AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

May 21, 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. Toni Slick
B. Teacher of the Quarter
C. Public Works Week
D. Mayor John Land Years of Service Award

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - May 7, 2024

7. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2024-78**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DESIGNING LOCAL, LTD TO PROVIDE SERVICES FOR THE CREATION OF A DOWNTOWN PUBLIC ART MASTER PLAN; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT

THEREFORE; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

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

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-78:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DESIGNING LOCAL, LTD TO PROVIDE SERVICES FOR THE CREATION OF A DOWNTOWN PUBLIC ART MASTER PLAN; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-80:** A RESOLUTION ACCEPTING THE BID OF MASCI GENERAL CONTRACTOR, INC. REGARDING THE 2024 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2024-11; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-81:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER FIRE DAMAGE REPAIR; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-82:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH FIFTY-ONE (51) PROFESSIONAL SERVICES FIRMS FOR AIRPORT FACILITIES; ARCHITECTURAL; ECONOMIC DEVELOPMENT; ENVIRONMENTAL; GENERAL CIVIL ENGINEERING; GEOTECHNICAL; GRANT WRITING, ADMINISTRATION, PUBLIC OUTREACH & COMMUNITY ENGAGEMENT; INFORMATION TECHNOLOGY, SCADA & TELECOMMUNICATIONS; MECHANICAL, ELECTRICAL & PLUMBING; PARKS & RECREATION; PLANNING DESIGN; PROJECT MANAGEMENT; ROADWAY FACILITIES; STORMWATER MANAGEMENT; STRUCTURAL; SURVEY; TRANSPORTATION PLANNING & ENGINEERING; WATER & REUSE DISTRIBUTION/WASTEWATER COLLECTION; AND WATER SUPPLY & TREATMENT/WASTEWATER TREATMENT SERVICES; UNDER RFQ 2023-16; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH

AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-83:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2C, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **Florida East Coast Railroad Crossing Maintenance**

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

Disposition: Approve as recommended in the City Manager staff report dated May 21, 2024.

G. **Intent to Bid - 2024 Hydrant Maintenance and Repair**

Staff Contact: *Nathan Quartier, Deputy Fire Chief, (386) 676-3270*

Disposition: Approve as recommended in the City Manager staff report dated May 21, 2024.

H. **Utilization of Rental Services - Ring Power Corporation**

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

Disposition: Approve as recommended in the City Manager staff report dated May 21, 2024.

I. **Auto-Renewal Fireworks by Santore, Inc.**

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

Disposition: Approve as recommended in the City Manager staff report dated May 21, 2024.

J. **RFP - Property, Liability and Workers' Compensation Insurance**

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

Disposition: Approve as recommended in the City Manager staff report dated May 21, 2024.

K. **City Manager's Monthly Report, May 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated May 21, 2024.

9. PUBLIC HEARINGS

A. **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. **(SECOND READING)**

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

B. **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. **(SECOND READING)**

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

C. **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*

D. **ORDINANCE NO. 2024-08:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, RELATING TO COMPREHENSIVE PLANNING, ADOPTING A 2024 WATER SUPPLY WORK PLAN; ADOPTING COMPREHENSIVE PLAN AMENDMENTS TO THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN, RELATED TO THE WATER SUPPLY WORK PLAN, INCLUDING THE UTILITIES ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, IN ACCORDANCE WITH CHAPTER 163, PART II AND CHAPTER 373 FLORIDA STATUTES; PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **ORDINANCE NO. 2024-09:** AN ORDINANCE APPROVING AND AUTHORIZING THE RENEWAL OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT, AND A PLANNING AND SERVICES DELIVERY SUB-AGREEMENT, BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE

NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; APPROVING THE RENEWAL OF ITINERANT VENDOR CRITERIA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **ORDINANCE NO. 2024-10:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1B" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-84:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "FOUNTAIN VIEW, PHASE 1D", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-85:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR " FOUNTAIN VIEW, PHASE 1E", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-86:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "SHELL CONVENIENCE STORE" LOCATED AT 1628 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*

10. SECOND 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. **(SECOND READING)**

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

11. RESOLUTIONS

A. **RESOLUTION NO. 2024-87:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 253 GREENWOOD AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4240-03-03-0090) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

12. REPORTS, SUGGESTIONS, REQUESTS

13. 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

May 7, 2024	**7:00 p.m.**	**Commission Chambers**

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

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. 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

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:01 p.m.

Item #2 – Invocation

Pastor Floyd Narcisse, Historic New Bethel AME 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

Mayor Partington presented Mr. Ike Leary with a proclamation in honor of his public service as a goodwill ambassador and operator of the Granada Pier Bait and Tackle Shop. He urged residents to express appreciation for his unwavering commitment to the city.

Item #4B – Kiwanis READS

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

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

Surprise Proclamation for National Police Week

Mayor Partington surprised Ormond Beach Police Department Chief Jesse Godfrey and Captain Chris Roos with a proclamation in honor of National Police Week. He proclaimed May 12-18, 2024, as National Police Week and encouraged residents to join him in honoring the thousands of men and women who made the supreme sacrifice with their lives to protect the freedom of others.

Item #4C – 2024 Mayor's Health & Fitness Challenge Awards

Mayor Partington thanked the sponsors of the 2023 Mayor's Health and Fitness Challenge including the Champion Sponsors Advent Health Daytona Beach, Florida Health Care Plans, and Brown & Brown; Gold Sponsor Halifax Health; Silver Sponsors New Journey Chiropractic and Shell Realty; and Bronze Sponsors Anytime Fitness and Coach Rachel, RN/FL GUTZ. He announced the winners from each age group including Mr. Eric Ross, Mr. Felipe Manolas, Ms. Noel Eaton, Commissioner Sargent, Ms. Marcella Miller, Mr. Bill Rose, Ms. Cara Culliver, Mr. Jeff Massey, Ms. Jo Dyke, and Mr. Bill Partington II.

Item #5 – Audience Remarks

Volusia County Council Member Troy Kent, 130 Magnolia Drive, requested staff look into repainting the two speed tables along Riverside Drive and provided updates on the Dogs on the Beach pilot program.

Ms. Debbie Kruck-Forrester, 15 Brockwood Drive, invited the Commission to the eighth annual JJ Martin Family Appreciation Day.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the April 16, 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 Persis moved, seconded by Commissioner Sargent, for approval of the April 16, 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 Briley requested Items 7D and 7E be pulled from the Consent Agenda.

Commissioner Tolland requested Item 7J be pulled from the Consent Agenda

Commissioner Persis moved, seconded by Commissioner Briley, for approval of the consent agenda, absent Items 7D, 7E, and 7J.

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

Item #7D – FDOT Grant Airport & Business Park Infrastructure Site Design Project

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley expressed support of the items 7D and 7E noting concerns of the Pineland Trail road conditions. He stated he would be fully supportive if the Pineland Trail conditions were improved.

Commissioner Sargent inquired about the funds regarding items 7D and 7E; whereby, Mr. Brian Rademacher, Economic Development Director, explained the city provided 50 percent of the funds based on the grant type. Commissioner Sargent expressed concerns regarding the airport's debt and adding further debt to it, noting he would like to explore options to reduce the debt before approving any further airport expenditures. He discussed airport fuel costs. He requested a six-month pause on Items 7D and 7E.

Ms. Joyce Shanahan, City Manager, explained roughly $125,000 annually was lost when the golf course shut down which was why some of the revenue was lost. She noted staff

could review and see when the deadline for the grant was and requested the Commission table the items until the May 21, 2024, City Commission meeting.

Commissioner Tolland expressed concerns regarding the Pineland Trail road conditions and inquired if the road repairs were included in the items; whereby, Mr. Rademacher stated that road was not indicated as a concern. She noted the traffic around Airport Business Park was a concern as was the airport's budget. She stated she could support tabling the items but expressed support of the item.

Mayor Partington stated he could support tabling the item and noted the traffic on Pineland Trail.

Commissioner Sargent expressed support of the item noting his only concern was the airport funding.

Commissioner Briley inquired if there were funds from Ormond Crossings to help rehabilitate Pineland Trail; whereby, Mayor Partington stated he did not believe there was.

Commissioner Briley moved, seconded by Commissioner Persis, to table Resolution No. 2024-68, as read by title only, until the May 21, 2024 City Commission meeting.

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

Item #7E – Work Authorization - Airport and Business Park Infrastructure Site Design Project

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley moved, seconded by Commissioner Sargent, to table Resolution No. 2024-69, as read by title only.

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

Item #7J – Settlement of Personal Injury Claim - Temperance Thomas

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-74, as read by title only.

Commissioner Tolland clarified the involved party could not come back to the city with additional claims; whereby, Mr. Randy Hayes, City Attorney, clarified that was accurate.

Call Vote:	Commissioner Briley	Yes

	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Persis, Commissioner Briley, Commissioner Tolland, and Mayor Partington expressed support of Item 7O regarding the Seward Johnson Sculpture Tour.

Commissioner Tolland discussed matched funding projects and support of item 7L regarding the Intent to Bid for the 2024 Storm Lining.

Commissioner Sargent voiced support of items 7F and 7G regarding the work authorizations for professional services for the ECHO Softball Quad and Nova Ballfields.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Ormond Beach Holdings, LLC - PBD Amendment

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, explained the item was for an amendment to the development order to remove the public sidewalk and beach approach, noting the applicant in the original development order was responsible for the construction of the sidewalk and beach approach and Volusia County was to be deeded that portion for maintenance. He stated the applicant was willing to construct the items but the County was not willing to accept the maintenance or liability. He reviewed potential options the Commission could take. He noted the Planning Board recommended, with a six to zero vote, to remove the sidewalk and beach approach.

Mayor Partington inquired about other options, noting the construction of the sidewalk without the beach approach. He expressed concerns regarding the City’s maintenance and liability and dissatisfaction of the County’s response to the project.

Commissioner Sargent stated he spoke with the applicant and Council Member Kent. He stated Council Member Kent brought the issue before the County Council in his closing comments at the Volusia County Council meeting earlier in the day and noted he believed the County would re-review the project and their stance.

Commissioner Briley inquired if the prior hotel on the property had a sidewalk or any pedestrian facility; whereby, Mr. Spraker stated there was not.

Commissioner Persis expressed the need of a sidewalk along the property.

Commissioner Sargent inquired if it would be appropriate to table the item; whereby, Mr. Hayes stated the item could be continued for a reasonable amount of time while staff brings options to Volusia County to encourage them to accept the public amenity.

Council Member Kent stated County staff spoke with him regarding the project and noted there was miscommunication as to where the sidewalk would be when it was presented to him. He indicated he would now support the sidewalk given all the information presented.

Commissioner Tolland inquired how the access agreement was changing; whereby, Mr. Rob Merrell, Attorney for the Applicant, stated the County previously agreed to the terms but since changed their minds.

Commissioner Sargent moved, seconded by Commissioner Briley, to continue Ordinance No. 2024-04, on first reading, as read by title only, for 60 days.

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

Item #8B – RidgeHaven Subdivision, Final Plat

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the item was regarding a final plat for the RidgeHaven subdivision. He reviewed the history of the item and some features of the project. He noted the Planning Board approved the item with a six to zero vote.

Commissioner Persis moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-05, on first reading, as read by title only.

Commissioner Briley expressed support of the project.

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

Item #8C – Land Development Code Amendments, R-4, R-5, and R-6 Zoning Districts

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the item was to amend the Land Development Code as an amendment in 2022 which inadvertently changed the rear-yard setback and the proposed item would change it back.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-06, on first reading, as read by title only.

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

Item #8D – Tattersall, Phase 1 Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker stated the request was for a preliminary plat for the Tattersall subdivision, noting there was an approved development order. He reviewed the project, features, reports that were included in the staff report, and timeline of the proposed project. He noted the Planning Board recommended approval with a six to zero vote.

Commissioner Tolland expressed concerns regarding the maintenance of Groover Branch; whereby, Mr. Spraker explained some portions of Groover Branch were privately owned, some owned by the County, and some by the City.

Mr. David Juhl, 2040 Toni Street, thanked Mr. Hayes for sitting with him to explain the project. He provided a handout regarding rules and regulations with bodies of water. He stated his opposition to the proposed project.

Mr. Mark Watts, 231 North Woodland Boulevard, Attorney for the applicant, explained the rules laid out in the development order were followed and exceeded, noting the limited work allowed by the applicant regarding Groover Branch, due to the cross-jurisdictional issues.

Mayor Partington and Commissioner Persis expressed their support of the proposed project, noting their prior concerns were addressed.

Commissioner Tolland discussed the preservation area of the wetlands. She inquired if staff could look into what could be done with Groover Branch; whereby, Mr. Hayes stated the item was for the preliminary plat approval and noted the Commission could direct planning staff to look into the drainage.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-75, as read by title only.

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

Item #8E – 1670 North U.S. Highway 1, WaWa Signage, Special Exception

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the item was approving two electronic changeable signs, monument signage, and two canopy spanner signs. He stated the Planning Board recommended approval with a five to one vote.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-76, as read by title only.

Commissioner Tolland expressed concerns regarding the size of the signage, and future requests.

Commissioner Persis and Mr. Spraker noted each special exception would come before the Commission individually and could be reviewed on a case by case basis.

Mr. Joey Posey, Attorney for the applicant, reviewed the proposed signage noting the location of the property, visibility, and safety.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Resolution No. 2024-76, as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #9 – First Reading of Ordinances

Item #9A – Ordinance Regulating the Unsafe Pedestrian Use of Public ROW

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-07

AN 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.

Mr. Hayes and Ms. Ann-Margret Emery, Deputy City Attorney, explained the ordinance was created at the request of the Commission and was available for any questions.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2024-07, on first reading, as read by title only.

Mayor Partington expressed support of the item.

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

Item #10 – Resolutions

Item #10A – ISBA - Responding Resolution to Volusia Co.

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker stated the city enacted the Interlocal Service Boundary Agreement (ISBA) in 2014, noting it was valid for ten years. He explained Volusia County provided an initiating resolution to extend the ISBA, noting their resolution had two parts, one to expand and one to renew for another ten years. He stated the proposed responding resolution was for a renewal period of ten years.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-77, as read by title only.

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

Item #11 – Reports, Suggestions, Requests

Events, Updates and Congratulations

Ms. Shanahan reviewed upcoming workshops, meetings, and events. She provided updates on the Performing Arts Center remediation and build back. She expressed support of those participating in the Police Unity Tour and announced City Clerk Susan Dauderis was placed on the 2024 Municipal Clerk Honor Roll. She provided photos regarding Public Art in the downtown area, noting Ormond Beach MainStreet was sponsoring the installation of six pieces and asked the city to sponsor two additional installations; whereby, the Commission was supportive.

Commissioner Persis congratulated Commission Sargent on his win with the Mayors Health and Fitness Challenge. She expressed support of the Police Unity Tour and reviewed events she attended. She provided an update on a First Step Homeless Shelter resident.

Commissioner Briley expressed support for the Police Unity Tour, discussed events he attended, and his excitement for upcoming events.

Commissioner Tolland thanked Mr. Leary for his support within the community, congratulated Commissioner Sargent, and recognized those participating in the Police Unity Tour. She provided a report from Ormond Beach MainStreet, discussed their upcoming events and reviewed events she attended. She noted May was Mental Health Awareness Month.

Commissioner Sargent stated Council Member Kent sent him an update regarding Item 8A, noting Council Member Kent spoke with the Volusia County Manager who indicated the County Manager would be driving to the property on May 8, 2024 to see the property and discuss options. Additionally, Council Member Kent expressed confidence that something could be worked out. Commissioner Sargent thanked Ms. Shanahan for contacting Volusia County regarding the Dogs on the Beach Pilot Program and stated he believed the program was working and noted if anyone sees someone violating the rules to properly report the violation. He expressed support of the Police Unity Tour.

Belvedere Fuel Farm

Mr. Hayes provided updates on the Belvedere Fuel Farm litigation matter and issuance of the air construction permit. He provided background on the matter, noting what already occurred. He explained S.R. Perrott filed an appeal of the Florida Department of Environmental Protection (FDEP) Secretary's final order. He reviewed the Commissions prior actions taken. He proposed an eight-part motion for the Commission to take to affirm the commitment to oppose the fuel farm and to show continued support of S.R. Perrott's efforts.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the following:

1. **The City Commission finds that the proposed fuel farm project at 874 Hull Road poses inherently dangerous risks to residents of the city, including corporate residents, specifically including but not limited to residents of Bear Creek, Ormond Lakes, poses a risk to the operation of recreational activities at the Ormond Beach Sports Complex and the airport, and poses a risk to corporate residents such as S.R. Perrott and other businesses in the vicinity of the proposed fuel farm.**

2. **The city and S.R. Perrott share a common interest in opposing the proposed fuel farm, and sharing resources serves a legitimate public interest. A shared effort by the city and S.R. Perrott is in the best interest of the general health, safety, and welfare of all residents of the city, and the general public.**
3. **The Commission affirms the unanimous vote previously taken not to provide water for the proposed project, and not to annex the property at 874 Hull Road.**
4. **The Commission finds that a valid and legitimate public purpose exists to oppose the proposed fuel farm.**
5. **The City Manager and City Attorney are authorized and directed to continue to take all necessary and reasonable action, they deem appropriate within their powers including the expenditure of resources, to oppose the proposed fuel farm at the project site.**
6. **The Commission continues to support S.R. Perrott in the litigation matter, including support in the appeal of the Secretary's final decision, and including the sharing of costs and legal expenses associated therewith.**
7. **The Commission respectfully requests that Belvedere move the location of the proposed fuel farm from 874 Hull Road to a more suitable location that will not pose inherently dangerous risks to residents of the city, including corporate residents, and to the general public.**
8. **The Commission ratifies and affirms all administrative and legal action taken by city staff, including the City Manager and City Attorney, and their designees, in opposition to the proposed fuel farm; and further directs the City Manager and City Attorney to do all things and take all action that is necessary and reasonable to protect the health, safety and welfare of the city's residents and the general public.**

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

Commissioner Persis and Commissioner Tolland expressed their support of the motion.

Chief Tomokie Statue

Commissioner Briley requested the Commission submit a letter of support to the 11 To Save 2024 Designation by the Florida Trust for Historic Preservation on behalf of the Commission to preserve the Chief Tomokie statue at Tomoka State Park.

Commissioner Tolland stated per Tomoka State Park the statue would be removed and there was a plan in lieu of the statue, noting her support of preserving the statue.

Mr. Bill Partington Sr., 4 Pine Valley Circle, explained there were no funds to preserve the statue, noting the effort to preserve would be outside of the State's efforts. He discussed grant opportunities with the 11 To Save.

Commissioner Tolland inquired if the statue was able to be preserved and requested staff investigate why they were not attempting to preserve the statue.

Commissioner Briley inquired if there was a deadline to the grant; whereby, Mr. Partington stated the nomination form was due by May 24, 2024.

Commissioner Tolland suggested a letter of approval from the State as well as the city as it was on their property; whereby, Mr. Partington clarified the nomination was not contingent upon property owner approval, noting the nomination was only to get the property into the running for the 11 To Save designation.

Mayor Partington requested a letter from Ms. Shanahan for him to sign and expressed support of the nomination.

Item #12 – Adjournment

The meeting was adjourned at 9:23 p.m.

APPROVED: May 21, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-78
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RFP - Downtown Public Art Master Plan		
Summary:	On February 6, 2024, there was a disposition item to advertise a request for proposals for a public art master plan within the Downtown Community Redevelopment Area. The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events, cultural, and historical assets to enhance the shared feeling of the community. The Downtown Public Art Master Plan provides a framework to implement the Downtown Master Plan. The City has also enacted a Public Art ordinance to establish the process for the creation of public art within the Downtown area. The project scope sought to have a consultant review existing documents, provide examples of public art, and identify opportunities and venues for public art. Additionally, the scope seeks identification of typical project costs, funding options, maintenance costs, a permitting summary and a process for public input. The conclusion of the project scope seeks an action plan for types of public art and a 5-year work plan. A staff evaluation team of Leisure Services, Planning, and Economic Development evaluated the 3 proposals submitted and are recommending awarding the project to Designing Local. The proposal includes extensive public outreach, description of what public art is, identification of sites, public art recommendations for the Granada Bridge, recommendations for public art funding, and final recommendations.		
Financial Impact:	The Fiscal Year 2023-24 Capital Improvements Program includes $80,000 for public art. There is sufficient funds budgeted if there is a desire to move forward with the Downtown Public Art Master Plan.		

Citizen Impact:	Public arts projects have a positive impact on citizens and businesses within the Downtown corridor. Public art creates a sense of place and has been used successfully in other communities within Florida. The public art master plan includes opportunities for public review and each piece returns to the City Commission for final approval.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends **APPROVAL** of the Request for Proposal award for the Downtown Public Art Plan to Designing Local in the amount not to exceed $80,000.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-78 RFP Downtown public art award (P24-0076G) 2. Public Art Master Plan Agreement w Exhibits 3. pre-bid sign in and agenda 4. RFP 2024-09 Addendum No 1 5. RFP 2024-09 Addendum No 2 6. RFP 2024-09 signed score summary
Approval:	Kelly McGuire, Finance Director 5/9/2024 Claire Whitley, Assistant City Manager 5/9/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-78

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DESIGNING LOCAL, LTD TO PROVIDE SERVICES FOR THE CREATION OF A DOWNTOWN PUBLIC ART MASTER PLAN; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFORE; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, Florida Statutes, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City solicited proposals for the creation of a Downtown Public Art Master Plan within the Downtown Community Redevelopment Area and associated services (the Project) (City RFP No. 2024-09), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the three (3) proposals received and determined that the most advantageous proposal for the City, taking into

consideration each firm's qualifications and relevant project experience, is the proposal submitted by Designing Local, LTD, (a/k/a Designing Local, LLC) to provide services for the Project in the amount of $80,000.00 (a copy of said proposal being incorporated in the agreement which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Designing Local, LTD, and execute an agreement for the Project, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The proposal of Designing Local, LTD, to provide services for the creation of a Downtown Public Art Master Plan and associated services is hereby accepted.

SECTION TWO. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Designing Local, LTD.

SECTION THREE. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute an agreement between the City and Designing Local, LTD for the Project in an amount of $80,000.00, and to pay the cost thereof from the Downtown Redevelopment Trust Fund.

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

APPROVED AND AUTHENTICATED this 21st day of May, 2024.

_____

BILL PARTINGTON
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach,** a Florida municipal corporation, also acting as the **Community Redevelopment Agency of the City of Ormond Beach** ("City") 22 South Beach Street, Ormond Beach, Volusia County, FL 32174 and **Designing Local, LTD** ("Contractor"), 20 E. Broad Street, Suite 1010, Columbus, OH 43215, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2024-09, "Downtown Public Art Master Plan") dated March 12, 2024, attached hereto as Exhibit "A", and the Proposal dated March 13, 2024, attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits. The City declines the "optional additional services" provided on Exhibit "B", page 41.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The project shall be completed by May 21, 2025.

3. **Consideration.** Contractor shall perform the services for an amount not to exceed $80,000 and as more specifically set forth on Exhibit "B", page 41. Contractor shall prepare and submit invoices per each phase of the Project to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project as set forth in Exhibit "B".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Designing Local, LTD**
Joyce Shanahan, City Manager	Joshua Lapp, Principal
(copy to City Attorney)	20 E. Broad Street, Suite 1010
22 South Beach Street	Columbus, OH 43215
Ormond Beach, FL 32174	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

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

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

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

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

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

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

(f) **Policies of Insurance**

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

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

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

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

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated

Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

[Remainder of page intentionally left blank]

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

DATED this _____ day of _____, 2024.

CITY OF ORMOND BEACH
also acting as,
THE CITY OF ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY

Witnesses:

_____

Print Name: _____

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

_____

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2024.

Witnesses:

DESIGNING LOCAL, LTD

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Downtown Public Art Master Plan**

RFP NUMBER:**2024-09**

RFP OPENING DATE & TIME: **March 13, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **February 21, 2024 at 2:00 pm**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: DESIGNING LOCAL

PROPOSER'S MAILING ADDRESS: 20 E. Broad Street, Suite 1010

CITY-STATE-ZIP: Columbus, Ohio 43215

F.E.I.N.: 46-5172793
PHONE NUMBER: 614.607.1557

EMAIL: josh@designinglocal.com
If returning as a "No Submittal", please state reason (s

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Joshua Lapp
NAME (TYPED)

Principal
TITLE

March 12, 2024
DATED

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, Florida, is seeking proposals from qualified consultants, consultant teams and/or firms specializing in the implementation of public art projects associated with community aesthetic features programs preferably in community redevelopment areas.

The City of Ormond Beach is a coastal community incorporated in 1880 and located just north of Daytona Beach in Volusia County with a population of over 44,000. In 1985, the Ormond Beach Community Redevelopment Area (CRA) was established through an agreement with Volusia County, in accordance with Florida Statutes Chapter 163. The Ormond Beach Community Redevelopment Agency completed a 2019 Master Plan Update. The results of the work included an organizing set of Master Plan Themes from a volume of community input which provided ideas, concerns, aspirations, and desired actions. The

Master Plan identified the need for public art and this request for proposal seeks an implementable action plan.

II. SCOPE OF SERVICES

Task 1: Review of existing documents:

A. 2019 Ormond Beach CRA Master Plan.
B. Ormond Beach MainStreet branding strategy.
C. Chapter 18, Ormond Beach Code of Ordinances, Public Arts Program in the Downtown Overlay District.

Task 2: What is public art:

A. Definition.
B. Examples.
C. Provide types of public art.

Task 3: Downtown opportunities and venues for public art:

A. Parks.
B. Public facilities.
C. Streetscape.
D. Private property.
E. Granada Bridge.

Task 4: Granada Bridge public art options:

A. Review existing public art concepts.
B. Develop recommendations on public art options.

Task 5: Project costs and funding:

A. Sample project costs for the types of public art.
B. Maintenance cost for the types of public art.
C. Community Redevelopment Area funds, donations, and other funding sources.

Task 6: Permitting summary:

A. Meeting with the Florida Department of Transportation.
B. Summary of permitting requirements.

Task 7: Community outreach and public input:

A. Describe the firms plan for gathering public input into the plan.
B. Describe the tools for public input.
C. Detail how public meetings for the public input would be structured.

Task 8: Required meetings:

A. Kickoff meeting (including but not limited to city staff, Ormond MainStreet, Ormond Art District Board, and Ormond Memorial Art Museum).
B. Two (2) in person public meetings to receive input for the public art master plan.
C. Two meetings to be determined as needed.
D. Workshop or discussion item with the City Commission, as the Community Redevelopment Area board.

Task 9: Action plan:

A. Recommended locations for public art.
B. Recommended types of public art.
C. Five-year work plan.

Task 10: Final report:

A. Provide final Downtown Public Art Master Plan.

III. TERM OF AGREEMENT

The contract will be for the duration of this project.

IV. MINIMUM QUALIFICATIONS

Any firm or individual with proven professional experience in developing and implementing public art plans/projects, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

Section 1	
Introduction	1. One (1) original letter of interest

Section 2	
Company Background	1. Philosophy and general project approach of the firm or individual.
	2. Proposed organizational chart. Include sub consultants, if appropriate.

Section 3	
Key Personnel Introduction	1. Detailed resumes of key person(s) to be assigned to the project, including but not limited to:
	a. Name and title
	b. Job assignments for other projects
	c. Percentage of time to be assigned to this project
	d. Current and projected workload of key individuals
	e. How many years with this firm
	f. How many years with other firms
	g. Experience (type of projects, size of projects, specific project involvement)
	h. Education and active registration(s)
	i. Other experience/qualifications that are relevant to this project.

Section 4	
Past Performance Experience	1. The proposer should have proven professional experience in preparation of public art plans. **No less than three (3) plans** are to be detailed identifying specific measures taken to accomplish each of the tasks identified (if applicable), and identifying specific deliverables and measures taken to implement the plan recommendations. It is preferable that the public art plans be within the State of Florida.
	2. For each of the three (3) projects demonstrating past performance experience, please provide the following details:
	a. Name and location of the completed master plan, the year of commencement and of completion, and the name, e-mail address, and telephone number for the client's contract manager.
	b. The names of the firm's staff who were directly responsible for the public art plan, specifically, those working directly with the local government representatives.
	c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked with to complete the public art plan.
	d. The name and telephone number of the contracting agency and local government official responsible for oversight of the public art plan.

Section 5	
References	1. List five (5) references that can comment on your firm's ability to complete a public art master plan. The references shall be contacted as part of the committee's decision-making process. Include
	a. Name and address
	b. Telephone number
	c. E-mail address

Section 6	
Methodology and Technical Approach	1. Specify the firms approach to completing the tasks specified in the proposed RFP.
	2. Include an implementation schedule with a final delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
	3. Current and projected workload of the company
	4. Fee Proposal - The Consultant shall provide the City with a detailed fee proposal that provides a lump sum price for the outlined scope of services and includes the fee rate for staff for additional services if requested by City staff.
	5. Description of the required tasks to be accomplished to complete the Downtown Master Plan for public art.

Section 7	
Required Forms	1. Conflict, Non-Conflict of Interest Statement and Litigation Statement
	2. Drug Free Workplace Certificate
	3. Addendum Acknowledgement, if applicable

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., March 13, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(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: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary

to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

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

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Planning Director, two (2) Senior Planners, Economic Development Director, and member of Leisure Services Department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (25 points)
References (20 points)
Methodology and Technical Approach (25 points)
Public outreach strategy (15 points)
Fee Proposal (15 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

1. Downtown Master Plan
2. Public Art ordinance (Code of Ordinances)
3. Ormond MainStreet Branding Strategy

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety

and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)

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.

DESIGNING LOCAL, LTD.
COMPANY NAME

AUTHORIZED SIGNATURE

Joshua Lapp
NAME

Principal
TITLE

March 12, 2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
February 22, 2024	Pre-submittal Meeting Agenda
N/A	N/A

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: DESIGNING LOCAL, LTD.

VENDOR/CONTRACTOR LICENSE NUMBER: N/A

ADDRESS: 20 E. Broad Street, Suite 1010
Columbus, Ohio 43215

PHONE NO.: 614.607.1557 FAX NO.: N/A

SUBMITTER'S NAME: Josh Lapp
(Typed or Printed in Ink)

TITLE: Principal

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

DESIGNING LOCAL, LTD.
COMPANY NAME

AUTHORIZED SIGNATURE

Josh Lapp
SIGNER'S NAME (PRINT OR TYPE)

Principal
TITLE

March 12, 2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXX)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

DESIGNING LOCAL, LTD.
Company Name

Authorized Signature

Josh Lapp
Print Name

Principal
Title



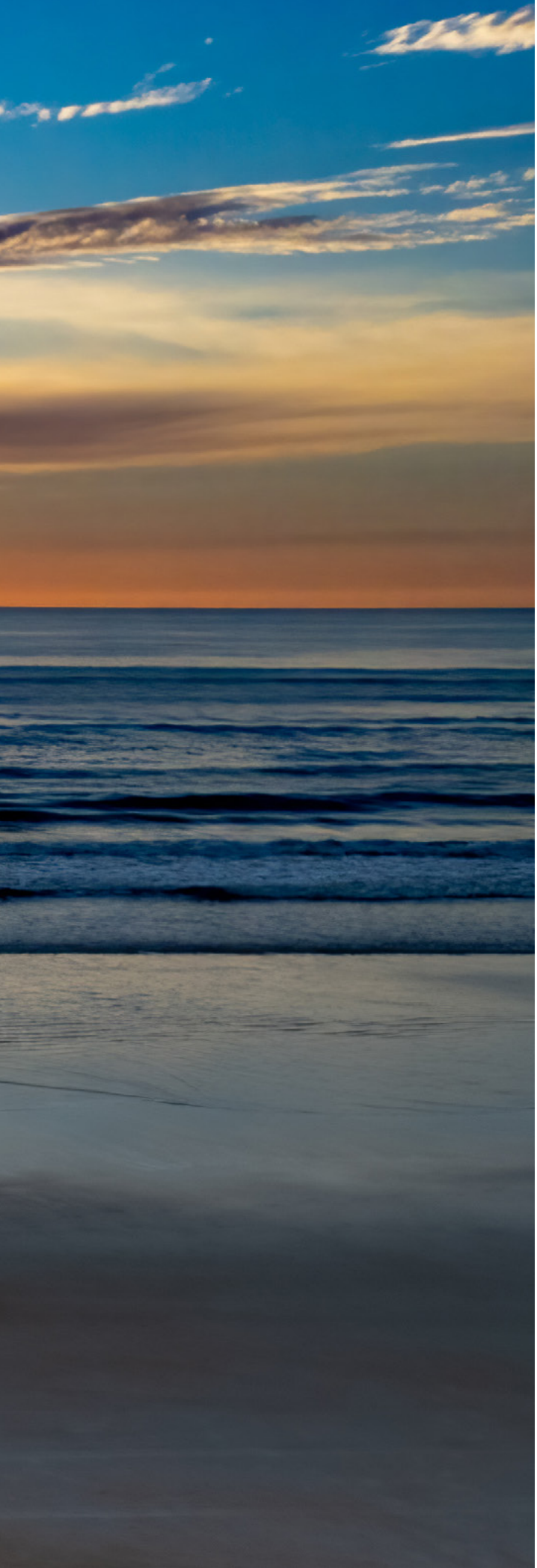
RFP 2024-09

ORMOND BEACH DOWNTOWN PUBLIC ART MASTER PLAN

MARCH 13, 2024

DESIGNING LOCAL


YOUR PLACE. REVEALED.
INVEST IN LOCALLY-INSPIRED ART AND DESIGN FOR A POWERFUL LOCAL ECONOMY



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City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Downtown Public Art Master Plan**

RFP NUMBER:**2024-09**

RFP OPENING DATE & TIME: **March 13, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **February 21, 2024 at 2:00 pm**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: DESIGNING LOCAL

PROPOSER'S MAILING ADDRESS: 20 E. Broad Street, Suite 1010

CITY-STATE-ZIP: Columbus, Ohio 43215

F.E.I.N.: 46-5172793
PHONE NUMBER: 614.607.1557

EMAIL: josh@designinglocal.com
If returning as a "No Submittal", please state reason (s

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Joshua Lapp
NAME (TYPED)

Principal
TITLE

March 12, 2024
DATED



1

INTRODUCTION

LETTER OF INTEREST

March 13, 2024

City of Ormond Beach
Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174

Dear Rob and Members of the Selection Committee:

On behalf of Designing Local we would like to thank you for the opportunity to submit this proposal to the City of Ormond Beach. The development of the City's first Downtown Public Art Master Plan would primarily focus on establishing a community-wide vision for the City's public art program and create policies to effectively administer and maintain the program. Developing a plan that integrates arts into the City to create a sense of place, civic identity, and unique character will enhance the quality neighborhoods, vibrant natural features, and outstanding recreational opportunities that Ormond Beach is already known for. As the first arts Public Art Master Plan for the City, we are excited to explore Ormond Beach's creative assets and develop suitable and realistic goals and objectives, policies and procedures, financial strategies, and deliver a plan that will encourage and tailor installations and programs to the needs of current and prospective visitors, residents, and business owners.

We approach every project with the belief that every community is special and deserving of vibrant, culturally rich, fun places that reflect the best of who they are. Widespread willingness to invest and connect is, we believe, foundational to a thriving, resilient community in which all people can be happy and prosperous.

Designing Local is a certified woman owned business based in Columbus, Ohio with deep experience in public art planning and implementation, placemaking, urban design, as well as place-based master plans. We have executed more than 50 public art projects in over 20 states. Our team has extensive experience that includes public art policy development, arts and culture strategic planning, and community engagement. We will lead an innovative engagement process that is inclusive of the Ormond Beach Arts District Board, residents, artists, visitors, business owners, elected officials, City staff and relevant stakeholders. Public engagement will play a major role in the development of these recommendations and intentional outreach to diverse populations of all backgrounds and ages will be crucial to the success of this planning process. Drawing on local resources is important to the success of our projects. Intense engagement with community stakeholders, particularly artists and creatives, is the foundation of our work in every community.

We believe that with our experience and creativity, we will deliver a world class plan that utilizes one-of-a-kind engagement opportunities to reveal the true spirit of Ormond Beach. Our team is excited about this opportunity as planning processes steeped in policy and community voice is where our firm comes alive.

Sincerely,



Josh Lapp, AICP
Principal & Co-Founder
josh@designinglocal.com | 614.607.1557
(Primary Contact)



Amanda Golden
Managing Principal & Co-Founder
amanda@designinglocal.com

DESIGNING LOCAL 20 W. Broad Street, Suite 1010 | Columbus, Ohio | www.designinglocal.com



2

COMPANY BACKGROUND

DESIGNING LOCAL

PROJECT LEAD: PUBLIC ART PLANNING & COMMUNITY ENGAGEMENT

FIRM OVERVIEW

Founded in 2014, our firm was born from the belief that design, art, culture, historic preservation, and other important unique attributes of communities are often overlooked in the planning process. We bring an authentic curiosity and passion to our work.

We recognize that prosperity and economic development come from strategically planning and investing in our communities culture and unique assets. The result: better community relations, increased pride and ownership by stakeholders, and revered places that people and businesses naturally choose to be a part of. We seek to help communities grow their pride, realize their ability to influence the future, and create a prosperous community for all.

Our process is straightforward and simple. Through robust and creative public engagement we help to extract the story of the place in which we are working. We take that story, as told by the community itself, and help translate that into a unique, interesting, and powerful built environment.

OUR APPROACH

WE APPROACH PUBLIC ART AS ECONOMIC DEVELOPMENT

Investing in quality of life and sense of place is a key strategy for attracting and retaining businesses and residents. We work to bring the unique elements of your community to the forefront so you stand out.

WE TREAT CREATIVITY AS A CULTIVATED RESOURCE

Each community has a significant latent resource in the form of the creative energy of its residents. Our projects enable this energy to be focused toward building community pride, identity, and investment, and growing an environment that enables success for artists and creatives.

WE BELIEVE THAT CITIES SHOULD BE FUN

Whether a resident or visitor, spending time in cities should be enriching, enjoyable, and engaging. To put it simply, cities should be fun. We strive toward this ideal with all of our projects.

EXPERTISE



ARTS & CULTURE PLANNING

We work with communities to create policies, implementation plans, and review processes for public art and cultural facilities. We also manage the process for procuring art on behalf of our clients.



HISTORIC PRESERVATION

We prepare applications and provide compliance for federal and local historic tax credits. We also research historic places and generate the documentation, photography, and mapping required for the National Register of Historic Places and local registers.



COMMUNITY PLANNING

We collaborate with municipalities and the public to create plans for corridors, districts, parks, and neighborhoods. We also work with property owners and developers to test various approaches to site development and to determine associated yields.



PUBLIC ENGAGEMENT

We develop creative and effective methods for public input through interactive activities and strong communication. We build consensus around a strategic vision through graphic production, group discussions, and iterative feedback.



LANDSCAPE ARCHITECTURE

We design public spaces including parks, streets, open spaces, plazas, playgrounds, and gardens. We are able to provide all phases of technical documentation including construction documentation, cost estimating, and construction oversight.



WE'VE BUILT A PRACTICE AROUND OUR DESIRE TO CREATE VIBRANT, ENGAGING, & AUTHENTIC PLACES

FLORIDA

- Clearwater Arts Master Plan | Clearwater, Florida
- Hiawassee Public Art Strategy | Hiawassee, Florida
- Mount Dora Public Art Master Plan | Mount Dora, Florida
- Pinellas Park Public Art Plan | Pinellas Park, Florida
- Port St. Lucie Public Art Master Plan & Implementation | Port St. Lucie, Florida

NATIONWIDE

- Akron Cultural Plan | Akron, Ohio
- Anaheim Public Art Master Plan | Anaheim, California
- Anderson Township Community Arts Plan | Anderson Township, Ohio
- Art on High Strategic Public Art Plan & Artist Selection | Columbus, Ohio
- Braselton Public Art Master Plan | Braselton, Georgia
- Brockton Downtown Accessible Public Art Plan | Brockton, Massachusetts
- Cape May County Creative Placemaking Plan | Cape May County, New Jersey | ASLA Ohio 2019 Merit Award, Communications + Research
- Canton Public Art Plan | Canton, Georgia
- Chamblee Arts Master Plan | Chamblee, Georgia
- Conway Public Art Master Plan | Conway, Arkansas
- Corning Public Art Plan | Corning, New York
- Danville Public Art Plan | Danville, Virginia
- Downtown Douglasville Public Art Master Plan | Douglasville, Georgia
- Duluth Public Art Master Plan | Duluth, Georgia
- Emeryville Public Art Master Plan | Emeryville, California
- Erie Public Art & Placemaking Plan | Erie,
- Essence Of Athens | Athens, Ohio
  2015 Vernon Deines Award for an Outstanding Small Town Special Project Plan by the APA's Small Town and Rural Division 2015 Donald E. Hunter Award for Excellence in Economic Development Planning for the APA APA Ohio 2015 Focused Planning Project
  ASLA Ohio 2014 Merit Award, Communications + Research
- Frisco Public Art Master Plan Update | Frisco, Texas
- Fort Wayne Public Art Master Plan | Fort Wayne, Indiana
- Frankfort Public Art Master Plan | Frankfort, Kentucky | APA Kentucky 2021 Special Merit Award for Outstanding Plan
- Germantown Public Art Master Plan | Germantown, Tennessee | Tennessee Chapter of the American Planning Association 2020 Outstanding Project/ Program/Tool for a Small Jurisdiction
- Glenwood Springs Public Art Master Plan | Glenwood Springs, Colorado
- Henderson Arts & Culture Master Plan | Henderson, Nevada
- Lawrence Arts in Parks | Lawrence, Kansas
- Los Altos Public Art Master Plan | Los Altos, California
- Moline Public Art Master Plan | Moline, Illinois
- Montpelier Public Art Master Plan | Montpelier, Vermont
- Mooresville Public Art Plan | Mooresville, North Carolina
- Peoria Arts Master Plan | Peoria, Arizona
- Queen Creek Arts and Placemaking Plan | Queen Creek, Arizona
- Richmond International Airport Public Art Plan | Richmond, Virginia
- Rochester Arts & Culture Plan | Rochester, New York
- Roswell Public Art Master Plan | Roswell, Georgia
- Sandusky Public Art & Placemaking Plan | Sandusky, Ohio
- Sandy Springs Public Art Master Plan | Sandy Springs, Georgia
- San Luis Obispo Public Art Master Plan | San Luis Obispo, California
- Sullivant Bright Public Art & Parklet Project | Columbus, Ohio | ASLA Ohio 2021 Merit Award, Planning + Analysis
- Surprise Arts & Culture Master Plan | Surprise, Arizona
- The Point Public Art Plan | Salt Lake City, Utah
- University District Arts & Character Plan | Columbus, Ohio
- Upper Arlington Public Art Master Plan | Upper Arlington, Ohio
- Vacaville Public Art Master Plan | Vacaville, California
- Woodstock Public Art Plan | Woodstock, Georgia

TEAM ORGANIZATION

The Client Group will consist of City of Ormond Beach Staff. This small group of critical people will be the primary entity that will provide support to the Team. A representative designated by the Client Group will directly coordinate with Designing Local for all logistical considerations.

A public engagement series will be highly interactive and look to get in-depth feedback from the community in order to understand the wants and needs of the community.



The Stakeholder Committee will play a key role in the development of the public engagement series and of the final Plan by providing information and guidance. The planning team in collaboration with the client group will provide regular updates to the Stakeholder Committee and solicit feedback throughout the process

Designing Local, a woman-owned business based in Columbus, Ohio, will lead the development of robust and creative process that will help to extract the story of Ormond Beach. We take that story, as told by the community itself, and help translate that into a unique, interesting, and powerful public art master plan.



3

KEY PERSONNEL INTRODUCTION

JOSHUA LAPP, AICP

PRINCIPAL | DESIGNING LOCAL



Josh is a Principal and Co-Founder of Designing Local. He has twelve years of professional experience in urban planning on a variety of project types. Driven by the desire to create actionable plans with easy wins for clients and the community, Josh's favorite projects are those that have a complex issue at the center. His broad knowledge of planning related issues have provided clients with well-rounded, highly researched recommendations to move cultural initiatives forward. At Designing Local, Josh oversees historic preservation tax credits, national register nominations, and historic preservation plans. He has worked on dozens of arts and culture planning initiatives across the country, developed broad public engagement opportunities for Public Art Plans and Cultural Plans, and has managed over 20 state and federal historic tax credits in Ohio amounting to over $50 million in investment in historic buildings in Columbus alone.

RECENT & RELATED PROJECTS

- Port St. Lucie Public Art Master Plan | Port St. Lucie, Florida | Project Manager
- Mount Dora Public Art Master Plan | Mount Dora, Florida | Project Manager
- Pinellas Park Public Art Plan | Pinellas Park, Florida | Project Manager
- Peoria Arts & Culture Master Plan | Peoria, Arizona | Project Manager
- Surprise, Arizona Public Art Master Plan | Surprise, Arizona | Project Manager
- Henderson Arts and Culture Master Plan | Henderson, Nevada | Project Manager
- Akron Cultural Plan | Akron, Ohio | Engagement Lead
- Glenwood Springs Public Art Master Plan | Glenwood Springs, Colorado | Project Manager
- Corning Public Art Plan | Corning, New York | Project Manager
- Brockton Publicly Accessible Public Art Plan | Brockton, Massachusetts | Project Manager
- Special Capital District Design Guidelines | Frankfort, Kentucky | Project Manager
- Downtown Caldwell Revitalization Plan | Caldwell, Ohio | Placemaking Lead
- Cape May County Creative Placemaking Plan | Placemaking & Engagement Lead | Cape May County, New Jersey
- Sandusky Public Art & Placemaking Plan | Sandusky, Ohio | Engagement Lead
- Douglasville Public Art Master Plan | Douglasville, Georgia | Project Manager
- Vacaville Public Art Master Plan | Vacaville, California | Project Manager
- Queen Creek Arts & Placemaking Plan | Queen Creek, Arizona | Project Manager
- Woodstock Public Art Plan | Woodstock, Georgia | Project Manager

PROJECT ROLE

Project Manager

EDUCATION

- Bachelor of Science in City & Regional Planning, The Ohio State University, 2014

APPOINTMENTS

- Commissioner, Near East Area Commission
- Transit Columbus multi-modal advocacy group, Chair of Board
- Former Commissioner, Create Columbus Commission
- Former Commissioner, Italian Village Historic Review Commission

ACCREDITATIONS

- Member, American Institute of Certified Planners

PROJECT COMMITMENT

20%

YEARS EXPERIENCE

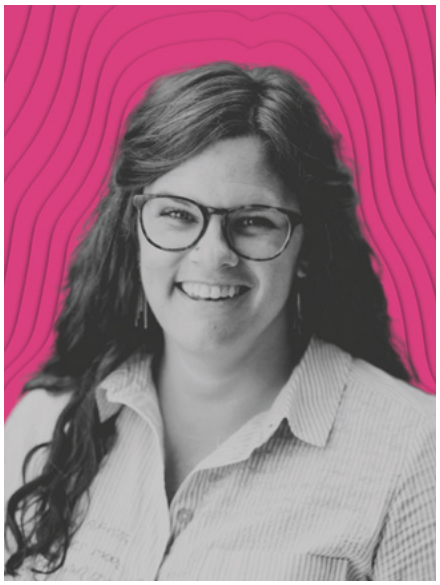
- 2014 - Present: Designing Local
- 2011 - 2014: Project Manager, Homeport

EXPERTISE

- Project Management
- Public Art Planning
- Cultural Planning
- Urban Planning
- Community Engagement

AMANDA GOLDEN

MANAGING PRINCIPAL | DESIGNING LOCAL



Amanda is the Managing Principal and Co-Founder of Designing Local. She is an urban planner, arts administrator, curator, creative placemaker, historic preservationist, and has worked in the public art and cultural planning field since 2014. Driven by the belief that public art should reflect the community it's placed in, Amanda's favorite projects are those that have many voices working together to define what both the public artwork, cultural assets, and the program look like. At Designing Local, Amanda oversees the creation of public art master plans for a variety of cities across the US, develops cultural and arts master plans, and works with private developers to integrate public art within their developments. She has worked on over 30 public art master plans in 15 different states, has managed complex public art commissions, and has worked on multiple NEA Our Town Grant projects. Designing Local has also put forward many unique cultural funding mechanisms that have been adopted as policy.

RECENT & RELATED PROJECTS

- Anaheim Public Art Master Plan | Anaheim, California | Project Manager
- Fort Wayne Public Art Master Plan | Fort Wayne, Indiana | Project Manager
- Moline Public Art & Placemaking Plan | Moline, Illinois | Project Manager
- Peoria Arts & Culture Master Plan | Peoria, Arizona | Placemaking Lead
- Port St. Lucie Public Art Master Plan | Port St. Lucie, Florida | Placemaking Lead
- Sandusky Public Art & Placemaking Plan | Sandusky, Ohio | Project Manager
- Akron Cultural Plan | Akron, Ohio | Project Manager
- Roswell Public Art Master Plan | Roswell, Georgia | Project Manager
- Sandy Springs Arts Master Plan | Sandy Springs, Georgia | Project Manager
- Duluth Public Art Master Plan | Duluth, Georgia | Project Manager
- Woodstock Public Art Plan | Woodstock, Georgia | Project Manager
- Sullivant Bright Public Art and Parklet Project | Columbus, Ohio | Project Manager
- Frisco Public Art Master Plan Update | Frisco, Texas | Project Manager
- Clearwater Cultural Arts Strategic Plan | Clearwater, Florida | Project Manager
- Conway Public Art Master Plan | Conway, Arkansas | Project Manager
- Anderson Public Art Master Plan |Anderson Cityship, Ohio | Project Manager
- Germantown Public Art Master Plan | Germantown, Tennessee | Project Manager
- Sandy Springs Public Art Strategic Plan | Sandy Springs, Georgia | Project Manager
- Akron Cultural Plan | Akron, Ohio | Project Manager
- Lawrence Arts in Parks | Lawrence, Kansas | Project Manager

PROJECT ROLE

Placemaking & Engagement Lead

EDUCATION

- Master of City & Regional Planning, The Ohio State University, 2014
- Bachelor of Science in City & Regional Planning, The Ohio State University, 2012

APPOINTMENTS

- Central Ohio APA, Immediate Past Chair
- State of Ohio APA, Former Board Member
- Development Commissioner, City of Columbus, Ohio

PROJECT COMMITMENT

5%

YEARS EXPERIENCE

- 2014 - Present: Designing Local

EXPERTISE

- Placemaking
- Public Art Planning
- Cultural Planning
- Urban Planning
- Community Engagement

JASMINE METCALF

URBAN PLANNER | DESIGNING LOCAL



Jasmine is an urban planner who has spent time in a variety of niche roles from Aviation Master Planning, to Community Development, and Real Estate & Hospitality Marketing. She has landed at Designing Local bringing skills in creative production, project management, graphic design, creative technologies, community building, and storytelling. She holds a Bachelors of Urban Planning and a Minor in Architectural Studies from the University of Cincinnati's School of Design, Architecture, Art, and Planning.

She has a strong passion for creative strategic solutions that enhance our environments, particularly urban areas that prioritize the well-being of people while adding value and interest to communities.

RECENT & RELATED PROJECTS

- Corning Public Art Plan | Corning, New York | Urban Planner
- Danville Arts Master Plan | Danville, Virginia | Planner
- Mooresville Public Art Plan | Mooresville, North Carolina | Planner
- Woodstock Public Art Plan | Woodstock, Georgia | Planner
- Dr. Martin Luther King Jr. Public Monument | Fort Wayne, Indiana | Planner
- Richmond International Airport Public Art Plan | Richmond, Virginia | Urban Planner
- Canton Public Art Plan | Canton, Georgia | Planner
- Brockton Publicly Accessible Public Art Plan | Brockton, Massachusetts | Planner
- Lawrence Arts in Parks | Lawrence, Kansas | Urban Planner
- Queen Creek Arts & Placemaking Plan | Queen Creek, Arizona | Planner
- Erie Public Art Implementation | Erie, Colorado | Planner
- Erie Public Art & Placemaking Plan | Erie, Colorado | Planner
- Pinellas Park Public Art Master Plan | Pinellas Park, Florida | Planner
- Baltimore Washington Thurgood International Airport Master Plan | Strategic Master Planning Co-op*
- Mexico City Texcoco Airport Master Plan | Strategic Master Planning Co-op*
- Cincinnati/Northern Kentucky International Airport Master Plan | Strategic Master Planning Co-op*
- West Virginia International Yeager Airport Runaway Reconstruction Analysis | Strategic Master Planning Co-op*
- Martin State Airport Museum Conceptual Design | Designer*
- Beyond the Curb Urban Living | Marketing Support*
- Historic Revitalization and Redevelopment Support in Kentucky: Bellvue, Covington, Dayton, Ludlow, Newport | Co-op*

PROJECT ROLE

Urban Planner & Graphic Designer

EDUCATION

- Bachelor of Urban Planning, University of Cincinnati, 2020

PROJECT COMMITMENT

40%

YEARS EXPERIENCE

- 2023 - Present: Designing Local
- 2020-2023: Marketing Project Coordinator, Lifestyle Communities
- 2020-2023: Housing Compliance Specialist, PMAM
- 2018: GIS Planning & Co-Op, The Catalytic Development Fund
- 2018: Strategic Master Planning (Aviation) Co-op, Landrum & Brown

EXPERTISE

- Project Management
- Public Art Planning
- Cultural Planning
- Urban Planning & Design
- Community Engagement
- Graphic Design
- Project Marketing
- Data Analysis

**Projects completed with a previous employer*

ANNA TALARICO

CURATOR & ARTS ADMINISTRATOR | DESIGNING LOCAL



Anna brings to Designing Local a nimble skillset in public art implementation and project management; public art procurement; and contemporary art curation; and collection management best practices. As a well-rounded public art and museum professional, Anna has held roles as a museum and exhibitions project manager, independent art curator, and art history educator. Bridging multiple industries, her unique background has shaped her into an inclusive, visionary, and growth-minded leader, who is adept at working independently or collaboratively with stakeholders, internal and external partners, and community members. Her deep knowledge of the contemporary art world and experience with public art commissions has calibrated my ability to translate artists' vision into project deliverables. She thrives in roles in which she is responsible for client and third-party relationships; assessing risk; and general project operations.

RECENT & RELATED PROJECTS

- Port St. Lucie Public Art Implementation Services | Public Art Curator
- Woodstock Public Art Plan | Woodstock, Georgia | Public Art Curator
- Richmond International Airport Public Art Plan | Richmond, Virginia | Public Art Curator
- Anaheim Public Art Master Plan Implementation Services | Anaheim, California | Public Art Curator

CURATORIAL PROJECTS

- Columbus Museum of Art, Columbus, OH, Partially Buried: Land-Based Art in Ohio, 1970 to Now, Curator | May 8, 2021-November 28, 2021*
- The Box, Wexner Center for the Arts, The Ohio State University, In/Stability, in conjunction with the exhibition Climate Changing: On Artists, Institutions, and the Social Environment, Co-Curator | January – April 2020*
- The Box, Wexner Center for the Arts, The Ohio State University, Pouran Esrafily, Monday Tuesday Wednesday Thursday Friday (2011), Curator | August 1– 31, 2019*

**Projects completed with a previous employer*

PROJECT ROLE

Public Art Coordinator

EDUCATION

- Master of Arts in Contemporary Art and Curatorial Practice, The Ohio State University, 2021
- Bachelor of Arts in History of Art, Magna Cum Laude, The Ohio State University, 2017
- Bachelor of Arts in French, Magna Cum Laude, The Ohio State University, 2017

PROJECT COMMITMENT

35%

YEARS EXPERIENCE

- 2023 - Present: Designing Local
- 2022 - 2023: Exhibitions Project Manager, Cleveland Museum of Art
- 2022: Adjunct Faculty, Columbus College of Art & Design
- 2022: Independent Contractor, Exhibitions Assistant, FRONT International: Cleveland Triennial for Contemporary Art
- 2020-2021: Graduate Administrative Assistant, Exhibitions Department, Wexner Center for the Arts, The Ohio State University

EXPERTISE

- Project Management
- Public Art Implementation
- Public Art Procurement
- Contemporary Art Curation
- Collection Management Best Practices

WHY OUR TEAM?

WHETHER A RESIDENT OR VISITOR, SPENDING TIME IN A CITY SHOULD BE ENRICHING, ENJOYABLE, AND ENGAGING. WE STRIVE TOWARD THIS IDEAL WITH ALL OF OUR PROJECTS THROUGH PUBLIC ART AND CREATIVE PLACEMAKING.









WE ARE A CREATIVE, EXPERIENCED, AND ENTHUSIASTIC TEAM.

We are a well-rounded team that will provide a broad range of expertise. Designing Local's approach to planning and design that is created for the locals, by the locals, sets us apart from other firms. Our team approaches each project as a collective effort, with the creative and technical elements working harmoniously to form a cohesive and realistic plans. Together, our team brings a youthful passion and curiosity to our work that will result in designs that are tailored to the City of Ormond Beach and has clear and implementable action plan. Our open, honest, and clear communication coupled with Principal-level service means the planning and design process will be straightforward, thoughtful, and successful.

WE ARE EXPERTS AT CREATING VIBRANT, CULTURALLY RICH, FUN PLACES WHERE PEOPLE WANT TO BE.

Residents and visitors are drawn to distinct, interesting, culturally relevant places. Each community has a significant latent resource in the form of the creative energy of its residents. All of our projects are infused with energy focused toward building community pride, identity, and investment, and growing an environment that attracts all people. We don't want the engagement process to feel like work, so we work to create an atmosphere that is convenient, fun, and fosters open and inclusive dialogue. Through robust and creative public engagement we help to extract the story of the place in which we are working. We take that story, as told by the community itself, and help translate that into a unique, interesting, and powerful built environment that will bring people that visit the City of Ormond Beach experience joy and well-being.

WE SEE CITIES AS ESSENTIAL FOR GROWTH AND VITALITY.

We believe that the City of Ormond Beach with local culture, providing a bridge between people that are interested in entertainment, passive recreation, and the arts. The Downtown Public Art Master Plan will contribute to the quality of life for all City of Ormond Beach residents and also supports tourism and attraction of new residents and businesses. Our team considers the planning and design process to be an opportunity to support these diverse conditions by creating adaptable and tailored recommendations. This approach makes it easy for us to collaborate and align with other planning efforts and supporting continued growth and development of the community as a whole.



4

PAST PERFORMANCE EXPERIENCE



PORT ST. LUCIE ART IN PUBLIC PLACES MASTER PLAN & IMPLEMENTATION

PORT ST. LUCIE, FLORIDA

SEE THE FINAL PLAN HERE

The Public Master Plan takes an overarching look at the existing Art in Public Places program for the City while setting out a vision for the future and defining how public art will integrate into the success of the City. This Plan seeks to transform the Port St. Lucie Art in Public Places program into an efficient, resident-driven public service that delivers high quality public art that resonates for the people of Port St. Lucie. By defining the story of the city, establishing bold strategies, and conceptualizing impactful projects, this plan sets out a vision of a creative, fun, and high impact Art in Public Places Program in Port St. Lucie.

At the heart of an efficient and effective Art in Public Places program, are clear and strong policies. This plan creates such policies and gives clear guidance on how to manage the overall program, including policy for art acquisition, collection management, donation procedures, and maintenance. The plan itself is geared towards process and implementation as much as creativity and fun in order to deliver results for the community.

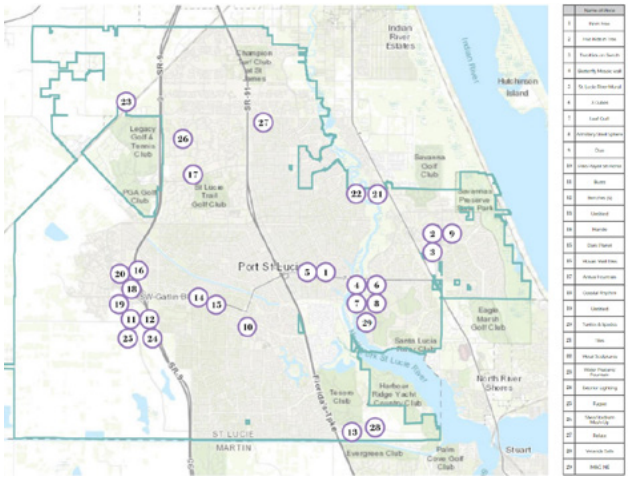
The final Public Art Master Plan explains the existing Art in Public Places program, lays out a vision for where it should go in the future, and puts forth concrete steps that the city can take in order to make the vision a reality. The focus on using public art was to create remarkable places in Port St. Lucie that connect residents with their community, creates an identity for the city, further advance the goals of the city and its residents. Designing Local has continued to provide art implementation for the last 2 years.

PROJECT INFO

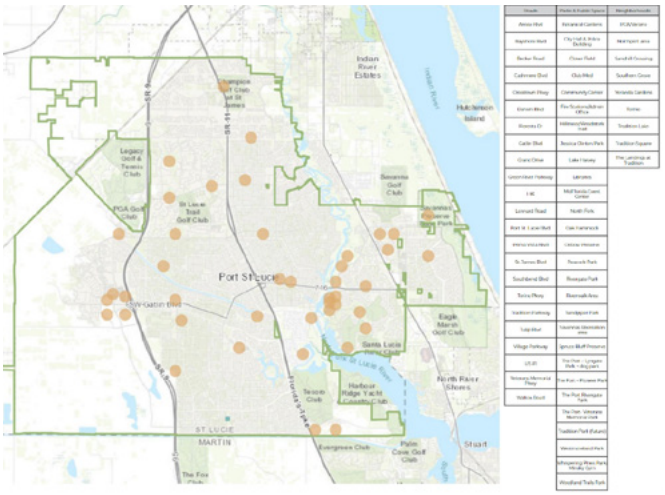
Client:	City of Port St. Lucie, Florida
Role:	Prime Consultant
Time:	2019 - Present
Services:	Public Art Planning Community Engagement Ongoing public art implementation management services Long-term Strategic Planning.
Team:	Josh Lapp Anna Talarico
Contact:	Bethany Grubbs Planner City of Port St. Lucie, Florida 772-344-4362 bgrubbs@cityofpsl.com



EXISTING PUBLIC ART INVENTORY



PROPOSED PUBLIC ART PRIORITY LOCATIONS



ACTION PLANS

Year 1

Action	Cost	Responsible Party	Note
Adopt the Art in Public Places Master Plan	n/a	City Council & Mayor	
Adopt Vision, Guiding Principles & Policies	n/a	Public Art Advisory Board (PAAB)	
Develop Initial Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Begin Implementation of the Port St. Lucie Botanical Garden Public Art Plan	$5,000-$15,000	PAAB, Botanical Garden	
Begin Detailed Planning for The Port District Art Trail	n/a	PAAB, Community Development, Parks & Recreation	
Begin Planning for a Neighborhood Based Project with N.I.C.E.		PAAB, N.I.C.E.	Example project: Neighborhood Symbols
Continue Utility Box Program		PAAB, N.I.C.E.	

Years 2 - 5

Action	Cost	Responsible Party	Note
Develop Yearly Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Continue Implementation of the Port St. Lucie Botanical Garden Public Art Plan	$5,000-$15,000 per year	PAAB, Botanical Garden	
Begin Planning and Implementation of a Functional Public Art Program	$10,000 - $20,000 per project	Public Art Advisory Board (PAAB)	
Begin Initial Implementation of the The Port District Art Trail	$300,000 - $500,000	PAAB, Botanical Garden	Includes Veterans Memorial Public Art
Implement Environmental Public Art Program	$50,000 per year	PAAB, Community Development, Parks & Recreation	Example project: Sandhill Celebration
Plan and Implement the City Flag project	$50,000	PAAB, City Council & Mayor	
Plan and Begin Implementation of Public Art Splash Pads	$100,000 per project	PAAB, Parks & Recreation	
Plan and Implement City Landmark Public Art Project	$200,000	PAAB	Example Project: PSL
Conduct a Feasibility Study for an Arts Center	$50,000	City Council & Mayor	

Years 5 - 10

Action	Cost	Responsible Party	Note
Develop Yearly Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Complete Implementation of the Port St. Lucie Botanical Garden Public Art Plan	$5,000-$15,000 per year	PAAB, Botanical Garden	
Continue Implementation of a Functional Public Art Program	$10,000 - $20,000 per project	Public Art Advisory Board (PAAB)	
Continue Implementation of the The Port District Art Trail	$300,000 - $500,000	PAAB, Botanical Garden	Includes Veterans Memorial Public Art
Continue Implementation of Environmental Public Art Program	$50,000 per year	PAAB, Community Development, Parks & Recreation	Example project: Sandhill Celebration
Continue Implementation of Public Art Splash Pads	$100,000 per project	PAAB, Parks & Recreation	
Implement Feasibility Study for an Arts Center		City Council & Mayor	



PINELLAS PARK PUBLIC ART PLAN

PINELLAS PARK, FLORIDA

SEE THE FINAL PLAN HERE

As the physical heart of Pinellas County, the City of Pinellas Park has grown into a uniquely open, accessible community. There were great opportunities to enhance the community's identity with residents and neighbors in the region. A key priority of the public art programming in Pinellas Park was to help create an ecosystem of artists, creatives, performers, and consumers. Past efforts have encouraged artists to locate within the Arts Village, creating opportunities for artists to showcase their art and patrons to enjoy and purchase it. The public art program was needed to help expand the art ecosystem in the city by creating new opportunities for artists and visitors to experience art.

Focusing on the future was a key perspective of the planning team. The plan was not created just for today but also creates an impactful, sustainable public art program for the future. This program was developed to outlast those involved in this process in order to create solid deliverables for years to come. The community engagement efforts that were undertaken as part of the planning process were key to developing not only the vision and priorities for public art, but also the ideas that will help ensure public art becomes a beacon for residents and visitors in Pinellas Park. Engagement efforts included a large-scale survey, as well as in-person engagement at a number of events.

The foundation of the Pinellas Park Public Art Plan rests on four pillars: community engagement, stakeholder feedback, best practices, and a forward focus. Step by step, the City of Pinellas Park will be able to formalize, initiate, and fund a public art program that will have a lasting impact on the city. The program is governed by transparent procedures that ensure it is efficient and effective. A variety of funding mechanisms to ensure program sustainability were also presented.

PROJECT INFO

Client:	City of Pinellas Park Florida
Role:	Prime Consultant
Time:	2022-2023
Services:	Public Art Planning Community Engagement
Team:	Amanda Golden Josh Lapp Jasmine Metcalf
Contact:	Erica Lindquist, AICP, CFM Planning & Development Services Director City of Pinellas Park, Florida 727.369.5650 elindquist@pinellas-park.com



AFTER



BEFORE







MOUNT DORA PUBLIC ART PLAN

MOUNT DORA, FLORIDA

SEE THE FINAL PLAN HERE

Mount Dora stands on its own as a unique historic and arts focused community in Central Florida. The City of Mount Dora has an interesting legacy and connection with Scottish culture. Tree-lined streets and quaint historic buildings conceal a deep love for the arts in the community that bursts into display during the special events that take place in the community, many of which are art focused. In Mount Dora public art will help the physical environment come alive with the spirit of the community.

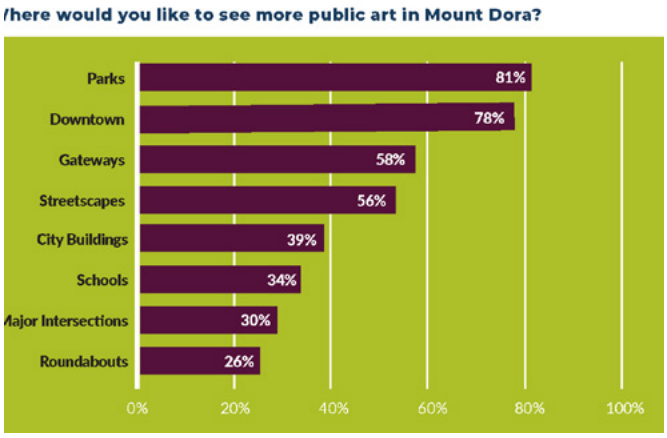
Discussions between the project team and community stakeholders formed the basis of the project team's understanding of the City and of efforts to revitalize Mount Dora. The project team conducted a tour of the community as well as follow up visits to collect information and ideas. We found that community members love the unique small town historic charm of Mount Dora and revealed a desire to continue to enhance performing arts. There are also fantastic opportunities to connect performing and public art. One recommendation was the creation of a public art trail that would connect many of these sites, some of which already feature public art.

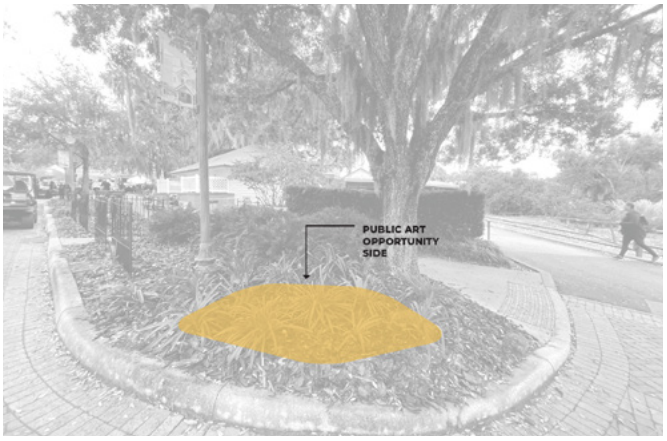
The Mount Dora Public Art Plan lays the foundation for the future of public art in the City and prepares for expansion of the existing public art efforts to help ensure that the physical environment reflects the art focused culture of its residents and visitors. The Public Art Plan includes five unique design inspiration sections that can be used by artists to gain insight when creating pieces for Mount Dora. By strengthening the public art program, Mount Dora is one step closer to delivering on the vision of the community to see a wide variety of high quality public art from artists with various backgrounds.

PROJECT INFO

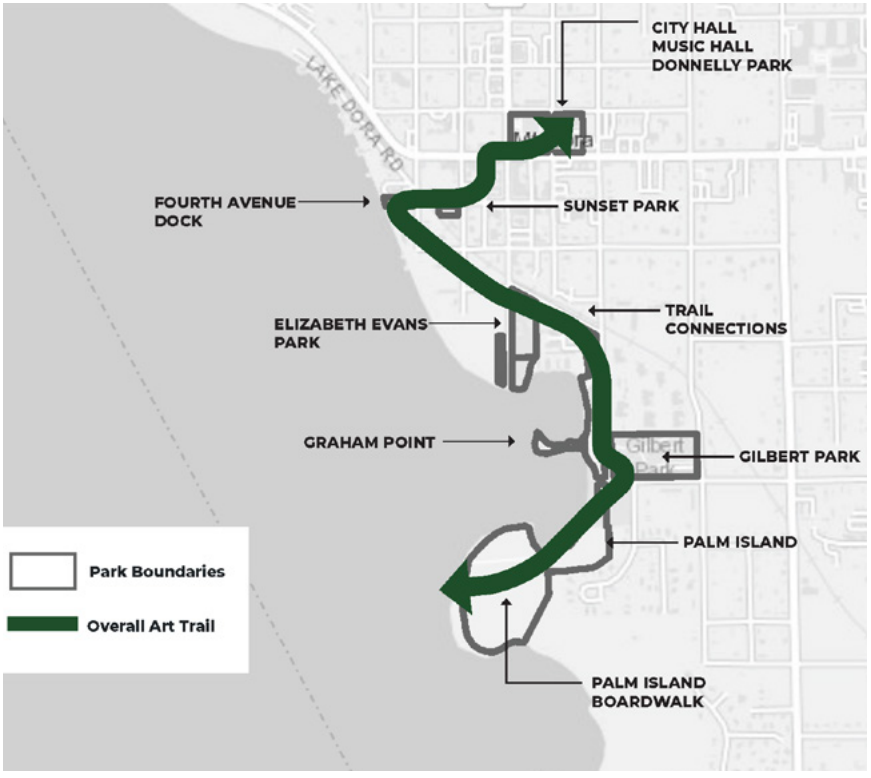
Client:	City of Mount Dora, Florida
Role:	Prime Consultant
Time:	2022-2023
Services:	Public Art Planning Community Engagement
Team:	Amanda Golden Josh Lapp
Contact:	Christopher Carson Cultural & Special Events Manager City of Mount Dora, Florida 352.735.7100 Ext. 1601 carsonc@cityofmountdora.com


Copacabana
Cuban Cafe


Where would you like to see more public art in Mount Dora?
Parks 81%
Downtown 78%
Gateways 58%
Streetscapes 56%
City Buildings 39%
Schools 34%
Major Intersections 30%
Roundabouts 26%
0%
20%
40%
60%
80%
100%


PUBLIC ART
OPPORTUNITY
SIDE


EXAMPLE
PUBLIC ART
OPPORTUNITIES


CITY HALL
MUSIC HALL
DONNELLY PARK
LAKE DORA RD
FOURTH AVENUE
DOCK
SUNSET PARK
ELIZABETH EVANS
PARK
TRAIL
CONNECTIONS
GRAHAM POINT
GILBERT PARK
PALM ISLAND
Park Boundaries
Overall Art Trail
PALM ISLAND
BOARDWALK



ANAHEIM PUBLIC ART MASTER PLAN

ANAHEIM, CALIFORNIA

SEE THE FINAL PLAN HERE

While Anaheim is known worldwide for its high-profile tourist attractions, it is also home to unique neighborhoods with rich architecture, numerous beloved parks, and an impressive public art collection. Recognizing the value that public art adds to the city, in 2018, Anaheim City Council renewed its commitment to public art by establishing the Public Art Ordinance. Public art adds to the dynamic environment of Anaheim and delivers high-impact public spaces that elevate the city's people, history, and imagination.

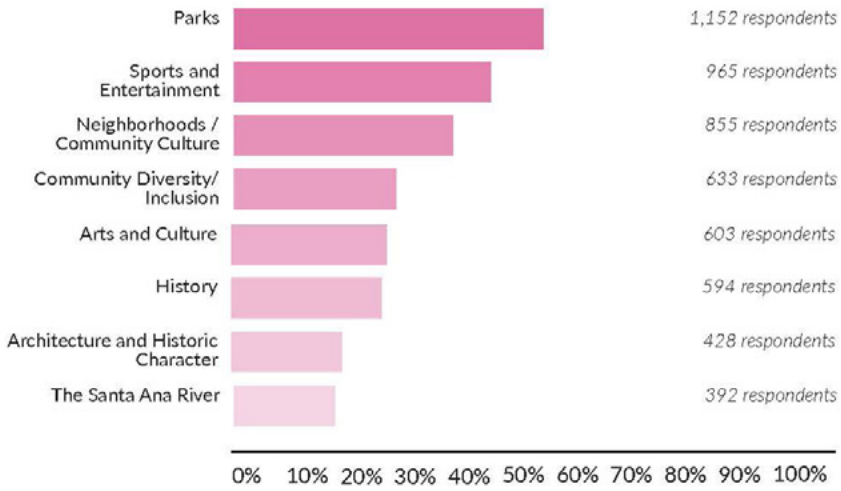
Despite the COVID-19 pandemic, this plan is a result of extensive public engagement. The consultant team, along with City leadership and staff, worked diligently to engage the public throughout an 18-month process (August 2020-December 2021) and provided ample opportunity for a broad cross-section of the community to participate in shaping the vision for public art in Anaheim. The team held over 40 virtual stakeholder engagement opportunities, including 18 individual interviews, 25 focus groups, and six identical community meetings in each of Anaheim's 6 Council Districts to listen and learn about the community's vision for public art. Participants included business owners, arts organizations, art educators, realtors, private developers, community groups, and engaged residents. Translation services were available on an as-needed basis. 2,149 people participated in a survey. In all, over 3,000 people were engaged.

The Public Art Master Plan outlines how the City of Anaheim could fund, manage, and review public art projects in the future. The Anaheim Public Art Master Plan takes an overarching look at Anaheim's legacy of public art while setting a vision for the future and defining how public art will shape Anaheim for years to come. The framework of this plan is a strategy for the establishment and operationalization of a formal Public Art Program that proposes ways to ensure public art in Anaheim is transformational, unifying, and is representative of the spirit of Anaheim.

PROJECT INFO

Client:	City of Anaheim
Role:	Prime Consultant
Time:	2020 - Present
Services:	Public Art Planning Community Engagement Ongoing Policy and Process Advising
Team:	Amanda Golden Anna Talarico
Contact:	Nikki Sandusky Senior Program Specialist City of Anaheim, California 714 765.5174 nsandusky@anaheim.net

What is Unique About Anaheim?



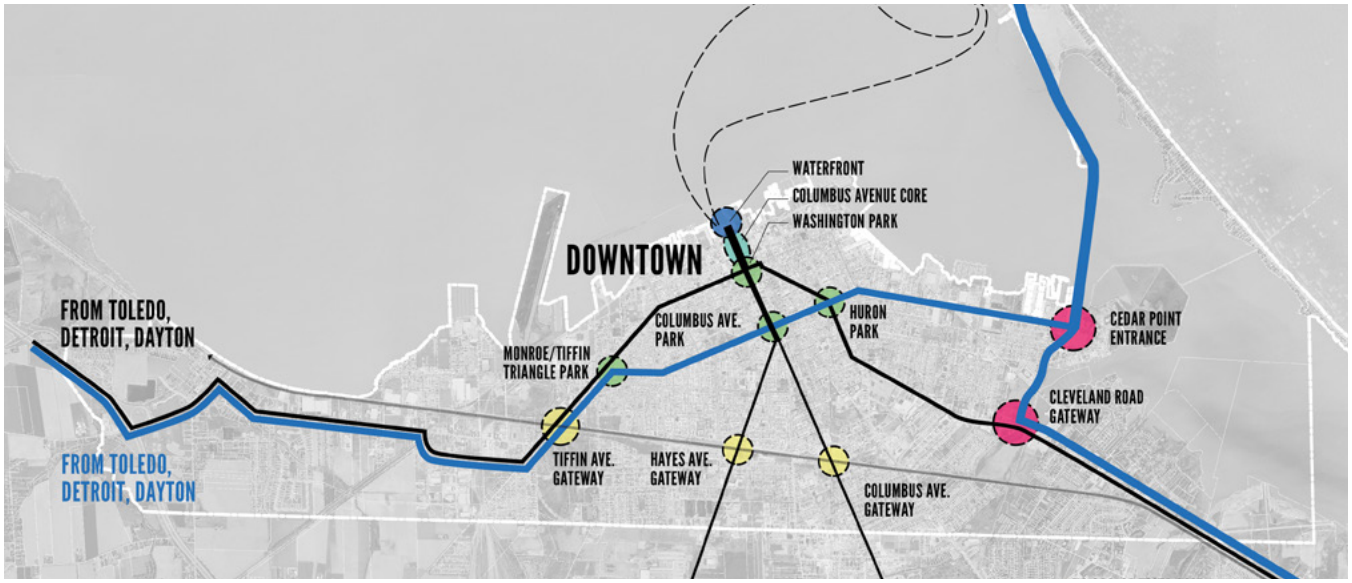
Nominate Your Favorite Anaheim Treasure



A treasure is a physical feature, visible to the public which enhances its surroundings: may be a work of art, a historic building, or a folk art gem. Scattered around the city, treasures are sources of delight and pride in which everyone can feel ownership.

PARKS: 168
DISNEYLAND: 127
PACKING DISTRICT: 37
FOUNDERS PARK: 33
MUZEO: 31
OAK CANYON NATURE CENTER: 23
ARTIC: 15
BIG A: 14
MOTHER COLONY HOUSE: 10





SANDUSKY PUBLIC ART & PLACEMAKING PLAN

SANDUSKY, OHIO

SEE THE FINAL PLAN HERE

The City of Sandusky is one of Ohio's hidden gems that is seeing a significant amount of new investment and cutting-edge planning. With an opportunity to increase attachment to place and to draw new tourists, the City of Sandusky passed a public art ordinance in January of 2018 guaranteeing funding for public art through a 1% allocation of their general fund. In an effort to invest the newly earmarked public art dollars responsibly, the City set out to complete a Public Art and Placemaking Plan. The plan directs spending to high priority projects and creates the needed infrastructure for administering a robust public art program.

Designing Local organized extensive stakeholder engagement and a public art popsicle pop up to kickoff the planning process. Participants were asked their vision for public art in the City and were asked to think about potential transformational projects.

The team hosted several additional meetings to co-create ideas for the City's first projects that will be a result of the planning process. In addition to developing placemaking strategies, the team trained the newly formed Public Art and Cultural commission on procurement process for public art, the policy for maintenance and collection management, and donations.

The Sandusky Public Art and Placemaking Plan offers the City an opportunity to inspire elected officials and to create public art strategies that are uniquely Sandusky. By creating a framework for public art well into the future, the city can both execute projects that were conceptualized as well respond to opportunities as they arise. With an efficient and effective process for public art, the City of Sandusky has the tools to ensure a successful program well into the future.

PROJECT INFO

Client:	City of Sandusky, Ohio
Role:	Prime Consultant
Time:	2018
Services:	Public Art Planning Community Engagement
Team:	Amanda Golden Josh Lapp
Contact:	Arin Blair, AICP Chief Planner City of Sandusky, Ohio 419.627.5873 ablair@cityofsandusky.com



"ART ON OVER/UNDERPASSES"

"WATER FEATURES COORDINATING WITH MUSIC AND LIGHTS"

"MURAL INTERACTING WITH WALL"

"ART AROUND SCHOOLS"

"HISTORICAL ARTWORK"

"NEON LIGHT SCULPTURE"

"MORE MURALS/ ARTWORKS ON BUILDINGS/ALLEYS"

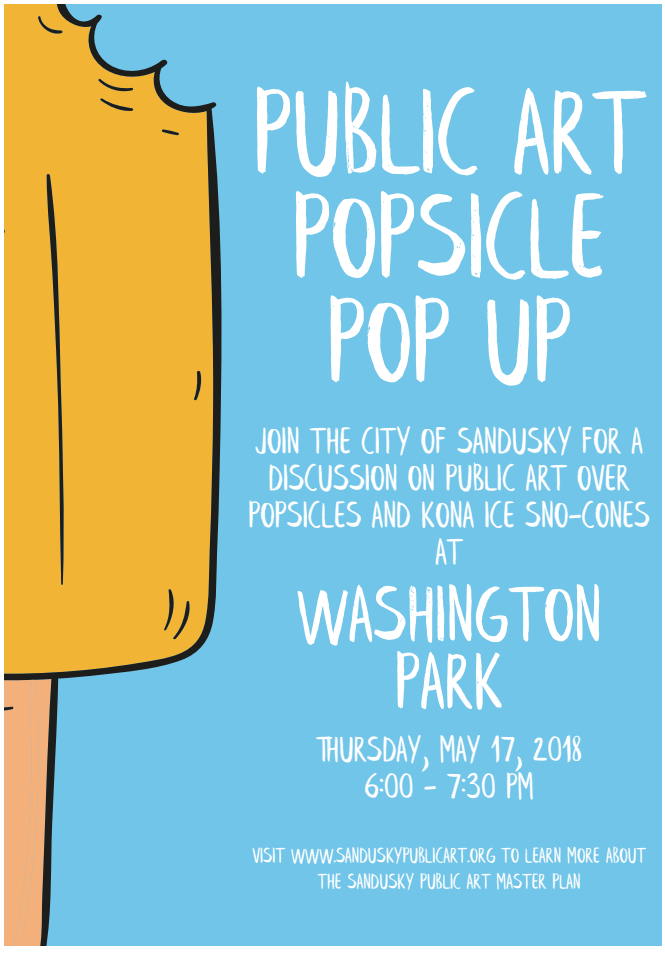
"INTERACTIVE 3D INSTALLATION"

"SPLASH PAD DOWNTOWN"

"LANDSCAPE SCULPTURES"

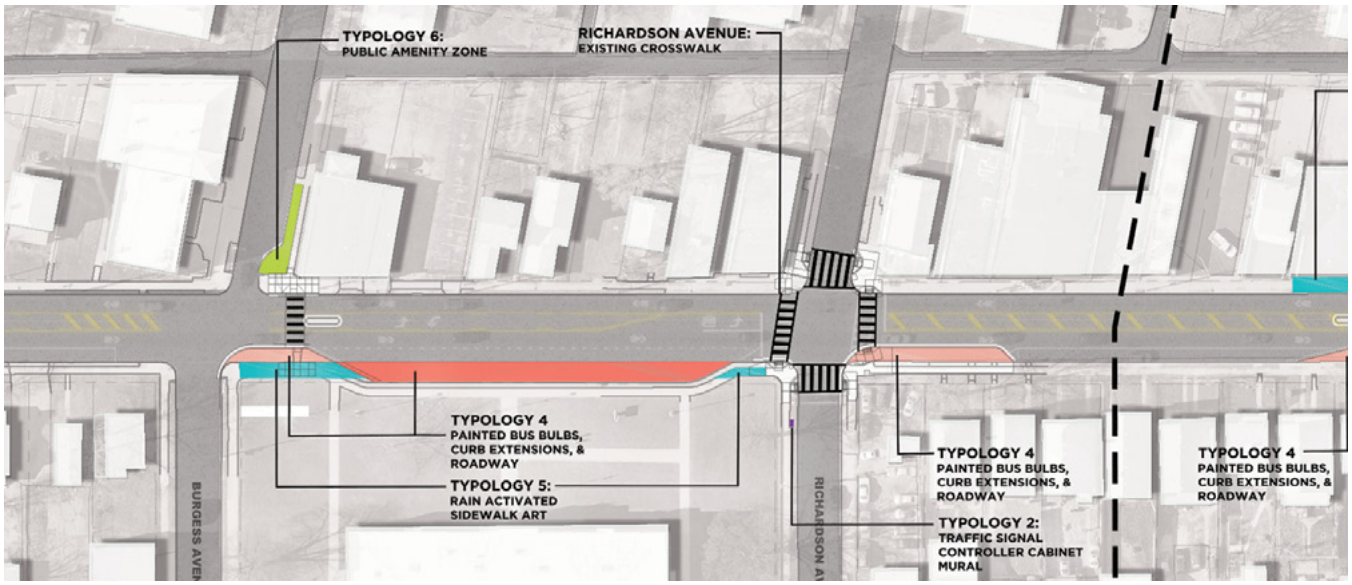
"LIGHT SHOWS ON BUILDINGS"

"MUSICAL PARK"









SULLIVANT BRIGHT PUBLIC ART & PARKLET

COLUMBUS DEPARTMENT OF PUBLIC SERVICE | COLUMBUS, OHIO

SEE THE FINAL PLAN HERE

The Sullivant Avenue corridor in West Columbus has experienced severe disinvestment over several decades. The City of Columbus has initiated a major streetscape improvement project for the corridor that will include sidewalk repairs, new crosswalks and medians, and improved signalization. To complement this project and encourage direct involvement by local community members, the City of Columbus engaged Designing Local to plan and manage a program to incorporate public art and placemaking elements throughout the corridor.

Designing Local is currently cataloging potential project sites and understanding proposed capital improvements. Following the initial phase, the team will host a series of focus groups with community leaders that will culminate into one large public meeting. After the public meeting, the team will select artists for a variety of projects.
Each project will be visually represented and presented to the Department of Public Service for approval. The team will also propose tactical urbanism parklets within this phase. Once the Department of Public Service approves the Public Art Plan, the team will present the Plan to the Columbus Art Commission for approval.

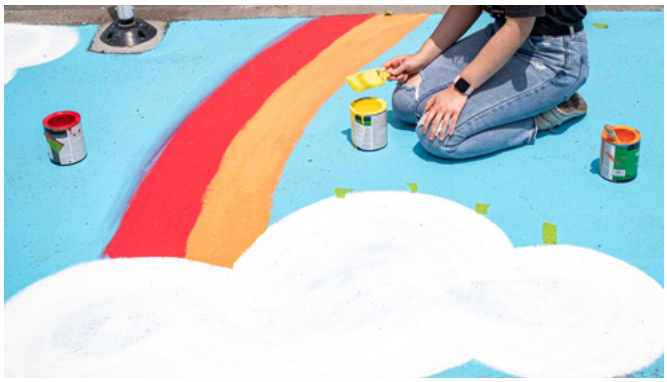
This project demonstrates the firm's abilities to provide strategic direction for placemaking and land use issues as well as the firm's capabilities to both develop and communicate creative concepts which contribute to community safety and sense of place. Sidewalk bump-outs and pedestrian refuge islands were constructed to shorten the distance to cross the street, make pedestrians more visible, and help to slow driver speeds. Data collected after implementation shows that crashes decreased by approximately 50%, and extreme speeding (50+ mph) was reduced by as much as 92%.

PROJECT INFO

Client:	Columbus Department of Public Service
Role:	Prime Consultant (Public Art) E.P. Ferris is Prime Consultant for Corridor Engineering
Time:	2020-2023
Services:	Public Art Plan Community Engagement
Team:	Amanda Golden Josh Lapp
Contact:	Dan Wayton, PE 614.645.3797

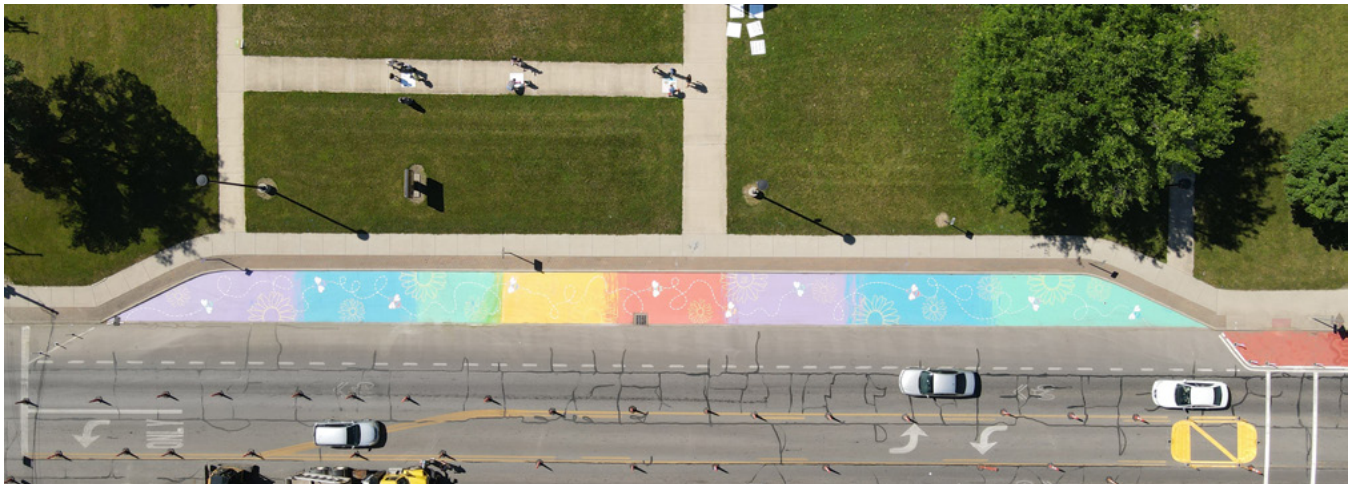
SULLIVANT BRIGHT
Public Art and Parklet Project


Keep Columbus
Clean and Green
Do Not Litter
$500 Fine
60 Days in Jail
NO
STOPPING
ANY
TIME



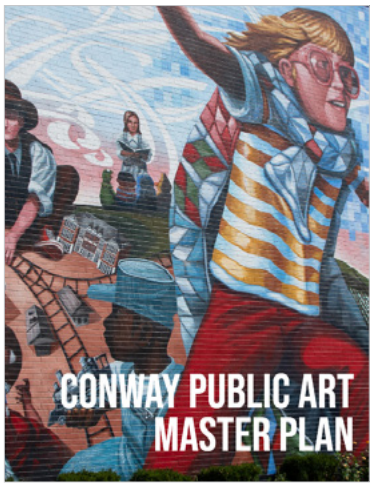






ADDITIONAL PUBLIC ART PLAN EXAMPLES

Designing Local has completed a number of plans that are relevant to this project. All projects can be found by visiting https://issuu.com/designing_local.
Designing Local recommends reviewing the following documents for an understanding of a completed plan that included historic preservation and accompanying policy. Scan the QR Code with your smartphone camera or click the link below to view the plans online.



CONWAY PUBLIC ART MASTER PLAN



CLEARWATER CULTURAL ARTS STRATEGIC PLAN



GLENWOOD SPRINGS PUBLIC ART MASTER PLAN



CANTON PUBLIC ART MASTER PLAN



HIAWASSEE PUBLIC ART STRATEGY



5

REFERENCES

PUBLIC ART CLIENT REFERENCES



MARYLOU STEPHENS
Arts, Culture, & Library Services Director
City of Peoria, Arizona
678.480.3801
marylou.stephens@peoriaaz.gov
Project: Peoria Arts & Culture Plan
Time: 2021-2022



JENNIFER LINDLEY
Downtown Development Manager
Town of Queen Creek, Arizona
480.358.3523
jennifer.lindley@queencreekaz.gov
Project: Queen Creek Arts & Placemaking Plan
Time: 2022-2023



PATRICK HAMMER
Director of Parks and Recreation
Town of Erie, Colorado
303.926.2540
phammer@erieco.gov
Project: Erie Public Art & Placemaking Plan
Time: 2022-Present



PAUL GAMBILL
Executive Director
Community Engagement Lab
Montpelier, Vermont
802.595.0087
paul@communityengagemnetlab.org
Project: Montpelier Public Art Master Plan
Time: 2017-2018



SHERESE FORTRIEDE, AICP
Planner & Public Art Manager
City of Fort Wayne, Indiana
260.427.5694
sherese.fortriede@cityoffortwayne.org
Project: Art For All | Fort Wayne Public Art Master Plan
Time: 2019



NICOLE MULLET
Executive Director
ArtsNow
Akron, Ohio
330.203.1606
nicole@artsnow.org
Project: Akron Cultural Plan
Time: 2019-2020



6

METHODOLOGY & TECHNICAL APPROACH

PROPOSED WORK PLAN

The proposed scope for the City of Ormond Beach Downtown Public Art Master Plan is outlined on the following pages. The scope should be refined with input from staff. Please note that references to "Client Group" is the City of Ormond Beach-designated project manager, members of Ormond Beach City Council, Ormond Beach Arts District Board, and City staff, and the "Team" is the Designing Local team members.

PHASE 1: MOBILIZATION

TASK 1: REVIEW OF EXISTING DOCUMENTS

1.01: Research and document an inventory of existing art and cultural assets throughout Ormond Beach. The team will work with the Client Group to determine what current arts and culture destinations and attributes are revered and valued. The team will be familiar with the following:

- Relevant previously prepared plans for the City, including the 2019 Ormond Beach CRA Master Plan, the Ormond Beach Main Street branding strategy, and the Chapter 18, Ormond Beach Code of Ordinances, Public Arts Program in the Downtown Overlay District;
- Geographic distribution of cultural attributes and assets;
- Ormond Beach history;
- Locations for future development projects in the City;
- All arts and culture work of Ormond Beach in the last 10 years;
- National assessment of conditions and trends in arts and culture planning and placemaking, paying special attention to municipalities of similar size and character both locally and nationally as benchmark cities.

1.02: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Plan. This will address the role and responsibility of the Client Group and Team with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.03: Contribute to the development of a project website. The Team will work with the Client Group to create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, an online mapping tool for data visualization, an online survey, and any other relevant information to the planning process. In addition to a project website, a communication plan will be developed with the Client Group to ensure maximum community engagement and publicity.

Task 1 Deliverables

- Project framework;
- Work plan and overall timeline of the project;
- Project website content;
- Stakeholder list.

TASK 2: WHAT IS PUBLIC ART

2.01: Articulation of a common vision for Downtown Ormond Beach. Based on the public workshops and stakeholder meetings, the Team will extract the story Ormond Beach wants to tell to the outside world through its Downtown Public Art Master Plan. This narrative, in addition to any existing plans and the needs assessment completed in Task 1, will become the foundation on which the the Downtown Public Art Master Plan is built. The Downtown Public Art Master Plan will contain goals and action steps for public art that are achievable within the next 5 years. Each recommendation will be examined for connection to other planning projects. It is understood that the objectives of the plan may be subject to change during the planning process.

PROPOSED WORK PLAN, CONTINUED

- **Public Art Vision** - Statement of Purpose and Vision for art and culture in Ormond Beach, with an emphasis on its importance, including anticipated benefits from economic and cultural perspectives;
- **Public Art Program Goals** - Summary of research, findings, and community outreach results with definitions that establish standards for arts and culture and steps to ensure a responsible and transparent stewardship of the Downtown Public Art Master Plan. Additionally, a mission beyond aesthetics would be communicated, including considerations of the following values: environmental, educational, economic development, community participation and outreach, and equity;
- **Public Art Policy or Procedure Changes** - Recommended public art policies required to successfully implement a strong Public Art Program including maintenance, acquisition, donations and gifts, general collection management policies, and governance policies. This would contain an Administrative Guide for commissioning, selecting, and acquiring artwork;
- **Public Art Opportunities** – Map of future sites of high priority, such as Downtown venues and the Granada Bridge, as defined by the Client Group, community, and careful review of planned improvements to public places. This would recommend geographic priorities for parks, public facilities, streetscape, private property, and the Granada Bridge with site criteria and framework for temporary versus permanent, iconic/gateway art placement, and participatory art. Identification of themes and values on which the community should focus its public art resources, including the prioritization of projects proposed, with a projected timeline and financial strategy for the Downtown Public Art Master plan implementation;

2.02: Develop a strategy to gain community consensus for the Plan. The Team will work to determine the tools and information needed to create the basis for community-wide consensus building.

Task 2 Deliverables

- Draft Plan elements with overall look and design of the final plan book
- Community outreach strategy and execution for adoption
- Raw data from all collector methods

PHASE 2: SYNTHESIZE IDEAS & DEFINE STRATEGY

TASK 3: DOWNTOWN OPPORTUNITIES & VENUES FOR PUBLIC ART DEVELOPMENT

3.01: Downtown public art and activation concepts. The Team will determine temporary and permanent public art interventions that could enhance Downtown parks, public facilities, streetscape, private, property and Granada Bridge. Concepts will include:

- Public art definition, art categories, and recommended exclusions to the scope;
- A robust asset and vision map of all future planned public art and placemaking assets in Downtown Ormond Beach and a clear framework outlining how they benefit the site;
- Proposed implementable, global-leading public art goals to attract, retain and support tenants, visitors of Downtown;
- Identification of sites for future permanent and/or temporary public art projects.
- Potential demonstration projects.

3.02: Present outline and graphic elements of the Downtown Public Art Master Plan. The Team will present the structure and components, including design concepts and format to the Client Group.

Task 3 Deliverables

- Existing Conditions Report that includes a map of recommended target Downtown Public Art locations

PROPOSED WORK PLAN, CONTINUED

TASK 4: GRANADA BRIDGE PUBLIC ART OPTIONS

4.01: Present outline and graphic elements of the Downtown Public Art Master Plan. The Team will present the structure and components, including design concepts and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

Task 4 Deliverables

- Draft recommendations for public art elements for Granada Bridge

PHASE 3: INITIAL RECOMMENDATIONS

TASK 5: PROJECT COSTS & FUNDING

5.01: Sustainable Funding Plan. Analysis of all funding sources and recommendations including public/private partnership opportunities.

Task 5 Deliverables

- Draft recommendations for public art funding
- Outreach materials that summarize Downtown Public Art Master Plan goals and content clearly

TASK 6: PERMITTING SUMMARY

6.01: Present draft master plan to the community stakeholders and City staff. The Team will provide the community stakeholders, the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The Team will also educate staff, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

Task 6 Deliverables

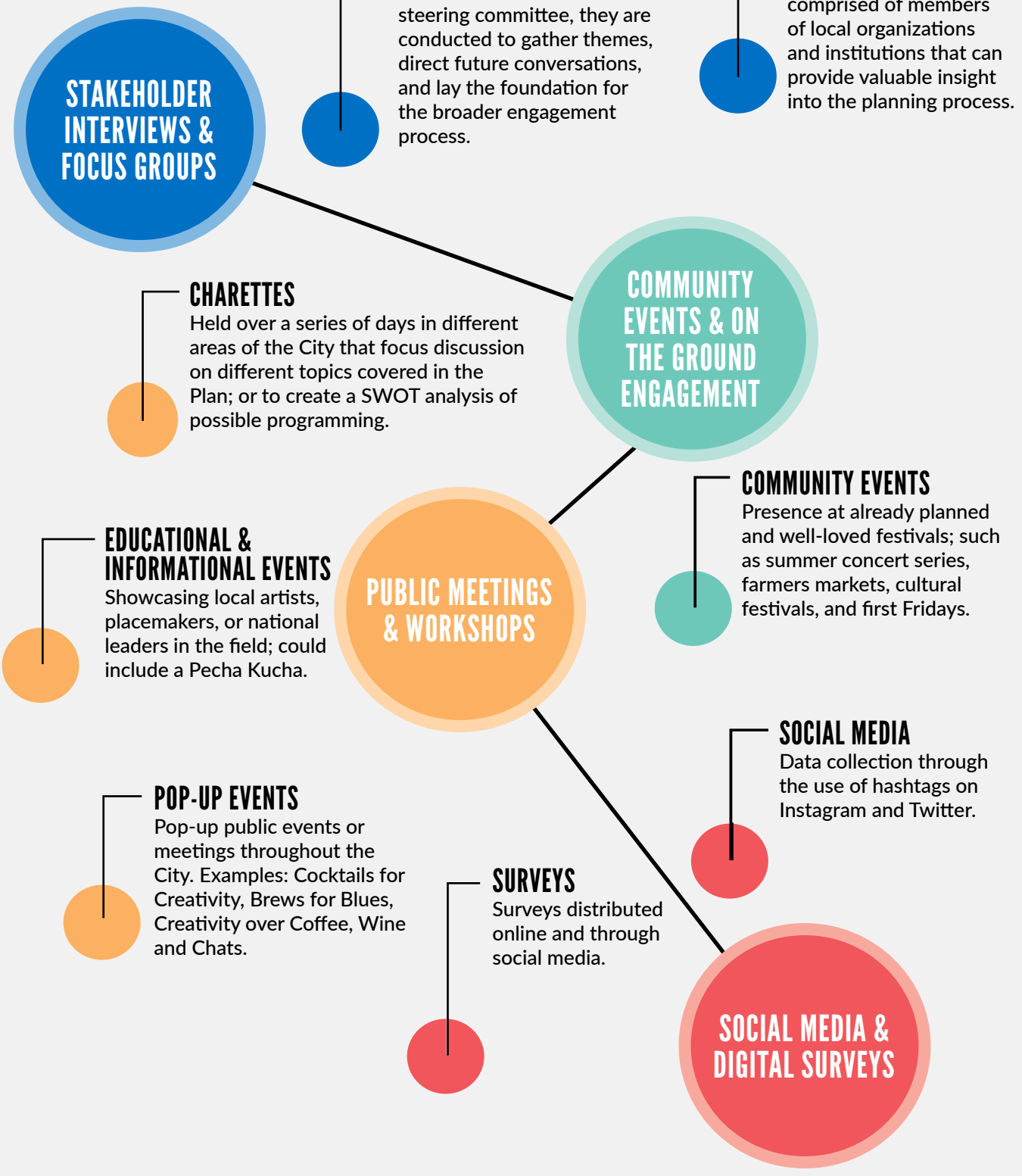
- Draft recommendations for public art funding
- Outreach materials that summarize Downtown Public Art Master Plan goals and content clearly

TASK 7: COMMUNITY OUTREACH & PUBLIC INPUT

7.01: Determine existing attitudes and perceptions, opportunities and challenges to creating an Downtown Public Art Master Plan for Ormond Beach. Upon completion of Task 1, the team will meet with stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or group sessions. During this series of meetings, the Team will define public art and identify types of public art that align with the plan for fulfilling the vision. The stakeholder list will be provided by the Client Group and the Team.

- **Create.** The team will work with the Client Group to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the Team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the City's website, and will be available in hard copy in City offices. These surveys will look for feedback on the definition of public art and provide examples and types of public art.

WE MEET PEOPLE WHERE THEY ARE



PROPOSED WORK PLAN, CONTINUED

- **Market.** The Team will assist the Client Group in promoting the workshops, including developing the design of all marketing materials. The Team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Report.** The project Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens.

7.02: Visual Preference Survey. Identify the standards for the City and an improvement prioritization survey to identify which elements the public wishes to see installed first/have the most value.

Task 7 Deliverables

- Public Engagement report including data from Public Engagement meetings and Stakeholder Meetings

PHASE 4: FINAL REVIEW

TASK 8: REQUIRED MEETINGS

8.01: Kick-off Meeting. The Team will host a kick-off meeting with the Client Group and members of Ormond MainStreet, Ormond Art District Board, and Ormond Memorial Art Museum for an intense orientation. This is anticipated to be a full day session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A designated Client Group member will be expected to lead this tour. The Team will also evaluate the collection through documentation.

8.02: Public Workshops. The Team will work with the the Client Group to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Ormond Beach and the values of the community. A minimum of two in-person public meetings will be facilitated. One event will be to kick-off the planning process, the second to solicit the community's big ideas for public art.

8.03: Stakeholder Meetings. The Planning Team will work with the Client Group to design and facilitate a series of up to 10 interviews with key Downtown stakeholders identified by the City of Ormond Beach – such stakeholders may include the Mayor and City Council, business executives, local culture bearers, and community leaders, etc.

8.04: Additional Meetings. Meetings with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. This Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the project goals and outcomes.

8.05: Present draft master plan to the community stakeholders and Ormond City Staff. The team will provide the community stakeholders, the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes. The team will also educate staff, the City Commission, as the Community Redevelopment Area board, local arts and cultural organizations, museums, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

Task 8 Deliverables

- Presentation of initial recommendations to community stakeholders and Staff
- Draft and Final Plan including presentation slides

PROPOSED WORK PLAN, CONTINUED

TASK 9: ACTION PLAN

9.01: Present outline and graphic elements of the plan. The Team will present the structure and components of the Master Plan, including design concepts and format to staff and the Client Group. A list of proposed education and PR materials for public consumption will be included.

9.02: Creation of the final Plan. The Team will finalize the plan based on feedback from the community stakeholders, staff, and elected officials.

9.03: Outreach Materials. The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

Task 9 Deliverables

- Presentation of initial recommendations to community stakeholders and Staff
- Draft and Final Plan including presentation slides

TASK 10: FINAL REPORT

10.01: Presentation to the City Council and Ormond Beach residents. The Team will present the final draft of the Downtown Public Art Master Plan. at a City Council work session or meeting.

10.02: Presentation to Planning Board and City Council. The Team will present the Downtown Public Art Master Plan. final draft to the Public Art Committee, City Council, and any other stakeholders.

Task4 Deliverables

- Final Downtown Public Art Master Plan presentation to elected officials and public
- Original files of Downtown Public Art Master Plan document
- Final Downtown Public Art Master Plan
- Presentation of initial recommendations to community stakeholders and the Client Group

**All deliverables from all phases will be compatible with Ormond Beach' software and all materials will become property of the City.*

ASSUMPTIONS

Please note that references to "Staff" mean the City-designated project manager and personnel and the "Team" means Designing Local team members.

ASSUMPTIONS OF STAFF

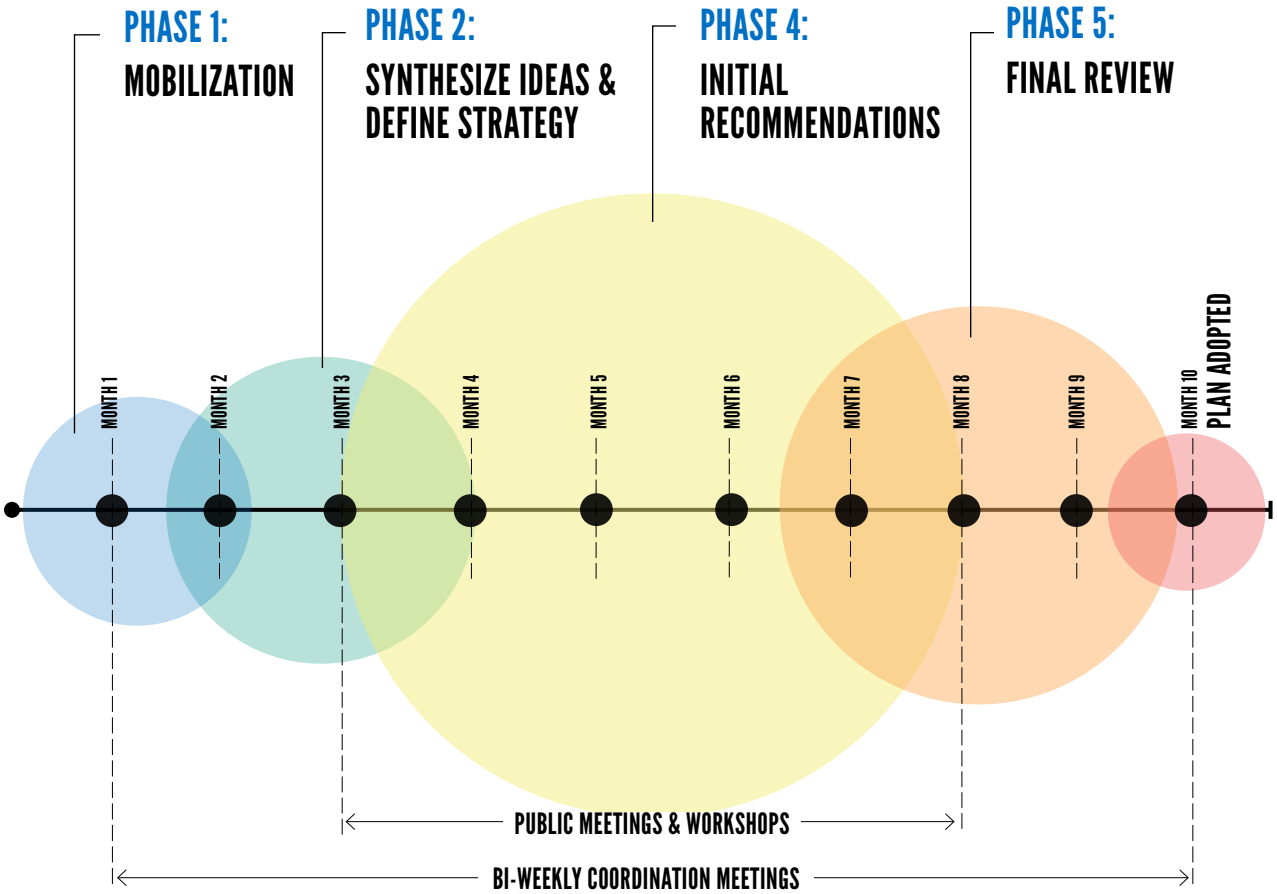
- This approach will be converted to a detailed scope of work finalized in collaboration with the Staff that will address coordination among City of Ormond Beach staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

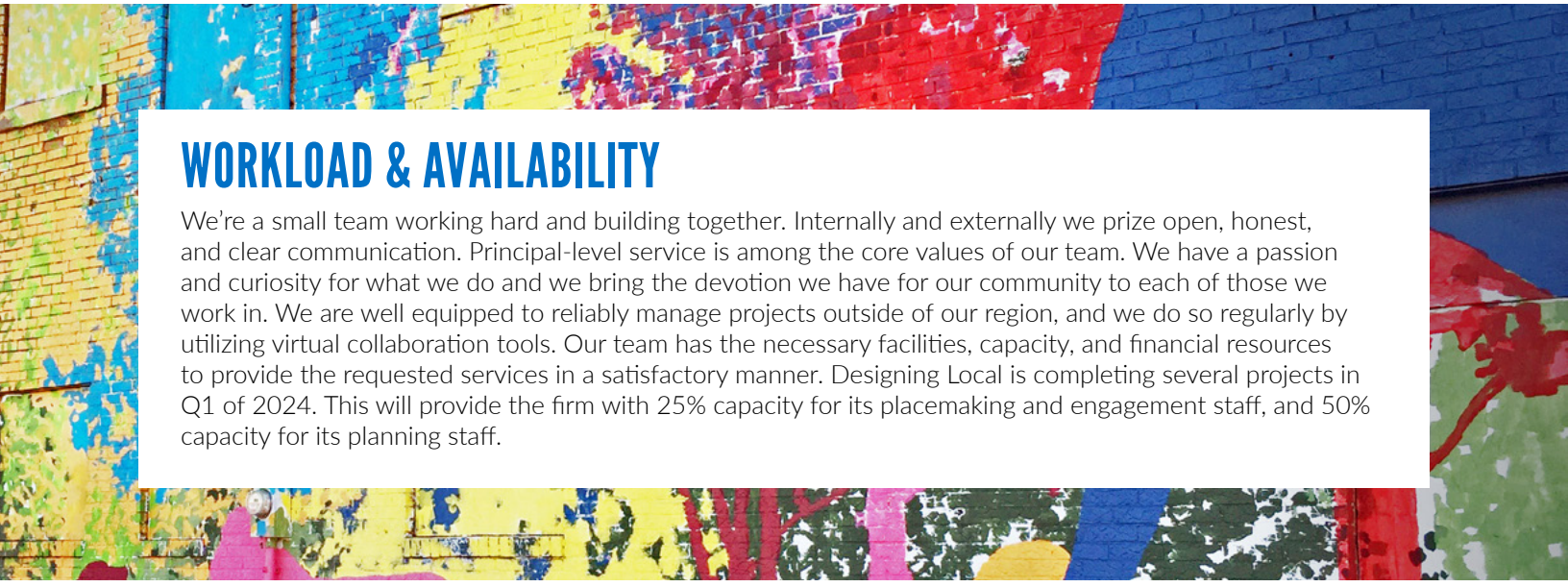
ASSUMPTIONS OF TEAM

- The Team will be prepared to have work sessions and project updates at minimum, bi-weekly with Staff.
- The Team will attend all meetings as needed and required and will prepare meeting summaries for Staff, including a monthly progress report as requested.
- The Team will prepare presentation materials in suitable formats for all public meetings.
- The Team will take the lead on facilitating all public meetings.
- The Team will respond in a timely manner to any and all questions from the public and Staff.
- The Team will serve as a liaison between the City, Departments, and community stakeholders.
- The Team will brief City leadership on plan recommendations, as requested.
- The Team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

PROPOSED SCHEDULE

The Team anticipates that this project will require approximately 9 months to complete. This will include a minimum of two public engagement events and bi-weekly Client Group meetings. The process shown below is preliminary and we anticipate refinement of the schedule with input from the Client Group.





WORKLOAD & AVAILABILITY

We're a small team working hard and building together. Internally and externally we prize open, honest, and clear communication. Principal-level service is among the core values of our team. We have a passion and curiosity for what we do and we bring the devotion we have for our community to each of those we work in. We are well equipped to reliably manage projects outside of our region, and we do so regularly by utilizing virtual collaboration tools. Our team has the necessary facilities, capacity, and financial resources to provide the requested services in a satisfactory manner. Designing Local is completing several projects in Q1 of 2024. This will provide the firm with 25% capacity for its placemaking and engagement staff, and 50% capacity for its planning staff.

PROPOSED FEE

The following level of effort worksheet is based on the project scope of work as described in the RFP. Designing Local anticipates refinement of the scope of work, and subsequently, the phase and fee.

Phase	Phase Name	Fee
PHASE 1	**MOBILIZATION**	**$15,000**
TASK 1	Review of existing documents	$5,000
TASK 2	What is public art	$10,000
PHASE 2	**SYNTHESIZE IDEAS & DEFINE STRATEGY**	**$25,000**
TASK 3	Downtown opportunities & venues for public art development	$20,000
TASK 4	Granada Bridge public art options	$5,000
PHASE 3	**INITIAL RECOMMENDATIONS**	**$20,000**
TASK 5	Project costs & funding	$2,000
TASK 6	Permitting summary	$3,000
TASK 7	Community outreach & public input	$15,000
PHASE 4	**FINAL REVIEW**	**$20,000**
TASK 8	Required meetings	$10,000
TASK 9	Action plan	$5,000
TASK 10	Final report	$5,000
	BASE FEE	**$80,000**
Optional Additional Services		Fee
	Optional local artist engagement and participation	$20,000
	TOTAL WITH ADDITIONAL SERVICES	**$100,000**

HOURLY RATES

Josh Lapp: $155/Hour

Amanda Golden: $155/Hour

Jasmine Metcalf: $100/Hour

Anna Talarico: $100/Hour

OPTIONAL LOCAL ARTIST ENGAGEMENT & PARTICIPATION

As an optional additional service we encourage including local artists to facilitate engagement and/or temporary public art installations as part of this process. This could take many forms and the opportunity to hire an artist(s) could be undertaken through a call for artist process. An optional budget item for this has been added to the proposed fee.











7

REQUIRED FORMS

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)

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.

DESIGNING LOCAL, LTD.
COMPANY NAME

AUTHORIZED SIGNATURE

Joshua Lapp
NAME

Principal
TITLE

March 12, 2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
February 22, 2024	Pre-submittal Meeting Agenda
N/A	N/A

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: DESIGNING LOCAL, LTD.

VENDOR/CONTRACTOR LICENSE NUMBER: N/A

ADDRESS: 20 E. Broad Street, Suite 1010
Columbus, Ohio 43215

PHONE NO.: 614.607.1557 FAX NO.: N/A

SUBMITTER'S NAME: Josh Lapp
(Typed or Printed in Ink)

TITLE: Principal

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[X] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

DESIGNING LOCAL, LTD.
COMPANY NAME

AUTHORIZED SIGNATURE

Josh Lapp
SIGNER'S NAME (PRINT OR TYPE)

Principal
TITLE

March 12, 2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXX)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

DESIGNING LOCAL, LTD.
Company Name

Authorized Signature

Josh Lapp
Print Name

Principal
Title

City of Ormond Beach
PRE-RFP MEETING
SIGN-IN SHEET
Downtown Public Art Master Plan
RFP #2024-09

February 21, 2024
Time: 2:00 PM

Name (sign & print)	Company (and location)	Telephone:	E-mail:
Sarah Cushing	Senior Planner, City of Ormond Beach	386-676-3345	sarah.cushing@ormondbeach.org
Rob Hart	Purchasing Coordinator, City of Ormond Beach	386-676-3223	rob.hart@ormondbeach.org
EUGENE DAMASO	KUBO STUDIO	904-718-1278	edamaso@kubo-studio.com
Steven Spraker- remote	Planning Director, City of Ormond Beach	386-676-3341	steven.spraker@ormondbeach.org

Downtown Public Art Master Plan
Ormond Beach, FL,
RFP No. 2024-09
Pre-submittal Meeting Agenda

February 21, 2024

1. ADVERTISEMENT

The document package necessary for participating in this RFP can be obtained on-line at www.demandstar.com, or by calling DemandStar at (206) 940-0305. If you have any difficulty obtaining the RFP documents, please contact the City's purchasing office at (386) 676-3223.

There will be a pre-submittal meeting on February 21, 2024 at 2:00 PM at the City's Training Room, 22 South Beach St, Ormond Beach. This meeting is not mandatory.

One (1) signed original of the complete unbound proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be submitted in a single sealed envelope to the Purchasing Coordinator, City Hall, 22 South Beach Street, Room 102, Ormond Beach, FL 32174, no later than **March 13, 2024 at 2:00 PM.**

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

$80,000 is included in the 2023-24 Capital Improvement Program.

2. Scope

The City of Ormond Beach, Florida, is seeking proposals from qualified consultants, consultant teams and/or firms specializing in the implementation of public art projects associated with community aesthetic features programs preferably in community redevelopment areas. The City of Ormond Beach is a coastal community incorporated in 1880 and located just north of Daytona Beach in Volusia County with a population of over 44,000. In 1985, the Ormond Beach Community Redevelopment

Area (CRA) was established through an agreement with Volusia County, in accordance with Florida Statutes Chapter 163. The Ormond Beach Community Redevelopment Agency completed a 2019 Master Plan Update. The results of the work included an organizing set of Master Plan Themes from a volume of community input which provided ideas, concerns, aspirations, and desired actions. The Master Plan identified the need for public art and this request for proposal seeks an implementable action plan schedule

February 11, 2024	Advertisement
February 21, 2024, 2:00 PM Training Room, 22 S Beach St	Non-mandatory pre-proposal meeting
March 13, 2024, 2:00 PM	Proposals Due - one (1) signed original of the complete unbound 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.

3. Submittal

   Proposal Delivery: The City of Ormond Beach must receive one (1) signed original of the complete unbound 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 a single sealed envelope. Submit proposals to the Purchasing Coordinator, City Hall, 22 South Beach Street, Room, 102, Ormond Beach, FL 32174, no later than **March 13, 2024 at 2:00 PM**. Proposals shall be in a sealed envelope with the RFP title and number plainly marked on the outside of the envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

4. Last day for questions March 4, 2024 at 5:00pm

5. Questions/Answers:

Should questions arise during the site visit that require an official answer, those questions need to be directed, via email to Rob Hart, Purchasing Coordinator at

Rob.Hart@ormondbeach.org, only answers given by published addenda will be considered as part of any potential agreement reached

February 20, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: RFP 2024-09 – Downtown Public Art Master Plan

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

The following additional information is being provided in response to inquiries received.

Question 1: The Downtown Public Art Master Plan RFP released over the weekend requires submitting firms to have completed "no less than three previous public art plans". In our experience, this type of master plan is not common, and we feel very few firms will have completed 3 in Florida as the RFP prefers and your pool of applicants will be severely limited. Would the City consider removing this Past Performance Experience to open up the potential pool of applicants? Additionally, is there a reason this couldn't be awarded through the Continuing Contracts RFQ which is still being processed? In reading the RFP, a landscape architectural or planning firm would be able to handle the Scope of Services you are seeking and is capable of producing any graphics, maps or reports necessary to complete the task.

Answer 1: The requirements of the RFP stand as-is, we welcome and will review all submissions submitted prior to the deadline identified in the RFP. The Continuing Contracts RFQ has not yet been awarded, as such, contracts are not in place to award on that basis.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – RFP 2024-09 – Downtown Public Art Master Plan for the City of Ormond Beach.

City of Ormond Beach, Florida

February 23, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: RFP 2024-09 – Downtown Public Art Master Plan

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Please replace pages 21 – 25 with the attached.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – RFP 2024-09 – Downtown Public Art Master Plan for the City of Ormond Beach.

City of Ormond Beach, Florida

City of Ormond Beach
Request for Proposals (RFP)
Downtown Public Art Master Plan
(RFP No. 2024-09)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____FAX NO.:_____

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

TITLE:_____

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] 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
Request for Proposals (RFP)
Downtown Public Art Master Plan
(RFP No. 2024-09)
DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
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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.

Company Name

Authorized Signature

Print Name

Title

City of Ormond Beach
Request for Proposals (RFP)
Downtown Public Art Master Plan
(RFP No. 2024-09)

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

RFQ Evaluation Summary

Project: Downtown Public Art Master Plan

Recommendation(s) of Award highlighted

RFP Number: 2024-09

Date & Time: April 16, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm **25 Points Max**
References **20 Points Max**
Methodology and Technical Approach **25 Points Max**
Public outreach strategy **15 Points Max**
Fee Proposal **15 Points Max**

Score Summary

	Qualifications of Firm 25 Points Max					References 20 Points Max					Methodology and Technical Approach 25 Points Max					Public outreach strategy 15 Points Max					Fee Proposal 15 Points Max					Totals					
Firm	S.S	B.R.	S.D.	S.M.	Total	S.S	B.R.	S.D.	S.M.	Total	S.S	B.R.	S.D.	S.M.	Total	S.S	B.R.	S.D.	S.M.	Total	S.S	B.R.	S.D.	S.M.	Total	S.S. Totals	B.R.. Totals	S.D. Totals	S.M. Totals	total points	rank by points
Designing Local	21	22	20	23	86	19	15	18	17	69	22	22	20	23	87	14	12	13	15	54	14	14	13	12	53	90	85	84	90	349	1
GAI Consultants	23	18	20	23	84	20	15	17	20	72	23	18	18	23	82	15	12	13	15	55	14	14	13	14	55	95	77	81	95	348	2
KUBO Studio	14	18	18	18	68	15	15	16	15	61	15	18	15	20	68	10	12	10	10	42	15	14	13	12	54	69	77	72	75	293	3

Rob Hart
Purchasing Coordinator

Steven Spraker
Planning Director

Brian Rademacher
Economic Development Director

Siobhan Daly
Cultural Center Coordinator

Sarah Motes
Senior Planner

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-80
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Award - 2024 Roadway Resurfacing 2024-11		
Summary:	The 2024 Road Resurfacing project is a scheduled Capital Improvement Project. Road resurfacing is an important pavement maintenance activity which prolongs the service life of City roads and defers costly reconstruction of roadways. This project will include approximately 4.12 miles of asphalt road resurfacing on various streets throughout the City, including replacement of curb, gutter, and sidewalk where deemed necessary. A set of plans and street location maps are attached. A disposition item for advertisement of competitive bidding was approved by the Commission on Jan 23, 2024. This project was bid with some of the work as an additive alternate as prices for asphalt have been rising steadily. On March 5, 2024, bids were opened, and base bids ranged from $791,358.35 - $1,075,157.50. Total bids including the alternate were over the budget allotted for this project, so only the base bid is recommended for award. The low bidder was Masci General Contractor, Inc., of Port Orange, FL. Masci General Contractor, Inc., has successfully completed similar projects for the City and is recommended for this project.		
Financial Impact:	Funding in the amount of $750,000 was included in the Fiscal Year 2023-2024 budget, within Fund 308 - Transportation Improvement. Since this project was budgeted last fiscal year, a future budget amendment will be needed to carry forward funding.		
Citizen Impact:	Residents will experience minor, temporary traffic delays and access inconveniences associated with the construction activities of this project. One to two streets are typically milled within a day and new asphalt is paved typically within two to three days after milling. The		

	process of removing and replacing curb and gutter will usually take approximately 3-5 weeks. Work will be performed between 7 a.m. - 7 p.m., Monday-Friday.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the base bid for the 2024 Roadway Resurfacing Project, Bid Number 2024-11, to Masci General Contractor, Inc., at the contract amount of $791,358.35.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-80 Roadway Resurf-Masci (P24-0069G) 2. MASCI PROPOSAL - Bid no 2024-11 - 2024 Road Resurfacing 3. 2024 Road Resurfacing Plans 4. RFP 2024-11 signed tabulation
Approval:	Kelly McGuire, Finance Director 4/26/2024 Kelly McGuire, Finance Director 5/3/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-80

A RESOLUTION ACCEPTING THE BID OF MASCI GENERAL CONTRACTOR, INC. REGARDING THE 2024 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2024-11; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-11) regarding the 2024 roadway resurfacing project ("Project") in accordance with Section 2-300, *Code of Ordinances,* and

WHEREAS, the appropriate City staff members have reviewed the four bids received and have determined that the bid submitted by Masci General Contractor, Inc. with a base bid of $791,358.35, plus the bid alternate at $87,651.55, for a total bid in the amount of $879,009.90 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

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

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

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

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

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

SECTION ONE. The base bid submitted by Masci General Contractor, Inc. to provide services for the Project at a cost not to exceed $791,358.35 is hereby accepted.

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

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

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

APPROVED AND AUTHENTICATED this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

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

PROJECT IDENTIFICATION: **2024 ROAD RESURFACING**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-11

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
02/16/2024	1
2/27/2024	2

(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	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course S.P. 9.5	4,750	Tons	$ 134.90	$ 640,775.00
2	Asphalt Concrete Leveling Course S.P. 9.5	475.0	Tons	$ 49.50	$ 23,512.50
3	Mill Existing Surface	51,173	SY	$ 1.45	$ 74,200.85
4	Adjust Manhole to Grade	10	EA	$ 5.00	$ 50.00
5	Adjust Valves to Grade	8	EA	$ 5.00	$ 40.00
6	Thermoplastic Striping	1	LS	$36,000.00	$ 36,000.00
7	Curb & Gutter	150	LF	$ 39.20	$ 5,880.00
8	Miscellaneous Driveway	250	SY	$ 20.00	$ 5,000.00
9	Sidewalk	250	SY	$ 20.00	$ 5,000.00
10	Asphalt Millings	900	CY	$ 1.00	$ 900.00

TOTAL BASEBID $791,358.35
(Figures)

Seven hundred ninety-one thousand, three hundred fifty-eight dollars and thirty-five cents
(Words)

ALTERNATE NO.1 (SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL)

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
11	Asphalt Concrete Surface Course S.P. 9.5	482	Tons	$ 134.90	$ 65,021.80
12	Asphalt Concrete Leveling Course S.P. 9.5	48.2	Tons	$ 49.50	$ 2,385.90
13	Mill Existing Surface	5,713	SY	$ 1.45	$ 8,283.85
14	Thermoplastic Striping	1	LS	$ 10,000.00	$ 10,000.00
15	Curb & Gutter	50	LF	$ 39.20	$ 1,960.00

TOTAL BID ALTERNATE $ 87,651.55
(Figures)

Eighty seven thousand, six hundred fifty-one dollars and fifty-five cents
(Words)

Executed in 1 Counterpart

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Masci General Contractor, Inc.

(*hereinafter called Principal*) and

Arch Insurance Company ----------

(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State Missouri of with its principal offices in the County of Hudson County, NJ and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid ----------

----------Dollars ($---------- 5 % ----------) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, 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 Roadway Resurfacing (Bid No. 2024-11)** 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 5th day March, 20 24.

MASCI GENERAL CONTRACTOR INC CORPORATE SEAL 2004 FLORIDA

Masci General Contractor, Inc.
(Principal)

By: Leticia M. Ferreira

ATTEST:

Arch Insurance Company
(Surety)

Alexis Woodham
(SEAL)
Alexis Woodham, Witness

By: Jeffrey W. Reich

Jeffrey W. Reich*, Attorney-In-Fact &
FL Licensed Resident Agent
*Inquiries: 407-786-7770

END OF SECTION
00410 - 1

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cheryl Foley, Emily Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **28th day of November, 2023**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated November 28, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5th **day of** March, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

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

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

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

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

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Local Vendor Preference

   (g) Verification of Employment Status Using E-Verify System

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

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

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

SUBMITTED on March 5th, 20 24.

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 Masci General Contractor, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

Vice President
(Title)

MASCI GENERAL CONTRACTORING CORPORATE SEAL 2004 FLORIDA
(Corporate Seal)

Attest _____

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

Phone No.: 386-322-4500

Fax No.: 386-322-4600

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Asphalt	Masci General Contractor, Inc.
Base	Masci General Contractor, Inc.
Concrete	Maschmeyer

Subcontractors:

Work Classification: Thermo Striping

Name: McShea Contracting, LLC

Address: 508 Owen Ave, Lehigh Acres, FL 33971

Phone Number: 239-368-5200 Fax Number: _____

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Maintenance of Traffic

Name: Acme Barricades

Address: 508 Clifton St., Orlando, FL 32808

Phone Number: 813-695-3690 Fax Number: _____

Work Classification: Survey

Name: On Point Surveying, Inc.

Address: PO Box 770931, Winter Garden, FL 34777

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

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2024 ROADWAY RESURFACING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	500	L.F.	$5.00	$2,500.00
2. Sheeting/Shoring		S.F.		

3/5/2024
Name (signature) Date

Leticia M. Ferreira
Name (typed or printed)

Vice President
Title

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

3/5/2024

Name (signature) Date

Leticia M. Ferreira

Name (typed or printed)

Vice President

Title

BID (Cont'd.)
2024 ROADWAY RESURFACING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[✓] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Litigation information to be disclosed upon award. There have been no license sacncitons within the past 5 years.

Masci General Contractor, Inc.
COMPANY NAME


AUTHORIZED SIGNATURE

Leticia M. Ferreira
NAME (PRINT OR TYPE)

Vice President
TITLE

3/5/2024
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.

BID (Cont'd.)
2024 ROADWAY RESURFACING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: Masci General Contractor, Inc.

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

Business or Contractor License Number: CGC1518864, CUCA56854, PE68418

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

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

Sworn to before me this 5th day of March, 2024

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

Notary Public Signature: Tammy Schneider

Printed Name: Tammy Schneider

TAMMY SCHNEIDER
Notary Public - State of Florida
Commission # HH 155670
My Comm. Expires Oct 10, 2025
Bonded through National Notary Assn.

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Masci General Contractor, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Leticia M. Ferreira
NAME (PRINT OR TYPE)

Vice President
TITLE

3/5/2024
DATE

END OF BID

00300-16

Revised 12/18/20

2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 201902070002 Expires: September 30, 2024
Business Location: 5752 RIDGEWOOD AVE

Business Name: MASCI GENERAL CONTRACTOR, INC
Owner Name: LEONEL MASCI, P.E.
Mailing Address 5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CGC1518864	301UT	14	$36.00
Construction Subcontractor	CGC1518864	451	14	$80.00
Business Service	CGC1518864	471	14	$80.00
Hazardous Waste Fee	CGC1518864	HW	1	$46.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/10/2023
RECEIPT #:	503251
TOTAL TAX:	$242.00
PENALTY:	$0.00
TOTAL PAID:	$242.00

Business Name: MASCI GENERAL CONTRACTOR, INC
Owner Name: LEONEL MASCI, P.E.
Mailing Address 5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

Account #: 201902070002 Expires: September 30, 2024
Business Location: 5752 RIDGEWOOD AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI CORPORATION
5752 S RIDGEWOOD AVE
HARBOR OAKS FL 32127

LICENSE NUMBER: CUCA56854

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASCI, LEONEL ANDRES

MASCI GENERAL CONTRACTOR, INC.
5752 S RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: CGC1518864

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MASCI, LEONEL ANDRES

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE FL 32127

LICENSE NUMBER: PE68418

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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Detail by Entity Name

Florida Profit Corporation
MASCI GENERAL CONTRACTOR, INC.

Filing Information

Document Number	P04000169369
FEI/EIN Number	20-2045800
Date Filed	12/17/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/01/2010
Event Effective Date	NONE

Principal Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Mailing Address

5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Registered Agent Name & Address

MASCI, MARIA
5752 S RIDGEWOOD AVE
PORT ORANGE, FL 32127

Name Changed: 04/09/2012

Address Changed: 01/12/2021

Officer/Director Detail

Name & Address

Title President

MASCI, LEONEL
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Title VP

MASCI, ANDRES
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Title S

Masci, Maria
5752 S Ridgewood Ave
Port Orange, FL 32127

Title VP

Ferreira, Leticia Maria Masci
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FL 32127

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	01/12/2021
2022	01/27/2022

Document Images

01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
04/03/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
07/25/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/19/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
06/01/2010 -- Amendment	View image in PDF format
05/17/2010 -- Amendment	View image in PDF format
01/14/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
02/12/2007 -- ANNUAL REPORT	View image in PDF format
01/19/2006 -- ANNUAL REPORT	View image in PDF format

04/29/2005 -- ANNUAL REPORT	View image in PDF format
12/17/2004 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown and Brown 300 N Beach Street Daytona Beach FL 32114	PHONE (A/C, No, Ext): (386) 239-5742	FAX (A/C, No):
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Masci General Contractor, Inc Masci Construction Inc 5752 S Ridgewood Ave Port Orange FL 32127	INSURER A: Allied World Surplus Lines Insurance Company	24319
	INSURER B: Starstone National Insurance Company	25496
	INSURER C: Great American Insurance Company	16691
	INSURER D: Bridgefield Casualty Insurance Company	10335
	INSURER E: Markel American Insurance Company	28932
	INSURER F: Indian Harbor Insurance Company	36940

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6004-1592	08/08/2023	08/08/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			APB4000035#1	08/08/2023	08/08/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			TUU 4-05-55-16-02	08/08/2023	08/08/2024	EACH OCCURRENCE AGGREGATE Prods/C-ops	$ 3,000,000 $ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-58610	08/08/2023	08/08/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Inland Marine			MKLM2IM0001918	08/08/2023	08/08/2024	Leased/Rented Per Item: Leased/Rented Per Occ: INSTALLATION	$750,000 $1,500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

FLORIDA DEPARTMENT OF TRANSPORTATION
605 SUWANEE STREET
TALLAHASSEE FL 32399

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown and Brown	Masci General Contractor, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

PROFESSIONAL / POLLUTION LIABILITY:
POLICY NUMBER: PEC005962602
08/08/2023 – 08/08/2024
INSURER:F
PROFESSIONAL LIABILITY: $1,000,000
POLLUTION LIABILITY: $1,000,000
AGGREGATE LIMIT: $2,000,000

WORKERS COMPENSATION (MASCI CONSTRUCTION, INC)
POLICY NUMBER: 0196-58609
08/08/2023 - 08/08/2024:
INSURER: D
- E.L. EACH ACCIDENT $1,000,000
- E.L. DISEASE - EA EMPLOYEE $1,000,000
- E.L. DISEASE - POLICY LIMIT $1,000,000

EXCESS AUTO LIABILITY ($1M X $3M)
CARRIER: UPLAND SPECIALTY INSURANCE COMPANY / NAIC: 16988
POLICY # USXTL0415323
TERM: 08/08/2023 - 08/08/2024
EACH OCCURRENCE: $1,000,000
AGGREGATE: $1,000,000
EXCESS OVER PRIMARY AUTO & UMBRELLA (AUTO ONLY)

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) CG2010 1219 - ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (ADDITIONAL INSURED - ONGOING OPERATIONS)
2) CG2037 1219- ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)
3) CG2034 1219 - ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
4) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVER AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
5) CG2001 1219 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION

AUTO LIABILITY
1)CA2048B 1013 - DESIGNATED INSURED - BLANKET
2) CA0444B 1013 -WAIVER OF SUBROGATION- BLANKET

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

UMBRELLA LIABILITY
1.) GAI6002 0697 - THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

INLAND MARINE
1) IM7902 0112 - LOSS PAYABLE SCHEDULE (LOSS PAYEE)

POLLUTION LIABILITY
1) EVPCPOCCP 0618 - (ADDITIONAL INSURED, PRIMARY NON-CONTRIBUTORY, WAIVER OF SUBROGATION)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 01,2023

MASCI GENERAL CONTRACTORS, INC
5752 SOUTH RIDGEWOOD AVE
PORT ORANGE, FLORIDA 32127

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Masci General Contractor, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1454791

Approved by:

Employer Masci General Contractor, Inc.	
Name (Please Type or Print) Leticia M Ferreira	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019

E-Verify

Company ID Number: 1454791

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Masci General Contractor, Inc.
Company Facility Address	5752 South Ridgewood Ave Port Orange, FL 32127
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	202045800
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 1454791

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 1454791

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leticia M Ferreira
Phone Number	3863224500
Fax	3863224600
Email	leticiamasci@masciqc.com

This list represents the first 20 Program Administrators listed for this company.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Masci General Contractor, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5752 S. Ridgewood Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Port Orange, FL 32127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 2 0 4 5 8 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/4/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

COMPLETED CONTRACTS AND REFERENCES					
CONTRACT AMOUNT	NAME OF PROJECT	YEAR COMPLETED	LOCATION	PROJECT CONTACT	SCOPE
$13,106,590.67	Howland Blvd	2023	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction
$9,478,640.62	Graham Swamp Trail & Pedestrian Bridge Over SR 100	2023	Flagler County	Flagler County Engineering Dept. 1769 E. Moody Blvd, Bunnell, FL	Bridge, Trail, Elevated Walkway(s) Construction
$7,424,368.89	E57A4 / SR 442	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$5,312,936.32	E57A1 / SR 600	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$6,972,041.30	T5727 SR 5 (US-1) Resurfacing	2023	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$4,983,178.60	T5680 - SR 436 & CR 427 Intersection Improvements	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$4,717,307.95	Volusia County Resurfacing 2021	2022	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Milling & Paving
$2,602,989.34	Port Orange Resurfacing 2020-2022	2022	Volusia County	City of Port Orange - 1000 City Center Circle, Port Orange, FL 32129	Milling & Paving
$2,278,249.24	Palm Coast Street Resurfacing 2021	2022	Flagler County	City of Palm Coast - 160 Lake Avenue, Palm Coast, FL 32164	Milling & Paving
$816,702.75	Edgewater Resurfacing 2021	2022	Volusia County	City of Edgewater - 104 N. Riverside Dr, Edgewater FL 32132	Milling & Paving
$662,964.05	Ormond Beach - 2022 Resurfacing	2022	Volusia County	City of Ormond Beach - 22 South Beach St, Ormond Beach, FL 32174	Milling & Paving
$7,501,367.18	E51A9 - SR 519 From Barnes to SR 520	2022	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Milling, Paving & Drainage Improvements

$13,106,590.67	Howland Blvd. Deltona, Widening	2022	Volusia County	Howland Boulevard, Deltona, FL	Road Widening & Drainage Improvements
$17,848,966.12	T5642 - SR46 Seminole County	2022	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 399,844.00	City of Ormond Beach Roadway Resurfacing	2022	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Resurfacing
$ 165,989.45	City of Titusville Neighborhood Services Department	2021	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs
$ 1,556,034.12	City of Titusville Annual Resurfacing - Public Works	2021	Brevard County	William Larese, 555 S. Washington Ave., Titusville, FL. (321) 567-3682	Resurfacing
$ 237,197.28	City of Lake Mary Citywide Milling & Paving	2021	Seminole County	Kevin Smith, City of Lake Mary, 911 Wallace Ct. Lake Mary, FL.	Milling & Paving
$ 345,460.13	City of Ormond Beach Roadway Repaving	2021	Volusia County	Alex Schumann, 22 South Beach St, Ormond Beach, FL.	Repaving
$ 2,319,234.97	City of Palm Coast Street Resurfacing	2021	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Resurfacing
$ 5,811,030.74	T5681 -SR 400 (I-4) Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$12,045,287.37	Riverwalk Phase III	2021	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Trail Construction
$ 1,331,946.72	Fort Florida Rd	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL	Road Construction
$ 4,976,836.09	T5680 Seminole County	2021	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 4,878,954.76	Williamson Blvd Widening	2021	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Road Expansion

$ 4,979,528.50	Design Build	2020	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL.	Design Build
$ 1,514,579.45	S. Park Ave Stormwater	2020	Seminole County	City of Sanford, 300 N. Park Ave. Sanford, FL. 32771, Bilal Iftikhar, (407) 688-5012	Stormwater Improvements
$ 2,204,501.12	T5670, SRA1A & SR520	2020	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 4,991,772.04	T5660 - US 1 @ SR 44	2020	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$28,838,467.02	T5636 - I-95 - Palm Coast Pkwy to Flagler/St Johns County Line	2020	Flagler/St Johns County	FDOT - District 5 - Ronald Meade (386) 740-3401 Ron.Meade@dot.state.fl.us	Road Construction
$ 7,136,709.34	T5625 SR 414 - Maitland Blvd	2020	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 1,490,648.98	E5Z02- US 192 Turn Lanes	2019	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Turn Lane Construction
$11,167,209.24	Iselsboro Subdivision Stormwater Improvements	2019	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Stormwater Improvements
$ 1,910,436.65	T5623 - SR 406	2019	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 3,502,651.17	North Mala Compra Basin Drainage	2019	Flagler County	Tyler Gibson, City of Palm Coast, 160 Lake Ave Palm Coast, FL. (386) 986-3730	Drainage Improvements
$ 4,747,313.60	SR 408 Milling & Resurfacing	2019	Orange County	Central Florida Expressway Authority - Andrew Bailey, P.E.	Resurfacing
$ 1,769,310.98	T5619 SR 5 (US 1) @ Reed Canal & Big Tree	2019	Volusia County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 53,327.90	Hopkins Ave Repair Patch	2019	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Minor Repairs

$ 1,237,008.73	Hopkins Ave RRR Improvements	2019	Brevard County	Kevin Cook, City of Titusville, 555 S. Washington Ave., Titusville, FL. (386) 567-3845	Road Construction
$ 489,567.45	Lift Stations 3 & 34	2018	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Lift Stations
$ 911,050.05	Desoto Park SW	2018	Brevard County	City of Satellite Beach, 565 Cassia Blvd, Satellite Beach, FL	Road Construction
$ 487,209.00	City of Ormond Beach 2018 Resurfacing	2018	Volusia County	City of Ormond Beach, Mike Dunn, (386) 676-3269 Dunnm@ormondbeach.org	Road Resurfacing
$ 975,088.45	Stone Street Streetscape	2018	Brevard County	City of Cocoa	Street Scraping
$ 345,317.10	E5U40 - Various County Roads Paving	2018	Seminole & Orange	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Paving
$ 483,218.60	E5U52 - SR 50 Outfall Drainage	2018	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Drainage Improvements
$12,348,616.00	T5506, SR 600 (John Young Parkway), Kissimmee	2018	Osceola County	FDOT - District 5 - John E. Tyler, P.E., 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 1,833,753.12	T5546 Eau Gallie Blvd	2018	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 5,373,132.25	T5576 SR 434	2018	Seminole County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 23,900.00	Crosslife Church - Oviedo	2018	Seminole County	Crosslife Chruch - Barry Edwards 45 W Broadway St., Oviedo, FL (407) 365-3484	Parking Lot Paving
$ 2,282,739.32	E5Y60 - SR 5 (US 1)	2018	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 287,189.33	Annual Road Resurfacing	2018	Brevard County	City of Titusville, Jesus Viera 555 S. Washington Ave, Titusville, FL	Resurfacing

$ 1,861,785.13	Spring to Spring Trail, Phase VII-B	2018	Volusia County	Volusia County, 123 W. Indiana Avenue, Deland, FL 32720	Trail Construction
$ 3,288,933.93	T5578, Orange Ave, Orlando	2018	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 5,357,590.18	T5554, SR A1A, Brevard	2017	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 1,569,373.88	WWTP #2 Driveway and Utility	2017	Lake County	City of Mount Dora, 510 N Baker St., Mount Dora, FL.	Treatment Plant
$ 1,833,753.12	SR 434 at Florida Central Parkway	2017	Seminole County	Seminole County Board of County Commissioners, 1301 E. 2nd St. Sanford, FL 32771	Road Construction
$ 1,219,508.60	City of Titusville Annual Road Resurfacing	2017	Brevard County	City of Titusville, Jesus Viera, 555 S. Washington Ave. Titusville, FL	Resurfacing
$ 1,841,073.64	Oxford Road Complete	2017	Seminole County	City of Casselberry, 95 Triplet Lake Drive, Casselberry, FL.	Road Construction
$ 1,085,603.74	T5553, SR 40, Ocala	2017	Marion County	Steven Fisher, FDOT - Ocala Operations	Road Construction
$ 95,405.00	Emergency Sewer Repair -	2017	Volusia County	Randy Coslow, City of Edgewater, (386) 424-2400	Sewer Repair
$ 66,830.00	Hampton Inn & Suites, Parking Lot, West Melbourne	2017	Brevard County	Kevin Hartman, Advantage Concrete hartman78@mac.com	Parking Lot Paving
$ 8,940,783.56	Central Beach Phase III Flood Mitigation Improvements	2016	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Mitigation Improvements
$ 2,178,372.00	Ft. Smith Blvd. Deltona, Section 4B	2016	Volusia County	City of Deltona	Road Construction
$11,252,308.00	Howland Blvd. Deltona, Widening	2016	Volusia County	Wayne Jackson - Volusia Co. 386-736-5967 x12468	Road Expansion
$ 501,311.00	Turnbull Bay Bridge Utilities	2016	Volusia County	City of New Smyrna Beach, Kyle Fegley, (386) 410-2811	Bridge Contruction

$ 1,837,115.00	T5545, SR 40, Ocala	2016	Marion County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 860,550.00	T5541, SR 406 Garden St., Titusville	2016	Brevard County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 1,019,727.00	Roosevelt Ave. - Satellite Beach	2016	Brevard County	City of Satellite Beach, 565 Cassia Blvd, Satellite Beach, FL	Road Construction
$ 1,124,704.00	E5W88, SR 426 (Aloma Ave), Winter Park	2016	Orange County	FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Road Construction
$ 2,901,022.00	Atlantic Ave Sidewalk - Ponce Inlet	2016	Volusia County	Jim Price, Volusia County Inspector, 386-561-8666 jprice@co.volusia.fl.us	Sidewalk Construction
$ 1,934,019.00	T5515 SR 3 - Melbourne	2015	Brevard County	FDOT District 5 Design, Tyler Jeffrey Malmborg, P.E. 719 S. Woodland Blvd., Deland 32720	Road Construction
$ 1,358,311.00	Pioneer Trail Curve Realignment - New Symrna Beach	2015	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Realignment
$ 1,032,003.00	Rinehart Road Trail	2015	Seminole County	Seminole County Government 100 E 1ST Street Sanford, FL 32771	Trail Construction
$ 228,038.73	City of Lake Mary Community Center	2015	Seminole County	City of Lake Mary, Bruce Paster, bpaster@lakemaryfl.com	Paving
$ 1,958,988.00	East Central Regional Rail Trail - New Smyrna	2015	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Trail Construction
$ 708,287.50	Ormond Beach - 2015 Road Resurfacing	2015	Volusia County	Alex Blake, City of Ormond Beach, 22 South Beach St, Ormond Beach FL alex.blake@ormondbeach.org	Resurfacing

$ 302,522.00	City of Holly Hill - 2015 Road Resurfacing	2015	Volusia County	City of Holly Hill, Walt Smyser, 453 LPGA Blvd, Holly Hill, FL 32117 (386) 248-9463 wsmyser@hollyhillfl.org	Resurfacing
$ 162,501.91	LPGA to Flomich - Holly Hill, FL.	2015	Volusia County	City of Holly Hill, 1065 Ridgewood, Holly Hill, FL 32117	Resurfacing
$ 627,275.00	FDOT #E5T69 - E5T69 Paved Shoulders	2015	Brevard County	Andrew McAlister - FDOT Brevard Operations - 321.634.6105	Road Construction
$ 1,276,877.00	Daytona Beach Int'l Airport	2015	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Taxiway Paving
$ 213,474.59	Herbert St. @ Clyde Morris - Port Orange	2015	Volusia County	City of Port Orange - Margaret Momberger - 386-506-5661	Road Construction
$ 3,786,450.63	FDOT #T2524, SR 212 - Beach Boulevard Jacksonville FL	2015	Duval County	FDOT - District 2 - Andre Sutherland, P.E. 6983 103rd Street, Unit 5, Jacksonville, FL 904.389.6311 ext. 3408	Road Construction
$ 1,288,948.20	Seminole Wekiva Trail Phase 4 - Altamonte Springs FL	2015	Seminole County	Seminole County - David W. Martin, P.E., 100 E 1ST Street Sanford, FL 32771 Office: 407-665-5610	Trail Construction
$ 484,484.50	Ridgewood WaterMain - Port Orange	2014	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org	Watermain Improvements
$ 6,272,770.77	Fairbanks Avenue Roadway & Waste Water System Improvements - Orlando	2014	Orange County	City of Winter Park, David Zusi, dzusi@cityofwinterpark.org	Road & Water Improvements

$ 1,793,761.07	Pedestrian Trail - New Symrna Beach	2014	Volusia County	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Trail Construction
$ 889,428.19	Bradshaw Rd Roadway & Drainage Improvements - Apopka FL	2014	Orange County	City of Apopka Ken Gatton 407703-1731 kgatton@apopka.net	Road Construction
$ 695,965.52	SR 46 Intersection Improvements - Sanford	2014	Seminole County	Seminole County - Michael Enot 100 E 1ST Street Sanford, FL	Road Construction
$ 1,285,012.08	7th Ave Stormwater Improvements - Mt Dora	2014	Lake County	Mount Dora - Paul Lahr (352) 735-7155 LahrP@ci.mount-dora.fl.us	Stormwater Improvements
$ 1,951,572.20	SR16 Design Build	2014	St Johns County	ST. Johns County BOCC 2466 Dobbs Road St. Augustine, FL. 32086 (904) 209-0150 James Overton joverton@sjcfl.us	Design Build
$ 5,276,057.15	Tymber Creek Rd Widening - Daytona Beach, FL	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Road Expansion
$ 4,410,964.73	Saxon Blvd Road Construction - Deltona	2014	Volusia County	Wayne Jackson - Volusia Co. wjackson@volusia.org 386-736-5967 x12468	Road Construction
$ 1,905,599.27	Normandy Blvd. Section "B" - Deltona	2014	Volusia County	City of Deltona - Gerald Chancelor gchancellor@deltonafl.com	Road Construction
$ 514,407.78	North Park Subdivision Watermain Improvements - Winter Park, FL	2014	Orange County	City of Winter Park, Lena Petersen, Lpetersen@cityofwinterpark.org	Road Construction
$ 627,291.94	Mantazas Woods Parkway Sidewalk - Palm Coast, FL	2014	Flagler County	Flagler County Engineering, Travis Terpstra, tterpstra@flaglercounty.org	Sidewalk Construction

$ 292,592.00	Lake Sumter Resurfacing	2014	Lake / Sumter County	Karen Madrid - FDOT Leesburg Operations - 352.326.7736	Resurfacing
$ 2,341,949.00	Water System Improvements @ US 1 & Riverside Drive - Holly Hill, FL	2014	Volusia County	City of Holly Hill, Mark Juliano, mjuliano@hollyhillfl.org	Water System Improvements
$ 207,758.79	E5R80 Add Left Turn Lane at Lynnhurst	2013		FDOT - District 5 - 605 Suwannee St. Tallahassee, FL.	Turn Lane
$ 1,286,550.00	North Brevard Senior Center, Stormwater Pond, Trails & Gazebo	2013	Brevard County	Brevard County BOCC, 2725 Judge Fran Jamieson Way, Viera, FL 32940	Stormwater Pond, Trails & Gazebo
$ 1,576,743.60	SR 5054 (Sarno Rd) FDOT # T5439, Melbourne FL	2013	Brevard County	Kim Navarro - FDOT Brevard Ops	Road Construction
$ 1,942,497.47	West Cocoa Service Area 2, Phase I, Lake Dr. Drainage Improvements	2013	Brevard County	Brevard County Public Works Department	Road Construction
$ 595,490.01	Spain Outfalls	2013	Brevard County	Brevard County Public Works Department	Road Construction
$ 1,255,230.80	Cassia Basin Stormwater Improvements Phase 3	2013	Brevard County	City of Satellite Beach	Stormwater Improvements
$ 490,683.00	Seminole Lift Station Improvements	2013	Brevard County	City of Titusville, Jesus Viera	Lift Station Improvements
$ 315,564.00	S-06 Lift Station Improvements	2013	Brevard County	Brevard County Public Works	Lift Station
$ 2,631,316.00	Osceola Parkway Ph 11 Utility Relocates and Improvements	2013	Osceola County	Edwin Mathis Toho Water Authority	Utility Improvements
$ 6,433,603.70	Airport Road Force Main - Ormond Beach	2013	Volusia County	Mike Dunn City of Ormond Beach 386-676-3269 Dunnm@ormondbeach.org	Force Main Improvements
$ 562,391.54	SR 40 Washington St. to end of Granada	2013	Volusia County	FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction

$ 2,184,639.56	Eastern WWTP-11th Ave Deltona	2013	Volusia County	City of Deltona - Gerald Chancelor	Waste Water Treatement Plant
$ 1,107,192.50	SR 5 US 1	2013	Volusia County	FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction
$ 196,795.32	Flagler Ave. Resurfacing - New Symrna Beach	2013	Volusia County	Kyle Fegley, City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Resurfacing
$ 1,823,479.25	SR 15/600(US 17-92	2013	Orange/Seminole County	Yvonne - City of Maitland	Road Construction
$ 2,914,405.70	Dunlawton Ave. Drainage Improv .& Halifax Canal Reclaimed Water Aug.	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org	Drainage Improvements
$ 1,433,321.98	SR 507 @ Inter. SR514 Contract T5345	2012		FDOT District 5, 605 Suwannee St. Tallahassee, FL	Road Construction
$ 369,042.00	SR 19 Palatka, FL	2012	Putnam County	Karle Maye - CSI Geo Inc. kmaye@csi-geo.com	Road Construction
$ 87,938.20	Asphalt Paving for S. Bermuda WRF, 1616 S. Bermuda Ave, Kissimmee, FL	2012	Osceola County	Toho Water Authority - Adatha Lundsden (407) 944-5181	Paving
$ 242,808.50	Big Tree & Magnolia Ave South Daytona FL	2012	Volusia County	Les Gillis City of South Daytona, 1770 Segrave St, S. Daytona 386-322-3080 lgillis@southdaytona.org	Road Construction
$ 59,976.28	Willow Run Blvd @ Clyde Morris Blvd - Daytona Beach	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org	Road Construction
$ 129,391.86	Dunlawton @ Village Trail - City of Port Orange	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org	Paving

$ 284,669.40	South Orange St. Drainage - New Symrna Beach	2012	Volusia County	Kyle Fegley City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Drainage Improvements
$ 797,529.39	Oak Lea Drive Bridge Replacement, FDOT LAP #430184-1-58-01	2012	Volusia County	Les Gillis City of South Daytona, 1770 Segrave St, S. Daytona 386-322-3080 lgillis@southdaytona.org	Bridge Contruction
$ 504,706.00	10th Street Realignment & Off-Site Water Main Loop	2012	Osceola County	City of St. Cloud	Water Main Improvements
$ 504,706.00	Spruce Creek & Dunlawton Ave Intersection	2012	Volusia County	Fred Griffith - City of Port Orange 386-506-5753 fgriffith@port-orange.org	Paving
$ 1,902,730.10	City of Lake Mary - Skyline Drive & Sandpond Rd. Roadway Improvements	2012	Seminole County	City of Lake Mary	Roadway Improvements
$ 233,655.00	Otter Blvd Aerial Force Main - New Symrna Beach	2012	Volusia County	Kyle Fegley - City of New Smyrna, 210 Sams Ave, New Smyrna FL 386-427-1361	Force Main Improvements

MASCI

Equipment List

Year	Make/Model

2002	Mack RD688S
2006	Mack CV713
2002	International 2554 - Yellow
1998	Mack RD688S
2010	Mack GU713
2009	Mack GU713
2010	Mack GU713
2007	Mack CV713
2009	Mack GU713 - Black
2009	Mack GU713 - Orange
2009	Mack GU713 - Orange
2001	Mack CL713 - White
2001	International 2574 - White
2000	Mack RD690S - White
2010	Mack GU713 - Orange
2005	Mack CV713 - White
2004	Mack CV713 - White/Red
2007	Mack CTP713 - White
2007	Mack CTP713 - White
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2009	Mack GU713 - Blue
2016	Mack CU713 - White
2010	Kenworth T800 - White
2015	Kenworth T800
2011	Mack GU713 - White/Red Body
2011	Mack GU713 - White/Red Body
2003	Freightliner 10 yd Dump Truck - White

2005	Mack CH613
2006	Mack CH613
2010	Mack CH613
2009	Mack GU713
2009	Mack GU713
2015	MACK - CXU613
2015	MACK - CXU613
2015	Peterbilt 389

2006	Freightliner M2-106
2015	Dodge Ram 5500
2009	GMC C-5500 (BLUE)
2016	Dodge Ram 4500
2004	Freightliner FL-70
2007	International 4300
2016	Isuzu NQR Service Truck - RED
2011	RAM 5500 SLT - White
2015	Freightliner M2-106

1992	Ford Water Truck F700
1995	International 4700
1999	International 4700
1981	White GMC (PINK) (WHITE ROAD EXPEDITOR)
2001	Isuzu COE Water Truck
2015	Freightliner m2 106 medium duty

2000	Int'l. Flatbed 4700
2010	Isuzu Flatbed NPR
1998	International 4900
2005	GMC W4500
1994	Ford F-700 Flat Bed
	Case 30Ton Off Road 330B
1970	Mack Dump
2018	Isuzu Flatbed NPR

2008	Chevy Silverado 1500 - Black
2006	Chevy C-1500 - Blue
2007	Honda Pilot
2011	Toyota Tundra
2012	Toyota Tundra
2012	Toyota Tundra

2008	Dodge Ram 2500HD
2014	Chevy Silverado 1500
2018	Toyota Tundra 4x2 - White
2017	Toyota Tundra- White
2019	Toyota Tundra - White
2019	Toyota Tundra
2016	Nissan Titan XD
2019	Toyota Tundra

2005	Case 580M
2006	John Deere 310G
2006	Case 580SM
2010	Caterpillar 420E
2013	Caterpillar 420 FIT

1998	Komatsu D31P
2013	Caterpillar D5K
2009	John Deere 650J
2016	John Deere 700K
2013	Komatsu D65WX-17

1987	Komatsu PC 200
2006	Kobelco SK135SRLC
2006	Kobelco SK135SRLC
2006	Hyundai ROBEX360LC-7
2007	Komatsu PC50-MR2
2007	Hyundai ROBEX450LC-7A
2007	Hyundai ROBEX450LC-7A
2008	Hyundai ROBEX210LC-7A
2009	Hitachi ZX135HYD
2010	Komatsu PC308USLC-3
2010	Komatsu PC308MSLC
2012	Caterpillar 304ECR
2012	Caterpillar M318D
2008	Komatsu PC308USLC-8
2006	Komatsu PC50MR-2
2017	Kubota KX057-4R1A w/ Angle Blade
2017	Kubota KX040-4R1T w/ 6 way Blade
2019	Kubota KX057-4R1A Excavator
2017	Hyundai 220LC-9A Hydraulic Excavator
2011	Hyundia Robex 480LC-9 Track
2005	Kobelco SK250
2013	John Deere 350G LC Hydraulic
2019	John Deere 135G FT
2016	Komatsu PC490LC-11
2017	Komatsu PC360LC-11

2006	John Deere 444J
2006	John Deere 444J
2006	John Deere 544J
2006	John Deere 544J

2006	Hyundai HL757-7
2007	John Deere 544J
2008	Hyundai HL740-7A
2013	Caterpillar 924K
2013	Caterpillar 924K
2013	Caterpillar 924K
1012	John Deere 544K
2011	John Deere 544K
2017	John Deere 544KII
2016	Caterpillar 972M Wheel Loader
2017	Case 621F Rubber Tired
2017	Case 521F Rubber Tired
	Hyundai HL 970
	Takeichi TL8R2 Track Loader

2006	Lay Mor 6HC
2006	New Holland TN-55
2008	Lay Mor 8HC
2008	Lay Mor 8HC
2010	Lay Mor 8HC
2007	Challenger MT285B
2012	Kubota MX5100
2012	Kubota MX5100
2016	Lay Mor Sweepster SM300
2014	John Deere 5055E Broom Tractor
2008	Rosco 4820 Broom
2015	Rosco Sweep Pro 4930
2019	Kubota MX5200HST Tractor
2013	Lay Mor SM300
2013	Lay Mor 8HC
2013	Lay Mor 8HC
2018	FRHT M2 W/ JOHNSTON ES351

1998	Bomag BW-142-D2
2000	Bomag BW-80-AD2
2004	Caterpillar CB-224E
2005	Bomag BW-120-AD4
2007	Ingersoll Rand SD70D
2007	Ingersoll Rand SD450-TF
2007	Bomag BW-211-D3
2008	Bomag BW-145-DH3
*	Leeboy 420

2011	Leeboy/Rosco 915
2008	Caterpillar CB-434D
2013	Caterpillar CB-534D
2010	Caterpillar CB-434D
1999	Dynapac CS141
	Ingram AS315
	Ingram
2014	Leeboy/Rosco 915
1984	Hyster C340B Tandem
1993	Hypac / Hyster C530A Roller
2012	Hamm HD140VO Asphalt Roller
2011	Rosco Trupac 915 Pneumatic Roller
2019	Caterpillar CB-13-01
2014	Sakai SW850II Asphalt Roller
2014	Sakai SW850II Asphalt Roller
2015	Hamm H7i
	HYUNDAI HR30T-R

2013	Caterpillar 262
2011	Caterpillar 279C
2013	Caterpillar 289C2
2017	Case SV185
2013	Takeuchi TL 230
2016	Takeuchi TL8RW
2019	Caterpillar 246D Skid Steer
2017	Kubota SVL95-2 Rubber Tracked Skid Steer
2019	Caterpillar246D
2020	John Deere 333G
2014	Cat 236D skid steer loader
2020	Takeuchi TL8R20-R

1998	Roadtec SB2500 Shuttle Buggy
2009	Roadtec Paver 190
2009	Leeboy Paver 8510
2015	Wirtgen W210i Milling Machine
2014	Hamm HD120VO
2014	Roadtec Paver 190E
	Blaw-Knox RW-100 Road Widener
2014	International Leeboy MAXIII
2017	Wirtgen W200i Milling Machine
2017	Vogele 2003-3i (6x4) Paver
2004	Roadtec SB2500C Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial Tank

2015	Caterpillar AP-1000F Asphalt Paver
2004	Roadtec SB2500C Shuttle Buggy
2014	CAT Weiler E1250A Shuttle Buggy
2019	Kenworth Tack Truck w/Etnyre Centennial
2015	Wirtgen W210i Milling Machine

1989	Gallion Grader A 556
	Leeboy Grader 685B
2013	Caterpillar 12M
2015	Case 865B

1995	Homemade
1998	Modular
1994	Wabash Flatbed Trailer
2006	Lark Storage Trailer
2006	Lark Storage Trailer
2007	Montone Dump
2001	Challenger Trailer / Low Boy RG-50
2007	Witzco Challenger / RN35
2009	VMA/Pace/Cargo
2009	EASD Red Tilt Trailer ET20-14
2012	Haulmark Utility
2013	Big T Black / Trailer
2013	Freedom Trailer
2013	Bendron/Titan Cargo
	Mobile 60x12Office Trailer
	Mobile 32x8 Office Trailer
2013	Econoline Trailer
2015	Eager Beaver / Low Boy 50-60 Tn
2017	Neville Dump Trailer
2015	FVCG/Cargo Trailer
1997	Dorsey Dump Trailer (Aluminum)
2005	SSP - Dewatering Trailer
2003	ASPT Dewatering Trailer
2017	Anvil Trailer AT7X12TA2 (7x12)
2012	Homemade
2011	Leeboy Trailer
2017	COTC Trailer
2006	Big T Trailer
2018	Witzco Challenger Low Boy Trailer
2017	7x16 Diamond Cargo Trailer
2018	Black Sure-Trac 7 x 16 Trailer
2019	Anvil Trailer AT7X12TA2 (7x12)
2019	Covered TA Gold series white (7x12)

2019	Down to Earth DTE58G29 8' black
2019	Anderson Trailer 6x14
2019	Down to Earth DTE58G29 8' black
2020	Anderson Trailer
1984	Etnyre LWR/ tr6
2006	DETA
2021	PDQ UT6X12TA BLACK 12FT

1998	Multi Max Motar
2001	Bomag MPH 100 R
2006	Gomaco GT3600 G21
2016	John Deere Mower Z540M-48A
1989	Caterpillar R80 Rough Terrain Forklift
2014	Terex I-110 Impact Crusher
2014	Terex-Finlay 684 Screener
2017	Buffalo Turbine EFI Cyclone KB5
2007	Genie Z80 Manlift
2014	Caterpillar Asphalt Compactor 44B
2019	Caterpillar Asphalt Compactor
2002	Caterpillar RM-250C
2008	Snorkel TB120 Boom Man Lift

CITY OF ORMOND BEACH

2024 ROAD RESURFACING
BID NO.: 2024-11



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	BLOCKHOUSE CT
5	SHERRINGTON DR & WAYLAND CIR
6	INDIAN HEAD DR & NOCOROCO CT
7	INDIAN HEAD DR, COTTON MILL CT, & CYPRESS PARK CT
8	BUSINESS CENTER DR
9	SAINT ANDREWS TERR & WYNDHAM LOOK
10	HAMLET CIR & WOODLANDS CIR
11	PINE SHADOWS TRL, CROSSING TRL, CYPRESS VIEW TRL
12	GREENFERN CIR
13	BAYBERRY CT & WINDWILLOW LN
14	WINDING WOODS TRL & ALICEN CT
15	PINION CIR
16	WANDERING OAKS DR
17	OLD TOMOKA AVE
18	OLD TOMOKA AVE
19	OLD TOMOKA AVE
20	ALTERNATE – SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL
21	DETAILS

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2
SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PREPARED BY THE ENGINEERING DIVISION

SHEET 1 of 21

ID	STREET NAME	SHEET
1	BLOCKHOUSE CT	4
2	SHERRINGTON DR	5
3	WAYLAND CIR	5
4	NOCOROCO CT	6
5	INDIAN HEAD DR	6 & 7
6	COTTON MILL CT	7
7	CYPRESS PARK CT	7
8	BUSINESS CENTER DR	8
9	SAINT ANDREWS TERR	9
10	WYNDHAM LOOK	9
11	HAMLET CIR	10
12	WOODLANDS CIR	10
13	PINE SHADOWS TRL	11
14	CROSSING TRL	11
15	CYPRESS VIEW TRL	11
16	GREENFERN CIR	12
17	BAYBERRY CT	13
18	WINDWILLOW LN	13
19	WINDING WILLOW TRL	14
20	ALICEN CT	14
21	PINION CIR	15
22	WANDERING OAKS DR	16
23	OLD TOMOKA AVE	17 – 19
24	SAWTOOTH LN	20
25	SOUTHERN PINE TRL	20
26	HIGHLAND OAKS TRL	20


Intracoastal Waterway
Atlantic Ocean
Halifax River
Intracoastal Waterway
N US 1
SR 40
SR A1A
TOMOKA
THOMPSON CREEK
Granada Bridge
Airport Road Extension
Old Tomoka Rd
Tomoka Oaks Blvd
Sunshine Blvd
Aviator Way
Runway Dr
Tower East Ln
Durrance Ln
Woodland Trl
Autumn Wood Trl
Tomoka Meadows Blvd
Sand Beach Dr
Neptune Park
Granada Gdns
Granada St
Beach St
Ocean Shore Blvd
Ocean Edge Dr
Ocean View Dr
Ocean Side Dr
Ocean Beach Dr
Ocean Dunes Dr
Ocean Dr
Sea Shore Dr
Breezeway Dr
Sandcastle Dr
Banyan Dr
Riverscreen Dr
Plaza Dr
Rivocean Dr
Seabreeze Dr
Seacrest Dr
Holland Rd
Concord St
Roberta Rd
Laurie Dr
Capri Rd
Margaret Rd
Ocean Shore Dr
River Shore Dr
Seaside Dr
Seaview Dr
Beachwood Dr
Azalea Dr
Palmetto Dr
Palm Dr
Alamanda Dr
Hibiscus Dr
Longwood Dr
Tropical Dr
Sunny Shore Dr
Brooks Dr
River Circle Dr
Essex Dr
Ann Rustin Dr
Ormond Dr
Elliott Dr
Riverside Dr
Shadow Ln
Tiger Tail Rd
Tiger Tail Blvd
Neptune Dr
Cardinal Dr
Bernard Dr
Bellevue Ave
Halifax Dr
Ridgewood Ave
Beach Street Pier
Ocean Shore Blvd
Abby Way
Chippingwood Ln
London Ln
Bristol Ln
Florida Av
Capri Dr
Roger Park Dr
E Ridgewood Av
Tomoka Oaks Golf Course
Tomoka Pines Golf Course
Tomoka Golf Course

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

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GENERAL CONSTRUCTION NOTES	M-2
	MAY 2020

ROADWAY CONSTRUCTION NOTES

1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% - 1.0%	SEEDING AND MULCHING
1.0% - 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING

3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. ⊕
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%)
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.
11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.

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	MAY 2020

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. AN "**X**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
21. AN "**+**" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.
22. A "**V**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
23. A "**L**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
24. A "**A**" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.

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ROADWAY CONSTRUCTION NOTES	R-1B
	MAY 2020

25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS.
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
30. STANDARD TURNING RADII FOR INTERSECTIONS:

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'

31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.
34. UTILITY DEPTH:
    - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
    - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.
    - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.

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ROADWAY CONSTRUCTION NOTES	R-1C
	MAY 2020

QUANTITIES

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	4750 TONS	6.	THERMOPLASTIC STRIPING	1 LS
2.	ASPHALT LEVELING COURSE	475 TONS	7.	CURB & GUTTER	150 LF
3.	MILL	51173 SY	8.	MISC. DRIVEWAYS	250 SY
4.	ADJUST MANHOLE	10 EA	9.	SIDEWALK	250 SY
5.	ADJUST VALVES	8 EA	10.	ASPHALT MILLINGS	400 CY

QUANTITIES - ALTERNATE 1

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	ASPHALT SURFACE COURSE	482 SY	14.	THERMOPLASTIC STRIPING	1 LS
12.	ASPHALT LEVELING COURSE	48.2 SY	15.	CURB & GUTTER	50 LF
13.	MILL	5713 TONS	16.	MOBILIZATION	1 LS

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

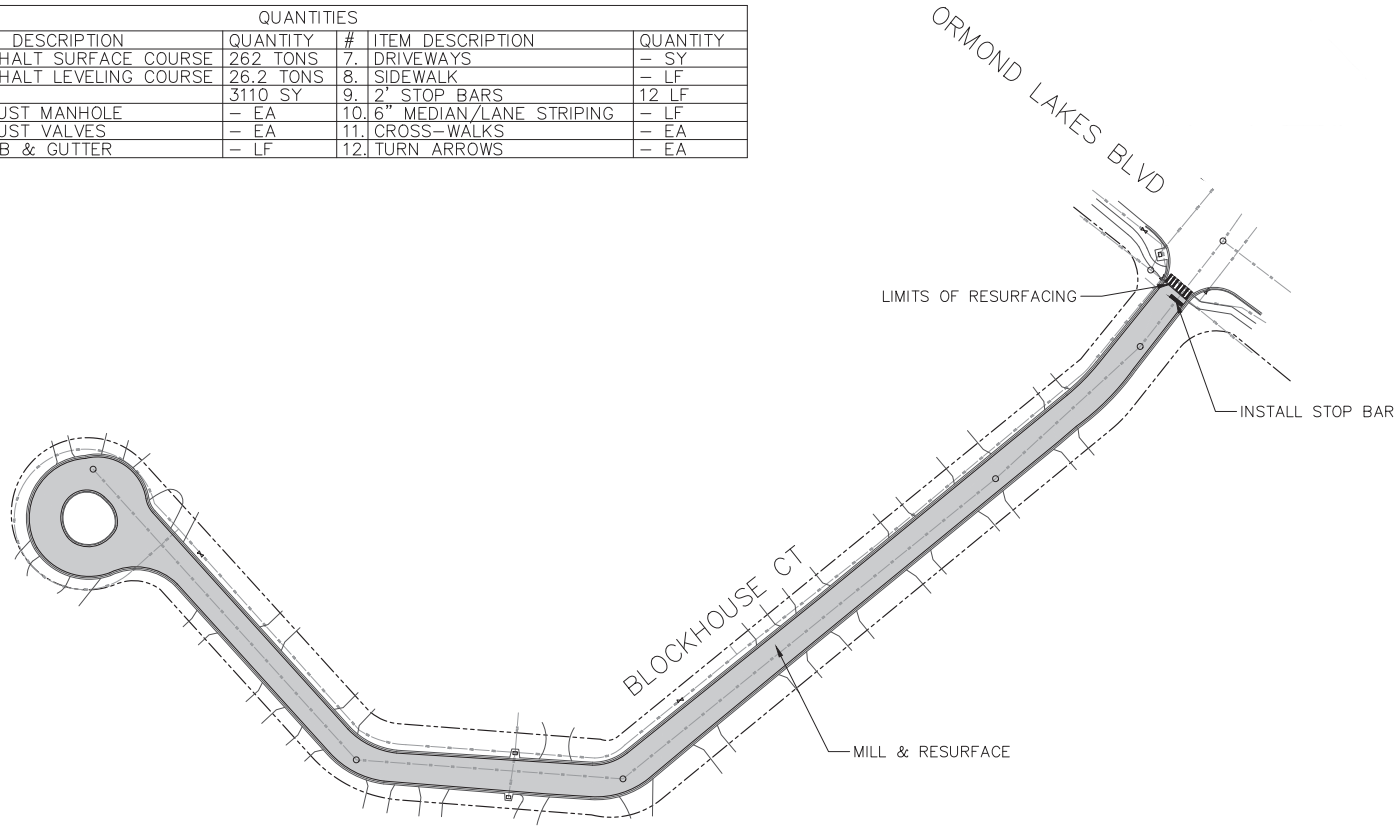
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

NOTES & QUANTITIES

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 21

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	262 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	26.2 TONS	8.	SIDEWALK	– LF
3.	MILL	3110 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA



DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

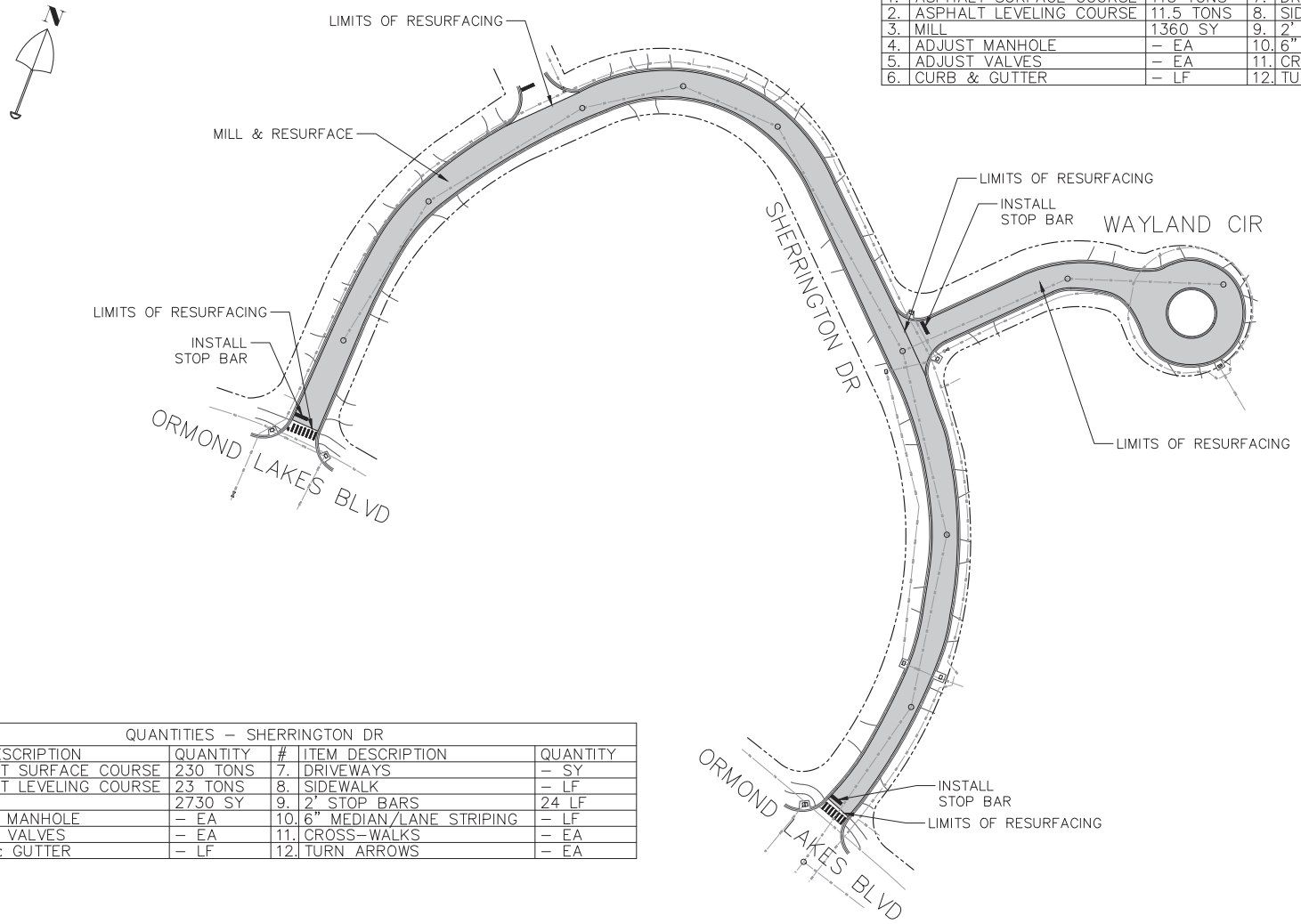
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

BLOCKHOUSE CT

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 4 of 21



QUANTITIES – WAYLAND CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	115 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11.5 TONS	8.	SIDEWALK	– LF
3.	MILL	1360 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – SHERRINGTON DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	230 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	23 TONS	8.	SIDEWALK	– LF
3.	MILL	2730 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

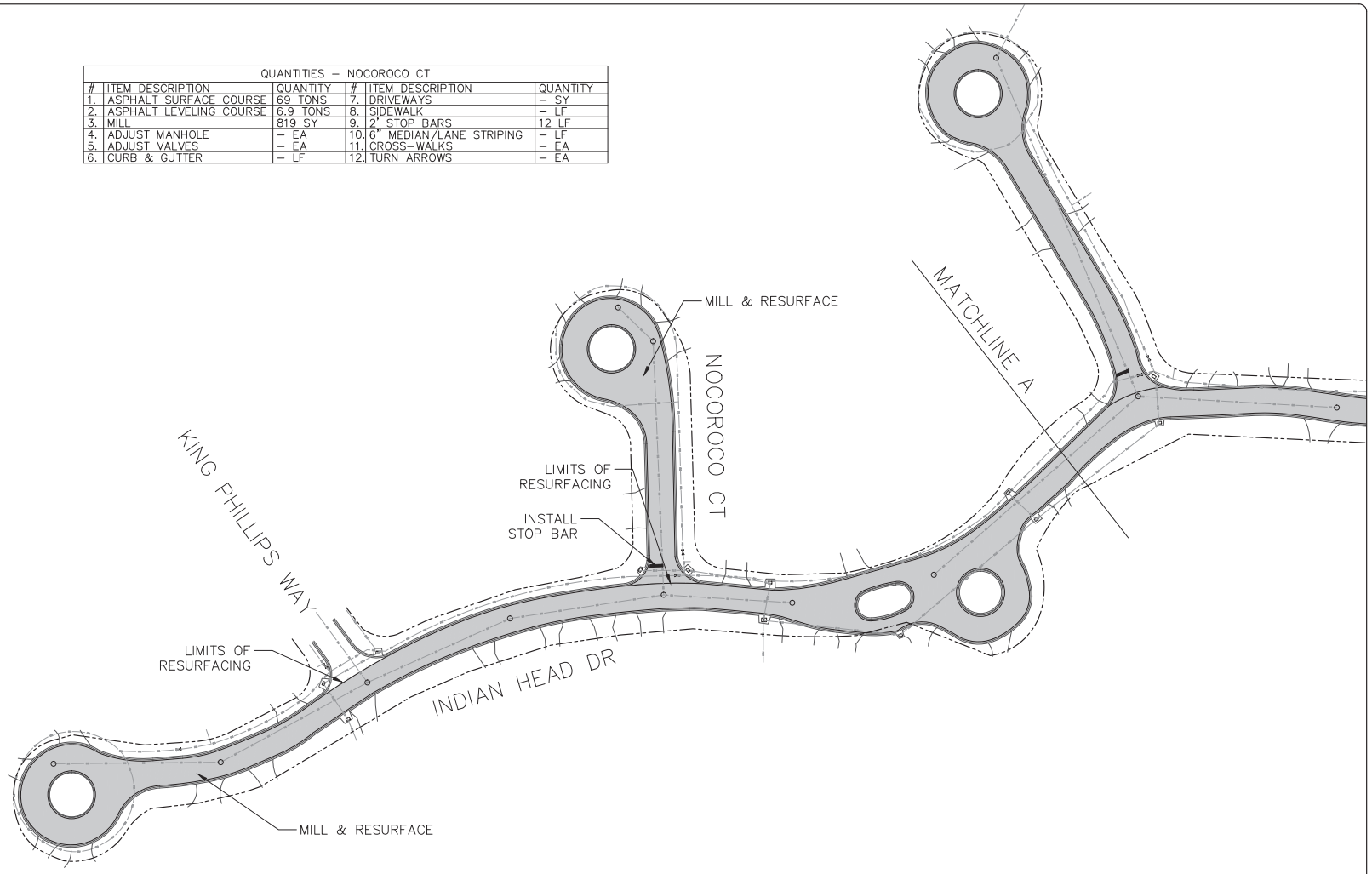
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

SHERRINGTON DR & WAYLAND CIR

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 21

QUANTITIES – NOCOROCO CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	69 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	6.9 TONS	8.	SIDEWALK	– LF
3.	MILL	819 SY	9.	2" STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA



QUANTITIES – INDIAN HEAD DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	364 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	36.4 TONS	8.	SIDEWALK	– LF
3.	MILL	4310 SY	9.	2" STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

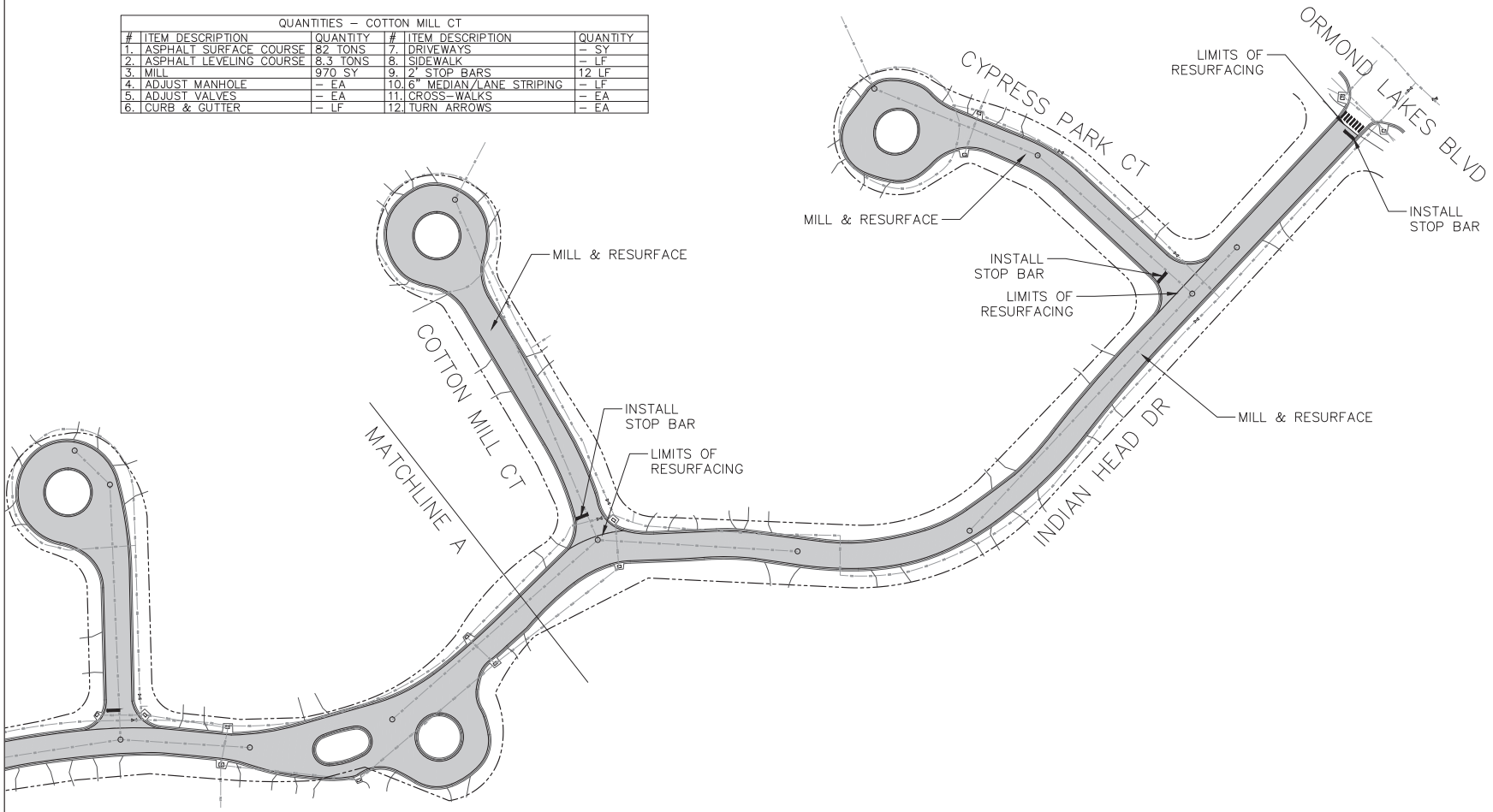
2024 ROAD RESURFACING

INDIAN HEAD DR & NOCOROCO CT

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 6 of 21

QUANTITIES – CYPRESS PARK CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	83 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	8.3 TONS	8.	SIDEWALK	– LF
3.	MILL	979 SY	9.	2" STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – COTTON MILL CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	82 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	8.3 TONS	8.	SIDEWALK	– LF
3.	MILL	970 SY	9.	2" STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA



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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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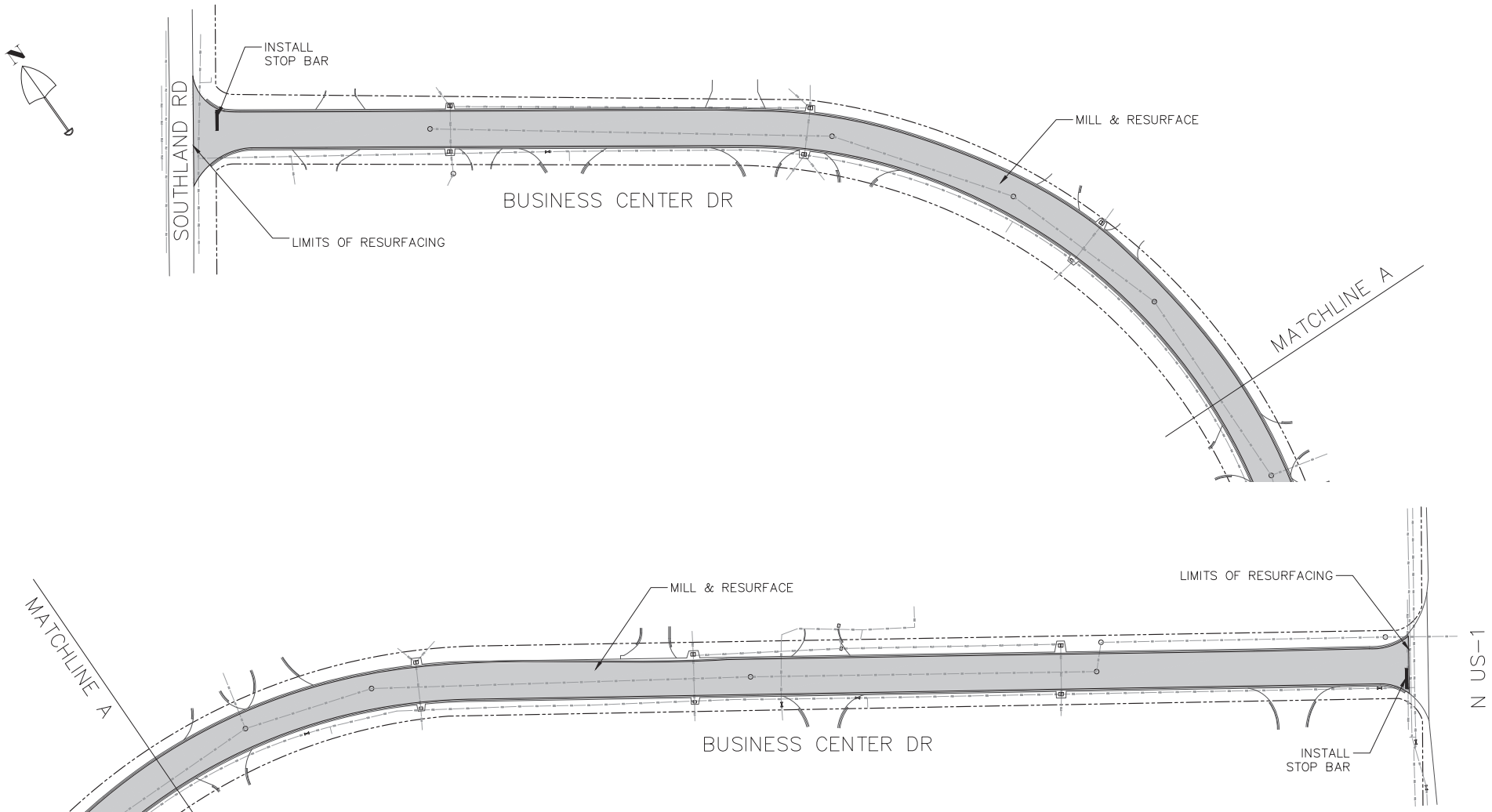
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

INDIAN HEAD DR, COTTON MILL CT, & CYPRESS PARK CT

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 7 of 21



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	596 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	59.6 TONS	8.	SIDEWALK	– LF
3.	MILL	7061 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

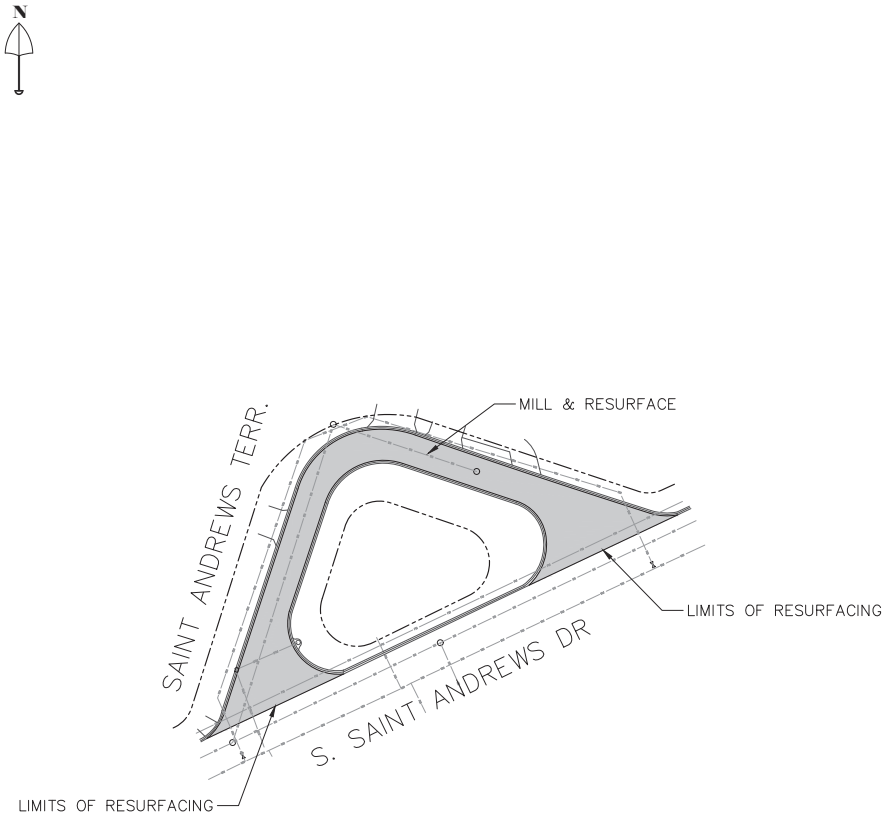
ALEX SCHUMANN P.E. CITY ENGINEER

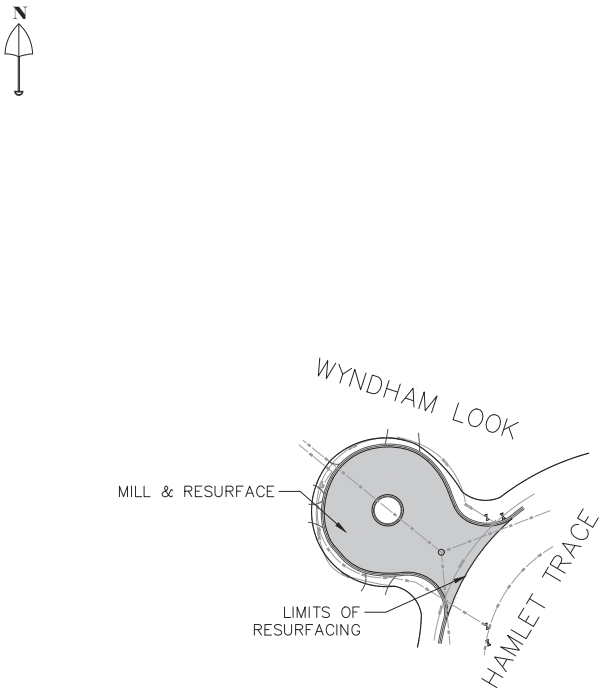
2024 ROAD RESURFACING

BUSINESS CENTER DR

DATE: 11/7/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2024-11
FILE NAME:
SHEET: 8 of 21





QUANTITIES – SAINT ANDREWS TERR.					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	88 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	8.8 TONS	8.	SIDEWALK	– LF
3.	MILL	1038 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – WYNDHAM LOOK					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	71 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.1 TONS	8.	SIDEWALK	– LF
3.	MILL	844 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

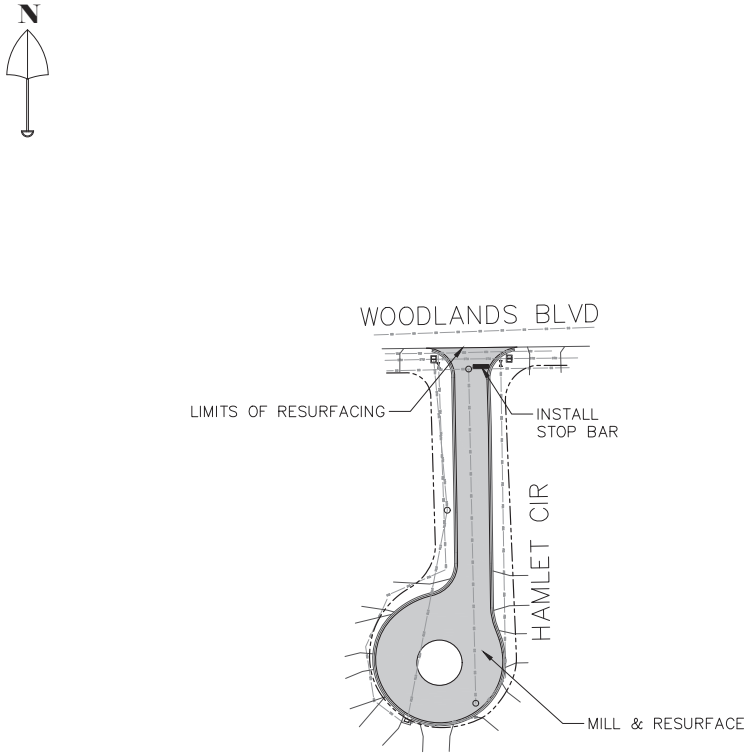
ALEX SCHUMANN P.E. CITY ENGINEER

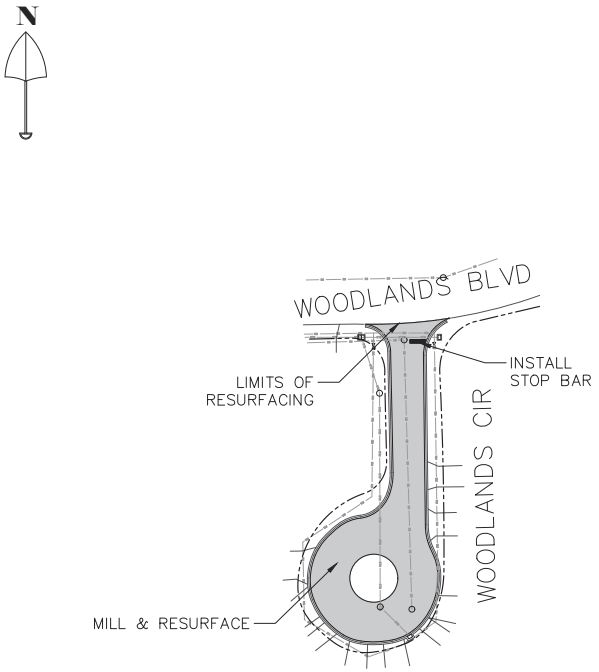
2024 ROAD RESURFACING

SAINT ANDREWS TERR. & WYNDHAM LOOK

DATE: 11/7/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2024–11
FILE NAME:
SHEET: 9 of 21





QUANTITIES – HAMLET CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	75 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.5 TONS	8.	SIDEWALK	– LF
3.	MILL	889 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – WOODLANDS CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	75 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.5 TONS	8.	SIDEWALK	– LF
3.	MILL	889 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

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JOYCE SHANAHAN, CITY MANAGER

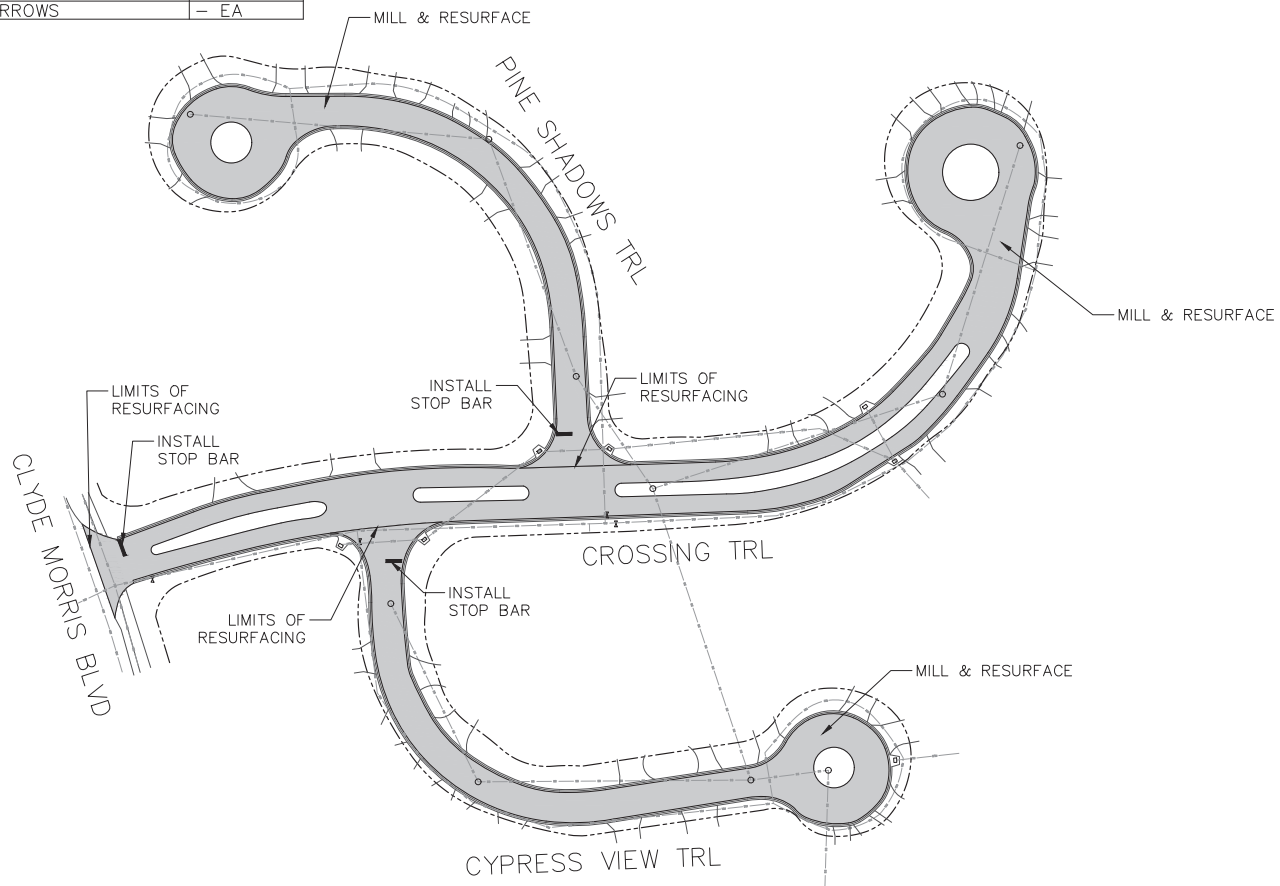
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

HAMLET CIR & WOODLANDS CIR

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 10 of 21

QUANTITIES – PINE SHADOWS TRL				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	120 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	12 TONS	8.	SIDEWALK	– LF
3.	MILL	1426 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA



QUANTITIES – CROSSING TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	227 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	22.7 TONS	8.	SIDEWALK	– LF
3.	MILL	2693 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – CYPRESS VIEW TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	126 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	12.6 TONS	8.	SIDEWALK	– LF
3.	MILL	1498 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

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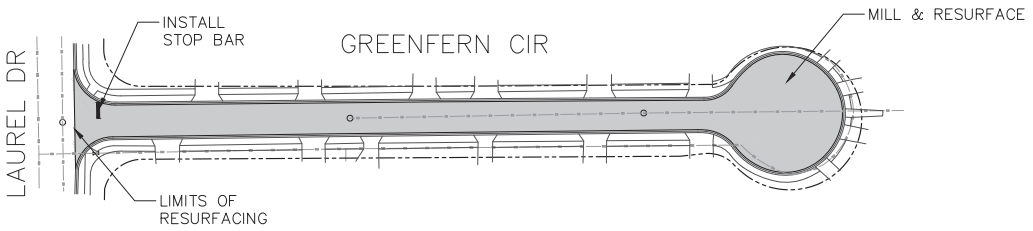
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

PINE SHADOWS TRL, CROSSING TRL & CYPRESS VIEW TRL

DATE: 11/7/23	PROJECT NO.: 2023–27
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 11 of 21





QUANTITIES – GREENFERN CIR				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	113 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11.3 TONS	8.	SIDEWALK	– LF
3.	MILL	1333 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

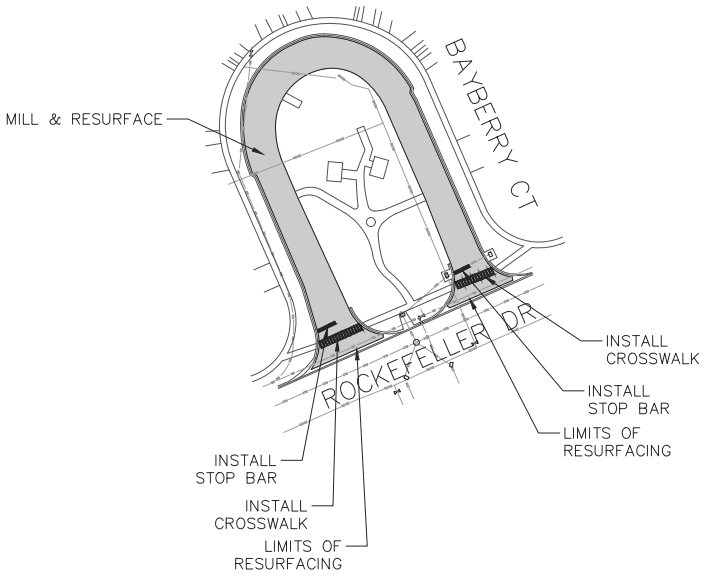
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

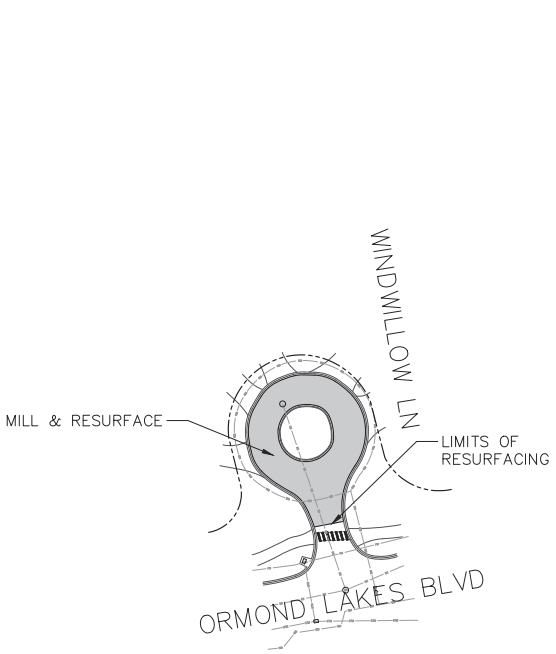
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

GREENFERN CIR

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 12 of 21





QUANTITIES – BAYBERRY CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	68 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	6.8 TONS	8.	SIDEWALK	– LF
3.	MILL	800 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	2 EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – WINDWILLOW LN					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	66 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	6.6 TONS	8.	SIDEWALK	– LF
3.	MILL	780 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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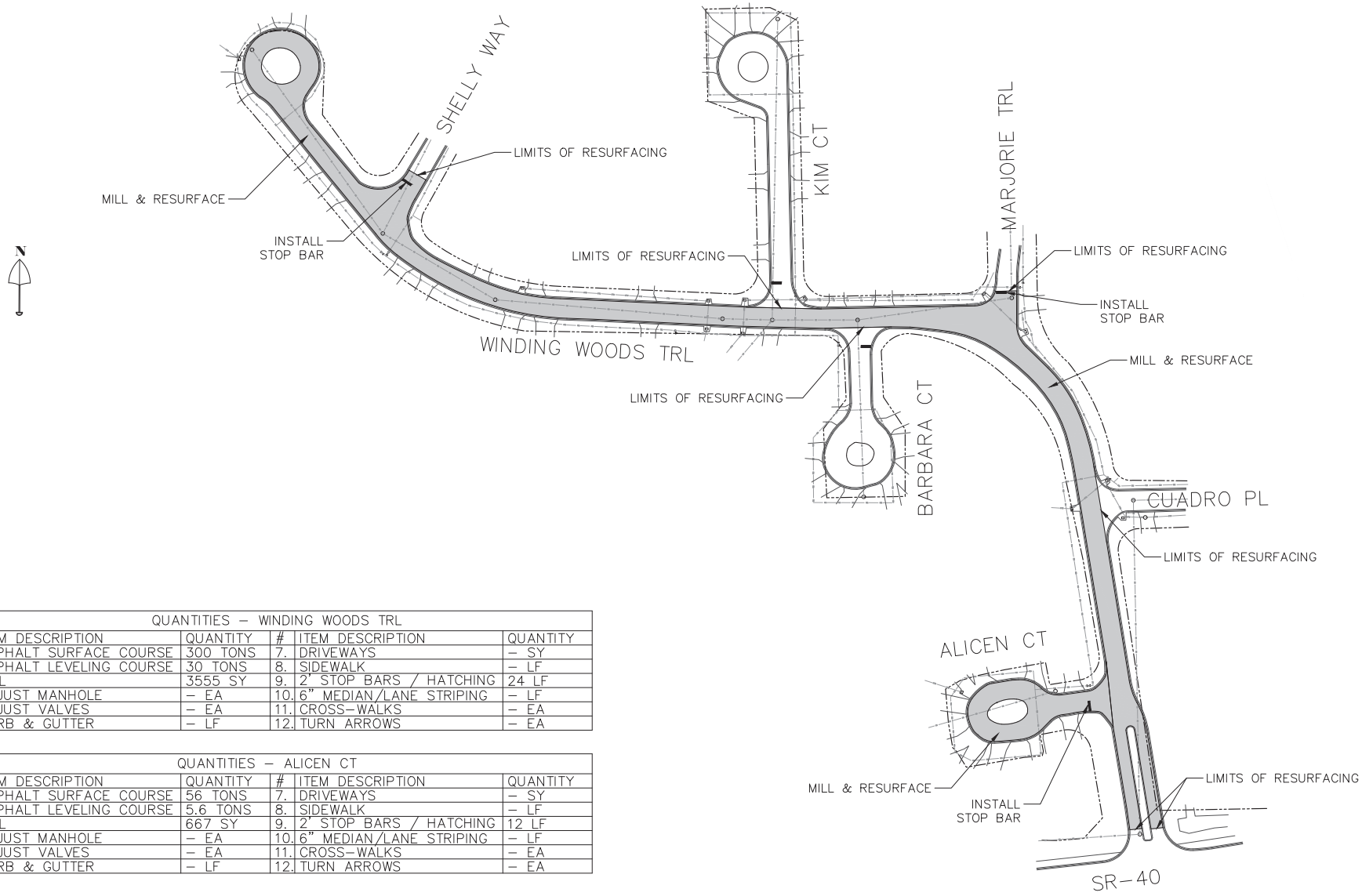
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

BAYBERRY CT &
WINDWILLOW LN

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 13 of 21



QUANTITIES – WINDING WOODS TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	300 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	30 TONS	8.	SIDEWALK	– LF
3.	MILL	3555 SY	9.	2" STOP BARS / HATCHING	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – ALICEN CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	56 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	5.6 TONS	8.	SIDEWALK	– LF
3.	MILL	667 SY	9.	2" STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

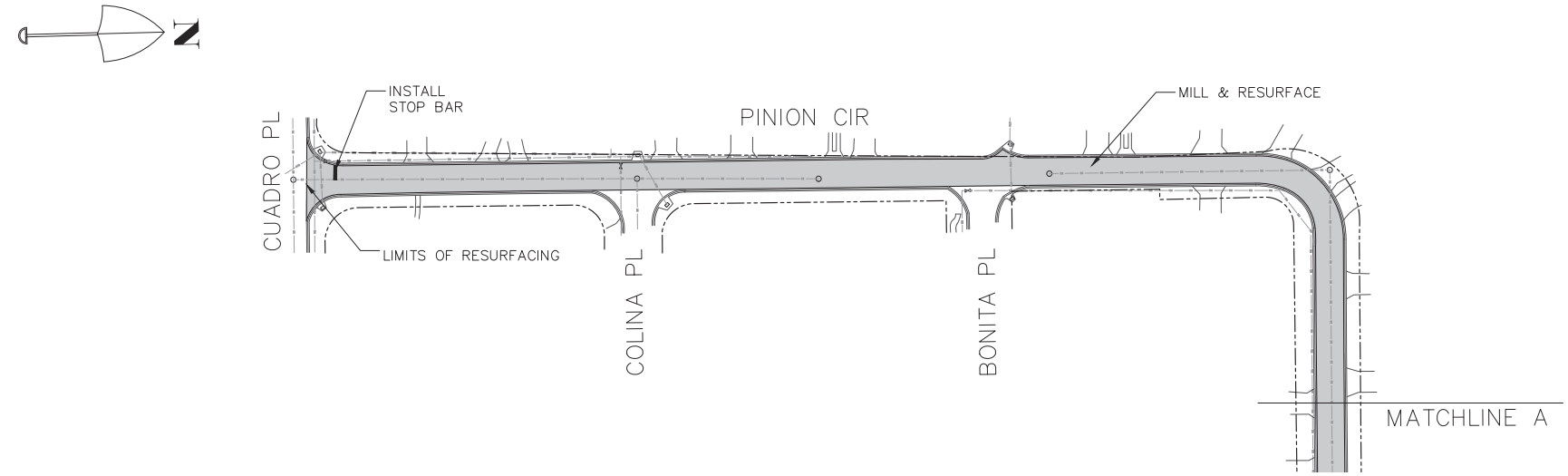
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

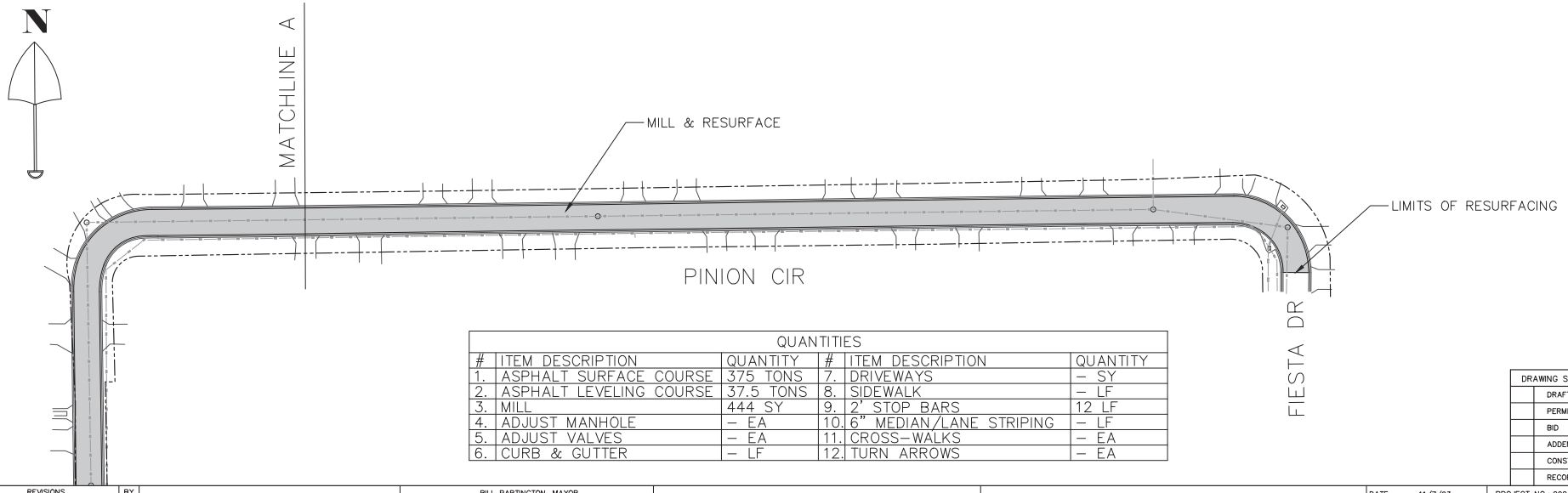
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

WINDING WOODS TRL &
ALICEN CT

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=50'	FILE NAME:
DRAWN BY: MC	SHEET: 14 of 21





QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	375 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	37.5 TONS	8.	SIDEWALK	– LF
3.	MILL	444 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

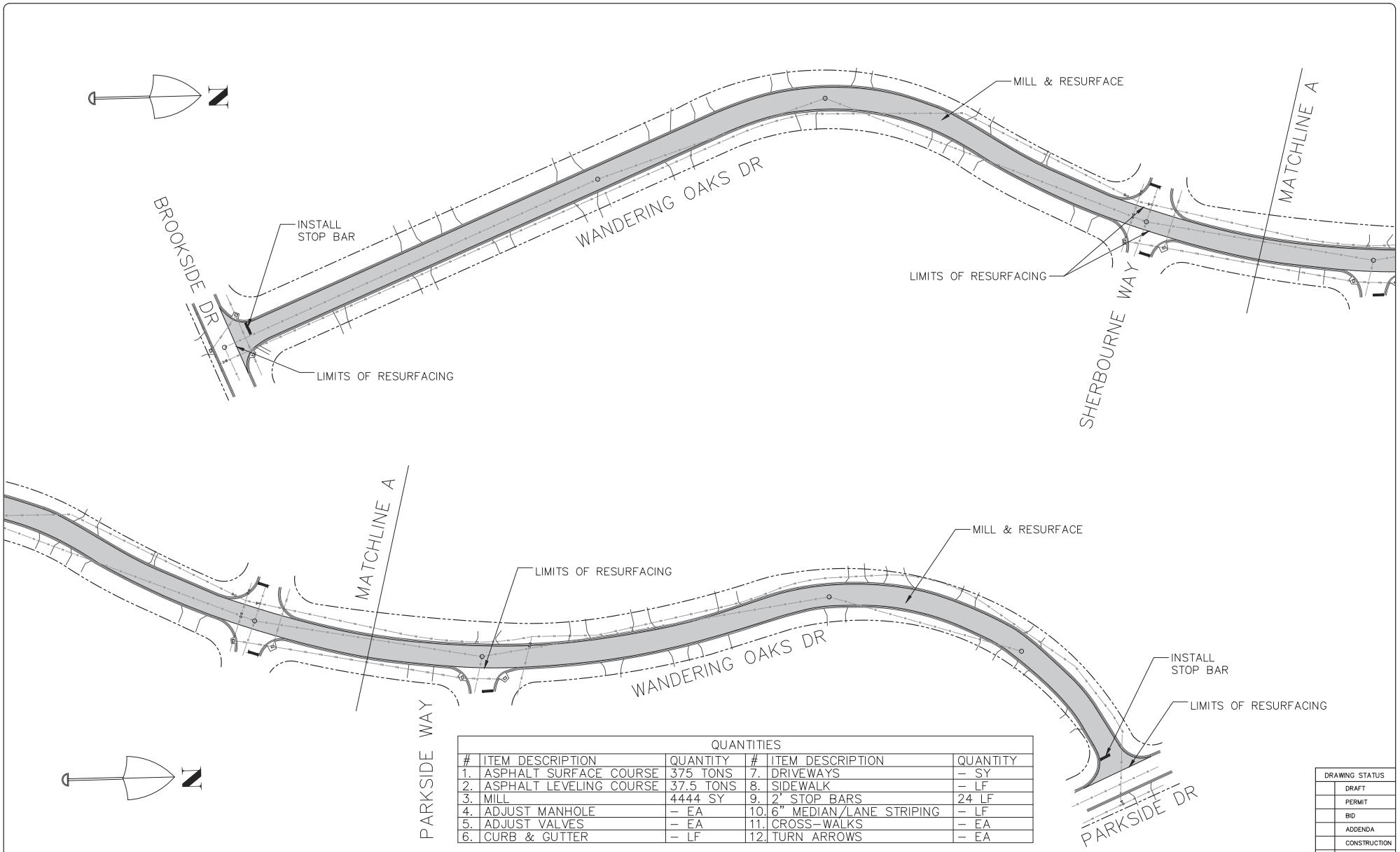
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

PINION CIR

DATE: 11/7/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2024–11
FILE NAME:
SHEET: 15 of 21



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	375 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	37.5 TONS	8.	SIDEWALK	– LF
3.	MILL	4444 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

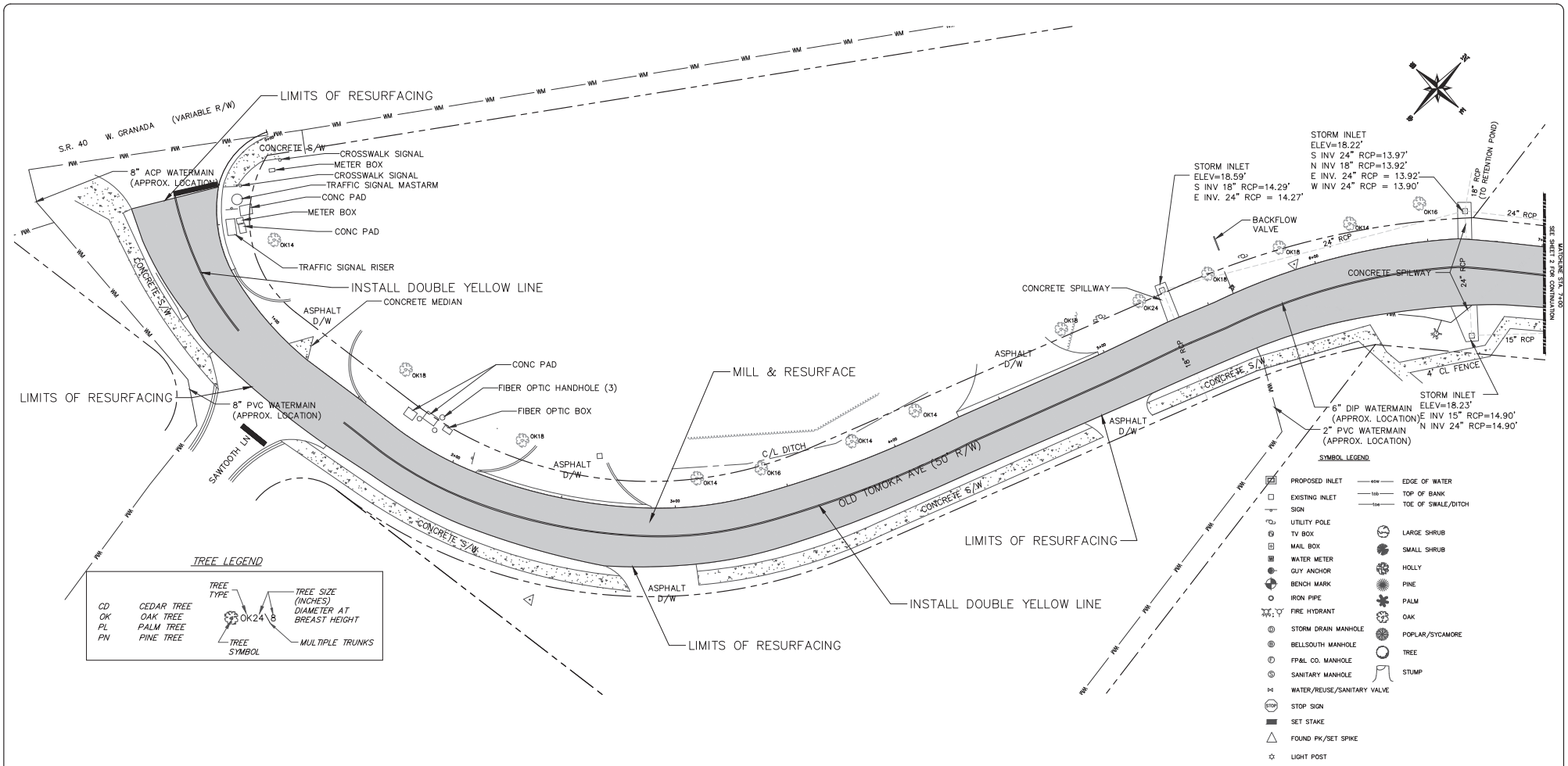
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

WANDERING OAKS DR

DATE: 11/7/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2024–11
FILE NAME:
SHEET: 16 of 21



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	383 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	38.3 TONS	8.	SIDEWALK	– LF
3.	MILL	4531 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	3470 LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
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City of Ormond Beach
Engineering Division

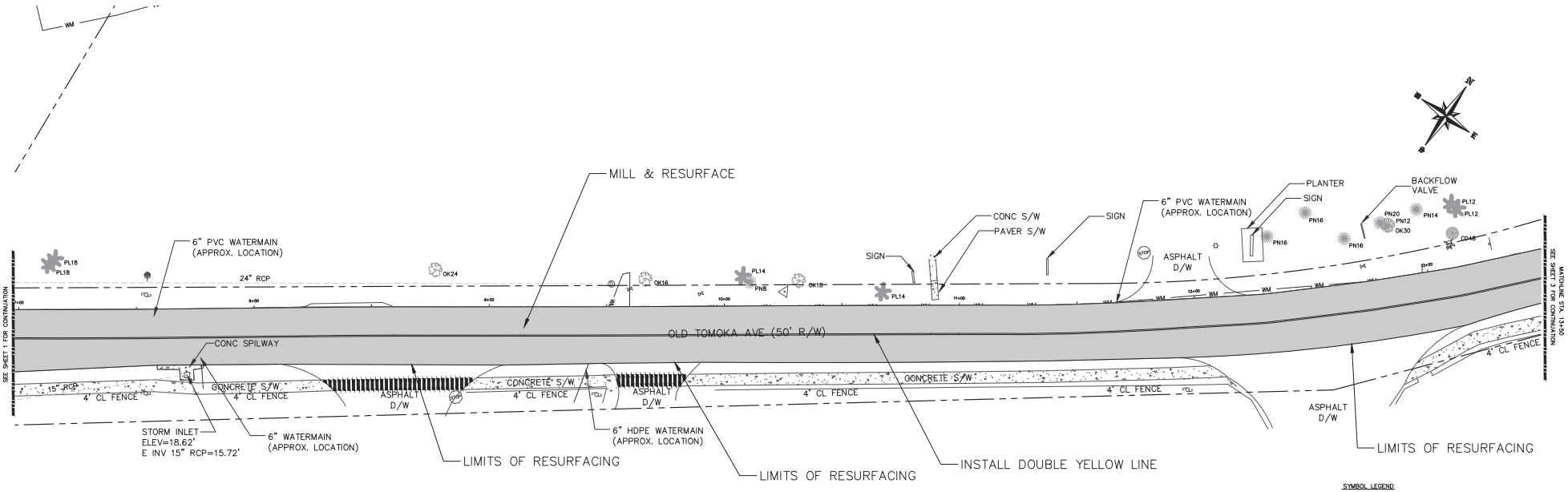
ED KELLEY, MAYOR
JOYCE A SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E. CITY ENGINEER

2024 ROAD RESURFACING

OLD TOMOKA RD

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"= 20'	FILE NAME: .DWG
DRAWN BY: MC	SHEET: 17 OF 21



TOMOKA ELEMENTARY

TREE LEGEND

CD	CEDAR TREE
OK	OAK TREE
PL	PALM TREE
PN	PINE TREE

TREE TYPE — OK24\8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

SYMBOL LEGEND

- PROPOSED INLET
- EXISTING INLET
- SIGN
- UTILITY POLE
- TV BOX
- MAIL BOX
- WATER METER
- GUY ANCHOR
- BENCH MARK
- IRON PIPE
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- BELLSOUTH MANHOLE
- FP&L CO. MANHOLE
- SANITARY MANHOLE
- WATER/REUSE/SANITARY VALVE
- STOP SIGN
- SET STAKE
- FOUND PK/SET SPIKE
- LIGHT POST
- EDGE OF WATER
- TOP OF BANK
- TOE OF SWALE/DITCH
- LARGE SHRUB
- SMALL SHRUB
- HOLLY
- PINE
- PALM
- OAK
- POPLAR/SYCAMORE
- TREE
- STUMP

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

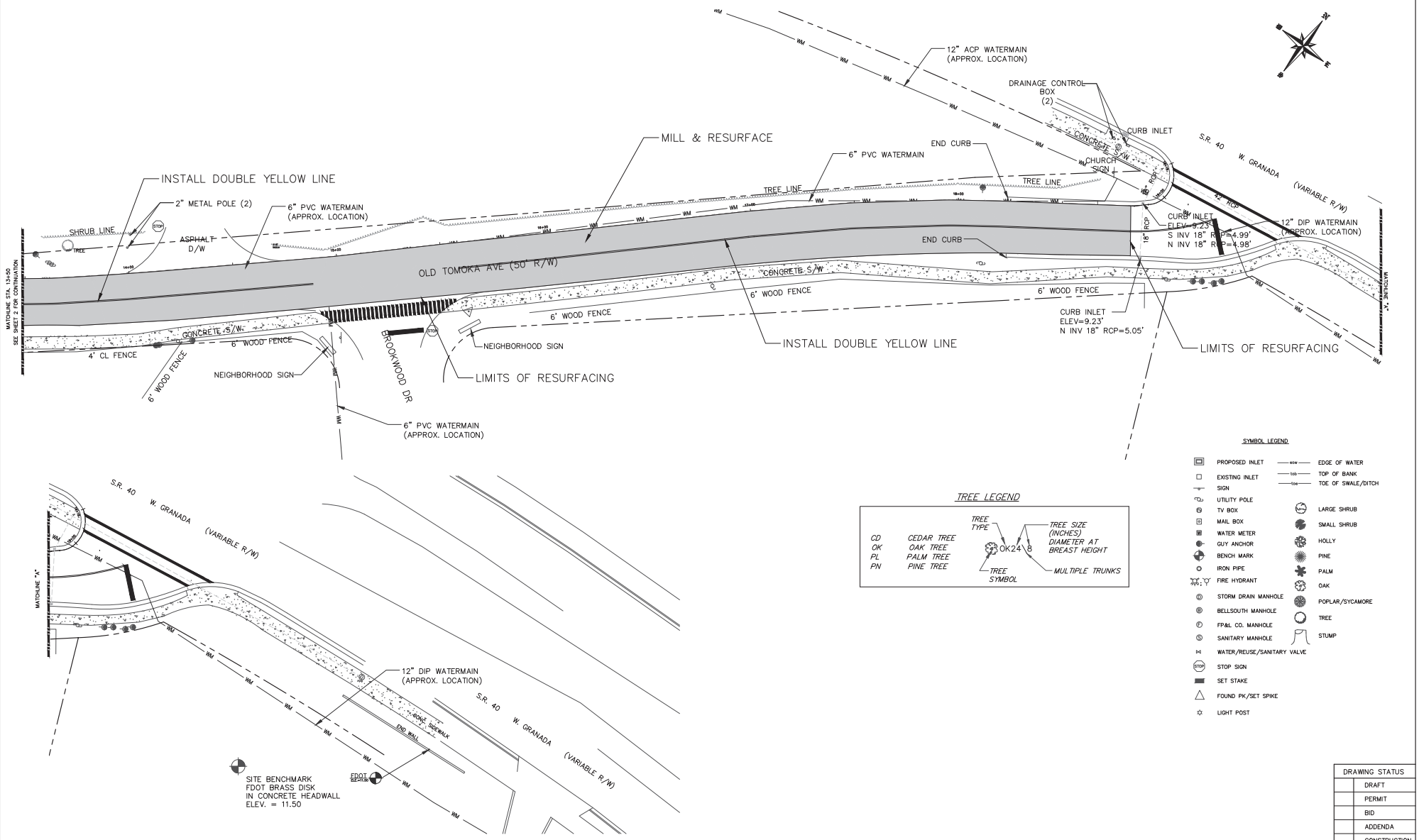
ED KELLEY, MAYOR
JOYCE A SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E. CITY ENGINEER

2024 ROAD RESURAFCING

OLD TOMOKA AVE

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"=20'	FILE NAME: .DWG
DRAWN BY: MC	SHEET: 18 OF 21



DRAWING STATUS	
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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

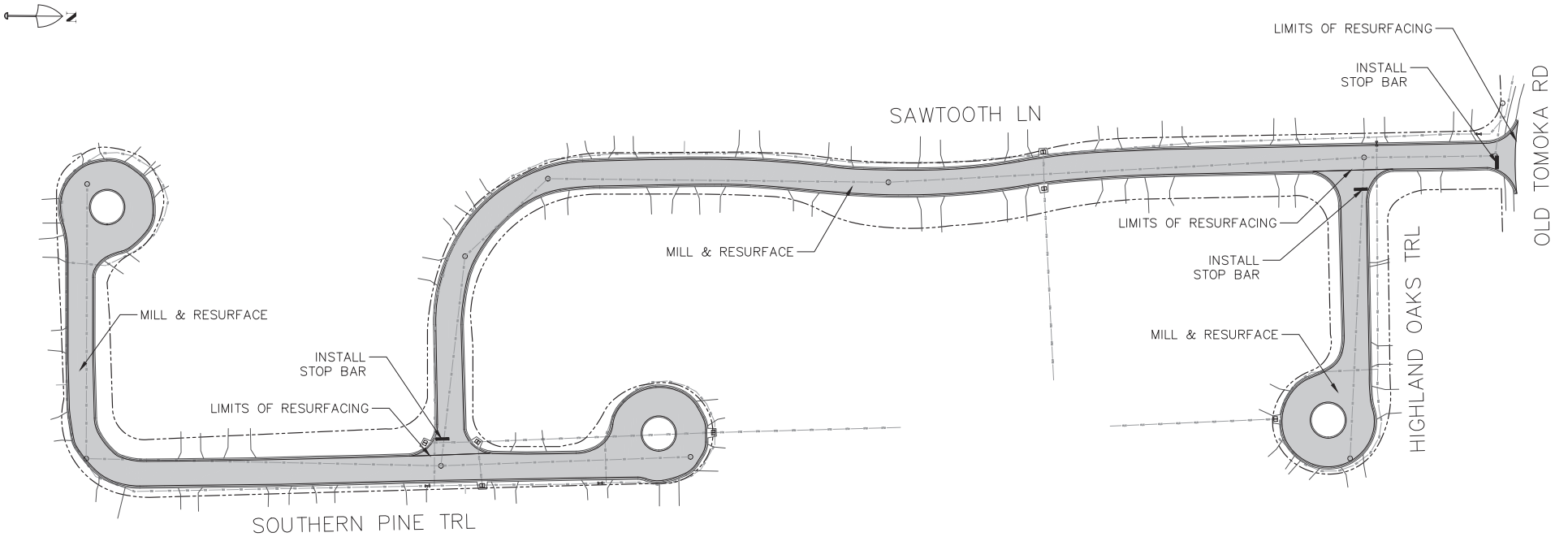
ED KELLEY, MAYOR
JOYCE A SHANAHAN, CITY MANAGER

JOHN NOBLE, P.E. CITY ENGINEER

2024 ROAD RESURFACING

OLD TOMOKA AVE

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"=20'	FILE NAME: .DWG
DRAWN BY: MC	SHEET: 19 OF 21



QUANTITIES – SOUTHERN PINE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	185 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	18.5 TONS	8.	SIDEWALK	– LF
3.	MILL	2191 SY	9.	2" STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – SAWTOOTH LN					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	217 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	21.7 TONS	8.	SIDEWALK	– LF
3.	MILL	2567 SY	9.	2" STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – HIGHLAND OAKS TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	81 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	8.1 TONS	8.	SIDEWALK	– LF
3.	MILL	955 SY	9.	2" STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

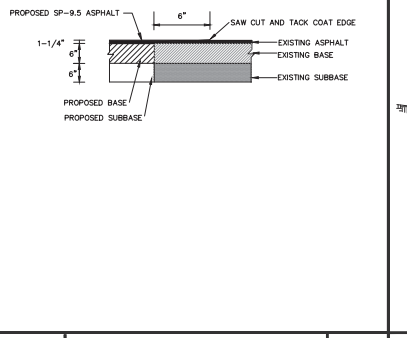
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

ALTERNATE – SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL

DATE: 11/7/23	PROJECT NO.: 2024–11
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 20 of 21



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT
NTS

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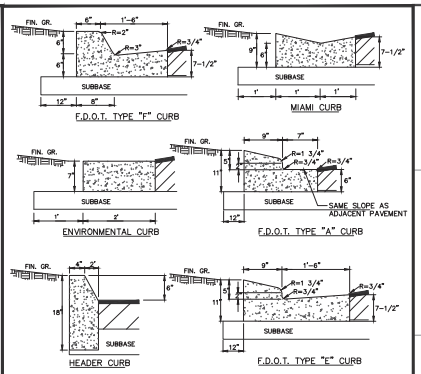
MAY 2020



NOTES:
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION
NTS

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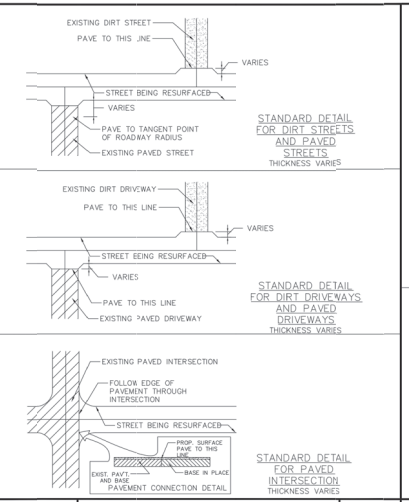
MAY 2020



STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACNG DETAILS
NTS

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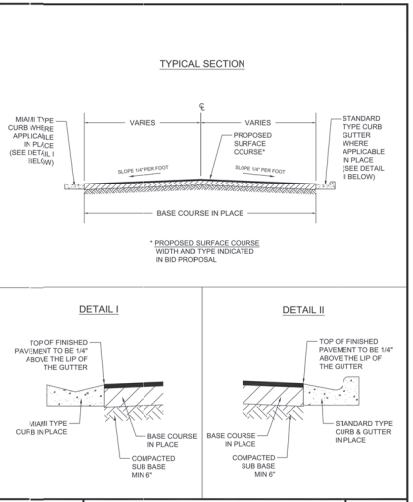
MAY 2023



STANDARD CONSTRUCTION DETAIL
ROADWAY RESURFACING DETAILS
NTS

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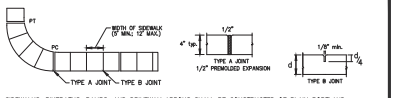
MAY 2020



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN, THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 8 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A. AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND DENSE. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF SUBSTANTIAL AMOUNTS OF FILL ARE PLACED IN LESS THAN 12 INCH LIFTS. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

STANDARD CONSTRUCTION DETAIL
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS
NTS

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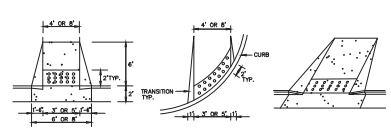
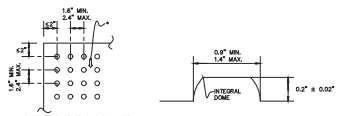
MAY 2020



NOTES:
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



NOTES:
* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKE PATH RAMP
NTS

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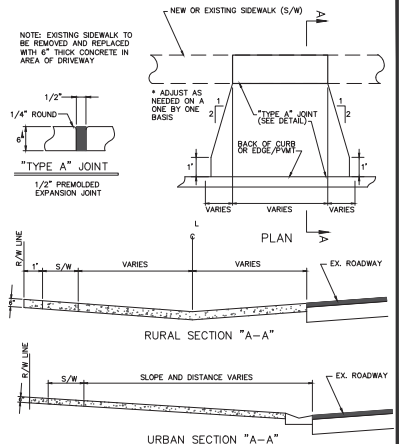
MAY 2020



STANDARD CONSTRUCTION DETAIL
RESIDENTIAL DRIVEWAY APRON DRAWINGS
NTS

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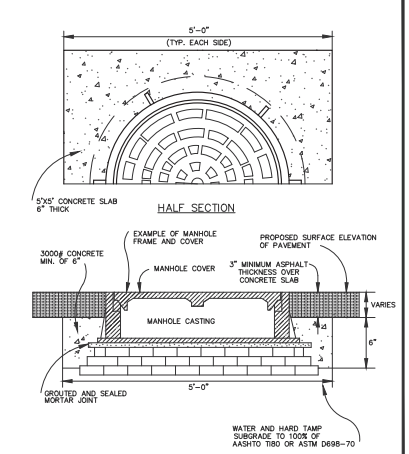
MAY 2020



MANHOLE ADJUSTMENT DETAILS

STANDARD CONSTRUCTION DETAIL
MANHOLE ADJUSTMENT DETAILS
NTS

INDEX S-9C
MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

DETAILS

DATE:	11/7/23	PROJECT NO.:	2024-11
SCALE:	N.T.S.	FILE NAME:	
DRAWN BY:	MC	SHEET:	21 of 21

BID OPENING TABULATION

Project: 2024 Roadway Resurfacing

Bid Number: 2024-11

Date & Time: March 5, 2024 2:00 PM

Contractor	Addendum 1	Addendum 2	Bid Bond	Base Bid	Alternate	Total Base + Alternate
Sparks	y	y	y	$1,075,157.50	$107,057.50	$1,182,215.00
Masci	y	`y	y	$791,358.35	$87,651.55	$879,009.90
P&S Paving	y	y	y	$976,525.95	$106,540.82	$1,083,066.77
Halifax	y	y	y	$992,608.50	$98,500.50	$1,091,109.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
MAR 5 24 2:00PM						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

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

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-81
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Auth - PAC Fire Damage Repair, Bomar Construction		
Summary:	On March 9, 2024 a fire at the Performing Arts Center (PAC) caused significant damage to the Theater and Lobby areas. Prompt action by City crews and Paul Davis Restoration of Volusia remediated potential mold and mildew. The fire scene has been released, however the investigation is still ongoing. This proposal from Bomar Construction is for the repair of the hallway, art gallery area, HVAC, and repair to the electrical systems in both the hallway and theater areas remediating the damage caused by the fire. In 2022, the City Commission approved a contract with Bomar, for construction management services on a continuing contract basis. Under this contract, Bomar acts as a general contractor and contracts with specialty subcontractors through a competitive bidding process. Bomar submits a maximum construction price based on the competitive bids, including a construction management fee. Staff chose to utilize the construction management services contract for this project as they are most familiar with the PAC.		
Financial Impact:	Funding will be provided in Fund 301-General Capital Improvements Fund and be derived from insurance reimbursement.		
Citizen Impact:	The PAC offers performances, gallery space for curated art shows for local artists, county school students, individuals with disabilities, an annual photography show and a venue for seminars and other public and civic group meetings. It is important to get this restoration completed timely and professioanly, so these activities can resume.		
Recommended Action (Staff,	Staff recommends approval of the work authorization for Bomar in the amount of $626,297 for repairs to the Performing Arts Center.		

Advisory Board and/or Other):	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-81 PAC Fire Damage Repair-Bomar (P24-0074G) 2. Bomar Construction - Work Authorization
Approval:	Kelly McGuire, Finance Director 5/3/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-81

A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER FIRE DAMAGE REPAIR; 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 Bomar Construction, Inc., the appropriate City staff members have negotiated with Bomar Construction, Inc. to provide construction management services for the Performing Arts Center fire damage repair work ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $626,297.00, and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the General Fund (301) in the amount of $626,297.00 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 Bomar Construction, Inc. to perform the Project at a total cost not to exceed $626,297.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Bomar Construction, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st 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 Bomar Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Performing Arts Center Fire Damage Repairs

Project Description: Construction Management Services to repair damage to the hallway, art gallery area, HVAC, and electrical repairs, as detailed in the attached proposal dated April 26, 2024.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
PAC Fire Damage Repairs	Guaranteed Maximum Price	$626,297.00
Total Fee Authorized:	**Not to Exceed**	**$626,297.00**

Funding Source: General Fund (301)

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:
BOMAR CONSTRUCTION, INC.

By: _____
Leonard Marinaccio, III
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.

BOMAR CONSTRUCTION, INC.

CGC 1517931
27 S. ORCHARD ST., ORMOND BEACH, FL 32174
(386) 677-8736 FAX: (386) 677-7726

April 26, 2024

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32174-0277

Attn: Alex Schumann

RE: Ormond Beach Performing Arts Fire Restoration Proposal

Dear Mr. Schumann

We are pleased to submit our proposal for the Ormond Beach Performing Arts Fire Restoration as indicated in the exhibits contained herein for the guaranteed maximum price of Six Hundred Twenty Six Thousand Two Hundred Ninety Seven Dollars ($626,297.00)

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Clarifications & Qualifications
Exhibit "B"	GMP Cost Breakdown

Please find attached our cost breakdown sheet and Scope of work for your review and approval.

We look forward to the opportunity to work with you on this project. Please do not hesitate to call should you have any questions regarding any of this information.

Sincerely,

Leonard Marinaccio III, President

Attachments

"Exhibit A"
Ormond Beach Performing Arts
Outline Scope of Work
April 26, 2024

Demolition

1. Removal of existing carpet in hallway that remains, to be used for owner stock.
2. Misc. demolition as needed for repair work.

Carpentry/Column Covers

1. Misc. framing at ADA seating wall in auditorium to replace missing/damaged framing.
2. Wall blocking for fire extinguisher cabinets, donor plaque, concession countertop.
3. Reattach loose furring prior to drywall.
4. Install new door & hardware Door 107 mechanical room.
5. Remove and reinstall aluminum column covers in hallways.
6. Reinstall fire extinguisher cabinets.

Millwork

1. Provide new donor plaque with laminate frame.
2. Provide new plastic laminate countertop with support legs in concession area. We included some open shelving units below the countertop for product storage.

Caulking

1. Cosmetic caulking around door frames, millwork, etc. as needed.

Doors & Hardware

1. Provide new factory finished wood door for mechanical room 107, hinges, lock and closer.

Drywall

1. Hang new 5/8" drywall at all areas drywall was removed by mitigation company, finish level 4 ready for paint. Patching as needed for new fire alarm installation

Acoustical

1. New white grid system in concession area.
2. New 2x2 acoustical tile for concession and men's restroom
3. New ceiling tile as needed for damages caused by fire alarm installation

Carpet

1. Misc. floor patching moisture testing prior to installing carpet squares in hallway, auditorium entrances, auditorium stairs and lower walk/ADA sitting area in front of stage.
2. Install new Vinyl tile flooring in concession area.
3. Install new 6" rubber base in all new flooring areas, install reducers, stair nosings as needed.

Ceramic Tile

1. Install ceramic tile base (using owners stock) with Schluter trim in all areas base was removed in lobby, restroom vestibule.

Painting and vinyl film

1. Prime and paint all new drywall ceilings and walls. Included 1 coat paint over remaining drywall in hallways and at floor cut walls.
2. Repaint door frames affected by demolition.
3. Install new 3M wood grain film on low soffit in front of concession area.

Signage & Art Rails

1. Reinstall existing “Theater Entrance” aluminum stand-off letters.
2. Reinstall approximately 50LF of art rail and cable system.
3. Reinstall 122 donor plaques on stand-offs.
4. New sign for door 107 mechanical
5. Reinstall blade signs for men’s room.
6. provide new restroom signs for men’s room and mens ADA restroom.

HVAC

1. Install 5 new linear diffusers in hallway area.
2. Reinstall 2 decorative return grilles.
3. Check unit in 107 for proper operation.

Plumbing

1. Remove and reinstall dual level water cooler after drywall is replaced.
2. Provide new drop in stainless steel sink in concession area with gooseneck faucet.

Electric

1. Ohm test wiring in areas where drywall was removed.
2. Replace switches and devices only in areas where drywall was removed.
3. Provide new light fixtures, occupancy sensors, emergency and exit lights only in areas where drywall was removed.
4. Provide new lighting control panel.
5. Replace relays and power packs for lighting control system.
6. Provide new MC cabling,relays, power packs at back of house to refeed LED stair/walkway lighting in auditorium. Lights will be controlled by switches at stage and sound room.
7. Provide a new engineered fire alarm system for the entire building that complies with current code. Price includes new control panel, strobes, pull stations, smoke detectors, duct detectors. New wiring for strobes as needed. Existing wiring to be ohm checked and reused wherever possible. Price assumes monitoring by new fire alarm contractor. Monitoring agreement and costs are by owner upon completion of the work.

General Clarification

1. Price assumes long lead items will be released after City is issues work authorization, actual construction estimated to be 18 weeks, on site work won’t begin until after light fixtures/controls are received, estimated to be mid-July at current lead times.

Items not included

1. Moisture mitigation or remediation
2. Design or drawings for permitting
3. Scope is limited to the description provided above based on site walk thru with owners reps.
4. Warranties are limited to only items replaced as part of this scope of work
5. Donor plaques, standoffs, aluminum lettering, signs, art rail system, speakers are being reinstalled from owner's stock of salvaged materials.
6. Removal, relocation or replacement of any electrical panels.
7. Solid surface counters at concession and box office to remain.

"Exhibit B"
ORMOND BEACH
PERFORMING ARTS CENTER
GMP BREAKDOWN

Non-Allowance Work		
Demolition		4,000.00
Column Covers		1,000.00
Rough/Finish Carpentry		2,500.00
Millwork		13,473.00
Caulking & Sealants		1,000.00
HM, Wood Doors & Hardware		2,276.00
Framing & Drywall		48,510.00
Acoustical Ceilings		15,025.00
Ceramic Tile, Resilient & Carpet		73,250.00
Painting & Wall Covering		31,725.00
Signage/ Art Rails		6,284.00
Access Panels		1,000.00
Fire Sprinklers		3,000.00
Plumbing		722.00
HVAC		1,865.00
Electrical		78,092.00
Supervision/Project Manager (breakout attached)		62,208.00
General Conditions (breakout attached)		23,500.00
P&P Bond		4,500.00
Misc Insurance		3,867.00
Subtotal Non-Allowance		377,797.00
Allowance Work		
Fire Watch		10,000.00
Contingency		50,000.00
Electrical work in auditorium		63,000.00
Building Permit		2,500.00
Fire Alarm		41,000.00
SubTotal Allowance		166,500.00
Total Non-Allowance + Allowance		544,297.00
Contractor O&P		82,000.00
GRAND TOTAL		**626,297.00**

Supervision / Project Manager Costs:			
Superintendent	18	weeks	34,560.00
Project Manager (@50%)	18	weeks	27,648.00
Total Supervision /Project Manager			**62,208.00**
General Conditions Costs:			
Clerical		LS	250.00
Laborer	8	weeks	8,000.00
Phone & Data	18	weeks	900.00
Plans & Prints	1	LS	500.00
Travel Expense	18	weeks	1,800.00
Trucking / Dumpsters	18	weeks	4,500.00
First Aid	1	LS	250.00
Temporary Signage	1	LS	500.00
Cleaning	1	LS	4,000.00
Temp Toilets	18	weeks	450.00
Temp Protection	1	LS	500.00
Equipment Rental	1	LS	1,600.00
Punchlist Expense	1	LS	500.00
Total General Conditions			**23,500.00**

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-82
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Engineering Consultant Continuing Contracts		
Summary:	In 2017, the City, under the provisions of the Consultants' Competitive Negotiations Act (CCNA), entered into contracts with 37 firms for professional, architectural, and engineering services. Florida Statutes allows for continuing contracts "for projects in which the construction costs do not exceed $4 million, for study activity when the fee for such professional service does not exceed $500,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause." Continuing Contracts allow staff to directly select a firm for professional services contract work. The consultant meets with staff to discuss the required scope of services, then develops and submits a scope of services with a cost proposal for review. Following scope and cost negotiations, a Work Authorization is executed for the work. Since these continuing contracts were procured over 5 years ago, the City Manager directed staff to conduct a new procurement. A request for qualifications (RFQ) for professional, architectural and engineering Services was advertised on Nov 17, 2023. The RFQ set forth 19 categories for which firms could submit, and 63 firms responded, submitting 203 proposals. On March 5, 2024, the City Commission approved the review committee rankings, and authorized staff to negotiate contracts with the 51 recommended firms for Commission approval. All but one of the 19 categories have the same contract; the airport category contract includes additional language due to the nature of the work. Attached is a list of the consulting firms by category. As there are 51 contract documents to be approved, staff has attached only the non-airport and airport contract form, which will be used as applicable for each firm. This item does not award work specific to any project or representative consultant at this time. Staff will bring future work authorizations based		

	on negotiated scope of services and anticipated work hours to the Commission for approval of those services.
Financial Impact:	None
Citizen Impact:	Maintaining consultant continuing contracts allows the City to save time retaining consultants for capital projects, and reduces consultant costs to the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff requests City Commission approval of 51 Engineering Consultant continuing contracts.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-82 Cont Contr Prof Svcs (P24-0073G) 2. Exhibit A RFQ 2023-16 Cont Consult 3. Exhibit B1 Contract for Non-Airport 4. Exhibt B2 Contract for Airport Facilities 5. Exhibit C List of Firms by Category
Approval:	Kelly McGuire, Finance Director 5/3/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-82

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH FIFTY-ONE (51) PROFESSIONAL SERVICES FIRMS FOR AIRPORT FACILITIES; ARCHITECTURAL; ECONOMIC DEVELOPMENT; ENVIRONMENTAL; GENERAL CIVIL ENGINEERING; GEOTECHNICAL; GRANT WRITING, ADMINISTRATION, PUBLIC OUTREACH & COMMUNITY ENGAGEMENT; INFORMATION TECHNOLOGY, SCADA & TELECOMMUNICATIONS; MECHANICAL, ELECTRICAL & PLUMBING; PARKS & RECREATION; PLANNING DESIGN; PROJECT MANAGEMENT; ROADWAY FACILITIES; STORMWATER MANAGEMENT; STRUCTURAL; SURVEY; TRANSPORTATION PLANNING & ENGINEERING; WATER & REUSE DISTRIBUTION/WASTEWATER COLLECTION; AND WATER SUPPLY & TREATMENT/WASTEWATER TREATMENT SERVICES; UNDER RFQ 2023-16; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Qualifications (RFQ No. 2023-16) for professional services for airport facilities; architectural; economic development; environmental; general civil engineering; geotechnical; grant writing, administration, public outreach & community engagement; information technology, SCADA & telecommunications; mechanical, electrical & plumbing; parks & recreation; planning design; project management; roadway facilities; stormwater management; structural; survey; transportation, planning & engineering; water & reuse distribution/wastewater collection; and water supply & treatment/wastewater treatment services relative to various projects throughout the City ("the Project") (*a copy of the form of RFQ No. 2023-16 is attached hereto as Exhibit "A" and is incorporated herein by reference*), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated continuing contracts with fifty-one (51) firms to provide the aforedescribed professional services, 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 City Commission hereby approves the generic form of the continuing contract for professional services for airport facilities; architectural; economic development; environmental; general civil engineering; geotechnical; grant writing, administration, public outreach & community engagement; information technology, SCADA & telecommunications; mechanical, electrical & plumbing; parks & recreation; planning design; project management; roadway facilities; stormwater management; structural; survey; transportation, planning & engineering; water & reuse distribution/wastewater collection; and water supply & treatment/wastewater treatment services relative to various projects throughout the City. *A copy of the form of the contract for non-airport categories is attached hereto as Exhibit "B1" and a copy of the form of the contract for the airport category is attached hereto as Exhibit "B2" and both are incorporated herein by reference*.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute continuing contracts for the aforedescribed professional services with those firms *listed on the attached Exhibit "C"* under the categories for airport facilities; architectural; economic development; environmental; general civil engineering; geotechnical; grant writing,

administration, public outreach & community engagement; information technology, SCADA & telecommunications; mechanical, electrical & plumbing; parks & recreation; planning design; project management; roadway facilities; stormwater management; structural; survey; transportation, planning & engineering; water & reuse distribution/wastewater collection; and water supply & treatment/wastewater treatment services.

SECTION THREE. All other proposals within a particular category described above relative to the aforedescribed Project shall be deemed rejected upon the execution of all contracts with those firms in a particular category as listed on the attached Exhibit "C" under the categories for airport facilities; architectural; economic development; environmental; general civil engineering; geotechnical; grant writing, administration, public outreach & community engagement; information technology, SCADA & telecommunications; mechanical, electrical & plumbing; parks & recreation; planning design; project management; roadway facilities; stormwater management; structural; survey; transportation, planning & engineering; water & reuse distribution/wastewater collection; and water supply & treatment/wastewater treatment services.

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

APPROVED AND AUTHENTICATED this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

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: **Continuing Contracts for Professional, Architectural, and Engineering Services**
RFQ NUMBER: **2023-16**
RFQ DUE DATE & TIME: **Wednesday, November 8, 2023 at 2:00 PM**
RFQ OPENING LOCATION: **Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Wednesday, October 25, 2023 at 2:00 PM, 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):

_____

_____

Continuing Contracts for Professional, Architectural, and Engineering Services 2023-16

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM (Page 2)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Please check the appropriate category/categories for which your firm is submitting a qualification proposal:

Airport Facilities	☐
Architectural Services	☐
Information Technology, SCADA, and Telecommunications	☐
Economic Development	☐
Environmental Services	☐
General Civil Engineering	☐
Geotechnical Services	☐
Grant Writing, Administration, Public Outreach & Community Engagement	☐
Mechanical, Plumbing and Electrical Engineering	☐
Parks & Recreation	☐
Planning Design Services	☐
Project Management	☐
Roadway Facilities	☐
Stormwater Management	☐
Structural Engineering	☐
Survey Services	☐
Transportation Planning & Engineering	☐
Water and Reuse Distribution/Wastewater Collection	☐
Water Supply and Treatment/ Wastewater Treatment	☐

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

X _____

AUTHORIZED SIGNATURE (MANUAL)

_____

NAME (TYPED)

_____

TITLE

_____

DATED

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)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

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

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

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

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

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for 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 City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Professional, Architectural, and Engineering services for the following continuing contract categories:

Airport Facilities
Architectural Services
Information Technology, SCADA, and Telecommunications
Economic Development
Environmental Services
General Civil

Geotechnical Services
Grant Writing, Administration, Public Outreach & Community Engagement
Mechanical, Plumbing, and Electrical Engineering
Parks & Recreation
Planning Design Services
Project Management
Roadway Facilities
Stormwater Management
Structural Engineering
Survey Services
Transportation Planning & Engineering
Water and Reuse Distribution / Wastewater Collection
Water Supply and Treatment / Wastewater Treatment

Professional Qualifications: Any firm or individual licensed to perform professional engineering or Architectural services in the State of Florida, having demonstrable professional experience in the project category and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCHEDULE OF PROPOSAL

October 8, 2023	Advertisement
October 25, 2023 at 2:00 PM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
November 8, 2023, 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.
November 9 – December 8, 2023	Proposal Rankings
January 16, 2024	City Commission Approval of contracts.
February 1, 2024	Contract effective date

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. One unbound copy which includes the following information:

    a. Letter of interest.
    b. Proposer Acknowledgement form & Request for Qualification form (2 Pages), completed. **Please be sure to indicate on the second page all the continuing contract categories that you are submitting for.**
    c. Overview description of the firm and its ability to provide the professional services being applied for.
    d. Provide list of current continuing contracts and contact information for each.
    e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
    f. Copy of firm's current Florida Professional License renewal.
    g. Copy of firm's certificate of insurance.
    h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
    i. Completed Drug-Free Workplace Certification
    j. Verification of employment status using E-Verify Form

2. Completed one Standard Form (SF) 330 **for each continuing contract category**. The following changes to the standard form shall be incorporated for this submittal.
    a. **Part I, Section E. Resumes** – Limit resumes for each individual to 1 page and provide a maximum of 5 Relevant Projects.
    b. **Part I, Section F. Example Projects** – Present a maximum of 5 projects.
    c. **Part II item 11a**- where requested to provide revenues for Federal Work, submitter shall provide revenues for Municipal contract work.

Only one proposal package shall be submitted regardless of the number of categories of continuing contracts that the submitter is requesting to be considered for

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 Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is October 31, 2023 at 5:00pm.

- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

- Proposal Delivery: Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than November 8, 2023, 2:00 PM. Submit proposals to the Purchasing Coordinator, 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: The most important evaluation emphasis will be placed upon the experience and past performance of the firm and the overall qualifications of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project. The location of the firm's home office where the work will occur from will also be an important factor. A copy of the evaluation ranking scoring criteria is attached to this RFQ.

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than three of the most qualified proposers based on rankings to be considered for continuing contracts in each category. 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) in each category. Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Description of Continuing Contract Categories

Airport Facilities
Architectural Services
Information Technology, SCADA, and Telecommunications
Economic Development
Environmental Services
General Civil
Geotechnical Services
Grant Writing, Administration, Public Outreach & Community Engagement
Mechanical, Plumbing, and Electrical Engineering
Parks & Recreation
Planning Design Services
Project Management
Roadway Facilities
Stormwater Management
Structural Engineering
Survey Services

Transportation Planning & Engineering
Water and Reuse Distribution / Wastewater Collection
Water Supply and Treatment / Wastewater Treatment

Airport Facilities - The Ormond Beach Municipal Airport (OMN) is located on 1,128 acres of land just east of Interstate 95, north of the Tomoka River and west of U.S. Highway 1. The airport offers two intersecting runways, 9/27 and 17/35, which are 4005 feet and 3701 feet in length respectively, served by six taxiways that are fully lighted. There are about 170 aircraft based at the airport with approximately 123,000 annual operations (takeoffs or landings). Owned and operated by the City of Ormond Beach, the airport is designated by the Federal Aviation Administration as a publicly-owned, public-use general aviation facility, and by the National Plan of Integrated Airport Systems as a General Aviation (GA) Transport Type (TR) Airport. Recent improvements to the airport include installation of perimeter security fencing, runway rehabilitation, construction of an air traffic control tower, a public use heliport, taxiway construction and rehabilitation, new runway, taxiway and ramp lighting, security surveillance systems, a new rotating beacon, as well as new road construction. The firm shall be familiar with FAA design criteria and capable of environmental analysis in accordance with the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA). All firms should be capable of FAA Airport Improvement Program (AIP) grant preparation and administration assistance, and should be knowledgeable and experienced with AIP requirements. Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant program, as well as familiarity with FAA Orders and Advisory Circulars, FAA standards, and the FAA process for managing active airport projects will be given due consideration. The firm shall also be evaluated based upon experience and familiarity with FDOT aviation grant programs, the PTGA application and administration process, and FDOT airport project management guidelines and reporting procedures. Familiarity with the particulars of the Florida Aviation Database and JACIP will also be considered.

Architectural - Consulting services shall include, but not be limited to, architectural services related to construction and renovation of City buildings, public facilities, and water and wastewater treatment plant facilities, structural analysis, damage assessment assistance, and other miscellaneous services.

Information Technology, SCADA, and Telecommunications – Consulting services shall include, but not be limited to, provide professional guidance to the City regarding all aspects of Information and communications technology. Services shall include evaluation of needs, technology selection recommendations, implementation and support. Projects may include technology Roadmap, Evaluation, selection and Design of ACD Technology, call routing and agent performance, remote agent implementation, low voltage cable design, and disaster recovery planning and preparation.

Economic Development - The Economic Development Department seeks qualified consultants to provide professional economic development services. The City seeks consultants who have worked for public and private enterprise and has market intelligence. They should have experience in advising local governments. Expertise sought includes but is not limited to -- economic development strategic planning; economic and fiscal impact analysis for public and /or private development projects; commercial real estate development expertise including market and feasibility analysis, negotiations, infill development and

redevelopment within CRAs and non-CRA commercial corridors; public private partnerships; expertise in economic development marketing and advertising; national site selection.

Environmental Services - Consulting services shall include, but not be limited to, Phase I & II site assessments, site remediation, wetland and threatened and endangered species studies, and groundwater remediation.

General Civil Engineering - Consulting services shall include, but not be limited to, general civil engineering services related to site development of public properties including design of public facilities including, but not limited to, facility construction, renovation and rehabilitation, building and property site assessments, sustainability, and energy efficiency design.

Geotechnical Services - Consulting services shall include, but not be limited to, engineering services pertaining to subsurface investigation, drilling, and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and values engineering analysis.

Grant Writing, Administration, Public Outreach & Community Engagement - Consulting services shall include, but not be limited to Grant funding research, develop competitive proposals for traditional Federal, State, and Local granting sources, attending meetings with granting agencies, compliance with grant requirements, grant reporting, and closeout.
Additionally, The City of Ormond Beach seeks dynamic firms experienced in public outreach and Community Engagement. Prospective firms should provide services that include innovative public outreach strategies proven experience as professional facilitators and a history of successfully engaging the public to ensure that City projects and programs successfully incorporate input from our residents and shareholders. The selected firm(s) will be expected to gather specific information related to current City provided services, as well as use, preferences and any other agency strengths, weaknesses, opportunities, and issues. They should further expect to provide well-organized and directed activities, techniques and formats that will ensure that a positive, open, and proactive public participation process is achieved. Written records and summaries of the results of all public process and communication strategies will be expected to provide support for project planning and justification.

Mechanical, Electrical, and Plumbing Engineering - The City has numerous municipal facilities, including existing buildings, parks and recreation facilities, etc. Potential projects include upgrade and modification of interior and existing exterior lighting; HVAC systems, and plumbing systems. Design of improvements and rehabilitation to existing facilities; and design of new facilities, such as at parks and recreation facilities, municipal buildings, utility facilities, etc.

Parks and Recreation – The City of Ormond Beach completed a parks and recreation master plan in 2021. The City's public lands for park and recreation includes approximately 50 City-

owned properties comprising a total of 472 acres. Park categories include: Mini parks, Neighborhood parks, Community Parks, a Sports Complex, and Natural Resource parks. Consulting services shall include, but not be limited to, master planning, site layout and design, public involvement and outreach, facility renovation, and park planning and design.

Planning and Design Services - The provision of urban planning expertise that includes but is not limited to, master or comprehensive planning, special area planning, recreation planning, environmental, transportation, historical, land use, capital facility, corridor, DDA/Downtown CRA, and streetscape planning. Included in this should be the ability to provide urban design, landscape architecture, grant writing/fund development and planning, zoning, and site plan review assistance if needed. Also, should be able to provide specialized planning, engineering, and financial services designed to reduce fossil fuel emissions in a manner that is environmentally sustainable and maximizes benefits to its client; reduces energy consumption for its client; or improves energy efficiency in the building, transportation, land use, or other appropriate sector (i.e. Green Planning).

Project Management- Consulting services shall include, but not be limited to, assisting staff in preparation of budgets and plans for Capital Projects, managing consultants engaged in the design of capital improvement projects, evaluation of proposals and contract documents, review of shop drawing, and Construction Administration services during the construction of capital improvement projects. Work may include project management for State and Federal entities Projects included for Management include those from all categories of the City's current Capital Improvement Plan.

Roadway Facilities – Consulting services shall include, but not be limited to, engineering design of urban and rural roadways under the maintenance responsibility of the City of Ormond Beach, which currently maintains both urban and rural roadways. Included in this category will be design related to bituminous asphalt and concrete pavement, sidewalk construction and replacement, and all ancillary components normally required including design of minor bridges and culverts associated with roadways, stormwater facilities, striping, signage, and signalization. Selected firms should possess the ability to inspect and provide roadway assessment reports, street rehabilitation, reconstruction, and resurfacing.

Stormwater Management - Consulting services shall include, but not be limited to, stormwater master planning, stormwater system design, hydraulic modeling, basin runoff modeling, permit acquisition, system evaluation and rehabilitation

Structural Engineering - The City's existing facilities include numerous buildings and other structural facilities. Potential projects include piers and docks, pavilions, restroom facilities and other parks and recreation accessory structures; analysis of and improvement of the structural condition of existing facilities; bridge and utility structural design; design of new and rehabilitated municipal facilities and structures.

Survey - Survey services shall include, but not be limited to, plat review as the city surveyor, boundary surveys, topographic surveys, construction layout, right-of-way surveys, legal

descriptions, as-built surveys, etc. Applicable survey firms will have a registered PLS and full survey capability.

Transportation Planning & Engineering - Consulting services shall include, but not be limited to, traffic engineering studies, PD&E studies, traffic counts, roadway design, signal pavement marking and channelization, traffic impact analysis, review of traffic impact analyses, concurrency management studies, and corridor studies. Consultants should familiar with and have experience working with the Transportation Planning Organizations (TPOs), specifically the River to Sea TPO, and the preparation of project approvals and funding requests for projects to be included in the current work plan and long-range transportation plans administered by that organization.

Water and Reuse Distribution / Wastewater Collection – Consulting services shall include, but not be limited to, water and wastewater master planning, utility rate studies, includes, design of pressure mains and gravity collection mains, design of pump stations, booster stations, and lift stations, infrastructure rehabilitation, condition assessment studies, and hydraulic modeling

Water Supply and Treatment / Wastewater Treatment - – Consulting services shall include, but not be limited to, water and wastewater treatment plant design, rehabilitation, and expansion, capacity analysis report, water and wastewater treatment plant permitting, and permit renewal, process and operations support, condition assessment studies, and hydraulic modeling (currently the City's water system exists on Infowater®).

Consulting service shall also include engineering services pertaining to groundwater modeling, water supply evaluation studies, hydro geological assessments, water use permitting, hydro geological design, well design, well construction consulting and inspection services, well sampling, water quality testing and analysis, geochemical pattern analysis, geophysical logging and surveying, chemical and biological sampling and analysis.

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 contract shall provide for a minimum term of 5 years.

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. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an

endorsement allocating an aggregate limit per location or specified project.

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

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

(d) Excess Liability

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

(e) Builder’s Risk

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

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

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

B. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance

acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

C. Policies of Insurance

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

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

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

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

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 A

Evaluation Form

Continuing Contracts for
Professional, Architectural and Engineering Services
RFQ NO.: 2023-16

CATEGORY _____

NAME OF FIRM: _____

REVIEWER: _____

DATE: _____

	Points
Qualifications of the Firm (30 pts.)	____
Project Team (25 pts.)	____
Relevant Project Experience (20 pts.)	____
Location of Firm (20 pts.) Within 30 miles of Ormond Beach City Hall – 20 Pts. Within 70 miles of Ormond Beach City Hall – 14Pts. Greater than 70 miles from Ormond Beach City Hall – 6 Pts.	____
Minority Business Enterprise (5 Pts.)	____

Total Points:____

CITY OF ORMOND BEACH

CONTINUING CONTRACT FOR _____ SERVICES
RFQ 2023-16

THIS AGREEMENT is made and entered into this _____ day of _____ 2024, by and between CONSULTANT NAME duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

W I T N E S S E T H:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to,

_____

_____; and

WHEREAS, CITY requested pursuant to RFQ No. 2023-16, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional _____ services. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to $7,500.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of $7,500.00 for such services in any

fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
   (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
   (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
   (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
   (a) The project description.
   (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
   (c) The dates for commencement and completion of work.

(d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).

(e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a “Fixed Fee Basis” or on a “Time Basis Method”.

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less than 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be

billed and will not pay any “up charges” or any cost over and above the CONSULTANT’s actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee’s name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the

services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:

City of Ormond Beach
Engineering Division
22 South Beach Street, Suite 104
Ormond Beach, Florida 32174

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. The

parties agree that any appeal of the decision of the City Manager shall be by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of CITY after final payment is made to CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The

expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars ($1,000.00) for any one day. This clause survives termination of the Agreement.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been affected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY.

Pursuant to §725.08, Florida Statutes, Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance

SECTION 17. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT, by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'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 CONSULTANT 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.

3. Requirements for Certificates of Insurance

(a) 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.

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

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

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

(e) If the Contractor fails to obtain and maintain for the life of the 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.

4. Policies of Insurance

(a) Except as otherwise provided in this Agreement, 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.

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

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

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

SECTION 18. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 19. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 20. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission, and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested

by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY: (1) provide a written estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY in writing of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 23. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 25. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 26. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 27. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW. CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT 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 CONSULTANT 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:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2022)

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration

contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 30. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 31. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 32. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 33. ENFORCEMENT COSTS / VENUE / WAIVER OF JURY TRIAL. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

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.

SECTION 34. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
City Engineer
Engineering Division
22 South Beach Street, Suite 104
Ormond Beach, Florida 32174

For CONSULTANT:

_____
_____
_____
_____

SECTION 35. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 36. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 37. STATE OR FEDERAL FUNDING. If federal or state funds/grants are wholly or partially funding the consideration of this Agreement, the parties mutually agree and cooperate fully to amend this Agreement to add any state or federally mandated clauses, or otherwise amend where necessary, as required by the state or federal conditions for funding.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below.

DATED this _____ day of _____, 2024.

Witnesses: **CITY OF ORMOND BEACH**

_____ By: _____
BILL PARTINGTON
Mayor

_____
Print Name

_____ Attest: _____
JOYCE A. SHANAHAN
City Manager

_____
Print Name

DATED this _____ day of _____, 2024.

Witnesses: **CONSULTANT**

_____ By: _____

_____ _____
Print Name Print Name

_____
Title

_____ Attest: _____

_____ _____
Print Name Print Name

_____
Title

CITY OF ORMOND BEACH

CONTINUING CONTRACT FOR ENGINEERING/ARCHITECTURAL SERVICES FOR AIRPORT FACILITIES RFQ 2023-16

THIS AGREEMENT is made and entered into this _____ day of _____ 2024, by and between _____ duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

W I T N E S S E T H:

WHEREAS, the CITY owns and operates the Ormond Beach Municipal Airport (OBMA). OMBA is designated by the Federal Aviation Administration as a publicly-owned, publicly-used general aviation facility. It is also designated the National Plan of Integrated Airport Systems as a General Aviation Transport Type Airport; and

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional engineering/architectural services for OBMA facilities which shall include, but not be limited to, analysis of existing airport facilities and ancillary components for improvement, field investigations, engineering and design studies, engineering and design for construction and rehabilitation of airport facilities, drafting of construction plans, engineering drawings, contract documents, technical specifications, cost estimates, and engineer's report; bidding phase services, project & construction administration services, land surveys, geo-technical testing, preparation of federal or state grant applications or permits,

disadvantaged business enterprise goal/methods update and reporting, and other miscellaneous services; and

WHEREAS, CITY requested pursuant to RFQ No. 2023-16, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and CONSULTANT agree as follows:

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional engineering/architectural services which shall include, but not be limited to, analysis of existing airport facilities and ancillary components for improvement, field investigations, engineering and design studies, engineering and design for construction and rehabilitation of airport facilities, drafting of construction plans, engineering drawings, contract documents, technical specifications, cost estimates, and engineer's report; bidding phase services, project & construction administration services, land surveys, geotechnical testing, preparation of federal or state grant applications or permits, disadvantaged business enterprise goal/methods update and reporting, and other miscellaneous services. Required services shall be specifically enumerated,

described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to $7,500.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of $7,500.00 for such services in any fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:

(a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and

(b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.

(c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.

2. Each Work Authorization shall contain:

(a) The project description.

(b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.

(c) The dates for commencement and completion of work.

(d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).

(e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

(1) Travel expenses in connection with the Project consistent with Sections 112.061, Florida Statutes, or its successor. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

(2) Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

(3) In-house copying charges, computer fees, photocopies less that 11" x 17", telephone services, and other similar items shall be considered a portion of the CONSULTANT's overhead costs and shall not be billed separately to the CITY. Any other reimbursable costs not specifically identified within this Section are authorized at actual cost only. The CITY shall not be billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

(4) If authorized in writing in advance by CITY, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(5) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(6) All reimbursable expenses must be allowable, specific to the Agreement, and reasonable, as solely determined by CITY.

SECTION 7. PAYMENT AND BILLING.

(a) For Work Authorizations issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:

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

(d) Payments shall be made by the CITY to the CONSULTANT within thirty (30) days after receipt of a properly documented, supported and approved invoice.

(e) CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against CITY arising out of this Agreement pursuant to the Work Authorization or otherwise relating to the work for which final payment is made, except those identified in writing by CONSULTANT as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by CITY shall be deemed to be a waiver of CITY'S right to enforce any obligations of CONSULTANT hereunder or to the recovery of damages for defective Work not discovered by CITY at the time of final inspection, and/or payment.

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. The parties agree that any appeal of the decision of the City Manager shall be by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(b) CITY may perform or have performed an audit of the records of CONSULTANT before or after final payment to support final payment hereunder. Total compensation to CONSULTANT may be determined subsequent to an audit and shall be used to calculate final payment to CONSULTANT.

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CITY under the terms of the Agreement, CONSULTANT shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither CITY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to CITY in accordance with applicable law for any and all damages to CITY caused by CONSULTANT'S negligent or wrongful performance of any of the services furnished under this Agreement.

(c) CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of CITY after final payment is made to CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars ($1,000.00) for any one day. This clause survives termination of the Agreement.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT,

terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to CITY for all reasonable additional costs occasioned to CITY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subconsultants, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of CITY in its sovereign

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been affected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

(f) All covenants, agreements and warranties made under this Agreement (including but not limited to representation relating to disclosure or ownership of documents) survive the termination of this Agreement.

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other

professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY.

Pursuant to §725.08, Florida Statutes, Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement. The 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.

SECTION 17. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'S operations under the Contract Documents, whether such operations be by the CONSULTANT,

by any Subconsultant, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The CONSULTANT'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 CONSULTANT 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.

3. Requirements for Certificates of Insurance

(a) 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.

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

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

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

(e) If the Contractor fails to obtain and maintain for the life of the 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.

4. Policies of Insurance

(a) Except as otherwise provided in this Agreement, 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.

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

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

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

SECTION 18. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 19. REPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. CITY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define CITY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep CITY continually and effectively advised of such designation.

SECTION 20. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission, and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

(a) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed between the parties. NO OFFICER, EMPLOYEE OR AGENT OF CITY IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

(b) The CITY reserves the right to make changes in any Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall if requested by the CITY: (1) provide a written estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY in writing of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules as set for the in the Scope of Services and Work Authorization.

(c) If the CITY elects to make the change, the CITY shall issue a Work Authorization for the additional work and the CONSULTANT shall not commence work on any such change until such Work Authorization has been issued and signed by each of the parties.

SECTION 23. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 25. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 26. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 27. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT 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 CONSULTANT 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

Ref: Fla. Stat. §119.0701(2022)

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 28b. ADDITIONAL PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS.

(1) Certification regarding debarment, suspension, ineligibility and voluntary exclusion. The CONSULTANT certifies by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts

(2). Trade restriction. The CONSULTANT by execution of this Agreement, certifies that it:

(a). is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b). has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or

controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c). has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CONSULTANT or subconsultant who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the CITY cancellation of the Agreement at no cost to the CITY.

Further, the CONSULTANT agrees that, if upon execution of this Agreement, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the CITY if the CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CITY cancellation of the Agreement or subcontract for default at no cost to the CITY.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(3). Rights to inventions. All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the CITY of the Federal grant under which this Agreement is executed.

(4). Disadvantaged business enterprises. The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the City deems appropriate.

(5). Lobbying and influencing federal employees. No Federal appropriated funds shall be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.

(6). Access to records and reports. The CONSULTANT shall maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed.

(7). Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights provisions. The CONSULTANT assures that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(8). Civil Rights. In all its activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal

assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(9). Non-discrimination statutes and authorities. During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT"), agrees as follows:

1. Compliance with Regulations: The CONSULTANT (hereinafter includes subconsultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be

notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a CONSULTANT's noncompliance with the non-discrimination provisions of this Agreement, the CITY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the CONSULTANT under the Agreement until the CONSULTANT complies; and/or

    b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives

issued pursuant thereto. The CONSULTANT will act with respect to any subcontract or procurement as the CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the CITY to enter into any litigation to protect the interests of the CITY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

(10). Clean air and water pollution control. CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the CITY immediately upon discovery. The CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONSULTANT must include this requirement in all subcontracts that exceed $150,000.

(11). Texting while driving. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the CITY encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel

that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

(12). Prohibition of certain telecommunications and surveillance. CONSULTANT and any subconsultant agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

(13.). FLSA. This Agreement incorporates by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(14). Prohibition of segregated facilities.

(a) The CONSULTANT agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONSULTANT agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this Agreement.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The CONSULTANT shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this Agreement.

(15). Procurement of recovered materials. CONSULTANT and any subconsultants agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the CONSULTANT and subconsultants are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The Agreement requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The CONSULTANT has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONSULTANT can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the Agreement performance schedule;

b) Fails to meet reasonable Agreement performance requirements; or

c) Is only available at an unreasonable price.

(16). Certification regarding tax delinquency and felony convictions. By execution of this Agreement, CONSULTANT represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. The CONSULTANT represents that it not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

(17). Veteran's preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are

covered veterans readily available and qualified to perform the work to which the employment relates.

SECTION 29. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 30. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 31. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 32. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying

that the wage rates and costs used to determine the compensation provided for is this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 33. ENFORCEMENT COSTS / VENUE / WAIVER OF JURY TRIAL. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

The venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Florida.

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.

SECTION 34. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

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

For CONSULTANT:

_____
_____
_____
_____

SECTION 35. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 36. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 37. STATE OR FEDERAL FUNDING. If federal or state funds/grants are wholly or partially funding the consideration of this Agreement, the parties mutually agree and

cooperate fully to amend this Agreement to add any state or federally mandated clauses, or otherwise amend where necessary, as required by the state or federal conditions for funding.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below.

DATED this _____ day of _____, 2024.

Witnesses: **CITY OF ORMOND BEACH**

_____ By: _____
BILL PARTINGTON
Mayor

_____
Print Name

_____ Attest: _____
JOYCE A. SHANAHAN
City Manager

_____
Print Name

DATED this _____ day of _____, 2024.

Witnesses: **CONSULTANT**

_____ By: _____

_____ _____
Print Name Print Name

_____
Title

_____ Attest: _____

_____ _____
Print Name Print Name

_____
Title

CITY OF ORMOND BEACH
2024 CONTINUING CONSULTANT FIRMS BY CATEGORY

AIRPORT FACILITIES

- AVCON, Inc.
- C&S Engineers, Inc.
- CHA Consulting, Inc.
- Gale Associates, Inc.
- Hoyle Tanner & Associates, Inc.

ARCHITECTURAL SERVICES

- Borrelli + Partners, Inc.
- BPF Design Incorporated
- DJ Design Services, Inc.
- Hall & Ogle Architects, Inc.

ECONOMIC DEVELOPMENT

- Baker Tilly US, LLP
- GAI Consultants, Inc.
- Strategic Planning Group, Inc.

ENVIRONMENTAL SERVICES

- Barnes Ferland & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- RES Florida Consulting, LLC d/b/a E Sciences
- Universal Engineering Sciences, LLC
- WSP USA Environment & Infrastructure Inc.
- Zev Cohen & Associates, Inc.

GENERAL CIVIL ENGINEERING

- Freese & Nichols, Inc.
- GAI Consultants, Inc.
- HDR Engineering, Inc.
- Jones Edmunds & Associates, Inc.
- Pond & Company
- Upham, Inc.
- Zev Cohen & Associates, Inc.

GEOTECHNICAL SERVICES

- Bechtol Engineering & Testing, Inc.
- NADIC Engineering Services, Inc.
- Universal Engineering Sciences, LLC
- WSP USA Environment & Infrastructure Inc.

GRANT WRITING, ADMINISTRATION, PUBLIC OUTREACH & COMMUNITY ENGAGEMENT

- GAI Consultants, Inc.
- Ghyabi Consulting & Management, LLC
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Zev Cohen & Associates, Inc.

INFORMATION TECHNOLOGY, SCADA, TELECOMMUNICATIONS

- Advanced System Solutions, Inc.
- Empire Computing & Consulting, Inc.
- Freese & Nichols, Inc.
- TLC Engineering Solutions, Inc.
- Trien & Associates, Inc.

MECHANICAL, ELECTRICAL & PLUMBING

- Cape Design Engineering Co.
- Johnson, Levinson, Ragan, Davila, Inc.
- McKim & Creed, Inc.
- OCI Associates, Inc.
- SGM Engineering, Inc.

PARKS AND RECREATION

- Castle Bay Design Studio, LLC
- Dredging & Marine Consultants, LLC
- GAI Consultants, Inc.
- Kimley-Horn & Associates, Inc.
- Marquis Latimer + Halback, Inc.
- Zev Cohen & Associates

PLANNING DESIGN SERVICES

- GAI Consultants, Inc.
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Marquis Latimer + Halback, Inc.
- Zev Cohen & Associates, Inc.

PROJECT MANAGEMENT

- Freese & Nichols, Inc.
- Ghyabi Consulting & Management, LLC
- Kimley-Horn & Associates, Inc.
- Zev Cohen & Associates, Inc.

ROADWAY FACILITIES

- Burgess & Niple, Inc.
- CPH, LLC
- England-Thims & Miller, Inc.
- HDR Engineering, Inc.
- Upham, Inc.
- Zev Cohen & Associates, Inc.

STORMWATER MANAGEMENT

- Burgess & Niple, Inc.
- Dredging & Marine Consultants, LLC
- Freese & Nichols, Inc.
- Gemini Engineering & Sciences, Inc.
- Pond & Company
- Singhofen & Associates, Inc.
- Upham, Inc.
- Zev Cohen & Associates, Inc.

STRUCTURAL

- Cape Design Engineering Co.
- Dredging & Marine Consultants, LLC
- Kimley-Horn & Associates, Inc.
- TLC Engineering Solutions, Inc.

SURVEY SERVICES

- Carnahan, Proctor and Cross, Inc.
- DRMP, Inc.
- ETM Surveying & Mapping, Inc.
- L&S Diversified, LLC
- Upham, Inc.
- WSP USA Environment & Infrastructure Inc.

TRANSPORTATION PLANNING & ENGINEERING

- Burgess & Niple, Inc.
- England-Thims & Miller, Inc.
- Ghyabi Consulting & Management, LLC
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Lassiter Transportation Group, Inc. d/b/a LTG, Inc.

WATER & REUSE DISTRIBUTION / WASTEWATER COLLECTION

- Barnes Ferland & Associates, Inc.
- Burgess & Niple, Inc.
- Freese & Nichols, Inc.
- Jones Edmunds & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- McKim & Creed, Inc.
- Mead & Hunt, Inc.
- Wright-Pierce, Inc.
- Zev Cohen & Associates, Inc.

WATER SUPPLY & TREATMENT / WASTEWATER TREATMENT

- Barnes Ferland & Associates, Inc.
- Freese & Nichols, Inc.
- Jones Edmunds & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- McKim & Creed, Inc.
- Mead & Hunt, Inc.
- Parker Mynchenberg & Associates
- Wright-Pierce, Inc.
- WSP USA Environment & Infrastructure Inc.

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-83
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Plantation Oaks, Phase 2C, Utility Easement Acceptance		
Summary:	This is a request to accept an access, maintenance and utility easement within phase 2C of the Plantation Oaks Planned Residential Development. Phase 2C, consisting of 121 lots, is within the manufactured home community section of the planned development. This phase will not be platted and will remain as one master tract of land. The proposed easement would allow City staff to maintain the water and sewer improvements within the phase. All other improvements are privately owned and maintained. Similar easements have occurred with phases 2A and 2B of Plantation Oaks.		
Financial Impact:	There is no financial impact as the result of the acceptance of the access, maintenance and utility easement. The project is required to install all project utilities and pay utility-related inspection fees, and each residential unit shall be assessed impact fees.		
Citizen Impact:	The request is for the acceptance of the access, maintenance and utility easement to provide water and sewer to the Plantation Oak subdivision. It is not anticipated that the request would impact any residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission APPROVE to accept an access, maintenance and utility easement within phase 2C of the Plantation Oaks Planned Residential Development.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 24-83 PO, Unit 2C, utility easement (P24-0075G) 2. Plantation Oaks, Unit 2C, utility easement		

	3. Exhibit A, Phase 2 P.O. 4. Exhibit B, Phase 2C Sketch and Legal
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-83

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2C, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; 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 hereby approves and accepts that Public Access, Maintenance and Utility Easement ("Easement") from Plantation Oaks of Ormond Beach II, LLC, a Florida limited liability company, the property owner, on property located within the Plantation Oaks of Ormond Beach Development Phase 2C (a/k/a Unit 2C), a part of the "National Gardens Trust" Development of Regional Impact ("DRI"), Ormond Beach, Volusia County, Florida, a copy of the Easement is attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Easement, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 21st day of May, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Plantation Oaks, Phase 2C (a/k/a Unit 2C)

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made this ____ day of _____, 2024, by and between **PLANTATION OAKS OF ORMOND BEACH II, LLC**, a Florida limited liability company, having a mailing address of 2412 Chretien Drive, Ormond Beach, Florida 32174 ("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property located within Phase 2 of the Plantation Oaks of Ormond Beach Development identified as "Phase 2C" (a/k/a "Unit 2C"), a part of the "National Gardens Trust" Development of Regional Impact ("DRI"), Ormond Beach, Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor owns the Property where certain public utility improvements are being constructed and a public utility easement over the water and sewer lines is required; and

WHEREAS, Grantor seeks to provide the Grantee public utility easements per the approved site plans; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, the Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein (the "Easement Area"),

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby give, grant, bargain, sell and convey to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2024

"GRANTOR"

Signed, sealed and delivered in the presence of:

PLANTATION OAKS OF ORMOND BEACH II, LLC,
a Florida limited liability company

Witness #1:
Signature: _____

Print Name: _____

By:_____

Witness #2

Name:_____

Signature: _____

Its:_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by _____ as _____ of PLANTATION OAKS OF ORMOND BEACH II, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

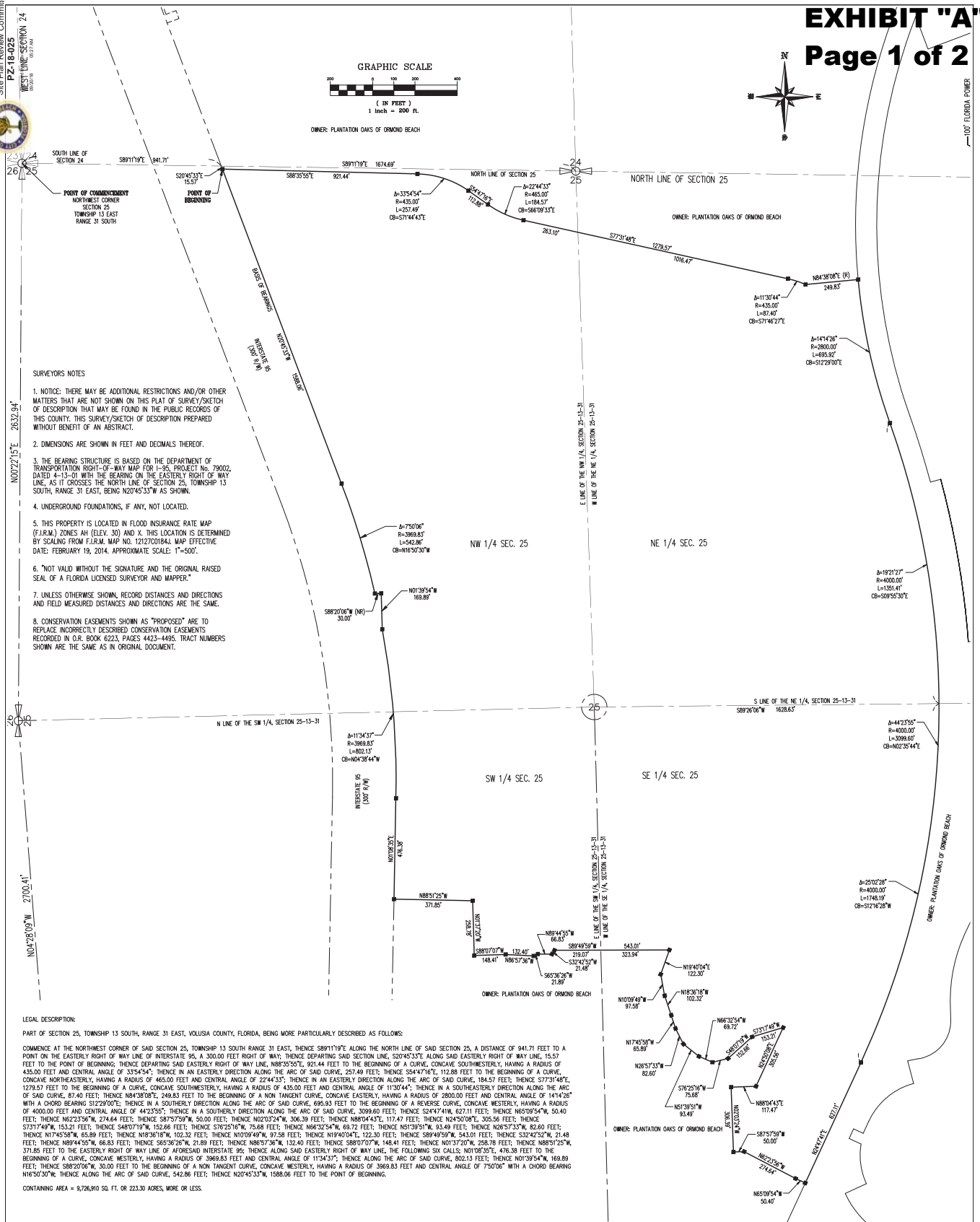
[Seal]

_____
Notary Public
Print Name: _____

My Commission No.: _____

My Commission expires: _____

APPROVED
Site Plan Review Committee
PZ-18-025
WEST LINE SECTION 24
10/30/18 10:57 AM



LEGAL DESCRIPTION:

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°11'19"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 941.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300.00 FEET RIGHT OF WAY; THENCE DEPARTING SAID SECTION LINE, S20°45'33"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N88°35'55"E, 921.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 33°54'54"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 257.49 FEET; THENCE S54°47'16"E, 112.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND CENTRAL ANGLE OF 22°44'33"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 184.57 FEET; THENCE S77°31'48"E, 1279.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 11°30'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 87.40 FEET; THENCE N84°38'08"E, 249.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2800.00 FEET AND CENTRAL ANGLE OF 14°14'26" WITH A CHORD BEARING S12°29'00"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 695.93 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4000.00 FEET AND CENTRAL ANGLE OF 44°23'55"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 3099.60 FEET; THENCE S24°47'41"W, 827.11 FEET; THENCE N65°09'54"W, 50.40 FEET; THENCE N62°23'56"W, 274.64 FEET; THENCE S87°57'59"W, 50.00 FEET; THENCE N02°03'24"W, 306.39 FEET; THENCE N88°04'43"E, 117.47 FEET; THENCE N24°50'08"E, 305.56 FEET; THENCE S73°17'49"W, 153.21 FEET; THENCE S48°07'19"W, 152.66 FEET; THENCE S76°25'16"W, 75.68 FEET; THENCE N66°32'54"W, 69.72 FEET; THENCE N51°39'51"W, 93.49 FEET; THENCE N26°57'33"W, 82.60 FEET; THENCE N17°45'58"W, 65.89 FEET; THENCE N18°36'18"W, 102.32 FEET; THENCE N10°09'49"W, 97.58 FEET; THENCE N19°40'04"E, 122.30 FEET; THENCE S89°49'59"W, 543.01 FEET; THENCE S32°42'52"W, 21.48 FEET; THENCE N89°44'55"W, 66.83 FEET; THENCE S65°36'26"W, 21.89 FEET; THENCE N86°57'36"W, 132.40 FEET; THENCE S88°07'07"W, 148.41 FEET; THENCE N01°37'20"W, 258.78 FEET; THENCE N88°51'25"W, 371.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX CALLS; N01°08'35"E, 476.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 11°34'37"; THENCE ALONG THE ARC OF SAID CURVE, 802.13 FEET; THENCE N01°39'54"W, 169.89 FEET; THENCE S88°20'06"W, 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 7°50'06" WITH A CHORD BEARING N16°50'30"W; THENCE ALONG THE ARC OF SAID CURVE, 542.86 FEET; THENCE N20°45'33"W, 1588.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AREA = 9,726,910 SQ. FT. OR 223.30 ACRES, MORE OR LESS.

LEGEND

ELECTRIC SERVICE		TRAFFIC SIGNAL BOX	
MAIL BOX		CLEAN OUT	
SIGN		CONCRETE MONUMENT	
TREE		PERMANENT REFERENCE MONUMENT	
FIRE HYDRANT		PERMANENT CONTROL POINT	
WATER METER		RADIAL LINE	
GUY ANCHOR		NON-RADIAL LINE	
UTILITY POLE		WATER VALVE	
IRON ROD WITH CAP		EXISTING ELEVATION	
IRON PIPE		CABLE TELEVISION BOX	
TELEPHONE BOX			

PROPOSED
PLANTATION OAKS – UNIT 2
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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THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	PLANTATION OAKS OF ORMOND BEACH	6-07-2016	16-0212
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	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	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	OPP	CONCRETE POWER POLE			(NR)	NON RADIAL	— • —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE		CENTERLINE	(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE	℄				(DESC)	DESCRIPTION	MH	MANHOLE

FOR: PLANTATION OAKS OF ORMOND BEACH

SCALE: 1"=200' FIELD BOOK: PAGE(S): SHEET 1 OF 1

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	–	–	–	–	–
BOUNDARY SURVEY :	6/07/2016	16-0212	XX	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION SURVEY :	–	–	–	–	–
FINAL SURVEY :	–	–	–	–	–
RECERTIFICATION SURVEY :	–	–	–	–	–

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

LEGAL DESCRIPTION, PHASE 2 PLANTATION OAKS

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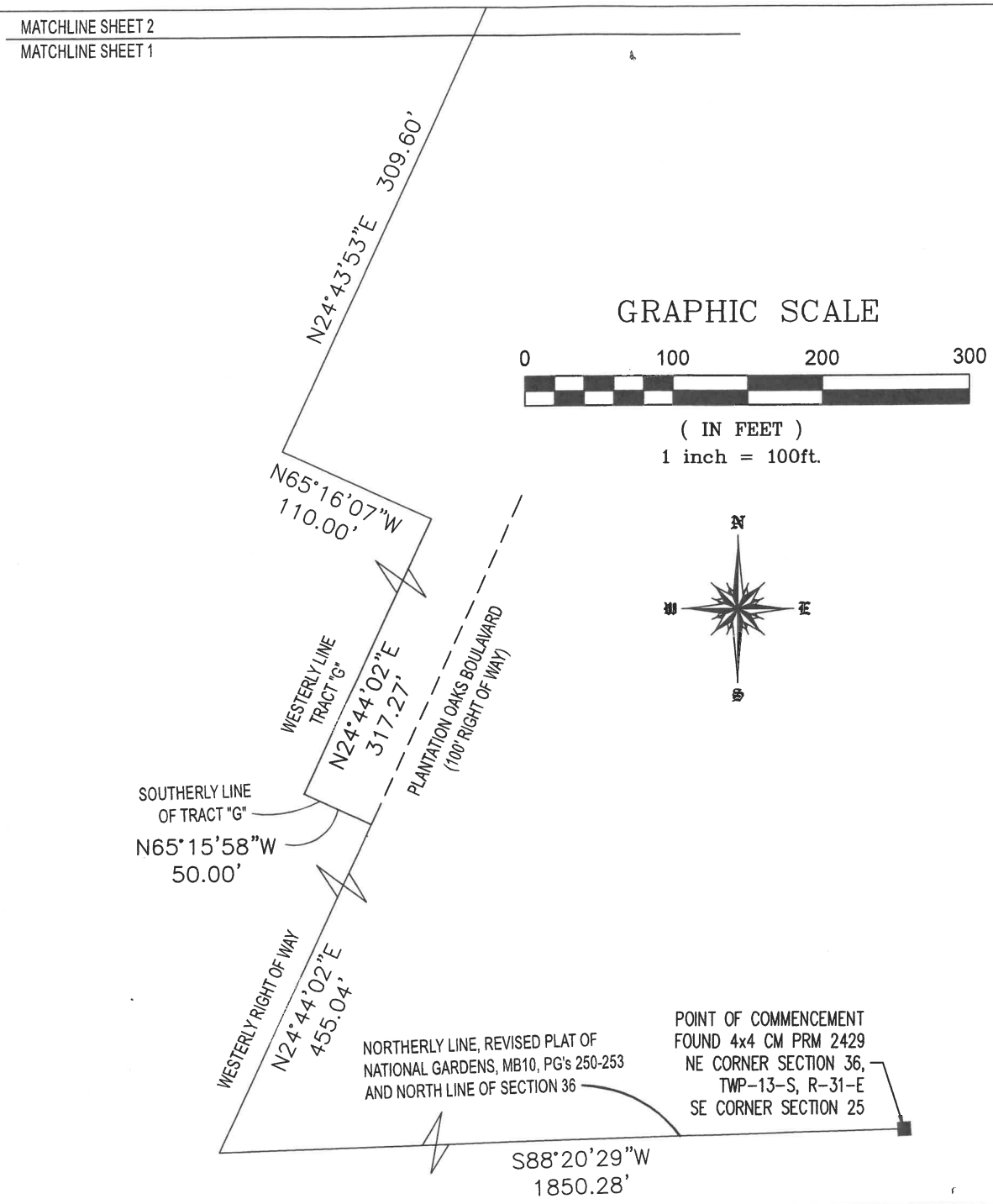
SKETCH OF DESCRIPTION



PROJECT: UNIT 2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 01-31-2024

LEGEND / ABBREVIATIONS	
○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

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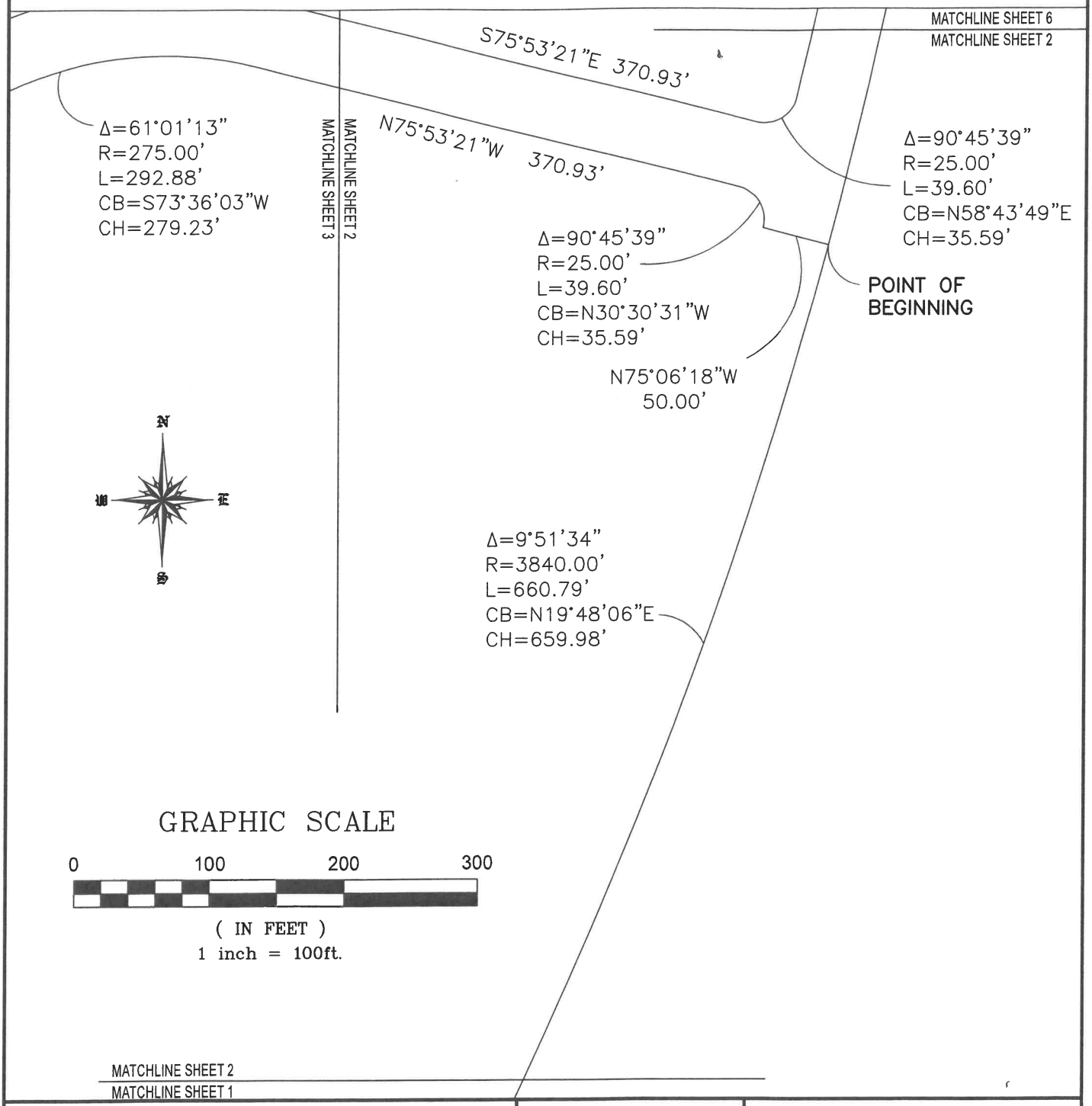
JOB NO. 23-0621 | SHEET 1 OF 10

SKETCH OF DESCRIPTION



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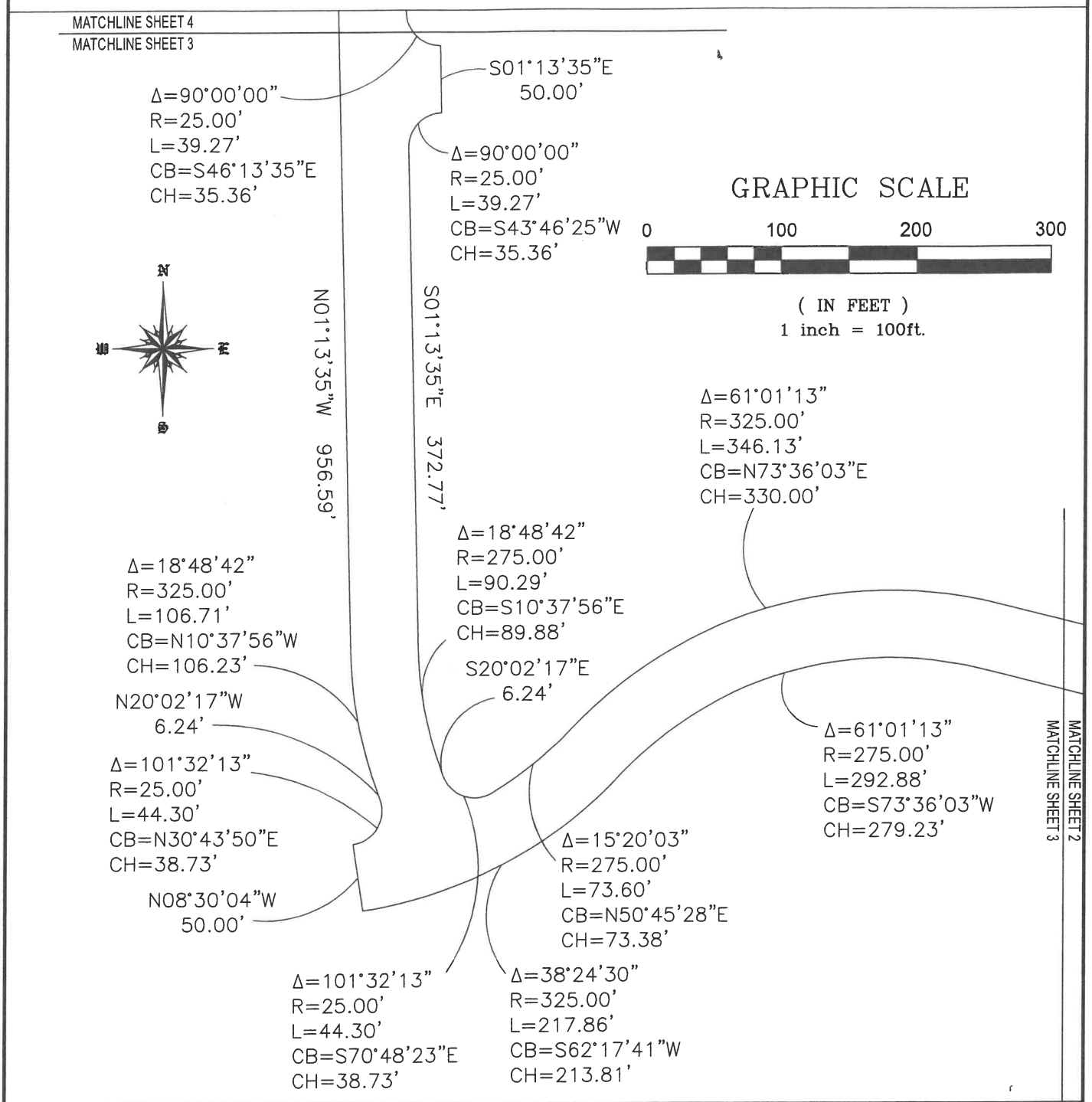
JOB NO. 23-0621 | SHEET 2 OF 10

SKETCH OF DESCRIPTION



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CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 01-31-2024

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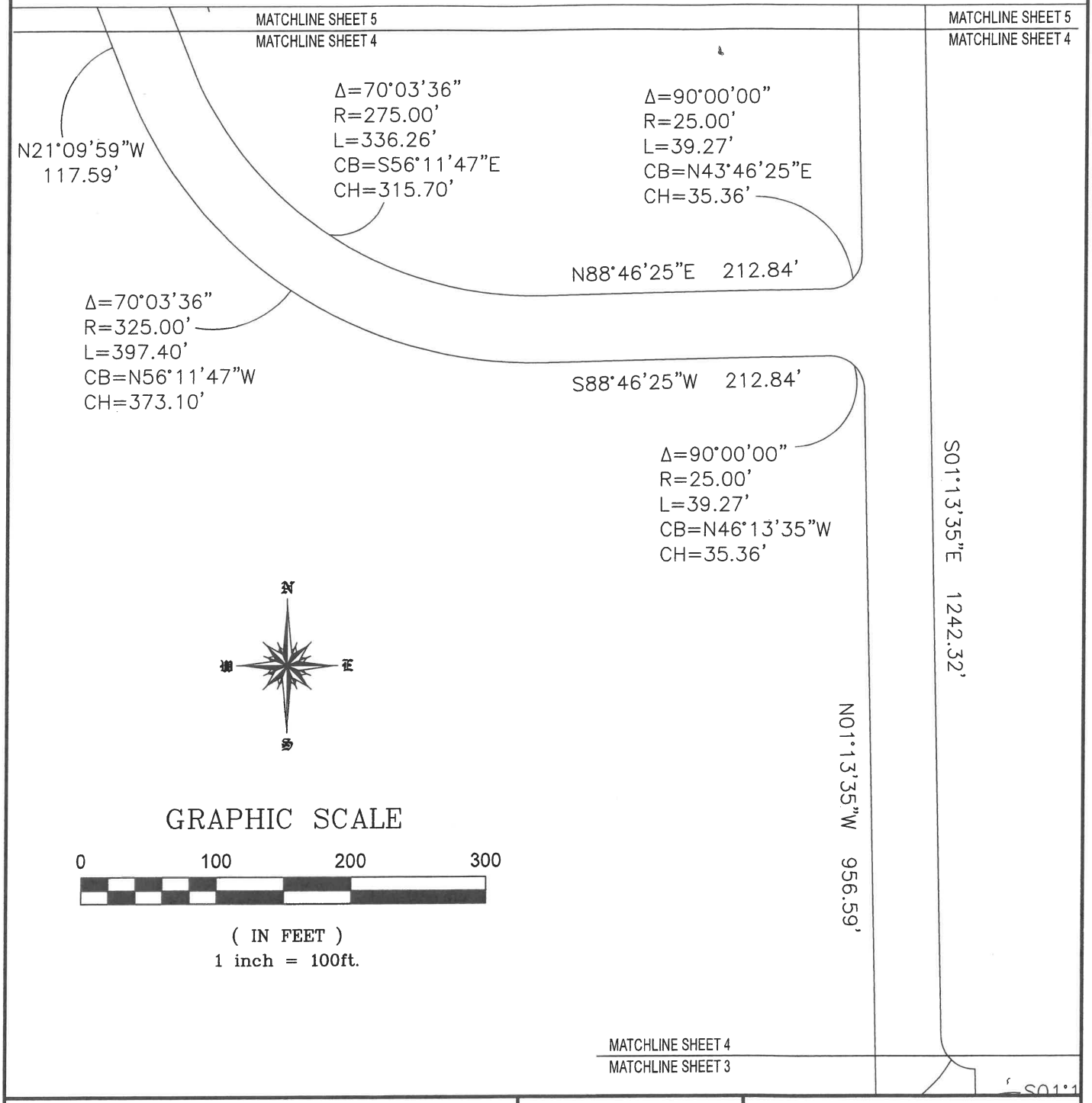
JOB NO. 23-0621 | SHEET 3 OF10

SKETCH OF DESCRIPTION



PROJECT: UNIT 2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
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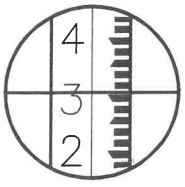
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

JOB NO. 23-0621 | SHEET 4 OF 10

SKETCH OF DESCRIPTION

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.



N88°46'25"E
50.00'

S01°13'35"E 1242.32'

N01°13'35"W 658.49'

N83°49'51"E
50.00'

N06°10'09"W
67.16'

S06°10'09"E
67.16'

Δ=14°59'50"
R=275.00'
L=71.98'
CB=S13°40'04"E
CH=71.78'

Δ=14°59'50"
R=325.00'
L=85.07'
CB=N13°40'04"W
CH=84.83'

S21°09'59"E
117.59'

MATCHLINE SHEET 5

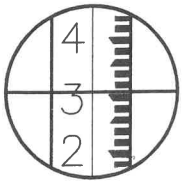
MATCHLINE SHEET 4

PROJECT: UNIT 2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 01-31-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



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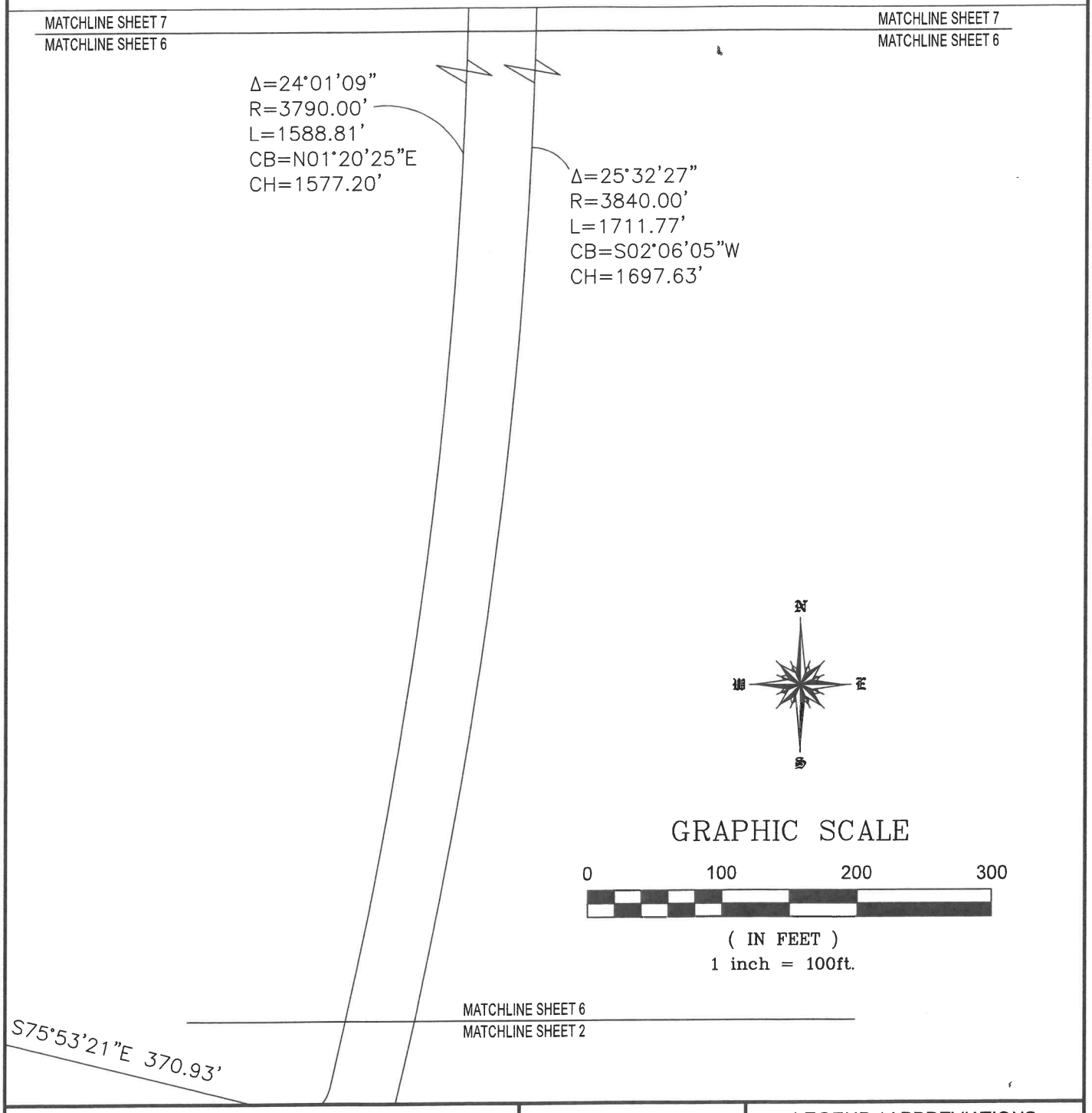
JOB NO. 23-0621 | SHEET 5 OF 10

SKETCH OF DESCRIPTION



PROJECT: UNIT 2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 01-31-2024

LEGEND / ABBREVIATIONS

Δ	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
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PRC	POINT OF REVERSE CURVE

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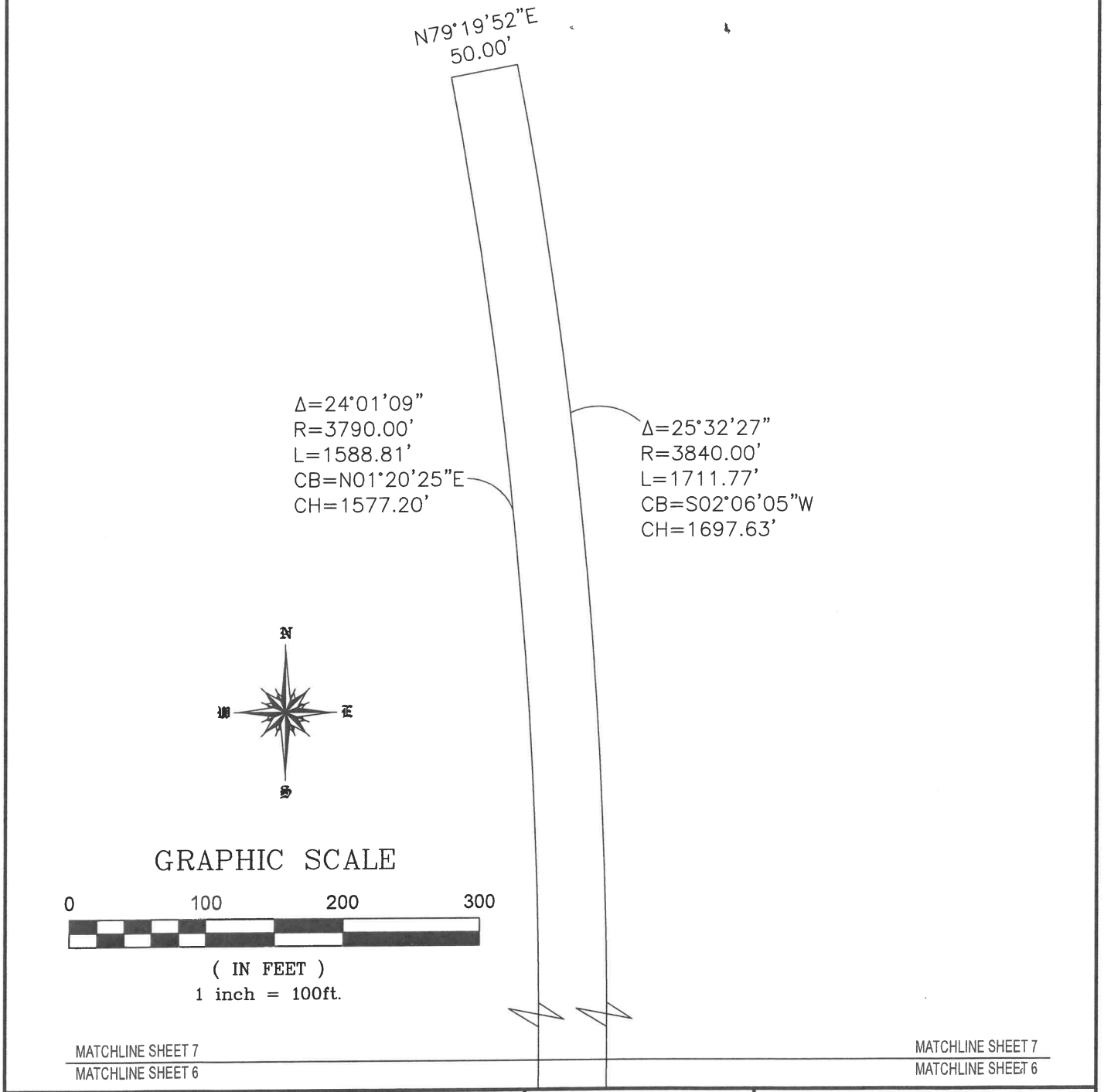
JOB NO. 23-0621 | SHEET 6 OF 10

SKETCH OF DESCRIPTION



PROJECT: UNIT 2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 01-31-2024

LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
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JOB NO. 23-0621 | SHEET 7 OF 10

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION UNIT 2C 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING WESTERLY OF PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154; THENCE N24°44'02"E, A ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 455.04 FEET TO THE SOUTHERLY LINE OF TRACT "G" OF SAID PLAT OF PLANTATION OAKS OF ORMOND BEACH; THENCE ALONG SAID SOUTHERLY LINE N65°15'58"W, 50.00 FEET TO THE WESTERLY LINE OF SAID TRACT "G"; THENCE N24°44'02"E ALONG SAID WESTERLY LINE OF TRACT "G", 317.27 FEET; THENCE DEPARTING SAID WESTERLY LINE OF TRACT "G"; THENCE N65°16'07"W, A DISTANCE OF 110.00 FEET; THENCE N24°43'53"E, A DISTANCE OF 309.60 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3840.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°51'34", HAVING AN ARC LENGTH OF 660.79 FEET TO THE **POINT OF BEGINNING**; THENCE N75°06'18"W, A DISTANCE OF 50.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CORD BERING AND DISTANCE OF N30°30'31"W, 35.59 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°45'39", HAVING AN ARC LENGTH OF 39.58 FEET; THENCE N75°53'21"W, A DISTANCE OF 370.93 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 275.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 61°01'13", HAVING AN ARC LENGTH OF 292.88 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°24'30", HAVING AN ARC LENGTH OF 217.86 FEET; THENCE N08°30'04"W, A DISTANCE OF 50.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CORD BEARING AND DISTANCE OF N30°43'50"E, 38.73 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 101°32'13", HAVING AN ARC LENGTH OF 44.30 FEET; THENCE N20°02'17"W, A DISTANCE OF 6.24 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°48'42", HAVING AN ARC LENGTH OF 106.71 FEET; THENCE N01°13'35"W, A DISTANCE OF 956.59 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING AN ARC LENGTH OF 39.27 FEET; THENCE S88°46'25"W, A DISTANCE OF 212.84 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 325.00 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°03'36", HAVING AN ARC LENGTH OF 397.40 FEET; THENCE N21°09'59"W, A DISTANCE OF 117.59 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°59'50", HAVING AN ARC LENGTH OF 85.07 FEET; THENCE N06°10'09"W, A DISTANCE OF 67.16 FEET; THENCE N83°49'51"E, A DISTANCE OF 50.00 FEET; THENCE S06°10'09"E, A DISTANCE OF 67.16 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°59'50", HAVING AN ARC LENGTH OF 71.98 FEET; THENCE S21°09'59"E, A DISTANCE OF 117.59 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 70°03'36", HAVING AN ARC LENGTH OF 336.26 FEET; THENCE N88°46'25"E, A DISTANCE OF 212.84 FEET;

PROJECT: UNIT_2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 01-31-2024	JOB NO. 23-0621	SHEET 8 OF 10

SKETCH OF DESCRIPTION

TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING AN ARC LENGTH OF 39.27 FEET; THENCE N01°13'35"W, A DISTANCE OF 658.49 FEET; THENCE N88°46'25"E, A DISTANCE OF 50.00 FEET; THENCE S01°13'35"E, A DISTANCE OF 1242.32 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING AN ARC LENGTH OF 39.27 FEET; THENCE S01°13'35"E, A DISTANCE OF 50.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CORD BEARING AND DISTANCE OF S43°46'25"W, 35.36 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING AN ARC LENGTH OF 39.27 FEET; THENCE S01°13'35"E, A DISTANCE OF 372.77 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°48'42", HAVING AN ARC LENGTH OF 90.29 FEET; THENCE S20°02'17"E, A DISTANCE OF 6.24 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 101°32'13", HAVING AN ARC LENGTH OF 44.30 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°20'03", HAVING AN ARC LENGTH OF 73.60 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 325.00 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 61°01'13", HAVING AN ARC LENGTH OF 346.13 FEET; THENCE S75°53'21"E, A DISTANCE OF 370.93 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°45'39", HAVING AN ARC LENGTH OF 39.60 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3790.00 FEET; THENCE TURN TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°01'09", HAVING AN ARC LENGTH OF 1588.81 FEET; THENCE N79°19'52"E, A DISTANCE OF 50.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3840.00 FEET, A CORD BEARING AND DISTANCE OF S02°06'05"W, 1697.63 FEET; THENCE TURN TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°32'27", HAVING AN ARC LENGTH OF 1711.77 FEET TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 269195 SQUARE FEET, 6.180 ACRES.

PROJECT: UNIT_2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 01-31-2024	JOB NO. 23-0621	SHEET 9 OF 10

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.

3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0564 FOR BRADFORD LAKES LLC.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 10.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

PLANTATION OAKS OF ORMOND BEACH II, LLC

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES

Digitally signed by JEFFREY W BARNES
Date: 2024.03.26 08:01:24 -04'00'

JEFF W. BARNES P.S.M. NO. 5576

PROJECT: UNIT-2C, 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 01-31-2024	JOB NO. 23-0621	SHEET 10 OF 10

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	FEC Railroad Crossing Maintenance		
Summary:	The Florida East Coast Railway (FEC) owns the right-of-way throughout the City on which it operates its tracks and facilities. Per the License Agreements in effect for the Hand Avenue and Wilmette Avenue grade crossings, the City is responsible for installation, construction, maintenance, and replacement of all facilities at the crossing sites. The FEC periodically performs field inspections of all grade crossings on their lines to determine when crossings have declined to the point of requiring maintenance. In July 2023, the FEC notified the City of its intent to perform grade crossing maintenance on the Hand Avenue and Wilmette Avenue crossings in 2024. On April 3, the City received Formal Notice of Intent to Work for both crossings, with work scheduled to commence May 16. Hand Avenue construction is estimated at $183,734.66, and Wilmette Avenue at $182,540.12. The FEC will invoice the City on an actual cost basis upon completion of construction.		
Financial Impact:	$100,000 was included in the 2023/2024 CIP in the Transportation Fund-308. Additional funding from the Transportation Fund can be made available for these crossings.		
Citizen Impact:	Maintaining the railroad grade crossings is in the best interest of the health, safety and welfare of the citizens of Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	This is notification of the FEC required grade crossing maintenance expense to be incurred by the City.		

Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. Hand Ave Notices - Intent & Intent to Work 2. Wilmette Ave Notices - Intent & Intent to Work
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

July 1, 2023

CITY OF ORMOND BEACH: GRADE CROSSING MATTERS
2024 GRADE CROSSING MAINTENANCE PROGRAM
NOTICE OF INTENT

Mr. Shawn Finley
Director of Public Works
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

Dear Mr. Finley:

The Railway has completed our field inspection of all grade crossings on our line and compiled a list of crossings for our 2024 Grade Crossing Maintenance Program.

Listed below are crossings that fall within your jurisdictional responsibility and are scheduled to be re-worked in the upcoming year beginning January 1, 2024. With each crossing you will find an estimated cost for the City's use in budgeting for the crossing maintenance. It should be noted this is an estimate only and reflects the present cost of material and labor, all charges will be billed on an actual cost basis.

Wilmette Avenue	MP 103.49	Existing Agreement 05/22/1995	$182,540.12
Hand Avenue	MP 105.04	Existing Agreement 06/12/2012	$183,734.66
		Total	**$366,274.78**

***PLEASE NOTE** – The above listed crossing(s) are designated at this time for Grade Crossing Maintenance Program Rehabilitation in 2024. This list is provided for your budgetary purposes. The Railway will continue to monitor and review these locations for safety and reliability, and may choose to delay, modify and/or eliminate certain location(s) on this list for the maintenance year 2024. You will be notified of any changes determined by the Railway of the crossings listed above.*

Should you have any questions or comments concerning this matter I can be reached at (904) 279-3196.

Sincerely,

Daniel Fetahovic
Public Projects Engineer

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

April 3, 2024

CITY OF ORMOND BEACH:

GRADE CROSSING MAINTENANCE
HAND AVENUE - MP 105+219'–FDOT# 271923U
NOTICE OF INTENT TO WORK

Mr. Shawn Finley
Public Works Director
City of Ormond Beach
22 S. Beach Street
Suite 104
Ormond Beach, Florida 32175

Dear Mr. Finley:

This is in reference to the FEC notification letter dated July 1, 2023, listing the crossings scheduled for maintenance in the year 2024. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 16, 2024.**

In accordance with the terms of the agreement dated June 12, 2012, the cost of the crossing maintenance is the responsibility of the CITY. The costs to the CITY are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the CITY is responsible shall be billed on an actual cost basis. Additionally, the CITY will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

I have included the enclosed estimate for your reference and review. Upon completion, FEC will invoice the actual cost for this work. If there is a specific account or tracking number you wish to be included or noted with this invoicing, please provide that information at your earliest opportunity prior to this invoicing. In the interim, our Contractor, Gulfstream Engineering, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at (904) 279-3196.

Sincerely,

Daniel Fetahovic
Public Projects Engineer

Enclosure

cc: Mr. Bill Young
Mr. Ben Ortegon

FLORIDA EAST COAST RAILWAY		DATE:	June 15, 2023
REHABILITATE EXISTING TYPE OMNI GRADE CROSSING		DISTRICT:	North
HAND AVENUE, ORMOND BEACH		RESPONSIBLE PARTY:	City of Ormond Beach
MILEPOST 105.04		AGREEMENT DATE:	June 12, 2012
FDOT# 271923U		CROSSING LENGTH:	41
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE		NUMBER OF TRACKS:	1
COST PER/FT.	$4,481.33	LENGTH OF TRACK PANEL:	141

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	7,350.00	$7,350.00
Maintenance of Traffic	1	LS	21,000.00	21,000.00
Police Protection	3	Days	2,592.00	7,776.00
Construct New Track Panel	141	TF	44.80	6,316.80
Sawcut & Remove Asphalt	47	TF	37.80	1,776.60
Remove Concrete Panels & Old Track Panel, Install New Track Pan	141	TF	93.80	13,225.80
Install Concrete Crossing Panels	41	TF	63.00	2,583.00
Perform Thermite Welds	8	Each	630.00	5,040.00
Asphalt in Place	50	Tons	210.00	10,500.00
Install Transition Rails	4	Each	630.00	2,520.00
Milling	1	LS	1,400.00	1,400.00
Striping	1	LS	1,400.00	1,400.00
Site Cleanup & Disposal	1	LS	2,100.00	2,100.00
Miscellaneous & Contingencies	1	LS	3,904.41	3,904.41
		TOTAL CONTRACT SERVICES		**$86,892.61**

RAILWAY SERVICES:

Material $55,093.92
Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M

Equipment $20,677.87
Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment

Labor $11,357.34
Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads

Lodging $1,000.00

Miscellaneous & Contingencies $8,712.91

TOTAL RAILWAY SERVICES..... $96,842.05

TOTAL PROJECT COST..... $183,734.66

TOTAL COST TO BE BORNE BY CITY $183,734.66

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

July 1, 2023

CITY OF ORMOND BEACH: **GRADE CROSSING MATTERS**
2024 GRADE CROSSING MAINTENANCE PROGRAM
NOTICE OF INTENT

Mr. Shawn Finley
Director of Public Works
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

Dear Mr. Finley:

The Railway has completed our field inspection of all grade crossings on our line and compiled a list of crossings for our 2024 Grade Crossing Maintenance Program.

Listed below are crossings that fall within your jurisdictional responsibility and are scheduled to be re-worked in the upcoming year beginning January 1, 2024. With each crossing you will find an estimated cost for the City's use in budgeting for the crossing maintenance. It should be noted this is an estimate only and reflects the present cost of material and labor, all charges will be billed on an actual cost basis.

Wilmette Avenue	MP 103.49	Existing Agreement 05/22/1995	$182,540.12
Hand Avenue	MP 105.04	Existing Agreement 06/12/2012	$183,734.66
		Total	**$366,274.78**

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Should you have any questions or comments concerning this matter I can be reached at (904) 279-3196.

Sincerely,

Daniel Fetahovic
Public Projects Engineer

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

April 3, 2024

CITY OF ORMOND BEACH:

GRADE CROSSING MAINTENANCE
WILMETTE AVENUE - MP 103+2590'–FDOT# 273055R
NOTICE OF INTENT TO WORK

Mr. Shawn Finley
Public Works Director
City of Ormond Beach
22 S. Beach Street
Suite 104
Ormond Beach, Florida 32175

Dear Mr. Finley:

This is in reference to the FEC notification letter dated July 1, 2023, listing the crossings scheduled for maintenance in the year 2024. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **May 14, 2024.**

In accordance with the terms of the agreement dated May 22, 1995, the cost of the crossing maintenance is the responsibility of the CITY. The costs to the CITY are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the CITY is responsible shall be billed on an actual cost basis. Additionally, the CITY will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

I have included the enclosed estimate for your reference and review. Upon completion, FEC will invoice the actual cost for this work. If there is a specific account or tracking number you wish to be included or noted with this invoicing, please provide that information at your earliest opportunity prior to this invoicing. In the interim, our Contractor, Gulfstream Engineering, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at (904) 279-3196.

Sincerely,

Daniel Fetahovic
Public Projects Engineer

Enclosure

cc: Mr. Bill Young
Mr. Ben Ortegon

FLORIDA EAST COAST RAILWAY		DATE:	June 15, 2023
REHABILITATE EXISTING TYPE T-MODIFIED GRADE CROSSING		DISTRICT:	North
WILMETTE AVENUE, ORMOND BEACH		RESPONSIBLE PARTY:	City of Ormond Beach
MILEPOST 103.49		AGREEMENT DATE:	May 22, 1995
FDOT# 273055R		CROSSING LENGTH:	40
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE		NUMBER OF TRACKS:	1
COST PER/FT.	$4,563.50	LENGTH OF TRACK PANEL:	140

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	7,350.00	$7,350.00
Maintenance of Traffic	1	LS	21,000.00	21,000.00
Police Protection	3	Days	2,592.00	7,776.00
Construct New Track Panel	140	TF	44.80	6,272.00
Sawcut & Remove Asphalt	46	TF	37.80	1,738.80
Remove Concrete Panels & Old Track Panel, Install New Track Pan	140	TF	93.80	13,132.00
Install Concrete Crossing Panels	40	TF	63.00	2,520.00
Perform Thermite Welds	8	Each	630.00	5,040.00
Asphalt in Place	48	Tons	210.00	10,080.00
Install Transition Rails	4	Each	630.00	2,520.00
Milling	1	LS	1,400.00	1,400.00
Striping	1	LS	1,400.00	1,400.00
Site Cleanup & Disposal	1	LS	2,100.00	2,100.00
Miscellaneous & Contingencies	1	LS	3,871.44	3,871.44
		TOTAL CONTRACT SERVICES		**$86,200.24**

RAILWAY SERVICES:

Material $54,637.40
Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M

Equipment $20,677.87
Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment

Labor $11,357.34
Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads

Lodging $1,000.00

Miscellaneous & Contingencies $8,667.26

TOTAL RAILWAY SERVICES..... $96,339.88

TOTAL PROJECT COST..... $182,540.12

TOTAL COST TO BE BORNE BY CITY $182,540.12

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

City of Ormond Beach
AGENDA ITEM

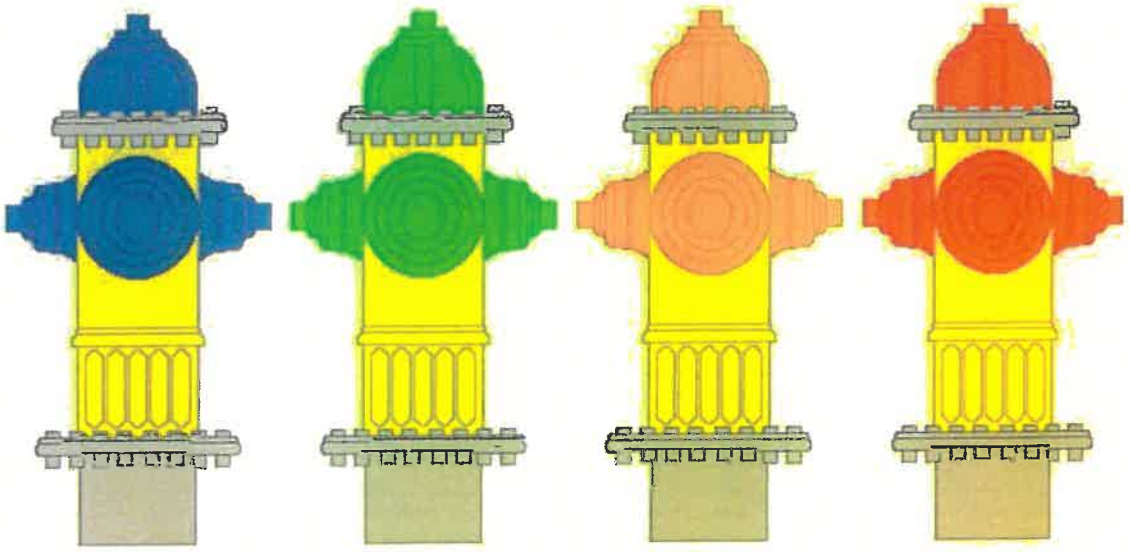
May 21, 2024 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Intent to Bid - 2024 Hydrant Maintenance and Repair		
Summary:	This item is seeking approval to obtain bids for fire hydrant maintenance and repair services. This project will support existing public safety infrastructure by ensuring proper function of the City's fire hydrants and valves, and maintaining compliance with industry standards, practices, and schedules. The scope of services sought shall include maintenance, testing, repair, painting, color-coding, and replacement of fire hydrants and valves within the City's service area.		
Financial Impact:	Funding in the amount of $175,000 for hydrant maintenance and repair project was included in the Fiscal Year 2023-2024 CIP budget of Fund 409-Water and Wastewater System Improvements.		
Citizen Impact:	The activities associated with this project are low impact and involve scheduled flow testing of fire hydrants, and routine maintenance and painting, with minimal potential for minor traffic delays when work is in progress.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for request for proposals/bids, unless otherwise directed.		
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270		
Attachments:	1. Hydrant Bid Appendix A_5-2-24 2. BID2024-19 Fire Hydrant Maintenance and Repair- Final 5-3-24		
Approval:	Kelly McGuire, Finance Director 5/3/2024		

	Claire Whitley, Assistant City Manager	5/6/2024
	Joyce Shanahan, City Manager	5/9/2024

Fire Hydrant Color Code



Fire flow color code

Blue for hydrants with a fire flow of 1500gpm or greater (+).
Green for hydrants with a fire flow between 1000 to 1499gpm's.
Orange for hydrants with a fire flow between 999 to 500gpm's.
Red for hydrants with a fire flow between 499 to 1gpm.

Bonnet and Caps to be painted the appropriate fire flow color with the barrel painted yellow as shown above.

Approved colors are manufactured by Rustoleum. Product numbers as follows;

Safety Blue #1005512
Safety Orange #1021185
Safety Red #1020972
Safety Green #1021189
Safety Yellow #1021183

Substitutes are allowable upon written approval prior to usage.

ANSI safety equivalent paint; Blue #PMS285C, Orange #PMS151C, Red #PMS186C, Green #PMS335C, Yellow #PMS109C.

Exhibit A

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Fire Hydrant Maintenance and Repair**

BID NUMBER: **2024-19**

BID OPENING DATE & TIME: **June 26, 2024 at 2:00 pm**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. or S.S. NUMBER: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 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 BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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

City of Ormond Beach

Fire Hydrant Maintenance and Repair
Bid No. 2024-19

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall, First Floor, Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. Deadline June 17, 2024

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

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

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

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this agreement shall be for a period of one (1) year for the complete evaluation and repair/maintenance of all approximately 2,500 fire hydrants. Additionally, proposals will be accepted for on-going refreshing and refurbishment as needed phased over years 3, 4 and 5 of the agreement, approximately 833 each year.

SCOPE OF WORK:

GENERAL

Services shall include maintenance, testing, repair and replacement of fire hydrants and valves within the City of Ormond Beach service area.

The Vendor will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Technical Specifications section 1.1. The Vendor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Technical Specifications.

Vendor shall not subcontract the services or any part of the services without prior written approval from the City of Ormond Beach. The City of Ormond Beach reserves the right to reject any/all subcontractor(s) at the sole discretion of the city.

The Vendor shall follow the minimum requirements set forth in these specifications. All work shall comply with all applicable provisions and standards of the following recognized entities:

1. City of Ormond Beach Minimum Design Standards.
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual (latest edition).
3. FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (latest edition).
4. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17) and Distribution System Valves (M-44) (most applicable and latest edition).
5. Occupational Safety and Health Association (OSHA) as applicable to associated work.
6. US Environmental Protection Agency (EPA) as applicable to associated work.
7. US Food and Drug Administration (FDA) as applicable to associated work.
8. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work.
9. Applicable NFPA Codes 25 & 24.

CITY OF ORMOND BEACH RESPONSIBILITY

1. Order services on an as needed basis.

2. Provide shapefiles or a file geodatabase of the utilities, as needed.
3. Designate a City of Ormond Beach contact, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The City of Ormond Beach representative shall serve as liaison between the City of Ormond Beach Purchasing Department and the Vendor.
4. Have the authority to suspend the work for the following reasons:

   (a) default of the Vendor;
   (b) unfavorable weather conditions;
   (c) mechanical failure of equipment being used in the execution, both of the work under the contract and the work being done by City of Ormond Beach staff forces adjunctive thereto;
   (d) or any other conditions which, in the judgement of the City of Ormond Beach representative, makes it impractical to perform work as defined in this document.

VENDOR'S RESPONSIBILITY

Vendor shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years of continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while Vendor's crew work within City of Ormond Beach distribution system.
2. 2. Notify the assigned City of Ormond Beach contact each day, prior to beginning work within the City of Ormond Beach system. Vendor's personnel shall be qualified to complete requested work and display on their person a company identification badge that is clearly visible at the chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.
3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Vendor to maintain all equipment so as to avoid any leaking fuel, oil and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Vendor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have Vendor's name and logo adequately displayed.

4. Create a service or job order ticket that shall have, at minimum, the following information:

   (a) Company name and contact information
   (b) Company job or work order number
   (c) City of Ormond Beach contact name and phone number
   (d) Date/time of beginning and ending of work
   (e) Number of technicians
   (f) Work location and description of work to be performed
   (g) Detailed description of solution and/or work completed.

5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.
6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. If additional time is needed, a request shall be made and approved by City of Ormond Beach contact before the occurrence.
7. Visually search for the fire hydrant, utilizing the maps provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to City of Ormond Beach to be located.
8. Return all replaced items (hydrants/valves) to City of Ormond Beach after completion of replacement projects, to be disposed of or recycled, as City of Ormond Beach deems necessary.

TECHNICAL SPECIFICATIONS

A. Hydrant Maintenance/Testing

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate NFPA color (See Appendix-A). Paint the barrel Safety Yellow (Rustoleum) or approved ANSI equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness. Note-over spray precautions shall be taken.
15. Hydrant ID tag, they will be replaced by GIS. If tag is missing contact GIS at 386-676-3312.

16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.
17. Obtain and record GPS site coordinates of hydrant.
18. Document any operational deficiencies and/or miscellaneous findings.
19. Notification of all malfunctioning and/or out of service (OOS) hydrants or valves shall be immediately reported to City of Ormond Beach contact and the on-duty Battalion Chief. The Battalion to be contacted at 386-547-2977. OOS hydrants to be marked with a black bag covering the units.
20. Document all pertinent data into an electronic spreadsheet or database to include, but not limited to, the following:
    a. Hydrant address location
    b. Hydrant ID tag number
    c. Hydrant GPS site coordinates
    d. Date of flush service
    e. Hydrant brand
    f. Hydrant model number
    g. Hydrant year
    h. Hydrant size
    i. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate.
    j. Hydrant pressure after 15 minutes of flushing
    k. Total gallons flushed during service
    l. Degree of operating difficulty
    m. Deficiencies and/or repairs (required to immediately report to City of Ormond Beach Utilities Department, 386-676-3305)
21. All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to City of Ormond Beach in an electronic format compatible with City of Ormond Beach data system.
22. Nozzle caps to be painted in the same manner as the barrel. See Appendix-A for fire flow color code by NFPA.

B. Hydrant Repair

1. Upper Barrel Replacement (upper barrel and bonnet assemblies shall be considered in this contract as upper barrel assembly):
    a. Vendor shall replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assemble.
    b. Vendor shall replace damaged nozzles (hose or pumper).
    c. Vendor shall re-caulk nozzles as necessary.
    d. Vendor shall replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
    e. Vendor shall replace any missing or deteriorated nuts/bolts with stainless.
    f. Vendor shall rotate position of nozzle as required or per the City of Ormond Beach's request.
    g. Vendor shall replace broken traffic flanges and couplings where necessary.

2. Lower Barrel Replacement:
    a. Includes all upper barrel repair items.
    b. Vendor shall replace any/all necessary internal components.
    c. Vendor shall replace broken traffic flanges, flange gaskets and couplings where necessary.
    d. Vendor shall straighten hydrant if necessary.
    e. When lower barrel repair/replacement is completed, warranty shall be on the lower barrel and upper barrel assemblies.
    f. Middle nozzle to be no lower than 18” above grade and no higher than 36”.
    g. Middle nozzle to be facing roadway. Reposition as required.
3. Bonnet Repair:
    a. Vendor shall replace hold down nuts..
    b. Vendor shall replace operating nuts.
    c. Vendor shall replace oil reservoir.
    d. Vendor shall replace “O” ring pressure seals.
    e. Vendor shall replace anti-friction washers.
    f. Vendor shall replace damaged bonnet nuts and bolts as required.
    g. Vendor shall lubricate all disassembled bonnet components.

C. Hydrant Maintenance/Testing

Valve maintenance shall include the following procedures:

1. Locate and access each valve.
2. Operate valve from open to close and back to open position for tow *2 (complete cycles).
3. Paint valve box blue.
4. Mark curb with a “X” marking.
5. Obtain and record GPS coordinates of valve (if applicable).
6. Raise valve box to grade (if applicable).
7. Align valve box to vertical position (if applicable).
8. Clean debris and standing water from valve box (if applicable

Document all pertinent data including:

1. Location (If one is not found, document).
2. Type
3. Size of valve
4. Direction of rotation to open position
5. Number of turns to full open position
6. Degree of operation difficulty
7. Deficiencies (immediately reported to City of Ormond Beach contact)
8. Valve position (e.g. open, closed, unknown)(immediately report closed valves to City of Ormond Beach contact)

All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to the City of Ormond Beach in an electronic format compatible with City of Ormond Beach system.

D. Hydrant and/or Valve Replacement and Installation

Hydrant and valve replacement and/or new installation work described in the price schedule shall be “all inclusive”. The line item pricing of such work shall include all of but not limited to the following:

1. Pre work job site evaluation
2. Obtaining all utility and/or Right of Way (ROW) locates
3. Notification of effected customers (with the exception of partial water systems shut down)
4. Job site safety and MOT
5. Site excavation (typical <48” bury to bottom of pipe)
6. Furnish and install all necessary materials to successfully complete the job
7. Furnish and competently operate all necessary equipment to successfully complete the job
8. Furnish and manage all necessary competent labor to successfully complete the job
9. Excavation, backfill and compaction.
10. Removal of all remaining spoil, materials and waste

Any work that would require the shutdown of a water main must be coordinated with the city.

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements

The Vendor shall be responsible for obtaining all Utility Locates through and in accordance with “Sunshine State One Call of Florida (SSOCOF) Excavation Guide” (latest edition). The Vendor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Vendor shall promptly notify the City of Ormond Beach of any conflicts with existing utilities that occurs as a result of said work. The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management

The Vendor shall set up, manage and restore each job site in a responsible manner that includes, but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Vendor leave the job site unattended. The Vendor must request and gain approval from City of Ormond Beach for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safely mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by City of Ormond Beach in advance of the work. The Vendor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the Vendor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from the job site. It shall be the ultimate responsibility of the Vendor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the Vendor (reference Restoration and Contractor Pass Through section of this document).

Warranty
In order to insure fire hydrant and isolation valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the Vendor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Payment

1. After each service activity period (to be determined), the Vendor shall notify the City of Ormond Beach Fire Department at 364 S. Atlantic Ave., 32176 within (24) hours that the service cycle is complete for the Fire Department to inspect the work to ensure full compliance with all specifications.
2. If defects, errors or omissions in the Vendor's work is found by the City of Ormond Beach, the Vendor may be required to return and make corrections at no additional cost to the City of Ormond Beach.
3. Vendor shall complete a service invoice, providing a detailed description of the service. The invoice shall be for the unit cost, regardless of the service provided.
4. The City of Ormond Beach shall pay the vendor per unit bid price. The City shall make payment only after the vendor has submitted a correct invoice to the City of Ormond Beach Fire Department and the Department has inspected and accepted the work. The City may also withhold payment until the Vendor has repaired any damages caused by the Vendor.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract 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.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach

Fire Hydrant Maintenance and Repair
Bid No. 2024-19

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach

Fire Hydrant Maintenance and Repair
Bid No. 2024-19

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ EMAIL: _____

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

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

Fire Hydrant Maintenance and Repair
Bid No. 2024-19

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

First year				
Item	**Description**	**Annual Estimated Quantity**	**Unit**	**Unit Price**
1	**Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)**	**2,500**	**EA**	
2	**Hydrant Maintenance (without Scrape, Wire Brush and Paint)**	**2,500**	**EA**	
3	**Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop**	**2**	**EA**	
4	**Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.**	**2**	**EA**	
5	**Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**2**	**EA**	

6	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**2**	**EA**	
7	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**2**	**EA**	
8	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**2**	**EA**	
9	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**2**	**EA**	
10	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.**	**2**	**EA**	
11	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.**	**2**	**EA**	
12	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.**	**2**	**EA**	
13	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.**	**2**	**EA**	
14	**Hydrant upper barrel repair**	**6**	**EA**	
15	**Hydrant lower barrel repair**	**6**	**EA**	
16	**Bonnet repair**	**6**	**EA**	
option for year 3				

Item	Description	Annual Estimated Quantity	Unit	Unit Price
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	833	EA	
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	833	EA	
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	1	EA	
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	1	EA	
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	1	EA	
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	1	EA	
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	1	EA	

8	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
9	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
10	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.**	**1**	**EA**	
11	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.**	**1**	**EA**	
12	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.**	**1**	**EA**	
13	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.**	**1**	**EA**	
14	**Hydrant upper barrel repair**	**2**	**EA**	
15	**Hydrant lower barrel repair**	**2**	**EA**	
16	**Bonnet repair**	**2**	**EA**	
option for year 4				
Item	**Description**	**Annual Estimated Quantity**	**Unit**	**Unit Price**
1	**Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)**	**833**	**EA**	
2	**Hydrant Maintenance (without Scrape, Wire Brush and Paint)**	**833**	**EA**	

3	**Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop**	**1**	**EA**	
4	**Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.**	**1**	**EA**	
5	**Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
6	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
7	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
8	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
9	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	

10	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.**	**1**	**EA**	
11	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.**	**1**	**EA**	
12	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.**	**1**	**EA**	
13	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.**	**1**	**EA**	
14	**Hydrant upper barrel repair**	**1**	**EA**	
15	**Hydrant lower barrel repair**	**1**	**EA**	
16	**Bonnet repair**	**1**	**EA**	
Option for year 5				
1	**Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)**	**833**	**EA**	
2	**Hydrant Maintenance (without Scrape, Wire Brush and Paint)**	**833**	**EA**	
3	**Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop**	**1**	**EA**	
4	**Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.**	**1**	**EA**	
5	**Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee**	**1**	**EA**	

	(includes excavation, materials, backfill and compaction). Will require a shut down or line stop.			
6	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
7	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
8	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
9	**Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.**	**1**	**EA**	
10	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.**	**1**	**EA**	
11	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.**	**1**	**EA**	
12	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.**	**1**	**EA**	
13	**Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.**	**1**	**EA**	
14	**Hydrant upper barrel repair**	**2**	**EA**	
15	**Hydrant lower barrel repair**	**2**	**EA**	
16	**Bonnet repair**	**2**	**EA**	

TOTAL BID FOR YEAR ONE (1) OF CONTRACT **$**_____

(Figures)

_____

(Words)

City of Ormond Beach

Fire Hydrant Maintenance and Repair
Bid No. 2024-19

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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.

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works		
Subject:	Utilization of Rental Services - Ring Power Corporation		
Summary:	This item provides notification of the City's use of Ring Power Corporation, The Cat Rental Store, to provide rental equipment for the Stormwater Maintenance Section. The Stormwater Maintenance section utilizes a reach-out mower in maintaining the City rights-of-way, along with stormwater ditches and swales. The city-owned reach-out mower went out of service for an extended period of time for major mechanical repairs, requiring the use of a rental mower. In the current Fiscal Year, it will be necessary to make several purchases/rentals which cumulatively will exceed the $25,000 threshold and therefore require City Commission approval.		
Financial Impact:	These expenses have been included in the Fiscal Year 2023 - 2024 budget. There are sufficient funds for this item in the Stormwater Maintenance Section budget.		
Citizen Impact:	The reach-out mower provides for the ability to maintain the stormwater swale and ditch systems, allowing for the free flowing of stormwater runoff from rainfall events.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the City's use of rental services from Ring Power Corporation, The Cat Rental Store.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Attachments:	1. SPWAMB24011811260 2. SPWAMB24032710260
Approval:	Kelly McGuire, Finance Director 5/9/2024 Claire Whitley, Assistant City Manager 5/9/2024 Joyce Shanahan, City Manager 5/9/2024

THE Rental STORE

RING POWER CORPORATION

Ring Power Corporation
401 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
(386) 947-3363

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

SOLD TO
CITY OF ORMOND BEACH
PUBLIC WORKS DEPT
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

SHIP TO
CITY OF ORMOND BEACH
500 N. ORCHARD ST.
ORMOND BEACH, FLORIDA 32174
VOLUSIA - 64

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
18RR09349433	01-08-24	INTERNAL TRANSPORT	12-18-23	2020-04	033538	1

QUANTITY	I.D.# & SERIAL #	DESCRIPTION	AMOUNT
		CUSTOMER CONTACT: CHRISTINE JARRELL	
		THIS INVOICE IS NET DUE UPON RECEIPT	
		EQUIPMENT RENTAL FROM 12/19/23 THRU 01/15/24	
1.0	B123014	ID NO: B123014 SERIAL NO: B123014	10350.00
	B123014	MF7715S MASSEY TRACTOR - MF7715BMWR	
		MASSEY 7715S (DYNA 6) CLASSIC TRACTOR	
		SER.AGCMX70BLNB123014 / ENGINE SER.NLD144008	
1.0		ENV FEE	207.00
1.0		DELIVERY	150.00
		..... THANK YOU FOR YOUR BUSINESS!.....	

2630 1/10/24

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
10707.00

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI7600010 - Formtype=MIRR

REMITTANCE

THE CAT Rental STORE

Ring Power Corporation
401 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
(386) 947-3363

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

SOLD TO
CITY OF ORMOND BEACH
PUBLIC WORKS DEPT
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

SHIP TO
CITY OF ORMOND BEACH
500 N. ORCHARD ST.
ORMOND BEACH, FLORIDA 32174
VOLUSIA - 64

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
18RR09066058	09-21-23	INTERNAL TRANSPORT	08-24-23	STORM WATER	033538	1

QUANTITY	I.D.# & SERIAL #	DESCRIPTION	AMOUNT
		CUSTOMER CONTACT: CHRIS	
		THIS INVOICE IS NET DUE UPON RECEIPT	
		EQUIPMENT RENTAL FROM 08/25/23 THRU 09/21/23	
1.0	B070006	ID NO: B070006 SERIAL NO: B070006	10350.00
	B070006	25' BOOM MOWER - MF7715BMWR	
		MASSEY 7715S (DYNA 6) CLASSIC	
		SER.AGCMX70BANB070006 / ENGINE SER.NLD074081	
1.0		ENV FEE	207.00
1.0		DELIVERY	150.00
1.0		PICK UP	150.00
1.0		FIRE,THEFT, & VANDALISM	1449.00
		..... THANK YOU FOR YOUR BUSINESS!.....	

20230644

Ref# Mail 2177
9/24/2023

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
12306.00
10,857.00 ✓

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI7500010 - Formtype=MRR

REMITTANCE

THE CAT Rental STORE

Ring Power Corporation
401 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
(386) 947-3363

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

SOLD TO
CITY OF ORMOND BEACH
PUBLIC WORKS DEPT
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

SHIP TO
CITY OF ORMOND BEACH
500 N. ORCHARD ST.
ORMOND BEACH, FLORIDA 32174
VOLUSIA - 64
VOLUSIA - 64

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
18RR09116105	10-09-23	CUSTOMER PICKUP	08-24-23	STORM WATER	033538	1

QUANTITY	I.D.# & SERIAL #	DESCRIPTION	AMOUNT
		CUSTOMER CONTACT: CHRIS	
		THIS INVOICE IS NET DUE UPON RECEIPT	
		EQUIPMENT RENTAL FROM 09/22/23 THRU 09/30/23	5000.00
1.0	B123014	ID NO: B123014 SERIAL NO: B123014	
	B123014	MF7715S MASSEY TRACTOR - MF7715BMWR	
		MASSEY 7715S (DYNA 6) CLASSIC TRACTOR	
		SER. AGCMX70BLNB123014 / ENGINE SER. NLD144008	
		..... THANK YOU FOR YOUR BUSINESS!	

20230644

2630

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
5000.00

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI7600010 - Formtype=MIRR

REMITTANCE

THE CAT Rental STORE

Ring Power Corporation
401 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
(386) 947-3363

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

SOLD TO
CITY OF ORMOND BEACH
PUBLIC WORKS DEPT
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

SHIP TO
CITY OF ORMOND BEACH
500 N. ORCHARD ST.
ORMOND BEACH, FLORIDA 32174
VOLUSIA - 64
VOLUSIA - 64

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
18RR09116105A	10-09-23	CUSTOMER PICKUP	08-24-23	STORM WATER	033538	1

QUANTITY	I.D.# & SERIAL #	DESCRIPTION	AMOUNT
		CUSTOMER CONTACT: CHRIS	
		THIS INVOICE IS NET DUE UPON RECEIPT	
1.0	B123014 B123014	EQUIPMENT RENTAL FROM 10/01/23 THRU 10/19/23 ID NO: B123014 SERIAL NO: B123014 MF7715S MASSEY TRACTOR - MF7715BMWR	5350.00
		MASSEY 7715S (DYNA 6) CLASSIC TRACTOR SER. AGCMX70BLNB123014 / ENGINE SER. NLD144008	
1.0		ENV FEE	207.00
		..... THANK YOU FOR YOUR BUSINESS!	

2630

20240263

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
5557.00

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI7600010 - Formtype=MIRR

REMITTANCE

THE Rental STORE

Ring Power Corporation
401 N. Tomoka Farms Rd.
Daytona Beach, FL 32124
(386) 947-3363

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

SOLD TO
CITY OF ORMOND BEACH
PUBLIC WORKS DEPT
FLEET OPERATIONS DIV
22 S BEACH ST
ORMOND BEACH FL 32174

SHIP TO
CITY OF ORMOND BEACH
500 N. ORCHARD ST.
ORMOND BEACH, FLORIDA 32174
VOLUSIA - 64
VOLUSIA - 64

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
18RR09227382	11-20-23	CUSTOMER PICKUP	08-24-23	STORM WATER	033538	1

QUANTITY	I.D.# & SERIAL #	DESCRIPTION	AMOUNT
		CUSTOMER CONTACT: CHRIS	
		THIS INVOICE IS NET DUE UPON RECEIPT	
		EQUIPMENT RENTAL FROM 10/20/23 THRU 11/07/23	
1.0	B123014	ID NO: B123014 SERIAL NO: B123014	
	B123014	MF7715S MASSEY TRACTOR - MF7715BMWR	
		MASSEY 7715S (DYNA 6) CLASSIC TRACTOR	
		SER.AGCMX70BLNB123014 / ENGINE SER.NLD144008	
1.0		ENV FEE	
20.0		REFUELING CHARGE	240.00
		..... THANK YOU FOR YOUR BUSINESS!.....	

M.G
2630
12/19/23
20240263

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
240.00

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI7600010 - Formtype=MIRR

REMITTANCE

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto-Renewal Fireworks by Santore, Inc.		
Summary:	Fireworks by Santore, Inc. has continually provided exceptional professional services in conducting the Fourth of July aerial fireworks display. It is staff's intent to let the agreement auto-renew for 2024, which will be the second of 3 allowable years to renew, pursuant to the adopted resolution. Per the current contract, a 10% increase is included this year for increased costs of the firework display and barge rental, for a total cost of $66,220.		
Financial Impact:	$66,220 is included in the current Fiscal Year 2023-24 budget for the purposes of these services.		
Citizen Impact:	The fireworks display provides citizens with an opportunity to celebrate Independence Day in their hometown. The event creates memories for the children and families who attend, while continuing to add to the quality of life the City's residents have come to expect.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to auto-renew the Fireworks by Santore, Inc. agreement for one additional year, unless otherwise directed.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Ormond July 4th 2024 Quote		
Approval:	Kelly McGuire, Finance Director 5/3/2024		

	Claire Whitley, Assistant City Manager	5/6/2024
	Joyce Shanahan, City Manager	5/9/2024

Fireworks By

SANTORE

INTO OUR THIRD SPECTACULAR CENTURY

SINCE 1890

Anthony Santore, Jr.
PRESIDENT

SPORTING EVENTS
Daytona International Speedway
Miami Homestead Speedway
World Golf Village
Jacksonville Jaguars
Jacksonville Suns
Citrus Bowl
Orange Bowl
Gator Bowl

CORPORATE EVENTS
Nationwide Insurance
Lincoln Mercury
Dunkin' Donuts
Applebee's
KFC
Sheraton
Pepsi
Jaguar Motors
Pontiac
Nabisco Foods
John Deere Corporation
Burger King
Winn Dixie
Mobile Oil
Aetna Insurance
Anheuser-Busch
Coors Brewery
Miller Brewing Company
IBM Company
General Electric
ITT Corporation
Texaco
Harley Davidson
Vitamin Shoppe

THEME PARKS
Sea World of Florida
Sea World of Texas
Busch Gardens Williamsburg
Busch Gardens Tampa
Walt Disney World
Sesame Place
Wild Adventures

SPECIAL EVENTS
Dr. Martin Luther King Day, Atlanta
Miss Universe Pageant, Inc.
Salute To Liberty
Bermuda Department of Tourism
Presidential Ball, Guyana
Las Fiesta De Quito, Quito, Ecuador

HOTELS
Ginn Development Company
Resorts International
Grand Hotel, Bahamas
Cable Beach Hotel, Bahamas
Marriot World Center
Hyatt Grand Cypress
Walt Disney World Dolphin
Boca Raton Hotel & Beach Club
Super Clubs, Jamaica, W.I.
El Conquistador, Puerto Rico
Grande Lakes Resort
Omni Resort, Champions Gate

CONCERTS
Jackson Victory Tour
Michael Jackson History Tour
Van Halen
KISS
Jacksonville Symphony Orchestra
Whitney Houston
Lynyrd Skynyrd
Luciano Pavarotti

March 11, 2024

Stefan Sibley
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Stefan,

Please find below the quote for the 2024 City of Ormond Beach July 4th Firework Display.

Mobro Marine Inc.
Tug & Barge rental June 30th – July 6th
Cost $27,500.00

20-minute fireworks display
July 4, 2024
Cost $38,720.00

Total display Cost
$66,220.00

Thanks for the opportunity. If you have any questions, please feel free to give me a call.

Eric Larsen
Fireworks By Santore

FIREWORKS BY SANTORE, INC.
PO BOX 351517 • PALM COAST, FL 32135 • 386 246 4345 • FAX 386 246 4370 • WWW.FIREWORKSBYSANTORE.COM

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	RFP - Property, Liability and Workers' Compensation Insurance		
Summary:	Currently, Brown and Brown is designated as the City's agent of record to procure Property & Casualty Insurance. The agent of record is responsible for marketing, acquiring, and assisting in the maintenance of the City's property and casualty insurance program. The current agent of record contract for Property & Casualty was approved by the City Commission in June 2017 and has been renewed annually since that time. The City's internal policy for professional agreements under annual agreements is to periodically review and solicit proposals as needed to ensure high quality services are provided at fair and competitive rates. Due to the volatile property and casualty insurance market and significant premium increases, prior to this year's renewal, the City Commission directed staff to review and rebid the contract for these lines of insurance. In lieu of soliciting an agent of record to procure insurance on the City's behalf, the City Commission directed staff to prepare an RFP for the direct purchase of Property, Liability and Workers' Compensation insurance coverages. If approved by the City Commission, the RFP will be advertised and released on May 26, 2024. The City will conduct a pre-submittal meeting to address questions concerning the RFP on June 3, 2024. The City will also accept written inquiries regarding this RFP until June 5, 2024 at 4:00 PM. Answers to all questions raised will be distributed in the form of an addendum to plan holders who have registered through DemandStar (demandstar.com) or specifically requested the RFP through the City's Purchasing Division. Proposals will be received until June 28, 2024, at 2 p.m. Evaluation and a recommendation to the City Commission will be made prior to the renewal date of October 1, 2024.		

Financial Impact:	Funding for the City's insurance program is derived from the General Fund, Stormwater Fund, Airport Fund, Water/Wastewater Fund and Solid Waste Fund.
Citizen Impact:	TBD
Recommended Action (Staff, Advisory Board and/or Other):	This agenda item serves as public notice of staff's intent to issue the Request for Proposals.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. RFP 2024-29 Property, Liability & Workers' Compensation Insurance 2. Exhibit A-Policy Summary Breakdown 3. Exhibit B-Current Insurance Package 4. Exhibit C-Loss Run 5. Exhibit D-Property Schedule 6. Exhibit E-Workers Compensation Classification Payroll 7. Exhibit F-Property,Workers Comp 8. Exhibit G-Excess Lability 9. Exhibit H-Cyber Liability Policy 10. Exhibit I-Professional Liability EMT Paramedic policy 11. Exhibit J-TULIP Policy 12. Exhibit K-Drone Policy 13. Exhibit L-Active Shooter Liability Policy 14. Exhibit M-AD&D Policy 15. Exhibit N-Flood Policy 16. Exhibit O-Storage Tank Policy 17. Exhibit P-Summary of Coverage Form
Approval:	Claire Whitley, Assistant City Manager 5/14/2024 Joyce Shanahan, City Manager 5/17/2024

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

REQUEST FOR PROPOSALS
PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Property, Liability & Workers' Compensation Insurance

RFP NUMBER: 2024-29

RFP OPENING DATE & TIME: June 28, 2024 at 2:00pm

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-SUBMITTAL MEETING DATE & TIME: June 3, 2024 10:00 a.m. City Hall Training Room at Ormond Beach City Hall

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

EMAIL: _____
If returning as a "No Submittal", please state reasons _____

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida is seeking property, liability & workers' compensation insurance coverage.

TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year minimum. Most coverage/contracts shall be proposed for the term October 1, 2024-September 30, 2025. Guarantees beyond one year are desired. City renewal for subsequent years will in part be dependent upon acceptability of cost, coverage, service, provider stability and market conditions.

The City should be given at least 90 days' notice, by certified or registered mail, of cancellation, non-renewal, adverse change or increase in rates.

SCOPE OF SERVICES

GENERAL INFORMATION

Property/liability/Workers' Compensation Insurance proposals are requested by the City of Ormond Beach (hereinafter referred to as the City) **for coverages and with coverage limits comparable to the City's current coverages as outlined in Exhibit A-Policy Summary Breakdown** . The City is substantially self-insured at present, with large self-insured retentions for general liability and workers' compensation risks. Third Party Administration (TPA) services are not solicited. For workers' compensation risks, the City is pleased with the services of its current TPA, Relation Insurance Services and is not seeking to engage the services of a new TPA. For all liability risks that are substantially or totally self-insured, the City utilizes contract attorneys and prefers not to engage the services of a TPA for these claims.

EXTENT OF COVERAGE, OPTIONS

The City is requesting proposals for several types of policy options and coverage. The City requests all proposers to provide a premium breakdown for each policy option and coverage proposed. Although all options and coverage may be purchased, some may not. The City reserves the right to decide, at its discretion, which options and coverage shall be purchased, and in which combination, from among those proposed.

Full replacement cost is requested for property coverage.

EXPOSURE DATA

Throughout this Request are various data in the form of schedules, lists, narratives, etc., they are intended to be representative of the City's exposures prior to or at the time of preparation of this request. The intent is for all proposers to have recent, common information upon which to prepare their proposals. It is expected that the successful proposer(s) will coordinate with the City to determine if the exposure data needs to be up-dated at the time the policy(ies) and/or contract(s) are to become effective.

UNINTENTIONAL OMISSION OF EXPOSURE DATA
Due to the extensiveness of the City's exposure data, including but not limited to the schedules herein, it is possible that items may have inadvertently been omitted in assembling this request for proposals. If so, the City wishes to avoid denial of coverage or penalties as a result of unintentional omission(s). Proposers are requested to endorse their policies to provide that coverage will not be affected by such unintentional omissions, and may provide that when omitted items are covered that a premium shall be payable by the City (unless waived by the insurer) for retroactive coverage.

The following endorsement is suggested, but proposers may offer an alternative equivalent.
Coverage for Unintentionally Omitted Exposures

POLICY/CONTRACT FORMAT:
All desired coverage should be proposed for combination in as few policies/contracts as possible, if in the City's best interests (e.g. a package policy format may be the best method of combining several coverage at the best price). However, the City may benefit if able to combine coverage options from more than one proposal. Each proposer should state the extent to which individual coverage being proposed are separable without a change in premium cost. For example, an insurer may indicate that property and general liability coverage are inseparable from each other in a package policy, but other coverage are available either as part of the package policy or separately in mono-line policies.

SAMPLE POLICIES AND ENDORSEMENTS:
Recognizing that coverage varies among insurers, the City requests that sample policy forms and endorsements be provided with proposals for a fair analysis of coverage as well as price. To the extent exclusions and restrictions are intended by proposers, they should be stated in the proposals because they will not be allowed subsequently.

NAMED INSURED:
The following named insured is desired for all coverage:
The City of Ormond Beach (First Named Insured), and Boards, Commissions, Councils, Authorities, Agencies, or Committees, etc. of the City, even if newly created and Elected or appointed officials, members of Boards, Commissions, Councils, Authorities, Agencies, or Committees, etc. And employees and volunteers of the City (while acting on behalf of the City), even if newly elected, appointed, hired, etc. and Elected and appointed officials and employees, as representatives of the City to other Boards and Other entities or persons, to the extent required by agreement, contract or lease with the City, or Boards, Commissions, Councils, Authorities, Agencies or Committees, etc. of the City of Ormond Beach, 22 South Beach Street. Ormond Beach. Florida 32174.

FLORIDA SOVEREIGN IMMUNITY:
Florida Statute 768.states that a governmental entity "shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortuous acts…". Therefore, the City does not permit insurers to endorse policies to waive the City's sovereign immunity. Although coverage is being purchased to respond to liability claims, the City may wish to exercise its right to rely on sovereign immunity for specific claims. Underwriters should keep in mind that when such reliance on sovereign immunity is successful, claims experience will be more favorable.

SELF-ADMINISTRATION THROUGH CONTRACTED COUNSEL:
The City wishes to continue to utilize its contracted attorneys who have been continuously serving the City for liability risks that are substantially or totally self-insured. When programs are proposed with substantial retentions, proposers should give the City an option to utilize its choice of counsel. If there are premium differences between using the City's choice of counsel or of using the insurer's choice of counsel, provide specifics.

INSURER QUALIFICATIONS:
Proposals are expected from insurers with acceptable financial strength and acceptable (at the City's discretion) policyholder service reputation. Insurer name and Best's rating, if available, should be furnished for each insurer being proposed. If self-insurance funds, captive insurers or other types of providers are proposed, financial information should be submitted with the proposal. **Any insurer interested in providing coverages should apply in writing for consideration, using the Submission Form and provided details on coverage, policies, exclusions, financial strength and premiums.**

ADDITIONAL INFORMATION
The information in this Request for Proposals is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed.

In order to assist in providing a proposals, the following exhibits have been provided as a part of this RFP:

Exhibit A-Policy Summary Breakdown FY 2023-2024
Exhibit B-Current Insurance Package
Exhibit C-Loss Run Information
Exhibit D-Property Schedule
Exhibit E-Workers Compensation Classification Payroll
Exhibit F-Property/Workers Compensation Policy
Exhibit G-Excess Liability Policy
Exhibit H-Cyber Liability Policy
Exhibit I-Professional Liability EMT Paramedic Policy
Exhibit J-TULIP Policy
Exhibit K-Drone Policy
Exhibit L-Active Shooter Liability Policy
Exhibit M-AD&D Policy
Exhibit N-Flood Policy
Exhibit O-Storage Tank Policy
Exhibit P-Summary of Coverage **Form (to be returned with proposal)**

SELECTION PROCESS

In the City's evaluation of proposals, the following items shall be considered:
Cost (50%) -A major consideration in evaluating proposals, but not the only consideration.
Completeness of Proposal (50%) -The amount and breadth of coverage, the extent of restrictions or exclusions, the number of lines of coverage proposed and the financial stability of the insurer.

Preference will be given to proposals which provide the best overall cost value for the City and also provide all or substantially all of the coverages requested.

The City of Ormond Beach will conduct an evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions. The evaluation committee will select at least two proposals to be reviewed by the Insurance Program Committee. If selected, proposers will be requested to be in attendance when the Insurance Program Committee reviews proposals in order to clarify any questions. The Insurance Program Committee will make a final recommendation to the City Commission and may recommend one or more providers. Award of Contract to the Proposer(s) that best meets the interests of the City will be made subject to approval by the City Commission.

Information to be Submitted: The proposals package shall consist of the following:

1. One (1) original letter of interest detailing the firm's ability to meet the requirements of the scope of service, loose and unbound.

   One (1) signed original of the complete packet and one (1) complete electronic pdf format copy including the following: Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, 22 South Beach Street, Room 102, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.
2.

   a) Copy of the letter of interest.

   b) Completed Request for Proposal (RFP) form, and Addendum Acknowledgement.

   c) **Complete the Summary of Coverages Form** outlining coverages, limits, deductibles and premiums.

   d) **Complete the RFP Response Form**.

3. **Certification.** Submitters must certify they have the capacity to provide independent Property & Casualty insurance brokerage services, as described herein, and that they have successfully participated in similar Agreements within the past ten (10) years. The applicants must also certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

4. Submitters must provide copies of all professional certifications for the services to be provided.

5. Documentation as to whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

6. Copy of firm's current Operational Business License renewal. Upon award of contract, the firm must register with the City's Licensing and Permitting Office.

7. Copy of firm's Errors and Omissions insurance certificate.

8. Conflict, Non-Conflict of Interest Statement and Litigation Statement

9. Drug Free Workplace Certificate

10. E-Verify Certificate

11. Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 28,2024.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 28, 2024. **Late proposals will not be accepted**.

Pre-submittal meeting and inquiries: Technical questions may arise as firms are preparing their proposals. The City will conduct a pre-submittal meeting to address questions concerning the RFP on June 3, 2024. at 10:00 a.m. City Hall, 22 South Beach Street Training Room. The City will also accept written inquiries regarding this RFP until June 5, 2024 at 4:00 p.m. **Questions received after that time will not be responded to**. Answers to all question raised will be distributed in the form of an addendum to plan holders who have register through DemandStar (demandstar.com). Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(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: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

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

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

Registration Requirements

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

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

State Certified/Registered Contractors

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

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

EXHIBIT "A"

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 <u>at a minimum</u>, 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.

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ FAX NO.: _____

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

TITLE: _____

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

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

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.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

CITY OF ORMOND

Policy Breakout

2023-2024

TYPE OF COVERAGE	*POLICY TERM DATE*	*POLICY #*	*LIMITS OF COVERAGE*	*DEDUCTIBLE*	*PREMIUMS*	*COMMENTS*
PACKAGE - Property, Equipment, Auto Physical Damage; Excess Work Comp,; Equipment Brkdown	10/01/2023- 10/01/2024	PXFL106420081815	Blanket Building,Contents & EDP $160,503,115 Business Income $500,000 Blanket Unscheduled Equipment $2,766,589 Scheduled Equipment $2,094,752 Auto TIV Actual Value $ 10,544,675	$25,000 Per Occurrence All other Perils Named Storm Ded 3% TIV-Subject to $35,000 Per Occurrence; Auto Physical Damage Deductible Comp/Collision $25,000 Per Sche; Excess Work Comp SIR $ 350,000 Ea Occr	$ 1,480,044.00	Building/Contents - Special Form, Replacment Cost; IM Actual Cash Value; Flood limit $100,000,000 - $25,000 DED Any One Occurrence; 5% of TIV as designated in Flood Zone A or V
GENERAL LIABILITY, EPL & Public Officials	10/01/2023- 10/01/2024	PEPG27982359-008	General Liability - Each Occurrence $2,000,000; Aggregate $2,000,000; Public Officials & EPL Each Claim $2,000,000, Aggregate $2,000,000;	Retained Limit - General Liability $200,000; Retained limit EPL & Public Officials $100,000	$ 208,785.00	General Liability - Occurrence Form; EPL & Public Officials - Claims-Made Form w/ Retro Date 10/01/2013
CRIME - Emp Theft per Loss; Forgery/Alt,Computer Fraud	10/01/2023- 10/01/2024	105848470	Employee Theft - Per Loss - Single Loss Limit $500,000	$10,000 Retention - Employee Theft	$ 9,675.00	Forgery or Alteration $500,000 - Ded $10,000 Computer Fraud Limit $500,000- Ded $10,000; Funds Transfer Fraud $500,000 Ded $10,000; Social Engineering $100,000 - Retention $10k ; ERISA Form included
CYBER LIABILITY	10/01/2023- 10/01/2024	ESM0639793756	$1,000,000-Cyber Incident Response $1,000,000- Cyber Crime $1,000,000 System Damage & Business Interruption; $1,000,000 Media Liability; $1,000,000 Network Security & Privacy Liability	$25,000 Dper Claim	$ 26,800.00	PCI Fines, Penalties, Assessments $1,000,000 Managaement Liability: $1,000,000 Funds Transfer Fraud $250,000 Corporate Identity Theft $250,000
PROFESSIONAL LIABILITY - EMT/PARAMEDICS	10/01/2023- 10/01/2024	MKLV2PSM001458	$1,000,000 Each Occurrence $3,000,000 Aggregate	$5,000 DED Each Claim	$ 25,464.00	Sexual Act Liability $100,000 HIPPA Civil Penalty $250,000 All Claims made by Each Claimant (Dmages & Expenses)
GENERAL LIABILITY TULIP (Tennant Users Liability Ins. Program)	10/01/2023- 10/01/2024	CPS7871835	$1,000,000 Anyone Occurrence; $1,000,000 General Aggreatate; $1,000,000 Personal & Advertising Injury; $1,000,000 Products/Completed Operation Agg; $50,000 Damange to premises rented to you; $5,000 Medical Payment any one Person	$250 Ded Per claim BI/PD/Personal & ADV Injury	$ 10,600.00	Specials Events held as various buildings, parks, and other venues in The City of Ormond as per schedule on file. Liquor Liability and Assualt/Battery Exclusion; Events are reported monthly to the carriery by Agency
Drone Liability	10/01/2023- 10/01/2024	9029990	$1,000,000 Each Occurrence	10% Physical Damage Ded- In Motion & Not in Motion 10% Ground Equipment Physical Damage	$ 2,278.00	2021 SKYDIO X2 $ 22,000 SKYDIO Controller $ 5,000
ACTIVE SHOOTER LIABILITY	10/01/2023- 10/01/2024	UTS2564024.23	$1,000,000 per Occurrence-Each Claim/$1,000,000 Aggregate Medical Payments & Funeral Expenses Sublimit $1,000,000 Counseling Sublimit $250,000; Public Realtions Sublimit $250,000; Additional Security Measures Sublimit $250,000. Misc. Crisis Management Expenses Sublimit $250,000	No Deductible.	$ 11,726.00	Active Shooter & Maliciouse Attack Liability.
AD& D - Officers/Firefighters	10/01/2023- 10/01/2024	ADDN16745169	**Class I & Class II - AD&D** $225,000 Unlawful & Intentional Death; Additional $75,000 In Line of Duty; Additional $75,000 Fresh Pursuit:		$ 4,390.00	FT/PT Officers, Correctional,Reserve/Aux Officers, Correctional Probationary Officers and Firefighters Death Benefit $10,000
FLOOD- 500 N, Orchard St. #400	10/01/2023- 10/01/2024	91150104431	$500,000 Bldg & $ 435,000 Contents	$ 1,250 Bldg & $1,250Contents	$ 3,085.00	500 N. Orchard St #400 Ormond Beach FL
FLOOD-364 S. Atlantic Ave.	10/01/2023- 10/01/2024	91150752921	$500,000 Bldg & $100,000 Contents	$ 1,250 Bldg & $1,250Contents	$ 3,861.00	364 S. Atlantic Ave Ormond Beach FL
FLOOD- 22 S. Beach St	10/01/2023- 10/01/2024	91151636629	$500,000 Bldg & $ 450,000 Contents	$ 1,250 Bldg & $1,250Contents	$ 5,606.00	22 S. Beach St Ormond Beach FL
FLOOD -25 Riverside Dr.	10/01/2023- 10/01/2024	91151637554	$500,000 Bldg & $300,000 Contents	$ 1,250 Bldg & $1,250Contents	$ 4,936.00	25 Riverside Dr. Ormond Beach FL
POLLUTION - STORAGE TANK - 3 Locations	04/29/2023- 04/29/2024	STP413485	$1,000,000 ea incident $2,000,000 Agg	$10,000 each incident	$ 8,038.00	Dedicated Limits for AST $1m./$2m Dedicated limtis of UST $1m./$2m Locations : Ormond Beach Water Plant - 301 Jefferson - 2- AST Tanks- Ormond Beach Public Works 500 N. Orchard St. - 1 AST Tank & 2 UST Tanks Ormond Beach WW Transfer Station 550 N. Orchard ST - 3 AST Tanks
AD & D - Volunteers	07/01/2023- 07/01/2024	FLORMO	$2,500 A D & D ; Accident Medical Exp Coverage - Max Benefit any one covered accident $50,000	$100 Ded per accident	$ 368.80	Benefit Coverag period any one Accident 52 Weeks; Max Limit for Dental $250 / tooth

Storage Tank/Pollution

$50,000

CITY OF ORMOND BEACH

INSURANCE PROPOSAL

Effective: 10/01/2023 – 10/01/2024

Presented By:

Steve Farmer
Executive Vice President
Profit Center Leader

Don Sciotto
CRIS, ARM, MLIS, CCIP
Senior Vice President

300 North Beach Street, Daytona Beach, FL 32114

This summary contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control

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* ***All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

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MARKET SUMMARY

Markets:	Line of Coverage:	Response:
Ambridge	Cyber	Declined: needs confirmation of MFA for email
Amtrust	Cyber	Declined: needs confirmation of MFA for email
At Bay	Cyber	Declined: Class of Business
Axis	Cyber	Declined: Class of Business
Beazley	Cyber	Declined: needs confirmation of MFA for email
CFC / Lloyds (Incumbent)	Cyber	Quoted: See proposal $1,000,000 Limit for First & Third Party coverages (subject to some limitations and restrictions); $25,000 SIR; 8 Hour Waiting Period. Annual Premium $26,800
Chubb	Cyber	Indicated: $1M Limit, $100K SIR, $40K+ premium with $250K Ransomware Sublimit
Coalition	Cyber	Declined: Scan Results
Corvus	Cyber	Declined: No MFA for Email
HCC	Cyber	Pending: Needs confirmation of MFA for email
Node	Cyber	Declined: Underwriting Guidelines
RSUI	Cyber	Declined: Class of Business
Zurich	Cyber	Declined: needs confirmation of MFA for email
Ambridge	Excess GL POL EPL	Declined: Cannot compete with current program.
Berkley / Gemini	Excess GL POL EPL	Quoted: similar terms and conditions as incumbent Chubb for similar pricing. $200K + premium.
Chubb / Illinois Union (Incumbent)	Excess GL POL EPL	Quoted: See proposal Difference from Expiring: Added to the GL, unlimited defense expense outside the limits liability but included in the SIR. Added EBL claims made endorsement to the GL Tower, retroactive date can match other lines of coverage with a statement of no known losses. 8% rate increase from expiring.
Munich	Excess GL POL EPL	Declined: Cannot compete with current program.
Old Republic	Excess GL POL EPL	Declined: Cannot compete with current program.

MARKET SUMMARY

Markets:	Line of Coverage:	Response:
Chubb	Excess Work Comp	Cannot compete: Minimum premium is $250K Would require $3MIL SIR for all policy & fire classes and $750K SIR for all other classes
Midwest Employers	Excess Work Comp	Cannot compete: Minimum premium is $100K Would require $1MIL SIR for all policy & fire classes and $750K SIR for all other classes
Preferred (Incumbent)	Excess Work Comp	Quoted: See proposal; $350K SIR $138K premium Option to increase SIR to $500K @ $121K Premium
Safety National	Excess Work Comp	Cannot compete: Minimum premium is $175K Would require $1MIL SIR for all classes

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	Bound Expiring:	Renewal:	% Chg
Property Values	$160,511,415	$160,503,115	-0.01%
Inland Marine Values	$4,861,341	$4,861,341	0.00%
Vehicle Values	$9,974,373	$10,287,910	3.14%
Vehicle Count	217	226	4.15%
Payroll - Police & Fire	$8,980,301	$9,878,331	10.00%
Payroll - All Other	$13,197,050	$14,516,755	10.00%
Staff: Full Time Equivalent	370	377	1.89%
Statement of Net Position of Previous Year	$204,126,574	$214,356,446	5.01%

Premiums:	Bound Expiring:	Renewal:	% Chg
Package: Property, Boiler, Excess Flood	$ 808,562.00	$ 1,292,238.00	59.82%
Package: Inland Marine (EDP, Equipment)	$ 20,345.00	$ 32,014.00	57.36%
Package: Auto Physical Damage	$ 13,042.00	$ 15,478.00	18.68%
Package: Workers' Compensation - $350K SIR	$ 109,308.00	$ 138,860.00	27.04%
Package Sub-total	**$ 951,257.00**	**$ 1,478,590.00**	55.44%
Government Crime, ERISA (3rd yr of 3yr Pol)	$ 3,225.00	$ 3,225.00	0.00%
Fees / Surcharges / Taxes	N/A	N/A	
Excess Liability: GL, EBL, POL, EPLI	$ 185,462.00	$ 200,240.00	7.97%
Terrorism	$ 7,473.00	$ 8,510.00	13.88%
Fees / Surcharges / Taxes	$ 35.00	$ 35.00	
AD&D w/OUT Temporary Total Disability	$ 3,986.00	$ 3,986.00	0.00%
Fees / Surcharges / Taxes	N/A	N/A	
Professional Liability - EMTs & Paramedics	$ 24,340.00	$ 25,314.00	4.00%
Fees / Surcharges / Taxes	$ 150.00	$ 150.00	
TULIP Reporting Form / Deposit Premium	$ 10,000.00	$ 10,000.00	0.00%
Terrorism	$ 500.00	$ 500.00	0.00%
Fees / Surcharges / Taxes	$ 100.00	$ 100.00	
Cyber Liability - CFC (Incumbent)	$ 26,300.00	$ 26,300.00	0.00%
Fees / Surcharges / Taxes	$ 500.00	$ 500.00	
Active Shooter Liability	$ 11,150.00	$ 11,691.00	4.85%
Fees / Surcharges / Taxes	$ 35.00	$ 35.00	
Drone Coverage	$ 2,756.00	$ 2,278.00	-17.34%
Fees / Surcharges / Taxes	Waived	$ 35.00	
NFIP Flood *(Option A; See Proposal Pg for B)*			
22 South Beach Street	$ 4,794.00	$ 5,606.00	16.94%
25 Riverside Drive	$ 4,228.00	$ 4,936.00	16.75%
364 South Atlantic Avenue	$ 3,315.00	$ 3,861.00	16.47%
500 North Orchard Street #400	$ 2,659.00	$ 3,087.00	16.10%
Monoline Coverages Sub-total	**$ 291,008.00**	**$ 310,389.00**	6.66%
Consulting Fee	***$ 22,410.00***	***$ 22,410.00***	0.00%
Total Premium	**$ 1,264,675.00**	**$ 1,811,389.00**	43.23%

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION *(Continued)*

Other Coverage at Different Eff. Dates	Renewal:
Tank Pollution w/Crum & Forster Specialty Eff: 4/29/23-24	$ 8,038.00

PAYMENT PLAN OPTIONS

Line of Coverage:	Carrier:	Billing:	Payment Option:
Prop, Breakdown, IM, Auto PD, Work Comp	Preferred	Agency	• Annual premium is due in full.
Flood	Wright	Direct	• Annual premium is due in full. • Invoices billed directly by carrier
GL POL EPLI	Illinois Union	Agency	• Annual premium is due in full.
Crime	Travelers	Agency	• Annual premium is due in full.
AD&D	ACE	Agency	• Annual premium is due in full.
Professional	Evanston	Agency	• Annual premium is due in full.
TULIP	Scottsdale	Agency	• Annual deposit is due in full. • Monthly report is due on the 5th of each month.
Cyber	HSB Specialty	Agency	• Annual premium is due in full.
Active Shooter	Lloyds (Hiscox)	Agency	• Annual premium is due in full.
Drone	Global Aerospace	Agency	• Annual premium is due in full.
Storage Tank Pollution	Crum& Forster	Agency	• Annual Premium is paid in full

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

SUBJECTIVITIES OF BINDING

Line Of Coverage:	Carrier:	Subjectivities:
Prop, Breakdown, IM, Auto PD, Work Comp	Preferred	• Signed, and dated "Signature Page". • Signed, and dated "SIR Signature Page" and Verification that TPA information is correct on the page.
Flood	Wright	• Premium is due upon receipt of invoice from carrier directly. No grace period given. • Options A & B are offered in the renewal invoice. Those options are indicated on the proposal page.
GL EBL POL EPLI	Illinois Union	• Fully completed, signed, and dated Public Entity Retained Limits application with all materials requested therein. • **The carrier has requested that the HR manual be reviewed and updated due to edition date of 2013.** • A signed statement of no known losses back to the retroactive date of 10/01/2013 is required for Employee Benefits Liability coverage endorsement to be added at no additional premium. • Signed, and dated TRIA Form Indicating Election/Rejection. • Signed, and dated Non-Admitted Carrier Disclosure Form.
Crime	Travelers	• Nothing is needed, at this time.
AD&D	ACE	• Nothing is needed, at this time.
Professional	Evanston	• Fully completed, signed, and dated carrier specific application. • Signed, and dated TRIA Form (election/rejection). • Signed, and dated Non-Admitted Carrier Disclosure Form.
TULIP	Scottsdale	• Signed endorsements A-C referencing approved events; excluded events and rates for each type of event. • Signed, and dated TRIA form (election/rejection) • Signed, and dated Non-Admitted Carrier Disclosure form. • Reporting form: Monthly; due by the 5th of each month and should be in Excel format and include date(s) of event, type of event, # of attendees. • Events outside of the granted authority must be submitted for prior approval & pricing in order for the events to be covered.

SUBJECTIVITIES OF BINDING

Line Of Coverage:	Carrier:	Subjectivities:
Cyber	CFC / Lloyds	• Satisfactory conf.irmation that insured has downloaded & registered the carrier's incident response mobile app, details of which can be found in the policy documents. (30 days post binding). • Signed version of the application form submitted, dated within 30 days of the required inception date. (prior to binding). • Satisfactory confirmation that multi-factor authentication for remote access to all employee email accounts (prior to binding).
Active Shooter	Lloyds (Hiscox)	• Fully completed, signed, and dated carrier specific application. • Signed, and dated Non-Admitted Carrier Disclosure Form.
Drone	Global Aerospace	• Fully completed, signed, and dated carrier specific application. • Signed, and dated Non-Admitted Carrier Disclosure Form.
Storage Tank Pollution	Crum & Forster	• Nothing is needed, at this time.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Building & Contents Total Insured Values – **Blanket**	$160,503,115
Boiler & Machinery	$100,000,000
Flood Limit – Per Occurrence and Aggregate *Excess of NFIP whether purchased or not*	$5,000,000

2022 Blanket Limits	***$160,511,415***

Per Schedules on File with Agency and Carrier

Deductibles:	
Named Windstorm based on TIV per Occurrence, per Location Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	5% $35,000
Equipment Breakdown Any One Occurrence	$25,000
Flood Any One Occurrence *Except Property designated Flood Zone A or Flood Zone V* *Excess of NFIP whether purchased or not*	$25,000
All Other Perils per occurrence Building, Contents, Extensions	$25,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefill or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:
Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Extensions of Coverage:	Limits:
These limits do not increase any other applicable of liability, Deductible per terms of the Coverage Agreement	
Accounts Receivable	$500,000
Additional Expense	$1,000,000
Animals (Annual Aggregate)	$5,000
Business Income Loss	$500,000
Buildings Under Construction	If Shown on Property Schedule
Debris Removal per Occurrence *Whichever is Greater*	$250,000 / 25% of Loss
Demolition, Ordinance, and ICC	$500,000
Duty to Defend	Included
Errors and Omissions	$250,000
Expediting Expense	$5,000
Fire Department Charges	$25,000
Fungus Cleanup Expense (Annual Aggregate)	$50,000
Lawns, Plants, Trees and Shrubs	$25,000
New Locations up to 60 Days	$2,000,000
Personal Property of Employees	$50,000
Pollution Cleanup Expense (Annual Aggregate)	$50,000
Preservation of Property	$250,000
Professional Fees	$20,000
Property at Miscellaneous Unnamed Locations	$150,000
Recertification	$10,000
Service Interruption Coverage	$100,000
Transit	$250,000
The brief description of coverage contained in this proposal is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.	
Property Newly Acquired Locations:	
During the proposed Coverage Agreement period, carrier will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement.	
If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then an additional annual premium will be invoiced by endorsement.	
For two year coverage periods, an additional premium will be charged on the second annual installment if premium added during the first year of the coverage agreement.	

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Public Entity Property – Flood Coverage Form
Public Entity Property – Schedule of Deductibles
Public Entity Equipment Breakdown Protection Coverage Form
Common Agreement: Consent to Settle
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24)*
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24) which includes but is not limited to the below):* ∗ *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* ∗ *Property in the open does not included unscheduled signs which are not attached to buildings* ∗ *During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* ∗ *Valuation redefined to included* ***'actually and necessarily expended'***
Public Entity – Muni Property Schedule
Minimum Earned Premium – 25%
Exclusions:
• War, Military Action and Terrorism
• Earth Movement
• Pollution
• Nuclear Reaction
• Utility Failure, Except as Provided Under Special Property Coverages
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
• Building Ordinance Enforcement
• Mold/Fungus
• Earthquake
• Water, Except as Provided Under Extensions of Coverage
• Asbestos
• Inventory Shortage
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Scheduled Inland Marine	$2,094,752
Blanket Unscheduled Inland Marine ($25,000 Max Per Item)	$2,766,589
Total All Inland Marine	**$4,861,341**

2022 Inland Marine Limits	***$4,861,341***

Per Schedules on File with Agency and Carrier

Deductible:	
Per Occurrence	$25,000

Valuation:
Actual Cash Value (Replacement cost less depreciation)

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Minimum Earned Premium Endorsement – 25%
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24 which includes but is not limited to the below):* ∗ *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* ∗ *Property in the open does not included unscheduled signs which are not attached to buildings* ∗ *During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* *Valuation redefined to included* ***'actually and necessarily expended'***
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24*)
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
Watercraft Excluded

Wright National Flood Insurance Company
National Flood Insurance Program

FLOOD COVERAGE

Client ultimately chooses value insured

Coverage is afforded only for direct loss by or from flood to the insured property.

Location and Description of Property:		Limits of Coverage: Building	Limits of Coverage: Business Personal Property	Premiums
22 S Beach St	A.	$500,000	$450,000	$5,606.00
OR	B.	$500,000	$473,000	$5,651.00
25 Riverside Dr	A.	$500,000	$300,000	$4,936.00
OR	B.	$500,000	$315,000	$4,963.00
364 S Atlantic Ave	A.	$500,000	$100,000	$3,861.00
OR	B.	$500,000	$105,000	$3,889.00
500 N Orchard St, Ste 400	A.	$500,000	$435,000	$3,087.00
OR	B.	$500,000	$457,000	$3,098.00

Location and Description of Deductibles	Deductibles: Building	Deductibles: Business Personal Property
22 S Beach St (both options A&B)	$1,250	$1,250
25 Riverside Dr (both options A&B)	$1,250	$1,250
364 S Atlantic Ave (both options A&B)	$1,250	$1,250
500 N Orchard St, Ste 400 (both options A&B)	$1,250	$1,250

Valuation:
General Property Form: Actual Cash Value (Replacement Cost of the Property Less Depreciation)

Coverage is not provided for Ordinance or Law, Indirect Loss (including Business Income and Extra Expense), or Personal Property of Others.

AGREED VALUE ENDORSEMENT
(IF APPLICABLE)

Coverages Provided: The insurance company agrees to waive the Co-insurance Clause, thus eliminating your potential penalty for buying an inadequate amount of insurance to meet the co-insurance requirement.

OR

CO-INSURANCE EXAMPLES
(IF APPLICABLE)

The co-insurance clause is found in almost every property policy. It states that the insurance company will not pay the full amount of any loss if the covered property is, for whatever reason, covered for less than the required insurable value at the time of loss. Required insurable value equals the value of the covered property at the time of loss multiplied by the co-insurance amount.

Examples of Co-Insurance at 80%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 80,000	$60,000	$60,000
3) $100,000	$ 70,000	$60,000	$52,500 *

* Did (70,000) / Should (80,000) X Loss = 7/8 Paid

OR

Examples of Co-Insurance at 90%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 90,000	$60,000	$60,000
3) $100,000	$ 80,000	$60,000	$53,333 *

* Did (80,000) / Should (90,000) X Loss = 8/9 Paid

OR

Examples of Co-Insurance at 100%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 70,000	$60,000	$42,000 *

* Did (70,000) / Should (100,000) X Loss = 7/10 Paid

***Preferred* Governmental Insurance Trust**

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:
Bodily Injury & Property Damage	*N/A*	*Not Offered*
Personal Injury Protection Statutory	*N/A*	*Not Offered*
Medical Payments	*N/A*	*Not Offered*
Uninsured Motorists (Non-Stacked)	*N/A*	*Not Offered*
Owned Physical Damage		***ACV or Cost of Repair***
Comprehensive	2	$25,000 Deductible
Collision	2	$25,000 Deductible
Hired Physical Damage		$35,000 Limit
Comprehensive	8	$25,000 Deductible
Collision	8	$25,000 Deductible

Vehicles:	
2023 / Per Schedules on File (226 Units)	**$ 10,287,910 Values**
2022 / Per Schedules on File (217 Units)	*$ 9,974,373 Values*

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Coverage is in place for Physical Damage only; the following forms are only applicable as far as they apply to physical damage coverage. Please refer to the policy form for full explanation of coverage and terms
Public Entity Automobile Coverage Form
Public Entity Automobile Florida
Automatic Additional Covered Parties PGIT MN 902 (See Notable Changes 23-24)
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (See Notable Changes 23-24)

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Preferred **Governmental Insurance Trust**

PROPOSED EXCESS WORKERS' COMPENSATION & EMPLOYERS' LIABILITY COVERAGE

Estimated Annual Payroll:		
Class Code:	**Class Description:**	**Payroll:**
5506	Street or Road Construction	$731,117
5509	Street or Road Maintenance	$352,080
7520	Waterworks Operation	$1,663,994
7580	Sanitary or Sanitation	$1,767,189
7704	Firefighters	$4,107,646
7720	Police	$5,770,685
8380	Automobile Repair	$311,186
8601	Architect or Engineer	$1,380,840
8810	Clerical	$5,262,165
8820	Attorney	$403,177
9015	Buildings NOC	If Any
9102	Parks NOC	$2,111,649
9410	Municipal NOC	$533,359
	2023 Total Payroll	**$24,395,086**
	2022 Total Payroll	*$22,177,351*

Part I Workers' Compensation:		
Bodily Injury by Accident	Each Accident	Statutory
Bodily Injury by Disease	Each Employee	Statutory

Part II Employers Liability:		
Bodily Injury by Accident	Each Accident	$1,000,000
Bodily Injury by Disease	Aggregate	$1,000,000
Bodily Injury by Disease	Each Employee	$1,000,000

Self-Insured Retention:	**All Employees**
Each Accident	$350,000
Each Employee for Disease	$350,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Excess Workers' Compensation Coverage Form
25% Minimum Earned Premium Endorsement
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

Illinois Union Insurance Company

PROPOSED LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Description of Liability Coverage:	Limits of Insurance
General Liability: *Occurrence Form*	
Includes Employee Benefits Liability Claims Made Endorsement	
Each Occurrence	$2,000,000
Aggregate	$2,000,000
Allocated Loss Adjustment Expenses are in Addition to the limits of liability	
Public Officials & Employment Practices Liability	
Claims Made and Reported form	
Retroactive Date	*10/01/2013*
Each Claim	$2,000,000
Aggregate	$2,000,000
Allocated Loss Adjustment Expenses; Annual Aggregate	**$2,000,000**

Self-Insured Retention: ***(including Allocated Loss Adjustment Expenses)***	
General Liability	$200,000
Public Officials Liability	$200,000
Employment Practices Liability	$200,000

Liability Rating Basis:	2022 Exposures:	2023 Exposures:
Payroll	$22,177,351	$24,395,086
Full-Time Employees: Each	351	358
Part-Time Employees: Each	37	37
Professional Staff		
Lawyers: Each	3	3
Accountants: Each	1	3
Architects / Engineers: Each	4	4
EMTs and Paramedics: Each	47	48
Fire Department: Each	47	48
Police Officers: Each	74	76
Volunteers: Each	12	12
Statement of Net Position of previous year	$204,126,574	$214,356,446

Illinois Union Insurance Company

PROPOSED LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY *(Continued)*

Higher limits may be available upon request

Forms, Endorsements and Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements and Exclusions as issued by ISO or Carrier
Common Conditions, Definitions and Exclusions
General Liability Coverage: Occurrence Form
Public Officials & Employment Practices Liability Coverage: Claims Made and Reported Form
Employee Benefits Liability Coverage form – Claims Made **New** ***Retroactive Date 10/1/2013 (Will require a statement of no known loss letter).***
Pesticide or Herbicide Applicator Coverage Endorsement; Description of Operations: Application of pesticide/herbicide as needed in the city by the city
Additional Insured – Specified by Written Contract
Contractual Liability Railroads: General Liability; Schedule: Florida East Coast Railway, L.L.C. Job Site: Property located at or near Ormond Beach, FL between Railway Mile Posts 103+2590 and 104+0172
Exclusion – Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
Exclusions – Data Risk & Cyber Liability
Florida Surplus Lines Notice
Service of Suit Endorsement
Trade or Economic Sanctions Endorsement
Chubb Producer Compensation Practices & Policies
OFAC Policyholder Disclosure
TRIA is Excluded unless specifically accepted for an additional premium charge

Travelers Casualty and Surety Company of America
Policy Period 10/1/2021 to 10/1/2024

CRIME COVERAGE

Higher limits may be available upon request

Government Crime Coverage Form:	Single Loss Limits	Single Loss Retention
Employee Theft – Per Loss	$500,000	$10,000
Forgery/Alteration	$500,000	$10,000
Computer Fraud	$500,000	$10,000
Funds Transfer Fraud	$500,000	$10,000
Claims Expense	$5,000	$0
Telecommunications Fraud	$100,000	$10,000
Social Engineering Fraud	$100,000	$10,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Removal of Short-Rate Cancellation Endorsement
Commercial Crime Coverage Form – Discovery
Government Entity Crime Endorsement: Excluding Coverage for Treasurers and Tax Collectors
Government Entity Crime Endorsement: Faithful Performance of Duty
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
Amendatory Endorsement for Certain ERISA Considerations
Telecommunication Fraud Insuring Agreement Endorsement
Social Engineering Fraud Insuring Agreement Endorsement
Florida Changes Endorsement
Florida Cancellation or Termination Endorsement
Replace Exclusion BB. Endorsement: *"The Crime Policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan."*

Federal Insurance Company (Chubb Group)
10/01/2022 to 10/01/2024

STATUTORY ACCIENTAL DEATH AND DISMEMBERMENT COVERAGE

Eligibility By Class:	Principal Sum
Class 1: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.	
Principal Sum: Line of Duty Coverage	* $75,000
Additional:	
Fresh Pursuit Coverage	* $150,000
Unlawful and Intentional Death & Dismemberment Coverage	* $225,000
Time Period for Loss from date of covered accident	365 Days
✸ Amount increases on July 1st of each year as required under Florida Statute 112.19(j) and 112.191(i)	

Accidental Death and Dismemberment (Benefit Amounts are Percentage of Principal Sum):	
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%

Rating Basis:	2020 Exposures	2022 Exposures:
Full-Time Police Officers	66	74
Full-Time Firefighters	46	47

Federal Insurance Company (Chubb Group)
10/01/2022 to 10/01/2024

STATUTORY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE *(Continued)*

Additional Benefits:	
Child Care Benefit Maximum Benefit Period:	$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage To age 13 for each Surviving Dependent Child
Child Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 per year Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 4 years
Continuation of Insurance Expense Benefit Benefit Maximum: Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	$5,000 per year Unlawful/Intentional Death & Dismemberment Coverage 5 Years
Funeral and Burial Expense Benefit Benefit Amount:	$1,000 Unlawful/Intentional Death & Dismemberment Coverage
Spouse Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 3 Years

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Statutory Accidental Death and Dismemberment Coverage
Owned Aircraft, Leased Aircraft or Operated Aircraft Exclusion
Aircraft Pilot or Crew Exclusion
Trade Sanctions
Disease or Illness Exclusion *(does not apply to Occupational Condition)*
Suicide or Intentional Injury Exclusion
Incarceration Exclusion
War Exclusion
Services in the Armed Forces Exclusion
Specialized Aviation Exclusion *(flight on a rocket propelled or rocket launched aircraft)*

Evanston Insurance Company

PROPOSED PROFESSIONAL LIABILITY COVERAGE

Higher limits may be available upon request

Professional Liability Coverage: *Claims Made Form*	
Each Claim	$1,000,000
Annual Aggregate	$3,000,000
Deductible: Each Claim	**$5,000**
Retroactive Date:	***5/1/1998***

Defense Expense Included in the Limits of Liability

Rating Basis:	**Exposures:**
2023 Professionals – Full Time	48
2023 Patient Encounters for next 12 months	5,500
2022 Professionals – Full Time	47
2022 Patient Encounters for next 12 months	5,018

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Common Policy Conditions
Specified Medical Professions Professional Liability Insurance Coverage Part
Trade or Economic Sanctions
Changes - Multiple Insureds, Claims And Claimants
US Treasury Dept Office of Foreign Assets Control
Privacy Notice
Service of Suit
Consent to Settlement - Florida
Florida Policy Holder Notice
Sexual Acts Liability Endorsement $100,000 Each Claim $100,000 Aggregate $5,000 Deductible 05/01/1998 Retroactive Date
Health Insurance Portability and Accountability Act (HIPAA) - Civil Monetary Penalty Endorsement
Good Samaritan Endorsement
Subpoena and Deposition Assistance Supplementary Coverage
Trial Assistance Supplementary Coverage
Extended Reporting Period (bi-lateral): 12mos @ 150%; 24mos @ 175%; 36mos @ 200% of total Annual Premium Up to 7 years Extended Reporting Period available: See Endorsement in Policy
Longer Duration Extended Reporting Period Availability
Fees are Fully Earned
No Flat Cancellations
Minimum Earned Premium Endorsement

Scottsdale Insurance Company

PROPOSED TENANT USER'S LIABILITY COVERAGE (TULIP)

Higher limits may be available upon request

Special Events Liability Coverage:	Limits:
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Damages to Premises Rented to You	$100,000
Medical Expense (Any One Person)	$5,000
General Aggregate	**$2,000,000**
Products & Completed Operations Aggregate	**$2,000,000**
Deductible:	
Per Claimant as respects Bodily Injury, Property Damage, Advertising Injury & Personal Injury Including Loss Adjustment Expense	**$250**
Description of Coverage Forms, Endorsements & Exclusions include: (but not limited to)	
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier	
Commercial General Liability Coverage Form	
Additional Insured-State Or Governmental Agency Or Subdivision Or Political Subdivision Permits Or Authorizations Relating To Premises	
Amendment Of Insured Contract Definition	
Amendment Of Nonpayment Cancellation Condition	
Amendment To Other Insurance Condition	
Cancellation And Nonrenewal-Florida	
Claim Reporting Information	
Common Policy Conditions	
Contractors Special Conditions	
Endorsement A – Location Schedule	
Endorsement B – Rate Schedule	
Endorsement C – Schedule of Events requiring prior approval	
Endorsement D – Special terms and conditions	
Service Of Suit Clause	
Florida Policyholder Notice	
Limitation Of Coverage To Designated Premises, Project Or Operation	
Minimum And Advance Premium Endorsement	
Minimum Earned Cancellation Premium	
Policyholder Disclosure - Notice Of Terrorism Insurance Coverage	
Premium Audit	
Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	
Exclusion – All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component Parts, Equipment And Accessories	
Exclusion – Biometric Information	
Exclusion – Designated Chemicals, Compounds, Energy, Material Or Substances	
Exclusion – Designated Professional Services – Any And All Professional Services	
Exclusion – Total Aircraft, Auto Or Watercraft With Limited Exceptions	
Exclusion Of Certified Acts Of Terrorism	
Fungi Or Bacteria Exclusion	
Hydraulic Fracturing Exclusion	
Injury To Worker Exclusion	
Known Injury Or Damage Exclusion-Personal And Advertising Injury	
PFC/PFAS Exclusion	
Punitive Or Exemplary Damage Exclusion	
Total Assault And / Or Battery Exclusion	
Total Liquor Liability Exclusion	
Aircraft Exclusion	
Cannabis Exclusion with Hemp Exception	
Communicable Disease Exclusion	
Employment – Related Practices Exclusion	

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. A

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

LOCATION OF SCHEDULE

1. AMES PARK	173 SOUTH BEACH
2. ARROYO OAKS PARK	NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK	SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II	701 HAMMOCK LANE
5. DIX RIVERFRONT PARK	EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK	NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER	SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK	NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK	BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK	CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK	EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREETLAND THE HALIFAX RIVER
12. INDIAN MOUND PARK	NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK	BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK	700 HULL ROAD
15. ORMOND PARKWAY PARK	BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK	PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. RIVER BRIDGE GARDENS PARK Corrected	NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK	SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK	EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK	SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK	CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III	700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK	DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK	OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK	WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK	176 DIVISION AVENUE
27. CENTRAL PARK I	601 FELMING AVENUE
28. WEST ORMOND PARK	NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. NOVA COMMUNITY PARK Corrected	440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX	700 HULL ROAD
31. CASEMENTS CAMPUS	25 RIVERSIDE ROAD
CASEMENTS CULTURAL ENRICHMENT CENTER	
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)	
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT)	
SPECIAL USE SITES	
32. CITY HALL PLAZA	22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK	78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM	78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER	399 NORTH US #1
36. RIVERBEND NATURE PARK	AIRPORT RD
37. SENIOR CITIZENS CENTER	351 ANDREWS STREET
~~38. SENIOR CITIZENS CENTER ANNEX AND SHUFFLEBOARD COURTS~~	~~194 WEST GRANADA BOULEVARD~~

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AUTHORIZED REPRESENTATIVE DATE

INSURED

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. 2

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

No change in premium.

It is hereby agreed the policy is amended as follows:

The following locations are added to policy form UTS-3G Schedule of locations:

Birthplace of Speed - 21 Ocean Shore Blvd, Ormond Beach FL 32176
Firehouse Park - 364 S Atlantic Ave, Ormond Beach FL 32176
Haas Park - 902 W Granada Blvd, Ormond Beach FL 32174
Main Street Park - 34 W Granada Blvd, Ormond Beach FL 32174
Milton W Pepper Park - 6 Bayberry Court, Ormond Beach FL 32176
Environmental Discovery Center, 601 Division Avenue Ormond Beach FL 32174

Furthermore the following corrections are made to the schedule of locations:

location 17. should read: Bailey River Bridge / Gardens Park Building
location 29. should read: Nova Community Park and Community Center
Delete location 38. Senior Citizens Center Annex

All other terms and conditions remain unchanged.

/ 01/28/2021

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. B

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

EVENT	ATTENDEES	FLAT CHARGE PER DAY
ANNIVERSARY PARTY	1-75	$40.00
ART/CRAFT SHOW	76-175	$60.00
AUCTION	176-260	$85.00
AUTO SHOW	261-350	$110.00
BABY SHOWER	351-450	$135.00
BINGO	451-600	$160.00
BIRTHDAY PARTY		
CONVENTION		
DANCE (OVER AGE 21)		
EASTER EGG HUNT		
EXHIBITION		
FUNERALS		
MEETINGS (INCLUDING MEMORIAL SERVICE)		
PAGEANT		
PICNIC		
RECITAL (MUSIC, DANCE, SINGING)		
REUNION (FAMILY & SCHOOL)		
SEMINAR		
SPEAKING ENGAGEMENTS		
TALENT SHOW		
THEATRICAL PERFORMANCES		
TRADE SHOW		
WALK-A-THON		
WEDDING AND/OR RECEPTION		

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT	ATTENDEES	FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG)	1-140	$60.00
BANQUET AND COMMUNION	141-200	$85.00
CONCERT (OTHER THAN	201-285	$110.00
ALTERNATIVE, ROCK, HIP HOP,	286-350	$135.00
HEAVY METAL, RAP, GOTHIC)		
FISHING TOURNAMENT	351-425	$160.00
REUNION	426-500	$185.00
RUMMAGE SALE	501-600	$210.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT	ATTENDEES	FLAT CHARGE PER DAY
MARTIAL ARTS EVENT	1-115	$60.0
	116-175	$85.00
	176-230	$110.00
	231-290	$135.00
	291-350	$160.00
	351-400	$185.00
	401-500	$210.00
	501-600	$235.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

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AUTHORIZED REPRESENTATIVE DATE

INSURED

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. C

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT

ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY

PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS
SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

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AUTHORIZED REPRESENTATIVE DATE

INSURED

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. D

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
		TENANT USERS OF THE CITY OF ORMOND	09037

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING:

THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

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AUTHORIZED REPRESENTATIVE DATE

INSURED

Certain Underwriters at Lloyd's of London (CFC)

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Cyber Coverage: *Claims Made and Reported*	Limits of Liability:	Retentions:
Insuring Clause 1: Cyber Incident Response		
A. Incident Response Costs	$1,000,000	$0
B. Legal Regulatory Costs	$1,000,000	$25,000
C. IT Security and Forensic Costs	$1,000,000	$25,000
D. Crisis Communication Costs	$1,000,000	$25,000
E. Privacy Breach Management Costs	$1,000,000	$25,000
F. Third Party Breach Management Costs	$1,000,000	$25,000
G. Post Breach Remediation Costs: *Subject to a max 10% of all sums paid as a direct result of cyber event*	$50,000	$0
Insuring Clause 2: Cyber Crime		
A. Funds Transfer Fraud	$250,000	$25,000
B. Theft of Funds Held in Escrow	$250,000	$25,000
C. Theft of Personal Funds	$250,000	$25,000
D. Extortion	*Not Covered **	
E. Corporate Identity Theft	$250,000	$25,000
F. Telephone Hacking	$250,000	$25,000
G. Push Payment Fraud	$50,000	$25,000
H. Unauthorized use of Computer Resources	$250,000	$25,000
Insuring Clause 3: System Damage & Business Interruption		
A. System Damage and Rectification Costs	$1,000,000	$25,000
B. Income Loss and Extra Expense	$1,000,000	$25,000
C. Additional Extra Expense	$100,000	$25,000
D. Dependent Business Interruption	$1,000,000	$25,000
E. Consequential Reputational Harm	$1,000,000	$25,000
F. Claim Preparation Costs	$25,000	$0
G. Hardware Replacement Costs	$1,000,000	$25,000
The following insuring clauses are subject to an Aggregate Limit		
Insuring Clause 4: Network Security & Privacy Liability		
A. Network Security Liability	$1,000,000	$25,000
B. Privacy Liability	$1,000,000	$25,000
C. Management Liability	$1,000,000	$25,000
D. Regulatory Fines	$1,000,000	$25,000
E. PCI Fines, Penalties, Assessments	$1,000,000	$25,000
Insuring Clause 5: Medial Liability		
A. Defamation	$1,000,000	$25,000
B. Intellectual Property Rights Infringement	$1,000,000	$25,000
Insuring Clause 7: Court Attendance Costs		
In the Aggregate	$100,000	$0
Policy Aggregate Limit:	**$1,000,000**	

Rating Basis:	2022 Exposure	2023 Exposure
Financials: Net Position FYE of previous year	$204,126,574	$214,356,446

Certain Underwriters at Lloyd's of London (CFC)

PROPOSED CYBER LIABILITY COVERAGE *(Continued)*

Higher limits may be available upon request

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
CFC Cyber, Private Enterprise Claims Made and Reported / Discovery Coverage form
Retroactive Date: Full Prior Acts
Defense is inside the limit
Insuring Clauses 1-3: Limit of Liability Each and Every Claim Deductible Each and Every Claim
Insuring Clauses 4-5: Aggregate Limit of Liability: in the Aggregate, including costs and expenses Deductible: Each and Every Claim; including costs and expenses
Insuring Clause 3: Sections B&D are sub-limited to $1mil in respect of System Failure
Business Operations: Municipality
Legal Action: Worldwide
Territorial: Worldwide
Reputational Harm Period: 12 months
Indemnity Period: 12 months
Waiting Period: 8 Hours
Optional Extended Reporting Period: 12 months @ 100% of applicable annualized premium
Contingent Bodily injury Amendatory Clause Endorsement
Policyholder Disclosure Notice of Terrorism Insurance Coverage
Risk Management Timetable Condition Clause
ECC Insurance Brokers Amendatory Clause: $250K sub-limit for invoice manipulation
Extortion Coverage is Not Covered * This was removed since the State of FL passed a law in November banning ransom payments for cyber extortion events for public entities only. https://www.floridabar.org/the-florida-bar-news/florida-prohibits-state-agencies-from-paying-cyber-ransoms/ Although some carriers do keep it on the quote, CFC does not since no payments can be legally reimbursed. Although they are not offering extortion, they are still covering the costs of the claim including the response, forensics, legal costs and liability of a ransomware attack. They just cannot pay the ransom payments.

Certain Underwriters at Lloyds, London (Hiscox)

PROPOSED ACTIVE SHOOTER LIABILITY COVERAGE

Higher limits may be available upon request

Active Shooter and Malicious Attack Property and Liability Coverage:	**Limits:**
Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000
Sub-limits (part of / not in addition to the limits)	
Additional Security Measures	$250,000
Counseling	$250,000
Public Relations	$250,000
Miscellaneous Crisis Management Expenses	$250,000
Medical Payments and Funeral Expenses	$1,000,000

Deductibles:	
Each Occurrence	$10,000
Waiting Period	None

Active Shooter Rating Basis:	
2023 Total Insurable Values	$160,282,415
2022 Total Insurable Values	$160,511,415

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
General Terms and Conditions
Active Shooter and Malicious Attack Property and Liability Coverage form *(1st and 3rd Party Liability)*
Lloyd's Syndicate (33) Endorsement
Premium Payment Clause (Reinsurance)
Service of Suit Endorsement
Florida Amendatory Endorsement
Policyholder Disclosure Notice of Terrorism Insurance Cover
Economic and Trade Sanctions Policyholder Notice
Policyholder Complaints and Comments
Minimum Earned Premium – 25%
No Flat Cancellations

Global Aerospace Inc *

PROPOSED DRONE HULL & LIABILITY COVERAGE

Client ultimately chooses limits of liability and values insured

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial Liability:	Limits:
Bodily Injury & Property Damage Liability Each Occurrence	$1,000,000
Passenger Liability	Excluded
Passenger War Liability	Included
Third Party War: Annual Aggregate	$1,000,000
Fire Legal Liability	$100,000
Medical Services Expense	$5,000
Non-Owned Liability: Any Unmanned Aircraft less than 55 lbs	$1,000,000
Including	
Third Party War: Annual Aggregate	$1,000,000
Medical Expense	$5,000
Deductible:	***N/A***

Hull Physical Damage Schedule:	Limits:	Hull Deductible:
2021 SKYDIO X2; #1688BE10JA0O7755	$22,000	
Hull Rate	*8.10471*	
In Motion Deductible		10%
Not In Motion Deductible		10%
SKYDIO Controller; #SEC-35CV (No Liability)	$5,000	
Hull Rate	*1.620259*	
In Motion Deductible		10%
Not In Motion Deductible		10%

Global Aerospace, Inc. Program Carrier Participation: *
American Alternative Insurance Corporation
American Commerce Insurance Company
National Indemnity Company of the South
Tokio Marine America Insurance Company

Global Aerospace Inc *

PROPOSED DRONE HULL & LIABILITY COVERAGE *(Continued)*

Client ultimately chooses limits of liability and values insured

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Electronic Data Event Liability Exclusion
Additional Insured
Amendment of Defined Terms
Limited Liability War Exclusion Limited Coverage
Limited Physical Damage War Exclusion Limited Coverage
Electronic Date Recognition Exclusion Limited Coverage
Expenses for Medical Services
Liability for Sale of Aircraft, Aircraft Parts or Services
Terrorism (TRIA) Coverage – Hull & Liability
Premises Coverage
Fire Legal Liability
Expanded Contractual Liability Endorsement
Ground Equipment Physical Damage Endorsement
Non-Owned Aircraft Liability – Unmanned Aircraft System
TRIA Disclosure
Florida Amendatory
The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.
The insured value of any newly acquired aircraft or any scheduled aircraft modified during the policy period is subject to the Maximum Insured Value Limit which shall be the highest insured value of any scheduled aircraft insured at the time such newly acquired aircraft is acquired or such modified scheduled aircraft is modified.

Global Aerospace, Inc. Program Carrier Participation: *
American Alternative Insurance Corporation
American Commerce Insurance Company
National Indemnity Company of the South
Tokio Marine America Insurance Company

Crum & Forster Specialty Insurance
Policy Period: 4/29/2023-4/29/2024

STORAGE TANK POLLUTION LIABILITY

Higher limits may be available upon request

Storage Tank Pollution Liability:	Limits:
Policy Aggregate	$2,000,000
Each Confirmed Release	$1,000,000
Defense Expense Aggregate	$1,000,000

Schedule of Storage Tanks, Showing Deductible by Location:

Site	Tank Type	Install Year	Capacity (Gallons)	Deductible	Retroactive Date
Water Plant	AST	2004	6,000	$5,000	4/29/2014
Water Plant	AST	2008	5,200	$5,000	4/29/2014
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	AST	2007	6,000	$5,000	7/8/2021
Trans Station WW Plant	AST	2008	6,000	$5,000	4/29/2022
Trans Station WW Plant	AST	2007	4,000	$5,000	4/29/2022
Trans Station WW Plant	AST	2011	7,000	$5,000	4/29/2022

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Storage Tank Pollution Policy
Deductible Endorsement
Mandatory Notice Of Voluntary Removal Or Replacement Of Underground Storage Tanks System
Covered Storage Tank Coverage Endorsement
Aboveground Storage Tank Pollution Condition Definition Amendatory Endorsement
Loading Or Unloading Coverage Endorsement
Financial Responsibility Certificate Of Insurance – FL
Schedule Of Forms And Endorsements`
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders
Privacy Notice
Emergency Response Hotline
Notice Of Loss All
Claims Reporting
Service Of Process Clause
Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to loW. rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Prop, Breakdown, IM, Auto PD, Work Comp	Preferred Governmental Insurance Trust	Not Rated	
	Flood	Wright National Flood Insurance Company		
**	GL POL EPLI			
	Crime	Travelers Casualty and Surety Company of America		
	AD&D	ACE American Insurance Company		
**	Professional			
**	TULIP	Scottsdale Insurance Company		
**	Cyber	Lloyds of London (CFC)	A	XV
**	Active Shooter	Lloyds of London (Hiscox)	A	XV
** ** ** **	Drone	American Alternative Insurance Corporation American Commerce Insurance Company National Indemnity Company of the South Tokio Marine America Insurance Company		
**	Storage Tank Pollution	Crum & Forster Specialty Insurance Company		

***** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.***

****** Preferred Governmental Insurance Trust is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However, Preferred Governmental Insurance Trust's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.***

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida – Daytona Beach, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown presented other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through ***Preferred*** **Governmental Insurance Trust** ("***Preferred***"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: **City of Ormond Beach, FL**
Policy Number: **TBD**
Policy Period: **10/01/2023 to 10/01/2024**
Date of Notice: **Date of this Proposal**

*** A.M. Best Rating Guide:** **Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

At my direction, Brown & Brown of Florida, Inc. – Daytona has placed my coverage in the surplus lines market. As required by [Florida Statute 626.916], I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the [Florida Insurance Guaranty Association] with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Ormond Beach

Named Insured

Signature of Insured's Authorized Representative — Date

Printed Name of Authorized Representative — Date

1. **Excess Liability (GL EBL POL EPLI)** — **Effective: 10/01/2023**
   a. Illinois Union insurance Company
2. **Professional Liability (EMT/Paramedics)** — **Effective: 10/01/2023**
   a. Evanston Insurance Company
3. **Tenant Users Liability** — **Effective: 10/01/2023**
   a. Scottsdale Insurance Company
4. **Cyber Liability** **Effective: 10/01/2023**
   a. Certain Underwriters at Lloyds of London (CFC)
5. **Active Shooter Liability** — **Effective: 10/01/2023**
   a. Certain Underwriters at Lloyds of London (Hiscox)
6. **Drone Hull & Liability** — **Effective: 10/01/2023**
   a. American Alternative Insurance Corporation (59.24%)
   b. American Commerce Insurance Company (10.00%)
   c. National Indemnity Company of the South (18.39%)
   d. Tokio Marine America Insurance Company (12.37%)
7. **Storage Tank Pollution Liability** — **Effective: 04/19/2023**
   a. Crum & Forster Specialty Insurance Company

Type of Insurance / Name of Excess and Surplus Lines Carrier

Steve Farmer

Producing Agent Name — License Number

APPENDIX

Brown & Brown INSURANCE®

INSURANCE COVERAGE REVIEW

Insured: | **Policy Term Date:**

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			

	E	C	Q
	Y/N	Y/L/N	Y/N
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			

	E	C	Q
	Y/N	Y/L/N	Y/N
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P +I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned			
Aviation - Non-Owned			

	E	C	Q
	Y/N	Y/L/N	Y/N
MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

Insured Representative's Name / Title

Date, Time & Location Process Was Completed With Insured

Brown & Brown Representative Signature

Preferred Governmental Insurance Trust
Excess Insurance Structure

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

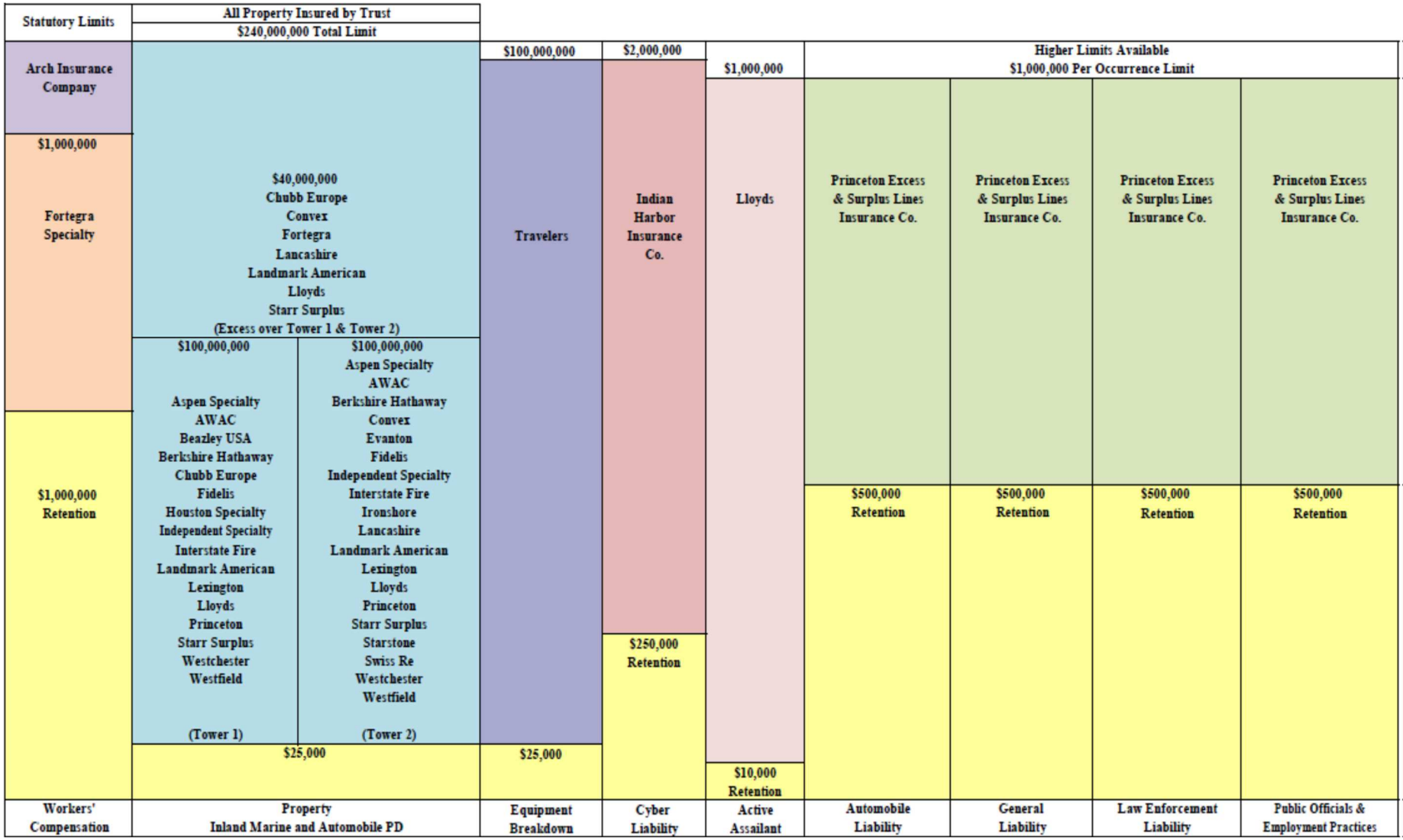
PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
MUNICIPALITY EXCESS INSURANCE STRUCTURE 23-24



COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services.

Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services. Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9 .75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

RELATED INFORMATION

Compensation: If we are being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that the contract specifies our compensation and states anywhere in the document that additional compensation will not be paid to us or any other party, any additional compensation to us or any other party, including wholesale brokers or third-party intermediaries, is strictly prohibited. Likewise, if our contract sets compensation based upon a fixed dollar amount or fixed percentage fee, and the contract specifies that additional compensation shall be credited to the insured, any additional compensation to any party, including brokers, wholesale brokers or third-party intermediaries, must be promptly returned to you. If our contract is not based upon such fixed fee terms, no owned or affiliated party, including brokers, wholesale brokers or third-party intermediaries, may accept any type of compensation without full disclosure by the undersigned broker to you of the dollar amount or percentage of compensation prior to binding your coverage.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is $100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or $300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

Symbol	Description
1	***Any Auto.***
2	***Owned Autos only.*** Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	***Owned private passenger autos only.*** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	***Owned autos other than private passenger autos only.*** Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	***Owned autos subject to no-fault.*** Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	***Owned autos subject to a compulsory uninsured motorists law.*** Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	***Specifically Described Autos.*** Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	***Hired Autos Only.*** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	***Non-owned Autos Only.*** Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

WORKERS' COMPENSATION DEFINITIONS

PART A:
Workers' Compensation pays for all medically necessary remedial treatment, care, and attendance by a health care provider for as long as necessary to enable the employer to fully recover. There are no deductibles and no limits on payments.

Compensation for Disability is designed to partially reimburse the injured employee for inability to perform normal work, following a compensable injury.

There are specific classifications of disabilities:
- Permanent Total
- Temporary Total
- Permanent Impairment
- Temporary Partial

Compensation for death is payable if resulting within one year from the accident causing injury, or if it follows continuous disability and results from the accident within five years, thereafter the total amount that may be paid out over time is $150,000.

PART B:
This coverage will pay for all sums which you are legally obligated to pay because of bodily injury by accident or disease sustained by any employee arising out of their employment. This coverage is distinct from any Workers' Compensation claim. Recent suits have been successfully based on a variety of grounds from a number of different parties including spouses and children.

"MONOPOLISTIC STATES INCLUDING A COMMONWEALTH IN ASSOCIATION WITH THE UNITED STATES STOP LOSS COVERAGE"

This endorsement is used to provide Part B - Employers Liability coverage for operations that are conducted in a monopolistic fund state. It is needed because Workers' Compensation policies written by these state fund do not provide this coverage.

Monopolistic States: North Dakota, Ohio, Washington, Wyoming, and Puerto Rico

The client must contact the above states directly to obtain Workers' Compensation coverage.

EXPERIENCE MODIFICATION FACTOR

For eligible risks, the National Council on Compensation insurance (NCCI) computes an experience modification which is a multiplier that must be applied to the manual premium for any eligible risk by any company insuring the risk.

Rating is based on the experience period which is the past three years, excluding the immediate preceding year. The experience period includes only completed policy periods within the three years.

Your experience modification applies for a period of one year from the effective date of it promulgation.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at TDebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at DSmurdon@bbdaytona.com.

7/26/2023

YEAR	Date of Incident	Brief Description of Incident	Type of Loss	OPEN CLOSED	TOTAL INCURRED
2013	10/1/2012	Trip and Fall	personal injury	closed	
	2/7/2013	personal injury	personal injury	closed	
	6/4/2013	alleged damage to knees & tooth	personal injury	closed	
	9/26/2013	injuries from Police handcuffing	personal injury	closed	
					$ 23,687
2014					
	9/30/2014	sewer backup; damage floor, walls, contents	property damage	closed	
	11/15/2013	injured in drug raid/car chase	personal injury	closed	
	10/13/2014	Motorcycle crash, city vehicle		closed not GL	
	12/17/2014	ADA & Civil Rights Violation	personal injury	closed	$ -
2015					
	1/10/2015	son injured playing basketball/Central Pk/Fleming	personal injury	closed	
	2/17/2015	ADA Discrimination	personal injury	closed	
	4/10/2015	mva; injuries	personal injury	closed not GL	
	5/1/2015	Ordinance Violation-Offender		closed not GL	
	5/17/2015	trip/fall injuries NOT CITY	personal injury	closed	
	3/27/2015	injuries from mva	personal injury	closed not GL	
	7/30/2015	Injured due to fall in hole on JAD	personal injury	closed	
	6/17/2015	Police Investigation/Warrant trip/fall on sidewalk;	personal injury	closed	
	8/6/2015	Trip/Fall on Sidewalk Injured	personal injury	closed closed	
					$ 139,810
2016					
	4/25/2016	trip/fall on sidewalk; injuries?	personal injury	closed	
	3/29/2015	medical malpractice		closed	
	9/10/2016	accident with police vehicle wrongful seizure of person	property damage and personal injury personal injury	closed closed	
	6/5/2016				
					$ 8,109
2017	NO CLAIMS				
2018	NO CLAIMS				
2019	5/11/2019	Motorcycle crash w injuries on city street	personal injury	Closed	
					$ 123,000
2020	NO CLAIMS				
					$ -
2021	NO CLAIMS				
					$ -
2022	NO CLAIMS				
					0

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Inland Marine Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
001	Unscheduled Items		Blanket Unscheduled	10/01/2023 / 10/01/2024	$2,766,589.00	$25,000
002	2015 Vac Con	5146839	Communication Equipment - ACV	10/01/2023 / 10/01/2024	$245,739.00	$25,000
003	2003 Cat 928G,	DJD00455	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$137,096.00	$25,000
004	2001 Cat Grader	6YN00043	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$88,154.00	$25,000
005	1997 Ford F6640 Tractor,	075755B	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$48,887.00	$25,000
006	John Deere 3225C	TC3225C020222	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$34,784.00	$25,000
007	2007 Gradall X	210017887	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$188,785.00	$25,000
008	1999 Caterpillar 938G Construction Equip	4YS0952	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$146,464.00	$25,000
009	2009 Caterpillar Mt525Bbmwr Construction Equip	T261073	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$115,268.00	$25,000
010	2010 Toro Reel Master Mowing Tractor	3100001777	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$63,214.00	$25,000
011	2013 CAT 259B3	CAT0259BTYYZ05845	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$68,334.00	$25,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
012	2014 CAT Excavator	CAT0305EVXFA03703	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$66,360.00	$25,000
013	2016 CAT 420F2	CAT0402FCJWC0048	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$94,882.00	$25,000
014	2018 Mini Excavator 305E2	CAT0305EJHM06498	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$67,311.00	$25,000
015	2018 Loader 938M	CAT0938MHJ3R05295	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$213,221.00	$25,000
016	2020 Cat Wheel Loader 938M	J3R08189	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$221,330.00	$25,000
017	Unscheduled Items		Electronic Data Processing Equipment - RC	10/01/2023 / 10/01/2024	$114,750.00	$25,000
018	28 - MSA-SCBA G1 Respirators ($6,435 Each)	2502-G101 thru G128	Emergency Services Portable Equipment - ACV	10/01/2023 / 10/01/2024	$180,173.00	$25,000

Total	$4,861,341.00

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Property Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	City Hall	22 South Beach Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$5,865,600	$1,635,000
002	Police Station	170 West Granada Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$3,313,000	$266,000
003	Police Station-Automatic Gate & Fencing	170 West Granada Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$59,200	$0
004	Legal Building -Ames House	173 South Beach Street Ormond Beach Florida 32176	119 - JM	10/01/2023	10/01/2024	$250,900	$87,600
005	Ormond Memorial Art Museum	78 East Granada Avenue Ormond Beach Florida 32176	119 - JM	10/01/2023	10/01/2024	$3,500,000	$372,000
006	Fire Station #91	364 South Atlantic Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,054,500	$130,200
007	Fire Station #92	189 South Nova Road Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,407,900	$161,900
008	Fire Station #93	300 Wilmette Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,245,400	$149,000
009	Fire Station #94	2301 Airport Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$882,500	$115,800
010	Bailey's River Bridge Garden	1 North Beach Street Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$115,230	$48,500

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Ormond Beach Tennis Center-Macdonald House	38 East Granada Avenue Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$500,100	$25,000
012	The Casements	25 Riverside Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$2,281,300	$825,800
013	Cassen Park - Riverfront Pier & Gazebo	1 S. Beach Street Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$1,215,000	$0
014	Cassen Park -Square Foating Dock, Decorative Lighting, Ada Kayak	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,300	$0
015	Bait House @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$79,000	$0
016	Sign @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$4,610	$0
017	Gazebo @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$24,600	$0
018	Ormond Beach Senior Center	351 Andrews Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$872,000	$146,000
019	Ormond Beach Senior Center - Craft Center	351 Andrews Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$359,200	$15,000
020	South Ormond Neighborhood Center	176 Division Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,915,000	$214,200
021	South Ormond Neighborhood-Playground,Softball Field Lighting, Fencings,	176 Division Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$247,200	$0
022	Nova Community Center	440 North Nova Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$3,271,400	$314,500
023	Performing Arts Center	399 North Us Highway 1 Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$2,687,900	$430,600

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Performing Arts Center - Monument Sign	399 North Us Highway 1 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$77,250	$0
025	Ormond Beach Municipal Airport Control Tower	760 Airport Road Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$801,600	$678,700
026	Ormond Beach Municipal Airport - Screen & Monument Sign	760 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$77,250	$0
027	Pace Center For Girls	208 Central Avenue Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$1,434,700	$226,700
028	Fleet Operations	500 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$2,169,600	$937,200
029	Public Works - Streets & Maintenance	501 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$668,900	$365,000
030	Public Works - Utilities Maintenance	501 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$1,097,800	$225,000
031	Bailey's River Bridge Gardens Pump Station	Beach Street At Granada Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$149,700	$0
032	Fleet Maint- Reuse Tank - 3M	500 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,560,000	$0
033	Public Works/Fleet Maint- Reuse Tank - 4M	501 N Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$3,071,000	$0
034	Riverview Pump Station	Beach Street At Riverview Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$147,700	$0
035	Seminole Drive Lift Station	205 Seminole Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$844,900	$0
036	Maintenance/Storage Building	35 Breakaway Trails Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$212,900	$108,400

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Shadow Crossings Pump Station	Shadow Crossings Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$363,200	$0
038	Ground Storage Tank	Shadow Crossings Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,299,000	$0
039	5M Lift Station	Sr 40 & Mizners Branch Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$731,400	$0
040	6M Lift Station	390 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,010,600	$0
041	Control/Admin Building	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$2,579,400	$0
042	Final Effluent Tank & Chloride Contact/Equalization	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,853,800	$0
043	Influent Pump Station/Wetwell	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$2,481,100	$0
044	Cl2/S02 Building-Bulk Chemical Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$299,300	$0
045	Effluent Pumping Station 1-3 & Abw Filter	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$228,000	$0
046	Centrifuge Builiding/Platform	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$1,207,900	$0
047	Alum Pump & Polymer Building	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$554,500	$0
048	Maintenance Bldg	550 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$297,100	$118,800
049	Clarifier #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Clarifier #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
051	Clarifier #3	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
052	Clarifier # 4	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
053	Ras Pump Room	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,093,700	$0
054	Carousel/Aeration Chamber #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,542,700	$0
055	Post Anoxic Reactors	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,135,500	$0
056	Carousel/Aeration Chamber #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,925,700	$0
057	Recycle Pump Station Bldg	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,361,100	$0
058	Fermentation Train & Gen Bldg	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$2,881,200	$0
059	Digester #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$707,800	$0
060	Digester #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$707,800	$0
061	Digestor Blowers (2)	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$154,600	$0
062	Headwork/Teacup Degritter	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,188,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Gravity Thickner	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$244,400	$0
064	Auto Backwash Filter	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,426,900	$0
065	Influent Fuel Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$70,000	$0
066	Wet Well Odor Control	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$231,200	$0
067	Mainland Pump Station	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$347,700	$0
068	Screw Lift Pump Station	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,415,500	$0
069	Storage Building	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$99,840	$27,750
070	Fuel Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$89,500	$0
071	Splitter Box (Fermentationtrain) -015	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$461,200	$0
072	Splitter Box - 020	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$512,400	$0
073	Carousel Re-Aerator Blower System	550 North Orchard Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$574,000	$0
074	Decant Tank # 3 Pump Building	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$187,300	$0
075	Anoxic Swing Zone Blower System	550 North Orchard Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$321,800	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Cummins Generator/Tank/Enclosure	550 North Orchard Street Ormond Beach Florida 32174	244 - Mechanical Equipment	10/01/2023	10/01/2024	$686,400	$0
077	WTP-Water Adminstration Bldg Ops Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$1,656,300	$8,666,000
078	WTP - Utility & Maintenance Office	298 Tomoka Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$247,700	$119,400
079	WTP - Claricone # 1/Clarifier	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,220,200	$0
080	WTP - Claricone # 2/Clarifier	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,220,200	$0
081	WTP - Aerator Building	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$417,900	$0
082	WTP - Polymer Building	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$321,000	$0
083	WTP-Distribution Box	298 Tomoka Avenue Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$127,200	$0
084	WTP- Aerator Scrubber Platform	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$238,800	$0
085	WTP - High Service Pump Building	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,437,200	$0
086	WTP - Centrifuge Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$768,800	$0
087	WTP- Sludge Pump Thickener	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$107,200	$0
088	WTP- Scrubber/Odor Control	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$564,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	WTP - North Fuel Storage Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$141,600	$0
090	WTP - New Maintenance Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$135,800	$106,700
091	WTP-Sand Filter -Water Filters	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$439,400	$0
092	WTP-Sulfuric Acid Storage W/ Wall	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$60,000	$0
093	WTP- Distribution Storage	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$154,940	$83,300
094	WTP - Transfer Pump /Clearwell 1&2	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$628,500	$0
095	WTP - Clearwell # 3 & Pumps	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$286,000	$0
096	WTP- Sludge Lagoons /Pump Station	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$243,800	$0
097	WTP-Backwash Stg Tank/Recovery Basin	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$239,200	$0
098	WTP-Carbon Dioxide Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$435,000	$0
099	WTP- North Generator Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$367,200	$0
100	WTP- Water Filter / Filter Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$864,700	$0
101	WTP - Ground Water Stg Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,979,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	WTP - Sodium Hypochlorite Stg Area	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,283,500	$0
103	WTP - South Generator Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$696,300	$0
104	WTP- Hydro Fluosilicic Storage	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$11,000	$0
105	WTP - Splitter Box	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$78,100	$0
106	WTP - Sand Filter # 1	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$298,100	$0
107	WTP - Sand Filter # 2	298 Tomoka Avenue Ormond Beach Florida 32176	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$298,100	$0
108	WTP - Lime Silo Building (Comperssor Bldg)	298 Tomoka Avenue Ormond Beach Florida 32176	111 - MNC	10/01/2023	10/01/2024	$495,800	$0
109	WTP - Recarb- Water Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$773,400	$0
110	WTP - Water Tower - Elevated	298 Tomoka Avenue Ormond Beach Florida 32174	225 - Elevated Liquid Storage Tank	10/01/2023	10/01/2024	$2,225,000	$0
111	Leeway Tank	Leeway Trails Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$4,971,000	$0
112	Ground Storage Tank	Standish Drive Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,414,000	$0
113	Standish Pump Station	Standish Drive Ormond Beach Florida 32176	251 - Pump/Lift Station	10/01/2023	10/01/2024	$710,400	$0
114	Gazebo & Dock	133 South Beach Street Ormond Beach Florida 32176	257 - Waterfront Structures	10/01/2023	10/01/2024	$75,900	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	American Legion	156 North Britain Avenue Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$287,400	$20,000
116	Sign - Fortunato Park	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$11,330	$0
117	Restroom	2 John Anderson Drive Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$83,190	$0
118	Ormond Hotel Cupola (Historic)	2 John Anderson Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$88,300	$0
119	Gazebo/Dock	2 John Anderson Drive Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$121,400	$0
120	Fortunato Park-Metal Sculpture	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$25,800	$0
121	Fortunato Park-Playround, Pier/Sidewalk Lighting & Decorative	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$52,000	$0
122	Granada Bridge Pedstrian Underpass & East & West Side Guardrails	2 John Anderson Drive Ormond Beach Florida 32174	202 - Bridges	10/01/2023	10/01/2024	$85,800	$0
123	City Hall Plaza -Dolphin / Fountain	22 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
124	Performing Arts Sculpture	399 North Us Highway 1 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$41,200	$0
125	Concession Stand/Restroom	420 N. Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$198,500	$40,000
126	Lights - 5 Fields	420,423,460 N. Nova Road Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$343,800	$0
127	Racquet Ball Court & Skate Park & Basket Ball Court	430 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$150,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	Nova Tennis Center	430 North Nova Road Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$59,500	$11,600
129	E. Field Concession & Rest Rooms	432 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$67,900	$13,100
130	Nova Maintenance Building	450 North Nova Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$76,850	$41,600
131	Truck Wash	500 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$12,100	$1,000
132	Reuse Tank Pump Station	500 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$911,800	$0
133	Baseball Field - Kiwanis Field #4	700 Hull Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$201,300	$0
134	Pump House	700 Hull Road Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$55,500	$0
135	Office & Lounge	700 Hull Road Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$94,050	$52,000
136	Soccer Concession & Restroom	30 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$148,700	$35,000
137	Baseball Building-Wendelstad t & Rest Rooms	700 Hull Road Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$247,800	$25,000
138	Soccer Pavilion	70 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$228,500	$30,000
139	Athletic Field Maint.	700 Hull Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$332,700	$108,400
140	Pump House	700 Hull Road Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$8,200	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Electrical Eqpt Throughout Complex	700 Hull Road Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$16,500	$0
142	Restroom Pavilion	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$43,900	$0
143	Metal Sculpture	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$41,200	$0
144	Metal Sculpture	Fire Station 92 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$33,000	$0
145	Lights, Softball Complex	50 Doug Thomas Way Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$213,200	$0
146	Restroom/Concessi on/Sb Complex	50 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$215,240	$37,000
147	Restrooms	329 Sanchez Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$112,990	$0
148	Pavilion	329 Sanchez Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$51,300	$0
149	Enviromental Learning Center	601 Fleming Ave Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$239,400	$150,000
150	City Of Ormond-Decorative Street Lights	Sr 40 & W Granada Blvd Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$427,500	$0
151	Obsc Smith Field House	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$487,500	$46,800
152	Football Field Press Box & Bleachers	80 Doug Thomas Way Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$371,700	$0
153	Limitless Playground	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$161,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Ada Playground	70 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$62,000	$0
155	Obsc Irrigation Pump Houses/Stations, Wells, Electrical Equipment	70 Doug Thomas Way Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$77,300	$0
156	Restroom/Concessi on	20 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$231,730	$28,400
157	Property In The Open	1375 Harmony Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$955,400	$0
158	Rockefeller Gardens: Stage/Tower, Water Wheel, Electrical System, Park	26 Riverside Dr site 51 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$66,500	$0
159	Central Park-Restrooms, Fountains, Playground,	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$61,000	$0
160	Birthplace Of Speed-Gazebo, Ada Ramp, Observation Deck, Ormond	21 Ocean Shore Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$8,600	$0
161	Airport Business Park - 2 Monument & 1 Wayfinding Sign	1 Sunshine Blvd & 2 Sunshine Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
162	Roadway Lighting 35' Green Poles W/400W Fixtures	W Granada Blvd & Us 1 & Beach St Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$206,000	$0
163	Downtown Banner - St 40 @ Washington St	166 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$28,840	$0
164	Osceola Elementary Pavillion & Restroom	120 Coquina Dr. Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$104,000	$0
165	Woodmere Subdivision Sign/Woodmere Park	630 N Ridgewood Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$1,380	$0
166	Welcome Signs - Wall Mount	1561 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$10,300	$0

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167	Welcome Signs - Wall Mount	1622 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$10,300	$0
168	Welcome Signs - Monument Style	1470 W Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
169	Welcome Signs - Monument Style	1000 N Us 1 Hwy Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
170	Welcome Signs - Monument Style	692 S Yonge St Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
171	Welcome Signs - Monument Style	910 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
172	Retention Pond Fountain (1)	585 N Nova Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
173	Retention Pond Fountain (1)	605 N Nova Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
174	Retention Pond Fountain (1)	470 Lakebridge Dr Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
175	Retention Pond Fountain (1)	801 Division Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
176	Retention Pond Fountain (1)	1075 Arroyo Parkway Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
177	Retention Pond Fountain (3)	135 S Old Kings Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
178	River Bend Golf Restaurant/Clubhouse/Golf Shop	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$643,700	$167,600
179	Cart House	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$408,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Maintenance Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$309,700	$30,000
181	Chemical Storage Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$7,800	$13,000
182	Oil Storage Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$5,400	$1,000
183	Irrigation Pump House & Equip - (Driving Range)	730 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$64,200	$0
184	Comfort Station #6	730 Airport Rd Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$41,100	$0
185	Comfort Station #10	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$41,100	$0
186	Irrigation Pump House & Equip - (Hole #10)	730 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$68,500	$0
187	Golf Starter Booth	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$24,890	$0
188	Fuel Storage Building	730 Airport Rd Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$19,000	$0
189	Wooden Bridge	730 Airport Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$105,840	$0
190	Batting Cages & Cage Lights, Shade Structures, Bleachers	440 N Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$453,500	$0
191	Sonc Light Poles (5 Poles)	176 Division Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$12,400	$0
192	Pump House, Storage Tank	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$3,313,300	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
193	Pal House	194 Central Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$143,070	$52,000
194	Ames Park (Dock, Pavillion, Art/Sculptures)	195 S Beach St Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$62,300	$0
195	Pavilion	25 Riverside Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$35,910	$0
196	Obsc Light Poles 85	700 Hull Rd Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$976,700	$0
197	Property In The Open	22 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$4,000	$0
198	Meeting Room	173 South Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$102,980	$6,780
199	Restroom	173 South Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$54,420	$0
200	Pavilion	173 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$25,460	$0
201	Property In The Open	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$64,200	$0
202	Property In The Open	189 South Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$69,200	$0
203	Property In The Open	300 Willmette Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$43,400	$0
204	Property In The Open	2301 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$59,500	$0
205	Property In The Open	1 North Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$23,200	$0

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206	Property In The Open	38 East Granada Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$124,200	$0
207	Concrete Floating Dock	1 S Beach St Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$266,760	$0
208	Restroom	1 S Beach St Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$82,340	$0
209	Pavilion	176 Division Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$51,680	$0
210	Storage Building	176 Division Street Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$29,470	$8,400
211	Skate Park Shop	450 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$35,000	$7,500
212	Pavilion #1	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$97,000	$0
213	Pavilion #2	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,870	$0
214	Pavilion #3	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$50,255	$0
215	Electrical Building	440 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$1,500	$5,000
216	Property In The Open	440 N Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$405,200	$0
217	Office/Breakroom Building B	208 Central Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$263,500	$87,600
218	Storage Building	208 Central Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$65,450	$10,300

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219	Property In The Open	208 Central Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$44,200	$0
220	Fuel Islands (2)	500 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$44,700	$8,800
221	Property In The Open	500 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$245,600	$0
222	Property In The Open	501 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$44,700	$0
223	Property In The Open	205 Seminole Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$115,500	$0
224	Effluent-Bat Lift Station	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$187,800	$0
225	Reuse Pump Station	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$833,500	$0
226	Property In The Open	35 Breakaway Trails Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$244,400	$0
227	Property In The Open	390 Tomoka Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$121,300	$0
228	Machine Control Center	550 North Orchard Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$867,300	$0
229	Chemical Storage Building	550 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$66,400	$58,800
230	Property In The Open	550 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$123,100	$0
231	Property In The Open	278 Tomoka Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$310,800	$0

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232	Field Storage #1 (2)	80 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$32,450	$6,940
233	Field Storage #2	80 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$5,280	$1,120
234	Limitless Pavilion	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$39,330	$0
235	Shuffleboard Building	50 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$166,900	$1,000
236	Shuffleboard Pavilion (2)	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$98,610	$0
237	Dugouts (4)	80 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$47,200	$0
238	Pride Concessions	700 Hull Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$180,900	$27,100
239	Covered Walkway	80 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$14,450	$0
240	Restroom/Storage	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$240,500	$0
241	Concessions/Restroom	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$153,900	$26,600
242	Boardwalk	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$5,660	$0
243	Observation Deck	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$44,980	$0
244	Florating Docks (5)	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$72,420	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
245	Property In The Open	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$17,300	$0
246	Restroom	601 Fleming Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$51,000	$0
247	Pavilion	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$53,580	$0
248	Boardwalk/Observation Area	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$84,280	$0
249	Pavilion #1	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,430	$0
250	Pavilion #2	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,430	$0
251	Boardwalk & Docks	601 Hammock Lane Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$149,350	$0
252	Property In The Open	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$90,300	$0
253	1P	215 Northshore Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
254	2P	605 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
255	3P	252 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
256	4P	205 Seminole Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
257	5P	812 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
258	6P	350 John Anderson Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
259	R.O.W.	708 Alden Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
260	8P	1044 John Anderson Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
261	Om (Ormond Mall)	15 Lynnhurst Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
262	Obs1 (Spanish Waters)	12L Spanish Waters Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
263	1M	699 S Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
264	2M	171 S Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
265	5M	960 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
266	6M	390 Tomoka Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
267	Sandy Oaks	514 Sandy Oaks Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
268	Castle Gate	675 Hammock Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
269	Laurel Oaks	717L Fleming Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
270	Arroyo Pky	600 Arroyo Pkwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
271	Camelot	436L S Nova Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
272	Charleston Sq.	472 Fleming Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
273	3M	401 N Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
274	4M	325 Sanchez Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
275	7M	903 N Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
276	8M	680 N Nova Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
277	8M1	81 N Saint Andrews Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
278	8M2	301 River Bluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
279	8M3	103 River Bluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
280	9M	391 Main Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
281	10M	150 Timberline Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
282	11M	25 Stonehaven Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
283	12M	20 Iroquois Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
284	13M	6 Twelve Oaks Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
285	Tomoka Meadows	85 Tomoka Meadows Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
286	Shadow Lakes	505 Shadow Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
287	Transfer Stat.	560 N Orchard St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
288	Spring Meadow	7 Sweetmeadow Ct Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
289	Chelsea 1	398 Chelsea Place Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
290	Chelsea 2	346 Nottinghill St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
291	Ab1	3 Bluewater Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
292	Ab2	39 Beaver Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
293	Ab3	263 Blue Heron Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
294	Ab4	17 Cypress Grove Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
295	Ab5	7 Pineview Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
296	Crown	550 Williamson Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
297	San Marco	1500 San Marcos Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
298	Town Square	1484 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
299	Halifax Hosp.	211 Booth Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
300	Walmart	1531 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
301	Il Villagio	14 Monte Savino Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
302	Bear Creek	17 Bear Creek Path Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
303	Riverbend Gc	732 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
304	Airport Bp	16 Sunshine Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
305	Pine Trail	20 Ocean Pines Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
306	Creekside	118 Creek Forest Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
307	Ormond Green	13 Prairieview Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
308	River Oaks	113 River Manor Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
309	Southern Pines	33 Caladium Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
310	Saddlers Run	5 Saddlers Run Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
311	Pathways	2102 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
312	Forest Quest	2300 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
313	Deer Creek	33 Dormer Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
314	Cypress Place	20 Pergola Pl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
315	Shadow Crossings	100 Hunters Ridge Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
316	Breakaway Trails	35 Breakaway Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
317	Huntington Woods	65 Huntington Pl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
318	Hr Blvd Ls	296 Hunters Ridge Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
319	Ashford Lakes	35 Ashford Lakes Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
320	4M1	1308L Overbrook Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
321	7M1	1417L Oak Forest Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
322	OI1	51 Ormond Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
323	Ol2	70 Ormond Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
324	Ol4	140 Lakebluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
325	Homac	14 Southland Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
326	Garden Bc	1449 N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
327	Macdonalds	1530L N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
328	Harley	274 Destination Daytona Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
329	City Prov.	1901 N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
330	Property In The Open	770 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$169,800	$0
331	Restroom	775 Airport Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$76,980	$0
332	Pavilion	775 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,300	$0
333	Dock	775 Airport Road Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$31,070	$0
334	Property In The Open	775 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,600	$0
335	Andy Romano Park Concession/Splash Pad/Shade Canopies/Rr	839 S. Atlantic Ave site 42 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$195,900	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
336	Restroom/Concessi on Stand	839 S Atlantic Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$659,400	$0
337	Pavilion (4)	839 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$165,300	$0
338	Gazebo/Walkway	839 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$29,830	$0
339	Storage Building	839 S Atlantic Ave Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$18,240	$2,520
340	Splash Pad	839 S Atlantic Ave Ormond Beach Florida 32174	244 - Mechanical Equipment	10/01/2023	10/01/2024	$33,100	$0
341	Ormond Garage	21 Ocean Shore Blvd Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$47,500	$0
342	Pavilion	21 Ocean Shore Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$84,740	$0
343	Dock/Observation Deck	21 Ocean Shore Blvd Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$58,310	$0
344	Property In The Open	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,200	$0
345	Property In The Open	120 Coquina Dr. Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$177,300	$0
346	Pavilion	133 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$18,300	$0
347	Property In The Open	133 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$79,100	$0
348	Pier	329 Sanchez Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$133,970	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
349	Property In The Open	329 Sanchez Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$27,450	$0
350	Fred Costello Ampitheater	26 Riverside Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$114,200	$0

Total	$142,741,105	$17,762,010
TIV	$160,503,115.00	

Preferred PGIT GOVERNMENTAL INSURANCE TRUST

Vehicle Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2014	1FTMF1EM1EFA85288	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
002	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2014	1FTMF1EMXEFA85287	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
003	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2013	1FTMF1CM8DFC66647	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
004	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$18,190
	2006	1GCEC14X06Z135977	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
005	Chevrolet	Silverado K1500			25,000	10/01/2023	10/01/2024	$18,770
	2000	1GCEK14V8YE107548	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
006	Chevrolet	Silverado K1500			25,000	10/01/2023	10/01/2024	$22,105
	2005	1GCEK14V75Z322004	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
007	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$18,770
	2012	1GCGTBF96C8145167	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
008	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U33DL825348	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	Focus			25,000	10/01/2023	10/01/2024	$15,380
	2001	1FAFP36P2YW202428	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
010	Ford	F250			25,000	10/01/2023	10/01/2024	$32,040
	2014	1FTBF2B6XEEB87715	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
011	Ford	Ranger			25,000	10/01/2023	10/01/2024	$19,225
	2005	1FTYR44U95PA87134	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
012	Ford	F350			25,000	10/01/2023	10/01/2024	$22,815
	2012	1FTRF3866CEC12739	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
013	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U32EL944912	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
014	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U35EL950414	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
015	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U34EL948718	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
016	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL952324	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
017	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U35EL948727	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
018	Ford	F150			25,000	10/01/2023	10/01/2024	$28,310
	2013	1FTMF1EM1DFB92159	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
019	Ford	F250			25,000	10/01/2023	10/01/2024	$25,650
	2005	1FTNF21525ED28394	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
020	Ford	F450			25,000	10/01/2023	10/01/2024	$32,945
	2012	1FD0W4GT4CEC13106	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
021	Chevrolet	Silverado C3500			25,000	10/01/2023	10/01/2024	$30,160
	2012	1GC3CZCG2CF188006	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
022	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$22,130
	2015	NM0LS6E74F1189929	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
023	Ford	Escape			25,000	10/01/2023	10/01/2024	$26,820
	2014	1FMCU9GX0EUD95396	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
024	Ford	F250			25,000	10/01/2023	10/01/2024	$29,065
	2013	1FTBF2A65DEB47168	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
025	GMC	Sierra C2500 HD			25,000	10/01/2023	10/01/2024	$22,382
	2002	1GDHC24U82Z270686	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
026	Ford	F150			25,000	10/01/2023	10/01/2024	$28,310
	2013	1FTMF1CM4DFC06400	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
027	Ford	Ranger			25,000	10/01/2023	10/01/2024	$13,010
	2003	1FTYR10U53PA69506	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
028	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$17,500
	2008	1GCEC14X58Z249153	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
029	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2011	1GCCSBF9XB8133183	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
030	Chevrolet	Silverdao C2500HD			25,000	10/01/2023	10/01/2024	$27,965
	2011	1GC0CVCG9BF213719	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
031	GMC	Sierra C2500 HD			25,000	10/01/2023	10/01/2024	$22,382
	2002	1GDHC24U22Z292666	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
032	Ford	F450			25,000	10/01/2023	10/01/2024	$32,945
	2013	1FDUF4GT1EEA35160	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
033	Sterling	L9500 14-16 Yard Dump			25,000	10/01/2023	10/01/2024	$78,388
	2006	2FZHAZDEX86AN7229 7	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
034	Chevrolet	Silverado C2500HD			25,000	10/01/2023	10/01/2024	$24,370
	2008	1GCHC24K28E205240	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
035	Chevrolet	Silverado C2500HD			25,000	10/01/2023	10/01/2024	$24,370
	2008	1GCHC24K58E205278	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
036	Freightliner	L9501			25,000	10/01/2023	10/01/2024	$139,082
	2015	1FVDG3DV2FHGF888	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
037	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$25,830
	2015	2G1WA5E31F1121648	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
038	Ford	F150			25,000	10/01/2023	10/01/2024	$27,495
	2013	1FTEX1CM7DFC28764	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
039	Ford	F150			25,000	10/01/2023	10/01/2024	$27,495
	2013	1FTMF1CM5DFC88847	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
040	Chevrolet	Silverado K3500			25,000	10/01/2023	10/01/2024	$33,115
	2012	1GC0KZCG1CF239081	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
041	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$22,335
	2012	1GCNCPEX7CZ206914	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
042	Ford	F250			25,000	10/01/2023	10/01/2024	$29,065
	2014	1FTBF2A65DEB20018	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
043	Ford	E250			25,000	10/01/2023	10/01/2024	$27,030
	2014	1FDWE3FLXEDB17014	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
044	Ford	F250			25,000	10/01/2023	10/01/2024	$21,275
	2003	1FTNF20L43EC65649	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
045	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$17,168
	2002	1GCEC14Z32Z326191	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
046	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$22,340
	2015	1G11A5SL4FF241838	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
047	Chevrolet	Silerado K1500 Classic			25,000	10/01/2023	10/01/2024	$26,745
	2007	1GCEK19Z87E115790	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
048	nternationa	4400			25,000	10/01/2023	10/01/2024	$46,556
	2004	1HTMKAAN54H618176	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
049	nternationa	4300			25,000	10/01/2023	10/01/2024	$49,587
	2005	1HTMMAAN85H695393	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
050	Sterling	LT7500 - 14 Yard			25,000	10/01/2023	10/01/2024	$60,282
	2004	2FZHATDC74AM90231	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
051	nternationa	4200 - Dump			25,000	10/01/2023	10/01/2024	$31,796
	2003	1HTMPAFNX3H572031	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
052	Freightliner	FL80			25,000	10/01/2023	10/01/2024	$27,396
	1995	1FVXJLBB1SL564807	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
053	General	Cargo			25,000	10/01/2023	10/01/2024	$1,167
	1969	NL08B3C32910142	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
054	General	Cargo			25,000	10/01/2023	10/01/2024	$5,292
	1969	NL0260C13610879	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
055	Pierce	Pumper			25,000	10/01/2023	10/01/2024	$142,037
	2000	1HTSDADR81H316148	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
056	General	Cargo			25,000	10/01/2023	10/01/2024	$1,308
	1969	547450	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
057	Sterling	LT9501			25,000	10/01/2023	10/01/2024	$190,672
	2004	2FZHAZAS84AM88292	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
058	nternationa	Lrv55			25,000	10/01/2023	10/01/2024	$60,444
	2001	1HTSCAAN32H415272	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
059	General	M-915-A1			25,000	10/01/2023	10/01/2024	$3,500
	1983	1UTSH6681DS001211	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
060	Chevrolet	C4500 C4C042			25,000	10/01/2023	10/01/2024	$58,447
	2009	1GBE4C1939F411755	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
061	Ford	F450			25,000	10/01/2023	10/01/2024	$20,803
	2002	1FDXF479F92ED68161	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
062	Ford	Escape 4X4			25,000	10/01/2023	10/01/2024	$19,177
	2010	1FMCU92739KC12839	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
063	Chevrolet	Equinox			25,000	10/01/2023	10/01/2024	$21,387
	2011	2CNALBEC5B6458424	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
064	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$19,419
	2011	2G1WF5EK4B1219964	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
065	Chevrolet	Tahoe Special			25,000	10/01/2023	10/01/2024	$31,152
	2011	1GNSK2E09BR286993	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
066	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2011	2FABP7BV8BX113839	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
067	Ford	Explorer			25,000	10/01/2023	10/01/2024	$24,139
	2011	1FMHK7B84BGA88310	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
068	Ford	Explorer			25,000	10/01/2023	10/01/2024	$24,139
	2011	1FMHK7B8XBGA69826	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
069	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$19,197
	2012	1GCNCPEX2CZ213446	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
070	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$18,063
	2012	1GCESBF90C8138435	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
071	Chevrolet	Colorado 4X4			25,000	10/01/2023	10/01/2024	$16,943
	2012	1GCGTBFE1C8129360	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
072	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$20,234
	2012	2G1WF5E3XC1239761	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
073	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$19,186
	2012	1G1ZA5EU6CF271023	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
074	Ford	Escape			25,000	10/01/2023	10/01/2024	$17,813
	2012	1FMCU0C74CKC10227	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
075	Ford	Taurus			25,000	10/01/2023	10/01/2024	$22,446
	2012	1FAHP2DW5CG130740	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
076	Chevrolet	Cargo Van			25,000	10/01/2023	10/01/2024	$14,360
	2002	1GCHG39G621203357	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
077	Chevrolet	Express G3500 - 15 Pass			25,000	10/01/2023	10/01/2024	$5,172
	1999	1GAHG39J9X1127208	Bus <20 Pass, No Lift		25,000	10/01/2023	10/01/2024	Actual Cash Value
078	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$13,444
	2003	2G1WF52K639345105	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
079	Ford	F700 K74			25,000	10/01/2023	10/01/2024	$10,000
	1993	1FDXK74P5PVA04594	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
080	Sterling	L9500 - Dump			25,000	10/01/2023	10/01/2024	$78,579
	2006	2FZHAZDE46AN72294	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
081	Sterling	L9500 - 14-16 Yard Dump			25,000	10/01/2023	10/01/2024	$78,388
	2006	2FZHAZDE86AN72296	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
082	E-One	Typhoon Fire Apparatus			25,000	10/01/2023	10/01/2024	$477,757
	2006	4EN6AAA8X61001404	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
083	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$15,741
	2006	2G1WB55K769309290	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
084	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$24,425
	2008	2FAHP71V38X124249	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
085	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$19,661
	2008	2FAHP71V08X124256	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
086	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$15,605
	2006	1FTSF21PX6ED96335	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
087	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$16,566
	2008	1GCEC19X48Z294786	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
088	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$12,411
	2007	1G1ZS58F37F103694	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
089	Ford	Escape - 4X4			25,000	10/01/2023	10/01/2024	$11,534
	2006	1FMYU92Z76KD34106	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
090	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$24,879
	2010	2FABP7BV7AX140917	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
091	Pierce	Ladder			25,000	10/01/2023	10/01/2024	$627,423
	2011	4P1CJ01A8BA011706	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
092	Ford	F150			25,000	10/01/2023	10/01/2024	$22,990
	2012	1FTHF1CM7CKD61982	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
093	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$26,674
	2009	2FAHP71V29X117794	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
094	Ford	Escape - 4X4			25,000	10/01/2023	10/01/2024	$26,674
	2009	1FMCU92739KC12839	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
095	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2010	2FABP7BV2AX133048	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
096	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2011	2FABP7BVXBX113826	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
097		Workhorse P42 - Stepvan 1 Ton			25,000	10/01/2023	10/01/2024	$60,412
	2001	5B4KP42Y513330558	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
098	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U38CL646477	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
099	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U35CL647909	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
100	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U33CL644412	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
101	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U39CL647976	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
102	Chevrolet	Caprice			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U39CL647928	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
103	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U34CL647903	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
104	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U38CL646379	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
105	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$21,905
	2012	NM0LS7CN8CT116280	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
106	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U30DL827087	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
107	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U35DL825335	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
108	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U38DL825796	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
109	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U35DL827084	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
110	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U32DL823834	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
111	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U37DL827085	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
112	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U30DL823833	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
113	Ford	F350			25,000	10/01/2023	10/01/2024	$30,880
	2013	1FTRF3C69DEB42119	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
114	Ford	Fusion			25,000	10/01/2023	10/01/2024	$21,700
	2013	3FA6P0G75DR255991	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
115	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U38EL950553	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
116	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U30EL950434	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
117	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U31EL950362	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
118	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U31EL950426	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
119	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U36EL950549	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
120	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U36EL950566	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
121	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U30EL950420	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
122	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL950377	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
123	Pierce	Pumper- Engine			25,000	10/01/2023	10/01/2024	$343,306
	2016	4P1BAAFF6GA015699	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
124	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$24,998
	2015	6G3NS5U37FL139182	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
125	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC17HB685370	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
126	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC14HB683575	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
127	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC14HB678621	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
128	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC19HB610346	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
129	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$24,036
	2017	1FTBF2B64HEC46732	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
130	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$24,036
	2017	1FTBF2B62HEC48530	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
131	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$22,385
	2017	NM0GS9E77H1297628	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
132	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C83FKD12172	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
133	Ford	F150			25,000	10/01/2023	10/01/2024	$19,599
	2016	1FTMF1C85GKE33111	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
134	Ford	F150			25,000	10/01/2023	10/01/2024	$18,658
	2016	1FTMF1C89GKE33113	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
135	Ford	F150			25,000	10/01/2023	10/01/2024	$19,599
	2016	1FTMF1C83GKE33110	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
136	Ford	F150			25,000	10/01/2023	10/01/2024	$24,645
	2016	1FTEX1E88GFB71303	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
137	Ford	F150			25,000	10/01/2023	10/01/2024	$18,658
	2016	1FTMF1C87GKE33112	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
138	Ford	5-Yard Dump			25,000	10/01/2023	10/01/2024	$50,713
	2016	1FDOXF5GT5GEA4474 1 VIN UPDATED	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
139	Ford	Transit T-250 Cargo Van			25,000	10/01/2023	10/01/2024	$30,731
	2016	1FTYR2CM0GKA08312	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
140	Ford	Taurus			25,000	10/01/2023	10/01/2024	$22,542
	2015	1FAHP2D8XFG170124	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
141	Chevrolet	Cruze			25,000	10/01/2023	10/01/2024	$17,455
	2015	1G1BC5SM7G7289143	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
142	Ford	F350			25,000	10/01/2023	10/01/2024	$30,039
	2016	1FTBF3A66GEC32269	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
143	Ford	F350			25,000	10/01/2023	10/01/2024	$30,039
	2016	1FTBF3A6XGEC61709	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
144	Ford	F150			25,000	10/01/2023	10/01/2024	$18,878
	2016	1FTMF1C84GFA97069	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
145	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL944837	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
146	Ford	F250			25,000	10/01/2023	10/01/2024	$21,304
	2016	1FTBF2A68GEB96840	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
147	Other	Global M4 Sweeper			25,000	10/01/2023	10/01/2024	$226,342
	2016	1G9GM4HL3GS462002	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
148	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C85FFA60532	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
149	Ford	F250			25,000	10/01/2023	10/01/2024	$25,342
	2016	1FTBF2A64GEB55556	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
150	Ford	Transit Connect			25,000	10/01/2023	10/01/2024	$21,668
	2015	NM0GS9E70F1215302	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
151	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C87FFA60533	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
152	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2016	1FTMF1C80GFA31358	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
153	Ford	F250			25,000	10/01/2023	10/01/2024	$24,656
	2016	1FTBF2B64GEB69522	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
154	Peterbilt	337 Lightning Loader			25,000	10/01/2023	10/01/2024	$152,155
	2018	2NP2HM7X6JM488542	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
155	Ford	F150			25,000	10/01/2023	10/01/2024	$20,769
	2017	1FTMF1C81HFC38021	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
156	Ford	F550 Super Duty - 4 Yard Dump			25,000	10/01/2023	10/01/2024	$59,220
	2017	1FD0W5GTXHEE08818	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
157	Ford	F150			25,000	10/01/2023	10/01/2024	$20,769
	2017	1FTMF1C83HFC38022	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
158	Ford	F350			25,000	10/01/2023	10/01/2024	$35,235
	2017	1FTBF3A61HEE34616	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
159	Ford	F350			25,000	10/01/2023	10/01/2024	$35,235
	2017	1FTBF3A6XHEE34615	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
160	Ford	F450			25,000	10/01/2023	10/01/2024	$206,086
	2017	1FDUF4HTXJDA00714	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
161	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U26HL305220	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
162	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U34HL306228	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
163	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U3XHL306220	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
164	Ford	Explorer Police Interceptor			25,000	10/01/2023	10/01/2024	$29,199
	2017	1FM5K8ARXHGD58944	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
165	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAG8JH157265	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
166	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAGXJH157266	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
167	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAG1JH157267	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
168	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,148
	2018	2C3CDXAG0JH273141	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
169	Pierce	Saber			25,000	10/01/2023	10/01/2024	$381,073
	2018	4P1BAAFF6JB018989	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
170	Ford	F350			25,000	10/01/2023	10/01/2024	$37,864
	2018	1FTRF3D69JEC10638	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
171	Ford	F550			25,000	10/01/2023	10/01/2024	$42,500
	2018	1FD0W5GTXJEC10925	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
172	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FDRF3G63JEC10917	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
173	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FDRF3G65JEC10918	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
174	Ford	Escape			25,000	10/01/2023	10/01/2024	$26,820
	2014	1FMCU9GX7EUC69553	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
175	Ford	F250			25,000	10/01/2023	10/01/2024	$39,285
	2018	1FT7W2B67JEC64640	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
176	Ford	F150			25,000	10/01/2023	10/01/2024	$30,201
	2018	1FTEX1CB9JKE50191	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
177	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FTRF3B60JEC64638	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
178	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FTRF3C66JEC10954	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
179	Chevrolet	Cavalier			25,000	10/01/2023	10/01/2024	$11,810
	1998	1G1JC5242W7204395	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
180	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2008	1GCCS149688196772	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
181	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2008	1GCCS149X88206235	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
182	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$20,064
	2011	1GDGC34J2YF461098	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
183	Chevrolet	Express G1500 Van			25,000	10/01/2023	10/01/2024	$23,570
	2001	1GNFG15R511234804	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
184	rley Davids	FLHTP Police Eledtra Glid			25,000	10/01/2023	10/01/2024	$17,895
	2017	1HD1FMC14HB680918	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
185	Jeep	Cherokee			25,000	10/01/2023	10/01/2024	$17,990
	1998	1J4FJ28S2WL206723	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
186	Other	Triple Crown 6 x 12			25,000	10/01/2023	10/01/2024	$3,500
	2016	1XND612S9E1052837	Trailer - NO CHARGE		25,000	10/01/2023	10/01/2024	Actual Cash Value
187	Ford	Crown Victoria			25,000	10/01/2023	10/01/2024	$23,990
	2003	2FAFP73W53X179114	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
188	Dodge	Ram 2500			25,000	10/01/2023	10/01/2024	$20,495
	2013	3B7KC26Z61M544017	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
189	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$13,250
	2001	2G1WF52EG19265858	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
190	Ford	Transit T-150 Van			25,000	10/01/2023	10/01/2024	$23,327
	2019	1FTYE1CM6KKA66536	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
191	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$40,311
	2019	2C3CDXAG7KH599133	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
192	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$32,352
	2019	2C3CDXAG1KH599130	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
193	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$51,833
	2019	2C3CDXAG5KH599132	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
194	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$32,060
	2019	2C3CDXAG3KH599131	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
195	Ford	Fusion			25,000	10/01/2023	10/01/2024	$18,244
	2019	3FA6P0G70KR224113	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
196	Ford	Escape			25,000	10/01/2023	10/01/2024	$18,666
	2019	1FMCU0F71KUC07221	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
197	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG1LC287180	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
198	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG4LC308782	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
199	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG6LC308783	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
200	Dodge	Durango			25,000	10/01/2023	10/01/2024	$47,619
	2020	1C4RDJFG7LC369835	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
201	Ford	F250			25,000	10/01/2023	10/01/2024	$28,601
	2020	1FTBF2B61LED78615	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
202	Ford	F250			25,000	10/01/2023	10/01/2024	$28,601
	2020	1FTBF2B6XLED78614	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
203	Ford	F150			25,000	10/01/2023	10/01/2024	$23,911
	2020	1FTMF1CB9LKE28256	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
204	Peterbilt	Aquatech B-10			25,000	10/01/2023	10/01/2024	$365,515
	2019	1FVHG3FE6LHLY1138	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
205	nternationa	MRAP			25,000	10/01/2023	10/01/2024	$5,300
	2011	1HTLSAZT8BJ594959	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
206	Peterbilt	Tractor			25,000	10/01/2023	10/01/2024	$126,902
	2021	1XPCDP9X9MD749760	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
207	Dodge	Charger			25,000	10/01/2023	10/01/2024	$24,924
	2019	2C3CDXAG7KH748480	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
208	Pierce	Enforcer Pumper	Fire Dept		25,000	10/01/2023	10/01/2024	$577,913
	2021	4P1BAAFF2MA023083	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
209	Pierce	Enforcer Pumper	Fire Dept		25,000	10/01/2023	10/01/2024	$577,913
	2021	4P1BAAFF4MA023084	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
210	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$19,300
	2021	1HD1FMP16MB666958	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
211	Dodge	Charger	Police		25,000	10/01/2023	10/01/2024	$30,113
	2021	2C3CDXKG6MH626145	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
212	Dodge	Charger	Police		25,000	10/01/2023	10/01/2024	$30,113
	2021	2C3CDXKG3MH653786	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
213	Ford	Transit Van			25,000	10/01/2023	10/01/2024	$24,717
	2021	NM0GS9E24N1513676	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
214	Ford	F550	Public Works		25,000	10/01/2023	10/01/2024	$99,880
	2021	1FDUF5HT4MDA08477	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
215	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB2NGB50779	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
216	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB0NGB50683	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
217	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB6NGB48095	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
218	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB8NGB48051	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
219	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB7NGB48462	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
220	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB2NGB48076	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
221	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB7NGB50132	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
222	Ford	F150	Planning		25,000	10/01/2023	10/01/2024	$29,946
	2022	1FTMF1EB4NKF08791	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
223	Ford	F150	Planning		25,000	10/01/2023	10/01/2024	$29,946
	2022	1FTM1FEB1NKF09235	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
224	Ford	F150	Police		25,000	10/01/2023	10/01/2024	$45,246
	2022	1FTFW1P88PKD09552	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
225	Ford	Escape	Leisure Service		25,000	10/01/2023	10/01/2024	$27,287
	2022	1FDUF5HTXNEE67752	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
226	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB8PGB59781	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
227	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB9PGB59773	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
228	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB5PGB59902	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
229	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FMK5K8AB7PGB61912	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
230	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB2PGB59789	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
231	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB8PGB59781	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Total	$10,544,675.00

Additions to property schedule since 09/30/2023

Description		Value
2023 Elgin Street Sweeper	$	284,447.00
1200A Bunker & Field Rake John Deere	$	21,319.00
2022 3023 D John Deere Tractor (purchased new)	$	21,779.00
	$	327,545.00

EXCESS WORKERS' COMPENSATION COVERAGE

EXPOSURE DETAILS		Estimated 2023-2024		Actual 2022-2023	
Class Code	Description	# of Full Time & Part-time Employees	Estimated Payroll	# of Full Time & Part-time Employees	Estimated Payroll
5506	Street or Road Construction	18	731,117	18	664,651.70
5509	Street or Road Maintenance	8	352,080	8	320,072.60
7520	Waterworks Operations	33	1,663,994	30	1,512,721.50
7580	Sanitation	33	1,767,189	33	1,606,535.05
7704	Firefighters	47	4,107,646	47	3,734,223.65
7720	Police	88	5,770,685	84	5,246,076.90
8380	Automobile Repair	5	311,186	5	282,896.55
8601	Architect or Engineer	15	1,380,840	15	1,255,308.95
8810	Clerical	73	5,262,165	71	4,783,786.10
8820	Attorney	3	403,177	3	366,524.55
9015	Buildings NOC	0	-	0	-
9102	Parks NOC	64	2,111,649	64	1,919,681.20
9410	Municipal NOC	8	533,359	8	484,872.20
	Totals:	**395**	**24,395,086.05**	**386**	**22,177,350.95**

Public Risk Underwriters
Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

Brown & Brown, Inc. - Daytona Beach

PX FL1 0642008 23-20
City of Ormond Beach

11/02/2023

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the Coverage Agreement for City of Ormond Beach

Please review the document for accuracy and advise if you have any corrections or need further information.

As a reminder, you do not have any binding authority and any changes must be requested in writing. No coverage or change in coverage is bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc. This Coverage Agreement replaces and supersedes any previously issued Coverage confirmation.

Certificates of Insurance for the Preferred program may only be issued via the web-based OneShield portal. The web address is https://oms.oneshield.com. Certificates may not be used to request changes of coverage. The retail agent is solely responsible for any information listed in the description section of the certificates. If you need assistance logging into OneShield, please contact your underwriter for support.

We appreciate the opportunity to offer this coverage to your client and if you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE COVERAGE AGREEMENT

PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

Administered By:
Public Risk Underwriters of Florida ®
P.O. Box 958455
Lake Mary, FL 32795-8455

TRUST:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement Number: PX FL1 0642008 23-20

NAMED COVERED PARTY AND MAILING ADDRESS:
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 321750277

AGENT NAME AND ADDRESS:
Brown & Brown, Inc. - Daytona Beach
300 North Beach Street
Daytona Beach,FL,32114

AGREEMENT PERIOD: From: 10/01/2023 To: 10/01/2024
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	ANNUAL PREMIUM
Property and Inland Marine Coverage	**Included**
General Liability Coverage	**Not Included**
Law Enforcement Coverage	**Not Included**
School Leaders' and Employment Practices Liability Coverage	**Not Included**
Automobile Coverage	**Included**
Garage Keepers Coverage	**Not Included**
Public Officials and Employment Practices Liability Coverage	**Not Included**
Crime Coverage	**Not Included**
Excess Workers' Compensation Coverage	**Included**
Deadly Weapon Protection Coverage	**Not Included**
TOTAL ANNUAL PREMIUM	**$1,479,038.00**

FORMS APPLICABLE TO ALL COVERAGE PARTS:
See PGIT MN-002

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

COUNTERSIGNED 11/02/2023 **BY** Margaret E Shaw
Date **Authorized Representative**

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **City of Ormond Beach**

AGREEMENT NO.: **PX FL1 0642008 23-20**

Form Name	Form Number
Public Entity Common Agreement Declarations	PGIT MN-001 (10 19)
Public Entity Coverage Agreement Forms List	PGIT MN-002 (10 16)
Public Entity Common Agreement Conditions	PGIT MN-090 (10 19)
Public Entity Property and Inland Marine Coverage Part Declarations	PGIT MN-010 (10 21)
Public Entity Property - Property and Inland Marine Coverage Form	PGIT MN-104 (10 23)
Public Entity Property - Flood Coverage	PGIT MN-107 (10 17)
Public Entity Property - Schedule of Deductibles	PGIT MN-122 (10 18)
Public Entity Equipment Breakdown Protection Coverage Form	PGIT MN-150 (10 22)
Public Entity Excess Workers Compensation Coverage Part Declarations	PGIT MN-027 (10 13)
Public Entity Excess Workers Compensation Coverage Form	PGIT MN-250 (10 19)
Public Entity Automobile Coverage Part Declarations	PGIT MN-030 (10 13)
Public Entity Automobile Coverage Form	PGIT MN-300 (10 19)
Public Entity Automobile Florida	PGIT MN-301 (10 13)
Public Entity Auto, General Liability and Property - Automatic Additional Covered Parties	PGIT MN-902 (10 23)
Public Entity Self Insured Retention Schedule and Endorsement	PGIT MN-903 (10 21)
Public Entity - Muni Inland Marine Schedule	
Public Entity - Muni Property Schedule	
Public Entity - Muni Auto Schedule	
Claim Notice	
Informational Contact	

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PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:

   a.10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b.60 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.

   The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only be endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

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Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Preferred Governmental Insurance Trust when Preferred Governmental Insurance Trust is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Preferred Governmental Insurance Trust on behalf of multiple members, payment to you for a covered loss will be reduced pro rata based on the amounts of covered loss by member.

The administrator for Preferred Governmental Insurance Trust will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

J. PREMIUMS

The first named Covered Party shown in the Declarations:

1. Is Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

K. SUBROGATION

1. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false, or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and make such investigation and defense of a covered claim as it deems necessary.

N. CONSENT TO SETTLE

1. The Trust shall not settle any claim without the written consent of the Public Entity. If the Public Entity

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refuses to consent to a settlement or compromise recommended by the Trust and acceptable to the claimant, then the Trust's Limit of Liability under this Coverage Agreement with respect to such claim shall be reduced to the amount of damages for which the claim could have been settled plus all claims expenses incurred up to the time the Trust made its recommendation to the Public Entity, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of damages.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

5%	TIV per Occurrence/Per Location for "Named Storm" subject to minimum of $35,000 Per Occurrence
$25,000	Per Occurrence – All Other Perils – Building & Contents and Extensions of Coverage
Per Attached Schedule	Inland Marine

Covered Property

Total Insured Values - Blanket Value Building and Contents - Per Schedule on file totaling	$160,503,115

Inland Marine

Blanket Unscheduled Inland Marine (Subject to $25,000 any one item excludes Watercraft)	$2,766,589
Scheduled Inland Marine	$2,094,752
Total All Inland Marine	$4,861,341

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE on form PGIT MN-104. These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extensions of Coverage	Limit of Liability
X	A	Accounts Receivable	$ 500,000 in any one occurrence
X	B	Animals	$ 5,000 Annual aggregate in any one agreement period
X	C	Buildings Under Construction	If shown on the Property Schedule
X	D	Debris Removal Expense	$ 250,000 or 25% of loss, whichever is greater, per occurrence
X	E	Demolition Cost, Operation of Building Laws and Increased Construction Cost	$ 500,000 in any one occurrence
X	F	Duty to Defend	Included
X	G	Errors and Omissions	$ 250,000 in any one occurrence
X	H	Expediting Expenses	$ 5,000 in any one occurrence
X	I	Fire Department Charges	$ 25,000 in any one occurrence
X	J	Fungus Cleanup Expense	$ 50,000 Annual aggregate in any one agreement period
X	K	Lawns, Plants, Trees and Shrubs	$ 25,000 in any one occurrence
	L	Leasehold Interest	$ 0 in any one occurrence
X	N	New Locations	$ 2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier
X	O	Personal Property of Employees	$ 50,000 in any one occurrence

X	P	Pollution Cleanup Expense	$ 50,000 Annual Aggregate in any one agreement period
X	Q	Professional Fees	$ 20,000 in any one occurrence
X	R	Recertification	$ 10,000 in any one occurrence
X	S	Service Interruption Coverage	$ 100,000 in any one occurrence
X	T	Transit	$ 250,000 in any one occurrence
	U	Vehicle Property Coverage	$ 0 in any one occurrence
X	V	Preservation of Property Coverage	$ 250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$ 150,000 in any one occurrence
X	X	Business Income	$ 500,000 in any one occurrence
X	Y	Additional Expense	$ 1,000,000 in any one occurrence

Sublimits of Coverage

Coverage	Deductibles	Limit
Earth Movement	N/A	Not Included
Flood	$25,000 except for Zones A & V	$5,000,000
TRIA	N/A	Not Included

Equipment Breakdown (Boiler & Machinery)

Coverage	Limit
Property Damage/ Loss of Business Income/ Additional Expense per accident	$100,000,000
Water Damage	$1,000,000
Ammonia Contamination	$1,000,000
Hazardous Substance Coverage	$1,000,000
Utility Interruption	$2,000,000
Spoilage Damage	$250,000
Ordinance or Law	$1,000,000
Expediting Expenses	$1,000,000
Data or Media	$250,000
Fungus, Wet Rot, Dry Rot	$15,000
Deductible	**Amount**
Equipment Breakdown	$25,000
Time Deductible	24 hrs

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Parts and made part of the coverage agreement at this time of issue: **See PGIT MN-002**

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words **you** and **yours** refers to the Named Covered Party shown in the Declarations. The words **we, us** and **ours** refers to the Trust providing this Coverage Agreement.

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to **covered property** as a result of an **occurrence,** unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between **you** and **us.** Coverage is provided at those locations and for those coverages and limits of liability shown on the **Schedule of the DECLARATIONS.** Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in **bold-faced type** have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

B. Coverages

We will provide the following coverages if they are marked with an "**X**". Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an **actual cash value** basis for **Real Property, Inland Marine** and **Personal Property** unless **replacement cost** coverage is marked with an "**X**".

(X) Real Property
(X) Replacement Cost
(X) Personal Property
(X) Replacement Cost
(X) Inland Marine
( ) Replacement Cost

C. Limits of Liability

Subject to all terms and conditions of the coverage agreement the most **we** will pay for all loss, damage or costs to **Real Property** and **Personal Property** in any one **occurrence** is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all **Real Property** and **Personal Property.** It is agreed that any location listed on the **Schedule of DECLARATIONS** with no value ($0) is not covered by the property coverage agreement.

Each sublimit stated in the DECLARATIONS, including the Extensions of Coverage, apply as part of, and not in addition to, the overall Total Insured Values coverage limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other covered interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

If covered under this Coverage Agreement, any sublimit for **earth movement** or **flood** is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If **flood** occurs in

conjunction with a **named storm** or **earth movement**, the **flood** sublimit applies within and erodes the limit of coverage for that **named storm**.

SECTION II - COVERAGES

A. **We** will pay for **covered loss** to **your real property, inland marine,** or **personal property** only if marked with an "X" in **Section I B.** Coverages:

1. At the locations shown on the **Schedule of the DECLARATIONS,**

2. **Property in the open** within 1,000 feet of locations described in **1**;

3. With respects to Inland Marine, at or away from **your covered location.**

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion
Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. Any act of terrorism. For the purpose of this Coverage Agreement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **1.** and/or **2.** above. If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon **you.**

B. Biological or Chemical Materials Exclusion
This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. **Electronic Data** Exclusion
Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus)** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this Exclusion **electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
For the purpose of this Exclusion **computer virus** means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. However, in the event that a peril listed below results from any of the matters described in paragraph **1.** above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement period to property covered by this Coverage Agreement directly caused by such listed peril:
Listed Perils:
a. Fire
b. Explosion

D. Electronic Date Recognition Exclusion
This Coverage Agreement does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not; or
2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not.
This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

E. Asbestos
1. This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril.**

This coverage is subject to each of the following specific limitations:

a. The said building or structure must be covered under this Agreement for damage by that **specified peril.**
b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
d. Coverage under this Agreement in respect of asbestos shall not include any sum relating to:

(1) any faults in the design, manufacture or installation of the asbestos;
(2) asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

F. **We** will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against,** that contributes to the loss at the same time or in any other sequence.
1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

a. Data or **software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields: or
b. Electronic data processing equipment caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 500 feet of the **covered location.**

2. Earth movement, whether sudden or gradual.
a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
b. This exclusion does not apply to **covered property** in transit.
c. This exclusion does not apply to **sinkhole collapse** or **volcanic activity.**

3. **Flood**
   a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
   b. If covered electrical equipment requires drying out because of **flood, we** will pay for the direct expenses of such drying out.
   c. This exclusion does not apply to **inland marine,** or to **covered property** in transit.

4. **Pollution**

5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction

   Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

6. Seizure or destruction of **covered property** by government order.

   But **we** will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.

7. Nuclear reaction or nuclear radiation, or radioactive contamination;

8. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location.**

But if a **covered loss** ensues, **we** will pay for that loss.

G. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;

2. Shortage of property discovered on taking inventory;

3. Theft by employees, whether acting alone or with others;

4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;

   a. by **you;**
   b. by any proprietor, partner, director, officer, or employee of **yours;** or
   c. by any proprietor, partner, director or officer of any proprietorship, partnership, corporation, or association engaged by **you** to render any service or perform any act in connection with **covered property.**

5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

   But if a **covered loss** ensues, **we** will pay for that loss.

6. Delay, loss of market, loss of use, indirect or remote loss or damage;

7. Loss attributable to:
   a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
   b. Inherent vice, latent defect, or any quality in the **covered property** that causes it to damage or destroy itself;
   c. Smog, acid rain, agricultural smudging;
   d. Smoke, fumes, gas or vapor that result from industrial operations;
   e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
   f. Animals, birds, vermin, rodents or insects;
   g. Change or extremes in temperature or humidity, except damage to equipment;
   h. Contamination, shrinkage, change in taste, texture, finish or color.

   But if a **covered loss** ensues, **we** will pay for that loss.

8. Fungus

   We will not pay for loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus,** spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
   This exclusion applies regardless whether there is:

a. any physical loss or damage to **covered property;**
b. any covered peril or cause, whether or not contributing concurrently or in any sequence;
c. any loss of use, occupancy, or functionality; or
d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, **J. Fungus** Cleanup Expense with respect to loss or damage by a cause of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

But if a **covered loss** ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

Data, electronic data processing equipment or **software** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or lack in design, specification, material or workmanship.

10. Explosion of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping; or,
c. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

11. Rupture, bursting, cracking, burning, or bulging of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping;
c. Hot water boilers or other equipment for heating water;
d. Pressure vessels; or,
e. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

12. Loss attributable to faulty, defective, or inadequate:
a. Construction, workmanship or material;
b. Maintenance;
c. Design, plan or specification;
d. Zoning compliance;
e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
f. Compliance with building codes.

But if a **covered loss** ensues, **we** will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks, or underwater conduit from:
a. Freezing and thawing;
b. Impact of watercraft;
c. Waves, or debris driven by waves;
d. Pressure or weight of ice or water, whether driven by wind or not; or
e. Sinking or settling.

14. **We** will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping / tanker incident and the ensuing oil spill.

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in PGIT MN-104, Section VII;

2. Aircraft;
3. Property **you** sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property **you** transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. **Watercraft,** unless loss is from a **specified peril.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage,** or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at the time of loss.
13. Underground pipes, unless loss is at a **covered location** and from a **specified peril** other than collapse.
14. Dune walkovers, unless loss is at a **covered location** and from a **specified peril** other than collapse. No wind coverage is afforded for dune walkovers.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland Marine,** items not individually itemized on the schedule will be subject to a maximum valuation of:
   a. $250,000 per item for **Rented, Borrowed or Leased Equipment;** or
   b. $25,000 per item for all other classes of **Inland Marine**
3. On **Inland Marine** if the valuation type on the **Inland Marine** schedule is "agreed value" then item **1** and **2** above will not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible.
4. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at **actual cash value.**

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost,** computed at the time and place of the loss, if **replacement cost** is marked with an "**X**" in **Section 1.B.** Coverages unless otherwise indicated in this Coverage Agreement.

2. **We** will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, **we** will pay only the **actual cash value.**

   a. Our obligations for **replacement cost** will be the smaller of:

   (1) The cost actually and necessarily expended to repair the damaged property; or

   (2) The cost actually and necessarily expended to replace or rebuild with new materials of like size, kind and quality; or

   (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or

   (4) The applicable **limit of liability.**

   We will not pay for any increase in cost due to **your** failure to use reasonable speed to repair, rebuild or replace the damaged property.

If the replacement occurs at another location, **we** will not pay for the cost of land at either the original or the new location.

b. **We** will pay **replacement cost** for these types of property:

(1) Raw materials, supplies and other merchandise not manufactured by **you;** and

(2) Leasehold improvements in which **you** have an insurable interest.

c. For the following types of property **We** will pay; "agreed value" if the valuation type on the **Inland Marine** schedule is shown as agreed value; or **We** will pay the lesser of **actual cash value** or 110% of the value reported on the applicable schedule:

(1) Communications Equipment;

(2) Contractor's /Mobile Equipment;

(3) Fine Arts;

(4) Watercraft;

(5) Emergency Service Portable Equipment;

(6) Other Inland Marine;

(7) Rented, Borrowed or Leased Equipment;

(8) Vehicles scheduled under item U of the property extensions of coverage; or

(9) Blanket Unscheduled Inland Marine subject to $25,000 any one item

C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;

2. On finished goods manufactured by **you,** the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

3. On **Valuable Papers,** in case of loss, valuation shall be based on the lesser of:

a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or

b. The **limit of liability** shown in the DECLARATIONS, or

c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.

4. On **media, data,** programs or any **software** stored on electronic, electromechanical, electromagnetic **data processing equipment** or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any **data,** programs or **software** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $100,000 any one **occurrence,** incurred by **you** in recreating, gathering and assembling such **data,** programs or **software.** If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such **data,** programs or **software** to **you** or any other party, even if such **data,** programs or **software** cannot be recreated, gathered or assembled.

5. On exposed film, the value of the blank film.

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory

We will pay for a **covered loss** during the **Coverage Agreement period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;

2. Being moved on land or in the air within the United States of America or;

3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by **us** and which becomes a part of this Coverage Agreement.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Agreement is void in any case of fraud by **you** as it relates to this Coverage Agreement at any
time. It is also void if **you** or any other Covered Parties, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Agreement;
2. The **covered property;**
3. **Your** interest in the **covered property;** or
4. A claim under this Coverage Agreement.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, **we** may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. **You** may, at **your** expense:

1. Stamp “salvage” on the merchandise or its containers; or,
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. **You** must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to **us.**

H. No Benefit to Bailee

No person or organization, other than **you**, having custody of **your covered property,** will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against **us** unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate **limit of liability** or sublimits of liability, **we** will pay for a **covered loss** without reducing any other applicable **limit of liability** or sublimits of liability.

K. Your duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;

2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;

3. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;

4. Take all reasonable steps to protect the **covered property** from further damage

5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;

6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;

7. Keep an accurate record of all repair costs;

8. Keep all bills, receipts and related documents that establish the amount of loss;

9. As often as may reasonably be required:

(a) Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.

(b) Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.

(c) Permit **us** under oath to question **you** and any of **your** agents, employees, or representatives involved in the purchase of this coverage or the preparation of **your** claim, and verify **your** answers with a signed acknowledgment.

10. Submit to **us,** within ninety (90) days from the date of loss, unless **we** extend the time in writing:

(a) A signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:

(1) The time and cause of the loss;

(2) **Your** interest and the interest of all others in the property involved;

(3) Any other policies of insurance that may provide coverage for the loss;

(4) Any changes in title or occupancy of the property during the **coverage agreement period** and;

(5) The amount of **your** claimed loss.

(b) You shall also submit with the Proof of Loss:

(1) The inventory referred to in **K.6**.

(2) The records specified in **K.7.** and **K.8**;

(3) Specifications for any damaged buildings and;

(4) Detailed estimates for the repair of any damages.

11. Cooperate with **us** in the investigation and adjustment of the loss.

12. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by Hurricane or Windstorm:

(a) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within three (3) years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or

reopened claim does not affect any limitation for legal action against us a provided in this Coverage Form under the Suit condition, including any amendment to that condition.

L. Appraisal

1. If **you** fail to agree with **us** on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after **our** receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for
appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, **you** or **we** may petition a judge of a court of record in the state where the **covered loss** happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to **you** and **us,** the amount they agree on will be the amount of **our** payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by **you** and **us.**

M. **Our** Options

At **our** option, **we** will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If **we** elect to repair or replace the **covered property**, **we** will notify **you** of that decision within sixty (60) days of **our** receipt of **your** proof of loss. **We** will, at **our** option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with **you** except as provided in Condition **S.** Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that **you** hold **we** will have the right to adjust that loss or damage with the owners of that property. **Our** payment to the owners will fully satisfy any claim of **yours** for damage to that property.

O. Collection from Others

Payment to **you** for a **covered loss** will be reduced to the extent **you** have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within thirty (30) days after **we** receive and accept the signed, sworn Proof of Loss, if:

1. **You** have complied with all the terms of this Coverage Agreement;
2. **We** have reached agreement with **you** on the amount of **covered loss,** or
3. An appraisal award is made as provided for in Condition **L**. Appraisal.

Q. Recovered Property

If either **you** or **we** recover any **covered property** after **we** have paid for its loss, that party must give the other prompt written notice of the recovery. If **we** recover the **covered property, we** will return it to **you,** if **you** so request. **You** must then return the amount **we** paid to **you** for it.

If **you** recover the **covered property, you** may either keep it or surrender it to **us.** If **you** choose to keep it, **you** must return the amount **we** paid to **you** for it.

R. Pair, Set or Parts

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss;** or
2. The difference between the value of the pair or set before and after the **covered loss.**

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, **we** will pay only for the lost or damaged part.

S. Mortgage Holders

1. **We** will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:

   (a) Pays any premium due under this Coverage Agreement at **our** request;
   (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
   (c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder. All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.

4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:

   (a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and

   (b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.

   In the event of a **covered loss, we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us,** and **you** will pay **your** remaining mortgage debt to **us.**

5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you.**
6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both **you** and a loss payee have an insurable interest, **we** will:

1. Adjust the **covered loss** with **you;** and,
2. Make payment for the **covered loss** to **you** and the loss payee jointly, as their interests may appear.

U. Inspection

1. During the period of this Coverage Agreement, **we** will be permitted, but not obligated, to inspect the **covered property.** Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that the **covered property** is safe, healthful, or in compliance with laws, regulations, codes or standards.
2. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

We will have no liability to **you** or others because of any inspection or failure to inspect.

V. Vacancy Provision
If the building where a **covered loss** occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

1. We will not pay for any loss or damage caused by any of the following even if they are **perils insured against**:
- **(a)** Vandalism;
- **(b)** Sprinkler leakage, unless the system has been protected against freezing;
- **(c)** Building glass breakage;
- **(d)** Water Damage;
- **(e)** Theft; or
- **(f)** Attempted theft.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "**X**" in the DECLARATIONS, **we** will not pay more than **our** proportion of the applicable **limit of liability** shown on the Property and Inland Marine Coverage Part Declaration for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. **We** will pay the following expenses directly resulting from a **covered loss** to **your** records of accounts receivable at a **covered location:**

(a) Amounts due **you** from customers that **you** are unable to collect;

(b) Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;

(c) Collection expense above **your** normal collection expense; and,

(d) Reasonable expenses **you** incur to re-establish **your** records of accounts receivable.

2. **Amount of Loss**

(a) If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated in the following manner:

(1) **Your** average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

(b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:

(1) Balances for accounts not damaged or affected by the loss;

(2) Amounts of accounts **you** are able to re-establish and collect;

(3) An allowance for bad debts **you** are not normally able to collect.

(4) All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and **we** will not pay for:

(a) Any loss that requires an audit or inventory to establish its existence;

(b) Any fraudulent, dishonest or criminal act done by:

(1) Anyone entrusted with the **covered property,** including their employees and agents;
or

(2) Anyone having an interest in the **covered property.**

This exclusion does not apply to the acts of a carrier for hire;

(c) Bookkeeping, accounting, or billing errors or omissions;

(d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or

(e) Taxes or Bond revenue.

4. For the purposes of this extension, the following additional conditions apply:

(a) When **you** are not open for business, or when **you** are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.

(b) When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** loss.

(c) When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

B. Animals

We will pay for all owned animals killed in a **covered loss** at a **covered location. We** will also pay for the in-line of duty death of a certified police canine or horse owned by **you**.

Your deductible for this extension is the lower of $500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

C. Buildings Under Construction

We will pay for any one **occurrence** for insured physical loss or damage to **your** buildings that are under construction. **Your** schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:

1. New buildings being erected at a **covered location;**

2. Additions to any buildings already covered under this agreement; or

3. Renovations to any buildings included in the schedule.

4. New buildings being erected at sites other than a **covered location,** subject to final contract value any one construction project limit of $25,000,000.

D. Debris Removal Expense:

1. **We** will pay for the expense to remove the debris from a **covered loss** at a **covered location. We** will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period,** whichever is earlier.

2. **We** will pay for expenses to remove from **covered locations** storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from **your** location(s).

3. Debris removal expense does not include any costs to clean up or remove:

(a) **pollutants;**

(b) asbestos; or

(c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations.**

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss, we** will pay:

(a) Demolition Cost:

The cost incurred to demolish all or part of **your covered Real Property,** including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

(b) Operation of Building Laws:

The cost **you** incur to rebuild at the same location any undamaged part of **your Real Property,** which is required by law to be demolished after a **covered loss. We** will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

(c) **Increased Construction Cost:**

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

(d) **We** will not pay for any:

(1) Of these costs unless they are incurred within two (2) years from the date of loss.

(2) Loss due to any law or ordinance that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with.

(3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution.**

F. Duty to Defend

We will defend that part of any suit against **you** involving personal property of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the **personal property** of others; and

2. The physical loss or damage is caused by a **peril insured against;** and

3. The physical loss or damage takes place while the **personal property** of others is in **your** custody; and

4. The personal property of others is the type of property covered by this **Coverage Agreement.**

We will do so even if such suit is groundless, false, or fraudulent, but **we** may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as **we** deem appropriate.

G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, **we** will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by **us,** provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.

2. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. **We** will pay, in the event of a **covered loss,** for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation.

2. **We** will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges **you** incur when an outside fire department is called to save or protect **covered property** from a **covered loss.**

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the **fungus,** wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence,** and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence.**

   (a) A covered loss other than fire or lightning; or

   (b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.

2. Under conditions described in **1**. above, **we** will pay for loss or damage by **fungus,** wet or dry rot, or bacteria. As used in this coverage, the term damage means:

   (a) Direct physical loss or damage to covered property caused by **fungus,** wet or dry rot, or bacteria, including the cost of removal of **fungus,** wet or dry rot, or bacteria;

   (b) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungus,** wet or dry rot, or bacteria; and

   (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus,** wet or dry rot, or bacteria are present.

3. Regardless of the number of claims, the limit shown in the Declarations is the most **we** will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage Agreement Period. **We** will not pay more than this amount even if the **fungus,** wet or dry rot, or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.

4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.

5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants.**

6. **Fungus** Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril,** excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought.

We will not pay more than the lesser of the following:

1. The applicable **limit of liability** shown on the Extension of Coverages Property part on the DECLARATIONS; or

2. The amount of the total value of the building and contents at that **covered location.**

L. Leasehold Interest:

We will pay for loss of covered leasehold interest **you** sustain due to the cancellation of **your** lease. The cancellation must result from a **covered loss** to a **covered location.** Covered leasehold interest means the following:

The difference between:

1. The rent **you** pay at the described premises including taxes, insurance, janitorial or other service that **you** pay for as part of the rent; and
2. The rental value of the described premises that **you** lease.

The most **we** will pay for loss because of the cancellation of any one lease is **your** covered leasehold interest at the time of loss. **Your** covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

N. New Locations:

New Locations are covered for coverages marked with an "**X**" in **Section I.B.** Coverages of PGIT MN-104 Property and Inland Marine Coverage Form and coverages provided by endorsement for the first sixty (60) days after the date of acquisition. During that period, the **covered party** shall submit to **us** a written report stating the location, occupancy, the full **replacement cost,** including Loss of Business Income and any other Time Element Values for the location, and other coverage in force at that location. If **we** do not receive and accept that report within sixty (60) days, the coverage for that Location shall cease at the end of the coverage period stated above.

Property newly constructed by the **covered party** during the **coverage agreement period** does not qualify under this paragraph unless the construction project complied with the terms of Extension of Coverage Item **C.**

Upon notification to and acceptance by **us** any **New Location,** the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. **We** shall be permitted but not obligated to inspect the **New Location.** During the current Coverage Agreement period, **we** will not charge an additional premium for **new locations** if the value of a **new location or the total value of all** new **locations** at the same physical address that are acquired or newly constructed during the coverage agreement period is less than $15,000,000 and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then premium is due at the time the location is added.

O. Personal Property of Employees:

1. **We** will pay for loss by a **peril insured against** to the **Personal Property** (other than automobiles) of **your** employees when such property is at a **covered location** or being used by the employee in the course of employment.
2. **We** will not pay for any loss to such property that occurs at the employee's residence.

With respects to this extension, volunteers are not considered employees and there is no coverage for **Personal Property** of volunteers.

P. Pollution Cleanup Expense:

1. **We** will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril.**
2. If **pollution** results from a **peril insured against, we** will pay:
   (a) To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location;** or,
   (b) For testing performed in the course of extracting the **pollutants** from **covered locations.**

We will pay for removal or testing after a **covered loss** that occurs during the **coverage agreement period.**

We will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered** loss or the end of the **coverage agreement period,** whichever is earlier.

Q. Professional Fees:

1. **We** will pay for the reasonable costs **you** incur, for auditors and accountants who undertake to accurately determine the details of **your** business in order to determine the extent of a **covered loss.**
2. Professional fees do not include:
   (a) any fees or expenses of attorneys;

(b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities;

(c) fees based on a contingency; or

(d) the cost of **your** own employees.

R. Recertification of Equipment

We will pay the necessary costs or expenses **you** incur to recertify portable firefighting, ambulance or rescue -related scheduled **inland marine you** own, when such equipment is damaged in a **covered loss.**

S. Service Interruption Coverage

In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), **we** will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas or refrigeration.

However, **we** will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit

We will pay for loss to **your** covered **personal property** or **inland marine** while in transit, including **your** covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for loss to **your** vehicles, when damaged by a **covered loss,** regardless of the location. The Named Storm deductible from PGIT MN-122 applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of property insured shall be added to the total physical loss and/or physical damage amount otherwise payable under the Coverage Agreement but without increasing the applicable limits or sublimits of liability stated in the Coverage Agreement. There must be an actual physical loss to the building or structure at the scheduled location in order for this coverage to apply.

W. Property at Miscellaneous Unnamed Locations

We will pay for a **covered loss** to **property at miscellaneous unnamed locations** that were unintentionally omitted from the most recent **Schedule of the DECLARATIONS** subject to the limit shown on the Declarations. The limit shown in the Declarations is the maximum amount of indemnity for any one occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement Inception.

X. Your Loss of Business Income

a. We will pay for the actual loss of Business Income **you** sustain due to the necessary suspension of **your** operations during the period of restoration. The suspension must be caused by:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed fourteen (14) consecutive days from the date of the action.

(3) physical prevention of ingress to or egress from a **covered location** due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed (14) consecutive days from the date of the action.

and for which a **Business Income** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual **loss** of **business income,** consideration must be given to:

(1) The experience of the business before the loss and the probable experience after the loss;

(2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;

(3) The demonstration of an actual loss of sales or income; and

(4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to **your** regular customers.

d. We will not pay unless **you** are wholly or partially prevented from:

(1) producing goods; or

(2) continuing business operations or services.

e. You are required to mitigate **your** loss by:

(1) Making up lost production within a reasonable period of time not limited to the **period of restoration.**

(2) Continuing business operations or services during the **period of restoration.**

(3) Using any property or service:
(i) owned or controlled by **you;** or
(ii) obtainable from any other sources.

(4) Working extra time or overtime.

(5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. We will not pay for:

(1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
(ii) planned or rescheduled shutdown or maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a **covered loss.**

(2) Any increase in loss due to:
(i) suspension, cancellation or lapse of any lease, contract, license, or order.
(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(3) Any consequential, indirect, or remote loss.

(4) Any loss resulting from damage to:
(i) finished goods manufactured by **you;** nor for the time required for their reproduction.
(ii) property in transit.

(5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most **we** will pay for a loss under this coverage is the lesser of:

(1) **Your** actual **loss** of **business income** and **necessary expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

Y. Additional Expense

a. **We** will pay the actual and necessary Additional Expense **you** sustain due to:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed fourteen (14) consecutive days from the date of the action.

and for which an **Additional Expense** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. **We** will also pay **Additional Expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

d. Coverage for **Additional Expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic **data,** or any loss or damage to electronic **data.**

e. **We** will not pay for:

(1) Loss of **Business Income**

(2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.

(3) The cost of permanent repair or replacement of property that has been damaged or destroyed.

(4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:

(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
(ii) planned or rescheduled shutdown or Maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a **covered loss.**

(5) Any increase in loss due to:

(i) suspension, cancellation or lapse of any lease, contract, license, or order.
(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(6) Any consequential, indirect, or remote loss.

(7) Any loss resulting from damage to:

(i) finished goods manufactured by **you;** nor for the time required for their reproduction.
(ii) property in transit.

(8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

f. The most **we** will pay for a loss under this coverage is the lesser of:

(1) Your actual **Additional Expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

SECTION VIII - DEFINITIONS

A. Accident means a fortuitous event that causes direct physical damage to **covered equipment.** The event must be one of the following

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
5. An event inside hot water boilers or other heating equipment that damages such equipment; or
6. Bursting, cracking or splitting.

B. Actual cash value means **replacement cost** less deduction for depreciation.

C. Additional Expense means necessary expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
2. Minimize the suspension of business if **you** cannot continue operations.

D. Business income means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
2. Continuing normal operating expenses incurred, including payroll.

E. Coverage agreement period means the time during which coverage is provided by this Coverage Agreement.

F. Covered Equipment means the following unless specified otherwise in an endorsement to this Coverage Agreement:

1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment.**
2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

G. Covered location means those locations shown on the **Schedule of the DECLARATIONS** or on the Schedule of any endorsement to this Coverage Agreement.

H. Covered loss or **loss** means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.

I. Covered property means property covered by this Coverage Agreement.

J. Data means any information recorded on **media** and used in **your** processing operations.

K. Earth movement, whether natural or man-made, includes but is not limited to:

1. Earthquake;
2. Landslide;
3. Mudflow; or
4. Sinking, rising or shifting of the earth.

L. Effective Date means the day and time at which the coverage provided by this Coverage Agreement begins.

M. Flood means: rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer backup resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:

1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**

N. Fungus means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

O. Inland Marine means scheduled:

1. **Communications Equipment - your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.
2. **Contractor's/Mobile Equipment - your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.
3. **Electronic Data Processing Equipment - your** programmable electronic equipment that is used to store, retrieve and process **data,** as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.
4. **Emergency Service Portable Equipment - your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft.**
5. **Fine Arts - your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.
6. **Other Inland Marine - your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
7. **Rented, Borrowed or Leased Equipment** - items in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
8. **Valuable Papers - your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
9. **Watercraft - your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
10. **Blanket Unscheduled Inland Marine - your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of $25,000.

P. Limits of liability means the maximum amount **we** will pay for a **covered loss.**

Q. **Media** means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment.**

R. **Named Storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center, or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence.**

S. **Necessary expenses** means expenses in excess of normal operating expenses, **you** incur in reducing your loss of **business income. We** will not pay more than **we** would pay if **you** had been unable to make up lost production or continue operations or services.

T. **New locations** means:

1. **Real Property you** purchase or rent including **Personal Property** at that location;
2. **Real Property you** begin to build; or
3. **Inland Marine you** purchase.

after the **effective date** of this Coverage Agreement.

U. **Occurrence** means a sudden, identifiable, fortuitous event that result in a **covered loss** or series of events directly resulting from a **covered loss.**

V. **Over the road coverage** means while vehicle is being driven or is in the course of traveling from one location to another.

W. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. **Period of restoration** means:

1. For buildings and equipment, the period of time which:
- **(a)** starts at the time of a **covered loss** and,
- **(b)** ends when using reasonable speed, the building and equipment could be:
  - **(1)** repaired or replaced; and
  - **(2)** made ready for operations;

under the same or equivalent physical and operating conditions that existed prior to the damage.

- **(c)** For buildings under construction:
  - **(1)** **We** will apply the time period defined in **1**. above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
  - **(2)** **We** will give consideration to the actual experience of the business after completion of the construction and start-up.

2. For stock in-process and mercantile stock, including finished goods not manufactured by **you,** the time required using reasonable speed:
- **(a)** To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
- **(b)** To replace physically damaged mercantile stock.

3. For raw materials and supplies, the period of time:

(a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but

(b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.

4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

5. The time required using reasonable speed to restore the physically damaged or destroyed **data,** programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The period of restoration does not include any additional time due to **your** inability to resume operations for any reason, including but not limited to:

(a) Making changes to equipment.

(b) Making changes to the buildings, or structures, except as provided in the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form in Section VII Extensions of Coverage included in this Coverage Agreement.

(c) Restaffing or retraining employees.

(d) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants.**

The expiration of this Coverage Agreement will not terminate the period of restoration. The period of restoration will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement

Y. Personal property means:

1. Personal Property **you** own;

2. Improvements and betterments **you** have made in buildings **you** do not own;

3. Your legal liability to the owner of Personal Property in **your** custody for physical damages to that property resulting from **a covered peril** under this Coverage Agreement.

Z. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

AA. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants.**

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open-air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches, and playground equipment.
6. Property in the open is limited to buildings, structures or real property that are related to or incidental to the normal operation of and are within 1,000 feet of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us.**
7. Property in the open does not include unscheduled signs which are not attached to buildings.

CC. Real Property means buildings and any other above ground structure, including:

1. Attached additions, extensions, permanent fitting or fixtures; and
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.
4. **Real Property** does not include guardrails or traffic barriers.

DD. Replacement cost means the cost to replace **covered property:**

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair, or use.

EE. Schedule of the DECLARATIONS is the schedule of values reported to and on file with **us,** or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. Sinkhole collapse means loss to **covered property** resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.

GG. Software means programs stored on **media** that instruct **electronic data processing equipment** how to process **data.**

HH. Specified perils means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for **Watercraft** while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for underground pipes and for **Watercraft** while in the water; or
13. Theft, except for **Watercraft** while in the water.

II. Volcanic activity means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast;
3. Lava flow. All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single occurrence.

JJ. We, us and **our(s)** means the Trust issuing this agreement, as shown on the DECLARATIONS.

KK. Wind means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. You and **your(s)** mean the named covered party shown on the DECLARATIONS

MM. Property at Miscellaneous Unnamed Locations means any unscheduled miscellaneous **real property** situated within the policy territory that does not have an official designated address and does not fit the definition of a **New Location** under the terms of this coverage agreement.

PUBLIC ENTITY PROPERTY

FLOOD COVERAGE

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.3.

A. **We** will pay for direct physical loss to **covered property** caused by **flood**.

All **flood** losses within a continuous 72-hour period will be considered a single **occurrence.** The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability.**

1. The most **we** will pay for any one **occurrence** of **flood** loss in any one **coverage agreement period** within a state or at a Location shown on the Schedule of this endorsement will be our proportion of the limit of liability shown in the Schedule of this endorsement.

Schedule

State or location	Limit of Liability
FLORIDA	**See DECLARATIONS**
ALL OTHER STATES	**No Coverage**

2. The most **we** will pay for all **flood** losses during any one **coverage agreement period** is $100,000,000. This amount is the most we will pay for all aggregate claims for flood losses by all members of the trust. It is not a per member maximum.

C. FLOOD DEDUCTIBLE

$25,000 any one occurrence except;
Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes and suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location, whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

In the event of a Flood both the Flood deductible and the Special Flood Deductible apply, then the Flood Deductible of $25,000 any one occurrence will apply to locations not designated within **Flood Zones A and V** (and prefixes and suffixes thereof), and the Special Flood Deductible will apply to locations within **Flood Zones A and V** (and prefixes and suffixes thereof).

D. ADDITIONAL DEFINITIONS

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classification of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within A Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classification of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.

PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

A. Deductible(s)
Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, **we** will not pay unless a **covered loss** from any one **occurrence** exceeds the amount shown on this form or any endorsement. **We** will then pay for the excess, up to any other applicable **limit of liability.** If a **covered loss** involves two or more deductibles, **we** will only use the largest of the applicable deductibles, except in respect to Flood, where both the Flood deductible and Special Flood deductible can apply to the same Flood event, or unless shown differently on this form or any endorsement.
2. **Earth Movement** Deductible
   a. **We** will not pay for an **earth movement** loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form PGIT MN-109 unless the loss exceeds deductible shown on the Earth Movement Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence.**
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Earth Movement Schedule

State or Location	Flat Deductible	Percentage Deductible
Florida	See DECLARATIONS	See DECLARATIONS

3. **Flood** Deductible
   a. **We** will not pay for a **flood** loss within a state or at a location shown on FLOOD COVERAGE form PGIT MN-107 until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Flood Schedule

State, Flood Zone, or Location	Flat Deductible
Florida	See DECLARATIONS and PGIT MN-107

4. **Named Storm** Deductible
   a. **We** will not pay for a **named storm** event loss until the loss exceeds deductible shown in the DECLARATIONS. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.

b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

c. Deductible applies per location, as defined by each itemized listing on the applicable schedule.

d. For any Blanket Coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the Total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.

e. **Loss** of **Business Income,** when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of actual **Loss** of **Business Income.**

Example:

5.0% Named Storm Deductible
$100,000 Loss of Business Income Limit

Location #1	Total Insured Value = $100,000
Location #2	Total Insured Value = $200,000
Location #3	Total Insured Value = $300,000
Location #4	Total Insured Value = $400,000

Assume a Named Storm caused the following covered loss:

Location #1	$ 0
Location #2	$20,000
Location #3	$ 5,000
Location #4	$25,000
Loss of Business Income	$10,000

The Loss of Business Income would be allocated 40% to Location #2, 10% to Location #3, and 50% to Location #4 yielding:

Location	Deductible	Adjusted Loss	Payable
#2	$10,000	$20,000 + $4,000 = $24,000	$14,000
#3	$15,000	$5,000 + $1,000 = $6,000	$ 0
#4	$20,000	$25,000 + $5,000 = $30,000	$10,000
TOTAL	$24,000		

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

Words and phrases that appear in quotation marks have special meaning. Refer to **F.** Equipment Breakdown Coverage Definitions. These definitions supersede those in PGIT MN-104 as regards this endorsement.

A. Equipment Breakdown Coverage Agreements

1. Equipment Breakdown – Covered Cause of Loss
Covered Cause of loss is a "Breakdown" to "**Covered Equipment.**"

2. Coverages Provided

Each of the following coverages is provided if either a limit or the word Included is shown for that coverage in the DECLARATIONS. If neither a limit nor the word Included is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to "**Covered Property**" located at the premises described in the DECLARATIONS.

b. Expediting Expenses

With respect to direct damage to "**Covered Property,**" **we** will pay for the extra cost **you** necessarily incur to:

(1) Make temporary repairs; and

(2) Expedite the permanent repairs or replacement of the damaged property.

c. **Loss** of **Business Income**

(1) The coverage as otherwise provided by **Section II – Coverages,** paragraph **B.** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Loss** of **Business Income** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration."**

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

d. **Additional Expense**

(1) The coverage as otherwise provided by **Section II – Coverages,** Item B.2 **Additional Expense** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Additional Expense** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration.**"

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

e. Spoilage Damage

(1) **We** will pay for:

(a) **Your** loss of "perishable goods" due to spoilage;

(b) **Your** loss of "perishable goods" due to spoilage that is caused by or results from an interruption in utility services that is the direct result of a "breakdown" to "**covered equipment**" that is owned by a utility, landlord, or other supplier with whom **you** have a contract to provide **you** with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. Coverage for such loss will begin 24 hours after the time the "breakdown" causes the interruption of the utility service; or

We will also pay any necessary expense **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If **you** are unable to replace the "perishable goods" before its anticipated sale, the amount of **our** payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses **you** otherwise would have had. Otherwise **our** payment will be determined in accordance with the Valuation provision of this Endorsement.

f. Utility Interruption

If **you** have coverage for **Loss** of **Business Income Additional Expense** that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

(1) The interruption is the direct result of a "Breakdown" to "**Covered Equipment"** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes, or provides utility services which **you** receive;

(2) The "**Covered Equipment**" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to **your** premises; and

(3) The interruption of utility services to **your** premises lasts at least the consecutive period of time shown in the DECLARATIONS as the Time Deductible. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

g. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises **you** have purchased or leased. This coverage begins at the time **you** acquire the property and continues for a period not exceeding 90 days, under the following conditions:

(1) **You** must inform us, in writing, of the newly acquired premises as soon as practicable;

(2) **You** agree to pay us an additional premium as determined by us;

(3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other covered premises; and

(4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

h. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increase in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown" which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of the "Breakdown":

(1) **We** will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

(b) **Your** actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

a. The same premises or on another premises if **you** so elect. However, if **you** rebuild at another premises, the most **we** will pay is the increased cost of construction that **we** would have paid to rebuild at the same premises; or

b. Another premises if the relocation is required by the ordinance or law. The most **we** will pay is the increased cost of construction at the new premises.

(2) **We** will not pay for any:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance or law that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with;

(d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or

(e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

(a) The building or structure is damaged by a "Breakdown" that is covered under this agreement;

(b) There is other physical damage that is not covered under this agreement; and

(c) The building damage in its entirety results in enforcement of ordinance or law;

then **we** will not pay the full amount of the loss under this coverage. Instead, **we** will pay only that proportion of such loss, meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Endorsement and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Endorsement even if the building has also sustained damage by a covered "Breakdown."

i. Errors and Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

(1) Any error or unintentional omission in the description or location of property as insured under this Endorsement or any subsequent amendments;

(2) Any failure through error to include any premises owned or occupied by **you** at the inception date of this Agreement; or

(3) Any error or unintentional omission by **you** that results in cancellation of any premises insured by this Endorsement.

No coverage is provided as a result of any error or unintentional omission by **you** in the reporting of values or the coverage **you** requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The agreement premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

j. "**Data**" or "**Media**" Coverage Extension

(1) If "**Media**" is damaged or "**Data**" is lost or corrupted as a direct result of a "Covered Cause of Loss" and such "**Media**" or "**Data**" is located at a premises shown in the DECLARATIONS, **we** will pay the actual cost to:

(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(2) If **you** have selected to **Loss of Business Income** or **Additional Expense** Coverage, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:

(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(3) There shall be no coverage for any loss or expense incurred due to damaged "**Media**" or lost or corrupted "**Data**" if the "**Data**" or "**Media**" cannot be replaced, recreated or restored. To the extent that electronic **data** is not replaced, recreated or restored, the loss will be valued at the cost of replacement of the **media** on which the electronic **data** was stored, with blank **media** of a substantially identical type.

k. "Fungus," Wet Rot and Dry Rot Coverage Extension

(1) Property Damage

(a) **We** will pay for loss or damage by "**Fungus**," wet rot, or dry rot only when the "**Fungus**," wet rot, or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the Agreement period. As used in this Coverage, the term loss or damage means:

Direct physical loss or damage to **"Covered Property"** caused by **"Fungus,"** wet rot, or dry rot including the cost:

(i) To treat, contain, or remove the **"Fungus,"** wet rot, or dry rot;

(ii) To dispose of the **"Fungus,"** wet rot, or dry rot;

(iii) To tear out and replace any **"Covered Property"** as needed to gain access to the **"Fungus,"** wet rot, or dry rot; and

(iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **"Fungus,"** wet rot, or dry rot is present.

(b) Limit

(i) The most **we** will pay for coverage provided under this Coverage is the amount shown in the declarations for this section per **Covered Location** per 12-month period starting with the **effective date** of this Agreement. With respect to a particular **occurrence** of loss which results in **"Fungus,"** wet rot, or dry rot, **we** will not pay more than such limit even if the **"Fungus,"** wet rot, or dry rot continues to be present or active or recurs in a later agreement period.

(ii) If **"fungus,"** wet rot, or dry rot results from damage by water as otherwise covered under this Endorsement, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Coverage.

(iii) If **"fungus,"** wet rot, or dry rot results from a "Covered Cause of Loss" other than water, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Coverage.

(2) Loss of Business Income or **Additional Expense**

(a) If **you** have selected the **Loss** of **Business Income** Coverage or **Additional Expense** Coverage, the applicable coverage is extended to cover the additional loss caused by the presence of **"Fungus,"** wet or dry rot as identified in paragraph **k.(1)(a)** above.

(b) Coverage identified in **k.(2).(a)** above is limited to 30 days. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Coverage for **Loss** of **Business Income** and **Additional Expense.**

l. "Portable **Covered Equipment**"

If there is a limit shown for **Portable Covered Equipment** in the DECLARATIONS that is the most we will pay for loss or damage to "Portable **Covered Equipment**" caused by a Covered Cause of Loss while such equipment is away from the premises described in the DECLARATIONS. If no limit is shown in the Declarations the maximum limit we will pay is $50,000.

B. Equipment Breakdown Coverage Exclusions

With regard to the Coverage provided by this Endorsement only, the following Exclusions apply:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; **sinkhole collapse;** volcanic action; or any other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War or Military Action

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

a. **Flood,** surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by **wind** or not;

b. Mudflow or mudslides; or

c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a “Covered Cause of Loss.” The most **we** will pay for such water damage is the Limit of Coverage showing in the DECLARATIONS for Water Damage Limitation.

6. Delay, interruption of business, loss of use or loss of market except as provided in **Loss** of **Business Income, Additional Expense,** or Utility Interruption coverage.

7. Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust. However, if a “Covered Cause of Loss” ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, **we** will pay for direct loss or damage caused by an explosion of **“Covered Equipment”** of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part;

a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or

b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. Explosion within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. Fire or combustion explosion including those that:

a. Result in a “Covered Cause of Loss”;

b. Occur at the same time as a “Covered Cause of Loss”; or

c. Ensue from a “Covered Cause of Loss.”

11. **“Fungus,”** Wet Rot, and Dry Rot

Presence, growth, proliferation, spread or activity of **“fungus,”** wet rot, or dry rot, except as provided under **A.2.k. “Fungus,”** Wet Rot, And Dry Rot Coverage. However, if a “Covered Cause of Loss” ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

12. **"Electronic Vandalism"**
13. Any indirect loss, including damage due to spoilage, following a "Covered Cause of Loss" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, Utility Interruption Coverage or Spoilage Damage Coverage.
14. Neglect by **you** to use all reasonable means to save and preserve **"Covered Property"** from further damage at and after the time of loss.
15. Ordinance or Law

    Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of **"Covered Property,"** except as provided under Coverage Extensions and Limitations **A.2.h.** However, the words 'use' and 'operation' shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any premises shown in the DECLARATIONS, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.
16. A "Breakdown" that is caused directly or indirectly by Hail or Windstorm.
17. **Specified Perils:** A "Breakdown" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether **you** can collect on it or not. Also excluded are all resulting direct and indirect loss.
    a. Aircraft;
    b. Civil commotion;
    c. Collapse**;**
    d. Freezing caused by cold weather;
    e. Impact of aircraft, missile or vehicle;
    f. Lightning;
    g. Molten material;
    h. Objects falling from aircraft or missiles;
    i. Riot**;**
    j. Smoke;
    k. Vandalism;
    l. Vehicles, including any material carried in or on the vehicles; or
    m. Weight of snow, ice, sleet.
18. Any "Breakdown" to **"Covered Equipment"** that takes place while the **"Covered Equipment"** is undergoing a test which subjects the **"Covered Equipment"** to greater than maximum allowable operating conditions as identified by the manufacturer of the **"Covered Equipment."**
19. Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:
    a. If a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded; and
    b. This exclusion does not apply to loss or damage caused by or resulting from **"Fungus,"** wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11.**
20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
21. With respect to **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, and Utility Interruption Coverage, the following additional exclusions shall apply:
    a. The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
    b. **Your** failure to use due diligence and dispatch to operate **your** business as nearly normal as practicable at the premises shown in the DECLARATIONS.
22. With respect to Spoilage coverage paragraph **A.2.e.(1)(b)** and Utility Interruption Coverage: **Specified Perils,** any loss resulting from the following causes of loss:
    a. Aircraft;
    b. Civil commotion;

c. Collapse;
d. Freezing caused by cold weather;
e. Impact of aircraft, missile or vehicle;
f. Lightning;
g. Molten Material;
h. Objects falling from aircraft or missiles;
i. Riot;
j. Smoke;
k. Vandalism;
l. Vehicles, including any material carried in or on the vehicles;
m. Weight of snow, ice, sleet;
n. Acts of Sabotage; or
o. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. Any other indirect result of a "Covered Cause of Loss" except as provided under any Coverage **A.2.b.** through **l.**

24. With regard to Portable **Covered Equipment** any loss resulting from the following causes of loss:
a. Collision;
b. Overturning; or
c. Collapse or upset of "Portable **Covered Equipment**."

C. Equipment Breakdown Coverage Limits of Coverage

1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.
2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.
3. For each coverage in Paragraph **A.2.** if;
a. Included is shown in the DECLARATIONS, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
b. A limit is shown in the DECLARATIONS, **we** will not pay more than the Limit of Coverage for each such coverage.

4. For any **"Covered Equipment"** that is:

a. Used solely to supply utility services to **your** premises;

b. Owned by a public or private utility;

c. Not in **your** care, custody or control and for which **you** are legally liable; and

d. Covered under this Coverage Form;

the Limit of Coverage for Property Damage stated in the DECLARATIONS is deleted and replaced by the sum of one dollar.

If **you** are a public or private utility, **4.b.** is deleted and replaced by the following:
b. Owned by a public or private utility other than **you;**

5. Unless a higher limit or Included is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is $1,000,000 for each of the following. The limits are part of, not in addition to, the Limit of Coverage for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "**Covered Property**" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Hazardous Substance

Any additional expenses incurred by **you** for the clean-up, repair or replacement or disposal of "**Covered Property**" that is damaged, contaminated or polluted by a "Hazardous Substance."

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.
This coverage applies despite the operation of the Ordinance or Law Exclusion.

d. Water Damage

The damage to "**Covered Property**" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

D. Equipment Breakdown Coverage Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of **covered loss** or damage exceeds the deductible shown in the DECLARATIONS for each applicable coverage. **We** will then pay the amount of **covered loss** or damage in excess of the deductible, up to the applicable Limit of Coverage.

Deductibles apply separately for each applicable coverage except if:

a. A deductible is shown as Combined for any of the coverage in the DECLARATIONS, then **we** will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or

b. More than one "**Covered Equipment**" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the DECLARATIONS, **we** will first subtract the deductible amount from any loss **we** would otherwise pay.

b. Time Deductible

If a time deductible is shown in the DECLARATIONS, **we** will not be liable for any loss under that coverage that occurs during the specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the DECLARATIONS, this deductible will be calculated as follows:

(1) For the entire premises where the loss occurred, determine the total amount of "**Business Income**" that would have been earned during the "**Period of Restoration**" had no "Breakdown" taken place.

(2) Divide the result in Paragraph **(1)** by the number of days the business would have been open during the "**Period of Restoration.**" The result is the daily value.

(3) Multiply the daily value in Paragraph **(2)** by the number of days shown in the DECLARATIONS. **We** will first subtract this deductible amount from any loss **we** would otherwise pay. **We** will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Coverage.

d. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the DECLARATIONS, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum or Maximum Deductibles

(1) If:

(a) A minimum dollar amount deductible is shown in the DECLARATIONS; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

(2) If:

(a) A maximum dollar amount deductible is shown in the DECLARATIONS; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

E. Equipment Breakdown Coverage Conditions

The following conditions apply in addition to the **Section VI –** Conditions in the PROPERTY AND INLAND MARINE COVERAGE FORM:

1. Loss Conditions

a. Defense
We may elect to defend **you** against suits arising from claims of owners of property. **We** will do this at **our** expense.

b. Insurance Under Two or More Coverages
If two or more of this Endorsement's coverages apply to the same loss or damage, **we** will not pay more than the actual amount of the loss or damage.

c. Other Insurance

(1) **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Endorsement. If **you** do, **we** will pay **our** share of the **covered loss** or damage. **Our** share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph **(1), we** will pay only for the amount of **covered loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Coverage.

d. Valuation

With regard to the coverage provided by this Endorsement only, Section V – Valuations in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced with the following:

(1) **We** will determine the value of "**Covered Property**" in the event of loss or damage as follows:

(a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, ore replacing on the same site or another site whichever is the less costly;

Except **we** will not pay for such damaged property that is obsolete and useless to **you**.

(2) If **you** elect or **we** require that the repair or replacement of the damaged "**Covered Equipment**" be done in a manner that:

(a) Improves the environment;

(b) Increases efficiency; or

(c) Enhances safety;

while maintaining the existing function, then **we** will pay, subject to the limit of coverage, up to an additional 50% of the property damage amount for the "**Covered Equipment**" otherwise recoverable.

(3) If:

(a) Any damaged "**Covered Property**" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown,"

we will reimburse **you** for the unused costs of non-refundable, non-transferrable warranties or contracts.

(4) Unless **we** agree otherwise in writing, if **you** do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then **we** will pay only the smaller of the:

(a) Cost to repair or replace; or

(b) **Actual Cash Value** at the time of the "Breakdown."

(5) If all of the following conditions are met, property held by **you** for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had:

(a) The property was manufactured by **you;**

(b) The selling price of the property is more than the **replacement cost** of the property; and

(c) **You** are unable to replace the property before its anticipated sale.

(6) **We** will pay for loss to damaged "**Data**" or "**Media**" as follows:

(a) **Replacement cost** for "**Data**" or "**Media**" that are mass produced and commercially available; and

(b) The cost **you** actually spend to reproduce the records on blank material for all other "**Data**" or "**Media**" of like kind and quality or property of similar functional use.

However, **we** will not pay for "**Data**" or "**Media**" that **we** determine is not or cannot be replaced with "**Data**" or "**Media**" of like kind and quality or property of similar functional use.

(7) **We** will determine the value of "**Covered Property**" under Spoilage Damage Coverage as follows:

(a) For raw materials, the **replacement cost;**

(b) For property in process, the **replacement cost** of the raw materials, the labor expended and the proper proportion of overhead charges; and

(c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had.

(8) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

2. General Conditions

a. Additional Covered Party

If a person or organization is designated in this Coverage Part as an Additional Covered Party, **we** will consider them to be a Covered Party under this Coverage Part to the extent of their interest.

b. Suspension

Whenever "**Covered Equipment**" is found to be in, or exposed to, a dangerous condition, any of **our** representatives may immediately suspend the coverage against loss from a "Breakdown" to that "**Covered Equipment**." This can be done by delivering or mailing a written notice of suspension to:

(1) **Your** last known address; or

(2) The address where the "**Covered Equipment**" is located.

Once suspended in this way, **your** coverage can be reinstated only by an endorsement for that "**Covered Equipment**."

If **we** suspend **your** coverage, **you** will get a pro rata refund of premium for that "**Covered Equipment.**" But the suspension will be effective even if **we** have not yet made or offered a refund.

F. Equipment Breakdown Coverage Definitions

The following definitions apply in addition to the definitions found elsewhere in this Agreement.

1. "Breakdown"

a. Means the following direct physical loss that causes damage to "**Covered Equipment**" and necessitates its repair or replacement:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure including rupture or bursting caused by centrifugal force; or

(3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time to provide instructions to "**Covered Equipment**";

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the "**Covered Equipment**" or any of its parts;

(6) The functioning of any safety or protection device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Computer Equipment" means:

a. **Your** programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "**Data**" or "**Media**."

3. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Equipment**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

"Covered Equipment"

a. Means and includes any:

(1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

(2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;

(3) Communication equipment, and "Computer Equipment:; and

(4) Equipment in Paragraphs **(1), (2)** and **(3)** that is owned by a public or private utility and used solely to supply utility services to **your** premises.

However, if Coverage **A.2.f.** Utility Interruption is provided, then Paragraph **3.a.(4)** does not apply. Except for Paragraph **3.a.(4),** Utility Interruption, the "**Covered Equipment**" must be located at a premises described in the DECLARATIONS and be owned, leased, or operated under **your** control.

b. Does not mean or include any:

(1) "**Media**";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any **"Covered Equipment";**

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;

(5) Catalyst;

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the "**Covered Equipment**" or part of the "**Covered Equipment**" including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "**Covered Equipment**" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(9) Dragline, excavation, or construction equipment including any "**Covered Equipment**" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

(10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic dental or pathological purposes including any "**Covered Equipment**" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as Included in the Declarations;

(12) Equipment or any part of such equipment manufactured by **you** for sale; or

(13) Contractors/Mobile Equipment

4. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Property**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

a. "**Covered Property**" means any property that:

(1) **You** own; or

(2) Is in **your** care, custody or control and for which **you** are legally liable.

b. "**Covered Property**" does not mean:

(1) "**Data**"

(2) Dams, Dikes or levees; or

(3) Animals

5. With regard to the coverage provided by this Coverage Form only, the definition of "**Data**" in the Property and Inland Marine Coverage Form is deleted and replaced by:

"**Data**" means:

a. Programmed and recorded material stored on **"Media"**; and

b. Programming records used for **electronic data processing,** or electronically controlled equipment.

6. "**Electronic Vandalism**" means:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(2) Replicates itself, impairing the performance of computers or computer systems or networks; or

(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

7. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

8. With regard to the coverage provided by this Coverage Form only, the definition of **"Media"** in the Property and Inland Marine Coverage Form is deleted and replaced by:

"Media" means **electronic data processing** or storage media such as films, tapes, discs, drums or cells.

9. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown." All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown."

10. With regard to the coverage provided by this Coverage Form only, the definition of **"Period of Restoration"** in the property and Inland Marine Coverage Form is deleted and replaced by:

"Period of Restoration" means the period of time that:

a. Begins at the time of the "Breakdown;" and

b. Ends 5 consecutive days after the date when the damaged property at the premises described in the DECLARATIONS is repaired or replaced with reasonable speed and similar quality.

11. "Perishable Goods" means any **"Covered Property**" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

12. "Portable **covered equipment**" is "**covered equipment**" that:

a. Is **your** "**Covered Property**" and operated by **you** or by someone **you** have designated to operate such equipment;

b. Is not in transit, but is located at a fixed location;

c. Is equipment that is in use or connected and ready for use; and

d. Is equipment that is not mounted on a vehicle. However, Equipment that is mounted on a trailer is considered as "portable **covered equipment**," however there shall be no coverage for the trailer.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

EXCESS WORKERS COMPENSATION
COVERAGE PART DECLARATIONS

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Self Insured Retention

All Employees	$350,000	Accident Limit
	$350,000	Each Employee for Disease

Coverage

Part One – Workers' Compensation

Bodily Injury by Accident	Statutory Each Accident
Bodily Injury by Disease	Statutory Each Employee

Part Two – Employers Liability

Bodily Injury by Accident	$ 1,000,000	Each Accident
Bodily Injury by Disease	$ 1,000,000	Agreement Limit
Bodily Injury by Disease	$ 1,000,000	Each Employee

Estimated Payroll Amount – Police & Fire	$9,878,331
Estimated Payroll Amount – All Other Employees	$14,516,755

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY

EXCESS WORKERS COMPENSATION COVERAGE FORM

In return for the payment of the premium and subject to all terms of this coverage agreement, we agree with you as follows:

GENERAL SECTION

A. Self-Insurance. Your acceptance of this **Coverage Agreement** indicates that you are now and will remain until the end of the **Coverage Agreement** period a duly qualified self-insurer in Florida. If you are not a duly qualified self-insurer with respect to any loss covered by this **Coverage Agreement** , this **Coverage Agreement** will apply as if you were.

B. Covered party. The **Covered Party** is named in the declarations. If the **Covered Party** is a partnership or joint venture, each partner or member of the joint venture is a covered party only in the capacity as employer of employees of the partnership or joint venture.

C. The Coverage Agreement. This **Coverage Agreement** includes the declarations and any attached endorsements. It is a contract of coverage between you (the **Covered Party** named on the declarations) and us (the **Trust** named on the declarations). The only agreements related to this coverage are stated in this coverage agreement. The terms of this **Coverage Agreement** may not be changed or waived except by endorsement issued by us to be a part of this **Coverage Agreement.**

D. Coverage Agreement Period means the period of time covered by this **Coverage Agreement** as shown in the declarations. If this **Coverage Agreement** is cancelled, the **Coverage Agreement** period will end at 12:01 A.M. on the cancellation date.

E. Workers' Compensation Law includes occupational disease law. It does not include the provisions of any law that provides non-occupational disability benefits.

F. Subrogation

1. In the event of any payment under this **Coverage Agreement,** we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

G. Exclusions:

1. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal works or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.
2. Bodily injury to any person subject to the Federal Employers' Liability Act (45 USC Sections 051-060) and any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course and scope of employment, or any amendments to those laws.
3. Bodily injury to a master or member of the crew of any vessel.
4. Fines or penalties imposed for violation of federal or state law.
5. Damages payment under the Migrant and Seasonal Agricultural Workers' Compensation Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulation issued thereunder, and any amendments to those laws.

H. Late Reporting Penalty. As respects each accident or each employee for disease:

1. If you do not give us written notice within one year of when required by Part Three, our indemnity will be reduced by 15%

2. If you do not give us written notice within three years of when required by Part Three, our indemnity will be reduced by 40%.

PART ONE - WORKERS' COMPENSATION

A. How This Part Applies. Part One applies to loss paid by you because of liability imposed upon you by the workers' compensation law of Florida. LIABILITY MUST RESULT FROM BODILY INJURY BY ACCIDENT OR BODILY INJURY BY DISEASE SUSTAINED BY AN EMPLOYEE YOU EMPLOY IN FLORIDA. Bodily injury includes resulting death.

Bodily injury by accident must occur during this period. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage agreement period. Bodily injury by disease does not include disease that results directly from bodily injury by accident. **Bodily injury by disease includes cumulative trauma.**

B. Your Retention. You must retain loss as shown in the declarations. This retention applies to Part One loss and to Part Two loss together. IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT YOUR RETENTION FOR DISEASE APPLIES SEPARATELY TO EACH EMPLOYEE. Naming more than one covered party in the declarations does not increase your retention.

C. Our Indemnity. We will indemnify you for loss paid by you in excess of your retention. This indemnity may be reduced by a late reporting penalty.

D. Our Limit. The most loss we will reimburse you for with respect to each accident is shown in the declarations. The most loss we will reimburse you for with respect to each employee for disease is shown in the declarations. Naming more than one **Covered Party** in the declarations does not increase our limit.

E. Loss means the amount actually paid by you for regular benefits provided under the workers' compensation law in effect upon the date the accident or disease exposure occurs. Loss includes:

1. The amount paid by you in settlement of claims for regular benefits under the workers' compensation law;

2. The amount paid by you in satisfaction of awards or judgments for regular benefits under the workers' compensation law;

3. Court Costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to workers' compensation claims. This subparagraph 3 does not include:

a. salaries paid to your employees;

b. service company fees;

c. claims administrator fees.

F. Exclusions. Part One does not cover:

1. Loss insured by full coverage workers' compensation or employers liability insurance;

2. Loss payable under the workers' compensation law of any state other than Florida, if you are protected from the loss by any other insurance.

3. Any loss arising out of operations for which you have rejected any workers' compensation law;

4. Punitive or exemplary damages;

5. Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

G. Payments You Must Make. You are responsible (without reimbursement from us) for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. Of your serious and willful misconduct;

2. You knowingly employ an employee in violation of law;

3. You fail to comply with a health or safety law or regulation;
4. You discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law; or
5. You violate or fail to comply with any workers' compensation law.

H. Other Insurance. If, as respects Florida, any other insurance exists protecting you against loss covered by this Coverage Agreement, this Coverage Agreement shall apply in excess of the other insurance.

PART TWO - EMPLOYERS LIABILITY

A. How This Part Applies. Part Two applies to loss paid by you for damages imposed upon you by the laws of Florida. DAMAGES MUST RESULT FROM BODILY INJURY BY ACCIDENT OR BODILY INJURY BY DISEASE SUSTAINED BY AN EMPLOYEE YOU EMPLOY IN FLORIDA. Bodily injury includes resulting death.

Bodily injury must arise out of and in the course of the injured employee's employment by you.

Bodily injury by accident must occur during the coverage agreement period. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage agreement period. Bodily injury by disease does not include disease that results directly from bodily injury by accident. **Bodily injury by disease includes cumulative trauma.**

B. Your Retention. You must retain loss as shown in the declarations. This retention applies to Part One loss and Part Two loss together. IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT YOUR RETENTION FOR DISEASE APPLIES SEPARATELY TO EACH EMPLOYEE. Naming more than one Covered party in the declarations does not increase your retention.

C. Our Indemnity. We will indemnify you for loss paid by you in excess of your retention. This indemnity may be reduced by a late reporting penalty.

D. Our Limit. The most loss we will reimburse you for with respect to each accident is shown in the declarations. The most loss we will reimburse you for with respect to each employee for disease is shown in the declarations. Naming more than one Covered party in the declarations does not increase our limit.

E. Loss means the amount actually paid by you for damages imposed upon you by law. Loss includes:

1. The amount paid by you in settlement of claims for legal damages;
2. The amount paid by you in satisfaction of awards or judgments for damages;
3. Court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to employers liability claims. This subparagraph 3 does not include:
   a. salaries paid to your employees;
   b. service company fees;
   c. claims administrator fees.

F. Damages includes:

1. Damages for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; and
2. Damages for care and loss of services; and
3. Damages for consequential bodily injury to a spouse, child, parent, brother or sister of the covered employee;

   Provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the covered employee's employment by you; and
4. Damages because of bodily injury to your employee that arise out of and in the course of employment, claimed against you in a capacity other than as employer.

G. Exclusions. Part Two does not cover:

1. Liability assumed under a contract;
2. Loss payable under the law of any other state than Florida, if you are protected from the loss by any other insurance;
3. Punitive or exemplary damages;
4. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers.
5. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
6. Bodily injury intentionally caused or aggravated by you. This exclusion does not apply to claim expenses (listed in subparagraph 3 of the definition of loss) related to the injury;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury occurring outside the United States of America. This exclusion does not apply to bodily injury to a citizen or resident of Florida who is temporarily working outside the United States for the Covered party;
9. Damages arising out of operations for which you:
   a. have violated or failed to comply with any workers' compensation law, or
   b. have rejected any workers' compensation law.

I. Other Insurance. If, as respects Florida, any other insurance exists protecting you against loss covered by this Coverage Agreement, this Coverage Agreement shall apply in excess of the other insurance.

PART THREE - CLAIMS

A. Your Claims Handling Duties. It is your responsibility to investigate, settle, defend and appeal any claim made against you. It is also your responsibility to investigate, settle, defend and appeal any suit brought or other proceedings instituted against you.

You shall have the obligation to pursue a reasonable settlement and accept any reasonable offer of settlement of any such claim, suit, or other proceedings. You shall use diligence and prudence to settle all such claims, suits, or other proceedings which in the exercise of sound judgment should be settled. However, you shall not make or agree to any settlement for any sum in excess of the Self Insured Retention without the approval of the Trust. In the event of your failure to comply with this paragraph, the Trust shall owe no duty to indemnify you for any loss, cost, or expense paid by you in excess of your Self Insured Retention.

B. Your Claims Reporting Duties. It is important for you to understand that "Written Notice" shall contain complete details of the injury, disease or death. Providing loss runs does not constitute notice.

1. You must give us written notice as soon as you learn of any of the following events involving loss which exceed (or might in the future exceed) 50% of your retention:

   a. claim;
   b. award;
   c. verdict;
   d. action;
   e. suit;
   f. proceeding;
   g. judgment.

2. You must give us immediate (within 14 days) written notice of any accident involving:
   a. fatality;
   b. spinal cord injury, quadriplegia, paraplegia, or paralysis
   c. a permanent total disability as defined in the workers' compensation law;
   d. serious burn injury;
   e. brain injury;
   f. amputation of a major member.
   g. Loss of vision or any other senses
   h. Massive internal injuries affecting body organ or organs
   i. All workers' compensation employer liability claims
   j. Disabilities for a period of six (6) months or more
   k. Bodily injury to two (2) or more covered employees from a single accident

C. **Claims Information.** You agree to send to us any claims information which we may request.

D. **Claims Participation By Us.** At our own election and expense, we have the right and shall be given the opportunity to participate with you in the settlement, defense or appeal of any claim, suit or proceeding which might involve a loss to us. We have no duty to investigate, handle, settle or defend any claims, suits, or proceedings against you.

E. **Proof of Loss.** When paid loss exceeds your retention, you must provide us with a payment register listing all payments made on the claim. We will reimburse you the amount you have paid in excess of your retention, within 30 days of receiving in a form acceptable to us, a complete and proper proof of loss.

F. **Commutation.** Beginning thirty-six (36) months after receipt of notice by us of a claim, we may then, or at any time after, submit the claim for commutation. If we so elect, the claim shall be submitted to an actuary or appraiser to be mutually appointed by you and us. Should we both fail to agree upon an actuary or appraiser, then each party shall select an actuary or appraiser who shall then select an independent actuary, or appraiser who shall fix a lump sum amount. We may pay the lump sum amount, which shall constitute a full and final release of our liability for the claim. However, such lump sum payment shall not constitute a full and final release of our liability if, after the lump sum payment, any supplemental award is made increasing the amount of benefits payable to the Employee and his/her dependents. Any additional liability, at our election, may immediately be commuted via the process above and we may discharge such liability payment of another lump sum.

G. **Claim Audit.** You will let us or our representative examine and audit claim files upon our request. These audits may be conducted during your regular business hours.

PART FOUR - PREMIUM

A. Deposit and Adjustment Premiums. At the beginning of the **Coverage Agreement** period you must pay us the deposit premium shown in the declarations.

At the end of the **Coverage Agreement** period:

1. You will owe us the amount by which the final premium is greater than the deposit premium; or
2. We will owe you the amount by which the deposit premium is greater than the final premium.

B. Payroll Report. Within 45 days after the end of the **Coverage Agreement Period,** send us a report showing the amount of payroll earned by your employees during the **Coverage Agreement Period.** The report must show payroll separately for each classification.

C. Final Premium. The final premium due us for the coverage agreement period will be computed based on audited payrolls. The final premium will be calculated pro rata based on the time this **Coverage Agreement** was in force. Final premium will not be less than the minimum premium.

D. **Payroll** means the gross pay of your employees for the coverage agreement period plus other amounts and items received by your employees as part of their pay for the coverage agreement period. We will send you a payroll reporting form describing what is included in payroll.

E. **Records.** You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

F. **Audit.** You will let us or our representatives examine and audit all your payroll records. The audits may be conducted during your regular business hours.

PART FIVE - CONDITIONS

A. **Agreement Upon Terms.** Your acceptance of this **Coverage Agreement** means that you agree with us upon the terms of this **Coverage Agreement.**

B. **Sole Representation.** The **Covered Party** first named in the declarations will act on behalf of all **Covered Parties** to change this **Coverage Agreement,** accept loss payments, receive return premium and give or receive notice of cancellation.

C. **Bankruptcy or Insolvency.** Your bankruptcy or insolvency will not relieve us from the payment of any claim covered by this **Coverage Agreement.** After the retention shown on the declarations has been paid, we will make payments as if you had not become bankrupt or insolvent but not in excess of the **Trust's** Limit of Indemnity. An appropriate court will make payment to the Trustee in Bankruptcy or as directed.

D. **Transfer of Your Rights and Duties.** Your rights or duties under this **Coverage Agreement** may not be transferred without our written consent. This provision does not apply to duties transferred to a Third Party Administrator a claims administrator.

E. **Service and Administration.** This **Coverage Agreement** contemplates the concurrent and continued existence of separate Third Party Administrator service agreement between you and a Third Party Administrator approved by us. You must notify us within 60 days should you decide to change the Third Party Administrator.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMOBILE
COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

This agreement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		Total Any One Accident Subject to **PGIT**	Not Included
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	STATUTORY	Not Included
AUTO MEDICAL PAYMENTS			Not Included
UNINSURED MOTORISTS			Not Included
UNDERINSURED MOTORISTS			Not Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $_____ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos"	Not Included
PHYSICAL DAMAGE COLLISION COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE TOWING AND LABOR (Not available in California)	N/A	N/A For Each Disablement of A Private Passenger "Auto"	Not Included
		PREMIUM	**INCLUDED**

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED SCHEDULE

ITEM FOUR

SCHEDULE FOR HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE	FACTOR (if Liability Cov. Is Primary)	PREMIUM
FL	$ IF ANY	FLAT CHARGE		Not Included

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF COVERAGE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIRS OR $35,000 , WHICHEVER IS LESS, MINUS $25,000 DED. FOR EACH COVERED AUTO.	**$IF ANY**	**$**	Included
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	**$**	**$**	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIRS OR $35,000 , WHICHEVER IS LESS, MINUS $25,000 DED. FOR EACH COVERED AUTO	**$IF ANY**	**$**	Included
			PREMIUM	Included

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED COVERED PARTY'S BUSINESS	RATING BASIS	PREMIUM
Municipality	**$IF ANY**	Not Included

FORMS AND ENDORSEMENTS
Forms and endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description of Covered Auto Designation

Symbols SYMBOL DESCRIPTION

1 = ANY "AUTO."

2 = ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business

10 = Per definition assigned on PGIT MN-399, if applicable.

B. Owned Autos You Acquire After the Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during the remainder of the annual coverage term, except as noted in B.2.c. below. If the coverage agreement period is a two year agreement then the annual premium change will be reflected in the 2nd year of the coverage agreement renewal premium.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
   c. Additional and return premium will be subject to pro-rata adjustment. This pro-rata adjustment will apply to all coverage for the "autos" that are added or deleted.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II- LIABILITY COVERAGE

A. Coverage

We will pay all sums a “covered party” legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums a “covered party” legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

1. Who Is A Covered Party

The following are "covered parties":

a. You for any covered "auto."

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

(4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."

(5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of a “covered party” described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the “covered party”:

(1) All expenses we incur.

(2) Up to $1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.

(4) All reasonable expenses incurred by the “covered party” at our request, including actual loss of earning up to $250 a day because of time off from work.

(5) All costs taxed against the “covered party” in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the “covered party” would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the “covered party” or the “covered party’s” coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability "Bodily injury" to:

a. An employee of the “covered party” arising out of and in the course of employment by the “covered party”; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

(1) Whether the “covered party” may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the “covered party” under an "insured contract."

5. Fellow Employee

"Bodily injury" to any fellow employee of the “covered party” arising out of and in the course of the fellow employee's employment.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party’s" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the “covered party”; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph **a**. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c**. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Professional Liability

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

14. Racing

This coverage does not apply to any "bodily injury" or "property damage" sustained as a result of any covered "auto" while the covered “auto” is being used in any professional or non-professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any “bodily injury” sustained while the “auto” is being prepared for such a contest or activity.

C. Limit Of Coverage

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.

2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.

4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations - **FLORIDA AUTOMOBILE LIABILITY LIMITS** we will pay:

a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;

b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or

c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.

5. Damages will not include:

a. taxes, fines, penalties, or sanctions;

b. punitive or exemplary damages or the multiple portion of any multiplied damages award;

c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

D. Other Coverage

For any covered “autos” you do not own, hire, rent or borrow that are used in connection with your business, the coverage provided by this Coverage Form is excess over any other collectible coverage.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage. From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

c. Collision Coverage. Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Theft: We will pay up to $50 per day subject to the rental coverage aggregate provided in coverage part 5. Rental Coverage below of $5,000 in any one coverage period for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage agreement's expiration, when the covered "auto" is returned to use or we pay for its "loss."

5. Rental Coverage

a. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered “auto” or,

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred that relate directly to the “loss” of the covered auto.

(2) The maximum payment stated applicable to “any one day” or “any one coverage period” for each occurrence.

d. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

e. The maximum amount payable is $50.00 per day per covered automobile per occurrence, or $5,000 in the aggregate for the coverage period in which the losses occur. The rental coverage for theft also applies under this same aggregate.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

(4) Equipment designed or used for the detection or location of radar.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this agreement:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

c. We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, or stunting activity, or while practicing for any such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. 110% of the value reported on the applicable schedule
4. If the valuation type shown on the automobile schedule is “agreed value”, then items C1 and 3 do not apply and the loss is paid based on the cost to repair or the agreed value on the schedule, whichever is less, less the applicable deductible.
5. Limited Replacement Cost: We will reimburse, on a replacement cost basis, the Named Covered Party of an owned and scheduled private passenger vehicle, light truck, or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or vehicle types other than those listed in the preceding sentence.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is A Covered Party

1. You while "occupying" or, while a pedestrian, when struck by any "auto."

2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."

3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by an covered party while the "auto" is being prepared for such a contest or activity.

D. Limit of Coverage

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

E. Changes In Conditions

Section V - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section V.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

SECTION V - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "covered party's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "covered party" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

4. Loss Payment - Physical Damage

Coverages At our option we may:

a. Pay for, repair or replace damaged or stolen property; or

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

6. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

a. Formal proclamations or resolutions by your governing board in opposition to such legislation;

b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

c. Personal contact by your officials and employees with legislators identified by us.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "covered party," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the Coverage Agreement period shown in the Declarations; and

b. Within the coverage

territory. The coverage

territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico; and

(4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.

b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding that the “covered party” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "covered party";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the “covered party” for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the

covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment."

d. Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to a “covered party” with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

d. That does not comply with Florida Statute 768.28.

G. "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.

H. "Loss" means direct and accidental loss or damage.

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in paragraphs **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos":

J. "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. "Property damage" means damage to or loss of use of tangible property.

L. "Suit" means a civil proceeding in which:

(1) Damages because of "bodily injury" or "property damage"; or

(2) A "covered pollution cost or expense"

to which this coverage applies, are alleged.

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are
claimed and to which the "covered party" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other Physical Damage Coverage provisions will apply.
3. Paragraph **1.** of Loss Conditions, Appraisal for Physical Damage Loss, is replaced by the following:

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and
b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

B. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by a "covered party" with us for:
a. "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
c. "Loss" to a covered "auto" or its equipment, in any amount;
either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

3. The request must state:
a. Why mediation is being requested.
b. The issues in dispute, which are to be mediated.

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. The participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300,** the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**

Where indicated by (X) below, coverage applies to the subdivision or an agency of the state of Florida or a mortgagee/bondholder as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 and 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operation, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

(1) Unless the written “insured contract”, agreement or permit was executed prior to the “bodily injury,” “property damage,” “personal injury” or “advertising injury;”

(2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) “Bodily injury” or “property damage” occurring after you cease to lease or rent the equipment;

(2) “Bodily injury” or “property damage” arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) “Property damage” to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - **WHO IS** A **COVERED PARTY** is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";

(2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) "Property damage" to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY – MORTGAGEE or BONDHOLDER**

SECTION II - **WHO IS A COVERED PARTY** is amended to include any mortgagee or bondholder (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written contract to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operations on the premises owned by the Covered Party, in which said Additional Covered Party possesses an interest.

The coverage afforded to the **Additional Covered Party** does not apply:

(1) Unless the written contract was executed prior to the occurrence of the "bodily injury," "property damage," "personal injury" or "advertising injury" for which coverage is sought

(2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

Notwithstanding any other provision of this agreement, with the sole exception of that coverage extended to a mortgagee or bondholder, this endorsement extends coverage to an Additional Covered Party, only in the event that said entity is a subdivision or agency of the state of Florida, within the contemplation of *Section 768.28, Florida Statutes*, and entitled to the privileges, immunities and protections afforded by said statute. Neither the Covered Party, Additional Covered Party nor the Trust waive any of the privileges, immunities and protections afforded by the doctrine of sovereign immunity or *Section 768.28, Florida Statutes.*

PUBLIC ENTITY

SELF INSURED RETENTION SCHEDULE AND ENDORSEMENT

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

SELF INSURED RETENTION SCHEDULE

The Coverage Limits shown on the Declarations Pages and/or General Change Endorsement/s will apply excess of the “Self Insured Retention” when indicated with an "X" below. If this Coverage form contradicts any other Coverage form, this form becomes primary for those incidents of conflict.

The “Self Insured Retention” shall not be part of and is in addition to the Coverage Limits shown on the Declarations Pages and/or General Change Endorsement/s, and shall not reduce said Coverage Limits, when indicated with an “X” below.

	PROPERTY		Each Occurence
	INLAND MARINE		Each Occurrence
	CRIME		
	GENERAL LIABILITY (includes Employee Benefits)		Per Person / Per Occurrence
	LAW ENFORCEMENT LIABILITY		Per Person / Per Occurrence
	PUBLIC OFFICIALS LIABILITY		Each Claim
	EMPLOYMENT PRACTICES LIABILITY		Each Claim
	AUTOMOBILE LIABILITY		Per Person / Per Accident
	AUTOMOBILE PHYSICAL DAMAGE – COMP		Each Accident
	AUTOMOBILE PHYSICAL DAMAGE – COLL		Each Accident
X	EXCESS WORKERS COMPENSATION	$350,000	Each Occurrence

CLAIMS

A. Your Claims Handling Duties- It is your responsibility to investigate, settle, defend and appeal any claim made against you for coverages indicated above. It is also your responsibility to investigate, settle, defend and appeal any suit brought or other proceedings instituted against you.

You shall have the obligation to pursue a reasonable settlement and accept any reasonable offer of settlement of any such claim, suit, or other proceedings. You shall use diligence and prudence to settle all such claims, suits, or other proceedings which in the exercise of sound judgment should be settled. However, you shall not make or agree to any settlement for any sum in excess of the Self Insured Retention without the approval of the Trust. In the event of your failure to comply with this paragraph, the Trust shall owe no duty to indemnify you for any loss, cost, or expense paid by you in excess of your Self Insured Retention.

B. Your Claims Reporting Duties- It is important for you to understand that “Written Notice” shall contain complete details of the allegation, claim, injury, or death. Providing loss runs does not constitute notice.

1. You must report all claims for coverages on a Claims Made basis on your "self insured retention" immediately.

2. You must give us written notice as soon as you learn of any loss which exceeds, or might in the future exceed, 50% of your “self insured retention.”
3. You must give us immediate (within 14 days) written notice of any accident involving:
   - **a.** Death
   - **b.** Head injuries involving brain damage
   - **c.** Quadriplegia, paraplegia, or paralysis
   - **d.** Amputation of a major body member
   - **e.** Loss of vision or any other senses
   - **f.** Rape and/or serious physical assault
   - **g.** Massive internal injuries affecting body organ or organs.
   - **h.** HIV related issues
   - **i.** Third degree burns - covering 20% of the body; or Second degree burns - covering 30% of the body
   - **j.** Heart attack claims
   - **k.** Class action, violation of civil rights, discrimination, wrongful employment practice
   - **l.** Environmental claims involving pollution, contamination, toxic chemicals, radiation, or asbestos
   - **m.** All workers' compensation employer liability claims
   - **n.** Any claim that is going to trial, regardless of the exposure
   - **o.** Multiple claims arising out of an occurrence
   - **p.** Losses involving coverage questions
   - **q.** Losses where there is a demand for monies in excess of the "self insured retention"
   - **r.** Significant Psychoneurotic involvement / PTSD
   - **s.** Sexual Abuse or Sexual Harassment
   - **t.** Permanent Total Disability
   - **u.** Disabilities for a period of six (6) months or more

C. Claims Information- You agree to send to us any claims information which we may request. You agree to submit a claim status update for all claims to us on a quarterly basis by the 15th day after the quarter month ending.

D. Claims Participation By Us- Whenever an action or claim is asserted against any "Covered party" that may involve our liability under the Coverage Agreement, the "Covered party" shall keep us regularly apprised of the status and developments concerning the action or claim. The Trust shall not be required to furnish a reservation of rights (either in writing or verbally) to a "Covered party" with respect to the action or claim unless and until we determine in our reasonable opinion that payment of combined insured damages and insured allocated costs and expenses will exhaust, per " occurrence", "accident", offense, or "Wrongful Act", the self insured retention or we give written notice that we have assumed the defense of the action or claim against the "Covered party". This paragraph does not alter

any other notification or reporting requirements on behalf of any "Covered party" as provided elsewhere in the Coverage Agreement.

E. Change of Claim Handling Agency- The Covered Party shall obtain our direct written consent to change, or end, a “third party administrator’s” services. This provision also applies subsequent to the term of this Coverage Agreement.

F. Appeal- We have the right to appeal any judgment that results in a verdict when the verdict is equal or greater than the Covered Party’s “self insured retention.”

G. Proof of Loss- When paid loss exceeds your retention, you must provide us with a payment register listing all payments made on the claim. We will reimburse you the eligible amount you have paid in excess of your retention, within 30 days of receiving a form acceptable to us, a complete and proper proof of loss.

H. Claim Audit- You will let us or our representative examine and audit claim files upon our request. These audits may be conducted during your regular business hours.

I. Defense Counsel- You have the right to select defense counsel of your choosing, however only reasonable and necessary attorney’s fees in accordance with the Preferred Panel Counsel hourly rate schedule and the Preferred Attorney Guidelines at the time of loss will be applied to the claim and eligible for reimbursement if all other Policy Conditions are met. The Preferred Panel Counsel hourly rate schedule and the Preferred Attorney Guidelines are distributed to both the Insured Member and their respective Third-Party Administrator.

DEFINITIONS

A. Allocated Claims Expenses

“Allocated claims expense” means expenses incurred in connection with the investigation of “occurrences”, adjustment of claims and defense and settlement or trial of “suits.” “Allocated claims expenses” include, but are not limited to, payments for attorneys, law firms (rates not to exceed Preferred’s approved Panel Counsel hourly rate schedule at time of loss), doctors, experts, appraisers, photographers, adjusters, investigators, printers, stenographers, costs of appeal bonds and pre and post judgment interest. “Allocated claims expense” does not include any salaries or fees paid to the “third party administrator,” or salaries or wages of any regular full time or part time employee of the Covered Party. The TPA/Member will be held responsible for any fees or fines associated with their failure to follow State and Federal requirements.

B. Self Insured Retention

The “self insured retention” means that sum or sums indicated in the Coverage Declarations and general endorsements or the Self Insured Retention Schedule, which the Covered Party shall pay:

1. For settlement or satisfaction of claims, “suits” or judgments, after making deductions for all salvages and recoveries; plus
2. “Allocated claims expenses.”

The “self insured retention” shall be paid by the Covered Party prior to any obligation on the part of us.

C. Third Party Administrator

“Third party administrator” means the independent organization that provides claims services under contract to you.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Inland Marine Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
001	Unscheduled Items		Blanket Unscheduled	10/01/2023 / 10/01/2024	$2,766,589.00	$25,000
002	2015 Vac Con	5146839	Communication Equipment - ACV	10/01/2023 / 10/01/2024	$245,739.00	$25,000
003	2003 Cat 928G,	DJD00455	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$137,096.00	$25,000
004	2001 Cat Grader	6YN00043	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$88,154.00	$25,000
005	1997 Ford F6640 Tractor,	075755B	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$48,887.00	$25,000
006	John Deere 3225C	TC3225C020222	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$34,784.00	$25,000
007	2007 Gradall X	210017887	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$188,785.00	$25,000
008	1999 Caterpillar 938G Construction Equip	4YS0952	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$146,464.00	$25,000
009	2009 Caterpillar Mt525Bbmwr Construction Equip	T261073	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$115,268.00	$25,000
010	2010 Toro Reel Master Mowing Tractor	3100001777	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$63,214.00	$25,000
011	2013 CAT 259B3	CAT0259BTYYZ05845	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$68,334.00	$25,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
012	2014 CAT Excavator	CAT0305EVXFA03703	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$66,360.00	$25,000
013	2016 CAT 420F2	CAT0402FCJWC0048	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$94,882.00	$25,000
014	2018 Mini Excavator 305E2	CAT0305EJHM06498	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$67,311.00	$25,000
015	2018 Loader 938M	CAT0938MHJ3R05295	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$213,221.00	$25,000
016	2020 Cat Wheel Loader 938M	J3R08189	Contractor's / Mobile Equipment - ACV	10/01/2023 / 10/01/2024	$221,330.00	$25,000
017	Unscheduled Items		Electronic Data Processing Equipment - RC	10/01/2023 / 10/01/2024	$114,750.00	$25,000
018	28 - MSA-SCBA G1 Respirators ($6,435 Each)	2502-G101 thru G128	Emergency Services Portable Equipment - ACV	10/01/2023 / 10/01/2024	$180,173.00	$25,000

Total	$4,861,341.00

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Property Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	City Hall	22 South Beach Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$5,865,600	$1,635,000
002	Police Station	170 West Granada Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$3,313,000	$266,000
003	Police Station-Automatic Gate & Fencing	170 West Granada Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$59,200	$0
004	Legal Building -Ames House	173 South Beach Street Ormond Beach Florida 32176	119 - JM	10/01/2023	10/01/2024	$250,900	$87,600
005	Ormond Memorial Art Museum	78 East Granada Avenue Ormond Beach Florida 32176	119 - JM	10/01/2023	10/01/2024	$3,500,000	$372,000
006	Fire Station #91	364 South Atlantic Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,054,500	$130,200
007	Fire Station #92	189 South Nova Road Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,407,900	$161,900
008	Fire Station #93	300 Wilmette Avenue Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,245,400	$149,000
009	Fire Station #94	2301 Airport Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$882,500	$115,800
010	Bailey's River Bridge Garden	1 North Beach Street Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$115,230	$48,500

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Ormond Beach Tennis Center-Macdonald House	38 East Granada Avenue Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$500,100	$25,000
012	The Casements	25 Riverside Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$2,281,300	$825,800
013	Cassen Park - Riverfront Pier & Gazebo	1 S. Beach Street Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$1,215,000	$0
014	Cassen Park -Square Foating Dock, Decorative Lighting, Ada Kayak	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,300	$0
015	Bait House @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$79,000	$0
016	Sign @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$4,610	$0
017	Gazebo @ Cassen Park	1 S. Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$24,600	$0
018	Ormond Beach Senior Center	351 Andrews Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$872,000	$146,000
019	Ormond Beach Senior Center - Craft Center	351 Andrews Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$359,200	$15,000
020	South Ormond Neighborhood Center	176 Division Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$1,915,000	$214,200
021	South Ormond Neighborhood-Playground,Softball Field Lighting, Fencings,	176 Division Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$247,200	$0
022	Nova Community Center	440 North Nova Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$3,271,400	$314,500
023	Performing Arts Center	399 North Us Highway 1 Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$2,687,900	$430,600

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Performing Arts Center - Monument Sign	399 North Us Highway 1 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$77,250	$0
025	Ormond Beach Municipal Airport Control Tower	760 Airport Road Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$801,600	$678,700
026	Ormond Beach Municipal Airport - Screen & Monument Sign	760 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$77,250	$0
027	Pace Center For Girls	208 Central Avenue Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$1,434,700	$226,700
028	Fleet Operations	500 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$2,169,600	$937,200
029	Public Works - Streets & Maintenance	501 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$668,900	$365,000
030	Public Works - Utilities Maintenance	501 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$1,097,800	$225,000
031	Bailey's River Bridge Gardens Pump Station	Beach Street At Granada Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$149,700	$0
032	Fleet Maint- Reuse Tank - 3M	500 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,560,000	$0
033	Public Works/Fleet Maint- Reuse Tank - 4M	501 N Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$3,071,000	$0
034	Riverview Pump Station	Beach Street At Riverview Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$147,700	$0
035	Seminole Drive Lift Station	205 Seminole Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$844,900	$0
036	Maintenance/Storage Building	35 Breakaway Trails Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$212,900	$108,400

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Shadow Crossings Pump Station	Shadow Crossings Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$363,200	$0
038	Ground Storage Tank	Shadow Crossings Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,299,000	$0
039	5M Lift Station	Sr 40 & Mizners Branch Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$731,400	$0
040	6M Lift Station	390 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,010,600	$0
041	Control/Admin Building	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$2,579,400	$0
042	Final Effluent Tank & Chloride Contact/Equalization	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,853,800	$0
043	Influent Pump Station/Wetwell	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$2,481,100	$0
044	Cl2/S02 Building-Bulk Chemical Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$299,300	$0
045	Effluent Pumping Station 1-3 & Abw Filter	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$228,000	$0
046	Centrifuge Builiding/Platform	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$1,207,900	$0
047	Alum Pump & Polymer Building	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$554,500	$0
048	Maintenance Bldg	550 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$297,100	$118,800
049	Clarifier #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Clarifier #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
051	Clarifier #3	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
052	Clarifier # 4	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,079,500	$0
053	Ras Pump Room	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,093,700	$0
054	Carousel/Aeration Chamber #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,542,700	$0
055	Post Anoxic Reactors	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,135,500	$0
056	Carousel/Aeration Chamber #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,925,700	$0
057	Recycle Pump Station Bldg	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,361,100	$0
058	Fermentation Train & Gen Bldg	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$2,881,200	$0
059	Digester #1	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$707,800	$0
060	Digester #2	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$707,800	$0
061	Digestor Blowers (2)	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$154,600	$0
062	Headwork/Teacup Degritter	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$2,188,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Gravity Thickner	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$244,400	$0
064	Auto Backwash Filter	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,426,900	$0
065	Influent Fuel Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$70,000	$0
066	Wet Well Odor Control	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$231,200	$0
067	Mainland Pump Station	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$347,700	$0
068	Screw Lift Pump Station	550 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,415,500	$0
069	Storage Building	550 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$99,840	$27,750
070	Fuel Storage	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$89,500	$0
071	Splitter Box (Fermentationtrain) -015	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$461,200	$0
072	Splitter Box - 020	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$512,400	$0
073	Carousel Re-Aerator Blower System	550 North Orchard Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$574,000	$0
074	Decant Tank # 3 Pump Building	550 North Orchard Street Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$187,300	$0
075	Anoxic Swing Zone Blower System	550 North Orchard Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$321,800	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Cummins Generator/Tank/Enclosure	550 North Orchard Street Ormond Beach Florida 32174	244 - Mechanical Equipment	10/01/2023	10/01/2024	$686,400	$0
077	WTP-Water Adminstration Bldg Ops Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$1,656,300	$8,666,000
078	WTP - Utility & Maintenance Office	298 Tomoka Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$247,700	$119,400
079	WTP - Claricone # 1/Clarifier	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,220,200	$0
080	WTP - Claricone # 2/Clarifier	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,220,200	$0
081	WTP - Aerator Building	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$417,900	$0
082	WTP - Polymer Building	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$321,000	$0
083	WTP-Distribution Box	298 Tomoka Avenue Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$127,200	$0
084	WTP- Aerator Scrubber Platform	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$238,800	$0
085	WTP - High Service Pump Building	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$1,437,200	$0
086	WTP - Centrifuge Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$768,800	$0
087	WTP- Sludge Pump Thickener	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$107,200	$0
088	WTP- Scrubber/Odor Control	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$564,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	WTP - North Fuel Storage Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$141,600	$0
090	WTP - New Maintenance Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$135,800	$106,700
091	WTP-Sand Filter -Water Filters	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$439,400	$0
092	WTP-Sulfuric Acid Storage W/ Wall	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$60,000	$0
093	WTP- Distribution Storage	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$154,940	$83,300
094	WTP - Transfer Pump /Clearwell 1&2	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$628,500	$0
095	WTP - Clearwell # 3 & Pumps	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$286,000	$0
096	WTP- Sludge Lagoons /Pump Station	298 Tomoka Avenue Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$243,800	$0
097	WTP-Backwash Stg Tank/Recovery Basin	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$239,200	$0
098	WTP-Carbon Dioxide Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$435,000	$0
099	WTP- North Generator Building	298 Tomoka Avenue Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$367,200	$0
100	WTP- Water Filter / Filter Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$864,700	$0
101	WTP - Ground Water Stg Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,979,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	WTP - Sodium Hypochlorite Stg Area	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,283,500	$0
103	WTP - South Generator Bldg	298 Tomoka Avenue Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$696,300	$0
104	WTP- Hydro Fluosilicic Storage	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$11,000	$0
105	WTP - Splitter Box	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$78,100	$0
106	WTP - Sand Filter # 1	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$298,100	$0
107	WTP - Sand Filter # 2	298 Tomoka Avenue Ormond Beach Florida 32176	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$298,100	$0
108	WTP - Lime Silo Building (Comperssor Bldg)	298 Tomoka Avenue Ormond Beach Florida 32176	111 - MNC	10/01/2023	10/01/2024	$495,800	$0
109	WTP - Recarb- Water Tank	298 Tomoka Avenue Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$773,400	$0
110	WTP - Water Tower - Elevated	298 Tomoka Avenue Ormond Beach Florida 32174	225 - Elevated Liquid Storage Tank	10/01/2023	10/01/2024	$2,225,000	$0
111	Leeway Tank	Leeway Trails Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$4,971,000	$0
112	Ground Storage Tank	Standish Drive Ormond Beach Florida 32174	223 - On Ground Liquid Storage Tank	10/01/2023	10/01/2024	$1,414,000	$0
113	Standish Pump Station	Standish Drive Ormond Beach Florida 32176	251 - Pump/Lift Station	10/01/2023	10/01/2024	$710,400	$0
114	Gazebo & Dock	133 South Beach Street Ormond Beach Florida 32176	257 - Waterfront Structures	10/01/2023	10/01/2024	$75,900	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	American Legion	156 North Britain Avenue Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$287,400	$20,000
116	Sign - Fortunato Park	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$11,330	$0
117	Restroom	2 John Anderson Drive Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$83,190	$0
118	Ormond Hotel Cupola (Historic)	2 John Anderson Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$88,300	$0
119	Gazebo/Dock	2 John Anderson Drive Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$121,400	$0
120	Fortunato Park-Metal Sculpture	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$25,800	$0
121	Fortunato Park-Playround, Pier/Sidewalk Lighting & Decorative	2 John Anderson Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$52,000	$0
122	Granada Bridge Pedstrian Underpass & East & West Side Guardrails	2 John Anderson Drive Ormond Beach Florida 32174	202 - Bridges	10/01/2023	10/01/2024	$85,800	$0
123	City Hall Plaza -Dolphin / Fountain	22 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
124	Performing Arts Sculpture	399 North Us Highway 1 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$41,200	$0
125	Concession Stand/Restroom	420 N. Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$198,500	$40,000
126	Lights - 5 Fields	420,423,460 N. Nova Road Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$343,800	$0
127	Racquet Ball Court & Skate Park & Basket Ball Court	430 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$150,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	Nova Tennis Center	430 North Nova Road Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$59,500	$11,600
129	E. Field Concession & Rest Rooms	432 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$67,900	$13,100
130	Nova Maintenance Building	450 North Nova Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$76,850	$41,600
131	Truck Wash	500 North Orchard Street Ormond Beach Florida 32174	131 - FR	10/01/2023	10/01/2024	$12,100	$1,000
132	Reuse Tank Pump Station	500 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$911,800	$0
133	Baseball Field - Kiwanis Field #4	700 Hull Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$201,300	$0
134	Pump House	700 Hull Road Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$55,500	$0
135	Office & Lounge	700 Hull Road Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$94,050	$52,000
136	Soccer Concession & Restroom	30 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$148,700	$35,000
137	Baseball Building-Wendelstadt & Rest Rooms	700 Hull Road Ormond Beach Florida 32176	101 - Frame	10/01/2023	10/01/2024	$247,800	$25,000
138	Soccer Pavilion	70 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$228,500	$30,000
139	Athletic Field Maint.	700 Hull Road Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$332,700	$108,400
140	Pump House	700 Hull Road Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$8,200	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Electrical Eqpt Throughout Complex	700 Hull Road Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$16,500	$0
142	Restroom Pavilion	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$43,900	$0
143	Metal Sculpture	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$41,200	$0
144	Metal Sculpture	Fire Station 92 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$33,000	$0
145	Lights, Softball Complex	50 Doug Thomas Way Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$213,200	$0
146	Restroom/Concessi on/Sb Complex	50 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$215,240	$37,000
147	Restrooms	329 Sanchez Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$112,990	$0
148	Pavilion	329 Sanchez Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$51,300	$0
149	Enviromental Learning Center	601 Fleming Ave Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$239,400	$150,000
150	City Of Ormond-Decorative Street Lights	Sr 40 & W Granada Blvd Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$427,500	$0
151	Obsc Smith Field House	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$487,500	$46,800
152	Football Field Press Box & Bleachers	80 Doug Thomas Way Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$371,700	$0
153	Limitless Playground	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$161,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Ada Playground	70 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$62,000	$0
155	Obsc Irrigation Pump Houses/Stations, Wells, Electrical Equipment	70 Doug Thomas Way Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$77,300	$0
156	Restroom/Concessi on	20 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$231,730	$28,400
157	Property In The Open	1375 Harmony Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$955,400	$0
158	Rockefeller Gardens: Stage/Tower, Water Wheel, Electrical System, Park	26 Riverside Dr site 51 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$66,500	$0
159	Central Park-Restrooms, Fountains, Playground,	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$61,000	$0
160	Birthplace Of Speed-Gazebo, Ada Ramp, Observation Deck, Ormond	21 Ocean Shore Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$8,600	$0
161	Airport Business Park - 2 Monument & 1 Wayfinding Sign	1 Sunshine Blvd & 2 Sunshine Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
162	Roadway Lighting 35' Green Poles W/400W Fixtures	W Granada Blvd & Us 1 & Beach St Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$206,000	$0
163	Downtown Banner - St 40 @ Washington St	166 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$28,840	$0
164	Osceola Elementary Pavillion & Restroom	120 Coquina Dr. Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$104,000	$0
165	Woodmere Subdivision Sign/Woodmere Park	630 N Ridgewood Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$1,380	$0
166	Welcome Signs - Wall Mount	1561 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$10,300	$0

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167	Welcome Signs - Wall Mount	1622 West Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$10,300	$0
168	Welcome Signs - Monument Style	1470 W Granada Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
169	Welcome Signs - Monument Style	1000 N Us 1 Hwy Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
170	Welcome Signs - Monument Style	692 S Yonge St Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
171	Welcome Signs - Monument Style	910 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$20,600	$0
172	Retention Pond Fountain (1)	585 N Nova Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
173	Retention Pond Fountain (1)	605 N Nova Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
174	Retention Pond Fountain (1)	470 Lakebridge Dr Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
175	Retention Pond Fountain (1)	801 Division Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
176	Retention Pond Fountain (1)	1075 Arroyo Parkway Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$9,270	$0
177	Retention Pond Fountain (3)	135 S Old Kings Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,900	$0
178	River Bend Golf Restaurant/Clubhouse/Golf Shop	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$643,700	$167,600
179	Cart House	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$408,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Maintenance Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$309,700	$30,000
181	Chemical Storage Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$7,800	$13,000
182	Oil Storage Building	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$5,400	$1,000
183	Irrigation Pump House & Equip - (Driving Range)	730 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$64,200	$0
184	Comfort Station #6	730 Airport Rd Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$41,100	$0
185	Comfort Station #10	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$41,100	$0
186	Irrigation Pump House & Equip - (Hole #10)	730 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$68,500	$0
187	Golf Starter Booth	730 Airport Rd Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$24,890	$0
188	Fuel Storage Building	730 Airport Rd Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$19,000	$0
189	Wooden Bridge	730 Airport Rd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$105,840	$0
190	Batting Cages & Cage Lights, Shade Structures, Bleachers	440 N Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$453,500	$0
191	Sonc Light Poles (5 Poles)	176 Division Street Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$12,400	$0
192	Pump House, Storage Tank	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$3,313,300	$0

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193	Pal House	194 Central Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$143,070	$52,000
194	Ames Park (Dock, Pavillion, Art/Sculptures)	195 S Beach St Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$62,300	$0
195	Pavilion	25 Riverside Drive Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$35,910	$0
196	Obsc Light Poles 85	700 Hull Rd Ormond Beach Florida 32174	243 - Electrical Equipment	10/01/2023	10/01/2024	$976,700	$0
197	Property In The Open	22 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$4,000	$0
198	Meeting Room	173 South Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$102,980	$6,780
199	Restroom	173 South Beach Street Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$54,420	$0
200	Pavilion	173 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$25,460	$0
201	Property In The Open	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$64,200	$0
202	Property In The Open	189 South Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$69,200	$0
203	Property In The Open	300 Willmette Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$43,400	$0
204	Property In The Open	2301 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$59,500	$0
205	Property In The Open	1 North Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$23,200	$0

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206	Property In The Open	38 East Granada Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$124,200	$0
207	Concrete Floating Dock	1 S Beach St Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$266,760	$0
208	Restroom	1 S Beach St Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$82,340	$0
209	Pavilion	176 Division Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$51,680	$0
210	Storage Building	176 Division Street Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$29,470	$8,400
211	Skate Park Shop	450 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$35,000	$7,500
212	Pavilion #1	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$97,000	$0
213	Pavilion #2	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$30,870	$0
214	Pavilion #3	440 North Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$50,255	$0
215	Electrical Building	440 North Nova Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$1,500	$5,000
216	Property In The Open	440 N Nova Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$405,200	$0
217	Office/Breakroom Building B	208 Central Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$263,500	$87,600
218	Storage Building	208 Central Avenue Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$65,450	$10,300

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219	Property In The Open	208 Central Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$44,200	$0
220	Fuel Islands (2)	500 North Orchard Street Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$44,700	$8,800
221	Property In The Open	500 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$245,600	$0
222	Property In The Open	501 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$44,700	$0
223	Property In The Open	205 Seminole Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$115,500	$0
224	Effluent-Bat Lift Station	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$187,800	$0
225	Reuse Pump Station	35 Breakaway Trails Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$833,500	$0
226	Property In The Open	35 Breakaway Trails Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$244,400	$0
227	Property In The Open	390 Tomoka Avenue Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$121,300	$0
228	Machine Control Center	550 North Orchard Street Ormond Beach Florida 32174	111 - MNC	10/01/2023	10/01/2024	$867,300	$0
229	Chemical Storage Building	550 North Orchard Street Ormond Beach Florida 32174	152 - NC	10/01/2023	10/01/2024	$66,400	$58,800
230	Property In The Open	550 North Orchard Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$123,100	$0
231	Property In The Open	278 Tomoka Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$310,800	$0

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232	Field Storage #1 (2)	80 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$32,450	$6,940
233	Field Storage #2	80 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$5,280	$1,120
234	Limitless Pavilion	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$39,330	$0
235	Shuffleboard Building	50 Doug Thomas Way Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$166,900	$1,000
236	Shuffleboard Pavilion (2)	50 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$98,610	$0
237	Dugouts (4)	80 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$47,200	$0
238	Pride Concessions	700 Hull Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$180,900	$27,100
239	Covered Walkway	80 Doug Thomas Way Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$14,450	$0
240	Restroom/Storage	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$240,500	$0
241	Concessions/Restroom	80 Doug Thomas Way Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$153,900	$26,600
242	Boardwalk	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$5,660	$0
243	Observation Deck	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$44,980	$0
244	Florating Docks (5)	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$72,420	$0

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245	Property In The Open	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$17,300	$0
246	Restroom	601 Fleming Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$51,000	$0
247	Pavilion	601 Fleming Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$53,580	$0
248	Boardwalk/Observation Area	601 Fleming Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$84,280	$0
249	Pavilion #1	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,430	$0
250	Pavilion #2	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,430	$0
251	Boardwalk & Docks	601 Hammock Lane Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$149,350	$0
252	Property In The Open	601 Hammock Lane Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$90,300	$0
253	1P	215 Northshore Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
254	2P	605 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
255	3P	252 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
256	4P	205 Seminole Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
257	5P	812 Riverside Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

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258	6P	350 John Anderson Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
259	R.O.W.	708 Alden Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
260	8P	1044 John Anderson Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
261	Om (Ormond Mall)	15 Lynnhurst Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
262	Obs1 (Spanish Waters)	12L Spanish Waters Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
263	1M	699 S Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
264	2M	171 S Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
265	5M	960 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
266	6M	390 Tomoka Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
267	Sandy Oaks	514 Sandy Oaks Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
268	Castle Gate	675 Hammock Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
269	Laurel Oaks	717L Fleming Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
270	Arroyo Pky	600 Arroyo Pkwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

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271	Camelot	436L S Nova Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
272	Charleston Sq.	472 Fleming Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
273	3M	401 N Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
274	4M	325 Sanchez Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
275	7M	903 N Beach St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
276	8M	680 N Nova Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
277	8M1	81 N Saint Andrews Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
278	8M2	301 River Bluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
279	8M3	103 River Bluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
280	9M	391 Main Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
281	10M	150 Timberline Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
282	11M	25 Stonehaven Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
283	12M	20 Iroquois Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
284	13M	6 Twelve Oaks Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
285	Tomoka Meadows	85 Tomoka Meadows Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
286	Shadow Lakes	505 Shadow Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
287	Transfer Stat.	560 N Orchard St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
288	Spring Meadow	7 Sweetmeadow Ct Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
289	Chelsea 1	398 Chelsea Place Ave Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
290	Chelsea 2	346 Nottinghill St Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
291	Ab1	3 Bluewater Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
292	Ab2	39 Beaver Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
293	Ab3	263 Blue Heron Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
294	Ab4	17 Cypress Grove Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
295	Ab5	7 Pineview Lake Cir Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
296	Crown	550 Williamson Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
297	San Marco	1500 San Marcos Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
298	Town Square	1484 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
299	Halifax Hosp.	211 Booth Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
300	Walmart	1531 W Granada Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
301	Il Villagio	14 Monte Savino Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
302	Bear Creek	17 Bear Creek Path Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
303	Riverbend Gc	732 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
304	Airport Bp	16 Sunshine Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
305	Pine Trail	20 Ocean Pines Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
306	Creekside	118 Creek Forest Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
307	Ormond Green	13 Prairieview Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
308	River Oaks	113 River Manor Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
309	Southern Pines	33 Caladium Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
310	Saddlers Run	5 Saddlers Run Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
311	Pathways	2102 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
312	Forest Quest	2300 Airport Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
313	Deer Creek	33 Dormer Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
314	Cypress Place	20 Pergola Pl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
315	Shadow Crossings	100 Hunters Ridge Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
316	Breakaway Trails	35 Breakaway Trl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
317	Huntington Woods	65 Huntington Pl Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
318	Hr Blvd Ls	296 Hunters Ridge Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
319	Ashford Lakes	35 Ashford Lakes Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
320	4M1	1308L Overbrook Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
321	7M1	1417L Oak Forest Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
322	OI1	51 Ormond Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
323	Ol2	70 Ormond Lakes Blvd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
324	Ol4	140 Lakebluff Dr Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
325	Homac	14 Southland Rd Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
326	Garden Bc	1449 N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
327	Macdonalds	1530L N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
328	Harley	274 Destination Daytona Ln Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
329	City Prov.	1901 N Us 1 Hwy Ormond Beach Florida 32174	251 - Pump/Lift Station	10/01/2023	10/01/2024	$75,400	$0
330	Property In The Open	770 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$169,800	$0
331	Restroom	775 Airport Road Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$76,980	$0
332	Pavilion	775 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,300	$0
333	Dock	775 Airport Road Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$31,070	$0
334	Property In The Open	775 Airport Road Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$16,600	$0
335	Andy Romano Park Concession/Splash Pad/Shade Canopies/Rr	839 S. Atlantic Ave site 42 Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$195,900	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
336	Restroom/Concessi on Stand	839 S Atlantic Ave Ormond Beach Florida 32174	119 - JM	10/01/2023	10/01/2024	$659,400	$0
337	Pavilion (4)	839 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$165,300	$0
338	Gazebo/Walkway	839 S Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$29,830	$0
339	Storage Building	839 S Atlantic Ave Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$18,240	$2,520
340	Splash Pad	839 S Atlantic Ave Ormond Beach Florida 32174	244 - Mechanical Equipment	10/01/2023	10/01/2024	$33,100	$0
341	Ormond Garage	21 Ocean Shore Blvd Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$47,500	$0
342	Pavilion	21 Ocean Shore Blvd Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$84,740	$0
343	Dock/Observation Deck	21 Ocean Shore Blvd Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$58,310	$0
344	Property In The Open	364 South Atlantic Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$67,200	$0
345	Property In The Open	120 Coquina Dr. Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$177,300	$0
346	Pavilion	133 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$18,300	$0
347	Property In The Open	133 South Beach Street Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$79,100	$0
348	Pier	329 Sanchez Ave Ormond Beach Florida 32174	257 - Waterfront Structures	10/01/2023	10/01/2024	$133,970	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
349	Property In The Open	329 Sanchez Ave Ormond Beach Florida 32174	102 - PITO	10/01/2023	10/01/2024	$27,450	$0
350	Fred Costello Ampitheater	26 Riverside Drive Ormond Beach Florida 32174	101 - Frame	10/01/2023	10/01/2024	$114,200	$0

Total	$142,741,105	$17,762,010
TIV	$160,503,115.00	

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Vehicle Schedule

Agreement Period: 10/01/2023 through 10/01/2024

COVERED PARTY: City of Ormond Beach

AGREEMENT NO.: PX FL1 0642008 23-20

AGENCY: Brown & Brown, Inc. - Daytona Beach

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2014	1FTMF1EM1EFA85288	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
002	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2014	1FTMF1EMXEFA85287	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
003	Ford	F150			25,000	10/01/2023	10/01/2024	$28,130
	2013	1FTMF1CM8DFC66647	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
004	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$18,190
	2006	1GCEC14X06Z135977	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
005	Chevrolet	Silverado K1500			25,000	10/01/2023	10/01/2024	$18,770
	2000	1GCEK14V8YE107548	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
006	Chevrolet	Silverado K1500			25,000	10/01/2023	10/01/2024	$22,105
	2005	1GCEK14V75Z322004	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
007	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$18,770
	2012	1GCGTBF96C8145167	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
008	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U33DL825348	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Ford	Focus			25,000	10/01/2023	10/01/2024	$15,380
	2001	1FAFP36P2YW202428	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
010	Ford	F250			25,000	10/01/2023	10/01/2024	$32,040
	2014	1FTBF2B6XEEB87715	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
011	Ford	Ranger			25,000	10/01/2023	10/01/2024	$19,225
	2005	1FTYR44U95PA87134	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
012	Ford	F350			25,000	10/01/2023	10/01/2024	$22,815
	2012	1FTRF3866CEC12739	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
013	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U32EL944912	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
014	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U35EL950414	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
015	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U34EL948718	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
016	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL952324	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
017	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U35EL948727	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
018	Ford	F150			25,000	10/01/2023	10/01/2024	$28,310
	2013	1FTMF1EM1DFB92159	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
019	Ford	F250			25,000	10/01/2023	10/01/2024	$25,650
	2005	1FTNF21525ED28394	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
020	Ford	F450			25,000	10/01/2023	10/01/2024	$32,945
	2012	1FD0W4GT4CEC13106	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
021	Chevrolet	Silverado C3500			25,000	10/01/2023	10/01/2024	$30,160
	2012	1GC3CZCG2CF188006	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
022	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$22,130
	2015	NM0LS6E74F1189929	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
023	Ford	Escape			25,000	10/01/2023	10/01/2024	$26,820
	2014	1FMCU9GX0EUD95396	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
024	Ford	F250			25,000	10/01/2023	10/01/2024	$29,065
	2013	1FTBF2A65DEB47168	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
025	GMC	Sierra C2500 HD			25,000	10/01/2023	10/01/2024	$22,382
	2002	1GDHC24U82Z270686	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
026	Ford	F150			25,000	10/01/2023	10/01/2024	$28,310
	2013	1FTMF1CM4DFC06400	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
027	Ford	Ranger			25,000	10/01/2023	10/01/2024	$13,010
	2003	1FTYR10U53PA69506	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
028	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$17,500
	2008	1GCEC14X58Z249153	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
029	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2011	1GCCSBF9XB8133183	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
030	Chevrolet	Silverdao C2500HD			25,000	10/01/2023	10/01/2024	$27,965
	2011	1GC0CVCG9BF213719	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
031	GMC	Sierra C2500 HD			25,000	10/01/2023	10/01/2024	$22,382
	2002	1GDHC24U22Z292666	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
032	Ford	F450			25,000	10/01/2023	10/01/2024	$32,945
	2013	1FDUF4GT1EEA35160	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
033	Sterling	L9500 14-16 Yard Dump			25,000	10/01/2023	10/01/2024	$78,388
	2006	2FZHAZDEX86AN7229 7	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
034	Chevrolet	Silverado C2500HD			25,000	10/01/2023	10/01/2024	$24,370
	2008	1GCHC24K28E205240	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
035	Chevrolet	Silverado C2500HD			25,000	10/01/2023	10/01/2024	$24,370
	2008	1GCHC24K58E205278	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
036	Freightliner	L9501			25,000	10/01/2023	10/01/2024	$139,082
	2015	1FVDG3DV2FHGF888	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
037	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$25,830
	2015	2G1WA5E31F1121648	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
038	Ford	F150			25,000	10/01/2023	10/01/2024	$27,495
	2013	1FTEX1CM7DFC28764	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
039	Ford	F150			25,000	10/01/2023	10/01/2024	$27,495
	2013	1FTMF1CM5DFC88847	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
040	Chevrolet	Silverado K3500			25,000	10/01/2023	10/01/2024	$33,115
	2012	1GC0KZCG1CF239081	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
041	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$22,335
	2012	1GCNCPEX7CZ206914	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
042	Ford	F250			25,000	10/01/2023	10/01/2024	$29,065
	2014	1FTBF2A65DEB20018	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
043	Ford	E250			25,000	10/01/2023	10/01/2024	$27,030
	2014	1FDWE3FLXEDB17014	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
044	Ford	F250			25,000	10/01/2023	10/01/2024	$21,275
	2003	1FTNF20L43EC65649	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
045	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$17,168
	2002	1GCEC14Z32Z326191	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
046	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$22,340
	2015	1G11A5SL4FF241838	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
047	Chevrolet	Silerado K1500 Classic			25,000	10/01/2023	10/01/2024	$26,745
	2007	1GCEK19Z87E115790	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
048	nternationa	4400			25,000	10/01/2023	10/01/2024	$46,556
	2004	1HTMKAAN54H618176	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
049	nternationa	4300			25,000	10/01/2023	10/01/2024	$49,587
	2005	1HTMMAAN85H695393	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
050	Sterling	LT7500 - 14 Yard			25,000	10/01/2023	10/01/2024	$60,282
	2004	2FZHATDC74AM90231	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
051	nternationa	4200 - Dump			25,000	10/01/2023	10/01/2024	$31,796
	2003	1HTMPAFNX3H572031	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
052	Freightliner	FL80			25,000	10/01/2023	10/01/2024	$27,396
	1995	1FVXJLBB1SL564807	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
053	General	Cargo			25,000	10/01/2023	10/01/2024	$1,167
	1969	NL08B3C32910142	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
054	General	Cargo			25,000	10/01/2023	10/01/2024	$5,292
	1969	NL0260C13610879	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
055	Pierce	Pumper			25,000	10/01/2023	10/01/2024	$142,037
	2000	1HTSDADR81H316148	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
056	General	Cargo			25,000	10/01/2023	10/01/2024	$1,308
	1969	547450	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
057	Sterling	LT9501			25,000	10/01/2023	10/01/2024	$190,672
	2004	2FZHAZAS84AM88292	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
058	nternationa	Lrv55			25,000	10/01/2023	10/01/2024	$60,444
	2001	1HTSCAAN32H415272	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
059	General	M-915-A1			25,000	10/01/2023	10/01/2024	$3,500
	1983	1UTSH6681DS001211	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
060	Chevrolet	C4500 C4C042			25,000	10/01/2023	10/01/2024	$58,447
	2009	1GBE4C1939F411755	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
061	Ford	F450			25,000	10/01/2023	10/01/2024	$20,803
	2002	1FDXF479F92ED68161	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
062	Ford	Escape 4X4			25,000	10/01/2023	10/01/2024	$19,177
	2010	1FMCU92739KC12839	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
063	Chevrolet	Equinox			25,000	10/01/2023	10/01/2024	$21,387
	2011	2CNALBEC5B6458424	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
064	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$19,419
	2011	2G1WF5EK4B1219964	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
065	Chevrolet	Tahoe Special			25,000	10/01/2023	10/01/2024	$31,152
	2011	1GNSK2E09BR286993	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
066	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2011	2FABP7BV8BX113839	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
067	Ford	Explorer			25,000	10/01/2023	10/01/2024	$24,139
	2011	1FMHK7B84BGA88310	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
068	Ford	Explorer			25,000	10/01/2023	10/01/2024	$24,139
	2011	1FMHK7B8XBGA69826	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
069	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$19,197
	2012	1GCNCPEX2CZ213446	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
070	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$18,063
	2012	1GCESBF90C8138435	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
071	Chevrolet	Colorado 4X4			25,000	10/01/2023	10/01/2024	$16,943
	2012	1GCGTBFE1C8129360	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
072	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$20,234
	2012	2G1WF5E3XC1239761	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
073	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$19,186
	2012	1G1ZA5EU6CF271023	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
074	Ford	Escape			25,000	10/01/2023	10/01/2024	$17,813
	2012	1FMCU0C74CKC10227	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
075	Ford	Taurus			25,000	10/01/2023	10/01/2024	$22,446
	2012	1FAHP2DW5CG130740	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
076	Chevrolet	Cargo Van			25,000	10/01/2023	10/01/2024	$14,360
	2002	1GCHG39G621203357	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
077	Chevrolet	Express G3500 - 15 Pass			25,000	10/01/2023	10/01/2024	$5,172
	1999	1GAHG39J9X1127208	Bus <20 Pass, No Lift		25,000	10/01/2023	10/01/2024	Actual Cash Value
078	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$13,444
	2003	2G1WF52K639345105	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
079	Ford	F700 K74			25,000	10/01/2023	10/01/2024	$10,000
	1993	1FDXK74P5PVA04594	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
080	Sterling	L9500 - Dump			25,000	10/01/2023	10/01/2024	$78,579
	2006	2FZHAZDE46AN72294	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
081	Sterling	L9500 - 14-16 Yard Dump			25,000	10/01/2023	10/01/2024	$78,388
	2006	2FZHAZDE86AN72296	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
082	E-One	Typhoon Fire Apparatus			25,000	10/01/2023	10/01/2024	$477,757
	2006	4EN6AAA8X61001404	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
083	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$15,741
	2006	2G1WB55K769309290	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
084	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$24,425
	2008	2FAHP71V38X124249	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
085	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$19,661
	2008	2FAHP71V08X124256	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
086	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$15,605
	2006	1FTSF21PX6ED96335	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
087	Chevrolet	Silverado C1500			25,000	10/01/2023	10/01/2024	$16,566
	2008	1GCEC19X48Z294786	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
088	Chevrolet	Malibu			25,000	10/01/2023	10/01/2024	$12,411
	2007	1G1ZS58F37F103694	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
089	Ford	Escape - 4X4			25,000	10/01/2023	10/01/2024	$11,534
	2006	1FMYU92Z76KD34106	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
090	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$24,879
	2010	2FABP7BV7AX140917	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
091	Pierce	Ladder			25,000	10/01/2023	10/01/2024	$627,423
	2011	4P1CJ01A8BA011706	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
092	Ford	F150			25,000	10/01/2023	10/01/2024	$22,990
	2012	1FTHF1CM7CKD61982	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
093	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$26,674
	2009	2FAHP71V29X117794	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
094	Ford	Escape - 4X4			25,000	10/01/2023	10/01/2024	$26,674
	2009	1FMCU92739KC12839	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
095	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2010	2FABP7BV2AX133048	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
096	Ford	Crown Victoria Police			25,000	10/01/2023	10/01/2024	$27,174
	2011	2FABP7BVXBX113826	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
097		Workhorse P42 - Stepvan 1 Ton			25,000	10/01/2023	10/01/2024	$60,412
	2001	5B4KP42Y513330558	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
098	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U38CL646477	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
099	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U35CL647909	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
100	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U33CL644412	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
101	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U39CL647976	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
102	Chevrolet	Caprice			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U39CL647928	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
103	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U34CL647903	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
104	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2012	6G1MK5U38CL646379	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
105	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$21,905
	2012	NM0LS7CN8CT116280	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
106	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U30DL827087	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
107	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U35DL825335	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
108	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U38DL825796	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
109	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U35DL827084	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
110	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U32DL823834	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
111	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U37DL827085	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
112	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2013	6G1MK5U30DL823833	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
113	Ford	F350			25,000	10/01/2023	10/01/2024	$30,880
	2013	1FTRF3C69DEB42119	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
114	Ford	Fusion			25,000	10/01/2023	10/01/2024	$21,700
	2013	3FA6P0G75DR255991	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
115	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U38EL950553	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
116	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U30EL950434	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
117	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U31EL950362	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
118	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U31EL950426	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
119	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U36EL950549	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
120	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U36EL950566	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
121	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U30EL950420	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
122	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL950377	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
123	Pierce	Pumper- Engine			25,000	10/01/2023	10/01/2024	$343,306
	2016	4P1BAAFF6GA015699	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
124	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$24,998
	2015	6G3NS5U37FL139182	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
125	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC17HB685370	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
126	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC14HB683575	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
127	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC14HB678621	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
128	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$22,450
	2017	1HD1FMC19HB610346	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
129	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$24,036
	2017	1FTBF2B64HEC46732	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
130	Ford	F250 Super Duty			25,000	10/01/2023	10/01/2024	$24,036
	2017	1FTBF2B62HEC48530	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
131	Ford	Transit Connect XL			25,000	10/01/2023	10/01/2024	$22,385
	2017	NM0GS9E77H1297628	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
132	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C83FKD12172	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
133	Ford	F150			25,000	10/01/2023	10/01/2024	$19,599
	2016	1FTMF1C85GKE33111	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
134	Ford	F150			25,000	10/01/2023	10/01/2024	$18,658
	2016	1FTMF1C89GKE33113	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
135	Ford	F150			25,000	10/01/2023	10/01/2024	$19,599
	2016	1FTMF1C83GKE33110	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
136	Ford	F150			25,000	10/01/2023	10/01/2024	$24,645
	2016	1FTEX1E88GFB71303	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
137	Ford	F150			25,000	10/01/2023	10/01/2024	$18,658
	2016	1FTMF1C87GKE33112	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
138	Ford	5-Yard Dump			25,000	10/01/2023	10/01/2024	$50,713
	2016	1FDOXF5GT5GEA4474 1 VIN UPDATED	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
139	Ford	Transit T-250 Cargo Van			25,000	10/01/2023	10/01/2024	$30,731
	2016	1FTYR2CM0GKA08312	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
140	Ford	Taurus			25,000	10/01/2023	10/01/2024	$22,542
	2015	1FAHP2D8XFG170124	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
141	Chevrolet	Cruze			25,000	10/01/2023	10/01/2024	$17,455
	2015	1G1BC5SM7G7289143	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
142	Ford	F350			25,000	10/01/2023	10/01/2024	$30,039
	2016	1FTBF3A66GEC32269	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
143	Ford	F350			25,000	10/01/2023	10/01/2024	$30,039
	2016	1FTBF3A6XGEC61709	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
144	Ford	F150			25,000	10/01/2023	10/01/2024	$18,878
	2016	1FTMF1C84GFA97069	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
145	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$30,170
	2014	6G3NS5U33EL944837	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
146	Ford	F250			25,000	10/01/2023	10/01/2024	$21,304
	2016	1FTBF2A68GEB96840	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
147	Other	Global M4 Sweeper			25,000	10/01/2023	10/01/2024	$226,342
	2016	1G9GM4HL3GS462002	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
148	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C85FFA60532	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
149	Ford	F250			25,000	10/01/2023	10/01/2024	$25,342
	2016	1FTBF2A64GEB55556	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
150	Ford	Transit Connect			25,000	10/01/2023	10/01/2024	$21,668
	2015	NM0GS9E70F1215302	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
151	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2015	1FTMF1C87FFA60533	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
152	Ford	F150			25,000	10/01/2023	10/01/2024	$18,006
	2016	1FTMF1C80GFA31358	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
153	Ford	F250			25,000	10/01/2023	10/01/2024	$24,656
	2016	1FTBF2B64GEB69522	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
154	Peterbilt	337 Lightning Loader			25,000	10/01/2023	10/01/2024	$152,155
	2018	2NP2HM7X6JM488542	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
155	Ford	F150			25,000	10/01/2023	10/01/2024	$20,769
	2017	1FTMF1C81HFC38021	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
156	Ford	F550 Super Duty - 4 Yard Dump			25,000	10/01/2023	10/01/2024	$59,220
	2017	1FD0W5GTXHEE08818	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
157	Ford	F150			25,000	10/01/2023	10/01/2024	$20,769
	2017	1FTMF1C83HFC38022	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
158	Ford	F350			25,000	10/01/2023	10/01/2024	$35,235
	2017	1FTBF3A61HEE34616	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
159	Ford	F350			25,000	10/01/2023	10/01/2024	$35,235
	2017	1FTBF3A6XHEE34615	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
160	Ford	F450			25,000	10/01/2023	10/01/2024	$206,086
	2017	1FDUF4HTXJDA00714	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
161	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U26HL305220	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
162	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U34HL306228	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
163	Chevrolet	Caprice Police			25,000	10/01/2023	10/01/2024	$26,291
	2017	6G3NS5U3XHL306220	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
164	Ford	Explorer Police Interceptor			25,000	10/01/2023	10/01/2024	$29,199
	2017	1FM5K8ARXHGD58944	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
165	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAG8JH157265	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
166	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAGXJH157266	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
167	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,372
	2018	2C3CDXAG1JH157267	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
168	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$24,148
	2018	2C3CDXAG0JH273141	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
169	Pierce	Saber			25,000	10/01/2023	10/01/2024	$381,073
	2018	4P1BAAFF6JB018989	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
170	Ford	F350			25,000	10/01/2023	10/01/2024	$37,864
	2018	1FTRF3D69JEC10638	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
171	Ford	F550			25,000	10/01/2023	10/01/2024	$42,500
	2018	1FD0W5GTXJEC10925	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
172	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FDRF3G63JEC10917	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
173	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FDRF3G65JEC10918	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
174	Ford	Escape			25,000	10/01/2023	10/01/2024	$26,820
	2014	1FMCU9GX7EUC69553	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
175	Ford	F250			25,000	10/01/2023	10/01/2024	$39,285
	2018	1FT7W2B67JEC64640	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
176	Ford	F150			25,000	10/01/2023	10/01/2024	$30,201
	2018	1FTEX1CB9JKE50191	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
177	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FTRF3B60JEC64638	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
178	Ford	F350			25,000	10/01/2023	10/01/2024	$34,905
	2018	1FTRF3C66JEC10954	Medium Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
179	Chevrolet	Cavalier			25,000	10/01/2023	10/01/2024	$11,810
	1998	1G1JC5242W7204395	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
180	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2008	1GCCS149688196772	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
181	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$14,885
	2008	1GCCS149X88206235	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
182	Chevrolet	Colorado			25,000	10/01/2023	10/01/2024	$20,064
	2011	1GDGC34J2YF461098	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
183	Chevrolet	Express G1500 Van			25,000	10/01/2023	10/01/2024	$23,570
	2001	1GNFG15R511234804	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
184	rley Davids	FLHTP Police Eledtra Glid			25,000	10/01/2023	10/01/2024	$17,895
	2017	1HD1FMC14HB680918	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
185	Jeep	Cherokee			25,000	10/01/2023	10/01/2024	$17,990
	1998	1J4FJ28S2WL206723	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
186	Other	Triple Crown 6 x 12			25,000	10/01/2023	10/01/2024	$3,500
	2016	1XND612S9E1052837	Trailer - NO CHARGE		25,000	10/01/2023	10/01/2024	Actual Cash Value
187	Ford	Crown Victoria			25,000	10/01/2023	10/01/2024	$23,990
	2003	2FAFP73W53X179114	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
188	Dodge	Ram 2500			25,000	10/01/2023	10/01/2024	$20,495
	2013	3B7KC26Z61M544017	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
189	Chevrolet	Impala			25,000	10/01/2023	10/01/2024	$13,250
	2001	2G1WF52EG19265858	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
190	Ford	Transit T-150 Van			25,000	10/01/2023	10/01/2024	$23,327
	2019	1FTYE1CM6KKA66536	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
191	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$40,311
	2019	2C3CDXAG7KH599133	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
192	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$32,352
	2019	2C3CDXAG1KH599130	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
193	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$51,833
	2019	2C3CDXAG5KH599132	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
194	Dodge	Charger Police			25,000	10/01/2023	10/01/2024	$32,060
	2019	2C3CDXAG3KH599131	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
195	Ford	Fusion			25,000	10/01/2023	10/01/2024	$18,244
	2019	3FA6P0G70KR224113	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
196	Ford	Escape			25,000	10/01/2023	10/01/2024	$18,666
	2019	1FMCU0F71KUC07221	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
197	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG1LC287180	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
198	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG4LC308782	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
199	Dodge	Durango			25,000	10/01/2023	10/01/2024	$28,181
	2020	1C4RDJFG6LC308783	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
200	Dodge	Durango			25,000	10/01/2023	10/01/2024	$47,619
	2020	1C4RDJFG7LC369835	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
201	Ford	F250			25,000	10/01/2023	10/01/2024	$28,601
	2020	1FTBF2B61LED78615	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
202	Ford	F250			25,000	10/01/2023	10/01/2024	$28,601
	2020	1FTBF2B6XLED78614	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
203	Ford	F150			25,000	10/01/2023	10/01/2024	$23,911
	2020	1FTMF1CB9LKE28256	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
204	Peterbilt	Aquatech B-10			25,000	10/01/2023	10/01/2024	$365,515
	2019	1FVHG3FE6LHLY1138	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
205	nternationa	MRAP			25,000	10/01/2023	10/01/2024	$5,300
	2011	1HTLSAZT8BJ594959	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
206	Peterbilt	Tractor			25,000	10/01/2023	10/01/2024	$126,902
	2021	1XPCDP9X9MD749760	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
207	Dodge	Charger			25,000	10/01/2023	10/01/2024	$24,924
	2019	2C3CDXAG7KH748480	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
208	Pierce	Enforcer Pumper	Fire Dept		25,000	10/01/2023	10/01/2024	$577,913
	2021	4P1BAAFF2MA023083	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
209	Pierce	Enforcer Pumper	Fire Dept		25,000	10/01/2023	10/01/2024	$577,913
	2021	4P1BAAFF4MA023084	Fire Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
210	rley Davids	Motorcycle			25,000	10/01/2023	10/01/2024	$19,300
	2021	1HD1FMP16MB666958	Motorcycle		25,000	10/01/2023	10/01/2024	Actual Cash Value
211	Dodge	Charger	Police		25,000	10/01/2023	10/01/2024	$30,113
	2021	2C3CDXKG6MH626145	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
212	Dodge	Charger	Police		25,000	10/01/2023	10/01/2024	$30,113
	2021	2C3CDXKG3MH653786	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
213	Ford	Transit Van			25,000	10/01/2023	10/01/2024	$24,717
	2021	NM0GS9E24N1513676	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
214	Ford	F550	Public Works		25,000	10/01/2023	10/01/2024	$99,880
	2021	1FDUF5HT4MDA08477	Heavy Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
215	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB2NGB50779	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
216	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB0NGB50683	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
217	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB6NGB48095	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
218	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB8NGB48051	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
219	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB7NGB48462	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
220	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB2NGB48076	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
221	Ford	Explorer			25,000	10/01/2023	10/01/2024	$33,168
	2022	1FM5K8AB7NGB50132	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
222	Ford	F150	Planning		25,000	10/01/2023	10/01/2024	$29,946
	2022	1FTMF1EB4NKF08791	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
223	Ford	F150	Planning		25,000	10/01/2023	10/01/2024	$29,946
	2022	1FTM1FEB1NKF09235	Light Truck		25,000	10/01/2023	10/01/2024	Actual Cash Value
224	Ford	F150	Police		25,000	10/01/2023	10/01/2024	$45,246
	2022	1FTFW1P88PKD09552	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
225	Ford	Escape	Leisure Service		25,000	10/01/2023	10/01/2024	$27,287
	2022	1FDUF5HTXNEE67752	Private Passenger		25,000	10/01/2023	10/01/2024	Actual Cash Value
226	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB8PGB59781	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
227	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB9PGB59773	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
228	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB5PGB59902	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
229	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FMK5K8AB7PGB61912	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
230	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB2PGB59789	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value
231	Ford	Explorer	Police		25,000	10/01/2023	10/01/2024	$45,500
	2021	1FM5K8AB8PGB59781	Police Car		25,000	10/01/2023	10/01/2024	Actual Cash Value

Total	$10,544,675.00

CLAIM NOTICE

Please notify:

Preferred Governmental Claim Solutions

P.O. Box 614004
Orlando, FL 32861-4004

Toll Free: 1-800-237-6617
Local: 321-832-1400
Fax : 1-321-832-1717
www.pgcs-tpa.com

There are four ways to report a claim:

- **24/7 Online @ www.pgcs-tpa.com , you must register for this service on the website**
- **Call 800-237-6617 - during office hours of 8am to 5pm Monday through Friday**
- **Fax 321-832-1448**
- **Email to LiabilityClaims@pgcs-tpa.com**

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Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:
- Underwriting - Margaret Gross 321-832-1506
- Operations – Sarah Fugate 321-832-1451
- Marketing – Kurt Heyman 321-832-1455

AmeriSys

AmeriSys provides superior medical management programs which focus on getting employees back to work and reducing costs. AmeriSys works closely with PGCS from the onset of the claim for a seamless claim process.

AmeriSys Services:
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- Telephonic Nurse Case Management
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- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental

Preferred's claims administrator is P than 25 years of claims experience, P foremost governmental third-party company. The cornerstones of our c are communication, quick access an work policies.

Report a Preferred

Workers' Compensation:
- Phone: 800-237-6617 (24/7 claim
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (regist
- Email: WCclaims@pgcs-tpa.com

Liability & Property:
- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (regist
- Email: Liabilityclaims@pgcs-tpa.
- Hurricane claims: Hurricane@pgc

Engle Martin works closely with PGC adjusting services on all property clain

Report Worker's Compensation Fra
Special Investigative Unit (SIU) to pu
All calls are strictly confidential.
- Phone: 833-FRAUD74 (833-372-8

Deadly Weapon Event: 24 hr. Crisis Response
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Illinois Union
INSURANCE COMPANY

525 West Monroe Street, Suite 400
Chicago, IL 60661

NOTICE

POLICY NO. PEP G27982359 008

NAME OF INSURED: City of Ormond Beach

ADDRESS: 22 South Beach Street
Ormond Beach, FL 32174

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: October 01, 2023

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW.
PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION
OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER

Illinois Union Insurance Company
525 W. Monroe Street
Chicago, IL 60661

Public Entity Retained Limits Policy Declarations

This Policy is issued by the stock insurance company shown above.

SOME COVERAGE PARTS IN THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. IF COVERAGE IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS, IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT COVERAGE PART. PLEASE READ IT CAREFULLY.

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

Policy No. PEP G27982359 008	**Renewal Of:** PEP G27982359 007
Item 1. **Named Insured and Principal Address** City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174	**Producer Name and Address** APEX Insurance Services 307 Fellowship Road, Suite 207 Mt. Laurel, NJ 08054

Item 2. **Policy Period**:

From: October 01, 2023 12:01 a.m. To October 01, 2024 12:01 a.m. (Local time at the address shown in Item 1)

Item 3. **Coverage(s) Purchased** (☒):

A. ☒ General Liability Coverage Part

B. ☐ Automobile Liability Coverage Part

C. ☒ Public Officials & Employment Practices Liability Coverage Part

D. ☐ Miscellaneous Professional Liability Coverage Part

TOTAL PREMIUM $ 208,750

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Item 4. **Retained Limit**:

A. General Liability Coverage Part	Each **Occurrence**	$ 200,000
B. Automobile Liability Coverage Part	Each **Accident**	Not Covered
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ 200,000
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	Not Covered

The applicable Retained Limit is shown in the individual Coverage Part if not listed above.

Item 5. **Limits of Insurance**:

A. General Liability Coverage Part	Each **Occurrence**	$ 2,000,000
General Liability Coverage Part Aggregate	Aggregate	$ 2,000,000
B. Automobile Liability Coverage Part	Each **Accident**	Not Covered
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ 2,000,000
Public Officials & Employment Practices Liability Coverage Part	Aggregate	$ 2,000,000
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	Not Covered
Miscellaneous Professional Liability Coverage Part	Aggregate	Not Covered

The applicable Limits of Insurance are shown in the individual Coverage Part if not listed above.

Item 6. **Retroactive Date**: (Enter Date or enter "None" if no Retroactive Date Applies)

A. Public Officials & Employment Practices Liability Coverage Part	10/01/2013
B. Miscellaneous Professional Liability Coverage Part	None

The applicable Retroactive Date is shown in the individual Coverage Part if not listed above.

Item 7. **Optional Extended Reporting Period**:

A. Public Officials & Employment Practices Liability Coverage Part
Additional Premium: Not Covered**%** of Annual Premium
Additional Period: Not Covered

B. Miscellaneous Professional Liability Coverage Part
Additional Premium: Not Covered**%** of Annual Premium
Additional Period: Not Covered

Terms of the applicable Optional Extended Reporting Period are shown in the individual Coverage Part if not listed above.

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SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured			Endorsement Number
City of Ormond Beach			Page 1 of 1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

SCHEDULE OF FORMS

Policy Forms	Title
PE-19610i (02/12)	Common Conditions, Definitions and Exclusions
PE-19609d (07/11)	General Liability Coverage Part
PE-19607f (09/11)	Public Officials & Employment Practices Liability Coverage Part

SCHEDULE OF ENDORSEMENTS

Endorsement Number	Form Number	Title
1	PE-20547 (07/06)	Pesticide or Herbicide Applicator Coverage Endorsement
2	PE-27161 (05/09)	Additional Insured – Specified by Written Contract
3	PE-34058 (10/11)	Contractual Liability – Railroads – General Liability
4	PE-53414 (04/20)	Exclusion – Virus, Bacteria or Microorganism That Induce Physical Distress, Illness or Disease
5	PE-57907 (04/23)	Exclusions – Protected Information Risk and Cyber Liability
6	ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
7	SL-44730b (04/23)	Service of Suit Endorsement – Florida
8	LD-5S23l (04/23)	Signatures
9	PE-23778b (01/15)	Cap on Losses From Certified Acts of Terrorism
	TR-45231a (08/20)	Policyholder Disclosure Notice of Terrorism Insurance Coverag
	SL-24680 (10/09)	Florida Surplus Lines Notification
	ALL-5X45 (11/96)	Questions About Your Insurance
	ALL-20887 (10/06)	Chubb Producer Compensation Practices & Policies
	ILP 001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

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Public Entity
Retained Limits Policy

COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS

Throughout this **Policy** the words **You** and **Your** refer to the **Named Insured**. The words **We**, **Us**, and **Our** refer to the company providing this insurance.

Certain words and phrases that appear in bold print have special meanings found either in the Common Conditions, Definitions and Exclusions section of the **Policy**, or in the Definitions sections of the Coverage Parts.

A. Policy Conditions

All Coverage Parts included in this **Policy** are subject to the following conditions except as otherwise expressly indicated.

1. Alteration, Assignment and Headings

   a. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.

   b. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to the **Policy** signed by an authorized representative of the **Insurer**.

   c. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

2. Alternative Dispute Resolution

   The **Insured** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof, including disputes as to the scope or applicability of coverage, to the alternative dispute resolution ("ADR") process set forth in this section.

   Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

   There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have expertise in the legal, or the insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties. No award of the arbitrators shall include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation is concluded or terminated. In all events, each party shall bear its own expenses in the ADR process.

   Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

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3. Appeals

   We can appeal a judgment against an **Insured** under this agreement if:

   a. The judgment is for more than the amount of the **Retained Limit**, and

   b. An **Insured** does not appeal it.

   If **We** appeal a judgment, **We** will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to any Limit of Insurance of this **Policy**.

4. Audit of Books and Records

   We may audit **Your** books and records at any time during the **Policy Period** or within five years after the **Policy Period**. There is no time limit on auditing **Your** books and records with respect to **Claims** under this **Policy**.

5. Authorization Clause

   By the acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of cancellation or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

6. Conflicting State Law or Regulation

   In the event that provisions of this **Policy** conflict with any state law or regulation, then such law or regulation shall prevail and this **Policy** is amended to conform with such law or regulation.

7. Defense and Settlement

   a. **We** have no duty to defend a **Claim** against an **Insured** seeking **Damages**.

   b. **We** shall have no obligation to pay or indemnify an **Insured** for any amount if an **Insured**'s obligation to pay **Damages** and **Claim Expenses** is within or equal to the **Retained Limit**.

   c. **You** have the duty to defend any **Claim** to which this insurance applies and shall be responsible for the **Damages** and **Claim Expenses** up to the **Retained Limit**.

   d. When the **Damages** and **Claim Expenses** for which **You** become legally obligated to pay exceed the **Retained Limit**, **You** will be entitled to indemnification by **Us**. **You** shall submit any request for indemnification to **Us** as soon as practicable after the **Damages** and **Claim Expenses** exceed the **Retained Limit**. **We** will promptly indemnify **You** in excess of the **Retained Limit** subject to the Limit of Insurance for the applicable Coverage Part as shown on the Declarations. The **Retained Limit** must be satisfied by actual payment by **You**. The **Retained Limit** may not be satisfied by payment by the **Insured** of any deductible of any other **Policy** or payments made on behalf of the **Insured** by any other insurer, person or entity. The **Insured** must make actual payment of the **Retained Limit** under this **Policy** without regard to whether the **Insured** must pay other amounts under any other **Policy**, even if the claimed amounts are deemed to have been caused by one **Occurrence, Accident** or **Wrongful Act**. The **Retained Limit** shall not be impaired by any **Claim** brought against an **Insured** which is not covered under the applicable Coverage Part.

   e. **Your** legal obligation to pay the **Damages and Claim Expenses** must be evidenced either by a judgment against any **Insured** after final adjudication, or by an arbitration award entered as a judgment, or by a written settlement executed by **You** and the settling claimants.

   f. **You** must obtain **Our** prior written approval before offering or agreeing to pay an amount which is in excess of the **Retained Limit** in order to settle any **Claim**.

   g. **We** shall have the right and **You** shall avail **Us** of the opportunity to associate with **You** in the defense of any **Claim** that in **Our** sole opinion may create indemnification obligations for **Us**.

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h. **We** shall have the right to settle any **Claim** that in **Our** sole opinion may create indemnification obligations for **Us**.

8. Duties In the Event of **Accident**, **Occurrence**, **Wrongful Act**, or **Claim**

a. **You** must see to it that:

i. **We** are notified in writing as soon as practicable once **You** have knowledge of any **Accident** or **Occurrence** which may reasonably and subsequently give rise to a **Claim** being made against an **Insured** that is likely to result in liability for **Us** under this **Policy**. Notice shall be deemed given as soon as practicable if it is given to **Us** by the department or person to whom **You** have delegated such claims reporting responsibility as soon as practicable after they have knowledge of such **Accident** or **Occurrence**. Further, for any **Claim** arising from a **Wrongful Act**, notification to **Us** may be given no later than sixty (60) days after the end of the **Policy Period**.

ii. **You** immediately make a written record of specific information about any **Claim** which appears reasonably likely to involve indemnification under this **Policy**, including but not limited to:

1. The identity of any potential claimants;
2. A description of any anticipated **Wrongful Act** allegations;
3. The identity of the **Insured** allegedly involved;
4. The circumstances by which the **Insured** first became aware of the **Accident**, **Occurrence** or alleged **Wrongful Act**;
5. The consequences which have resulted or may result;
6. The nature of the potential monetary damages; and
7. The date the **Claim** was received;

iii. **You** notify **Us** in writing as soon as practicable and provide **Us** with all the information required under section ii above. Notice shall be deemed given as soon as practicable if it is given to **Us** by the department or person to whom **You** have delegated such responsibility as soon as practicable after they have knowledge of such **Claim**;

iv. Notice will be made to:

MAIL	Chubb North American Claims P.O. Box 5122 Scranton, PA 18505-0554
EMAIL	ACEClaimsFirstNotice@chubb.com
FAX	(877) 395-0131 (Toll Free) (302) 476-7254 (Local)
PHONE	(800) 433-0385 – Business Hours (800) 523-9254 – After Hours

v. **We** receive any assistance **We** reasonably request in the enforcement of any right against any person or organization which may be liable;

vi. **We** receive **Your** full cooperation as stated in this **Policy**; and

vii. **We** receive **Your** full cooperation in the investigation, settlement or defense of any **Claim**.

b. **You** must notify **Us** and provide information in the manner specified above of any **Accident**, **Occurrence**, **Wrongful Act** or **Claim**, regardless of the coverage or liability, which:

i. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **Damages** which equals or exceeds 50% of the **Retained Limit**; or

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ii. Involves a notice of **Claim** for a **Wrongful Act** which is reasonably likely to equal or exceed 25% of the **Retained Limit**; or

iii. Involves any of the following:

1. Any injury to the spinal cord or vertebrate, including paraplegia, quadriplegia and partial paralysis;
2. Any serious head injury including skull fracture;
3. A brain or brain stem injury;
4. Any burn to 25% or more of the body;
5. A fatality;
6. Any amputation or loss of use of a major extremity or multiple minor extremities;
7. Sensory Loss (such as sight, hearing, smell, touch or taste);
8. Multiple Fractures or serious disfigurement or scarring;
9. **Bodily injury** resulting from use of a weapon or restraining device by law enforcement which results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **Damages** which equal or exceed 25% of the **Retained Limit**; or
10. Any **Suit** filed as a class action, whether any such class action or class is certified; or

iv. Is an actual or anticipated **Crisis Event** as soon as practicable, but in no event later than thirty (30) days after **You** first incur **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

Knowledge of an **Accident**, **Occurrence**, **Wrongful Act**, or **Claim** by an agent or **Employee** of any **Insured** shall not in itself constitute **Your** knowledge unless any of the persons with such knowledge is an executive officer or director; or other persons in a supervisory or managerial capacity, or acting as a risk manager or insurance manager; or a person to whom **You** have delegated such responsibility, have such knowledge.

c. If, during the **Policy Period**, **You** have knowledge of any **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if **You** give written notice to **Us** during the **Policy Period** or any applicable **Extended Reporting Period** of the details of such **Wrongful Act** referenced in 1 - 6 of section 8.b.ii above, then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by **Us**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

9. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of an **Insured** and any natural person qualifying as a domestic partner of an **Insured** under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured** shall be considered an **Insured** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks **Damages** from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any act of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the **Retained Limit** applicable to **Damages** and **Claim Expenses** claimed against an **Insured** shown in Item 4 of the Declarations, shall also apply to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

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10. Rights of Third Parties/Financial Impairment

    a. Other than (a) provided to **You** in Condition A.2. above (Alternative Dispute Resolution) or (b) expressly provided for by law, this **Policy** grants no rights whatsoever to any person or organization to sue **Us** or join **Us** as a party to any action against any **Insured** to determine the liability of any **Insured** nor shall **We** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** (or any insurer providing underlying insurance or an **Insured**'s inability to pay any part of the **Retained Limit**) shall not relieve **Us** of **Our** obligations nor deprive **Us** of any rights or defenses under this **Policy**.

    b. In the event there is a reduced recovery or no recovery available to an **Insured** as a result of such financial impairment of any **Insurer** providing other insurance, the coverage under this **Policy** shall apply only in excess of the **Retained Limit**. Under no circumstances shall **We** be required to drop down and replace any underlying Limit of Insurance, or assume any other obligations of any financially impaired **Insurer** or an **Insured**.

11. Inspection

    We have the right, but are not obligated to inspect any **Insured**'s premises and operations at any time. **Our** inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. **We** may give **You** reports on the conditions **We** find. **We** may also recommend changes to make the premises or operation a better insurance risk. While they may help reduce losses, **We** do not undertake the duty of any person or organization to provide for or advise on the health or safety of workers, third parties or the public. **We** do not warrant or represent that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

12. Interpretation

    The terms and conditions of this **Policy** shall be interpreted and construed as a commercial contract in an evenhanded fashion as between the parties. If the language of this **Policy** is to be interpreted in any suit, arbitration, mediation or appeal, any dispute regarding such interpretation shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insured** or the **Insurer** and without reference to the reasonable expectations of either the **Insured** or the **Insurer**.

13. Other Insurance

    If insurance with any other **Insurer** is available to cover a **Claim** for an **Insured** for any coverage under this **Policy** whether on a primary, excess, or contingent basis, the insurance under this **Policy** is excess of and does not contribute with such other insurance.

    It is also agreed that such other insurance is excess over the **Retained Limit** and we will not make any payments until the other insurance and the **Retained Limit** have been exhausted.

    The insurance under this **Policy** is not subject to the terms, conditions, or limitations of any other insurance.

    This condition does not apply with respect to excess insurance purchased specifically to be in excess of this **Policy**.

14. Premium

    a. The **Named Insured** shown in the Declarations:

        i. Is responsible for the payment of all premiums; and

        ii. Will be the payee for any return premiums **We** pay.

    b. **We** will compute all premiums for this **Policy** in accordance with **Our** rules and rates.

    c. The **Named Insured** must keep records of the information needed for premium computation, and send copies at such times as **We** may request.

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15. Representations

    a. The **Insured** represents and acknowledges that the statements and information contained in the **Application** are true and accurate and:

        i. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and

        ii. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**; and

    b. It is understood and agreed that:

        i. this **Policy** is issued in reliance upon the truth and accuracy of such representations;

        ii. if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder;

    c. Any **Insured's** failure to disclose all hazards as of the inception date of this **Policy** shall not prejudice the **Insured** with respect to the coverage afforded by this **Policy**; provided such failure or omission is not intentional and any **Insured** did not know about such hazard prior to the commencement of the **Policy Period**.

16. Right to Recover Payment

    Any persons or organizations for whom **We** make a payment under this insurance must transfer to **Us** their right of recovery against any other party. After a **Claim** they must do everything necessary to secure, and nothing to impair, these rights. However, **We** will waive **Our** right of recovery against any person or organization with respect to which the **Insured** has waived its right of recovery prior to the **Occurrence**, **Accident**, or **Wrongful Act** in an **Insured Contract**.

17. Territory

    Coverage under this **Policy** shall extend to **Accidents**, **Occurrences** or **Wrongful Acts** taking place or sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

18. Termination of the **Policy**

    a. The **Named Insured** may cancel this **Policy** at any time by sending **Us** a written request or by returning the **Policy** stating the date of cancellation.

    b. **We** may cancel this **Policy** at any time by mailing to the **Named Insured** a notice of cancellation 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. **Our** notice of cancellation will be mailed to the **Named Insured**'s last known address, and will indicate the date on which coverage is terminated.

    c. If cancellation is requested by the **Named Insured**, return premium will be computed at 90% of the pro rata premium.

        If **We** cancel, return premium will be computed pro rata. If this **Policy** insures more than one **Named Insured**, cancellation may be effected by the **Named Insured** as shown on the Declarations Page for the account of all the **Named Insureds**. Notice of cancellation by **Us** to the **Named Insured** will be deemed notice to all **Insureds** and payment of any return premium to such **Named Insured** will be for the account of all interests.

    d. This **Policy** shall also terminate at the earliest of the following times:

        i. Upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or

        ii. At such other time as may be agreed upon by the **Insurer** and the **Named Insured**.

    e. Either party may elect to non-renew the **Policy** at its expiration date for any reason.

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19. Transfer of Rights and Duties

    Your rights and duties under this insurance may not be transferred without **Our** written consent except in the case of death of an individual **Insured**.

    If **You** die, **Your** rights and duties will be transferred to **Your** legal representative but only while acting within the scope of duties as **Your** legal representative. Until **Your** legal representative is appointed, anyone having proper temporary custody of **Your** property will have **Your** rights and duties but only with respect to that property.

20. Valuation

    All premiums, limits, retentions, **Damages**, **Claim Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claim Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached. If the amount of the settlement is agreed upon or the other element of **Damages** or **Claim Expenses** is due, respectively, or if it is not published on such date, the rate as published on the next date of publication of *The Wall Street Journal* shall apply.

21. When a **Claim** is Payable

    With respect to payment of **Claims,** this **Policy** will not apply until **You** are obligated to pay the amount of the **Retained Limit** covered under this **Policy**. When the amount of **Damages** and **Claim Expenses** has finally been determined as provided in Condition A. 7. Defense and Settlement, **We** will promptly indemnify **You** the amount of the **Damages** and **Claim Expenses** covered under this **Policy**.

    If **We** are required or at **Our** sole discretion, elect to pay any amounts on behalf of an **Insured** within the **Retained Limit**, **You** will promptly reimburse **Us** for any such amounts.

B. Definitions

1. **Accident** means an unintended and unexpected harmful event, including continuous or repeated exposure to substantially the same general harmful conditions which results in **Bodily Injury** or **Property Damages**. All such exposure to substantially the same general conditions will be considered as arising out of one **Accident**.

2. **Administration** means:

    a. Giving counsel to employees with respect to an **Employee Benefits Program**;

    b. Interpreting an **Employee Benefits Program**;

    c. Handling of records in connection with an **Employee Benefits Program**; or

    d. Effecting enrollment, termination, or cancellation of employees under an **Employee Benefits Program**;

    provided such acts are authorized by **You**.

3. **Advertising Injury** means one or more of the following offenses:

    a. Libel, slander or defamation;

    b. Any infringement of copyright, title or slogan;

    c. Misappropriation of advertising ideas or style of doing business;

    d. Oral or written publication of material that violates a person’s right of privacy;

    committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arising out of **Your** advertising activities except if arising out of electronic chat rooms or bulletin boards.

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4. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insured** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.

5. **Automobile** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but, does not include **Mobile Equipment**.

6. **Bodily Injury** means physical injury to the body, sickness or disease, including death resulting from any of these at any time, and if arising out of the foregoing, mental anguish, mental injury, mental tension, emotional distress, disability, pain and suffering, shock or fright.

7. **Claim** means:

   a. A written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;

   b. A civil, administrative or regulatory proceeding against any **Insured** commenced by

      i. The service of a complaint or similar pleading against any **Insured** seeking monetary damages or non-monetary or injunctive relief;

      ii. The issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with any federal, state or local governmental authority located anywhere in the world; or

      ii. The service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced;

      However, any complaint filed with the Equal Employment Opportunity Commission ("EEOC") shall not constitute a **Claim** until the EEOC has issued a "right to sue" letter or notice to the claimant;

   c. A criminal proceeding against any **Insured** commenced by a return of an indictment, information, or similar document, or receipt or filing of a notice of charges;

   d. An arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;

   e. Solely with respect to Insuring Agreement A.2, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs a through d above;

   including any appeal therefrom.

   Claim does not mean a labor union grievance or complaint filed with a labor union.

8. **Claim Expenses** means:

   a. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by **Us**, or by an **Insured** with **Our** prior written consent, in the investigation and defense of covered **Claims**;

   b. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided that **We** shall have no obligation to apply for or furnish such bond; and

   c. Pre-judgment and post-judgment interest awarded in any **Claim**.

   Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured**. **Claim Expenses** shall be reduced by any recoveries or salvages which have been paid or will be collected. **Claim Expenses** does not include **Crisis Management Expense**.

9. **Damages** means compensatory damages, judgments and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim**. **Damages** shall be reduced by any recoveries or salvages which have been paid or will be collected.

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Damages does not include:

a. Any amount for which the **Insured** is not financially liable or legally obligated to pay;

b. Taxes, fines, penalties, or assessments;

c. Punitive or exemplary damages, or the multiple portion of any multiplied damage award;

d. Matters uninsurable under the laws pursuant to which this **Policy** is construed;

e. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief including any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;

f. **Crisis Management Expense**;

g. Liquidated damages, except to the extent specifically included as **Damages** below.

Solely with respect to the Public Officials & Employment Practices Liability and Miscellaneous Professional Liability coverage parts:

a. With respect to any **Claim** arising out of a **Employment Practices Violation**, **Damages** shall also mean:

   i. Front-pay and back-pay, except as otherwise stated below; and

   ii. Liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

b. **Damages** does not include employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation; provided, however, this limitation:

   i. Does not include salary, wages, bonuses, commissions and non-deferred cash incentive compensation in a settlement or judgment for a **Employment Practices Violation**; and

   ii. Does not apply to a **Wrongful Act** in the **Administration** of **Your Employee Benefits Program**.

10. **Employee Benefit Program** means:

    a. Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans; or

    b. Unemployment insurance, social security benefits, workers' compensation and disability benefits; provided for **Your Employees**.

11. **Employee** means any past or present full-time, part-time, temporary, or leased **Employee**(s) of the **Named Insured**.

    For the purposes of **Employment Practices Violations**, this definition includes:

    a. Applicants for employment with the **Named Insured**; and

    b. Leased **Employees** but only to the extent of the **Named Insured's** obligation to provide indemnification to such leased **Employee**, not to exceed such obligation applicable to non-leased **Employees**.

12. **Employment Practices Violation** means any actual or alleged:

    a. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;

    b. Employment related misrepresentation;

    c. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;

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d. **Sexual Harassment** or other unlawful workplace harassment;

e. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;

f. Wrongful discipline of **Employees**;

g. Negligent evaluation of **Employees**;

h. Failure to adopt adequate workplace or employment policies and procedures;

i. Employment related libel, slander, defamation or invasion of privacy;

j. **Retaliation**.

13. **Extended Reporting Period** means the period described in the section of any Coverage Part entitled **Extended Reporting Period** which period shall apply solely to such Coverage Part.

14. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **Fungi**.

15. **Impaired Property** means tangible property, other than **Your Product** or **Your Work** that cannot be used or is less useful because:

    a. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. **You** have failed to fulfill terms of a contract or agreement;

    if such property can be restored to use by:

    a. The repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or

    b. **Your** fulfilling the terms of the contract or agreement.

16. **Incidental Medical Malpractice** means injury arising out of: (1) emergency medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician or paramedic; or (2) medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any nurse who is employed by or acting on behalf of an **Insured** to provide such services, but is not employed at a hospital, clinic or nursing home facility.

17. **Insured** means each of the following to the extent set forth below:

    a. The **Named Insured**;

    b. While acting within the scope of their duties for the **Named Insured**:

        i. All persons who were, are now, or shall be **Your** lawfully elected or appointed officials;

        ii. Current or former members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, provided such units are within the total operating budget included in the **Application**;

        iii. All of **Your** current or former **Employees**;

        iv. All persons who perform a service on a volunteer basis for **You**, provided such performance is under **Your** direction and control. This does not include any person working on retainer or as an independent contractor;

        v. All persons or organizations providing service to **You** under any mutual aid or similar agreement; or

        vi. The estate of any person in (i.) through (iv.) above;

    c. Any person or organization while acting as **Your** real estate manager;

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d. With respect to **Mobile Equipment**, any person is an **Insured** under the General Liability Coverage Part while operating such equipment with **Your** permission;

e. With respect to a **Covered Automobile**, any person is an **Insured** under the Automobile Liability Coverage Part while operating the **Covered Automobile** with **Your** permission.

f. No person or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is shown as a **Named Insured** in the Declarations.

g. Solely with respect to the Public Officials & Employment Practices Liability Coverage Part, **Insured** also means:

i. Elected or duly appointed officials and **Employees** of the **Named Insured** serving as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, or as amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of such officials and **Employees** to serve as a director or officer of such non-profit organization is based solely upon such person's status as an official or **Employee** of the **Named Insured**; and (2) such official or **Employee** is directed in writing by the **Named Insured** to serve as a director or officer of such non-profit organization prior to beginning such service;

ii. Elected or duly appointed officials and **Employees** of the **Named Insured** while acting at the written request of the **Named Insured** in their capacity as a duly appointed official of an outside entity which is recognized by the government as being tax-exempt;

provided however, coverage for such individuals referenced in f.i. and f.ii above shall be specifically excess over: (1) any indemnification provided by such outside entity to such individuals; or (2) any insurance purchased by such outside entity covering such individual, whether such insurance is primary, contributory, excess, or contingent, and notwithstanding any similar "other insurance" clause contained in such policy.

18. **Insurer** means the insurance company providing this insurance.

19. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

20. **Law Enforcement Activities** means any of the official activities or operations of **Your** police force or any other public safety organization, including their agents or employees, which enforces the law and protects persons or property.

21. **Mobile Equipment** means any land vehicles including attached machinery or equipment that is not licensed for road use. However, this does not apply to equipment that is permanently attached to vehicles that are licensed for road use.

22. **Named Insured** means the person or organization first named in Item 1 of the Declarations.

23. **Occurrence** means:

a. With respect to **Bodily Injury** and **Property Damage**, an accidental happening including continuous or repeated exposure to substantially the same general harmful conditions which results in **Bodily Injury** or **Property Damage**. All such exposure to substantially the same general conditions will be considered as arising out of one **Occurrence**;

b. With respect to **Personal Injury**, only those offenses specified in the **Personal Injury** Definition. All damages arising out of substantially the same **Personal Injury** regardless of frequency, repetition, the number or kind of offenses, or number of claimants, will be considered as arising out of one **Occurrence**;

c. With respect to **Advertising Injury**, only the offenses listed in the **Advertising Injury** Definition. All damages arising out of substantially the same **Advertising Injury** regardless of frequency, repetition,

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the number or kind of media used, the number or kind of offenses, or the number of claimants, will be considered as arising out of one **Occurrence**.

24. **Personal Injury** means one or more of the following offenses:

    a. False arrest, false imprisonment, wrongful detention or malicious prosecution;

    b. Libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy, unless arising out of advertising activities in electronic chat rooms or bulletin boards;

    c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.

25. **Policy** means, collectively, the Declarations, the **Application**, this coverage form, Coverage Parts and any endorsements.

26. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Condition 18, Termination of the **Policy**.

27. **Pollutant(s)** means (a) any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent; (b) any solid, liquid, gaseous or thermal irritant, contaminant or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed; and also (c) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, **Fungi** or bacteria (not including to any **Fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption), lead or lead compounds or lead contained in any materials, and electric or magnetic or electromagnetic field radiation.

28. **Post-judgment Interest** means interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court, the part of the judgment that is within the applicable Limit of Insurance.

29. **Pre-judgment Interest** means interest added to settlements, verdicts, awards, or judgments that are within the applicable Limit of Insurance, based on the amount of time prior to the settlements, verdicts, awards or judgments, whether or not made part of the judgments.

30. **Professional Services** means services that may be legally performed only by a person holding a professional license to render such services.

31. **Property Damage** means physical injury to tangible property, including all resulting loss of use of such property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

32. **Retained Limit** means the applicable amounts shown in the Declarations or any applicable endorsement for **Retained Limit**.

33. **Retaliation** means a **Wrongful Act** of an **Insured** relating to or alleged to be in response to:

    a. Disclosure or threat of disclosure by an **Employee** of the **Named Insured** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

    b. Actual or attempted exercise by an **Employee** of the **Named Insured** of any right that such **Employee** has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, The Americans with Disabilities Act or any similar state or local law;

    c. An **Employee** of the **Named Insured** filing a **Claim** under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law;

    d. Strikes by **Employee**s of the **Named Insured**; or

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e. Political affiliation of an **Employee** of the **Named Insured**.

34. **Sexual Abuse** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury.

    Sexual Abuse does not include **Sexual Harassment.**

35. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:

    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or

    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

    Sexual Harassment does not include **Sexual Abuse**.

36. **Suit** means a civil proceeding in which **Damages** because of **Bodily Injury**, **Property Damage**, **Personal Injury**, **Advertising Injury** or **Wrongful Act** to which the applicable Coverage Part applies, are alleged, including:

    a. An arbitration proceeding in which such damages are alleged; or

    b. Any other Alternative Dispute Resolution proceeding in which such damages are alleged.

37. **Wrongful Act** means:

    a. With respect to Insuring Agreement A.1 of the Public Officials & Employment Practices Liability Coverage Part, any negligent act, error, misstatement, misleading statement, or omission committed or attempted by the **Named Insured**, including **Administration** of **Your Employee Benefit Program,** or by any other **Insured** solely in the performance of duties for the **Named Insured**.

    b. With respect to Insuring Agreement A.2 of the Public Officials & Employment Practices Liability Coverage Part, any **Employment Practices Violation** actually or allegedly committed by the **Named Insured**, or by any other **Insured** solely in the performance of duties for the **Named Insured**.

    c. With respect to the Miscellaneous Professional Liability Coverage Part, any actual or alleged negligent act, error, omission, misstatement or misleading statement, **Personal Injury**, or **Advertising Injury** committed by the **Insured** in the **Insured's** performance or failure to perform **Miscellaneous Professional Services**.

    However, **Wrongful Act** does not include any actual or alleged network security or privacy breach, including but not limited to:

    a. The failure or inability of the security of any computer system to prevent a computer attack or mitigate loss arising in whole or in part from a computer attack;

    b. Physical theft, loss or mysterious disappearance of firmware, hardware (including components thereof) or hard copy files; or

    c. The disclosure of an individual's name; address; telephone number; medical, healthcare or other health information; social security, drivers license or other government identification number; credit or debit card number; account numbers or histories; passwords or other personal information not lawfully available to the general public.

38. **Your Product** means:

    a. Any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:

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i. **You**;

ii. Others trading under **Your** name; or

iii. A person or organization whose business or assets **You** have acquired;

b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

39. **Your Work** means:

a. Work or operations performed by **You** or on **Your** behalf;

b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of a. and b. above. **Your Work** also includes the providing of or failure to provide warnings or instructions.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

C. Exclusions

All Coverage Parts included in this **Policy** also contain their own exclusions and are subject to any applicable exclusions in the Coverage Part and the following Exclusions that apply to all Coverage Parts except as otherwise expressly indicated:

The insurance under any Coverage Part in this **Policy** does not apply to:

1. Any liability arising out of the operation of the principles of eminent domain, condemnation, inverse condemnation, adverse possession, temporary or permanent taking.

2. Any **Claim** alleging, based upon, arising out of, or attributable to:

a. The violation of any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act or any other statutory provision regulating antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;

b. Any (1) purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended; (2) violation of the Organized Crime Control Act of 1970 (commonly known as “Racketeer Influenced And Corrupt Organizations Act” or “RICO”), as amended; (3) any regulation promulgated under the foregoing laws; or (4) any federal, state, local or foreign laws similar to the foregoing laws (including “Blue Sky” laws), or regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

c. The failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;

d. Alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claim Expenses**; or

e. Whether directly or indirectly, the performance of assets or invested funds or the failure to invest any funds.

3. Any **Claim** alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured**;

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however, the **Insured** shall be reimbursed for the reasonable **Claim Expenses** incurred in such **Claim** if the **Insured** is not found liable for such act, error, omission or violation.

However, this exclusion does not apply to the Automobile Liability Coverage Part or to that part of any **Claim** for an **Employment Practices Violation**.

4. Any **Insured's** activities in an investing or fiduciary capacity including but not limited to, any **Employee Benefit Programs**, including any pension, savings or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, the **Administration** of any self-insurance fund or any obligations under the Employees' Retirement Income Security Act (ERISA) of 1974 or any amendments thereto or similar subsequent federal acts or any similar provisions of statutory or common law.

   This exclusion does not pertain to failure to execute required actions or mistaken actions committed in the **Administration** of **Your Employee Benefit Program**.

5. Any **Damages** for any costs, civil fines, penalties or expenses levied or imposed against an **Insured** arising from any complaint or enforcement action from any federal, state, or local government regulatory agency.

6. Any liability arising out of or attributable to:

   a. The rendering or failure to render:

      Medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

      Any service or treatment related or conducive to health or of a professional nature;

   b. The furnishing or dispensing of drugs, medical, dental, or surgical supplies or appliances;

   c. Any service by a person as a member of a formal accreditation or similar professional board or committee, or as a person charged with the duty of executing directives of any such board or committee; or

   d. Any blood product handled or distributed by an **Insured** or any service related thereto, including any allegation of reliance upon any representation or warranty made at any time with respect to blood products.

   However, with respect to the General Liability Coverage Part, this exclusion does not apply to **Incidental Medical Malpractice**.

7. The rendering or failure to render any **Professional Services**, provided, however, this exclusion shall not apply to:

   a. **Professional Services** provided by any full-time or part-time **Employee** acting as a lawyer or accountant and providing such services solely to the **Named Insured**; and

   b. The Miscellaneous Professional Services Liability Coverage Part.

8. With respect to **Law Enforcement Activities**, any **Claims**, **Damages** or **Suits** directly or indirectly arising out of:

   a. Any willful violation, or any violation in which any **Insured** had knowledge of or consented to the violation, of any federal, state or local ordinance, rule, or regulation, or any willful violation of a penal statute;

   b. The failure to arrest or detain any person;

   c. Any part of any **Claim** or **Suit** seeking relief or redress in any form other than money damages including but not limited to, injunctive relief, declaratory relief, any other equitable remedies, including actions brought:

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i. To improve the physical conditions of any facility; or

ii. To improve the living conditions of any person being held in any facility;

d. The providing or failing to provide any form of health care services, except for (i) first aid which is limited to the rendering of emergency medical treatment at the time of an **Accident** or (ii) actual or alleged denial of access to health care services.

e. Any injury to any volunteer who is injured in the conduct of **Your Law Enforcement Activities** within the scope of their duties for **You**.

9. Any premium, assessment, penalty, fine, benefit or other obligation imposed by any Workers' Compensation Law, unemployment compensation or disability benefits law, the Jones Act, General Maritime Law, the Federal Employers' Liability Act, Federal Employee Compensation Act, the Defense Base Act, U.S. Longshoremen's and Harbor Workers' Compensation Act, Federal Coal Mine Health and Safety Act, any federal occupational disease law; any amendments to such laws or under any similar law for which **You**, or any insurance company as **Your** insurer, may be held liable; or for which an **Insured** is a qualified self-insurer.

10. Any liability, whether direct or indirect, arising out of **Sexual Abuse** by an **Insured**.

11. Any liability for which any **Insured** may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion only applies if **You** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. This exclusion does not apply to the Automobile Liability Coverage Part.

12. Any:

a. Liability arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**; or

b. Loss, cost or expense arising out of any:

i. Request, demand or order that an **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **Pollutants**; or

ii. Any **Claim** by or on behalf of governmental authority or others for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

With respect to the General Liability Coverage Part, this exclusion does not apply to:

1. **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a Hostile Fire. As used herein, Hostile Fire means a fire which becomes uncontrollable or breaks out from where it was intended to be;

2. **Bodily Injury** if sustained within a building owned or occupied by, or rented or loaned to, any **Insured** and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

With respect to the Automobile Liability Coverage Part, this exclusion does not apply to **Accidents** that occur away from premises owned or rented to an **Insured** with respect to **Pollutants**, but only if:

1. The **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **Covered Automobile**; and

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2. The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage; and

3. The **Pollutants** were not in, upon or released from the **Covered Automobile**.

   Paragraph 3. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **Covered Automobile** or its parts, if:

   a. The **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Automobile** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and

   b. The **Bodily Injury** or **Property Damage** does not arise out of the operation of **Mobile Equipment**.

13. Any liability arising out of:

   a. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos;

   b. The use of asbestos in constructing or manufacturing of, or presence of asbestos in any good, product, or structure;

   c. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or

   d. Payment for investigation or defense of any loss, fine or penalty; or for any expense or **Claim**; related to a., b. or c. above.

14. Any loss, cost or expense arising out of, resulting from, caused by or contributed to by:

   a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;

   b. The abatement, mitigation, removal, or disposal of lead, lead compounds or lead contained in any materials;

   c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with a. and b. above; or

   d. Any obligation to share **Damages**, remediation or other relief or compensation of any kind with, or to repay someone else who must pay such **Damages** in connection with a., b. or c. above.

15. Any liability arising out of the complete or partial failure to adequately supply gas, oil, water, electricity, steam or sewerage service.

16. Any liability, whether direct or indirect, arising out of, caused by, resulting from, contributed to, or aggravated by the subsidence, expansion, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, rising, tilting or any other land or earth movement.

17. Any liability arising out of the ownership, maintenance, loading or unloading, control, use or operations of any aircraft, airfields, runways, hangers, buildings, or other properties in connection with aviation activities.

   This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

   However, with respect to the General Liability Coverage Part, this exclusion does not apply to liability for the premises of buildings or other properties to which the general public is admitted.

18. Any liability arising out of the ownership, maintenance, operation, use loading or unloading or entrustment to others of any watercraft owned or operated by an **Insured** or rented, loaded, or chartered by or on behalf of an **Insured**.

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This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

However, with respect to the General Liability Coverage Part, this exclusion does not apply to:

a. Watercraft while ashore on premises an **Insured** owns or rents;

b. Watercraft not owned by an **Insured** that is less than 51 feet long and not being used to carry persons or property for a charge.

19. Any liability arising out of the ownership, maintenance, operation, control, use or operations of any landfill or disposal site or other properties in conjunction with landfill or disposal site activities.

    However, with respect to the General Liability Coverage Part, and subject to the Pollution Exclusion (Exclusion 12), which does apply in all cases, this exclusion does not apply to liability arising out of the use or maintenance of the premises, buildings or other areas of such properties to which the general public is admitted.

20. Any liability arising out of collapse, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or earth movement of any dam, spillway, levee or reservoir.

21. Any:

    a. **Claim** by an **Insured** against any other **Insured**; and

    b. Injury or **Damage** to the spouse, child, parent, brother and sister of the **Insured** as a consequence of a. above.

    However, this exclusion does not apply: (1) with respect to **Claims** against the **Named Insured** to the extent coverage is provided for **Employment Practices Violations** for a **Claim** by an **Employee**; or (2) to any **Claim** brought or maintained by any natural person **Insured** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy**.

22. Any liability arising from the use of trampolines or other rebounding equipment.

23. Any liability, cost or expense arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

24. Any liability an **Insured** may have, directly or indirectly, occasioned by, happening through, or in consequence of:

    a. War, including undeclared or civil war;

    b. Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

    d. Confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

25. Any liability arising out of or allegedly arising out of exposure to or contact with electromagnetic field radiation.

26. Any:

    a. Injury, **Damage**, expense, cost, loss, liability or legal obligation which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **Fungi** or bacteria on or within a building or structure,

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including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or **Damage**; or

b. Loss, cost or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of **Fungi** or bacteria, by any **Insured** or by any other person or entity.

This exclusion does not apply to any **Fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

27. Any liability for **Personal Injury** or **Advertising Injury** arising out of **Your** advertising activities in electronic chat rooms or bulletin boards.

28. Any liability:

With respect to which an **Insured** under this **Policy** is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

Resulting from the **Hazardous Properties** of **Nuclear Material** and with respect to which:

i. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

ii. An **Insured** is, or had this **policy** not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

For any expenses incurred with respect to **Bodily Injury** resulting from the **Hazardous Properties** of **Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.

Resulting from the **Hazardous Properties** of **Nuclear Material**, if:

i. The **Nuclear Material**:

1. Is at any **Nuclear Facility** owned by, or operated by or on behalf of, an **Insured**; or

2. Has been discharged or dispersed therefrom;

ii. The **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or

iii. Arising out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (iii.) applies only to **Property Damage** to such **Nuclear Facility** and any property at such **Nuclear Facility**.

As used in this exclusion:

i. **Hazardous Properties** means radioactive, toxic or explosive properties.

ii. **Nuclear Material** means **Source Material**, **Special Nuclear Material** or **By-product Material**.

Source Material, **Special Nuclear Material**, and **By-product Material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

iii. **Spent Fuel** means any fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

iv. **Waste** means any **Waste** material:

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Containing **By-product Material** other than the tailings or **Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **Source Material** content; and

Resulting from the operation by any person or organization of any **Nuclear Facility**.

v. **Nuclear Facility** means:

Any **Nuclear Reactor**;

Any equipment or device designed or used for:

a. Separating the isotopes of uranium or plutonium,

b. Processing or utilizing **Spent Fuel**, or

c. Handling processing or packaging **Waste**;

Any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premiums used for such operations.

vi. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

vii. **Property Damage** as defined in this exclusion only means physical injury to tangible property, including all resulting loss of use of such property; and includes all forms of radioactive contamination of property.

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Public Entity
Retained Limits Policy

GENERAL LIABILITY COVERAGE PART

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

A. Insuring Agreement

The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first arising out of an **Occurrence** happening during the **Policy Period** in the Coverage Territory for **Bodily Injury**, **Personal Injury**, **Advertising Injury**, or **Property Damage** taking place during the **Policy Period**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claims Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4. A of the Declarations. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this **Policy**;
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims**.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from each **Occurrence** under this Coverage Part will not exceed the General Liability Coverage Part Each Occurrence Limit of Insurance specified in Item 5. A of the Declarations. This will be true regardless of:
   a. The number of persons and organizations who are **Insureds** under this **Policy**;
   b. The number of **Claims** made against any or all **Insureds**; or
   c. The number of persons or organizations making **Claims**.
2. The **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from all **Claims** under this Coverage Part will not exceed the General Liability Coverage Part Aggregate Limit of Insurance specified in Item 5. A of the Declarations which is the most the **Insurer** will indemnify for **Damages** and **Claim Expenses** under this Coverage Part during the **Policy Period**.
3. **Claim Expenses** will be part of and not in addition to the Aggregate Limit of Insurance stated in Item 5. A of the Declarations, and shall reduce such Aggregate Limit of Insurance. If the Aggregate Limit of Insurance is exhausted by payment of **Damages** and **Claim Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
4. All **Claims** arising out of the same **Occurrence** and all interrelated **Occurrences** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy**

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Period. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

The insurance under this Coverage Part does not apply to:

1. Any **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** for which coverage is provided under any other Coverage Part of this **Policy**.
2. **Bodily Injury** or **Property Damage** either expected or intended from the standpoint of an **Insured**. This exclusion does not apply:
   a. To **Bodily Injury** resulting from the use of reasonable force to protect persons or property; or
   b. To **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions, and Exclusions.
3. **Advertising Injury** or **Personal Injury** caused by or at the direction of an **Insured** if the **Insured** knew or reasonably should have known that the act would violate the rights of another and would inflict **Advertising Injury** or **Personal Injury**.
4. An **Insured**'s obligation to pay by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for **Damages**:
   a. That an **Insured** would have in the absence of the contract or agreement; or
   b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the effective date of the **Insured Contract** and such **Insured Contract** was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period**.
5. **Bodily Injury** to:
   a. An **Employee** of an **Insured** arising out of and in the course of:
      i. Employment by an **Insured**; or
      ii. Performing duties related to the conduct of an **Insured**'s business; or
   b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of a. above.

   This exclusion applies:
   a. Whether an **Insured** may be liable as an employer or in any other capacity; and
   b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   However, this exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract**.
6. Any liability arising out of:
   a. Any **Employment Practices Violation**;
   b. The **Administration** of **Your Employee Benefit Program**;
   c. Any form of discrimination; or
   d. Any violation of civil rights.

   However, this exclusion does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions.

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7. Any **Property Damage** to:

   a. Property owned, occupied or leased by an **Insured** or purchased by an **Insured** under an installment sales contract or property on consignment to an **Insured**;

   b. Property loaned to an **Insured**;

   c. **Personal Property** in the care, custody, or control of an **Insured**, provided however, this sub-paragraph c. does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions;

   d. Premises **You** sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

   e. That particular part of real property on which **You** or any of **Your** contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations, if the **Property Damage** arises out of those operations; or

   f. That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

8. Any **Property Damage** to:

   a. **Your Work** arising out of the work or out of materials, parts or equipment that is furnished with such work;

   b. **Your Product** or arising out of **Your Product** or any part of it; or

   c. **Impaired Property** or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**, or a delay or failure by **You** or anyone acting on **Your** behalf to perform a contract or agreement in accordance with its terms.

   However, this exclusion does not apply to the loss of use or use of property of another arising out of unexpected and unintended physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

9. **Advertising Injury** resulting from:

   a. Failure of performance of contract, but this exclusion does not apply to **Claims** for misappropriation of ideas based upon alleged breach of an implied contract;

   b. Incorrect description of any article or commodity;

   c. Any mistake in advertised price; or

   d. Failure of goods, products or services to conform with advertised quality or performance.

10. **Personal Injury** arising out of:

    a. Oral or written publication of material, if done by or at the direction of an **Insured** with knowledge of its falsity;

    b. Oral or written publication of material whose first publication took place before the beginning of the **Policy Period**.

11. **Bodily Injury** or **Property Damage** arising out of:

    a. The ownership, entrustment, maintenance, operation, use, loading or unloading of **Automobiles**; or while **Automobiles** are being transported; or

    b. The transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**.

    This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that **Insured**.

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This exclusion does not apply to liability for **Bodily Injury** or **Property Damage** arising from **Automobiles** not owned, leased, rented, or operated by an **Insured**.

12. **Damages** arising out of the loss of, the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

    As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

13. **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

    a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

    b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

    c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

    d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

E. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

1. **Insured Contract** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises rented to **You** or temporarily occupied by **You** with permission of the owner is not an **Insured Contract**.;

    b. A sidetrack agreement;

    c. Any easement or license agreement except in connection with vehicle or pedestrian private railroad crossings at grade;

    d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    e. A mutual aid assistance agreement or contract between political subdivisions;

    f. An elevator maintenance agreement;

    g. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    h. That part of any other written contract or written agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

        An **Insured Contract** does not include that part of any contract or agreement:

        i. That indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

        ii. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

iii. Under which the **Insured**, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in ii. above and supervisory, inspection, architectural or engineering activities.

2. **Personal Property** means any property other than real property or fixtures.

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Public Entity
Retained Limits Policy

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. PLEASE READ THIS COVERAGE PART AND THE ENTIRE POLICY CAREFULLY.

CLAIM EXPENSES ARE SUBJECT TO A SEPARATE LIMIT. THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES ONCE THE CLAIM EXPENSES LIMIT HAS BEEN EXHAUSTED. AMOUNTS INCURRED FOR DAMAGES AND CLAIM EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNT.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreement

1. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period**, or if applicable, the **Extended Reporting Period**, for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period**.

2. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period**, or if applicable, the **Extended Reporting Period**, for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period** if such **Claim** is brought and maintained by or on behalf of any **Employee(s)** of the **Named Insured**.

3. The **Insurer** will pay on behalf of the **Named Insured** the **Crisis Management Expense** for which the **Named Insured** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4.C of the Declarations. This **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk.

Notwithstanding the above, there shall be no **Retained Limit** applicable to **Damages** or **Claim Expenses** and the **Insurer** shall pay such **Damages** or **Claim Expenses** from the first dollar for **Claims** against natural person **Insureds** and for which such **Insureds** are not indemnified by the **Named Insured**, subject to all other terms and conditions of this **Policy**, including the Limit of Insurance.

The **Named Insured** agrees to indemnify the aforementioned **Insured** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith any application for court approval.

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Notwithstanding anything in this section to the contrary, the **Named Insured's** indemnification obligations under this section shall not apply in the event the **Named Insured** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Named Insured**, or because of the **Named Insured** becoming a debtor-in-possession.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** resulting from each **Claim** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Each Claim Limit of Insurance specified in Item 5.C of the Declarations.

2. The **Insurer's** maximum liability for all **Damages** resulting from all **Claims** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance specified in Item 5.C of the Declarations, which is the most the **Insurer** will indemnify for **Damages** under this Coverage Part during the **Policy Period**.

3. The **Insurer** shall pay **Claim Expenses** in excess of the applicable **Retained Limit** and up to an aggregate amount equal to the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance stated in Item 5.C of the Declarations without reduction of the applicable Limit of Insurance. The total amount of such **Claim Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Insurance, and is not on a per **Claim** basis.

4. Once the **Insurer** has paid the amount set forth in Item 5.C of the Declarations in aggregate **Claim Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claim Expenses** shall reduce the applicable Limit of Insurance.

5. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.

6. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense**.

7. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising for any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this **Policy** regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Insurance set forth in Item 5.C of the Declarations.

D. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

1. **Retroactive Date** means the date specified in Item 6.A of the Declarations for this Coverage Part.

2. **Adverse Publicity** means the publication of unfavorable information regarding the **Named Insured** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Named Insured** to conduct business. Such publication must occur in a report about an **Insured** appearing in:

   a. A daily newspaper of general circulation;

   b. A magazine or other published periodical; or

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c. A radio or television news program.

3. **Crisis Event** means one of the following, except where coverage is otherwise excluded under the Common Conditions, Definitions and Exclusions or any Coverage Part of this **Policy**:

   a. Management Event: The incapacity, death or state or federal criminal indictment of a natural person **Insured** for whom the **Named Insured** has purchased and continues to maintain key individual life insurance;

   b. Funding Cancellation: The cancellation, withdrawal or revocation of $500,000 or more in funding, donations(s), grant(s) or bequest(s) by a non-government entity or person to the **Named Insured**;

   c. Bankruptcy: The disclosure by the **Named Insured** of (i) its intention to file or its actual filing for protection under federal bankruptcy laws, or (ii) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Named Insured**;

   d. Employment Event: The disclosure by the **Named Insured** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging an **Employment Practices Violation** by the **Named Insured** which has caused or is reasonably likely to cause **Adverse Publicity**; and

   e. Material Event: Any other material event which, in the good faith opinion of the **Named Insured**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.

4. **Crisis Management Expense** means the following expenses incurred by the **Named Insured** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Named Insured** first incurs the subject **Crisis Management Expense:**

   a. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for **Crisis Management Services** provided to the **Named Insured by a Crisis Management Firm**, and

   b. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Named Insured** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.

5. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Named Insured** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.

6. **Crisis Management Fund** means $25,000.

7. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Named Insured** in reducing or minimizing the potential harm to the **Named Insured** caused by the public disclosure of a **Crisis Event**.

The foregoing definitions shall apply equally to the singular and plural form.

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E. Exclusions

Except as limited under Insuring Agreement 3 above, the following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

The **Insurer** shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

1. Alleging, based upon, arising out of or attributable to any:
   a. **Bodily Injury**, other than mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation arising out of an **Employment Practices Violation**;
   b. **Property Damage**;
   c. **Personal Injury,** other than libel, slander or defamation in any form arising out of a **Employment Practices Violation**;
   d. **Advertising Injury**; or
   e. Any allegation relating to the foregoing 1.a, 1.b, 1.c, and 1.d.. that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claim Expenses** or **Claim.**
2. Alleging, based upon, arising out of or attributable to the return of taxes, assessments, penalties, fines, fees, or any award of salary, wages or earnings. However, this exclusion shall not apply to back pay or front pay.
3. Alleging, based upon, arising out of or attributable to strikes, riots or civil commotions.
4. Alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled. However, this exclusion shall not apply to any **Claim** alleging **Employment Practices Violation**.
5. Brought or maintained by, on behalf of, or in the right of any **Insured**. However, with respect to any **Claim** alleging any **Employment Practices Violation**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured**.
6. Alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Employment Practices Violation**.
7. Alleging, based upon, arising out of or attributable to any actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or any collective bargaining agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
8. Alleging, based upon, arising out of or attributable to procurement, service, construction, architect, or engineer contracts, including but not limited to the **Insured's** intentional interference with such contracts.
9. Alleging, based upon, arising out of or attributable to:
   a. Any prior or pending litigation or administrative or regulatory proceeding filed on or before the effective date of this **Policy** or any similar policy which was issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, for the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or

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b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding would constitute **Interrelated Wrongful Acts**.

10. Alleging, based upon, arising out of, or attributable to:

    a. Any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or

    b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.

11. Alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

12. Alleging, based upon, arising out of or attributable to the validity, infringement, violation or misappropriation of any trade secret, copyright, patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan or service name or other intellectual property.

13. Alleging, based upon, arising out of or attributable to any violation of (i) the Employee Retirement Income Security Act of 1974; by (ii) any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Worker Adjustment and Retraining Notification Act, (vi) the Consolidated Omnibus Budget Reconciliation Act, (vii) the Occupational Safety and Health Act; or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to that part of a **Claim** for **Retaliation**.

    Further, this exclusion shall not apply to any actual or alleged failure to execute required actions or mistaken actions committed in the **Administration** of **Your Employee Benefit Program**.

14. Alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

15. Alleging, based upon, arising out of or attributable to any **Wrongful Act** for which coverage is afforded under any other Coverage Part of this **Policy**.

F. Extended Reporting Period

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or non-renewal, the **Named Insured** shall have the right to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

1. Automatic **Extended Reporting Period**

    The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or non-renewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured**.

2. Optional **Extended Reporting Period**

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The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 7.A of the Declarations, to a continuation of the coverage granted by this **Policy** for an Optional **Extended Reporting Period** set forth in Item 7.B of the Declarations following the effective date of such termination or non-renewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or non-renewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

3. The **Insurer** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
4. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Insurance for the immediately preceding **Policy Period**. The purchase of the Optional **Extended Reporting Period** shall not increase or reinstate the Limits of Insurance, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Periods** combined.
5. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a non-renewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Periods**.

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PESTICIDE OR HERBICIDE APPLICATOR COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
City of Ormond Beach			1
Policy Symbol PEP	Policy Number G27982359 008	Policy Period October 01, 2023 to October 01, 2024	Effective Date of Endorsement October 01, 2023
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

SCHEDULE

Description of Operations:

Application of pesticide/herbicide as needed in the city by the city.

With respect to the operations shown in the Schedule above, it is agreed that:

Exclusion 12 of Section C. of Common Conditions, Definitions and Exclusions is amended to include:

With respect to the General Liability Coverage Part, this exclusion does not apply to:

3. **Bodily Injury** or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at or from any premises, site or location on which any **Insured** or any contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations provided:

   a. The **Pollutants** are brought on to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; and

   b. The operations meet all requirements of any federal, state or local statute, ordinance, rule or regulation that applies to those operations.

Authorized Agent

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ADDITIONAL INSURED – SPECIFIED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
City of Ormond Beach			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

SCHEDULE OF LIMITS OF INSURANCE – ADDITIONAL INSURED

Each Occurrence Limit: $ 2,000,000
Aggregate Limit: $ 2,000,000

A. With respect to the General Liability Coverage Part only, Definition 17. **Insured**, contained in the Common Conditions, Definitions and Exclusions, is amended to include any person or organization to which the **Named Insured** is obligated by virtue of a written contract to name as an additional insured, but only with respect to:

1. Operations performed by the **Named Insured** for the additional insured;
2. Premises owned by or rented to the **Named Insured**; or
3. Obligations to the additional insured required of the **Named Insured**;

under the terms of the written contract.

Such written contract must be in effect during this **Policy Period** and qualify as an **Insured Contract** as defined by this **Policy**. A person or organization qualifying as an additional insured under this endorsement is an additional insured only for **Occurrences** that first take place after the execution of the written contract and only for the period of time required by the written contract and in no event beyond the expiration of this **Policy**.

B. If the insurance provided by this endorsement applies, the limits of insurance available to the additional insured shall be the lesser of:

1. The Limit of Insurance agreed to in the written contract, or
2. The Limit of Insurance in the Schedule above.

C. The Each Occurrence Limit and Aggregate Limit of Insurance in the above Schedule are the limits of insurance available to the additional insured. However, such limits are included in, and not in addition to, the Each Occurrence and Aggregate limits stated in the Declarations and applicable to an **Occurrence** or in the Aggregate under this **Policy**.

D. Any insurance provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other

basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

E. In accordance with the terms and conditions of this **Policy** and as more fully explained in this **Policy**, as soon as practicable, each additional insured must give **Us** prompt notice of any **Occurrence** which may result in a **Claim**, forward all legal papers to **Us**, cooperate in the defense of any actions, and otherwise comply with all of the **Policy's** terms and conditions.

F. The insurance provided by this endorsement does not apply to any **Bodily Injury** or **Property Damage** for which coverage is provided under another endorsement to the General Liability Coverage Part.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

CONTRACTUAL LIABILITY – RAILROADS – GENERAL LIABILITY

Named Insured			Endorsement Number
City of Ormond Beach			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY

SCHEDULE

Scheduled Railroad: Florida East Coast Railway, L.L.C.

Designated Job Site: Property located at or near Ormond Beach, FL between Railway Mile Posts 103+2590 and 104+0172

With respect to operations performed for or affecting a Scheduled Railroad at a Designated Job Site, each as specified in the Schedule above, Definition 1., **Insured Contract**, of the General Liability Coverage Part is deleted and replaced with the following:

1. **Insured Contract** means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises rented to **You** or temporarily occupied by **You** with permission of the owner is not an **Insured Contract**.;
   b. A sidetrack agreement;
   c. Any easement or license agreement;
   d. A mutual aid assistance agreement or contract between political subdivisions;
   e. An elevator maintenance agreement;
   f. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   g. That part of any other written contract or written agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      An **Insured Contract** does not include that part of any contract or agreement:

      i. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

ii. Under which the **Insured**, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in ii. above and supervisory, inspection, architectural or engineering activities.

All other terms and conditions of this **Policy** remain unchanged.

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Authorized Representative

EXCLUSION – VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

Named Insured			Endorsement Number
City of Ormond Beach			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB ADVANTAGE℠ PUBLIC ENTITY RETAINED LIMITS POLICY
COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS

The **Policy** is amended at section C. Exclusions by adding the following exclusion:

The insurance under any Coverage Part in this **Policy** does not apply to any liability, loss, damage, injury, cost, or expense of any nature whatsoever caused by, or arising out of, related to, or resulting from, directly or indirectly, in whole or in part:

a. Any pathogen, virus, bacteria or other microorganism; or

b. Any action or inaction of the **Insured** or any action or order of a governmental representative, authority or agency undertaken to control, prevent, suppress, mitigate, test for, monitor, treat or remediate the actual, suspected, or anticipated presence, existence or transmission of any pathogen, virus, bacteria or other microorganism;

that actually or allegedly induces or is capable of inducing physical distress, illness or disease.

The addition of this exclusion does not imply that other policy provisions do not also exclude coverage for liability, loss, damage, injury, cost, or expense caused by, or arising out of, related to, or resulting from any pathogen, virus, bacteria or other microorganism.

All other terms and conditions of this **Policy** remain unchanged.

_____
Authorized Representative

EXCLUSIONS – PROTECTED INFORMATION RISK AND CYBER LIABILITY

Named Insured			Endorsement Number
City of Ormond Beach			5
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

This **Policy** is amended as follows:

1. Section C. Exclusions of the **Common Conditions, Definitions and Exclusions** is amended to add the following:

   The insurance under any Coverage Part in this **Policy** does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to:

   - **Protected Information** Risk

     a. The modification, corruption, loss, destruction, theft, collection, use, illegitimate or unauthorized access, handling, or unlawful or unauthorized processing or disclosure, of **Protected Information**;

     b. The inability to access such **Protected Information**; or

     c. The loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains such **Protected Information**,

     including but not limited to where any of the foregoing actually or allegedly occurs as a result of: (a) any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages for electricity, gas, water, or Internet access service, website, telecommunications, or other infrastructure provided by any party; or (b) any seizure, confiscation, encryption, or similar action, by any governmental authority, foreign enemy, military or usurped power.

   - Cyber

     Any cyber security or cyber liability incident, including but not limited to the following:

     a. The unauthorized access (including access by a **Malicious Cyber Act**) to any **Computer System**;

     b. The presence, enactment, introduction or spread of a **Malicious Cyber Act**;

     c. Violation of any **Privacy or Cyber Laws**;

     d. The unauthorized or malicious use of any **Computer System**;

     e. The intentional shutdown as a preventative measure of any **Computer System**;

     f. Any interruption in service due to a **Non-Malicious Cyber Act** on any **Computer System**;

     g. The malicious interference with (including, but not limited to, a distributed denial of service attack against) any **Computer System**; or

     h. The threat to damage, destroy, corrupt, alter, delete, or otherwise preclude or hinder the use of any **Computer System**.

2. For the purposes of this endorsement, the following definitions apply:

- **Biometric material or information**:

  a. means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity;
  b. includes any identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

- **Computer System** means any computer hardware, software, firmware, electronic device, electronic data storage device, mobile phones, tablets or any other similar device, electronic data backup facility, networking device, Industrial Control System, or any components thereof, or any associated input and output devices, network storage equipment, or storage area network, including but not limited to those that have the capability to be linked together through the Internet or internal network or that are connected through data storage or other devices.
- **Malicious Cyber Act** means any malicious act committed against a **Computer System**, or malicious access to or hacking of a **Computer System**, for the purpose of creating, deleting, taking, collecting, altering, deleting, encrypting, or destroying **Protected Information** or services. **Malicious Cyber Act** includes the introduction of any malware, programs, files, or instructions of a malicious nature which may disrupt, harm, impede access to, including a dedicated denial of service attack, or in any other way corrupt a **Computer System, Protected Information** or software within, including but not limited to malicious code, ransomware, cryptoware, virus, trojans, worms, and logic or time bombs.
- **Non-Malicious Cyber Act** means:

  a. Human error, including but not limited to an operating error or omission, including but not limited to the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an **Employee** or a third-party providing services;

  b. Programming error, including but not limited to error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations or an incorrect result; or

  c. Power failure, surge or diminution of an electrical system controlled by an **Insured**.

- **Privacy or Cyber Laws** means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.
- **Protected Information** means the following, in any format:

  a) a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, **biometric material or information**, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws**; or

  b) any other third party confidential or proprietary information:

     1. that is not available to or known by the general public; or

     2. which an **Insured** is legally responsible to maintain in confidence.

All other terms and conditions this **Policy** remain unchanged.

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
City of Ormond Beach			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

SERVICE OF SUIT ENDORSEMENT - FLORIDA

Named Insured			Endorsement Number
City of Ormond Beach			7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Chief Financial Officer of the State of Florida
Department of Financial Services
200 E. Gaines Street
Tallahassee, FL 32399

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

Florida law requires that the Chief Financial Officer of the State of Florida be designated as the company's agent for service of process. In Florida the company designates the Chief Financial Officer as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Chief Financial Officer to mail process received on the company's behalf to the company person named below.

Natalie D'Amora, Esq., Managing Counsel
Chubb
436 Walnut Street
Philadelphia, PA 19106-3703

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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Authorized Representative

SIGNATURES

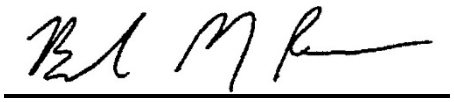
Named Insured			Endorsement Number
City of Ormond Beach			8
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

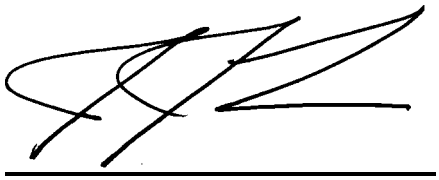
By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

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Authorized Representative

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured			Endorsement Number
City of Ormond Beach			9
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
PEP	G27982359 008	October 01, 2023 to October 01, 2024	October 01, 2023
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

With respect to any **Claim** arising out of a **Certified Act of Terrorism,** the **Policy** is amended to add the following:

A. The following definitions are added and apply under this endorsement wherever the term certified acts of terrorism or the phrase any injury or damage appear in bold print:

1. For the purposes of this endorsement, **Injury** or **Damage** means any injury or damage covered under any Coverage Part or **Policy** to which this endorsement is applicable and includes but is not limited to **Bodily Injury, Property Damage, Personal Injury** and **Advertising Injury, Injury, Damages** or **Claims Expenses** as may be defined in any applicable Coverage Part or **Policy**.

2. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
   c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Injury** or **Damage** that is otherwise excluded under this Policy.

B. In the event of any incident of terrorism, coverage does not apply to **Injury** or **Damage** that is otherwise excluded under any Coverage Part or **Policy** to which this endorsement is applicable.

C. If aggregate insured losses attributable to terrorist acts under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and **We** have met our insurer deductible under the Terrorism Risk Insurance Act, **We** shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

City of Ormond Beach

Policyholder

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is $8,510, and does not include any charges for the portion of losses covered by the United States government under the Act.

☒ **Illinois Union Insurance Company**

☐ **Westchester Surplus Lines Insurance Company**

☐ _____

Insured:
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Attached To Policy No.: PEP G27982359 008

Effective Date: October 01, 2023

FLORIDA SURPLUS LINES NOTIFICATION

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS NOTICE IS ATTACHED OTHER THAN AS STATED ABOVE.

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

ALL-5X45 (11/96) Ptd. in U.S.A.

Producer Compensation
Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number: 1-866-512-2862.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:



Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

DECLARATIONS

POLICY NUMBER:	ESM0639793756
UNIQUE MARKET REFERENCES:	B087523C9N5047
THE INSURED:	City of Ormond Beach
ADDRESS:	22 South Beach Street Ormond Beach, FL 32174 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 01 Oct 2023
THE EXPIRY DATE:	00:01 Local Standard Time on 01 Oct 2024
TOTAL PAYABLE:	USD26,800.00
Broken down as follows:	
Premium:	USD26,300.00
Policy Administration Fee:	USD500.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
CHOICE OF LAW:	Florida
SERVICE OF SUIT:	Mendes & Mount LLP 750 7th Avenue New York, NY 10019
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfc.com
WORDING:	Cyber, Private Enterprise (US) v3.1
ENDORSEMENTS:	Complaints Notice (USA)

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Contingent Bodily Injury Amendatory Clause
Policyholder Disclosure Notice Of Terrorism Insurance Coverage
Risk Management Condition Clause
ECC Insurance Brokers Special Amendatory Clause

Unique Market Reference No. B087523C9N5047
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DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**
Deductible:	USD0	each and every claim

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INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION D: EXTORTION

NO COVER GIVEN

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD250,000	each and every claim
Deductible:	USD25,000	each and every claim

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INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of **system failure**
Deductible:	USD25,000	each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD100,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of **system failure**
Deductible:	USD25,000	each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD25,000	each and every claim

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THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

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INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	in the aggregate
Deductible:	USD0	each and every claim

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OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

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DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy

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CONTINGENT BODILY INJURY AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: ESM0639793756
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: 01 Oct 2023

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTIONS** are added to **INSURING CLAUSE 4** in the Declarations page:

   SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, includin **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and exper**

   SECTION G: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of liability:	USD50,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expens**

2. The following **SECTIONS** are added to **INSURING CLAUSE 4** of this Policy:

   SECTION F: CONTINGENT BODILY INJURY

   We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of any **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

   We will also pay **costs and expenses** on **your** behalf.

   However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

   SECTION G: CORRECTIVE ACTION PLAN COSTS

   We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** for the following services to complete a corrective action plan agreed between **you** and the Office for Civil Rights:

   a. develop a Health Insurance Portability and Accountability

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Act (HIPAA) of 1996 compliant information security document set;

b. complete a HIPAA compliance audit;

c. complete an information security risk assessment; or

d. implement a security awareness training program.

3. The following **DEFINITIONS** are added:

"Bodily injury" means
death, bodily injury, mental injury, illness or disease.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

Bodily injury and property damage

arising directly or indirectly out of:

a. **bodily injury**; or

b. tangible property damage.

However, part a. of this Exclusion will not apply to:

a. **INSURING CLAUSE 4** (**SECTION F** only); and

b. **INSURING CLAUSES 4** (**SECTIONS A**, **B** and **C** only) and **5** for any **claim** as a result of mental injury or emotional distress.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: ESM0639793756
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: 01 Oct 2023

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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RISK MANAGEMENT CONDITION CLAUSE

ATTACHING TO POLICY NUMBER: ESM0639793756
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: 01 Oct 2023

It is understood and agreed that **you** must have:

Multi Factor Authentication to be implemented on all remote access to email accounts

during the **period of the policy**.

It is further understood and agreed that if **you** do not have any of the above in place during the **period of the policy** then:

a. the total value of any claim arising out of **ransomware** will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**;

b. the **deductible** in respect of all **SECTIONS** for which **you** have purchased coverage will be increased to an amount equal to 200% of the **deductible**; and

c. the terms stated in a. and b. above will remain in place until the risk management actions have been taken.

For the purposes of this **RISK MANAGEMENT CONDITION CLAUSE**, the following **DEFINITION** is added:

"Ransomware" means

any form of malicious software or encryption program that prevents access to **your computer systems** or data or any **third party** systems hosting **your** applications or data, unless **you** pay a ransom demand in exchange for access to be restored.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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ECC INSURANCE BROKERS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: ESM0639793756
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: 01 Oct 2023

It is understood and agreed that the following amendments are made to the Declarations page:

1. The following **SECTION** is added to **INSURING CLAUSE 2**:

   SECTION: INVOICE MANIPULATION FRAUD

Limit of liability:	USD250,000	each and every clain
Deductible	USD 25,000	each and every clain

2. The following **SECTION** is added to **INSURING CLAUSE 4**:

   SECTION: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, including **costs and expenses**
Deductible	USD25,000	each and every clain including **costs and expenses**

It is further understood and agreed that the following amendments are made to the Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 2**:

   SECTION: INVOICE MANIPULATION FRAUD

   We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of theft committed by a **third party** of a **client's** money or other financial assets that the **client** intended to send to **you** but which **you** did not receive, as a result of fraudulent electronic communications designed to impersonate **you**, including the creation of fraudulent invoices or change of banking details.

   However, cover under this Section is only provided in the event the fraudulent electronic communications are as a direct result of the **third party** compromising the **company's** network security.

2. The following **SECTION** is added to **INSURING CLAUSE 4**:

   SECTION: CONTINGENT BODILY INJURY

   We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of any **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

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We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

3. The following **DEFINITION** is added:

   "Bodily injury" means

   death, bodily injury, mental injury, illness or disease.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

   Bodily injury and property damage

   arising directly or indirectly out of:

   a. **bodily injury**; or

   b. tangible property damage.

   However, part a. of this Exclusion will not apply to:

   a. **INSURING CLAUSE 4** (**CONTINGENT BODILY INJURY SECTION** only); and

   b. **INSURING CLAUSES 4** (**SECTIONS A**, **B** and **C** only) and **5** for any **claim** as a result of mental injury or emotional distress.

5. The following **EXCLUSION** is added:

   Customer reimbursement costs

   in respect of **INSURING CLAUSE 2**, for any costs incurred to reimburse **your** customers for their financial loss arising out of any fraudulent communications.

   However, this Exclusion will not apply to part b. of **INSURING CLAUSE 2** (**SECTION G** only).

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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Cyber

Private enterprise

Policy document

United States

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. gain access to **our** 24/7 **cyber incident response line**;
b. engage with **our cyber incident manager** who will coordinate the initial response;
c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. obtain legal advice to determine the correct course of action;

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b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;
c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
d. respond to any **regulatory investigation**; and
e. defend any regulatory action.

SECTION C: IT SECURITY AND FORENSIC COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
b. obtain initial advice to remediate the impact of the **cyber event**;
c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
d. contain and remove any malware discovered on **your computer systems**; and
e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

SECTION D: CRISIS COMMUNICATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
b. coordinate media relations in response to the **cyber event**;
c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered during the **period of the policy** to:

a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and

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d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1** (**SECTIONS A**, **B**, **C**, **D**, **E** and **F** only) for the following services in order to mitigate the potential of a future **cyber event**:

a. complete an information security risk assessment;
b. conduct an information security gap analysis;
c. develop an information security document set; and
d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

a. any unauthorized electronic transfer of funds from **your** bank;
b. theft of money or other financial assets from **your** bank by electronic means;
c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your** funds to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse

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any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;
b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
c. reveal **your** confidential information or confidential information entrusted to **you**; or
d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorized calls or unauthorized use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products first discovered by **you** during the **period of the policy**, for:

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a. the cost of creating and issuing a specific press release or establishing a specific website to advise **your** customers and prospective customers of the fraudulent communications; and
b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
c. **your income loss** sustained following **your** discovery of the fraudulent communications as a direct result of the fraudulent communications; and
d. external costs associated with the removal of websites designed to impersonate **you**.

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3** (**SECTION B** only):

a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;

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b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;
c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your income loss** sustained during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your** reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under INSURING CLAUSE 3 (SECTIONS A, B, C, D and E only). **We** will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

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INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

a. the transmission of malware to a **third party's** computer system;
b. **your computer systems** being used to carry out a denial of service attack;
c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
d. identity theft, experienced by **your employees**, **senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
e. a breach of any part of **your** privacy policy; or
f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

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However, **we** will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;

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c. breach of any intellectual property rights license acquired by **you**; or
d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** and one **incident response limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** and one **incident response limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

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In respect of **INSURING CLAUSES 4, 5, 6** and **7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6** and **7**, **we** may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 3** (**SECTIONS B** and **D** only), a single **waiting period**, **deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Approved claims panel providers"** means

   the approved claims panel providers stated in the Declarations page.

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2. **"Botnetting"** means

   the unauthorized use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.

3. **"Business operations"** means

   the business operations stated in the Declarations page.

4. **"Claim"** means

   a. a written demand for compensation;
   b. a written request for a retraction or a correction;
   c. a threat or initiation of a lawsuit; or
   d. a disciplinary action or **regulatory investigation**.

   made against **you**.

5. **"Client"** means

   any **third party** with whom **you** have a contract in place for the supply of **your** business services in return for a fee, or where a fee would normally be expected to be paid.

6. **"Company"** means

   the company named as the Insured in the Declarations page or any **subsidiary**.

7. **"Computer systems"** means

   all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

   the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

   a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
   b. any post judgment interest; and
   c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

   Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

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10. **"Cryptojacking"** means

    the unauthorized use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.

11. **"Cyber event"** means

    any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

    "**Cyber event**" does not mean **system failure**.

12. **"Cyber incident manager"** means

    the company or individual named as the cyber incident manager in the Declarations page.

13. **"Cyber incident response line"** means

    the telephone number stated as the cyber incident response line in the Declarations page.

14. **"Cyber war"** means

    any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

15. **"Deductible"** means

    the amount stated as the deductible in the Declarations page.

16. **"Employee"** means

    any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

    "**Employee**" does not mean any **senior executive officer**.

17. **"Expiry date"** means

    the expiry date stated in the Declarations page.

18. **"Extra expense"** means

    your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **income loss** sustained had these measures not been taken.

19. **"Impacted state"** means

    any **state** that suffers a major detrimental impact on its:

    a. ability to function; or
    b. defense and security capabilities;

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as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

20. **"Inception date"** means

    the inception date stated in the Declarations page.

21. **"Incident response limit"** means

    the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Declarations page.

22. **"Income loss"** means

    your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

    a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
    b. any cost savings achieved as a direct result of the reduction in income.

23. **"Indemnity period"** means

    the period starting from the first occurrence of:

    a. the **computer systems** downtime; or
    b. the downtime of computer systems used directly by a **supply chain partner**;

    and lasting for the period stated as the indemnity period in the Declarations page.

24. **"Loss"** means

    any direct financial loss sustained by the **company**.

25. **"Media content"** means

    any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

    "**Media content**" does not include any:

    a. tangible product design;
    b. industrial design;
    c. architectural or building services;
    d. any advertisement created by **you** for a **third party**;
    e. business, company, product or trading name;
    f. product packaging or labeling; or
    g. software products.

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26. **"Payment card breach"** means

    an actual or suspected unauthorized disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

    "**Payment card breach**" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

27. **"Period of the policy"** means

    the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**

28. **"Policy limit"** means

    the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Declarations page.

29. **"Premium"** means

    the amount stated as the premium in the Declarations page and any subsequent adjustments.

30. **"Privacy breach"** means

    an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

    "**Privacy breach**" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

31. **"Regulatory investigation"** means

    a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.

32. **"Reputational harm period"** means

    the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Declarations page.

33. **"Senior executive officer"** means

    board members, C-level executives, in-house lawyers and risk managers of the **company**.

34. **"State"** means

    sovereign state.

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35. **"Subsidiary"** means

    any entity in which the **company** has majority ownership of on or before the **inception date**.

36. **"Supply chain partner"** means

    any:

    a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
    b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.

37. **"System failure"** means

    any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

    However, in respect of **INSURING CLAUSE 3** (**SECTION D** only), **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

    "**System failure**" does not mean a **cyber event**.

38. **"Technology services"** means

    the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.

39. **"Third party"** means

    any person who is not an **employee** or any legal entity that is not the **company**.

40. **"Waiting period"** means

    the number of hours stated as the waiting period in the Declarations page.

41. **"War"** means

    any physical:

    a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
    b. action taken in controlling, preventing, suppressing or in any way relating to a. above.

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42. **"We/our/us"** means

    the underwriters stated in the Declarations page.

43. **"You/your"** means

    the **company**, **employees** and **senior executive officers** solely acting in the normal course of the **company's business operations**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. **Business interruption liability**

   for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defense of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. **Antitrust**

   in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. **Associated companies**

   a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;

   b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;

   c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or

   d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. **Betterment**

   which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

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However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** **we** will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1** (**SECTION G** only) and **3** (**SECTION G** only).

5. **Bodily injury and property damage**

   arising directly or indirectly out of bodily injury, or tangible property damage.

   However, this Exclusion will not apply to **INSURING CLAUSES 4** (**SECTIONS A**, **B** and **C** only) and **5** for any **claim** as a direct result of mental injury or emotional distress.

6. **Chargebacks**

   for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4** (**SECTION E** only) for which **you** have purchased coverage.

7. **Core internet infrastructure failure**

   arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. **Domain name suspension or revocation**

   arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. **Insolvency**

   arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. **Known claims and circumstances**

    arising out of any actual or suspected **cyber event**, **claim** or circumstance which might give rise to a claim under this Policy which a **senior executive officer** was aware of, or ought

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reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. **Liquidated damages, service credits and penalty clauses**

    for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. **Loss of economic value**

    for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. **Management liability**

    for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION C** only).

14. **Misleading advertising**

    arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. **Nuclear**

    arising directly or indirectly from or contributed to by:

    a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. **Patent infringement**

    arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. **Payment card industry related fines, penalties and assessments**

    for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION E** only).

18. **Power and utility failure**

    arising directly or indirectly from any:

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a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. **Product IP infringement**

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. **Professional liability**

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. **Property and hardware costs**

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3** (**SECTION G** only).

22. **Regular hours staff costs**

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. **Sanctions**

or will be deemed to provide any cover, to the extent that the provision of such payment or cover will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

24. **Terrorism**

arising directly or indirectly out of:

a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner**'s computer systems.

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25. **Theft of funds held in escrow**

    for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

    However, this Exclusion will not apply to **INSURING CLAUSE 2** (**SECTION B** only).

26. **Uninsurable fines**

    for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

27. **Unlawful surveillance**

    in respect of any actual or alleged eavesdropping, wiretapping, or unauthorized audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

28. **Unsolicited communications**

    arising directly or indirectly from any actual or alleged violation of:

    a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
    b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
    c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION A** only).

29. **War and cyber war**

    arising directly or indirectly out of:

    a. **war**; or
    b. **cyber war**.

    However, part b. above will not apply to:

    a. **INSURING CLAUSE 1** (**SECTION A** only); and
    b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

30. **Willful or dishonest acts of senior executive officers**

    arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

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CONDITIONS

1. What you must do if an incident takes place

   If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

   a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
   b. in respect of **INSURING CLAUSE 2** (**SECTIONS A**, **B** and **C** only), report the incident to the appropriate law enforcement authorities; and
   c. in respect of **INSURING CLAUSES 4**, **5** and **6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

   Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

   If **you** discover a **cyber event you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

   In respect of **INSURING CLAUSES 5** and **6**, should a **senior executive officer** become aware of:

   a. a situation during the **period of the policy** that could give rise to a **claim**; or
   b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

   then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report this circumstance **we** will not be liable for that portion of any **claim** that is greater than it would have been had **you** reported this circumstance.

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If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

a. the time, place and nature of the circumstance;
b. the manner in which **you** first became aware of this circumstance;
c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
d. the identity of the potential claimant; and
e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

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We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

   This Policy may be canceled with 30 days written notice by either **you** or **us**.

   If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

   If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

   We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

   The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

   If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

   a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit** plus the **incident response limit**, whichever is the lower;
   b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and

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c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Declarations page.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Declarations page is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under **CONDITION 18**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 18** is intended only as an aid to enforce this determination.

8. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
b. any **cyber event**, **loss** or **system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

9. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This

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optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
b. any **cyber event**, **loss** or **system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event**, **loss** or **system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium**, **deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

10. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

11. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

12. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is

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automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

a. **you** give **us** full details of the entity within 45 days of its acquisition; and
b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

a. whose business activities are materially different from **your** business activities;
b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

13. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

14. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

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15. **Process for adjustment of business interruption losses**

    In order to determine the amount of **loss** following an interruption to **your business operations** covered under **INSURING CLAUSE 3** (**SECTIONS B**, **C**, **D** and **E** only), the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3** (**SECTION F** only).

    If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

    Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

16. **Process for paying privacy breach notification costs**

    Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

    We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1** (**SECTION E** only) that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

17. **Supply chain interruption events**

    In respect of **INSURING CLAUSE 3** (**SECTION D** only), it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

18. **Choice of law and service of suit**

    In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

    Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

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It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us**, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.

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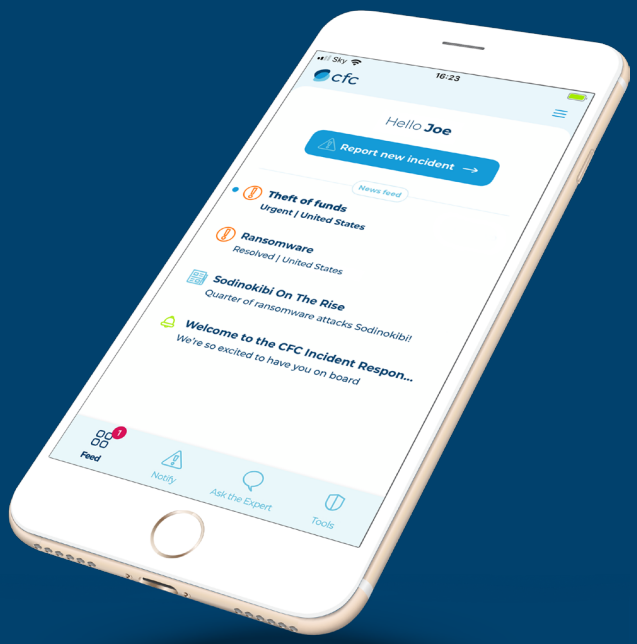
Response

An integral part of our cyber policy, our award-winning mobile app *Response*, delivers critical cyber security alerts and expert support



Here's what this valuable tool has to offer:

1. **Critical threat alerts**
Delivered in real-time, CFC alerts customers to cyber threats targeting their business, helping to prevent attacks before they happen.

2. **Expert technical support**
The app offers a direct, secure way of communicating with CFC's expert cyber security team to remediate vulnerabilities or seek technical support.

3. **Access to cyber security tools**
Designed to keep customers secure, including dark web monitoring, phishing simulations, and deep scanning. These tools are available for free with just a click of a button.

4. **Report an incident**
If an incident has occurred, the app is the quickest way to notify CFC and receive immediate support from our expert response team, who will help triage the issue and mitigate the impact.

+ **... and secure access to cyber policy documents**

Cyber customers can find their policy decryption key within the app. This is the only way to unlock and view policy documents.

To see this all in action, use our demo code DEMOCFC000 to sign up.

Download on the App Store

GET IT ON Google Play

Are you experiencing a cyber incident?

Our in-house team is ready to help you, 24 hours a day, 365 days a year

Phone

USA (local):
1-844-677-4155

Australia (local):
1800 803 202

UK (local):
0800 975 3034

Rest of World:
+44 (0) 208 798 3134

Canada (local):
1-800-607-1355

OR

CFC app

- **Download**
  Get our free incident response app at time of policy purchase
- **Register**
  Sign up by entering your policy number when prompted
- **Report**
  It takes just a few short clicks through the app

OR

Online

Notify a claim at
www.cfc.com/claims

OR

Email

Send your details to
cyberclaims@cfc.com

How it works

1

Get in touch

Reach out to us right away and provide us with you company name, phone number, policy number, and brief description of the incident.

2

Immediate response

You'll immediately be assigned an experienced cyber claims specialist to guide you through the incident.

3

Proactive management

We'll support you through the entire lifecycle of your claim, getting you back up and running as quickly as possible.

CFC Underwriting Limited is Authorised and Regulated by the Financial Conduct Authority FRN: 312848. Registered in England and Wales RN: 3302887
Registered Office: 85 Gracechurch Street, London EC3V 0AA VAT Number: 135541330

cfc RESPONSE

★★★★★
Cyber Risk Event Response Team of the Year
Advisen Cyber Risk Awards

Award-winning **cyber security** and **incident response**

For every cyber policy bound, our global team of cyber security engineers, incident responders and forensic specialists work to successfully prevent and remediate cyber events.

100+	24/7	<15 mins	2,500+
Attacks prevented monthly	Follow-the-sun support	Response time	Events handled each year

With more than two decades protecting our customers against cyber threats, CFC Response is the **largest in-house cyber security and incident response team in the market**. This scale allows us to provide world-class protection for every cyber policy holder.

Proactive protection

From the moment the policy is bound, our cyber threat analysts work around the clock to protect your business against cyber-attack.

Using insights from **threat intelligence feeds, the dark web, network scanning** and our own **real-life claims data,** we identify potential threats and alert vulnerable customers before the worst happens. See our website for more information on our risk services and partners.

Immediate response

If an incident does occur, our incident responders are **available 24/7,** with an average response time of <15 minutes, to triage incidents, contain threats, and repair networks.

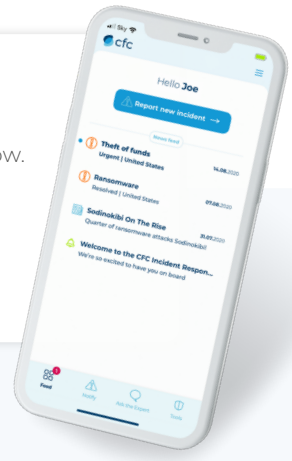
This can make the difference between suffering a catastrophic loss or getting back online quickly. CFC Response works hand-in-hand with our cyber claims team to minimize business downtime and financial loss.

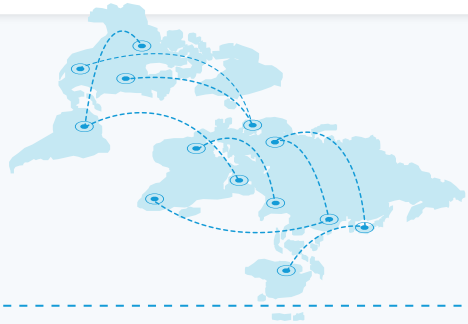
Real-time support

These services are bolstered by our first-to-market mobile app, Response. Offering real-time threat alerts, free 24/7 access to cyber security experts and a variety of cutting-edge risk management tools. It allows our cyber experts to work with the insured and keep businesses safe.

Learn more here or download below.

Download on the App Store | GET IT ON Google Play





Our global reach

Our expert cyber security team spans three continents, offering follow-the-sun support.

About CFC Response

CFC Response is an award-winning cyber security and incident response team with more than two decades protecting our customers against cyber threats. Operated by CFC, we are largest in-house cyber security and incident response team in the cyber insurance market. Learn more at cfc.com/cyber/response.

Insured's Name CITY OF ORMOND BEACH

Policy # MKLV2PSM001458

UMR # _____

(Lloyd's Policies Only)

Policy Dates From	10/01/2023	To	10/01/2024

Surplus Lines Agents Name Jessica Alcantara

Surplus Lines Agents Address 970 Lake Carillon Drive, Suite 106 St Petersburg FL 33716

Surplus Lines Agents License # P074462

Producing Agent's Name Arhur Wesley. Wright

Producing Agent's Physical Address 300 N Beach St , Daytona Beach, FL 32114

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium	$25,314.00	Policy Fee	$150.00
Inspection Fee	$0.00	Provider Fee	$0.00
Tax	$0.00	Service Fee	$0.00
FHCF Assessment	$0.00	Citizen's Assessment	$0.00
EMPA Surcharge	$0.00		

Surplus Lines Agent's Countersignature Jessica Alcantara

☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**



EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

President

MARKEL

EVANSTON INSURANCE COMPANY

FLORIDA POLICYHOLDER NOTICE

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

MARKEL

EVANSTON INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you complete an application or other form for insurance perform transactions with Us, Our Affiliates, or others file an insurance claim or provide account information use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only sharing for Affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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MARKEL

EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER	FORM NAME
MJIL 1000 08 10	Signature Page
MPIL 1006-FL 01 10	Florida Policy Holder Notice
MPIL 1007 01 20	Privacy Notice
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 10	Forms Schedule
MDSM 5013 02 20	Dec Spec Med Professions Insurance Policy
MESM 5010 02 20	Spec Medical Professions Profes Liab Ins Cov Part
MESM 5100 02 20	Common Policy Conditions
MEIL 1200 02 20	Service Of Suit
MEIL 5200-25% 07 04	Minimum Earned Premium Endorsement
MEIL 5229 09 10	Longer Duration Extended Report Period Availability
MESM 2074-FL 11 12	Consent to Settlement - Florida
MESM 2083 01 11	HIPAA - Civil Monetary Penalty Endorsement
MESM 2098 04 14	Good Samaritan Endorsement
MESM 2117 11 16	Subpoena and Deposition Assistance Supp Coverage
MESM 2118 11 16	Trial Assistance Supplementary Coverage
MESM 2144 02 20	Sexual Acts Liability Scheduled Deductible And Retroactive Date
MESM 2147 05 20	Changes - Multiple Insureds, Claims And Claimants
MIL 1214 09 17	Trade or Economic Sanctions

MARKEL

EVANSTON INSURANCE COMPANY

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS INSURANCE POLICY

Claims Made: Under certain Coverage Parts of this policy, the coverage afforded is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein. Refer to each Coverage Part's opening page to determine if that Coverage Part is Claims Made.

Notice: All Coverage Part of this policy contain provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless otherwise endorsed. Please read the policy carefully.

POLICY NUMBER: MKLV2PSM001458 RENEWAL OF POLICY: MKLV2PSM000706

1. NAMED INSURED: City of Ormond Beach

2. BUSINESS ADDRESS: 22 South Beach Street
Ormond Beach, FL 32174

3. POLICY PERIOD: From 10/01/2023 to 10/01/2024
12:01 A.M. Standard Time at address of Insured stated above

4. PROFESSIONAL SERVICES AND SPECIFIED PRODUCTS, GOODS, OPERATIONS OR PREMISES:

A. Professional Services: Solely providing non-transport EMT and Paramedic first response services performed on behalf of the City of Ormond Beach including special city events

B. Specified Products, Goods, Operations or Premises: Not Purchased

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Producer Number, Name and Address
210284
Peachtree Special Risk Brokers, LLC
3525 Piedmont Road Northeast, Suite 700, Building 5
Atlanta, GA 30305

5. COVERAGE SCHEDULE:

This policy includes only those Coverage Parts designated below by "X" as purchased. If a Coverage Part is not expressly designated as purchased, this policy does not include such Coverage Part.

Coverage Part	Coverage Part Purchased	Coverage Part Limits of Liability	Coverage Part Deductible	Coverage Part Retroactive Date
A. Specified Medical Professions Professional Liability Insurance Coverage Part – Claims Made Coverage	Yes _X_ No _____	$1,000,000 Each Claim $3,000,000 Aggregate	$5,000 Each Claim	05/01/1998
B. Specified Medical Professions General Liability Insurance Coverage Part – Claims Made Coverage	Yes ____ No _X_	Not Purchased Coverage A. Each Occurrence Not Purchased Damage to Premises - Any One Premises Not Purchased Coverage B. Each Person or Organization Not Purchased Coverage C. Each Injured Person Not Purchased Aggregate - All Coverages	Not Purchased Coverage A. Each Occurrence Not Purchased Coverage B. Each Person or Organization	Not Purchased
C. Specified Medical Professions General Liability Insurance Coverage Part – Occurrence Coverage	Yes ____ No _X_	Not Purchased Coverage A. Each Occurrence Not Purchased Damage to Premises - Any One Premises Not Purchased Coverage B. Each Person or Organization Not Purchased Coverage C. Each Injured Person Not Purchased Aggregate - All Coverages	Not Purchased Coverage A. Each Occurrence Not Purchased Coverage B. Each Person or Organization	

6. PREMIUM FOR POLICY PERIOD:

Minimum	$25,314
Deposit	$25,314

7. RATE: Flat

PREMIUM BASE: Flat

8. PREMIUM FOR EXTENDED REPORTING PERIOD: 150% for 12 months; 175% for 24 months; 200% for 36 months

9. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

10. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:
See MDIL 1001 08 10 attached.

11. NOTICES:

Notices required to be provided to the Company under this policy shall be by email, fax or mail addressed to:

CLAIM OR DISCOVERY CLAUSE NOTICES:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL
Email: newclaims@markel.com

ALL OTHER NOTICES:

Markel Southeast Region, a division of Markel Service, Incorporated
333 North Point Center East, Suite 300
Alpharetta, GA 30022
Telephone: (678) 935-5700
Fax: (866) 730-3088

These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.

MARKEL

Markel's Designed Protection®
Risk Management Resources Allied Health Care
(Specified Medical) Professionals,

Welcome to Markel's Designed Protection® leading edge Risk Management Resources.

The following risk management resources are available exclusively to our policyholders at our website www.markelcorp.com/riskmanagement at *no additional cost*.

HOW TO QUICKLY ACCESS RISK MANAGEMENT RESOURCES:

Step 1. Go onto our website, www.markelcorp.com/riskmanagement.

Step 2. Select the Designed Protection services that apply to your policy, to get to the Login screen.

Step 3. Review the disclaimer, enter your current policy number and click on the button below to access. Your policy number is MKLV2PSM001458.

If you need technical assistance during the log in process, call (866) 932-2433, x113719.

Available Risk Management Resource:

- **Designed Protection® Risk Management Telephone Hotlines for:**

  This confidential telephone hotline is staffed by health care professional defense attorneys that are available to answer general risk management questions.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

THE INSURED 2
INSURING AGREEMENT 2
DEFINITIONS 3
THE EXCLUSIONS 4
TERRITORY 6
LIMITS OF LIABILITY 6
DEFENSE AND CLAIM EXPENSES 7
CLAIMS 7
EXTENDED REPORTING PERIOD 8

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to all the terms, conditions and limitations of this policy, the Company and the Insured agree as follows:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

A. The Named Insured which is herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations;

B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

C. If the Named Insured is a limited liability company, any past or current manager thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as manager of such limited liability company and any past or current member thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as a member of such limited liability company;

D. Any medical director solely while acting on behalf of the Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

E. Any student enrolled in a training program in connection with the Named Insured’s Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured’s direction;

F. The heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of death, incapacity or bankruptcy of such Insured, but only for each such Insured’s liability as is otherwise covered herein.

INSURING AGREEMENT

A. **Professional Liability and Claims Made Clause:** The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Professional Personal Injury:

1. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by an Insured; or

2. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by a natural person, who is not and shall not be an Insured hereunder, and through whose acts the Insured controls the provider-patient relationship as of the time of such act, error or omission;

provided:

a. The act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in the Declarations and before the end of the Policy Period; and

b. Prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured’s position to conclude that a Claim was likely.

DEFINITIONS

A. **Administrative Duties** means establishing medical protocol, serving on a standards review, peer review, or credentialing committee or similar professional board or committee of the Named Insured; provided, however, Administrative Duties shall not include:

1. Rendering or failure to render Professional Services by a medical director which results in Professional Personal Injury; or

2. Rendering or failure to render specific medical direction for a natural person receiving Professional Services via telecommunications to other healthcare professionals.

B. **Claim** means the Insured's receipt of:

1. A written demand for Damages or Professional Services; or

2. The service of suit or institution of arbitration proceedings against the Insured seeking Damages.

C. **Claim Expenses** means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any Claim for which coverage is afforded under this Coverage Part, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include:

1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or

2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

D. **Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include:

1. Punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured or other penalties imposed by law;

3. Sanctions;

4. Matters which are uninsurable under the law pursuant to which this Coverage Part shall be construed;

5. The return, withdrawal, reduction or restitution or payment of fees, profits or charges for services or consideration and/or any expenses paid to the Insured; or

6. The cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.

E. **Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.

F. **Leased Worker** means any natural person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.

G. **Policy Period** means the period form the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.

H. **Professional Personal Injury** means:

1. Any bodily injury, mental injury, sickness, disease, emotional distress or mental anguish, including death resulting therefrom of any natural person receiving Professional Services arising out of an act, error or omission in Professional Services rendered or that should have been rendered;

2. False arrest, detention or imprisonment, or malicious prosecution of any natural person receiving Professional Services, except when inflicted by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed; or

3. The publication or utterance of a libel or slander concerning a natural person receiving Professional Services or a publication or an utterance in violation of such person's right to professional confidence, except when published or uttered by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed.

I. **Professional Services** means those services stated in Item 4. of the Declarations.

J. **Temporary Worker** means any natural person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.

K. **Volunteer Worker** means any natural person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

THE EXCLUSIONS

This Coverage Part does not apply to:

A. Any act, error or omission in Professional Services rendered or that should have been rendered or Professional Personal Injury committed in violation of any law or ordinance;

B. Any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious, knowingly wrongful, deliberate, or intentional acts, errors or omissions committed by or at the direction of the Insured;

C. Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by the United States Department of Health & Human Services (HHS) or by an utilization or quality review organization under contract with HHS; provided, however, this exclusion shall not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act;

D. Any Claim based upon or arising out of the invasion, infringement or interference of the right of privacy arising from the use, visitation of, posting or browsing of any blog, bulletin board services, chat room, web site or other internet form or URL;

E. Any Claim based upon or arising out of the gathering, use or dissemination of personal information in any form including but not limited to any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

F. Any Claim based upon or arising out of any unlawful discrimination by any Insured;

G. Any Claim based upon or arising out of any act, error or omission committed or alleged to have been committed by the Insured that in any manner relates to or arises out of the actual, alleged or threatened discharge, dispersal, release, escape or existence of pollutants, hazardous substances, toxic substances or substances which in any manner impair or allegedly impair the environment or which result in bodily injury or property damage;

H. Any liability arising out of the Insured's activities in his/her capacity as proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory or business enterprise, or any governmental body, sub-division or agency not named as an Insured under this policy unless such activities are disclosed in the application and covered by endorsement to this policy;

I. Any Claim based upon or arising out of any liability of others assumed by the Insured under any contract or agreement; unless such liability would have attached to the Insured even in the absence of the contract or agreement;

J. Any Claim arising out of general liability, or goods or products manufactured, sold, handled or distributed by the Insured or by others trading under an Insured's name;

K. Any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft;

L. Any Claim based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature; provided, however, the Company agrees to defend the Named Insured for such a Claim for the strictly vicarious liability of the Named Insured, unless a manager, supervisor, officer, director, trustee or partner of the Named Insured:

1. Knew or should have known about the sexual act allegedly committed by the Insured but failed to prevent or stop it; or

2. Knew or should have known that the Insured who allegedly committed the sexual act had a prior history of such sexual misconduct act;

The Company shall not pay Damages on behalf of the Named Insured for such a Claim.

M. Injury arising out of the performance of a criminal act or caused by an Insured while under the influence of intoxicants or narcotics;

N. Any Claim based upon, arising out of, or in any way involving:

1. The employment relationship or the nature, terms or conditions of employment or any workplace tort brought by or on behalf of any Employee, former Employee, prospective employee, independent contractor or consultant of the Insured or to Professional Personal Injury to, or sickness, disease or death of any Employee of the Insured arising out of, and in the course of his/her employment by the Insured;

2. Any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; or

3. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974, or any other similar federal, state or common law or any amendments thereto;

O. Any Claim based upon or arising out of:

1. The dispensing of or the use of any drug or device whose approval for use was withdrawn by the U.S. Food and Drug Administration (FDA) at the time such drug or device was used or dispensed;

2. Use, administration or prescription of any drug, pharmaceutical, medical device or procedure which has not received final approval by the FDA for treatment of humans or which is not used, administered or prescribed as part of an FDA approved study;

P. Any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of an advertisement;

Q. Any Claim based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.;

R. Any Claim based upon or arising out of the disarming or disabling of any alarms or monitoring devices of medical equipment;

S. Any Claim based upon or arising out of:

1. The failure to maintain medical records in their original condition;

2. Creating, altering, amending or modifying medical records;

3. Improperly disposing of medical records;

4. The failure to maintain the privacy and security of medical records or private personal information;

T. Any Claim made against the Insured:

1. By any person or organization or its subrogee, assignee, contractor, subcontractor, or parent company, subsidiary, division or affiliated company which was or is operated, managed, owned or otherwise controlled, whether directly or indirectly, or in whole or in part, by an Insured or parent company or any subsidiary, division or affiliated organization; or

2. By or on behalf of any Insured under this policy; provided, however, this exclusion shall not apply to any Claim made against any Insured arising out of the rendering of or failure to render Professional Services by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, if such Insured is a natural person receiving Professional Services;

U. Any Claim based upon or arising out of:

1. Any allegations of price fixing, unfair competition or trade practices;

2. A dispute over fees, income or revenue;

3. The inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or

4. Violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession;

V. Any Claim based upon or arising out of any violation of:

1. The Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;

2. The CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

3. The Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation, including the Fair and Accurate Credit Transactions Act of 2003 (FACTA); or

4. Any other statute, law, rule, ordinance or regulation that addresses, prohibits or limits the dissemination, sending, transmitting, communication, printing, disposal, collection, recording or distribution of information or other material;

W. Any Claim based upon or arising out:

1. Any disciplinary proceeding against the Insured conducted by any regulatory body, disciplinary board or governmental agency; or

2. Any federal or state inquiry or review involving an Insured's professional licensure; or

X. Any Claim brought under any other Coverage Part of this policy.

TERRITORY

The insurance afforded applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

A. **Limit of Liability-Each Claim:** For Professional Liability, the total liability of the Company for the combined total of Damages and Claim Expenses for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.

B. **Limit of Liability-Coverage Part Aggregate:** Subject to the above Section LIMITS OF LIABILITY A., for Professional Liability, the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability as stated in the Declarations for all Damages and Claim Expenses arising out of all Claims first made against the Insured during the Policy Period and the Extended Reporting Period, if exercised.

C. **Limit of Liability-Reduction for Refusal to Settle:** The Company shall not settle any Claim without the consent of the Insured. If, however, the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained. If, however, the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed the amount for which the Claim could have been so settled including Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of the above Limits of Liability A. and B.

D. **Deductible:** For Professional Liability, the Deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each Claim and shall include Damages and Claim Expenses, whether or not Damages payments are made.

Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days. The total payments requested from the Named Insured in respect of each Claim shall not exceed the Deductible amount stated in the Declarations.

The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.

E. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission is made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company.

DEFENSE AND CLAIM EXPENSES

A. Defense and Investigation of Claims: The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.

2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:

a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages**,** potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;

b. Providing any other reasonable information requested;

c. Providing fully itemized billing on a periodic basis; and

d. Cooperating with the Company and the Insured in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by defense counsel's cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible.

CLAIMS

A. Claim Reporting Provision: It is a condition precedent to coverage afforded by this Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Corporation, P.O. Box 2009, Glen Allen, VA 23058-2009, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

B. Discovery Clause: If during the Policy Period, the Insured first becomes aware of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, then the Insured may provide written notice as stated in the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such act, error or omission in Professional Services shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is received by the Company.

It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. The description of the specific act, error or omission in Professional Services;

2. The date on which such act, error or omission in Professional Services took place;

3. The injury or damage which has or may result from such act, error or omission in Professional Services;

4. The identity of any injured persons; and

5. The circumstances by which the Insured first became aware of such act, error or omission in Professional Services.

Subject to the paragraph hereinabove, if during the Policy Period the Insured provides such written notice of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, the Company at its sole option, may investigate such specific act, error or omission in Professional Services. Such matter shall be subject to all terms, conditions and provisions in this Coverage Part as applicable to a Claim.

EXTENDED REPORTING PERIOD

A. The Named Insured's right to exercise the Extended Reporting Period under this Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Insuring Agreements in the policy for which an Extended Reporting Period is available.

B. If the Named Insured nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions Section A., Cancellation, or if the Company nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions A., Cancellation, for reasons other than nonpayment of premium, Deductible or non-compliance with the terms and conditions of this policy, then the Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the adjusted annual premium for the Policy Period, subject to adjustment as per Common Policy Conditions K., Premium and Audit, but in no event less than the percentage stated in the Declarations of the annual minimum premium for the policy, to extend the coverage granted under this Coverage Part, for the period of months stated in the Declarations, as elected by the Named Insured to apply to Claims first made against the Insured during the period of months as elected and reported to the Company pursuant to, Section CLAIMS A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, for any act, error or omission in Professional Services which happened on or after the applicable Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this Coverage Part.

This extended period of coverage months as elected by the Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

If, however, this Coverage Part is immediately succeeded by claims made insurance coverage on which the Professional Liability Retroactive Date is the same as or earlier than that stated in the Declarations of this policy, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the Named Insured shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or deductible and/or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

This Extended Reporting Period shall not be available when any Insured's license or right to practice his/her profession is revoked, suspended or surrendered.

C. As a condition precedent to the right to purchase the Extended Reporting Period, the Named Insured must have paid:

1. All Deductibles when due;

2. All premiums due for the Policy Period; and

3. All premium and deductible(s), if any, due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written request for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or

nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written request and payment of additional premium for the Extended Reporting Period are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

D. The Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.

E. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.

F. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in the Declarations.

MARKEL

EVANSTON INSURANCE COMPANY

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

Throughout this policy, the term Company refers to the insurance company providing this insurance.

A. CANCELLATION

This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in the Notices item of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company by mailing to the Named Insured, at the address stated in the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Named Insured has failed to pay a premium or Deductible when due, including premium and deductible(s) due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies for which this policy is a renewal or replacement, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

B. CHANGE IN CONTROL OF NAMED INSURED

If after the inception date of the policy:

1. The Named Insured is merged into or consolidated with another organization such that it is not the surviving organization, or sells all or substantially all of its assets to another organization or person or group of organizations and/or persons acting in concert;

2. Another organization or person or group of organizations and/or persons acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting rights for the election or appointment of directors or trustees of the Named Insured, or acquires the voting rights of such an amount of such interest; or

3. A receiver, liquidator, conservator, trustee or similar official is appointed with respect to the Named Insured;

no coverage shall be afforded under this policy unless:

a. Written notice of such transaction or event is given to the Company by the Named Insured as soon as practicable, but in no event later than thirty (30) days after such transaction or event, including complete details of the nature of such transaction or event and the other organization, person, group of organizations, persons acting in concert, receiver, liquidator, conservator, trustee and/or similar official appointed with respect to the Named Insured;

b. The Named Insured submits such additional information in connection therewith as the Company may deem necessary;

c. The Company, at its sole discretion, agrees to continue coverage by written endorsement to the policy; and

d. The Named Insured agrees to accept any special terms, conditions, exclusions or additional premium charge as may be required by the Company.

C. REPRESENTATIONS

By acceptance of this policy, the Insureds agree as follows:

1. That the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and

2. That the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy, and that this policy is issued in reliance upon the truth of such representations.

D. ENTIRE AGREEMENT

The Declarations, Common Policy Conditions, Coverage Part(s), the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

E. OTHER INSURANCE

This insurance shall be in excess of the applicable Deductible stated in the Declarations and any other insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this policy.

If any Claim under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the Named Insured or to any organization or person who controls, is controlled by, or is affiliated by common control with the Named Insured unless such other insurance is written only as specific excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such Claim:

1. The Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and

2. The total Limit of Liability available for such Claim shall not exceed the greater/est available Limit of Liability remaining on all such policies and its payment shall extinguish the Company's and its affiliated companies' liability on all such policies for such Claim.

F. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this policy and shall not estop the Company from asserting any right under the terms of the policy. The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy, and this policy embodies all agreements existing between the Insureds and the Company or any of its agents relating to this insurance.

G. ASSIGNMENT OF INTEREST

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

H. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to the right of recovery of all Insureds to the extent of such payment. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Claim to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any Claim brought about or contributed to by an intentional, willful, dishonest, fraudulent act or omission of such Insured or by an act or omission of such Insured that constitutes a willful violation of any statute or regulation.

Any amount so recovered, whether effected by the Company or by the Insured, shall first be used for the repayment of expenses incurred toward subrogation; second, for any Damages and Claim Expenses payment by the Insured

which is in excess of the amount of the Limit of Liability under this policy and which is excess of any amount paid by any insurer under any other policy; third, for any damages and claims expenses payment by any excess insurer on behalf of the Insured; fourth, for any damages and claim expenses payment by any primary insurer on behalf of the Insured; and, last, for repayment of the Insured's Deductible.

I. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company and upon the Company's request, the Insured shall:

1. Submit to examination and interview by a representative of the Company, under oath if required;

2. Attend hearings, depositions and trials;

3. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits;

4. Give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and investigating and/or defending any Claim; and

5. Provide any information required to comply with federal or state reporting regulations;

All without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the prior written consent of the Company.

J. FALSE OR FRAUDULENT CLAIMS

If any Insured shall commit fraud in proffering any Claim, this insurance shall become void as to such Insured from the date such fraudulent Claim is proffered.

K. PREMIUM AND AUDIT

Upon expiration of this policy, the Named Insured shall furnish to the Company a statement of the Named Insured's actual total premium base as stated in the Declarations for the Policy Period. The actual earned premium shall be computed thereon at the premium rate stated in the Declarations. If the actual earned premium is more than the deposit premium stated in the Declarations, the Named Insured shall pay the difference to the Company; if less, the Company shall refund the difference to the Named Insured except that the Company shall be entitled to the minimum premium as stated in the Declarations. The Company shall have the right to require of the Named Insured, at any time within the said Policy Period or one year thereafter, a sworn statement of the entire amount (or number) of such premium base during the whole or any specified part of the said period, and the Named Insured shall furnish said statement within ten (10) days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company, who shall have the right and opportunity to examine the books and records of the Named Insured as respects such premium base, and such examination may be made at any time during the said period and within three (3) years thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for, nor the Company's right to additional premium.

L. INSPECTION

The Company shall be permitted but not obligated to inspect the Insured's operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such operations are safe or healthful, or are in compliance with any law, rule or regulation.

M. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

N. AUTHORIZATION

By acceptance of this policy, the first person or organization stated in Item 1. of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of all notices to and from the Company as provided herein: the exercising of the Extended Reporting Period, if available; the cancellation of this policy in whole or part; the payment of premiums and Deductibles when due; the receiving of any return premiums that may become due under this policy; and the Insureds agree that such person or organization shall act on their behalf.

O. POLICY EXTENDED REPORTING PERIOD – ALL CLAIMS MADE COVERAGES

The Named Insured's right to exercise the Extended Reporting Period under any Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Coverage Parts that provide coverage on a claims made basis.

P. TERMS AND CONDITIONS

This policy is comprised of these Common Policy Conditions, the Declarations, various Coverage Parts and endorsements, if applicable, and the application. Although various Coverage Parts may be referenced in this policy, a Coverage Part is included within this policy only if that Coverage Part is stated as being purchased in the Coverage Schedule in Item 5. of the Declarations.

Except for these Common Policy Conditions or unless stated to the contrary in any Coverage Part or endorsement, the terms and conditions of each Coverage Part of this policy apply only to that Coverage Part and shall not apply to any other Coverage Part of this policy. Any defined term referenced in the Common Policy Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part. If any provision in the Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.

Q. SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Company is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Corporation, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

The insurance does not apply:

1. Under any Liability Coverage, to Bodily Injury or Property Damage:

a. With respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the Hazardous Properties of Nuclear Material and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this policy not been issued would be, entitled to indemnity

from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to Bodily Injury resulting from the Hazardous Properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization.

3. Under any Liability Coverage, to Bodily Injury or Property Damage resulting from Hazardous Properties of Nuclear Material, if:

a. The Nuclear Material **(1)** is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured or **(2)** has been discharged or dispersed therefrom;

b. The Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or

c. The Bodily Injury or Property Damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to Property Damage to such Nuclear Facility and any property thereat.

4. As used in this exclusion:

Hazardous Properties includes radioactive, toxic or explosive properties.

Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.

Source Material, Special Nuclear Material, and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.

Waste means any waste material **(1)** containing By-Product Material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content, and **(2)** resulting from the operation by any person or organization of any Nuclear Facility included under the first two paragraphs of the definition of Nuclear Facility.

Nuclear Facility means:

a. Any Nuclear Reactor;

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing Spent Fuel, or **(3)** handling, processing or packaging Waste;

c. Any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage includes all forms of radioactive contamination of property.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 25%.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED ERRORS AND OMISSIONS LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item 8 of the Declarations, an Extended Reporting Period of the following duration shall also be available:

48 months;
60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO SETTLEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that in accordance with Florida Statute, Title XXXVII, Chapter 627.4147, Section Limits of Liability C. is deleted and replaced with the following:

C. **Consent to Settlement:** In accordance with Florida Statute, Title XXXVII, Chapter 627.4147, if a notice of intent to file a Claim for medical malpractice is made against the Insured, the Insured shall cooperate fully in the review process prescribed under Florida Statute, Title XLV, Chapter 766.106.

The Company shall have the right to determine, to make, and to conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is within policy limits of liability and is within the coverage afforded under this policy. No Insured shall have the right, exclusive or otherwise, to veto such Company determination if such offer is within the policy limits. Any offer of admission of liability, settlement offer, or offer of judgment made by the Company shall be made in good faith and in the best interest of the Insured.

The Company shall provide to the Insured or the Insured's legal representative by certified mail, return receipt requested, a copy of such final offer of admission of liability involved in arbitration made pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment and at the same time such offer is provided to the claimant. A copy of any final agreement reached between the Company and claimant in such matter shall also be provided to the Insured or the Insured's legal representative by certified mail, return receipt requested not more than 10 days after effecting such agreement.

The Company shall not make or conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is outside the policy limits of liability. In such event, if the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained.

All other terms and conditions remain unchanged.

EVANSTON INSURANCE COMPANY

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – CIVIL MONETARY PENALTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART –- CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART –- CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. The policy is amended by the addition of the following:

SUPPLEMENTARY PAYMENTS

A. HIPAA Civil Monetary Penalty Coverage: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as a Civil Monetary Penalty as a result of a HIPAA Civil Violation first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, arising out of any HIPAA Civil Violation committed or alleged to have been committed by the Insured or by any person for whose actions the Insured is legally responsible provided:

1. such HIPAA Civil Violation:

a. arises out of the conduct of the Insured's Professional Services; and

b. is committed or alleged to have been committed during the Policy Period or on or after the Retroactive Date as stated in the Declarations; and

2. prior to the effective date of this policy the Insured had no knowledge of such HIPAA Civil Violation or any fact, circumstance, situation or incident which may result in a HIPAA Civil Violation.

Limits of Liability - HIPAA Civil Monetary Penalty: The total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for each HIPAA Civil Violation first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to Each HIPAA Civil Violation. Subject to the foregoing, the total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for all HIPAA Civil Violations first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to All HIPAA Civil Violations.

1. $250,000 Each HIPAA Civil Violation

2. $250,000 All HIPAA Civil Violations

The Insured shall give the Company written notice as stated in the Declarations within ten (10) days of the Insured receiving a notice of HIPAA Civil Violation and in any event such written notice shall be provided prior to the Insured incurring any legal fees or legal expenses related to such matter.

The Company shall have the right and duty to defend and investigate any HIPAA Civil Violation to which coverage under this Coverage Part applies. The Company may make such investigation and settlement of any HIPAA Civil Violation as it deems expedient. Legal Expenses incurred in defending and investigating a HIPAA Civil Violation

shall be a part of and shall not be in addition to the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. Such Legal Expenses shall reduce the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage and shall be applied against the Deductible. The Company shall have no obligation to pay any Civil Monetary Penalty or to defend or to continue to defend any HIPAA Civil Violation or to pay Legal Expenses for HIPAA Civil Violations after the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage have been exhausted.

Payments pursuant to this Section shall be in addition to the Limits of Liability stated in the Declarations.

2. Section Definitions is amended by the addition of the following:

Civil Monetary Penalty means a civil monetary penalty imposed by the Secretary of the United States Department of Health and Human Services, or his or her designee, under 42 U.S.C. §1320d-5 and 45 C.F.R. §160.404.

Health Insurance Portability and Accountability Act ("HIPAA") means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Civil Violation means a notice received by the Insured for failure to comply with the HIPAA Standards for Privacy of Individually Identified Health Information (Privacy Rule) which protects the privacy of individual health information, including maintaining the confidentiality of information regarding medical services and limiting the release or use of such information in conformance with state or federal law, including any allegation that the Insured was negligent in hiring, training or supervising any Insured person who failed or is alleged to have failed to comply with the Privacy Rule.

Legal Expenses means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any HIPAA Civil Violation for which coverage is afforded under this Coverage Part, including costs of investigation and costs of appeals; provided, however, Legal Expenses shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or (2) salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

3. Section The Exclusions is amended by the addition of the following exclusions:

With respect to Supplementary Payments, HIPAA Civil Monetary Penalty Coverage, such coverage does not apply to any HIPAA Civil Violation:

1. based upon, arising out of, or in any way involving:

a. any HIPAA Civil Violation or any claim, fact, circumstance, situation or incident which has or may result in a HIPAA Civil Violation that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or

b. any HIPAA Civil Violation, whenever occurring, which is logically or causally connected to another HIPAA Civil Violation by reason of any common fact, circumstance, situation, event or transaction that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or

2. based upon, arising out of, or in any way involving any litigation, demand, investigation, administrative or regulatory proceeding or other proceeding pending, or order, decree or judgment entered, against any Insured on or prior to the inception date of this policy, or the same or any substantially similar HIPAA Civil Violation or any fact, circumstance, situation or incident underlying or alleged therein.

4. Section Limits of Liability is amended by the addition of the following:

Multiple Insureds, HIPAA Civil Violations and Protected Health Information Records Released: The inclusion herein of more than one Insured in any HIPAA Civil Violation shall not operate to increase the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. More than one HIPAA Civil Violation arising out of a single release of protected health information or a series of related releases of protected health information shall be considered a single HIPAA Civil Violation. All such HIPAA Civil Violations, whenever made, shall be treated as a single HIPAA Civil Violation. Such single HIPAA Civil Violation, whenever made, shall be deemed to be first made on the date on which the earliest HIPAA Civil Violation arising out of such release of protected health information is made.

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER: MKLV2PSM001458

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOOD SAMARITAN ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section DEFINITIONS, Professional Personal Injury, is amended by the addition of the following:

4. An act, error or omission in rendering a Good Samaritan Act.

2. Section DEFINITIONS is amended by the addition of the following:

Good Samaritan Act means emergency health care, emergency medical care, or emergency treatment provided to a patient without compensation or expectation of compensation at the scene of any emergency.

All other terms and conditions remain unchanged.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBPOENA AND DEPOSITION ASSISTANCE SUPPLEMENTARY COVERAGE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that:

1. Section SUPPLEMENTARY PAYMENTS is added as follows:

SUPPLEMENTARY PAYMENTS

Subpoena/Deposition/Record Request Assistance: The Company shall pay on behalf of the Insured up to five thousand dollars ($5,000) per Policy Period for reasonable and necessary Legal Fees and Legal Expenses incurred in engaging the services of legal counsel selected by the Company to assist the Insured in responding to a subpoena, a written request for the Insured's records or files or notice of deposition.

Provided:

1. The subpoena or a request for the Insured's records or files or notice of deposition relates to or arises out of an act, error or omission in Professional Services rendered by the Insured;

2. The subpoena or request for the Insured's records or files or notice of deposition is first received on or after the effective date and prior to the expiration date of this policy; and

3. The Insured reports receipt of the subpoena or request for the Insured's records or files or deposition and requests legal assistance in writing to Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois, 60015 or to e-mail: newclaims@markelcorp.com, on behalf of the Company, within thirty (30) days of receipt and prior to a Claim being made against the Insured arising out of the Professional Services alleged in the subpoena, request for the Insureds records or files or deposition.

Payment made on behalf of the Insured shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to a Deductible.

No payment pursuant to this Section shall be made for the Insured's payment of or obligation to pay any taxes; criminal or civil fines, penalties or sanctions; registration or licensing fees; costs required to comply with non-monetary conditions imposed upon any Insured as a condition of licensure; any monetary judgment, award or settlement of any kind; or any Legal Fees and Legal Expenses incurred by the Insured in a proceeding associated with the foregoing.

2. Section DEFINITIONS is amended by the addition of the following:

a. **Legal Fees and Legal Expenses** means attorney's fees charged by legal counsel selected by the Company, and expert witness fees, and related legal and/or associated investigation costs and expenses incurred by the Insured with the written consent of the Company. This does not include reimbursement for the Insured's salary, administrative costs, document reproduction costs or loss of other billing or income. The Company shall have the final decision as to the reasonableness of Legal Fees and Legal Expenses and as to the appeal of any such Disciplinary Proceeding concluded against the Insured.

All other terms and conditions remain unchanged.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRIAL ATTENDANCE SUPPLEMENTARY COVERAGE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Section SUPPLEMENTARY PAYMENTS is added as follows:

SUPPLEMENTARY PAYMENTS

Trial Attendance Supplementary Payment: The Company shall pay a per diem trial attendance allowance of two hundred dollars ($200) to any Insured who attends the trial, mediation or arbitration of a Claim; but only if;

1. The Claim is made against the Insured;

2. The Claim is covered by this policy; and

3. The Insured attends the trial, mediation or arbitration at the written request of the Company.

Payments to the Insured pursuant to this Supplementary Payment shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to a Deductible.

All other terms and conditions remain unchanged.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ACTS LIABILITY SCHEDULED DEDUCTIBLE AND RETROACTIVE DATE

This endorsement modifies insurance provided under the following but only if such Coverage Part is purchased and attached to this policy:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

SCHEDULE

Deductible:	$5,000 Each Claim
Retroactive Date:	05/01/1998

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

I. SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

Section INSURING AGREEMENT is amended by the addition of the following:

1. Sexual Acts Liability: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Schedule of this endorsement, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Sexual Injury arising out of any Sexual Act perpetrated or alleged to have been perpetrated by the Insured natural person or by any person for whose actions the Insured is legally responsible, or for allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury provided:

1. Such Sexual Act is perpetrated or alleged to have been perpetrated during the Policy Period or on or after the Retroactive Date stated in the Schedule of this endorsement and before the end of the Policy Period; and

2. Prior to the effective date of this policy the Insured had no knowledge of such Sexual Act or any fact, circumstance, situation or incident involving such Sexual Act which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

2. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

All other terms and conditions remain unchanged.

3. Section THE EXCLUSIONS L. is deleted.

4. Section THE EXCLUSIONS is amended by the addition of the following exclusions:

This Coverage Part does not apply to:

(i) Any Insured who perpetrates or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury; provided, however, the Company shall defend such Insured and pay Claim Expenses on their behalf unless it is established in fact that such Insured perpetrated such Sexual Act;

(ii) Any manager, supervisor, partner, officer, director or trustee who gains knowledge of any actual or alleged Sexual Act and fails to take reasonable care to prevent a future Sexual Act;

(iii) Any Claim based upon or arising out of any Sexual Act which is perpetrated or alleged to have been perpetrated by an Insured who previously perpetrated or is alleged to have previously perpetrated a Sexual Act, and after a manager, supervisor, partner, officer, director or trustee has gained knowledge of the previously perpetrated or previously alleged to have been perpetrated Sexual Act; or

(iv) Any Claim based upon or arising out of Sexual Injury to any Employee of the Insured.

5. Section LIMITS OF LIABILITY is amended by the addition of the following:

F. Limit of Liability - Sexual Acts Liability Coverage: The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Sexual Liability Coverage insured herein is limited to:

1. $100,000 All Claims Made by Each Claimant

2. $100,000 All Claims under Sexual Acts Liability Coverage

G. Multiple Sexual Acts: Two or more Sexual Acts against one person shall be deemed to be one Sexual Act and shall be subject to the coverage and limits in effect at the time of the first Sexual Act.

6. Section LIMITS OF LIABILITY B. is amended by the addition of the following:

Subject to Section LIMITS OF LIABILITY F., Limits of Liability - Sexual Acts Liability Coverage, the total liability of the Company under this endorsement for all Damages and Claim Expenses for all Claims insured herein because of Sexual Injury or allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury shall be part of and not in addition to the Specified Medical Professions Professional Liability Insurance Coverage Part Aggregate Limit of Liability stated in the Declarations, arising out of all Claims first made against the Insured during the Policy Period and the Extend Reporting Period, if exercised.

II. SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

2. Section THE EXCLUSIONS A. is amended by the addition of the following exclusions:

A. With respect to all Coverages, this Coverage Part does not apply to any Claim:

1. Based upon or arising out of:

(i) Any Sexual Injury; or

(ii) Any allegations that the Insured was negligent in hiring, training or supervising any person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury.

All other terms and conditions remain unchanged.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

Paragraph **E.** Multiple Insureds, Claims and Claimants in Section Limits Of Liability is replaced by the following:

E. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission or series of related acts, errors or omissions are made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.

All other terms and conditions remain unchanged.

MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

☐ Evanston Insurance Company
☐ Markel American Insurance Company
☐ Markel Insurance Company

APPLICATION FOR PARAMEDICS, EMT'S, NURSE PRACTITIONERS, AMBULANCE SERVICES AND PHYSICIANS' AND SURGEONS' ASSISTANTS PROFESSIONAL LIABILITY INSURANCE

(Claims Made Basis)

APPLICANT'S INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet.
2. Application must be signed and dated by owner, partner or officer.
3. PLEASE READ CAREFULLY THE STATEMENTS AT THE END OF THIS APPLICATION.

(PLEASE TYPE OR PRINT IN INK)

PART I - ALL APPLICANTS MUST COMPLETE:

1. APPLICANT INFORMATION

a. (i) Full Name of Individual Applicant: City of Ormond Beach Professional Degree _____

(ii) Date of Birth: N/A Place of Birth: N/A

b. (i) Principal business premise address: 22 S. Beach St. (Street) VOLUSIA (County)

Ormond Beach (City) FL (State) 32174 (Zip)

(ii) Other Business Locations: _____

(iii) Square feet of total office space (all locations): N/A

(iv) Number of Employees: Full time _____ Part time _____ Total _____

(v) Business Phone: (386) 676-3323 Home Phone: (____) _____

c. If you practice **other than** as an **employee** OR an **unincorporated solo practitioner**:

(i) Formal business, corporate or partnership name:

(ii) List the names of all partners or members of your professional association/corporation who provide professional services: _____

(iii) Attach a copy of your letterhead.

d. Is the Applicant a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule?.....[x] Yes [ ] No

If yes,

(i) Has the Applicant implemented procedures to comply with the HIPAA Privacy Rule?.....[x] Yes [ ] No

(ii) Provide the name and title of the Applicant's Privacy Officer. _____

Our Business Associate Agreement is available at https://www.markelcorp.com/US-Insurance/HIPAA. This is the only Business Associate Agreement we will recognize.

2. APPLICANT PRACTICE

a. Your Practice:

_____ Solo Practitioner (unincorporated)
_____ Solo Practitioner (incorporated)
_____ Partnership
_____ Professional Association
x Other (Describe) City - Municipality
_____ Professional Corporation (for profit)
_____ Professional Corporation (non-profit)
_____ Employee of _____ (give name of employer)

b. Please list all states where you are licensed to practice:
Florida

If NONE, please attach an explanation.

c. Please indicate your professional specialty (CHECK ONE):

[ ] Ambulance Service
[X] Emergency Medical Technician
[ ] Nurse Anesthetist
[ ] Nurse Practitioner
[X] Paramedic
[ ] Physician's Assistant
[ ] Surgeon's Assistant
[ ] Other (specify) _____

d. Please give the approximate percentages of time spent in the following work locations:

_____% Administrative Office
_____% Ambulance
_____% Classroom
_____% Emergency Dept. of Hospital
10 % Nursing Home
_____% Laboratory
_____% Operating Room
_____% Outpatient Clinic
_____% Laboratory
10 % Patient's Home
_____% Hospital Ward (specify)
_____% Professional Office (specify profession)
_____% Other (specify)

e. Please indicate the approximate division of your patients or clients among:

Hemodialysis	_____%	Psychiatric	1 %	Bariatrics	_____%
Holistic Medicine	_____%	Drug Addicts	1 %	Physical Rehabilitation	_____%
Surgical	_____%	Alcoholics	_____%	Disability Evaluation	_____%
Stress Testing	_____%	Obstetrical	_____%	Research or Experimental	_____%
Communicable	2 %	Dental	_____%	_____	_____%
Family Planning	_____%	Pediatric	<5 %	_____	_____%
					100%

f. Please indicate the number and type of your employees and/or volunteers. IF NONE, STATE NONE.

18 Emergency Medical Technicians
_____ Nurse Anesthetists
_____ Nurse Practitioners
27 Paramedics
_____ Physicians' Assistants
_____ Surgeons' Assistants

g. Are all of the above individuals licensed in accordance with applicable state and federal regulations? [X] Yes [ ] No
If no, please attach an explanation.

h. Please indicate the sources and amounts of actual and projected total revenue:

	Source	Amount This Fiscal Year	Amount Next Fiscal Year
(i)	Charitable Contributions:	$_____	$_____
(ii)	Government Funding:	$6.73 million	$6.9 million
(iii)	Fee for Service:	$_____	$_____
(iv)	Other: _____	$_____	$_____
	TOTAL GROSS REVENUE:	$6.73 million	$6.9 million

i. Number of patient encounters last 12 months 5,018 and/or patient tests carried out _____.
(NOTE: "Patient encounters" refers to the number of visits -- not the number of patients.

j. Number of estimated patient encounters next 12 months 5,500 and/or patient tests carried out _____.
(NOTE: "Patient encounters" refers to the number of visits -- not the number of patients.)

3. APPLICANT HISTORY (ATTACH DETAILED EXPLANATION FOR ANY "YES" ANSWERS)

a. Have you or any of your employees:

(i) Ever been the subject of disciplinary or investigatory proceedings or reprimand by an administrative or governmental agency, hospital or professional association? .....[ ] Yes [X] No

(ii) Ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? .....[ ] Yes [X] No

(iii) Ever been treated for alcoholism or drug addiction? .....[ ] Yes [X] No

(iv) Ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same? .....[ ] Yes [X] No

(v) Ever had any insurance company or Lloyd's cancel, decline, refuse to renew or accept only on special terms their malpractice insurance? .....[ ] Yes [X] No

b. Please list prior professional liability insurance carried for each of the past four years. IF NONE, STATE NONE.

Insurance Carrier	Policy Number	Limits of Liability	Deductible (if any)	Premium	Inception Exp. Mo./Day/Yr.	Expiration Mo./Day/Yr.	Was this a Claims Made Policy Form? Yes	No
Evanston Ins	MKLVSPSM000706	$1M/$3M	$5,000	$24,490	10/1/2022	10/1/2023	[X]	[ ]
Evanston Ins.	SM942320	$1M/$3M	$5,000	$26,068	10/1/2021	10/1/2022	[X]	[ ]
Evanston Ins.	SM937850	$1M/$3M	$5,000	$22,386	10/1/2020	10/1/2021	[X]	[ ]
Evanston Ins.	SM933034	$1M/$3M	$5,000	$22,321	10/1/2019	10/1/2020	[X]	[ ]

c. If prior professional liability insurance was on a claims made basis, please indicate the retroactive exclusion date of coverage. _____

d. Does the Applicant currently participate in or plan to participate in a state patient compensation fund, health care stabilization fund or other governmentally established malpractice liability funding mechanism?.....[ ] Yes [ ] No

4. PERSONNEL

a. Please list the number and type of independent contractors who provide professional services on your behalf. IF NONE, STATE NONE. **None**

_____ Emergency Medical Technicians
_____ Nurse Anesthetists
_____ Nurse Practitioners
_____ Paramedics
_____ Physicians' Assistants
_____ Surgeons' Assistants

b. Do you supervise any individuals who are not your own employees? If yes, please provide a detailed explanation of responsibilities and relationships to the entity which employs these individuals. .....[ ] Yes [X] No

c. Please indicate by profession the number of individuals you supervise:

Number	Type of Profession	Number	Type of Profession	Number	Type of Profession
_____	Emergency Medical Technicians	_____	Nurse Practitioners	_____	Surgeons' Assistants
_____	Laboratory Technicians	_____	Nurses, Registered	_____	
_____	Nurse Anesthetists	_____	Paramedics	_____	
_____	Nurses, Licensed Practical	_____	Physicians' Assistants	_____	

5. APPLICANT PROCEDURES

a. Do you render professional services directly to patients?.....[X] Yes [ ] No
If yes, please describe these services in detail and indicate whether you are supervised and by whom.

Detailed Description of Professional Services	Percent of Time Supervised	Title of Supervisor
Advanced life Support	100 %	Fire Chief/Medical Director
Basic Life Support	100 %	Fire Chief/Medical Director
	%	

b. Do you render professional services that do not involve contact with a patient?.....[ ] Yes [X] No
If yes, please describe these services in detail. _____

c. Do you administer any anesthesia? .....[ ] Yes [X] No
If yes, please explain and indicate whether you are supervised and by whom. _____

_____

_____

d. (i) Do you perform or assist in any surgical procedure(s)?.....[ ] Yes [X] No
If yes, please answer (ii) below.

(ii) Please list ALL surgical procedures performed (including minor surgery): _____

_____

_____

(iii) Is anesthesia (other than topical or by means of local infiltration) administered by either yourself or others? .....[ ] Yes [X] No
If yes, please attach a detailed explanation.

(iv) Do you perform or assist in any surgical procedure(s) in a professional office or similar non-hospital facility?.....[ ] Yes [X] No
If yes, please attach a detailed explanation.

e. (i) Do you perform radiation therapy?.....[ ] Yes [X] No

(ii) Psychiatric shock therapy?.....[ ] Yes [X] No

f. Do you prescribe or dispense any drugs without the countersignature of a physician? .....[ ] Yes [X] No
If yes, please provide a detailed explanation.

_____

_____

6. APPLICANT AFFILIATIONS

a. Are you associated with or do you work for a physician or surgeon? .....[ ] Yes [X] No
If yes, please give the name and specialty of the physician: _____

b. Do you own or operate any business other than that shown in Question 1(a) above?.....[ ] Yes [X] No
If yes, please attach an explanation, including details of your responsibilities.

c. Are you employed by an individual other than that shown in Question 1(a) above?[ ] Yes [ ] No
If yes, please attach an explanation, including details of your responsibilities.

d. Are you under contract to any individual or entity other than that shown in Question 1(a) above? .....[ ] Yes [X] No
If yes, please attach an explanation, including details of your responsibilities. If this contract contains a hold-harmless agreement, please attach a copy of the contract.

e. Are you employed by or under contract to any governmental entity? .....[ ] Yes [X] No
If yes, please attach an explanation, including details of your responsibilities.

f. Are you under contract to any governmental entity?.....[ ] Yes [X] No
If yes, please attach an explanation, including details of your responsibilities.

g. Do you advertise your professional services in any manner (other than a simple listing in a .....[ ] Yes [X] No
telephone directory)? If yes, please attach a copy of ALL your advertisements.

h. Are you associated with any agency or organization that engages in advertising for, or solicitation .....[ ] Yes [X] No
of, patients? If yes, please attach a detailed explanation and a copy of ALL relevant advertisements.

7. CLAIMS

a. Has any claim or suit been brought against you and/or any of your employees?.....[ ] Yes [X] No
If yes, please complete a supplemental claim information form for each claim or suit.

b. Are you aware of any circumstances which may result in a malpractice claim or suit being made or.....[ ] Yes [X] No
brought against you or any of your employees? If yes, please provide details on a separate sheet.

8. PROFESSIONAL SOCIETIES

a. Please indicate membership in professional societies or associations: _____

_____

_____

PART II - INDIVIDUAL APPLICANTS ONLY, PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. CITIZENSHIP

a. Are you a U.S. citizen? If no, please indicate your status and date of entry into the U.S.A. .....[ ] Yes [ ] No

2. EDUCATION

a. Describe your professional training:

Institution (Name & Address)	Years of Training	Degree or Certification Attained
_____	From _____ To _____	_____
_____	From _____ To _____	_____

3. EXPERIENCE

Where have you practiced your profession during the last ten years:

a. Prior Experience - From: _____ To: _____ Location: _____

Practice Activity: _____

b. Prior Experience - From: _____ To: _____ Location: _____

Practice Activity: _____

c. Prior Experience - From: _____ To: _____ Location: _____

Practice Activity: _____

d. Have you ever failed any professional licensing or specialty organization examination? [ ] Yes [ ] No
If yes, please attach a detailed explanation, including dates and location.

PART III - PLEASE ANSWER THE FOLLOWING QUESTIONS ONLY IF A QUOTATION IS REQUESTED TO COVER A GROUP OF PARAMEDICS OR EMERGENCY MEDICAL TECHNICIANS AND/OR THE EMPLOYER. THESE QUESTIONS ARE TO BE COMPLETED BY THE ADMINISTRATOR OR BUSINESS MANAGER, AND THE APPLICATION MUST BE SIGNED BY SAME.

1. SERVICE BOUNDARY

What is the radius of operations of the ambulance service? _____

2. ANNUAL NUMBERS

a. Please state the annual number of patient encounters (the number of patients transported by the ambulance service):

Last 12 months: N/A Estimated next 12 months: N/A

b. Please state the annual number of calls for emergencies:

Last 12 months: 8,277 Estimated next 12 months: 8,500

c. Please state the annual number of calls for transporting patients to and from a hospital or other institution that are not accident cases:

Last 12 months: N/A Estimated next 12 months: N/A

* NOTICE TO APPLICANT: The coverage applied for is SOLELY AS STATED IN THE POLICY, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD unless the extended reporting period option is exercised in accordance with the terms of the policy.

Any person who knowingly defrauds any insurance company by filing an application for insurance containing any false information or concealing, for the purpose of misleading, information concerning any fact thereto commits a fraudulent insurance act, which is subject to criminal and civil penalties.

WARRANTY: I warrant to the Insurer, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. **I authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.**

Christina Maguire - City of Ormond Beach	Risk Manager
Name of Applicant	Title (Officer, partner, etc.)
Christina Maguire	July 25, 2023
Signature of Applicant	Date

SIGNING this application does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance, but one copy of this application will be attached to the policy, if issued.

CRC Group

FACE PAGE

This page is the face of the policy referenced by number below and is a part of the policy.

Insured's Name: Tenant Users of The City of Ormond Beach
Policy Number: CPS7871835 Policy Dates: From: 10/1/2023 To: 10/1/2024

Surplus Lines Agent's Name:	Marcia Whisman
Surplus Lines Agent's Address:	120 E. Palmetto Park Road, Suite 300 Boca Raton, FL 33432
Surplus Lines Agent's License:	# P134922
Producing Agent's Name:	Donald Sciotto
Producing Agent's Physical Address:	300 North Beach St. Daytona Beach, FL 32114

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium:	$10,500.00	Policy Fee:	$100.00
Inspection Fee:		Service Fee:	
Tax:		Citizen's Assessment:	
EMPA Surcharge:		FHCF Assessment:	

Surplus Lines Agent's Countersignature: Marcia Whisman

If this policy is a surplus lines, personal lines residential property policy then the following shall apply:

"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."

If this policy is a surplus lines, personal lines residential property policy which includes the peril of windstorm then the following shall apply:

"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."

SCOTTSDALE INSURANCE COMPANY®

FLORIDA POLICYHOLDER NOTICE

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com. In order to expedite this process, please be prepared to furnish as much of the following information as possible: • Your policy number • Date, time and location of the loss/accident • Details of the loss/accident • Name, address and phone number of any involved parties • If applicable, name of law enforcement agency or fire department along with the incident number **Please refer to your policy for specific claim reporting requirements.**

Nationwide®

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

CPS7661335
Renewal of Number

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

Policy Number
CPS7871835

ITEM 1. NAMED INSURED AND MAILING ADDRESS
TENANT USERS OF THE CITY OF ORMOND BEACH

22 SOUTH BEACH STREET
ORMOND BEACH FL 32174

AGENT NAME AND ADDRESS
CRC BINDING (BOCA RATON, FL) 120 E PALMETTO PARK RD STE 300 BOCA RATON FL 33432-4841

NO FLAT CANCELLATIONS

Agent No.: 09037 Program No.: CT

ITEM 2. POLICY PERIOD From: 10/01/2023 To: 10/01/2024 Term: 366

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: SPECIAL EVENTS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	$ $10,500 MP
Commercial Property Coverage Part	$ NOT COVERED
Commercial Crime And Fidelity Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Auto Coverage Part	$ NOT COVERED
Professional Liability Coverage Part	$ NOT COVERED
	$
	$
	$
	$
Total Policy Premium	$ 10,500.00
TOTAL TAXES AND FEES	$ 100.00
	$
Policy Total	$ 10,600.00

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

BOCA RATON, FL CT/KJ
BROWN & BROWN OF FLORIDA, INC. - DAYTONA BEAC
300 NORTH BEACH ST.
DAYTONA BEACH, FL 32114

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

Nationwide®

OPS-D-1-0117 (01-21)

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. CPS7871835

Effective Date: 10/01/2023
12:01 A.M., Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH

Agent No. 09037

POLICY FEE	100.00
TOTAL TAXES, SURCHARGES OR FEES:	100.00

UTS-126L 10-93

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7871835 Effective Date 10/01/2023

12:01 A.M. Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

COMMON POLICY

NOTS0381FL	07-09	FLORIDA POLICYHOLDER NOTICE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
NOTX0423CW	12-20	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE
UTS-COVPG	03-21	COVER PAGE
OPS-D-1-0117	01-21	COMMON POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 09 85	12-20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
UTS-29-FL	06-97	CANCELLATION AND NONRENEWAL-FLORIDA
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT B
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT A
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT D
UTS-3g	03-92	MANUSCRIPT ENDORSEMENT C
UTS-496	06-19	MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g	06-22	SERVICE OF SUIT CLAUSE

COMMERCIAL LIABILITY

CLS-SD-1L	08-01	COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L	10-93	COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 13	12-19	ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS RELATING TO PREMISES
CG 21 06	05-14	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 16	04-13	EXCLUSION-DESIGNATED PROFESSIONAL SERVICES
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7871835 Effective Date 10/01/2023

12:01 A.M. Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

COMMERCIAL LIABILITY

CG 21 44	04-17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 76	01-15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 21 84	01-15	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 24 26	04-13	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 40 12	12-19	EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES
CG 40 15	12-20	CANNABIS EXCLUSION WITH HEMP EXCEPTION
GLS-106s	12-13	TOTAL LIQUOR LIABILITY EXCLUSION
GLS-152s	08-16	AMENDMENT TO OTHER INSURANCE CONDITION
GLS-278s	01-06	INJURY TO WORKER EXCLUSION
GLS-289s	11-07	KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY
GLS-341s	08-12	HYDRAULIC FRACTURING EXCLUSION
GLS-457s	10-14	AIRCRAFT EXCLUSION
GLS-47s	10-07	MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-570	03-23	CONTRACTORS SPECIAL CONDITIONS
GLS-623	10-21	TOTAL ASSAULT AND/OR BATTERY EXCLUSION
GLS-666	06-22	PFC/PFAS EXCLUSION
GLS-690	03-23	EXCLUSION—TOTAL AIRCRAFT, AUTO OR WATERCRAFT WITH LIMITED EXCEPTIONS
GLS-94s	06-15	BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)
UTS-365s	02-09	AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g	11-12	PREMIUM AUDIT
UTS-611	07-22	EXCLUSION—BIOMETRIC INFORMATION
UTS-632	03-23	EXCLUSION-DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CPS7871835 Effective Date 10/01/2023

12:01 A.M. Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

COMMERCIAL LIABILITY

UTS-74g	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. CPS7871835 Effective Date 10/01/2023
12:01 A.M. Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
1		22 S BEACH ST ORMOND BEACH FL 32174	See Liability Dec(s)

UTS-SP-3 08-96

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) **$** 500 **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** COMMERCIAL GENERAL LIABILITY COVERAGE **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses **80** **%** (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL—FLORIDA

The Cancellation Condition is deleted in its entirety and replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. If this policy has been in effect for ninety (90) days or less and is not a renewal of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:
   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
   b. Twenty (20) days before the effective date of cancellation, if we cancel for any other reason, except, we may cancel immediately if there has been:
      (1) A material misstatement or misrepresentation; or
      (2) A failure to comply with underwriting requirements established by us.
3. If this policy has been in effect for more than ninety (90) days or is a renewal or continuation of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:
   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
   b. Forty-five (45) days before the effective date of cancellation, if we cancel for any other reason.
4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation by us will state the effective date of the cancellation. The policy period will end on that date.
6. If we fail to mail or deliver our written notice of cancellation to the first Named Insured at least forty-five (45) days or twenty (20) days as required in A.2.b. and A.3.b. above, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.
7. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first

Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following Condition is added to the policy and supersedes any other provision to the contrary:

B. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, including the specific reasons for nonrenewal, to the first Named Insured at least forty-five (45) days prior to the expiration of the policy.
2. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.
3. If we fail to mail or deliver written notice of nonrenewal to the first Named Insured at least forty-five (45) days prior to the effective date of nonrenewal, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT B

EVENT ATTENDEES FLAT CHARGE PER DAY
ANNIVERSARY PARTY 1--75 $40.00
ART/CRAFT SHOW 76-175 $60.00
AUCTION 176-260 $85.00
AUTO SHOW 261-350 $110.00
BABY SHOWER 351-450 $135.00
BINGO 451-600 $160.00
BIRTHDAY PARTY
CONVENTION
DANCE (OVER AGE 21)
EASTER EGG HUNT
EXHIBITION
FUNERALS
MEETINGS (INCLUDING MEMORIAL SERVICE)
PAGEANT
PICNIC
RECITAL (MUSIC, DANCE, SINGING)
REUNION (FAMILY & SCHOOL)
SEMINAR
SPEAKING ENGAGEMENTS
TALENT SHOW
THEATRICAL PERFORMANCES
TRADE SHOW
WALK-A-THON
WEDDING AND/OR RECEPTION

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT ATTENDEES FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG) 1-140 $60.00
BANQUET AND COMMUNION 141-200 $85.00
CONCERT (OTHER THAN ALTERNATIVE, ROCK, HIP HOP, HEAVY METAL, RAP, GOTHIC) 201-285 $110.00
FISHING TOURNAMENT 286-350 $135.00
REUNION 351-425 $160.00
RUMMAGE SALE 426-500 $185.00
501-600 $210.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT ATTENDEES FLAT CHARGE PER DAY
MARTIAL ARTS EVENT 1-115 $60.00
116-175 $85.00
176-230 $110.00
231-290 $135.00
291-350 $160.00

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

MANUSCRIPT ENDORSEMENT B

351-400 $185.00
401-500 $210.00
501-600 $235.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

SCOTTSDALE INSURANCE COMPANY®

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT A

1. AMES PARK 173 SOUTH BEACH
2. ARROYO OAKS PARK NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II 701 HAMMOCK LANE
5. DIX RIVERFRONT PARK EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREETLAND THE HALIFAX RIVER
12. INDIAN MOUND PARK NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK 700 HULL ROAD
15. ORMOND PARKWAY PARK BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. BAILEY RIVER BRIDGE / GARDENS PARK BUILDING NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III 700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK 176 DIVISION AVENUE
27. CENTRAL PARK I 601 FELMING AVENUE
28. WEST ORMOND PARK NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. NOVA COMMUNITY PARK AND COMMUNITY CENTER 440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX 700 HULL ROAD
"31. CASEMENTS CAMPUS CASEMENTS CULTURAL ENRICHMENT CENTER
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT)" 25 RIVERSIDE ROAD
32. CITY HALL PLAZA 22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK 78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM 78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER 399 NORTH US #1
36. RIVERBEND NATURE PARK AIRPORT RD
37. SENIOR CITIZENS CENTER 351 ANDREWS STREET
38. BIRTHPLACE OF SPEED 21 OCEAN SHORE BLVD, ORMOND BEACH FL 32176

_____ / _____

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

MANUSCRIPT ENDORSEMENT A

39. FIREHOUSE PARK 364 S ATLANTIC AVE, ORMOND BEACH FL 32176
40. HAAS PARK 902 W GRANADA BLVD, ORMOND BEACH FL 32174
41. MAIN STREET PARK 34 W GRANADA BLVD, ORMOND BEACH FL 32174
42. MILTON W PEPPER PARK 6 BAYBERRY COURT, ORMOND BEACH FL 32176
43. ENVIRONMENTAL DISCOVERY CENTER 601 DIVISION AVENUE ORMOND BEACH FL 32174

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT D

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING: THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT C

SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT

ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY
PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS
SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 100% of the premium.

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

CHIEF FINANCIAL OFFICER

DEPARTMENT OF FINANCIAL SERVICES, 200 EAST GAINES STREET

TALLAHASSEE, FL 32399-0301

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

_____ /

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No. CPS7871835 Effective Date 10/01/2023
12:01 A.M., Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

Item 1. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	$ 2,000,000 Products/Completed Operations Aggregate
	$ 2,000,000 General Aggregate (other than Products/Completed Operations)
Coverage A—Bodily Injury and Property Damage Liability	$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage to Premises Rented to You Limit	$ 100,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B—Personal and Advertising Injury Liability	$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C—Medical Payments	$ 5,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits

Item 2. Description of Business

Form of Business:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company

☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:
SEE SCHEDULE OF LOCATIONS

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$	$10,500 MP
Other Premium:	$	
Total Premium:	$	$10,500 MP

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CLS-SD-1L (8-01)

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS7871835 Effective Date: 10/01/2023
12:01 A.M., Standard Time

Named Insured TENANT USERS OF THE CITY OF ORMOND BEACH Agent No. 09037

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
1	1	40075	1	PER PERSON / EACH

Class Description:
BINGO GAME

+ PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

START DATE:10/01/2023 END DATE:10/01/2024

Premises/Operations	
Rate	Premium
$.22	$0
Products/Comp Operations	
Rate	Premium
INCLUDED	INCLUDED

Prem. No.	Bldg. No.	Class Code	Exposure	Basis
		49950	1	INCLUDED

Class Description:
ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES PER FORM CG 20 13

Premises/Operations	
Rate	Premium
INCLUDED	INCLUDED
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

Prem. No.	Bldg. No.	Class Code	Exposure	Basis

Class Description:

Premises/Operations	
Rate	Premium
Products/Comp Operations	
Rate	Premium

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C;**
   b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

   c. All other parts of the world if the injury or damage arises out of:

      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. While it is in or on an aircraft, watercraft or "auto"; or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: CITY OF ORMOND BEACH
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. ANY AND ALL PROFESSIONAL EXPOSURES
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: 22 S BEACH ST, ORMOND BEACH, FL 32174
Project Or Operation: N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

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(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02,** the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

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(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
   b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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EXCLUSION – ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

Electronic Smoking Device

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:

a. An "electronic smoking device"; or

b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;

2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

B. The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;

2. Pipes;

3. Cigars;

4. Hookahs; and

5. Vaporizers, other than steam or mist inhalers.

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CANNABIS EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The "bodily injury" or "property damage" occurs;

(2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or

(3) The offense which caused the "personal and advertising injury" was committed.

3. "Personal and advertising injury" arising out of the following offenses:

a. False arrest, detention or imprisonment; or

b. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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C. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

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TOTAL LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **Exclusion 2.c.** of **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

c. Liquor Liability

(1) "Bodily injury" or "property damage" for which any insured or an indemnity of the insured may be held liable by reason of:

(a) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

(2) Paragraph **(1)** applies even if the claims or "suits" against any insured or an indemnity of the insured allege negligence or other wrongdoing in the:

(a) Supervision, hiring, employment, training or monitoring of others who are manufacturing, distributing, selling, serving or furnishing alcoholic beverage; or

(b) Providing or failing to provide transportation to any person that may be under the influence of alcohol.

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AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when **b.** below applies.

b. Excess Insurance

(1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I);** or

(e) That is valid and collectible insurance available to any insured under any other policy.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

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INJURY TO WORKER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to this endorsement, paragraph **e. Employer's Liability** of subsection **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions** of the policy.

This insurance does not apply to:

1. "Bodily injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "bodily injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. An employee of any contractor, subcontractor or sub-subcontractor; or

3. "Bodily injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker" or

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"volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** section **2. Exclusions** of the policy:

This insurance does not apply to:

1. "Personal or advertising injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "personal or advertising injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor or sub-subcontractor hired or retained by or for any insured; or

c. Any employee of any contractor, subcontractor or sub-subcontractor; or

3. "Personal and advertising injury" to the spouse, child, parent, brother or sister of that employee, any contractor, subcontractor, sub-subcontractor or that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all offenses, claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

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KNOWN INJURY OR DAMAGE EXCLUSION— PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Known Injury Or Damage

This insurance does not apply to "personal and advertising injury" arising from an offense:

a. That occurs during the policy period and, prior to the policy period, an insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or

b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim:

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or

(3) Becomes aware by any other means that "personal and advertising injury" has occurred or has begun to occur.

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HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph **2. Exclusions** of **SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

B. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage B. Personal And Advertising Injury** Liability of the Commercial General Liability Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Personal and advertising injury":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,

but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.

2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.

4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

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AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft. Use includes operation and "loading and unloading."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

MINIMUM PREMIUM 100 **%**

Item **5.b.** of the **Premium Audit** condition under **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, SECTION IV—LIQUOR LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to read:

b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first Named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the Policy Period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured.

For purposes of this endorsement, the terms advance premium, earned premium, and minimum premium are defined as follows:

Advance Premium—the premium that is stated in the applicable initial policy Declarations or Renewal Certificate and payable in full by the first Named Insured at the inception of each Policy Period.

Earned Premium—the premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium—the lowest premium for which this insurance will be written for the Policy Period stated in **Item 2.** of the Declarations of the applicable initial policy or subsequent Renewal Certificate. This minimum premium is equal to 100% (unless a different percentage [%] is shown in the Schedule above) of the advance premium including any premium adjustments made by endorsement to this policy during the Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in **Item 2.** of the Declarations.

_____ / _____

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CONTRACTORS SPECIAL CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limits of Insurance
Each Occurrence Limit	$ 1,000,000
Personal and Advertising Injury Limit	$ $1,000,000
General Aggregate Limit (Other than Products/Completed Operations)	$ 2,000,000
Products/Completed Operations Aggregate Limit	$ $2,000,000
(If no entry appears above, the minimum limits of insurance will be equal to the limits of insurance shown in the Declarations).	

A. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:**

Contractors Special Conditions

You will obtain current certificates of insurance from all contractors and subcontractors, evidencing such contractors and subcontractors are "adequately insured," including evidence of:

1. Commercial General Liability insurance, including Products/Completed Operations insurance; and
2. Effective dates of coverage that "coincide" with the effective dates of coverage on this policy.

Failure to comply with this condition does not alter the coverage provided by this policy but will result in an additional premium charge.

B. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS,** subsection **5. Premium Audit:**

Should you fail to provide current certificates of insurance from all "adequately insured" contractors at such times as we request to complete a premium audit, a premium charge will be computed by multiplying the "total cost" for all sublet work that fails to meet Contractors Special Conditions, by a rate per $1,000 payroll for the applicable classification of the work performed. If the policy does not contain the applicable classification and rate, we will multiply our usual and customary rate per $1,000 payroll for that classification.

This premium calculation will be made in addition to the premium charged for payroll or gross sales/gross receipts as indicated in the Declarations. The insured's payroll or gross sales/gross receipts will not in any way be reduced.

C. For purposes of this endorsement, the following definitions apply:

1. "Adequately insured" means that the contractors and subcontractors that perform operations for you maintain Commercial General Liability including Products/Completed Operations insurance in force with the minimum Limits of Insurance shown in the Schedule for their operations, including operations performed for them by others.
2. "Coincide" means that the effective dates of coverage for all policies of all contractors and subcontractors that cover that period of time during which work was performed for you within the effective dates covered by this policy.
3. "Total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

All other terms and conditions of this policy remain unchanged.

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TOTAL ASSAULT AND/OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

The following exclusion is added to the Policy:

A. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," medical payments, "damages" or "injury" directly or indirectly arising out of, caused by, or in any way related to:

1. Assault and/or battery committed by any insured, any "employee" of any insured, or any other person; or

2. The attempt or failure to suppress or prevent assault and/or battery by any person in **1.** above; or

3. Any attempt by any person to avoid, prevent, suppress or halt any actual or threatened assault and/or battery; or

4. The selling, serving or furnishing of alcoholic beverages which results or is alleged to have resulted in an assault and/or battery; or

5. A failure to render aid before, during, or after an assault and/or battery; or

6. A failure to notify authorities or emergency personnel including, but not limited to, police and emergency medical technicians before, during, or after an assault and/or battery; or

7. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Hiring;

e. Training;

f. Monitoring;

g. Reporting to the proper authorities, or failure to so report; or

h. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs **1., 2., 3.** or **4.** above; or

8. Any obligation to share damages with or repay someone else who must pay damages resulting from paragraphs **1.** through **7.** above; or

9. Liability of others assumed by an insured under any contract or agreement, either oral or in writing.

B. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the assault and/or battery.

C. This exclusion applies regardless of whether the perpetrator of the assault and/or battery was in a position of control, dominance or authority over the victim.

D. This exclusion applies to all acts or omissions and all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.

E. This exclusion applies regardless of whether the assault and/or battery was committed using physical force, weapons, firearms, or any combination thereof.

F. With respect to this exclusion, "bodily injury" or "injury" includes mental injury or distress, disability, or sexual dysfunction.

G. We will have no duty to defend any "suit" against any insured seeking injury or damages as a consequence of any assault and/or battery.

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PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2. Exclusions** of **SECTION I—COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"PFC/PFAS"

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS"; or

b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS" by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

B. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

"PFC/PFAS"

a. "Personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS"; or

b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring,

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cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS," by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

C. The following definition is added to **SECTION V—DEFINITIONS:**

"PFC/PFAS" means:

a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or

b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

All other conditions and provisions of the policy remain unchanged by this endorsement.

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EXCLUSION—TOTAL AIRCRAFT, AUTO OR WATERCRAFT WITH LIMITED EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions,** subparagraph **g. Aircraft, Auto Or Watercraft** is deleted in its entirety and replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any and all aircraft, "auto" or watercraft. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the failure to protect persons or property against any aircraft, "auto" or watercraft as a dangerous condition, defect or activity, including any actual or alleged failure to maintain a reasonably safe premises, failure to warn, or failure to provide security or safety measures.

This exclusion applies regardless of whether the aircraft, "auto" or watercraft is owned or operated by or rented or loaned to any insured or any other person or entity.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) Liability assumed under any "insured contract" for the ownership, maintenance or use of a watercraft;

(3) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment."

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(4) Any "customer's auto" while on or next to those premises you own, rent or control that are used for any of the following businesses:

(a) Auto Repair or Service Shops;

(b) Car Washes, but not including self-service Car Washes;

(c) Gasoline Stations;

(d) Tire Dealers; or

(e) Automobile Quick Lubrication Services.

B. For purposes of this endorsement, the following definition applies:

"Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.

All other terms and conditions of this Policy remain unchanged.

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BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability	$ 250 per claimant
Property Damage Liability	$ 250 per claimant
Personal and Advertising Injury Liability	$ 250 per claimant

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the Limits of Insurance applicable to Each Occurrence or offense for such coverages will be reduced by the amount of such deductible. Aggregate Limits for such coverages shall not be reduced by the application of such deductible amount.

2. The deductible amounts apply to damages and "loss adjustment expenses."

   "Loss Adjustment Expenses" means the expenses which are incurred in conjunction with the defense, adjustment or settlement of claims made under any one of the policies and which are allocable to such claims according to generally accepted insurance industry practices; such expenses include, but are not limited to, expenditures for legal costs, attorneys fees, investigations, experts, independent adjustment services, and expenses incurred in obtaining recovery against any third party.

3. The deductible amounts stated in the Schedule above apply, respectively:

   a. Under the Bodily Injury Liability Coverage to all damages because of "bodily injury" sustained by one person;

   b. Under the Property Damage Liability Coverage to all damages because of "property damage" sustained by one person, organization or association; and

   c. Under the Personal and Advertising Injury Liability coverage to all damages sustained by one person, organization or association;

   as the result of any one "occurrence" or offense.

4. The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those damages and your duties in the event of an "occurrence," offense, claim or "suit," apply irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

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PREMIUM AUDIT

The following is added to the Premium Audit provision:

If the first Named Insured fails or refuses to provide documentation adequate to determine the apportionment of exposures by class code, we may unilaterally apply all exposures to the class code with the highest rate stated in the policy including any class code adjustments made by endorsement.

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EXCLUSION—BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to this policy:

Access to or Disclosure of Biometric Data or Information

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," "damages" or "injury or damage" directly or indirectly arising out of, caused by, based on, or in any way related to any access to or disclosure of any person's or organization's confidential or personal information, including "biometric information."

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others.

This exclusion applies even if the claims against any insured include actual or alleged violation of the responsibilities, obligations or duties imposed by the Illinois Biometric Information Privacy Act of 2008, as amended, the California Consumer Privacy Act of 2018, as amended, or any other similar law, regulation or statute.

For the purposes of this endorsement, the following definition applies:

"Biometric information" means biometric identifiers, or biometric data of any kind relating to biologically unique physical, physiological or behavioral characteristics of an individual, that may be collected or used to identify an individual and/or provide access rights to an individual, including but not limited to deoxyribonucleic acid (DNA), retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry or other unique biological patterns or characteristics that are used to identify a specific individual regardless of how it is captured, converted, stored, or shared.

All other terms, conditions, provisions, and exclusions of the policy remain unchanged.

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EXCLUSION—DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES

A. The following exclusions are added to the Policy:

This insurance does not apply to:

1. Asbestos

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to asbestos, asbestos fibers or any product containing asbestos or asbestos fibers;

b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers; or

c. Any fees, fines, costs, or expenses of any nature whatsoever related to or resulting from the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

2. Benzene

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form;

b. Any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity; or

c. Any claim or suit by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing the

"bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses.

3. Bisphenol A (BPA)

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "bisphenol" in any form;

b. The actual, alleged, threatened or suspected presence, respiration, inhalation, existence, ingestion of, or exposure to "bisphenol" or any material, substance, or product containing "bisphenol," however caused and whether direct or indirect, proximate or remote, or concurrently or in any sequence; or

c. Any request, demand, claim, suit or order that you or others abate, test for, monitor, clean up, remove, recall, contain, treat, neutralize, detoxify, remediate, dispose of, or in any way respond to or assess the effects of "bisphenol" or any material, substance, or product containing or suspected of containing "bisphenol."

For the purposes of this exclusion, the following definition applies:

"Bisphenol" means Bisphenol A; any compound, combination, or mixture containing Bisphenol A; any metabolite, derivate, derivative or additive of Bisphenol A; any polycarbonate or resin based on or containing Bisphenol A; and any reaction of Bisphenol A.

4. Brazilian Plywood

"Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to the distribution, installation, use or removal of "plywood" originating from and/or manufactured in Brazil.

For the purposes of this exclusion, the following definition applies:

"Plywood" means a construction material made of thin layers of wood glued or pressed together, including any combination of medium density fibreboard, oriented strand board or particle board.

5. Chromated Copper Arsenate (CCA)

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged or suspected:

(1) Ingestion, inhalation, absorption, presence, or prolonged physical exposure or threat of exposure to Chromated Copper Arsenate (CCA), or any CCA derivative, in any form, or goods or products containing any form of CCA or any CCA derivative;

(2) Use of any form of CCA or any CCA derivative in constructing or manufacturing any good, product or structure;

(3) Removal of any form of CCA or any CCA derivative from any good, product or structure; or

(4) The manufacture, intellectual development, sale, transportation, storage or disposal of CCA, or any CCA derivative, or goods or products containing any form of CCA or any CCA derivative.

b. Loss, cost or expense, including but not limited to defense costs, claim expenses, bonds or fees arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of CCA or any CCA derivative; or repair, replace or improve any property as a result of such effects.

c. Loss, cost or expense arising out of any claim or "suit" by or on behalf of a government authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating, or in any way responding to, or assessing the effects of CCA; or repairing, replacing or improving any property as a result of such effects.

d. This exclusion applies regardless of whether the "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense:

(1) Actually or allegedly arises out of any other cause or event that contributes concurrently or in any sequence to "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense including defects or negligence in design, construction, inspection or materials;

(2) Was caused by the instigation of, or with the direct or indirect involvement of any insured, any insured's employees, additional insureds or other persons on the insured's premises or worksite at any time; or

(3) Was caused by or arose out of the failure at any time of any insured, the insured's employees, additional insureds or other persons on any insured's premises or worksite to supervise or keep the premises or worksite in a safe condition.

6. Electromagnetic Field, Force or Matter

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to "electromagnetic radiation," including, but not limited to, "electromagnetic radiation" produced or distributed by, or coming from, any type of:

(1) Line or tower used to transmit electrical current of any voltage, such as any power or electrical line or tower, or used to broadcast or transmit any type of signal, including, but not limited to, cellular, radio or television line or tower or any satellite station;

(2) Device that uses, produces, emits, directs, amplifies or conducts "electromagnetic radiation," including, but not limited to, any cellular phone, computer, electric blanket, microwave oven, X-ray machine, laser, range finding equipment, laser-equipped surveying equipment, electrical transformer, antenna, satellite, radar dish or ultraviolet (UV) light;

(3) Radar, radar-guided weapon systems, radar detecting weapon systems, or directed-energy weapon systems, including, but not limited to, any police, military, or weather radar, and any laser, laser weapon systems or high electromagnetic pulse (EMP) weapon systems; or

(4) Imaging equipment, whether used for medical, ground imaging or any other purpose, including, but not limited to, any X-ray, magnetic resonance imaging equipment, or ground-penetrating radar.

b. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses any part of which arises out of, or allegedly arises out of, exposure to or the presence of "radioactive matter" or "radiation" whether alone, or combined with any other substances or factors, whether included in a product or otherwise. This exclusion applies regardless of whether such exposure occurs within or outside a building.

c. This exclusion applies regardless of whether any other cause or factor contributed concurrently or in any sequence to any "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses.

For the purposes of this exclusion, the following definitions apply:

a. "Electromagnetic radiation" means, but is not limited to, any electrical or magnetic field of 30 Hz to 300 EHz, or any combination of electromagnetic or magnetic fields, radio waves, noise, charges, currents, signals or force of energy, radiation or electricity.

b. "Radiation" or "radioactive matter" means, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear reaction), radioactive isotopes, alpha or beta particles or rays, gamma rays, X-rays, photons, nucleons, including protons and neutrons, and electrons.

7. Lead Contamination

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity.

8. Nuclear Damage Liability

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses resulting from "hazardous properties" of "nuclear material," if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury," "property damage", "personal and advertising injury," "damages," "injury or damage" or medical expenses arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, repair, demolition, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

"Bodily injury," "property damage," "personal and advertising injury," "damages" and "injury or damage" include all forms of radioactive contamination of persons or property.

For purposes of this exclusion, the following definitions apply:

a. "Hazardous properties" includes radioactive, toxic or explosive properties.

b. "Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing "spent fuel"; or

(c) Handling, processing or packaging "waste";

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

c. "Nuclear material" means "source material," "special nuclear material" or "by-product material."

d. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

e. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

f. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

g. "Waste" means any waste material:

(1) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(2) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

9. Silica Or Silica-Related Dust

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

For the purposes of this exclusion, the following definitions apply:

a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

b. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

All other terms and conditions of this Policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE DATE

UTS-74g (8-95)

GLOBAL AEROSPACE

Claims Service: Delivering on Our Promise

At Global Aerospace, how we handle your claim is one way we can make the greatest difference to you. Our claims philosophy is to work closely with our customers to resolve claims promptly and efficiently. We never forget that we are judged by how well we respond to our customers' needs. Our reputation reflects our strong commitment to this responsibility.

Your insurance agent or broker can assist you with prompt reporting of all claims to expedite quick settlement and assure proper protection of your interests.

Global Aerospace maintains regional offices across the country and our seasoned claims professionals have a unique blend of aviation and insurance knowledge. In event of a loss, our expert advice and assistance will be immediately available to expedite repairs to damaged UAS and to advise regarding any legal liability. Global Aerospace claims staff has the expertise, experience and authority to handle your claim.

Your insurance agent or broker and the Global Aerospace UAS Claims Office should be notified immediately of the full details of any loss:

For Claims Service Contact:

Global Aerospace, Inc.
10895 Grandview Drive
Building 24, Suite 150
Overland Park, Kansas 66210

Phone: 913-451-9660
or
888-228-2281

Fax: 913-327-7041
e-mail: uasclaims@global-aero.com

This notice is provided to assist you in reporting a claim. It is not part of your policy, and neither this notice nor prompt reporting guarantees coverage or compliance with the terms and conditions of your policy. You are therefore urged to read your entire policy, and consult with your agent or broker for a full explanation of coverage.



Privacy Statement

Global Aerospace, Inc. is the underwriter of your aircraft insurance policy.

A new federal law requires financial services companies, such as banks and insurance companies, to provide their customers with a written statement explaining how their personal information is collected and used.

Your privacy has always been important to Global Aerospace. For that reason we do not sell or share your personal information to any other organization for marketing purposes.

Thank you for choosing Global Aerospace as your provider of aircraft insurance. We appreciate your business, and will continue to protect your privacy and the confidentiality of your information.

Global Aerospace Inc. appreciates the trust you placed in us when you asked us to underwrite your aircraft insurance. We are committed to protecting your private personal information. Global Aerospace does not sell your personal information to other companies.

Information We Have About You

We collect personal information about you from several sources:

- Information we receive from you or your insurance broker or agent on applications or other forms, and
- Information about your transactions with us, such as your payment and claims history.

How We Protect Your Personal Information

We treat your personal information with respect for your privacy. We do not disclose your personal information (whether you are a current or former customer) to anyone, except as permitted by law. Examples of circumstances when we are permitted by law to share your personal information are:

- We may share your information with our affiliated companies – the other companies that make up the Global Aerospace group, and
- We may also disclose your personal information to companies that perform services on our behalf – such as a claim adjusting company that may contact to you if you have filed a claim.

Questions

If you have any questions about our privacy practices and procedures, please do not hesitate to call us at 1-973-490-8500.

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

THROUGH

GLOBAL AEROSPACE, INC.

US HOME OFFICE: 115 TABOR ROAD, SUITE 3A
MORRIS PLAINS, NJ 07950

REGIONAL OFFICE: 115 Tabor Road
Suite 3A
Morris Plains, NJ 07950
(973) 490-8500

FOR

CITY OF ORMOND BEACH

ARRANGED BY:

BROWN AND BROWN OF FLORIDA, INC.
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

GUIDE TO THE PROVISIONS OF YOUR POLICY

PROVISION **PAGE**

This guide has been prepared to help you in reading your policy. It is not a part of the policy nor does it make reference to all of the provisions which might affect your insurance. You are therefore urged to read the entire policy carefully.

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AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

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AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

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AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT

POLICY NUMBER:
9029990

DECLARATIONS

The insurance afforded by this policy is provided by separate insurers described below and hereinafter referred to as "we", "us" or "our." The liability of these insurers is several and not joint and is specifically set out below.

THE INSURERS

American Alternative Insurance Corporation	Wilmington, Delaware	59.24%
American Commerce Insurance Company	Columbus, Ohio	10.00%
National Indemnity Company of the South	Coralville, Iowa	18.39%
Tokio Marine America Insurance Company	New York, New York	12.37%

Item 1. (a) NAMED INSURED: CITY OF ORMOND BEACH

(b) ADDRESS OF NAMED INSURED: 22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174

Item 2. POLICY PERIOD:

From October 01, 2023 12:01 A.M. to October 01, 2024 12:01 A.M.

This insurance shall commence and cease on the dates and times shown. All times shown in the policy are local time at the address of the Named Insured shown in Item 1 (b) above.

Item 3. LIMITS OF INSURANCE:

The limits of the insurance afforded by this policy are:

PART 1 - LIABILITY

1. Each ***Occurrence*** Limit: $1,000,000

2. Each ***occurrence*** sub-limit and deductible applicable to damaged property:

   Damage to ***Cargo*** Limit: NIL

   Cargo Deductible: NIL

   The sub-limit described above is part of and not in addition to the Each ***Occurrence*** Limit.

3. Supplementary payment limits for emergencies and search and rescue operations related to ***scheduled aircraft***:

   (a) NIL is the most we will pay for expenses incurred under an emergency condition for:

   (1) Application of foam on a runway;

   (2) Fire and crash control and rescue; or

   (b) The lesser of NIL or the ***insured value*** of the ***scheduled aircraft*** is the most we will pay for repositioning expenses incurred following a landing made under emergency conditions at a location where a safe takeoff cannot be made.

   (c) NIL is the most we will pay for expenses incurred for search and rescue operations.

PART 2 - PHYSICAL DAMAGE

***Scheduled Aircraft*:**

(a) Subject to Paragraph (b) below, the limit of insurance for a ***scheduled aircraft*** is its ***insured value***, less any applicable deductible.

(b) The ***insured value*** of any ***newly acquired aircraft*** or any ***scheduled aircraft*** modified during the policy period is subject to the Maximum ***Insured Value*** Limit which shall be the highest ***insured value*** of any ***scheduled aircraft*** insured at the time such ***newly acquired aircraft*** is acquired or such modified ***scheduled aircraft*** is modified.

Item 4. DESCRIPTION OF INSURED AIRCRAFT:

The insurance afforded is only as respects the ***scheduled aircraft*** shown in the Aircraft Schedule(s) made part of this policy and to any ***newly acquired aircraft***.

Item 5. AIRCRAFT USE:

All operations of the Named Insured.

Item 6. PILOTS:

The policy shall not apply while a ***scheduled aircraft*** is in ***flight*** unless the ***pilot in command*** is approved by the Named Insured and appropriately licensed for the flight being conducted.

Item 7. COVERAGE TERRITORY:

Worldwide

Item 8. POLICY ISSUING OFFICE:

This policy has been issued on our behalf through:

Global Aerospace, Inc
115 Tabor Road
Suite 3A
Morris Plains, NJ 07950

Reports or notices required to be made by you or any other insured to the Policy Issuing Office are to be made to this organization at the address shown.

Item 9. PREMIUM:

Total Premium at Inception:	$2,240
FL Surcharge:	$38

The premium and rates for all aircraft insured by this policy, other than ***newly acquired aircraft***, are as have been agreed upon. As respects ***newly acquired aircraft*** or the modification of a ***scheduled aircraft***, the premium and rates applying shall be as agreed upon between the first Named Insured and us.

This policy is completed by attachment of form UAS, the Aircraft Schedule(s) described in Item 4 and the following endorsements made part of this policy on its effective date:

UASE041
UASA121
UASA125
UASC022
UASC023
UASC025
UASC036
UASC039
UASC054
UASC064
UASC066
UASC095
UASC096
UASN004
UASD004
UASS018

IN WITNESS WHEREOF, we have caused this policy to be executed on our behalf by Global Aerospace, Inc., but this policy shall not be valid unless signed by a duly authorized representative of Global Aerospace, Inc.



Anthony R. Moschetta, Secretary
Global Aerospace, Inc.



Jeffrey S. Bruno, President
Global Aerospace, Inc.



Countersignature (Where Required)

For Global Aerospace, Inc.

AIRCRAFT SCHEDULE
(For Owned or Leased Aircraft)

1. Description of Aircraft:

Please note: ***Physical Damage*** deductibles expressed in percent format are percentages of the ***Insured Value***.

Year, Make and Model	Identification Number	***Insured Value*** (100%)	Deductibles ***In Motion***	Deductibles Not ***In Motion***
2021 SKYDIO X2	1688BE10JA007755	$22,000	10%	10%

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This schedule is effective: October 1, 2023

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

By:

UASSA (May 1, 2016)

Various provisions in this policy may restrict or limit coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. The Declarations, these provisions and any attached Aircraft Schedules and endorsements complete the policy.

Throughout this policy:

1. Words and phrases that appear in ***bold italicized*** type have special meaning (Refer to SECTION VI - DEFINITIONS);

2. The words "we", "us" and "our" refer to the insurers providing this insurance;

3. The word "insured" means the persons or organizations qualifying as such under SECTION III – WHO IS AN INSURED;

4. The words:

   (a) "First Named Insured" refer only to the first person or organization shown in Item 1 of the Declarations;

   (b) "Named Insured" refer to each person or organization shown in Item 1 of the Declarations;

   (c) "You" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy; and

5. If:

   (a) Newly formed or acquired organizations are not included in the description of the Named Insured in Item 1 of the Declarations, and

   (b) During the policy period, a Named Insured forms or acquires any organization other than a partnership, joint venture, or limited liability company,

   the words "Named Insured," "you" and "your" shall refer in like manner to any such organization formed or acquired by a Named insured. However, insurance afforded by this policy (1) applies only if there is no other insurance, similar to the insurance afforded by this policy, available to the newly formed or acquired organization and (2) continues only until the 60th day after the organization's formation or acquisition or the end of the policy period, whichever is earlier.

   The insurance afforded by this policy as respects any newly formed or acquired organization applies only to ***bodily injury*** or ***property damage*** that occurs and ***physical damage*** sustained after the organization's formation or acquisition.

SECTION I - COVERAGES

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made part of this policy, subject to all of the terms of this policy including the applicable limits of insurance, we agree with you as respects those coverages shown in Item 3 of the Declarations as follows:

PART 1 - LIABILITY

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement.**

   (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of the ownership, maintenance, or use of a ***scheduled aircraft.***

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We will have the right and duty to defend the insured against any ***suit*** seeking those damages. However, we will have no duty to defend the insured against any ***suit*** seeking damages for ***bodily injury*** or ***property damage*** to which this insurance does not apply or when this insurance is excess. We may, at our discretion, investigate any ***occurrence*** and settle any claim or ***suit*** that may result. But, the amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

(b) Our obligation to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in this policy. The terms of this insurance apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effect settlement of any claim or ***suit*** and, upon notification that we have made any such payment, the first Named Insured shall promptly reimburse us for any deductible amount we paid.

(c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in SUPPLEMENTARY PAYMENTS below.

2. **Exclusions.**

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage A.

This insurance does not apply to:

(a) EXPECTED OR INTENDED INJURY

Bodily injury or ***property damage*** expected or intended from the standpoint of the insured. This exclusion (a) does not apply to ***bodily injury*** or ***property damage*** resulting from the use of reasonable force to protect persons or property.

(b) CONTRACTUAL LIABILITY

Bodily injury or ***property damage*** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion (b) does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an ***insured contract***, provided the ***bodily injury*** or ***property damage*** occurs subsequent to the execution of the contract or agreement.

(c) WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the insured or any carrier as the insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

(d) EMPLOYER'S LIABILITY

Bodily injury to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or
(2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (d) (1) above.

This exclusion (d) applies:

(A) Whether the insured may be liable as an employer or in any other capacity; and
(B) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion (d) does not apply to liability for damages assumed in a contract or agreement that is an ***insured contract***, provided the ***bodily injury*** occurs subsequent to the execution of the contract or agreement.

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(e) DAMAGE TO PROPERTY

Property damage to property owned, occupied, rented or used by the insured or in the care, custody, or control of the insured.

Subject to the Damage to ***Cargo*** Limit and the ***Cargo*** Deductible shown in the Declarations, as respects property the insured does not own, this exclusion (e) does not apply to accidental physical loss of, injury to, or destruction of ***cargo*** while in the insured's care, custody, or control other than accidental physical loss of, injury to, or destruction of ***cargo*** caused by or resulting from:

(1) Delay, loss of market, loss of use, or any consequential loss;

(2) Gradual deterioration, moths, vermin, inherent vice, marring or scratching; or

(3) Misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the insured or any of its agents or employees.

(f) DISPENSABLE LOADS

Bodily injury or ***property damage*** resulting from the release of a ***dispensable load*** from the aircraft component of an ***unmanned aircraft system***.
Provided no part of the ***dispensable load*** consists of munitions, this exclusion (f) shall not apply to any claim or ***suit*** caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

SUPPLEMENTARY PAYMENTS

1. We will pay, as respects any claim against an insured we investigate or settle, or any ***suit*** against an insured we investigate, defend or settle:

   (a) All expenses we incur.

   (b) Up to $5,000 for the cost of bail bonds required because of ***occurrences*** or violations of laws or regulations for civil aviation arising out of the use of an aircraft component of an ***unmanned aircraft system*** to which insurance for ***bodily injury*** is afforded by Part 1. We do not have to furnish these bonds.

   (c) The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

   (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the investigation, defense or settlement of the ***suit***, including actual loss of earnings up to $500 per day, per employee because of time off from work.

   (e) All costs taxed against the insured in the ***suit***.

   (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

   (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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2. We will also pay, as respects any aircraft component of an ***unmanned aircraft system*** to which this insurance applies:

   (a) Up to the amount shown in Paragraph 3 (a) of Item 3 of the Declarations for expenses incurred by the insured under emergency conditions for charges made by other than an insured but limited to those expenses associated with labor, materials, rental of equipment, vehicles or tools for:

      (1) Application of foam on a runway; or

      (2) Fire and crash control and rescue.

   (b) Up to the amount shown in Paragraph 3 (b) of Item 3 of the Declarations for expenses incurred by the insured for relocating such aircraft component of an ***unmanned aircraft system*** to a safe takeoff location agreed to in advance by us following a landing made under emergency conditions at a location where a safe takeoff cannot be made.

   (c) Up to the amount shown in Paragraph 3 (c) of Item 3 of the Declarations for expenses incurred by the insured for search and rescue operations connected with any such aircraft component of an ***unmanned aircraft system*** to which this insurance applies, which is missing and presumed crashed, provided such expenditures are agreed to in advance by us.

   However, the payments described in:

      (1) Paragraphs (a), (b) and (c) above, do not include payments for:

         a. Any medical, hospital or funeral expense; or

         b. ***Bodily injury*** sustained by any person;

      (2) Paragraphs (a) and (c) above, do not include payments for salvage of all or part of such aircraft component of an ***unmanned aircraft system;***

      (3) Paragraph (b) above, do not include payments for any expense which qualifies as an element of the ***cost to repair*** (including any expense associated with dismantling and reassembly) if the aircraft component of an ***unmanned aircraft system*** is a ***scheduled aircraft*** which sustains ***physical damage*** to which the insurance afforded under Coverage B applies; and

      (4) Paragraph (c) above, do not include:

         a. Loss of or damage to equipment used in search and rescue operations; or

         b. Expense incurred after it has been reasonably established that there are no survivors.

3. The supplementary payments described in Paragraphs 1 and 2 will not reduce the limits of insurance.

PART 2 – PHYSICAL DAMAGE

COVERAGE B - PHYSICAL DAMAGE TO SCHEDULED AIRCRAFT

1. **Insuring Agreement.**

   We will pay for ***physical damage*** to the ***scheduled aircraft*** sustained anywhere in the ***coverage territory*** during the policy period. But, the amount we will pay for ***physical damage*** to the ***scheduled aircraft*** is limited as described in SECTION IV - LIMITS OF INSURANCE.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in Conditions below.

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2. **Exclusions.**

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage B.

This insurance does not apply to ***physical damage***:

DAMAGE TO TIRES

To tires installed on the ***scheduled aircraft*** caused by any peril other than fire, theft, vandalism or malicious mischief. This exclusion does not apply if such ***physical damage*** is the direct result of other ***physical damage*** covered by this policy.

3. **Conditions.**

In addition to the conditions contained in SECTION V - POLICY CONDITIONS, the following conditions apply to Coverage B:

(a) Your Additional Duties.

You shall:

(1) Protect the damaged property whether or not the insurance afforded by this policy applies and if you fail to do so, we shall have no obligation to pay for any further ***physical damage*** due to your failure to protect the damaged property; reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request.

(2) File with us within ninety-one (91) days after ***physical damage***, sworn proof of loss in such form and including such information as we may reasonably require and shall, upon our request, submit to examination under oath, exhibit the damaged property and produce for our examination all pertinent records and invoices, permitting copies of such documents to be made, all at such reasonable times and places as we shall designate.

(3) Do all things necessary to arrange for transfer of your interest in any salvage to us or our nominee.

(b) Adjustment and Payment.

(1) We will adjust all claims for ***physical damage*** for which insurance is afforded by this policy with the first Named Insured only; and

(2) Any payment we make for ***physical damage*** will be made to the first Named Insured for the account of all interests.

(c) Appraisal.

If we fail to reach agreement with the first Named Insured as to the value of the damaged property, or the ***cost to repair*** the ***physical damage***, an appraisal may be demanded by either party. In this event, each party shall select a competent appraiser. The appraisers shall select a competent and impartial umpire. The appraisers shall appraise the value of the damaged property, or the ***cost to repair*** the ***physical damage*** and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the value of the damaged property, or the ***cost to repair*** the ***physical damage***. Each party will pay its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. We shall not be held to have waived any of our rights by any act relating to appraisal.

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(d) No Benefit to Others.

No person or organization, other than you, having custody of property insured under Part 2 will benefit from this insurance.

(e) Salvage.

After we have made payment for ***physical damage***, we become the beneficiary of all salvaged property. There shall be no abandonment without our consent.

(f) Recovered Property.

If either you or we recover any property after we have made payment for ***physical damage***, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits of insurance.

(g) Application of Deductible.

In the event that two or more ***scheduled aircraft*** are covered by this policy, the applicable deductible shall apply separately to each. The amount specified as a deductible does not apply to ***physical damage*** caused by:

(1) Lightning, theft, robbery or pilferage; or

(2) Fire or explosion, if such fire or explosion is not the result of collision of the aircraft while ***in motion***.

(h) Automatic Increase in Insured Value of Scheduled Aircraft.

Subject to the Maximum ***Insured Value*** Limit shown in the Declarations, the ***insured value*** of any ***scheduled aircraft*** that is modified shall automatically increase to reflect the additional cost, if any, of such modification, provided that you notify the Policy Issuing Office shown in the Declarations of such increase in the ***insured value*** within sixty (60) days following the completion of such modification and the first Named Insured agrees to pay the additional premium we require.

(i) Automatic Reinstatement.

In the event of ***physical damage*** that is not a ***total loss***, whether or not Coverage B of this policy applies, the ***insured value*** of the ***scheduled aircraft*** shall be reduced as of the time of ***physical damage*** by the ***cost to repair*** the ***physical damage***. Upon the commencement of repairs, the ***insured value*** shall be increased by the value of the completed repairs until the ***insured value*** of the ***scheduled aircraft*** is fully restored or this policy terminates, whichever occurs first.

(j) Premium Fully Earned After Total Loss.

In the event of a ***total loss*** to a ***scheduled aircraft***, after the Company has made payment in accordance with the provisions of this policy, the premium for such s***cheduled aircraft*** shall be fully earned.

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SECTION II – GENERAL POLICY EXCLUSIONS

Other provisions of this policy may limit or exclude insurance coverage. You are therefore urged to read the entire policy carefully.

1. **TRADE OR ECONOMIC SANCTIONS AND CONFORMITY WITH LAW**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations, including but not limited to those administered and enforced by the Office of Foreign Asset Control of the United States Treasury Department, prohibit us from providing insurance or paying claims. If the provisions of this policy are in conflict with any other laws or regulations in force in any jurisdiction where this policy is in effect, this policy will conform to those laws or regulations.

2. **GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES:**

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION

(1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(3) Strikes, riots, civil commotions or labor disturbances.

(4) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(5) Any malicious act or act of sabotage.

(6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.

(7) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or any of its crew members in ***flight*** (including any attempt at such seizure or control) made by any person or persons acting without the consent of the insured.

Furthermore, this policy does not cover claims or ***suits*** arising while the aircraft is outside the control of the insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the insured on the safe return of the aircraft to the insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

(b) ELECTRONIC DATE RECOGNITION

(1) The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

a. The change of year from 1999 to 2000; or

b. The change of date from August 21, 1999 to August 22, 1999;

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By any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any insured or of others; or

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by any insured or for any insured or by any third party to determine, rectify or test for any potential or actual problems described in Paragraph (1) above.

(c) NUCLEAR RISKS

(1) Injury or damage:

a. With respect to which the insured under this policy is also an insured under any:

(i) Nuclear energy liability policy, or

(ii) Other policy that affords insurance equivalent to that described in Paragraphs A. and B. below.

b. Resulting from the hazards described in Paragraphs (2), (3) and (4) below with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(ii) The insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof;

(2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(3) The radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto; or

(4) Ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

This exclusion (c) is subject to the following:

A. Any such radioactive material or other radioactive source referred to in Paragraphs (3) and (4) above shall not include:

(i) Depleted uranium and natural uranium in any form;

(ii) Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

B. ***Bodily injury***, ***property damage***, or ***physical damage*** in respect of the nuclear risks not excluded by reason of the preceding paragraph shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:

(i) In the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) This policy shall only apply to an incident happening during the period of this policy and where any claim by the insured against us or by any claimant against the insured arising out of such incident shall have been made within three years after the date thereof;

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(iii) In the case of any claim for ***physical damage*** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm² (10^{-4} microcuries/cm²)
All other emitters	Not exceeding 0.4 Becquerels/cm² (10^{-5} microcuries/cm²)

(iv) We may cancel coverage afforded hereby by mailing or delivering to the first Named Insured written notice of cancellation at least seven days before the effective date of cancellation.

(d) MUNITIONS

Any discharge or release of munitions whether intentional or unintentional.

3. **GENERAL EXCLUSIONS APPLICABLE TO PART 1 - LIABILITY ONLY:**

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) ASBESTOS

(1) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

(2) Any obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion 3.(a) shall not apply to any claim or ***suit*** caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of:

A. Any claim or ***suit*** excluded under Paragraphs (1) or (2) above; or

B. Any such obligation, request, demand, order, or statutory or regulatory requirement described in Paragraph (2) above.

(b) NOISE, POLLUTION AND OTHER PERILS

(1) Noise (whether audible to the human ear or not) or vibration, sonic boom, and any phenomena associated therewith,

(2) Pollution and contamination of any kind whatsoever,

(3) Electrical and electromagnetic interference, or

(4) Interference with the use of property,

unless caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

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Nothing in this exclusion 3(b) shall override any radioactive contamination or other exclusion clause made part of this policy.

(c) EMPLOYMENT RELATED PRACTICES

Employment-related practice directed at, termination of the employment of, or refusal to employ any person; or any injury to any other person resulting from any such practice, termination, or refusal.

This exclusion 3(c) applies:

(1) Whether the injury takes place before, during or after a person's employment;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of injury.

SECTION III – WHO IS AN INSURED

1. You are an insured as respects all coverages.

2. As respects PART 1 - LIABILITY, the following are insureds if you are:

(a) An individual: your spouse and your employees, if any, but only with respect to their duties as your employees. If you die:

(1) Until your legal representative has been appointed, any person or organization having proper temporary custody of your property is an insured, but only with respect to liability arising out of the maintenance or use of that property; and

(2) Upon their appointment, your legal representative is an insured, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

(b) A partnership or joint venture: your members or partners and employees, but only with respect to their duties as your members, partners, or employees.

(c) A limited liability company: your members, managers and employees, but only with respect to their duties as your members, managers, or employees.

(d) An organization other than a partnership, joint venture or limited liability company: your stockholders, directors, executive officers and employees, but only with respect to their duties as your stockholders, directors, executive officers, or employees.

(e) A trust: your trustees and employees, but only with respect to their duties as your trustees or employees.

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SECTION IV – LIMITS OF INSURANCE

1. As respects PART 1 - LIABILITY:

   (a) The Limits of Insurance shown in the Declarations or Aircraft Schedule(s) made part of this policy and the rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) Claims made or ***suits*** brought; or

      (3) Persons or organizations making claims or bringing ***suits***.

   (b) The Each ***Occurrence*** Limit is the most we will pay for damages under Coverage A, because of all ***bodily injury*** and ***property damage*** arising out of any one ***occurrence***.

   (c) If any aggregate limits of insurance and aggregate deductibles are shown in this policy, they apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance or deductible. No aggregate limit shall be increased by successive claims or ***suits*** or from ***occurrence*** to ***occurrence***.

   (d) The limits that shall automatically apply to a ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).

2. As respects PART 2 - PHYSICAL DAMAGE, the Limits of Insurance shown in the Declarations and Aircraft Schedule(s) and the rules below fix the most we will pay for ***physical damage*** to the ***scheduled aircraft*** insured under Coverage B:

   (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***scheduled aircraft*** or the actual cost to replace the ***scheduled aircraft*** with an aircraft of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this policy. Upon paying for a ***total loss***, we will have no obligation to pay for further ***physical damage*** to such ***scheduled aircraft***.

   (b) Any increase in ***insured value*** due to modification of the ***scheduled aircraft*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.

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SECTION V – POLICY CONDITIONS

This policy is subject to the following conditions:

1. Conformity With Law.

   If the terms of this policy are in conflict with or inconsistent with the laws of any jurisdiction where this policy is in effect, this policy will conform to those laws.

2. Titles of Paragraphs.

   The titles of the various paragraphs of this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

3. Representations.

   By accepting this policy, you agree:

   (a) The statements in the Declarations are accurate and complete;

   (b) Those statements are based upon representations you made to us; and

   (c) We have issued this policy in reliance upon your representations

   .

4. Premiums.

   The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

5. Changes.

   This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued on our behalf by the Policy Issuing Office shown in the Declarations and made a part of this policy.

6. Cancellation.

   (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      (1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

      (2) thirty (30) days before the effective date of cancellation if we cancel for any other reason.

   (c) We will mail or deliver our notice to the last mailing addresses known to us for the first Named Insured.

   (d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

   (f) If notice is mailed, proof of mailing shall be sufficient proof of notice.

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7. Transfer of Your Rights and Duties Under This Policy.

   Your rights and duties under this policy may not be transferred without our written consent except in the case of the death of an individual Named Insured.

   If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having lawful temporary custody of your property will have your rights and duties applicable to PART 1 - LIABILITY but only with respect to that property.

8. Bankruptcy.

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

9. Legal Action Against Us.

   No person or organization has a right under this policy to join us as a party or otherwise bring us into a ***suit*** asking for damages from an insured or to sue us on this policy unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance.

   An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

   Each of the insurers appoints the Policy Issuing Office shown in the Declarations, as duly authorized agent for service of process. Service of process shall be made upon Policy Issuing Office at the address shown in the Declarations. However, we do not waive our right to commence an action in any court or venue of competent jurisdiction or to seek a transfer to another court or venue as permitted by law.

10. Transfer of Rights of Recovery Against Others to Us.

    If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring ***suit*** or transfer those rights to us and help us enforce them.

11. Separation of Insureds.

    Except with respect to the limits of insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

    (a) As if each Named Insured were the only Named Insured; and

    (b) Separately to each insured against whom claim is made or ***suit*** is brought.

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12. Duties in the Event of Occurrence, Physical Damage, Claim or Suit.

(a) You must see to it that the Policy Issuing Office shown in the Declarations is notified as soon as practicable of an ***occurrence*** that may result in a claim or ***suit***, or of any ***physical damage*** sustained that may result in a claim. In the event of theft, robbery or pilferage you shall also give notice to the police. To the extent possible, notice should include:

(1) How, when and where the ***occurrence*** or ***physical damage*** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the ***occurrence*** or ***physical damage***.

(b) If a claim is made or ***suit*** is brought against any insured, you and any other involved insured must immediately:

(1) Record the specifics of the claim or ***suit*** and the date received; and

(2) Send copies of any demands, notices, summonses or legal papers received in connection with the claim or ***suit*** to the Policy Issuing Office shown in the Declarations.

(c) You and any other involved insured must:

(1) Authorize the Policy Issuing Office shown in the Declarations to obtain records and other information;

(2) Cooperate with the Policy Issuing Office shown in the Declarations in the investigation or settlement of the claim or defense against the ***suit***; and

(3) Assist the Policy Issuing Office shown in the Declarations, upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

(d) No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Policy Issuing Office shown in the Declarations.

13. Inspections and Surveys.

(a) We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

(b) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

(c) Paragraphs (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

(d) Paragraph (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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14. Examination of Your Books and Records.

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

15. Premium Audit.

(a) We will compute all premiums for this policy in accordance with our rules and rates.

(b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

(c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

16. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss covered by this policy, our obligations are limited as follows:

(a) Primary Insurance

This insurance is primary except when Paragraph (b) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph (c) below.

(b) Excess Insurance

This insurance is excess over any other primary insurance available to you, covering liability for damages to which this policy applies, for which you have been added as an insured.

When this insurance is excess, we will have no duty arising from any coverage afforded by this policy to defend the insured against any ***suit*** if any other insurer has a duty to defend the insured against that ***suit***. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts set forth in all that other insurance.

When the insurance afforded by this policy is excess over any other insurance, then the limits of insurance shown in this policy shall be reduced by the applicable limits of such other insurance if such other insurance shall have been written through Global Aerospace Underwriting Managers Limited or any of its subsidiaries or subsidiaries thereof.

Using the method described in (c) below, we will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in this policy.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

17. Automatic Insurance for Newly Acquired Aircraft.

    (a) The coverages that shall automatically apply to the ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).

    (b) Refer to SECTION IV - LIMITS OF INSURANCE for the limits of insurance applicable to ***newly acquired aircraft***.

18. Failure to Give Notice.

    Inadvertent failure to give notice or other information to the Policy Issuing Office shown in the Declarations, as required by this policy will not relieve us of our obligations set forth in this policy, provided that any such inadvertent failure is corrected as soon as possible after coming to the attention of you or your Insurance Department, if any.

19. Financial Responsibility Laws.

    When this policy is certified as proof of financial responsibility for the future under the provisions of any financial responsibility law applicable to aircraft, such insurance as is afforded by this policy for ***bodily injury*** liability and ***property damage*** liability shall comply with the provisions of such law to the extent of the coverage and limits of insurance required by such law, but in no event in excess of the Limits of Insurance shown in the Declarations of this policy. The insured agrees to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

20. Two or More Scheduled Aircraft.

    When the insurance afforded by this policy applies to two or more ***scheduled aircraft***, the terms of this policy shall apply separately to each.

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SECTION VI – DEFINITIONS

When appearing in this policy:

Bodily injury means physical injury sustained by a person and includes

(a) Mental anguish, sickness or disease; or

(b) Death

resulting therefrom.

Cargo:

(a) Means property while being loaded, unloaded, or carried on board the aircraft component of an ***unmanned aircraft system***.

(b) Does not include:

(1) Property installed on the aircraft component of an ***unmanned aircraft system***;

(2) Live animals, birds, reptiles, fish, or plants;

(3) Accounts, deeds, evidences of debt, mail, money, notes, securities, bullion, credit cards, furs, fur garments, jewelry, precious stones, valuable papers and records, paintings, statuary or other works of art, or other articles of extraordinary value; or

(4) ***Payload***

Cost to repair:

(a) Means the sum of:

(1) The necessary cost of transporting, by the least expensive reasonable means, the damaged property, replacement parts and tools to the place of repair and the repaired property from the place of repair to the nearest of the place of accident or home airport or heliport; and

(2) The actual cost of:

a. Inspection, required by a manufacturer, to investigate the full extent of ***physical damage***;

b. Using materials and parts of like kind and quality to repair or replace damaged property or replace missing property;

c. Labor charged at straight time rates to effect such repair or replacement; and

d. Reasonable overhead, but only for that portion of the repairs actually made by you.

(b) Does not include the cost of:

(1) That part of any repair or replacement that results in better than like kind and quality; or

(2) Repair or replacement of any property that has not sustained ***physical damage***.

Coverage territory means the territory shown in the Declarations.

Civil aviation authority means the duly constituted agency or authority of a sovereign power having jurisdiction over civil aviation within its borders.

Dispensable load means ***cargo*** configured to be dispensed from an aircraft in ***flight***.

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Flight means:

(a) As respects any aircraft other than a glider without self-launch capability or lighter-than-air aircraft, the time commencing with the application of power for takeoff and continuing until (1) the completion of the decelerating run after touching down or (2) touching down in the case of a vertically landed aircraft;

(b) As respects a glider without self-launch capability, the time commencing with the application of power for takeoff to the tow aircraft and continuing until the glider comes to rest after landing; and

(c) As respects a lighter-than-air aircraft, the time commencing with the release of moorings and continuing until the application of moorings.

In motion means:

(a) While the aircraft is in ***flight***, moving under its own power or the momentum generated therefrom, or on water and not moored; or

(b) If the aircraft is a rotorcraft, anytime that the rotors are rotating.

Insured contract means a hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport, heliport or a related facility.

Insured value means:

(a) As respects any ***scheduled aircraft*** which is shown in the Aircraft Schedule(s), the amount shown as part of the description of the aircraft; or

(b) As respects any ***scheduled aircraft*** which is a ***newly acquired aircraft***, the lesser of the Maximum ***Insured Value*** Limit shown in the Declarations or:

(1) If purchased by you, the actual cost to you.

(2) If leased to you, the amount for which you have agreed to insure the property, as required by the lease.

Newly acquired aircraft means the aircraft component of an ***unmanned aircraft system*** that has been certified for ***flight*** by a ***civil aviation authority***, which you acquire after the beginning of the policy period by purchase or by exclusive written lease for a period in excess of thirty (30) days; but, only if:

(a) It is in addition to and of the same make and model as an aircraft component of an ***unmanned aircraft system*** shown in the Aircraft Schedule(s);

(b) On the acquisition date, there is no other insurance, similar to the insurance afforded by this policy, in effect for such aircraft; and

(c) You report the acquisition to the Policy Issuing Office shown in the Declarations within sixty (60) days of the acquisition and agree to pay the additional premium we require.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Payload means equipment that is capable of enhancing the utility of the aircraft component of an ***unmanned aircraft system*** on which it may or may not be installed, the value of which is to be treated separately from that of a ***scheduled aircraft*** and not included in the ***insured value*** thereof. However, ***payload*** shall not include ***dispensable loads***.

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Physical damage:

(a) Means direct, physical, and accidental:

(1) Loss of, or

(2) Damage to

all or part of the property insured under PART 2 – PHYSICAL DAMAGE.

(b) Does not include any of the following, however caused:

(1) Loss of use.

(2) Any residual decrease in value after repairs are completed.

(3) Loss of the aircraft component of an ***unmanned aircraft system*** that has disappeared after the commencement of a ***flight*** you permitted until it has been missing and not reported for thirty (30) days.

(4) The damage confined to wear and tear, freezing, depletion, rust, corrosion, erosion, or any other form of gradual deterioration.

(5) The damage confined to mechanical or electrical breakdown, failure, or malfunction.

(6) The damage confined to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof resulting from mechanical or electrical breakdown, failure, or malfunction of any of its components, accessories, or parts.

(7) Heat damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof which occurs during the operation, attempted operation, or shutdown of the engine or unit.

(8) The damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof that has been contacted by a foreign object except where such damage is the result of a single recorded incident sustained during the policy period which is of sufficient severity, when such damage is discovered, to require immediate repairs in compliance with the requirements of the engine or unit manufacturer.

Pilot in command means the pilot responsible for the operation and safety of the aircraft.

Property damage means:

(a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the ***occurrence*** that caused it.

Scheduled aircraft means the aircraft component of an ***unmanned aircraft system*** that has been certified for ***flight*** by a ***civil aviation authority*** and which is shown in the Aircraft Schedule(s), and also

(a) any ***newly acquired aircraft***;

(b) the propulsion system and parts and equipment installed in or on the aircraft component of the ***unmanned aircraft system***:

(1) while installed; and

(2) while temporarily removed until replacement has commenced:

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a. removed parts which are intended to be replaced with similar parts shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that the replacement part comes into physical contact with the aircraft component of an ***unmanned aircraft system***;

b. removed parts which are not intended to be refitted to or replaced on the aircraft component of an ***unmanned aircraft system*** shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that such parts are no longer in physical contact with the aircraft component of an ***unmanned aircraft system****;*

(c) tools and equipment in the aircraft component of an ***unmanned aircraft system*** which have been designed for use with the aircraft component of an ***unmanned aircraft system*** and are ordinarily carried therein.

However, ***scheduled aircraft*** shall not include ***payload.***

Suit means a civil proceeding in which damages because ***of bodily injury*** or ***property damage*** to which this insurance applies are alleged, and

(a) An arbitration proceeding in which such damages are claimed;

(b) Any other alternative dispute resolution proceeding in which such damages are claimed;

and to which the insured must submit or does submit with our consent.

Total loss means ***physical damage*** to ***scheduled aircraft***:

(a) Resulting in loss of the entire ***scheduled aircraft***, or

(b) Where the ***cost to repair*** exceeds 75% of the ***insured value*** of the ***scheduled aircraft***.

Unmanned aircraft system means a complete system, certified as such by a ***civil aviation authority***, consisting of an aircraft and the associated equipment needed for its operation and remote control.

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ELECTRONIC DATA EVENT LIABILITY EXCLUSION

It is agreed that in addition to all other exclusions contained in the policy or its endorsements, the insurance afforded by this policy does not apply to:

(1) Any injury that is solely mental injury, mental anguish, shock or fright, in any form, caused by:

(a) a delay in, cancellation of or failure to provide air transportation or associated services; or

(b) unauthorized access to or use of confidential, proprietary or personal information of a person or organization; or

(2) ***Property damage*** to ***electronic data***

arising out of a ***data event*** unless resulting from a crash, fire explosion, collision or a recorded in-flight emergency causing abnormal aircraft operation.

This exclusion does not apply to disclosure of confidential, proprietary or personal information of a person or organization unless wholly or partly caused by malicious computer code or by any person who is not an insured.

As used in this endorsement:

Data event means any access to, inability to access, inability to properly manipulate, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of ***electronic data***.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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ADDITIONAL INSURED

In consideration of the payment of the premium for this policy, it is agreed that solely as respects an ***occurrence*** arising out of the ownership, maintenance or use of a ***scheduled aircraft*** and solely to the extent required in an agreement with you for the use of a ***scheduled aircraft***, the following provisions shall apply:

1. Subject to the policy exclusions and Paragraph 2 below, and to no greater extent than the scope of the insurance afforded by this policy, as respects the insurance afforded by Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, policy SECTION III – WHO IS AN INSURED is extended to include any person or organization, but only as respects your use of a ***scheduled aircraft***, and only as respects his, her, or its liability because of your acts or omissions.

2. No person or organization described in paragraph 1 above, or agent or employee thereof, is an Insured if engaged in the manufacture, maintenance, repair, or sale of aircraft, aircraft engines, components or accessories, or in the operation of any airport, hangar, flying school, flight service, or aircraft or piloting service, as respects any ***occurrence*** arising out of such activity.

3. The insurance afforded by this endorsement shall be primary without right of contribution by any other valid and collectible insurance available to any person or organization described in paragraph 1 above.

4. Unless otherwise indicated in the policy, we waive any right of recovery we may have against any person or organization described in paragraph 1 above because of payments we make for ***physical damage*** in accordance with Coverage B - PHYSICAL DAMAGE TO SCHEDULED AIRCRAFT, but only to the same extent that you have waived your right of recovery for such ***physical damage*** against such person or organization.

5. If we cancel this policy we will give written notice to each person or organization described in paragraph 1 above at least:

   (a) ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or

   (b) thirty (30) days before the effective date of cancellation if we cancel for any other reason.

6. If we require any material change that is adverse to the interest of any person or organization described in paragraph 1 above, we will give thirty (30) days written notice to each person or organization described in paragraph 1 above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: 

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AMENDMENT OF DEFINED TERMS

In consideration of the payment of the premium for this policy, it is agreed that the definitions of ***Scheduled aircraft***, ***Newly acquired aircraft*** and ***Unmanned aircraft system*** that appear in **SECTION VI - DEFINITIONS** are deleted in their entirety and replaced with the following:

Scheduled aircraft means the aircraft component of an ***unmanned aircraft system*** that is shown in the Aircraft Schedule(s), and also

(a) any ***newly acquired aircraft***;

(b) the propulsion system and parts and equipment installed in or on the aircraft component of the ***unmanned aircraft system***:

(1) while installed; and

(2) while temporarily removed until replacement has commenced:

a. removed parts which are intended to be replaced with similar parts shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that the replacement part comes into physical contact with the aircraft component of an ***unmanned aircraft system***;

b. removed parts which are not intended to be refitted to or replaced on the aircraft component of an ***unmanned aircraft system*** shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that such parts are no longer in physical contact with the aircraft component of an ***unmanned aircraft system****;*

(c) tools and equipment in the aircraft component of an ***unmanned aircraft system*** which have been designed for use with the aircraft component of an ***unmanned aircraft system*** and are ordinarily carried therein.

However, ***scheduled aircraft*** shall not include ***payload.***

Newly acquired aircraft means the aircraft component of an ***unmanned aircraft system*** which you acquire after the beginning of the policy period by purchase or by exclusive written lease for a period in excess of thirty (30) days; but, only if:

(a) It is in addition to and of the same make and model as an aircraft component of an ***unmanned aircraft system*** shown in the Aircraft Schedule(s);

(b) On the acquisition date, there is no other insurance, similar to the insurance afforded by this policy, in effect for such aircraft; and

(c) You report the acquisition to the Policy Issuing Office shown in the Declarations within sixty (60) days of the acquisition and agree to pay the additional premium we require.

Unmanned aircraft system means a complete system consisting of an aircraft and the associated equipment needed for its operation and remote control.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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LIABILITY COVERAGE
(Applicable to the WAR, HI-JACKING AND OTHER PERILS EXCLUSION)

In consideration of the payment of the premium for this policy, it is agreed that sub-paragraphs (1), (3), (4), (5), (6) and (7) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION are deleted as respects the Liability Coverages afforded by this policy. This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. Exclusion applicable only to any insurance afforded as respects the deletion of sub-paragraph (1) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION:
   This insurance shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

2. Limitation of Liability:

   The limit of our liability as respects the insurance afforded by this endorsement shall be a sub-limit of $50,000,000 or the applicable policy limit whichever the lesser any one ***occurrence*** and in the annual aggregate. This sub-limit shall apply within the full policy limit and not in addition thereto.

3. Automatic Termination:

   To the extent provided below, insurance afforded by this endorsement shall terminate automatically in the following circumstances:

   (a) All insurance:

   Upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;

   (b) Any insurance afforded in respect of the deletion of sub-paragraph (1) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION:

   Upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft may be involved;

   (c) All insurance in respect of any aircraft requisitioned for either title or use:

   Upon such requisition;

   provided that if an aircraft is in the air when (a), (b) or (c) occurs, then the insurance afforded by this endorsement (unless otherwise canceled, terminated or suspended) shall continue in respect of such aircraft until completion of its first landing thereafter.

4. Review and Cancellation:

(a) Review of Premium and/or Geographical Limits (7 days)

We may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (b) above, we may give notice of cancellation of one or more parts of the insurance afforded by this endorsement by reference to sub-paragraphs (3), (4), (5), (6) and/or (7) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION - such notice to become effective on the expiry of forty-eight (48) hours from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(c) Cancellation (7 days)

The insurance afforded by this endorsement may be canceled by either us or the First Named Insured giving notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(d) Notices

All notices referred to in this endorsement shall be in writing.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: 

PHYSICAL DAMAGE COVERAGE
(Applicable to the War, Hi-jacking and Other Perils Exclusion)

In consideration of the payment of the premium for this policy, and solely as respects the aircraft, ***ground equipment*** and ***payloads*** described in the schedule of this endorsement, it is agreed that sub-paragraphs (1), (3), (4), (5), (6) and (7) of **SECTION II – GENERAL POLICY EXCLUSIONS,** Exclusion 2(a), the War, Hi-jacking and Other Perils Exclusion, of this policy are deleted as respects the Physical Damage Coverage afforded by this policy. This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. This insurance shall only apply to the extent that the loss or damage is not otherwise excluded by sub-paragraph (2) of **SECTION II – GENERAL POLICY EXCLUSIONS,** Exclusion 2(a), the War, Hi-jacking and Other Perils Exclusion.

2. The limits of our liability as respects the insurance afforded by this endorsement shall not exceed, in the aggregate during the policy period, the lesser of:

   (a) the sum of the ***Insured Values*** of the aircraft, ***ground equipment*** and ***payloads*** described in the schedule of this endorsement on the date of loss, or

   (b) $300,000,000.

3. (a) Amendment of Terms or Cancellation:

   We may give notice, effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the first Named Insured set forth in the policy on the day after which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or the geographical limits not being accepted by the first Named Insured then at the expiry of the said seven (7) days, this endorsement shall become canceled at that date.

   (b) Automatic Review of Terms or Cancellation:

   Notwithstanding 3 (a) above, this endorsement is subject to automatic review by us of the rate of premium and/or conditions and/or geographical limits effective on the expiry of seven (7) days from the time of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft described in the schedule of this endorsement may be involved. In the event of the review of the rate of premium and/or conditions and/or the geographical limits not being accepted by the first Named Insured then at the expiry of the said seven (7) days, this endorsement shall become canceled at that date.

   (c) Cancellation by Notice:

   This endorsement may be canceled by us or the first Named Insured giving notice not less than seven (7) days prior to the end of each period of three (3) months from inception.

4. Automatic Termination:

Whether or not such notice of cancellation has been given, this endorsement shall terminate automatically upon the outbreak of war (whether there be a declaration of war or not) between any of the following states: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China. Provided that if an aircraft described in the schedule of this endorsement is in ***flight*** when such outbreak of war occurs then this endorsement, subject to its terms and conditions and provided it is not otherwise canceled, terminated or suspended, will be continued as respects such aircraft until such aircraft has completed its first landing thereafter.

5. As used in this endorsement, ***ground equipment*** means the non-aircraft components of an ***unmanned aircraft system***. However, ***ground equipment*** shall not include ***payload***.

SCHEDULE

Year, Make, Model & Identification Number

SKYDIO CONTROLLER, SEC-35CV
2021 SKYDIO X2, 1688BE10JA007755

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

ELECTRONIC DATE RECOGNITION EXCLUSION
LIMITED COVERAGE ENDORSEMENT

In consideration of the premium charged and to the extent such coverage is afforded by the policy, the Electronic Date Recognition Exclusion shall not apply to:

1. any of the Physical Damage coverages, if any, provided by the policy; or

2. any sums which the ***insured*** shall become legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** caused by an ***occurrence***.

Notwithstanding paragraph 2 above, this endorsement shall not apply to:

(a) any coverage for loss of use caused by an ***occurrence*** during the policy period arising out of subparagraph (1) or (2) of the Electronic Date Recognition Exclusion unless such loss of use also arises out of additional injury in the form of physical injury to or destruction of tangible property; or

(b) any coverage for grounding; or

(c) any coverage applying in excess of any scheduled underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: 

MEDICAL EXPENSES COVERAGE

In consideration of the premium, it is agreed that we will pay all reasonable ***medical expenses*** incurred within one (1) year from the date of injury, to or for each person who sustains ***bodily injury*** caused by an ***occurrence*** arising out of the ***premises hazard*** or the ownership, maintenance or use of a ***scheduled aircraft.***

1. EXCLUSION

   In addition to the exclusions contained in **SECTION II – GENERAL POLICY EXCLUSIONS**, the insurance afforded by this endorsement does not apply to ***medical expenses*** incurred by or for any employee of the insured to the extent that any such expenses are payable under any worker's compensation or disability benefits law, or under any similar law.

2. LIMITS OF LIABILITY

   Our total liability for all ***medical expenses*** incurred by or on behalf of each person as the result of any one ***occurrence*** shall not exceed $5,000.

3. CONDITION

   In addition to the Conditions contained in **SECTION V – POLICY CONDITIONS**, the following condition applies to the insurance afforded by this endorsement:

   Medical Reports: Proof and Payment of Claim**.**

   As soon as practicable the injured person or someone on that person's behalf shall give to us written proof of claim, under oath if required, and shall, after each request from us, execute authorization to enable us to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by us when and as often as we may reasonably require. We may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable for such injury. Payment for ***medical expenses*** shall not constitute an admission of liability of any person or organization or of us.

4. DEFINITIONS

   The following definition is added to **SECTION VI - DEFINITIONS**:

   Medical Expenses means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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LIABILITY FOR SALE OF UNMANNED AIRCRAFT SYSTEMS, PARTS OR SERVICES

In consideration of the premium paid for this policy, it is agreed that:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of:

   (a) ***unmanned aircraft systems*** that you have either sold or relinquished from an exclusive written lease; or

   (b) materials, parts, equipment, fuel, lubricants or services for ***unmanned aircraft systems*** of others provided or performed by you on a not-for-profit basis,

   but only if the ***bodily injury*** or ***property damage*** occurs after physical possession of such ***unmanned aircraft systems***, materials, parts, equipment, fuel or lubricants has been relinquished to others or any services have been completed.

2. The insurance afforded by this endorsement does not apply to liability for ***bodily injury*** or ***property damage*** arising out of the sale or relinquishment from an exclusive written lease of ***unmanned aircraft systems*** if the insured is in the business of the manufacture, distribution or sale of ***unmanned aircraft systems***.

3. The limit of the insurance afforded by this endorsement is equal to the Each ***Occurrence*** limit shown in the Declarations, each ***occurrence***, which shall be part of and not in addition to the Each ***Occurrence*** limit shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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TERRORISM RISK INSURANCE ACT OF 2002 COVERAGE
(As Modified and Extended by: The Terrorism Risk Insurance Extension Act of 2005 and The Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015 and 2019)

In consideration of the payment of the premium for this policy, it is agreed that:

1. As respects the provisions of the federal Terrorism Risk Insurance Act of 2002, as amended, hereinafter referred to as 'the Act,' the policy to which this endorsement is attached is hereby amended to afford coverage in compliance with and only to the extent required by the provisions of the Act. Otherwise, all terms, conditions and exclusions remain unchanged and apply to the insurance afforded by this endorsement to the extent permitted by the provisions of the Act. The Act has been modified and extended by the Terrorism Risk Insurance Extension Act of 2005, and the Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015 and 2019.

2. The provisions of the Act state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2027." Unless the program is renewed, extended or otherwise continued by the federal government, the insurance afforded by this endorsement shall terminate as of the date when any one or more of the following first occurs:

   (a) the policy period ends;

   (b) the federal Terrorism Risk Insurance Program has terminated either in its entirety or as respects the type of insurance provided by this policy; or

   (c) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available as respects the type of insurance afforded by this policy.

3. If the insurance afforded by this endorsement is not terminated in accordance with the provisions of paragraph 2 (b) or (c) above, insurance will remain in force without change for the remainder of the policy period, unless we notify the first Named Insured of any such change in response to any change in the federal law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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PREMISES COVERAGE

1. In consideration of the premium, it is agreed that the COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY Insuring Agreement is deleted and replaced with the following:

   1. **Insuring Agreement.**

      (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of the ownership, maintenance, or use of a ***scheduled aircraft*** or the ***premises hazard.***

      We will have the right and duty to defend the insured against any ***suit*** seeking those damages. However, we will have no duty to defend the insured against any ***suit*** seeking damages for ***bodily injury*** or ***property damage*** to which this insurance does not apply or when this insurance is excess. We may, at our discretion, investigate any ***occurrence*** and settle any claim or ***suit*** that may result. But, the amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGE A.

      (b) Our obligation to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in this policy. The terms of this insurance apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effect settlement of any claim or ***suit*** and, upon notification that we have made any such payment, the first Named Insured shall promptly reimburse us for any deductible amount we paid.

      (c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in SUPPLEMENTARY PAYMENTS under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

2. The following definitions are added to **SECTION VI – DEFINITIONS:**

   Auto means a land vehicle, including any trailer, that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   Mobile equipment:

   (a) means a vehicle which is maintained for use exclusively on or next to ***premises*** on an airport or heliport;

   (b) includes any special use vehicle designed for the maintenance, servicing or handling of ***scheduled aircraft***; and

   (c) does not include an ***auto.***

   Premises means locations you use in connection with the storage, maintenance, or use of ***scheduled aircraft***.

   Premises hazard means the ownership, maintenance, or use of ***premises***, including the use of an ***auto*** and the use of ***mobile equipment***, other than ***bodily injury*** or ***property damage*** arising out of

   (a) the ownership, maintenance, use, or entrustment to others of an ***auto*** other than on that part of an airport or heliport normally restricted to the movement, parking or storage of aircraft;

   (b) Goods or products designed, manufactured, sold, handled or distributed by:

      (1) you or by others trading under your name, or

      (2) the insured, other than you, or by others trading under its name,

      after physical possession of the goods or products had been relinquished to others.

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(c) Services:
(1) you have performed or that others have performed on your behalf, or
(2) the insured, other than you, has performed or that others have performed on its behalf,
including any materials, parts or equipment furnished in connection with such services, after any such service has been completed.

3. In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to the insurance afforded by this endorsement.

In respect of the ***Premises Hazard***, this insurance does not apply to:

(a) ***bodily injury*** or ***property damage*** arising out of the use of ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of you in the care, custody or control of or while being serviced, handled or maintained by you;
(b) ***bodily injury*** or ***property damage*** arising out of construction of, demolition of or alterations to buildings, runways or installations;
(c) ***bodily injury*** or ***property damage*** arising out of any air meet, air race, air show or any stand used for the accommodation of spectators in connection therewith; or
(d) the cost of making good any faulty workmanship, but this exclusion shall not apply to ***bodily injury*** or ***property damage*** caused by an ***occurrence*** and caused by such faulty workmanship.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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FIRE LEGAL LIABILITY

In consideration of the payment of the premium, it is agreed:

1. Notwithstanding PART 1 – LIABILITY, paragraph 2, exclusion (e), Coverage A is extended to apply to ***property damage*** caused by fire to any premises rented or leased to you and used by you in connection with the storage, maintenance or operation of ***scheduled aircraft***. Our limit of liability as respects such ***property damage*** shall not exceed $100,000 each ***occurrence***, which shall be a part of and not in addition to the Each ***Occurrence*** Limit for PART 1 – LIABILITY shown in the Declarations.

2. The insurance afforded by this endorsement is excess over other valid and collectible insurance that is available to you, whether primary, excess, contingent or on any other basis, that is Fire, Extended Coverage, Builder's Risk, or Installation Risk insurance for premises rented or leased to the insured.

3. The insurance afforded by this endorsement does not apply to liability assumed in any written contract or written agreement for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to the insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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EXPANDED CONTRACTUAL LIABILITY ENDORSEMENT

In consideration of the premium, it is agreed that the policy definition of ***Insured contract*** is deleted and replaced by the following:

Insured contract means:

(a) A hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport, heliport or a related facility;

(b) A written contract for the temporary storage or minor servicing of a ***scheduled aircraft*** or non-owned aircraft;

(c) That part of any other written contract or agreement pertaining to a ***scheduled aircraft***, non-owned aircraft, or airport premises (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the liability of another party to pay for ***bodily injury*** or ***property damage*** to a third person or organization, provided that you submit a copy of any such contract or agreement to the Policy Issuing Office shown in the Declarations within thirty (30) days of coming to your attention or that of your Insurance Department, if any. We reserve the right to charge an additional premium for any such contract or agreement. We waive the submission requirement as respects agreements we have approved prior to the effective date of this policy.

However, an ***insured contract*** does not include that part of any contract or agreement described in this paragraph:

(1) That is with or for the benefit of any person who is in, on or boarding an aircraft for the purpose of riding or flying therein, or alighting therefrom after a ride, flight or attempted flight therein, or any such person's heirs;

(2) That pertains to the purchase or sale of aircraft;

(3) That indemnifies any person or organization, or any agent or employee thereof, engaged in:

a. The design or manufacture of aircraft or aircraft parts, or

b. Making "major alterations" or "major repairs," as those terms are defined in the Federal Aviation Regulations of the United States, to aircraft, for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** arising out of such activity;

(4) That indemnifies a railroad for ***bodily injury*** or ***property damage*** arising out of construction or demolition operations within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(5) That indemnifies an architect, engineer or surveyor for ***bodily injury*** or ***property damage*** arising out of:

a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the bodily injury or property damage; or

(6) Under which the insured, if an architect, engineer or surveyor, assumes liability for ***bodily injury*** or ***property damage*** arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (5) above and supervisory, inspection, architectural or engineering activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

GROUND EQUIPMENT PHYSICAL DAMAGE ENDORSEMENT

In consideration of the payment of the premium, it is agreed that COVERAGE B is extended to apply to ***physical damage*** to ***ground equipment*** described in the below Schedule, sustained anywhere in the ***coverage territory*** during the policy period, which you own or for which you are legally responsible, provided that the ***ground equipment*** is for use in connection with a ***scheduled aircraft.***

This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. As used in this endorsement, ***ground equipment*** means the non-aircraft components of an ***unmanned aircraft system***. However, ***ground equipment*** shall not include ***payload***.
2. SCHEDULE OF GROUND EQUIPMENT:

Equipment Make & Model	Serial Number	Insured Value	Deductible (each and every loss)
SKYDIO CONTROLLER	SEC-35CV	$5,000	10%

3. The rules below fix the most we will pay for ***physical damage*** to ***ground equipment*** described in this endorsement:
   (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***ground equipment*** or the actual cost to replace the ***ground equipment*** with equipment of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this endorsement. Upon paying the ***insured value*** of the ***ground equipment*** or the actual cost to replace the ***ground equipment***, we will have no obligation to pay for further ***physical damage*** to such ***ground equipment*** and the premium for such ***ground equipment*** shall be fully earned.
   (b) Any increase in ***insured value*** due to modification of the ***ground equipment*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.
4. As used in this endorsement***, cost to repair***:
   (a) Means the sum of:
      (1) the necessary cost of transporting, by the least expensive reasonable means, the damaged ***ground equipment***, replacement parts and tools to the place of repair and the repaired ***ground equipment*** from the place of repair to the nearest of the place of accident or home airport or heliport; and
      (2) if the repairs are made by you, the actual cost of:
         a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property,
         b. labor charged at straight time rates to effect such repair or replacement, and
         c. reasonable overhead, but only for that portion of the repairs actually made by you.

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(3) if repairs are not made by the you, the actual cost of:

a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property, and

b. labor charged at straight time rates to effect such repair or replacement.

(b) Does not include the cost of:

(1) that part of any repair or replacement that results in better than like kind and quality, or

(2) repair or replacement of any property that has not sustained ***physical damage***.

5. Solely as respects the insurance afforded by this endorsement***, insured value*** means the value of each item of ***ground equipment*** shown in Paragraph 2. SCHEDULE OF GROUND EQUIPMENT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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NON-OWNED AIRCRAFT LIABILITY- UNMANNED AIRCRAFT SYSTEM

In consideration of the premium, it is agreed:

1. Subject to the terms of this endorsement and all other applicable provisions of this policy, when an ***unmanned aircraft system*** shown in the Schedule is used by you or on your behalf, such insurance as is afforded by Coverage A shall apply to liability for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** resulting from such use.

2. As respects the insurance afforded by this endorsement:

   (a) Notwithstanding the provisions of **SECTION III – WHO IS AN INSURED**, the owner or lessor of any ***unmanned aircraft system*** shown in the Schedule below is not an insured under this policy;

   (b) The most we will pay for damages because of ***bodily injury*** or ***property damage*** is the limit shown in the Schedule below, which shall be part of and not in addition to the "Each ***Occurrence***" limit shown in the Declarations; and

   (c) The insurance afforded by this endorsement is excess over any other valid and collectible insurance available to you and is subject to the provisions of paragraphs (b) and (c) of Policy Condition 16. Other Insurance.

   (d) ***Unmanned aircraft system*** means a complete system consisting of an aircraft and the associated equipment needed for its operation and remote control.

3. The insurance afforded by this endorsement does not apply to liabilities arising from any ***unmanned aircraft system*** owned in whole or in part or leased for more than thirty (30) days by any insured.

4. If the policy includes UASC064, the Premises Coverage endorsement, the insurance afforded by such endorsement is extended to apply to locations you use in connection with the storage, maintenance, or use of an ***unmanned aircraft system*** shown in the Schedule below.

SCHEDULE

UNMANNED AIRCRAFT SYSTEM DESCRIPTION:

ANY ***UNMANNED AIRCRAFT SYSTEM*** THAT DOES NOT EXCEED 55LBS IN WEIGHT

LIMIT OF LIABILITY:

Each ***Occurrence*** Limit: $1,000,000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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TRIA DISCLOSURE
(Does Not Provide Any Insurance Coverage)

THIS DISCLOSURE PROVIDES A SUMMARY OF THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED. THIS DISCLOSURE IS MADE A PART OF THIS POLICY. EXCEPT AS EXPRESSLY PROVIDED, NOTHING IN THIS DISCLOSURE CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY, AND UNDER NO CIRCUMSTANCES DOES THIS DISCLOSURE AFFORD ANY TERRORISM COVERAGE OR ANY OTHER COVERAGE.

I. Terrorism Risk Insurance Act Notice

Under the Terrorism Risk Insurance Act, as amended, (referred to herein as TRIA), you have a right to purchase insurance coverage from us for losses arising out of an "Act of Terrorism" as defined in Section 102(1) of TRIA.

For purposes of this disclosure and to ensure compliance with TRIA, the term “Act of Terrorism” means:

A. Certification - Any act that is certified by the Secretary of the Treasury of the United States, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

(1) to be an act of terrorism;
(2) to be a violent act or an act that is dangerous to:
  (a) human life;
  (b) property; or
  (c) infrastructure;
(3) to have resulted in damage within the United States, or outside of the United States in the case of:
  (a) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;
  (b) the premises of a United States mission; and
(4) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Limitation - No act shall be certified by the Secretary as an act of terrorism if:
(1) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers’ compensation; or
(2) property and casualty insurance losses resulting from the act, in aggregate, do not exceed $5,000,000.

C. Determinations Final - Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

D. No Delegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

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Federal Share of Compensation

If coverage is purchased (see Section III below), payments made under this policy, for losses caused by a certified "Act of Terrorism", will be reimbursed in part by the United States Government to us using a formula established by federal law. Under this formula, if the aggregate insured losses exceed a trigger amount ($200,000,000 beginning on January 1, 2020), the United States Government generally reimburses a percentage (80% beginning on January 1, 2020) of covered terrorism losses exceeding the statutorily established deductible paid by us for losses arising from certified "Acts of Terrorism".

$100 Billion Program Cap

TRIA contains a program cap of $100,000,000,000 that limits United States Government reimbursement as well as our liability for losses resulting from certified "Acts of Terrorism" when the amount of such losses in any one calendar year exceeds the program cap. If the aggregated insured losses for all insurers exceed the program cap, coverage (if purchased) for "Acts of Terrorism" may be reduced.

II. Conditional Termination of this Disclosure

A. The provisions of TRIA state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2027." Unless the program is renewed, extended or otherwise continued by the federal government, this disclosure terminates upon the first occurrence of any of the following conditions:

(1) the policy period ends; or

(2) the federal Terrorism Risk Insurance Program has terminated either in its entirety or with respect to the type of insurance afforded by this policy; or

(3) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available with respect to the type of insurance afforded by this policy.

B. If none of the conditions set forth in paragraph II. A. above occur, this disclosure will remain in effect unless we notify you of changes in response to federal law.

III. TRIA Terrorism Coverage

As required by TRIA, an offer of terrorism coverage within the terms of TRIA ("TRIA Terrorism Coverage") was included in our quote. No insurance is afforded by this notice and no TRIA Terrorism Coverage is afforded under this policy unless such offer was accepted and TRIA Terrorism Coverage was purchased.

If TRIA Terrorism Coverage was purchased, TRIA endorsement(s) are attached to this policy and the premium for such coverage will be as stated in the binder as respects any such endorsement(s).

If TRIA Terrorism Coverage was not purchased, coverage for terrorism is excluded as provided in the policy, unless, as permitted by TRIA, alternative terrorism coverage was negotiated, in which case one or more endorsement(s) to this policy include the negotiated coverage for terrorism ("Alternative Terrorism Coverage"). If purchased, such Alternative Terrorism Coverage, includes portions which fall within TRIA (the "TRIA Portion"), as well as other coverage outside of TRIA, and the premium corresponding to the TRIA Portion of the Alternative Terrorism Coverage is 10% of the total premium for the endorsements providing the Alternative Terrorism Coverage.

Any TRIA Terrorism Coverage and the TRIA Portion of any Alternative Terrorism Coverage is subject to all of the disclosures and limitations set forth in Section I above.

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IV. Application

Nothing contained in this disclosure shall vary, waive, alter, or extend any of the terms, conditions, agreements or provisions of this policy, other than as above stated.

Notwithstanding anything in the policy to the contrary, as used in this disclosure, the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the insurers shown in the Declarations, providing this insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: 

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FLORIDA AMENDATORY

1. **SECTION V - POLICY CONDITIONS,** paragraph 6. Cancellation is deleted in its entirety and replaced with the following:

   6. Cancellation and Nonrenewal.

      I. Cancellation.

         (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written notice of cancellation.

         (b) If this policy has been in effect for less than ninety (90) days, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium or twenty (20) days before the effective date of cancellation if for any other reason. We may cancel this policy immediately if there has been a material misrepresentation or misstatement or a failure to comply with underwriting requirements established by us.

         (c) If this policy has been in effect for ninety (90) days or more we may cancel only for one or more of the following reasons:

            (1) Nonpayment of premium;

            (2) The policy was obtained by a material misstatement;

            (3) Failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;

            (4) A substantial change in the risk covered by this policy; or,

            (5) The cancellation is for all insureds under such policies for a given class of insureds.

            We will mail or deliver written notice, including the reason for cancellation, to the first Named Insured at the last mailing address known to us at least ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium or forty-five (45) days before its effective date if for any other reason above. Proof of mailing shall be sufficient proof of notice.

         (d) If this policy is cancelled, we will return any premium refund due to the first Named Insured. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. We will mail the refund within fifteen (15) business days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.

      II. Nonrenewal.

         (a) If we elect not to renew this policy we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured, at least forty-five (45) days before the expiration date of the policy or the anniversary date if this policy is written for a term of more than one (1) year or with no fixed expiration date.

         (b) We will mail or deliver written notice to the last mailing address known to us. Proof of mailing shall be sufficient proof of notice.

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2. Notwithstanding any other provision in this policy to the contrary, any obligation involving any service of process, notice or proof of loss that requires service upon or delivery to us may be satisfied by service upon or delivery to any one of the insurers shown in the Declarations on behalf of all such insurers. Each of those insurers named appoints Global Aerospace, Inc. as its duly authorized agent for receipt of any such notice, proof of loss or service of process.

3. If you wish to present inquiries, obtain information about coverage under this policy or need assistance in resolving a complaint, a representative of Global Aerospace, Inc. may be reached by telephone at:
888-228-2281.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2023 Endorsement Premium: Included

Attached to and made part of Policy No.: 9029990

Issued to: CITY OF ORMOND BEACH

Global Aerospace, Inc.

BY: _____

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September 29, 2023

Annette Meyrose
Apex Insurance Services
18545 Sigma Road
San Antonio, TX 78258

Policy No.: UTS2564024.23

Re: City of Ormond Beach

Dear Annette,

In accordance with your request, we are pleased to bind coverage as follows:

General Policy Details

1. Policy Period: 10/01/2023 to 10/01/2024
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. General Terms and Conditions TR5 P0001 CW (09-17) applies to this policy in conjunction with the specific wording detailed in each section below.
4. Attached endorsements apply: E2007.7 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.2 - Service of Suit Endorsement, E2021.1 - Florida Amendatory Endorsement, and E2017.3 - Policyholder Disclosure Notice of Terrorism Insurance Cover

Bind Premium Summary

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Active Shooter and Malicious Attack Property and Liability	$ 1,000,000 Per Occurrence / $ 1,000,000 Aggregate	$ 11,691	100%
	Excess of: N/A		
For details about any applicable quota share arrangement, please see the corresponding Coverage Part below.			

Total Layer Premium: $ 11,691
Total Hiscox Premium: $ 11,691

Binder Details:

Active Shooter and Malicious Attack Property and Liability Coverage Part: TR5 P0016 CW (03-23)

Hiscox Participation: 100%

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Hiscox Active Shooter and Malicious Attack Property and Liability:	$ 1,000,000 Per Occurrence / Each Claim / $ 1,000,000 Aggregate
Total Insured Value:	$ 160,282,415
Additional Security Measures Sublimit	$ 250,000
Counseling Sublimit	$ 250,000
Public Relations Sublimit	$ 250,000
Miscellaneous Crisis Management Expenses Sublimit	$ 250,000
Medical Payments and Funeral Expenses Sublimit	$ 1,000,000
Deductible:	$ 10,000
Waiting Period:	0 Hour(s)
Active Shooter and Malicious Attack Property and Liability Premium:	$ 11,691
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence/each claim basis and are a part of, and not in addition to, the Active Shooter and Malicious Attack Property and Liability.

It is your responsibility to handle all E&S filings as well as collect and pay the E&S taxes if the above coverage is secured. Thank you for the bind order. Please give me a call if you have any questions or require anything further.

Sincerely,



Authorized Representative
Kevin Kerridge

Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc.
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

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DECLARATIONS

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Broker No.: US 0002443
Policy No.: UTS2564024.23
Renewal of: UTS2564024.22

Apex Insurance Services
18545 Sigma Road
San Antonio, TX 78258

1. **Named insured:** City of Ormond Beach
   Address: 22 S Beach St
   Ormond Beach, FL 32174-6385

2. **Policy period:** **Inception Date:** 10/01/2023 **Expiration Date:** 10/01/2024
   Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.

3. **General terms and conditions wording:** TR5 P0001 CW (09-17)
   The General terms and conditions applies to this policy in conjunction with the specific wording detailed in each section below.

4. **Endorsements:** E2007.7 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.2 - Service of Suit Endorsement, E2021.1 - Florida Amendatory Endorsement, and E2017.3 - Policyholder Disclosure Notice of Terrorism Insurance Cover

5. **Location of property insured:** Location(s) filed with and agreed to by Hiscox

6. **Notification of claims to:** Hiscox Claims
   5 Concourse Parkway, Suite 2150
   Atlanta GA, 30328
   Fax: 678-731-9501
   Email:Terrorism.Claims@Hiscox.com

   Additional notification requirements: For crisis support following any active shooter event, you must also notify Control Risks at 1-833-439-8346.

7. **Policy premium:** $ 11,691

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Administered by Hiscox Inc.
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

DECLARATIONS

8. Coverage summary:

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Active Shooter and Malicious Attack Property and Liability	$ 1,000,000 Per Occurrence / $ 1,000,000 Aggregate	$ 11,691	100%
	Excess of: N/A		
For details about any applicable quota share arrangement, please see the corresponding Coverage Part below.			

Active Shooter and Malicious Attack Property and Liability Coverage Part: TR5 P0016 CW (03-23)

Hiscox Participation:	100%
Hiscox Active Shooter and Malicious Attack Property and Liability:	$ 1,000,000 Per Occurrence / Each Claim / $ 1,000,000 Aggregate
Total Insured Value:	$ 160,282,415
Additional Security Measures Sublimit	$ 250,000
Counseling Sublimit	$ 250,000
Public Relations Sublimit	$ 250,000
Miscellaneous Crisis Management Expenses Sublimit	$ 250,000
Medical Payments and Funeral Expenses Sublimit	$ 1,000,000
Deductible:	$ 10,000
Waiting Period:	0 Hour(s)
Active Shooter and Malicious Attack Property and Liability Premium:	$ 11,691
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence/each claim basis and are a part of, and not in addition to, the Active Shooter and Malicious Attack Property and Liability.

In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234HISINC2023 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

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Administered by Hiscox Inc.
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

DECLARATIONS

IN WITNESS WHEREOF this Certificate has been signed at New York, New York



Authorized Representative
Kevin Kerridge

September 29, 2023

Hiscox Inc.

Three simple steps in the event of an Active Shooter or Malicious Attack event:

1. If an Active Shooter or Malicious Attack event is already underway, call the emergency services immediately.

2. If an Active Shooter or Malicious Attack event has occurred, call the **Control Risks hotline: + 833 439 8346 (USA) or +44 20 8148 3187 (worldwide)** in order to initiate incident response.

3. After contacting Control Risks please notify Hiscox, in accordance with the claims notification provisions in your policy, to enable us to handle your claim as quickly as possible.

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General Terms and Conditions

I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims**, **events**, and **occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

II. Limits of liability

Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

A. Aggregate limit

The Aggregate Limit identified in the Declarations (if applicable to the relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for all covered **occurrences**, **events**, or **claims**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies.

B. Each occurrence limit

The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence** or **event**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

C. Each claim limit

The Each Claim Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

D. Multiple Coverage Parts

If the same **claim** or related **claim**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.

Regardless of the Coverage Parts under which the same **claim** or related **claim**, **event**, or **occurrence** is covered, only one **deductible** will apply, which will be the highest applicable **deductible** of the triggered Coverage Parts.

III. Your obligations to us

A. Named insured responsibilities

It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:

1. timely giving and receiving notice of cancellation or non-renewal;
2. timely payment of premium;
3. agreement to any endorsements to the policy;
4. receipt of return premiums; and
5. timely acceptance of changes to this policy.

B. Your duty to cooperate

You must cooperate with **us** in the investigation, adjustment, defense, and settlement of any loss or **claim** notified to **us**, including but not limited to:

1. submitting a signed proof of loss to **us** as soon as reasonably possible following any loss;
2. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;

3. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
4. attending hearings, depositions, and trials as **we** request;
5. assisting in securing and giving evidence and obtaining the attendance of witnesses;
6. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
7. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
8. pursuing **your** right of recovery from others.

C. Your representations

You warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

IV. Other provisions affecting coverage

A. Alteration and assignment

No change in or modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by our authorized representative.

B. Bankruptcy or insolvency

Your bankruptcy or insolvency will not relieve us of any of our obligations under this policy.

C. Cancellation

1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations. However, the **named insured** may not cancel the policy after it has submitted or reported any loss or **claim** to **us**.
2. This policy may be canceled by **us** only for non-payment of premium. In such cases, **we** will mail to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than ten days after the date of the notice of cancellation.
3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
4. If this policy is canceled by **us** or the **named insured**, **we** will return a pro rata proportion of the premium.
5. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.

D. Change in circumstances

You must notify **us** as soon as reasonably possible of any change in **your** business operations during the **policy period** which will materially affect this insurance. This includes, but is not limited to, ownership or control of **your** business, any change in the nature of the business carried out at an **insured location**, or any change in **your** operating conditions. **We** may then vary the terms and conditions of this policy. If **you** have any doubt whether a change is material, **you** should consult **your** broker or agent.

E. Coverage territory

This policy will only apply to any **claim**, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) brought against **you** within the United States, its territories or possessions, or Canada.

General Terms and Conditions

F. False or fraudulent claims

If any **insured** commits fraud in connection with any claim under this policy, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

G. Legal action against us

No one may bring a legal action against **us** unless:

1. **you** have fully complied with all of the terms of this policy; and
2. the action is brought within two years after the expiration or cancellation of this policy.

H. Multiple insureds

We will not pay any more than the amount stated in the Declarations applicable to each Coverage Part purchased, whether such amount consists of insured losses sustained by one **named insured** or multiple **named insureds**.

I. Other insurance

Any payment due under this policy will be primary with respect to, and will not contribute with, any other valid and collectible insurance covering the same loss.

However, if **you** have purchased either the Terrorism and Sabotage Liability Coverage Part or the Nuclear, Chemical, Biological, and Radiological Terrorism Coverage Part:

1. with respect to any **claim** made against **you** under Section I. Insuring agreements – What is covered, Third-party liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible workers compensation or employers' liability insurance, unless such other insurance is written specifically as excess over this policy; and
2. with respect to any **claim** made against **you** under Section I. Insuring agreements – What is covered, Employers' liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess over this policy.

J. Participation

In the event this policy or any Coverage Part is written as part of a quota share arrangement, **our** obligations will be several and not joint and are limited solely to the extent of **our** individual participation, as described in the Declarations. **We** will not be responsible for the share of any other carrier who for any reason does not satisfy all or part of its obligations.

K. Partial payments

In the event **we** determine a covered loss exceeds the **deductible**, **we** will advance mutually agreed upon partial payment(s) on the covered loss, subject to all other policy provisions. **We** will only advance such payment(s) upon **our** receipt of a signed and sworn proof of loss submitted by **you**, which must include adequate supporting documentation and meet any other requirements described in the applicable Coverage Part.

L. Recovery from third parties

In the event of a claim in which there is potential for recovery from any third party, **we** will have the right to pursue resolution of that action in **your** name at **our** expense. In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.

You will do nothing to prejudice **our** subrogation rights without **our** prior written consent.

You will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.

You (or any of **your** agents, contractors, or subcontractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish any loss insured and to secure compensation for any such loss, including protecting rights and taking action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

M. Sanctions

We will not provide any benefit under this policy where doing so would breach any sanction, prohibition, or restriction imposed by law.

N. Titles

Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

V. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

Application means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.

Covered amounts means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.

Deductible means the amount identified as such in the Declarations.

Event means a **malicious attack** or a **malicious threat**, as each is defined in the relevant Coverage Part.

Insured location means a location on file with and agreed to by **us** as shown in Item 5 of the Declarations.

Named insured means the entity identified in Item 1 of the Declarations.

Policy period means the period of time identified in Item 2 of the Declarations.

We, us, or our means Syndicate 33 at Lloyd's managed by Hiscox Syndicates Limited.

You, your, or insured means the **named insured**.

HISCOX R5
rapid response • recover • rebuild • renew

Active Shooter and Malicious Attack Property and Liability Coverage Part

I. Insuring agreements – What is covered

Malicious attack at an insured location

A. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

1. direct physical damage to or physical loss of **covered property** at the **insured location** where the **malicious attack** occurred, including any physical damage caused by law enforcement or security forces responding to the **malicious attack**;
2. **business interruption costs** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred, regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**;
3. **extended period of indemnity** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred; or
4. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** where the **malicious attack** occurred.

Malicious attack at other locations

B. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at a location **you** do not own or operate situated within a one-mile radius of any **insured location**, and is reported to **us** in accordance with Section III. Your obligations:

1. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** situated within a one-mile radius of the **malicious attack**; or
2. **loss of attraction** to the **insured location** situated within a one-mile radius of the **malicious attack**.

Third-party liability

C. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** for covered **claims** against **you** alleging **bodily injury** or **property damage** resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period**, and is reported to **us** in accordance with Section III. Your obligations.

Employers' liability

D. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** in excess of **your employers' liability coverage** for covered **claims** against **you** alleging **bodily injury** to **your employee** during the course of their employment in **your** business, solely and directly resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period** and is reported to **us** in accordance with Section III. Your obligations.

Bodily injury

E. **We** will pay up to the applicable Limit of Liability listed in the Scale of Benefits stated below for **bodily injury** suffered by anyone at an **insured location** and directly resulting from a **malicious attack** that occurs both during the **policy period** and at such **insured location**, provided it is reported to **us** in accordance with Section III. Your obligations:

Scale of Benefits Limit of Liability for any one affected person sustaining **bodily injury** covered by this Insuring agreement E:

1.	death;	USD $50,000
2.	**loss of limb** - one limb;	USD $25,000
3.	**loss of limb** - two or more limbs;	USD $50,000

4.	**loss of sight** in one eye;	USD $25,000
5.	**loss of sight** in both eyes; or	USD $50,000
6.	**permanent total disablement** (other than total and irrevocable **loss of sight** of one or both eyes or **loss of limb**(s)).	USD $50,000

Any payments **we** make under this Insuring agreement E will reduce the amount of coverage available under any other Insuring agreement or Coverage enhancement arising out of the same **malicious attack**. Any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

II. Coverage enhancements

If an amount appears on the Declarations next to the name of the sublimit below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding sublimit for the following amounts directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

Additional security measures sublimit	A.	reasonable and necessary costs and expenses **you** incur to arrange armed or unarmed agents at the affected **insured location** or any other **insured location**, if necessary, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Counseling sublimit	B.	reasonable and necessary costs and expenses **you** incur to provide affected persons psychiatric and counseling services and access to social workers, but only for such costs and expenses **you** incur within 12 months of the **malicious attack**.
Public relations costs sublimit	C.	reasonable and necessary costs and expenses **you** incur for a public relations or crisis management consultant **we** contract to assist **you** in responding to and managing the situation, including media management, remediation and recovery, and the formation of applicable crisis communication strategies, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Miscellaneous crisis management expenses sublimit	D.	other than those costs stated in subsections A, B, and C of this Section II. Coverage enhancements, other reasonable and necessary expenses **you** incur to respond to, mitigate, or recover from the **malicious attack**, but only if incurred with **our** prior written consent, including those costs incurred by **you** after reporting, in accordance with Section III. Your obligations, the **malicious attack** to Control Risks for an assessment or investigation. However, this sublimit will not cover any cost incurred to physically improve or alter the design of any **insured location** or any other property.
Medical payments and funeral expenses	E.	**medical expenses** and **funeral expenses** incurred by affected persons for **bodily injury** caused by a **malicious attack** at an **insured location**, regardless of fault, provided: 1. the expenses are incurred within one year of the **malicious attack**; and 2. with respect to **medical expenses** only, the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** may reasonably require.

We will pay the above Coverage Enhancements regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**.

You must incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section II. Coverage enhancements, and any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

III. Your obligations

Notifying us of occurrences	A.	**You** must inform the appropriate civil or military authority of a **malicious attack** as soon as reasonably possible. **You** must also give written notice to **us** of a **malicious attack** as soon as reasonably possible, but in any event, no later than 60 days after such **malicious attack** occurs. All such notifications to **us** must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations. In order to receive crisis management services, **you** must notify the consultant identified in Item 6 of the Declarations.
Notifying us of claims	B.	**You** must give written notice to **us** of any **claim** as soon as reasonably possible, but in any event, no later than 60 days after **you** first become aware of the **claim**. All such notifications must be in writing and include a copy of the **claim** and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Notifying us of potential claims	C.	**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**. In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim we** may reasonably request. The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** more than one year after the **policy period** has expired. All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Deductible	D.	**We** will not be obligated to make any payments under this Coverage Part unless the covered loss **you** sustain from a **malicious attack**, regardless of the number of locations affected, is greater than the **deductible**, in which case **we** will only be responsible for the amount of loss in excess of such **deductible**. **Our** obligation to pay **damages** and **claim expenses** under Insuring agreement C. Third-party liability is in excess of the **deductible**, which **you** must pay in connection with each covered **claim**, regardless of the number of locations affected.
Emergency repairs	E.	In the event of a **malicious attack**, **you** must make any emergency repairs necessary to protect **covered property** from further loss or damage.
Maintenance of workers compensation and employers' liability insurance	F.	Solely with respect to Insuring agreement D. Employers' liability, **you** must maintain **employers' liability coverage** on a continuous basis during the **policy period**. **We** will recognize erosion or exhaustion of the limit of liability of the underlying **employers' liability coverage** only by those losses that otherwise would have been covered under this Coverage Part. **We** will have no obligation to pay any sums under Insuring agreement D. Employers' liability, including any **damages**, **claim expenses**, or other covered amounts, for any **claim** that would be covered by the required **employers' liability coverage** but for **your** failure to maintain such coverage.
Proof of loss	G.	Before **we** make any payment under Insuring agreement A or B, **you** must give **us** a signed proof of loss as soon as reasonably possible. If **we** have not received such proof from **you** within 12 months after the end of the **policy period**, **we** will have no obligation to make any

payments with respect to that claim.

Your obligation not to incur any expense or admit liability

H. **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense. However, **your** compliance with paragraph E. Emergency repairs will not constitute a failure to comply with this condition.

IV. Defense, settlement, and valuation

Defense and settlement

A. 1. **We** have the right and the duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

2. **We** have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

3. **We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not withhold unreasonably. If **you** withhold consent to a settlement **we** recommend and which is acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is:

   a. the amount of **our** recommended settlement; and

   b. **claim expenses** incurred up to the date of **our** recommendation.

Initial response expense

B. We will pay up to 20 consecutive days of or $25,000 for crisis management services performed by Control Risks, whichever is less, for reasonable and necessary expenses incurred by Control Risks responding to an incident that **you** have reported in accordance with Section III. Your obligations but which is subsequently determined not to be covered under this Coverage Part. This sublimit is subject to a $100,000 aggregate limit and is part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

Salvage and recoveries

C. All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Coverage Part will be for **our** benefit.

Valuation

D. 1. <u>Business interruption</u>

In calculating **income loss**, **we** will take into consideration:

a. the actual earnings at the **insured location** during the 12 months immediately preceding the date of the **occurrence**; and

b. the trend of **your** business and variations before and after the **occurrence** so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had the **occurrence** not occurred.

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

i. a complete or partial resumption of the business operations;

ii. making use of merchandise, stock, or other property at the **insured location(s)** or elsewhere; and/or

iii. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

If **we** and **you** do not agree on the amount of **income loss** and/or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **income loss** and/or **extra expense**. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the **income loss** and/or **extra expense** will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.

2. Physical damage to property

In the event of physical damage to or loss of **covered property**, **we** will pay the cost of repairing, replacing, or reinstating (whichever is the least) such property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

a. the repairs, replacement, or reinstatement must be executed promptly and with due diligence;

b. until repairs, replacement, or reinstatement is made, **we** will have no obligation to pay more than the actual cash value at the time of loss; and

c. if repairs, replacement, or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws or law, then **we** will have no obligation to pay any increased cost of replacement due to such restriction or prohibition.

Our liability for loss under this Coverage Part will not exceed the least of the following:

i. the amount shown in the Declarations applicable to the destroyed or damaged property;

ii. the replacement cost of the property or any part of it which was intended for the same occupancy and use, as calculated at the time of the loss; or

iii. the amount actually and necessarily spent in replacing the property or any part of it.

We will normally expect **you** to carry out repair or replacement of the damaged property, but if **we** and **you** agree it is not practicable or reasonable to do so, **we** will pay **you** an amount based on the repair or replacement costs, less an allowance for fees and associated costs not otherwise incurred.

V. Other provisions affecting coverage

Abandonment	A.	There may be no abandonment to **us** of any property.
Arson loss and claims	B.	Notwithstanding anything to the contrary in this Coverage Part, it is agreed that any otherwise covered loss or **claim** based upon, arising out of, or in any way involving **arson** is subject to a sublimit of $100,000 in the aggregate. Any payments **we** make will be in excess of the **deductible**. Such payments will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability.
Inspection and audit	C.	**We** will have the right to inspect any **insured location** at any time. **Our** right to make inspections, the making of any such inspections, and any report regarding

such inspections will not constitute an undertaking to determine or warrant that any property is safe.

We may examine and audit **your** books and records as they relate to this Coverage Part at any time during the **policy period** and within two years afterward.

Joint ventures

D. With respect to any **claim** made against a **joint venture**, **we** will only pay for the same percentage of covered **damages** and **claim expenses** as the percentage of **your** participation in such **joint venture**. The insolvency of any members of the **joint venture** or any other parties will not increase such percentage. This **joint venture** provision will not apply to any liability of an **insured** where, as a result of a **claim**, the terms of the **joint venture** agreement place the entirety of the **joint venture's** liability on such **insured**.

Loss payees

E. 1. In the event there is a specified lender loss payee or mortgagee ("loss payee") with an interest in **covered property**, **we** will pay for loss to such **covered property** to each loss payee under all present or future mortgages according to their respective interests. **We** will pay the loss payees in order of precedence of the mortgages.

2. The loss payee agrees to notify **us** of any change in ownership, occupancy, or hazard, and agrees to pay any additional premium associated with such change, as **we** may reasonably require, within ten days of receiving a written request from **us**. If the loss payee fails to pay the additional premium, **we** will have the right to cancel this policy.

   However, **we** will not invalidate the interests of any loss payee under this Coverage Part because of any:

   a. act of neglect of the debtor, mortgagor, or owner of the **covered property**;

   b. foreclosure, notice of sale, or similar proceedings with respect to the **covered property**;

   c. change in the title or ownership of the **covered property**; or

   d. change to a more hazardous occupancy.

3. If **you** fail to provide **us** with a proof of loss in accordance with Section III. Your obligations, the loss payee may provide it on **your** behalf. In that event, the loss payee will be subject to the provisions of this Coverage Part regarding **our** receipt and settlement of claims.

4. If **we** cancel this policy and/or any interest of the loss payee under this Coverage Part, **we** will give the loss payee 90 days written notice before the effective date of cancellation, or ten days if the cancellation is due to nonpayment of premium. In the event of nonpayment of premium, the loss payee must pay the premium due on the debtor, mortgagor, or owner's behalf or **we** will cancel this policy.

5. If **you** cancel this policy, coverage available to the loss payee will terminate ten days after **we** provide the loss payee written notice of cancellation, unless:

   a. the loss payee authorizes or otherwise consents to **your** cancellation before **we** terminate the policy; or

   b. **you** replace this policy with insurance providing coverage for the interests of the loss payee, in which case coverage provided to the loss payee under this Coverage Part will terminate on the effective date of the replacement policy.

6. Notwithstanding anything to the contrary in the General Terms and Conditions, Section IV. Other provisions affecting coverage, L. Recovery from third parties, if **we** pay the loss payee for any loss but deny payment to the debtor, mortgagor, or owner, **we** will be subrogated to all of the rights of the loss payee.

   No subrogation will impair the right of the loss payee to sue or recover the full amount of its claim.

7. At **our** option, **we** may pay to the loss payee the whole principal due on the debt or mortgage plus any accrued interest. In that event, all rights and securities will be assigned and transferred from the loss payee to **us**, and **we** will pay the remaining

debt or mortgage.

Protection maintenance	F.	**You** and **we** agree that any protection provided for the safety of **covered property** will be maintained in good order throughout the **policy period** and will be in use at all relevant times. **You** agree not to withdraw or vary this protection to the detriment of **our** interests without **our** consent.
Related claims and malicious attacks	G.	All **claims** arising out of the same **occurrence** will be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to **us**. All such related **claims** will be subject to one **deductible** and a single Each Claim Limit of Liability. Each **occurrence** will be subject to one **deductible** and a single Active Shooter and Malicious Attack Limit of Liability. In no event will **we** have any obligation to make any payment under this Coverage Part for any **claim** or **occurrence** resulting from a **malicious attack** which commences prior to the inception of the **policy period**.

VI. Exclusions – What is not covered

Exclusions applicable to the entire Coverage Part

We will have no obligation to pay any sums under this Coverage Part for any loss, **damages**, **claim expenses**, **medical expenses**, **funeral expenses**, or any other amounts:

Biological/chemical weapons	1.	based upon or arising out of the dispersal of or contamination by any biological or chemical agents, compounds, or pathogens, however such dispersal or contamination may have been caused.
Bodily injury/property damage of the perpetrator	2.	based upon or arising out of any **bodily injury** to or **property damage** incurred by the perpetrator(s) of a **malicious attack**.
Electronic loss	3.	based upon or arising out of an attack by electronic means, including but not limited to computer hacking, the introduction of any form of computer virus or corrupting or unauthorized instructions or code, or the use of any electromagnetic weapon; however, this exclusion will not apply to otherwise covered loss or damage that arises from the use of any computer, computer system, computer software program, or any other electronic system in the launch or guidance system or firing mechanism of any weapon or missile.
Fines or penalties	4.	for any fine, penalty, or other assessment against **you** or imposed by any court, government agency, public or civil authority, or any other person or entity.
Indirect and consequential loss	5.	based upon or arising out of: a. loss of use, loss of income, or increased cost of working, except for covered **business interruption costs**, **extended period of indemnity**, **ingress/egress income loss**, and **loss of attraction**; b. delay or loss of markets, depreciation, or reduction in functionality; or c. consequential or indirect loss or damage, except physical loss or damage not otherwise excluded by this policy and which results from a **malicious attack**.
Nuclear incident	6.	based upon or arising out of nuclear detonation, nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear detonation, nuclear radiation, nuclear reaction, or radioactive contamination may have been caused.
Pollution/environmental	7.	based upon or arising out of any actual or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up,

remove, contain, treat, detoxify, or neutralize **pollutants**.

Protests/strikes/civil commotion	8.	based upon or arising out of any protest or strikes, labor unrest, riots, or civil commotion.
Road rage	9.	based upon or arising out of a violent physical attack between the driver or passenger of a vehicle toward the driver or passenger of another vehicle.
Threat or hoax	10.	based upon or arising out of a threat of a **malicious attack** or any hoax; however, this exclusion will not apply where **you** reasonably believed an actual **malicious attack** had occurred.
War	11.	based upon or arising out of war, invasion, or warlike operations (whether or not war is declared), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
Exclusions applicable only to first-party loss	**We** will have no obligation to pay any sums under Insuring agreement A. Malicious attack at an insured location, Insuring agreement B. Malicious attack at other locations, or Insuring agreement E. Bodily injury, for any:	
Burglary/theft	12.	loss arising out of burglary, housebreaking, looting, theft, or larceny.
Contraband	13.	loss arising out of acts of contraband or illegal transportation or trade.
Government enforcement	14.	increase in loss caused by the enforcement of any law regulating the use, reconstruction, repair, or demolition of any property to which this Coverage Part applies.
Mysterious disappearance	15.	loss caused directly or indirectly by mysterious disappearance or unexplained loss.
Utilities	16.	loss caused directly or indirectly by cessation, fluctuation, or variation in, or insufficiency of, water, gas, electricity supplies, telecommunications, or any other type of utility or service.
Exclusions applicable only to claims	**We** will have no obligation to pay any sums under Insuring agreement C. Third-party liability or Insuring agreement D. Employers' liability, including any **damages** or **claim expenses**, for any **claim**:	
Criminal proceedings	17.	brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.
Harassment and personal injury	18.	based upon or arising out of: a. wrongful termination, discrimination, harassment, false arrest, slander, or invasion of privacy; b. assault or battery of any **employee** that does not result from a **malicious attack**; or c. humiliation, mental anguish, emotional distress, suffering, or shock when alleged in conjunction with and based on the same allegations as subpart a or b above.
Intentional acts of the insured	19.	based upon or arising out of **your**: a. recklessness or deliberate misconduct; or b. criminal, dishonest, fraudulent, or malicious conduct.
Products/goods	20.	based upon or arising out of products or goods that **you** designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed.
Property damage of the insured	21.	based upon or arising out of loss of or damage to property: a. **you** own, lease, rent, or occupy; or

b. is in the care, custody, or control of **you** or any person or entity with whom **you** have a contractual agreement.

Exclusions applicable only to Insuring agreement C. Third-party liability

We will have no obligation to pay any sums under Insuring agreement C. Third-party liability, including any **damages** or **claim expenses**, for any **claim**:

Employer-related liability

22. based upon or arising out of injury or death to any of **your employees**, including any temporary, contract, or borrowed employee, or based upon or arising out of any employer liability, disability benefits, workers compensation, unemployment compensation, or similar laws, or amounts covered by any workers compensation insurance.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section V. Definitions applicable to all Coverage Parts.

Arson means the intentional or malicious setting of fire to any property or premises by third-party vandals or other persons committing malicious mischief.

Bodily injury means physical injury, sickness, disease, or death, and any resulting humiliation, mental anguish, emotional distress, suffering, or shock.

Business interruption costs means the actual **income loss** and **extra expense you** sustain during the **period of restoration** directly caused by a **malicious attack** which interrupts **your** business for a period greater than the **waiting period**.

Claim means any written assertion of liability or any written demand for financial compensation or non-monetary relief.

Claim expenses means the following sums incurred with **our** prior written consent:

1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a **claim**; and
2. premiums on any appeal bond, attachment bond, or similar bond, but **we** will have no obligation to apply for or furnish any such bonds.

Claim expenses does not include any compensation, severance, salary, wages, fees, benefits, overhead, charges, or expenses **you** incur for any time spent in cooperating in the defense, settlement, or investigation of any **claim**.

Covered property means the real property and any business personal property declared to **us** as shown in Item 5 of the Declarations. **Covered property** will also include personal property whose value is declared to **us**, provided such property is located at an **insured location** and:

1. owned by **you**, including **your** interest in **tenant improvements and betterments**;
2. owned by **your** officers and employees; or
3. owned by others and in **your** care, custody, or control, but only to the extent:
   a. **you** are under an obligation to keep such property insured under this policy; or
   b. of **your** legal liability for such property, in which case **we** will have the right and duty to defend that portion of any claim against **you** seeking damages for such physical loss or damage.

   We have the right to select and appoint counsel to defend **you** against any such claim, and **we** may investigate, negotiate, and settle the claim as **we** deem necessary. Any amounts incurred in the defense, investigation, negotiation, or settlement of such claim will be a part of, and not in addition to, the applicable limit of liability.

Covered property does not include:

a. land or land values;

b. power transmission, feeder lines, or pipelines not at an **insured location**;

c. any building or structure, or property inside such building or structure, while such building or structure is vacant, unoccupied, or inoperative for more than 30 days, unless the building or structure is intended to be unoccupied in its normal operations;

d. aircraft or any other aerial device, or watercraft;

e. animals, plants, or living things of all types; or

f. any land conveyance, including vehicles, locomotives, or rolling stock.

However, land motor vehicles designed for travel on public roads (including any attached machinery or equipment):

i. that are expressly identified as **covered property** in the Declarations or on file with **us**;

ii. whose values have been declared to **us**; and

iii. that were located at an **insured location** at the time of damage,

will be included as **covered property**.

Damages means the following amounts:

1. a monetary judgment or monetary award that **you** are legally obligated to pay (including pre- or post-judgment interest and awards of claimants' attorney fees); or
2. a monetary settlement **we** negotiate with **your** consent.

Damages includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

Deductible means the amount stated as such under the Active Shooter and Malicious Attack Property and Liability Coverage Part section of the Declarations.

Employee means any past, present, or future:

1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
2. partner, director, officer, or board member (or equivalent position); or
3. independent contractor,

of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**, and provided such individual would be eligible for coverage under **your employers' liability coverage**.

Employers' liability coverage means:

1. compulsory insurance coverage required by law in connection with **your** liability to **employees**, or, if such coverage is not required by law, then the functional equivalent of such coverage; and
2. insurance coverage for **damages** and/or **claim expenses** for a **claim** brought against **you** by an **employee** or other third party for conduct outside the normal risk of employment or where the **employee** is not subject to an applicable state's workers compensation law.

Extended period of indemnity means the actual amount of the reduction in sales sustained during the 90-day period after the **period of restoration** has ended, but only if resulting from:

1. Restoration efforts: efforts to physically restore the business to the condition that would have existed had no **malicious attack** occurred; or
2. Contract cancellation: cancellation of contracts **you** entered into prior to the **malicious attack** for sales that would have been earned during the 90-day period described above.

Extended period of indemnity will not include loss due to fines or penalties, or damages for

breach of contract or late or non-completion of orders.

If **you** could have minimized the total reduction in sales by:

a. a complete or partial resumption of the business operations;

b. making use of merchandise, stock, or other property at the **insured location** or elsewhere; and/or

c. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

Extra expense means the reasonable and necessary expenses **you** incur to minimize the interruption to **your** business operations that are over and above the costs that normally would have been incurred in conducting the business during the same period had no **malicious attack** occurred.

Extra expense also includes the reasonable and necessary expenses **you** incur to relocate **your** business to a temporary location in order to avoid or mitigate **your income loss** directly caused by the interruption to **your** business operations.

At the end of the **period of restoration**, any remaining useful life or salvage value remaining in property for which **extra expense** was incurred during the **period of restoration** will be deducted and not included in **extra expense**.

The most **we** will pay for **extra expense** is the reasonable and necessary costs and expenses **you** actually incur to minimize the interruption to **your** business operations, or **your** expected **income loss**, whichever is less.

Funeral expenses means reasonable expenses for:

1. burial, cremation, or other funeral-related services; and
2. the transportation of bodily remains to a location where such burial, cremation, or other funeral-related services are performed.

Income loss means the sum of the following:

1. the net income **you** would have earned had no **malicious attack** occurred; and
2. continuing normal operating expenses **you** incur, including ordinary payroll.

Ingress/egress income loss means the **income loss** directly caused by the prevention of ingress to or egress from an **insured location**, whether by order of a civil or military authority or otherwise, sustained for a period greater than the **waiting period** but not to exceed ten days after the **malicious attack**.

Joint venture means a business enterprise in which **you** participate pursuant to a written agreement.

Loss of attraction means the actual amount of the reduction in sales **you** sustain for a period greater than the **waiting period** but not to exceed 30 days after the **malicious attack**.

Loss of limb means the physical separation of a hand at or above the wrists or of a foot at or above the ankle, including permanent total and irrecoverable loss of use of a hand, arm, foot, or leg.

Loss of sight means the permanent and total loss of sight, which **we** will consider as having happened:

1. in both eyes if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight left in both eyes is 3/60 or less on the Snellen scale, meaning the affected person cannot see beyond three feet what he or she should be able to see at 60 feet; or
2. in one eye if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight the affected person has left is 3/60 or less on the Snellen scale, meaning he or she cannot see beyond three feet what he or she should be able to see at 60 feet.

Medical expenses means reasonable expenses for necessary:

1. first aid administered at the time of a **malicious attack**;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, and professional nursing services.

Malicious attack means any event that:

1. involves the use of a firearm, handheld weapon, explosive device, moving vehicle, aircraft, or drone;
2. is intended to harm another person or group of persons; and
3. is carried out or attempted by any person or group of persons acting alone or on behalf of or in connection with any organization.

Occurrence means any one **malicious attack** or series of **malicious attacks** having the same purpose or cause occurring during any period of 72 consecutive hours, which results in a loss or series of losses. Each **occurrence** will be subject to one **deductible** and a single per **occurrence** limit.

If any part of the 72 consecutive hours of the **malicious attack** takes place after the end of the **policy period**, **we** will deem all loss as sustained during the **policy period**.

If a **malicious attack** or series of **malicious attacks** having the same purpose or cause first commences prior to the inception of the **policy period**, **we** will deem the entire **malicious attack** to have occurred prior to the **policy period**.

Period of restoration means the time period beginning on the date and time of the initial interruption of **your** business and ending on the date and time the interruption ends or could have ended had **you** acted with due diligence and dispatch. In no event will the **period of restoration** exceed 180 calendar days.

Permanent total disablement means disablement:

1. which prevents the affected person from attending completely to all aspects of any business or occupation for which he or she is specialized in by training, education, industry knowledge, or relevant experience;
2. lasting 12 consecutive months; and
3. at by end of such period, a qualified physician has confirmed that the affected person has reached maximum medical improvement, with no reasonable expectation of further improvement.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, mold, spores, fungi, soot, ash, fumes, acids, alkalis, chemicals, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. However, smoke, soot, ash, or fumes from a fire caused by a **malicious attack** are not **pollutants**.

Potential claim means any **bodily injury** or **property damage**, or other circumstances reasonably likely to lead to a **claim** covered under this Coverage Part.

Property damage means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

Tenant improvements and betterments means fixtures, alterations, installations, or additions **you**:

1. make to a part of a building **you** occupy but do not own; and
2. acquire or make at **your** expense but cannot legally remove.

Waiting period means the number of hours stated as such in the Declarations commencing from the date and time on which:

1. the initial interruption to **your** business occurs;
2. **your** ingress to or egress from an **insured location** is prevented, whether by order of a civil

or military authority or otherwise; or

3. the **malicious attack** first occurs at a location **you** do not own or operate situated within a one-mile radius of any **insured location**.

For any coverage to which a **waiting period** applies, **we** will pay otherwise covered loss only if the interruption to **your** business, prevention of ingress to or egress from the **insured location**, or reduction in sales at the **insured location(s)**, continues for a period greater than the **waiting period**, in which case **we** will pay for **income loss** or **extra expense** sustained from the date and time the interruption, prevention, or reduction first began, and ending on the time limitation applicable to the coverage to which the **waiting period** applies.

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Endorsement 1

NAMED INSURED: City of Ormond Beach

E2007.7 Lloyd's Syndicate (33) Endorsement
Proportion Percent: 100%
Syndicate: 33
Contract #: B1234HISINC2023
DCH #: DA-SC-220928-0002
Authorization Date: December 22, 2005

Endorsement effective:	10/01/2023	Certificate No.:	UTS2564024.23
Endorsement No:	1	Processed Date:	09/27/2023

Hiscox Inc.



Authorized Representative
Kevin Kerridge

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Endorsement 2

NAMED INSURED: City of Ormond Beach

E2010.1 Premium Payment Clause (Reinsurance)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 days of inception of this contract (or, in respect of installment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th day from the inception of this contract (and, in respect of installment premiums, by the date they are due) (Re) Insurers will have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re) Insurers are on risk but the full contract premium will be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers will give not less than 30 days prior notice of cancellation to the (Re) Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation will automatically be revoked. If not, the contract will automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Endorsement effective:	10/01/2023	Certificate No.:	UTS2564024.23
Endorsement No:	2	Processed Date:	09/27/2023

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Endorsement 3

NAMED INSURED: City of Ormond Beach

E2013.2 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

With the exception of any risks located in the jurisdictions below, service of process in any suit against **us** may be made on:

Hiscox Inc.
5 Concourse Parkway Suite, 2150
Atlanta GA, 30328
Attn: Head of Claims

For any policy in the jurisdictions listed below, service of process in any suit against **us** must be made on the following nominees:

1. For California risks, service of process must be made on:
Wilson, Elser, Moskowitz, Edelman & Dicker
555 S. Flower Street
Suite 2900
Los Angeles, CA 90071

2. For Illinois risks, service of process must be made on:

Lloyd's Illinois, Inc.
181 West Madison Street
Suite 3870
Chicago, IL 60602-4541

It is not necessary for the Director of Insurance to be specifically named or for their address to be specified.

3. For Kentucky risks, service of process must be made on:
Lloyd's Kentucky, Inc.
341 West Main Street
Frankfort, KY 40601-18082

If the policy is in any of the following jurisdictions, service of process may also be made upon the below:

1. For Guam risks, service of process may also be made on either of the following:

Thomas Sterling, Esq.
Blair, Sterling, Johnson, Martinez, P.C.
Suite 1008 DNA Building

Agent Name: N/A
Agent Address: N/A

Endorsement 3

NAMED INSURED: City of Ormond Beach

238 Archbishop F.C. Flores Street

Hagatna, Guam 96910-5205

Telephone: (671) 477-7857

Facsimile: (671) 472-4290

Email: tcsterling@kbsjlaw.com

2. For Oklahoma risks, service of process may also be made on:
Oklahoma Insurance Commissioner
Oklahoma Insurance Department
4157 S. Harvard, Suite 121
Tulsa, OK 74135

3. For Puerto Rico risks, service of process may also be made on:
Commissioner of Insurance
Office of the Commissioner of Insurance, Commonwealth of Puerto Rico
GAM Tower, Urb. Tabonuco, Suite 400
Guaynabo, Puerto Rico 00968-3020
Telephone: (787) 304-8686
Facsimile: (787) 273-6365
In the event service of process is made on the Commissioner of Insurance, the Commissioner must forward any papers he or she has received to **us** at the address specified above.

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

Endorsement effective:	10/01/2023	Certificate No.:	UTS2564024.23
Endorsement No:	3	Processed Date:	09/27/2023

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Endorsement 3

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Endorsement 4

NAMED INSURED: City of Ormond Beach

E2021.1 Florida Amendatory Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

I. The Cancellation provision in Section IV. Other provisions affecting coverage is deleted in its entirety and replaced with the following.

Cancellation

1. This policy may be cancelled by the **named insured** by giving **us** advance written notice stating when thereafter such cancellation will be effective. If the **named insured** cancels this policy, **we** will retain the customary short rate proportion of the premium.

2. Policies in effect for 90 days or less

If this policy has been in effect for 90 days or less, **we** may cancel this policy by mailing to the first **named insured** by registered, certified or other first class mail, at the address shown in Item 1 of the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if **we** cancel for non-payment of premium; or

(b) 20 days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:

i A material misstatement or misrepresentation; or

ii A failure to comply with the underwriting standards established by **us.**

3. Policies in effect for more than 90 Days

If this policy has been in effect for more than 90 days, **we** may also cancel this policy by mailing to the first **named insured** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice, including the reason(s) for cancellation, stating when not less than 45 days thereafter (or 10 days thereafter when cancellation is due to non-payment of premium), the cancellation will be effective.

We may cancel this policy only for one of the following reasons:

(a) Non-payment of premium;

(b) The policy was obtained by a material misstatement;

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Endorsement 4

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(c) There has been a failure to comply with underwriting requirements established within 90 days of the effective date of coverage;

(d) There has been a substantial change in the risk covered by the policy; or

(e) The cancellation is for all **insureds** under such policies for a given class of insureds.

4. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice. If **we** cancel this policy, any return premium will be calculated pro rata. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation. If return premium is not refunded with the notice of cancellation, **we** will mail the refund within 15 working days after the date cancellation takes effect.

II. Section IV. Other provisions affecting coverage is amended to include the following at the end:

Non-renewal

If **we** elect not to renew this policy, **we** will mail or deliver to the first **named insured** written notice of non-renewal, including the reason for non-renewal, not less than 45 days before the end of the **policy period**.

We will mail or deliver the notice of non-renewal to the first **named insured** at the address shown in Item 1 of the Declarations. If the notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

Endorsement effective:	10/01/2023	Certificate No.:	UTS2564024.23
Endorsement No:	4	Processed Date:	09/27/2023

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Endorsement 5

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E2017.3 Policyholder Disclosure Notice of Terrorism Insurance Cover

YOU ARE HEREBY NOTIFIED THAT FOLLOWING THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT REMIBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEEDS $100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE OF SUCH LOSSES FOR ALL INSURERS EXCEEDS $100 BILLION, COVERAGE MAY BE REDUCED.

As defined in Section 102(1) of the Act, as amended: The term "Act of Terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an Act of Terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Notwithstanding the TRIA program, this Policy insures against all terrorism perils in accordance with the terms, conditions and exclusions of this insurance. Your policy includes coverage for terrorism losses that are outside the TRIA definition of an "Act of Terrorism" as above. It also provides coverage for you according to your Policy terms, conditions, exclusions and limits, irrespective of any cap.

The allocation of the premium for TRIA coverage is provided below and does not include any charges for the portion of loss covered by the United States government under the Act.

The allocation we have made in respect of US exposures to Acts of Terrorism, as defined under TRIA, is 80% of your current premium. This premium allocation applies to expiry of the risk or 12:00 midnight December 31, 2027, the date on which the TRIA program is scheduled to terminate, whichever is sooner.

PLEASE RETAIN A COPY OF THIS DISCLOSURE NOTICE FOR YOUR RECORDS

Endorsement effective:	10/01/2023	Certificate No.:	UTS2564024.23
Endorsement No:	5	Processed Date:	09/27/2023

Hiscox Inc.

HISCOX R5
rapid response • recover • rebuild • renew

Administered by Hiscox Inc.
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

Endorsement 5

NAMED INSURED: City of Ormond Beach



Authorized Representative
Kevin Kerridge

HISCOX

CONFORMITY NOTICE

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol “$” is used in this policy, it shall mean United States Dollars (USD).

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with trade and economic sanctions. To that end:

I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site http://www.treas.gov/offices/enforcement/ofac/.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

(1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;

(2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;

(3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;

(4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or

(5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at http://www.treas.gov/offices/enforcement/ofac/.

HISCOX

Policyholder Notice
Complaints or Comments

Any complaints or comments may be sent:

- By Mail to:

  Legal Department
  Hiscox USA
  520 Madison Avenue, 32nd Floor
  New York, NY 10022; or

- By Email to:

  us_helpdesk_rfl@hiscox.com

Confidential



Active Shooter and Malicious Attack Policy
Workplace Violence eLearning course

Learn how to prevent and respond to workplace violence via Control Risks' world class eLearning course for managers.

As a policy holder, you are assigned access to the eLearning course for one year, with a fixed number of individual licenses allocated per policy. Your broker will notify you of the number of licenses available as part of your policy.

Register users for access at the following link:
https://www.controlrisks.com/-/hiscox-workplace-violence-elearning

You can register multiple users on the same form, using the free text box at the bottom of the form for additional user details. A name and email address for each user is required.

All mandatory fields (including "state" for US registrants) must be complete for successful registration. Google Chrome works best.

For questions, please email eLearning@controlrisks.com with "Hiscox policy holder" in the title.

Control Risks incident response

- If a malicious attack is already underway, **call the emergency services immediately**.
- If a malicious attack incident has occurred, **call the Control Risks hotline** to initiate incident response:

  +44 20 8148 3187 (worldwide)
  +1 833 439 8346 (USA)

- After contacting Control Risks, please notify Hiscox via your broker.

CHUBB

ACE American Insurance Company
(A Stock Company)
Philadelphia, PA 19106
(Herein called We, Us, Our)

Blanket Accident Insurance
Policy Amendment

Policy Number: ADD N16745169 **Effective Date: October 1, 2023**

Policyholder: City of Ormond Beach **Amendment No.: 1**

This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

- In the *Schedule of Benefits*, under Funeral and Burial Expense Benefit, the Benefit Amount is changed to: $10,000

- The remaining Annual Installment is changed to:

Due	Amount
October 1, 2023	$4,309

This form ends at the same time as the Policy. It is subject to all of the terms, limitations and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

Brandon Peene, Secretary

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

2000 11523 FLD RGLR
09 1151637554 07

Agent: (386)252-9601
Report a Claim: www.wrightflood.com

00995

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

00995

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

070283609115163755423271O4 04808 00995

2000 11523 FLD RGLR
09 1151637554 07



070283609115163755423271O4 04808

Wright National Flood Insurance Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
1-800-820-3242

FL 99.ARD 1021.
0877214
9/27/23

Policy Number
09 1151637554 07

Date of Notice
9/27/23

IMPORTANT – YOUR ACTION IS REQUIRED
FOR RENEWAL OF YOUR FLOOD INSURANCE POLICY

Dear Insured,

Effective October 2021, the National Flood Insurance Program implemented its new rating methodology -- **Risk Rating 2.0** Equity in Action. You can find more information on RR 2.0 rating methodology at www.fema.gov/flood-insurance/risk-rating.

Please carefully review your enclosed policy's Declaration Page to verify that all information is correct, ensure you are receiving the correct premium and prevent coverage issues at the time of a flood claim.

Please contact your agent to make any corrections to the information on your Declarations Page or if you have any questions.

We appreciate your help and attention to this matter.

Thank you for choosing Wright Flood!

070283609115163755423270O3 00007 00995

Insured

0877214
9/27/23

09 1151637554 07
2000 11523 FLD RGLR

070283609111516375542327003 00007

Insured

WRIGHT
Wright National Flood Insurance Company

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL99.001 1021
0877214
9/27/23
2000 11523 FLD RGLR

FLOOD DECLARATIONS PAGE
RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1151637554 07	1151637554	General Property Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 10/01/23 To:10/01/24 12:01 am Standard Time	09/27/2023	0702836	9902198183

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC - CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412
KELLENWOOD@BBDAYTONA.COM

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

Property Location (if other than above)
25 RIVERSIDE DR, ORMOND BEACH FL 32176

Address may have been changed in accordance with USPS standards.

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Non-Residential Building
Building Description: Government Owned

Property Description: Slab on Grade, 2 floors

Flood Risk: X
First Floor Height: .2 ft
Method Used to Determine First Floor Height: FEMA Determined
Date of Construction: 12/01/1960
Prior NFIP Claims: 0

Replacement Cost Value: 750,000

Coverage		Deductible	Annual Premium
BUILDING	$500,000	$1,250	$6,262.00
CONTENTS	$300,000	$1,250	$3,585.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium:	$75.00
Mitigation Discount:	$480.00
Community Rating Discount:	$2,312.00
FULL RISK PREMIUM:	$7,130.00
Statutory Discounts	
Annual Increased Cap Discount:	$3,199.00
DISCOUNTED PREMIUM:	$3,931.00
Reserve Fund Assessment:	$708.00
Federal Policy Service Fee:	$47.00
HFIAA Surcharge	$250.00
TOTAL WRITTEN PREMIUM AND FEES:	$4,936.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

WFL 99.415 1021 1021 FFL 99.310 0120 0120 WFL 99.118 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones, President

070283609115163755423270O2 00007 00995
Insured

09 1151637554 07

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: General Property Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:
Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

0702836091151637554232700 2 00007

Insured

Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL 99.310 0120
0877214
9/27/23

Wright National Flood Insurance Company
Privacy Statement

09 1151637554 07
2000 11523 FLD RGLR

10/01/23

Revised: January 1, 2020

This Privacy Statement explains our privacy practices, including how we use your non-public personal information ("Personal Information") and to whom it is disclosed. We may amend this Privacy Statement from time to time consistent with applicable privacy laws.

Wright National Flood Insurance Company and its affiliates, Wright National Flood Insurance Services, LLC, DBA Wright Flood Insurance Services, LLC in California, and Wright National Flood Insurance Services of New York, LLC, member companies of The Wright Insurance Group, LLC, follow the privacy practices described in this Privacy Statement. Depending on the business they perform, these affiliates may also share information as described below.

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms we receive from you or your authorized representative, such as your name, address, social security number, tax identification number, asset information and income information;
- Information about your transactions with us or the services being performed by, us, our affiliates or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such a transaction, account balances, credit card numbers and payment histories;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our site(s) and the pages viewed while at our site(s); and
- Information we receive from consumer or other reporting agencies.

Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards designed to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Sharing of Personal Information

We do not disclose Personal Information about our customers or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is otherwise permitted by law.

Consistent with applicable law, we may nevertheless provide all or some of the Personal Information described above (excluding information we receive from consumer or other credit reporting agencies) to the following individuals and companies:

- to our affiliates, including insurance companies and agents to provide you with services you have requested or as otherwise permitted under applicable law;
- to insurance agents, brokers, representatives, support organizations or others:
  - to the extent necessary to provide you with services you have requested, so long as the above entities and persons agree not to further disclose your Personal Information except to the extent necessary to carry out the requested service on your behalf;
  - to enable us to detect or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance transaction; and

- in connection with performing an insurance transaction for you;

- to third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or provide you with services you have requested; and

- to an insurance regulatory authority, or a law enforcement or other governmental authority.

Sharing of Personal Information With Service Providers

We may share some or all of the Personal Information (excluding information we receive from consumer or other credit reporting agencies) that we collect about you with nonaffiliated third parties to provide services or functions on our behalf pursuant to a contractual agreement prohibiting the third party from disclosing or using your Personal Information other than to carry out the purposes for which we disclosed the Personal Information. Such services may include the marketing of financial products or services offered pursuant to agreements between one or more financial institutions.

Right to Opt Out of Information Sharing With Nonaffiliated Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to offer consumers the right to "opt out" of the sharing of Personal Information with nonaffiliated parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt out" opportunity does not apply to you.

For Residents of California, New Mexico and Vermont: Your Authorization Is Required Prior To The Sharing of Your Information With Nonaffiliated Third Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to obtain your authorization ("opt in") prior to sharing your Personal Information with nonaffiliated third parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt in" opportunity does not apply to you.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the following address:

Privacy Compliance Officer
Wright National Flood Insurance Company
801 94th Avenue North - Suite 110
St. Petersburg, FL 33702

Compliance@weareflood.com
1-800-820-3242, ext 7777

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

2000 11523 FLD RGLR
09 1150104431 14

Agent: (386)252-9601
Report a Claim: www.wrightflood.com

00292

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

00292

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

07028360911501044312327104 04806 00292

2000 11523 FLD RGLR
09 1150104431 14

Wright National Flood Insurance Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
1-800-820-3242

FL 99.ARD 1021
0877214
9/27/23

Policy Number
09 1150104431 14

Date of Notice
9/27/23

IMPORTANT – YOUR ACTION IS REQUIRED
FOR RENEWAL OF YOUR FLOOD INSURANCE POLICY

Dear Insured,

Effective October 2021, the National Flood Insurance Program implemented its new rating methodology -- **Risk Rating 2.0** Equity in Action. You can find more information on RR 2.0 rating methodology at www.fema.gov/flood-insurance/risk-rating.

Please carefully review your enclosed policy's Declaration Page to verify that all information is correct, ensure you are receiving the correct premium and prevent coverage issues at the time of a flood claim.

Please contact your agent to make any corrections to the information on your Declarations Page or if you have any questions.

We appreciate your help and attention to this matter.

Thank you for choosing Wright Flood!

0702836091150104431232700 3 00005 00292

Insured

0877214
9/27/23

09 1150104431 14
2000 11523 FLD RGLR

070283609115010443123270003 00005

Insured

WRIGHT
Wright National Flood Insurance Company

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL99.001 1021
0877214
9/27/23
2000 11523 FLD RGLR

FLOOD DECLARATIONS PAGE
RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1150104431 14	1150104431	General Property Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 10/01/23 To:10/01/24 12:01 am Standard Time	09/27/2023	0702836	09 1150104431 13

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC - CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412
KELLENWOOD@BBDAYTONA.COM

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

Property Location (if other than above) **Address may have been changed in accordance with USPS standards.**
500 N ORCHARD ST # 400, ORMOND BEACH FL 32174

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Non-Residential Building
Building Description: Government Owned

Flood Risk: AE
First Floor Height: 3.5 ft
Method Used to Determine First Floor Height: FEMA Determined
Date of Construction: 07/01/1991
Prior NFIP Claims: 0

Property Description: Slab on Grade, 1 floor

Replacement Cost Value: 3,213,590

Coverage		Deductible	Annual Premium
BUILDING	$500,000	$1,250	$2,715.00
CONTENTS	$435,000	$1,250	$1,551.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium:	$75.00
Community Rating Discount:	$1,037.00
FULL RISK PREMIUM:	$3,304.00
Statutory Discounts	
Annual Increased Cap Discount:	$941.00
DISCOUNTED PREMIUM:	$2,363.00
Reserve Fund Assessment:	$425.00
Federal Policy Service Fee:	$47.00
HFIAA Surcharge:	$250.00
TOTAL WRITTEN PREMIUM AND FEES	$3,085.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

WFL 99.415 1021 1021 FFL 99.310 0120 0120 WFL 99.118 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones, President

070283609115010443123270O2 00005 00292

Insured

FFL99.001 1021
0877214
9/27/23

09 1150104431 14

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: General Property Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:
Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

070283609115010443123270O2 00005

Insured

Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL 99.310 0120
0877214
9/27/23

Wright National Flood Insurance Company
Privacy Statement

09 1150104431 14
2000 11523 FLD RGLR

10/01/23

Revised: January 1, 2020

This Privacy Statement explains our privacy practices, including how we use your non-public personal information ("Personal Information") and to whom it is disclosed. We may amend this Privacy Statement from time to time consistent with applicable privacy laws.

Wright National Flood Insurance Company and its affiliates, Wright National Flood Insurance Services, LLC, DBA Wright Flood Insurance Services, LLC in California, and Wright National Flood Insurance Services of New York, LLC, member companies of The Wright Insurance Group, LLC, follow the privacy practices described in this Privacy Statement. Depending on the business they perform, these affiliates may also share information as described below.

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms we receive from you or your authorized representative, such as your name, address, social security number, tax identification number, asset information and income information;
- Information about your transactions with us or the services being performed by, us, our affiliates or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such a transaction, account balances, credit card numbers and payment histories;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our site(s) and the pages viewed while at our site(s); and
- Information we receive from consumer or other reporting agencies.

Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards designed to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Sharing of Personal Information

We do not disclose Personal Information about our customers or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is otherwise permitted by law.

Consistent with applicable law, we may nevertheless provide all or some of the Personal Information described above (excluding information we receive from consumer or other credit reporting agencies) to the following individuals and companies:

- to our affiliates, including insurance companies and agents to provide you with services you have requested or as otherwise permitted under applicable law;
- to insurance agents, brokers, representatives, support organizations or others:
  - to the extent necessary to provide you with services you have requested, so long as the above entities and persons agree not to further disclose your Personal Information except to the extent necessary to carry out the requested service on your behalf;
  - to enable us to detect or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance transaction; and

- in connection with performing an insurance transaction for you;

- to third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or provide you with services you have requested; and

- to an insurance regulatory authority, or a law enforcement or other governmental authority.

Sharing of Personal Information With Service Providers

We may share some or all of the Personal Information (excluding information we receive from consumer or other credit reporting agencies) that we collect about you with nonaffiliated third parties to provide services or functions on our behalf pursuant to a contractual agreement prohibiting the third party from disclosing or using your Personal Information other than to carry out the purposes for which we disclosed the Personal Information. Such services may include the marketing of financial products or services offered pursuant to agreements between one or more financial institutions.

Right to Opt Out of Information Sharing With Nonaffiliated Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to offer consumers the right to "opt out" of the sharing of Personal Information with nonaffiliated parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt out" opportunity does not apply to you.

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Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the following address:

Privacy Compliance Officer
Wright National Flood Insurance Company
801 94th Avenue North - Suite 110
St. Petersburg, FL 33702

Compliance@weareflood.com
1-800-820-3242, ext 7777

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

2000 11523 FLD RGLR
09 1150752921 12

Agent: (386)252-9601
Report a Claim: www.wrightflood.com

00541

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

00541

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

070283609115075292123271O4 04803 00541

2000 11523 FLD RGLR
09 1150752921 12

07028360911507529212327104 04803



Wright National Flood Insurance Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
1-800-820-3242

FL 99.ARD 1021
3111014
9/27/23

Policy Number
09 1150752921 12

Date of Notice
9/27/23

IMPORTANT – YOUR ACTION IS REQUIRED
FOR RENEWAL OF YOUR FLOOD INSURANCE POLICY

Dear Insured,

Effective October 2021, the National Flood Insurance Program implemented its new rating methodology -- **Risk Rating 2.0** Equity in Action. You can find more information on RR 2.0 rating methodology at www.fema.gov/flood-insurance/risk-rating.

Please carefully review your enclosed policy's Declaration Page to verify that all information is correct, ensure you are receiving the correct premium and prevent coverage issues at the time of a flood claim.

Please contact your agent to make any corrections to the information on your Declarations Page or if you have any questions.

We appreciate your help and attention to this matter.

Thank you for choosing Wright Flood!

0702836091150752921232700 3 00002 00541

Insured

3111014
9/27/23

09 1150752921 12
2000 11523 FLD RGLR

070283609115075292123270003 00002

Insured

WRIGHT
Wright National Flood Insurance Company

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL99.001 1021
3111014
9/27/23
2000 11523 FLD RGLR

FLOOD DECLARATIONS PAGE
RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1150752921 12	1150752921	General Property Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 10/01/23 To:10/01/24 12:01 am Standard Time	09/27/2023	0702836	1150752921

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC - CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412
KELLENWOOD@BBDAYTONA.COM

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

Property Location (if other than above)
364 S ATLANTIC AVE, ORMOND BEACH FL 32176

Address may have been changed in accordance with USPS standards.

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Non-Residential Building
Building Description: Government Owned

Flood Risk: X
First Floor Height: 1.1 ft
Method Used to Determine First Floor Height: FEMA Determined
Date of Construction: 01/01/2006
Prior NFIP Claims: 0

Property Description: Slab on Grade, 1 floor

Replacement Cost Value: 1,098,400

Coverage		Deductible	Annual Premium
BUILDING	$500,000	$1,250	$4,373.00
CONTENTS	$100,000	$1,250	$1,444.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium:	$75.00
Mitigation Discount:	$281.00
Community Rating Discount:	$1,354.00
FULL RISK PREMIUM:	$4,257.00
Statutory Discounts	
Annual Increased Cap Discount:	$1,237.00
DISCOUNTED PREMIUM:	$3,020.00
Reserve Fund Assessment:	$544.00
Federal Policy Service Fee:	$47.00
HFIAA Surcharge	$250.00
TOTAL WRITTEN PREMIUM AND FEES:	$3,861.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

WFL 99.415 1021 1021 FFL 99.310 0120 0120 WFL 99.118 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any

Patricia Templeton-Jones, President

070283609115075292123270O2 00002 00541

Insured

09 1150752921 12

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: General Property Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:
Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

070283609115075292123270O2 00002

Insured

Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL 99.310 0120
3111014
9/27/23

Wright National Flood Insurance Company
Privacy Statement

09 1150752921 12
2000 11523 FLD RGLR

10/01/23

Revised: January 1, 2020

This Privacy Statement explains our privacy practices, including how we use your non-public personal information ("Personal Information") and to whom it is disclosed. We may amend this Privacy Statement from time to time consistent with applicable privacy laws.

Wright National Flood Insurance Company and its affiliates, Wright National Flood Insurance Services, LLC, DBA Wright Flood Insurance Services, LLC in California, and Wright National Flood Insurance Services of New York, LLC, member companies of The Wright Insurance Group, LLC, follow the privacy practices described in this Privacy Statement. Depending on the business they perform, these affiliates may also share information as described below.

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms we receive from you or your authorized representative, such as your name, address, social security number, tax identification number, asset information and income information;
- Information about your transactions with us or the services being performed by, us, our affiliates or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such a transaction, account balances, credit card numbers and payment histories;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our site(s) and the pages viewed while at our site(s); and
- Information we receive from consumer or other reporting agencies.

Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards designed to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Sharing of Personal Information

We do not disclose Personal Information about our customers or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is otherwise permitted by law.

Consistent with applicable law, we may nevertheless provide all or some of the Personal Information described above (excluding information we receive from consumer or other credit reporting agencies) to the following individuals and companies:

- to our affiliates, including insurance companies and agents to provide you with services you have requested or as otherwise permitted under applicable law;
- to insurance agents, brokers, representatives, support organizations or others:
  - to the extent necessary to provide you with services you have requested, so long as the above entities and persons agree not to further disclose your Personal Information except to the extent necessary to carry out the requested service on your behalf;
  - to enable us to detect or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance transaction; and

- in connection with performing an insurance transaction for you;

- to third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or provide you with services you have requested; and

- to an insurance regulatory authority, or a law enforcement or other governmental authority.

Sharing of Personal Information With Service Providers

We may share some or all of the Personal Information (excluding information we receive from consumer or other credit reporting agencies) that we collect about you with nonaffiliated third parties to provide services or functions on our behalf pursuant to a contractual agreement prohibiting the third party from disclosing or using your Personal Information other than to carry out the purposes for which we disclosed the Personal Information. Such services may include the marketing of financial products or services offered pursuant to agreements between one or more financial institutions.

Right to Opt Out of Information Sharing With Nonaffiliated Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to offer consumers the right to "opt out" of the sharing of Personal Information with nonaffiliated parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt out" opportunity does not apply to you.

For Residents of California, New Mexico and Vermont: Your Authorization Is Required Prior To The Sharing of Your Information With Nonaffiliated Third Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to obtain your authorization ("opt in") prior to sharing your Personal Information with nonaffiliated third parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt in" opportunity does not apply to you.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the following address:

Privacy Compliance Officer
Wright National Flood Insurance Company
801 94th Avenue North - Suite 110
St. Petersburg, FL 33702

Compliance@weareflood.com
1-800-820-3242, ext 7777

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

2000 11523 FLD RGLR
09 1151636629 07

Agent: (386)252-9601
Report a Claim: www.wrightflood.com

00993

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

WRIGHT NATIONAL FLOOD INSURANCE COMPANY
BROWN & BROWN OF FLORIDA INC -
PO BOX 2412
DAYTONA BEACH FL 32115

00993

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

070283609115163662923271O4 0480A 00993

2000 11523 FLD RGLR
09 1151636629 07



07028360911516366292327104 0480A

Wright National Flood Insurance Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
1-800-820-3242

FL 99.ARD 1021.
0877214
9/27/23

Policy Number
09 1151636629 07

Date of Notice
9/27/23

IMPORTANT – YOUR ACTION IS REQUIRED
FOR RENEWAL OF YOUR FLOOD INSURANCE POLICY

Dear Insured,

Effective October 2021, the National Flood Insurance Program implemented its new rating methodology -- **Risk Rating 2.0** Equity in Action. You can find more information on RR 2.0 rating methodology at www.fema.gov/flood-insurance/risk-rating.

Please carefully review your enclosed policy's Declaration Page to verify that all information is correct, ensure you are receiving the correct premium and prevent coverage issues at the time of a flood claim.

Please contact your agent to make any corrections to the information on your Declarations Page or if you have any questions.

We appreciate your help and attention to this matter.

Thank you for choosing Wright Flood!

0702836091151636629232700 3 00009 00993

Insured

0877214
9/27/23

09 1151636629 07
2000 11523 FLD RGLR

070283609115163662923270003 00009

Insured

WRIGHT
Wright National Flood Insurance Company

A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL99.001 1021
0877214
9/27/23
2000 11523 FLD RGLR

FLOOD DECLARATIONS PAGE
RENEWAL

National Flood Insurance Policy

Policy Number	NFIP Policy Number	Product Type:
09 1151636629 07	1151636629	General Property Form

Policy Period	Date of Issue	Agent Code	Prior Policy Number
From: 10/01/23 To:10/01/24 12:01 am Standard Time	09/27/2023	0702836	9902198181

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC - CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412
KELLENWOOD@BBDAYTONA.COM

CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH FL 32175-0277

Property Location (if other than above)
22 S BEACH ST, ORMOND BEACH FL 32174

Address may have been changed in accordance with USPS standards.

Rating Information

Rate Category: Rating Engine
Primary Residence: N
Building Occupancy: Non-Residential Building
Building Description: Government Owned

Flood Risk: X
First Floor Height: 1.1 ft
Method Used to Determine First Floor Height: FEMA Determined
Date of Construction: 12/01/1990
Prior NFIP Claims: 0

Property Description: Slab on Grade, 2 floors

Replacement Cost Value: 3,500,000

Coverage		Deductible	Annual Premium
BUILDING	$500,000	$1,250	$6,624.00
CONTENTS	$450,000	$1,250	$3,885.00

Your property's NFIP flood claims history can affect your premium. For more information contact your insurance agent or company.

ICC Premium:	$75.00
Mitigation Discount:	$511.00
Community Rating Discount:	$2,470.00
FULL RISK PREMIUM:	$7,603.00
Statutory Discounts	
Annual Increased Cap Discount:	$3,104.00
DISCOUNTED PREMIUM:	$4,499.00
Reserve Fund Assessment:	$810.00
Federal Policy Service Fee:	$47.00
HFIAA Surcharge	$250.00
TOTAL WRITTEN PREMIUM AND FEES:	$5,606.00

THIS IS NOT A BILL

Premium Paid by: Insured

Forms and Endorsements:

WFL 99.415 1021 1021 FFL 99.310 0120 0120 WFL 99.118 1021 1021

This policy is issued by NAIC company 11523
Wright National Flood Insurance Company A stock company
Copy Sent To: As indicated on back or additional pages, if any.

Patricia Templeton-Jones, President

070283609111516366292327002 00009 00993

Insured

09 1151636629 07

Agent (386)252-9601
BROWN & BROWN OF FLORIDA INC -
CL
PO BOX 2412
DAYTONA BEACH FL 32115-2412

Dear Mortgagee: The Reform Act of 1994 require you to notify the WYO company for this policy within 60 days of any changes in the servicer of this loan.

The above message applies only when there is a mortgagee on the insured location.

Special Provisions:

This policy covers only one building. If you have more than one building on your property, please make sure they are all covered. See III. Property Covered within your Flood policy for the NFIP definition of "building" or contact your agent, broker, or insurance company. Please refer to the policy for complete terms, conditions, and exclusions. A full, digital copy of your flood policy form is available at www.wrightflood.com/policyforms.html. The form which applies to your policy coverage is: General Property Form

For questions about your flood insurance policy rating, contact your agent or insurance company. To learn more about your flood risk please visit FloodSmart.gov/floodcosts.

Claims Information:
Please contact your agent or go to www.wrightflood.com to enter your claim as well as receive important information to mitigate the damage to your property. If you need to reach the insurance company the number is 1-800-725-9472.

070283609115163662923270O2 00009

Insured

Wright National Flood Insurance Company
A Stock Company
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-820-3242
Claims: 1-800-725-9472

FFL 99.310 0120
0877214
9/27/23

Wright National Flood Insurance Company
Privacy Statement

09 1151636629 07
2000 11523 FLD RGLR

10/01/23

Revised: January 1, 2020

This Privacy Statement explains our privacy practices, including how we use your non-public personal information ("Personal Information") and to whom it is disclosed. We may amend this Privacy Statement from time to time consistent with applicable privacy laws.

Wright National Flood Insurance Company and its affiliates, Wright National Flood Insurance Services, LLC, DBA Wright Flood Insurance Services, LLC in California, and Wright National Flood Insurance Services of New York, LLC, member companies of The Wright Insurance Group, LLC, follow the privacy practices described in this Privacy Statement. Depending on the business they perform, these affiliates may also share information as described below.

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms we receive from you or your authorized representative, such as your name, address, social security number, tax identification number, asset information and income information;
- Information about your transactions with us or the services being performed by, us, our affiliates or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such a transaction, account balances, credit card numbers and payment histories;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our site(s) and the pages viewed while at our site(s); and
- Information we receive from consumer or other reporting agencies.

Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards designed to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Sharing of Personal Information

We do not disclose Personal Information about our customers or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is otherwise permitted by law.

Consistent with applicable law, we may nevertheless provide all or some of the Personal Information described above (excluding information we receive from consumer or other credit reporting agencies) to the following individuals and companies:

- to our affiliates, including insurance companies and agents to provide you with services you have requested or as otherwise permitted under applicable law;
- to insurance agents, brokers, representatives, support organizations or others:
  - to the extent necessary to provide you with services you have requested, so long as the above entities and persons agree not to further disclose your Personal Information except to the extent necessary to carry out the requested service on your behalf;
  - to enable us to detect or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance transaction; and

- in connection with performing an insurance transaction for you;

- to third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or provide you with services you have requested; and

- to an insurance regulatory authority, or a law enforcement or other governmental authority.

Sharing of Personal Information With Service Providers

We may share some or all of the Personal Information (excluding information we receive from consumer or other credit reporting agencies) that we collect about you with nonaffiliated third parties to provide services or functions on our behalf pursuant to a contractual agreement prohibiting the third party from disclosing or using your Personal Information other than to carry out the purposes for which we disclosed the Personal Information. Such services may include the marketing of financial products or services offered pursuant to agreements between one or more financial institutions.

Right to Opt Out of Information Sharing With Nonaffiliated Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to offer consumers the right to "opt out" of the sharing of Personal Information with nonaffiliated parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt out" opportunity does not apply to you.

For Residents of California, New Mexico and Vermont: Your Authorization Is Required Prior To The Sharing of Your Information With Nonaffiliated Third Parties Other Than As Permitted By Law

Under certain circumstances not applicable here, financial institutions are required to obtain your authorization ("opt in") prior to sharing your Personal Information with nonaffiliated third parties, when such sharing of Personal Information is not authorized by law. Since we do not share your Personal Information with nonaffiliated third parties except as expressly permitted by law, this notice and "opt in" opportunity does not apply to you.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the following address:

Privacy Compliance Officer
Wright National Flood Insurance Company
801 94th Avenue North - Suite 110
St. Petersburg, FL 33702

Compliance@weareflood.com
1-800-820-3242, ext 7777

COVER PAGE

Insured's Name: City of Ormond Beach

Policy # STP-421795

UMR # _____

(Lloyd's Policies Only)

Policy Dates: From: 4/29/2023 To: 4/29/2024

Endt Effective Date: _____ Endt #: _____

Surplus Lines Agent's Name: Timothy L. Clegg

Surplus Lines Agent's Address: 3345 S. Val Vista Dr. #300 Gilbert, AZ 85297

Surplus Lines Agent's License #: P172454

Producing Agency's Name: Brown & Brown of Florida - Daytona Beach

Producing Agent's Name: Patty Heiskell, AAI

Producing Agency's Physical Address: 300 N. Beach Street, Daytona Beach, FL 32114

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Policy Premium: $7,788.00

Policy Fee: $250.00

Florida Tax: $0.00

FSLSO Fee: $0.00

Carrier Fee: $0.00

Surplus Lines Agent's Countersignature: TLC

☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU"**

CRUM & FORSTER

A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS

POLICY NUMBER:	RENEWAL OF:	DATE ISSUED:
STP-421795	STP-418010	04/19/2023

Item 1.	**NAMED INSURED & ADDRESS:** CITY OF ORMOND BEACH *22 S Beach Street* *Ormond Beach, FL 32174*		**PRODUCER NAME & ADDRESS:** *UCPM, INC.* *3345 S Vol Vista Dr, Suite 300* *Gilbert, Arizona 85297-0000*
	FORM OF BUSINESS: Governmental Entity/Public Property		**PRODUCER CODE:** 9495
Item 2.	**POLICY PERIOD:**	04/29/2023 to 04/29/2024 12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	**LIMITS OF INSURANCE:**		
	Policy Aggregate Limit		$2,000,000
	Each Confirmed Release:		$1,000,000
	Defense Expense Aggregate Limit:		$1,000,000
Item 4.	**DEDUCTIBLE/SELF-INSURED RETENTION:**	See Deductible schedule Endorsement CFSTP 00 002	
Item 5.	**RETROACTIVE DATES:**	See Endorsement CFSTP 00 525	
Item 6.	**PREMIUM:**		
		Policy Premium:	$7,788
		TRIPRA Premium:	Excluded
		Total Policy Premium:	$7,788
		Minimum Earned Premium:	25%
		Minimum Policy Premium:	100%
Item 7.	**AUDIT PERIOD:** Not Subject to Audit	Basis: Units: 2 USTs ,6 ASTs	Rate: Flat

THESE DECLARATIONS, TOGETHER WITH POLICY JACKET, MASTER FORMS LIST, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

SCHEDULE OF FORMS & ENDORSEMENTS

Form No.	Form Title
CFSTP 00 001 10 16	COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS
EN002-0211	SCHEDULE OF FORMS AND ENDORSEMENTS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICY HOLDERS
CS 07001 01 21	C&F SPECIALTY SIGNATURE PAGE
EN0004-0521	CLAIMS REPORTING
EN0005-1017	SERVICE OF PROCESS CLAUSE
EN0007 1019	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
EN0011-1014	PRIVACY NOTICE
EN0050-0222	EMERGENCY RESPONSE HOTLINE
EN0052-0222	NOTICE OF LOSS ALL
CFSTP 00 000 01 15	STORAGE TANK POLLUTION POLICY
CFSTP 00 002 01 21	DEDUCTIBLE ENDORSEMENT
CFSTP 00 501 10 15	MANDATORY NOTICE OF VOLUNTARY REMOVAL OR REPLACEMENT OF UNDERGROUND STORAGE TANKS SYSTEM
CFSTP 00 525 05 16	COVERED STORAGE TANK COVERAGE ENDORSEMENT
CFSTP 00 536 10 13	POLLUTION CONDITIONS EXCLUSION
CFSTP 00 541 10 13	ABOVEGROUND STORAGE TANK POLLUTION CONDITION DEFINITION AMENDATORY ENDORSEMENT
CFSTP 00 546 10 13	LOADING OR UNLOADING COVERAGE ENDORSMENT
CFSTP FR CERT-FL	FINANCIAL RESPONSIBILITY CERTIFICATE OF INSURANCE - FL

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

© ISO Properties, Inc., 2004

Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE

Marc J. Adee
Chairman and CEO

SIGNATURE

Michael P. McTigue
Secretary

CS 07 001 01 21

CRUM & FORSTER

CLAIMS REPORTING

Notice of a claim or circumstances to the Insurer shall be reported to:

Crum & Forster
Claims Department
305 Madison Avenue
Morristown, New Jersey 07960
Email: **crumandforsternol@cfins.com**
Phone: **(800) 690-5520**
Fax: **(877) 622-6204**
Online: **CFConnect.cfins.com**

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name:	Marc Adee, President
Name of Company or Firm:	Crum & Forster Specialty Insurance Company
Mailing Address:	305 Madison Avenue Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

In consideration of the premium charged it is hereby agreed that:

A. The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising directly, or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in U.S. dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added to this policy:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, "damages", "bodily injury", "property damage", "personal and advertising injury", "cleanup costs" or "ultimate net loss" as may be defined in any applicable coverage part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   a. The act resulted in insured losses in excess of $5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
   b. The act resulted in damage:
      (1) Within the United States (including its territories and possessions and Puerto Rico); or

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(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under any coverage part of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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Crum & Forster[1] Privacy Principles

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

Who collects and has access to non-public personal information?

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

Why does Crum & Forster need personal information and what do we do with it?

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

Underwriting and renewal of its commercial insurance products;
Claims Handling and adjusting, including investigation and payment of claims;
Claims administration and reporting;
Fraud detection and prevention;
Loss Control;
Complying with the law and reporting requirements;
Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

1 The Crum & Forster family of companies includes:
United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

What types of information are collected?

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

Safeguarding Your Privacy

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

About Our Website

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

Questions?

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster
Attn: Privacy Compliance Officer
305 Madison Avenue
Morristown, New Jersey 07960

CRUM & FORSTER

EMERGENCY RESPONSE HOTLINE INFORMATION

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!
The Crum & Forster Spill Reporting Program
1-800-690-5520

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement** (*EN0052*) has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement** (*EN0004*) provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.

CRUM & FORSTER

A FAIRFAX COMPANY

ENVIRONMENTAL CASUALTY NOTICE OF LOSS

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

THE C&F SPILL REPORTING PROGRAM

1-800-690-5520

When you have a claim or "loss" (including spills)

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com**; calling **800-690-5520** or faxing this form to **877-622-6204.**

Date of Report:		Date of Loss:
Name of Person Reporting Loss:		Phone:
Name of Insured:		Policy Number:
Address:		
City:	State:	Zip:
Phone:		FAX:
Insured Contact:		E-Mail:
Brokerage/Agency:		Contact Name:
Brokerage/Agency Contact Phone:		

LOSS INFORMATION:

Name of Claimant	Phone:
Address of Claimant	E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):	
Description of Loss:	

RESPONDING AGENCIES:

Fire/Police Department(s):		
Officer		Badge No.:
Address:		Phone:
Other Authorities or Contactors		
Entity	Contact:	Phone

COMPLETE FOR AUTO LOSSES

INSURED DRIVER INFORMATION:		
Company Name:		
Driver Name:		SSN:
Driver Home Address:		Phone:
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:		SSN:
Co- Driver Home Address:		Phone:
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

INSURED'S VEHICLE INFORMATION:			
Truck/Tractor No.:	Year:	Make:	VIN:
1st Trailer No.:	Year:	Make:	VIN:
2nd Trailer No.:	Year:	Make:	VIN:

INSURED CARGO INFORMATION:			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:			
Owner Name:			Phone:
Address:			Phone:
City:	State:		Zip:
Year:	Color::	Make	VIN:
Driver Name:			SSN::
Driver Home Address:			Phone:
City:	State:		Zip:
Driver's License No. and State of Issuance:			
Insurance Company:		Policy Number:	
Description of Damage:			

If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.

WITNESS INFORMATION			
Name	Address	Phone	Type of Injury

STORAGE TANK POLLUTION POLICY

THE COVERAGE AFFORDED UNDER THIS POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS.
PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words 'you and your' refer to the Named Insured shown in the Declarations. The words 'we, us and our' refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED.**

Other words and phrases that appear in quotations have special meaning. Refer to **SECTION XI - DEFINITIONS.**

"Claim(s)" must first be made by or against the insured during the "policy period" and "claim(s)" must be reported to us by the insured during the "policy period"; or **SECTION X - EXTENDED REPORTING PERIOD** if applicable.

This policy is storage tank specific. Only "scheduled storage tank system(s)" are covered. Prior notice of any "scheduled storage tank system" removal or replacement is required under this policy.

In consideration of the payment of premium and your agreement to pay the Deductible as described in **SECTION VII –DEDUCTIBLE AMOUNT**, and in reliance upon the statements in the application made a part hereof, and subject to **SECTION V – LIMITS OF INSURANCE** as set forth in the Declarations, and **SECTION II – EXCLUSIONS** and **SECTION VIII – CONDITIONS** and all other terms of this policy; we agree as follows:

SECTION I - POLLUTION LIABILITY COVERAGE

1. Insuring Agreement - "Bodily Injury" and "Property Damage" Liability

a. We will pay those sums that the insured becomes legally obligated to pay because of "bodily injury" or "property damage" arising out of a "confirmed release" that first commences on or after the "retroactive date" and is first discovered by the insured during the "policy period". The amount we will pay for damages is limited as described in **SECTION V - LIMITS OF INSURANCE**. We may at our discretion investigate any "pollution condition" and settle any "claim" or "suit" that may result.

b. This insurance applies only to "bodily injury" and "property damage" caused by a "confirmed release" that first commences on or after the "retroactive date" shown in the Declarations only if:

(i) the "confirmed release" is from a "scheduled storage tank system(s)" at a scheduled site(s) as shown in the declarations; and
(ii) the insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "claim" or "suit" on the merits in the "coverage territory" or in a settlement we agree to.

c. This insurance applies to "bodily injury" and "property damage" caused by a "confirmed release" only if a "claim" or "suit" for damages because of the "bodily injury" or "property damage" is first made against the insured and reported to us in writing during the "policy period" or extended reporting period, if applicable. Provided that:

(i) a "claim" or "suit" by a person or organization seeking damages will be deemed to have been made when written notice of such "claim" or "suit" is reported; and
(ii) two or more "claim(s)" arising out of the same, interrelated, associated, repeated or continuous "confirmed release(s)" or a series of related "confirmed release(s)" shall be considered a single "claim", and shall be subject to one Limit of Liability and only one Deductible as set out in the Declarations, regardless of the number of "insured(s)" or claimants involved or the number or amount of "loss" or "policy period(s)" for which "confirmed release(s)", "corrective action" or loss(es), occurred and regardless of the number of "confirmed release(s)" alleged to have occurred.

2. Insuring Agreement – "Corrective Action" Liability

a. We will pay those sums that the insured becomes legally obligated to pay as "corrective action" to which this insurance applies. The amount we will pay for such "corrective action" is limited as described in **SECTION V – LIMITS OF INSURANCE.**

b. This insurance applies to "corrective action" only if:
(i) the "corrective action" arises directly out of a "confirmed release" commencing on or after the "retroactive date" shown on the Policy Declarations or as specifically endorsed to the policy; and
(ii) the insured's obligation to pay for "corrective action" because of a "confirmed release" is asserted by the applicable "implementing agency" under "storage tank environmental regulations". Notice asserting such obligation must be first received by you and reported to us in writing, in such written form as we may require, during the "policy period" or the optional extended reported period, if applicable.

3. Insuring Agreement - Defense Costs

We have the right and duty to defend any "claim" or "suit" seeking damages. We will pay the costs to investigate, contest, defend or appeal "bodily injury", "property damage" and "corrective action" to which this insurance applies. The amount we will pay is limited as described in **SECTION VI - LIMIT OF DEFENSE.**

No other obligation or liability to pay sums or to perform acts or services is covered under this policy.

SECTION II – EXCLUSIONS

This insurance does not apply to any "claim", "corrective action", "suit" or costs to investigate, contest, defend, or appeal "arising from":

1. Prior Pollution Conditions

Any "pollution condition" existing, commencing or occurring prior to the "retroactive date" shown on the Declarations or as specifically endorsed to the policy, or any known "pollution condition" existing, commencing or occurring prior to the policy inception that is not disclosed in writing prior to policy inception as part of the application for insurance.

2. **Criminal, Fraudulent or Dishonest Acts**

Any "claim", "suit", or "corrective action" arising from a "confirmed release" based on :

a. Any criminal, fraudulent, or dishonest act, omission or offense committed by the insured;
b. Any act, omission or offense committed by the insured with knowledge of its wrongful nature or with the intent to cause damage;
c. The obtaining by the insured of any profit, gain or advantage to which the insured is not legally entitled; or
d. Violation of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Sections 1961 et seq. by the insured.

3. **Regulatory Non-Compliance**

Any "pollution condition" based upon or attributable to any insured's intentional, willful or deliberate noncompliance with any statute or regulation including those set forth in Title 40 of the Code of Federal Regulations and/or any ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

4. **Auto, Aircraft or Watercraft**

The ownership, entrustment to others, maintenance, use, operation, "loading" or "unloading" of any "automobile", rolling stock, aircraft or watercraft owned or operated by or rented or loaned to any insured.

This exclusion applies even if the "claim", "corrective action" or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the "confirmed release" which caused the "bodily injury" or "property damage" involved the ownership, entrustment to others, maintenance, use, operation, "loading" or "unloading" of any "automobile", rolling stock, aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

5. **Storage Tank Removal or Upgrades**

Any cost or expense associated with the repair, reconstruction, replacement, removal, upgrading or rebuilding of any "scheduled storage tank system" or any other improvements, site enhancements or routine maintenance on, within or under the site at which "scheduled storage tank system(s)" are located, and any cost or expense associated with the removing, replacing or recycling of the contents or components of any "scheduled storage tank system(s)".

6. **Damage to Property**

"Property damage" to a "scheduled storage tank system(s)".

7. **Acquired Properties**

Any "pollution conditions" at any property the insured first acquires, leases, rents, or occupies after the inception date, unless coverage for such property is specifically endorsed to this Policy.

8. Abandonment

Any "confirmed release" commencing after the date any "scheduled storage tank system(s)" is sold, closed in place, "abandoned", given away, subleased (unless approved in writing by us prior to the commencement of the sublease) or ceases to be operational by or otherwise under the control of the insured.

9. Compatible Substances

Any storage of substances which are not listed by the "scheduled storage tank system(s)" component manufacturer as compatible with the construction materials of the "scheduled storage tank system(s)".

10. Tank Maintenance and Usage

Any removing, replacing or recycling of any contents of any "scheduled storage tank system(s)".

11. Unlisted Substances

Any "pollution condition" due to the presence of substances not included within the definition of "pollutant".

12. Workers' Compensation and Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including without limitation, "bodily injury" to any person, whether or not an "employee" of any insured.

13. Employers' Liability

Any "bodily injury" or "property damage" to:

a. An employee or former employee of any insured, including any "leased employee" or "borrowed employee", arising out of and in the course of:
   (i) Employment by any insured; or
   (ii) Performing duties related to the conduct of any insured's business.

b. The spouse, child, parent, brother or sister of that employee, former employee, "leased employee" or "borrowed employee" identified in paragraph **a.** above.

This exclusion applies:

a. Whether any insured may be liable as an employer, former employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who may be liable to pay damages because of the injury or damage.

14. Contractual Liability

Any liability for which the insured is obligated to pay as damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

15. Cross Liability

Any "claim", "suit", or "corrective action" claimed by any of the following

a. any related business enterprise which is operated, managed or owned, in whole or in part, by the insured;
b. a parent company of the insured;
c. any affiliated or subsidiary company of the insured; or
d. any Named Insured against another Named Insured.

16. Excluded Damages

Any punitive, exemplary, or multiplied compensatory damages or statutory assessments or any civil, administrative, or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.

17. Date Recognition

Any "claim", "suit", or "corrective action" due to the inability to correctly recognize, process, distinguish, interpret or accept any date "arising from" any actual or alleged failure, modification to, malfunction or inadequacy of:

a. any of the following, whether belonging to any insured or to others or whether recommended, sold, procured, designed or developed by any insured or others:

(i) computer hardware, including micro-processors;
(ii) computer application software;
(iii) computer operating systems and related software;
(iv) computer networks;
(v) micro-processors, semi-conductors, or digital, analog or integrated devices not part of any computer systems; or
(vi) any other computerized or electronic equipment or components; or

b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in this exclusion.

18. War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, strike, riot, or civil commotion.

19. Other "Claims" or "Suits"

"Bodily injury", "property damage" or "corrective action" which does not arise directly out of a "pollution condition".

20. Nuclear Hazard

a. Any "claim", "suit", or "corrective action" for which there is any other policy, insurance or coverage or with respect to which an insured under this policy is also an insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under such policy but for its termination upon exhaustion of its Limits of Liability.

b. Any "claim", "suit" or "corrective action" "arising from" the hazardous properties of "nuclear material" and with respect to which:

(i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any laws amendatory thereof, or
(ii) the insured is, or had this Policy not been issued by us would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

c. Any "claim", "suit" or "corrective action" "arising from" the hazardous properties of any radioactive material, "nuclear material", "nuclear waste" or "spent fuel".

d. As used in this exclusion:

(i) "hazardous properties" includes radioactive, toxic or explosive properties;
(ii) "nuclear material" means "source material", "special nuclear material" or "byproduct material";
(iii) "source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amending thereof;
(iv) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
(v) "nuclear waste" means any waste material containing "nuclear material", radioactive material or "byproduct material";
(vi) "nuclear facility" means:
- **(a)** any "nuclear reactor";
- **(b)** any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing "spent fuel", or handling, processing or packaging "waste";
- **(c)** any equipment or device used for the processing, fabricating or alloying of "special nuclear material", if at any time the total amount of such material n the custody of the insured at the premises where such equipment or device is located consist of or contains more than twenty-five (25) grams of plutonium or uranium two-hundred and thirty-three (233) or any combination thereof, or more than two-hundred and fifty (250) grams of uranium two-hundred and thirty-five (235);
- **(d)** any structure, basin, excavation, premises or place prepared or used for the storage of disposal of "nuclear waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(vii) "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

21. Progressive Or Continuing Injury Or Damage.

Any "pollution condition", "bodily injury", "property damage" or "corrective action" occurring or existing partly before and partly on or after the "retroactive date" will be deemed to have occurrence or existed before the "retroactive date".

If the date cannot be determined upon which such "pollution condition", "bodily injury", "property damage" or "corrective action" first occurred or existed then, for the purposes of policies issued by us, such "pollution condition", "bodily injury", "property damage" or "corrective action" will be deemed to have occurred or existed before the "retroactive date".

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, then you and your spouse are insured's, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture then you are an insured. Your members, your partners and their spouses are also insured's, but only with respect to the conduct of your business.
   c. A limited liability company, then you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, then you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers or directors of the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, then you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your employees, but only for acts within the scope of their employment.
   b. The heirs, executors, administrators, assigns, and legal representatives of the insured in the event of death, incapacity, or bankruptcy.
   c. Any other person or entity endorsed under this policy as in insured.

SECTION IV- COVERAGE TERRITORY

Coverage territory means the United States of America (including its territories and possessions) and Puerto Rico.

SECTION V - LIMITS OF INSURANCE

The most we will pay regardless of the number of:

   a. "Insured(s)";
   b. "Claims" made or "suits" brought;
   c. Persons or organizations making "claims" or bringing "suits" or;
   d. "Implementing agency" actions taken with respect to "corrective action".

The **LIMITS OF INSURANCE** shown in the Declarations in effect when the "confirmed release" was reported are the most we will pay for the sum of all "corrective action", "claims" and "suits" because of that "confirmed release". The Per "Confirmed Release" Limit less the **DEDUCTIBLE AMOUNT** is the most we will pay for the sum of "claims", "corrective action" and "suits" from a "confirmed release" which is reported during the "policy period".

Subject to the Per "Confirmed Release" Limit, the Policy Aggregate Limit is the most we will pay for the sum of all "corrective action", "claims" and "suits" from all "confirmed releases" reported during the "policy period".

In addition to the **LIMITS OF INSURANCE**, we will pay:

   a. All prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the **LIMITS OF INSURANCE**, we will not pay any prejudgment interest based on that period of time after the offer; and

b. All interest on the full amount of a judgment that occurs after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the **LIMITS OF INSURANCE**.

The limits of this policy apply separately to each consecutive annual term and to any remaining term of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposed of determining the **LIMITS OF INSURANCE**.

SECTION VI - LIMIT OF DEFENSE

The **LIMIT OF DEFENSE** as shown in the Declarations of the policy in effect when the "confirmed release" was reported, less the **DEDUCTIBLE AMOUNT** is the most we will pay for all costs to investigate, contest, defend or appeal "claims" or "suits" from a "confirmed release" reported during the "policy period".

As part of the **LIMIT OF DEFENSE**, we will pay:

a. All expenses we incur which are attributable to a "claim" or "suit";
b. The cost of bonds to release attachments, but only for bond amounts within the **LIMITS OF INSURANCE**. We do not have to furnish these bonds.
c. All costs taxed against the insured in a covered "suit".

We will only pay the costs to investigate, contest, defend or appeal "claims" or "suits" when each of the following conditions is met:

1. The "claim" or "suit" is a covered "claim" or "suit" in accordance with Section I, items 1 and/or 2; and
2. The **LIMITS OF INSURANCE** for such coverage in Section I, items 1 and/or 2 have not been exhausted by the payment of "claims" or "suits".

Our duty to defend ends when we have paid the applicable **LIMITS OF INSURANCE**.

SECTION VII - DEDUCTIBLE AMOUNT

The **DEDUCTIBLE AMOUNT** shown in the Declarations or as specifically endorsed to the policy is your obligation and applies to each "confirmed release" reported and is the most you will pay for the sum of all "corrective action", "claims" or "suits" and for all costs to investigate, contest, defend or appeal "claims", or "suits" because of a "confirmed release". The **DEDUCTIBLE AMOUNT** reduces the policy limit. You shall reimburse us for advancing any amounts paid by us within your deductible within 30 (thirty) days of our request for such reimbursement.

SECTION VIII - CONDITIONS

1. Representations and Warranties

By accepting this policy, you warrant:
a. The statements in the Declarations, application, and supplemental material are accurate, true and complete; and
b. The statements in the Declarations are based on representations you made to us; and

c. As of the date you signed the application, you have disclosed to us all "confirmed releases", and any facts or circumstances which could reasonably be expected to develop into a "confirmed release" as defined by our policy; and
d. We have issued this policy in reliance upon your representations.

2. Changes

This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The terms of this policy can be amended or waived only by an endorsement issued by us and made a part of this policy.

3. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone who possesses proper temporary custody of your property will have your rights and duties, but only with respect to that property.

4. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy but in no event shall such bankruptcy or insolvency obligate us to pay any part or all of any applicable deductible, or otherwise impose any obligation on us under this Policy before the deductible is satisfied.

4. Pre-Existing Release

The insured has the burden of proving that a "claim" is not related to a pre-existing "confirmed release". The Company has the right to recover from the insured all expense occurred in investigating a pre-existing "confirmed release" and any costs incurred in mitigating the environmental impact associated with any pre-existing "confirmed release."

5. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy term and up to three years afterward.

6. Inspections

We shall be permitted but not obligated to inspect, sample or monitor at any time the insured's "scheduled storage tank systems". Neither our right nor our undertaking to make inspections, sample or monitor shall constitute an undertaking on the insured's behalf to determine or warrant that the property or operations are safe, healthful, conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this policy including the rights to charge additional premium and the rights to withdraw, rescind or void the policy, if its examination, audit or inspection reveals any material risk, hazard or condition that was not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

8. Other Insurance

The insurance provided under this policy is primary insurance, except when stated in the Declarations to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Insured" has other insurance which is stated to be applicable to the "claim", "cleanup costs" or "loss" on an excess basis, the amount of our liability under this policy shall not be reduced by the existence of such excess insurance.

9. State Trust Funds, Programs, and Plans

In the event any insured recovers from any government funds available to you or others for any "claim", "corrective action" or "suit" covered under this policy, we shall be entitled to recover from the insured: the portion of recovery that is equal to the amount of such "claim", "corrective action" or "suit" paid by us in excess of any **DEDUCTIBLE AMOUNT** paid by the insured.

10. Separation of Insureds

Except with respect to **LIMITS OF INSURANCE, LIMIT OF DEFENSE, DEDUCTIBLE AMOUNT** and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and
b. Separately to each Named Insured against whom "claims" or "suits" are made.

11. Transfer of Rights of Recovery

If you have rights to recover all or part of any payment we have made under this policy from other parties, including insurers, state funds, programs or plans, those rights are transferred to us. You must do nothing after loss to impair those rights to recover. At our request, you will pursue those rights or transfer those rights to us and help us enforce those rights to recover.

12. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver, to the insured shown in the Declarations, written notice of the nonrenewal, not less than sixty (60) days before the expiration date.

13. Premiums

The first Named Insured shown on the Policy Declarations:

a. is responsible for the payment of all premiums; and
b. will be the payee for any return premiums we pay.

14. Cancellation

The first Named Insured shown on the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of ten (10) days after a copy of such written notice is mailed or delivered to the first Named Insured. If we cancel for any other reason the cancellation will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is mailed or delivered to the first Named Insured. We will deliver our notice to the first Named Insured's last mailing address known to us.

Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date. If the first Named Insured cancels, the earned premium shall be computed in accordance with the customary short rate table. If we cancel, the earned premium shall be computed pro rata or as specified by state law or regulation. Any return premium is subject to our retaining a minimum earned premium not less than twenty-five percent (25%) of the amount specified in the Declarations.

15. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but only after the actual trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMITS OF INSURANCE**. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant, or the claimant's legal representative.

16. Acquisition or Operational Changes

If at any time after signing the application the insured shall become aware of any material change in any of the facts declared or undeclared to the Company or if the insured shall subsequently receive information indicating a material increase in the exposure to which this policy relates, the insured shall, within thirty (30) days advise the Company in writing of such change or such exposure increase. The terms of this policy shall then be subject to renegotiation with regard to any new, additional or increased exposures resulting from such changes.

SECTION IX - DUTIES IN THE EVENT OF A "CONFIRMED RELEASE", "CLAIM" OR "SUIT"

1. Any "confirmed release" reported to us does not relieve you of any duties you may have under applicable laws or regulations for proper notification to the "implementing agency" which has jurisdiction over any such "confirmed release". Notwithstanding the above, all notices of a "confirmed release" or receipt of a "suit" or "claim" must be forwarded in writing to the address shown in the **CLAIMS REPORTING** notice attached to this policy.

a. You must see to it that we are notified as soon as practicable of any insured becoming aware of any "pollution condition" which may result in a "claim" or any action or proceeding to impose an obligation on the insured for any "corrective action". Notice should include:

(i) How, when and where the "pollution condition" took place;

(ii) The names and addresses of any injured persons and witnesses; and

(ii) The nature and location of any injury or damage arising out of the "pollution condition". Notice of a "pollution condition" is not notice of a "claim".

b. If a "claim" is made against any insured or any action or "suit" is initiated, you must see to it that we receive written notice of the "claim" or notice of action or "suit" as soon as practicable of any insured becoming aware of any such "claim", action or "suit'.

c. The insured must:

(i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "pollution condition" including but not limited to all correspondence between any insured and any third party claimant including but not limited to any "implementing agency"; and all demands, summonses, notices or other process or papers or papers filed with a court of law, administrative agency, "implementing agency" or an investigative body in connection with any "claim" or "pollution condition" or "confirmed release".

(ii) Authorize us to obtain records and other information including, but not limited to all technical reports, laboratory data, field notes or any other documents generated by persons the insured has hired to investigate or remediate a "pollution condition", all expert reports, investigations and data collected by experts the insured has retained, whether or not you intend to use the material for any purpose;

(iii) Cooperate with us in the investigation, settlement or defense of the "claim"; and

(iv) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for minor first aid, without our consent.

e. We shall have the right, but not the duty, to participate in decisions regarding "corrective action" or remediation of a "pollution condition", or to assume direct control over all aspects of such "corrective action" or remediation and the adjustment of any "claim" up to the applicable limit of liability.

2. You must permit us to inspect the "scheduled storage tank system(s)" in order to substantiate that the "bodily injury", "property damage" or "pollution condition" was caused by a "confirmed release" from a "scheduled storage tank system(s)".

3. If requested you must permit us to question you under oath at such times as may be reasonably required about any matter relating to a "confirmed release" including your books and records. Such sworn statement must be signed.

4. You must comply with all local, state and federal reporting requirements.

5. You must take immediate action in accordance with "ASTM" risk based "corrective action" standards and any applicable "implementing agency" laws and regulations to stop or contain the "confirmed release".

SECTION X - EXTENDED REPORTING PERIOD

1. You shall be entitled to an automatic extended reporting period without additional charges upon termination of coverage as defined in this section. The automatic extended reporting period starts at the end of the "policy period" and lasts for six (6) months, except if the new or renewed policy following this policy has the same "retroactive date" or a "retroactive date" earlier than that of this policy. All coverage shall be subject to all of the policy terms, conditions and exclusions. The Automatic Extended Reporting Period shall only apply if no other similar insurance is in force at the time of the Automatic Extended Reporting Period. The Automatic Extended Reporting Period shall not in any way reinstate or increase the Limits of Insurance or extend the "policy period".

2. In addition to the automatic extended reporting period, you shall be entitled to purchase an extended reporting period for up to three years in duration, except in the event of nonpayment of premium. The charge for an extended reporting period for three years in duration shall not be more than one hundred and fifty percent (150%) of the premium per "policy period". The extended reporting period starts when the automatic extended reporting period, set forth in the above paragraph, ends.

3. Upon payment of the additional premium we shall issue an endorsement providing for an extended reporting period for up to three years, provided that you:

   a. Make a written request for such endorsement which we receive within thirty (30) days after termination of coverage as defined herein; and

   b. Pay the additional premium when due. If such additional premium is paid when due, the extended reporting period may not be canceled by us provided that all other terms and conditions of policy are met.

4. The "claim" first reported to us within the automatic extended reporting period and extended reporting period, if purchased in accordance with this section, shall be deemed to have been made on the last day of the "policy period", and coverage shall apply under this policy provided that:

   a. The "confirmed release" first commenced on after the "retroactive date" and before the end of the "policy period" and you first discovered the "confirmed release" and provided notice to us during the "policy period".

   b. The "confirmed release" first commenced on or after the "retroactive date" and before the end of the "policy period"; and the "claim" is otherwise covered under the terms and conditions of this policy.

5. For the purpose of this automatic extended reporting period and extended reporting period, if purchased, termination of coverage means:

   a. In the event of cancellation, nonrenewal, or termination of this policy, except for non-payment of premium, fraud, or material changes in the use of "scheduled storage tank system"; and

   b. With respect to specific "scheduled storage tank system(s)":

      (i) the deletion of such, "scheduled storage tank system" from this policy by us upon your request; or

      (ii) the sale, leasing to others, giving away, or relinquishing of operational control of such "scheduled storage tank system(s)" by you.

6. If the automatic extended reporting period or an extended reporting period endorsement is in effect, we will provide **LIMITS OF INSURANCE** as shown in the Declarations but only for "claim(s)" first reported to us pursuant to the policy terms and conditions and the extended reporting period endorsement. The purchase of an extended reporting period does not reinstate or increase the limit of liability shown in the Declarations.

SECTION XI – DEFINITIONS

1. "Abandonment" or "abandoned" means the discontinuance or operation of "scheduled storage tank system" without performing and completing any required closure of the "scheduled storage tank system" pursuant to any "implementing agency" order or direction.

2. "Arising from" means arising out of, relating to or resulting from.

3. "ASTM" means the American Society for Testing and Materials.

4. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

5. "Bodily injury" means physical injury, sickness or disease sustained by a person, including death, resulting from any of these, arising directly out of a "pollution condition". "Bodily injury" includes mental anguish or emotional distress, but only if resulting directly from physical injury, sickness or disease sustained by the same person.

6. "Borrowed employee" means a person provided to you by a temporary labor or other firm to perform duties related to the conduct of your business.

7. "Claim" means a demand for payment of money or the taking of action by a third party or the "implementing agency" to remedy the "confirmed release". A "claim" does not include the request for information, a notice of intent to reserve rights or an assertion of a potential problem.

8. "Confirmed release(s)" means "pollution conditions" that commences on or after the "retroactive date" shown in the Declarations and have been documented and verified to have occurred by means of a tank integrity test or other test procedure approved by an "implementing agency" in accordance with "storage tank environmental regulations".

9. "Corrective action" means the expenses incurred for the investigation, evaluation, monitoring, testing, removal, containment, dilution, abatement, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" as mandated under regulations promulgated by the "implementing agency". "Corrective action" will be deemed to be completed upon receipt of written notice from the "implementing agency" stating that no further "response action" is required. "Corrective action" does not include costs incurred by the insured for the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" if there is no "confirmed release".

   "Corrective action" does not include "property damage".

10. "Implementing agency" means a federal, state or local municipal governmental entity having jurisdiction over a "scheduled storage tank system", its contents or the "corrective action" of a "confirmed release" pursuant to "storage tank environmental regulations".

11. "Leased employee" means a person leased to you by a professional employer organization, employee-leasing company, or other firm under a contract or agreement, to perform duties related to the conduct of your business.

12. "Loading" or "unloading" means the transfer of a product from one vessel, container or tank to another.

13. "Petroleum product" means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived there from.

14. "Policy period" means the period set forth in the Declarations, or any shorter period arising as a result of:

    a. Cancellation of this policy; or

    b. With respect to any "scheduled storage tank system(s)" listed by applicable endorsement to the policy:

        (i) the deletion of such "scheduled storage tank system(s)" from this policy by us; or

        (ii) the sale, leasing to others, giving away or "abandonment" of such "scheduled storage tank system(s)".

15. "Pollutants" means Anitfreeze/Engine Coolants; Automotive Windshield-Washer Fluids and only those substances indicated as the "petroleum product" stored in each tank as listed on the storage tank application.

16. "Pollution condition" means any spilling, leaking, emitting, discharging, releasing, escaping or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, that originates within and directly emanates from a "scheduled storage tank system" into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

17. "Property damage" means:

    a. Contamination of tangible property including all resulting loss of use of that property; or

    b. Loss of use of tangible property that is not contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "confirmed release".

    Any loss of use of tangible property shall be measured from the value of such property on the day of the "confirmed release". The definition of "property damage" does not include "corrective actions" or business interruption costs and/or expenses.

18. "Response action" means those operations and activities performed by a third party not affiliated with the insured, conducted in accordance with the "ASTM" risk based "corrective action" standards, if applicable, as a guide for remediation goals and objectives.

19. "Retroactive date" means the date set forth in the Declarations or attached "scheduled storage tank system" schedule and is the earliest date that a "confirmed release" can commence for coverage to be provided under this policy.

20. "Scheduled storage tank system(s)" means a stationary and permanently attached storage tank(s) owned or operated by you, including any connected piping, ancillary equipment, dispenser, appurtenances and containment system, as shown on the Declarations of this policy or in an applicable endorsement to the policy.

21. "Storage tank environmental regulations" means any Federal, state provincial or local laws (including but not limited to statutes, regulations, rules, ordinances, guidelines, or codes, governmental, judicial, or administrative orders and directives) in respect to the protection of the environment and a "scheduled storage tank system" that is made, enacted or adopted by an "implementing agency" which is in effect at the commencement of the policy.

22. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent; or any other alternative dispute proceeding in which set damages are alleged and to which you submit with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION V - LIMITS OF INSURANCE.

SCHEDULE

Amount and Basis of Deductible	
N/A	per claim
See Endorsement CFSTP 00 525	per incident

Application of Endorsement: (Enter below any limitation on the application of this endorsement. If no limitation is entered, the deductible applies to all damages, however caused).

NO LIMITATIONS

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated into the policy.

1. Our obligation under the policy to pay compensatory damages, "corrective action" or "claim related costs" to you or on your behalf applies only to the amount of compensatory damages, "corrective action" or "claim related costs" in excess of any deductible amount stated in the Schedule above, and the limits of insurance applicable to this policy will be reduced by the amount of such deductible amount.

2. The deductible amounts stated in the Schedule apply as follows:

   A. **Per Claim Basis** - if the deductible is on a "per claim" basis, the deductible amount applies separately to all compensatory damages, "corrective action" and "claim related costs" because of "bodily injury", "property damage" or "corrective action" sustained by any one person or organization as the result of any one "confirmed release".

   B. **Per Incident Basis** - if the deductible is on a "per incident" basis, the deductible amount applies to all compensatory damages, "corrective action" and "claim related costs" because of "bodily injury", "property damage" or "corrective action" as the result of any one "confirmed release" regardless of the number of persons or organizations who sustain compensatory damages because of that "confirmed release".

3. We will pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANDATORY NOTICE OF VOLUNTARY REMOVAL OR REPLACEMENT OF UNDERGROUND STORAGE TANKS SYSTEM

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE.**

A. It is agreed that the following shall be added to **Section VIII - CONDITIONS** of the policy:

Mandatory Notice Of Voluntary Removal Or Replacement Of Underground Storage Tank System
As a condition precedent to coverage under this policy, at least fifteen (15) days prior to the voluntary removal or replacement of any "scheduled storage tanks system(s)", you must provide us with written notice of such removal or replacement, provided always that the removal or replacement must take place, in its entirety, during the policy period.

Notice must be provided to us, in care of:

Crum & Forster
Claims Department, Environmental
305 Madison Avenue
Morristown, New Jersey 07960
liabilitynol@cfins.com

Notice must include complete details, including but not limited to:

a. The exact date that the removal or replacement of the "scheduled storage tank system(s)" will commence; and

b. The reason or basis for removing or replacing the "scheduled storage tank system(s)"; and

c. Copies of all contracts or agreements relating to the removal or replacement of the "scheduled storage tank system(s)"; and

d. Copies of any certificates of underground storage tank system testing for the "scheduled storage tank system (s)" that is being removed or replaced for the five (5) years immediately preceding the removal or replacement of such "scheduled storage tank system (s)"; and

e. Copies of any printouts or other reports for the twelve (12) months immediately prior to the removal or replacement of the "Scheduled Storage Tanks System(s)"from any EPA approved automatic tank monitoring or leak detection systems; and

f. Copies of any internal sale audit reports or other inventory tracking and reconciliation reports for the "scheduled storage tank system(s)" for the twelve (12) month period immediately preceding the voluntary removal or replacement.

We, in our sole discretion, may reduce the period of time within which you must provide us with prior written notice of the removal or replacement of any "scheduled storage tank system(s)" and the required details surrounding the removal or replacement. However, in the event that you voluntary remove or replace any "scheduled storage tanks system (s)" without providing the prior written notice and details required herein, such failure to provide the required notice and details will be deemed to be prejudicial to us and result in the forfeiture of any coverage that may otherwise have been available under this policy for claims arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving the voluntary removal or replacement of any "scheduled storage tank system(s)".

B. It is hereby agreed that any voluntary removal or replacement of any "scheduled storage tanks system(s)" shall be subject to a Deductible described as follows:

SCHEDULE	
Amount and Basis of Deductible	
$250,000	Each Confirmed Release

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED STORAGE TANK AND LOCATION ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE.**

In consideration of the payment of premiums, it is hereby agreed that the following are added to the policy as "scheduled storage tank system(s)":

Covered Storage Tank Systems							
Tank#	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$50,000	7/8/2021
2	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$50,000	7/8/2021
3	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
2	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2007	4,000	Diesel	$5,000	4/29/2022
3	Ormond Beach	AST	2011	7,000	Diesel	$5,000	4/29/2022

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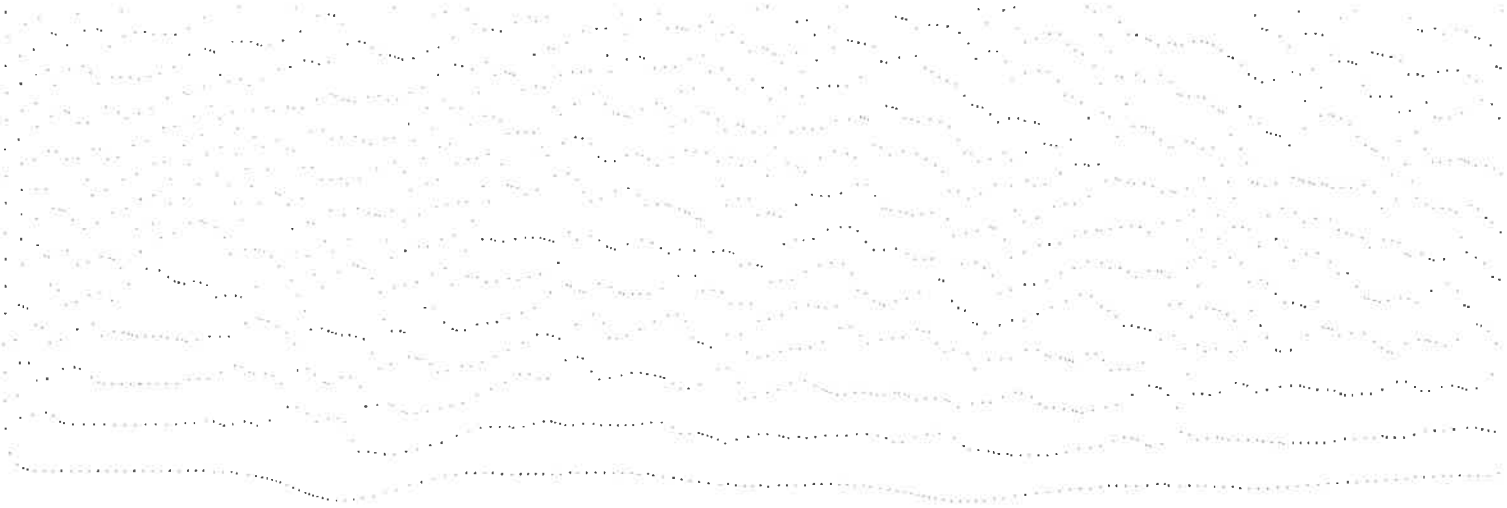
	Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174						

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION CONDITIONS EXCLUSION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

It is agreed that the following exclusion shall be added to all coverage parts and sections of the policy:

"Pollution Conditions":

This insurance does not apply to and we shall have no obligation to defend "claims" or "suits" or pay compensatory damages, "claims related costs" or "corrective action" "arising from" the "pollution condition" designated below:

Designated Pollution Condition
500 N Orchard St. 7/13/2021 Discharge Date.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABOVEGROUND STORAGE TANK POLLUTION CONDITION DEFINITION AMENDATORY ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

It is agreed that solely as respects "aboveground storage tanks", the definition of "pollution condition" as shown in the DEFINITIONS section of the policy shall be deleted in its entirety and replaced with the following:

"Pollution condition" means any "sudden" and "accidental" spilling, leaking, emitting, discharging, releasing, escaping or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, that originates within and directly emanates from a "scheduled storage tank system" into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

For the purposes of this endorsement, the following definitions are added to the policy:

"Aboveground storage tank" means a stationary storage tank(s) owned or operated by you, including any connected piping, ancillary equipment, dispenser, appurtenances and containment system, as shown on the Declarations of this policy or in an applicable endorsement to the policy. Such tank must have at least ninety (90) percent of its volume above the surface of the ground.

"Accidental" means activity or circumstances that are neither expected nor intended nor foreseeable, but rather, which occur by chance, abruptly or unexpectedly.

"Sudden" means circumstances which happen abruptly without previous notice and which are neither continuous nor repeated, nor which occur over a period of time.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOADING OR UNLOADING COVERAGE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the Policy.

This endorsement modifies insurance provided under the Policy:

The **Auto, Rolling Stock, Aircraft, or Watercraft** exclusion is amended to read as follows:

This insurance does not apply to any "claim", "corrective action", "suit" or costs to investigate, contest, defend, or appeal arising from:

Auto, Rolling Stock, Aircraft, or Watercraft
The ownership, entrustment, maintenance, use, operation, "loading", or "unloading" of any auto, rolling stock, aircraft, or watercraft. This exclusion does not apply to a "pollution condition" arising from the "loading" or "unloading" performed at a scheduled site that is necessary to operate the "scheduled storage tank system" and which is reported to us in accordance with the **Duties In The Event of a "Confirmed Release", "Claim", or "Suit"** section of this policy within ninety-six (96) hours from the time of the "confirmed release".

Solely as respects this endorsement, the definition of "pollution condition" is amended to read as follows:
"Pollution condition" means any spilling, leaking, emitting, discharging, releasing, escaping, or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including groundwater and that is released during "loading" or "unloading" performed at a scheduled site that is necessary to operate the "scheduled storage tank system" and which is reported to us in accordance with the **Duties In The Event of a "Confirmed Release", "Claim", or "Suit"** section of this policy within ninety-six (96) hours from the time of the "confirmed release".

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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A copy of financial instruments kept off-site shall be made available for inspection upon five business days notice.

DEP Form 62-761.900(3) Part C
Form Title: Financial Mechanisms for Storage Tanks
Part C: ST Insurance Endorsement
Form Effective Date: October 2019
Incorporated in Rules 62-761.420 and 62-762.421, F.A.C.

STATE OF FLORIDA
STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

Crum & Forster Specialty Insurance Company, herein referred to as "Insurer",
[Name of insurance company or risk retention group]

305 Madison Avenue, Morristown, NJ 07960
[Business address of Insurer]

Insurer is a(n) insurance company.
[Insert "insurance company" or "risk retention group"]

Insured:

CITY OF ORMOND BEACH
[Name of owner or operator]

22 S Beach Street Ormond Beach FL 32174
[Business address of owner or operator]

Policy Number: STP-421795 **Endorsement Number:** _____
[If applicable]

Period of Coverage: 04/29/2023 to 04/29/2024 **Policy Effective Date:** 04/29/2023
[Current policy period]

Covered Locations:
[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.
	See Attachment	

Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

Each Occurrence: $1,000,000 **Annual Aggregate:** $2,000,000

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (f) of this Paragraph 2 are hereby amended to conform with subsections (a) through (f):

(a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.

(b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.

(c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.

(d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

(e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

__X__ [Check here if the following paragraph, for claims-made policies, applies.]

(f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

Eligible to provide insurance as an excess or surplus lines insurer in Florida.

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

[Signature of Authorized Representative of Insurer]

Joshua Bowen, Senior Vice President
[Name and Title]

305 Madison Avenue, Morristown, NJ 07960
[Address]

(770) 810-2583
[Telephone Number]

josh.bowen@cfins.com
[Email Address]

[Signature of Witness or Notary]

Taylor Elliott
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

____ embossed seal of Insurer

__X__ electronic seal of Insurer

____ signature is of Insurer's President

____ signature matches signature on policy

____ accompanying letter from Insurer's President verifies signatory has authority to amend policies

04/29/2023
[Date of Witness or Notary]

Crum & Forster Specialty Insurance Company CORPORATE SEAL 1988 DELAWARE

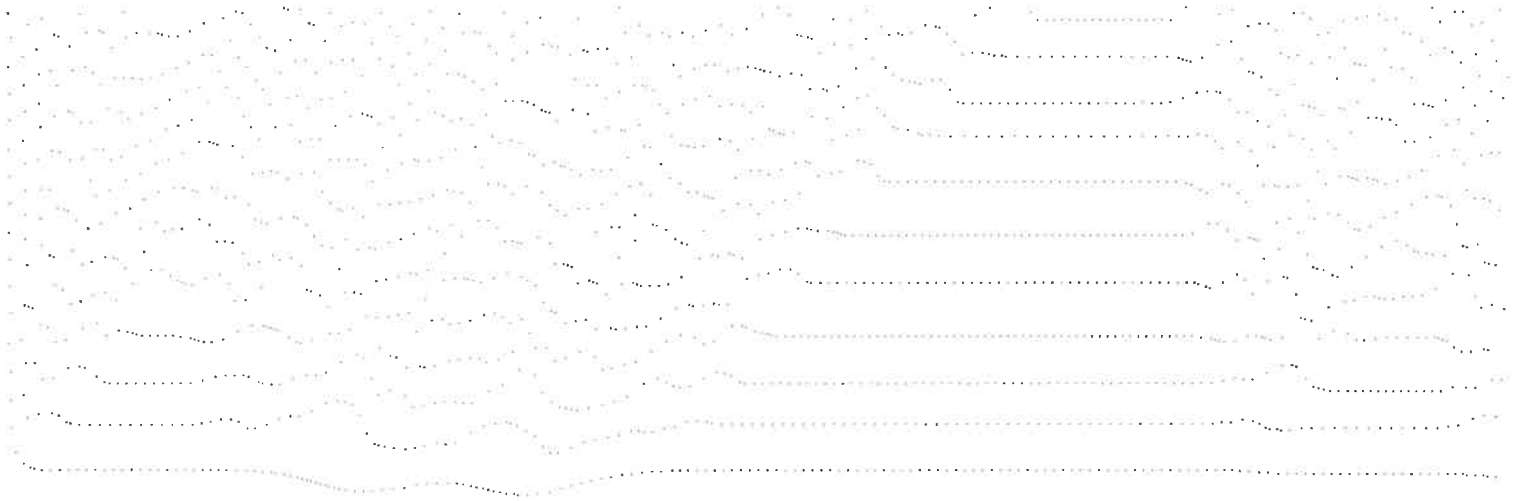
Crum & Forster Storage Tank Policy
Schedule of Locations and Storage Tanks

Effective as of 04/29/2023

Attached to and forming part of Policy STP-421795

Storage Tank System(s)								
Tank#	FDEP FacID	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$50,000	7/8/2021
2	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$50,000	7/8/2021
3	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
2	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2007	4,000	Diesel	$5,000	4/29/2022
3	8622685	Ormond Beach Trans Station WW Plant	AST	2011	7,000	Diesel	$5,000	4/29/2022

		550 N Orchard St. Ormond Beach, FL 32174						



Name of Proposer:_____

Type of Coverage	Proposal Provided Yes/No	Carrier
Property		
Workers' Compensation		
General Liability, EPL & Public Officials		
Crime-Employee theft, forgery		
Cyber Liability		
Professional Liability-EMT/Paramedic		
TULIP		
Drone Liability		
Active Shooter Liability		
AD&D-Police Officers/Firefighters		
Flood Insurance		
Pollution/Storage Tank		
AD&D-Volunteers		

NAIC	Limits on Coverage	Deductibles

Premiums

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - March 2024 2. Capital Improvements Projects, Status Report - May 2024 3. Economic Development Report - April 2024 4. Development Activity Report - May 2024 5. Building Permit Activity - April 2024		
Approval:	Kelly McGuire, Finance Director 5/2/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/10/2024		

Monthly Financial Status Report
March 2024

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 50% benchmark is favorable, while expenses at or below the 50% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	43,461,840	26,188,441	60%	22,153,138	51%
104 - Community Redevelopment	1,609,825	1,300,465	81%	220,102	14%
106 - Ormond Crossing	329,996	241,354	73%	-	0%
107 - Stormwater	4,478,430	1,400,515	31%	1,277,992	29%
108 - Airport	2,725,948	141,388	5%	189,691	7%
109 - Local Law Enforcement Trust Fund	-	10,688	0%	1,621	0%
110 - Economic Development Fund	-	8,801	0%	-	0%
115 - Recreation Facility Fee	57,225	25,056	44%	78,106	136%
205 - Financing Debt Service	803,545	401,772	50%	78,131	10%
211 - Debt Service 2005 CIP Note	162,000	78,498	48%	2,868	2%
220 - Debt Service GOB 2010	392,114	358,031	91%	37,724	10%
301 - General Capital Improvement	1,614,840	632,897	39%	1,217,846	75%
302 - General Equipment & Vehicle	290,000	207,427	72%	35,595	12%
305 - Public Safety Vehicle & Equip	2,455,000	829,869	34%	357,011	15%
308 - Transportation	2,121,284	921,947	43%	1,640,868	77%
310 - Recreation Impact Fee	100,000	140,203	140%	-	0%
316 - Local Roads Impact Fee	50,000	445,499	891%	-	0%
317 - Facilities Renewal & Replacement	808,736	803,428	99%	437,784	54%
318 - Stormwater Impact Fee	50,000	24,720	49%	-	0%
319- Police Impact Fees	-	12,453	0%	-	0%
320- Fire Impact Fees	-	15,542	0%	-	0%
322 - Leisure Services Capital Fund	1,149,749	469,025	41%	12,278	1%
401 - Water/Wastewater Operating Fund	24,006,719	11,289,158	47%	12,318,021	51%
408 - Water/Wastewater E&V Fund	250,000	140,639	56%	-	0%
409 - Water/Wastewater Capital	7,000,000	1,794,290	26%	948,709	14%
414 - Water/Wastewater Consolidated Debt	5,209,000	2,104,500	40%	656,266	13%
433 - Reuse Impact Fee Fund	-	9,761	0%	11,876	0%
434 - Water Impact Fee	2,772,500	371,098	13%	75,151	3%
435 - Wastewater Impact Fee	675,000	658,228	98%	76,726	11%
460 - Solid Waste	13,285,500	8,679,651	65%	5,781,635	44%
502 - Workers Compensation	806,612	420,605	52%	399,302	50%
504 - General Liability	2,455,253	1,280,133	52%	1,821,290	74%
Total	**$ 120,121,116**	**$ 61,406,081**	**51%**	**$ 49,829,730**	**41%**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at $16 million and is based on the taxable value ($4.6 billion) and the General Fund operating millage (3.761). Actuals to date are $14.5 million of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected $2.28 million

Communication Taxes – Communication service taxes collected as of March 2024 are $613,000.

Business Tax –Business tax collections amounted to $45,875. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through March 2024 are $2 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through March 2024, the City received a total of $2 million in this category. This category was impacted by the COVID Pandemic in previous years.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received $568,000 in this category through March.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $23,994 as of March 2024.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $1.1 million

Transfers In –Transfers have been recorded in the amount of $2.85 million.

General Fund Revenues - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Property Tax	$ 16,188,466	$ 14,597,229	$ 1,591,237	90.2%	$ 13,297,957	$ 1,299,272	9.77%
Utility Taxes	4,585,000	2,281,332	2,303,668	49.8%	1,935,748	345,584	17.85%
Communication Tax Receipts	1,700,000	612,986	1,087,014	36.1%	574,859	38,127	6.63%
Business Tax	283,500	45,875	237,625	16.2%	56,631	(10,755)	-18.99%
Licenses, Permits & Fees	5,184,350	2,034,367	3,149,983	39.2%	1,469,840	564,527	38.41%
Intergovernmental	5,256,300	2,069,272	3,187,028	39.4%	2,105,535	(36,264)	-1.72%
Charges for Services	858,138	568,274	289,864	66.2%	602,512	(34,239)	-5.68%
Fines & Forfeitures	73,000	23,994	49,006	32.9%	33,600	(9,606)	-28.59%
Miscellaneous Revenues	3,553,765	1,100,456	2,453,309	31.0%	987,386	113,070	11.45%
Transfers In	5,709,321	2,854,656	2,854,665	50.0%	2,389,554	465,102	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	$ 43,461,840	$ 26,188,441	$ 17,273,399	60.3%	$ 23,453,622	$ 2,734,819	11.7%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
NOVA Sports Field Reconstruction	$70,000.00	9/20/2023	Original Budget
Downtown Community Center Design	$783,059.00		

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $28.2 million of the General Fund gross budget. Expenditures through March 2024 were $14.8 million.

Operating Expenditures - This category includes $13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through March 2024, $6.5 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $201,000. $21,832 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $1.7 million with $824,000 made through March 2024.

General Fund Expenditures - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
City Commission	$ 398,297	$ 192,688	$ 205,609	48.4%	$ 222,874	$ (30,186)	-13.54%
City Administration	766,686	394,354	372,332	51.4%	359,739	34,615	9.62%
Support Services	436,052	225,117	210,935	51.6%	207,472	17,645	8.50%
City Attorney	897,617	760,799	136,818	84.8%	398,843	361,957	90.75%
Legislation & Policy	2,498,652	1,572,959	925,693	63.0%	1,188,928	384,030	32.30%
Finance	1,126,785	573,470	553,315	50.9%	506,473	66,997	13.23%
Information Technology	1,661,794	1,139,775	522,019	68.6%	565,903	573,871	101.41%
Human Resources	610,162	294,426	315,736	48.3%	309,107	(14,682)	-4.75%
Planning	815,894	379,142	436,752	46.5%	340,082	39,060	11.49%
Building Inspections	1,208,177	637,383	570,794	52.8%	516,999	120,384	23.29%
Police Administration	1,197,397	529,933	667,464	44.3%	450,487	79,445	17.64%
Police Operations	7,508,510	4,138,808	3,369,702	55.1%	3,418,315	720,492	21.08%
Community Outreach	620,646	279,033	341,613	45.0%	255,696	23,338	9.13%
Criminal Investigations	1,527,310	809,416	717,894	53.0%	652,812	156,604	23.99%
Community Services	444,250	226,581	217,669	51.0%	213,982	12,599	5.89%
Records	193,324	93,347	99,977	48.3%	81,885	11,462	14.00%
Neighborhood Impr.	496,897	175,704	321,193	35.4%	192,944	(17,240)	-8.94%
Police	11,988,334	6,252,821	5,735,513	52.2%	5,266,120	986,700	18.74%
Fire	7,363,742	3,861,852	3,501,890	52.4%	3,532,168	329,684	9.33%
Streets	2,622,263	1,106,430	1,515,833	42.2%	1,131,768	(25,338)	-2.24%
Engineering	1,251,822	593,522	658,300	47.4%	568,431	25,091	4.41%
Fleet	1,823,290	833,535	989,755	45.7%	879,859	(46,324)	-5.26%
Public Works	5,697,375	2,533,487	3,163,888	44.5%	2,580,058	(46,571)	-1.81%
Economic Development	410,971	177,105	233,866	43.1%	210,148	(33,043)	-15.72%
Building Maintenance	937,759	490,348	447,411	52.3%	522,185	(31,837)	-6.10%
Administration	819,430	377,770	441,660	46.1%	330,471	47,299	14.31%
Nova Recreation	376,439	200,515	175,924	53.3%	175,333	25,182	14.36%
S. Ormond Neigh. Center	384,201	179,451	204,750	46.7%	161,174	18,277	11.34%
Athletic Fields Mnt.	1,657,484	784,853	872,631	47.4%	685,211	99,641	14.54%
Parks	2,650,336	1,247,353	1,402,983	47.1%	1,169,510	77,843	6.66%
Environmental Learning	205,132	95,697	109,435	46.7%	79,092	16,605	20.99%
The Casements	389,713	224,595	165,118	57.6%	160,988	63,606	39.51%
Performing Arts Center	299,738	174,427	125,311	58.2%	137,021	37,406	27.30%
Senior Center	118,154	29,428	88,726	24.9%	46,225	(16,797)	-36.34%
Community Events	246,067	80,411	165,656	32.7%	80,200	211	0.26%
Leisure Services	8,084,453	3,884,847	4,199,606	48.1%	3,547,412	337,435	9.51%
Grants & Aid*	91,528	21,832	69,696	23.9%	48,224	(26,392)	-54.73%
Transfers	1,718,073	824,040	894,033	48.0%	1,123,164	(299,124)	-26.63%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	$ 43,461,840	$22,153,138	$ 21,308,702	51.0%	$19,734,787	$ 2,418,351	12.25%

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to $1.6 million consisting of $653,000 in transfers into this fund. $1.3 million has been received as of March 2024. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of $220,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	956,586	906,892	49,694	94.8%	822,397	84,495	10.3%
Miscellaneous	500	67,203	(66,703)	13440.5%	23,109	44,094	190.8%
Transfers In	652,739	326,370	326,369	50.0%	262,770	63,600	24.2%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,609,825	$ 1,300,465	$ 309,360	80.8%	$ 1,108,276	$ 192,189	17.34%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Planning	$ 131,050	$ 35,350	$ 95,700	27.0%	$ 35,350	$ -	0.0%
Public Works	86,976	36,533	50,443	42.0%	31,363	5,170	16.5%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	148,220	116,280	56.0%	86,709	61,510	70.9%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	$ 1,609,825	$ 220,102	$ 1,389,723	13.7%	$ 153,422	$ 66,680	43.46%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.6 million with $1.3 million received through March 2024 along with $101,000 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is $4.5 million with $1.3 million spent to date.

Stormwater Fund Revenues - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	1,299,981	1,275,019	50.5%	1,295,015	4,966	0.38%
Miscellaneous	50,000	100,535	(50,535)	201.1%	43,435	57,100	131.46%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	$ 4,478,430	$ 1,400,515	$ 3,077,915	31.3%	$ 1,338,450	$ 62,066	4.64%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Maintenance	4,031,830	1,150,996	2,880,834	28.5%	785,403	365,593	46.55%
Engineering Support	$ 192,607		$ 192,607	0.0%	$ -	$ -	0.00%
Transfers Out	253,993	126,996	126,997	50.0%	110,820	16,176	14.60%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 4,478,430	$ 1,277,992	$ 3,200,438	28.5%	$ 896,223	$ 381,769	42.60%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $22.2 million with $10.9 million collected year to date. The revenue also includes $461,792 budgeted for transfers, of which $231,000 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $24 million with $12.3 million expended to date. This total also includes $10.9 million in expected transfers, of which $5.5 million have been used in as of March.

Water/Wastewater Fund Revenues - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 22,187,000	$ 10,994,367	$ 11,192,633	49.6%	$ 10,486,606	$ 507,761	4.84%
Miscellaneous	60,000	40,911	19,089	68.2%	28,778	12,133	0.00%
Transfers In	461,792	230,898	230,894	50.0%	212,946	17,952	8.43%
Intergovernmental	-	22,982	-	0.0%	-	22,982	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	$ 24,006,719	$ 11,289,158	$ 12,740,543	47.0%	$ 10,728,330	$ 560,829	5.23%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Utility Billing	$ 1,869,278	$ 1,008,371	$ 860,907	53.9%	$ 867,863	$ 140,508	16.19%
Water Production	4,323,844	2,322,424	2,001,420	53.7%	1,813,964	508,461	28.03%
Water Distribution	1,581,713	748,587	833,126	47.3%	727,327	21,259	2.92%
Wastwater Treatment	3,728,573	1,921,041	1,807,532	51.5%	1,532,400	388,641	25.36%
Wastewater Collection	1,577,833	854,856	722,977	54.2%	692,340	162,516	23.47%
Transfers Out	10,925,478	5,462,742	5,462,736	50.0%	5,677,584	(214,842)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 24,006,719	$ 12,318,021	$ 11,688,698	51.3%	$ 11,311,478	$ 1,006,543	8.90%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $8.68 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are $13.2 million. $5.8 million has been expended as of March. Year to year variance due to Hurricane Ian.

Solid Waste Fund Revenues - March 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Franchise Fees	$ 2,394,500	$ 928,490	$ 1,466,010	38.8%	$ 972,279	$ (43,789)	-4.50%
User Fees	10,890,000	5,742,809	$ 5,147,191	52.7%	4,339,218	1,403,590	32.35%
Miscellaneous	1,000	10,460	$ (9,460)	1046.0%	1,817	8,642	475.59%
Intergovernmental	-	1,997,893	$ (1,997,893)	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,285,500	$ 8,679,651	$ 4,605,849	65.3%	$ 5,313,314	$ 1,368,444	25.75%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Collection & Disposal	$ 9,816,266	$ 4,292,440	$ 5,523,826	43.7%	$ 5,806,957	$ (1,514,517)	-26.08%
Recycling	1,482,796	634,459	848,337	42.8%	484,441	150,018	30.97%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	854,736	854,744	50.0%	671,982	182,754	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	$ 13,285,500	$ 5,781,635	$ 7,503,865	43.5%	$ 6,963,380	$ (1,181,745)	-16.97%

CIP Status Report as of May 1, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	80%		$ 203,000	$ 202,155	78%
		Construction	0%		$ 865,000		
		Total			$ 1,068,000	$ 202,155	
Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	100%			In-House	
		Construction	80%		$ 60,000	$ 154,699	22%
		Total			$ 60,000	$ 154,699	
Downtown East Granada Utility Undergrounding		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	10%		$ 100,000	$ 991,928	5%
		Total			$ 120,000	$ 1,019,428	
Downtown Sidewalk Banding		Design/Bidding	75%				
		Construction	0%				
		Total					
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements	HMGP	Design/Bidding	100%				
		Construction	0%			$ 2,118,530	
		Total			$ -	$ 2,118,530	
Stormewater In-Line Check Valves	SJRWMD	Design/Bidding	95%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Fund 110 - Economic Development							
Business Park Drive Ph II	FL Commerce & FDOT	Design/Bidding	100%		$ 195,000	$ 104,695	100%
		Construction	0%		$ 1,112,000	$ 2,855,055	0%
		Total			$ 1,307,000	$ 2,959,750	
Fund 301 - General Fund							
PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	$ 37,000	$ 37,416	86%
		Construction	40%		$ 225,000	$ 598,596	37%
		Total			$ 262,000	$ 636,012	
South Ridgewood Sidewalk East Side	CDBG	Design/Bidding	95%			In-House	
		Construction			$ 130,000		
		Total			$ 130,000	$ -	
Fund 308 - Transportation							
Doug Thomas Way Extension		Design/Bidding	100%		$ 90,000	$ 88,800	100%
		Construction	95%		$ 792,000	$ 908,015	65%
		Total			$ 882,000	$ 996,815	
Traffic Signal Maintenance		Design/Bidding	100%			In-House	
		Construction	0%		$ 71,500	$ 24,743	0%
		Total			$ 71,500	$ 24,743	

CIP Status Report as of May 1, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
		Construction	95%		$ 97,000	$ 96,735	0%
		Total			$ 97,000	$ 96,735	
Central Park Overlook Replacement		Design/Bidding	100%			In-House	
		Construction	100%		$ 40,000	$ 56,993	98%
		Total			$ 40,000	$ 56,993	
OBSC Baseball Netting Replacement		Design/Bidding	100%			In-House	
		Construction	0%		$ 70,000	$ 74,734	
		Total			$ 70,000	$ 74,734	
Fund 322 - Leisure Services Capital Fund							
Nova Community Park Ballfields 2-5	ECHO (pending)	Design/Bidding	95%		$ -	$ 15,720	78%
		Construction	0%		$ 340,000		
		Total			$ 340,000	$ 15,720	
OBSC LED Softball Quad Lighting	ECHO (pending)	Design/Bidding	95%		$ -	In-House	
		Construction	0%		$ 800,000		
		Total			$ 800,000	$ -	
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	100%		$ 46,000	$ 46,390	52%
		Construction	90%		$ 240,000	$ 283,029	33%
		Total			$ 286,000	$ 329,419	
Lift Station Backup Pumps	HMGP	Design/Bidding	95%			In-House	
		Construction	0%				
		Total			$ -	$ -	
WRF Upgrades		Design/Bidding	100%		$ 136,000	$ 135,642	100%
		Construction	10%		$ 2,000,000	$ 1,068,700	0%
		Total			$ 2,136,000	$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula		Design/Bidding	100%	2/6/2024	$ 200,000	$ 199,872	90%
		Construction	0%		$ 2,600,000	$ 2,503,478	0%
		Total			$ 2,800,000	$ 2,703,350	
SR40 FM Addition to WM Loop		Design/Bidding	90%		$ 75,000	$ 104,275	89%
		Construction	0%		$ -		
		Total			$ 75,000	$ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FDEP	Design/Bidding	100%		$ 150,000	$ 81,840	100%
		Construction	0%				
		Total			$ 1,100,000		

CIP Status Report as of May 1, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	85%		$ 300,000	$ 292,964	85%
		Construction	0%		$ 1,300,000		
		Total			$ 1,600,000	$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	5%		$ 160,000	$ 148,079	1%
		Construction	0%		$ 1,440,000		0%
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	95%		$ 270,000	$ 272,800	82%
		Construction	0%		$ 2,430,000		0%
		Total			$ 2,700,000	$ 272,800	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Shade Structure Replacements		Design/Bidding	100%			In-House	
		Construction	80%		$ -	$ 146,100	55%
		Total			$ -	$ 146,100	
Hurricane Ian-ARBP Seawall		Design/Bidding	30%			$ 93,965	29%
		Construction	0%		$ -		
		Total			$ -	$ 93,965	
Annual Projects Fund 107 - Stormwater							
Stormwater Construction - Amsden Drainage Abandonment		Design/Bidding	100%			In-House	
		Construction	100%			$ 61,250	0%
		Total			$ -	$ 61,250	
2024 Stormwater Pipe Lining		Design/Bidding	95%			In-House	
		Construction	0%		$ 950,000		
		Total			$ 950,000	$ -	
Annual Projects Fund 308 - Transportation							
2024 Roadway Resurfacing		Design/Bidding	95%			In-House	
		Construction			$ 750,000		
		Total			$ 750,000	$ -	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
		Construction	50%		$ 350,000	$ 398,250	16%
		Total			$ 350,000	$ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	70%		$ 165,000	$ 164,612	70%
		Construction	0%				
		Total			$ 165,000	$ 164,612	

Economic Development Monthly Report

April, 2024

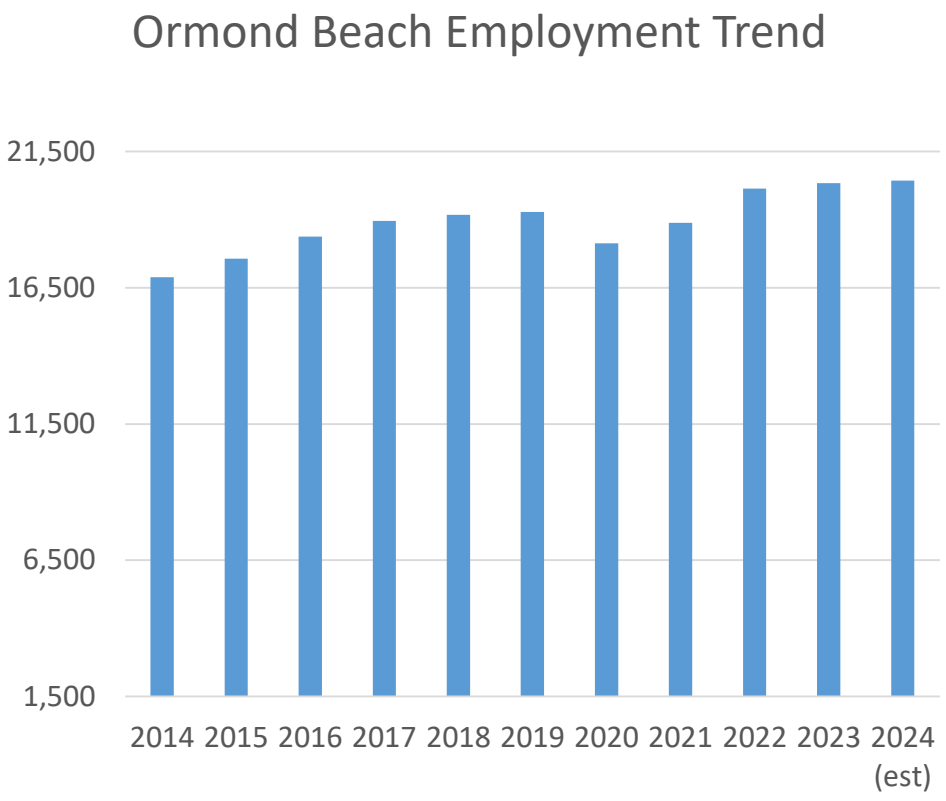
Ormond Beach March Employment

20,504

This is up 1.1% from last year

Ormond Beach Unemployment Rate

3.3%



Notes and Updates:

- **Employment for February** was 20,504 up 1.0% from the same month last year. The unemployment rate is 3.3%. After three years of robust year-over-year improvement in employment, 2023 saw an uptick of 1.75% over the previous year, a possible signal the job market is beginning to cool off. Since January 2024 employment was up 58.

- **The Economic Development Department published two** articles. The first highlights of the economic development strategic plan. The second is about Ormond Crossings as a catalyst for economic development. Embeds to the link are provided for you.

- **Volusia Business Resources** is a collaborative effort among economic developers in the county and ecosystem partners that provides a one stop shop of information about available resources to businesses in the community. The VBR recently launched the Funding Readiness Center. This site guides businesses at any stage of growth with a roadmap, checklist, and guidance on how to prepare for and find funding for their business: Funding Readiness Center - Volusia Business Resources

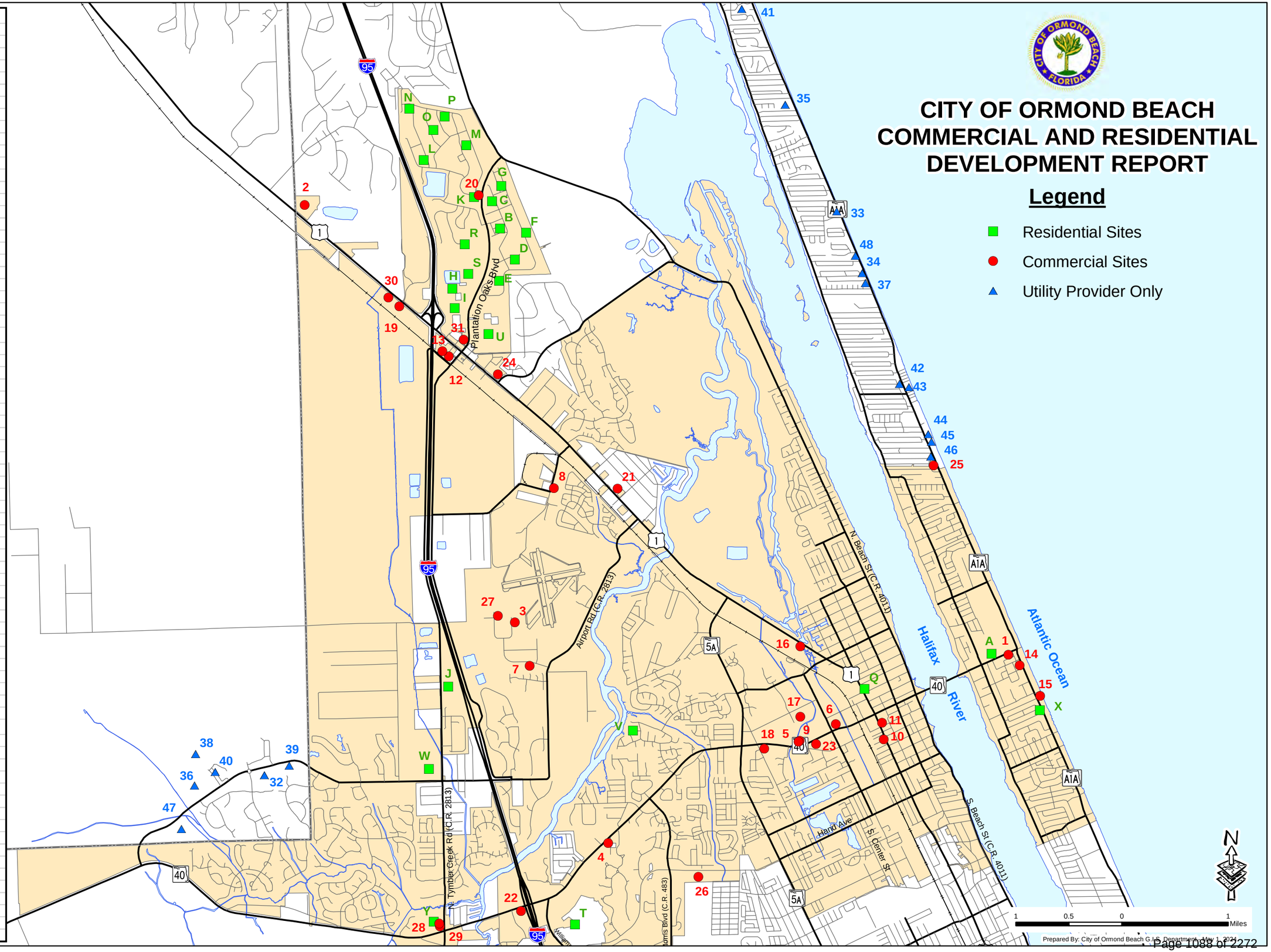
- **Doing Business in Ormond Beach** is updated with new content and available for download on the City's website. Hard copies are available in the Economic Development Department. The perfect guide for any business starting or growing a business in Ormond Beach. Doing Business Here | City of Ormond Beach, FL - Official Website

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 1 - Preliminary Plat
C	Archers Mill Phase 2 - Final Plat
D	Archers Mill Phase 3 - Preliminary Plat
E	Archers Mill Phase 4 - Preliminary Plat
F	Archers Mill Phase 5 - Preliminary Plat
G	Archers Mill Phase 6 - Final Plat
H	Bradford Lakes - Preliminary Plat
I	Bradford Park - Preliminary Plat
J	Enclave - Preliminary Plat
K	Fountain View - Amenity Center
L	Fountain View Phase 1B -Final Plat
M	Fountain View Phase 1C - Preliminary Plat
N	Fountain View Phase 1D - Preliminary Plat
O	Fountain View Phase 1E - Preliminary Plat
P	Fountain View Phase 1F - Preliminary Plat
Q	Ormond Enclave (FKA Courtyards)
R	Plantation Oaks - 2C
S	Plantation Oaks - 2D
T	Regal Multifamily
U	Ridgehaven - Final Plat
V	Rivell Subdivision
W	Tattersall at Tymber Creek
X	Tides Edge - Preliminary Plat
Y	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	200 East Granada Blvd Parking Lot
2	A&M Frozen
3	Beach House Graphics
4	Complete Cardiology Expansion
5	Culvers Restaurant
6	Ellianos OB Granada Blvd
7	Germfree Driveway Expansion
8	Hull Road RV & Boat Storage
9	IHOP
10	MetroNet
11	Mister Car Wash
12	North Interchange Industrial Flex Space
13	North Interchange Self Storage
14	Ocean Club Ormond Beach
15	Ormond Beach Holdings LLC
16	Ormond Beach Self Storage
17	Ormond Beach YMCA Parking Modification
18	Ormond Central Self Storage
19	Ormond Gateway Revision
20	PO OB - Neighborhood Commerical
21	Public House Restaurant
22	Shell Gas Station
23	Shoppes at Granada Pointe
24	Stor - It
25	Temporary Construction Trailer
26	Tomoka Christian Church
27	Valiant Diner Phase 4
28	Walgreens/Commerical Area Improvements
29	Walgreens Revisions
30	Wawa
31	Woodsprings Suites
ORMOND BEACH - UTILITY PROVIDER ONLY	
32	Amberwoods
33	Baileys by the Sea
34	Baileys by the Sea 2
35	Beachview Cove
36	Brookside at Ormond Station
37	Corinthian Villas
38	Gardens Side Phase 2
39	Hunters Ridge Storage Site
40	Iris Subdivision (Flagler)
41	North Peninsula WWTP
42	Ocean Shore Plaza Sewer
43	Regency Plaza Condominium
44	Sands Point Condominium
45	Surf Side Club South
46	Surf Style
47	Woodside
48	Villas at Spanish Waters



Prepared By: City of Ormond Beach G.I.S. Department - May 1, 2024

City of Ormond Beach Commercial Development Report, as of May 1, 2024

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

		Change in project status							Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**200 E. GRANADA BLVD. PARKING LOT** 200 East Granada Boulevard SPRC-2024-000020	Re-striping of existing paved parking lot	02.29.24	03.15.24				NA	NA	NA	04.09.24	04.09.26		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = MDSS, Inc.
2	**A & M FROZEN** 1899 N U.S. Highway 1 SPRC-2024-000031	Expansion of existing site to include the construction of a 50,400 square foot cold storage building and associated site improvements.	4/18/2024	In Review				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = 1899 N US HWY 1, LLC
3	**BEACH HOUSE GRAPHICS** 7/9 East tower Circle PZ# 2023-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		In review	$1,293,471	Issued 09.14.23	$137,720	95%		E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
4	**COMPLETE CARDIOLOGY EXPANSION** 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714. Acreage = 1.49.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	$1,726,850	Issued 03.15.23	$58,000	35%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
5	**CULVER'S RESTAURANT** 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Issued 04.03.24	$2,000,000	Pending	$753,137			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
6	**ELLIANOS OB GRANADA BLVD** 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Gmuer Engineering O = Kjump, Inc.
7	**GERMFREE DRIVEWAY EXPANSION** 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23	Under Constr.		In review	$178,000	Issued 02.16.24	$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
8	**HULL ROAD RV & BOAT STORAGE** 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	$26,450	5%		E = Newkirk Engineering, Inc. O = B Mill Inc
9	**IHOP** 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable	01.02.24	01.02.26		Early Review	$1,600,000	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
10	**METRONET** 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	$180,000	Issued 02.02.23	$180,000	90%		E = Metro Fibernet LLC O = Coast to Coast Construction
11	**MISTER CAR WASH** 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	08.25.23		Not applicable	06.08.23 (Approved)	07.18.23 (Approved)	09.06.23	09.06.25		Issued 03.12.24	$10,000	Issued 12.01.23	$250,000	10%		E - Caprine O = National Retail Properties, LP
12	**NORTH INTERCHANGE INDUSTRIAL FLEX SPACE** 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	**NORTH INTERCHANGE SELF STORAGE** 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
14	**OCEAN CLUB ORMOND BEACH** 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - (Approved)	08.08.21	Under Constr.		Issued 11.03.22	$1,800,000	Issued 12.07.22	$549,000	98%		E = The Performance Group O = 88 South Atlantic, LLC
15	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.23	05.24.25		Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	5%		E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	**ORMOND BEACH HOLDINGS LLC AMENDMENT** 251 South Atlantic Avenue PZ #22-018(b)	Planned Development Amendment to remove the requirement for inclusion of beach approach improvements	12.26.23	01.17,24	In Review - needs CC approval			02.19.24	03.14.24 (Approved)	05.07.24 & 05.21.24				See Above	See Above	See Above	See Above			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
16	**ORMOND BEACH SELF STORAGE** 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		In review	A =$9,039,174 B= $240,741 C= $665,681 D= $294,240 E= $294,240 F= $9,796,008 G= $1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
17	**ORMOND BEACH YMCA PARKING MODIFICATION** SPRC-2024-000033 500 Sterthaus Drive	Modification and expansion of the current parking lot in front of the main building to provide additional parking spaces and provide better means of drop-off and pick-up of children and members at the facility	04.25.24	In Review										Not applied	Not applied	Not applied	Not applied			E = Upham, inc. O = Volusia Flagler Family YMCA
18	**ORMOND CENTRAL SELF STORAGE** 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved	01.24.23 & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	$13,488,271	Issued 10.19.23	$523,892	55%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
19	**ORMOND GATEWAY REVISION** 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
20	**PO OB - NEIGHBORHOOD COMMERCIAL** 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 squar5e foot building with air conditioned storage on 2nd floor	03.13.24	04.12.24				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc.
21	**PUBLIC HOUSE RESTAURANT** 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26		Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
22	**SHELL GAS STATION** 1628 West Granada Boulevard PZ-2024-000036	Special Exception for ECC at 1628 W. Granada Blvd. for the sale of gasoline	03.07.24					Not applicable	04.11.24 (Approved)	05.21.24				Not applied	Not applied	Not applied	Not applied			APP = Aluminum Plus
23	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		In review	$2,030,000	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
24	**STOR-IT** 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approved	01.24.23 & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	35%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
25	**TEMPORARY CONSTRUCTION TRAILER** 1030 Ocean Shore Boulevard SPRC-2024-000030	Temporary construction trailer/office associate with FDOT project	4/12/2024	In Review				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = LAV Engineering, LLC O = Candia South Branch Brook Holdings LLC
26	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure	12.07.23	12.21.23	02.29.24	04.08.24		02.22.24	03.14.24 (Approved)	04.16.24				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = Tomoka Christian Church
27	**VALIANT DINER, Phase 4** 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	$1,279,800	Approved	$150,000	15%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
28	**WALGREENS/COMMERCIAL AREA IMPROVEMENTS** 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
29	**WALGREENS REVISIONS** 2001 West Granada Boulevard SPRC-2024-000013	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	02.05.24	03.06.24	03.22.24	In review								Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
30	**WAWA** 1670 North U.S. Highway 1 PZ# 2023-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
30	**WAWA SIGNAGE** 1670 North U.S. Highway 1 PZ-2024-000005	Special Exception for authorization of an electronic display feature for gasoline pricing for the proposed WaWa	12.07.23	01.04.24				Not applicable	03.14.24 (Approved)	05.07.24				Not applied	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
31	**WOODSPRINGS SUITES** 1119 Benton Street PZ-2024-000015	Comprehensive Plan map amendment from Medium Density Residential to Low Intensity Commercial	02.16.24	03.06.24				Not applicable	03.14.24 (Approved)	05.21.24 & 06.04.24				Not applied	Not applied	Not applied	Not applied			E = Germana Engineering

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Ormond Beach is Utility Provider Only																				
32	**AMBERWOODS** Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	01.12.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
33	**BAILEYS BY THE SEA** 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					Outside City	Outside City	Outside City	11.26.23	Under constr.		Not applicable	Not applicable	Pending	$536,995 (Utilities only)			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
34	**BAILEYS BY THE SEA 2** 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
35	**BEACHVIEW COVE** 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	$711,679 (Utilities Only)	40%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
36	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23	In Review			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	**CORINTHIAN VILLAS** PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	Under constr.		Not applicable	Not applicable	Issued 09.15.23	$356,177 (Utilities only)	0%		E = Clearwater Solutions, LLC O = Corinthian Villas
38	**GARDEN SIDE, PHASE II** Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.145 acres	03.05.24	In Review				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
39	**HUNTER'S RIDGE STORAGE SITE** 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	Under constr.		Not applicable	Not applicable	Issued 08.03.23	$22,590 (Utilities only)	40%		E = Alann Engineering Group O = Preston Court II, LLC
40	**IRIS SUBDIVISION (FLAGLER)** PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Issued 11.02.23	$809,314 (Utilities only)	90%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
41	**NORTH PENINSULA WWTP** SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	4/2/2024	4/24/2024				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
42	**OCEAN SHORE PLAZA SEWER** 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
43	**REGENCY PLAZA CONDOMINIUM** 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Issued 01.08.24	$257,165 (Utilities only)	40%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
44	**SANDS POINT CONDOMINIUM** 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for an existing 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Issued 11.03.23	$148,490 (Utilities only)	85%		E = Robert Marshall. P.E. O = Sands Point Condominium
45	**SURFSIDE CLUB SOUTH** 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Issued 04.22.24	$250,000 (Utilities only)	0%		E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
46	**SURF STYLE** 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
47	**WOODSIDE** PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24	In Review		Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
48	**VILLAS AT SPANISH WATERS** 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

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A	**121 EAST** 121 East Granada Boulevard PZ-22-00000098	. Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	**ARCHER'S MILL PHASE 1, PRELIMINARY PLAT** Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12,05.22 (Approved)	01.10.23 (Approved)	02.22.23; Revision 11.24.23	Under construction		Issued 02.22.23	$4,920,754.00	100%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 2 PRELIMINARY PLAT** 313 Bracer Way PZ# 2023-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	08.08.23	09.11.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	11.10.23	Under construction		Issued 11.27.23	$1,883,146.98	45%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 2 FINAL PLAT** 313 Bracer Way PZ-2024-000033	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	03.08.24	04.25.24				Required	05.09.24	Tentatively 7.23.24 & 08.06.24				See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	**ARCHER'S MILL PHASE 3 PRELIMINARY PLAT** 3016 Bonspiel Drive PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL PHASE 4 PRELIMINARY PLAT** 3150 Arch Avenue PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 5 PRELIMINARY PLAT** 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	10.17.25		Issued 11.27.23	$1,225,490.57	45%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**ARCHER'S MILL PHASE 6 PRELIMINARY PLAT** 3665 Bonspiel Drive PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under construction		Issued 11.27.23	$2,668,369.85	45%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**ARCHER'S MILL PHASE 6 FINAL PLAT** 3665 Bonspiel Drive PZ-2024-000035	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	03.08.24	In Review				Required	05.09.24	Tentatively 7.23.24 & 08.06.24				See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	**BRADFORD LAKES PRELIMINARY PLAT** 140 Bradford Lakes Way PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24			Pending	$3,586,560.00		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	**BRADFORD PARK PRELIMINARY PLAT** 1175 Bradford Park Way SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24			Pending	$2,855,823.00		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
J	**ENCLAVE PRELIMINARY PLAT** 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23			Not Required	09.14.23 (Approved)	10.17.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
K	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	Modification to approved site plan. A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24				Not Required	Not Required	Not Required							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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L	**FOUNTAIN VIEW PHASE 1B, PRELIM. PLAT** 1700 Plantation Oaks Boulevard PZ-23-00000084	137 lots on 77.91 acres Plantation Oaks PRD (Phase 1)	09.22.23	10.15.23	12.12.23	1.29.24		Not Required	01.11.24	2.20.23	02.27.24	Under construction		Issued 02.29.24	$4,090,127.00	25%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	**FOUNTAIN VIEW PHASE 1B, FINAL PLAT** 1700 Plantation Oaks Boulevard **#+A48:B77**	Final Plat 137 lots on 77.91 acres, Plantation Oaks PRD (Phase 1)	01.29.24	03.06.24				Not Required	04.11.24	Tentatively 05.21.24				See Preliminary Plat	See Preliminary Plat		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	**FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT** 1160 Fountain View Street SPRC-2024-000007	141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	**FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT** 1789 Houmas Street SPRC-2024-000016	103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	Tentatively 05.21.24				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	**FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT** 1587 Nottoway Circle SPRC-2024-000017	110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	Tentatively 05.21.24				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	**FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT** 1130 Evelyton Lane SPRC-2024-000018	97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	Tentatively 06.04.24				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
Q	**ORMOND ENCLAVE (FKA COURTYARDS)** 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
R	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	$3,044,572	75%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
S	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	$1,784,746	70%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	**REGAL MULTIFAMILY** 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25		Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
U	**RIDGEHAVEN PRELIMINARY PLAT** 1066 Cliffhaven Court PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Complete d	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23 Revision 02.01.24	Under construction		Issued 12.21.23	$6,950,757	30%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
U	**RIDGEHAVEN FINAL PLAT** 1066 Cliffhaven Court PZ-2024-000009	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	01.16.24	02.19.24				Not Required	03.14.24	05.07.24 & 05.21.24				See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
U	**RIDGEHAVEN AMENITY CENTER** 1066 Cliffhaven Court PZ-2024-000009	The project consists of modifying the amenity area site plan	04.23.24	In Review				Not Required	Not Required	Not Required				See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
V	**RIVELL SUBDIVISION** 100 Rivell Trail SPRC-2024-0000032	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24				Not Required	Required	Required							E = Newkirk Engineering, Inc O = Marie Lilienstern

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of May 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect **O = Owner** **A = Applicant**
W	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24	03.06.24	01.18.24	02.08.24 (Approved)	05.07.24				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
X	**TIDES EDGE PRELIMINARY PLAT** 300 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23	Under construction		Approved	$718,460	40%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
x	**TIDES AT ORMOND BEACH FINAL PLAT** 300 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23	10.03.23	10.30.23		Not Required	03.14.24 (Approved)	Tentatively 05.21.24 & 06.04.24				See Preliminary Plat	See Preliminary Plat		E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
y	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26		Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Planning public hearing items

		City Commission items			
File Number	**Item**	**Description**	**Planning Board**	**City Commission, 1st reading or only**	**City Commission, 2nd reading**
PZ-2024-006	Ormond Beach Holdings, LLC, Planned Business Development Amendment	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).	03.14.2024 Approved (6-0)	**05.07.2024**	**05.21.2024**
PZ-2024-009	RidgeHaven Subdivision, Final Plat	This is a request submitted by Meritage Homes of Florida, Inc., for a final plat of a subdivision consisting of 84 duplex lots and 202-lot, 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.	03.14.2024 Approved (6-0)	**05.07.2024**	**05.21.2024**
LDC 2024-011	Land Development Code Amendment, R-4, R-5, and R-6 zoning district amendments	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) 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) amend the purpose section for the R-6, Multifamily Medium-High Density zoning district.	03.14.2024 Approved (6-0)	**05.07.2024**	**05.21.2024**
PP-23-041	Tattersall at Tymber Creek, Preliminary Plat	This is an application submitted by Paylin Tymber 1 and 2, LLC, property owner, for a Preliminary Plat for a 129-lot subdivision titled Tattersall at Tymber Creek on approximately 84.22 acres. The subdivision was issued a development order with Ordinance 2022-33 for a 129-lot subdivision 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.	02.08.24 (Approved 6-1)	**05.07.2024**	NA
PZ-24-024	1628 West Granada Boulevard, Special Exception for Electronic Changeable Copy Signage	This is an application submitted from Aluminum Plus, on behalf of the property owner, Monica Investment Group, Inc., for a Special Exception to allow for one (1) electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard.	03.14.2024 Approved (5-1)	**05.07.2024**	NA
NA	ISBA Resolution to Volusia County	This is a Resolution related to the Interlocal Service Boundary Agreement area. On January 19, 2024, City staff received Volusia County Resolution 2023-156, which initiated the process to amend the Interlocal Service Boundary Agreement. 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 and (2) Extension of the Interlocal Service Boundary Agreement for an additional ten (10) years from the expiration of the current Interlocal Service Boundary Agreement. The city Resolution shall only support the renewal of the ISBA for a period of ten years.	NA	**05.07.2024**	NA
NA	2024 Floodplain Management Annual Progress Report - Disposition Item	An 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.	NA	**05.07.2024**	NA
NA	Seward Johnson Sculpture Tour - Potential Use of Public Property within the Downtown Area - Disposition Item	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 "hyper realistic and life-size" to allow pedestrians to interact with the sculptures. The purpose of this disposition item is to verify that the Ormond Beach Arts District may seek to allow the sculptures on public property within the Downtown area.	NA	**05.07.2024**	NA
NA	Milestone Inspections - Disposition Item	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.	NA	**05.07.2024**	NA

Planning public hearing items

File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
PZ-2023-062	Tides Edge at Ormond Beach Subdivision, Final Plat	This is a request submitted by Ormond Beach Holdings, LLC, for a final plat of the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The subject property includes a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue.	03.14.2024 Approved (6-0)	**05.07.2024**	**05.21.2024**
PZ-2024-015	Woodsprings Suites, Comprehensive Plan Land Use Map Amendment	This is a request submitted by Ridge Land Holdings, LLC and RCM Properties, LLC, property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for an approximately 1.33 acres located at Benton Street and Atlantic Avenue, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140), from “Medium Density Residential” to “Low Intensity Commercial”. The property is within the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) area that contain 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.	03.14.2024 Approved (6-0)	**05.21.2024**	**06.04.2024**
PZ-23-077	Water Supply Work Plan, Comprehensive Plan amendment	This is an administrative request to amend the Comprehensive Plan related to the Water Supply Work Plan, including text amendments to the (1) Utilities Element, (2) Conservation Element, (3) Capital Improvements Element and adoption of the Water Supply Plan as Appendix A to the Utilities Element.	04.11.2024 Approved (6-0)	**05.21.2024**	To be determined
PZ-24-010	Fountain View, Phase 1B, Final Plat	This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 137-lot single-family subdivision on approximately 63.22 acres. The Fountain View, Phase 1B subdivision, part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.	03.14.2024 Approved (6-0)	**05.21.2024**	**06.04.2024**
PZ-24-038	Interlocal Service Boundary Agreement (ISBA) renewal	This is an administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). The North U.S. 1 Interlocal Service Boundary Agreement was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a ten (10)-year renewal and does not amend any other portions of the North U.S. 1 Interlocal Service Boundary Agreement.	03.14.2024 Approved (6-0)	**05.21.2024**	**06.04.2024**
SPRC-24-016	Fountain View, Phase 1D, Preliminary Plat	This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.	03.14.2024 Approved (6-0)	**05.21.2024**	NA
SPRC-24-017	Fountain View, Phase 1E, Preliminary Plat	This is an application submitted from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.	03.14.2024 Approved (6-0)	**05.21.2024**	NA
PZ-24-024	1628 West Granada Boulevard, Special Exception for Electronic Changeable Copy Signage	This is an application submitted from Aluminum Plus, on behalf of the property owner, Monica Investment Group, Inc., for a Special Exception to allow for one (1) electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard.	03.14.2024 Approved (5-1)	**05.21.2024**	NA
NA	Plantation Oaks, Phase 2C, Utility Easement Acceptance	This is a request to accept an access, maintenance and utility easement within phase 2C of the Plantation Oaks Planned Residential Development. Phase 2C, consisting of 121 lots, is within the manufactured home community section of the planned development. This phase will not be platted and will remain as one master tract of land. The proposed easement would allow city staff to maintain the water and sewer improvements within the phase. All other improvements are privately owned and maintained. Similar easements have occurred with phases 2A and 2B of Plantation Oaks.	NA	**05.21.2024**	NA

Planning public hearing items

File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
NA	Request for Proposal Award, Downtown Public Art Master Plan	On February 6, 2024, there was a disposition item that advertised a request for proposals for a public art master plan within the Downtown Community Redevelopment Area. A staff evaluation team of Leisure Services, Planning, and Economic Development evaluated the three proposals submitted and are recommending awarding the project to Designing Local. The proposal includes extensive public outreach, description of what public art is, identification of sites, public art recommendations for the Granada Bridge, recommendations for public art funding, and final recommendations. The purpose of this item is to award a contract to Design Local in the amount of $80,000.	NA	**05.21.2024**	NA
NA	253 Greenwood Avenue, lien for partial demolition	This is a request for authorization to place a lien in the anticipated amount of $8,900 against the property at 253 Greenwood Avenue, (Volusia County Parcel ID# 4240-03-03-0090) for the costs associated with demolishing the remaining foundation, garage floor, debris, and match existing grade with fill.	NA	**05.21.2024**	NA
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.iqm2.com/citizens/default.aspx?. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - May 1, 2024 - canceled

Ormond Beach Arts District Board - May 8, 2024		
NA	Seward Johnson Sculpture Tour	A request by the Ormond Beach Arts District to allow the display of sculptures on a temporary basis within the Downtown area as part of the Seward Johnson Sculpture tour.

Planning Board - May 9, 2024		
PZ-2024-033	Archer's Mill, Phase 2 Final Plat	This application was submitted from Forestar USA Real Estate Group, Inc. for a final plat for Archer's Mill, Phase 2 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development), consisting of 68 single-family lots on 25.53 acres. The subdivision land area is east of Plantation Oaks Boulevard and located at 313 Bracer Way (Volusia County parcel ids 3125-00-00-0012, 3124-00-00-0023 and 3125-08-00-0006).
PZ-2024-035	Archer's Mill, Phase 6 Final Plat	This application was submitted from Forestar USA Real Estate Group, Inc. for a final plat for Archer's Mill, Phase 6 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development), consisting of 78 single-family lots on 46.54 acres. The subdivision land area is east of Plantation Oaks Boulevard and is located at 3665 Bonspiel Drive, (Volusia County parcel ids 3125-00-00-0012, 3124-00-00-0023 and 3239-01-01-0011).
PZ-24-004	Zoning Districts Review	An administrative action to review the Ormond Beach zoning districts, including the uses of the B-1, B-2, B-4, and B-5 zoning districts, definition of uses and conditional & special exception criteria. Any recommended changes would require a separate action as a Land Development Code amendment
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

PERMIT ISSUANCE SUMMARY (04/01/2024 TO 04/30/2024)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Complete	2	30,080	$78,020.00	$5,567.12
	Demolition, Partial or Interior	1	2,500	$5,000.00	$116.50
	Detached Accessory Structure	1	100	$30,000.00	$310.87
	Electrical	8	0	$918,167.16	$965.50
	Exterior	1	0	$16,516.74	$221.25
	Interior Build Out	7	20,305	$2,222,063.00	$39,216.90
	Mechanical	14	12,000	$140,189.24	$1,571.50
	New Construction	2	5,932	$3,024,006.24	$81,496.66
	Plumbing	5	3,100	$20,050.00	$1,145.00
	Pool/Spa	1	0	$350,000.00	$2,255.72
	Reroof	11	75,827	$495,829.95	$3,264.00
	Signage	20	985	$86,870.40	$3,098.88
	BUILDING NON-RESIDENTIAL TOTAL:	**73**	**150,829**	**$7,386,712.73**	**$139,229.90**
Building Residential	Demolition, Partial or Interior	1	0	$10,000.00	$117.75
	Detached Accessory Structure	10	4,335	$159,113.00	$2,140.38
	Dock/Seawall	5	380	$230,000.00	$2,481.85
	Electrical	18	1,836	$42,383.00	$1,499.24
	Exterior	71	6,896	$606,721.61	$10,496.35
	Gas	7	0	$14,934.00	$744.03
	Generator	2	0	$37,960.00	$585.70
	Interior	10	3,625	$318,876.85	$4,219.59
	Manufactured/Mobile Home	5	7,379	$147,000.00	$11,879.23
	Mechanical	76	11,420	$646,884.93	$5,723.75
	New Construction, Addition	3	2,635	$797,450.00	$4,288.88
	New, Single Family Residential	9	25,322	$3,558,820.08	$118,210.09
	Plumbing	10	0	$18,839.88	$815.04
	Pool/Spa	5	4,946	$1,560,142.00	$8,327.48
	Reroof	114	106,776	$2,283,330.62	$19,530.06
	Screen Enclosure	4	1,735	$48,652.00	$703.54
	Solar	7	250	$199,258.77	$1,898.77
	Utility Connection Permit (UCP)	4	0	$250,000.00	$116,887.03
	BUILDING RESIDENTIAL TOTAL:	**361**	**177,535**	**$10,930,366.74**	**$310,548.76**
Engineering Non-Residential	Grade & Fill	1	0	$0.00	$0.00
	Tree Removal	1	0	$0.00	$80.00
	ENGINEERING NON-RESIDENTIAL TOTAL:	**2**	**0**	**$0.00**	**$80.00**
Engineering Residential	Grade & Fill	2	0	$8,000.00	$242.00
	Tree Removal	32	0	$2,010.00	$590.00
	ENGINEERING RESIDENTIAL TOTAL:	**34**	**0**	**$10,010.00**	**$832.00**
Fire Non-Residential	Fire Protection Systems	1	141,974	$31,569.00	$113.75
	FIRE NON-RESIDENTIAL TOTAL:	**1**	**141,974**	**$31,569.00**	**$113.75**
LDC Non-Residential	LDC	4	3,010	$95,750.00	$240.00
	Master Solicitor	1	0	$1.00	$300.00
	Non-Residential Paint Permit	1	0	$1.00	$20.00
	Non-Residential SPRC Site Improvem	2	1,792	$1,420,000.00	$15,400.00
	Special Event Permit	12	0	$1,011.00	$25.00
	LDC NON-RESIDENTIAL TOTAL:	**20**	**4,802**	**$1,516,763.00**	**$15,985.00**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (04/01/2024 TO 04/30/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
LDC Residential	Garage Sale	123	0	$483.00	$605.00
	LDC	35	0	$321,082.52	$2,740.00
	LDC RESIDENTIAL TOTAL:	**158**	**0**	**$321,565.52**	**$3,345.00**
	GRAND TOTAL:	**649**	**475,140**	**$20,196,986.99**	**$470,134.41**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 9.A

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 (SECOND READING)		
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 5/8/2024 Claire Whitley, Assistant City Manager 5/8/2024 Steven Spraker, Planning Director 5/9/2024 Joyce Shanahan, City Manager 5/9/2024

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 1105 of 2272

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.

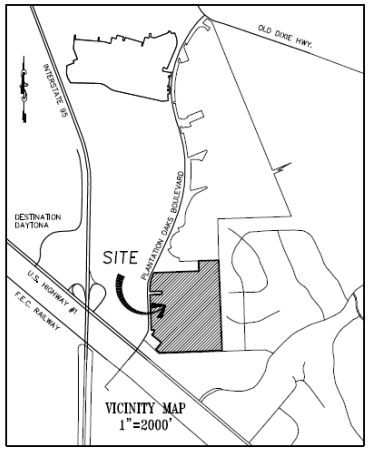
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

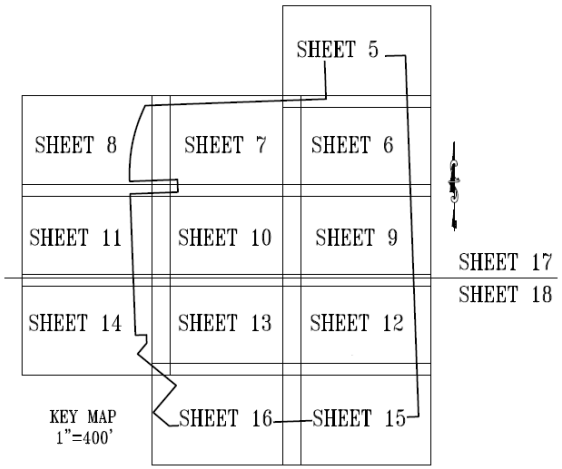
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, ALONG THE NORTH LINE 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 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 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.
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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'

N02°44'29"E 314.20'

PT

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

Δ=26°52'48" R=1096.00' L=514.18' CB=N11°17'38"E 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

N02°08'49"W 20.19'

S87°51'51"W 345.14'

N02°08'49"W 20.19'

MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS N87°48'07"E 345.12'

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

50.00' 50.00'

NATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154 (100.00' R/W)

EASTERLY RIGHT OF WAY LINE

GREENHAVEN PLACE 50.00' R/W

OAKHAVEN AVENUE 50.00' R/W

TRACT D COMMON AREA, SIGNAGE & UTILITIES

TRACT N, COMMON AREA, DRAINAGE & UTILITIES

FORESTHAVEN STREET 60.00' R/W

TRACT E COMMON AREA, SIGNAGE & UTILITIES

N02°08'49"W 20.19'

MATCHLINE

ADDITIONAL DEDICATED R/W

WEST RIGHT OF WAY HALIFAX ST. MB10, PAGES 250-154

NORTHEAST CORNER LOT1

NORTH LINE LOT 1 N88°21'33"E 345.20'

POB OUT PARCEL NW CORNER LOT1 N88°21'33"E 60.00'

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

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

HALIFAX STREET 60.00' R/W N02°07'12"W 271.52'

S02°06'23"E 180.76'

MB 10, PG(S) 250-253

LOT 3 EXCEPTION PID: 313601240030 DEWIE W THOMPSON

LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR

SOUTH LINE LOT 3 S88°18'23"W 405.14'

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

SOUTHEAST CORNER LOT1 NORTHWEST CORNER LOT3

NORTH LINE LOT 3 N88°19'26"E 405.16'

RIDGEHAVEN AVE. 60.00' R/W

NORTHWEST CORNER LOT4 SOUTHEAST CORNER LOT3

LOT 5 EXCEPTION PID: 313601240050 BILLY

LESS AND NOT A PART OF THIS PLAT

MB 10, PG(S) 250-253

RIGHT OF WAY MANZANAS ST. PAGES 250-154

N02°09'23"W 271.15'

MATANZAS STREET 60.00' R/W

S02°05'34"E 361.03'

LOT 6 EXCEPTION PID: 313601250060 BARBARA A STEADMAN

SOUTH LINE LOT 6 S88°15'13"W 405.07'

TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES

MILLHAVEN STREET 50.00' R/W

TRACT L COMMON AREA,RECREATION PARKING, PRESERVATION, & UTILITIES

CLIFFHAVEN COURT 50.00' R/W

RIDGEHAVEN AVENUE 60.00' R/W

BROOKHAVEN TRAIL 50.00' R/W

TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

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'

LOT 159 LOT 160 LOT 161 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

VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

MATCHLINE

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SLIGER & ASSOCIATES, INC.
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PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

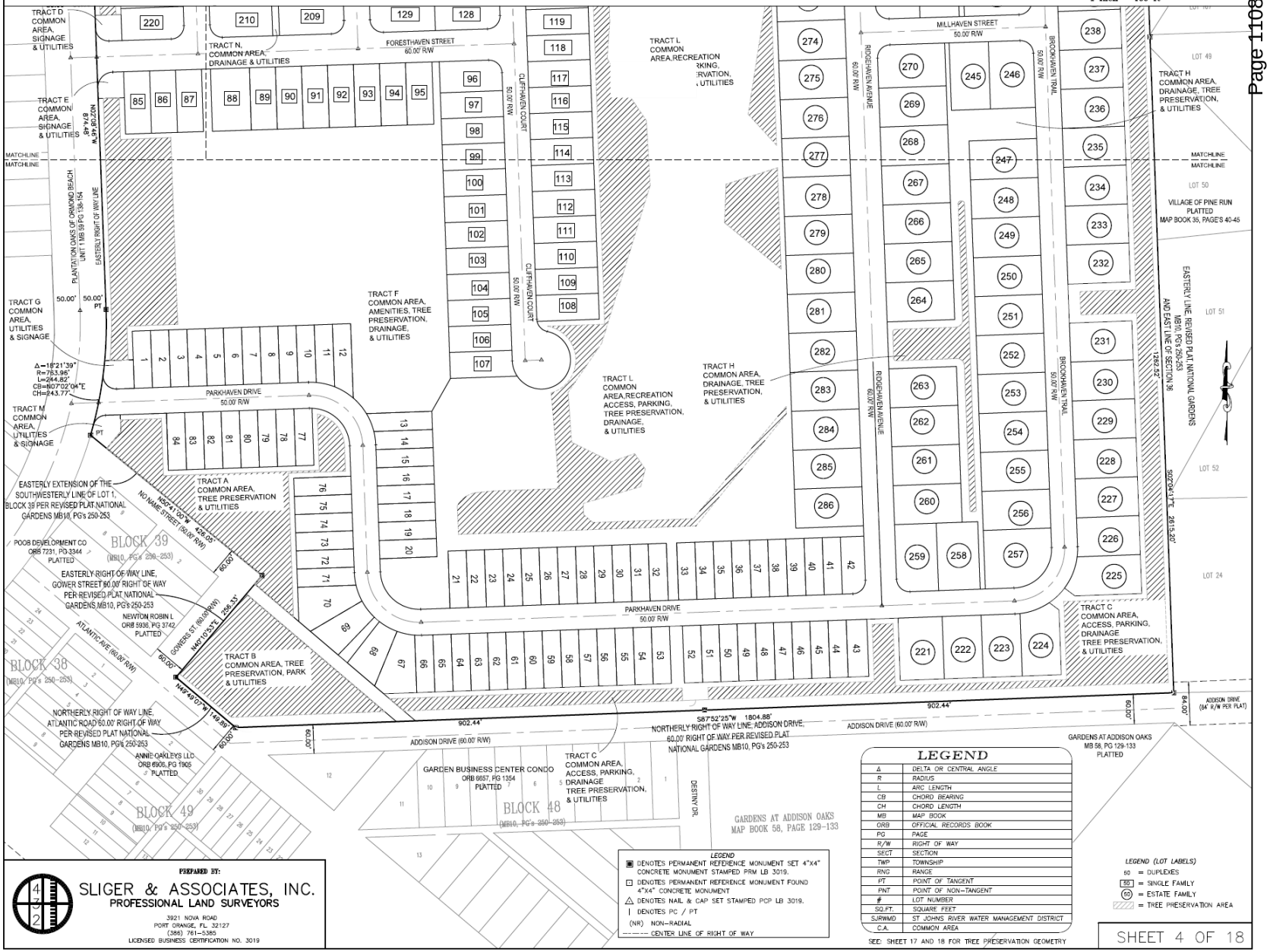
EXHIBIT "A"
Page 4 of 18

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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MAP BOOK:__ PAGE:__

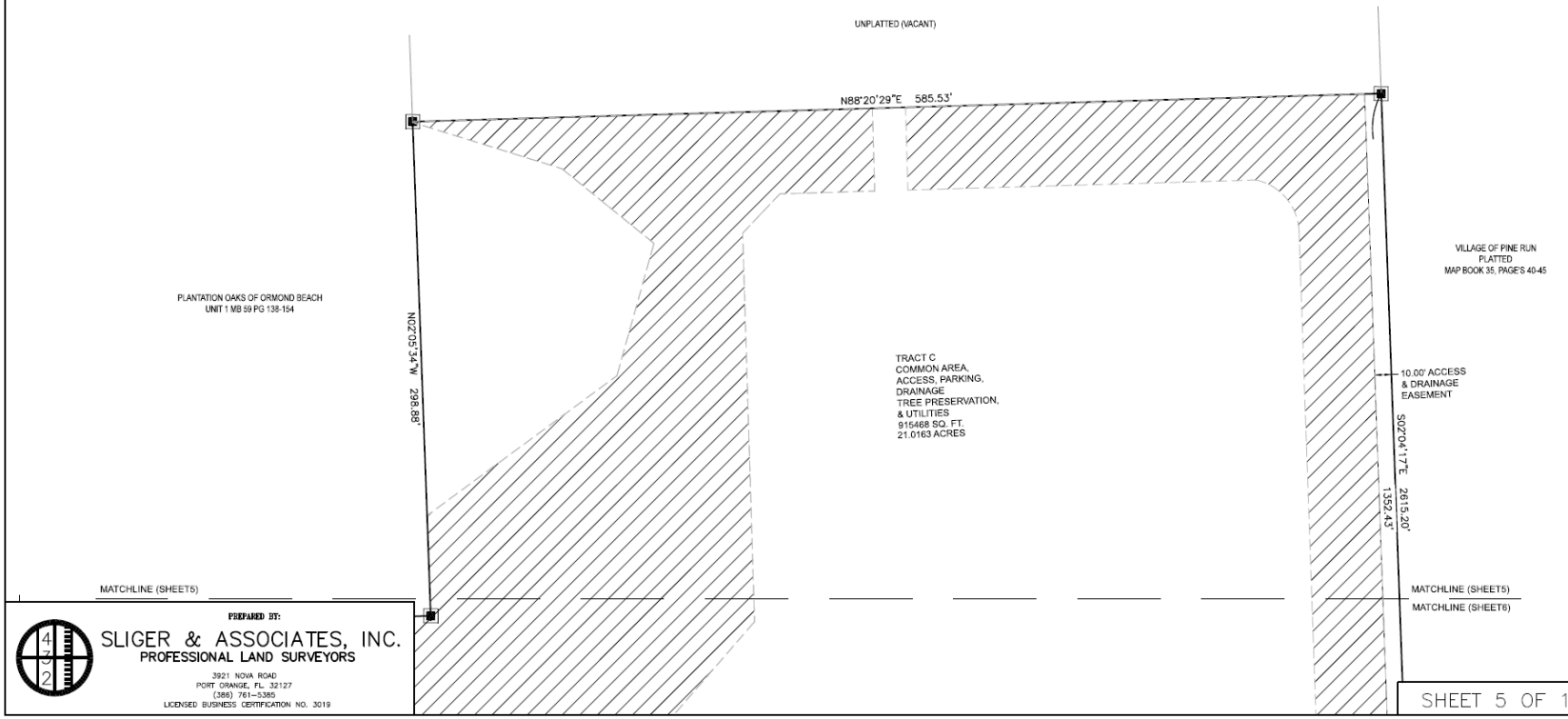
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

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
- ▣ 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

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

▨ = TREE PRESERVATION AREA



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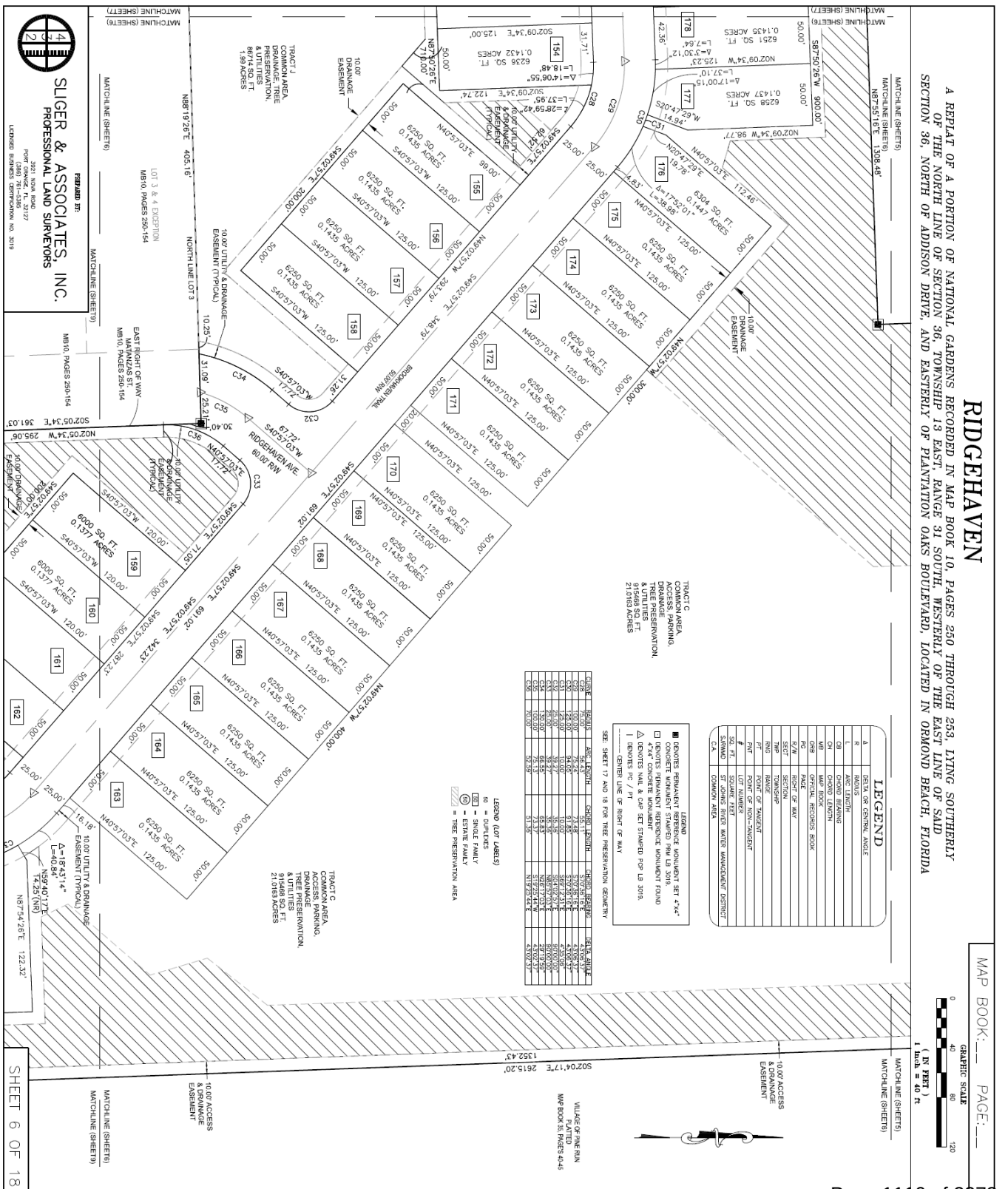
SHEET 5 OF 18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LEGEND
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
ORB OFFICIAL RECORDS BOOK
PG PAGE
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
POT POINT OF TANGENT
PNT POINT OF NON-TANGENT
LOT NUMBER
SQ. FT. SQUARE FEET
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
DENOTES PC / PT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
CENTER LINE OF RIGHT OF WAY
SEE SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY.
LEGEND (LOT LABELS)
50 = DUPLEXES
(S) = SINGLE FAMILY
(E) = ESTATE FAMILY
= TREE PRESERVATION AREA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
3521 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5395
LICENSED BUSINESS: CERTIFICATION NO. 3019
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
SHEET 6 OF 18
MATCHLINE (SHEET5)
MATCHLINE (SHEET6)
MATCHLINE (SHEET7)
MATCHLINE (SHEET8)
MATCHLINE (SHEET9)
N87°55'16"E 1308.48'
S87°50'26"W 900.00'
N87°50'26"E 710.00'
N88°19'26"E 405.16'
S02°04'17"E 2615.20'
1352.43'
S02°05'34"E 361.03'
N02°05'34"W 295.06'
NORTH LINE LOT 3
LOT 3 & 4 EXCEPTION MB10, PAGES 250-154
EAST RIGHT OF WAY MATANZAS ST. MB10, PAGES 250-154
MB10, PAGES 250-154
RIDGEHAVEN AVE. 60.00' R/W
BROOKSIDE TRAIL 50.00' R/W
10.00' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10.00' ACCESS & DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
TRACT J COMMON AREA DRAINAGE, TREE PRESERVATION, & UTILITIES 86,778 SQ. FT. 1.99 ACRES
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES 915498 SQ. FT. 21.0163 ACRES
VILLAGE OF PINE RUN PLATTED MAP BOOK 55 PAGES 42-45
154 6236 SQ. FT. 0.1432 ACRES
155 6250 SQ. FT. 0.1435 ACRES
156 6250 SQ. FT. 0.1435 ACRES
157 6250 SQ. FT. 0.1435 ACRES
158 6250 SQ. FT. 0.1435 ACRES
159 6000 SQ. FT. 0.1377 ACRES
160 6000 SQ. FT. 0.1377 ACRES
161
162
163 6250 SQ. FT. 0.1435 ACRES
164 6250 SQ. FT. 0.1435 ACRES
165 6250 SQ. FT. 0.1435 ACRES
166 6250 SQ. FT. 0.1435 ACRES
167 6250 SQ. FT. 0.1435 ACRES
168 6250 SQ. FT. 0.1435 ACRES
169 6250 SQ. FT. 0.1435 ACRES
170 6250 SQ. FT. 0.1435 ACRES
171 6250 SQ. FT. 0.1435 ACRES
172 6250 SQ. FT. 0.1435 ACRES
173 6250 SQ. FT. 0.1435 ACRES
174 6250 SQ. FT. 0.1435 ACRES
175 6250 SQ. FT. 0.1435 ACRES
176 6304 SQ. FT. 0.1447 ACRES
177 6258 SQ. FT. 0.1437 ACRES
178 6251 SQ. FT. 0.1435 ACRES
Δ=14°06'55" R=58.48' L=18.48'
Δ=37°28'42" R=42.42' L=37.95'
Δ=17°00'15" R=125.26' L=37.10'
Δ=3°30'12" R=125.26' L=7.64'
Δ=17°52'01" R=125.26' L=38.98'
Δ=18°43'14" R=40.84' L=13.34'
N58°40'17"E 14.25' (NR)
S40°57'03"W 177.72'
N40°57'03"E 177.72'
S49°02'57"E 200.00'
S49°02'57"E 691.02'
S49°02'57"E 342.23'
S49°02'57"E 287.21'
S49°02'57"E 71.05'
N49°02'57"W 400.00'
N49°02'57"W 300.00'
N49°02'57"W 293.79'
S49°02'57"E 348.79'
S49°02'57"E 62.42'
S49°02'57"E 122.74'
S02°09'34"E 125.00'
N02°09'34"W 98.77'
N02°09'34"W 125.26'
N40°57'03"E 99.00'
N40°57'03"E 112.46'
N20°47'29"E 19.78'
S20°47'29"W 14.94'
S40°57'03"W 125.00'
N40°57'03"E 125.00'
S40°57'03"W 120.00'
S40°57'03"W 31.26'
S40°57'03"W 67.72'
S40°57'03"W 10.25'
31.09'
30.40'
25.21'
31.71'
42.36'
50.00'
25.00'
C28
C29
C30
C31
C32
C33
C34
C35
C36
CURVE TABLE
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C28 100.00' 79.14' 77.10' S70°38'15"E 45°19'37"
C29 100.00' 79.14' 77.10' S70°38'15"E 45°19'37"
C30 125.00' 94.05' 91.85' S70°38'15"E 43°06'37"
C31 125.00' 39.97' 39.80' S84°10'33"E 18°19'00"
C32 25.00' 39.27' 35.36' S85°57'03"E 90°00'00"
C33 150.00' 235.62' 212.13' N85°57'03"E 90°00'00"
C34 25.00' 39.27' 35.36' N85°57'03"E 90°00'00"
C35 100.00' 73.37' 71.69' S19°25'44"W 42°03'37"
C36 70.00' 51.36' 50.20' N19°25'44"E 42°03'37"
TRACT C COMMON AREA ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES 915498 SQ. FT. 21.0163 ACRES
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10.00' ACCESS & DRAINAGE EASEMENT
10.00' ACCESS & DRAINAGE EASEMENT
MATCHLINE (SHEET8)
MATCHLINE (SHEET9)

RIDGEHAVEN

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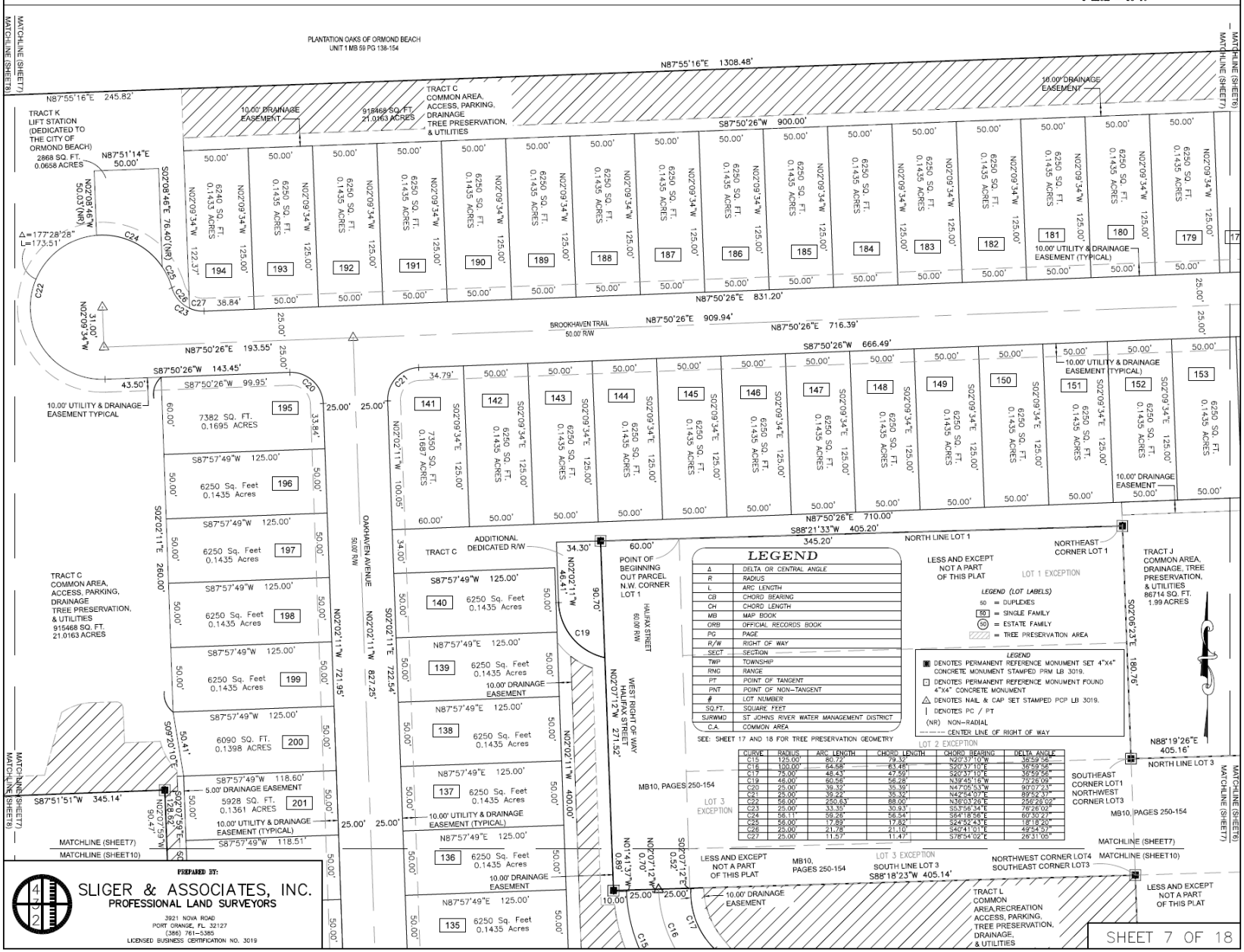
MAP BOOK:___ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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MAP BOOK:___ PAGE:___

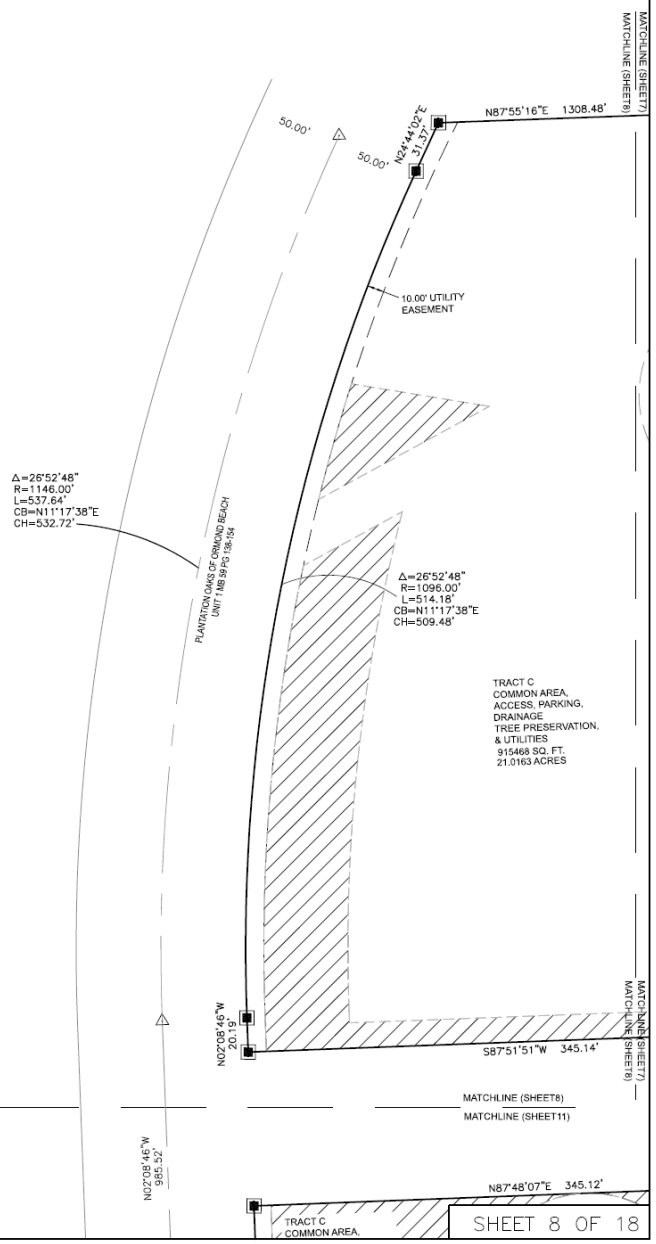
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

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
- ■ 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 POP LB 3019.
- | DENOTES PC / PT
- ------ 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



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SHEET 8 OF 18

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

MATCHLINE (SHEET6)
MATCHLINE (SHEET9)
MATCHLINE (SHEET10)
MATCHLINE (SHEET12)

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 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

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C37	75.00'	61.47'	59.76'	S29°34'16"E	46°57'23"
C38	100.00'	81.95'	79.68'	S29°34'16"E	46°57'23"
C39	125.00'	102.44'	99.60'	S29°34'16"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"

LESS AND EXCEPT NOT A PART OF THIS PLAT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- [50] = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

MB10, PAGES 250-154

S88°15'13"W 405.07'
N02°05'34"W 361.03'
S02°05'34"E 295.06'
S49°02'57"E 200.00'
S40°57'03"W 120.00'
6000 SQ. FT. 0.1377 ACRES
10.00' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES 54480 SQ. FT. 1.2507 ACRES
10.00' UTILITY EASEMENT
S87°54'26"W 160.00'
S02°05'34"E 212.44'
S02°05'34"E 262.67'
S02°05'34"E 1264.55'
S02°04'17"E 2615.20'
1352.43'
BROOKHAVEN TRAIL 50.00' R/W
MILLHAVEN STREET 50.00' R/W
RIDGEHAVEN AVENUE 60.00' R/W
S88°10'40"W 250.00'
N88°10'40"E 355.00'
N88°10'40"E 250.00'
N02°05'34"W 825.00'
N02°05'34"W 532.29'
N02°05'34"W 1003.18'
S02°05'34"E 1222.88'
N02°05'34"W 1173.05'
S02°05'34"E 1001.88'
S02°05'34"E 952.12'
S02°05'34"E 1264.55'
N02°05'34"W 862.73'
S02°05'34"E 1050.00'
S02°05'34"E 119.47'
N02°05'34"W 69.55'
N01°49'20"W 130.40'
N02°05'34"W 130.76'
S02°05'34"E 160.00'
S02°05'34"E 130.00'
S02°05'34"E 129.65'
S02°05'34"E 104.35'
S88°10'40"W 104.88'
N88°10'40"E 104.88'
N88°15'13"E 140.00'
S87°54'26"W 130.00'
N87°54'26"E 130.00'
N87°54'26"E 161.50'
N87°54'26"E 122.32'
N87°54'26"E 120.00'
S87°54'26"W 130.00'
S87°54'26"W 160.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
N87°54'26"E 120.00'
Δ=18°43'14" L=40.84'
N59°40'17"E 14.25' (NR)
Δ=28°14'09" L=61.60'
C36 C37 C38 C39 C40 C41 C42 C43
10894 SQ. FT. 0.2501 ACRES
9834 SQ. FT. 0.2257 ACRES
10954 SQ. FT. 0.2515 ACRES
10602 SQ. FT. 0.2434 ACRES
9777 SQ. FT. 0.2244 ACRES
11024 SQ. FT. 0.2531 ACRES
60.00' DRAINAGE EASEMENT
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES 53664 SQ. FT. 1.2320 ACRES
9750 SQ. FT. 0.2238 ACRES
9344 Sq. Feet 0.2145 Acres
9000 Sq. Feet 0.2066 Acres
8.00' DRAINAGE EASEMENT
40.00' DRAINAGE EASEMENT
10.00' ACCESS & DRAINAGE EASEMENT
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES 915468 SQ. FT. 21.0163 ACRES
VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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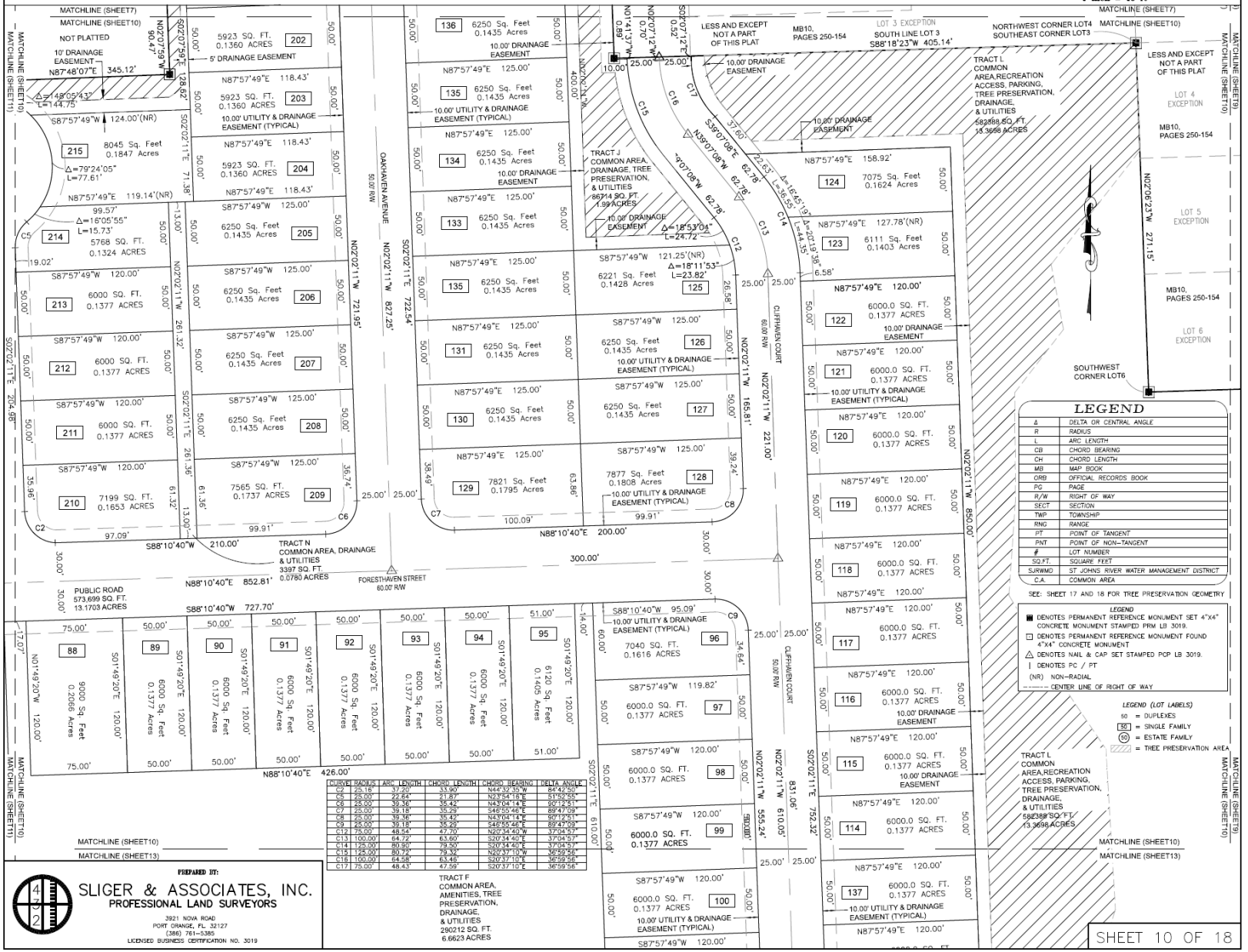
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	25.16'	37.20'	33.90'	N44°32'35"W	84°42'50"
C5	25.00'	22.64'	21.87'	N23°54'18"E	51°52'55"
C6	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C7	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C8	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C9	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C12	75.00'	48.54'	47.70'	N20°34'40"W	37°04'57"
C13	100.00'	64.72'	63.60'	S20°34'40"E	37°04'57"
C14	125.00'	80.90'	79.50'	S20°34'40"E	37°04'57"
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"

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SHEET 10 OF 18

EXHIBIT "A"
Page 11 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

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

LEGEND

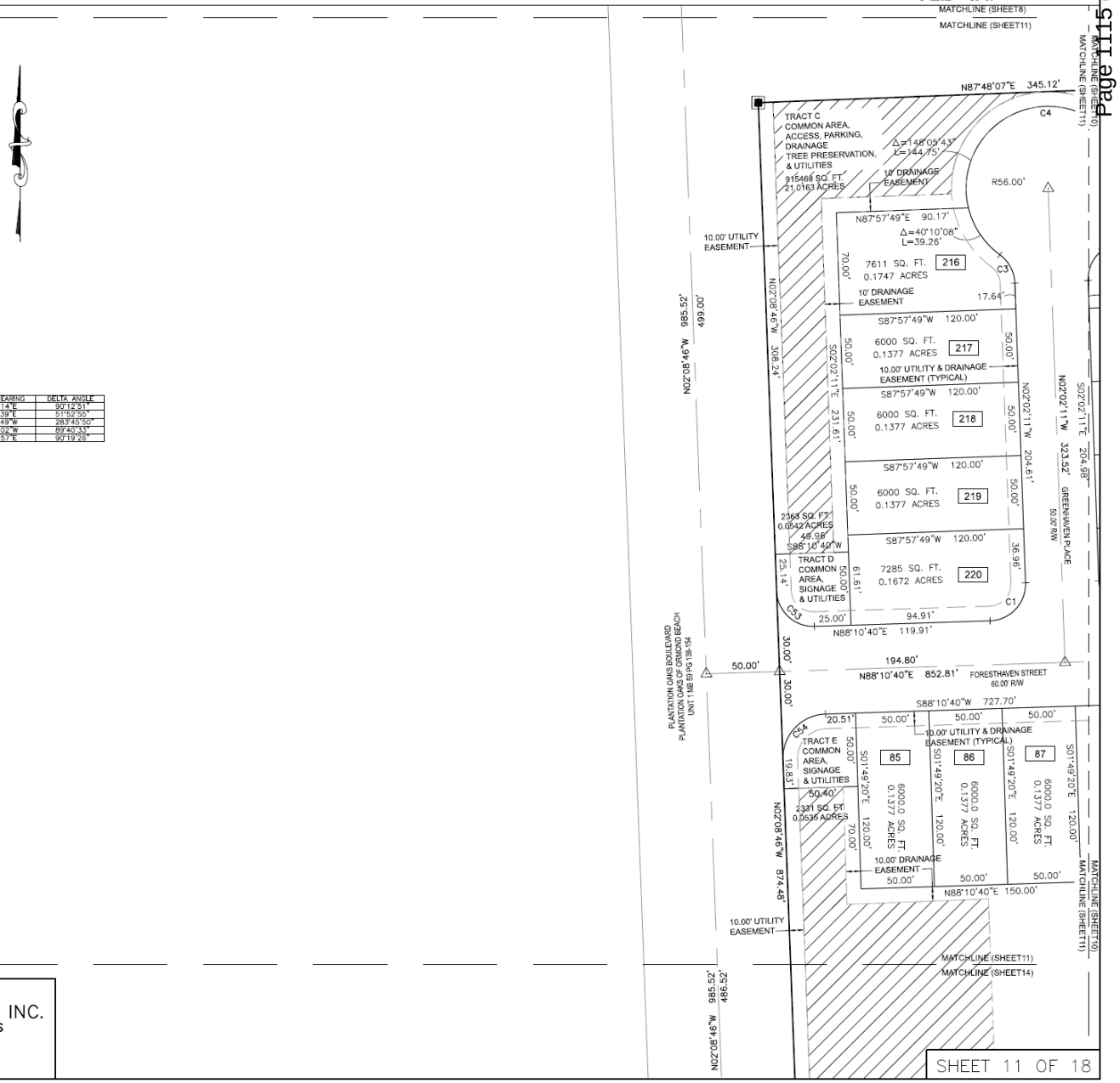
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ 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

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

RIDGEHAVEN

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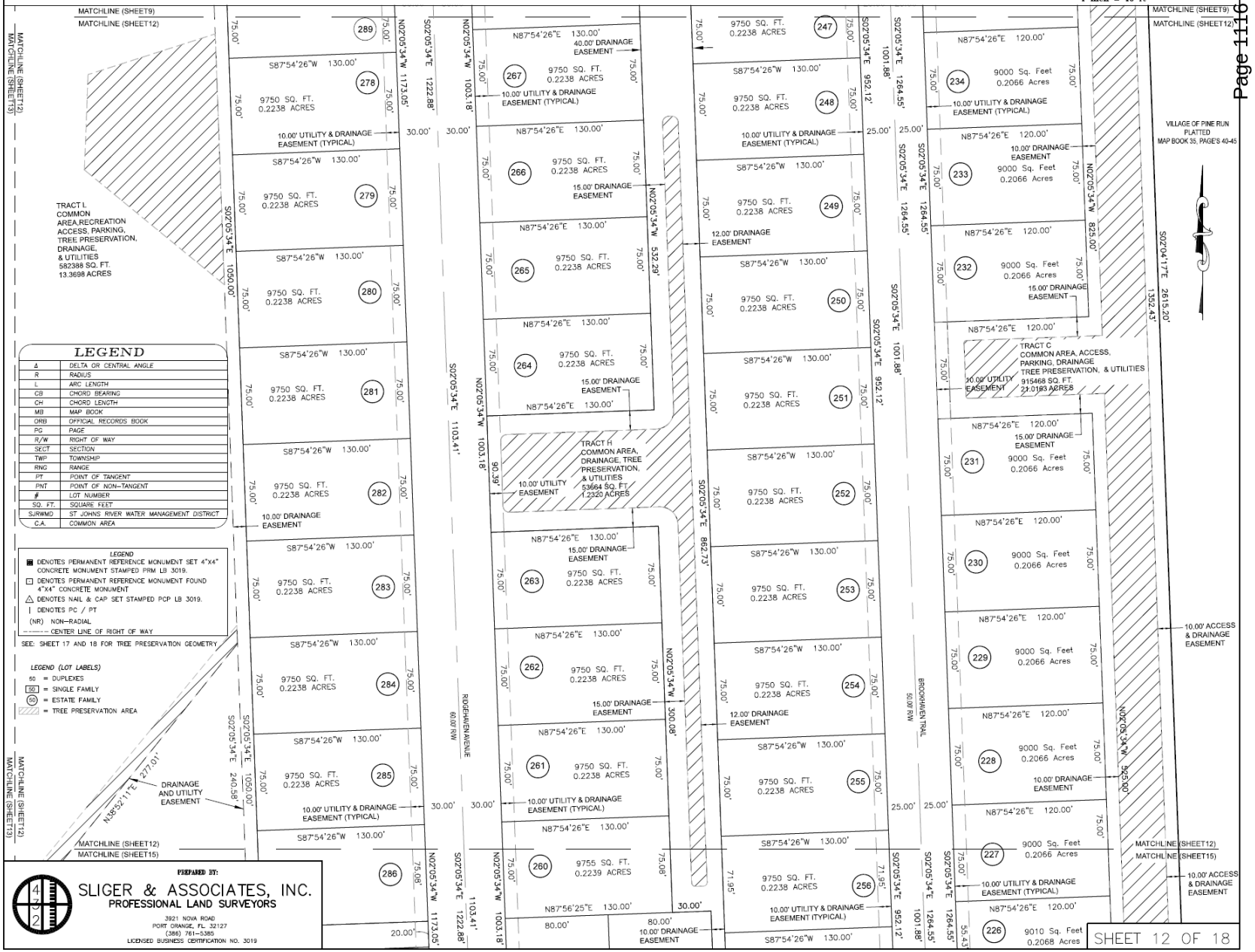
MAP BOOK:__ PAGE:__

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
- (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

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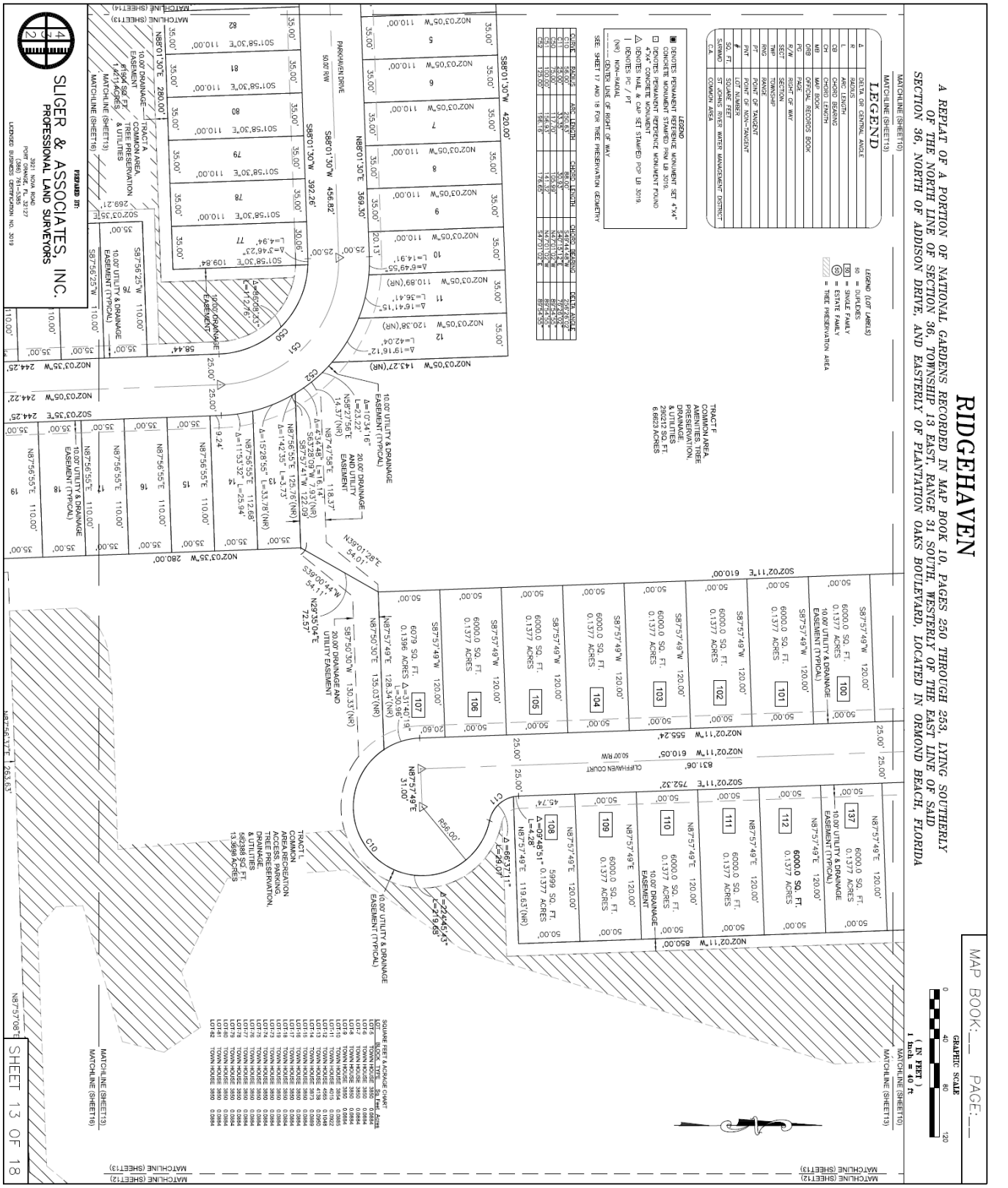
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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
LEGEND
LEGEND (LOT LABELS)
80 = DUPLEXES
SINGLE FAMILY
ESTATE FAMILY
= TREE PRESERVATION AREA
SQUARE FEET & ACREAGE CHART
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-1585
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
SHEET 13 OF 18

RIDGEHAVEN

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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
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
LOT	LOT NUMBER
SQ. FT.	SQUARE FEET
SURVEY C.A.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT COMMON AREA

LEGEND
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- | DENOTES PC / PT
- (NR) NON-RADIAL

SEE: CENTER LINE OF RIGHT OF WAY SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C59	25.00'	41.78'	36.98'	N42°27'27"W	95°71'07"
C60	783.39'	207.42'	206.80'	S75°21'37"E	15°10'24"
C61	783.39'	207.42'	206.80'	S75°21'37"E	15°10'24"
C62	783.39'	99.45'	99.38'	S67°27'23"E	07°16'08"
C63	783.39'	99.45'	99.38'	S67°27'23"E	07°16'08"
C64	783.39'	98.52'	98.45'	S59°31'19"W	07°12'10"

SQUARE FEET & ACREAGE 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-81	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	

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 83 = SINGLE FAMILY
- 59 = ESTATE FAMILY
- = TREE PRESERVATION AREA

Δ=43°55'54"
R=725.25'
L=556.08'
CB=S20°07'08"W
CH=542.36'

Δ=14°14'09"
L=180.20'

Δ=18°21'39"
R=761.95'
L=244.18'
CB=N07°07'04"E
CH=243.77'

PLANTATION OAKS BOULEVARD
PLANTATION OAKS OF ORMOND BEACH
UNIT 1 MB 59 PG 138-154

N02°08'46"W 985.52'
486.52'

10.00' UTILITY EASEMENT

N02°08'46"W 406.23'

50.00'
50.00'
52.08'
50.00'
50.00'

2604 SQ. FT.
0.0598 ACRES

TRACT H
COMMON AREA
UTILITIES & SIGNAGE
732.24'
N01°58'30"W 42.84'

TRACT G
COMMON AREA
UTILITIES & SIGNAGE
3058 SQ. FT.
0.0702 ACRES
34.17'

10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)

10.00' DRAINAGE EASEMENT

404.73'
S88°01'30"W 456.82'

25.00'
50.00' R/W
PARKHAVEN DRIVE
N88°01'30"E 369.30'

S88°01'30"W 420.00'

S88°01'30"W 392.26'

N88°01'30"E 286.00'

10.00' DRAINAGE EASEMENT

16.00' DRAINAGE EASEMENT

N50°41'00"W 362.63'

NO NAME STREET (50.00' R/W)

UNPLATTED

MATCHLINE (SHEET13)
MATCHLINE (SHEET14)
MATCHLINE (SHEET17)

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FIELD BOOK BY:

SHEET 14 OF 18

RIDGEHAVEN

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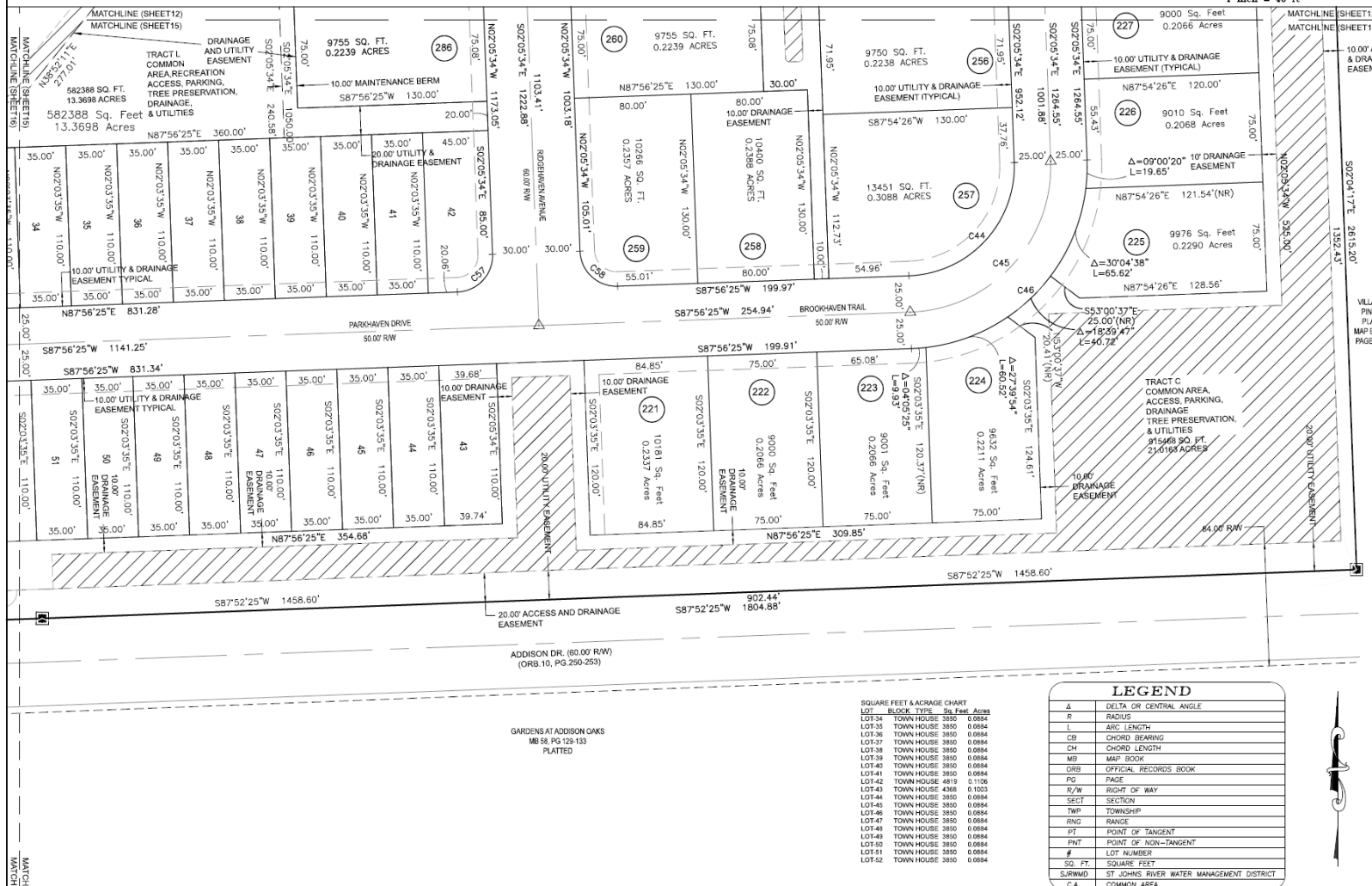
MAP BOOK:__ PAGE:__

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

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
(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
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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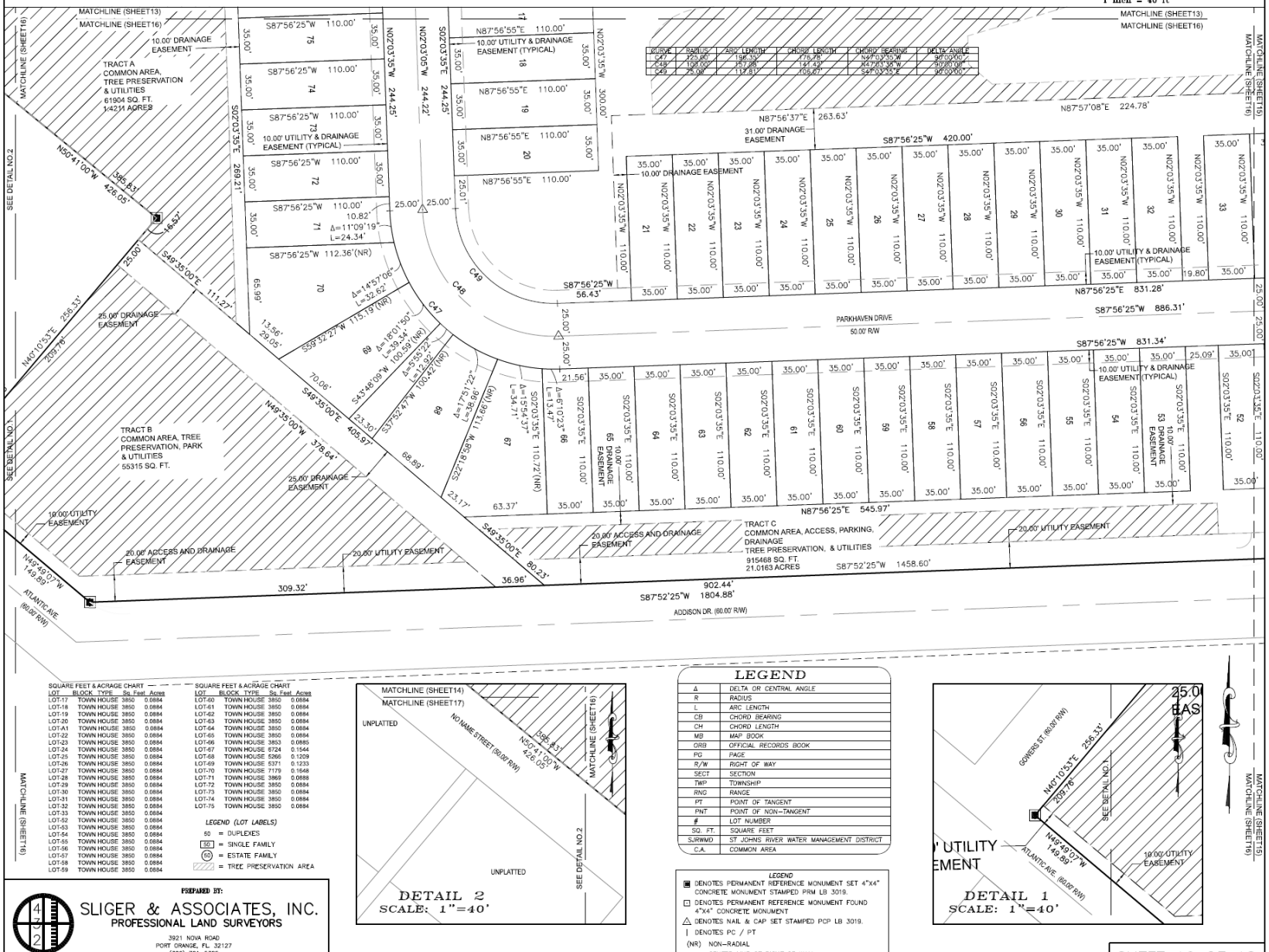
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-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 (LOT LABELS)
50 = DUPLEXES
50 = SINGLE FAMILY
(50) = ESTATE FAMILY
= TREE PRESERVATION AREA

DETAIL 2
SCALE: 1"=40'

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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(NR) NON-RADIAL
CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

DETAIL 1
SCALE: 1"=40'

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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
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C.A.	COMMON AREA

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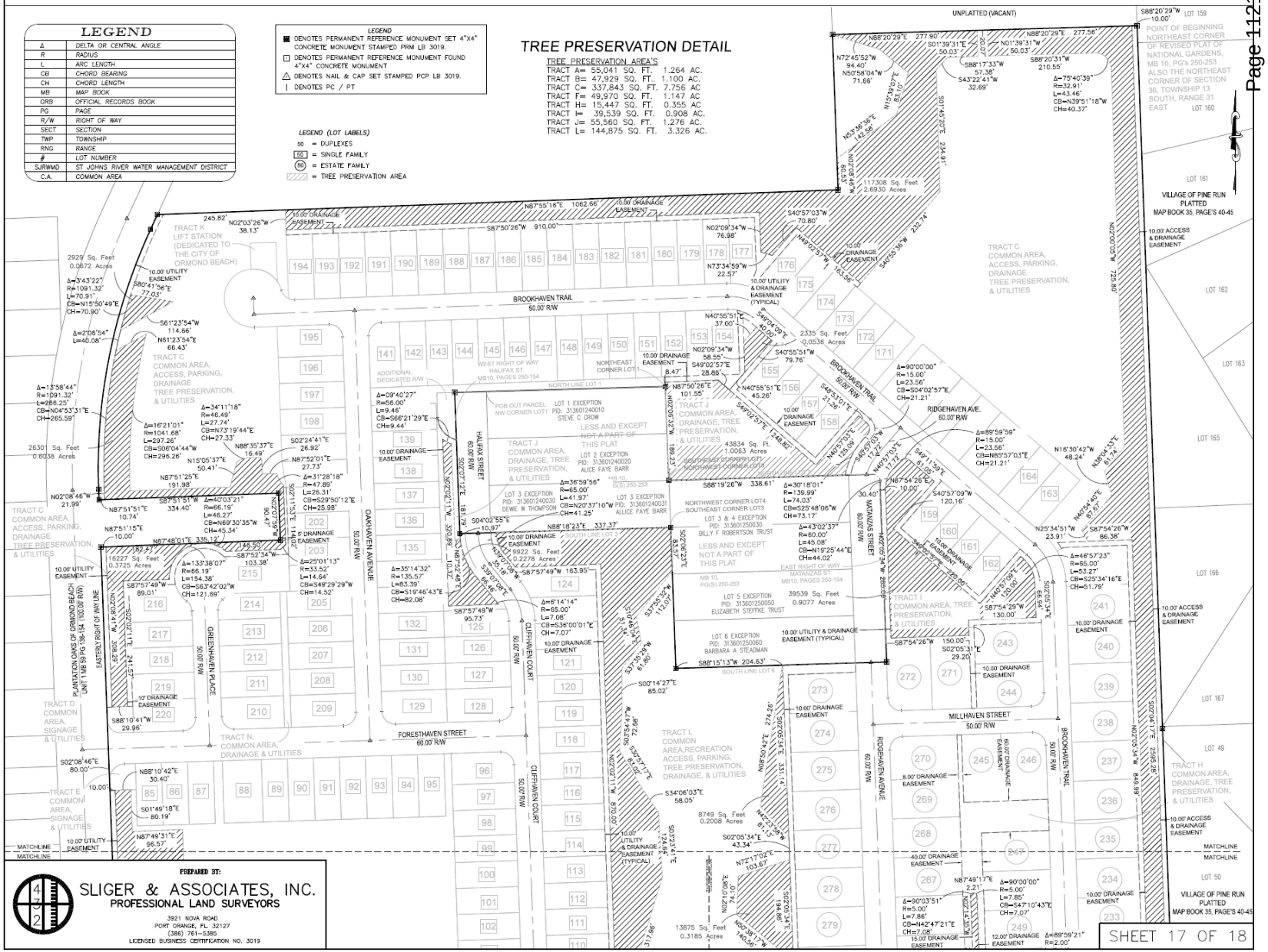
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (50) = SINGLE FAMILY
- 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.



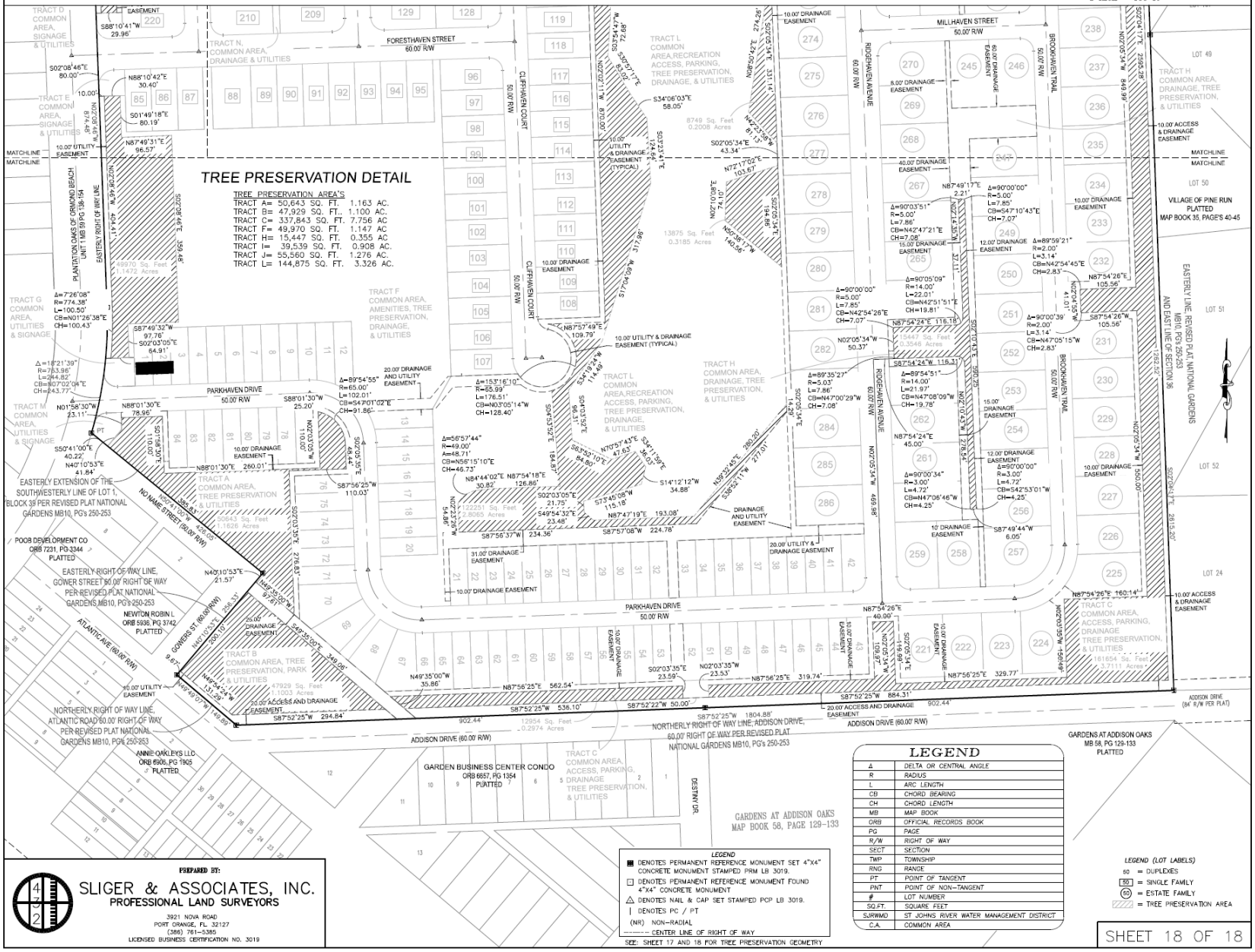
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

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)
60 = DUPLEXES
60 = SINGLE FAMILY
60 = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

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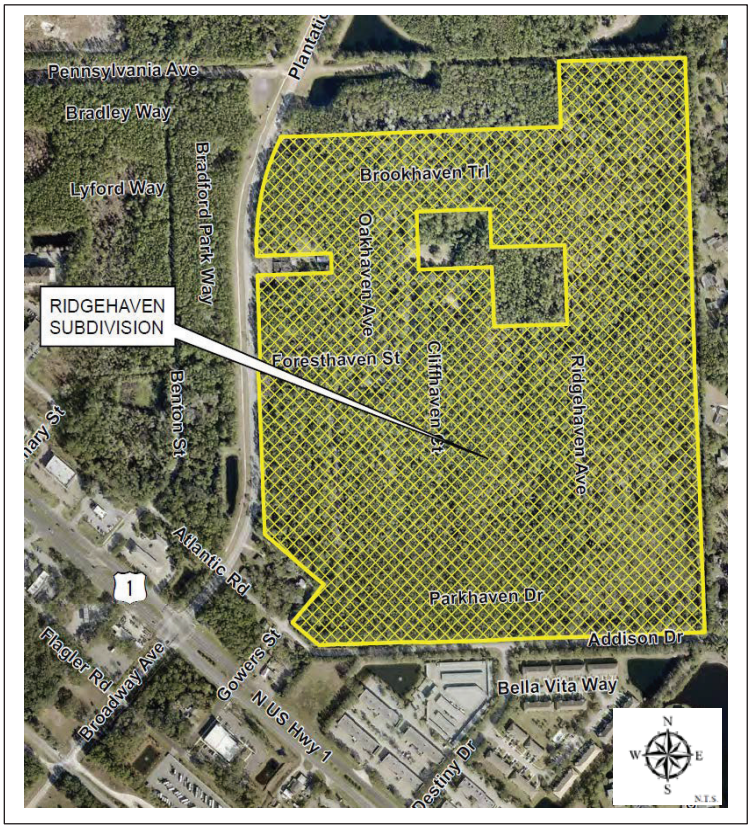
PLANNING BOARD STAFF REPORT

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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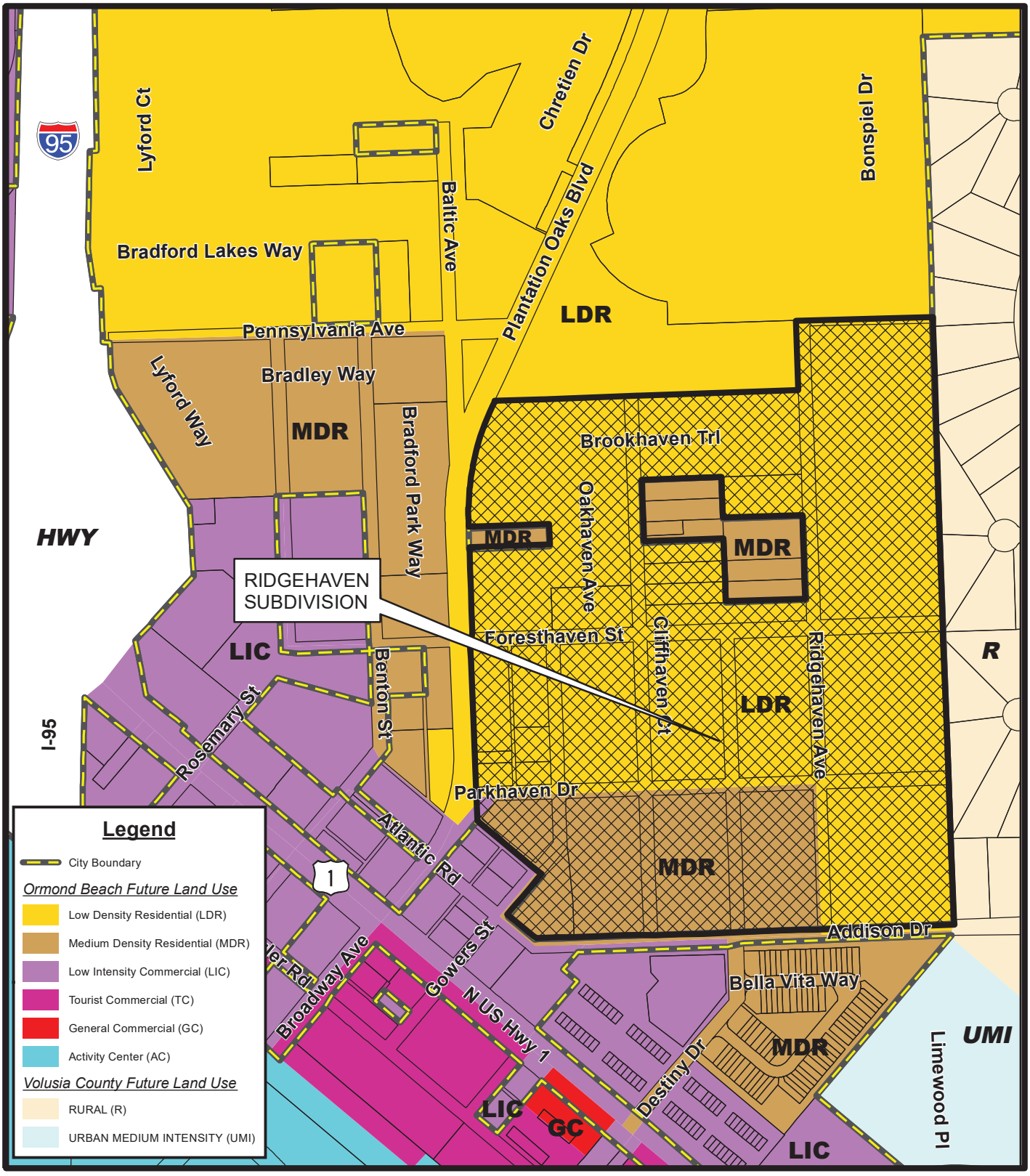

FUTURE LAND USE MAP
RIDGEHAVEN - FINAL PLAT

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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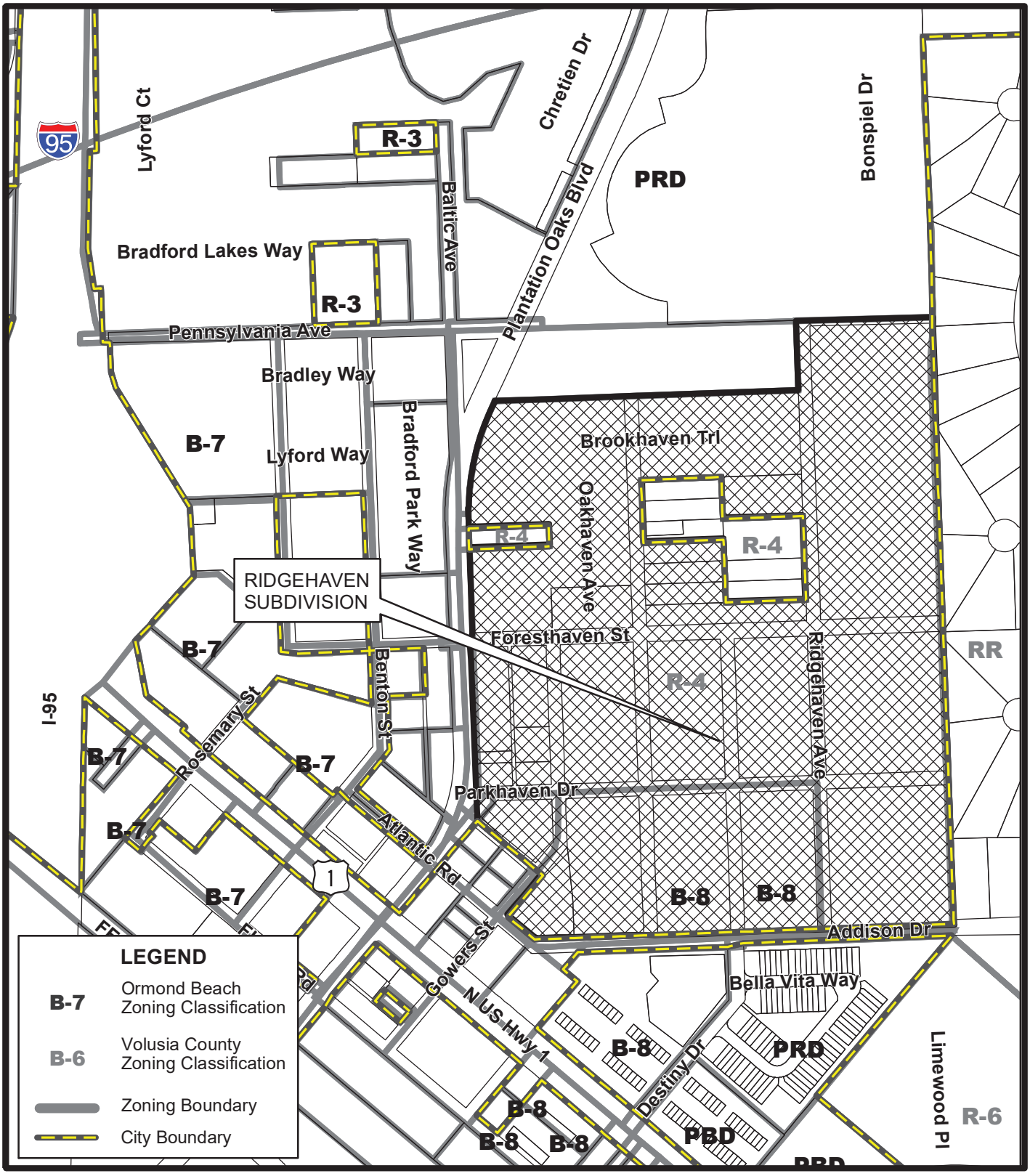

ZONING MAP
RIDGEHAVEN - FINAL PLAT

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.

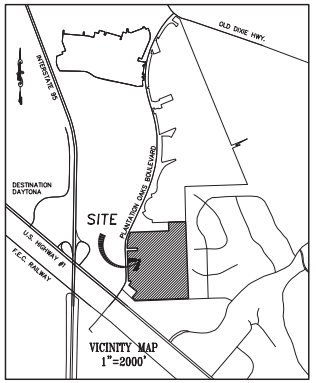
MAP BOOK:__ PAGE:__

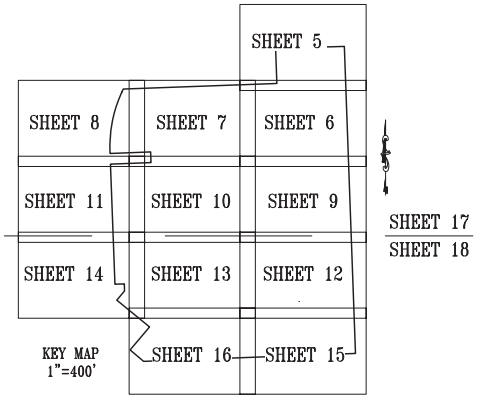
RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC 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:

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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'

PREPARED BY:
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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'
N02°44'02"E 31.17'
PT
TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)
BROOKHAVEN TRAIL 50.00' R/W
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
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'
N02°05'34"W 30.18'
N02°05'34"W 30.18'
N02°05'34"W 274.84'
TRACT C COMMON AREA, ACCESS, PARKING, 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
TRACT D COMMON AREA, SIGNAGE & UTILITIES
TRACT E COMMON AREA, SIGNAGE & UTILITIES
GREENHAVEN PLACE 50.00' R/W
OAKHAVEN AVENUE 50.00' R/W
CLIFFHAVEN COURT 50.00' R/W
FORESTHAVEN STREET 60.00' R/W
TRACT N COMMON AREA, DRAINAGE & UTILITIES
MATCHLINE SHEET 3
MATCHLINE SHEET 4
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 DEWIE W. THOMPSON
LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR
S02°07'13"E 271.46'
TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
N02°05'34"W 190.76'
S88°19'26"W 345.16'
S88°18'23"W 345.14'
LOT 3 & 4 EXCEPTION PID: 313601250030 BILLY F. ROBERTSON TRUST
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
N02°05'34"W 271.15'
N02°05'34"W 381.11'
S88°15'13"W 345.07'
TRACT L COMMON AREA, RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES
RIDGEHAVEN AVENUE 60.00' R/W
MILLHAVEN STREET 50.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
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
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
LOT 50 VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

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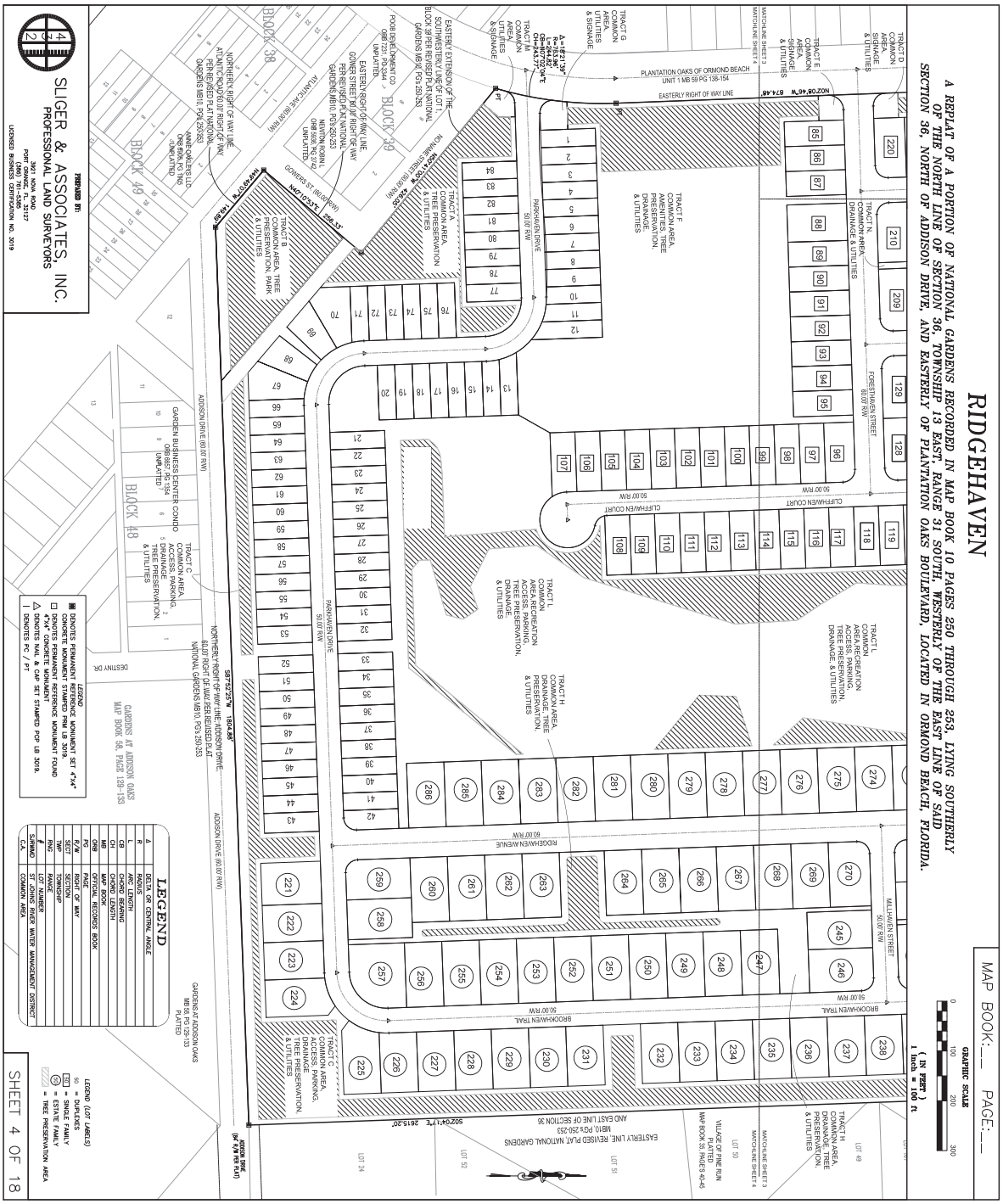
SHEET 3 OF 18


RIDGEHAVEN
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MAP BOOK:___ PAGE:___
GRAPHIC SCALE
1 inch = 100 ft.
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SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 4 OF 18
LEGEND
DELTA OR CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD LENGTH
OFFICIAL RECORDS BOOK
PAGE
RIGHT OF WAY
SECTION
TOWNSHIP
RANGE
LOT NUMBER
STORMWATER WATER MANAGEMENT DISTRICT
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 CONTROL POINT SET, 4"X4" CONCRETE MONUMENT WITH "X" MARK. DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
EASTERLY RIGHT OF WAY LINE
PARKHAVEN DRIVE 50.00' R/W
FORESTHAVEN STREET 60.00' R/W
CLIFFHAVEN COURT 50.00' R/W
MILLHAVEN STREET 50.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
RIDGEHAVEN AVENUE 60.00' R/W
ADDISON DRIVE (80.00' R/W)
NORTHERN RIGHT OF WAY LINE ATLANTIC ROAD (80.00' RIGHT OF WAY) PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
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
EASTERLY LINE, RE-VISED PLAT NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36
VILLAGE OF PINE RUN MAP BOOK 35, PAGES 40-45
TRACT A COMMON AREA, TREE PRESERVATION, PARK & UTILITIES
TRACT B COMMON AREA, TREE PRESERVATION, PARK & UTILITIES
TRACT C COMMON AREA, ACCESS, PARKING, SIGNAGE, TREE PRESERVATION, & UTILITIES
TRACT D COMMON AREA, SIGNAGE & UTILITIES
TRACT E COMMON AREA, SIGNAGE & UTILITIES
TRACT F COMMON AREA, RECREATION, PRESERVATION, DRAINAGE & UTILITIES
TRACT G COMMON AREA, UTILITIES & SIGNAGE
TRACT H COMMON AREA, SIGNAGE, TREE PRESERVATION, & UTILITIES
TRACT L COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
TRACT M COMMON AREA, SIGNAGE & UTILITIES
TRACT N, COMMON AREA, DRAINAGE & UTILITIES
EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NEWTON, ROBIN L. ORB 5936, PG 3142, UNPLATTED
GOWERS ST. (60.00' R/W)
PROB DEVELOPMENT CO ORB 7251, PG 3244, UNPLATTED
NANTE-OAR EYE LLC ORB 8074, PG 1762, UNPLATTED
GARDEN BUSINESS CENTER CONDO ORB 8857, PG 1354, UNPLATTED
DESTINY DR.
BLOCK 38
BLOCK 39
BLOCK 48
BLOCK 49
S02°04'17"E 2615.20'
S87°52'57"W 1804.58'
N87°52'57"E 2804.58'
N02°08'46"W 874.48'
N87°52'57"E 2804.58'
Δ=18°21'39"
R=264.82'
L=84.85'
CH=N78°42'08"E
CH=84.49'
N02°08'46"W 1000.00'
N87°52'57"E 1000.00'
S87°52'57"W 1000.00'
S02°08'46"E 1000.00'
S87°52'57"W 2804.58'
S87°52'57"W 1804.58'
NORTHERN RIGHT-OF-WAY LINE-ADDISON DRIVE
80.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
ADDISON DRIVE (80.00' R/W)
PATRON DRIVE (W. N & W 50' R/W)
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
MATCHLINE SHEET 3
MATCHLINE SHEET 4

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.

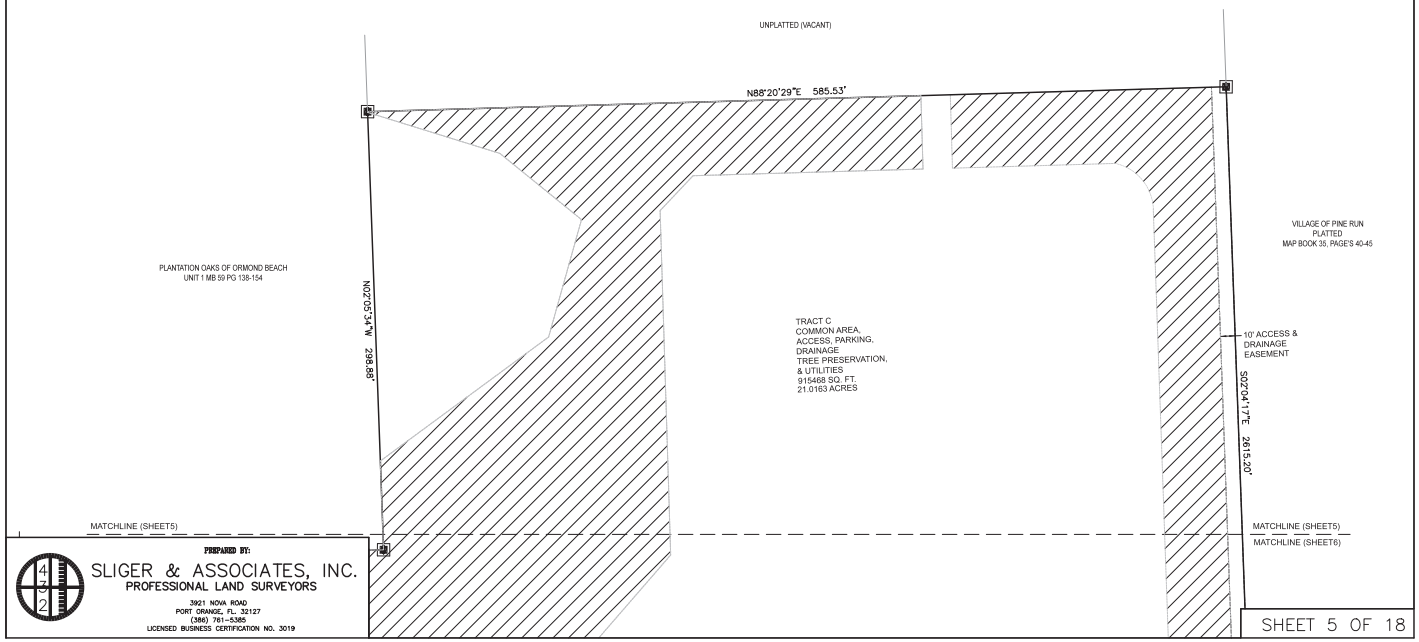
MAP BOOK:__ PAGE:__

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

▨ = TREE PRESERVATION AREA



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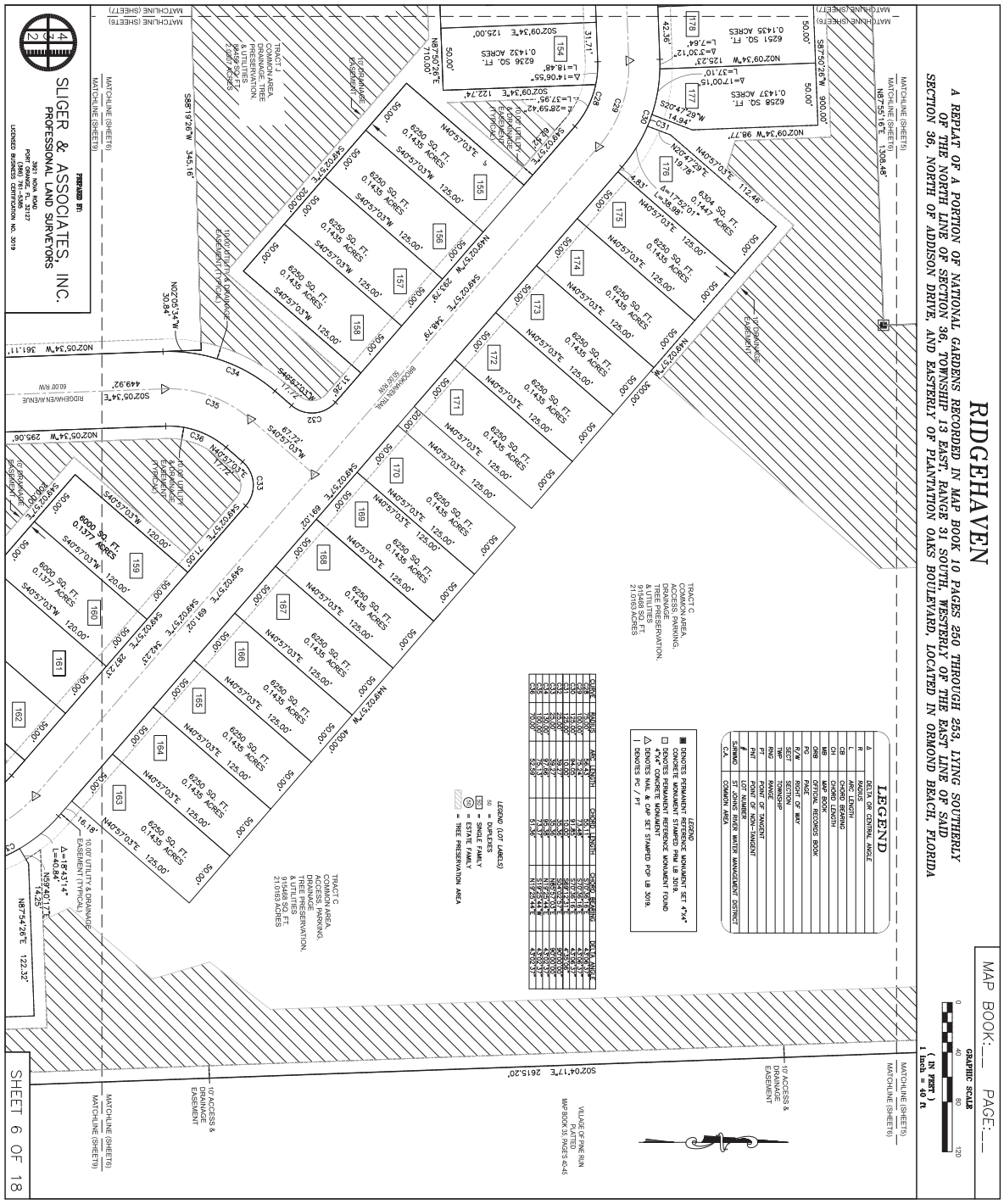
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 5 OF 18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LEGEND
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SHEET 6 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.



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'	30.27'	28.46'	N36°48'42"W	69°23'00"
C19	46.00'	54.64'	51.48'	N36°03'47"W	68°03'10"
C20	25.00'	39.32'	35.39'	N47°05'53"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'	33.35'	30.93'	S53°56'34"E	76°26'02"
C24	56.11'	59.26'	56.54'	S64°18'56"E	60°30'27"
C25	56.00'	17.89'	17.82'	S24°52'43"E	18°18'20"
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"

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
- ■ 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
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

N87°55'16"E 1308.48'
50.00'
50.00'
N24°44'07"E 51.37'

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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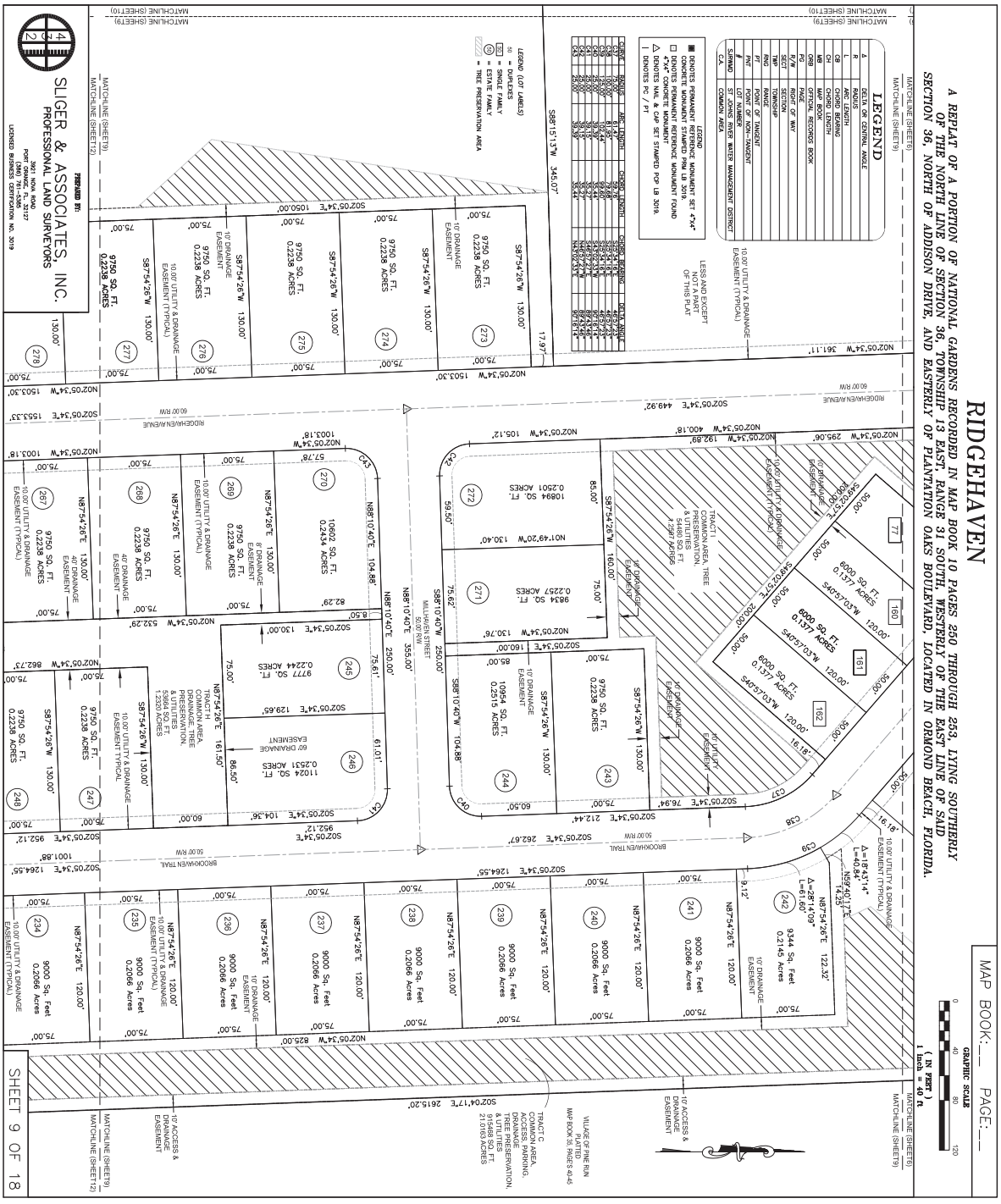
SHEET 8 OF 18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MAP BOOK:___ PAGE:___
LEGEND
DELTA OR CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD LENGTH
MAP BOOK
OFFICIAL RECORDS BOOK
RIGHT OF WAY
SECTION
TOWNSHIP
RANGE
POINT OF TANGENT
POINT OF NON-TANGENT
LOT NUMBER
ST JOHNS RIVER WATER MANAGEMENT DISTRICT
COMMON AREA
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
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 POP LB 3019.
DENOTES PC / PT
LESS AND EXCEPT
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1901 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 9 OF 18
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET9)
MATCHLINE (SHEET10)
MATCHLINE (SHEET12)
RIDGEHAVEN AVENUE
60.00' R/W
BROOKHAVEN TRAIL
50.00' R/W
MILLHAVEN STREET
50.00' R/W
10' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10' DRAINAGE EASEMENT
8' DRAINAGE EASEMENT
40' DRAINAGE EASEMENT
10' UTILITY EASEMENT
16' ACCESS & DRAINAGE EASEMENT
TRACT I COMMON AREA, TREE PRESERVATION & UTILITIES 54480 SQ. FT. 1.2507 ACRES
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION & UTILITIES 53884 SQ. FT. 1.2330 ACRES
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE,RESERVATION, & UTILITIES 915488 SQ. FT. 21.0163 ACRES
VILLAGE OF PINE RUN PHASE 1 MAP BOOK 59, PAGES 40-45
S88°15'13"W 345.07'
N02°05'34"W 361.11'
S02°05'34"E 1050.00'
N02°05'34"W 1503.30'
S02°05'34"E 449.92'
N02°05'34"W 400.18'
N02°05'34"W 105.12'
N02°05'34"W 192.89'
N02°05'34"W 295.06'
S87°54'26"W 160.00'
N01°49'20"W 130.40'
S88°10'40"W 104.88'
S88°10'40"W 250.00'
N88°10'40"E 355.00'
N88°10'40"E 104.88'
N02°05'34"W 532.29'
N02°05'34"W 1003.18'
N02°05'34"W 1553.37'
N02°05'34"W 862.73'
S02°05'34"E 952.12'
S02°05'34"E 1264.55'
S02°05'34"E 262.67'
S02°05'34"E 212.44'
S02°05'34"E 76.94'
S02°05'34"E 104.36'
S02°05'34"E 129.65'
N59°40'17"E 14.25'
N87°54'26"E 122.32'
N87°54'26"E 120.00'
S87°54'26"W 130.00'
S87°54'26"W 130.00'
S87°54'26"W 130


RIDGEHAVEN
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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
LEGEND
DELTA OR CENTRAL ANGLE
RADIUS
ARC LENGTH
CHORD BEARING
CHORD LENGTH
MAP BOOK
OFFICIAL RECORDS BOOK
POINT OF BEGINNING
SECTION
TOWNSHIP
RANGE
POINT OF TANGENT
POINT OF NON-TANGENT
LOT NUMBER
ST JOHNS RIVER WATER MANAGEMENT DISTRICT
COMMON AREA
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT CONTROL POINT SET 4"x4" CONCRETE MONUMENT STAMPED PCP LB 3019.
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= TREE PRESERVATION AREA
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3901 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-2483
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 10 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

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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
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

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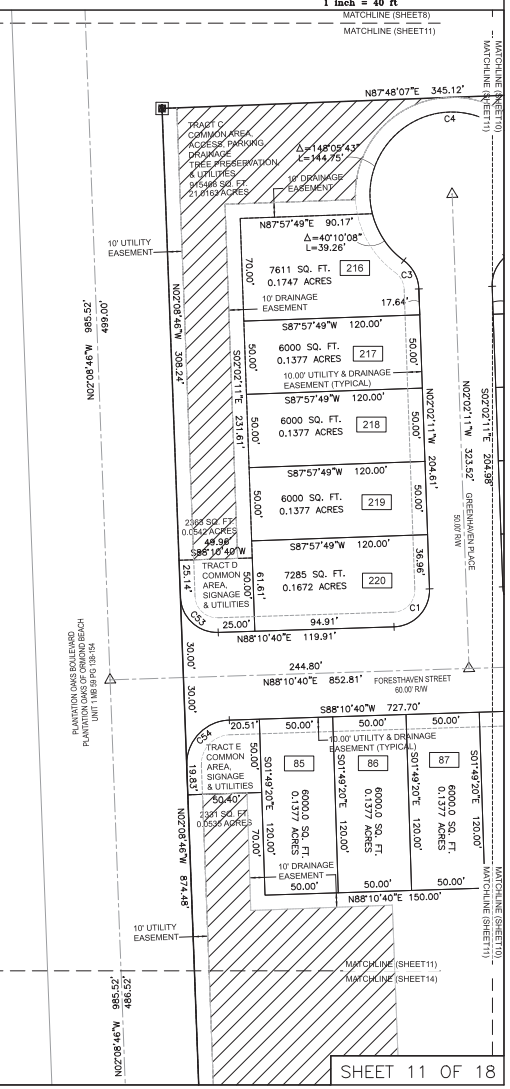
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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"
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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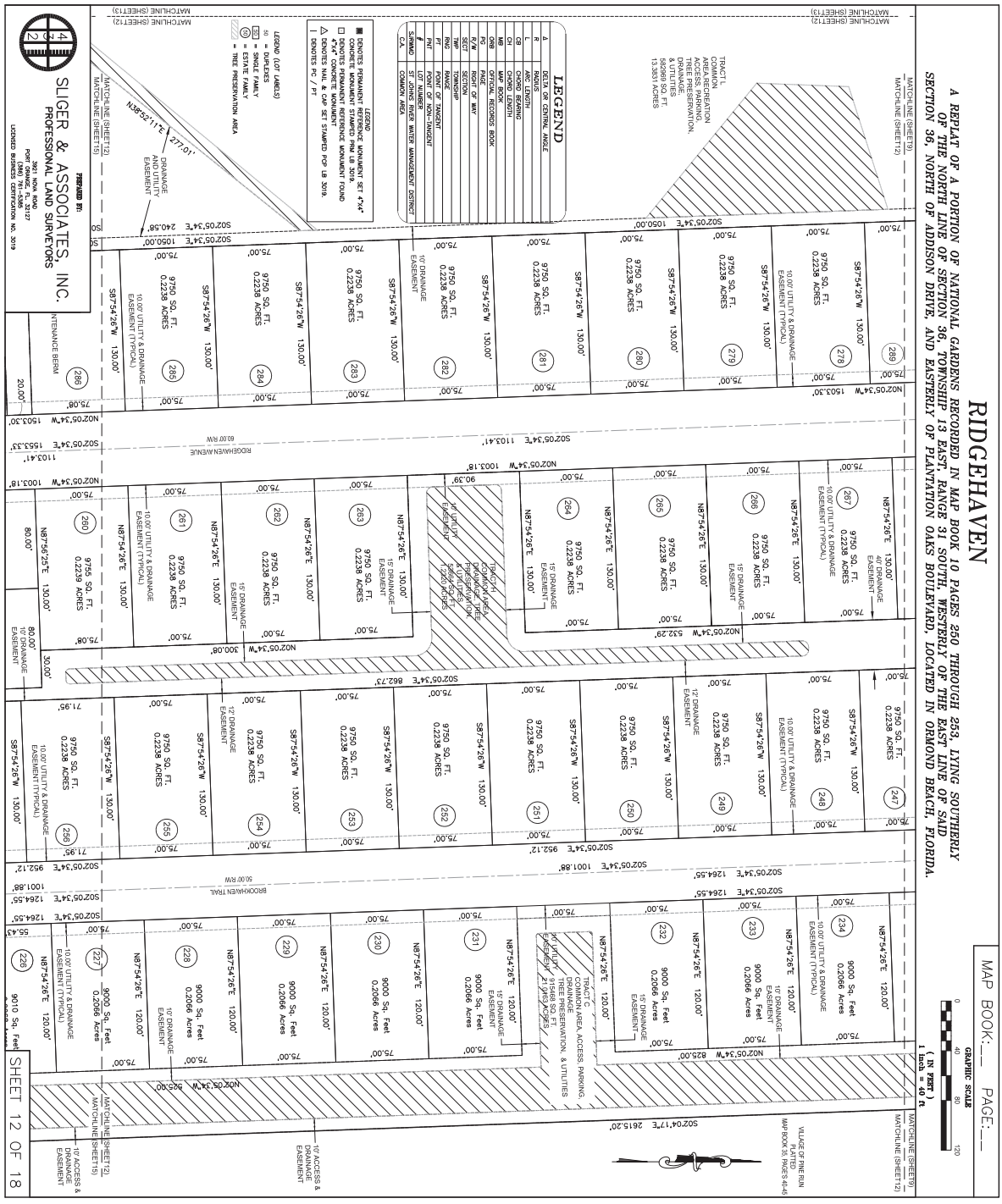
SHEET 11 OF 18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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
LEGEND
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SHEET 12 OF 18

RIDGEHAVEN

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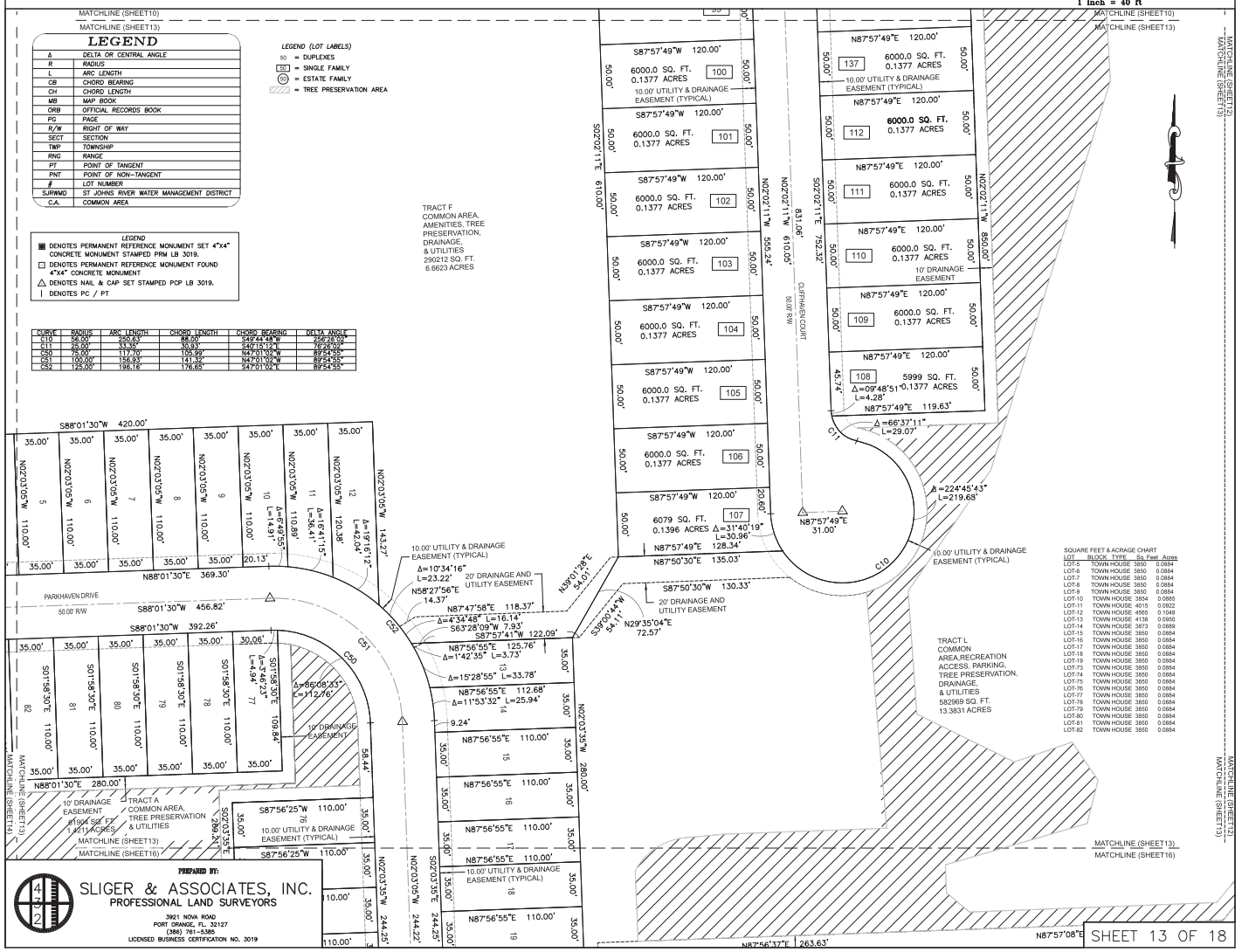
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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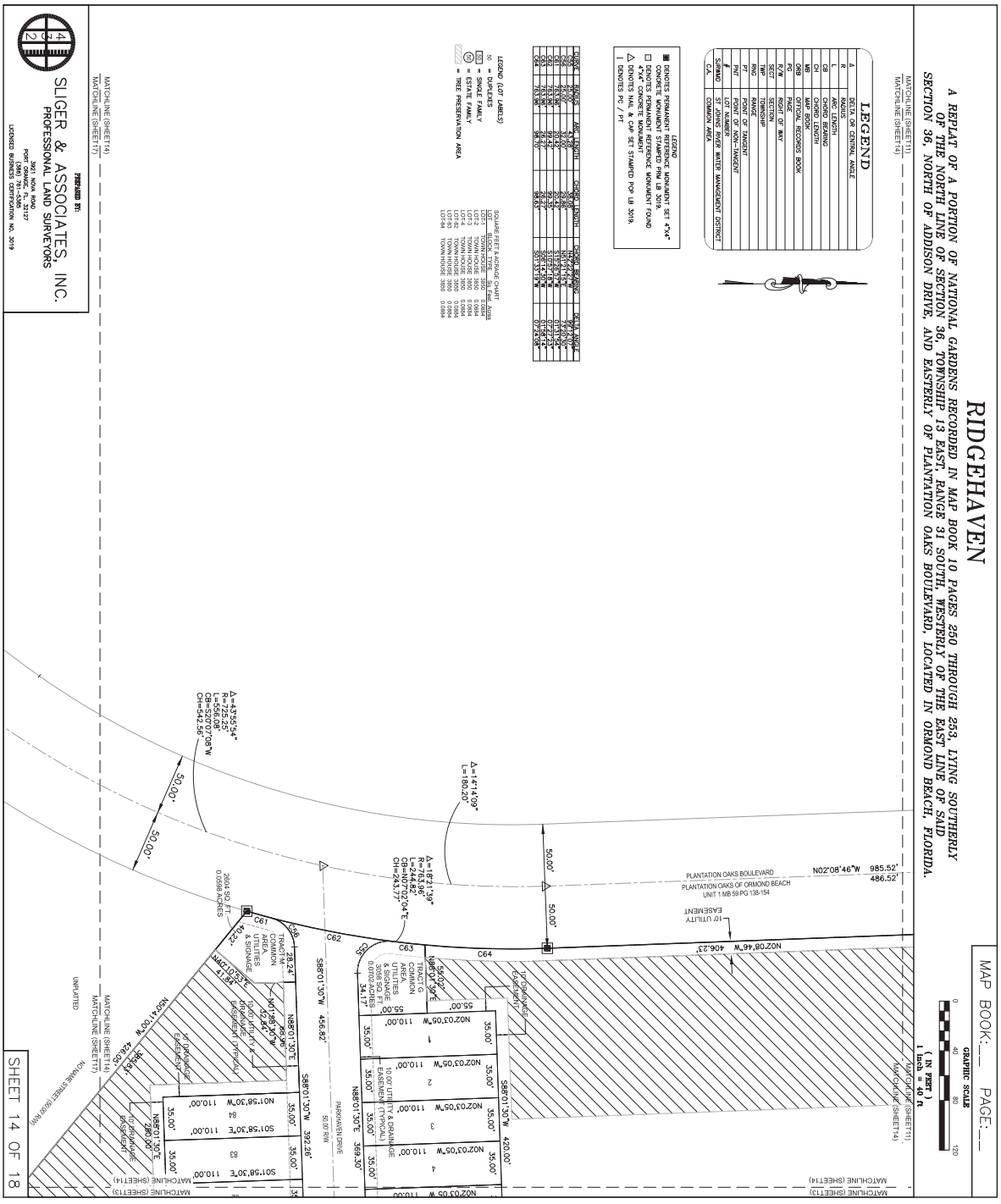
SHEET 13 OF 18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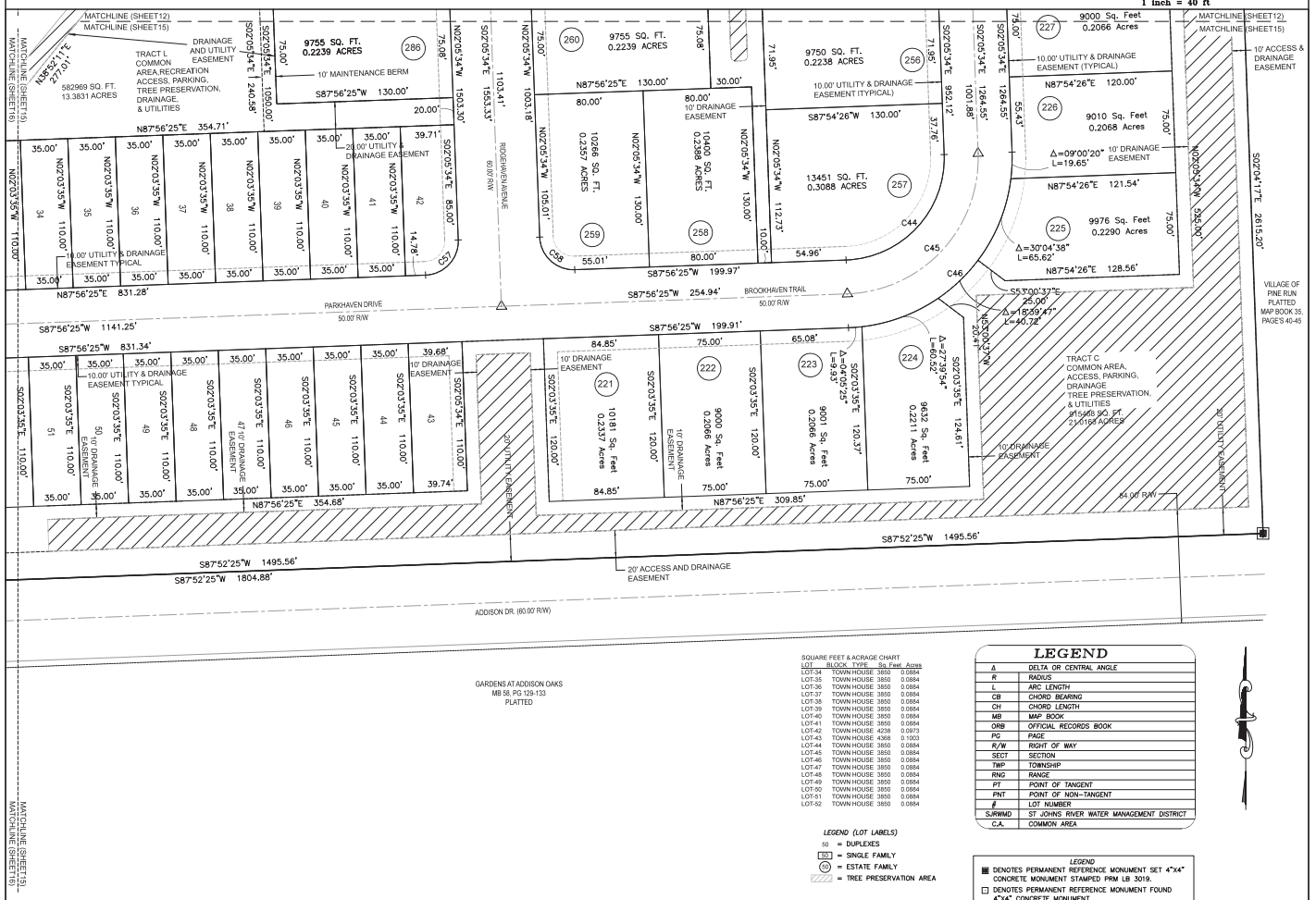
MAP BOOK:__ PAGE:__
LEGEND
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK
PG PAGE
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF NON-TANGENT
LOT NUMBER
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT CONTROL POINT FOUND 4"x4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
LEGEND (LOT LABELS)
DUPLEXES
SINGLE FAMILY
ESTATE FAMILY
TREE PRESERVATION AREA
SQUARE FEET & ACREAGE CHART
LOT BLOCK TYPE SQ. FEET ACRES
LOT 1 TOWN HOUSE 3800 0.0884
LOT 2 TOWN HOUSE 3800 0.0884
LOT 3 TOWN HOUSE 3800 0.0884
LOT 4 TOWN HOUSE 3800 0.0884
LOT 83 TOWN HOUSE 3800 0.0884
LOT 84 TOWN HOUSE 3800 0.0884
PLANTATION OAKS BOULEVARD
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 135-154
N02°08'46"W 985.52'
486.52'
10' UTILITY EASEMENT
N02°08'46"W 406.23'
Δ=14°14'09"
L=180.20'
Δ=18°21'39"
R=283.96'
L=454.42'
CB=N07°02'04"E
CH=243.77'
Δ=43°55'56"
R=725.25'
L=556.08'
CB=S20°07'08"W
CH=542.56'
50.00'
50.00'
50.00'
2604 SQ. FT. 0.0598 ACRES
TRACT G COMMON AREA UTILITIES & DRAINAGE 9,936 SQ. FT. 0.0702 ACRES
10' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
PARKVIEW DRIVE
50.00' R/W
S88°01'30"W 456.82'
S88°01'30"W 392.26'
N88°01'30"E 369.30'
S88°01'30"W 420.00'
N88°01'30"E 280.00'
S01°58'30"E 110.00'
N01°58'30"W 110.00'
NO2°03'05"W 110.00'
35.00'
55.00'
34.17'
28.24'
32.84'
426.00'
C61
C62
C63
C64
C65
C66
MATCHLINE (SHEET11)
MATCHLINE (SHEET14)
MATCHLINE (SHEET13)
MATCHLINE (SHEET17)
UNPLATTED
NO NAME STREET (50.00' R/W)
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3901 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 756-0596
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 14 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



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	4238	0.0973
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

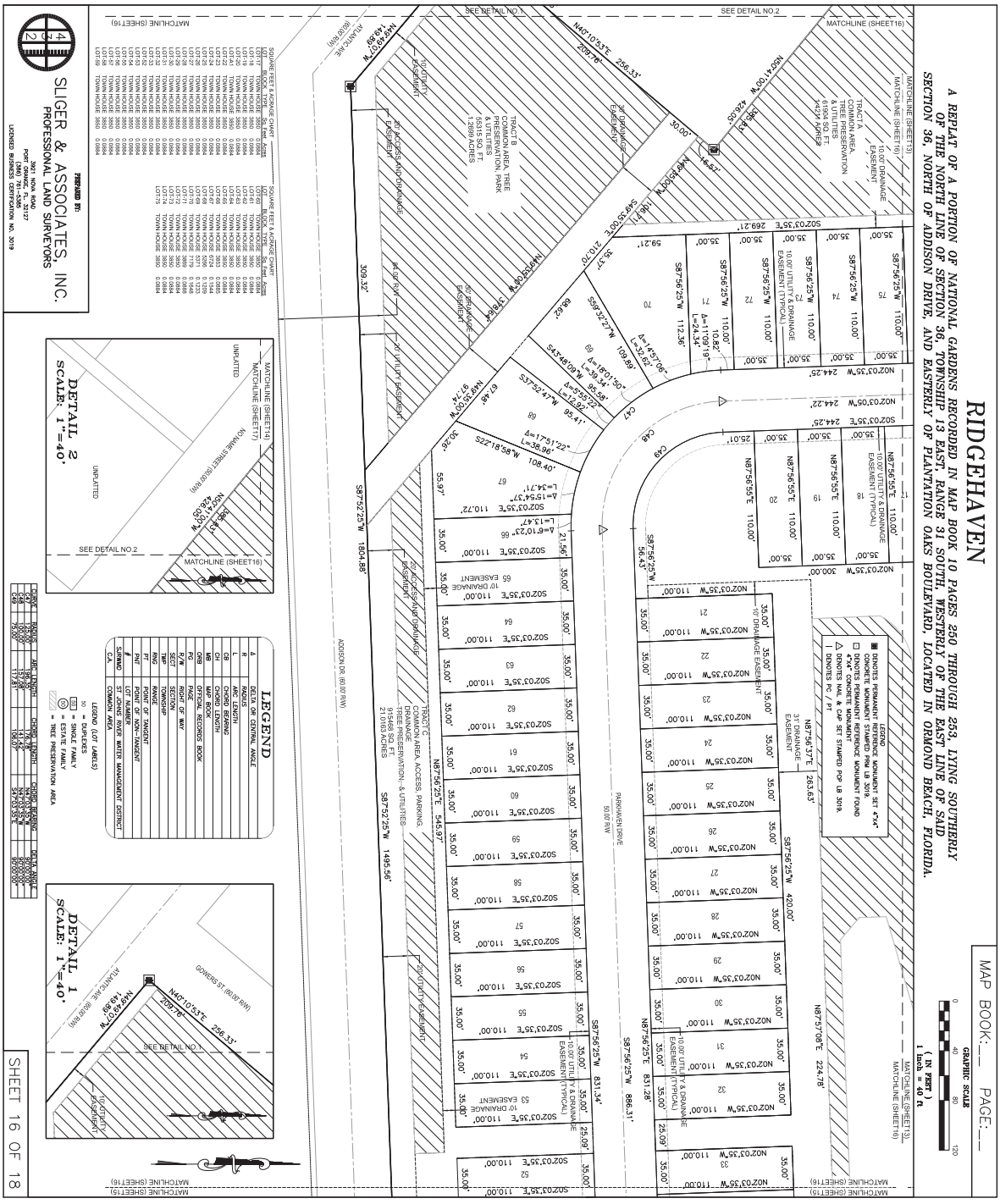
LEGEND

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°55'26"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°53'25"E	89°59'51"
C66	25.00'	39.28'	35.34'	S47°06'35"E	89°57'59"

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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:___
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LEGEND
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
DETAIL 1
SCALE: 1"=40'
DETAIL 2
SCALE: 1"=40'
SHEET 16 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
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PG	PAGE
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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
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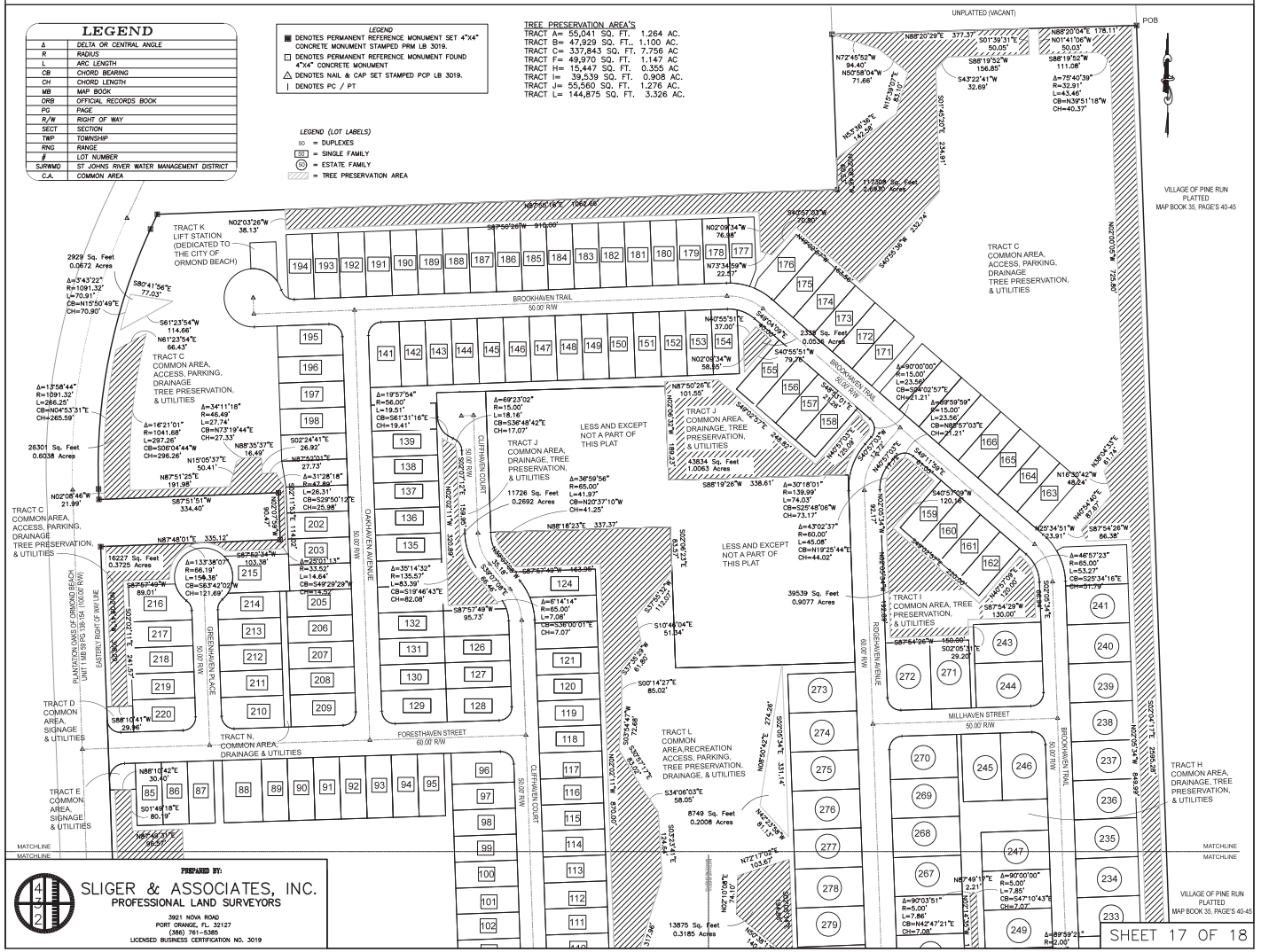
| DENOTES PC / PT

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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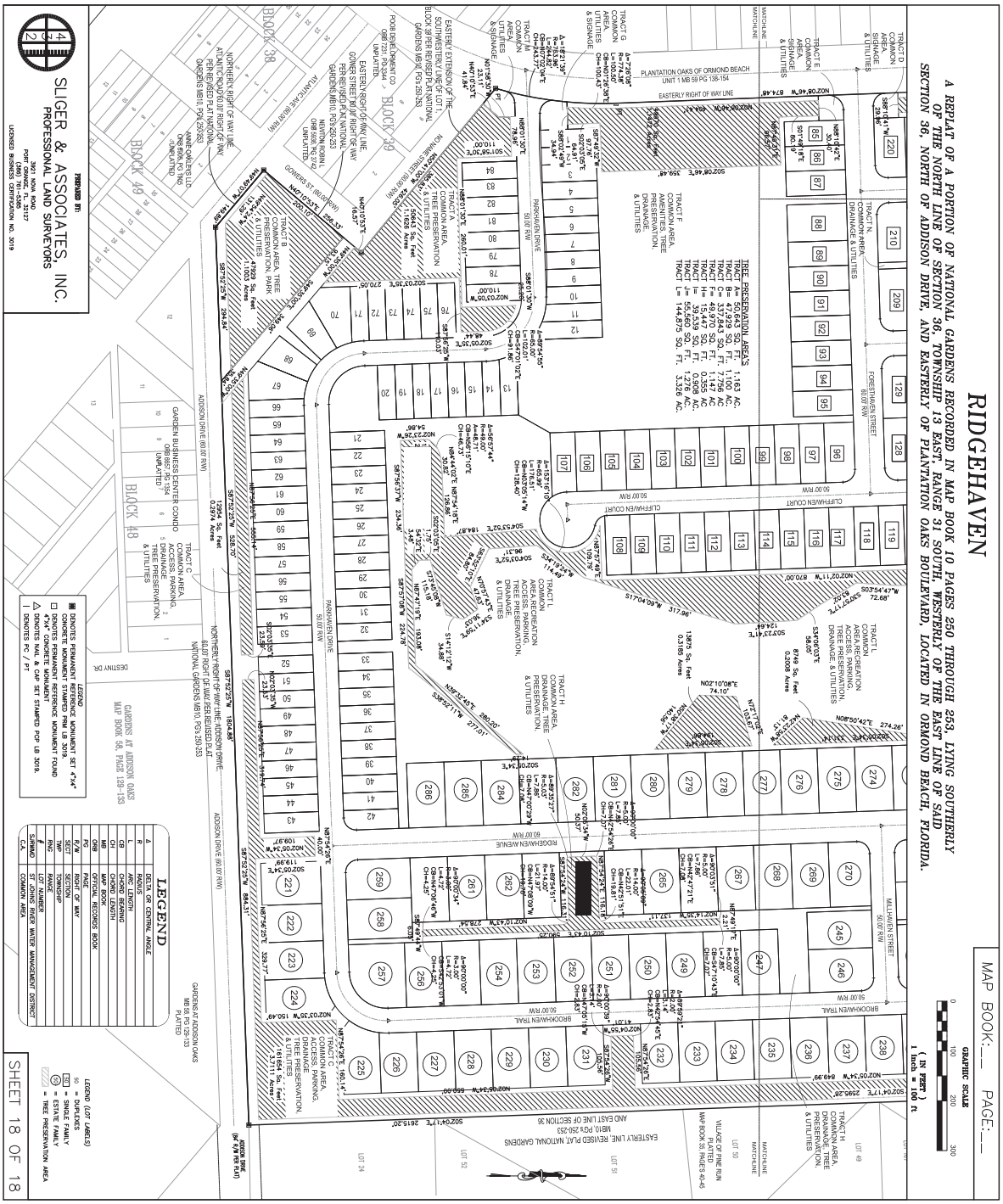
SHEET 17 OF 18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CHORD BEARING
CHORD LENGTH
OFFICIAL RECORDS BOOK
PAGE
RIGHT OF WAY
SQUARE FEET
TOWNSHIP
RANGE
LOT NUMBER
STORMWATER MANAGEMENT DISTRICT
COMMON AREA
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SHEET 18 OF 18

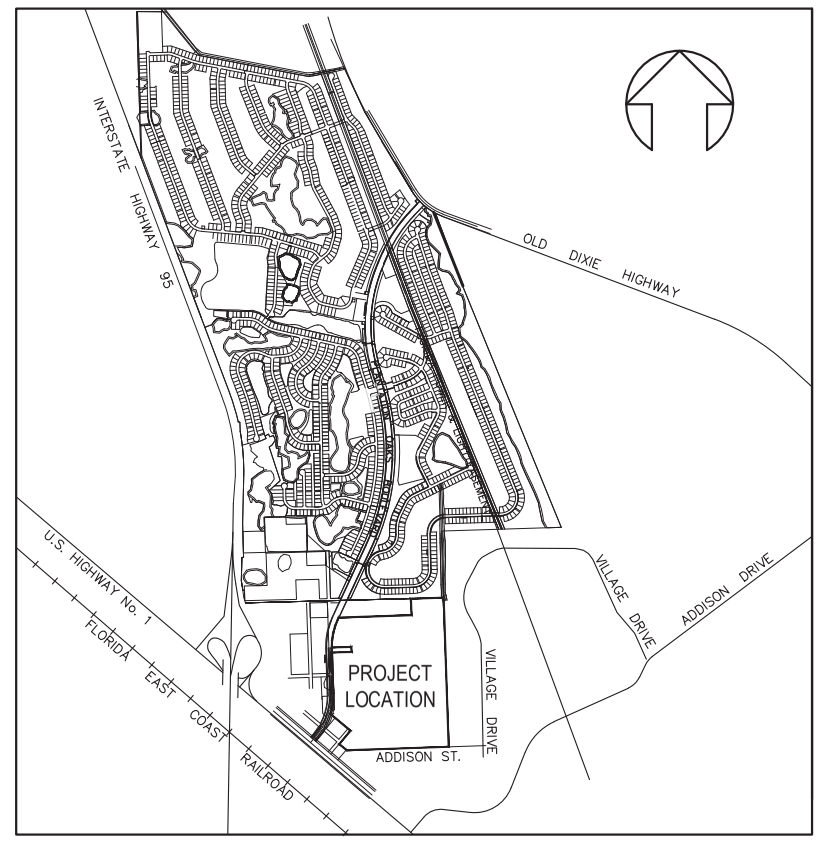
RidgeHaven
PRELIMINARY PLAT & CONSTRUCTION PLANS
ORMOND BEACH, FLORIDA

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
8	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

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

PROJECT ATTORNEY
GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
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

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'

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
[illegible]

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
LS.0-LS.7	AMENITY & ENTRANCE LANDSCAPE PLAN
LS.8-LS.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

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 NO. 00003910

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
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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CERTIFICATE OF AUTHORIZATON NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA
COVER SHEET

SHEET NO. 1
Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

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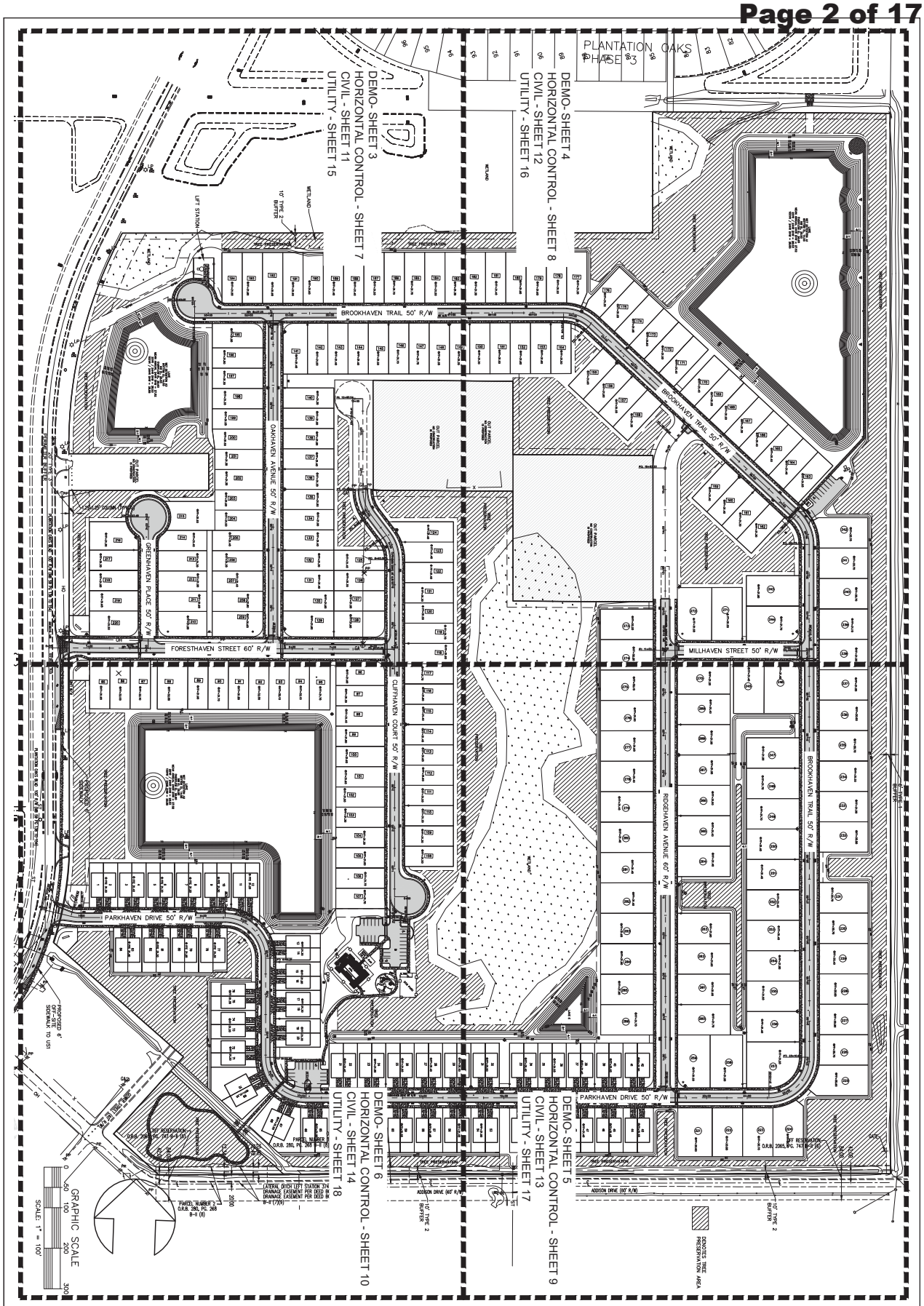

RidgeHaven
ORMOND BEACH * FLORIDA

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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1	07-21-22	REVISED	MRB

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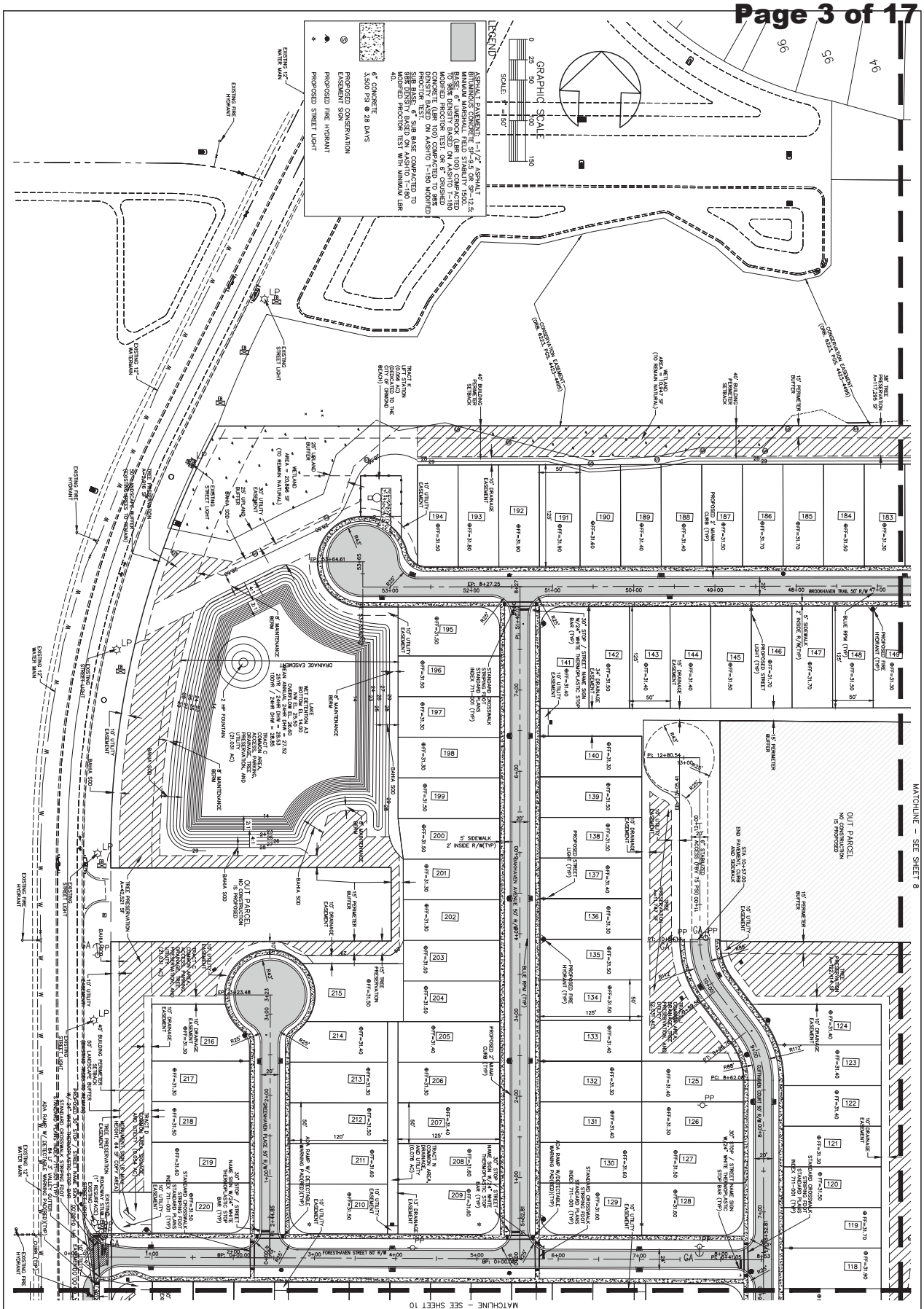

RidgeHaven
ORMOND BEACH * FLORIDA
HORIZONTAL CONTROL PLAN

SHEET NO. 7
Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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1	07-21-22	REVISED	MRB

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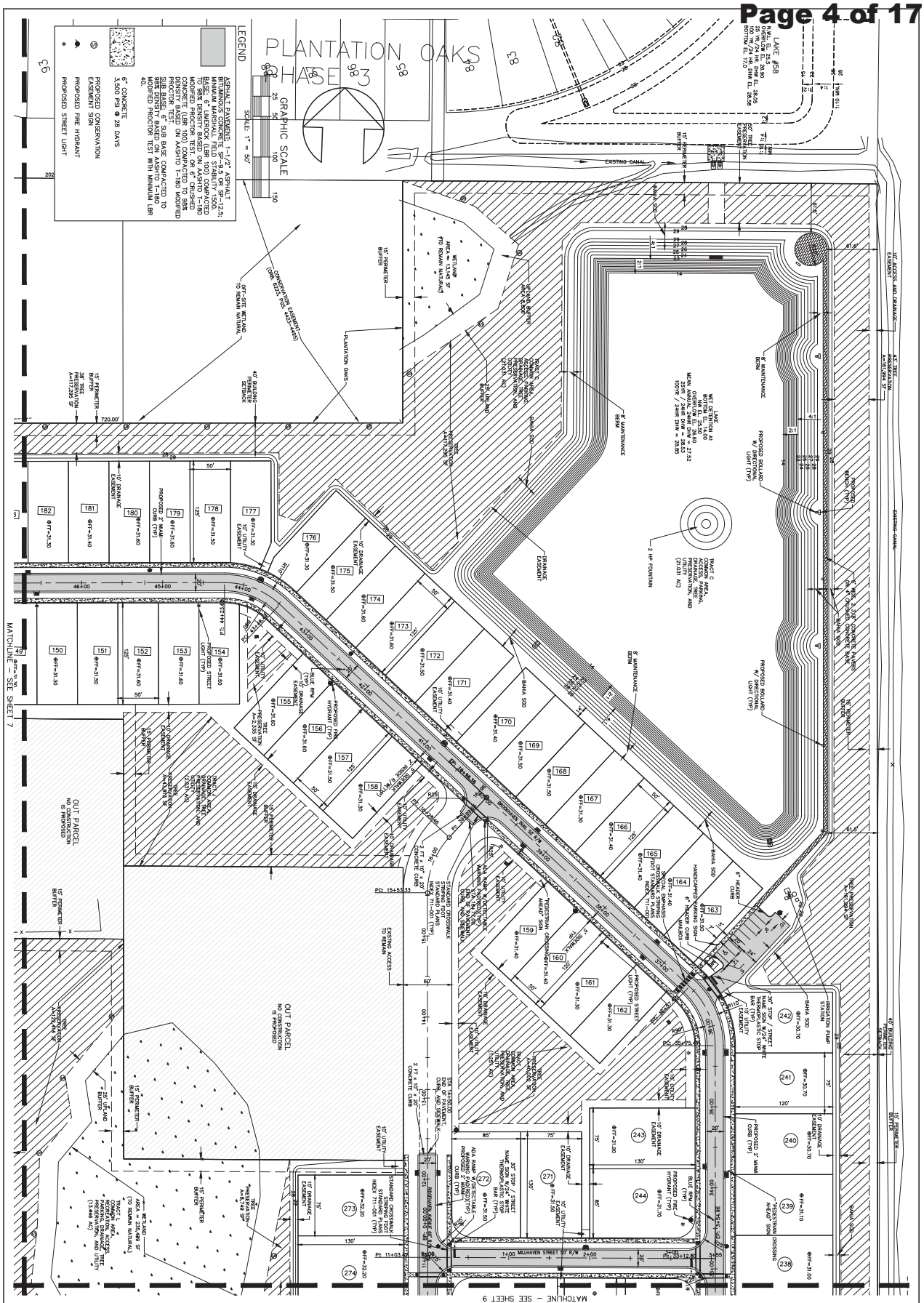

RidgeHaven
ORMOND BEACH • FLORIDA

HORIZONTAL CONTROL PLAN

SHEET NO. 8

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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1	07-21-22	REVISED	MRB

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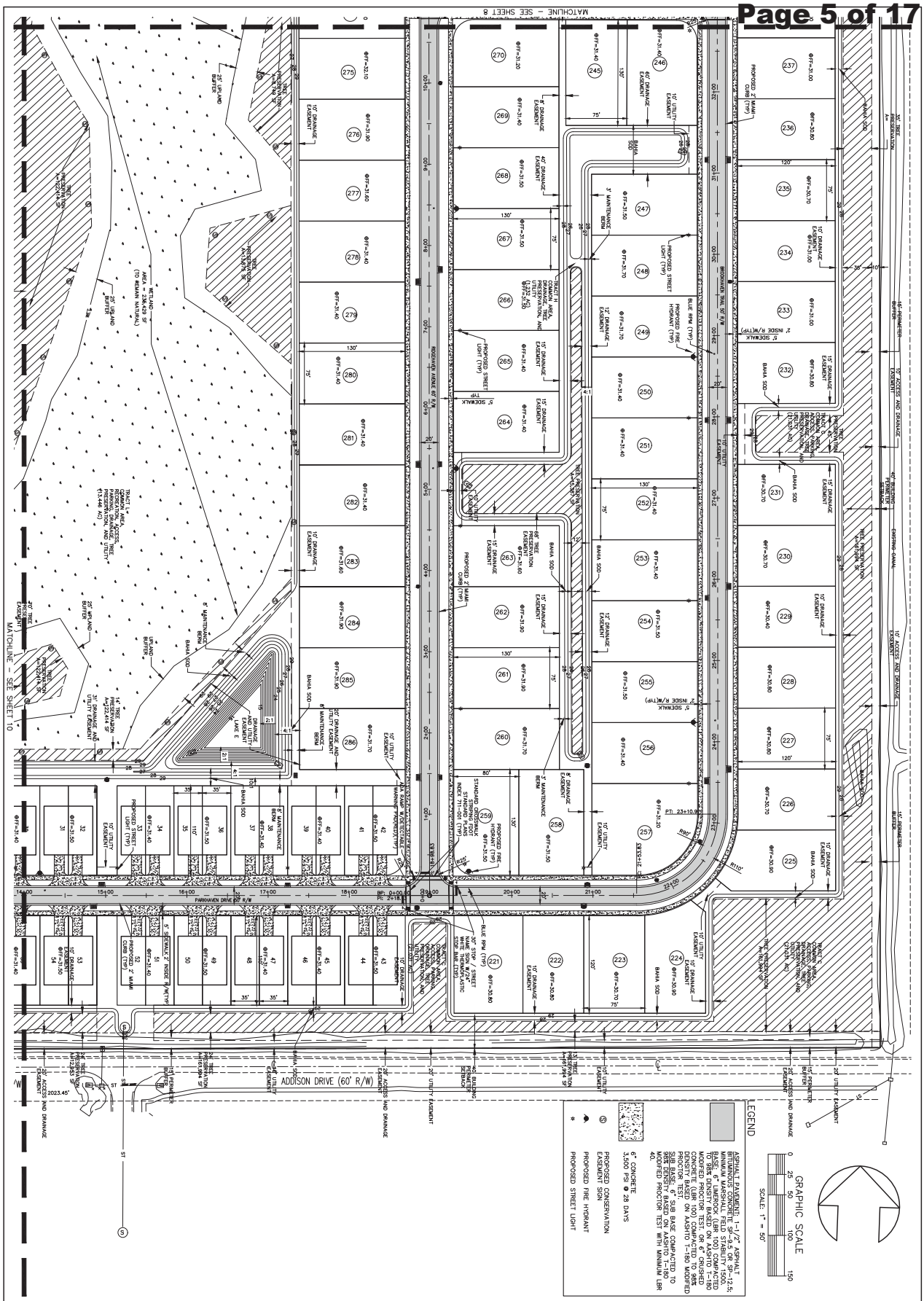

RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 9

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1	07-21-22	REVISED	MRB

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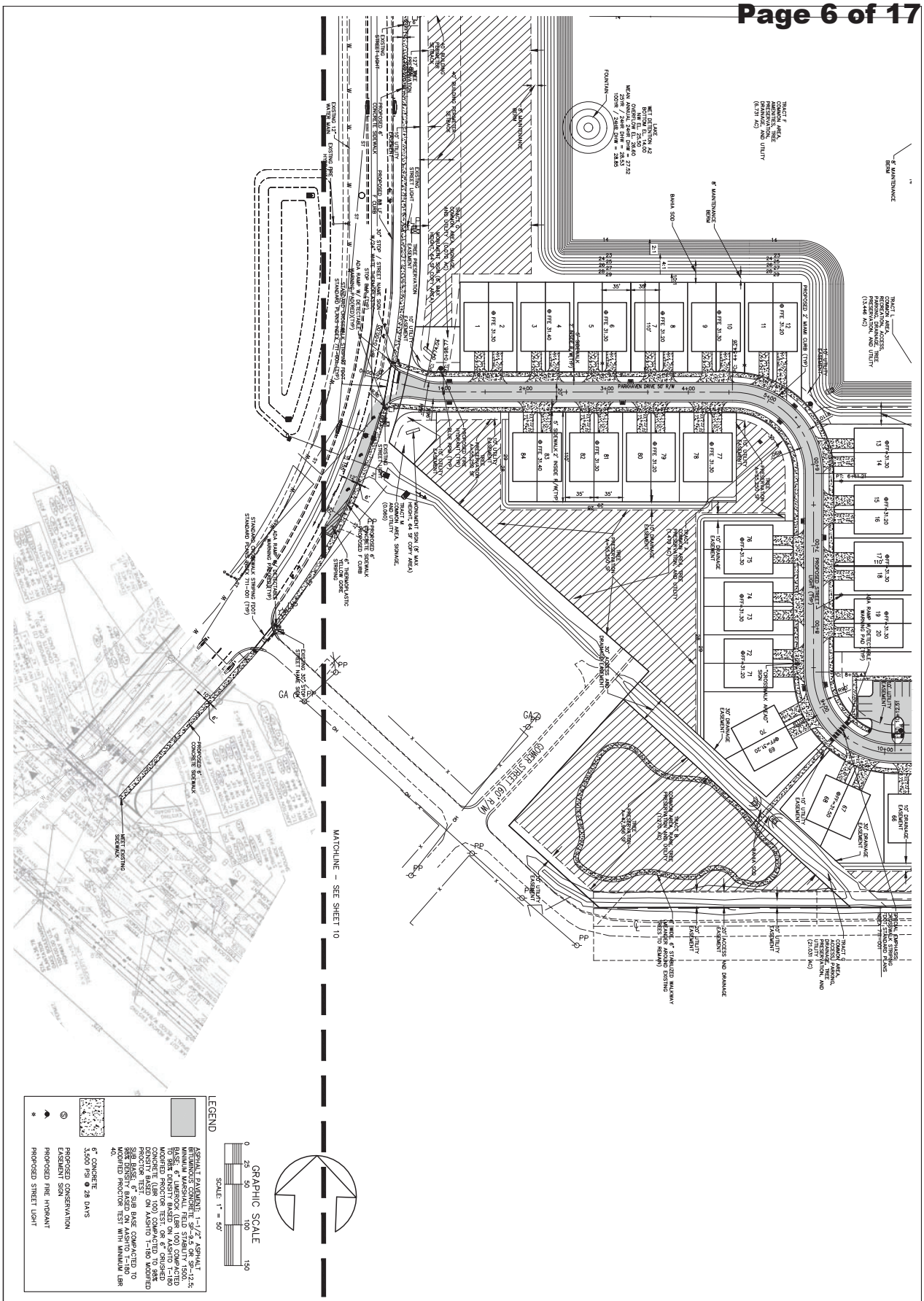

RidgeHaven
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HORIZONTAL CONTROL PLAN

10A
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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1	07-21-22	REVISED	MRB

REVISIONS

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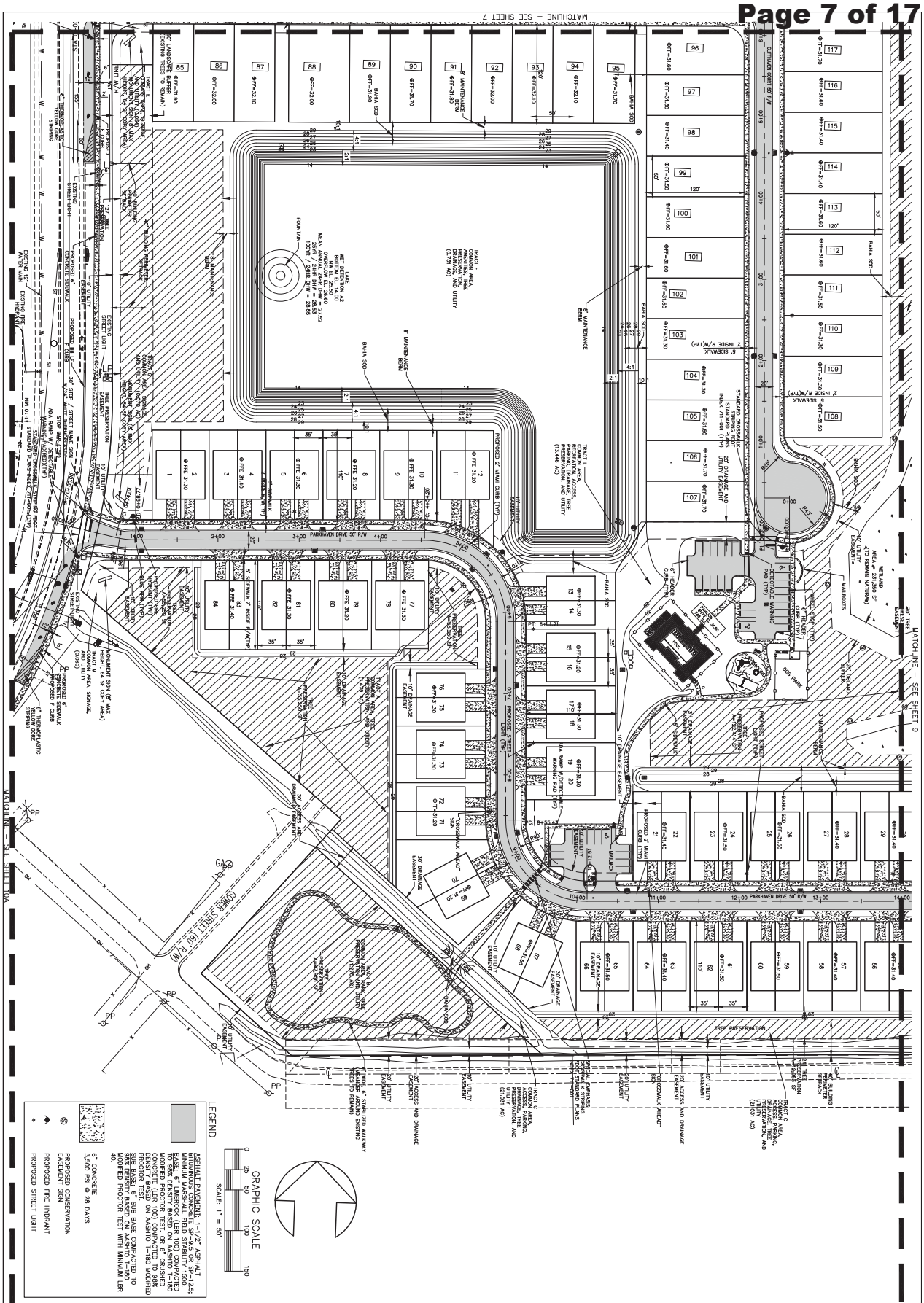

RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

SHEET NO. 10

Date: 2/20/2022
Scale: 1" = 50'
Drawn By: MRB
Job No: 21-70

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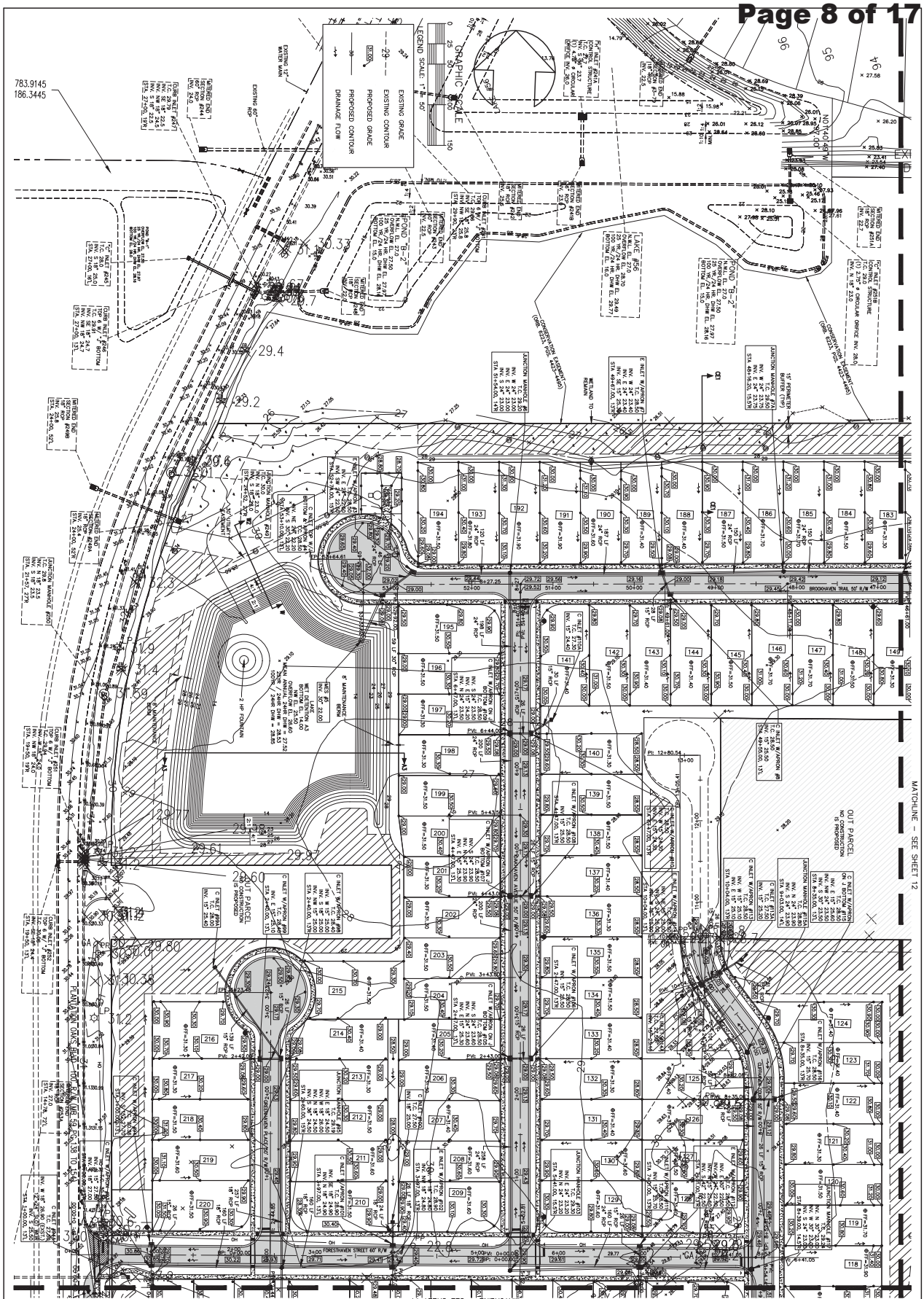

RidgeHaven
ORMOND BEACH • FLORIDA

CIVIL PLAN

Job No: 21-70	Scale: 1" = 50'	Date: 2/20/2022	Drawn By: MRB	SHEET NO. 11

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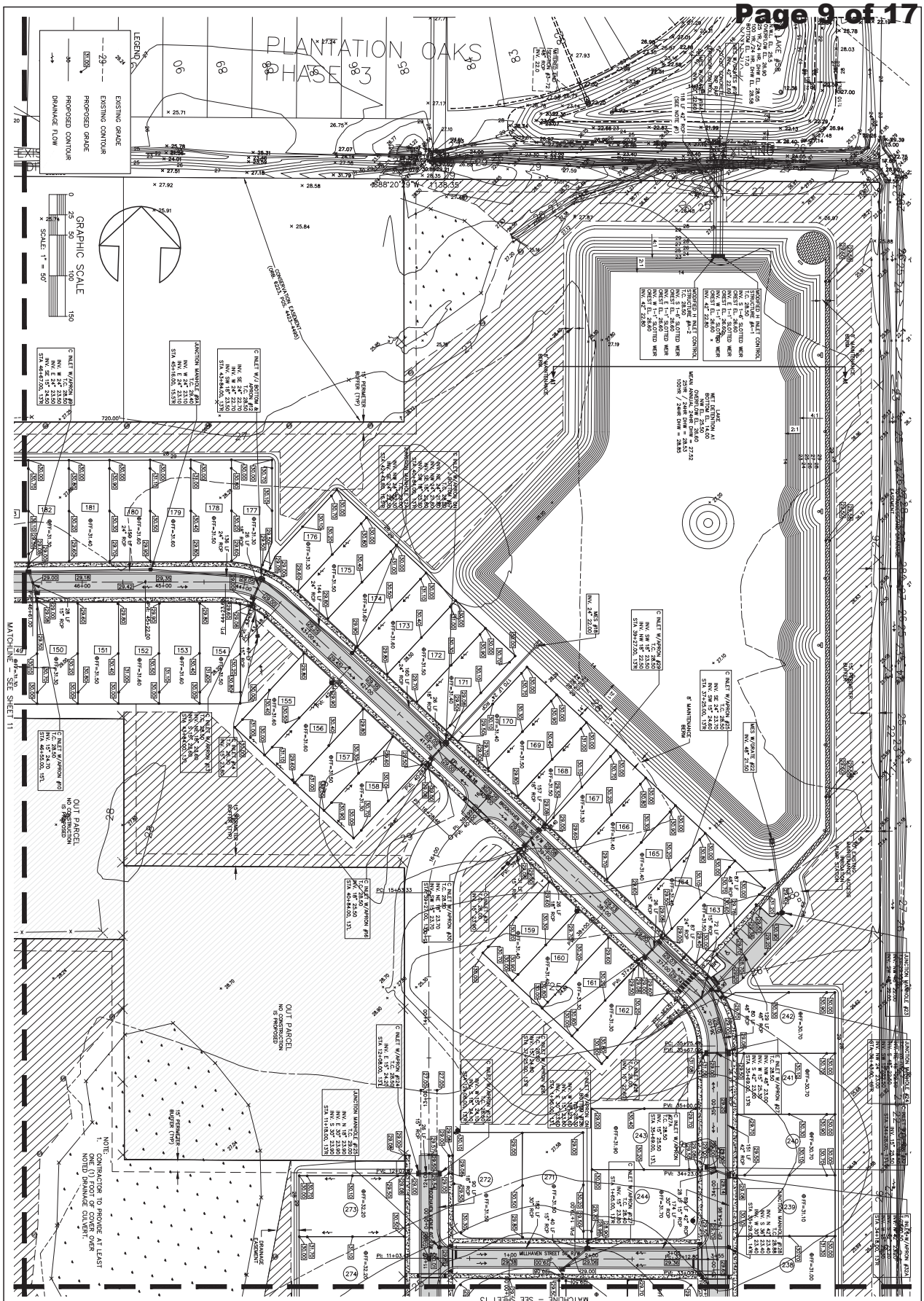

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 12

PARKER MYNCHENBERG & ASSOCIATES, INC.
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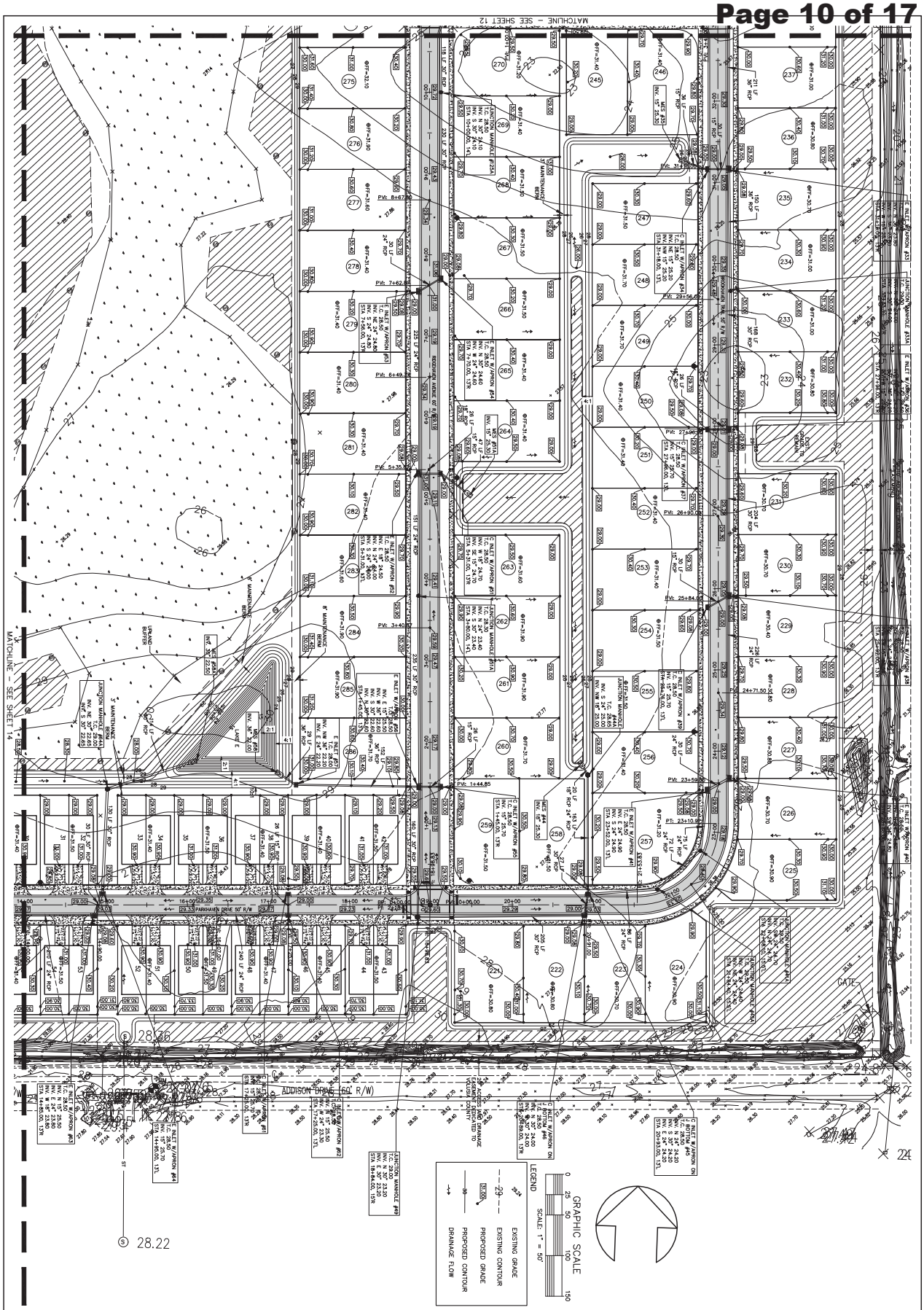

RidgeHaven
ORMOND BEACH • FLORIDA

CIVIL PLAN

SHEET NO. 13

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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1	07-21-22	REVISED	MRB

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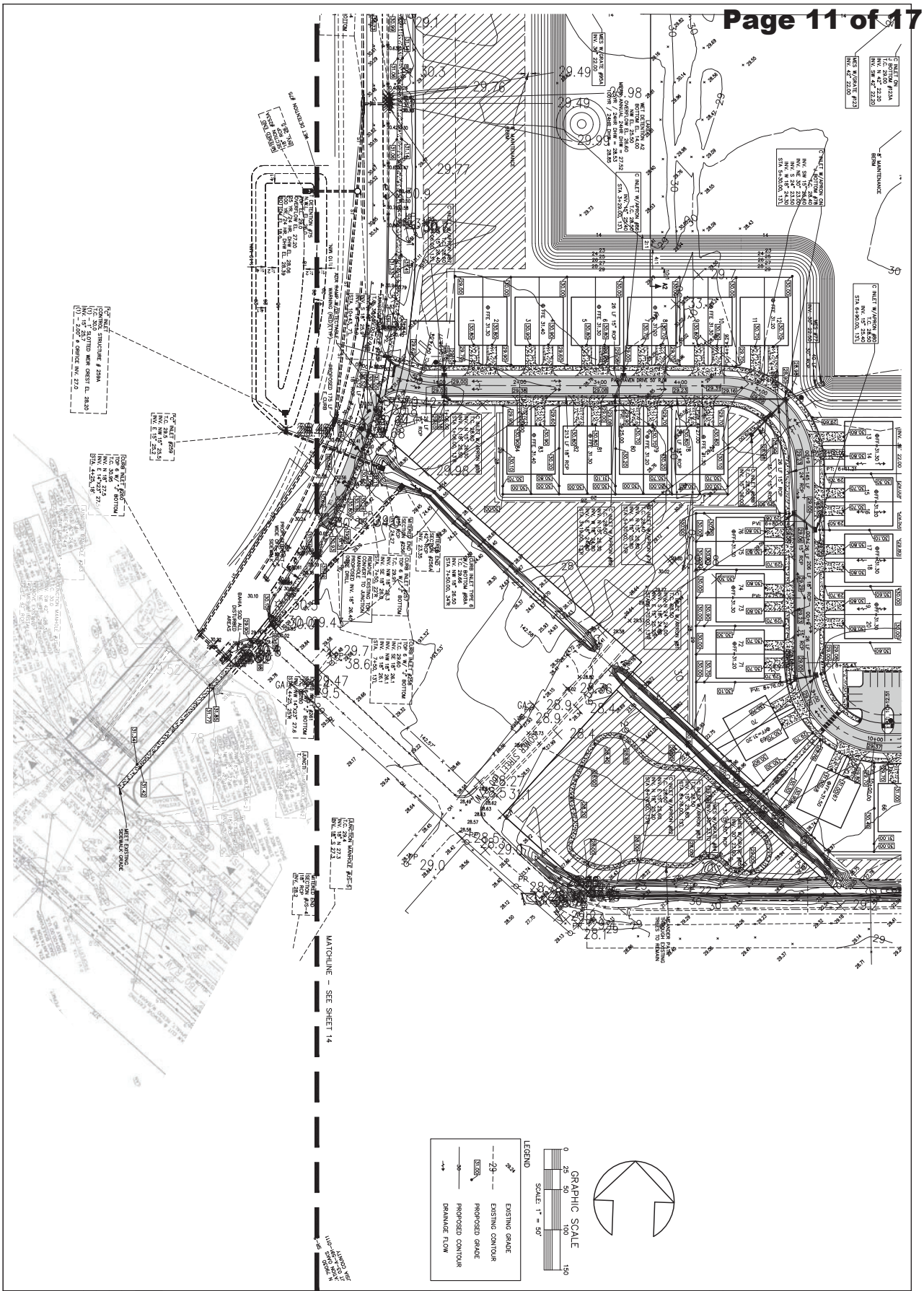

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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1	07-21-22	REVISED	MRB

REVISIONS

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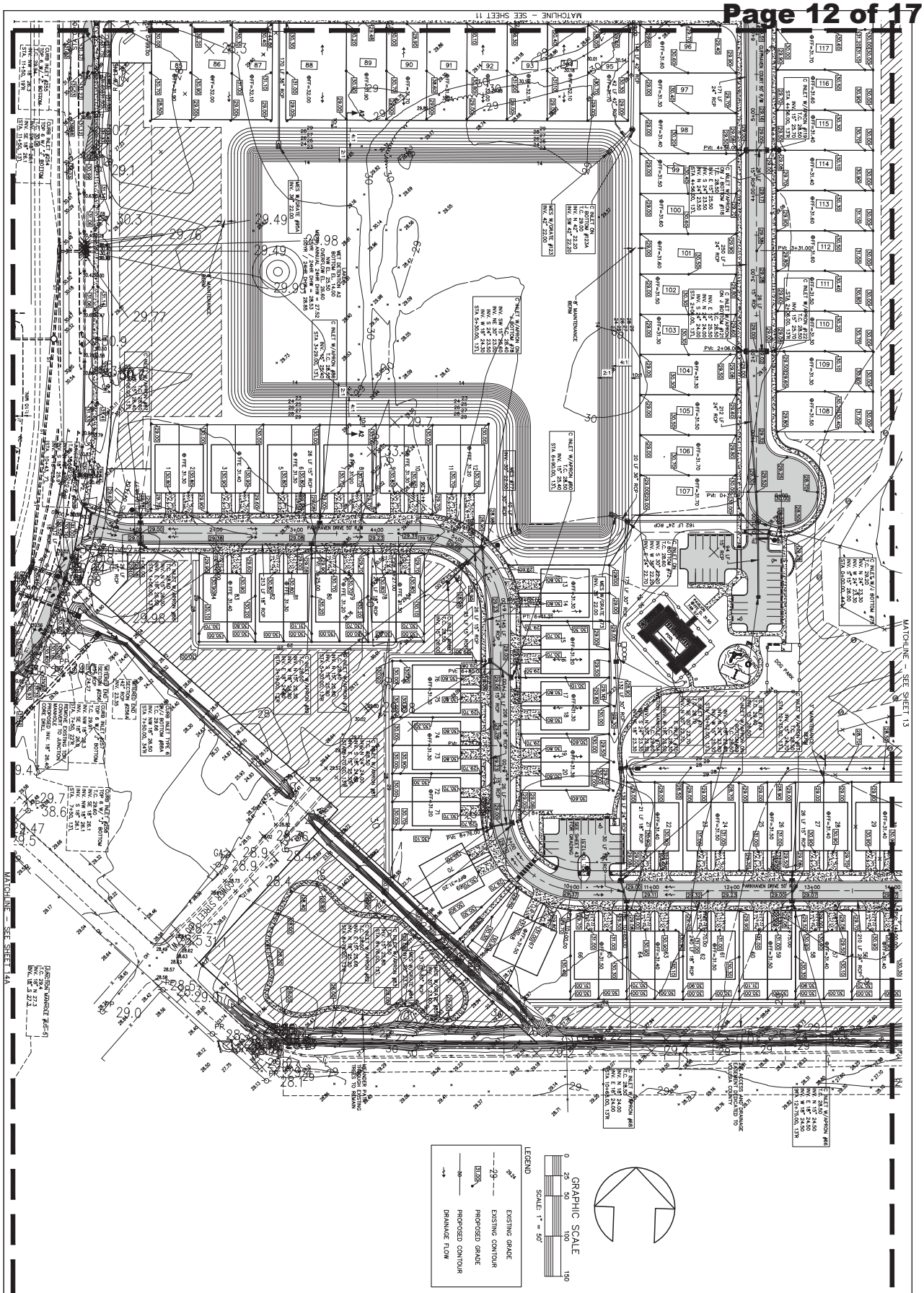

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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REVISIONS

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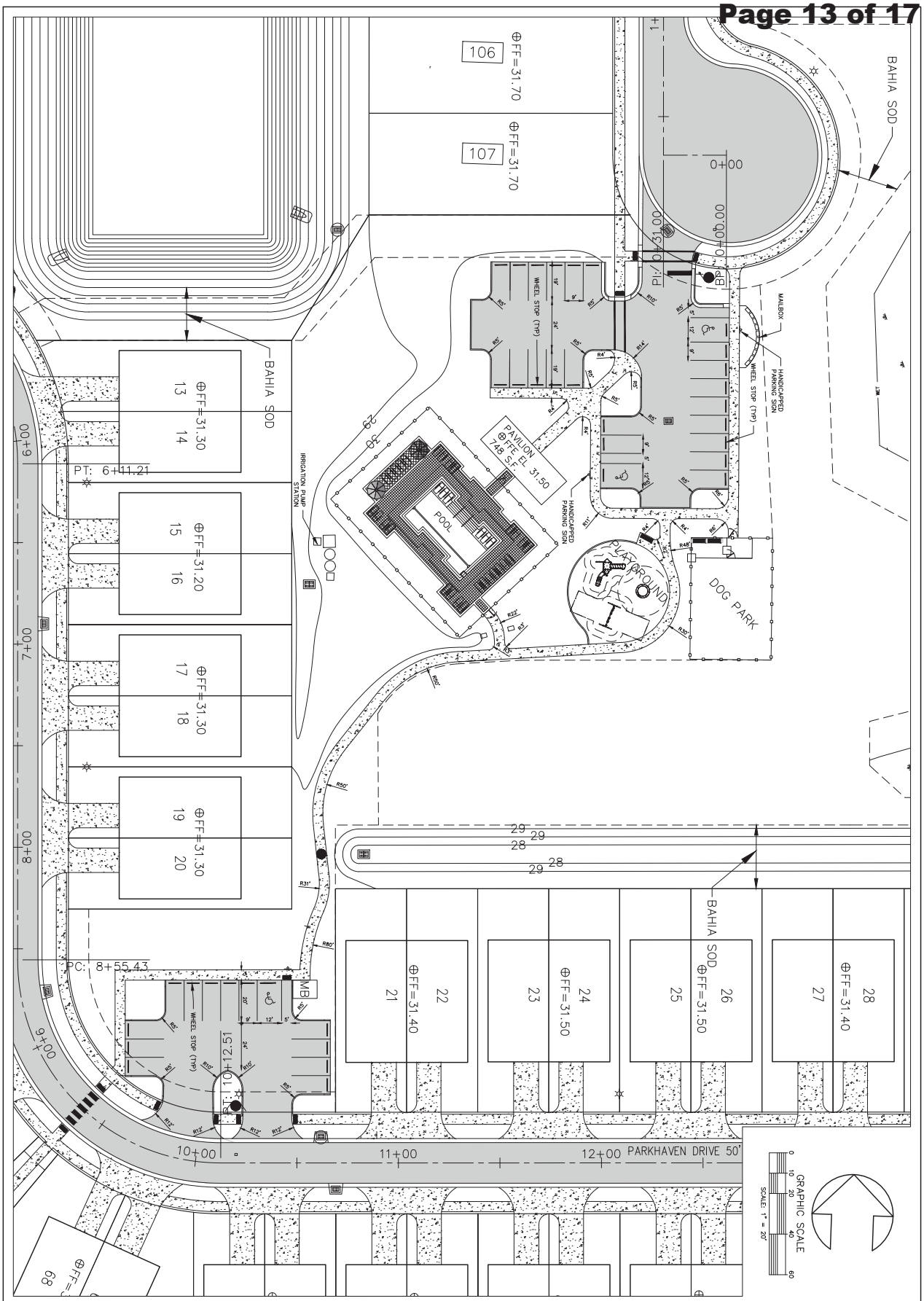

RidgeHaven
ORMOND BEACH * FLORIDA
AMENITY – SITE PLAN

Job No: 21-70
Scale: 1" = 20'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 42

PARKER MYNCHENBERG & ASSOCIATES, INC.
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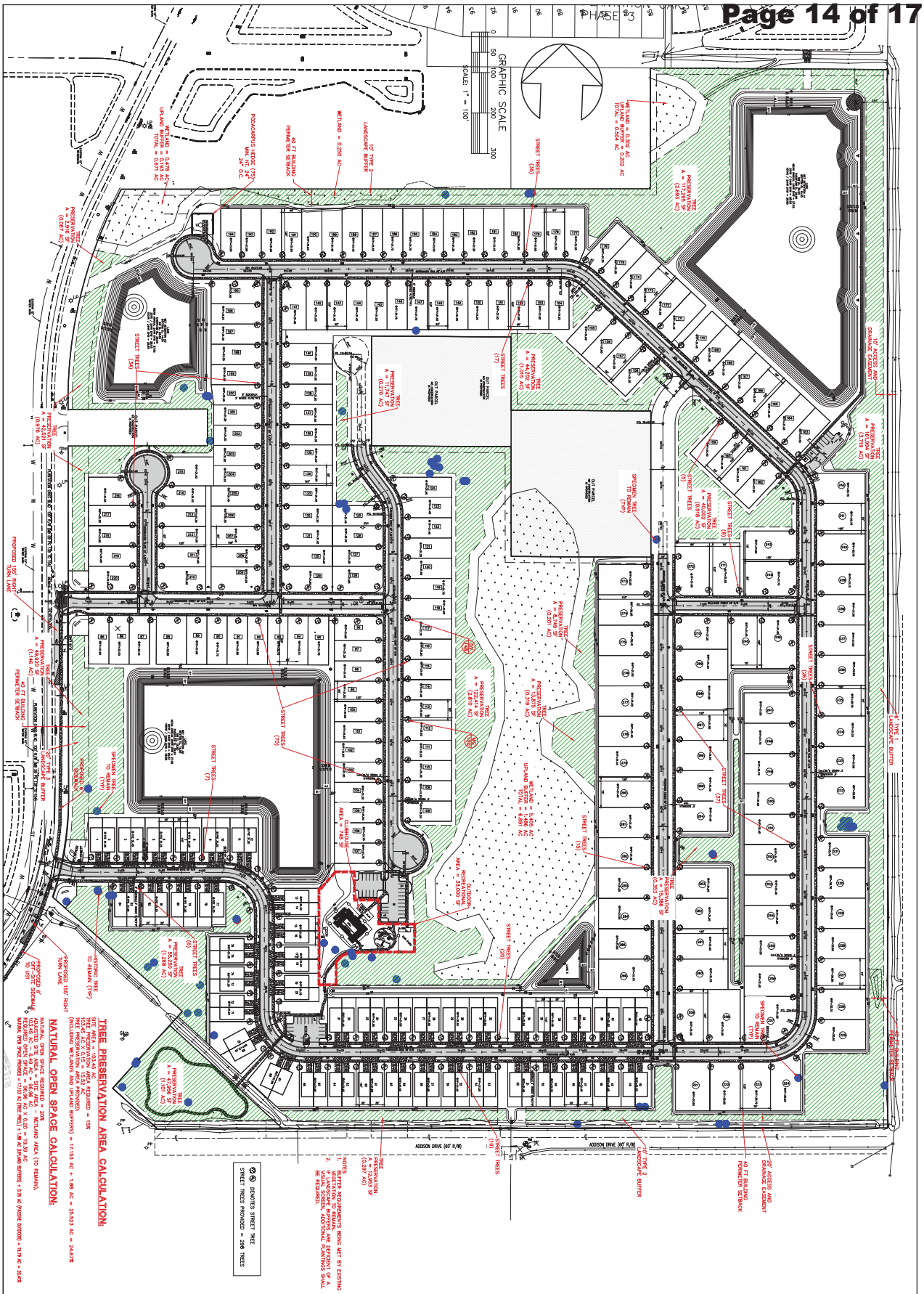

RidgeHaven
ORMOND BEACH • FLORIDA

TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70

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REVISIONS

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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:

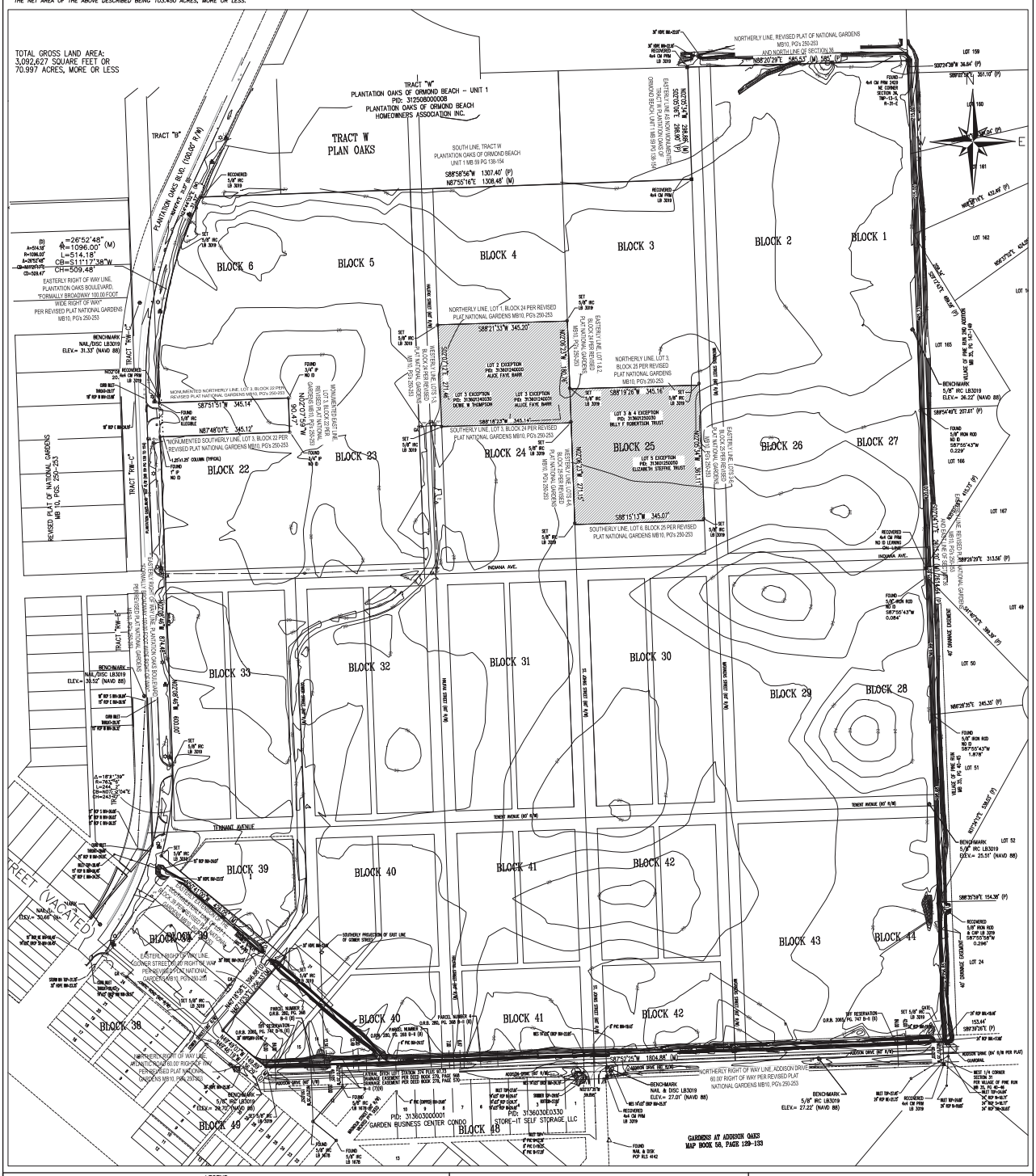
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'12"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 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°40'07"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 N85°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.

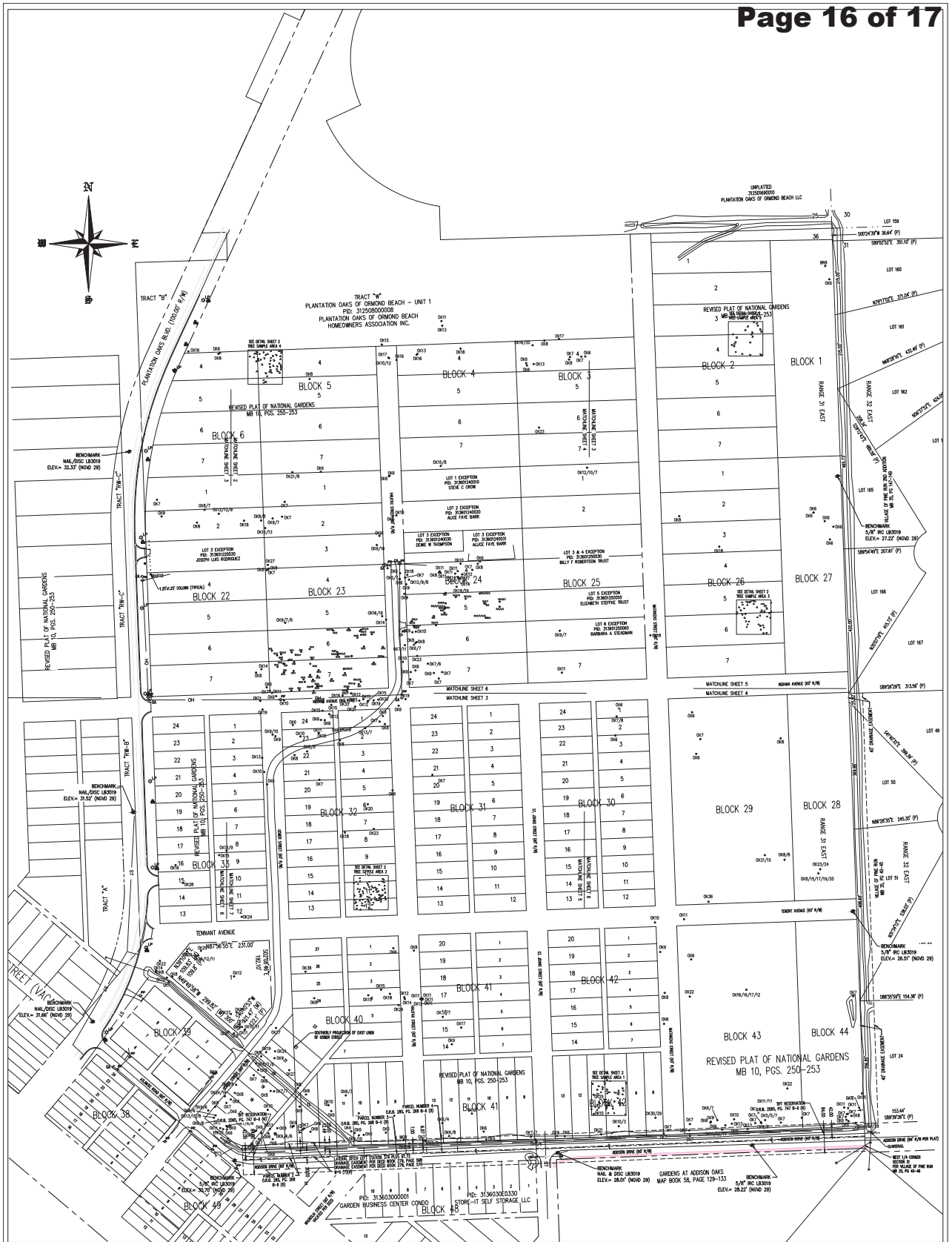
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 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.

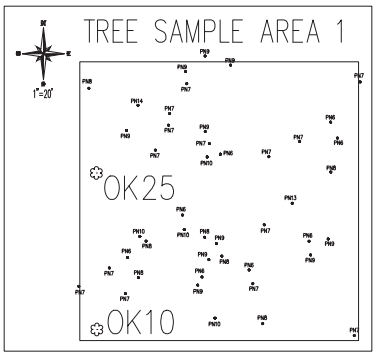
SURVEYORS NOTES

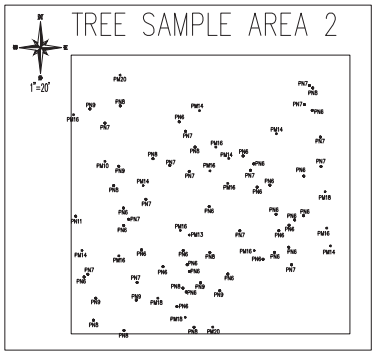
1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1074422; ISSUING OFFICE #2174401, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING 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.

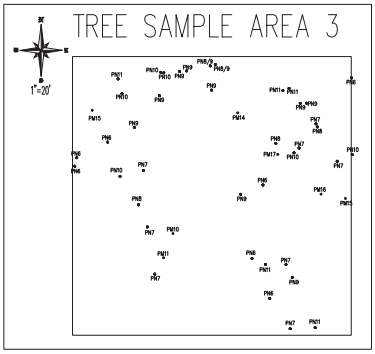

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT W
PLAN OAKS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3135080000D0
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 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
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) 585.7' (P)
S02°04'46"E 361.10' (P)
N02°05'34"W 298.88' (M)
S85°58'56"W 1307.40' (P)
N85°55'16"E 1308.48' (M)
S88°21'33"W 345.20'
S88°19'26"W 345.16'
S88°18'23"W 345.14'
S88°15'13"W 345.07'
N87°48'07"E 345.12'
S87°55'16"W 1804.88' (M)
N87°55'16"E 1308.48' (M)
S02°06'23"E 180.76'
N02°06'23"W 271.15'
S02°05'34"E 361.11'
N02°07'12"W 271.46'
N02°08'46"W 874.48'
N02°07'59"W 90.47'
S87°51'51"W 345.14'
S87°55'43"W 0.09'
S87°55'43"W 1.97'
S87°55'43"W 0.09'
S87°55'43"W 0.09'
S87°55'43"W 0.09

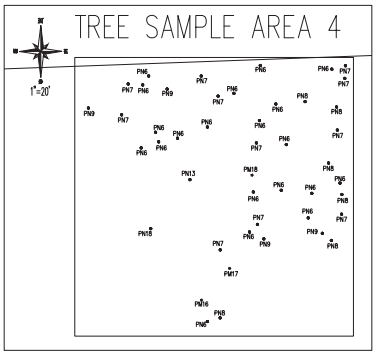

TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "B"
TRACT "RW-C"
TRACT "RW-B"
TRACT "A"
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 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
ADDISON DRIVE (80' R/W PER PLAT)
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
GARDEN BUSINESS CENTER CONDO
STORE-IT SELF STORAGE LLC
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)
MATCHLINE SHEET 2
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
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: 313601240032 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)
PARCEL NUMBER 3 O.R.B. 3915, PG. 3681 (I)
PARCEL NUMBER 4 O.R.B. 3915, PG. 3681 (I)
PARCEL NUMBER 5 O.R.B. 3915, PG. 3681 (I)
PARCEL NUMBER

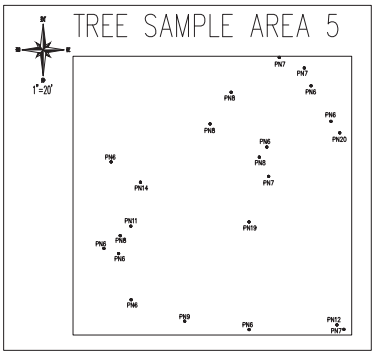
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











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'.
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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	WITNESS 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	GPP	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	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
UP	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 11:03:10 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:

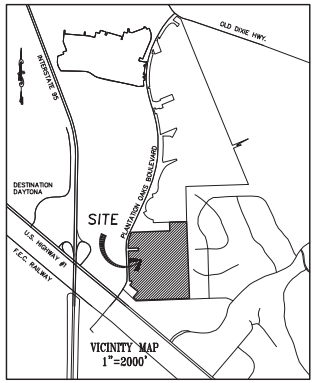
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

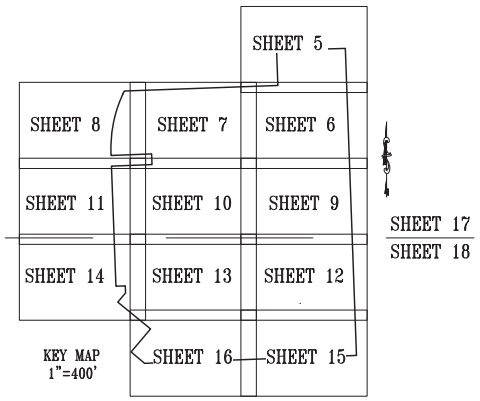
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 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:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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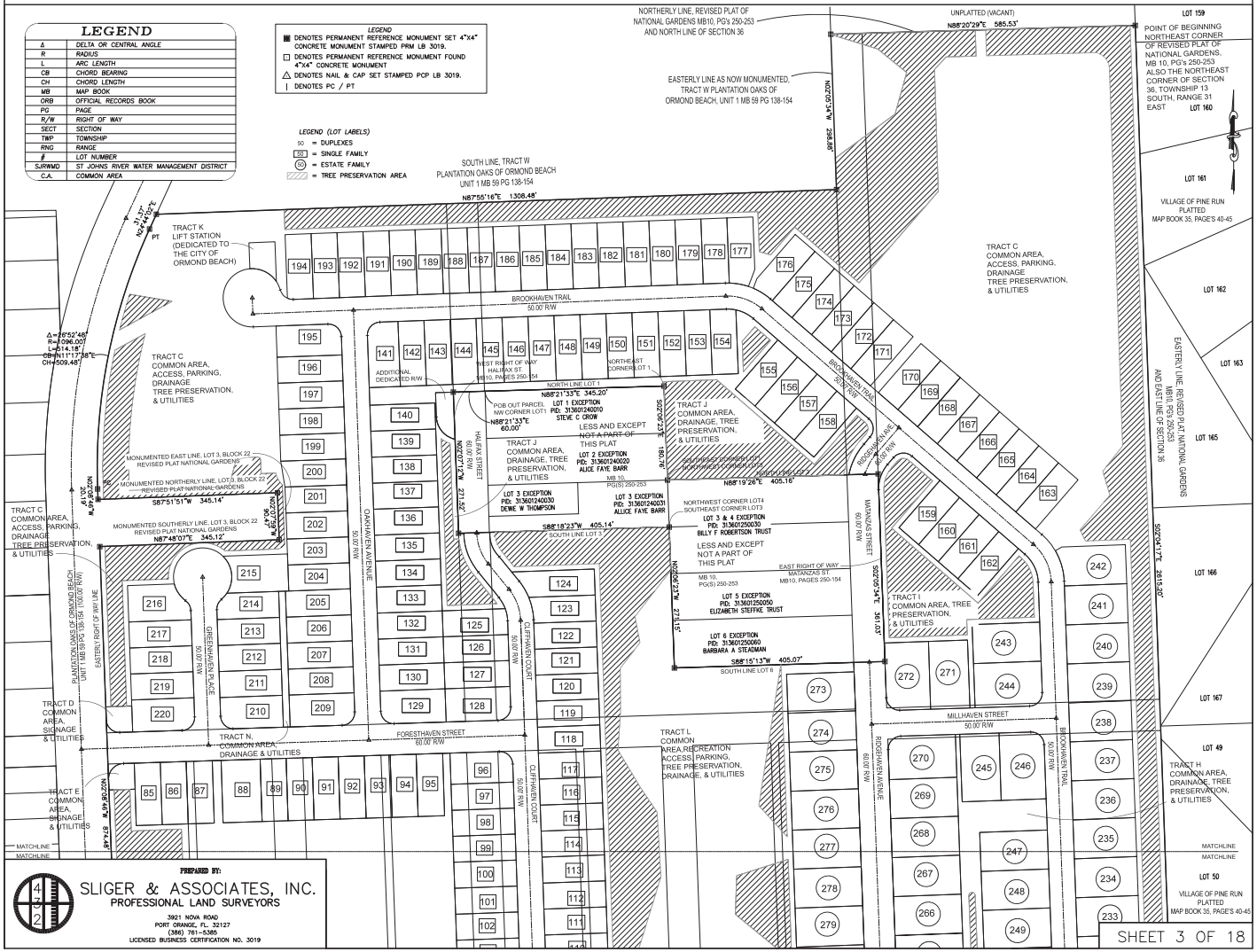
(386) 761–5365
LICENSED BUSINESS CERTIFICATION NO. 3019

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



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SHEET 3 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
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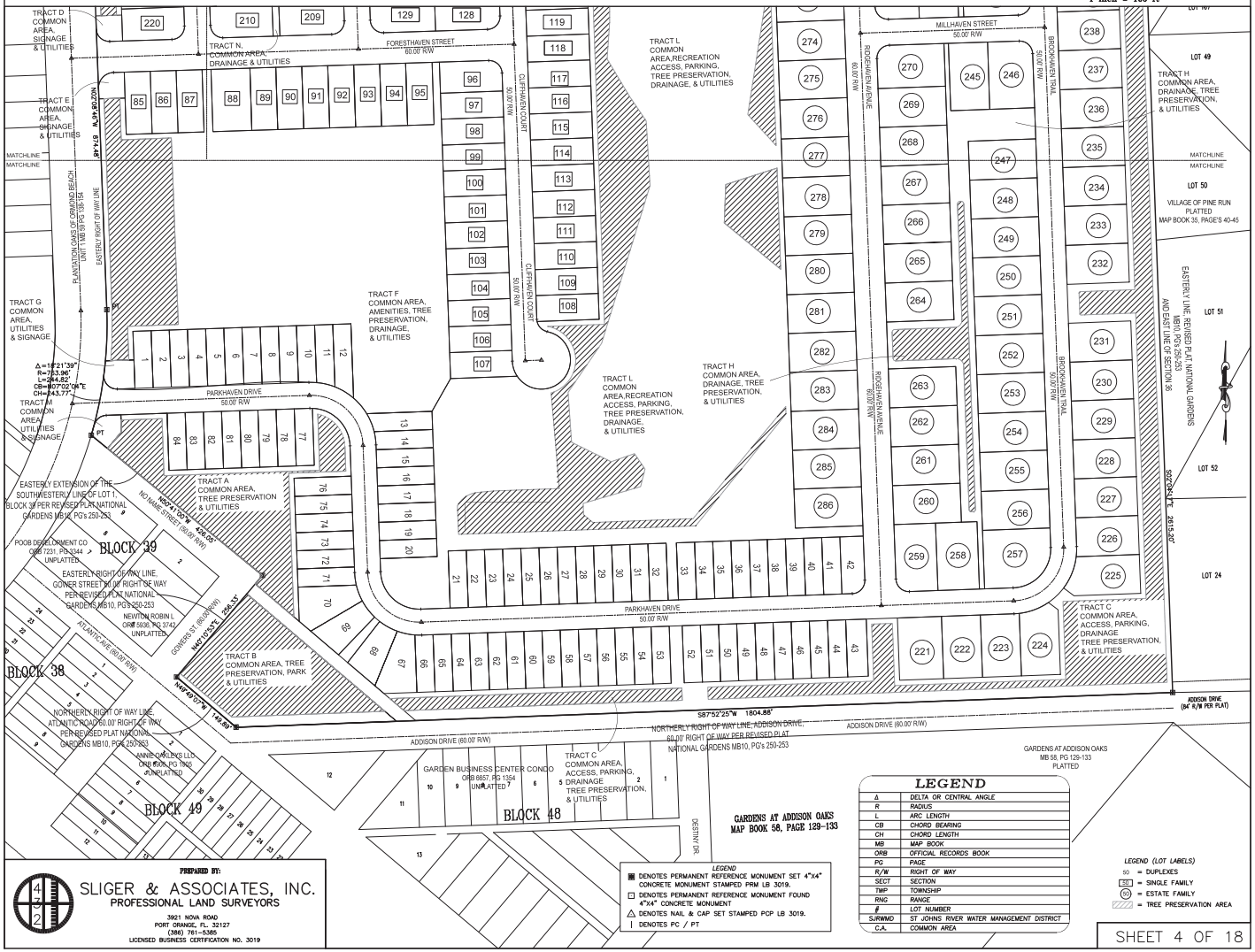

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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
- (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
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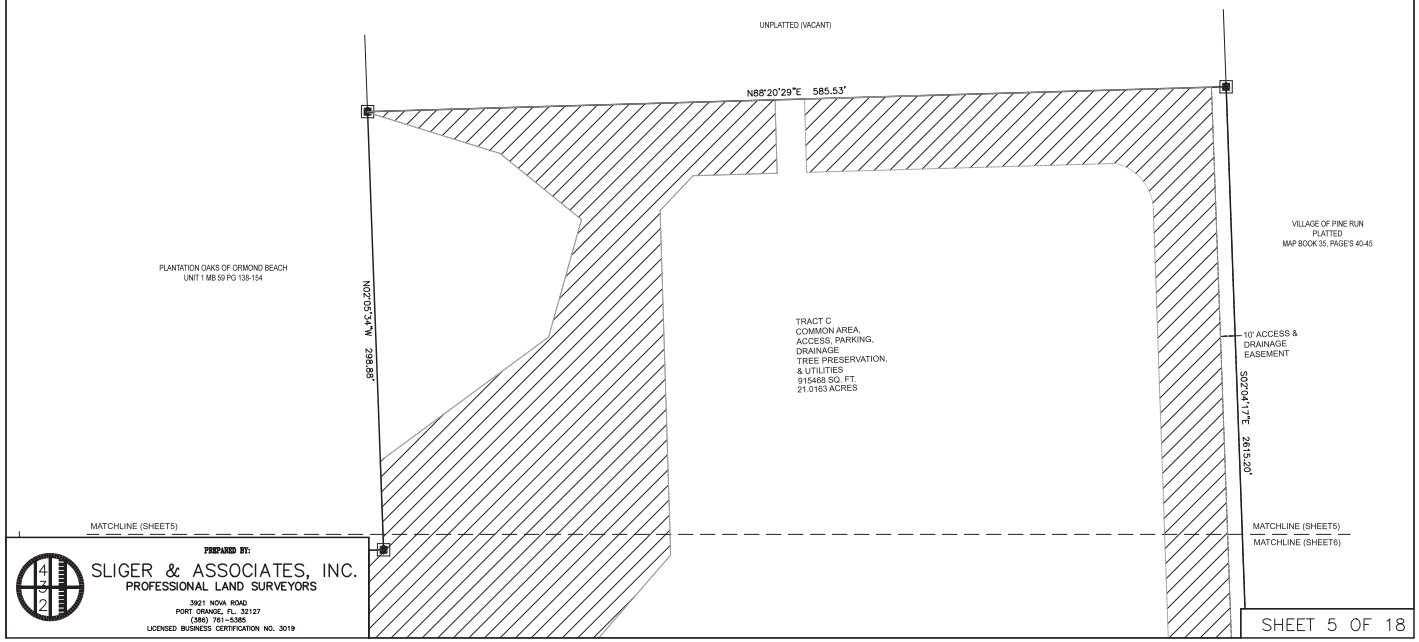
▨ = TREE PRESERVATION AREA



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SHEET 5 OF 18

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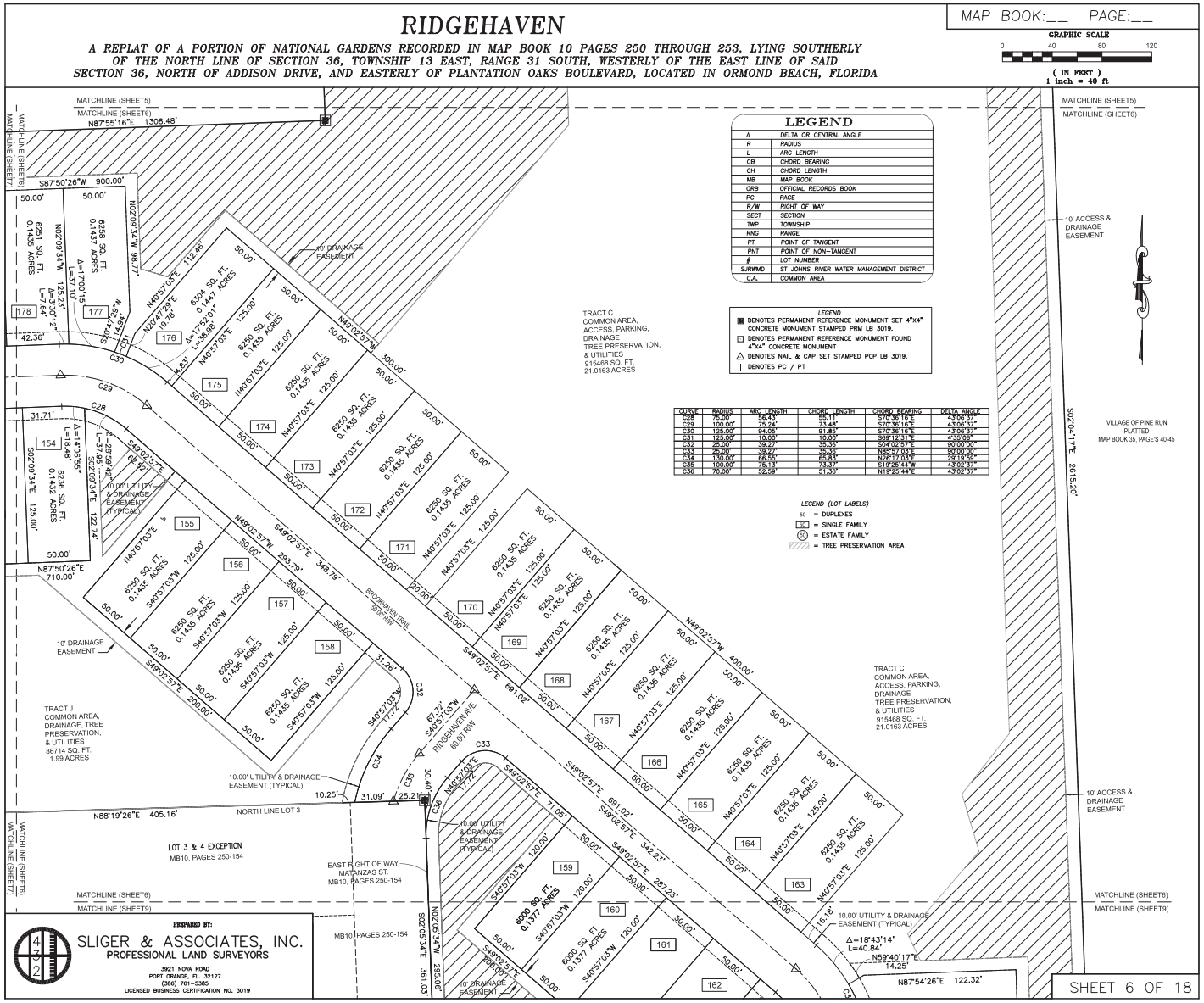

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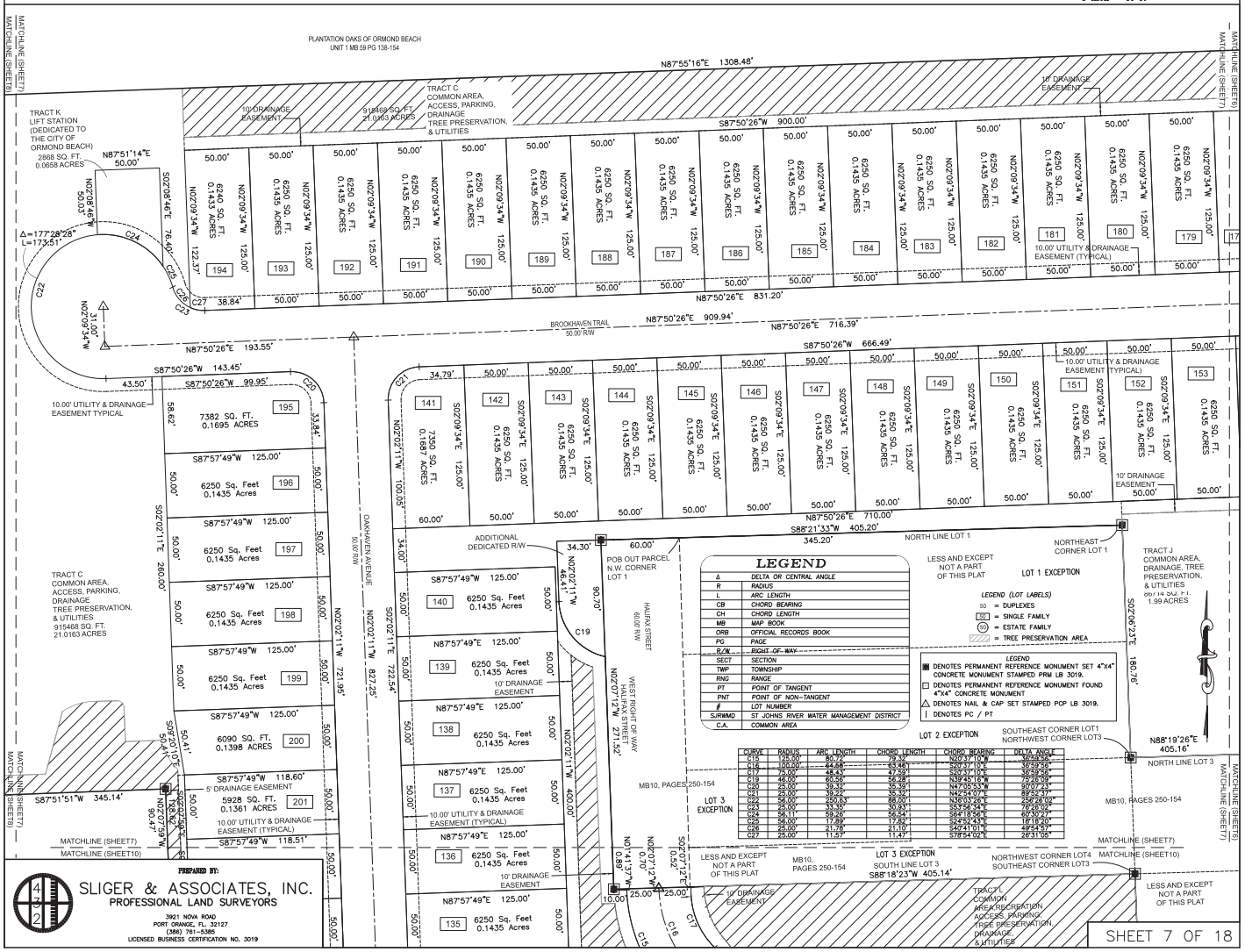
MAP BOOK:__ PAGE:__

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 (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'	80.77'	79.39'	N20°37'10"E	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'	39.27'	35.33'	N42°54'47"E	89°59'37"
C22	96.00'	150.83'	135.80'	N36°03'26"E	90°00'00"
C23	25.00'	39.27'	35.36'	S53°56'34"E	90°00'00"
C24	96.11'	59.26'	58.34'	S84°18'26"E	60°32'27"
C25	96.00'	17.89'	17.87'	S74°50'43"E	10°19'20"
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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MAP BOOK:__ PAGE:__

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(IN FEET)
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LEGEND	
Δ	DELTA OR CENTRAL ANGLE
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L	ARC LENGTH
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MB	MAP BOOK
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TWP	TOWNSHIP
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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 PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 68 = SINGLE FAMILY
- 56 = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

N87°55'16"E 1308.48'

50.00'

50.00'

N24°44'07"E 31.37'

10' UTILITY EASEMENT

Δ=26°52'48"
R=1146.00'
L=537.64'
CB=N11°17'38"E
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=N11°17'38"E
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

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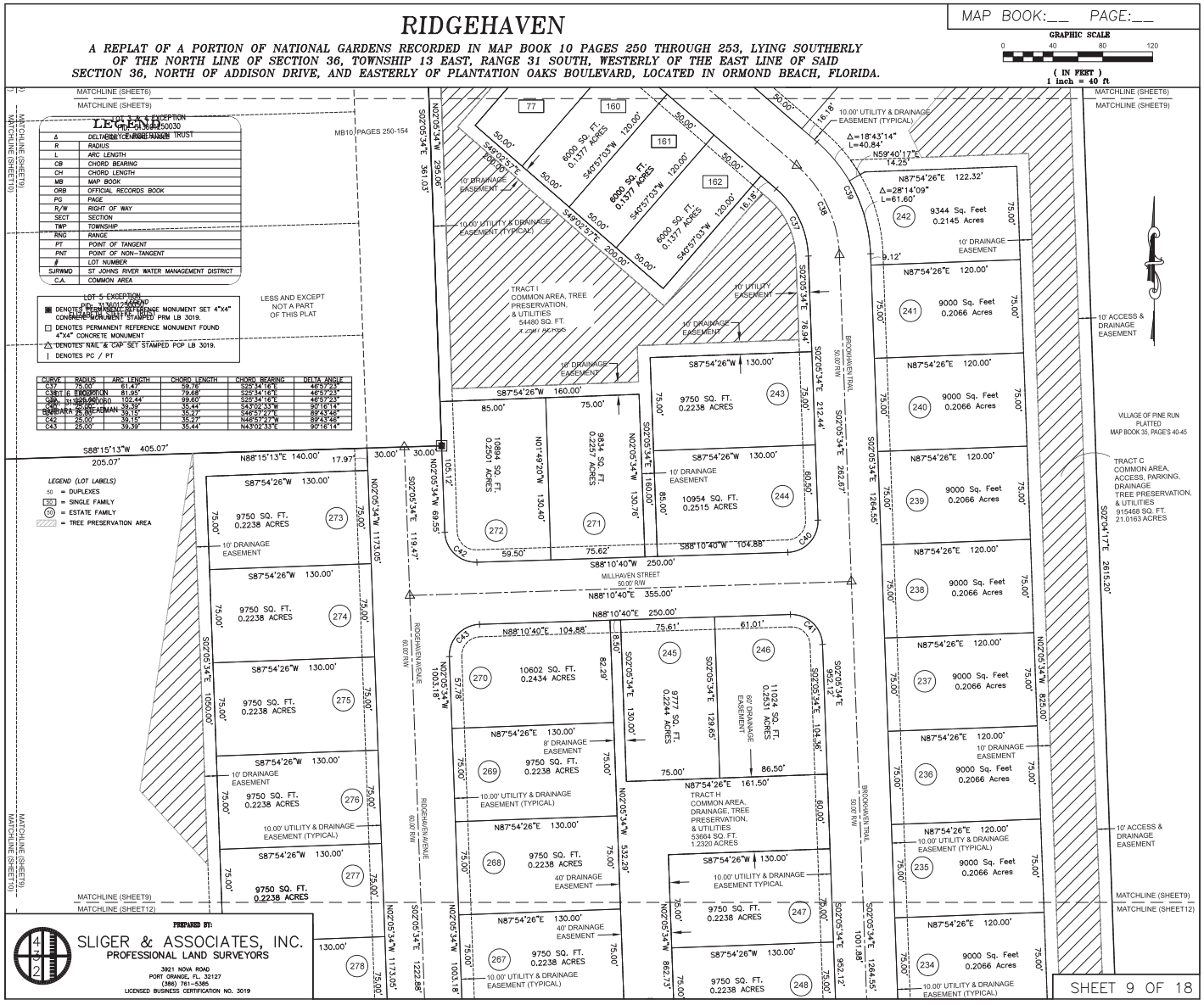
GRAPHIC SCALE

0 40 80 120

(IN FEET)
1 inch = 40 ft



LEGEND	
Δ	DELTA ANGLE
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L	ARC LENGTH
CB	CHORD BEARING
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PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LOT 5 EXCEPTION
PID: 313601250030
ENCLAVE PLATFORM TRUST

LOT 5 EXCEPTION
PID: 313601250030
ENCLAVE PLATFORM TRUST

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
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| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C37	75.00'	61.47'	59.76'	S25°34'16"E	46°57'23"
C38	75.00'	61.47'	59.76'	S25°34'16"E	46°57'23"
C39	75.00'	102.44'	99.60'	S25°34'16"E	46°57'23"
C40	75.00'	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"

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PROFESSIONAL LAND SURVEYORS
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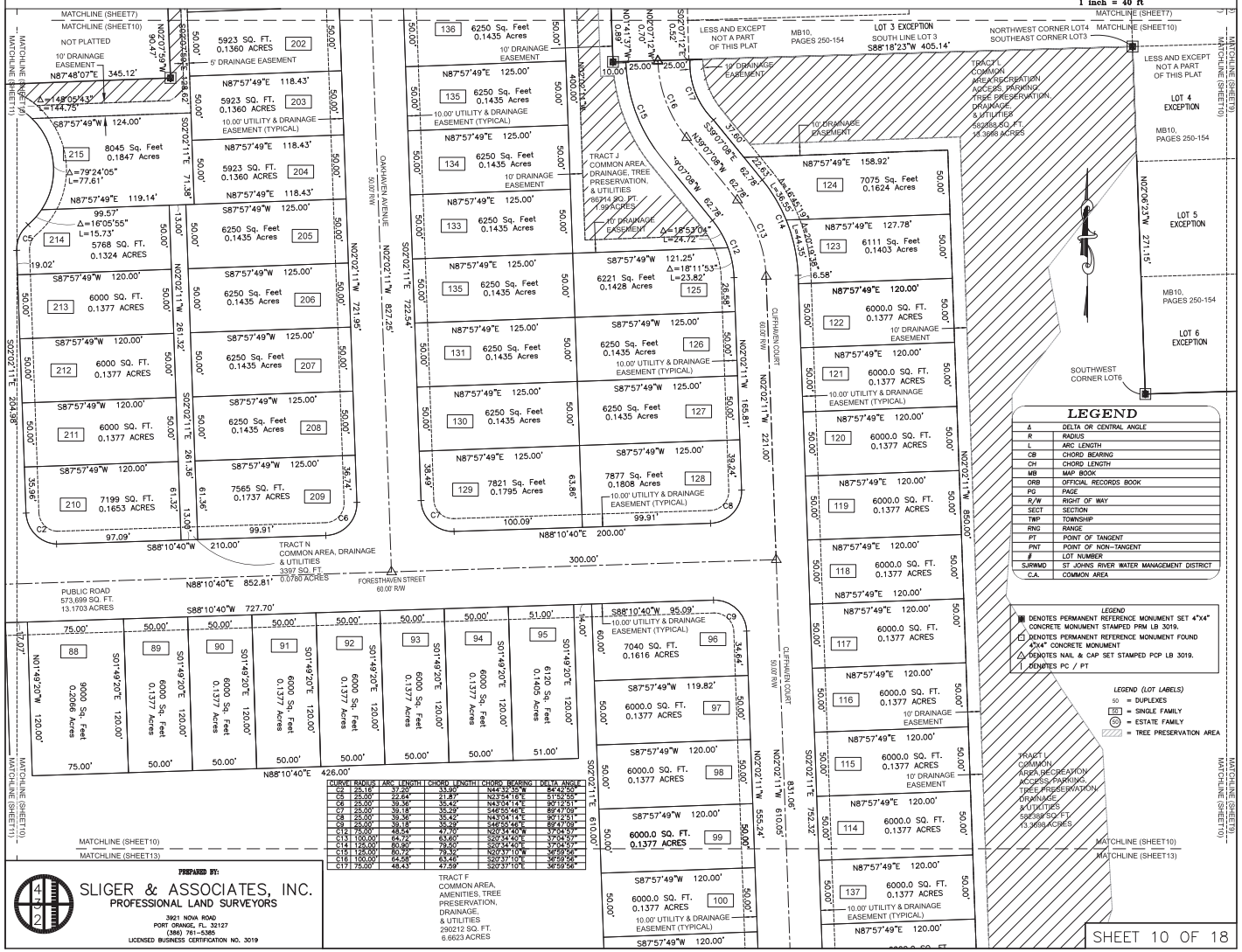
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 9 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.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	25.16'	37.20'	33.90'	N44°32'35"W	84°42'59"
C6	25.00'	22.64'	21.87'	N23°54'16"E	51°52'55"
C7	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C8	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C9	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C10	25.00'	39.18'	35.29'	S46°55'46"E	89°47'09"
C12	75.00'	48.54'	47.70'	N29°39'40"W	37°04'47"
C13	100.00'	64.72'	63.60'	S29°39'40"E	37°04'47"
C14	125.00'	80.90'	79.50'	S29°39'40"E	37°04'47"
C15	125.00'	80.72'	79.32'	N20°37'10"W	36°59'56"
C16	100.00'	64.58'	63.48'	S20°37'10"E	36°59'56"
C17	75.00'	48.43'	47.59'	S20°37'10"E	36°59'56"

RIDGEHAVEN

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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
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

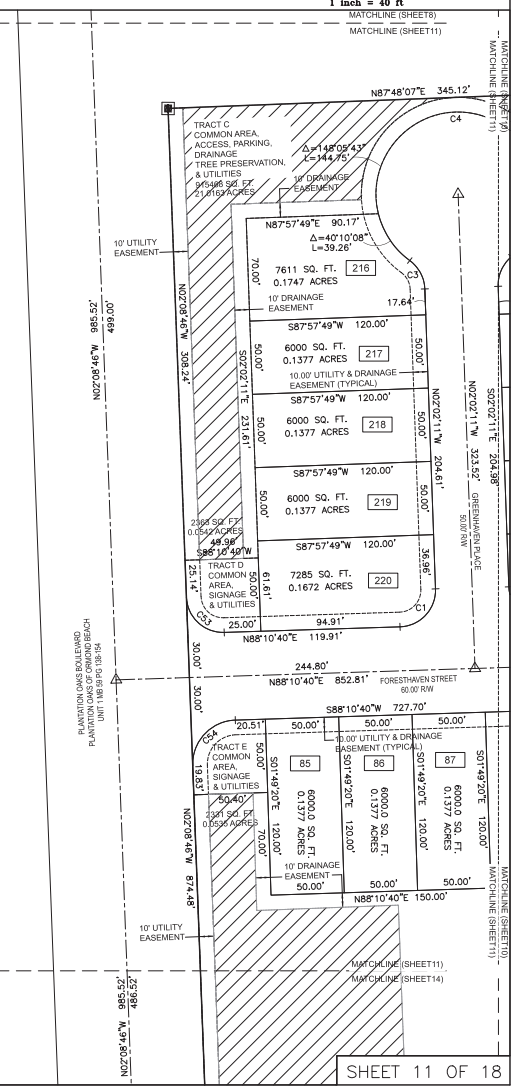
LEGEND

- ■ 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°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"
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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SHEET 11 OF 18

RIDGEHAVEN

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MAP BOOK:__ PAGE:__



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SHEET 12 OF 18

RIDGEHAVEN

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GRAPHIC SCALE
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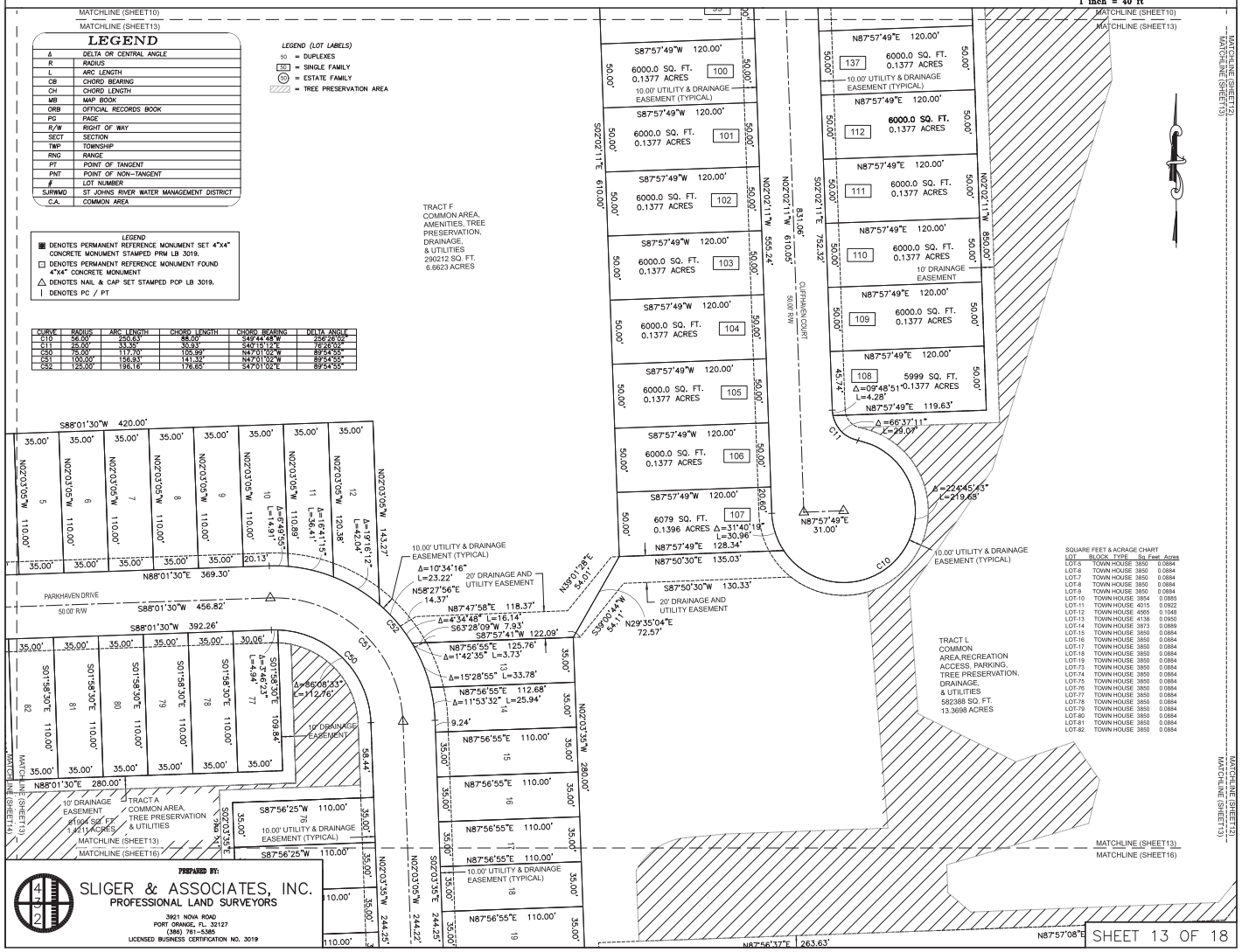
(IN FEET)
1 inch = 40 ft



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SHEET 13 OF 18

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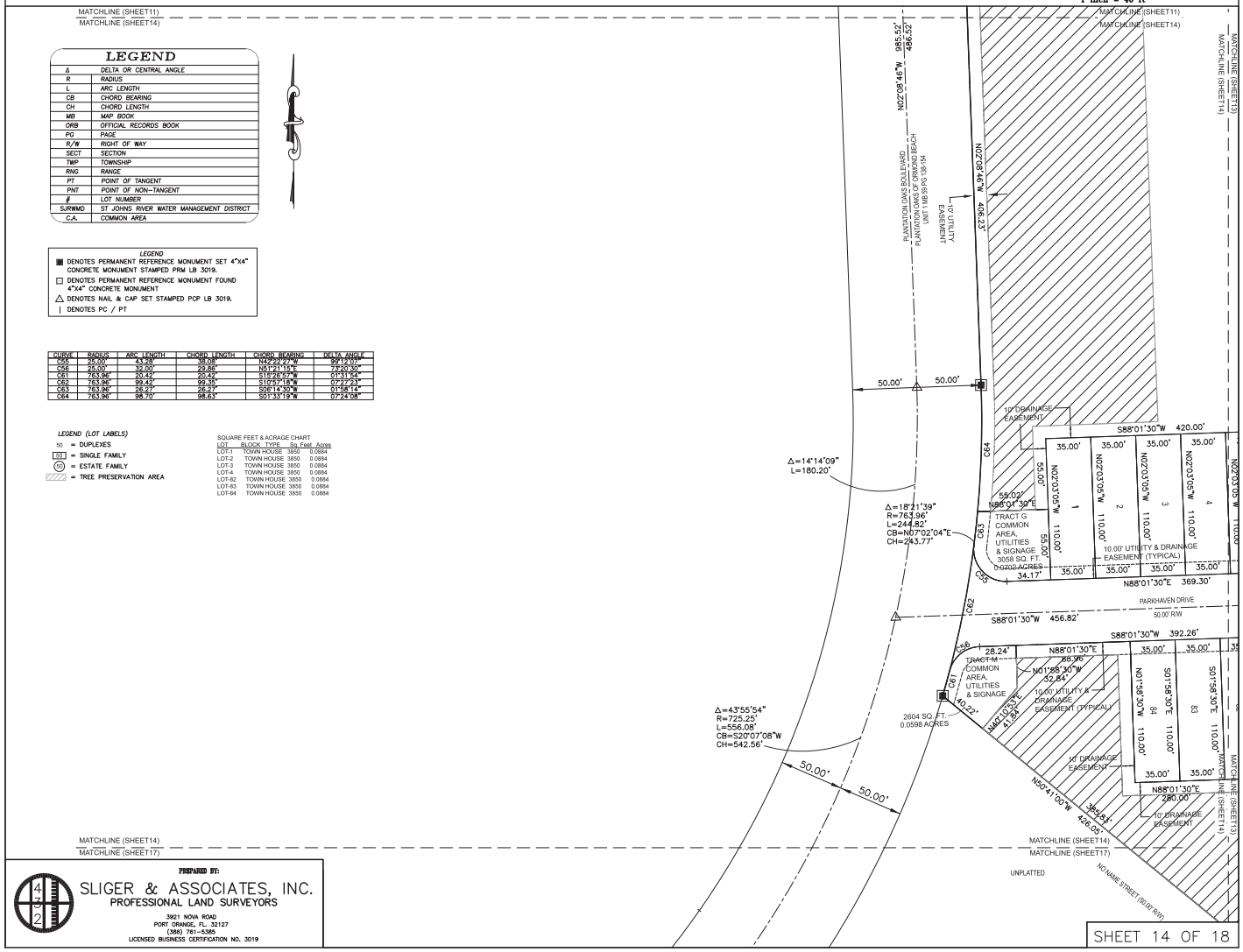

RIDGEHAVEN

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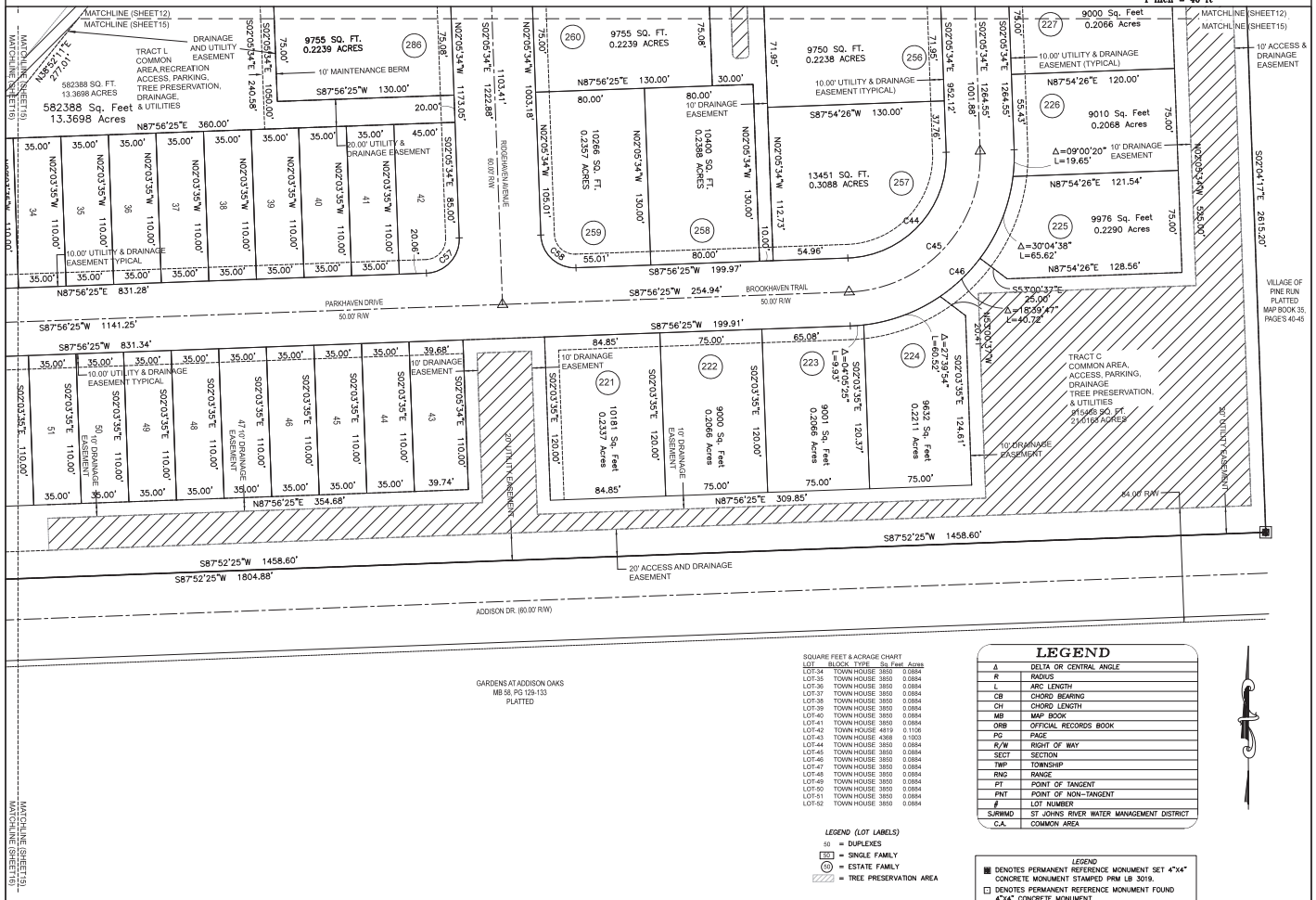

SQUARE FEET & ACRAGE CHART			
LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-34	TOWN HOUSE	3850	0.0884
LOT-35	TOWN HOUSE	3850	0.0884
LOT-36	TOWN HOUSE	3850	0.0884
LOT-37	TOWN HOUSE	3850	0.0884
LOT-38	TOWN HOUSE	3850	0.0884
LOT-39	TOWN HOUSE	3850	0.0884
LOT-40	TOWN HOUSE	3850	0.0884
LOT-41	TOWN HOUSE	3850	0.0884
LOT-42	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
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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
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	50.00'	39.28'	38.27'	S47°04'34"E	90°02'00"
C65	50.00'	39.28'	38.27'	N42°55'26"E	90°02'00"
C66	25.00'	39.28'	35.34'	S47°08'35"E	89°57'59"

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SHEET 15 OF 18

RIDGEHAVEN

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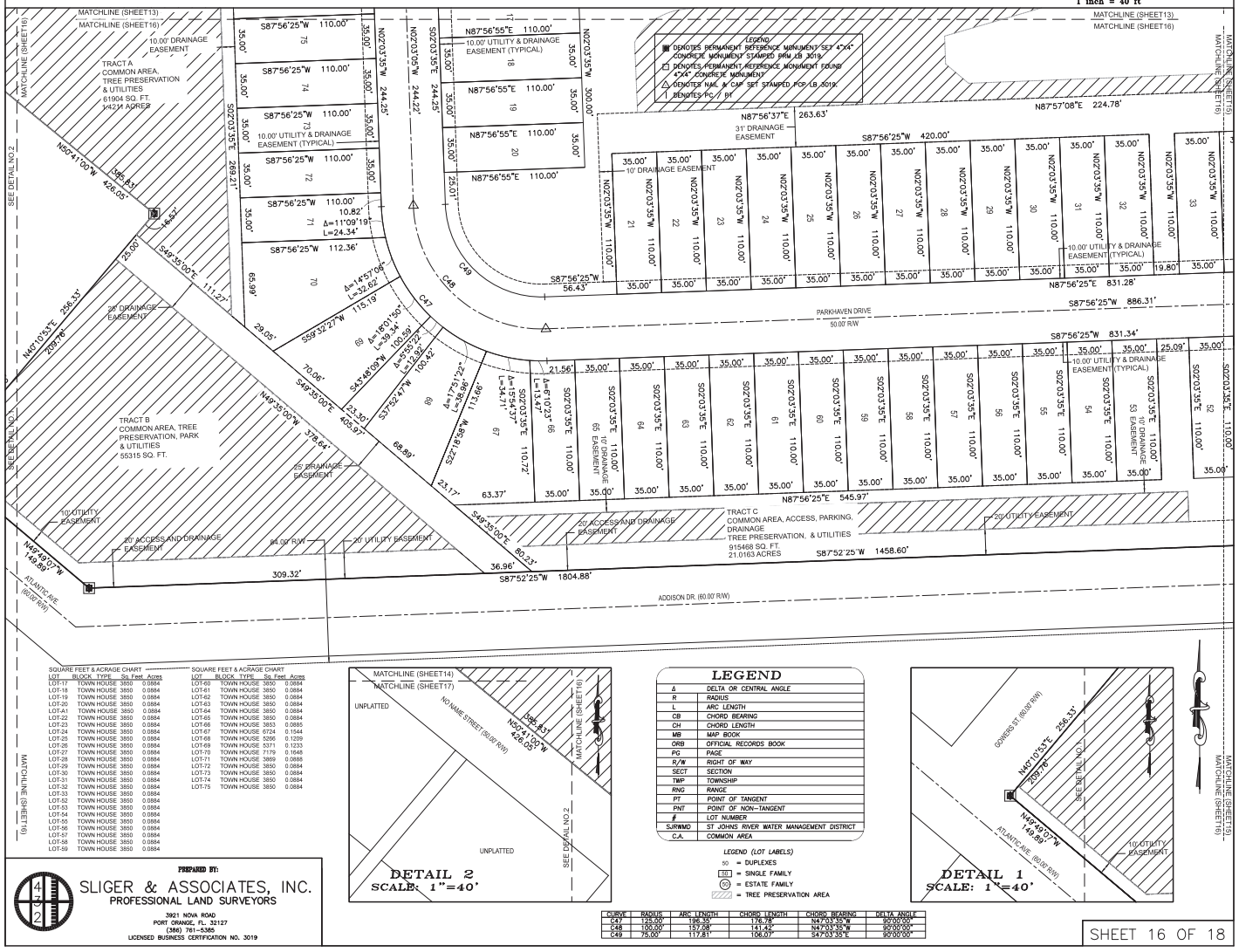
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACRAGE 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 & ACRAGE 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

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
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TWP	TOWNSHIP
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SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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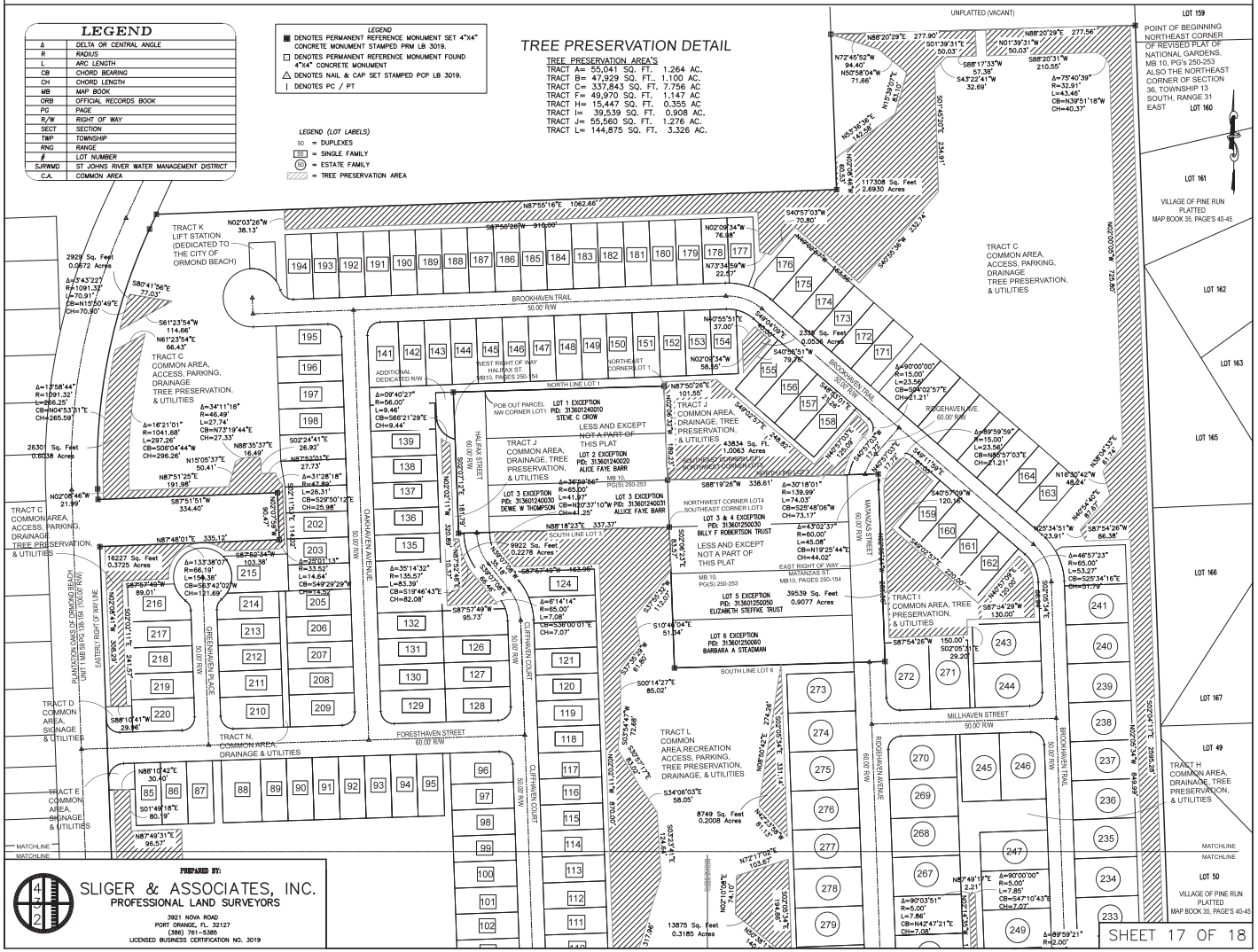
- | DENOTES PC / PT

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
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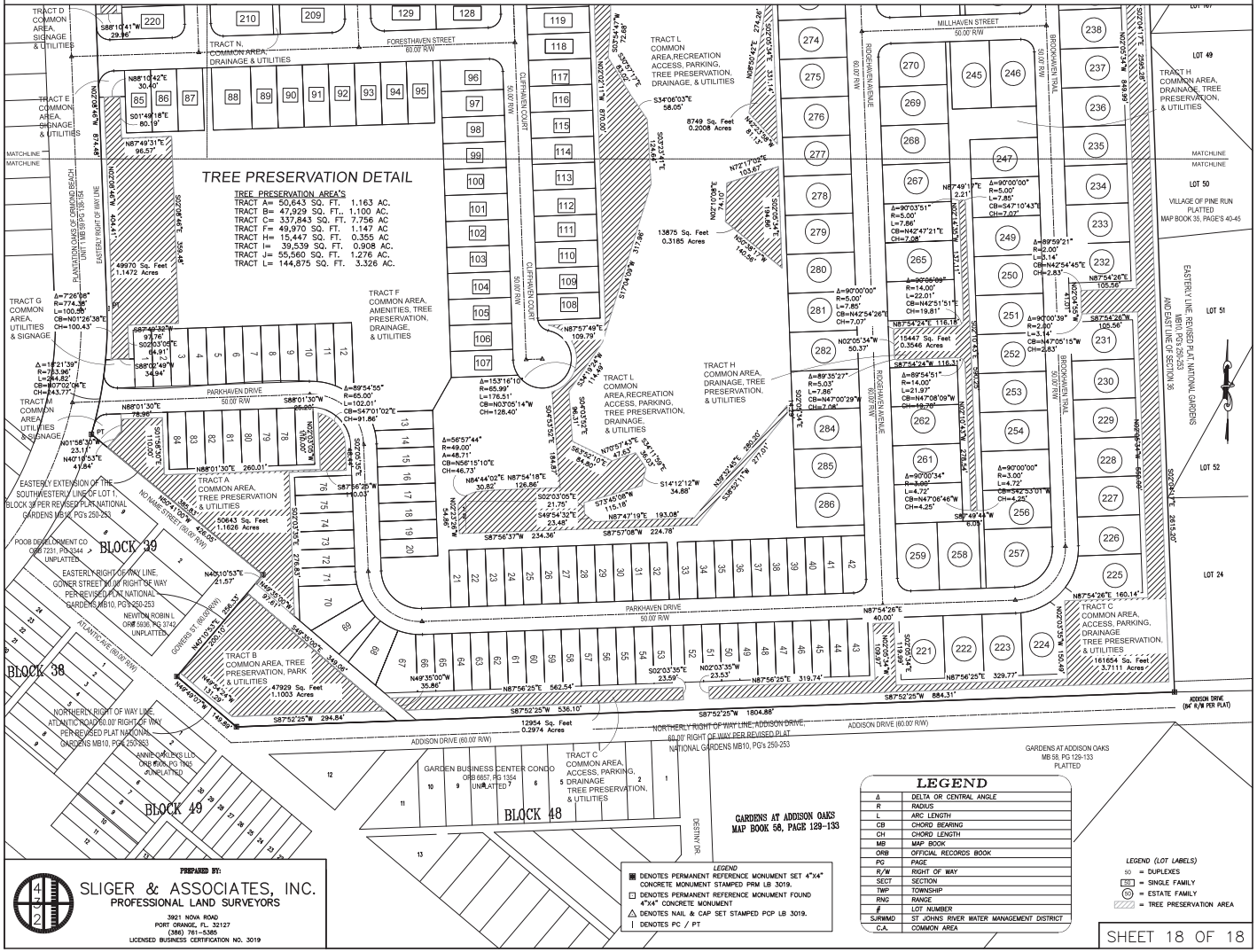
(IN FEET)
1 inch = 100 ft



LEGEND	
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R	RADIUS
L	ARC LENGTH
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LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 85 = SINGLE FAMILY
- 80 = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

PREPARED BY:
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LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 18 OF 18

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.

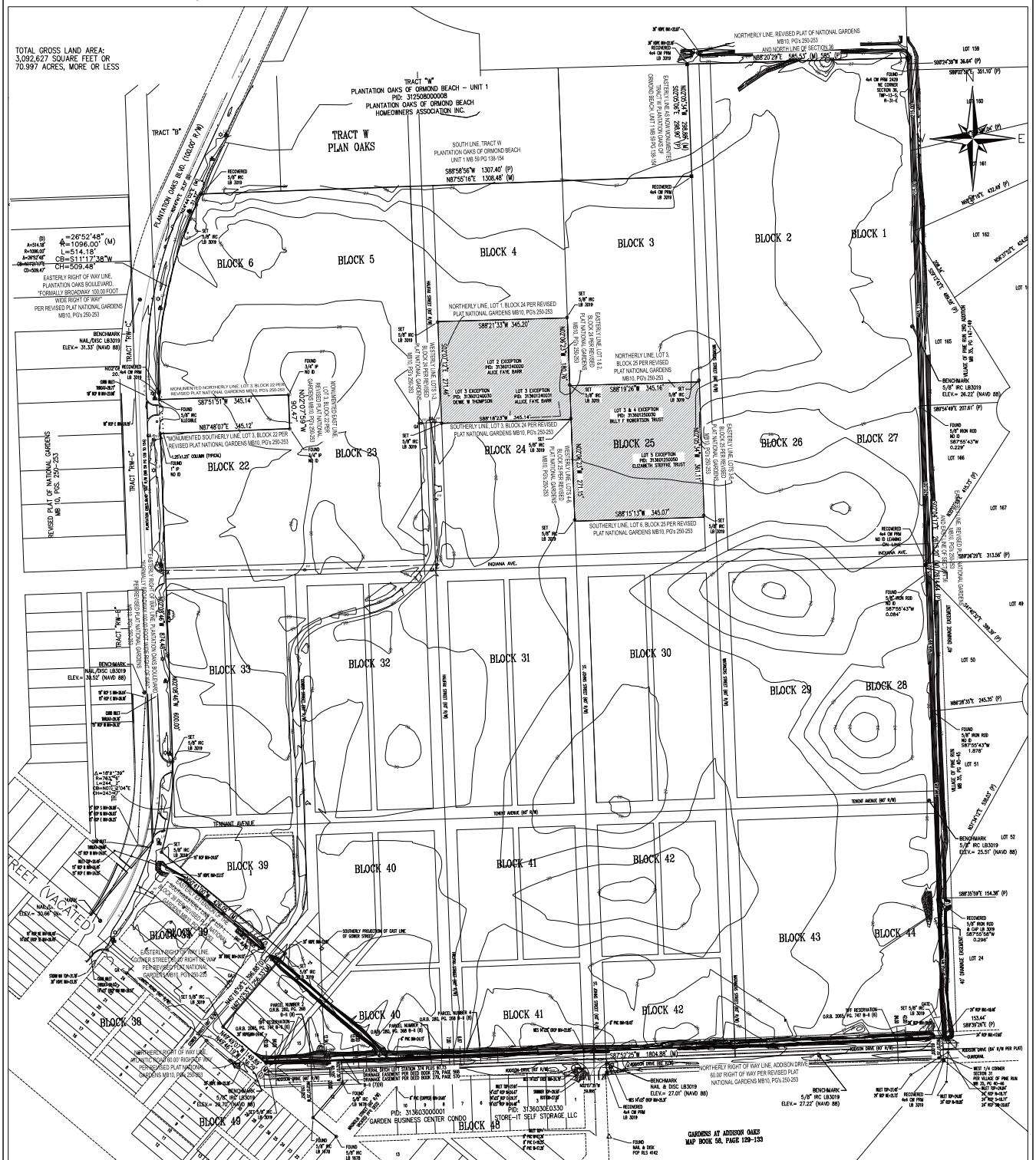
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 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.

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–226 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.

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS


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)
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, 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°04'46"E 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)
EASTERLY LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°05'34"W 298.88' (M)
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
(R) 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.= 34.52' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 29.70' (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)
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°19'26"W 345.16'
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'
LOT 1 EXCEPTION PID: 313603140001 ALICE FAYE BARR
LOT 2 EXCEPTION PID: 313603140002 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313603140003 DENISE M THOMPSON
LOT 3 EXCEPTION PID: 313603140003 ALICE FAYE BARR
LOT 3 & 4 EXCEPTION PID: 313601250000 BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION PID: 313601250000 ELIZABETH STREPPE TRUST
EASTERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
EASTERLY LINE, LOT 4, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
WESTERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
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 EASTERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'59"W 90.47'
0.25'x0.25' COLUMN (TYPICAL)
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TRACT "RW-C"
TRACT "RW-B"
TRACT "RW-A"
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 AVENUE
TENNANT AVENUE
TENNANT AVENUE (VACATED)
TENNANT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (80' R/W PER PLAT)
GOWER STREET
GOWER STREET (60.00' R/W)
EASTERLY RIGHT OF WAY LINE, GOWER STREET, 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 60.00' RIGHT OF WAY, PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°52'25"W 1804.88' (M)
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
SOUTHERLY PROJECTION OF EAST LINE OF GOWER STREET
PARCEL NUMBER 4 O.R.B. 2005, PG. 268 B-4 (R)
PARCEL NUMBER 5 O.R.B. 2005, PG. 268 B-4 (R)
PARCEL NUMBER 6 O.R.B. 2005, PG. 268 B-4 (R)
PARCEL NUMBER 7 O.R.B. 2005, PG. 268 B-4 (R)
PARCEL NUMBER

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.

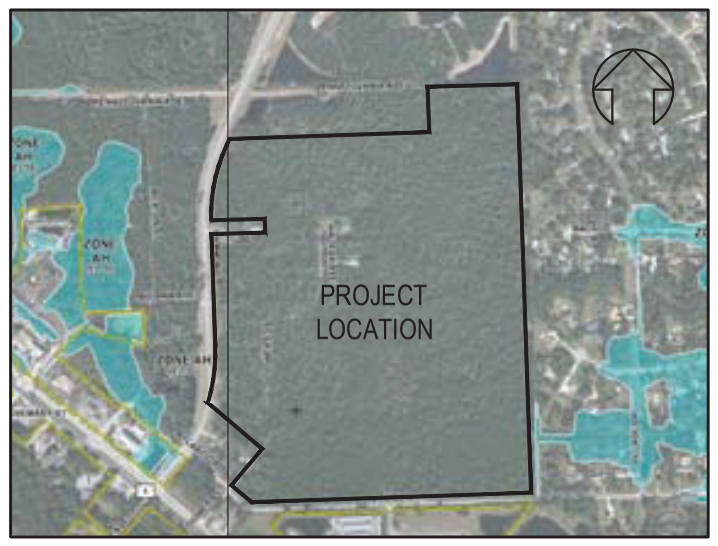
Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.030 ; S = 0.0005 ; A = 54.5 Ft^2 ; P = 26.1 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 98.9 CFS 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

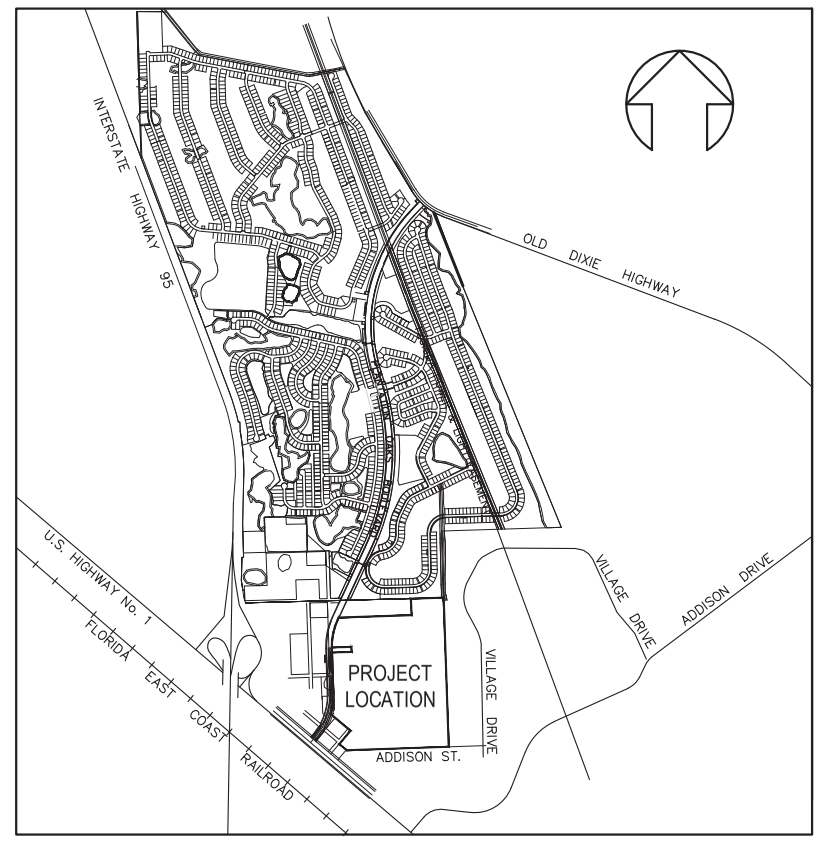
GENERAL NOTES

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



Map Unit Symbol	Map Unit Name	Percent of AOI
8	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

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

PROJECT ATTORNEY

GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
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

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'

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

[illegible]

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
LS.0-LS.7	AMENITY & ENTRANCE LANDSCAPE PLAN
LS.8-LS.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

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 NO. 00003910

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
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

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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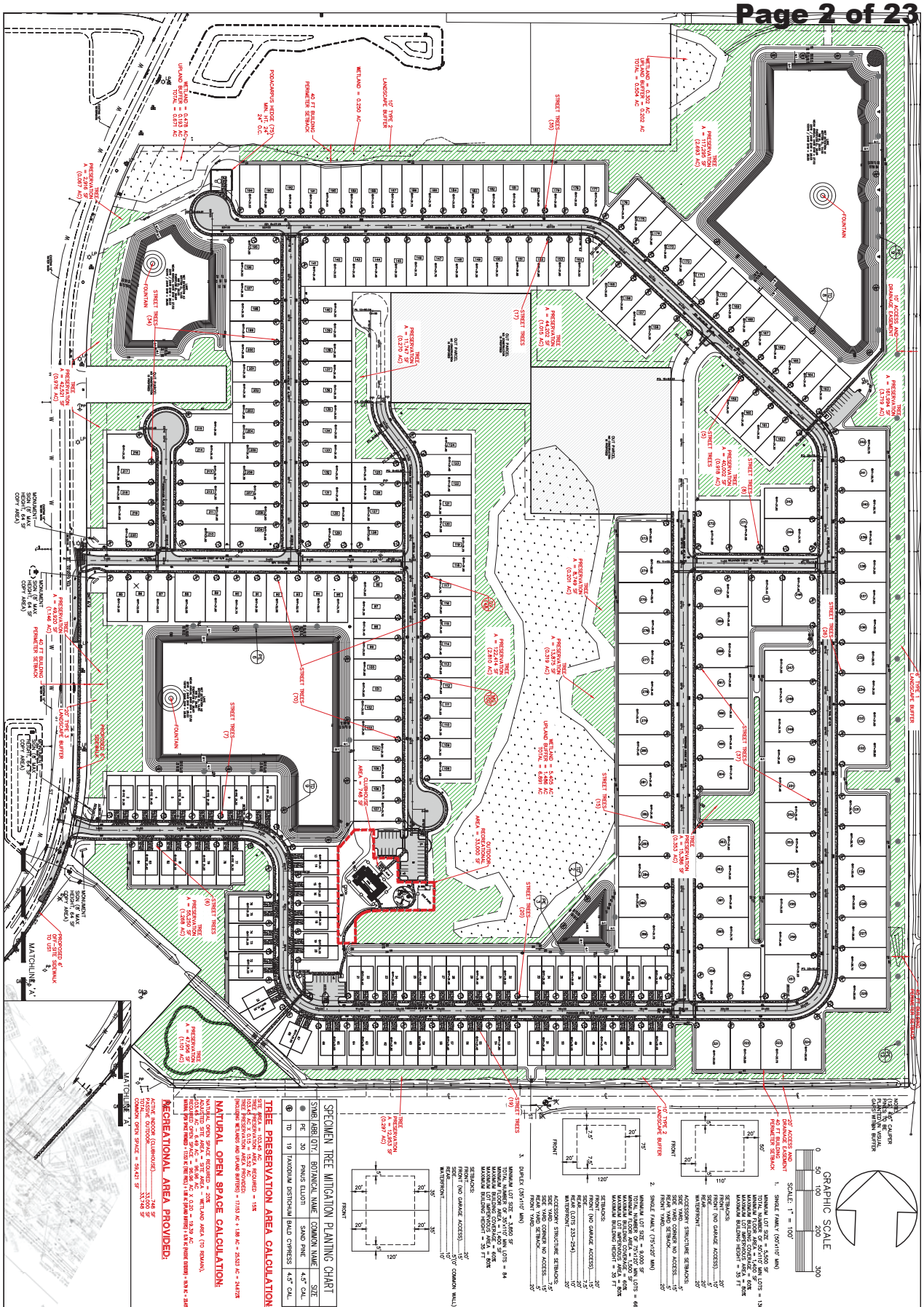
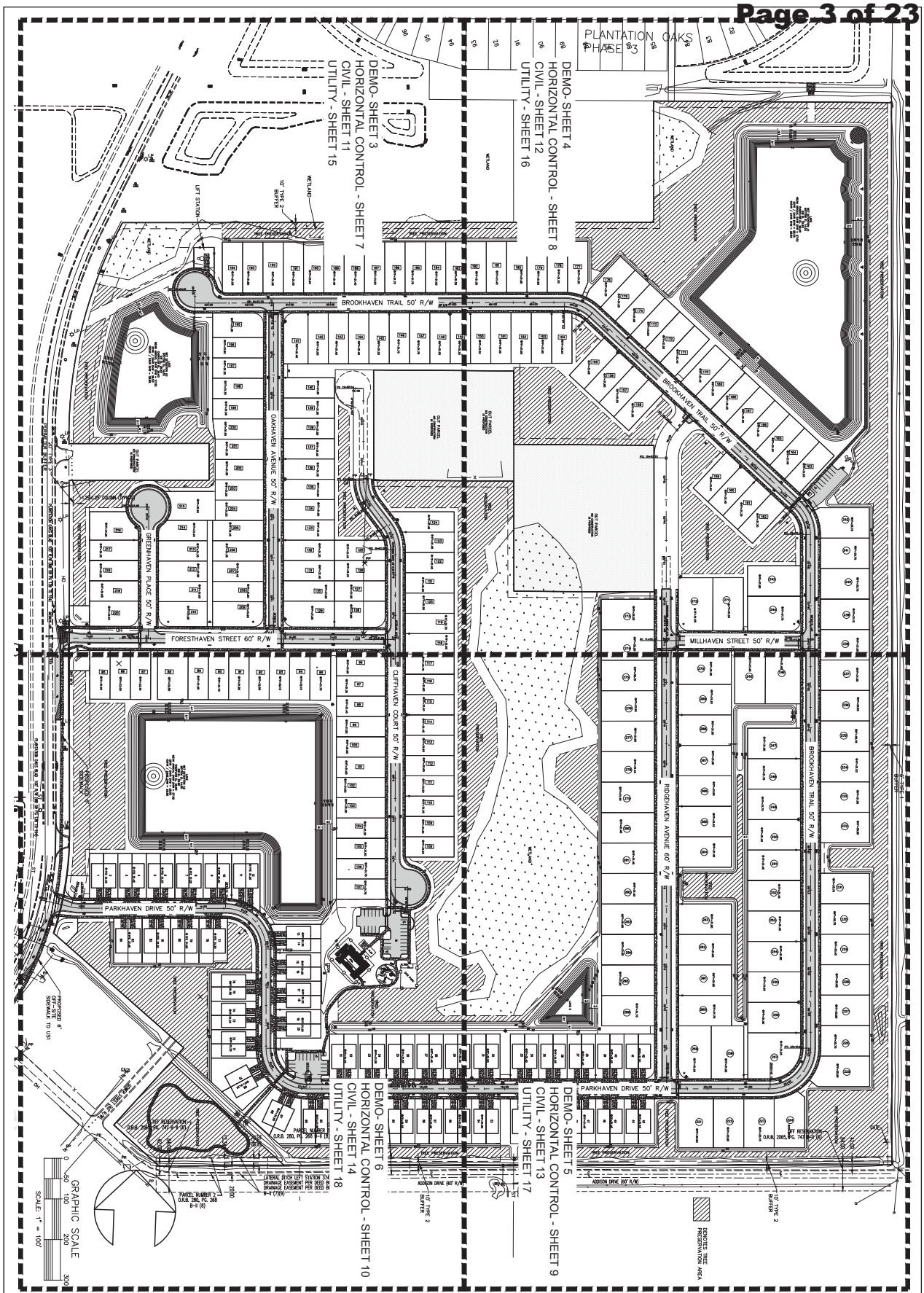
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

RidgeHaven
ORMOND BEACH * FLORIDA
COVER SHEET

SHEET NO. 1
Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

Z:\Addison Townhouses - John Collins\dwg\0000-CS.dwg, 2/21/2023 9:41:19 AM, DWG To PDF.pc3


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.
TREE PRESERVATION AREA CALCULATION:
NATURAL OPEN SPACE CALCULATION:
RECREATIONAL AREA PROVIDED:
GRAPHIC SCALE
SCALE: 1" = 100'
SINGLE FAMILY (50'x110' MIN)
DUPLEX (30'x110' MIN)
10' TYPE 2 LANDSCAPE BUFFER
20' ACCESS AND UTILITY EASEMENT
40 FT BUILDING PERIMETER SETBACK
PROPOSED 6' SIDEWALK TO USF
MATCHLINE 'A'
RidgeHaven
ORMOND BEACH • FLORIDA
PRD – MASTER DEVELOPMENT 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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 1
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



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

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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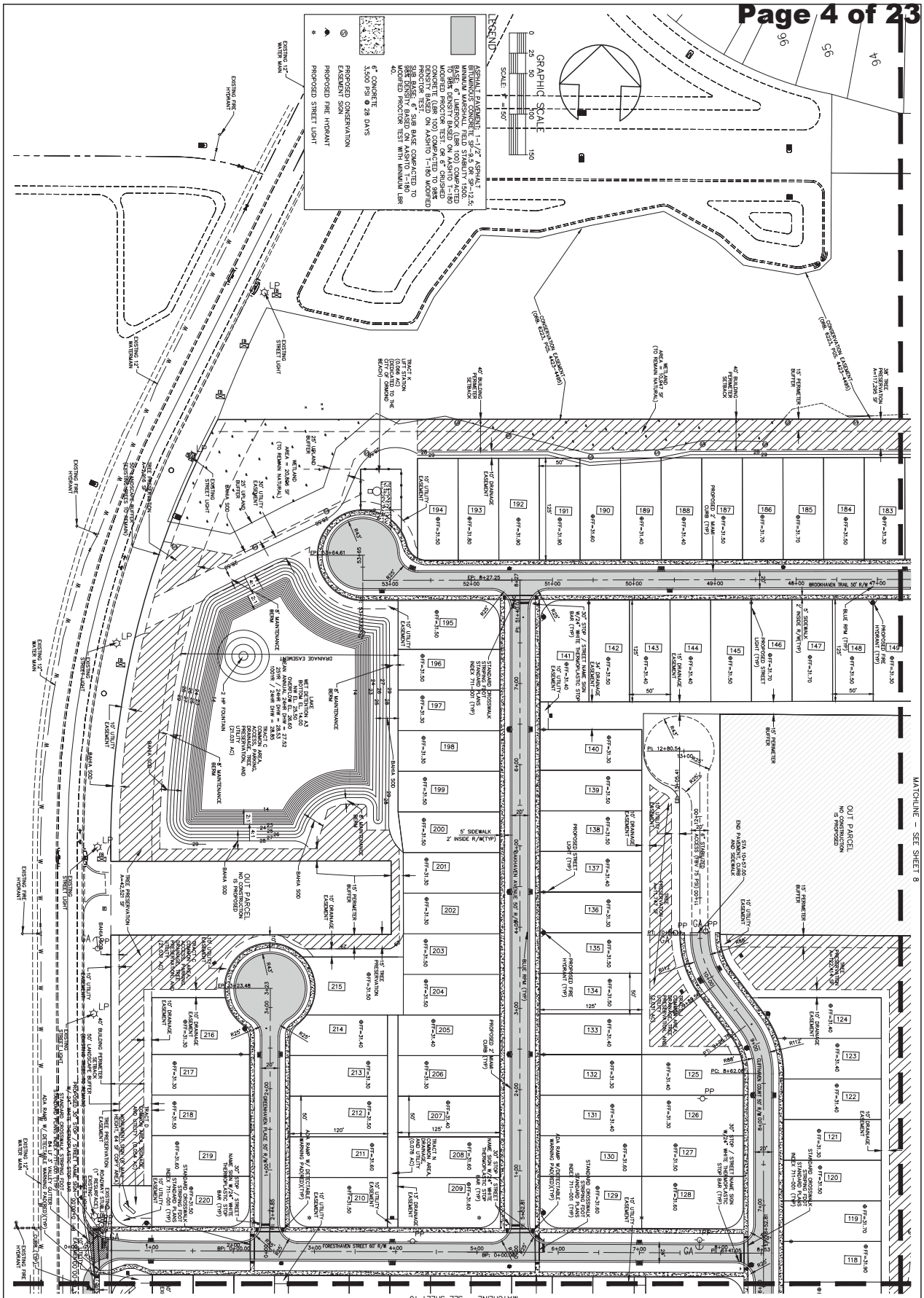
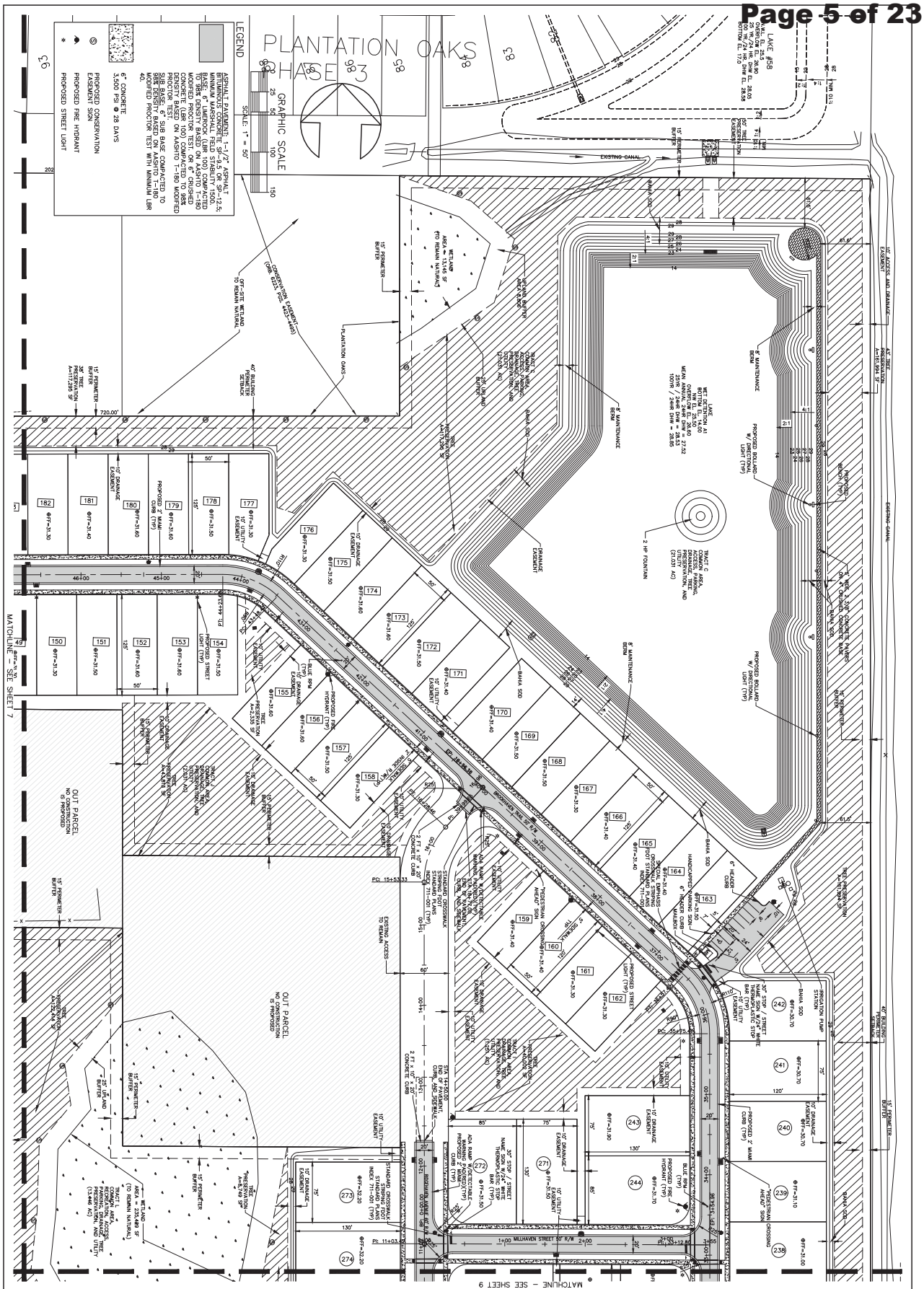

LEGEND
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
6" CONCRETE 3,500 PSI @ 28 DAYS
GRAPHIC SCALE
SCALE: 1" = 150'
MATCHLINE – SEE SHEET 8
MATCHLINE – SEE SHEET 10
BROOKHAVEN TRAIL 50' R/W
FORESHAVEN STREET 60' R/W
BROOKHAVEN AVENUE 50' R/W
GUTHMAN COURT 50' R/W
OUT PARCEL
NO CONSTRUCTION IS PROPOSED
LAKE BOTTOM EL. 14.00
NORMAL WATER EL. 24.43
OVERFLOW EL. 26.60
DRAINAGE EASEMENT
BAHIA SOD
5' SIDEWALK 2' INSIDE R/W(TYP)
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED STREET LIGHT (TYP)
PROPOSED FIRE HYDRANT (TYP)
STANDARD CROSSWALK STRIPING PLANS INDEX 711-001 (TYP)
ADA RAMP W/ DETECTABLE WARNING PAD(TYP)
30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
24" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT N AREA DRAINAGE, TREE PRESERVATION, AND UTILITY (0.078 AC)
COMMON AREA DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
TREE PRESERVATION A=44,530 SF
TREE PRESERVATION A=122,448 SF
TREE PRESERVATION A=117,295 SF
CONSERVATION EASEMENT (ORB 6224, PGS 4452-4491)
CONSERVATION EASEMENT (ORB 6224, PGS 4492-4495)
WETLAND 'A' (TO REMAIN NATURAL)
WETLAND 'B' (TO REMAIN NATURAL)
WETLAND 'C' (TO REMAIN NATURAL)
WETLAND 'D' (TO REMAIN NATURAL)
40' BUILDING PERIMETER SETBACK
15' PERIMETER BUFFER
25' LRB AND BUFFER
30' LANDSCAPE BUFFER
10' UTILITY EASEMENT
10' DRAINAGE EASEMENT
15' DRAINAGE EASEMENT
8' MAINTENANCE BERM
2 HP FOUNTAIN
EXISTING 12" WATERMAIN
EXISTING FIRE HYDRANT
EXISTING STREET LIGHT
EXISTING 12" WATER MAIN
EXISTING 8" SANITARY SEWER MAIN
EXISTING 6" FORCE MAIN
EXISTING 50' LANDSCAPE BUFFER
EXISTING 40' BUILDING PERIMETER SETBACK
EXISTING 15' TREE PRESERVATION BUFFER
EXISTING 10' UTILITY EASEMENT
EXISTING 15' DRAINAGE EASEMENT
EXISTING 30' UTILITY EASEMENT
EXISTING 25' LRB AND BUFFER
EXISTING 30' LANDSCAPE BUFFER
EXISTING 15' PERIMETER BUFFER
EXISTING 10' DRAINAGE EASEMENT
EXISTING 8' MAINTENANCE BERM
EXISTING 2 HP FOUNTAIN
EXISTING 30" STOP / STREET NAME SIGN W/24" WHITE THERMOPLASTIC STOP BAR (TYP)
EXISTING STANDARD CROSSWALK STRIPING PLANS INDEX 711-001 (TYP)
EXISTING ADA RAMP W/ DETECTABLE WARNING PAD(TYP)
EXISTING TREE PRESERVATION (1" RESIDUAL)
EXISTING TREE PRESERVATION (1" RESIDUAL) A=4,356 SF



RidgeHaven
ORMOND BEACH • FLORIDA

HORIZONTAL CONTROL PLAN

SHEET NO. 8
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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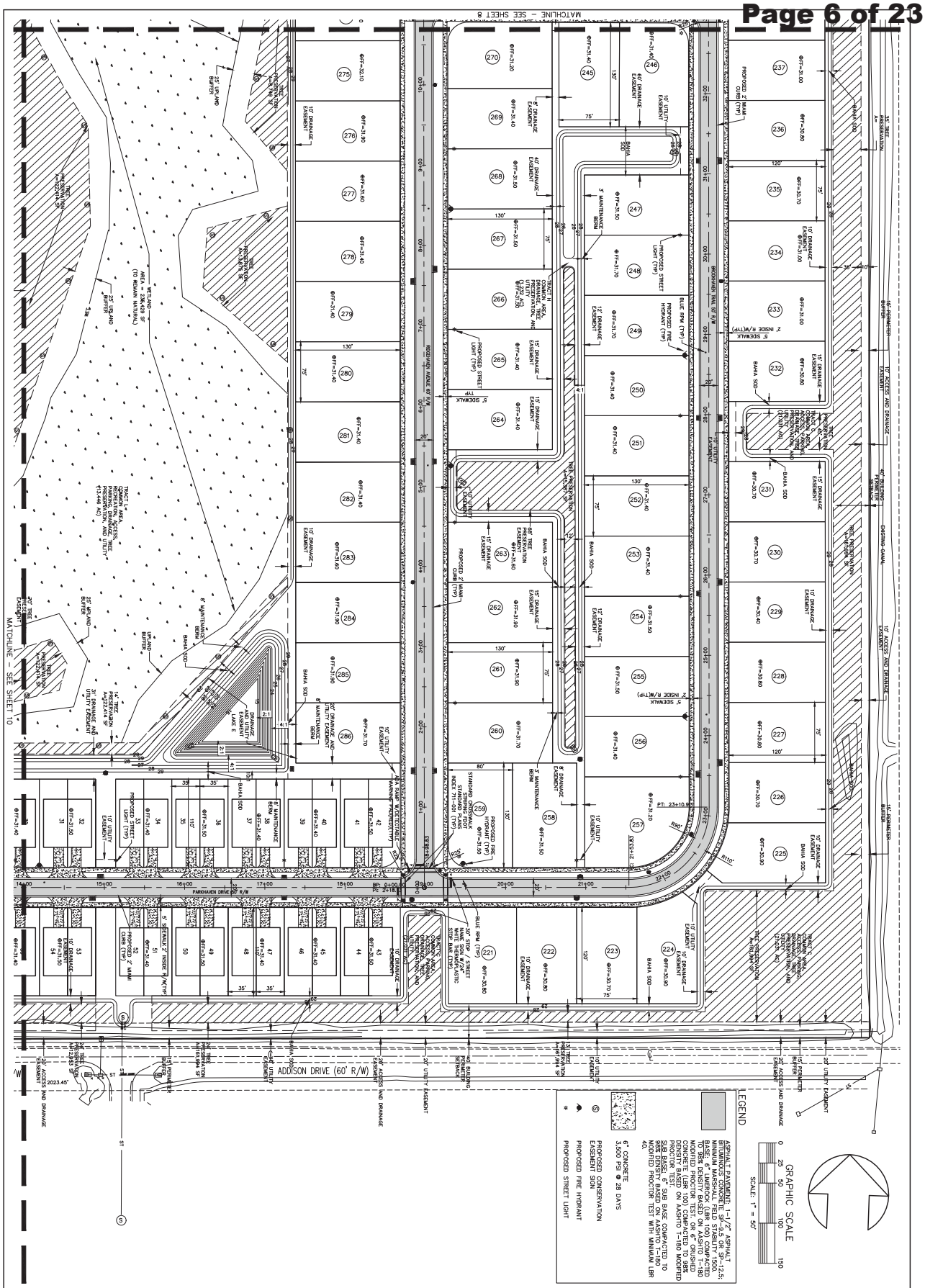

RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70
SHEET NO. 9

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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		REVISIONS	
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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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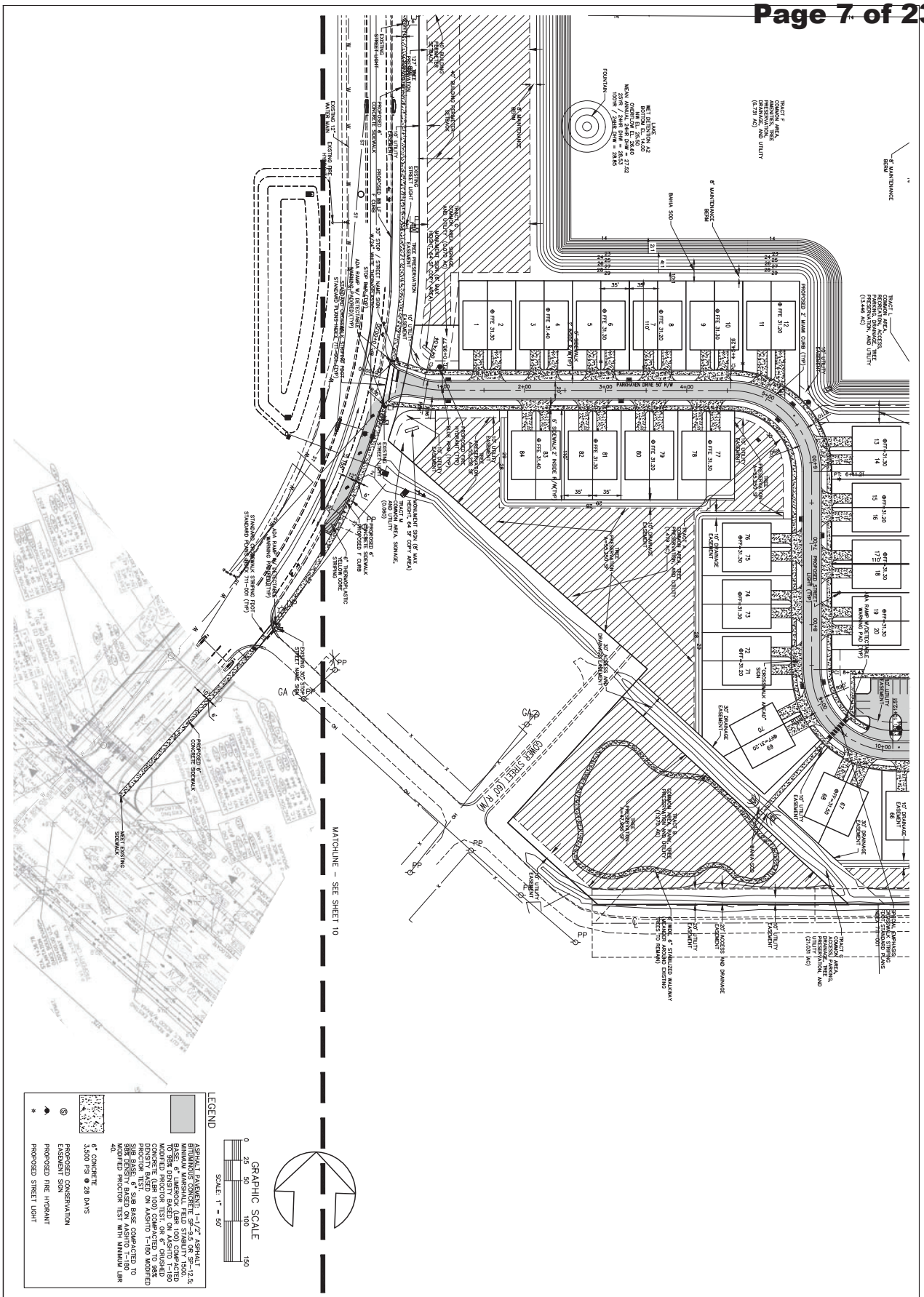

RidgeHaven
ORMOND BEACH • FLORIDA

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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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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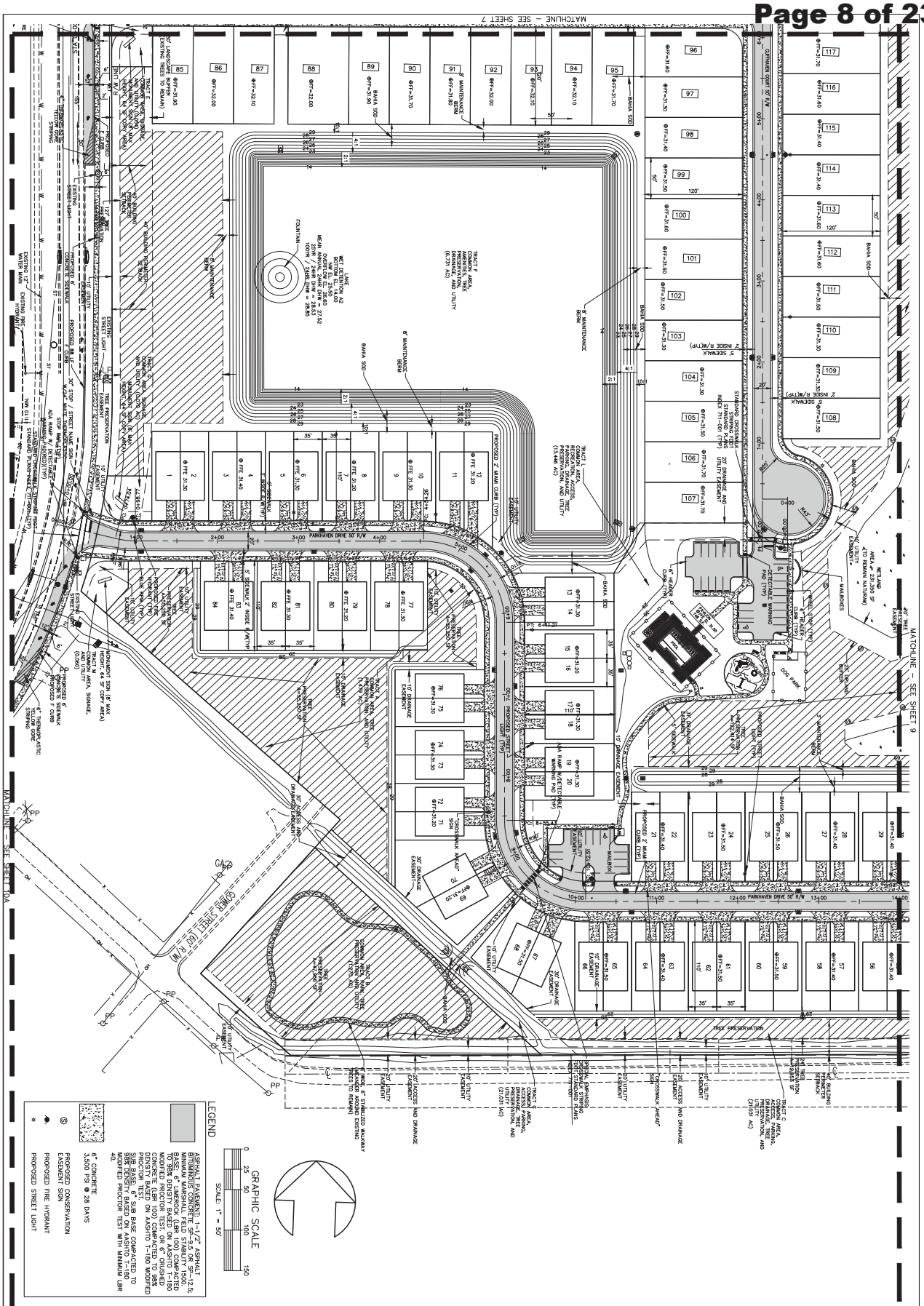

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HORIZONTAL CONTROL PLAN

SHEET NO. 10

Date: 2/20/2022
Scale: 1" = 50'
Drawn By: MRB
Job No: 21-70

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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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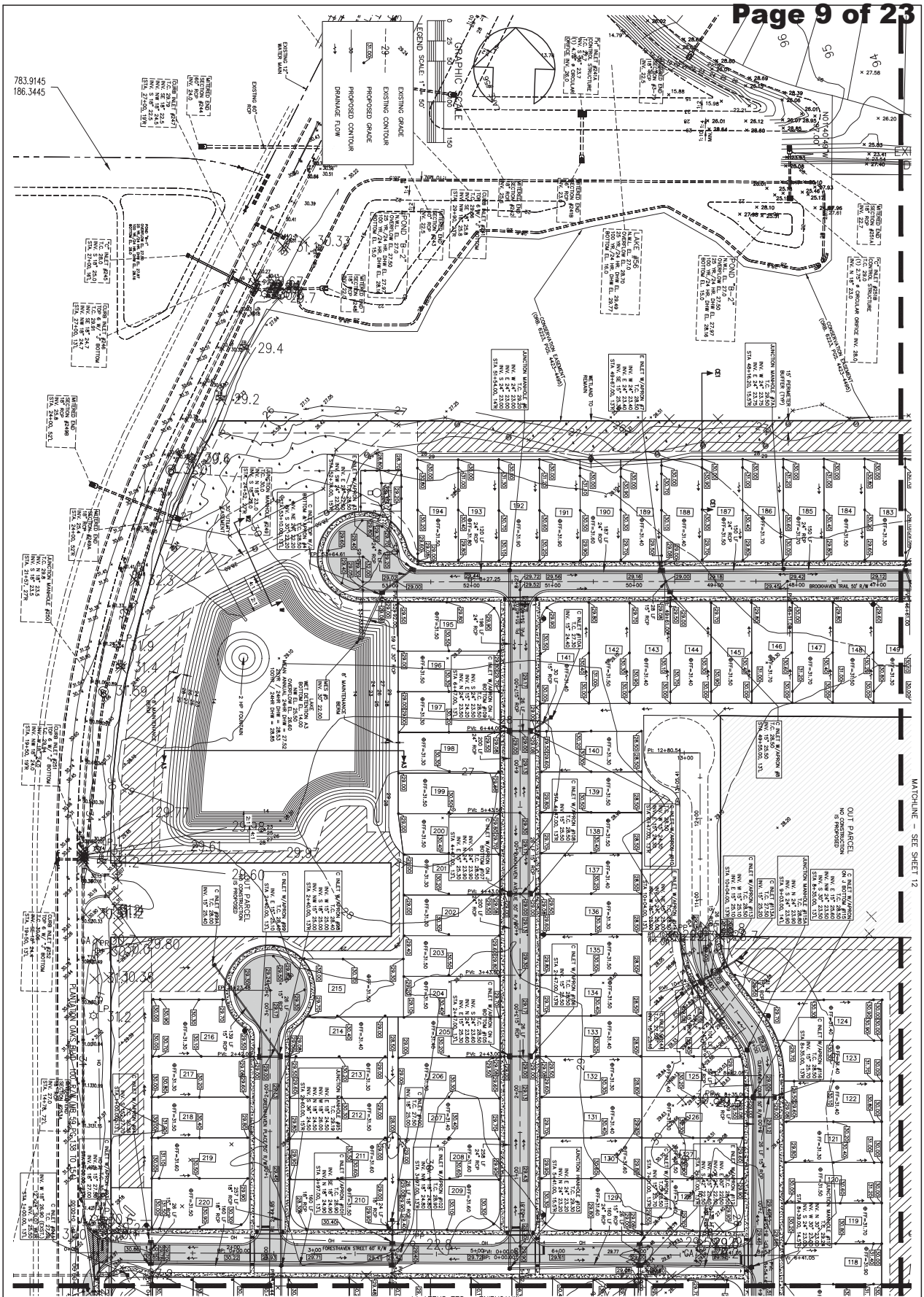

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CIVIL PLAN

SHEET NO. 11

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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NO.	DATE	DESCRIPTION	BY
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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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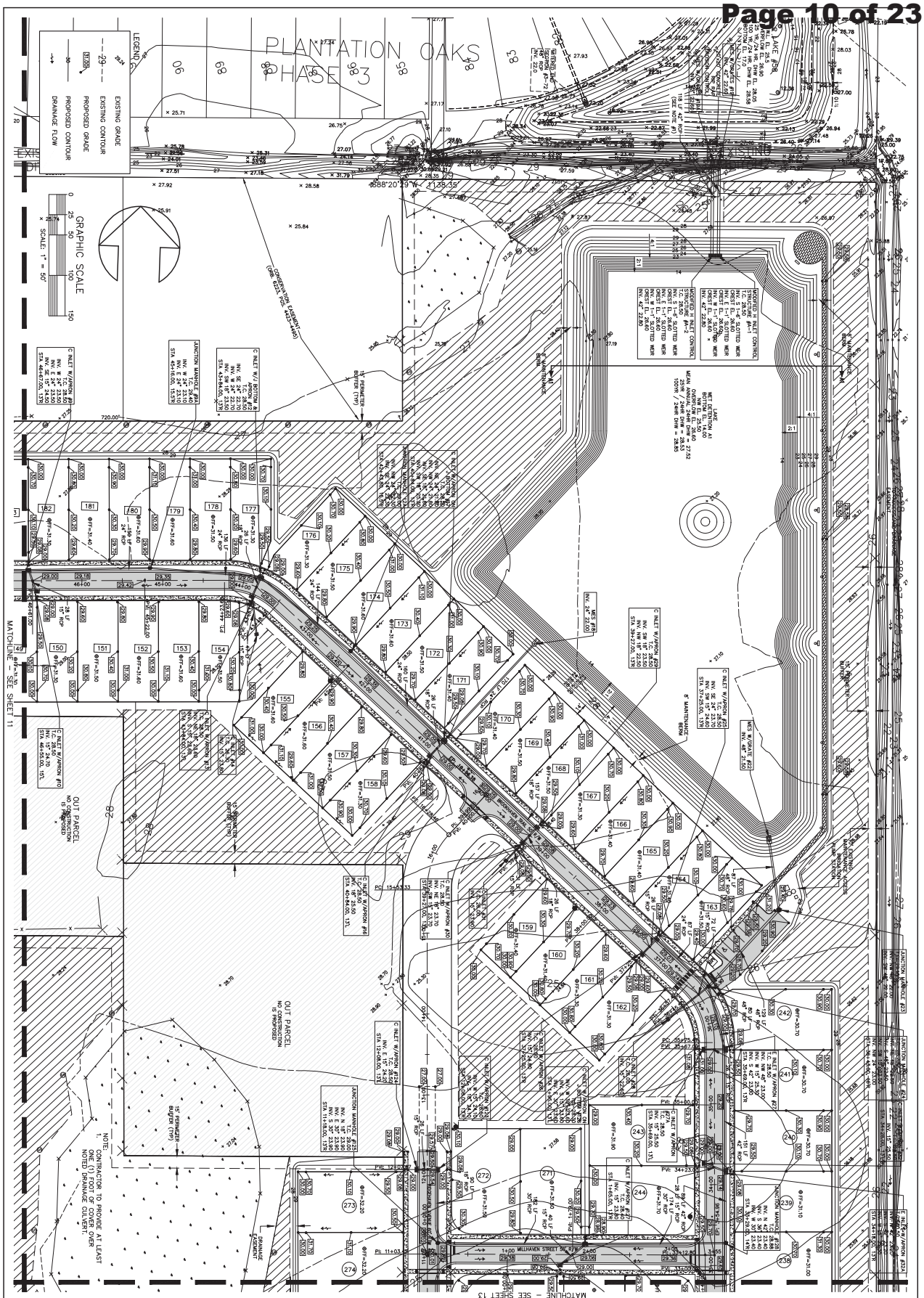

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CIVIL PLAN

12
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
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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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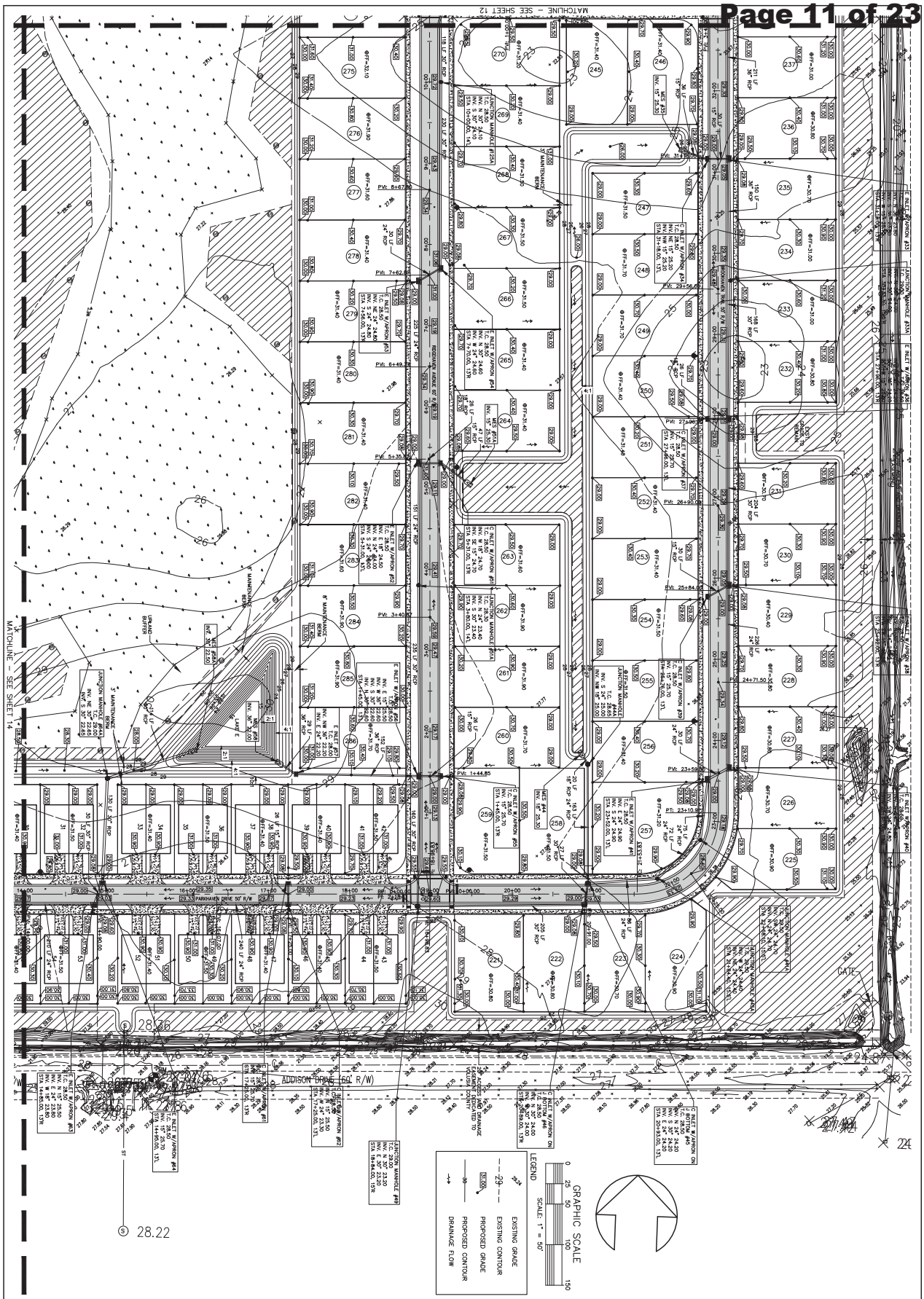

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CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 13

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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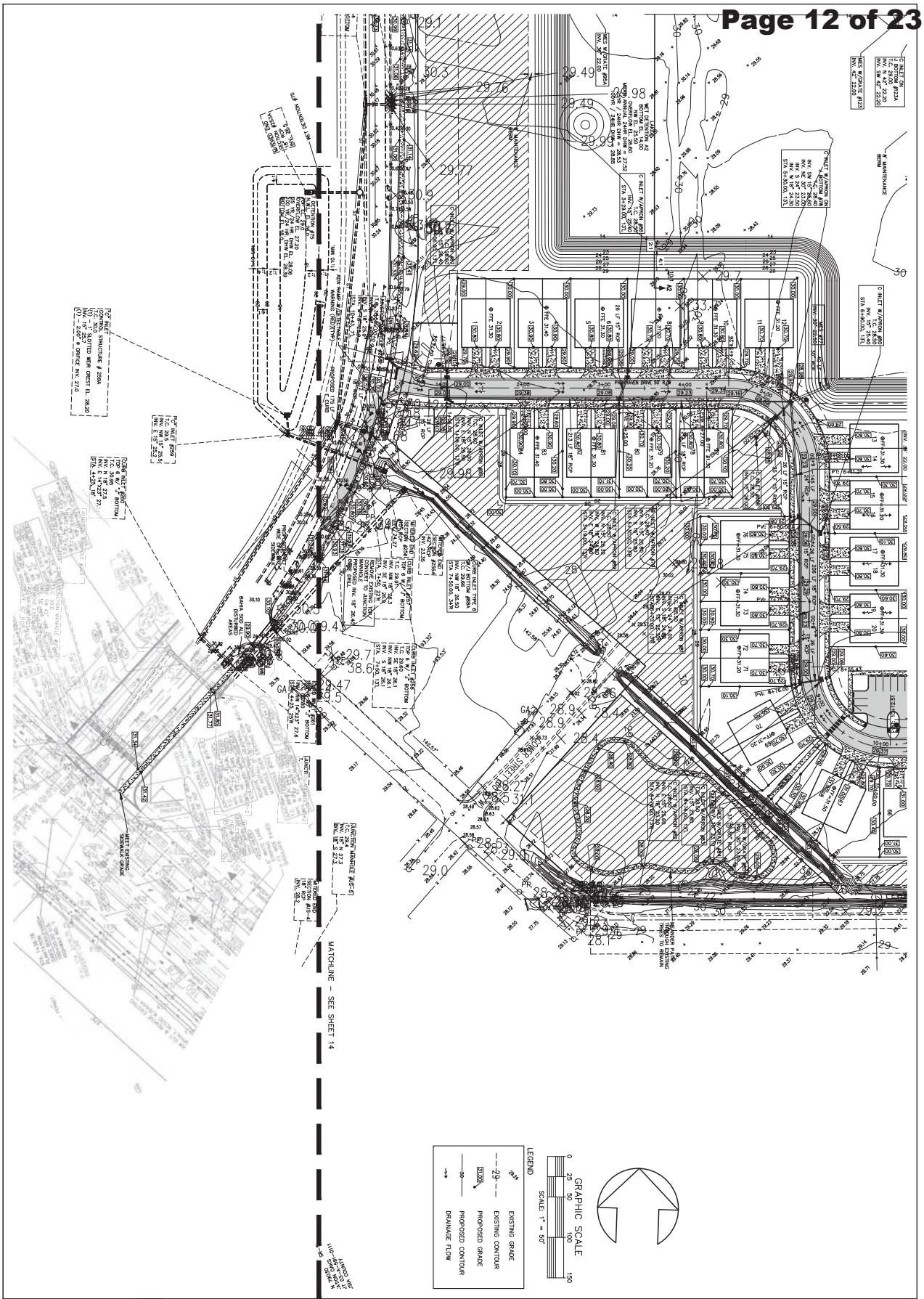

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CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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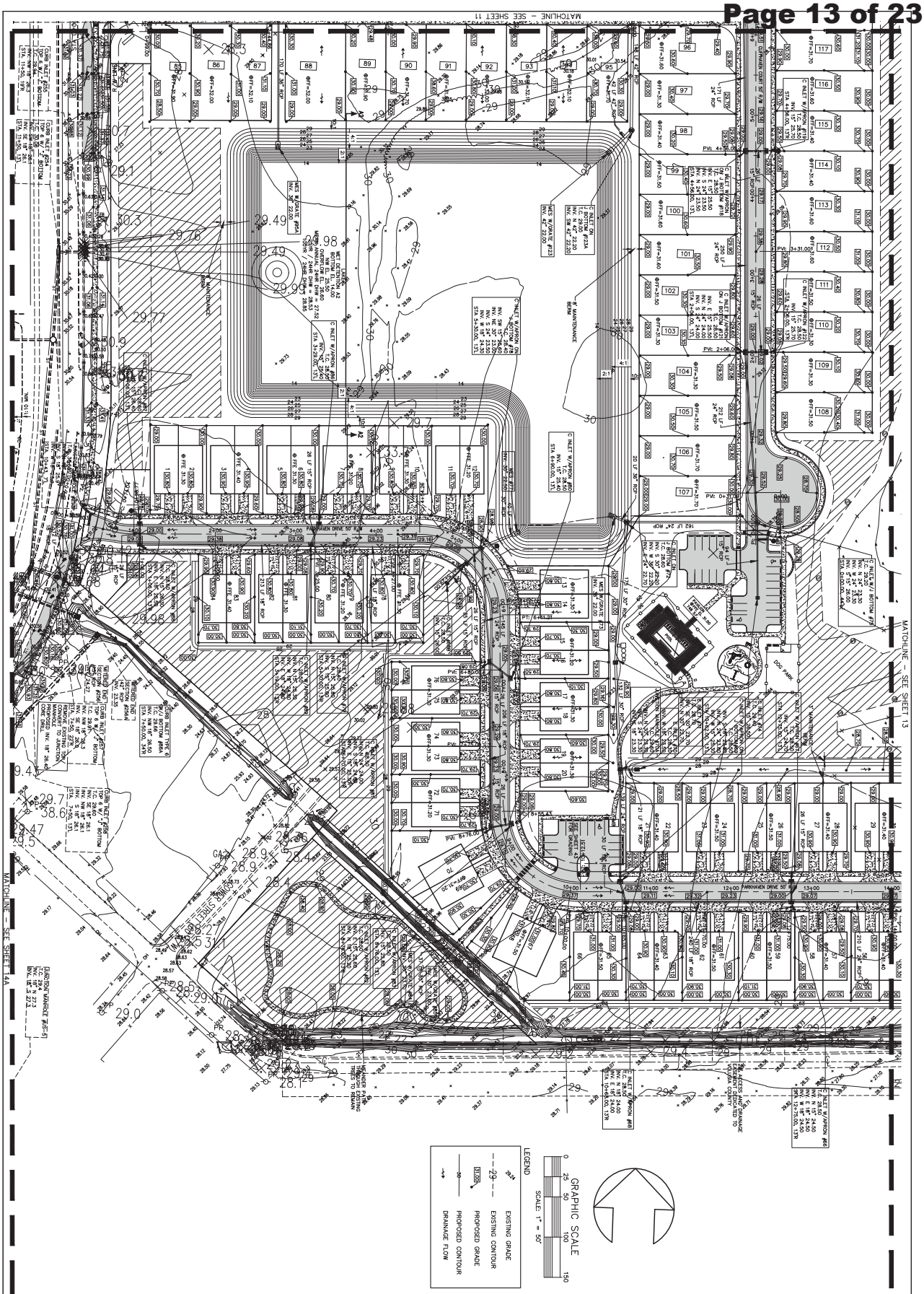

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CIVIL PLAN

14
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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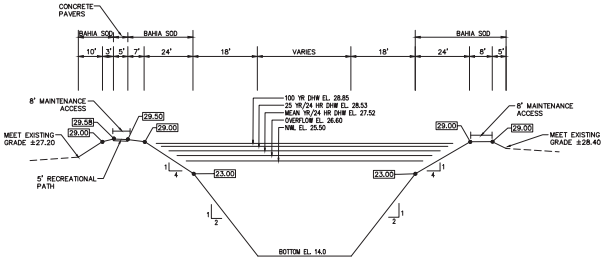
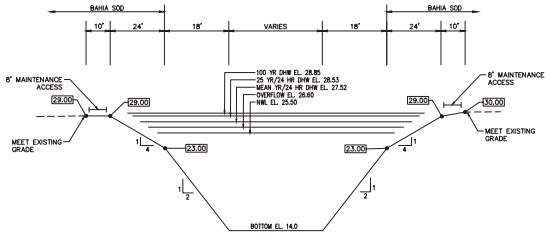
ENTRY SIGN DETAIL

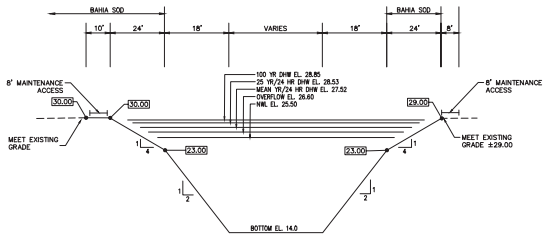
64 SF COPY AREA
ENTRY SIGN TO BE PERMITTED SEPARATELY



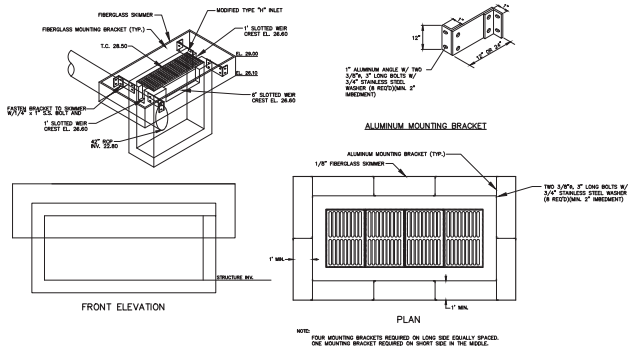
SECTION A1–A1



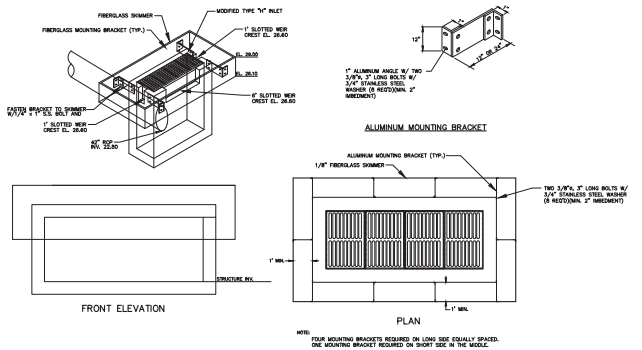
SECTION A2–A2



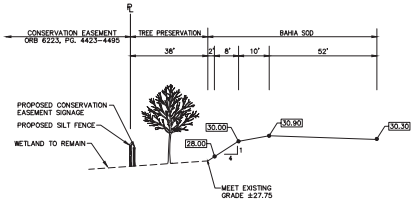
SECTION A3–A3



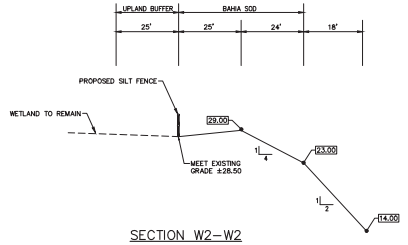
MODIFIED H INLET CONTROL STRUCTURE #A1



MODIFIED H INLET CONTROL STRUCTURE #A2



SECTION CE1–CE1



SECTION W2–W2

NO.	DATE	DESCRIPTION	BY
REVISIONS			
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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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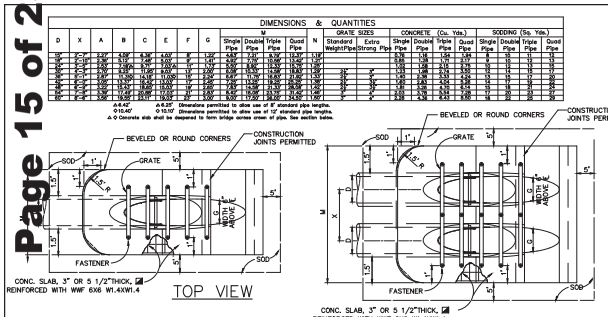
(386) 677-6864 FAX (386) 677-7412 www.mynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

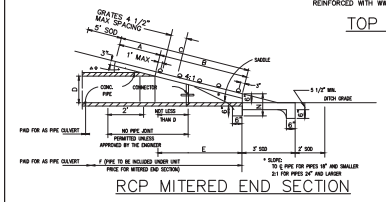
RidgeHaven
ORMOND BEACH + FLORIDA

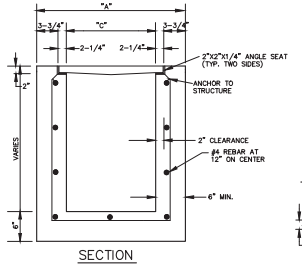
PAVING AND DRAINAGE DETAILS

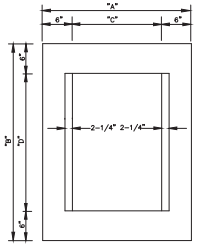
334
SHEET NO.

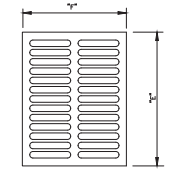
Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70







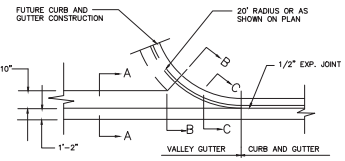


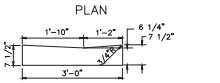


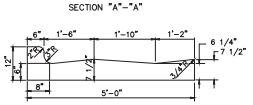


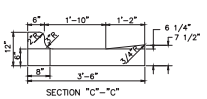
INLET TYPE	DIMENSIONS					
	A	B	C	D	E	F
"C"	3'-4"	4'-5"	2'-0"	3'-1"	3'-0"	2'-4"
"E"	4'-4"	5'-10"	3'-0"	4'-6"	4'-4"	3'-4"

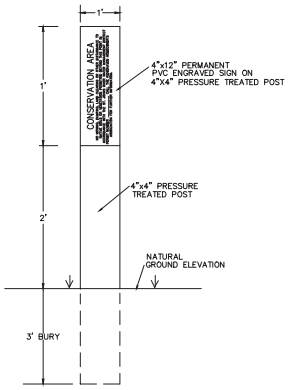
GENERAL NOTES:
1. ALL EXPOSED EDGES AND CORNERS TO BE CHAMFERED 3/4".
2. CAST IRON GRATES TO BE IN ACCORDANCE WITH FLORIDA D.O.T. SPECS.
3. TYPE "E" MODIFIED INLET IS A TYPE "C" TURNED 90° TO RECEIVE R.C.P.'S UP TO 48" DIA. INLETS RECEIVING R.C.P.'S LARGER THAN 48" DIA. SHALL BE IN ACCORDANCE WITH FLORIDA 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.





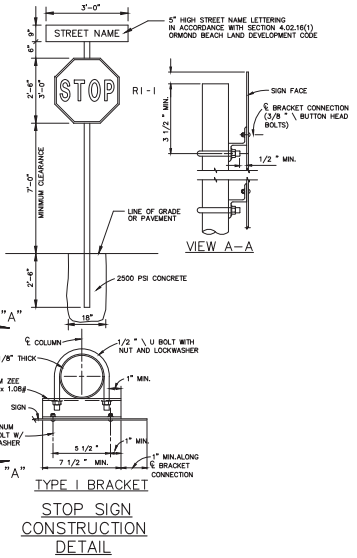


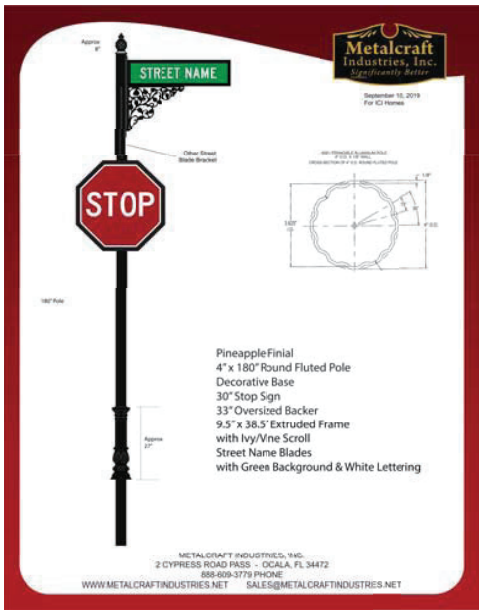


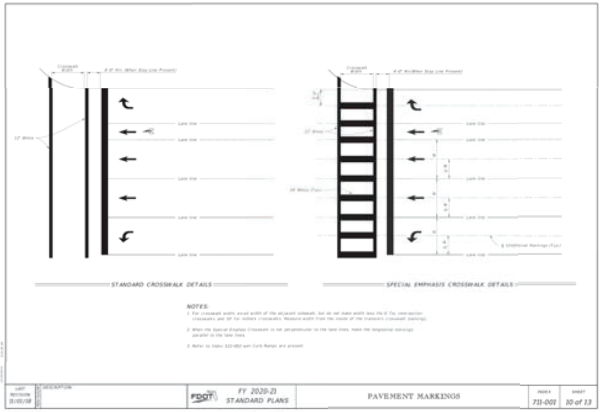


CONSERVATION AREA

NO MOWING, MOWING, LAND CLEARING OR OTHER DISTURBANCE TO NATIVE SOILS OR VEGETATION SHALL BE PERMITTED EXCEPT IN ACCORDANCE WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER 4-127-80254. CALL THE RIDGEHAVEN HOMEOWNER'S ASSOCIATION FOR FURTHER INFORMATION.







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

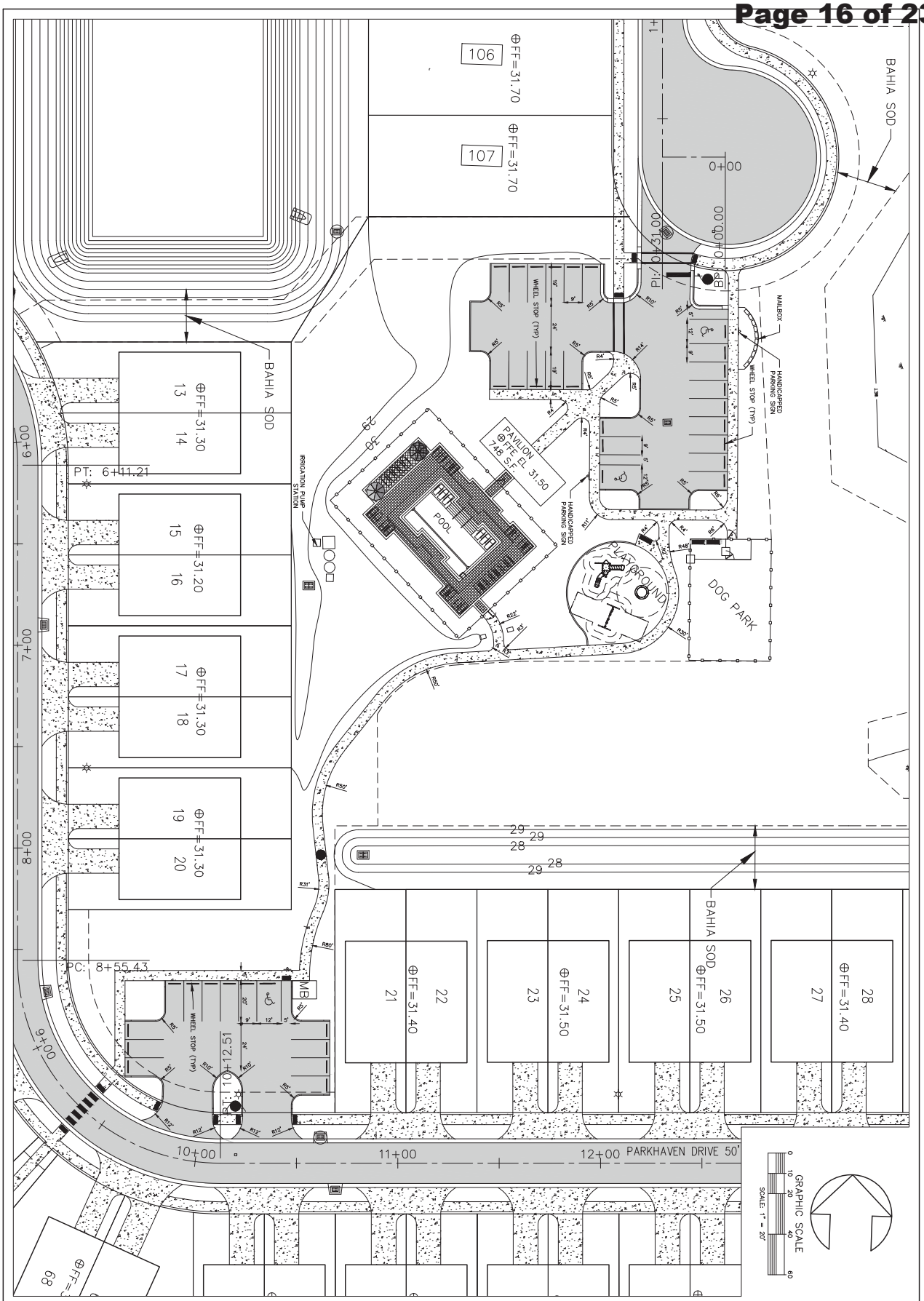
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS + LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE + HOLLY HILL, FLORIDA 32117
(386) 677-6808 FAX (386) 677-6843 www.pmchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

RidgeHaven
ORMOND BEACH • FLORIDA

PAVING AND DRAINAGE DETAILS

33
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



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

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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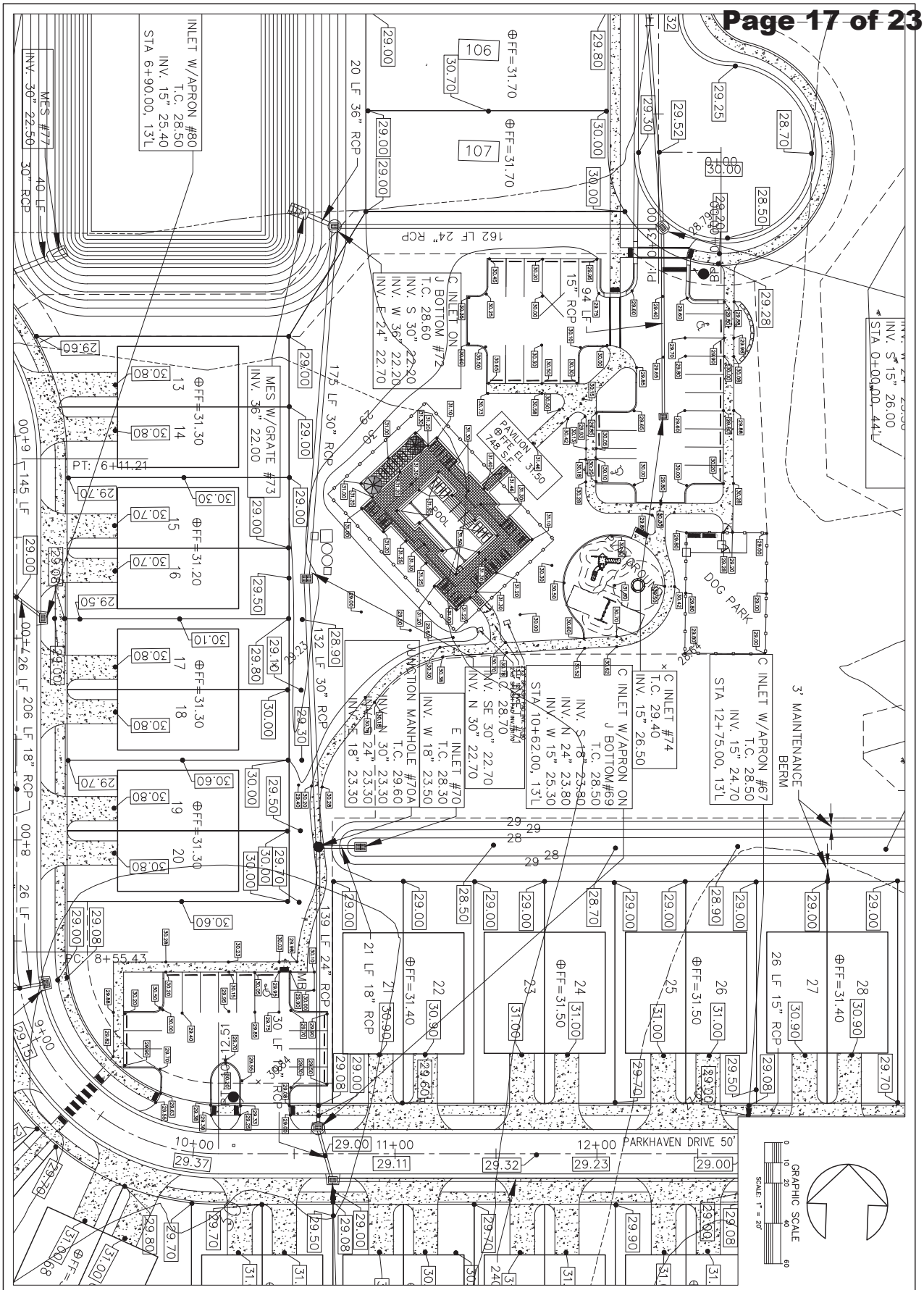

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AMENITY – CIVIL PLAN

43
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70

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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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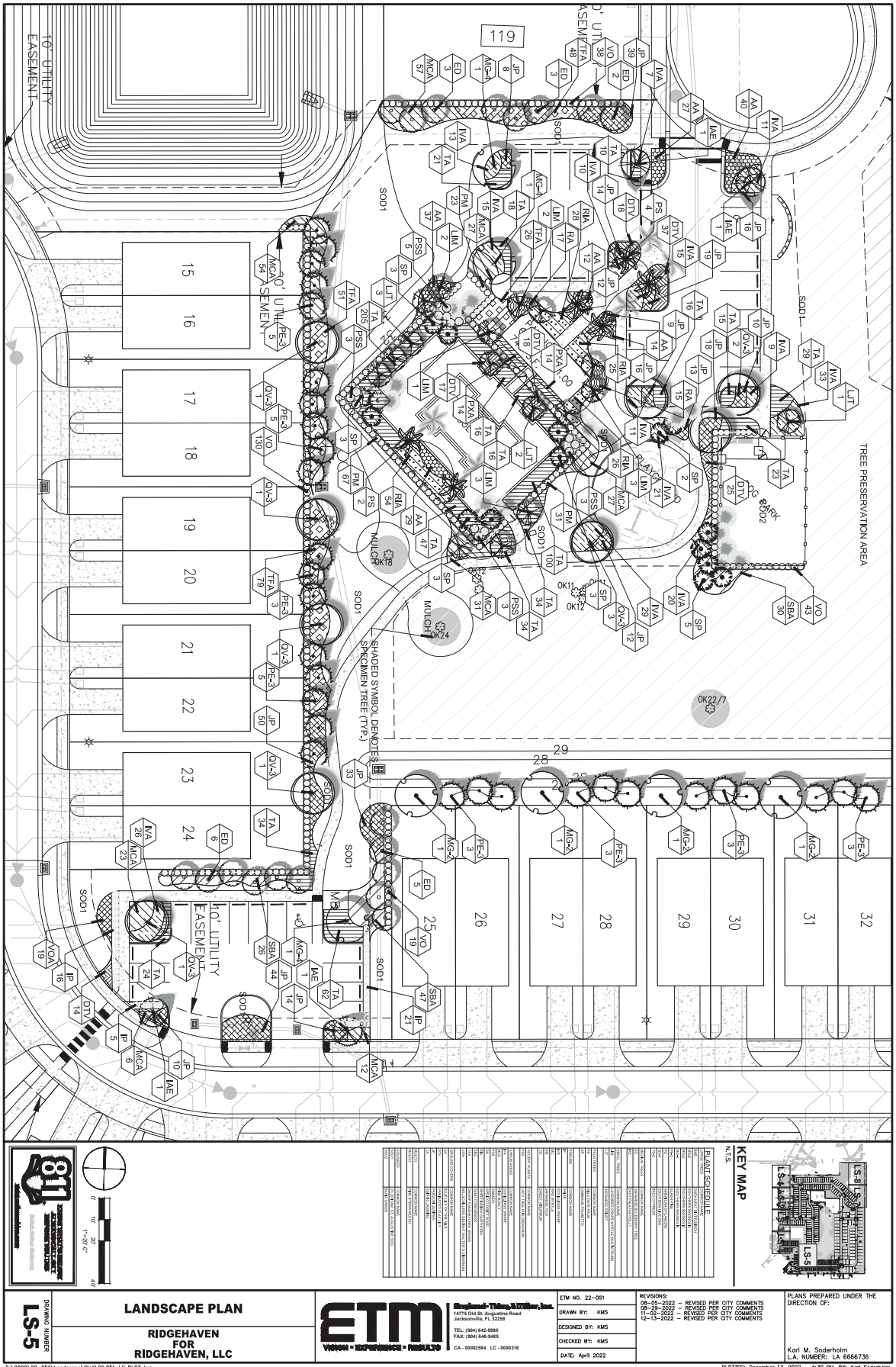
10' UTILITY EASEMENT
TREE PRESERVATION AREA
SHADED SYMBOL DENOTES SPECIMEN TREE (TYP.)
KEY MAP
N.T.S.
PLANT SCHEDULE
LANDSCAPE PLAN
RIDGEHAVEN FOR RIDGEHAVEN, LLC
DRAWING NUMBER LS-5
ETM
VISION • EXPERIENCE • RESULTS
Kingsland-Tilton, Williams, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
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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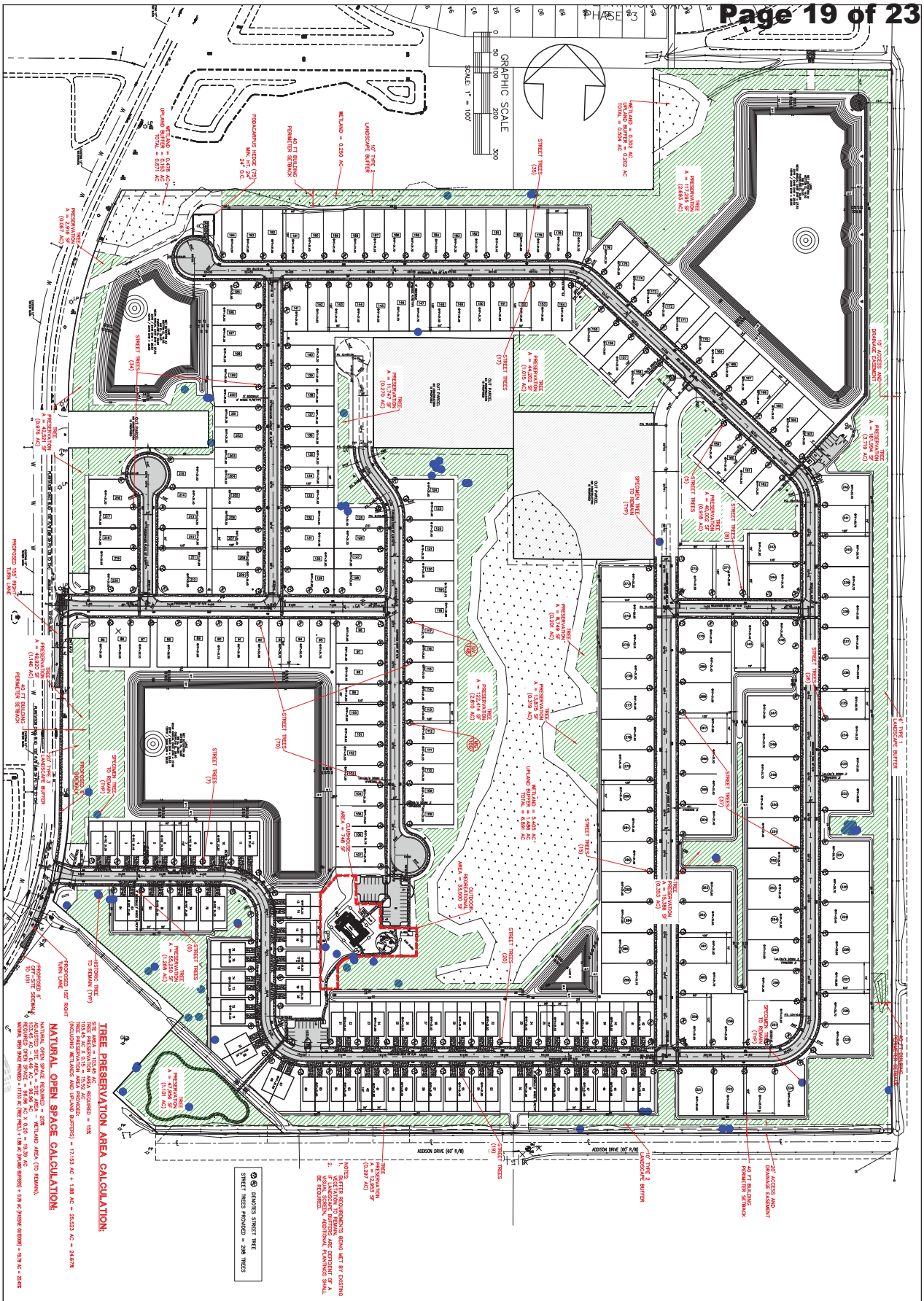
PLOTTED: December 13, 2022 - 4:30 PM, BY: Karl Soderholm



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.
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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
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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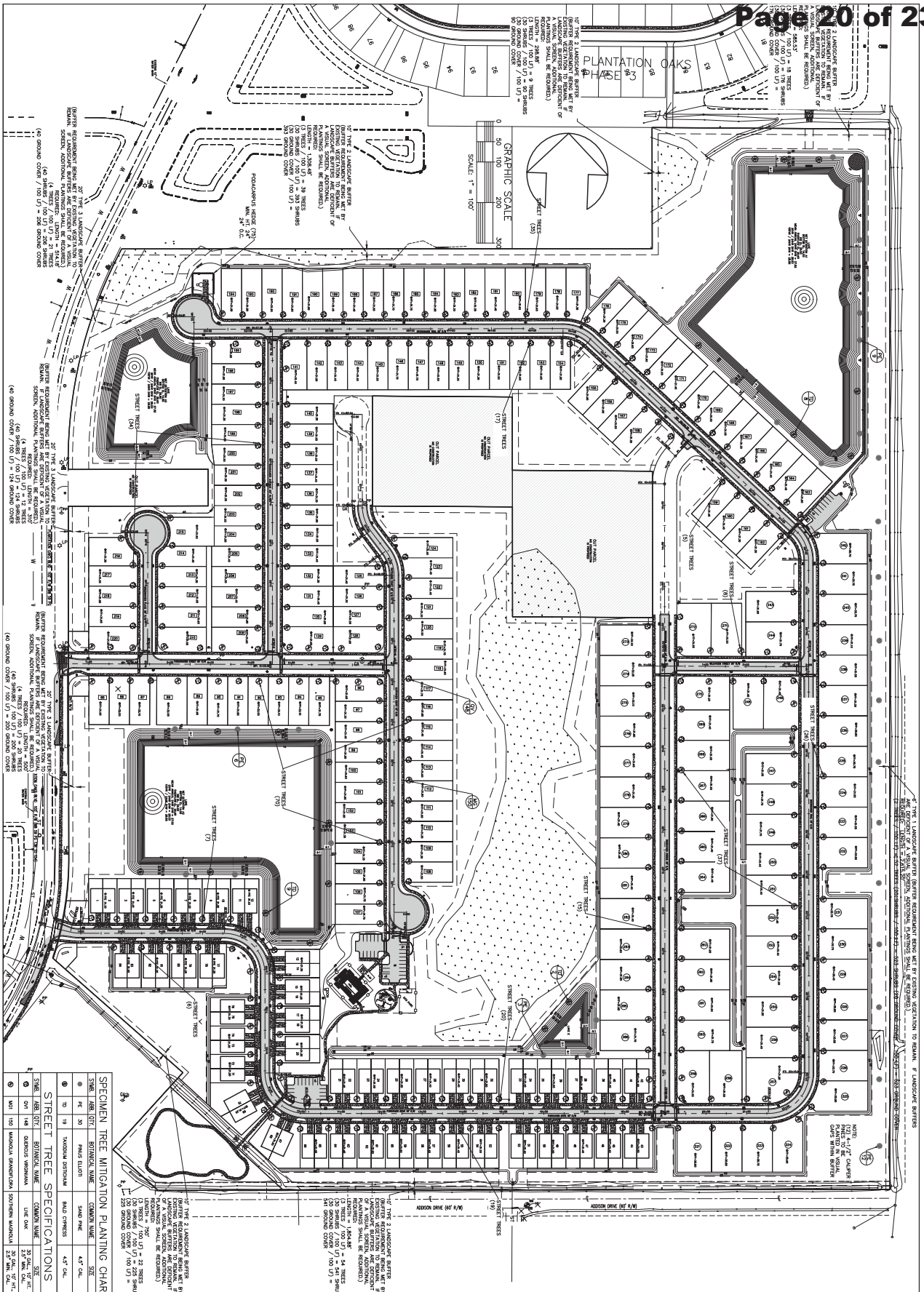

PLANTATION OAKS PHASE 3
GRAPHIC SCALE
SCALE: 1" = 100'
SPECIMEN TREE MITIGATION PLANTING CHART
STREET TREE SPECIFICATIONS
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (60' R/W)
RidgeHaven
ORMOND BEACH * FLORIDA
SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-1
SHEET NO.
Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 100'
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 AUTHORIZATON NUMBER 00003910
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

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:

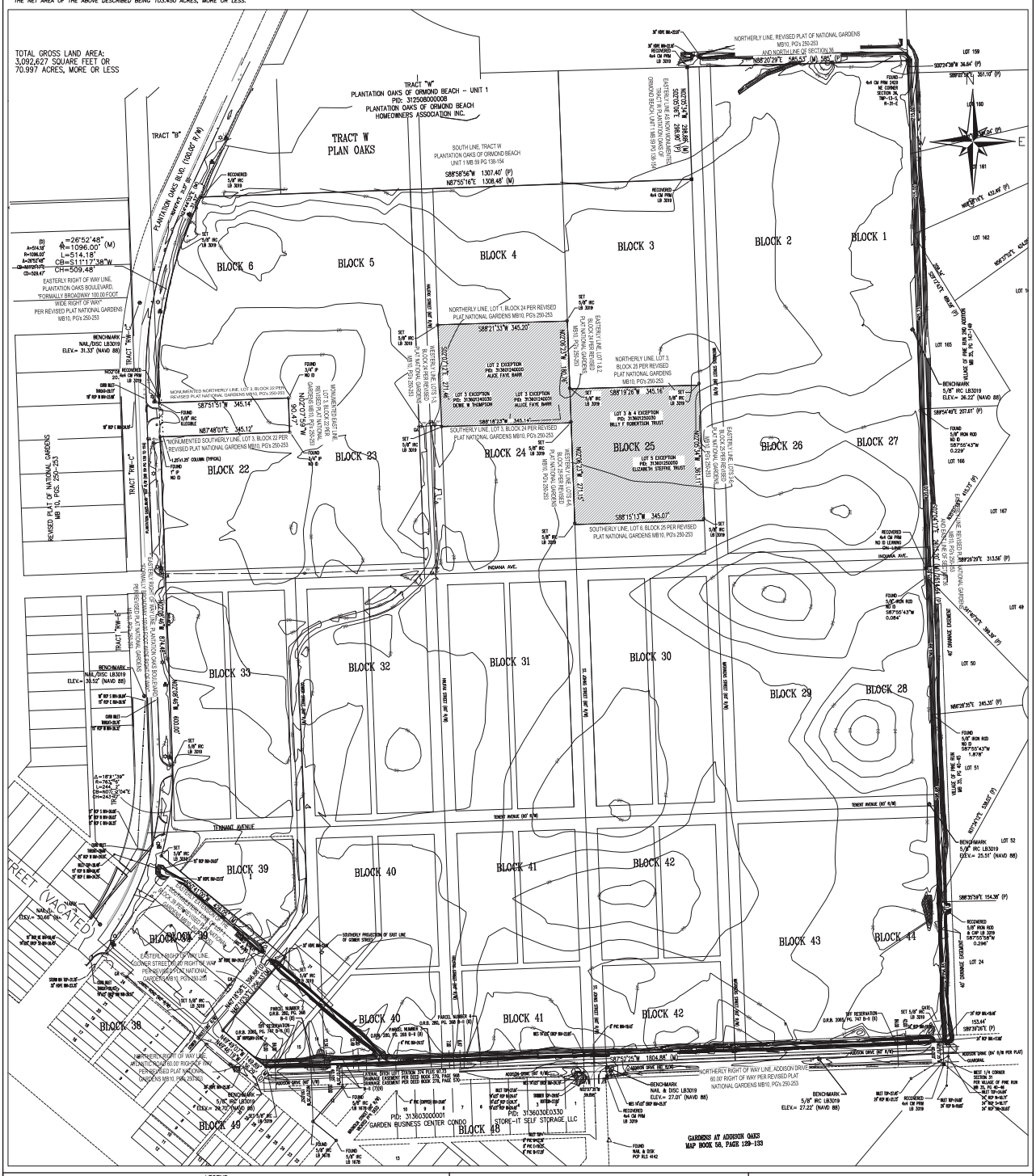
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 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°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 NORTHEAST CORNER OF SAID LOT 3; THENCE N87°55'16"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD, 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)
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"
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
TENANT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W PER PLAT)
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)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS
MB10, PGS 250-253
AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585.7' (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)
EASTERLY LINE AS MONUMENTED
TRACT W
PLANTATION OAKS OF ORMOND BEACH
UNIT 1 MB 59 PG 138-154
S02°05'34"E 298.90' (M)
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'
CD=509.47'
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°21'33"W 345.20'
N02°06'23"W 180.76'
EASTERLY LINE LOT 1 & 2,
BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS
MB10, PGS 250-253
LOT 2 EXCEPTION
PID: 3136012400D0
ALICE FAYE BARR
LOT 1 EXCEPTION
PID: 3136012402D0
ALICE FAYE BARR
LOT 3 EXCEPTION
PID: 3136012403D0
DENISE W THOMPSON
NORTHERLY LINE, LOT 3,
BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS
MB10, PGS 250-253
S88°19'26"E 345.16'
LOT 3 & 4 EXCEPTION
PID: 3136012500D0
BILLY T ROBERTSON TRUST
LOT 5 EXCEPTION
PID: 3136012500D0
ELIZABETH STEVENS, TRUST
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°15'13"W 345.07'
N02°06'23"W 271.15'
EASTERLY LINE LOT 4 & 5,
BLOCK 25 PER REVISED
PLAT NATIONAL GARDENS
MB10, PGS 250-253
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED
PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°18'23"W 345.14'
N02°07'59"W 90.47'
WESTERLY LINE LOT 3,
BLOCK 24 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
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, PGS 250-253
N02°08'46"W 874.48'
WESTERLY LINE LOT 3,
BLOCK 22 PER REVISED
PLAT NATIONAL GARDENS
MB10, PGS 250-253
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
1.25'x1.25' COLUMN (TYPICAL)
FOUND
"P"
NO ID
SET
5/8" IRC
LB 3019
FOUND
5/8" IRC
ILLEGIBLE
RECOVERED
20.4x4 CM PRM
LB 3019
RECOVERED
4x4 CM PRM
LB 3019
RECOVERED
4x4 CM PRM
NO ID LEANING
ON LINE
FOUND
5/8" IRON ROD
NO ID
S87°55'43"W
0.08'
FOUND
5/8" IRON ROD
NO ID
S87°55'43"W
0.29'
FOUND
5/8" IRON ROD
NO ID
S87°55'43"W
1.97'
FOUND
5/8" IRON ROD
NO ID
S87°55'43"W
0.04'
BENCHMARK
NAIL/DISC LB3019
ELEV.= 31.33' (NAVD 88)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 30.52' (NAVD 88)
BENCHMARK
NAIL/DISC LB3019
ELEV.= 30.66' (NAVD 88)
BENCHMARK
5/8" IRC LB3019
ELEV.= 26.72' (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)
BENCHMARK
5/8" IRC LB3019
ELEV.= 26.27' (NAVD 88)
FOUND
NAIL & DISK
PCP RLS 4142
FOUND
NAIL & DISK
LB 1678
FOUND
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5/8" IRC
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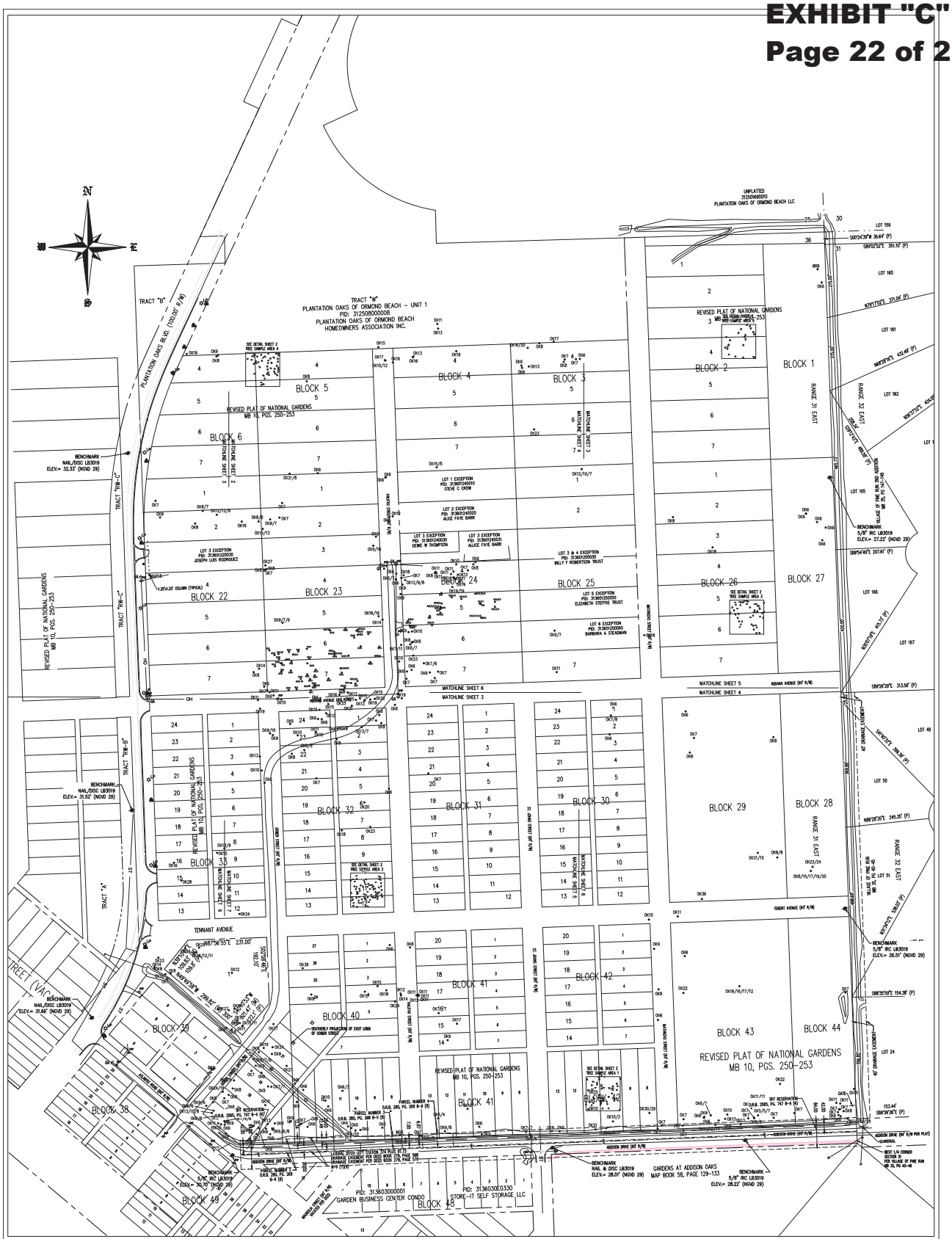
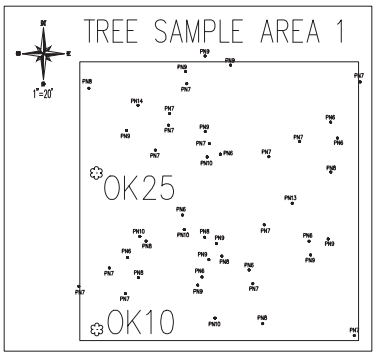
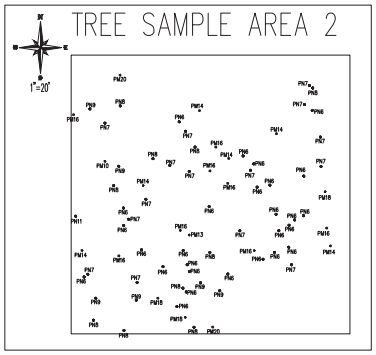
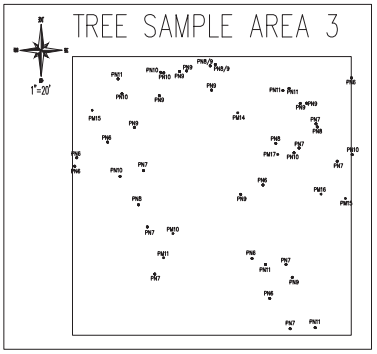
LB 3019

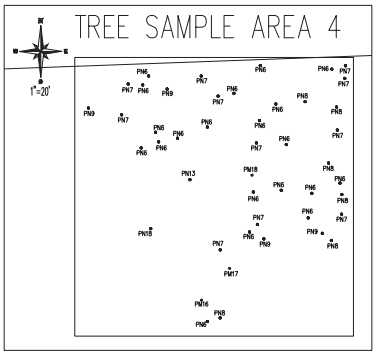

TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "B"
TRACT "TW-C"
TRACT "TW-B"
TRACT "A"
TRACT (VAC)
UNPLATTED
312509000010
PLANTATION OAKS OF ORMOND BEACH LLC
REVISED PLAT OF NATIONAL 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
ROANN AVENUE (66' R/W)
ADDISON DRIVE (66' R/W)
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
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
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°38'39"E 433.49' (P)
N00°37'07"E 434.95'
S89°54'48"E 207.41' (P)
S89°26'29"E 313.56' (P)
S00°42'05"E 394.29' (P)
N89°38'35"E 245.35' (P)
S87°47'21"E 338.05' (P)
S89°25'59"E 154.38' (P)
N87°56'55"E 231.00'
S00°03'05"W 299.92' (M)
S00°03'05"W 299.92' (P)
153.44'
S89°39'26"E (P)
PARCEL NUMBER 3
O.R.B. 3915, PG. 3681 & 4 (R)
PARCEL NUMBER 2
O.R.B. 3915, PG. 3681 & 4 (R)
O.R.B. 2085, PG. 747 & 4 (R)
O.R.B. 2085, PG. 747 & 4 (R)
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: 313601220030
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
.25"x.25" COLUMN (TYPICAL)
LABORE SITION LEFT STATION 374 PLUS 97.70
DRAINAGE EASEMENT PER DEED BOOK 2176, PAGE 688
DRAINAGE EASEMENT PER DEED BOOK 2176, PAGE 722
374 (TYP)
OAKS 24A (R)
8-4 (R)
OAKS 24A (R)
8-4 (R)
OAKS 24A (R)
8-4 (R

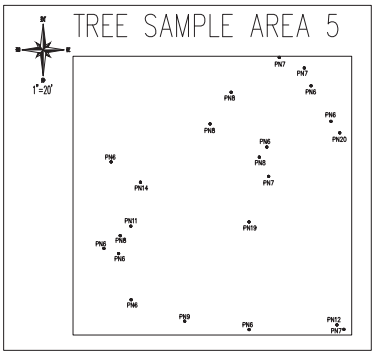
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











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			MH	MANHOLE

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 21, 2024 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-6
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	LDC Amendments, R-4, R-5, and R-6 Zoning Districts (SECOND READING)		
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 5/8/2024 Claire Whitley, Assistant City Manager 5/8/2024 Steven Spraker, Planning Director 5/9/2024 Joyce Shanahan, City Manager 5/9/2024

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:

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Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE:	The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.

B. DIMENSIONAL STANDARDS

~~1.~~ ~~Type~~	~~2.~~ ~~Density (units per acre)~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~				
								~~a.~~ ~~Front~~	~~b.~~ ~~Rear~~	~~c.~~ ~~Side~~	~~d.~~ ~~Street Corner/Corner~~	~~e.~~ ~~Waterbody~~
~~Single-Family~~	~~5.05~~	~~30'~~	~~35%~~	~~75%~~	~~8,625 SF~~	~~75'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Cluster~~	~~6.7~~	~~30'~~	~~35%~~	~~75%~~	~~6,500 SF~~	~~65'~~	~~—~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Patio~~	~~6.89~~	~~30'~~	~~35%~~	~~75%~~	~~6,325 SF~~	~~55'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30' Zero Lot~~
~~Zero Lot Line~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~5,000 SF~~	~~50'~~	~~—~~	~~25'~~	~~20'~~	~~0', 20'~~	~~20'~~	~~30'~~
~~Multi-Family~~	~~12~~	~~30'~~	~~35%~~	~~75%~~	~~43,560 SF~~	~~125'~~	~~—~~	~~25'~~	~~20'~~	~~10'~~	~~20'~~	~~30'~~
~~Duplex~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~10,000 SF~~	~~100'~~	~~—~~	~~30'~~	~~20'~~	~~20'~~	~~20'~~	~~30'~~
~~Townhouse~~	~~6.31~~	~~30'~~	~~35%~~	~~75%~~	~~6,900 SF~~	~~30'~~	~~115'~~	~~25'~~	~~20'~~	~~15'~~	~~20'~~	~~30'~~

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	25’	8’ total 20’	20’	30’
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	25’	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	25’	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	25’	0’, 20’	20’	30’
Multi-Family	12	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	25’	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	25’	20’	20’	30’
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ******no change in existing text******

D. CONDITIONAL USES ******no change in existing text******

E. SPECIAL EXCEPTION USES ******no change in existing text******

F. OTHER STANDARDS ******no change in existing text******

G. PERMITTED ACCESSORY USES: ******no change in existing text******

H. SPECIAL STANDARDS: ******no change in existing text******

SECTION THREE. Section 2-19, R-6, Multifamily Medium-High Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code,* is hereby amended as follows:

[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 21, 2024 - City Commission

Number: 9.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-2
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Woodsprings Suites, Comp Plan Land Use Map Amendment		
Summary:	This is a request submitted by Ridge Land Holdings, LLC, and RCM Properties, LLC, property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 1.33 acres located at Benton Street and Atlantic Road, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-01-34-0140) from “Medium Density Residential” to “Low Intensity Commercial.” 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. The subject property is a total of 2.66 acres with a split land use of “Low Intensity Commercial” for 1.33 acres and “Medium Density Residential” for 1.33 acres. The purpose of the Comprehensive Plan Small Scale Land Use Map amendment is to amend the 1.33 acres of “Medium Density Residential” to “Low Intensity Commercial.” There has been a conceptual site plan submittal for a 4-story hotel of 51,945 square feet with 122 rooms. Based upon the existing split land use and zoning, both this Comprehensive Plan Small Scale Land Use Map amendment and a zoning map amendment would be required. There are also unused alleyways that will require a separate application for right-of-way vacations. The Planning Board reviewed the 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 Small-Scale Comprehensive Plan Land Use Map amendment.		
Financial Impact:	None		

Citizen Impact:	No citizen impact is expected as the result of this request. The area immediately behind the North U.S. corridor is a transition area where a hotel would be an appropriate use.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** of the Small-Scale Comprehensive Plan Land Use Map amendment for approximately 1.33 acres located at Benton Street and Atlantic Road, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140) from "Medium Density Residential" to "Low Intensity Commercial."
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-02 Woodsprings Suites, Comp Plan LUMA (updated dates) (P24-0050G) 2. Exhibit A, Woodsprings Suites Legal Description 3. Exhibit B, WOODSPRINGS_AMEND_FLU 4. 03.14.2024, Woodsprings Suites Comp Plan Amendment, PB Staff Report(8.5X11) 5. 03.14.2024, DRAFT Planning Board minutes, Woodsprings Suites 6. Ordinance Business Impact Estimate 10-01-23 OB Form - Woodsprings Suites
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

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.

WHEREAS, Ridge Land Holdings, LLC, a Florida Limited Liability Company, and RCM Properties, L.L.C., a Florida Limited Liability Company ("Applicants/Property Owners") are the fee simple owners of certain real property consisting of approximately 2.66 acres located along Benton Street, north of Atlantic Road (Volusia County parcel numbers: 3136-01-34-0220, 3136-01-01-0022, and 3136-01-34-0140), which is legally described and depicted in Exhibit "A" ("Property") attached hereto and incorporated herein, and

WHEREAS, the Property has a split Future Land Use Map designation of "Low Intensity Commercial" for 1.33 acres (Volusia County parcel number: 3136-01-34-0140) and "Medium Density Residential" for 1.33 acres (Volusia County parcel numbers: 3136-01-34-0220 and 3136-01-01-0022), and

WHEREAS, the Applicants/Property Owners have submitted an application to amend the City's Comprehensive Land Use Plan *("Comprehensive Plan"*) by changing the Future Land Use Map designation for a portion of the Property described and depicted in Exhibit "A",

from “Medium Density Residential” to “Low Intensity Commercial” for approximately 1.33 acres, as depicted in Exhibit “B” attached hereto and incorporated herein, and

WHEREAS, the Property is located within the Interlocal Service Boundary Agreement (ISBA) area and Policy 9.1.4. of the Future Land Use Element of the *Comprehensive Plan* states within the “Low Intensity Commercial” land use category that the density shall not exceed 8 dwelling units per acre and the maximum FAR shall not exceed 0.50 for retail and 0.55 for all other nonresidential uses, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City’s local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of that portion of real property totaling 1.33± acres, located along Benton Street, north of Atlantic Road (Volusia County parcel numbers: 3136-01-34-0220, and 3136-01-01-0022), as legally described and depicted in Exhibit "A" and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is hereby changed from "Medium Density Residential" to "Low Intensity Commercial" for approximately 1.33 acres, as described and depicted in Exhibit "B".

SECTION THREE. Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan regarding the Interlocal Service Boundary Agreement (ISBA) area is applicable to the Property and states within the "Low Intensity Commercial" land use category

that the density shall not exceed 8 dwelling units per acre and the maximum FAR shall not exceed 0.50 for retail and 0.55 for all other nonresidential uses.

SECTION FOUR. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FIVE. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and to any other person or entity requesting a copy.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (July 5, 2024); provided, however, that if challenged within 30 days after adoption (July 4, 2024), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3

of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 21st day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this 4th day of June, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

From "Medium Density Residential" to "Low Intensity Commercial"

LEGAL DESCRIPTION – Parcel ID: 3136-01-34-0220
(from A1A Survey, Inc. survey – survey date August 16, 2023)

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA THENCE NORTH 87 DEGREES 54 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 150.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UN-NAMED ALLEY; THENCE SOUTH 02 DEGREES 03 MINUTES 18 SECONDS EAST ALONG THE SAID WESTERLY LINE OF ALLEY, A DISTANCE OF 292.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID BLOCK 34 LYING AT THE INTERSECTION OF SAID WESTERLY 15.00 FOOT ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UN-NAMED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 260.02 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENTON STREET; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF BENTON STREET, A DISTANCE OF 62.45 FEET; THENCE NORTH 02 DEGREE 07 MINUTES 45 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENTON STREET, A DISTANCE OF 71.56 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

LEGAL DESCRIPTION – Parcel ID: 3136-01-01-0022
(from A1A Survey, Inc. survey – survey date August 16, 2023)

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8293, PAGE 874, V.C.R., PARCEL 3

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY, RUN THENCE NORTH 87 DEGREES 58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 05'06" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; THENCE SOUTH 87 DEGREES 58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02 DEGREES 05'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 22,513 FEET OR 0.517 ACRES MORE OR LESS.

Existing “Low Intensity Commercial” (LIC)

LEGAL DESCRIPTION – Parcel ID: 3136-01-34-0140
(from A1A Survey, Inc. survey – survey date August 16, 2023)

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8158, PAGE 879, V.C.R.

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15 FOOT ALLEY, RUN THENCE S49 DEGREES 45'19"E ALONG SAID ALLEY FOR A DISTANCE OF 356.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 663.96 FEET, A CENTRAL ANGLE OF 13 DEGREES 16'24", A CHORD BEARING S28 DEGREES 25'17"W, FOR AN ARC DISTANCE OF 153.81 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 60 FOOT RIGHT-OF-WAY; THENCE N49 DEGREES 46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 387.51 FEET TO THE SOUTHEASTERLY LINE OF BENTON STREET AFORESAID; THENCE N40°18'16"E ALONG SAID SOUTHEASTERLY LINE OF BENTON STREET AFORESAID FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LANDLYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 57,701 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

LOCATION MAP



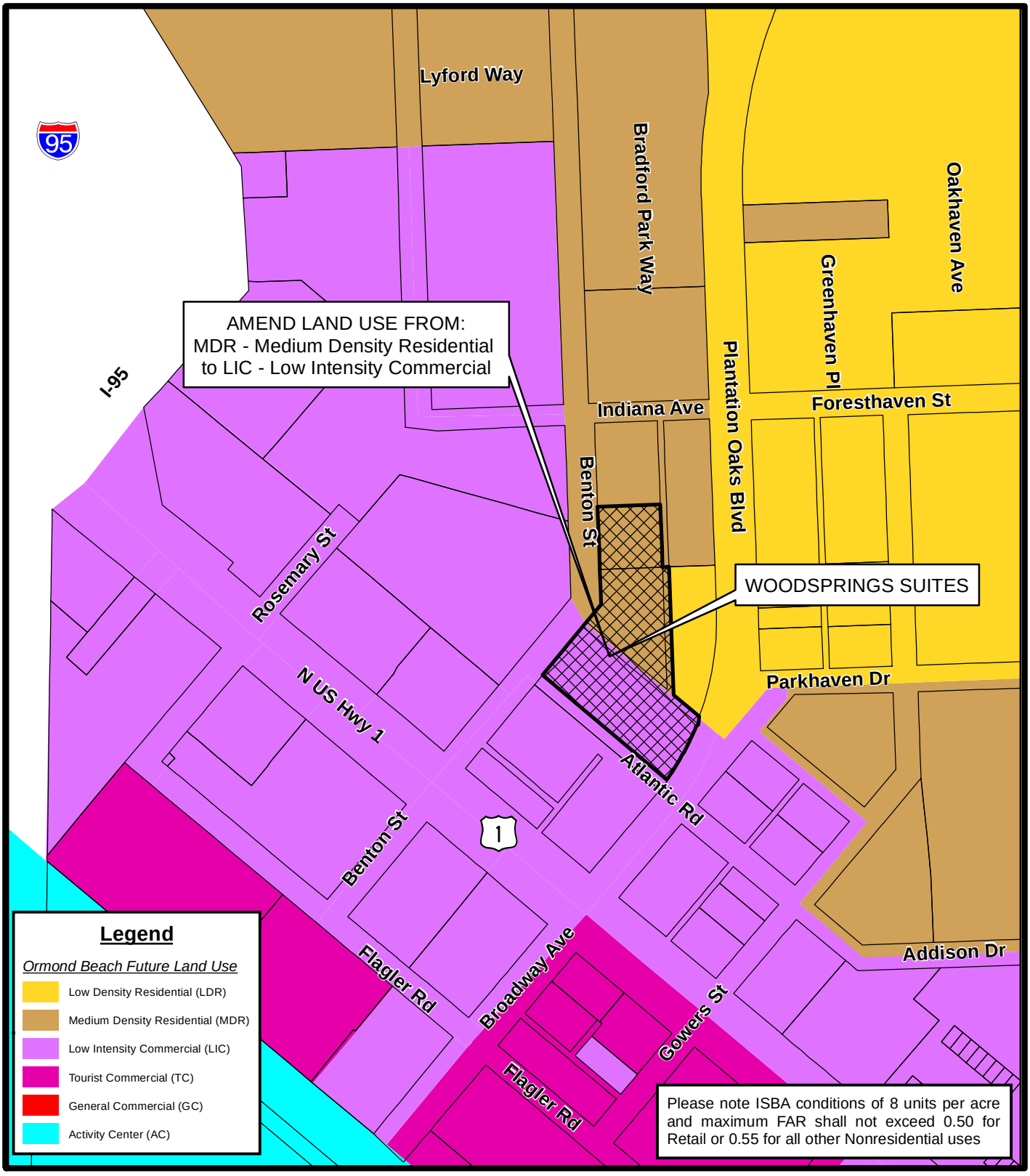
PARCEL ID OF LAND USE CHANGE AREA: 3136-01-34-0220 and 3136-01-01-0022

PARCEL ID OF EXISTING LIC LAND USE 3136-01-34-0140

OWNERS: RIDGE LAND HOLDINGS, LLC & RCM PROPERTIES, LLC

APPLICANTS: RIDGE LAND HOLDINGS, LLC & RCM PROPERTIES, LLC

EXHIBIT "B"



FUTURE LAND USE MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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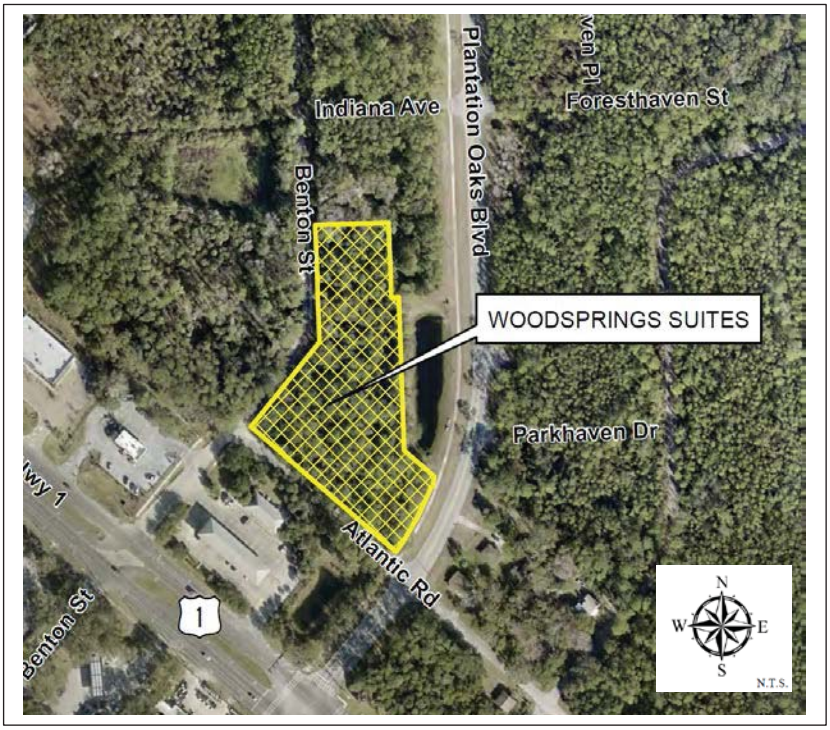
PLANNING BOARD
STAFF REPORT
Woodsprings Suites, Comprehensive Plan Amendment – Land Use Map
Project Number: PZ-2025-015

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (first reading), May 7, 2024 (second reading)
APPLICANT:	Ridge Land Holdings, LLC and RCM Properties, LLC, property owners
LOCATION:	Benton Street and Atlantic Road, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140)
REQUEST:	Small-Scale Comprehensive Plan Land Use Map amendment for an approximately 1.33 acres from "Medium Density Residential" to "Low Intensity Commercial". The property is within the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) area
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 Ridge Land Holdings, LLC, and RCM Properties, LLC, property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 1.33 acres located at Benton Street and Atlantic Avenue, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140) from “Medium Density Residential” to “Low Intensity Commercial”. The property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area that contain 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.

SECTION 2, BACKGROUND:

The subject property is a total of 2.66 acres with a split land use of “Low Intensity Commercial” for 1.33 acres and “Medium Density Residential” for 1.33 acres. The purpose of the Comprehensive Plan Small Scale Land Use Map amendment is to amend the 1.33 acres of “Medium Density Residential” to “Low Intensity Commercial”.

The subject property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The North U.S. Highway 1 Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments;
- Avoid duplicating local services;
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) on August 19, 2014 per Ordinance No. 2014-27. Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation was included that limits density to eight (8) units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

There has been a conceptual site plan submittal for a four-story hotel of 51,945 square feet with 122 rooms. Based upon the existing split land use and zoning, both this Comprehensive Plan Small Scale Land Use Map amendment and a zoning map amendment would be required. There are also unused alleyways that will require a separate application for right-of-way vacations.

Existing Land Use, "Low Intensity Commercial" – 1.33 acres:

The City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of "Low Intensity Commercial" that states the following:

> Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.
>
> Density: Maximum 10 units per acre.
>
> Maximum FAR: 0.6

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations as follows:

- Low Intensity Commercial (LIC): Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.

Existing Land Use, "Medium Density Residential" – 1.33 acres:

The City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of "Medium Density Residential" that states the following:

> Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.
>
> Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.
>
> Maximum FAR: 0.3

Proposed Land Use, ""Low Intensity Commercial" – 2.66 acres:

The City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of "Low Intensity Commercial" that states the following:

> Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.
>
> Density: Maximum 10 units per acre.
>
> Maximum FAR: 0.6

Policy 9.1.4. of the Future Land Use Element of the Comprehensive Plan contains table 4 that provides land use map annotations as follows:

- Low Intensity Commercial (LIC): Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 1: Tentative land use map amendment schedule:

Action	Date
Planning Board	March 14, 2024
City Commission, 1st Reading	April 16, 2024
City Commission, 2nd Reading	May 7, 2023

After City action, the application is required to be submitted to the Volusia County Growth Management Commission (VGMC) to allow review by other Volusia County jurisdictions. The amendment would also be transmitted to the Department of Florida Commerce.

The following public notices have or are required to occur:

EXHIBIT 2: Public Notice:

Public Notice	Date	Notes
Planning Board	On/before February 29, 2024	300' radius
Newspaper advertisement for Planning Board	On/before March 4, 2024	
Abutter letters for City Commission meetings	On/before April 2, 2024	300' radius
Newspaper advertisement for City Commission, 2nd reading	On/before April 26, 2024	

The project information has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/247/Development-Projects and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

SECTION 3, ANALYSIS:

The application seeks an amendment from a commercial land use designation to a commercial land use designation with the goal of constructing a hotel (transient lodging) use.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The Interlocal Service Boundary Agreement area contains both commercial and industrial areas. The change to a commercial use is consistent with the city's Comprehensive Plan. The amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes.

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 2.66± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely for the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3. Whether the land use is an appropriate use of the land.

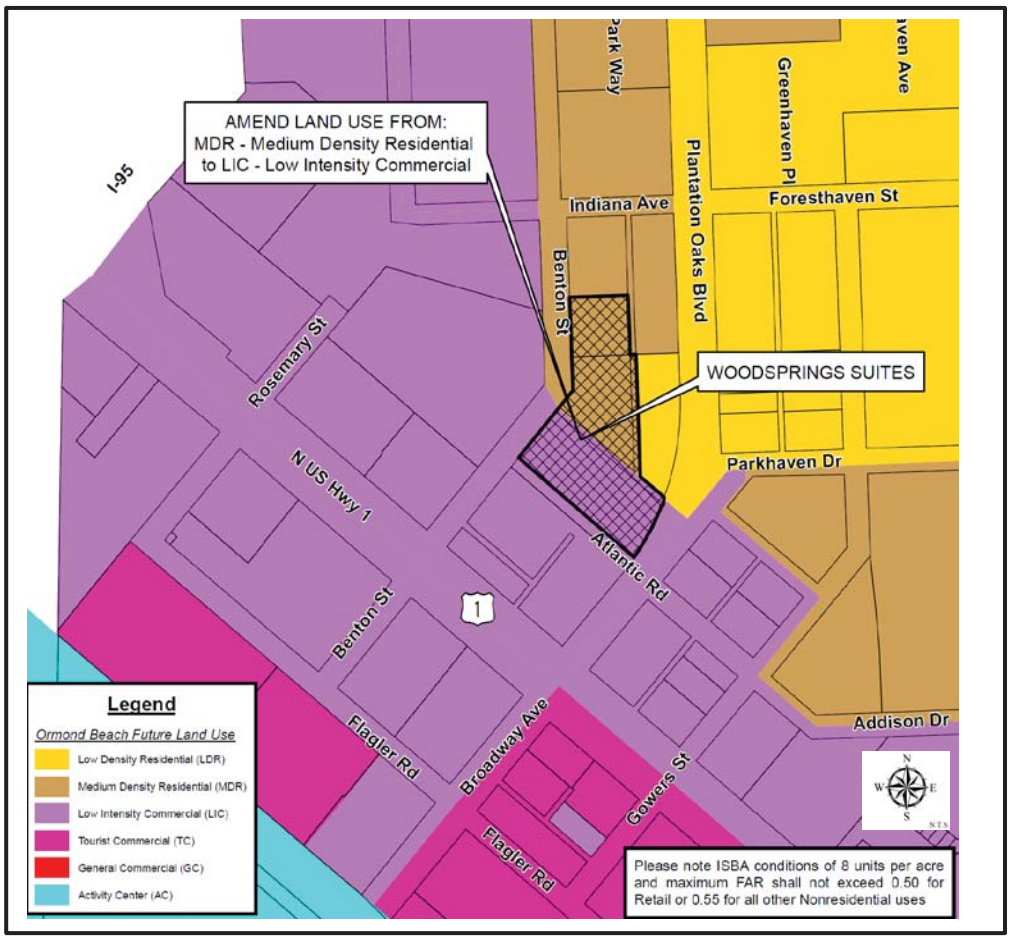
Commercial land use designations exist to the west and east and south across North U.S. Highway 1. The conceptual use of a hotel is consistent with the North U.S. Highway 1 corridor. Additionally, the land area is too far off the North U.S. 1 right-of-way to support a commercial use. The hotel use at four stories would likely be visible to the U.S. 1 corridor without needing the direct frontage other commercial uses would require. The use is also a good transition from the commercial uses along U.S. 1 to the proposed residential uses (duplexes, townhomes, and single-family) further to the north along Plantation Oaks Boulevard.

The adjacent land use designations and zoning classifications are shown in Exhibit 3 and the Existing Future Land Use designations are shown in Exhibit 4 below:

EXHIBIT 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Existing Future Land Use Designation**	**Existing Zoning Classifications**
North	Vacant Residential – Townhomes proposed	“Medium Density Residential”	R-4, Single-Family Cluster & Townhouse
South	RaceTrac gas station & Dunkin Donuts	“Low Intensity Commercial”	B-7, Highway Tourist Commercial
West	Vacant	“Low Intensity Commercial”	B-7, Highway Tourist Commercial
East	Plantation Oaks stormwater pond & RidgeHaven subdivision	“Low Density Residential” & “Medium Density Residential”	PRD, Planned Residential Development

EXHIBIT 4: Existing Future Land Use map for the area:



4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. The impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The analysis is based on 2.66 acres with the existing land use of "Low Intensity Commercial" and "Medium Density Residential" the proposed land use of "Low Intensity Commercial" for the entire parcel.

EXHIBIT 5: Impact analysis:

Property acreage = 2.66 acres		
Allowed entitlements	**Existing LIC & MDR land use**	**Proposed LIC land use**
Maximum density (residential) units per acre*	8	8
Maximum density (residential)	20 units	20 units
Maximum floor area ratio*	0.55 & 0.30	0.55
Maximum building square footage (SF)	49,245 SF	63,728 SF

*Based upon map annotations in the Interlocal Service Boundary Agreement area

The maximum number of residential uses of 20 units would remain unchanged with the land use amendment. The proposed land use would allow a maximum building size of 63,728 square feet.

EXHIBIT 6: Water and Sewer impact analysis:

Existing		
Land Use	**Water (gallons per day)**	**Sewer (gallons per day)**
"Low Intensity Commercial" & "Medium Density Residential"	7,387	6,279
Proposed		
Land Use	**Water (gallons per day)**	**Sewer (gallons per day)**
"Low Intensity Commercial"	9,559	8,125
INCREASE	**+2,172**	**+1,846**

Notes:

- Commercial/Industrial water = (square feet/100) X 15 gallons of water per day
- Commercial/Industrial sewer = Water gallons per day X 85%

The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow for reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for wastewater treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water uses

during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the city's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Traffic:

Below is a theoretical review of traffic impacts.

EXHIBIT 7: Traffic impact analysis:

Existing		
Land Use	**ITE land use category**	**Trip Generation**
"Low Intensity Commercial"	#820, Shopping Center	37.01
"Medium Density Residential"	#565, Day Care	47.62
Total existing land use average daily trips		1,900
Proposed		
Land Use	**ITE land use category**	**Trip Generation**
"Low Intensity Commercial"	#310, Hotel	7.99 per room
Total proposed land use average daily trips		998 (see application)
	NET REDUCTION	**902**

The traffic impacts were performed based upon the known use of the hotel with the project engineer providing a trip generation sheet based on the ITE Trip Generation Manual, 11th Edition. The most intensive use would likely by a retail use, using the trip generation of a Shopping Center (#820). Assuming a 0.50 FAR, the maximum building square footage would be 57,934 resulting in 2,144 average daily trips or an increase of 244 average daily trips in the most intensive scenario.

Traffic capacity exists for the proposed change of the land use from "Medium Density Residential" to "Low Intensity Commercial" for a 1.33-acre portion of the property.

Stormwater Management: The site development of each land development area has designed a stormwater management system.

Solid Waste: Solid waste provision would be addressed at the time of site development.

Schools: The proposed amendment does not increase the residential uses allowed.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities and the proposed amendment would have no impact on the city recreation level of service. Based on a city population of 44,671 acres and a required 13 acres of parkland per 1,000 residents, 580.72 acres of parkland is required. The city is in the process of acquiring 901 Airport Road to add an additional 18.60 acres of parkland.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is not expected to impact surrounding jurisdictions. The property is within the Interlocal Service Boundary Agreement area.

SECTION 4, RECOMMENDATION:

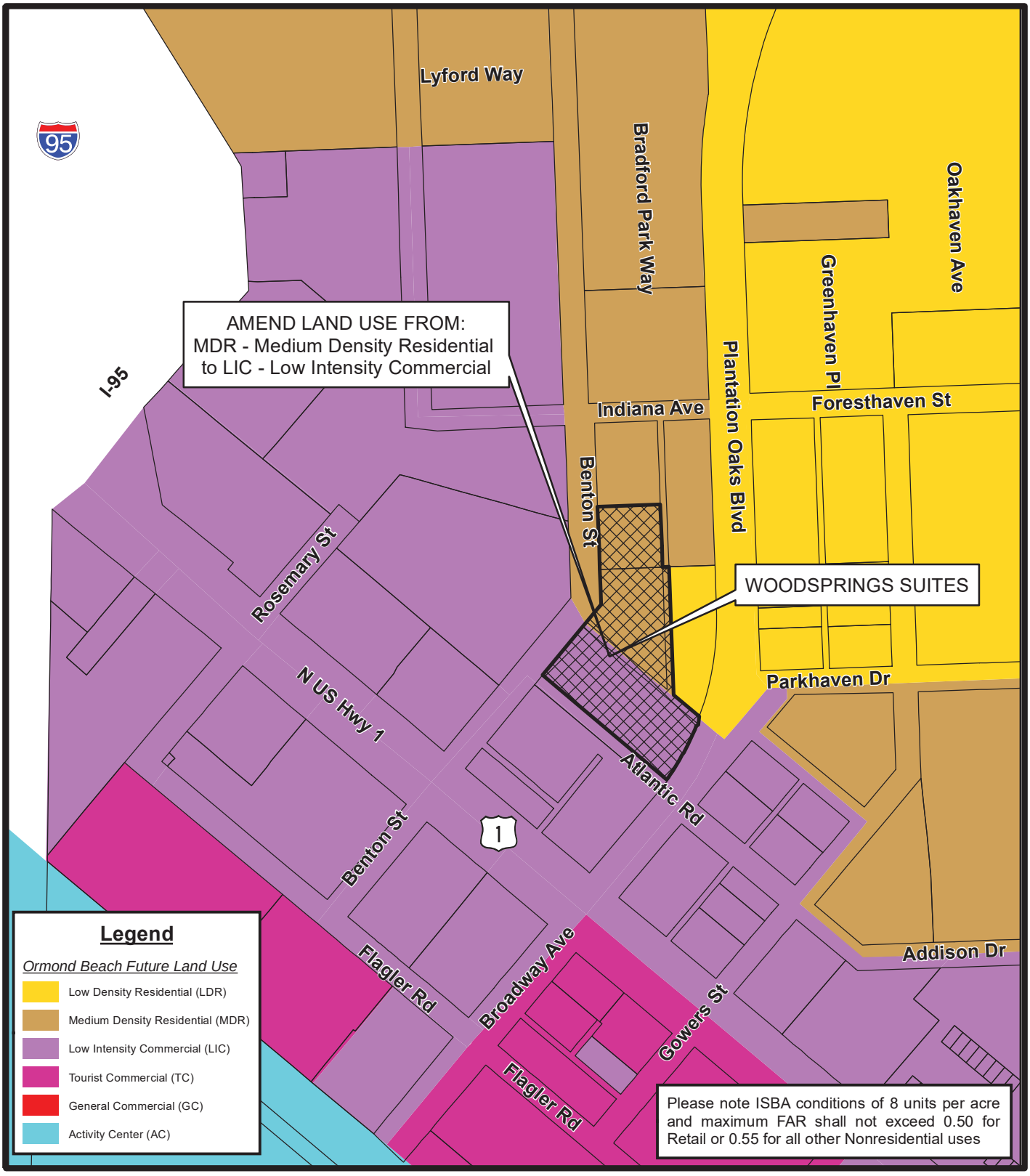
It is recommended that the Planning Board **APPROVE** the Small-Scale Comprehensive Plan Land Use Map amendment for an approximately 1.33 acres located at Benton Street and Atlantic Avenue, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140) from “Medium Density Residential” to “Low Intensity Commercial”.

Attachments:

Attachment 1: Land Use map
Attachment 2: Other maps
Attachment 3: Applicant submitted information

ATTACHMENT 1

Land Use Map



FUTURE LAND USE MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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ATTACHMENT 2

Other maps



AERIAL MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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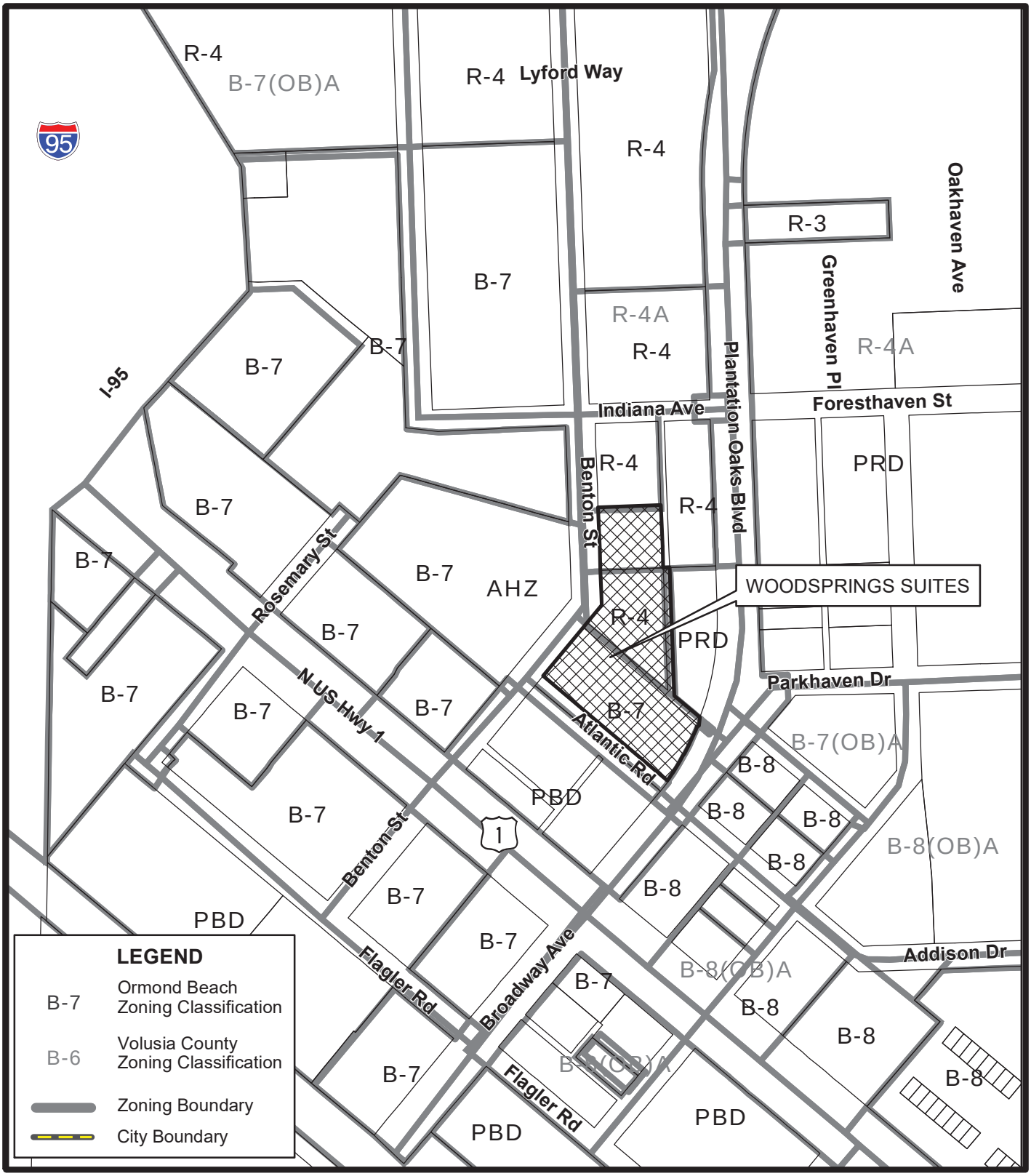

ZONING MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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ATTACHMENT 3

Applicant Submitted Information

WOODSPRINGS SUITES-ORMOND BEACH
DETAILED NARRATIVE

REQUEST STATEMENT

Germana Engineering & Associates, LLC proposes a rezone and small comprehensive plan amendment application on behalf of the property owner, RCM Properties, LLC.

The applicant requests a rezone to a PBD, to allow up to 51,945 square feet (122 rooms) of hotel/motel use with 4 habitable stories. A site plan is provided in the submission documents. The applicant intends to connect the proposed development to existing central potable water and sanitary sewer service.

AMENDED SITE DESCRIPTION

The total project area consists of (3) parcels. Alt Key # 7075971, 2470020, 6814767. The existing alleys will be vacated, and the vacated lands will become part of the subject property. Therefore, the existing alleys need to be included in the rezone and land use amendment. A boundary survey of the subject property and a sketch and description of the alleyways have been included in the supplemental documents. Separate legal descriptions are provided for the survey and sketch and description of the alleyways.

EXISTING AND PROPOSED USES

The existing zoning classification is B-7 (1.33 ± acres) and R-4 (1.33 ± acres). A rezone to PBD is requested to allow for the transient lodging development. The existing future land use is LIC (1.33 ± acres) and MDR (1.33 ± acres). The MDR needs to be amended to allow for transient lodging.

LAND USE COMPATABILITY

The proposed tourist oriented hotel development is located near the highway interchange and the rezone and small scale comprehensive plan amendment should satisfy the general intent of the City of Ormond Beach comprehensive plan. The development will have appropriate buffers to adjacent lands as specified in the land development code.

The proposed use, hotel/motel, is appropriate at the proposed location and is compatible with existing and planned uses in the surrounding area. The project will provide sufficient access to support the proposed development intensity.

The intended development will not have an adverse impact on surrounding land uses.

SERVICES AND FACILITIES

POTABLE WATER

An existing 8” water main stub is available for connection southwest of Atlantic Road. A utility availability letter is included in the supplemental documents to illustrate capacity of available for the proposed hotel use.

WOODSPRINGS SUITES-ORMOND BEACH
DETAILED NARRATIVE

SANITARY SEWER

An existing 4" sanitary sewer force main stub is available for connection southwest of Atlantic Road. A utility availability letter is included in the supplemental documents to illustrate capacity is available for the proposed hotel use.

DRAINAGE

The proposed project will provide underground stormwater chambers to meet state water quality and water quantity standards. The stormwater system will meet all applicable elements of the City of Ormond Beach land development code.

SOLID WASTE

The solid waste demand will be consistent with other commercial establishments and the City of Ormond Beach land development code. The proposed development will maintain the level of service.

TRAFFIC

A traffic impact statement has been provided in the supplemental documents. The proposed hotel use will meet the objectives and policies of the City of Ormond Beach comprehensive plan.

MASS TRANSIT

An existing mass transit facility, US1 & I95, is located near the intersection of Flagler Road and US1. No proposed facilities for development of this project.

NATURAL AND HISTORIC RESOURCES

The project site is not listed on the national register of historic places or locally designated historic sites. The project site is not listed on the Florida Master File. No wetlands or outstanding water bodies. No endangered, threatened, or special concern species exist.

CITY OF ORMOND BEACH COMPREHENSIVE PLAN CONSISTENCY

The proposed development will be consistent with the goals, objective, and policies of the City of Ormond Beach comprehensive plan.

#

WOODSPRINGS SUITES-ORMOND BEACH
DETAILED NARRATIVE

PERMITTED USES

Adult Day Care Center
Assisted Living Facility
Business/Professional Office
Business Service
Clubs and Fraternal Organization
Community Residential Home
Convenience Store, Type “A”
Cosmetic tattooing
Dwelling, Duplex
Dwelling, Single-family, Detached
Financial Institution
Funeral home
Hospital
Instructional physical activity
Medical Research Laboratory
Medical Supply/Rental
Mixed Use Development
Nursing Home
Retail Sales and Service
Pharmacy
School, Public
Sexually Oriented Businesses
Transient Lodging
Veterinarian

GERMANA ENGINEERING AND ASSOCIATES, LLC

1120 W. Minneola Avenue
Clermont, Florida 34711
Phone: 352-242-9329
Engineering Firm Registry # 29279

TRAFFIC IMPACT STATEMENT

As shown within the attached site plan, the proposed Woodsprings Suites hotel is located within the City of Ormond Beach. The proposed project consists of a 51,945 square foot (4 story) hotel with 122 rooms.

Trip generation potential for the proposed development was calculated based upon equations contained in the ITE Trip Generation Manual, 11th Edition. Based on land use code, 310, for a hotel with 122 rooms, **Table 1** identifies the projected trip generation for this project. No internal capture or pass-by was assumed in the trip generation calculations.

The proposed development has the potential to generate 998 daily trips, 73 PM peak hour trips, 37 entering, and 36 exiting. **Table 1** illustrates the trip generation calculations for the site.

Table 1: Trip Generation Summary

LAND USE	ITE CODE	ROOMS	DAILY	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
Hotel	310	122	998	38	27	65	37	36	73

Sources: ITE Trip Generation Manual, 11th Edition

If you have any questions or need additional information, please do not hesitate to contact me at cgermana@germanaenginering.com or at (352) 242-9329.

GERMANA ENGINEERING AND ASSOCIATES, LLC.

Christopher M. Germana, P.E. (FL)
Manager

BENTON STREET
ORMOND BEACH, FLORIDA

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8158, PAGE 879, V.C.R.

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15 FOOT ALLEY; RUN THENCE S40 DEGREES 45'18"E ALONG SAID ALLEY FOR A DISTANCE OF 356.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 663.96 FEET, A CENTRAL ANGLE OF 13 DEGREES 16'24", A CHORD BEARING S28 DEGREES 25'17"W, FOR AN ARC DISTANCE OF 153.80 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 60 FOOT RIGHT-OF-WAY; THENCE N49 DEGREES 46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 397.51 FEET TO THE SOUTHEASTERLY LINE OF BENTON STREET AFORESAID; THENCE N40°48'16"E ALONG SAID SOUTHEASTERLY LINE OF BENTON STREET AFORESAID FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LANDLYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 57,701 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8285, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8285, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 54 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 150.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 03 MINUTES 18 SECONDS EAST ALONG THE SAID WESTERLY LINE OF ALLEY, A DISTANCE OF 292.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID BLOCK 34 LYING AT THE INTERSECTION OF SAID WESTERLY 15.00 FOOT ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UNNAMED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 260.02 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENTON STREET; THENCE NORTH 40 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF BENTON STREET, A DISTANCE OF 62.45 FEET; THENCE NORTH 02 DEGREE 07 MINUTES 45 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENTON STREET, A DISTANCE OF 71.56 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8295, PAGE 874, V.C.R., PARCEL 3

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY; RUN THENCE NORTH 87 DEGREES 58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 03'06" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25, BLOCK 34 OF SAID NATIONAL GARDENS; THENCE SOUTH 87 DEGREES 58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02 DEGREES 03'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 22,513 FEET OR 0.517 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

PORTION OF BLOCK 34, NATIONAL GARDENS REVISED, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER LOT 21, BLOCK 34, NATIONAL GARDENS REVISED, MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY FOR BENTON STREET, A 60 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 40 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 TO THE SOUTHWEST CORNER OF LOT 23, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 23, SOUTH 49 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 260.04 TO THE SOUTHWEST CORNER OF SAID LOT 22, BLOCK 34; THENCE NORTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, A DISTANCE OF 44.07 FEET TO THE NORTHEASTERLY CORNER OF LOT 24, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID CORNER OF LOT 24, BLOCK 34 AND OVER AND ACROSS A UNOPEN 15.00 ALLEY, AS SHOWN ON SAID NATIONAL GARDENS REVISED, NORTH 87 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 15.19 FEET (DEED 15.00) TO THE NORTHWESTERLY CORNER OF LOT 8, BLOCK 34; THENCE SOUTH 02 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 69.14 FEET TO THE SOUTHWESTERLY CORNER OF LOT 13, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 34 ALSO BEING A POINT ON THE UNOPEN 15.00 FOOT ALLEY WAY; THENCE ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 34 THENCE SOUTH 49 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 80.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PLANTATION OAKS BOULEVARD, A 100 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT ALSO BEING A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A DELTAOF 01 DEGREE 15 MINUTES 38 SECONDS, A RADIUS OF 715.23 FEET, THENCE ALONG SAID CURVE OF RIGHT-OF-WAY , A DISTANCE OF 15.74 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY LOT LINE OF LOT 14 NORTH 49 DEGREES 35 MINUTES 05 SECONDS WEST, A DISTANCE OF 389.05 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 34 OF SAID NATIONAL GARDENS REVISED AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 11,192 SQUARE FEET OR 0.279 ACRES MORE OR LESS.

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 1 (ONE) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 9 P.B. 10/250	Y	PLOTS AS SHOWN
No. 10 489-29 7/45/11	Y	PLOTS AS SHOWN
No. 11 O.R.B. 5411/3097	Y	PLOTS AS SHOWN
No. 12 O.R.B. 5411/3357	Y	PLOTS AS SHOWN
No. 13 O.R.B. 7476/47	Y	PLOTS AS SHOWN
No. 14 O.R.B. 7852/1759	Y	PLOTS AS SHOWN EXHIBIT "A"
No. 15 2018-196 7852/1741	N	NOTHING TO PLOT

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 2 (TWO) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 17 P.B. 10/250	Y	PLOTS AS SHOWN
No. 18 2018-196 7852/1741	N	NOTHING TO PLOT
No. 19 O.R.B. 7852/1759	Y	PLOTS AS SHOWN EXHIBIT "A"

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 3 (THREE) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 21 O.R.B. 8217/1844	Y	NOTING TO PLOT
O.R.B. 8293/978	Y	NOTHING TO PLOT
O.R.B. 8293/995	Y	NOTHING TO PLOT
No. 22 P.B. 10/250	Y	PLOTS AS SHOWN
No. 23 O.R. 315/525	N	NOTHING TO PLOT
No. 24 O.R.B. 7476/47	N	DOES NOT PLOT
No. 25 O.R.B. 7488/1948	N	DOES NOT PLOT
No. 26 O.R.B. 8293/980	N	DOES NOT PLOT

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 40° 12' 04" E) ALONG THE EAST LINE OF LOT 21, BLOCK 34, FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION PROVIDED BY CLIENT PER FIRST AMERICAN TITLE COMMITMENT NUMBER: 7222-6398238, DATED: MARCH 24, 2023.

3. SURVEYORS DESCRIPTION IS BASED ON MEASURED BEARING AND DISTANCES.

4. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.

5. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

6. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY ORMOND BEACH, FLORIDA, NUMBER 125136, PANEL NUMBER 12127 C 0184 K DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "AH" (EL30) AND FLOOD ZONE "X".

7. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988, BENCHMARK IS A NATIONAL GEODETIC SURVEY (NGS) DESIGNATION: X 266, PID: AQ1050, ELEVATION = 29.48 FEET.

8. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA, HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) OFFICIAL RECORDS BOOK 8158, PAGE 879, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
B.) OFFICIAL RECORDS BOOK 8265, PAGE 2710, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
C.) OFFICIAL RECORDS BOOK 8293, PAGE 874, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
D.) OFFICIAL RECORDS BOOK 7803, PAGE 3606, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
E.) REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
F.) REVISED PLAT OF PLANTATION OAKS OF ORMOND BEACH - UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 138 - 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
G.) BOUNDARY SURVEY PREFORMED BY SLIGER ASSOCIATES, INC., DATED : FEBRUARY 7, 2022, JOB No.: 21-1780.
H.) BOUNDARY SURVEY PREFORMED BY SLIGER ASSOCIATES, INC., DATED : MAY 19, 2022, JOB No.: 22-0676.

9. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT TERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.

10. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.

11. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S), AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

12. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILT DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.

13. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT, AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.

14. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.

15. OFFICIAL RECORDS BOOK 724, PAGE 511, SECTION 1, A(1) PAGE 522 DESCRIBES THE VACATION OF THE WESTERLY PORTION OF ATLANTIC ROAD FROM BENTON STREET TO BROADWAY, HOWEVER THE DEED ON FILE DOES NOT REFLECT THAT. AT THIS SAME PAGE IT ALSO DESCRIBES THE EASTERLY 10 FEET OF BENTON STREET FROM NORTHERLY LINE OF U.S. HIGHWAY No.1 NORTHERLY TO THE WESTERLY SIDE OF 15 FOOT ALLEY BETWEEN LOTS 21 AND 22, BLOCK 34.

16. ABBREVIATIONS: Ł = CENTERLINE; A = ARC LENGTH; (C) = CALCULATED; C.A. = COMMON AREA; CM = CONCRETE MONUMENT; C.N.F. = CORNER NOT FOUND; D = DELTA; (D) = DEED; D.E. = DRAINAGE EASEMENT; EL = ELEVATION; EP = EDGE OF PAVEMENT; FD = FOUND; FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION; ID = IDENTIFICATION; INV = INVERT; IP = IRON PIPE; IRC = IRON ROD AND CAP; LB = LICENSED BUSINESS; LS = LICENSED SURVEYOR; (M) = MEASURED; M.B. = MAP BOOK; No. = NUMBER; O.R.B. = OFFICIAL RECORDS BOOK; (P) = PLAT; P.B. = PLAT BOOK; PG = PAGE; P.O.B. = POINT OF BEGINNING; PRM = PERMANENT REFERENCE MONUMENT; PSM = PROFESSIONAL SURVEYOR AND MAPPER; R = RADIUS; R/W = RIGHT-OF-WAY; TRANS = TRANSFORMER; T.O.W = TOP OF WATER; U.E. = UTILITY EASEMENT; V.C.R. = VOLUSIA COUNTY RECORDS

SHEET 1 OF 2

CERTIFIED TO:
-

TYPE OF SURVEY:
Boundary, Tree and Topographic

REVISIONS:
Revised per City Comments....08/07/23 BR
Revised per City Comments....08/16/23 BR
Added Title Commitment.....08/16/23 BR

SITE ADDRESS: PROJECT:
Benton Street 23-48
Ormond Beach, Florida

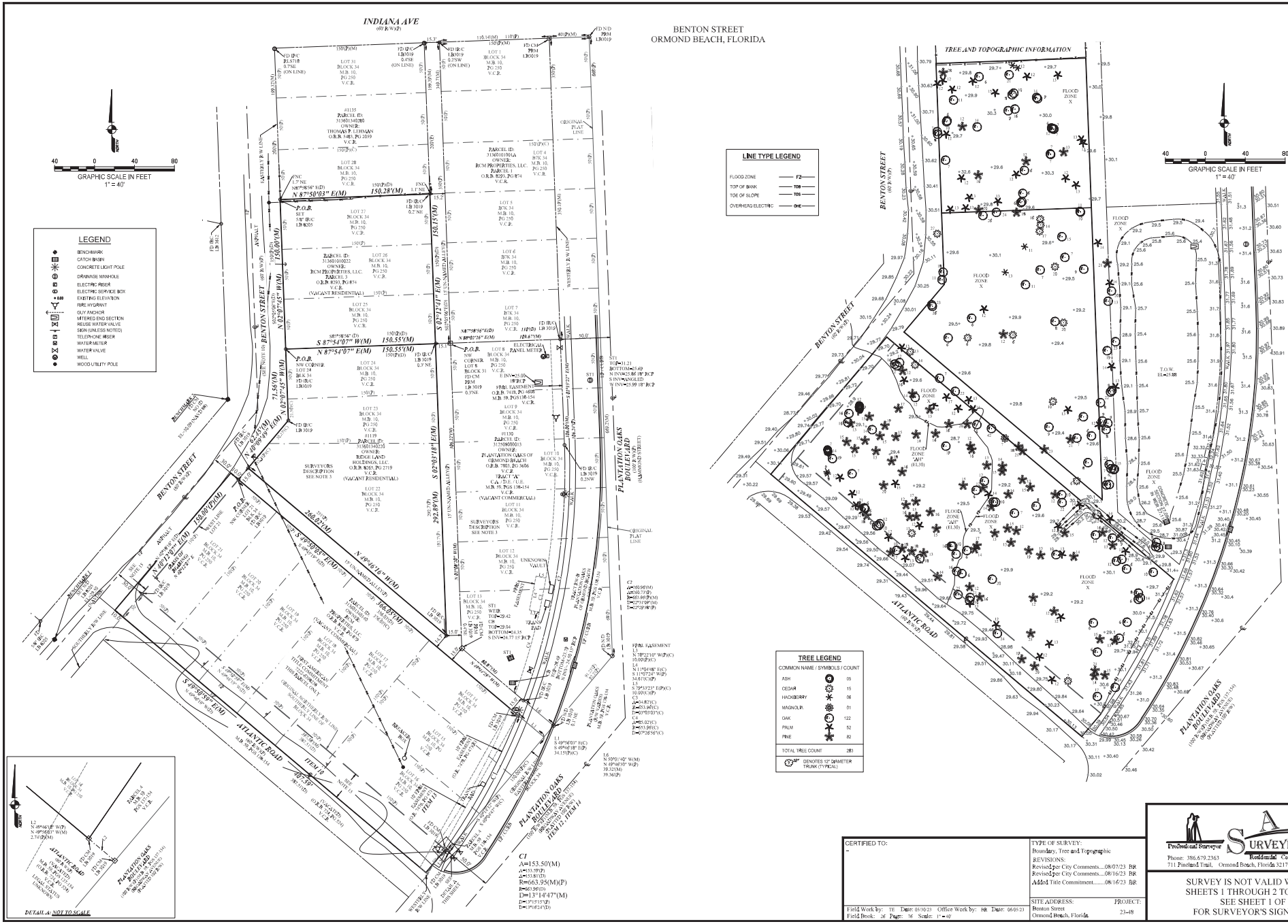
Field Work by: TE Date: 05/30/23 Office Work by: BR Date: 06/05/23
Field Book: 26 Page: 76 Scale: 1" = 40'

Professional Surveyor
A1A SURVEYING, INC.
Residential Commercial Construction
Phone: 386.679.2363
711 Pineland Trail, Ormond Beach, Florida 32174 LB 8205

THE FOREGOING BOUNDARY, TREE AND TOPOGRAPHIC IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 472.027, FLORIDA STATUTES.

06/05/2023
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
PSM #6378
David McMillen

BENTON STREET
ORMOND BEACH, FLORIDA



SHEET 2 OF 2

CERTIFIED TO:	TYPE OF SURVEY: Boundary, Tree and Topographic
	REVISIONS: Revised per City Comments....08/07/23 BR; Revised per City Comments....08/16/23 BR; Added Title Commitment.....08/16/23 BR
Field Work by: TE Date: 05/30/23 Office Work by: BR Date: 06/05/23	SITE ADDRESS: Benton Street, Ormond Beach, Florida
Field Book: 26 Page: 76 Scale: 1" = 40'	PROJECT: 23-48

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.679.2363
711 Pineland Trail, Ormond Beach, Florida 32174 LB 8205

SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 1 OF 1
FOR SURVEYOR'S SIGNATURE

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:*	Comprehensive Plan *Complete fee sheet (page 3)		
Project Name:	Woodsprings Suites		
Project Address:	Address not assigned yet		
Volusia County parcel number(s):	313601340220; 313601010022; 313601340140		
Description:	Comprehensive Plan amendment to allow for development of a 122 room Woodspring Suites Hotel.		
Pre-application date:	07-05-2023	Pre-application waiver granted:	

PROJECT COORDINATOR	
Name:	Germana Engineering and Associates, LLC - Christopher Germana
Address:	1120 W. Minneola Avenue
City, State, Zip code:	Clermont, Florida, 34711
Telephone:	352-242-9329, Ext 101
E-mail:	cgermana@germanaengineering.com

APPLICANT INFORMATION			
Same as project coordinator	☑	**Same as property owner**	☐
Name:	Germana Engineering and Associates, LLC - Christopher Germana		
Address:	1120 W. Minneola Avenue		
City, State, Zip code:	Clermont, Florida, 34711		
Telephone:	352-242-9329, Ext 101		
E-mail:	cgermana@germanaengineering.com		

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☑
Name:	RCM PROPERTIES, LLC		
Address:	123 MAGNOLIA AVENUE		
City, State, Zip code:	DAYTONA BEACH FL 32114		
Telephone:	386-253-0826		
E-mail:	rickm@ridge-development.com		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: RCM

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 29th day of november, 20 23, by Richard C Maugeri as President (title*) for Rcm Properties LLC (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

Notary Public State of Florida
Melissa A Tardella
My Commission HH 002424
Expires 05/23/2024

Melissa A Tardella

Notary Public, State of Florida

My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☑
Name:	RIDGE LAND HOLDINGS, LLC		
Address:	123 MAGNOLIA AVENUE		
City, State, Zip code:	DAYTONA BEACH FL 32114		
Telephone:	386-253-0826		
E-mail:	rickm@ridge-development.com		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: RCM

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 29th day of November, 2023, by Richard C. Maugeri as Manager (title*) for Ridge Land Holdings LLC (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

Notary Public State of Florida
Melissa A Tardella
My Commission HH 002424
Expires 05/23/2024

Melissa A Tardella
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☑	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
☐	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☐	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☑	Other: ReZoning			
		TOTALS:		

CITY OF ORMOND BEACH

Public Works Department • Utilities Division • 501 North Orchard Street • Ormond Beach, FL 32174
(386) 676-3220 • Fax (386) 676-3294

December 14, 2023

Ms. Jessica Heiny
Germana Engineering & Assoc
1120 W Minneola Ave.
Clermont, FL 34711

RE: Water and Sewer Service Availability for Parcel 3136-01-34-0140

Dear Ms. Heiny,

The City of Ormond Beach is the utility provider for the above referenced parcel. Our records indicate this property is at the southeast corner of Atlantic Rd. and Benton St. Water and irrigation service can be provided from an 8" water main located on the west side of Atlantic Rd. There is also a 12" water main on Plantation Oaks Blvd. that runs along the south property line.

There is no gravity sanitary sewer service available for this property. There is a 4" force main on the west side of Atlantic Rd. and an 8" force main on the south side of Plantation Oaks Blvd. A lift station would need to be constructed from the property to the force main.

This letter does not obligate the City to provide service without payment of all applicable utility service and connection fees and compliance with all applicable City codes.

If you should need any further clarification, please feel free to contact me at (386) 676-3305.

Sincerely,

Robert C Preis Jr.

Utilities Manager
City of Ormond Beach
386-676-3305
Robert.Preis@ormondbeach.org

8/4/2022 10:34:44 AM Instrument #2022182101 #1 Book:8293 Page:874
Doc Stamps $0.70 Transfer Amt $10.00

Prepared by and return to:

Glenn D. Storch, PA
420 South Nova Road
Daytona Beach, FL 32114-4514
386-238-8383
File Number: **2832-39**

THIS CORRECTIVE WARRANTY DEED IS BEING RECORDED TO CORRECT THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8217, PAGE 1840, PUBLIC RECORDS OF VOLUSIA COUNTY TO SHOW THE PROPER LEGAL DESCRIPTION.

[Space Above This Line For Recording Data]

Corrective Warranty Deed

This Indenture made this 18 day of July, 2022 between **NGT Transportation, LC, a Florida limited liability company**, and **SNILLOC Family Limited Partnership Number One, a Florida limited partnership,** whose post office address is **2249 Old Dixie Hwy, Ormond Beach, FL 32174** of the County of **Volusia**, State of **Florida**, grantor*, **RCM Properties L.L.C., a Florida limited liability company,** whose post office address is **123 Magnolia Avenue, Daytona Beach, Daytona Beach, FL 32114** of the County of **Volusia**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida**, to-wit:

See Attached "Exhibit A"

Subject to taxes for the year 2022 and all subsequent years.

Subject to easements, restrictions, conditions, and reservations of record, if any, the mention of which shall not serve to reimpose the same.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 2249 Old Dixie Hwy, Ormond Beach, FL 32174.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Corey D. Brown

Witness Name: Cayley Garrison

By: _____
John Collins

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18 day of July, 2022, who [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Cayley Garrison
Notary Public
Printed Name: _____
My Commission Expires: _____

CAYLEY GARRISON
Notary Public - State of Florida
Commission # HH 170659
My Comm. Expires Aug 29, 2025
Bonded through National Notary Assn.

CAYLEY GARRISON
Notary Public - State of Florida
Commission # HH 170659
My Comm. Expires Aug 29, 2025
Bonded through National Notary Assn.

DoubleTime®

EXHIBIT "A"

PARCEL 1:

PART OF LOTS 1 THROUGH 7, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY OF PLANTATION OAKS BOULEVARD A PROPOSED 100 FOOT RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 34, RUN THENCE SOUTH 02°05'06" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID LOTS 1 THROUGH 7 OF SAID BLOCK 34 TO THE SOUTHWEST CORNER OF LOT 7; THENCE RUN NORTH 87°58'56" EAST ALONG THE SAID SOUTHERLY BOUNDARY LINE OF SAID LOT 7, 110 FEET TO A POINT; THENCE RUN NORTH 02°05'06" WEST A DISTANCE OF 350 FEET TO THE NORTHERLY BOUNDARY LINE OF LOT 1, BLOCK 34; THENCE SOUTH 87°58'56" WEST ALONG SAID NORTHERLY BOUNDARY LINE OF LOT 1 A DISTANCE OF 110 FEET TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING.

PARCEL 2:

LOTS 4 THROUGH 7, BLOCK 7, AND LOTS 1 THROUGH 4, BLOCK 21, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA. LESS AND EXCEPT: THAT PORTION OF LOTS 6 AND 7, BLOCK 7 AND THAT PORTION OF LOTS 1 THROUGH 4, BLOCK 21, LYING WEST OF PLANTATION OAKS BOULEVARD RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY, RUN THENCE NORTH 87°58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02°05'06" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; THENCE SOUTH 87°58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02°05'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

Instrument #2022182101 #4 Book:8293 Page:877 Laura E. Roth, Volusia County Clerk of Court

PARCEL 4:

ALL OF BLOCKS 8 AND 9 TOGETHER WITH THAT PORTION OF BLOCK 10 LYING EAST OF INTERSTATE NO. 95, AND THAT PORTION OF DOWLING STREET LYING EAST OF INTERSTATE NO. 95. ALL IN THE REVISED PLAT OF NATIONAL GARDENS RECORDED ON MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

3/10/2022 2:08:14 PM Instrument #2022056863 #1 Book:8217 Page:1840
Doc Stamps $6,300.00 Transfer Amt $900,000.00

Prepared by and return to:
Adolph Joseph Posey, Jr.

Glenn D. Storch, PA
420 South Nova Road
Daytona Beach, FL 32114-4514
386-238-8383
File Number: **2832-39**

Parcel Identification No. **3136-01-01-0022**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7 day of March, 2022 between **NGT Transportation, LC, a Florida limited liability company,** whose post office address is **2249 OLD DIXIE HWY, Ormond Beach, FL 32174** and **SNILLOC Family Limited Partnership Number One, aFlorida limited partnership,** whose post office address is **2249 OLD DIXIE HWY, Ormond Beach, FL 32174** of the County of **Volusia**, State of **Florida**, grantor*, and **RCM Properties L.L.C., a Florida limited liability company** whose post office address is **123 Magnolia Avenue, Daytona Beach, FL 32114** of the County of **Volusia**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Volusia County, Florida,** to-wit:

See Attached "Exhibit A"

Subject to taxes for the year 2021 and all subsequent years.

Subject to easements, restrictions, conditions, and reservations of record, if any, the mention of which shall not serve to reimpose the same.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Cayley Garrison

Witness Name: Corey D. Brown

NGT Transportation, LC

By: _____
John Collins, Managing Member

Witness Name: Cayley Garrison

Witness Name: Corey D. Brown

SNILLOC Family Limited Partnership Number One

By: _____
John Collins, Managing Partner

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 7 day of March, 2022 by John Collins, Managing Member of NGT Transportation, LC, on behalf of the company, who [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

CAYLEY GARRISON
Notary Public - State of Florica
Commission # HH 170659
My Comm. Expires Aug 29, 2025
Bonded through National Notary Assn.

Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 7 day of March, 2022 by John Collins, Managing Partner on behalf of SNILLOC Family Limited Partnership Number One. He [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

CAYLEY GARRISON
Notary Public - State of Florida
Commission # HH 170659
My Comm. Expires Aug 29, 2025
Bonded through National Notary Assn.

Notary Public

Printed Name: _____

My Commission Expires: _____

Instrument #2022056863 #3 Book:8217 Page:1842

EXHIBIT "A"

PARCEL 1: (shown as PARCEL 2 on survey)

PART OF LOTS 1 THROUGH 6, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY OF PLANTATION OAKS BOULEVARD A PROPOSED 100 FOOT RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 34, RUN THENCE SOUTH 02°05'06" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID LOTS 1 THROUGH 7 OF SAID BLOCK 34 TO THE SOUTHWEST CORNER OF LOT 7; THENCE RUN NORTH 87°58'56" EAST ALONG THE SAID SOUTHERLY BOUNDARY LINE OF SAID LOT 7, 110 FEET TO A POINT; THENCE RUN NORTH 02°05'06" WEST A DISTANCE OF 350 FEET TO THE NORTHERLY BOUNDARY LINE OF LOT 1, BLOCK 34; THENCE SOUTH 87°58'56" WEST ALONG SAID NORTHERLY BOUNDARY LINE OF LOT 1 A DISTANCE OF 110 FEET TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING.

PARCEL 1A:

LOT 7, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY OF PLANTATION OAKS BOULEVARD.

PARCEL 2: (description by Sliger)

LOTS 4 THROUGH 7, BLOCK 7, AND LOTS 1 THROUGH 4, BLOCK 21, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA. LESS AND EXCEPT: THAT PORTION OF LOTS 6 AND 7, BLOCK 7 AND THAT PORTION OF LOTS 1 THROUGH 4, BLOCK 21, LYING WEST OF PLANTATION OAKS BOULEVARD RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: (shown as PARCEL 5 on Sliger survey)

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY, RUN THENCE NORTH 87°58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02°05'06" ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; THENCE SOUTH 87°58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02°05'06" WEST

Instrument #2022056863 #4 Book:8217 Page:1843 Laura E. Roth, Volusia County Clerk of Court

ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOTS 1 THROUGH 7, BLOCK 8, PART OF BLOCK 9, AND PART OF BLOCK 10 AND PART OF DOWLING STREET, NATIONAL GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 WITH THE SOUTHERLY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT UNOPENED STREET, RUN THENCE NORTH 88°22 '40" EAST ALONG SAID SOUTHERLY LINE OF UNOPENED PENNSYLVANIA AVENUE FOR A DISTANCE OF 1085.03 FEET TO THE WESTERLY LINE OF BENTON STREET, A 60 FOOT UNOPENED STREET; THENCE SOUTH 02°05'04" EAST ALONG SAID WESTERLY LINE OF BENTON STREET FOR A DISTANCE OF 644.88 FEET TO THE SOUTHERLY LINE OF LOT 7, BLOCK 8; THENCE SOUTH 87°41 '32" WEST ALONG SAID SOUTHERLY LINE OF LOT 7 AND THE SOUTHERLY LINE OF BLOCK 9 FOR A DISTANCE OF 690.30 FEET TO THE WESTERLY LINE OF BLOCK 9; THENCE NORTH 02°06'35" WEST ALONG SAID WESTERLY LINE OF BLOCK 9 FOR A DISTANCE OF 43.99 FEET; THENCE THE FOLLOWING 17 COURSES AND DISTANCES TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID INTERSTATE HIGHWAY 95; NORTH 40°45'34" EAST, 40.03 FEET; NORTH 09°38'23" EAST, 60.35 FEET; NORTH 37°22'28" EAST, 42.29 FEET; NORTH 66°12'50" EAST, 44.29 FEET; NORTH 65°21 '25" EAST, 66.50 FEET; NORTH 53°01 '27" EAST, 68.35 FEET, NORTH 07°53 '37" EAST, 64.56 FEET; NORTH 02°08'36" EAST, 49.41 FEET; NORTH 31 °27'42" WEST, 86.64 FEET; NORTH 55°00'43" WEST, 68.89 FEET; NORTH 74°45'31" WEST, 76.60 FEET; NORTH 87°02'13" WEST, 151.75 FEET; SOUTH 82°52'16" WEST, 57.17 FEET; SOUTH 32°23'55" WEST, 76.05 FEET; SOUTH 12°04'04" WEST, 48.70 FEET; SOUTH 42°46'08" WEST, 65.53 FEET; NORTH 54°32'11" WEST, 120.18 FEET TO THE EASTERLY LINE OF SAID INTERSTATE HIGHWAY 95; THENCE NORTH 17°17'31" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 226.18 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE 60 FOOT UNOPENED RIGHT-OF-WAY OF ROSEMARY STREET.

also described as (on Sliger survey)

ALL OF BLOCKS 8 AND 9 TOGETHER WITH THAT PORTION OF BLOCK 10 LYING EAST OF INTERSTATE NO. 95, AND THAT PORTION OF ROSEMARY STREET LYING EAST OF INTERSTATE NO. 95. ALL IN THE REVISED PLAT OF NATIONAL GARDENS RECORDED ON MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

DRAFT

Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-015

Woodsprings Suites

Comprehensive Plan Amendment, Land Use Map

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

Ms. Shull inquired about the allowed residential density. Mr. Spraker confirmed that a hotel would be reviewed based upon the Floor Area Ratio. He stated that the residential density would apply to single-family houses, townhomes or multi-family uses. Mr. Spraker noted that the project would need a right-of-way (ROW) vacation and a zoning map amendment to Planned Business Development.

Mr. du Moulin asked if the applicant agreed to install a lift station. Mr. Spraker stated that the project is not that far yet and this is a land use map amendment. He stated the application changes colors on a map and determines the appropriateness of a use category. Mr. Spraker stated that there is no site plan with this application and speculated that the project would construct a private lift station. Mr. du Moulin questioned if the applicant would be responsible for that. Mr. Spraker confirmed that the lift station and sewer service is the responsibility of the applicant.

Mr. Galloway inquired to a parcel next to the amendment area. Mr. Spraker confirmed that this area is part of the Benton Street right-of-way.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-015, Woodsprings Suites, Comprehensive Plan Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

G. PZ 2024-016, 7-Eleven Electronic Changeable Copy Signage, 3 North Yonge Street, Special Exception

Ms. Cushing stated that this a request submitted for a Special Exception to allow two (2) electronic changeable copy signs for the retail prices of gasoline at the 7-Eleven convenience store located at 3 North Yonge Street per Section 3-47(G). She stated that there are no other site or building improvements proposed. Ms. Cushing reviewed the development order review process for the Special Exception that included (1) Planning staff review, (2) Planning Board review and recommendation, and (3) City Commission action. She stated that this process is applied to the following two 7-Eleven applications.

Ms. Cushing stated that electronic changeable copy signage for the retail display of gasoline is allowed as a Special Exception. She stated that the application is a face change to modify the manual changeable copy to electronic changeable copy signage. Ms. Cushing stated that the application complies with Section 3-47(G) of the LDC and staff recommended approval of the application.

Board Discussion and Questions

Mr. Jorczak asked staff if the proposed signs would be increased in size.

Ms. Cushing responded that they are simply doing a face change to remove the manual changeable copy sign area to electronic changeable copy sign. She confirmed that there will be no increase in the sign size and the proposed electronic changeable copy area will meet the requirements of Section 3-47(G).

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

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.

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 Ridge Land Holdings, LLC, and RCM Properties, LLC, property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 1.33 acres located at Benton Street and Atlantic Avenue, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140) from "Medium Density Residential" to "Low Intensity Commercial". The property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area that contain 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.

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 a Comprehensive Plan Future Land Use Map amendment. 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 a Comprehensive Plan Future Land Use Map amendment. 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 a Comprehensive Plan Future Land Use Map amendment.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This is a request for a Comprehensive Plan Future Land Use Map amendment.

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 21, 2024 - City Commission

Number: 9.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-8
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Comprehensive Plan Amendments, Water Supply Work Plan		
Summary:	This is an administrative request to amend the Comprehensive Plan related to the Water Supply Work Plan, including text amendments to the (1) Utilities Element, (2) Conservation Element, and (3) Capital Improvements Element and adoption of the Water Supply Plan as Appendix A to the Utilities Element. Florida Statutes require local jurisdictions, Sections 373.709 and 163.3177(6)(c)3, to update their water supply work plan within 18 months after their water management district approves an updated regional water supply plan. The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects scheduled to occur over the next 10 years. The City is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The City has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a 10 year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the City. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement Plan. The Planning Board reviewed the proposed Comprehensive Plan amendments at the April 11, 2024 meeting and recommended approval		

	by a 6-0 vote. There were no individuals who spoke for or against the proposed amendments.
Financial Impact:	The proposed amendments have no direct financial impact. The capital funding schedule is part of the adopted Capital Improvement Plan.
Citizen Impact:	State law requires the Water Supply Work Plan Comprehensive Plan amendments to ensure capital planning of water supply and coordination with the water management district. No citizen impacts are expected.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** of the proposed Water Supply Work Plan Comprehensive Plan amendments to the City Commission. If approved on the first reading, the amendments would be transmitted to state agencies, the Volusia County Growth Management Commission, and abutting cities for review and comments. The second reading of the Ordinance will occur after the review comments are received.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-08 Comp Plan Water Supply Work Plan (P24-0077G) 2. Exhibit A, Comprehensive Plan Amendments 3. Exhibit B - Appendix A, 2024 Ormond Beach Water Supply Work Plan (1) 4. 04.11.2024, Water Supply Work Plan, PB Staff Report 5. 04.11.2024, Planning Board minutes, Water Supply Work Plan 6. Ordinance BIE, Water Supply Work Plan
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF ORMOND BEACH, RELATING TO COMPREHENSIVE PLANNING, ADOPTING A 2024 WATER SUPPLY WORK PLAN; ADOPTING COMPREHENSIVE PLAN AMENDMENTS TO *THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN*, RELATED TO THE WATER SUPPLY WORK PLAN, INCLUDING THE UTILITIES ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, IN ACCORDANCE WITH CHAPTER 163, PART II AND CHAPTER 373 *FLORIDA STATUTES*; PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the *City of Ormond Beach Comprehensive Plan* ("*Comprehensive Plan*") as required by the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes)* which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, by Ordinance 2008-60 the City Commission did adopt certain amendments to the *City of Ormond Beach Comprehensive Plan* related to the 2008 Water Supply Work Plan; and

WHEREAS, to promote consistency among local government comprehensive plans and the Central Springs/East Coast Regional Water Supply Plan, Section 163.3177(6)(c)(4), *Florida Statutes*, requires each local government within the Central Springs/East Coast Regional

Water Supply Plan planning area to amend its comprehensive plan to adopt an updated Water Supply Work Plan within 18 months of the governing board approval of the 2022 Central Springs/East Coast Regional Water Supply Plan; and

WHEREAS, the City of Ormond Beach is required to amend the city's *Comprehensive Plan* to include an updated Water Supply Work Plan that is consistent with and reflects changes mandated by State law; and

WHEREAS, the proposed amendments to the *City of Ormond Beach Comprehensive Plan* are being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, on April 11, 2024 the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendments, and recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendments, as described in §163.3184(3) and (11), *Florida Statutes*, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendments, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendments will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the *City of Ormond Beach Comprehensive Plan* amendments to the Utilities Element, Conservation Element, and Capital Improvements Element are attached to this Ordinance as Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the Water Supply Work Plan is adopted as an Appendix A to the Utilities Element and is attached to this Ordinance as Exhibit "B" attached hereto and incorporated herein by reference, and

WHEREAS, for the purposes of this Ordinance, <u>underlined</u> type constitutes additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Utilities Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION THREE. The Conservation Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION FOUR. The Capital Improvements Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION FIVE. The City of Ormond Beach Water Supply Work Plan is updated in its entirety from the 2008 Water Supply Work Plan to the 2024 Water Supply Work Plan as set forth in Exhibit "B" (Appendix A) attached hereto and incorporated herein by reference.

SECTION SIX. In order to make the *City of Ormond Beach Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *City of Ormond Beach Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION SEVEN. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendments within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION EIGHT. Pursuant to §163.3184(3) and (4), *Florida Statutes,* the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the Florida Department of Commerce comments.

SECTION NINE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION TEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION ELEVEN. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City of Ormond Beach that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 21st day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this _____ day of _____, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WATER SUPPLY WORK PLAN UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6.
The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2.
Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1.
The City shall maintain a ~~w~~Water ~~s~~Supply ~~facilities w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2.
The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3.
The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 5.3.2.
Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7.

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 5.3.8.
The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.

Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater

treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse.

Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

#	~~Project Description/ Area~~	~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~	~~Relationship to Comprehensive Plan~~
~~Water Improvements~~									-
~~1~~	~~Consumptive Use Permit Renewal~~	~~Water & Sewer charges~~	~~$350,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$350,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~2~~	~~Hudson Wellfield Expansion~~	~~Water & Sewer charges~~	~~$0~~	~~$300,000~~	~~$2,300,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~3~~	~~Secondary Raw Water Main~~	~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Water and Sewer Improvements~~									
~~4~~	~~General Facility and Systems Upgrades~~	~~Upgrades - Water 409221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Upgrades – Sewer 409222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	
~~5~~	~~Utility Master Plan Update~~	~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Reclaim Water~~									
~~6~~	~~Reclaimed Water System Improvements~~	~~Water & Sewer charges~~	~~$130,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$130,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~7~~	~~New Reuse Ground Storage Tank~~	~~Water & Sewer Charges~~	~~$0~~	~~$0~~	~~$0~~	~~$385,000~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Total:~~	~~$3,214,175~~	~~$650,000~~	~~$2,870,000~~	~~$735,000~~	~~$350,000~~	~~$7,819,175~~	

Table D

Utilities

Capital Improvements Schedule

November, 2020

Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Water & Sewer charges	$480,000	$300,000	$2,300,000	$385,000	$0	$3,465,000
Upgrades-Water 4092221	$175,000	$175,000	$175,000	$175,000	$175,000	$875,000
Upgrades-Sewer 4092222	$175,000	$175,000	$175,000	$175,000	$175,000	$875,000
Utility Master Plan & Rate Study	$0	$0	$220,000	$0	$0	$220,000
Water Impact Fees	$2,384,175	$0	$0	$0	$0	$2,384,175
Total	**$3,214,175**	**$650,000**	**$2,870,000**	**$735,000**	**$350,000**	$7,819,175

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

WATER SUPPLY WORK PLAN 2024

City of Ormond Beach

Updated May 15, 2024

Michael Stephenson, P.E.
Florida Registration #87390

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1. INTRODUCTION

1.1 GENERAL

Chapters 163 and 373 of Florida Statutes create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Florida Statutes require water management districts to prepare a water supply plan for a twenty-year planning period to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area must develop a Water Supply Work Plan (WSWP) to ensure that adequate water supply is available to meet future demands over a 10-year planning period.

The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The City has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a ten (10) year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the City. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement plan. The Water Supply Facilities Work Plan has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. The Water Supply Facilities Work Plan demonstrates adequate water supply over the next ten years to serve utility customers within the adopted utility service area. The Water Supply Facilities Work Plan is intended to facilitate discussions between the city and the Saint John's River Water Management District's (SJRWMD) governing board and other regional government agencies that the city could form partnerships with.

1.2 REQUIREMENTS OF THE WATER SUPPLY FACILITIES WORK PLAN

The Florida Department of Economic Opportunity (now known as Florida Commerce) published "A Guide to the Preparation of the Water Supply Facilities Work Plan" and provides the statutory requirements for water supply and facility planning as follows:

1. Coordinate appropriate aspects of their comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), F.S]
2. Revise the Potable Water Sub-Element to adopt a water supply facility work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan should address those water supply facilities for which the local government is responsible and include the facilities needed to develop alternative

water supplies. The work plan should also identify conservation and reuse measures to meet future needs. [Section 163.3177(6)(c), F.S]

3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, as well as the applicable policies of the water management district and the district's approved regional water supply plan. Without an approved regional water supply plan, the analysis must consider the district's approved water management plan. [Section 163.3177(6)(d)3, F.S.]
4. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first five years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a 5-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, given a level of priority for funding [163.3177(3)(a)4, F.S.]
5. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to coordinate the comprehensive plan with the regional water supply authority (If applicable) and the applicable regional water supply plan. [163.3177(6)(h)1, F.S.]
6. During the Evaluation and Appraisal review, determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If required, transmit the amendments to incorporate the statutory changes as appropriate. [Section 163.3191(1) and (2), F.S.]

2. DATA AND ANALYSIS

2.1 SERVICE AREA

The City of Ormond Beach is in northeastern Volusia County, North of Daytona Beach and Holly Hill, and South of Flagler County. It has a municipal boundary encompassing approximately 38 square miles and a utility service area encompassing approximately 57 square miles. The city provides potable water service to residential, retail, commercial, and industrial customers throughout its service area. The City currently has approximately 56,000 potable water customers. In addition to the corporate limits of the City of Ormond Beach, the utility service area includes:

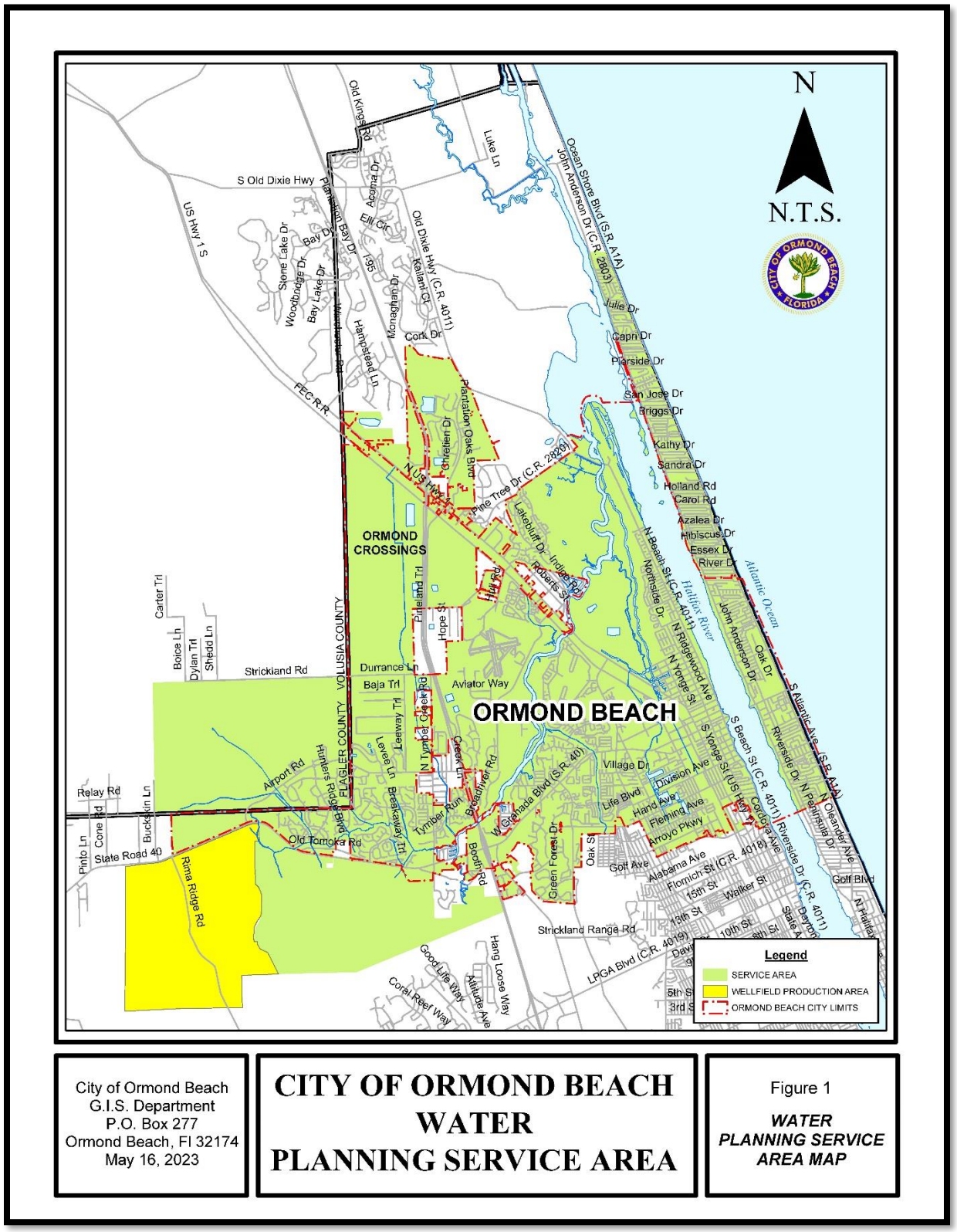
1. The North Peninsula Water District: This area includes portions of unincorporated Volusia County, including Ormond by the Sea;
2. Hunter's Ridge-Flagler County Development of Regional Impact (DRI): The City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter's Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter's Ridge-Flagler County DRI

Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

3. West Ormond Utilities District that includes lands within the City of Daytona Beach. This area contains multiple land areas including the Chelsea Place subdivision, Pineland subdivision, lands west of Tymber Creek Road, including Hunter's Ridge, Breakaway Trails, and a land area within the City of Daytona Beach. In 2006, Ormond Beach and Daytona Beach each approved a Settlement Agreement that governs the portion of the Ormond Beach utility service area within the City of Daytona Beach. The Settlement Agreement incorporates four interrelated documents: (1) a Second Amended Water and Sewer Service Area Agreement; (2) an Interlocal Wholesale and Wastewater Treatment Service Agreement; (3) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East [and West] of I-95; and (4) a Wholesale Water and Wastewater Rate Analysis by Black & Veatch.

A Utility Service Area Map illustrating Ormond Beach's municipal boundary and service area is included **Figure 1.** Residents within the utility service area receive potable water, wastewater, and reclaimed water services from the City where service is available.

Figure 1: Service Area



2.2 EXISTING RAW WATER INFRASTRUCTURE

The City obtains its water supply to serve the utility service areas from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, 33 active primary and secondary groundwater production wells are drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region. These BAT wells are currently only being utilized for reclaimed augmentation purposes as needed. **Table 1** Below is summarized current information regarding the city's wellfields and corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included **Table 1**. These three new wells are currently in the design process and are scheduled to be constructed in 2024 as part of a capital improvement project.

Table 1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Active
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total						**2,980**		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total						**475**		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	300	TBD	Proposed
Existing Hudson WF Total GPM						**1,537**		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF						**4,000**		

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total						**700**		
Maximum Production (All Wellfields)						**9,692**		

Utilizing the maximum production GPM value calculated within **Table 1**, the City can theoretically withdraw 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). However, removing the BAT reclaimed augmentation wells from the equation results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2** shows the approximate geographic location of wells throughout the City's service area.

2.3 EXISTING WATER QUALITY

The primary water quality concern for the City's existing wellfields is chloride levels. **Table 2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded. Typical chloride levels are a concern and are considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D have experienced 'high' levels of chlorides within the past few years. Having chloride levels exceeding 250 mg/L is not a critical concern because the city has a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the city would like to reduce the overall usage of the wells above with higher chloride levels to the maximum extent allowable within their CUP limits during the renewal process.

Wells 18SR and 20SR are offline and need repairs or relocation. The city is working on re-establishing these wells soon. Having them back online will aid the City with raw water supply capacity and wellfield rotation and will likely help lower the measured chloride levels. The city intends to discuss these out-of-service wells with SJRWMD during their CUP renewal process.

Figure 2: Primary Raw Water Components

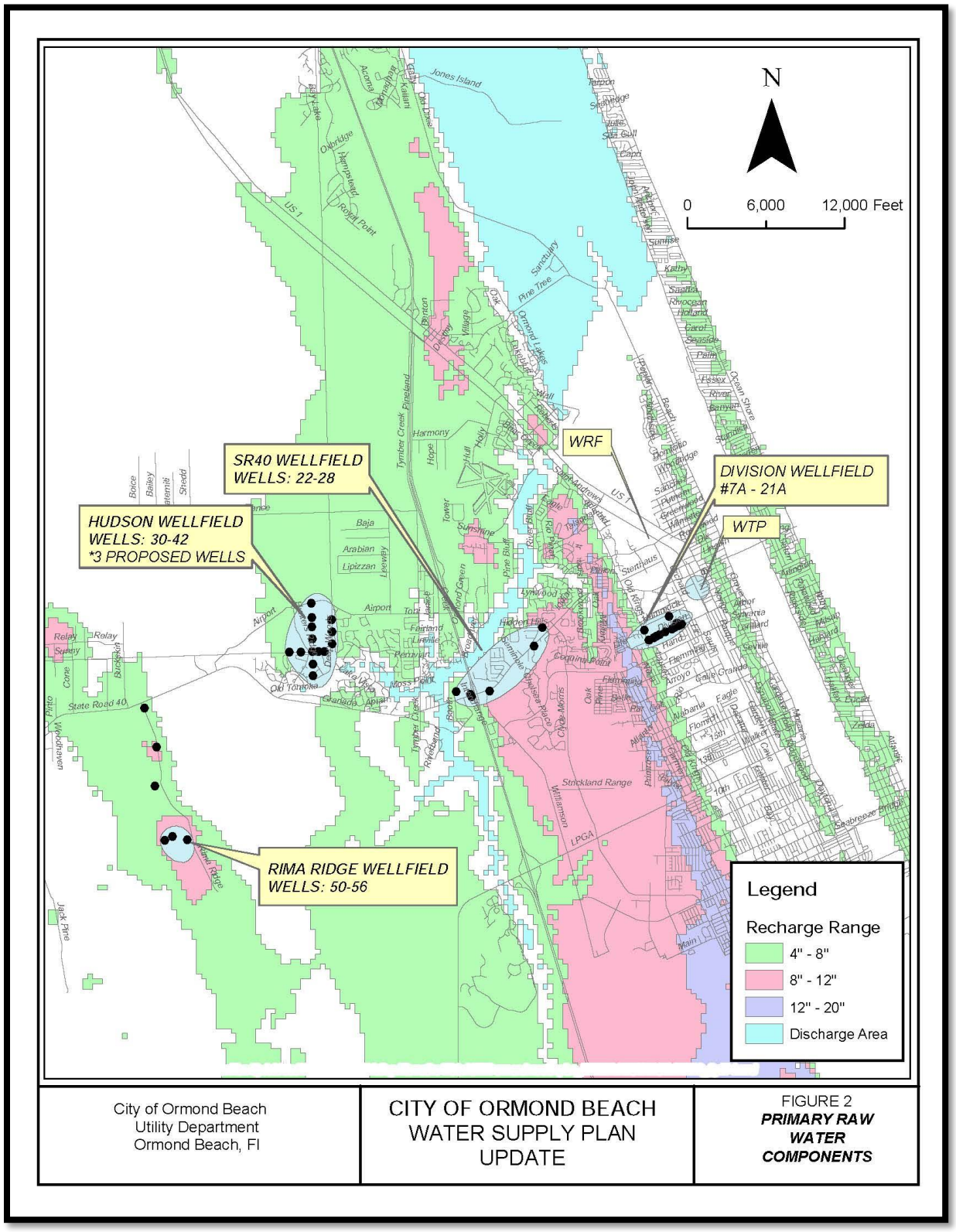


Table 2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D*	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

*Well, 10D was returned to active service near the end of the calendar year 2023.

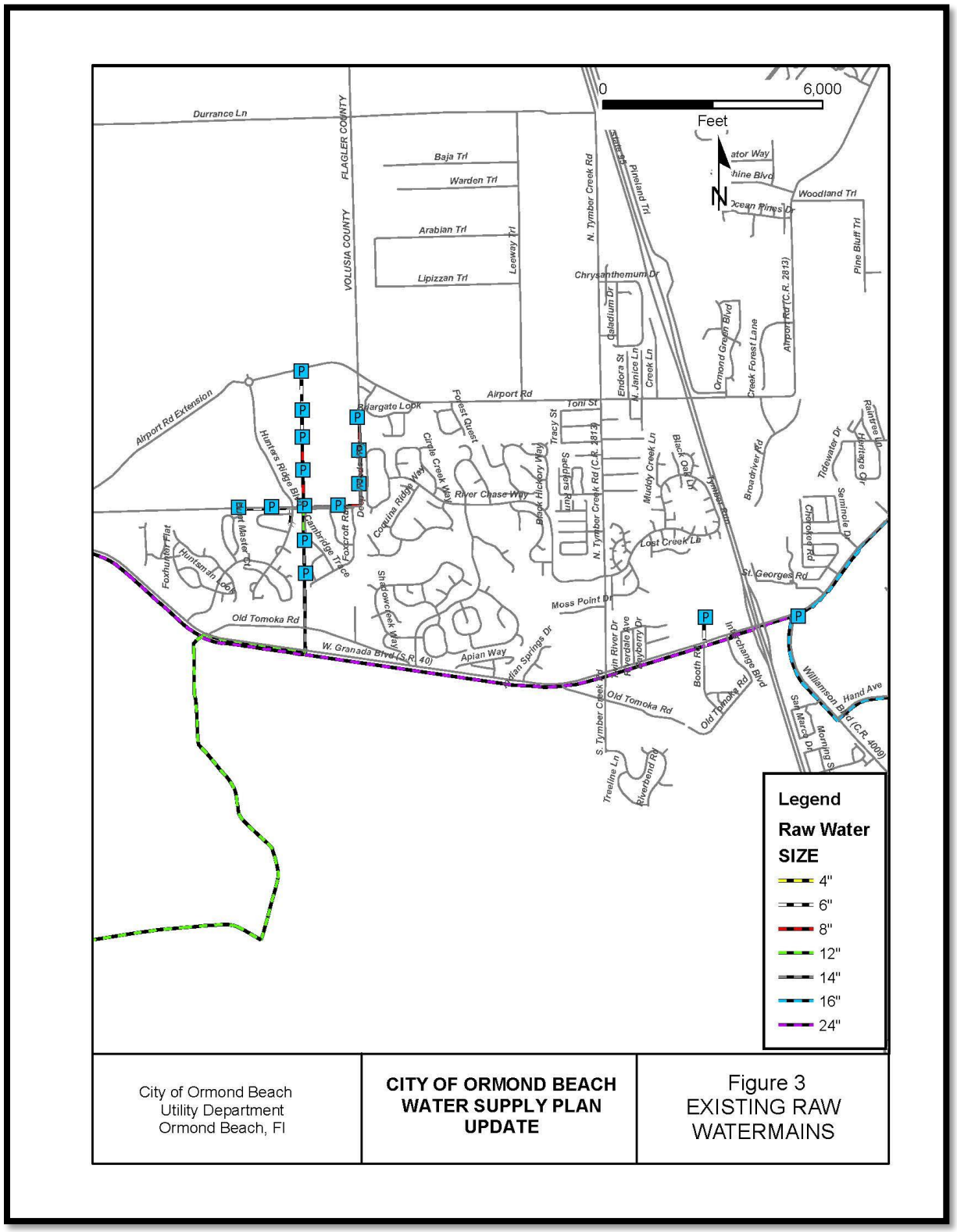
2.4 EXISTING RAW WATER PIPING

The raw water transmission system comprises approximately 134,701 lineal feet, or approximately 25.5 miles, of various pipe sizes. **Table 3** illustrates the estimated length of each type of material present throughout the raw water transmission system according to the latest GIS information. **Figure 3** show a portion of the existing raw water main system in the western portion of the City's service area. The purpose of the raw water transmission piping system is to transfer all water withdrawn from the aquifer by the city's wells to the water treatment plant, where it can be treated and distributed to the city's potable customers.

Table 3: Raw Water System Pipe Material Tabulation

Size	Ductile Iron (LF)	PVC (LF)	Other/Unknown (LF)	Total (LF)
24-inch	39,468			39,468
16-inch	50,626	938		51,565
14-inch	174	2,953		3,127
12-inch	24,592	900	53	25,545
8-inch	755	5,869	117	6,741
6-inch	3,793	3,574	602	7,969
4-inch	287			287
Total	**119,694**	**14,235**	**772**	**134,701**

Figure 3: Existing Raw Watermains



2.5 EXISTING CONSUMPTIVE USE PERMIT STATUS

The City's current Consumptive Use Permit (CUP) was established in 2012 by the SJRWMD and is set to expire in 2024. **Table 4** The chart shows the City's current permitted withdrawal limit and historical usage for past years through 2022. The City is currently in the process of renewing its CUP with the SJRWMD. SJRWMD is currently calibrating the Springs model, and the City looks forward to discussing the revised model with the management district.

Table 4: Current CUP #8932 Groundwater Allocations

Year		Permitted Annual Average Withdrawal (MGD)	Historical Annual Average Withdrawals (MGD)
Historical	2009	7.39	6.03
	2010	7.53	6.61
	2011	7.55	7.06
	2012	7.14	7.02
	2013	7.22	6.27
	2014	7.07	5.72
	2015	7.14	6.32
	2016	7.24	6.71
	2017	7.32	6.59
	2018	7.48	6.59
	2019	7.56	6.91
	2020	7.69	6.85
	2021	7.8	6.33
	2022	7.93	6.20
Permitted Withdrawal	2023	8.04	5.95
	2024	8.18	-

The city has an overall permitted daily flow withdrawal limit from all wells and established withdrawal limits for each wellfield. [OBJ] The table shows the currently permitted withdrawal limits for each of the City's existing wellfields.

Table 5: Permitted Average Daily Withdrawals from Each Wellfield

Year	Division Avenue Wellfield (MGD)	SR 40 Wellfield (MGD)	Hudson Wellfield (MGD)	Rima Ridge Wellfield (MGD)	Breakaway Trails Wellfield (MGD)
2014	1.65	0.58	1.51	3.15	0.312
2015	1.65	0.59	1.58	3.15	0.312
2016	1.65	0.60	1.69	3.15	0.312
2017	1.65	0.61	1.76	3.15	0.312
2018	1.65	0.61	1.93	3.15	0.312
2019	1.65	0.61	2.01	3.15	0.312
2020	1.65	0.61	2.16	3.15	0.312
2021	1.65	0.61	2.28	3.15	0.312
2022	1.65	0.61	2.43	3.15	0.312
2023	1.65	0.61	2.45	3.15	0.312
2024	1.65	0.61	2.45	3.15	0.312

2.6 HISTORIC RAW WATER USAGE

Historical raw water use data has been compiled from records kept by the City. **Table 6** The data range from 2015 to 2022. The main point is that the City's raw water system has experienced peak day ratios up to 1.43 times the annualized average daily flow values.

Table 6: Historical Raw Water Usage

Year	Annualized Average Daily Flow (MGD)	Peak Month Flow (MGD)	Peak Day Flow (MGD)	Peak Day Ratio to AADF	Annual % Increase of ADF Flow Values
2015	6.322	6.740	7.870	1.25	
2016	6.713	7.260	8.070	1.20	6.18%
2017	6.588	7.100	7.620	1.16	-1.86%
2018	6.588	7.110	7.880	1.20	0.00%
2019	6.913	7.250	8.540	1.24	4.93%
2020	6.845	7.270	8.660	1.27	-0.98%
2021	6.330	6.990	7.930	1.25	-7.52%
2022	6.203	6.560	7.720	1.24	-2.01%
2023	5.945	6.140	8.490	1.43	-4.08%
Averages	6.563	7.034	8.036	1.25	-0.67%

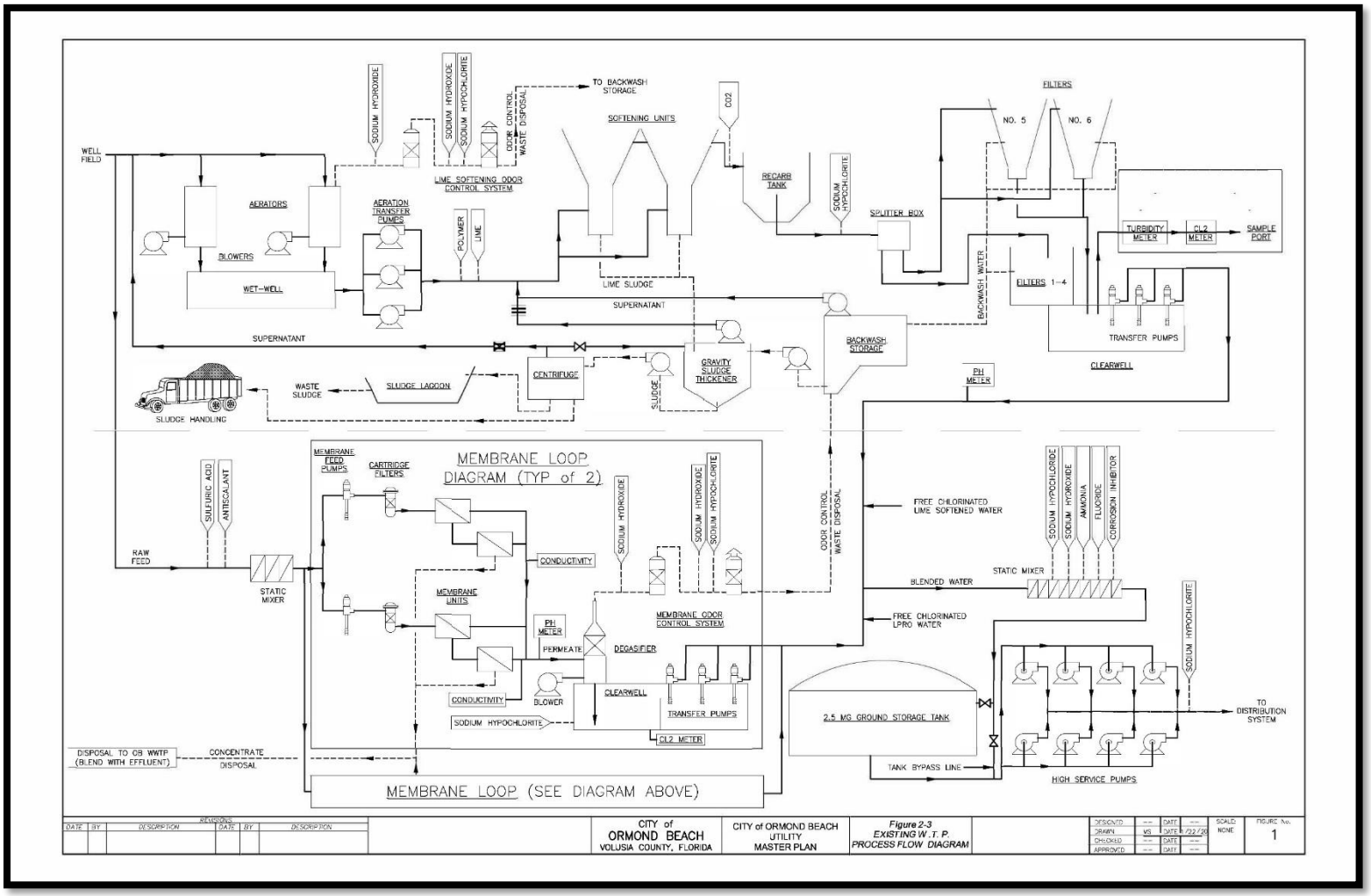
2.7 EXISTING WATER TREATMENT SYSTEM

Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 12.0 capacity is split between an 8.0 MGD lime softening process and a 4.0 MGD low-pressure reverse osmosis (LPRO) process, with both processes being at the same plant location. The physical address of the plant is 298 Tomoka Avenue. The lime softening process includes the following treatment processes: aeration, lime softening, recarbonation, filtration, and disinfection. The LPRO process consists of the following treatment processes: pre-treatment via cartridge filters, feed pumps, membrane skids, chlorine contact chambers, and transfer pumps. The LPRO plant has the advantage of treating raw water with higher chloride levels, but the treatment process requires sacrificing additional raw water. This sacrificed water is designated as a concentrate, which ultimately gets sent to the City's water reclamation facility (WRF) for blending with the City's reclaimed water. **Figure 4** showcases the City's WTP process diagram.

The potable water distribution system primarily includes the following components:

- Four (4) inline booster pump stations
- Main plant storage tanks (2.5 MG Capacity split between two (2) tanks)
- Standish storage tank (1.0 MG Capacity)
- Leeway storage tank (1.0 MG Capacity)
- Approximately 370 miles of distribution piping

Figure 4: WTP Process Diagram



2.8 EXISTING RECLAIMED WATER INFRASTRUCTURE

The City operates a public-access reclaimed water system. The primary source of reclaimed water produced and distributed in the system is treated effluent generated at the City's Regional WRF at 550 North Orchard Street. The Florida Department of Environmental Protection (FDEP) regulates the system under the terms of operating permit # FL0020532.

The City's reclaimed water distribution system primarily includes the following components:

- WRF plant storage tanks (7.0 MG split between two tanks)
- WRF high-service pumping station
- A 2.0 MG storage tank and pump station at Breakaway Trails
- A 0.8 MG storage tank and pump station at Shadow Crossings
- One (1) inline booster station on Airport Road
- Approximately 75 miles of distribution piping

Table 7 showcases the City's average daily reclaimed water flow by month throughout the calendar year of 2022, with the yearly average daily flow into the WRF being 5.39 MGD. The showcased data is based on data recorded by WRF personnel. The primary item to note is that while the city has an annual average reuse rate of 80%, the overall reuse rate fluctuates from roughly 60% to nearly 100% based on the months or time of year. In essence, the city has enough reclaimed supply during the wetter (winter) months but generally does not have enough supply during the drier (summer) months. Additionally, the City does not currently have adequate storage capacity to allow for a more uniform year-round distribution of reclaimed demand. As such, the city is forced to discharge the excess reclaimed water to the Halifax River during periods of low usage, both during the non-growing season (Oct-March) and during periods of high rainfall.

Table 7: 2022 Historical Reuse Flows

Month	Average Flow Thru Plant (MGD)	Average Flow from WTP Concentrate (MGD)	Average Flow to River (MGD)	Flow to Reuse to (MGD)	Percent Reused
January	5.36	0.12	1.34	4.14	76%
February	4.94	0.12	1.09	3.97	78%
March	5.16	0.34	1.45	4.05	74%
April	5.27	0.36	1.21	4.42	79%
May	4.73	0.36	0.43	4.66	92%
June	4.39	0.37	0.01	4.75	100%
July	4.49	0.37	0.23	4.63	95%
August	4.52	0.37	0.21	4.68	96%
September	5.60	0.32	1.42	4.50	76%
October	8.08	0.37	3.45	5.00	59%
November	6.78	0.36	2.96	4.18	59%
December	5.37	0.37	1.47	4.27	74%
Average	5.39	0.32	1.27	4.44	80%

Other sources of reclaimed water, aside from treated effluent, include:

- Concentrate from the City's WTP RO process: Approx. 0.5-1.0 MGD
- Holly Hill reclaimed interconnect: Approx. 0.5-1.0 MGD
- Five (5) irrigation wells in the Hudson Wellfield (turned on as needed)

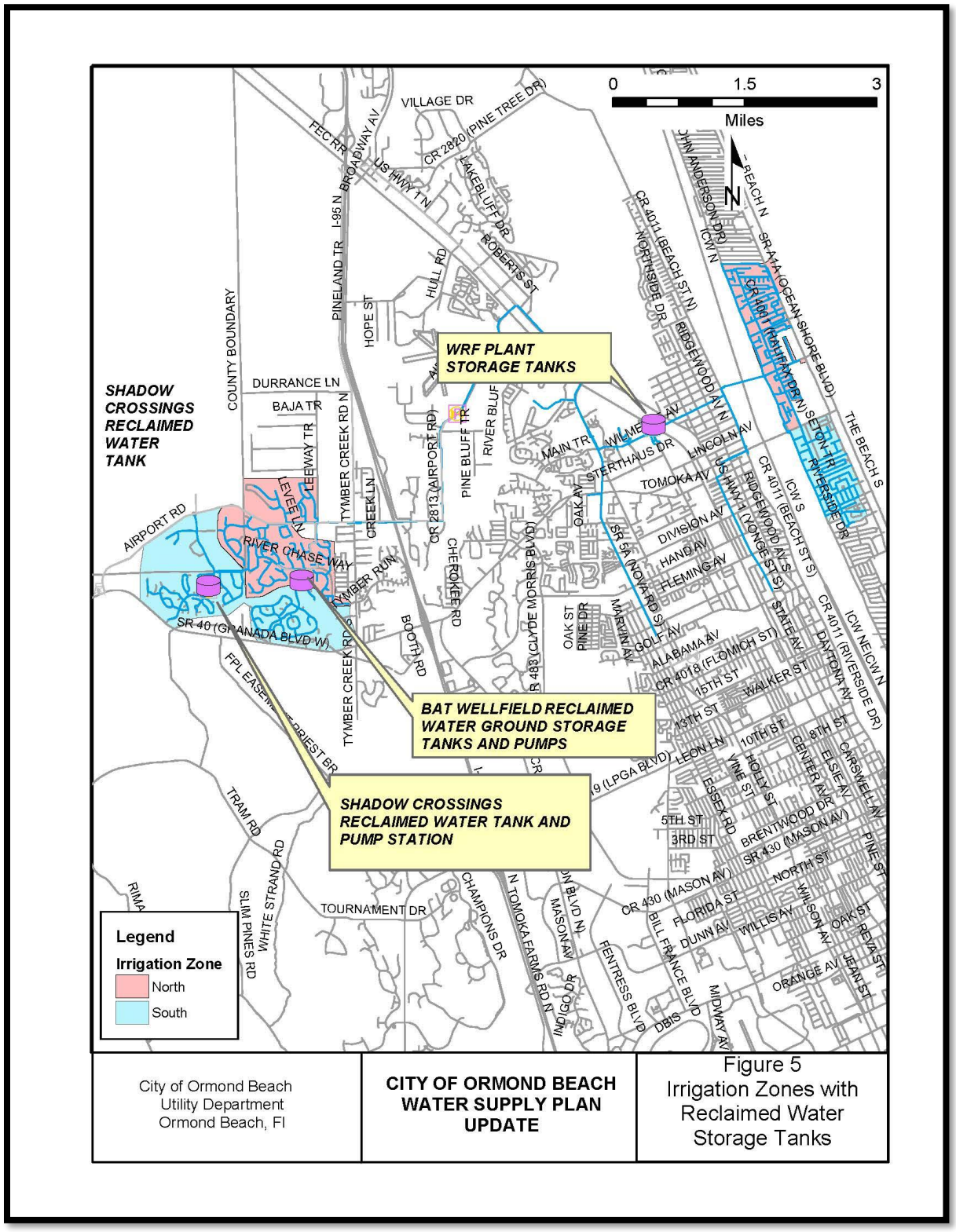
2.9 RECLAIMED WATER SCHEDULING

City ordinances state that under normal conditions, irrigation may only occur between 4 PM and 10 AM. Available reclaimed water, however, is generally fully utilized on most nights, especially during the drier months in the early growing season. During these peak irrigation periods, the city regularly runs out of reclaimed water before 10 AM, showcasing the city's current reclaimed water schedule. Conceptually, the schedule was set up to allow half of the City's customers to irrigate at a time, thereby reducing excess consumption and helping to alleviate pressure drops. Implementing this watering schedule has enabled the city to meet the demands of its reclaimed water customers on most days.

Table 8: Current Reclaimed Water Irrigation Schedule

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
North Breakaway	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
South Breakaway	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Hunters Ridge	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
North Peninsula	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
South Peninsula	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Forest Quest, Briargate, & Deer Creek	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Pineland	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Mallards Reach	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**

Figure 5: Irrigation Zones with Reclaimed Water Storage Tanks



2.10 RECLAIMED WATER CONSERVATION CHALLENGES

The City currently serves approximately 3,000 reclaimed customers. Based upon the average reclaimed demand of 4.44 MGD showcased in **Table 7**, this equates to the average City customer using approximately 1,480 gallons per day of reclaimed water. According to SJRWMD's recommendations, the average reclaimed customer should utilize no more than 500-900 gallons of reclaimed water per day. As such, the current demand data suggests that the City's existing customers are using more reclaimed water than they should be.

In the future, the City would like to add additional reclaimed water customers to the City's infrastructure. Adding reclaimed customers would likely reduce potable irrigation demand and also likely reduce surface water effluent discharges. In order to add additional customers, however, the City will need to look at the use of large volume storage to buffer the reclaimed demand, as well as implementing additional policy changes aimed at curbing excess reclaimed water usage. The City welcomes any input or discussion SJRWMD would like to have regarding reclaimed water conservation practices. Implementing the watering scheduling system has been shown to curb some of the excess usage that was present many years ago, but there is still room for improvement. Some methods for managing reclaimed water currently being discussed internally by City staff include public education, metering, remote valving, and increasing enforcement of existing regulations.

2.11 INTERCONNECTS

The City of Ormond Beach currently has six (6) local interconnects with utilities in the surrounding area. These interconnects are not typically utilized, but they are inspected and maintained by City staff on a routine basis as the City recognizes the overall importance of these interconnects.

The City of Holly Hill has three (3) emergency interconnects with the City. These are generally located on Ridge Avenue, South Center Street, and South Nova Road. The City of Daytona Beach has two (2) emergency interconnects with the City. These are generally located on Williamson Boulevard and North Atlantic Avenue. Volusia County has one (1) emergency interconnect with the City. This interconnect is generally located north of Plantation Oaks Boulevard.

3. IDENTIFICATION OF NEEDED FACILITIES

3.1 ANTICIPATED WATER DEMAND PROJECTIONS

The City of Ormond Beach anticipates developments throughout the service area over the next ten years. These planned developments include Avalon Park Daytona Beach, Hunter's Ridge—Flagler County Development of Regional Impact, Plantation Oaks, and Ormond Crossing.

Table 9 and **Table 10** have been created to showcase the projected potable and wastewater demands anticipated for the city over the next 10 years. This includes the demands from the aforementioned developments along with an additional column being added to the account for overall organic growth. This column is meant to represent the

overall increase in demand that would occur on its own regardless of any development. The organic growth rate of 1.5% was chosen based upon historical data and previous master plan documents. This growth values are subject to change and are monitored as part of the annual; Capital Improvement Plan. Additionally, a projected population for the City's service area has also been included within **Table 9**. The initial population for calendar year of 2024 was obtained by multiplying the City's current potable water meter count of 23,685 by 2.30. Subsequent projection years were estimated by taking the increase in total project average annual daily flow (AADF) value per each calendar year and dividing it by 125 gallons per person while rounding to four digits. These aforementioned values of 2.30 and 125 are estimates utilized by Staff based primarily off of historical trends within the City's service area.

Table 10 utilizes the same projection values of **Table 9**, but the 2024 calendar year value for the reclaimed AADF was obtained by reviewing 2023 discharge monitoring reports (DMR) for the City's water reclamation facility (WRF). The different starting values for the water demand and the reclaimed availability are predominately due to not every existing customer within the City's service area utilizing the City's sewer services. When considering the values present in **Table 10**, staff would like to inform the SJRWMD team that the city currently plans on constructing a secondary WRF in the upcoming calendar years. This new facility will aid the City with future wastewater treatment capacity. Additional detail pertaining to this planned facility was left out of this report due to staff feeling such information was not pertinent to a water supply planning document. With that being said, however, staff welcomes any conversations that the SJRWMD team would like to have with the City regarding this facility if reviewers at the district feel it would be beneficial to conservation efforts.

Table 9: Projected Potable Water Demands in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Potable Demand*	Projected Population in City Service Area
2024	6.296	0.521	6.817	54,475
2025	6.390	1.736	8.126	64,950
2026	6.486	1.955	8.441	67,470
2027	6.584	2.207	8.791	70,260
2028	6.682	2.528	9.210	73,620
2029	6.783	2.801	9.584	76,610
2030	6.884	2.930	9.814	78,450
2031	6.988	3.059	10.047	80,310
2032	7.092	3.189	10.281	82,190
2033	7.199	3.318	10.517	84,070
2034	7.307	3.447	10.754	85,970

*Projected potable water demands are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.2 PROJECTED WASTEWATER SUPPLY/RECLAIMED WATER AVAILABILITY

Table 10: Projected Reclaimed Water Supply in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Reclaimed Supply*
2024	5.40	0.521	5.921
2025	5.48	1.736	7.217
2026	5.56	1.955	7.518
2027	5.65	2.207	7.854
2028	5.73	2.528	8.259
2029	5.82	2.801	8.618
2030	5.90	2.930	8.835
2031	5.99	3.059	9.052
2032	6.08	3.189	9.272
2033	6.17	3.318	9.492
2034	6.27	3.447	9.714

*Projected wastewater/reclaimed water supply are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.3 PROJECTED CONSUMPTIVE USE PERMIT ALLOCATION

Table 11 showcases the City's current permitted raw water withdrawal limit and the projected raw water demands for the years 2024 to 2034. The anticipated CUP requested allocation was calculated by adding 1.0 MGD to the projected raw water demands previously shown in **Table 9**. The values showcased within **Table 11** suggests that the City's projected raw water withdrawal requirements will escalate in the upcoming years primarily due to the proposed developments mentioned in section 3 of this report. The City is currently in discussion with SJRWMD regarding renewing their CUP allocations. As such, the request allocation values in this report are subject to change.

Table 11: Projected CUP Values

Year	Current Permitted Annual Average Raw Water Withdrawal (MGD)	Projected Raw Water Demands (MGD)	Anticipated CUP Request Allocation (MGD)
2024	8.18	6.817	
2025		8.126	9.126
2026		8.441	9.441
2027		8.791	9.791
2028		9.210	10.21
2029		9.584	10.584
2030		9.814	10.814
2031		10.047	11.047
2032		10.281	11.281
2033		10.517	11.517
2034		10.754	11.754

3.4 RAW WATER SOURCE NEEDS

Based upon the projected raw water usage requirements shown in **Table 11**, the City will need the ability to withdrawal at least 11.754 MGD worth of raw water by 2033. Using the existing wellfield information summarized in **Table 2** of this report, the City's existing wells can currently supply a theoretical maximum of 13.9 MGD worth of raw water withdrawal. Typical raw water rotation guidelines recommend that the City should have the capability to withdrawal at least 2.0 times the anticipated demand from the upper Floridan aquifer. Having this 2.0 factor of safety allows for rotation of wells and also reduces the criticality of any single well going out of service. In order to reach this 2.0 factor of safety, the City will need to look at adding approximately 7.6 MGD worth of withdrawal capabilities over the course of the next ten years. Assuming approximately 500 GPM from a new well, this would correspond to the City needing to construct approximately 12 new wells. The location, depth, and GPM value for these new wells is currently being discussed within the CUP renewal process.

Alternative options for the City to obtain additional raw water include: utilizing Lower Floridan Aquifer (LFA) ground water, withdrawing surface water from the St. Johns River, and demineralization of seawater. Implementation of any of these alternative ideas, however, would have a significant cost burden placed upon the City. As such, these ideas

are not currently being pursued, but may be considered if significant funding opportunities or partnerships present themselves.

3.5 RAW WATER CAPITAL PROJECTS

The projects listed within this section are intended to highlight the City's anticipated path forward with regard to capital project construction for anticipated raw water needs identified in section 3 of this report. The capital improvement projects shall be reviewed annually as part of the city's budget and capital improvement plan process. In order to meet the projected demands of the raw water projection of 10.75 listed in **Table 11** for the calendar year 2034 with a 2.0 factor of safety, the City's existing raw water system will need to be reinforced and expanded upon. The projects listed within this section are aimed at establishing redundancy and adequate supply for the City in the years to come.

3.5.1 Raw Water Main Reinforcement

One of the main concerns the City has regarding the existing raw water transmission system is the overall dependence on the existing 24-inch main that runs along Granada Blvd from the utility easement located between Shadow Crossings and Breakaway Trails to the existing Walmart. If anything were to ever happen to this 24-inch main, the City would lose the capability to transfer water from the Hudson and Rima Ridge wellfields back to the existing water treatment plant. To reduce this overall potential vulnerability, the City is currently in the process of completing the design of a secondary, redundant, raw water main from Hunter's Ridge to Williamson Boulevard. A preliminary cost estimate is shown in **Table 12**. This project is intended to be implemented in the short term.

Table 12: Raw Water Main Reinforcement - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
16-inch Raw Water Main	13,500	LF	$120	$1,620,000
Valves and Fittings	1	LS	$380,000	$380,000
			Construction Sub-Total	$2,000,000
			Contingency @ 20%	$400,000
			Engineering & CEI @ 15%	$300,000
			Total Estimated Project Cost	$2,700,000

3.5.2 Hudson Wellfield Expansion

The City currently has three (3) additional wells permitted for construction within the Hudson Wellfield as was permitted in the previous CUP application. The City has executed a task order with one of the consultants for the design of these new wells and the goal is to bring these wells online by the end of calendar year 2024. As such, this project is categorized as short term. A preliminary cost estimate is included in **Table 13**.

Table 13: Hudson Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$300,000	$900,000
Well Access and Sitework	1	LS	$500,000	$500,000
Raw Water Main Piping	1	LS	$200,000	$200,000
Electrical and Instrumentation	1	LS	$100,000	$100,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$1,900,000
			Contingency @ 20%	$380,000
			Engineering & CEI @ 15%	$285,000
			Total Estimated Project Cost	$2,565,000

3.5.3 Rima Ridge Wellfield Expansion

The City would benefit from constructing additional raw water wells in the Rima Ridge wellfield. This proposed project currently seeks to add three (3) new wells in the medium to long term time horizon. Estimated withdrawal capacity from each future well is approximately 500 GPM. A preliminary cost estimate is included in **Table 14**. This project along with the prospect of a new wellfield will be discussed with SJRWMD during the CUP renewal process and is listed an intermediate project in the City's capital improvement program.

Table 14: Rima Ridge Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$375,000	$1,125,000
Well Access and Sitework	1	LS	$650,000	$650,000
Raw Water Main Piping	1	LS	$275,000	$275,000
Electrical and Instrumentation	1	LS	$200,000	$200,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$2,450,000
			Contingency @ 20%	$490,000
			Engineering & CEI @ 15%	$367,500
			Total Estimated Project Cost	$3,307,500

3.5.4 Establish New Wellfield

The projected raw water demands demonstrate that the city will need to add raw water withdrawal capabilities in the upcoming years and construction of a new wellfield will be the most cost-effective option. Achieving a factor of 2.0 for raw water production to raw water demand would give the city greater flexibility to rotate wells, reducing saltwater up-coning and allowing for better control over elevated chloride levels. As previously mentioned, in order to reach this recommended 2.0 production capability, the city would

need to construct at least 12 new wells in the future. Assuming three (3) additional wells are installed within the Hudson Wellfield and three (3) additional wells are installed within the Rima Wellfield, the City should anticipate approximately six (6) wells within the new wellfield. At this point in time, no cost estimate has been established due to the unknown future wellfield site location. This project will be discussed with SJRWMD during the CUP renewal process and is considered a long-term project.

3.6 WATER TREATMENT SYSTEM CAPACITY IMPROVEMENT PROJECT

Based upon the average day potable water demand flow projection of 10.75 listed in **Table 9** for the year 2034, the City's existing water treatment plant will be challenged to provide adequate treated potable water in the long-term future. Typical FDEP recommendations are to plan for additional treatment capacity once the facility nears 80% capacity, which would be 9.6 MGD for the City. As such, the City is currently looking at constructing an additional potable water treatment facility in the future. The projects listed below are aimed at establishing such a facility.

3.6.1 Future Water Treatment Plant Evaluation Report

Due to the complexity of bringing a water treatment plant online, the City plans on conducting an evaluation report prior to the design process. The evaluation report is aimed at reviewing the following items as a minimum: site usability, technology selection, permitting requirements, staffing requirements, raw water quality, any potential blending requirements, and storage and pumping needs. **Table 15** shows a conceptual cost estimate for this evaluation report. This project is currently listed as long term.

Table 15: Future Water Treatment Plant - Evaluation Report

Item Description	Qty	Unit	Unit Cost	Total Cost
Site Evaluation and Technology Report	1	LS	$250,000	$250,000
			Contingency @ 20%	$50,000
			Total Estimated Project Cost	$300,000

3.7 WATER SYSTEM CAPACITY IMPROVEMENT PROJECT

The City currently owns undeveloped property west of I-95 near the intersection of Airport Road and Granada Boulevard. This property has been discussed as being a suitable location for a new water treatment facility. Establishing a new facility at this site would allow the City to treat raw water and distribute finished water to the western service area from this location, as opposed to pumping raw water from the western wellfields to the existing WTP only to then have the existing WTP redistribute the treated water back to the western region. The final site location and potential treatment process, however, will be impacted by the evaluation report. The City would welcome any input from SJRWMD for this upcoming facility. This project is currently listed as long term and a preliminary cost estimate is included in **Table 16**.

Table 16: New Western Water Treatment Plant - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
3.0 MGD Water Treatment Plant	1	LS	$30,000,000	$30,000,000
			Construction Sub-Total	$30,000,000
			Contingency @ 20%	$6,000,000
			Engineering & CEI @ 15%	$4,500,000
			Total Estimated Project Cost	$40,500,000

3.8 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECTS

With the establishment of Policy 1.3.5, which is aimed at 100% reuse utilization by 2030, the City will need to add additional storage capacity and also add additional customers to its existing reclaimed water system. The projects within this section are poised to achieve this objective by creating and connecting a reclaimed water reservoir and by showcasing regions of the City's service area that the reclaimed system could be expanded to in the upcoming years.

3.8.1 Reclaim Main Extension to Reservoir

Based upon previous hydraulic modeling endeavors, the existing 10-inch reclaimed main on Airport Road has been identified as experiencing velocities around 12.0 ft/s during the daytime when filling the City's western storage tanks. For reclaimed water distribution systems, velocities greater than 8 ft/s are typically considered unacceptable. As such, this main is considered undersized and is considered by Staff as being the primary issue with transferring reclaimed water to the western portion of the City's service area. To remedy this situation, the City intends to replace the existing reclaimed main with a new pipe of a greater diameter to increase reliability, reduce experienced velocities, and add capacity to accommodate increased future demand. Additionally, this proposed project would also install a new main to the north of Airport Road such that it would connect the City's existing water reclamation facility to a future reclaimed water reservoir site. The City currently believes an 18-inch diameter main from the Airport Road booster station to the reclaimed reservoir site will achieve the desired outcomes of reducing velocities while also increase storage capabilities. A conceptual cost estimate for this project is shown in **Table 17.** City staff is currently in the initial design phase of this project. As such, this project is listed as being short term.

Table 17: Reclaimed Main Extension to Reservoir - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$350,000	$350,000
18-inch Reclaimed Water Main	28,000	LF	$110	$3,080,000
18-inch Gate Valves	14	EA	$14,000	$196,000
18-inch Reclaimed Main Tie-In	2	EA	$15,000	$30,000
Air Release Valve Assemblies	5	EA	$5,000	$25,000
As-Builts	1	LS	$75,000	$75,000
Clearing and Restoration	1	LS	$650,000	$650,000
			Total Estimated Construction	*$4,406,000*
			Contingency @ 20%	$881,200
			Eng., C.A., & Inspection @ 15%	$660,900
			TOTAL ESTIMATED PROJECT COST	**$5,948,100**

3.8.2 Reclaim Water Reservoir Tank and Station

Creating a reclaimed water reservoir would allow the City's WRF to store additional reuse water during periods of low demand while also providing an augmentation source when periods of high demand occur. The City is currently in the planning process of constructing a reservoir in Flagler County near Strickland Road. A conceptual cost estimate is included in **Table 18**. This project is currently listed with a short-term designation.

Table 18: Reclaimed Water Reservoir Tank and Station - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
Mobilization and General Conditions	1	LS	$300,000	$300,000
Sitework	1	LS	$125,000	$125,000
18-inch Reclaimed Main	100	LF	$110	$11,000
2 MG Storage Tank	1	EA	$1,500,000	$1,500,000
Pump Station	1	LS	$750,000	$750,000
Filtration Unit	1	LS	$350,000	$350,000
Electrical and Instrumentation	1	LS	$375,000	$375,000
As-Builts and Restoration	1	LS	$80,000	$80,000
Reservoir Excavation*	1	LS	$0	$0
			Construction Sub-Total	$3,491,000
			Contingency @ 20%	$698,200
			Engineering Design and CEI @ 15%	$523,650
			Total Estimated Project Cost	$4,712,850

*Excavation of Reservoir assumed to be sold as a borrow pit

3.8.3 New Reclaim Water Storage Tank and Pump Station

With the potential construction of a new water treatment plant and a new water reclamation facility in the western service area, the construction of a reclaimed water storage tank and pump station in the same general vicinity would be a reasonable addition. As such, the City anticipates constructing a 3.0 MG reclaimed water storage tank to add additional reclaimed water storage.

A conceptual cost estimate for this project is included in **Table 19**. This is considered an intermediate term project. This project is partially dependent on the completion of the new western plants projects previously mentioned, and may ultimately be combined within those future projects.

Table 19: Reclaimed Water Storage Tank/Pump Station - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$250,000	$250,000
3.0 MG Reuse Storage Tank	1	LS	$1,600,000	$1,600,000
Reuse Pump Station	1	LS	$750,000	$750,000
Sitework and Yard Piping	1	LS	$150,000	$150,000
20-inch Reclaimed Water Main	100	LF	$150	$15,000
20-inch Valves	2	EA	$14,500	$232,000
Electrical and Instrumentation	1	LS	$150,000	$150,000
As-builts / Layout	1	LS	$81,000	$81,000
Clearing, MOT, and Restoration	1	LS	$50,000	$50,000
			Total Estimated Construction	*$3,278,000*
			Contingency @ 20%	$655,600
			Eng., C.A., & Inspection @ 15%	$491,700
			TOTAL ESTIMATED PROJECT COST	**$4,425,300**

3.8.4 Southern Peninsula Reclaimed Expansion

The City currently has a large number of reclaimed customers on the peninsula portion of the City's service area. As such, expansion of the reclaimed water system on the peninsula to serve customers that do not currently have reclaimed available would make practical sense. Based upon recent hydraulic modeling reports, however, the City has found that the reclaimed system cannot accommodate additional flow due to having only one subaqueous reclaimed crossing. To alleviate this bottleneck, the City is currently in the process of planning for a secondary subaqueous crossing under the Halifax River in the intermediate time frame. With this project completed, the City would be able to expand the existing reclaimed water system on the beachside to serve additional customers. Establishing additional customers on the peninsula would allow for the City to reduce the amount of potable water used for irrigation purposes. This project is currently on the City's long-term radar and conceptual cost estimate will be made during the next major master plan update.

3.8.5 Ormond Crossings Reclaimed Transmission Loop

With the proposed Ormond Crossings development, the developer is currently looking at the potential for installing a reclaimed water main system in the developed area. Theoretically, if the City and developer could work together to install a reclaimed system

that spanned to both the north and south side of the Ormond Crossings region, then this would allow for the City to establish a reclaimed water main looped system from US1 to Airport road. Doing so would allow the City to add additional customers to the reclaimed water system, decrease the amount of potable water used for irrigation purposes in the planned development, and improve reliability in the overall reclaimed system. This project, however, is currently tentative due the overall nature of development. As such, this project is currently listed as a long-term endeavor dependent upon the developer's timetable. A conceptual cost estimate will be made during the next major master plan update.

4. FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Below is water, wastewater and reclaim projects within the city's five-year capital improvement plan.

Table 20: Fund 409, Water and Wastewater R and R (Annual)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Annual)							
EXPENDITURE							
148	Fire Hydrant and Valve Expansion Pro	175,000	175,000	175,000	175,000	175,000	875,000
150	General Facility and System Upgrade	850,000	850,000	850,000	850,000	850,000	4,250,000
152	Lift Station Rehabilitation	75,000	1,383,362	600,000	600,000	600,000	3,258,362
155	Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
157	Meter Installation	90,000	90,000	90,000	90,000	90,000	450,000
158	Pretreatment Effluent Pump Replace	180,000	180,000	180,000	180,000	0	720,000
160	Sanitary Sewer Inflow Infiltration	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL EXPENDITURES		**1,820,000**	**3,128,362**	**2,345,000**	**2,345,000**	**2,165,000**	**11,803,362**

Table 21: Fund 409, Water and Wastewater R and R (Capital)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Capital)							
EXPENDITURE							
164	Airport Road Reclaim Water Main PH	1,100,000	0	0	0	0	1,100,000
165	Shadow Crossings Reuse Pump Facil	415,000	0	0	0	0	415,000
167	Water Main Replacement	2,600,000	300,000	0	0	0	2,900,000
172	SR40 Utility Adjustments	33,000	0	0	0	0	33,000
173	WRF Filter Modifications	0	320,000	5,215,000	0	0	5,535,000
175	Halifax River Force Main Crossing	0	0	153,000	1,913,300	0	2,066,300
177	Existing Wellfield Repairs	0	0	0	145,000	1,778,750	1,923,750
TOTAL EXPENDITURES		**4,148,000**	**620,000**	**5,368,000**	**2,058,300**	**1,778,750**	**13,973,050**

Table 22: Fund 434, Water Impact Fees

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
434-Water Impact Fees							
EXPENDITURE							
180	Hudson Wellfield Expansion	2,572,500	0	0	0	0	2,572,500
182	Utility Master Plan Update	0	320,000	0	0	0	320,000
TOTAL EXPENDITURES		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**
FUNDING							
Wastewater Impact Fees		0	160,000	0	0	0	160,000
Water Impact Fees		2,572,500	160,000	0	0	0	2,732,500
TOTAL FUNDING		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**

Table 23: Fund 499, Water and Wastewater R and R (West Ormond)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
499-Water and Wastewater R and R (West Ormond)							
EXPENDITURE							
186	West Ormond Utilities Area A WM FM	200,000	2,500,000	0	0	0	2,700,000
188	West Ormond Utilities Potable Tank a	375,000	5,025,000	0	0	0	5,400,000
190	West Ormond Utilities SR40 WM FM	6,280,000	0	0	0	0	6,280,000
192	West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
194	West Ormond Utilities WRF Site Impr	1,620,000	0	0	0	0	1,620,000
196	West Ormond Utilities Airport Rd FM	0	275,000	3,059,500	0	0	3,334,500
198	West Ormond Utilities - New Rima W	0	0	300,000	3,007,500	0	3,307,500
200	West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
202	West Ormond Utilities SR40 Parallel	0	0	225,000	2,880,000	0	3,105,000
204	West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
206	West Ormond Utilities - New Raw Wat	0	0	0	0	20,452,500	20,452,500
208	West Ormond Utilities WTP	0	0	0	0	47,250,000	47,250,000
TOTAL EXPENDITURES		**14,975,000**	**45,050,000**	**41,134,500**	**10,207,500**	**67,702,500**	**179,069,500**

5. WATER SUPPLY POLICY UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5 (Modified)

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6. (New)

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2. (Modified)

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1. (Modified)

The City shall maintain a ~~w~~Water ~~s~~Supply ~~facilities~~ ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2. (Modified)

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3. (New)

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 5.3.2. (Modified)

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7. (Modified)

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge

POLICY 5.3.8. (New)

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2. (Modified)

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).

Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.
Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

#	~~Project Description/ Area~~	~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~	~~Relationship to Comprehensive Plan~~
~~Water Improvements~~									-
~~1~~	~~Consumptive Use Permit Renewal~~	~~Water & Sewer charges~~	~~$350,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$350,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~2~~	~~Hudson Wellfield Expansion~~	~~Water & Sewer charges~~	~~$0~~	~~$300,000~~	~~$2,300,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~3~~	~~Secondary Raw Water Main~~	~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Water and Sewer Improvements~~									
~~4~~	~~General Facility and Systems Upgrades~~	~~Upgrades - Water 409221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Upgrades – Sewer 409222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	
~~5~~	~~Utility Master Plan Update~~	~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Reclaim Water~~									
~~6~~	~~Reclaimed Water System Improvements~~	~~Water & Sewer charges~~	~~$130,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$130,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~7~~	~~New Reuse Ground Storage Tank~~	~~Water & Sewer Charges~~	~~$0~~	~~$0~~	~~$0~~	~~$385,000~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Total:~~	~~$3,214,175~~	~~$650,000~~	~~$2,870,000~~	~~$735,000~~	~~$350,000~~	~~$7,819,175~~	

~~Table D~~
~~Utilities~~
~~Capital Improvements Schedule~~
~~November, 2020~~

~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~
~~Water & Sewer charges~~	~~$480,000~~	~~$300,000~~	~~$2,300,000~~	~~$385,000~~	~~$0~~	~~$3,465,000~~
~~Upgrades-Water 4092221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Upgrades-Sewer 4092222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~	~~$220,000~~
~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$2,384,175~~
~~Total~~	**~~$3,214,175~~**	**~~$650,000~~**	**~~$2,870,000~~**	**~~$735,000~~**	**~~$350,000~~**	~~$7,819,175~~

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

PLANNING BOARD
STAFF REPORT
Comprehensive Plan Amendments
Water Supply Work Plan
Project Number: PZ-2023-077

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATES:	May 21, 2024 (first reading) and to be determined (second reading)
APPLICANT:	Administrative
REQUEST:	An administrative request to amend the Comprehensive Plan related to the Water Supply Work Plan, including the Utilities Element, Conservation Element, and the Capital Improvements Element
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Michael Stephenson, P.E., Utilities Engineer Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request to amend the Comprehensive Plan related to the Water Supply Work Plan, including text amendments to the (1) Utilities Element, (2) Conservation Element, and (3) Capital Improvements Element and adoption of the Water Supply Plan as Appendix A to the Utilities Element. Florida Statutes require local jurisdictions, Sections 373.709 and 163.3177(6)(c)3, to update their water supply work plan within 18 months after their water management district approves an updated regional water supply plan.

SECTION 2, BACKGROUND:

Chapters 163 and 373 of Florida Statutes create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Florida Statutes require water management districts to prepare a water supply plan for a twenty-year planning period to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area must develop a Water Supply Work Plan (WSWP) to ensure sufficient water supply to meet future demands over a 10-year planning period.

The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects

scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The city has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a ten (10) year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the city. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement plan. The Water Supply Facilities Work Plan has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. The Water Supply Facilities Work Plan demonstrates adequate water supply over the next ten years to serve utility customers within the adopted utility service area.

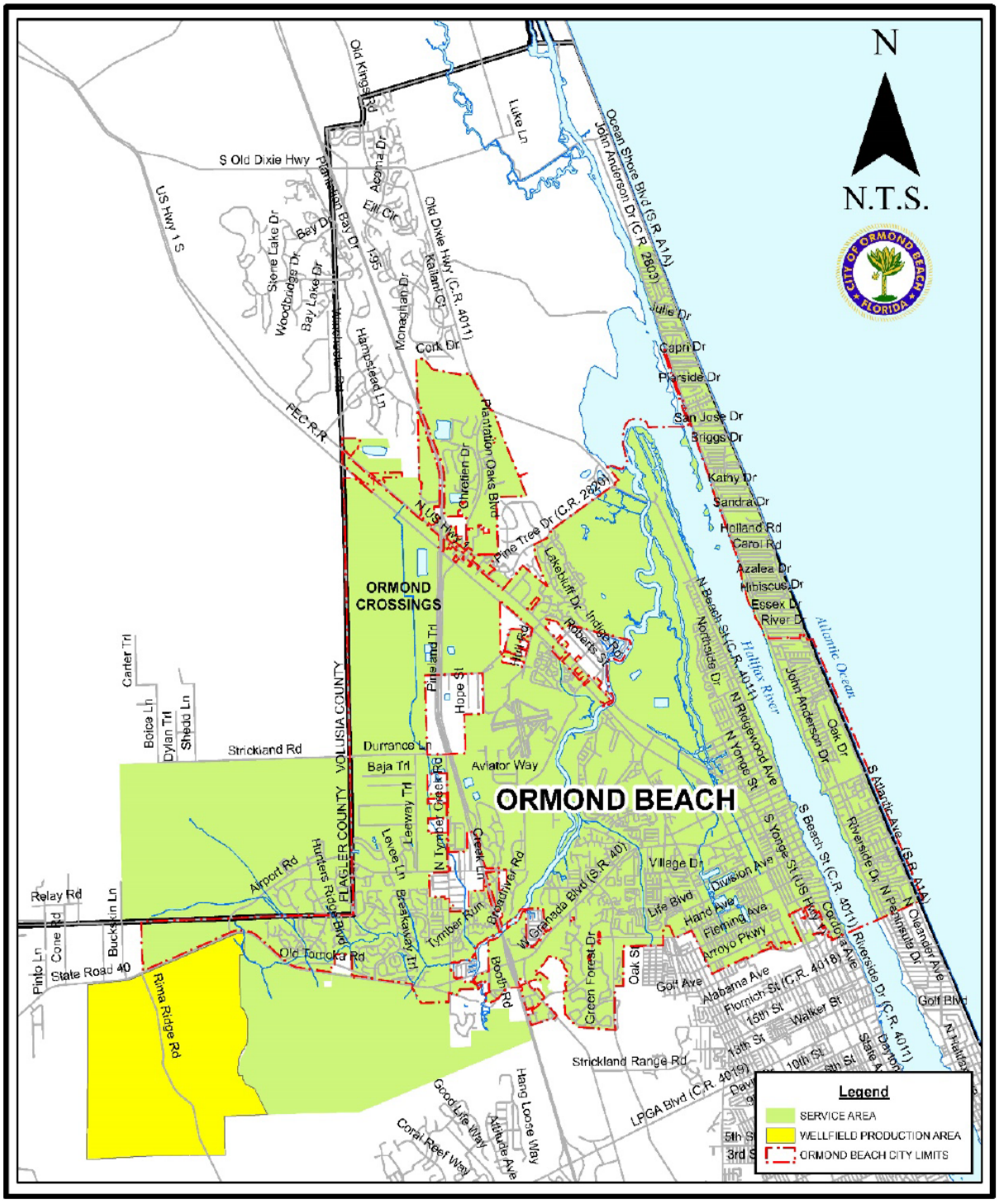
SECTION 3, ANALYSIS:

The City of Ormond Beach has a municipal boundary encompassing approximately 38 square miles and a utility service area encompassing approximately 57 square miles. The city provides potable water service to residential, retail, commercial, and industrial customers throughout its service area. The city currently has approximately 56,000 potable water customers. In addition to the corporate limits of the City of Ormond Beach, the utility service area includes:

1. The North Peninsula Water District: This area includes portions of unincorporated Volusia County, including Ormond by the Sea;
2. Hunter's Ridge-Flagler County Development of Regional Impact (DRI): The City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City for water and wastewater services to that portion of the Hunter's Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter's Ridge-Flagler County DRI Service Area), said interlocal agreement having been amended on November 16, 2009; and
3. West Ormond Utilities District, including lands within the City of Daytona Beach. This area includes multiple land areas including the Chelsea Place subdivision, Pineland subdivision, lands west of Tymber Creek Road, including Hunter's Ridge, Breakaway Trails, and a land area within the City of Daytona Beach. In 2006, Ormond Beach and Daytona Beach each approved a Settlement Agreement that governs the portion of the Ormond Beach utility service area within the City of Daytona Beach. The Settlement Agreement incorporates four interrelated documents: (1) a Second Amended Water and Sewer Service Area Agreement; (2) an Interlocal Wholesale and Wastewater Treatment Service Agreement; (3) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East [and West] of I-95; and (4) a *Wholesale Water and Wastewater Rate Analysis* by Black & Veatch.

The Ormond Beach Water Planning Service Area is shown in Exhibit1:

Exhibit 1: Water Planning Service Area



City of Ormond Beach
G.I.S. Department
P.O. Box 277
Ormond Beach, Fl 32174
May 16, 2023

CITY OF ORMOND BEACH WATER PLANNING SERVICE AREA

Figure 1

WATER PLANNING SERVICE AREA MAP

This item contains two (2) components: (1) amendments to the Ormond Beach Comprehensive Plan and (2) the Water Supply Work Plan. The Water Supply Work Plan is proposed to be adopted as an appendix to the Comprehensive Plan. The Comprehensive Plan amendment in ATTACHMENT 1 includes the following amendments:

Utilities Element

Policy	Status	Notes
1.2.5.	Modify	Implement traditional and alternative water supply as identified in the Water Supply Work Plan.
1.2.6.	New	Expansion of the City's reclaimed water system.
5.2.1.	Modified	Update language regarding coordination with St. Johns River Water Management District
5.2.2.	Modified	Update language regarding coordination with St. Johns River Water Management District
5.2.3.	New	Incorporates the Water Supply Work Plan as Appendix A of the Utilities Element.
1.7.2.	Modified	Removed a date within the policy.
5.3.2.	Modified	Deletes reference to Water Authority of Volusia and deleted date within the policy.

Conservation Element:

Policy	Status	Notes
1.2.7.	Modify	Delete the existing policy and update it to seek a target of 100% reuse of the average daily wastewater flow by 2030, except for the listed conditions.
5.3.8.	New	It seeks to reduce groundwater withdrawal by utilizing a reclaimed water scheduling program.

Capital Improvements Element:

Policy	Status	Notes
1.3.2.	Modify	Updated level of service standards for raw water, potable water, sewer, and reclaimed.
Table D	Modify	Update the Capital Improvements Schedule based on the adopted Capital Improvement Plan.

SECTION 5, PROCESS: The Comprehensive Plan amendment requires the following process:

1. Planning Board (April 11, 2024) – reviews the proposed amendments and provides a recommendation.
2. City Commission, first reading (tentatively May 21, 2024): The City Commission reviews the proposed amendment and provides an action. The ordinance's first reading authorizes transmittal to state agencies, abutting jurisdictions, and the Volusia Growth Management Commission.
3. State agencies – if adopted for transmittal, city staff would transmit the proposed amendments to the appropriate state agencies.
4. Volusia Growth Management Commission – within Volusia County, amendments to the Comprehensive Plan are provided to abutting jurisdictions and the Volusia Growth Management Commission for review and provision of comments.
5. City Commission, second reading (to be determined) – before scheduling the item for a second reading, city staff would seek to resolve any outstanding comments from the state review or Volusia Growth Management Commission review. The second reading would be the city's final action.
6. Florida Commerce – the adopted Ordinance must be sent to the Florida Commerce Department.

SECTION 6, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** administrative amendments to the Comprehensive Plan related to the Water Supply Work Plan, including text amendments to the (1) Utilities Element, (2) Conservation Element, and (3) Capital Improvements Element and the inclusion of the Water Supply Work Plan as Appendix A to the Utilities Element.

Attachments:
Attachment 1: Proposed Comprehensive Plan amendments
Attachment 2: Water Supply Work Plan

ATTACHMENT 1

Proposed
Comprehensive Plan
amendments

WATER SUPPLY UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5 (Modified)

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6. (New)

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 5.2.1. (Modified)

The City shall maintain a ~~w~~Water ~~s~~Supply ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2. (Modified)

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3. (New)

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 1.7.2. (Modified)

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.3.2. (Modified)

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7. (Modified)

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge

POLICY 5.3.8. (New)

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The

reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2. (Modified)

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.
Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~ Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit

Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

Table D

Utilities

Capital Improvements Schedule

November, 2020

#	Project Description/ Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Water Improvements									-
1	Consumptive Use Permit Renewal	Water & Sewer charges	$350,000	$0	$0	$0	$0	$350,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
2	Hudson Wellfield Expansion	Water & Sewer charges	$0	$300,000	$2,300,000	$0	$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
3	Secondary Raw Water Main	Water Impact Fees	$2,384,175	$0	$0	$0	$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
Water and Sewer Improvements									
4	General Facility and Systems Upgrades	Upgrades - Water 409221	$175,000	$175,000	$175,000	$175,000	$175,000	$875,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
		Upgrades – Sewer 409222	$175,000	$175,000	$175,000	$175,000	$175,000	$875,000	
5	Utility Master Plan Update	Utility Master Plan & Rate Study	$0	$0	$220,000	$0	$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
Reclaim Water									
6	Reclaimed Water System Improvements	Water & Sewer charges	$130,000	$0	$0	$0	$0	$130,000	Utilities Element - Objs. 1.1, 1.7, and 1.8
7	New Reuse Ground Storage Tank	Water & Sewer Charges	$0	$0	$0	$385,000	$0		Utilities Element - Objs. 1.1, 1.7, and 1.8
		Total:	$3,214,175	$650,000	$2,870,000	$735,000	$350,000	$7,819,175	

~~Table D~~
~~Utilities~~
~~Capital Improvements Schedule~~
~~November, 2020~~

~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~
~~Water & Sewer charges~~	~~$480,000~~	~~$300,000~~	~~$2,300,000~~	~~$385,000~~	~~$0~~	~~$3,465,000~~
~~Upgrades-Water 4092221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Upgrades-Sewer 4092222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~	~~$220,000~~
~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$2,384,175~~
~~Total~~	**~~$3,214,175~~**	**~~$650,000~~**	**~~$2,870,000~~**	**~~$735,000~~**	**~~$350,000~~**	~~$7,819,175~~

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

ATTACHMENT 2

Water Supply Work Plan

WATER SUPPLY WORK PLAN 2024

City of Ormond Beach

Michael Stephenson, P.E.
Florida Registration #87390

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1. INTRODUCTION

1.1 GENERAL

Chapters 163 and 373 of Florida Statutes create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Florida Statutes require water management districts to prepare a water supply plan for a twenty-year planning period to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area must develop a Water Supply Work Plan (WSWP) to ensure that adequate water supply is available to meet future demands over a 10-year planning period.

The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The City has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a ten (10) year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the City. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement plan. The Water Supply Facilities Work Plan has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. The Water Supply Facilities Work Plan demonstrates adequate water supply over the next ten years to serve utility customers within the adopted utility service area. The Water Supply Facilities Work Plan is intended to facilitate discussions between the city and the Saint John's River Water Management District's (SJRWMD) governing board and other regional government agencies that the city could form partnerships with.

1.2 REQUIREMENTS OF THE WATER SUPPLY FACILITIES WORK PLAN

The Florida Department of Economic Opportunity (now known as Florida Commerce) published "A Guide to the Preparation of the Water Supply Facilities Work Plan" and provides the statutory requirements for water supply and facility planning as follows:

1. Coordinate appropriate aspects of their comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), F.S]
2. Revise the Potable Water Sub-Element to adopt a water supply facility work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan should address those water supply facilities for which the local government is responsible and include the facilities needed to develop alternative

water supplies. The work plan should also identify conservation and reuse measures to meet future needs. [Section 163.3177(6)(c), F.S]

3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, as well as the applicable policies of the water management district and the district's approved regional water supply plan. Without an approved regional water supply plan, the analysis must consider the district's approved water management plan. [Section 163.3177(6)(d)3, F.S.]
4. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first five years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a 5-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, given a level of priority for funding [163.3177(3)(a)4, F.S.]
5. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to coordinate the comprehensive plan with the regional water supply authority (If applicable) and the applicable regional water supply plan. [163.3177(6)(h)1, F.S.]
6. During the Evaluation and Appraisal review, determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If required, transmit the amendments to incorporate the statutory changes as appropriate. [Section 163.3191(1) and (2), F.S.]

2. DATA AND ANALYSIS

2.1 SERVICE AREA

The City of Ormond Beach is in northeastern Volusia County, North of Daytona Beach and Holly Hill, and South of Flagler County. It has a municipal boundary encompassing approximately 38 square miles and a utility service area encompassing approximately 57 square miles. The city provides potable water service to residential, retail, commercial, and industrial customers throughout its service area. The City currently has approximately 56,000 potable water customers. In addition to the corporate limits of the City of Ormond Beach, the utility service area includes:

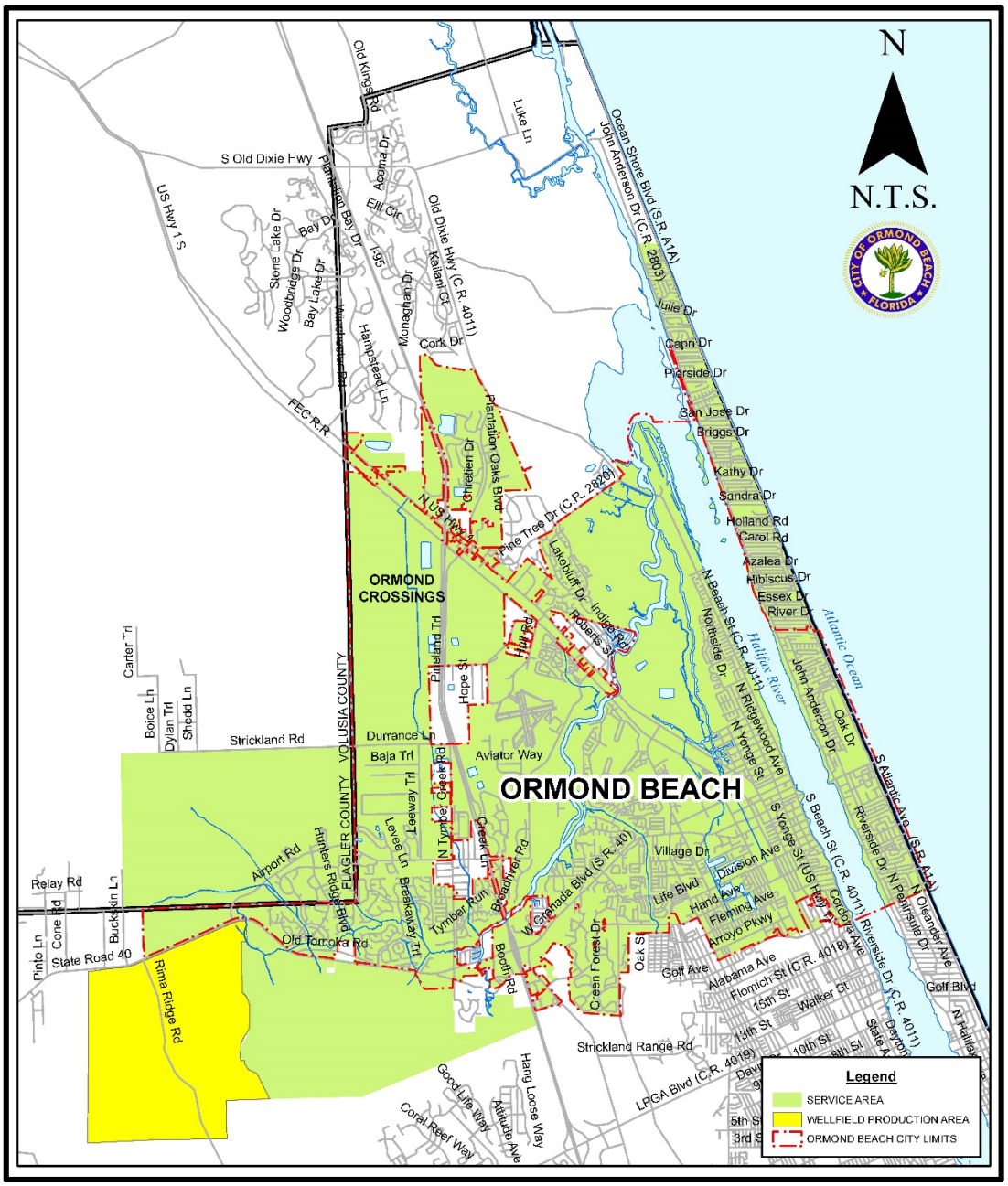
1. The North Peninsula Water District: This area includes portions of unincorporated Volusia County, including Ormond by the Sea;
2. Hunter's Ridge-Flagler County Development of Regional Impact (DRI): The City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter's Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter's Ridge-Flagler County DRI

Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

3. West Ormond Utilities District that includes lands within the City of Daytona Beach. This area contains multiple land areas including the Chelsea Place subdivision, Pineland subdivision, lands west of Tymber Creek Road, including Hunter's Ridge, Breakaway Trails, and a land area within the City of Daytona Beach. In 2006, Ormond Beach and Daytona Beach each approved a Settlement Agreement that governs the portion of the Ormond Beach utility service area within the City of Daytona Beach. The Settlement Agreement incorporates four interrelated documents: (1) a Second Amended Water and Sewer Service Area Agreement; (2) an Interlocal Wholesale and Wastewater Treatment Service Agreement; (3) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East [and West] of I-95; and (4) a Wholesale Water and Wastewater Rate Analysis by Black & Veatch.

A Utility Service Area Map illustrating Ormond Beach's municipal boundary and service area is included **Figure 1.** Residents within the utility service area receive potable water, wastewater, and reclaimed water services from the City where service is available.

Figure 1: Service Area



City of Ormond Beach G.I.S. Department P.O. Box 277 Ormond Beach, Fl 32174 May 16, 2023	**CITY OF ORMOND BEACH WATER PLANNING SERVICE AREA**	Figure 1 ***WATER PLANNING SERVICE AREA MAP***

2.2 EXISTING RAW WATER INFRASTRUCTURE

The City obtains its water supply to serve the utility service areas from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, 33 active primary and secondary groundwater production wells are drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region. These BAT wells are currently only being utilized for reclaimed augmentation purposes as needed. **Table 1** Below is summarized current information regarding the city's wellfields and corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included **Table 1**. These three new wells are currently in the design process and are scheduled to be constructed in 2024 as part of a capital improvement project.

Table 1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Active
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total						**2,980**		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total						**475**		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	300	TBD	Proposed
Existing Hudson WF Total GPM						**1,537**		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF						**4,000**		

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total						**700**		
Maximum Production (All Wellfields)						**9,692**		

Utilizing the maximum production GPM value calculated within **Table 1**, the City can theoretically withdraw 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). However, removing the BAT reclaimed augmentation wells from the equation results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2** shows the approximate geographic location of wells throughout the City's service area.

2.3 EXISTING WATER QUALITY

The primary water quality concern for the City's existing wellfields is chloride levels. **Table 2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded. Typical chloride levels are a concern and are considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D have experienced 'high' levels of chlorides within the past few years. Having chloride levels exceeding 250 mg/L is not a critical concern because the city has a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the city would like to reduce the overall usage of the wells above with higher chloride levels to the maximum extent allowable within their CUP limits during the renewal process.

Wells 18SR and 20SR are offline and need repairs or relocation. The city is working on re-establishing these wells soon. Having them back online will aid the City with raw water supply capacity and wellfield rotation and will likely help lower the measured chloride levels. The city intends to discuss these out-of-service wells with SJRWMD during their CUP renewal process.

Figure 2: Primary Raw Water Components

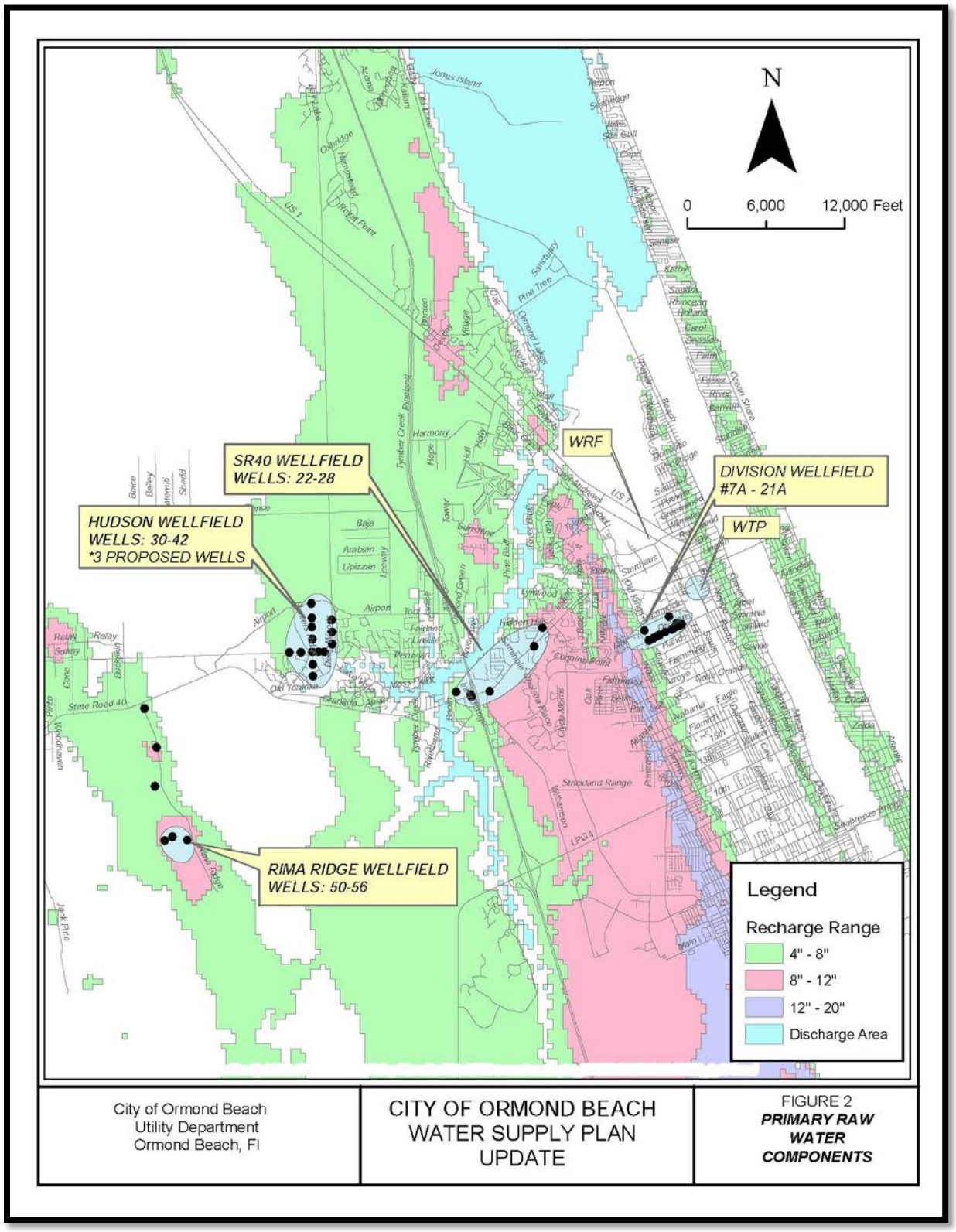


Table 2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D*	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

*Well, 10D was returned to active service near the end of the calendar year 2023.

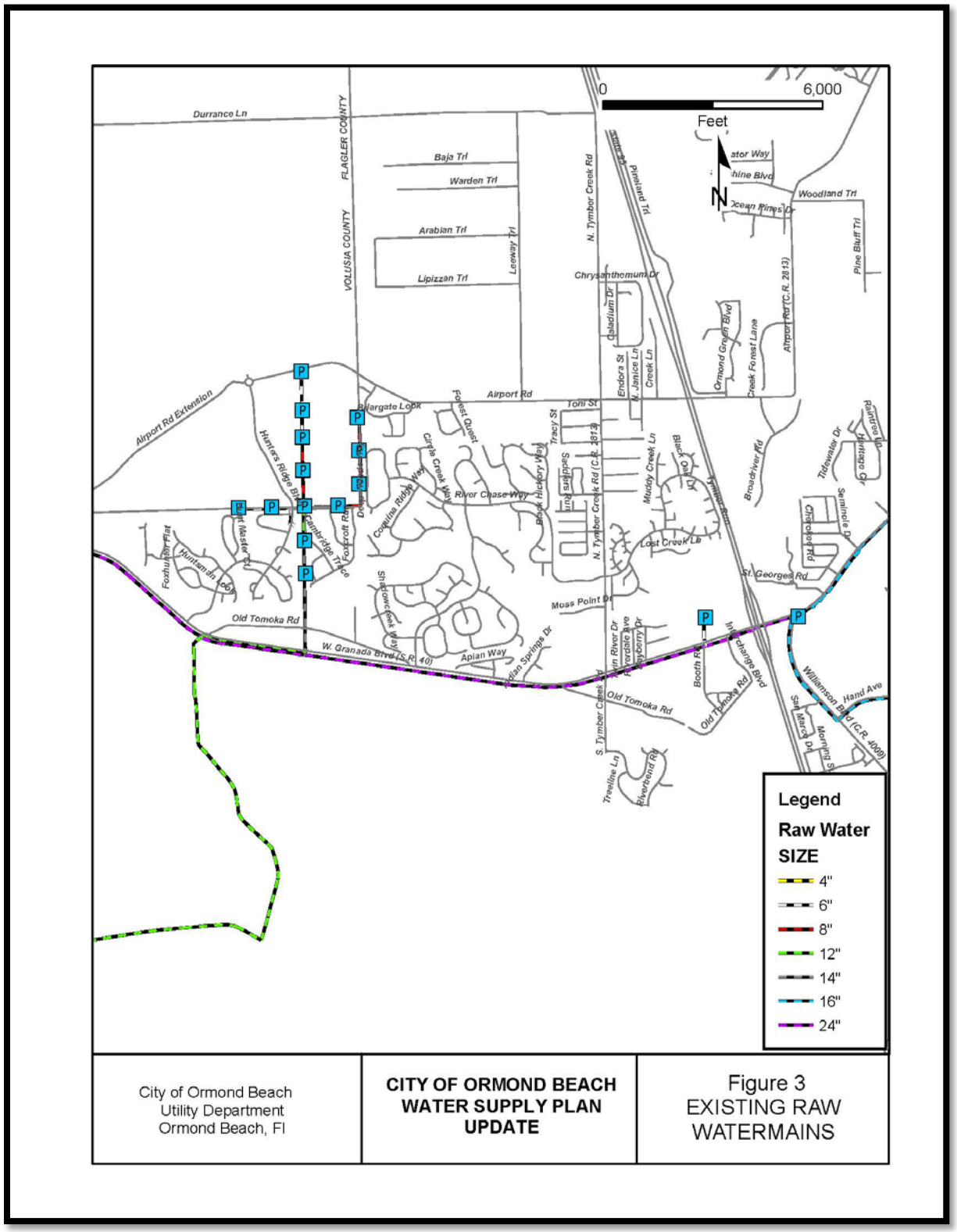
2.4 EXISTING RAW WATER PIPING

The raw water transmission system comprises approximately 134,701 lineal feet, or approximately 25.5 miles, of various pipe sizes. **Table 3** illustrates the estimated length of each type of material present throughout the raw water transmission system according to the latest GIS information. **Figure 3** show a portion of the existing raw water main system in the western portion of the City's service area. The purpose of the raw water transmission piping system is to transfer all water withdrawn from the aquifer by the city's wells to the water treatment plant, where it can be treated and distributed to the city's potable customers.

Table 3: Raw Water System Pipe Material Tabulation

Size	Ductile Iron (LF)	PVC (LF)	Other/Unknown (LF)	Total (LF)
24-inch	39,468			39,468
16-inch	50,626	938		51,565
14-inch	174	2,953		3,127
12-inch	24,592	900	53	25,545
8-inch	755	5,869	117	6,741
6-inch	3,793	3,574	602	7,969
4-inch	287			287
Total	**119,694**	**14,235**	**772**	**134,701**

Figure 3: Existing Raw Watermains



2.5 EXISTING CONSUMPTIVE USE PERMIT STATUS

The City's current Consumptive Use Permit (CUP) was established in 2012 by the SJRWMD and is set to expire in 2024. **Table 4** The chart shows the City's current permitted withdrawal limit and historical usage for past years through 2022. The City is currently in the process of renewing its CUP with the SJRWMD. SJRWMD is currently calibrating the Springs model, and the City looks forward to discussing the revised model with the management district.

Table 4: Current CUP #8932 Groundwater Allocations

Year		Permitted Annual Average Withdrawal (MGD)	Historical Annual Average Withdrawals (MGD)
Historical	2009	7.39	6.03
	2010	7.53	6.61
	2011	7.55	7.06
	2012	7.14	7.02
	2013	7.22	6.27
	2014	7.07	5.72
	2015	7.14	6.32
	2016	7.24	6.71
	2017	7.32	6.59
	2018	7.48	6.59
	2019	7.56	6.91
	2020	7.69	6.85
	2021	7.8	6.33
	2022	7.93	6.20
Permitted Withdrawal	2023	8.04	5.95
	2024	8.18	-

The city has an overall permitted daily flow withdrawal limit from all wells and established withdrawal limits for each wellfield. [OBJ] The table shows the currently permitted withdrawal limits for each of the City's existing wellfields.

Table 5: Permitted Average Daily Withdrawals from Each Wellfield

Year	Division Avenue Wellfield (MGD)	SR 40 Wellfield (MGD)	Hudson Wellfield (MGD)	Rima Ridge Wellfield (MGD)	Breakaway Trails Wellfield (MGD)
2014	1.65	0.58	1.51	3.15	0.312
2015	1.65	0.59	1.58	3.15	0.312
2016	1.65	0.60	1.69	3.15	0.312
2017	1.65	0.61	1.76	3.15	0.312
2018	1.65	0.61	1.93	3.15	0.312
2019	1.65	0.61	2.01	3.15	0.312
2020	1.65	0.61	2.16	3.15	0.312
2021	1.65	0.61	2.28	3.15	0.312
2022	1.65	0.61	2.43	3.15	0.312
2023	1.65	0.61	2.45	3.15	0.312
2024	1.65	0.61	2.45	3.15	0.312

2.6 HISTORIC RAW WATER USAGE

Historical raw water use data has been compiled from records kept by the City. **Table 6** The data range from 2015 to 2022. The main point is that the City's raw water system has experienced peak day ratios up to 1.43 times the annualized average daily flow values.

Table 6: Historical Raw Water Usage

Year	Annualized Average Daily Flow (MGD)	Peak Month Flow (MGD)	Peak Day Flow (MGD)	Peak Day Ratio to AADF	Annual % Increase of ADF Flow Values
2015	6.322	6.740	7.870	1.25	
2016	6.713	7.260	8.070	1.20	6.18%
2017	6.588	7.100	7.620	1.16	-1.86%
2018	6.588	7.110	7.880	1.20	0.00%
2019	6.913	7.250	8.540	1.24	4.93%
2020	6.845	7.270	8.660	1.27	-0.98%
2021	6.330	6.990	7.930	1.25	-7.52%
2022	6.203	6.560	7.720	1.24	-2.01%
2023	5.945	6.140	8.490	1.43	-4.08%
Averages	6.563	7.034	8.036	1.25	-0.67%

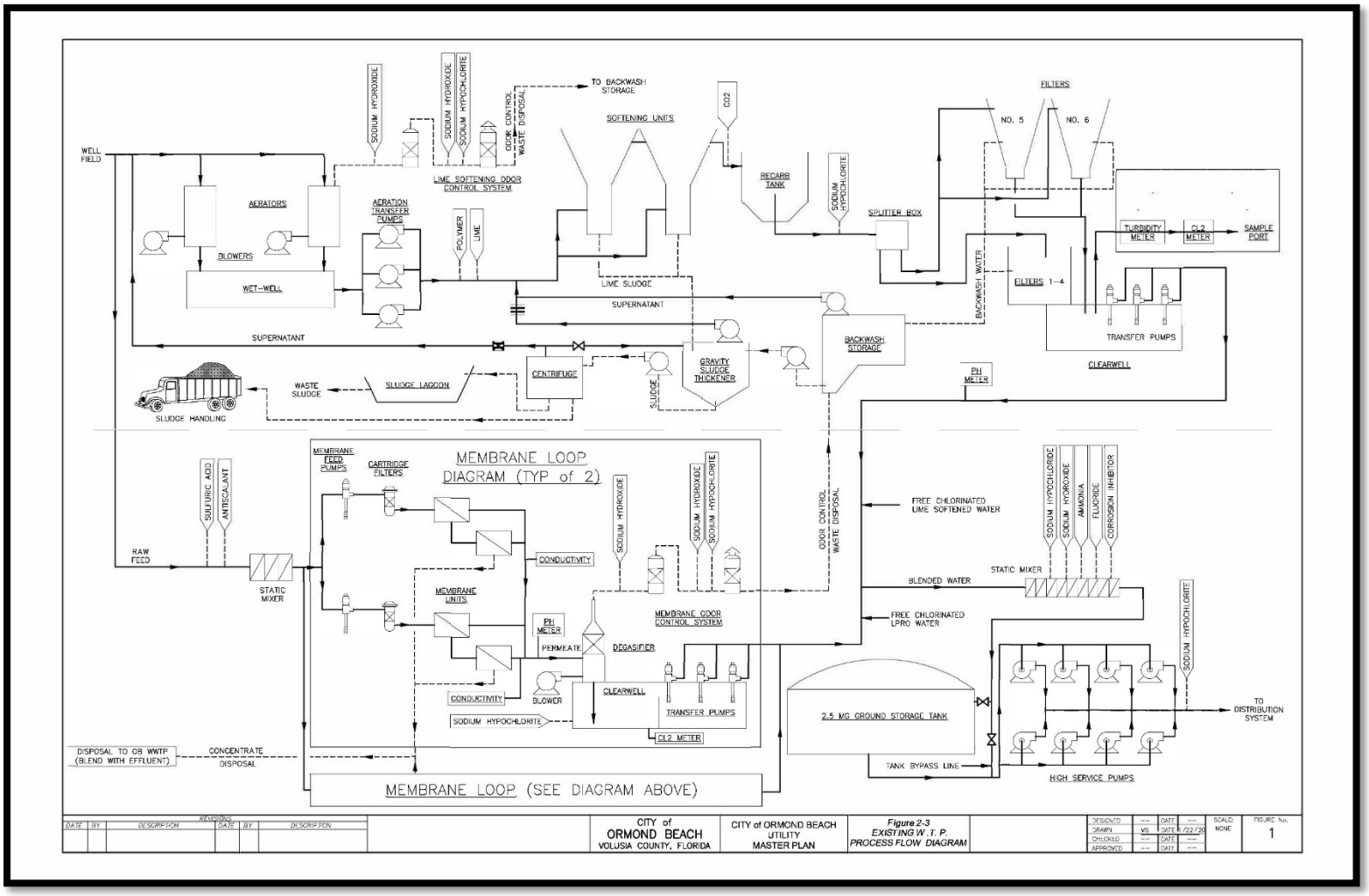
2.7 EXISTING WATER TREATMENT SYSTEM

Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 12.0 capacity is split between an 8.0 MGD lime softening process and a 4.0 MGD low-pressure reverse osmosis (LPRO) process, with both processes being at the same plant location. The physical address of the plant is 298 Tomoka Avenue. The lime softening process includes the following treatment processes: aeration, lime softening, recarbonation, filtration, and disinfection. The LPRO process consists of the following treatment processes: pre-treatment via cartridge filters, feed pumps, membrane skids, chlorine contact chambers, and transfer pumps. The LPRO plant has the advantage of treating raw water with higher chloride levels, but the treatment process requires sacrificing additional raw water. This sacrificed water is designated as a concentrate, which ultimately gets sent to the City's water reclamation facility (WRF) for blending with the City's reclaimed water. **Figure 4** showcases the City's WTP process diagram.

The potable water distribution system primarily includes the following components:

- Four (4) inline booster pump stations
- Main plant storage tanks (2.5 MG Capacity split between two (2) tanks)
- Standish storage tank (1.0 MG Capacity)
- Leeway storage tank (1.0 MG Capacity)
- Approximately 370 miles of distribution piping

Figure 4: WTP Process Diagram



2.8 EXISTING RECLAIMED WATER INFRASTRUCTURE

The City operates a public-access reclaimed water system. The primary source of reclaimed water produced and distributed in the system is treated effluent generated at the City's Regional WRF at 550 North Orchard Street. The Florida Department of Environmental Protection (FDEP) regulates the system under the terms of operating permit # FL0020532.

The City's reclaimed water distribution system primarily includes the following components:

- WRF plant storage tanks (7.0 MG split between two tanks)
- WRF high-service pumping station
- A 2.0 MG storage tank and pump station at Breakaway Trails
- A 0.8 MG storage tank and pump station at Shadow Crossings
- One (1) inline booster station on Airport Road
- Approximately 75 miles of distribution piping

Table 7 showcases the City's average daily reclaimed water flow by month throughout the calendar year of 2022, with the yearly average daily flow into the WRF being 5.39 MGD. The showcased data is based on data recorded by WRF personnel. The primary item to note is that while the city has an annual average reuse rate of 80%, the overall reuse rate fluctuates from roughly 60% to nearly 100% based on the months or time of year. In essence, the city has enough reclaimed supply during the wetter (winter) months but generally does not have enough supply during the drier (summer) months. Additionally, the City does not currently have adequate storage capacity to allow for a more uniform year-round distribution of reclaimed demand. As such, the city is forced to discharge the excess reclaimed water to the Halifax River during periods of low usage, both during the non-growing season (Oct-March) and during periods of high rainfall.

Table 7: 2022 Historical Reuse Flows

Month	Average Flow Thru Plant (MGD)	Average Flow from WTP Concentrate (MGD)	Average Flow to River (MGD)	Flow to Reuse to (MGD)	Percent Reused
January	5.36	0.12	1.34	4.14	76%
February	4.94	0.12	1.09	3.97	78%
March	5.16	0.34	1.45	4.05	74%
April	5.27	0.36	1.21	4.42	79%
May	4.73	0.36	0.43	4.66	92%
June	4.39	0.37	0.01	4.75	100%
July	4.49	0.37	0.23	4.63	95%
August	4.52	0.37	0.21	4.68	96%
September	5.60	0.32	1.42	4.50	76%
October	8.08	0.37	3.45	5.00	59%
November	6.78	0.36	2.96	4.18	59%
December	5.37	0.37	1.47	4.27	74%
Average	5.39	0.32	1.27	4.44	80%

Other sources of reclaimed water, aside from treated effluent, include:

- Concentrate from the City's WTP RO process: Approx. 0.5-1.0 MGD
- Holly Hill reclaimed interconnect: Approx. 0.5-1.0 MGD
- Five (5) irrigation wells in the Hudson Wellfield (turned on as needed)

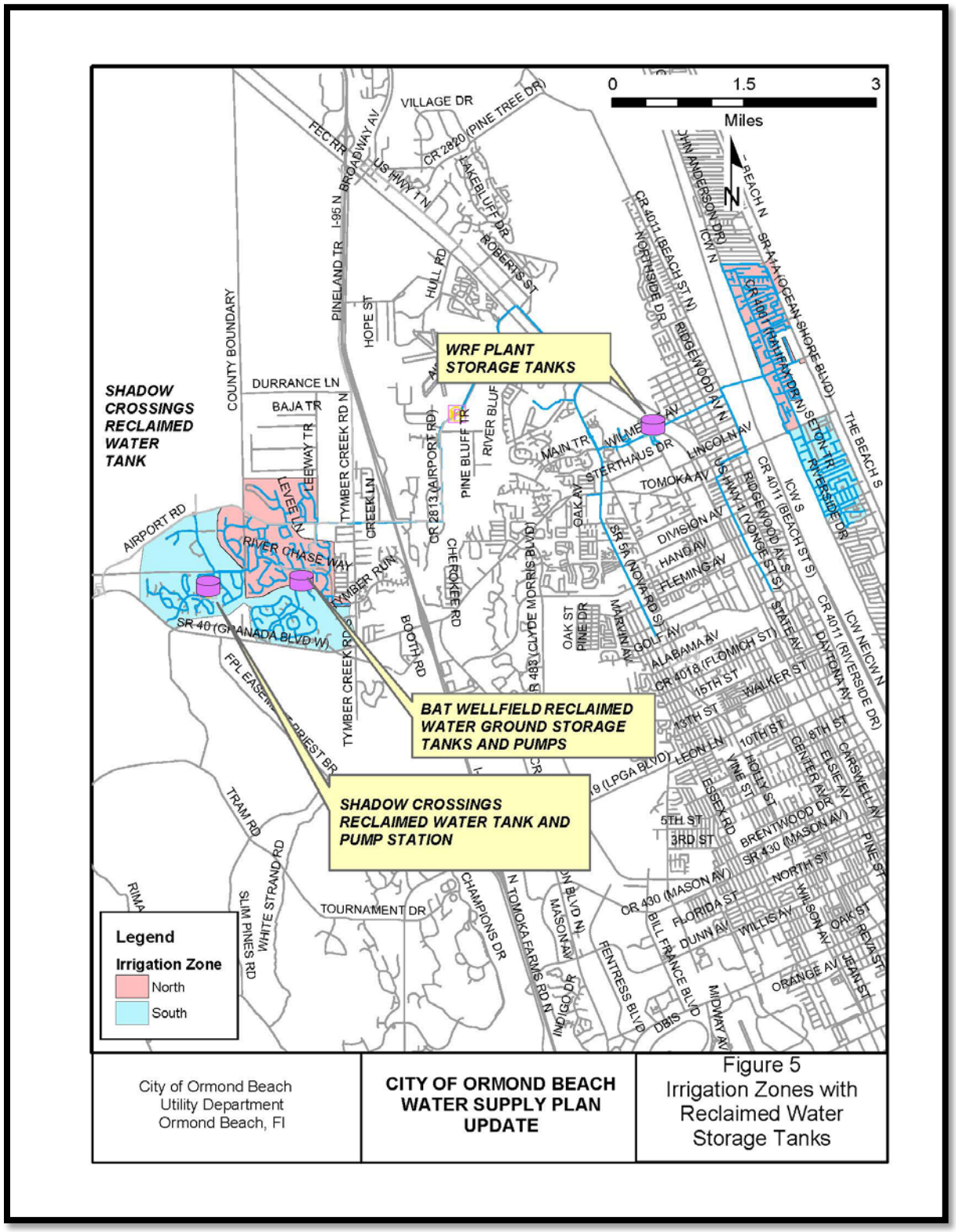
2.9 RECLAIMED WATER SCHEDULING

City ordinances state that under normal conditions, irrigation may only occur between 4 PM and 10 AM. Available reclaimed water, however, is generally fully utilized on most nights, especially during the drier months in the early growing season. During these peak irrigation periods, the city regularly runs out of reclaimed water before 10 AM, showcasing the city's current reclaimed water schedule. Conceptually, the schedule was set up to allow half of the City's customers to irrigate at a time, thereby reducing excess consumption and helping to alleviate pressure drops. Implementing this watering schedule has enabled the city to meet the demands of its reclaimed water customers on most days.

Table 8: Current Reclaimed Water Irrigation Schedule

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
North Breakaway	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
South Breakaway	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Hunters Ridge	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
North Peninsula	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
South Peninsula	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Forest Quest, Briargate, & Deer Creek	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**
Pineland	**OFF**	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**
Mallards Reach	**OFF**	**ON**	**OFF**	**OFF**	**OFF**	**ON**	**OFF**

Figure 5: Irrigation Zones with Reclaimed Water Storage Tanks



2.10 RECLAIMED WATER CONSERVATION CHALLENGES

The City currently serves approximately 3,000 reclaimed customers. Based upon the average reclaimed demand of 4.44 MGD showcased in **Table 7**, this equates to the average City customer using approximately 1,480 gallons per day of reclaimed water. According to SJRWMD's recommendations, the average reclaimed customer should utilize no more than 500-900 gallons of reclaimed water per day. As such, the current demand data suggests that the City's existing customers are using more reclaimed water than they should be.

In the future, the City would like to add additional reclaimed water customers to the City's infrastructure. Adding reclaimed customers would likely reduce potable irrigation demand and also likely reduce surface water effluent discharges. In order to add additional customers, however, the City will need to look at the use of large volume storage to buffer the reclaimed demand, as well as implementing additional policy changes aimed at curbing excess reclaimed water usage. The City welcomes any input or discussion SJRWMD would like to have regarding reclaimed water conservation practices. Implementing the watering scheduling system has been shown to curb some of the excess usage that was present many years ago, but there is still room for improvement. Some methods for managing reclaimed water currently being discussed internally by City staff include public education, metering, remote valving, and increasing enforcement of existing regulations.

2.11 INTERCONNECTS

The City of Ormond Beach currently has six (6) local interconnects with utilities in the surrounding area. These interconnects are not typically utilized, but they are inspected and maintained by City staff on a routine basis as the City recognizes the overall importance of these interconnects.

The City of Holly Hill has three (3) emergency interconnects with the City. These are generally located on Ridge Avenue, South Center Street, and South Nova Road. The City of Daytona Beach has two (2) emergency interconnects with the City. These are generally located on Williamson Boulevard and North Atlantic Avenue. Volusia County has one (1) emergency interconnect with the City. This interconnect is generally located north of Plantation Oaks Boulevard.

3. IDENTIFICATION OF NEEDED FACILITIES

3.1 ANTICIPATED WATER DEMAND PROJECTIONS

The City of Ormond Beach anticipates developments throughout the service area over the next ten years. These planned developments include Avalon Park Daytona Beach, Hunter's Ridge—Flagler County Development of Regional Impact, Plantation Oaks, and Ormond Crossing.

Table 9 and **Table 10** have been created to showcase the projected potable and wastewater demands anticipated for the city over the next 10 years. This includes the demands from the aforementioned developments along with an additional column being added to the account for overall organic growth. This column is meant to represent the

overall increase in demand that would occur on its own regardless of any development. The organic growth rate of 1.5% was chosen based upon historical data and previous master plan documents. This growth values are subject to change and are monitored as part of the annual; Capital Improvement Plan. Additionally, a projected population for the City's service area has also been included within **Table 9**. The initial population for calendar year of 2024 was obtained by multiplying the City's current potable water meter count of 23,685 by 2.30. Subsequent projection years were estimated by taking the increase in total project average annual daily flow (AADF) value per each calendar year and dividing it by 125 gallons per person while rounding to four digits. These aforementioned values of 2.30 and 125 are estimates utilized by Staff based primarily off of historical trends within the City's service area.

Table 10 utilizes the same projection values of **Table 9**, but the 2024 calendar year value for the reclaimed AADF was obtained by reviewing 2023 discharge monitoring reports (DMR) for the City's water reclamation facility (WRF). The different starting values for the water demand and the reclaimed availability are predominately due to not every existing customer within the City's service area utilizing the City's sewer services. When considering the values present in **Table 10**, staff would like to inform the SJRWMD team that the city currently plans on constructing a secondary WRF in the upcoming calendar years. This new facility will aid the City with future wastewater treatment capacity. Additional detail pertaining to this planned facility was left out of this report due to staff feeling such information was not pertinent to a water supply planning document. With that being said, however, staff welcomes any conversations that the SJRWMD team would like to have with the City regarding this facility if reviewers at the district feel it would be beneficial to conservation efforts.

Table 9: Projected Potable Water Demands in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Potable Demand*	Projected Population in City Service Area
2024	6.296	0.521	6.817	54,475
2025	6.390	1.736	8.126	64,950
2026	6.486	1.955	8.441	67,470
2027	6.584	2.207	8.791	70,260
2028	6.682	2.528	9.210	73,620
2029	6.783	2.801	9.584	76,610
2030	6.884	2.930	9.814	78,450
2031	6.988	3.059	10.047	80,310
2032	7.092	3.189	10.281	82,190
2033	7.199	3.318	10.517	84,070
2034	7.307	3.447	10.754	85,970

*Projected potable water demands are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.2 PROJECTED WASTEWATER SUPPLY/RECLAIMED WATER AVAILABILITY

Table 10: Projected Reclaimed Water Supply in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Reclaimed Supply*
2024	5.40	0.521	5.921
2025	5.48	1.736	7.217
2026	5.56	1.955	7.518
2027	5.65	2.207	7.854
2028	5.73	2.528	8.259
2029	5.82	2.801	8.618
2030	5.90	2.930	8.835
2031	5.99	3.059	9.052
2032	6.08	3.189	9.272
2033	6.17	3.318	9.492
2034	6.27	3.447	9.714

*Projected wastewater/reclaimed water supply are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.3 PROJECTED CONSUMPTIVE USE PERMIT ALLOCATION

Table 11 showcases the City's current permitted raw water withdrawal limit and the projected raw water demands for the years 2024 to 2034. The anticipated CUP requested allocation was calculated by adding 1.0 MGD to the projected raw water demands previously shown in **Table 9**. The values showcased within **Table 11** suggests that the City's projected raw water withdrawal requirements will escalate in the upcoming years primarily due to the proposed developments mentioned in section 3 of this report. The City is currently in discussion with SJRWMD regarding renewing their CUP allocations. As such, the request allocation values in this report are subject to change.

Table 11: Projected CUP Values

Year	Current Permitted Annual Average Raw Water Withdrawal (MGD)	Projected Raw Water Demands (MGD)	Anticipated CUP Request Allocation (MGD)
2024	8.18	6.817	
2025		8.126	9.126
2026		8.441	9.441
2027		8.791	9.791
2028		9.210	10.21
2029		9.584	10.584
2030		9.814	10.814
2031		10.047	11.047
2032		10.281	11.281
2033		10.517	11.517
2034		10.754	11.754

3.4 RAW WATER SOURCE NEEDS

Based upon the projected raw water usage requirements shown in **Table 11**, the City will need the ability to withdrawal at least 11.754 MGD worth of raw water by 2033. Using the existing wellfield information summarized in **Table 2** of this report, the City's existing wells can currently supply a theoretical maximum of 13.9 MGD worth of raw water withdrawal. Typical raw water rotation guidelines recommend that the City should have the capability to withdrawal at least 2.0 times the anticipated demand from the upper Floridan aquifer. Having this 2.0 factor of safety allows for rotation of wells and also reduces the criticality of any single well going out of service. In order to reach this 2.0 factor of safety, the City will need to look at adding approximately 7.6 MGD worth of withdrawal capabilities over the course of the next ten years. Assuming approximately 500 GPM from a new well, this would correspond to the City needing to construct approximately 12 new wells. The location, depth, and GPM value for these new wells is currently being discussed within the CUP renewal process.

Alternative options for the City to obtain additional raw water include: utilizing Lower Floridan Aquifer (LFA) ground water, withdrawing surface water from the St. Johns River, and demineralization of seawater. Implementation of any of these alternative ideas, however, would have a significant cost burden placed upon the City. As such, these ideas

are not currently being pursued, but may be considered if significant funding opportunities or partnerships present themselves.

3.5 RAW WATER CAPITAL PROJECTS

The projects listed within this section are intended to highlight the City's anticipated path forward with regard to capital project construction for anticipated raw water needs identified in section 3 of this report. The capital improvement projects shall be reviewed annually as part of the city's budget and capital improvement plan process. In order to meet the projected demands of the raw water projection of 10.75 listed in **Table 11** for the calendar year 2034 with a 2.0 factor of safety, the City's existing raw water system will need to be reinforced and expanded upon. The projects listed within this section are aimed at establishing redundancy and adequate supply for the City in the years to come.

3.5.1 Raw Water Main Reinforcement

One of the main concerns the City has regarding the existing raw water transmission system is the overall dependence on the existing 24-inch main that runs along Granada Blvd from the utility easement located between Shadow Crossings and Breakaway Trails to the existing Walmart. If anything were to ever happen to this 24-inch main, the City would lose the capability to transfer water from the Hudson and Rima Ridge wellfields back to the existing water treatment plant. To reduce this overall potential vulnerability, the City is currently in the process of completing the design of a secondary, redundant, raw water main from Hunter's Ridge to Williamson Boulevard. A preliminary cost estimate is shown in **Table 12**. This project is intended to be implemented in the short term.

Table 12: Raw Water Main Reinforcement - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
16-inch Raw Water Main	13,500	LF	$120	$1,620,000
Valves and Fittings	1	LS	$380,000	$380,000
			Construction Sub-Total	$2,000,000
			Contingency @ 20%	$400,000
			Engineering & CEI @ 15%	$300,000
			Total Estimated Project Cost	$2,700,000

3.5.2 Hudson Wellfield Expansion

The City currently has three (3) additional wells permitted for construction within the Hudson Wellfield as was permitted in the previous CUP application. The City has executed a task order with one of the consultants for the design of these new wells and the goal is to bring these wells online by the end of calendar year 2024. As such, this project is categorized as short term. A preliminary cost estimate is included in **Table 13**.

Table 13: Hudson Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$300,000	$900,000
Well Access and Sitework	1	LS	$500,000	$500,000
Raw Water Main Piping	1	LS	$200,000	$200,000
Electrical and Instrumentation	1	LS	$100,000	$100,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$1,900,000
			Contingency @ 20%	$380,000
			Engineering & CEI @ 15%	$285,000
			Total Estimated Project Cost	$2,565,000

3.5.3 Rima Ridge Wellfield Expansion

The City would benefit from constructing additional raw water wells in the Rima Ridge wellfield. This proposed project currently seeks to add three (3) new wells in the medium to long term time horizon. Estimated withdrawal capacity from each future well is approximately 500 GPM. A preliminary cost estimate is included in **Table 14**. This project along with the prospect of a new wellfield will be discussed with SJRWMD during the CUP renewal process and is listed an intermediate project in the City's capital improvement program.

Table 14: Rima Ridge Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	$375,000	$1,125,000
Well Access and Sitework	1	LS	$650,000	$650,000
Raw Water Main Piping	1	LS	$275,000	$275,000
Electrical and Instrumentation	1	LS	$200,000	$200,000
Emergency Power Generator	1	EA	$200,000	$200,000
			Construction Sub-Total	$2,450,000
			Contingency @ 20%	$490,000
			Engineering & CEI @ 15%	$367,500
			Total Estimated Project Cost	$3,307,500

3.5.4 Establish New Wellfield

The projected raw water demands demonstrate that the city will need to add raw water withdrawal capabilities in the upcoming years and construction of a new wellfield will be the most cost-effective option. Achieving a factor of 2.0 for raw water production to raw water demand would give the city greater flexibility to rotate wells, reducing saltwater up-coning and allowing for better control over elevated chloride levels. As previously mentioned, in order to reach this recommended 2.0 production capability, the city would

need to construct at least 12 new wells in the future. Assuming three (3) additional wells are installed within the Hudson Wellfield and three (3) additional wells are installed within the Rima Wellfield, the City should anticipate approximately six (6) wells within the new wellfield. At this point in time, no cost estimate has been established due to the unknown future wellfield site location. This project will be discussed with SJRWMD during the CUP renewal process and is considered a long-term project.

3.6 WATER TREATMENT SYSTEM CAPACITY IMPROVEMENT PROJECT

Based upon the average day potable water demand flow projection of 10.75 listed in **Table 9** for the year 2034, the City's existing water treatment plant will be challenged to provide adequate treated potable water in the long-term future. Typical FDEP recommendations are to plan for additional treatment capacity once the facility nears 80% capacity, which would be 9.6 MGD for the City. As such, the City is currently looking at constructing an additional potable water treatment facility in the future. The projects listed below are aimed at establishing such a facility.

3.6.1 Future Water Treatment Plant Evaluation Report

Due to the complexity of bringing a water treatment plant online, the City plans on conducting an evaluation report prior to the design process. The evaluation report is aimed at reviewing the following items as a minimum: site usability, technology selection, permitting requirements, staffing requirements, raw water quality, any potential blending requirements, and storage and pumping needs. **Table 15** shows a conceptual cost estimate for this evaluation report. This project is currently listed as long term.

Table 15: Future Water Treatment Plant - Evaluation Report

Item Description	Qty	Unit	Unit Cost	Total Cost
Site Evaluation and Technology Report	1	LS	$250,000	$250,000
			Contingency @ 20%	$50,000
			Total Estimated Project Cost	$300,000

3.7 WATER SYSTEM CAPACITY IMPROVEMENT PROJECT

The City currently owns undeveloped property west of I-95 near the intersection of Airport Road and Granada Boulevard. This property has been discussed as being a suitable location for a new water treatment facility. Establishing a new facility at this site would allow the City to treat raw water and distribute finished water to the western service area from this location, as opposed to pumping raw water from the western wellfields to the existing WTP only to then have the existing WTP redistribute the treated water back to the western region. The final site location and potential treatment process, however, will be impacted by the evaluation report. The City would welcome any input from SJRWMD for this upcoming facility. This project is currently listed as long term and a preliminary cost estimate is included in **Table 16**.

Table 16: New Western Water Treatment Plant - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
3.0 MGD Water Treatment Plant	1	LS	$30,000,000	$30,000,000
			Construction Sub-Total	$30,000,000
			Contingency @ 20%	$6,000,000
			Engineering & CEI @ 15%	$4,500,000
			Total Estimated Project Cost	$40,500,000

3.8 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECTS

With the establishment of Policy 1.3.5, which is aimed at 100% reuse utilization by 2030, the City will need to add additional storage capacity and also add additional customers to its existing reclaimed water system. The projects within this section are poised to achieve this objective by creating and connecting a reclaimed water reservoir and by showcasing regions of the City's service area that the reclaimed system could be expanded to in the upcoming years.

3.8.1 Reclaim Main Extension to Reservoir

Based upon previous hydraulic modeling endeavors, the existing 10-inch reclaimed main on Airport Road has been identified as experiencing velocities around 12.0 ft/s during the daytime when filling the City's western storage tanks. For reclaimed water distribution systems, velocities greater than 8 ft/s are typically considered unacceptable. As such, this main is considered undersized and is considered by Staff as being the primary issue with transferring reclaimed water to the western portion of the City's service area. To remedy this situation, the City intends to replace the existing reclaimed main with a new pipe of a greater diameter to increase reliability, reduce experienced velocities, and add capacity to accommodate increased future demand. Additionally, this proposed project would also install a new main to the north of Airport Road such that it would connect the City's existing water reclamation facility to a future reclaimed water reservoir site. The City currently believes an 18-inch diameter main from the Airport Road booster station to the reclaimed reservoir site will achieve the desired outcomes of reducing velocities while also increase storage capabilities. A conceptual cost estimate for this project is shown in **Table 17.** City staff is currently in the initial design phase of this project. As such, this project is listed as being short term.

Table 17: Reclaimed Main Extension to Reservoir - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$350,000	$350,000
18-inch Reclaimed Water Main	28,000	LF	$110	$3,080,000
18-inch Gate Valves	14	EA	$14,000	$196,000
18-inch Reclaimed Main Tie-In	2	EA	$15,000	$30,000
Air Release Valve Assemblies	5	EA	$5,000	$25,000
As-Builts	1	LS	$75,000	$75,000
Clearing and Restoration	1	LS	$650,000	$650,000
			Total Estimated Construction	*$4,406,000*
			Contingency @ 20%	$881,200
			Eng., C.A., & Inspection @ 15%	$660,900
			TOTAL ESTIMATED PROJECT COST	**$5,948,100**

3.8.2 Reclaim Water Reservoir Tank and Station

Creating a reclaimed water reservoir would allow the City's WRF to store additional reuse water during periods of low demand while also providing an augmentation source when periods of high demand occur. The City is currently in the planning process of constructing a reservoir in Flagler County near Strickland Road. A conceptual cost estimate is included in **Table 18**. This project is currently listed with a short-term designation.

Table 18: Reclaimed Water Reservoir Tank and Station - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
Mobilization and General Conditions	1	LS	$300,000	$300,000
Sitework	1	LS	$125,000	$125,000
18-inch Reclaimed Main	100	LF	$110	$11,000
2 MG Storage Tank	1	EA	$1,500,000	$1,500,000
Pump Station	1	LS	$750,000	$750,000
Filtration Unit	1	LS	$350,000	$350,000
Electrical and Instrumentation	1	LS	$375,000	$375,000
As-Builts and Restoration	1	LS	$80,000	$80,000
Reservoir Excavation*	1	LS	$0	$0
			Construction Sub-Total	$3,491,000
			Contingency @ 20%	$698,200
			Engineering Design and CEI @ 15%	$523,650
			Total Estimated Project Cost	$4,712,850

*Excavation of Reservoir assumed to be sold as a borrow pit

3.8.3 New Reclaim Water Storage Tank and Pump Station

With the potential construction of a new water treatment plant and a new water reclamation facility in the western service area, the construction of a reclaimed water storage tank and pump station in the same general vicinity would be a reasonable addition. As such, the City anticipates constructing a 3.0 MG reclaimed water storage tank to add additional reclaimed water storage.

A conceptual cost estimate for this project is included in **Table 19**. This is considered an intermediate term project. This project is partially dependent on the completion of the new western plants projects previously mentioned, and may ultimately be combined within those future projects.

Table 19: Reclaimed Water Storage Tank/Pump Station - Preliminary Cost Estimate

Description	*Qty*	*Unit*	*Unit Cost*	*Total Cost*
Mobilization and General Conditions	1	LS	$250,000	$250,000
3.0 MG Reuse Storage Tank	1	LS	$1,600,000	$1,600,000
Reuse Pump Station	1	LS	$750,000	$750,000
Sitework and Yard Piping	1	LS	$150,000	$150,000
20-inch Reclaimed Water Main	100	LF	$150	$15,000
20-inch Valves	2	EA	$14,500	$232,000
Electrical and Instrumentation	1	LS	$150,000	$150,000
As-builts / Layout	1	LS	$81,000	$81,000
Clearing, MOT, and Restoration	1	LS	$50,000	$50,000
			Total Estimated Construction	*$3,278,000*
			Contingency @ 20%	$655,600
			Eng., C.A., & Inspection @ 15%	$491,700
			TOTAL ESTIMATED PROJECT COST	**$4,425,300**

3.8.4 Southern Peninsula Reclaimed Expansion

The City currently has a large number of reclaimed customers on the peninsula portion of the City's service area. As such, expansion of the reclaimed water system on the peninsula to serve customers that do not currently have reclaimed available would make practical sense. Based upon recent hydraulic modeling reports, however, the City has found that the reclaimed system cannot accommodate additional flow due to having only one subaqueous reclaimed crossing. To alleviate this bottleneck, the City is currently in the process of planning for a secondary subaqueous crossing under the Halifax River in the intermediate time frame. With this project completed, the City would be able to expand the existing reclaimed water system on the beachside to serve additional customers. Establishing additional customers on the peninsula would allow for the City to reduce the amount of potable water used for irrigation purposes. This project is currently on the City's long-term radar and conceptual cost estimate will be made during the next major master plan update.

3.8.5 Ormond Crossings Reclaimed Transmission Loop

With the proposed Ormond Crossings development, the developer is currently looking at the potential for installing a reclaimed water main system in the developed area. Theoretically, if the City and developer could work together to install a reclaimed system

that spanned to both the north and south side of the Ormond Crossings region, then this would allow for the City to establish a reclaimed water main looped system from US1 to Airport road. Doing so would allow the City to add additional customers to the reclaimed water system, decrease the amount of potable water used for irrigation purposes in the planned development, and improve reliability in the overall reclaimed system. This project, however, is currently tentative due the overall nature of development. As such, this project is currently listed as a long-term endeavor dependent upon the developer's timetable. A conceptual cost estimate will be made during the next major master plan update.

4. FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Below is water, wastewater and reclaim projects within the city's five-year capital improvement plan.

Table 20: Fund 409, Water and Wastewater R and R (Annual)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Annual)							
EXPENDITURE							
148	Fire Hydrant and Valve Expansion Pro	175,000	175,000	175,000	175,000	175,000	875,000
150	General Facility and System Upgrade	850,000	850,000	850,000	850,000	850,000	4,250,000
152	Lift Station Rehabilitation	75,000	1,383,362	600,000	600,000	600,000	3,258,362
155	Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
157	Meter Installation	90,000	90,000	90,000	90,000	90,000	450,000
158	Pretreatment Effluent Pump Replace	180,000	180,000	180,000	180,000	0	720,000
160	Sanitary Sewer Inflow Infiltration	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL EXPENDITURES		**1,820,000**	**3,128,362**	**2,345,000**	**2,345,000**	**2,165,000**	**11,803,362**

Table 21: Fund 409, Water and Wastewater R and R (Capital)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Capital)							
EXPENDITURE							
164	Airport Road Reclaim Water Main PH	1,100,000	0	0	0	0	1,100,000
165	Shadow Crossings Reuse Pump Facil	415,000	0	0	0	0	415,000
167	Water Main Replacement	2,600,000	300,000	0	0	0	2,900,000
172	SR40 Utility Adjustments	33,000	0	0	0	0	33,000
173	WRF Filter Modifications	0	320,000	5,215,000	0	0	5,535,000
175	Halifax River Force Main Crossing	0	0	153,000	1,913,300	0	2,066,300
177	Existing Wellfield Repairs	0	0	0	145,000	1,778,750	1,923,750
TOTAL EXPENDITURES		**4,148,000**	**620,000**	**5,368,000**	**2,058,300**	**1,778,750**	**13,973,050**

Table 22: Fund 434, Water Impact Fees

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
434-Water Impact Fees							
EXPENDITURE							
180	Hudson Wellfield Expansion	2,572,500	0	0	0	0	2,572,500
182	Utility Master Plan Update	0	320,000	0	0	0	320,000
TOTAL EXPENDITURES		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**
FUNDING							
Wastewater Impact Fees		0	160,000	0	0	0	160,000
Water Impact Fees		2,572,500	160,000	0	0	0	2,732,500
TOTAL FUNDING		**2,572,500**	**320,000**	**0**	**0**	**0**	**2,892,500**

Table 23: Fund 499, Water and Wastewater R and R (West Ormond)

Page #		2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
499-Water and Wastewater R and R (West Ormond)							
EXPENDITURE							
186	West Ormond Utilities Area A WM FM	200,000	2,500,000	0	0	0	2,700,000
188	West Ormond Utilities Potable Tank a	375,000	5,025,000	0	0	0	5,400,000
190	West Ormond Utilities SR40 WM FM	6,280,000	0	0	0	0	6,280,000
192	West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
194	West Ormond Utilities WRF Site Impr	1,620,000	0	0	0	0	1,620,000
196	West Ormond Utilities Airport Rd FM	0	275,000	3,059,500	0	0	3,334,500
198	West Ormond Utilities - New Rima W	0	0	300,000	3,007,500	0	3,307,500
200	West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
202	West Ormond Utilities SR40 Parallel	0	0	225,000	2,880,000	0	3,105,000
204	West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
206	West Ormond Utilities - New Raw Wat	0	0	0	0	20,452,500	20,452,500
208	West Ormond Utilities WTP	0	0	0	0	47,250,000	47,250,000
TOTAL EXPENDITURES		**14,975,000**	**45,050,000**	**41,134,500**	**10,207,500**	**67,702,500**	**179,069,500**

5. WATER SUPPLY POLICY UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5 (Modified)

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6. (New)

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 5.2.1. (Modified)

The City shall maintain a ~~w~~Water ~~s~~Supply ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2. (Modified)

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3. (New)

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 1.7.2. (Modified)

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.3.2. (Modified)

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.

b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.

c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.

d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7. (Modified)

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge

POLICY 5.3.8. (New)

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2. (Modified)

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

c. Roads: The following level-of-service standards are adopted for roadways Citywide:

	LOS Daily	LOS Peak Hour
City	C	D
County	D	E
State	C (SIS/FIHS)	D (TRIP)

d. Water:

Raw:	~~An average daily volume of 124 gallons of raw water per capita per day.~~ An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).

Potable:	~~An annual average daily volume of 110 gallons per capita per day.~~ An average daily volume of 300 gallons per ERU.
Sewer:	An average daily volume of 270 gallons per ERU.
Reclaimed:	~~An average of daily volume of 600 GPD per ERU.~~ An average daily volume of 300 GPD per ERU.

e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~ Other uses water standards:

Types of Establishments*	
Apartments	0.7 ERU per unit
Bars and cocktail lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 Sq. Ft.
General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie theaters, auditoriums, churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

e. Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

~~Table D~~

~~Utilities~~

~~Capital Improvements Schedule~~

~~November, 2020~~

#	~~Project Description/ Area~~	~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~	~~Relationship to Comprehensive Plan~~
~~Water Improvements~~									-
~~1~~	~~Consumptive Use Permit Renewal~~	~~Water & Sewer charges~~	~~$350,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$350,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~2~~	~~Hudson Wellfield Expansion~~	~~Water & Sewer charges~~	~~$0~~	~~$300,000~~	~~$2,300,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~3~~	~~Secondary Raw Water Main~~	~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Water and Sewer Improvements~~									
~~4~~	~~General Facility and Systems Upgrades~~	~~Upgrades - Water 409221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Upgrades – Sewer 409222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~	
~~5~~	~~Utility Master Plan Update~~	~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~Reclaim Water~~									
~~6~~	~~Reclaimed Water System Improvements~~	~~Water & Sewer charges~~	~~$130,000~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$130,000~~	~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
~~7~~	~~New Reuse Ground Storage Tank~~	~~Water & Sewer Charges~~	~~$0~~	~~$0~~	~~$0~~	~~$385,000~~	~~$0~~		~~Utilities Element - Objs. 1.1, 1.7, and 1.8~~
		~~Total:~~	~~$3,214,175~~	~~$650,000~~	~~$2,870,000~~	~~$735,000~~	~~$350,000~~	~~$7,819,175~~	

~~Table D~~
~~Utilities~~
~~Capital Improvements Schedule~~
~~November, 2020~~

~~Funding Source~~	~~FY 20-21~~	~~FY 21-22~~	~~FY 22-23~~	~~FY 23-24~~	~~FY 24-25~~	~~FY 20-25~~
~~Water & Sewer charges~~	~~$480,000~~	~~$300,000~~	~~$2,300,000~~	~~$385,000~~	~~$0~~	~~$3,465,000~~
~~Upgrades-Water 4092221~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Upgrades-Sewer 4092222~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$175,000~~	~~$875,000~~
~~Utility Master Plan & Rate Study~~	~~$0~~	~~$0~~	~~$220,000~~	~~$0~~	~~$0~~	~~$220,000~~
~~Water Impact Fees~~	~~$2,384,175~~	~~$0~~	~~$0~~	~~$0~~	~~$0~~	~~$2,384,175~~
~~Total~~	**~~$3,214,175~~**	**~~$650,000~~**	**~~$2,870,000~~**	**~~$735,000~~**	**~~$350,000~~**	~~$7,819,175~~

Table D

Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	$2,600,000	$300,000	$0	$0	$0	$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	$0	$0	$0	$145,000	$1,778,750	$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	$2,572,500	$0	$0	$0	$0	$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	$375,000	$5,025,000	$0	$0	$0	$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	$0	$0	$300,000	$3,007,500	$0	$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$300,000	$0	$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	$0	$0	$0	$0	$20,452,500	$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	$0	$0	$0	$0	$47,250,000	$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	$0	$320,000	$5,215,000	$0	$0	$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	$0	$0	$153,000	$1,913,000	$0	$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	$200,000	$2,500,000	$0	$0	$0	$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	$6,500,000	$37,250,000	$37,250,000	$0	$0	$81,000,000

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	$1,620,000	$0	$0	$0	$0	$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	$0	$275,000	$3,059,500	$0	$0	$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	$0	$0	$300,000	$4,020,000	$0	$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	$0	$0	$225,000	$2,880,000	$0	$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	$33,000	$0	$0	$0	$0	$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	$0	$320,000	$0	$0	$0	$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	$6,280,000	$0	$0	$0	$0	$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	$1,110,000	$0	$0	$0	$0	$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	$415,000	$0	$0	$0	$0	$415,000
TOTAL:			**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Utilities Funding Schedule

Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds	$3,710,000	$300,000	$5,215,000	$1,913,000	$1,778,750	$12,916,750
Daytona Beach	$1,890,000	$9,550,000	$10,353,000	$0	$0	$21,793,000
To be determined	$13,085,000	$35,500,000	$30,781,500	$10,207,500	$67,702,500	$157,276,000
Wastewater Impact Fee	$0	$160,000	$0	$0	$0	$160,000
Water & Sewer Charges	$448,000	$320,000	$153,000	$145,000	$0	$1,066,000
Water Impact Fees	$2,572,500	$160,000	$0	$0	$0	$2,732,500
Total	**$21,705,500**	**$45,990,000**	**$46,502,500**	**$12,265,500**	**$69,481,250**	**$195,944,250**

Planning Board minutes from

April 11, 2024

ITEM:

PZ-2023-077

Comprehensive Plan Amendments
Water Supply Work Plan

March 14, 2024

Mr. Galloway moved to approve the March 14, 2024 Minutes. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. PZ 2023-077, Comprehensive Plan Amendments, Water Supply Work Plan

Mr. Spraker, Planning Director, stated that this is an administrative request to amend the Comprehensive Plan related to the Water Supply Work Plan, including text amendments. The Water Supply Work Plan is state mandated to create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Mr. Spraker stated that the work plan summarizes the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based on anticipated development projects scheduled to occur over the next ten years. He reviewed the Water Planning Service Area and proposed text amendments to the Comprehensive Plan. Mr. Spraker introduced Mr. Mike Stephenson, city Utilities Engineer, and stated that Mr. Stephenson is available for any questions. Mr. Spraker stated that staff is recommending approval of the Comprehensive Plan amendments. He concluded that the item will go on to the City Commission, be transmitted to the State, and to abutting cities for any comments.

Board Discussion and Questions

Vice-Chair Shull opened it up to the Board for questions.

Mr. Railsback asked if the plan was done by a consultant. Mr. Spraker responded that it was done by Mr. Mike Stephenson, Utilities Engineer, and that he was in attendance if there were specific questions.

Mr. Jorczak commented on the significant amount of money in the capital budget and expressed his assumption on it being partly in anticipation for the Avalon development. Mr. Spraker replied that the capital budget is prepared by the Finance Director and reviewed and approved by the City Commission. He added that there are a lot of factors in play. There is capacity in the water treatment plant. One focus of the Water Supply Work Plan is on reclaimed water, as a State initiative, where the city cannot release water into the river. There are capital projects that seek to create a reuse storage pond with the goal to expand the reuse facility. Mr. Spraker stated that annually, the capital budget is reviewed as part of the Capital Improvement Plan. The funding sources are defined as it moves along in the 10-year period.

Mr. Jorczak asked if the City has been able to cover a lot of the costs, and asked how to reconcile the plan with the huge amounts of money involved. Mr. Spraker responded that there are a variety of funding sources from impact fees, to grants, and development agreements.

DRAFT

Mr. du Moulin asked if the City allows for growth of staffing at the water department due to the challenge of finding qualified and capable people to carry out the functions. Mr. Spraker replied that the staffing level is looked at annually outside of the Water Supply Plan, which is more focused on wells, reclaimed storage and capital projects, which are major capital expenses.

Mr. Galloway inquired about reclaimed/reuse water, and asked why the recapturing of rain water has not been discussed. Mr. Spraker answered that new development projects such as RidgeHaven, have the irrigation source out of the stormwater ponds, pointing out that some development projects are already doing that. Mr. Spraker stated that the goal is to decrease the potable water demand for irrigation. It was discussed that stormwater management is not the focus of the state mandated Water Supply Work Plan.

Mr. Railsback commented that rain capture in Florida may not be a solution because the aquifer water source is what the State is continually trying to replenish, whereas other states have additional capacity underground.

Mr. Galloway referenced Charleston and how they have coastal towns with the same problems of mass-flooding when getting a 10”-15” overabundance of rain, and asked if the City was going to continue letting the environmentalists dictate and state that the world is coming to an end, or if future instruments will be considered in recapturing it. Mr. Spraker responded that the Shoppes of Granada and RidgeHaven are a couple of projects that have utilized the process. Mr. Spraker refocused and explained that the goal is for the Comprehensive Plan and Water Supply Work Plan to be consistent with St. John’s River Water Management District (SJRWMD).

Mr. Jorczak referenced saltwater intrusion with the severe demand on the aquifer, and how it has other communities drawing off of the same aquifer that is feeding the City of Ormond Beach wells, and asked if there has been any other data in the plan showing the level of saltwater intrusion and its impact on the City’s well systems.

Mr. Stephenson, Utilities Engineer, City of Ormond Beach, stated that it is tracked annually and its currently around 200 milligrams per liter in the overall fluoride intake. The plants can handle up to 250-300 milligrams without any trouble. Mr. Stephenson continued that there are no major concerns for the next ten years.

Ms. Shull asked if security has been updated in the water facilities. Mr. Stephenson replied that it is not part of this plan but it is being looked into and the department is working on updating cameras at its facilities. Both the physical infrastructure and cyber level security is being worked on.

Mr. du Moulin asked if the State mandates security at the City or if the Department of Homeland Security (DHS) mandates it. Mr. Stephenson responded that he thinks that it is mandated by the State but will research further.

Ms. Shull asked for Mr. Spraker to elaborate on what the interconnects are. Mr. Spraker replied that there is an interconnect with Daytona Beach, Holly Hill and Halifax Plantation. In case one city has water issues in an emergency situation, this is a great planning tool to access other municipalities water supply, Mr. Spraker said.

Ms. Shull asked for clarification on where wells are. Mr. Spraker replied that there are wells in Rima Ridge in Volusia County and within Flagler County that pull from the same aquifer.

Mr. Stephenson concurred that the wells are in Volusia County and Flagler County from the same aquifer source. He elaborated that the City converses with St. John's River Water Management District (SJRWMD), who regulates the entire waterbody. Each entity has to communicate with SJRWMD on what they are specifically allowed to draw.

Mr. Jorczak asked if the State regulates how deep a well can go. Mr. Stephenson commented that he is not certain as SJRWMD gets involved with that aspect. He added that below the normal upper Florida aquifer, there is brackish water, going through the confining layer, where a lot of the technology is moving, as opposed to affecting the upper Florida aquifer.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Jorczak motioned to approve PZ 2023-077, Comprehensive Plan Amendments, Water Supply Work Plan. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. PZ 2024-010, Fountain View, Phase 1B, Final Plat

Mr. Spraker explained the application for a final plat for a 137-lot single-family subdivision on approximately 63.22 acres. The Fountain View, Phase 1B subdivision, part of Phase 1 of the Plantation Oaks Planned Residential Development (PRD), is located on the west side of Plantation Oaks Boulevard next to I-95. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and the preliminary plat, Resolution 2024-29. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. He concluded that final plats are reviewed by the Site Plan Review Committee (SPRC), City Attorney's Office, and a City Surveyor and the Site Plan Review Committee (SPRC) recommends approval.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. du Moulin asked about flooding issues with the amount of homes going up. He continued inquiring about any Police and Fire Chiefs concerns with response time. Mr. Spraker replied that the property is not in the flood zone. It is in flood zone x. He continued that when it was in Volusia County, there was an extensive water review for both the County and SJRWMD. Mr. Spraker added that it has extensive coordinated stormwater review. He continued that the Police and Fire Chiefs have been involved since the property was annexed into the City in 2019, where the annexation commenced in 2015. Mr. Spraker commented that it is not a new subdivision and has been around since 1986 in Volusia County and has gone through a number of reiterations. If it was not built in Ormond Beach, it would have been

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-08

AN ORDINANCE OF THE CITY OF ORMOND BEACH, RELATING TO COMPREHENSIVE PLANNING, ADOPTING A 2024 WATER SUPPLY WORK PLAN; ADOPTING COMPREHENSIVE PLAN AMENDMENTS TO THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN, RELATED TO THE WATER SUPPLY WORK PLAN, INCLUDING THE UTILITIES ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, IN ACCORDANCE WITH CHAPTER 163, PART II AND CHAPTER 373 FLORIDA STATUTES; PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; 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 request to amend the Comprehensive Plan related to the Water Supply Work Plan, including text amendments to the (1) Utilities Element, (2) Conservation Element, and (3) Capital Improvements Element and adoption of the Water Supply Plan as Appendix A to the Utilities Element. Florida Statutes require local jurisdictions, Sections 373.709 and 163.3177(6)(c)3, to update their water supply work plan within 18 months after their water management district approves an updated regional water supply plan.

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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments.

   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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments. 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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments. 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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments.

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 21, 2024 - City Commission

Number: 9.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-9
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	ISBA Renewal		
Summary:	This is an administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). The North U.S. 1 Interlocal Service Boundary Agreement was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a 10 year renewal and does not amend any other portions of the North U.S. 1 ISBA. The ISBA allows Ormond Beach to apply its land use and zoning standards to properties within the corridor, whether within the City or in unincorporated Volusia County. The City only requires annexation as properties are connected to City utility services. The Planning Board reviewed the proposed ISBA renewal at the April 11, 2024 meeting and recommended approval by a 6-0 vote. No individuals spoke for or against the renewal.		
Financial Impact:	None		
Citizen Impact:	The ISBA is a long-term commitment to seek to improve the North U.S. Highway 1 corridor. Recent actions have included property redevelopment, new development projects, landscaping improvements, expansion of utilities, and planned roadway improvements. No citizen impact is anticipated due to ISBA renewal.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the proposed Interlocal Service Boundary Agreement renewal for 10 years. If approved, Volusia County must also act upon the renewal.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-09 U.S. 1 Interlocal Service Agreement 2. ISBA Renewal w Exhibits (Exhibit 1 to Ordinance) 3. Ordinance 2014-27 (Exhibit 2 to Ordinance) 4. 04.11.2024, ISBA Renewal, PB Staff Report (8.5X11) 5. 04.11.2024, Planning Board minutes, ISBA Renewal 6. Ordinance BIE, ISBA Renewal
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

ORDINANCE NO. 2024-09

AN ORDINANCE APPROVING AND AUTHORIZING THE RENEWAL OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT, AND A PLANNING AND SERVICES DELIVERY SUB-AGREEMENT, BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; APPROVING THE RENEWAL OF ITINERANT VENDOR CRITERIA; PROVIDING FOR RECORDATION; 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 of the County of Volusia 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, beginning on Page 4680, and Book 8228, beginning on Page 1974; and

WHEREAS, the ISBA 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; and

WHEREAS, on May 7, 2024, the City Commission adopted Resolution 2024-77, respectfully declining the invitation to expand the boundary of the ISBA and expressing a desire to renew the terms and conditions of the ISBA for a ten-year term; and,

WHEREAS, officials from the city and county have since the approval of the resolutions discussed the issues, and have negotiated and agreed upon a ten-year renewal of the existing Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, copies of the agreements and criteria being attached hereto and incorporated herein by reference, and

WHEREAS, on April 11, 2024, the city's planning board (local planning agency) held a public meeting for the purpose of considering the renewal of the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency), and has further determined that the renewal of the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, will serve the best interests and welfare of the general public, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves a ten-year renewal of the Interlocal Service Boundary Agreement, as amended, and the Planning and Services Delivery Sub-Agreement, copies of said agreements being attached as "Exhibits A-C" to the Interlocal Service Boundary Agreement Renewal attached hereto as "Exhibit 1"; and, authorizes and directs the mayor, city manager and city attorney, or their designees, to execute the attached Interlocal Service Boundary Agreement Renewal.

SECTION THREE. The city commission hereby approves a ten-year renewal of the Itinerant Vendor Criteria, as initially approved by Ordinance No. 2014-27, attached hereto as "Exhibit 2".

SECTION FOUR. A copy of this Ordinance (including the Itinerant Vendor Criteria), and the Interlocal Service Boundary Agreement Renewal (including exhibits), shall be recorded with the clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION FIVE. This Ordinance and the Interlocal Service Boundary Agreement Renewal attached hereto have been approved in accordance with sections 171.203(14) and 166.041, Florida Statutes.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance is declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration

shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

PASSED UPON at the first reading of the City Commission, this 21st day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this 4th day of June, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

INTERLOCAL SERVICE BOUNDARY AGREEMENT RENEWAL

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT RENEWAL is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and the **County of Volusia, Florida** (hereinafter referred to as "County") for the purposes stated herein, as follows:

WHEREAS, the City and County are parties to an Interlocal Service Boundary Agreement and Planning and Services Delivery Sub-Agreement ("ISBA") approved by the City Commission of the City of Ormond Beach on August 19, 2014 regarding certain lands along the N. U.S. Highway 1 corridor, and approved by the County Council on August 21, 2014, said agreement having been recorded on August 28, 2014 in Official Records Book 7026, beginning on Page 876 (attached hereto as Exhibit "A"), and

WHEREAS, the City of Ormond Beach and County of Volusia authorized two amendments to the ISBA as recorded in Official Records Book 7758, beginning on Page 4680 (attached hereto as Exhibit "B") and Book 8228, beginning on Page 1974 (attached hereto as Exhibit "C"), and

WHEREAS, the ISBA is set to expire on or about August 28, 2024, and

WHEREAS, a renewal provision contained in Paragraph 4 of the aforesaid ISBA provides for the extension of the initial term subject to mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the extension of said ISBA, as amended, for an additional ten-year period, now therefore,

1. This ISBA Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid ISBA, as previously executed and amended by the parties.

2. The initial term set forth in Paragraph 3 of the ISBA is hereby renewed for an additional ten-year period of time beginning from the original date of expiration; and the ISBA, as amended, shall remain in effect through August 28, 2034, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. All other terms and conditions set forth in the ISBA, as previously executed and amended by the parties, shall remain the same.

[Remainder of page intentionally left blank]

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

DATED:_____, 2024.

CITY OF ORMOND BEACH, FLORIDA

By:_____
Bill Partington, Mayor

Attest:_____
Joyce A. Shanahan, City Manager

Approved by: _____
City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, 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 renewal on behalf of the city. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
NOTARY PUBLIC State of Florida
My Commission Expires:

DATED: _____, 2024.

COUNTY OF VOLUSIA, FLORIDA

BY:_____
Jeffrey S. Brower, County Chair

ATTEST:_____
George Recktenwald, County Manager

Approved by: _____
County Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **JEFFREY S 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 renewal on behalf of the county. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
NOTARY PUBLIC State of Florida
My Commission Expires:

08/28/2014 02:09 PM
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Interlocal Service Boundary Agreement

City of Ormond Beach and County of Volusia

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Interlocal Service Boundary Agreement
City of Ormond Beach and County of Volusia

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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# FF089334
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 [redacted]

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:

[redacted] 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:

CAROLYN 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, Mayor

Attest: _____
Joyce Shanahan, City Manager

Approved by: _____
City Attorney

CITY OF ORMOND BEACH FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

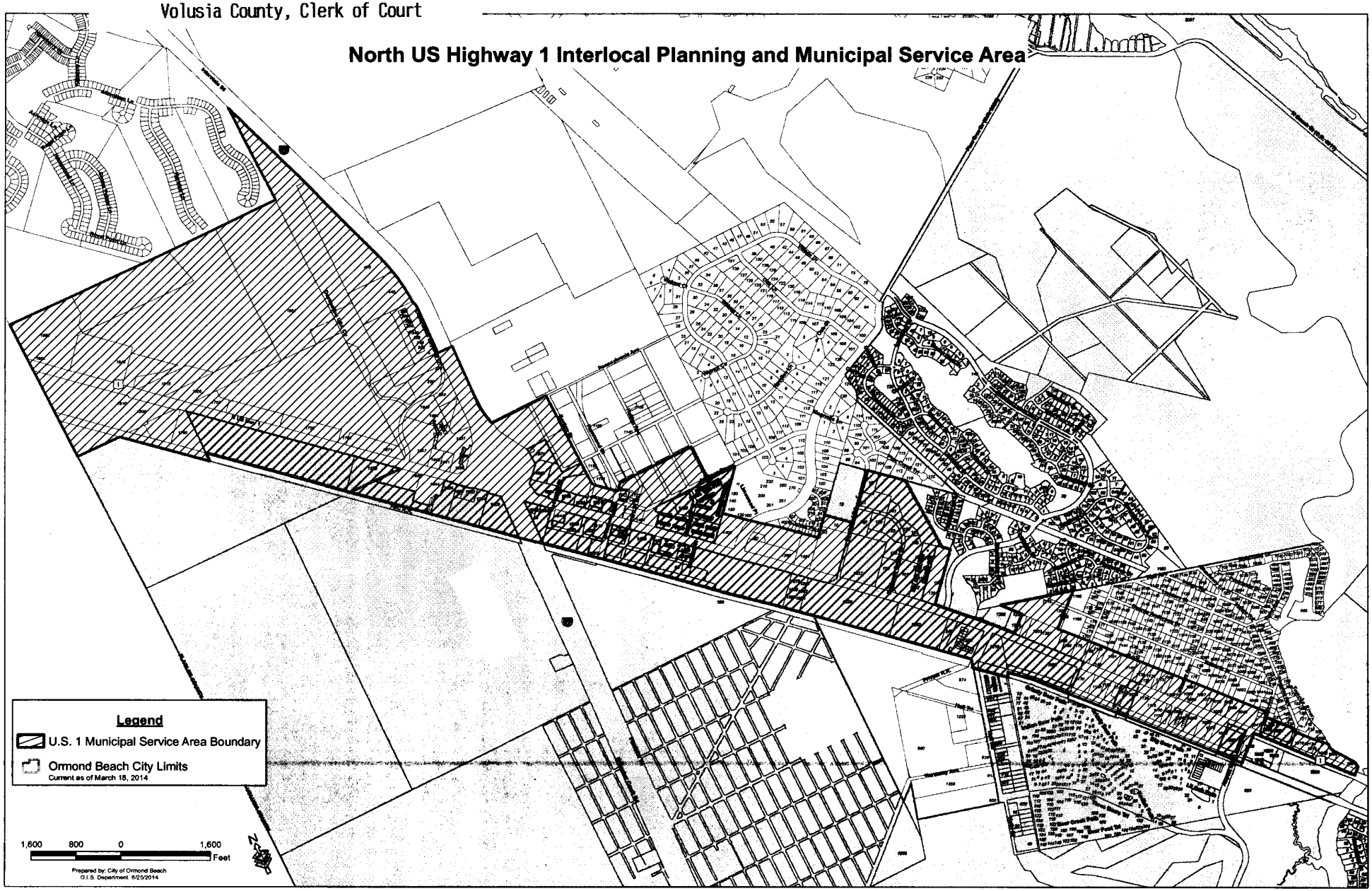
The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. 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

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

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10/11/2019 12:44:24 PM Instrument #2019199943 #1 Book:7758 Page:4680

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:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

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:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

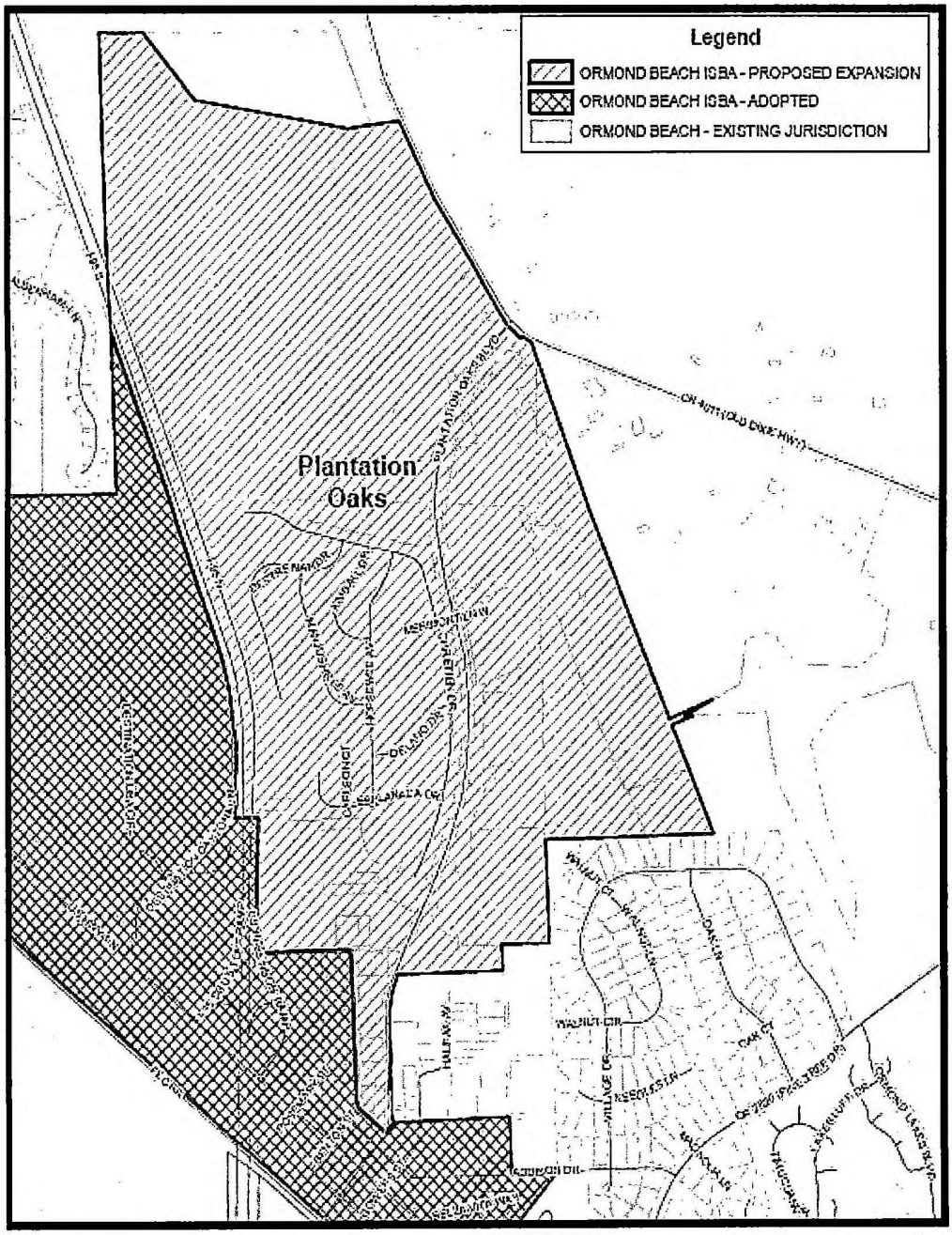
The foregoing instrument was acknowledged before me this 20th day of August 2019, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. 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.

S:\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\[redacted]
019AAE - ISBA 1ST AMND 4011 P19-0111G.DOCX/7/30/2019 14:18

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
W E
S
1 inch = 1,600 feet

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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 ~~2021~~ 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, ~~2022~~ 2021, 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

\\ORMONDBEACHDFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\11-16-21\SBA 2ND AMENDED AGREEMENT.DOCX/

STATE OF FLORIDA
COUNTY OF VOLUSIA

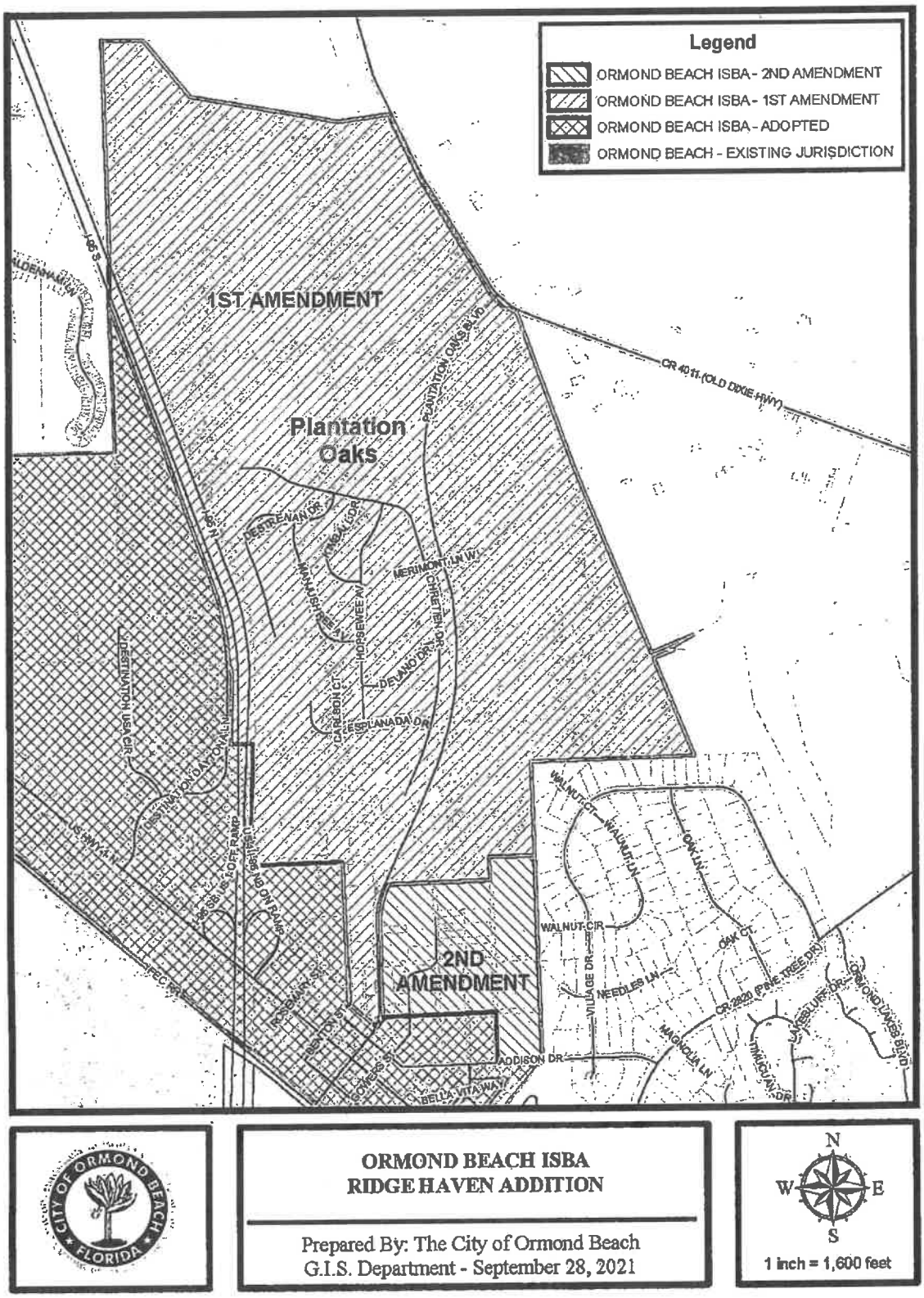
The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They 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
CR 4011 (OLD DIXIE HWY)
PLANTATION OAKS BLVD
DESTINATION OAKS DR
DESTINATION USA CIR
DESTINATION OAKS CIR
DESTINATION OAKS PL
DESTINATION OAKS TRL
DESTINATION OAKS WAY
DESTINATION OAKS LN
DESTINATION OAKS CT
DESTINATION OAKS TER
DESTINATION OAKS PKWY
DESTINATION OAKS BLVD
DESTINATION OAKS AVE
DESTINATION OAKS ALLEY
DESTINATION OAKS RD
DESTINATION OAKS ST
DESTINATION OAKS PATH
DESTINATION OAKS CRES
DESTINATION OAKS HWY

08/28/2014 02:09 PM
Instrument# 2014-155370 # 1
Book: 7026
Page: 896

ORDINANCE NO. 2014-27

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT, AND A PLANNING AND SERVICES DELIVERY SUB-AGREEMENT, BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING A NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; APPROVING ITINERANT VENDOR CRITERIA; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the city commission of the City of Ormond Beach approved on September 7, 2010, Resolution No. 2010-131 (Initiating Resolution) and the county council of the County of Volusia approved on October 7, 2010, Resolution No. 2010-05 (Responding Resolution) identifying certain issues along the N. U.S. 1 corridor, and

WHEREAS, officials from the city and county have over the ensuing months since the approval of the resolutions discussed the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement, a Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria in an effort to address the issues, copies of the agreements and criteria being attached hereto as Exhibits "A", "B" and "C", respectively, and

WHEREAS, on June 12, 2014, the city's planning board (local planning agency) held a public meeting for the purpose of considering the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency), and has further determined that the approval of the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, will serve the best interests and welfare of the general public, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria attached hereto as Exhibits "A", "B" and "C" respectively; and, authorizes and directs the mayor, city manager and city attorney, or their designees, to execute those agreements.

SECTION THREE. The city commission further authorizes and directs the city's planning director, and his designees, to initiate all necessary and appropriate action to amend the city's comprehensive land use plan and/or land development regulations consistent with the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria.

SECTION FOUR. A copy of this Ordinance (including the Itinerant Vendor Criteria), the Interlocal Service Boundary Agreement, and the Planning and Services Delivery

Sub-Agreement shall be recorded with the clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION FIVE. This Ordinance and the agreements attached hereto as Exhibits "A" and "B" have been approved in accordance with sections 171.203(14) and 166.041, Florida Statutes.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance is declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

PASSED UPON at the first reading of the City Commission, this 29th day of July, 2014.

PASSED UPON at the second and final reading of the City Commission, this 19th day of August, 2014.

ED KELLEY
Mayor

ATTEST:

J. SCOTT McKEE
City Clerk

S:\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2014\07-29-14\14-27 ORDINANCE APPROVING U.S. 1 INTERLOCAL SERVICE AGREEMENT REVISED.DOCXRANDY\ORDINANCE APPROVING U.S.1 INTERLOCAL SERVICE AGREEMENT/6/27/2014 11:16

Instrument# 2014-155370 # 4
Book: 7026
Page: 899

EXHIBIT "A"

Interlocal Service Boundary Agreement

City of Ormond Beach and County of Volusia

Instrument# 2014-155370 # 5
Book: 7026
Page: 900

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# [redacted]6
Book: 7026
Page: 901

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 C. 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# FF089334
Expires 2/3/2018

Instrument# 2014-155370 # 15
Book: 7026
Page: 910

EXHIBIT "B"

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 [redacted]

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:

[redacted] 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: Shannon Ellen
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, City Manager

Approved by: _____
City Attorney

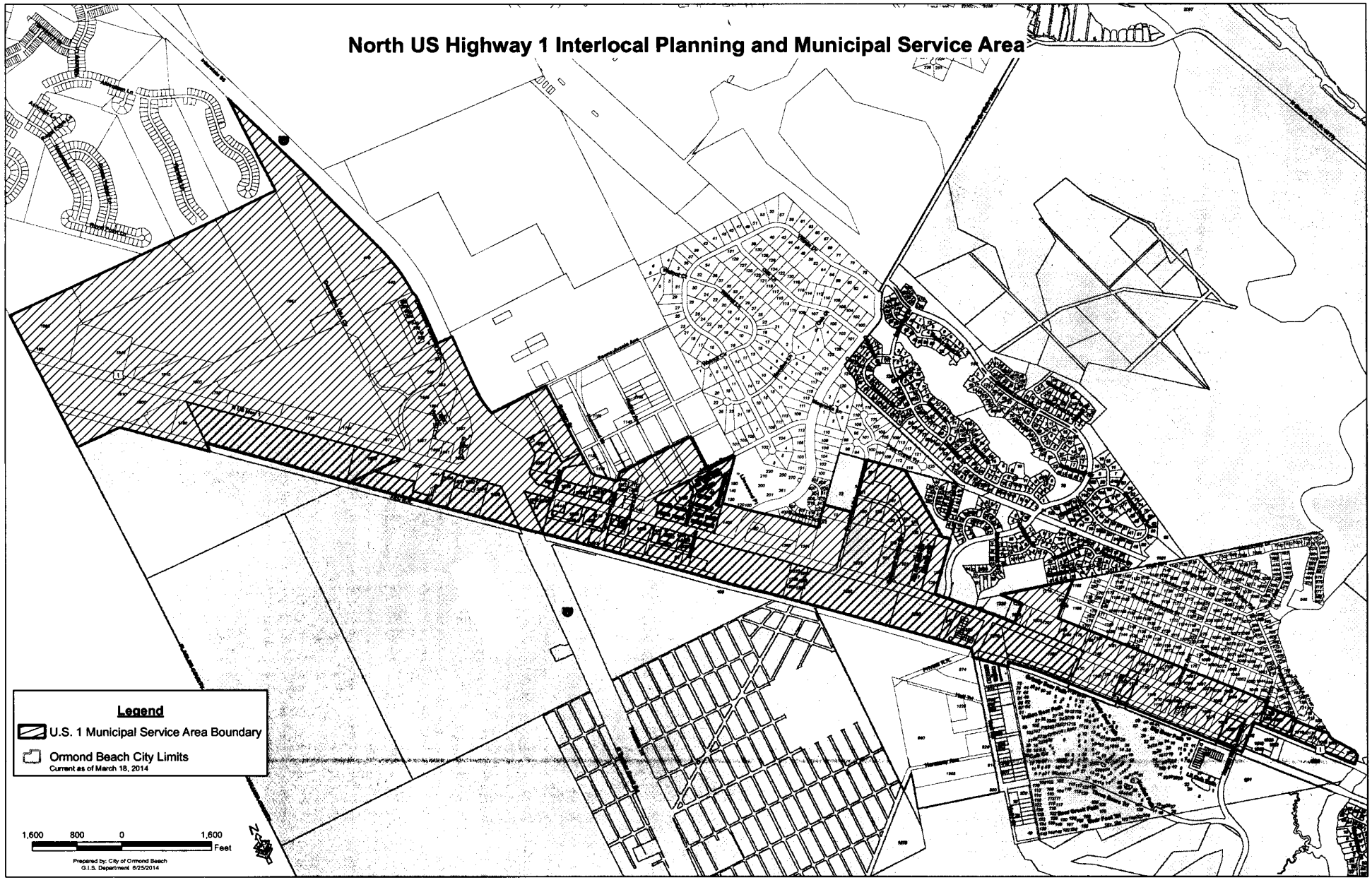
STATE OF FLORIDA
COUNTY OF VOLUSIA

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# FF089334
Expires 2/3/2018

Instrument# 2014-155370 # 23
Book: 7026
Page: 918



MAP 1

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EXHIBIT "C"

Itinerant Vendor Criteria

These Itinerant Vendor Criteria are to be established in furtherance of the Interlocal Service Boundary Agreement, and Planning and Services Delivery Sub-Agreement between the City of Ormond Beach and County of Volusia regarding the North U.S. 1 Joint Planning Area/Municipal Service Area (JPA/MSA). The criteria are intended to be established as part the city's adopted land development regulations.

1. *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) for purposes of the following criteria.

2. *Area of application.* These provisions shall apply to all land in the unincorporated territory of Volusia County as more fully described and depicted in the JPA/MSA to the Interlocal Service Boundary Agreement and Planning and Services Delivery Sub-Agreement.

3. *Definitions.*

a. **Improved land** shall mean land on which permanent improvements consisting of one or more buildings are being utilized for the express purpose of engaging in a primary and lawful business use.

b. **Vacant or unimproved land** shall mean land on which permanent improvements consisting of one or more buildings do not exist or are NOT being utilized for the express purpose of engaging in a primary and lawful business use.

c. **Local business tax receipt (BTR)** shall have the meaning prescribed in Chapter 205, *Florida Statutes.* Specifically, it is a receipt issued by the County or City granting a privilege to engage in a lawful business activity, exclusive of any fees for applicable licenses, permits, registrations, examinations or inspections.

d. **Business use** shall be broadly construed to mean any lawful activity that is commonly and customarily recognized as a business or commercial activity, regardless whether or not such activity is for-profit or not-for-profit.

e. **Primary business use** shall mean being actively engaged in a chief, dominate or main business use of permanent and continuous existence, on a year-round basis, on improved land that is authorized by a valid local business tax receipt, regardless whether such activity is for-profit or not-for-profit.

f. **Itinerant commercial activity** shall mean a business use or activity of intermittent or temporary existence, or not being of a permanent and continuous existence on a year-round basis, regardless whether such use or activity is for-profit or not-for-profit. These activities commonly include but shall not be limited

to tattoo services, food vending, retail, and portable stationary simulation rides. Itinerant commercial activity shall not be a primary business use.

g. **Master Vendor Permit** shall mean a permit that is issued to a property owner authorizing one or more individual itinerant vendors to conduct itinerant commercial activities on the property owner's land for a temporary duration specified in the permit.

h. **Itinerant Vendor Permit** shall mean a permit issued to an individual person or business authorizing the person or business to engage in itinerant commercial activities at a specific location and for a temporary duration specified in the permit.

i. **High Impact Use** shall mean itinerant commercial uses or activities.

j. **High Impact Use on Improved Land Category** shall mean itinerant commercial use or activities on improved land.

k. **High Impact Use on Vacant or Unimproved Land Category** shall mean itinerant commercial uses or activities on vacant or unimproved land.

l. **Outdoor Entertainment Activity** shall mean an activity specific to a primary business use, that is typically smaller in scope than Recognized Event Activities, and that must occur on site as an accessory activity to the principal business use of the property. For purposes of this definition, music, participant contests, auto exhibits, games and similar activities hosted on-site of a primary business use shall not be Outdoor Entertainment Activity. Administrative approvals shall be required for outdoor entertainment activities. Except during and for the limited exception provided in paragraph 5 below for land in the High Impact Use on Vacant or Unimproved Land Category, Outdoor Entertainment Activity shall not be allowed or permitted on vacant or unimproved land.

m. **Outdoor Entertainment Activity Permit** shall mean a permit issued for outdoor entertainment activity that is to occur on the property where a primary business use occurs, and for a temporary duration specified in the permit; except only that outdoor entertainment activities may be allowed during and for the limited exception provided in paragraph 5 below, for land in the High Impact Use on Vacant or Unimproved Land Category.

n. **Recognized Special Events** shall mean Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention & Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24 Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; and Pepsi 400 Race, as established by the Daytona

International Speedway and any other specially licensed outdoor entertainment activity involving more than one property owner.

4. *Category of Use*.

a. **High Impact Use on Improved Land Category.** Itinerant commercial uses or activities are deemed to have significant impacts on the use of improved land, including but not necessarily limited to intensive parking, traffic, and pedestrian safety. The following businesses are known to engage in itinerant commercial uses or activities in the unincorporated territory of the County, as of the effective date of the Agreements and shall be allowed to continue engaging in such uses or activities after the effective date of said Agreements:

1. Recognized Special Event Host:

i. 1635 N. US Hwy 1, (Destination Daytona, activities as specified in County Development Order)
ii. 1065 N. US Hwy 1, (Standard Cycle/Biker Haven)
iii. 1068 N. US Hwy 1, (Iron Horse Saloon)
iv. 1106 N. US Hwy 1, (Hired Gun)
v. 253 Destination Daytona Lane, (J&P Cycles)
vi. 1658 US Hwy 1, (Love's Travel Stop)
vii. 1622 N. US Hwy 1, (Sunshine#230 Store)
viii. 1080 N. US 1, (Harris Village RV Park)
ix. 1105 N. US Hwy 1, (Beaver Bar)
x. 1481 N. US Hwy 1, (Annie Oakley's Saloon)
xi. 1074 N. US Hwy 1, (Ocean Club)
xii. 470 Destination Daytona Blvd, (Wyotec)
xiii. 1041 N. US Hwy 1, (J Discount#2)

2. Outdoor Entertainment Activity:

i. 1635 N. US Hwy 1, (Destination Daytona, activities as specified in County Development Order))
ii. 1068 N. US Hwy 1, (Iron Horse Saloon)
iii. 1065 N. US Hwy 1, (Standard Cycle/Biker Haven)
iv. 1105 N. US Hwy 1, (Beaver Bar)

b. **High Impact Use on Vacant or Unimproved Land.** Itinerant commercial uses or activities are deemed to have the same significant impacts on vacant or unimproved land as those impacts that occur on improved land. Business establishments and lands that are not described in paragraph 4a(1) and (2) above shall be in the High Impact Use on Vacant or Unimproved Land Category for purposes of this Agreement. Itinerant Commercial Activities and Outdoor Entertainment Activities for lands within the High Impact Use on Vacant or

Unimproved Land Category shall be subject to the amortization schedule described in paragraph 5 below.

5. *Rationale for Use of Land Classification and Amortization.* Property values in Florida are based on the aggregate total of building improvement and land value. Much of the total taxable value in property involves a building improvement to land value ratio of approximately 70:30. Consequently, vacant land reserved solely for the purpose of itinerate commercial activities or uses for an event that has limited duration is problematic for several reasons, including:

a. Pays little in taxes to offset the costs of public service impacts related to the event;

b. Vacant or unimproved land is not assessed by the property appraiser for the income to property owners generated by itinerate commercial activities or uses;

c. Vacant or unimproved land that is used solely for itinerate commercial activities or uses have debilitating effects on adjacent property values and the North U.S. 1 corridor in general.

In order to promote the use of land for primary business use purposes, an amortization schedule shall be imposed for itinerant activities and uses, and outdoor entertainment activities, as follows:

High Impact Use on Improved Land. The businesses and land described in paragraph 4a (1) and (2) above shall be exempt from the amortization schedule that applies to those businesses and land in the High Impact Use on Vacant or Unimproved Land Category described below and from the Outdoor Activity provisions of the City's Land Development Code that would require authorization and approval by a Special Exception development order.

High Impact Use on Vacant or Unimproved Land; Amortization Schedule. Lands that are subject to the High Impact Use on Vacant Land Category described in paragraph 4b above may host Itinerant Commercial Activities and Outdoor Entertainment Activities during Recognized Special Events for a period that shall automatically terminate five years from the effective date of the Interlocal Service Boundary Agreement. Permits for Itinerant Commercial Activities and Outdoor Entertainment Activities must be obtained from the City's Site Plan Review Committee in accordance with the requirements of Section 6 or 7 of this Agreement as a condition of engaging in such activities. Itinerant Commercial Activities and Outdoor Entertainment Activities shall be prohibited after the five year termination date prescribed in this section.

6. *Specialized Itinerant Provisions in the North US 1 Corridor.*

a. Specialized Itinerant Provisions ("SIP") applications shall be approved administratively by the City's Site Plan Review Committee.

b. All retail and service activities shall occur outside public rights-of-way.

c. A fully completed application for a Master Vendor Permit shall include attachments containing the following information:

1. A single site plan 8.5 x 11 inches, drawn to scale must show all necessary elements and shall include the following if applicable:

   i. Location of existing facilities/structures
   ii. Location of proposed temporary facilities/structures
   iii. Proposed traffic flow and provisions for ingress/egress
   iv. Measures for security/crowd control
   v. Measures for provision of medical care
   vi. Lighting
   vii. Solid waste disposal
   viii. Parking
   ix. Location of bands and or music venues
   x. Sanitation facilities
   xi. Vendor permits (i.e., vendor list with Vendor Names, goods and/or services to be provided.)

2. A list or schedule of events that are to occur at the location for the duration of the permit, including any host drinking contests or games, motorcycle/car washes (excluding those held by a church, school, or civic organizations). Contests involving disrobing or wet t-shirt contests, slaw/pudding/jello wrestling, bobbing or similar contests are prohibited.

3. Individual itinerate vendors will be required during special events to have a permit to do business

4. No person or business receiving a Master Vendor Permit or Individual Vendor Permit may engage in any of the following activities:

   i. Activities involving the operation of aircraft;
   ii. Events involving the discharge of explosive devices in violation of state or federal law;
   iii. Activities in which farm animals or wild animals interact with the public;
   iv. Outdoor event involving the exhibition of moving, driver-occupied motorized vehicles such as stunt shows, dynodrag or dyno unit; except that Wall of Death and burn-out pit activities, only, are allowed.
   v. Activities involving the discharge of any toxic or harmful substance.

5. Portable side-by-side stationary racing dynamometers for bike drag race simulation are permitted.

6. All vendors setting up outside a permanent building, using a tent or other temporary structure are required to have an inspection by the Building Division 24 hours prior to operating.

7. A vendor may be allowed the use of one portable out-door sign in the form of a sandwich board or other similar design to be used for advertisement of daily specials, events or services of the vendor during the event. The sign may only be set out each day at the opening of business hours and shall be removed each day at the end of business hours. All signs shall require a sign permit. The sign shall not exceed 16 square feet in size and must be constructed of sufficient material to withstand adverse weather events.

8. Vendor activities and advertising must at all times be confined to the vendor space identified either in the Master Vendor Permit or Individual Vendor License.

9. Vendor is required to leave said vending space 8 hours after the event officially closes.

10. Food vendors must operate in compliance with the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional regulation. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.

11. Zoning restrictions on tattoo services shall not apply during recognized events but must operate in compliance with the provisions set forth in F.S. §877.04, as amended, and any other applicable state laws and city regulations.

7. *Outdoor Entertainment Activity (OEA) Provisions.* The following items shall be required for approval of an OEA permit:

a. The permit shall be administratively reviewed and approved in accordance with the city's regulations;

b. The permit shall be for an individual outdoor activity only;

c. A drawing to scale depicting the placement of structures, tents, lighting and sound plans, and provisions for vehicular parking and access;

d. Department of Health approval for food vendors if applicable;

e. Provisions for adequate security and traffic control approval from the Ormond Beach Police Department;

f. Provisions for emergency services and fire;

g. Written notarized authorization for unlimited and unconditional 24 hour access to the site for city inspectors;

h. Compliance with local and state laws and regulations regarding food and beverage concession operations; and

i. Vendors must possess a valid Business Tax Receipt.

EXHIBIT "C-1"
(pages 1-3)

-----Original Message-----
From: Goss, Ric
Sent: Monday, July 28, 2014 1:40 PM
To: 'RPyke@daytonalaw.com'
Cc: Shanahan, Joyce; Hayes, Randy
Subject: RE: Iron Horse-Interlocal Agreement

Rebecca: My comments regarding operational implementation are these:

1. No OEP is required at all if the event is typically smaller in scope than Recognized Events as defined in the Itinerant Vendor Criteria (IVC) and they occur on site. A 500 person event on site would not require an OEP.
2. There is nothing proposed in the IVC that would prevent the issuance of an Master Vendor Permit for a number of events to occur over a year. It is my understanding that should this need to be clarified, we will clarify it in the ordinance amending the LDC for IVC. The ordinance amending the LDC will have preamble language indicating that the LDC ordinance will take precedence over the ISBA agreement as it pertains to the Itinerant Vendor Criteria.
3. Again, the answer is the same as in 2. The IVC operating standards Outdoor Entertainment and Recognized Special Events is significantly different than that permitted elsewhere in the City. First, it will be administratively approved where elsewhere it is approved by the City Commission as Special Exception. The city recognizes the differences and it can be addressed in the LDC amendment since the ISBA ordinance does not prevent it. It was reasoned that not all operating standards can be codified at the ISBA level of approval. The LDC amendment will be more narrow, focused and can address yearly permits for multiple activities as well as setup days for events.
4. The City permits the Wall of Death in its Outdoor Entertainment Activities on US 1. A Wall of Death was approved by staff for an activity related to Bike Week at the Broken Spoke. The Outdoor Entertainment was approved for 3 years which permitted the Wall of Death provided participants were not the public. However, I believe the City Attorney amended the IVC to add the following to prevent confusion: "iv. Outdoor event involving the exhibition of moving, driver-occupied motorized vehicles such as stunt shows, dyno-drag or dyno unit; except that the Wall of Death and burn-out pit activities, only, are allowed."

I hope this satisfactorily addresses how the City will address your concerns regarding operational issues that are important but extremely detailed that are better addressed in the LDC than in an ISBA agreement. Ric

Richard "Ric" P. Goss, AICP
Planning Director
City of Ormond Beach
22 South Beach Street
POB 277
Ormond Beach, Florida 32175-0277

386.676.3343 (direct line)
386.676.3238 (Department line)
386.676.3361 (FAX)

Ric.Goss@ormondbeach.org

-----Original Message-----
From: Hayes, Randy
Sent: Monday, July 28, 2014 12:43 PM
To: Goss, Ric
Cc: Shanahan, Joyce
Subject: FW: Iron Horse-Interlocal Agreement

Ric - for your information. Would you please address the inquires from Dave Hood's office, which follow my comments below? Thank you. Randy

-----Original Message-----
From: Hayes, Randy
Sent: Monday, July 28, 2014 12:42 PM
To: 'Rebecca Pyke'
Cc: Dave Hood
Subject: RE: Iron Horse-Interlocal Agreement

I will forward your inquiry to the planning director since they relate to the administration of regulations and will let you know something as soon as I can today. There will be opportunities to tweak the regulations where necessary or desirable.

Procedurally, once the interlocal agreement is approved by the city commission and county council, the terms and conditions affecting the use of land (which would include the itinerant vendor criteria attached to the ordinance as Exhibit-C) will not actually become effective until the city completes, and approves, a comprehensive land use amendment incorporating the lands within the service area under the city's jurisdiction. The comp plan amendment process will take approximately four to six months to complete. During the comp plan amendment process, the city's Land Development Code will undergo an amendment to incorporate various conditions of the interlocal agreement to better administer the regulations, including the itinerant vendor criteria. The criteria attached as Exhibit-C to the ordinance approving the interlocal agreement may modified or tweaked during this process as well.

I'll provide additional information regarding your inquiry as soon as I can.

Thank you

Randy

-----Original Message-----
From: Rebecca Pyke [mailto:RPyke@daytonalaw.com]
Sent: Monday, July 28, 2014 9:11 AM
To: Hayes, Randy
Cc: Dave Hood; Rebecca Pyke
Subject: FW: Iron Horse-Interlocal Agreement

Good morning Mr. Hayes:

Mr. Hood asked me to forward the below information to you this morning. Please review the following items and let us know if you agree and we can bring a close to this agreement. Please advise Mr. Hood of your comments. Thank you.

1) There is no clarification for the operating procedures for events.

For example:

a) Currently an OEP is necessary when a gathering of 500 people or more are anticipated and is generally approved as long as rules are followed.

b) We apply yearly, listing all proposed events. This allows us to better plan in advance. How will this be handled?

c) Our current set up time for major events is 5 days and tear down time is 3 days. This allows us to set up a quality event that is not simply thrown together. The listed times in the current agreement are almost physically impossible.

d) The Wall of Death has been a part of our event for many years. It appears this will not be allowed??

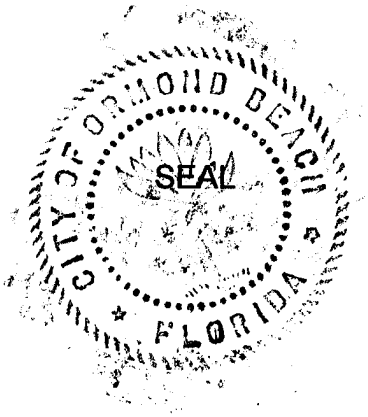
Instrument# 2014-155370 # 34
Book: 7026
Page: 929
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

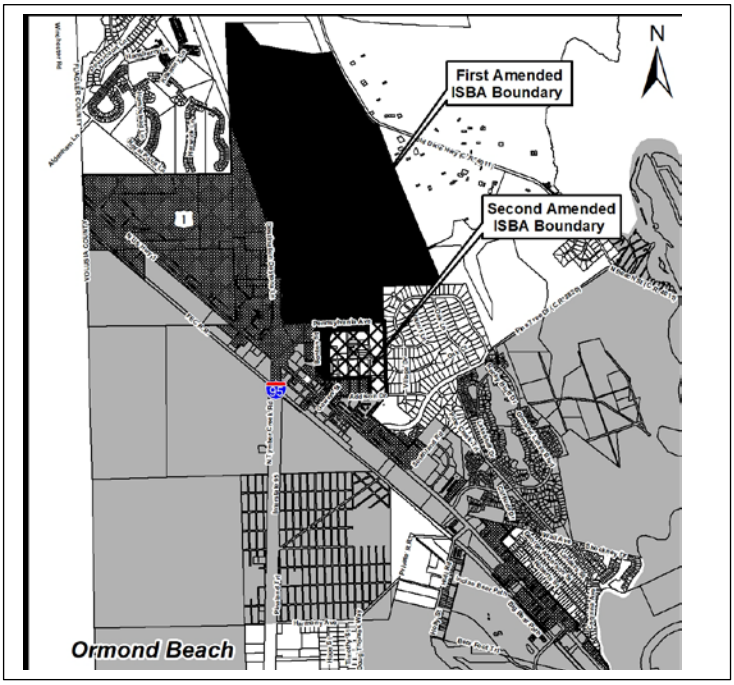
I, J. Scott McKee, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2014-27 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 19st day of August 2014.



J. Scott McKee
City Clerk
CITY OF ORMOND BEACH, FLORIDA

PLANNING BOARD
STAFF REPORT
Interlocal Service Boundary Agreement Renewal
Project Number: PZ-2024-038

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATES:	May 21, 2024 (first reading) and June 4, 2024 (second reading)
APPLICANT:	Administrative
REQUEST:	An administrative request for the renewal of the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) for ten (10) years
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA:	

SECTION 1, INTRODUCTION:

This is an administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). The North U.S. 1 Interlocal Service Boundary Agreement was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a ten (10) year renewal and does not amend any other portions of the North U.S. 1 Interlocal Service Boundary Agreement.

SECTION 2, BACKGROUND:

The Legislature provided the Interlocal Service Boundary Agreement Act as an alternative to F.S. 171, Part I, for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal was to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. It is also intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. As a result, the use of F.S. 171 Part II encourages intergovernmental coordination in planning, service delivery, and boundary adjustments and reduces intergovernmental conflicts and litigation between local governments; promotes sensible boundaries that reduce the costs of local governments, avoids duplicating local services, and increases political transparency and accountability; and is designed to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The history of the existing North U.S. Highway 1 Interlocal Service Boundary Agreement is as follows:

Action/Approval Date	Description
April 7, 1992 Resolution 1992-70	Authorized the construction of potable water and sanitary sewer force mains along North U.S. Highway 1 from the south terminus going north to 1899 North U.S. Highway 1 for the City Provisioners project and the execution of a joint project agreement between Ormond Beach and Volusia County.
September 7, 2010 Resolution 2010-131	Ormond Beach initiated the process to create an Interlocal Service Boundary area established by Chapter 171, Part II, Florida Statutes.
October 7, 2010 Volusia County Resolution 2010-05	Responding Resolution from Volusia County identifying certain issues along the North U.S. 1 corridor.
August 19, 2014 Ordinance 2014-27	Authorized the execution of the Interlocal Service Boundary Agreement with Volusia County regarding the North U.S. 1 Joint planning area. The Ordinance also

Action/Approval Date	Description
	approved a Planning and Services Delivery Sub-Agreement, as well as itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting, and code enforcement of the Interlocal Service Boundary Agreement for properties within Ormond Beach and unincorporated Volusia County. The agreement specified Volusia County would continue maintaining stormwater conveyance systems and when roadways would transfer to Ormond Beach.
August 21, 2014 Volusia County Ordinance 2014-12	Approved and authorized the execution of an Interlocal Service Boundary Agreement between Volusia County and the City of Ormond Beach.
January 20, 2015 Ordinance 2014-42	Amended the Future Land Use Element and Interlocal Coordination Element of the city's Comprehensive Land Use Plan concerning the land in the Joint Planning Area and Municipal Service Area.
January 20, 2015 Ordinance 2015-5	Amended the City's Future Land Use Map designation concerning lands in the Interlocal Service Boundary Agreement/Joint Planning Area.
April 7, 2015 Ordinances 2015-13 & 14	Amended the city's Official Zoning Map to rezone the lands in the Joint Planning Area and Municipal Service Area.
June 23, 2015 Ordinance 2015-27	Amended the Land Development Code to include itinerant merchant regulations for recognized special events and outdoor entertainment activity and temporary campsites in two categories: 1. All properties operating year-round businesses with documented Business Tax Receipts with Volusia County were placed on the "Recognized Special Event Host" list and allowed to continue operating itinerant activities with approved City permits. 2. The vacant or unimproved properties had a five (5) year period to establish a permanent business to be classified as a recognized special event host. Failure to establish a permanent business would not allow any itinerant vending activities after the five (5) year amortization period.

Action/Approval Date	Description
June 23, 2015 Resolution 2015-136	Ormond Beach acknowledged the completion of certain matters regarding the establishment and implementation of the North U.S. Highway 1 joint planning and municipal service area, acknowledging the City has acquired jurisdictional authority over the lands in the joint project and municipal service area.
August 20, 2019 Ordinance 2019-19	Approved and authorized the first amended Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia, which includes a map of the land area of the Plantation Oaks subdivision and any enclaves. The Plantation Oaks land area is approximately 1,034 acres.
September 17, 2019 Volusia County Resolution 2019-15	Approved and authorized an amendment to the boundaries of the Interlocal Service Boundary Agreement with the City of Ormond Beach.
January 21, 2020 Ordinance 2019-43	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
January 21, 2020 Ordinance 2019-44	Amended the Future Land Use, Transportation, and the Intergovernmental Comprehensive Plan Elements to be consistent with the First Amended Interlocal Service Boundary Agreement.
August 18, 2020 Ordinance 2019-38	Zoning Map Amendment for the enclave parcels associated with the Plantation Oaks Interlocal Service Boundary Agreement amendment.
February 2, 2021 Ordinance 2021-03	Zoning Map Amendment for the Plantation Oaks subdivision incorporating the previous Volusia County approvals.
December 7, 2021 Ordinance 2021-43	Approved and authorized the second amended Interlocal Service Boundary Agreement between the City of Ormond Beach and the County of Volusia, which includes a map of the land area of the RidgeHaven subdivision and any enclaves. The land area is 89.99 acres.
February 15, 2022 Volusia County Ordinance 2022-09	Volusia County approved and authorized the execution of a second amended Interlocal Service Boundary Agreement regarding the North U.S.1 Joint Planning and Municipal Service Area.

Action/Approval Date	Description
July 19, 2022 Ordinance 2022-14	Comprehensive Plan text amendments for the second amended Interlocal Service Boundary Agreement.
August 3, 2022 Ordinance 2022-18	Comprehensive Plan land use map amendments related to the second amended Interlocal Service Boundary Agreement.
November 1, 2022 Ordinance 2022-36	Zoning Map Amendment for the enclave parcels associated with the RidgeHaven Interlocal Service Boundary Agreement amendment.
June 6, 2023 Ordinances 2023-25 & 26	Zoning Map Amendment and issuance of Development Order for the RidgeHaven subdivision.

On January 19, 2024, City staff received Volusia County Resolution 2023-156, which initiated the process to amend the Interlocal Service Boundary Agreement. 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 Interlocal Service Boundary Agreement for an additional ten (10) years from the expiration of the current Interlocal Service Boundary Agreement.

City staff have reviewed Resolution 2023-156 and discussed it with Volusia County 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 Interlocal Service Boundary Agreement. A responding city Resolution is tentatively planned for the May 7, 2024, City Commission agenda. The only proposed amendment to the Interlocal Service Boundary Agreement is to renew it for an additional ten (10) years from the expiration date.

SECTION 3, ANALYSIS:

The original Interlocal Service Boundary Agreement was effective on August 29, 2014, and is valid for ten (10) years. The Interlocal Service Boundary Agreement provides the ability to renew the agreement as follows:

> 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.

Section 171.203 of Florida Statutes, subsection 12 states: An interlocal service boundary agreement may be for 20 years or less. It must include a provision requiring periodic review and renegotiations to begin at least 18 months before its termination date.

The sole action sought as part of this amendment is to renew the Interlocal Service Boundary Agreement for ten (10) years, the same time period as the original approval.

No other amendments are proposed to the Interlocal Service Boundary Agreement.

Ormond Beach's planning efforts within the North U.S. 1 corridor started in 1992. The Interlocal Service Boundary Agreement allowed Ormond Beach to apply its land use and zoning standards to properties within the corridor, whether within the city or in unincorporated Volusia County. The city only requires annexation as properties are connected to city utility services.

During the last ten (10) years, several actions have occurred that have sought to improve the quality of life within the North U.S. 1 corridor, including:

Development projects

- Redevelopment of the Cheater's building to Dollar General at 1545 North U.S. Highway 1.
- Redevelopment of a closed gas station to a Dunkin Donuts at 1535 North U.S. Highway 1.
- Construction of Ormond Ace Hardware at 1480 North U.S. Highway 1.
- Expansion of SR Perrott at 1280 North U.S. Highway 1.
- Approval and partial construction of the Plantation Oaks subdivision.
- RidgeHaven subdivision is under construction.

Landscape improvements

- Landscape median improvements in cooperation with the Florida Department of Transportation, North U.S. 1 Coalition, and the city.
- Landscape improvements along the entrance and exit of Interstate 95.

Infrastructure improvements

- Construction of water and sewer line extensions from Airport Road to Broadway Avenue.
- Planned improvements by the Florida Department of Transportation to the interchange at I-95 and U.S. Highway 1.

Code enforcement action within the corridor has led to improvements and the demolition of structures. There has been general discussion by property owners within the Interlocal Service Boundary Agreement area regarding development and redevelopment in the corridor; the residential developments of Plantation Oaks, RidgeHaven, and Ormond Crossings are expected to lead to the redevelopment of existing properties and eventual development of vacant commercial and industrial parcels in the North U.S. 1 corridor.

SECTION 4, RECOMMENDATION:

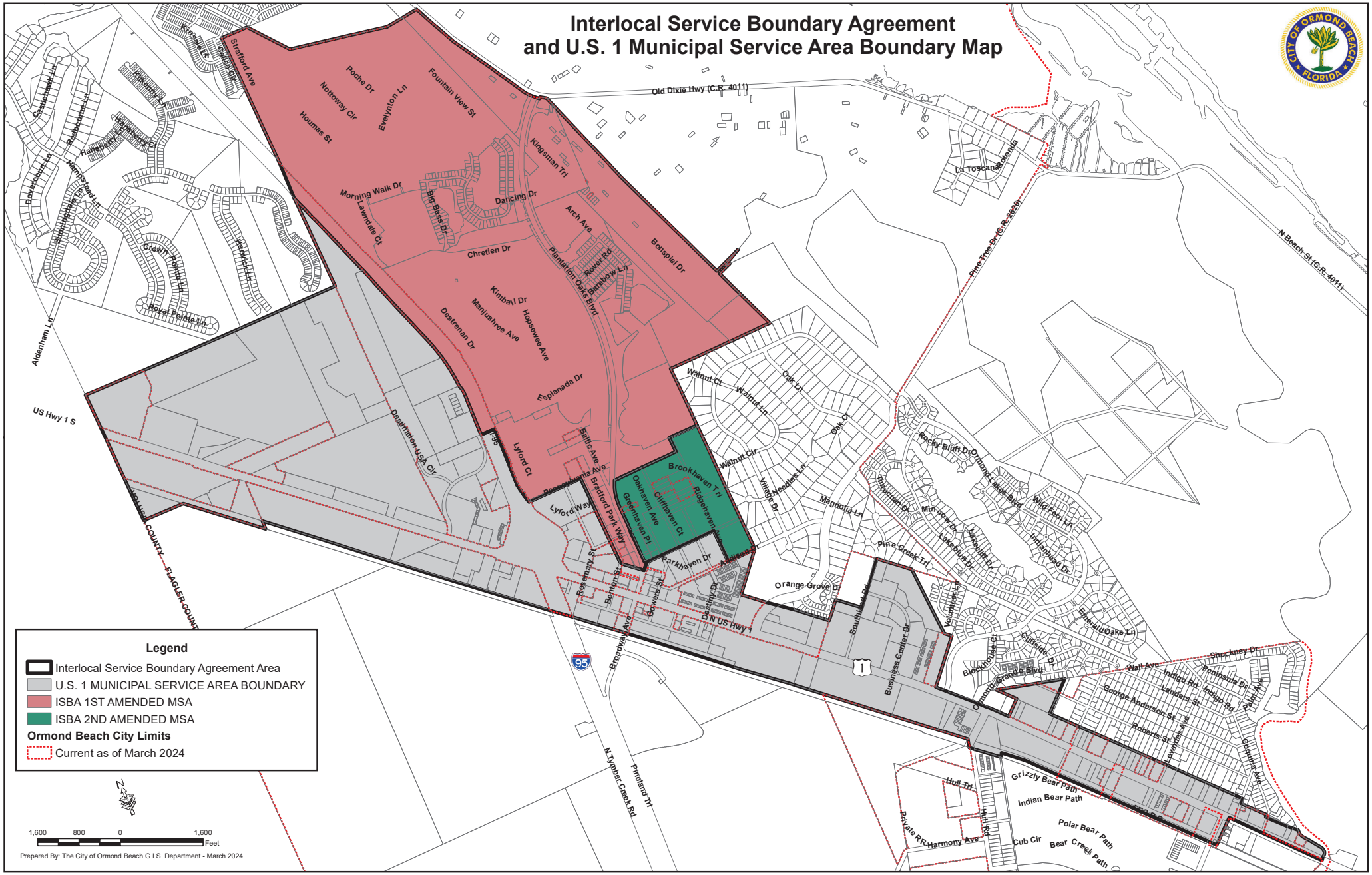
It is recommended that the Planning Board **APPROVE** the administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement for ten (10) years. If approved, Volusia County would need to review and act upon it.

Attachments:

Attachment 1:	Interlocal Service Boundary Agreement Maps
Attachment 2	Volusia County Resolution 2023-156
Attachment 3:	Original Interlocal Service Boundary Agreement
Attachment 4:	First amended Interlocal Service Boundary Agreement, Plantation Oaks
Attachment 5:	Second amended Interlocal Service Boundary Agreement, RidgeHaven

ATTACHMENT 1

Interlocal Service Boundary Agreement Maps


Interlocal Service Boundary Agreement
and U.S. 1 Municipal Service Area Boundary Map
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
Old Dixie Hwy (C.R. 4011)
N Beach St (C.R. 4011)
Pine Tree Dr (C.R. 2028)
US Hwy 1 S
N US Hwy 1
Strafford Ave
Poche Dr
Nottoway Cir
Houmas St
Evelynton Ln
Fountain View St
Kingsman Trl
Morning Walk Dr
Lawndale Ct
Big Bass Dr
Dancing Dr
Chretien Dr
Arch Ave
Bonspiel Dr
Rover Rd
Pentation Oaks Blvd
Barebow Ln
Kimball Dr
Manjushree Ave
Hopsewee Ave
Destrenan Dr
Esplanade Dr
Destination USA Cir
Lyford Ct
Lyford Way
Baltic Ave
Pennsylvania Ave
Bradford Park Way
Brookhaven Trl
Oakhaven Ave
Greenhaven Pl
Cliffhaven Ct
Ridgehaven Ave
Parkhaven Dr
Walnut Ct
Walnut Ln
Walnut Cir
Oak Ln
Oak Ct
Willow Needles Ln
Magnolia Ln
Rocky Bluff Dr
Ormond Lakes Blvd
Zimmerman Dr
Mint Row Dr
Lakecliff Dr
Lakepoint Dr
Wild Fern Ln
Indianhead Dr
Pine Creek Trl
Orange Grove Dr
Yellowtail Ln
Emerald Oaks Ln
Cliffside Dr
Blackthorn Ct
Ormond Grande Blvd
Business Center Dr
South Yacht Basin Rd
Shockney Dr
Peninsula Dr
Wall Ave
Indigo Rd
Landers St
George Anderson St
Roberts St
Lowder Ave
Palm Ave
Orchard Ave
Grizzly Bear Path
Indian Bear Path
Polar Bear Path
Bear Creek Path
Cub Cir
Hull Trl
Hull Rd
Harmony Ave
Private RR
Pineland Trl
N Tymber Creek Rd
Broadway Ave
Bentley St
Rosemary St
Gowers St
Aldenham Ln
Castlebank Ln
Ridgebourne Ln
Hamsborough Ln
Hamstead Ln
Boxercraft Ln
Shottingham Ln
Kilkenny Ct
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Crimson Crown
Crown Point Ln
Hemlock Ln
Royal Pointe Ln
La Toscana Colonia
95
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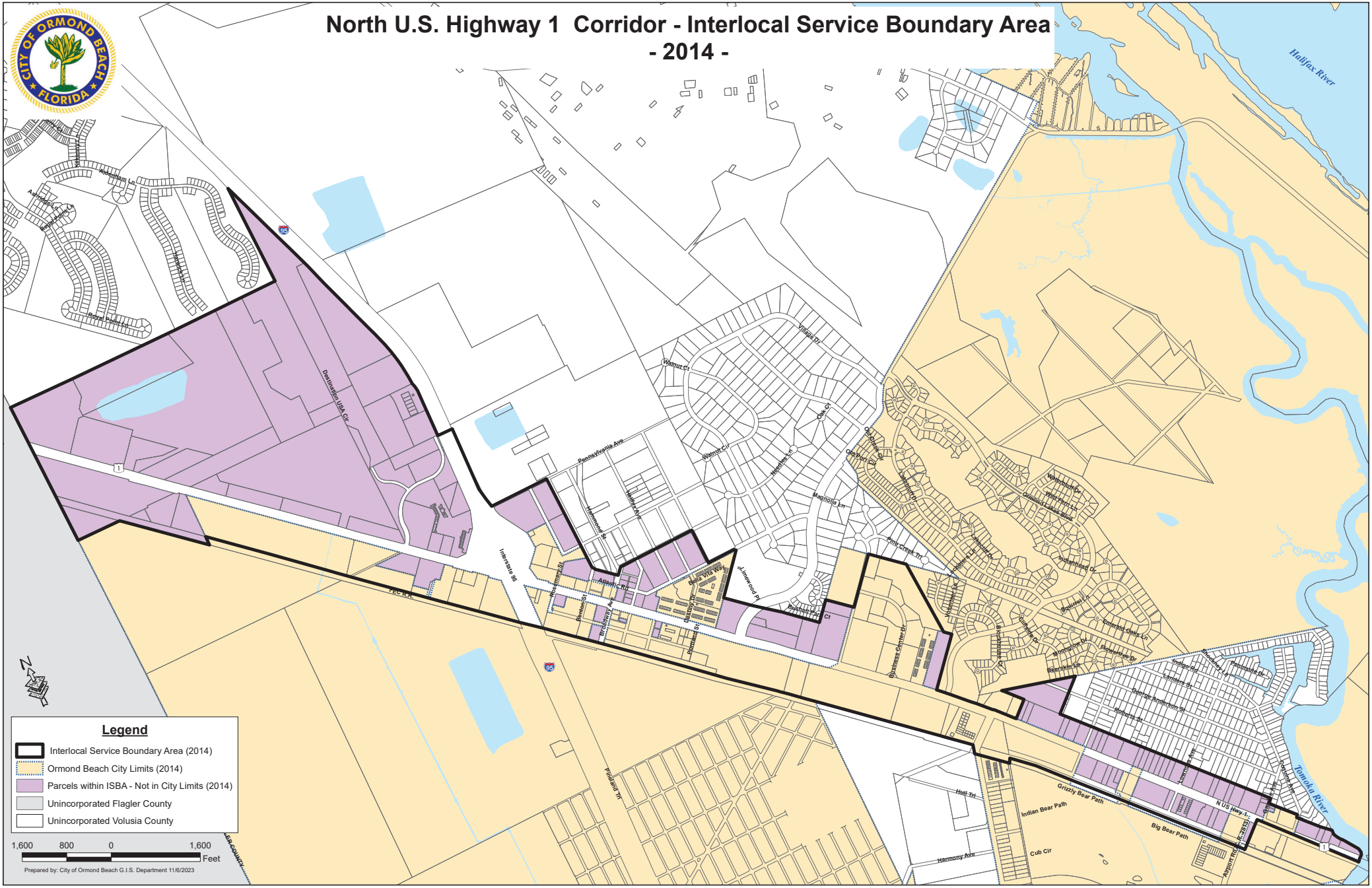
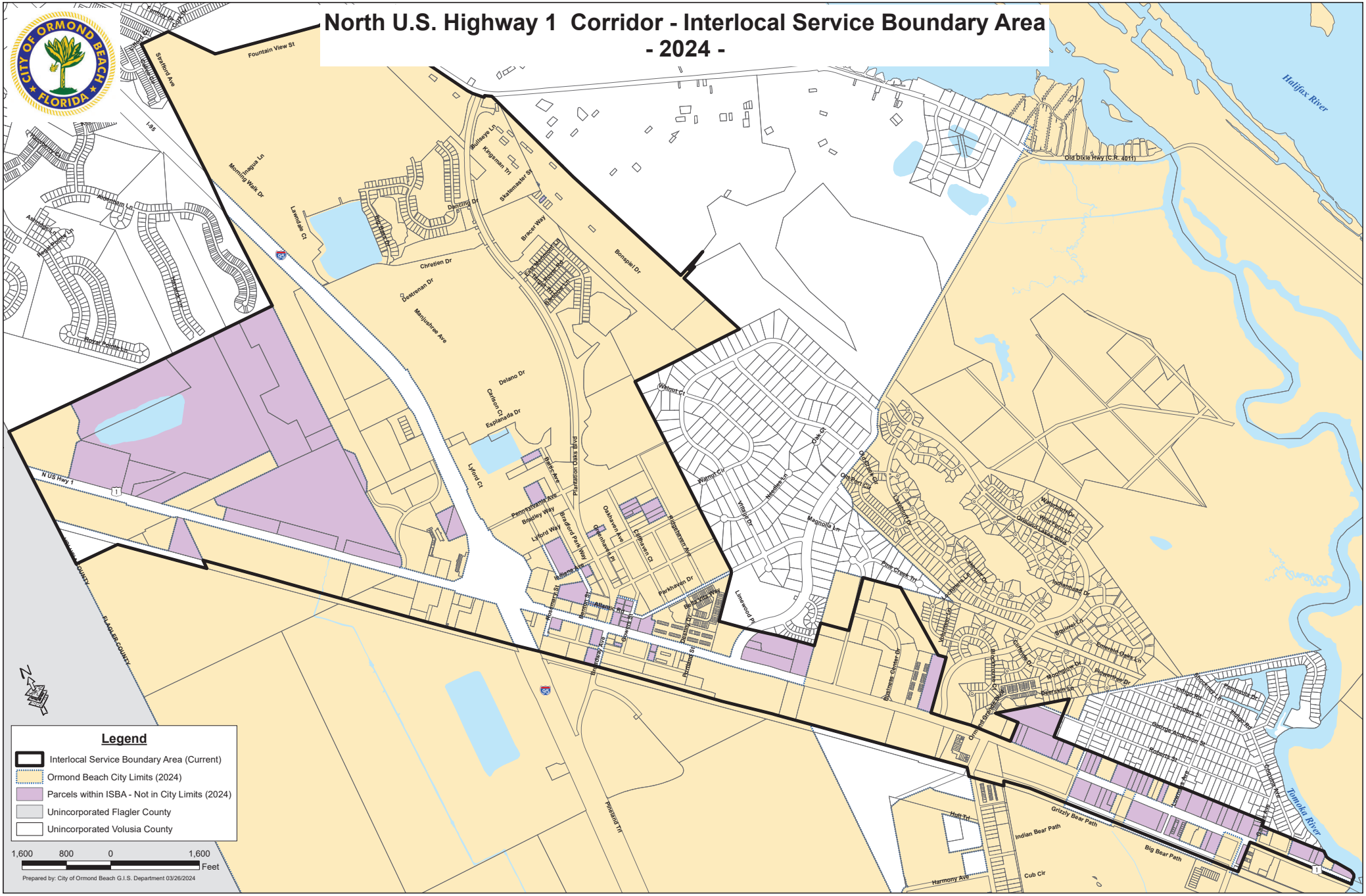

North U.S. Highway 1 Corridor - Interlocal Service Boundary Area
- 2014 -
Halifax River
Tomoka River
Interstate 95
Daytonalon ISBA Cir
Pennsylvania Ave
Hammond St
Halifax Ave
Walmart Cir
Village Dr
Oak Cir
Magnolia Ln
Pine Creek Trl
Oakbrook Cir
Oakbrook Dr
Walnut Ln
Walnut Dr
Walnut Cir
Wildflower Dr
Wildflower Ln
Wildflower Cir
Wildflower Ct
Emerald Oaks Ln
Emerald Dr
Emerald Ln
Hampton Dr
Aberdeen Dr
Aberdeen Ct
Aberdeen Cir
Florentine Dr
Florentine Ct
Florentine Cir
Bridlewood Dr
Bridlewood Ct
Bridlewood Cir
Bridlewood Trl
Bridlewood Ln
Bridlewood Pl
Bridlewood Way
Bridlewood Ave
Bridlewood St
Bridlewood Cir
Bridlewood Ct
Bridlewood Dr


North U.S. Highway 1 Corridor - Interlocal Service Boundary Area
- 2024 -
Halifax River
Tomoka River
Legend
Interlocal Service Boundary Area (Current)
Ormond Beach City Limits (2024)
Parcels within ISBA - Not in City Limits (2024)
Unincorporated Flagler County
Unincorporated Volusia County
1,600 800 0 1,600 Feet
Prepared by: City of Ormond Beach G.I.S. Department 03/26/2024

ATTACHMENT 2

Volusia County
Resolution 2023-156

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.

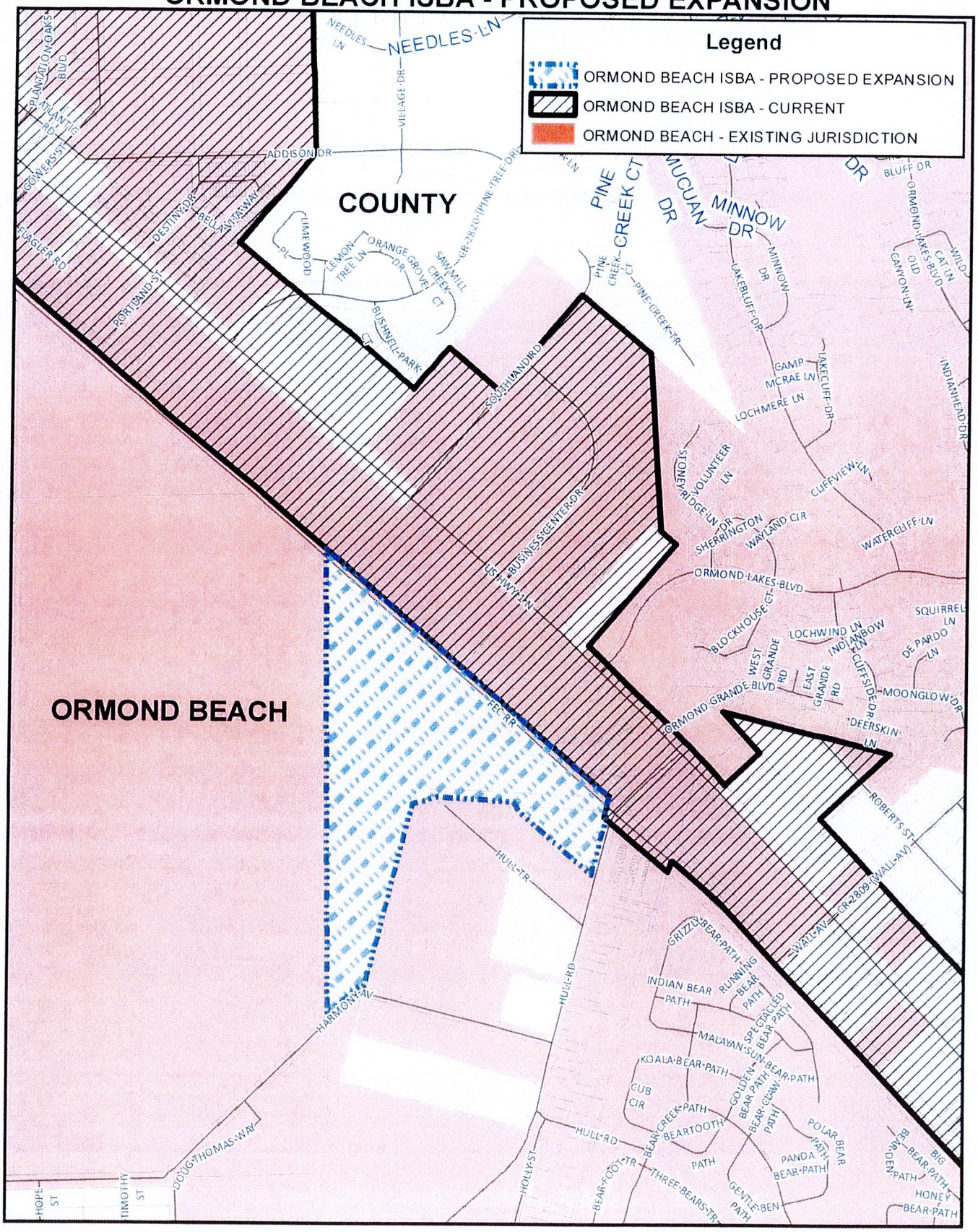
COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

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

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Planning and Services Delivery Sub-Agreement

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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

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:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

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:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

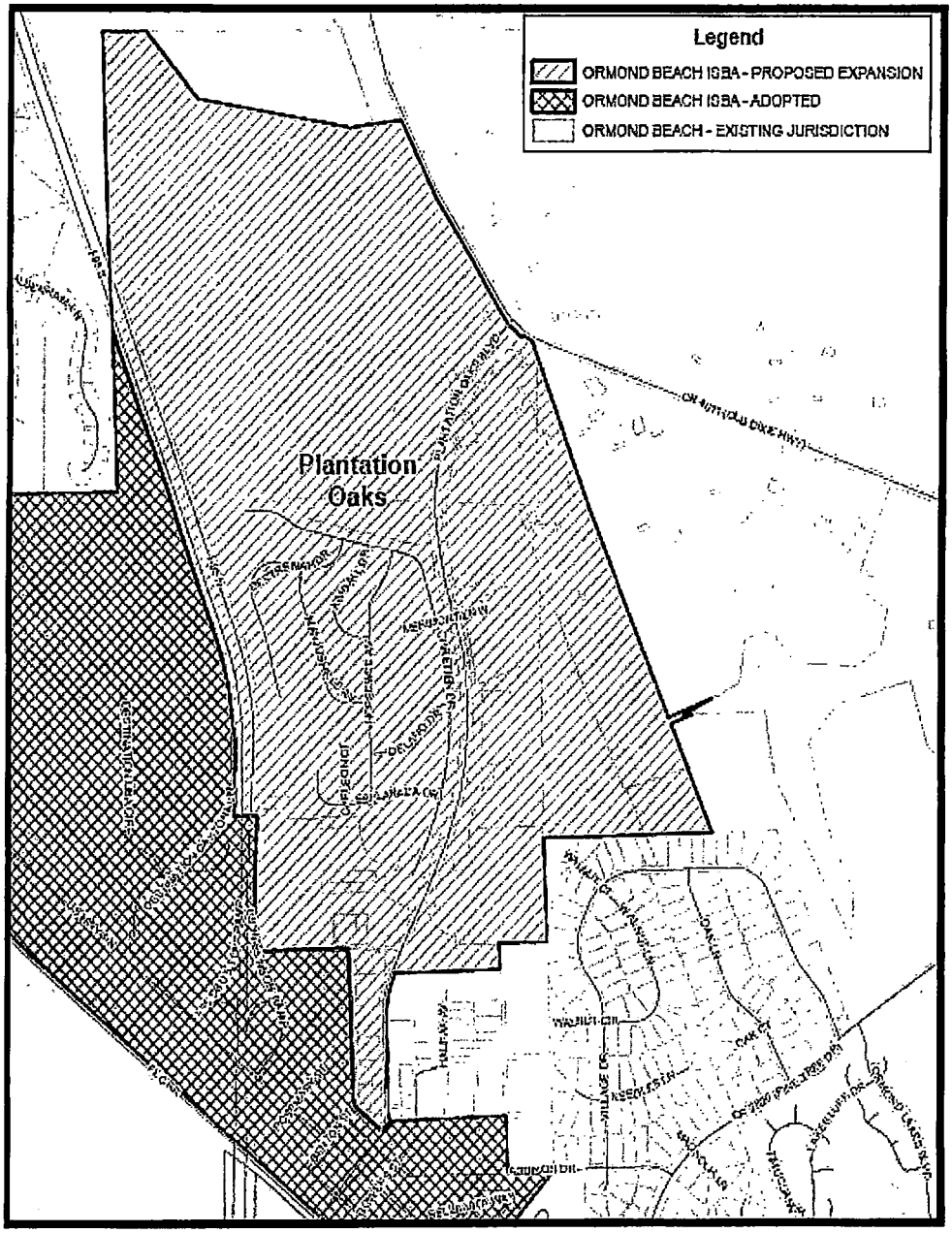
The foregoing instrument was acknowledged before me this 20th day of August 2019, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. 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.

S:\LEGAL\CITY COMMISSION ITEMS\ORDINANCE[redacted].
019AAE - ISBA 1ST AMND 4011 P19-0111G.DOCX/7/30/2019 14:18

MAP 2



ORMOND BEACH ISBA
PLANTATION OAKS ADDITION - MAP 2

Prepared By: The City of Ormond Beach
G.I.S. Department - June 5, 2019

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, ~~2022~~ 2021, 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\ISBA 2ND AMENDED AGREEMENT.DOCX/

STATE OF FLORIDA
COUNTY OF VOLUSIA

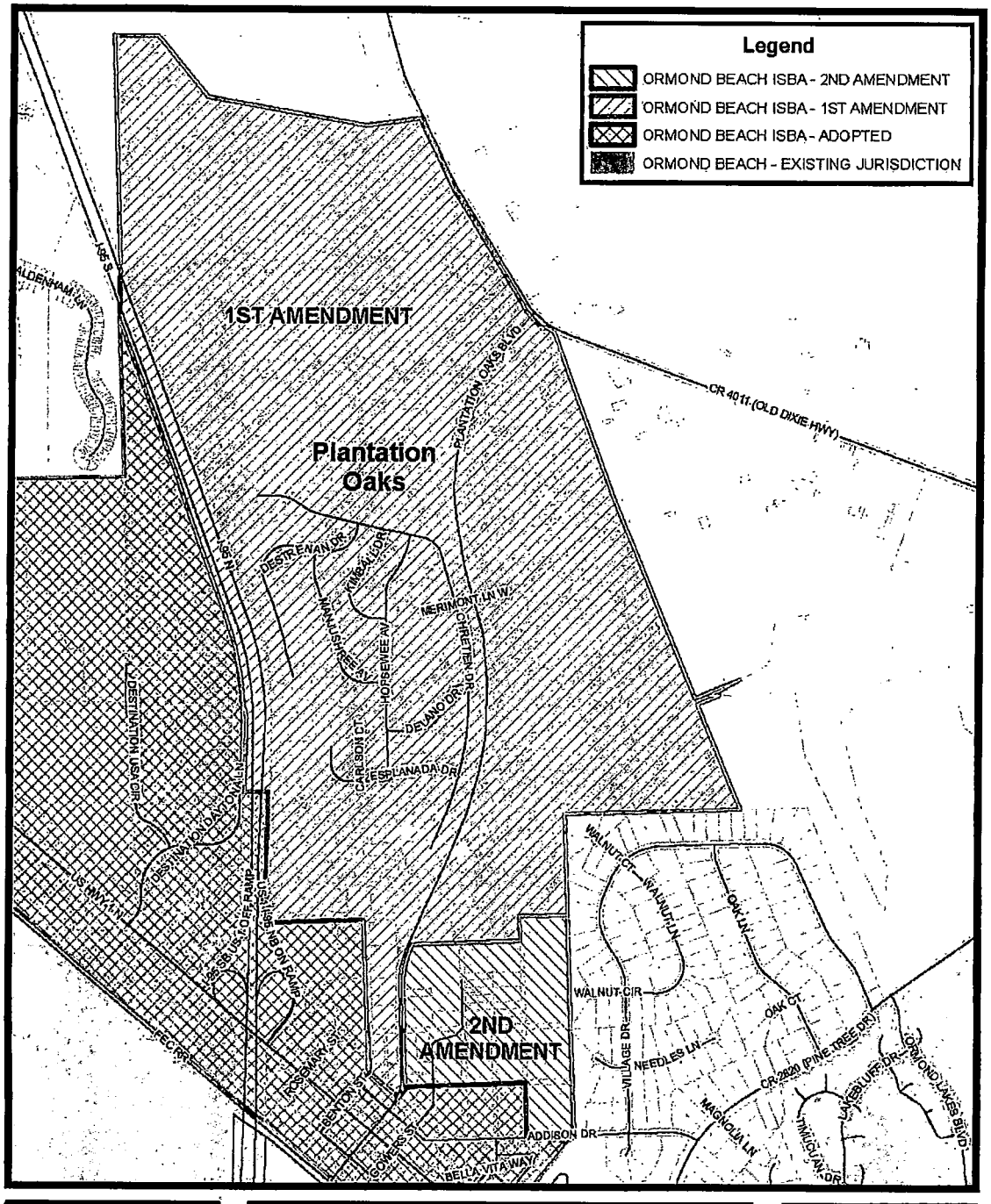
The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They 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\SBA 2ND AMENDED AGREEMENT.DOCX/

MAP 3



CITY OF ORMOND BEACH FLORIDA

ORMOND BEACH ISBA
RIDGE HAVEN ADDITION

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021

N
W E
S

1 inch = 1,600 feet

ATTACHMENT 3

Original Interlocal Service Boundary Agreement

08/28/2014 02:09 PM
Instrument# 2014-155370 # 1
Book: 7026
Page: 896

ORDINANCE NO. 2014-27

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT, AND A PLANNING AND SERVICES DELIVERY SUB-AGREEMENT, BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING A NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; APPROVING ITINERANT VENDOR CRITERIA; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the city commission of the City of Ormond Beach approved on September 7, 2010, Resolution No. 2010-131 (Initiating Resolution) and the county council of the County of Volusia approved on October 7, 2010, Resolution No. 2010-05 (Responding Resolution) identifying certain issues along the N. U.S. 1 corridor, and

WHEREAS, officials from the city and county have over the ensuing months since the approval of the resolutions discussed the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement, a Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria in an effort to address the issues, copies of the agreements and criteria being attached hereto as Exhibits "A", "B" and "C", respectively, and

WHEREAS, on June 12, 2014, the city's planning board (local planning agency) held a public meeting for the purpose of considering the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency), and has further determined that the approval of the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria, will serve the best interests and welfare of the general public, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria attached hereto as Exhibits "A", "B" and "C" respectively; and, authorizes and directs the mayor, city manager and city attorney, or their designees, to execute those agreements.

SECTION THREE. The city commission further authorizes and directs the city's planning director, and his designees, to initiate all necessary and appropriate action to amend the city's comprehensive land use plan and/or land development regulations consistent with the Interlocal Service Boundary Agreement, Planning and Services Delivery Sub-Agreement, and Itinerant Vendor Criteria.

SECTION FOUR. A copy of this Ordinance (including the Itinerant Vendor Criteria), the Interlocal Service Boundary Agreement, and the Planning and Services Delivery

Instrument# 2014-155370 # 3
Book: 7026
Page: 898

Sub-Agreement shall be recorded with the clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION FIVE. This Ordinance and the agreements attached hereto as Exhibits "A" and "B" have been approved in accordance with sections 171.203(14) and 166.041, Florida Statutes.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance is declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

PASSED UPON at the first reading of the City Commission, this 29th day of July, 2014.

PASSED UPON at the second and final reading of the City Commission, this 19th day of August, 2014.

ED KELLEY
Mayor

ATTEST:

J. SCOTT McKEE
City Clerk

Instrument# 2014-155370 # 4
Book: 7026
Page: 899

EXHIBIT "A"

Interlocal Service Boundary Agreement

City of Ormond Beach and County of Volusia

Instrument# 2014-155370 # 5
Book: 7026
Page: 900

Interlocal Service Boundary Agreement
City of Ormond Beach and County of Volusia

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Interlocal Service Boundary
Agreement between the City of Ormond Beach and County of Volusia

Planning and Services Delivery Sub-Agreement

Map 1

Instrument# 2014-155370 # 6
Book: 7026
Page: 901

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.

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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

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CITY OF ORMOND BEACH

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Approved by: _____
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.

_____
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

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EXHIBIT "B"

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

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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: Shannon Ellen
County Attorney's Office

Instrument# 2014-155370 # 22
Book: 7026
Page: 917

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, City Manager

Approved by: _____
City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

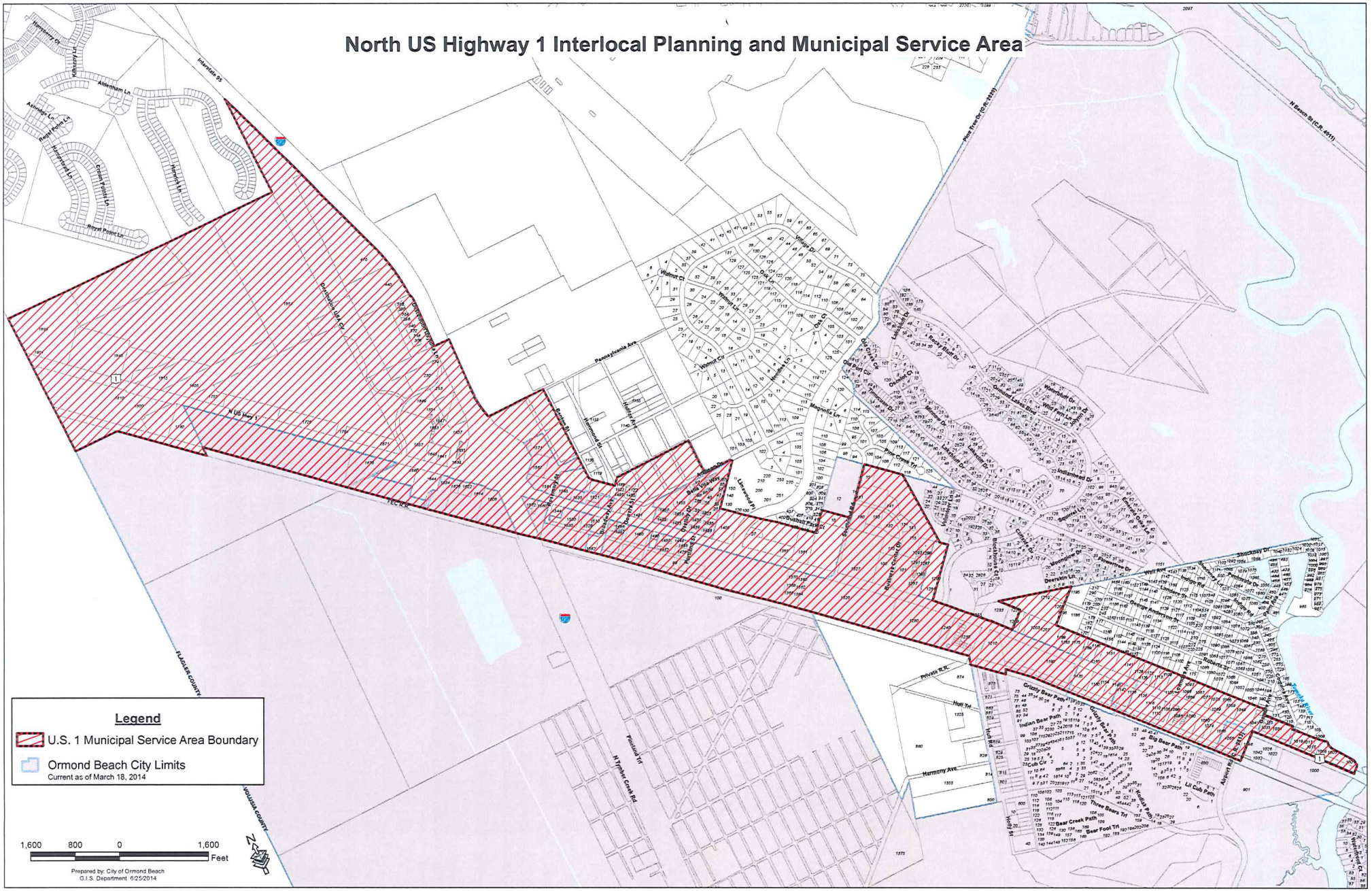
The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. 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# FF089334
Expires 2/3/2018

Instrument# 2014-155370 # 23
Book: 7026
Page: 918

North US Highway 1 Interlocal Planning and Municipal Service Area



MAP 1

Instrument# 2014-155370 # 24
Book: 7026
Page: 919

EXHIBIT "C"

Itinerant Vendor Criteria

These Itinerant Vendor Criteria are to be established in furtherance of the Interlocal Service Boundary Agreement, and Planning and Services Delivery Sub-Agreement between the City of Ormond Beach and County of Volusia regarding the North U.S. 1 Joint Planning Area/Municipal Service Area (JPA/MSA). The criteria are intended to be established as part the city's adopted land development regulations.

1. *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) for purposes of the following criteria.

2. *Area of application*. These provisions shall apply to all land in the unincorporated territory of Volusia County as more fully described and depicted in the JPA/MSA to the Interlocal Service Boundary Agreement and Planning and Services Delivery Sub-Agreement.

3. *Definitions.*

a. **Improved land** shall mean land on which permanent improvements consisting of one or more buildings are being utilized for the express purpose of engaging in a primary and lawful business use.

b. **Vacant or unimproved land** shall mean land on which permanent improvements consisting of one or more buildings do not exist or are NOT being utilized for the express purpose of engaging in a primary and lawful business use.

c. **Local business tax receipt (BTR)** shall have the meaning prescribed in Chapter 205, *Florida Statutes*. Specifically, it is a receipt issued by the County or City granting a privilege to engage in a lawful business activity, exclusive of any fees for applicable licenses, permits, registrations, examinations or inspections.

d. **Business use** shall be broadly construed to mean any lawful activity that is commonly and customarily recognized as a business or commercial activity, regardless whether or not such activity is for-profit or not-for-profit.

e. **Primary business use** shall mean being actively engaged in a chief, dominate or main business use of permanent and continuous existence, on a year-round basis, on improved land that is authorized by a valid local business tax receipt, regardless whether such activity is for-profit or not-for-profit.

f. **Itinerant commercial activity** shall mean a business use or activity of intermittent or temporary existence, or not being of a permanent and continuous existence on a year-round basis, regardless whether such use or activity is for-profit or not-for-profit. These activities commonly include but shall not be limited

to tattoo services, food vending, retail, and portable stationary simulation rides. Itinerant commercial activity shall not be a primary business use.

g. **Master Vendor Permit** shall mean a permit that is issued to a property owner authorizing one or more individual itinerant vendors to conduct itinerant commercial activities on the property owner's land for a temporary duration specified in the permit.

h. **Itinerant Vendor Permit** shall mean a permit issued to an individual person or business authorizing the person or business to engage in itinerant commercial activities at a specific location and for a temporary duration specified in the permit.

i. **High Impact Use** shall mean itinerant commercial uses or activities.

j. **High Impact Use on Improved Land Category** shall mean itinerant commercial use or activities on improved land.

k. **High Impact Use on Vacant or Unimproved Land Category** shall mean itinerant commercial uses or activities on vacant or unimproved land.

l. **Outdoor Entertainment Activity** shall mean an activity specific to a primary business use, that is typically smaller in scope than Recognized Event Activities, and that must occur on site as an accessory activity to the principal business use of the property. For purposes of this definition, music, participant contests, auto exhibits, games and similar activities hosted on-site of a primary business use shall not be Outdoor Entertainment Activity. Administrative approvals shall be required for outdoor entertainment activities. Except during and for the limited exception provided in paragraph 5 below for land in the High Impact Use on Vacant or Unimproved Land Category, Outdoor Entertainment Activity shall not be allowed or permitted on vacant or unimproved land.

m. **Outdoor Entertainment Activity Permit** shall mean a permit issued for outdoor entertainment activity that is to occur on the property where a primary business use occurs, and for a temporary duration specified in the permit; except only that outdoor entertainment activities may be allowed during and for the limited exception provided in paragraph 5 below, for land in the High Impact Use on Vacant or Unimproved Land Category.

n. **Recognized Special Events** shall mean Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention & Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24 Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; and Pepsi 400 Race, as established by the Daytona

International Speedway and any other specially licensed outdoor entertainment activity involving more than one property owner.

4. *Category of Use*.

a. **High Impact Use on Improved Land Category.** Itinerant commercial uses or activities are deemed to have significant impacts on the use of improved land, including but not necessarily limited to intensive parking, traffic, and pedestrian safety. The following businesses are known to engage in itinerant commercial uses or activities in the unincorporated territory of the County, as of the effective date of the Agreements and shall be allowed to continue engaging in such uses or activities after the effective date of said Agreements:

1. Recognized Special Event Host:

i. 1635 N. US Hwy 1, (Destination Daytona, activities as specified in County Development Order)
ii. 1065 N. US Hwy 1, (Standard Cycle/Biker Haven)
iii. 1068 N. US Hwy 1, (Iron Horse Saloon)
iv. 1106 N. US Hwy 1, (Hired Gun)
v. 253 Destination Daytona Lane, (J&P Cycles)
vi. 1658 US Hwy 1, (Love's Travel Stop)
vii. 1622 N. US Hwy 1, (Sunshine#230 Store)
viii. 1080 N. US 1, (Harris Village RV Park)
ix. 1105 N. US Hwy 1, (Beaver Bar)
x. 1481 N. US Hwy 1, (Annie Oakley's Saloon)
xi. 1074 N. US Hwy 1, (Ocean Club)
xii. 470 Destination Daytona Blvd, (Wyotec)
xiii. 1041 N. US Hwy 1, (J Discount#2)

2. Outdoor Entertainment Activity:

i. 1635 N. US Hwy 1, (Destination Daytona, activities as specified in County Development Order))
ii. 1068 N. US Hwy 1, (Iron Horse Saloon)
iii. 1065 N. US Hwy 1, (Standard Cycle/Biker Haven)
iv. 1105 N. US Hwy 1, (Beaver Bar)

b. **High Impact Use on Vacant or Unimproved Land.** Itinerant commercial uses or activities are deemed to have the same significant impacts on vacant or unimproved land as those impacts that occur on improved land. Business establishments and lands that are not described in paragraph 4a(1) and (2) above shall be in the High Impact Use on Vacant or Unimproved Land Category for purposes of this Agreement. Itinerant Commercial Activities and Outdoor Entertainment Activities for lands within the High Impact Use on Vacant or

Unimproved Land Category shall be subject to the amortization schedule described in paragraph 5 below.

5. *Rationale for Use of Land Classification and Amortization.* Property values in Florida are based on the aggregate total of building improvement and land value. Much of the total taxable value in property involves a building improvement to land value ratio of approximately 70:30. Consequently, vacant land reserved solely for the purpose of itinerate commercial activities or uses for an event that has limited duration is problematic for several reasons, including:

a. Pays little in taxes to offset the costs of public service impacts related to the event;

b. Vacant or unimproved land is not assessed by the property appraiser for the income to property owners generated by itinerate commercial activities or uses;

c. Vacant or unimproved land that is used solely for itinerate commercial activities or uses have debilitating effects on adjacent property values and the North U.S. 1 corridor in general.

In order to promote the use of land for primary business use purposes, an amortization schedule shall be imposed for itinerant activities and uses, and outdoor entertainment activities, as follows:

High Impact Use on Improved Land. The businesses and land described in paragraph 4a (1) and (2) above shall be exempt from the amortization schedule that applies to those businesses and land in the High Impact Use on Vacant or Unimproved Land Category described below and from the Outdoor Activity provisions of the City's Land Development Code that would require authorization and approval by a Special Exception development order.

High Impact Use on Vacant or Unimproved Land; Amortization Schedule. Lands that are subject to the High Impact Use on Vacant Land Category described in paragraph 4b above may host Itinerant Commercial Activities and Outdoor Entertainment Activities during Recognized Special Events for a period that shall automatically terminate five years from the effective date of the Interlocal Service Boundary Agreement. Permits for Itinerant Commercial Activities and Outdoor Entertainment Activities must be obtained from the City's Site Plan Review Committee in accordance with the requirements of Section 6 or 7 of this Agreement as a condition of engaging in such activities. Itinerant Commercial Activities and Outdoor Entertainment Activities shall be prohibited after the five year termination date prescribed in this section.

6. *Specialized Itinerant Provisions in the North US 1 Corridor.*

a. Specialized Itinerant Provisions ("SIP") applications shall be approved administratively by the City's Site Plan Review Committee.

b. All retail and service activities shall occur outside public rights-of-way.

c. A fully completed application for a Master Vendor Permit shall include attachments containing the following information:

1. A single site plan 8.5 x 11 inches, drawn to scale must show all necessary elements and shall include the following if applicable:

   i. Location of existing facilities/structures
   ii. Location of proposed temporary facilities/structures
   iii. Proposed traffic flow and provisions for ingress/egress
   iv. Measures for security/crowd control
   v. Measures for provision of medical care
   vi. Lighting
   vii. Solid waste disposal
   viii. Parking
   ix. Location of bands and or music venues
   x. Sanitation facilities
   xi. Vendor permits (i.e., vendor list with Vendor Names, goods and/or services to be provided.)

2. A list or schedule of events that are to occur at the location for the duration of the permit, including any host drinking contests or games, motorcycle/car washes (excluding those held by a church, school, or civic organizations). Contests involving disrobing or wet t-shirt contests, slaw/pudding/jello wrestling, bobbing or similar contests are prohibited.

3. Individual itinerate vendors will be required during special events to have a permit to do business

4. No person or business receiving a Master Vendor Permit or Individual Vendor Permit may engage in any of the following activities:

   i. Activities involving the operation of aircraft;
   ii. Events involving the discharge of explosive devices in violation of state or federal law;
   iii. Activities in which farm animals or wild animals interact with the public;
   iv. Outdoor event involving the exhibition of moving, driver-occupied motorized vehicles such as stunt shows, dynodrag or dyno unit; except that Wall of Death and burn-out pit activities, only, are allowed.
   v. Activities involving the discharge of any toxic or harmful substance.

5. Portable side-by-side stationary racing dynamometers for bike drag race simulation are permitted.

6. All vendors setting up outside a permanent building, using a tent or other temporary structure are required to have an inspection by the Building Division 24 hours prior to operating.

7. A vendor may be allowed the use of one portable out-door sign in the form of a sandwich board or other similar design to be used for advertisement of daily specials, events or services of the vendor during the event. The sign may only be set out each day at the opening of business hours and shall be removed each day at the end of business hours. All signs shall require a sign permit. The sign shall not exceed 16 square feet in size and must be constructed of sufficient material to withstand adverse weather events.

8. Vendor activities and advertising must at all times be confined to the vendor space identified either in the Master Vendor Permit or Individual Vendor License.

9. Vendor is required to leave said vending space 8 hours after the event officially closes.

10. Food vendors must operate in compliance with the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional regulation. Food vendors must show proof that they meet all applicable health department regulations and hold all valid food service licenses required for their operations.

11. Zoning restrictions on tattoo services shall not apply during recognized events but must operate in compliance with the provisions set forth in F.S. §877.04, as amended, and any other applicable state laws and city regulations.

7. *Outdoor Entertainment Activity (OEA) Provisions*. The following items shall be required for approval of an OEA permit:

a. The permit shall be administratively reviewed and approved in accordance with the city's regulations;

b. The permit shall be for an individual outdoor activity only;

c. A drawing to scale depicting the placement of structures, tents, lighting and sound plans, and provisions for vehicular parking and access;

d. Department of Health approval for food vendors if applicable;

e. Provisions for adequate security and traffic control approval from the Ormond Beach Police Department;

f. Provisions for emergency services and fire;

g. Written notarized authorization for unlimited and unconditional 24 hour access to the site for city inspectors;

h. Compliance with local and state laws and regulations regarding food and beverage concession operations; and

i. Vendors must possess a valid Business Tax Receipt.

Instrument# 2014-155370 # 31
Book: 7026
Page: 926

EXHIBIT "C-1"
(pages 1-3)

-----Original Message-----
From: Goss, Ric
Sent: Monday, July 28, 2014 1:40 PM
To: 'RPyke@daytonalaw.com'
Cc: Shanahan, Joyce; Hayes, Randy
Subject: RE: Iron Horse-Interlocal Agreement

Rebecca: My comments regarding operational implementation are these:

1. No OEP is required at all if the event is typically smaller in scope than Recognized Events as defined in the Itinerant Vendor Criteria (IVC) and they occur on site. A 500 person event on site would not require an OEP.
2. There is nothing proposed in the IVC that would prevent the issuance of an Master Vendor Permit for a number of events to occur over a year. It is my understanding that should this need to be clarified, we will clarify it in the ordinance amending the LDC for IVC. The ordinance amending the LDC will have preamble language indicating that the LDC ordinance will take precedence over the ISBA agreement as it pertains to the Itinerant Vendor Criteria.
3. Again, the answer is the same as in 2. The IVC operating standards Outdoor Entertainment and Recognized Special Events is significantly different than that permitted elsewhere in the City. First, it will be administratively approved where elsewhere it is approved by the City Commission as Special Exception. The city recognizes the differences and it can be addressed in the LDC amendment since the ISBA ordinance does not prevent it. It was reasoned that not all operating standards can be codified at the ISBA level of approval. The LDC amendment will be more narrow, focused and can address yearly permits for multiple activities as well as setup days for events.
4. The City permits the Wall of Death in its Outdoor Entertainment Activities on US 1. A Wall of Death was approved by staff for an activity related to Bike Week at the Broken Spoke. The Outdoor Entertainment was approved for 3 years which permitted the Wall of Death provided participants were not the public. However, I believe the City Attorney amended the IVC to add the following to prevent confusion: "iv. Outdoor event involving the exhibition of moving, driver-occupied motorized vehicles such as stunt shows, dyno-drag or dyno unit; except that the Wall of Death and burn-out pit activities, only, are allowed."

I hope this satisfactorily addresses how the City will address your concerns regarding operational issues that are important but extremely detailed that are better addressed in the LDC than in an ISBA agreement. Ric

Richard "Ric" P. Goss, AICP
Planning Director
City of Ormond Beach
22 South Beach Street
POB 277
Ormond Beach, Florida 32175-0277

386.676.3343 (direct line)
386.676.3238 (Department line)
386.676.3361 (FAX)

Ric.Goss@ormondbeach.org

-----Original Message-----
From: Hayes, Randy
Sent: Monday, July 28, 2014 12:43 PM
To: Goss, Ric
Cc: Shanahan, Joyce
Subject: FW: Iron Horse-Interlocal Agreement

Ric - for your information. Would you please address the inquires from Dave Hood's office, which follow my comments below? Thank you. Randy

-----Original Message-----
From: Hayes, Randy
Sent: Monday, July 28, 2014 12:42 PM
To: 'Rebecca Pyke'
Cc: Dave Hood
Subject: RE: Iron Horse-Interlocal Agreement

I will forward your inquiry to the planning director since they relate to the administration of regulations and will let you know something as soon as I can today. There will be opportunities to tweak the regulations where necessary or desirable.

Procedurally, once the interlocal agreement is approved by the city commission and county council, the terms and conditions affecting the use of land (which would include the itinerant vendor criteria attached to the ordinance as Exhibit-C) will not actually become effective until the city completes, and approves, a comprehensive land use amendment incorporating the lands within the service area under the city's jurisdiction. The comp plan amendment process will take approximately four to six months to complete. During the comp plan amendment process, the city's Land Development Code will undergo an amendment to incorporate various conditions of the interlocal agreement to better administer the regulations, including the itinerant vendor criteria. The criteria attached as Exhibit-C to the ordinance approving the interlocal agreement may modified or tweaked during this process as well.

I'll provide additional information regarding your inquiry as soon as I can.

Thank you

Randy

-----Original Message-----
From: Rebecca Pyke [mailto:RPyke@daytonalaw.com]
Sent: Monday, July 28, 2014 9:11 AM
To: Hayes, Randy
Cc: Dave Hood; Rebecca Pyke
Subject: FW: Iron Horse-Interlocal Agreement

Good morning Mr. Hayes:

Mr. Hood asked me to forward the below information to you this morning. Please review the following items and let us know if you agree and we can bring a close to this agreement. Please advise Mr. Hood of your comments. Thank you.

1) There is no clarification for the operating procedures for events.

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Book: 7026
Page: 928

For example:

a) Currently an OEP is necessary when a gathering of 500 people or more are anticipated and is generally approved as long as rules are followed.

b) We apply yearly, listing all proposed events. This allows us to better plan in advance. How will this be handled?

c) Our current set up time for major events is 5 days and tear down time is 3 days. This allows us to set up a quality event that is not simply thrown together. The listed times in the current agreement are almost physically impossible.

d) The Wall of Death has been a part of our event for many years. It appears this will not be allowed??

Instrument# 2014-155370 # 34
Book: 7026
Page: 929
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, J. Scott McKee, 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. 2014-27 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 19st day of August 2014.

SEAL

J. Scott McKee
City Clerk
CITY OF ORMOND BEACH, FLORIDA

ATTACHMENT 4

First amended Interlocal Service Boundary Agreement, Plantation Oaks

10/31/2019 2:12:42 PM
Instrument# 2019214201 7 pages
Book: 7767 Page: 3768
Electronically Recorded By
Volusia County Clerk of the Court

ORDINANCE NO. 2019-19

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and County of Volusia entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Services Delivery Sub-Agreement, dated August 28, 2014 and recorded on Official Records Book 7026, Pages 876, et. seq, of the Public Records of Volusia County, Florida ("2014 ISBA"), and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") regarding certain lands along the N. U.S. Highway 1 corridor, 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 city's planning board (local planning agency) held an advertised public hearing on May 9, 2019 for the purpose of considering the proposed amendment and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency) and further determines that approval of the First Amended Interlocal Service Boundary Agreement will serve the best interests and welfare of the general public, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves the First Amended Interlocal Service Boundary Agreement, a copy of which is attached as Exhibit "A", and authorizes and directs the mayor and city manager to execute the same.

SECTION THREE. The city commission further authorizes and directs the city manager and appropriate city staff members to exercise all necessary and appropriate action consistent with the purpose of the First Amended Interlocal Service Boundary Agreement.

SECTION FOUR. A copy of this Ordinance and the First Amended Interlocal Service Boundary Agreement shall be recorded with the clerk of court for Volusia County Circuit Court in accordance with applicable law.

PASSED UPON at the first reading of the City Commission, this 7th day of August, 2019.

PASSED UPON at the second and final reading of the City Commission, this 20th day of August, 2019.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

EXHIBIT "A"
TO RESOLUTION
CONTAINING 4 PAGES

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 _____ date of _____, 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:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Ed Kelley
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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

ATTEST:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

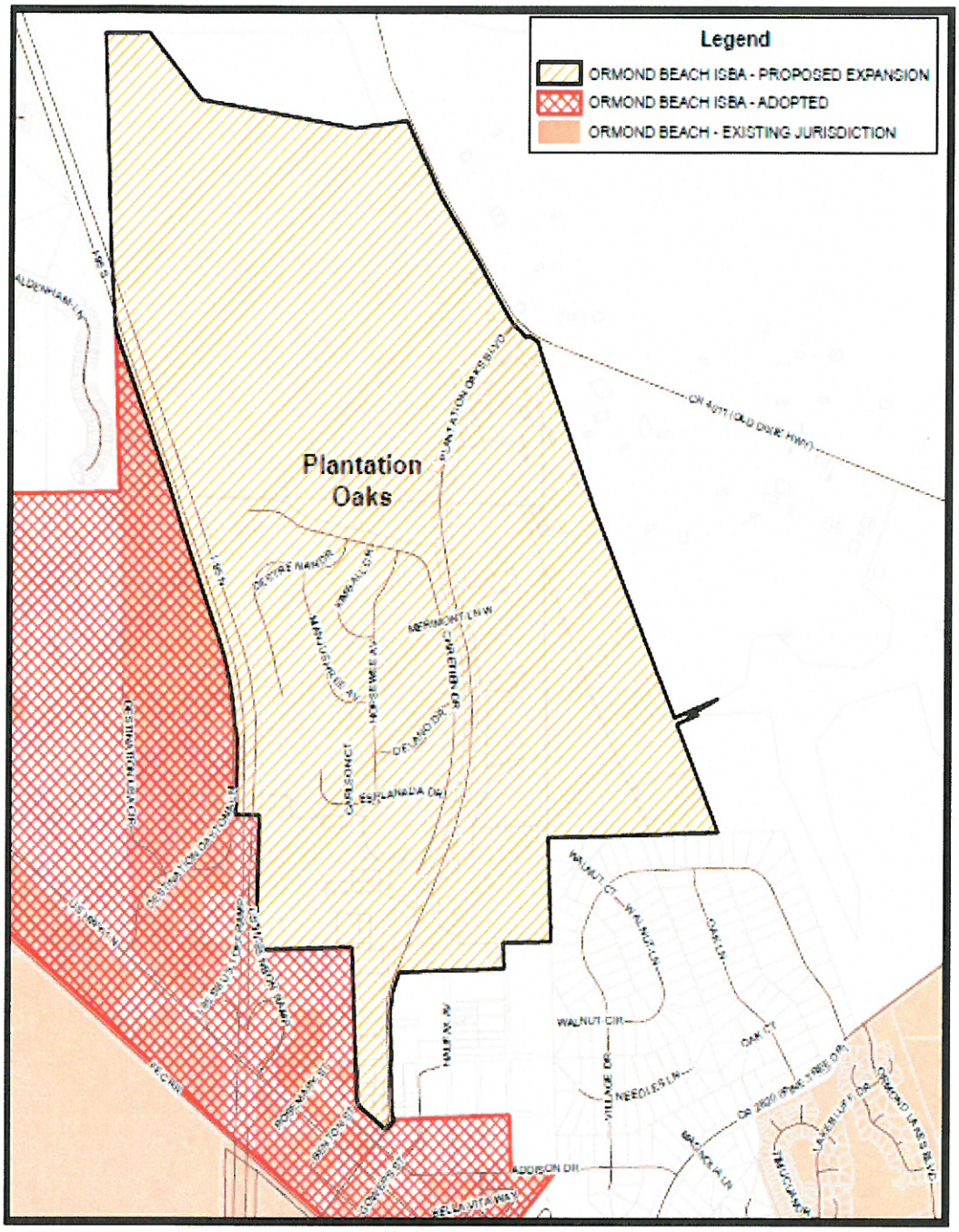
Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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

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
W E
S
1 inch = 1,600 feet

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Colby J. Cilento, 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. 2019-19 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 28th day of October, 2019.

SEAL

Colby J. Cilento
City Clerk
CITY OF ORMOND BEACH, FLORIDA

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:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

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:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

Bill Partington
Mayor

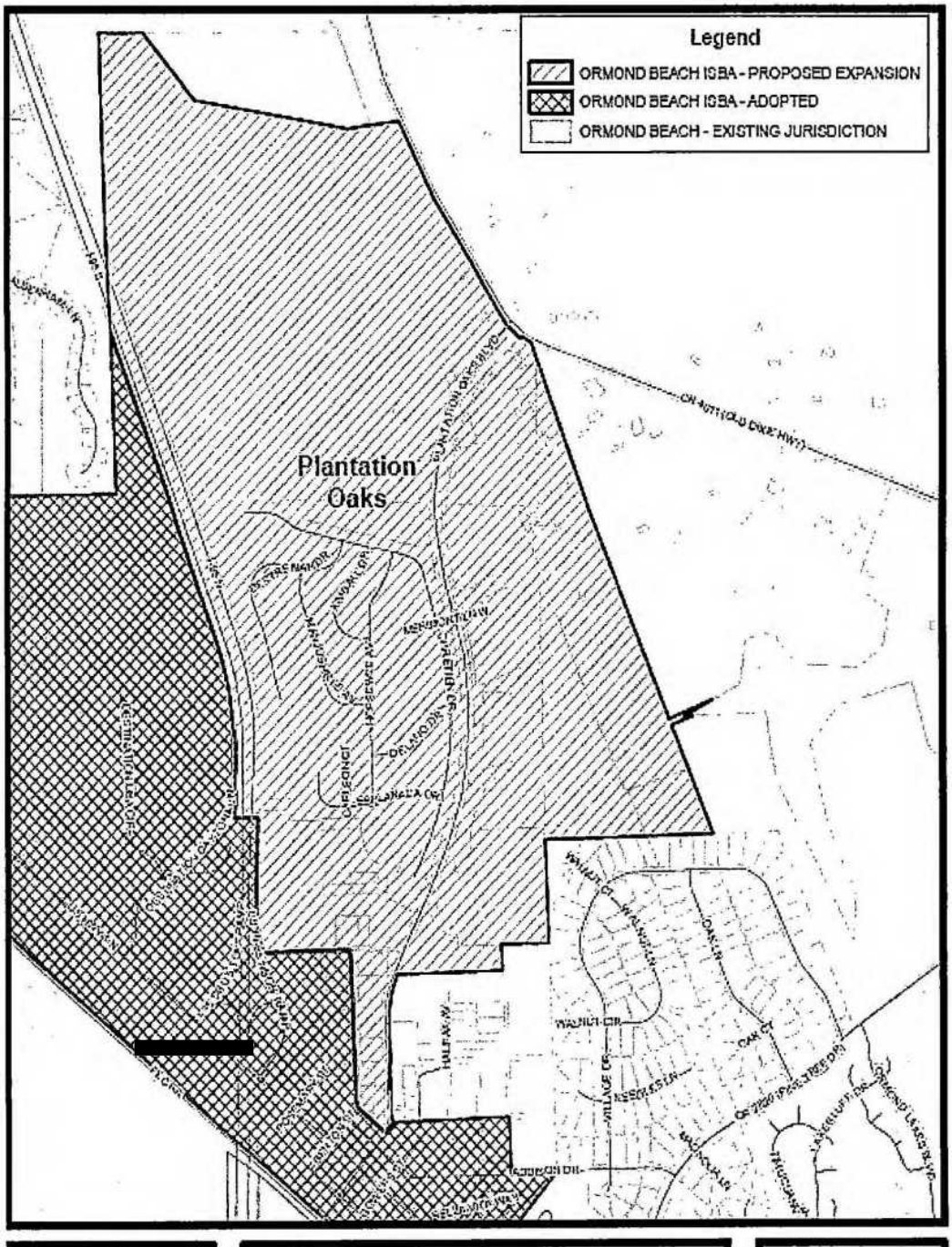
STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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1 inch = 1,600 feet

ATTACHMENT 5

Second amended Interlocal Service Boundary Agreement, RidgeHaven

ORDINANCE NO. 2021-43

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and County of Volusia entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Services Delivery Sub-Agreement, dated August 28, 2014 and recorded on Official Records Book 7026, Pages 876, et. seq, of the Public Records of Volusia County, Florida ("2014 ISBA"), and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") regarding certain lands along the N. U.S. Highway 1 corridor, 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 city's planning board (local planning agency) held an advertised public hearing on October 14, 2021 for the purpose of considering the proposed amendment and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency) and further determines that approval of the Second Amended Interlocal Service Boundary Agreement will serve the best interests and welfare of the general public, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves the Second Amended Interlocal Service Boundary Agreement, a copy of which is attached hereto and incorporated herein by reference, and authorizes and directs the mayor and city manager to execute the same.

SECTION THREE. The city commission further authorizes and directs the city manager and appropriate city staff members to exercise all necessary and appropriate action consistent with the purpose of the Second Amended Interlocal Service Boundary Agreement.

SECTION FOUR. A copy of this Ordinance and the Second Amended Interlocal Service Boundary Agreement shall be recorded with the clerk of court for Volusia County Circuit Court in accordance with applicable law.

PASSED UPON at the first reading of the City Commission, this 16th day of November, 2021.

PASSED UPON at the second and final reading of the City Commission, this 7th day of December, 2021.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\11-16-21\21-43 SECOND AMENDED ISBA AGREEMENT (P21-0165G).DOCX/

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 _____ date of _____, 2021 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:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeff Brower
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, 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.

NOTARY PUBLIC

ATTEST:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

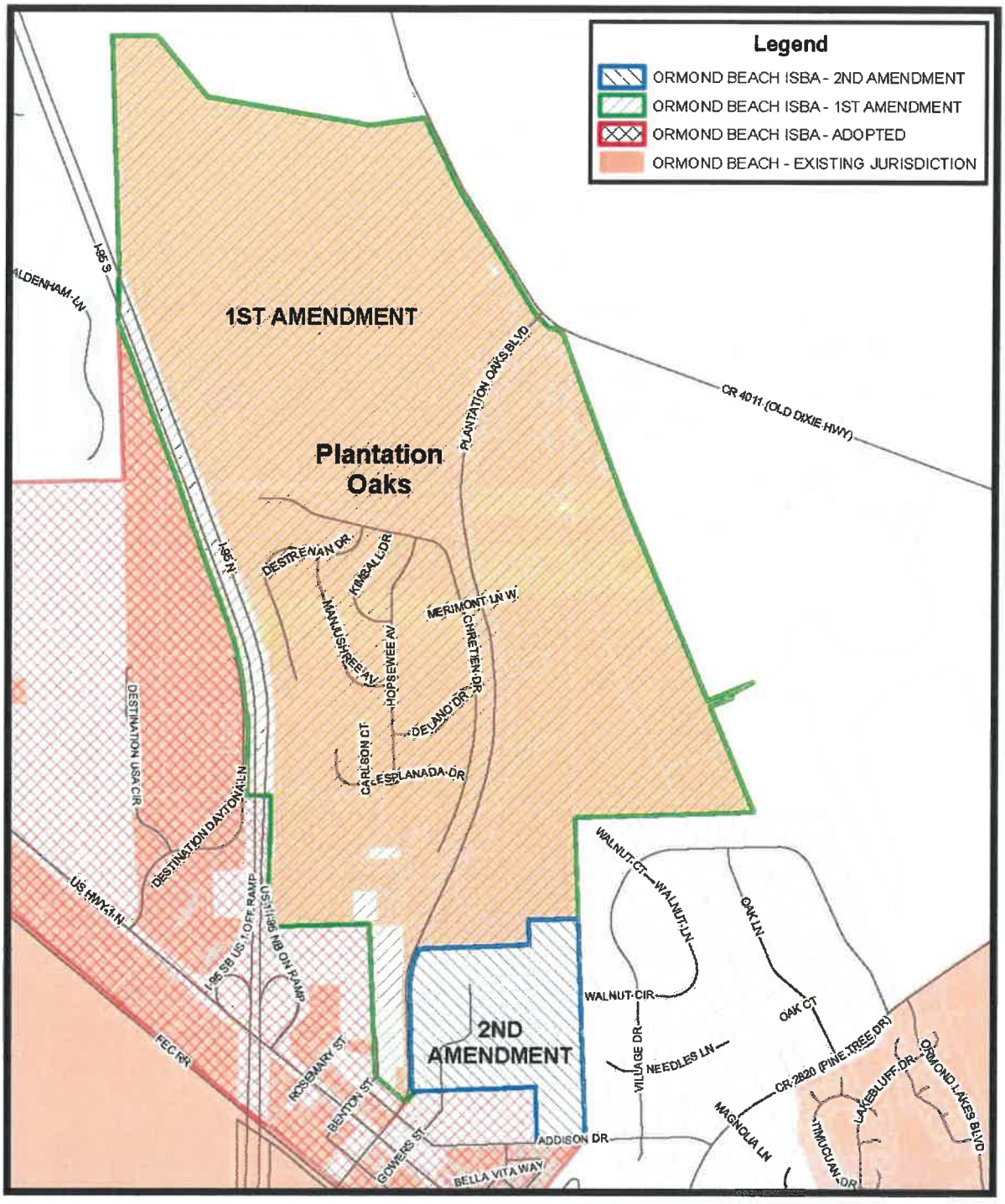
Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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.

_____
NOTARY PUBLIC

MAP 3



ORMOND BEACH ISBA
RIDGE HAVEN ADDITION

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021

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1 inch = 1,600 feet

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. 2021-43 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 8th day of December, 2021.

SEAL

Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

ORDINANCE 2022-9

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA BETWEEN THE COUNTY OF VOLUSIA, FLORIDA, AND THE CITY OF ORMOND BEACH, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AUTHORIZING INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, part II, Florida Statutes, the City Commission of the City of Ormond Beach approved Resolution 2010-131 (Initiating Resolution) on September 7, 2010, and the County Council of the County of Volusia 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 (2014 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 21, 2014, through Ordinance 2014-12, and recorded in Official Records Book 7026, Pages 876; 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 in Official Records Book 7758, Pages 4680, et. seq. of the Public Records of Volusia County Florida; and

WHEREAS, the City and the County desire to amend the 2014 ISBA and the First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the City, on December 7, 2021, enacted City of Ormond Beach Ordinance No. 2021-43, approving the Second Amended Interlocal Service Boundary Agreement; and

WHEREAS, the County Council determines that approval of the Second Amended Interlocal Service Boundary Agreement will serve the best interests and welfare of the general public.

BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

(Words in ~~strike-through~~ type are deletions; words in underscore type are additions.)

SECTION I: The foregoing recitals are incorporated herein by reference as the legislative findings of the County Council of the County of Volusia.

SECTION II: The County Council hereby approves the Second Amended Interlocal Service Agreement, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Chair and/or County Manager to execute the same.

SECTION III: The Council further authorizes and directs all necessary and appropriate action to amend the County's comprehensive plan as required by section 171.203(9).

SECTION IV: The executed Second Amended Interlocal Service Agreement shall be recorded and filed with the clerk of court for Volusia County Circuit Court, in accordance with Section 163.01(11), Florida Statutes.

SECTION V: This ordinance, and the Second Amended Interlocal Service Agreement attached hereto, have been approved in accordance with Section 171.203(14).

SECTION VI: SEVERABILITY - Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION VII: CONFLICTING ORDINANCES - All ordinances, or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION VIII: EFFECTIVE DATE. This ordinance shall take effect upon electronic filing of a certified copy with the Department of State.

ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 15th DAY OF February, 2022.

ATTEST:

George Recktenwald
County Manager

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Jeffrey S. Brower
County Chair

3/30/2022 1:40:30 PM
Instrument# 2022073722 5 pages
Book: 8228 Page: 1974
Electronically Recorded By
Volusia County Clerk of the Court

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 ~~2021~~ 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

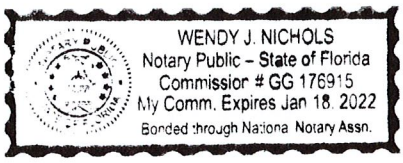
CITY OF ORMOND BEACH

Bill Partington
Mayor

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\11-16-21\ISBA 2ND AMENDED AGREEMENT.DOCX/

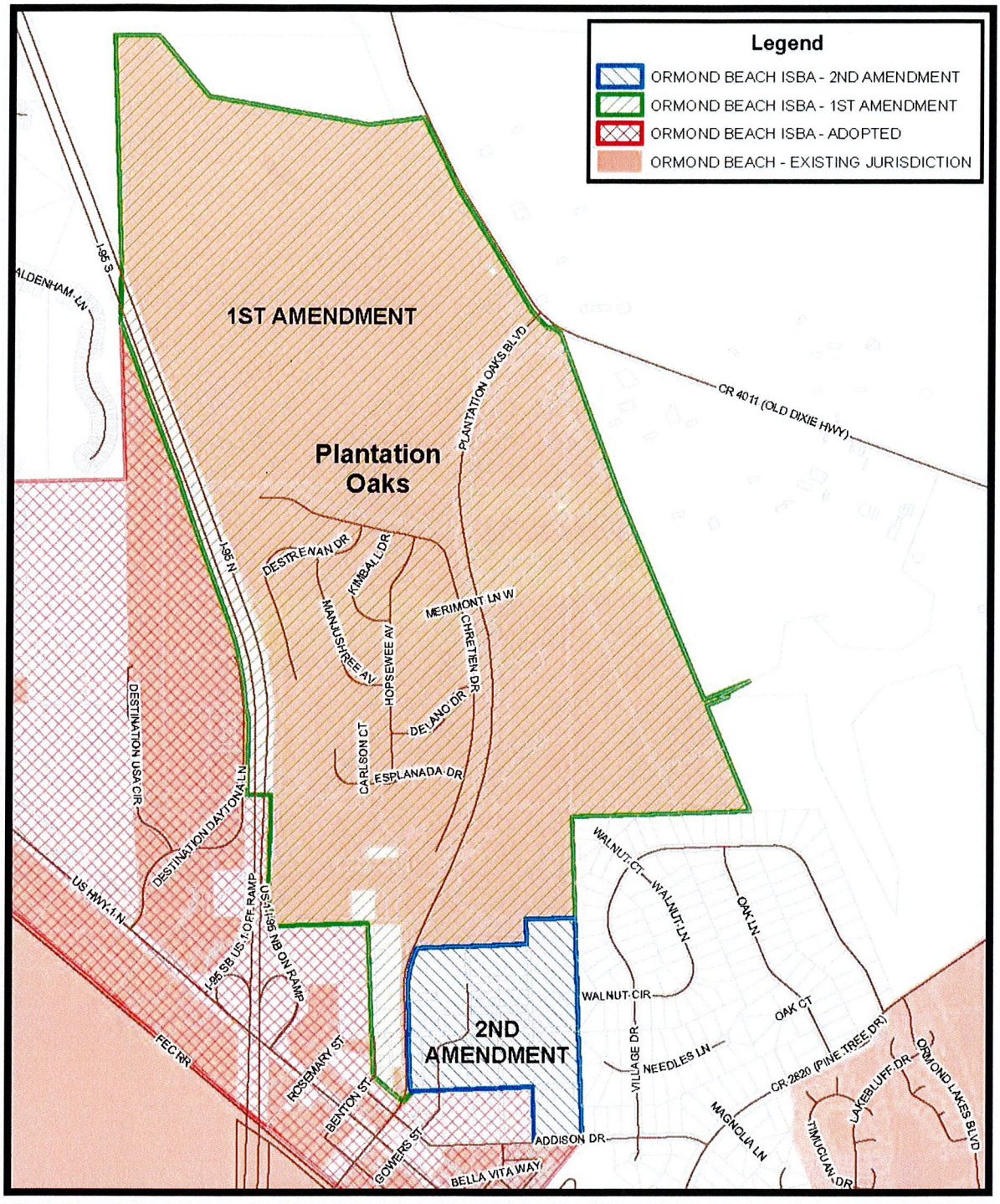
STATE OF FLORIDA
COUNTY OF VOLUSIA

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.



NOTARY PUBLIC

MAP 3



ORMOND BEACH ISBA
RIDGE HAVEN ADDITION

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021

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1 inch = 1,600 feet

Planning Board minutes from

April 11, 2024

ITEM:

PZ-2024-038

Interlocal Service Boundary Agreement (ISBA) Renewal

Board Recommendation

Ms. Shull opened it up to the Board for a motion.

Mr. Galloway motioned to approve PZ 2024-036, 1628 West Granada Boulevard, Special Exception for Electronic Changeable Copy Signage. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

Mr. Galloway asked for clarification if the Board is going to continue going through this process for digital signs. Mr. Spraker replied that yes, unless direction is provided to staff and City Commission that the Planning Board would like to alter the process for these items.

Attorney Hayes stated that it is part of the statutory process and explained that several years ago the Florida Legislature passed a law that would allow these type of requests to be reviewed and approved by local government, based on certain conditions. He commented that without the Legislation, these would not be heard here. They have to come before the Board on a case-by-case basis to be determined on their own facts as each application stands on its own merits.

G. PZ 2024-038, Interlocal Service Boundary Agreement (ISBA) Renewal

Mr. Spraker, Planning Director, explained that this is an administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) for a period of ten (10) years. The North U.S. 1 Interlocal Service Boundary Agreement (ISBA) was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a ten-year renewal and does not amend any other portions of the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). Mr. Spraker showed maps of the Interlocal Service Boundary Agreement area and stated that after City Commission action, Volusia County must also act on the interlocal agreement.

Mr. Spraker stated that the ISBA has been successful in planning tools with property owner participation through landscaping grants, city expansion of water and sewer facilities, the interchange at U.S. Highway 1 and Interstate 95 and redevelopment as with the Ormond ACE Hardware, Dunkin Donuts, the Cheaters business that was demolished, and the Dollar General being put in there. Mr. Spraker stated that Planning staff is recommending approval of the ten year renewal of the Interlocal Service Boundary Agreement (ISBA). If approved it goes to the City Commission and then the Volusia County Council.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Jorczak referenced page 2 where is states that January 19, 2024, staff received the Volusia County Resolution and in 2023-156, where it initiated the process to amend the ISBA Resolution 2023-156 containing two parts, expansion of the land area of the ISBA to include the property at 874 Hull Road. Mr. Jorczak asked if it is an attempt by the County to dump the Belvedere project. Attorney Hayes responded that the only thing the Board is being asked to do is to make a recommendation to

renew the existing agreement with adding subjects and changes and renew the term for another ten-year term. Attorney Hayes further explained that when the Hull Road matter became an issue, the County decided that because the agreement was going to expire it would ask the City if it wanted to incorporate the property in the footprint of the agreement which would expand the boundary line. The City Commission did not want to do that, therefore the property is not going to be incorporated into the ISBA and terms and conditions of the ISBA are not going to change. Attorney Hayes stated that the only thing that is being recommended is to renew for another ten-year term because it served its purpose well. Today, the City has been able to annex certain properties along the North U.S. 1 Corridor that were receiving water and had agreements to annex but could not because they did not have the contiguity. This agreement gives the City the ability to do that and to regulate and control the itinerant vending during special events.

Ms. Shull asked if the ISBA agreement has to be renewed every ten years. Mr. Spraker confirmed that yes, it does.

Ms. Shull asked if once they annex and take on Ormond utilities, if they are considered Ormond Beach. Mr. Spraker confirmed that she is correct and added that they are considered Ormond Beach versus unincorporated Volusia County. He referenced 1845 N. U.S. Highway 1, stating that it is within the ISBA, but they have a vacant piece of land and have not connected to utilities. Mr. Spraker commented that in the next five years, they will most likely annex into the City, receive utilities, and will be some type of development project.

Mr. Galloway asked if the City is clean of any lawsuit from the Belvedere issue. Attorney Hayes explained that the agreement was initiated in 2010 in the statutory process with the County to negotiate the ISBA. The history of the area was discussed. Attorney Hayes added that the agreement was negotiated in 2010 and it allowed the ability to annex properties and for the properties that were in the unincorporated County, to bring them in under the City's regulations so that any uses had to come through the City's permitting process and not the County's. Attorney Hayes added that itinerant vending during Bike week was a significant issue. The current term agreement will expire August 21, 2024 unless renewed. He continued that there is no interest in expanding the footprint and confirmed that Hull Road is not proposed to be included in the ISBA agreement and the City Commission made that determination by unanimous vote. He stated if they sue the City, the City will defend it. Attorney Hayes concluded that the City Commission decided that it is not going to annex the property or provide utilities to the property for the current use but explained that the City Commission in the future could change that determination if they so choose, although difficult to see what will happen in the future.

Mr. Scudiero stated that he supports the ISBA renewal and feels that it is the easiest vote the Board will ever get.

Board Recommendation

Ms. Shull opened it up to the Board for a motion.

Mr. Scudiero motioned to approve PZ 2024-038, Interlocal Service Boundary Agreement (ISBA) Renewal. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

H. PZ 2024-039, Comprehensive Plan Amendment, Capital Improvements Schedule Update

Mr. Spraker, Planning Director, explained that the administrative amendment to update the Capital Improvements Schedule of the Capital Improvements Element of the City of Ormond Beach Comprehensive Plan is consistent with the Adopted Capital Improvement Plan in accordance with State Law. He continued that the update does not include any text changes to the goals, objectives and policies of the Capital Improvements Element. He stated that the specific projects are already adopted and the new capital budget starts in the summer. Mr. Spraker concluded that Planning staff is recommending approval of the amendment.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Railsback asked if this is done annually. Mr. Spraker responded that it should be done every year and it makes sense to do with the Water Supply Plan.

Ms. Shull asked about the Tomoka Elementary funding specified in the plan. Mr. Spraker replied that it incorporates the school work plan and it is the construction that is underway now. It was discussed and determined that the money comes from Volusia County Schools.

Mr. Spraker remarked that there is also a sheet for the Transportation Planning Organization.

Mr. Jorczak inquired about general funding for the City and referenced the 2025-2026 Transportation funding segment at $24 million each. He asked for clarification on how the process works for putting the capital investment in the plan. Mr. Spraker replied that the budget process will be where those undetermined will find a source or be moved out to a further year. He added that the item before the Board is not for the individual projects or an amount, but taking a forward look at the Capital Improvement Plan. Mr. Spraker concluded that scheduling and capital budgeting are part of the City Commission budget process and that the budget workshop starts at 5:30 p.m. on June 04, 2024.

Board Recommendation

Ms. Shull opened it up to the Board for a motion.

Mr. Railsback motioned to approve PZ 2024-039, Comprehensive Plan Amendment, Capital Improvements Schedule Update. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

I. PZ 2024-040, Local Landmark List Amendment, Land Development Code Amendment

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-09

AN ORDINANCE APPROVING AND AUTHORIZING THE RENEWAL OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT, AND A PLANNING AND SERVICES DELIVERY SUB-AGREEMENT, BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; APPROVING THE RENEWAL OF ITINERANT VENDOR CRITERIA; PROVIDING FOR RECORDATION; 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 request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). The North U.S. 1 Interlocal Service Boundary Agreement was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a ten (10) year renewal and does not amend any other portions of the North U.S. 1 Interlocal Service Boundary Agreement.

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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments.

   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 amendment is related to the state required Water Supply Work Plan and related Comprehensive Plan amendments. 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 ordinance is related to the renewal of the North U.S. 1 Interlocal Service Boundary Agreement. 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 ordinance is related to the renewal of the North U.S. 1 Interlocal Service Boundary Agreement

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 21, 2024 - City Commission

Number: 9.F

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-10
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Fountain View, Phase 1B, Final Plat		
Summary:	This application was submitted by Plantation Oaks of Ormond Beach, LLC, for a final plat for a 137-lot single-family subdivision on approximately 77.91 acres. The Fountain View, Phase 1B subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of a parcel at 1700 Plantation Oaks Blvd. The zoning approval for the subdivision occurred with ordinances 2021-03 and 2022-16, and the preliminary plat was approved with resolution 2024-29. The subdivision improvements are under construction. The final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. Final plats are reviewed by the Site Plan Review Committee, the City Attorney's Office, and a City Surveyor. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning. The Planning Board reviewed the proposed final plat at the April 11, 2024 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed final plat.		
Financial Impact:	The proposed final plat has no direct financial impact, and the project developer is required to install all subdivision improvements. The project is a private community, and the City is only responsible for utility improvements.		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with		

	the Planned Development and Preliminary Plat. No citizen impact is anticipated as a result.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the proposed Fountain View, phase 1B final plat for a 137-lot single-family subdivision on approximately 77.91 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-10 Fountain View, Phase 1B- Final Plat (P24-0078G) 2. Exhibit A, Fountain View, Phase 1B 3. 04.11.2024, Fountain View, Phase 1B Final Plat PB Staff Report (8.5X11) 4. 04.11.2024, Planning Board minutes, FV, Phase 1B Final Plat 5. Ordinance BIE, Fountain View, Phase 1B Final Plat
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

ORDINANCE NO. 2024-10

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1B" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, on February 20, 2024, the City Commission approved Resolution 2024-29 approving a preliminary plat for a 137-lot subdivision known as "Fountain View, Phase 1B", and

WHEREAS, on February 27, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on February 29, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the "Fountain View, Phase 1B" plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the "Fountain View, Phase 1B" subdivision has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of City staff, the City Surveyor, the Planning Board and 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 the final plat for the "Fountain View, Phase 1B" 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 21st day of May, 2024.

PASSED UPON at the second reading of the City Commission, this 4th day of June, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 11

FOUNTAIN VIEW, PHASE 1B

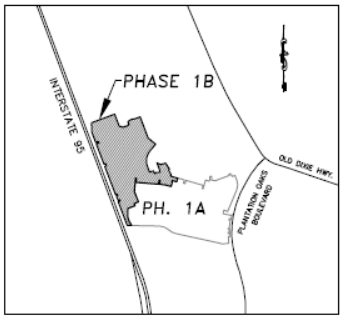
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:___

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 720.99 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF THE BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 140.00 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE 40.00 FEET TO THE EASTERLY LINE OF PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 885.79 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 70.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 630.22 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 80.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'37"W ALONG SAID EASTERLY RIGHT OF WAY LINE 322.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET; THENCE DEPARTING SAID WEST LINE N69°26'25"E, ALONG THE SOUTHERLY LINE WITH PLANTATION OAKS OF ORMOND BEACH, LLC ORB 6150, PAGE 1708, A DISTANCE OF 721.45 FEET; THENCE S20°49'12"E, 381.71 FEET; THENCE S73°13'10"E, 34.29 FEET; THENCE N71°41'43"E, 37.45 FEET; THENCE S40°15'45"E, 31.01 FEET; THENCE S83°22'14"E, 35.41 FEET; THENCE N42°16'21"E, 20.94 FEET; THENCE N69°10'48"E, 50.00 FEET; THENCE S20°49'12"E, 14.74 FEET; THENCE N59°03'34"E, 48.70 FEET; THENCE N63°08'36"E, 62.41 FEET; THENCE N20°49'12"W, 94.88 FEET; THENCE N53°53'21"E, 115.40 FEET; THENCE N80°46'21"E, 120.61 FEET; THENCE N69°10'48"E, 155.53 FEET; THENCE S20°49'12"E, 665.95 FEET; THENCE S50°47'18"E, 277.98 FEET; THENCE S39°12'42"W, 257.24 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF S09°11'10"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE S20°50'23"E, 173.27 FEET; THENCE N72°21'10"E, 124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF S09°36'16"E, AND A CHORD DISTANCE OF 76.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S85°10'11"E, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF N02°47'22"W, AND A CHORD DISTANCE OF 25.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°00'15"E, 124.99 FEET; THENCE N09°33'46"W, 71.66 FEET; THENCE N18°12'45"W, 67.25 FEET; THENCE N20°50'23"W, 150.25 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF N19°50'00"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S63°04'10"E, 120.22 FEET; THENCE N73°45'06"E, 149.36 FEET; THENCE S34°04'14"E, 203.80 FEET; THENCE S34°40'35"W, 38.22 FEET; THENCE S26°34'56"E, 146.48 FEET; THENCE S16°16'40"W, 50.96 FEET; THENCE S73°41'48"E, 220.08 FEET; THENCE S16°18'05"W, 110.00 FEET; THENCE N73°41'48"W, 130.00 FEET; THENCE S16°18'12"W, 50.00 FEET; THENCE S73°41'48"E, 10.75 FEET; THENCE S16°18'12"W, 130.00 FEET; THENCE N73°41'48"W, 150.00 FEET; THENCE N77°38'47"W, 58.68 FEET; THENCE N85°10'11"W, 129.18 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE N85°10'11"W, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 25.00 FEET; THENCE S04°49'49"W, 394.35 FEET; THENCE S20°49'10"E, 322.58 FEET; THENCE S69°10'50"W, 130.94 FEET; THENCE S20°49'10"E, 69.89 FEET; THENCE S69°10'50"W, 223.95 FEET; THENCE S02°33'58"W, 180.84 FEET; THENCE S02°04'18"W, 0.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF S07°32'27"E, AND A CHORD DISTANCE OF 108.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE S17°28'38"E, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF S23°57'33"E, AND A CHORD DISTANCE OF 6.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE S28°32'01"E TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED) HOUSING COMMUNITY ORB 7368, PAGES 2983-2985, A DISTANCE OF 154.05 FEET; THENCE N88°39'35"W ALONG SAID NORTHERLY LINE 126.97 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.53 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 3,393,821 SQUARE FEET, 77.911 ACRES



VICINITY MAP
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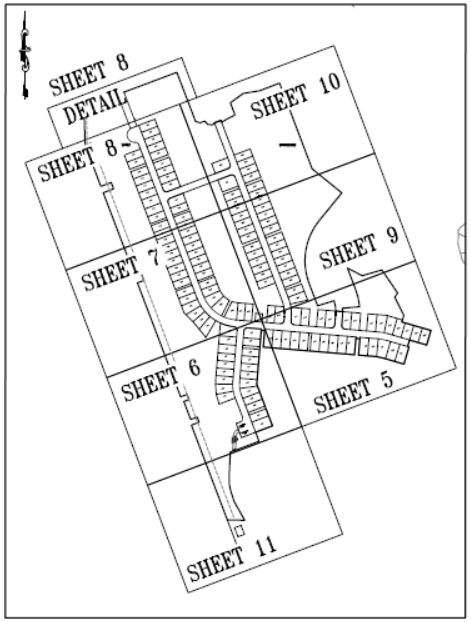

KEY MAP
1"=500'

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SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3-4.....KEY SHEETS
SHEET 5 TO 11.... DETAIL SHEETS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1B", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT A SHOWN HEREON AS LAWNDALE COURT, EVELYTON LANE, MORNING WALK DRIVE, HOUMAS STREET, NAGUA LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY DEDICATED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (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 1B-1, 1B-2, 1B-3, 1B-5, AND 1B-7, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES.

TRACT 1B-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND RECREATION, MAILBOXES, BILLBOARD ACCESS, TREE PRESERVATION, AND CONSERVATION.

TRACT 1B-6 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, 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

_____
PRINT NAME
_____
PRINT NAME

_____
PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1B" 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

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 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

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

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 767-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 1 OF 11

MAP BOOK:__ PAGE:__

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).M

4. ▲ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____–____. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. 1.0 FOOT NON–VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH LLC, RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. TRACTS 1B–2 AND 1B–4 ARE SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

16. TRACT A PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

17. ALL ACCESS EASMENTS ARE HEARBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE FOUNTAIN VIEW HOMEOWNER'S ASSOCIATION, INC.

TOTAL PHASE 1B SITE AREA = 77.91 ACRES
TOTAL L.F. OF ROADS PH. 1B = 6012.49 L.F.

LOTS 122–258	23.46 ACRES
PARCEL A LIFT STATION	0.06 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	7.13 ACRES
TRACT 1B–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.06 ACRES
TRACT 1B–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	26.11 ACRES
TRACT 1B–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.56 ACRES
TRACT 1B–4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAIL BOXES, BILLBOARD ACCESS, TREE PRESERVATION & CONSERVATION	12.08 ACRES
TRACT 1B–5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.29 ACRES
TRACT 1B–6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION	0.05 ACRES
TRACT 1B–7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY	0.06 ACRES

TOTAL NUMBER OF LOTS = 137 LOTS
TOTAL NUMBER OF TRACTS =8
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
MORNING WALK DRIVE	2906.46 L.F.
INAGUA LANE	571.02 L.F.
HOUMAS STREET	1590.77 L.F.
LAWNDALE COURT	794.24 L.F.
EVELYNTON LANE	150.00 L.F.

SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER – NO ACCESS	15.00 FT.

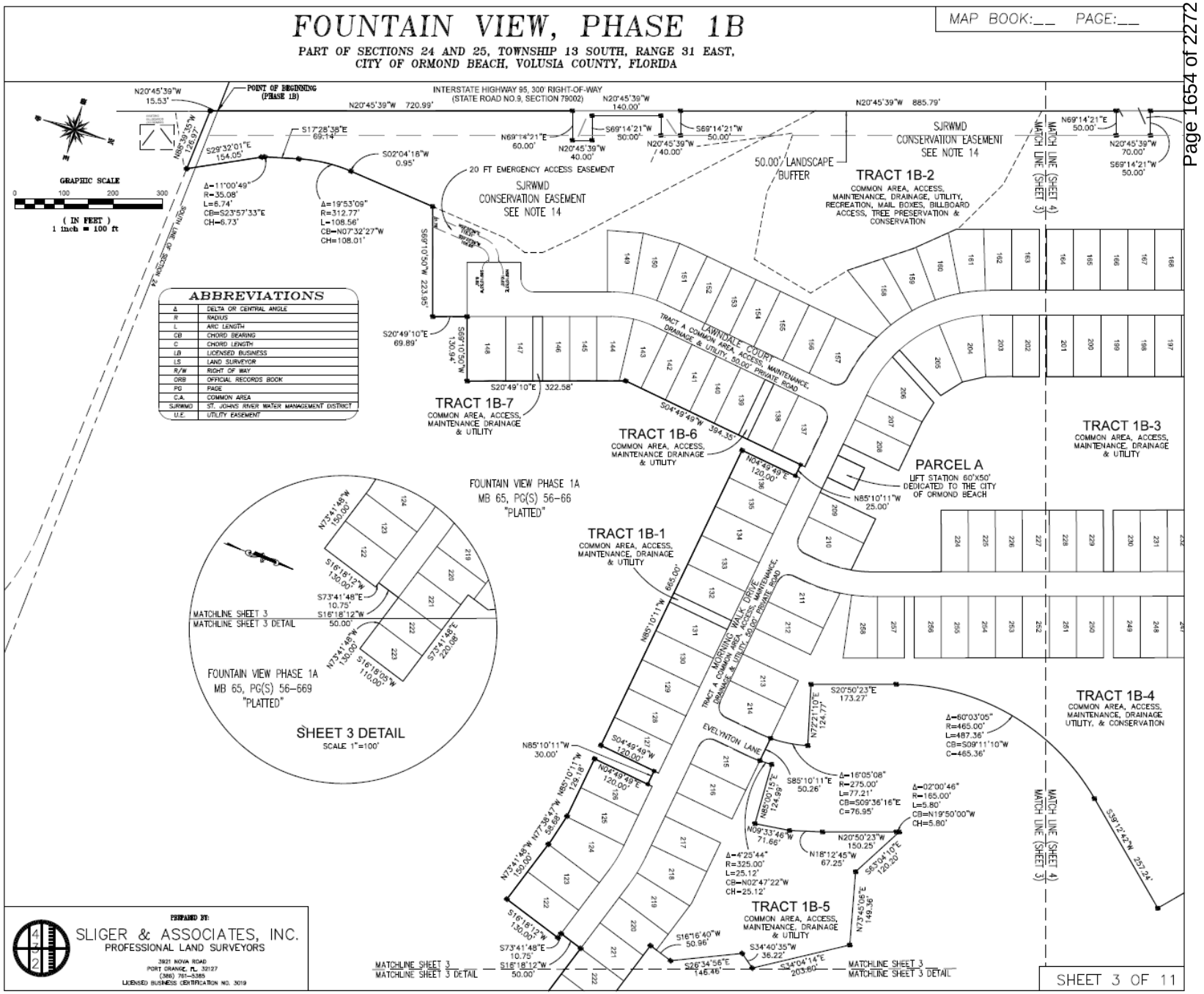
ACCESSORY SETBACKS:	
SIDE YARD	7.5 FT.
SIDE YARD CORNER NO ACCESS	15.00 FT.
REAR YARD SETBACK	5.00 FT.
FRONT YARD	20.00 FT.

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
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FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
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(IN FEET)
1 inch = 100 ft

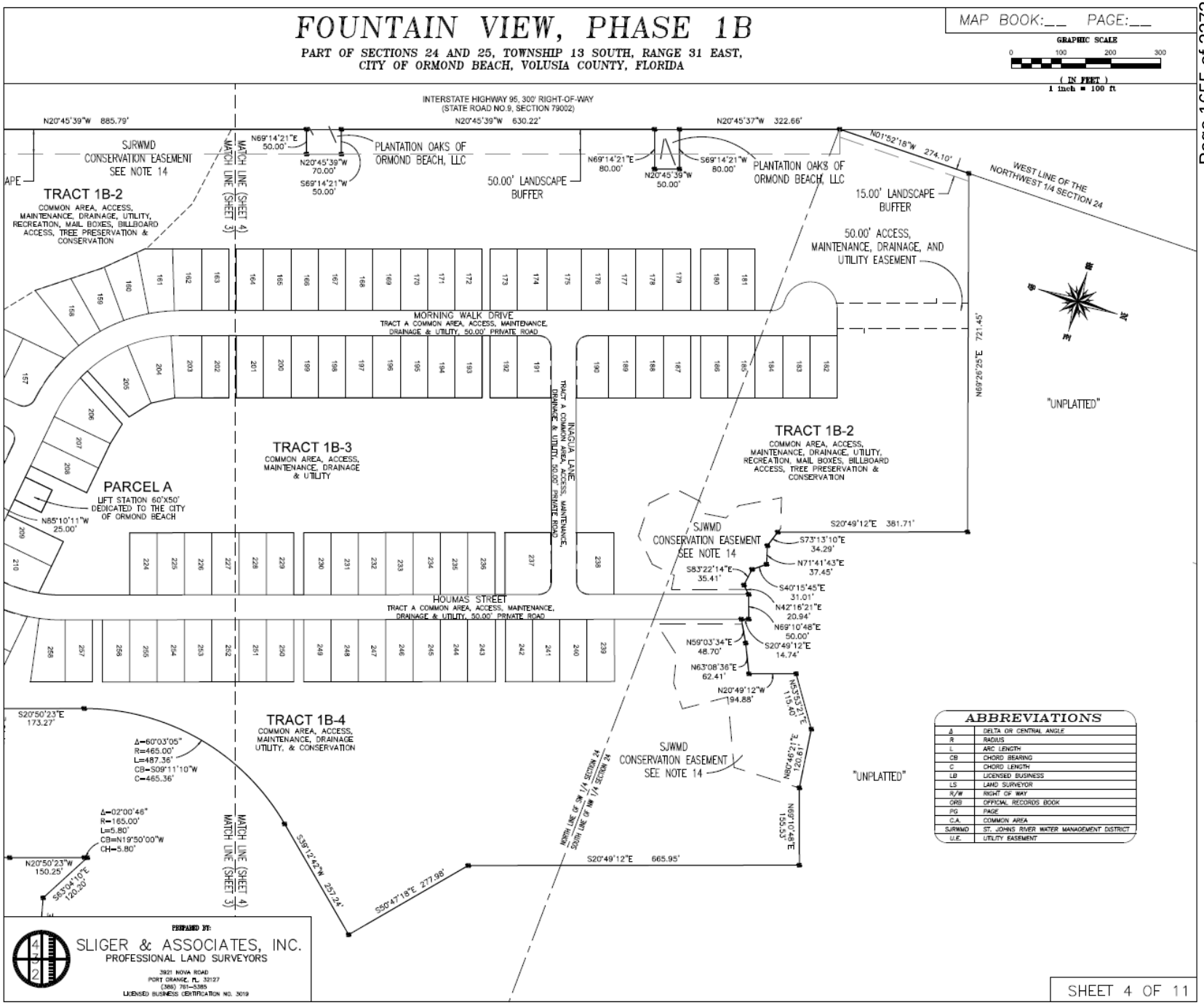

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EXHIBIT "A"
Page 5 of 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
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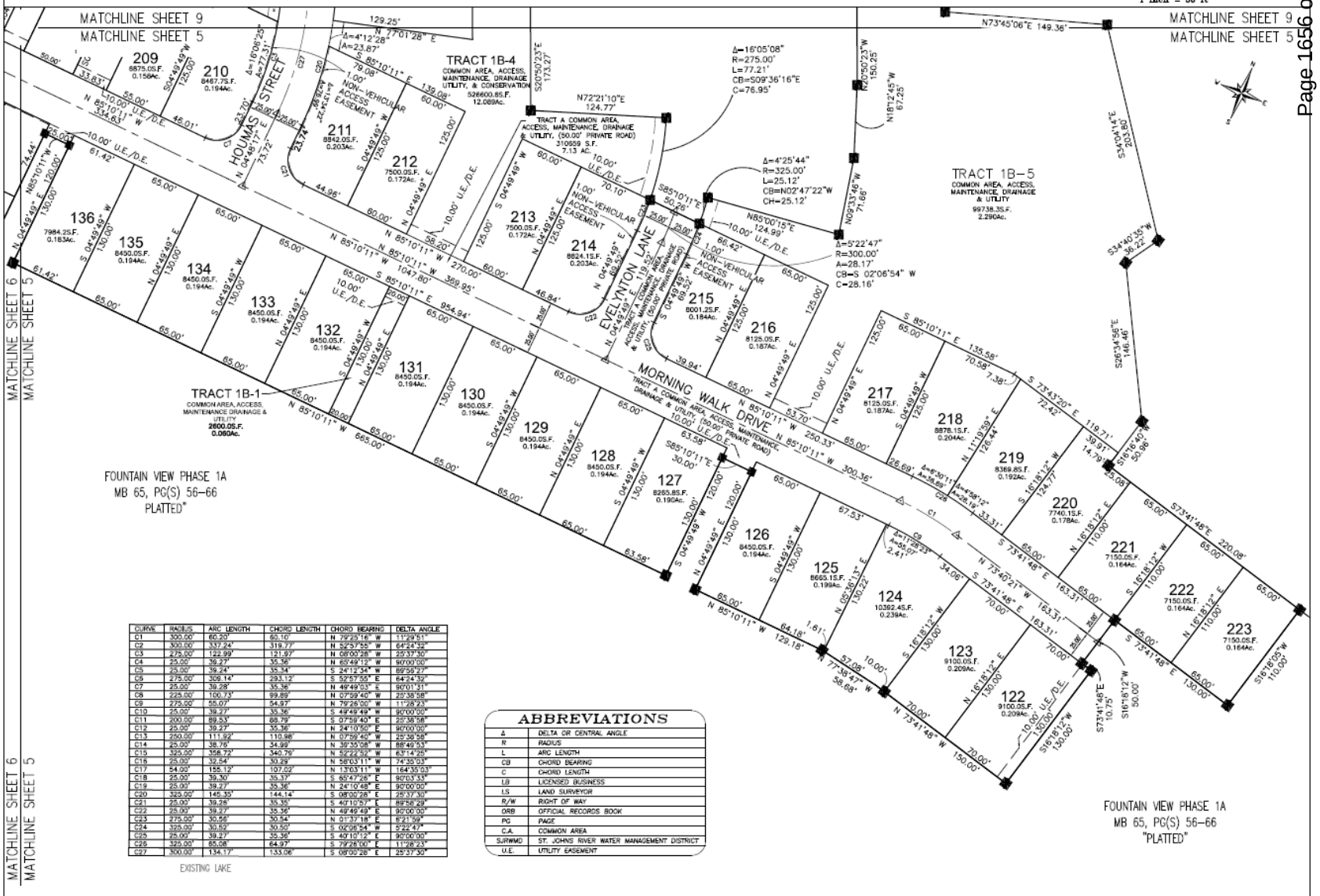
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	60.20'	60.10'	N 79°25'16" W	11°29'51"
C2	300.00'	337.24'	319.77'	N 52°57'55" W	64°24'32"
C3	275.00'	122.99'	121.97'	N 06°00'28" W	25°37'30"
C4	25.00'	39.27'	35.36'	N 65°49'12" W	90°00'00"
C5	25.00'	39.24'	35.34'	S 24°12'34" W	89°56'27"
C6	275.00'	309.14'	293.12'	S 52°57'55" E	64°24'32"
C7	25.00'	39.28'	35.36'	N 49°49'03" E	90°01'31"
C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
C10	25.00'	39.27'	35.36'	S 49°49'49" W	90°00'00"
C11	200.00'	89.53'	88.79'	S 07°59'40" E	25°38'58"
C12	25.00'	39.27'	35.36'	N 24°10'50" E	90°00'00"
C13	250.00'	111.92'	110.98'	N 07°59'40" W	25°38'58"
C14	25.00'	38.76'	34.99'	N 39°35'08" W	88°49'53"
C15	325.00'	356.72'	340.79'	N 52°22'52" W	63°14'25"
C16	25.00'	32.54'	30.29'	N 58°03'11" W	74°35'03"
C17	54.00'	155.12'	107.02'	N 13°03'11" W	164°35'03"
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C19	25.00'	39.27'	35.36'	N 24°10'48" E	90°00'00"
C20	325.00'	145.35'	144.14'	S 08°00'28" E	25°37'30"
C21	25.00'	39.26'	35.35'	S 40°10'57" E	89°58'29"
C22	25.00'	39.27'	35.36'	N 49°49'49" E	90°00'00"
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ABBREVIATIONS

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R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

FOUNTAIN VIEW PHASE 1A
MB 65, PG(S) 56-66
"PLATTED"

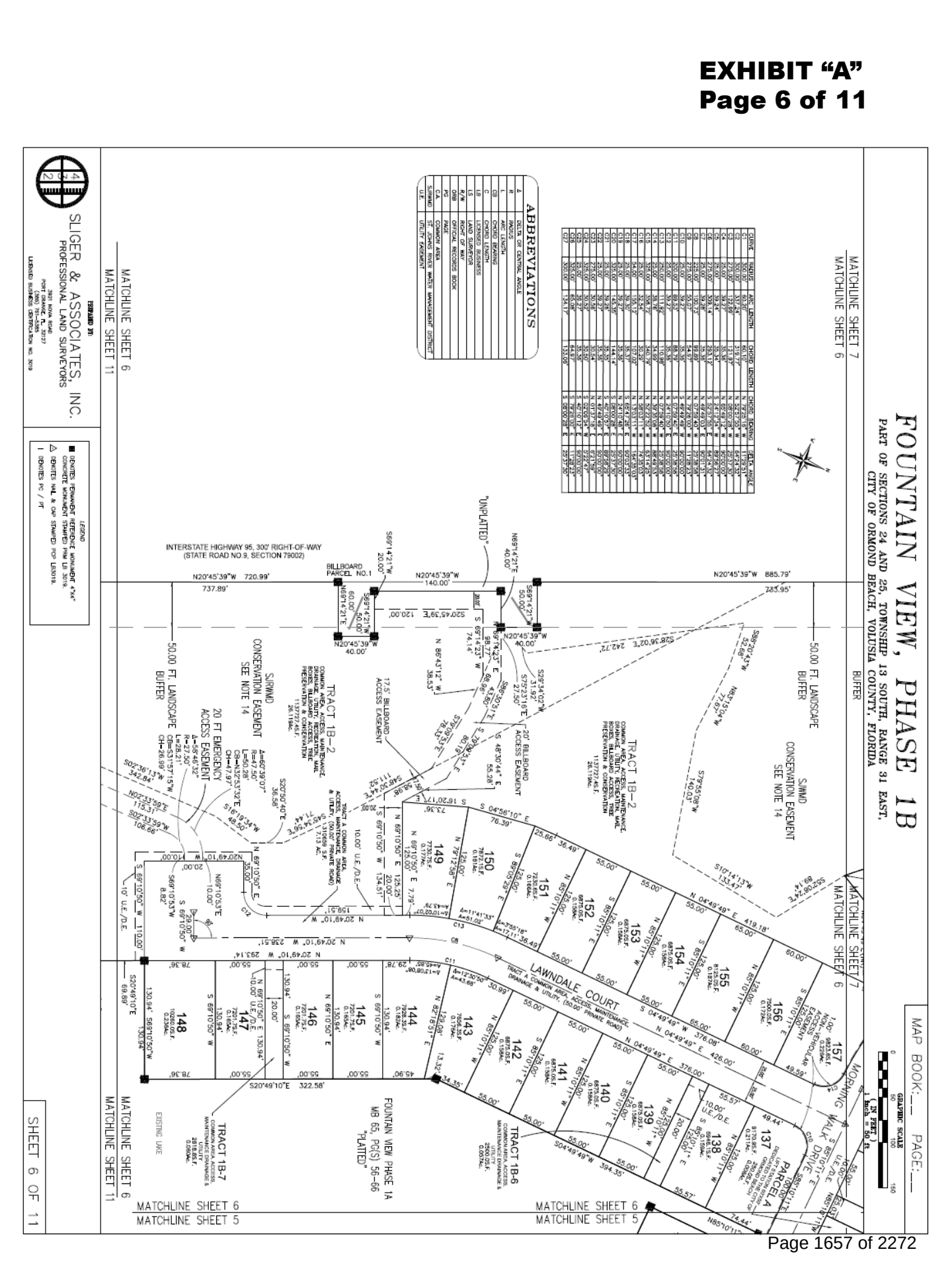
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__


MATCHLINE SHEET 7
MATCHLINE SHEET 6
MATCHLINE SHEET 6
MATCHLINE SHEET 11
MATCHLINE SHEET 6
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 11
INTERSTATE HIGHWAY 95, 300' RIGHT-OF-WAY
(STATE ROAD NO.9, SECTION 79002)
"UNPLATTED"
BILLBOARD PARCEL NO.1
50.00 FT. LANDSCAPE BUFFER
SJRWMD CONSERVATION EASEMENT SEE NOTE 14
20 FT EMERGENCY ACCESS EASEMENT
17.5' BILLBOARD ACCESS EASEMENT
20' BILLBOARD ACCESS EASEMENT
TRACT 1B-2
TRACT 1B-7
TRACT 1B-6
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, (50.00' PRIVATE ROAD)
LAWNDALE COURT
MORNING WALK DRIVE
PARCEL A
FOUNTAIN VIEW PHASE 1A MB 65, PG(S) 56-66 "PLATTED"
EXISTING LAKE
N20°45'39"W 720.99'
N20°45'39"W 885.79'
N20°45'39"W 140.00'
S69°14'21"W 20.00'
N69°14'21"E 40.00'
S69°14'21"W 50.00'
S20°45'39"E 120.00'
N69°14'21"E 60.00'
S69°14'21"W 60.00'
N20°45'39"W 40.00'
S20°45'39"E 40.00'
N69°14'23"E 98.77'
S69°14'23"W 74.14'
N 86°43'12" W 38.53'
S29°34'02"W 31.92'
S79°23'16"E 27.50'
S86°30'51"E 78.83'
S 48°30'44" E 55.28'
S 79°09'57" E 80.19'
S 54°30'44" E 111.52'
S20°50'40"E 36.58'
S02°36'13"W 342.84'
N02°33'59"E 115.31'
S16°19'34"W 48.50'
S02°33'59"W 106.66'
S 04°56'10" E 76.39'
S10°14'13"W 133.47'
S79°55'09"W 140.03'
S 04°49'49" W 376.00'
N 04°49'49" E 426.00'
N 04°49'49" E 419.18'
S 04°49'49" W 394.35'
N 20°49'10" W 293.14'
S20°49'10"E 322.58'
S20°49'10"E 69.69'
N85°10'11"W 74.44'
N85°10'11"W 100.00'
S85°10'11"E 100.00'
S69°10'50"E 130.94'
N69°10'50"W 130.94'
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N69°10'50"W 110.00'
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N69°10'53"W 10.00'
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N69°10'50"W 130.94'
S69°10'50"E 130.94'
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N69°10'50"W 130.94'
S69°10'50"E 130.94'
N69°10'50"W 130.94'
S69°10'50"E 130.94'
N69°10'50"W

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

MATCHLINE SHEET 8
MATCHLINE SHEET 7

ABBREVIATIONS

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R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

△ DENOTES NAIL & CAP STAMPED PCP LB3019.

| DENOTES PC / PT

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C27	300.00'	134.17'	133.06'	S 08°00'28" E	25°37'30"

50.00 FT. LANDSCAPE BUFFER

TRACT 1B–2
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAIL BOXES, BILLBOARD ACCESS, TREE PRESERVATION & CONSERVATION
1137727.4S.F.
26.119Ac.

PLANTATION OAKS OF ORMOND BEACH, LLC

BILLBOARD PARCEL NO.2

MORNING WALK DRIVE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, (50.00' PRIVATE ROAD)

15.00' BILLBOARD ACCESS EASEMENT

INTERSTATE HIGHWAY 95, 300' RIGHT-OF-WAY (STATE ROAD NO 9, SECTION 79002)

SJRWMD CONSERVATION EASEMENT SEE NOTE 14

1.00' NON-VEHICULAR ACCESS EASEMENT N04°49'49"E (NR)

TRACT 1B–3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
28607.3.9S.F.
6.567Ac.

TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, (50.00' PRIVATE ROAD)
310659 S.F.
7.13 AC.

MATCHLINE SHEET 7
MATCHLINE SHEET 6

MATCHLINE SHEET 7
MATCHLINE SHEET 9

PREPARED BY:
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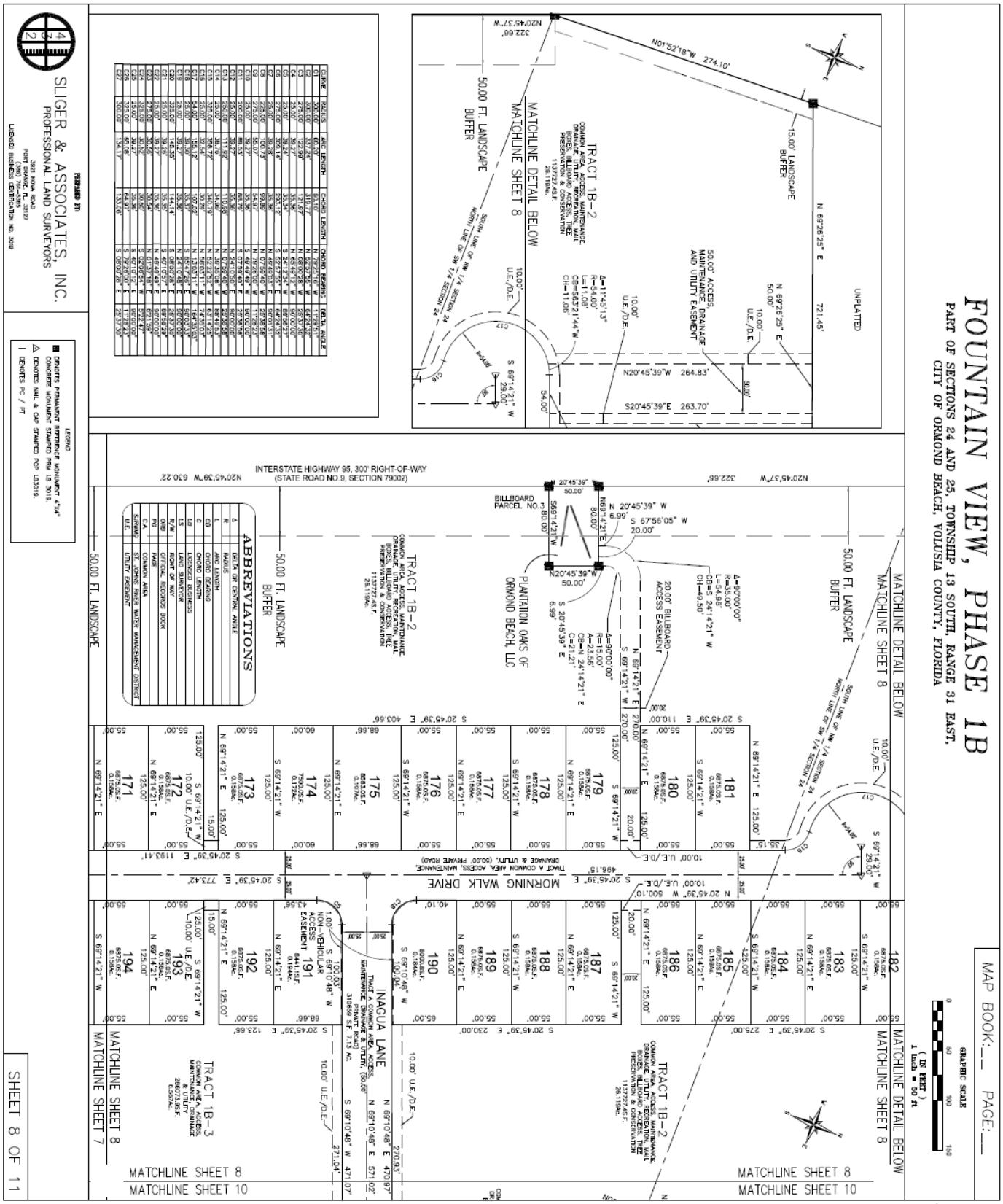
GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft


FOUNTAIN VIEW, PHASE 1B
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 767-1925
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES NAIL & CAP STAMPED PCP LB3019.
DENOTES PC / PT
ABBREVIATIONS
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
LS LAND SURVEYOR
R/W RIGHT OF WAY
ORB OFFICIAL RECORDS BOOK
PSE PHASE
C/A COMMON AREA
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E. UTILITY EASEMENT
TRACT 1B-2
TRACT 1B-3
INAGUA LANE
MORNING WALK DRIVE
MATCHLINE DETAIL BELOW
MATCHLINE SHEET 8
MATCHLINE SHEET 7
MATCHLINE SHEET 10
50.00 FT. LANDSCAPE BUFFER
15.00' LANDSCAPE BUFFER
INTERSTATE HIGHWAY 95, 300' RIGHT-OF-WAY
(STATE ROAD NO.9, SECTION 79002)
BILLBOARD PARCEL NO.3
PLANTATION OAKS OF ORMOND BEACH, LLC
20.00' BILLBOARD ACCESS EASEMENT
UNPLATTED
SHEET 8 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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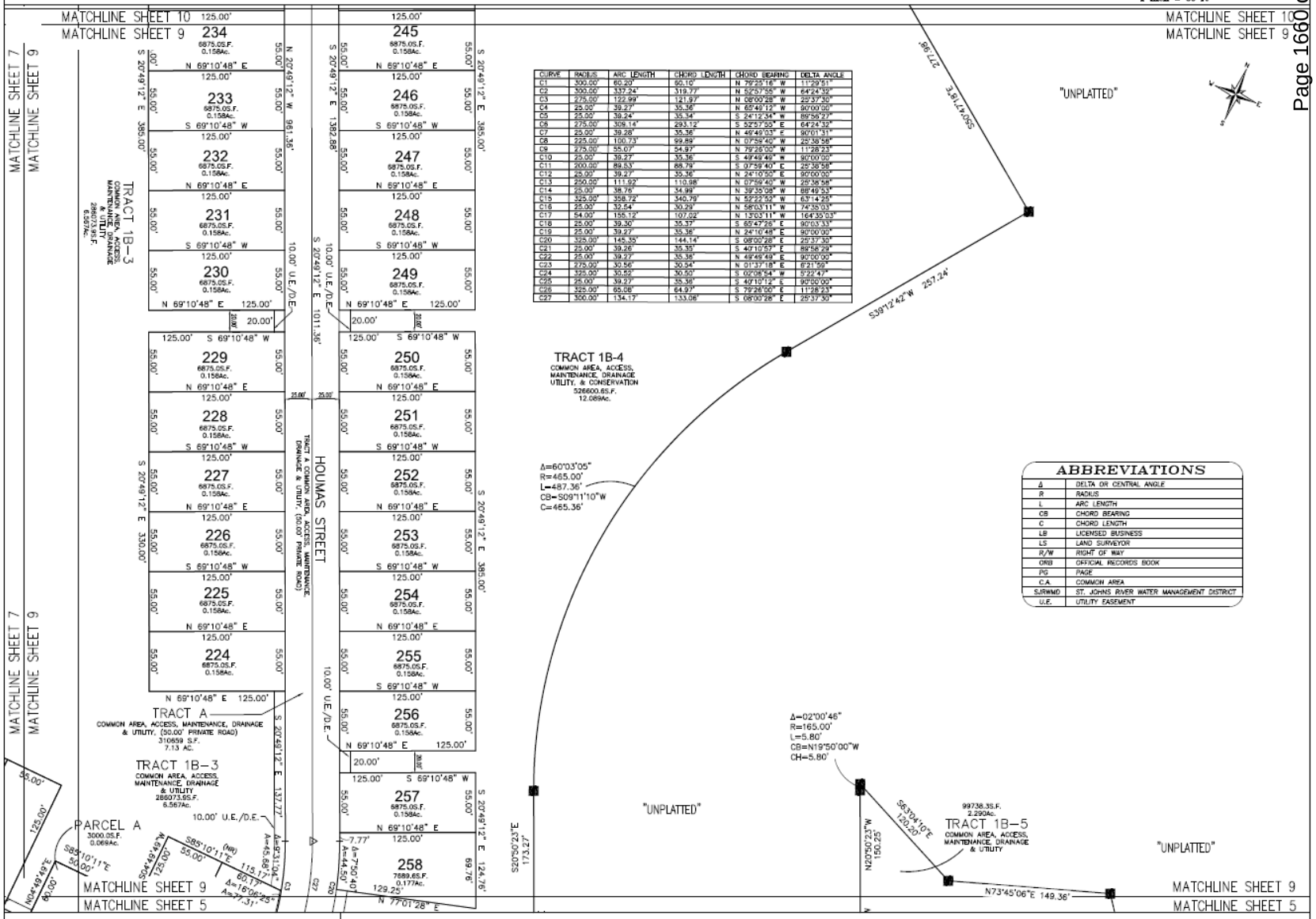

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C2	300.00'	337.24'	319.77'	N 52°57'55" W	64°24'52"
C3	275.00'	122.99'	121.97'	N 08°00'28" W	25°37'30"
C4	25.00'	39.27'	35.36'	N 65°49'12" W	90°00'00"
C5	25.00'	39.24'	35.34'	S 24°12'34" W	89°56'27"
C6	275.00'	309.14'	293.12'	S 52°57'55" E	64°24'32"
C7	25.00'	39.28'	35.36'	N 49°49'03" E	90°01'11"
C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
C10	25.00'	39.27'	35.36'	S 49°49'49" W	90°00'00"
C11	300.00'	89.53'	89.79'	S 07°59'40" E	25°38'58"
C12	25.00'	39.27'	35.36'	N 24°10'50" E	90°00'00"
C13	250.00'	111.92'	110.98'	N 07°59'40" W	25°38'58"
C14	25.00'	38.76'	34.99'	N 39°35'08" W	88°49'53"
C15	325.00'	358.72'	340.79'	N 52°22'52" W	63°14'25"
C16	25.00'	32.54'	30.29'	N 58°03'11" W	74°35'03"
C17	54.00'	155.12'	107.02'	N 13°03'11" W	164°35'03"
C18	25.00'	39.30'	35.37'	S 85°47'26" E	90°03'33"
C19	25.00'	39.27'	35.36'	N 24°10'48" E	90°00'00"
C20	325.00'	145.35'	144.14'	S 08°00'28" E	25°37'30"
C21	25.00'	39.26'	35.35'	S 40°10'57" E	89°58'29"
C22	25.00'	39.27'	35.36'	N 49°49'49" E	90°00'00"
C23	275.00'	30.56'	30.54'	N 01°37'18" E	6°21'50"
C24	325.00'	30.52'	30.50'	S 02°08'54" W	5°22'47"
C25	25.00'	39.27'	35.36'	S 40°10'12" E	90°00'00"
C26	325.00'	65.08'	64.97'	S 79°26'00" E	11°28'23"
C27	300.00'	134.17'	133.06'	S 08°00'28" E	25°37'30"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
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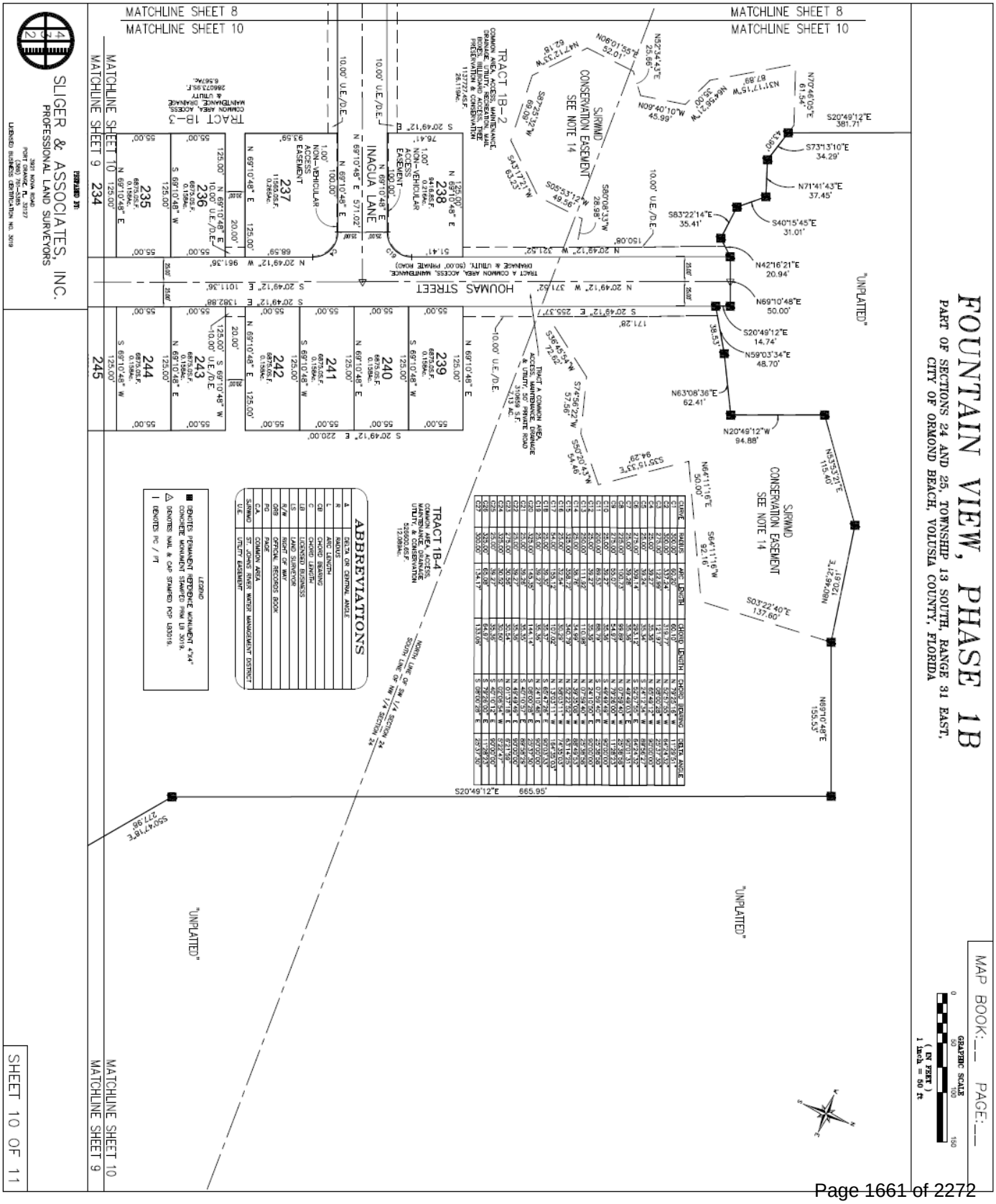
FOUNTAIN VIEW, PHASE 1B
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SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
MATCHLINE SHEET 8
MATCHLINE SHEET 10
MATCHLINE SHEET 9
MATCHLINE SHEET 10
INAGUA LANE
HOUMAS STREET
TRACT 1B-2
TRACT 1B-3
TRACT 1B-4
SJRWMD CONSERVATION EASEMENT SEE NOTE 14
"UNPLATTED"
ABBREVIATIONS
LEGEND
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SHEET 10 OF 11

EXHIBIT "A"
Page 11 of 11

FOUNTAIN VIEW, PHASE 1B

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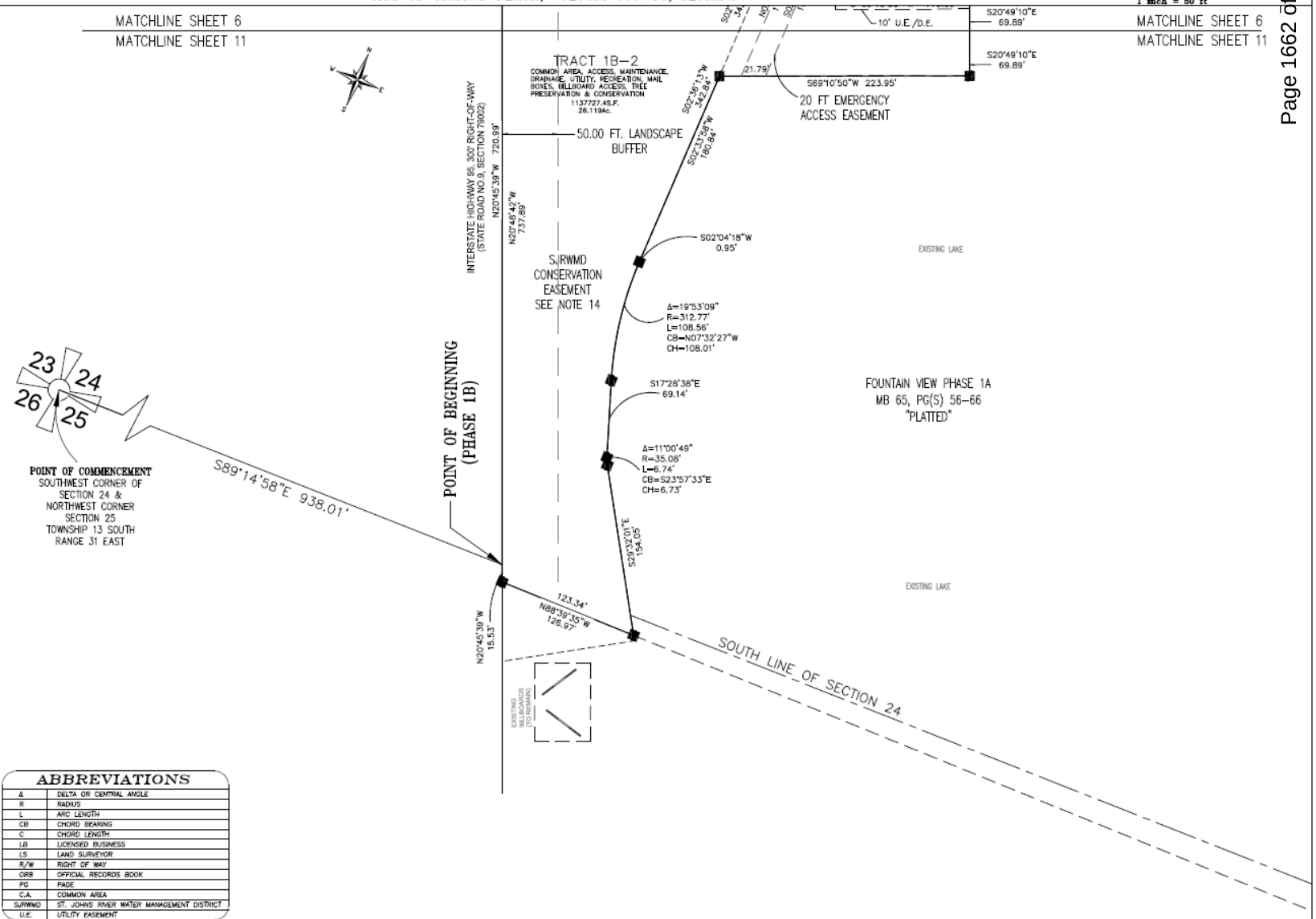

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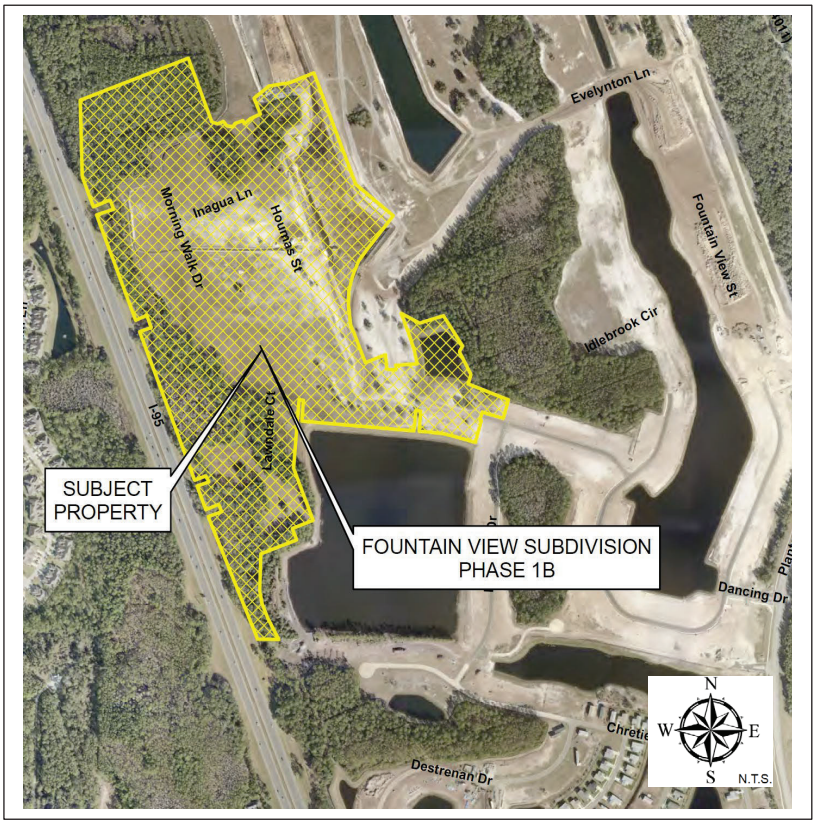
SHEET 11 OF 11

PLANNING BOARD
STAFF REPORT
Fountain View, Phase 1B, Final Plat
Project Number: PZ 2024-010

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATES:	May 21, 2024 (first reading), June 4, 2024 (second reading)
APPLICANT:	Plantation Oaks of Ormond Beach, LLC
LOCATION:	1700 Plantation Oaks Boulevard, Phase 1 of the Plantation Oaks Planned Residential Development
REQUEST:	Final plat approval for 137 single-family lots on 63.22 acres within the Plantation Oaks Planned Residential Development.
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 from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 137-lot single-family subdivision on approximately 63.22 acres. The Fountain View, Phase 1B subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A “Legal Description”. • Amend Exhibit B “typical 65x110 lot irrigation plan”

August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	Resolution #2012-24 Amendment • Exhibit C "Signage" adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot-tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or a 9-foot column, with a maximum copy area of 12 square feet.
Action/Approval date	**Description**

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	Amendments to Resolution #2002-199 and Resolution #2012-24
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original annexation legal description owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course in Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert the former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS: The City Attorney's Office determined that the Planning Board should review the final plats before action by the City Commission. A pending Land Development Code amendment requires the 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. The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent Land Uses and Zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
South	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential" (SLDR)	PRD, Planned Residential Development
West	Interstate 95	NA	NA

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks PRD Development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: (Resolution 2021-100). 2. Final plat: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.

Phase	Unit/Phase	Type	Lots	Status
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: (Resolution 2024-29). 2. Final plat: Current application, April 11, 2024 Planning Board. 3. Infrastructure construction completed.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: April 2, 2024 City Commission meeting.
1	D (Fountain View, Phase 1D)	Single-Family	103	Under application with Planning Board review on April 11, 2024
1	E (Fountain View, Phase 1E)	Single-Family	110	Under application with Planning Board review on April 11, 2024
1	F (Fountain View, Phase 1F)	Single-Family	97	Under application with Planning Board review on April 11, 2024
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction underway.
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Infrastructure construction underway.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). 2. Infrastructure construction underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat: (Resolution 2023-155). 2. Infrastructure construction underway.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat: (Resolution 2023-156). 2. Pre-construction meeting on 3/27/2024.

Key aspects of the Fountain View, Phase 1B subdivision, include:

1. The subject property is part of phase 1 of the Plantation Oaks subdivision and must be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are at least 55' wide and 100’ deep. The plat shows typical lot dimensions of 55’ and 65’ by 125’.
4. Access is provided through Fountain View, Phase 1A and the subdivision connects with future phases 1C and 1D.
5. A public lift station for sewer services is proposed.
6. There are several lakes within or abutting the subdivision.
7. The project includes dog walks, cabanas, and pickleball courts.
8. The project abuts Interstate 95.
9. The subdivision setbacks/standards are:
   A. Front = 20 feet
   B. Rear = 20 feet
   C. Waterfront = 20 feet
   D. Side = 7.5 feet
   E. Side corner = 15 feet
   F. Height = 35 feet
   G. Maximum building coverage = 60%
   H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant’s engineer designs engineered 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 to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon

by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, 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 to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

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 latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 4, and the proposed final plat is consistent with the zoning approval.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with 2024-29; 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 is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowner's Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

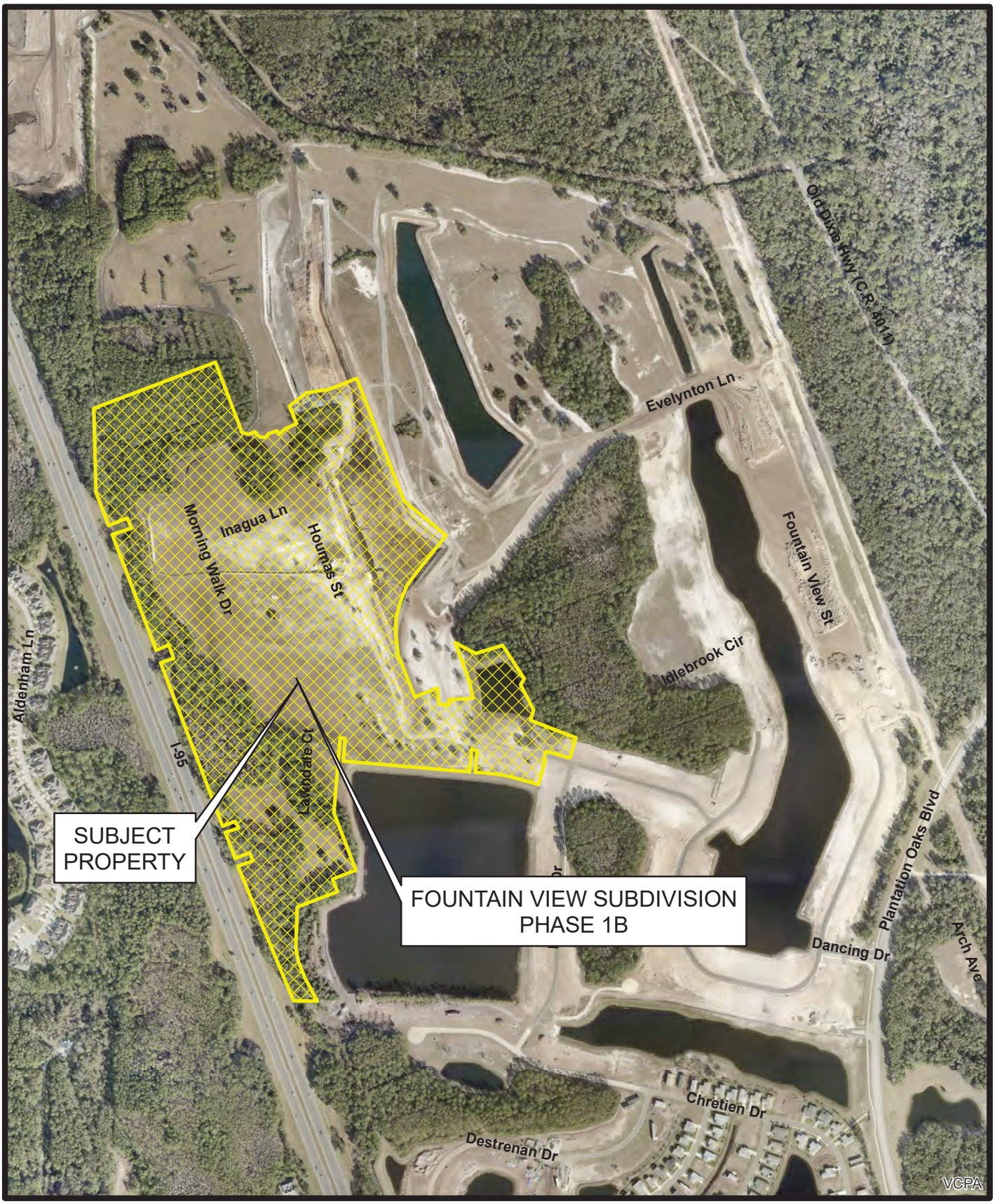
It is recommended that the Planning Board **APPROVE** the final plat for Fountain View, Phase 1B, which consists of 137 single-family lots on 63.22 acres. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning.

Attachments:

Attachment 1: Project maps and Plantation Oaks subdivision map
Attachment 2: Preliminary plat, Resolution 2024-29
Attachment 3: Final plat
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Project Maps



AERIAL MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1B

Prepared By: The City of Ormond Beach
G.I.S. Department - December 15, 2023

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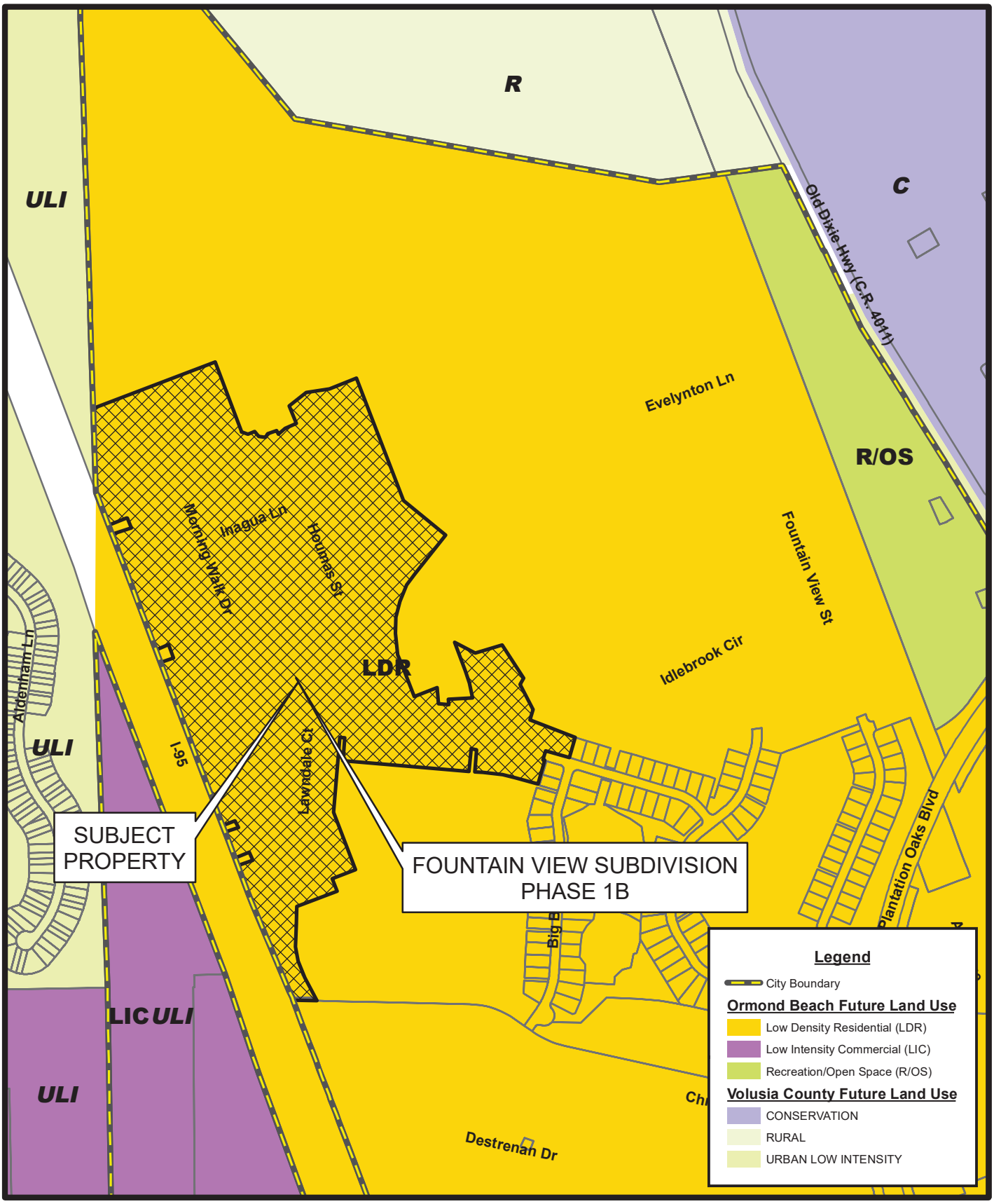

FUTURE LAND USE MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1B

Prepared By: The City of Ormond Beach
G.I.S. Department - December 15, 2023

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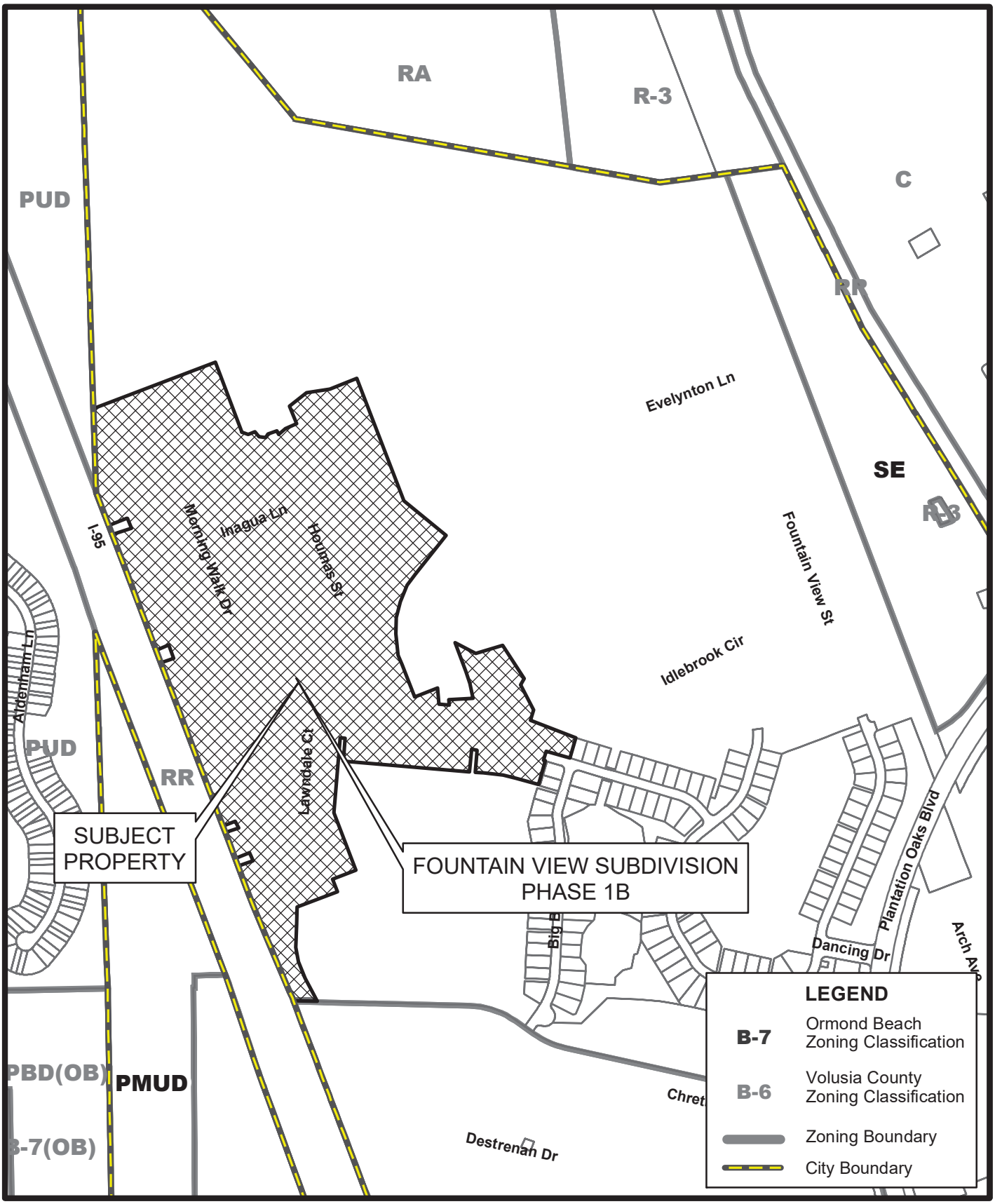

ZONING MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1B

Prepared By: The City of Ormond Beach
G.I.S. Department - December 15, 2023

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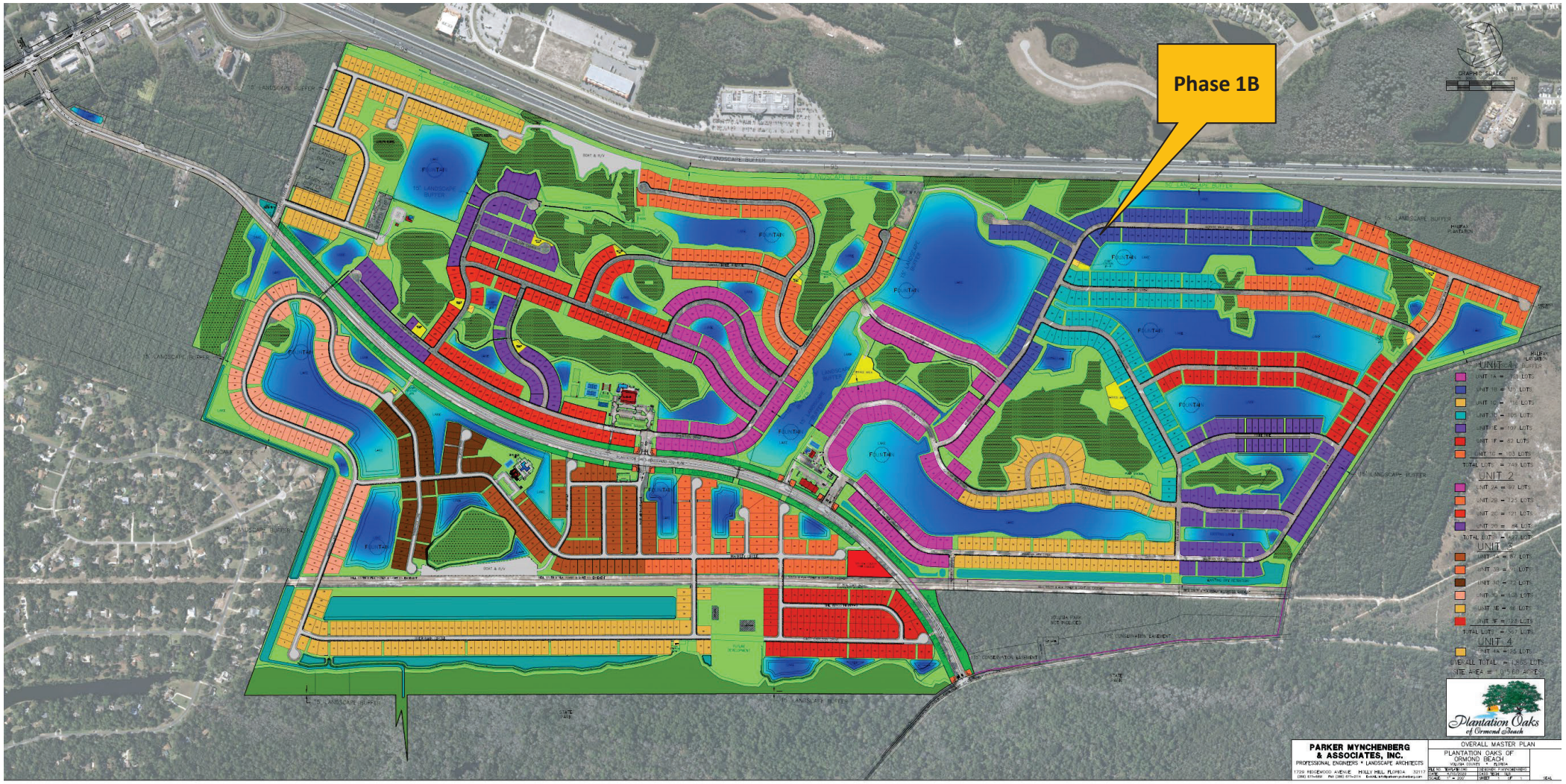
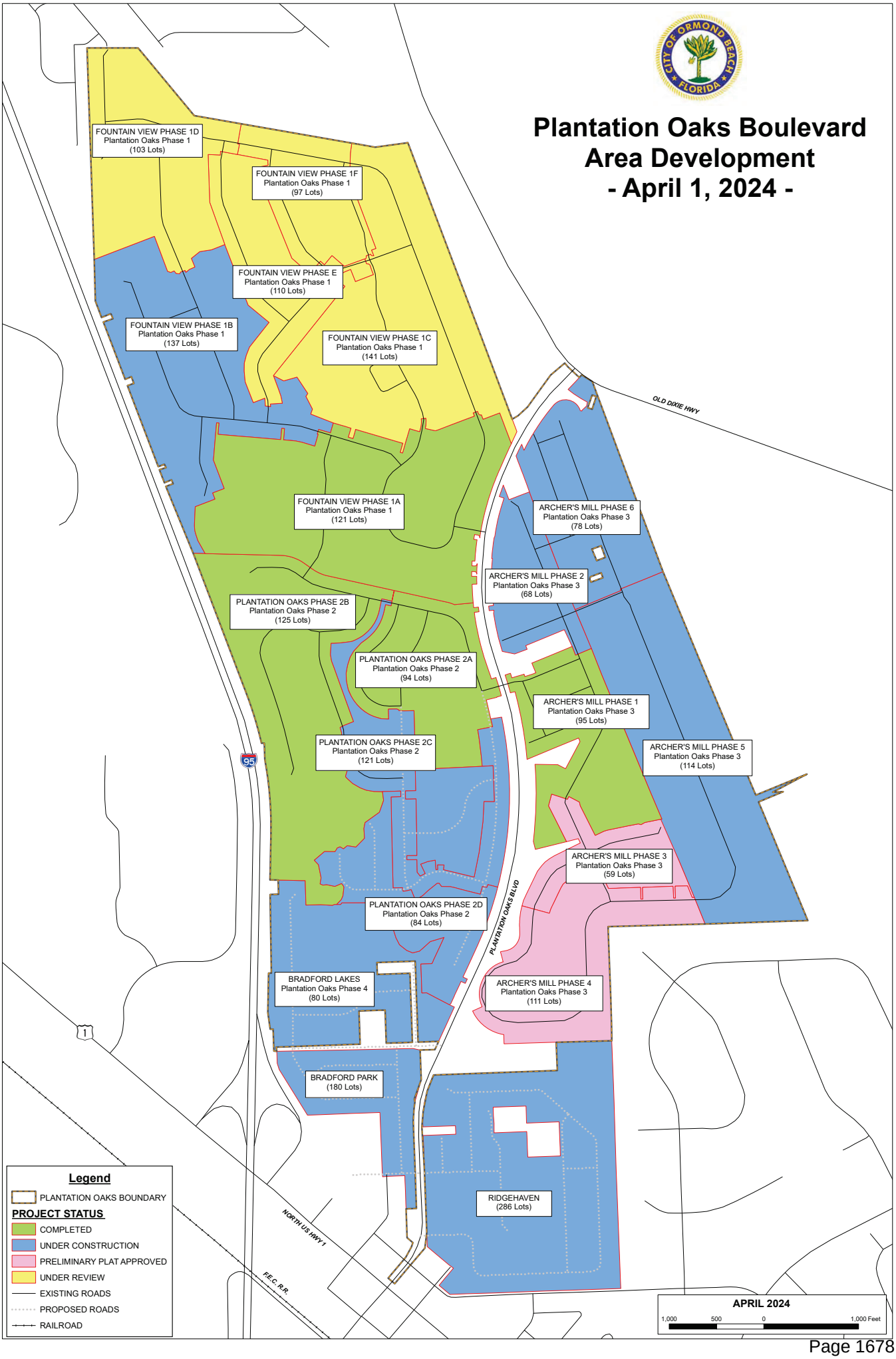
Plantation Oaks Planned Residential Development Overall Map




Plantation Oaks Boulevard
Area Development
- April 1, 2024 -
FOUNTAIN VIEW PHASE 1D
Plantation Oaks Phase 1
(103 Lots)
FOUNTAIN VIEW PHASE 1F
Plantation Oaks Phase 1
(97 Lots)
FOUNTAIN VIEW PHASE E
Plantation Oaks Phase 1
(110 Lots)
FOUNTAIN VIEW PHASE 1B
Plantation Oaks Phase 1
(137 Lots)
FOUNTAIN VIEW PHASE 1C
Plantation Oaks Phase 1
(141 Lots)
FOUNTAIN VIEW PHASE 1A
Plantation Oaks Phase 1
(121 Lots)
PLANTATION OAKS PHASE 2B
Plantation Oaks Phase 2
(125 Lots)
PLANTATION OAKS PHASE 2A
Plantation Oaks Phase 2
(94 Lots)
PLANTATION OAKS PHASE 2C
Plantation Oaks Phase 2
(121 Lots)
PLANTATION OAKS PHASE 2D
Plantation Oaks Phase 2
(84 Lots)
BRADFORD LAKES
Plantation Oaks Phase 4
(80 Lots)
BRADFORD PARK
(180 Lots)
RIDGEHAVEN
(286 Lots)
ARCHER'S MILL PHASE 6
Plantation Oaks Phase 3
(78 Lots)
ARCHER'S MILL PHASE 2
Plantation Oaks Phase 3
(68 Lots)
ARCHER'S MILL PHASE 1
Plantation Oaks Phase 3
(95 Lots)
ARCHER'S MILL PHASE 5
Plantation Oaks Phase 3
(114 Lots)
ARCHER'S MILL PHASE 3
Plantation Oaks Phase 3
(59 Lots)
ARCHER'S MILL PHASE 4
Plantation Oaks Phase 3
(111 Lots)
OLD DIXIE HWY
PLANTATION OAKS BLVD
NORTH US HWY 1
F.E.C. R.R.
95
1
Legend
PLANTATION OAKS BOUNDARY
PROJECT STATUS
COMPLETED
UNDER CONSTRUCTION
PRELIMINARY PLAT APPROVED
UNDER REVIEW
EXISTING ROADS
PROPOSED ROADS
RAILROAD
APRIL 2024
1,000 500 0 1,000 Feet

ATTACHMENT 2

Preliminary Plat, Resolution 2024-29

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "FOUNTAIN VIEW, PHASE 1B", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Property Owner") has submitted the preliminary plat for the "Fountain View, Phase 1B" subdivision, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for "Fountain View, Phase 1B" is shown within Phase 1 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 137-lot preliminary plat for the "Fountain View, Phase 1B" 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 approved by Ordinance Nos. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **February 20, 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 "Fountain View, Phase 1B" subdivision.

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

APPROVED AND AUTHENTICATED, this 20th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2024\02-20-24\24-29 FOUNTAIN VIEW, PHASE 1B (P24-0012G).DOCX\

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

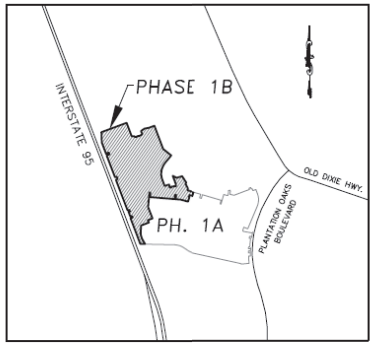
A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 720.99 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 60.00 FEET TO THE EASTERLY LINE OF THE BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 140.00 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE 40.00 FEET TO THE EASTERLY LINE OF PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 885.79 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 70.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 630.22 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 80.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'37"W ALONG SAID EASTERLY RIGHT OF WAY LINE 322.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET; THENCE DEPARTING SAID WEST LINE N69°26'25"E, ALONG THE SOUTHERLY LINE WITH PLANTATION OAKS OF ORMOND BEACH, LLC ORB 6150, PAGE 1708, A DISTANCE OF 721.45 FEET; THENCE S20°49'12"E, 381.71 FEET; THENCE S73°13'10"E, 34.29 FEET; THENCE N71°41'43"E, 37.45 FEET; THENCE S40°15'45"E, 31.01 FEET; THENCE S83°22'14"E, 35.41 FEET; THENCE N42°16'21"E, 20.94 FEET; THENCE N69°10'48"E, 50.00 FEET; THENCE S20°49'12"E, 14.74 FEET; THENCE N59°03'34"E, 48.70 FEET; THENCE N63°08'36"E, 62.41 FEET; THENCE N20°49'12"W, 94.88 FEET; THENCE N53°53'21"E, 115.40 FEET; THENCE N80°46'21"E, 120.61 FEET; THENCE N69°10'48"E, 155.53 FEET; THENCE S20°49'12"E, 665.95 FEET; THENCE S50°47'18"E, 277.98 FEET; THENCE S39°12'42"W, 257.24 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF S09°11'10"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE S20°50'23"E, 173.27 FEET; THENCE N72°21'10"E, 124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF S09°36'16"E, AND A CHORD DISTANCE OF 76.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S85°10'11"E, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF N02°47'22"W, AND A CHORD DISTANCE OF 25.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°00'15"E, 124.99 FEET; THENCE N09°33'46"W, 71.66 FEET; THENCE N18°12'45"W, 67.25 FEET; THENCE N20°50'23"W, 150.25 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF N19°50'00"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S63°04'10"E, 120.20 FEET; THENCE N73°45'06"E, 149.36 FEET; THENCE S34°04'14"E, 203.80 FEET; THENCE S34°40'35"W, 36.22 FEET; THENCE S26°34'56"E, 146.46 FEET; THENCE S16°16'40"W, 50.96 FEET; THENCE S73°41'48"E, 220.08 FEET; THENCE S16°18'05"W, 110.00 FEET; THENCE N73°41'48"W, 130.00 FEET; THENCE S16°18'12"W, 50.00 FEET; THENCE S73°41'48"E, 10.75 FEET; THENCE S16°18'12"W, 130.00 FEET; THENCE N73°41'48"W, 150.00 FEET; THENCE N77°38'47"W, 58.68 FEET; THENCE N85°10'11"W, 129.18 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE N85°10'11"W, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 25.00 FEET; THENCE S04°49'49"W, 394.35 FEET; THENCE S20°49'10"E, 322.58 FEET; THENCE S69°10'50"W, 130.94 FEET; THENCE S20°49'10"E, 69.89 FEET; THENCE S69°10'50"W, 223.95 FEET; THENCE S02°33'58"W, 180.84 FEET; THENCE S02°04'18"W, 0.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF S07°32'27"E, AND A CHORD DISTANCE OF 108.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE S17°28'38"E, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF S23°57'33"E, AND A CHORD DISTANCE OF 6.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE S29°32'01"E TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965, A DISTANCE OF 154.05 FEET; THENCE N88°39'35"W ALONG SAID NORTHERLY LINE 126.97 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.53 FEET TO THE POINT OF BEGINNING.

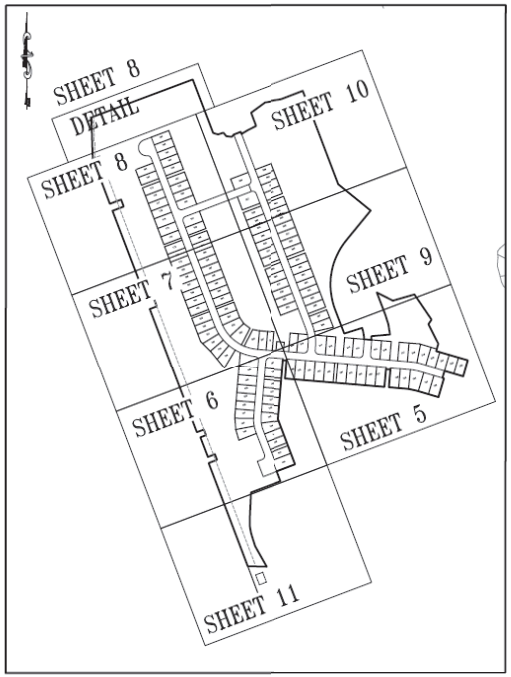
HAVING AN AREA OF 3,393,821.05 SQUARE FEET, 77.911 ACRES

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3-4.....KEY SHEETS
SHEET 5 TO 11.... DETAIL SHEETS



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1B", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT A SHOWN HEREON AS LAWNDALE COURT, EVELYTON LANE, MORNING WALK DRIVE, HOUMAS STREET, INAGUA LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY DEDICATED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (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 1B-1, 1B-2, 1B-3, 1B-5, 1B-7, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES.

TRACT 1B-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAILBOXES, BILLBOARD ACCESS, TREE PRESERVATION, AND CONSERVATION.

TRACT 1B-6 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, UTILITY AND CONSERVATION.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY
_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL
MY COMMISSION NUMBER_____
MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 "FOUNTAIN VIEW, PHASE 1B" 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

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 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

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

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:__ PAGE:__

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).M

4. ▲ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____–____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. TRACTS 1B–4 & 1B–6 ARE SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH LLC, RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. TRACTS 1B–2 AND 1B–4 ARE SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

16. TRACT A PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

TOTAL PHASE 1B SITE AREA = 77.91 ACRES
TOTAL L.F. OF ROADS PH. 1B = 6012.49 L.F.

LOTS 122–258	23.46 ACRES
PARCEL A LIFT STATION	0.06 ACRE
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	7.13 ACRES
TRACT 1B–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.06 ACRE
TRACT 1B–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	26.11 ACRE
TRACT 1B–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.56 ACRE
TRACT 1B–4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAIL BOXES, BILLBOARD ACCESS, TREE PRESERVATION & CONSERVATION	12.08 ACRES
TRACT 1B–5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.29 ACRES
TRACT 1B–6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION	0.05 ACRES
TRACT 1B–7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY	0.06 ACRES

TOTAL NUMBER OF LOTS = 137 LOTS
TOTAL NUMBER OF TRACTS =8
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
MORNING WALK DRIVE	2906.46 L.F.
INAGUA LANE	571.02 L.F.
HOUMAS STREET	1590.77 L.F.
LAWNDALE COURT	794.24 L.F.
EVELYNTON LANE	150.00 L.F.

SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER – NO ACCESS	15.00 FT.
ACCESSORY SETBACKS:	
SIDE YARD	7.5 FT.
SIDE YARD CORNER NO ACCESS	15.00 FT.
REAR YARD SETBACK	5.00 FT.
FRONT YARD	20.00 FT.

PREPARED BY:
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FOUNTAIN VIEW, PHASE 1B

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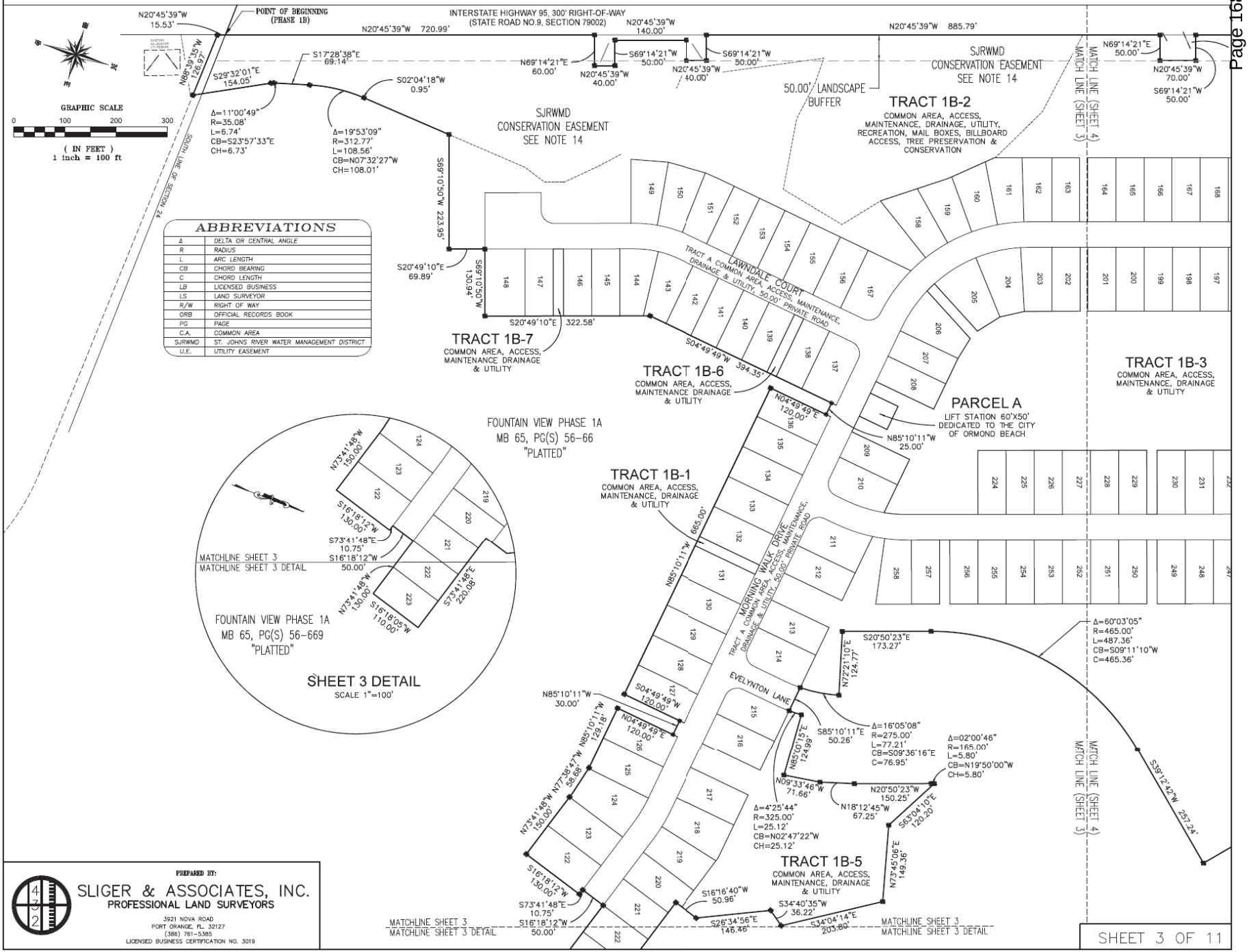

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LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
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SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
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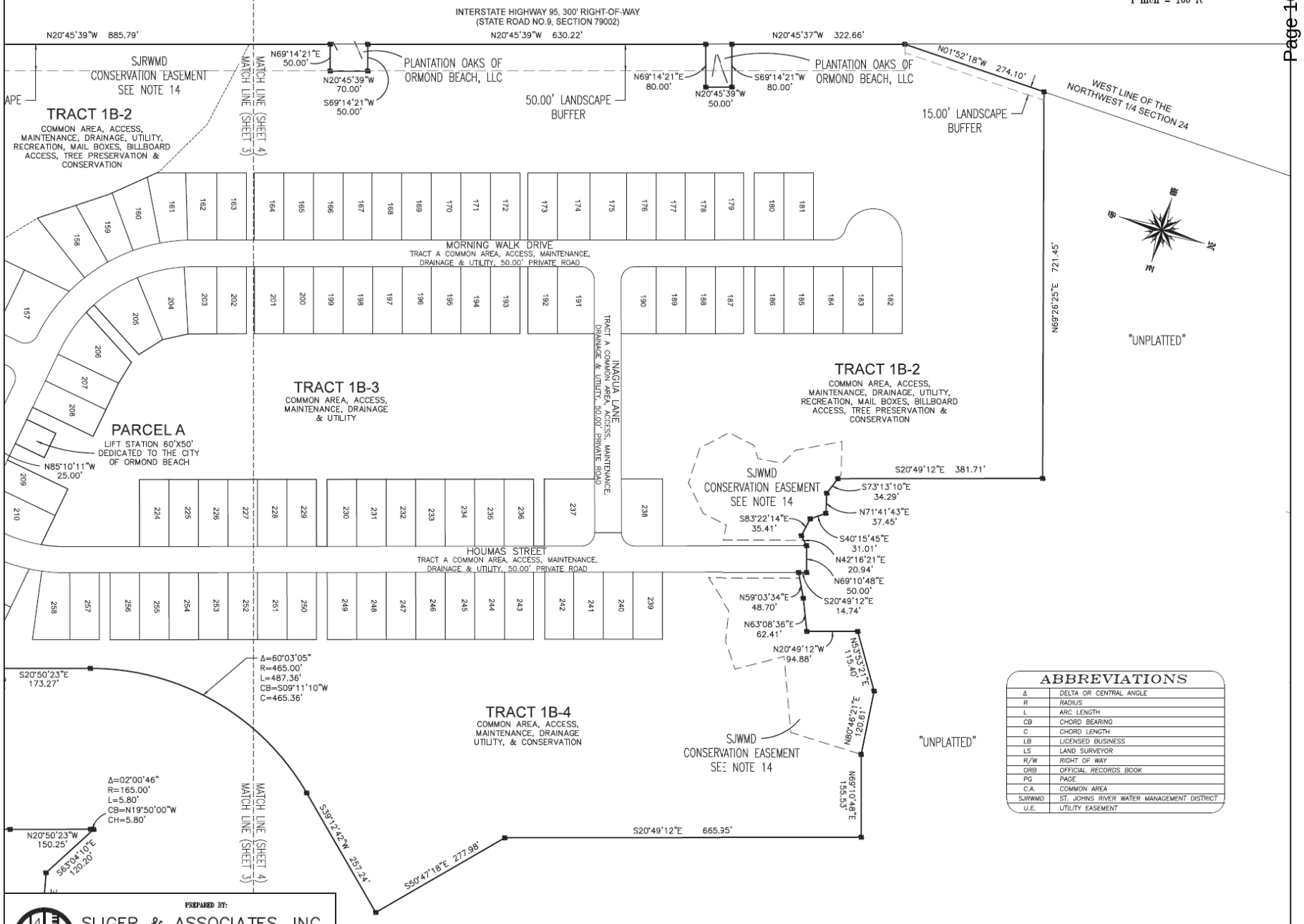

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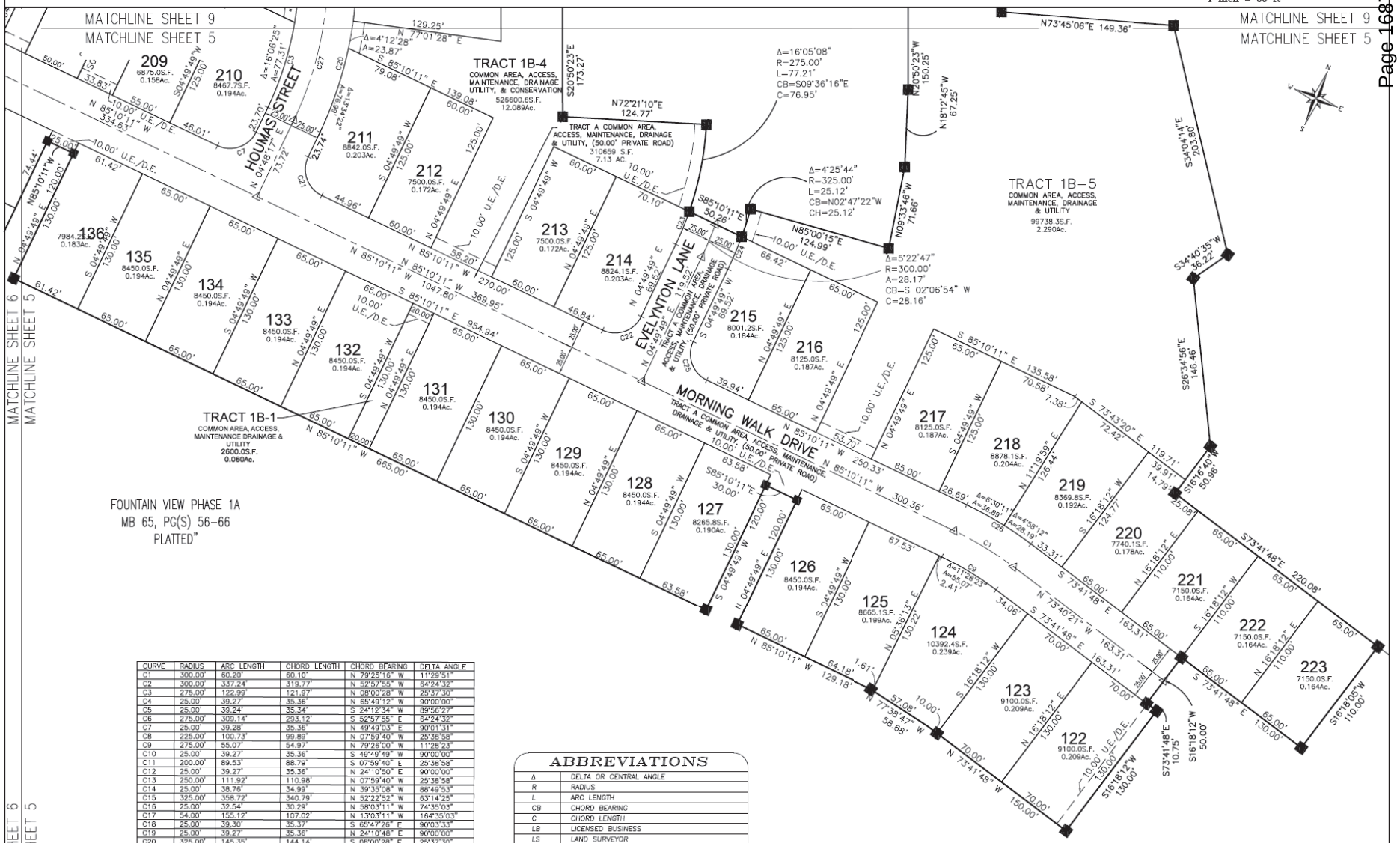

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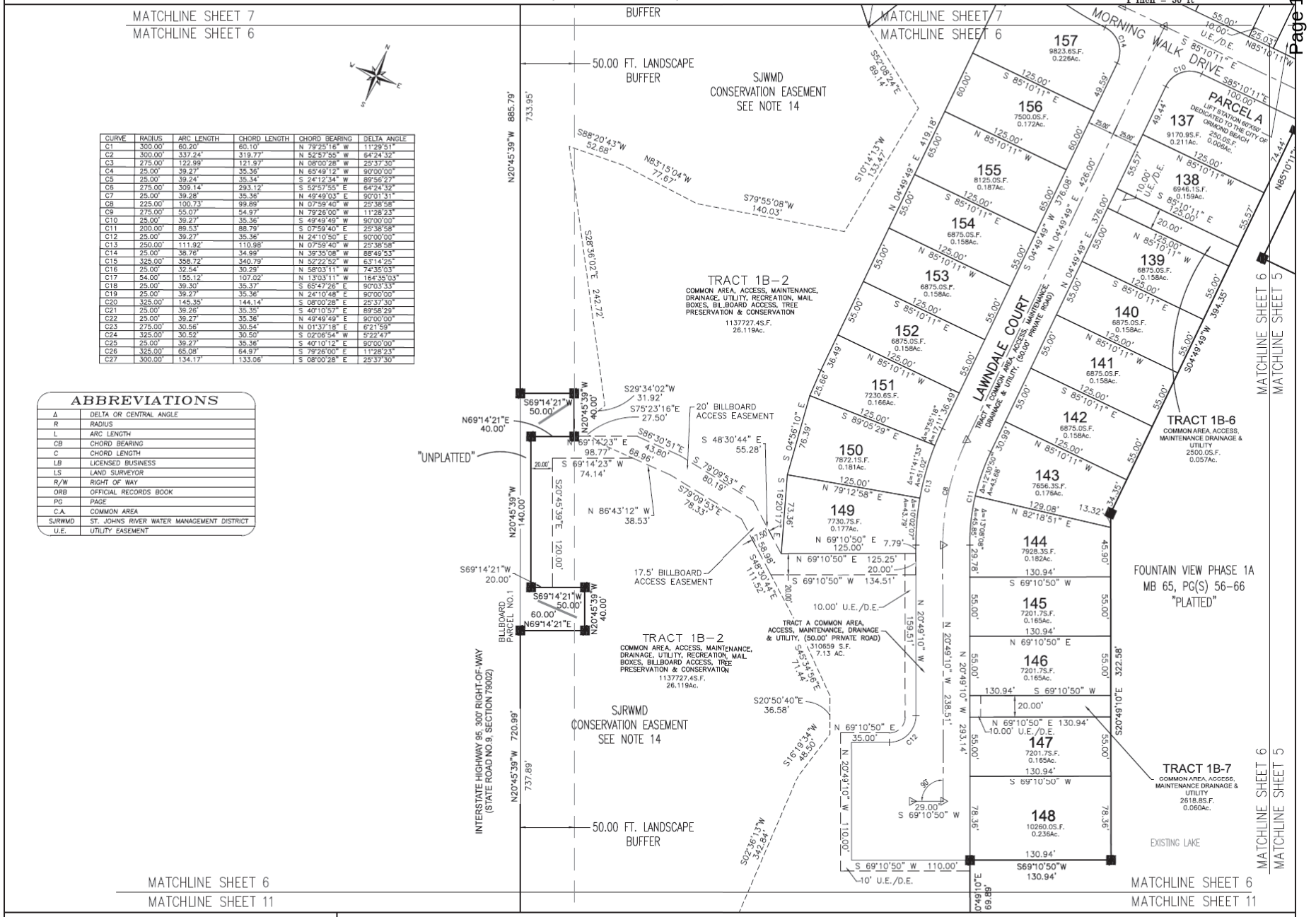

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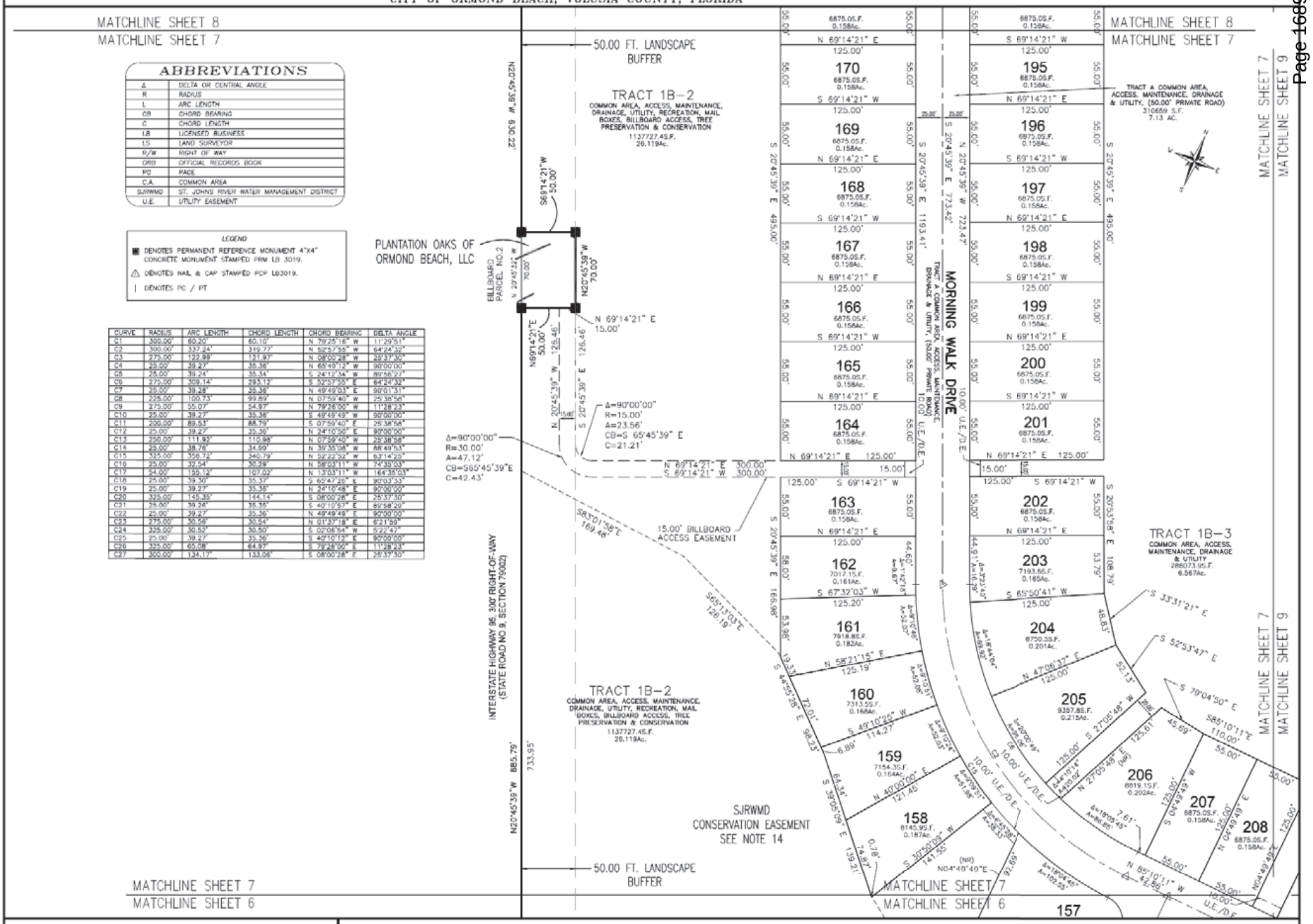

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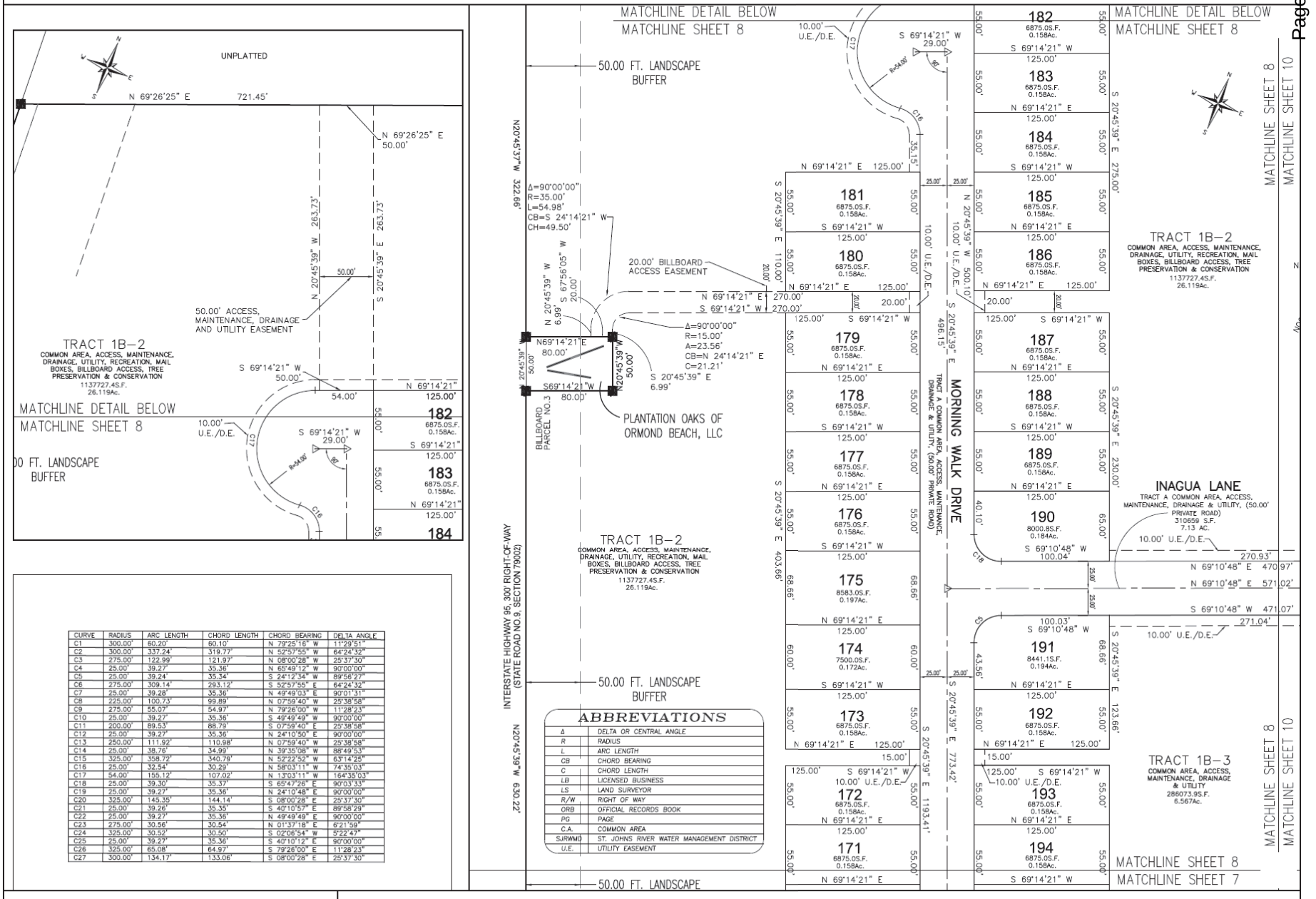

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C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
C10	25.00'	39.27'	35.36'	S 49°49'49" W	90°00'00"
C11	200.00'	89.53'	88.79'	S 07°59'40" E	25°38'58"
C12	25.00'	39.27'	35.36'	N 24°10'50" E	90°00'00"
C13	250.00'	111.92'	110.98'	N 07°59'40" W	25°38'58"
C14	25.00'	38.76'	34.99'	N 39°35'08" W	88°49'53"
C15	325.00'	358.72'	340.79'	N 52°22'52" W	63°14'25"
C16	25.00'	32.54'	30.29'	N 58°03'11" W	74°35'03"
C17	54.00'	155.12'	107.02'	N 13°03'11" W	164°35'03"
C18	25.00'	39.30'	35.37'	S 65°47'26" E	90°03'33"
C19	25.00'	39.27'	35.36'	N 24°10'48" E	90°00'00"
C20	325.00'	145.35'	144.14'	S 08°00'28" E	25°37'30"
C21	25.00'	39.26'	35.35'	S 40°10'57" E	89°58'29"
C22	25.00'	39.27'	35.36'	N 49°49'49" E	90°00'00"
C23	275.00'	30.56'	30.54'	N 01°37'18" E	6°21'59"
C24	325.00'	30.52'	30.50'	S 02°06'54" W	5°22'47"
C25	25.00'	39.27'	35.36'	S 40°10'12" E	90°00'00"
C26	325.00'	65.08'	64.97'	S 79°26'00" E	11°28'23"
C27	300.00'	134.17'	133.06'	S 08°00'28" E	25°37'30"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

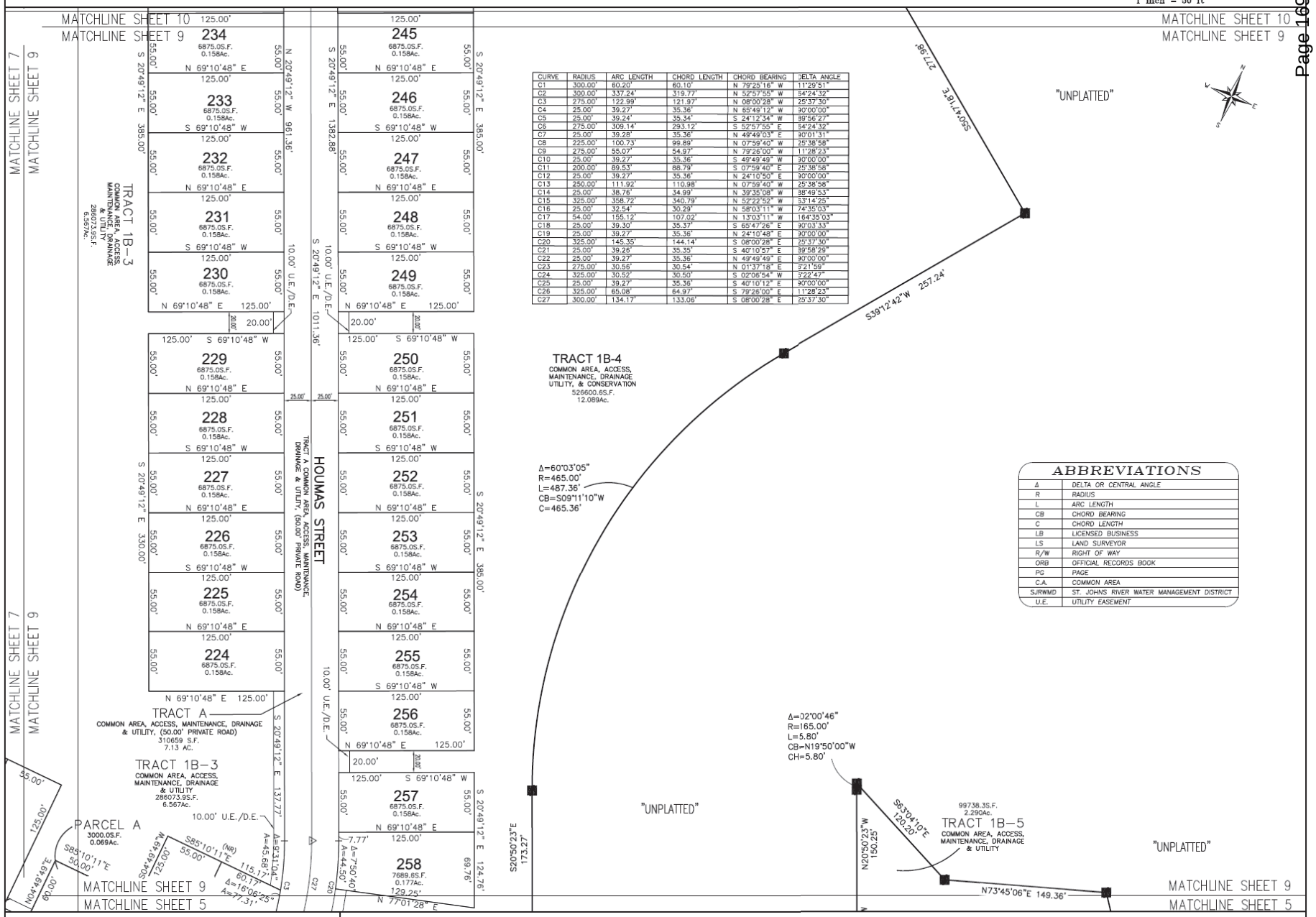
LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	60.20'	60.10'	N 79°25'16" W	11°29'51"
C2	300.00'	337.24'	319.77'	N 52°57'55" W	64°24'32"
C3	275.00'	122.99'	121.97'	N 08°00'28" W	25°37'30"
C4	25.00'	39.27'	35.36'	N 65°49'12" W	90°00'00"
C5	25.00'	39.24'	35.34'	S 24°12'34" W	89°56'27"
C6	275.00'	308.14'	293.12'	S 52°57'55" E	64°24'32"
C7	25.00'	39.28'	35.36'	N 49°49'03" E	90°01'31"
C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
C10	25.00'	39.27'	35.36'	S 49°49'49" W	90°00'00"
C11	200.00'	89.53'	88.79'	S 07°59'40" E	25°38'58"
C12	25.00'	39.27'	35.36'	N 24°10'50" E	90°00'00"
C13	250.00'	111.92'	110.98'	N 07°59'40" W	25°38'58"
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PG	PAGE
C.A.	COMMON AREA
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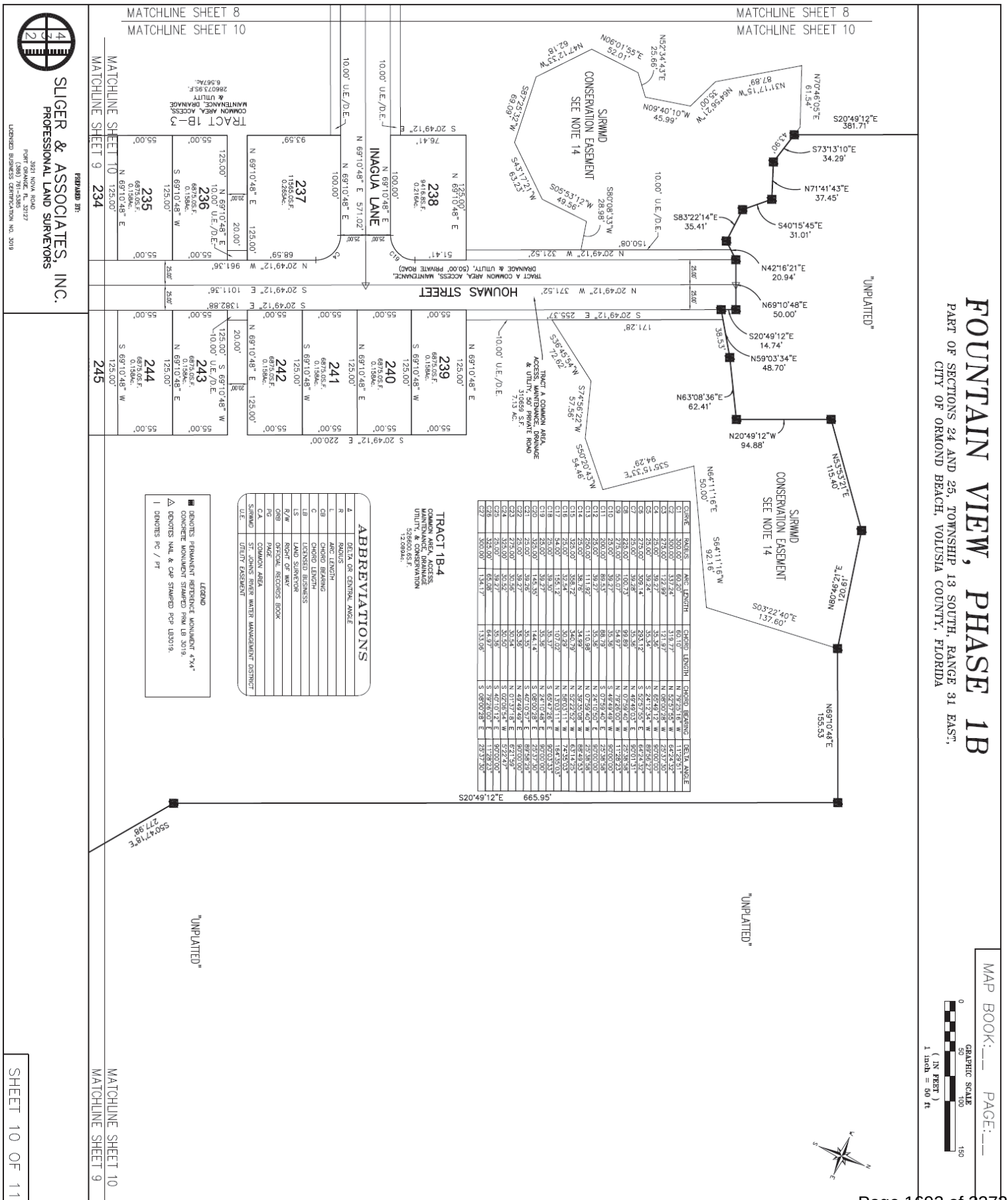
U.E.	UTILITY EASEMENT

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019


FOUNTAIN VIEW, PHASE 1B
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
1 inch = 50 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
MATCHLINE SHEET 8
MATCHLINE SHEET 10
MATCHLINE SHEET 9
MATCHLINE SHEET 10
HOUMAS STREET
INAGUA LANE
SJRWMD CONSERVATION EASEMENT SEE NOTE 14
TRACT 1B-4
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, & CONSERVATION
526600.65 S.F.
12.089Ac.
TRACT 1B-3
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY
286073.95 S.F.
6.567Ac.
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
310669 S.F.
7.13 AC.
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, (50.00' PRIVATE ROAD)
"UNPLATTED"
ABBREVIATIONS
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES NAIL & CAP STAMPED PCP LB3019.
DENOTES PC / PT
SHEET 10 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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GRAPHIC SCALE
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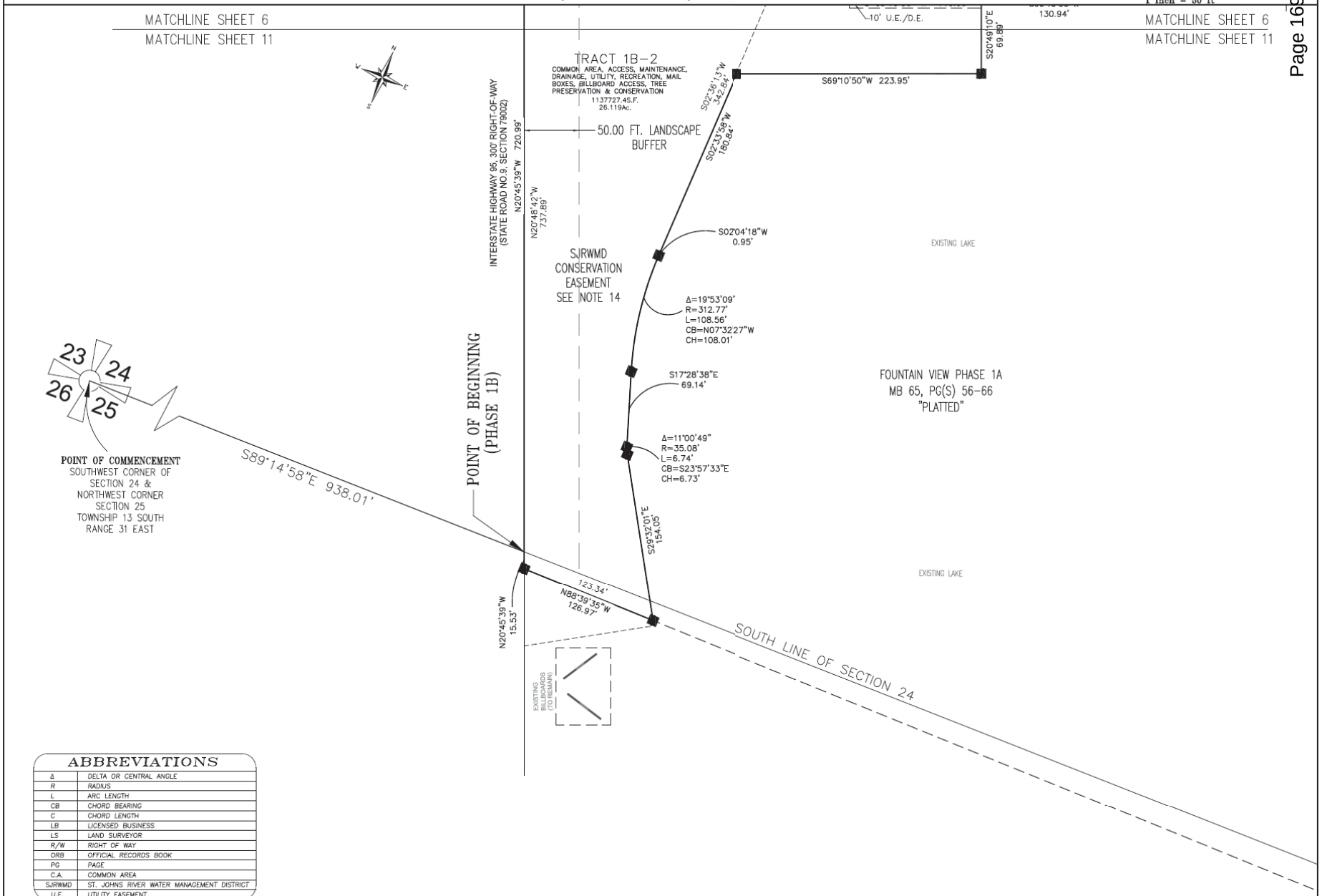

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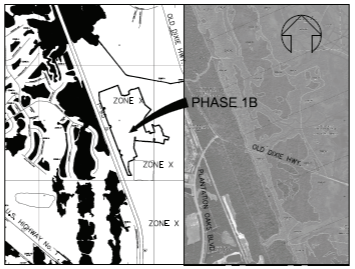
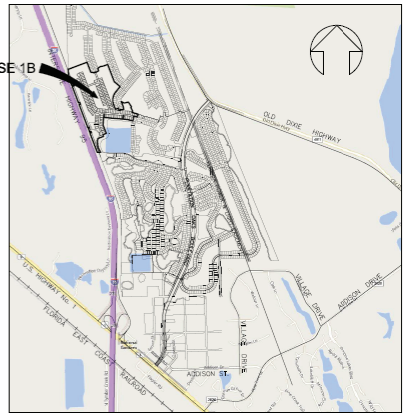
FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY/FINAL PLAT & CONSTRUCTION PLANS
PHASE 1B
ORMOND BEACH, FLORIDA

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", UNLESS OTHERWISE NOTED. 0.30% FOR 10" SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC, DR-25, 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. DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD & CONTEMPORARY LIGHTS TO BE FP&L STANDARD 200 WATT (STREET LIGHT) AND 100 WATT (CONTEMPORARY LIGHT) AND POLES AND LIGHTS PROVIDED BY FP&L.
6. ELEVATIONS REFER TO N.A.V.D. 88 DATUM.
7. MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
8. SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
9. POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
10. SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
11. ALL DISTURBED AREAS TO BE SODDED.
12. OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
13. PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
14. 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).
15. 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 6" 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 PLANS 711-001. IN ALL LOCATIONS.
16. ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY FOUNTAIN VIEW OF ORMOND BEACH HOME OWNERS ASSOCIATION INC.
17. ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
18. 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.
19. 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.
20. REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
21. ALL WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.



FLOOD MAP
F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1B IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.5	2.0%
13	Cassia fine sand, 0 to 2 percent slopes	23.9	30.6%
17	Daytona sand, 0 to 5 percent slopes	7.6	9.7%
29	Immokalee sand	28.8	37.0%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	14.1	18.1%
56	Samsula muck, frequently ponded, 0 to 1 percent slopes	2.0	2.5%
Totals for Area of Interest		77.9	100.0%

SOILS MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S3	BOUNDARY SURVEY
P1-P11	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5A	DEMOLITION/EROSION CONTROL PLANS
6-8A	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-17	PLAN & PROFILE
18-23	PAVING AND DRAINAGE DETAILS
24-25	WATER DISTRIBUTION SYSTEM DETAILS
26-27	SANITARY COLLECTION SYSTEM DETAILS
28-29	LIFT STATION DETAILS
30-31	REUSE SYSTEM WATER DETAILS
32	LANDSCAPE INFORMATION SHEET
33	OVERALL LOT LANDSCAPE PLAN
34	LANDSCAPE DETAILS
35	IRRIGATION DETAILS
36	LAKE WATER IRRIGATION PUMP

LAND USE TABULATION

TOTAL PHASE 1B SITE AREA = 77.91 ACRES
TOTAL L.F. OF PRIVATE ROADS PH. 1B = 5862.49 L.F.

LOTS 122-258	23.46 ACRES
PARCEL A LIFT STATION	0.06 ACRE
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	7.13 ACRES
TRACT 1B-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.06 ACRE
TRACT 1B-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	26.11 ACRE
TRACT 1B-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.56 ACRE
TRACT 1B-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAIL BOXES, BILLBOARD ACCESS, TREE PRESERVATION & CONSERVATION	12.08 ACRES
TRACT 1B-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.29 ACRES
TRACT 1B-6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION	0.05 ACRES
TRACT 1B-7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY	0.06 ACRES

TOTAL NUMBER OF LOTS = 137 — 137 LOTS / 63.22 ACRES = 2.16 DU/AC
MINIMUM LOT SIZE 55' X 110' = 6,050 S.F.
TYPICAL LOT SIZE 55' X 125' & 65' X 125'

SETBACKS:

FRONT	20 FEET
REAR	20 FEET
SIDE	7.5 FEET
SIDE CORNER NO ACCESS	15 FEET

ACCESSORY SETBACKS:

SIDE YARD	7.5 FEET
SIDE YARD CORNER NO ACCESS	15 FEET
REAR YARD	5 FEET
FRONT YARD	20 FEET

EXISTING ZONING: PUD

PROJECT NAME
FOUNTAIN VIEW
PHASE 1B
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 63.22 ACRES INTO 137 SINGLE FAMILY FEE SIMPLE LOTS.

OWNER/DEVELOPER
PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E-MAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR
JEFF BARNES, P.L.S. NO. 5576
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32751-7305
(407) 628-9955

PROJECT ATTORNEY
JEFF BROCK, ESQ.
SMITH, STOUT, BIGMAN & BROCK, P.A.
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-8875
EMAIL: jbrock@daytonalaw.com

NO.	DATE	DESCRIPTION	REVISIONS
1	10/24/2023	REVISED	SLB
2	10/26/2023	REVISED	SLB

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, L.A.#1553
STEVE BISSELL, P.E. #57885, L.A.#6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

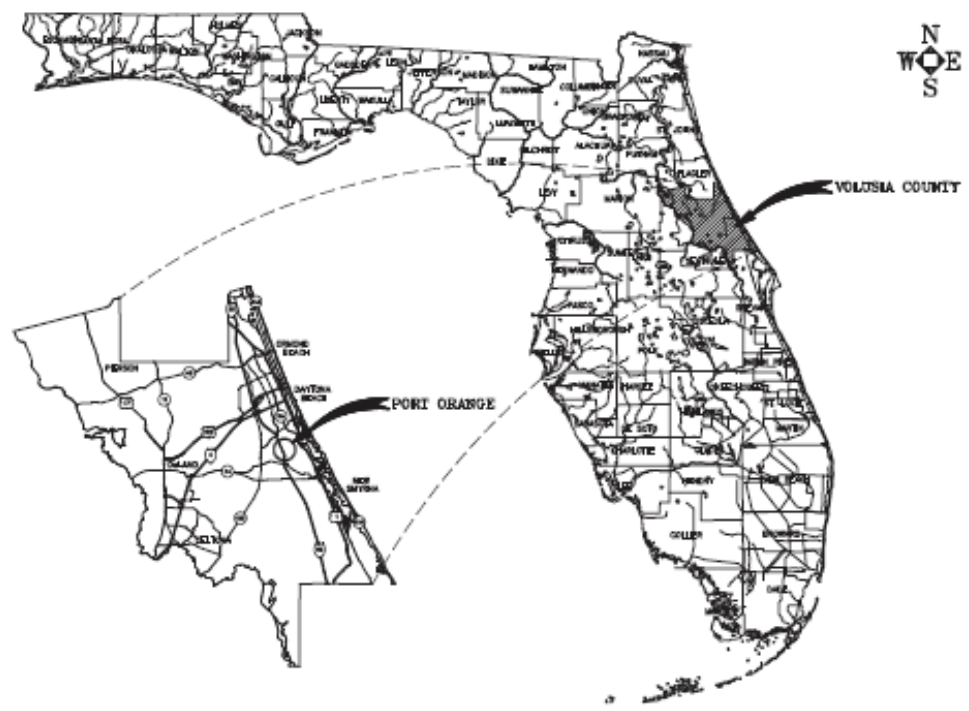
FOUNTAIN VIEW - PHASE 1B
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No. F01C CS.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.11.10 10:34:56 -05'00'

SEAL



BOUNDARY SURVEY

FOR

PLANTATION OAKS OF ORMOND BEACH, LLC

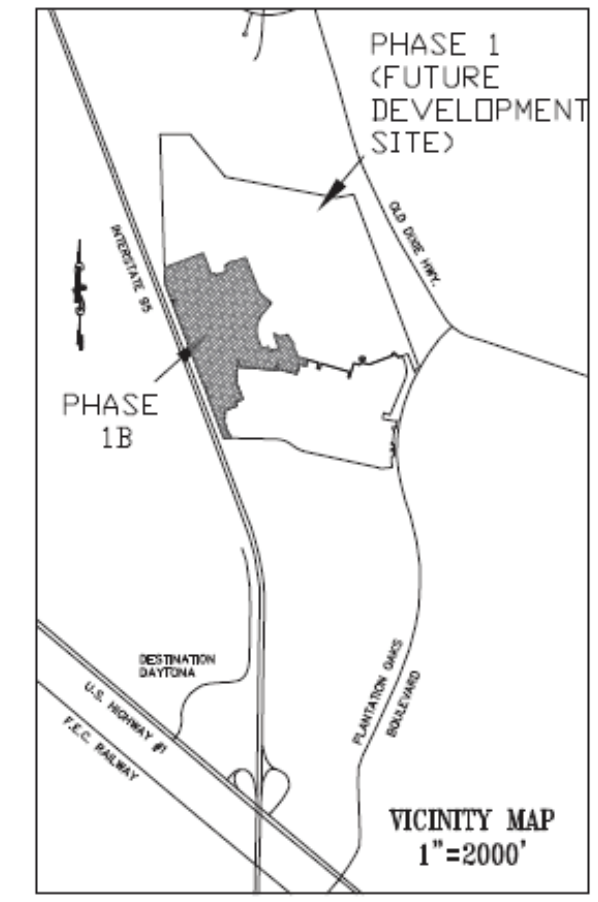
FOUNTAIN VIEW PHASE 1B

A PORTION OF

SECTION 24 & 25–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.



LEGAL DESCRIPTION:

A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 720.99 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 60.00 FEET TO THE EASTERLY LINE OF THE BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 140.00 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE 40.00 FEET TO THE EASTERLY LINE OF PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 885.79 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 70.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 630.22 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 80.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'37"W ALONG SAID EASTERLY RIGHT OF WAY LINE 322.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET; THENCE DEPARTING SAID WEST LINE N69°26'25"E, ALONG THE SOUTHERLY LINE WITH PLANTATION OAKS OF ORMOND BEACH, LLC ORB 6150, PAGE 1708, A DISTANCE OF 721.45 FEET; THENCE S20°49'12"E, 381.71 FEET; THENCE S73°13'10"E, 34.29 FEET; THENCE N71°41'43"E, 37.45 FEET; THENCE S40°15'45"E, 31.01 FEET; THENCE S83°22'14"E, 35.41 FEET; THENCE N42°16'21"E, 20.94 FEET; THENCE N69°10'48"E, 50.00 FEET; THENCE S20°49'12"E, 14.74 FEET; THENCE N59°03'34"E, 48.70 FEET; THENCE N63°08'36"E, 62.41 FEET; THENCE N20°49'12"W, 94.88 FEET; THENCE N53°53'21"E, 115.40 FEET; THENCE N80°46'21"E, 120.61 FEET; THENCE N69°10'48"E, 155.53 FEET; THENCE S20°49'12"E, 665.95 FEET; THENCE S50°47'18"E, 277.98 FEET; THENCE S39°12'42"W, 257.24 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", A CHORD BEARING OF S09°11'10"W, AND A CHORD DISTANCE OF 465.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE S20°50'23"E, 173.27 FEET; THENCE N72°21'10"E, 124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF S09°36'16"E, AND A CHORD DISTANCE OF 76.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S85°10'11"E, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF N02°47'22"W, AND A CHORD DISTANCE OF 25.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°00'15"E, 124.99 FEET; THENCE N09°33'46"W, 71.66 FEET; THENCE N18°12'45"W, 67.25 FEET; THENCE N20°50'23"W, 150.25 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", A CHORD BEARING OF N19°50'00"W, AND A CHORD DISTANCE OF 5.80 FEET;

LEGAL DESCRIPTION CONTINUED:

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S63°04'10"E, 120.20 FEET; THENCE N73°45'06"E, 149.36 FEET; THENCE S34°04'14"E, 203.80 FEET; THENCE S34°40'35"W, 36.22 FEET; THENCE S26°34'56"E, 146.46 FEET; THENCE S16°16'40"W, 50.96 FEET; THENCE S73°41'48"E, 220.08 FEET; THENCE S16°18'05"W, 110.00 FEET; THENCE N73°41'48"W, 130.00 FEET; THENCE S16°18'12"W, 50.00 FEET; THENCE S73°41'48"E, 10.75 FEET; THENCE S16°18'12"W, 130.00 FEET; THENCE N73°41'48"W, 150.00 FEET; THENCE N77°38'47"W, 58.68 FEET; THENCE N85°10'11"W, 129.18 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE N85°10'11"W, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 25.00 FEET; THENCE S04°49'49"W, 394.35 FEET; THENCE S20°49'10"E, 322.58 FEET; THENCE S69°10'50"W, 130.94 FEET; THENCE S20°49'10"E, 69.89 FEET; THENCE S69°10'50"W, 223.95 FEET; THENCE S02°33'58"W, 180.84 FEET; THENCE S02°04'18"W, 0.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF S07°32'27"E, AND A CHORD DISTANCE OF 108.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE S17°28'38"E, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF S23°57'33"E, AND A CHORD DISTANCE OF 6.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE S29°32'01"E TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963–2965, A DISTANCE OF 154.05 FEET; THENCE N88°39'35"W ALONG SAID NORTHERLY LINE 126.97 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.53 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 3,393,821.05 SQUARE FEET, 77.911 ACRES

SURVEY NOTES:

1 THIS SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A PLAT PROPERTY INFORMATION REPORT; ISSUED BY, ATTORNEY TITLE FUND SERVISES, LLC; FILE NUMBER 1449268–A1; EFFECTIVE DATE OCTOBER 9, 2023, AT 11:00 PM

2 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3 BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.

4 UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5 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. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.

6 UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7 THERE IS EARTH WORK ALONG THE PROPOSED RIGHTS OF WAY IN THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A.

8 SOME MONUMENTATION ALONG THE BOUNDARY OF THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A, HAVE NOT BEEN SET DUE TO HIGH WATER AND CONSTRUCTION.

LEGEND:

●	IRON ROD WITH CAP	⊗	GV	GAS VALVE	⊠	FOCB	FIBER OPTIC CABLE BOX	Ⓢ	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	⊗	RUV	REUSE VALE	⊠	FOCV	FIBER OPTIC CABLE VAULT	Ⓓ	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	⊗	SSV	SANITARY SEWER VALVE		ELP	ELECTRIC PANEL	Ⓖ	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	⊗	HHE	HAND HOLE (ELECTRIC)		FOCM	FIBER OPTIC CABLE MARKER	Ⓔ	EMH	ELECTRIC MANHOLE
○	NAIL & DISK	⊠	WM	WATER METER		TPM	TELEPHONE CABLE MARKER	Ⓤ	UMH	UTILITY MANHOLE
◎	FD "X"/CUT IN CONCRETE	⊠	GM	GAS METER			SIGN	◎	CO	CLEAN OUT
□	CONCRETE MONUMENT	⊠	TB	TELEPHONE BOX	☼	LP	LIGHT POLE	Ⓕ	FOC	FIBER OPTIC CABLE MANHOLE
△	DENOTES PC / PT	⊠	MB	MAIL BOX	☼	YL	YARD LIGHT	⧓	RBO	REUSE BLOWOFF ASSEMBLY
■	4"X4" CM / PRM	◪	TV	CABLE TELEVISION BOX			UTILITY POLE	▲		WETLANDS LOCATION
	SITE BENCHMARK	⊠	TSB	TRAFFIC SIGNAL BOX	→	GA	GUY ANCHOR			EXISTING CONCRETE
	FH FIRE HYDRANT	⊗	WV	WATER VALVE	⊠	EB	ELECTRIC SERVICE BOX	0.00×		EXISTING ELEVATION
—	CHANGE OF DIRECTION									

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)
2–3 DETAIL SHEETS

NOTICE:
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2023.10.26 15:07:12 -04'00'
DATE:

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

BOUNDARY SURVEY	FIELD DATE: 07–10–2023	FIELD BOOK: ####	
FOUNTAIN VIEW PHASE 1B, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S): ##–##	
	DRAWN BY: TONY JEFFREY		
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	CHECKED BY: JEFF BARNES		

PROJ.: 08–675
JOB: 23–0584
SCALE: NA
SHEET: 1 of 3

No.	Date	Revision	Approved
1			
2			
3			
4			
5			

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

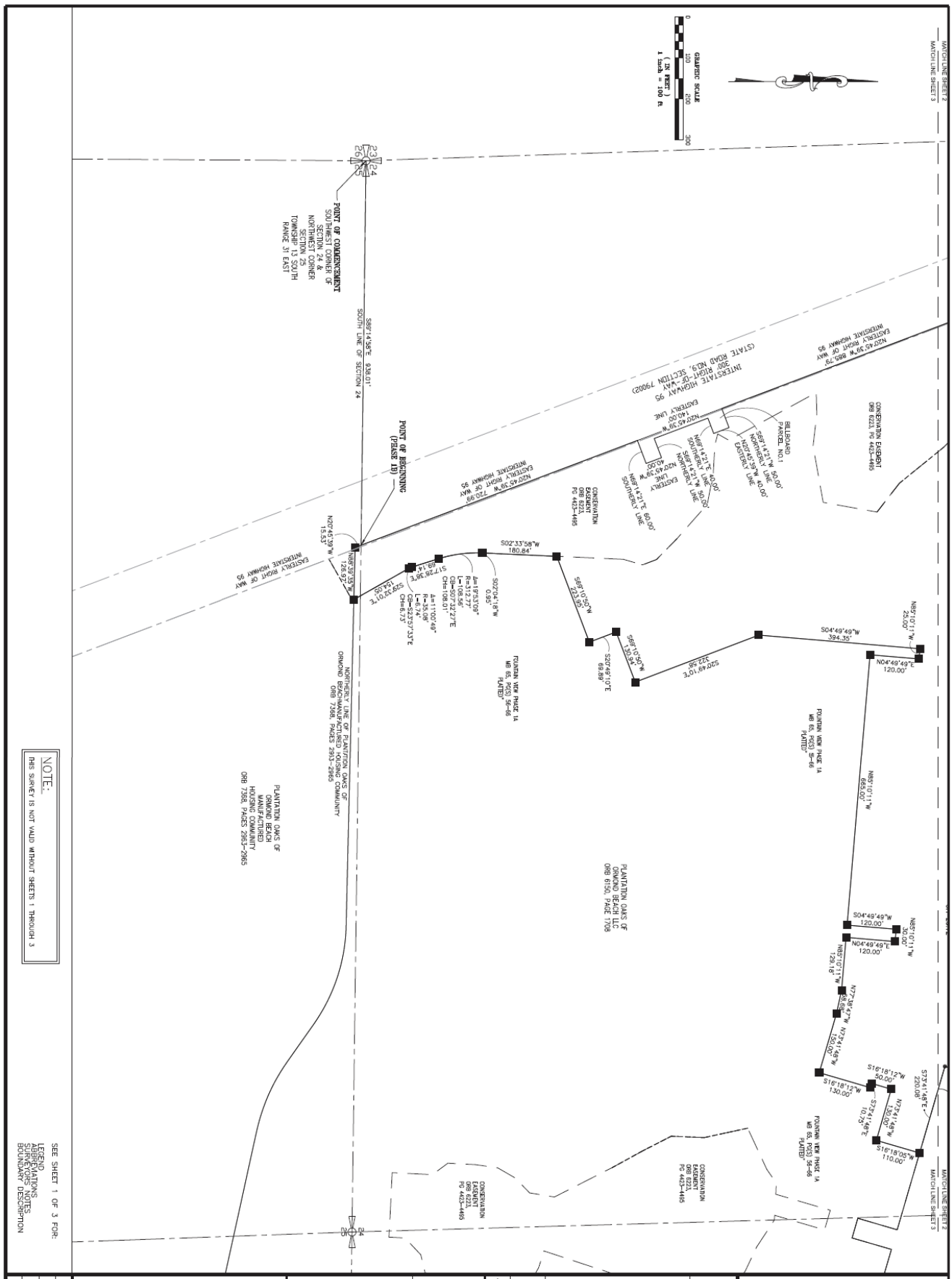


BOUNDARY SURVEY	FIELD DATE: 07-10-2023	FIELD BOOK: ####	
FOUNTAIN VIEW PHASE 1B, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S): ##-##	
	DRAWN BY: TONY JEFFREY		
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	CHECKED BY: JEFF BARNES		

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

PROJ.: 08-675
JOB: 23-0564
SCALE: 1"=100'
SHEET: 3 of 3

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1625 HICKORY BLVD.
POST OFFICE BOX 5127
PONTE VEDRA BEACH, FLORIDA 32127
(386) 761-0365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

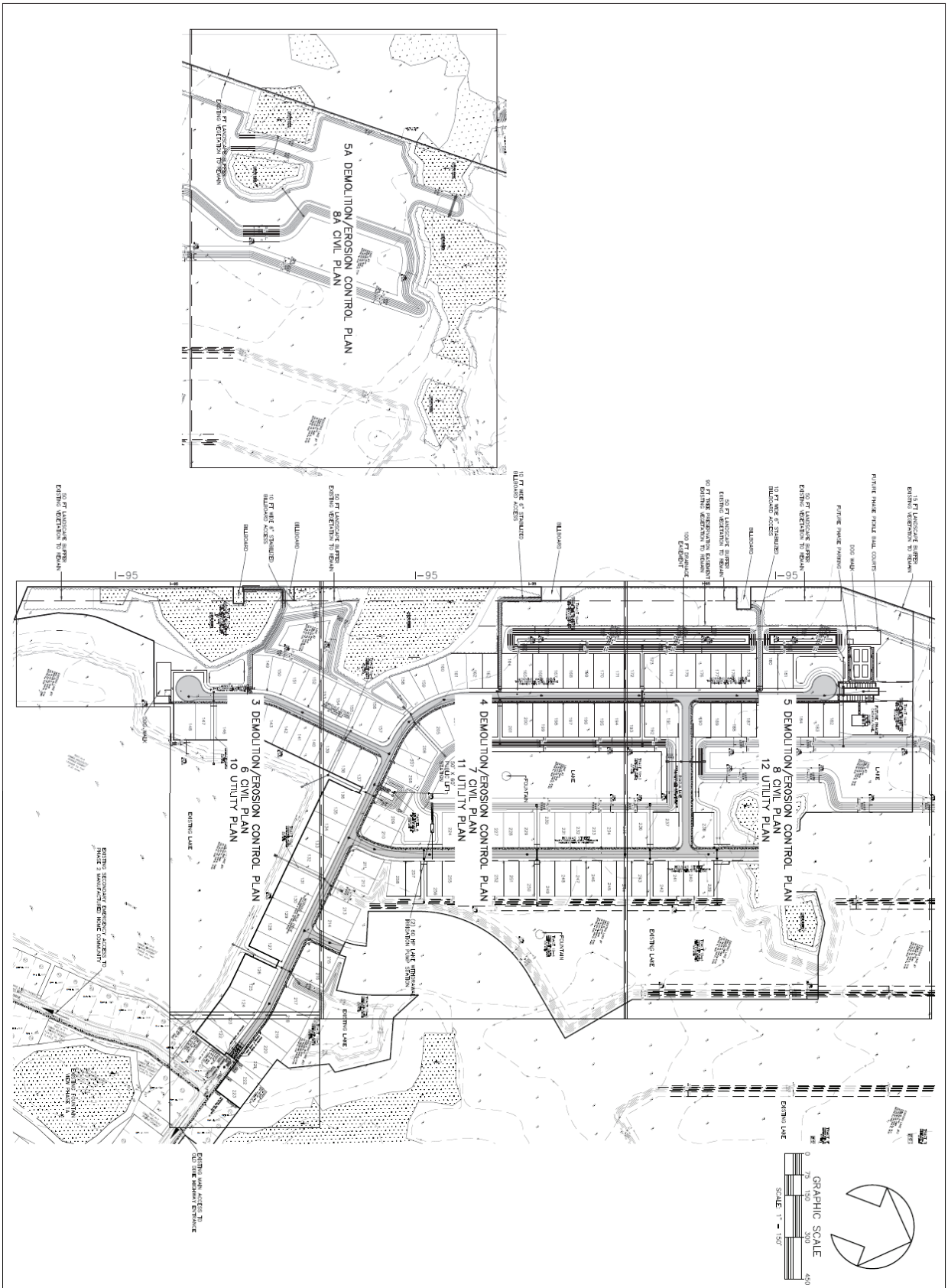


BOUNDARY SURVEY	FIELD DATE: 07-10-2023	FIELD BOOK:####	
FOUNTAIN VIEW PHASE 1B, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):##-##	
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	DRAWN BY: TONY JEFFREY		
	CHECKED BY: JEFF BARNES		

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2921 NOMA ROAD
PORT ORANGE, FL. 32127
(386) 761-0366
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

PROJ.: 08-675
JOB: 23-0584
SCALE: 1"=100'
SHEET: 3 of 3



FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA

OVERALL PLAN / KEY MAP

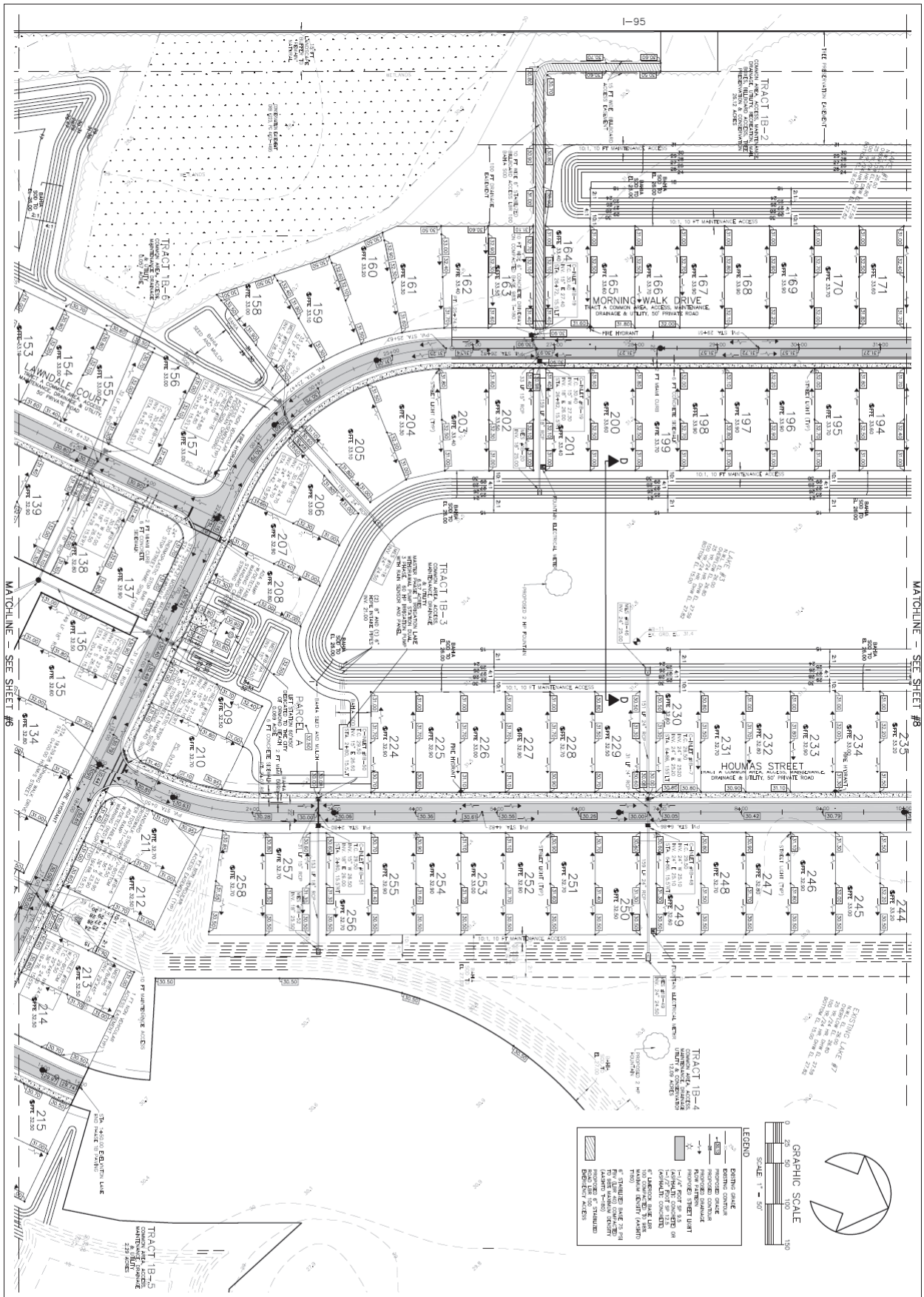
SHEET NO. 2
File No: F019 demo.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE 1" = 150'

SEAL

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. #6001553
STEVE BUSHELL P.E. #63985 R.L.A. #6667011
KEVIN A. LEE P.E. #71001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB
		REVISIONS	


I-95
LAWNDALE COURT
TRACT 1B-2
TRACT 1B-7
TRACT 1B-1
TRACT 1B-5
MATCHLINE – THIS SHEET
MATCHLINE – SEE SHEET #7
MORNING WALK DRIVE
GRAPHIC SCALE
LEGEND
FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
SHEET NO. 6
SCALE: 1" = 50'
Date: 5/1/2023
Drawn By: SLB
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION
REVISIONS



SEAL	SHEET NO. 7	FOUNTAIN VIEW – PHASE 1B ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-5891 FAX (386) 677-2114 E-MAIL info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553 STEVE BUSHELL P.E. #53985 R.L.A. #A6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910
	File No. F019-civil.dwg		
	Drawn By: SLB	CIVIL PLAN	
	Date: 5/1/2023		
	SCALE: 1" = 50'		

NO.	DATE	DESCRIPTION	BY
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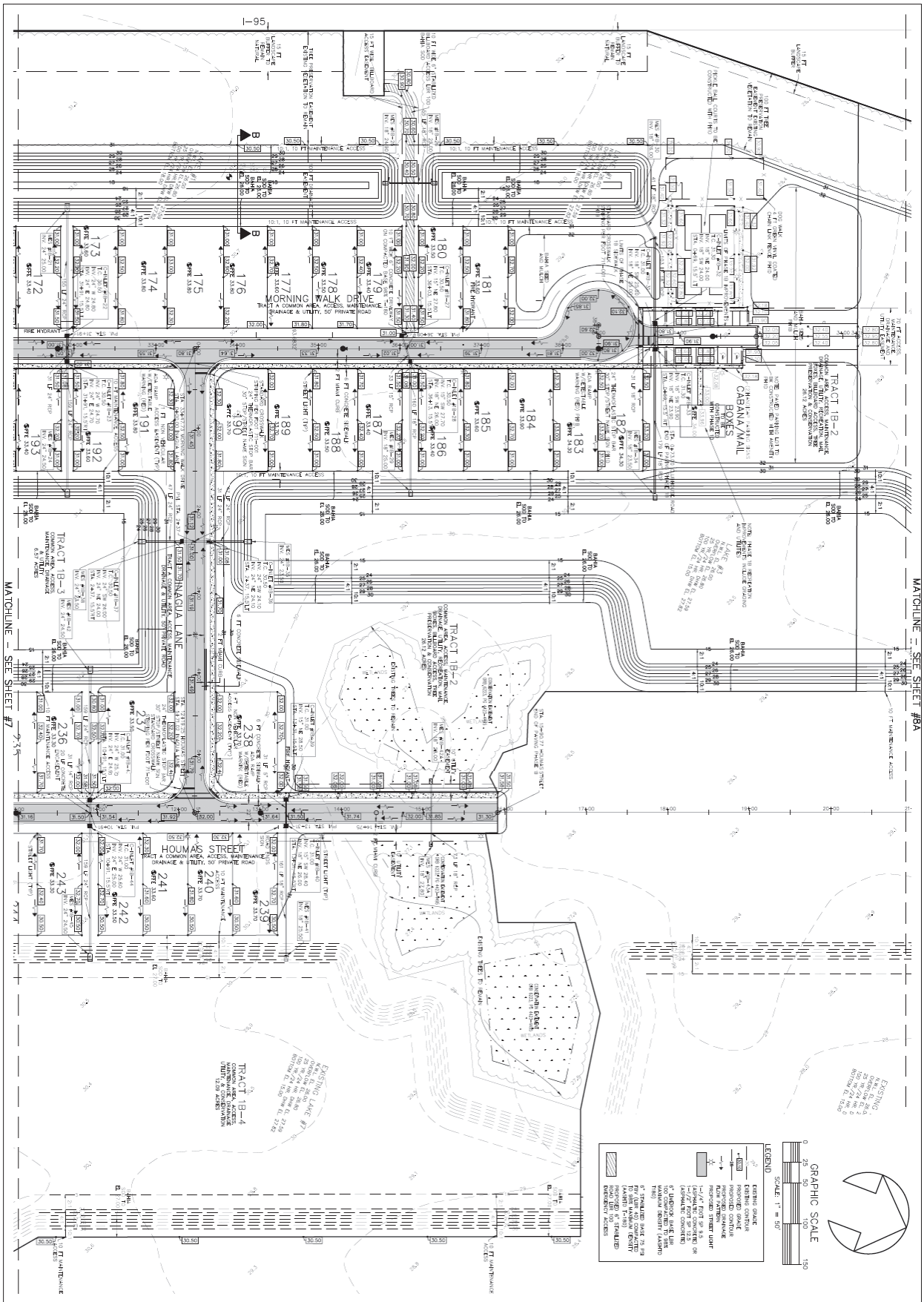
1	10/18/2023	REVISED	SLB

REVISIONS



SEAL	SHEET NO. 8	FOUNTAIN VIEW – PHASE 1B ORMOND BEACH • FLORIDA CIVIL 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 BUSHELL P.E. #33985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910
File No. F019-dvl.dwg Drawn By: SLB Date: 5/1/2023 SCALE: 1" = 50'			

NO.	DATE	DESCRIPTION	REVISIONS
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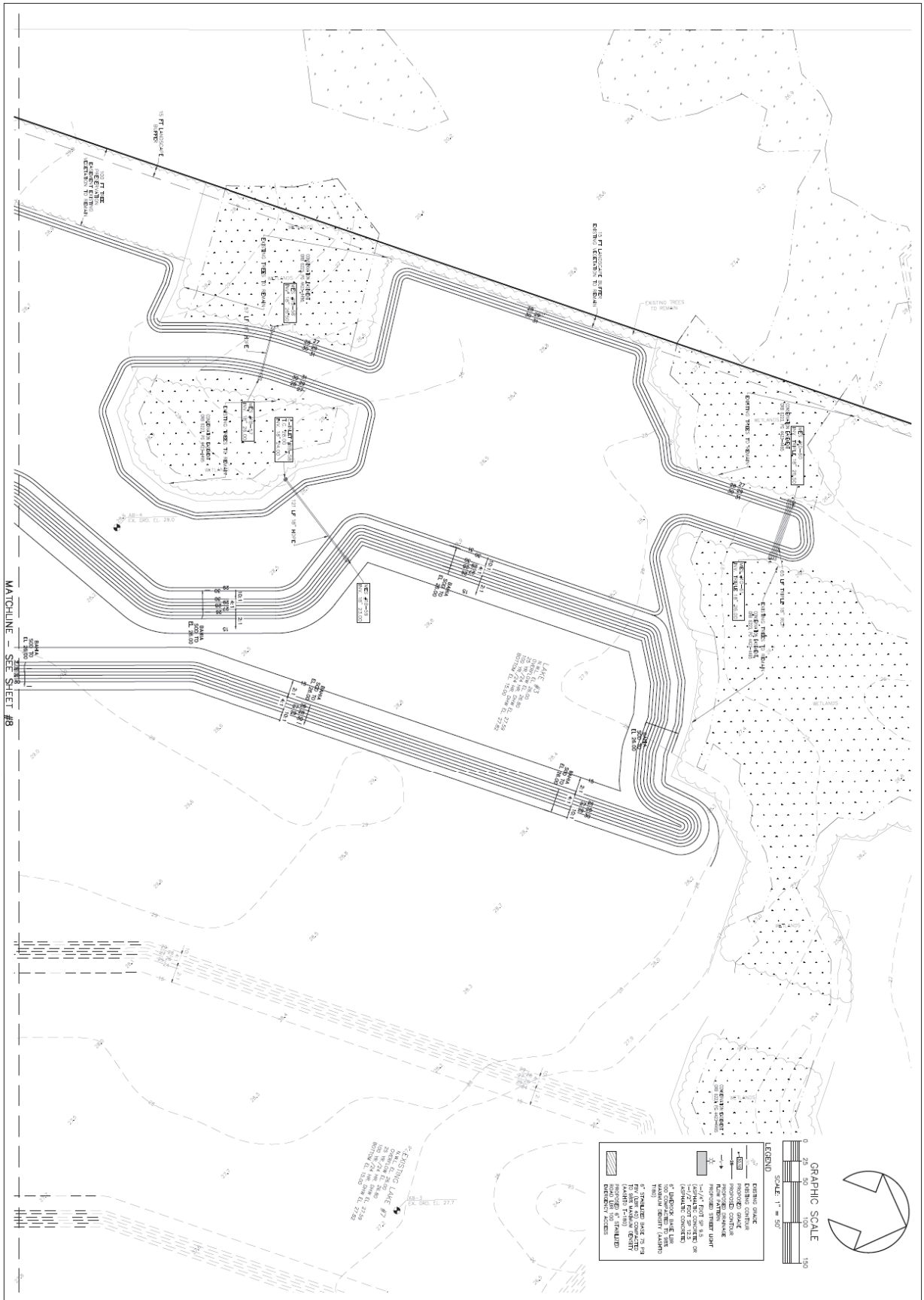
1	10/18/2023	REVISED	


MATCHLINE – SEE SHEET #8
GRAPHIC SCALE
SCALE: 1" = 50'
LEGEND
EXISTING GRADE
EXISTING CONTOUR
PROPOSED GRADE
PROPOSED CONTOUR
PROPOSED DRAINAGE FLOW PATTERN
PROPOSED STREET LIGHT
1-1/4" FOOT SP 9.5 (ASPHALTIC CONCRETE) OR 1-1/2" FOOT SP 12.5 (ASPHALTIC CONCRETE)
6" UNDERCOCK BASE LBR 100 (COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T180)
6" STABILIZED BASE 75 PSI FBV (LBR 40) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
PROPOSED 6" STABILIZED ROAD LIMIT 100 EMERGENCY ACCESS
EXISTING TREES TO REMAIN
WETLANDS
LAKE #3
LAKE #7
EXISTING LAKE #7
EX. GRD. EL. 29.0
EX. GRD. EL. 27.7
SEAL
SHEET NO. 8A
File No: F019-sh4.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: 1" = 50'
FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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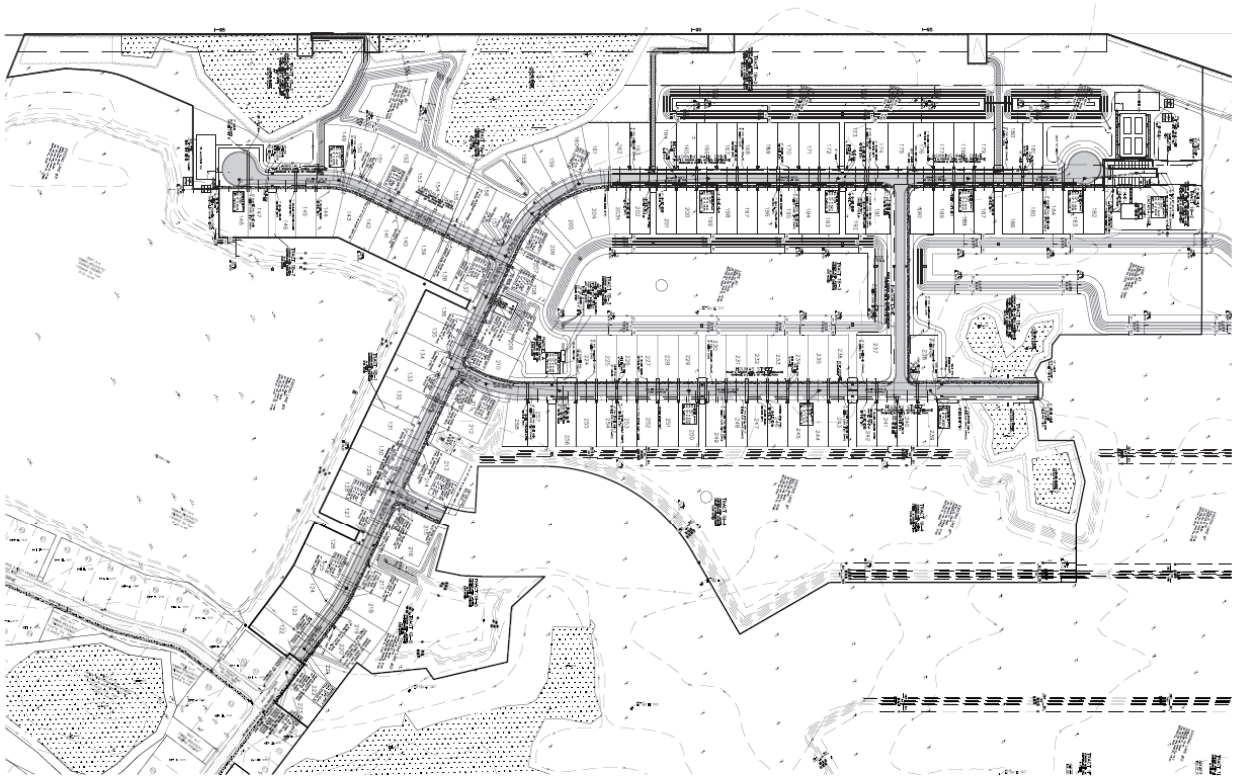
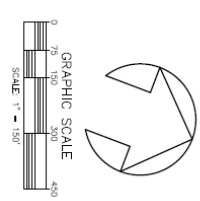
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSHELL P.E. #63985 R.L.A. #LA6667011
NEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION BY
REVISIONS





SEAL

SCALE: 1" = 150'
Date: 5/1/2023
Drawn By: SLB
File No. F018 Util.dwg
SHEET NO. 9

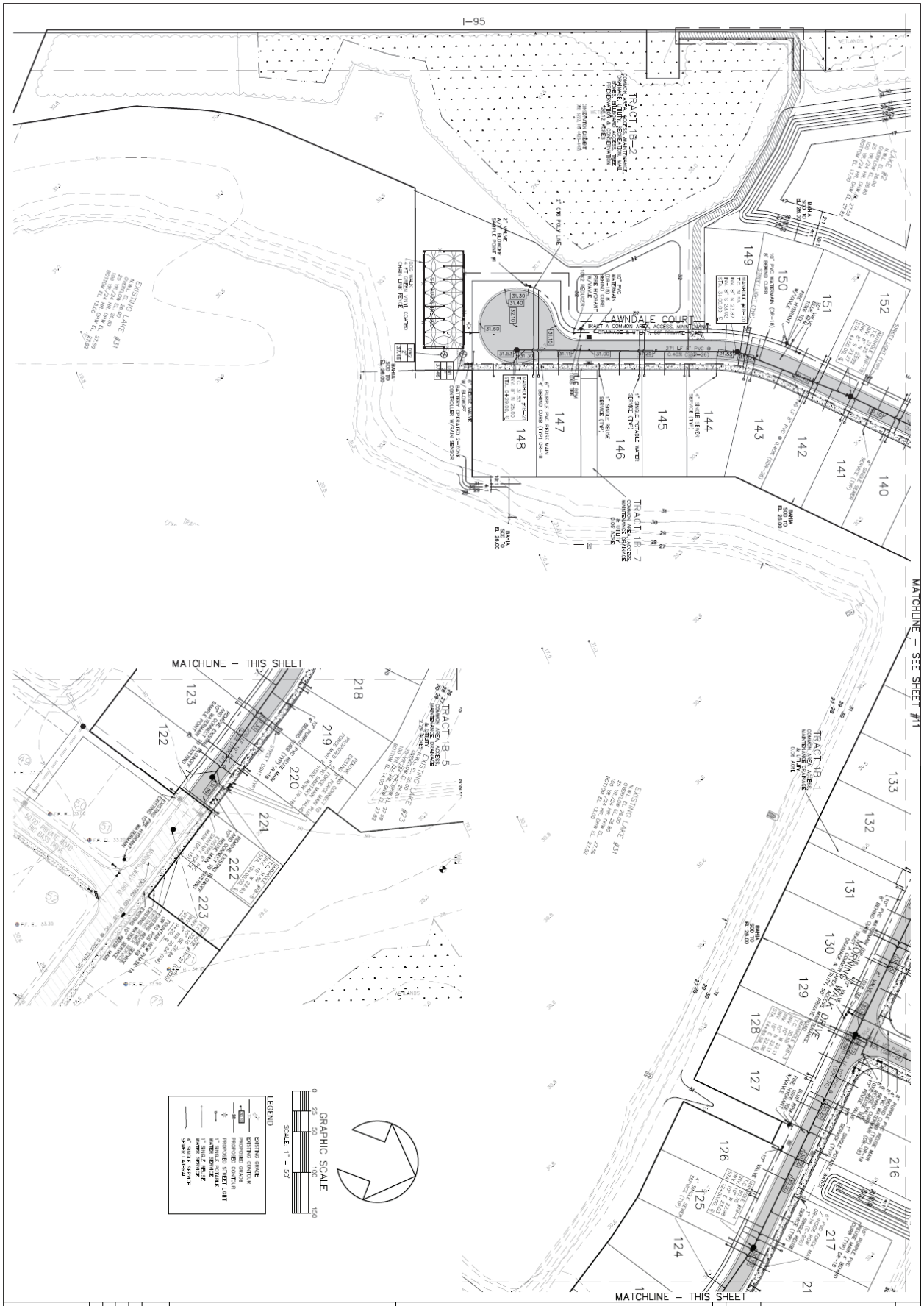
FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA

OVERALL UTILITY 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. #0001053,
STEVE BUSHELL P.E. #33985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB

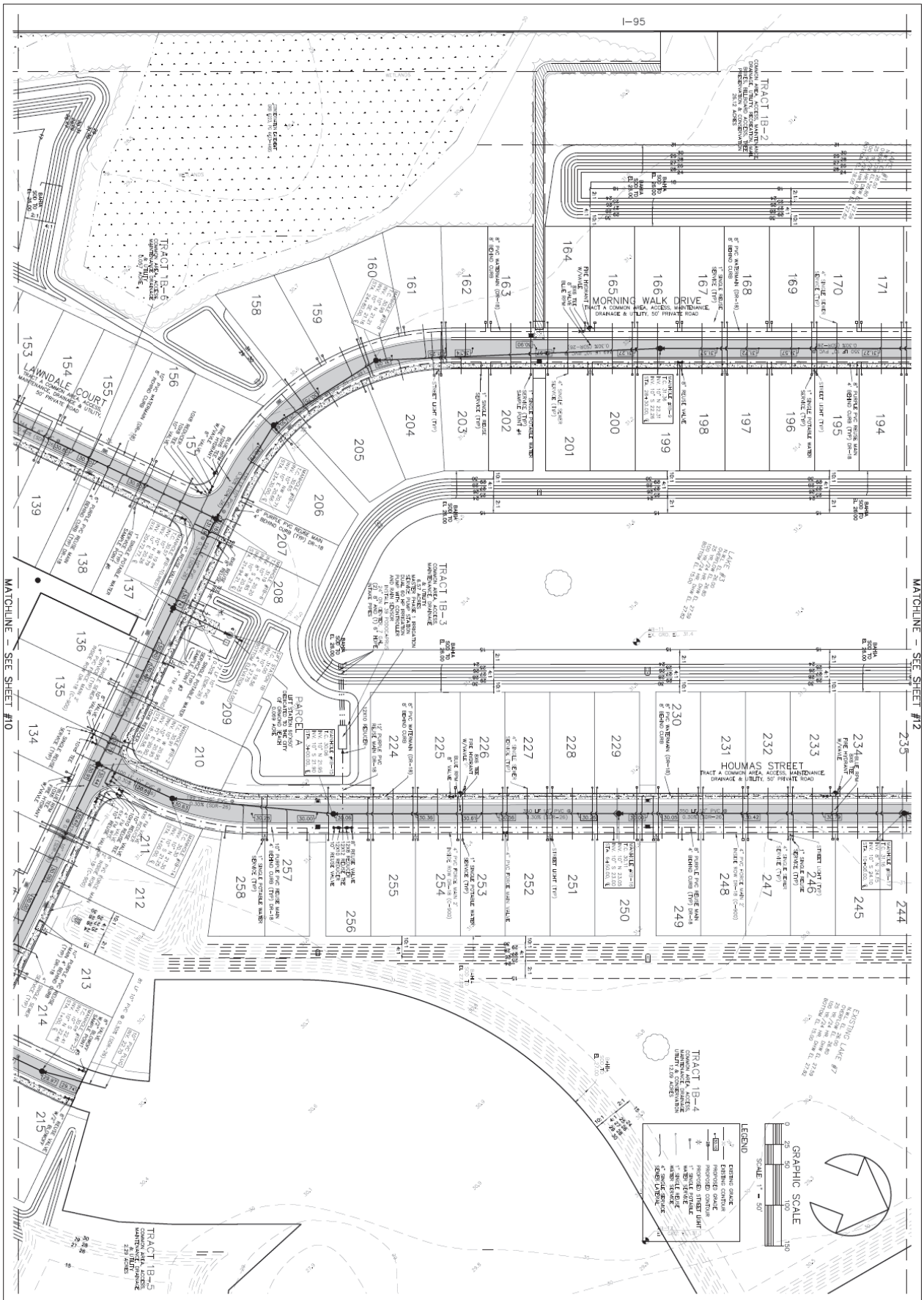
REVISIONS



SEAL	SHEET NO. 10	FOUNTAIN VIEW – PHASE 1B ORMOND BEACH • FLORIDA UTILITY 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. #0001053, STEVE BUSHELL P.E. #33885 R.L.A. #L46667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910
File No. F0198 Util.dwg	Drawn By: SLB		
Date: 5/1/2023	SCALE: 1" = 50'		

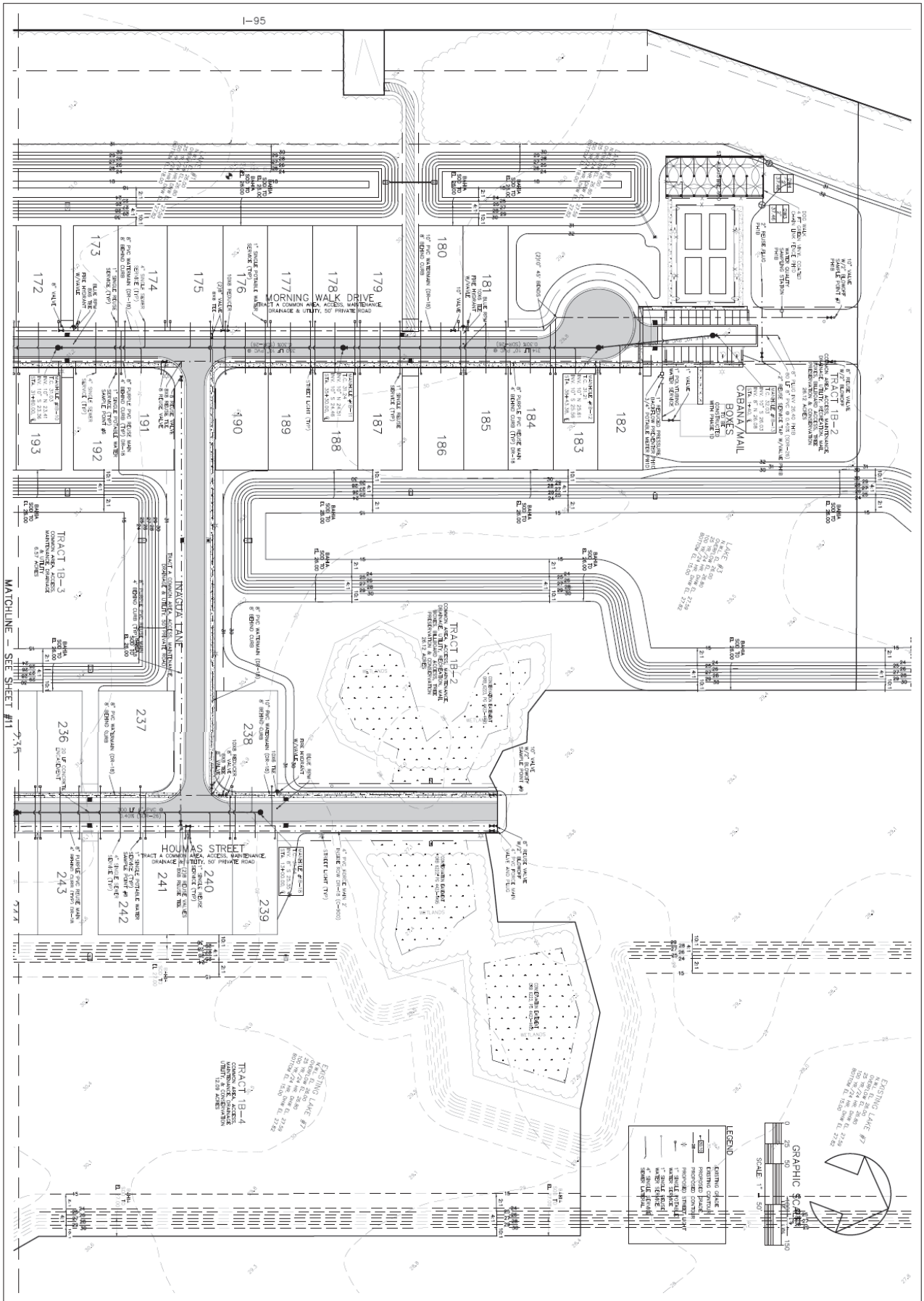
NO.	DATE	DESCRIPTION	BY
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB

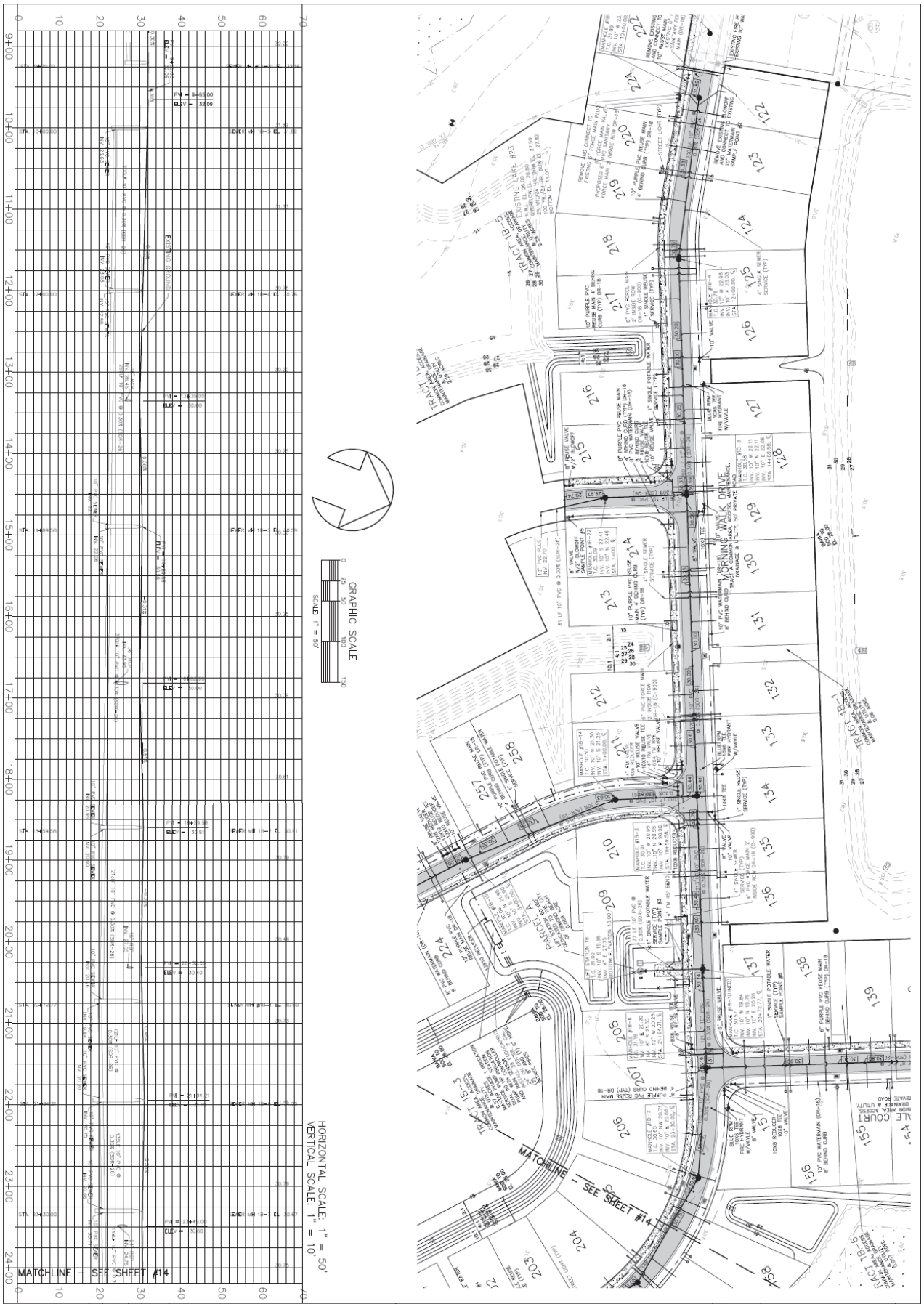
REVISIONS



SEAL	SHEET NO. 11	FOUNTAIN VIEW – PHASE 1B ORMOND BEACH • FLORIDA UTILITY 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. #33985 R.L.A. #L4666701 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910
	File No. F018 UtiLdwg		
	Drawn By: SLB		
	Date: 5/1/2023		
	SCALE: 1" = 50'		

NO.	DATE	DESCRIPTION	
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB
		REVISIONS	


I-95
MORNING WALK DRIVE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD
CABANA MAIL BOXES
TRACT 1B-2
TRACT 1B-3
TRACT 1B-4
INACUTA LANE
HOUMAS STREET
MATCHLINE - SEE SHEET #11
LEGEND
GRAPHIC SCALE
SCALE: 1" = 50'
FOUNTAIN VIEW - PHASE 1B
ORMOND BEACH • FLORIDA
UTILITY 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 BUSNELL P.E. #33985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION
REVISIONS
SHEET NO. 12
File No. F018 Util.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: 1" = 50'
SEAL



SEAL

SCALE: 1" = 50'
Date: 5/1/2023
Drawn By: SLB
File No.F018 Unit.dwg
SHEET NO. 13

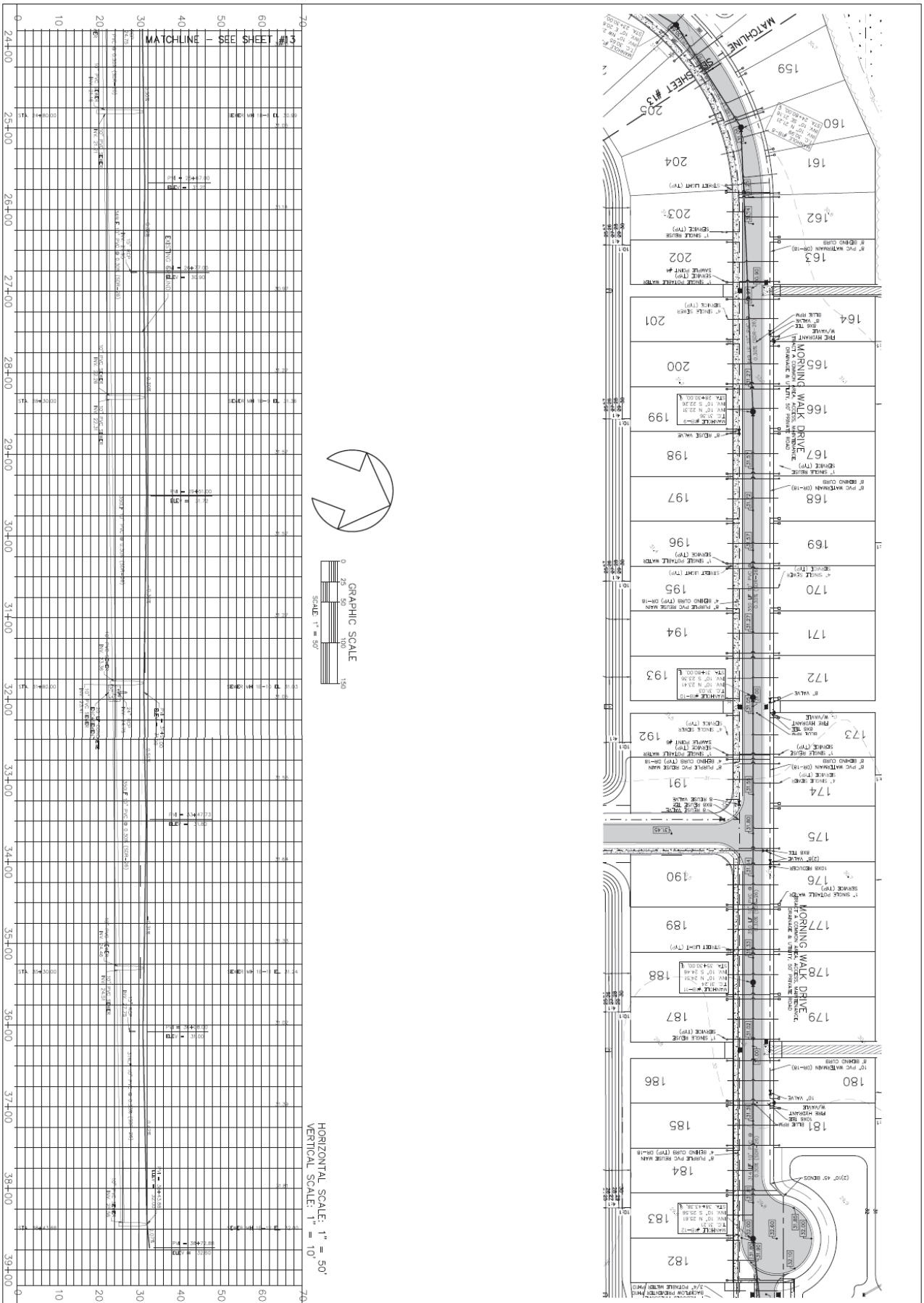
FOUNTAIN VIEW – PHASE 1B
PLAN AND PROFILE
ORMOND BEACH • FLORIDA

MORNING WALK DRIVE
STA. 9+65.00 – STA. 24+00.00

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. #32545 R.L.A. #0001553,
STEVE BUSWELL P.E. #63985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB

REVISIONS



SEAL

SHEET NO. 14

File No. F018 Utl.dwg

Drawn By: SLB

Date: 5/1/2023

SCALE: 1" = 50'

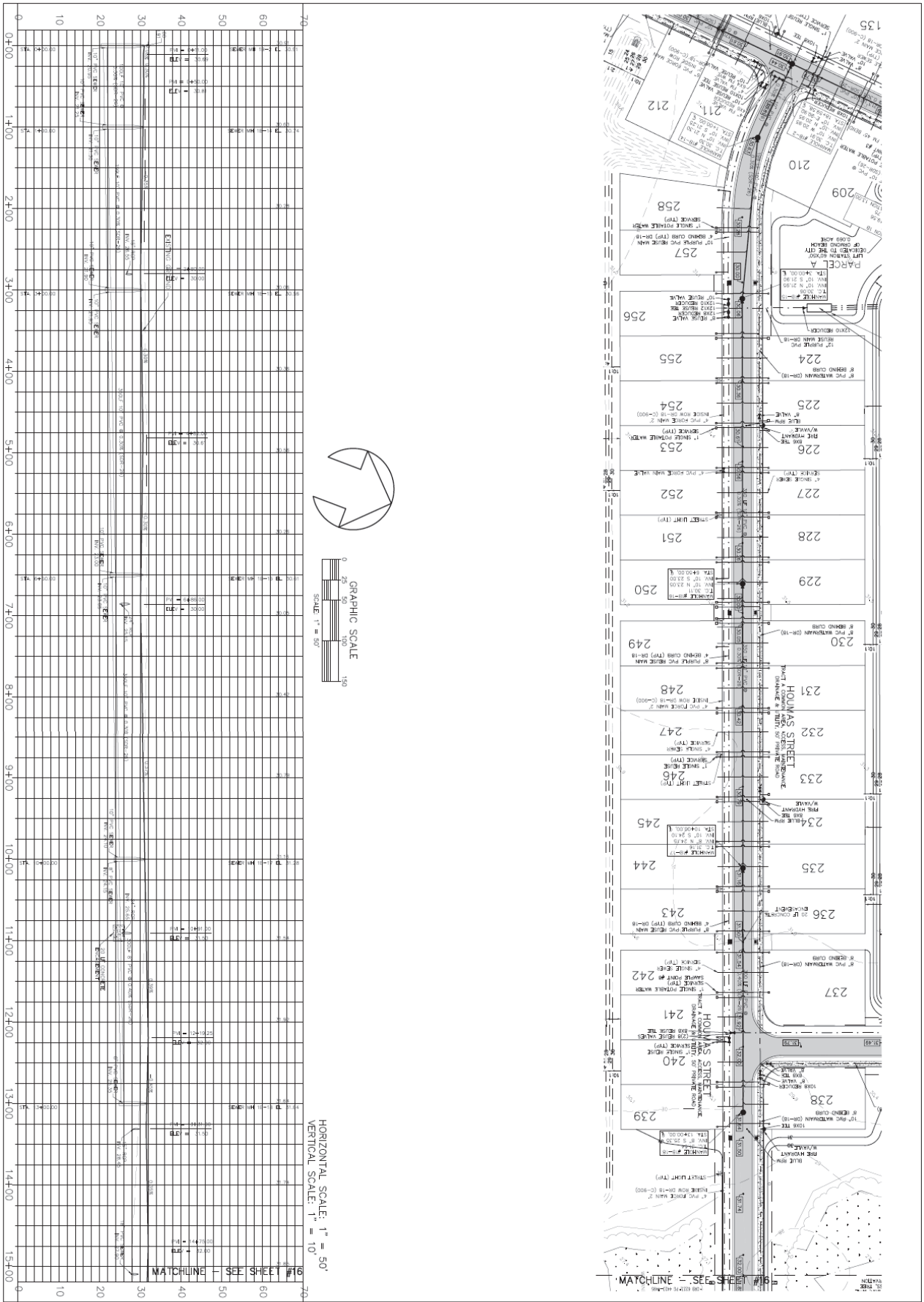
FOUNTAIN VIEW – PHASE 1B
PLAN AND PROFILE
ORMOND BEACH • FLORIDA

MORNING WALK DRIVE
STA. 24+00.00 – STA. 38+72.88

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 BUSHELL P.E. #63985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB

REVISIONS



FOUNTAIN VIEW – PHASE 1B
PLAN AND PROFILE
ORMOND BEACH • FLORIDA

HOUMAS STREET
STA. 0+00.00 – STA. 15+00.00

SHEET NO. 15

Drawn By: SLB
Date: 5/7/2023
SCALE: 1" = 50'
File No: F018 Ltd.dwg

SEAL

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 BUSHELL P.E. #63885 R.L.A. #6667011
KEVIN A. LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	
		REVISIONS	
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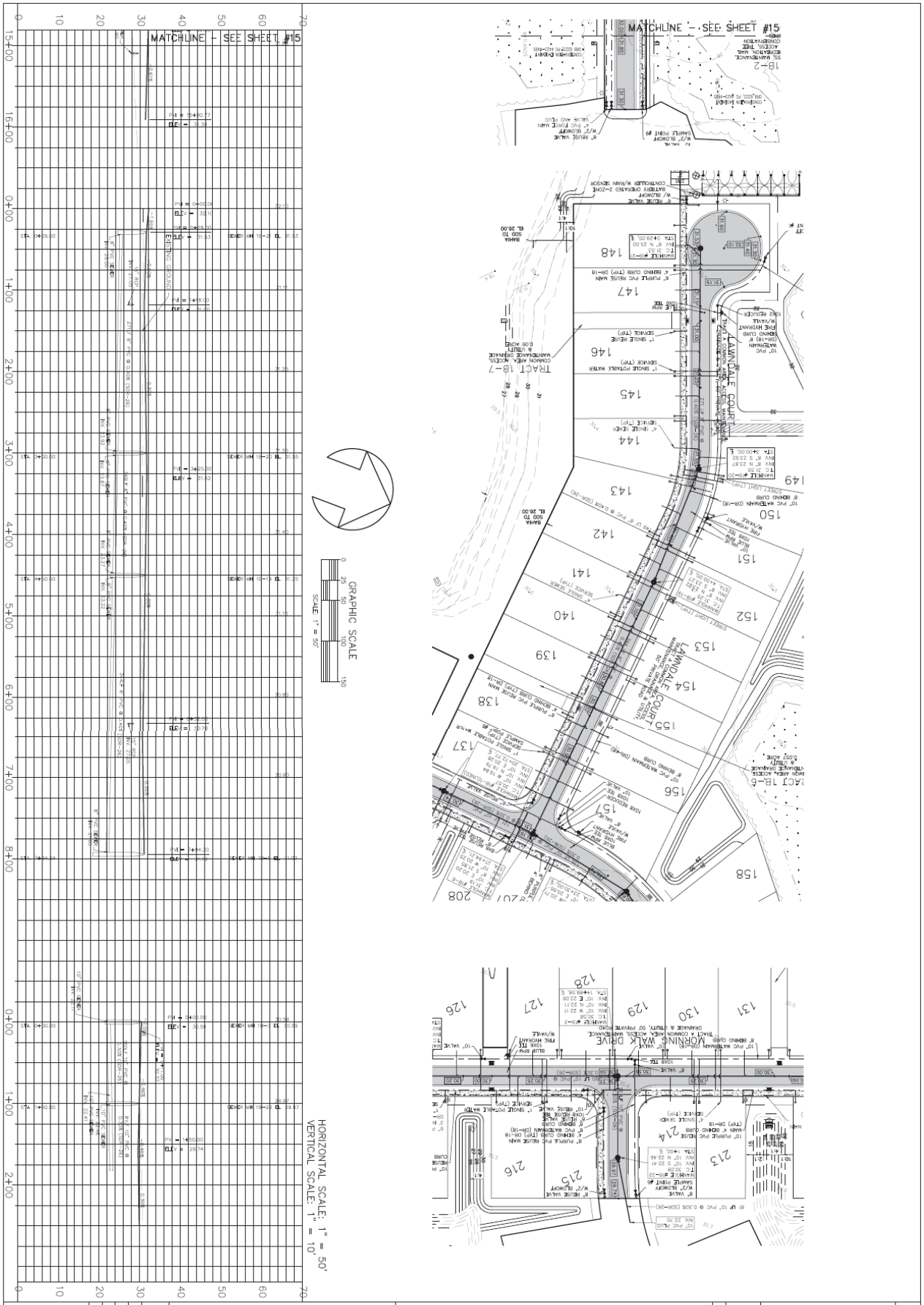
1	10/18/2023	REVISED	SLB


MATCHLINE - SEE SHEET #15
GRAPHIC SCALE
SCALE: 1" = 50'
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
LAWNDALE COURT
MORNING WALK DRIVE
TRACT 1B-7
TRACT 1B-6
SEAL
16
SHEET NO.
File No.F018 Utl.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: 1" = 50'
FOUNTAIN VIEW - PHASE 1B
PLAN AND PROFILE
ORMOND BEACH • FLORIDA
HOLMAS STREET
STA. 15+00.00 - STA. 15+90.77
LAWNDALE COURT
STA. 0+00.00 - STA. 7+94.20
EVELYNTON LANE
STA. 0+00.00 - STA. 1+50.00
PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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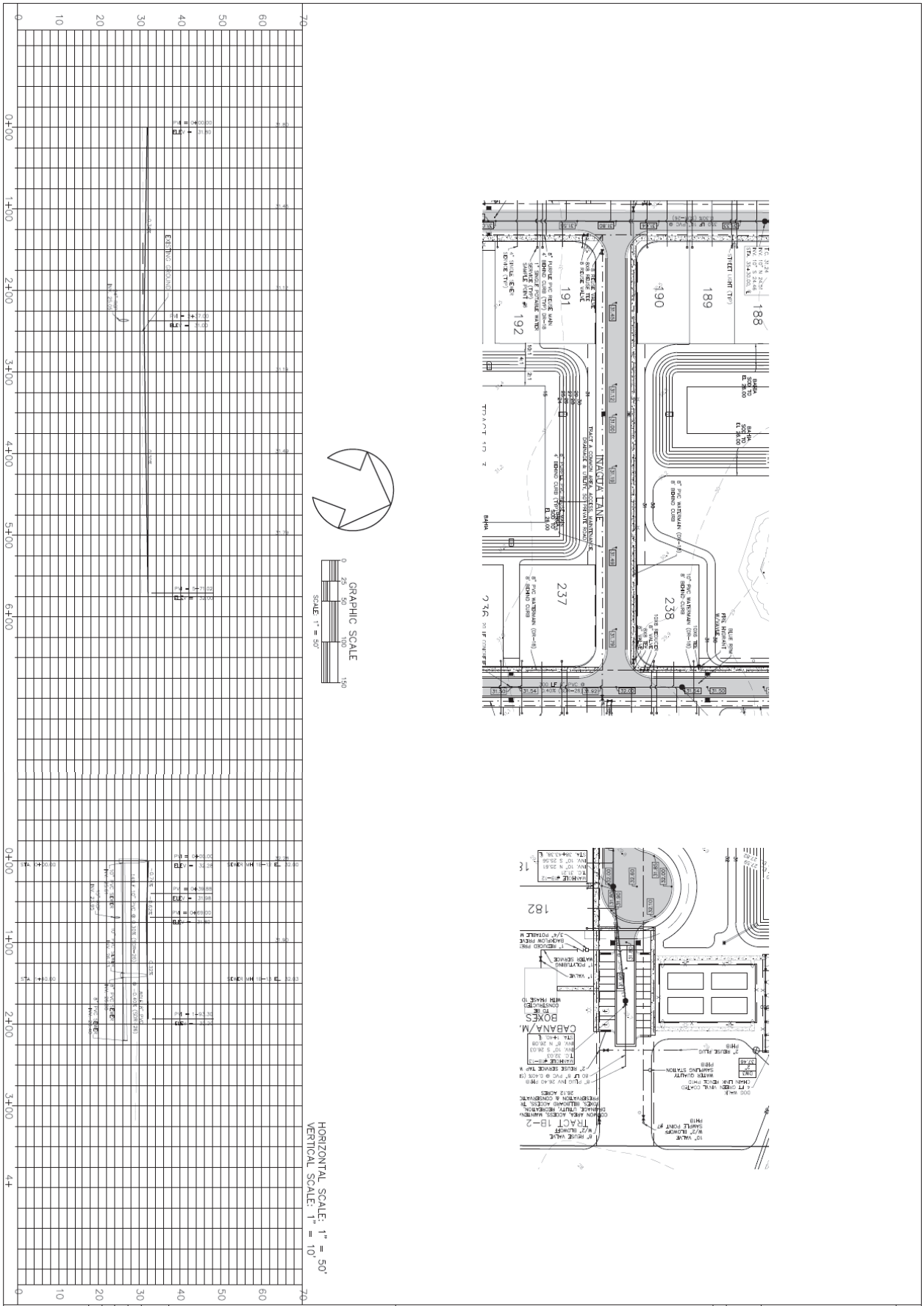
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #33985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION BY
REVISIONS


GRAPHIC SCALE
SCALE: 1" = 50'
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
INAGUA LANE
TRACT 1B-2
CABANA/M. BOXES
FOUNTAIN VIEW – PHASE 1B
PLAN AND PROFILE
ORMOND BEACH • FLORIDA
INAGUA LANE
STA. 0+00.00 – STA. 5+71.02
CLUBHOUSE ROAD
STA. 0+00.00 – STA. 3+17.70
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
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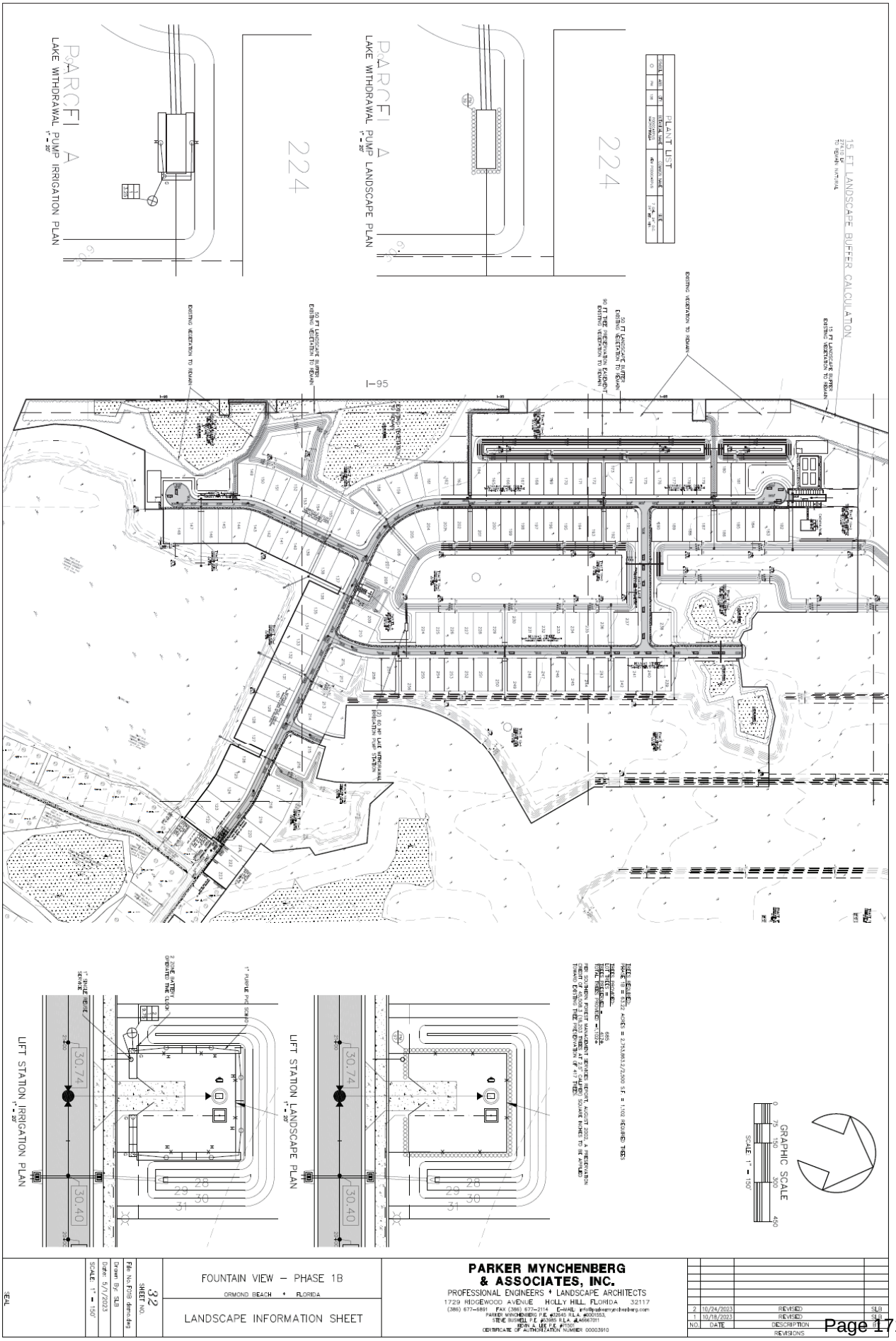
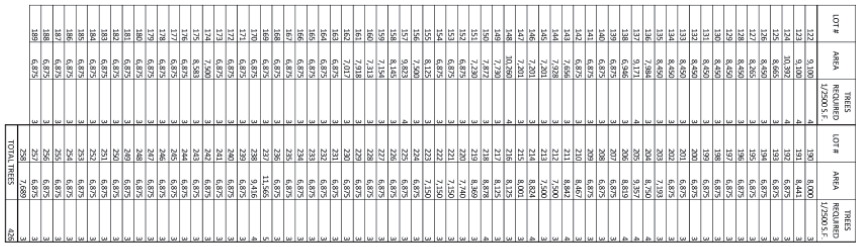
STEVE BUSWELL P.E. #63985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
17
SHEET NO.
File No. F01B Util.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: 1" = 50'
SEAL
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION BY
REVISIONS


PARCEL A
LAKE WITHDRAWAL PUMP IRRIGATION PLAN
1" = 20'
PARCEL A
LAKE WITHDRAWAL PUMP LANDSCAPE PLAN
1" = 20'
224
PLANT LIST
15 FT LANDSCAPE BUFFER CALCULATION
TO REMAIN NATURAL
EXISTING VEGETATION TO REMAIN
I-95
LIFT STATION IRRIGATION PLAN
1" = 20'
LIFT STATION LANDSCAPE PLAN
1" = 20'
30.74
30.40
GRAPHIC SCALE
SCALE: 1" = 150'
FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA
LANDSCAPE INFORMATION SHEET
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
2 10/24/2023 REVISED SLB
1 10/18/2023 REVISED SLB
NO. DATE DESCRIPTION BY
REVISIONS
32
SHEET NO.
File No. F01B demo.dwg
Drawn By: SLB
Date: 5/1/2023
SCALE: 1" = 150'
SEAL

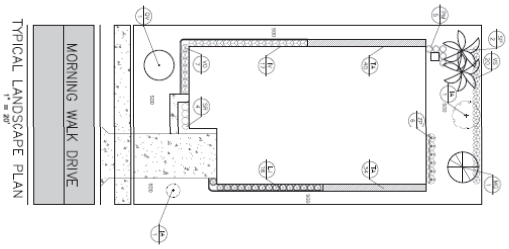


LOT TREES REQUIRED

LOT #	AREA	TREES REQUIRED 1/2500 S.F.	LOT #	AREA	TREES REQUIRED 1/2500 S.F.
123	9,100	4	190	8,001	3
124	10,332	4	192	8,435	3
125	8,665	3	193	6,875	3
126	8,650	3	194	6,875	3
127	8,365	3	195	6,875	3
128	8,650	3	196	6,875	3
129	8,650	3	197	6,875	3
130	8,650	3	198	6,875	3
131	8,650	3	199	6,875	3
132	8,650	3	200	6,875	3
133	8,650	3	201	6,875	3
134	8,650	3	202	6,875	3
135	8,650	3	203	7,193	3
136	7,984	3	204	8,750	4
137	9,171	4	205	9,357	4
138	6,946	3	206	8,619	4
139	6,875	3	207	6,875	3
140	7,272	3	208	6,875	3
141	6,875	3	209	6,875	3
142	6,875	3	210	8,407	3
143	7,696	3	211	8,943	4
144	7,928	3	212	7,000	3
145	7,201	3	213	8,400	3
146	7,201	3	214	8,400	3
147	7,201	3	215	8,001	3
148	10,280	4	216	8,125	3
149	7,790	3	217	8,125	3
150	7,272	3	218	8,678	4
151	6,875	3	219	7,150	3
152	6,875	3	220	7,150	3
153	6,875	3	221	7,150	3
154	6,875	3	222	7,150	3
155	8,125	3	223	7,150	3
156	7,200	3	224	6,875	3
157	8,125	3	225	6,875	3
158	8,125	3	226	6,875	3
159	8,125	3	227	6,875	3
160	7,313	3	228	6,875	3
161	7,918	3	229	6,875	3
162	7,017	3	230	6,875	3
163	6,875	3	231	6,875	3
164	6,875	3	232	6,875	3
165	6,875	3	233	6,875	3
166	6,875	3	234	6,875	3
167	6,875	3	235	6,875	3
168	6,875	3	236	6,875	3
169	6,875	3	237	11,565	5
170	6,875	3	238	9,416	4
171	6,875	3	239	6,875	3
172	6,875	3	240	6,875	3
173	6,875	3	241	6,875	3
174	6,875	3	242	6,875	3
175	7,000	3	243	6,875	3
176	6,875	3	244	6,875	3
177	6,875	3	245	6,875	3
178	6,875	3	246	6,875	3
179	6,875	3	247	6,875	3
180	6,875	3	248	6,875	3
181	6,875	3	249	6,875	3
182	6,875	3	250	6,875	3
183	6,875	3	251	6,875	3
184	6,875	3	252	6,875	3
185	6,875	3	253	6,875	3
186	6,875	3	254	6,875	3
187	6,875	3	255	6,875	3
188	6,875	3	256	6,875	3
189	6,875	3	257	6,875	3
			TOTAL TREES	7,689	436

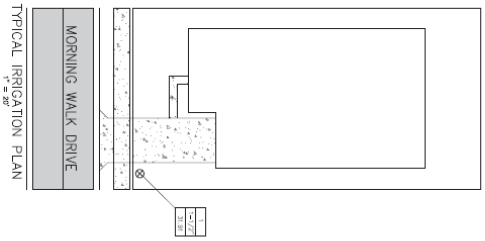


PLANT LIST



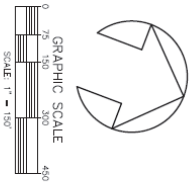
MORNING WALK DRIVE

TYPICAL LANDSCAPE PLAN
1" = 20'



MORNING WALK DRIVE

TYPICAL IRRIGATION PLAN
1" = 20'



GRAPHIC SCALE
SCALE: 1" = 150'

SEAL

FOUNTAIN VIEW – PHASE 1B
ORMOND BEACH • FLORIDA

OVERALL LOT LANDSCAPE PLAN

SHEET NO. 33

File No. F2113 - demo.dwg

Drawn By: SLB

Date: 5/17/2023

SCALE: 1" = 150'

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@pandmynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #6001053,
STEVE BUSHELL P.E. #63985 R.L.A. #6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	10/24/2023	REVISED	SLB
1	10/18/2023	REVISED	SLB

REVISIONS

ATTACHMENT 3

Final Plat

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

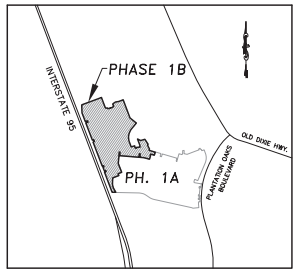
A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 720.99 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 60.00 FEET TO THE EASTERLY LINE OF THE BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 140.00 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE 40.00 FEET TO THE EASTERLY LINE OF PARCEL NO.1; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 40.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.1; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 885.79 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 50.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.2; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 70.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.2; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 50.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE 630.22 FEET TO THE SOUTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N69°14'21"E ALONG SAID SOUTHERLY LINE, 80.00 FEET TO THE EASTERLY LINE OF BILLBOARD PARCEL NO.3; THENCE N20°45'39"W ALONG SAID EASTERLY LINE, 50.00 FEET TO THE NORTHERLY LINE OF BILLBOARD PARCEL NO.3; THENCE S69°14'21"W ALONG SAID NORTHERLY LINE, 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'37"W ALONG SAID EASTERLY RIGHT OF WAY LINE 322.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'50"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET; THENCE DEPARTING SAID WEST LINE N69°26'25"E, ALONG THE SOUTHERLY LINE WITH PLANTATION OAKS OF ORMOND BEACH, LLC ORB 6150, PAGE 1708, A DISTANCE OF 721.45 FEET; THENCE S20°49'12"E, 381.71 FEET; THENCE S73°13'10"E, 34.29 FEET; THENCE N71°41'43"E, 37.45 FEET; THENCE S40°15'45"E, 31.01 FEET; THENCE S83°22'14"E, 35.41 FEET; THENCE N42°16'21"E, 20.94 FEET; THENCE N69°10'48"E, 50.00 FEET; THENCE S20°49'12"E, 14.74 FEET; THENCE N59°03'34"E, 48.70 FEET; THENCE N63°08'36"E, 62.41 FEET; THENCE N20°49'12"W, 94.88 FEET; THENCE N53°53'21"E, 115.40 FEET; THENCE N80°46'21"E, 120.61 FEET; THENCE N69°10'48"E, 155.53 FEET; THENCE S20°49'12"E, 665.95 FEET; THENCE S50°47'18"E, 277.98 FEET; THENCE S39°12'42"W, 257.24 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF S09°11'10"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE S20°50'23"E, 173.27 FEET; THENCE N72°21'10"E, 124.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF S09°36'16"E, AND A CHORD DISTANCE OF 76.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S85°10'11"E, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF N02°47'22"W, AND A CHORD DISTANCE OF 25.12 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°00'15"E, 124.99 FEET; THENCE N09°33'46"W, 71.66 FEET; THENCE N18°12'45"W, 67.25 FEET; THENCE N20°50'23"W, 150.25 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF N19°50'00"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S63°04'10"E, 120.20 FEET; THENCE N73°45'06"E, 149.36 FEET; THENCE S34°04'14"E, 203.80 FEET; THENCE S34°40'35"W, 36.22 FEET; THENCE S26°34'56"E, 146.46 FEET; THENCE S16°16'40"W, 50.96 FEET; THENCE S73°41'48"E, 220.08 FEET; THENCE S16°18'05"W, 110.00 FEET; THENCE N73°41'48"W, 130.00 FEET; THENCE S16°18'12"W, 50.00 FEET; THENCE S73°41'48"E, 10.75 FEET; THENCE S16°18'12"W, 130.00 FEET; THENCE N73°41'48"W, 150.00 FEET; THENCE N77°38'47"W, 98.68 FEET; THENCE N85°10'11"W, 129.18 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE N85°10'11"W, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE N85°10'11"W, 25.00 FEET; THENCE S04°49'49"W, 394.35 FEET; THENCE S20°49'10"E, 322.58 FEET; THENCE S69°10'50"W, 130.94 FEET; THENCE S20°49'10"E, 69.89 FEET; THENCE S69°10'50"W, 223.95 FEET; THENCE S02°33'58"W, 180.84 FEET; THENCE S02°04'18"W, 0.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF S07°32'27"E, AND A CHORD DISTANCE OF 108.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE S17°28'38"E, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF S23°57'33"E, AND A CHORD DISTANCE OF 6.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE S29°32'01"E TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965, A DISTANCE OF 154.05 FEET; THENCE N88°39'35"W ALONG SAID NORTHERLY LINE 126.97 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY); THENCE N20°45'39"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.53 FEET TO THE POINT OF BEGINNING.

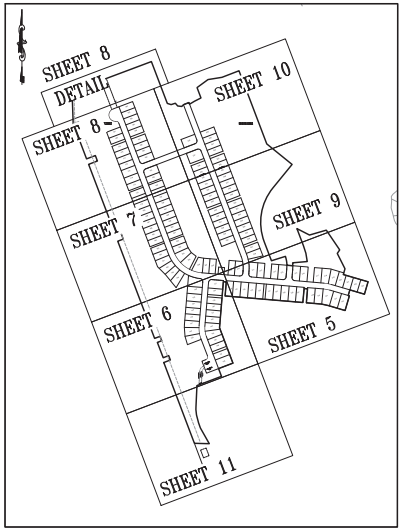
HAVING AN AREA OF 3,393,821 SQUARE FEET, 77.911 ACRES

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3-4.....KEY SHEETS
SHEET 5 TO 11.... DETAIL SHEETS



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1B", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT A SHOWN HEREON AS LAWNDALE COURT, EVELYTON LANE, MORNING WALK DRIVE, HOUMAS STREET, INAGUA LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY DEDICATED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (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 1B-1, 1B-2, 1B-3, 1B-5, AND 1B-7, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES.

TRACT 1B-4 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND RECREATION, MAILBOXES, BILLBOARD ACCESS, TREE PRESERVATION, AND CONSERVATION.

TRACT 1B-6 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, UTILITY, AND CONSERVATION.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1B" 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

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 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

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

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 1 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).M

4. △ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____–_____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. 1.0 FOOT NON–VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS PERMITTED.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH LLC, RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. TRACTS 1B–2 AND 1B–4 ARE SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

16. TRACT A PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

17. ALL ACCESS EASMENTS ARE HEARBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE FOUNTAIN VIEW HOMEOWNER'S ASSOCIATION, INC.

TOTAL PHASE 1B SITE AREA = 77.91 ACRES
TOTAL L.F. OF ROADS PH. 1B = 6012.49 L.F.

LOTS 122–258	23.46 ACRES
PARCEL A LIFT STATION	0.06 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD R/W	7.13 ACRES
TRACT 1B–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.06 ACRES
TRACT 1B–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	26.11 ACRES
TRACT 1B–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.56 ACRES
TRACT 1B–4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, RECREATION, MAIL BOXES, BILLBOARD ACCESS, TREE PRESERVATION & CONSERVATION	12.08 ACRES
TRACT 1B–5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	2.29 ACRES
TRACT 1B–6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION	0.05 ACRES
TRACT 1B–7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, & UTILITY	0.06 ACRES

TOTAL NUMBER OF LOTS = 137 LOTS
TOTAL NUMBER OF TRACTS =8
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
MORNING WALK DRIVE	2906.46 L.F.
INAGUA LANE	571.02 L.F.
HOUMAS STREET	1590.77 L.F.
LAWNDALE COURT	794.24 L.F.
EVELYNTON LANE	150.00 L.F.

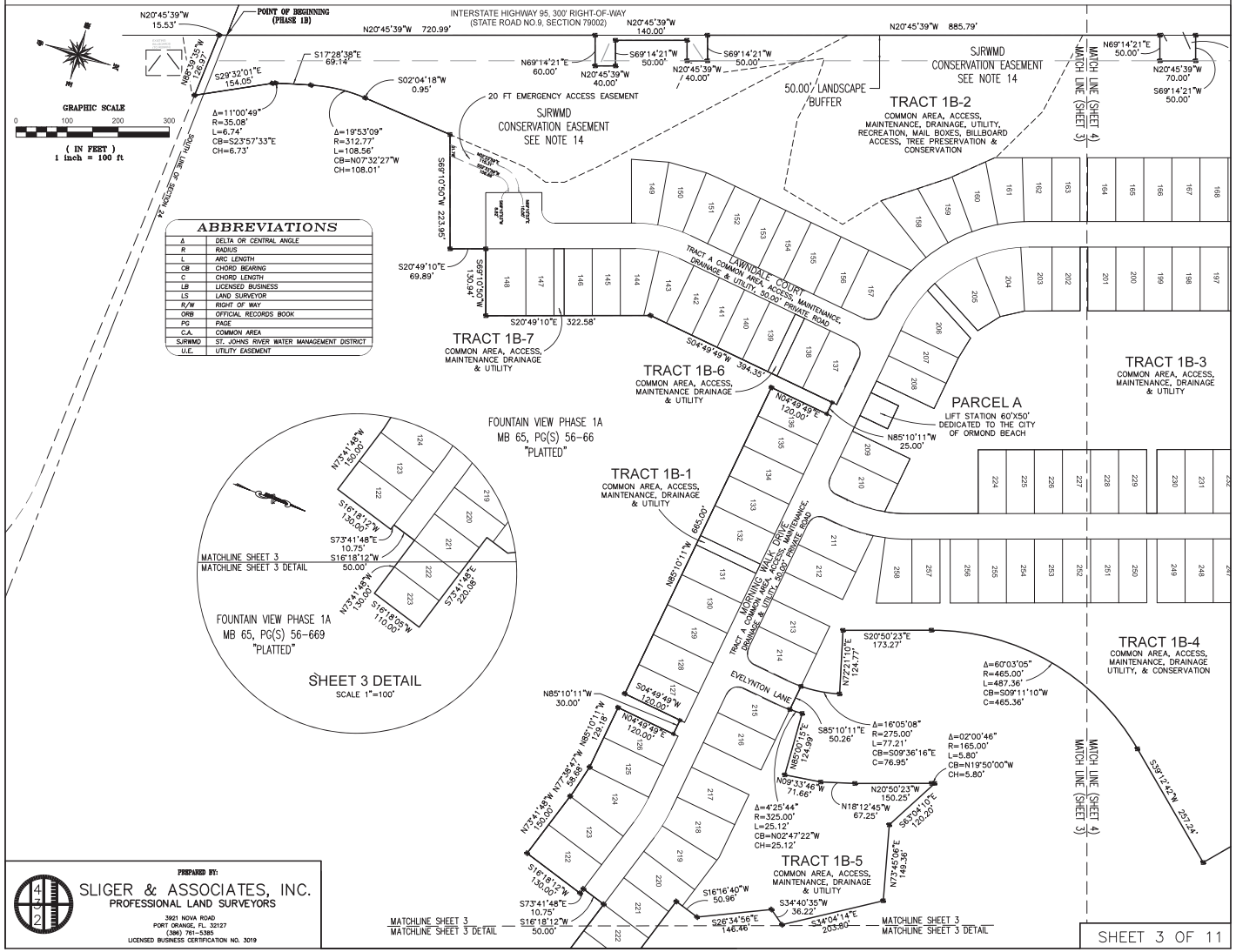
SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.
SIDE CORNER – NO ACCESS	15.00 FT.
ACCESSORY SETBACKS:	
SIDE YARD	7.5 FT.
SIDE YARD CORNER NO ACCESS	15.00 FT.
REAR YARD SETBACK	5.00 FT.
FRONT YARD	20.00 FT.

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

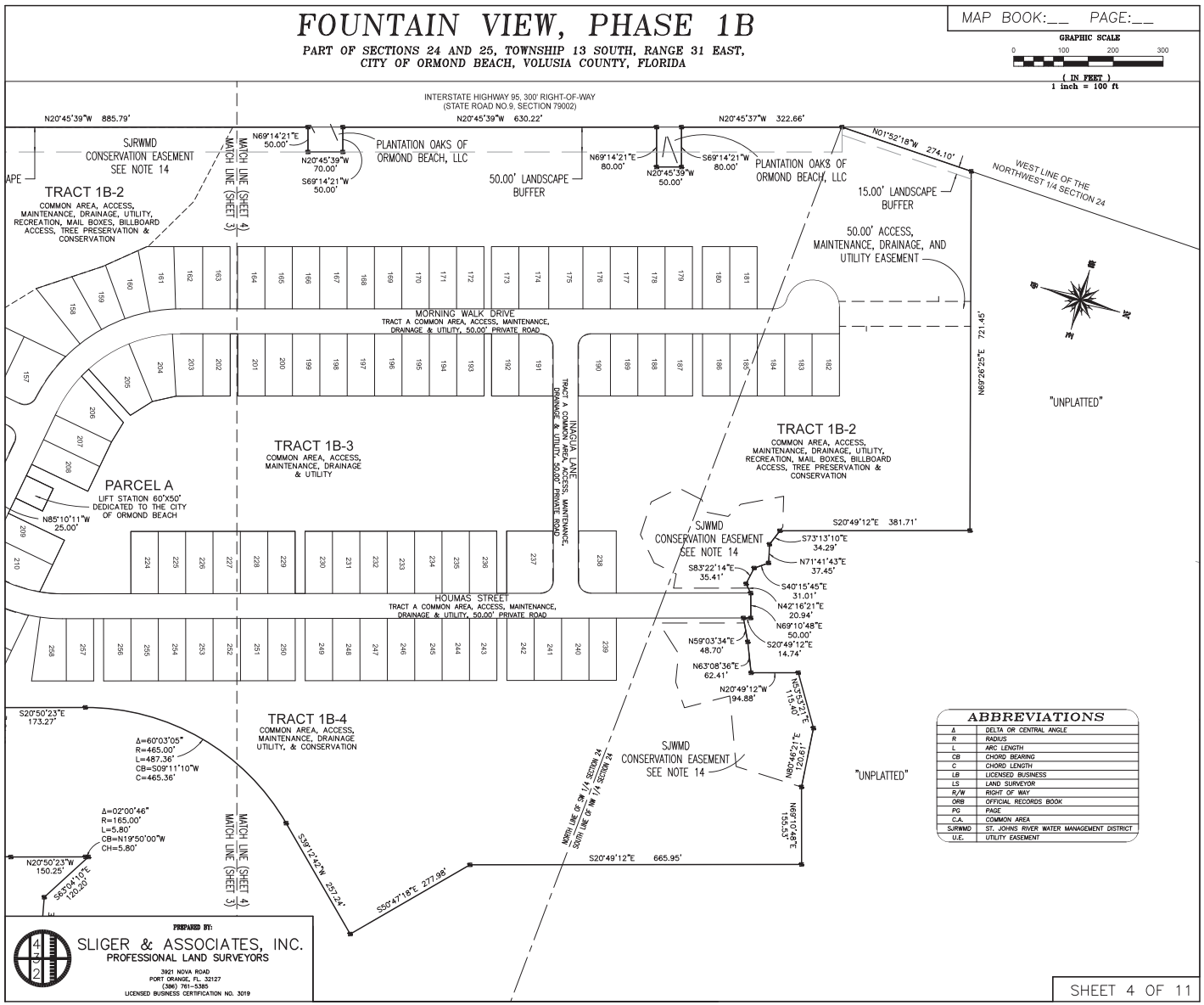
SHEET 3 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
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SHEET 4 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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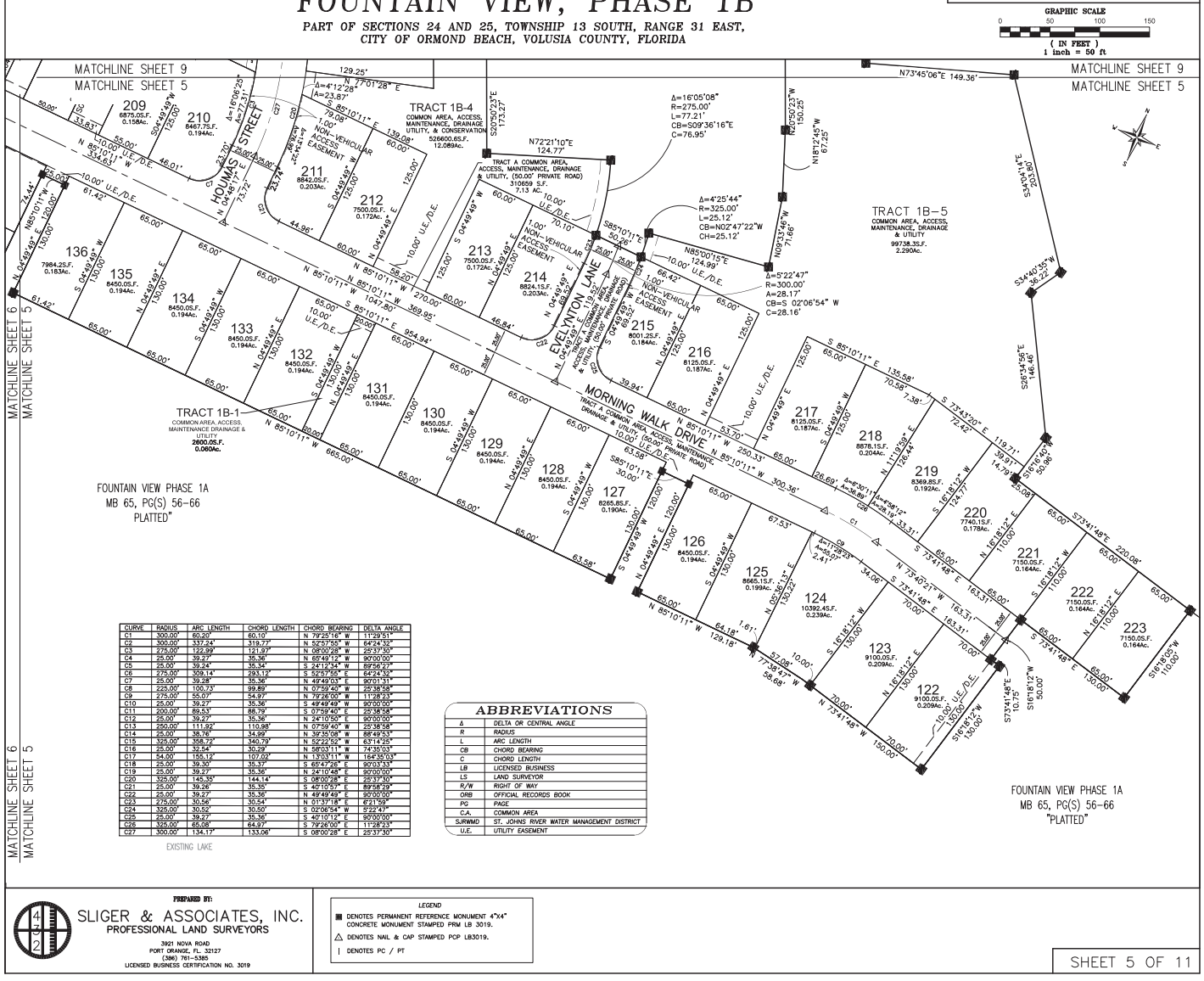

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	60.20'	60.10'	N 79°25'16" W	11°29'51"
C2	300.00'	337.24'	319.77'	N 52°57'55" W	64°24'32"
C3	275.00'	122.99'	121.97'	N 08°00'28" W	25°37'30"
C4	25.00'	39.27'	35.36'	N 65°49'12" W	90°00'00"
C5	25.00'	39.24'	35.34'	S 24°12'34" W	89°56'27"
C6	275.00'	309.14'	293.12'	S 52°57'55" E	64°24'32"
C7	25.00'	39.28'	35.36'	N 49°49'03" E	90°01'31"
C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
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C22	25.00'	39.27'	35.36'	N 49°49'49" E	90°00'00"
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SHEET 5 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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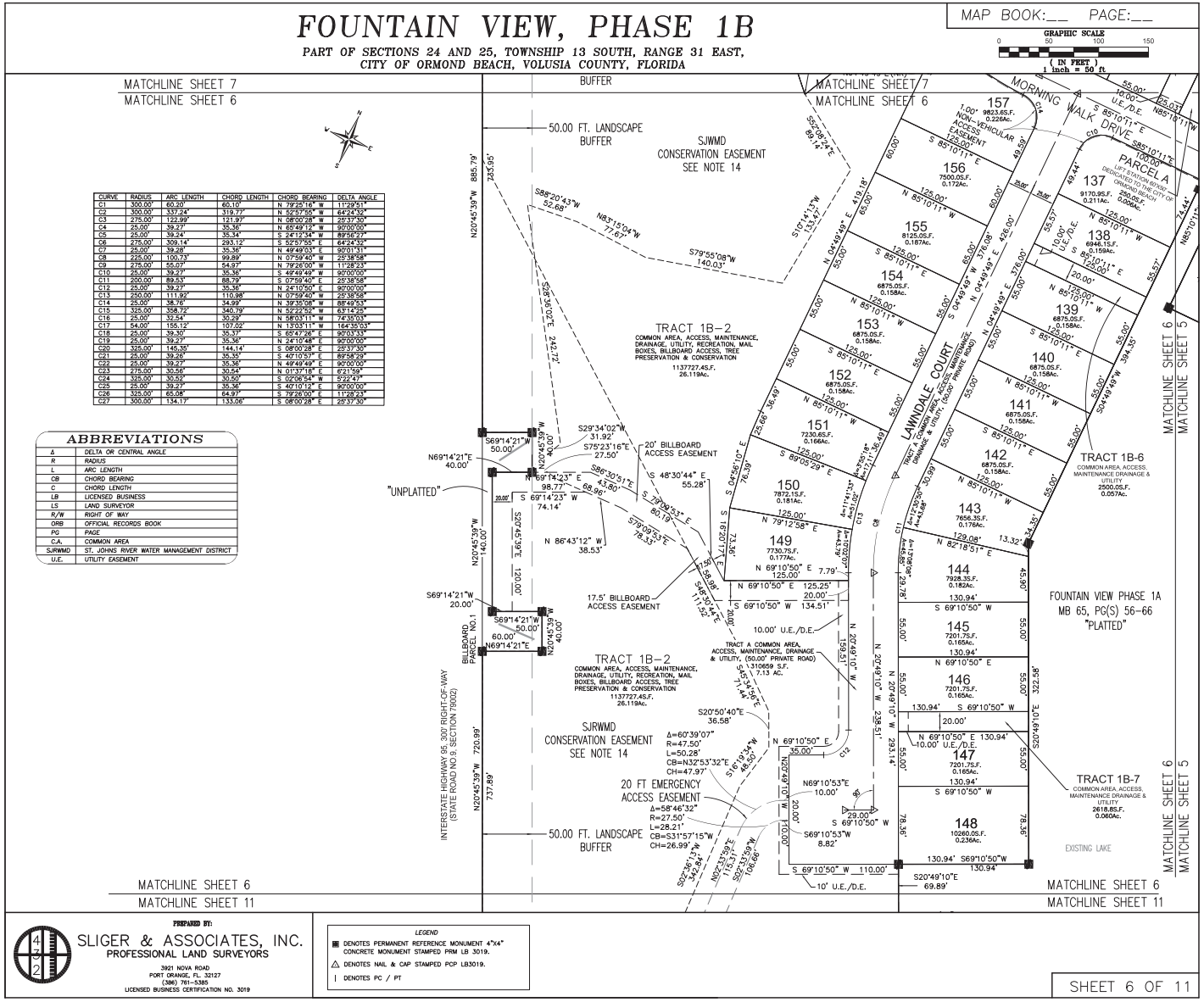

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FOUNTAIN VIEW, PHASE 1B

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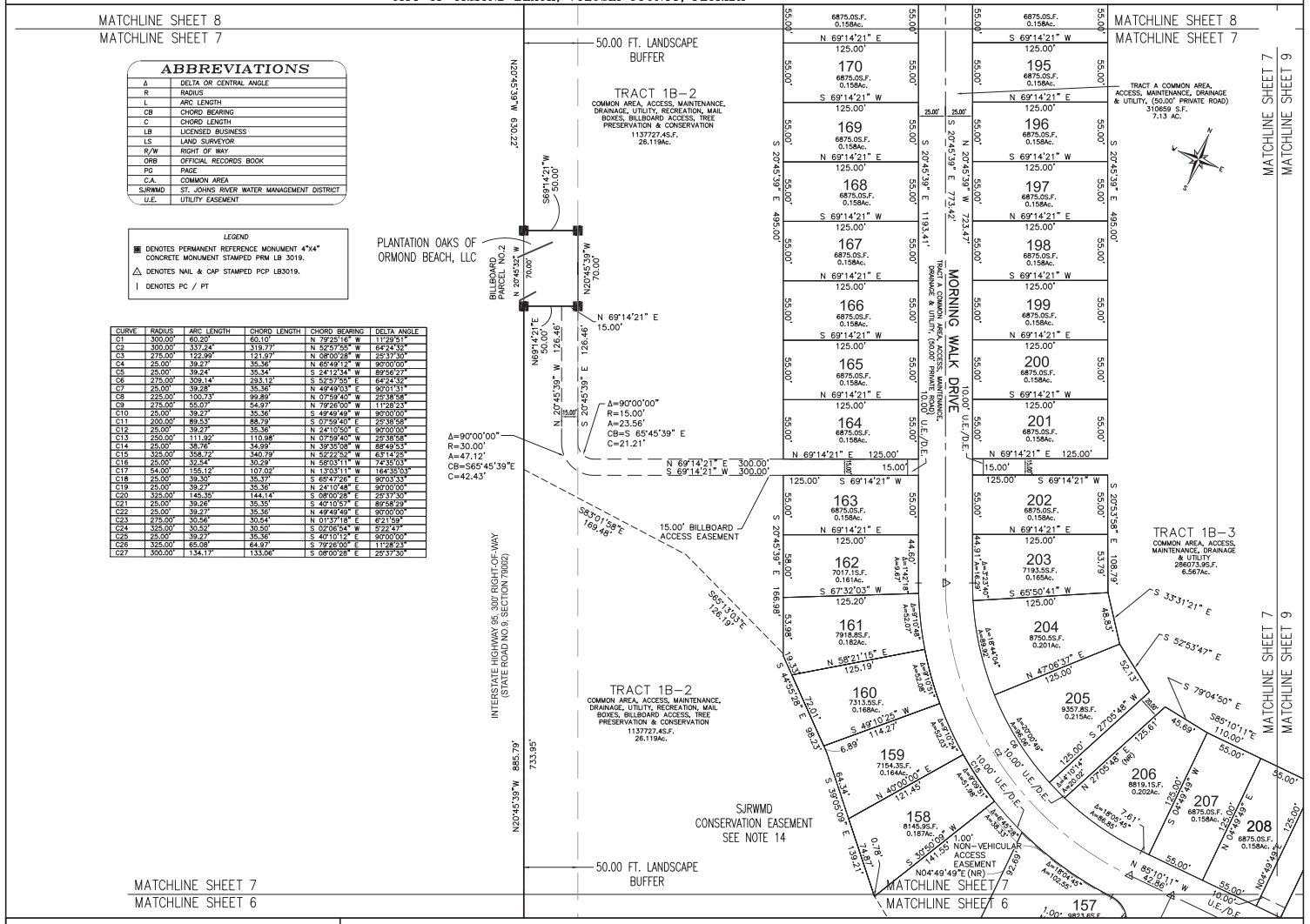

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LICENSED BUSINESS CERTIFICATION NO. 3019

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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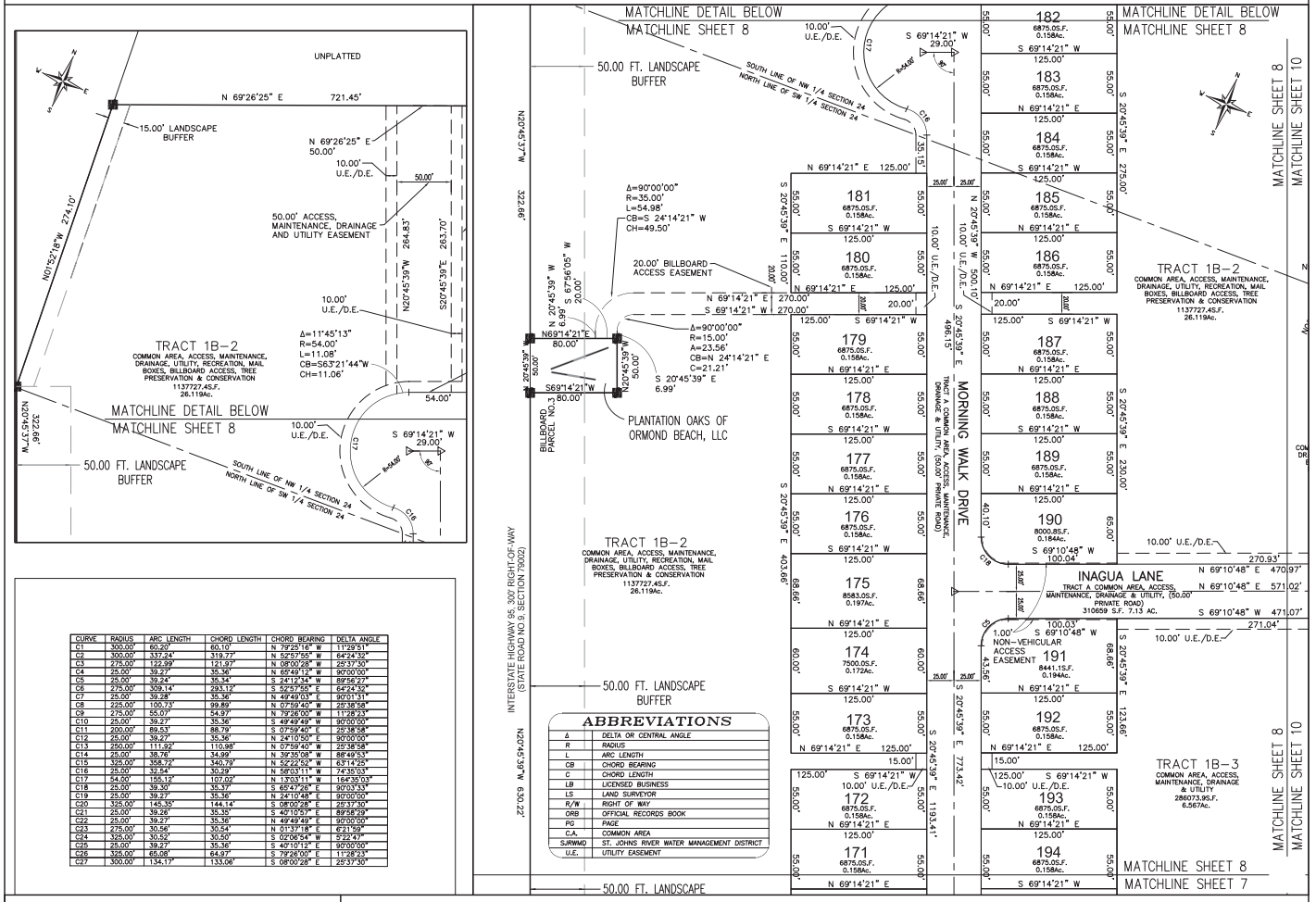

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SHEET 8 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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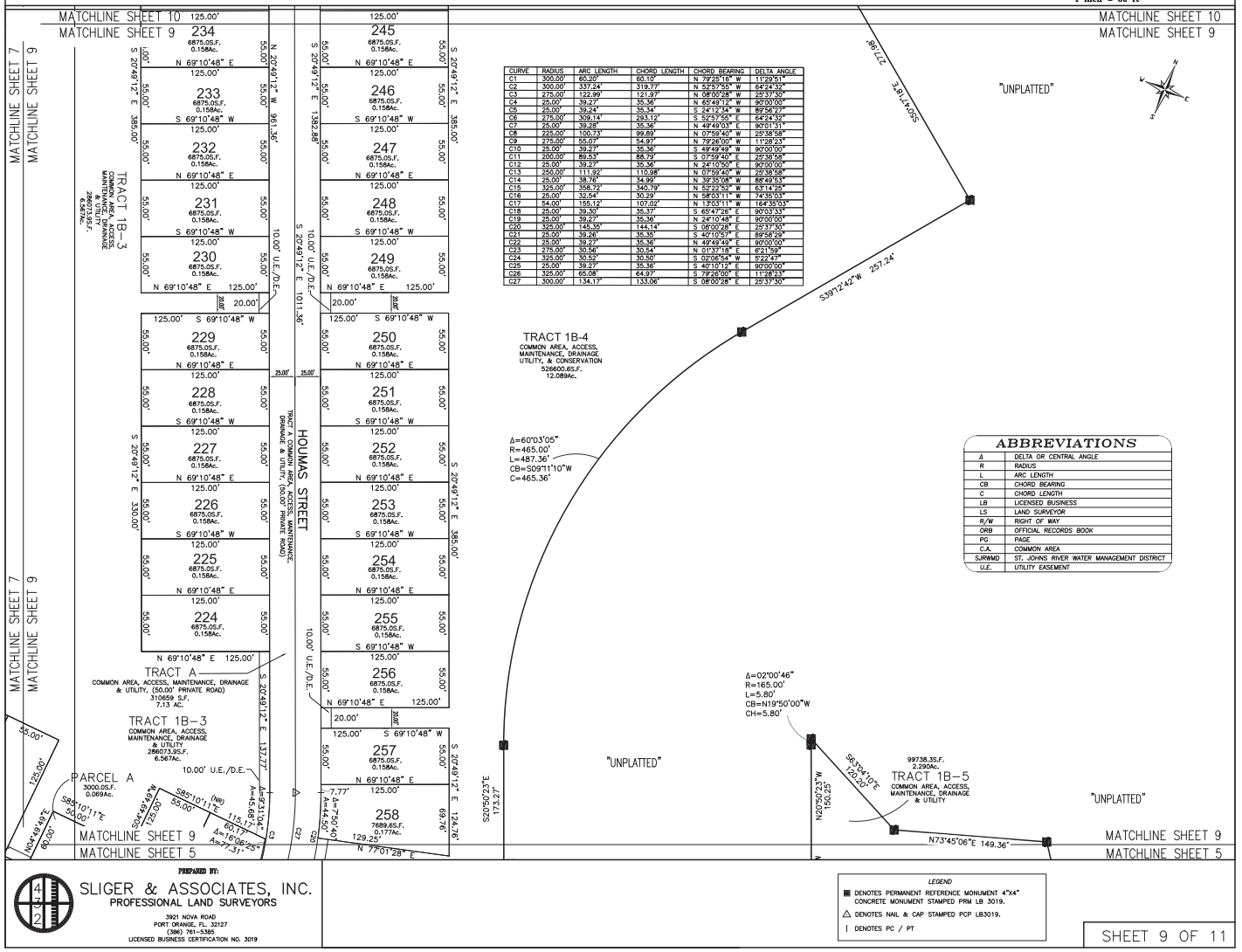

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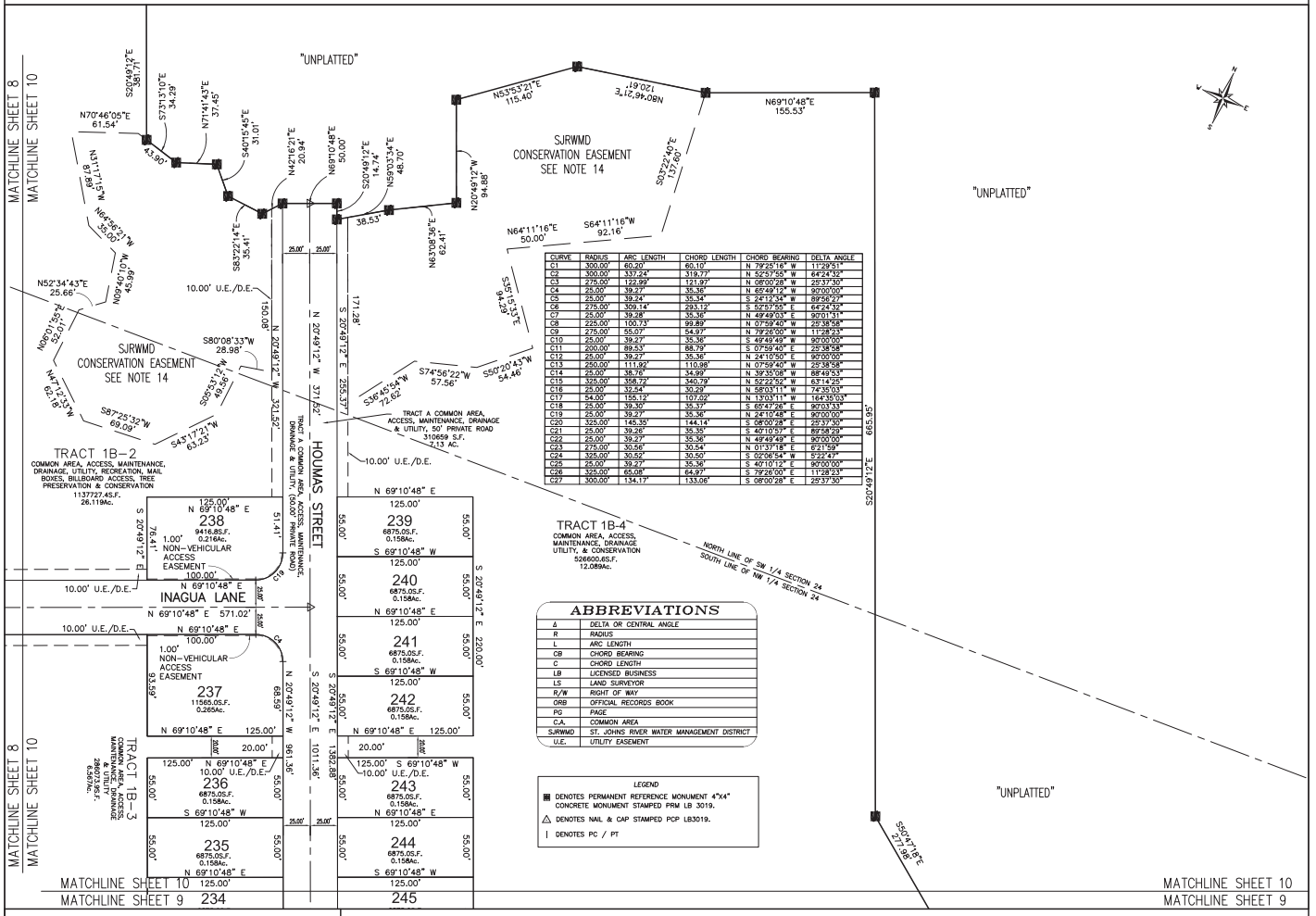
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	60.20'	60.10'	N 79°25'16" W	11°29'51"
C2	300.00'	337.24'	319.77'	N 52°57'55" W	64°24'32"
C3	275.00'	122.99'	121.97'	N 08°00'28" W	25°37'30"
C4	25.00'	39.27'	35.36'	N 65°49'12" W	90°00'00"
C5	25.00'	39.24'	35.34'	S 24°12'34" W	89°56'27"
C6	275.00'	309.14'	293.12'	S 52°57'55" E	64°24'32"
C7	25.00'	39.28'	35.36'	N 49°49'03" E	90°01'31"
C8	225.00'	100.73'	99.89'	N 07°59'40" W	25°38'58"
C9	275.00'	55.07'	54.97'	N 79°26'00" W	11°28'23"
C10	25.00'	39.27'	35.36'	S 49°49'49" W	90°00'00"
C11	200.00'	89.53'	88.79'	S 07°59'40" E	25°38'58"
C12	25.00'	39.27'	35.36'	N 24°10'50" E	90°00'00"
C13	250.00'	111.92'	110.98'	N 07°59'40" W	25°38'58"
C14	25.00'	38.76'	34.99'	N 39°35'08" W	88°49'53"
C15	325.00'	358.72'	340.79'	N 52°22'52" W	63°14'25"
C16	25.00'	32.54'	30.29'	N 58°03'11" W	74°35'03"
C17	54.00'	155.12'	107.02'	N 13°03'11" W	164°35'03"
C18	25.00'	39.30'	35.37'	S 65°47'26" E	90°03'33"
C19	25.00'	39.27'	35.36'	N 24°10'48" E	90°00'00"
C20	325.00'	145.35'	144.14'	S 08°00'28" E	25°37'30"
C21	25.00'	39.26'	35.35'	S 40°10'57" E	89°58'29"
C22	25.00'	39.27'	35.36'	N 49°49'49" E	90°00'00"
C23	275.00'	30.56'	30.54'	N 01°37'18" E	6°21'59"
C24	325.00'	30.52'	30.50'	S 02°06'54" W	5°23'47"
C25	25.00'	39.27'	35.36'	S 40°10'12" E	90°00'00"
C26	325.00'	65.08'	64.97'	S 79°26'00" E	11°28'23"
C27	300.00'	134.17'	133.06'	S 08°00'28" E	25°37'30"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND
- ▣ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

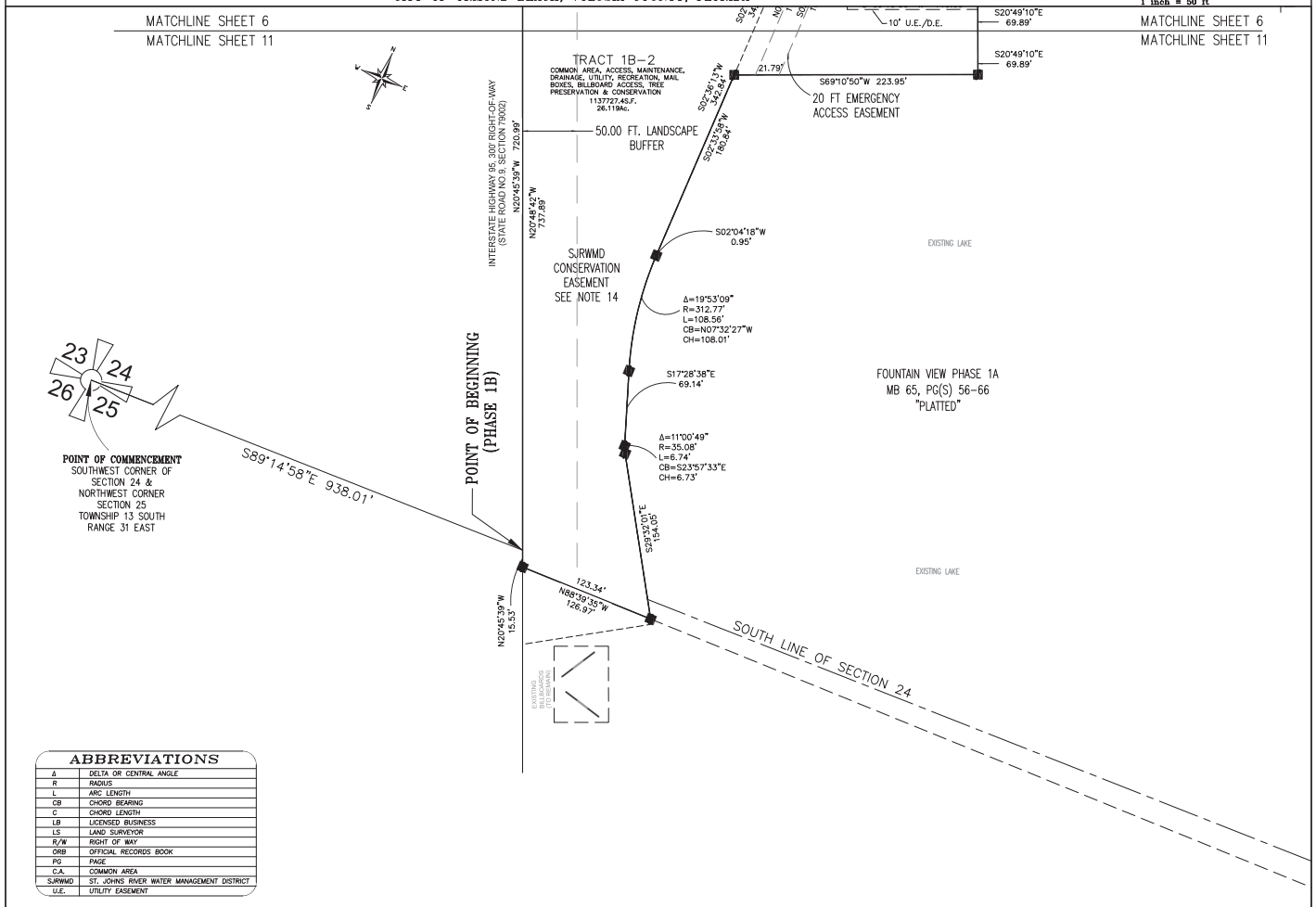
SHEET 10 OF 11

FOUNTAIN VIEW, PHASE 1B

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft.



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
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- | DENOTES PC / PT

SHEET 11 OF 11

ATTACHMENT 4

PRD development order
Ordinance 2022-16

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (P22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
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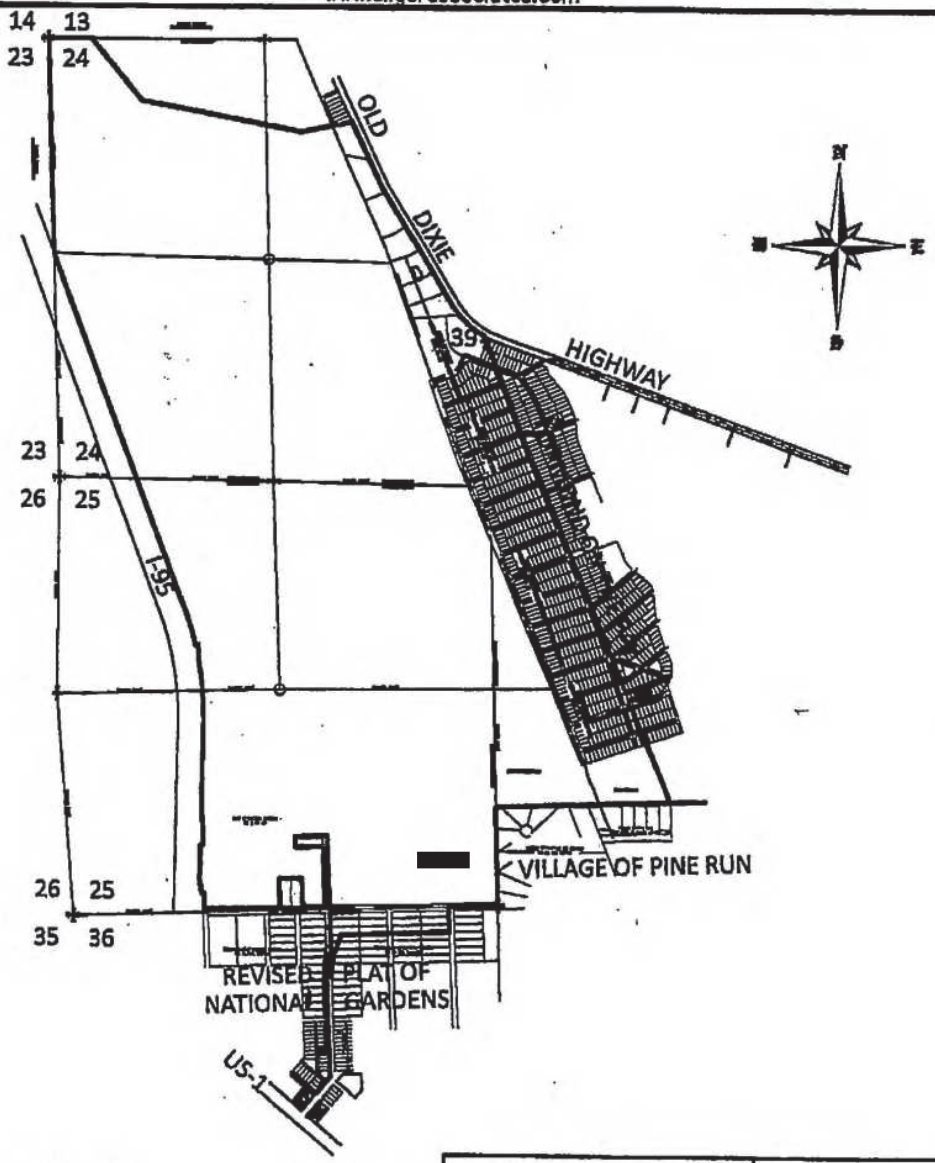

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°16'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 266.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'08"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'08"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 167; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
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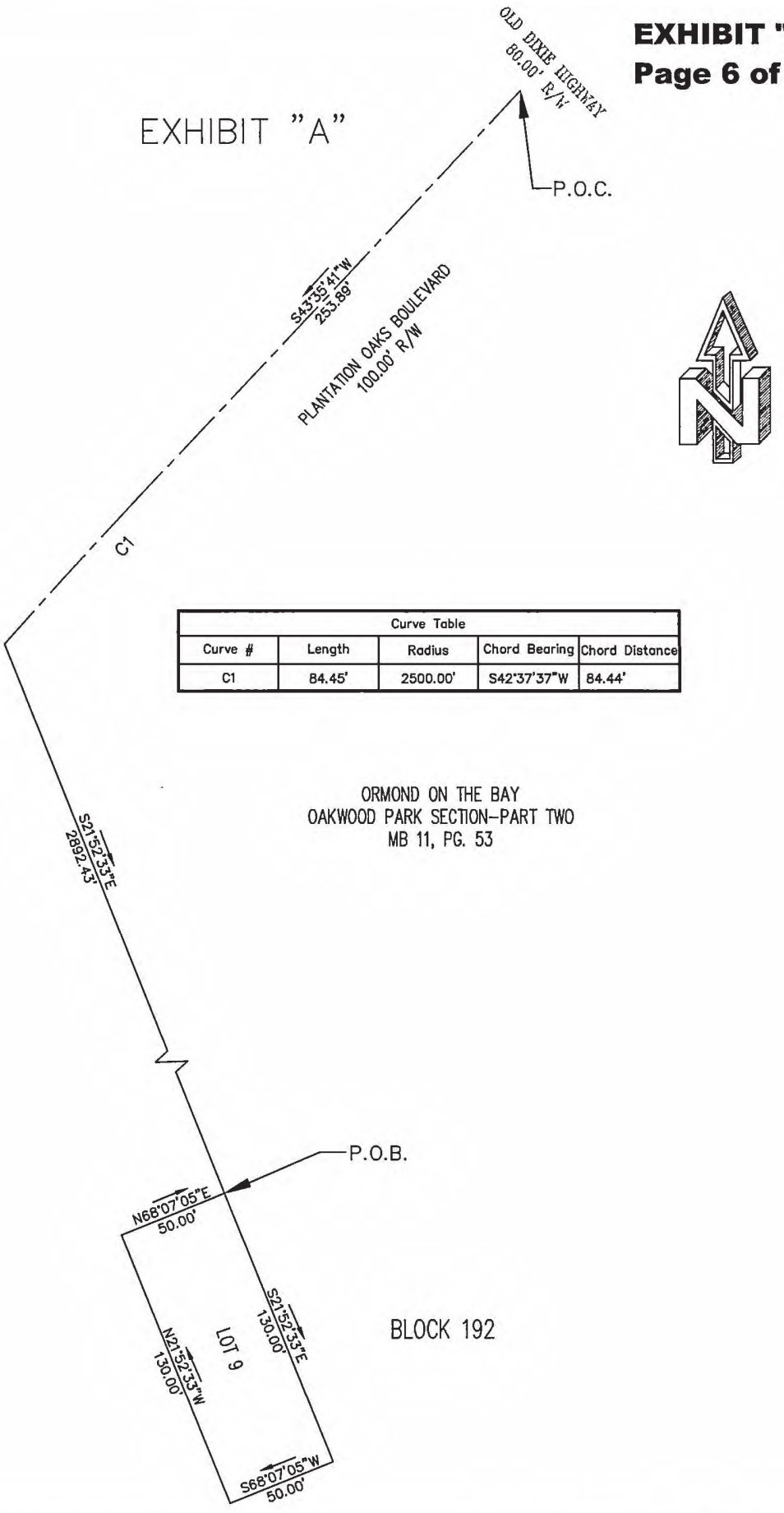
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

ORMOND ON THE BAY
OAKWOOD PARK SECTION–PART TWO
MB 11, PG. 53

BLOCK 192

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: TM

EXHIBIT "A"
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LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET: THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

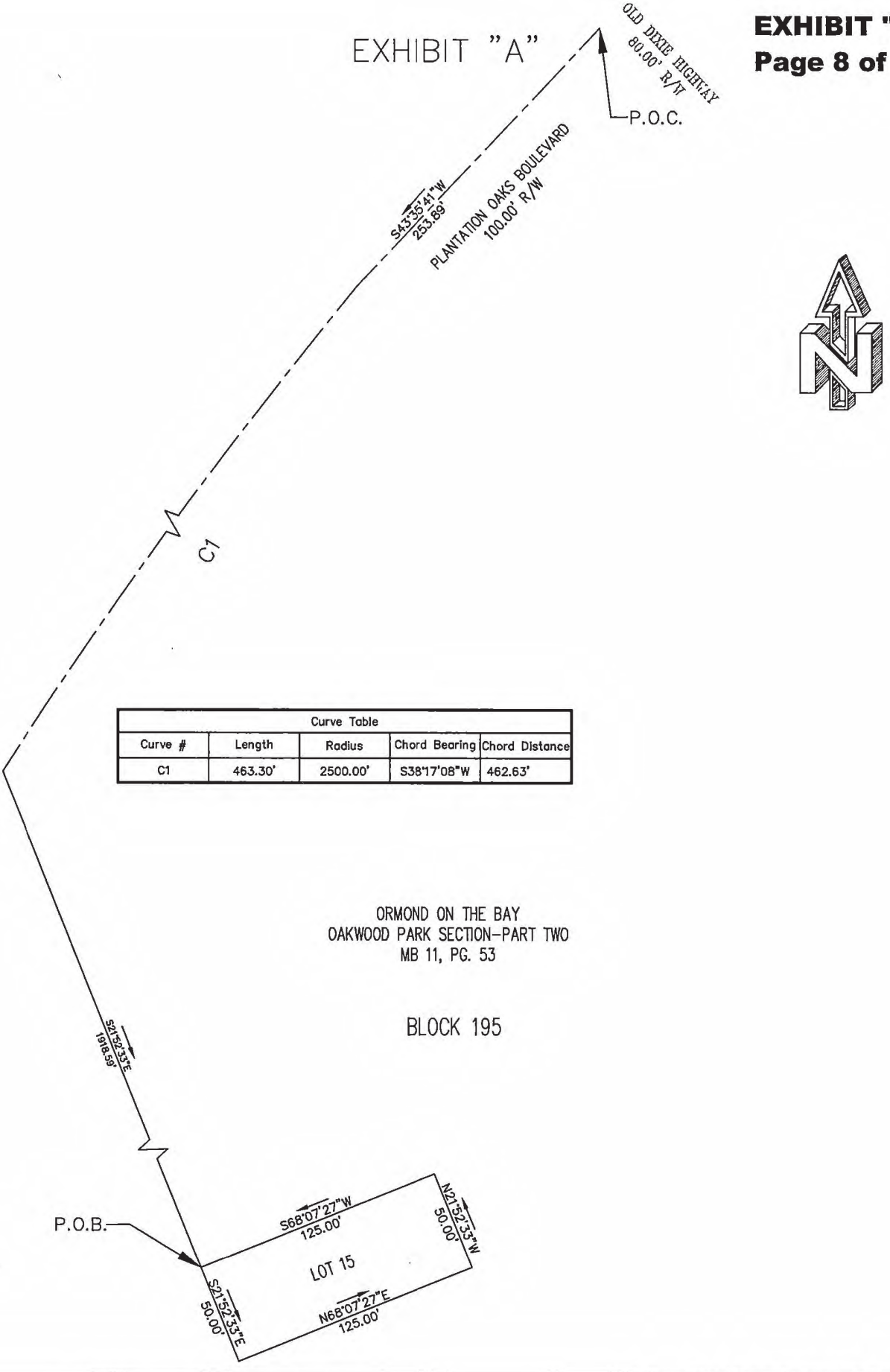
SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: GO

EXHIBIT "A"
Page 8 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

City of Ormond Beach
Engineering Division

DATE: 2/27/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 2 OF 2	DRAWN BY: TM

EXHIBIT "A"
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LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

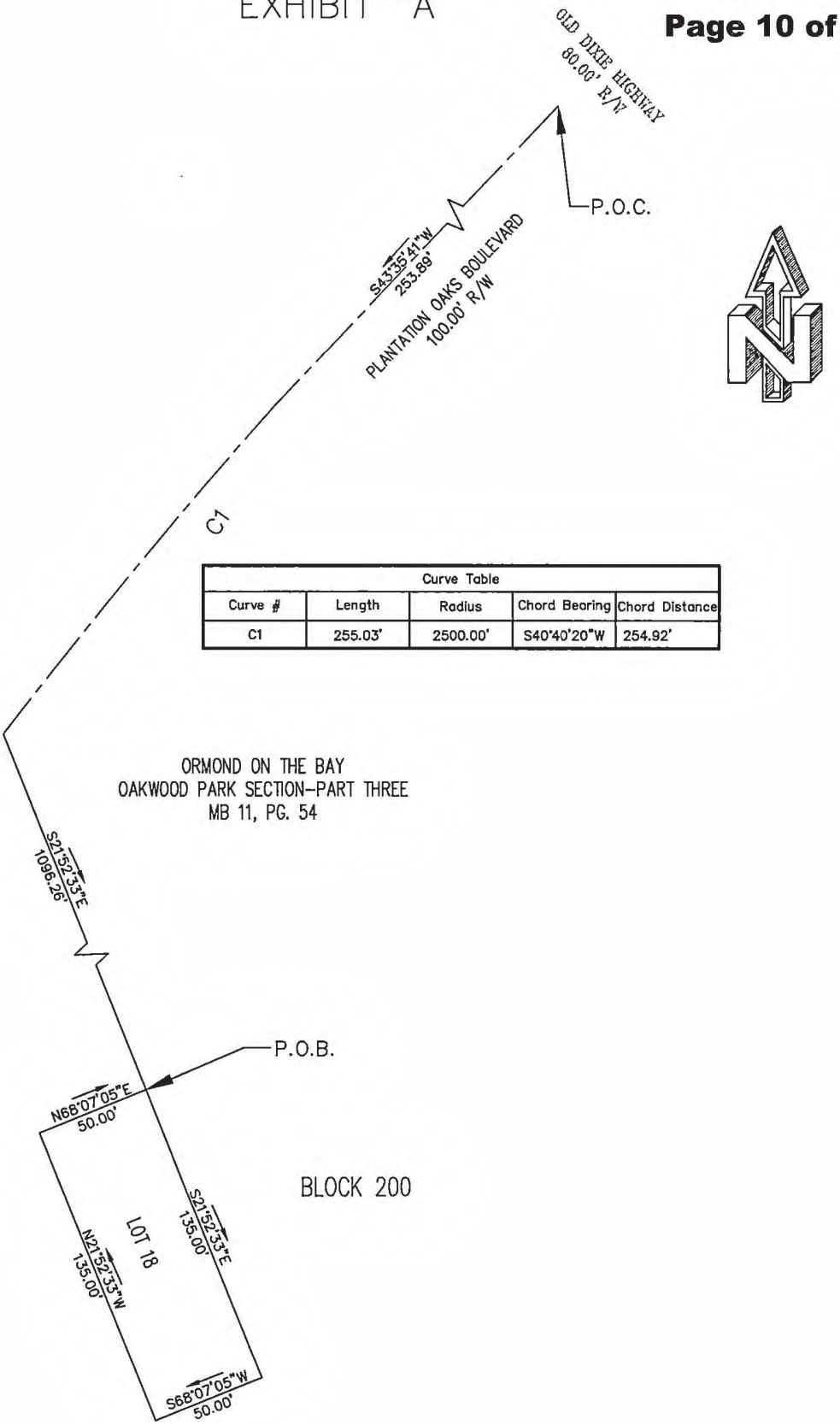
SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CG

EXHIBIT "A"
Page 10 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

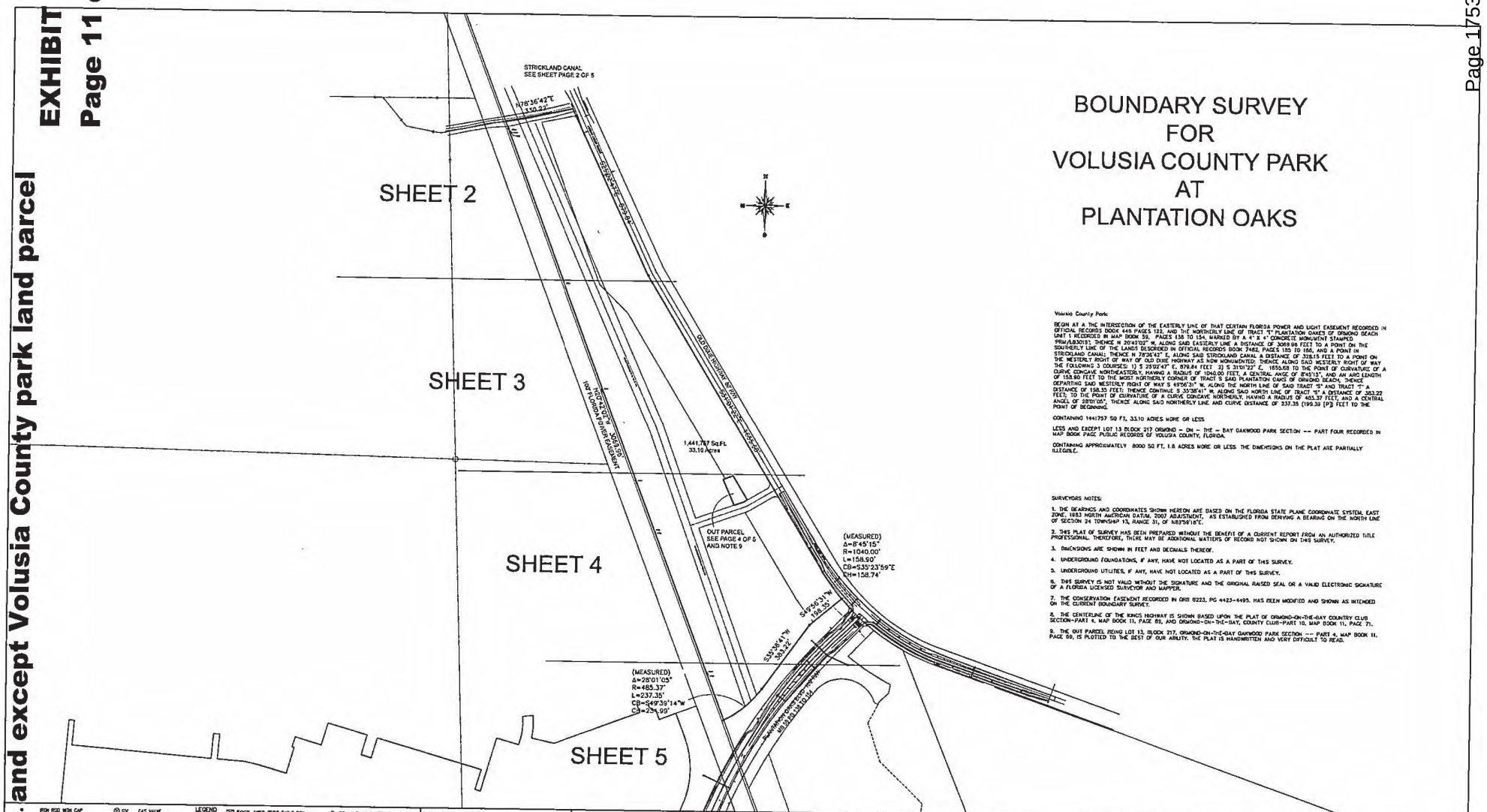
City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CC

Instrument #2022140339 #15 Book:8268 Page:2912

EXHIBIT "A"
Page 11 of 15

Less and except Volusia County park land parcel

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN at a TIC in the INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 448 PAGES 122, AND THE NORTHERLY LINE OF TRACT "I" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019; THENCE N 29°43'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3089.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 79°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°02'47" E, 879.84 FEET 2) S 31°01'22" E, 1855.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 353.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 485.37 FEET AND A CENTRAL ANGEL OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.33 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 15, RANGE 31, OF N83°56'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 89, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 89, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	DV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV RELIEF VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	ETMH GREASE TRAP MANHOLE
IRON PIPE	HHC HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM GAS METER	SGN SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB MAIL BOX	YL YARD LIGHT	RBO RELIEF BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UP UTILITY POLE	WETLANDS LOCATION
SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ED ELECTRIC SERVICE BOX	EXISTING ELEVATION

W/ WITH	ELEC ELECTRIC	GM GAS LINE MARKER	LP LIGHT POLE	-FO- BURIED FIBER OPTIC CABLE
(M) IRON ROD & CAP	ME MAP BOOK	R CENTRAL ANGLE	PP POWER POLE	-T- BURIED TELEPHONE CABLE
(R) IRON ROD (NO CAP)	PG PAGE	R RADIUS	PVC POLYVINYL CHLORIDE	-W- BURIED WATER LINE
(P) IRON PIPE & CAP	ORB OFFICIAL RECORDS BOOK	L ARC LENGTH	CONC CONCRETE	TSB TRAFFIC SIGNAL BOX	-E- BURIED ELECTRIC LINE
P.I. IRON PIPE (NO CAP)	(P) PLATTED DIMENSION	CB CHORD BEARING	RCB REINFORCED	R/W RIGHT OF WAY	-G- BURIED GAS LINE
CM CONCRETE MONUMENT	(D) DEED DIMENSION	CH CHORD DISTANCE	CO CLEANOUT	DW DRIVEWAY	-TV- BURIED TELEVISION LINE
NAD NAIL & DISK	(M) MEASURED DIMENSION	SAN SANITARY	EB ELECTRIC SERVICE	TOB TOP OF BANK	-FO- BURIED FIBERCABLE
FND FOUND	(C) CALCULATED DIMENSION	MH MANHOLE	CV CHECK VALVE	TOE TOE OF SLOPE	-OH- AERIAL UTILITY LINE
MW MONITORING WELL	(R) RADIAL	WES WITNESS END SECTION	IV IRRIGATION VALVE	CLR CENTERLINE OF SWALE	-ST- STORM WATER LINE
ID IDENTIFICATION	(NR) NON RADIAL	NAPE NON ELASTIC POLYETHYLENE PIPE	WV WATER VALVE	A/C AIR CONDITIONER	FPL ID FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	STA STATION	RCP REINFORCED CONCRETE PIPE	RV RELIEF VALVE	FNC FENCE	NGVD NATIONAL GEODETIC VERTICAL DATUM
SEC SECTION	EL ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	COW CORE OF WATER	NAVD NORTH AMERICAN VERTICAL DATUM
TWP TOWNSHIP	INV INVERT	CPP CORRUGATED PLASTIC PIPE	FH FIRE HYDRANT	U.E. UTILITY EASEMENT	FD&C FLORIDA DEPARTMENT OF TRANSPORTATION
RGE RANGE	℄ CENTERLINE	VCP VITRIFIED CLAY PIPE	TC TOP CORNER	A.E. ACCESS EASEMENT	SET & R SET IRON RODS AND CAP & REFERENCE MONUMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT, SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE	OK24	
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		MULTIPLE TRUNKS
CB	CHINABERRY TREE	HY	HOLLY	TREE SYMBOL	

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 210753.TXT
FIELD BOOK: 1409

PAGES: 12, 17, 19, 21

SHEET 5 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF		DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–	–
BOUNDARY SURVEY	: 05-25-2021	– 21-0753	–	–	TJ	JD
TOPOGRAPHIC SURVEY	:	–	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–	–
RECERTIFICATION	:	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3621 NOVA Road
PORT ORANGE, FL 32127
(386) 761-5383
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
Copyright © 2021 Sliger & Associates, Inc.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH, DESCRIPTION	COUNTY OF VOLUSIA		21-0753
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 1 OF 5

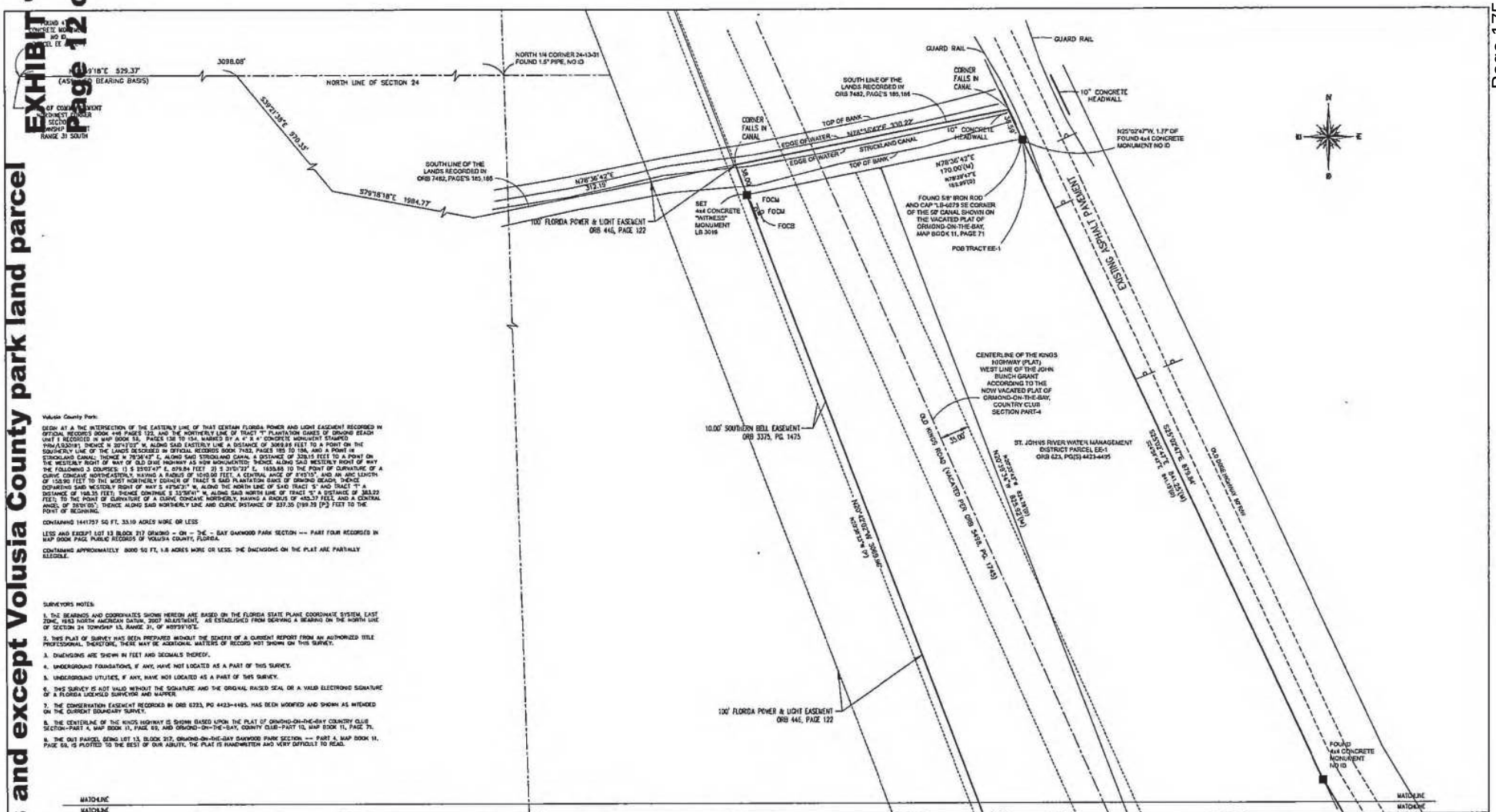
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.L.S. NO. 4567
JEFF W. BARNES, P.S.M. NO. 5578
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6200

EXHIBIT "A"
Page 12 of 15

Less and except Volusia County park land parcel



Volusia County Park:

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2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
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LEGEND

IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
IRON ROD	RLV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	STMH	STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
FD "X" CUT IN CONCRETE	GM	GAS METER	SGN	SIGN	CO	CLEAN OUT
CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBD	REUSE BLOWOUT ASSEMBLY
PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UTILITY POLE	UTILITY POLE		WETLANDS LOCATION
SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00+	EXISTING ELEVATION

ABBREVIATIONS

AZ	AZIMUTH	BLK	BLOCK	LP	LIGHT POLE	+FO	BURIED FIBER OPTIC CABLE
BM	BOOK	BS	BOTTOM SIDE	PP	POWER POLE	+TV	BURIED TELEPHONE CABLE
BC	BOOK	C	CENTRAL ANGLE	PVC	POLYVINYL CHLORIDE	+W	BURIED WATER LINE
BC	BOOK	CB	CATCH BASIN	CBC	CONCRETE	+E	BURIED ELECTRIC LINE
BF	BOOK	CB	CHORD BEARING	RES	RESERVOIR	+R	BURIED GAS LINE
BC	CONCRETE	CH	CHORD DISTANCE	CO	CLEANOUT	+TV	BURIED TELEVISION LINE
BAD	BAD	DIM	DIMENSION	EB	ELECTRIC SERVICE	+SO	TOP OF BANK
FND	FOUND	DM	DIAMETER	CV	CHECK VALVE	+SS	TOE OF SLOPE
HV	HOOK	DEL	DELTA	HV	IRRIGATION VALVE	+SS	CENTERLINE OF SWALE
IN	INCH	DWG	DRAIN BASIN	WV	WATER VALVE	A/C	AIR CONDITIONER
(TYP)	TYPIC	ELV	ELEVATION	RLV	REUSE VALVE	FNC	FENCE
REC	RECORD	EMP	EMPLOYEE	WM	WATER METER	EOM	EDGE OF WATER
SMP	SIGN	EMP	EMPLOYEE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RS	RAND	E	CENTERLINE	TP	TOP OF BANK	A.E.	ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — OK24 B — MULTIPLE TRUNKS — TREE SYMBOL

FOR: COUNTY OF VOLUSIA

SCALE: 1"=300' DATA: FILE: 21-0753.TXT FIELD BOOK: 1156 PAGE(S): 12, 17, 18, 25 SHEET 2 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:				
BOUNDARY SURVEY	: 05-25-2021	21-0753	—	TJ	JB
TOPOGRAPHIC SURVEY	:				
FOUNDATION LOCATION	:				
FINAL IMPROVEMENTS	:				
RECERTIFICATION	:				

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2421 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5383
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

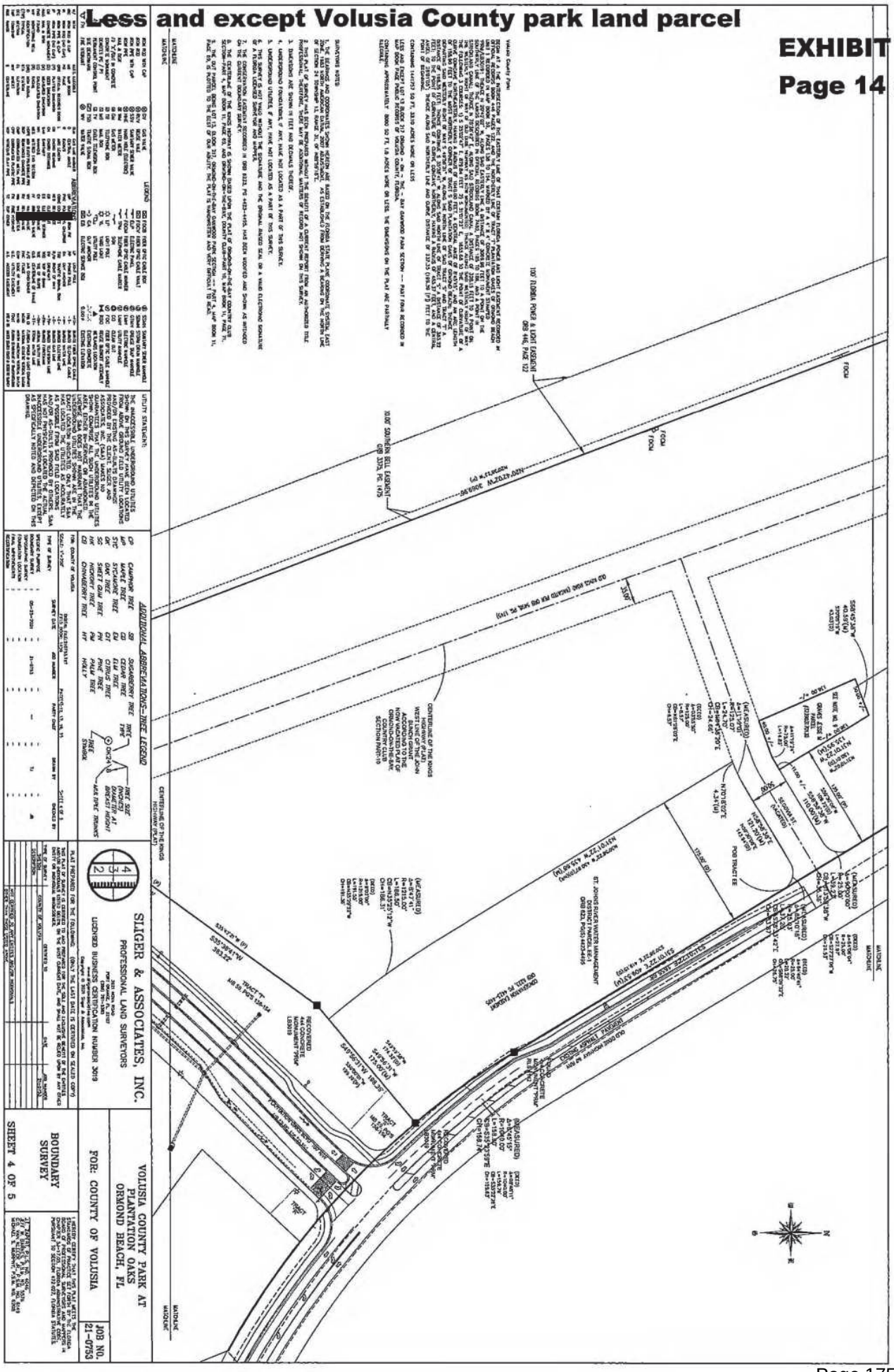
SHEET 2 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES, P.S.M. NO. 5576
E.G. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15

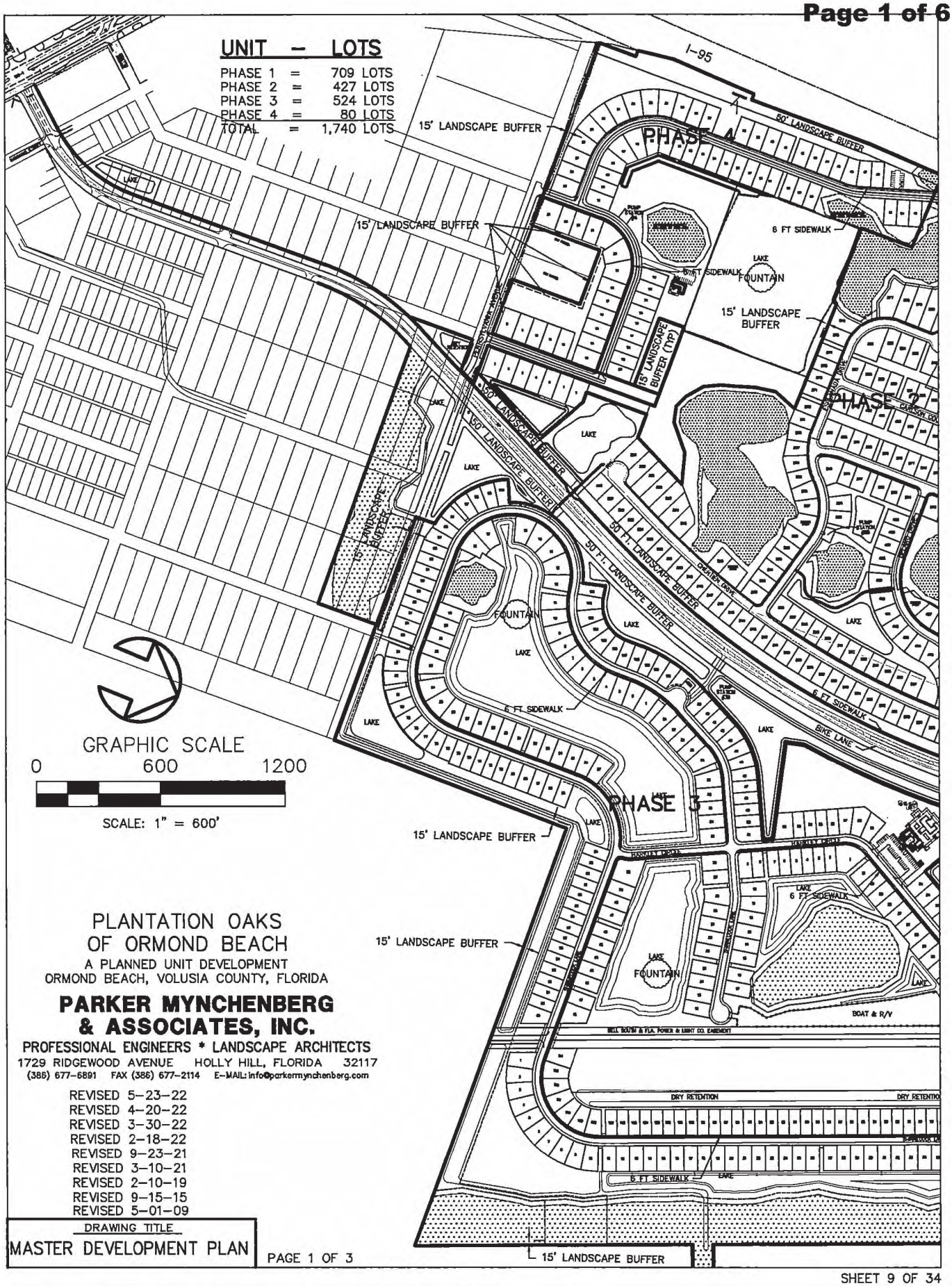

Less and except Volusia County park land parcel
EXHIBIT "A"
Page 14 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO.
21-0753
BOUNDARY
SURVEY
SHEET 4 OF 5

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 15 of 15

EXHIBIT "B"

~~Page 1 of 6~~



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

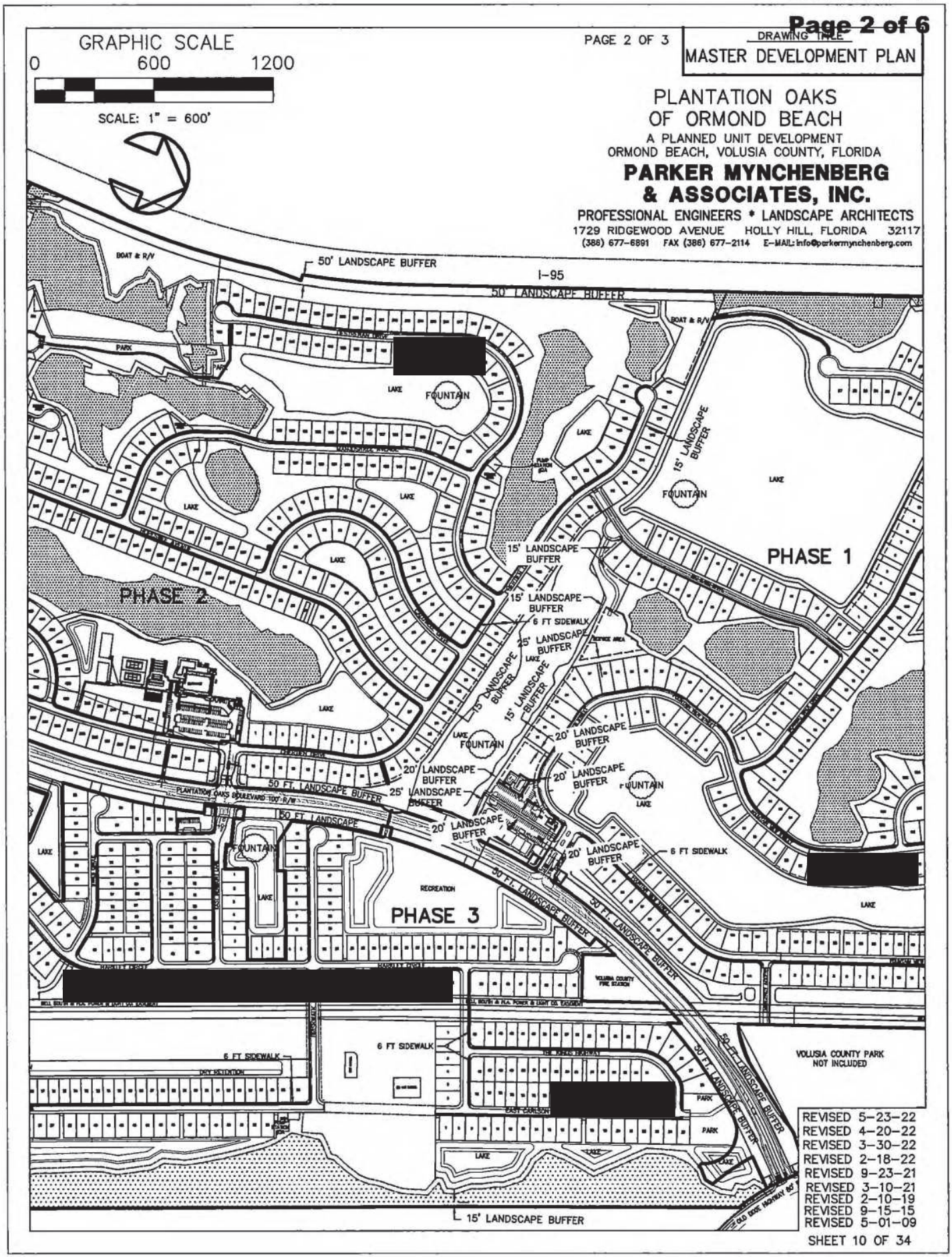
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"

Page 2 of 6



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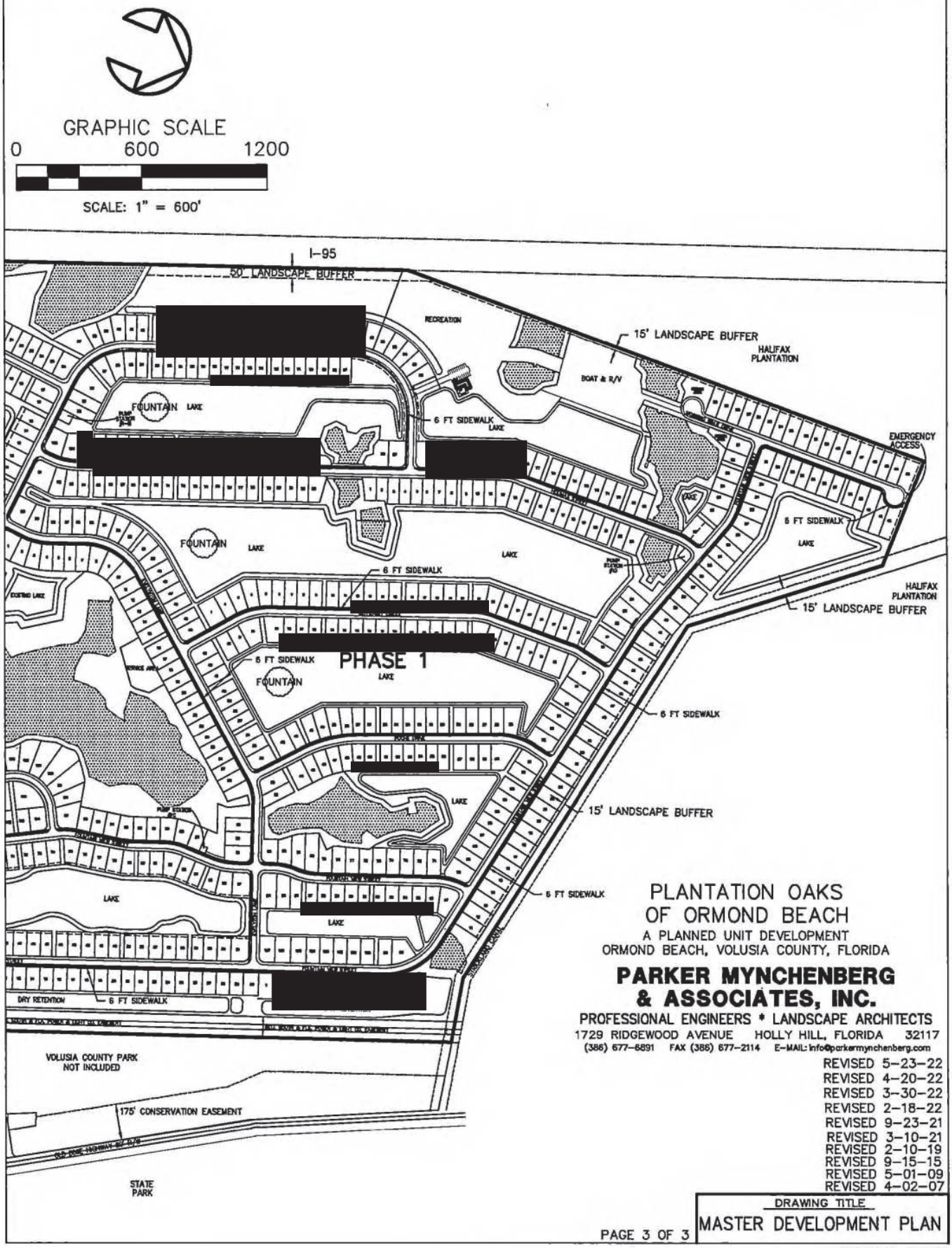


PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

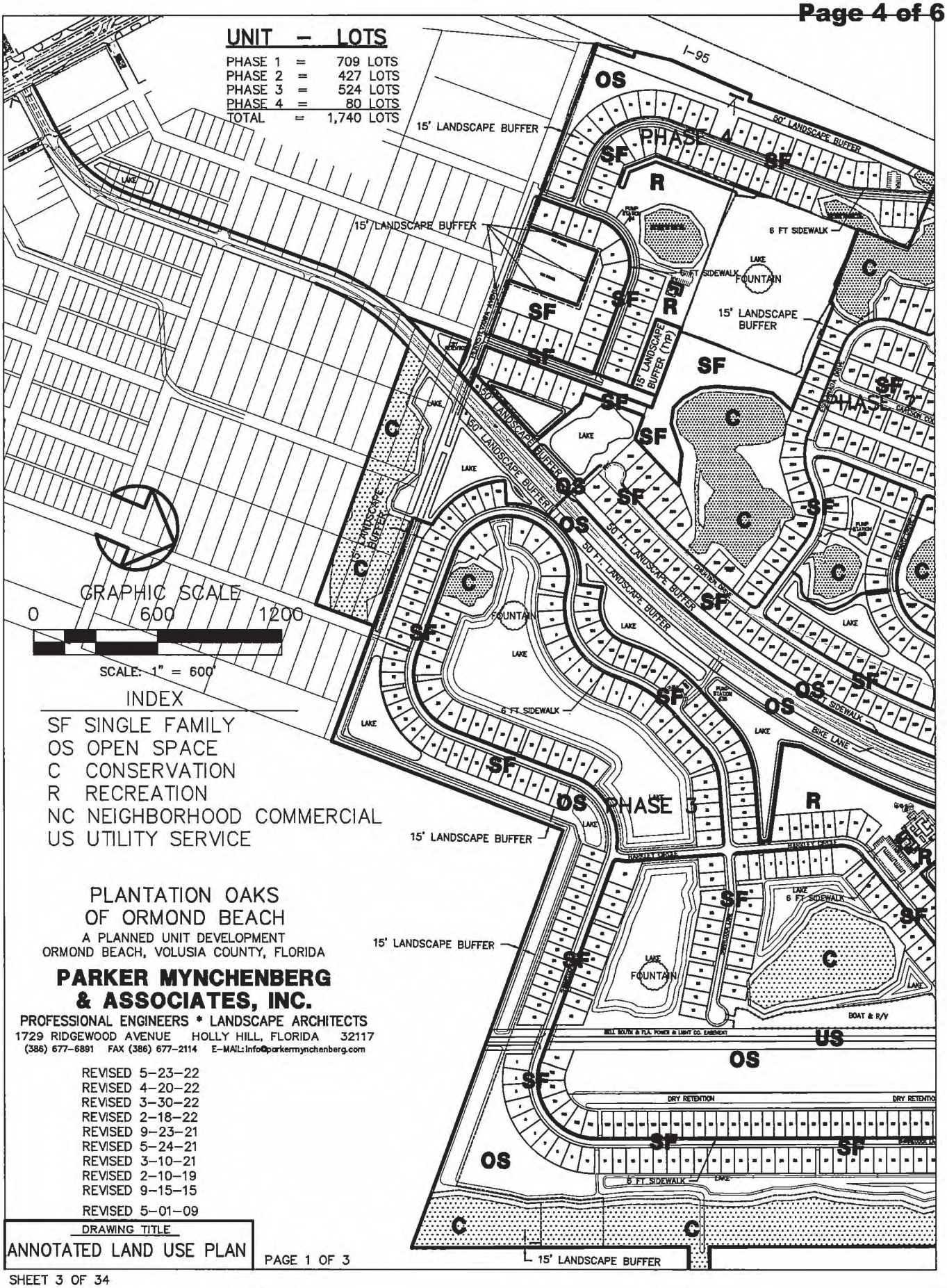
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

Page 4 of 6



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REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

Page 5 of 6

GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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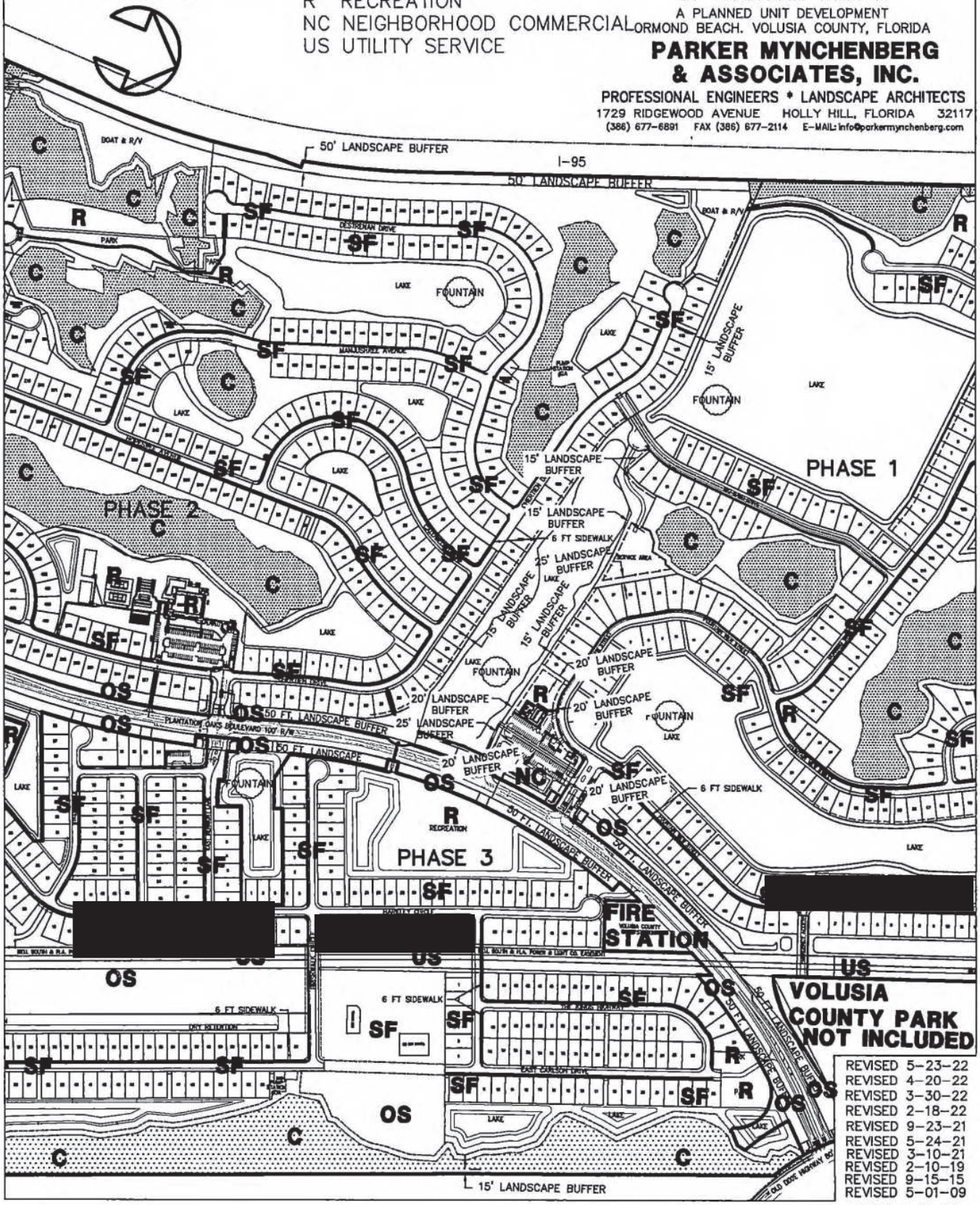

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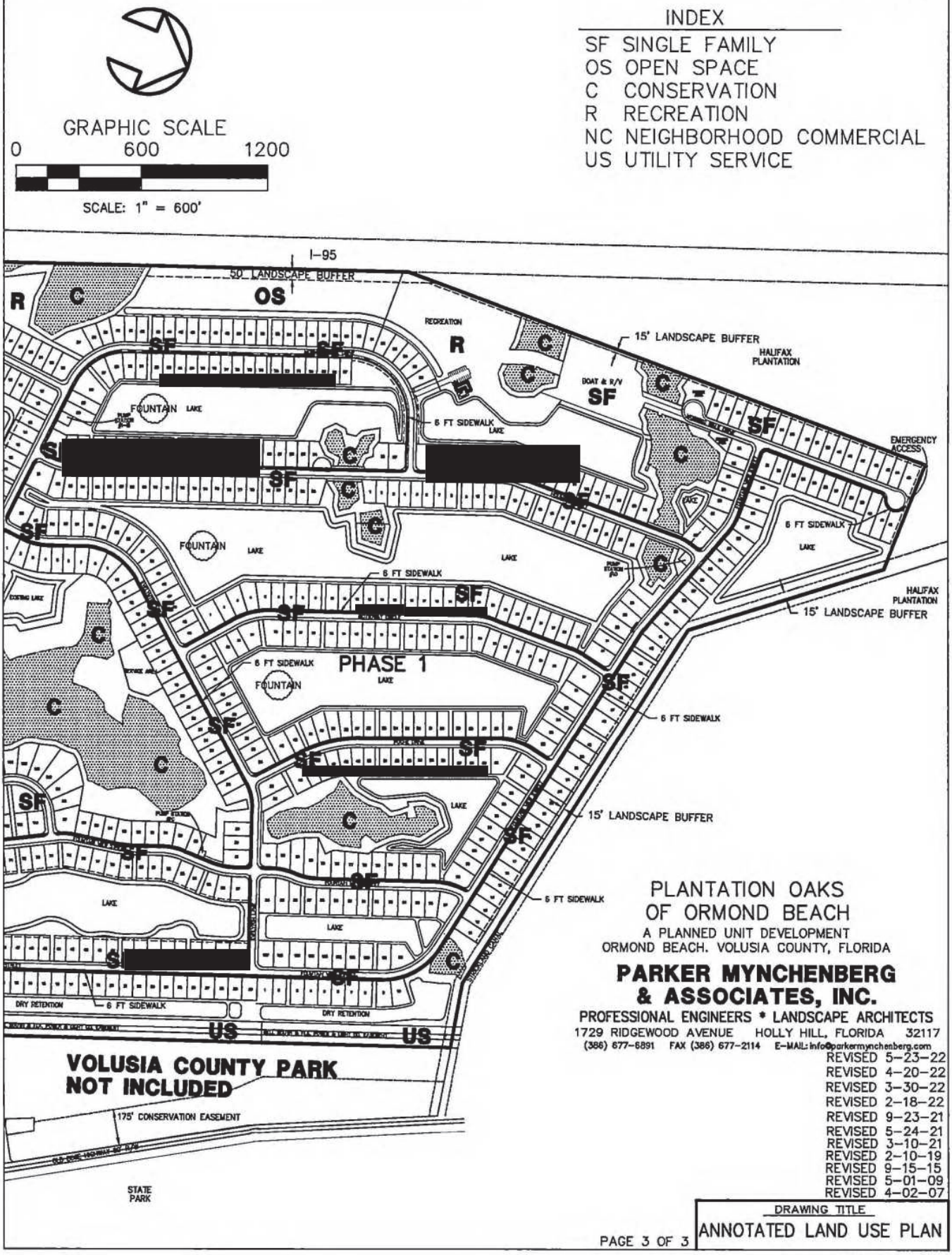
REVISED 5-01-09

SHEET 4 OF 34

EXHIBIT "B"

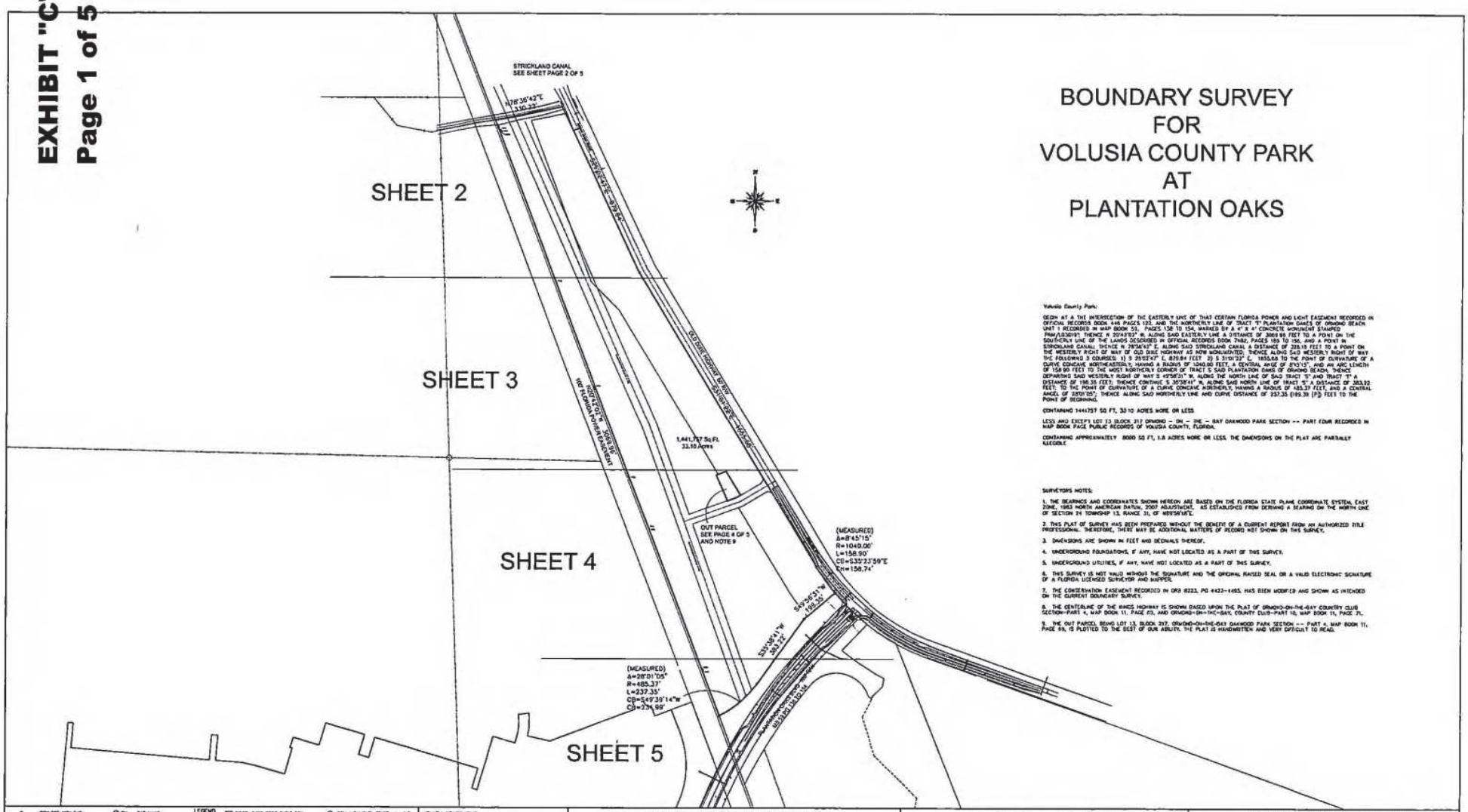
~~**Page 6 of 6**~~



SHEET 5 OF 34

Instrument #20221140339 #26 Book:8268 Page:2923

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 20, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LB30191, THENCE N 20°43'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 2062.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°57'49" E, 829.84 FEET 2) S 31°01'22" E, 1855.58 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 43°56'51" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "F" A DISTANCE OF 1858.30 FEET; THENCE CONTINUE S 30°38'41" W, ALONG SAID NORTH LINE OF TRACT "F" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (195.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13, BLOCK 217 ORMOND – ON – SEA – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°54'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4465, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE RANGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-SEA COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 23, AND ORMOND-ON-THE-SEA, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-SEA OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

ABBREVIATIONS

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL — OK24

FOR COUNTY OF VOLUSIA

SCALE: 1"=200'

TYPE OF SURVEY	DIGITAL FILE/ 210753.TXT FIELD BOOK(S): 1456	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:		–	–	–	–
BOUNDARY SURVEY	:	05-25-2021	21-0753	–	TJ	JB
TOPOGRAPHIC SURVEY	:		–	–	–	–
FOUNDATION LOCATION	:		–	–	–	–
FINAL IMPROVEMENTS	:		–	–	–	–
RECERTIFICATION	:		–	–	–	–

SHEET 1 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3671 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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PLAT PREPARED FOR THE FOLLOWING. (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO:	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

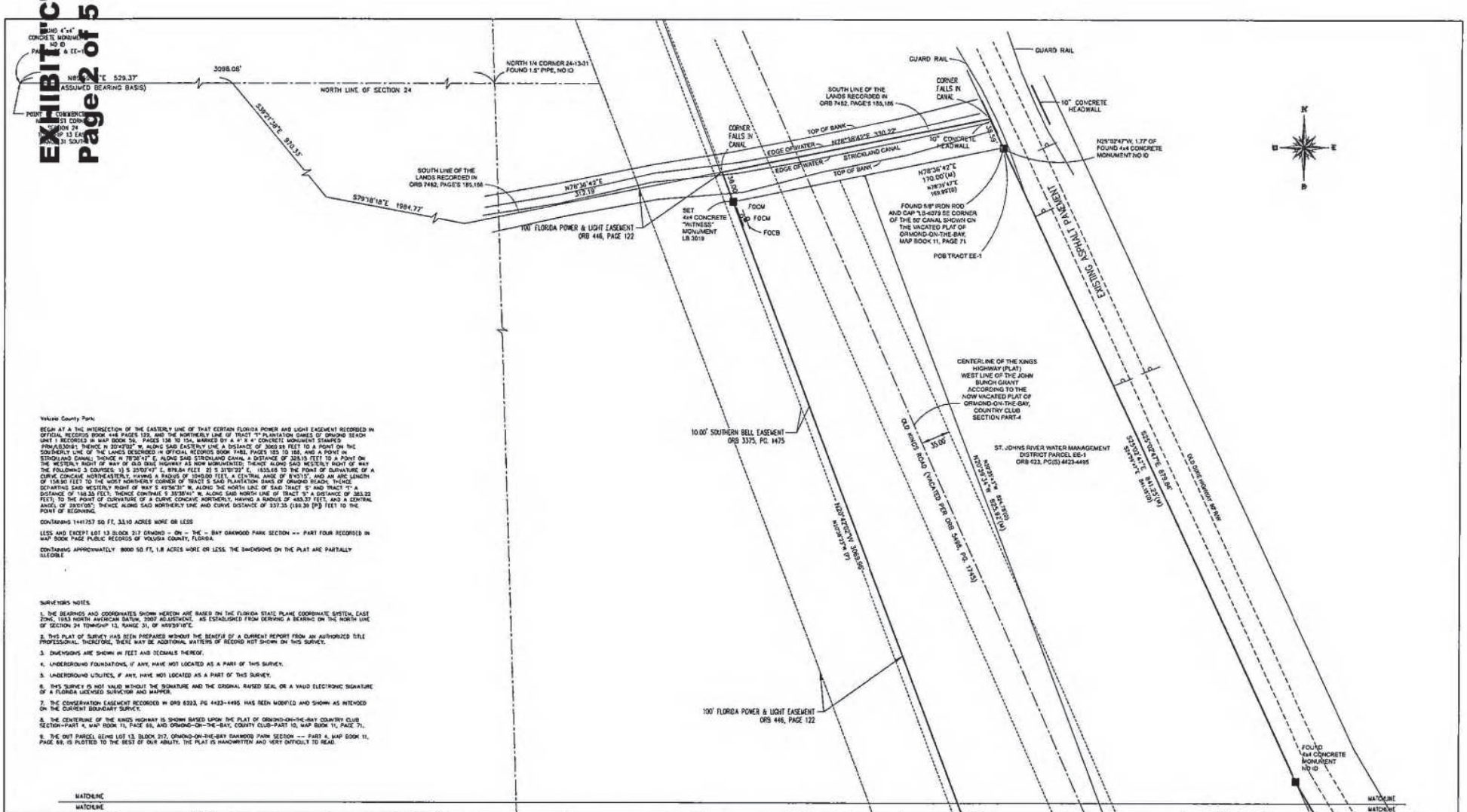
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 5576
STATE OF FLORIDA
JEFF M. DARNELL, P.S.M. NO. 5576
C.D. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

SHEET 1 OF 5

EXHIBIT "C"
Page 2 of 5



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LEGEND

IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
IRON ROD	RUV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
IRON PIPE	HHC	HAND HOLE (EFFECTIVE)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
FD "X"/DIT IN CONCRETE	GM	GAS METER	SIGN	SIGN	CO	CLEAN OUT
CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UTILITY POLE	UTILITY POLE		WETLANDS LOCATION
SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION

ABBREVIATIONS

PV	WITH	VLEE	ALLEGIBLE	SLM	GAS LINE MARKER	LP	LIGHT POLE
BC	IRON ROD & CAP	MB	MAP BOOK	S	CENTRAL ANGLE	PP	POWER POLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PHE	PELTAMINE ENCLOSURE
IPC	IRON PIPE & CAP	DBK	DEFINING RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	REC	RESIDENCE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CD	CHORD DISTANCE	CO	CLEANOUT
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	EX	ELECTRIC SERVICE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	H	HIGHWAY VALVE
DI	DESCRIPTION	(MP)	NON RADIAL	NOPE	NON-DIRECT PULLSTRIKE PIPE	WV	WATER VALVE
(TYP)	TYPICAL	STA	STATION	NOP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER
TWP	TOWNSHIP	MV	MIDDLE	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT
RGE	RANGE	C	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP CORNER

UTILITY STATEMENT:

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SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — OK24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE: 210753.TXT
FIELD BOOK: 1436
PAGE(S): 12, 17, 19, 25
SHEET 2 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	-	-	-	-	-
BOUNDARY SURVEY	05-25-2021	21-0753	-	TJ	JB
TOPOGRAPHIC SURVEY	-	-	-	-	-
FOUNDATION LOCATION	-	-	-	-	-
FINAL IMPROVEMENTS	-	-	-	-	-
DECERTIFICATION	-	-	-	-	-

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3927 NOVA ROAD
PORT ORANGE, FL 32127
(386) 760-5382
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

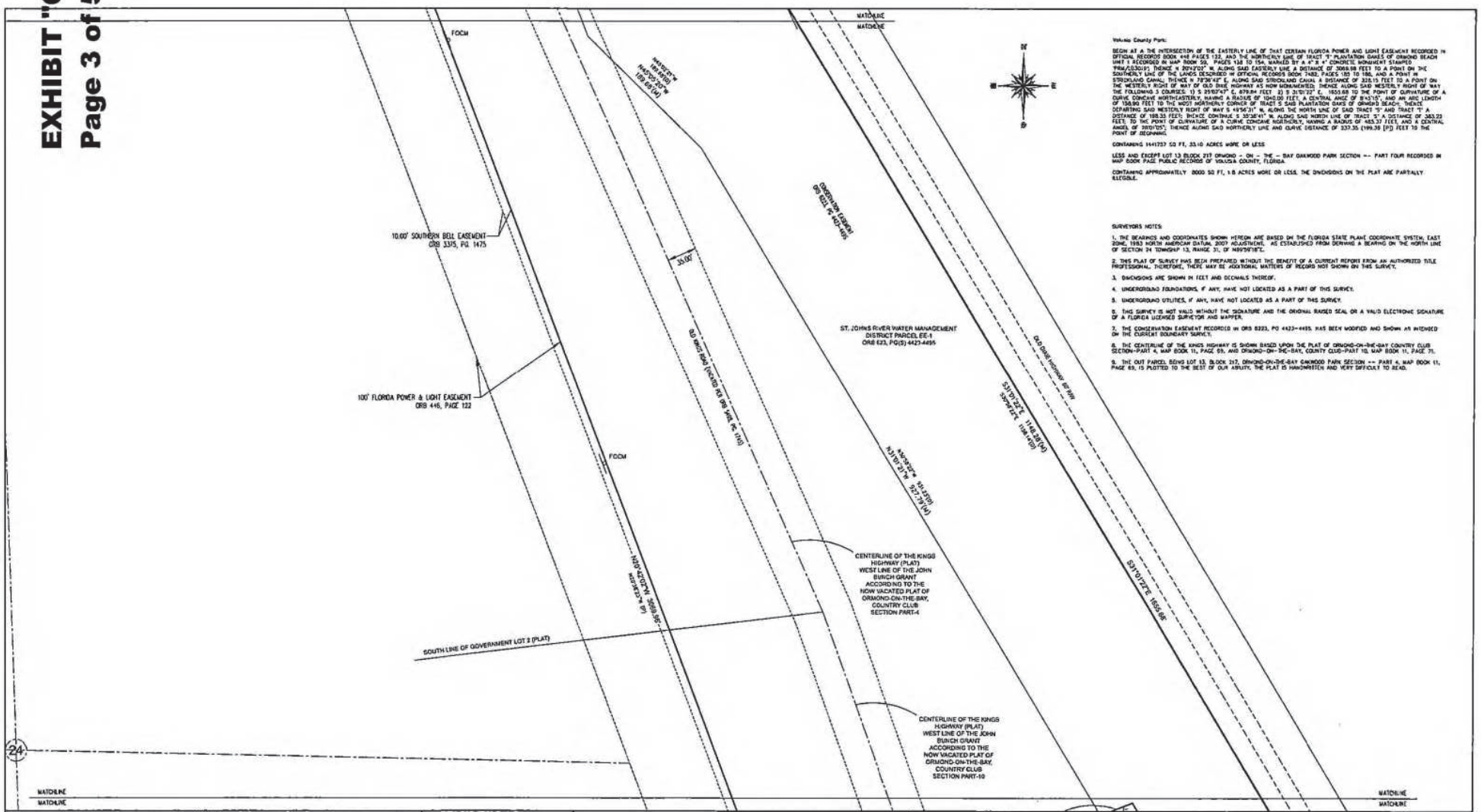
SHEET 2 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEF ZAPERT, P.L.S. NO. 4045
JEFF W. BARNES, P.S.M. NO. 5576
C.G. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

Instrument #2022140339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 50, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3081; THENCE N 80°47'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3068.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 183 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'49" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 679.84 FEET 2) S 31°07'22" E, 1803.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°43'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKES OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 188.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 465.37 FEET, AND A CENTRAL ANGEL OF 20°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°59'58"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY, THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV REUSE VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	GTMH GREASE TRAP MANHOLE
IRON PIPE	MHE HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM GAS METER	SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MARKER
BENDERS PC / PT	MB MAIL BOX	YL YARD LIGHT	REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	WETLANDS LOCATION
S/E BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ELECTRIC SERVICE BOX	EXISTING ELEVATION

ABBREVIATIONS

W/ WITH	LSE LEASE LINE	GLA GAS LINE MARKER	DIP DUCTILE IRON PIPE	LP LIGHT POLE	-T/- BURIED FIBER OPTIC CABLE
MK MAG ROD & CAP	MB MAP BOOK	E CENTRAL ANGLE	PVC POLYVINYL CHLORIDE	PP POWER POLE	-T/- BURIED TELEPHONE CABLE
IR IRON ROD (NO CAP)	PAGE	R RADIUS	CONC CONCRETE	GA GUY ANCHOR	-W/- BURIED WATER LINE
IPC IRON PIPE & CAP	OFFICIAL RECORDS BOOK	L ARC LENGTH	TOB TOP OF BANK	TSB TRAFFIC SIGNAL BOX	-E/- BURIED ELECTRIC LINE
IP IRON PIPE (NO CAP)	PLATTED BEARING/DISTANCE	CB CHORD BEARING	BFS BASEFENCE	R/W RIGHT OF WAY	-G/- BURIED GAS LINE
CM CONCRETE MONUMENT	DEED BEARING/DISTANCE	CH CHORD DISTANCE	CO CLEANOUT	DH DRIVEWAY	-T/- BURIED TELEVISION LINE
NAIL & DISK NAIL & DISK	MEASURED BEARING/DISTANCE	SAN SANITARY	EG ELECTRIC SERVICE	TOB TOP OF BANK	-FM- BURIED FORCEMAIN
TBM TEMPORARY BENCHMARK	CALCULATED BEARING/DISTANCE	MH MANHOLE	CV CHECK VALVE	TOS TOE OF SLOPE	-RW- REUSE UTILITY LINE
MW MONITORING WELL	RADIAL	NTS NOT TO SCALE	IV IRRIGATION VALVE	CLS CENTERLINE OF STAKE	-ST- STORM WATER LINE
ID IDENTIFICATION	NON RADIAL	NAVD NAD 88 (1983) (NSRS 2007)	WV WATER VALVE	A/C AIR CONDITIONER	FPL/D FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	STATION	RCP REINFORCED CONCRETE PIPE	RV RELIEF VALVE	FNC FENCE	MEAS MEASURED ELECTRIC SERVICE METER
SEC SECTION	ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	COM EDGE OF WATER	NAVD NORTH AMERICAN VERTICAL DATUM
TWP TOWNSHIP	INVERT	CPP CORRUGATED PLASTIC PIPE	FH FIRE HYDRANT	M.E. UTILITY EASEMENT	FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
RNG RANGE	CENTERLINE	VCP VITRIFIED CLAY PIPE	TC TOP CONCRETE	M.E. WATER EASEMENT	NAD 83 NORTH AMERICAN DATUM OF 1983

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP CAMPHOR TREE	SB SUGARBERRY TREE		
MP MAPLE TREE	CD CEDAR TREE		
SYC SYCAMORE TREE	EM ELM TREE		
OK OAK TREE	CIT CITRUS TREE		
SG SWEET GUM TREE	PN PINE TREE		
HK HICKORY TREE	PM PALM TREE		
CB CHINABERRY TREE	HY HOLLY		

TREE TYPE — OK24.8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 21-0753.DWG
FIELD BOOK: N/A

PAGE(S): 17, 18, 23

SHEET 3 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753		TJ	JH
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2634 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 3 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JT PARCEL B.L.K. NO. 4046
SEC 24 TWP 13 S RGE 31 E
ST. JOHNS R.W.M.D. PARCEL EE-1
ORB 6223, PG(S) 4423-4495
MICHAEL S. MURPHY, P.S.M. NO. 6508

EXHIBIT "C"
Page 4 of 5

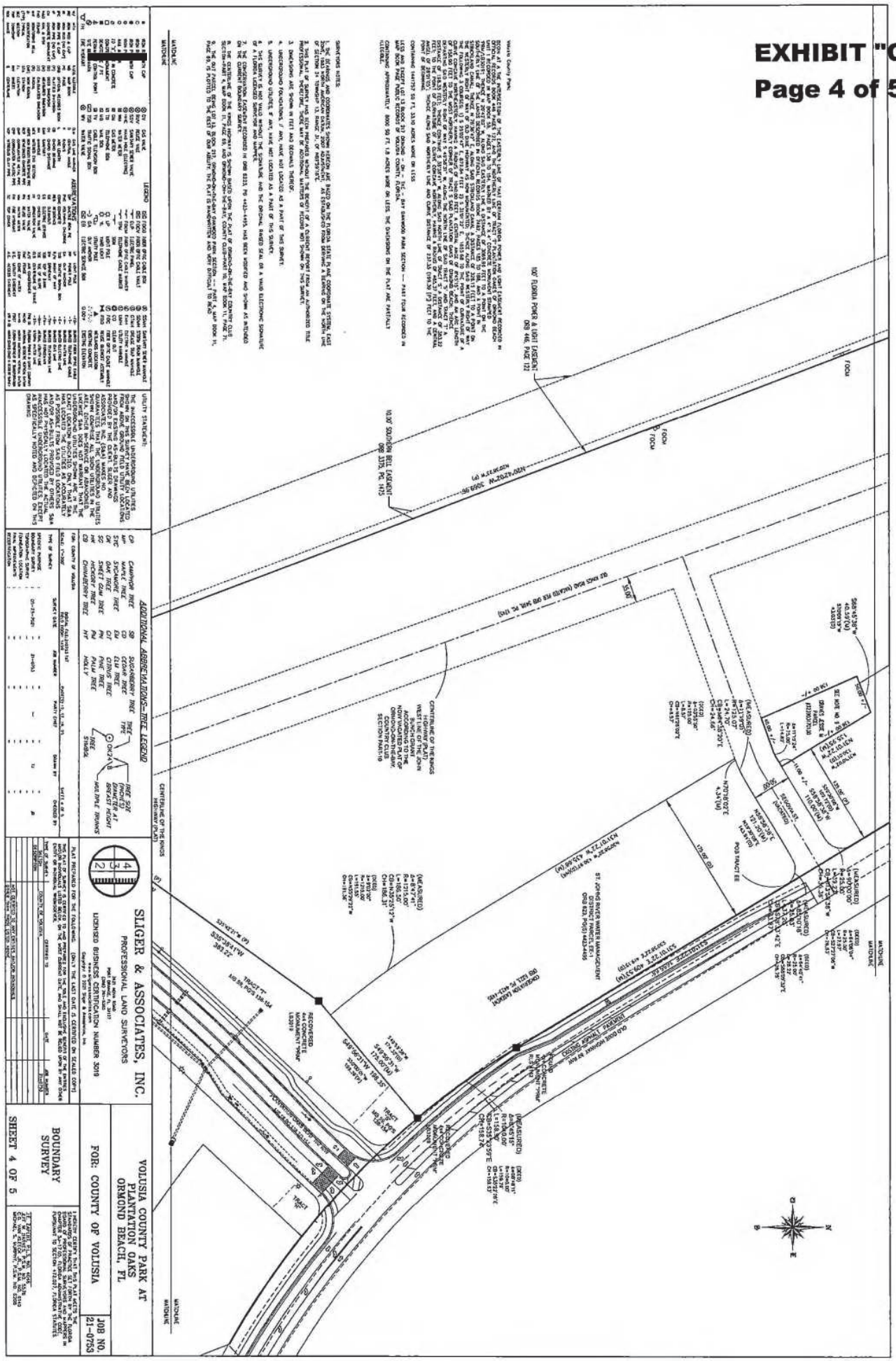


EXHIBIT "C"
Page 5 of 5

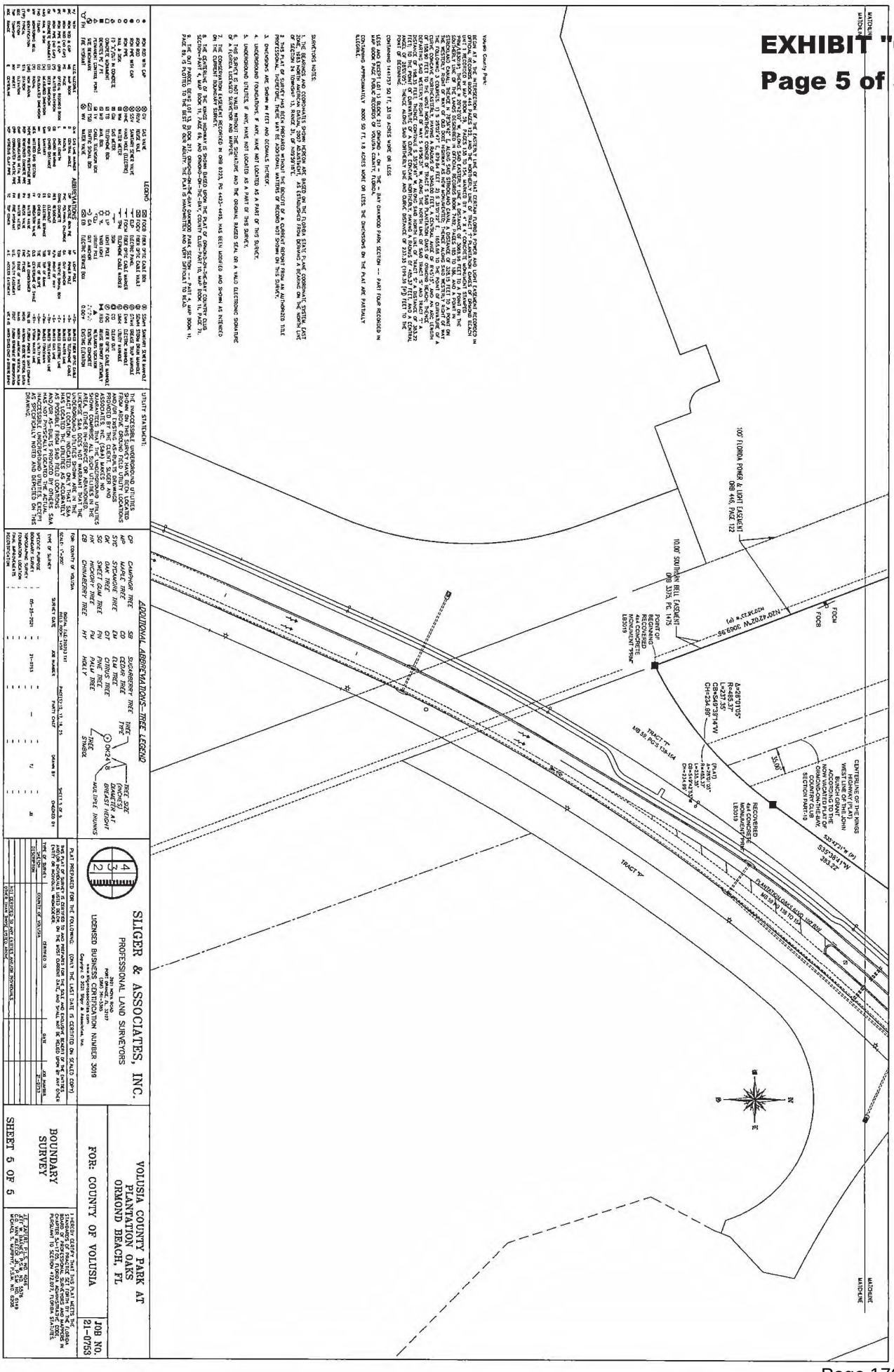


EXHIBIT "D"
Page 1 of 3

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"

Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from

April 11, 2024

ITEM:

PZ-2024-010

Fountain View, Phase 1B
Final Plat

Ms. Shull asked for clarification on where wells are. Mr. Spraker replied that there are wells in Rima Ridge in Volusia County and within Flagler County that pull from the same aquifer.

Mr. Stephenson concurred that the wells are in Volusia County and Flagler County from the same aquifer source. He elaborated that the City converses with St. John's River Water Management District (SJRWMD), who regulates the entire waterbody. Each entity has to communicate with SJRWMD on what they are specifically allowed to draw.

Mr. Jorczak asked if the State regulates how deep a well can go. Mr. Stephenson commented that he is not certain as SJRWMD gets involved with that aspect. He added that below the normal upper Florida aquifer, there is brackish water, going through the confining layer, where a lot of the technology is moving, as opposed to affecting the upper Florida aquifer.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Jorczak motioned to approve PZ 2023-077, Comprehensive Plan Amendments, Water Supply Work Plan. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. PZ 2024-010, Fountain View, Phase 1B, Final Plat

Mr. Spraker explained the application for a final plat for a 137-lot single-family subdivision on approximately 63.22 acres. The Fountain View, Phase 1B subdivision, part of Phase 1 of the Plantation Oaks Planned Residential Development (PRD), is located on the west side of Plantation Oaks Boulevard next to I-95. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and the preliminary plat, Resolution 2024-29. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. He concluded that final plats are reviewed by the Site Plan Review Committee (SPRC), City Attorney's Office, and a City Surveyor and the Site Plan Review Committee (SPRC) recommends approval.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. du Moulin asked about flooding issues with the amount of homes going up. He continued inquiring about any Police and Fire Chiefs concerns with response time. Mr. Spraker replied that the property is not in the flood zone. It is in flood zone x. He continued that when it was in Volusia County, there was an extensive water review for both the County and SJRWMD. Mr. Spraker added that it has extensive coordinated stormwater review. He continued that the Police and Fire Chiefs have been involved since the property was annexed into the City in 2019, where the annexation commenced in 2015. Mr. Spraker commented that it is not a new subdivision and has been around since 1986 in Volusia County and has gone through a number of reiterations. If it was not built in Ormond Beach, it would have been

built in Volusia County. Mr. Spraker continued that one of the advantages of annexation was to ensure that they are both manufactured homes and single-family homes. The Monthly Development Report specifies all of the projects. Mr. Spraker concluded that the Master Plan has been updated and the facility planning for water and sewer have been in process for a long period of time, as with the stormwater and schools.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, stated that the site is outside of the 500-year flood plain and is high-and-dry at a 35 elevation. The bottom of Plantation Oaks elevation is at a 9. He continued that gravity is working at Interstate 95 to the park and is not in the 100-year flood plane in zone x. Mr. Mynchenberg added that when the 18-hole golf course was eliminated there is now three to four times the required stormwater treatment. He commented that this development is the least prone to flooding out of all of his projects.

Mr. du Moulin expressed his water, wastewater and Waste Pro concerns with the growth of the City.

Mr. Mynchenberg commented on the high cost to treat the stormwater and with the increase in customers/residents, the cheaper it gets per gallon to do. A lot of residents money goes towards the infrastructure. He added that there are reuse lines and lake withdrawals proposed in the plats. The City has contracts with Waste Pro which are negotiated and proposed annually.

Mr. du Moulin remarked that Waste Pro increased. Mr. Mynchenberg responded that it is a big expense with the cost of gas and inflation, and explained that employee increases are up to 6 percent some places.

Mr. du Moulin asked if there was a way to decrease the number of 'pick-ups' with Waste Pro, eliminating one of them.

Mr. Spraker refocused the Board back to the topic of the final plat.

Mr. Jorczak asked Mr. Mynchenberg if there are more water retention/detention ponds in this development than in Ormond Lakes, and asked about ponding. Mr. Mynchenberg confirmed that yes, there are, and that the ponds are all interconnected.

Mr. Mynchenberg referenced the new Waterstone Community along the north property line. He advised that Strickland Canal provides the discharge for all of them and that a similar canal on Pennsylvania Avenue was created. It was discussed and determined that there is more stormwater treatment than in Ormond Lakes, but that Ormond Lakes has wetlands at much lower elevations. Mr. Mynchenberg reassured that it is not going to flood.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Jorczak motioned to approve PZ 2024-010, Fountain View, Phase 1B, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development (PRD), is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond that would require additional public hearings. Mr. Spraker stated that the Site Plan Review Committee (SPRC) recommends approval of the preliminary plat.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, stated that he has been busy over the last year including weekends and explained that Plantation Oaks is completely designed including Archers Mill, Fountain View and Bradford Lakes. He reviewed the preliminary plats being reviewed this evening, D, E and F. Mr. Mynchenberg concluded that the applications for the project are coming to an end because it is completely designed.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Railsback asked if land was dedicated for a fire station. Mr. Mynchenberg responded that the County owns the fire station site as it was deeded to them, and there is a negotiation going on between the County and City for the City to acquire the site. He added that there is a fire station at Southland and Halifax Plantation which provide good service.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Railsback motioned to approve SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

D. SPRC 2024-000017, Fountain View, Phase 1E, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development, is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-10

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "FOUNTAIN VIEW, PHASE 1B" SUBDIVISION, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; 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 an application submitted from Plantation Oaks of Ormond Beach, LLC, for a final plat for a 137-lot single-family subdivision on approximately 63.22 acres. The Fountain View, Phase 1B subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard.

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 21, 2024 - City Commission

Number: 9.G

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-84
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Fountain View, Phase 1D, Preliminary Plat		
Summary:	This application was submitted from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Blvd. The subdivision land area is part of a parcel at 1700 Plantation Oaks Blvd. The preliminary plat allows the construction of subdivision improvements and land division consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The zoning approval for the subdivision occurred with ordinances 2021-03 and 2022-16. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board reviewed the proposed preliminary plat at the April 11, 2024 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed preliminary plat.		
Financial Impact:	The proposed preliminary plat has no direct financial impact, and the project developer is required to install all subdivision improvements. The project is a private subdivision, and the City will only be responsible for utility improvements after subdivision improvements are constructed.		
Citizen Impact:	The preliminary plat is a technical review of the subdivision of land to verify consistency with the Planned Development. The Plantation Oaks subdivision has been planned with multiple public hearings through the Development of Regional Impact and planned development process.		

	The subdivision is not anticipated to have a negative citizen impact. The land area is designated for single-family residential development.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the proposed preliminary plat for Fountain View, Phase 1D, consisting of 103 lots on approximately 62.14 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-84 Fountain View, Phase 1D Preliminary Plat (P24-0079G) 2. Exhibit A, Fountain View, Phase 1D, Preliminary Plat 3. Exhibit B, Fountain View, Phase 1D, Construction Plans 4. 04.11.2024, Fountain View, Phase 1D, Preliminary Plat, PB Staff Report (8.5X11) 5. 04.11.2024, Planning Board minutes, FV, Phase 1D Preliminary Plat
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "FOUNTAIN VIEW, PHASE 1D", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Property Owner") has submitted the preliminary plat for the "Fountain View, Phase 1D" subdivision, and

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for "Fountain View, Phase 1D" is shown within Phase 1 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 103-lot preliminary plat for the "Fountain View, Phase 1D" 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 approved by Ordinances 2021-03 and 2022-16, 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 21, 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 "Fountain View, Phase 1D" subdivision.

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

APPROVED AND AUTHENTICATED, this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 11

FOUNTAIN VIEW, PHASE 1D

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

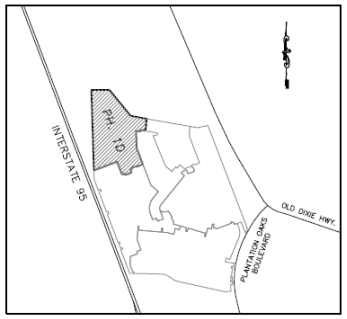
Page 1783 of 2272

LEGAL DESCRIPTION:

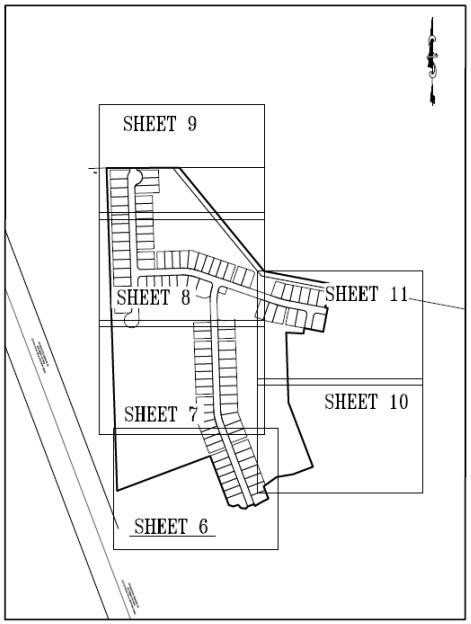
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2899.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET TO THE POINT OF BEGINNING; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 2345.81 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°59'18"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 529.38 FEET; THENCE DEPARTING SAID NORTH LINE, S39°21'36"E, A DISTANCE 970.32 FEET; THENCE S79°18'18"E, A DISTANCE OF 483.75 FEET; THENCE S10°41'42"W, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E, A DISTANCE OF 18.76 FEET; THENCE S10°41'42"W, A DISTANCE OF 175.00 FEET; THENCE N79°18'18"W, A DISTANCE OF 139.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF S06°34'20"W, AND A CHORD DISTANCE OF 39.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE N86°53'56"W, A DISTANCE OF 126.72 FEET; THENCE S01°53'56"E, A DISTANCE OF 507.37 FEET; THENCE S20°49'12"E, A DISTANCE OF 499.33 FEET; THENCE S69°10'48"W, A DISTANCE OF 155.53 FEET; THENCE S80°46'21"W, A DISTANCE OF 120.61 FEET; THENCE S53°53'21"W, A DISTANCE OF 115.40 FEET; THENCE S20°49'12"E, A DISTANCE OF 94.88 FEET; THENCE S63°08'36"W, A DISTANCE OF 62.41 FEET; THENCE S59°03'34"W, A DISTANCE OF 48.70 FEET; THENCE N20°49'12"W, A DISTANCE OF 14.74 FEET; THENCE S69°10'48"W, A DISTANCE OF 50.00 FEET; THENCE S42°16'21"W, A DISTANCE OF 20.94 FEET; THENCE N83°22'14"W, A DISTANCE OF 35.41 FEET; THENCE N40°15'45"W, A DISTANCE OF 31.01 FEET; THENCE S71°41'43"W, A DISTANCE OF 37.45 FEET; THENCE N73°13'10"W, A DISTANCE OF 34.29 FEET; THENCE N20°49'12"W, A DISTANCE OF 381.71 FEET; THENCE S69°26'25"W, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2706678.28 SQUARE FEET, 62.137 ACRES



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

INDEX OF SHEETS:

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3–5	KEY SHEETS
6–11	DETAIL SHEETS

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1D", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

THE 37.50 FOOT RIGHT OF WAY FOR STRICKLAND CANAL IS HEREBY DEDICATED IN FEE TO THE COUNTY OF VOLUSIA.

A PORTION OF TRACT 1D-2, IS HEREBY SUBJECT TO A 10.00 FOOT WIDE AND A 20.00 FOOT WIDE MAINTENANCE ACCESS EASEMENT BOTH BEING ADJACENT TO THE STRICKLAND CANAL RIGHT OF WAY AND ARE HEREBY DEDICATED TO COUNTY OF VOLUSIA FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS STRAFFORD AVENUE, FOUNTAIN VIEW STREET, HOUMAS STREET, NOTTOWAY CIRCLE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACT 1D-2 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

TRACT 1D-1 & 1D-3 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
_____ PLANTATION OAKS OF ORMOND BEACH LLC.,
_____ A FLORIDA LIMITED LIABILITY COMPANY
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1D" 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

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 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

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

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1D

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____–____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS PHASE 1A RECORDED IN O.R. BOOK 7584 PAGE 1319.

7. 1.0 FOOT NON–VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS IS PERMITTED.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK ___, PAGE ___, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. TRACTS 1D–1 & 1D–3 ARE SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

18. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

19. TRACT A PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

TOTAL PHASE 1D SITE AREA = 62.137 ACRES
TOTAL L.F. OF ROADS PH. 1D = 4377.13 L.F.

LOTS 400–502	18.320 ACRES
PARCEL A LIFT STATION	0.060 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD	5.226 ACRES
TRACT 1D–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	11.432 ACRES
TRACT 1D–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.836 ACRES
TRACT 1D–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	18.980 ACRES
STRICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY	1.277 ACRES

TOTAL NUMBER OF LOTS = 103 LOTS
TOTAL NUMBER OF TRACTS = 4
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
FOUNTAIN VIEW STREET	1443.65 L.F.
HOUMAS STREET	1676.74 L.F.
STRAFFORD AVENUE	1106.74 L.F.
NOTTOWAY CIRCLE	150.00 L.F.

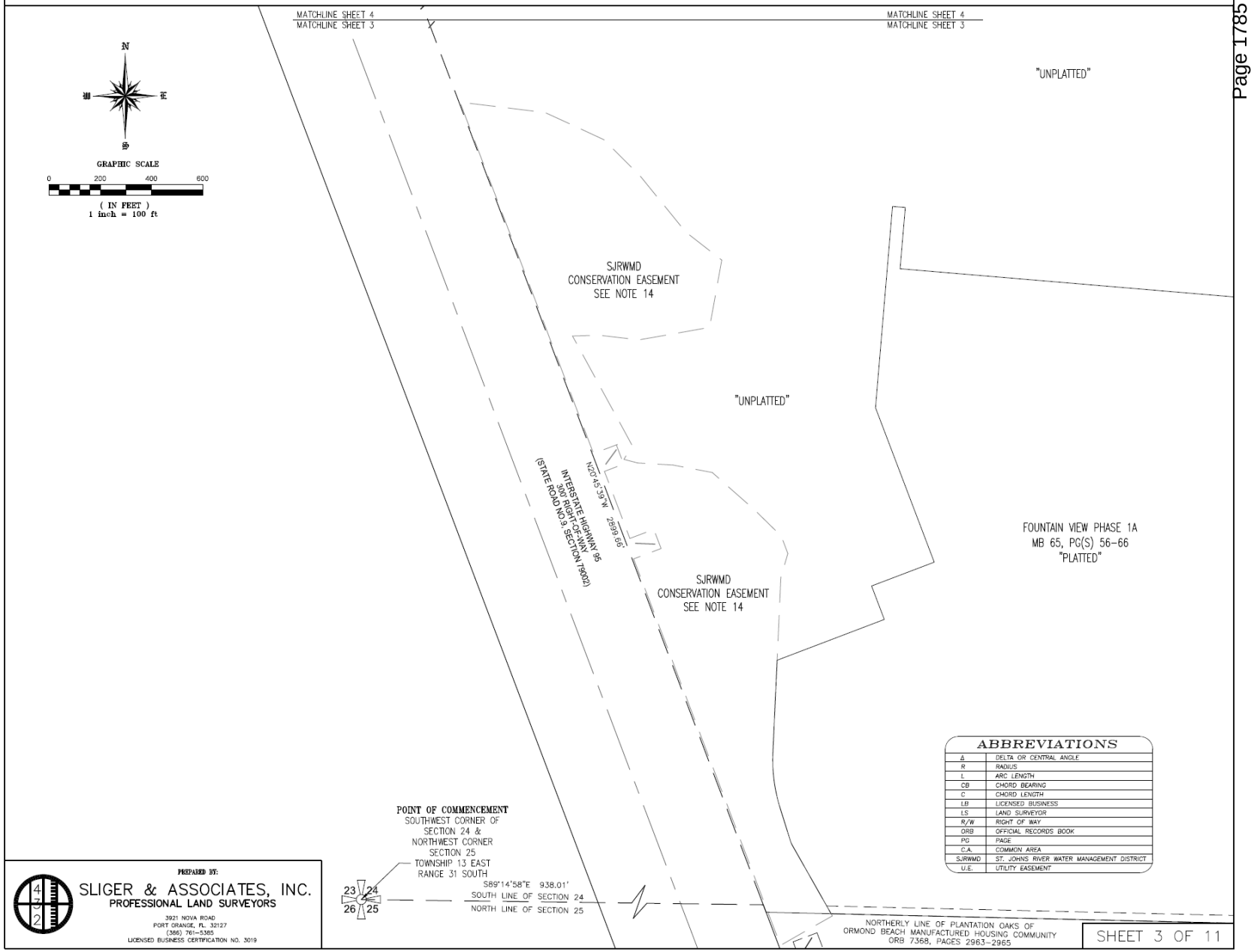
SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1D

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1D

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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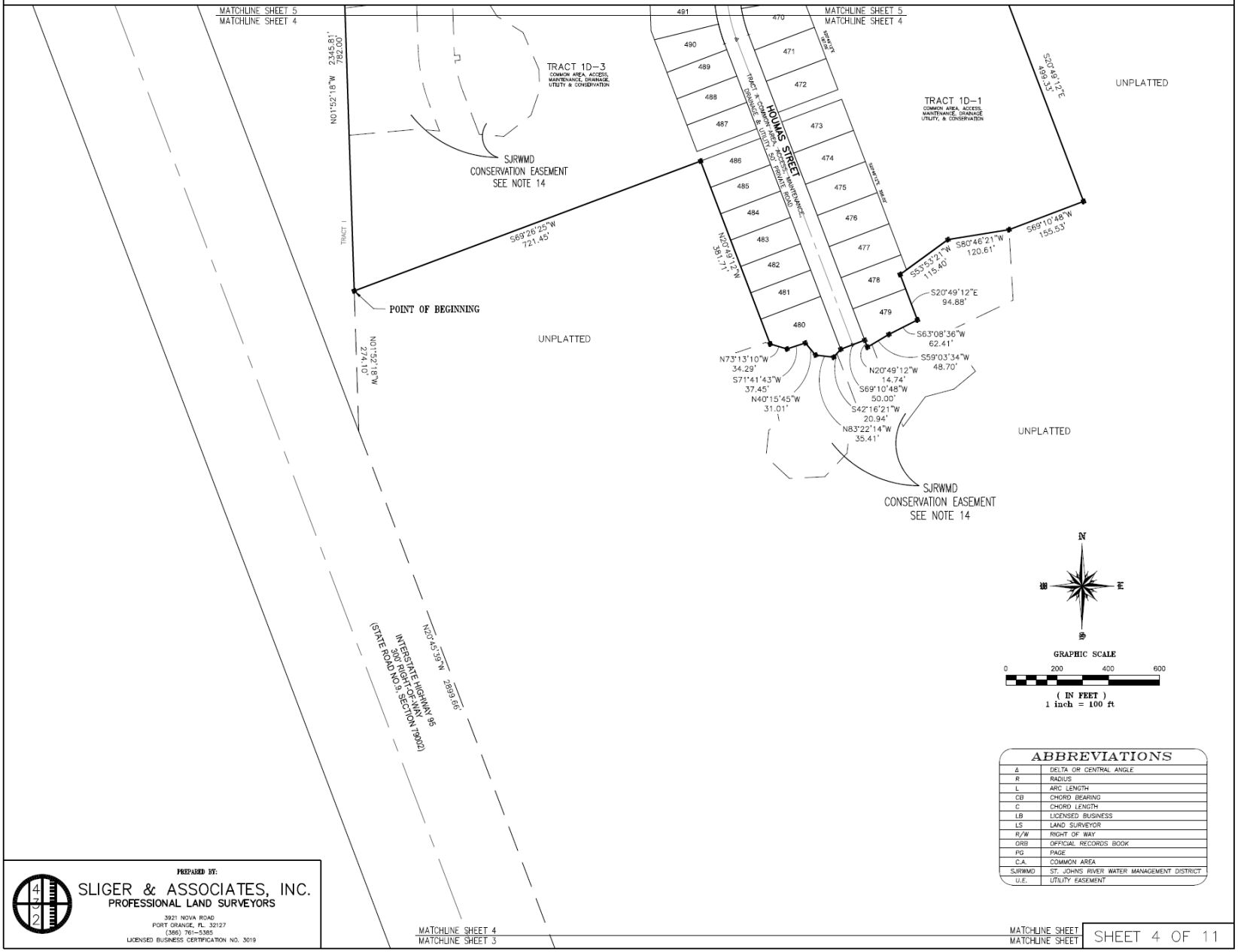

N

W E

S

GRAPHIC SCALE

0 200 400 600

(IN FEET)
1 inch = 100 ft

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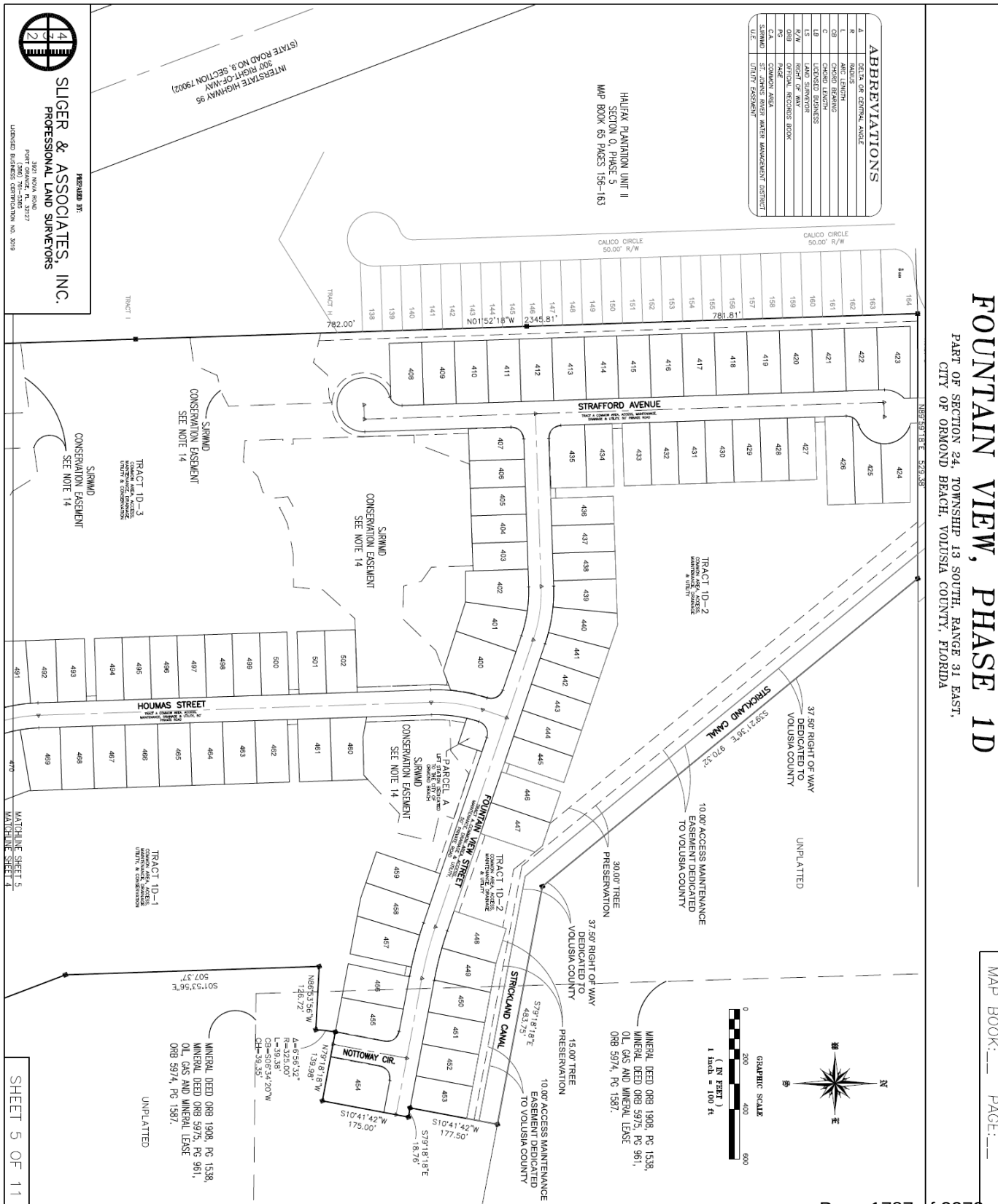

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SHEET 5 OF 11

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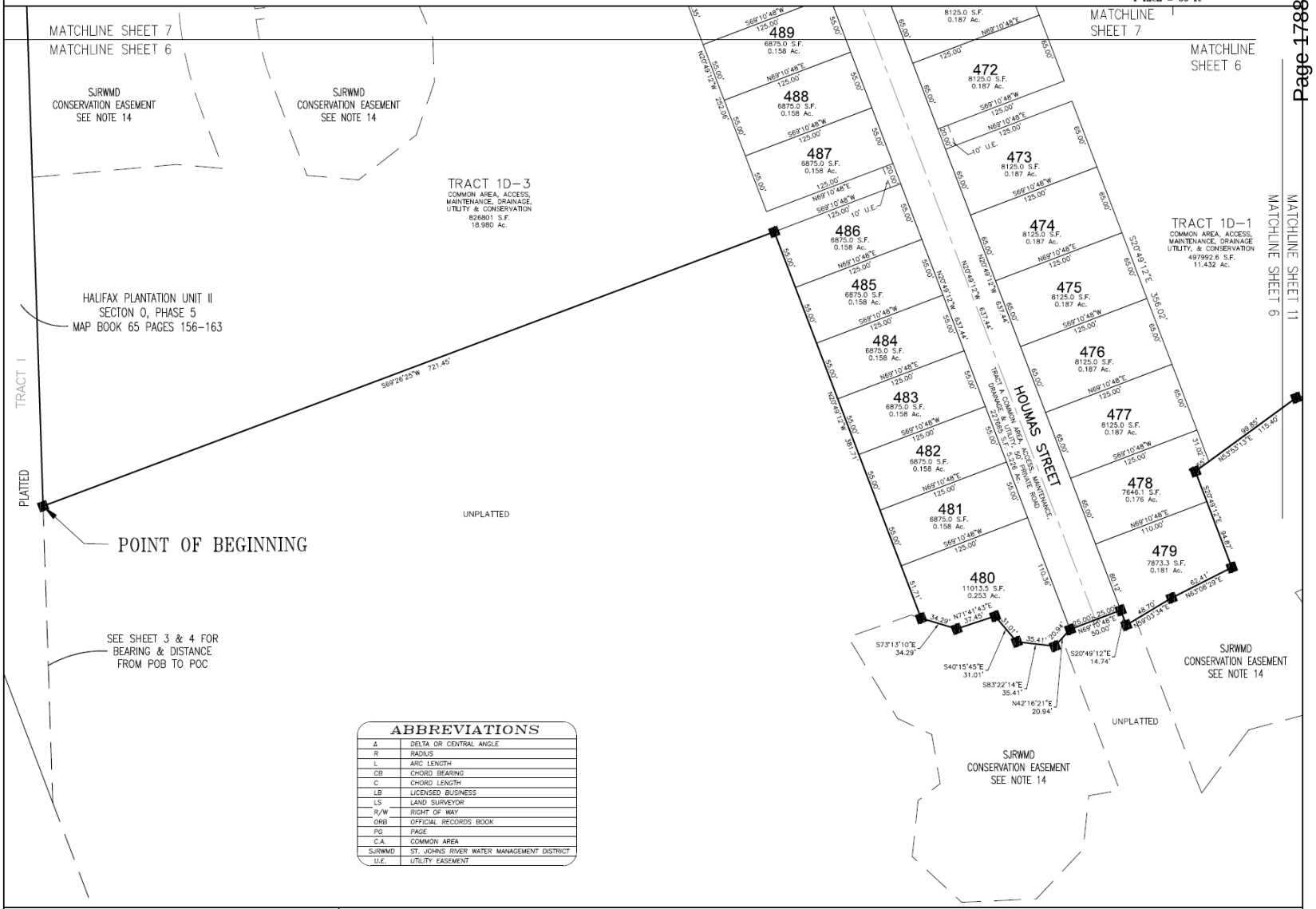
(IN FEET)
1 inch = 50 ft



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- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

EXHIBIT "A"
Page 7 of 11

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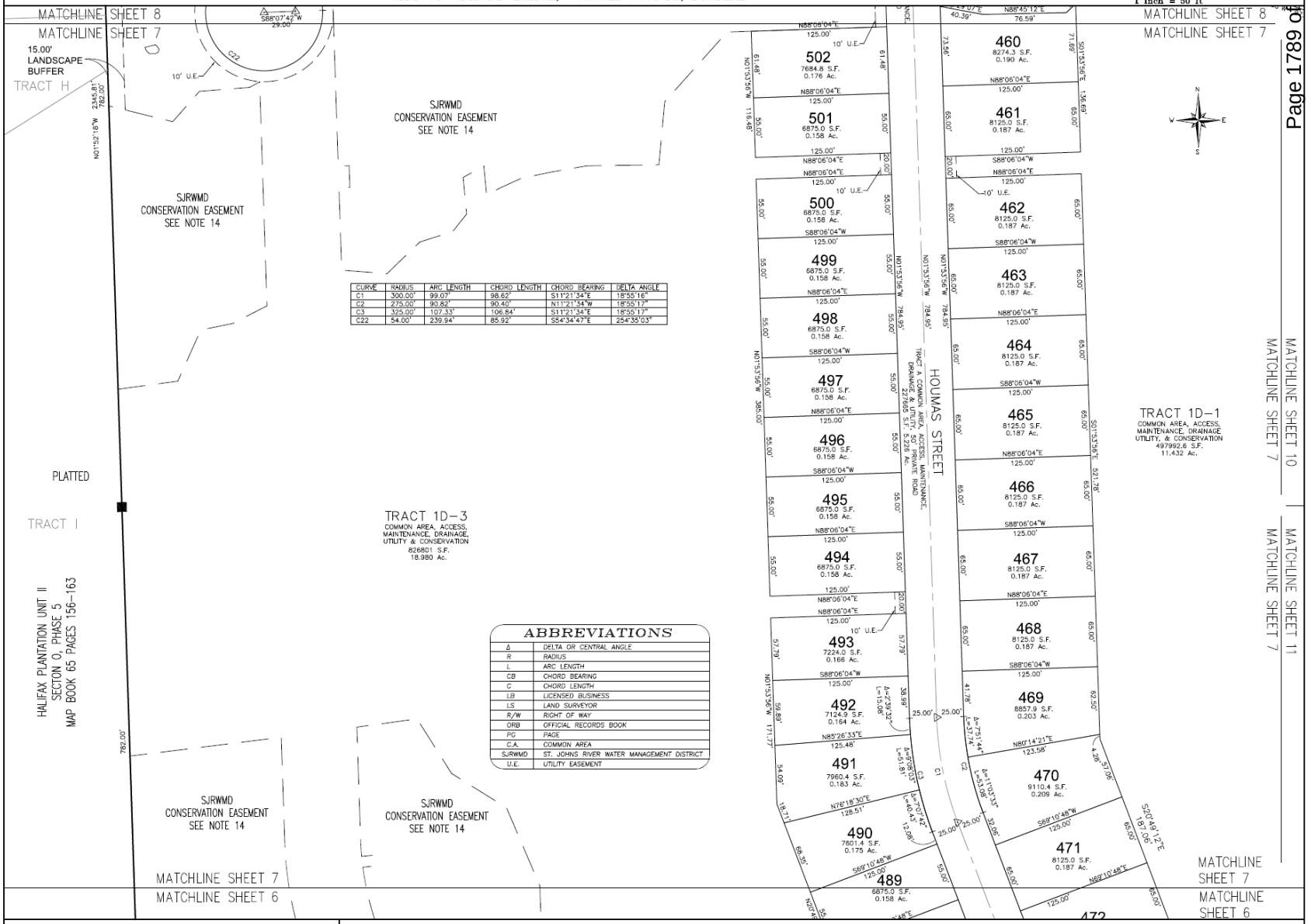

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	99.07'	98.62'	S11°21'34"E	18°55'16"
C2	275.00'	90.82'	90.40'	N11°21'34"W	18°55'17"
C3	325.00'	107.33'	106.84'	S11°21'34"E	18°55'17"
C22	54.00'	239.94'	85.92'	S54°34'47"E	254°35'03"

ABBREVIATIONS

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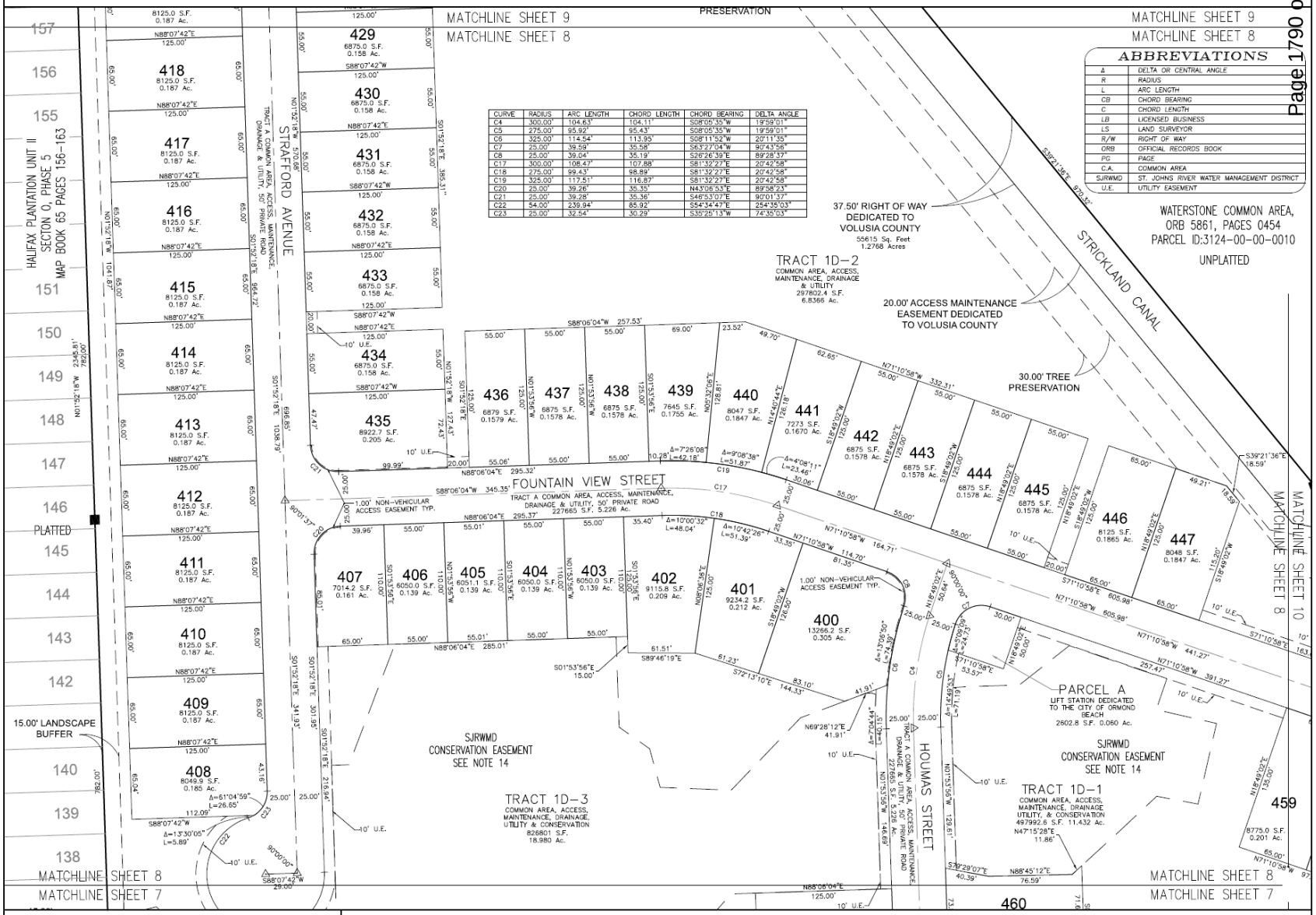

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	300.00'	104.63'	104.11'	S08°05'35"W	19°59'01"
C5	275.00'	95.92'	95.43'	S08°05'35"W	19°59'01"
C6	325.00'	114.54'	113.95'	S08°11'52"W	20°11'55"
C7	25.00'	39.59'	35.58'	S63°27'04"W	90°43'56"
C8	25.00'	39.04'	35.19'	S26°26'39"E	89°28'37"
C17	300.00'	108.47'	107.88'	S81°32'27"E	20°42'58"
C18	275.00'	99.43'	98.89'	S81°32'27"E	20°42'58"
C19	325.00'	117.51'	116.87'	S81°32'27"E	20°42'58"
C20	25.00'	39.26'	35.35'	N43°06'53"E	89°58'23"
C21	25.00'	39.28'	35.36'	S46°53'07"E	90°01'37"
C22	54.00'	239.94'	85.92'	S54°34'47"E	254°35'03"
C23	25.00'	32.54'	30.29'	S35°25'13"W	74°35'03"

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FOUNTAIN VIEW, PHASE 1D

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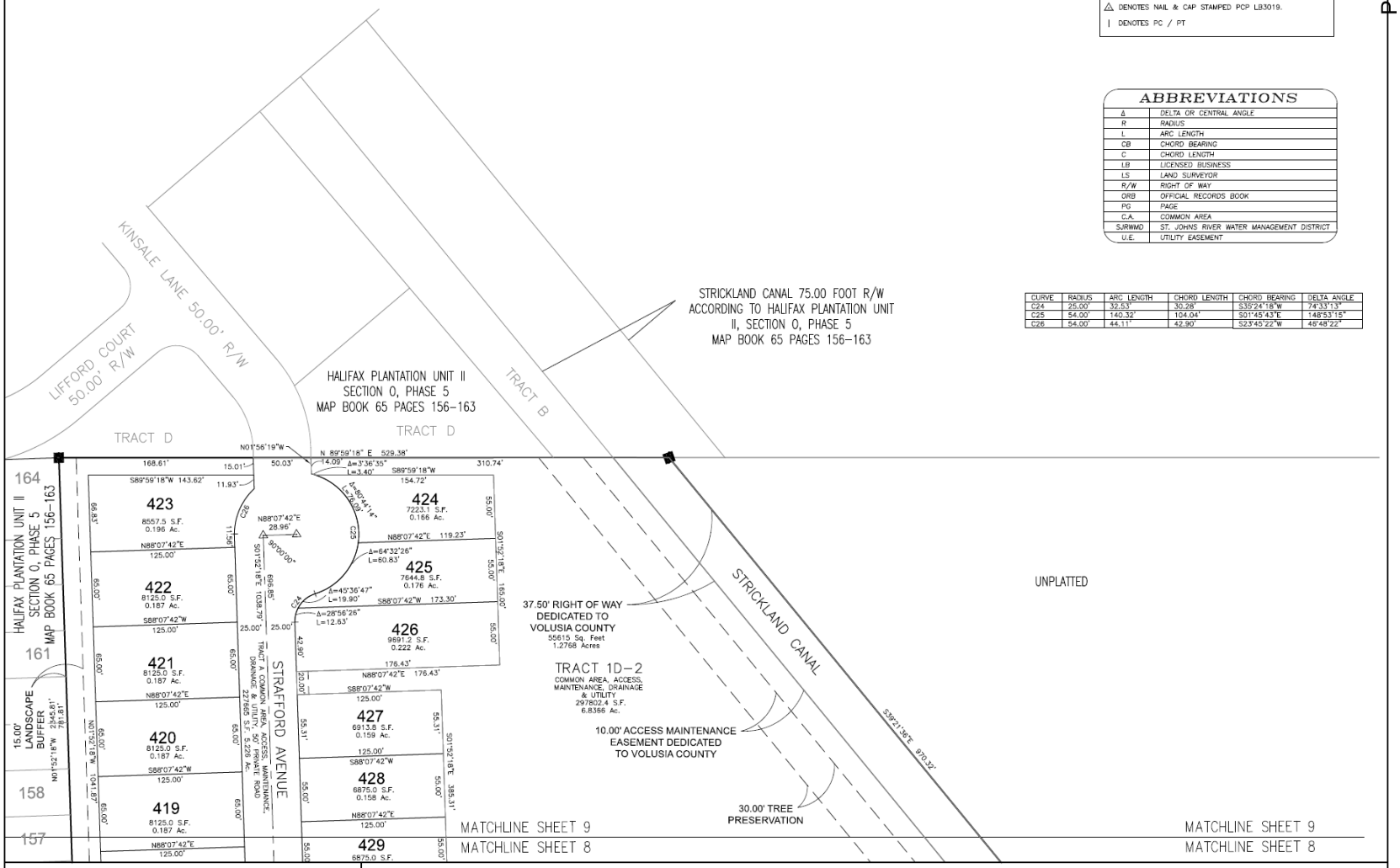
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C24	25.00'	32.53'	30.28'	S35°24'18"W	74°33'13"
C25	54.00'	140.32'	104.04'	S01°45'43"E	148°53'15"
C26	54.00'	44.11'	42.90'	S23°45'22"W	46°48'22"



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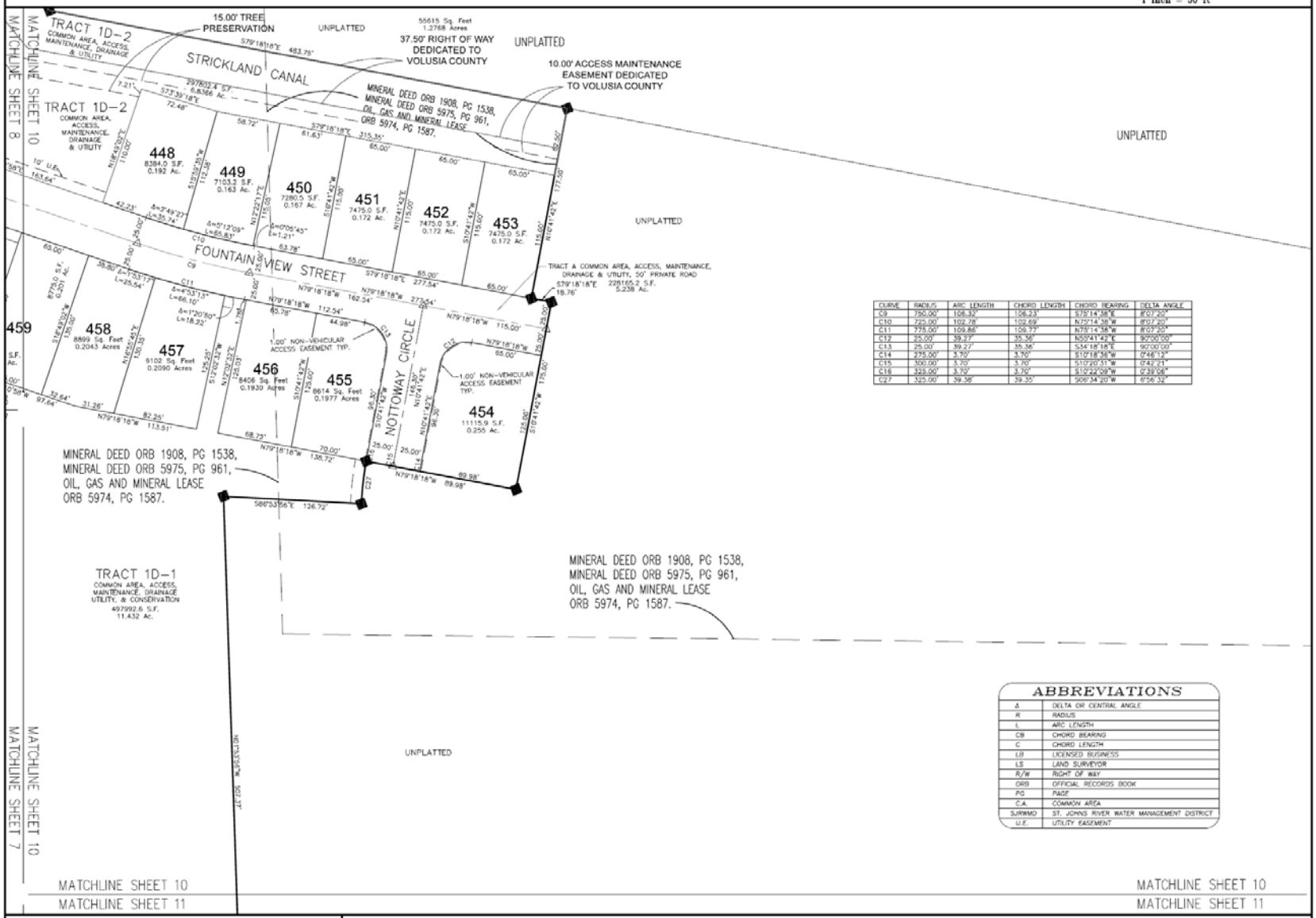

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	750.00'	108.32'	108.23'	S78°14'38"E	8°07'20"
C10	725.00'	102.78'	102.69'	N79°14'38"W	8°07'20"
C11	775.00'	109.86'	109.77'	N79°14'38"W	8°07'20"
C12	25.00'	39.27'	35.36'	N55°41'42"E	90°00'00"
C13	25.00'	39.27'	35.36'	S34°18'18"E	90°00'00"
C14	275.00'	3.70'	3.70'	S10°18'38"W	0°46'12"
C15	300.00'	3.70'	3.70'	S10°20'51"W	0°42'21"
C16	325.00'	3.70'	3.70'	S10°22'09"W	0°39'06"
C27	325.00'	39.38'	39.35'	S06°34'20"W	6°56'32"

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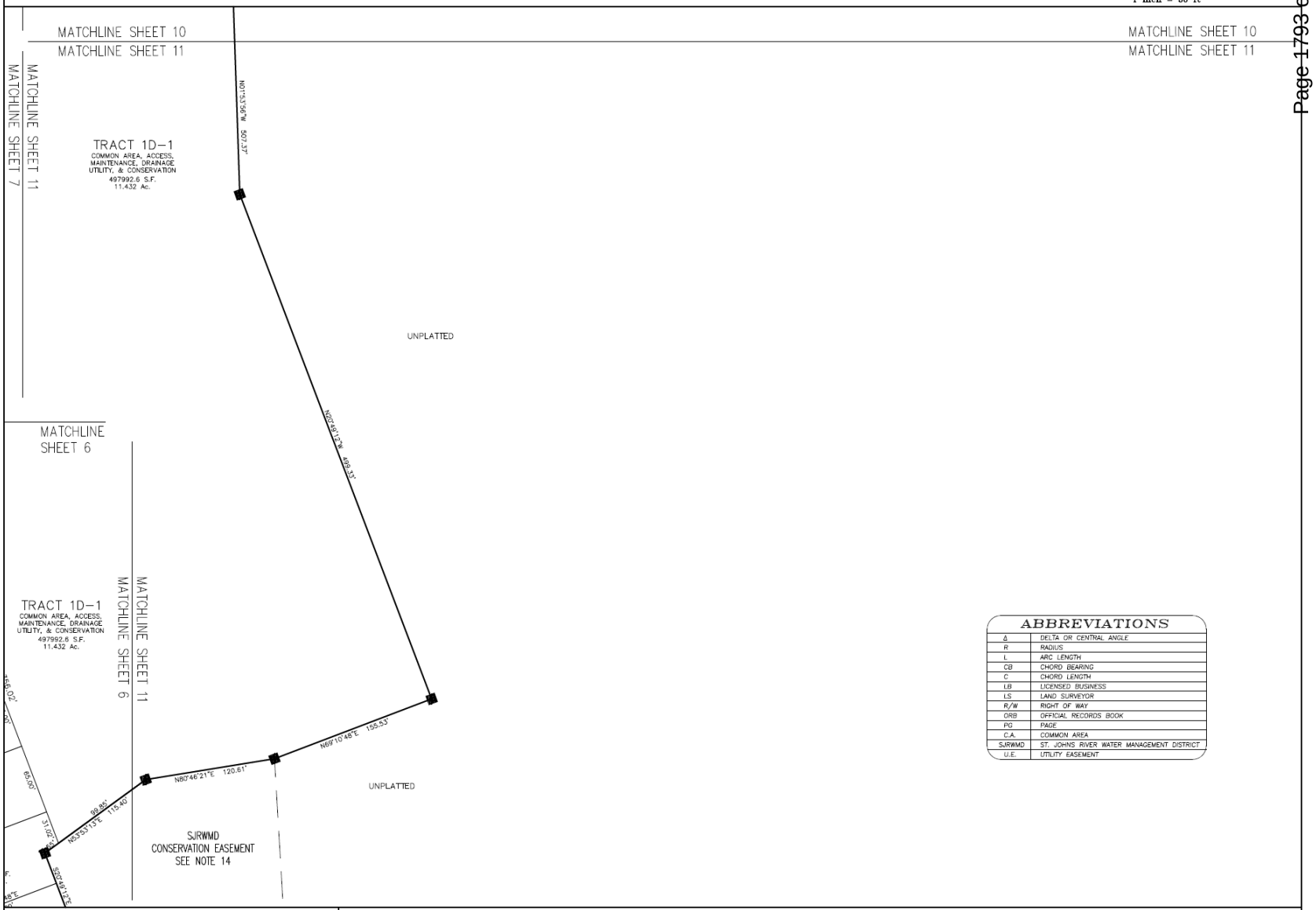

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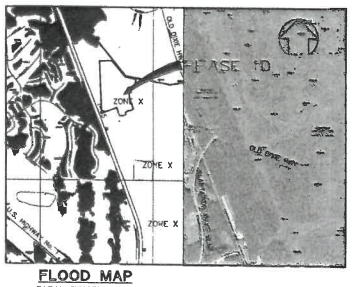
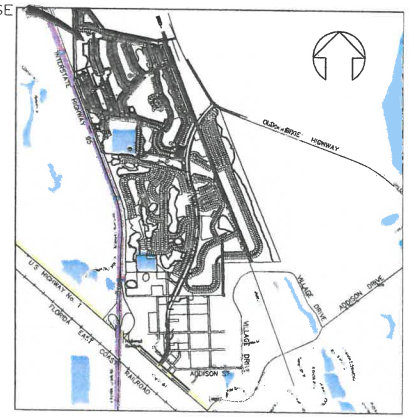
FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 1D
ORMOND BEACH, FLORIDA

GENERAL NOTES

1. ALL WATER MAINS TO BE PVC, DR-18, C-900.
2. ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", UNLESS OTHERWISE NOTED. 0.30% FOR 10" 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. DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED CONTEMPORARY LIGHTS WITH BLACK FIBERGLASS POLES. POLES AND LIGHTS PROVIDED BY FP&L.
6. ELEVATIONS REFER TO N.A.V.D. 88 DATUM.
7. MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
8. SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
9. POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
10. SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
11. ALL DISTURBED AREAS TO BE SODDED.
12. OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
13. PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE
14. 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).
15. 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 2" 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 PLANS 711-001, IN ALL LOCATIONS.
16. ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY FOUNTAIN VIEW OF ORMOND BEACH HOME OWNERS ASSOCIATION INC.
17. ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
18. 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.
19. 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.
20. REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
21. ALL WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.



FLOOD MAP
F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1B IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Canaveral fine sand, 0 to 2 percent slopes	10.2	30.8%
17	Daytona sand, 0 to 5 percent slopes	2.7	4.4%
27	Hontoon muck, frequently ponded, 0 to 1 percent slopes	2.5	4.0%
29	Immokalee sand	7.9	12.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	29.0	46.1%
Totals for Area of Interest		62.1	100.0%

SOILS MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S4	BOUNDARY AND TOPOGRAPHIC SURVEY
P1-P11	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	LIFT STATION DETAILS
29-30	REUSE SYSTEM WATER DETAILS
31	LANDSCAPE INFORMATION SHEET
32	TYPICAL LOT LANDSCAPE/IRRIGATION PLAN
33	LANDSCAPE DETAILS
34	IRRIGATION DETAILS

LAND USE TABULATION

TOTAL PHASE 1D SITE AREA = 62.14 ACRES
TOTAL L.F. OF ROADS PH. 1D = 4,377 L.F.

LOTS 400-502	18.320 ACRES
PARCEL A LIFT STATION	0.060 ACRE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD	5.238 ACRES
TRACT 1D-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	11.490 ACRES
TRACT 1D-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY	6.842 ACRES
TRACT 1D-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	18.969 ACRES
STRICKLAND CANAL 37.50 R/W DEDICATION TO VOLUSIA COUNTY	1.277 ACRES

TOTAL NUMBER OF LOTS = 103 LOTS = 1.66 DU/AC
MINIMUM LOT SIZE 55' X 110'

SETBACKS:

FRONT	20 FEET
REAR	20 FEET
SIDE	7.5 FEET
SIDE CORNER NO ACCESS	15 FEET
WATERFRONT	20 FEET
MAXIMUM HEIGHT	35 FEET
MAXIMUM BUILDING COVERAGE	50%
MAXIMUM LOT COVERAGE	75%
MINIMUM FLOOR AREA	1,400 S.F.
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD	7.5 FEET
SIDE YARD CORNER NO ACCESS	15 FEET
REAR YARD	5 FEET
FRONT YARD	20 FEET

PROJECT NAME
FOUNTAIN VIEW OF ORMOND BEACH
PHASE 1D
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 62.14 ACRES INTO 108 SINGLE FAMILY FEE SIMPLE LOTS.

DEVELOPER
PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E:MAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
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EMAIL: info@parkermynchenberg.com

SURVEYOR
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PROJECT ATTORNEY
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SMITH BIGMAN & BROCK
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-6875
EMAIL: jbrock@daytonalaw.com

NO.	DATE	DESCRIPTION	BY
REVISIONS			

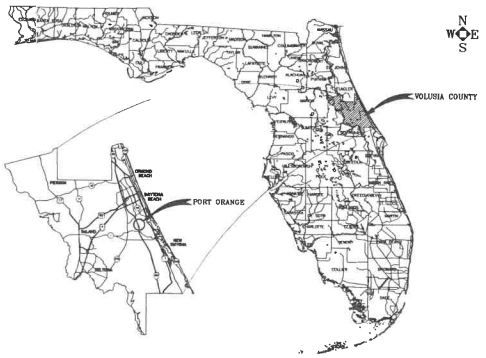
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE * HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No: FOPh1-CS.dwg
Drawn By: SLB
Date: 1/11/2024
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2024.02.08 - 13:40:43 -05'00'



BOUNDARY SURVEY

FOR

PLANTATION OAKS OF ORMOND BEACH, LLC

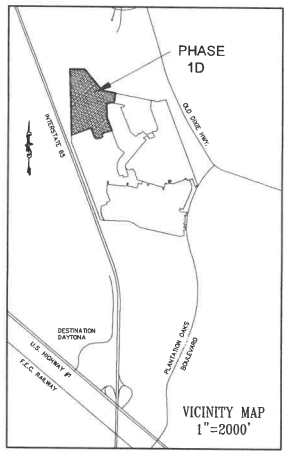
FOUNTAIN VIEW PHASE 1D

A PORTION OF

SECTION 24–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.



LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2899.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET TO THE POINT OF BEGINNING; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 2345.81 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°59'18"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 529.38 FEET; THENCE DEPARTING SAID NORTH LINE, S39°21'36"E, A DISTANCE 970.32 FEET; THENCE S79°18'18"E, A DISTANCE OF 483.75 FEET; THENCE S10°41'42"W, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E, A DISTANCE OF 18.76 FEET; THENCE S10°41'42"W, A DISTANCE OF 175.00 FEET; THENCE N79°18'18"W, A DISTANCE OF 139.98 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF S06°34'20"W, AND A CHORD DISTANCE OF 39.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE N86°53'56"W, A DISTANCE OF 126.72 FEET; THENCE S01°53'56"E, A DISTANCE OF 507.37 FEET; THENCE S20°49'12"E, A DISTANCE OF 499.33 FEET; THENCE S69°10'48"W, A DISTANCE OF 155.53 FEET; THENCE S80°46'21"W, A DISTANCE OF 120.61 FEET; THENCE S53°53'21"W, A DISTANCE OF 115.40 FEET; THENCE S20°49'12"E, A DISTANCE OF 94.88 FEET; THENCE S63°08'36"W, A DISTANCE OF 62.41 FEET; THENCE S59°03'34"W, A DISTANCE OF 48.70 FEET; THENCE N20°49'12"W, A DISTANCE OF 14.74 FEET; THENCE S69°10'48"W, A DISTANCE OF 50.00 FEET; THENCE S42°16'21"W, A DISTANCE OF 20.94 FEET; THENCE N83°22'14"W, A DISTANCE OF 35.41 FEET; THENCE N40°15'45"W, A DISTANCE OF 31.01 FEET; THENCE S71°41'43"W, A DISTANCE OF 37.45 FEET; THENCE N73°13'10"W, A DISTANCE OF 34.29 FEET; THENCE N20°49'12"W, A DISTANCE OF 381.71 FEET; THENCE S69°26'25"W, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2706678.28 SQUARE FEET, 62.137 ACRES

SURVEY NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMENTMENT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. 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. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7. THERE IS EARTH WORK ALONG THE PROPOSED RIGHTS OF WAY IN THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A.

8. SOME MONUMENTATION ALONG THE BOUNDARY OF THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A, HAS NOT BEEN SET DUE TO CONSTRUCTION.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

IS TO PREPARE A BOUNDARY SURVEY FOR THE CLIENTS USE.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983.
COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:

PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 21–1238, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)
2–4 DETAIL SHEETS

LEGEND:

- IRON ROD WITH CAP
- IRON ROD
- IRON PIPE WITH CAP
- IRON PIPE
- NAIL & DISK
- FD "X"/CUT IN CONCRETE
- CONCRETE MONUMENT
- DENOTES PC / PT
- 4"X4" CM / PRM
- SITE BENCHMARK
- FH FIRE HYDRANT
- CHANGE OF DIRECTION
- GV GAS VALVE
- RUV REUSE VALE
- SSV SANITARY SEWER VALVE
- HHE HAND HOLE (ELECTRIC)
- WM WATER METER
- GM GAS METER
- TB TELEPHONE BOX
- MB MAIL BOX
- TV CABLE TELEVISION BOX
- TSB TRAFFIC SIGNAL BOX
- WV WATER VALVE
- FOCB FIBER OPTIC CABLE BOX
- FOCV FIBER OPTIC CABLE VAULT
- ELP ELECTRIC PANEL
- FOCM FIBER OPTIC CABLE MARKER
- TPM TELEPHONE CABLE MARKER
- SIGN
- LP LIGHT POLE
- YL YARD LIGHT
- UTILITY POLE
- GA GUY ANCHOR
- EB ELECTRIC SERVICE BOX
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GTMH GREASE TRAP MANHOLE
- EMH ELECTRIC MANHOLE
- UMH UTILITY MANHOLE
- CO CLEAN OUT
- FOC FIBER OPTIC CABLE MANHOLE
- RBO REUSE BLOWOFF ASSEMBLY
- WETLANDS LOCATION
- EXISTING CONCRETE
- 0.00 EXISTING ELEVATION

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
		PNT	POINT OF NON–TANGENT								

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC;

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES — Digitally signed by JEFFREY W BARNES Date: 2023.12.20 09:41:39 -05'00' — DATE

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2727 S. RIDGEWOOD AVENUE
PORT ORANGE, FL. 32127
(386) 756-0997
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
1			
2			
3			
4			
5			

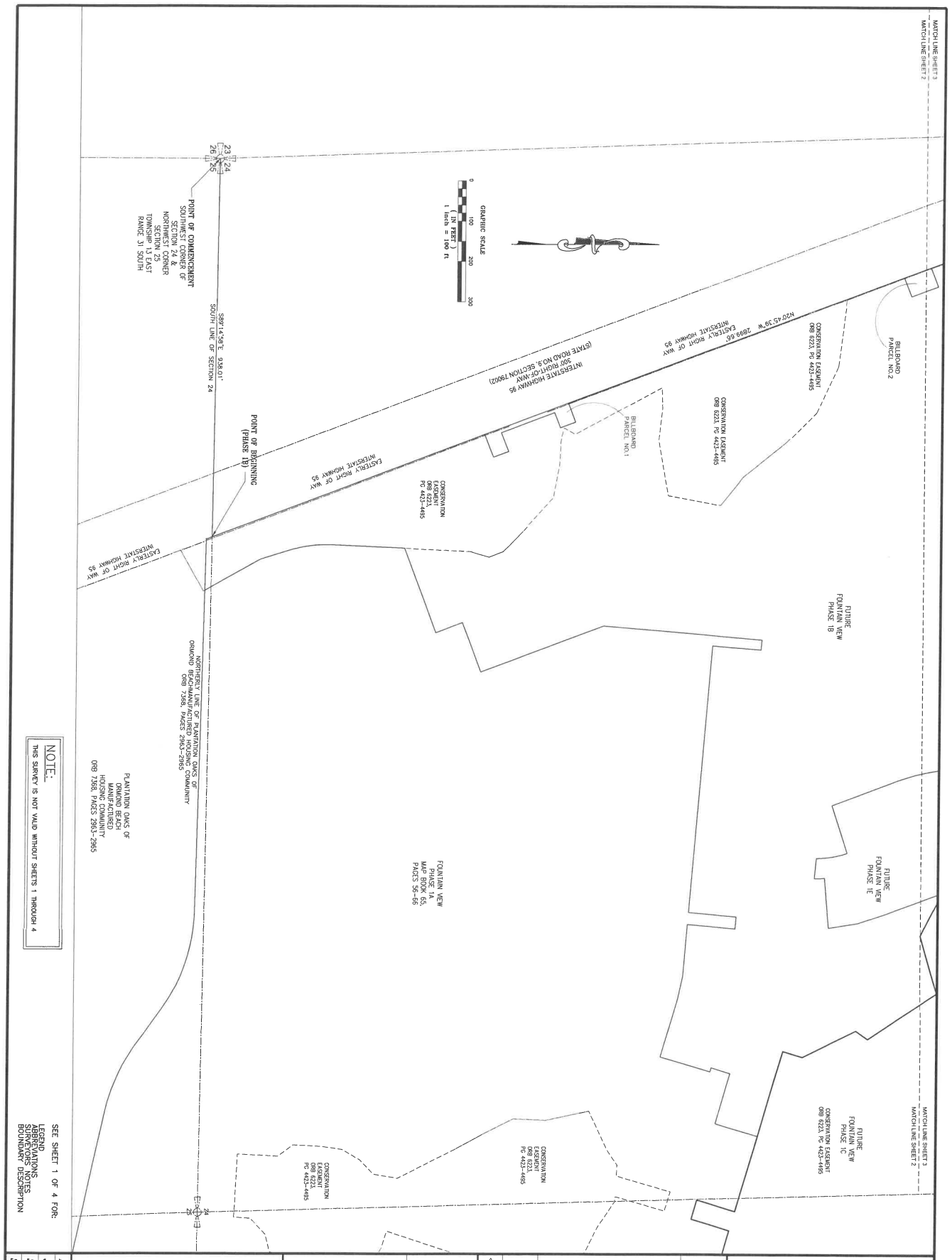
FIELD DATE: 11-15-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
FIELD BOOK:
PAGE (S):

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1D,
ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-701
JOB: 23-1012
SCALE:
SHEET: 1 of 4

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1D (FOUNTAIN VIEW)\23-1012 FOUNTAIN VIEW PH 1D BOUNDARY.DWG

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1D (FOUNTAIN VIEW)\23-1012 FOUNTAIN VIEW PH 1D BOUNDARY.DWG



BOUNDARY SURVEY	FIELD DATE: 11-15-2023	FIELD BOOK:	
FOUNTAIN VIEW PHASE 1D, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):	
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	DRAWN BY: TONY JEFFREY		
	CHECKED BY: JEFF BARNES		

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

PROJ.: 08-701
JOB: 23-1012
SCALE: 1"=100'
SHEET: 2 of 4

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
260 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

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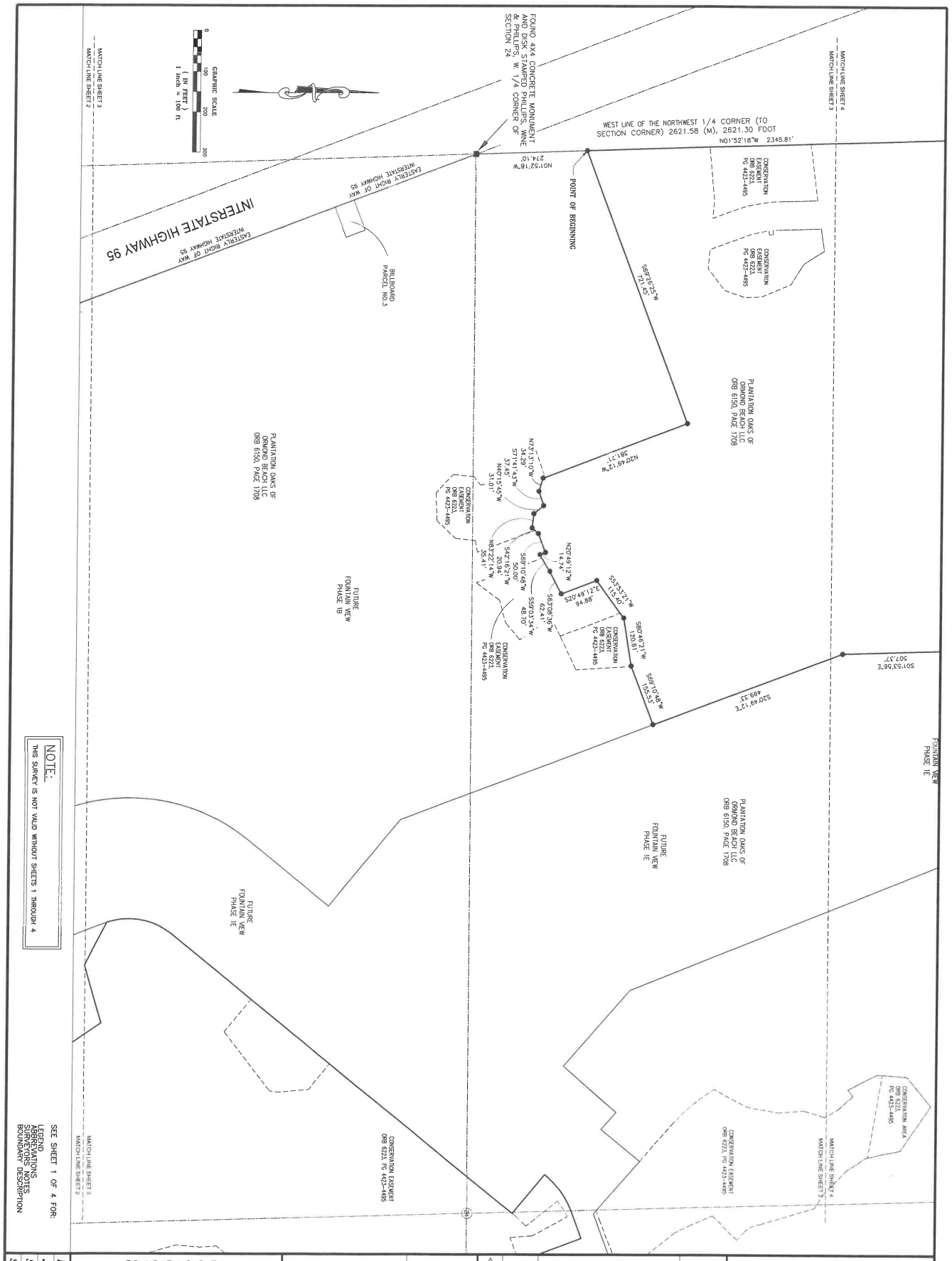

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4.

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1D,
ORMOND BEACH, FLORIDA

CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

FIELD DATE: 11-15-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

FIELD BOOK:
PAGE (S):

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2931 NOVA ROAD
PORT ORANGE, FL 32127
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PROJ.: 08-701
JOB: 23-1012
SCALE: 1"=100'
SHEET: 3 of 4

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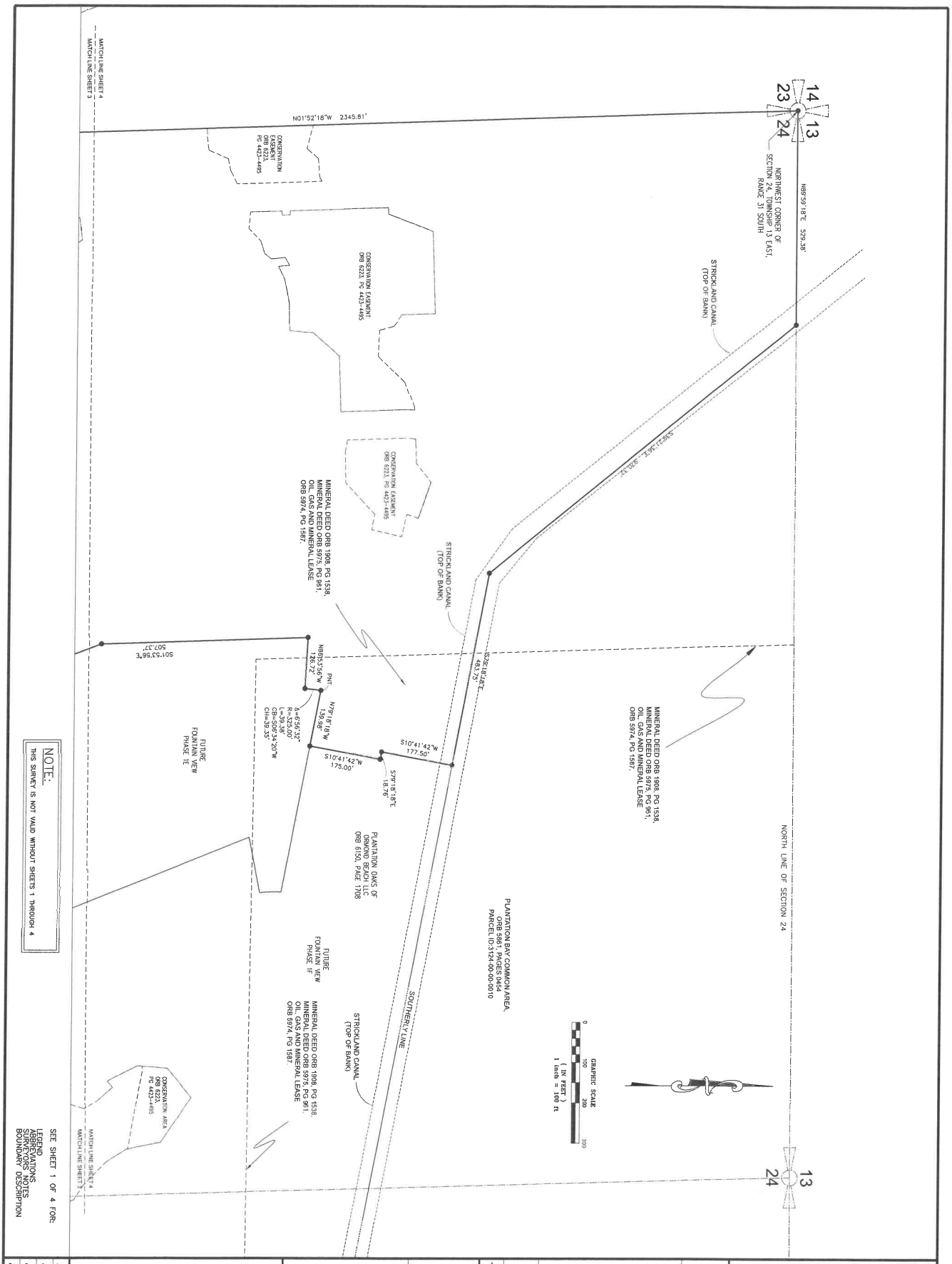

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

PROJ.: 08-701	BOUNDARY SURVEY	FIELD DATE: 11-15-2023	FIELD BOOK:
JOB: 23-1012	FOUNTAIN VIEW PHASE 1D, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):
SCALE: 1"=100'	CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	DRAWN BY: TONY JEFFREY	
SHEET: 4 of 4		CHECKED BY: JEFF BARNES	

No.	Date	Revision	Approved
5			
4			
3			
2			
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SLIGER & ASSOCIATES, INC.
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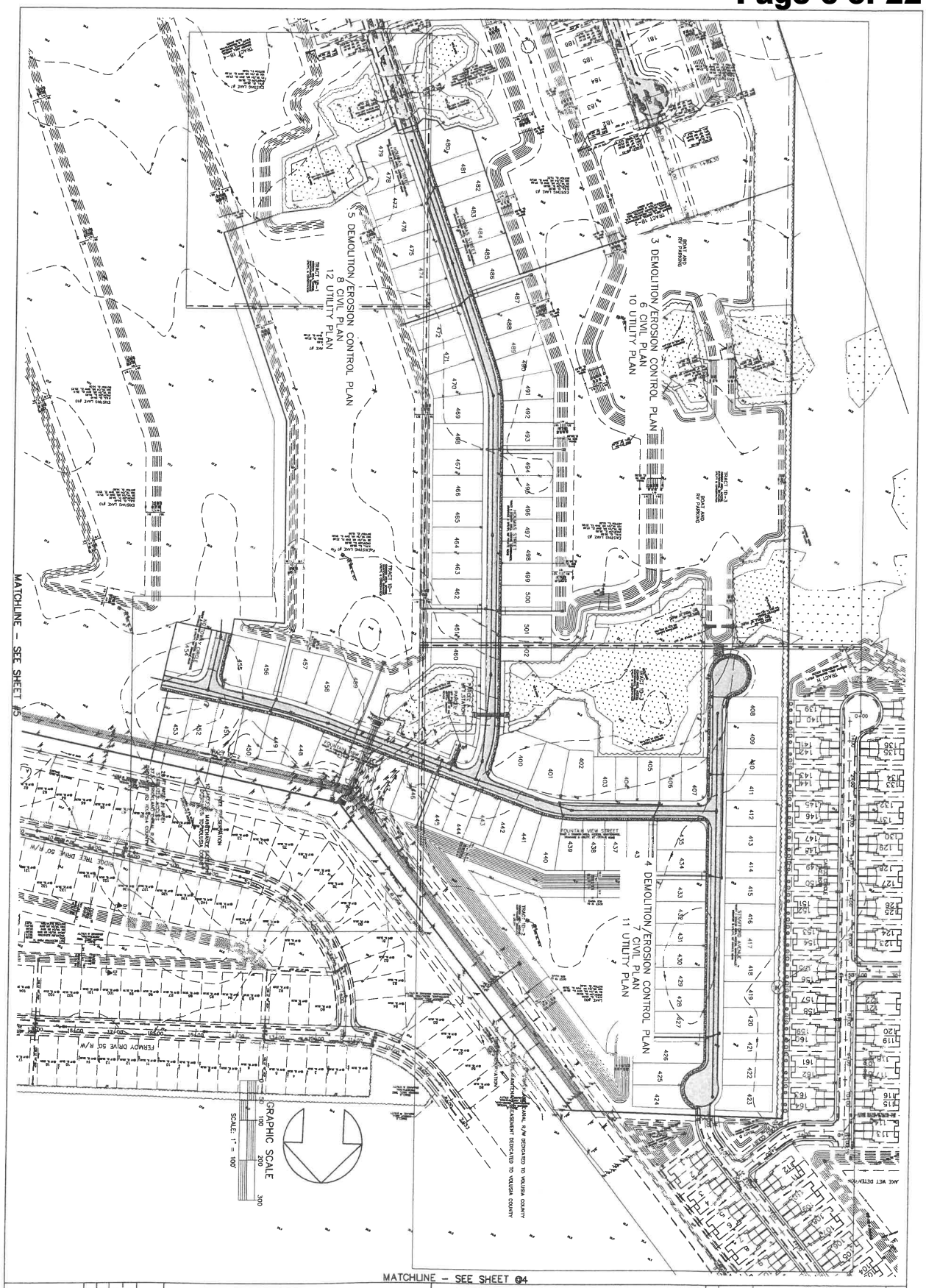
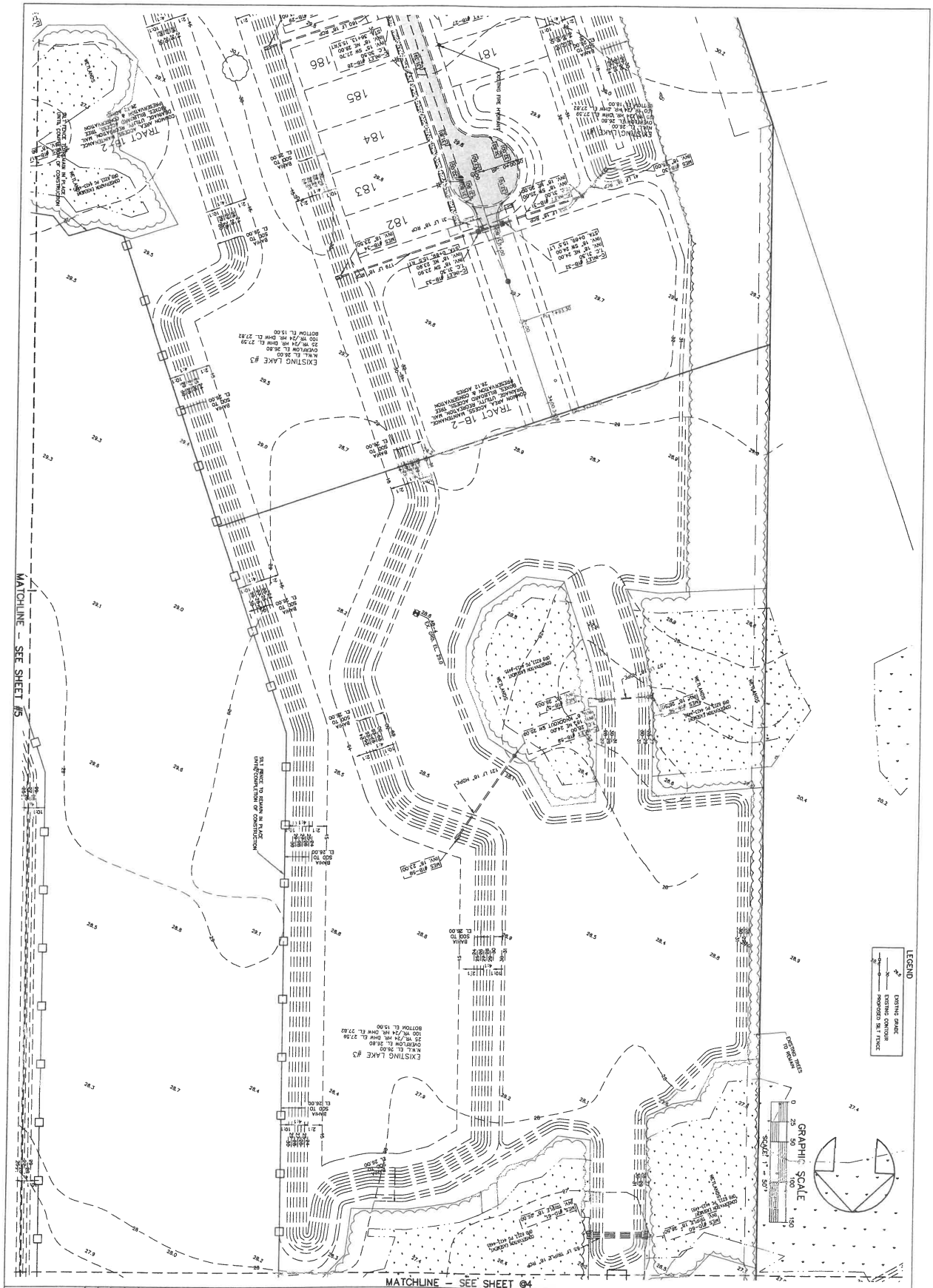


FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA OVERALL PLAN / KEY MAP	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	SHEET NO. 2 File No: FDID demo.dwg Drawn By: Date: 1/11/2024 SCALE: 1" = 50'

NO.	DATE	DESCRIPTION REVISIONS	BY



FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA

DEMOLITION/EROSION CONTROL PLAN

SHEET NO. 3
File No: FOID demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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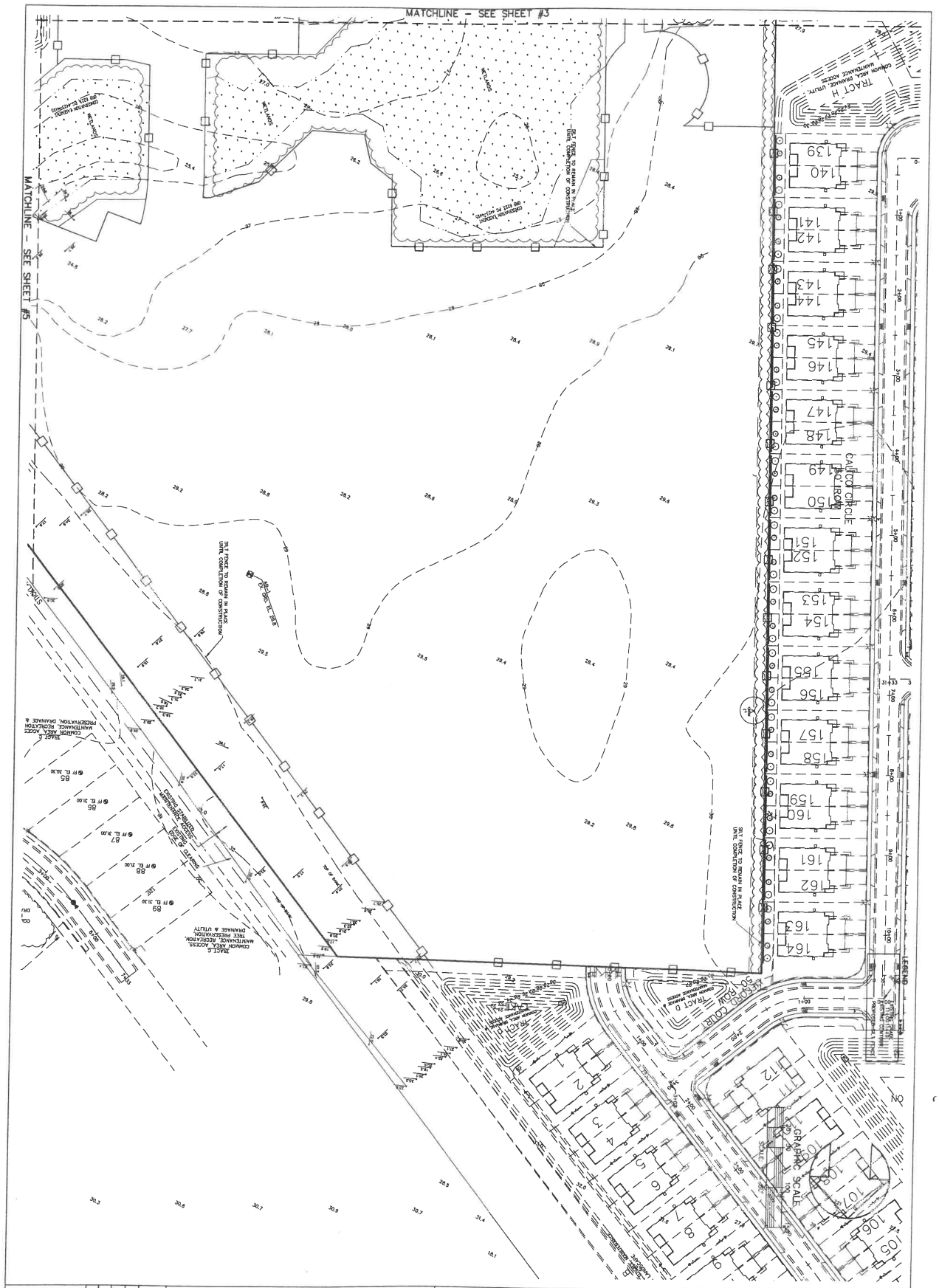

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA

DEMOLITION/EROSION CONTROL PLAN

SHEET NO. 4
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Drawn By:
Date: 1/31/2024
SCALE: 1" = 50'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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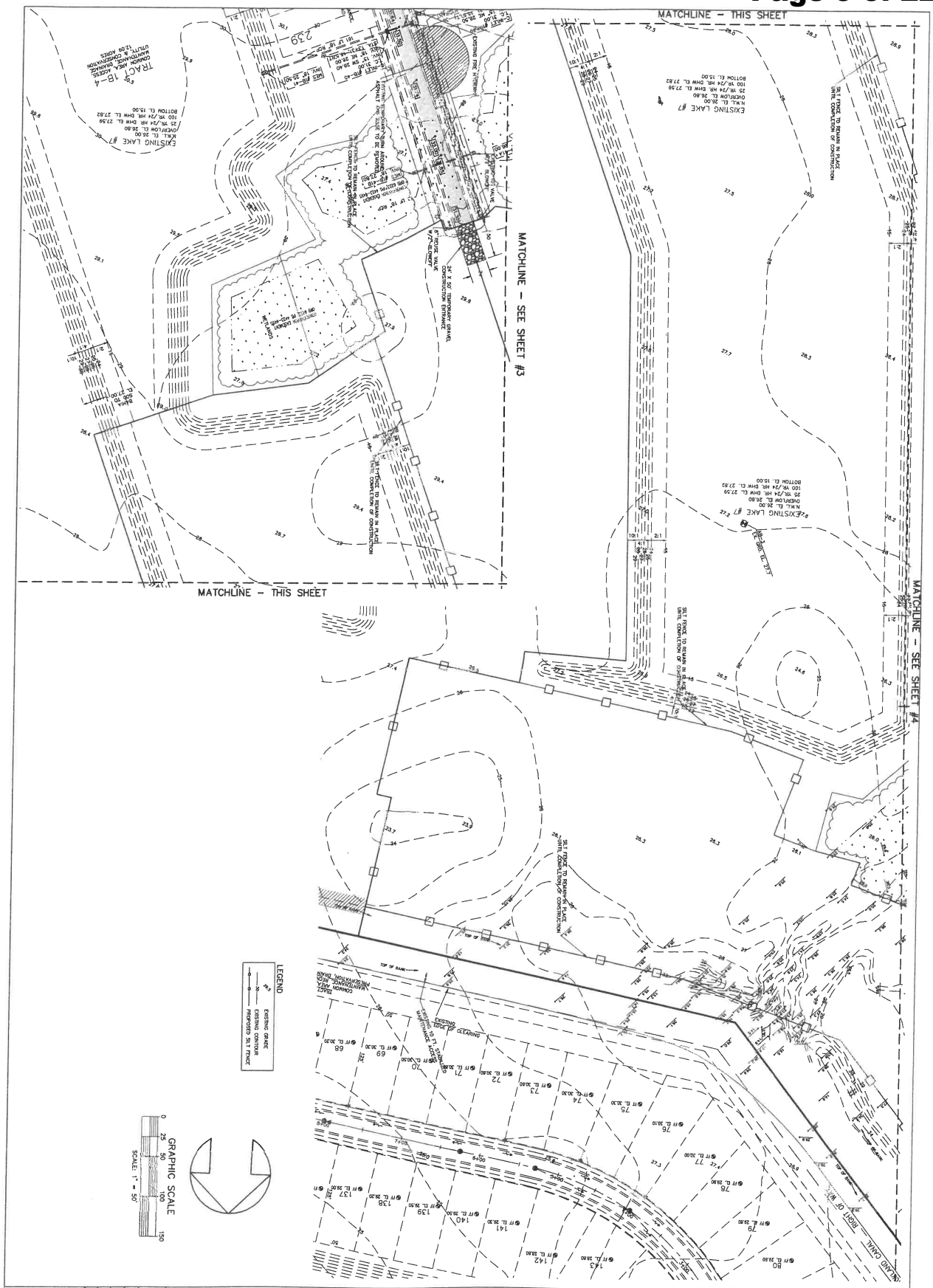

SHEET NO. 5	FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	
File No: F01D demo.dwg	DEMOLITION/EROSION CONTROL PLAN		
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Date: 1/11/2024			
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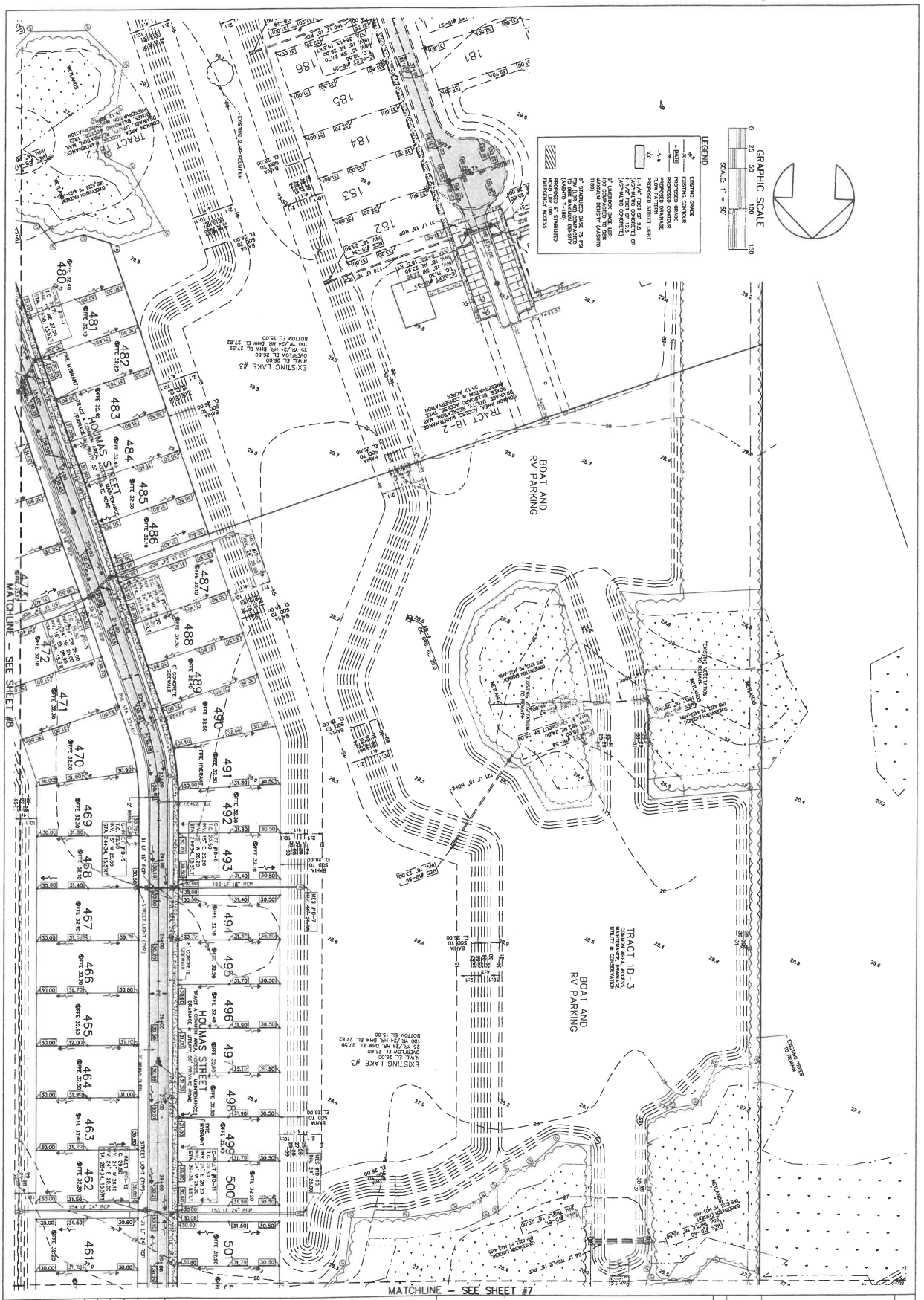

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA
CIVIL PLAN
SHEET NO. 6
File No: F001 civil.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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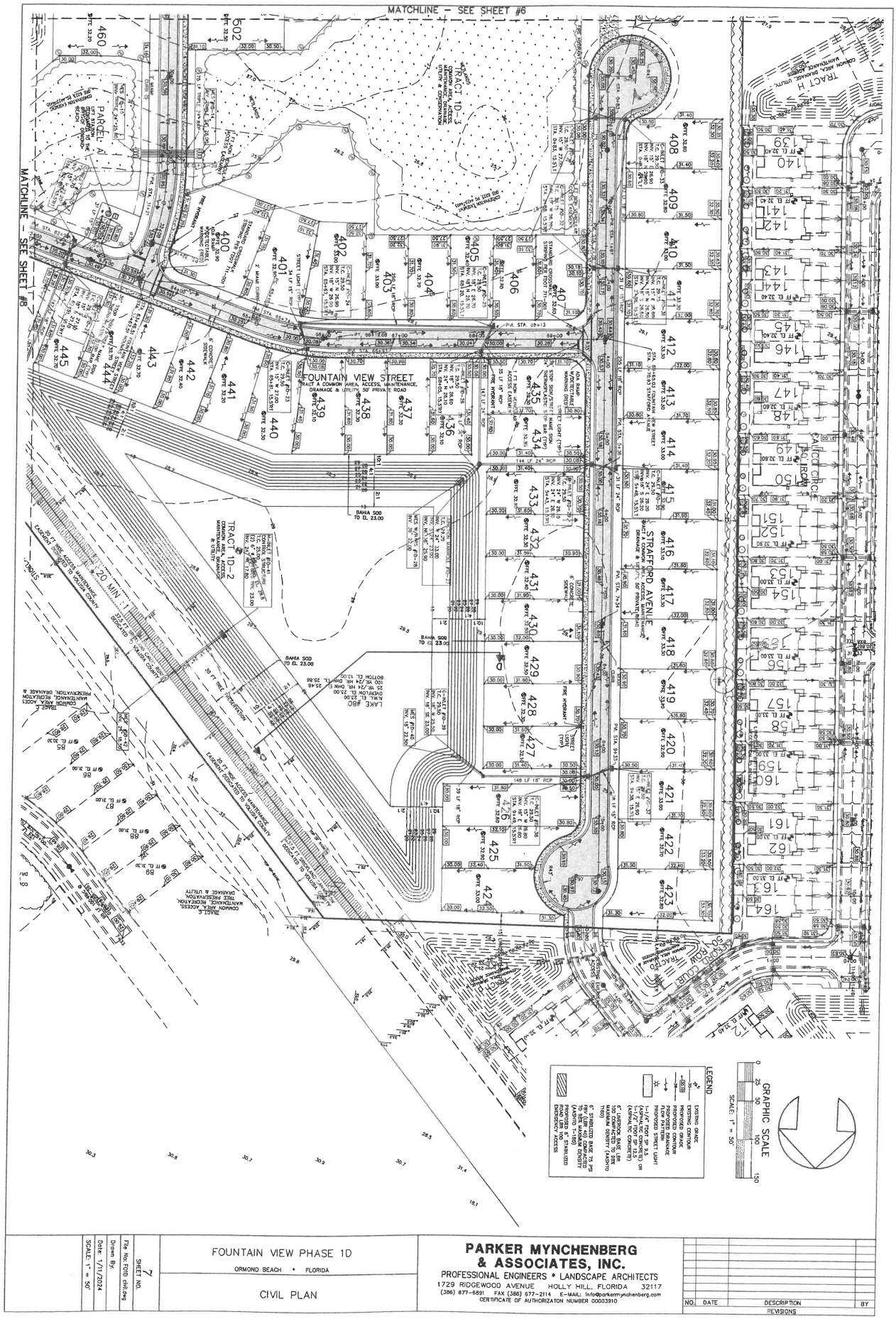

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA

CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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		REVISIONS	

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Date: 1/11/2024
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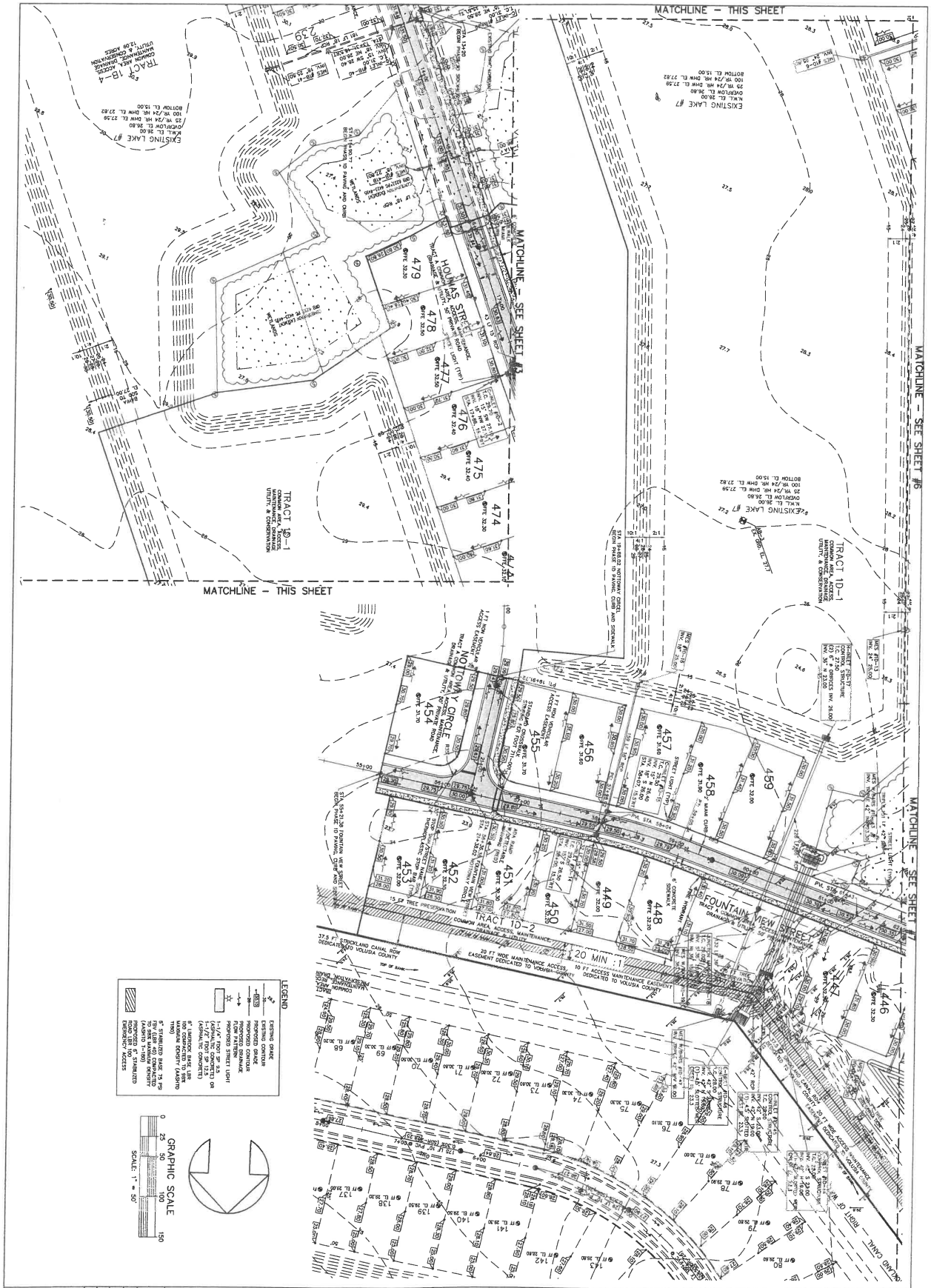
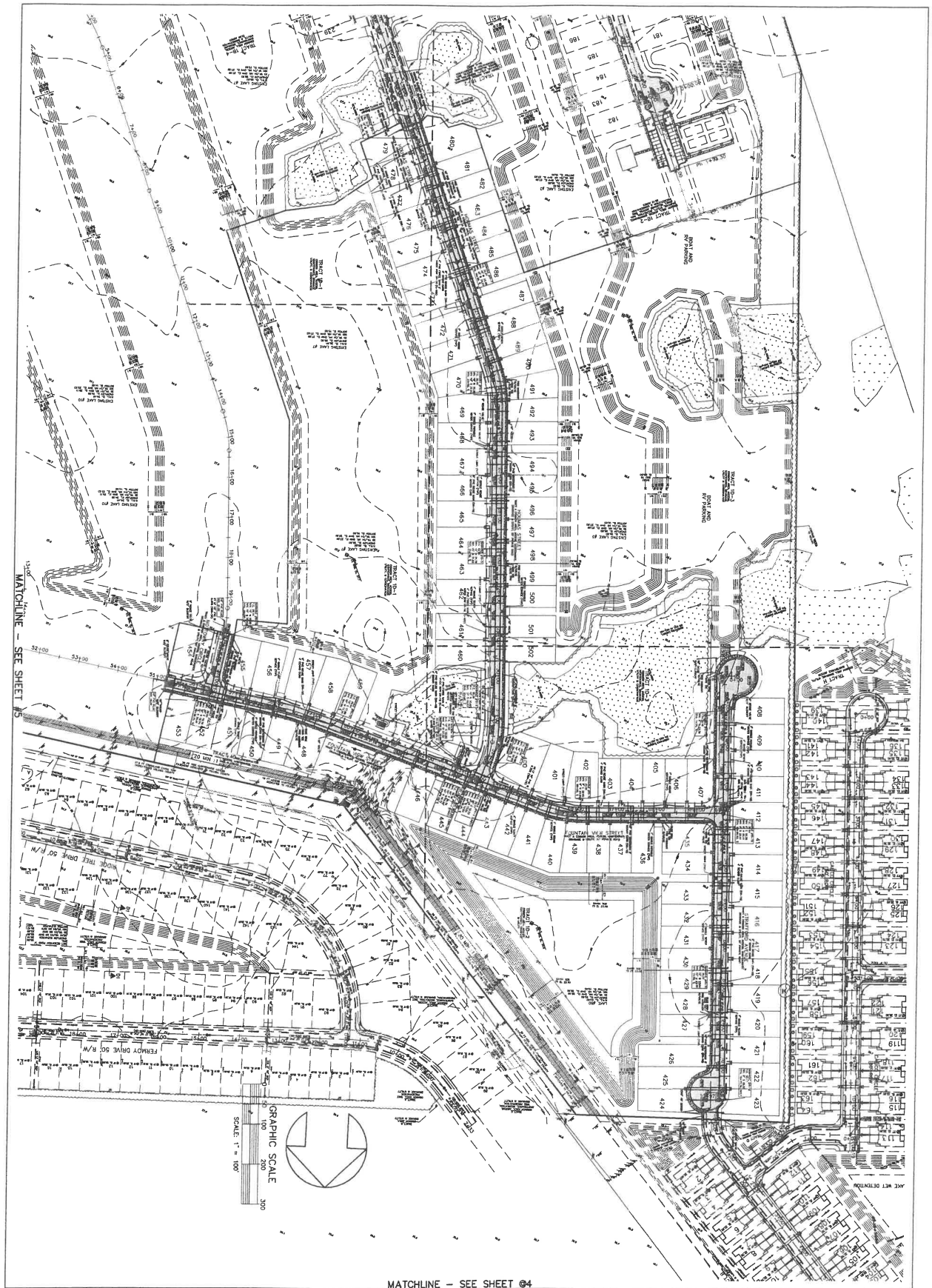


FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA CIVIL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-5991 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS	File No: F01D civil.dwg Drawn By: Date: 1/11/2024 SCALE: 1" = 50' SHEET NO. 8



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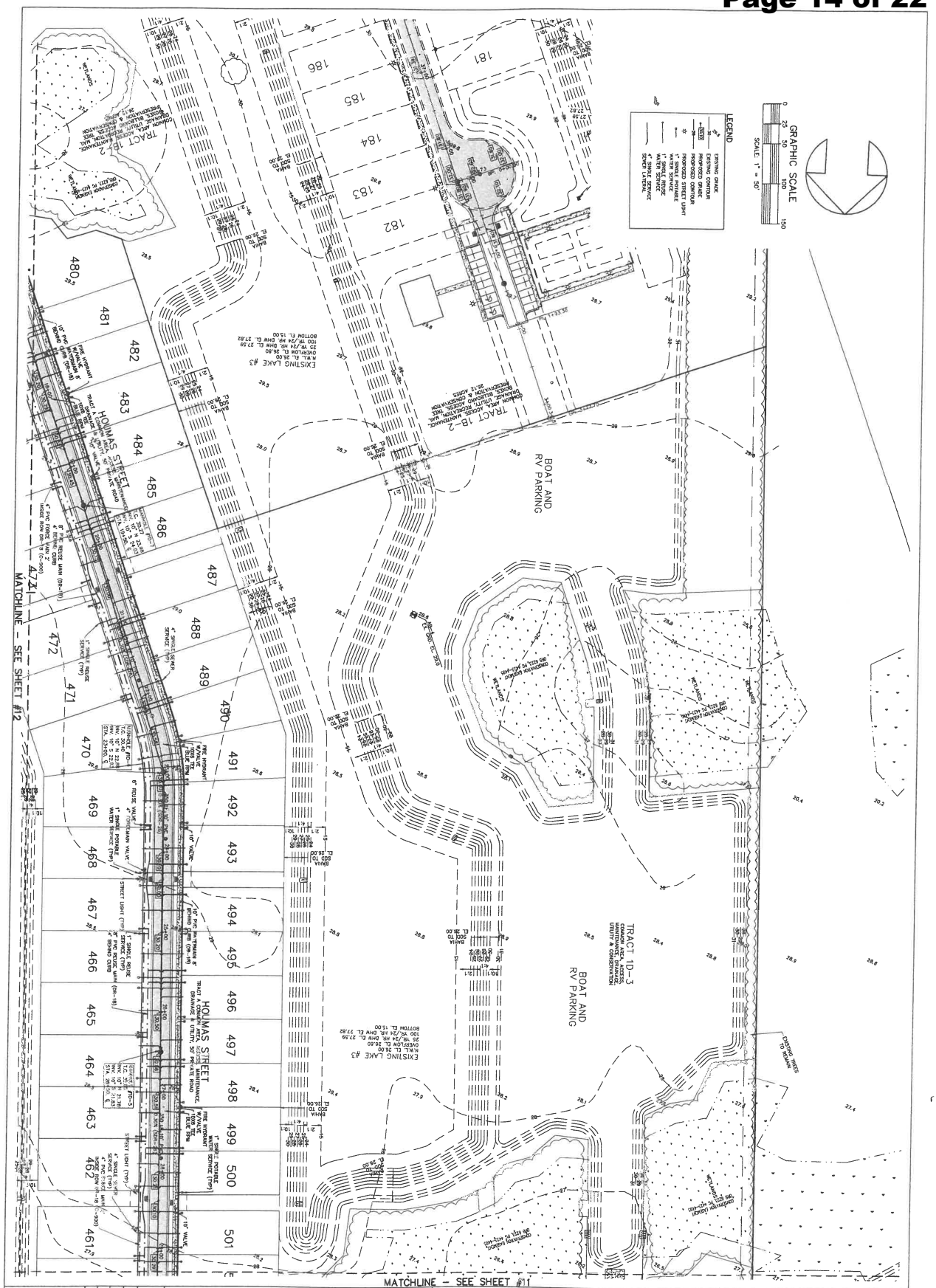
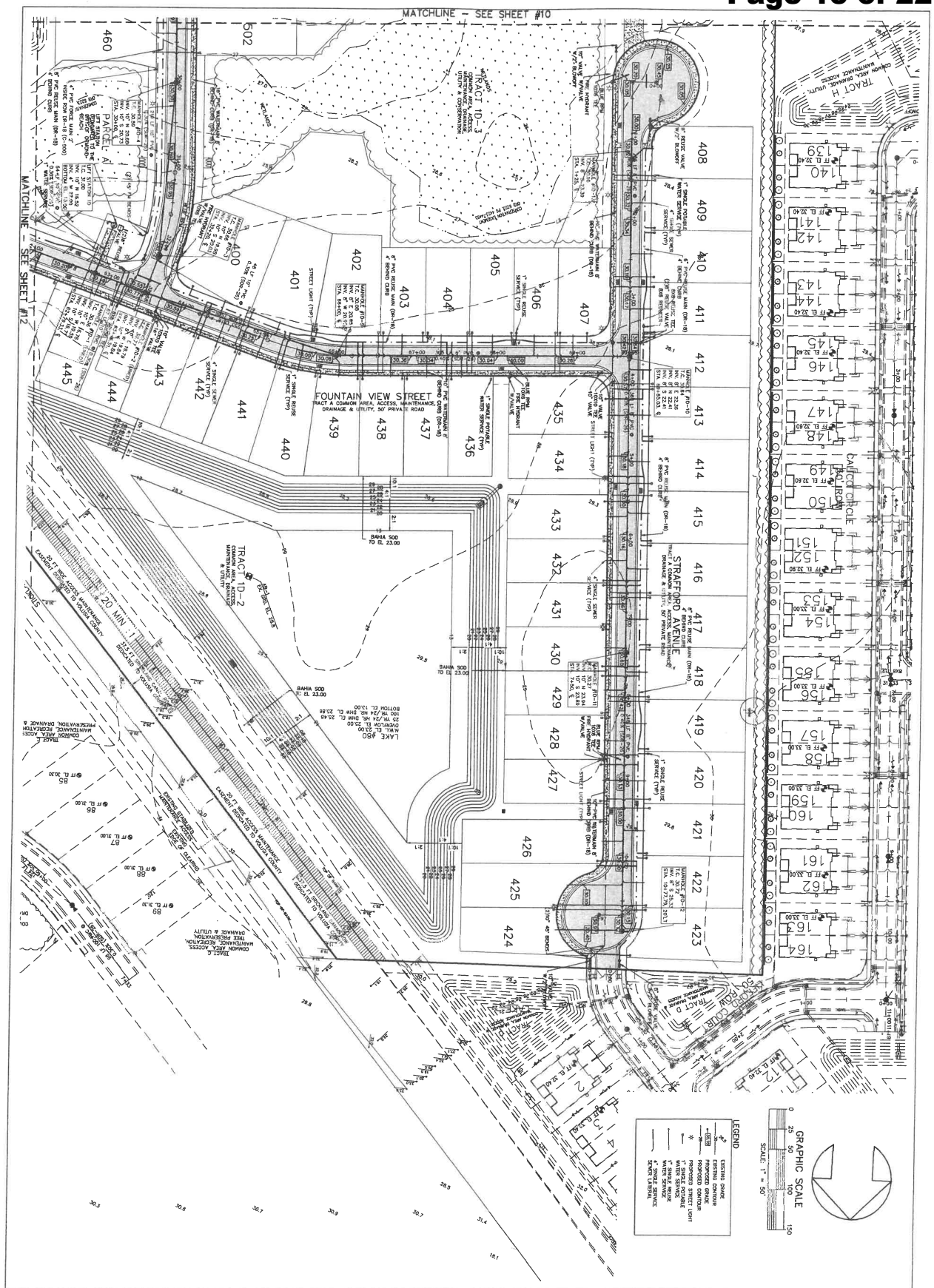
SHEET NO. 9	FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA OVERALL UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS



10 SHEET NO.	FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: F010 utility.dwg Drawn By: Date: 1/11/2024 SCALE: 1" = 50'	UTILITY PLAN		



FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA

UTILITY 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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

SHEET NO. 11
File No: FOD utility.dwg
Drawn By:
Date: 1/11/2024
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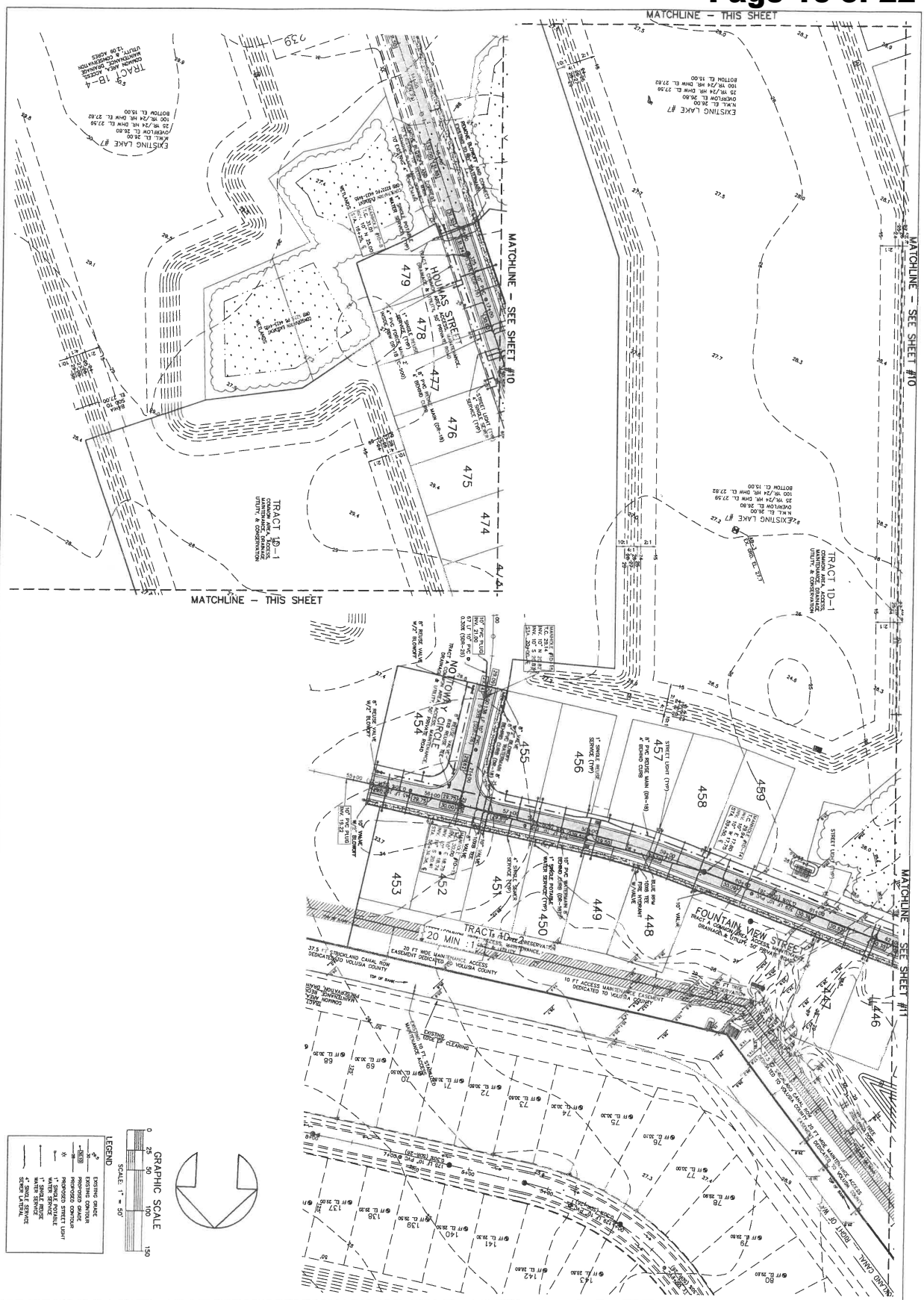
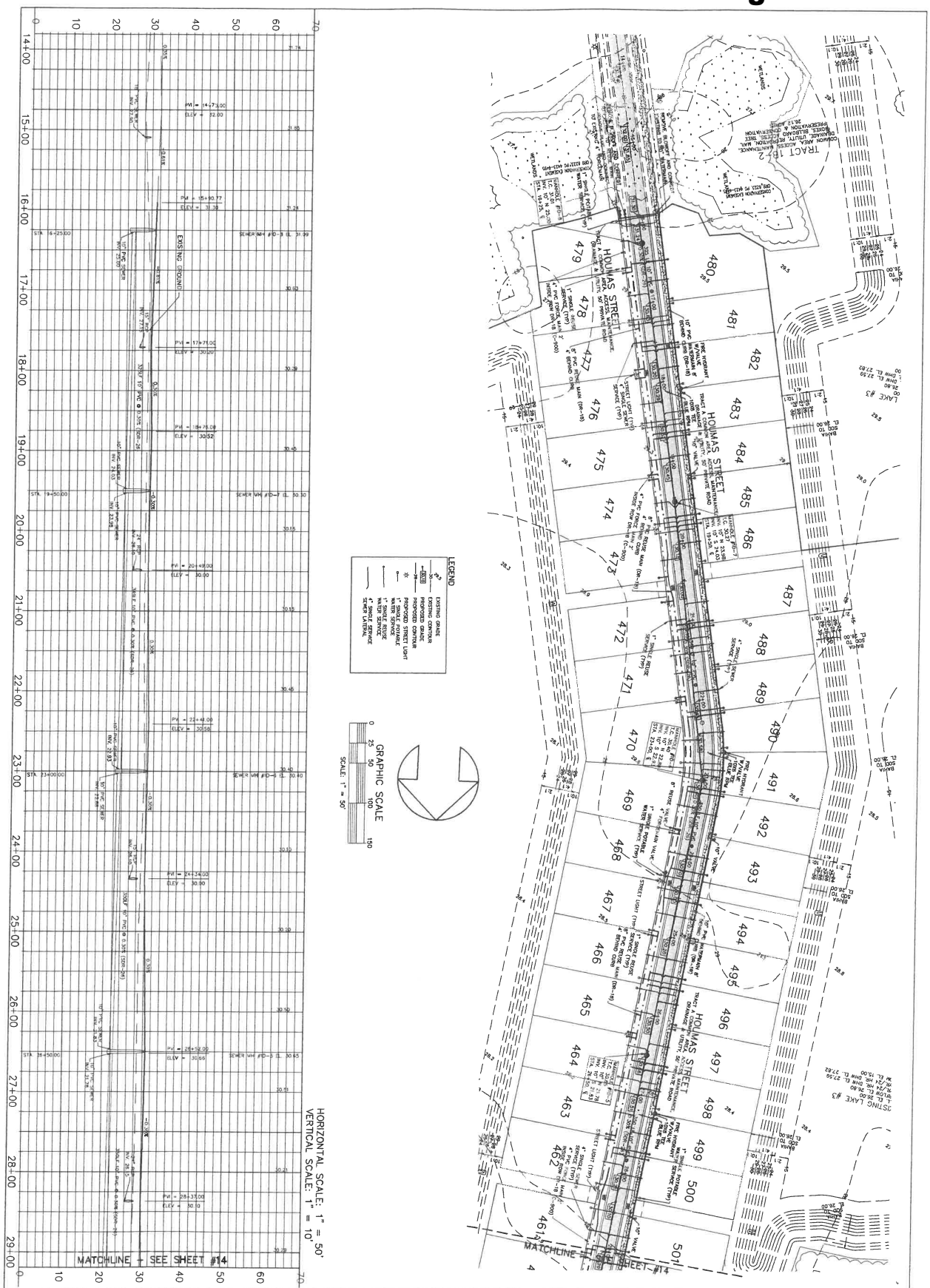


12 SHEET NO.	FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: FOID utility.dwg Drawn By: Date: 1/11/2024 SCALE: 1" = 50'	UTILITY PLAN		



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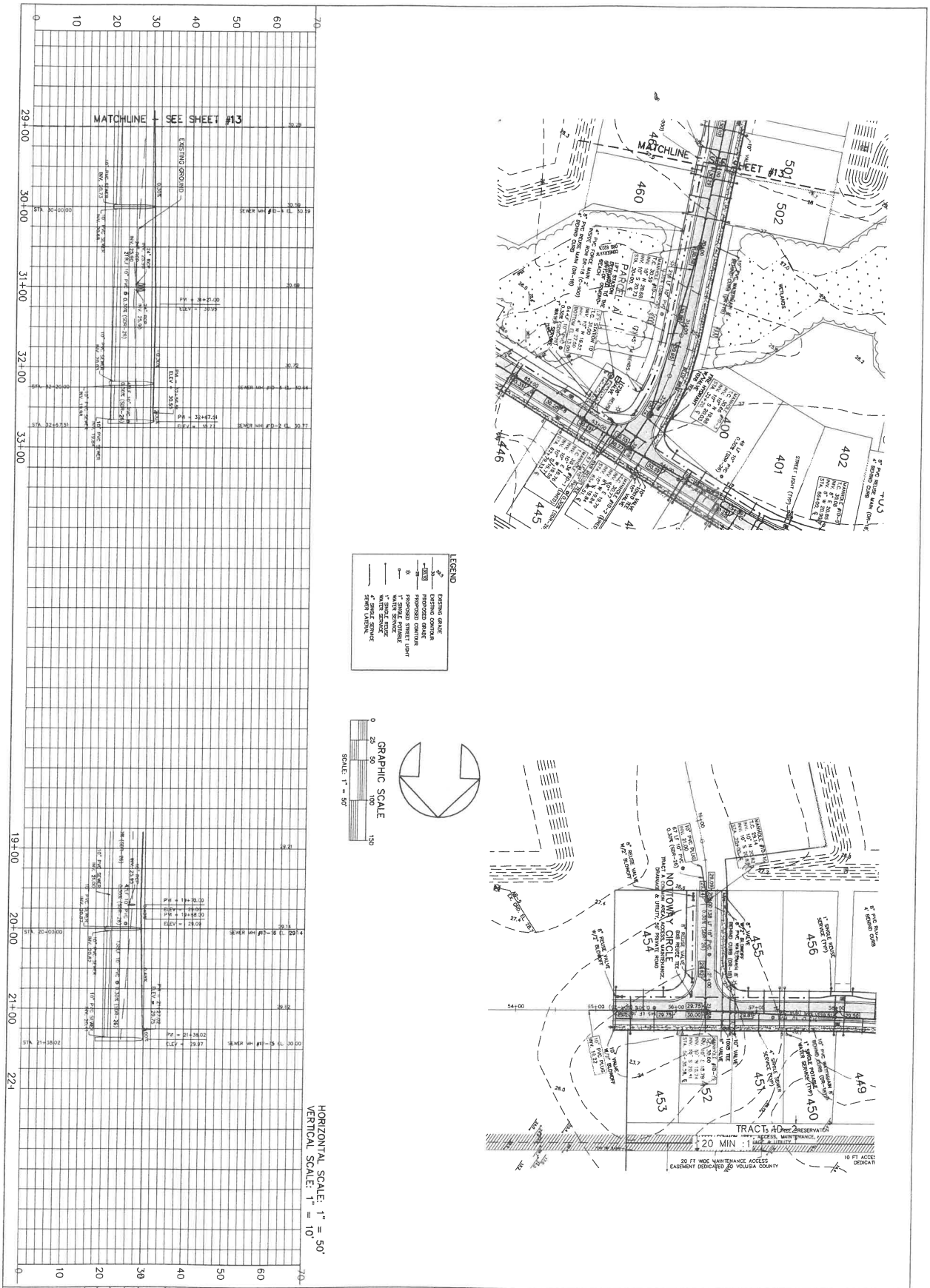
NO.	DATE	DESCRIPTION	BY
		REVISIONS	



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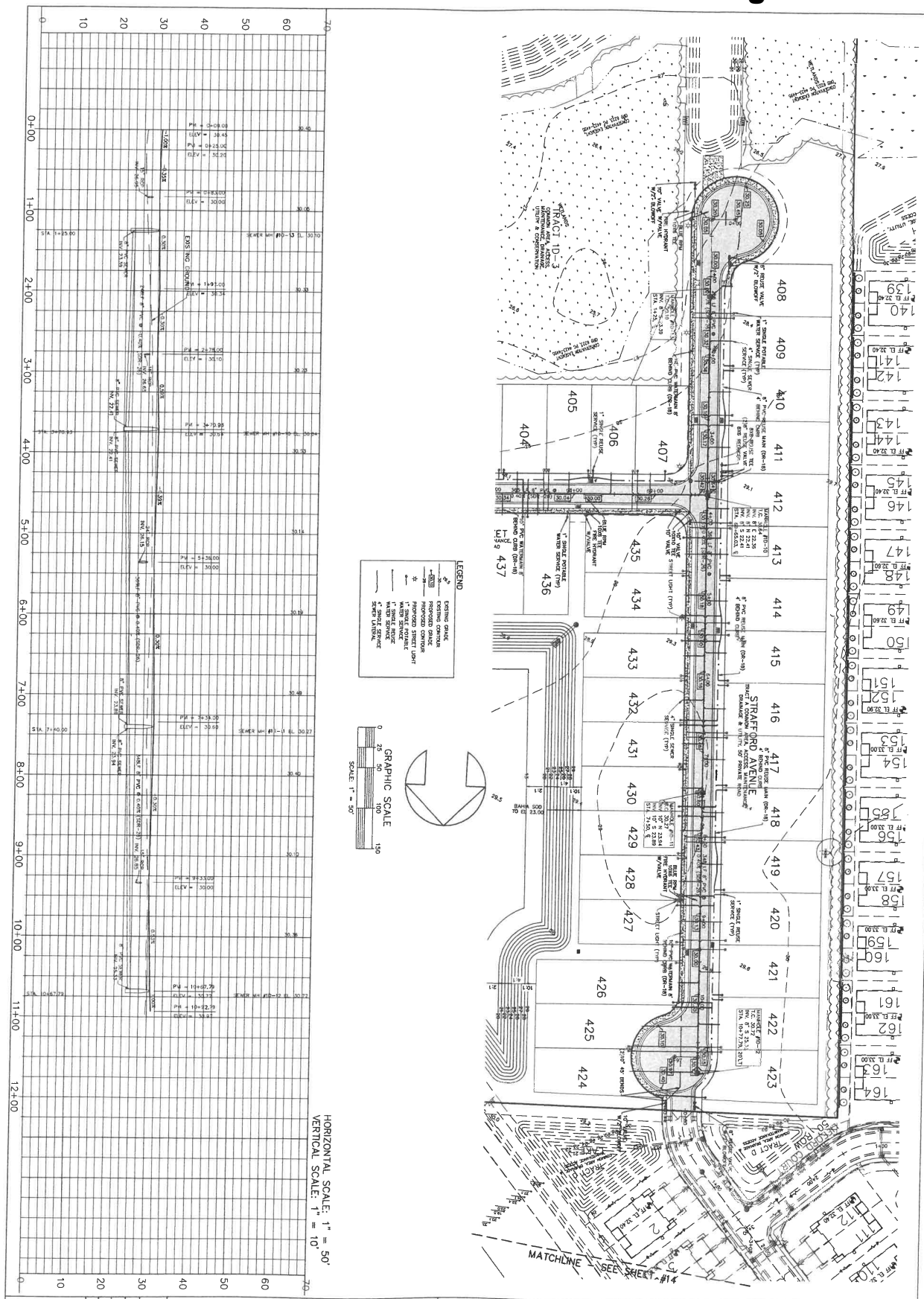
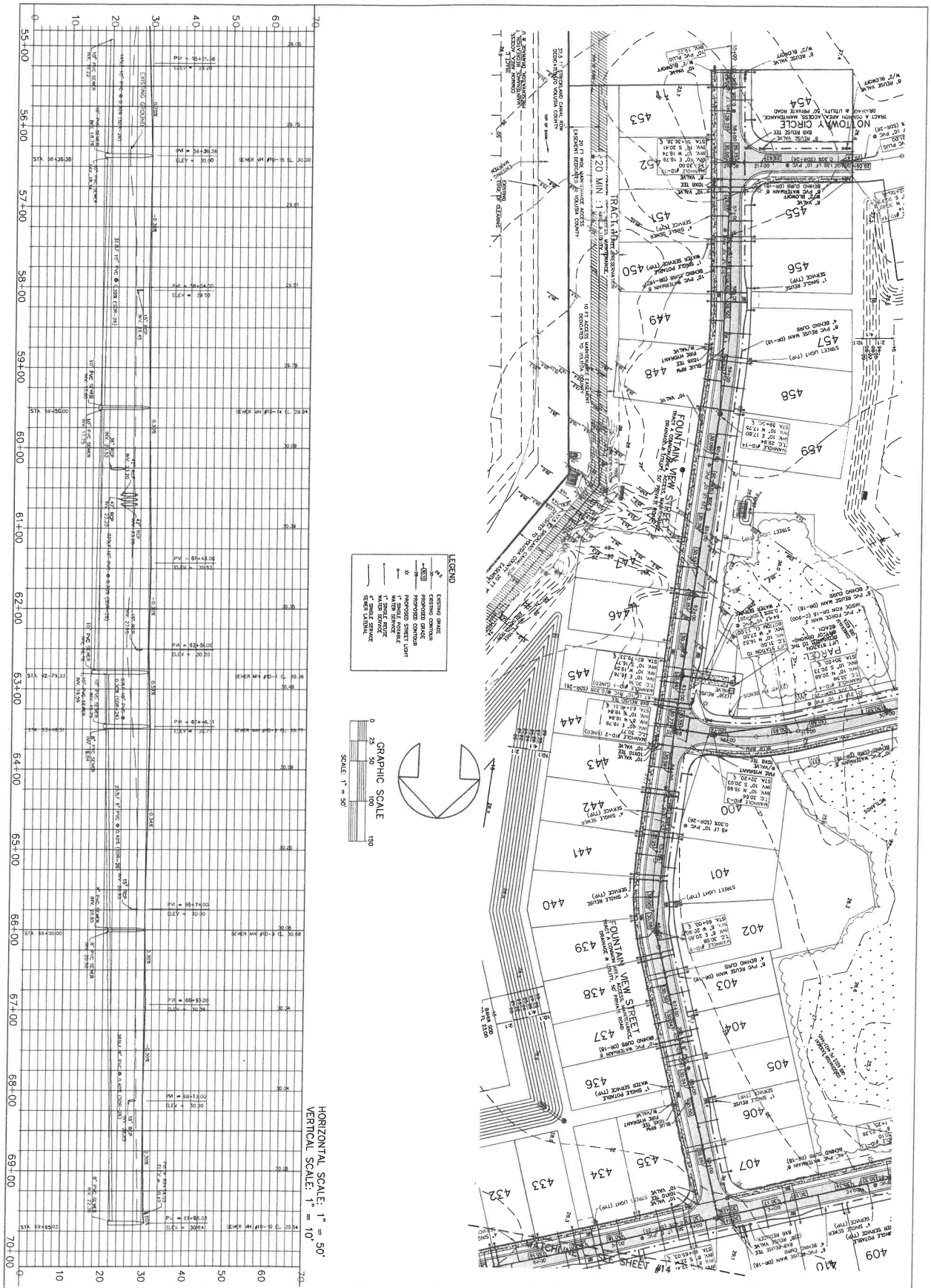
14
SHEET NO.

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA
HOUMAS STREET
STA. 29+00.00 – STA. 32+67.51
NOTTOWAY CIRCLE
STA. 19+88.00 – STA. 21+38.02

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

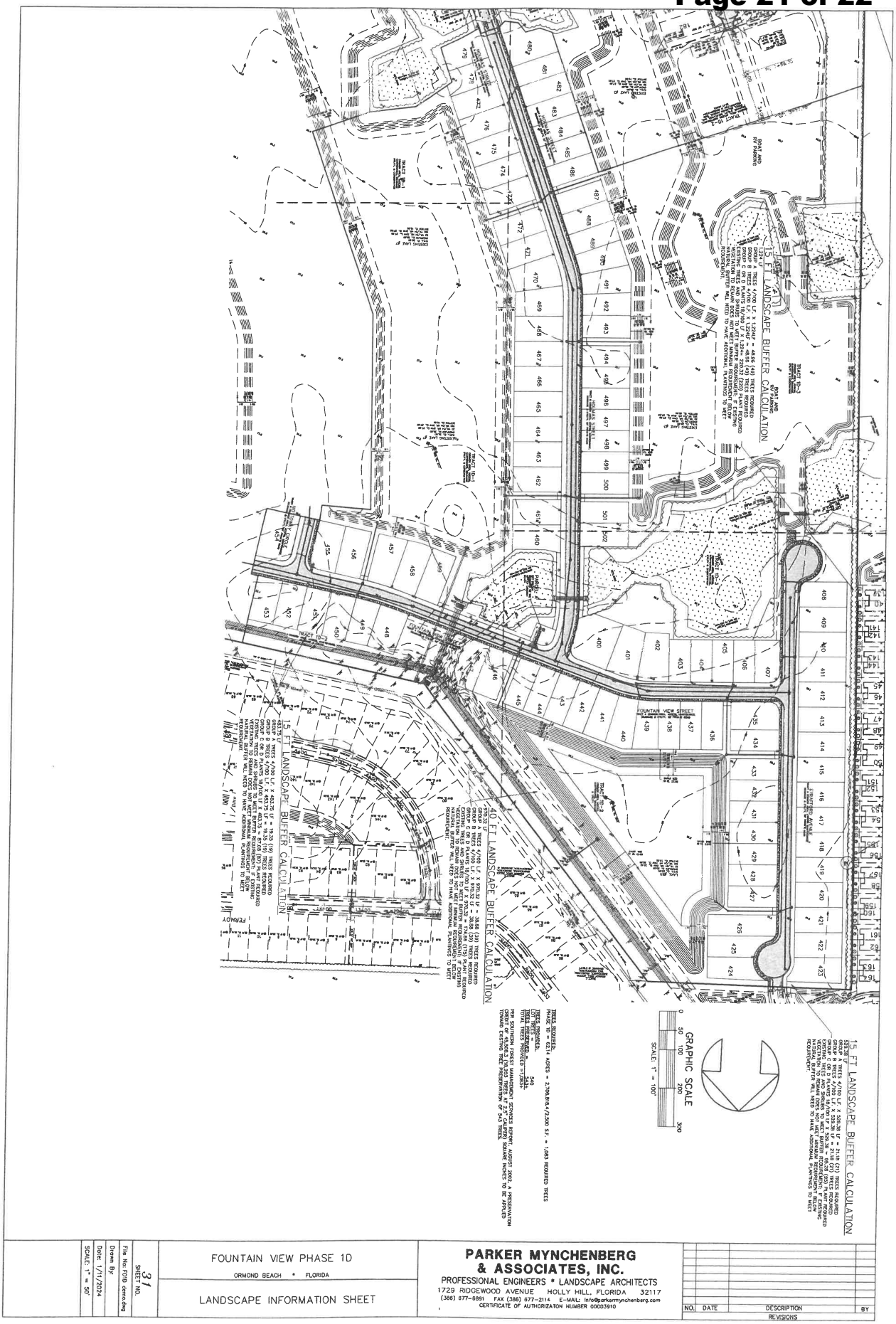
NO.	DATE	DESCRIPTION	BY
		REVISIONS	


HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'
LEGEND
GRAPHIC SCALE
SCALE: 1" = 50'
STRAFFORD AVENUE
MATCHLINE - SEE SHEET #14
15
SHEET NO.
File No: FOID utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'
FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA
STAFFORD AVENUE
STA. 0+00.00 – STA. 11+76.04
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



16 SHEET NO.	FOUNTAIN VIEW PHASE 1D ORMOND BEACH • FLORIDA FOUNTAIN VIEW STREET STA. 55+21.38 – STA. 69+65.03	**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

File No: FOID utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'


15 FT LANDSCAPE BUFFER CALCULATION
40 FT LANDSCAPE BUFFER CALCULATION
GRAPHIC SCALE
SCALE: 1" = 100'
FOUNTAIN VIEW PHASE 1D
ORMOND BEACH • FLORIDA
LANDSCAPE INFORMATION SHEET
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
SHEET NO. 31
File No: FOID demo.dwg
Drawn By:
Date: 1/11/2024
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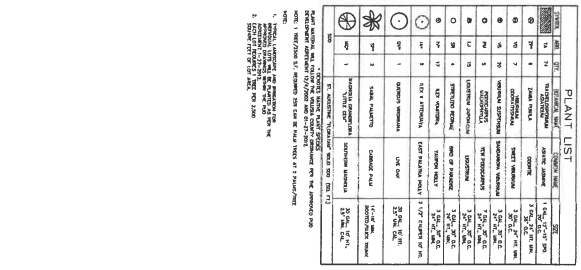
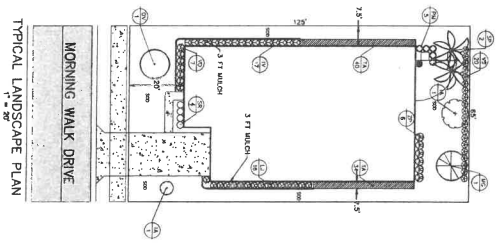


PLANT LIST

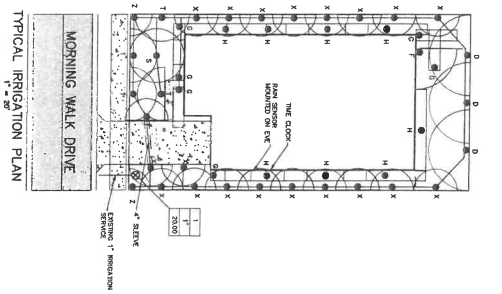
SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
			TREES		
	QN*	8	QUERCUS NIGRA	LIVE OAK	12'-14' HT. 3" CAL.
	LI*	7	LAGERSTROEMIA INDICA	CRAPE MYRTLE	8'-10' HT. 2" CAL. MIN.
	MG*	15	MAGNOLIA GRANDIFLORA 'DD'	SOUTHERN MAGNOLIA	8'-10' HT. 2" CAL. MIN.
	PA*	5	PERSEA AMERICANA	AVOCADO	7'-8' HT. 2" CAL.
			SHRUBS		
	LI*	15	LIGUSTRUM JAPONICUM	WAX PRIVET	3'-4' HT. 30" O.C.
	PE*	1	PITTOSPORUM TENUIFOLIUM	GOLF BALL	3'-4' HT. 30" O.C.
	PH*	17	PHOENIX ROEBELENII	DWARF PYGMY DATE PALM	3'-4' HT. 30" O.C.
	FX*	1	FICUS X 'ATHENS'	LITTLE PALMETTO	3'-4' HT. 30" O.C.
	SP*	1	SERENOA REPENS	SAW PALMETTO	3'-4' HT. 30" O.C.
			GROUNDCOVER		
	CA*	2	CARISSA MACROCARPA	NATAL PLUM	12"-18" HT. 24" O.C.
			SOD		
			BAHIA GRASS		

PLANT MATERIAL MUST BE INSTALLED WITHIN 90 DAYS OF ISSUANCE OF CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION. DEVELOPMENT AGREEMENT 12/1/2020 AND 6-1-21-1201.

NOTE: 1 PRESERVED S.F. REQUIRED FOR EVERY 1 SQUARE FOOT OF IMPERVIOUS AREA. NO IMPERVIOUS AREA WAS APPROVED FOR THIS PROJECT.



TYPICAL LANDSCAPE PLAN
1" = 20'
TREES PROVIDED PER LOT = 5



TYPICAL IRRIGATION PLAN
1" = 20'
NOTE: LOT TO USE MULTIPLE ZONES



LOT TREES REQUIRED

PLANNING BOARD
STAFF REPORT
Fountain View, Phase 1D, Preliminary Plat
Project Number: SPRC-2024-000016

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATE:	May 21, 2024 (one hearing only)
APPLICANT:	Plantation Oaks of Ormond Beach, LLC
LOCATION:	1700 Plantation Oaks Boulevard, Plantation Oaks Planned Residential Development, phase 1
REQUEST:	Preliminary plat approval for 103 single-family lots on 62.14 acres within the Plantation Oaks Planned Residential Development.
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 from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard. 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 Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Hardened central clubhouse is required for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 **August 17, 2018** Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A “Legal Description”. • Amend Exhibit B “typical 65x110 lot irrigation plan” Resolution #2012-24 Amendment. • Exhibit C “Signage” adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot-tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	Amendments to Resolution #2002-199 and Resolution #2012-24
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

Action/Approval date	Description
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services, but the property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. It contains a condition that 427 units may be constructed until additional utility improvements are made.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	This action amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original legal description of the annexation owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.

June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course in Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert the former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS:

The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Volusia County Halifax Plantation Dixie Ridge	Volusia County Urban Low Intensity	Volusia County Planned Unit Development
South	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
West	Volusia County Halifax Plantation	Volusia County Urban Low Intensity	Volusia County R-3, Urban Single-Family Residential

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.

Phase	Unit/Phase	Type	Lots	Status
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: (Resolution 2021-100). 2. Final plat: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: (Resolution 2024-29). 2. Final plat: Current application, April 11, 2024 Planning Board. 1. Infrastructure construction completed.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: April 2, 2024 City Commission meeting.
1	D (Fountain View, Phase 1D)	Single-Family	103	1. Under application with Planning Board review on April 11, 2024
1	E (Fountain View, Phase 1E)	Single-Family	110	2. Under application with Planning Board review on April 11, 2024
1	F (Fountain View, Phase 1F)	Single-Family	97	3. Under application with Planning Board review on April 11, 2024
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction underway.
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Infrastructure construction underway.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). 2. Infrastructure construction underway.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat (Resolution 2023-155). 2. Infrastructure construction underway.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat (Resolution 2023-156).

Key aspects of the Fountain View Phase 1D subdivision include:

1. The subject property is part of phase 1 of the Plantation Oaks subdivision and must be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 55' in width and 100' in depth. The plat shows typical lot dimensions of 55' and 65' by 125'.
4. The project abuts Volusia County Halifax Plantation subdivision and shows an emergency access connection with the Halifax Plantation subdivision.
5. The subdivision contains a boat and recreational vehicle parking area.
6. Access is proposed through the Fountain View, Phase 1C, subdivision.
7. The plat includes a dedication to Volusia County for the existing Strickland Canal right-of-way.
8. The plat calls out existing conservation easements dedicated to the Saint Johns River Water Management District.
9. The subdivision setbacks/standards are:
   A. Front = 20 feet
   B. Rear = 20 feet
   C. Waterfront = 20 feet
   D. Side = 7.5 feet
   E. Side corner = 15 feet
   F. Height = 35 feet
   G. Maximum building coverage = 60%
   H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered 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 to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, 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 to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-17, Preliminary plat approval procedures of the Land Development Code establish the preliminary plat process. Per Section 4-17 of the Land Development Code, the following should be considered in the review of the preliminary plat:

(1) All preliminary plat and plans shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats and plans.

The preliminary plat plans (ATTACHMENT 2) have been prepared by a Florida-licensed surveyor. The subdivision construction drawings (ATTACHMENT 3) have been prepared by a Florida-licensed professional engineer.

(2) Required information, including site and development data, development plan, and master road and utility layout plan.

ATTACHMENT 3 includes the required site plan information, including utilities, stormwater, and roadway layout and construction.

(3) Consistency with the approved development order or zoning district for the property under application.

ATTACHMENT 4 includes the latest amendment for the Plantation Oaks Planned Residential Development, and the proposed preliminary plat is consistent with the zoning approval.

(4) Consistency with the provisions of the Land Development Code.

The property is designated “Low Density Residential” on the City’s Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City’s Comprehensive Plan. The subdivision is part of a master-planned subdivision and will not adversely impact environmentally sensitive lands or natural resources. There is adequate capacity in the public infrastructure to serve this project. The applicant constructed Plantation Oaks Boulevard. There are sufficient water and sewer services to the subdivision. The preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and Plantation Oaks Planned Residential Development.

SECTION 5, RECOMMENDATION:

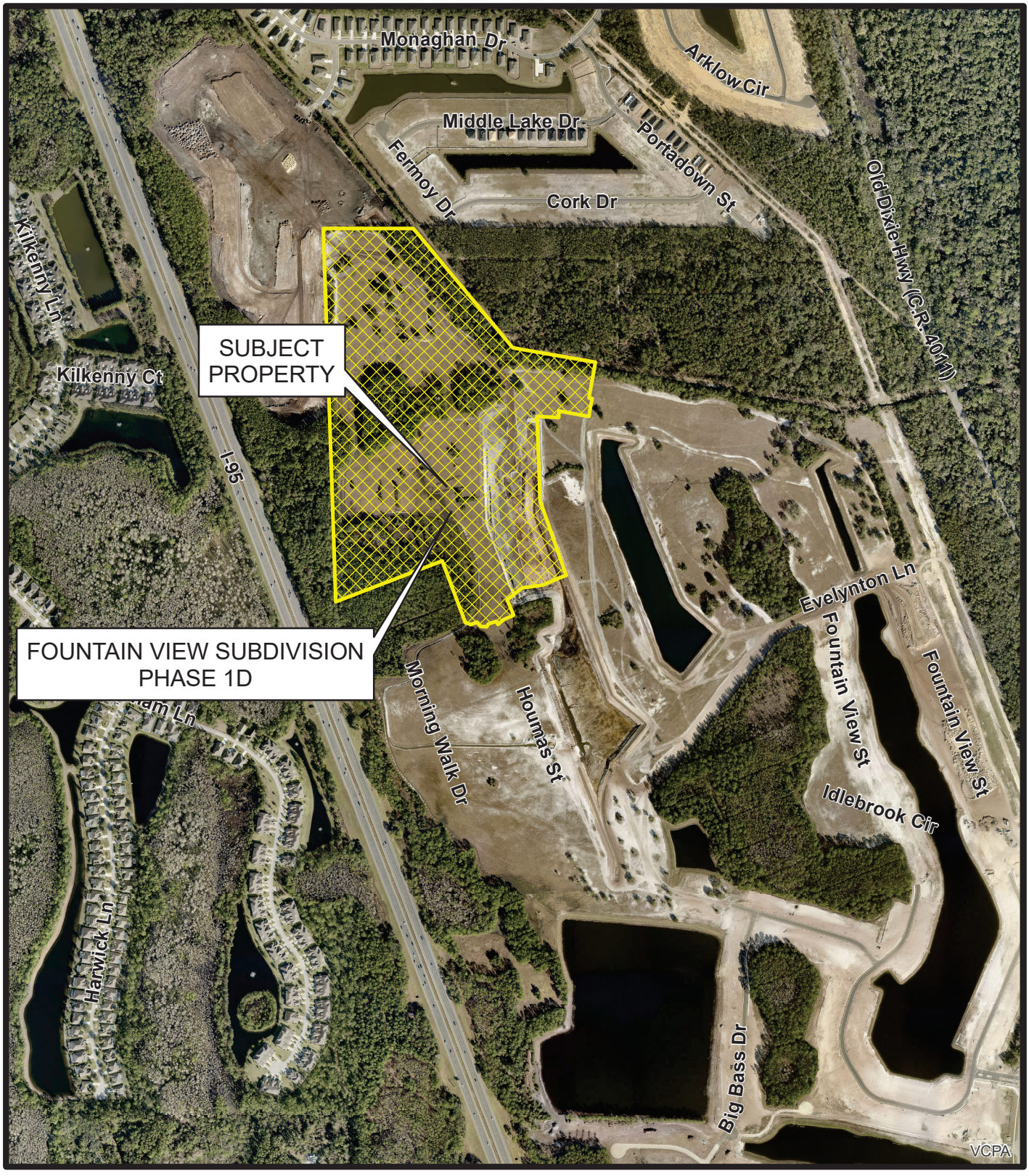
It is recommended that the Planning Board **APPROVE** the preliminary plat for Fountain View, Phase 1D, consisting of 103 lots on approximately 62.14 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

Attachment 1: Location map and overall Plantation Oaks subdivision map
Attachment 2: Preliminary plat
Attachment 3: Subdivision construction plans
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Project Maps



AERIAL MAP
FOUNTAIN VIEW SUBDIVISION PHASE 1D

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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W E
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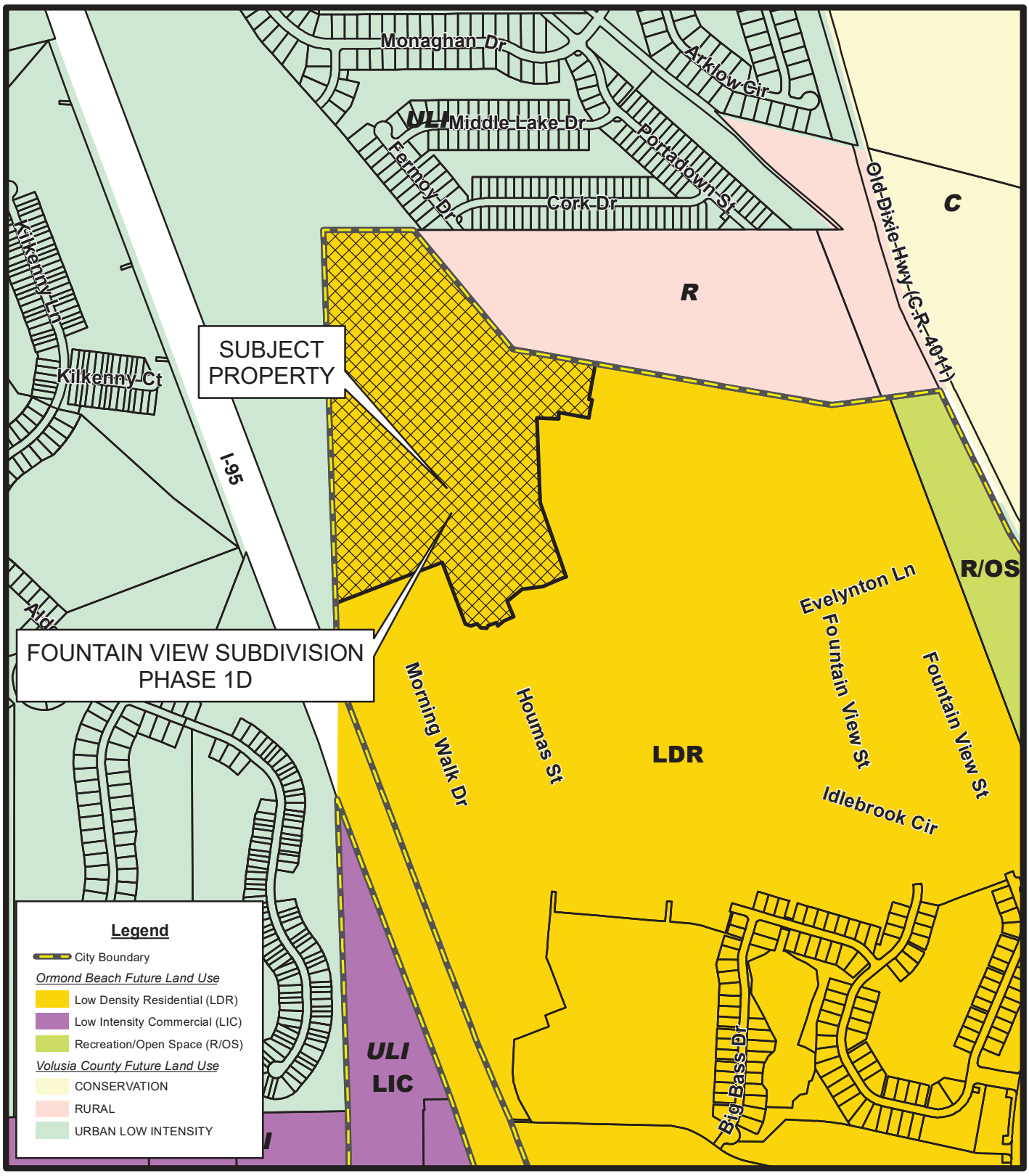
N.T.S.



FUTURE LAND USE MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1D

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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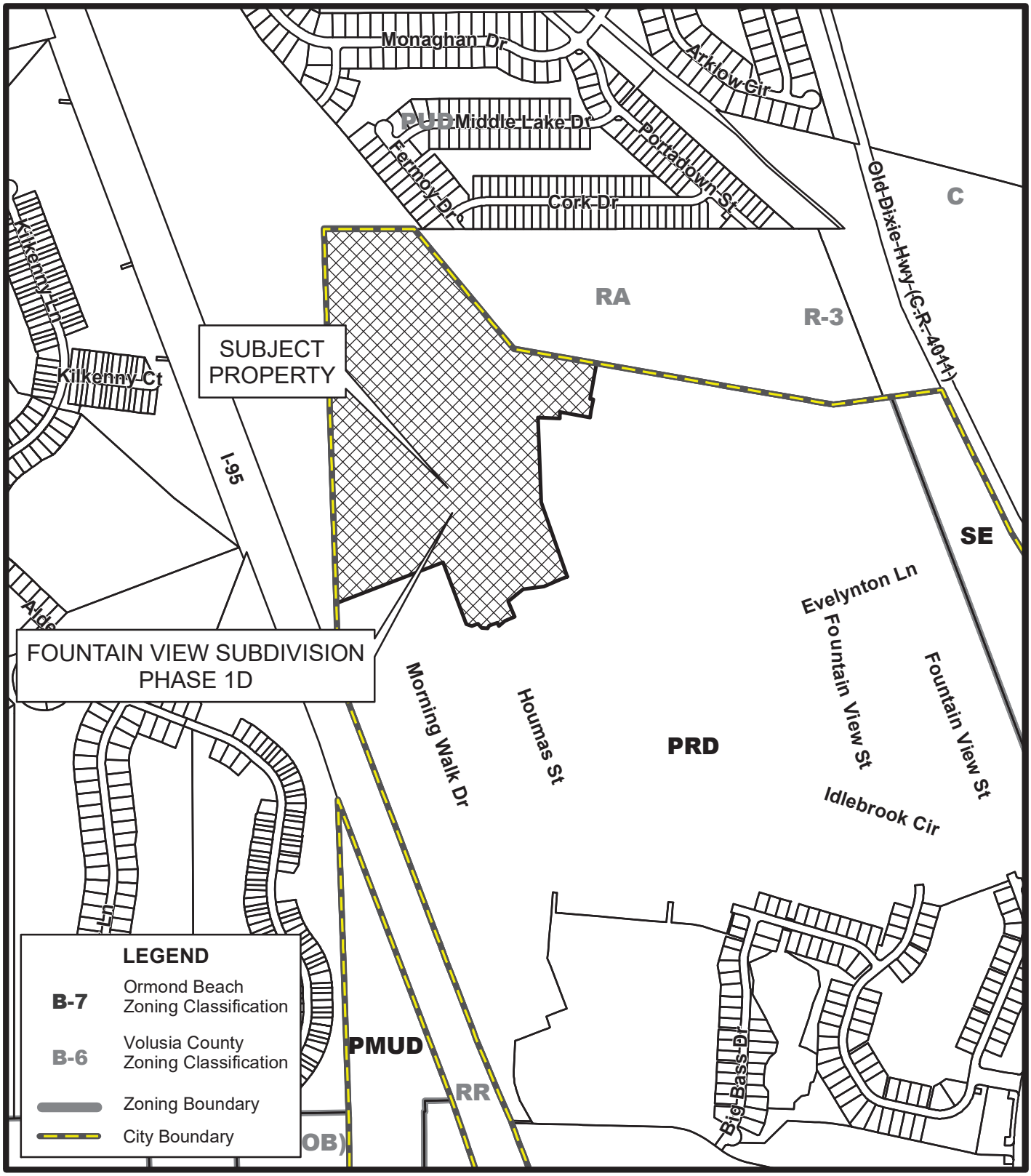

ZONING MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1D

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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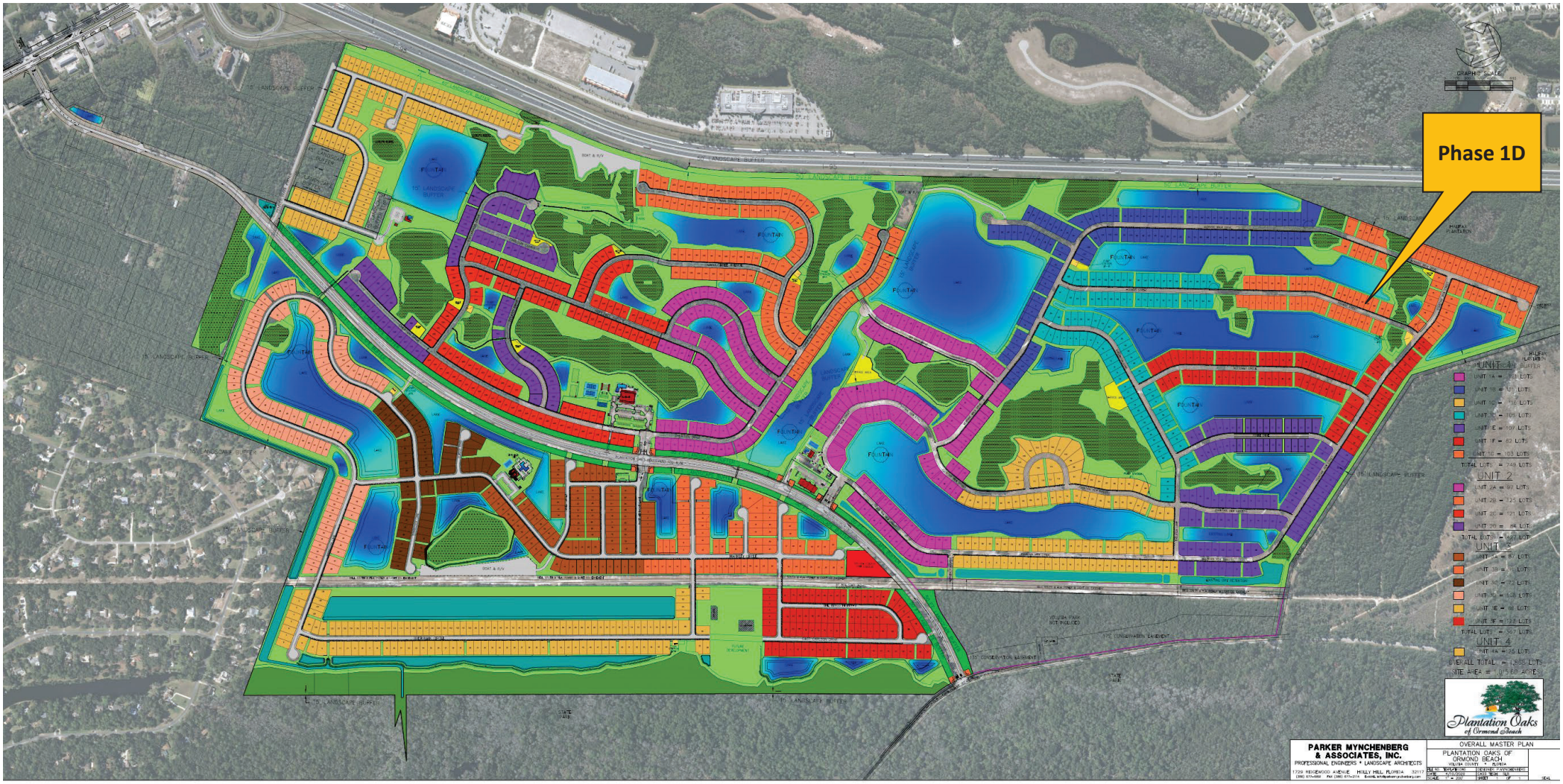
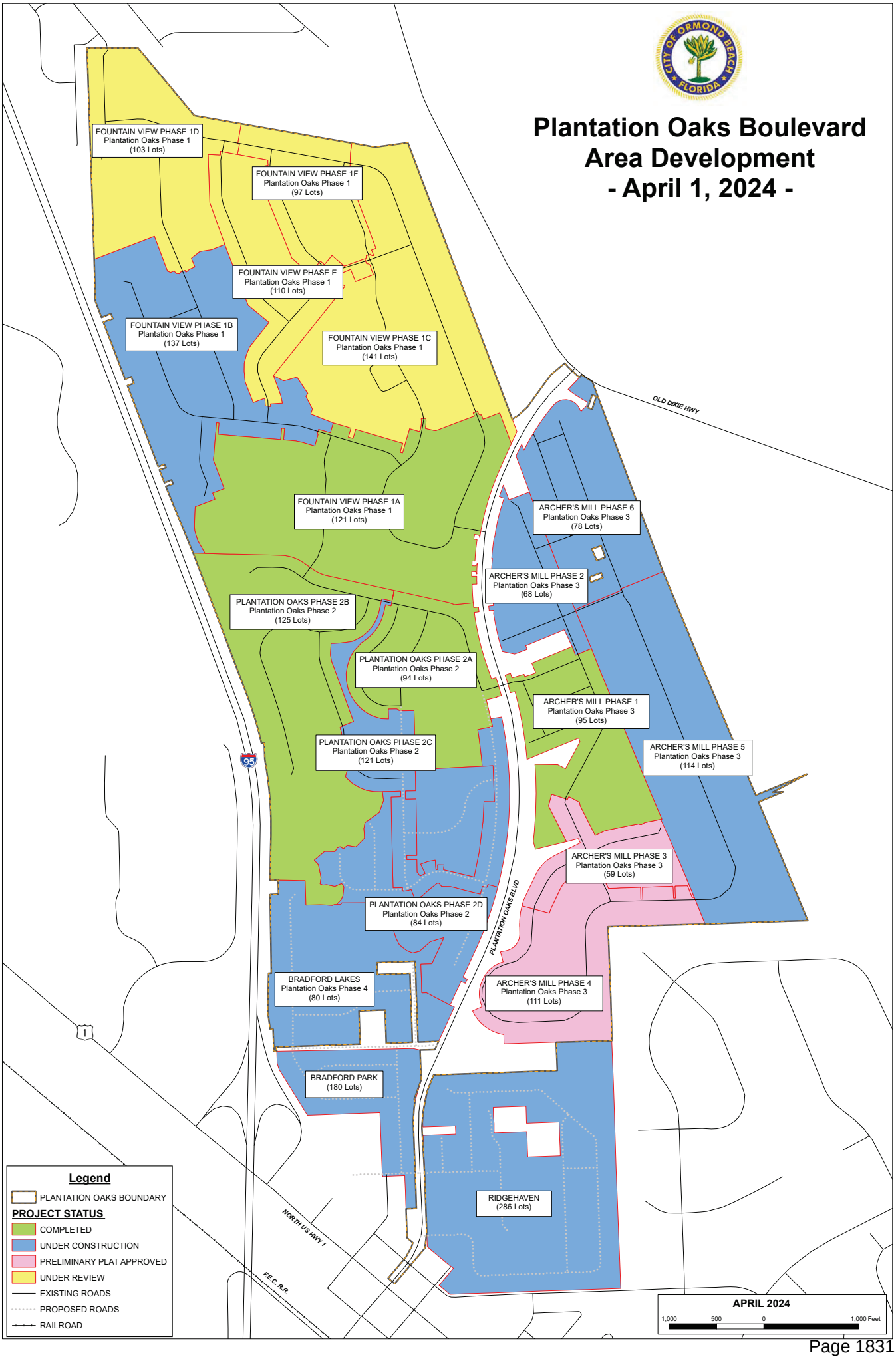
Plantation Oaks Planned Residential Development Overall Map




Plantation Oaks Boulevard
Area Development
- April 1, 2024 -
FOUNTAIN VIEW PHASE 1D
Plantation Oaks Phase 1
(103 Lots)
FOUNTAIN VIEW PHASE 1F
Plantation Oaks Phase 1
(97 Lots)
FOUNTAIN VIEW PHASE E
Plantation Oaks Phase 1
(110 Lots)
FOUNTAIN VIEW PHASE 1B
Plantation Oaks Phase 1
(137 Lots)
FOUNTAIN VIEW PHASE 1C
Plantation Oaks Phase 1
(141 Lots)
FOUNTAIN VIEW PHASE 1A
Plantation Oaks Phase 1
(121 Lots)
PLANTATION OAKS PHASE 2B
Plantation Oaks Phase 2
(125 Lots)
PLANTATION OAKS PHASE 2A
Plantation Oaks Phase 2
(94 Lots)
PLANTATION OAKS PHASE 2C
Plantation Oaks Phase 2
(121 Lots)
PLANTATION OAKS PHASE 2D
Plantation Oaks Phase 2
(84 Lots)
BRADFORD LAKES
Plantation Oaks Phase 4
(80 Lots)
BRADFORD PARK
(180 Lots)
RIDGEHAVEN
(286 Lots)
ARCHER'S MILL PHASE 6
Plantation Oaks Phase 3
(78 Lots)
ARCHER'S MILL PHASE 2
Plantation Oaks Phase 3
(68 Lots)
ARCHER'S MILL PHASE 1
Plantation Oaks Phase 3
(95 Lots)
ARCHER'S MILL PHASE 5
Plantation Oaks Phase 3
(114 Lots)
ARCHER'S MILL PHASE 3
Plantation Oaks Phase 3
(59 Lots)
ARCHER'S MILL PHASE 4
Plantation Oaks Phase 3
(111 Lots)
OLD DIXIE HWY
PLANTATION OAKS BLVD
NORTH US HWY 1
F.E.C. R.R.
95
1
Legend
PLANTATION OAKS BOUNDARY
PROJECT STATUS
COMPLETED
UNDER CONSTRUCTION
PRELIMINARY PLAT APPROVED
UNDER REVIEW
EXISTING ROADS
PROPOSED ROADS
RAILROAD
APRIL 2024
1,000 500 0 1,000 Feet

ATTACHMENT 2

Preliminary Plat

FOUNTAIN VIEW, PHASE 1D

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

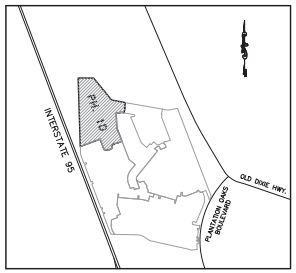
MAP BOOK:__ PAGE:__

LEGAL DESCRIPTION:

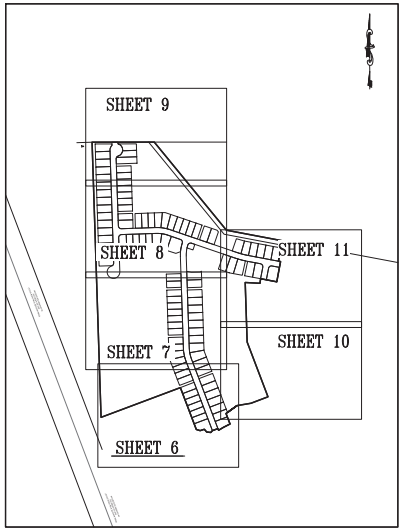
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2899.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET TO THE POINT OF BEGINNING; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 2345.81 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°59'18"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 529.38 FEET; THENCE DEPARTING SAID NORTH LINE, S39°21'36"E, A DISTANCE 970.32 FEET; THENCE S79°18'18"E, A DISTANCE OF 483.75 FEET; THENCE S10°41'42"W, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E, A DISTANCE OF 18.76 FEET; THENCE S10°41'42"W, A DISTANCE OF 175.00 FEET; THENCE N79°18'18"W, A DISTANCE OF 139.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF S06°34'20"W, AND A CHORD DISTANCE OF 39.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE N86°53'56"W, A DISTANCE OF 126.72 FEET; THENCE S01°53'56"E, A DISTANCE OF 507.37 FEET; THENCE S20°49'12"E, A DISTANCE OF 499.33 FEET; THENCE S69°10'48"W, A DISTANCE OF 155.53 FEET; THENCE S80°46'21"W, A DISTANCE OF 120.61 FEET; THENCE S53°53'21"W, A DISTANCE OF 115.40 FEET; THENCE S20°49'12"E, A DISTANCE OF 94.88 FEET; THENCE S63°08'36"W, A DISTANCE OF 62.41 FEET; THENCE S59°03'34"W, A DISTANCE OF 48.70 FEET; THENCE N20°49'12"W, A DISTANCE OF 14.74 FEET; THENCE S69°10'48"W, A DISTANCE OF 50.00 FEET; THENCE S42°16'21"W, A DISTANCE OF 20.94 FEET; THENCE N83°22'14"W, A DISTANCE OF 35.41 FEET; THENCE N40°15'45"W, A DISTANCE OF 31.01 FEET; THENCE S71°41'43"W, A DISTANCE OF 37.45 FEET; THENCE N73°13'10"W, A DISTANCE OF 34.29 FEET; THENCE N20°49'12"W, A DISTANCE OF 381.71 FEET; THENCE S69°26'25"W, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2706678.28 SQUARE FEET, 62.137 ACRES



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

INDEX OF SHEETS:

1	COVER SHEET (CURRENT)
2	GENERAL NOTES SHEET
3–5	KEY SHEETS
6–11	DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1D", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

THE 37.50 FOOT RIGHT OF WAY FOR STRICKLAND CANAL IS HEREBY DEDICATED IN FEE TO THE COUNTY OF VOLUSIA.

A PORTION OF TRACT 1D-2, IS HEREBY SUBJECT TO A 10.00 FOOT WIDE AND A 20.00 FOOT WIDE MAINTENANCE ACCESS EASEMENT BOTH BEING ADJACENT TO THE STRICKLAND CANAL RIGHT OF WAY AND ARE HEREBY DEDICATED TO COUNTY OF VOLUSIA FOR CANAL MAINTENANCE.

TRACT A SHOWN HEREON AS STRAFFORD AVENUE, FOUNTAIN VIEW STREET, HOUMAS STREET, NOTTOWAY CIRCLE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

PARCEL "A" (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACT 1D-2 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

TRACT 1D-1 & 1D-3 IS HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND CONSERVATION.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
_____ PLANTATION OAKS OF ORMOND BEACH LLC.,
PRINT NAME A FLORIDA LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL
MY COMMISSION NUMBER_____
MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1D" 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

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 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

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

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 11

FOUNTAIN VIEW, PHASE 1D

MAP BOOK:__ PAGE:__

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____–____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 8452, PAGES 225 – 326. AMENDMENT TO COVENANTS AND RESTRICTIONS PHASE 1A RECORDED IN O.R. BOOK 7584 PAGE 1319.

7. 1.0 FOOT NON–VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS IS PERMITTED.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK ___, PAGE ___, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. TRACTS 1D–1 & 1D–3 ARE SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

18. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

19. TRACT A PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

TOTAL PHASE 1D SITE AREA = 62.137 ACRES
TOTAL L.F. OF ROADS PH. 1D = 4377.13 L.F.

LOTS 400–502	18.320 ACRES
PARCEL A LIFT STATION	0.060 ACRES
TRACT A COMMON AREA/ACCESS/MAINTENANCE/DRAINAGE & UTILITY 50' PRIVATE ROAD	5.226 ACRES
TRACT 1D–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	11.432 ACRES
TRACT 1D–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	6.836 ACRES
TRACT 1D–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	18.980 ACRES
STRICKLAND CANAL 37.50 FEET RIGHT OF WAY TO VOLUSIA COUNTY	1.277 ACRES

TOTAL NUMBER OF LOTS = 103 LOTS
TOTAL NUMBER OF TRACTS = 4
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
FOUNTAIN VIEW STREET	1443.65 L.F.
HOUMAS STREET	1676.74 L.F.
STRAFFORD AVENUE	1106.74 L.F.
NOTTOWAY CIRCLE	150.00 L.F.

SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.

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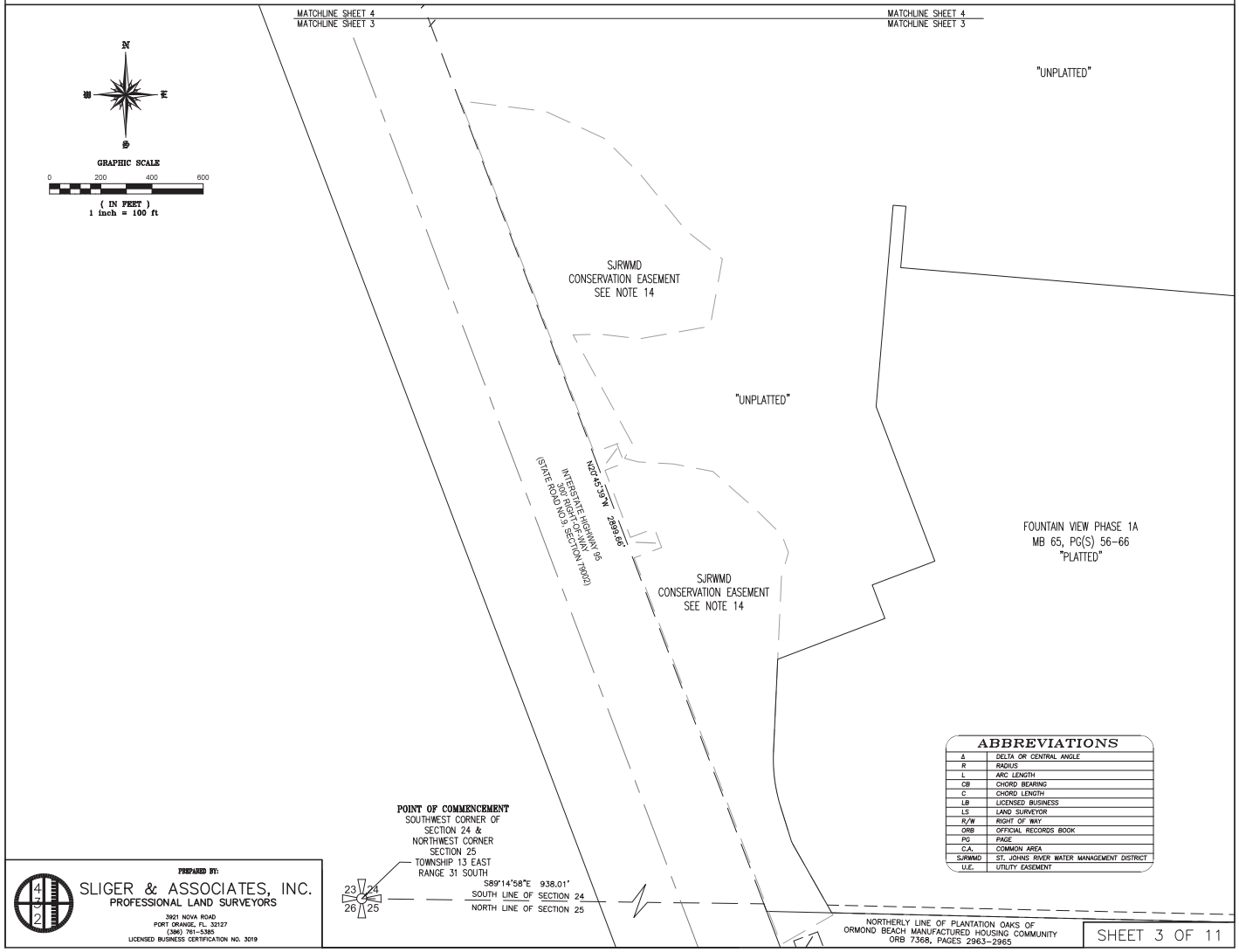
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1D

MAP BOOK:__ PAGE:__

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE
0 200 400 600
(IN FEET)
1 inch = 100 ft

ABBREVIATIONS	
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R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

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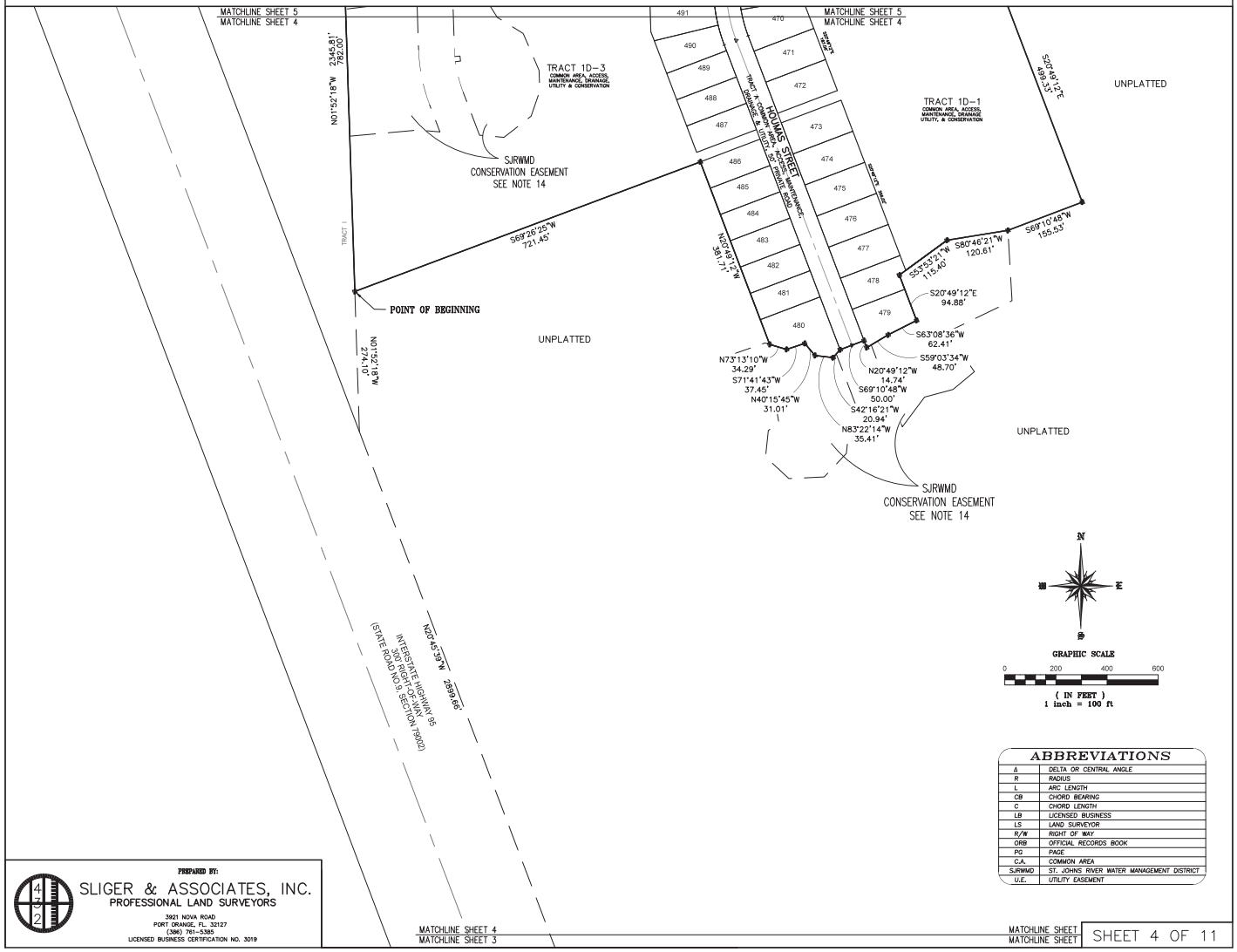

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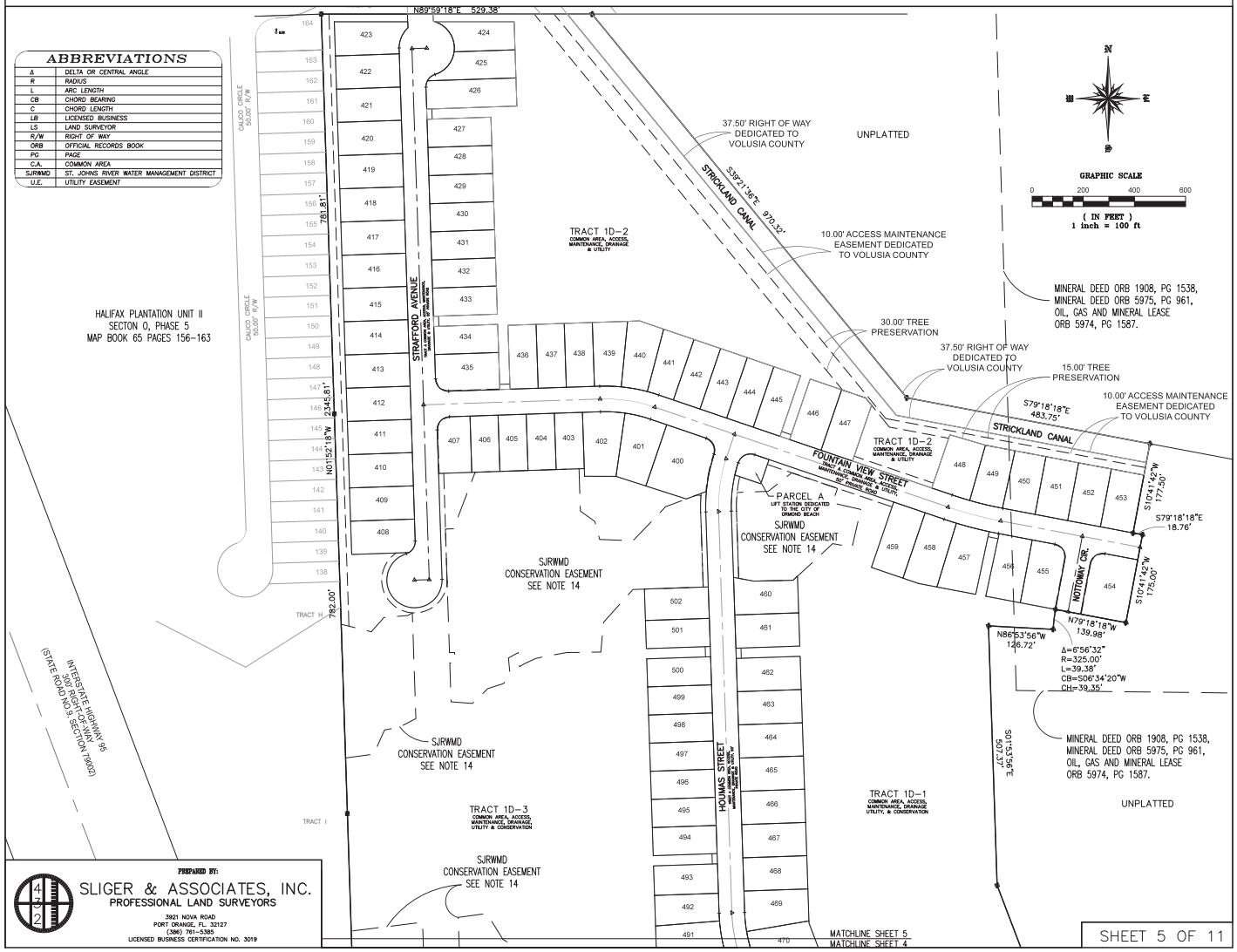

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GRAPHIC SCALE
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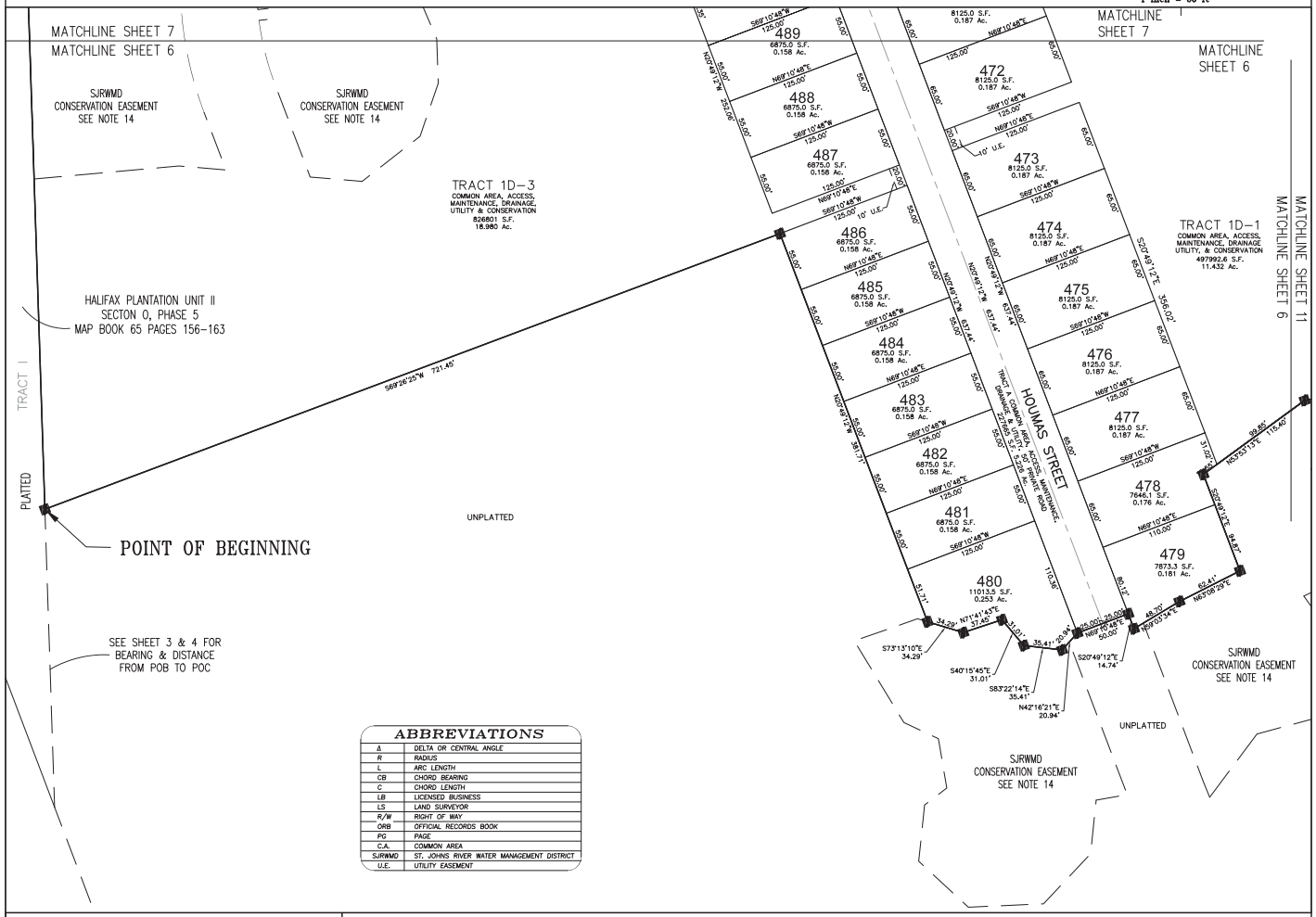
(IN FEET)
1 inch = 50 ft



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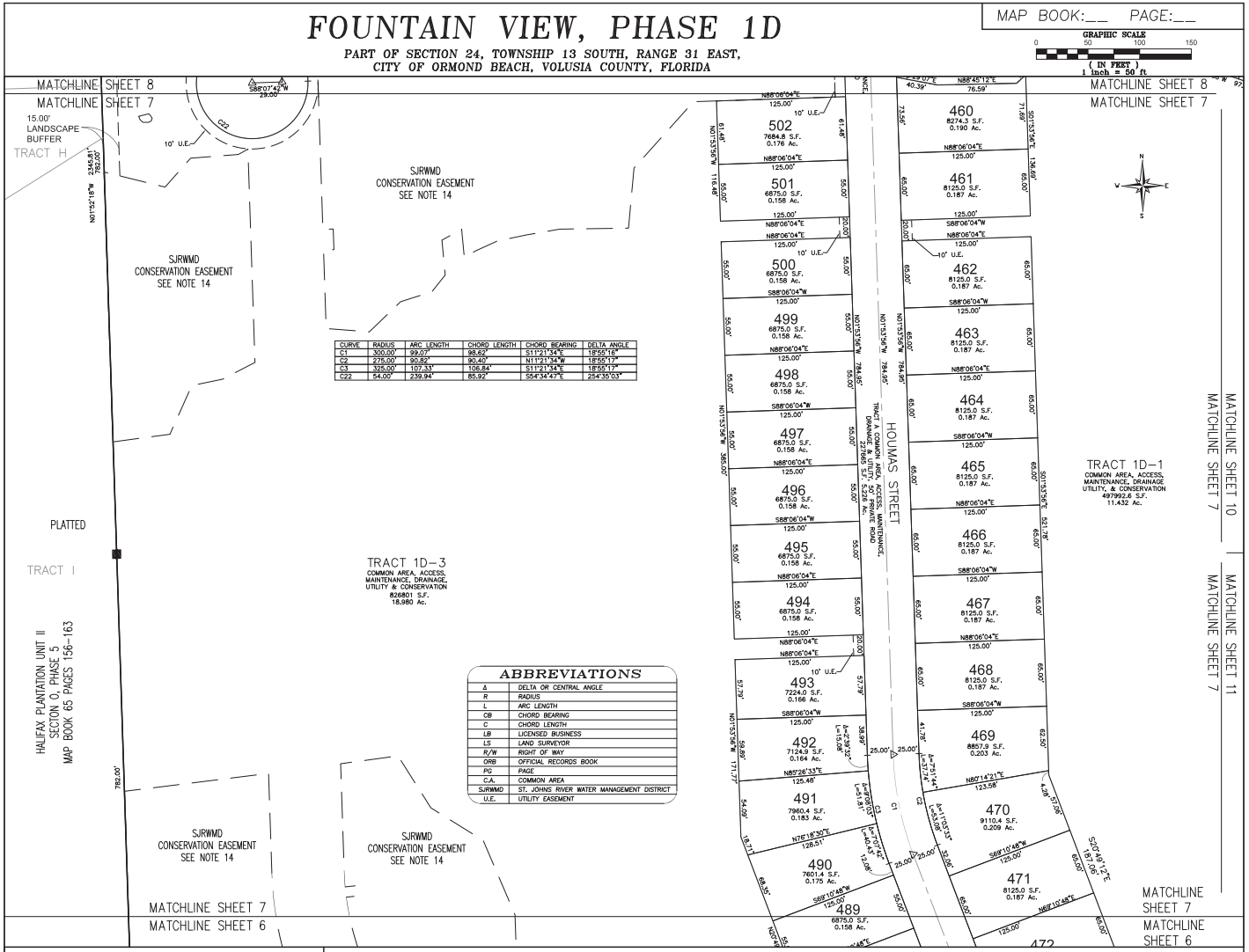

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	99.07'	98.62'	S11°21'34"E	18°55'16"
C2	275.00'	90.82'	90.40'	N11°21'34"W	18°55'17"
C3	325.00'	107.33'	106.84'	S11°21'34"E	18°55'17"
C22	54.00'	239.94'	85.92'	S54°34'47"E	254°35'03"

ABBREVIATIONS

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SHEET 7 OF 11

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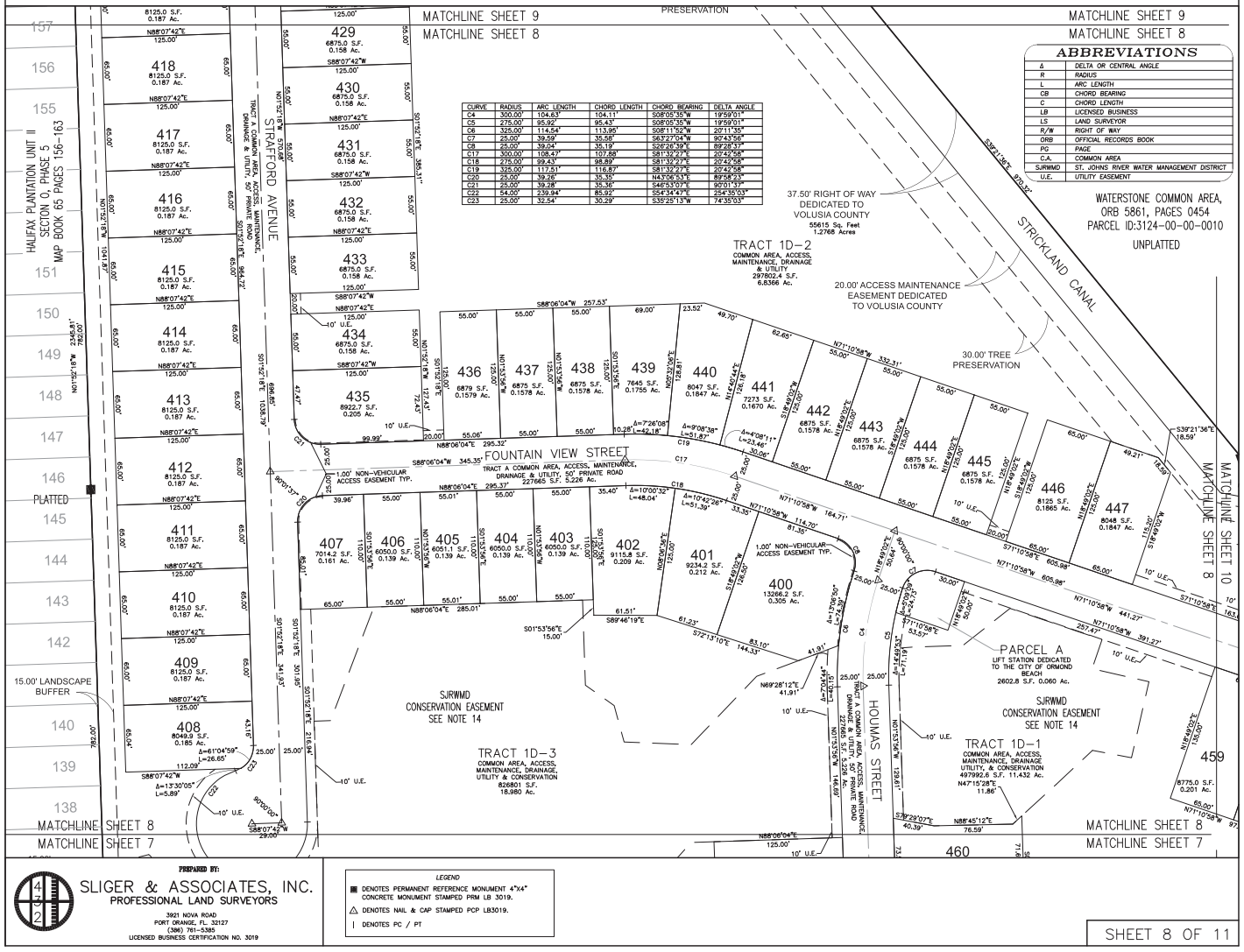

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	300.00'	104.63'	104.11'	S08°05'35"W	19°59'01"
C5	275.00'	95.92'	95.43'	S08°05'35"W	19°59'01"
C6	325.00'	114.54'	113.95'	S08°11'52"W	20°11'35"
C7	25.00'	39.59'	35.58'	S63°27'04"W	90°43'56"
C8	25.00'	39.04'	35.19'	S26°26'39"E	89°28'37"
C17	300.00'	108.47'	107.88'	S81°32'27"E	20°42'58"
C18	275.00'	99.43'	98.89'	S81°32'27"E	20°42'58"
C19	325.00'	117.51'	116.87'	S81°32'27"E	20°42'58"
C20	25.00'	39.26'	35.35'	N43°06'53"E	89°58'23"
C21	25.00'	39.28'	35.36'	S46°53'07"E	90°01'37"
C22	54.00'	239.94'	85.92'	S54°34'47"E	254°35'03"
C23	25.00'	32.54'	30.29'	S35°25'13"W	74°35'03"

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SHEET 8 OF 11

FOUNTAIN VIEW, PHASE 1D

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C24	25.00'	32.53'	30.28'	S35°24'18"W	74°33'13"
C25	54.00'	140.32'	104.04'	S01°45'43"E	148°53'15"
C26	54.00'	44.11'	42.90'	S23°45'22"W	46°48'22"

KINSALE LANE 50.00' R/W

LIFFORD COURT 50.00' R/W

HALIFAX PLANTATION UNIT II SECTION O, PHASE 5 MAP BOOK 65 PAGES 156-163

TRACT D

TRACT B

STRICKLAND CANAL 75.00 FOOT R/W ACCORDING TO HALIFAX PLANTATION UNIT II, SECTION O, PHASE 5 MAP BOOK 65 PAGES 156-163

N01°56'19"W 168.61' 15.01' 50.03'

N 89°59'18" E 529.38'

S89°59'18"W 143.62' 11.93'

14.09' Δ=3°36'35" L=3.40' S89°59'18"W 154.72' 310.74'

423 8557.5 S.F. 0.196 Ac.

424 7223.1 S.F. 0.166 Ac.

N88°07'42"E 28.98'

N88°07'42"E 125.00'

N88°07'42"E 119.23'

Δ=64°32'26" L=60.83'

425 7644.8 S.F. 0.176 Ac.

422 8125.0 S.F. 0.187 Ac.

S88°07'42"W 125.00'

Δ=45°36'47" L=19.90' S88°07'42"W 173.30'

Δ=28°56'26" L=12.63'

426 9691.2 S.F. 0.222 Ac.

421 8125.0 S.F. 0.187 Ac.

N88°07'42"E 125.00'

176.43' N88°07'42"E 176.43'

S88°07'42"W 125.00'

420 8125.0 S.F. 0.187 Ac.

427 6913.8 S.F. 0.159 Ac.

S88°07'42"W 125.00'

419 8125.0 S.F. 0.187 Ac.

428 6875.0 S.F. 0.158 Ac.

N88°07'42"E 125.00'

429 6875.0 S.F.

STRAFFORD AVENUE

TRACT A COMMON AREA, ACCESS, DRAINAGE & UTILITY 227685 S.F. 5.226 Ac. 50' PRIVATE ROAD RIGHT-OF-WAY MAINTENANCE

15.00' LANDSCAPE BUFFER

N01°52'16"W 2345.81' 791.81'

N01°52'16"W 1553.00'

S01°15'15"E 1036.70'

S01°15'15"E 586.85'

S01°15'15"E 1389.31'

37.50' RIGHT OF WAY DEDICATED TO VOLUSIA COUNTY 55615 Sq. Feet 1.2768 Acres

TRACT 1D-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY 297802.4 S.F. 6.8366 Ac.

10.00' ACCESS MAINTENANCE EASEMENT DEDICATED TO VOLUSIA COUNTY

30.00' TREE PRESERVATION

STRICKLAND CANAL

S52°21'35"E 970.10'

UNPLATTED

MATCHLINE SHEET 9
MATCHLINE SHEET 8

MATCHLINE SHEET 9
MATCHLINE SHEET 8

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0 50 100 150
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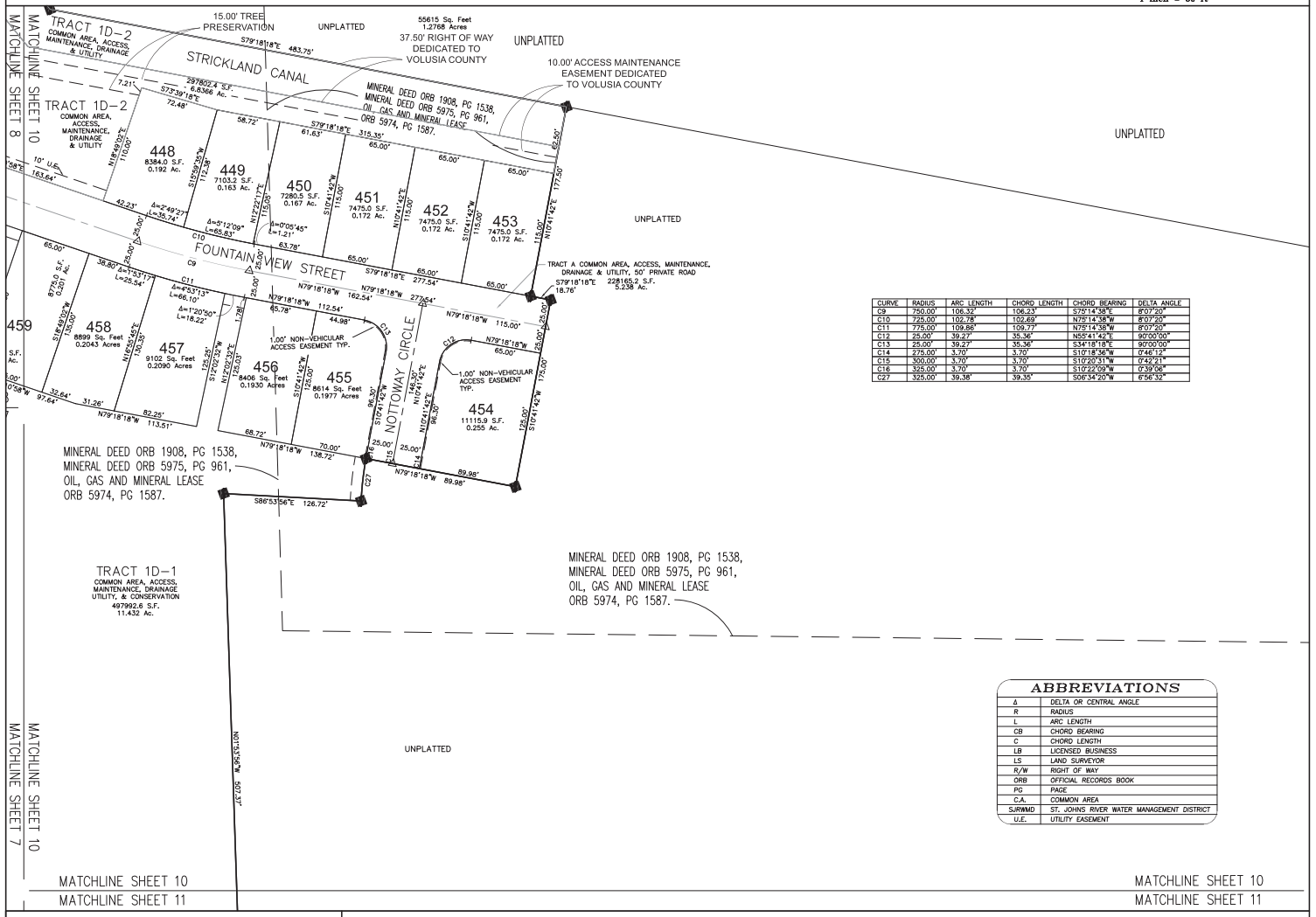

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	750.00'	106.32'	106.23'	S75°14'38"E	8°07'20"
C10	725.00'	102.78'	102.69'	N75°14'38"W	8°07'20"
C11	775.00'	109.86'	109.77'	N75°14'38"W	8°07'20"
C12	25.00'	39.27'	35.36'	N55°41'42"E	90°00'00"
C13	25.00'	39.27'	35.36'	S34°18'18"E	90°00'00"
C14	275.00'	3.70'	3.70'	S10°18'36"W	0°46'12"
C15	300.00'	3.70'	3.70'	S10°20'31"W	0°42'21"
C16	325.00'	3.70'	3.70'	S10°22'09"W	0°39'06"
C27	325.00'	39.38'	39.35'	S06°34'20"W	6°56'32"

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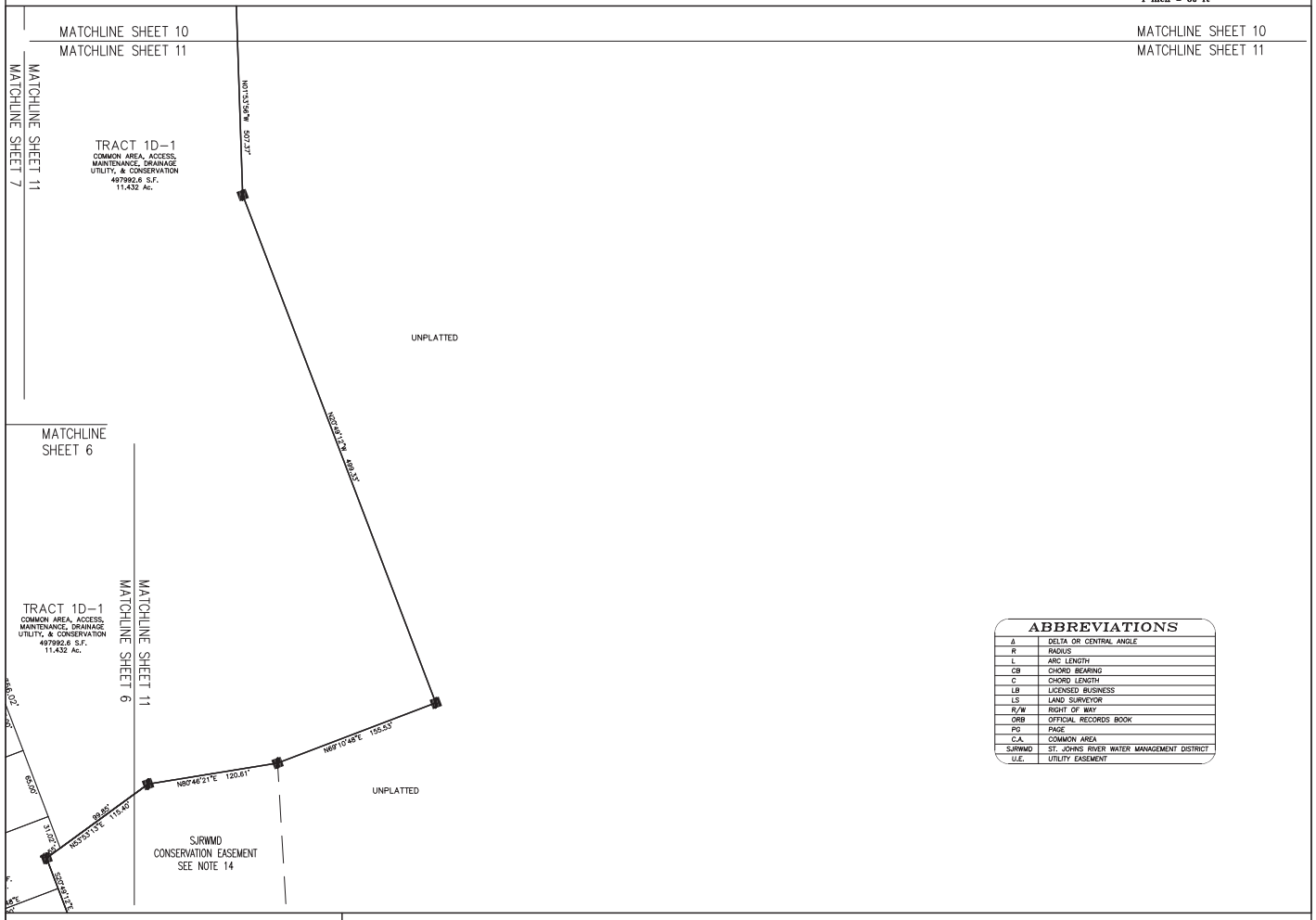

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SHEET 11 OF 11

ATTACHMENT 3

Subdivision construction plans

FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 1D
ORMOND BEACH, FLORIDA

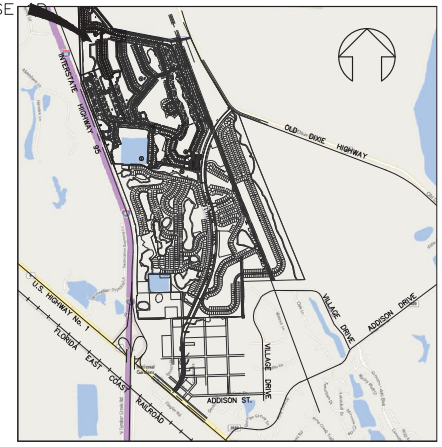
GENERAL NOTES

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", UNLESS OTHERWISE NOTED. 0.30% FOR 10" 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. DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED CONTEMPORARY LIGHTS WITH BLACK FIBERGLASS POLES. POLES AND LIGHTS PROVIDED BY FP&L.
6. ELEVATIONS REFER TO N.A.V.D. 88 DATUM.
7. MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
8. SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
9. POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
10. SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
11. ALL DISTURBED AREAS TO BE SODDED.
12. OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
13. PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
14. 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).
15. 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 6" 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 PLANS 711-001. IN ALL LOCATIONS.
16. ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY FOUNTAIN VIEW OF ORMOND BEACH HOME OWNERS ASSOCIATION INC.
17. ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
18. 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.
19. 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.
20. REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
21. ALL WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.



FLOOD MAP

F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1B IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Cassia fine sand, 0 to 2 percent slopes	19.2	30.8%
17	Daytona sand, 0 to 5 percent slopes	2.7	4.4%
27	Hontoon muck, frequently ponded, 0 to 1 percent slopes	2.5	4.0%
29	Immokalee sand	7.9	12.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	29.9	48.1%
Totals for Area of Interest		62.1	100.0%

SOILS MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S4	BOUNDARY AND TOPOGRAPHIC SURVEY
P1-P11	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	LIFT STATION DETAILS
29-30	REUSE SYSTEM WATER DETAILS
31	LANDSCAPE INFORMATION SHEET
32	TYPICAL LOT LANDSCAPE/IRRIGATION PLAN
33	LANDSCAPE DETAILS
34	IRRIGATION DETAILS

LAND USE TABULATION

TOTAL PHASE 1D SITE AREA = 62.14 ACRES
TOTAL L.F. OF ROADS PH. 1D = 4,377 L.F.

LOTS 400-502	18.320 ACRES
PARCEL A LIFT STATION	0.060 ACRE
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD	5.238 ACRES
TRACT 1D-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	11.490 ACRES
TRACT 1D-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY	6.842 ACRES
TRACT 1D-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY & CONSERVATION	18.968 ACRES
STRICKLAND CANAL 37.50 R/W DEDICATION TO VOLUSIA COUNTY	1.277 ACRES

TOTAL NUMBER OF LOTS = 103 LOTS = 1.66 DU/AC
MINIMUM LOT SIZE 55' X 110'

SETBACKS:

FRONT	20 FEET
REAR	20 FEET
SIDE	7.5 FEET
SIDE CORNER NO ACCESS	15 FEET
WATERFRONT	20 FEET
MAXIMUM HEIGHT	35 FEET
MAXIMUM BUILDING COVERAGE	60%
MAXIMUM LOT COVERAGE	75%
MINIMUM FLOOR AREA	1,400 S.F.
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD	7.5 FEET
SIDE YARD CORNER NO ACCESS	15 FEET
REAR YARD	5 FEET
FRONT YARD	20 FEET

PROJECT NAME
FOUNTAIN VIEW OF ORMOND BEACH
PHASE 1D
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 62.14 ACRES INTO 108 SINGLE FAMILY FEE SIMPLE LOTS.

DEVELOPER
PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E:MAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR
JEFF BARNES, P.L.S. NO. 5576
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

PROJECT ATTORNEY
JEFF BROCK, ESQ.
SMITH BIGMAN & BROCK
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-6875
EMAIL: jbrock@daytonalaw.com

NO.	DATE	DESCRIPTION	BY
		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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No: FOPh3-CS.dwg
Drawn By: SLB
Date: 1/11/2024
SCALE: NONE

Digitally signed by Parker Mynchenberg
P.E. 32645
Date: 2024.02.08 13:40:43 -05'00'

BOUNDARY SURVEY

FOR

PLANTATION OAKS OF ORMOND BEACH, LLC

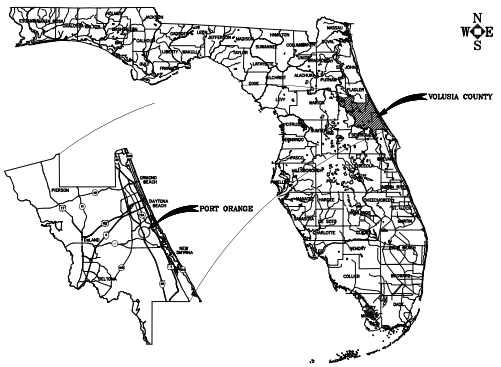
FOUNTAIN VIEW PHASE 1D

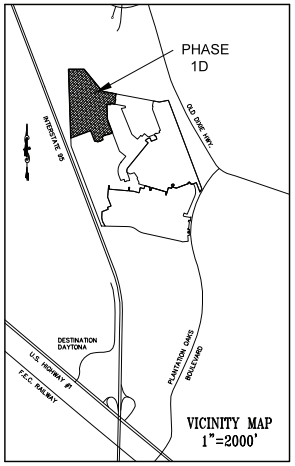
A PORTION OF

SECTION 24–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.





LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE N20°45'39"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2899.66 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 274.10 FEET TO THE POINT OF BEGINNING; THENCE N01°52'18"W, ALONG SAID WEST LINE A DISTANCE OF 2345.81 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°59'18"E, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 529.38 FEET; THENCE DEPARTING SAID NORTH LINE, S39°21'36"E, A DISTANCE 970.32 FEET; THENCE S79°18'18"E, A DISTANCE OF 483.75 FEET; THENCE S10°41'42"W, A DISTANCE OF 177.50 FEET; THENCE S79°18'18"E, A DISTANCE OF 18.76 FEET; THENCE S10°41'42"W, A DISTANCE OF 175.00 FEET; THENCE N79°18'18"W, A DISTANCE OF 139.98 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF S06°34'20"W, AND A CHORD DISTANCE OF 39.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE N86°53'56"W, A DISTANCE OF 126.72 FEET; THENCE S01°53'56"E, A DISTANCE OF 507.37 FEET; THENCE S20°49'12"E, A DISTANCE OF 499.33 FEET; THENCE S69°10'48"W, A DISTANCE OF 155.53 FEET; THENCE S80°46'21"W, A DISTANCE OF 120.61 FEET; THENCE S53°53'21"W, A DISTANCE OF 115.40 FEET; THENCE S20°49'12"E, A DISTANCE OF 94.88 FEET; THENCE S63°08'36"W, A DISTANCE OF 62.41 FEET; THENCE S59°03'34"W, A DISTANCE OF 48.70 FEET; THENCE N20°49'12"W, A DISTANCE OF 14.74 FEET; THENCE S69°10'48"W, A DISTANCE OF 50.00 FEET; THENCE S42°16'21"W, A DISTANCE OF 20.94 FEET; THENCE N83°22'14"W, A DISTANCE OF 35.41 FEET; THENCE N40°15'45"W, A DISTANCE OF 31.01 FEET; THENCE S71°41'43"W, A DISTANCE OF 37.45 FEET; THENCE N73°13'10"W, A DISTANCE OF 34.29 FEET; THENCE N20°49'12"W, A DISTANCE OF 381.71 FEET; THENCE S69°26'25"W, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2706678.28 SQUARE FEET, 62.137 ACRES

SURVEY NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMENTMENT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. 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. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7. THERE IS EARTH WORK ALONG THE PROPOSED RIGHTS OF WAY IN THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A.

8. SOME MONUMENTATION ALONG THE BOUNDARY OF THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A, HAS NOT BEEN SET DUE TO CONSTRUCTION.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

IS TO PREPARE A BOUNDARY SURVEY FOR THE CLIENTS USE.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983.
COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:

PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 21–1238, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)

2–4 DETAIL SHEETS

LEGEND:

●	IRON ROD WITH CAP	⊗ GV	GAS VALVE	⊠ FOCB	FIBER OPTIC CABLE BOX	Ⓢ SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	⊗ RUV	REUSE VALE	⊠ FOCV	FIBER OPTIC CABLE VAULT	Ⓢ SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	⊗ SSV	SANITARY SEWER VALVE	⊸ ELP	ELECTRIC PANEL	Ⓖ GTMH	GREASE TRAP MANHOLE
◎	IRON PIPE	⊗ HHE	HAND HOLE (ELECTRIC)	⊸ FOCM	FIBER OPTIC CABLE MARKER	Ⓔ EMH	ELECTRIC MANHOLE
○	NAIL & DISK	⊠ WM	WATER METER	⊸ TPM	TELEPHONE CABLE MARKER	Ⓤ UMH	UTILITY MANHOLE
⁂	FD "X"/CUT IN CONCRETE	⊠ GM	GAS METER	⊸	SIGN	Ⓒ CO	CLEAN OUT
□	CONCRETE MONUMENT	☑ TB	TELEPHONE BOX	☼ LP	LIGHT POLE	Ⓕ FOC	FIBER OPTIC CABLE MANHOLE
△	DENOTES PC / PT	⊠ MB	MAIL BOX	☼ YL	YARD LIGHT	⋈ RBO	REUSE BLOWOFF ASSEMBLY
■	4"X4" CM / PRM	◪ TV	CABLE TELEVISION BOX	○	UTILITY POLE	▲	WETLANDS LOCATION
	SITE BENCHMARK	⊠ TSB	TRAFFIC SIGNAL BOX	⊸ GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	⊗ WV	WATER VALVE	⊠ EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION
—	CHANGE OF DIRECTION						

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
		PNT	POINT OF NON–TANGENT								

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES

Digitally signed by JEFFREY W BARNES
Date: 2023.12.20 09:41:39 -05'00'

DATE:

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1801 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

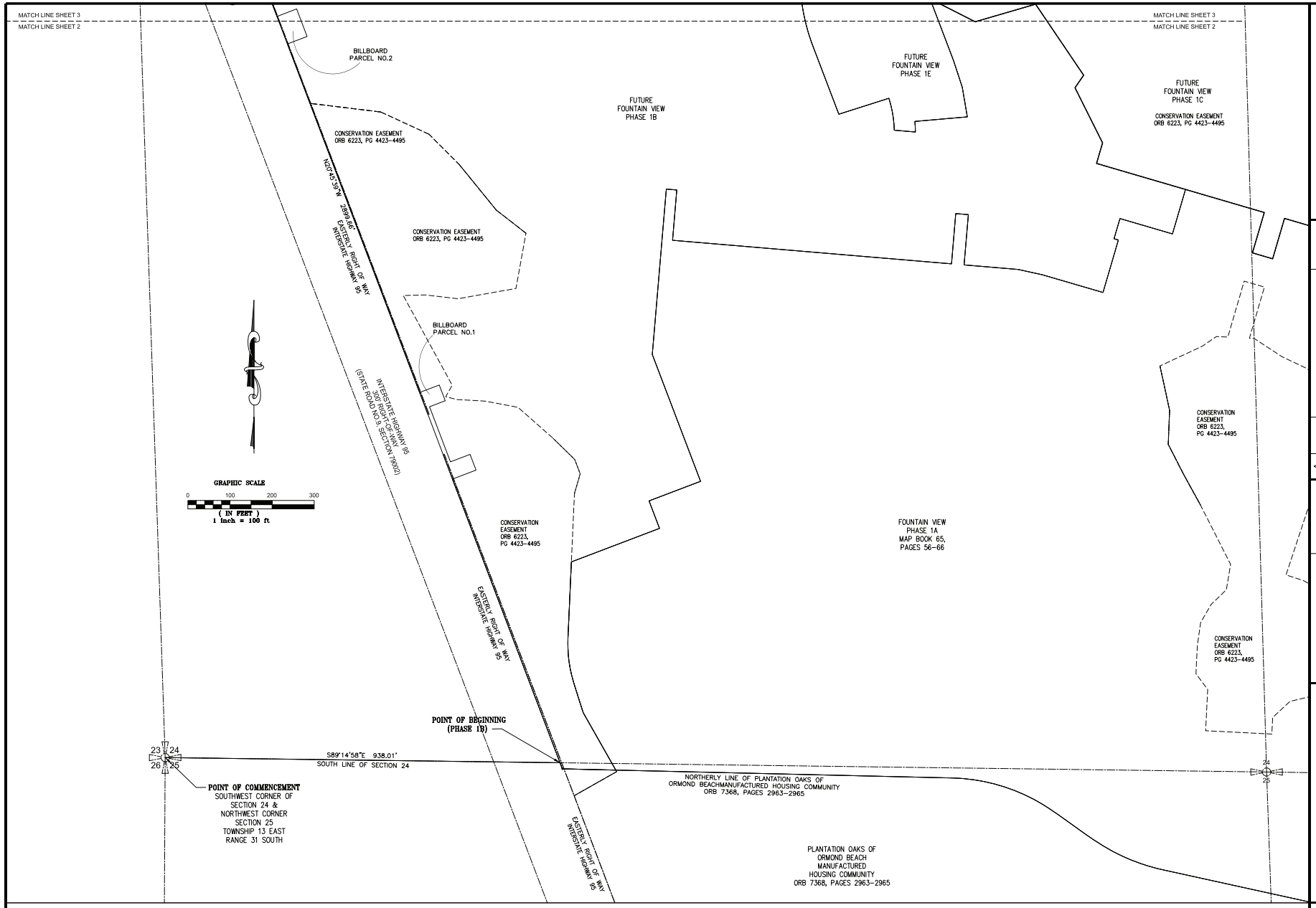
No.	Date	Revision	Approved
1			
2			
3			
4			

FIELD DATE: 11-15-2023
FIELD BOOK:
PARTY CHIEF: JASON PENFIELD
PAGE (S):
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1D,
ORMOND BEACH, FLORIDA

PROJ.: 08-701
JOB: 23-1012
SCALE:
SHEET: 1 of 4

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1D (FOUNTAIN VIEW)\23-1012 FOUNTAIN VIEW PH 1D BOUNDARY.DWG



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
4			
3			
2			
1			

FIELD DATE: 11-15-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
FIELD BOOK:
PAGE (S):

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1D, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-701
JOB: 23-1012
SCALE: 1"=100'
SHEET: 2 of 4

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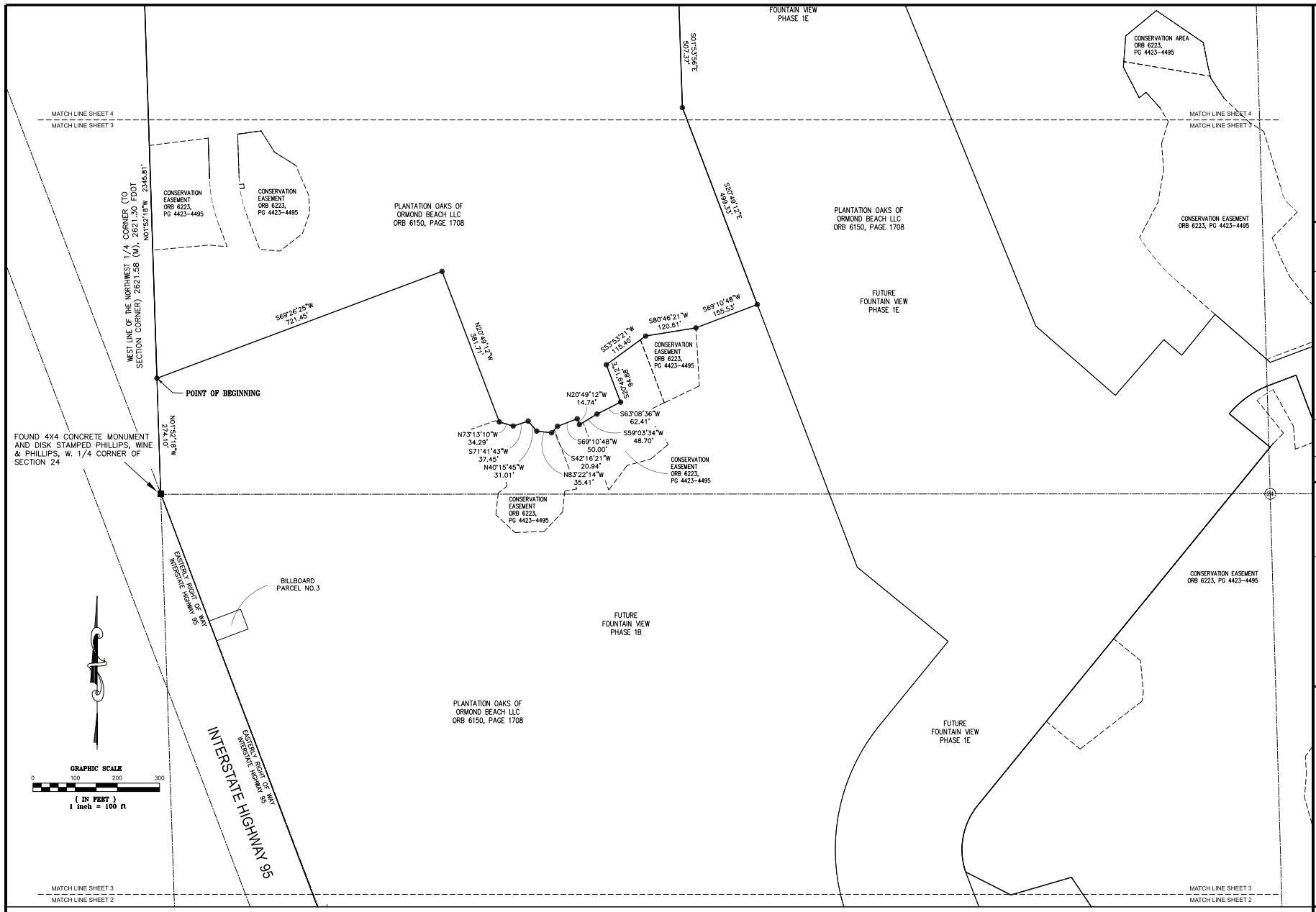

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
1			
2			
3			
4			

FIELD DATE: 11-15-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
FIELD BOOK:
PAGE (S):

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1D, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-701
JOB: 23-1012
SCALE: 1"=100'
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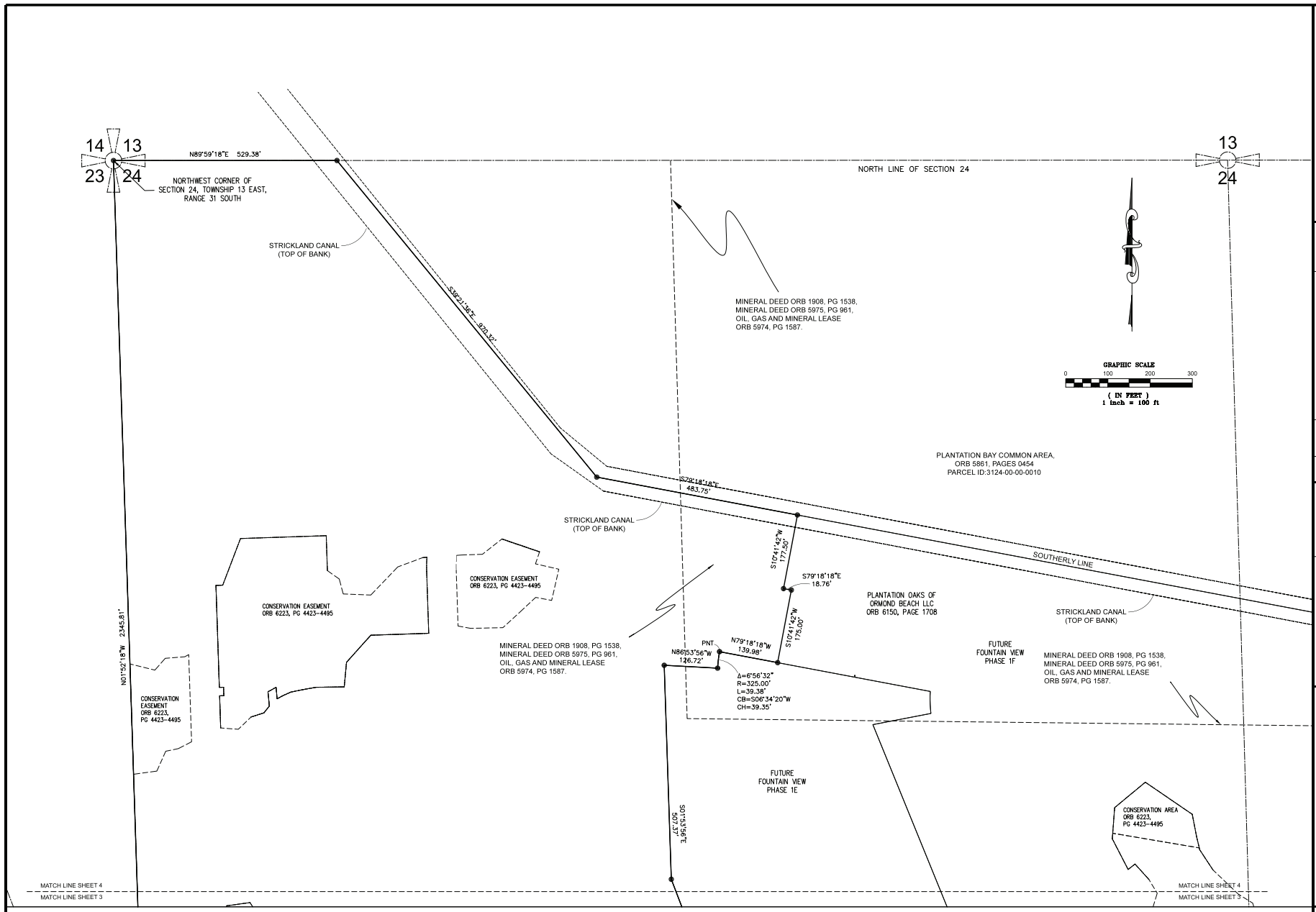

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 4

SEE SHEET 1 OF 4 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
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No.	Date	Revision	Approved
1			
2			
3			
4			

FIELD BOOK:
PAGE (S):
FIELD DATE: 11-15-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1D, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-701
JOB: 23-1012
SCALE: 1"=100'
SHEET: 4 of 4

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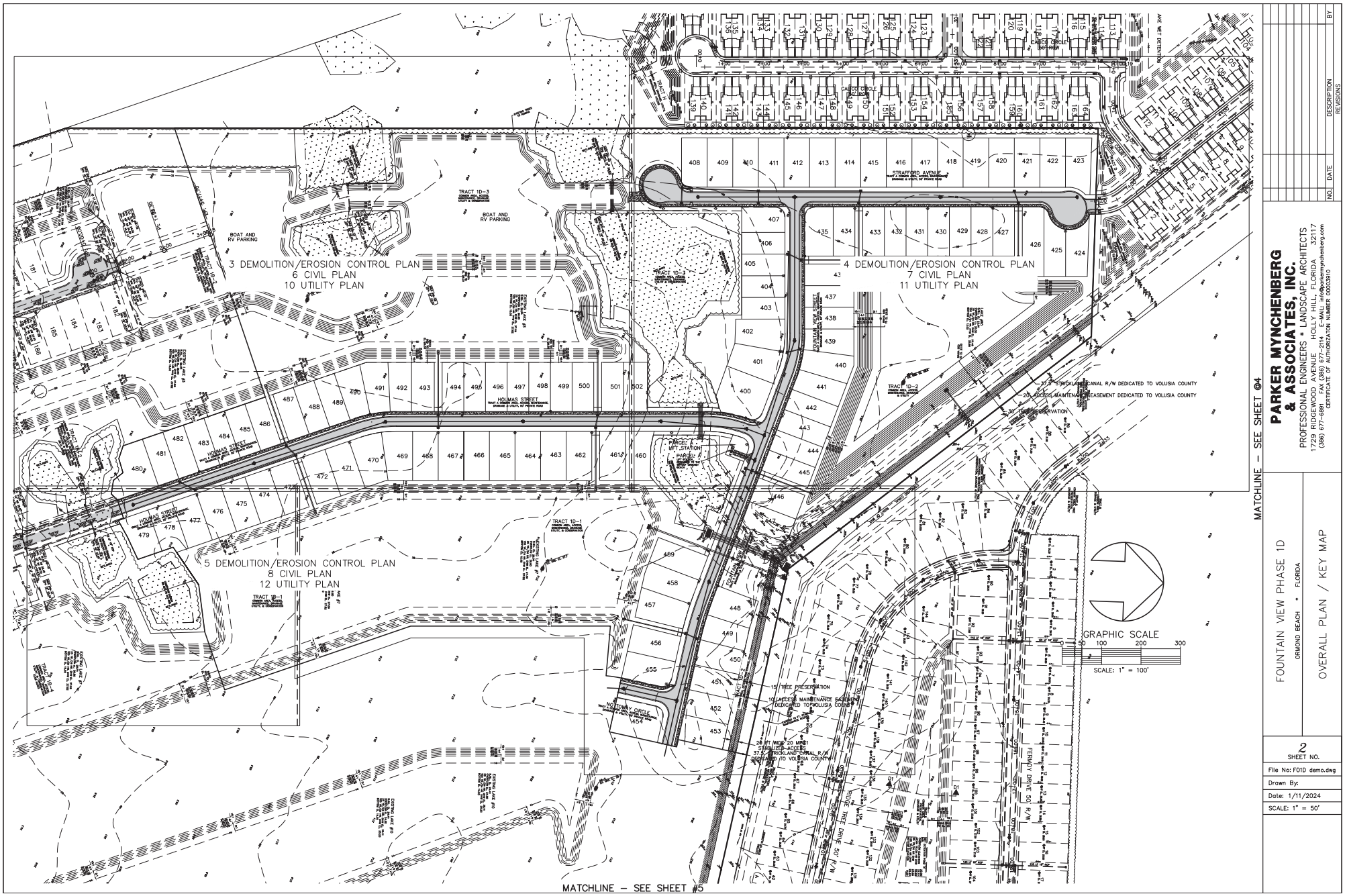

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

2
SHEET NO.

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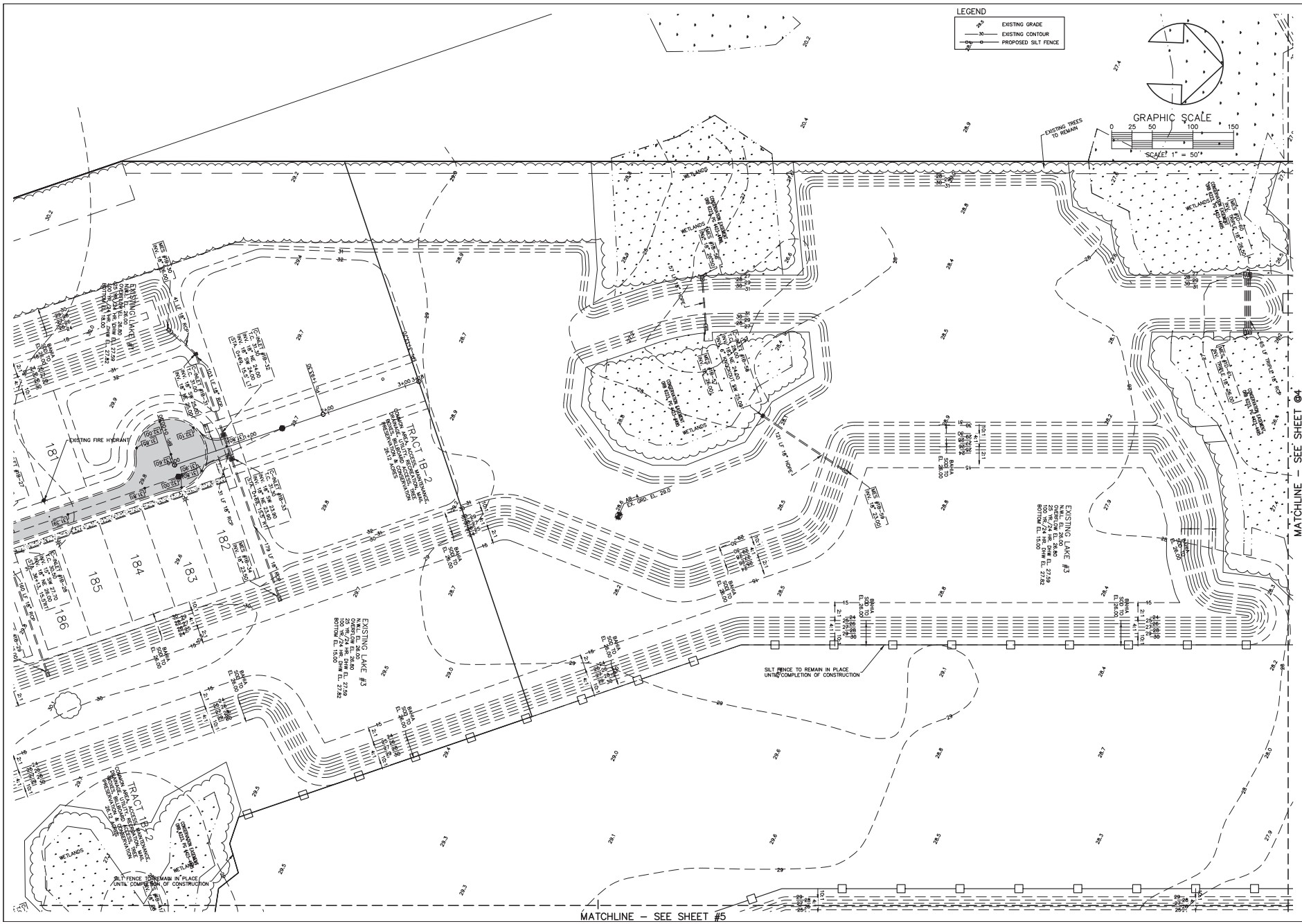
SCALE: 1" = 50'



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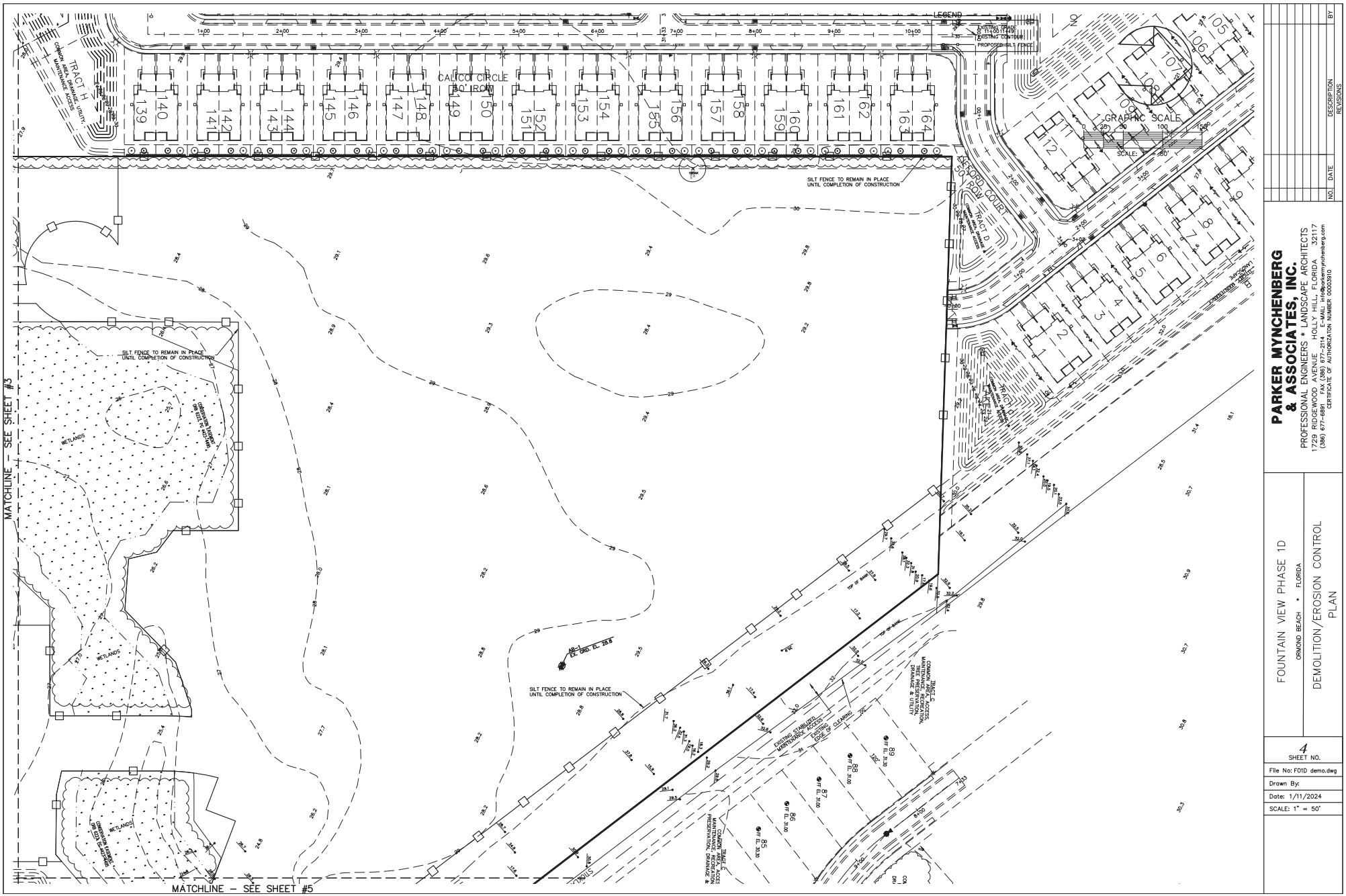
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

3
SHEET NO.

File No: F01D demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

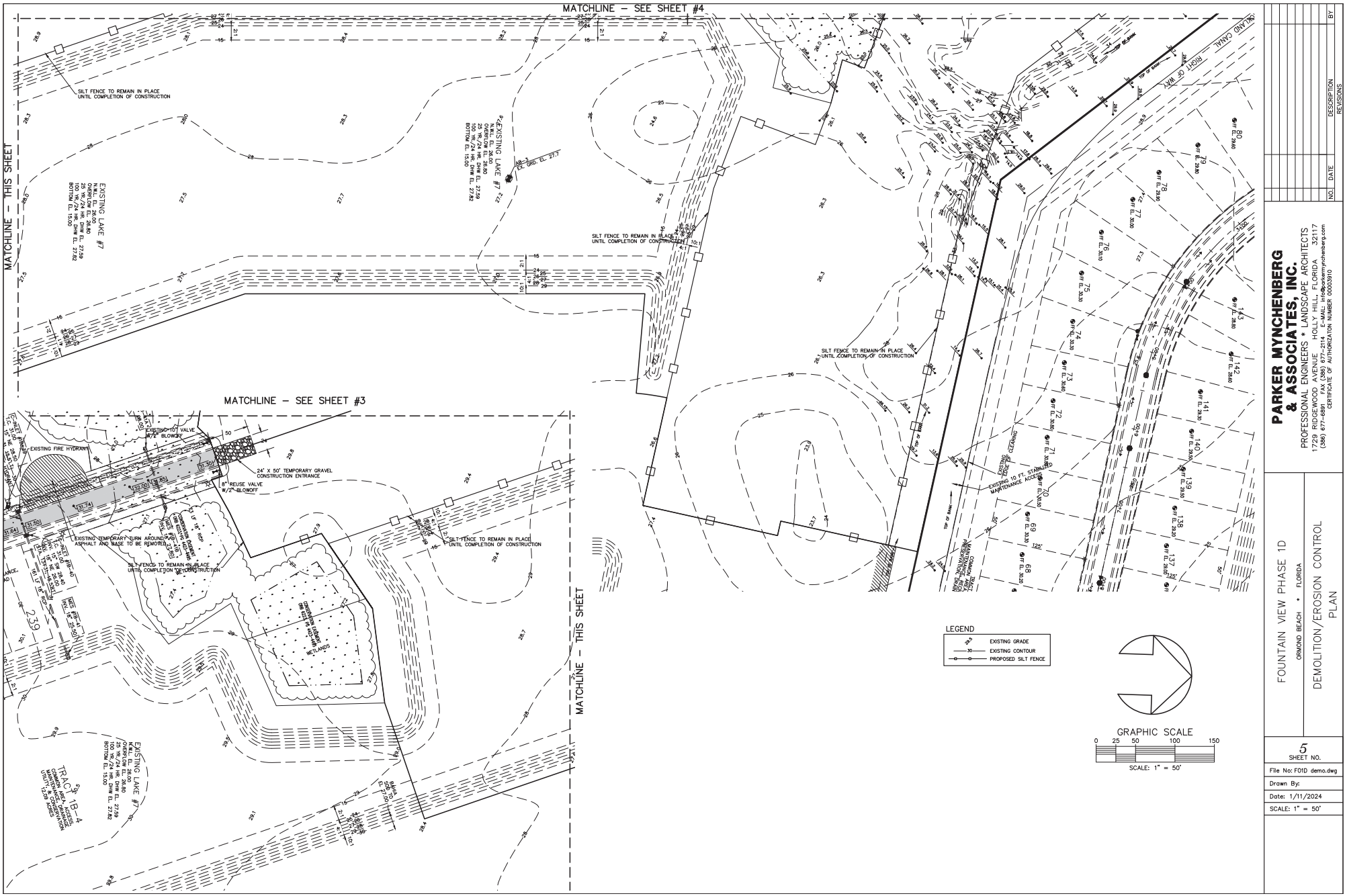
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

4
SHEET NO.

File No: F01D demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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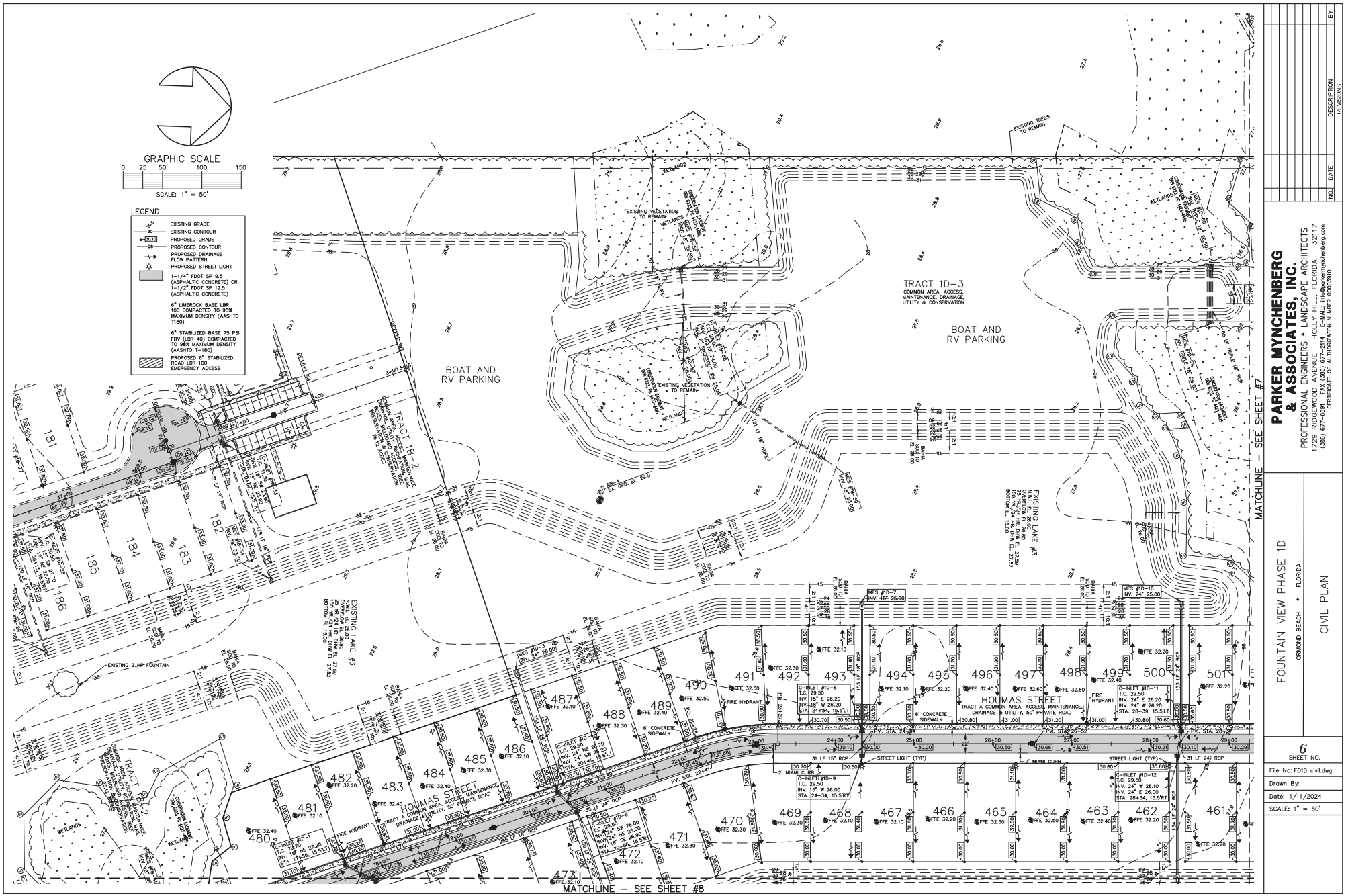
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

5
SHEET NO.

File No: FO1D demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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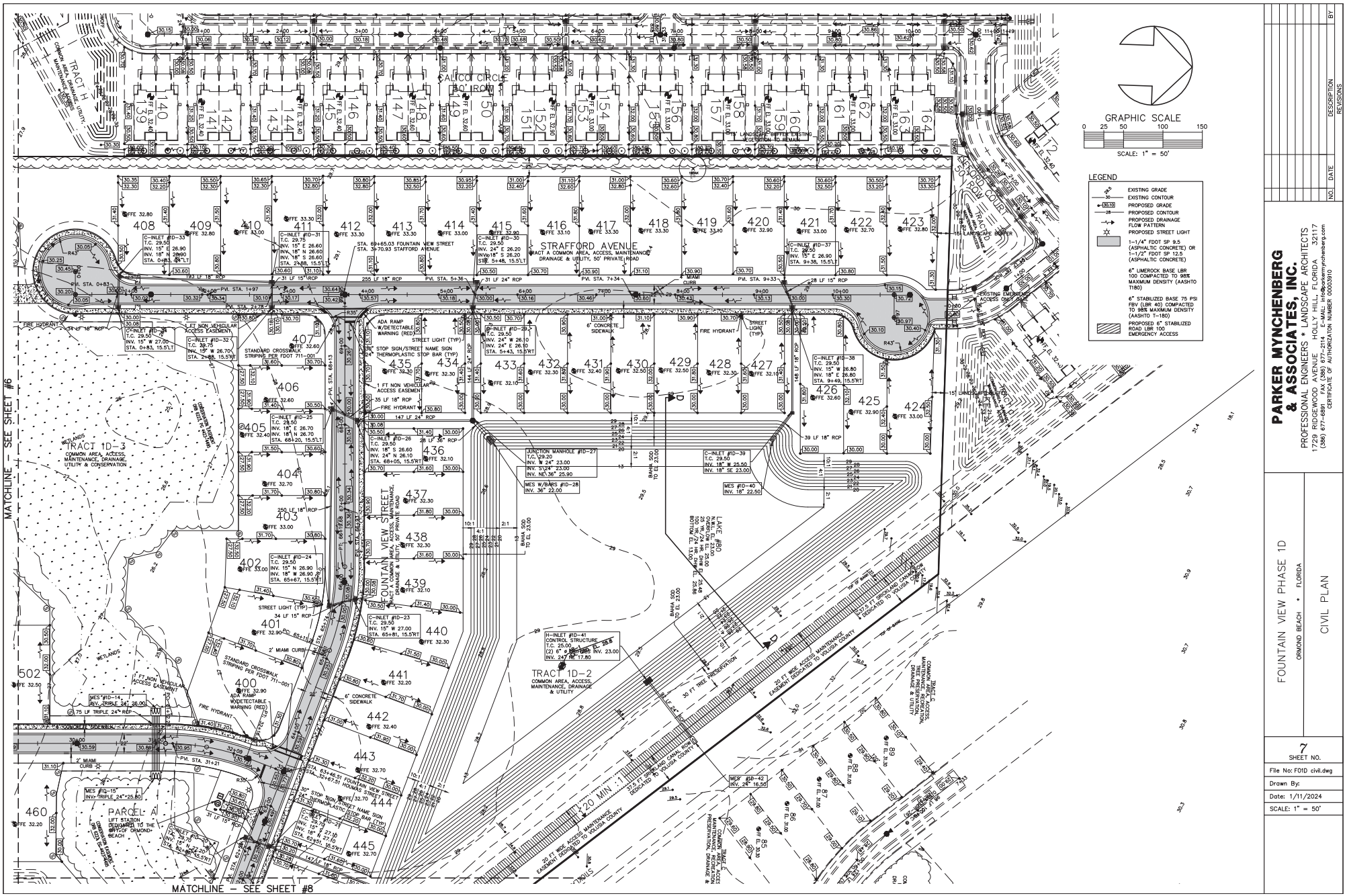
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

CIVIL PLAN

6
SHEET NO.

File No: F01D civil.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

CIVIL PLAN

7
SHEET NO.

File No: F01D civil.dwg
Drawn By:
Date: 1/11/2024
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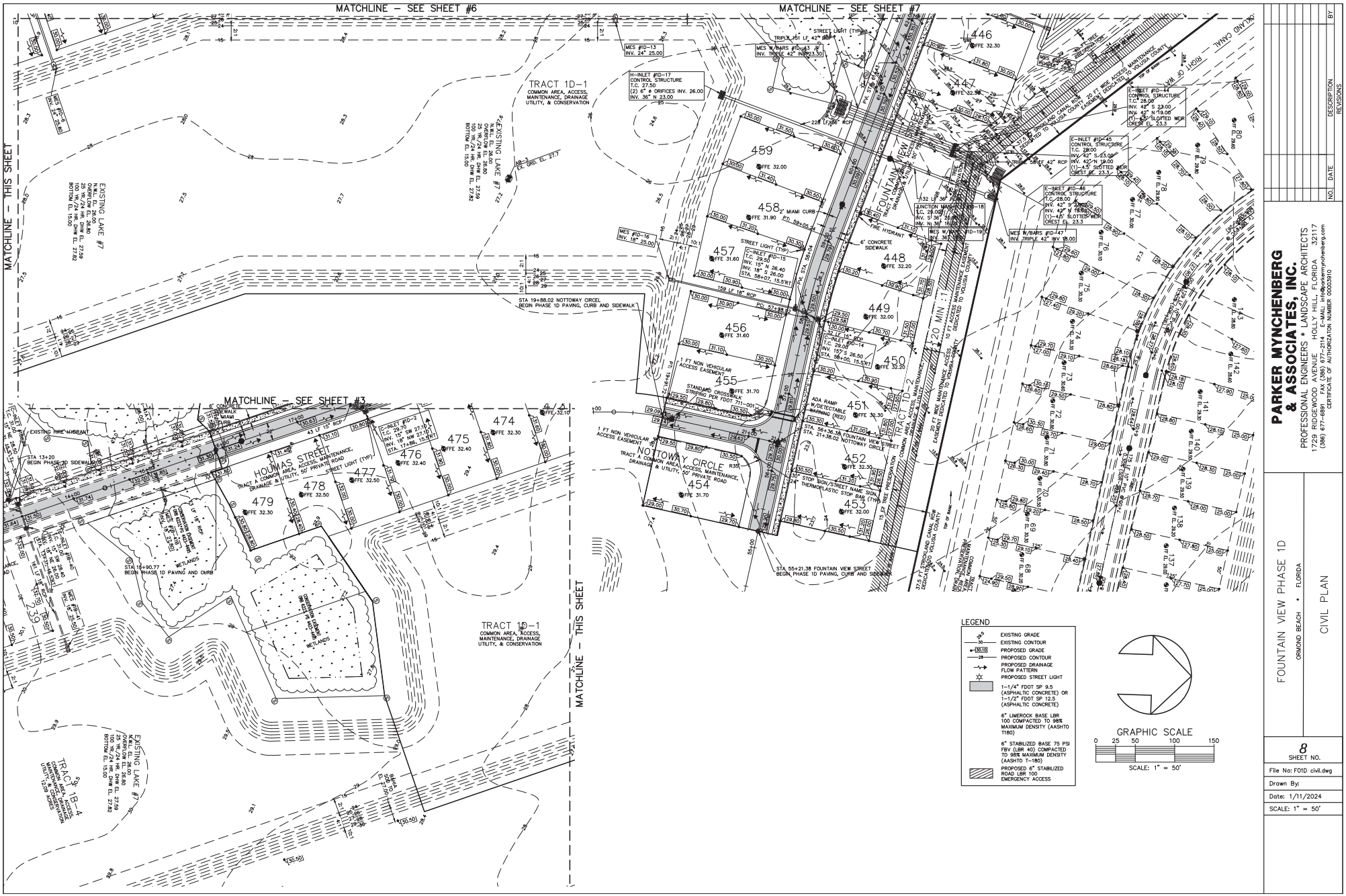

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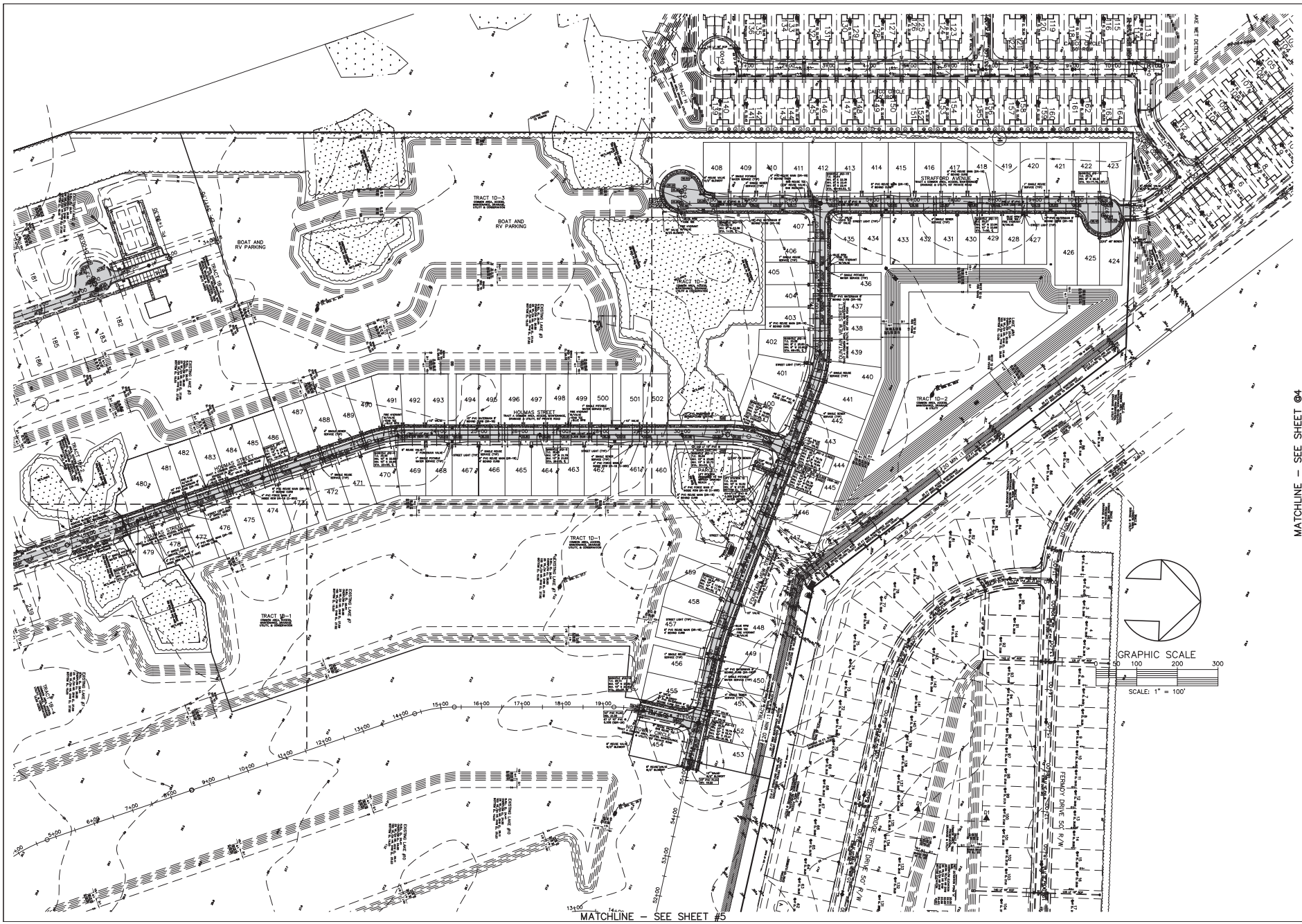
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

CIVIL PLAN

8
SHEET NO.

File No: F01D civil.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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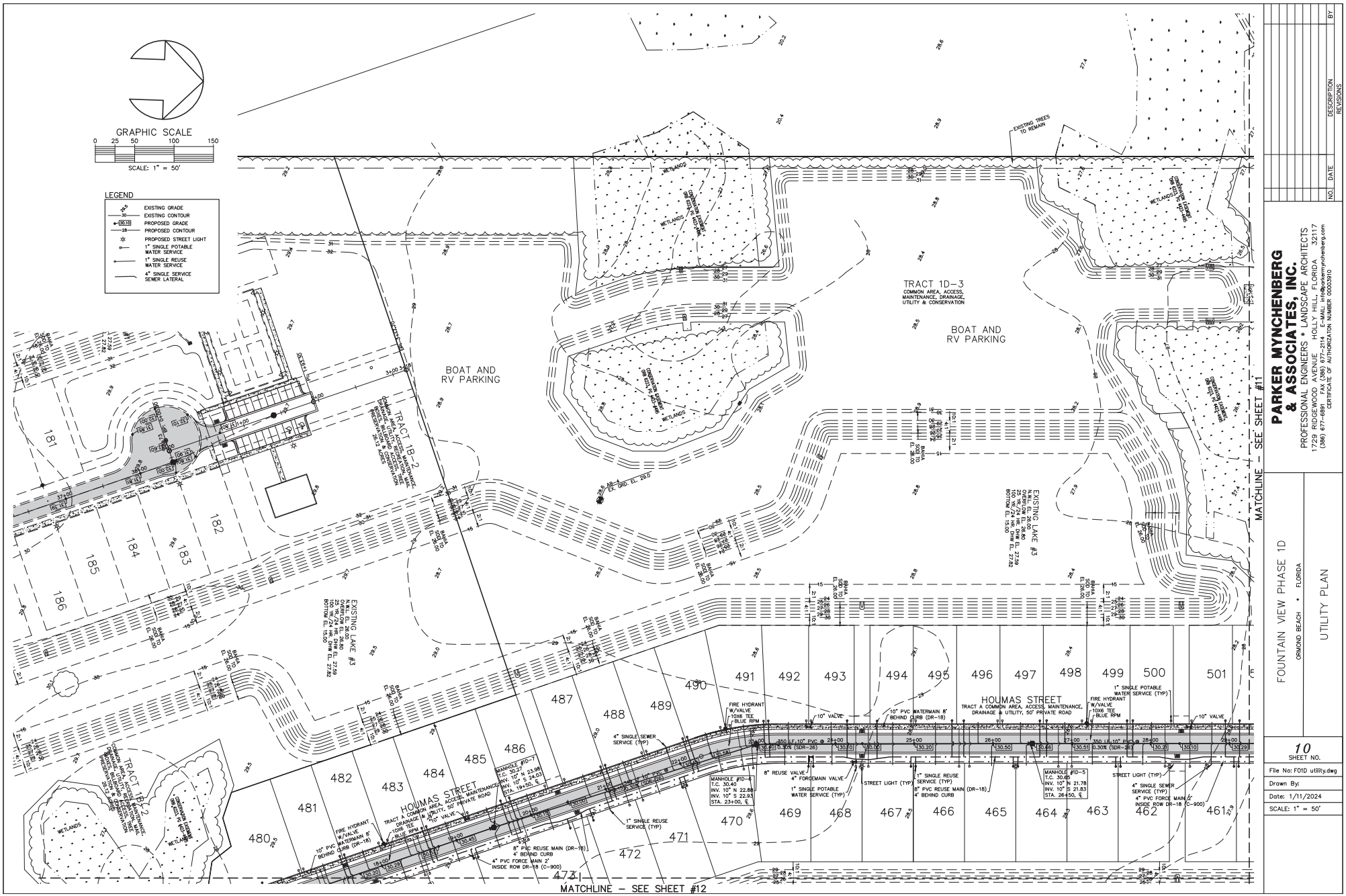
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

OVERALL UTILITY PLAN

9
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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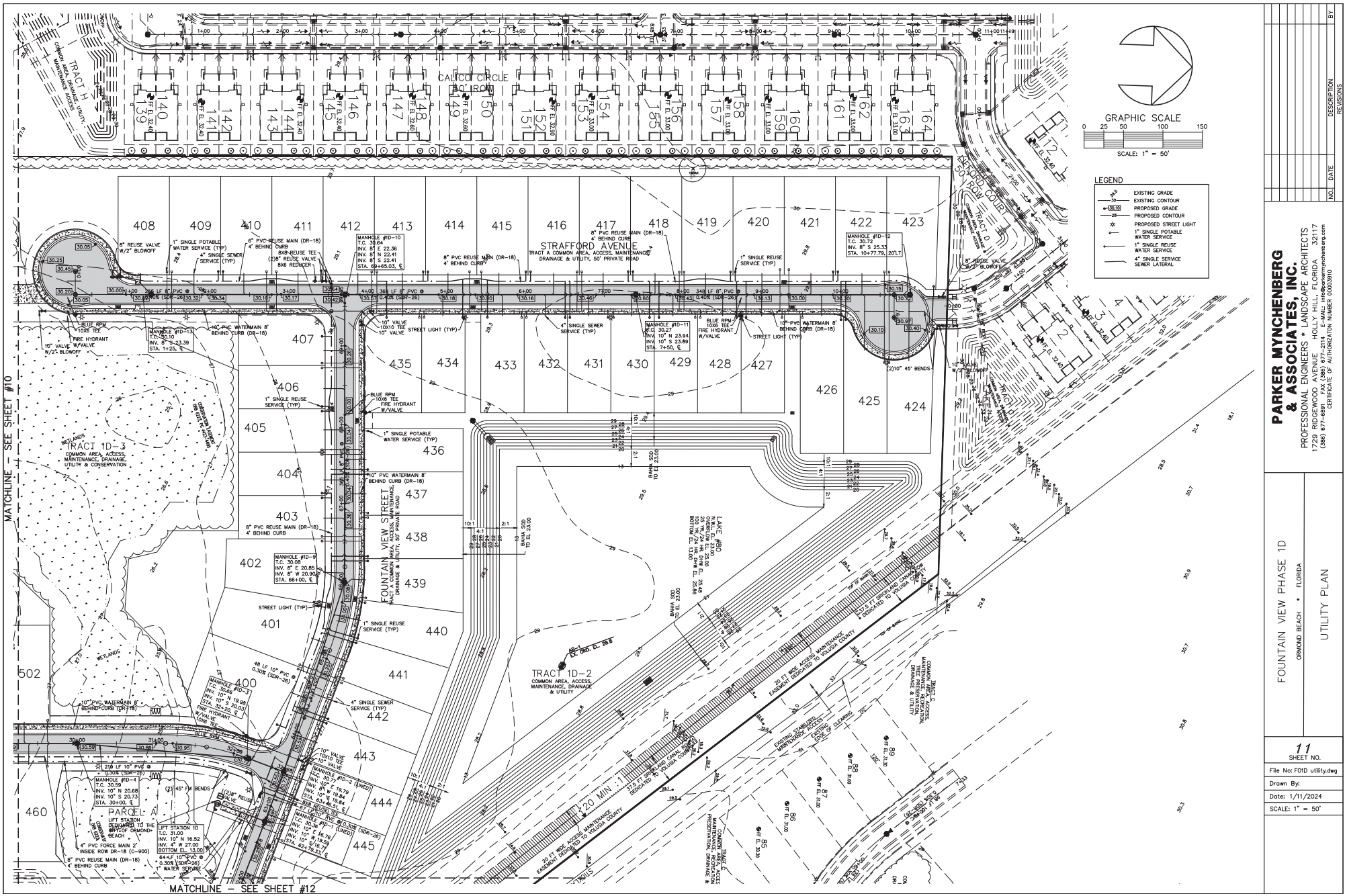
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

UTILITY PLAN

10
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



NO.	DATE	DESCRIPTION	BY
		REVISIONS	

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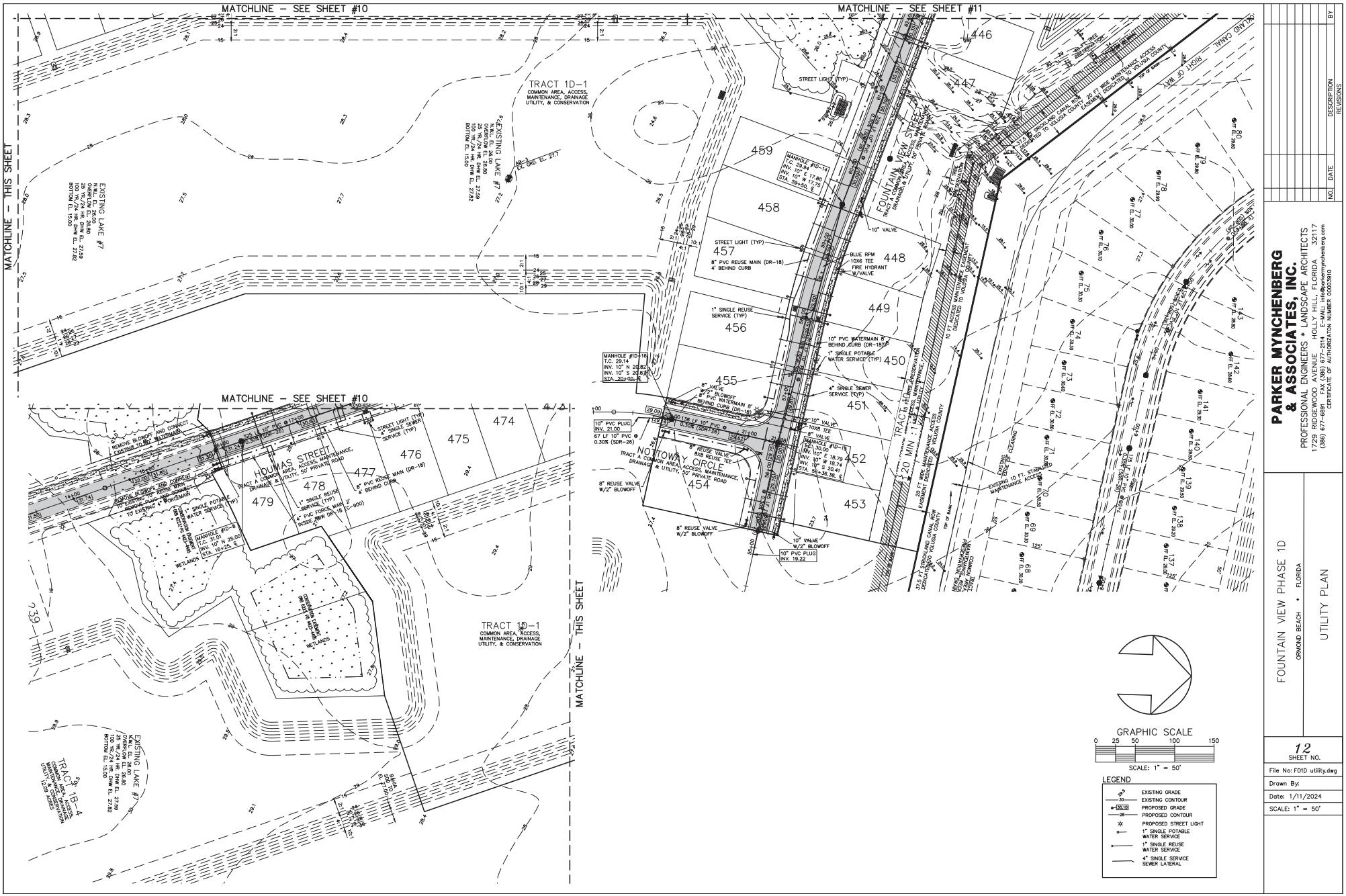
FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

UTILITY PLAN

11
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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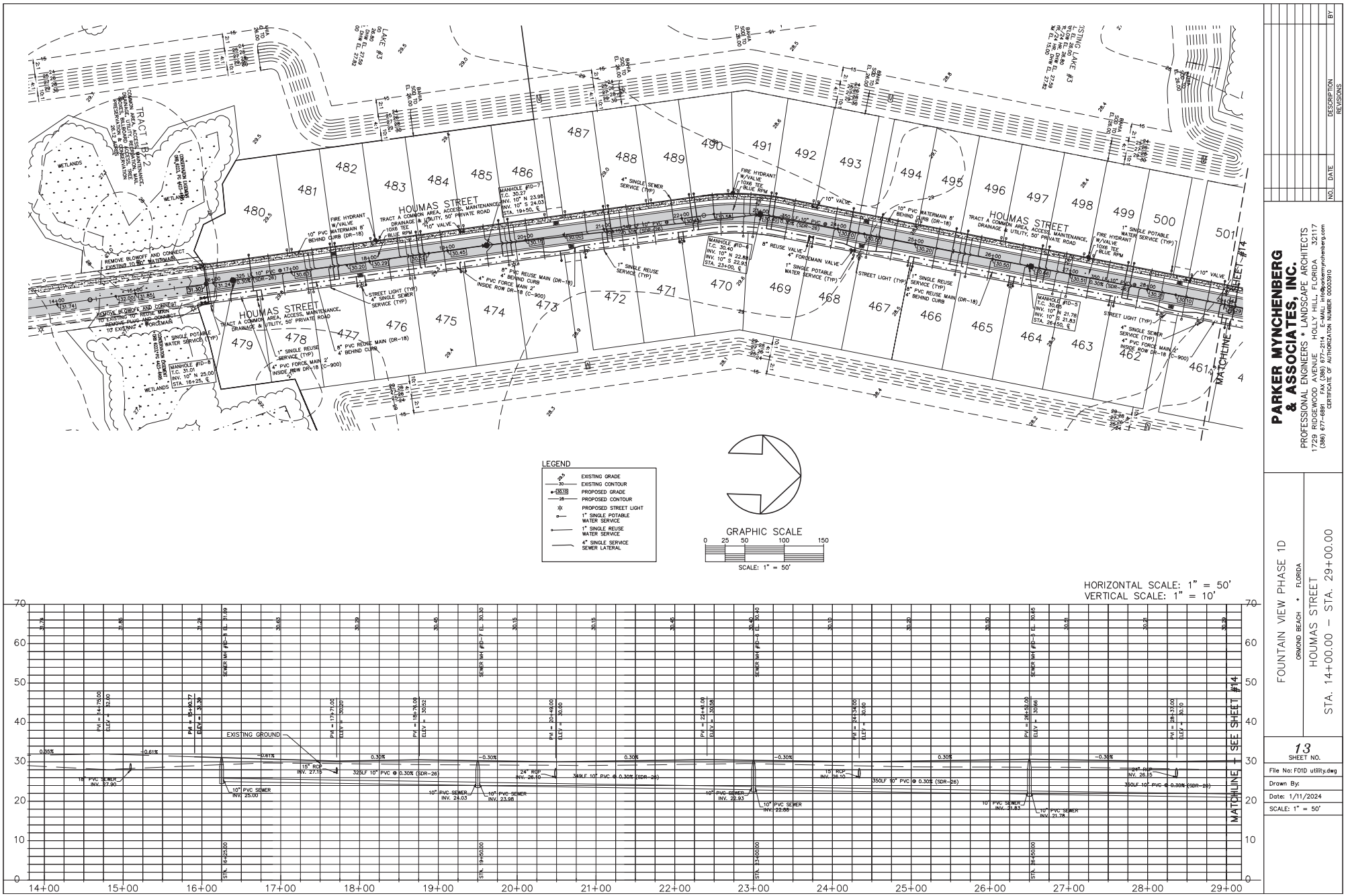
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

UTILITY PLAN

12
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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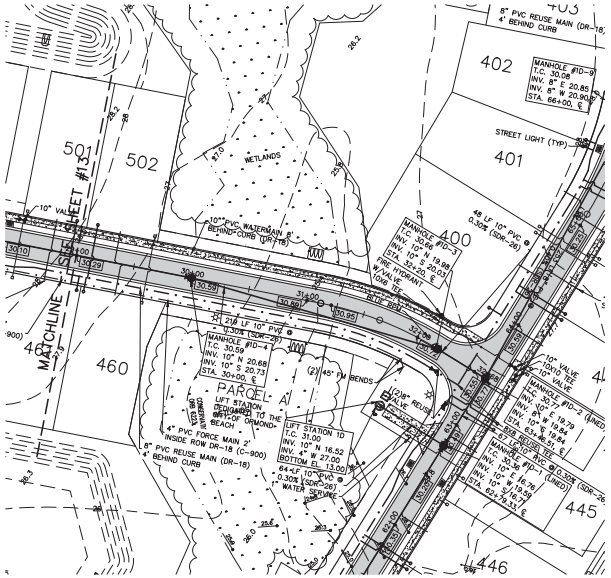
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

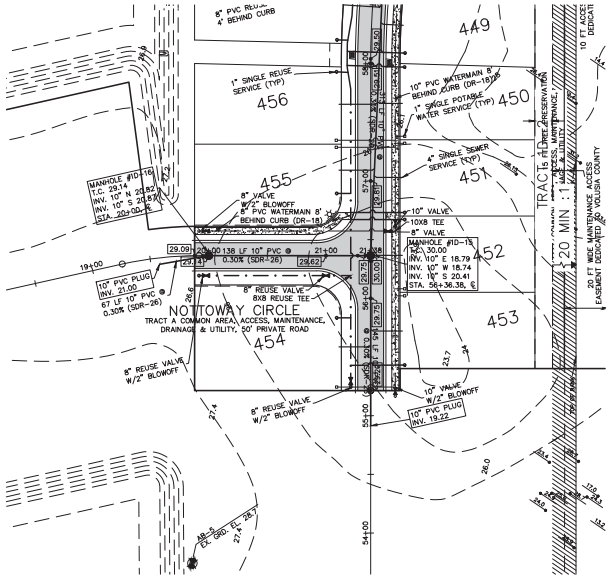
FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

HOUMAS STREET
STA. 14+00.00 – STA. 29+00.00

13
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'





LEGEND

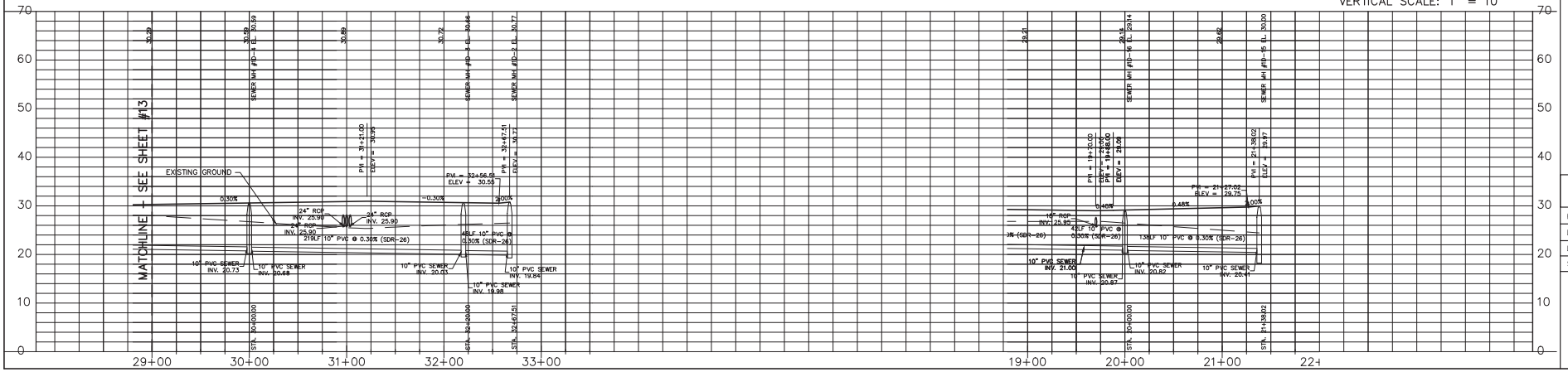
- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- 1" SINGLE POTABLE WATER SERVICE
- 1" SINGLE REUSE WATER SERVICE
- 4" SINGLE SERVICE SEWER LATERAL

GRAPHIC SCALE

0 25 50 100 150

SCALE: 1" = 50'

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



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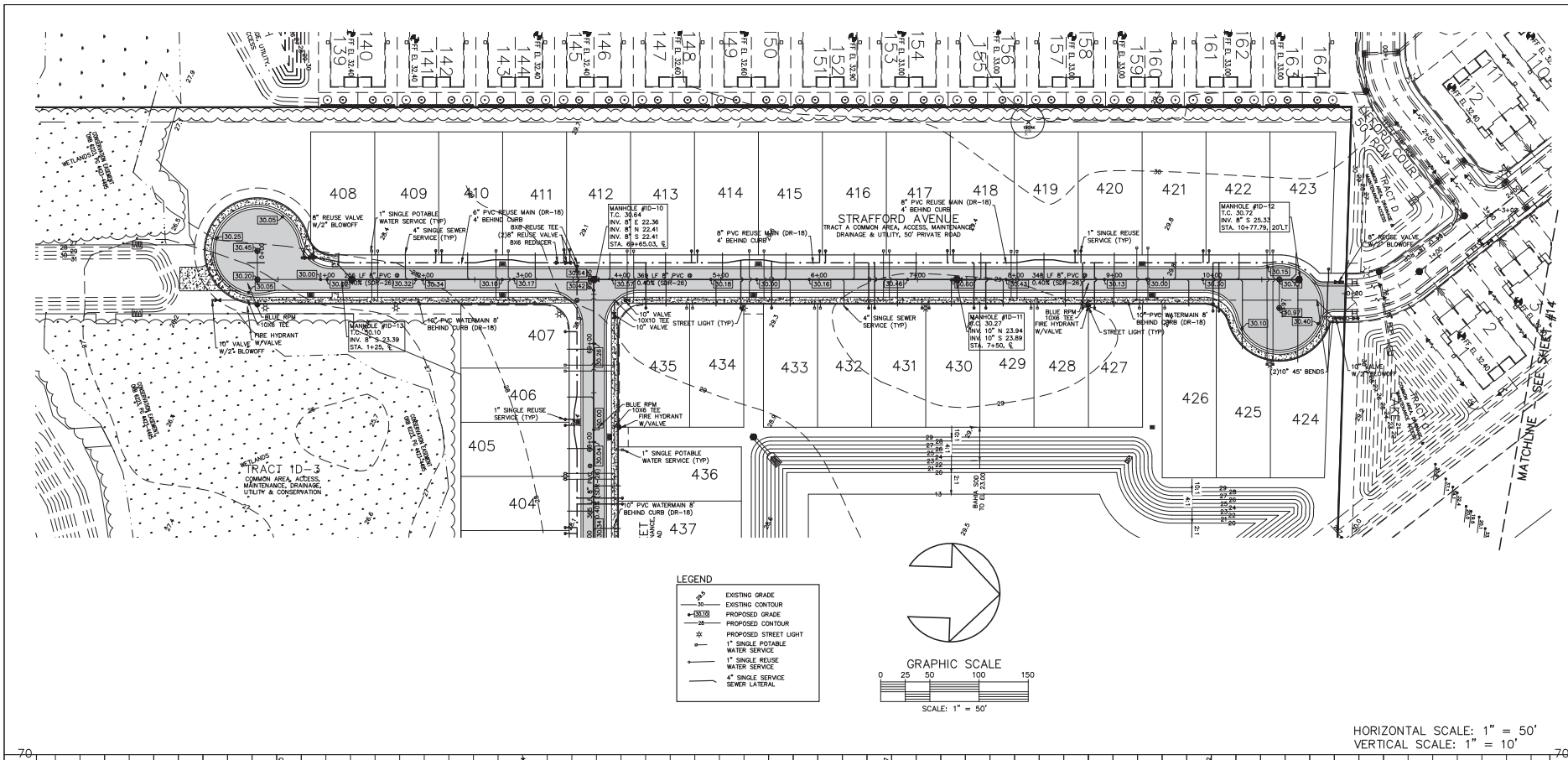
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA
HOUMAS STREET
STA. 29+00.00 - STA. 32+67.51
NOTTOWAY CIRCLE
STA. 19+88.00 - STA. 21+38.02

14
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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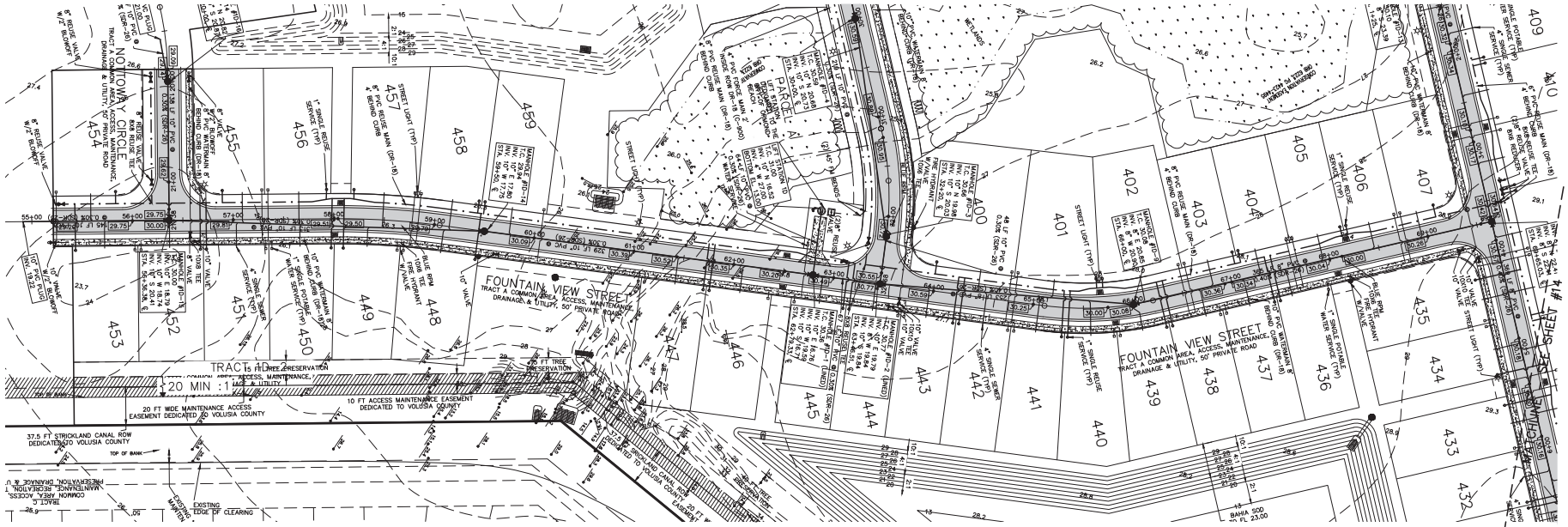
NO.	DATE	DESCRIPTION REVISIONS	BY

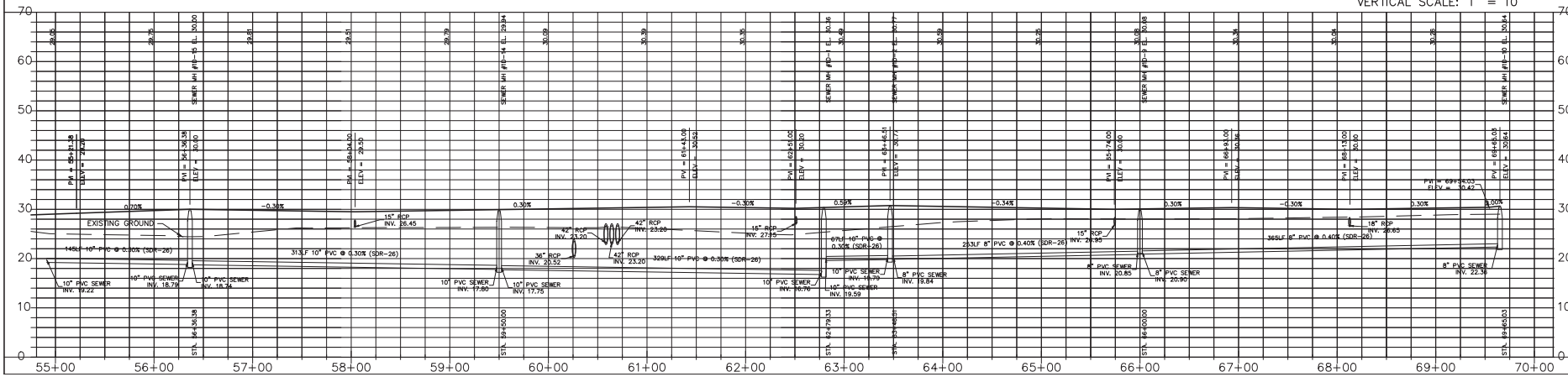
FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA
STAFFORD AVENUE
STA. 0+00.00 – STA. 11+76.04

15
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



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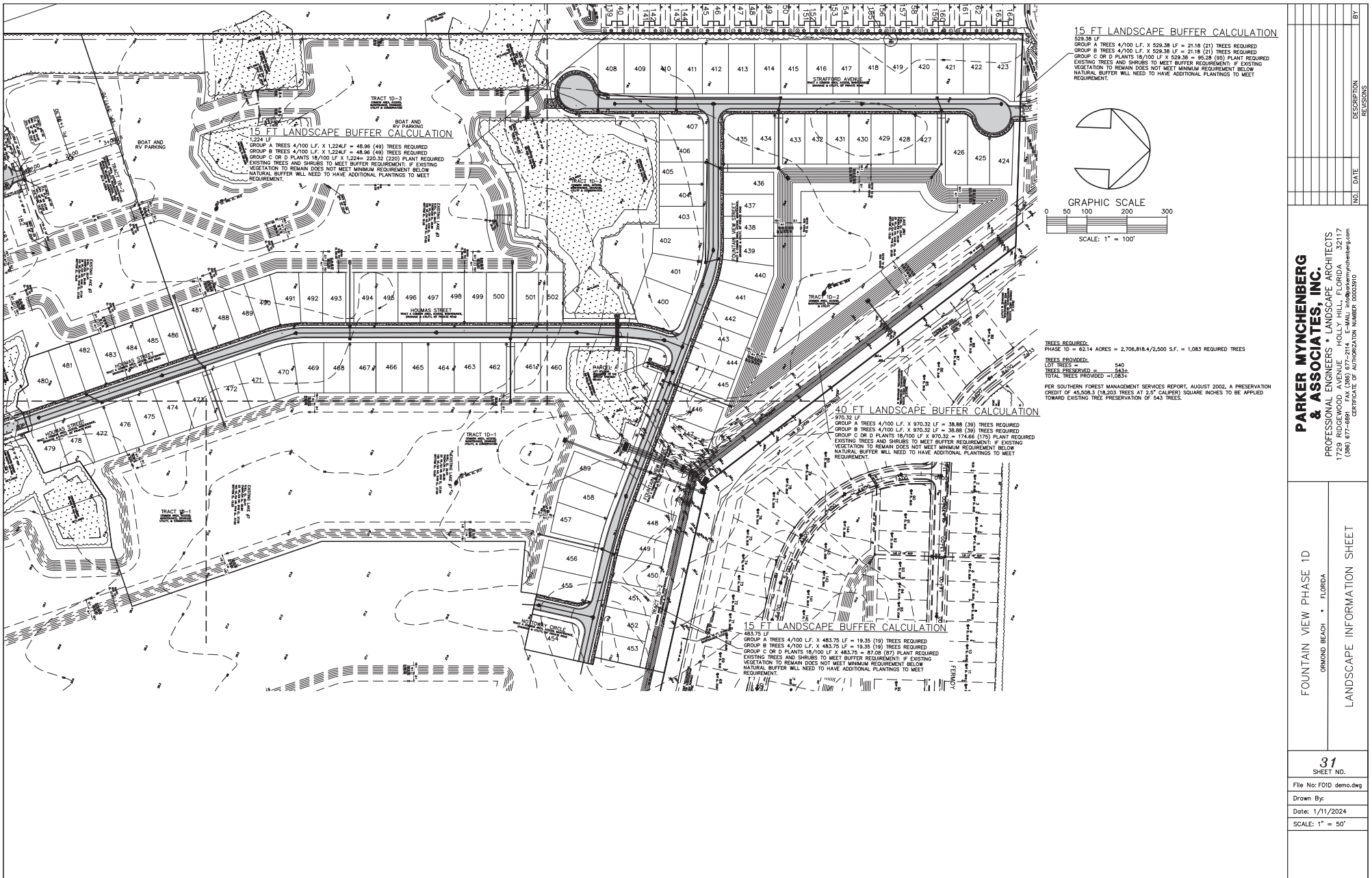
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

FOUNTAIN VIEW STREET
STA. 55+21.38 – STA. 69+65.03

16
SHEET NO.

File No: F01D utility.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'



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NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

LANDSCAPE INFORMATION SHEET

31
SHEET NO.

File No: F01D demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: 1" = 50'

PLANT LIST

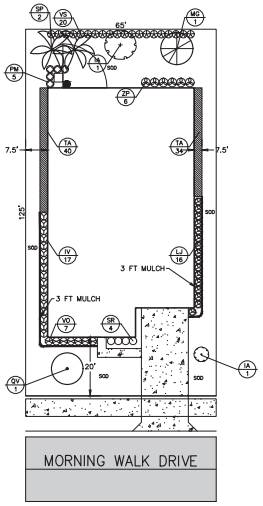
SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	TA	74	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL., 12"-15" SPD. 20" O.C.
	ZP*	6	ZAMIA PUMILA	COONTIE	3 GAL., 24" HT. MIN. 36" O.C.
	VO	7	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL., 24" HT. MIN. 30" O.C.
	VS	20	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	PM	5	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	7 GAL., 30" O.C. 24" HT., MIN.
	LJ	15	LIGUSTRUM JAPONICUM	LIGUSTRUM	3 GAL., 30" O.C. 24" HT., MIN.
	SR	4	STRELITZIA REGINAE	BIRD OF PARADISE	3 GAL., 30" O.C. 24" HT., MIN.
	IV*	17	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
	IA*	2	ILEX X ATTENUATA	EAST PALATKA HOLLY	2 1/2" CALIPER 10' HT.
	QV*	1	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 10' HT. 2.5" MIN. CAL.
	SP*	2	SABAL PALMETTO	CABBAGE PALM	14'-16' MIN. BOOTED/SLICK TRUNK
	MG*	1	MAGNOLIA GRANDIFLORA "LITTLE GEM"	SOUTHERN MAGNOLIA	30 GAL., 10' HT., 2.5" MIN. CAL.
SOD			ST. AUGUSTINE "FLORATAM" SOLID SOD (SQ. FT.)		

* DENOTES NATIVE PLANT SPECIES

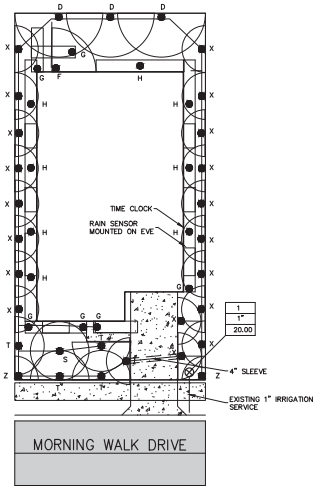
PLANT MATERIAL WILL FOLLOW THE VOLUSIA COUNTY ORDINANCE PER THE APPROVED PUD DEVELOPMENT AGREEMENT 12/4/2002 AND 01-27-2012.

NOTE: 1 TREE/2500 S.F. REQUIRED 25% CAN BE PALM TREES AT 2 PALMS/TREE

NOTES:
1. TYPICAL LANDSCAPE AND IRRIGATION FOR INDIVIDUAL LOTS WILL BE PLANTED AS PER THE APPROVED DEVELOPMENT WITHIN THE PUD AGREEMENT 01-27-2012.
2. EACH LOT REQUIRES 1 TREE PER 2,500 SQUARE FEET OF LOT AREA.



TYPICAL LANDSCAPE PLAN
1" = 20'
TREES PROVIDED PER LOT = 5



TYPICAL IRRIGATION PLAN
1" = 20'
NOTE: LOT TO USE MULTIPLE ZONES

LOT TREES REQUIRED

LOT #	AREA	TREES REQUIRED 1/2500 S.F.
395	13,206	5
396	9,236	4
397	9,116	4
398	6,000	2
399	6,000	2
400	6,051	2
401	6,000	2
402	7,014	3
403	6,803	3
404	6,875	3
405	6,875	3
406	6,875	3
407	6,875	3
408	6,875	3
409	6,888	3
410	8,125	3
411	8,125	3
412	6,875	3
413	6,875	3
414	6,875	3
415	8,125	3
416	8,125	3
417	6,875	3
418	6,875	3
419	6,875	3
420	8,556	3
421	7,264	3
422	7,668	3
423	9,603	4
424	6,868	3
425	6,875	3
426	6,875	3
427	6,875	3
428	6,875	3
429	6,875	3
430	6,875	3
431	6,875	3
432	8,903	4
433	6,873	3
434	6,875	3
435	6,875	3
436	7,946	3
437	8,047	3
438	7,274	3
439	6,875	3
440	6,875	3
441	6,875	3
442	6,875	3
443	7,500	3
444	6,873	3
445	8,123	3
446	7,103	3
447	7,281	3
448	7,475	3
449	7,475	3
450	7,475	3
451	11,116	4
452	9,070	4
453	7,941	3
454	9,717	4
455	8,286	3
456	8,775	4
457	8,895	4
458	6,875	3
459	6,875	3
460	6,875	3
461	6,875	3
462	6,875	3
463	6,875	3
464	6,875	3
465	6,875	3
466	6,875	3
467	7,286	3
468	8,184	3
469	6,875	3
470	6,875	3
471	6,875	3
472	6,875	3
473	6,875	3
474	6,875	3
475	6,875	3
476	6,875	3
477	6,875	3
478	6,548	2
479	9,772	3
480	13,054	4
481	6,875	3
482	6,875	3
483	6,875	3
484	6,875	3
485	6,875	3
486	6,875	3
487	6,875	3
488	6,875	3
489	6,875	3
490	7,661	3
491	7,966	3
492	7,126	3
493	7,234	3
494	6,875	3
495	6,875	3
496	6,875	3
497	6,875	3
498	6,875	3
499	6,875	3
500	6,875	3
501	6,875	3
502	6,685	3
TOTAL TREES		348

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NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1D
ORMOND BEACH * FLORIDA

TYPICAL LOT
LANDSCAPE/IRRIGATION PLAN

32
SHEET NO.

File No: F01D demo.dwg
Drawn By:
Date: 1/11/2024
SCALE: AS SHOWN

C:\Users\Office\Desktop\Projects Local\Fountain Oaks Unit 1 & Unit 1F\Drawings Dec 4\LV\SDI demo.dwg, 2/5/2024 4:08:28 PM, JPMC To PDF.pc3

ATTACHMENT 4

Ordinance 2022-16, Plantation Oaks PRD Amendment

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (P22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\PLANNING\PLANTATION OAKS\PLANTATION OAKS - FIRST AMENDED DEVELOPMENT ORDER (AMENDED).DOCX/5/18/2022 12:13

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
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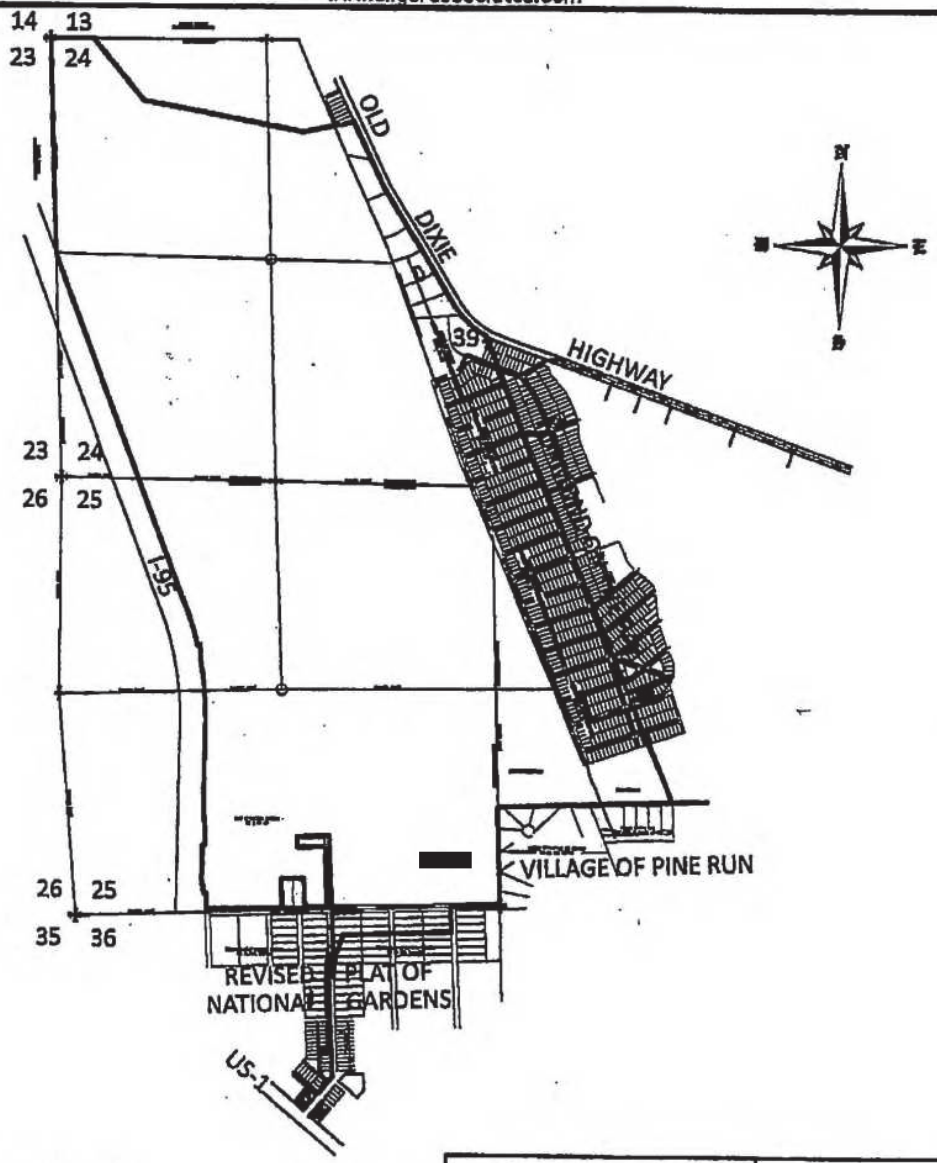

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

SLIGER & ASSOCIATES, INC.

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°16'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 266.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

EXHIBIT "A"
Page 3 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'08"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'08"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 167; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
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LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
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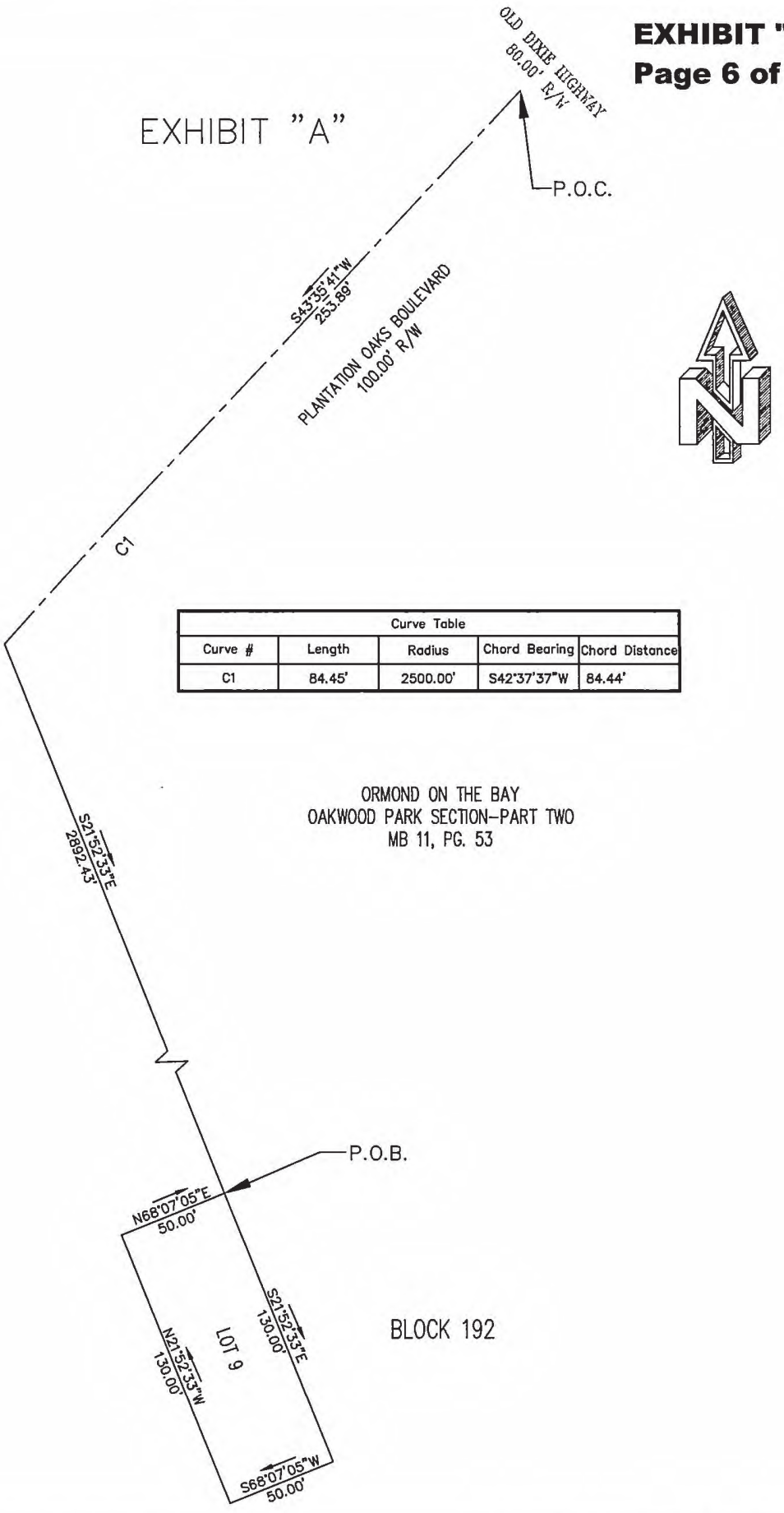
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

ORMOND ON THE BAY
OAKWOOD PARK SECTION–PART TWO
MB 11, PG. 53

BLOCK 192

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: MB

EXHIBIT "A"
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LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET: THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
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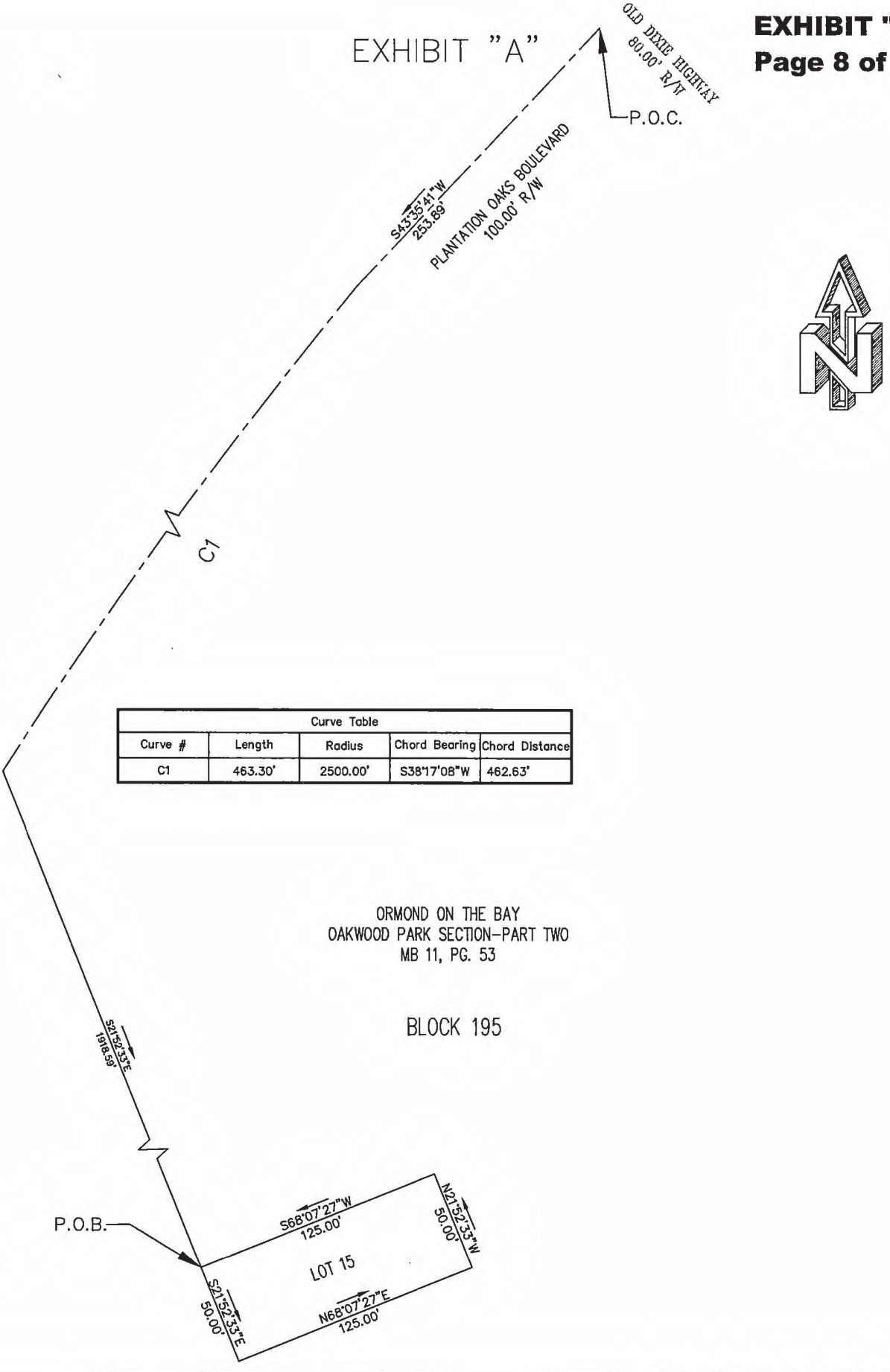
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY:

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LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CC

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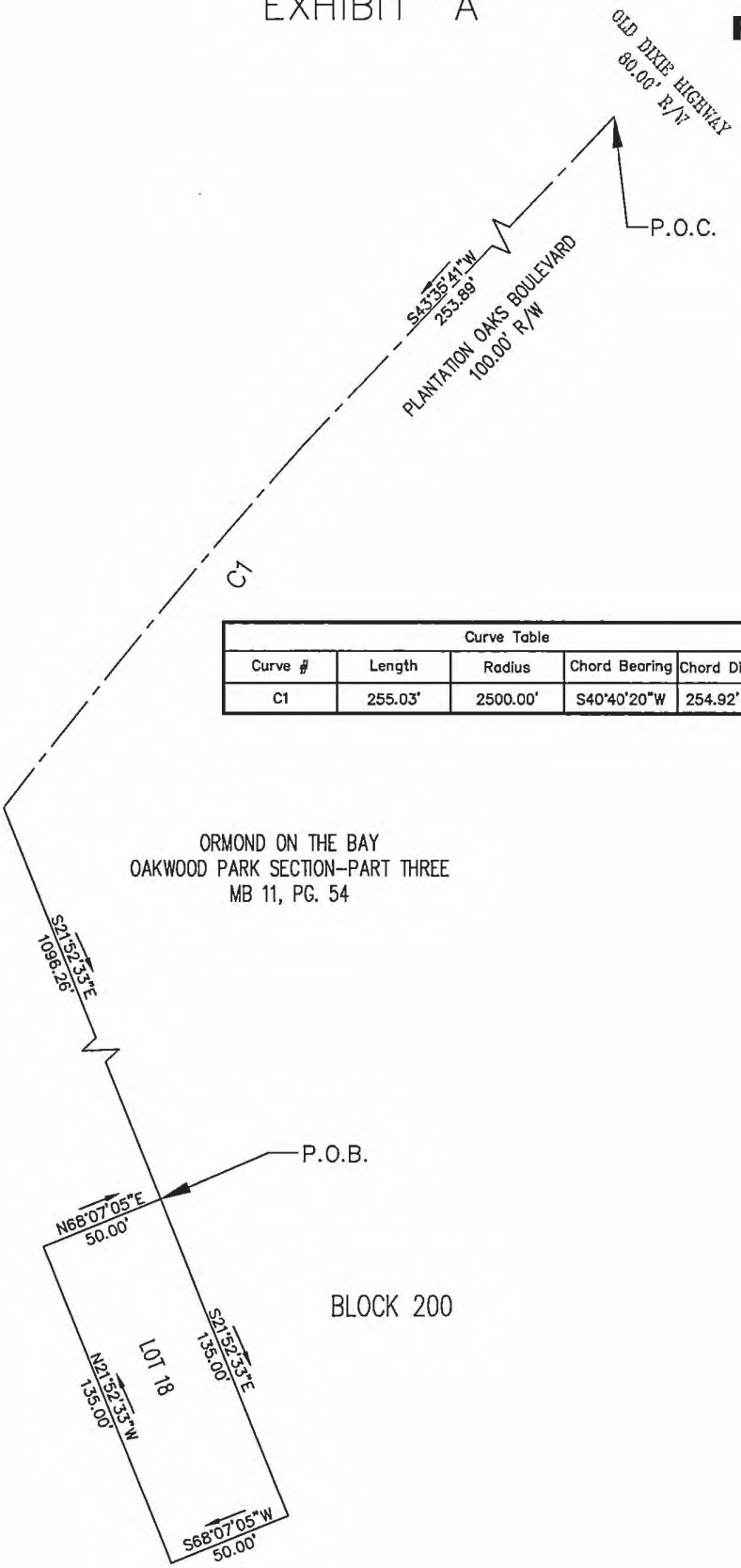
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CO

Instrument #2022140339 #15 Book:8268 Page:2912

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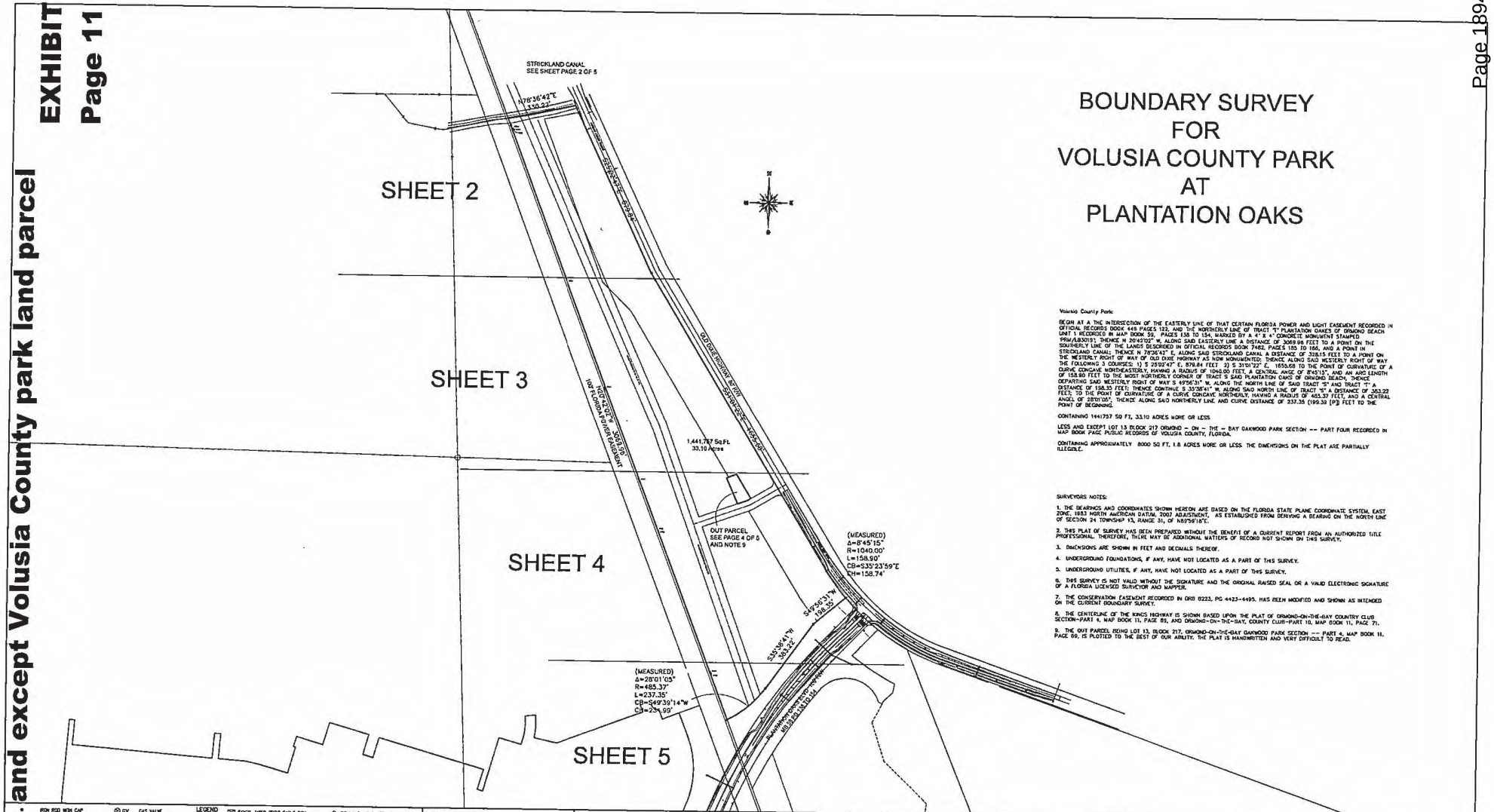
Page 11 of 15

Less and except Volusia County park land parcel



BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

Volusia County Park:

BEGIN at a TIC in the INTERSECTION of the EASTERLY LINE of THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 448 PAGES 122, AND THE NORTHERLY LINE of TRACT "I" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019; THENCE N 29°43'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3089.96 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 79°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°05'47" E, 879.84 FEET 2) S 31°01'22" E, 1655.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 485.37 FEET AND A CENTRAL ANGEL OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.33 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 15, RANGE 31, OF N83°56'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495. HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 89, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 89, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	DV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV RELIEF VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	GTMH GREASE TRAP MANHOLE
IRON PIPE	HMH HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"CUT IN CONCRETE	GM GAS METER	SGN SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB MAIL BOX	YL YARD LIGHT	RBO RELIEF BONNET ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UP UTILITY POLE	WETLANDS LOCATION
SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ED ELECTRIC SERVICE BOX	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	BLDG	BUILDING	GM	GAS LINE MARKER	LP	LIGHT POLE
IRC	IRON ROD & CAP	BB	BAR BOOK	R	CLR/RAD ANGLE	PP	POWER POLE
IR	IRON ROD (NO CAP)	PO	POINT	R	RADIUS	PVC	POLYVINYL CHLORIDE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	MES	MESSENGER
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	OHW	OVERHEAD WIRE
MW	MONITORING WELL	(R)	RADIAL	WLS	WETLANDS LOCATION	IV	IRRIGATION VALVE
ID	IDENTIFICATION	(NR)	NON RADIAL	NAPE	NON ELEVATED POLYETHYLENE PIPE	WV	WATER VALVE
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	RELIEF VALVE
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT
RGE	RANGE	℄	CENTERLINE	VCP	VITRIFIED CLAY PIPE	TC	TOP CORNER

-FO-	BURIED FIBER OPTIC CABLE	-OHW-	OVERHEAD WIRE
-T-	BURIED TELEPHONE CABLE	-M-	METAL FENCE
-W-	BURIED WATER LINE	-X-	WOOD FENCE
-E-	BURIED ELECTRIC LINE	-C-	CHAIN LINK FENCE
-G-	BURIED GAS LINE	-O-	BARBED WIRE FENCE
-TV-	BURIED TELEVISION LINE	-V-	VINYL FENCE
-FSM-	BURIED FORCEMAIN	-R-	RAIL FENCE
-OHP-	AERIAL UTILITY LINE	-SW-	STONE WALL
-ST-	STORM WATER LINE	-BW-	BRICK WALL
FPL ID	FLORIDA POWER & LIGHT COMPANY	-CBW-	CONCRETE BLOCK WALL
NOND	NATIONAL GEODETIC VERTICAL DATUM	-RW-	RETAINING WALL
NAVD	NORTH AMERICAN VERTICAL DATUM	-SW-	SILT FENCE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	-TP-	TREE PROTECTION
RD & R	WATER DUCKS RIGHT & RIGHT OF WAY	-LOD-	LIMIT OF DISTURBANCE

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT, SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE	OK24"B	MULTIPLE TRUNKS
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY		

TREE SYMBOL

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE:210753.TXT
FIELD BOOK: 1409
PAGES:12, 17, 19, 21
SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF		DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–	–
BOUNDARY SURVEY	: 05-25-2021	– 21-0753	–	–	TJ	JD
TOPOGRAPHIC SURVEY	:	–	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–	–
RECERTIFICATION	:	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3621 MOVA Road
PONT ORANGE, FL. 32127
(386) 761-5383
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH, DESCRIPTION	COUNTY OF VOLUSIA		21-0753
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

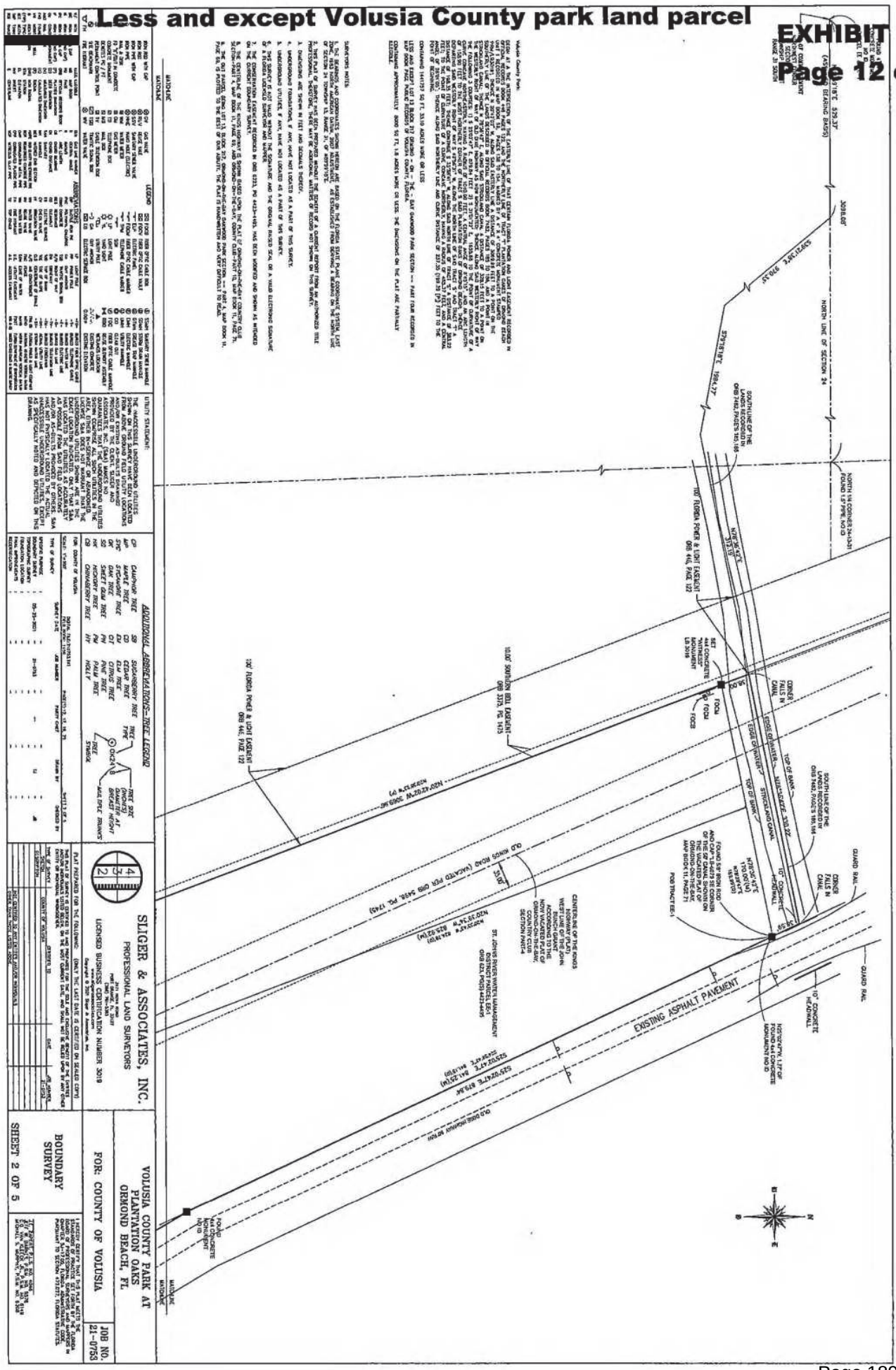
JOB NO.
21-0753

BOUNDARY SURVEY

SHEET 1 OF 5

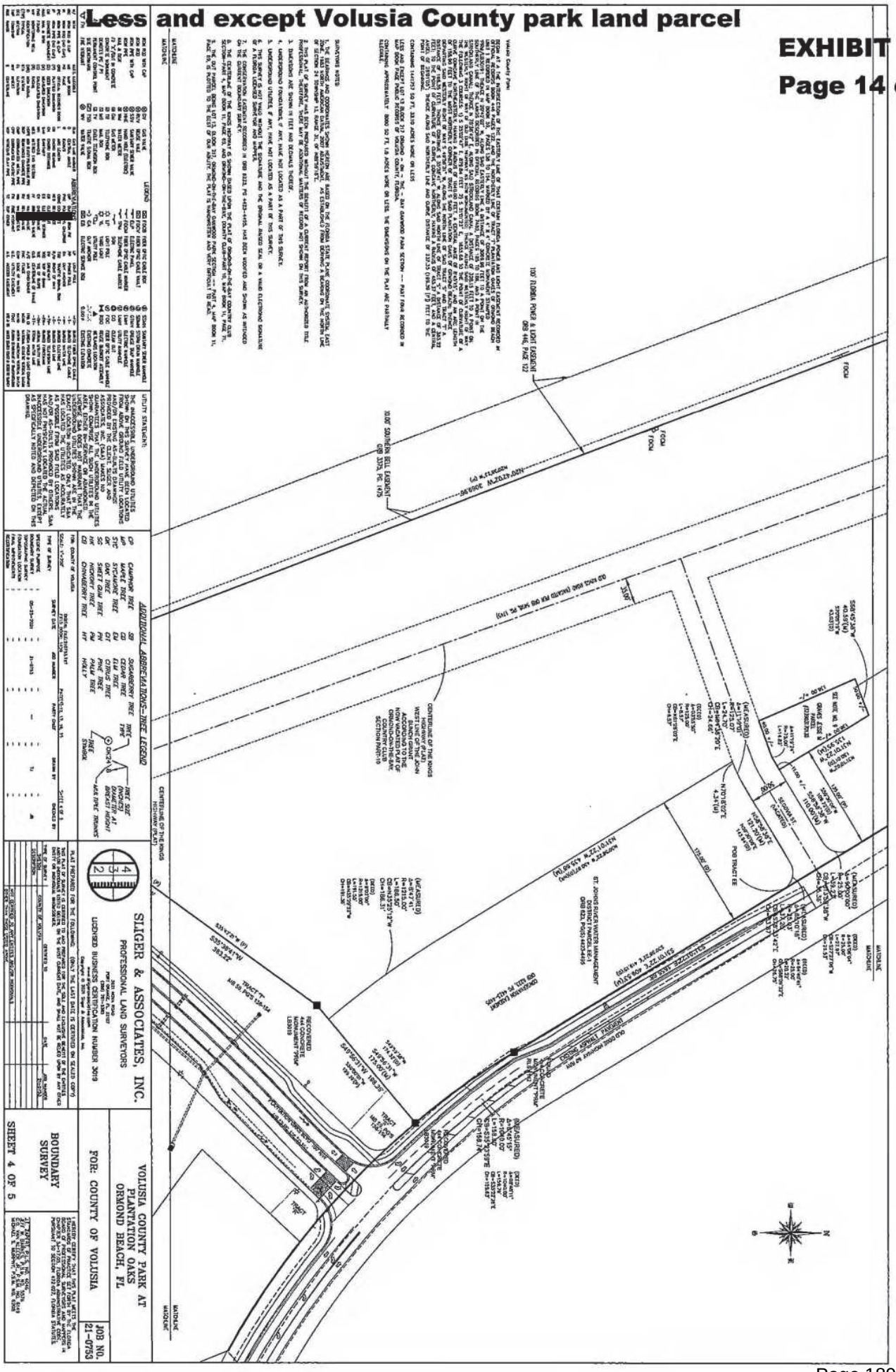
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.L.S. NO. 4567
JEFF W. BARNES, P.S.M. NO. 5578
C.O. VAN KILLOY JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6200


Less and except Volusia County park land parcel
EXHIBIT "A"
Page 12 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
OLD DIXIE HIGHWAY (VACATED PER ORB 5458, PG. 1745)
NORTH LINE OF SECTION 24
SOUTH LINE OF THE NORTH 1/2 OF SECTION 19
100' FLORIDA POWER & LIGHT EASEMENT ORB 445, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3373, PG. 1433
EDGE OF WATER
TOP OF BANK
STRUCTURE CANAL
10' CONCRETE HEADWALL
GUARD RAIL
CORNER FALLS IN CANAL
SET 4x4 CONCRETE WITNESS MONUMENT LB 3019
FOUND 5/8" IRON ROD AND CAP STAMPED LB 3019 MARKING THE SOUTHEAST CORNER OF THE VACATED PLAT OF ORMOND GOLF CLUB ESTATES AS SHOWN ON MAP BOOK 11, PAGE 71
POB TRACT E-1
CENTERLINE OF THE ROADS (NOW VACATED PER ORB 5458, PG. 1745) WEST LINE OF THE JOHN ANDREWS GRANT, ACCORDING TO THE NOW VACATED PLAT OF ORMOND GOLF CLUB ESTATES, COUNTRY CLUB SECTION PART 4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL E81-1 ORB 4231, PGS3-4421-4459
FOUND 4"X4" CONCRETE MONUMENT NO ID
FOUND 4"X4" CONCRETE MONUMENT NO ID
POB
SURVEYORS NOTES
UTILITY STATEMENT
LEGEND
ABBREVIATIONS
ADDITIONAL ABBREVIATIONS - TREE LEGEND

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15


Less and except Volusia County park land parcel
EXHIBIT "A"
Page 14 of 15
SLIGER & ASSOCIATES, INC.
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LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO.
21-0753
BOUNDARY
SURVEY
SHEET 4 OF 5

Less and except Volusia County park land parcel

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Page 15 of 15

EXHIBIT "B"

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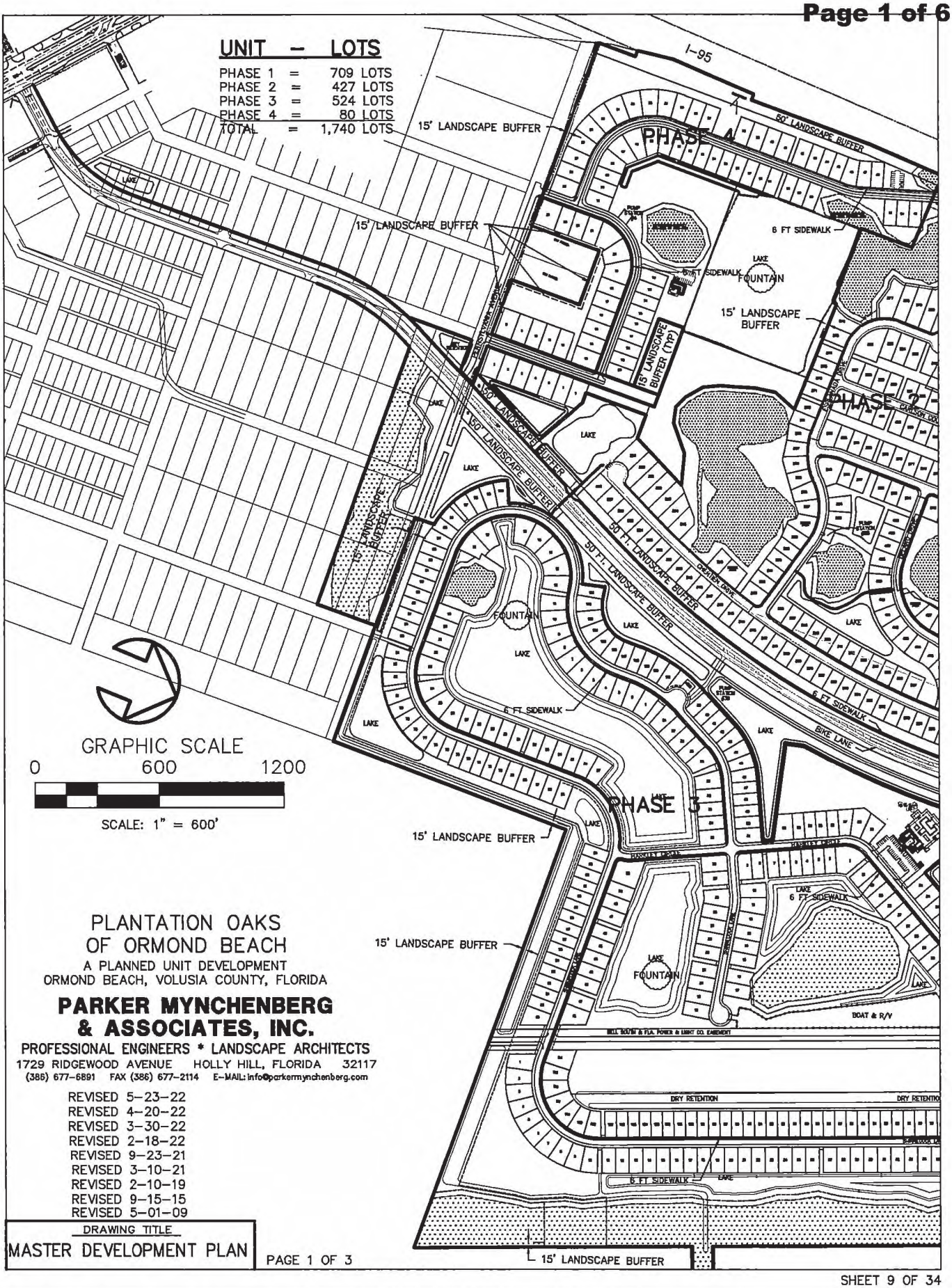

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

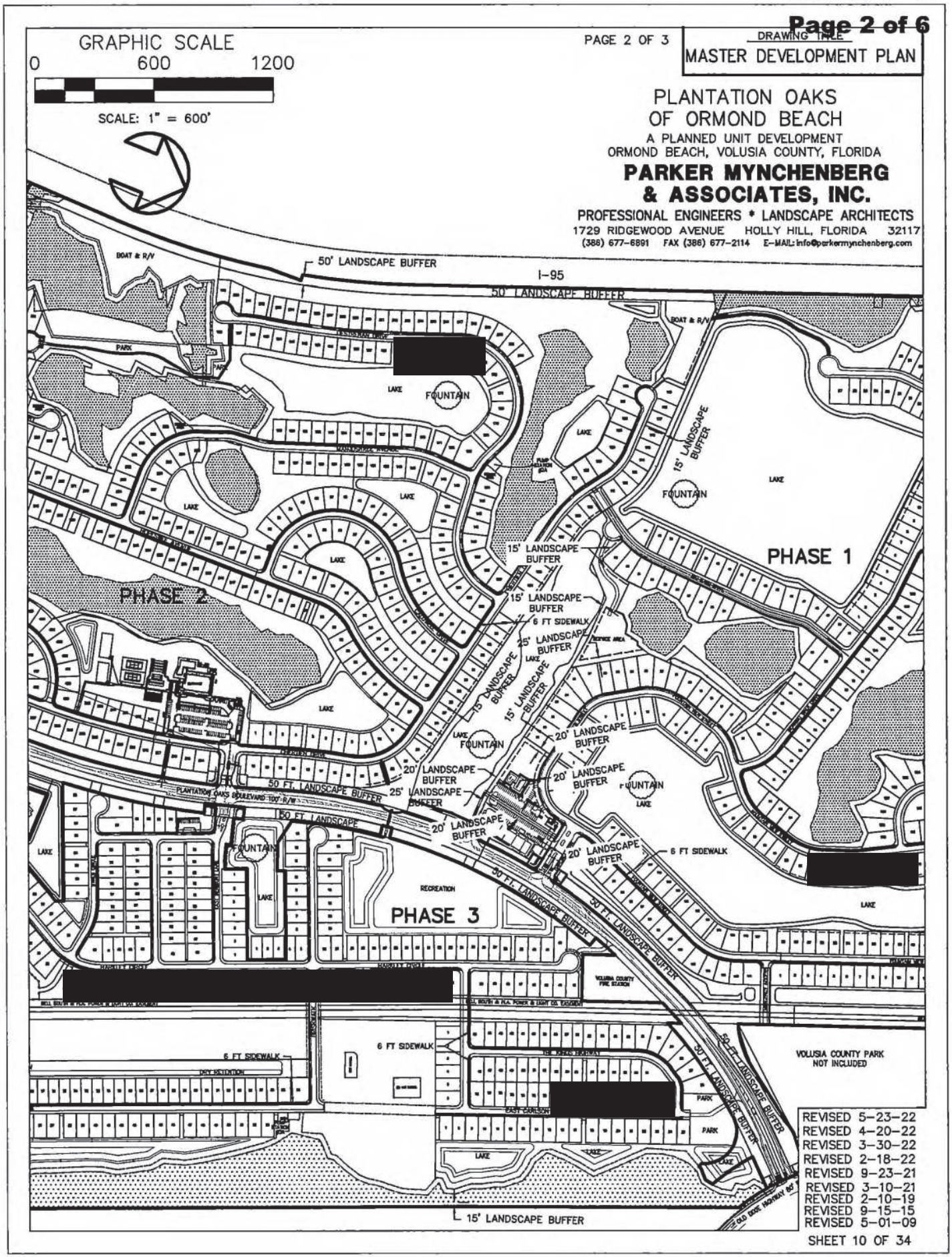
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"

Page 2 of 6



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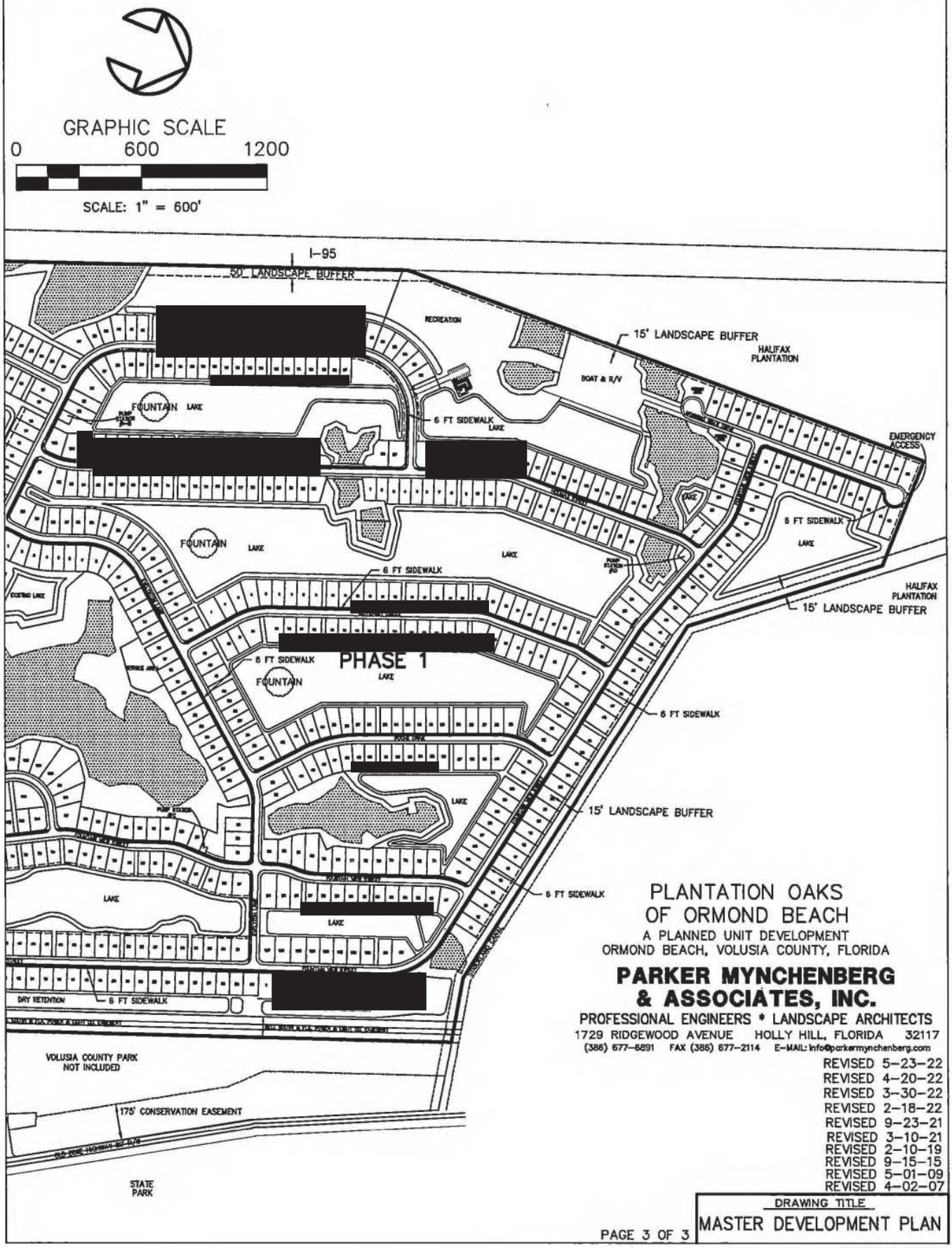

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REVISED 4-02-07

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

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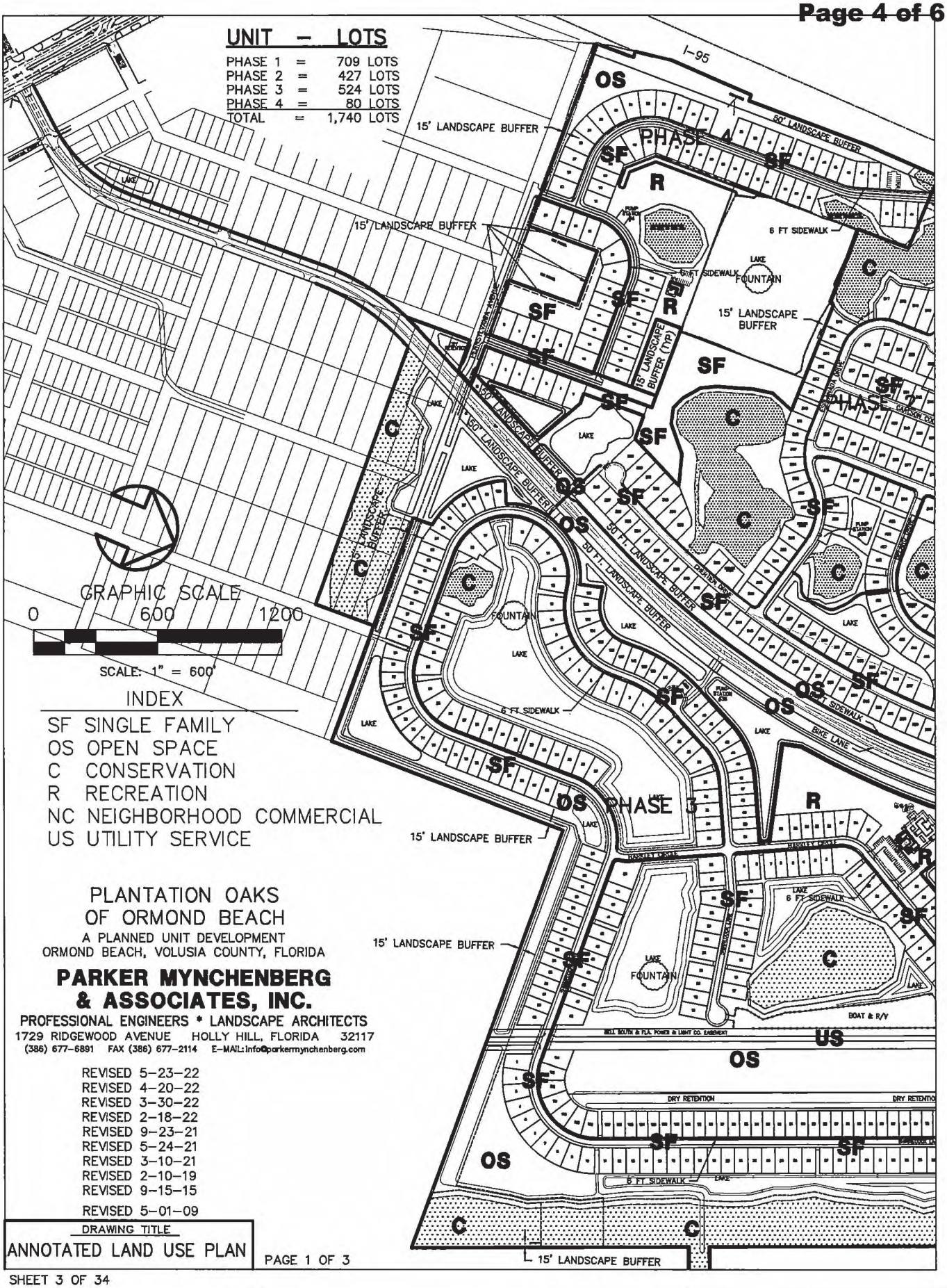

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

Page 5 of 6

GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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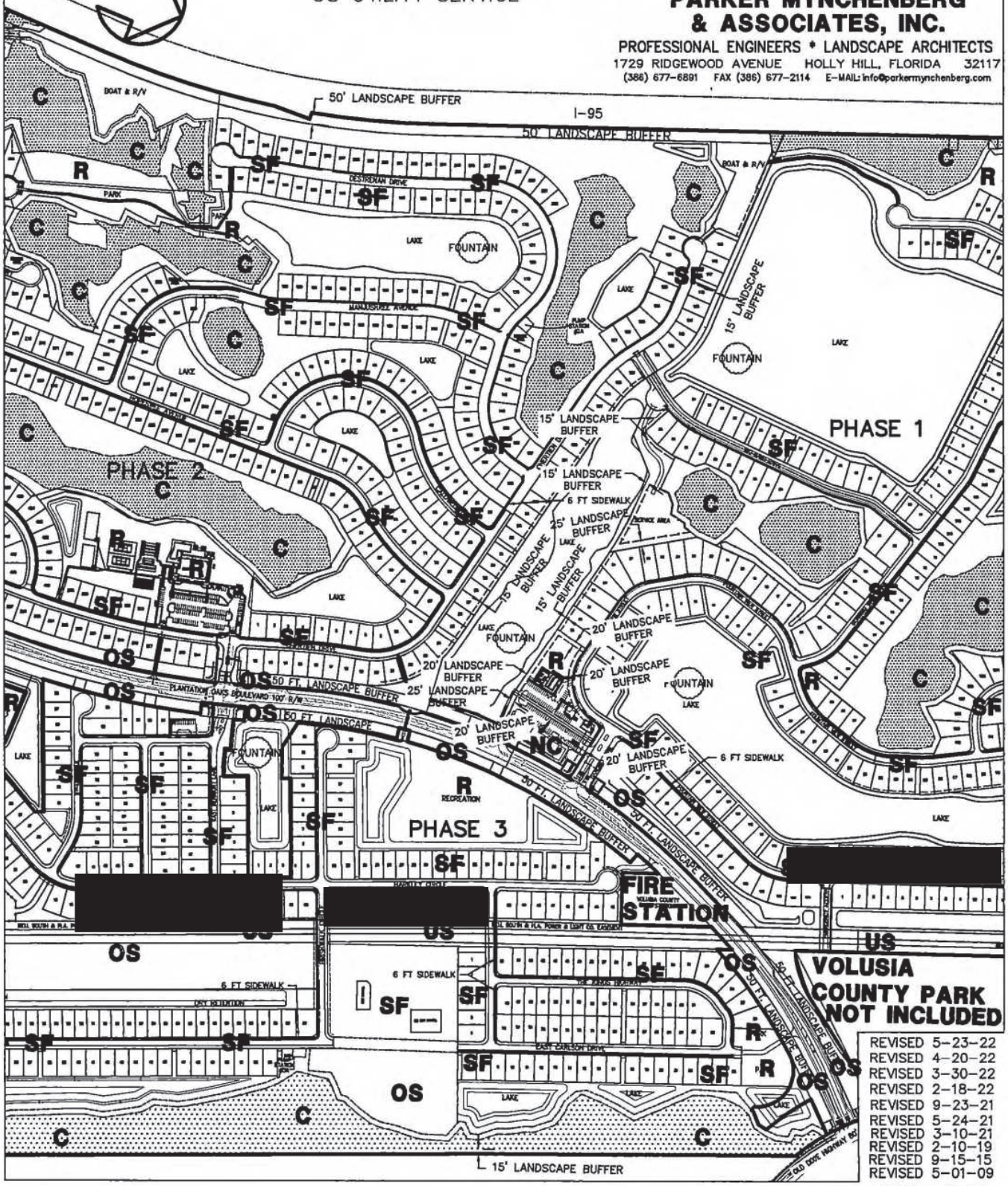

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REVISED 3-10-21
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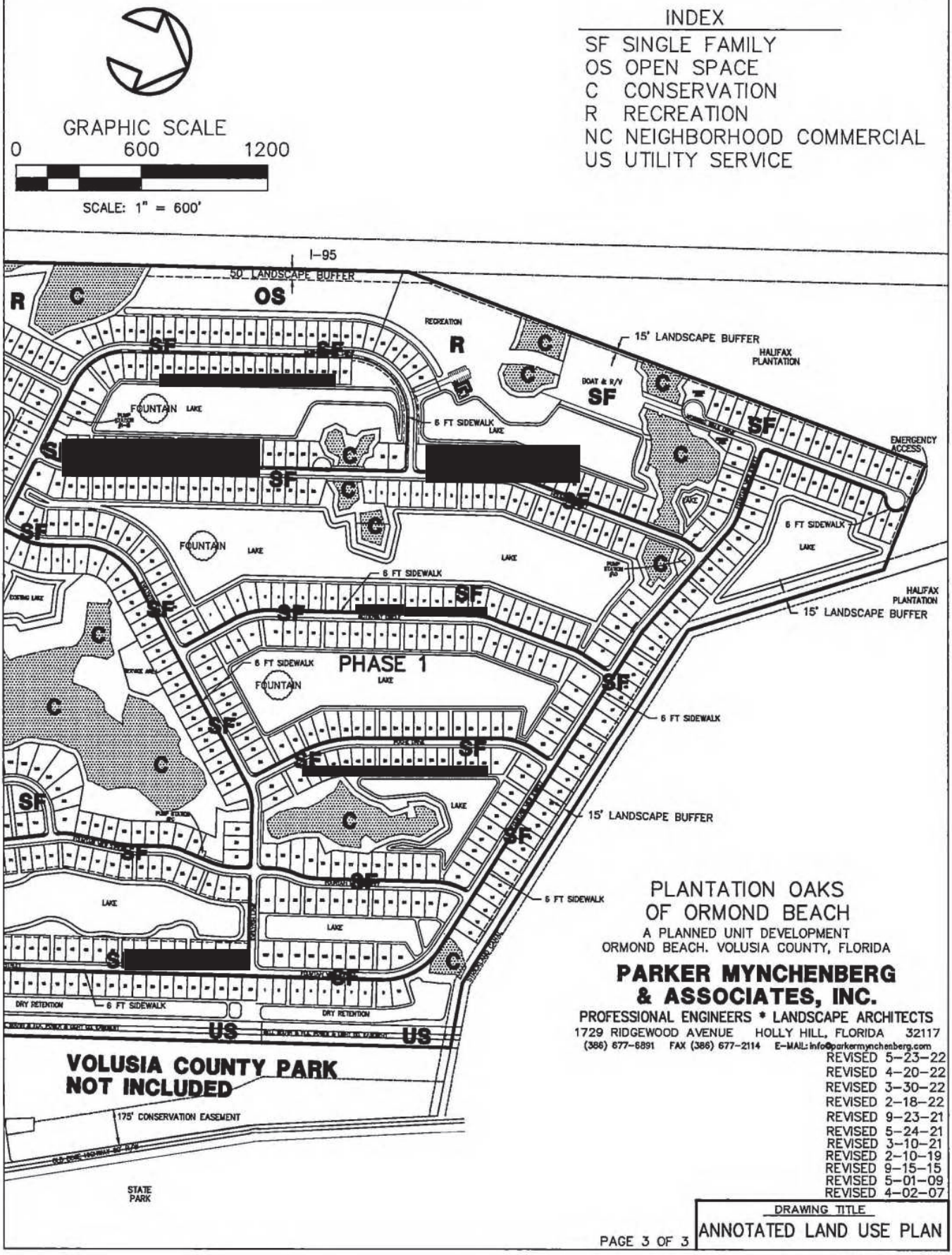
REVISED 9-15-15
REVISED 5-01-09

SHEET 4 OF 34

EXHIBIT "B"

~~**Page 6 of 6**~~

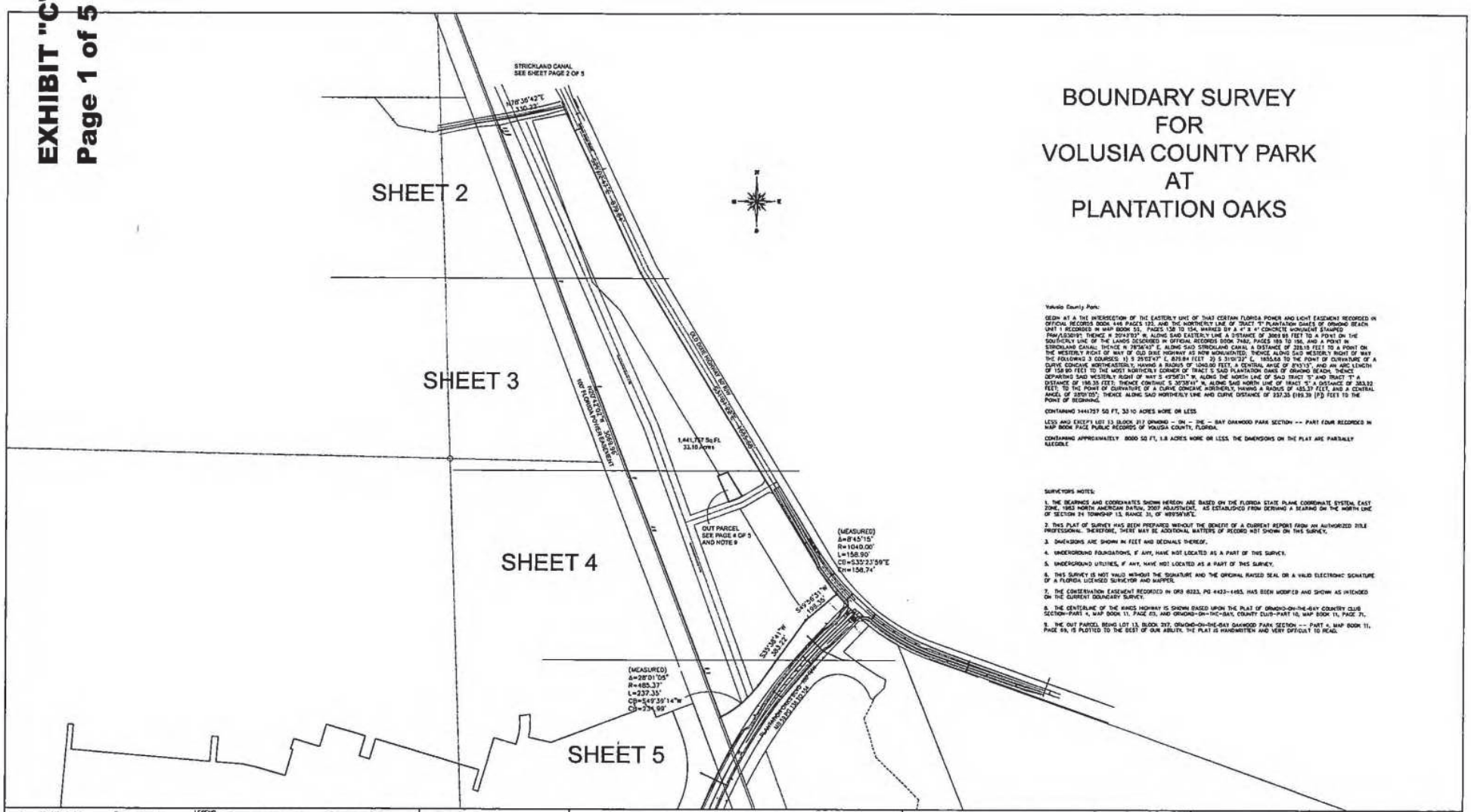


SHEET 5 OF 34

Instrument #20221140339 #26 Book:8268 Page:2923

EXHIBIT "C"
Page 1 of 5

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 20, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LB30191 THENCE N 20°43'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 2062.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DALE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°57'49" E, 829.84 FEET 2) S 31°01'22" E, 1855.58 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 42°36'51" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 1858.30 FEET; THENCE CONTINUE S 30°36'41" W, ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (195.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – SEA – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°56'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
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LEGEND

ABBREVIATIONS

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
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OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL — OK24

FOR COUNTY OF VOLUSIA

SCALE: 1"=200'	DIGITAL FILE: 210753.TXT FIELD BOOK: 1456	PARTY CHIEF: 13, 17, 16, 23	SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	—	TJ	JB
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3431 NOVA ROAD
PORT ORANGE, FL. 32127
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LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

PLAT PREPARED FOR THE FOLLOWING. (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO:	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

BOUNDARY SURVEY

SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 5576
JEFF M. DARNELL, P.S.M. NO. 5575
C.D. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

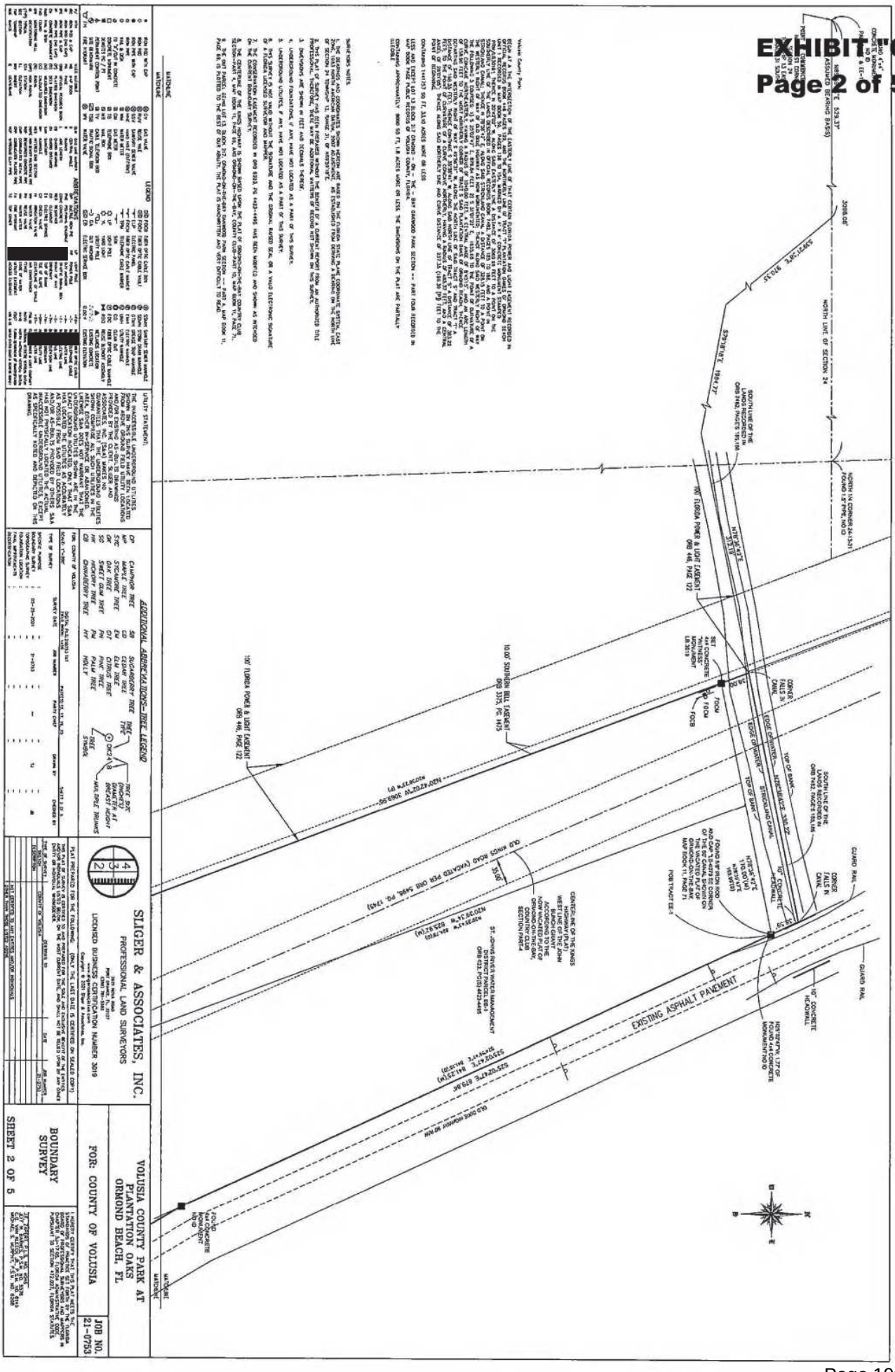
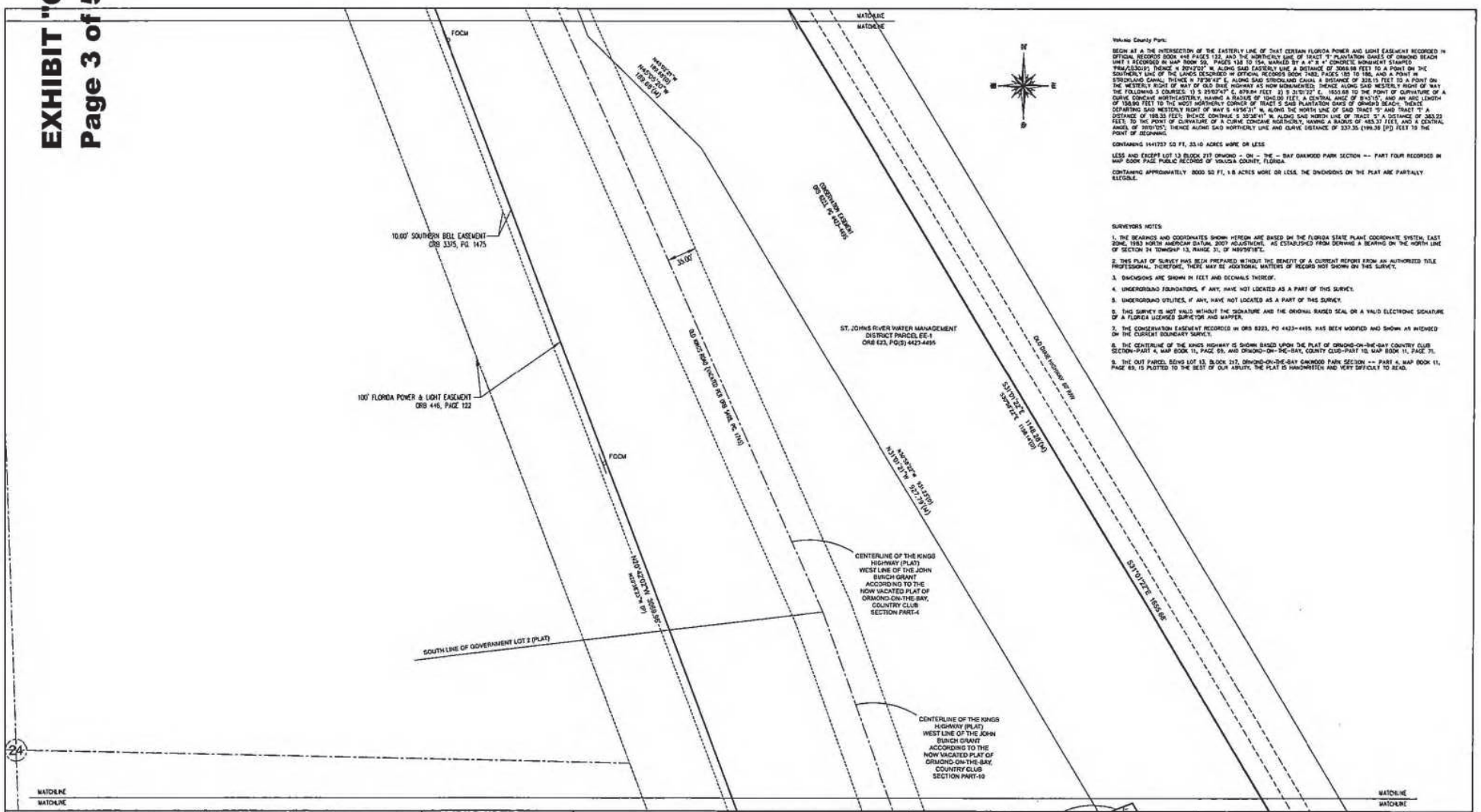


EXHIBIT "C"
Page 2 of 5
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
OLD KINGS ROAD (VACATED PER ORB 5464, PG 1745)
SOUTH LINE OF THE LANDS RECORDED IN ORB 7482, PAGES 185,186
NORTH 1/4 CORNER 24-13-31 FOUND 1.5" PIPE, NO ID
NORTH LINE OF SECTION 24
S79°19'18"E 1984.77
100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3372, PG 1473
SET 4x4 CONCRETE WITH BRASS MONUMENT LB 3019
FOCM
FOCB
CORNER FALLS IN CANAL
LOOSE CANISTER
EDGE OF WATER
TOP OF BANK
STRICKLAND CANAL
GUARD RAIL
10' CONCRETE HEADWALL
HEREBY 1.5" IP FOUND 4x4 CONCRETE MONUMENT NO ID
FOUND CONCRETE MONUMENT NO ID
CENTERLINE OF THE VINES HIGHWAY (PLAT) WEST LINE OF THE JOHN ANDREWS GRANT ACCORDING TO THE NOW VACATED PLAT OF PLANTATION OAKS COUNTRY CLUB SECTION PART-4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL 89-A ORB 6231, PGS(S) 4823-4835
N20°39'24"W 825.92'(M)
S25°02'47"E 841.23'(M)
S25°02'47"E 879.06'
N20°39'24"W 825.92'(M)
N20°39'24"W 1063.56'
POB TRACT EE-1
POINT OF BEGINNING OF THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 THROUGH 186 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
N79°19'18"W 313.18'
N79°19'18"W 1984.77'
3098.08'
S89°52'45"E 329.37'
ASSUMED BEARING BASIS
NORTH LINE OF SECTION 24
S79°19'18"E 970.55'
3,240,124 SQ. FT.
74.39 ACRES
MORE OR LESS
GUARD RAIL
10' CONCRETE HEADWALL
EDGE OF WATER
TOP OF BANK
STRICKLAND CANAL
CORNER FALLS IN CANAL
SET 4x4 CONCRETE WITH BRASS MONUMENT LB 3019
FOCM
FOCB
10' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
N20°39'24"W 1063.56'
N20°39'24"W 825.92'(M)
S25°02'47"E 841.23'(M)
S25°02'47"E 879.06'
EXISTING ASPHALT PAVEMENT
OLD KINGS ROAD (VACATED PER ORB 5464, PG 1745)
FOUND CONCRETE MONUMENT NO ID
N
S
E
W

Instrument #20221403339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 50, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3010"; THENCE N 80°47'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3068.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2482, PAGES 180 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'49" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 679.84 FEET 2) S 31°07'22" E, 1803.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°43'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKES OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 188.35 FEET; THENCE CONTINUE S 38°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 465.37 FEET, AND A CENTRAL ANGEL OF 20°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441257 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°59'58"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RVV	RECLAIM VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
⊕	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	MHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
○	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	FD "X"/CUT IN CONCRETE	GM	GAS METER	SGN	SIGN	CO	CLEAN OUT
□	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MARKER
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBD	RELIEF BLOWOFF ASSEMBLY
△	PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	▲	WETLANDS LOCATION
⊘	S/E BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	G.V.	GAS LINE MARKER	DIP	DUCTILE IRON PIPE	LP	LIGHT POLE
IRC	IRON ROD & CAP	MB	MAP BOOK	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR
IR	IRON ROD (NO CAP)	P	PAGE	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	R	RADIUS	R/W	RIGHT OF WAY
IP	IRON PIPE (NO CAP)	PB	PLATTED BASIS/BOOK	CB	CHORD BEARING	BFP	BACK FLOW PREVENTER
CM	CONCRETE MONUMENT	DB	DEED BASIS/BOOK	CH	CHORD DISTANCE	GL	GUARDRAIL
NAIL & DISK	NAIL & DISK	MB	MEASURED BASIS/BOOK	SAN	SANITARY	EB	ELECTRIC SERVICE
FND	FOUND	MH	MANHOLE	CV	CHECK VALVE	TOB	TOP OF BANK
MW	MONITORING WELL	SEC	SECTION	WV	WATER VALVE	TOS	TOE OF SLOPE
ID	IDENTIFICATION	RGE	RANGE	WM	WATER METER	CLF	CENTERLINE OF FENCE
(TYP)	TYPICAL	TWP	TOWNSHIP	RCP	REINFORCED CONCRETE PIPE	EW	EDGE OF WATER
SEC	SECTION	CMP	CORRUGATED METAL PIPE	RW	RELIEF VALVE	CON	CONCRETE
TWP	TOWNSHIP	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RGE	RANGE	VCP	VITRIFIED CLAY PIPE	TC	TOP CONCRETE	A.E.	ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CD	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24.8)

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 21253.TXT
FIELD BOOK: 1494

PAGES: 15, 17, 18, 23

SHEET 3 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	--	TJ	JH
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2634 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SELLER	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 3 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JT PARCEL B.L.K. NO. 4046
EST. W. BARNES S. GR. NO. 5578
EST. WILLIAM M. KING JR. NO. 5149
MICHAEL S. MURPHY, P.S.M. NO. 6508

EXHIBIT "C"
Page 4 of 5

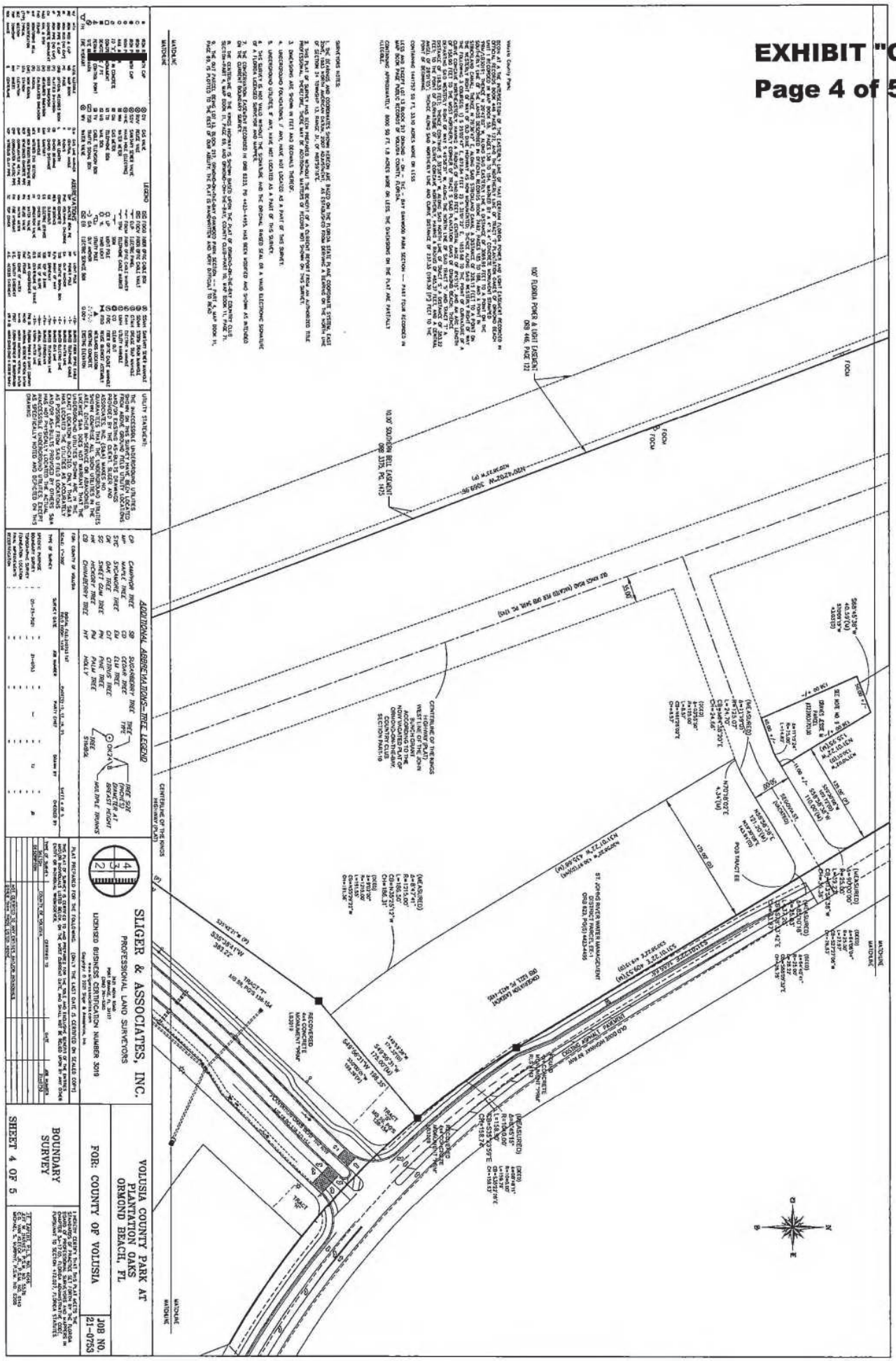
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 4 OF 5
ADDITIONAL ABBREVIATIONS—TREE LEGEND
LEGEND
ABBREVIATIONS
UTILITY STATEMENT:
SURVEYORS NOTES:
100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3370, PG. 1473
CENTERLINE OF THE KINGS HIGHWAY (PLAT)
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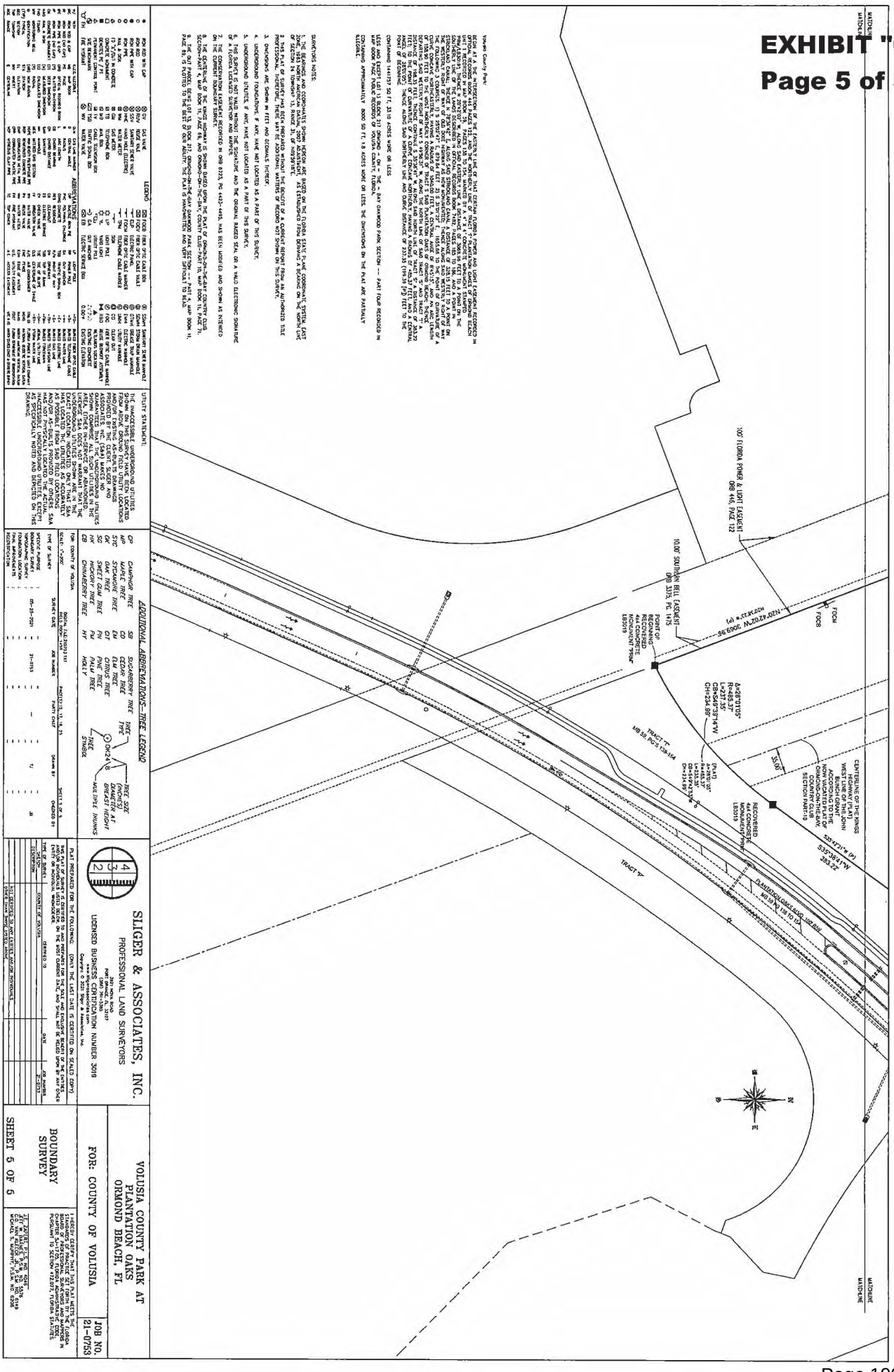
EXHIBIT "C"
Page 5 of 5



Instrument #2022140339 #30 Book:8268 Page:2927

EXHIBIT "D"
Page 1 of 3

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"
Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"
Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from April 11, 2024

ITEM:

SPRC-2024-016

Fountain View, Phase 1D
Preliminary Plat

Mr. Jorczak motioned to approve PZ 2024-010, Fountain View, Phase 1B, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development (PRD), is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond that would require additional public hearings. Mr. Spraker stated that the Site Plan Review Committee (SPRC) recommends approval of the preliminary plat.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, stated that he has been busy over the last year including weekends and explained that Plantation Oaks is completely designed including Archers Mill, Fountain View and Bradford Lakes. He reviewed the preliminary plats being reviewed this evening, D, E and F. Mr. Mynchenberg concluded that the applications for the project are coming to an end because it is completely designed.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Railsback asked if land was dedicated for a fire station. Mr. Mynchenberg responded that the County owns the fire station site as it was deeded to them, and there is a negotiation going on between the County and City for the City to acquire the site. He added that there is a fire station at Southland and Halifax Plantation which provide good service.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Railsback motioned to approve SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

D. SPRC 2024-000017, Fountain View, Phase 1E, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development, is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is

DRAFT

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 9.H

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-85
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Fountain View, Phase 1E, Preliminary Plat		
Summary:	This application was submitted from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Blvd. The subdivision land area is part of a parcel at 1700 Plantation Oaks Blvd. The preliminary plat allows the construction of subdivision improvements and land division consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The zoning approval for the subdivision occurred with ordinances 2021-03 and 2022-16. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board reviewed the proposed preliminary plat at the April 11, 2024 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed preliminary plat.		
Financial Impact:	The proposed preliminary plat has no direct financial impact, and the project developer is required to install all subdivision improvements. The project is a private subdivision, and the City will only be responsible for utility improvements after subdivision improvements are constructed.		
Citizen Impact:	The preliminary plat is a technical review of the subdivision of land to verify consistency with the Planned Development. The Plantation Oaks subdivision has been planned with multiple public hearings through the Development of Regional Impact and planned development process.		

	The subdivision is not anticipated to have a negative citizen impact. The land area is designated for single-family residential development.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the proposed preliminary plat for Fountain View, Phase 1E, consisting of 110 single-family lots on 36.19 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-85 Fountain View, Phase 1E Preliminary Plat (P24-0080G) 2. Exhibit A, Fountain View, Phase 1E 3. Exhibit B, Fountain View, Phase 1E, construction plans 4. 04.11.2024, Fountain View, Phase 1E, Preliminary Plat, PB Staff Report (8.5X11) 5. 04.11.2024, Planning Board minutes, FV, Phase 1E Preliminary Plat
Approval:	Kelly McGuire, Finance Director 5/7/2024 Claire Whitley, Assistant City Manager 5/8/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "FOUNTAIN VIEW, PHASE 1E", SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Property Owner") has submitted the preliminary plat for the "Fountain View, Phase 1E" subdivision, and

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for "Fountain View, Phase 1E" is shown within Phase 1 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 110-lot preliminary plat for the "Fountain View, Phase 1E" 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 approved by Ordinances 2021-03 and 2022-16 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 21, 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 "Fountain View, Phase 1E" subdivision.

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

APPROVED AND AUTHENTICATED, this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963-2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF S19°50'00"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S20°50'23"E, 150.26 FEET; THENCE S18°12'45"E, 67.24 FEET; THENCE S09°33'46"E, 71.66 FEET; THENCE S85°00'15"W, 124.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF S02°47'22"E AND A CHORD DISTANCE OF 25.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°10'11"W, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00', A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF N09°36'16"W, AND A CHORD DISTANCE OF 76.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S72°21'10"W, 124.77 FEET; THENCE N20°50'23"W, 173.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF N09°11'10"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE N39°12'42"E, 257.24 FEET; THENCE N50°47'18"W, 277.98 FEET; THENCE N20°49'12"W, 1165.28 FEET; THENCE N01°53'56"W, 507.37 FEET; THENCE S86°53'56"E, 126.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF N06°34'20"E, AND A CHORD DISTANCE OF 39.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE S79°18'18"E, 507.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°13'05", A CHORD BEARING OF S01°42'09"E, AND A CHORD DISTANCE OF 52.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.29 FEET; THENCE S79°09'04"W, 140.05 FEET; THENCE S22°08'45"E, 954.75 FEET; THENCE S48°55'04"E, 249.76 FEET; THENCE N41°04'56"E, 175.00 FEET; THENCE S48°55'04"E, 56.07 FEET; THENCE N39°12'42"E, 125.07 FEET; THENCE S48°55'04"E, 173.25 FEET; THENCE N69°20'38"E, 228.81 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", AND A CHORD BEARING OF S15°25'06"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE S69°20'38"W, 202.65 FEET; THENCE N20°39'22"W, 124.99 FEET; THENCE S69°20'30"W, 68.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", AND A CHORD BEARING OF S54°26'21"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE S50°47'18"E, 125.00 FEET; THENCE S39°12'42"W, 1096.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", AND A CHORD BEARING OF S10°11'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET TO THE POINT OF BEGINNING,

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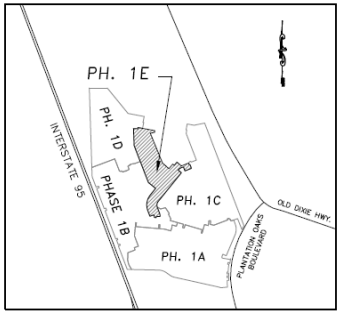

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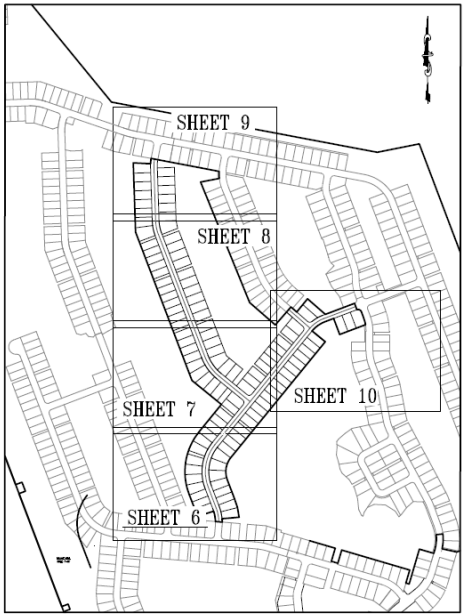

KEY MAP
1"=500'

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3-5.....KEY SHEETS
SHEET 6 TO 10.... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1E", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT A SHOWN HEREON AS NOTTOWAY CIRCLE, EVELYNTON LANE, POCHE DRIVE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

TRACTS 1E-1, 1E-2, 1E-3 1E-4, 1E-5 1E-6, 1E-7, 1E-8, ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
_____ PLANTATION OAKS OF ORMOND BEACH LLC.,
PRINT NAME A FLORIDA LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL
MY COMMISSION NUMBER_____
MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1E" 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

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

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 _____ 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ____, PAGES ____-____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ____, PAGES ____ - ____, AMENDMENTS TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. 1.0 FOOT NON-VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS IS PERMITTED

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021-03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK ___, PAGE ___. PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

18. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

19. TRACT "A" 50' PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

TOTAL PHASE 1E SITE AREA = 36.1940 ACRES
TOTAL L.F. OF ROADS PH. 1E = 4270.85 L.F.

LOTS 503-612	19.7145 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD R/W	4.8564 ACRES
TRACT 1E-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	11.1507 ACRES
TRACT 1E-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.1212 ACRES
TRACT 1E-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E-6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E-7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E-8 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0642 ACRES

TOTAL NUMBER OF LOTS = 110 LOTS
TOTAL NUMBER OF TRACTS = 9
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
EVELYNTON LANE	2075.75 L.F.
POCHE DRIVE	207.08 L.F.
NOTTOWAY CIRCLE	1988.02 L.F.

SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.

PREPARED BY:
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3921 NOVA ROAD
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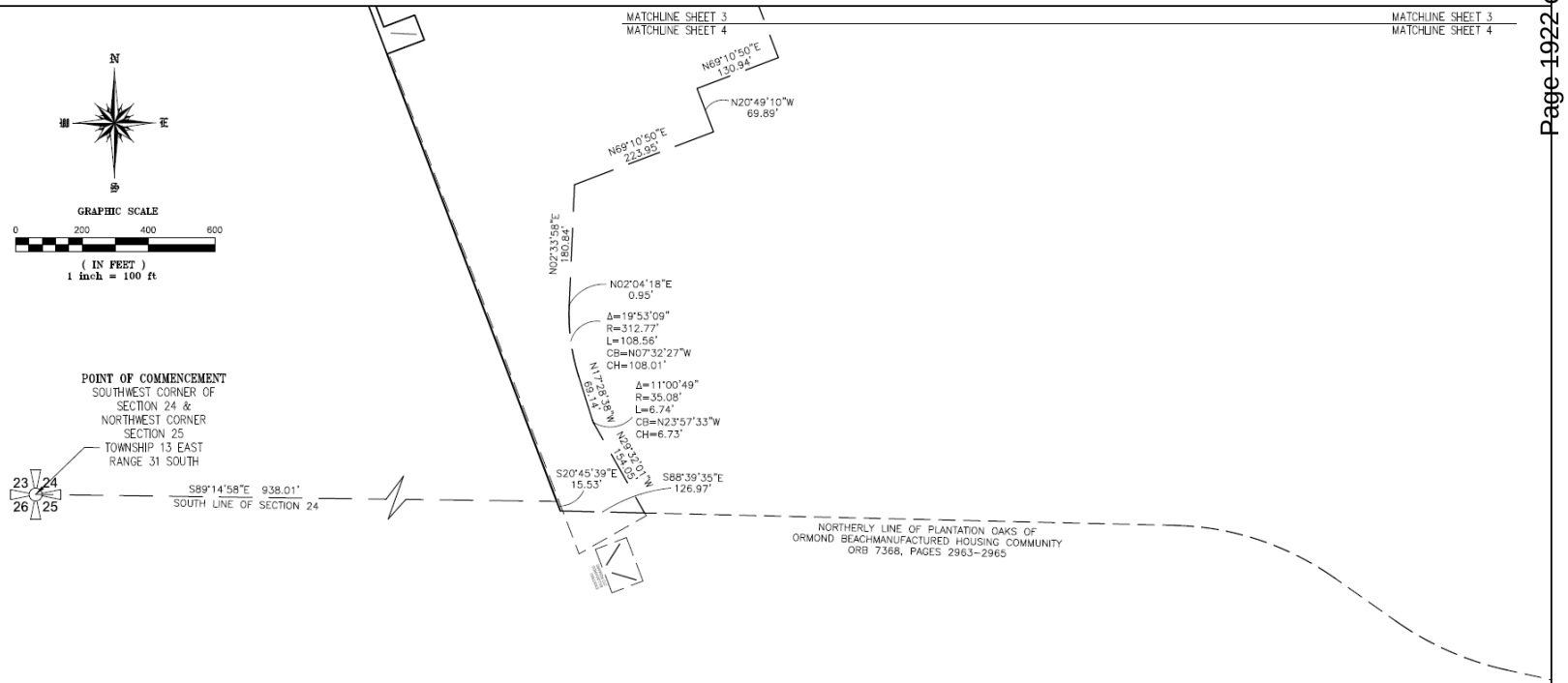
FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

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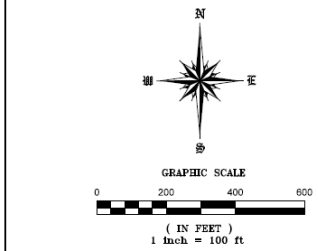

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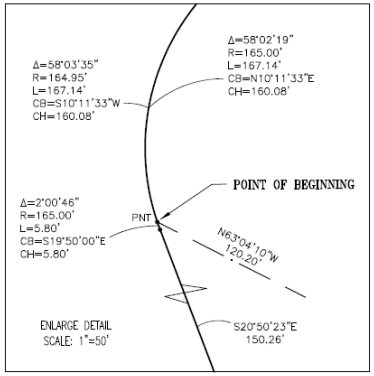

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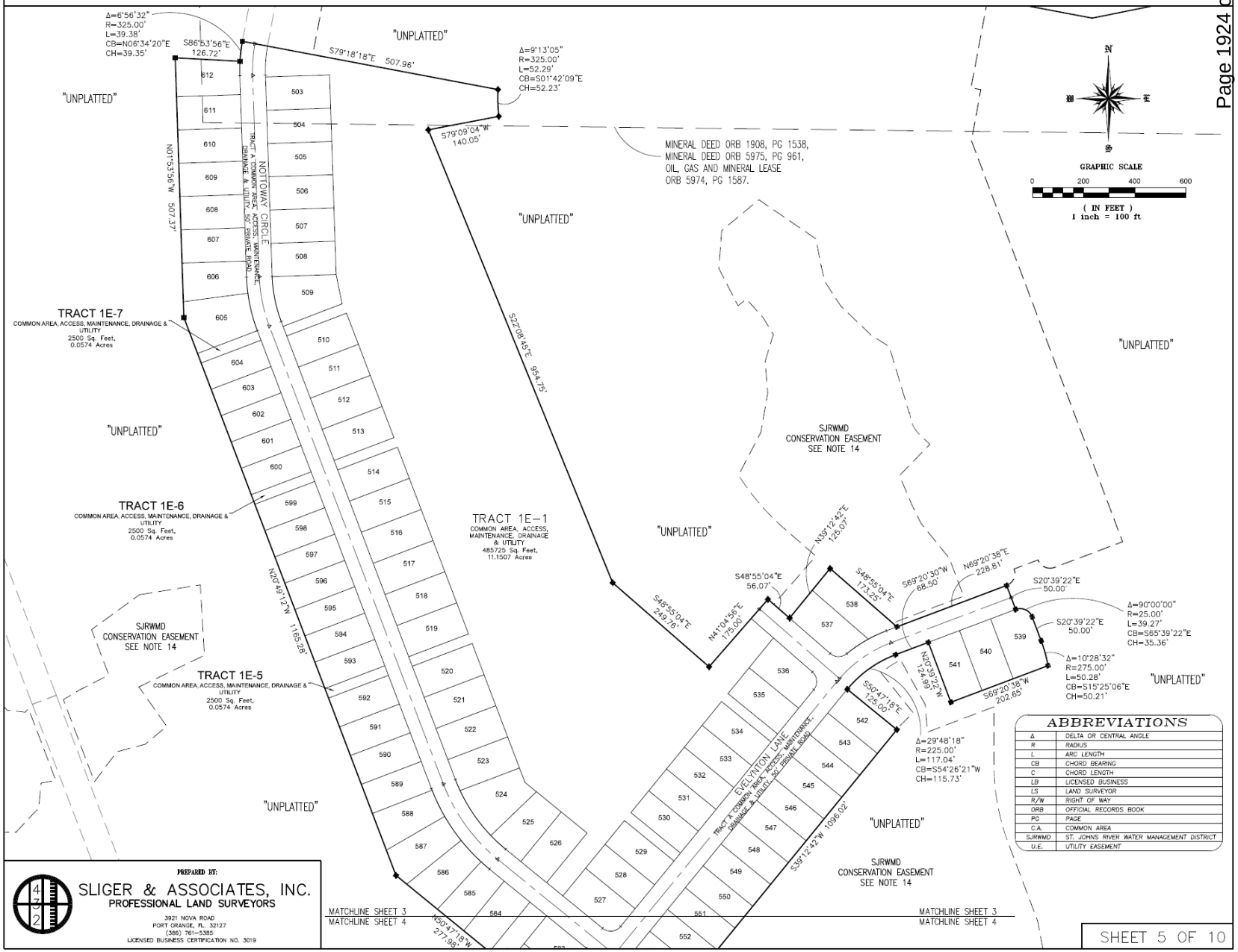

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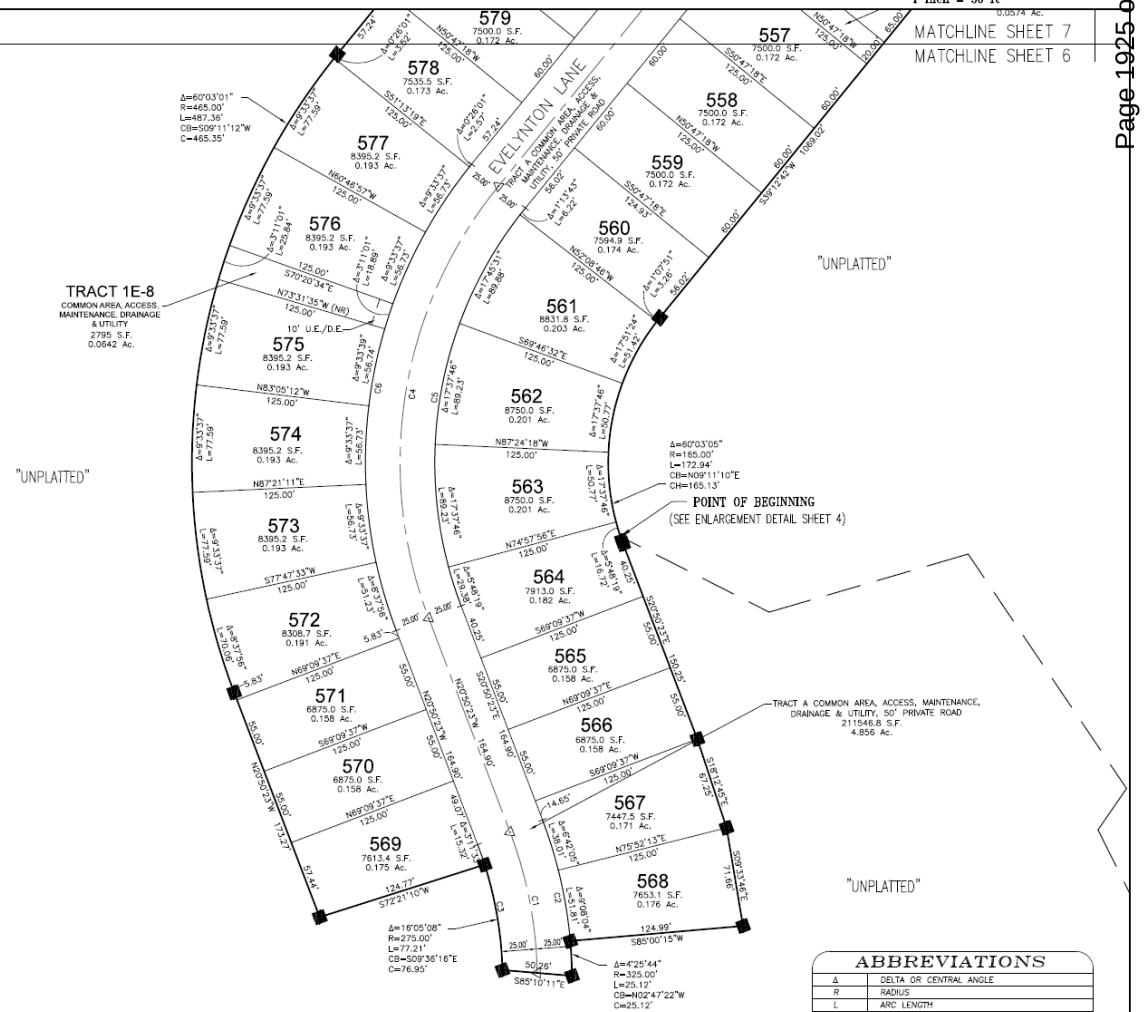
MATCHLINE SHEET 7
MATCHLINE SHEET 6



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	103.74'	103.22'	S10°56'00"E	19°48'46"
C2	325.00'	114.95'	114.35'	S10°42'27"E	20°15'53"
C3	275.00'	92.33'	92.09'	N11°12'02"W	19°16'41"
C4	315.00'	330.15'	315.24'	S09°11'10"W	60°03'05"
C5	290.00'	303.95'	290.23'	S09°11'10"W	60°03'05"
C6	340.00'	356.35'	340.26'	N09°11'10"E	60°03'05"

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LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

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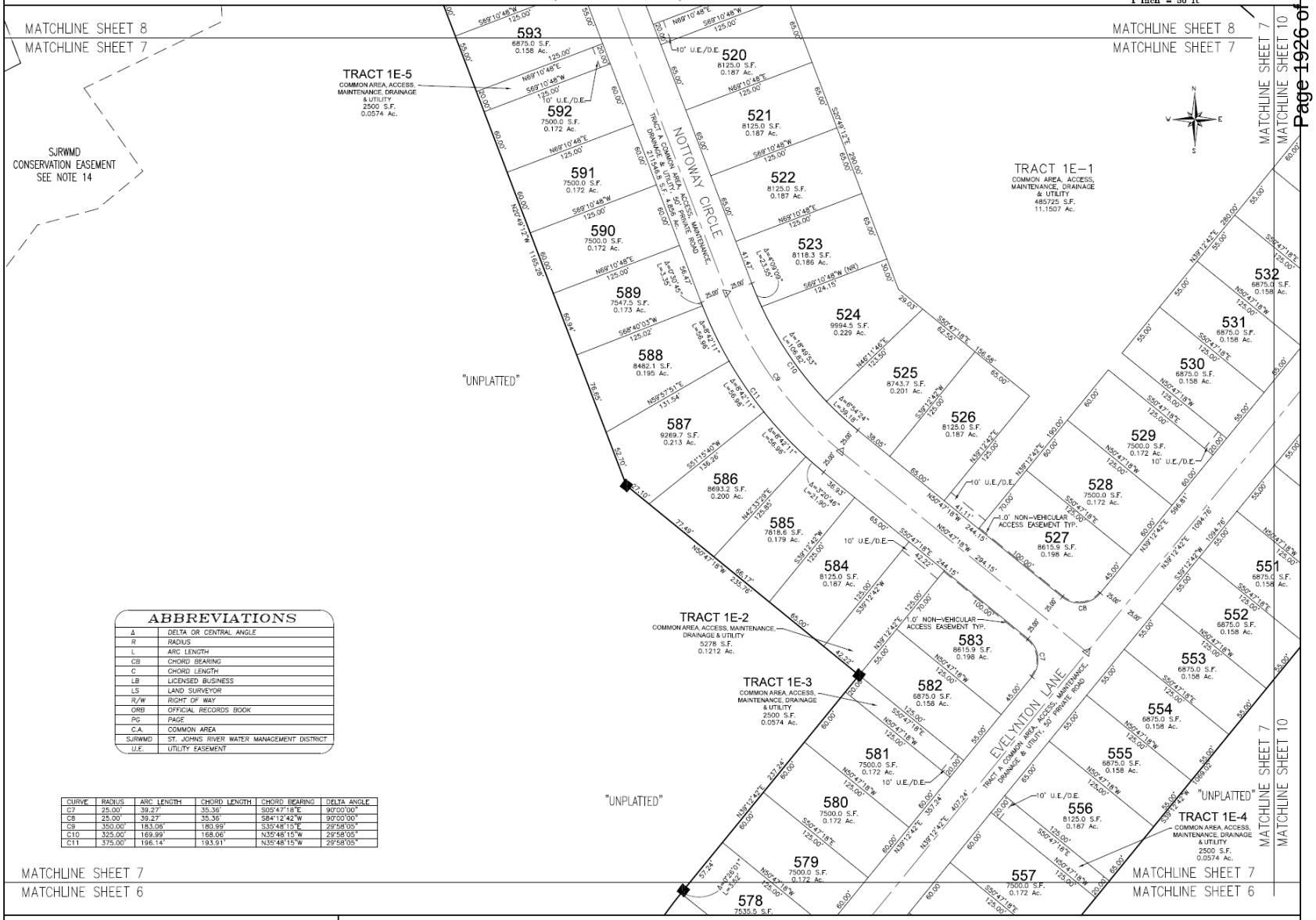

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C7	25.00'	39.27'	35.36'	S05°47'18"E	90°00'00"
C8	25.00'	39.27'	35.36'	S84°12'42"W	90°00'00"
C9	350.00'	183.06'	180.99'	S35°48'15"E	29°58'05"
C10	325.00'	169.99'	168.06'	N35°48'15"W	29°58'05"
C11	375.00'	196.14'	193.91'	N35°48'15"W	29°58'05"

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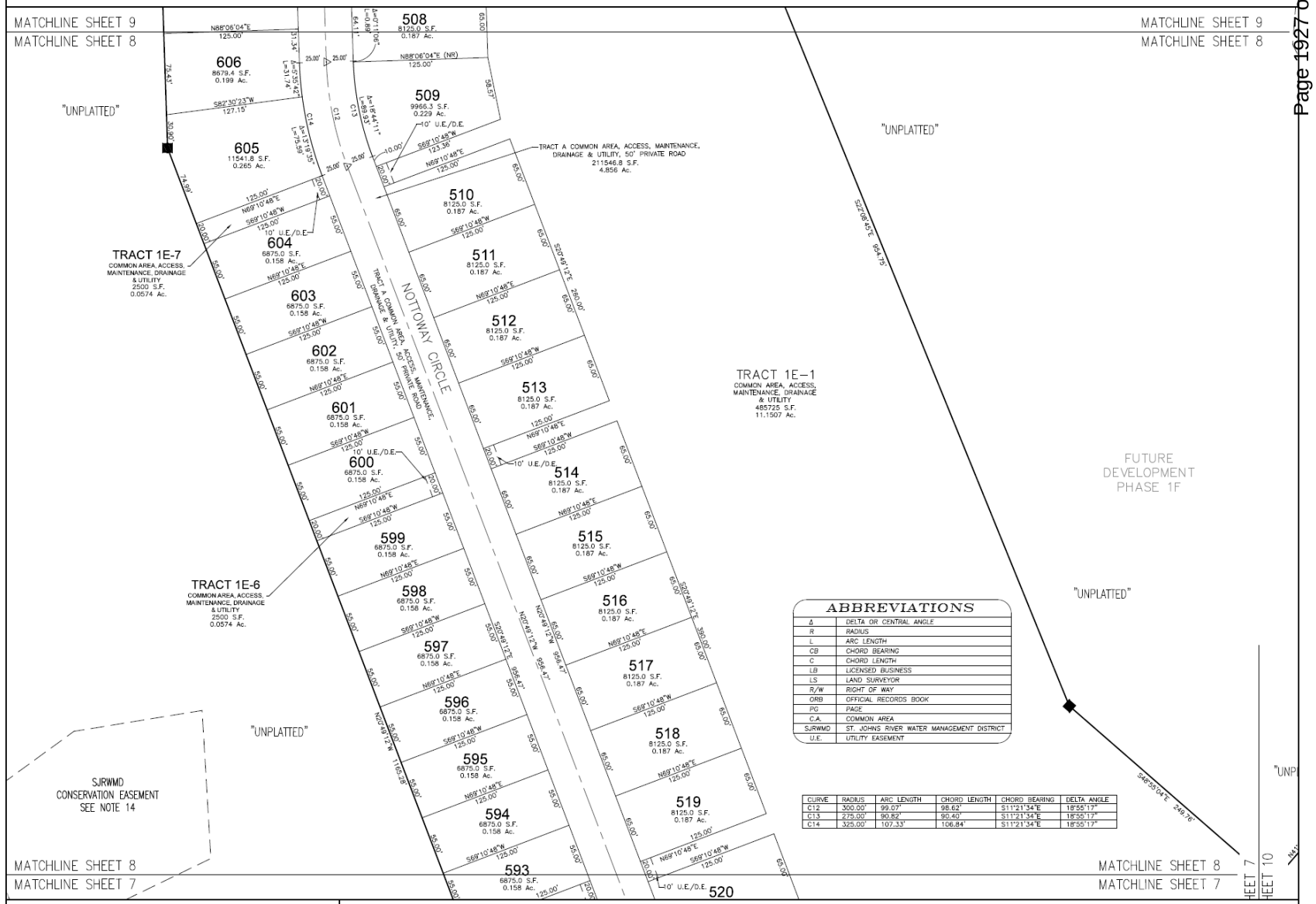

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C12	300.00'	99.07'	98.62'	S11°21'34"E	18°55'17"
C13	275.00'	90.82'	90.40'	S11°21'34"E	18°55'17"
C14	325.00'	107.33'	106.84'	S11°21'34"E	18°55'17"

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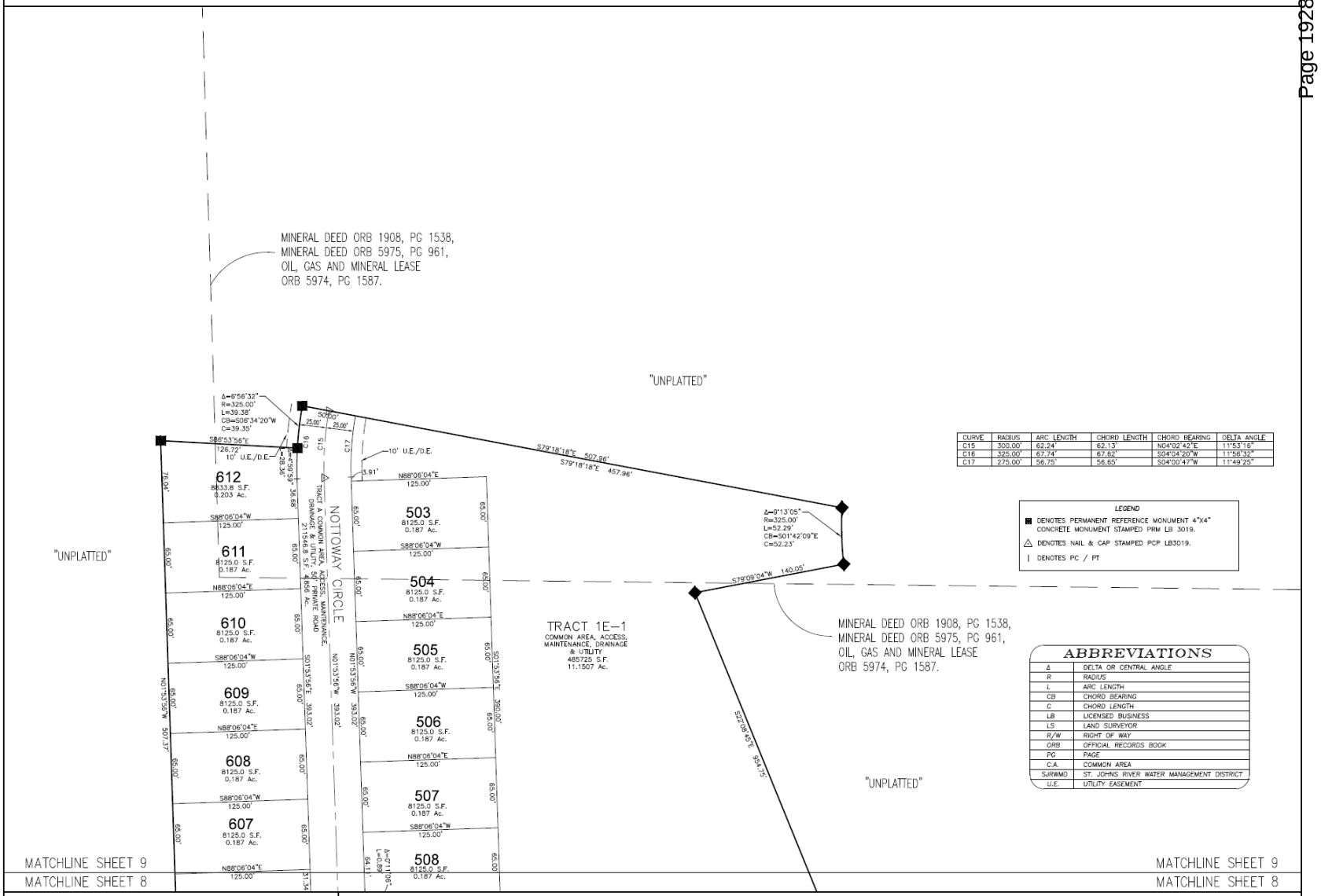
- DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 50 100 150
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C15	300.00'	62.24'	62.13'	N04°02'42"E	11°53'16"
C16	325.00'	67.74'	67.62'	S04°04'20"W	11°56'32"
C17	275.00'	56.75'	56.65'	S04°00'47"W	11°49'25"

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
△ DENOTES NAIL & CAP STAMPED PCP LB3019.
| DENOTES PC / PT

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

EXHIBIT "A"
Page 10 of 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
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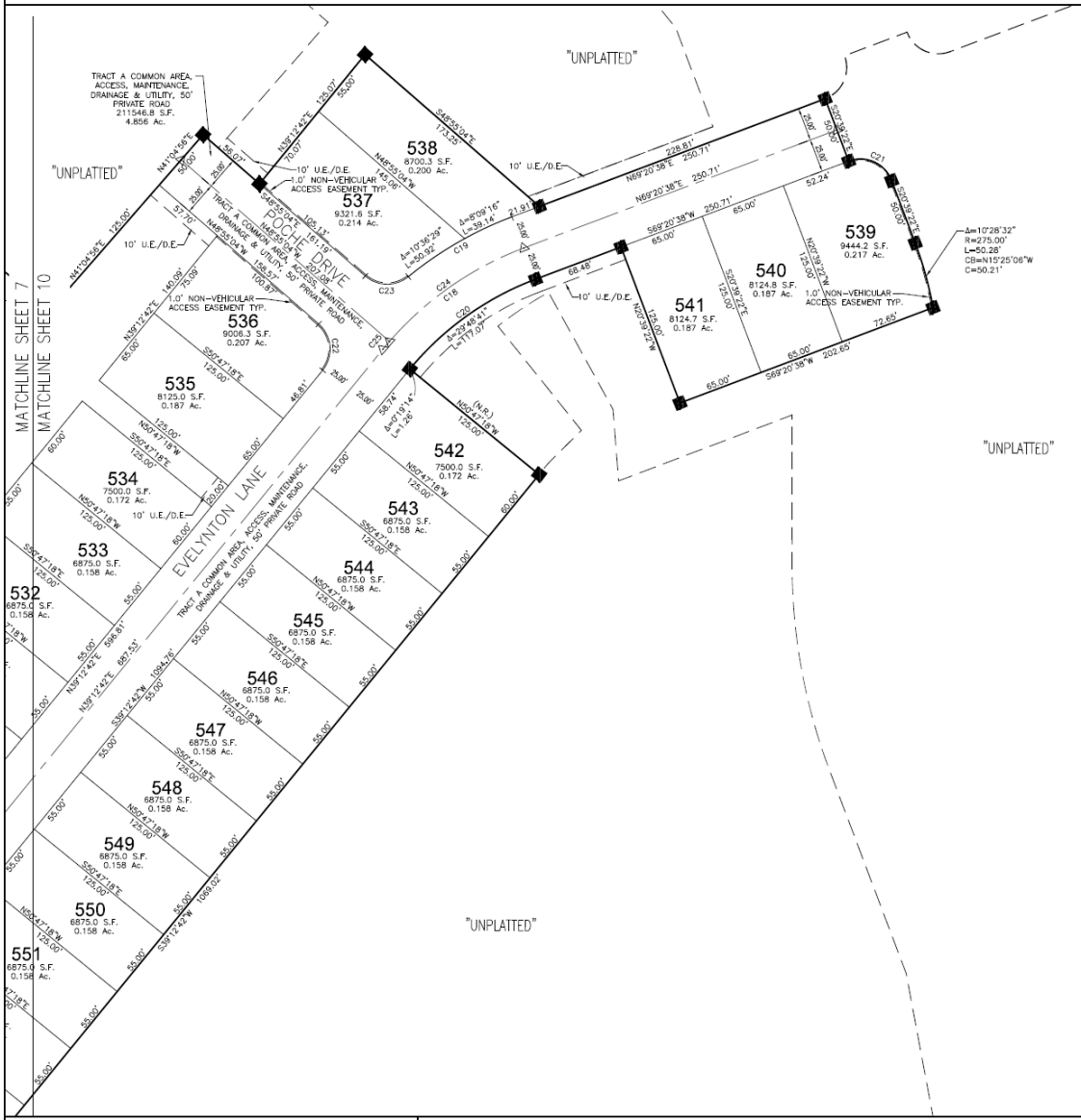

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U.E.	UTILITY EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C18	250.00'	131.48'	129.97'	N54°16'40"E	30°07'55"
C19	275.00'	90.05'	89.65'	S59°57'45"W	18°45'45"
C20	225.00'	118.33'	116.97'	S54°16'40"W	30°07'55"
C21	25.00'	39.27'	35.36'	S65°39'22"E	90°00'00"
C22	25.00'	38.45'	34.77'	N04°51'11"W	88°07'47"
C23	25.00'	35.13'	32.31'	S89°10'06"E	80°30'03"
C24	250.00'	123.81'	122.54'	N55°09'24"E	28°22'27"
C25	250.00'	7.67'	7.67'	N40°05'27"E	01°45'29"

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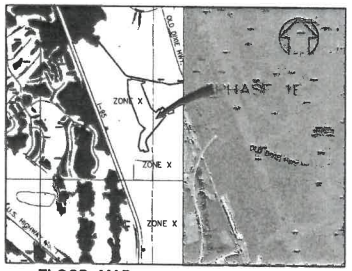
LEGEND
- ▣ DENOTES PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

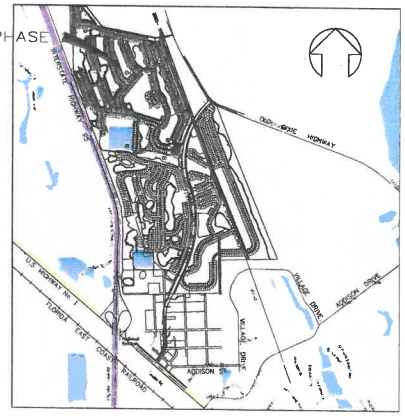
FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 1E
ORMOND BEACH, FLORIDA

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", UNLESS OTHERWISE NOTED. 0.30% FOR 10" 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. DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED CONTEMPORARY LIGHTS WITH BLACK FIBERGLASS POLES. POLES AND LIGHTS PROVIDED BY FP&L.
6. ELEVATIONS REFER TO N.A.V.D. 88 DATUM.
7. MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
8. SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
9. POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
10. SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
11. ALL DISTURBED AREAS TO BE SODDED.
12. OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
13. PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
14. OFFSITE 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).
15. 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 PLANS 711-001 IN ALL LOCATIONS.
16. ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY FOUNTAIN VIEW OF ORMOND BEACH HOME OWNERS ASSOCIATION INC.
17. ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
18. 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.
19. 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.
20. REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
21. ALL WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.

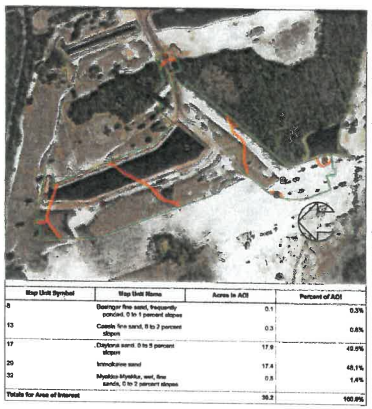


FLOOD MAP
F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1B IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S2	BOUNDARY AND TOPOGRAPHIC SURVEY
P1-P3	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	REUSE SYSTEM WATER DETAILS
29	LANDSCAPE INFORMATION SHEET
30	OVERALL LOT LANDSCAPE PLAN
31	LANDSCAPE DETAILS
32	IRRIGATION DETAILS



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	0.1	0.3%
13	Cassia fine sand, 0 to 2 percent slopes	0.3	0.8%
17	Daytona sand, 0 to 5 percent slopes	17.9	49.5%
20	Immokalee sand	17.4	48.1%
33	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	0.5	1.4%
Totals for Area of Interest		36.2	100.0%

SOILS MAP

LAND USE TABULATION

TOTAL PHASE 1E SITE AREA = 36.194 ACRES
TOTAL L.F. OF ROADS PH. 1E = 4270.85 L.F.

LOTS 503-612 ..... 19.571 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD R/W..... 4.856 ACRES
TRACT 1E-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 11.297 ACRES
TRACT 1E-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.121 ACRES
TRACT 1E-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-8 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.064 ACRES

TOTAL NUMBER OF LOTS = 110 LOTS = 3.04 DU/ACRES
MINIMUM LOT SIZE 55' X 110'

SETBACKS:
FRONT..... 20 FEET
REAR..... 20 FEET
SIDE..... 7.5 FEET
SIDE CORNER NO ACCESS..... 15 FEET
WATERFRONT..... 20 FEET
MAXIMUM HEIGHT..... 35 FEET
MAXIMUM BUILDING COVERAGE..... 60%
MAXIMUM LOT COVERAGE..... 75%
MINIMUM FLOOR AREA..... 1,400 S.F.
ACCESSORY STRUCTURE SETBACK:
SIDE YARD..... 7.5 FEET
SIDE YARD CORNER NO ACCESS..... 15 FEET
REAR YARD..... 5 FEET
FRONT YARD..... 20 FEET

PROJECT NAME
FOUNTAIN VIEW OF ORMOND BEACH
PHASE 1E
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 70.29 ACRES INTO 115 SINGLE FAMILY FEE SIMPLE LOTS.

DEVELOPER
PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E-MAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR
JEFF BARNES, P.L.S. NO. 5576
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

PROJECT ATTORNEY
JEFF BROCK, ESQ.
SMITH BIGMAN & BROCK
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-6875
EMAIL: jbrock@daytonalaw.com

NO.	DATE	DESCRIPTION	BY
		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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

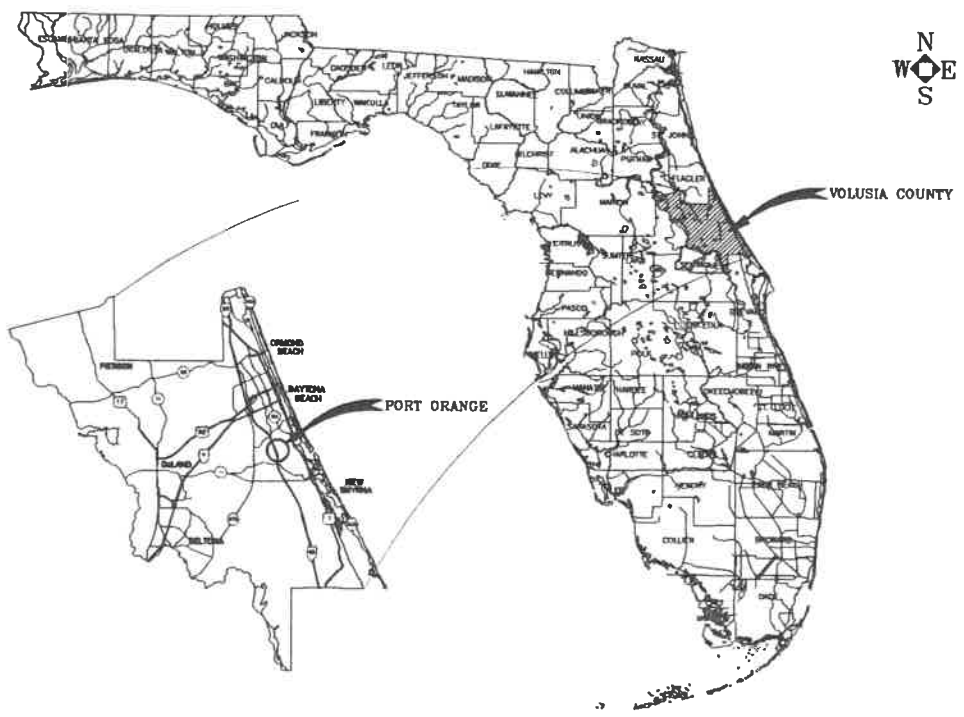
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No: FOPh3-CS.dwg
Drawn By: SLB
Date: 1/20/2024
SCALE: NONE

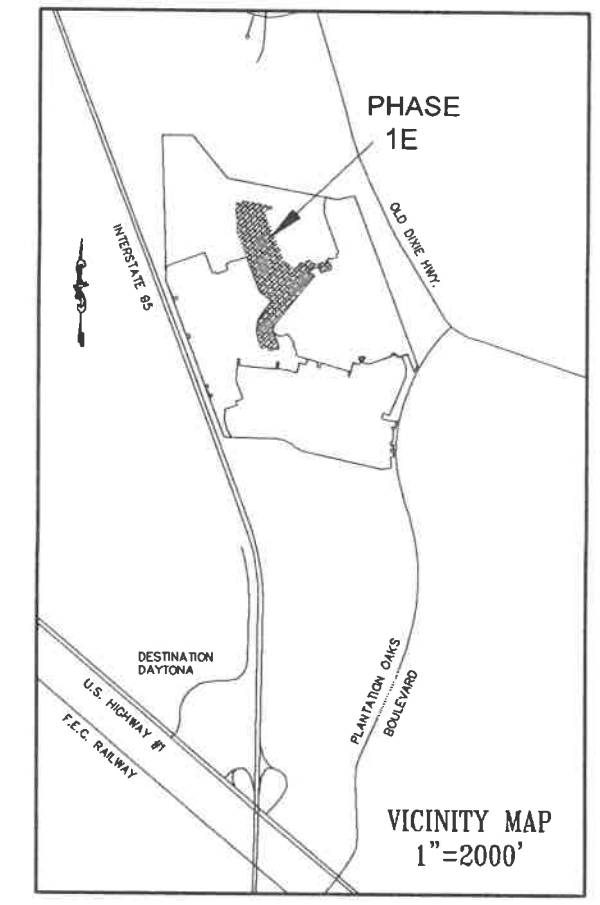
Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2024.02.08 14:06:11 -05'00'

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23-1004
FOUNTAIN VIEW PH 1E BOUNDARY.DWG



BOUNDARY SURVEY
FOR
PLANTATION OAKS OF ORMOND BEACH, LLC
FOUNTAIN VIEW PHASE 1E
A PORTION OF
SECTION 24–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION
PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.



LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963–2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF S19°50'00"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S20°50'23"E, 150.26 FEET; THENCE S18°12'45"E, 67.24 FEET; THENCE S09°33'46"E, 71.66 FEET; THENCE S85°00'15"W, 124.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF S02°47'22"E AND A CHORD DISTANCE OF 25.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°10'11"W, 50.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00', A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF N09°36'16"W, AND A CHORD DISTANCE OF 76.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S72°21'10"W, 124.77 FEET; THENCE N20°50'23"W, 173.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF N09°11'10"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE N39°12'42"E, 257.24 FEET; THENCE N50°47'18"W, 277.98 FEET; THENCE N20°49'12"W, 1165.28 FEET; THENCE N01°53'56"W, 507.37 FEET; THENCE S86°53'56"E, 126.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF N06°34'20"E, AND A CHORD DISTANCE OF 39.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE S79°18'18"E, 507.96 FEET

LEGAL DESCRIPTION CONTINUED:

TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°13'05", A CHORD BEARING OF S01°42'09"E, AND A CHORD DISTANCE OF 52.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.29 FEET; THENCE S79°09'04"W, 140.05 FEET; THENCE S22°08'45"E, 954.75 FEET; THENCE S48°55'04"E, 249.76 FEET; THENCE N41°04'56"E, 175.00 FEET; THENCE S48°55'04"E, 56.07 FEET; THENCE N39°12'42"E, 125.07 FEET; THENCE S48°55'04"E, 173.25 FEET; THENCE N69°20'38"E, 228.81 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", AND A CHORD BEARING OF S15°25'06"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE S69°20'38"W, 202.65 FEET; THENCE N20°39'22"W, 124.99 FEET; THENCE S69°20'30"W, 68.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", AND A CHORD BEARING OF S54°26'21"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE S50°47'18"E, 125.00 FEET; THENCE S39°12'42"W, 1096.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", AND A CHORD BEARING OF S10°11'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 1576612.76 SQUARE FEET, 36.194 ACRES

SURVEY NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMENTMENT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. 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. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.

6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

7. THERE IS EARTH WORK ALONG THE PROPOSED RIGHTS OF WAY IN THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A.

8. SOME MONUMENTATION ALONG THE BOUNDARY OF THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A, HAS NOT BEEN SET DUE TO CONSTRUCTION.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:
IS TO PREPARE A BOUNDARY SURVEY FOR THE CLIENTS USE.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983.
COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:

PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 21-1238, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

LEGEND:

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	CTMH	GREASE TRAP MANHOLE
◌	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
○	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
⊗	FD "X"/CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
□	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
△	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
■	4"X4" CM / PRM	TV	CABLE TELEVISION BOX		UTILITY POLE	▲	WETLANDS LOCATION
◕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00×	EXISTING ELEVATION
—	CHANGE OF DIRECTION						

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE		
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE		
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE		
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE		
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE		
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE		
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN		
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE		
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE		
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY		
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM		
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY		
		PNT	POINT OF NON-TANGENCY										

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)
2–3 DETAIL SHEETS

NOTICE:
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES Digitally signed by JEFFREY W BARNES Date: 2023.12.20 15:24:16 -05'00'
DATE:

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

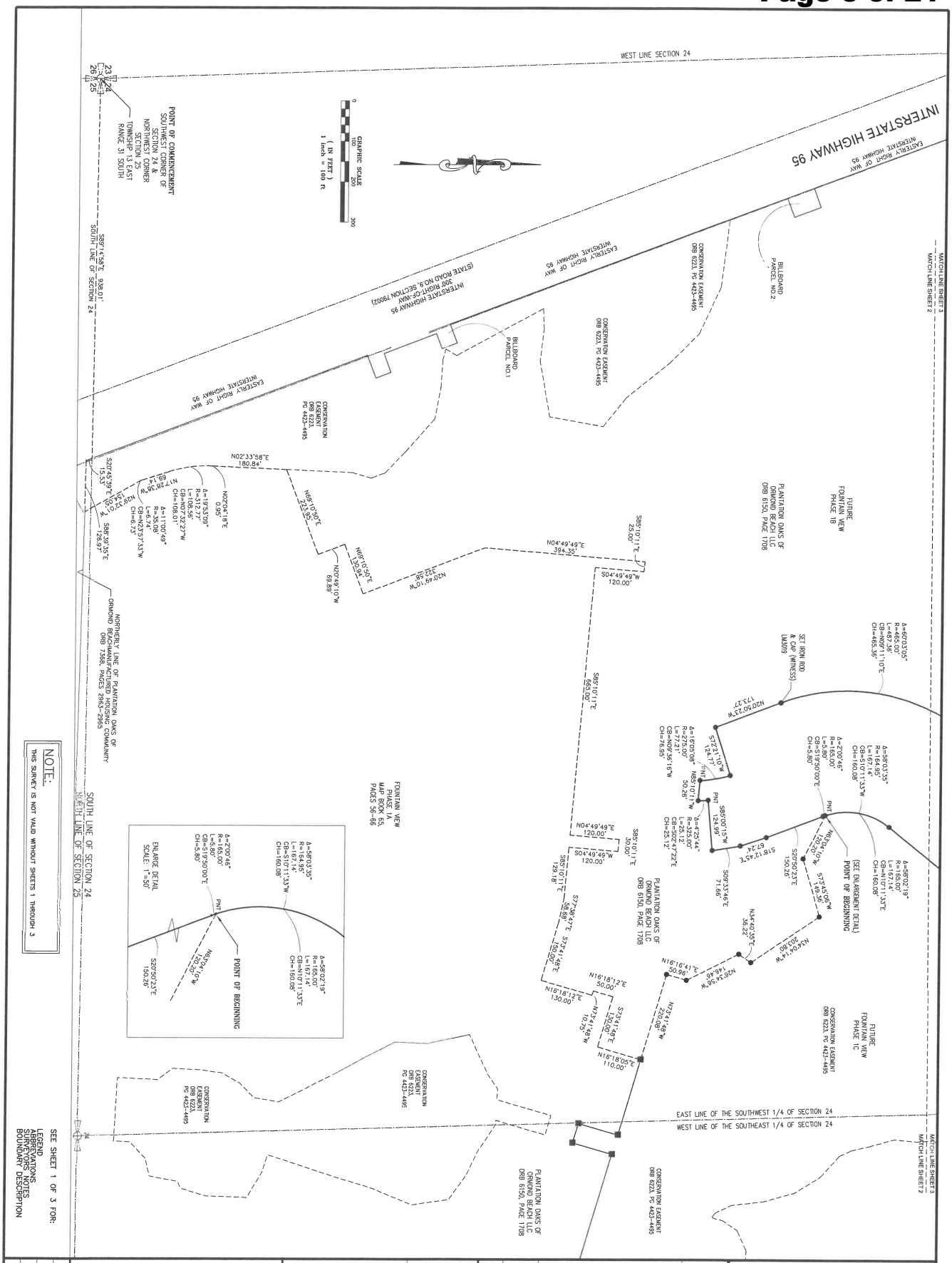
BOUNDARY SURVEY	FIELD DATE: 11-1-2023	FIELD BOOK:	
FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):	
	DRAWN BY: TONY JEFFREY		
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	CHECKED BY: JEFF BARNES		

No.	Date	Revision	Approved
5			
4			
3			
2			
1			

PROJ.: 08-680
JOB: 23-0619
SCALE:
SHEET: 1 of 3

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23-1004 FOUNTAIN VIEW PH 1E BOUNDARY.DWG

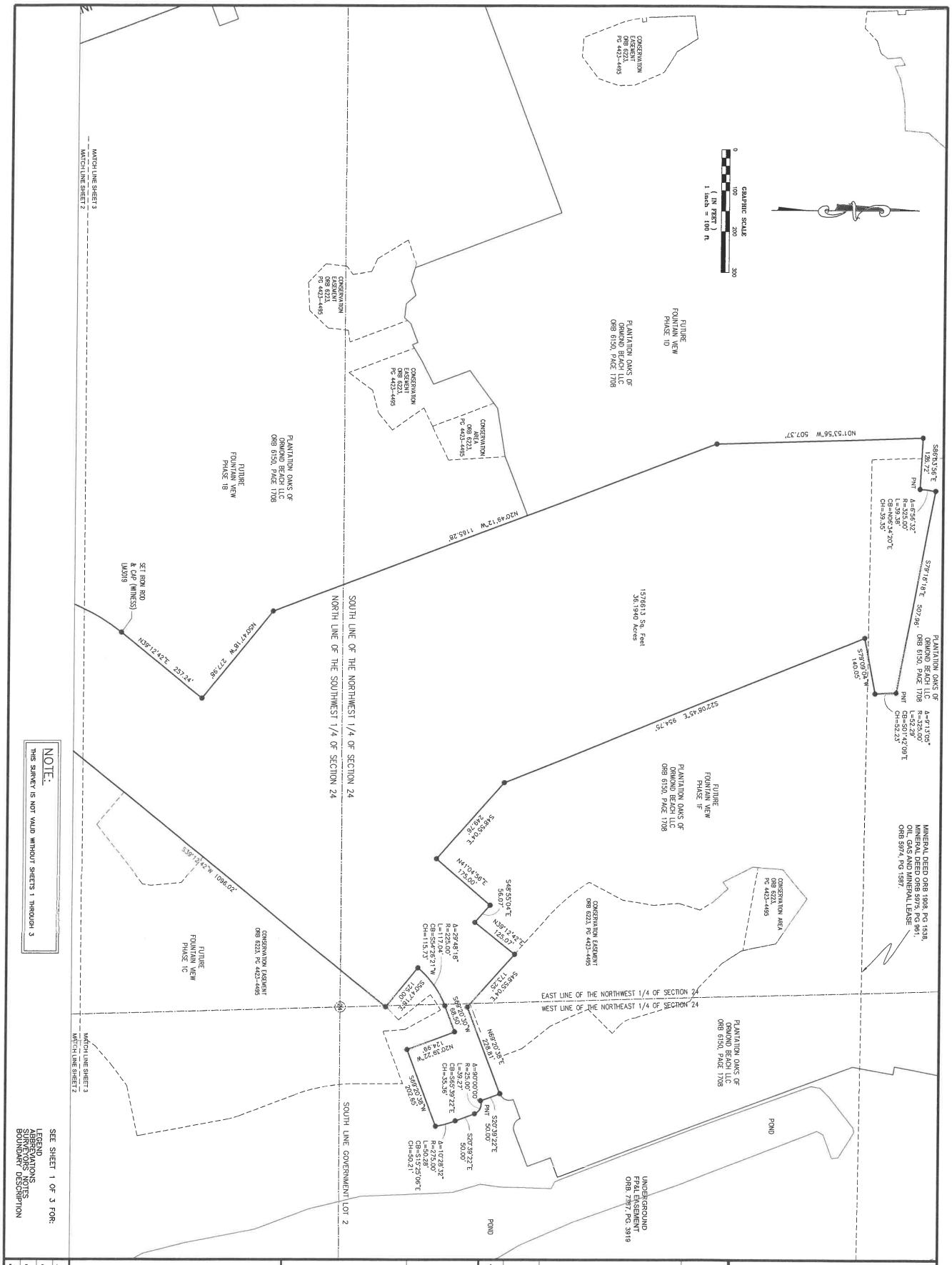


NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3

SEE SHEET 1 OF 3 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

BOUNDARY SURVEY	FIELD DATE: 11-1-2023	FIELD BOOK:	4				SLIGER & ASSOCIATES, INC.
FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):	3				PROFESSIONAL LAND SURVEYORS
	DRAWN BY: TONY JEFFREY		2				2931 NOVA ROAD PORT ORANGE, FL. 32127 (386) 761-5385
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	CHECKED BY: JEFF BARNES		1				LICENSED BUSINESS CERTIFICATION NUMBER 3019
PROJ.: 08-680	JOB: 23-0619	SCALE: 1"=100'	SHEET: 2 of 3	No.	Date	Revision	Approved

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23-1004 FOUNTAIN VIEW PH 1E BOUNDARY.DWG

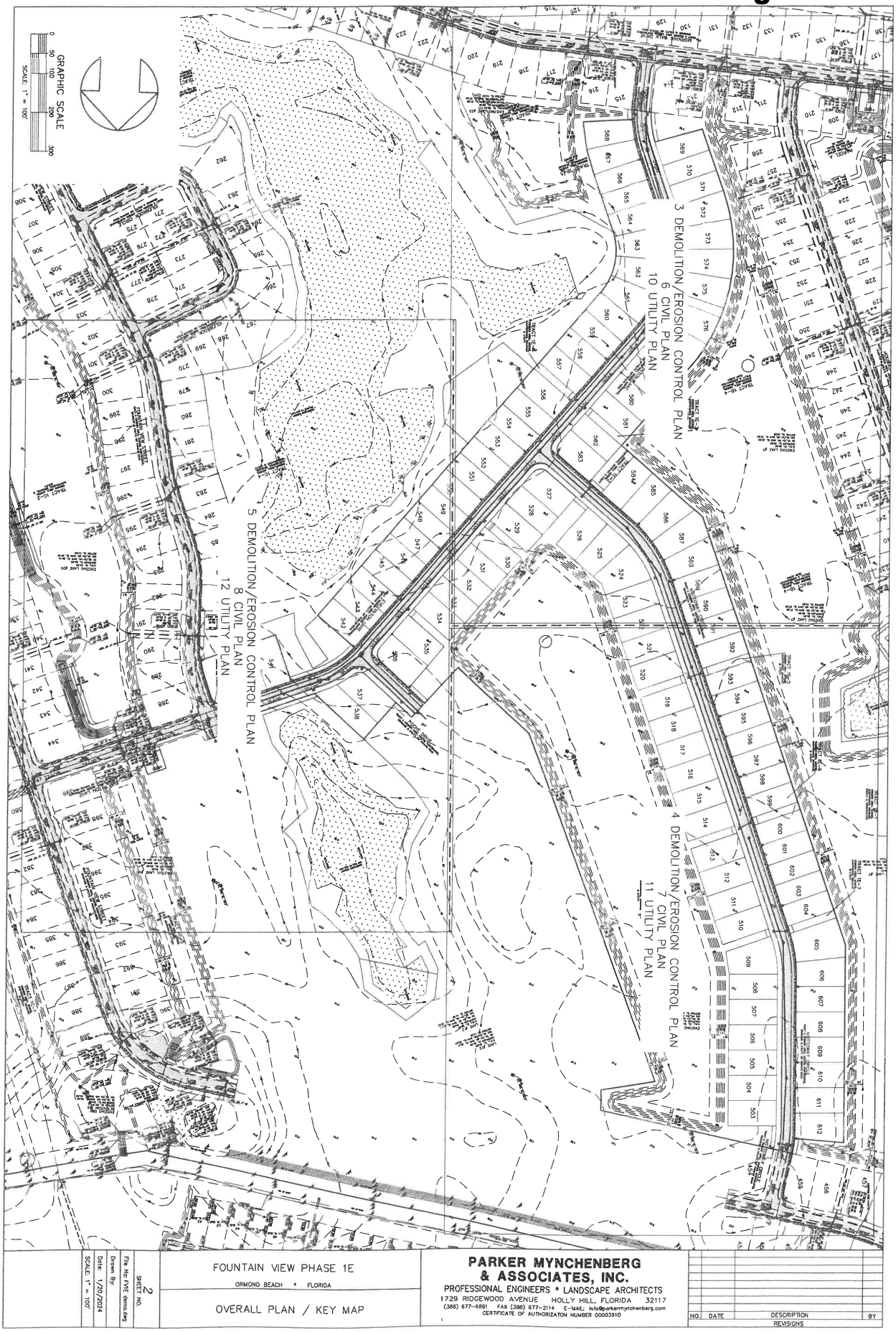


NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3

SEE SHEET 1 OF 3 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

PROJ.: 08-680	BOUNDARY SURVEY	FIELD DATE: 11-1-2023	FIELD BOOK:				
JOB: 23-0619	FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA	PARTY CHIEF: JASON PENFIELD	PAGE (S):				
SCALE: 1"=100'		DRAWN BY: TONY JEFFREY					
SHEET: 3 of 3	CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC	CHECKED BY: JEFF BARNES		No.	Date	Revision	Approved

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3101 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5360
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com



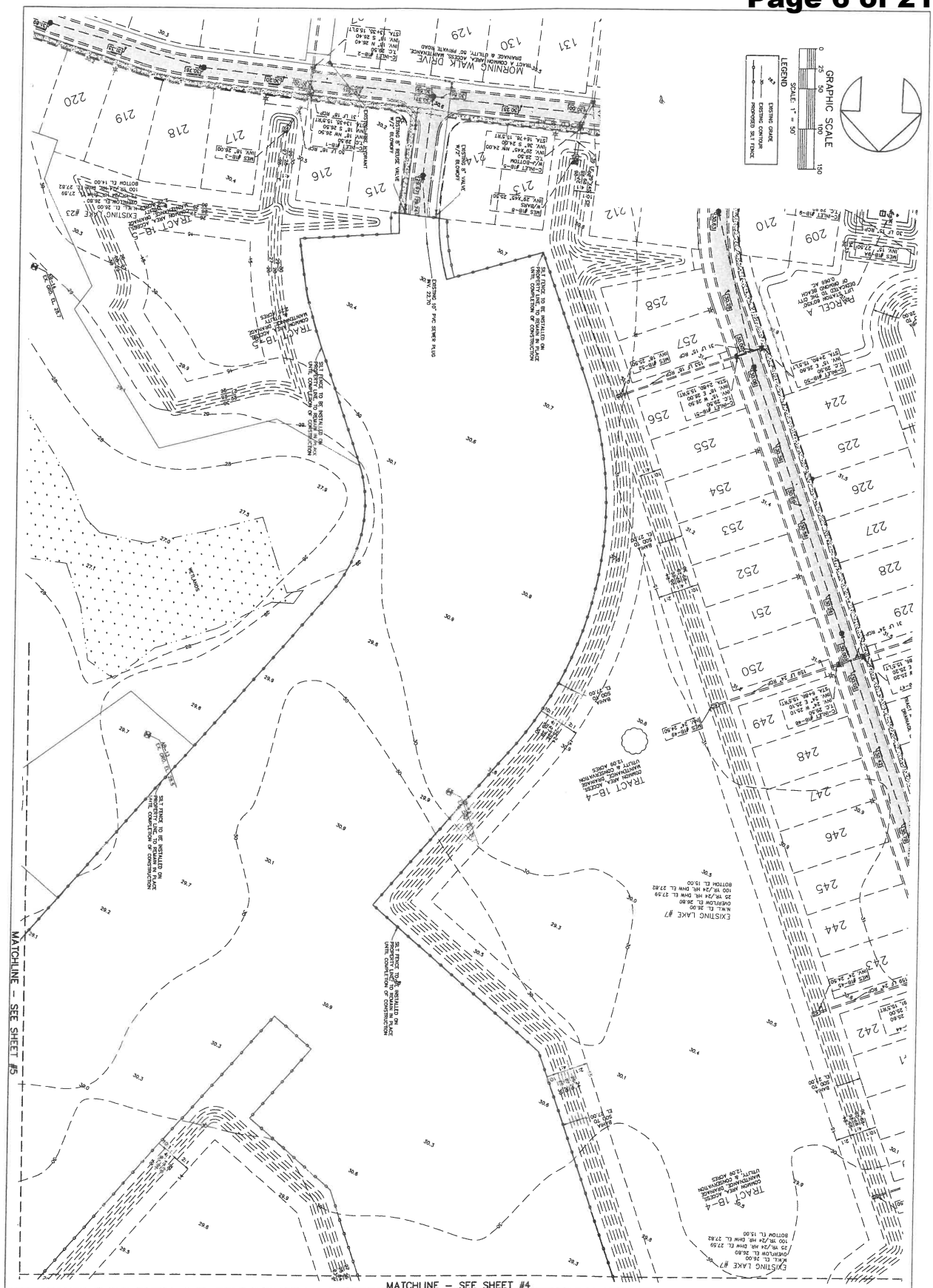
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH • FLORIDA

OVERALL PLAN / KEY MAP

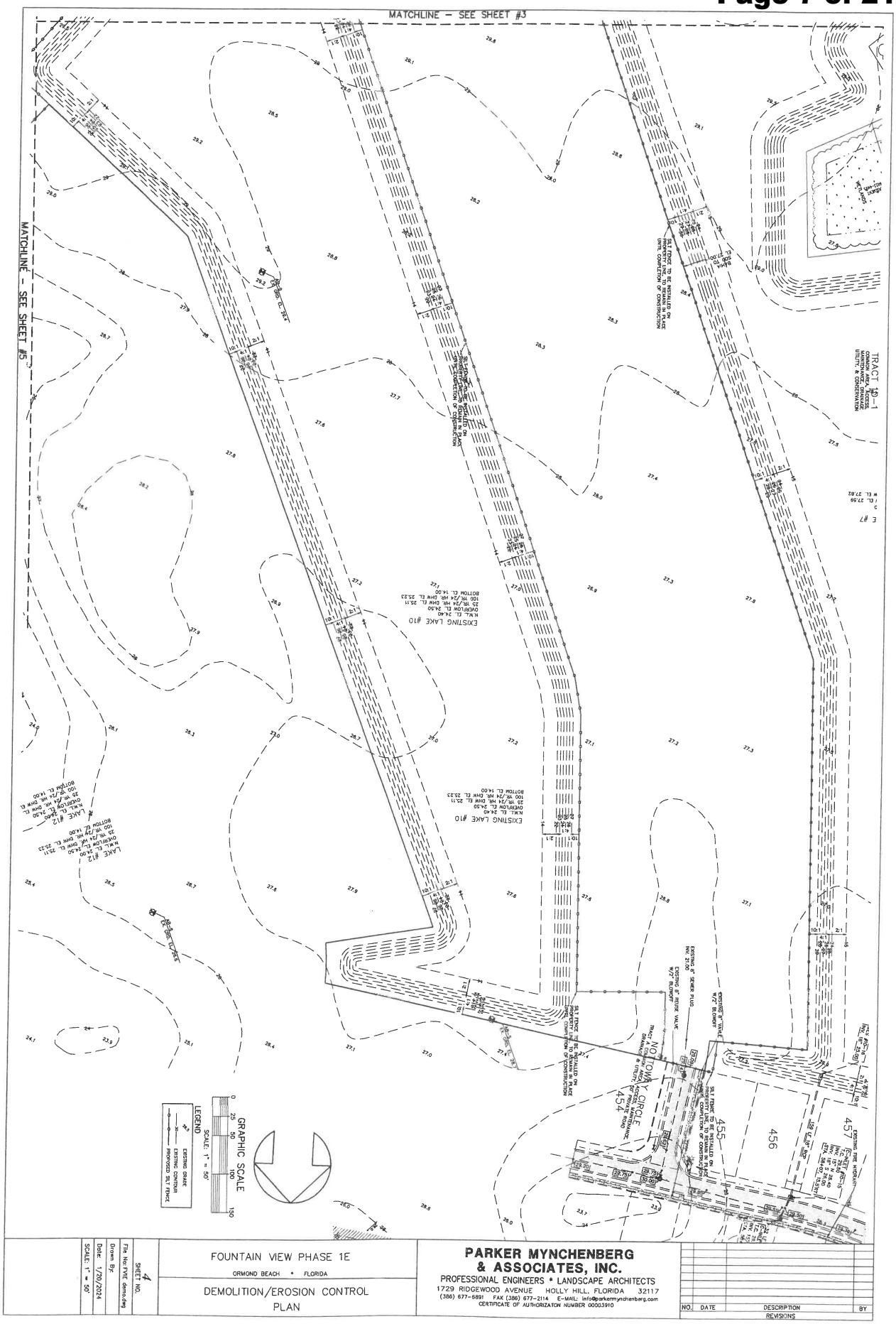
SHEET NO. 2
File No: FVPE demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 100'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6801 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

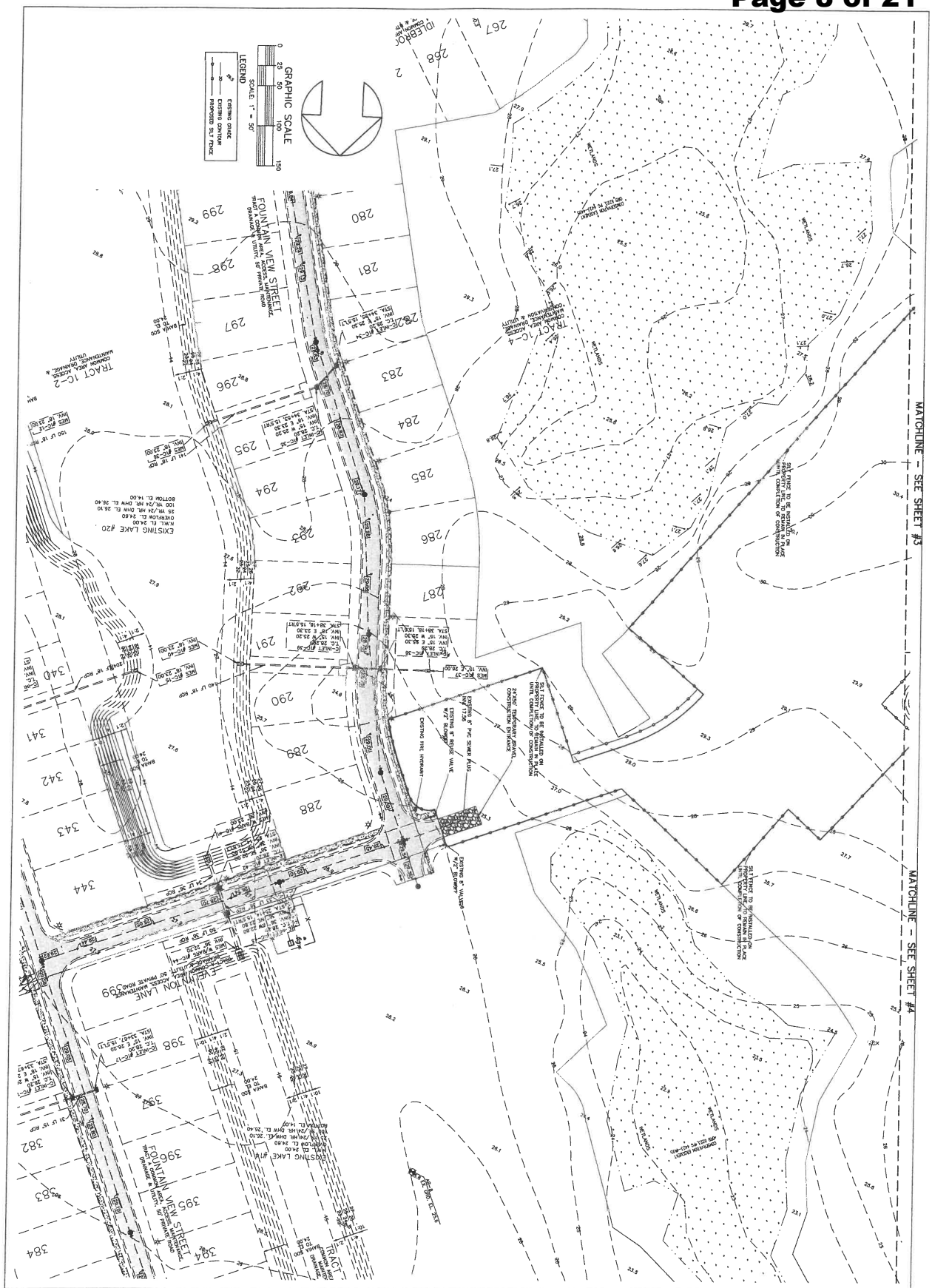
NO.	DATE	DESCRIPTION	BY
		REVISIONS	



SCALE: 1" = 50'	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
Date: 1/20/2024			
Drawn By:			
File No: FVE demo.dwg	DEMOLITION/EROSION CONTROL PLAN		
SHEET NO. 3			



SHEET NO. 4	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: FVIE demo.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'	DEMOLITION/EROSION CONTROL PLAN		



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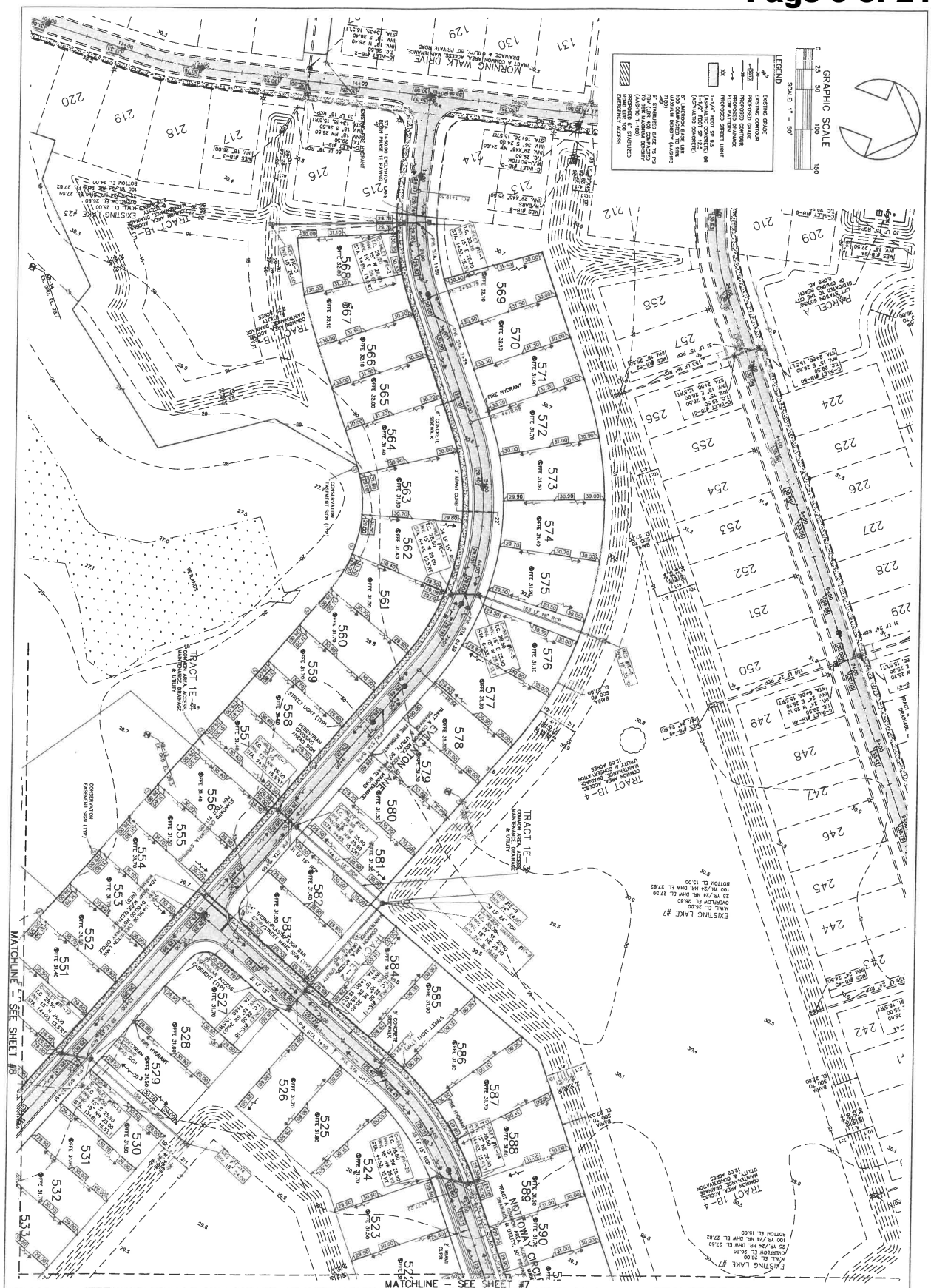
	Drawn By:	SHEET NO. 5

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH • FLORIDA

DEMOLITION/EROSION CONTROL 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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	



SHEET NO. 6	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA CIVIL 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 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
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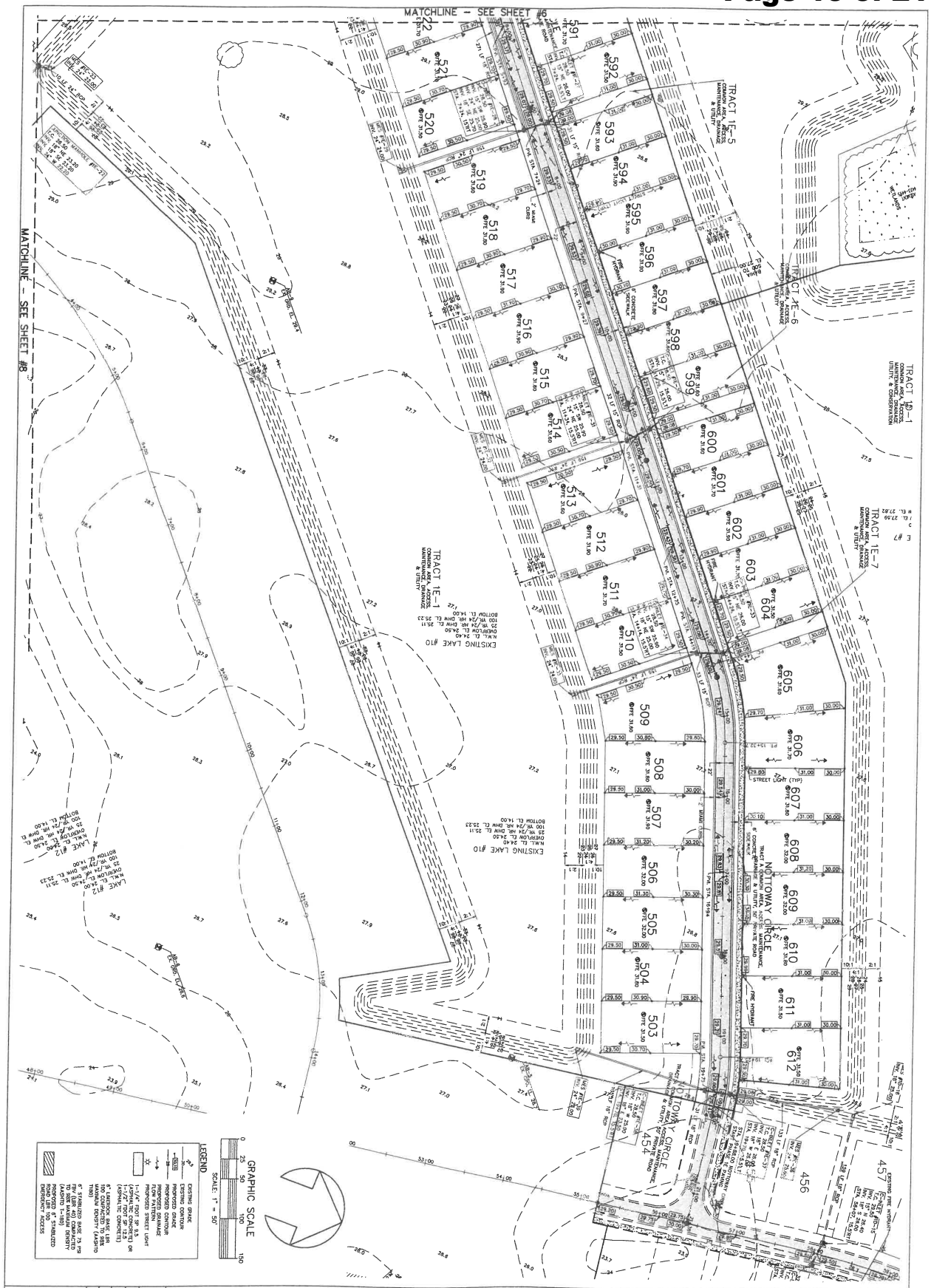
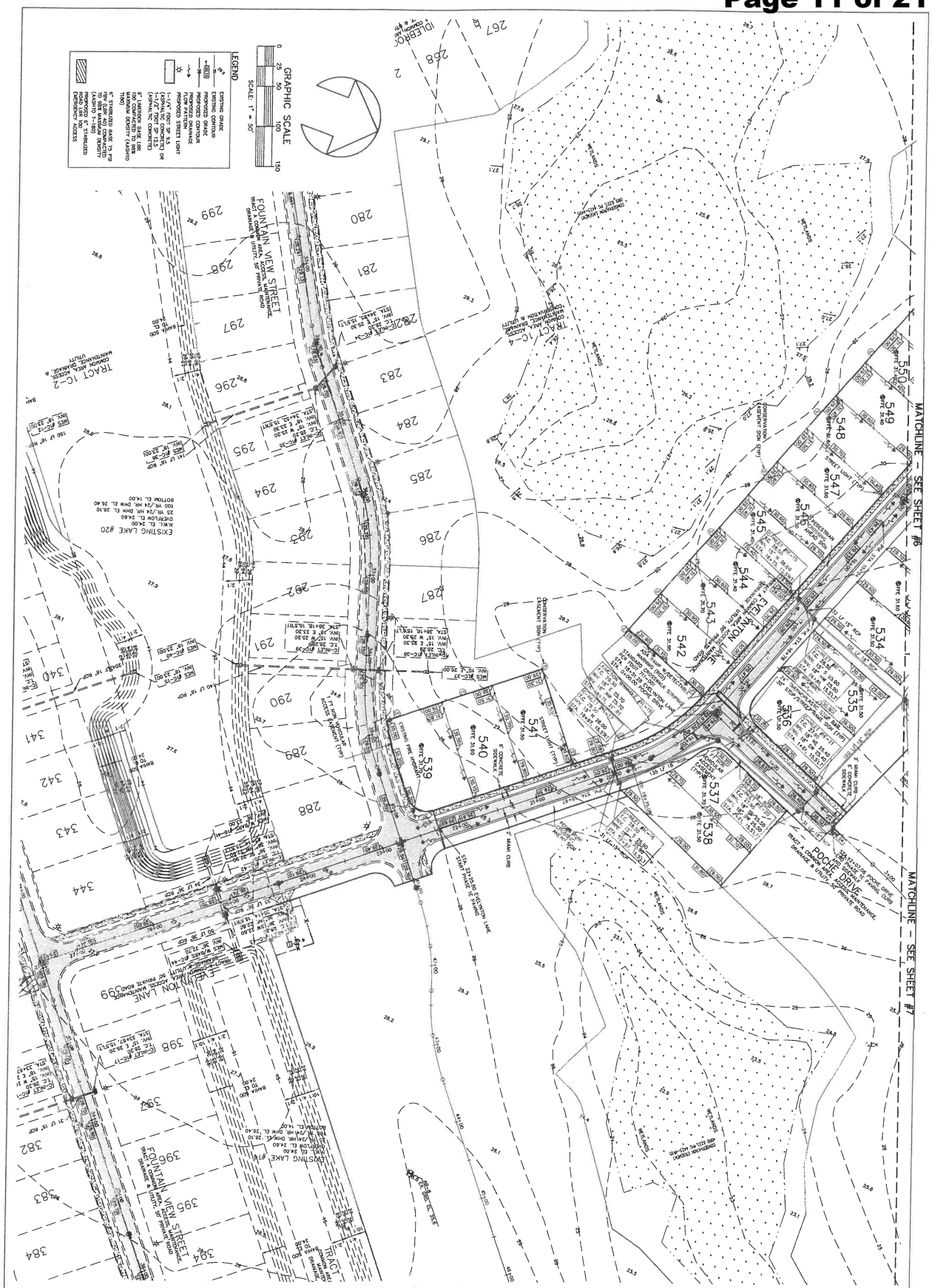
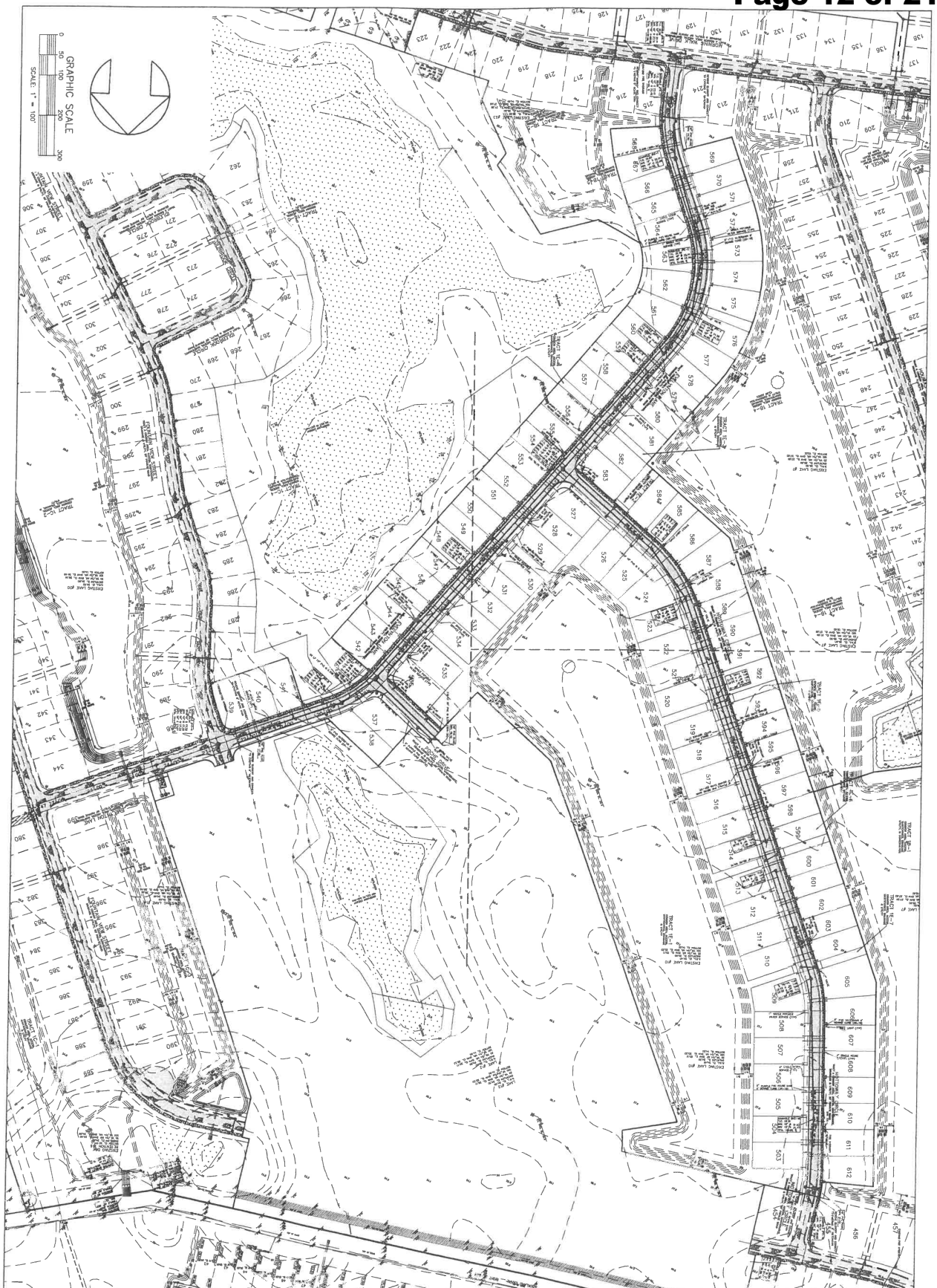


FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910
CIVIL PLAN	NO. DATE DESCRIPTION BY REVISIONS
SHEET NO. 7 File No: FVE civil.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'	



SHEET NO. 8	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: FVIE civil.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'	CIVIL PLAN		



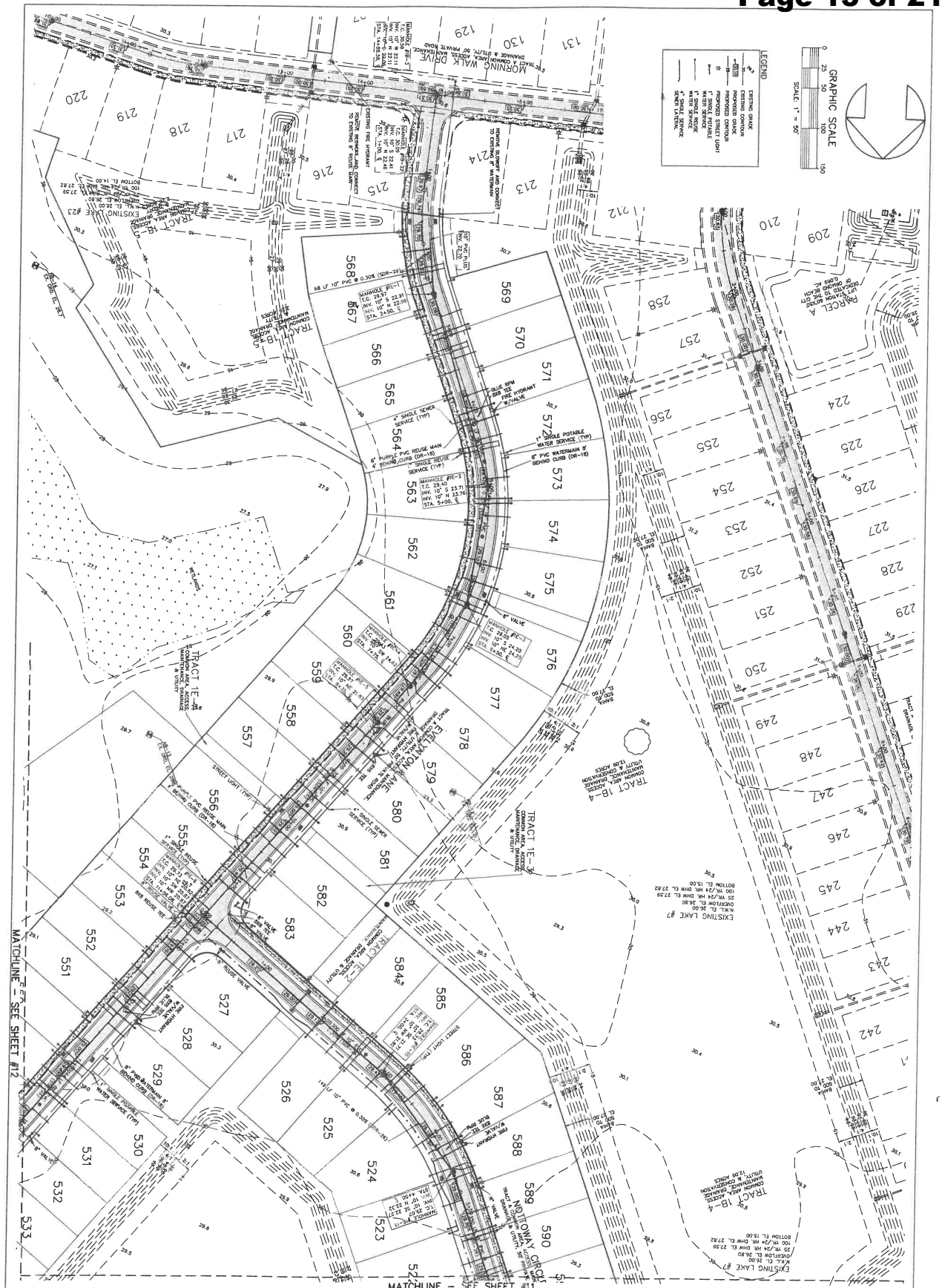
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH • FLORIDA

OVERALL UTILITY PLAN

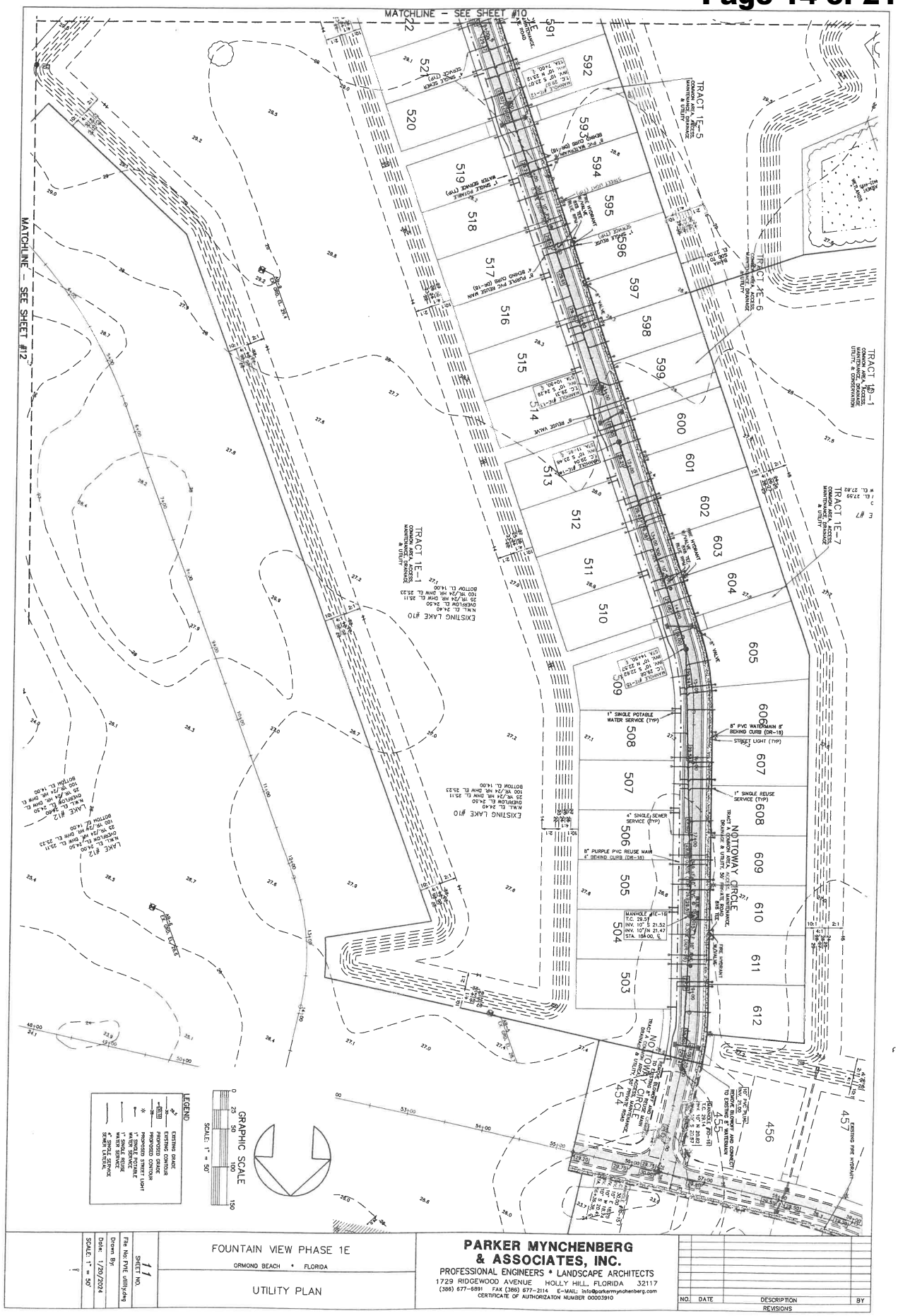
SHEET NO. 9
File No: FVE utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'

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	



10 SHEET NO.	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: FVIE utility.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'	UTILITY PLAN		


MATCHLINE – SEE SHEET #10
MATCHLINE – SEE SHEET #12
TRACT 1E-5
TRACT 1E-6
TRACT 1D-1
TRACT 1E-7
TRACT 1E-1
EXISTING LAKE #10
EXISTING LAKE #12
NOTTOWAY CIRCLE
NOTTOWAY CIRCLE
LEGEND
GRAPHIC SCALE
SCALE: 1" = 50'
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH • FLORIDA
UTILITY 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
CERTIFICATE OF AUTHORIZATON NUMBER 00003910
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Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'
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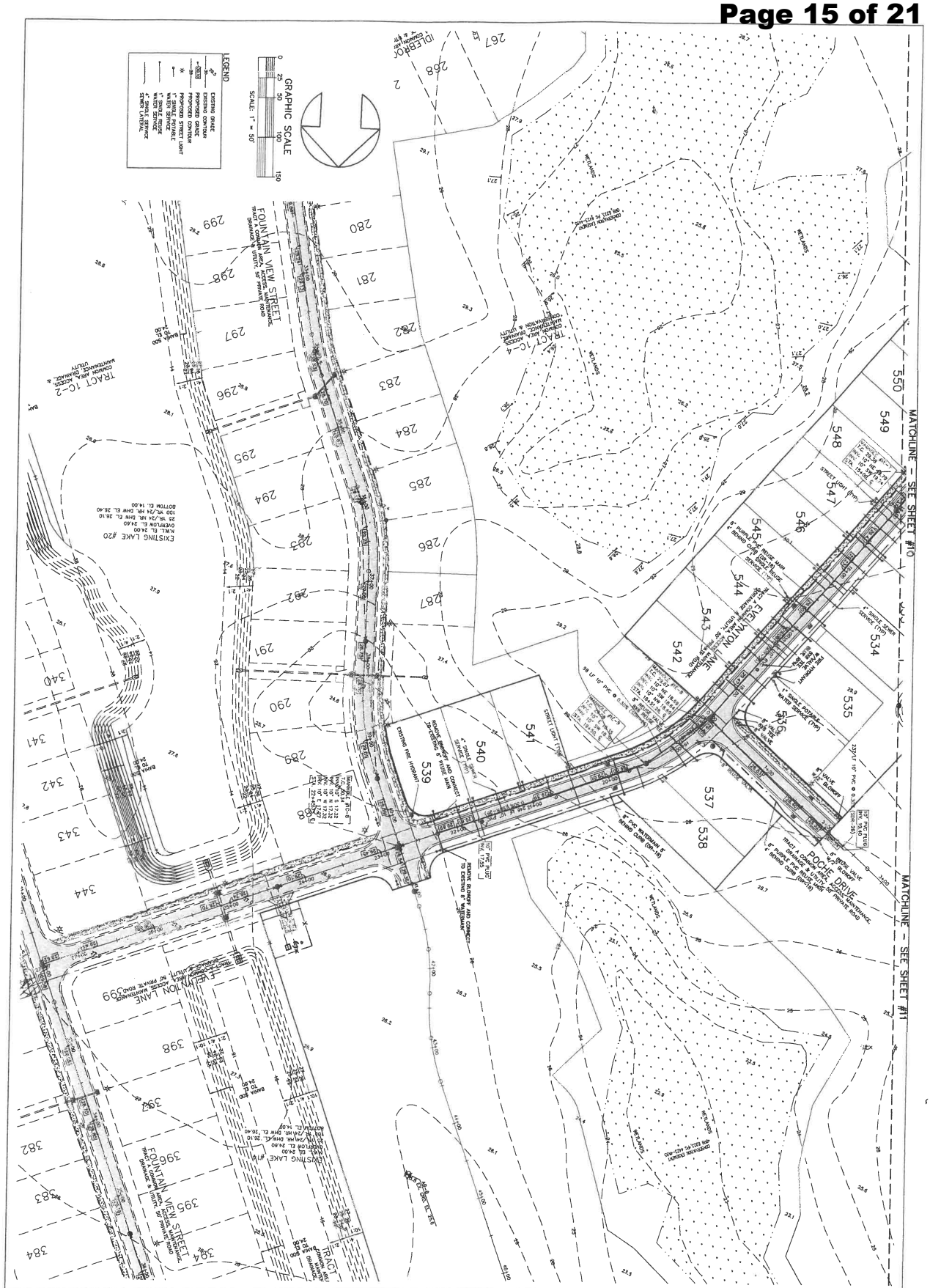
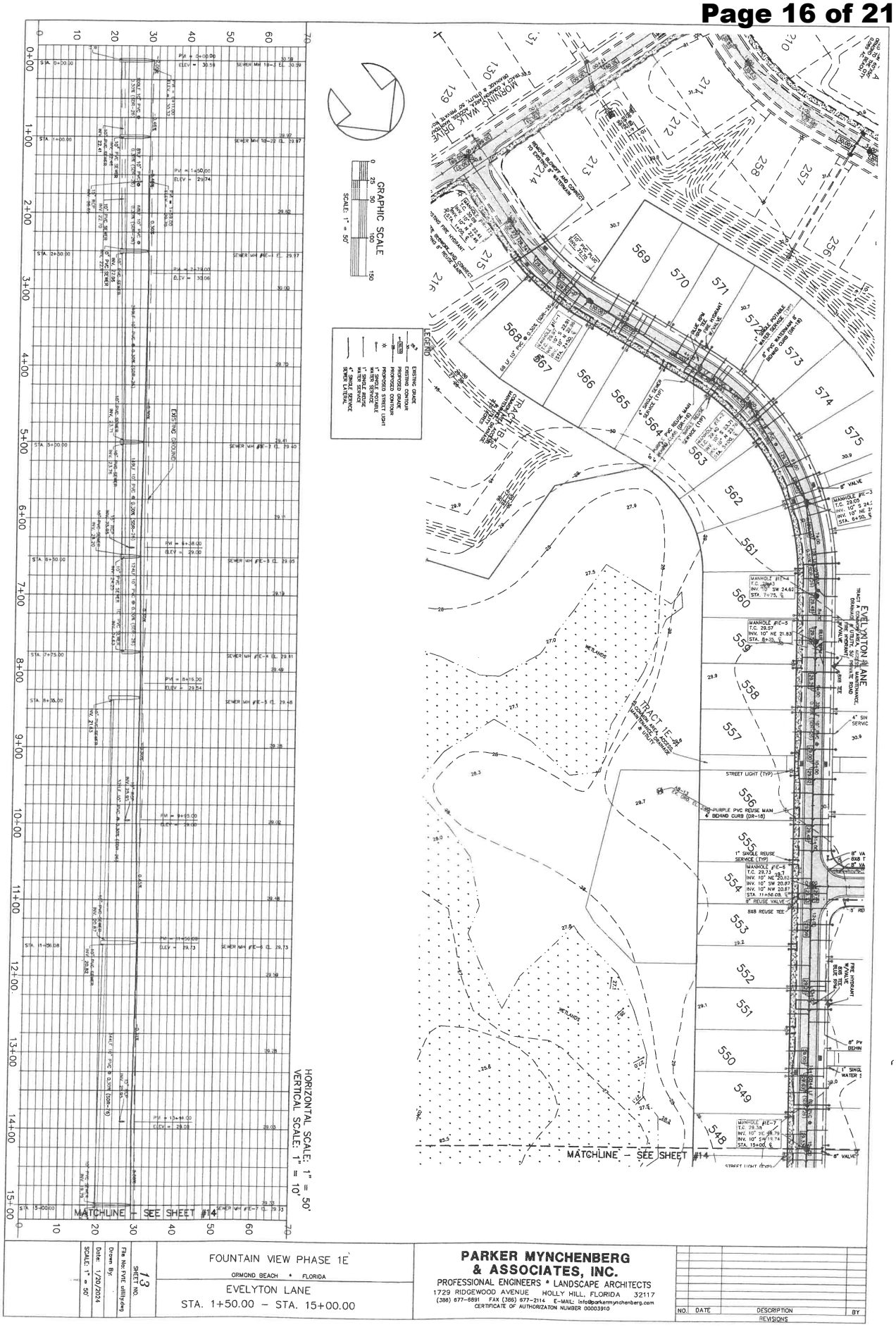
NO. DATE DESCRIPTION BY
REVISIONS



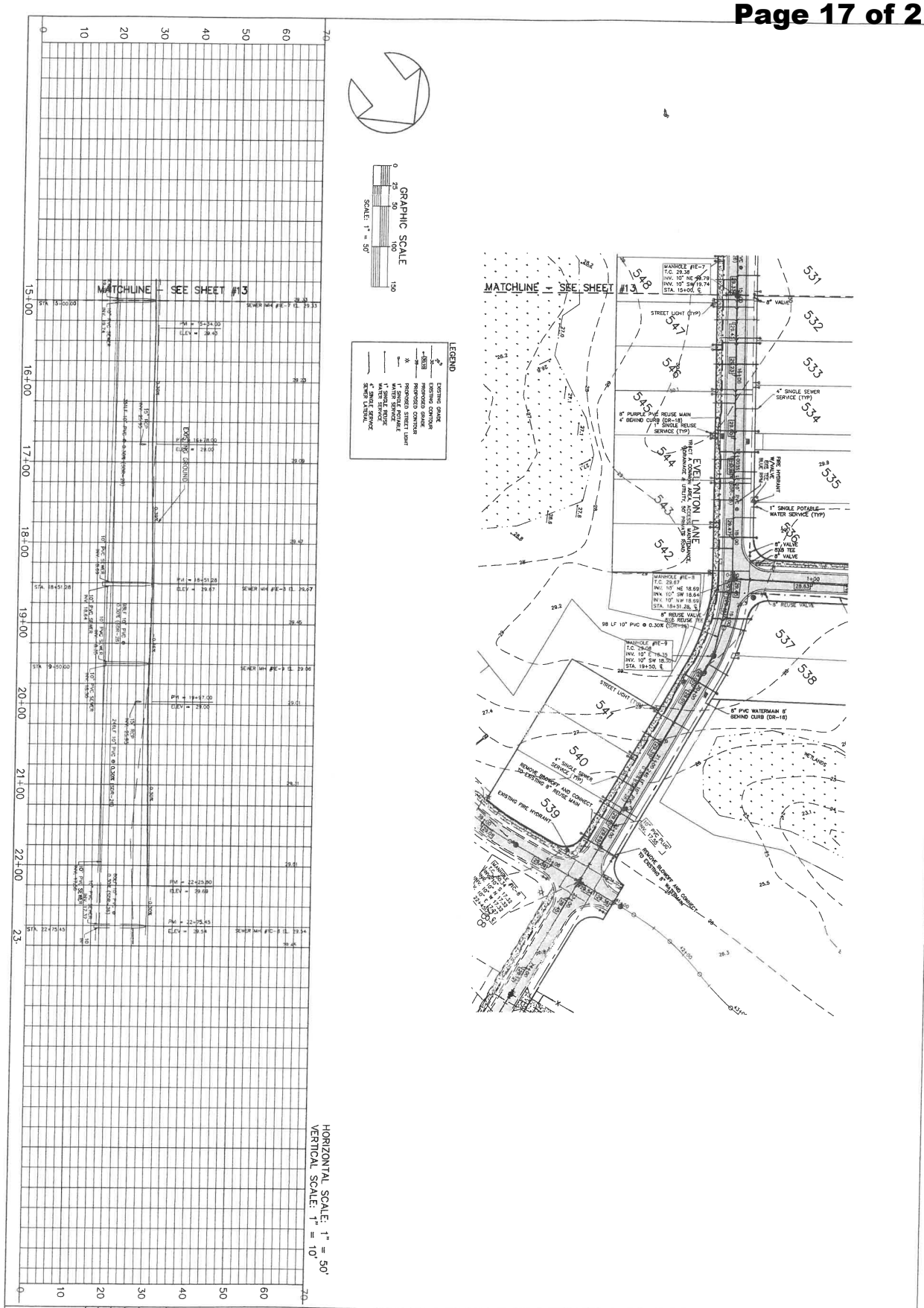
SCALE: 1" = 50'	Date: 1/20/2024	Drawn By:	File No: FVE utility.dwg
12 SHEET NO.	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA UTILITY PLAN		

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
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

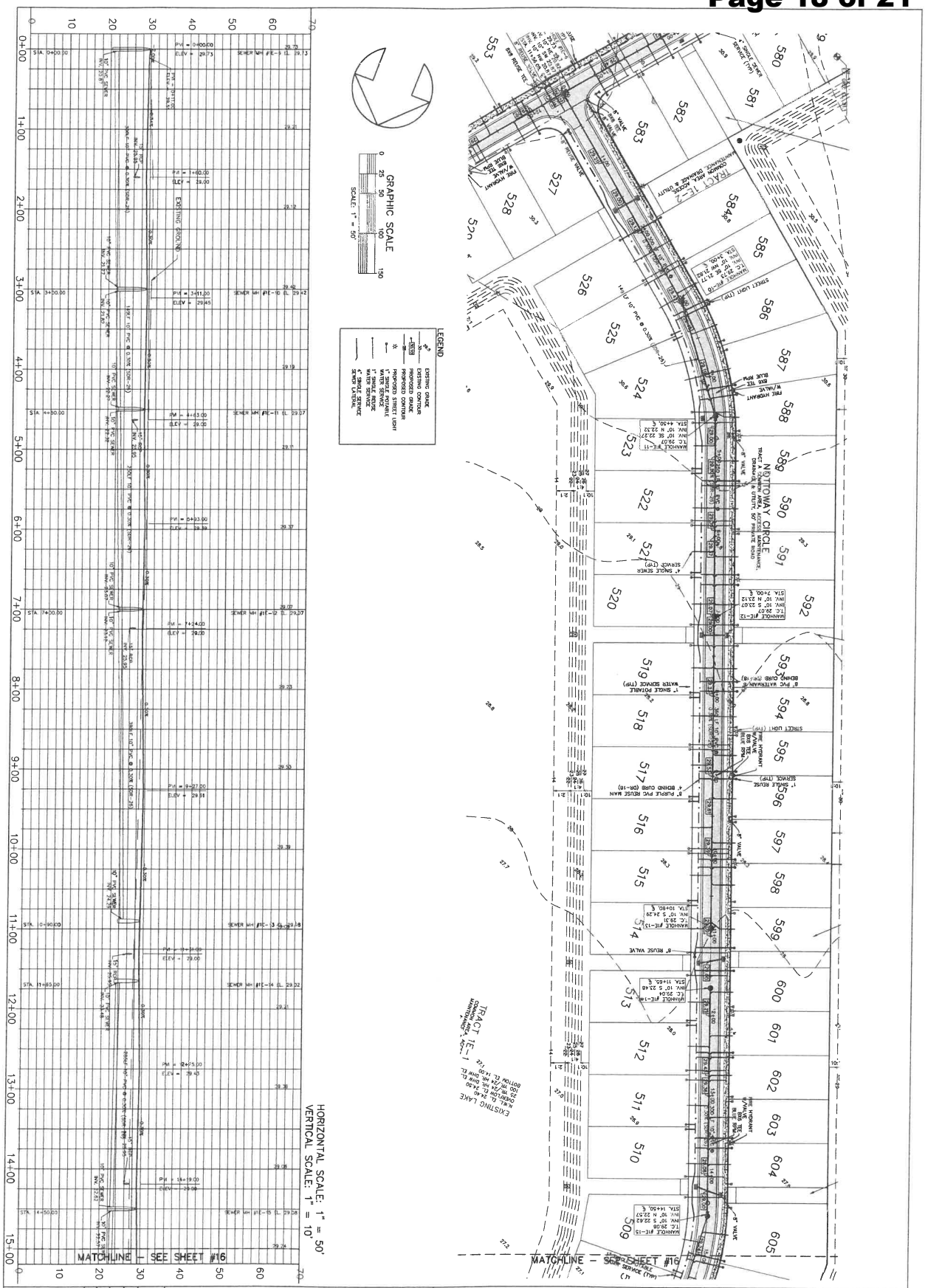
NO.	DATE	DESCRIPTION	BY
		REVISIONS	



SHEET NO. 13	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA EVELYTON LANE STA. 1+50.00 – STA. 15+00.00	**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 CERTIFICATE OF AUTHORIZATON NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS
File No: FVPE Utility.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'			



SHEET NO. 14	FOUNTAIN VIEW PHASE 1E ORMOND BEACH • FLORIDA EVELYNTON LANE STA. 15+00.00 – STA. 22+25.80	**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
File No: PVE utility.dwg Drawn By: Date: 1/20/2024 SCALE: 1" = 50'			

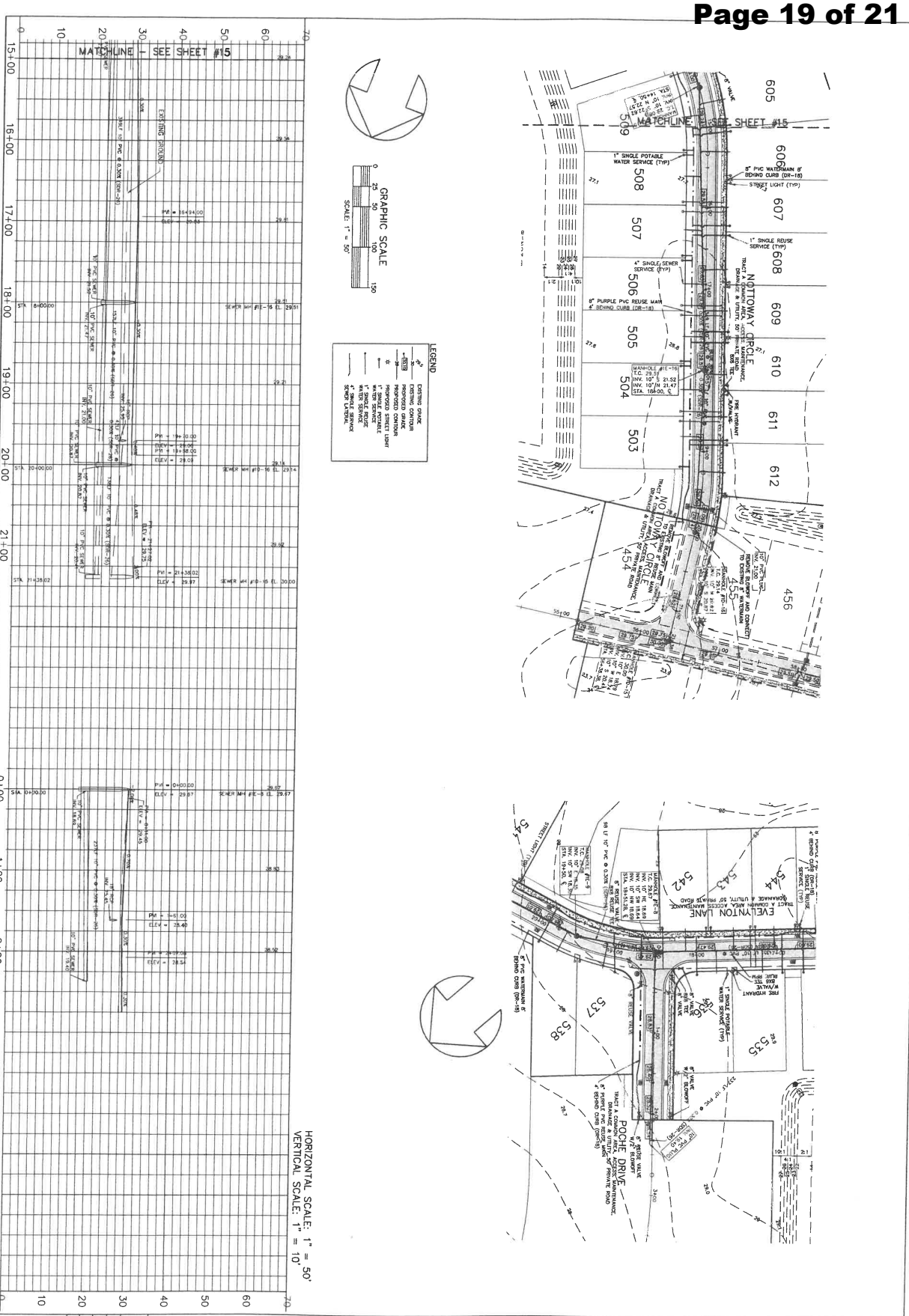


FOUNTAIN VIEW PHASE 1E
ORMOND BEACH • FLORIDA
NOTTOWAY CIRCLE
STA. 0+00.00 – STA. 15+00.00

SHEET NO. 15
File No: FVE utility.dwg
Drawn By:
Date: 1/30/2024
SCALE: 1" = 50'

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	

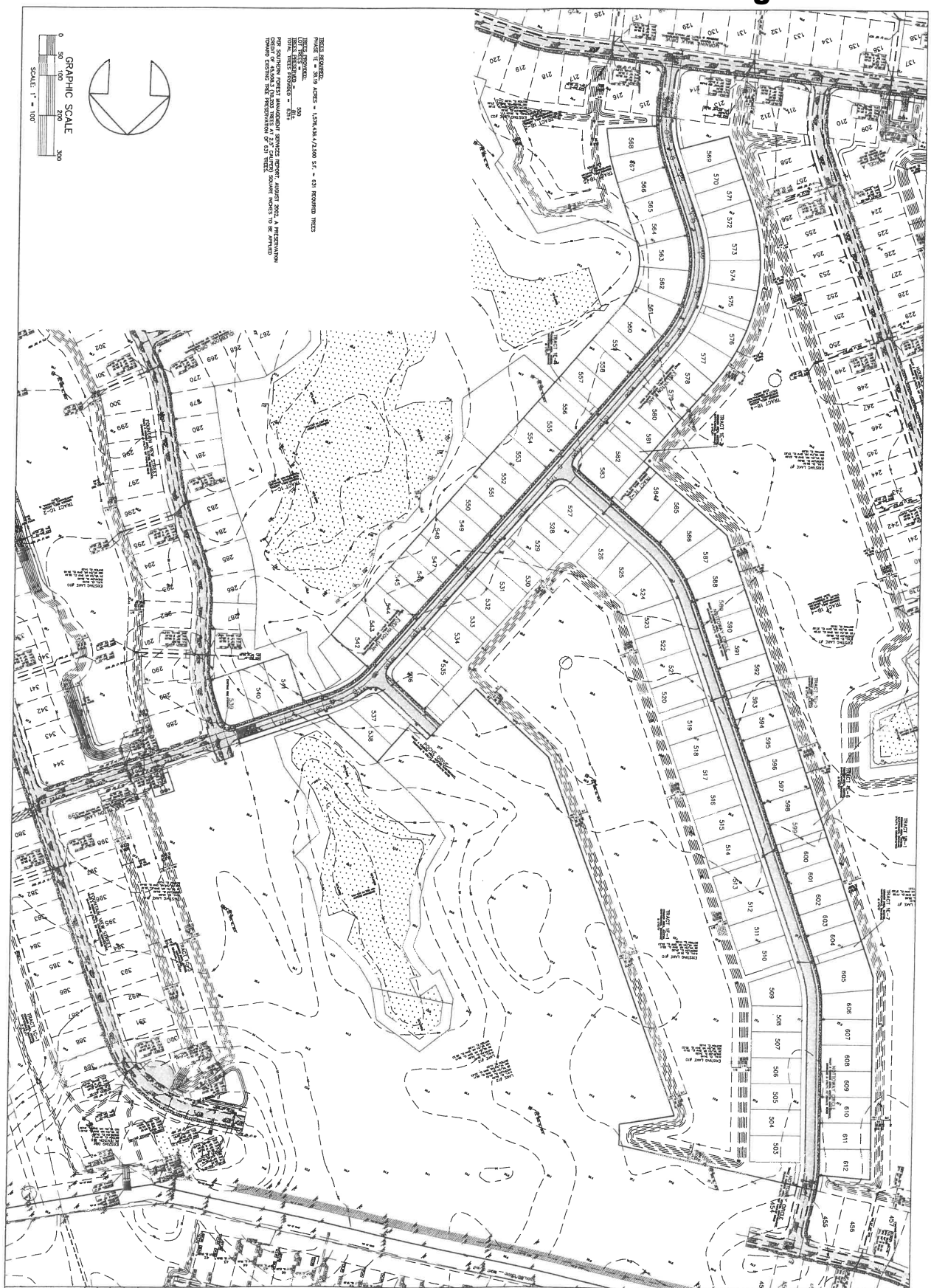


FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
NOTTOWAY CIRCLE
STA. 15+00.00 – STA. 19+88.00
POCHE DRIVE
STA. 0+00.00 – STA. 2+07.00

SHEET NO. 16
File No: FVE utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	



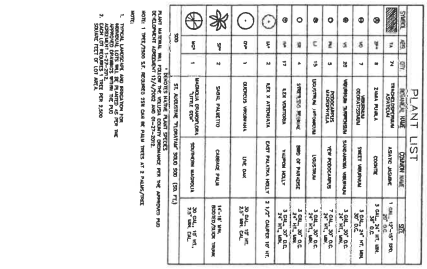
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

LANDSCAPE INFORMATION SHEET

SCALE: 1" = 100'
Date: 1/29/2024
Drawn By:
File No: FVE demo.dwg
SHEET NO. 29

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
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

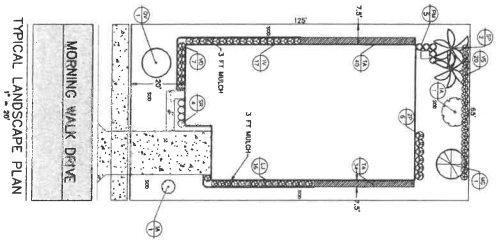
NO.	DATE	DESCRIPTION	BY
		REVISIONS	



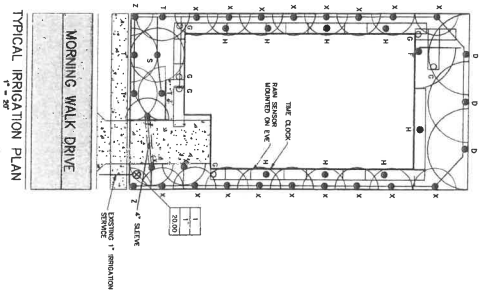
PLANT LIST

SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
⊕	TH	4	TABEBUIA HETEROPHYLLA	PINK TRUMPET TREE	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	MM	2	MAGNOLIA GRANDIFLORA 'MAJESTIC BEAUTY'	MAJESTIC BEAUTY MAGNOLIA	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	LI	13	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	QV	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	VS	7	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	PM	22	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI PODOCARPUS	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	VO	3	VIBURNUM OBOVATUM 'DENSIFLORUM'	DENSE VIBURNUM	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	IC	3	ILEX CRENATA 'SOFT TOUCH'	SOFT TOUCH HOLLY	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	IV	11	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	LJ	4	LONICERA JAPONICA 'HALLIANA'	HALLIANA HONEYSUCKLE	1 GAL	12" HT. MIN. 12" SPR. MIN.	
⊕	MP	1	MYRICA PUSILLA	DWARF WAX MYRTLE	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	SP	2	SERENOA REPENS 'CINERASCENS'	SILVER SAW PALMETTO	3 GAL	24" HT. MIN. 24" SPR. MIN.	
⊕	DM	1	DIOSPYROS VIRGINIANA	COMMON PERSIMMON	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	QH	1	QUERCUS HEMISPHAERICA	LAUREL OAK	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	QP	1	QUERCUS PHELLOS	WILLOW OAK	15 GAL	12' HT. MIN. 4' SPR. MIN.	
⊕	UP	2	ULMUS PARVIFOLIA 'DRAKE'	DRAKE ELM	15 GAL	12' HT. MIN. 4' SPR. MIN.	

TYPICAL LANDSCAPE PLAN
1" = 20'
TREES PROVIDED PER LOT = 5



TYPICAL IRRIGATION PLAN
1" = 20'
NOTE: LOT TO USE MULTIPLE ZONES



LOT TREES REQUIRED



FOUNTAIN VIEW PHASE 1E	PARKER MYNCHENBERG & ASSOCIATES, INC.
ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
OVERALL LOT LANDSCAPE PLAN	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
	(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
	CERTIFICATE OF AUTHORIZATON NUMBER 00003910

SHEET NO. 30
File No: FVE demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: AS SHOWN

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PLANNING BOARD
STAFF REPORT
Fountain View, Phase 1E, Preliminary Plat
Project Number: SPRC-2024-000017

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATE:	May 21, 2024 (one hearing only)
APPLICANT:	Plantation Oaks of Ormond Beach, LLC
LOCATION:	1700 Plantation Oaks Boulevard, Plantation Oaks Planned Residential Development, phase 1
REQUEST:	Preliminary plat approval for 110 single-family lots on 36.19 acres within the Plantation Oaks Planned Residential Development.
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 from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, is part of Phase 1 of the Plantation Oaks Planned Residential Development, located on the west side of Plantation Oaks Boulevard. The subdivision land area is part of an overall parcel at 1700 Plantation Oaks Boulevard. 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 Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Hardened central clubhouse is required for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 **August 17, 2018** Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A “Legal Description”. • Amend Exhibit B “typical 65x110 lot irrigation plan” Resolution #2012-24 Amendment. • Exhibit C “Signage” adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot-tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or a 9-foot column, with a maximum copy area of 12 square feet.

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	Amendments to Resolution #2002-199 and Resolution #2012-24
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

Action/Approval date	Description
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services, but the property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. It contains a condition that 427 units may be constructed until additional utility improvements are made.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	This action amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original legal description of the annexation owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.

June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course in Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert the former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS:

The site is designated "Low Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
South	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
East	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
West	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.

Phase	Unit/Phase	Type	Lots	Status
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: (Resolution 2021-100). 2. Final plat: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses permitted.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: (Resolution 2024-29). 2. Final plat: Current application, April 11, 2024 Planning Board. 1. Infrastructure construction completed.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: April 2, 2024 City Commission meeting.
1	D (Fountain View, Phase 1D)	Single-Family	103	Under application with Planning Board review on April 11, 2024
1	E (Fountain View, Phase 1E)	Single-Family	110	Under application with Planning Board review on April 11, 2024
1	F (Fountain View, Phase 1F)	Single-Family	97	Under application with Planning Board review on April 11, 2024
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction underway.
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Infrastructure construction underway.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). 2. Infrastructure construction underway.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat: (Resolution 2023-155). 2. Infrastructure construction underway.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat: (Resolution 2023-156).

Key aspects of the Fountain View Phase 1E subdivision include:

1. The subject property is part of phase 1 of the Plantation Oaks subdivision and must be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 55' in width and 100' in depth. The plat shows typical lot dimensions of 55' and 65' by 125'.
4. Roadway connections are proposed through other Fountain View subdivisions, including Phase 1A.
5. The subdivision setbacks/standards are:
   A. Front = 20 feet
   B. Rear = 20 feet
   C. Waterfront = 20 feet
   D. Side = 7.5 feet
   E. Side corner = 15 feet
   F. Height = 35 feet
   G. Maximum building coverage = 60%
   H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered 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 to complete the required subdivision improvements before recording the final plat (Land Development

Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, 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 to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-17, Preliminary plat approval procedures of the Land Development Code establishes the preliminary plat process. Per Section 4-17 of the Land Development Code, the following should be considered in the review of the preliminary plat:

(1) All preliminary plat and plans shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats and plans.

The preliminary plat plans (ATTACHMENT 2) have been prepared by a Florida-licensed surveyor, and the subdivision construction drawings (ATTACHMENT 3) have been prepared by a Florida-licensed professional engineer.

(2) Required information, including site and development data, development plan, and master road and utility layout plan.

ATTACHMENT 3 includes the required site plan information, including utilities, stormwater, and roadway layout and construction.

(3) Consistency with the approved development order or zoning district for the property under application.

ATTACHMENT 4 includes the latest amendment for the Plantation Oaks Planned Residential Development, and the proposed preliminary plat is consistent with the zoning approval.

(4) Consistency with the provisions of the Land Development Code.

The property is designated “Low Density Residential” on the City’s Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City’s Comprehensive Plan. The subdivision is part of a master-planned subdivision and will not adversely impact environmentally sensitive lands or natural resources. There is adequate capacity in the public infrastructure to serve this project. The applicant constructed Plantation Oaks Boulevard. There are sufficient water and sewer services to the subdivision. The preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and Plantation Oaks Planned Residential Development.

SECTION 5, RECOMMENDATION:

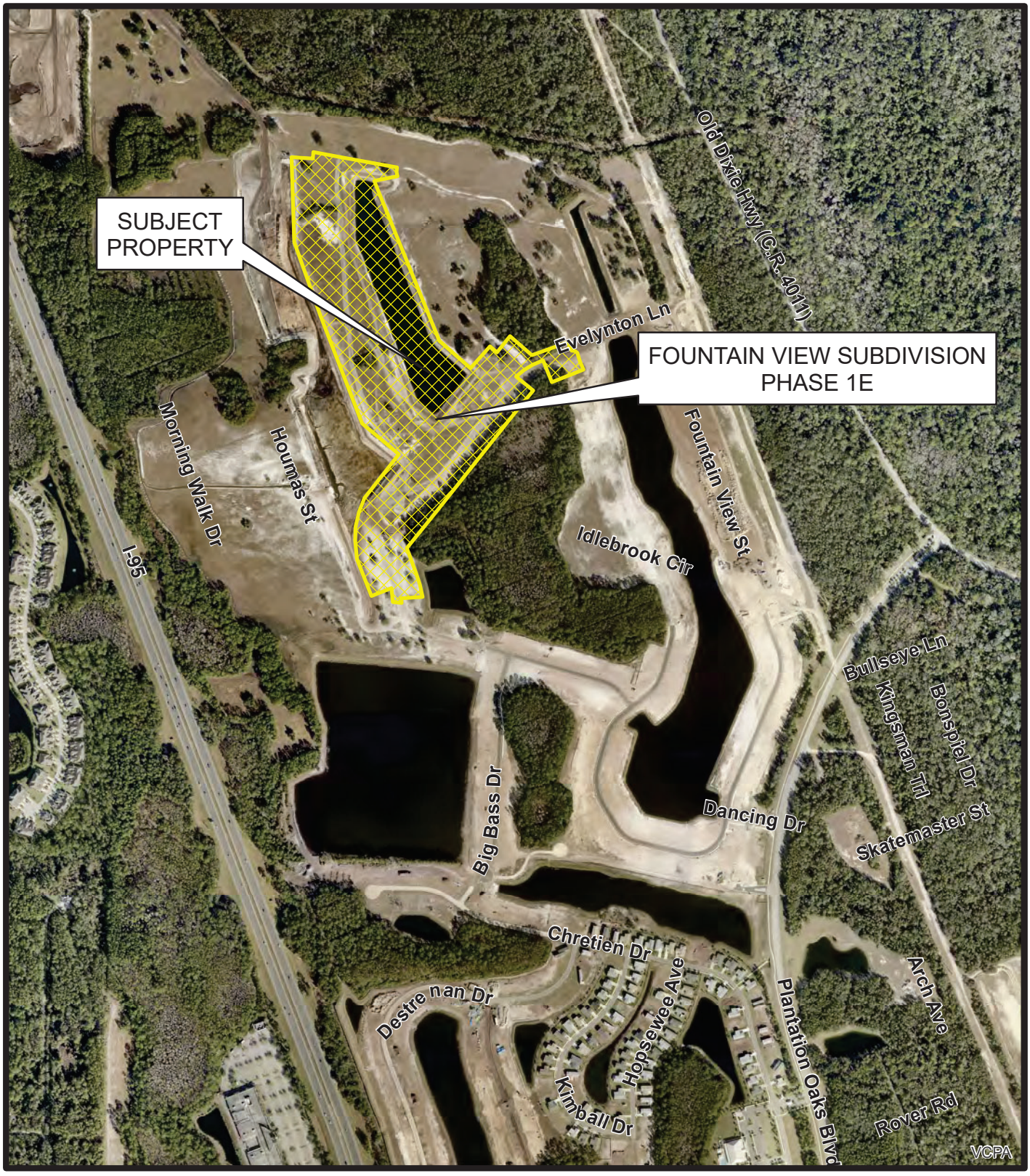
It is recommended that the Planning Board **APPROVE** the preliminary plat for Fountain View, Phase 1E, consisting of 110 lots on approximately 36.19 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

Attachment 1: Location map and overall Plantation Oaks subdivision map
Attachment 2: Preliminary plat
Attachment 3: Subdivision construction plans
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Project Maps



AERIAL MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1E

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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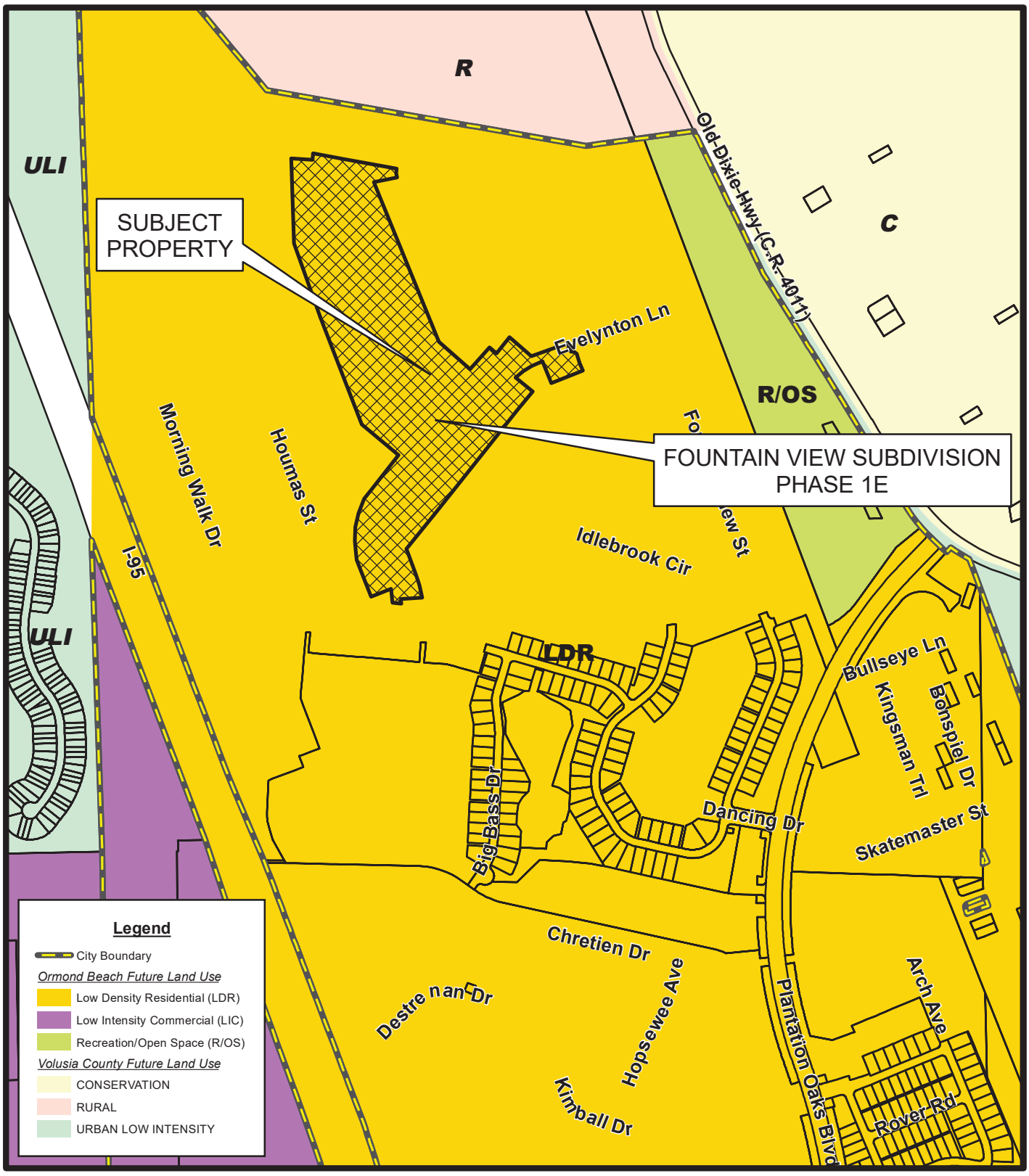

FUTURE LAND USE MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1E

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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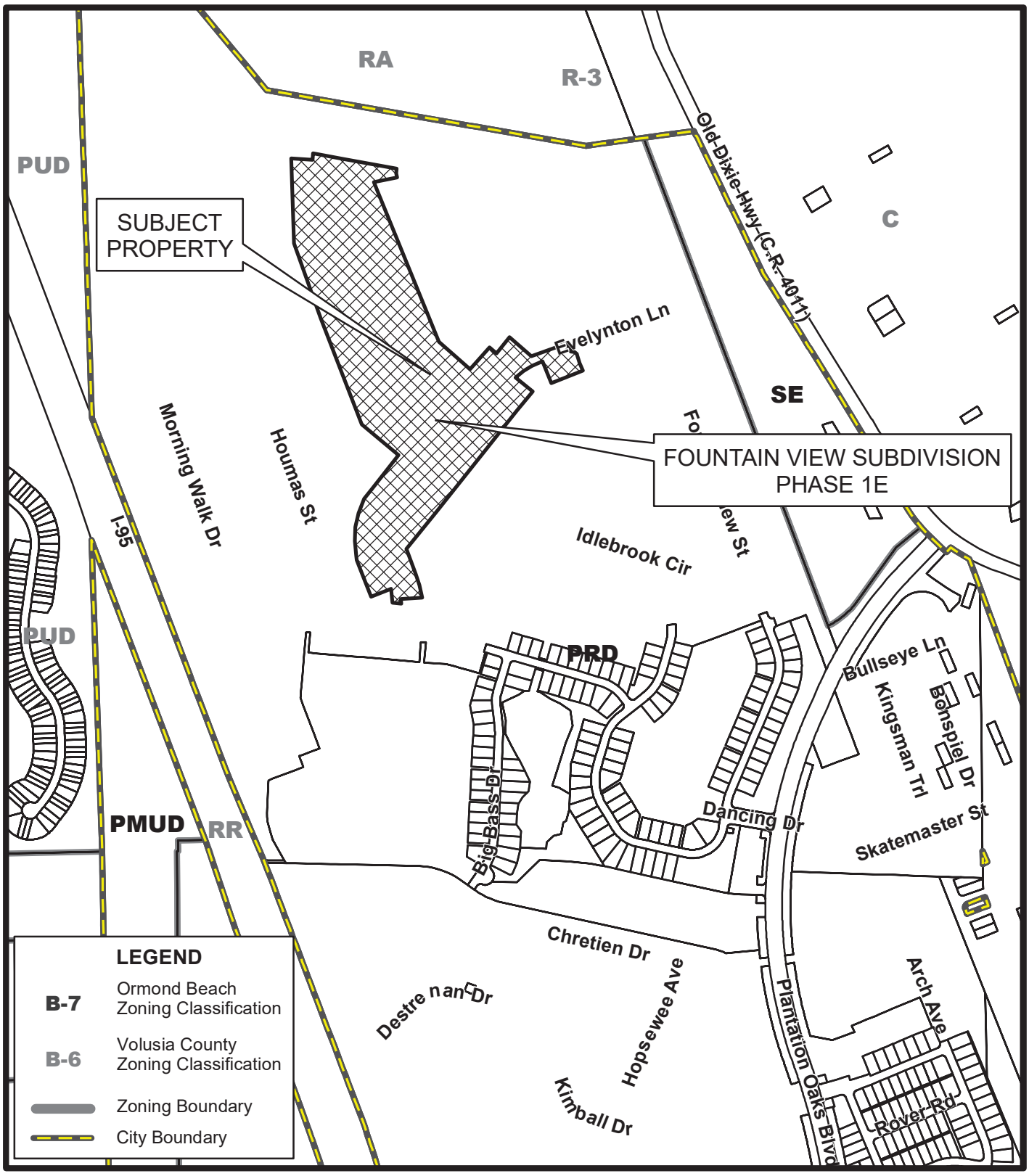

ZONING MAP
FOUNTAIN VIEW SUBDIVISION
PHASE 1E

Prepared By: The City of Ormond Beach
G.I.S. Department - March 14, 2024

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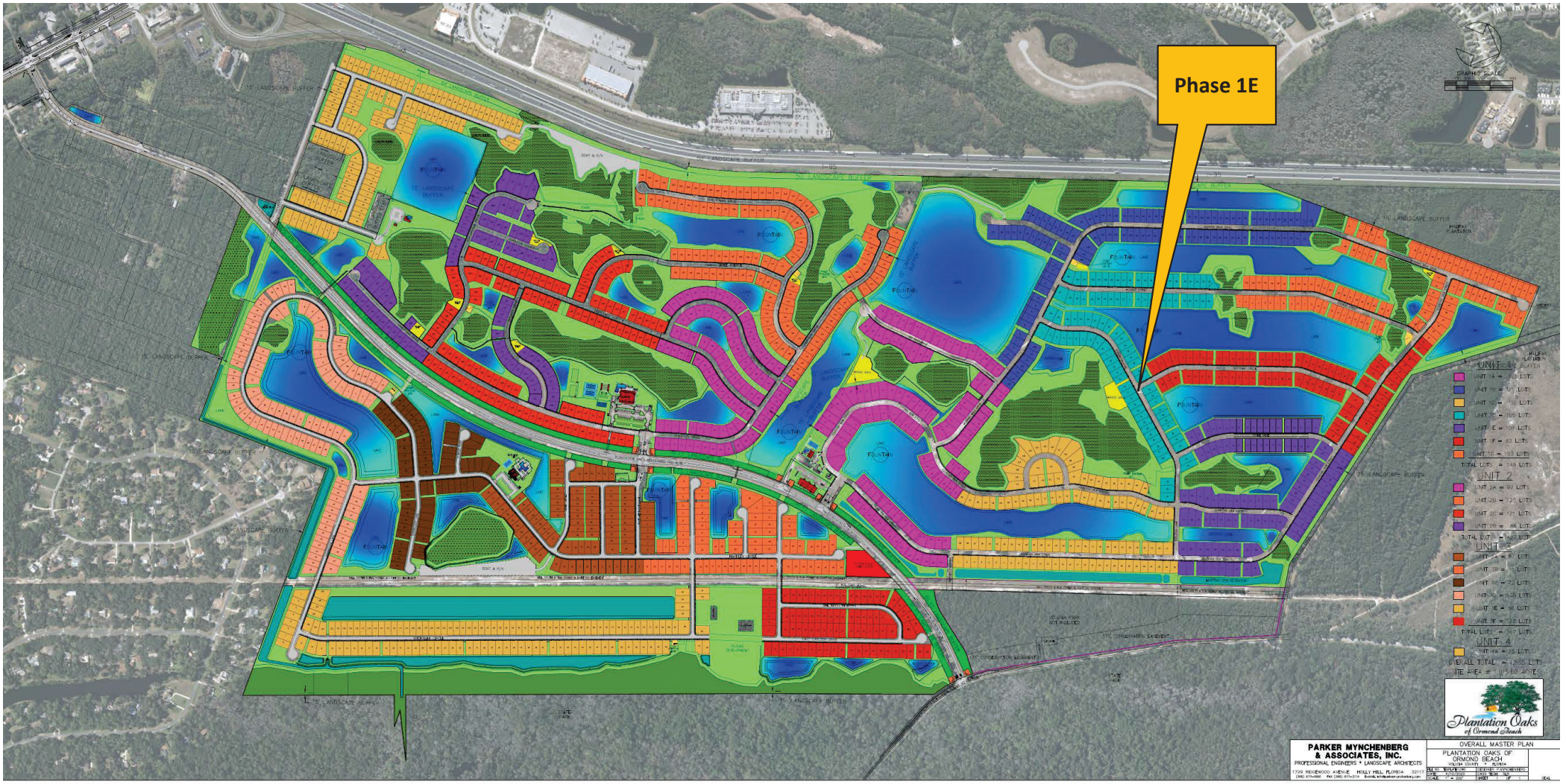
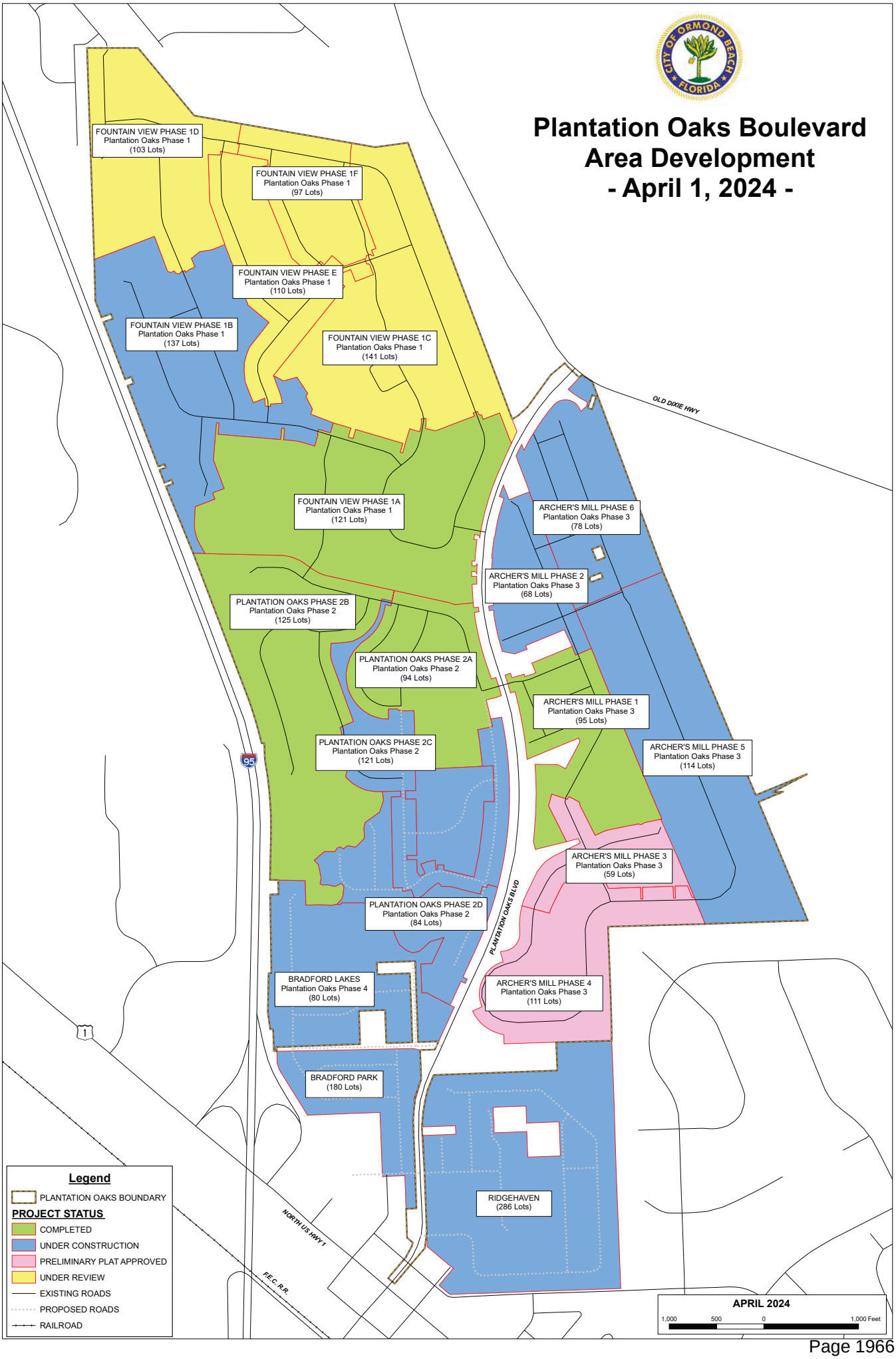
Plantation Oaks Planned Residential Development Overall Map




Plantation Oaks Boulevard
Area Development
- April 1, 2024 -
FOUNTAIN VIEW PHASE 1D
Plantation Oaks Phase 1
(103 Lots)
FOUNTAIN VIEW PHASE 1F
Plantation Oaks Phase 1
(97 Lots)
FOUNTAIN VIEW PHASE E
Plantation Oaks Phase 1
(110 Lots)
FOUNTAIN VIEW PHASE 1B
Plantation Oaks Phase 1
(137 Lots)
FOUNTAIN VIEW PHASE 1C
Plantation Oaks Phase 1
(141 Lots)
FOUNTAIN VIEW PHASE 1A
Plantation Oaks Phase 1
(121 Lots)
PLANTATION OAKS PHASE 2B
Plantation Oaks Phase 2
(125 Lots)
PLANTATION OAKS PHASE 2A
Plantation Oaks Phase 2
(94 Lots)
PLANTATION OAKS PHASE 2C
Plantation Oaks Phase 2
(121 Lots)
PLANTATION OAKS PHASE 2D
Plantation Oaks Phase 2
(84 Lots)
BRADFORD LAKES
Plantation Oaks Phase 4
(80 Lots)
BRADFORD PARK
(180 Lots)
RIDGEHAVEN
(286 Lots)
ARCHER'S MILL PHASE 6
Plantation Oaks Phase 3
(78 Lots)
ARCHER'S MILL PHASE 2
Plantation Oaks Phase 3
(68 Lots)
ARCHER'S MILL PHASE 1
Plantation Oaks Phase 3
(95 Lots)
ARCHER'S MILL PHASE 5
Plantation Oaks Phase 3
(114 Lots)
ARCHER'S MILL PHASE 3
Plantation Oaks Phase 3
(59 Lots)
ARCHER'S MILL PHASE 4
Plantation Oaks Phase 3
(111 Lots)
OLD DIXIE HWY
PLANTATION OAKS BLVD
NORTH US HWY 1
F.E.C. R.R.
95
1
Legend
PLANTATION OAKS BOUNDARY
PROJECT STATUS
COMPLETED
UNDER CONSTRUCTION
PRELIMINARY PLAT APPROVED
UNDER REVIEW
EXISTING ROADS
PROPOSED ROADS
RAILROAD
APRIL 2024
1,000 500 0 1,000 Feet

ATTACHMENT 2

Preliminary Plat

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

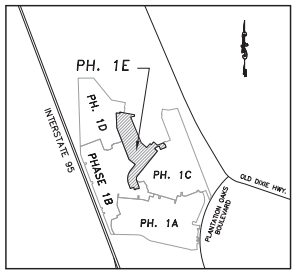
MAP BOOK:__ PAGE:__

LEGAL DESCRIPTION:

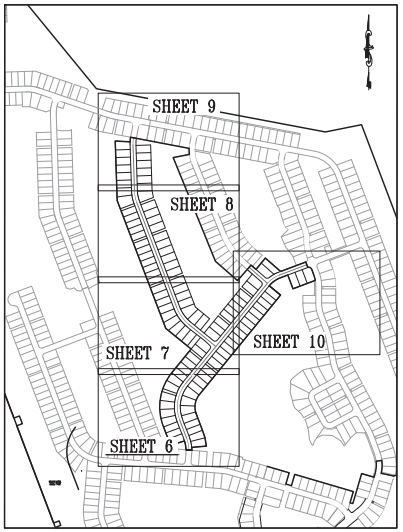
A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963–2985; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET; TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"E, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF S19°50'00"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S20°50'23"E, 150.26 FEET; THENCE S18°12'45"E, 67.24 FEET; THENCE S09°33'46"E, 71.66 FEET; THENCE S85°00'15"W, 124.99 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF S02°47'22"E AND A CHORD DISTANCE OF 25.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°10'11"W, 50.26 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00', A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF N09°36'16"W, AND A CHORD DISTANCE OF 76.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S72°21'10"W, 124.77 FEET; THENCE N20°50'23"W, 173.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF N09°11'10"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE N39°12'42"E, 257.24 FEET; THENCE N50°47'18"W, 277.98 FEET; THENCE N20°49'12"W, 1165.28 FEET; THENCE N01°53'56"W, 507.37 FEET; THENCE S86°53'56"E, 126.72 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF N05°34'20"E, AND A CHORD DISTANCE OF 39.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE S79°18'18"E, 507.96 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°13'05", A CHORD BEARING OF S01°42'09"E, AND A CHORD DISTANCE OF 52.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.29 FEET; THENCE S79°09'04"W, 140.05 FEET; THENCE S22°08'45"E, 954.75 FEET; THENCE S48°55'04"E, 249.76 FEET; THENCE N41°04'56"E, 175.00 FEET; THENCE S48°55'04"E, 56.07 FEET; THENCE N39°12'42"E, 125.07 FEET; THENCE S48°55'04"E, 228.25 FEET; THENCE N69°20'38"E, 228.81 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", AND A CHORD BEARING OF S15°25'06"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE S69°20'38"W, 202.65 FEET; THENCE N20°39'22"W, 124.99 FEET; THENCE S69°20'30"W, 68.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", AND A CHORD BEARING OF S54°26'21"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE S50°47'18"E, 125.00 FEET; THENCE S39°12'42"W, 1096.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", AND A CHORD BEARING OF S10°11'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 1576612.76 SQUARE FEET, 36.194 ACRES



VICINITY MAP
1"=2000'



KEY MAP
1"=500'

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3–5.....KEY SHEETS
SHEET 6 TO 10.... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, PLANTATION OAKS OF ORMOND BEACH LLC., A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "FOUNTAIN VIEW, PHASE 1E", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED;

TRACT A SHOWN HEREON AS NOTTOWAY CIRCLE, EVELYNTON LANE, POCHE DRIVE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, IS HEREBY GRANTED TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

TRACTS 1E–1, 1E–2, 1E–3 1E–4, 1E–5 1E–6, 1E–7, 1E–A ARE HEREBY GRANTED IN FEE TO THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES.

IN WITNESS WHEREOF, 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

_____ _____
PRINT NAME PARKER MYNCHENBERG, MANAGER
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF_____, 2024 BY PARKER MYNCHENBERG, MANAGER OF PLANTATION OAKS OF ORMOND BEACH LLC., HE IS KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC_____ SEAL

MY COMMISSION NUMBER_____

MY COMMISSION EXPIRES_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA 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 FOREGOING PLAT ENTITLED "FOUNTAIN VIEW, PHASE 1E" 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

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 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

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

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES SET 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 FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____–_____. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____, PAGES _____ – _____. AMENDMENTS TO COVENANTS AND RESTRICTIONS FOR PHASE 1A RECORDED IN O.R. BOOK 7584, PAGE 1319.

7. 1.0 FOOT NON–VEHICULAR ACCESS EASEMENT: NO DRIVEWAY ACCESS IS PERMITTED

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. 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

11. 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. "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, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK ___, PAGE ___, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS (NATIONAL GARDENS) RECORDED IN O.R. BOOK 4392, PAGE 1464, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

17. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN QUIT CLAIM DEED TO VOLUSIA LAND TRUST, INC., RECORDED IN OFFICIAL RECORDS BOOK 2637, PAGE 1870, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

18. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE FOUNTAIN VIEW OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

19. TRACT "A" 50' PRIVATE ROAD COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

TOTAL PHASE 1E SITE AREA = 36.1940 ACRES
TOTAL L.F. OF ROADS PH. 1E = 4270.85 L.F.

LOTS 503–612	19.7145 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD R/W	4.8564 ACRES
TRACT 1E–1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	11.1507 ACRES
TRACT 1E–2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.1212 ACRES
TRACT 1E–3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E–4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E–5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E–6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E–7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0574 ACRES
TRACT 1E–8 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY	0.0642 ACRES

TOTAL NUMBER OF LOTS = 110 LOTS
TOTAL NUMBER OF TRACTS = 9
MINIMUM LOT SIZE 55' X 110'

PRIVATE ROADS	LINEAR FEET
EVELYNTON LANE	2075.75 L.F.
POCHE DRIVE	207.08 L.F.
NOTTOWAY CIRCLE	1988.02 L.F.

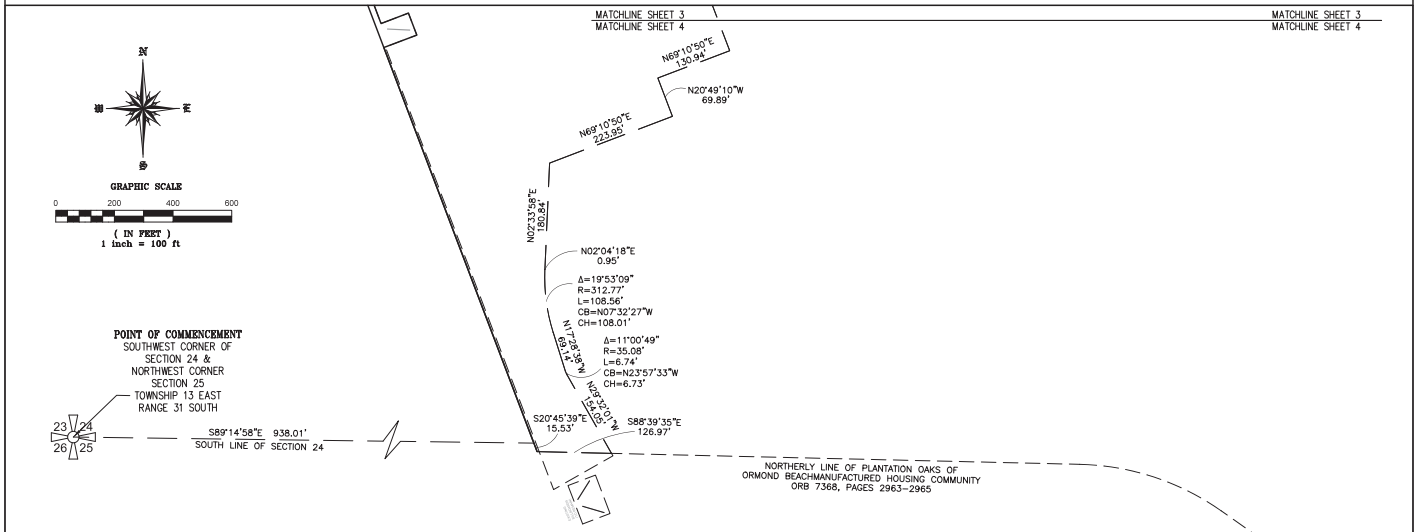
SET BACKS	
FRONT	20.00 FT.
REAR	20.00 FT.
SIDE	7.50 FT.
WATERFRONT	20.00 FT.

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

FOUNTAIN VIEW, PHASE 1E

MAP BOOK:__ PAGE:__

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

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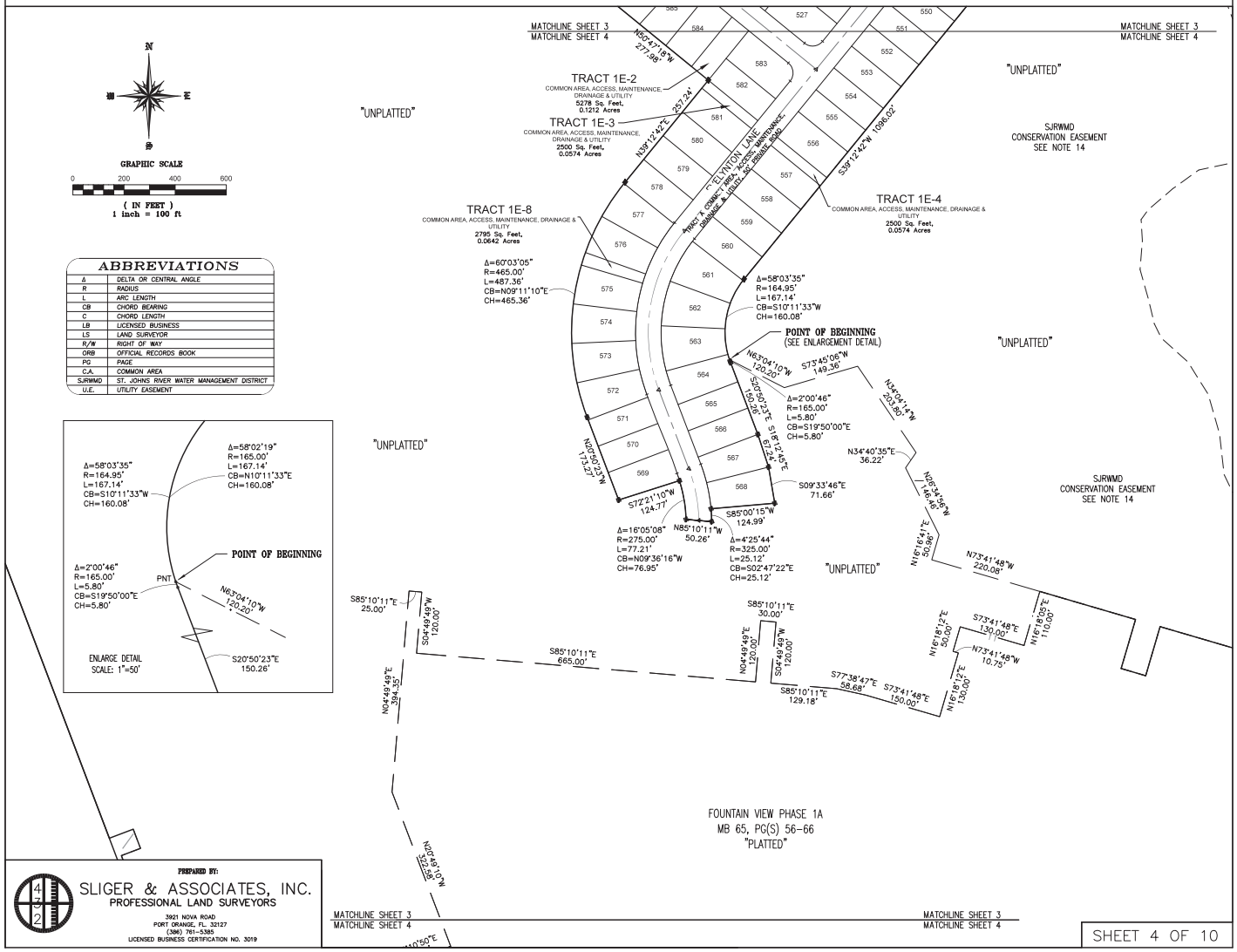
SHEET 3 OF 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS

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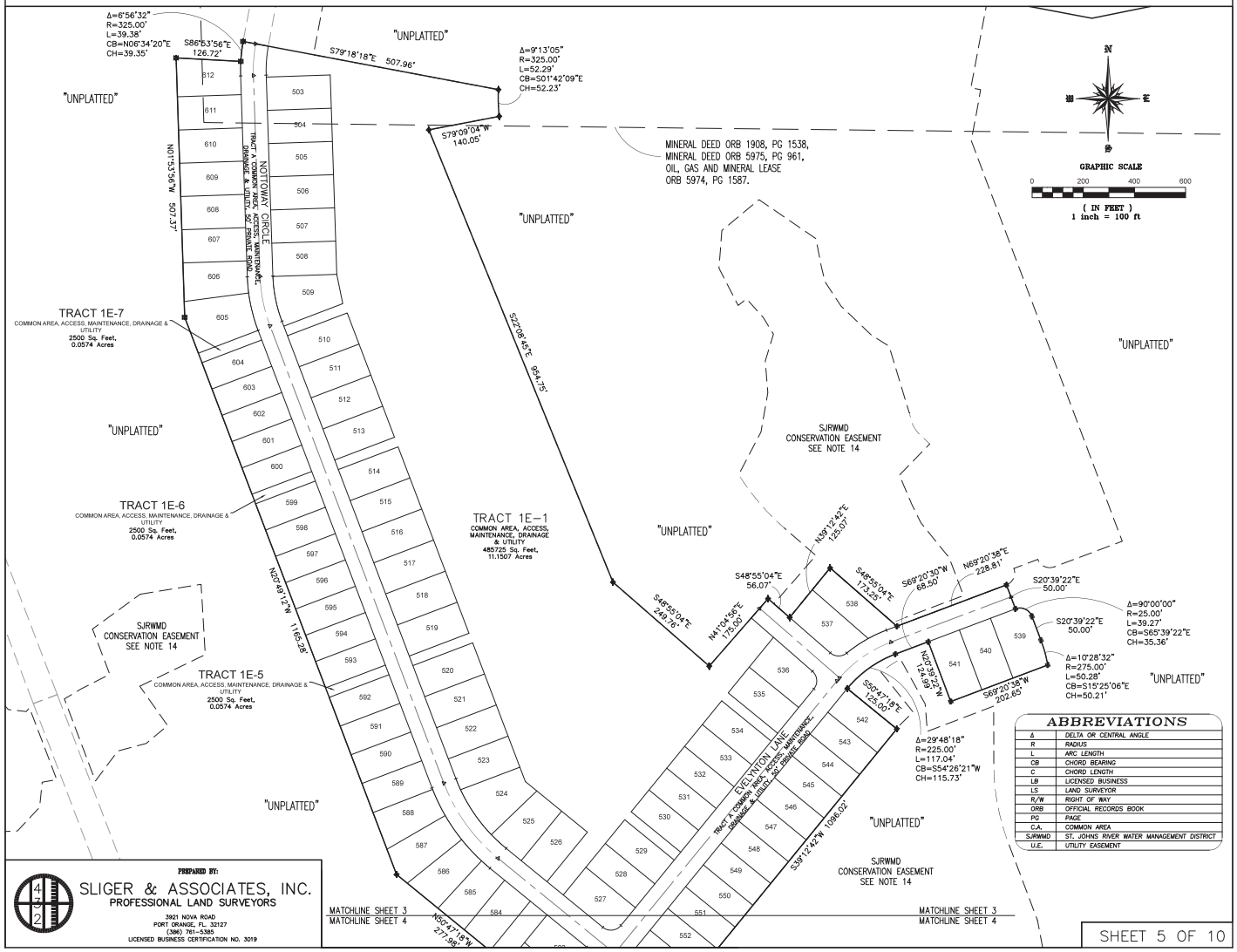
SHEET 4 OF 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 5 OF 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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GRAPHIC SCALE
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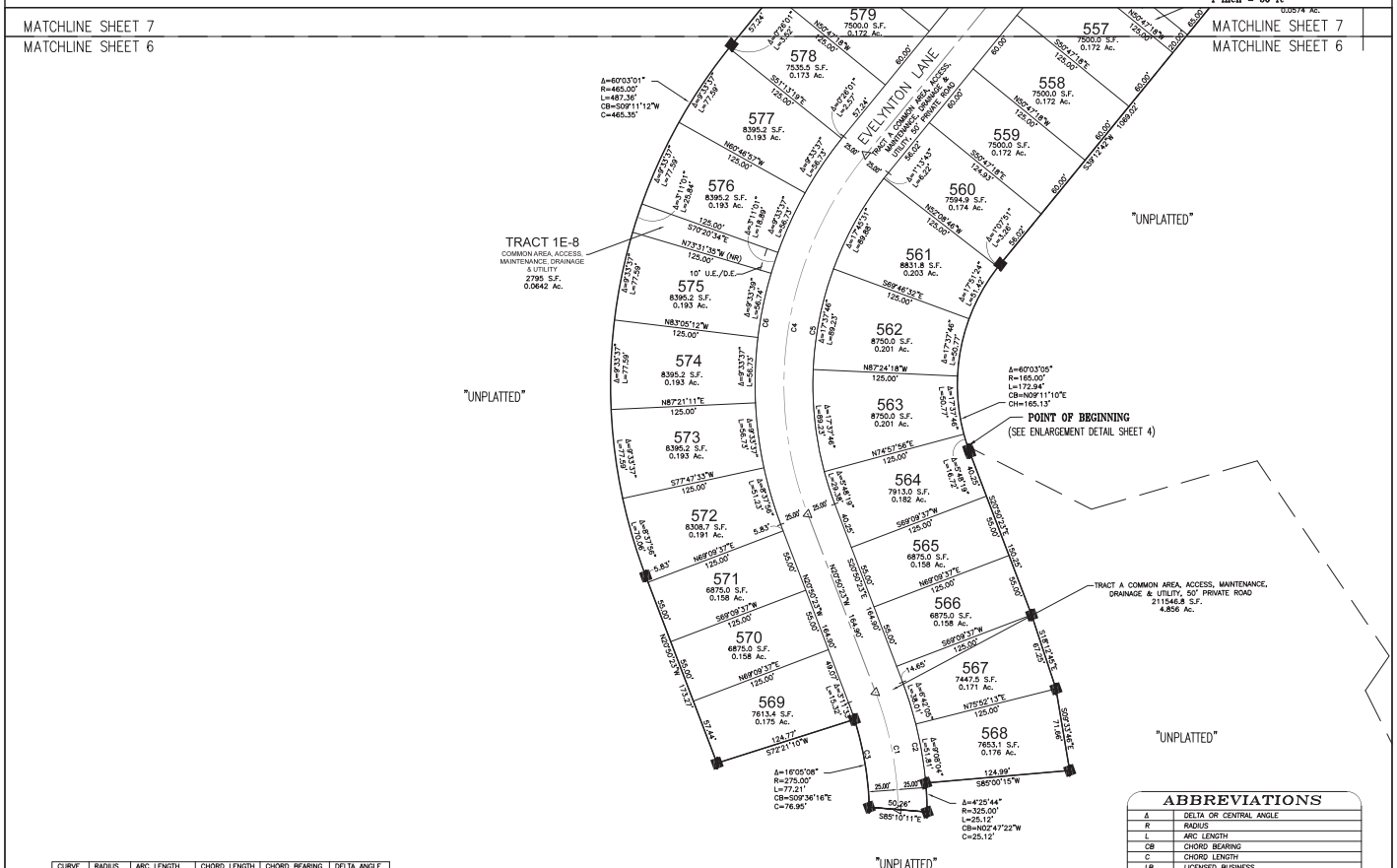
(IN FEET)
1 inch = 50 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	103.74'	103.22'	S10°56'00"E	19°48'46"
C2	325.00'	114.95'	114.35'	S10°42'27"E	20°15'53"
C3	275.00'	92.53'	92.09'	N11°12'02"W	19°16'41"
C4	315.00'	330.15'	315.24'	S09°11'10"W	60°03'05"
C5	290.00'	303.95'	290.23'	S09°11'10"W	60°03'05"
C6	340.00'	356.35'	340.26'	N09°11'10"E	60°03'05"

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LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- △ DENOTES NAIL & CAP STAMPED PCP LB3019.
- | DENOTES PC / PT

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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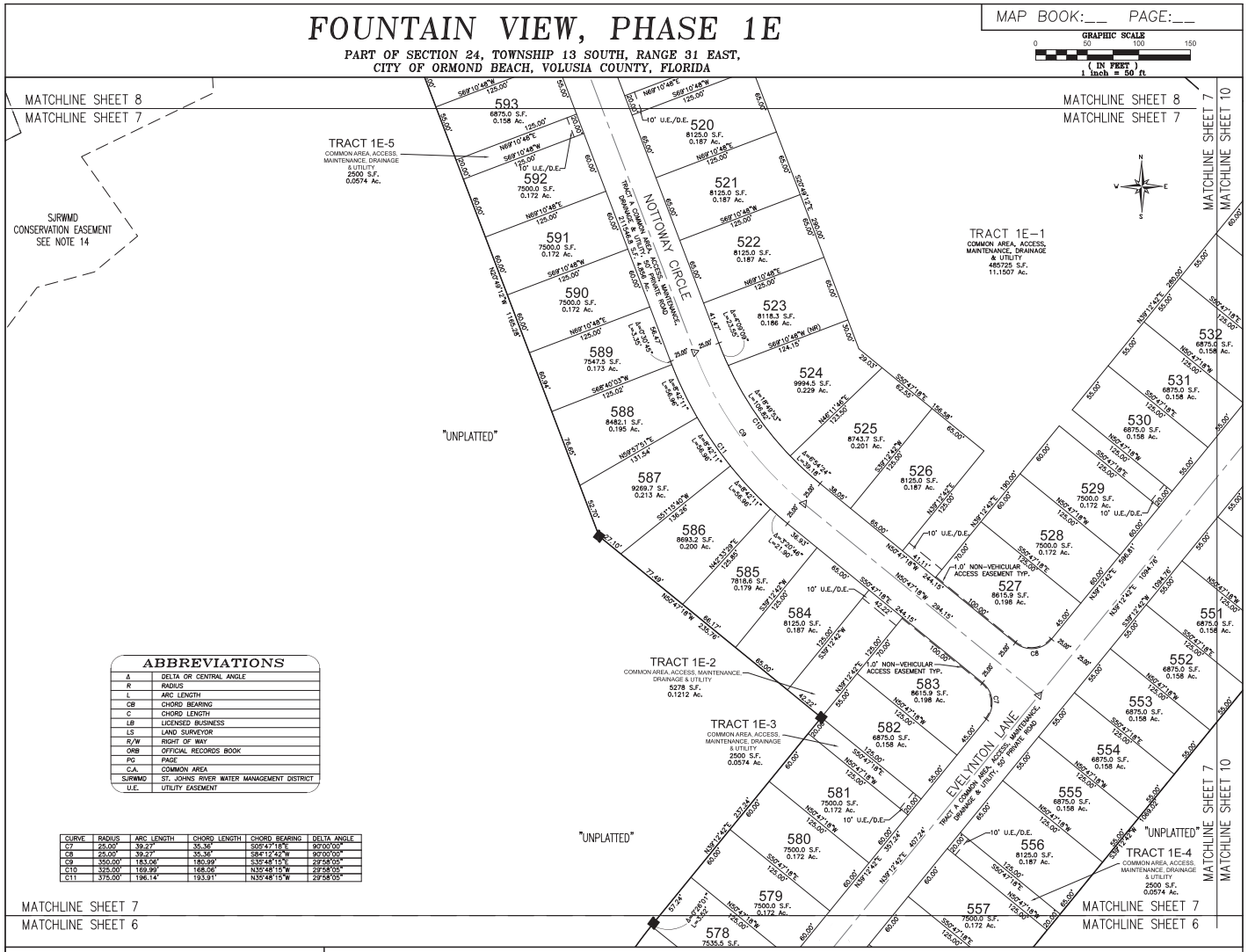

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C7	25.00'	39.27'	35.36'	S05°47'18"E	90°00'00"
C8	25.00'	39.27'	35.36'	S84°12'42"W	90°00'00"
C9	350.00'	183.06'	180.99'	S35°48'15"E	29°58'05"
C10	325.00'	169.99'	168.06'	N35°48'15"W	29°58'05"
C11	375.00'	196.14'	193.91'	N35°48'15"W	29°58'05"

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SHEET 7 OF 10

FOUNTAIN VIEW, PHASE 1E

PART OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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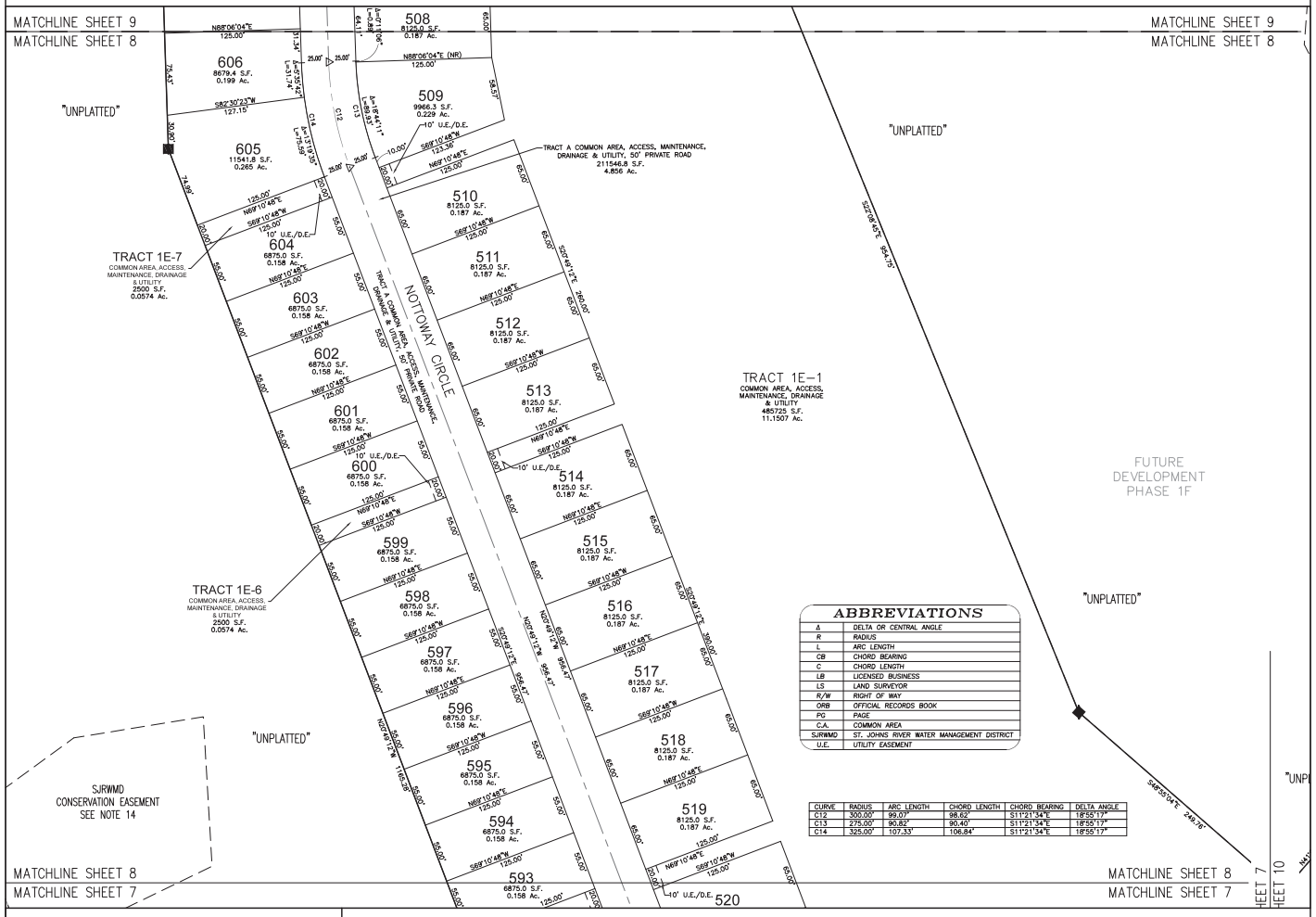

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C12	300.00'	99.07'	98.62'	S11°21'34"E	18°55'17"
C13	275.00'	90.82'	90.40'	S11°21'34"E	18°55'17"
C14	325.00'	107.33'	106.84'	S11°21'34"E	18°55'17"

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SHEET 8 OF 10

FOUNTAIN VIEW, PHASE 1E

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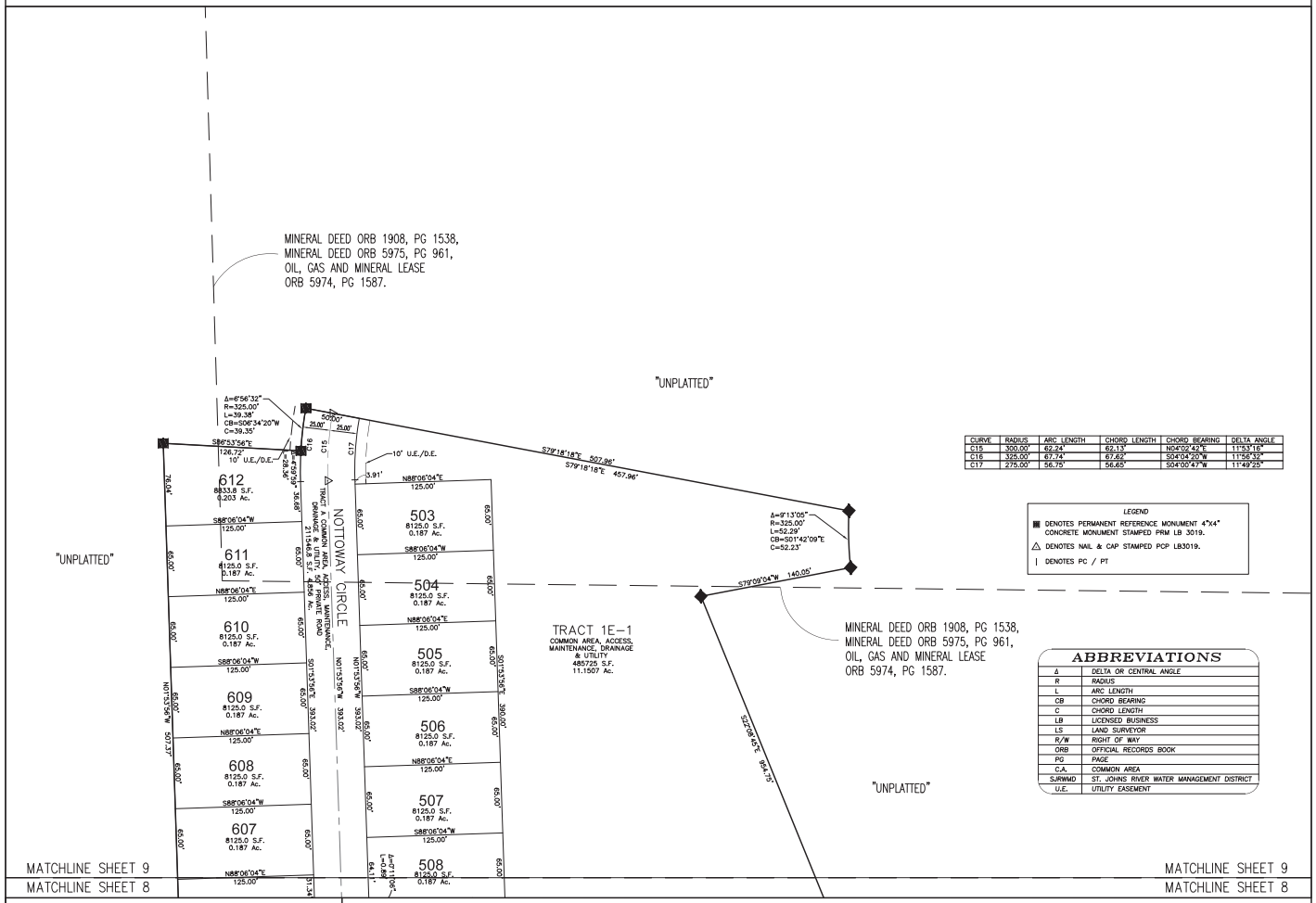

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C15	300.00'	62.24'	62.13'	N04°02'42"E	11°53'16"
C16	325.00'	67.74'	67.62'	S04°04'20"W	11°56'32"
C17	275.00'	56.75'	56.65'	S04°00'47"W	11°49'25"

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SHEET 9 OF 10

FOUNTAIN VIEW, PHASE 1E

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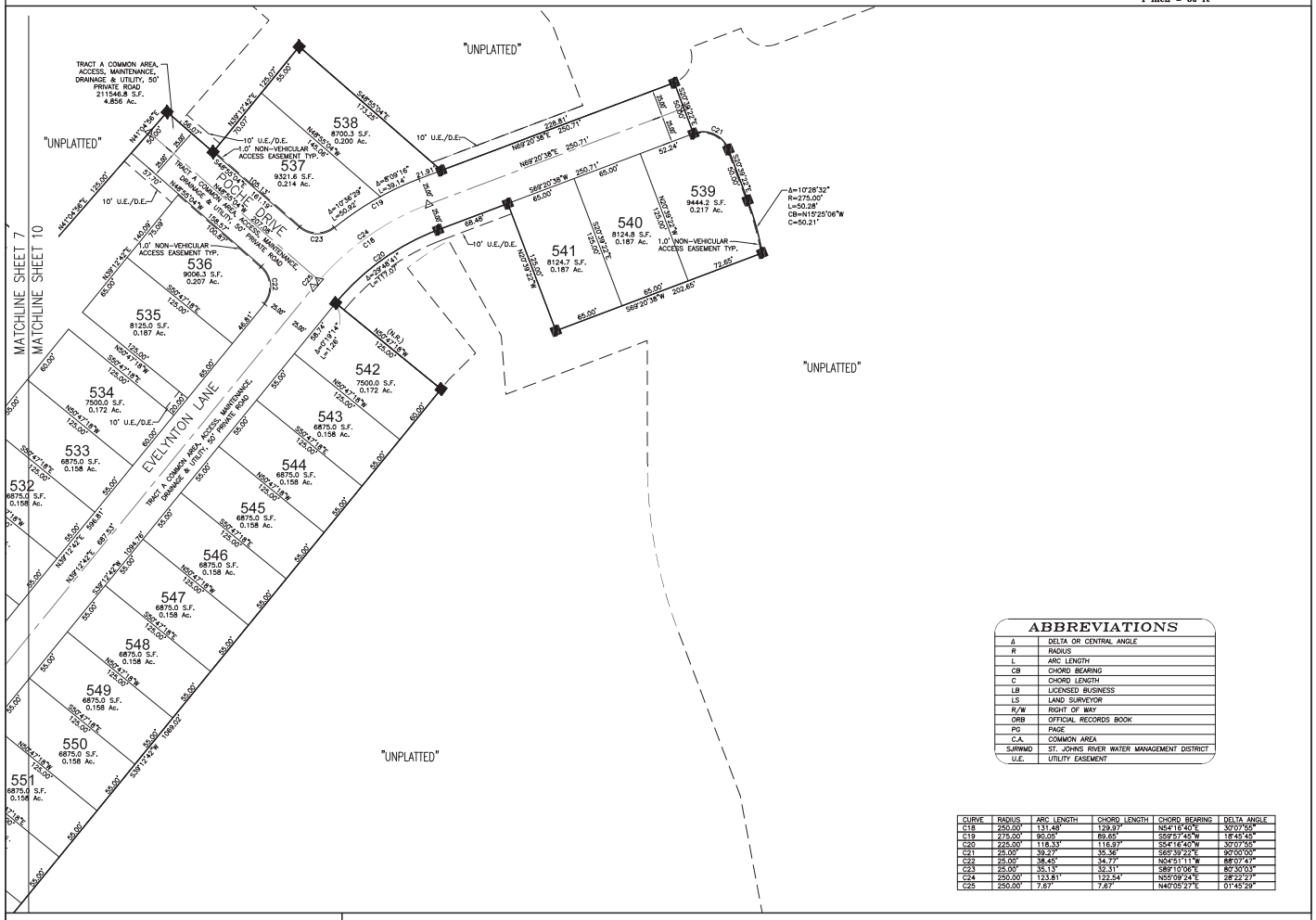

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C18	250.00'	131.48'	129.97'	N54°16'40"E	30°07'55"
C19	275.00'	90.05'	89.65'	S59°57'43"W	18°45'45"
C20	225.00'	118.33'	116.97'	S54°16'40"W	30°07'55"
C21	25.00'	39.27'	35.36'	S65°39'22"E	90°00'00"
C22	25.00'	38.45'	34.77'	N04°51'11"E	88°07'47"
C23	25.00'	35.13'	32.31'	S89°10'06"E	80°30'03"
C24	250.00'	123.81'	122.54'	N55°09'24"E	28°22'27"
C25	250.00'	7.67'	7.67'	N40°05'27"E	01°45'29"

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SHEET 10 OF 10

ATTACHMENT 3

Subdivision construction plans

FOUNTAIN VIEW
OF ORMOND BEACH
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 1E
ORMOND BEACH, FLORIDA

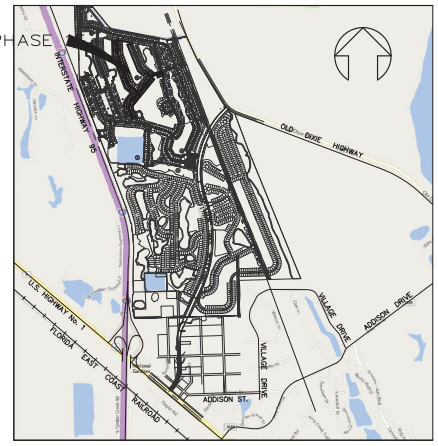
GENERAL NOTES

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". UNLESS OTHERWISE NOTED. 0.30% FOR 10" 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. DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED CONTEMPORARY LIGHTS WITH BLACK FIBERGLASS POLES. POLES AND LIGHTS PROVIDED BY FP&L.
6. ELEVATIONS REFER TO N.A.V.D. 88 DATUM.
7. MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
8. SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
9. POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
10. SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
11. ALL DISTURBED AREAS TO BE SODDED.
12. OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
13. PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
14. 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).
15. 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 PLANS 711-001. IN ALL LOCATIONS.
16. ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY FOUNTAIN VIEW OF ORMOND BEACH HOME OWNERS ASSOCIATION INC.
17. ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
18. 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.
19. 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.
20. REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
21. ALL WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.



FLOOD MAP

F.I.R.M. #12127C0201J ORMOND BEACH
F.I.R.M. #12127C0182J VOLUSIA COUNTY
PHASE 1B IS LOCATED IN ZONE X IN IT'S ENTIRETY



LOCATION MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	0.1	0.3%
13	Cassia fine sand, 0 to 2 percent slopes	0.3	0.8%
17	Daytona sand, 0 to 5 percent slopes	17.9	49.5%
29	Immokalee sand	17.4	48.1%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	0.5	1.4%
Totals for Area of Interest		36.2	100.0%

SOILS MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S2	BOUNDARY AND TOPOGRAPHIC SURVEY
P1-P8	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION AND EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	REUSE SYSTEM WATER DETAILS
29	LANDSCAPE INFORMATION SHEET
30	OVERALL LOT LANDSCAPE PLAN
31	LANDSCAPE DETAILS
32	IRRIGATION DETAILS

LAND USE TABULATION

TOTAL PHASE 1E SITE AREA = 36.194 ACRES
TOTAL L.F. OF ROADS PH. 1E = 4270.85 L.F.

LOTS 503-612 ..... 19.571 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY, 50' PRIVATE ROAD R/W..... 4.856 ACRES
TRACT 1E-1 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 11.297 ACRES
TRACT 1E-2 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.121 ACRES
TRACT 1E-3 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-4 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-5 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-6 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-7 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.057 ACRES
TRACT 1E-8 COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE & UTILITY..... 0.064 ACRES

TOTAL NUMBER OF LOTS = 110 LOTS = 3.04 DU/ACRES
MINIMUM LOT SIZE 55' X 110'

SETBACKS:

FRONT..... 20 FEET
REAR..... 20 FEET
SIDE..... 7.5 FEET
SIDE CORNER NO ACCESS..... 15 FEET
WATERFRONT..... 20 FEET
MAXIMUM HEIGHT..... 35 FEET
MAXIMUM BUILDING COVERAGE..... 60%
MAXIMUM LOT COVERAGE..... 75%
MINIMUM FLOOR AREA..... 1,400 S.F.
ACCESSORY STRUCTURE SETBACK:
SIDE YARD..... 7.5 FEET
SIDE YARD CORNER NO ACCESS..... 15 FEET
REAR YARD..... 5 FEET
FRONT YARD..... 20 FEET

PROJECT NAME

FOUNTAIN VIEW OF ORMOND BEACH
PHASE 1E
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION

SUBDIVISION OF 70.29 ACRES INTO 115 SINGLE FAMILY FEE SIMPLE LOTS.

DEVELOPER

PLANTATION OAKS OF ORMOND BEACH, LLC.
PARKER MYNCHENBERG, MANAGER
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
E:MAIL: info@parkermynchenberg.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR

JEFF BARNES, P.L.S. NO. 5576
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT

TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

PROJECT ATTORNEY

JEFF BROCK, ESQ.
SMITH BIGMAN & BROCK
444 SEABREEZE BLVD. SUITE 900
DAYTONA BEACH, FLORIDA 32118
(386) 254-6875
EMAIL: jbrock@daytonalaw.com

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

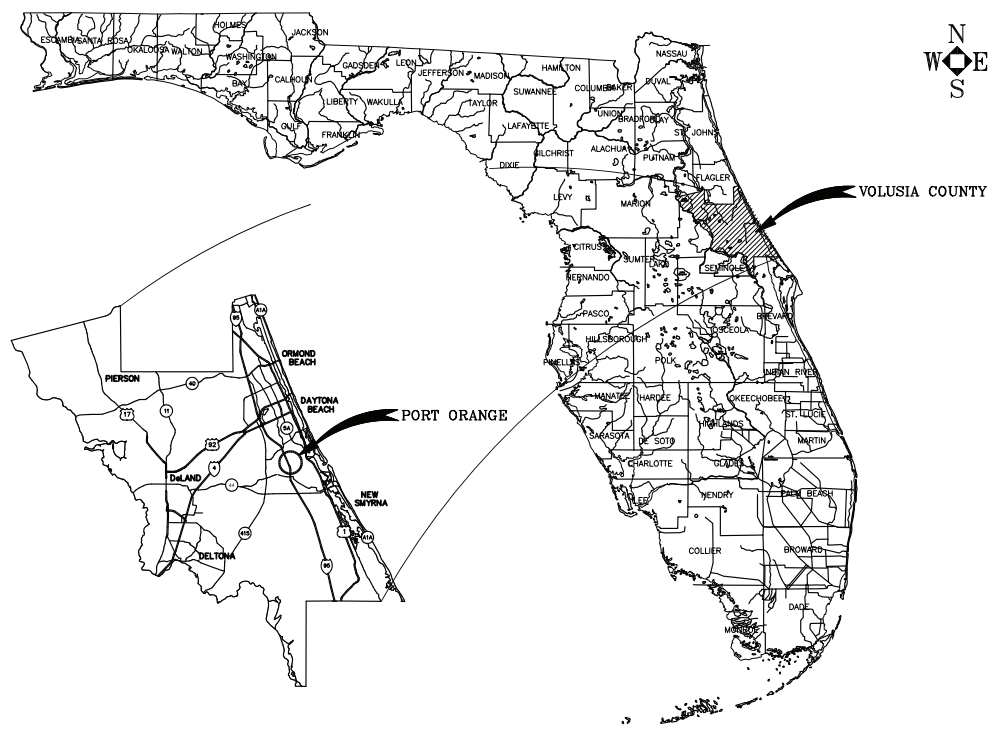
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No: FOPh3-CS.dwg
Drawn By: SLB
Date: 1/20/2024
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2024.02.08 14:06:11 -05'00'



BOUNDARY SURVEY

FOR

PLANTATION OAKS OF ORMOND BEACH, LLC

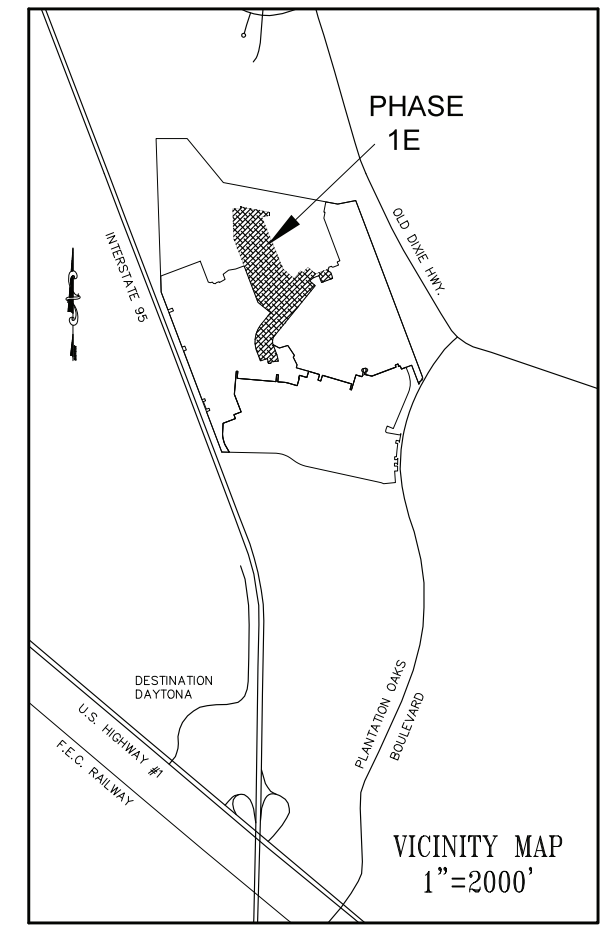
FOUNTAIN VIEW PHASE 1E

A PORTION OF

SECTION 24–TOWNSHIP 13 SOUTH–RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.



VICINITY MAP
1"=2000'

LEGAL DESCRIPTION:

A PORTION OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13, SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE SOUTH LINE OF SECTION 24, A DISTANCE OF 938.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 95 (A 300 FOOT RIGHT OF WAY) THENCE S20°45'39"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 15.53 FEET TO THE NORTHERLY LINE OF PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY OFFICIAL RECORDS BOOK 7368, PAGES 2963–2965; THENCE S88°39'35"E ALONG SAID NORTHERLY LINE, 126.97 FEET; THENCE DEPARTING SAID NORTHERLY LINE N29°32'01"W, A DISTANCE OF 154.05 FEET; TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.08 FEET, A CENTRAL ANGLE OF 11°00'49", A CHORD BEARING OF N23°57'33"W, AND A CHORD DISTANCE OF 6.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 6.74 FEET; THENCE N17°28'38"W, 69.14 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 312.77 FEET, A CENTRAL ANGLE OF 19°53'09", A CHORD BEARING OF N07°32'27"W, AND A CHORD DISTANCE OF 108.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 108.56 FEET; THENCE N02°04'18"E, 0.95 FEET; THENCE N02°33'58"E, 180.84 FEET; THENCE N69°10'50"E, 223.95 FEET; THENCE N20°49'10"W, 69.89 FEET; THENCE N69°10'50"E, 130.94 FEET; THENCE N20°49'10"W, 322.58 FEET; THENCE N04°49'49"E, 394.35 FEET; THENCE S85°10'11"E, 25.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 665.00 FEET; THENCE N04°49'49"E, 120.00 FEET; THENCE S85°10'11"E, 30.00 FEET; THENCE S04°49'49"W, 120.00 FEET; THENCE S85°10'11"E, 129.18 FEET; THENCE S77°38'47"E, 58.68 FEET; THENCE S73°41'48"E, 150.00 FEET; THENCE N16°18'12"E, 130.00 FEET; THENCE N73°41'48"W, 10.75 FEET; THENCE N16°18'12"E, 50.00 FEET; THENCE S73°41'48"E, 130.00 FEET; THENCE N16°18'05"E, 110.00 FEET; THENCE N73°41'48"W, 220.08 FEET; THENCE N16°16'41"E, 50.96 FEET; THENCE N26°34'56"W, 146.46 FEET; THENCE N34°40'35"E, 36.22 FEET; THENCE N34°04'14"W, 203.80 FEET; THENCE S73°45'06"W, 149.36 FEET; THENCE N63°04'10"W, 120.20 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 02°00'46", AND A CHORD BEARING OF S19°50'00"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.80 FEET; THENCE S20°50'23"E, 150.26 FEET; THENCE S18°12'45"E, 67.24 FEET; THENCE S09°33'46"E, 71.66 FEET; THENCE S85°00'15"W, 124.99 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 04°25'44", A CHORD BEARING OF S02°47'22"E AND A CHORD DISTANCE OF 25.12 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.12 FEET; THENCE N85°10'11"W, 50.26 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00', A CENTRAL ANGLE OF 16°05'08", A CHORD BEARING OF N09°36'16"W, AND A CHORD DISTANCE OF 76.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 77.21 FEET; THENCE S72°21'10"W, 124.77 FEET; THENCE N20°50'23"W, 173.27 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 60°03'05", AND A CHORD BEARING OF N09°11'10"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 487.36 FEET; THENCE N39°12'42"E, 257.24 FEET; THENCE N50°47'18"W, 277.98 FEET; THENCE N20°49'12"W, 1165.28 FEET; THENCE N01°53'56"W, 507.37 FEET; THENCE S86°53'56"E, 126.72 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°56'32", A CHORD BEARING OF N06°34'20"E, AND A CHORD DISTANCE OF 39.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.38 FEET; THENCE S79°18'18"E, 507.96 FEET

LEGAL DESCRIPTION CONTINUED:

TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 09°13'05", A CHORD BEARING OF S01°42'09"E, AND A CHORD DISTANCE OF 52.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 52.29 FEET; THENCE S79°09'04"W, 140.05 FEET; THENCE S22°08'45"E, 954.75 FEET; THENCE S48°55'04"E, 249.76 FEET; THENCE N41°04'56"E, 175.00 FEET; THENCE S48°55'04"E, 56.07 FEET; THENCE N39°12'42"E, 125.07 FEET; THENCE S48°55'04"E, 173.25 FEET; THENCE N69°20'38"E, 228.81 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00', A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S65°39'22"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE S20°39'22"E, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°28'32", AND A CHORD BEARING OF S15°25'06"E, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 50.28 FEET; THENCE S69°20'38"W, 202.65 FEET; THENCE N20°39'22"W, 124.99 FEET; THENCE S69°20'30"W, 68.50 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29°48'18", AND A CHORD BEARING OF S54°26'21"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 117.04 FEET; THENCE S50°47'18"E, 125.00 FEET; THENCE S39°12'42"W, 1096.02 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 58°02'19", AND A CHORD BEARING OF S10°11'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 167.14 FEET TO THE POINT OF BEGINNING,

HAVING AN AREA OF 1576612.76 SQUARE FEET, 36.194 ACRES

SURVEY NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMENTMENT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S89°14'58"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. 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. 12127C0182J MAP EFFECTIVE DATE: FEBRUARY 19, 2014, APPROXIMATE SCALE: 1"=500' & 12127C0201J MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"= 500'.
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
7. THERE IS EARTH WORK ALONG THE PROPOSED RIGHTS OF WAY IN THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A.
8. SOME MONUMENTATION ALONG THE BOUNDARY OF THE PROPOSED PLAT OF PLANTATION OAKS PHASE 1A, HAS NOT BEEN SET DUE TO CONSTRUCTION.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

IS TO PREPARE A BOUNDARY SURVEY FOR THE CLIENTS USE.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983.
COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATION OF PROPERTY CORNERS AND IMPROVEMENTS.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

REFERENCE MATERIAL:

PREVIOUS SURVEY BY SLIGER AND ASSOCIATES, INC., PROJECT NUMBER 21–1238, ALTA / NSPS LAND TITLE SURVEY, DATED: JULY 26, 2021.

LEGEND:

IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
4"X4" CM / PRM	TV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION
CHANGE OF DIRECTION						

ABBREVIATIONS:

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE	–E–	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCEMAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
		PNT	POINT OF NON–TANGENCY								

INDEX OF SHEETS:

1 COVER SHEET (CURRENT)
2–3 DETAIL SHEETS

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: PLANTATION OAKS OF ORMOND BEACH, LLC:

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2023.12.20 15:24:16 -05'00'

DATE:

JEFF W. BARNES
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5576

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

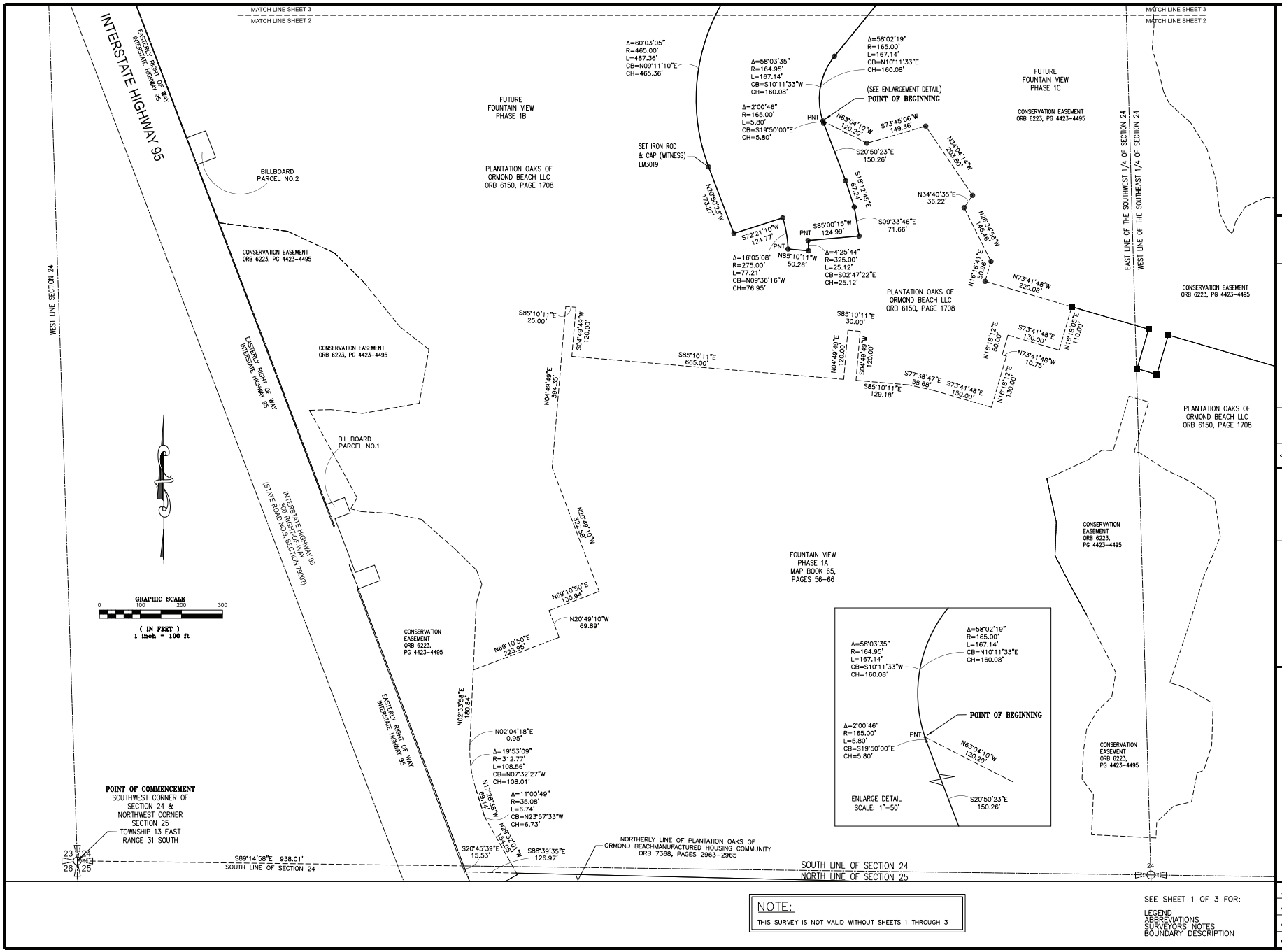
No.	Date	Revision	Approved
1			
2			
3			
4			
5			

FIELD DATE: 11–1–2023
FIELD BOOK:
PARTY CHIEF: JASON PENFIELD
PAGE (S):
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08–680
JOB: 23–0619
SCALE:
SHEET: 1 of 3

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23–1004
FOUNTAIN VIEW PH 1E BOUNDARY.DWG



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3

SEE SHEET 1 OF 3 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3825 IRON RIDGE
PHONE (386) 437-3337
ORMOND BEACH, FLORIDA 32174
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

No.	Date	Revision	Approved
1			
2			
3			
4			

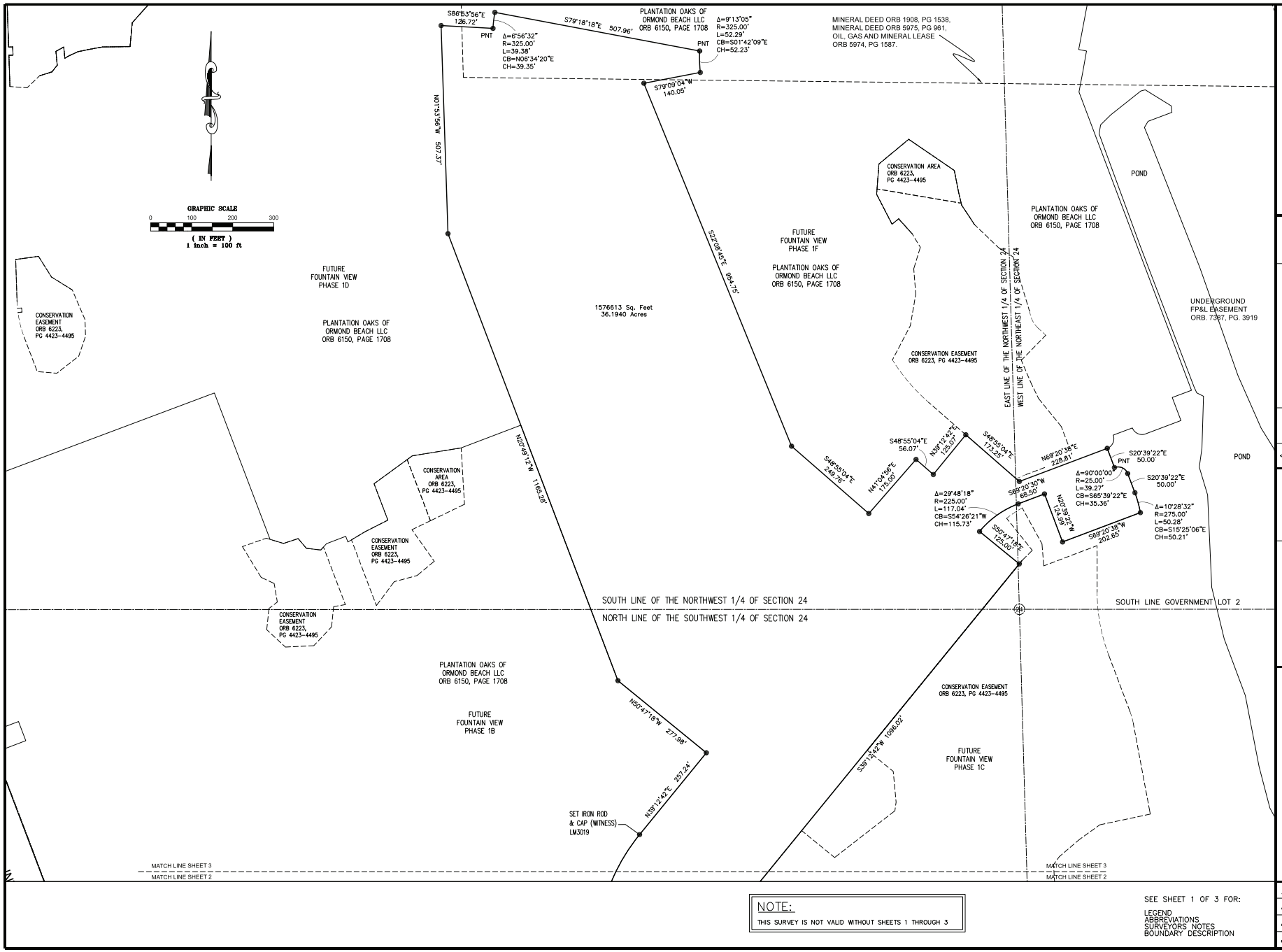
BOUNDARY SURVEY

FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA

FIELD DATE: 11-1-2023
FIELD BOOK:
PARTY CHIEF: JASON PENFIELD
PAGE (S):
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 2 of 3

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23-1004 FOUNTAIN VIEW PH 1E BOUNDARY.DWG



NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3

SEE SHEET 1 OF 3 FOR:
LEGEND
ABBREVIATIONS
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3501 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

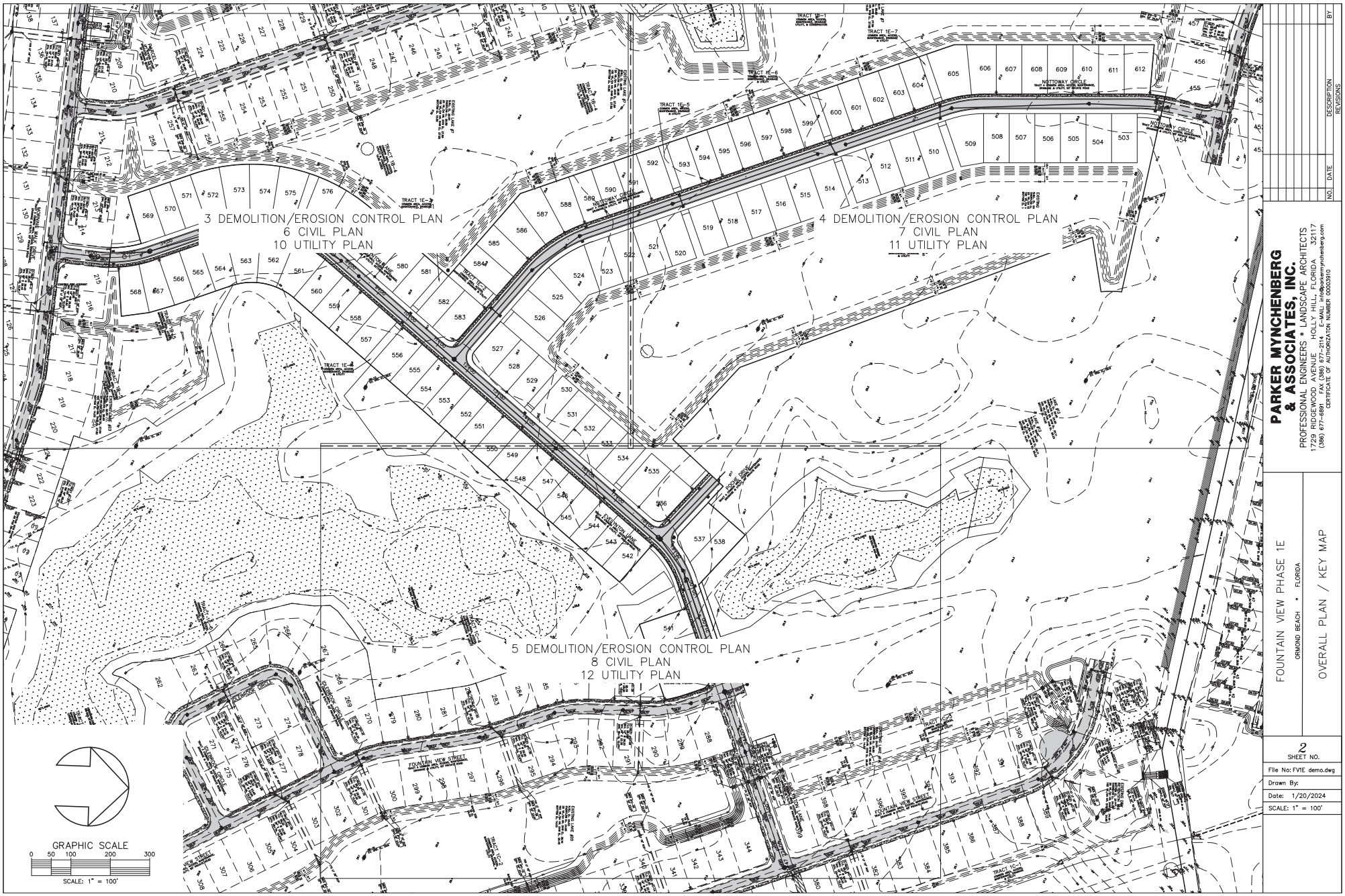
No.	Date	Revision	Approved
4			
3			
2			
1			

FIELD DATE: 11-1-2023
PARTY CHIEF: JASON PENFIELD
DRAWN BY: TONY JEFFREY
CHECKED BY: JEFF BARNES
FIELD BOOK:
PAGE (S):

BOUNDARY SURVEY
FOUNTAIN VIEW PHASE 1E, ORMOND BEACH, FLORIDA
CLIENT: PLANTATION OAKS OF ORMOND BEACH, LLC

PROJ.: 08-680
JOB: 23-0619
SCALE: 1"=100'
SHEET: 3 of 3

FILE: K:\PLATS\PLANTATION OAKS\PHASE 1E (FOUNTAIN VIEW)\23-1004 FOUNTAIN VIEW PH 1E BOUNDARY.DWG



NO. | DATE | DESCRIPTION | BY

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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

SHEET NO. 2

File No: FV1E demo.dwg
Drawn By:
Date: 1/20/2024
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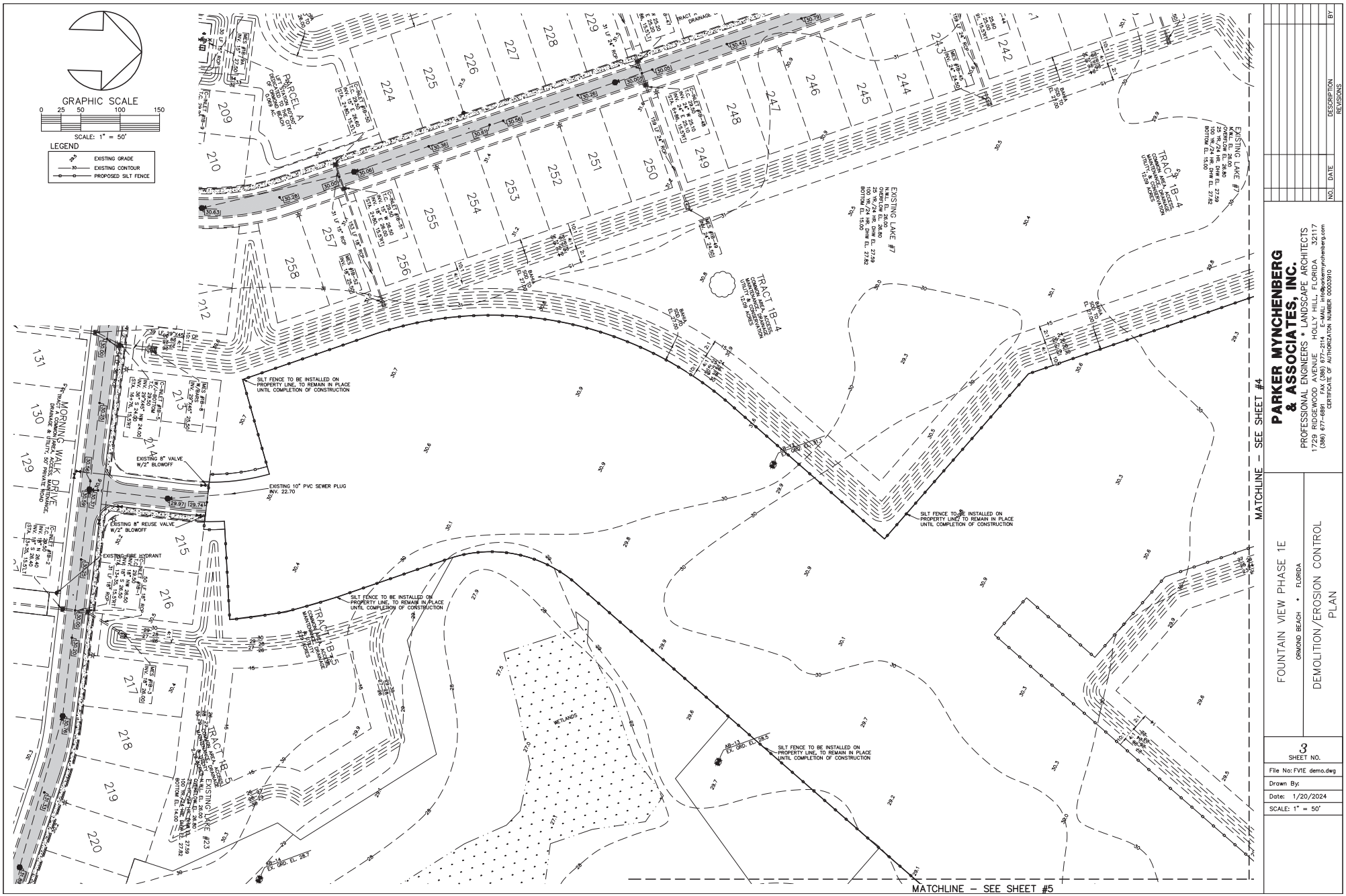

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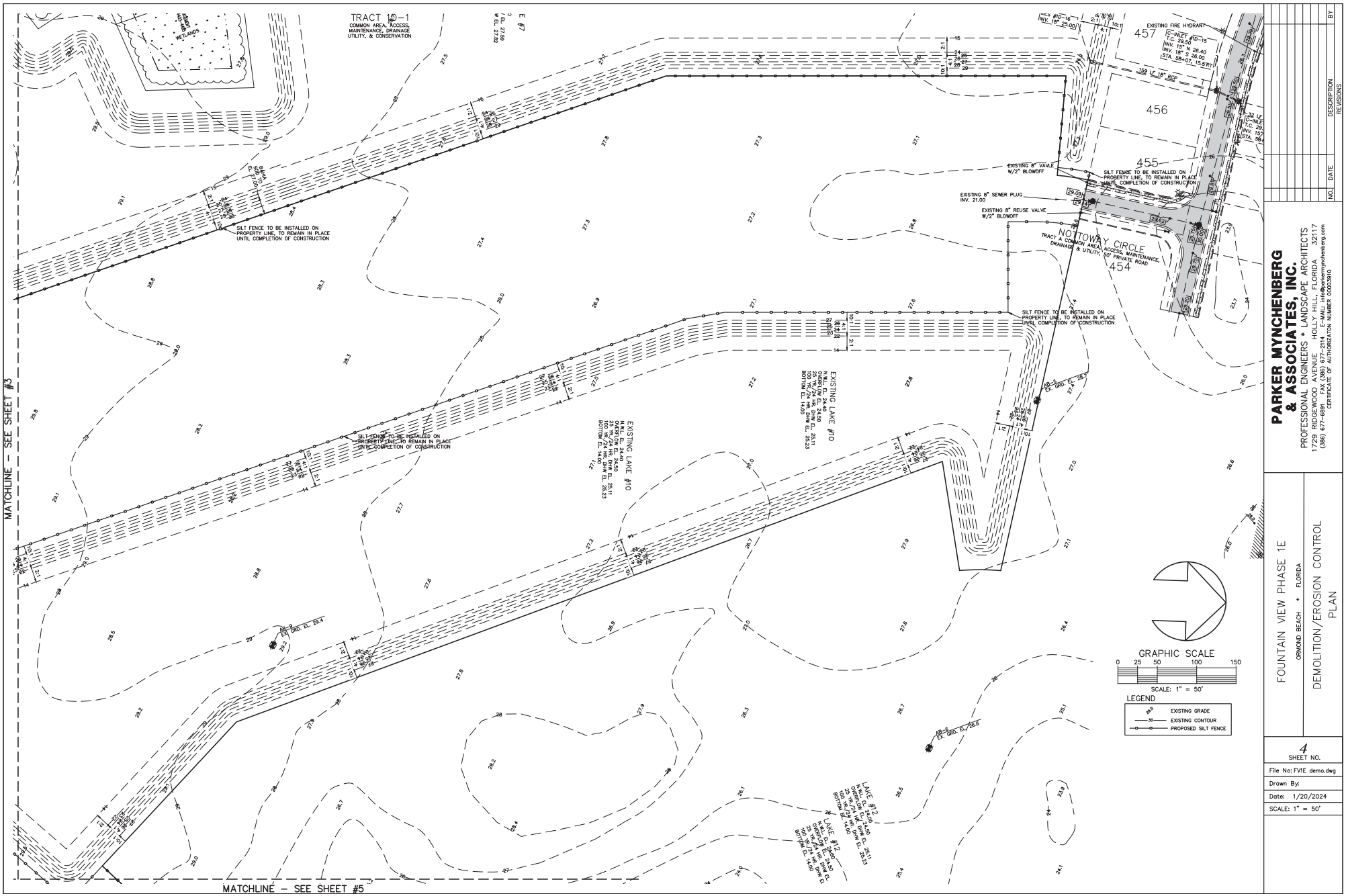
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

3
SHEET NO.

File No: FV1E demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



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FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

4
SHEET NO.

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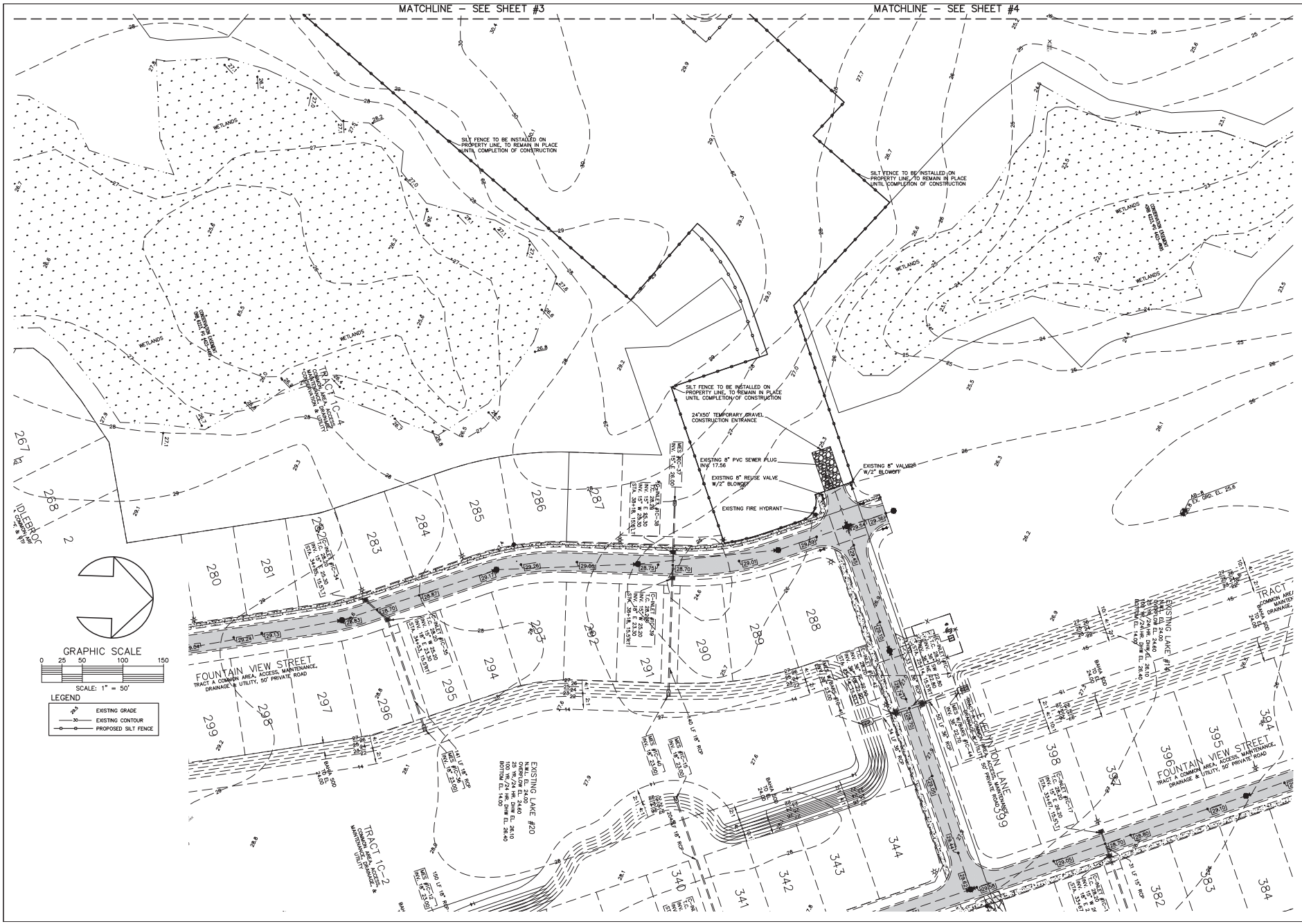

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

DEMOLITION/EROSION CONTROL PLAN

5
SHEET NO.

File No: FVIE demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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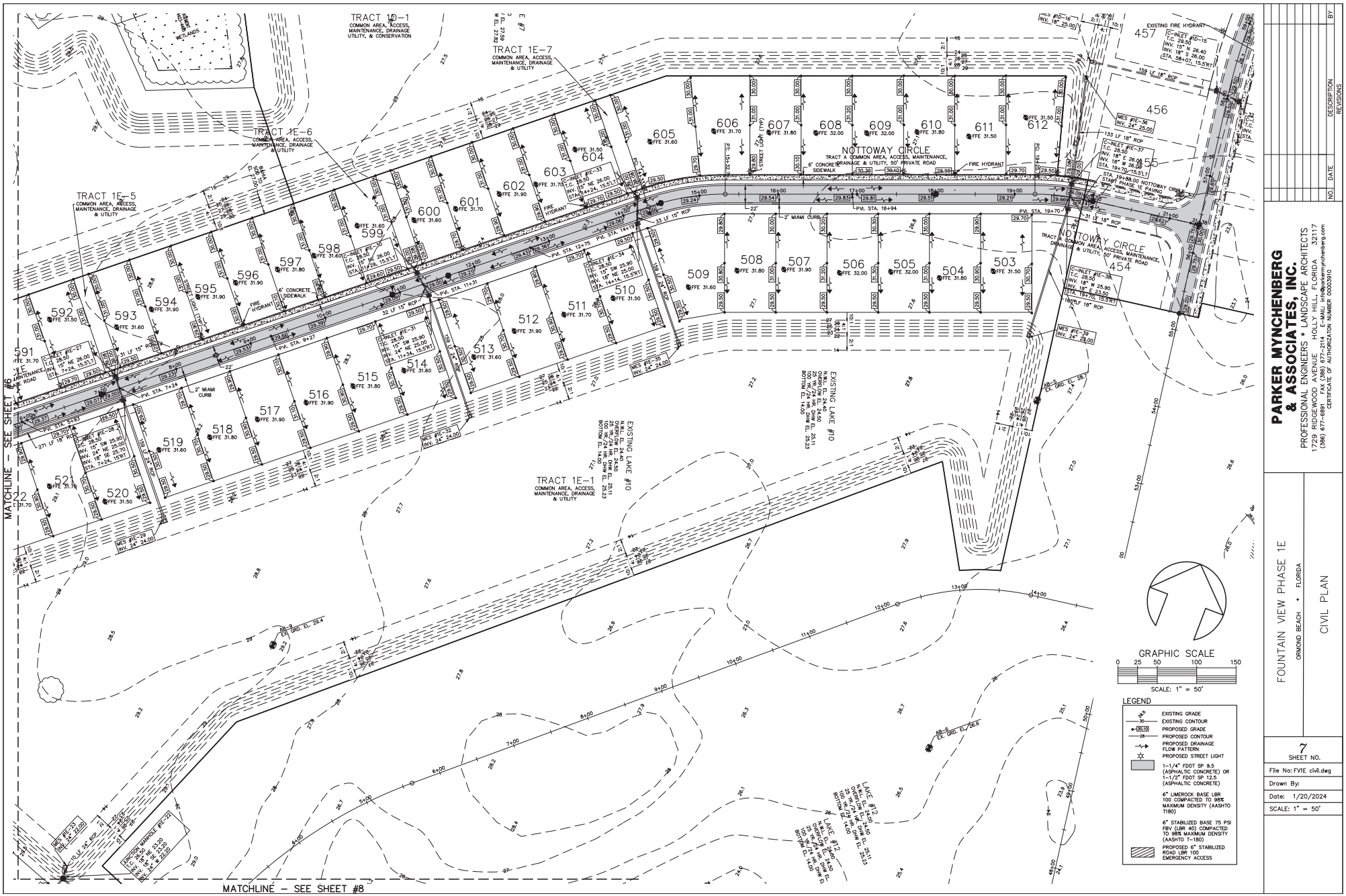
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

CIVIL PLAN

6
SHEET NO.

File No: FVIE civil.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
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FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

CIVIL PLAN

7
SHEET NO.

File No: FV1E civil.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



NO. | DATE | DESCRIPTION | BY
REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

CIVIL PLAN

8
SHEET NO.

File No: FVIE civil.dwg
Drawn By:
Date: 1/20/2024
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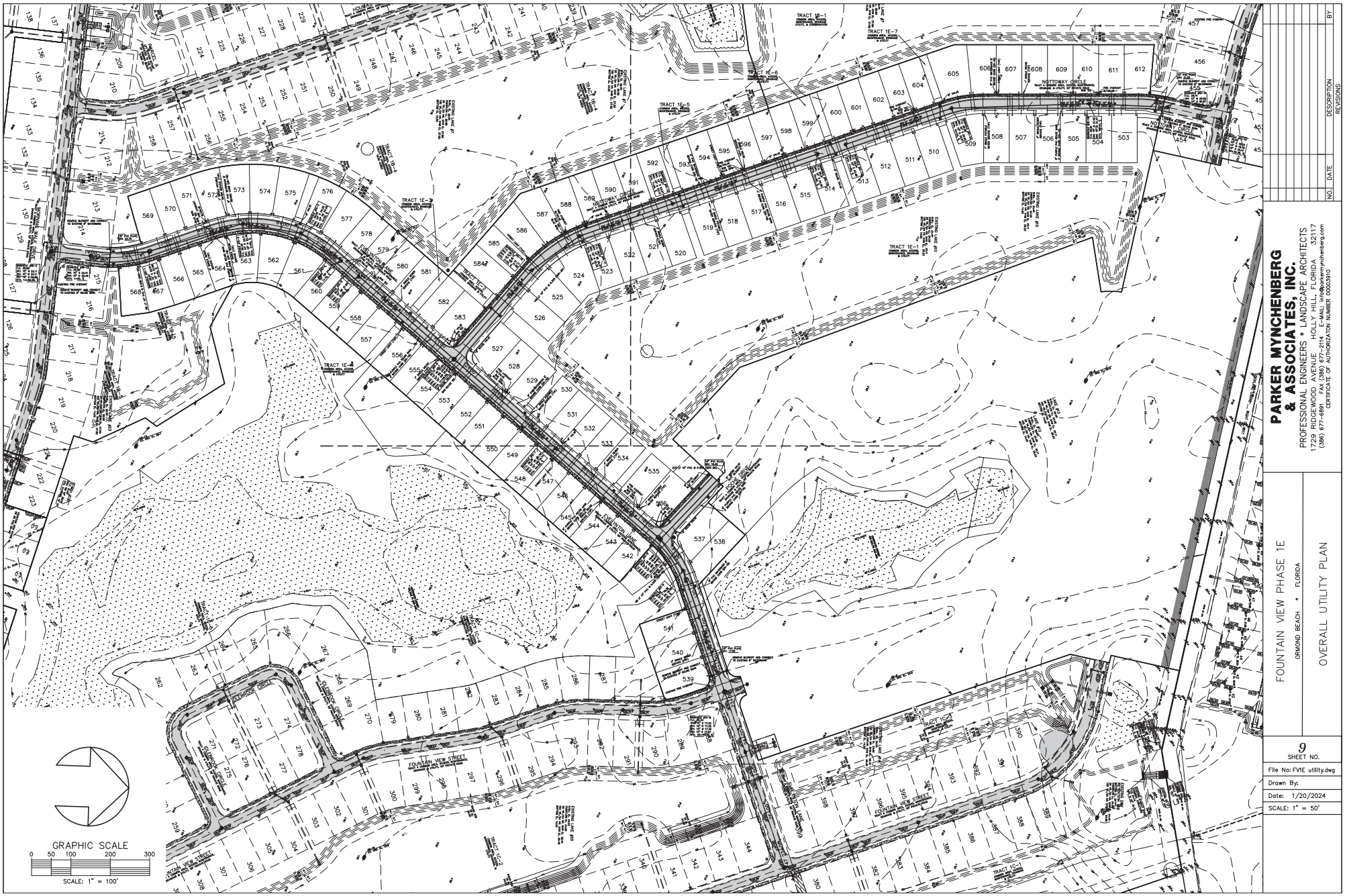
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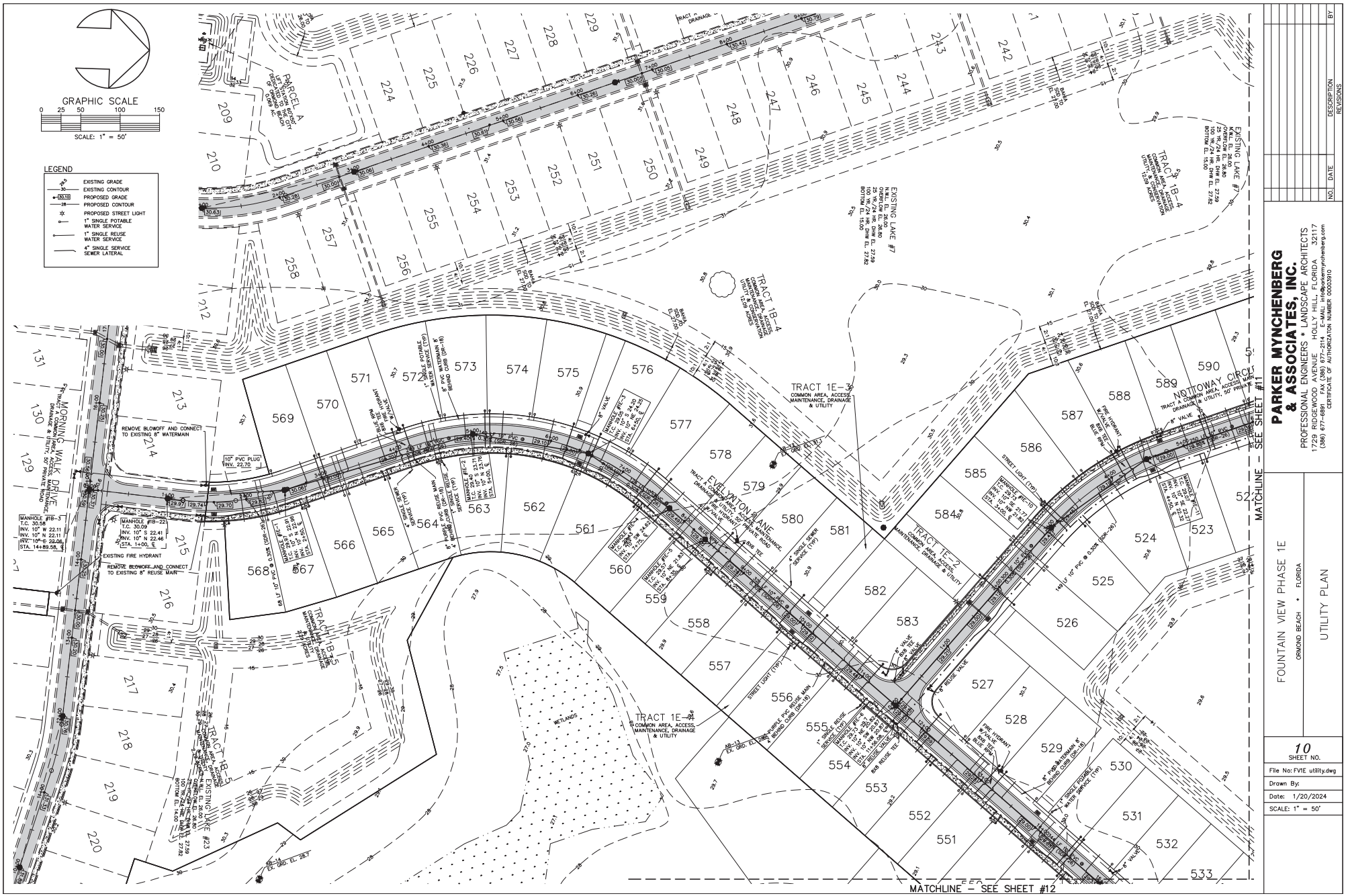
SCALE: 1" = 100'
NO. DATE DESCRIPTION BY
REVISIONS
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
OVERALL UTILITY PLAN
9
SHEET NO.
File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



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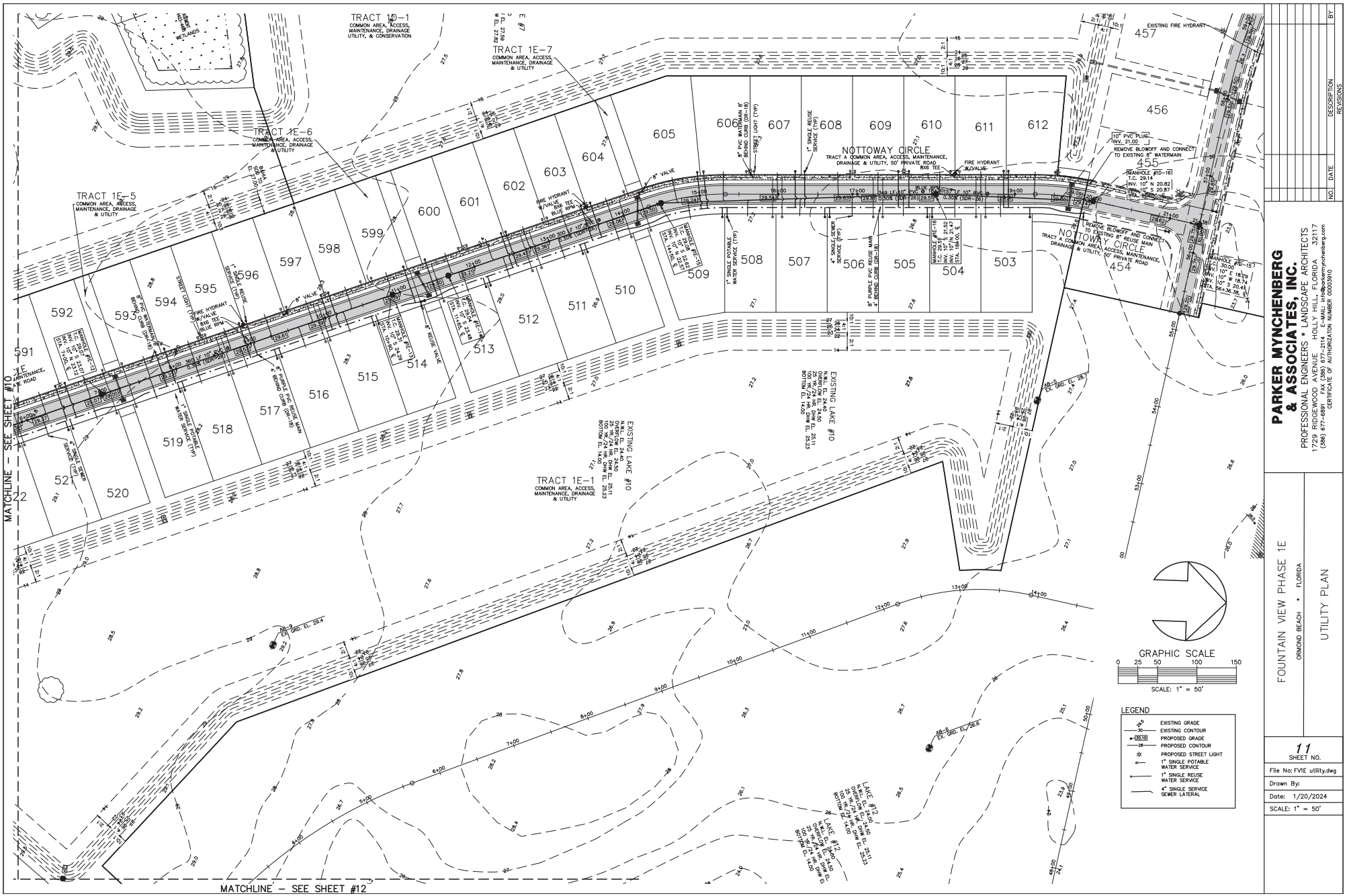
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

UTILITY PLAN

10
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

UTILITY PLAN

11
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

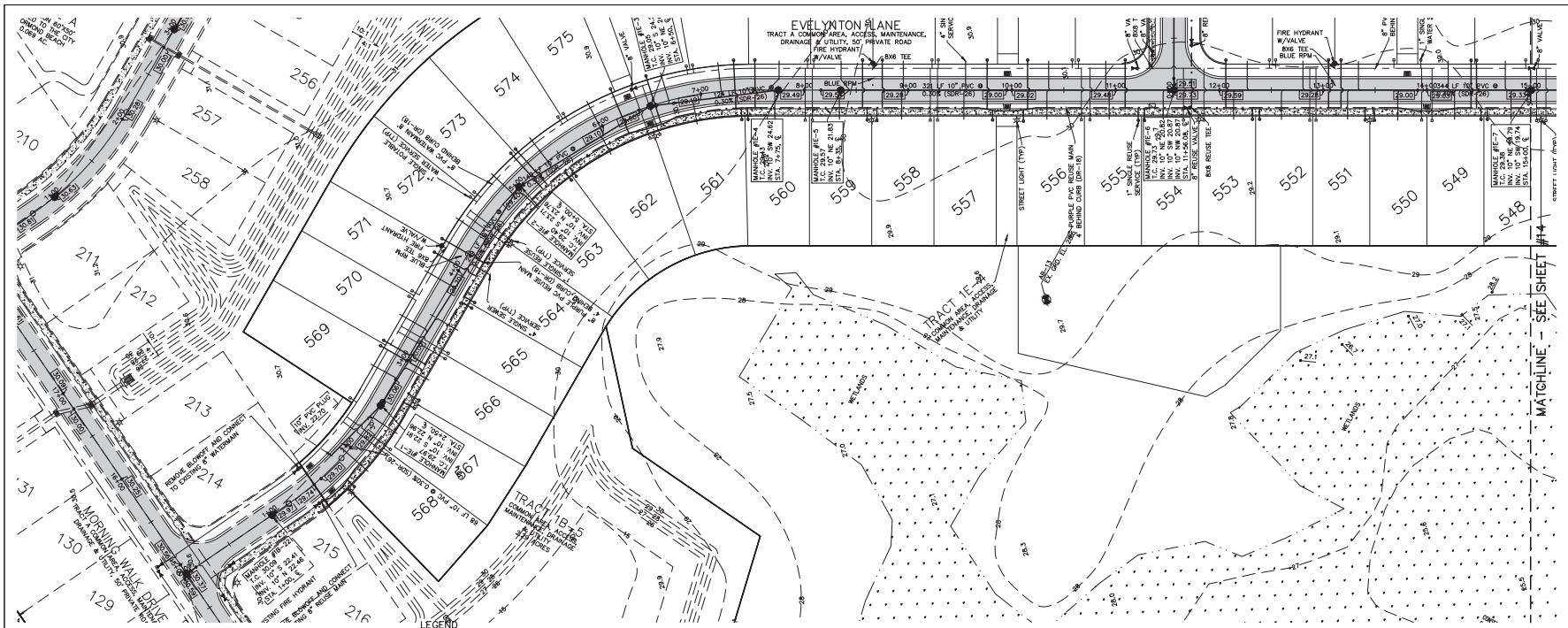
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

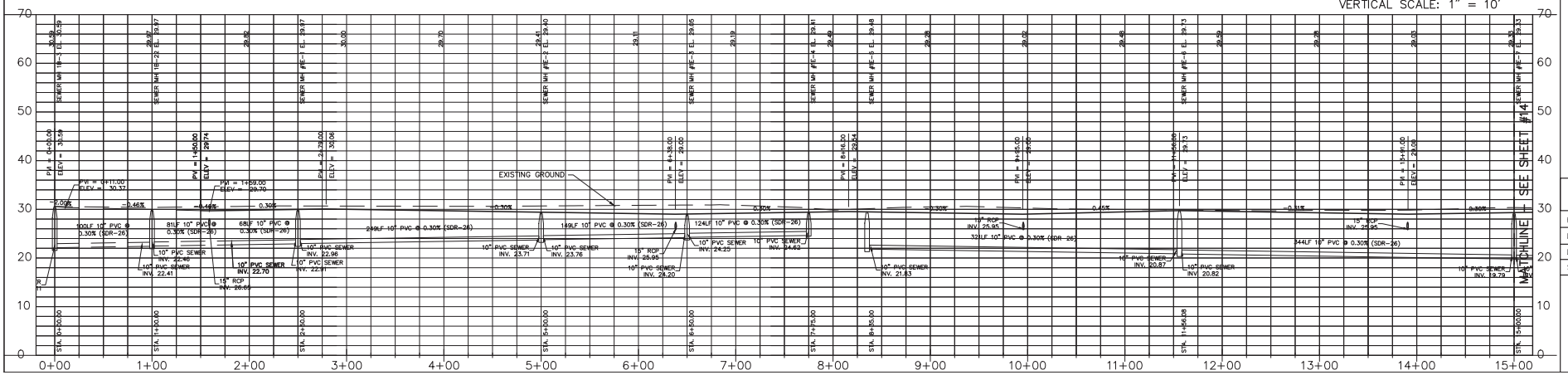
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

UTILITY PLAN

12
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'





NO.	DATE	DESCRIPTION	BY
		REVISIONS	

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PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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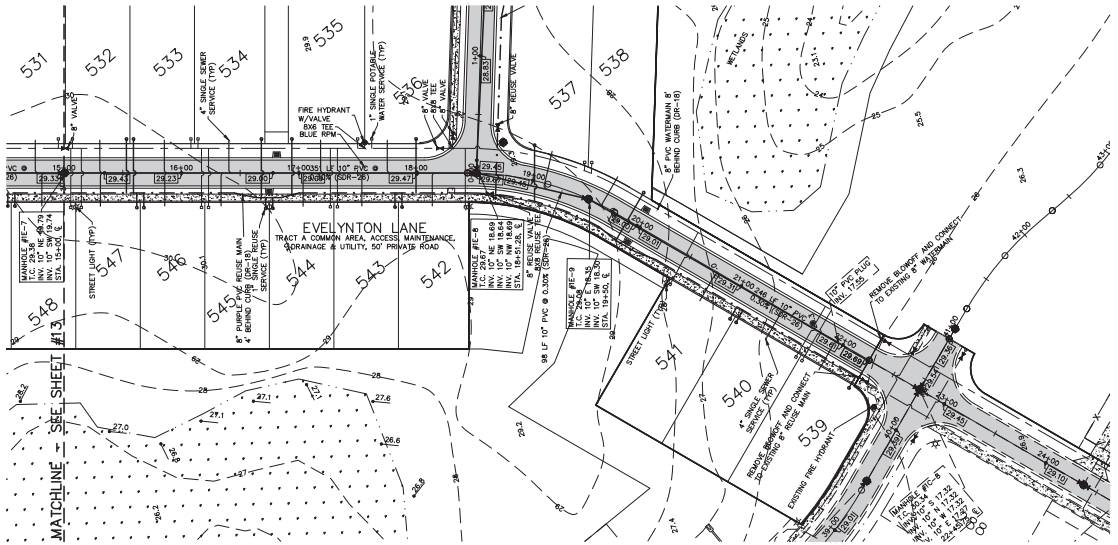
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

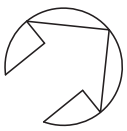
FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

EVELYTON LANE
STA. 1+50.00 - STA. 15+00.00

13
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



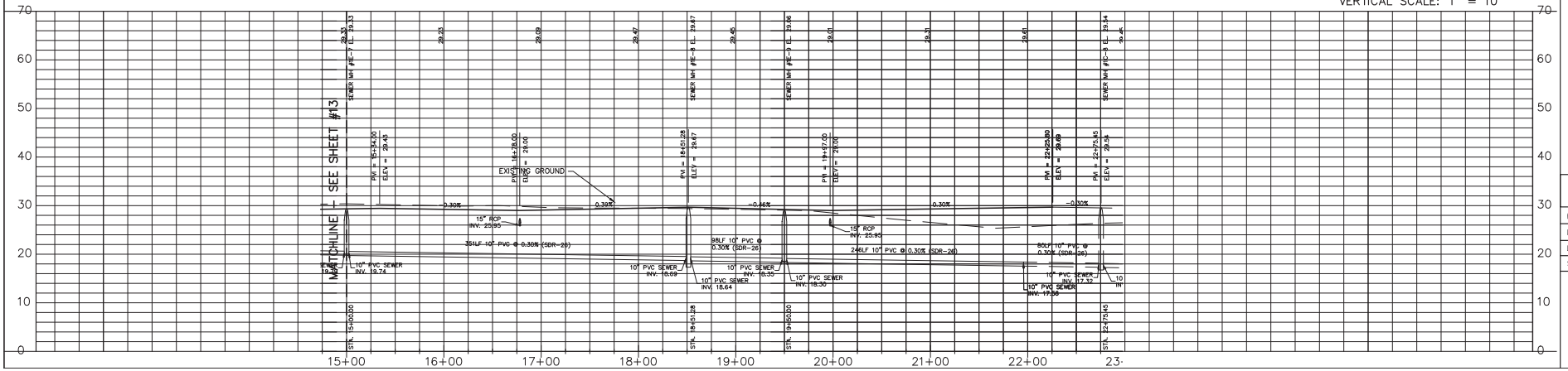


GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

LEGEND

- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- 1" SINGLE POTABLE WATER SERVICE
- 1" SINGLE REUSE WATER SERVICE
- 4" SINGLE SERVICE SEWER LATERAL

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



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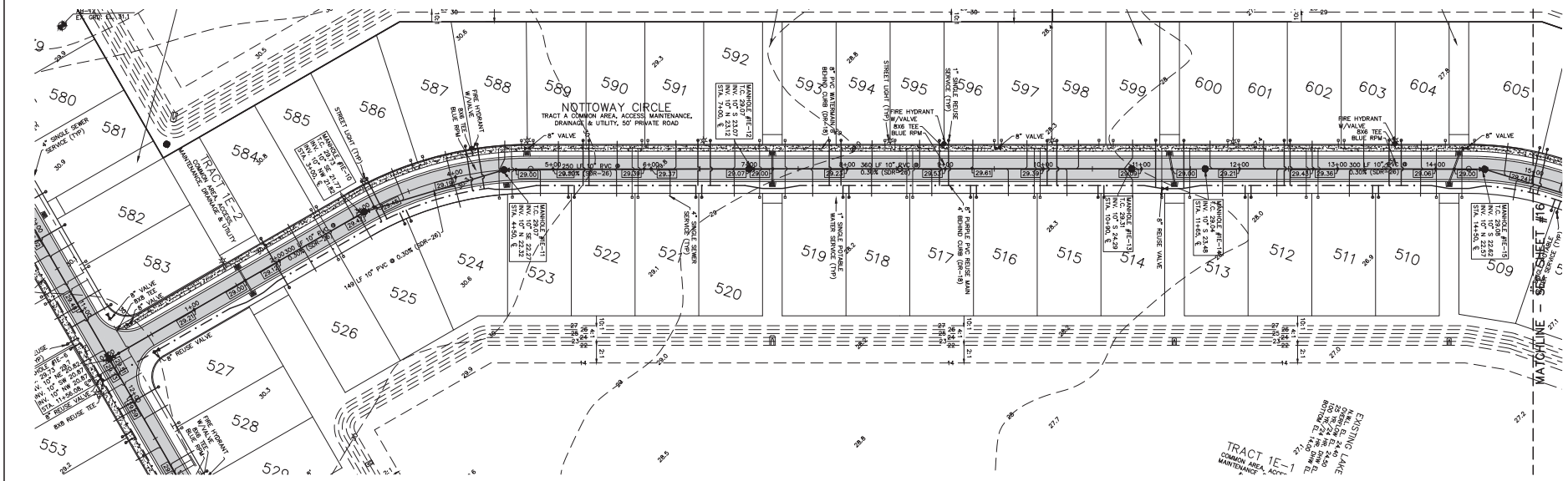
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
EVELYNTON LANE
STA. 15+00.00 – STA. 22+25.80

14
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'

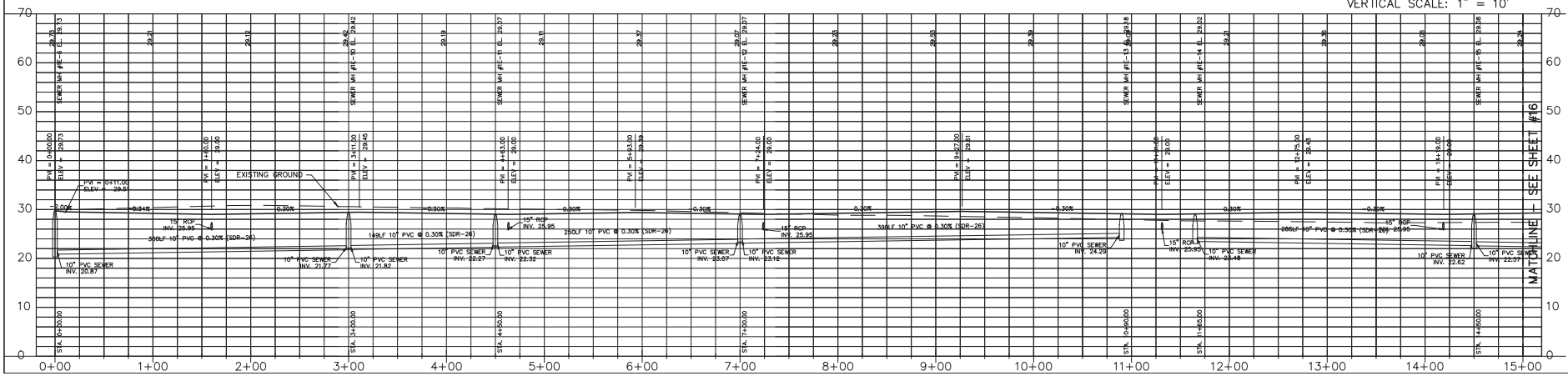




GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

LEGEND
- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- 1" SINGLE POTABLE WATER SERVICE
- 1" SINGLE REUSE WATER SERVICE
- 4" SINGLE SERVICE SEWER LATERAL

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



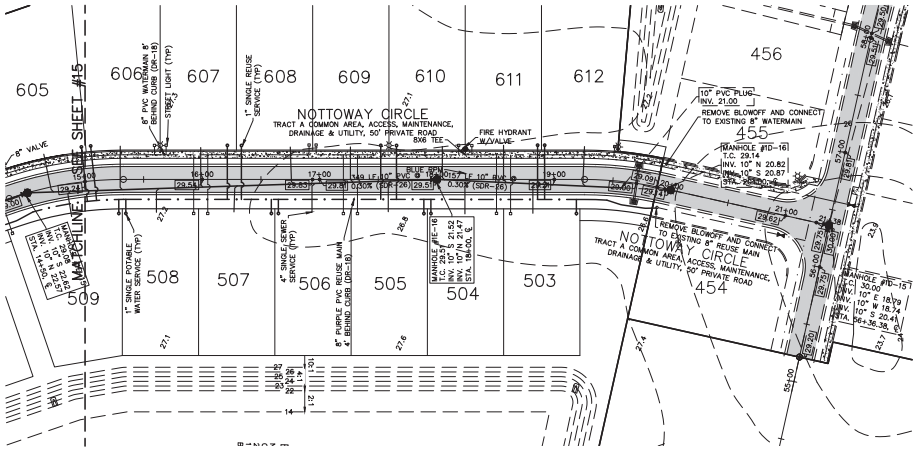
NO.	DATE	DESCRIPTION	BY
		REVISIONS	

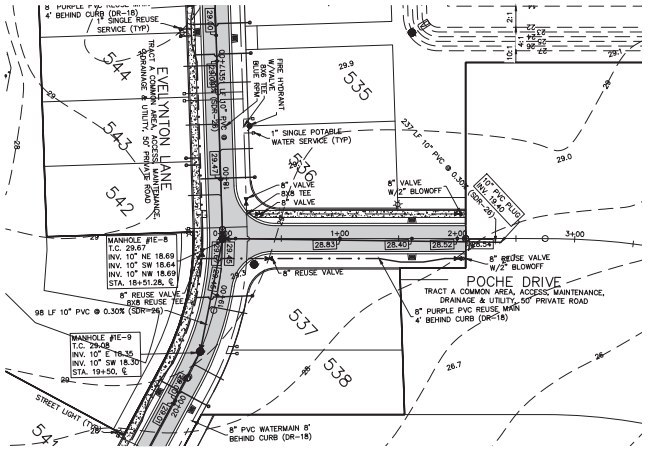
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
NOTTOWAY CIRCLE
STA. 0+00.00 - STA. 15+00.00

15
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'

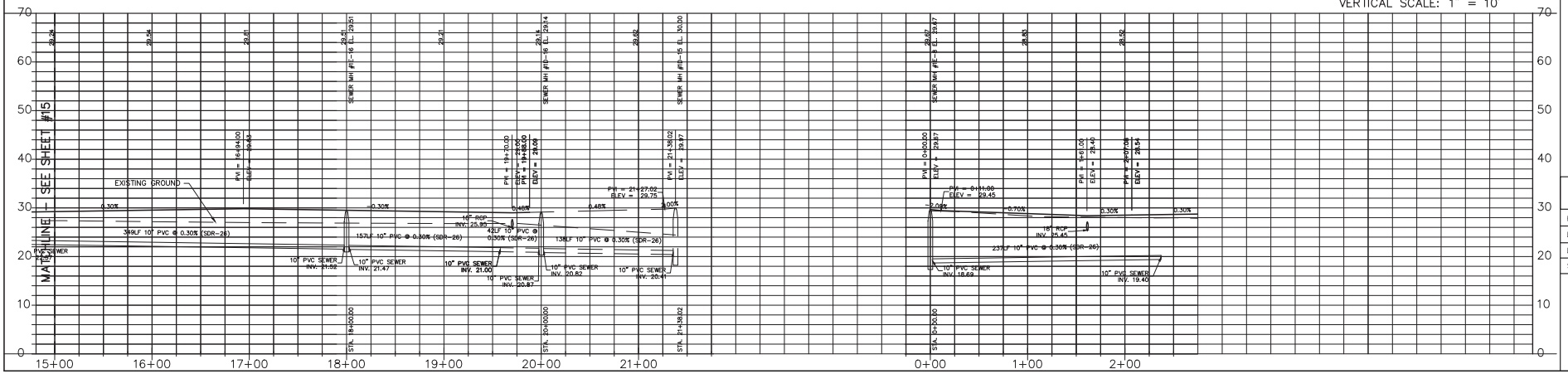




GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

LEGEND
- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- 1" SINGLE POTABLE WATER SERVICE
- 1" SINGLE REUSE WATER SERVICE
- 4" SINGLE SERVICE SEWER LATERAL

HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



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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 REVISIONS	BY

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA
NOTTOWAY CIRCLE
STA. 15+00.00 – STA. 19+88.00
POCHE DRIVE
STA. 0+00.00 – STA. 2+07.00

16
SHEET NO.

File No: FV1E utility.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 50'



NO. | DATE | DESCRIPTION | BY
REVISIONS

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

LANDSCAPE INFORMATION SHEET

29
SHEET NO.

File No: FV1E demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: 1" = 100'

PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	TA	74	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL., 12"-15" SPD. 20" O.C.
	ZP*	6	ZAMIA PUMILA	COONTIE	3 GAL., 24" HT. MIN. 36" O.C.
	VO	7	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3 GAL., 24" HT. MIN. 30" O.C.
	VS	20	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	PM	5	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	7 GAL., 30" O.C. 24" HT., MIN.
	LJ	15	LIGUSTRUM JAPONICUM	LIGUSTRUM	3 GAL., 30" O.C. 24" HT., MIN.
	SR	4	STRELITZIDO REGINAE	BIRD OF PARADISE	3 GAL., 30" O.C. 24" HT., MIN.
	IV*	17	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
	IA*	2	ILEX X ATTENUATA	EAST PALATKA HOLLY	2 1/2" CALIPER 10' HT.
	QV*	1	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 10' HT. 2.5" MIN. CAL.
	SP*	2	SABAL PALMETTO	CABBAGE PALM	14'-16' MIN. BOOTED/SLICK TRUNK
	MG*	1	MAGNOLIA GRANDIFLORA "LITTLE GEM"	SOUTHERN MAGNOLIA	30 GAL., 10' HT., 2.5" MIN. CAL.
SOD			ST. AUGUSTINE "FLORATAM" SOLID SOD (SQ. FT.)		

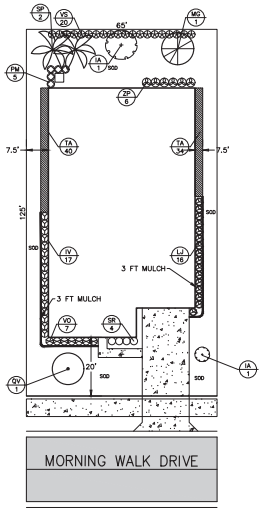
* DENOTES NATIVE PLANT SPECIES

PLANT MATERIAL WILL FOLLOW THE VOLUSIA COUNTY ORDINANCE PER THE APPROVED PUD DEVELOPMENT AGREEMENT 12/4/2002 AND 01-27-2012.

NOTE: 1 TREE/2500 S.F. REQUIRED 25% CAN BE PALM TREES AT 2 PALMS/TREE

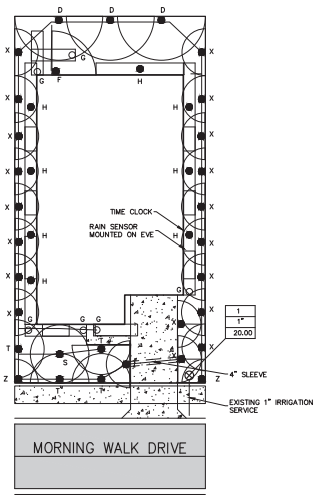
NOTE:

1. TYPICAL LANDSCAPE AND IRRIGATION FOR INDIVIDUAL LOTS WILL BE PLANTED AS PER THE APPROVED DRAWINGS WITHIN THE PUD AGREEMENT 1-27-2012.
2. EACH LOT REQUIRES 1 TREE PER 2,500 SQUARE FEET OF LOT AREA.



TYPICAL LANDSCAPE PLAN
1" = 20'

TREES PROVIDED PER LOT = 5



TYPICAL IRRIGATION PLAN
1" = 20'

NOTE: LOT TO USE MULTIPLE ZONES

LOT TREES REQUIRED

LOT #	AREA	TREES REQUIRED 1/2500 S.F.
501	7,500	3
502	7,500	3
503	7,500	3
504	7,500	3
505	7,500	3
506	7,500	3
507	7,500	3
508	7,521	3
509	8,079	3
510	7,500	3
511	7,500	3
512	7,500	3
513	7,500	3
514	7,500	3
515	7,500	3
516	7,500	3
517	7,500	3
518	7,500	3
519	7,500	3
520	7,500	3
521	7,500	3
522	7,500	3
523	7,500	3
524	7,500	3
525	9,499	4
526	9,106	4
527	8,125	3
528	8,531	3
529	7,500	3
530	7,500	3
531	6,875	3
532	6,875	3
533	6,875	3
534	6,875	3
535	7,500	3
536	7,500	3
537	9,021	4
538	9,231	4
539	8,700	3
540	9,444	4
541	8,125	3
542	8,125	3
543	7,500	3
544	7,500	3
545	7,500	3
546	7,500	3
547	7,500	3
548	7,500	3
549	7,500	3
550	7,500	3
551	7,500	3
552	7,500	3
553	7,500	3
554	7,500	3
555	7,500	3
556	7,500	3
557	7,500	3
558	7,500	3
559	7,500	3
560	7,595	3
561	8,652	3
562	8,750	3
563	8,750	3
564	7,913	3
565	6,875	3
566	6,875	3
567	7,446	3
568	7,663	3
569	7,414	3
570	6,875	3
571	6,875	3
572	8,309	3
573	8,995	3
574	8,995	3
575	8,995	3
576	8,995	3
577	8,995	3
578	7,330	3
579	7,500	3
580	7,500	3
581	7,500	3
582	6,875	3
583	6,535	3
584	8,125	3
585	7,818	3
586	8,603	3
587	9,293	4
588	8,982	3
589	7,548	3
590	7,500	3
591	7,500	3
592	7,500	3
593	7,500	3
594	7,500	3
595	7,500	3
596	7,500	3
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598	7,500	3
599	7,500	3
600	7,500	3
601	7,500	3
602	7,500	3
603	7,500	3
604	8,125	3
605	8,482	3
606	7,500	3
607	7,500	3
608	7,500	3
609	7,500	3
610	7,500	3
611	7,500	3
612	7,648	3
TOTAL TREES		341

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

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FOUNTAIN VIEW PHASE 1E
ORMOND BEACH * FLORIDA

OVERALL LOT LANDSCAPE PLAN

30
SHEET NO.

File No: FV1E demo.dwg
Drawn By:
Date: 1/20/2024
SCALE: AS SHOWN

C:\Users\Office\Desktop\Projects Local\Plantation Oaks Unit 1 & 1A\1 FV\Drawings Dir\FV1E demo.dwg, 2/9/2024 9:05:09 AM, JPeo, 1= 40'.pc3

ATTACHMENT 4

Ordinance 2022-16, Plantation Oaks PRD Amendment

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (P22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

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 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
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PORT ORANGE, FL. 32127
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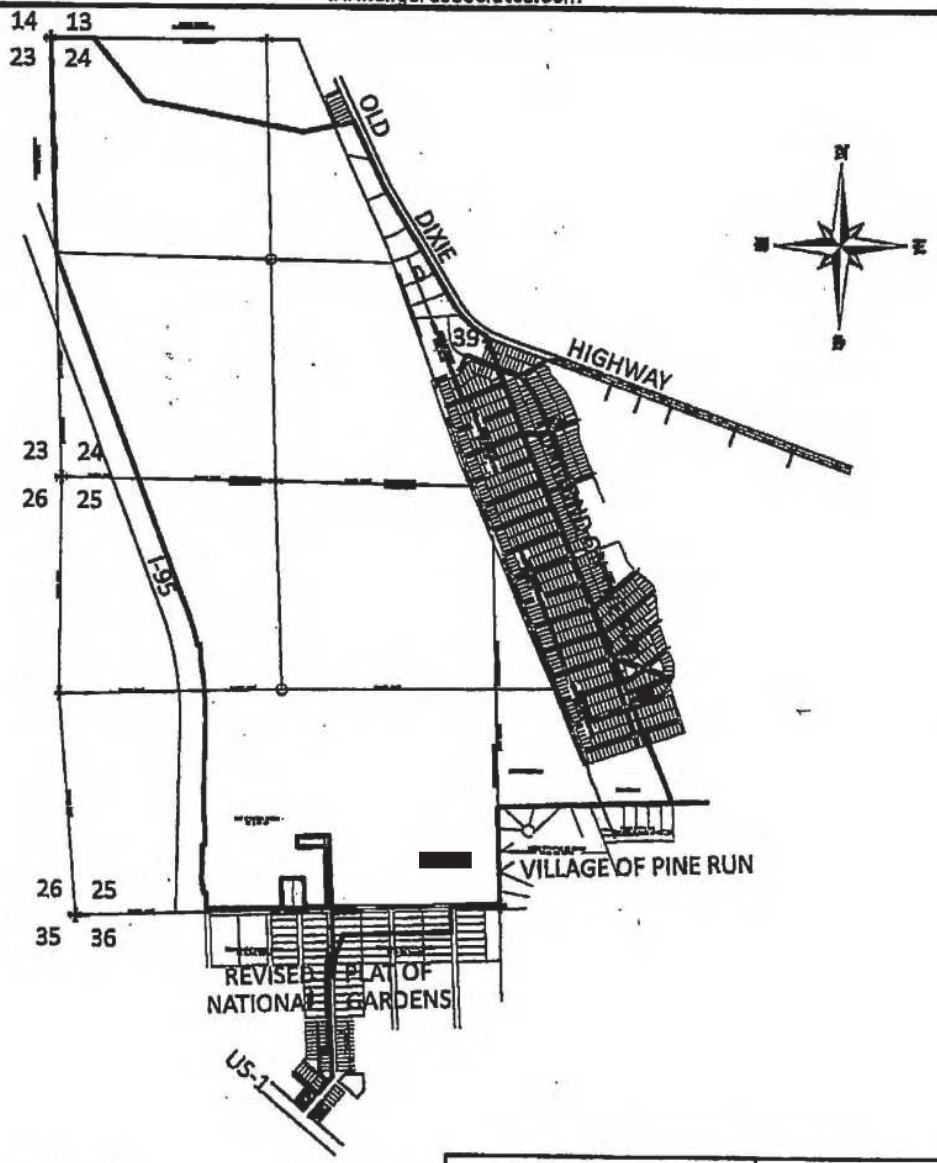

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°16'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'08"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'08"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 167; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
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LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
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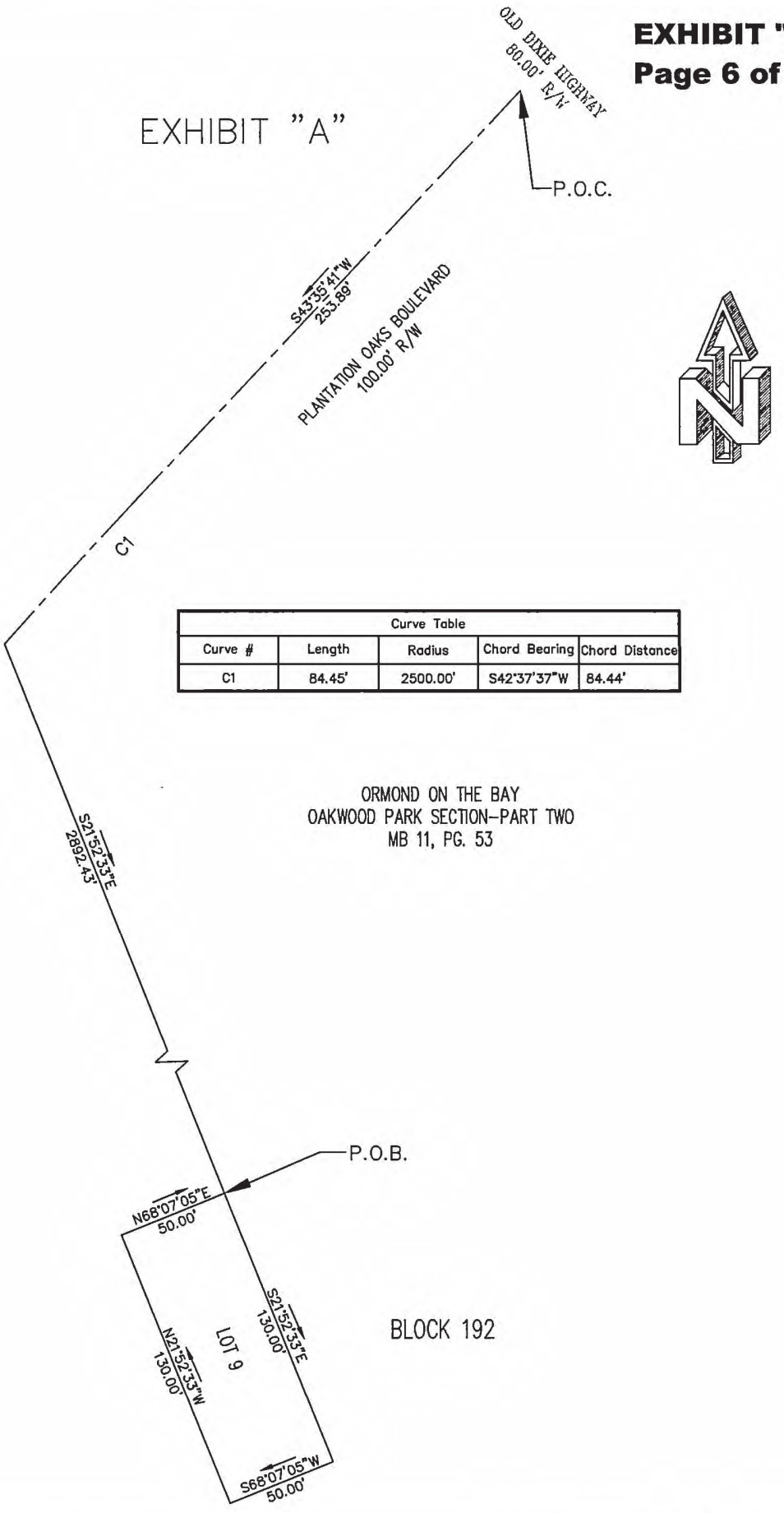
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY:

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LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET: THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

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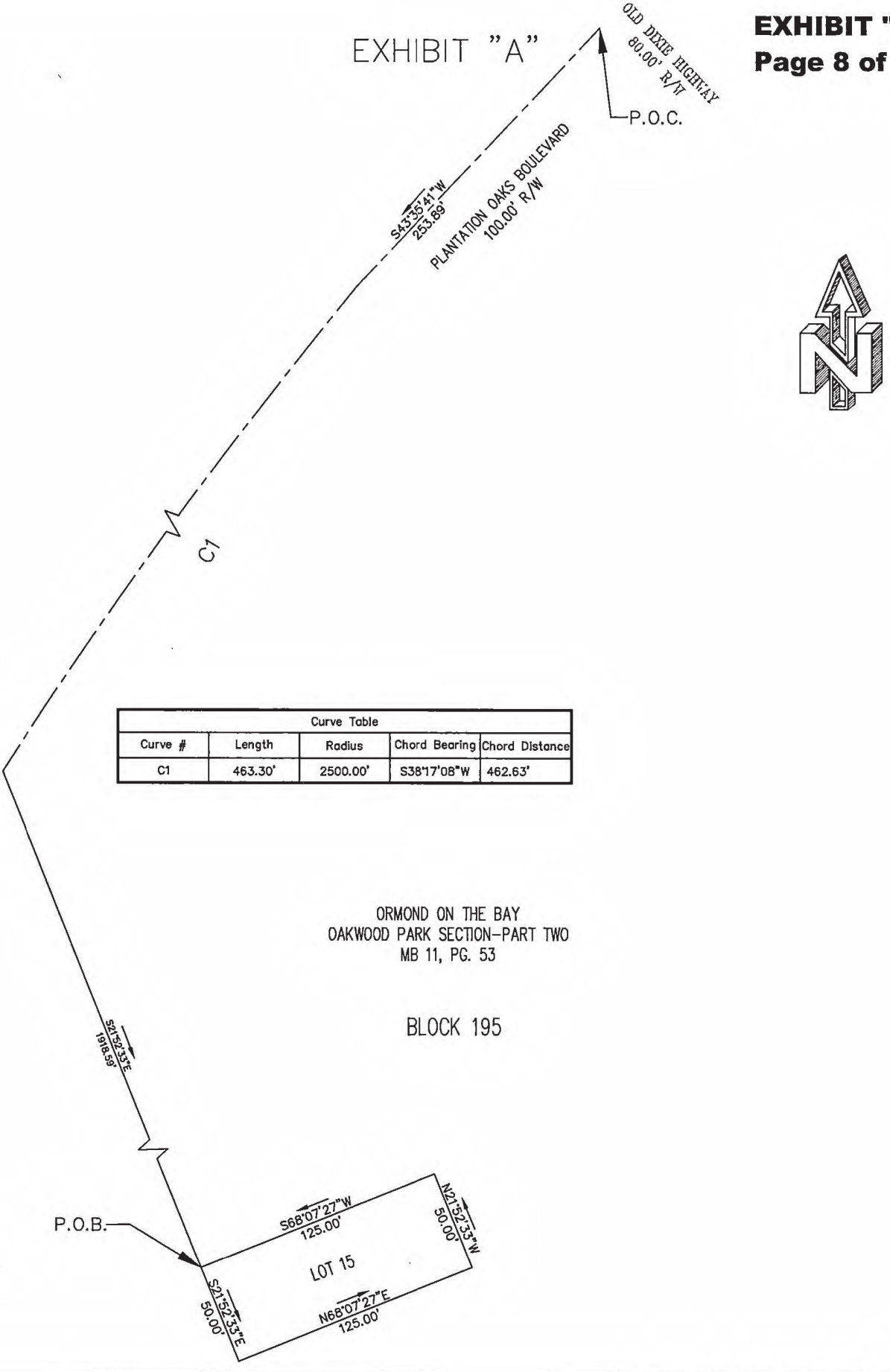
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CM

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LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: JC

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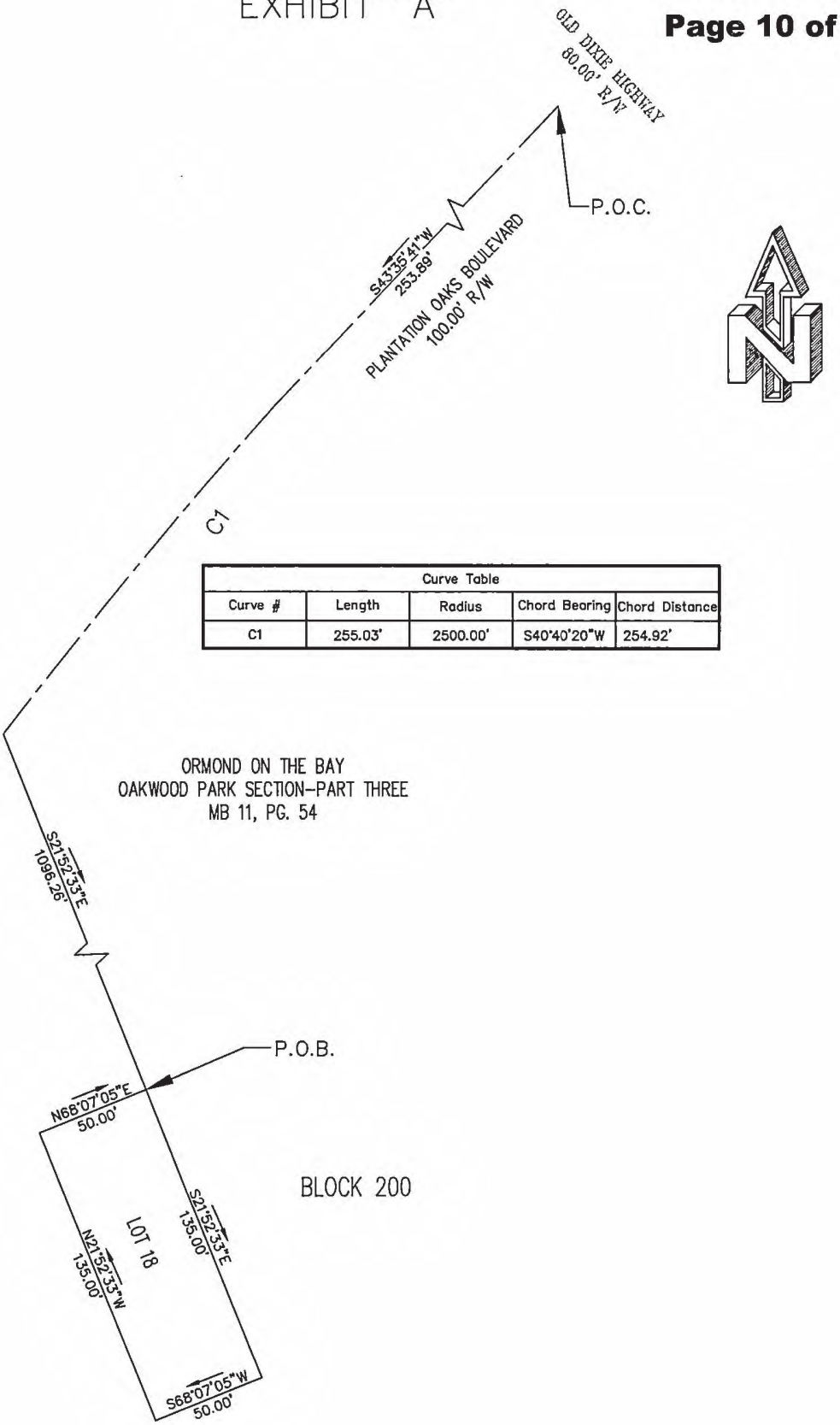
EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CC

Instrument #20221403339 #15 Book:8268 Page:2912

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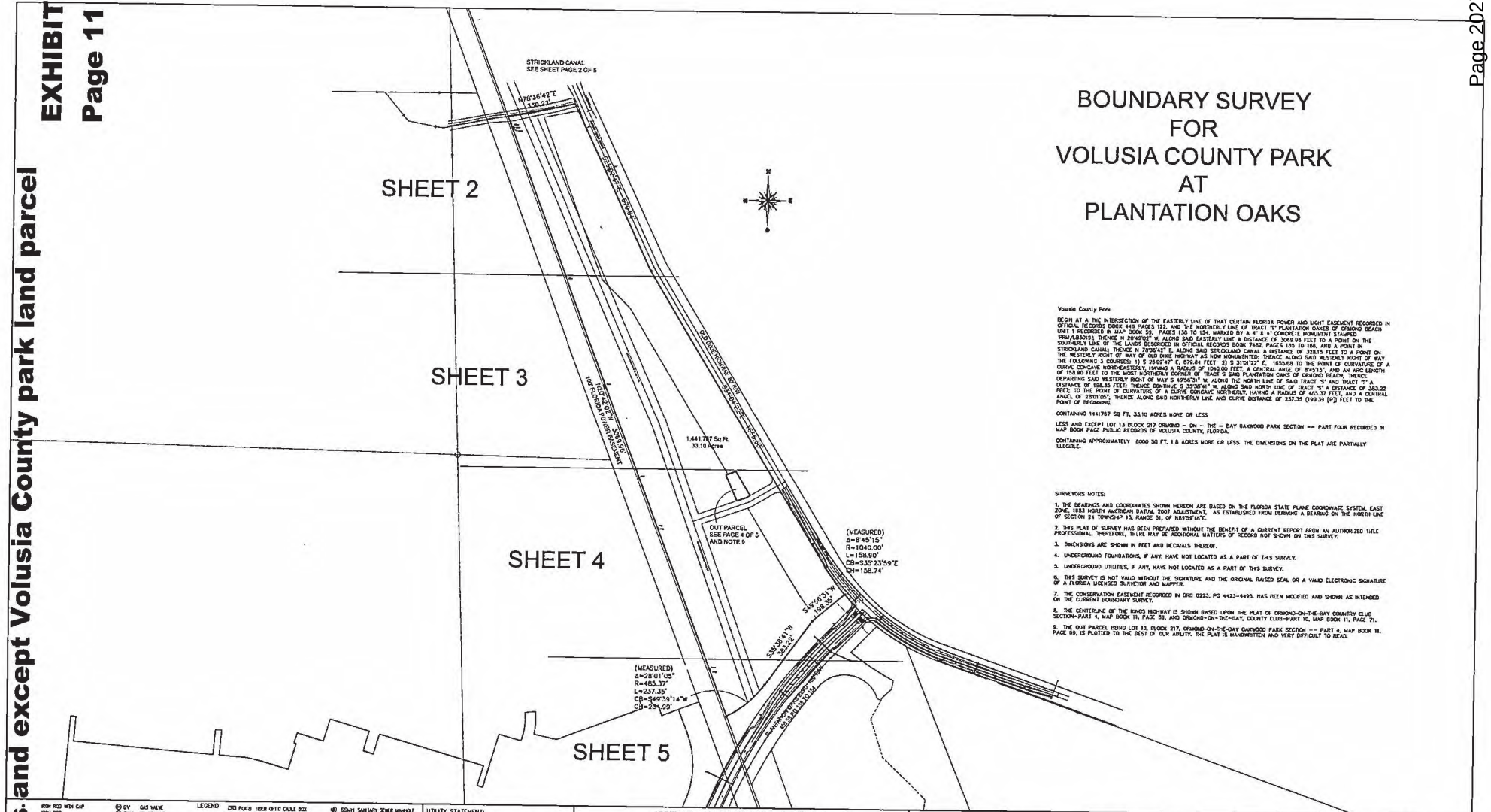
Less and except Volusia County park land parcel

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN at a TNC in the INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 448 PAGES 122, AND THE NORTHERLY LINE OF TRACT "I" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019; THENCE N 29°43'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3089.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 79°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°02'47" E, 879.84 FEET 2) S 31°01'22" E, 1855.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 363.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 485.37 FEET AND A CENTRAL ANGEL OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.33 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 15, RANGE 31, OF N89°56'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 89, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 89, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	DV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
IRON ROD	RUV	RELIEF VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	ETMH	ELECTRIC TRAP MANHOLE
IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
FD "X"CUT IN CONCRETE	GM	GAS METER	SGN	SIGN	CO	CLEAN OUT
CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	RELIEF BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE		WETLANDS LOCATION
SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00'	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	BLDG	BUILDING	GM	GAS LINE MARKER	LP	LIGHT POLE
IRC	IRON ROD & CAP	BB	BAR BOOK	D	CENTRAL ANGLE	PP	POWER POLE
IR	IRON ROD (NO CAP)	PO	POINT	R	RADIUS	PVC	POLYVINYL CHLORIDE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RCP	REINFORCED
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	OHW	OVERHEAD WIRE
MW	MONITORING WELL	(R)	RADIAL	NTS	NOT TO SCALE	IV	IRRIGATION VALVE
ID	IDENTIFICATION	(NR)	NON RADIAL	RNPE	NON RIGID POLYETHYLENE PIPE	WV	WATER VALVE
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	RELIEF VALVE
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT
RGE	RANGE	℄	CENTERLINE	VCP	VITRIFIED CLAY PIPE	TC	TOP CORNER

-FO-	BURIED FIBER OPTIC CABLE	-W-	BURIED WATER LINE	-X-	FENCE	SCM	SECTION CORNER MARKED
-T-	BURIED TELEPHONE CABLE	-E-	BURIED ELECTRIC LINE	-G-	GAS LINE	NAIL	NAIL & DISK
-E-	BURIED ELECTRIC LINE	-G-	BURIED GAS LINE	-OHW-	OVERHEAD WIRE	FND	FOUND
-G-	BURIED GAS LINE	-TV-	BURIED TELEVISION LINE	-SAN-	SANITARY SEWER LINE	IRC	IRON ROD & CAP
-TV-	BURIED TELEVISION LINE	-FO-	BURIED FIBEROPTIC	-W-	WATER LINE	IR	IRON ROD
-FO-	BURIED FIBEROPTIC	-OHW-	AERIAL UTILITY LINE	-STM-	STORM WATER LINE	IPC	IRON PIPE & CAP
-OHW-	AERIAL UTILITY LINE	-ST-	STORM WATER LINE	FPL ☼	FLORIDA POWER & LIGHT COMPANY	IP	IRON PIPE
-ST-	STORM WATER LINE	A/C	AIR CONDITIONER	NGVD	NATIONAL GEODETIC VERTICAL DATUM	CM	CONCRETE MONUMENT
A/C	AIR CONDITIONER	FNC	FENCE	NAVD	NORTH AMERICAN VERTICAL DATUM	PRM	PERMANENT REFERENCE MONUMENT
FNC	FENCE	COW	CORE OF WATER	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PCP	PERMANENT CONTROL POINT
COW	CORE OF WATER	U.E.	UTILITY EASEMENT				
		A.E.	ACCESS EASEMENT				

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT, SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE		
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY		

OK24 8 — TREE SYMBOL — MULTIPLE TRUNKS

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE:210753.TXT
FIELD BOOK: 1409
PAGES:12, 17, 19, 21
SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–
BOUNDARY SURVEY	: 05-25-2021	– 21-0753	–	TJ	JD
TOPOGRAPHIC SURVEY	:	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–
RECERTIFICATION	:	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3621 MOYA Road
PONT ORANGE, FL 32127
(386) 761-5383
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH, DESCRIPTION	COUNTY OF VOLUSIA		21-0753
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

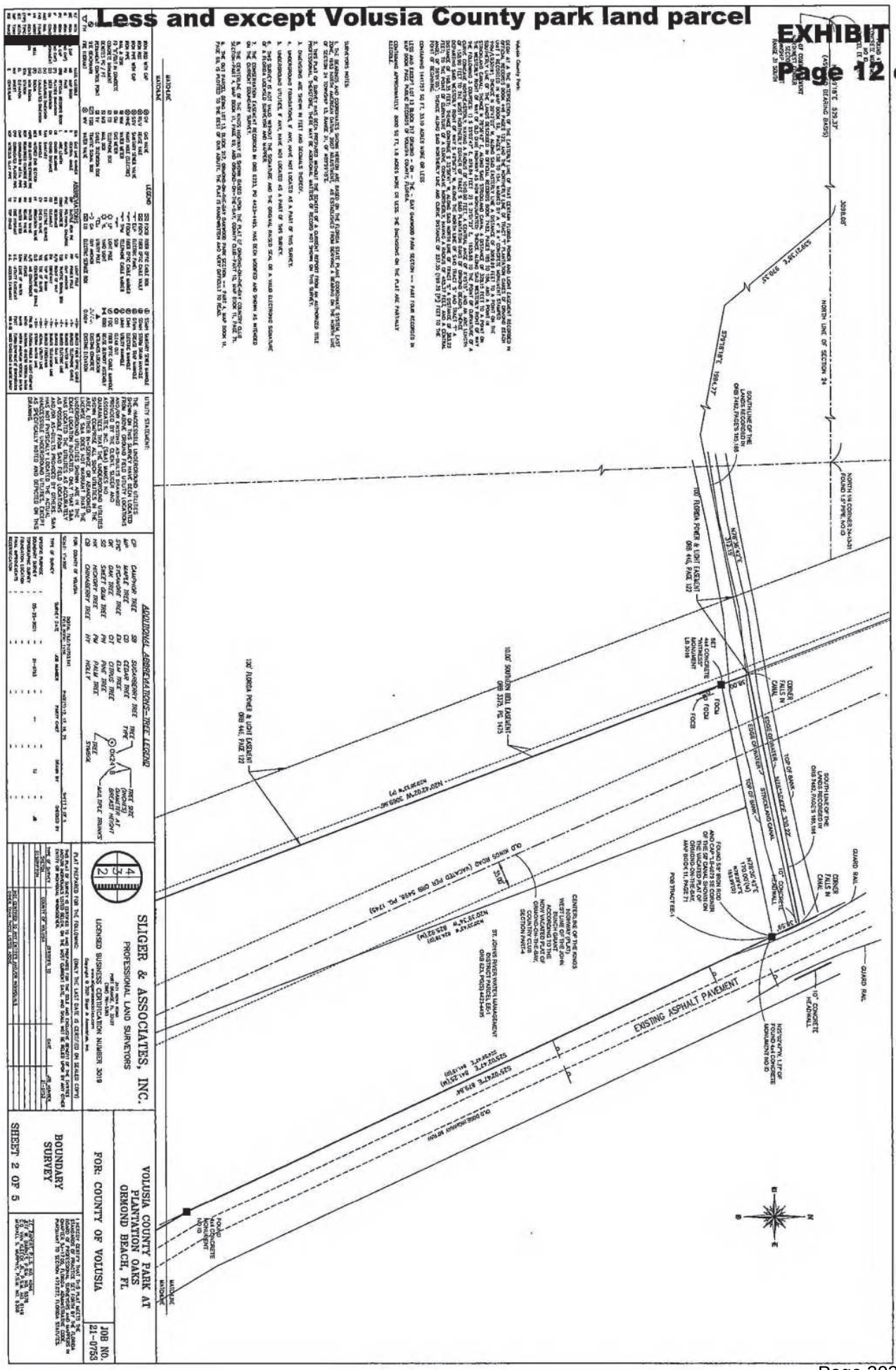
BOUNDARY SURVEY

SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

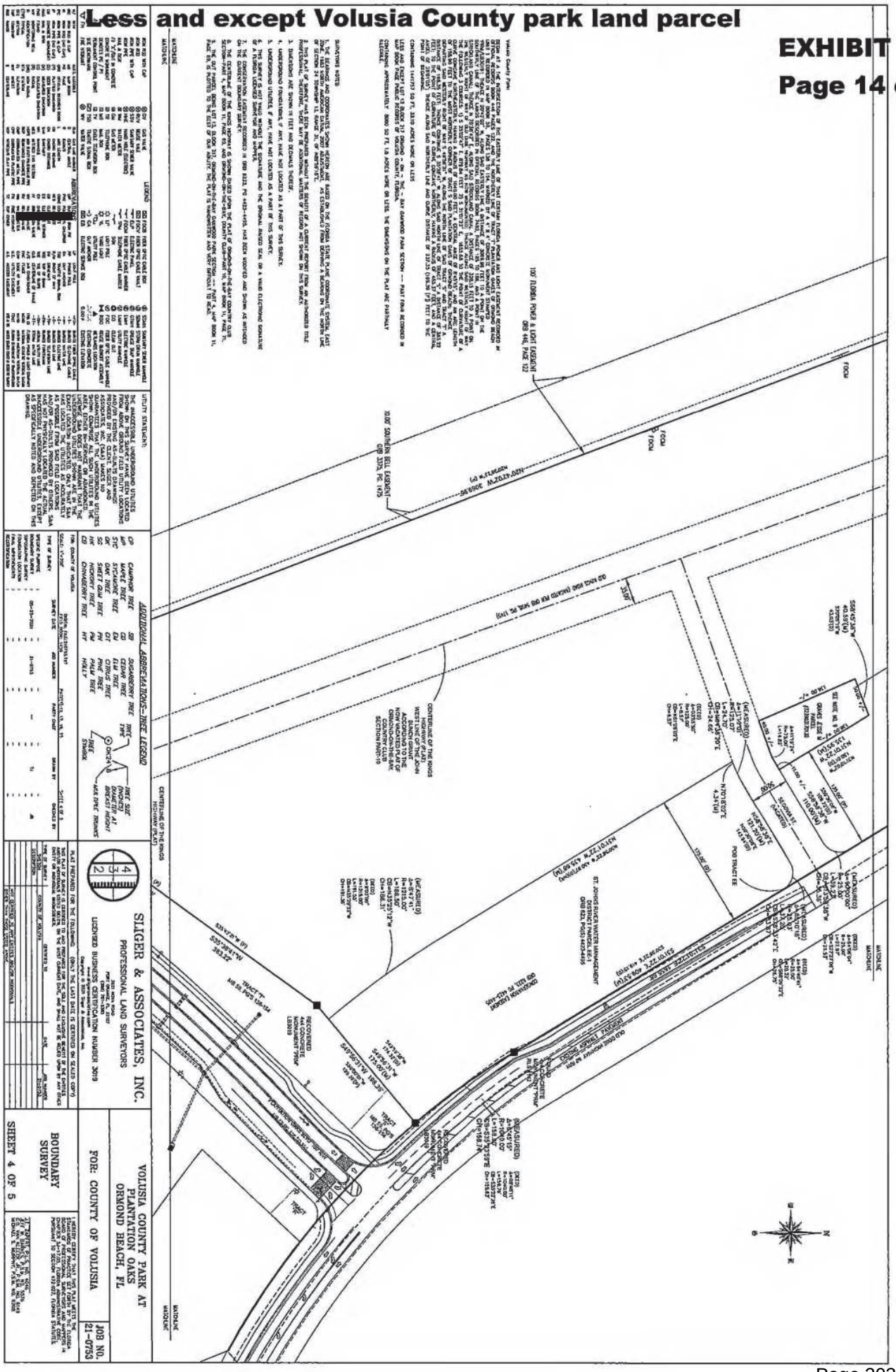
JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 6576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6200


Less and except Volusia County park land parcel
EXHIBIT "A"
Page 12 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
OLD DIXIE HIGHWAY (VACATED PER ORB 5458, PG. 1745)
130' FLORIDA POWER & LIGHT EASEMENT ORB 445, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3373, PG. 1433
EDGE OF WATER
TOP OF BANK
STRUCTURE CANAL
SOUTH LINE OF THE PLANTATION OAKS PLAT ORB 7462, PAGES 180-186
NORTH LINE OF SECTION 24
S19°19'E 329.37'
3038.08'
S79°19'E 1984.37'
N00°42'43"E 315.19'
CORNER FALLS IN CANAL
SET 4x4 CONCRETE MONUMENT WITNESS BRASS DISK LB 3019
FOUND 5/8" IRON ROD AND CAP STAMPED LB 3019
FOUND 5/8" IRON ROD AND CAP STAMPED LB 3019 AT THE SOUTHWEST CORNER OF THE VACATED PLAT OF PLANTATION OAKS AS RECORDED IN MAP BOOK 11, PAGE 71
POB TRACT ES-1
CENTERLINE OF THE ROADS (NOW VACATED PER ORB 5458, PG. 1745) WEST LINE OF THE JOHN FORBES GRANT ACCORDING TO THE ORMOND BEACH COUNTRY CLUB SECTION PART-4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL ES-1 ORB 4231, PGS3-4421-4459
S25°02'47"E 813.84'
S25°02'47"E 841.25'(M)
S25°02'47"E 841.18'(R)
N00°42'43"E 3060.90'
N00°42'43"E 3060.90'(M)
N00°42'43"E 3060.90'(R)
N37°39'34"W 834.92'(M)
N37°39'34"W 834.92'(R)
OLD DIXIE HIGHWAY 80'ROW
GUARD RAIL
10' CONCRETE HEADWALL
FOUND 4"DIA. 1.3' FOR CONCRETE MONUMENT NO.10
FOUND 4"DIA. 1.3' FOR CONCRETE MONUMENT NO.9
SOUTH LINE OF THE PLANTATION OAKS PLAT ORB 7462, PAGES 180-186
FOUND 5/8" IRON ROD AND CAP STAMPED LB 3019
FOUND 4"DIA. 1.3' FOR CONCRETE MONUMENT NO.8
N
S
E
W

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15

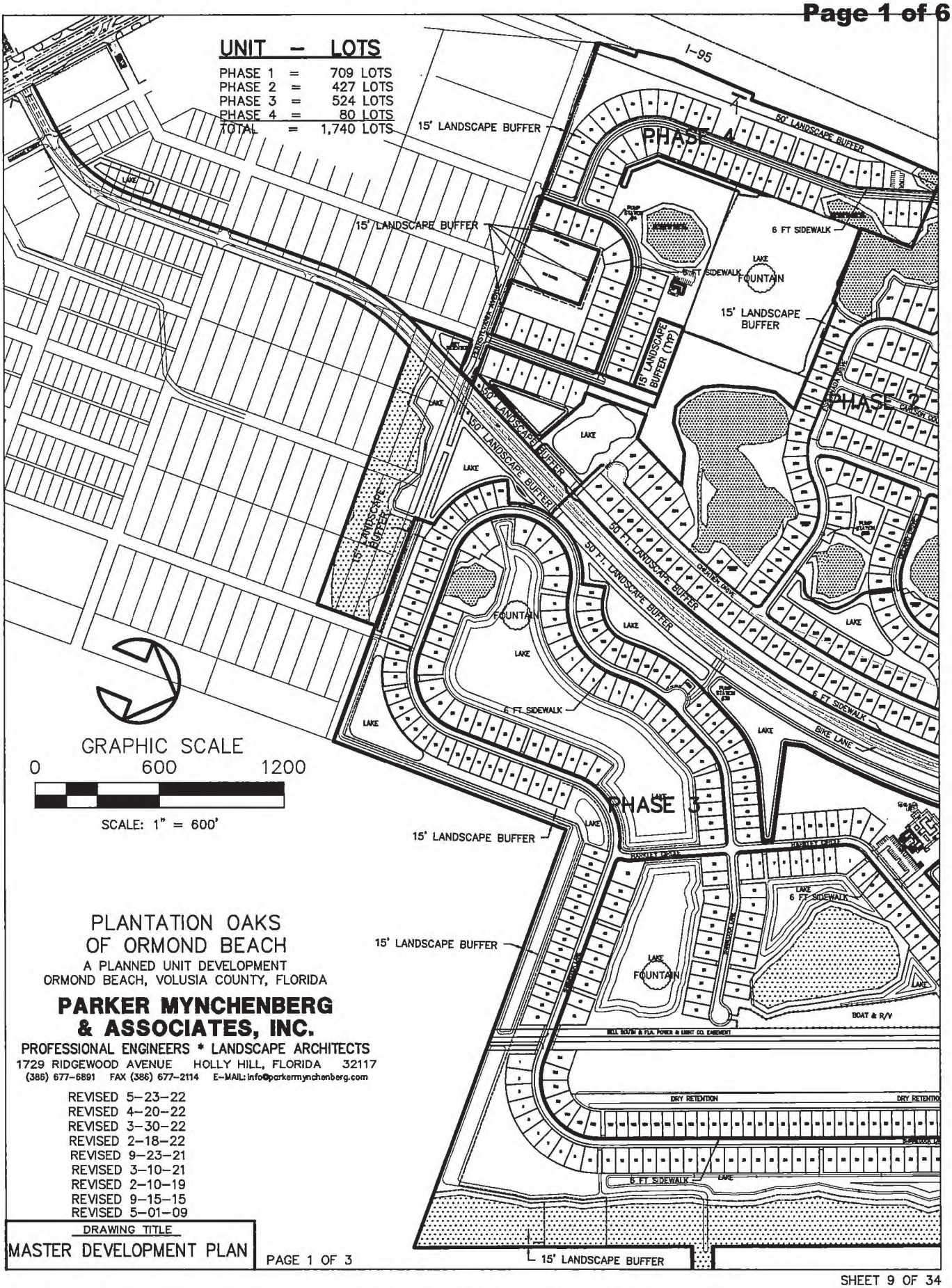

Less and except Volusia County park land parcel
EXHIBIT "A"
Page 14 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 4 OF 5

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 15 of 15

EXHIBIT "B"

~~Page 1 of 6~~



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

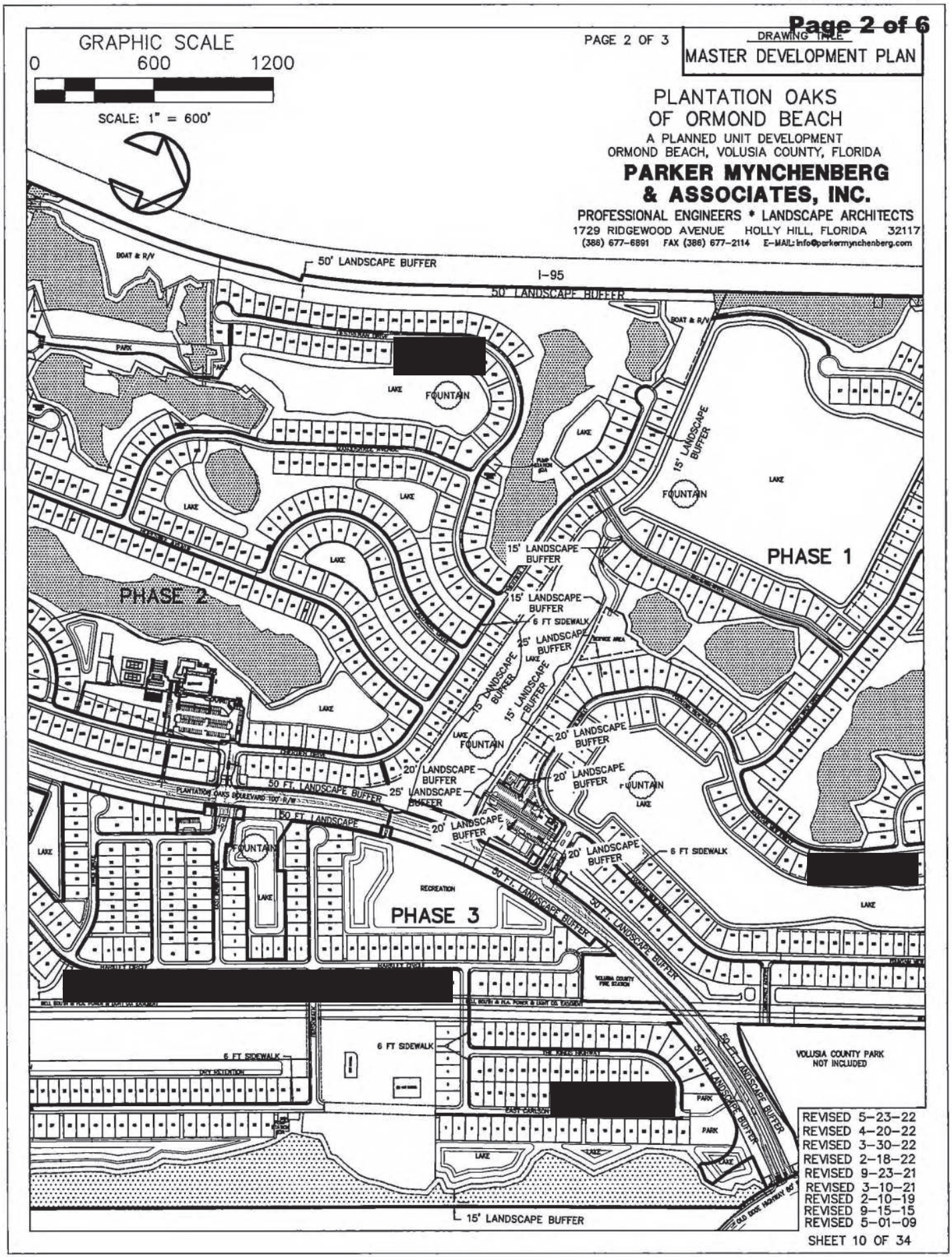
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"

Page 2 of 6



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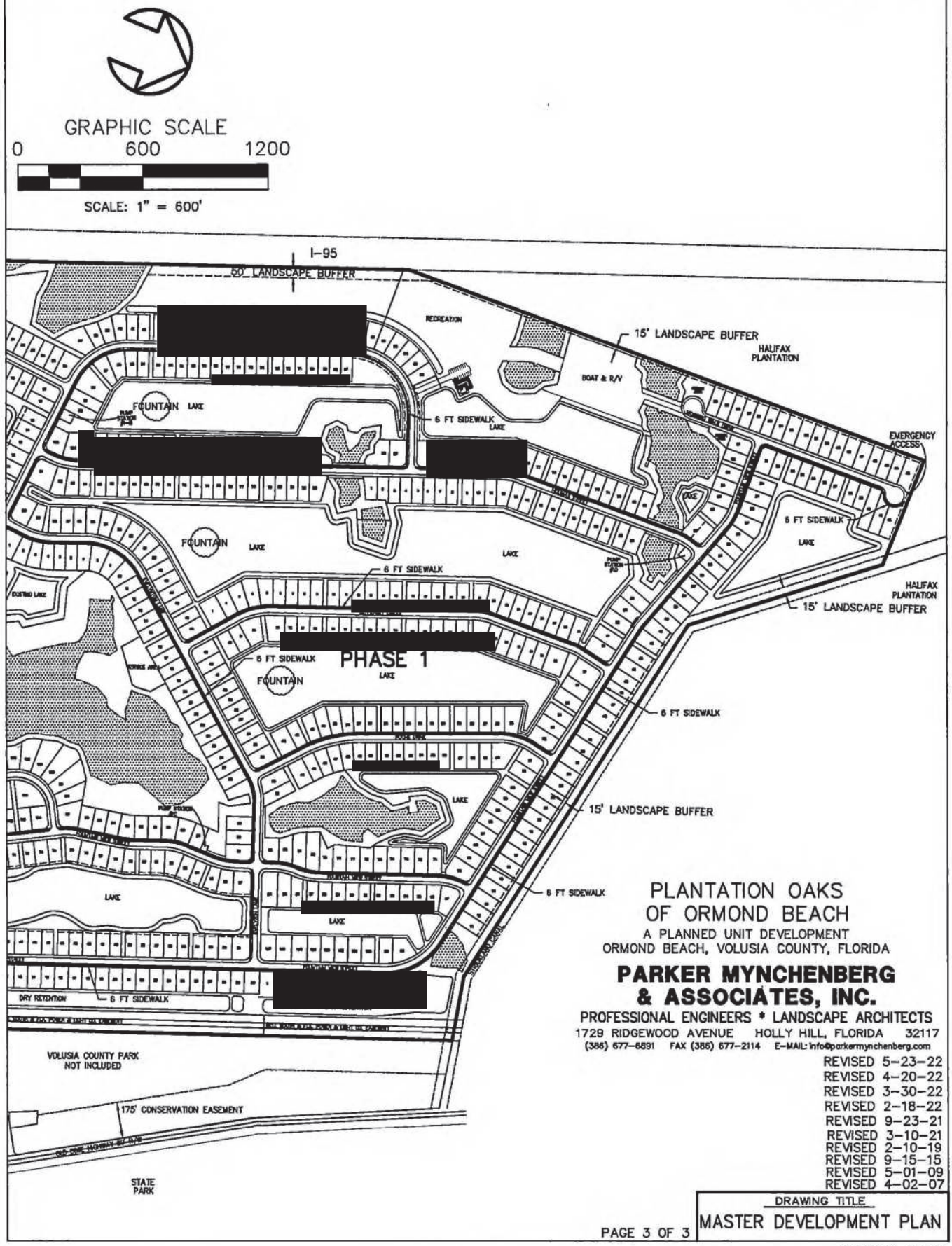

PLANTATION OAKS
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ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

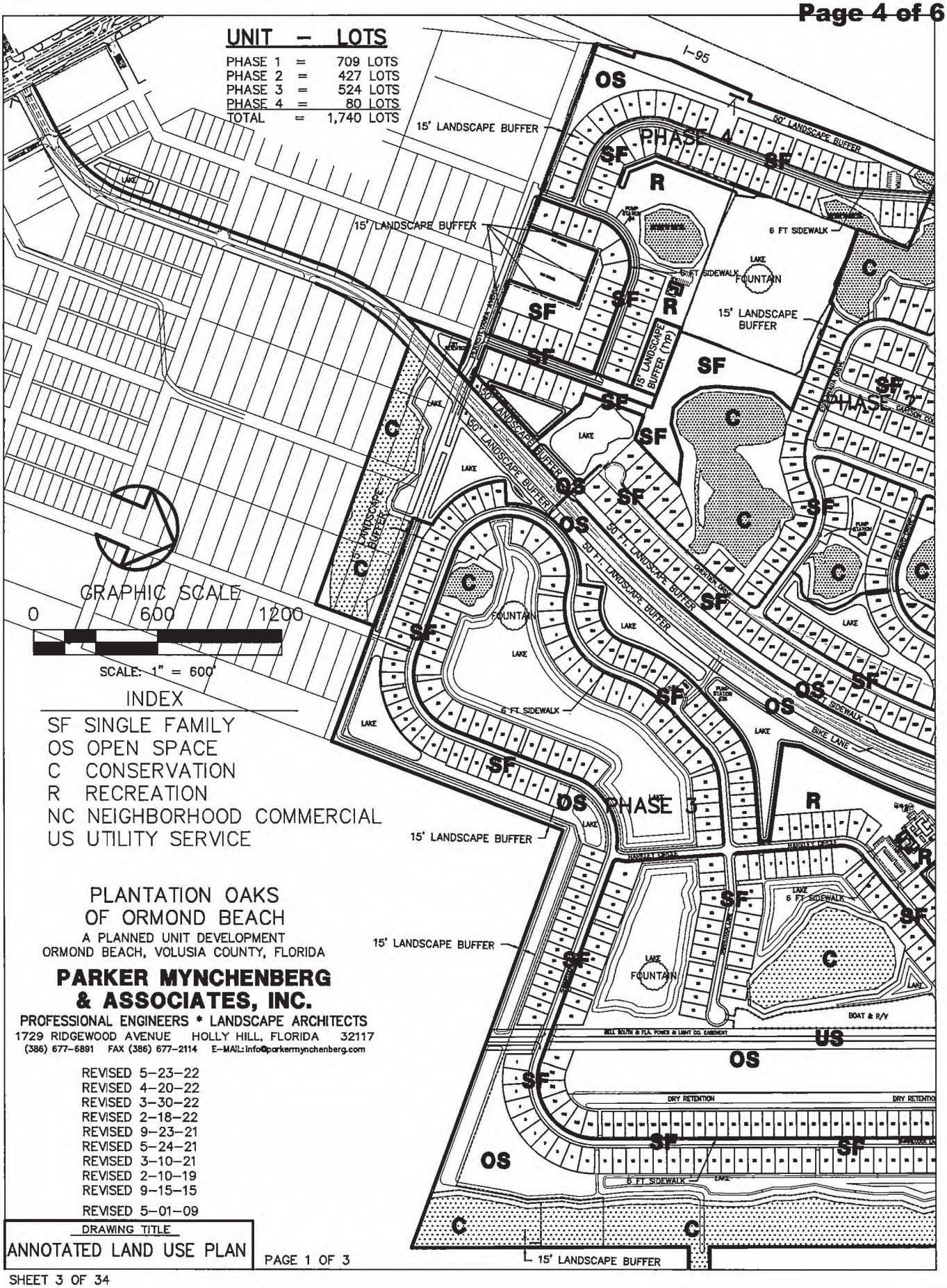
DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

Page 4 of 6



PLANTATION OAKS
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A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

Page 5 of 6

GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
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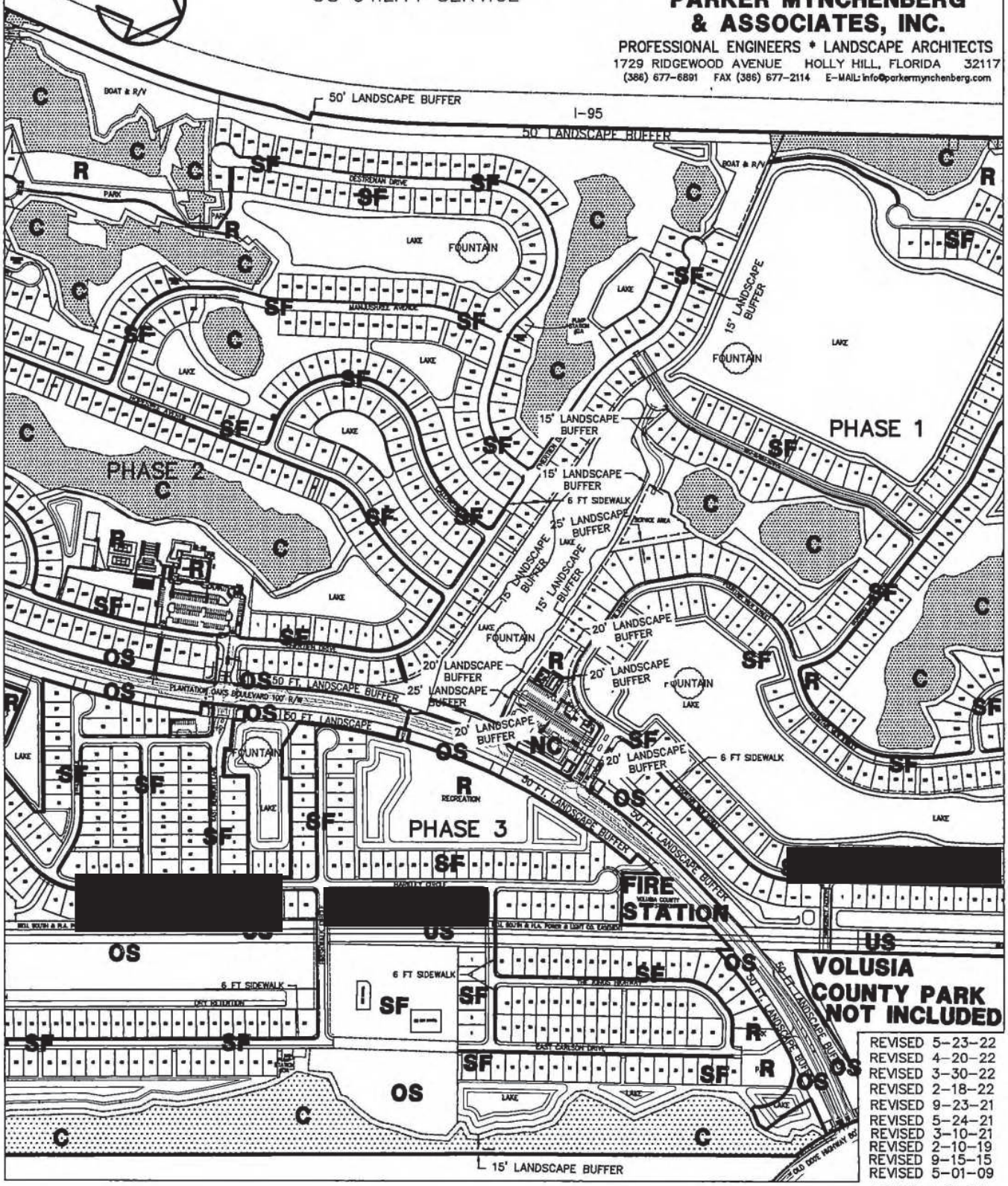

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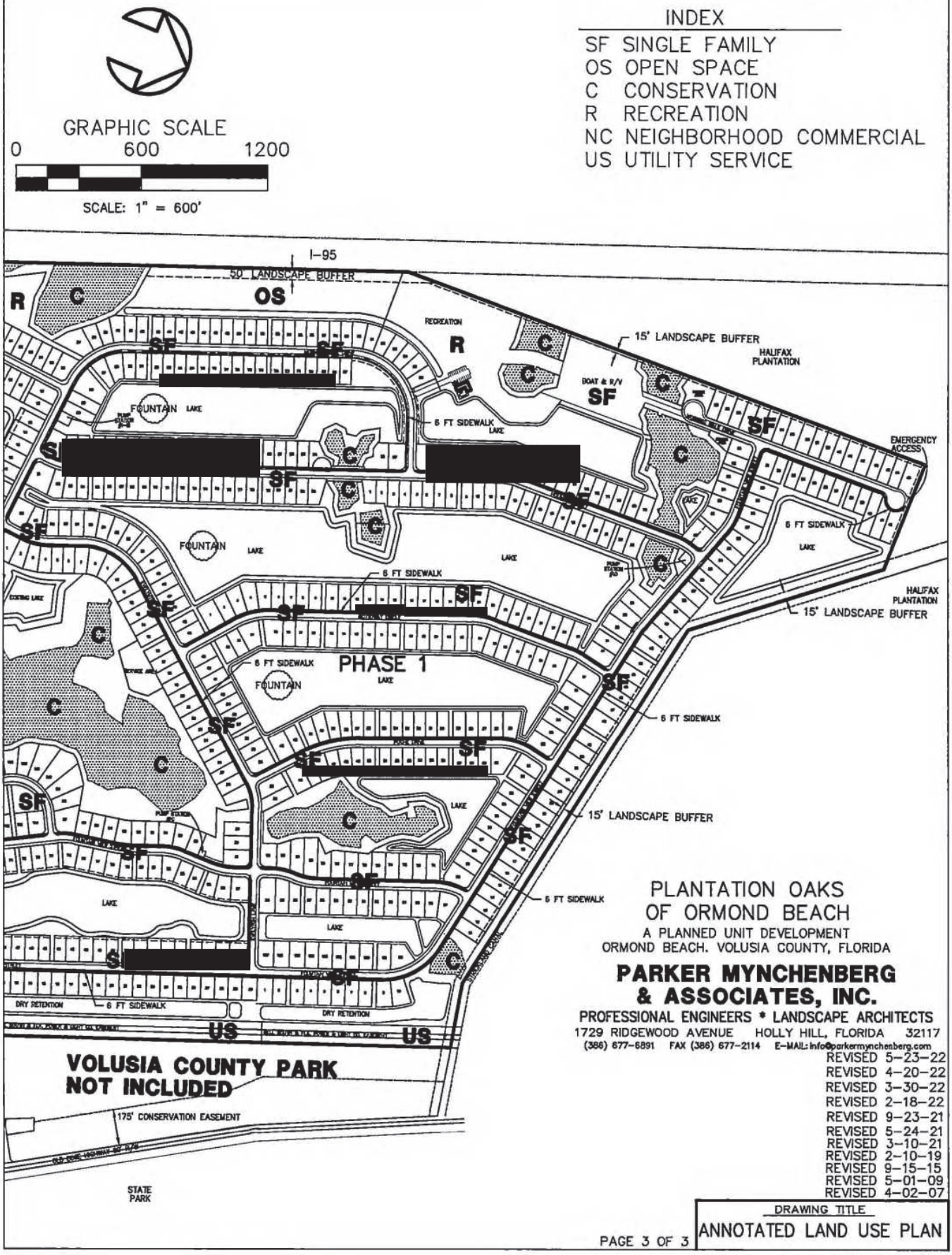
REVISED 5-01-09

SHEET 4 OF 34

EXHIBIT "B"

~~**Page 6 of 6**~~

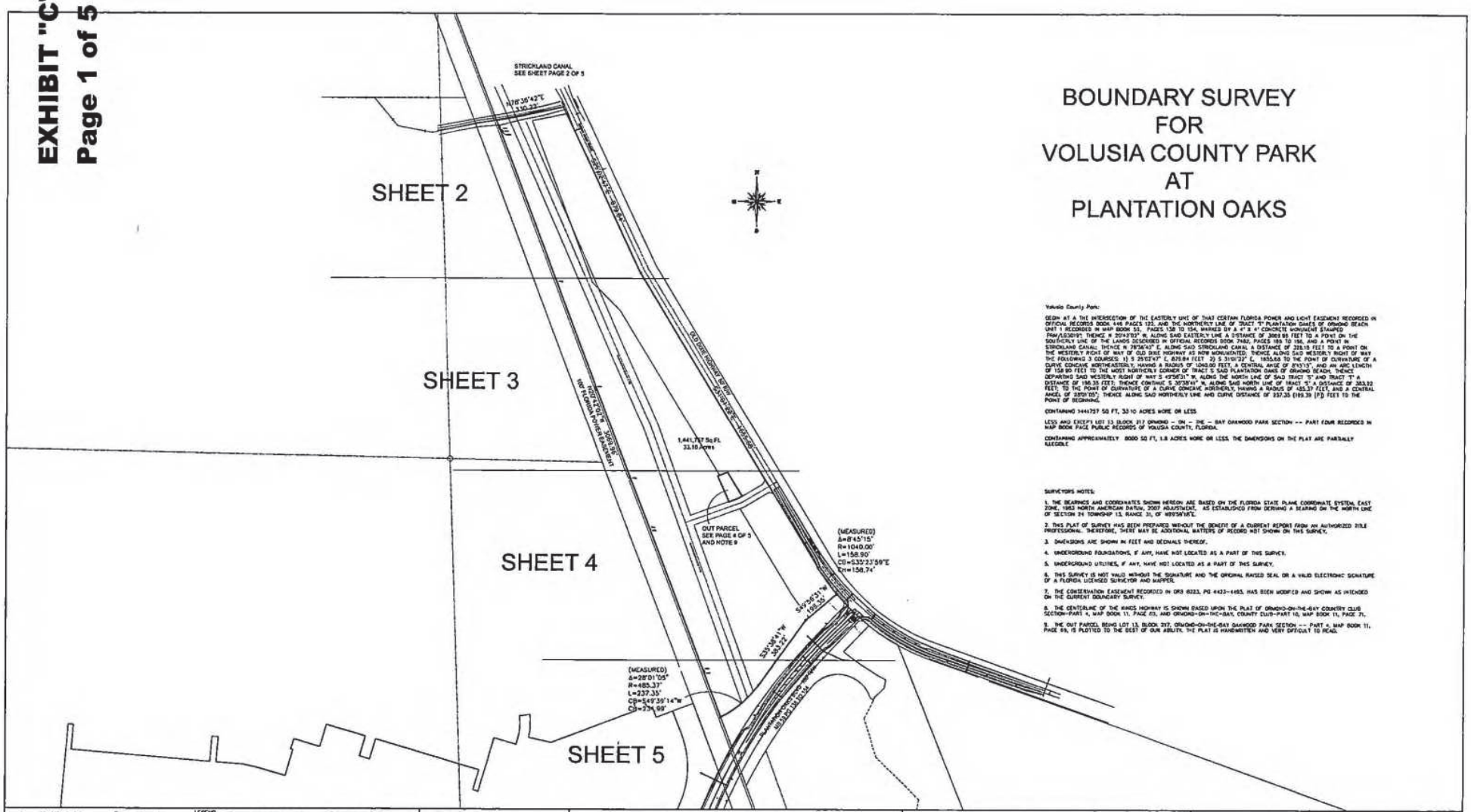


SHEET 5 OF 34

Instrument #20221140339 #26 Book:8268 Page:2923

EXHIBIT "C"
Page 1 of 5

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 20, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LB30191, THENCE N 20°43'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 2062.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DALE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°57'49" E, 829.84 FEET 2) S 31°01'22" E, 1855.58 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 42°56'51" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 1858.30 FEET; THENCE CONTINUE S 30°38'41" W, ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (195.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13, BLOCK 217 ORMOND – ON – SEA – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°54'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4465, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE RANGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 83, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 86, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

ABBREVIATIONS

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR COUNTY OF VOLUSIA

SCALE: 1"=200'	DIGITAL FILE: 210753.TXT FIELD BOOK: 1570	PARTY CHIEF: TJ, TP, JS	SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	TJ		JB
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3671 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

PLAT PREPARED FOR THE FOLLOWING. (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO:	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

BOUNDARY SURVEY

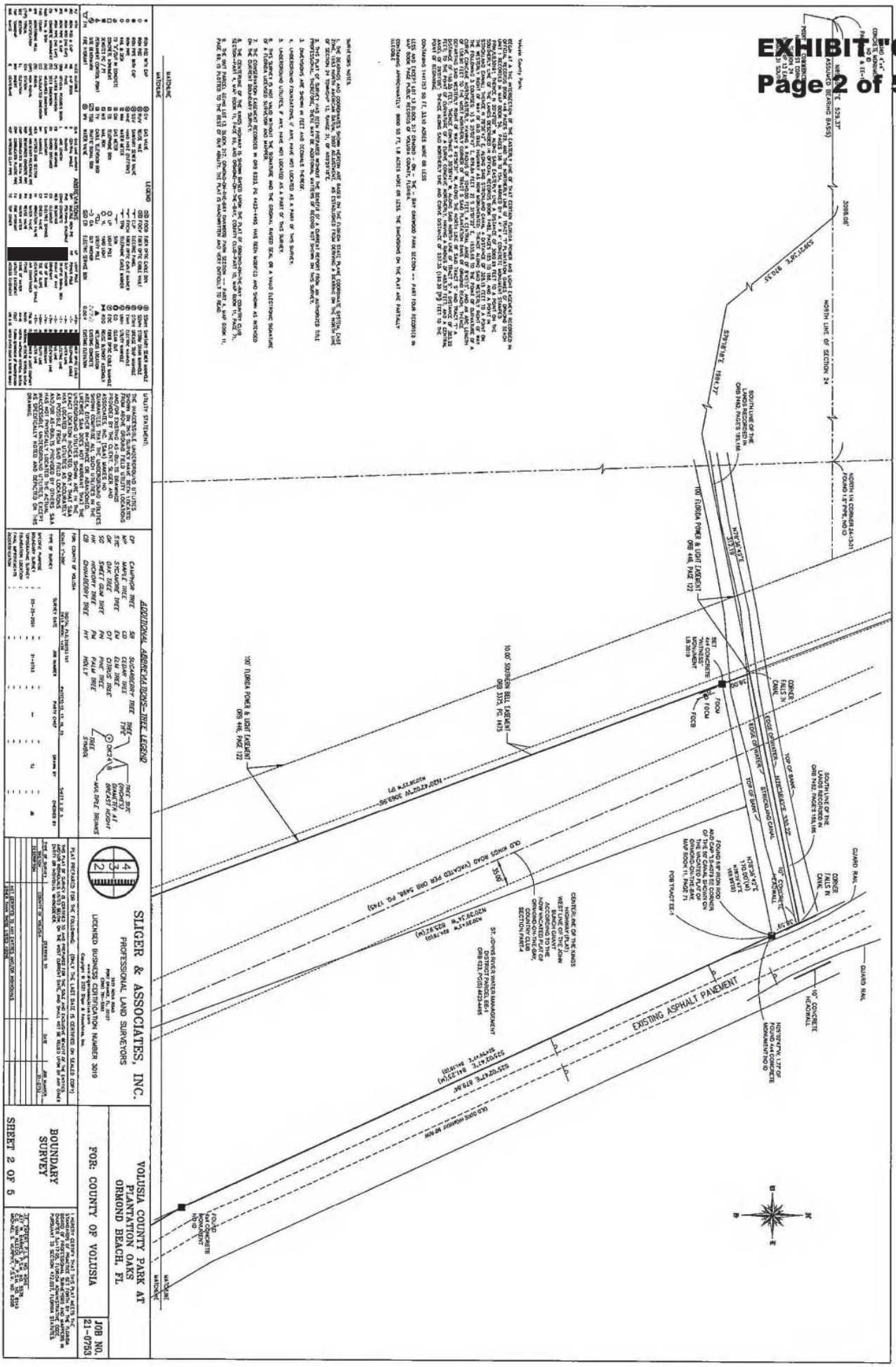
SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

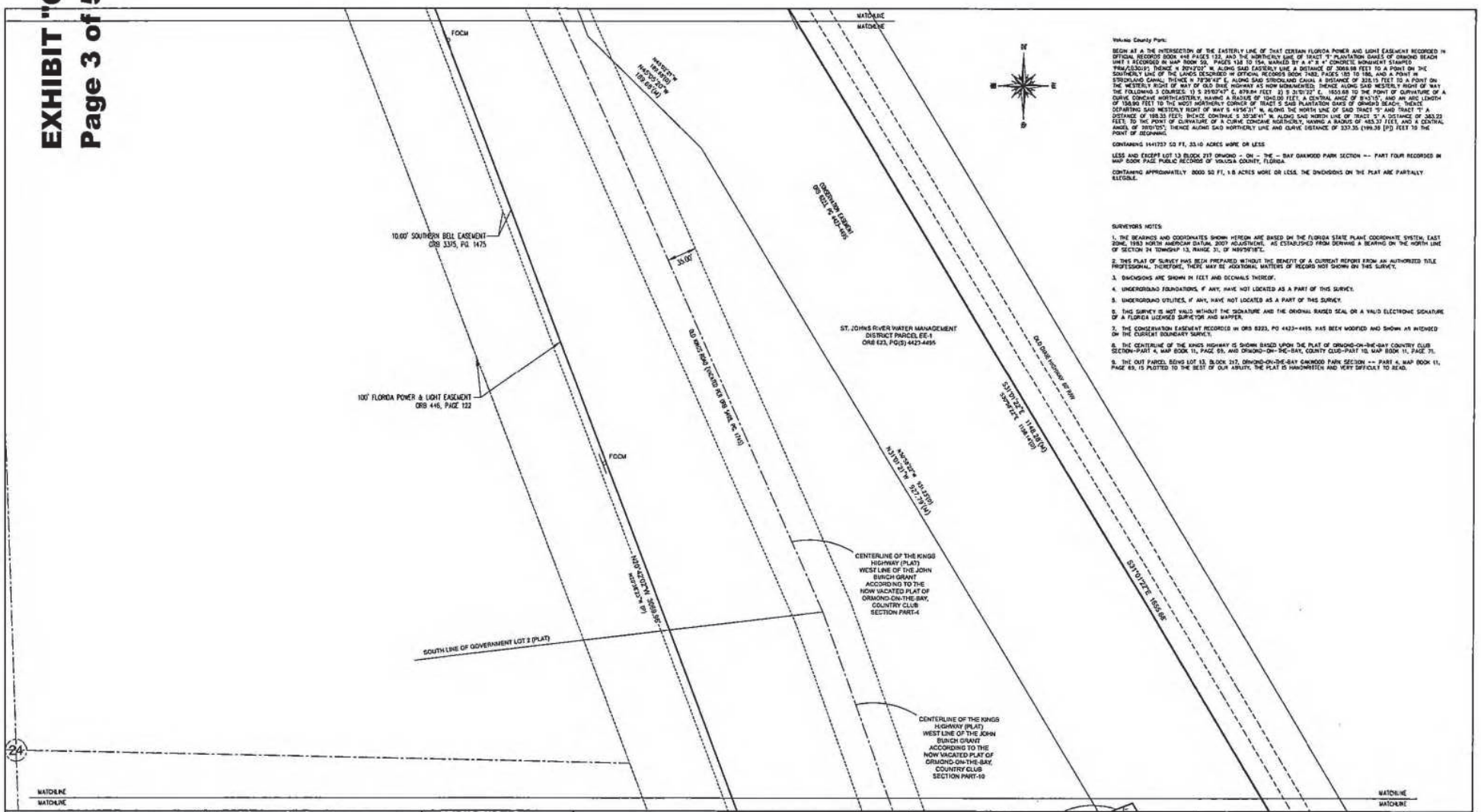
JEFFREY W. BARNES, P.S.M. NO. 5576
ST. JOHNS, P.L.S. INC. NO. 6997
JEFF M. DARNELL, P.S.M. NO. 5576
C.D. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6308

EXHIBIT "C"
Page 2 of 5



Instrument #2022140339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 50, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3010"; THENCE N 80°47'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3068.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 180 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'49" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 679.84 FEET 2) S 31°07'22" E, 1803.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°43'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 188.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGEL OF 20°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°59'58"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY, THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RVV	RECLAIM VALVE	FOCV	FIBER OPTIC CABLE VAULT	SWMH	STORM DRAIN MANHOLE
⊕	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
○	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	FD "X"/CUT IN CONCRETE	GM	GAS METER	SGN	SIGN	CO	CLEAN OUT
□	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MARKER
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RCC	RECLAIM BLOWOFF ASSEMBLY
△	PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	WL	WETLANDS LOCATION
⊘	S/E BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR	EC	EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	GLV	GATE LANE MARKER	DP	ELECTRIC IRON PIPE	LP	LIGHT POLE
IRC	IRON ROD & CAP	MB	MAP BOOK	PC	POINT OF CURVATURE	PP	POWER POLE
IR	IRON ROD (NO CAP)	PAGE	PAGE	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE
IP	IRON PIPE (NO CAP)	P	PLATTED DISTANCE	CONC	CONCRETE	TCB	TRAFFIC SIGNAL BOX
CM	CONCRETE MONUMENT	MEAS	MEASURED DIMENSION	CB	CHORD BEARING	R/W	RIGHT OF WAY
NAIL & DISK	NAIL & DISK	SAN	SANITARY	CH	CHORD DISTANCE	CL	CENTERLINE
FND	FOUND	MH	MANHOLE	EL	CLEARLIGHT	DW	DRIVEWAY
SIB	SET IRON ROD & CAP	SF	SILT FENCE	EP	ELECTRIC SERVICE	TOB	TOP OF BANK
MW	MONITORING WELL	ID	IDENTIFICATION	CV	CHECK VALVE	TOE	TOE OF SLOPE
ID	IDENTIFICATION	IRON	IRON RODS	IV	IRRIGATION VALVE	CLS	CENTERLINE OF STAKE
(TYP)	TYPICAL	STA	STATION	WV	WATER VALVE	A/C	AIR CONDITIONER
SEC	SECTION	ELEV	ELEVATION	RCP	REINFORCED CONCRETE PIPE	BH	REUSE VALVE
TWP	TOWNSHIP	INVERT	INVERT	CMP	CORRUGATED METAL PIPE	WM	WATER METER
RNG	RANGE	CENTERLINE	CENTERLINE	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT
				VCP	VITRIFIED CLAY PIPE	TC	TOP COVER

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24.8)

FOR: COUNTY OF VOLUSIA

SCALE: 1"=200'

TYPE OF SURVEY	DIGITAL FILE: 21253.TXT FIELD BOOK: 1494	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	--	--	--	--	--
BOUNDARY SURVEY	:	05-25-2021	21-0753	--	TJ	JH
TOPOGRAPHIC SURVEY	:	--	--	--	--	--
FOUNDATION LOCATION	:	--	--	--	--	--
FINAL IMPROVEMENTS	:	--	--	--	--	--
RECERTIFICATION	:	--	--	--	--	--

PROJECTED: 17, 18, 23 — SHEET 3 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2634 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
Copyright © 2021 Sliger & Associates, Inc.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 3 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JT PARCEL B.L.K. NO. 4046
EST W. SURVEY T. 13 S., R. 31 E., SEC. 24
ST. JOHNS R., M.D. & S.D., FLA. TAL. 21149
MICHAEL S. MURPHY, P.S.M. NO. 6508

EXHIBIT "C"
Page 4 of 5

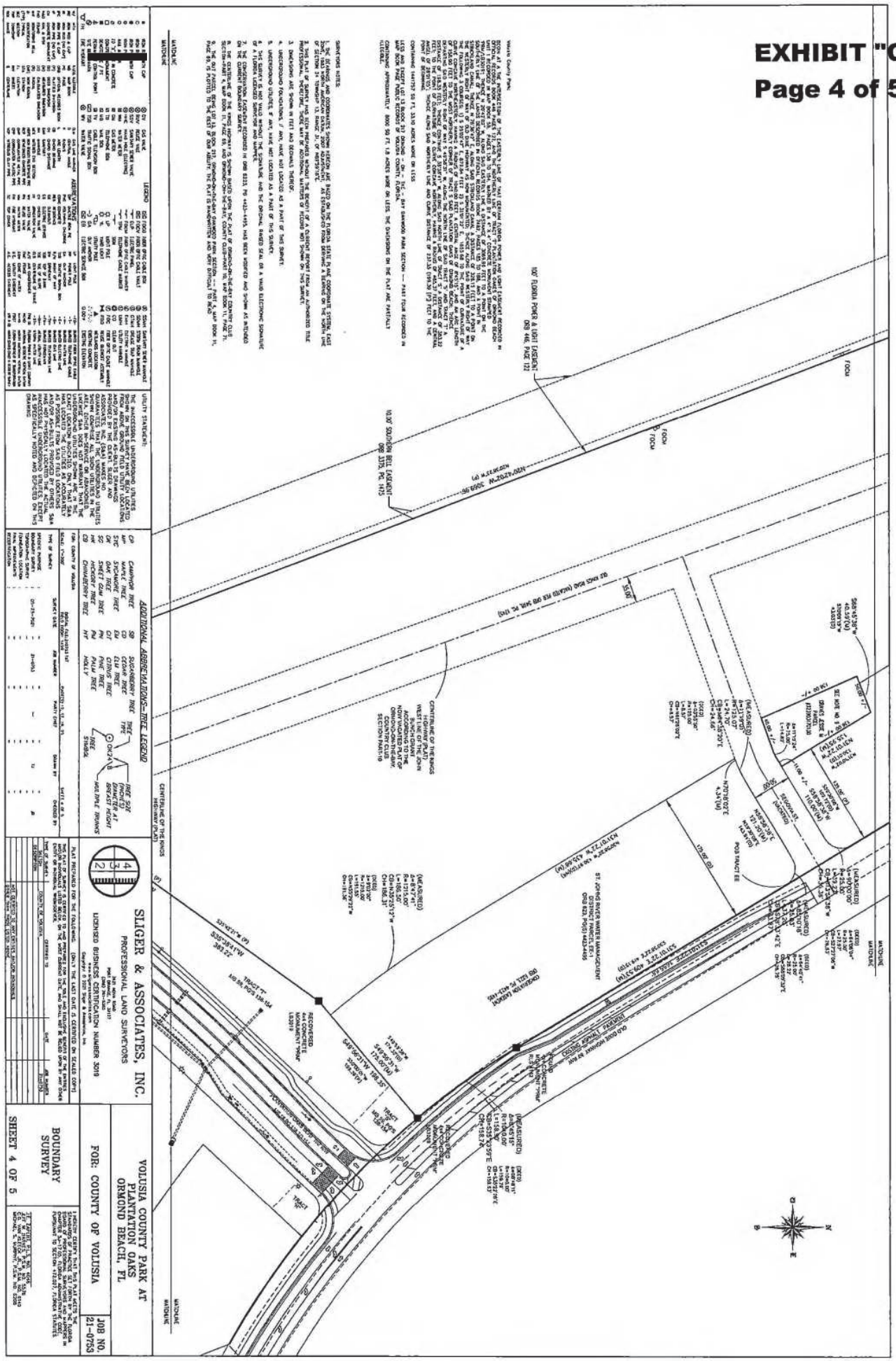


EXHIBIT "C"
Page 5 of 5

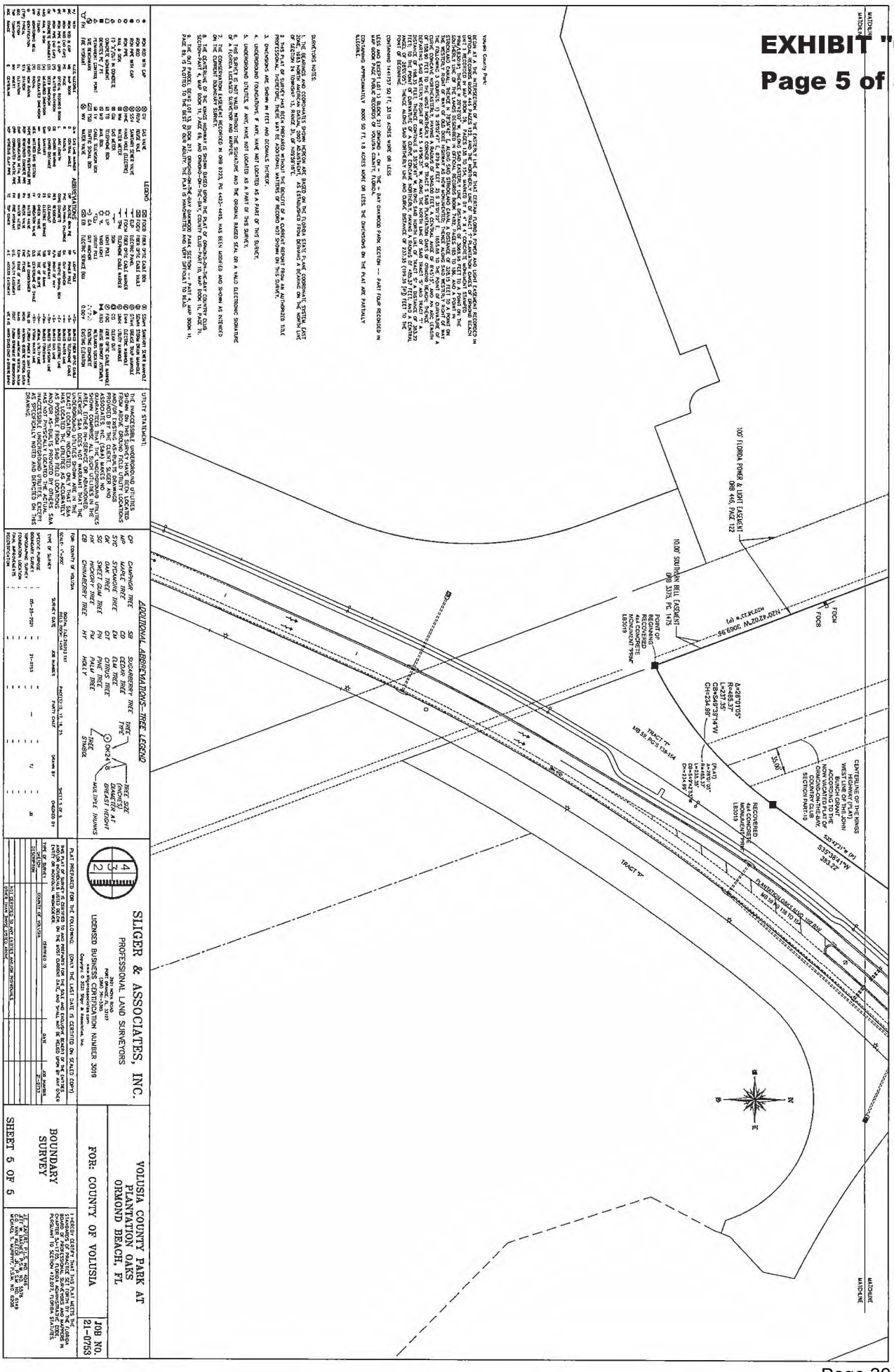


EXHIBIT "D"
Page 1 of 3

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"

Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from

April 11, 2024

ITEM:

SPRC-2024-017

Fountain View, Phase 1E
Preliminary Plat

Mr. Jorczak motioned to approve PZ 2024-010, Fountain View, Phase 1B, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 103 single-family lots on 62.14 acres. The Fountain View, Phase 1D subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development (PRD), is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond that would require additional public hearings. Mr. Spraker stated that the Site Plan Review Committee (SPRC) recommends approval of the preliminary plat.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, stated that he has been busy over the last year including weekends and explained that Plantation Oaks is completely designed including Archers Mill, Fountain View and Bradford Lakes. He reviewed the preliminary plats being reviewed this evening, D, E and F. Mr. Mynchenberg concluded that the applications for the project are coming to an end because it is completely designed.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Railsback asked if land was dedicated for a fire station. Mr. Mynchenberg responded that the County owns the fire station site as it was deeded to them, and there is a negotiation going on between the County and City for the City to acquire the site. He added that there is a fire station at Southland and Halifax Plantation which provide good service.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Railsback motioned to approve SPRC 2024-000016, Fountain View, Phase 1D, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

D. SPRC 2024-000017, Fountain View, Phase 1E, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 110 single-family lots on 36.19 acres. The Fountain View, Phase 1E subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development, is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is

DRAFT

a legal document to subdivide land after constructing improvements or posting a performance bond that would require additional public hearings. Mr. Spraker stated the Site Plan Review Committee (SPRC) recommends approval of the preliminary plat.

Board Recommendation

Ms. Shull opened it up to the Board for a motion.

Mr. Scudiero motioned to approve SPRC 2024-000017, Fountain View, Phase 1E, Preliminary Plat. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

E. SPRC 2024-000018, Fountain View, Phase 1F, Preliminary Plat

Mr. Spraker, Planning Director, explained the application for a preliminary plat for 97 single-family lots on 32.13 acres. The Fountain View, Phase 1F subdivision, part of Phase 1 of Plantation Oaks Planned Residential Development, is located on the west side of Plantation Oaks Boulevard. He reviewed the zoning approval for the subdivision, Ordinances 2021-03 and 2022-16, and stated that preliminary plats are construction plans consistent with the zoning. Mr. Spraker stated that the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond that would require additional public hearings. Mr. Spraker stated the Site Plan Review Committee (SPRC) recommends approval of the preliminary plat.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Jorczak asked if construction would be phased in the same order. Mr. Mynchenberg replied that Phase A is constructed, Phase B is under construction, Phase C will be next, then D, E and F. The construction timing is estimated at every 10 months, for total completion in four years.

Mr. Jorczak asked if this was the only phase of development that will have an RV park. Mr. Mynchenberg responded that there is a developed RV area in the manufactured home community that he owns and is continuing to develop for both RVs and boats. He added that there is an RV-zoned area in Fountain View that will be developed in a later phase of that development as well.

Ms. Shull asked which development would be the first for sale. Mr. Mynchenberg replied that you can buy a manufactured home now, and the first stick-built house is in Fountain View. The first people moving into Fountain View will be on April 24, 2024. Mr. Mynchenberg continued that they started in Archers Mill two weeks ago and as of late, have a model center already set up for sales.

Mr. Scudiero commented that Mr. Mynchenberg does engineering for cities and counties all over the region and this is his personal project. He explained that in reference to stormwater, utility connections, public safety, or trash pick-up concerns, that Mr. Mynchenberg has accounted for it all, and that his work history backs it up.

City of Ormond Beach
AGENDA ITEM

May 21, 2024 - City Commission

Number: 9.I

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-86
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1628 West Granada Blvd, Electronic Changeable Copy Signage		
Summary:	This is an application submitted by Monica Investment Group, property owner, for a Special Exception to allow for 1 electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard. The use is an existing Shell Convenience store with fuel sales and a Dunkin' Donuts. The applicant is proposing to replace the entire monument sign cabinet, and has requested the Special Exception so they can place the electronic changeable copy area for the sale of gasoline prices on the new monument sign. The new sign is proposed to be in the same location, same size, and will comply with all other monument signage standards. There are no other site or building improvements proposed. The Planning Board reviewed the proposed Special Exception at the April 11, 2024, meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed Special Exception.		
Financial Impact:	None		
Citizen Impact:	The Land Development Code allows electronic changeable copy signs through a Special Exception process. Other convenience stores with the retail prices of gasoline have been granted similar special exceptions with no negative citizen impacts.		
Recommended Action (Staff,	The Planning Board recommended **APPROVAL** of the Special Exception to allow 1 electronic changeable copy sign for the retail prices		

Advisory Board and/or Other):	of gasoline at the Shell Convenience store located at 1628 West Granada Blvd.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-86 1628 West Granada Blvd., ECC (P24-0081G) 2. SE DO, 1628 West Granada Blvd., ECC 3. Exhibit A legal description, 1628 WGB, Version 2 4. Exhibit B, 1628 West Granada Boulevard, ECC 5. Exhibit C, Conditions 6. 04.11.2024 1628 WGB. SE ECC Signage PB Staff Report(8.5X11) 7. 04.11.2024, DRAFT Planning Board minutes, 1628 WGB, ECC
Approval:	Kelly McGuire, Finance Director 5/3/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-86

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "SHELL CONVENIENCE STORE" LOCATED AT 1628 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.

WHEREAS, Monica Investment Group, Inc., a Florida for-profit corporation, property owner, ("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 at the Shell convenience store, located at 1628 West Granada Boulevard, within the B-7 (Highway Tourist Commercial) zoning district, and

WHEREAS, the said application is in compliance with all applicable provisions of the City of Ormond Beach *Land Development Code* ("the *Land Development Code*") and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on April 11, 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;

(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;

(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;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

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 an electronic changeable copy sign for the retail prices of gasoline at the Shell convenience store, located at 1628 West Granada Boulevard, 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 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:**	Monica Investment Group, Inc., a Florida for-profit corporation, property owner
	Application No.	PZ-2024-036
	Project Name:	"Shell convenience store" Special Exception for electronic changeable copy signage
	Property Address:	1628 West Granada Boulevard
	Parcel ID No.:	4125-00-00-0083

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 21, 2024, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The 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;

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;

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;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Monica Investment Group, Inc., a Florida for-profit corporation, property owner ("Applicant"), for a Special Exception to allow an electronic changeable copy sign for the retail prices of gasoline at the Shell convenience store, located at 1628 West Granada Boulevard, within the B-7 (Highway Tourist Commercial) zoning district, on that real property described in 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 met.

F. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Monica Investment Group, Inc., a Florida for-profit corporation, 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.: 4125-00-00-0083)

ORDERED this 21st day of May, 2024.

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION (from Special Warranty Deed Exhibit “A” – Book 5403, Page 4130)

EXHIBIT "A"
Legal Description

For a point of reference commence on the Southeast corner of Section 25, Township 14 South, Range 31 East, in Volusia County Florida; thence with the East boundary of Section 25, N. 0°50'10" W, 1316.23 feet, to the Southeast corner of the SE 1/4 of the NE 1/4 of the SE 1/4 of said Section 25 and the point of beginning; thence with the South boundary of the SE 1/4 of the NE 1/4 of the SE 1/4 S. 88°10'40" W, 289.64 feet; thence N. 16°57'20" W, 108.56 feet to the Southerly right of way line of State Road No. 40; thence with said right of way line N. 73°02'40" E, 324.00 feet to the Westerly right of way line of Interstate Highway No. 95; thence with said right of way line S 16°57'20" E, 30.59 feet to the East boundary of Section 25; thence with said East boundary of Section 25, S 0°50'10" E, 159.85 feet to the point of beginning.

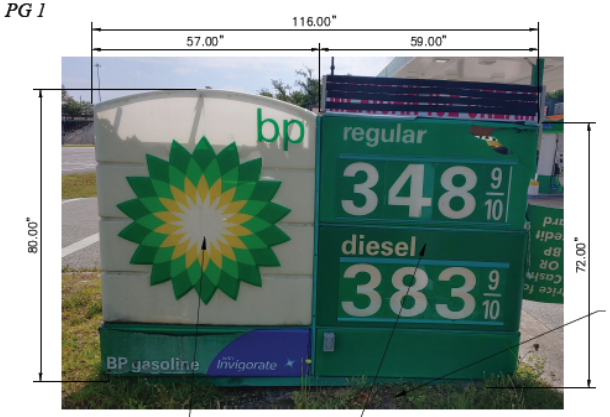
LOCATION MAP



PARCEL ID:	4125-00-00-0083
OWNER:	MONICA INVESTMENT GROUP, INC., A FLORIDA FOR PROFIT CORPORATION
APPLICANT:	MONICA INVESTMENT GROUP, INC., A FLORIDA FOR PROFIT CORPORATION
SPECIAL EXCEPTION ADDRESS:	1628 WEST GRANADA BOULEVARD, ORMOND BEACH, FL 32174

EXHIBIT "B"

PG 1



EXISTING SOLID CONCRETE FOOTER TO REMAIN

EXISTING 'I.D. SIGN' FACES AND CABINET TO BE REMOVED AND DISPOSED OF PER E.P.A. STANDARDS.

EXISTING 'PRICE SIGN' FACES AND CABINET TO BE REMOVED AND DISPOSED OF PER E.P.A. STANDARDS.

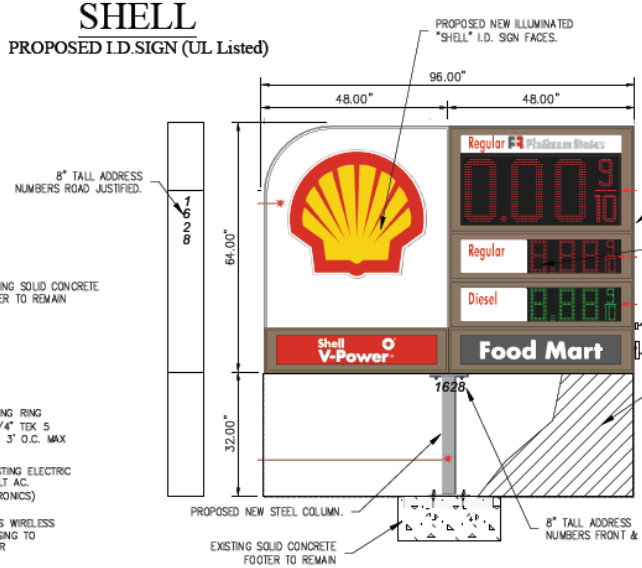
EXISTING I.D. SIGN
SCALE: N.T.S.

EXISTING SIGN AREA:

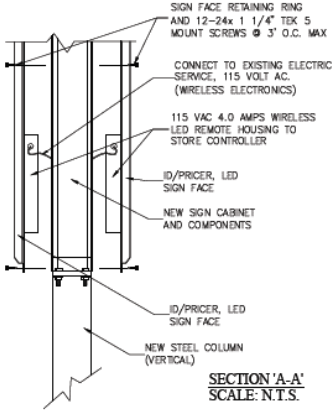
I.D. SIGN:	31.67 S.F.
REG/PLUS/POWER:	29.50 S.F.
TOTAL:	61.17 S.F.

SHELL

PROPOSED I.D.SIGN (UL Listed)



PROPOSED ID SIGN
SCALE: N.T.S.



SECTION 'A-A'
SCALE: N.T.S.

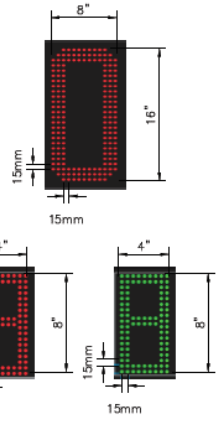
ELECTRICAL:
INPUT: 120VAC
BACK LIGHTING: 2.75 AMP
LED DIGITS: 3.5 AMP

NOTE:
TOTAL CHANGEABLE COPY AREA: 8.97 S.F.
TOTAL SIGN AREA: 42.66 S.F.
ALLOWABLE OF 42.66 X 60% =25.60 S.F.

CHANGEABLE COPY WINDOW AREA
LARGE RED: 41.75" X 19.75" = 5.73 S.F.
PIXEL SPACING: 15mm
SMALL RED: 24.50" X 9.50" =1.92 S.F.
PIXEL SPACING: 15mm
SMALL GREEN: 24.50" X 9.50" =1.92 S.F.
PIXEL SPACING: 15mm

PROPOSED SIGN AREA:

I.D. SIGN:	21.33 S.F.
REG/DSL/MART:	21.33 S.F.
TOTAL:	42.66 S.F.



Electrical Hookup
-Sign is UL Listed.
-Electrical requirements are 120 VAC 20A, with a connected load of less than 15 amps.
-This product is installed in a Class 1 Division 2 location per NEC 2020 chapter 500.
-All wiring must be installed per local code and NEC requirements.
-After installation of sign, electrician should run 16" whip through conduit nipple to J-Box with switch and connected to primary electrical. (see Figure 2). Liquid tight conduit, J-Box and switch to be provided by electrician.
-The NEC requires that a UL listed disconnect switch be installed and must be in straight line-of-sight from the sign, after installation. This switch can be located directly behind the canopy fascia and can control all signs on the same circuit that maintain the line-of-sight requirement.

This structure has been designed in accordance with the requirements of the Florida building code, 8th ED. (2023), chapter 16, structural loads, ASCE 7-22 supplements & per N.E.C. 2020.
the following wind load requirements, in accordance with section 1609, were employed in the design of the structure.
Basic wind speed: 150 mph, w/ 3-second gusts.
Building category: II
Wind exposure category: C
Design wind pressure for exterior components & cladding: (32.00 PSF)

Contractor:
Aluminum Plus
750 E. Int'l. Speedway Blvd.
Deland, FL 32724
Ph 386-734-2864
Fx 386-736-7096
aplus@aluminumplus.com
www.aluminumplus.com

ENGINEERING • PLANNING • PERMITTING

PROJECT: 1628 W Granada Blvd. Ormond Beach, FL 32174
PARCEL: 412500000083

SHEET TITLE: I.D. Sign 01/08/24

JOB # Southeast Petrol #15486

EPI
DANIELS PERMITS, INC.
311-A S WOODLAND BLVD
DELAND, FL 32720
PHONE: 386-734-0830
FAX: 386-734-0838
CERT NO. 24388
Email: epi@epieng.net

MICHAEL WOJTUNIAK, P.E.
P.E. NO. 60934
EMAIL: mwojtuniak@epieng.net

USING A.S.H.A. AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS OTHERWISE NOTED, THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON ____

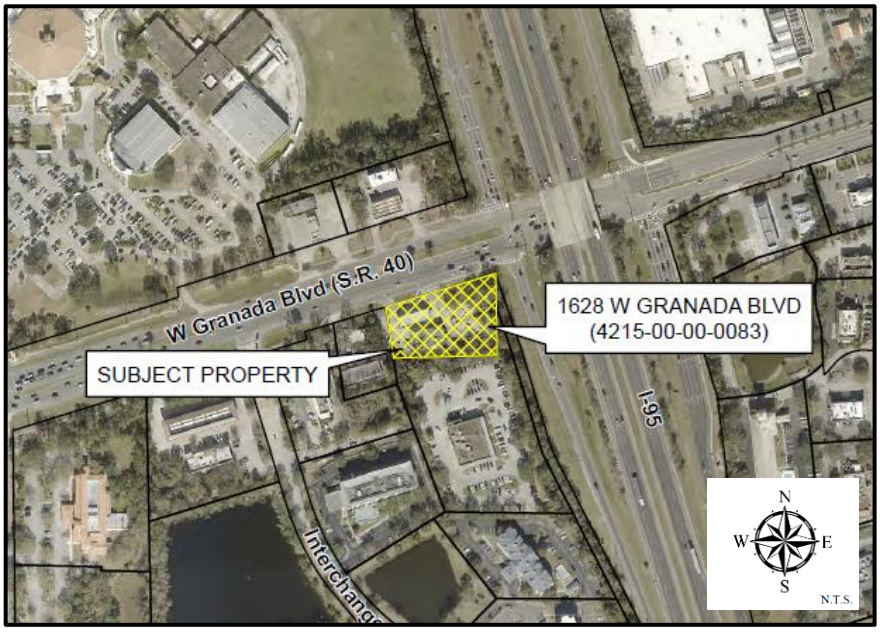
THE ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON ____ USING A.S.H.A. AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS OTHERWISE NOTED, THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON 01/12/23.

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
1628 W. Granada Boulevard, Special Exception
Project Number: PZ-2024-036

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATE:	May 21, 2024 (only one hearing)
APPLICANT:	Aluminum Plus, on behalf of the property owner, Monica Investment Group, Inc.
LOCATION:	1628 West Granada Boulevard
REQUEST:	Special Exception to allow one (1) electronic changeable copy sign for the retail prices of gasoline at the existing Shell 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 Aluminum Plus, on behalf of the property owner for a Special Exception to allow for one (1) electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard. The use is an existing Shell Convenience store with fuel sales and a Dunkin Donuts. The applicant is proposing to replace the entire monument sign cabinet, and have requested the Special Exception so that they can place the electronic changeable copy area for the sale of gasoline prices in the new monument sign. The new sign is proposed to be in the same location, the same size, and will comply with all other monument signage standards. There are no other site or building improvements proposed.

SECTION 2, ANALYSIS: The subject property is designated as "Tourist 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	Texaco Convenience Store	"Tourist Commercial"	B-7 (Highway Tourist Commercial)
South	Cracker Barrel	"Tourist Commercial"	B-7 (Highway Tourist Commercial)
East	I-95 and 7-11 Convenience Store	"Tourist Commercial"	B-7 (Highway Tourist Commercial) and PBD (Planned Business Development)
West	Dry Cleaners and McDonald's	"Tourist Commercial"	B-7 (Highway Tourist Commercial)

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 features 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." The applicant has stated in their application that the operational requirements for electronic changeable copy signage from the Land Development Code standards would be met. One of the criteria in Section 3-47(G), is that the electronic changeable display area of the sign cannot exceed 60 percent of the total sign area. EXHIBIT 2 demonstrates that the proposed monument sign would not exceed this requirement.

EXHIBIT 2: Proposed signage totals:

Sign Details	West Granada Boulevard
Total Signage	42.7 square feet
Regular gas price	7.69 square feet
Diesel gas price	1.92 square feet
Total electronic signage	9.61 square feet
Percentage of electronic sign of overall sign	22.51 percent

The Special Exception proposes to allow one (1) electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store. The existing site signage is shown in EXHIBIT 3 and the proposed electronic changeable copy signage is shown in EXHIBIT 4 below.

EXHIBIT 3: Existing site signage:



EXHIBIT 4: Proposed electronic changeable copy signage:

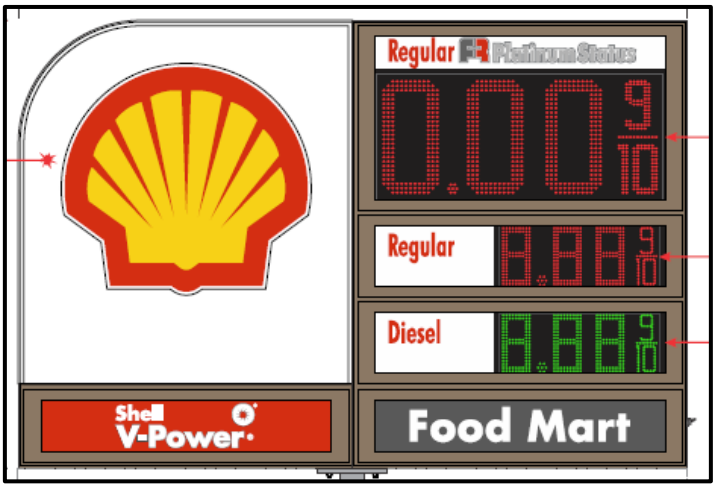
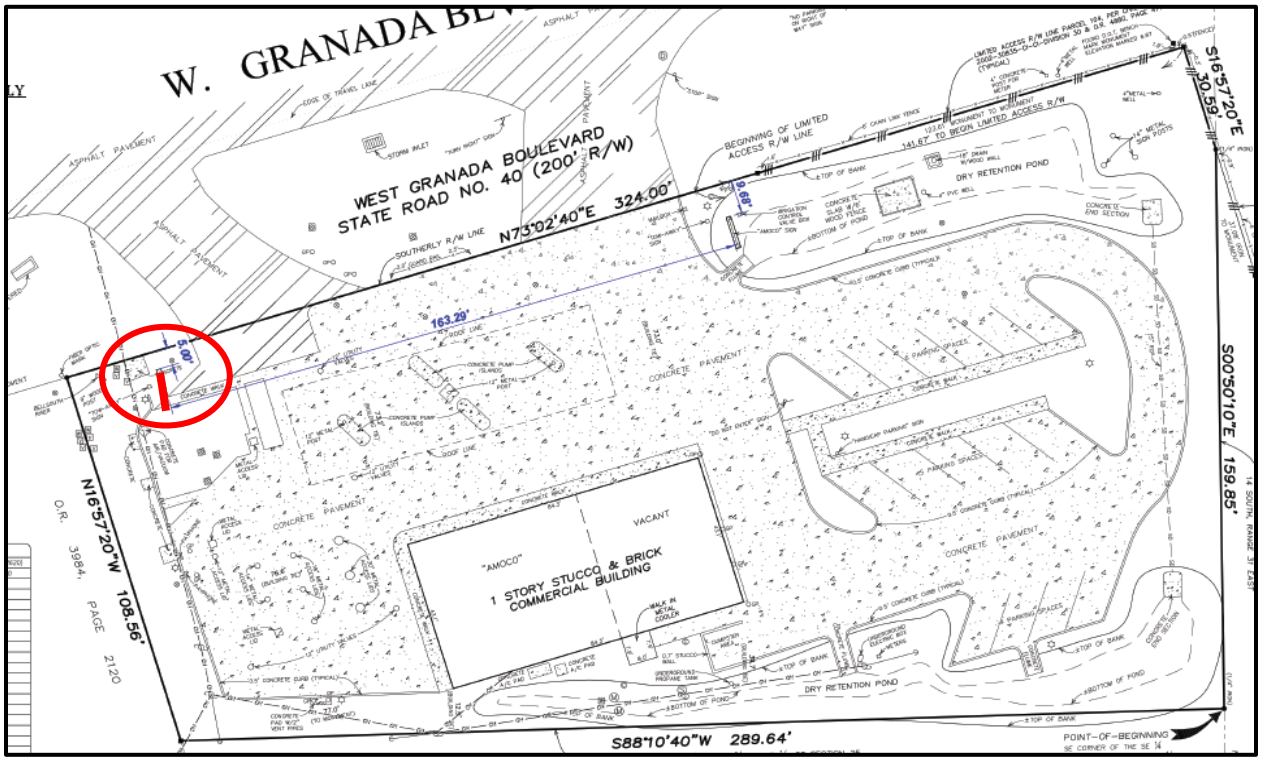


EXHIBIT 5 is an excerpt of the site plan that shows the location of the existing signage. The applicant is proposing to replace the entire monument sign cabinet, and the new sign is proposed to be in the same location and will comply with all other monument signage and electronic changeable copy sign standards.

EXHIBIT 5: Location of proposed site signage:



The Special Exception request is solely for the electronic changeable copy signage for retail prices of gasoline. No other signage, site or building improvements are being proposed.

SECTION 3, 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 proposed Special Exception would not have an impact to the overall provision of approved parking. The applicant is proposing to replace the entire monument sign cabinet, and have requested the Special Exception so that they can place the electronic changeable copy area for the sale of gasoline prices in the new monument sign.

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. The electronic changeable copy signage would have no impact on the site landscaping.

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 signs for retail prices of gasoline is to be clearly visible and legible to motorists.

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.*

The application is solely for the electronic changeable copy signage for retail prices of gasoline. Any site lighting would be approved by the Site Plan Review Committee.

SECTION 4, DEVELOPMENT ORDER CRITERIA:

Section 1-15(e) (Planning Board) and Section 1-18(e)(2) (City Commission) of the Land Development Code provides 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”, 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 one electronic changeable copy sign for the retail prices of gasoline and will not adversely impact environmentally sensitive lands or natural resources.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed Special Exception application is for one electronic changeable copy sign for the retail prices of gasoline which will not depreciate the value of surrounding properties based on the location abutting roadways. The decision that is part of the Special Exception, is to provide a determination if the electronic display portion of the sign is 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.**

   Public facilities currently serve the site and there would be no impact to the existing infrastructure.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The Special Exception 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 sign 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.**

   There is no development proposed with the Special Exception for electronic changeable copy signage for retail prices of gasoline.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed with the Special Exception for electronic changeable copy signage for retail prices of gasoline. The applicant states that the sign would provide increased visibility of the price of gasoline and safety to the employees.

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 with the Special Exception for electronic changeable copy signage for retail prices of gasoline.

10. **The testimony provided at public hearings.**

    This application has not been reviewed in a public forum and no testimony has been provided.

SECTION 5, RECOMMENDATION:

It is expected that the application will be reviewed by the City Commission on May 21, 2024. It is recommended that the Planning Board **APPROVE** the application to allow one (1) electronic changeable copy sign for the retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard.

Attachments:

Attachment 1: Site maps
Attachment 2: Applicant submitted information

Attachment 1:

Site maps



AERIAL MAP
1628 W GRANADA BLVD
(4215-00-00-0083)

Prepared By: City of Ormond Beach
G.I.S. Department - March 14, 2024

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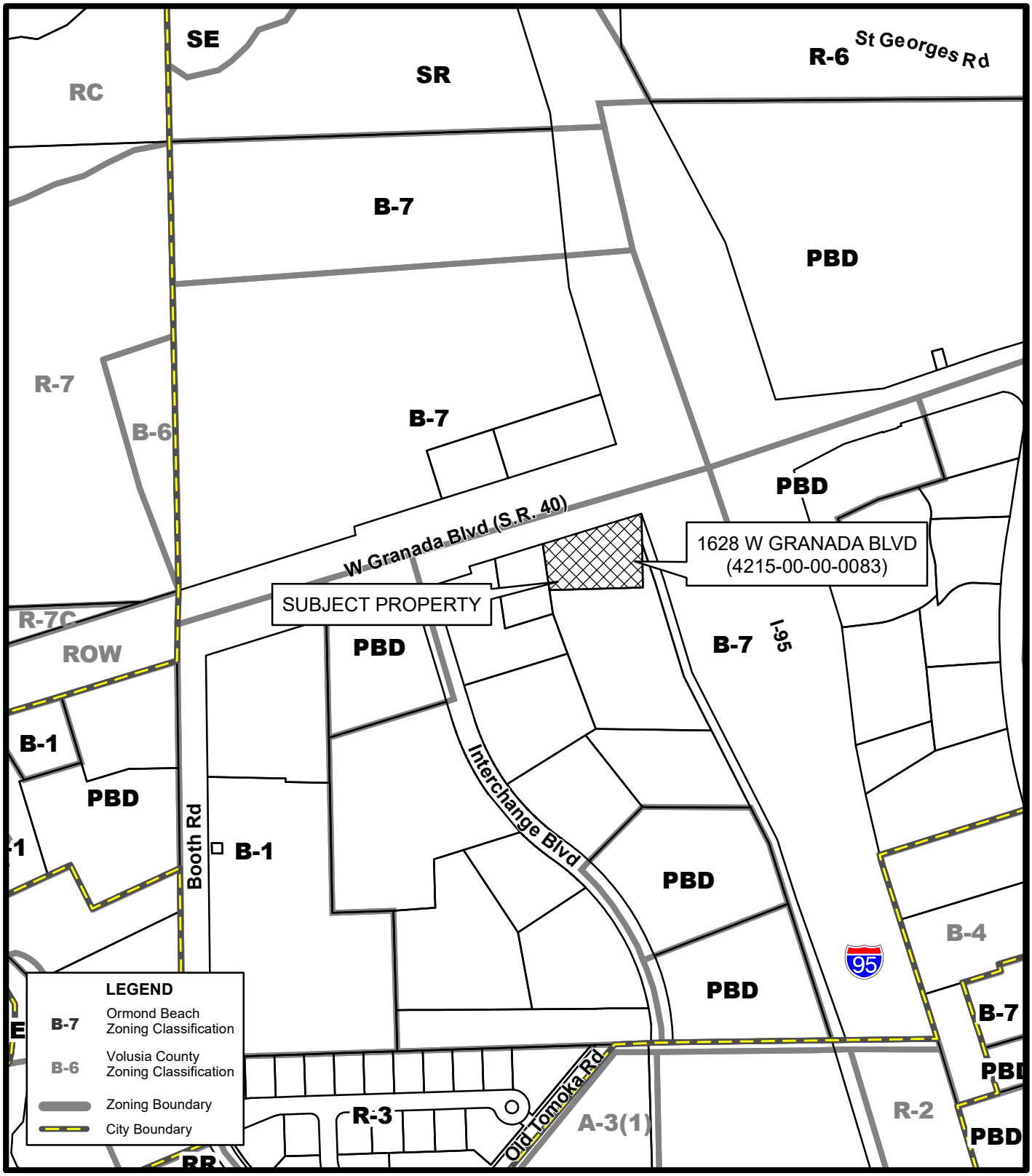

ZONING MAP
1628 W GRANADA BLVD
(4215-00-00-0083)

Prepared By: City of Ormond Beach
G.I.S. Department - March 14, 2024

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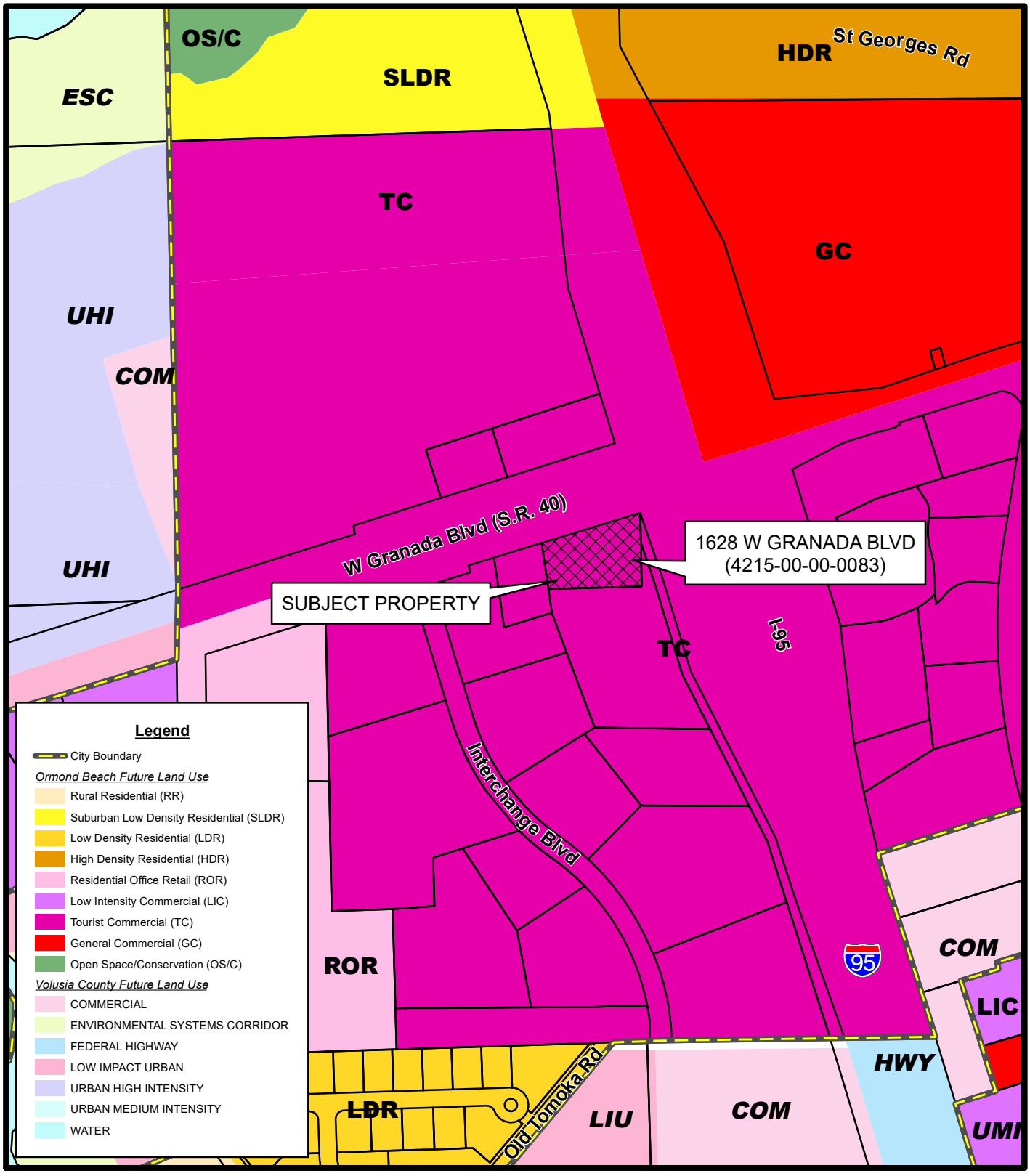

FUTURE LAND USE MAP
1628 W GRANADA BLVD
(4215-00-00-0083)

Prepared By: City of Ormond Beach
G.I.S. Department - March 14, 2024

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N.T.S.

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 *Complete fee sheet (page 3)		
Project Name:	SHELL LED PRICE SIGN (SFM 204)		
Project Address:	1628 W. GRANADA BLVD, ORMOND BEACH		
Volusia County parcel number(s):	412500000083		
Description:	INSTALL NEW SHELL 3 PRODUCT LED FUEL PRICE SIGN ON EXISTING FOOTER (42.66 SF)		
Pre-application date:	1/30/2024	Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	ALUMINUM PLUS - MIKE SAXTON
Address:	750 E. INT'L SPEEDWAY BLVD
City, State, Zip code:	DELAND, FL 32724
Telephone:	386-734-2864
E-mail:	APLUS@ALUMINUMPLUS.COM

APPLICANT INFORMATION

Same as project coordinator	☑	**Same as property owner**	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☑
Name:	MONICA INVESTMENT GROUP INC		
Address:	402 HIGH POINT DR		
City, State, Zip code:	COCOA, FL 32926		
Telephone:	321-631-0245		
E-mail:	SUMMIT@SOUTHEASTPETRO.COM		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	ILEEN LOVELAND	E-mail:	APLUS@ALUMINUMPLUS.COM
Name:	TRISH DEVERY	E-mail:	APLUS@ALUMINUMPLUS.COM
Name:	DEBBIE BASS	E-mail:	APLUS@ALUMINUMPLUS.COM
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 BREVARD

By MEANS OF PHYSICAL PRESENCE

The forgoing instrument was acknowledged before me this 6TH day of MARCH, 2024, by SUMMIT SHAH as PRESIDENT (title*) for MONICA INVESTMENT GROUP INC (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

Lauren Smedley
Commission # HH 137637
Commission Expires 08-02-2025
Bonded Through - Cynanotary
Florida - Notary Public

ORIGINAL

_____
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
☐	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☑	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
		TOTALS:		

ALUMINUM PLUS

STATE CERTIFIED
BUILDING CONTRACTOR
LICENSE NUMBER
CBC056832

CANOPY AND IMAGING SPECIALISTS

March 4, 2024

City of Ormond Beach
Planning Department
22 S. Beach Street, Rm 104
Ormond Beach, FL 32174

RE: Application for Special Exception
1628 W. Granada Blvd, Ormond Beach (BP to Shell Gas Station)

To Whom It May Concern,

Please find the following application and related documents for a special exception request to install an LED price sign at the above address. The packet includes the following:

1. Special Exception Application
2. Check in the amount of $1700
3. Letter describing the request
4. Drawings and related documents

Please advise if any further documentation is needed. Site posting will be completed 14 days prior to the Planning Board meeting and proof of posting will be submitted.

Sincerely,

Aluminum Plus (Applicant)

750 E. INT'L SPEEDWAY BLVD., DELAND, FLORIDA 32724
FAX: (386) 736-7096 PHONE: (386) 734-2864 E-MAIL: APLUS@ALUMINUMPLUS.COM

ALUMINUM PLUS

STATE CERTIFIED
BUILDING CONTRACTOR
LICENSE NUMBER
CBC056832

CANOPY AND IMAGING SPECIALISTS

March 4, 2024

City of Ormond Beach
Planning Department
22 S. Beach Street, Rm 104
Ormond Beach, FL 32174

RE: Description of Special Exception
1628 W. Granada Blvd, Ormond Beach (BP to Shell Gas Station)

To Whom It May Concern,

The following is a description of the work to be completed at the above referenced site

1. New Shell 3P LED sign and cabinet to be installed at location of existing BP gas price sign. Sign to utilize existing footer. Maximum height not to exceed 8' and square footage of sign will be 42.66.
2. The proposed sign will operate under the following conditions:
    a. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area (changeable copy area will be 8.97 SF of allowed 25.60 SF)
    b. The pixel spacing of the electronic changeable copy sign will be 15mm
    c. The display of the electronic changeable copy sign shall not change more rapidly than once in every six continuous hours.
    d. The electronic changeable copy sign shall consist of text and static copy only.
    e. The electronic changeable copy sign shall have a one color background with only the message image lit in one color or multi color copy
    f. The electronic changeable copy sign will have an ambient light monitor installed by the manufacturer to adjust the brightness.
    g. A copy of the manufacture's operating manual is included
    h. The electronic changeable copy sign permit application will include a certificate from the owner stating the sign will be operated in accordance with the Ormond Beach LDR.

If you have any additional requirements or need further information, please feel free to contact me.

Sincerely,

Aluminum Plus (Applicant)

750 E. INT'L SPEEDWAY BLVD., DELAND, FLORIDA 32724
FAX: (386) 736-7096 PHONE: (386) 734-2864 E-MAIL: APLUS@ALUMINUMPLUS.COM

LETTER OF AUTHORIZATION

Owner: MONICA INVESTMENT GROUP INC
402 HIGH POINT DR
COCOA, FL 32926

Site Address: 1628 W GRANADA BLVD
ORMOND BEACH, FL 32174

Parcel ID #: 412500000083

I/WE HEREBY AUTHORIZE ALUMINUM PLUS (AND THEIR REPRESENTATIVES) TO ACT AS THE AUTHORIZED AGENT FOR THE SPECIAL EXCEPTION AT THE ABOVE ADDRESS

OWNER/AUTHORIZED AGENT SIGNATURE

SUMMIT SHAH
OWNER (PRINT) PRESIDENT

NOTARY ACKNOWLEDGEMENT

State of Florida
County of Volusia BREVARD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✓ PHYSICAL PRESENCE OR ___ ONLINE NOTARIZATION THIS 31st DAY OF January, 2024, by Summit Shah, who is personally known to me.

(Notary Public Signature)

01.31.2024
(Date)

Notary Public
State of Florida

SEAL

Lauren Smedley
Commission # HH 137637
Commission Expires 08-02-2025
Bonded Through - Cynanotary
Florida - Notary Public

ORIGINAL

09/21/2004 03:36 PM
Doc stamps 1225.00
(Transfer Amt $ 175000)
Instrument# 2004-236479
Book: 5403
Page: 4128

RECORD AND RETURN TO:
LANDAMERICA SERVICE CENTER
10751 DEERWOOD PARK BLVD., SUITE 100
JACKSONVILLE, FL 32256

Prepared by/

Allen R. Lieser, Esq.
7014 A.C. Skinner Parkway, Suite 290
Jacksonville, FL 32256

Record and return to:

J. Michael Hughes, Esq.
Gibraltar Title Services
4190 Belfort Road, Suite 350
Jacksonville, FL 32216

RE Parcel ID# 4125-00-00-0083
Grantee's Tax ID#: 59-3329839

SPECIAL WARRANTY DEED

FIRST COAST ENERGY, L.L.P., a Colorado limited liability partnership (hereinafter "Grantor"), whose address is 7014 A.C. Skinner Parkway, Suite 290, Jacksonville, FL 32256, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid, together with other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, hereby grants, sells and conveys unto MONICA INVESTMENT GROUP, INC., a Florida corporation (hereinafter "Grantee"), whose tax mailing address is 402 High Point Drive, Cocoa, FL 32926, the following described lands located at 1628 West Granada Boulevard (State Road 40), Ormond Beach, Volusia County, State of Florida:

SEE EXHIBIT A ATTACHED HERETO

together with all easements, rights, privileges, and appurtenances thereto, and all of Grantor's right, title, and interest (if any) in all public ways adjoining the premises (collectively, the "Property").

This conveyance is made and accepted subject to (a) real estate taxes and assessments, both general and special, for the year 2004 and all subsequent years; and (b) building, zoning and land-use ordinances, laws, regulations and restrictions by municipal or other governmental authorities (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns in fee simple forever.

AND THE GRANTOR does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

EXECUTED on the date set forth in the acknowledgment below, to be effective as of the 6th day of July, 2004.

SIGNED IN THE PRESENCE OF:

FIRST COAST ENERGY, L.L.P., by its Partner, Petro Distributing, Inc. ("Grantor")

Printed Name: Donna A. Miller

BY: _____
Aubrey L. Edge, President

Printed Name: Allen R. Lieser

(Corporate Seal)

PETRO DISTRIBUTING, INC. CORPORATE SEAL 1998 FLORIDA

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of July, 2004, by Aubrey L. Edge, as President of Petro Distributing, Inc., Partner of First Coast Energy, L.L.P., on behalf of the Corporation and the Partnership. He is personally known to me.

_____
Allen R. Lieser
NOTARY PUBLIC
My commission expires:

(NOTARIAL STAMP OR SEAL)

NOTARY PUBLIC STATE OF FLORIDA

ALLEN R. LIESER
MY COMMISSION # DD 089969
EXPIRES: March 12, 2008
Bonded Thru Budget Notary Services

EXHIBIT "A"
Legal Description

For a point of reference commence on the Southeast corner of Section 25, Township 14 South, Range 31 East, in Volusia County Florida; thence with the East boundary of Section 25, N. 0°50'10" W, 1316.23 feet, to the Southeast corner of the SE 1/4 of the NE 1/4 of the SE 1/4 of said Section 25 and the point of beginning; thence with the South boundary of the SE 1/4 of the NE 1/4 of the SE 1/4 S. 88°10'40" W, 289.64 feet; thence N. 16°57'20" W, 108.56 feet to the Southerly right of way line of State Road No. 40; thence with said right of way line N. 73°02'40" E, 324.00 feet to the Westerly right of way line of Interstate Highway No. 95; thence with said right of way line S 16°57'20" E, 30.59 feet to the East boundary of Section 25; thence with said East boundary of Section 25, S 0°50'10" E, 159.85 feet to the point of beginning.

Detail by Entity Name

Florida Profit Corporation
MONICA INVESTMENT GROUP, INC.

Filing Information

Document Number	P95000061147
FEI/EIN Number	59-3329839
Date Filed	08/08/1995
State	FL
Status	ACTIVE

Principal Address

402 HIGH POINT DRIVE
SUITE 101
COCOA, FL 32926

Changed: 04/01/2010

Mailing Address

402 HIGH POINT DRIVE
SUITE 101
COCOA, FL 32926

Changed: 04/01/2010

Registered Agent Name & Address

Shah, Summit
402 HIGH POINT DRIVE
SUITE 101
COCOA, FL 32926

Name Changed: 04/12/2023

Address Changed: 04/12/2023

Officer/Director Detail

Name & Address

Title CEO

SHAH, MAHESH
402 HIGH POINT DRIVE, STE 101
COCOA, FL 32926

Title Secretary

SHAH, RASHMI
402 HIGH POINT DRIVE, STE 101
COCOA, FL 32926

Title President

SHAH, SUMMIT
402 HIGH POINT DRIVE, STE 101
COCOA, FL 32926

Title VP, Treasurer

Shah, Monica
402 HIGH POINT DRIVE
SUITE 101
COCOA, FL 32926

Annual Reports

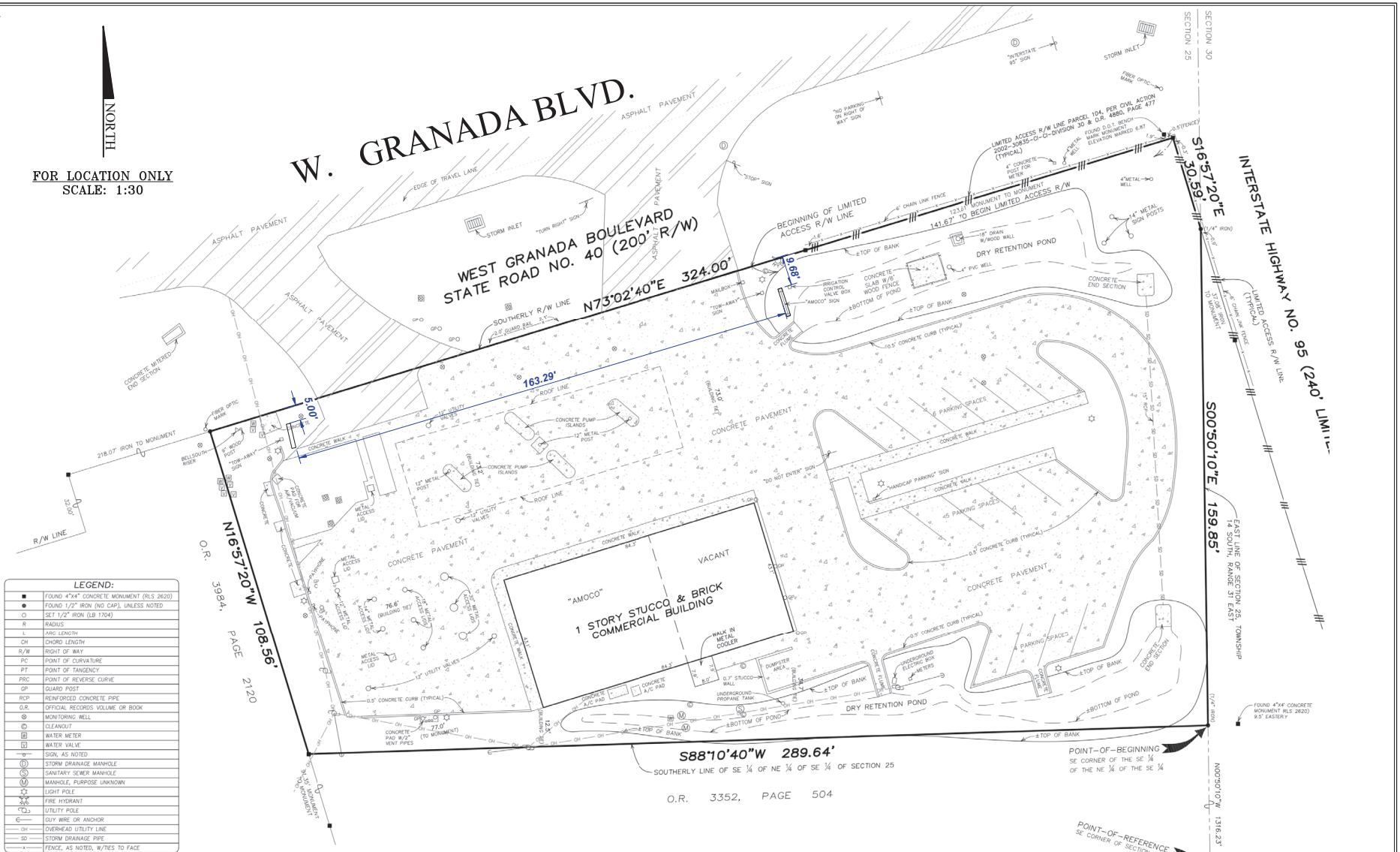
Report Year	Filed Date
2021	02/04/2021
2022	02/25/2022
2023	04/12/2023

Document Images

04/12/2023 -- ANNUAL REPORT	View image in PDF format
02/25/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
05/18/2020 -- ANNUAL REPORT	View image in PDF format
03/27/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
03/13/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- ANNUAL REPORT	View image in PDF format
03/21/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
03/31/2009 -- ANNUAL REPORT	View image in PDF format
04/02/2008 -- ANNUAL REPORT	View image in PDF format
04/05/2007 -- ANNUAL REPORT	View image in PDF format
03/15/2006 -- ANNUAL REPORT	View image in PDF format
08/30/2005 -- ANNUAL REPORT	View image in PDF format
03/18/2004 -- ANNUAL REPORT	View image in PDF format
04/15/2003 -- ANNUAL REPORT	View image in PDF format

04/24/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
05/08/2000 -- ANNUAL REPORT	View image in PDF format
05/13/1999 -- ANNUAL REPORT	View image in PDF format
05/14/1998 -- ANNUAL REPORT	View image in PDF format
05/15/1997 -- ANNUAL REPORT	View image in PDF format
04/11/1996 -- ANNUAL REPORT	View image in PDF format
08/08/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations



LEGEND:

■	FOUND 4"X4" CONCRETE MONUMENT (RLS 2620)
●	FOUND 1/2" IRON (NO CAP), UNLESS NOTED
○	SET 1/2" IRON (LB 1704)
R	RADIUS
L	ARC LENGTH
CH	CHORD LENGTH
R/W	RIGHT OF WAY
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
GP	GUARD POST
RCP	REINFORCED CONCRETE PIPE
O.R.	OFFICIAL RECORDS VOLUME OR BOOK
⊗	MONITORING WELL
Ⓒ	CLEANOUT
Ⓦ	WATER METER
Ⓥ	WATER VALVE
—o—	SIGN, AS NOTED
Ⓓ	STORM DRAINAGE MANHOLE
Ⓢ	SANITARY SEWER MANHOLE
Ⓜ	MANHOLE, PURPOSE UNKNOWN
☼	LIGHT POLE
	FIRE HYDRANT
	UTILITY POLE
	GUY WIRE OR ANCHOR
OH	OVERHEAD UTILITY LINE
SD	STORM DRAINAGE PIPE
-x-	FENCE, AS NOTED, W/TIES TO FACE

NOTES:

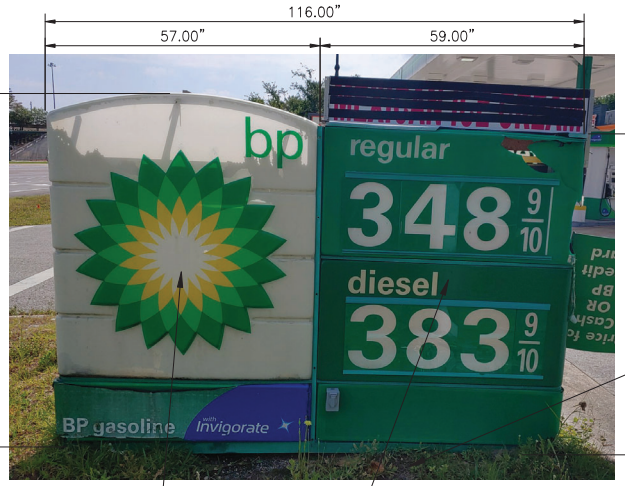
1. BEARING REFERENCE: N73°02'40"E FOR THE SOUTHERLY R/W LINE OF STATE ROAD NO. 40.
2. THIS IS AN ABOVE SURFACE SURVEY ONLY. UNDERGROUND INFORMATION, EXCEPT STORM DRAINAGE PIPE, NOT LOCATED OR SHOWN.
3. PROPERTY ADDRESS: 1628 WEST GRANADA BOULEVARD.
4. SUBJECT PROPERTY CONTAINS ±1.05 ACRES.
5. PROPERTY SURVEYED AND LEGAL DESCRIPTION SHOWN HEREON IS THE SAME AS COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT, ORDER NO. 10193963 CA, DATED 3-26-2004.

ALUMINUM PLUS
750 Int'l Speedway Blvd. Deland, Florida 32724
Tel (386) 734-2864 Fax (386) 736-7096
E-mail: aplus@aluminumplus.com
Web: www.aluminumplus.com
LIC. NO. CBC056832

Site Address: 1628 W Granada Blvd. Ormond Beach, FL 32174
01/08/24
Parcel ID: 412500000083
Customer: Southeast Petrol #15486

SHELL

PROPOSED I.D.SIGN (UL Listed)



EXISTING 'I.D. SIGN' FACES AND CABINET TO BE REMOVED AND DISPOSED OF PER E.P.A. STANDARDS.

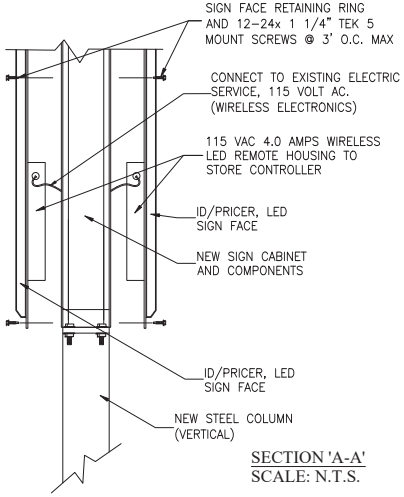
EXISTING 'PRICE SIGN' FACES AND CABINET TO BE REMOVED AND DISPOSED OF PER E.P.A. STANDARDS.

EXISTING SOLID CONCRETE FOOTER TO REMAIN

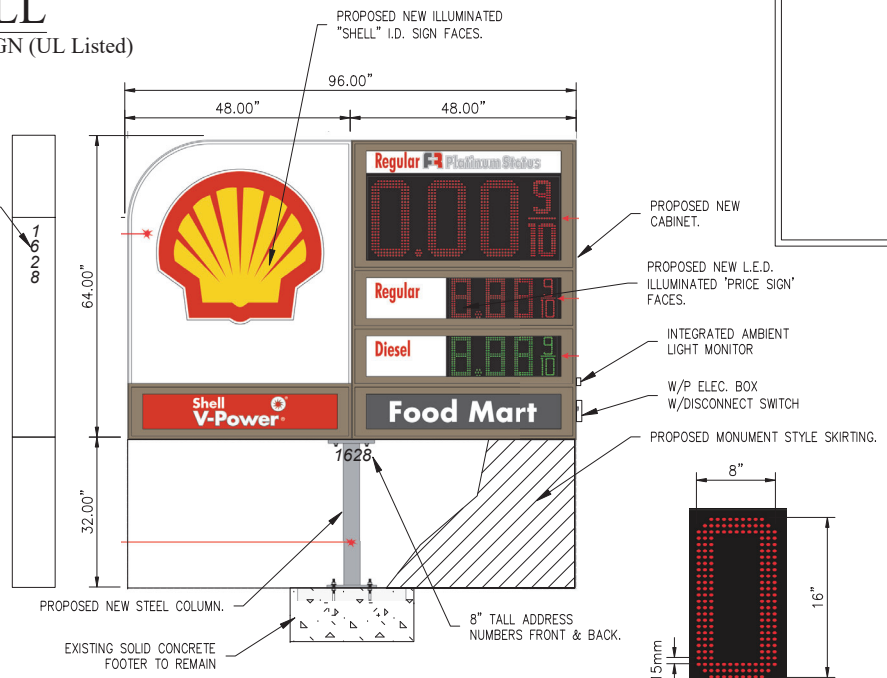
EXISTING ID SIGN
SCALE: N.T.S.

EXISTING SIGN AREA:

I.D. SIGN:	31.67 S.F.
REG/PLUS/POWER:	29.50 S.F.
TOTAL:	61.17 S.F.



SECTION 'A-A'
SCALE: N.T.S.



ELECTRICAL:
INPUT: 120VAC
BACK LIGHTING: 2.75 AMP
LED DIGITS: 3.5 AMP

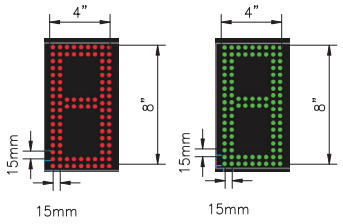
NOTE:
TOTAL CHANGEABLE COPY AREA: 8.97 S.F.
TOTAL SIGN AREA: 42.66 S.F.
ALLOWABLE OF 42.66 X 60% =25.60 S.F.

CHANGEABLE COPY WINDOW AREA
LARGE RED: 41.75" X 19.75" = 5.73 S.F.
PIXEL SPACING: 15mm
SMALL RED: 24.50" X 9.50" =1.92 S.F.
PIXEL SPACING: 15mm
SMALL GREEN: 24.50" X 9.50" =1.92 S.F.
PIXEL SPACING: 15mm

PROPOSED ID SIGN
SCALE: N.T.S.

PROPOSED SIGN AREA:

I.D. SIGN:	21.33 S.F.
REG/DSL/MART:	21.33 S.F.
TOTAL:	42.66 S.F.



Electrical Hookup
-Sign is UL Listed.
-Electrical requirements are 120 VAC 20A, with a connected load of less than 15 amps.
-This product is installed in a Class 1 Division 2 location per NEC 2020 chapter 500.
-All wiring must be installed per local code and NEC requirements.
-After installation of sign, electrician should run 16" whip through conduit nipple to J-Box with switch and connected to primary electrical. (see Figure 2). Liquid tight conduit, J-Box and switch to be provided by electrician.
-The NEC requires that a UL listed disconnect switch be installed and must be in straight line-of-sight from the sign, after installation. This switch can be located directly behind the canopy fascia and can control all signs on the same circuit that maintain the line-of-sight requirement.

This structure has been designed in accordance with the requirements of the Florida building code, 8th ED. (2023), chapter 16, structural loads, ASCE 7-22 supplements & per N.E.C. 2020.
the following wind load requirements, in accordance with section 1609, were employed in the design of the structure.
Basic wind speed: 150 mph, w/ 3-second gusts.
Building category: II
Wind exposure category: C
Design wind pressure for exterior components & cladding: (32.00 PSF)

Contractor:
Aluminum Plus
750 E. Int'l. Speedway Blvd.
Deland, FL 32724
Ph 386-734-2864
Fx 386-736-7096
aplus@aluminumplus.com
www.aluminumplus.com

ENGINEERING • PLANNING • PERMITTING

JOB # Southeast Petrol #15486
SHEET TITLE: I.D. Sign 01/08/24
PROJECT: 1628 W Granada Blvd. Ormond Beach, FL 32174
PARCEL: 412500000083

EPI
ENGINEERED PERMITS, INC.
311-A S. WOODLAND BLVD
DELAND, FL 32720
PHONE: 386-734-2830
FAX: 386-734-8226
CERT NO. 26298
EMAIL: epi@epieng.net

MICHAEL WOJTUNIAK, P.E.
P.E. NO. 60934
EMAIL: mwojtuniak@epieng.net

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MICHAEL J. WOJTUNIAK, P.E. ON ____ USING A S.H.A. AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE S.H.A. AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS THE RAISED SEAL HAS BEEN UTILIZED.

DRAFT

Planning Board minutes from

April 11, 2024

ITEM:

PZ-2024-036

1628 West Granada Boulevard

Special Exception, Electronic Changeable Copy Signage for the Retail Prices of Gasoline

Mr. Galloway concurred, stating that the Board approved 447 homes in a community in the part of town that is growing. The project originally came to the Board from Mr. Ronnie Bledsoe and Mr. Tommy Durrance as well, who are now both deceased. Mr. Galloway remarked that he wished that the City had more developers and development that had been built in this area by the three individuals, where the money stayed local. Mr. Galloway thanked Mr. Mynchenberg and urged him to make it look pretty. He concluded that people are moving to the area and good quality projects are needed.

Mr. Jorczak and Mr. Railsback concurred.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Railsback motioned to approve SPRC 2024-000018, Fountain View, Phase 1F, Preliminary Plat. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

F. PZ 2024-036, 1628 West Granada Boulevard, Special Exception for Electronic Changeable Copy Signage

Ms. Noel Eaton, Senior Planner, stated this is an application submitted for a Special Exception to allow for one electronic changeable copy sign for retail prices of gasoline at the Shell Convenience store located at 1628 West Granada Boulevard. She stated that there are no other site or building improvements proposed. Ms. Eaton reviewed the development order review process for the Special Exception that included (1) Planning staff review, (2) Planning Board review and recommendation, and (3) City Commission action.

Ms. Eaton stated that electronic changeable copy signage for the retail display of gasoline is allowed as a Special Exception. She stated that the applicant is proposing to replace the entire monument sign cabinet, and the new sign is proposed to be in the same location and will comply with all other monument signage and electronic changeable copy sign standards as outlined in the staff report. Ms. Eaton stated that the application complies with Section 3-47(G) of the LDC and staff recommends approval of the application.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. du Moulin asked about the wind velocity for the signage since it has more height and less base to hold it securely in a storm. Ms. Eaton replied that there is a building review for all signs that reviews compliance with the Florida Building Code for wind load.

Applicant's Presentation

Mr. Michael Jackson, Aluminum Plus, stated that everything presented to building departments come with engineered signed and sealed drawings. He continued that his company installed the canopy at the Mobil, BP and Texaco Gas Stations.

DRAFT

Board Recommendation

Ms. Shull opened it up to the Board for a motion.

Mr. Galloway motioned to approve PZ 2024-036, 1628 West Granada Boulevard, Special Exception for Electronic Changeable Copy Signage. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

Mr. Galloway asked for clarification if the Board is going to continue going through this process for digital signs. Mr. Spraker replied that yes, unless direction is provided to staff and City Commission that the Planning Board would like to alter the process for these items.

Attorney Hayes stated that it is part of the statutory process and explained that several years ago the Florida Legislature passed a law that would allow these type of requests to be reviewed and approved by local government, based on certain conditions. He commented that without the Legislation, these would not be heard here. They have to come before the Board on a case-by-case basis to be determined on their own facts as each application stands on its own merits.

G. PZ 2024-038, Interlocal Service Boundary Agreement (ISBA) Renewal

Mr. Spraker, Planning Director, explained that this is an administrative request to renew the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) for a period of ten (10) years. The North U.S. 1 Interlocal Service Boundary Agreement (ISBA) was adopted in 2014, amended in 2019 (Plantation Oaks – first amendment), and 2021/2022 (RidgeHaven – second amendment). The administrative request seeks a ten-year renewal and does not amend any other portions of the North U.S. 1 Interlocal Service Boundary Agreement (ISBA). Mr. Spraker showed maps of the Interlocal Service Boundary Agreement area and stated that after City Commission action, Volusia County must also act on the interlocal agreement.

Mr. Spraker stated that the ISBA has been successful in planning tools with property owner participation through landscaping grants, city expansion of water and sewer facilities, the interchange at U.S. Highway 1 and Interstate 95 and redevelopment as with the Ormond ACE Hardware, Dunkin Donuts, the Cheaters business that was demolished, and the Dollar General being put in there. Mr. Spraker stated that Planning staff is recommending approval of the ten year renewal of the Interlocal Service Boundary Agreement (ISBA). If approved it goes to the City Commission and then the Volusia County Council.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Jorczak referenced page 2 where is states that January 19, 2024, staff received the Volusia County Resolution and in 2023-156, where it initiated the process to amend the ISBA Resolution 2023-156 containing two parts, expansion of the land area of the ISBA to include the property at 874 Hull Road. Mr. Jorczak asked if it is an attempt by the County to dump the Belvedere project. Attorney Hayes responded that the only thing the Board is being asked to do is to make a recommendation to

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.

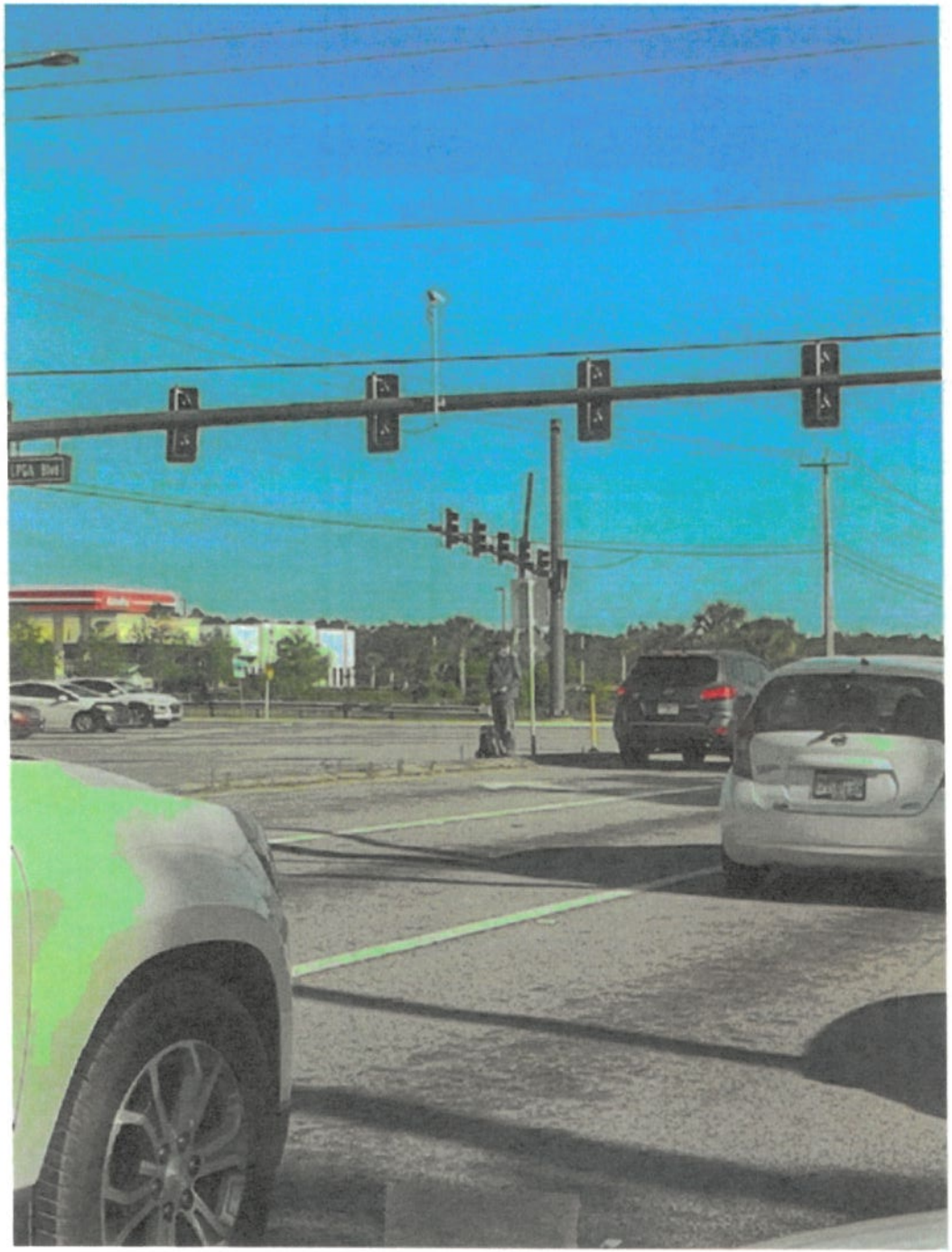
Budget Impact: N/A

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



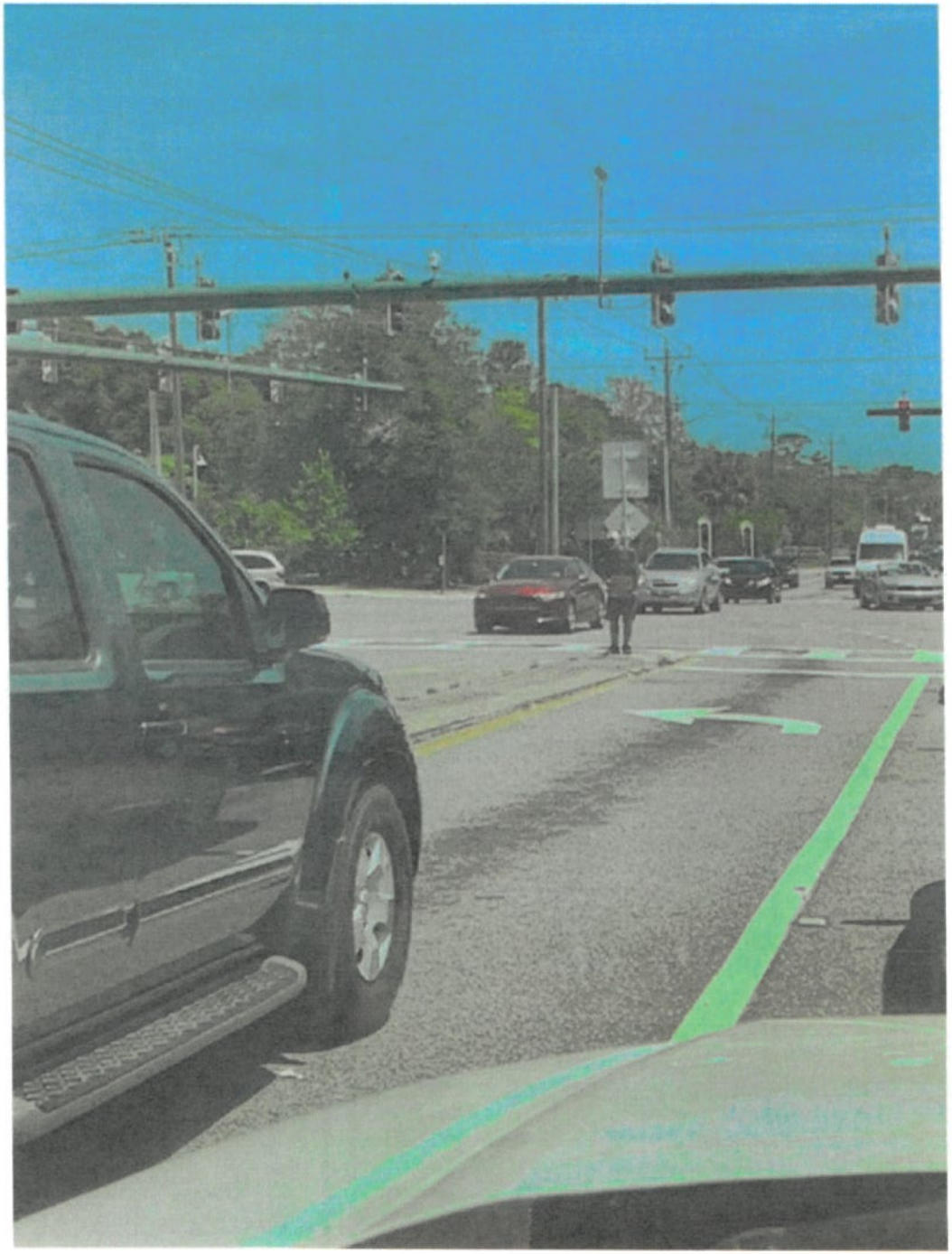
FN: 1



FN: 1



FN: 1



FN: 1



FN: 1


STOP WAR
FREE
PALESTINE
NO CHILD BORN TO DIE
FREE
PALESTINE
FREE
PALESTINE
PARKS

FN: 2



FN: 3



FN: 3

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

Corridor Safety Analysis

Engineering Department

April, 2024

PUBLIC WORKS

WORKING TOGETHER FOR ORMOND BEACH

Table of Contents

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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

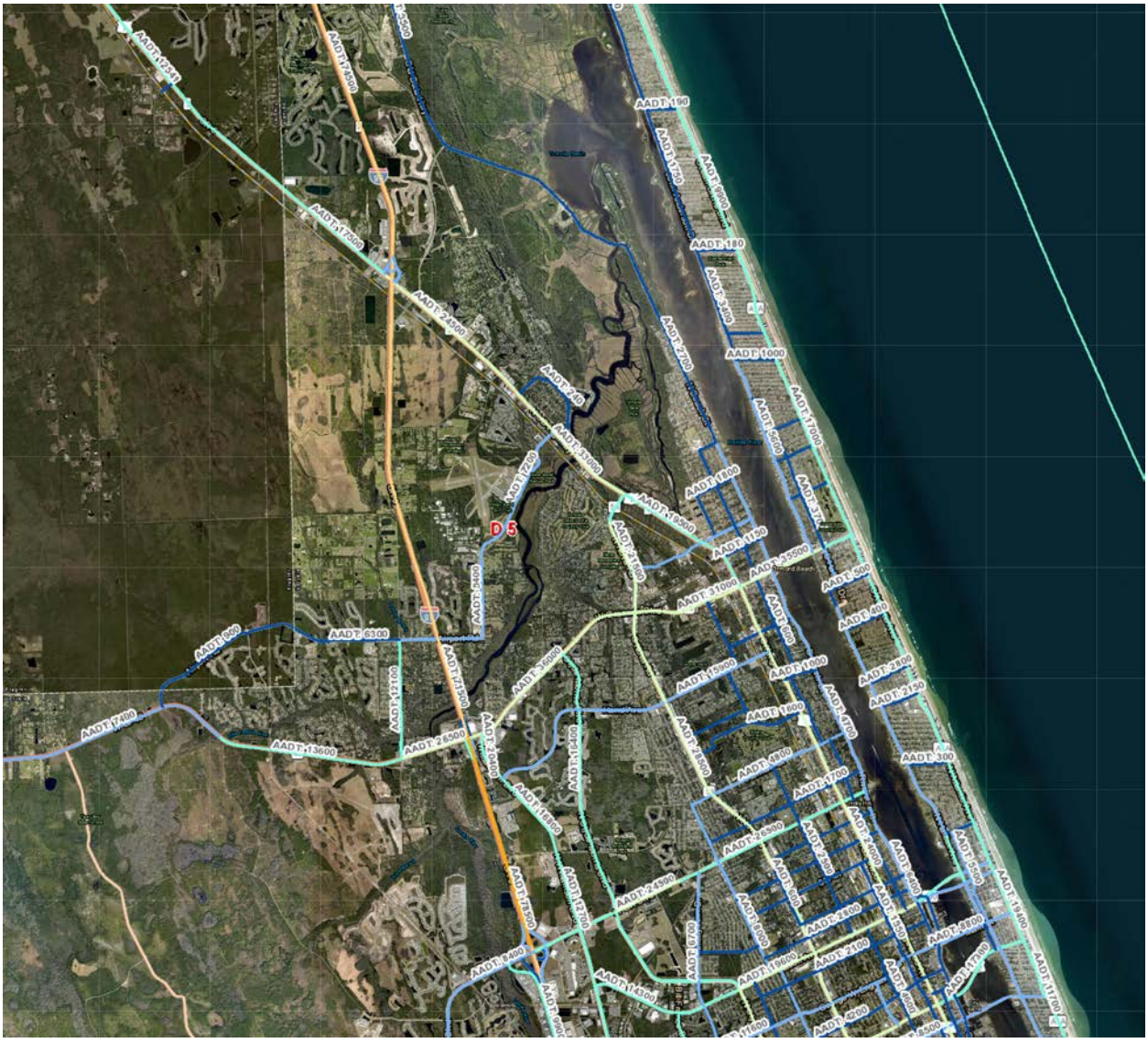
Table 1: Smart Growth America's Tabulated Metro Areas, *Dangerous by Design 2023*

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.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AADT 1000
AADT 180
AADT 190
AADT 1800
AADT 1600
AADT 1700
AADT 300
AADT 2100
AADT 4200
AADT 2800
AADT 2150
AADT 1400
AADT 1900
AADT 2600
AADT 2700
AADT 1150
AADT 600
AADT 400
AADT 5500
AADT 6800
AADT 11700
AADT 17400
AADT 13600
AADT 12100
AADT 15900
AADT 31000
AADT 24900
AADT 16400
AADT 11800
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AADT 18500
AADT 17000
AADT 9900
AADT 5600
AADT 1900
AADT 1750
AADT 1250
AADT 17500
AADT 12300
AADT 17500
AADT 24500
AADT 17500
AADT 17500
AADT 17

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.

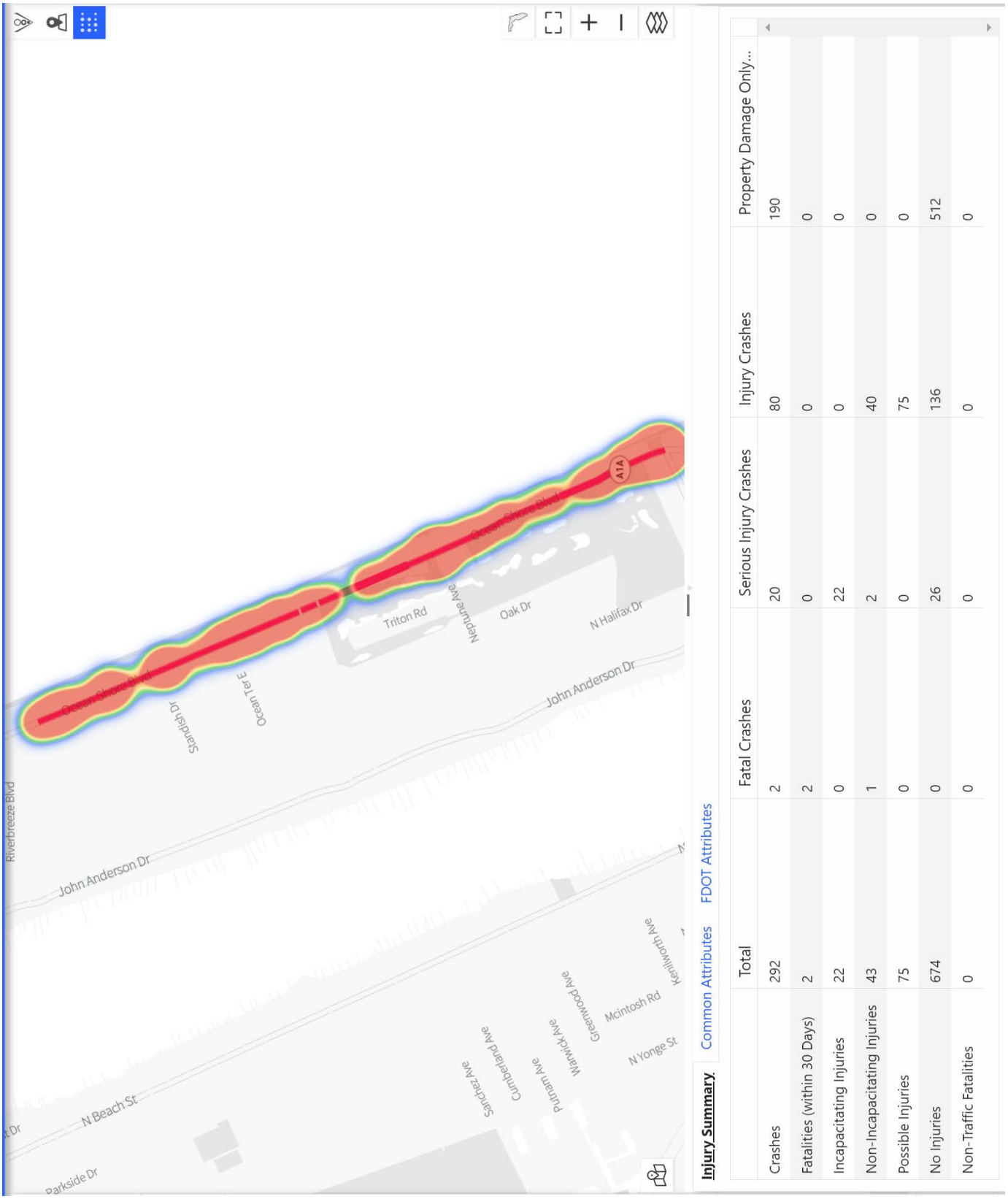
Conclusions

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’

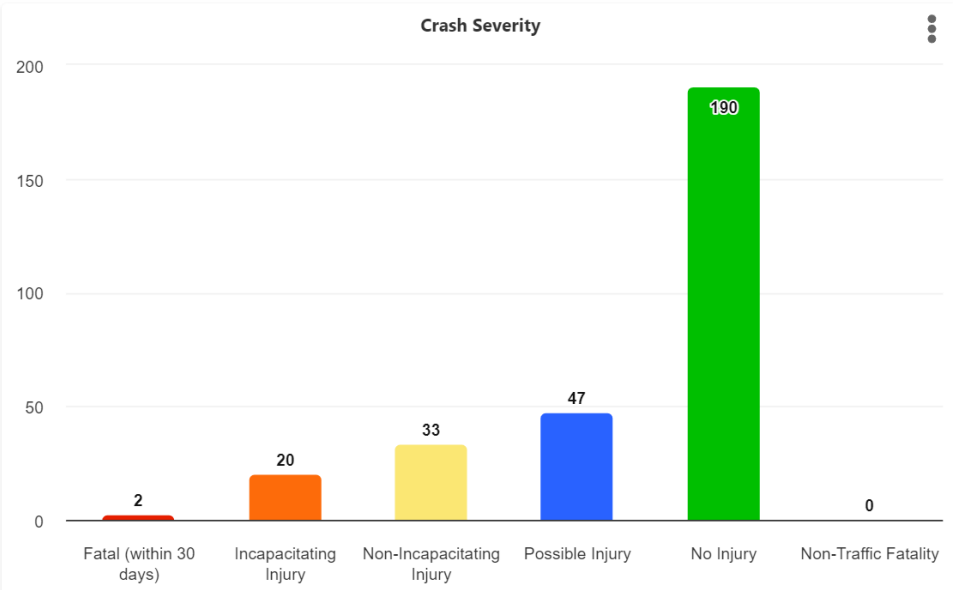
Crash Data from University of Florida’s Signal 4 Analytics

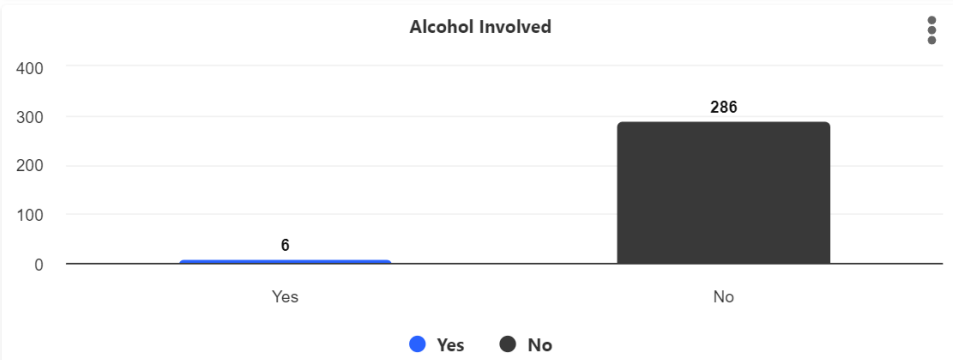
S.R. A1A
(North City Limits to Granada Blvd.)

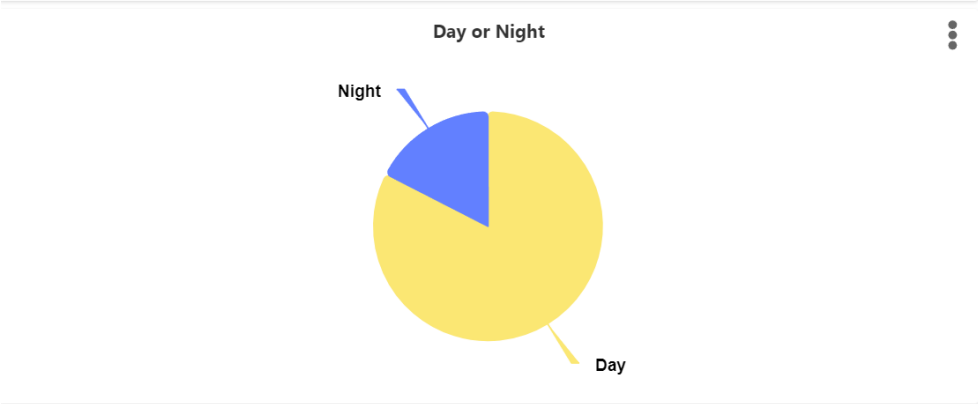


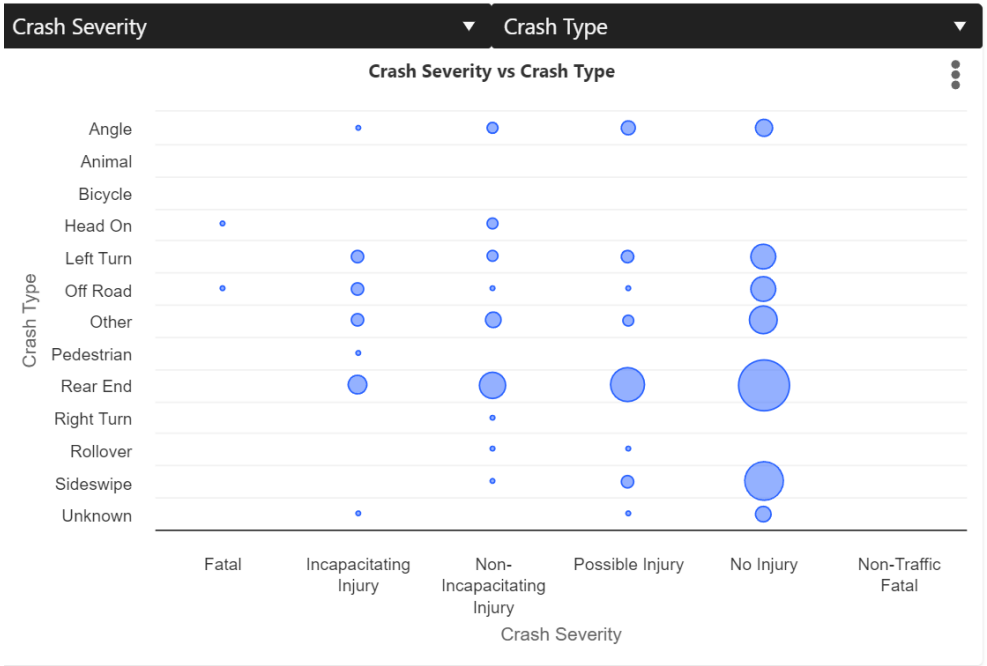
Injury Summary | Common Attributes | FDOT Attributes

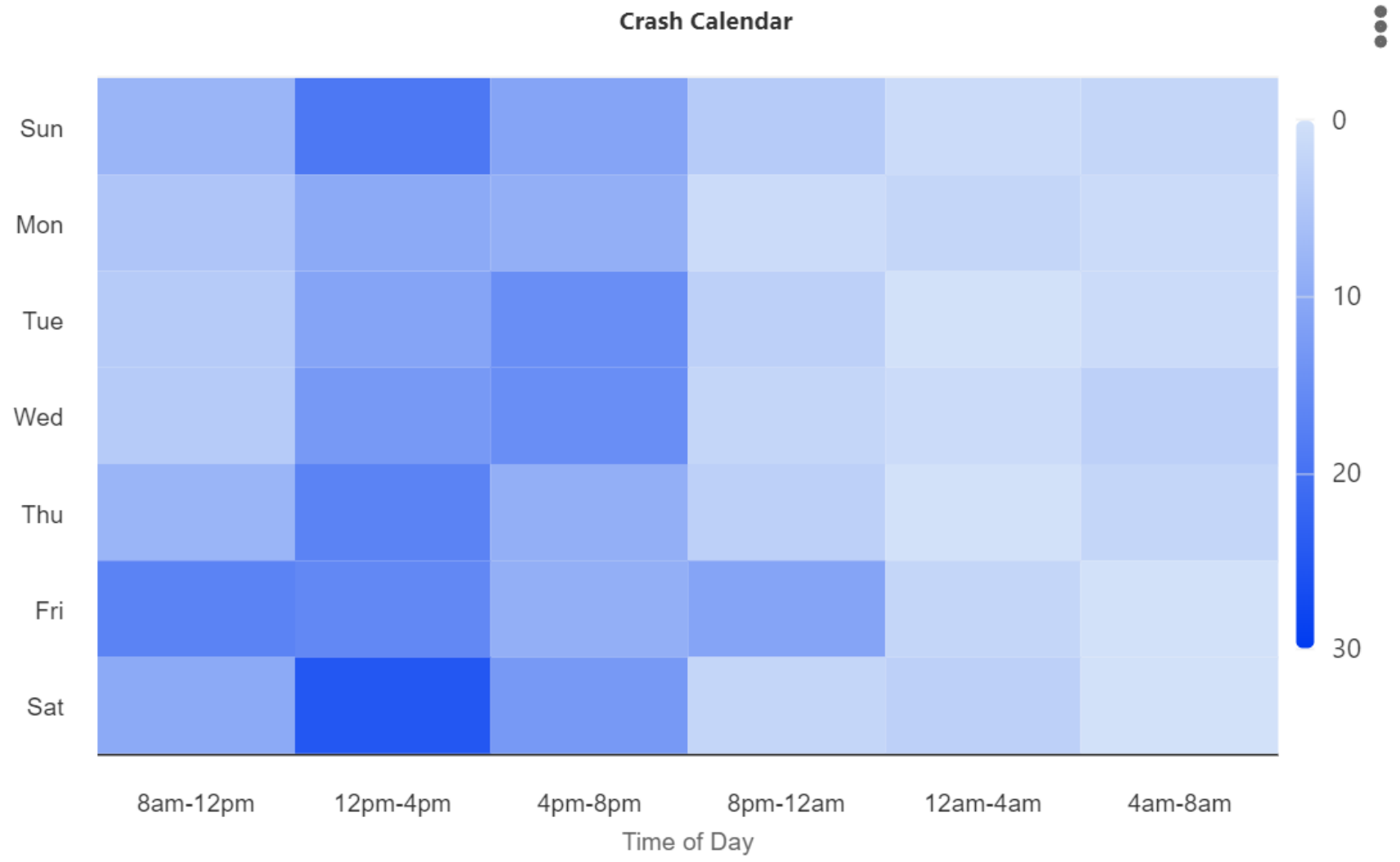
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	292	2	20	80	190
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	22	0	22	0	0
Non-Incapacitating Injuries	43	1	2	40	0
Possible Injuries	75	0	0	75	0
No Injuries	674	0	26	136	512
Non-Traffic Fatalities	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



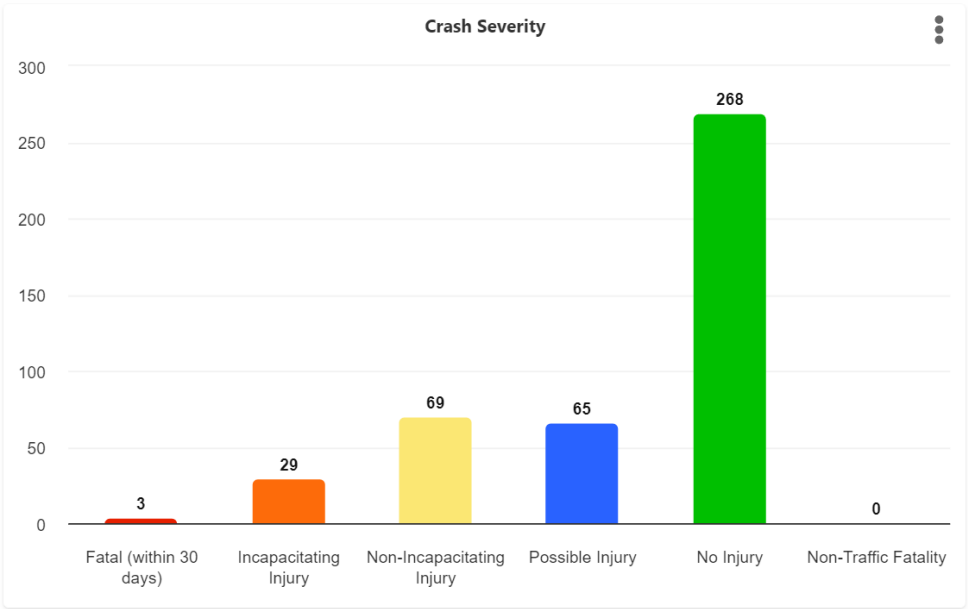
Geolocation Status

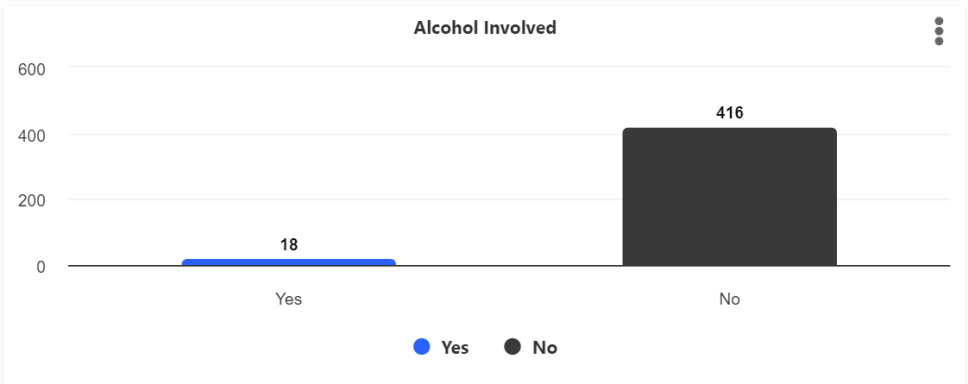
S.R. A1A
(Granada Blvd. to South City Limits)

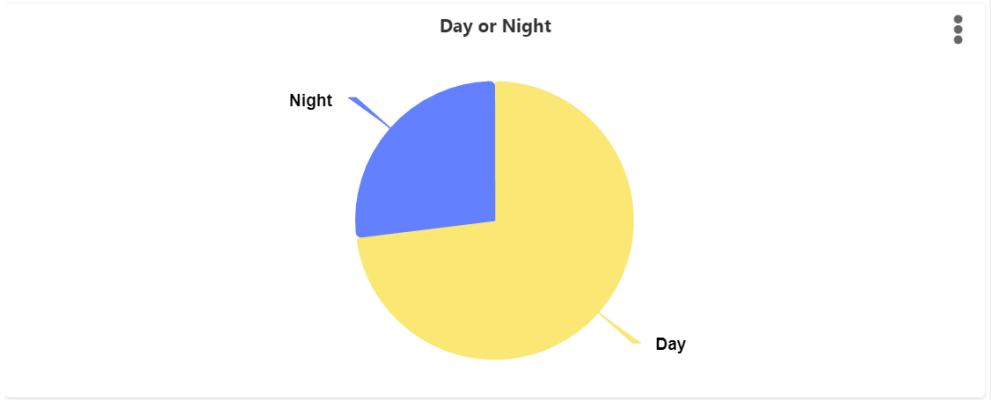


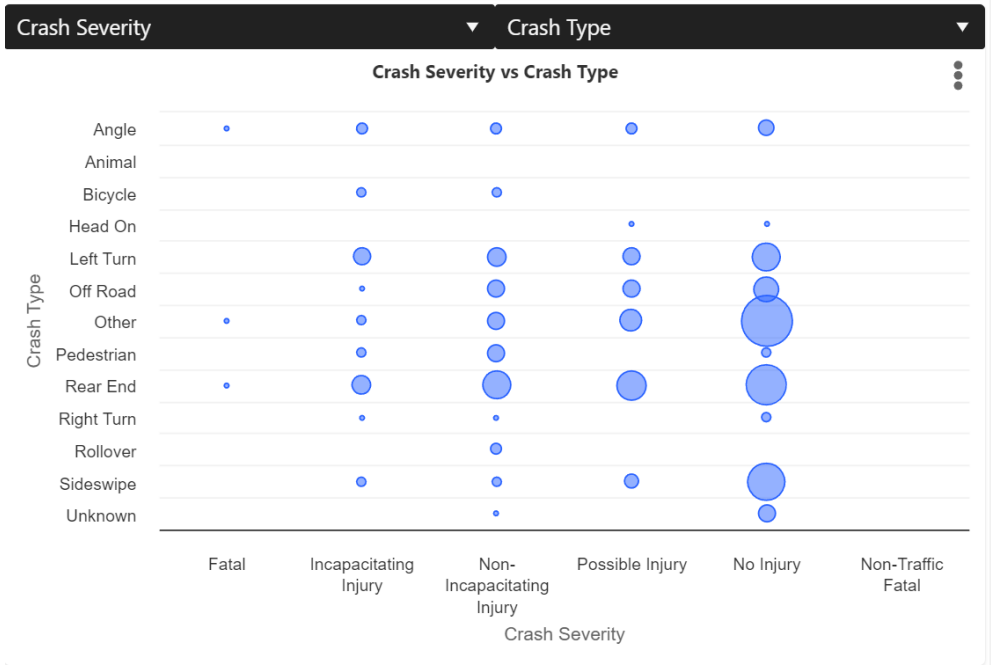
Injury Summary Common Attributes FDOT Attributes

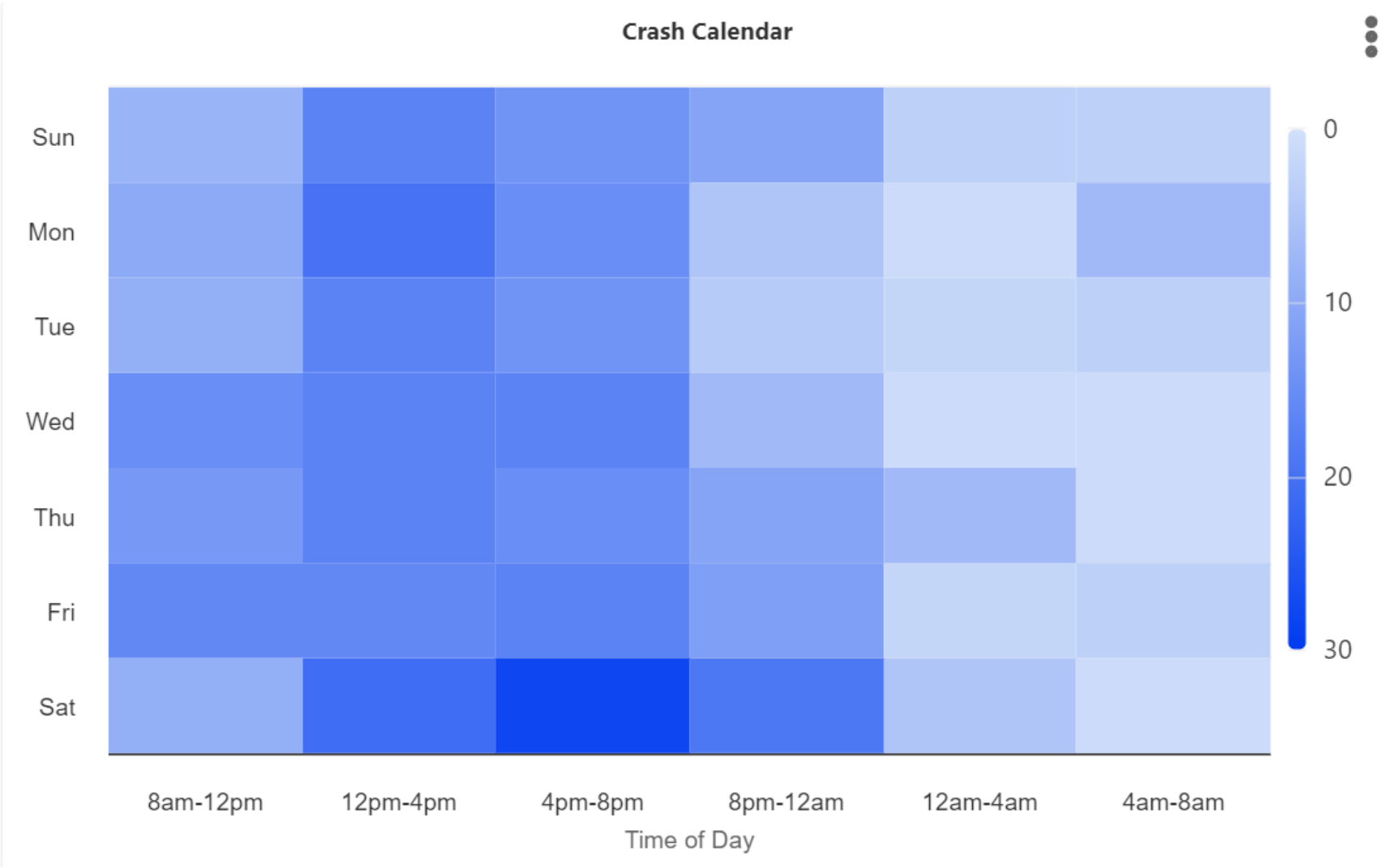
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	434	3	29	134	268
Fatalities (within 30 Days)	3	3	0	0	0
Incapacitating Injuries	36	4	32	0	0
Non-Incapacitating Injuries	92	1	5	86	0
Possible Injuries	129	2	8	119	0
No Injuries	896	4	39	185	668
Non-Traffic Fatalities	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

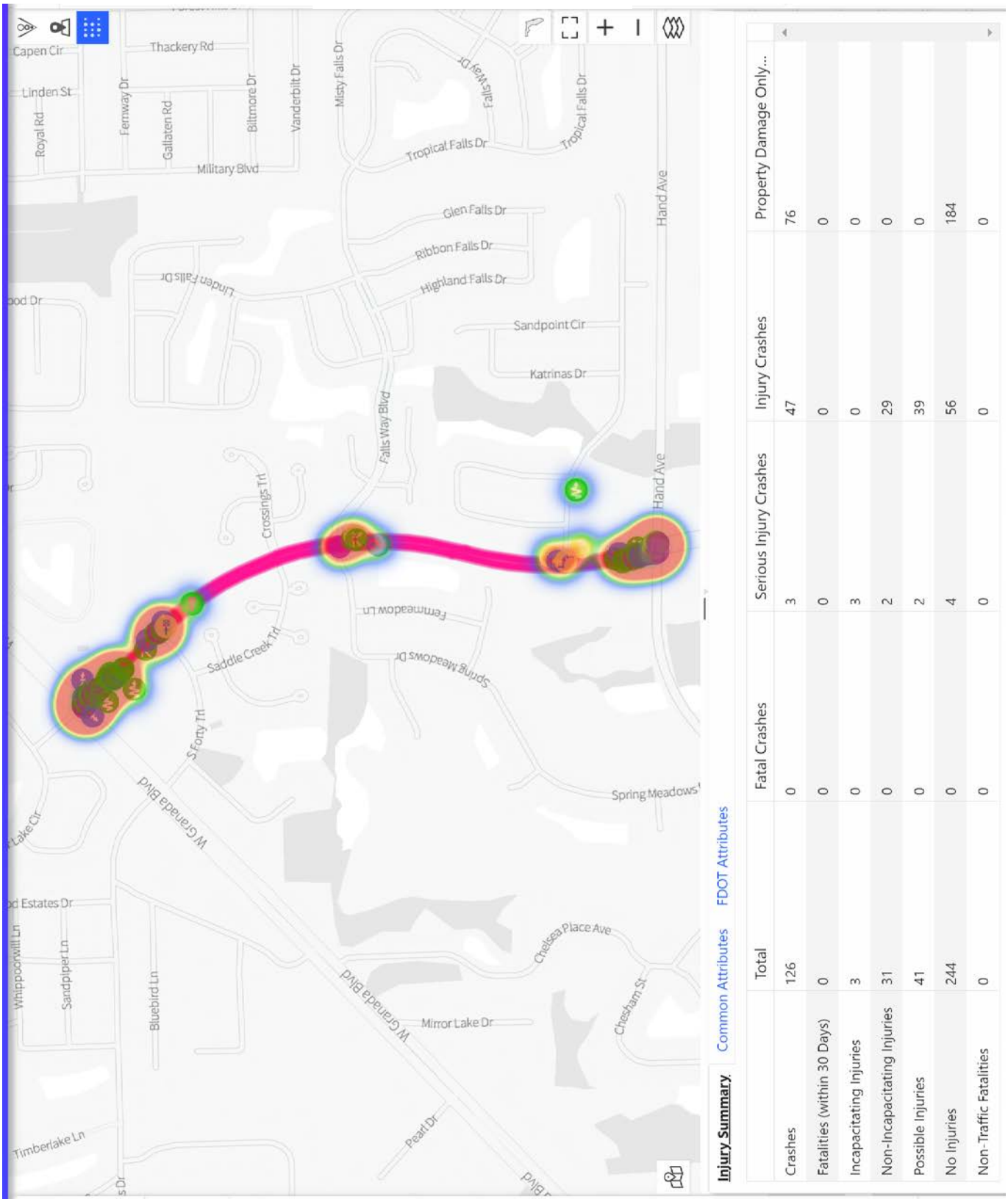

Alcohol Involved
600
400
200
0
18
416
Yes
No
Yes
No


Day or Night
Night
Day

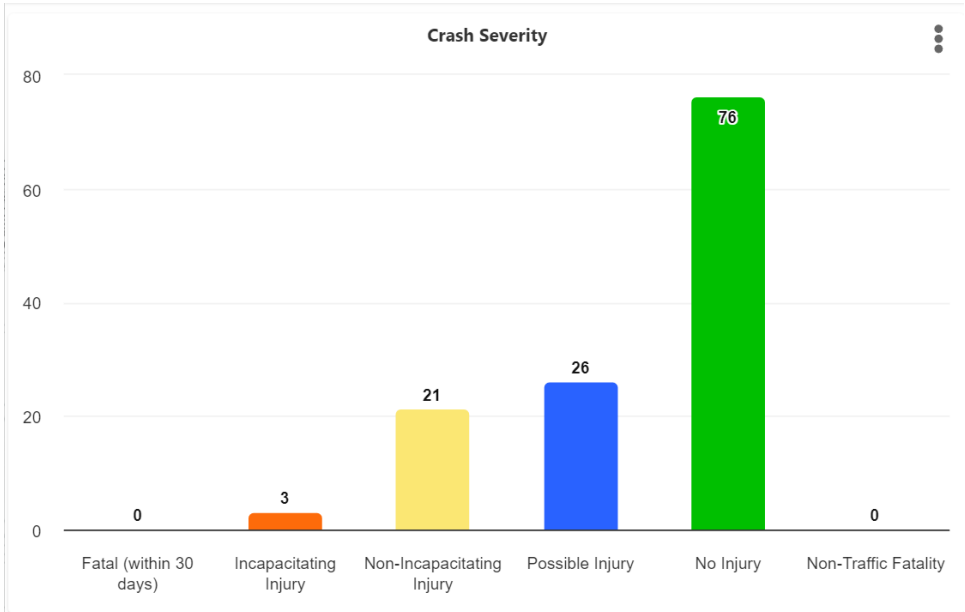

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

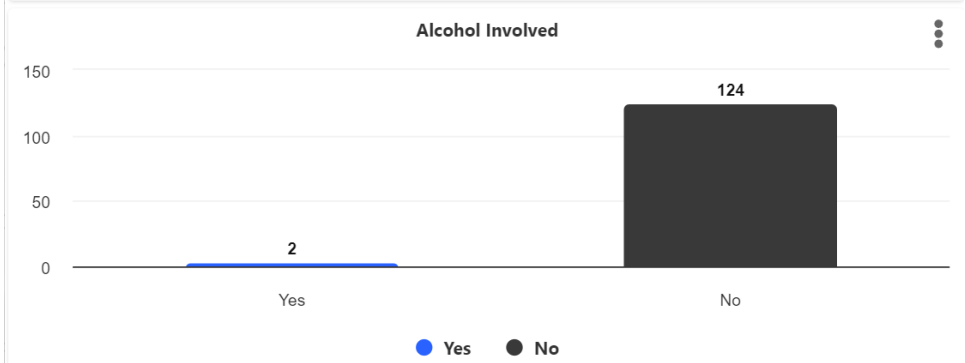

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

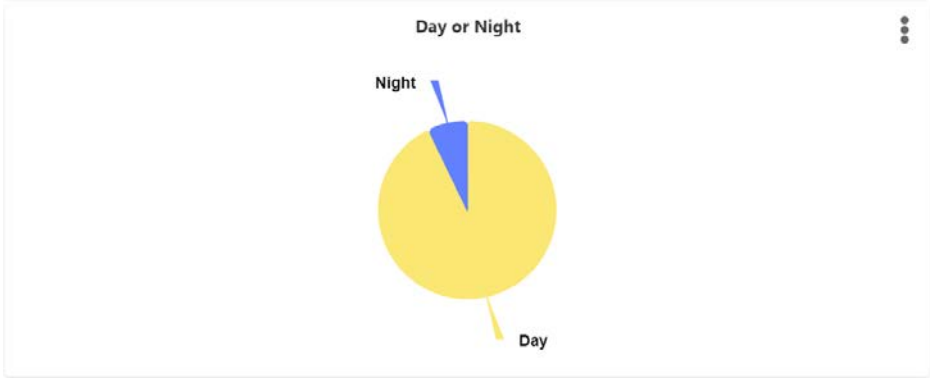
Clyde Morris Blvd.
(Granada Blvd. to Hand Ave.)

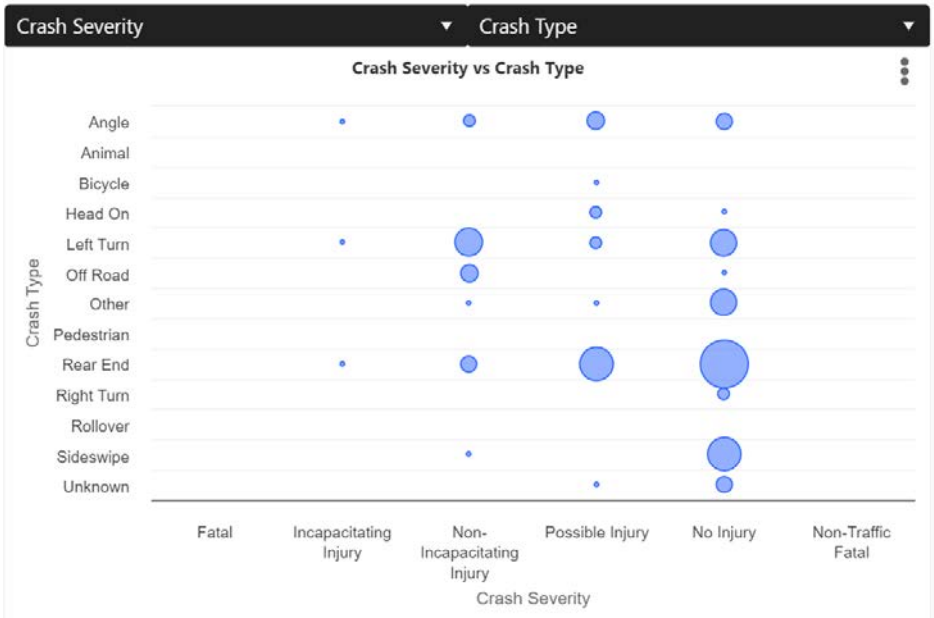


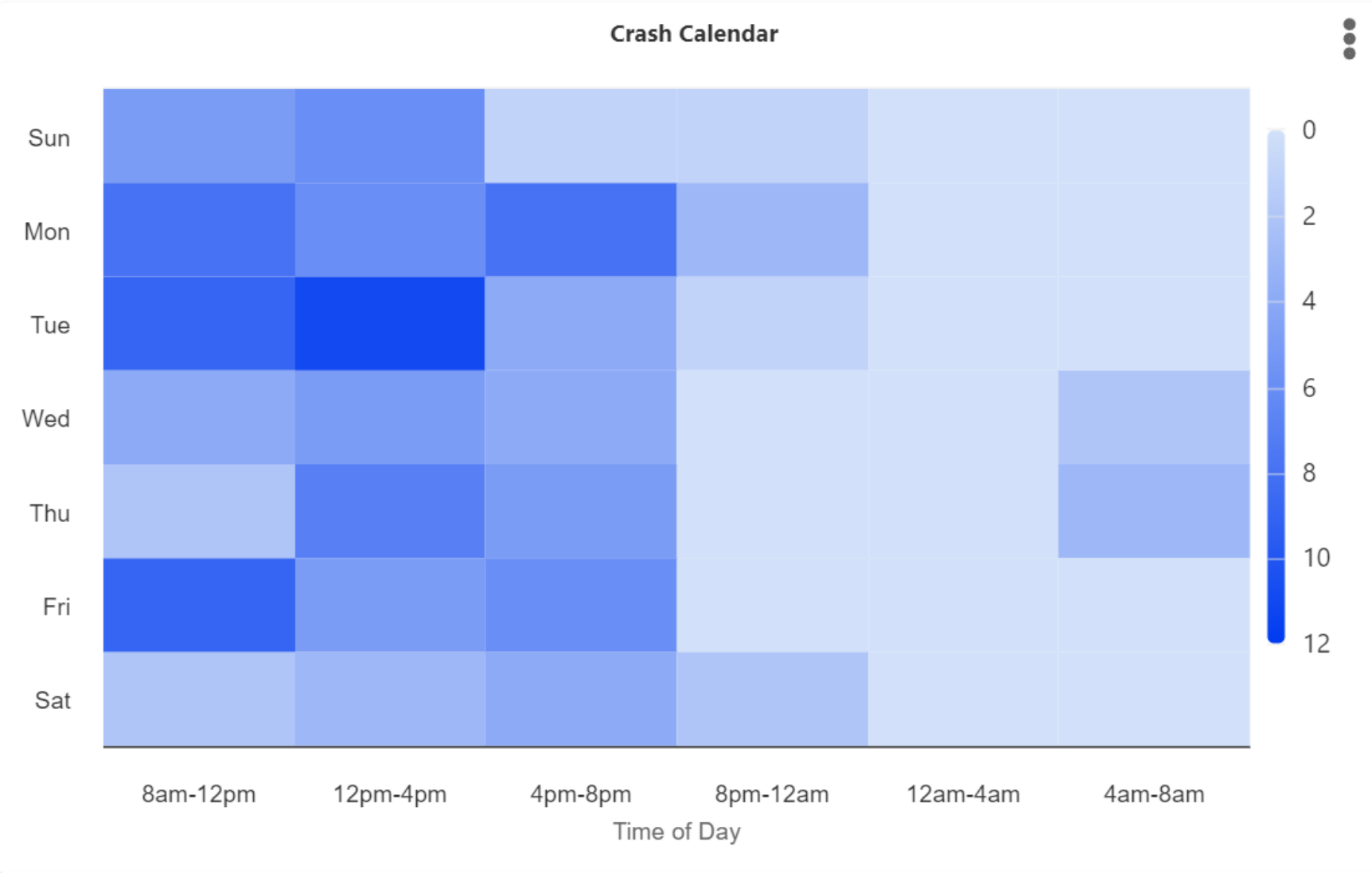
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	126	0	3	47	76
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	3	0	3	0	0
Non-Incapacitating Injuries	31	0	2	29	0
Possible Injuries	41	0	2	39	0
No Injuries	244	0	4	56	184
Non-Traffic Fatalities	0	0	0	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

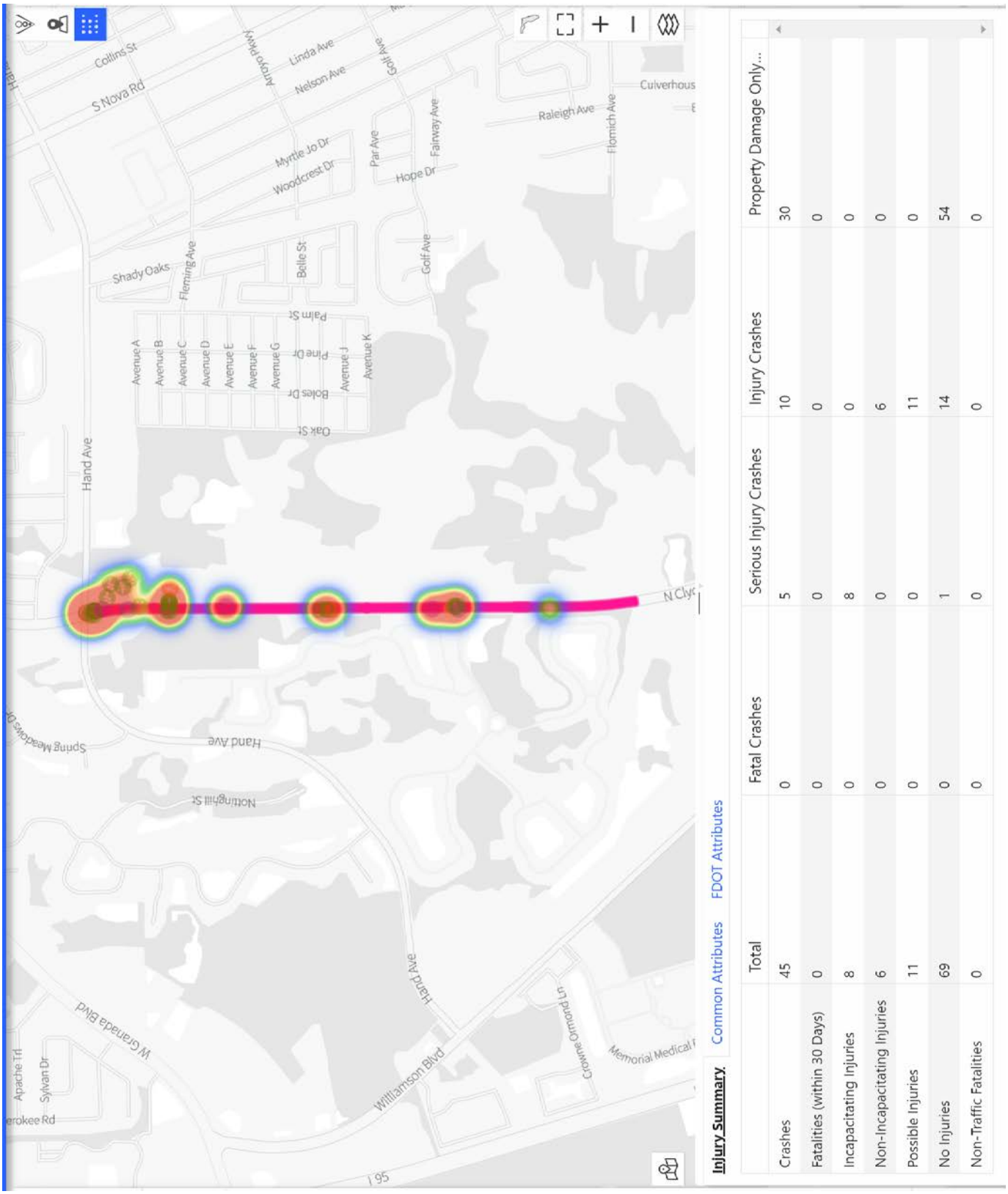

Alcohol Involved
150
100
50
0
2
124
Yes
No
Yes
No


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

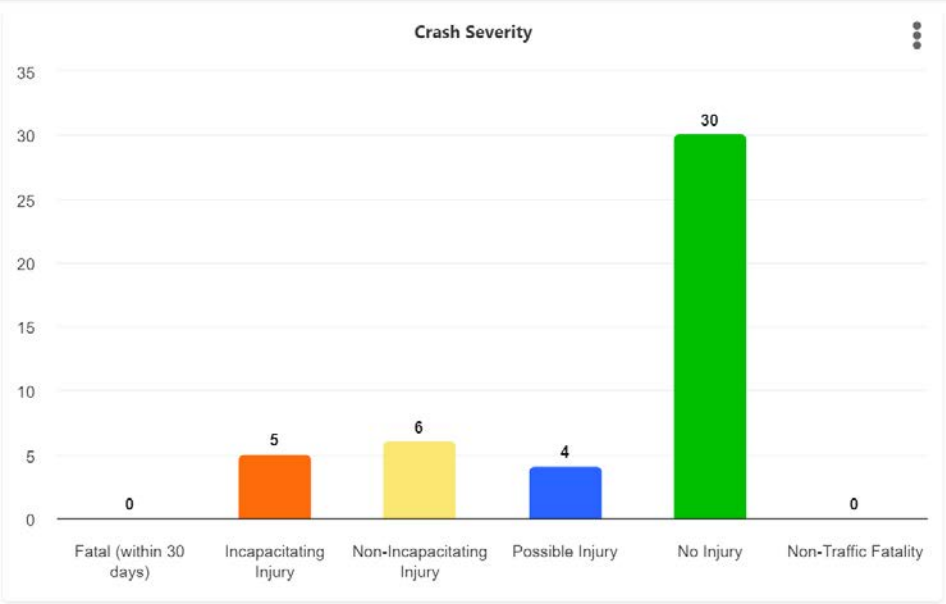

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
12
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

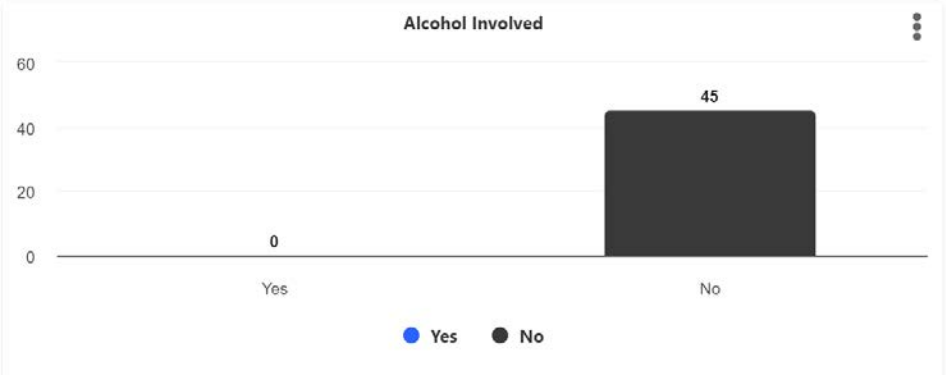
Clyde Morris Blvd.
(Hand Avenue to South City Limits)

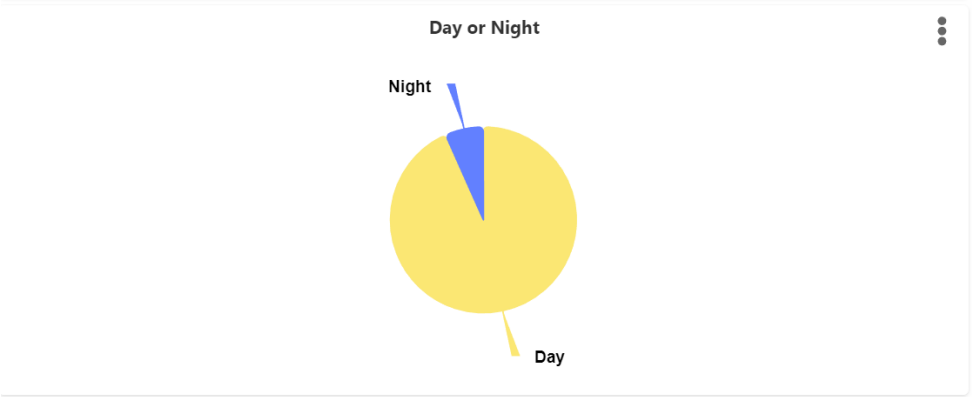


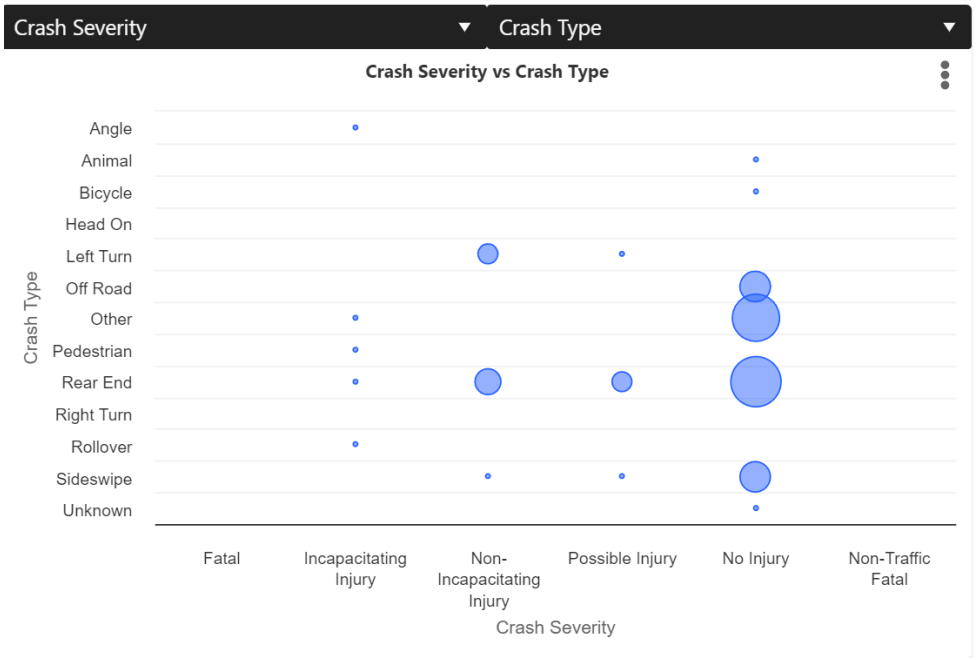
Injury Summary | Common Attributes | FDOT Attributes

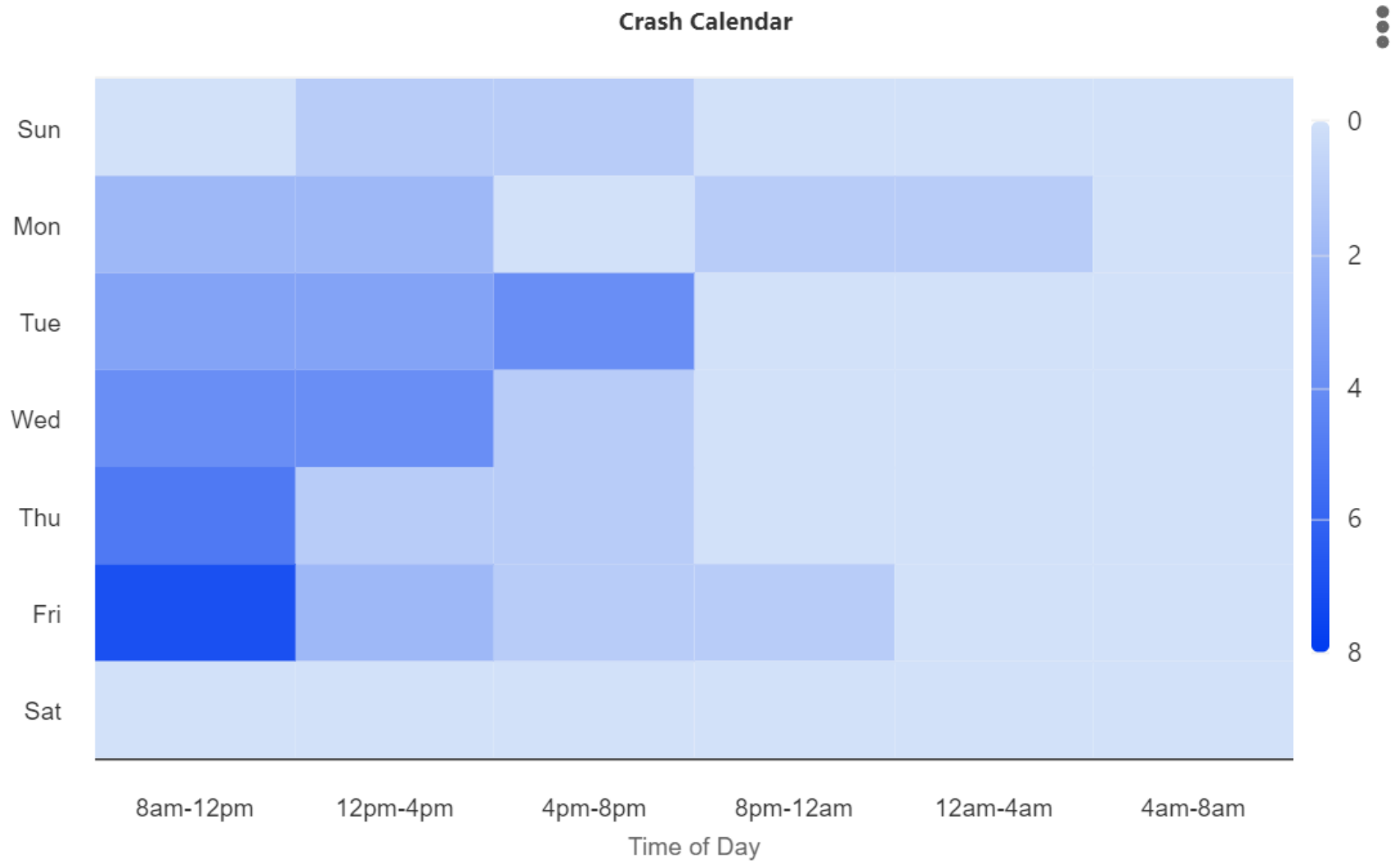
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	45	0	5	10	30
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	8	0	8	0	0
Non-Incapacitating Injuries	6	0	0	6	0
Possible Injuries	11	0	0	11	0
No Injuries	69	0	1	14	54
Non-Traffic Fatalities	0	0	0	0	0


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

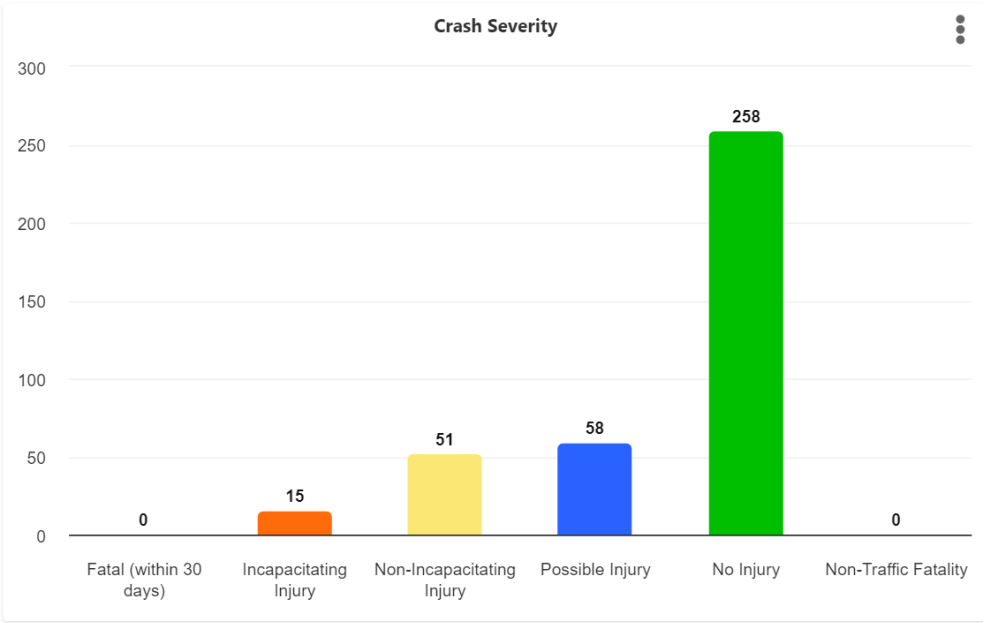

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

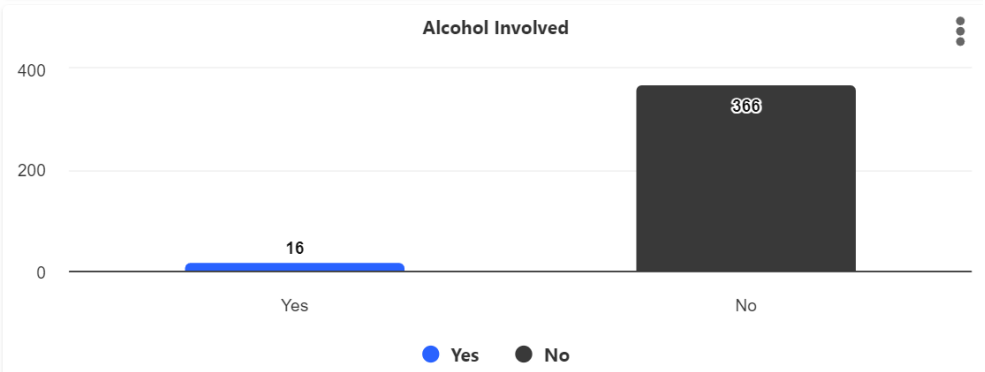
Granada Blvd.
(S.R. A1A to John Anderson Drive)

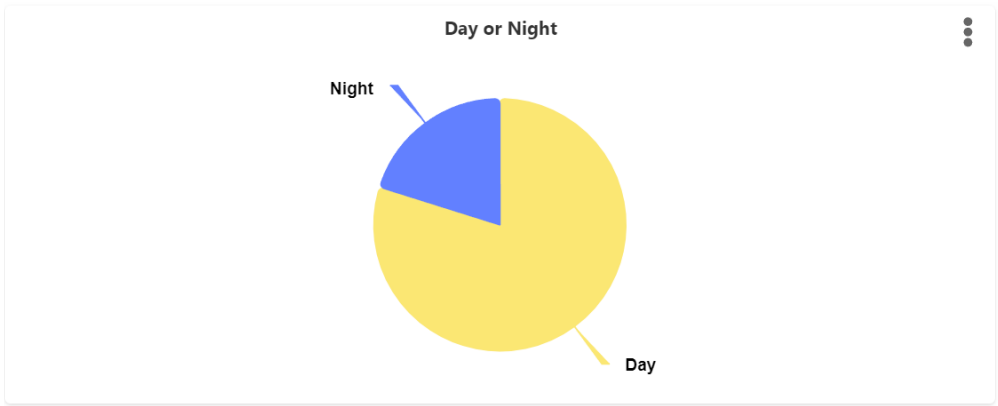


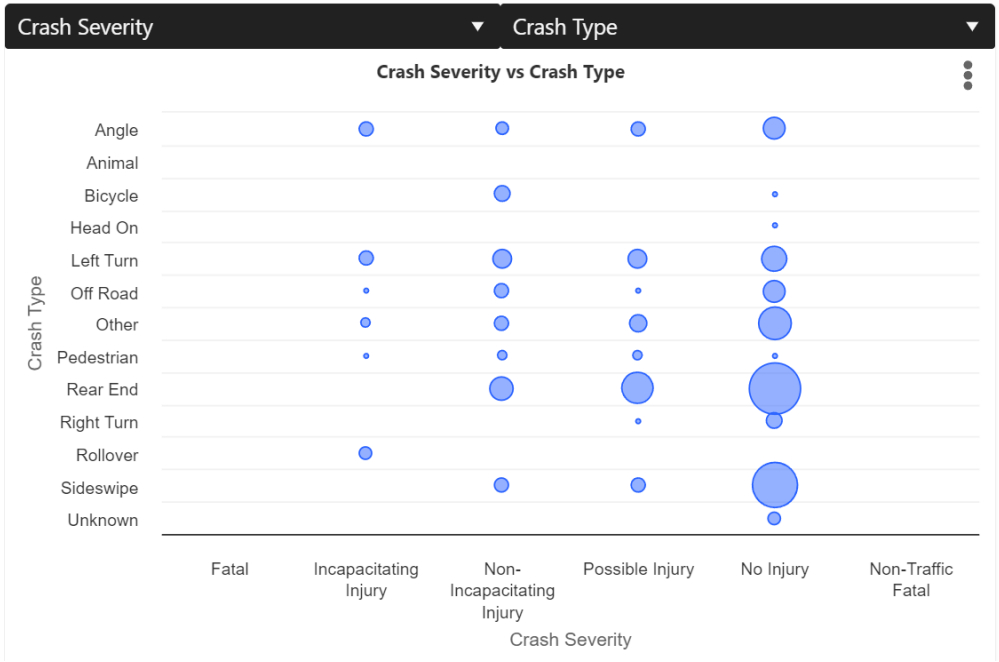
Injury Summary Common Attributes FDOT Attributes

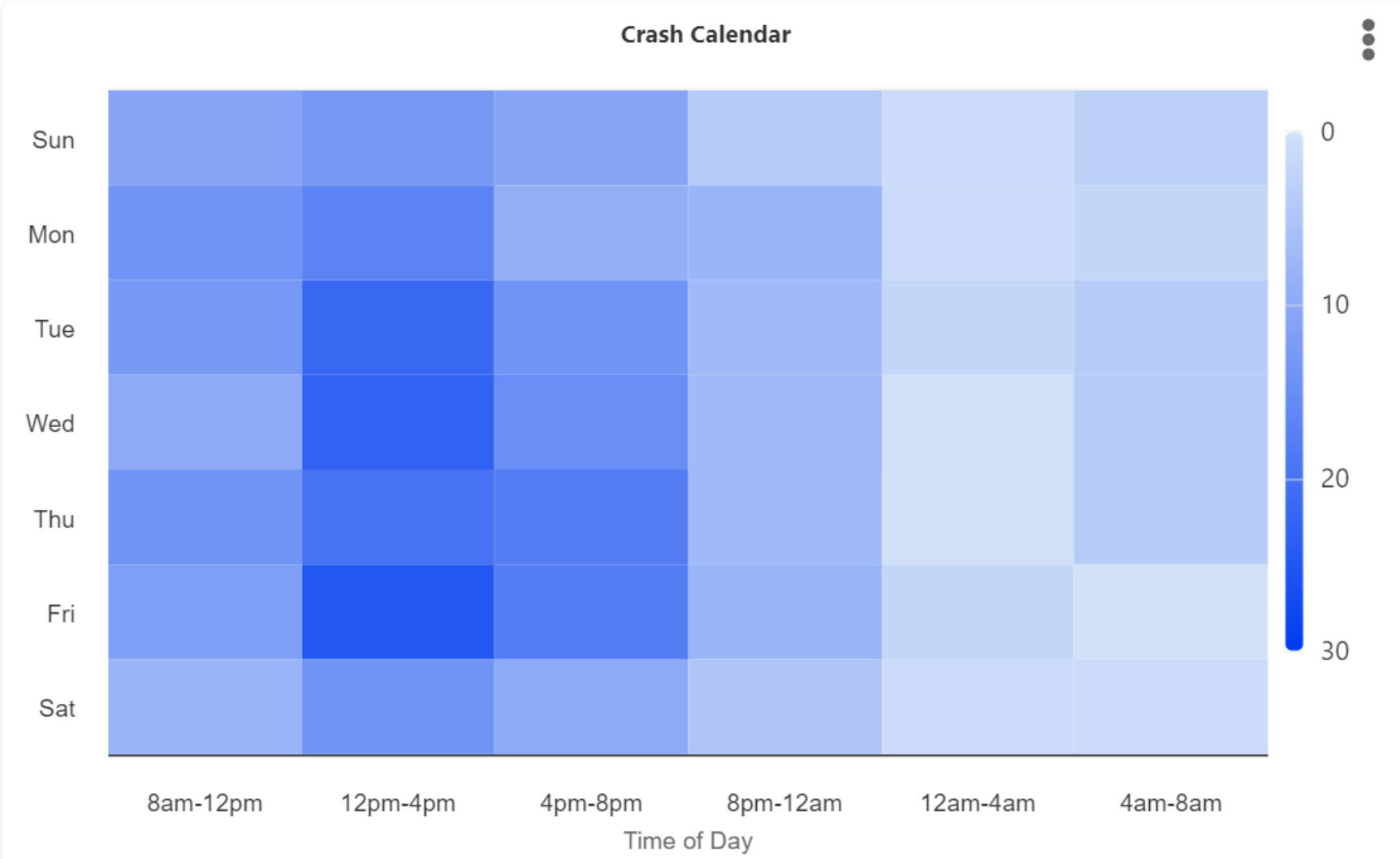
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	382	0	15	109	258
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	70	0	3	67	0
Possible Injuries	93	0	6	87	0
No Injuries	898	0	11	177	710
Non-Traffic Fatalities	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

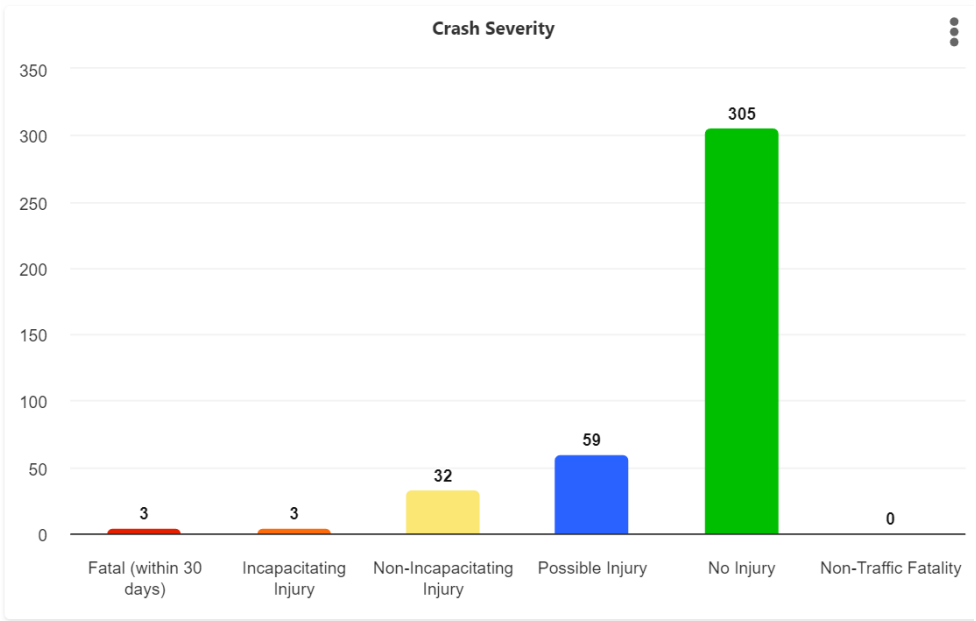

Day or Night
Night
Day

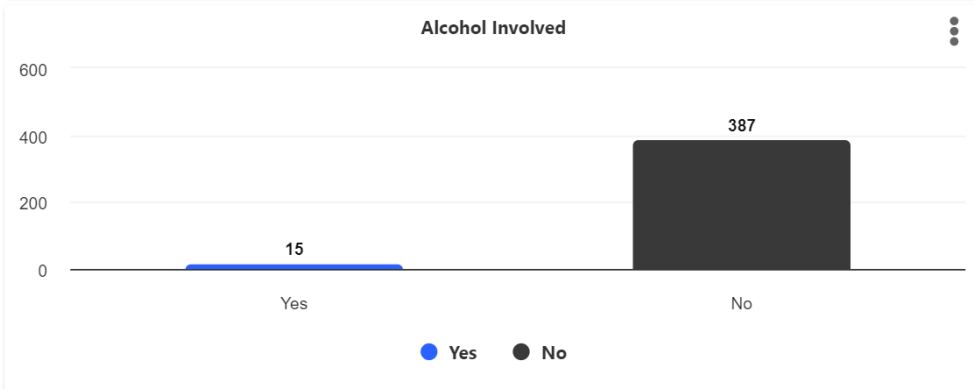

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

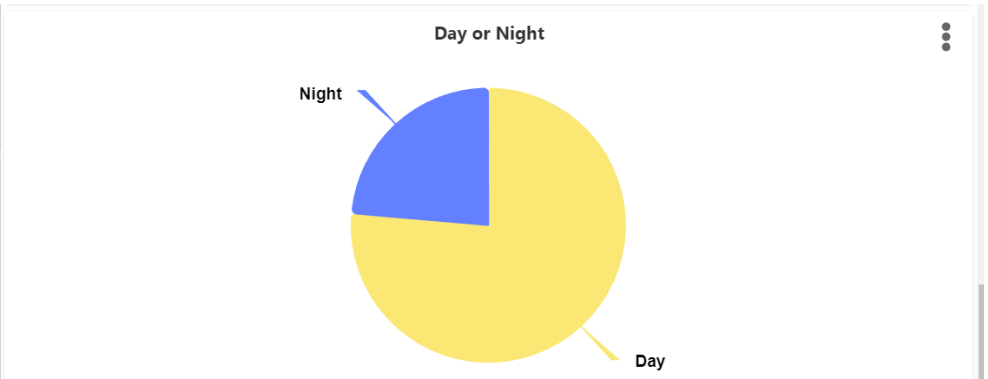

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

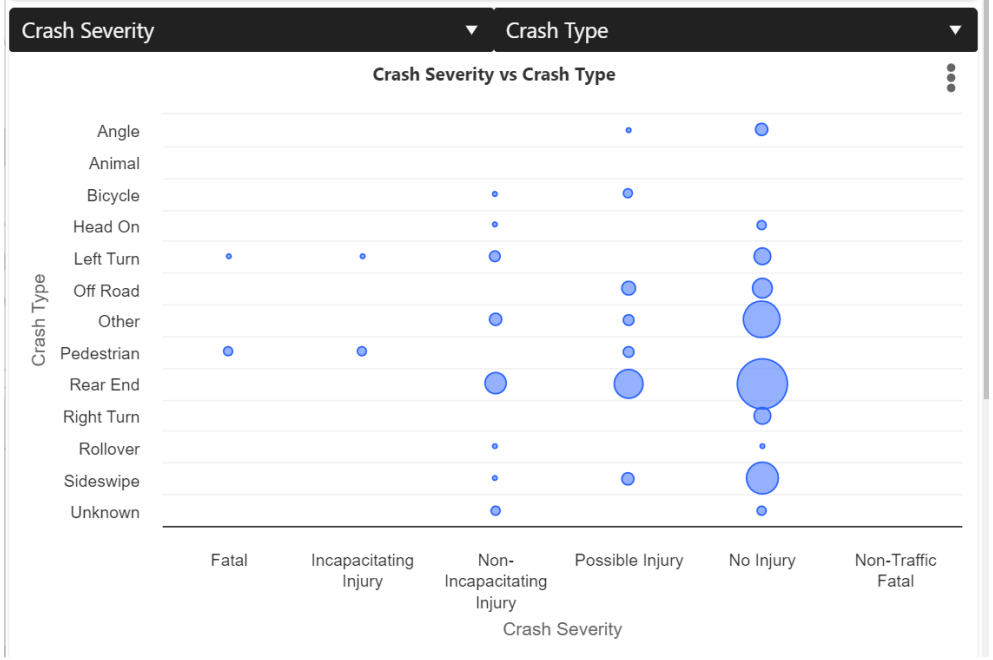
Granada Blvd.
(Beach Street to U.S. 1)

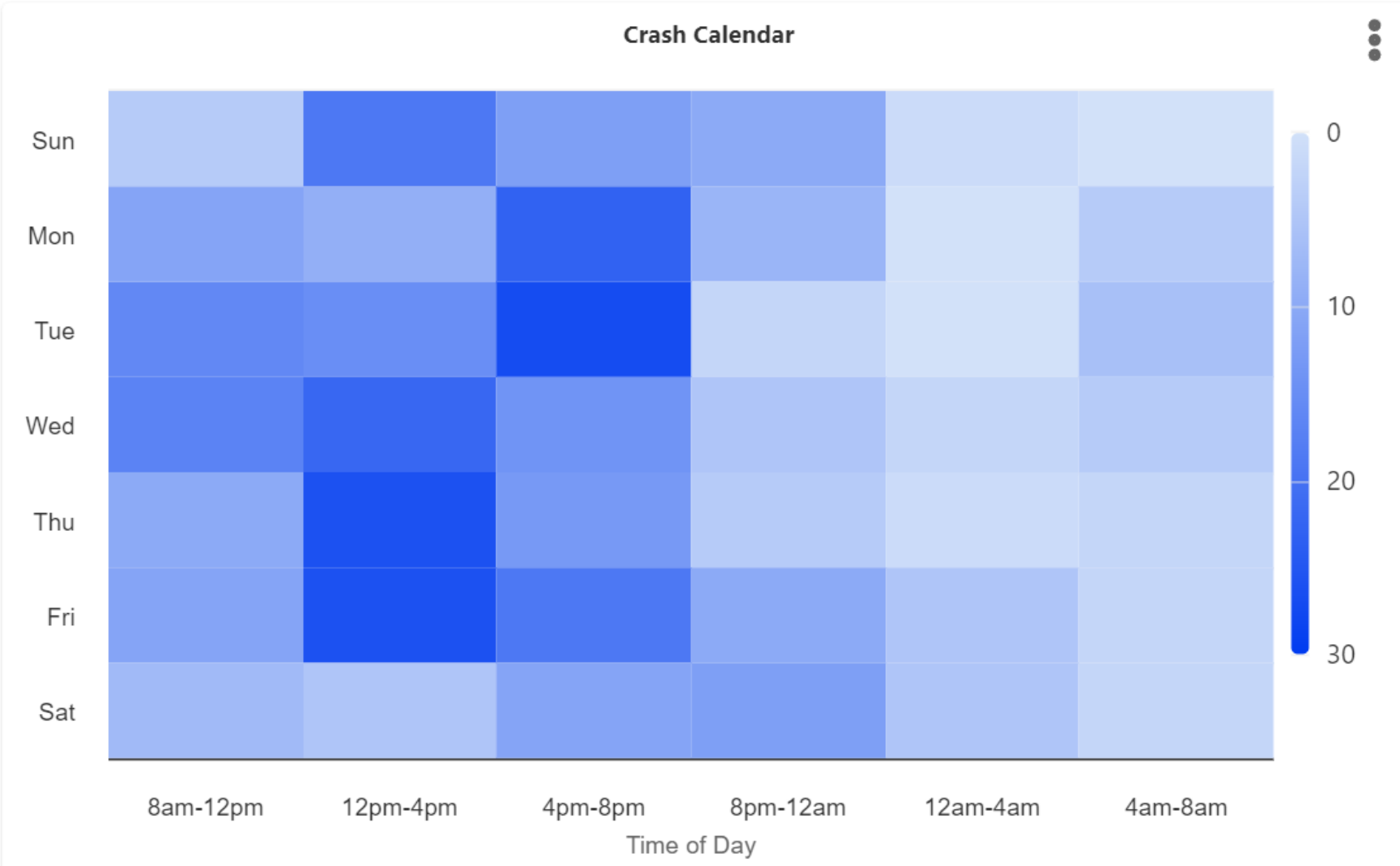
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	402	3	3	91	305
Fatalities (within 30 Days)	3	3	0	0	0
Incapacitating Injuries	5	2	3	0	0
Non-Incapacitating Injuries	39	0	1	38	0
Possible Injuries	76	0	0	76	0
No Injuries	934	2	5	168	759
Non-Traffic Fatalities	0	0	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

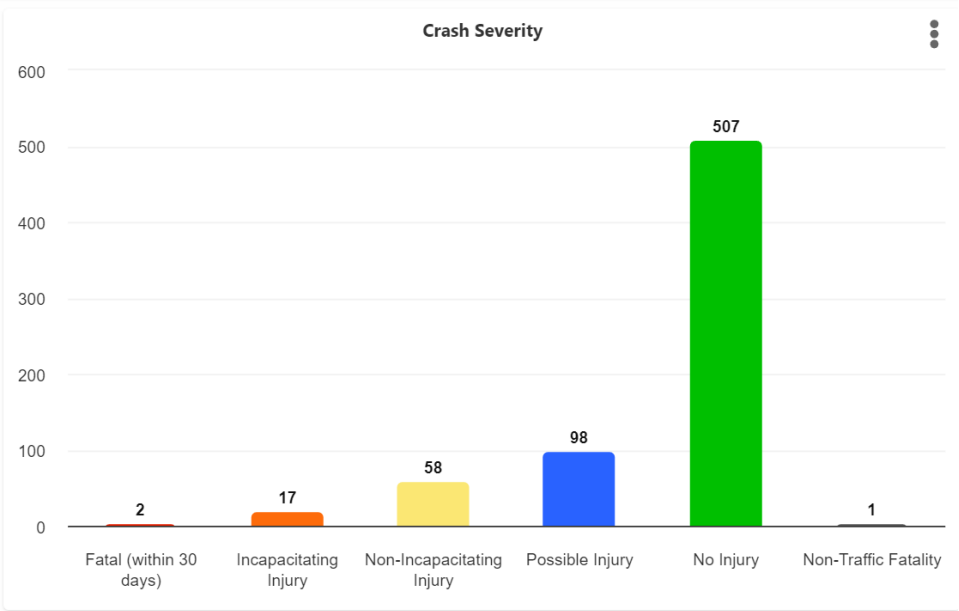

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

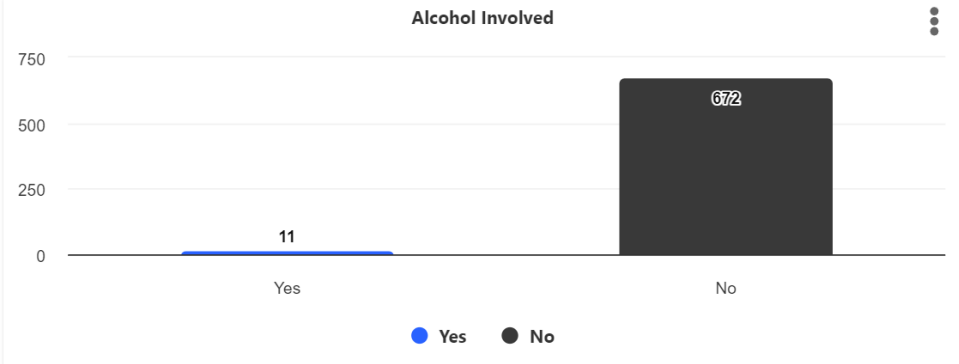

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

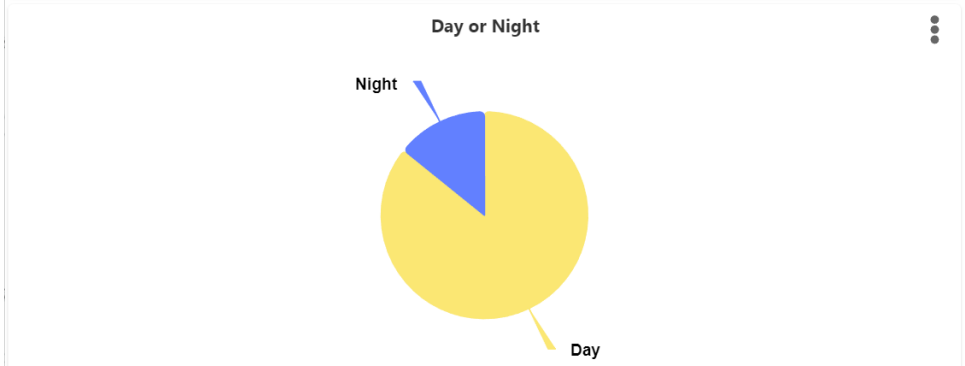
Granada Blvd.
(US 1 to Nova Road)

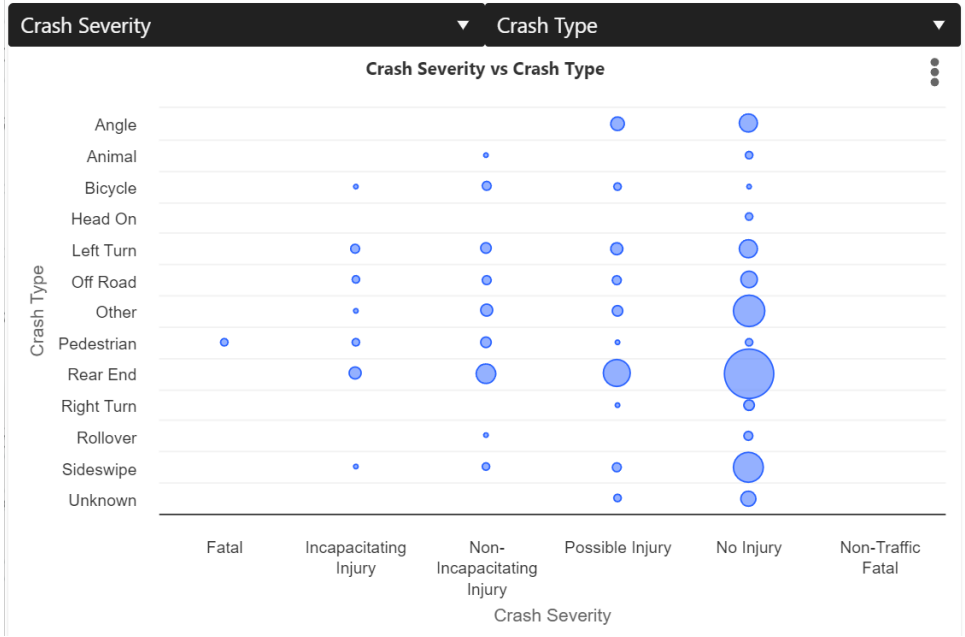


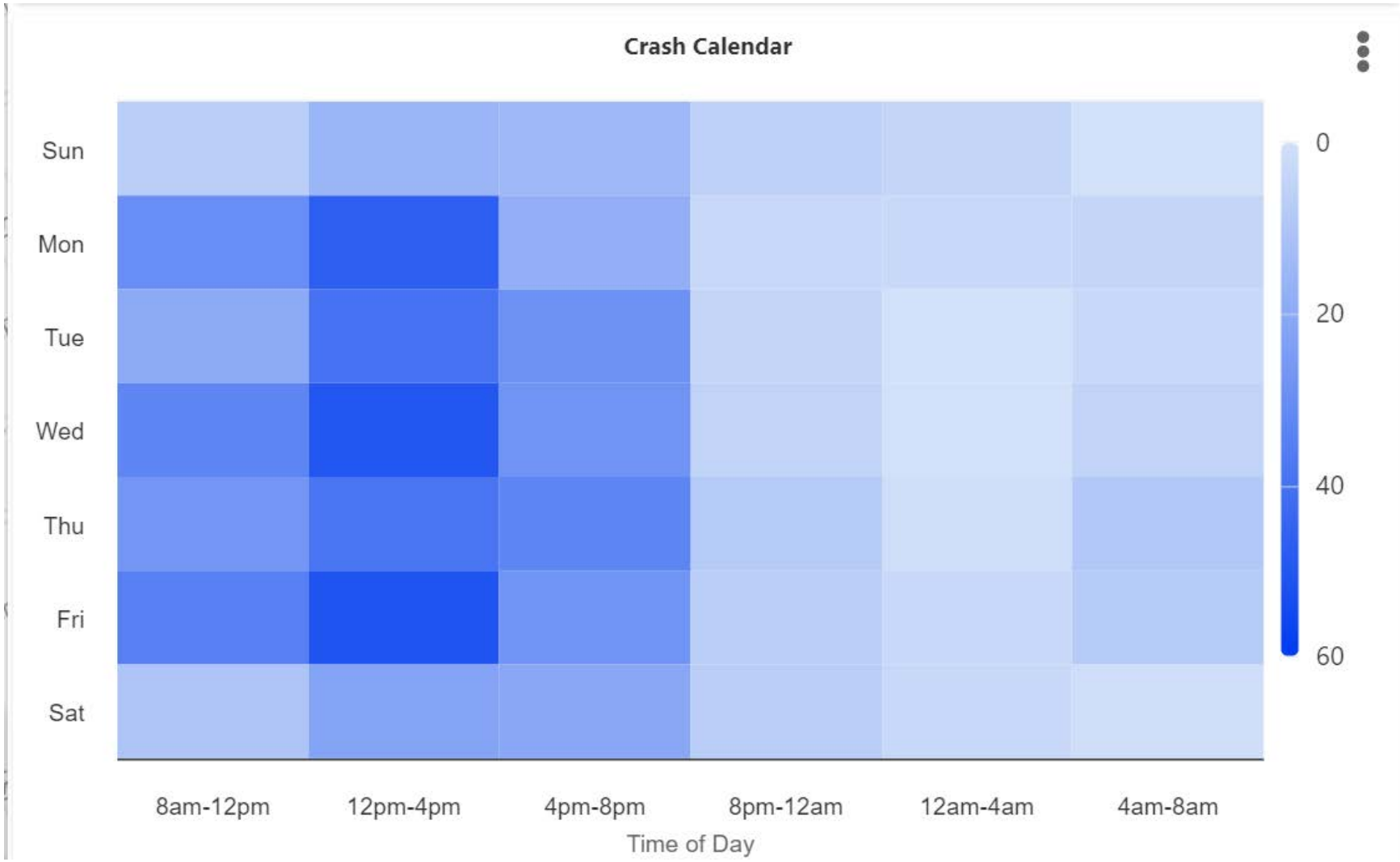
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	683	2	17	156	508
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	22	0	22	0	0
Non-Incapacitating Injuries	69	0	2	67	0
Possible Injuries	145	0	1	144	0
No Injuries	1580	2	22	249	1307
Non-Traffic Fatalities	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

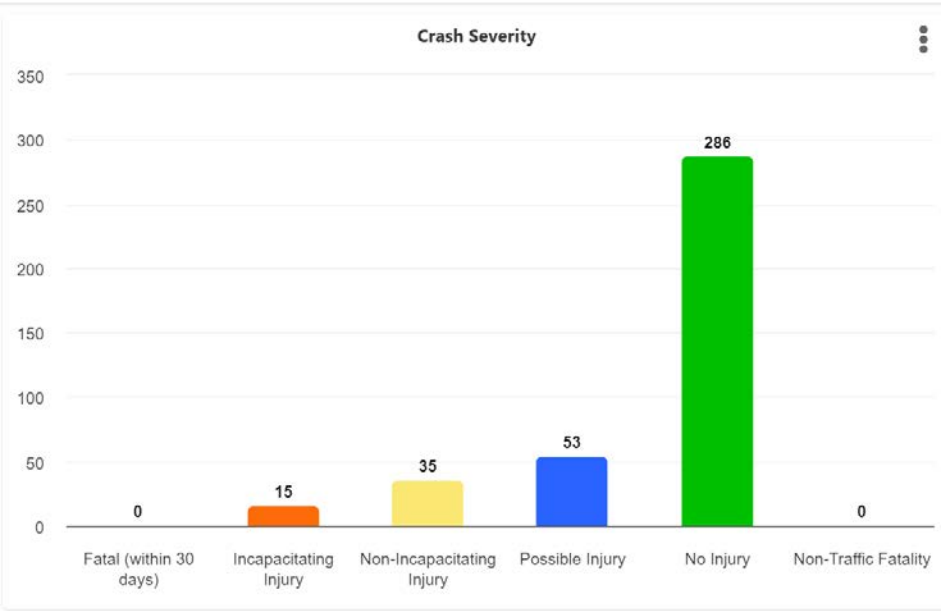

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

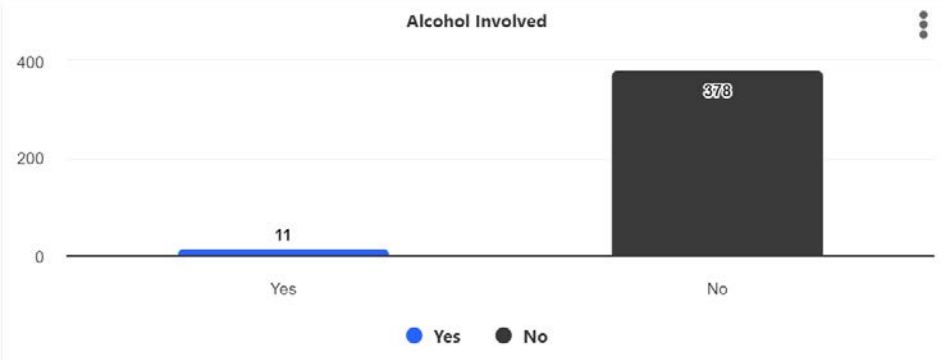

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
20
40
60
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

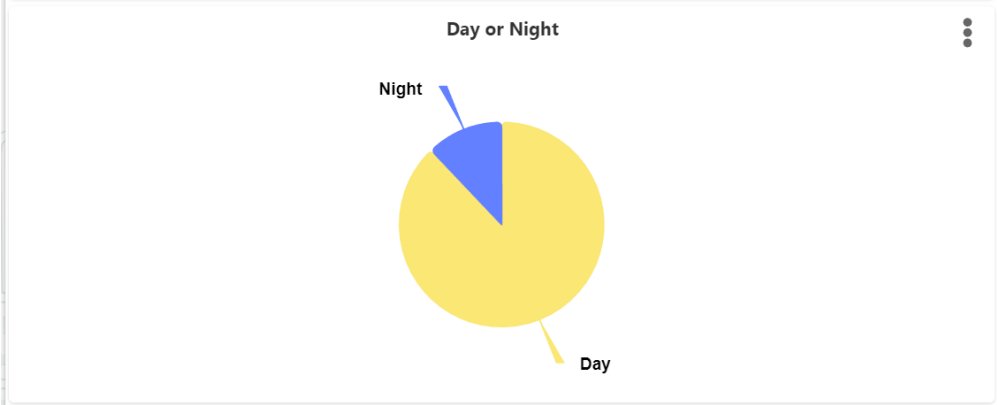
Granada Blvd.
(Nova Road to Clyde Morris Blvd.)

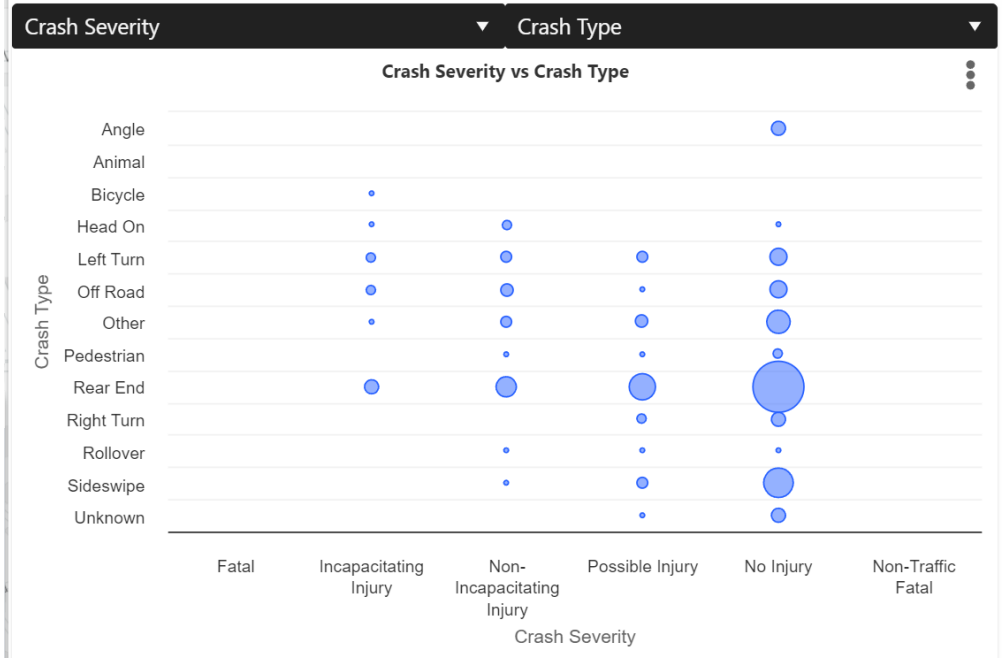


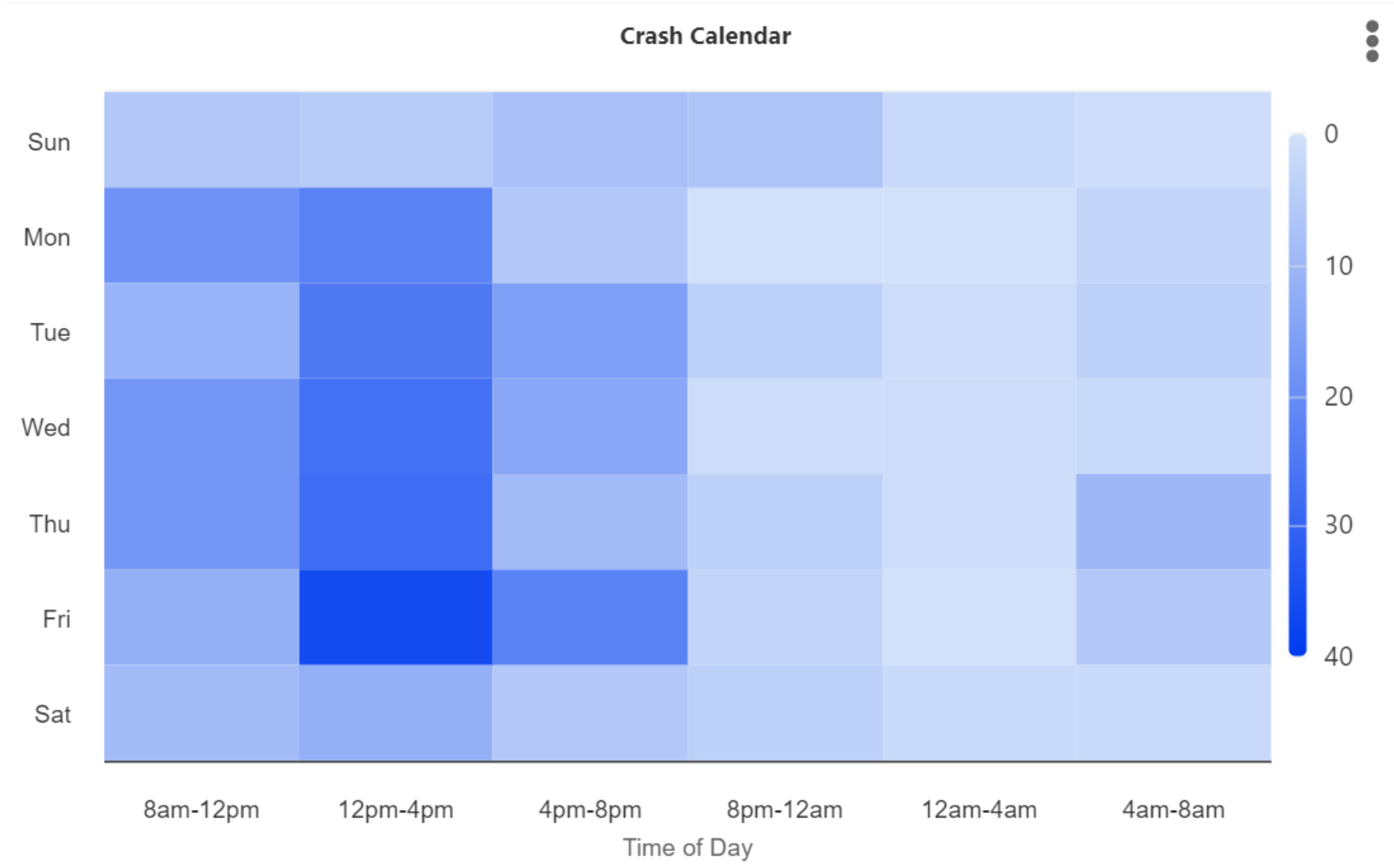
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	389	0	15	88	286
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	49	0	7	42	0
Possible Injuries	72	0	4	68	0
No Injuries	919	0	26	111	782
Non-Traffic Fatalities	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

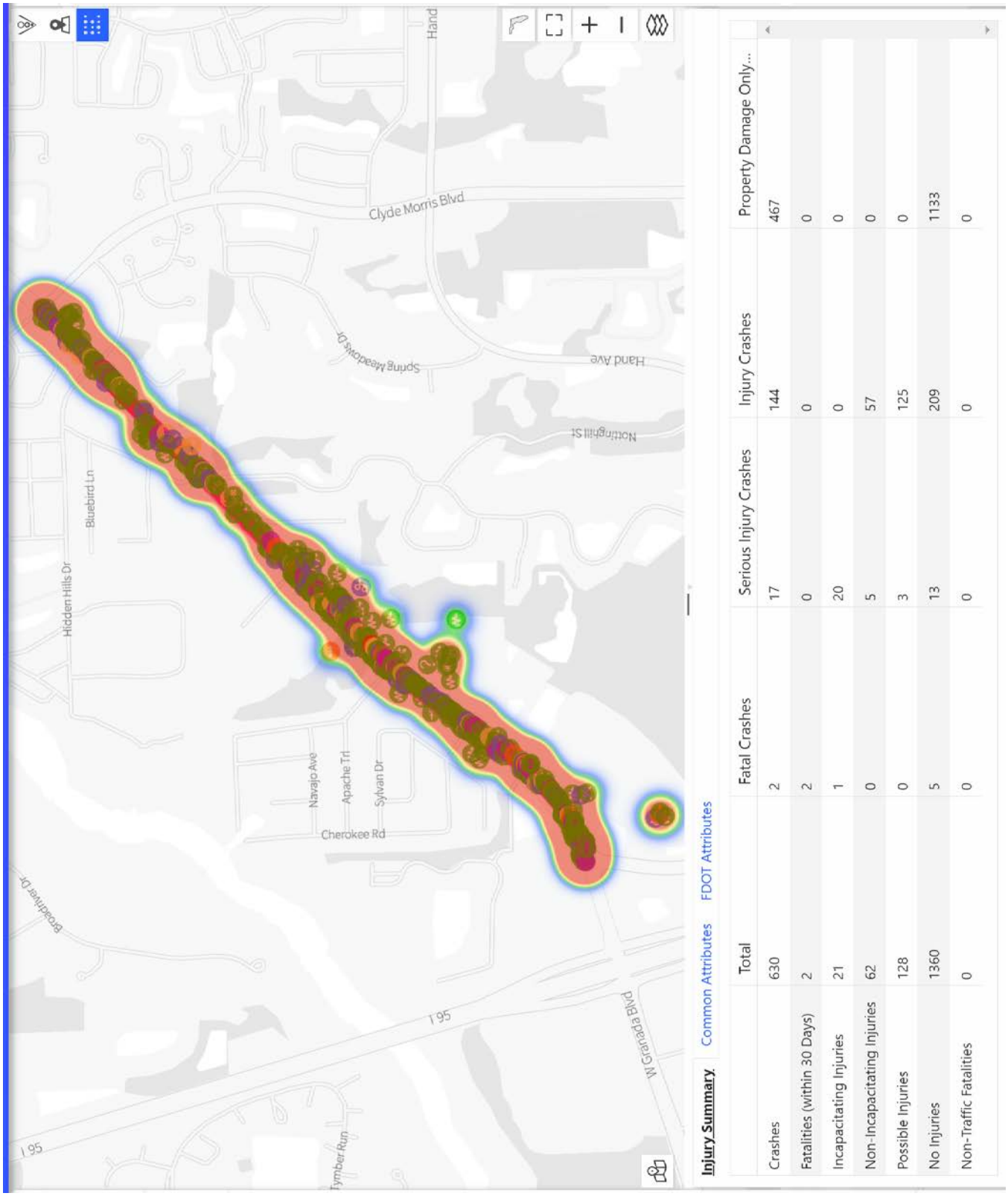

Alcohol Involved
400
200
0
11
378
Yes
No
Yes
No


Day or Night
Night
Day

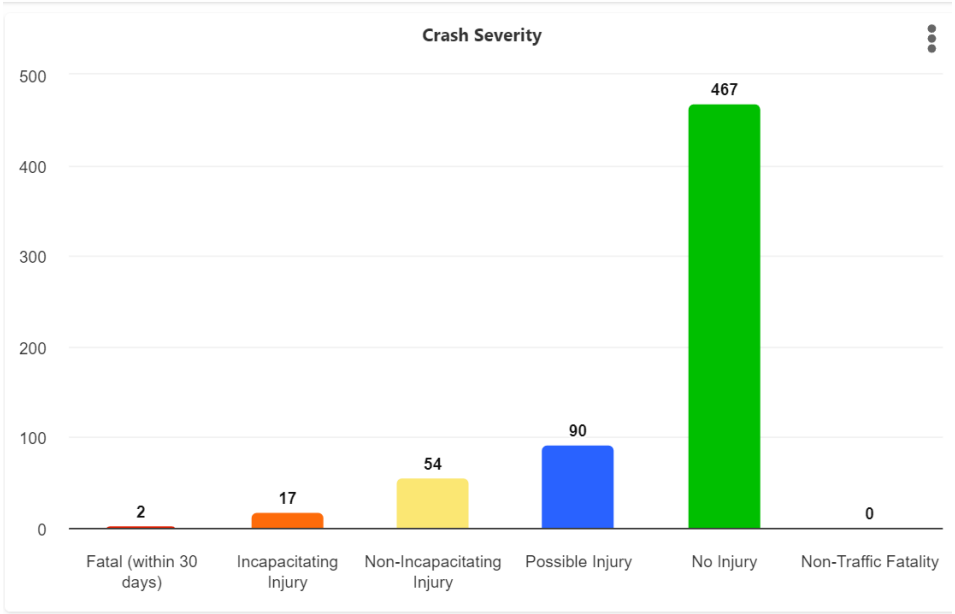

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

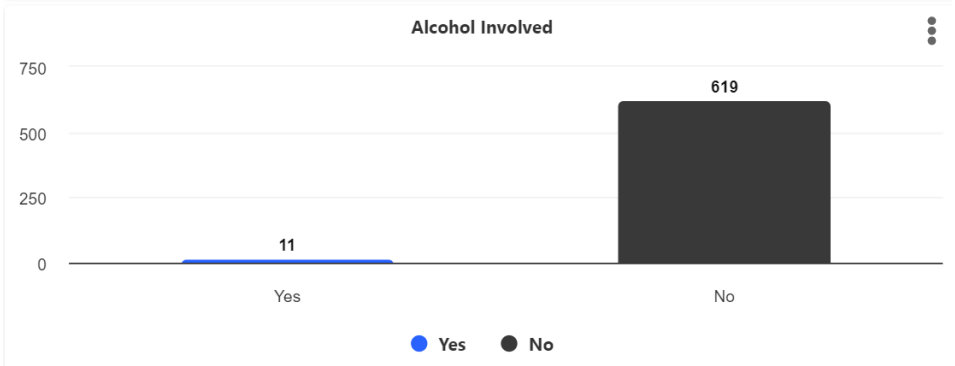

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

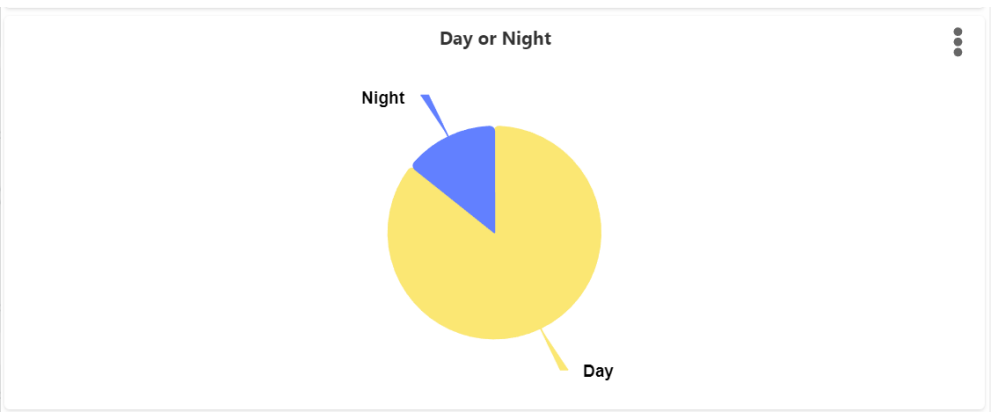
Granada Blvd.
(Clyde Morris Blvd. to
Williamson Blvd.)

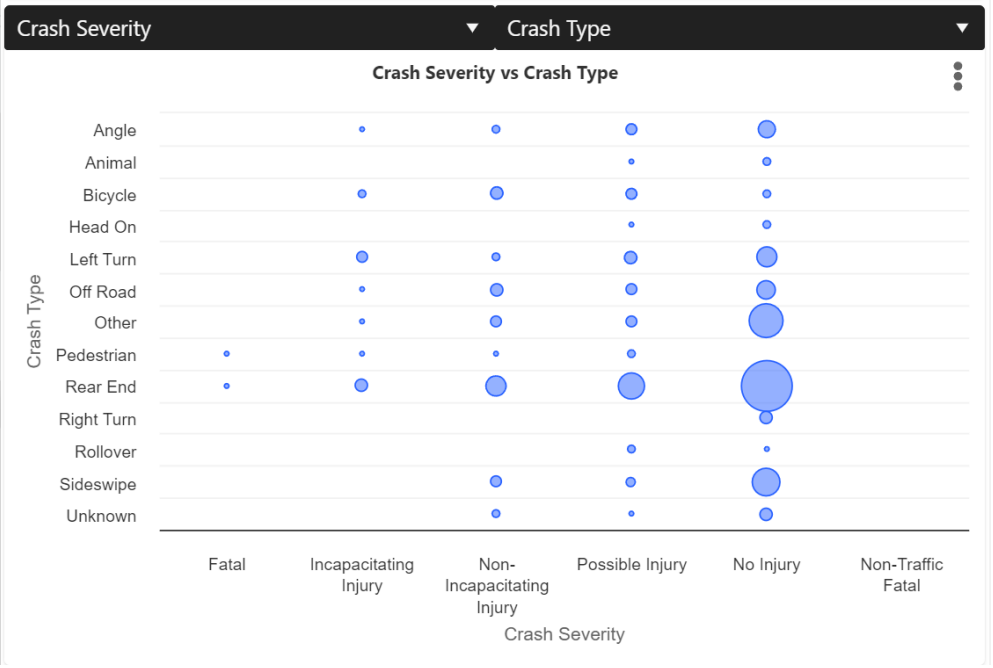


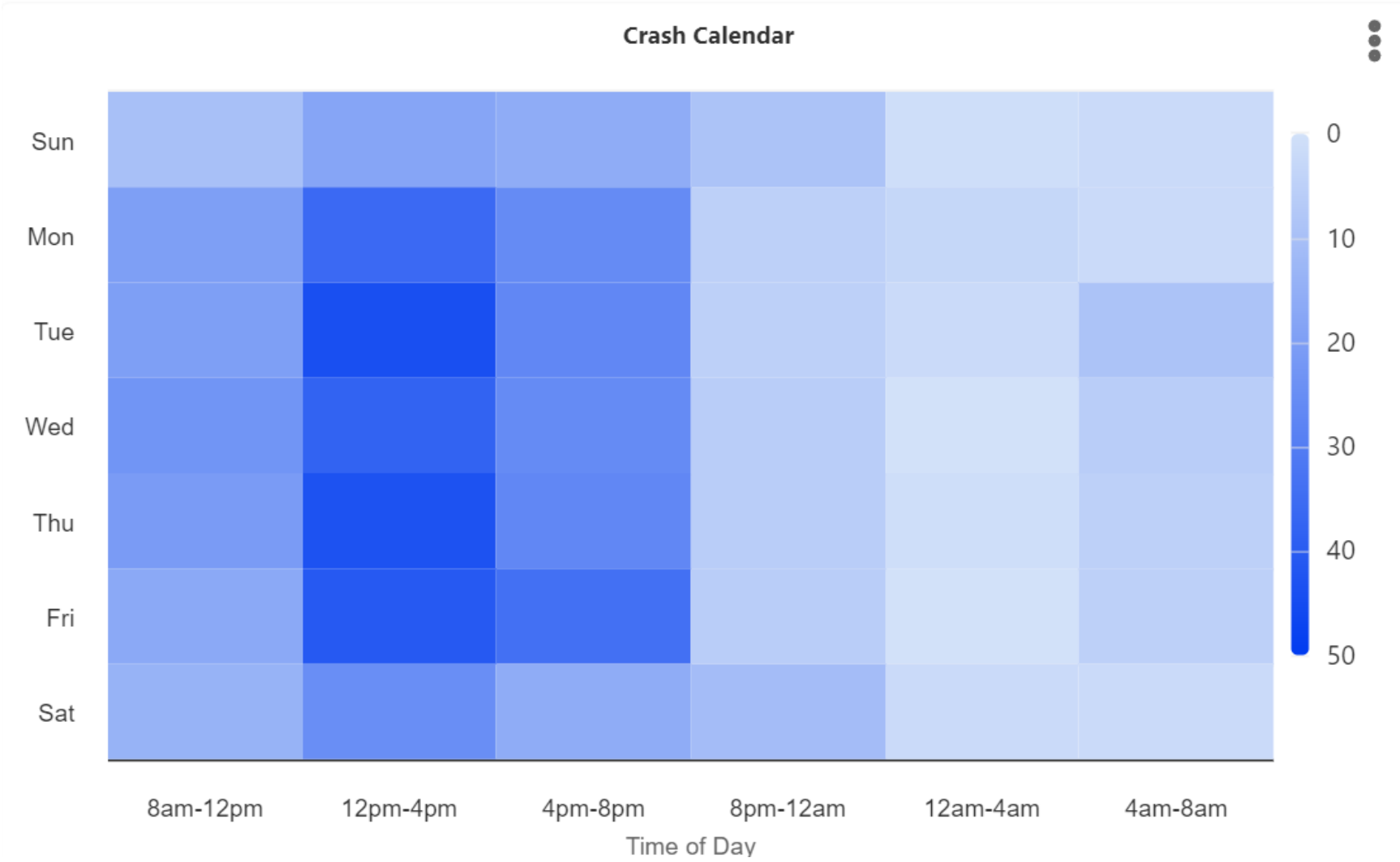
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	630	2	17	144	467
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	21	1	20	0	0
Non-Incapacitating Injuries	62	0	5	57	0
Possible Injuries	128	0	3	125	0
No Injuries	1360	5	13	209	1133
Non-Traffic Fatalities	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

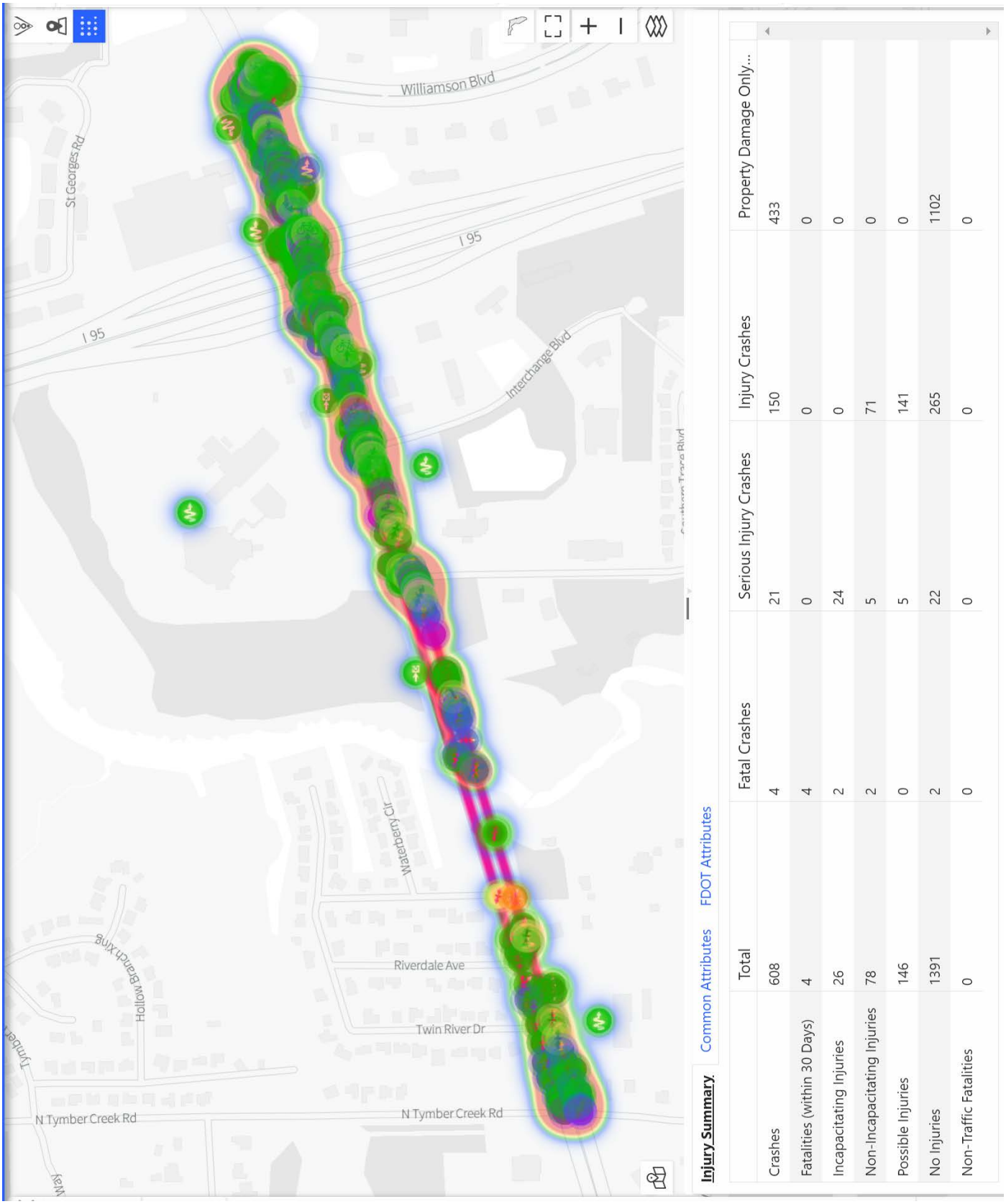

Alcohol Involved
750
500
250
0
11
619
Yes
No
Yes
No


Day or Night
Night
Day

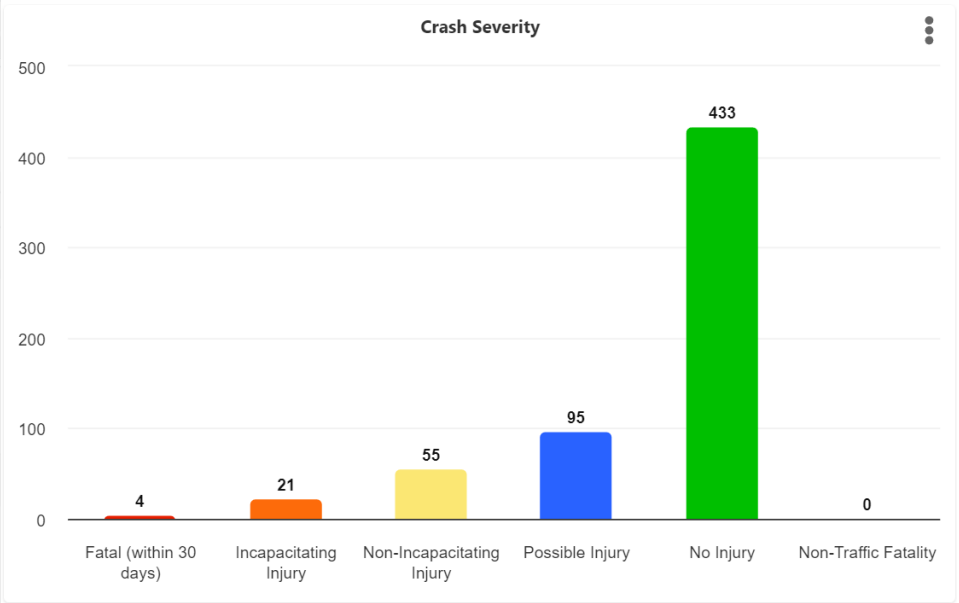

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

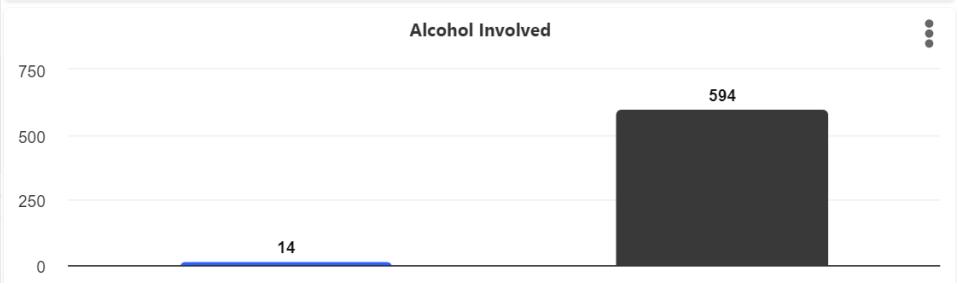

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
50
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

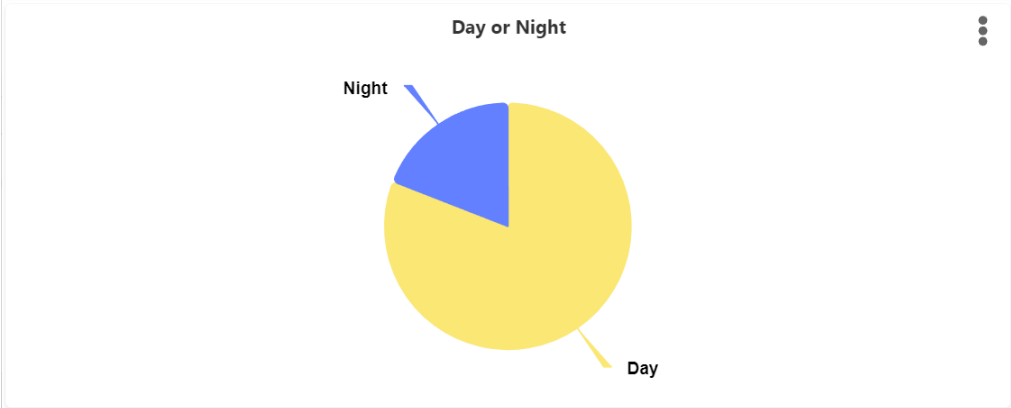
Granada Blvd.
(Williamson Blvd. to Tymber Creek Road)

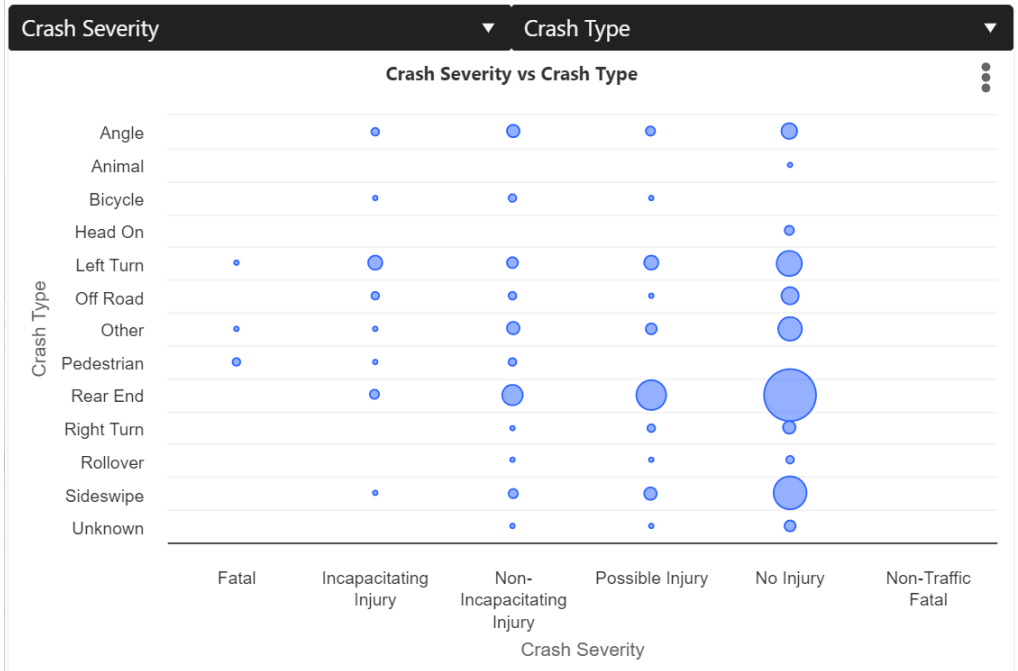


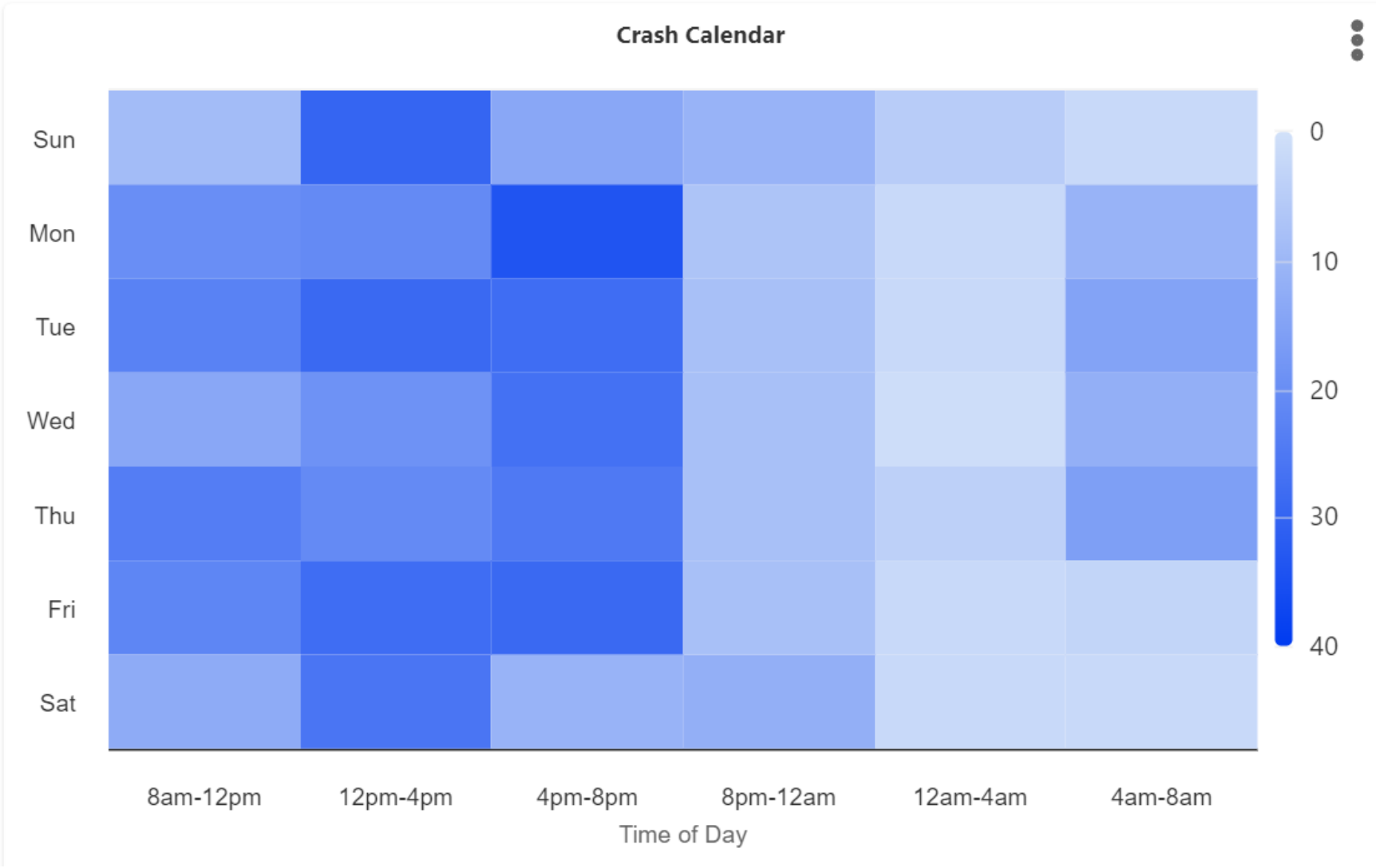
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	608	4	21	150	433
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	26	2	24	0	0
Non-Incapacitating Injuries	78	2	5	71	0
Possible Injuries	146	0	5	141	0
No Injuries	1391	2	22	265	1102
Non-Traffic Fatalities	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

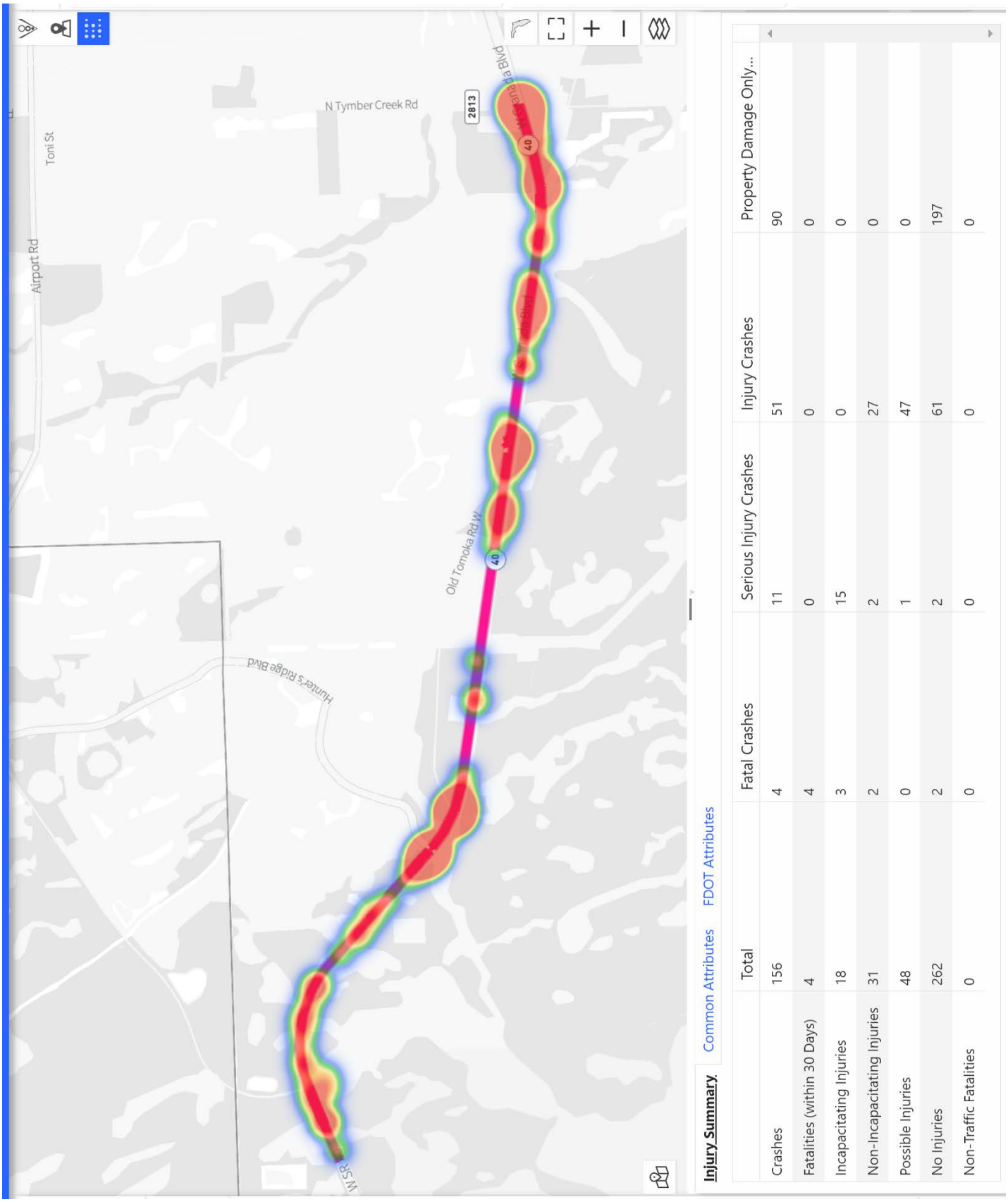

Alcohol Involved
750
500
250
0
14
594


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

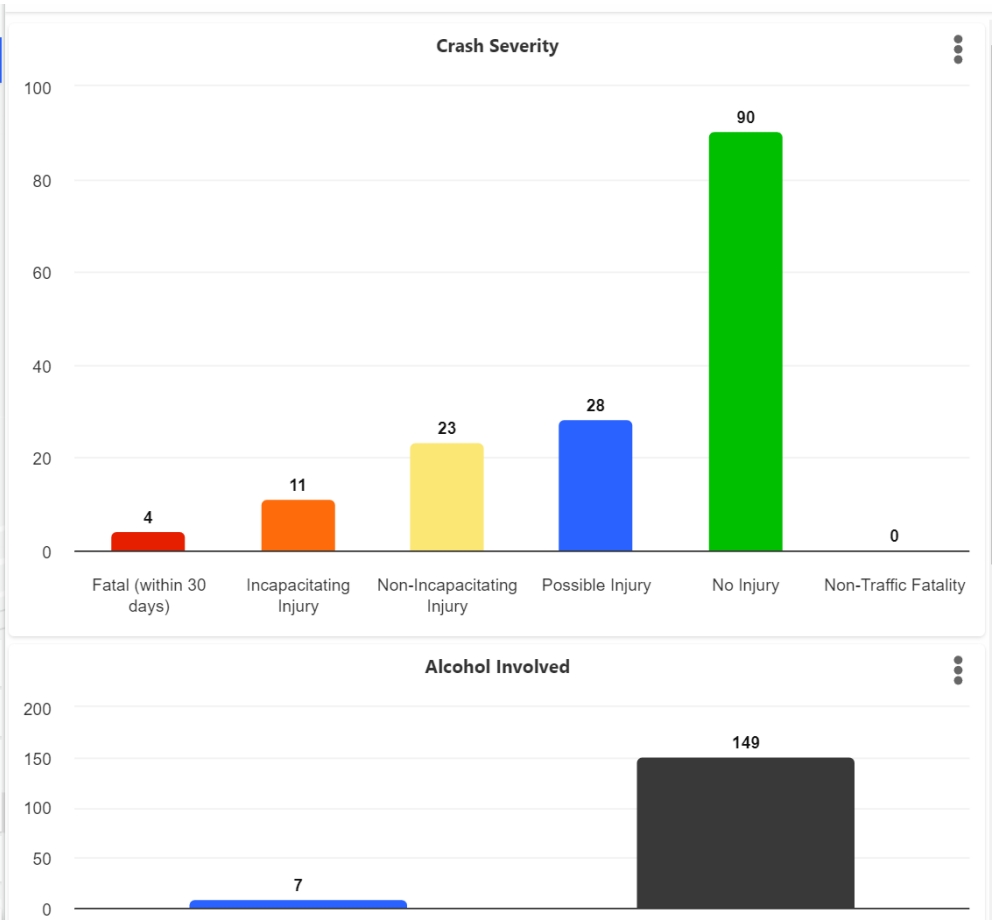

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

Granada Blvd.
(Tymber Creek Road to West City Limits)

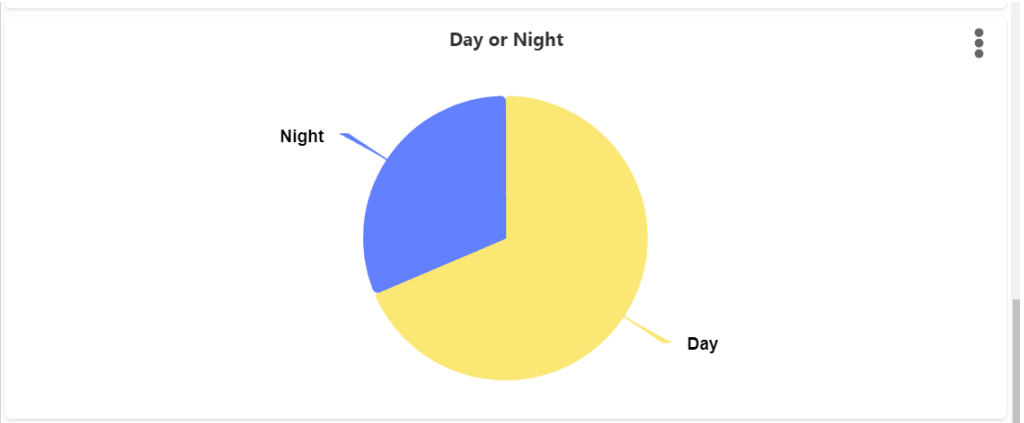


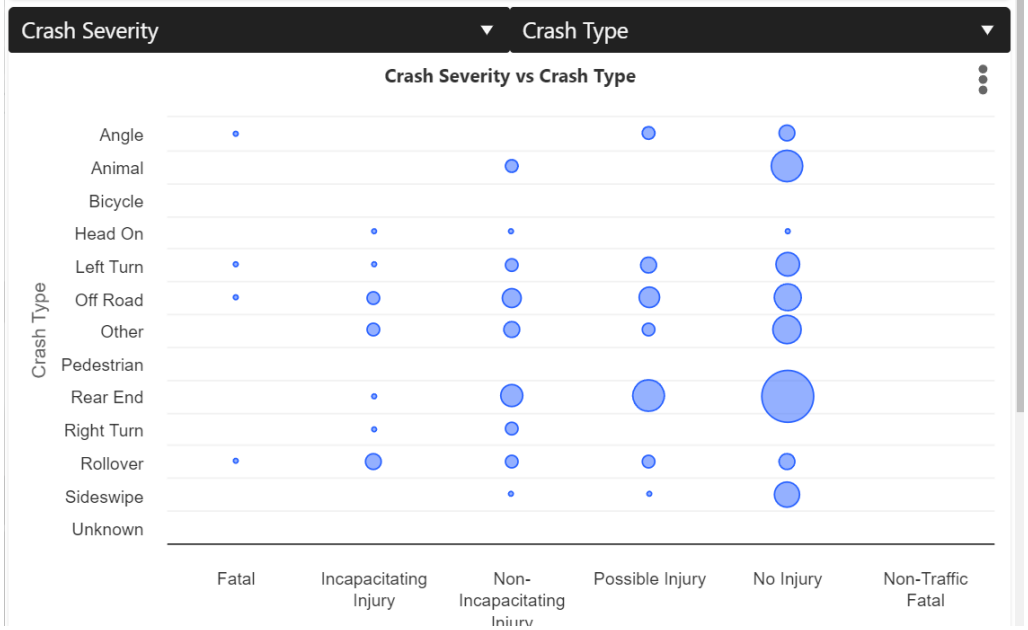
Injury Summary Common Attributes FDOT Attributes

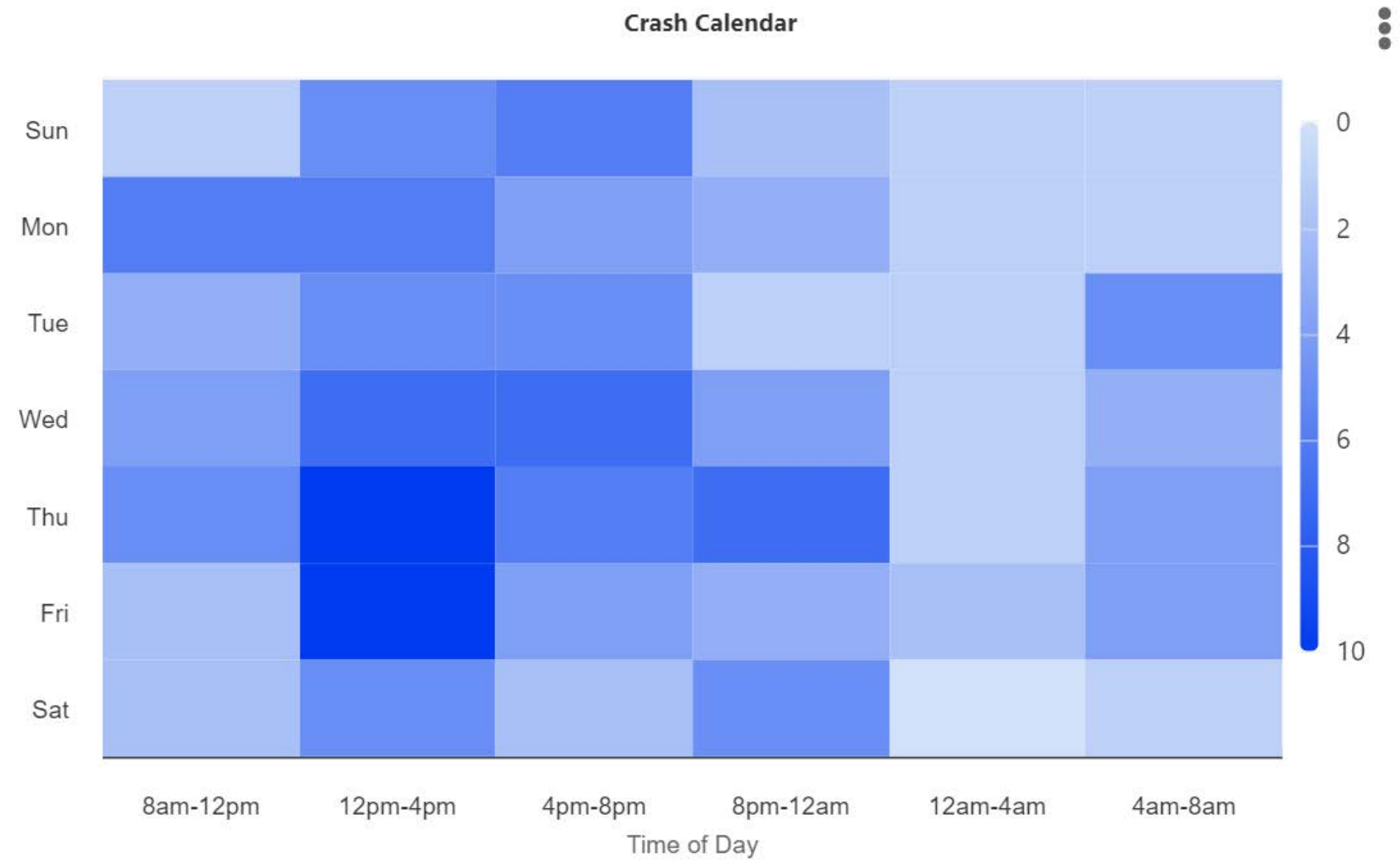
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	156	4	11	51	90
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	18	3	15	0	0
Non-Incapacitating Injuries	31	2	2	27	0
Possible Injuries	48	0	1	47	0
No Injuries	262	2	2	61	197
Non-Traffic Fatalities	0	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

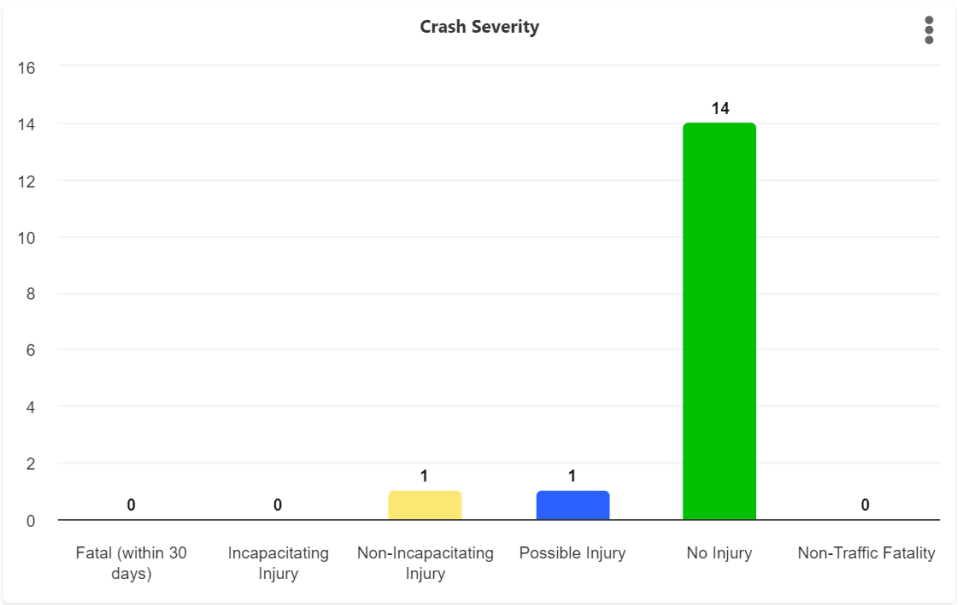

Crash Severity
Crash Type
Crash Severity vs Crash Type
Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal

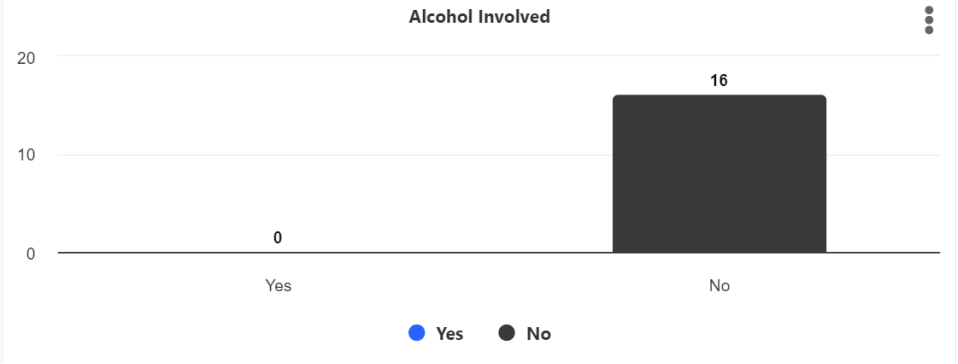

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

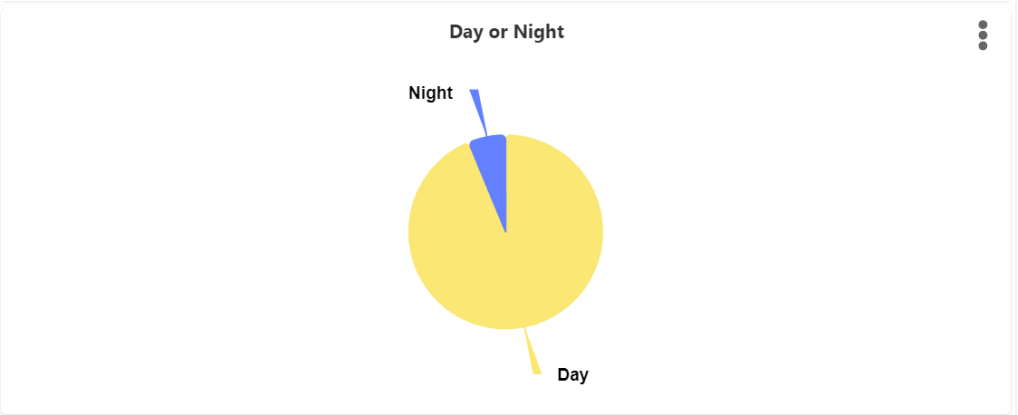
Hand Avenue
(Beach Street to US 1)

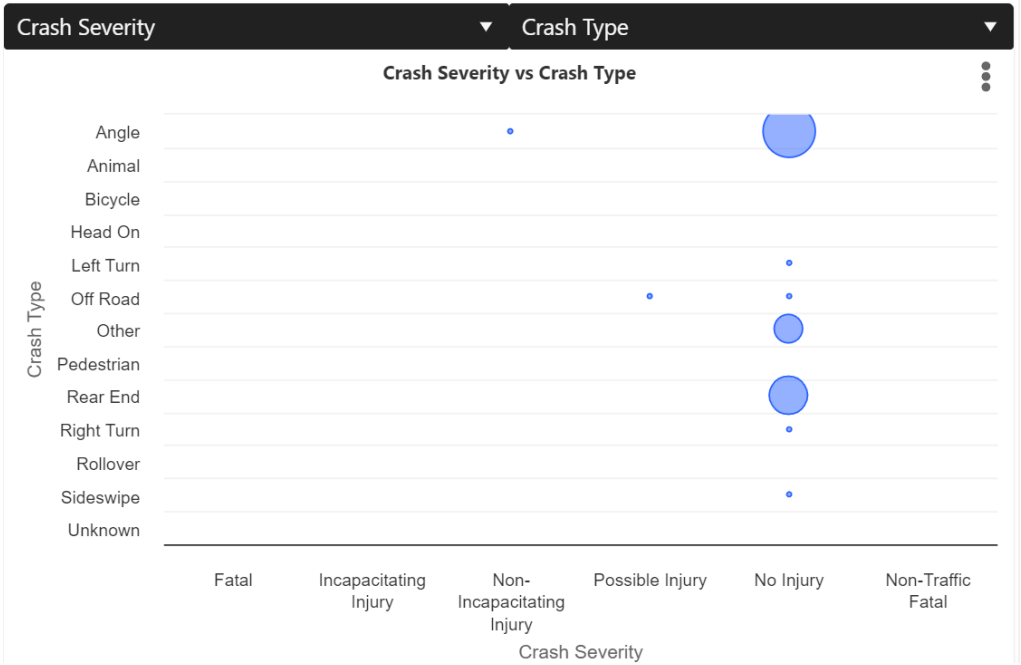


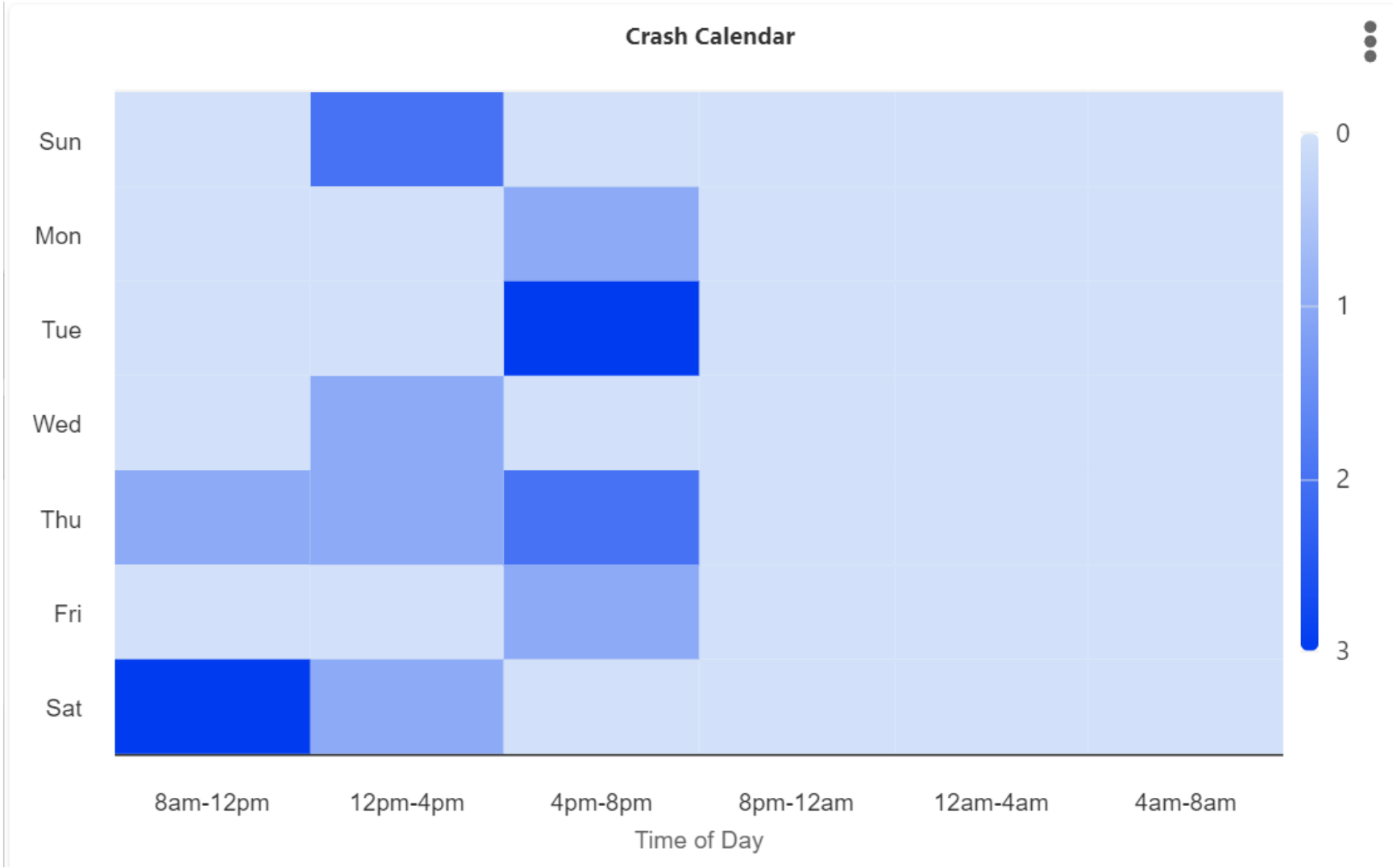
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	16	0	0	2	14
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	0	0	0	0	0
Non-Incapacitating Injuries	1	0	0	1	0
Possible Injuries	2	0	0	2	0
No Injuries	47	0	0	4	43
Non-Traffic Fatalities	0	0	0	0	0


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

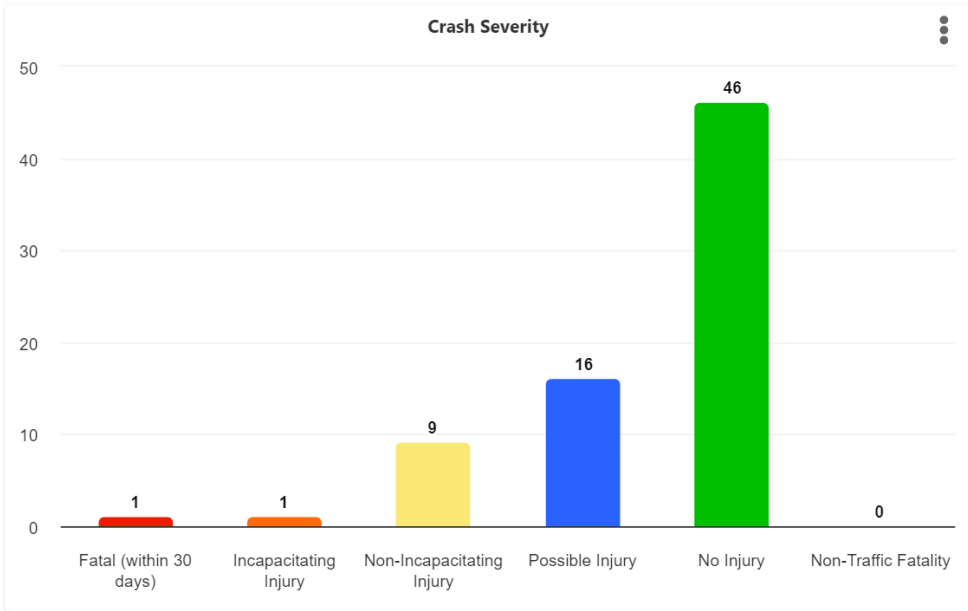

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

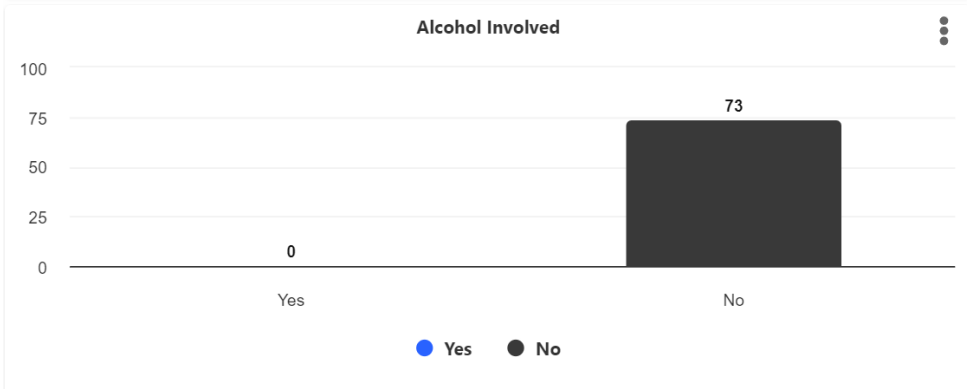

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
1
2
3
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

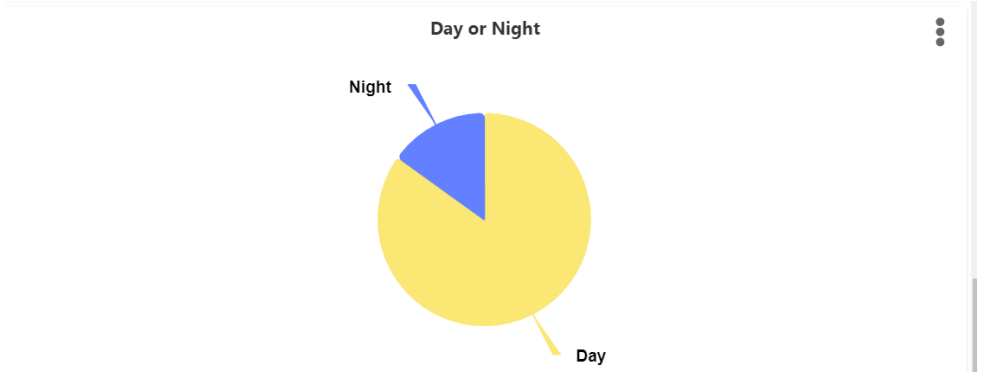
Hand Avenue
(US 1 to Nova Road)

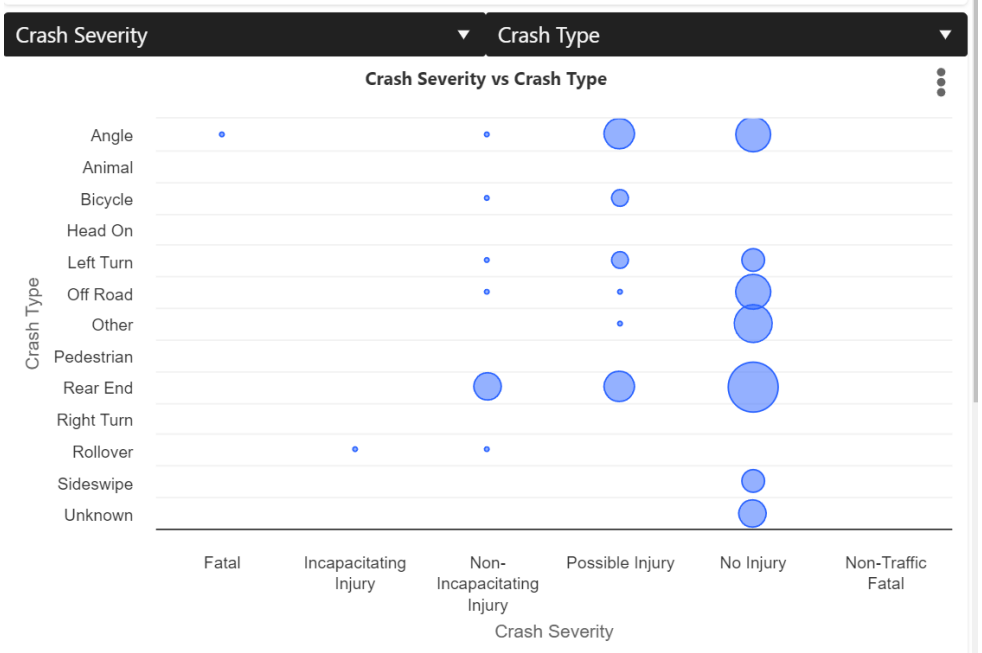
Injury Summary | Common Attributes | FDOT Attributes

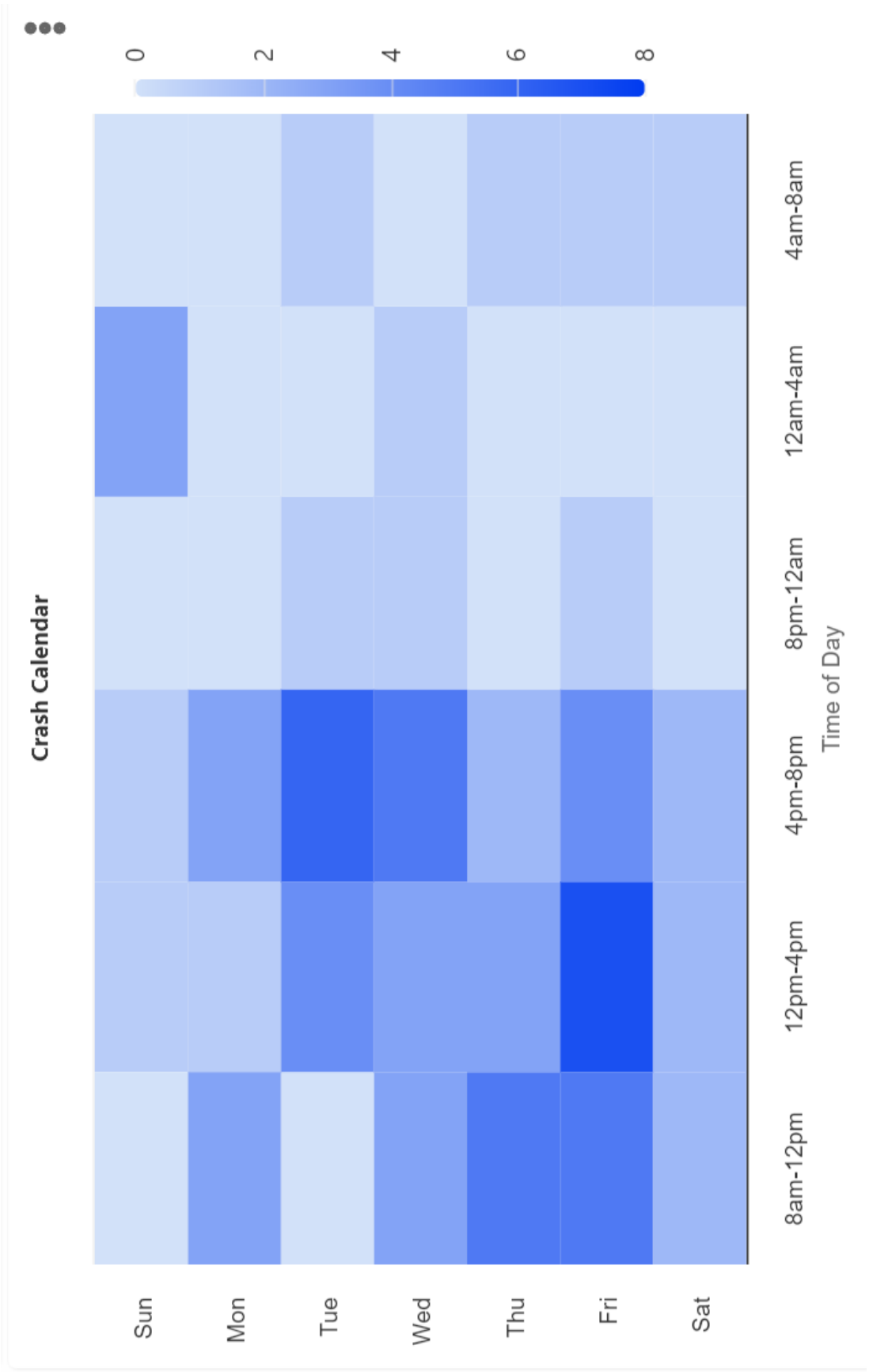
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	73	1	1	25	46
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	1	0	1	0	0
Non-Incapacitating Injuries	12	1	0	11	0
Possible Injuries	25	2	0	23	0
No Injuries	127	0	0	27	100
Non-Traffic Fatalities	0	0	0	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

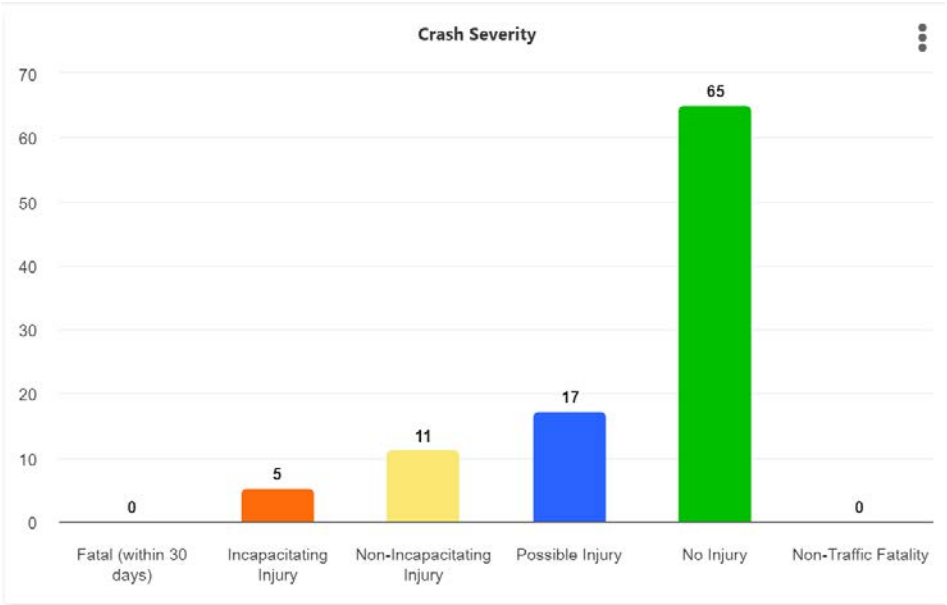

Crash Calendar
0
2
4
6
8
Sun
Mon
Tue
Wed
Thu
Fri
Sat
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

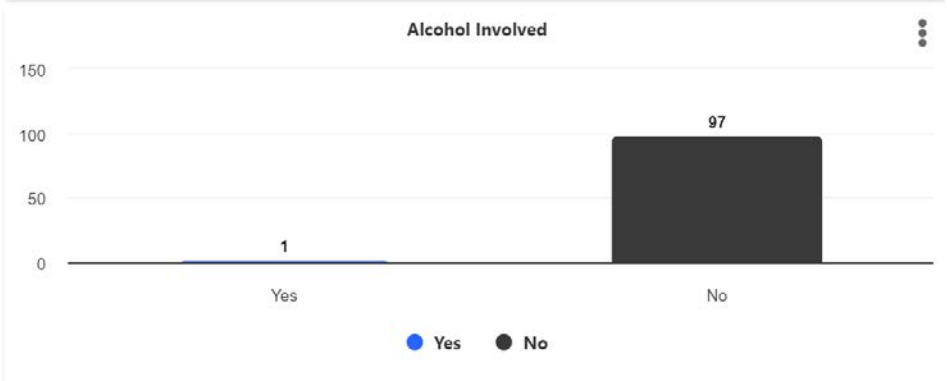
Hand Avenue (Nova Road to Clyde Morris Blvd.)

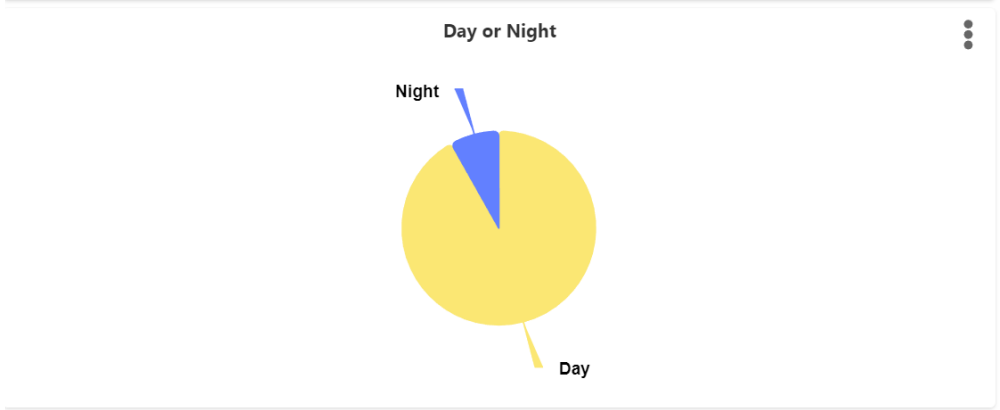


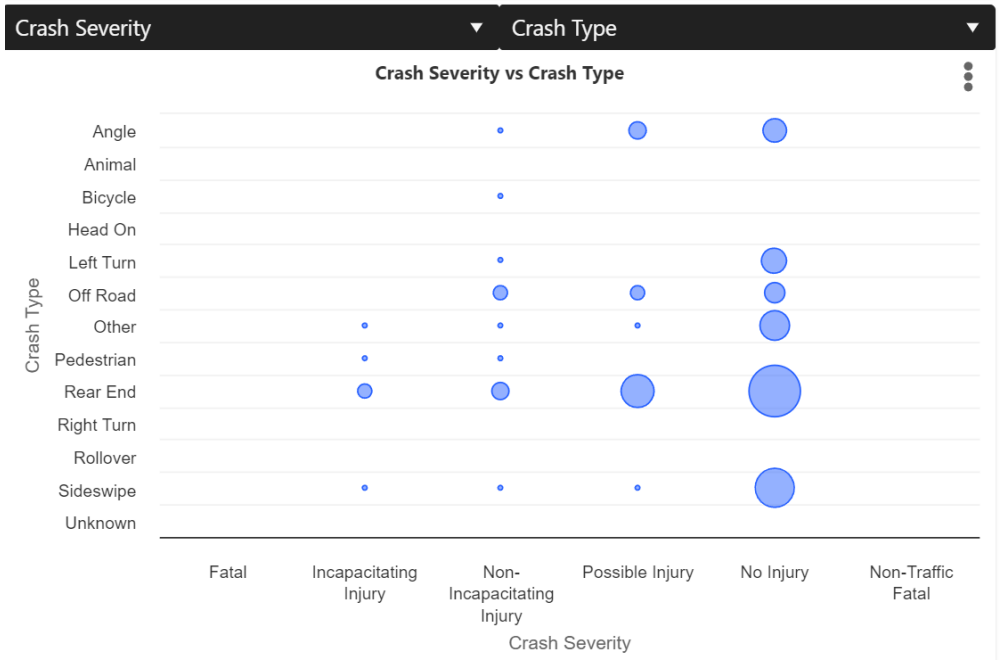
Injury Summary Common Attributes FDOT Attributes

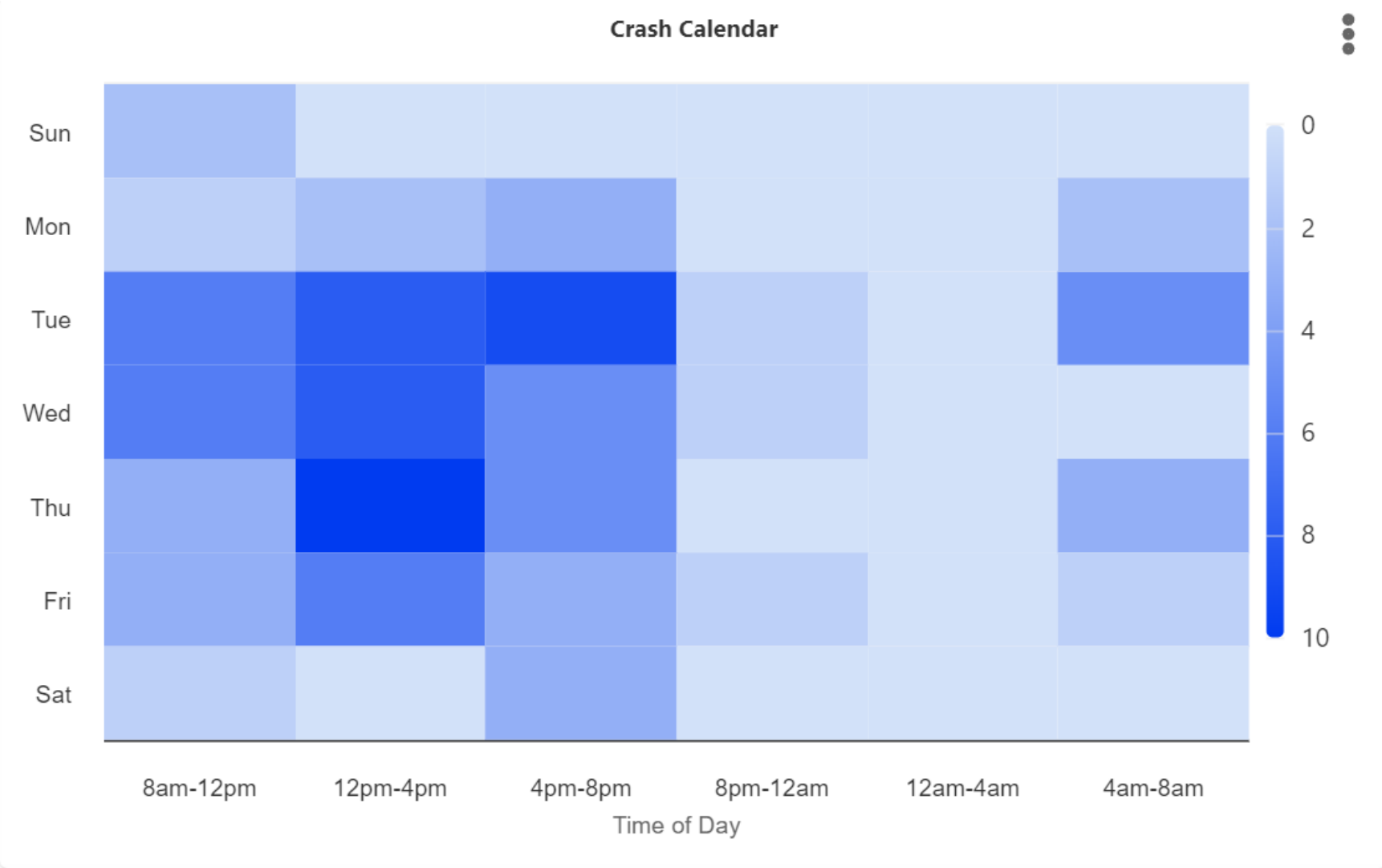
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	98	0	5	28	65
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	5	0	5	0	0
Non-Incapacitating Injuries	17	0	0	17	0
Possible Injuries	24	0	1	23	0
No Injuries	208	0	7	37	164
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
70
60
50
40
30
20
10
0
0
5
11
17
65
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

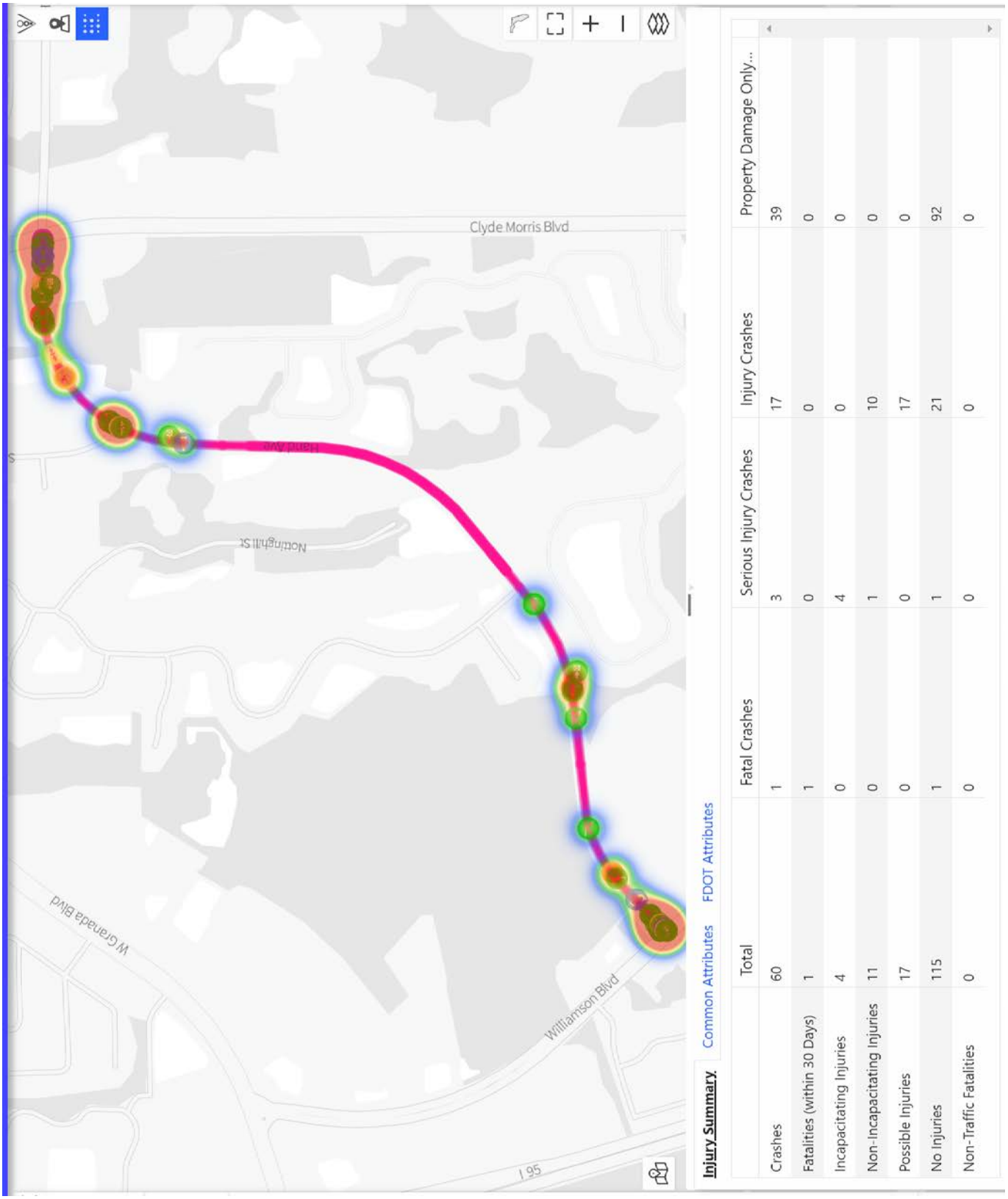

Alcohol Involved
150
100
50
0
1
97
Yes
No
Yes
No


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

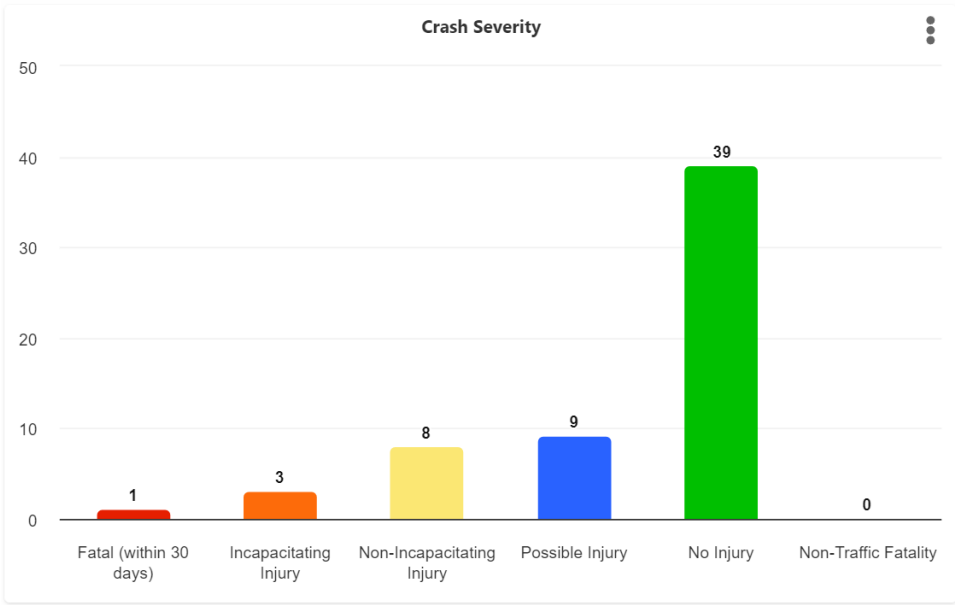

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

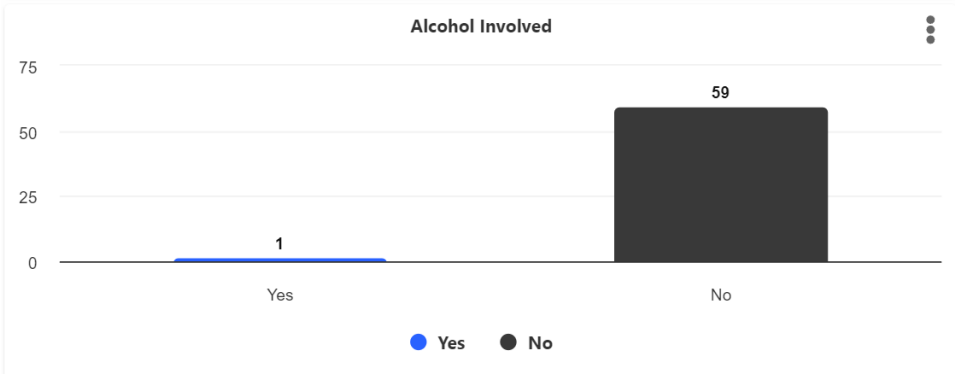
Hand Avenue (Clyde Morris Blvd. to WIlliamson Blvd.)

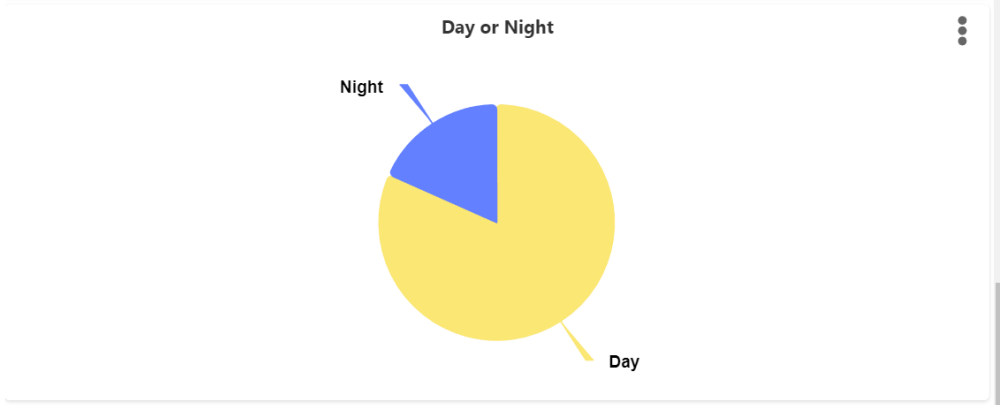


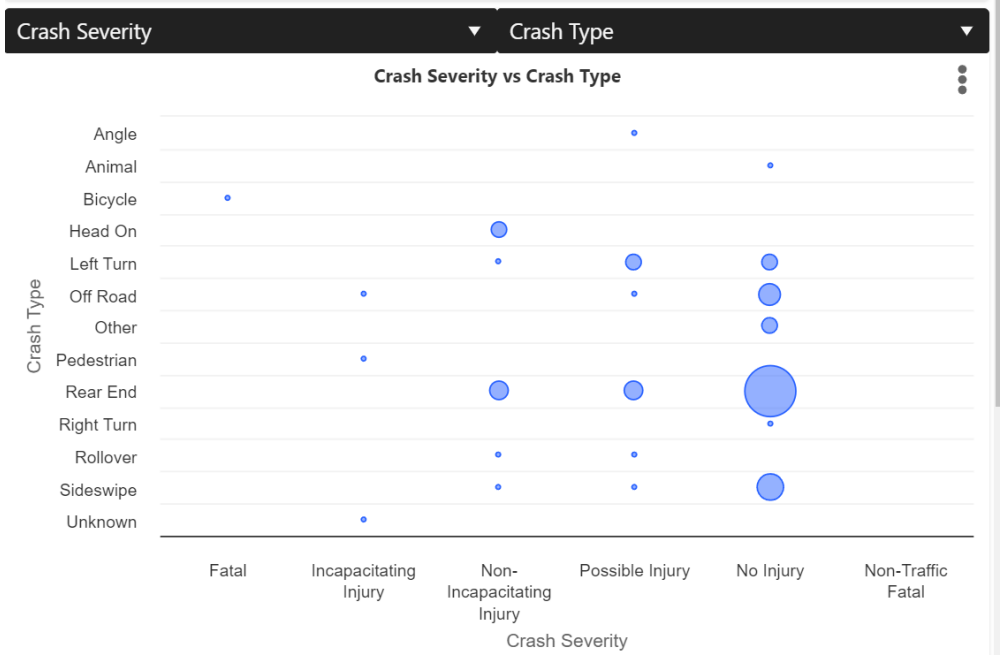
Injury Summary | Common Attributes | FDOT Attributes

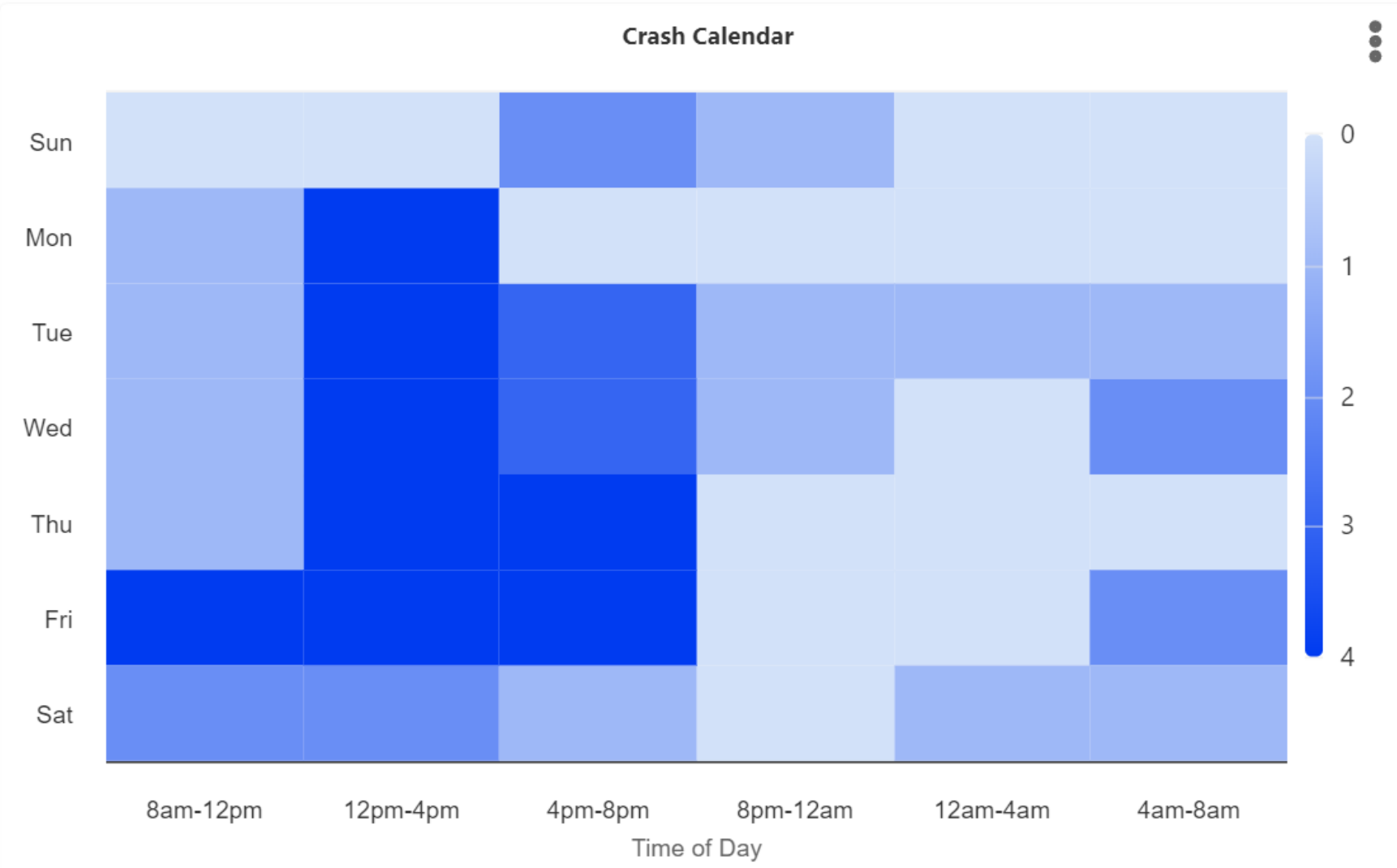
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	60	1	3	17	39
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	4	0	4	0	0
Non-Incapacitating Injuries	11	0	1	10	0
Possible Injuries	17	0	0	17	0
No Injuries	115	1	1	21	92
Non-Traffic Fatalities	0	0	0	0	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

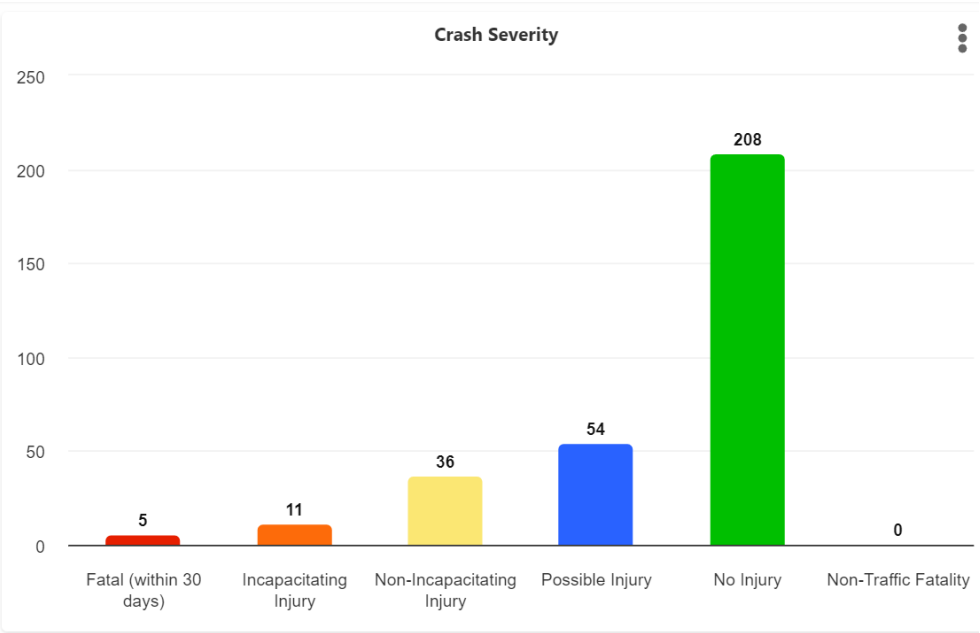

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

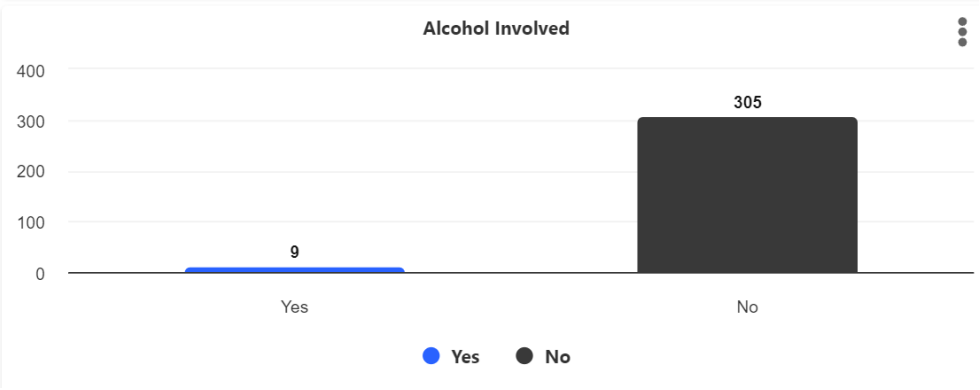

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
1
2
3
4
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

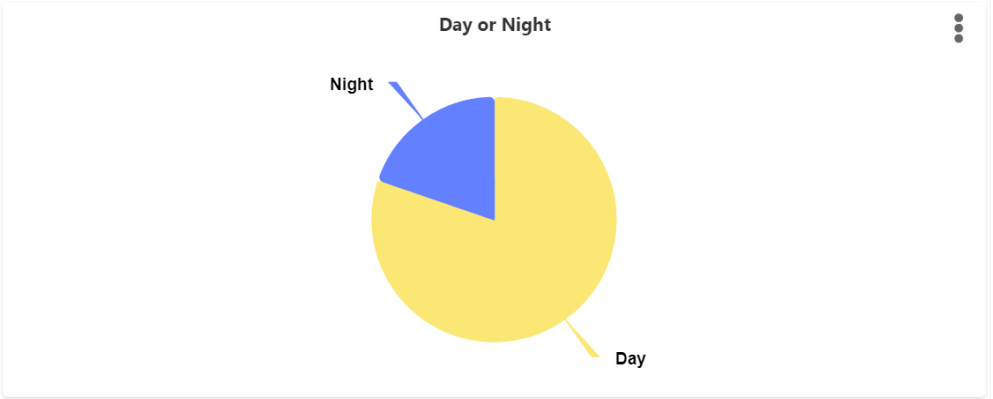
Nova Road
(US 1 to Granada Blvd.)

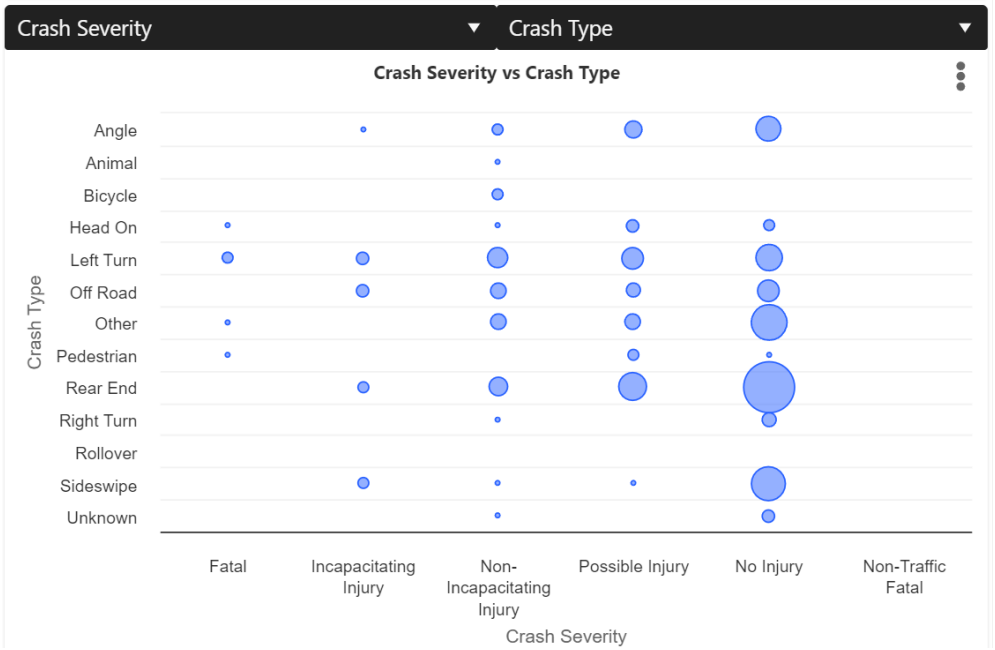
Injury Summary Common Attributes FDOT Attributes

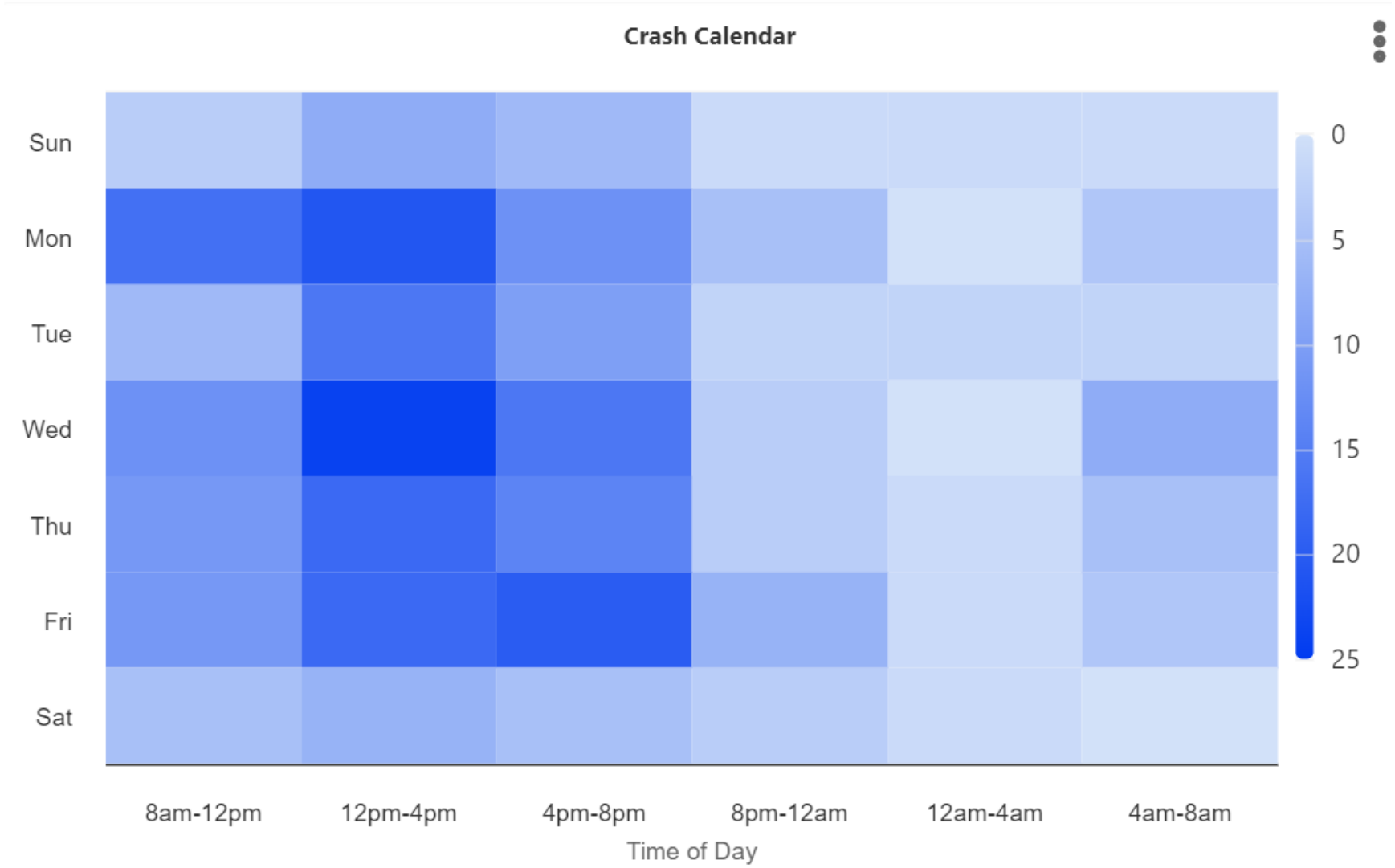
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	314	5	11	90	208
Fatalities (within 30 Days)	5	5	0	0	0
Incapacitating Injuries	13	2	11	0	0
Non-Incapacitating Injuries	53	3	1	49	0
Possible Injuries	95	0	2	93	0
No Injuries	608	2	14	114	478
Non-Traffic Fatalities	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

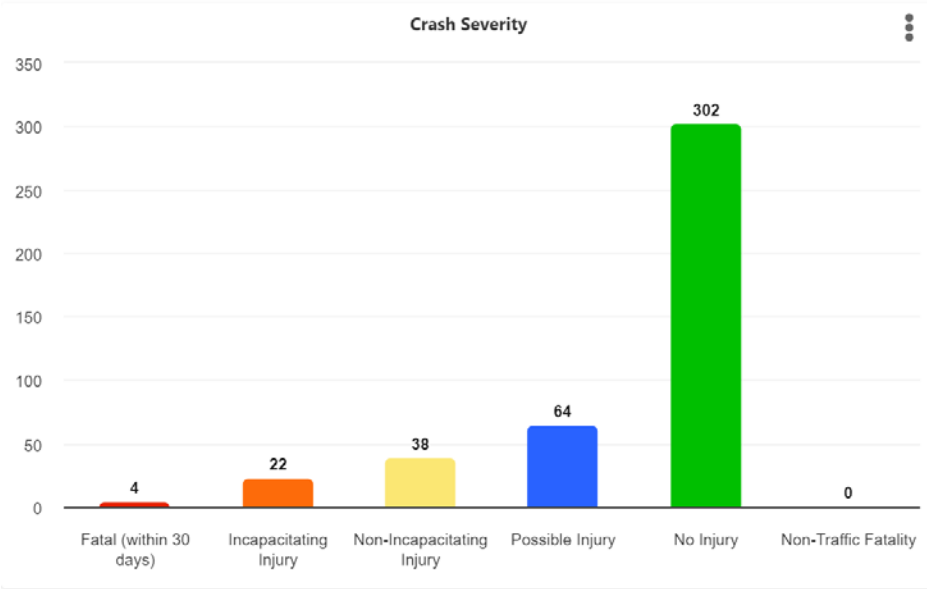

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

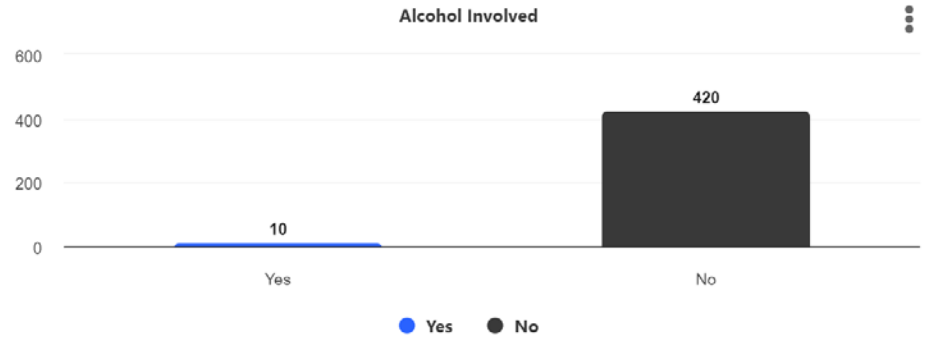

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
25
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

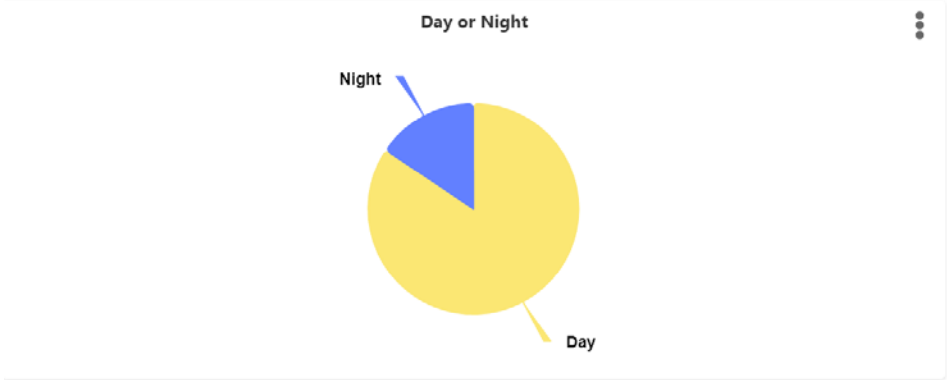
Nova Road
(Granada Blvd. to Hand Ave.)

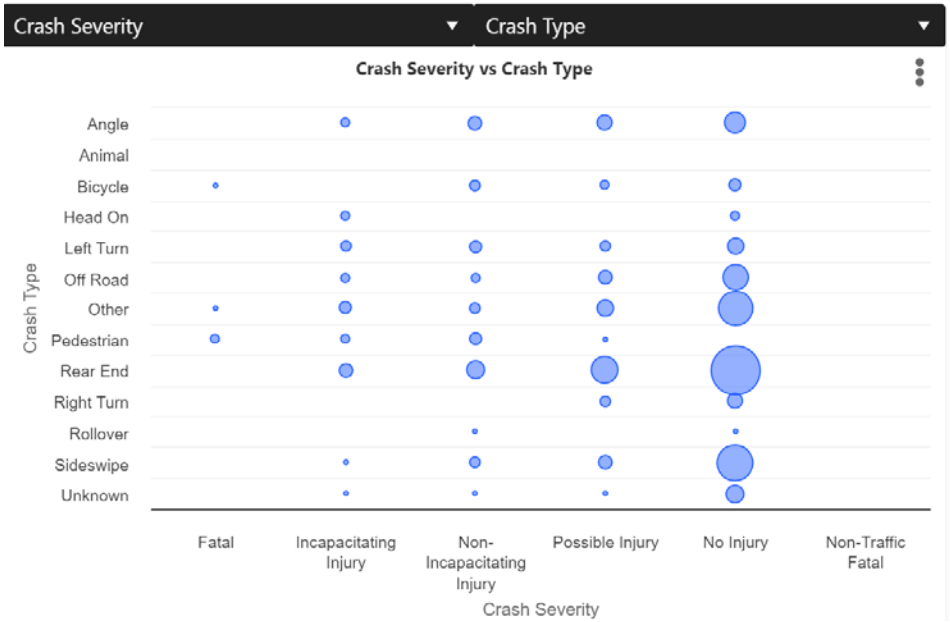


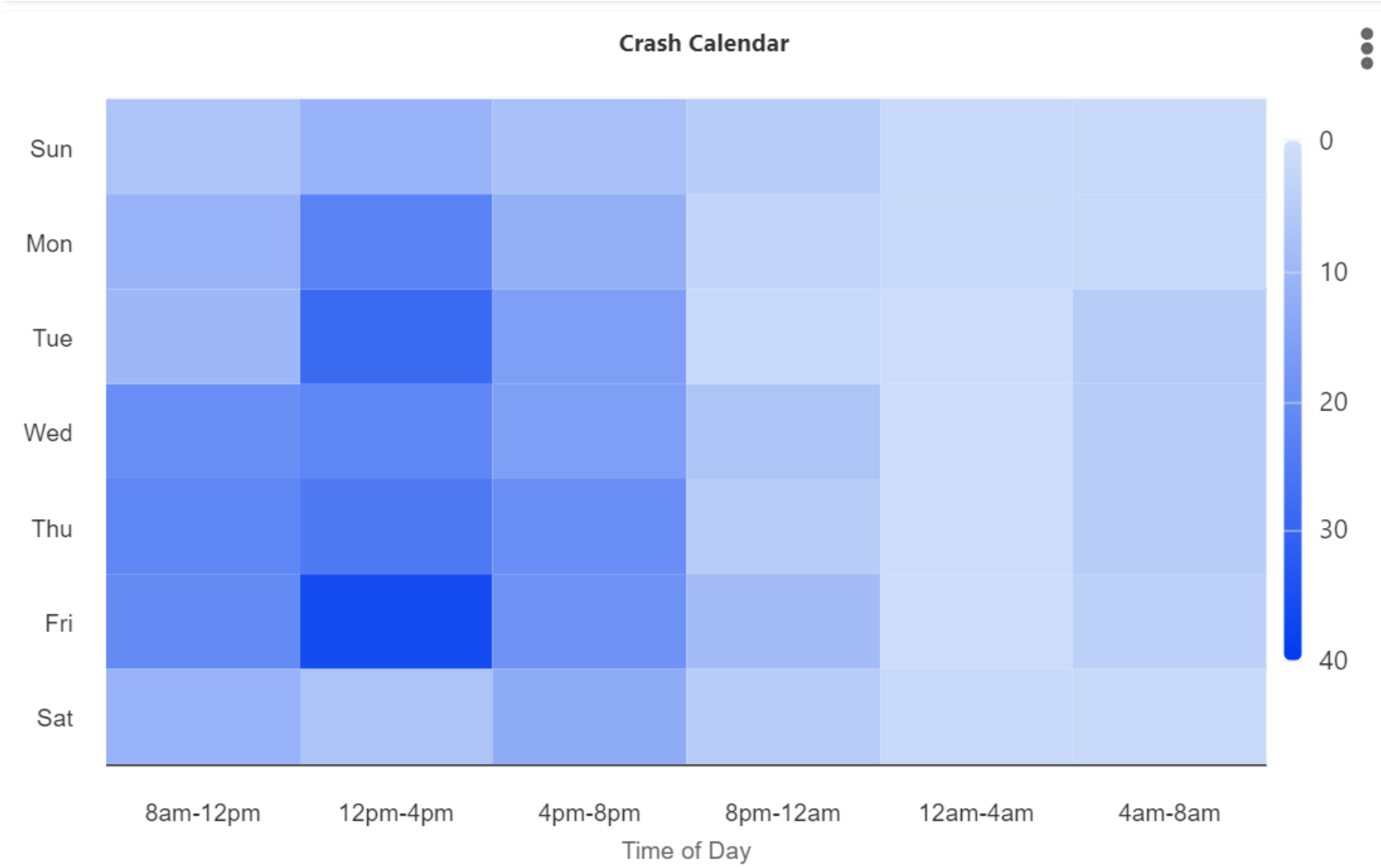
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	430	4	22	102	302
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	26	0	26	0	0
Non-Incapacitating Injuries	59	0	10	49	0
Possible Injuries	109	0	2	107	0
No Injuries	839	5	24	126	684
Non-Traffic Fatalities	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

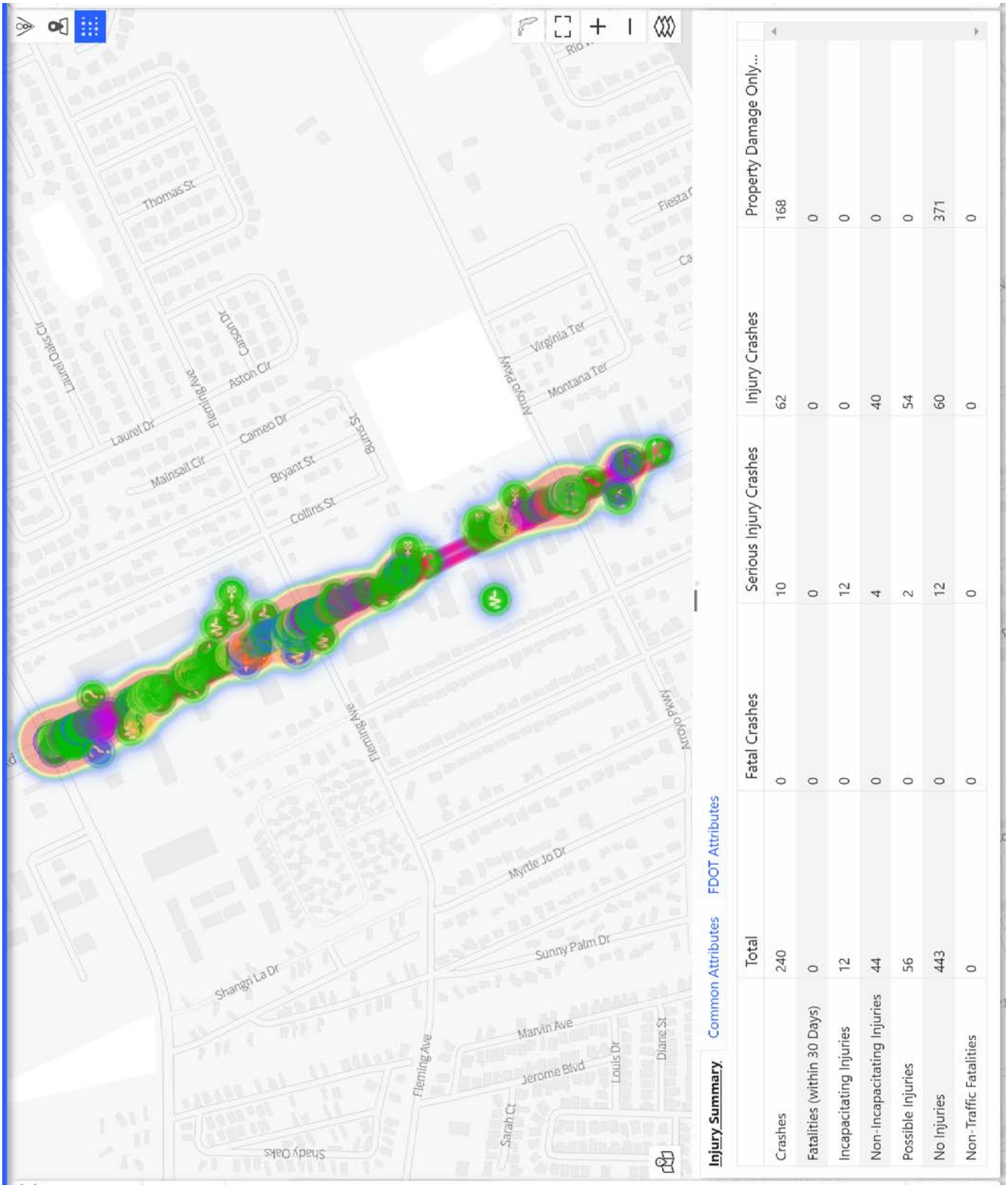

Alcohol Involved
600
400
200
0
10
420
Yes
No
Yes
No


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

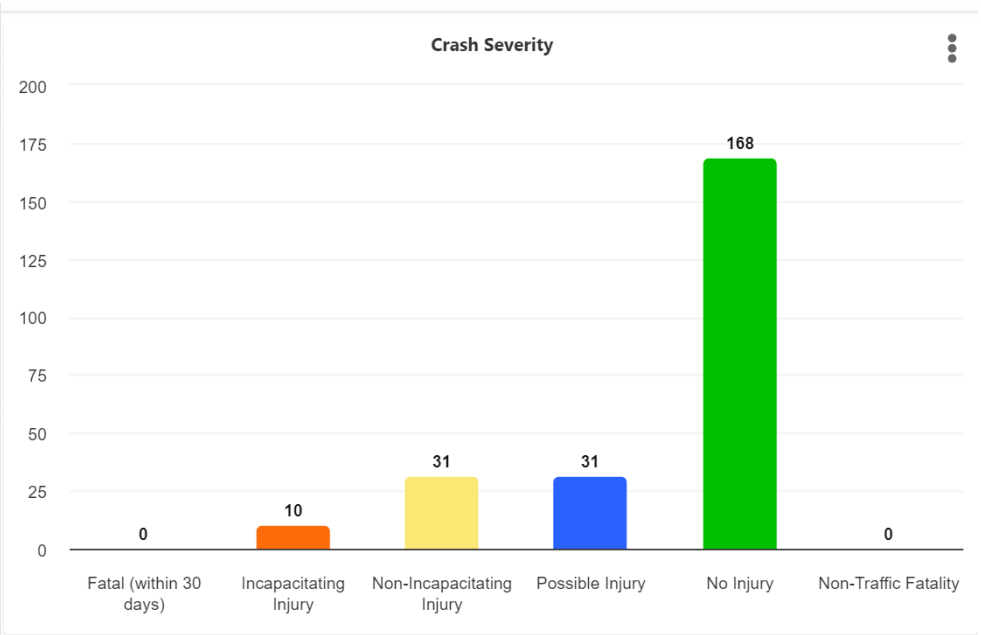

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

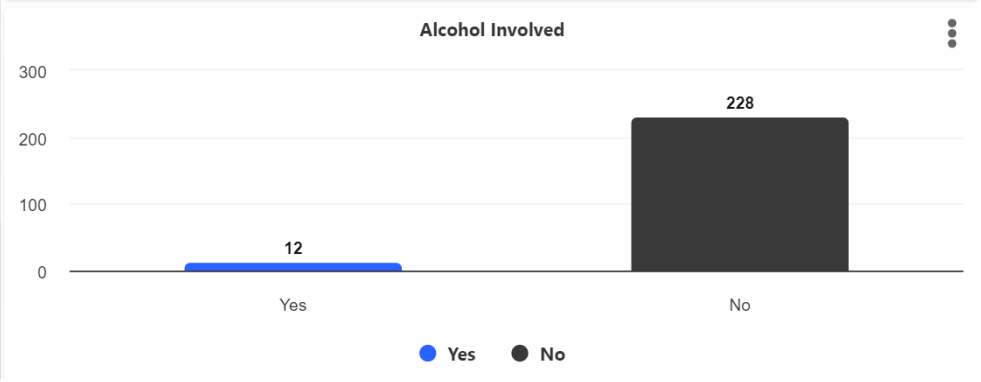
Nova Road
(Hand Ave. to South City Limits)

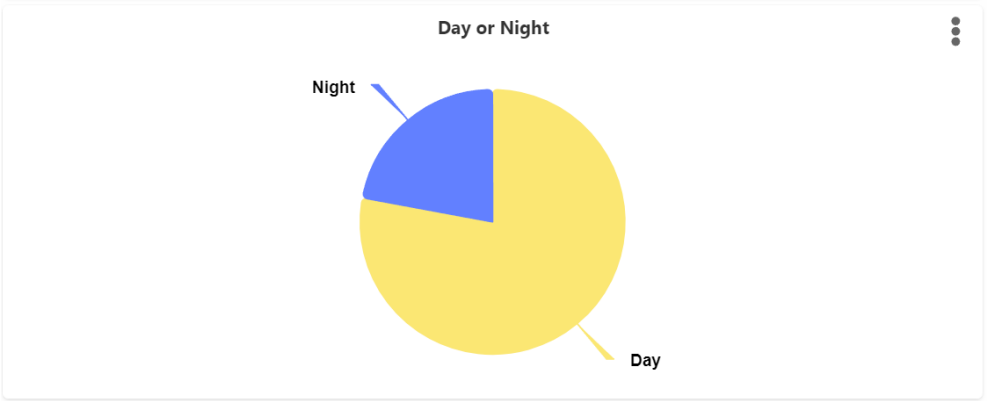


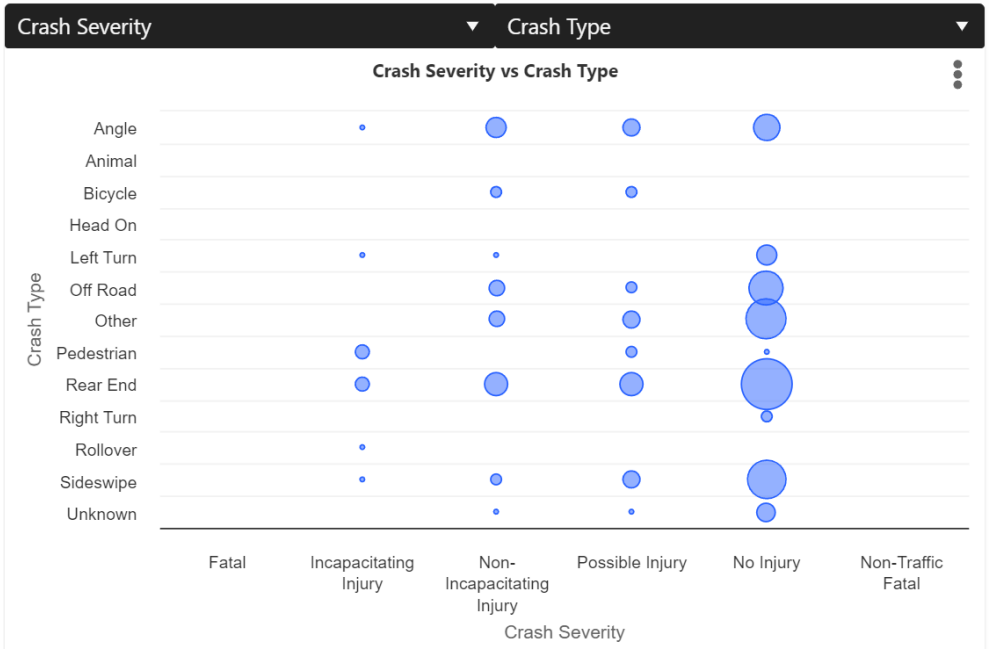
Injury Summary | Common Attributes | FDOT Attributes

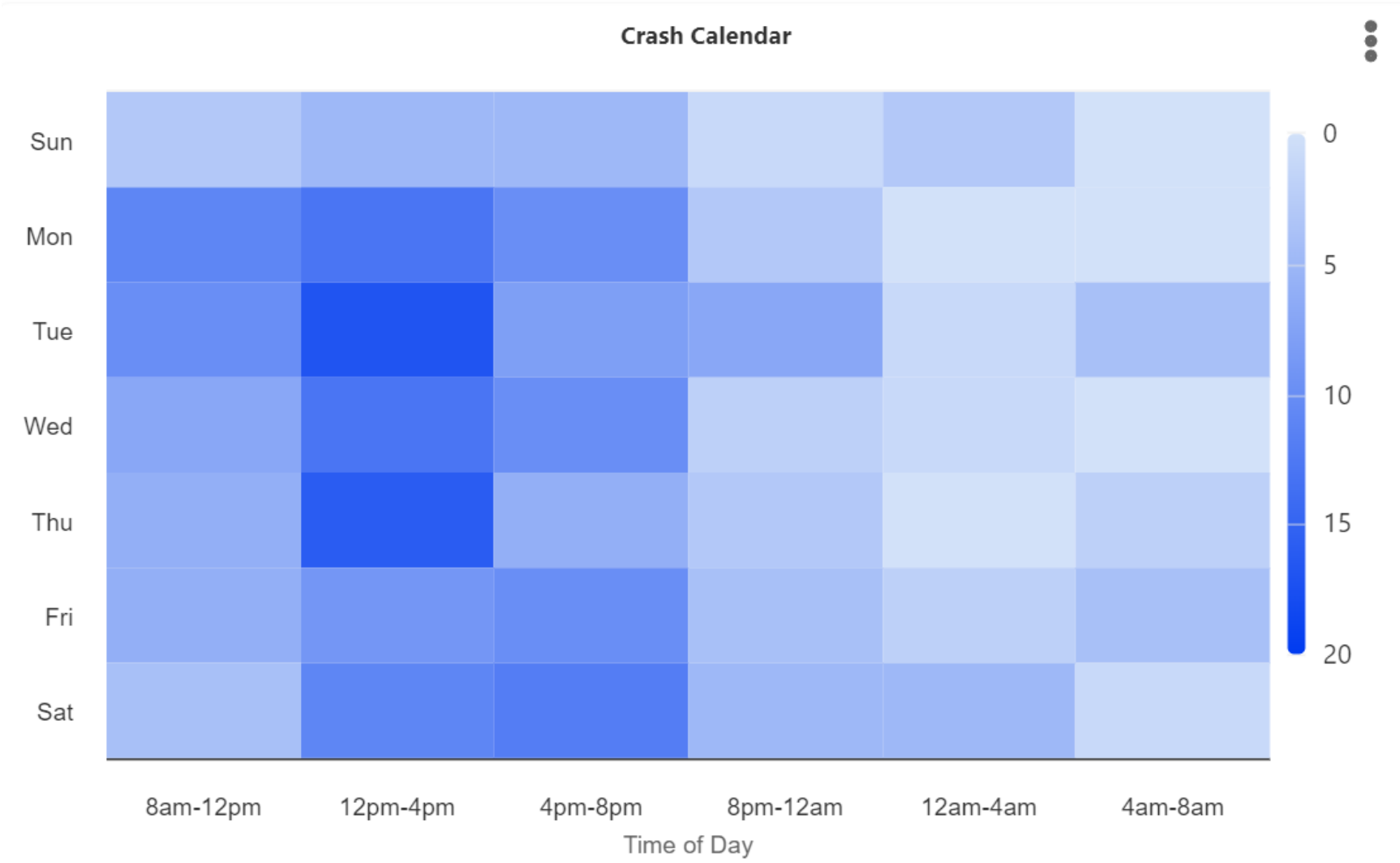
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	240	0	10	62	168
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	12	0	12	0	0
Non-Incapacitating Injuries	44	0	4	40	0
Possible Injuries	56	0	2	54	0
No Injuries	443	0	12	60	371
Non-Traffic Fatalities	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

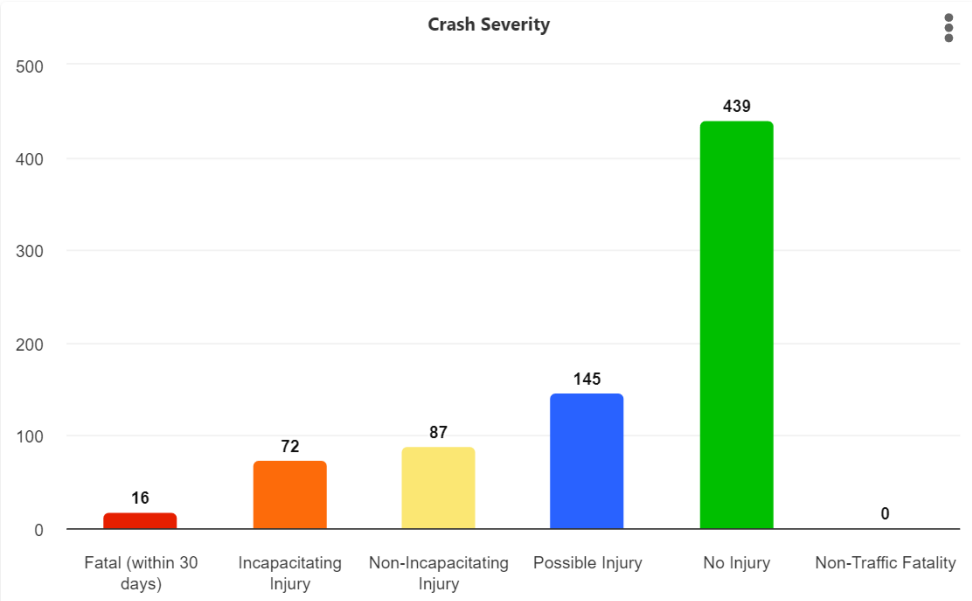

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality
Crash Severity

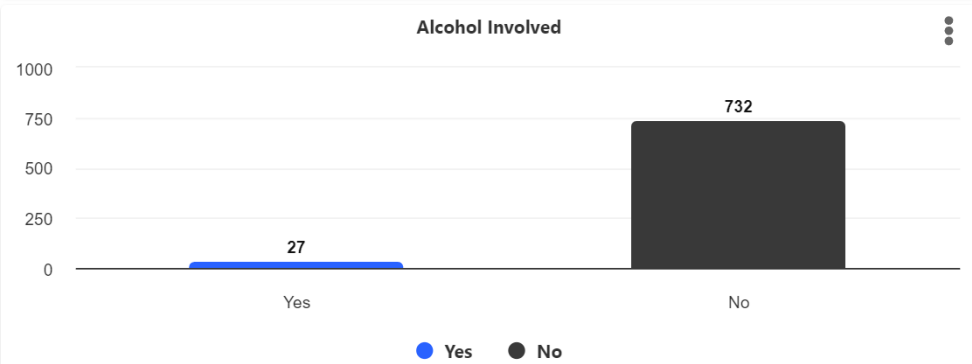

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

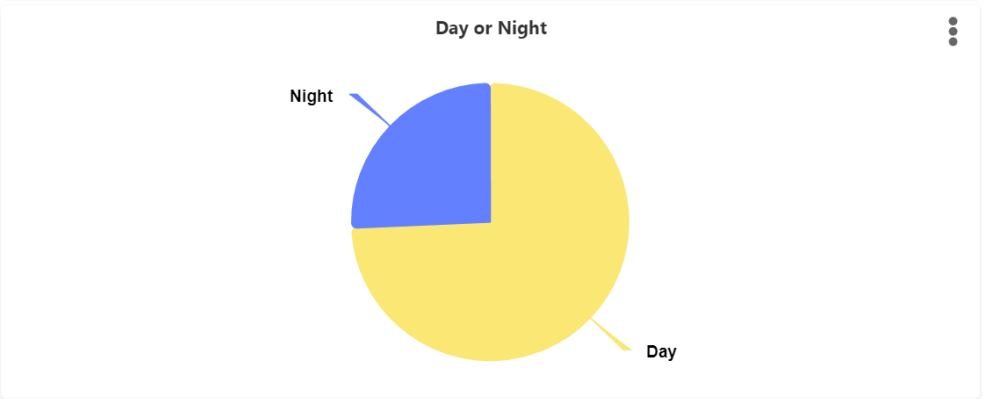
US 1
(North City Limits to Nova Road)

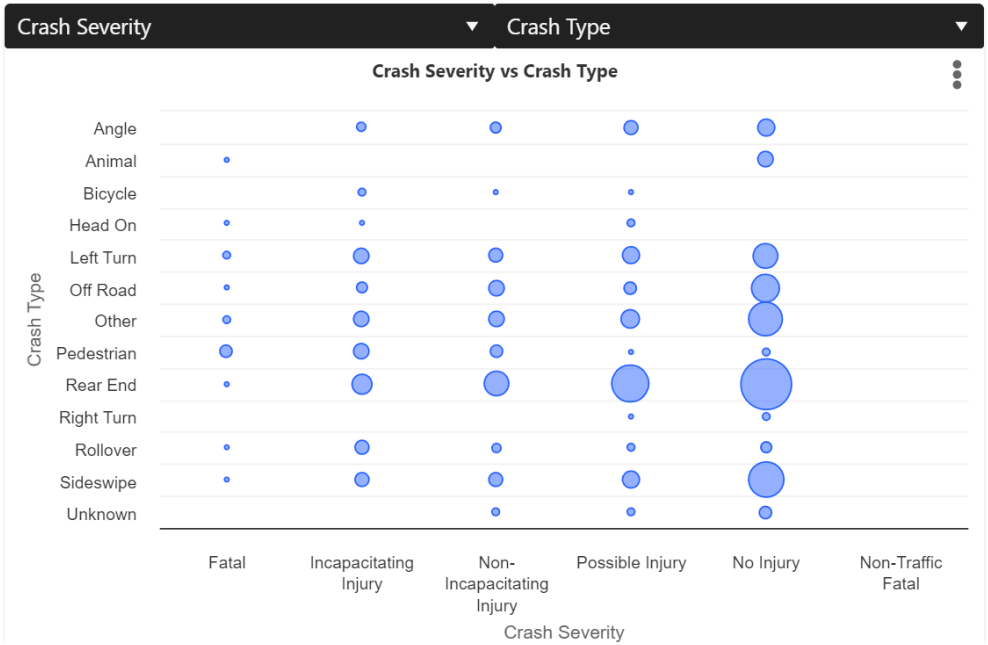


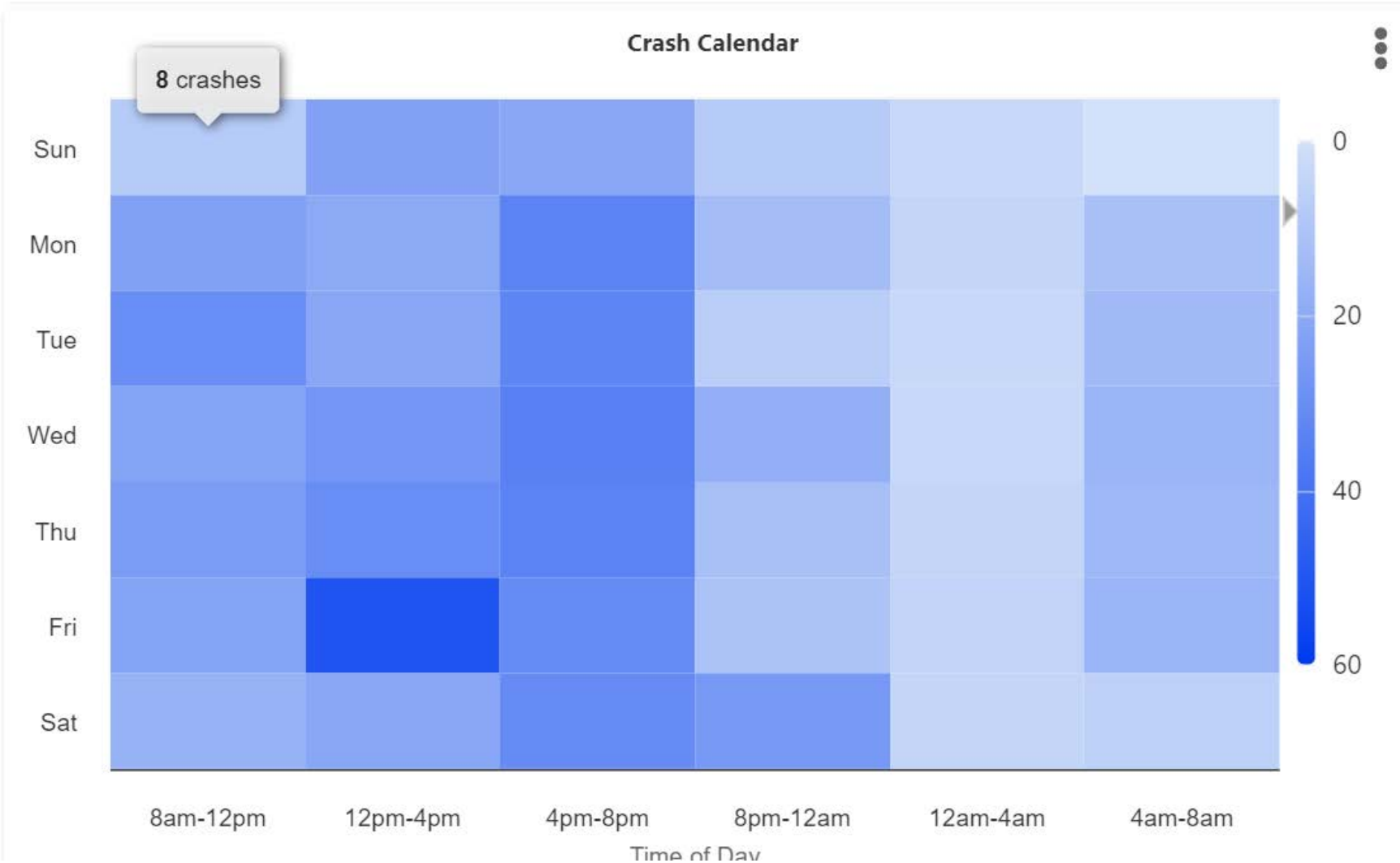
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	759	16	72	232	439
Fatalities (within 30 Days)	16	16	0	0	0
Incapacitating Injuries	98	4	94	0	0
Non-Incapacitating Injuries	130	5	7	118	0
Possible Injuries	269	1	22	246	0
No Injuries	1460	14	87	263	1096
Non-Traffic 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

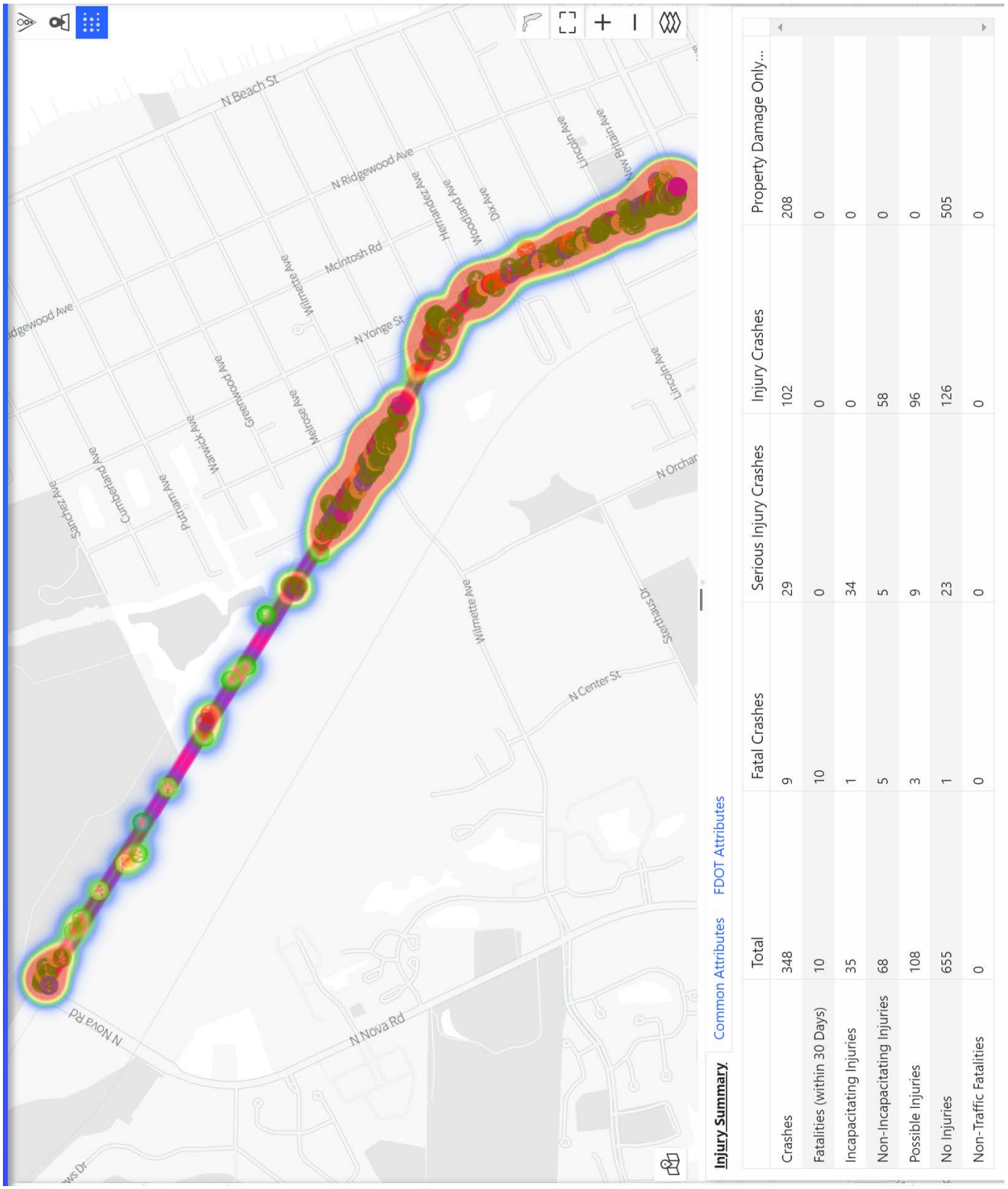

Alcohol Involved
1000
750
500
250
0
27
732
Yes
No
Yes
No


Day or Night
Night
Day

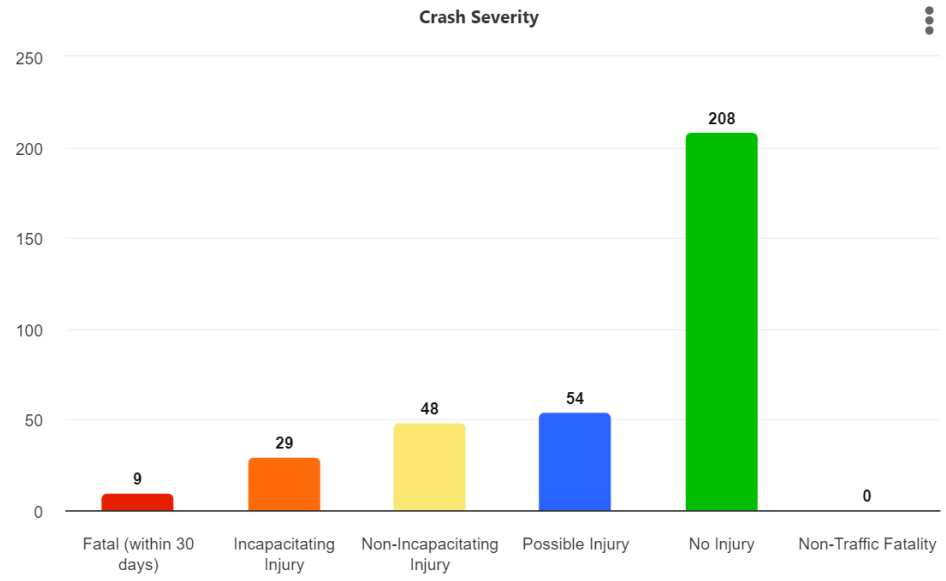

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

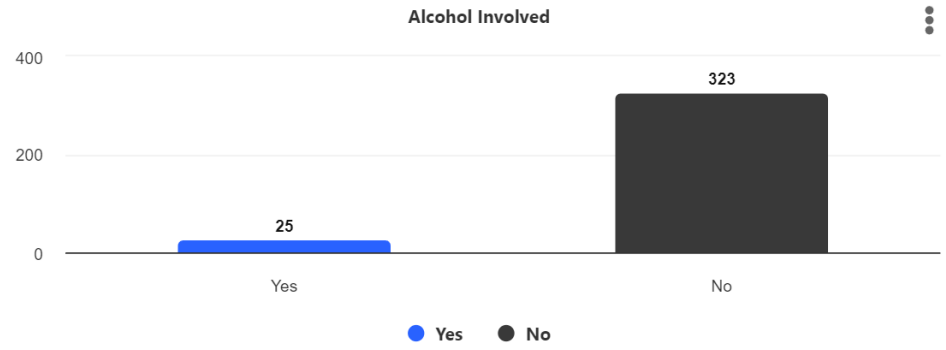

Crash Calendar
8 crashes
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
20
40
60
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

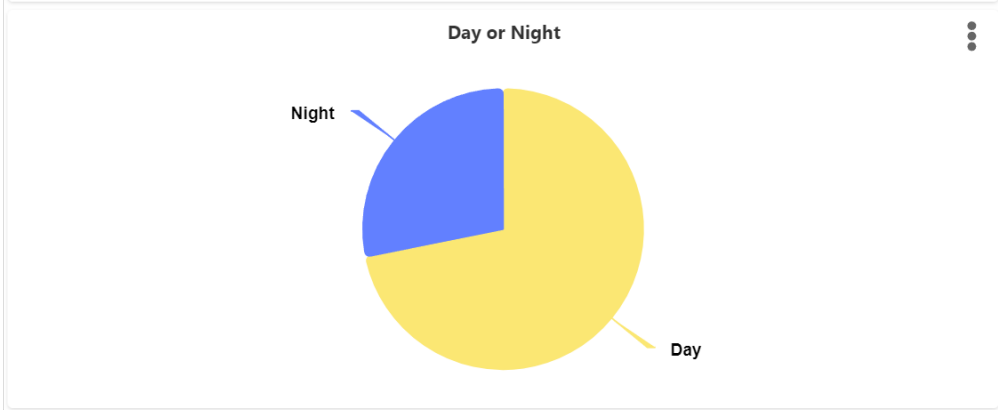
US 1
(Nova Road to Granada Blvd.)

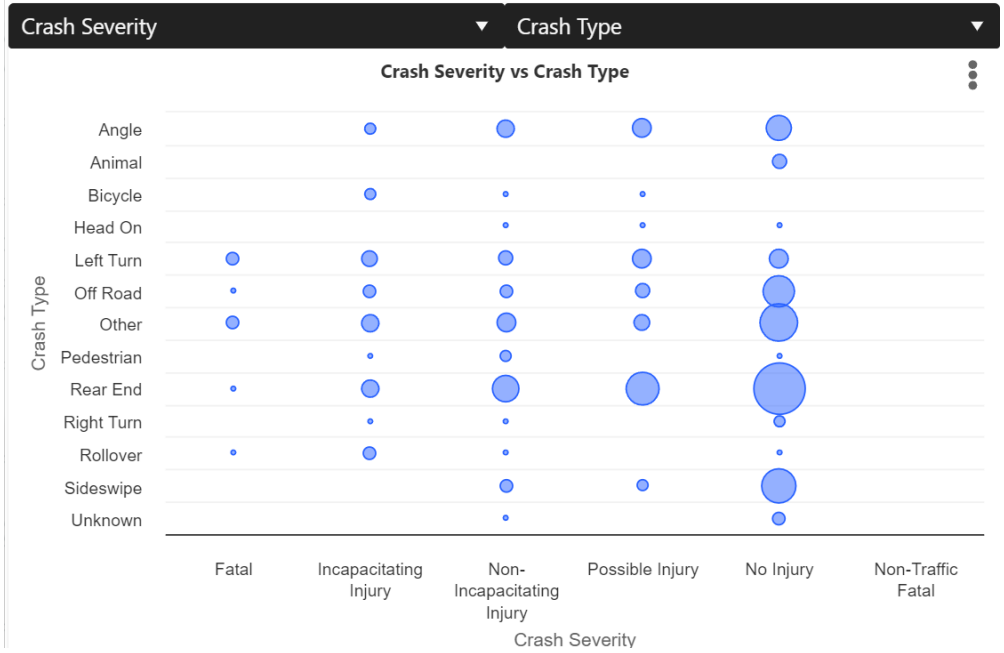


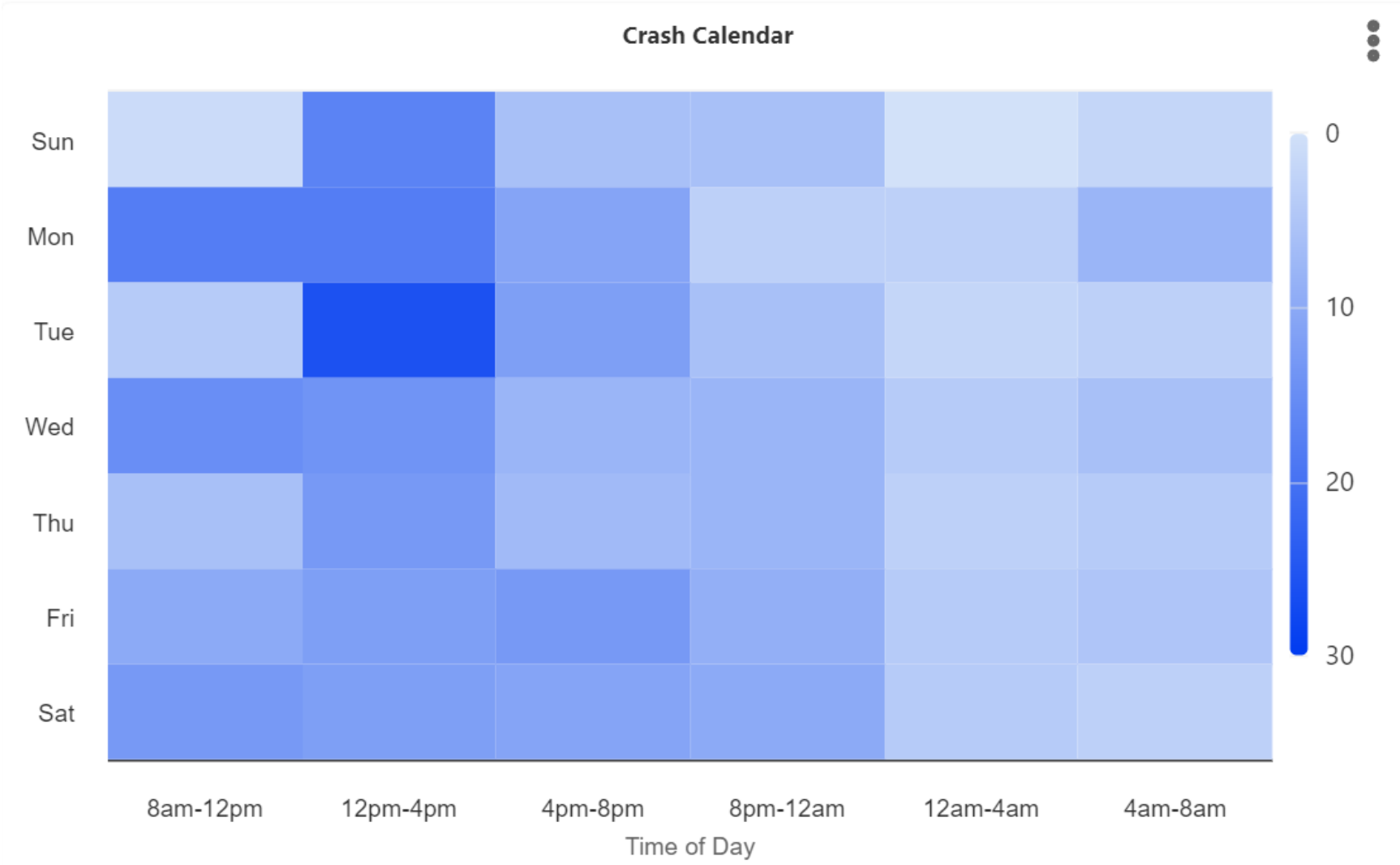
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	348	9	29	102	208
Fatalities (within 30 Days)	10	10	0	0	0
Incapacitating Injuries	35	1	34	0	0
Non-Incapacitating Injuries	68	5	5	58	0
Possible Injuries	108	3	9	96	0
No Injuries	655	1	23	126	505
Non-Traffic Fatalities	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

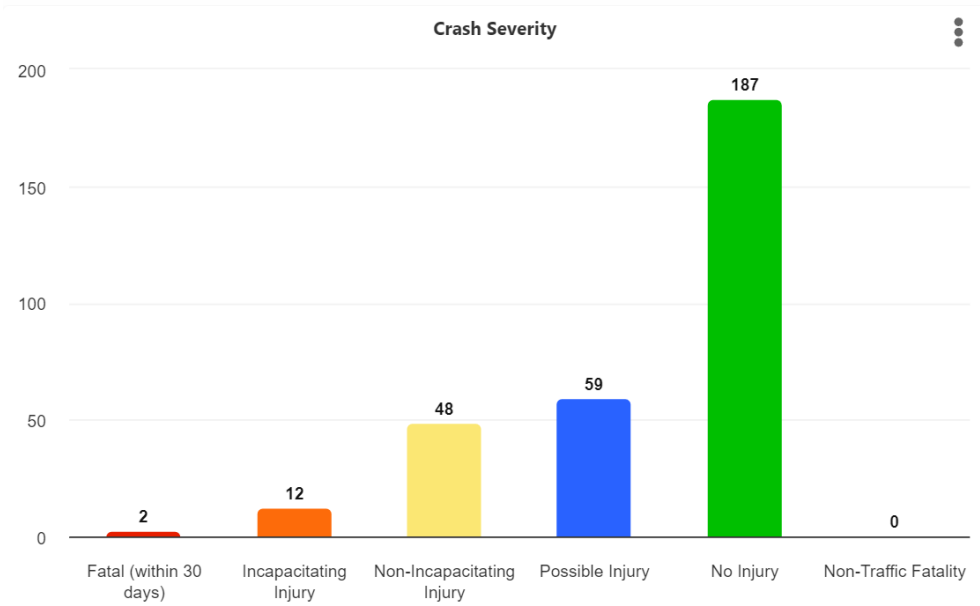

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

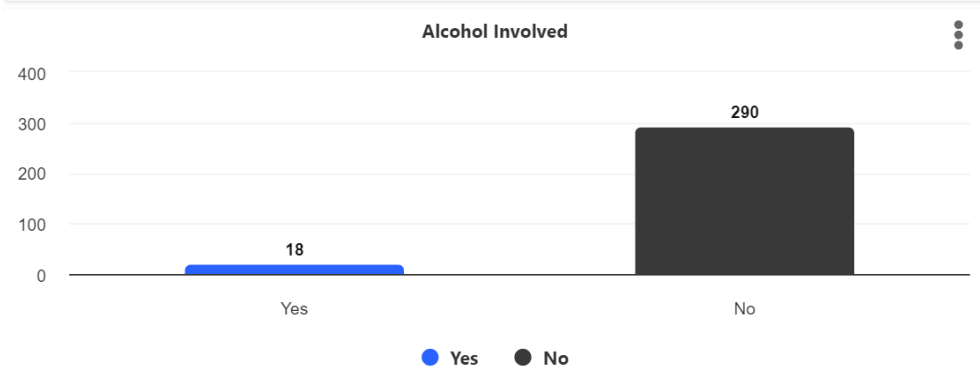

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

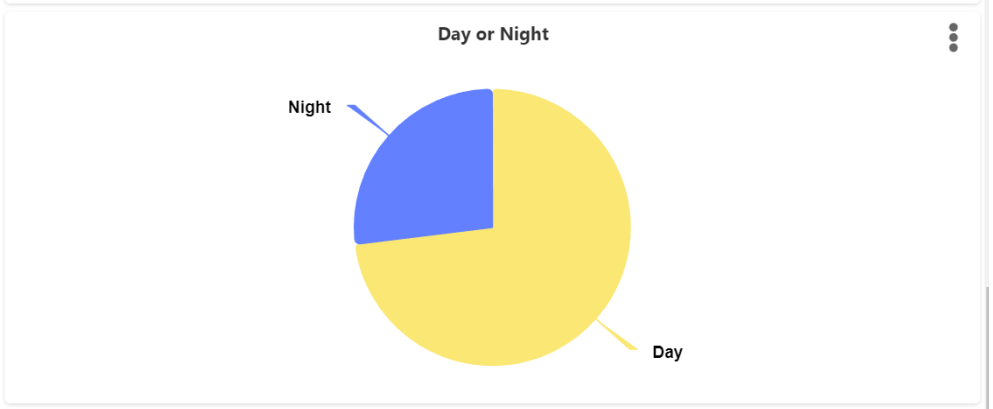
US 1
(Granada Blvd. to Hand Ave.)

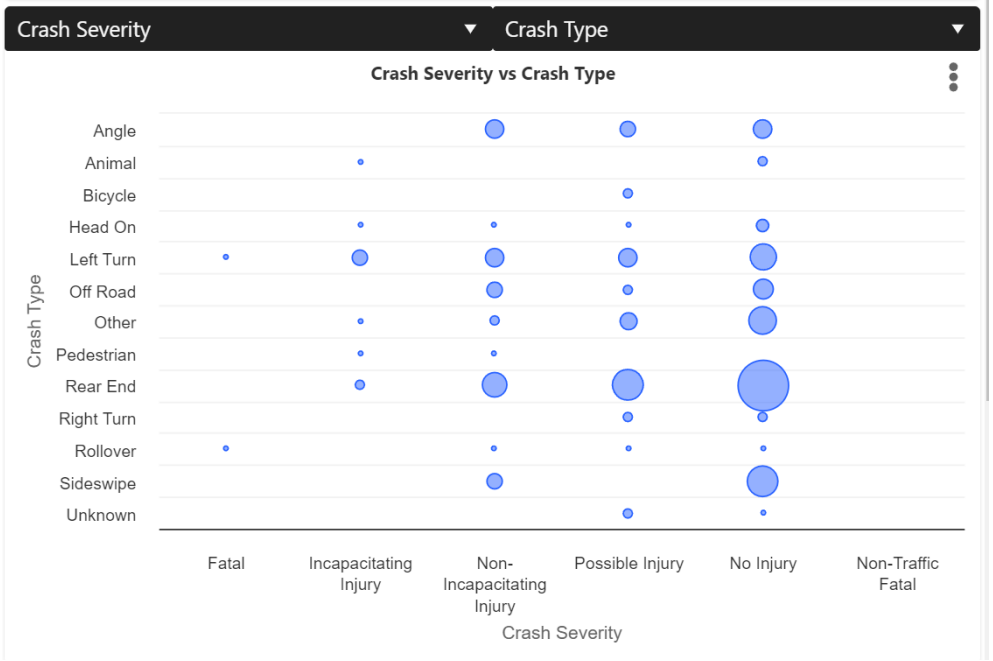


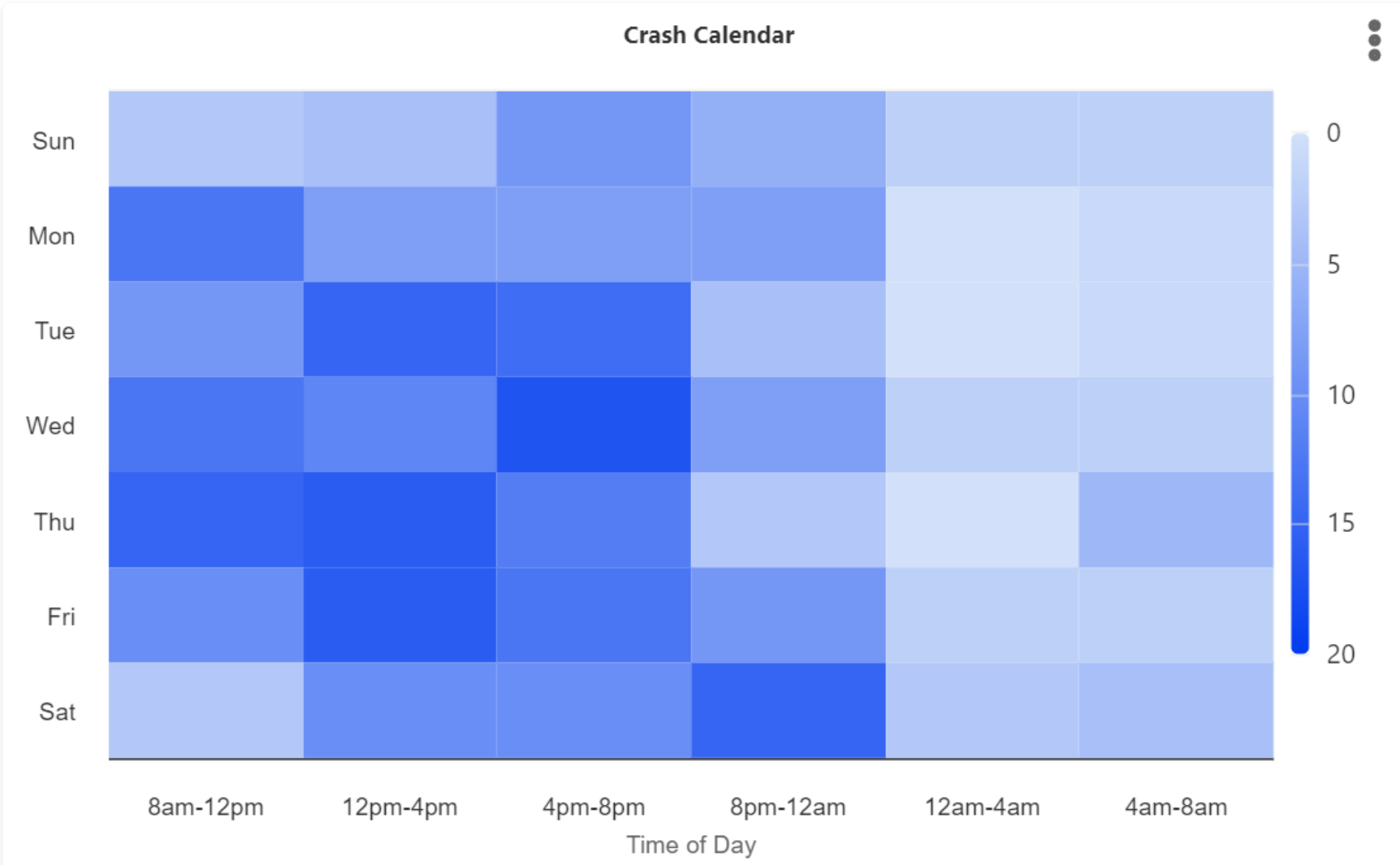
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	308	2	12	107	187
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	16	1	15	0	0
Non-Incapacitating Injuries	57	1	3	53	0
Possible Injuries	89	0	4	85	0
No Injuries	616	3	14	150	449
Non-Traffic Fatalities	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

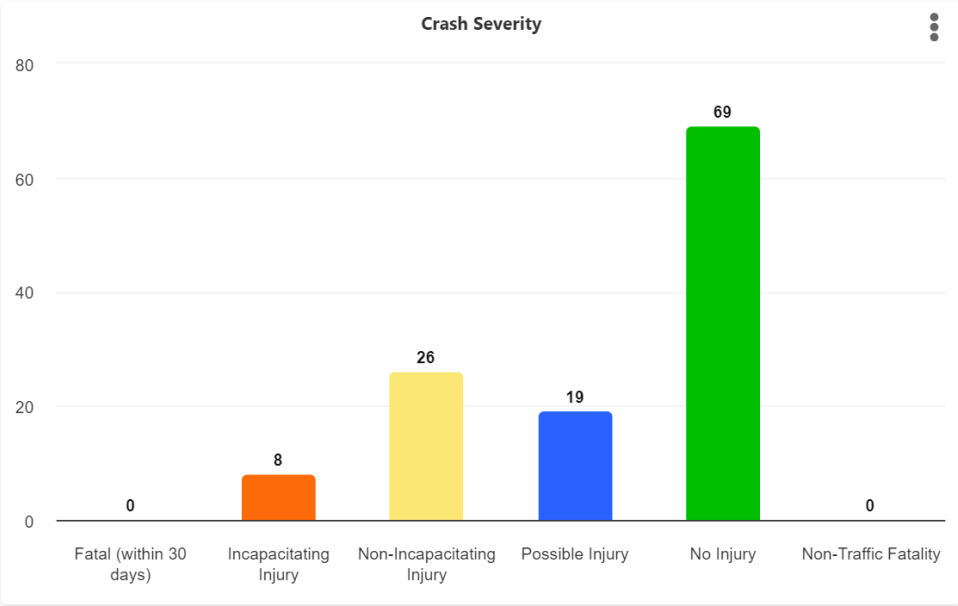

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

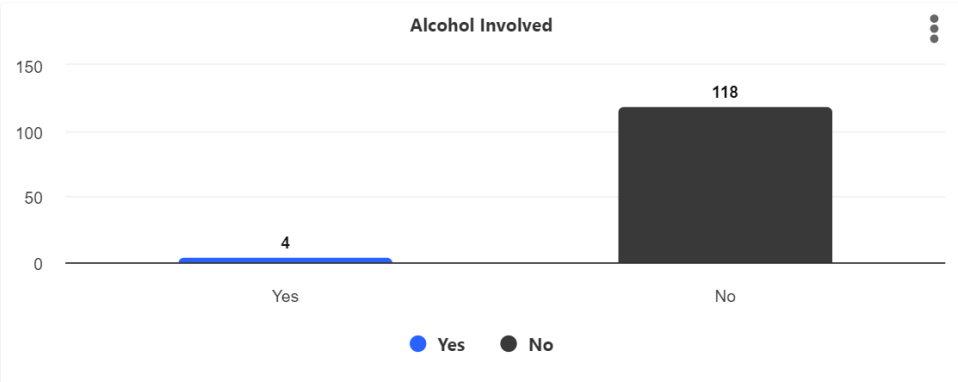

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

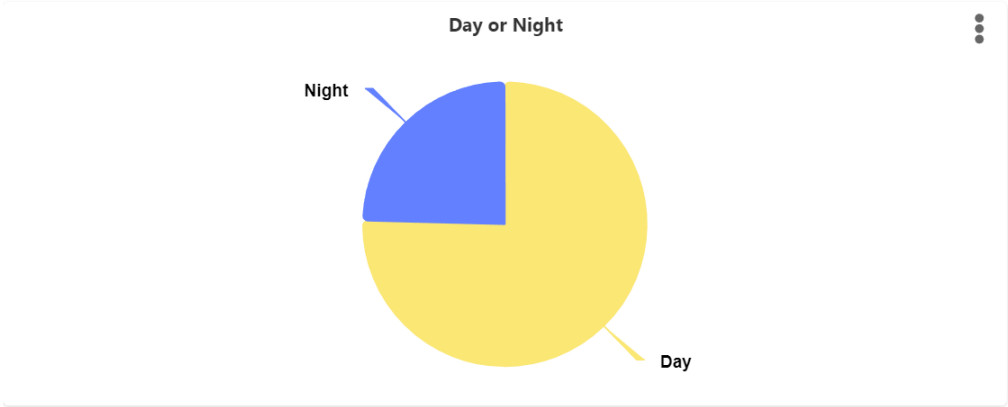
US 1
(Hand Ave. to South City Limits)

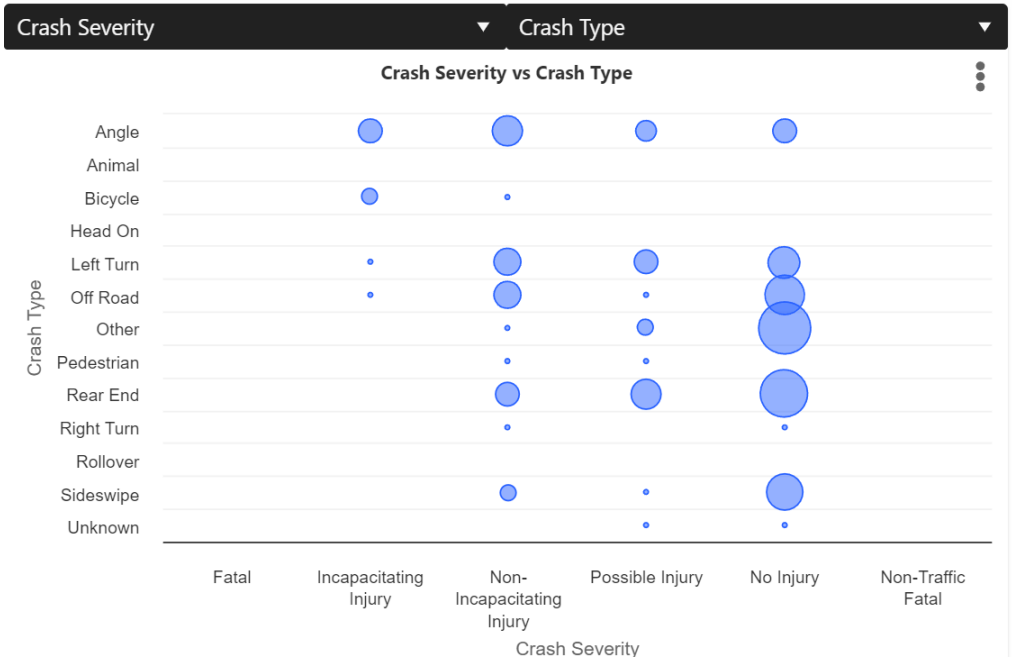


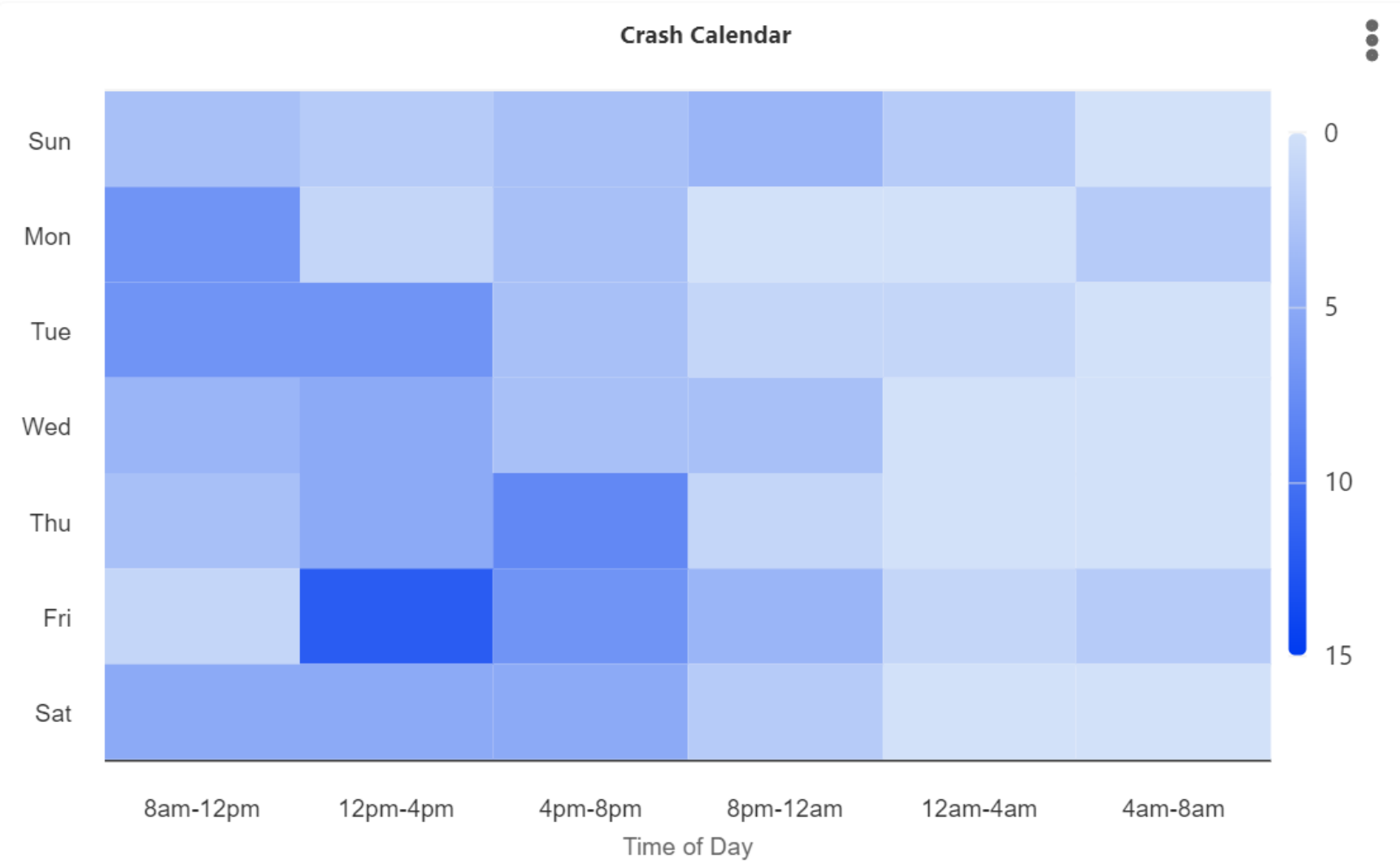
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	122	0	8	45	69
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	12	0	12	0	0
Non-Incapacitating Injuries	30	0	0	30	0
Possible Injuries	34	0	0	34	0
No Injuries	201	0	8	50	143
Non-Traffic Fatalities	0	0	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

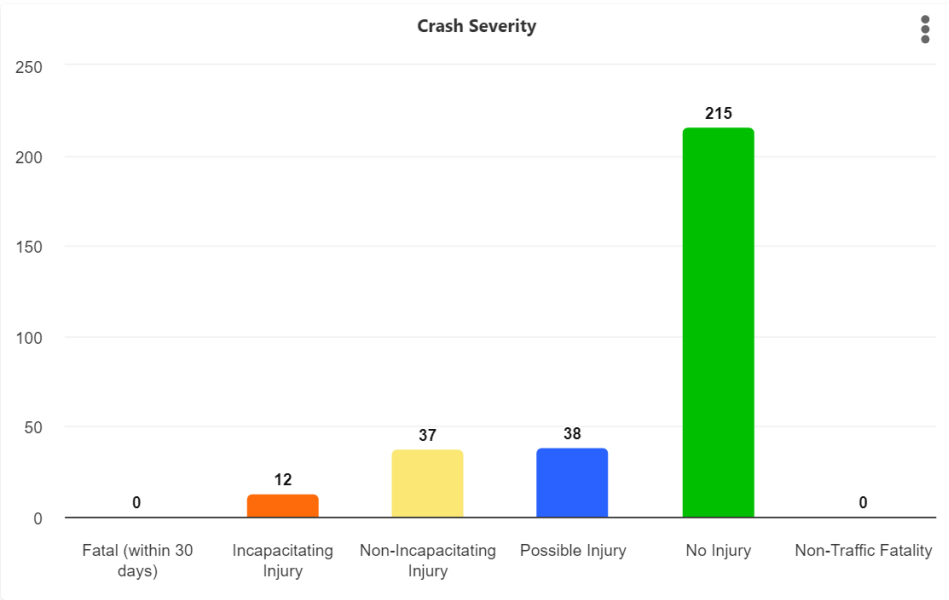

Day or Night
Night
Day

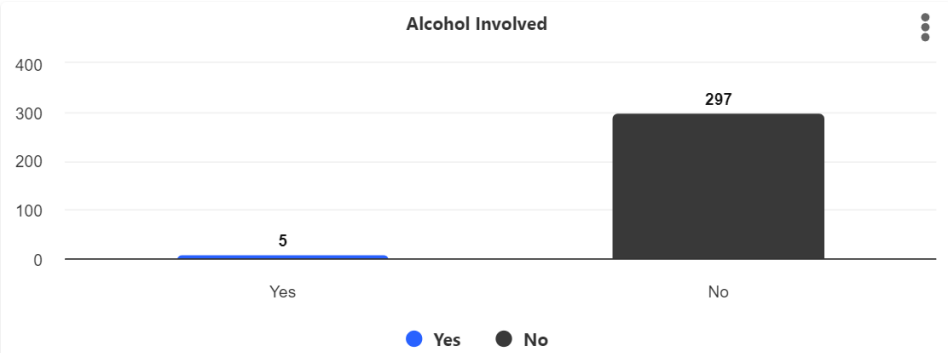

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity


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

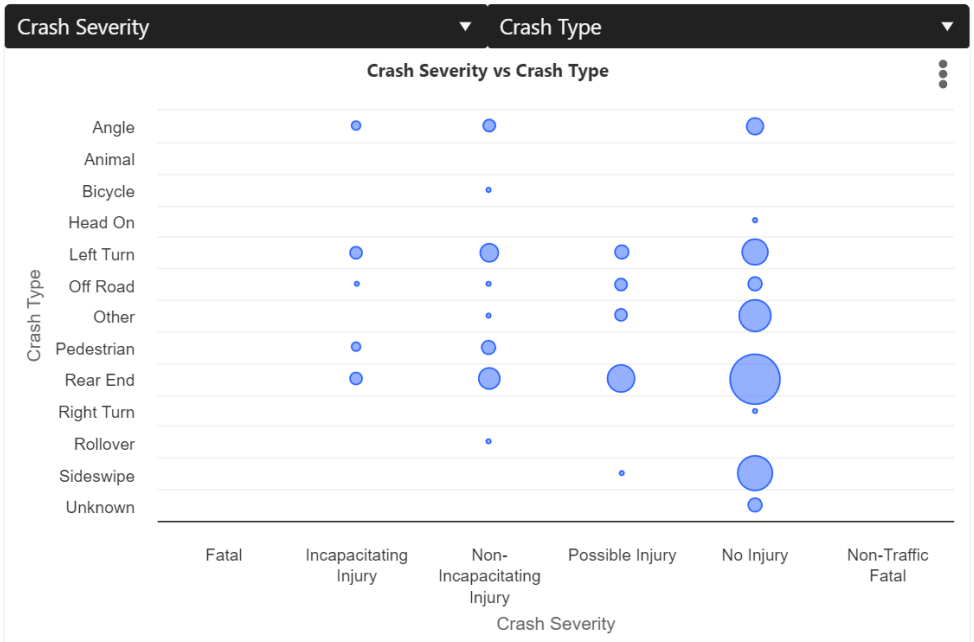
Williamson Blvd.
(Granada Blvd. to South City Limits)

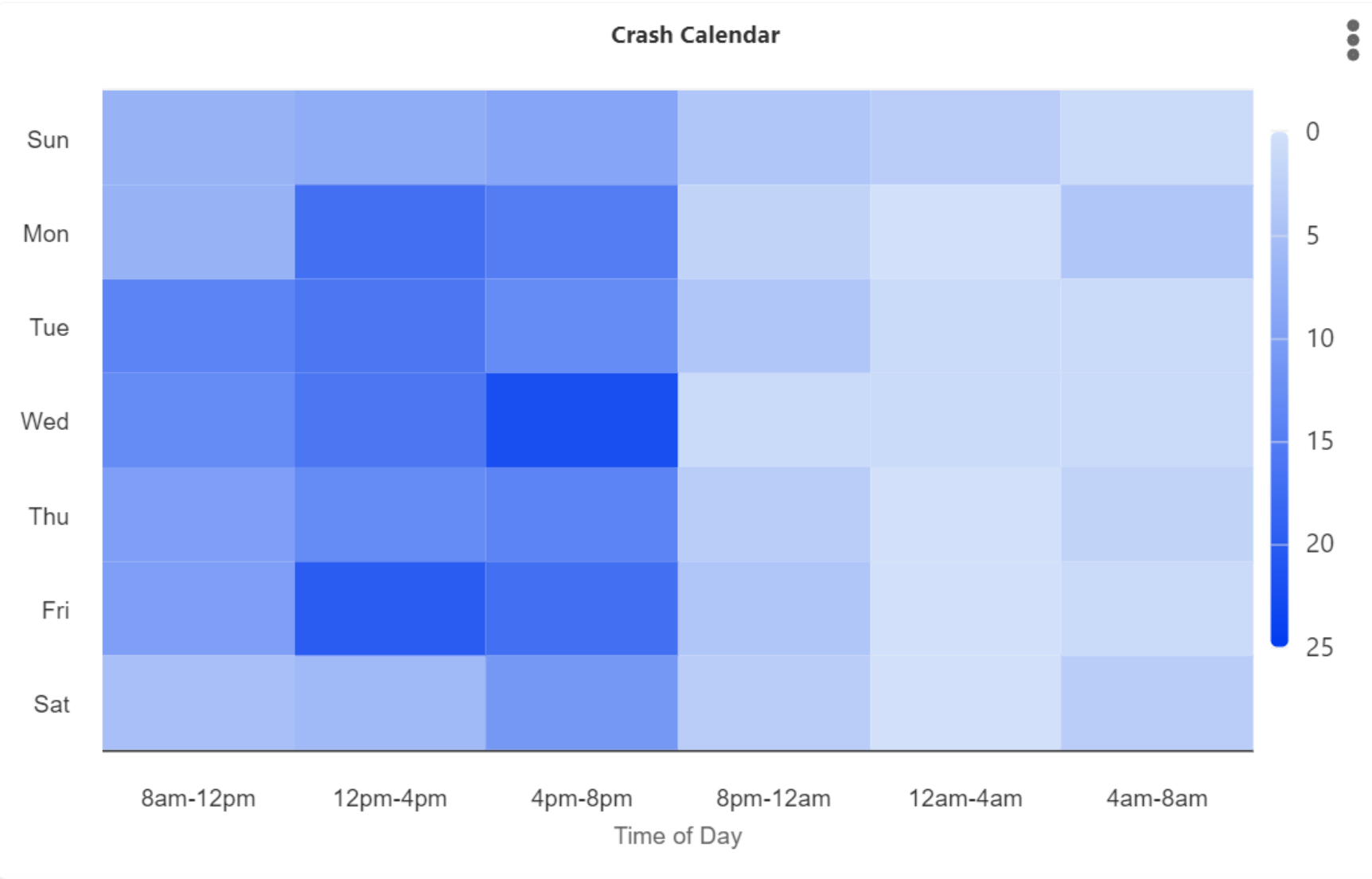
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	302	0	12	75	215
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	55	0	4	51	0
Possible Injuries	61	0	3	58	0
No Injuries	643	0	15	101	527
Non-Traffic Fatalities	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*



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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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

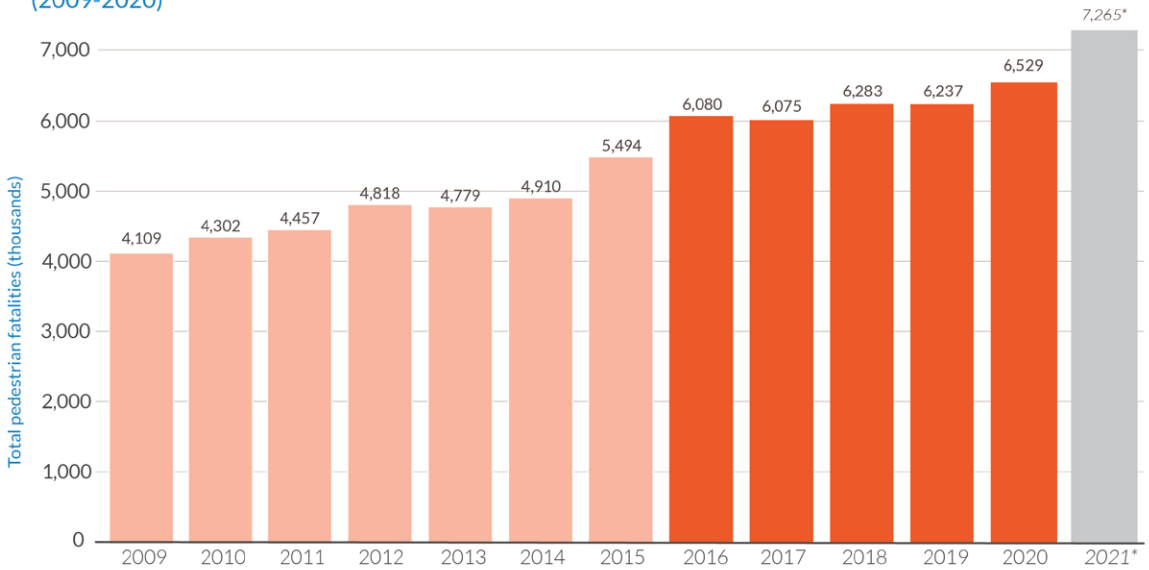
While the unprecedented COVID-19 pandemic upended many aspects of daily life, including how people get around, one terrible, long-term trend was unchanged: **the alarming increase in people being struck and killed while walking**.

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.

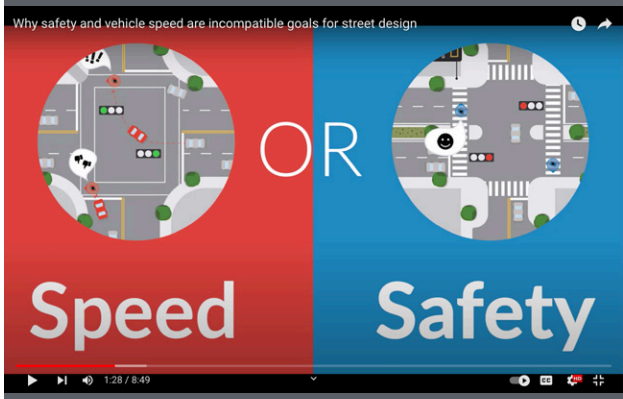
We send drivers two conflicting messages with low speed limits but designs that nudge them toward high speeds. And then, when drivers fail and strike someone walking or crossing the street, we rush to blame the driver or person walking in spite of the fact that the transportation agency should be held 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.

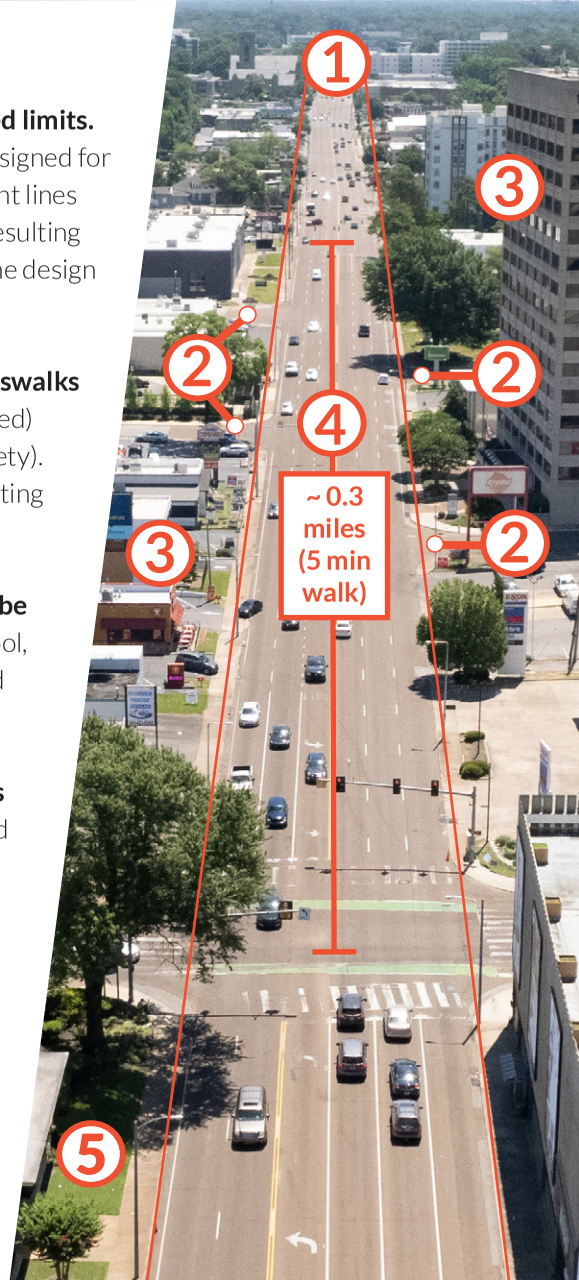
1. **Design can be more influential on behavior than speed limits.** Though the limit ranges from 25-35 mph, this road is designed for much higher speeds. It's long and straight, with clear sight lines and five travel lanes for maximum vehicle throughput, resulting in higher speeds. And though the speed 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

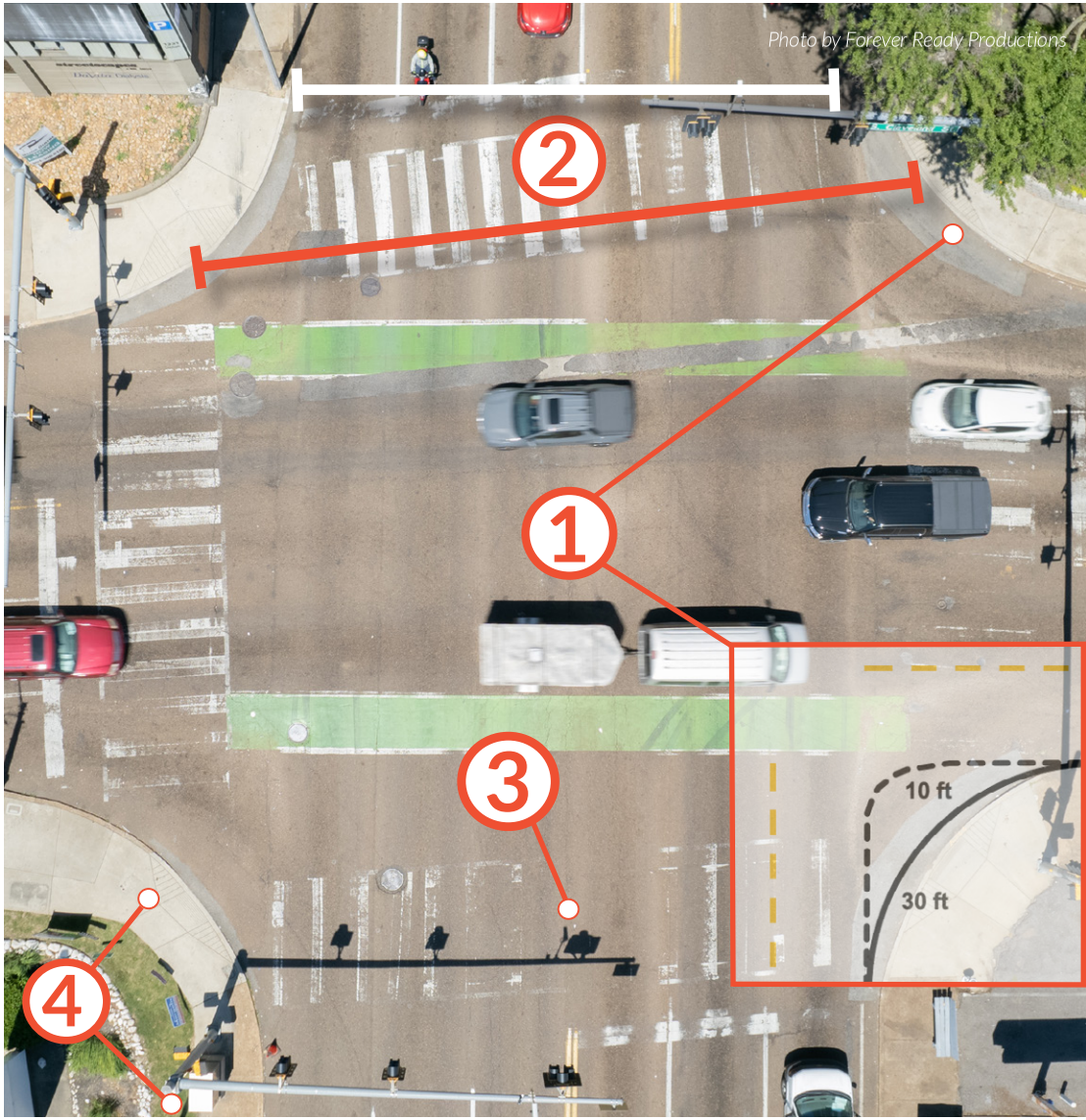
Most fatalities on Union Avenue occur at intersections

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

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.



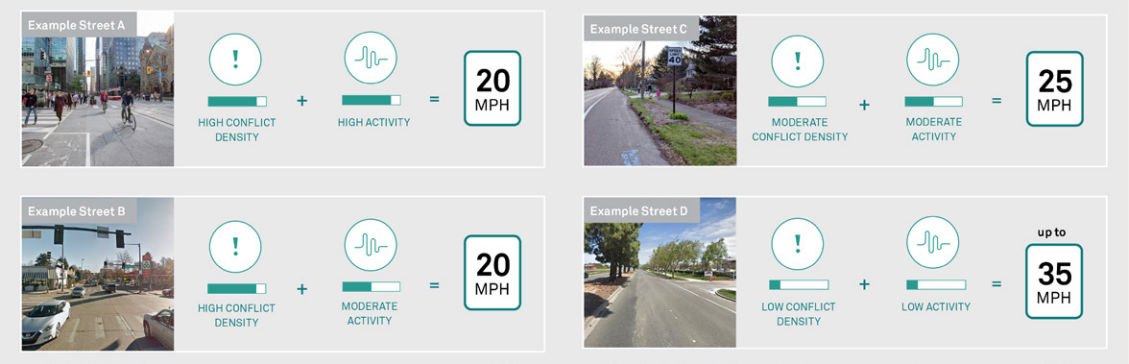
High Crash Network Map, from Hoboken, NJ's Vision Zero Action Plan. The city of 60,000 has not had a traffic death in more than four years.

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.

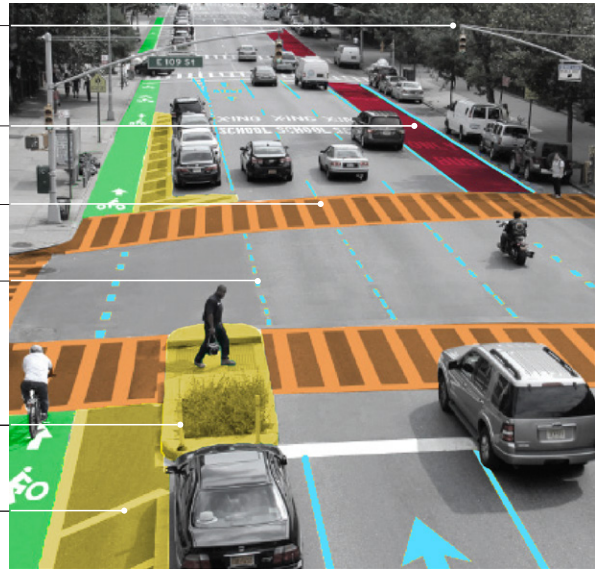
Another street design strategy that improves safety includes prioritizing transit—the safest travel mode—with dedicated space for buses, safe places to walk to the bus stop, and comfortable places to wait for the bus.

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

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

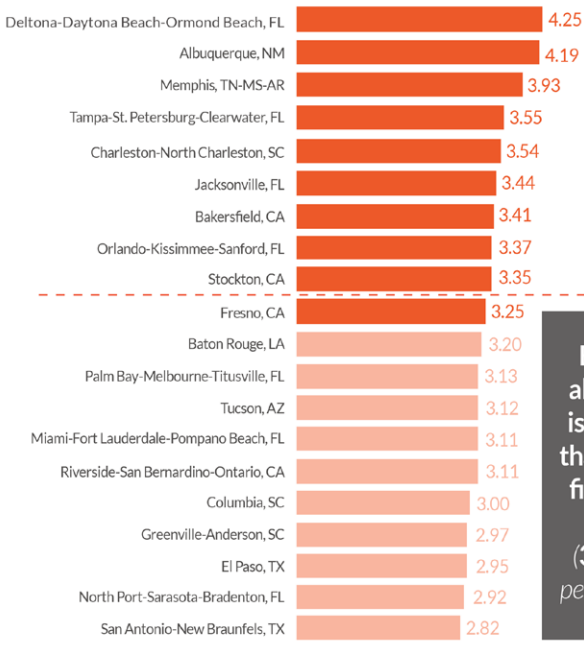
The top 20 most dangerous metro areas

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

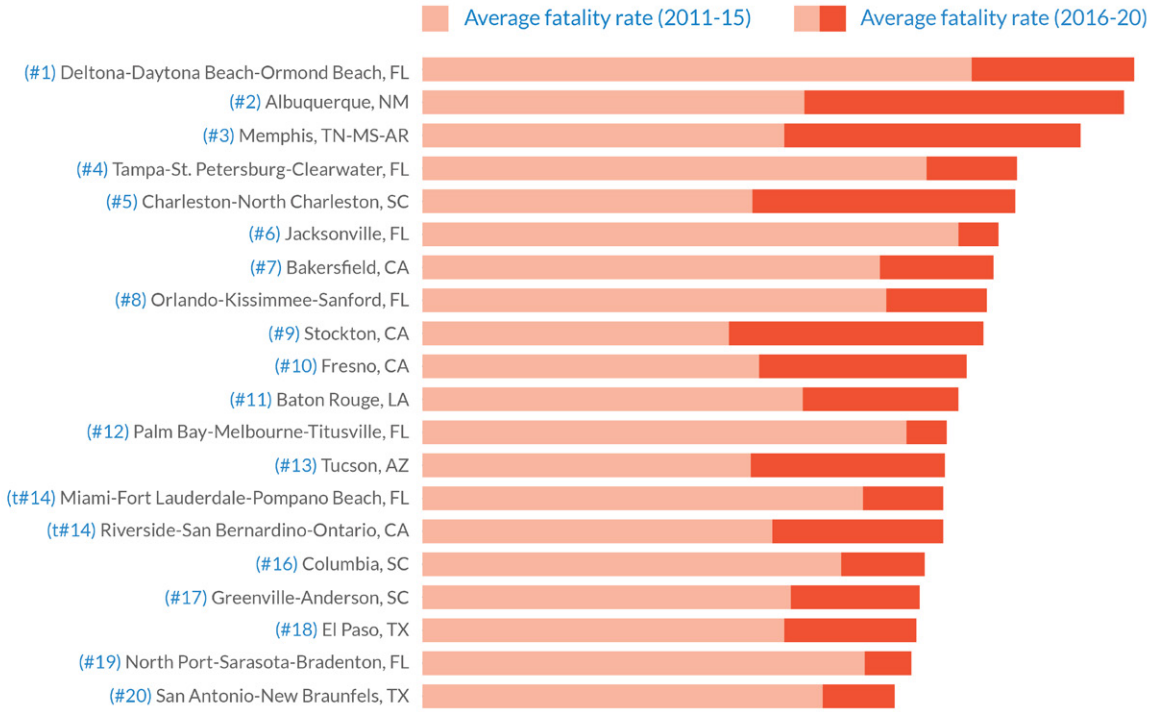
The rankings within each edition of this report shift and metro areas may slide up and down, but **every single one of the 20 most deadly metro areas has grown more deadly over the last decade**. As the graphic on the previous page shows, a fatality rate that would have topped these rankings five years 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.

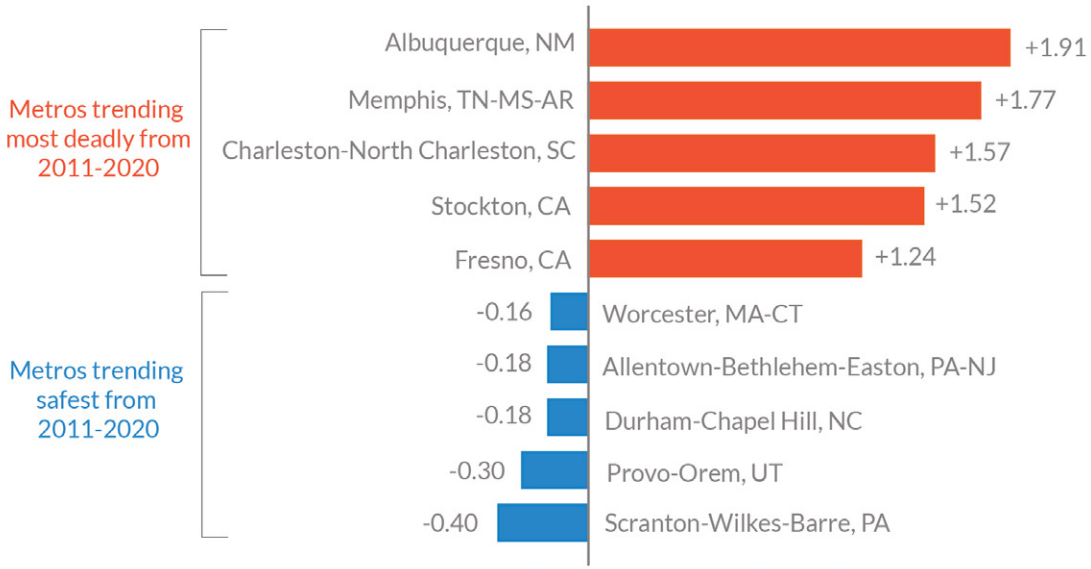
There are plenty of examples of successful safety improvements that have reduced fatalities on specific corridors within many of these largest 100 metro areas. **But these metro areas have built 70 years of dangerous roads to retrofit, and these improvements, while welcome and needed, are the exception 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)

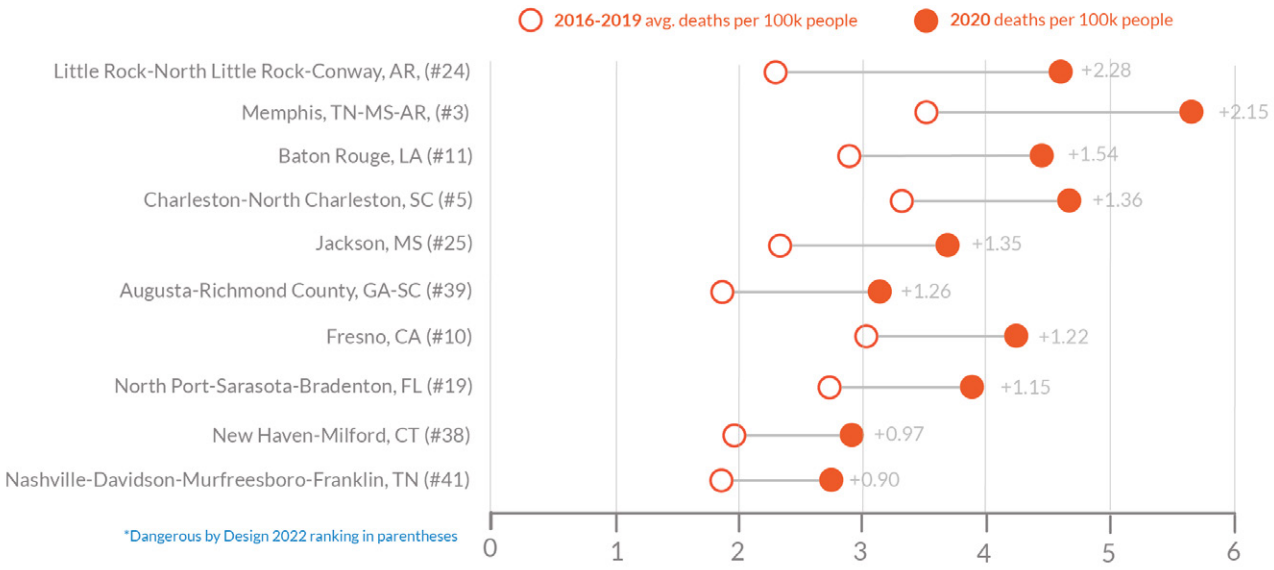
What happened during the pandemic in these metro areas?

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



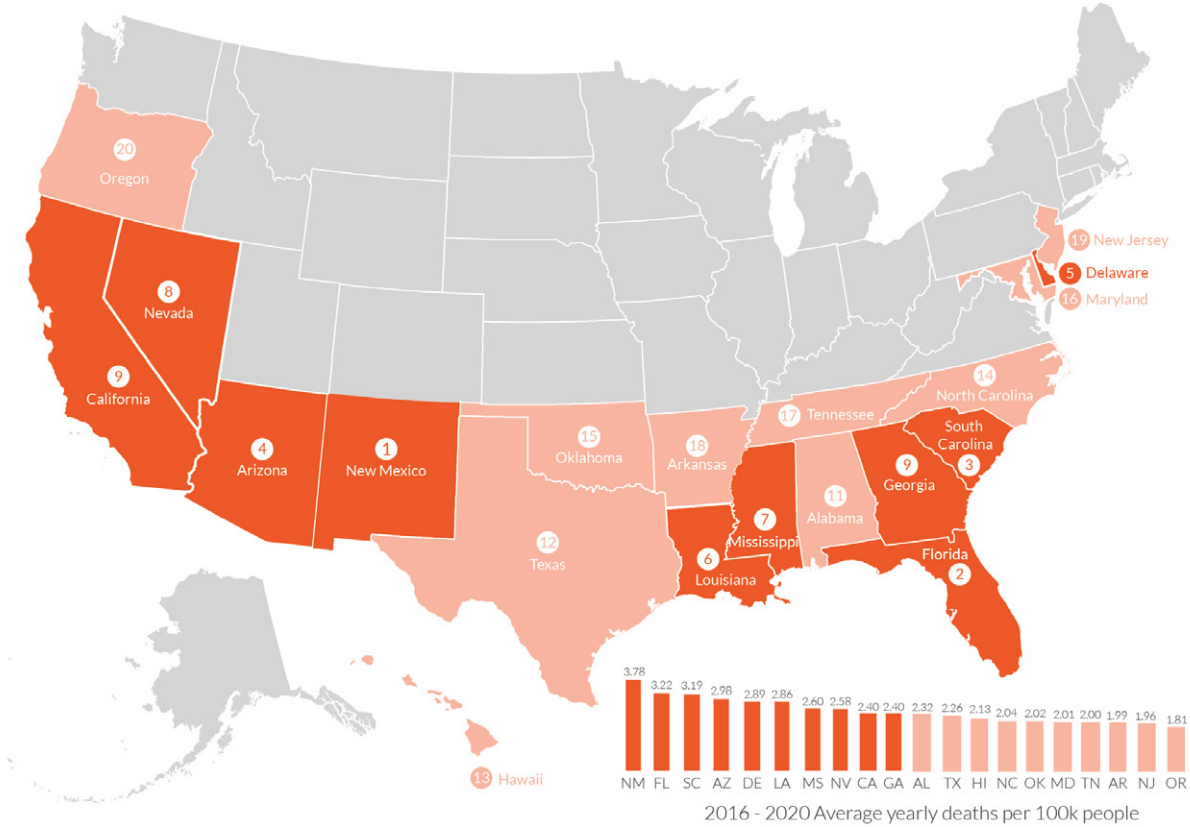
The top 20 most deadly states for pedestrians (2016-2020)

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.

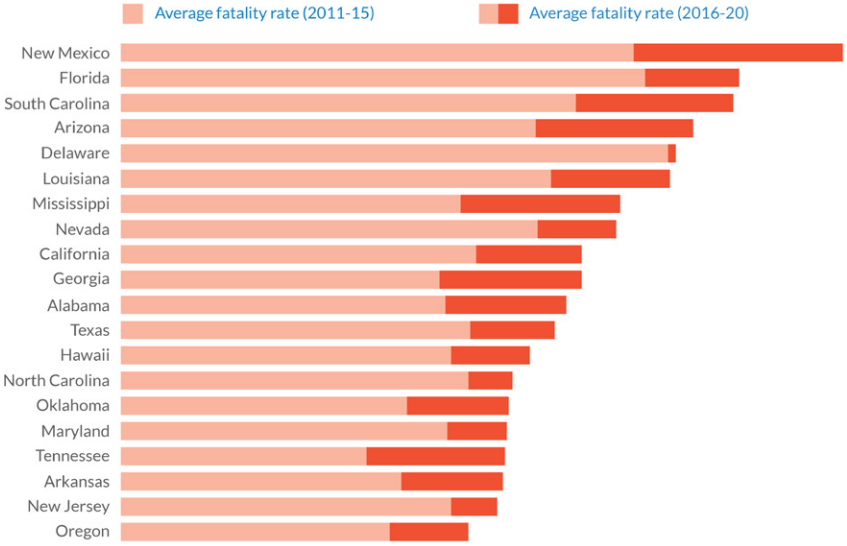
THE TOP 20

Most dangerous states for pedestrians (2016-2020)



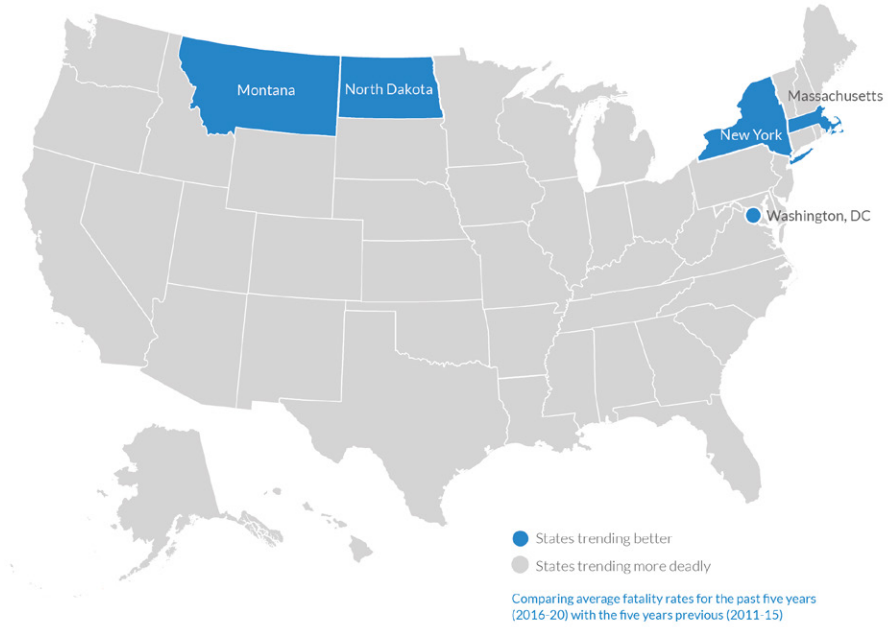
No states in the top 20 are improving

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

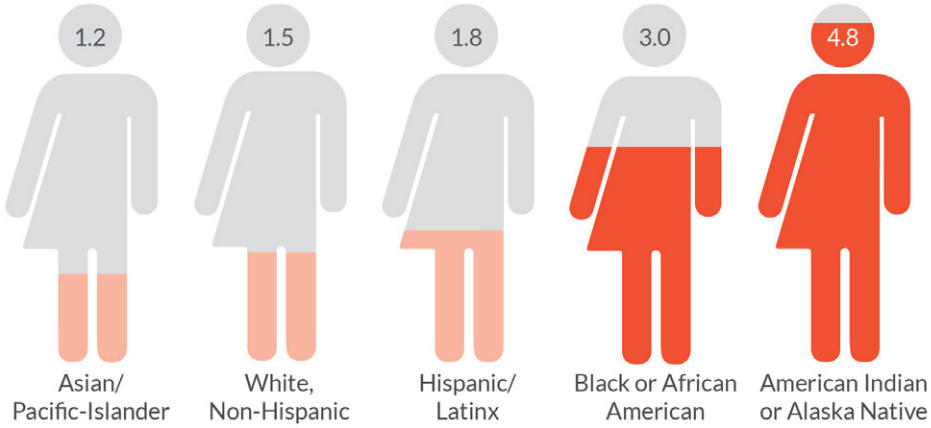


Photo by Forever Ready Productions

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]

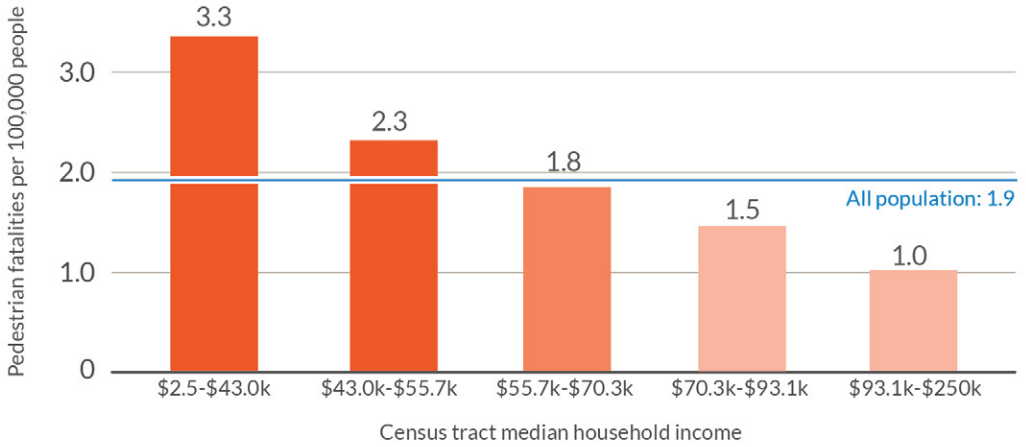


Photo by Forever Ready Productions

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

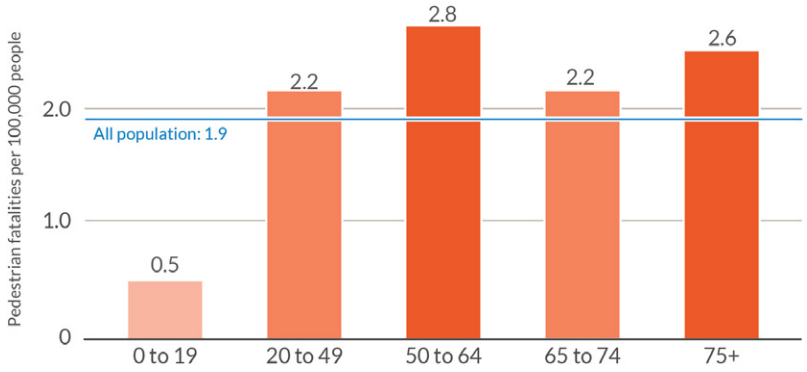
While the federal database of fatalities does not include the household income of people struck and killed while walking, we do know where individuals were walking at the time of death. And the data is clear: the lower the income of the census tract, the more likely a person is to be struck and killed 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

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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

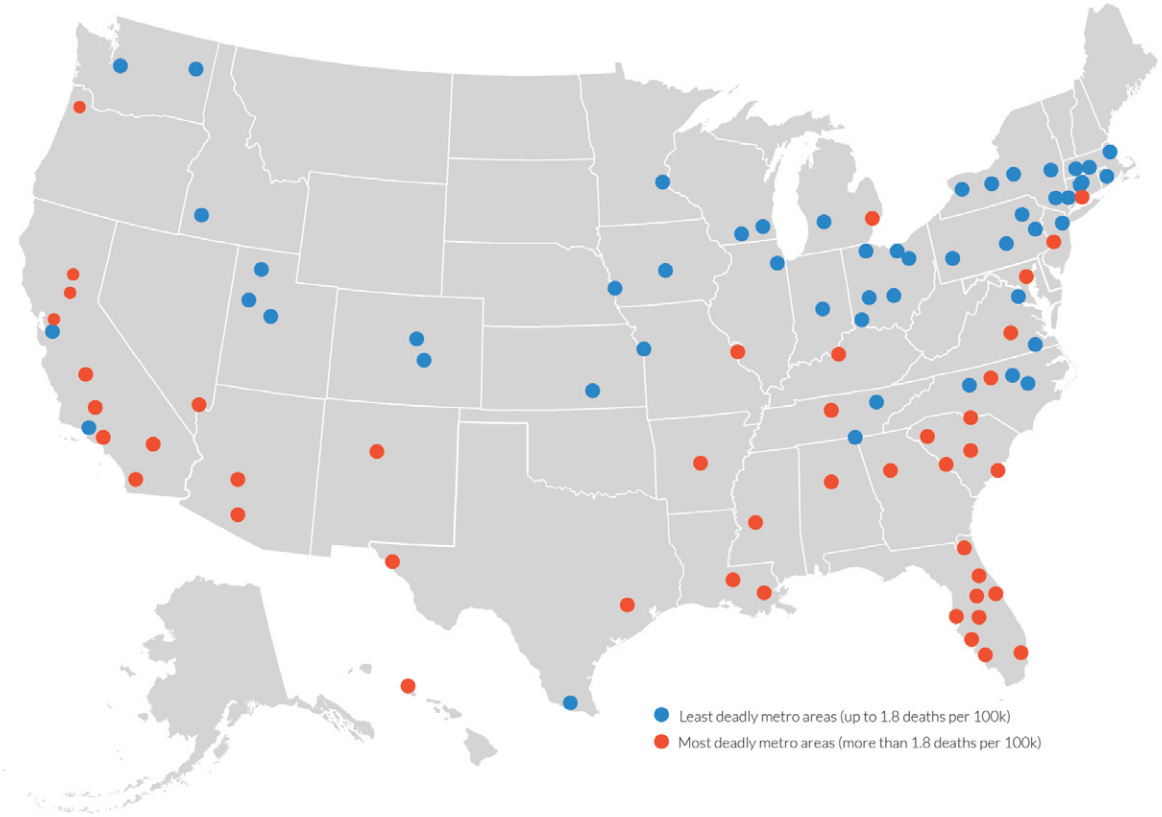
To get a better understanding of whether increases in walking during the pandemic led to increases in deaths, we divided the 100 largest metro areas into two groups, or clusters. One group consisted of more deadly cities (more than 1.8 deaths per 100k) and a second group consisted of less deadly cities (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.

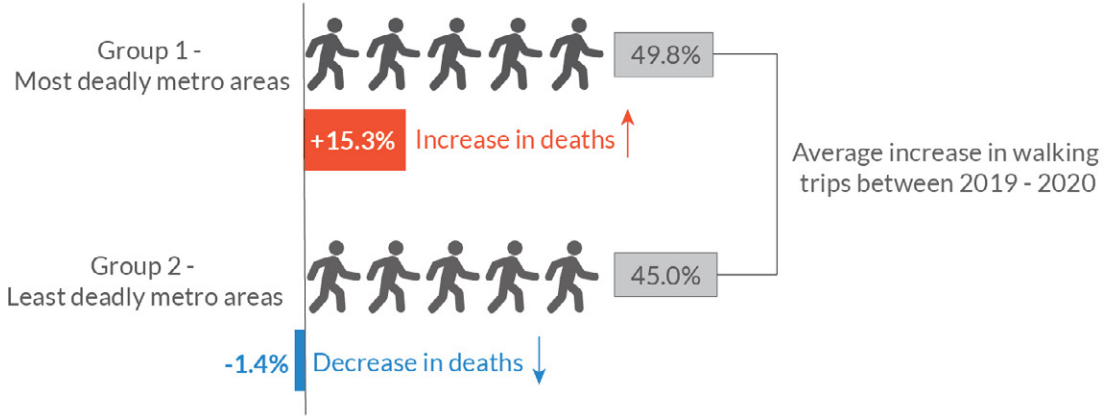
Did stark differences in the amount of walking contribute to the different death rates between these two groups of metro areas during the pandemic? For many cities, the answer seems to be no. The average changes in walking trip rates in each group of metro areas were relatively comparable, but the effect 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.





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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 21, 2024 - City Commission

Number: 11.A

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-87
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	253 Greenwood Ave, Lien for Partial Demolition		
Summary:	This is a request for authorization to place a lien in the anticipated amount of $8,928.50 against the property at 253 Greenwood Avenue, (Volusia Co Parcel ID# 4240-03-03-0090) for the costs associated with demolishing the remaining foundation, garage floor, debris, and match existing grade with fill. On June 26, 2023, the Special Magistrate for Ormond Beach entered an order upholding the Chief Building Official's determination that the structure at 253 Greenwood Ave was unsafe. A demolition permit was issued on July 25, 2023, to demolish the existing structure of 2,656 square feet. The building was demolished but the foundation, driveway and debris remain on-site. On January 26, 2024, the Special Magistrate for Ormond Beach provided an order that provided the property owner until March 1, 2024, to remove the concrete slab, driveway and construction debris on the property and follow with proper grading and seeding. The corrective action ordered by the Special Magistrate for Ormond Beach has not occurred, and this item seeks to perform the corrective actions and place a lien on the property to recover the costs incurred by the City. Pursuant to Section 8-4 of the Code Ordinances, the City Commission may approve a Resolution imposing a lien against any real property that is or was subject to a violation of the Unsafe Building Abatement regulations of the Code of Ordinances in the amount of costs incurred by the City in abating the violation. The Chief Building Official, City Engineer, and Fire Chief unanimously deemed the residential structure as unsafe per Code of Ordinances Section 8-4. Upon failure by all parties to respond to the Notice of Unsafe Structure, a contractor has been hired by City staff to perform the corrective demolition. The City has secured a price for the demolition in the amount of $8,900, but will		

	not record the lien until the demolition is complete. The recording cost for the lien when recorded is $28.50.
Financial Impact:	The anticipated total cost for the City will be $8,928.50 and is proposed to be funded from Fund 001 - General Fund. The purpose of imposing a lien through this Resolution is to seek to recover the expenses of the demolition.
Citizen Impact:	The unsafe structure has a negative impact on surrounding homes and the neighborhood. There is no citizen impact as a result of imposing this lien to recover the actual costs incurred by the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff requests **APPROVAL** to place a lien on the property located at 253 Greenwood Ave in the amount of $8,928.50 ($28.50 for recording costs and $8,900 for the demolition) for the partial demolition of the structure and improvements remaining on-site.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-87 Demo Lien for 253 Greenwood Avenue (P24-0072G) 2. 253 Greenwood Ave- Demolition - Exhibit A 3. Exhibit B Samsula Demolition proposal and work order 4. 253 Greenwood Ave- Exhibit C 5. 253 Greenwood Avenue, aerial 6. Order for 253 Greenwood Ave 23-00112419 Unsafe 7. 253 Greenwood Avenue, VCPA 8. 253 Greenwood Avenue, slab pictures
Approval:	Kelly McGuire, Finance Director 5/3/2024 Claire Whitley, Assistant City Manager 5/6/2024 Joyce Shanahan, City Manager 5/9/2024

RESOLUTION NO. 2024-87

A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES* AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 253 GREENWOOD AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4240-03-03-0090) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE*;* AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2010 the City Commission approved Ordinance 2010-37 (codified at Chapter 8, Article I, Section 8-4, City of Ormond Beach *Code of Ordinances*) concerning unsafe building abatement which ordinance allows the Building Official to take those actions and incur those costs necessary to terminate and/or abate an unsafe structure, including demolition, in the event the property owners fail to do so in a timely fashion after proper notice; and

WHEREAS, Ordinance 2010-37 further allows the Building Official to recommend to the City Commission that all such costs incurred be imposed as a lien against the subject real property; and

WHEREAS, pursuant to Chapter 8, Article I, Section 8-4, Robert Paulk, who is the owner of the property ("Property Owner") located at 253 Greenwood Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described as follows:

"*The Westerly 50 feet of Lots 6, 7 and 8, together with the Easterly 30 feet of the Southerly 150 feet of Lot 9, Block 3, ORMOND TERRACE ANNEX, according to the map or plat thereof as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida, EXCEPTING THEREFROM the Easterly 4 feet of the Westerly 50 feet of Lot 6 and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, Block 3, ORMOND TERRACE ANNEX, as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida. AND A 1/19th undivided interest in and to the Easterly 50 feet of Lots 18 and 19; the Southerly 50 feet of Lots 23, 24, 25, 26, 27 and 28: the Westerly 50 feet of Lots 4 and 5; the Northerly 50 feet of Lots 9, 10, 1 1 . 12, 13 and 14; the Westerly 4 feet of the Easterly 50 feet of Lot 17; the Northerly 26 feet of the Westerly 4 feet of the Easterly 50 feet of Lot 16; the Easterly 4 feet of the Westerly 50 feet of Lot 3; and the Southerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 2; and the Easterly 4 feet of the Westerly 50 feet of Lot 6, and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, all in Block 3, ORMOND TERRACE ANNEX as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida; TOGETHER with an easement of access for service and maintenance of the above area over and upon, and for installation, maintenance, reconstruction and repair of utilities under, the Easterly 15 feet of the Southerly 20 feet of the Northerly 150 feet of Lot 25, in said Block 3."* (Parcel ID #4240-03-03-0090) was properly noticed of the unsafe structure on the property and was given thirty (30) days to make repairs to make the structure safe or demolish; and

WHEREAS, on June 26, 2023, the Special Magistrate for the City of Ormond Beach entered an order upholding the City Building Official's determination that the structure at 253 Greenwood Avenue, Ormond Beach, was unsafe and required demolition. After entry of the order, the Property Owner demolished the vertical structure, but failed to demolish the concrete slab, driveway, and construction debris remaining on the property; and

WHEREAS, on January 24, 2024, the Special Magistrate for the City of Ormond Beach entered an additional order requiring the Property Owner to remove the concrete slab, driveway and construction debris on the property and follow with proper grading and seeding. The Special Magistrate further ordered that if the Property Owner failed to bring the property into compliance by March 1, 2024, the City would be authorized to enter onto the property on or after March 2, 2024, to bring the property into compliance with all costs thereof to be assessed against the Property Owner; and

WHEREAS, the Property Owner has failed to bring the property into compliance in accordance with the January 24, 2024, Special Magistrate Order, and

WHEREAS, pursuant to Section 8-4(8), Liens, the Building Official recommends to the City Commission that the remaining structure be demolished and that the costs incurred be imposed as a lien against the subject real property (Exhibit "A"). Attached hereto as Exhibit "B" and incorporated herein is the City's proposal from Samsula Demolition, and the purchase order indicating the City's anticipated costs of $8,900.00 for the demolition of the remaining structure.

Attached hereto as "Exhibit C" is the recording cost sheet indicating the City's anticipated recording costs in the amount of $28.50; 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 herein by reference.

SECTION TWO. The City Commission hereby approves this resolution to record a lien against the property located at 253 Greenwood Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described as follows: "*The Westerly 50 feet of Lots 6, 7 and 8, together with the Easterly 30 feet of the Southerly 150 feet of Lot 9, Block 3, ORMOND TERRACE ANNEX, according to the map or plat thereof as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida, EXCEPTING THEREFROM the Easterly 4 feet of the Westerly 50 feet of Lot 6 and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, Block 3, ORMOND TERRACE ANNEX, as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida. AND A 1/19th undivided interest in and to the Easterly 50 feet of Lots 18 and 19; the Southerly 50 feet of Lots 23, 24, 25, 26, 27 and 28: the Westerly 50 feet of Lots 4 and 5; the Northerly 50 feet of Lots 9, 10, 1 1 . 12, 13 and 14; the Westerly 4 feet of the Easterly 50 feet of Lot 17; the Northerly 26 feet of the Westerly 4 feet of the Easterly 50 feet of Lot 16; the Easterly 4 feet of the Westerly 50 feet of Lot 3; and the Southerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 2; and the Easterly 4 feet of the*

Westerly 50 feet of Lot 6, and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, all in Block 3, ORMOND TERRACE ANNEX as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida; TOGETHER with an easement of access for service and maintenance of the above area over and upon, and for installation, maintenance, reconstruction and repair of utilities under, the Easterly 15 feet of the Southerly 20 feet of the Northerly 150 feet of Lot 25, in said Block 3." (Parcel ID #4240-03-03-0090) in the anticipated amount of **EIGHT THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS AND 50/100 ($8,928.50).** Upon demolition of the property, the City Commission further authorizes the City Manager to execute the lien, attached hereto as Exhibit "A", and further authorizes the enforcement/collection on the lien by all means allowed by law, including foreclosure of the subject property. The final amount of the lien shall be the actual cost incurred by the City to demolish the unsafe structure, which shall be determined after the demolition is completed.

SECTION THREE. The City Commission further directs the Building Official to provide to the owner of the subject property a copy of this Resolution and the final lien amount after the demolition of the structure is completed, and allow said property owner fifteen (15) days from the date of receipt of the Resolution to pay the costs of the demolition. Upon the owners' failure to timely pay the costs outlined herein, the Building Official is hereby authorized to direct the City Clerk to record the executed Demolition Lien in the official records of Volusia County, Florida so that it shall thereafter constitute a lien against the subject property.

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

APPROVED AND AUTHENTICATED this 21st day of May, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar No. 881546
Post Office Box 277
173 South Beach Street
Ormond Beach, FL 32175-0277
386-676-3217
Location: 253 Greenwood Avenue, Ormond Beach, FL
Parcel ID No.: 4240-03-03-0090

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF 2 PAGES

DEMOLITION LIEN

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared **JOYCE SHANAHAN**, as City Manager, who being duly sworn, says that she is the agent of the Lienor herein, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose address is City Hall, 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, and that pursuant to Section 8-4, *Code of Ordinances*, the City of Ormond Beach has expended funds in the amount of _____ **($_____)** in costs, recording costs, and related expenses to secure and accomplish the demolition and removal of the structure located at the following described realty for which the City of Ormond Beach claims a lien thereto: *"The Westerly 50 feet of Lots 6, 7 and 8, together with the Easterly 30 feet of the Southerly 150 feet of Lot 9, Block 3, ORMOND TERRACE ANNEX, according to the map or plat thereof as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida, EXCEPTING THEREFROM the Easterly 4 feet of the Westerly 50 feet of Lot 6 and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, Block 3, ORMOND TERRACE ANNEX, as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida. AND A 1/19th undivided interest in and to the Easterly 50 feet of Lots 18 and 19; the Southerly 50 feet of Lots 23, 24, 25, 26, 27 and 28: the Westerly 50 feet of Lots 4 and 5; the Northerly 50 feet of Lots 9, 10, 1 1 . 12, 13 and 14; the Westerly 4 feet of the Easterly 50 feet of Lot 17; the Northerly 26 feet of the Westerly 4 feet of the Easterly 50 feet of Lot 16; the Easterly 4 feet of the Westerly 50 feet of Lot 3; and the Southerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 2; and the Easterly 4 feet of the Westerly 50 feet of Lot 6, and the Northerly 26 feet of the Easterly 4 feet of the Westerly 50 feet of Lot 7, all in Block 3, ORMOND TERRACE ANNEX as recorded in Plat Book 10, Page 137, Public Records of Volusia County, Florida; TOGETHER with an easement of access for service and maintenance of the above area over and upon, and for installation, maintenance, reconstruction and repair of utilities under, the Easterly 15 feet of the Southerly 20 feet of the Northerly 150 feet of Lot 25, in said Block 3."*

THIS LIEN shall be due and payable in full at the time of the sale for consideration of the aforedescribed real property.

THIS LIEN shall bear no interest and shall remain a lien, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

DATED this _____ day of _____, 2024.

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JOYCE SHANAHAN, City Manager
Agent for Lienor

Sworn to and subscribed before me
this _____ day of _____, 2024.

_____
Notary Public State of Florida at-large
Notary Seal

SAMSULA DEMOLITION
Phone: 386-423-6769
Cell: 386-314-2254
Fax: 386-423-1436
Email: mike.samsulademolition@yahoo.com
363 State Road 415
New Smyrna Beach FL, 32168

PROPOSAL CONTRACT AGREEMENT

To: City of Ormond Beach
Attn: Chris Walter
Date: 4/17/24

Phone: 386-676-3350
Email: chris.walter@ormondbeach.org

We hereby submit specifications and estimates to:
PROJECT: 253 Greenwood Ave. Ormond Beach, Fla.

DESCRIPTION OF WORK: Mobilization of Equipment, Supervision, Trucking of Debris to a Licensed Disposal Facility including Tipping Fees, Recycling of Concrete.

Demolition:

- **Remove Remaining Foundation/ Garage Floor and Debris.**
- **Imported Fill Dirt to Backfill Basement/ Crawl Space as Needed to Match Existing Grades, Graded In-Place.**
- **Demo Permit.**
- **Hydro-Seeding Areas Disturbed by Demolition.**

Total: $8,900.00

PRICE DOES NOT INCLUDE: bond, impact fees, erosion control, silt fencing, tree protection, turbidity barrier.

SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE. All material is guaranteed to be as specified. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) Days.

SAMSULA REPRESENTATIVE: _____

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE
UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized Samsula Demolition to do the work as specified. Payment will be made regardless of damage claim. If the Contract is canceled after it has been executed, by the customer. The customer shall pay a fee of $350.00 plus any costs incurred by Samsula Demolition. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.

CUSTOMER'S SIGNATURE: Chris Webb

DATE: 4/18/24

PROPOSAL GOOD FOR 30 DAYS

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

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

Purchase Order # 20240470

Delivery must be made within doors of specified destination.

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

VENDOR
SAMSULA WASTE INC
SAMSULA DEMOLITION
363 S STATE RD 415
NEW SMYRNA, FL 32168
Email: OFFICE@SAMSULADEMOLITION.COM
Fax: 386-423-1436

SHIP TO
Building Inspections
22 South Beach Street
City Hall Room 104
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-423-6769	386-423-1436	2400603	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/18/2024	2832			INSPECTIONS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Demolition of 253 Greenwood Avenue The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Demo of 253 Greenwood Avenue	1.0	EACH	$8,900.00	$8,900.00

VENDOR COPY

Total Ext. Price	$8,900.00
PO Total	**$8,900.00**

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.

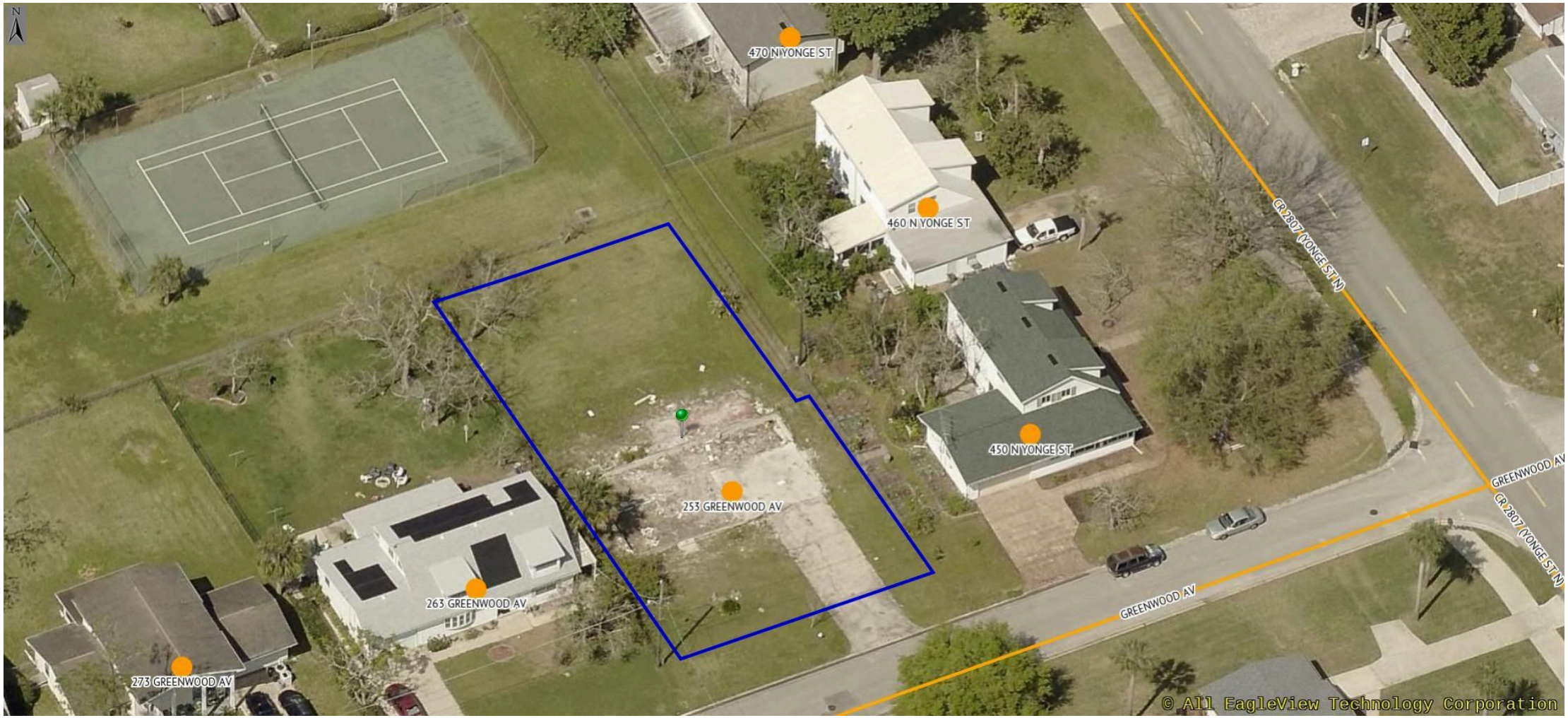
RECORDING FEES "EXHIBIT C"

Address: 253 Greenwood Avenue, Ormond Beach, FL 32174

	Number of Items	Rate		Costs
Recording Costs:				
Recording cost to lien	1	$10.00	First page	$10.00
	1	$8.50	per each additional page	$8.50
Recording cost to satisfy lien	1	$10.00	First page	$10.00
			Total Recording Costs	**$28.50**

Notes:

253 Greenwood Avenue



BEFORE THE SPECIAL MAGISTRATE
OF THE
CITY OF ORMOND BEACH, FLORIDA

CITY OF ORMOND BEACH, FLORIDA,

Petitioner,

vs.

ROBERT PAULK,

Respondent.
_____/

CASE NO.: 23-112419

LOCATION OF VIOLATION:
253 Greenwood Ave.
Ormond Beach, FL
("the Property")

PARCEL NO.: 4240-03-03-0090

FAILURE TO COMPLY WITH
UNSAFE STRUCTURE ORDER

This cause having come on to be heard before the Special Magistrate of the City of Ormond Beach, Florida, January 22, 2024, and upon the evidence and sworn testimony presented the Special Magistrate makes the following findings of fact and conclusions of law:

1. The Special Magistrate has jurisdiction of the parties and the subject matter of this cause.

2. On June 26, 2023, the Special Magistrate entered an order upholding the City Building Official's determination that the structure at 253 Greenwood Avenue,

Ormond Beach was unsafe and required demolition. After entry of the order, Respondent demolished the vertical structure however Respondent did not complete the demolition. The concrete slab, driveway, and much construction debris remain on the property. The grounds have not been properly graded or seeded. Due to the above, the property has been left in an unsightly and unsafe condition and a nuisance to the surrounding neighborhood.

3. Respondent did not appear at the hearing. The Ormond Beach Building Official appeared and testified at the hearing.

Thereupon, and in consideration thereof, it is

ORDERED AND ADJUDGED as follows:

A. RESPONDENT SHALL HAVE UNTIL MARCH 1, 2024 to remove the concrete slab, driveway and construction debris on the property and follow with proper grading and seeding. **IF RESPONDENT FAILS TO BRING THE PROPERTY INTO COMPLIANCE BY MARCH 1, 2024 THE CITY WILL BE AUTHORIZED TO ENTER ONTO THE PROPERTY ON OR AFTER MARCH 2, 2024 TO BRING THE PROPERTY INTO COMPLIANCE WITH ALL COSTS THEREOF TO BE ASSESSED AGAINST THE RESPONDENT. IN ADDITION, SHOULD THE CITY COMPLETE THE DEMOLITION, THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS ASSOCIATED WITH THE REMOVAL.**

B. It is the Respondent's responsibility to contact the City of Ormond Beach Neighborhood Improvement Division to schedule a re-inspection of the property to confirm compliance and the date thereof.

C. Failure to timely pay the fine and costs may result in a certified copy of this Order being recorded in the Public Records of Volusia County, Florida which if so recorded shall constitute a lien against the subject property and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the clerk of court.

ORDERED *nunc pro tunc* January 22, 2024.

DATED: 1/26/24 **BY:** H. Pope Hamrick

JUDGE POPE HAMRICK
CITY OF ORMOND BEACH
SPECIAL MAGISTRATE

Copies to:
Ann-Margret Emery, Deputy City Attorney
Chris Mason, Neighborhood Improvement Manager
Respondent

PURSUANT TO SECTION 2-266, CITY OF ORMOND BEACH CODE OF ORDINANCES, ANY APPEAL OF THE PRESENT ORDER MUST BE BY PETITION FOR WRIT OF CERTIORARI WHICH MUST BE FILED IN CIRCUIT COURT WITHIN 30 DAYS OF EXECUTION OF THIS ORDER

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3155131 **Parcel ID: 424003030090**
PAULK ROBERT **253 GREENWOOD AVE, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	3155131
Parcel ID:	424003030090
Township-Range-Section:	14 - 32 - 40
Subdivision-Block-Lot:	03 - 03 - 0090
Owner(s):	PAULK ROBERT - FS - Fee Simple - 100%
Mailing Address On File:	780 KENTUCKY ST BELLINGHAM WA 98225
Physical Address:	253 GREENWOOD AVE, ORMOND BEACH 32174
Property Use:	0000 - VACANT RES
Tax District:	201-ORMOND BEACH
2023 Final Millage Rate:	16.329
Neighborhood:	2658
Subdivision Name:	
Homestead Property:	No

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$52,000	$44,065	$0	$52,000	1.5000	$78.00
0012	DISCRETIONARY	$52,000	$44,065	$0	$52,000	0.7480	$38.90
0011	REQ LOCAL EFFORT	$52,000	$44,065	$0	$52,000	3.1610	$164.37
0050	GENERAL FUND	$52,000	$44,065	$7,935	$44,065	3.3958	$149.64
0053	LAW ENFORCEMENT FUND	$52,000	$44,065	$7,935	$44,065	1.4541	$64.07
0055	LIBRARY	$52,000	$44,065	$7,935	$44,065	0.4209	$18.55
0520	MOSQUITO CONTROL	$52,000	$44,065	$7,935	$44,065	0.1781	$7.85
0530	PONCE INLET PORT AUTHORITY	$52,000	$44,065	$7,935	$44,065	0.0692	$3.05
0058	VOLUSIA ECHO	$52,000	$44,065	$7,935	$44,065	0.2000	$8.81
0057	VOLUSIA FOREVER	$52,000	$44,065	$7,935	$44,065	0.2000	$8.81
0065	FLORIDA INLAND NAVIGATION DISTRICT	$52,000	$44,065	$7,935	$44,065	0.0288	$1.27
0100	HALIFAX HOSPITAL AUTHORITY	$52,000	$44,065	$7,935	$44,065	0.7878	$34.71
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$52,000	$44,065	$7,935	$44,065	0.1793	$7.90
0180	ORMOND BEACH	$52,000	$44,065	$7,935	$44,065	3.9260	$173.00
0182	ORMOND BEACH I&S 2003	$52,000	$44,065	$7,935	$44,065	0.0000	$0.00
0184	ORMOND BEACH I&S 2010	$52,000	$44,065	$7,935	$44,065	0.0800	$3.53
						16.3290	$762.46

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$762.46
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$762.46**
Estimated Tax Amount without SOH:	$849.11

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2023	$47,200	$266,238	$313,438	$271,686	$0	$271,686	$0
2022	$47,200	$226,607	$273,807	$246,987	$0	$246,987	$0
2021	$42,800	$181,734	$224,534	$224,534	$0	$224,534	$0
2020	$42,800	$161,515	$204,315	$204,315	$0	$204,315	$0
2019	$42,800	$152,502	$195,302	$195,302	$0	$195,302	$0
2018	$36,000	$142,470	$178,470	$178,470	$0	$178,470	$0
2017	$36,000	$135,675	$171,675	$171,675	$0	$171,675	$0
2016	$36,000	$117,758	$153,758	$153,758	$0	$153,758	$0
2015	$36,000	$102,858	$138,858	$114,086	$50,000	$64,086	$24,772

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				80	150	650	$52,000

Total Land Value: $52,000

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8365 / 1205	2023024282	02/03/2023	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	$100
7374 / 1095	2017054338	03/17/2017	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	$100
7275 / 1152	2016124916	07/01/2016	WD-WARRANTY DEED	UNQUALIFIED	Improved	$85,000
6154 / 2866	2007255536	11/09/2007	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	$100
2956 / 1599		03/15/1987	WD-WARRANTY DEED	UNQUALIFIED	Improved	$70,909
2800 / 1890		08/15/1985	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	$100
2040 / 0293		12/15/1978	WD-WARRANTY DEED	UNQUALIFIED	Improved	$55,000
1631 / 0089		08/15/1973	WD-WARRANTY DEED	UNQUALIFIED	Improved	$55,000

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3154711	359 WILMETTE CIR	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/25/2024	$400,000
3149777	136 KENILWORTH AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/21/2024	$205,000
3155246	280 WARWICK AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/07/2024	$465,000
3154258	535 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/12/2024	$382,000
3156781	591 ANDREWS ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/30/2024	$355,000
3154240	227 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/27/2023	$500,000
3150058	149 HERNANDEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/14/2023	$320,000
3153278	287 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/13/2023	$295,200
3153278	287 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/12/2023	$280,000
3154231	221 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/01/2023	$350,000
4849475	227 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	11/28/2023	$360,000
3151518	46 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/27/2023	$390,000
3149505	365 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/01/2023	$270,000
3155700	300 SANCHEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/31/2023	$460,000
3149891	279 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/28/2023	$300,000
3053281	94 HERNANDEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/22/2023	$300,000
3149424	376 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/12/2023	$428,000
3156749	599 ANDREWS ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/04/2023	$436,900
3155149	263 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/02/2023	$395,000
3151054	67 WILMETTE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/21/2023	$639,000
3154436	215 CUMBERLAND AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/06/2023	$355,000

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3152026	20 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/13/2023	$495,000
3148843	156 CUMBERLAND AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	05/09/2023	$323,000
3154983	285 MELROSE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	05/03/2023	$330,000
3151895	85 WARWICK AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	04/10/2023	$409,000
3155882	345 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/22/2023	$460,000
3155041	292 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/22/2023	$391,000
3149424	376 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/27/2023	$240,000
3149327	417 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/18/2023	$300,000
3152239	25 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/27/2022	$350,000
3053257	72 HERNANDEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	11/30/2022	$379,900
3149891	279 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	11/22/2022	$203,000
3148657	611 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/24/2022	$280,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

E 30 FT OF S 150 FT OF LOT 9 & W 50 FT OF LOTS 6 7 & 8 EXC E 4 FT OF W 50 FT OF LOT 6 & EXC E 4 FT OF W 50 FT OF N 26 FT LOT 7 BLK 3 ORMOND TERR ANNEX MB 10 PG 137 AKA LOT 5 CHANTICLEER UNREC PLAT 236 PER OR 2956 PG 1599 PER OR 6154 PG 2866 PER OR 7275 PG 1152 PER OR 7374 PG 1095 PER OR 8365 PG 1205

AltKey: 3155131 **Parcel ID: 424003030090**

PAULK ROBERT **253 GREENWOOD AVE, ORMOND BEACH, FL**

Permit List

Permit Date	Permit #	Description	Contractor	Amount
07/15/2023	23-4229	DEMOLITIONDEMO WOOD CONSTRUCTION	SUNSTATE METAL BUILD	$8,500





