



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
August 6, 2024
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

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

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - July 23, 2024

6. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-117:** A RESOLUTION ACCEPTING A BID FROM HINTERLAND GROUP, INC. FOR CONSTRUCTION SERVICES REGARDING THE 2024 STORM PIPE LINING PROJECT, UNDER BID NO. 2024-27; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-118:** A RESOLUTION ACCEPTING A

PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES TO REPLACE FIVE DOORS AT THE POLICE DEPARTMENT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2024-120:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY ADAM STANKIEWICZ; 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

- D. **RESOLUTION NO. 2024-121:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A GLOBAL SETTLEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF ORMOND BEACH, FLAGLER COUNTY, AND U.S. CAPITAL ALLIANCE, LLC, RESOLVING DISPUTED ISSUES REGARDING THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT; APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND FLAGLER COUNTY; ACCEPTING THE FORM OF A WARRANTY DEED FROM U.S. CAPITAL ALLIANCE, LLC, FOR THE CONVEYANCE OF CONSERVATION LANDS; AUTHORIZING THE EXECUTION OF ANY AND ALL INSTRUMENTS AND DOCUMENTS THAT ARE NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **Intent to Bid - 2024 A1A Utility Relocation**

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

Disposition: Approve as recommended in the City Manager staff report dated August 6, 2024.

7. PUBLIC HEARINGS

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

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

- B. **ORDINANCE NO. 2024-16:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE NAME OF THE HISTORIC LANDMARK AT 38 EAST GRANADA BOULEVARD FROM THE "MACDONALD HOUSE" TO THE "STOUT-MACDONALD HOUSE" ON THE HISTORIC LANDMARKS LIST; 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. 2024-17:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL, PHASE 2" SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2024-18:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL, PHASE 6" SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2024-19:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "TIDES EDGE AT ORMOND BEACH" 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

- F. **ORDINANCE NO. 2024-20:** 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. **(SECOND READING)**

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

- G. **ORDINANCE NO. 2024-22:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY ADDING THE PROPERTY AT 78 EAST GRANADA BOULEVARD, THE GARDENS AT THE ORMOND MEMORIAL ART MUSEUM, TO THE HISTORIC LANDMARKS LIST; 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

- H. **ORDINANCE NO. 2024-23:** AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING WEST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS WEST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2024-21:** AN ORDINANCE AMENDING SECTION 3.3-24, TIE-DOWN FEES, OF ARTICLE III, AIRCRAFT GROUND OPERATIONS, OF CHAPTER 3.3, AIRCRAFT AND AIRPORT, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

9. RESOLUTIONS

- A. **RESOLUTION NO. 2024-119:** A RESOLUTION RECOMMENDING DENIAL OF THE REMOVAL OF AN HISTORIC TREE LOCATED AT 1510 NORTH U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

July 23, 2024	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF FISCAL YEAR 2024-2025 TENTATIVE MILLAGE RATE**
 - A. RESOLUTION NO. 2024-97:** A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2024-2025 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - June 4, 2024
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. RESOLUTION NO. 2024-98:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LUMP SUM RELOCATION AGREEMENT BETWEEN THE CITY AND FP&L REGARDING THE UNDERGROUNDING OF UTILITIES AT THE INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. RESOLUTION NO. 2024-99:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT FOR CUSTOM WORK AND ESTIMATE OF ACTUAL COST GOVERNMENT AGREEMENT BETWEEN THE CITY AND AT&T REGARDING THE UNDERGROUNDING OF UTILITIES AT THE INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8B)**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
- 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. 2024-98:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LUMP SUM RELOCATION AGREEMENT BETWEEN THE CITY AND FP&L REGARDING THE UNDERGROUNDING OF UTILITIES AT THE INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2024-99:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LETTER OF AGREEMENT FOR CUSTOM WORK AND ESTIMATE OF ACTUAL COST GOVERNMENT AGREEMENT BETWEEN THE CITY AND AT&T REGARDING THE UNDERGROUNDING OF UTILITIES AT THE INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2024-100:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION IN SUPPORT OF PLANNING AND FUNDING OF VOLUSIA COUNTY TRANSPORTATION SYSTEM PROJECTS; AUTHORIZING THE EXPENDITURE OF FUNDING AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2024-101:** A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT RENEWAL FOR THE CITY'S WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2024-102:** A RESOLUTION ACCEPTING A PROPOSAL FROM JD WEBER TO PROVIDE CONSTRUCTION SERVICES REGARDING THE GRANADA PLAZA WATER MAIN UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2024-103:** A RESOLUTION ACCEPTING A PROPOSAL FROM CEC CONTROLS COMPANY, INC. TO FURNISH AND INSTALL TWO SCADA ANTENNAS AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2024-104:** A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA ITB NO. 24-B-61LS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2024-105:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FOR REPAIR SERVICES FROM LATOUR ENTERPRISES, LLC D/B/A ECONOMY ELECTRIC TO REPAIR THE WIRING TO THE DECORATIVE STREET LIGHTS ALONG GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2024-106:** A RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF VOLUSIA COUNTY AND THE CITY OF ORMOND BEACH FOR THE JOINT FUNDING OF A SCHOOL RESOURCE OFFICER POSITION AT THE ORMOND BEACH MIDDLE SCHOOL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **RESOLUTION NO. 2024-107:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR MOLD REMEDIATION SERVICES AT THE POLICE DEPARTMENT FROM PAUL DAVIS RESTORATION, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- K. **RESOLUTION NO. 2024-108:** A RESOLUTION AUTHORIZING THE EXECUTION OF A ROCKET KART LOAN AGREEMENT BETWEEN THE CITY AND WILLIAM H. JONES, JR. REGARDING THE TURBONIQUE ROCKET KART; AND SETTING FORTH AN EFFECTIVE DATE.

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

- L. **RESOLUTION NO. 2024-109:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF TOMMY BOZEMAN; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- M. **RESOLUTION NO. 2024-110:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SUBDIVISION PARTICIPATION AND RELEASE FORM, INCLUDING ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO, IN ANTICIPATION OF A POTENTIAL SETTLEMENT WITH KROGER IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; A AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ann-Margret Emery, Deputy City Attorney,
(386) 676-3217

- N. **RESOLUTION NO. 2024-111:** A RESOLUTION ADOPTING PROCEDURAL GUIDELINES FOR CONDUCTING SPECIAL MAGISTRATE PROCEEDINGS PURSUANT TO CHAPTER 70.51, FLORIDA STATUTES, UNDER THE FLORIDA LAND USE AND

ENVIRONMENTAL DISPUTE RESOLUTION ACT, AND ESTABLISHING AN EFFECTIVE DATE.

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

- O. **RESOLUTION NO. 2024-116:** A RESOLUTION AUTHORIZING THE EXECUTION OF A SPECIAL MAGISTRATE AGREEMENT BETWEEN THE CITY OF ORMOND BEACH, TRIUMPH OAKS OF ORMOND BEACH 1, LLC, AND DARREN ELKIND, ESQUIRE, OF PAUL, ELKIND, BRANZ & PAUL, LLP; AND SETTING FORTH AN EFFECTIVE DATE.

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

- P. **Federal Fiscal Year 2023 Edward Byrne Memorial JAG County-wide Funding Distribution**

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

Disposition: Approve as recommended in the City Manager staff report dated July 23, 2024.

- Q. **RFP - Electrical Components & Service Provider**

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

Disposition: Approve as recommended in the City Manager staff report dated July 23, 2024.

- R. **Intent to Bid - Lime Sludge Hauling & Disposal Services**

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

Disposition: Approve as recommended in the City Manager staff report dated July 23, 2024.

- S. **Intent to Bid - SR40/Airport Road Water Main & Force Main Loop**

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

Disposition: Approve as recommended in the City Manager staff report dated July 23, 2024.

- T. **City Manager's Monthly Report, July 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated July 23, 2024.

9. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 2024-11:** AN ORDINANCE AMENDING SECTION 2-262, SCHEDULE OF CIVIL FINES, OF DIVISION 3, CLASSIFICATION OF VIOLATIONS AND FINES, OF ARTICLE VII, CODE ENFORCEMENT, OF CHAPTER 2, ADMINISTRATION; SECTION 8-3, LOCAL AMENDMENTS TO BUILDING CODE, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; AND SECTION 8-4.1, RESERVED, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO IMPLEMENT THE STATE MANDATED MILESTONE INSPECTIONS, REPORTS, AND REPAIRS WITHIN SECTION 553.899 OF THE FLORIDA STATUTES FOR CONDOMINIUM OR COOPERATIVE ASSOCIATION BUILDINGS THREE STORIES OR HIGHER; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2024-12:** AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2024-13:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1281 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4206-00-00-0030; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2024-14:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY BEING LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PARCEL NUMBER 4242-20-32-0100; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 2 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2024-16:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE NAME OF THE HISTORIC LANDMARK AT 38 EAST GRANADA BOULEVARD FROM THE "MACDONALD HOUSE" TO THE "STOUT-MACDONALD HOUSE" ON THE HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **ORDINANCE NO. 2024-17:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL, PHASE 2" SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **ORDINANCE NO. 2024-18:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL, PHASE 6” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **ORDINANCE NO. 2024-19:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “TIDES EDGE AT ORMOND BEACH” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **ORDINANCE NO. 2024-20:** 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

- J. **RESOLUTION NO. 2024-112:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, PROVIDING CONSENT TO ORMOND BEACH ARTS DISTRICT, INC., FOR THE PUBLIC DISPLAY OF SEWARD JOHNSON SCULPTURES WITHIN THE DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2024-21:** AN ORDINANCE AMENDING SECTION 3.3-24, TIE-DOWN FEES, OF ARTICLE III, AIRCRAFT GROUND OPERATIONS, OF CHAPTER 3.3, AIRCRAFT AND AIRPORT, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2024-15:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS’ PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-77, PRE-RETIREMENT DEATH; AMENDING SECTION 16-80, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL

ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

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

12. RESOLUTIONS

- A. **RESOLUTION NO. 2024-113:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE BROWNFIELD ADVISORY 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. 2024-114:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2024-115:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

13. STAFF ACTION ITEMS

- A. Florida League of Cities Voting Delegate

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

14. REPORTS, SUGGESTIONS, REQUESTS

15. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Reverend Willie Branch provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Adoption of Fiscal Year 2024-2025 Tentative Millage Rate

Item #4A – Fiscal Year 2024-2025 Tentative Millage Rate

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-97

A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2024-2025 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated the tentative millage rate for the City of Ormond Beach necessary to fund the Fiscal Year 2024-2025 budget was 4.0960 mills. He noted the rate was 12.82% above the rolled back rate of 3.6305 mills. He stated the tentative debt service millage rate was 0.065 for the 2010 General Obligation Bond Sinking Fund. He noted it was a public hearing and asked if there were any members of the public who

wished to speak or ask questions prior to adoption of the tentative millage rate. He stated there were no persons registered to speak on the item.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve the tentative operating millage rate of 4.0960 mills for Resolution No. 2024-97.

Mayor Partington stated the tentative millage rate for the City of Ormond Beach necessary to fund the Fiscal Year 2024-2025 budget was 4.0960 mills, noting the rate was 12.82% above the rolled back rate of 3.6305 mills, and the tentative debt service millage rate was 0.065 for the 2010 General Obligation Bond Sinking Fund.

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

Mayor Partington stated the tentative operating millage rate was set at 4.0960 mills, which was 12.82% above the rolled back millage rate of 3.6305 mills. He thanked city staff, City Commissioners, and the Budget Advisory Board for all their hard work on the budget.

Ms. Joyce Shanahan, City Manager, thanked Finance Director Kelly McGuire and Assistant Finance Director Chris Byle for their work.

Item #5 – Audience Remarks

Ms. Nancy Epps and Ronee David, 149 Deer Lake Circle, representatives of the Conklin Davis Center, presented a PowerPoint regarding the Center and reviewed the assistance and programs offered.

Mr. Becky Parker, 211 John Anderson Drive, President of Ormond Beach MainStreet, recognized the departure of Assistant City Manager Claire Whitley and expressed support of the new Assistant City Manager Shawn Finley. She discussed Ormond Beach MainStreet’s upcoming events and events attended, as well as awards won by their volunteers and local business owners.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the June 4, 2024, meeting had been sent to the Commission for review and posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the June 4, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

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

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:15 p.m.

Item #7A – Downtown E Granada Utilities Undergrounding - Agreement with FP&L

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2024-98
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE
COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND
BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LUMP SUM
RELOCATION AGREEMENT BETWEEN THE CITY AND FP&L
REGARDING THE UNDERGROUNDING OF UTILITIES AT THE

INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.;
AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN
EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Briley expressed support of the item.

Commissioner Briley moved, seconded by Commissioner Persis, for recommendation of Resolution No. 2024-98, as read by title only.

The motion passed by voice vote.

Item #7B – Downtown E Granada Utilities Undergrounding - AT&T Letter of Agreement

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2024-99

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE
COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND
BEACH, FLORIDA AUTHORIZING THE EXECUTION OF A LETTER OF
AGREEMENT FOR CUSTOM WORK AND ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT BETWEEN THE CITY AND AT&T
REGARDING THE UNDERGROUNDING OF UTILITIES AT THE
INTERSECTION OF N. HALIFAX AND E. GRANADA BLVD.;
AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN
EFFECTIVE DATE. **(SEE ITEM 8B)**

Commissioner Persis moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2024-99, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:17 p.m.

Item #8 – Consent Agenda

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

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

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

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Milestone Inspection Implementation, Code of Ordinances Amendments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-11

AN ORDINANCE AMENDING SECTION 2-262, SCHEDULE OF CIVIL
FINES, OF DIVISION 3, CLASSIFICATION OF VIOLATIONS AND FINES,
OF ARTICLE VII, CODE ENFORCEMENT, OF CHAPTER 2,
ADMINISTRATION; SECTION 8-3, LOCAL AMENDMENTS TO BUILDING
CODE, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND
CONSTRUCTION REGULATIONS; AND SECTION 8-4.1, RESERVED, OF
ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND
CONSTRUCTION REGULATIONS, OF THE CODE OF ORDINANCES OF
THE CITY OF ORMOND BEACH, TO IMPLEMENT THE STATE
MANDATED MILESTONE INSPECTIONS, REPORTS, AND REPAIRS

WITHIN SECTION 553.899 OF THE FLORIDA STATUTES FOR CONDOMINIUM OR COOPERATIVE ASSOCIATION BUILDINGS THREE STORIES OR HIGHER; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Briley clarified the item was to comply with state law; whereby, Mr. Randy Hayes, City Attorney, confirmed that was correct. Commissioner Briley expressed concerns with the deadlines given by the state.

Commissioner Persis moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-11, on second reading, as read by title only.

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

Item #9B – Comprehensive Plan Amendments, Capital Improvement Schedules

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-12
AN ORDINANCE ADOPTING CERTAIN UPDATED SCHEDULES TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN; PROVIDING WHEN SUCH UPDATES SHALL TAKE EFFECT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2024-12, on second reading, as read by title only.

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

Item #9C – 1281 North U.S. Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-13
AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1281 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4206-00-00-0030; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Persis moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-13, on second reading, as read by title only.

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

Item #9D – 651 South Ridgewood Avenue, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-14
AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY BEING LOCATED AT 651 SOUTH RIDGEWOOD AVENUE, VOLUSIA COUNTY PARCEL NUMBER 4242-20-32-0100; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 2 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-14, on second reading, as read by title only.

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

Item #9E – LDC Amendment, Local Landmark List, Stout-MacDonald House Name Change

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-16
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE NAME OF THE HISTORIC LANDMARK AT 38 EAST GRANADA BOULEVARD FROM THE “MACDONALD HOUSE” TO THE “STOUT-MACDONALD HOUSE” ON THE HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-16, on first reading, as read by title only.

Mayor Partington noted the item came with a unanimous vote from the Historic Landmark Preservation Board.

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

Item #9F – Archer’s Mill, Phase 2, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-17
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL, PHASE 2” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-17, on first reading, as read by title only.

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

Item #9G – Archer's Mill, Phase 6, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-18
 AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL, PHASE 6” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-18, 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 #9H – Tides Edge at Ormond Beach Subdivision, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-19
 AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “TIDES EDGE AT ORMOND BEACH” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was approving a final plat for the Tides Edge subdivision. He noted there were surrounding residents concerned with flooding, and stated there were several discussions regarding the issues. He explained the proposed solution was for gutters to be installed on Lots 11, 7, and 4 during home construction. He indicated staff and the Planning Board were recommending approval and the developer was willing to construct the gutters.

Mayor Partington inquired if the language about the gutters was in the Ordinance; whereby, Mr. Spraker noted it would need to be an amendment.

Commissioner Tolland clarified the gutters would be on the structures; whereby, Mr. Spraker confirmed that was correct for the structures on Lots 11, 7, and 4. She inquired if any further drainage improvements were needed; whereby, Mr. Spraker stated the addition of the gutter was more than the city required for stormwater management.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-19, as amended to require gutters on lots 11, 7, and 4 on first reading, as read by title only.

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

Mayor Partington asked the City Clerk to call the vote to approve underlying Ordinance No. 2024-19 as amended, on first reading, as read by title only.

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

Carried.

Mayor Partington

Yes

Item #9I – Woodsprings Suites, Comprehensive Plan Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-20
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.

Commissioner Persis moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-20, on first reading, as read by title only.

Call Vote:

Commissioner Sargent

Yes

Commissioner Persis

Yes

Commissioner Briley

Yes

Commissioner Tolland

Yes

Carried.

Mayor Partington

Yes

Item #9J – Public Art, Seward Johnson Sculpture Tour

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-112
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, PROVIDING CONSENT TO ORMOND BEACH ARTS DISTRICT, INC., FOR THE PUBLIC DISPLAY OF SEWARD JOHNSON SCULPTURES WITHIN THE DOWNTOWN OVERLAY DISTRICT; PROVIDING FOR CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Julia Truilo, 1900 North Atlantic Avenue, Ormond Beach Arts District Board of Directors President, thanked the Commission for their support on the item and discussed the funding for the project.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-20, as read by title only.

Commissioner Persis and Commissioner Tolland thanked Ms. Truilo and the Ormond Beach Arts District Board for their work on the item and expressed support.

Call Vote:

Commissioner Persis

Yes

Commissioner Briley

Yes

Commissioner Tolland

Yes

Commissioner Sargent

Yes

Carried.

Mayor Partington

Yes

Mayor Partington closed the Public Hearings.

Item #10 – First Reading of Ordinances

Item #10A – Airport Fees Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-21
AN ORDINANCE AMENDING SECTION 3.3-24, TIE-DOWN FEES, OF ARTICLE III, AIRCRAFT GROUND OPERATIONS, OF CHAPTER 3.3, AIRCRAFT AND AIRPORT, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA; REPEALING ALL INCONSISTENT

ORDINANCES OR PARTS THEREOF; PROVIDING SEVERABILITY; AND
SETTING FORTH AN EFFECTIVE DATE.

Ms. Shanahan explained the item was the first step in the process to implement fees from flights at the airport, noting the discussion from the May 14, 2024, City Commission workshop.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2024-21, on first reading, as read by title only.

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

Item #11 – Second Reading of Ordinances

Item #11A – Police Pension Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-15
AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-77, PRE-RETIREMENT DEATH; AMENDING SECTION 16-80, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 16-86, MINIMUM DISTRIBUTION OF BENEFITS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley, Commissioner Sargent, Commissioner Persis, and Commissioner Tolland expressed support of the item.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2024-15, on second reading, as read by title only.

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

Item #12 – Resolutions

Item #12A – Brownfield Advisory Board Appointment

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-113
A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent nominated April Cole to serve on the Brownfield Advisory Board; whereby, Commissioner Tolland and Commissioner Persis supported the nomination.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-113, appointing April Cole, as read by title only.

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

Carried.

Mayor Partington

Yes

Item #12B – Leisure Services Advisory Board Appointment

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-114
A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-114, appointing Lindsey Pate, as read by title only.

Call Vote:

Commissioner Persis

Commissioner Briley

Commissioner Tolland

Commissioner Sargent

Yes

Yes

Yes

Yes

Carried.

Mayor Partington

Yes

Item #12C – Volusia Growth Management Commission Appointment

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-115
A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-115, appointing Bill Navarra, as read by title only.

Call Vote:

Commissioner Briley

Commissioner Tolland

Commissioner Sargent

Commissioner Persis

Yes

Yes

Yes

Yes

Carried.

Mayor Partington

Yes

Item #13 – Staff Action Items

Item #13A – Florida League of Cities Voting Delegate

Mayor Partington noted Commissioner Persis served during the prior year; whereby, Commissioner Persis stated she would be happy to serve again.

Commissioner Tolland nominated Commissioner Sargent; whereby, Commissioner Persis expressed support of the nomination.

Commissioner Tolland moved, seconded by Commissioner Persis, designating Commissioner Sargent as the Florida League of Cities voting delegate.

Call Vote:

Commissioner Tolland

Commissioner Sargent

Commissioner Persis

Commissioner Briley

Yes

Yes

Yes

Yes

Carried.

Mayor Partington

Yes

Item #14 – Reports, Suggestions, Requests

Events, Updates, and Congratulations

Ms. Shanahan discussed upcoming workshops, events, and city programs and provided updates on city projects. She introduced Mr. Finley as the new Assistant City Manager. She noted there were sand piles in place for a self-service sand bag fill up in preparation of the hurricane season.

Mr. Hayes stated there would be an item on the August 6, 2024, agenda regarding the resolution of the Flagler County and Hunter's Ridge dispute.

Commissioner Sargent stated there was misinformation being spread on social media regarding the tennis courts at The Casements and explained the tennis courts were there to stay.

Commissioner Persis and Commissioner Briley congratulated Mr. Finley on his new position.

Commissioner Persis and Commissioner Briley thanked Ms. McGuire and Mr. Byle for their work on the budget.

Commissioner Persis discussed the events she recently attended.

Commissioner Briley discussed the Conklin Davis Center presentation, events he attended, and upcoming events; whereby, Commissioner Tolland requested a report from the Mayors Mental Health conference being hosted by Daytona Beach Shores.

Commissioner Tolland reviewed upcoming events, events she attended and expressed support of Ormond Beach MainStreet, Item 9J, and all those involved in the budget process.

Mayor Partington expressed support of Ormond Beach MainStreet and Ms. Truilo.

Rockefeller Drive

Commissioner Sargent explained he received several complaints regarding the new flashing light on Rockefeller Drive; whereby, Mr. Finley explained the signage and noted the city would work on educating the public.

Commissioner Tolland stated Florida Department of Transportation was who installed the flashing signage and stated there was a learning curve as it was a new sign and becoming a new standard. She requested Public Information Officer Jenn Elston assist with the public's education of the signage.

Election

Commissioner Sargent, Commissioner Briley, and Commissioner Tolland congratulated each other on their election and thanked the residents for their continued support.

Commissioner Sargent encouraged all candidates to stay focused and maintain a positive message.

Mayor Partington congratulated all those elected without opposition, noting the support of the residents.

First Responders

Commissioner Persis thanked the Fire Department for their quick reaction to an incident that recently happened and expressed support of all first responders.

Commissioner Tolland expressed support of first responders, discussed a recent incident and thanked the members of the Fire Department who responded.

Condolences

Commissioner Tolland offered condolences to Mr. Fred Heyne for the loss of his wife.

Mayor Partington offered condolences to Dr. Tom Cartledge for the loss of his wife, Mr. Heyne for his loss, and to the family of Mr. Gary Connors.

Item #15 – Adjournment

The meeting was adjourned at 8:01 p.m.

APPROVED: August 6, 2024

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 6.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-117
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - 2024 Storm Pipe Lining		
Summary:	The project includes the rehabilitation of approximately 5,110 linear feet of storm drain pipe of various sizes, and 930 linear feet of sanitary sewer pipe of various sizes. Staff prepared the bidding documents and specifications for the proposed work. Location maps of the proposed work are attached. On June 11, 2024, bids for this project were opened, and 9 bids were received. Bids ranged from \$1,099,250 to \$575,150. The low bidder, Hinterland Group, Inc, of Riviera Beach, FL were selected based on their total base bid of \$575,150. Hinterland Group, Inc, has successfully performed work for the City in the past; staff recommends their selection for this project.		
Financial Impact:	There are sufficient funds in the 107-Stormwater Fund to fund this project in the amount of \$575,150.		
Citizen Impact:	This project provides critical maintenance to existing infrastructure, protecting the public and ensuring proper functioning of the City's stormwater conveyance systems. The construction activities associated are low impact and involve mainly pipe cleaning and a lining truck and crew, which is typically staged around an upstream and downstream manhole in the street in order to access the pipe being rehabilitated. Minor traffic delays are expected as the lining process can take several hours; on occasion it may be necessary to continue the process through the evening to not interrupt the curing process. The end result is an improved drainage pipe that allows for better flow of stormwater through these rehabilitated pipes, ultimately reducing the possibility of roadway and neighborhood flooding.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding Bid 2024-27 to Hinterland Group, Inc, for the bid at the contract amount of \$575,150.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. 24-117 Storm lining - Hinterland (P24-0124G) 2. Hinterland Bid 3. Site Maps 4. Signed Bid Tab	
Approval:	Kelly McGuire, Finance Director	7/22/2024
	Shawn Finley, Assistant City Manager	7/25/2024
	Joyce Shanahan, City Manager	7/31/2024

RESOLUTION NO. 2024-117

A RESOLUTION ACCEPTING A BID FROM HINTERLAND GROUP, INC. FOR CONSTRUCTION SERVICES REGARDING THE 2024 STORM PIPE LINING PROJECT, UNDER BID NO. 2024-27; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-27) regarding construction services for the 2024 storm pipe lining project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Hinterland Group, Inc. with a bid in the amount of \$575,150.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Stormwater Fund (107) 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 bid submitted by Hinterland Group, Inc. to perform the Project at a total cost not to exceed \$575,150.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Hinterland Group, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Hinterland Group, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Project No.: 2024-27
Bid Name: 2024 Storm Pipe Lining

HG Job No. 24-0096-00

BID DUE - Tuesday, June 11, 2024 @ 2:30 PM

SUBMITTED TO:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Room 102
Ormond Beach, FL 32174



SUBMITTED BY:



Hinterland Group, Inc.

2051 W Blue Heron Blvd
Riviera Beach, FL 33404
561-640-3503
Email: info@hinterlandgroup.com

**SECTION 00300
BID**

CGC1520354

CUC1224634

CONTRACTORS NAME Hinterland Group Inc. LICENSE NO. EC13003615

PROJECT IDENTIFICATION: **2024 STORM PIPE LINING**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-27

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>05/21/2024</u>	<u>1</u>
<u>06/05/2024</u>	<u>2</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

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



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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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ADDENDUM NO. 1

May 21, 2024

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 to the Invitation to Bid for
2024 Storm Pipe Lining
Bid No. 2024-27

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.

QUESTIONS and ANSWERS

Question 1: Will ASTM F2019 – UVGRP (Ultraviolet Glass Reinforced Pipe) be accepted as “an equal” to ASTM F1216 (traditional felt) for this project?

Answer 1: **Traditional water cure, should be the basis of bid. The city will work with the low bid contractor on where alternative cure methods may be appropriate. The City has not seen positive results from previous alternative cure methods.**

Question 2: I could not find mention if alternative technologies are allowed. Would it be possible to bid this project using spiral wound pvc liners as an alternative to cured in place?

Answer 2: **See Q1.**

Question 3: The Technical specifications section 1.06 states, “dewatering and disposal of surplus water.” Is to be included in the cost of the work. Cured in place pipe has no known contaminants. Is the City or Ormond Beach wanting it removed regardless?

Answer 3: **Section 02140-2 covers the disposal of water. The contractor can use any method of disposal, including releasing downstream, so long as the water does not “endanger public health, damage public or private property...”.**

Question 4: If yes to question 3. Would disposal into the sewer system suffice? If not, may we please have locations of disposal sites?

Answer 4: **See Q3**

Question 5: If yes to question 3. Would a styrene free product suffice to eliminate the need to haul off surplus water?

Answer 5: See Q3

Question 6: Will UV cure be accepted?

Answer 6: See Q1

Question 7: Will steam cure be accepted?

Answer 7: See Q1

Question 8: Will water cure be accepted?

Answer 8: Yes, see Q1

Question 9: Do the CIPP designs need to be signed by a licensed Florida P.E.?

Answer 9: No.

Question 10: Where is the 10" VCP sewer pipe located? It's not shown on any maps.

Answer 10: Map attached included in this addendum.

A Pre-BID is scheduled in the Training Room (breezeway) at City Hall on May 28, 2024 at 10:00AM, it is not anticipated that any more addenda will be issued until after this meeting.

The last day for questions is June 4, 2024 at 5:00PM.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **2024 Storm Pipe Lining, Bid No. 2024-27**, for the City of Ormond Beach.

END OF ADDENDUM No. 1



ADDENDUM NO. 2

June 5, 2024

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 2 to the Invitation to Bid for
2024 Storm Pipe Lining
Bid No. 2024-27

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.

QUESTIONS and ANSWERS

Question 1: What is the Engineer's Estimate (budget)?

Answer 1: \$500,000.00

Question 2: Regarding question 1 and question 2 on Addendum #1, does this mean it spiral wound pvc liners could be a possibility?

Answer 2: The basis of the bid is liners compliant with ASTM F1216. The city will work with the low bid contractor on where alternative cure methods may be appropriate.

Question 3: What will the work hours be along A1A

Answer 3: The work hours along A1A will be 7:00 PM to 7:00 AM.

Question 4: Is there any video of the pipes that can be released? If video is not available, how will repairs be handled?

Answer 4: There is not video available; We will work with the contractor regarding repairs.

Question 5: Why is there hesitation to accept alternates like steam or UV upfront?

Answer 5: We have used steam in the past and have not had a favorable outcome. Where there are intrusion points the steam doesn't seem to be able to cure the resin causing defects in the lining. We have never used UV but have similar concerns with that method. There may be limited places when alternates might be appropriate.

Question 6: Will local vendor preference be part of this project?

Answer 6: Yes.

The last day for questions is June 4, 2024 at 5:00PM.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **2024 Storm Pipe Lining, Bid No. 2024-27**, for the City of Ormond Beach.

END OF ADDENDUM No. 2



BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
Cured in place liner-12" CMP, 7.5mm	950	LF	51.00	48,450.00
Cured in 9.0mmplace liner-15" CMP, 9.0mm	530	LF	67.00	35,510.00
Cured in place liner-18" CMP, 10.5mm	600	LF	78.00	46,800.00
Cured in place liner-24" CMP, 12.0mm	2150	LF	112.00	240,800.00
Cured in place liner-30" CMP, 13.5mm	840	LF	157.00	131,880.00
Cured in place liner-29x45 CMP, 15.0mm	40	LF	235.00	9,400.00
SANITARY SEWER: Cured in place liner- 10" VCP, 6.0mm	930	LF	67.00	62,310.00

TOTAL BID

\$ 575,150.00

(Figures)

Five Hundred Seventy Five Thousand One Hundred Fifty Dollars and Zero Cents

(Words)

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run, and completed within 120 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

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

Mailing Address: 2051 W Blue Heron Blvd.
Street Address: Same as listed above
City, State, Zip Code: Riviera Beach, FL 33404
Email: info@hinterlandgroup.com
Telephone No.: 561-640-3503 Fax No.: 561-640-3504

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 June 11, 20 24.

If BIDDER is:

An Individual

By N/A
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By N/A _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Hinterland Group Inc.
(Corporation Name)

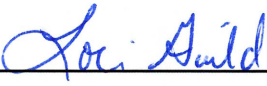
Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

Chase Rogers
(Name of Person Authorized to Sign - Typed or Printed)

Project Director
(Title)



Attest 
Lori Guild

Business address: 2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

Phone No.: 561-640-3503

Fax No.: 561-640-3504



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

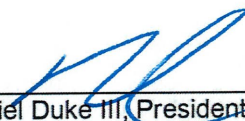
The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated April 25, 2023



Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.



Notary Public

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026



Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504

State of Florida

Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 5, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
September, 2023*




Secretary of State

Tracking Number: 1364483202CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number P06000086423
FEI/EIN Number 20-5156844
Date Filed 06/26/2006
State FL
Status ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	04/05/2023
2024	04/08/2024

Document Images

04/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By N/A

(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 STORM PIPE LINING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>CIPP Liner</u>	<u>Global Materials Company</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Subcontractors:

Work Classification: None Foreseen

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>None Foreseen</u>	L.F.	_____	<u>0.00</u>
2. Sheeting/Shoring	<u>None Foreseen</u>	S.F.	_____	<u>0.00</u>



06/11/2024

Name (signature) Date

Chase Rogers

Name (typed or printed)

Project Director

Title

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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



Name (signature)

06/11/2024

Date

Chase Rogers

Name (typed or printed)

Project Director

Title

BID (Cont'd.)
2024 STORM PIPE LINING
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.



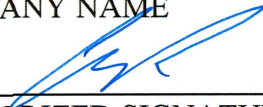
The undersigned firm has had no litigation on any project in the last five (5) years.

[]

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

Hinterland Group Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Chase Rogers

NAME (PRINT OR TYPE)

Project Director

TITLE

06/11/2024

DATE



BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
2024 STORM PIPE LINING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: N/A

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

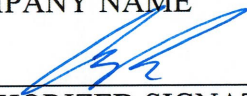
Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2024 STORM PIPE LINING
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.

Hinterland Group Inc.
COMPANY NAME


AUTHORIZED SIGNATURE

Chase Rogers
NAME (PRINT OR TYPE)

Project Director
TITLE

06/11/2024
DATE



END OF BID

00300-15

 An official website of the United States government
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Menu 

My Company Account

My Company Profile

Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Hinterland Group Inc.
(hereinafter called Principal) and

Atlantic Specialty Insurance Company
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State
Minnesota of with its principal offices in the County of
Hennepin and authorized to do business in the State of Florida, in the full and just
sum of Five Percent of Bid Amount

Dollars (\$ 5% of Bid Amount) 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 STORM PIPE LINING (Bid No. 2024- 27)** in, and for the
City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the
Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a
contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth
therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract
Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the
approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this
obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon
the failure of the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and
lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly
signed and sealed this 7 day June, 20 24.



Hinterland Group Inc.
(Principal)

By: Chase Rogers, Project Director

Atlantic Specialty Insurance Company
(Surety)

By: Daniel F. Wagner Jr.
Daniel F. Wagner Jr., Attorney-in-Fact

ATTEST:

Cathy Wagner
(SEAL)

END OF SECTION
00410 - 1



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

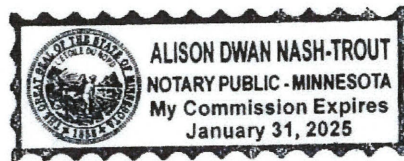
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of June, 2024



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404

561-640-3503 PH

561-640-3504 FX



INFO@HINTERLANDGROUP.COM

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



COVER PAGE

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CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

DANIEL A. DUKE III

President/Founder

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

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QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County

Project Value: \$1,323,642.00

Project Location: Orlando, FL

Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach

Project Value: \$346,680.00

Project Location: North Palm Beach, FL

Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County

Project Value: \$792,003.00

Project Location: Belle Glade, FL

Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.



Hinterland Group, Inc. | www.hinterlandgroup.com

CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach

Project Value: \$528,587.00

Project Location: West Palm Beach, FL

Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County

Project Value: \$653,400.00

Project Location: Naples, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority

Project Value: \$2,313,374.00

Project Location: Cudjoe Key, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.



Hinterland Group, Inc. | www.hinterlandgroup.com



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated April 25, 2023

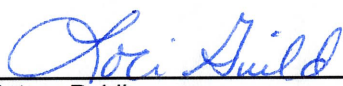

Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

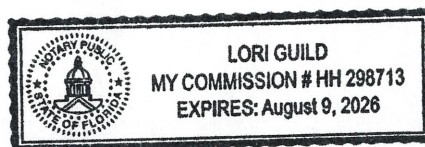
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.


Notary Public

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026



State of Florida

Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 5, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
September, 2023*




Secretary of State

Tracking Number: 1364483202CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number P06000086423
FEI/EIN Number 20-5156844
Date Filed 06/26/2006
State FL
Status ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	04/05/2023
2024	04/08/2024

Document Images

04/08/2024 -- ANNUAL REPORT	View image in PDF format
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04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg_Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg_Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg_Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
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04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

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Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites



We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding[View Current MOU](#)[U.S. Department of Homeland Security](#)[U.S. Citizenship and Immigration Services](#)[Accessibility](#)[Plug-ins](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

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 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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: PHONE (A/C No. Ext.): (772) 426-9973 FAX (A/C No.): (772) 872-5870 E-MAIL ADDRESS:																					
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Amer</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Charter Oak Fire Insurance Company	25615	INSURER B:	Travelers Property Casualty Company of Amer	25674	INSURER C:	Starr Indemnity & Liability Company	38318	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			DT-CO-2W558369-COF-24	01/31/2024	01/31/2025	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☒ XCU Coverage Included	x	x				MED EXP (Any one person)	\$ 10,000	
	☒ Primary/Non Contributory						PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
A	AUTOMOBILE LIABILITY			810-2W545755-24-26-G	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	x				x	BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$	
B	☒ UMBRELLA LIAB	☒ OCCUR		CUP-2T683165-24-NF	01/31/2024	01/31/2025	EACH OCCURRENCE	\$ 4,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 4,000,000	
	DED	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N / A					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
C	INLAND MARINE			ITA100065347424	1/31/2024	1/31/2025	Scheduled Equip.	\$ 5,115,498	
		X					Installation Floater	\$ 100,000/\$500,00	

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives. Certificate Holder is an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/non-contributory to additional insureds when it is required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER**CANCELLATION**

FOR BIDDING PURPOSES ONLY

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

 <JNL>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2024

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 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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994		CONTACT NAME: PHONE (A/C, No, Ext): (772) 426-9973 FAX (A/C, No): (772) 872-5870 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FFVA Mutual Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	NAIC # 10385
---	------------------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	X	WC840-0805462-2024A	1/31/2024	1/31/2025 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES ONLY

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

Jennie Janman <JNL>

WAGNER BONDING & *INSURANCE, INC.*

April 18, 2023

RE: Hinterland Group Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group Inc. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Hinterland Group Inc. has an excellent reputation in the community. While each project is approved on it's own merits, Hinterland Group Inc. has the ability to bond single projects in excess of \$20,000,000 with an aggregate limit of \$100,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Hinterland Group Inc. and Atlantic Specialty Insurance Company.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

Wagner Bonding & Insurance, Inc.



Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B23.664313 07/18/2023	\$99.00	B40145154

This document is valid only when receipted by the Tax Collector's Office.



HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082364
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B23.664394 07/18/2023	\$99.00	B40156458

This document is valid only when receipted by the Tax Collector's Office.



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HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018108321
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	DUKE DANIEL AMOS III	CUC1224634	B23.664234 07/18/2023	\$27.50	B40133138

This document is valid only when receipted by the Tax Collector's Office.



HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201139576
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	BREIG CHARLES J	EC13003615	B23.664312 07/18/2023	\$99.00	B40145155

This document is valid only when receipted by the Tax Collector's Office.



HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082363
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03, 2023

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

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](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, Prequalification Supervisor
Contracts Administration Office

JTII:cg



Owned Equipment

Asset ID	Category	Type	Description	Status
543	VEHICLE	REEFER	2011 Kenworth T370	ACTIVE
542	VEHICLE	VAN	2007 CHEVY VAN	ACTIVE
541	VEHICLE	VAN	2011 GMC VAN	ACTIVE
540	VEHICLE	VAN	2007 Chevy van	ACTIVE
539	VEHICLE	VAN	2014 Dodge Caravan	ACTIVE
538	TRAILER	HAULER	Forest River Trailer	ACTIVE
536	PUMP	VACUUM OIL PUMP	3" Well point pump	ACTIVE
534	EQUIPMENT	ROLLER	Leeboy roller	ACTIVE
533	TRAILER	HAULER		ACTIVE
532	EQUIPMENT	COMPACTOR	COMPACTOR	ACTIVE
531	CREW EQUIPMENT	LIGHT TOWER	Light Tower	ACTIVE
530	TRAILER	HAULER	7X14 Spartan Trailer	ACTIVE
529	VEHICLE	CAR	2007 Volvo XC70	ACTIVE
528	TRAILER	CARGO	Cargo Trailer	ACTIVE
527	VEHICLE	FLAT BED	Flat bed	ACTIVE
526	TRAILER	CARGO	Cargo Trailer	ACTIVE
525	VEHICLE	VAN	TV Truck	ACTIVE
524	TRAILER	PUMP	Pump	ACTIVE
523	TRAILER	PUMP	Pump	ACTIVE
522	EQUIPMENT	PUMP	Pump	ACTIVE
521	TRAILER	PUMP	Pump	ACTIVE
520	TRAILER	PUMP	Pump	ACTIVE
519	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
518	TRAILER	MIXER	Mixer	ACTIVE
517	TRAILER	GENERATOR	Generator	ACTIVE
516	TRAILER	LOW BOY	Lowboy	ACTIVE
515	VEHICLE	VAN	van	ACTIVE
514	TRAILER	PUMP	pump	ACTIVE
513	EQUIPMENT	PUMP	diaphragm pump	ACTIVE
512	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
511	TRAILER	SPRAY MATE COATING	Coating Trailer	ACTIVE
509	TRAILER	DUMP	DUMP TRAILER	ACTIVE
508	TRAILER	DUMP	DUMP TRAILER	ACTIVE

507	EQUIPMENT	LOADER	Loader	ACTIVE
506	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
505	TRAILER	CARGO	Cargo Trailer	ACTIVE
504	TRAILER	CARGO	Cargo Trailer	ACTIVE
503	TRAILER	CARGO	Cargo Trailer	ACTIVE
502	VEHICLE	FLAT BED		ACTIVE
501	VEHICLE	BOILER		ACTIVE
500	EQUIPMENT	ROLLER		ACTIVE
499	EQUIPMENT	ROLLER		ACTIVE
498	EQUIPMENT	COMPACTOR		ACTIVE
497	EQUIPMENT	COMPACTOR		ACTIVE
496	VEHICLE	FLAT BED		ACTIVE
495	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
494	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
493	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
492	EQUIPMENT	LOADER		ACTIVE
491	EQUIPMENT	EXCAVATOR		ACTIVE
490	EQUIPMENT	LOADER		ACTIVE
489	EQUIPMENT	EXCAVATOR		ACTIVE
488	VEHICLE	CRANE	F-550	ACTIVE
487	VEHICLE	UTILITY	F-550	ACTIVE
486	VEHICLE	CRANE	F-350	ACTIVE
485	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
484	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
482	EQUIPMENT	SKID STEER	skid steer	ACTIVE
481	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
480	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
479	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
478	TRAILER	MESSAGE BOARD	Trailer	ACTIVE
477	TRAILER	HAULER	Trailer	ACTIVE
476	TRAILER	HAULER	Trailer	ACTIVE
475	VEHICLE	REEFER	refrigerated truck	ACTIVE
474	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
473	EQUIPMENT	SKID STEER	skid steer	ACTIVE
472	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
471	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
470	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
469	EQUIPMENT	SKID STEER	skid steer	ACTIVE

468	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
467	EQUIPMENT	MIXER		ACTIVE
466	VEHICLE	VAC		ACTIVE
465	VEHICLE	CRANE		ACTIVE
464	VEHICLE	PICKUP		ACTIVE
463	VEHICLE	PICKUP		ACTIVE
462	VEHICLE	PICKUP		ACTIVE
461	VEHICLE	PICKUP		ACTIVE
460	TRAILER	CARGO		ACTIVE
459	EQUIPMENT	SKID STEER	skid steer	ACTIVE
458	EQUIPMENT	COMPACTOR	compactor	ACTIVE
457	EQUIPMENT	COMPACTOR	compactor	ACTIVE
456	VEHICLE	TRUCK	Crew Cab	ACTIVE
455	EQUIPMENT	MAN LIFT	Man Lift	ACTIVE
454	EQUIPMENT	MAN LIFT	Man lift	ACTIVE
453	TRAILER	PUMP	Electric Bypass Pump	ACTIVE
452	TRAILER	ARROW BOARD	Arrow Board	ACTIVE
451	TRAILER	ARROW BOARD		ACTIVE
450	EQUIPMENT	FORKLIFT	YALE	ACTIVE
449	EQUIPMENT	FORKLIFT	Forklift	ACTIVE
448	EQUIPMENT	LOADER	Loader	ACTIVE
447	TRAILER	CARGO	cargo	ACTIVE
446	TRAILER	CARGO	cargo	ACTIVE
445	VEHICLE	PICKUP	Pickup	ACTIVE
444	EQUIPMENT	SAW	Street Saw	ACTIVE
443	EQUIPMENT	SAW	Street saw	ACTIVE
442	EQUIPMENT	SAW	Street saw	ACTIVE
441	EQUIPMENT	SAW	Street saw	ACTIVE
440	EQUIPMENT	TRACTOR	Tractor	ACTIVE
439	EQUIPMENT	TRACTOR	Tractor	ACTIVE
438	TRAILER	PUMP	pump	ACTIVE
437	TRAILER	HAULER	Trailer	ACTIVE
436	TRAILER	HAULER	Trailer	ACTIVE
435	VEHICLE	VAN	Vehicle	ACTIVE
434	EQUIPMENT	PUMP	Pump	ACTIVE
433	EQUIPMENT	PUMP	PUMP	ACTIVE
432	EQUIPMENT	PUMP	PUMP	ACTIVE
431	EQUIPMENT	PUMP	PUMP	ACTIVE

430	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
429	EQUIPMENT	COMPRESSOR	Air compressor	ACTIVE
423	EQUIPMENT	PUMP		ACTIVE
422	TRAILER	CARGO		ACTIVE
421	TRAILER	CARGO		ACTIVE
420	EQUIPMENT	PUMP	Dewater	ACTIVE
419	TRAILER	CARGO	14' x 7'	ACTIVE
418	EQUIPMENT	COMPACTOR	Plate compactor	ACTIVE
417	EQUIPMENT	COMPACTOR	Asphalt	ACTIVE
416	EQUIPMENT	PUMP		ACTIVE
415	VEHICLE	DUMP	Tri axle	ACTIVE
414	EQUIPMENT	PUMP		ACTIVE
413	EQUIPMENT	PUMP		ACTIVE
412	TRAILER	TANKER	Tanker	ACTIVE
411	EQUIPMENT	PUMP		ACTIVE
410	EQUIPMENT	WELDER	Welder	ACTIVE
409	TRAILER	CARGO	Forest River	ACTIVE
408	EQUIPMENT	PUMP	Hydraulic Pump	ACTIVE
407	EQUIPMENT	LIFT	Scissor Lift	ACTIVE
406	EQUIPMENT	PUMP	Elec Bypass Pump	ACTIVE
405	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
404	TRAILER	DUMP	Dump Trailer	ACTIVE
403	TRAILER	CARGO	Cutter Trailer	ACTIVE
402	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
401	EQUIPMENT	BACKHOE	Backhoe	ACTIVE
400	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
399	EQUIPMENT	SPRAY	Epoxy Spray Rig	ACTIVE
398	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
397	EQUIPMENT	GENERATOR	25KW Generator	ACTIVE
396	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
395	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
390	EQUIPMENT	SURVEYING	Surveying Equipment	ACTIVE
389	EQUIPMENT	LIGHTING	Portable Light Trailer	ACTIVE
388	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
385	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
384	EQUIPMENT	EXCAVATOR	Compact Excavator	ACTIVE
383	VEHICLE	VAC	Vactor Truck	ACTIVE
382	TRAILER	LOW BOY	Low Boy	ACTIVE

380	VEHICLE	TANDEM	International Truck	ACTIVE
379	VEHICLE	BUCKET	GMC Truck	ACTIVE
378	VEHICLE	FLAT BED	GMC Truck	ACTIVE
377	VEHICLE	PICKUP	Chevy Truck	ACTIVE
376	VEHICLE	FLAT BED	GMC Truck	ACTIVE
375	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
374	EQUIPMENT	WETOUT	Wetout Assembly Equipment	ACTIVE
373	EQUIPMENT	ATTACHMENT	Telescopic Dipper	ACTIVE
372	EQUIPMENT	WETOUT	Resin Tank w/ Conveyor	ACTIVE
371	EQUIPMENT	SURVEYING	Pipe Laser	ACTIVE
370	EQUIPMENT	CIPP	Cues Truck 2	ACTIVE
369	EQUIPMENT	CIPP	Cues Truck 1	ACTIVE
368	EQUIPMENT	ATTACHMENT	Clam Shell Bucket	ACTIVE
367	EQUIPMENT	COMPUTER	CIPP Computers	ACTIVE
366	EQUIPMENT	TANKER	300 Gallon Spray Rig Attachment	ACTIVE
365	EQUIPMENT	PERSONAL	Boat Engine	ACTIVE
364	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
363	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
362	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
361	EQUIPMENT	GRADER	Volvo Motor Grader	ACTIVE
360	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
359	TRAILER	CARGO	Look Trailer	ACTIVE
358	EQUIPMENT	FORKLIFT	Toyota Forklift	ACTIVE
357	TRAILER	HAULER	Tilt Trailer	ACTIVE
356	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
355	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
354	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
353	EQUIPMENT	PUMP	Thompson High Pressure Pump	ACTIVE
352	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
351	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
350	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
349	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
348	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
347	EQUIPMENT	PUMP	Thompson 6' Trailer Mounted Pump	ACTIVE
346	EQUIPMENT	PUMP	Thompson 6' Bypass Pump	ACTIVE
344	EQUIPMENT	PUMP	Thompson 4' Mounted Pump	ACTIVE
343	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE

341	TRAILER	HAULER	Thomas Trailer	ACTIVE
340	EQUIPMENT	PUMP	Auto Dialer Pump	ACTIVE
339	EQUIPMENT	COMPRESSOR	Compressor w/ Trailer	ACTIVE
338	VEHICLE	VAC	Sterling Vac Truck	ACTIVE
337	VEHICLE	VAC	Sterling Truck	ACTIVE
336	VEHICLE	CRANE	Sterling Crane Truck	ACTIVE
335	TRAILER	CARGO	Space Coast Trailer	ACTIVE
334	EQUIPMENT	BOAT	Ever	ACTIVE
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer	ACTIVE
332	VEHICLE	FLAT BED	Crane Flatbed	ACTIVE
331	EQUIPMENT	EXCAVATOR	Walking Excavator	ACTIVE
330	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
329	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
328	TRAILER	CARGO	Lark Trailer	ACTIVE
327	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
326	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
325	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
324	EQUIPMENT	BLASTER	KMT Aqua Blaster	ACTIVE
323	VEHICLE	VAC	Kenworth Vac Truck	ACTIVE
322	VEHICLE	BOILER	Kenworth Boiler Truck	ACTIVE
321	VEHICLE	DUMP	Kenworth Dump Truck	ACTIVE
320	TRAILER	ASPHALT	Keizer Morris Trailer w/ Asphalt Hot Box	ACTIVE
319	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
318	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
317	EQUIPMENT	SKID STEER	John Deere Skid Steer	ACTIVE
316	EQUIPMENT	MOWER	John Deere Riding Mower	ACTIVE
315	EQUIPMENT	MOWER	John Deere Mower Attachment	ACTIVE
314	EQUIPMENT	EXCAVATOR	John Deere Excavator	ACTIVE
313	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
312	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
310	EQUIPMENT	EXCAVATOR	John Deere Compact Excavator	ACTIVE
308	EQUIPMENT	ATTACHMENT	John Deere Bucket	ACTIVE
307	EQUIPMENT	ROLLER	Bomag Roller	ACTIVE
306	EQUIPMENT	MOWER	John Deere Mower	ACTIVE
305	TRAILER	HAULER	Interstate Trailer	ACTIVE
304	TRAILER	HAULER	Grey Trailer	ACTIVE
303	VEHICLE	VAC	International Vac Truck	ACTIVE
302	VEHICLE	VAC	International Vac Truck	ACTIVE

301	VEHICLE	VAC	International Vac Truck	ACTIVE
300	VEHICLE	VAC	International Vac Truck	ACTIVE
298	VEHICLE	BLASTER	International Sand Blaster Truck	ACTIVE
297	VEHICLE	REEFER	International Truck	ACTIVE
296	VEHICLE	REEFER	International Truck	ACTIVE
295	VEHICLE	REEFER	International Reefer Truck	ACTIVE
292	VEHICLE	BOX	International Box Truck	ACTIVE
291	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
290	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor	ACTIVE
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor	ACTIVE
287	VEHICLE	BOX	International Chassis	ACTIVE
286	VEHICLE	UTILITY	Horton Truck Crane	ACTIVE
285	EQUIPMENT	BLASTER	Power Washer Trailer	ACTIVE
284	TRAILER	HAULER	Homemade Trailer	ACTIVE
283	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
282	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
281	TRAILER	HAULER	Hardee Built Trailer	ACTIVE
280	EQUIPMENT	PUMP	Gorman Pump	ACTIVE
279	VEHICLE	VAN	GMC Van	ACTIVE
278	VEHICLE	VAN	GMC Van	ACTIVE
277	VEHICLE	UTILITY	GMC Truck w/ Crane	ACTIVE
276	VEHICLE	FLAT BED	GMC Truck	ACTIVE
275	VEHICLE	FLAT BED	GMC Truck	ACTIVE
274	VEHICLE	PICKUP	GMC Truck	ACTIVE
272	VEHICLE	VAN	GMC Truck	ACTIVE
271	VEHICLE	UTILITY	GMC Service Truck	ACTIVE
270	VEHICLE	FLAT BED	GMC Pickup Truck	ACTIVE
269	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
268	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
264	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
262	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
260	VEHICLE	VAN	GMC Cargo Van	ACTIVE
259	EQUIPMENT	LIFT	Genie Personal Lift	ACTIVE
258	TRAILER	CARGO	FRRV Trailer	ACTIVE
257	VEHICLE	TANDEM	Freightliner	ACTIVE
256	VEHICLE	BOX	Freightliner	ACTIVE
255	VEHICLE	TANKER	Freightliner	ACTIVE

254	VEHICLE	TANKER	Freightliner	ACTIVE
253	VEHICLE	TANKER	Freightliner	ACTIVE
250	VEHICLE	UTILITY	Ford Truck	ACTIVE
249	VEHICLE	UTILITY	Ford Truck	ACTIVE
248	VEHICLE	PICKUP	Ford Truck	ACTIVE
245	VEHICLE	UTILITY	Ford Truck	ACTIVE
242	VEHICLE	PICKUP	Ford Pickup Truck	ACTIVE
241	VEHICLE	CAR	Ford Fusion	ACTIVE
239	VEHICLE	BOILER	Ford Tandem	ACTIVE
238	EQUIPMENT	ATTACHMENT	FFC Tree Boom	ACTIVE
237	TRAILER	OFFICE	Dutchman Trailer	ACTIVE
236	TRAILER	HAULER	Draggin Trailer	ACTIVE
235	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
234	VEHICLE	VAN	Dodge Van	ACTIVE
233	VEHICLE	UTILITY	Dodge Truck	ACTIVE
232	TRAILER	HAULER	Crosley Trailer	ACTIVE
231	TRAILER	HAULER	Crosley Trailer	ACTIVE
230	TRAILER	HAULER	Crosley Dual Axle Trailer	ACTIVE
229	TRAILER	PERSONAL	Jet Ski Trailer	ACTIVE
228	EQUIPMENT	FORKLIFT	Clark Forklift	ACTIVE
226	VEHICLE	PICKUP	Chevy Truck	ACTIVE
222	VEHICLE	FLAT BED	Chevy Pickup Truck	ACTIVE
219	TRAILER	HAULER	Center Trailer	ACTIVE
218	EQUIPMENT	EXCAVATOR	Caterpillar Mini Excavator	ACTIVE
217	EQUIPMENT	LULL	Caterpillar Forklift	ACTIVE
216	EQUIPMENT	EXCAVATOR	Caterpillar Excavator	ACTIVE
215	EQUIPMENT	EXCAVATOR	Caterpillar Excavator 328D	ACTIVE
214	EQUIPMENT	SKID STEER	Track Skid Loader	ACTIVE
213	EQUIPMENT	TERRAIN	Golf Cart	ACTIVE
211	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
210	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader	ACTIVE
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator	ACTIVE
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator	ACTIVE
206	TRAILER	HAULER	Blastoff Trailer	ACTIVE
205	TRAILER	HAULER	Better Built Trailer	ACTIVE
204	EQUIPMENT	ASPHALT	John Deere Asphalt Zipper on Trailer	ACTIVE
203	TRAILER	HAULER	Sand Blaster	ACTIVE

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS 8220 Gravity Sewer Pipe	To install specialized 18" liner to fit the existing 20" casting prior to replacing the existing 8" gravity sewer main	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 99,715.53	Mar-18	Aug-18
Wellfield System 9	Rehabilitation of gravity sewer line segments in lift station networks and various terminal manhole to wet well segments, includes inspections and applicable required rehab	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,880,369.37	May-18	May-19
Lift Station 244 Gravity Sewer Rehab Project	rehabilitation of gravity sewer line segments in the following lift station networks	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 30,088.75	Sep-18	Feb-19
LS4101	Construction services including rehabilitation fo gravity sewer lining inside lift station network; lift station 244	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,062,018.68	Feb-19	Feb-20
Mangole and Gravity Sewer Pipe Repair in Front of 6185 Winding Brooke Way, Delray Beach	Approval of utility work authorized under Work Directive Number 1 to front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site Wastewater Lines and Manhole Rehabilitation issued on May 21, 2019 to furnish and install all materials necessary to repair/rehabilitate an existing manhole and 8" gravity pipe in front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site restoration in accordance with the governing regulations.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 83,082.53	Aug-19	Sep-19
MLK Blvd Water and Force Main Replacement	Replacing water and force main piping under Dr Martin Luther King Jr Blvd using directional drilling methods and tying back in to the existing mains on either side of the road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 324,736.43	Aug-17	Nov-17
Colony Water Main Extension South	Installation of approximately 760 LF of 8" water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 113,277.28	Apr-17	Jun-17
Gator Blvd Water Main	Furnish and install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 792,003.03	Nov-17	Apr-18
Emergency Repair at E 1st Street	Emergency repair of 6' water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 88,720.93	Jul-17	Feb-17
Military Trail Appaloosa St. to Wadita-Ka Way Water Main Replacement	furnish and install all materials necessary to complete the 8in Water Main Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 108,234.78	Sep-17	Mar-18
Priority Aerial Canal Crossing	(4) aerial canal crossing to be rehabilitated include: Two (2) crossings, 12-inch water main and 20-inch wastewater force main at Lake Worth Drainage District (LWDD) L14 Canal and Ohio Road, two (2) crossings, 8-inch water main and 10-inch wastewater force main at LWDD L-10 Canal and Sherwood Forest Boulevard, two (2) crossings at LWDD L14 Canal and Military Trail, and one (1) crossing at LWDD L2 Canal and Bridgeman Drive	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 765,220.20	Jan-18	May-18
Belle Glade Water Svs Zone 1	Installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,389,257.38	Feb-18	Apr-19
Water Main Improvements Site 8 - North Congress Ave and L2 Canal	Installation of approximately 140' of DIP water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 54,503.10	Aug-17	Nov-17
Pahokee PBC Airport & PEEHokey	Furnish and install all materials necessary to complete the FH Replacement at Pahokee PCB Airport & PEE Hokey Dr FH Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 88,716.40	Dec-17	May-18
Lift Station #8105	Force Main Improvements to Lift Station 8105 Project (Project) which includes but is not limited to furnish material, labor supervision, equipment, supplies, fees, expertise, and services necessary to fully complete work in accordance with the Construction Documents and governing regulations. This work includes constructing approximately 350-linear feet of 6-inch poly vinyl chloride (PVC) force main from lift station 8105 by heading east through the City of Belle Glades Right of Way (ROW), north to Avenue L through an existing easement, and west to a proposed man hole.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 143,976.17	Mar-18	Aug-18
CD01- Water Main Improvements Zones 2,3 & 4	The construction scope of services as described herein; which includes approximately 5,500 LF of new C-900 and DIP water main in varying sizes from 4" to 12" with values, associated appurtenances and site restoration.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,264,998.80	Jan-19	Aug-19
Water Main Stubouts and Fire Hydrant Installations along 60th Pl N (10th Ave to 180th Ave N.)	Installation of various stub outs and fire hydrants on the water main along a maintenance road on the north side of M Canal, 61st St. N, 60th Pl N and 180th Ave N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 401,253.98	Oct-19	
Installation of Water Services Along 60th Pl N and 61st St N	Installation of two stub outs with fire hydrants and water services along 60th Pl N and 61st St N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 43,130.30	Aug-19	Sep-19
Fire Hydrant Relocation on Chickasaw Rd	Furnish and installation of new fire hydrant and appurtenances includes but not limited to piping valves and site restoration on Chickasaw Road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 33,885.03	May-19	Jun-19
Barrier Highway from Pelican River to East 7th St. Pahokee; Water Main Replacement	Installation of approximately 1,300 linear feet of 8-inch water main via directional drill and open cut method, seven (7) water services and miscellaneous stub outs and connections along East 7th St in Pahokee.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 262,482.02	Oct-19	Apr-20
Priority Aerial Canal Crossing, Phase 2	Improvements to aerial crossings at eight (8) locations throughout Palm Beach County. Improvements at seven locations will include removal and replacement of water main and force main piping of various sizes pipe cap restoration, air release valves, fan guards, canal bank revetment and rip rap installation. One location will receive a new complete aerial crossing with new piling and pile caps.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,819,104.20	Oct-18	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court	Construction services including but not limited to replacement of approximately 7,600 linear feet of existing 6-inch and 8-inch water main along Sandpiper Avenue, Meadowlark Drive and Oriole Court (Royal Palm Beach); replacement of approximately 169 water services; installation of new fire hydrants and improvement of fire protection, as well as site restoration	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,754,414.58	Jan-20	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services including but not limited to relocation of approximately 360 linear feet of existing 4-inch and 6-inch water main along NE 1st St. and NW 2nd St. in Belle Glade; relocation of approximately 10 water services in conflict with the sidewalk improvements project proposed by the City of Belle Glade	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 160,937.95	Aug-19	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services for the installation of water main, water services and water meters. Service also includes new water service pipe to connect to the existing water meter, the replacement of sewer later piping, and the relocation of existing water main ranging in size from 2-inch to 6-inch	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 625,761.75	Oct-19	
Loxahatchee Groves Park Lit Station and Force Main	The installation of approximately 170 liner feet of 4-inch force main via directional drill under the west-bound lanes of Southern Blvd (SR 80), west of F Road. The FDOT is working on the widening of Southern Blvd and the pipe installation within the road ROW must be finished before the road widening can be completed. The installation of the force main pipe is necessary for the connection to the existing building in the Loxahatchee Groves Park. The work also includes the connection to an existing 6-inch force main under the median.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,824.55	Oct-19	
Utility Relocations along Hamlin Blvd; Indian Trail Culvert Improvements	The deflection of an existing 12-inch water main and an 8-inch force main in conflict with a new 36" culvert at 4 (4) different Locations along Hamlin Blvd. Indian Trail Improvements District is upsizing and lowering the existing canal culverts & lowering prior the culvert installation in order to avoid a utility conflict with the District project.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 242,699.20	NTP Pending	
12-inch Force Main on Sandalfood Blvd	Installation of approximately 1,000 linear feet of 12-inch force main along the north side of Sandalfoot, from LWDD Canal E-1 to east of SW 66th Ave, Boca Raton. The new force main will parallel existing 8-inch force main is over capacity, especially in wet weather connecting an existing force on the east side of LWDD Canal E-1 canal crossing and force main north of Lift Station #0981	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 238,215.60	NTP Pending	
Florida Turnpike (SR91) at Atlantic Ave. Toll Facility Conversion	The removal of approximately 600 LF of existing 4-inch sanitary force main, 400 LF of 6-inch Ductile Iron Pipe (DIP) water main, and 500 linear feet of 8-inch water main. The removal of two (2) fire hydrants, one (1) 1-1/2 inch water meter and two (2) back flow preventers. The relocation of one (1) fire hydrant	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 165,091.88	NTP Pending	
System II/III Generator	Remove and replace Plant's existing 750 KW rated Detroit Diesel engine generator set No. 2 currently being utilized in a standby paralleling generator system at the Plant operating in parallel with an existing Caterpillar manufactured 750 KW standby power rated engine generator set. Remove and replace the Plant's existing ASCO generator synchronizing and paralleling control switchboard with a new two (2) generator synchronizing and paralleling control switchgear system that shall be control designed to operate each generator set independently of each other and to also be able to automatically start, synchronize and parallel both the new and the existing 750 KW diesel engine generator sets upon start initiation of an automatic sequence for both automatic and manual use for the transfer of electrical power to the connected Facility loads, including all related systems and accessories for a complete working installation in place. Test and demonstrate all equipment performs properly	Town of Davie	Don Bayler	(954) 327-3741	don_bayler@davie-fl.gov	6591 Orange Drive, Davie, Florida, 33314	\$ 1,011,686.85	Apr-18	Jul-19
Lift Station No. 83 Lift Station Improvements & LS #10 Electrical Improvements	Bypass of all flow to wet well, inspection of pipeline and cleaning to determine if line able, replacement of 16" piping if it cannot be lined	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 291,070.00	Feb-16	Jul-16
Lift Station 73 Palm Beach Lakes Blvd 8" Force Main Rehab	Bypass of all flow during sanitary sewer pipe repair, cleaning/lining of approximately 460 LF of 8" Sanitary Force Main Sewer Piping w/ Connections; restoration of roadway, curb and sod	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 125,678.00	Feb-16	Jul-16
Lift Station #5 Rehab	Install concrete coating on interior wall surfaces and overhead slabs exposed to wastewater	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 270,342.00	Jan-18	On Going
Dry Can Ladder Rehabilitation/Replacement	Removal and replacement of the dry can ladders, up to 20 feet in height, at four dry can stations throughout the city. Installation of anti slip ladder rung covers at eight dry can lift stations to prevent slipping and injury on existing ladders which cannot be replaced.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 27,190.00	Aug-17	Jan-18
Lift Station 5 Rehabilitation and risers	Add 8' HDPE Risers (3) with new pump base to 14' HDPE/DIP Flange adapters	City of West Palm Beach	Jay Kwag	(561) 822-2100	Ebonelli@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 22,251.00	Sep-17	Jan-18
WO#7 - Lift Station 24 Rehab	Rehab of LS# 24 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 77,461.00	Nov-17	Mar-18
Lift Station 91 Rehabilitation	Rehab of LS# 91 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 47,295.00	Feb-18	Jun-18
Storm Pump Station - WPBPD	Replacement of 3 pumps in existing pump station	City of West Palm Beach	Joe Thompson	(561) 822-2100	jthompson@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 62,283.00	Aug-18	On Going
WO #10 - LS 98 Rehab	Rehab of LS# 98 from the base plates through the FM connection, including a new true 3 valve bypass setup and wet well and valve vault coating	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 63,444.00	May-18	Sep-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS Nos. 114-123-125-132-148	Lift Stations Rehabilitations Nos. 114,123,125,132, AND 148 Rehabilitation of lift 5 lift stations. cleaned and lined, new fillets will be installed, a new lid and hatch will be installed, and two new submersible pumps will be installed in each of the wet wells, along with new electrical and instrumentation panels and equipment. The pump discharge will be piped to a new valve and bypass vault and connected to the existing sanitary sewer force main. Additionally, new fences and other surface improvements will be provided at all lift stations	City of Sunrise	Jimsheng Huo	(954) 888-6049	jhuo@sunrisefl.gov	1560 Sawgrass Corporate Parkway, Ste 240, Sunrise, FL 33323	\$ 2,385,880.00	Aug-18	On Going
Lift Station Rehabilitation A	Lift Station Rehabilitation; install the polyvinyl chloride (PVC) sewer pipe and fittings install, complete and ready for operation a duplex (or quadraplex) pumping station, including pumps, base elbows, guide rails and lifting cables, control panels and appurtenances	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 5,051,500.00	Jan-18	On Going
Generator Replacement	Generator Replacement for Marigold, East brook, Winterpark Estates, Indian Hills And Monterey	South Seminole & North Orange County Wastewater Transmission Authority	Stefano Cerliana	(407) 628-3419	scerliana@reisseng.com	410 Lake Howell Rd. Maitland, FL 32751	\$ 1,365,900.00	Aug-17	Sep-17
915 NE 3rd Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 361,515.00	Feb-18	Jun-18
3318 SE 6th Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 255,889.00	Nov-17	Mar-18
NE 30th & Coral Shores Drive	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 92,640.00	Jan-18	Feb-18
NW 21st Avenue - CCTV 54 inch	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 54,102.50	Apr-18	May-18
Birch Road TO#5	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 58,504.00	Jun-18	Jun-18
NE 9th Ave Drainage	Installation of new storm drainage system.	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 210,640.00	May-18	On Going
Stormwater Improvements at 908 Guava Isle (Q332093)	Removal and replacement of two catch basins, pipe replacement and pipe lining at 908 Guava Isle in order to alleviate flooding in the area. Construction to be completed 7 weeks after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 95,750.00	Jul-19	Mar-19
18 Compass Lane Stormwater Improvements	Removal and Replacement of and existing catch basin, replacement of approximately 42 LF of 12-inch RCP, CCTV of the full 12-inch RCP line, and all restoration. Construction to be completed 120 days after NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 27,926.00	Feb-19	Jun-19
Stormwater Improvements - 3200 NE 29 Street	Removal and replacement of a catch basin, 35 LF of 12-inch pipe, rehabilitation of an existing structure, CCTV lining of outfall and installation of wastop check valve construction is to be completed 90 days after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 61,142.00	Apr-19	Jun-19
Stormwater Drainage Improvements Employee Parking at Fleet SW 2 Ct, Ft Lauderdale, FL	Remove and Replace 15" pipe between Inlet #3 and MH #2, remove tree and root ball and remove and Replace 10 LF of 15" pipe between Inlet #1 and Inlet #2. Work to be complete within 90 days of issuance of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 19,655.00	Apr-19	Jul-19
Stormwater Improvements for 11906 NE 33 Avenue and NE 34th Street	Removal and replacement of one existing drainage inlet and 22 LF of existing 18-inch reinforced concrete pipe. Work Completed within 90 days after NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 23,405.00	Aug-19	
630 Isle of Palms Stormwater Operations Project	Removal of existing 12-inch drainage pipe and replacement with new solid 12-inch ADS drainage pipe, 2-45-inch bends and connection to existing pipe and box, and al restoration. Work to be completed within 90 days of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 13,340.00	Aug-19	
SW 21st Terrace Drainage Improvements	Regular Excavation and grading to form swale along NW 21st Terrace. Installation of 8 drainage catch basins and 15" RCP to connect the boxes. All roadway removal and restoration included. Construction will be complete within 120 days of NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 227,990.00	Oct-19	
Hector Park Stormwater Improvement Project	Installation of new drainage structures and exfiltration trench to reduce nuisance flooding in and around Hector Park in the Rio Vista Neighborhood. The works is to be completed within 210 days of NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 536,240.00	Oct-19	
Parking Lot Storm Drain Cleanout Phase 1	Cleaning, desilting and CCTV of the existing Storm Drainage Pipe. Construction will be completed within 30 days of NTP	City of Fort Lauderdale	Shiau Ching Low	(954) 828-3779		100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 2,400.00	Sep-19	
NE 31st Avenue Stormwater Improvements	Installation of new catch basins and tidal valves on NE 31st Ave and NE 20th Ct.	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 1,125,000.00	Nov-19	
11906 - 1405 SW 9th Avenue Drainage Improvements	CCTV and Cleaning of Existing outfall pipe to determine condition of pipe. Remove and replace pipe as required and then line the entire run of pipe. Includes tree, fence and other miscellaneous landscape removal and replacement.	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 1,625,000.00	NTP Pending	
ESU37 - Drainage Repair	Desilting of pipes, providing color video before and after improvements, sealing joints with internal joint seals and lining storm drains on various State Roads	Orange & Seminole	Eric Plantier	(407) 482-7847		N Franklin Street Suite 1400, Tampa, FL 33602	\$ 306,580.00	Nov-17	Jan-17
PBC Lift Station Cleaning	Cleaning and disposal of 250 lift stations per year; cleaned twice per year for 500 cleanings per year	Palm Beach County	Marva Brown	(561) 616-6800	mbrown@pcbgo.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 259,400.00	Nov-17	Nov-18
Meadow Croft CIPP	Sanitary Sewer Main lining of 642 LF of 10" CIPP	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgo.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 20,544.00	Mar-18	Apr-18
WO #14 537 Toccoa Road 16" & 24"	Remove and replace existing 36 LF of 16" and 80 LF of 24" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgo.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,045.81	Oct-17	Nov-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO # 15 726 Connestee Road	Remove and replace existing 36 LF of 16" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade. Asphalt by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 27,123.48	Dec-17	Jan-18
WO #23 Military Trail S of Lantana Road Kokomo Dr.	Drainage improvements and installation per project scope and drawing's	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,138.09	Nov-17	Aug-17
WO #24 Military Trail/Southbound at Kokomo - South	Remove and Replace approximately 30 LF of CMP with RCP across residential roadway.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 57,599.73	Dec-17	Apr-18
WO #25 Center St/200' East of Loxahatchee River Road CIPP	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 41,838.00	Dec-17	Apr-18
WO #26 Center Street West of N Hepburn Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 53,198.00	Nov-17	May-18
WO #27 Brian Way N of Saxon Blvd	Remove and Replace approximately 100 LF of CMP with 30" ADS across the roadway. Total road closure needed. Final restoration by others. No canal grading or reshaping included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 69,300.00	Nov-17	Jan-18
WO #28 1069 Edgehill Road	Remove and replace approximately 40 LF Approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,700.00	Apr-18	Jun-18
WO #29 Flamango Lake Dr/Flamango Ct. E and Flamango Ct. W	Remove and replace approximately 240 LF approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 97,300.00	Jan-18	May-18
WO #30 Limestone Creek Road and Palm Garden St.	Perform rehabilitation to designated storm drain junction box and asphalt patch.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 30,825.00	Apr-18	May-18
WO #31 Military Trail and 61st St	Perform necessary repairs to existing abandoned storm line and/or pipe crossing	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 46,600.00	Feb-18	Jun-18
WO #32 Lawrence Rd at LWDD L-17 Canal	Drainage Improvements and Headwall Installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 579,835.19	Jun-18	Oct-18
WO#33 3261 Atlantic Rd	Drainage improvements installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 48,300.00	Apr-18	Jun-18
19598 Trails End Ter	Remove and Replace approximately 300 LF approx. of CMP with 18"ADS at two different locations	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 72,900.00	May-18	Jun-18
WO#35 19506 Trails End Terr (#2)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,950.00	May-18	Jun-18
WO#36 19582 Trails End Terr (#3)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,950.00	May-18	Jun-18
WO#37 19637 ReD Maple Rd (#5)	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,300.00	On Hold	On Hold
WO#39 19650 Red Maple Rd	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS per scope. Limits of	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 22,975.00	May-18	Oct-18
WO #40 Loxahatchee River Road Storm Pipe Repalcement - Phase 1	Drainage Improvements Installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 216 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 79,950.00	Mar-19	Jun-19
WO #41 Loxahatchee River Road Storm Pipe Repalcement - Phase 2	Drainage improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 305 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 94,800.00	Mar-19	Jun-19
WO #43 6126 Woodlake Rd - Drainage Repairs	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS, remove and replace approx.. 13'x13' concrete driveway and restoration of area.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 40,500.00	May-18	Nov-18
WO #44 6633 Woodlake Rd	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS, 1 new concrete structure	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 47,500.00	Sep-18	Oct-18
WO #45 Lawrence Rd @ Hypoluxo Road Drainage Improvements 66" and 24"	Drainage improvements at Hypoluxo Rd and Lawrence Rd SW corner.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 396,200.00	Aug-18	Mar-19
WO #46 Lawrence Rd at Santaluces School	Drainage improvements. Restoration by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 78,500.00	Aug-18	Nov-18
WO #47 Indiantown Road - East of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 44,350.00	Aug-18	Nov-18
WO #48 Indiantown Road - West of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 76,380.00	Aug-18	Nov-18
WO #49 6528 Woodlake Rd	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,650.00	Aug-18	Nov-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #50 6662 Lawrence Wood Ct. - Drainage Repair	Replace 2 pipes - south 24-inch and west 12-inch pipe, brick up top 7"-8" and cut out 30'x30' asphalt repair	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 57,525.00	Oct-18	Jan-19
WO #51 East Side of 4322 Diamond Rd - Mediterranean	Remove and Replace approximately 40 LF approx. of CMP with 24"ADS , concrete collar, remove and reinstall fence, match rip rap on North side of bank, AT&T to relocate Line near fence , 10' deep excavation and restoration Rip Rap to be installed from Tip to Toe of canal, no cleaning of canal past limit of constructions.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,600.00	Oct-18	Nov-18
WO #52 6464 Woodlake Road - Drainage Repairs	Remove and Replace approximately 15 LF approx. of CMP with 24"ADS per scope and restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,525.00	Oct-18	Nov-18
WO #53 104 Foxwood Dr WPB Fl	Remove and Replace approximately 200 LF of CMP with 36"ADS at inlet boxes into the canal.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,000.00	Jan-19	Feb-19
WO #54 Willow Pond Road @ Willow Pond Court - Drainage Repairs	Remove and Replace approximately 212 LF of CMP with 18" HDPE per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 94,900.00	Jan-19	Jun-19
WO #55 Pinehurst Drive and 10th Avenue North	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 24" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 39,155.00	Jan-19	Feb-19
WO #56 Center and 52nd Way, Jupiter	TV line from basin to basin. Include clean and Pre tv inspection. TV will be delivered to PBC after completion of Pre Tv. Additional work may follow after inspection of pipe under Center St.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 9,100.00	Feb-19	Mar-19
WO #57 Toney Penna Drive & Central Boulevard	Remove and Replace approximately 1-2 Joints of pipe. Explore excavation at sink hole and repair as directed by inspector onsite.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 4,470.00	Jun-19	Jun-19
WO #58 Toney Penna Dr. & Bush Rd.	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Install new R&C at MH and properly seal with concrete and Refratta inside of MH. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 21,600.00	Feb-19	Feb-19
WO #59 Kingston Drive Drainage Pipe and Headwall Repairs	Drainage Improvements and Installation per project scope. 2 shots of Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. Does not include Canal Dredging	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,850.00	Apr-19	Jun-19
WO #60 Central Blvd from Jupiter Park Drive to 100' south of Toney Penna Drive	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 605,000.00	Jul-19	Aug-19
WO #61 7479 Central Industrial Drive @ Byron Drive	Excavate area 9' Deep / 42" pipe failure, pour concrete 48" collar on first joint to the North.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 7,832.56	Jul-19	Jul-19
WO #62 Orchard Way and Woodbine Road	Cipp Lining 24" and 36" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. Replacement of 2 grates and Refratta both boxes, fill dirt around sink hole, compaction and concrete sidewalk replacement.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 69,681.00	May-19	Jun-19
WO #63 Davis Rd. & Berkshire	Remove and Replace approximately 45 LF of RCP with 18"ADS. Asphalt and site restoration included. (Existing pipe has separated and sinkhole is appearing in the road)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,125.00	Jul-19	Jul-19
WO #64 155th Pl and 70th Trail (Palm Beach County Estates)	Remove and Replace approximately 60 LF approx. of CMP with 18"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 32,275.00	Aug-19	Aug-19
WO #65 904 Flamango Dr	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 18" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,025.00	Jul-19	Sep-19
WO #66 Jog Rd Shoppes of Woolbright	Remove and Replace approximately 60 LF of collapsed pipe and install new 18"RCP. Remove and haul away approx.. 17 flags of concrete sidewalk and approx. 5' of curb on either side of each box. Dewater included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 35,875.00	Jun-19	Jul-19
WO #68 Orleans Ct - South of Belvedere Road and West of Military Trail Emergency 24" ADS	Remove and Replace approximately 24 LF of CMP with 24" ADS and pour concrete collar at both pipe connection. This pipe was in need to be removed due to leaking joints and emergency job with PBCWUD while doing a sewer repair under this storm pipe.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 9,800.00	Aug-19	Oct-19
WO #69 Lox River Rd	Excavate approximately 50 LF of existing ADS and pour two concrete collars around Bell end of pipe to eliminate pipe from floating. Including pipe excavation, compaction, asphalt, and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 16,500.00	Sep-19	Oct-19
WO #70 5718 Souchak Dr Headwall repair	Remove and Replace approximately 20 LF of CMP with 24" ADS from broken pipe to headwall. Pour concrete collar at pipe connection. Existing Headwall is to remain. Camera existing line after pipe replacement to assess the condition from Box on Souchek to Headwall. Rock rubble around headwall 5' each side of Bank. No dredging of canal included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 28,800.00	Oct-19	
WO #71 Congress Ave N of Blue Heron on W 26th St. west side of road	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Properly seal with chemical grout or concrete. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,400.00	Oct-19	
WO #73 Foxwood Circle	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 79,504.00	Oct-19	
WO #74 Roebuck Rd and Rocking Horse Rd	Drainage Improvements and Installation per project scope. Includes 1 Top Removal and cutting of RCP pipe in the North box. Cipp Lining 21"x14 elliptical, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 39,575.00	Oct-19	
Charleston Shores blvd South of Lauden	Remove and Replace approximately 60 LF approx. of CMP with 24"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,775.00	Dec-19	
Charleston Shores blvd South of Heathley	Remove and Replace approximately 60 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,775.00	Dec-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
4354 Maleleuca	excavate to affected area and pour concrete collar over broken pipe, replavement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 28,500.00	Dec-19	
Maleleuca and Dell	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 29,625.00	Dec-19	
Lantana and Military Trail. (S.E. Corner)	Excavate two affected areas of 72" drainage failure, SE corner of intersection and other just east of Military Trl on East bound lane, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. Refratta box at intersection after pipe is repaired. No striping of road or PBC permits required.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 71,830.00	Dec-19	
10087 Trailwood	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 58,996.60	Dec-19	
6867 Hatteras Dr	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,850.00	Feb-20	
6663 Hatteras DR	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,850.00	Feb-20	
4679 Brooks Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 54,639.58	Jan-20	
Maleleuca and Letho Ln	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 32,450.00	Jan-20	
Maleleuca and 40th s (West and East of 40th)	Excavate to two affected areas, West and East of 40th way, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 56,900.00	Jan-20	
Balmoral Blvd.	Drainage improvements including the removal of broken CMP and installation of new ADS joints at each end of the canal. Installation of rip rap around new pipe. Pipe Cleaning, Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 95,636.45	Jan-20	
3861 Barkis Ave.	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 55,784.15	Jan-20	
Lift Stations Rehab - Proj B	Rehabilitation of 28 lift stations	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,221,409.50	Aug-18	On Going
Palm Beach Lakes Blvd Sewer Lining	The Services and materials to be provided under this Work Order consist of cleaning, CCTV and C.I.P.P. lining of existing 8" VCP pipe, 1,415 LF	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 124,929.00	Dec-15	
Rosemary Ave Large Dia. Sewer Pipe Lining	Bypass of all flow during sanitary sewer pipe repair, Cleaning/Lining of approximately 2040 LF of 30" sanitary Sewer piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 281,475.00	Feb-16	
Shenandoah Emergency CIPP	Bypass of all flow during sanitary sewer pipe repair, Cleaning/Lining of approximately 2090 LF of 8" and 18" of sanitary and sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 161,125.00	Completed in 2016	
Congress & Australian	Cleaning/Lining of approximately 400 LF of 8" and 304 LF of 36" Sanitary Sewer Piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 70,935.00	Aug-16	May-18
Spruce Avenue -WO# 04	Cleaning/Lining of approximately 4,079 LF of 18"-36" Storm Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 290,385.00	Jan-18	May-18
Avila & Grandview & Park WO#5	Cleaning/CCTV of approximately 2,468 LF of 8"-30", CIPP of approximately 2,468 LF of Sanitary Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 280,183.00	Jul-18	Nov-18
Sanitary Sewer Storm Pilot-WO#	Provide new water service connections to the parcels included in the pilot project	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 56,004.25	Jun-18	Aug-18
Spruce Ave-47th and 53rd WO#8	Cleaning/CCTV of approximately 436 LF of 18"-24", CIPP approximately 436 LF of storm sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 36,920.00	Jul-18	Oct-18
Henrietta Avenue Phase I CIPP Lining	Cleaning/CCTV of approximately 348 LF of 10", CIPP of approximately 348 LF of Sanitary Sewer Piping on N. Flagler & 23rd Street	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 13,766.00	Oct-18	Jan-19
Henrietta ave. Phase 2 Sanitary Sewer (9th St. to PBL Blvd.)	8-inch CIPP Lining with lateral lining CCTV & cleaning	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 97,298.00	Aug-19	Sep-19
Sophia Drive Phase 1 CIPP Lining	Cleaning/CCTV of approximately 430 LF of 8-inch, CIPP of approximately 4350 LF Sanitary sewer piping on Sophia drive, Cleaning/CIPP/CCTV of 4-inch - 6-inch lateral from 8"-12" main including first 3 LF of lateral, CIPP lining of 4"-6" laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 81,890.00	Sep-19	
Gaines Park Sanitary Sewer & Water	Install new sanitary cleanout, two manholes, 62 LF of 6" PVC piping and relocate water Lines as needed	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 49,390.00	Feb-15	Apr-15
PCCP Force Main Assessment	Installation of Line Stop equipment on 24" FM, Installation of Tapping saddle and valve on the 24" main for pipe diver insertion,	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 183,843.15	Jun-15	Aug-15
20-inch WM Valve Removal - Georgia Ave at Hampton Road	Bypass of all flow during sanitary pipe repair. Cleaning/Lining of approximately 2,090 LF of 8" and 18" Sanitary Sewer Piping associated laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 72,216.52	Jul-15	Aug-15

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Palm Beach Lakes Force Main; Emergency	Repair of force main	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 111,054.00	Aug-15	Aug-15
Shenandoah Emergency Gravity Sewer Repair	Replacement of 60 LF of 24" PVC pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 386,630.00	Feb-16	Mar-16
Executive Drive Outfall Repair	Replacement of pipe, including slip lining of section of existing CMP	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 265,839.00	Sep-16	Feb-17
16th St Storm Water Drainage Replacement	Removal of existing VCP Pipe, installation of new RCP pipe, Installation of 2 9.5' deep mainline manholes, installation of 4 9.5' deep storm water curb inlets	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 180,580.00	Apr-17	Jul-17
16th St Water Main	Removal and replacement of approximately 440 LF of 8" water main, including all fittings and all necessary connections	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 239,070.00	May-17	Sep-17
Pinewood Stormwater Replace	Replacement of storm sewer pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 239,070.00	Sep-17	Jul-18
10-24" FM ARV Replacements	Replacement of two ARV manholes on 24" force main.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 261,510.00	Jan-19	Jun-19
SW Rehab on Pinewood 23rd St. and 36th St.	Replacement of storm sewer pipe in different locations along pinewood ave. in West Palm Beach	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 149,770.00	Mar-19	Nov-19
Century Village and Westgate	Inspection and rehabilitation of approximately 77,000 linear feet of gravity sewer lines and 475 manholes, Gravity sewer system services lift stations 348-352, 391, 5044, 5243 - 54 Segments of gravity sewer from terminal manhole to wet well to be lined.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,000,651.30	Sep-17	Jul-18
Aletha Manor	18" CIPP lining & Cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 24,964.00	Mar-17	May-17
CR 218 Middleburg	Furnish & Install 24" CIPP Lining, 24" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 47,952.00	Mar-18	Aug-18
Camp Lane 1159	Furnish & Install 26" CIPP Lining, 36" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 29,298.00	Sep-19	Dec-19
CR220/Angora Bay 30" Lining	Furnish and Install 664 LF of 30" CIPP Liner	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 70,634.00	Apr-19	Jun-19
Between 3157 & 3161 Silverado Circle GCS, FL	Furnish and install 167 LF of 15-inch CIPP Lining	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 27,900.00	Jul-19	Jan-20
County Road 15A WO 171210	CIPP lining and pipe cleaning for CR 15A	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 89,700.00	Dec-19	Feb-20
Sanitary Sewer & Manholes	Repair or cure-in-place (CIP) lining of sections of gravity sewer pipes and relocation of fire hydrants and water mains	City of Clearwater	Rose Lara	(727) 224-7062	rose.lara@myClearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	\$ 2,666,550.00	Feb-15	Feb-17
WUD 16-027-2017 Telemetry	WUD 16-027-2017 Telemetry	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,196,008.00	Jun-17	May-18
Palm Beach Cnty Lining 17-016	Inspection of gravity main lines and manholes. Rehabilitation of 29,971 LF of gravity main lines. Post inspection reports for all rehabilitated assets	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6248	pphonpornwithoon@pcbwater.com	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 1,040,134.00	Apr-17	Sep-17
E1Q95-RO Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 97,800.00	May-17	
US 27 Sebring	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 54,433.20	Feb-18	Jul-18
Desoto, Glades, Hardee, Hendry & Highlands Counties Side Drain Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 13,041.90	Mar-19	Aug-18
E4S32-RO - NPDES MARTIN	Remove and dispose of materials and or blockage inside of a pipe, box culvert or other part of the storm drainage system to provide maximum drainage capacity of the departments storm water system	Florida Department of Transportation	Maria Velarde	(954) 777-4084	mickey.kelly@dot.state.fl.us	3400 W Commercial Blvd. Fort Lauderdale, FL 33309	\$ 130,000.00	Apr-17	Feb-19
Lift Station Rehabilitation Continuing Construction Contract: Priority 1 WA# 1	provide construction services for various general activities on Lift Stations 203, 218, 325, 607, 957, 4113, 4150, 4153, 4217, 4228 including rehabilitation of piping, electrical and corrosion barrier system	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,916,423.39	Jun-15	Feb-16
Lift Station Rehabilitation Continuing Construction Contract: Priority 2 WA# 2	Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnette@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,877,743.48	Dec-15	Sep-16
Strategic Lift Station 8101 Electrical Improvements WA#3	Electrical upgrades to LS 8101, Inclusive of bypass pumping, new FPL service installation, removal of overhead service, installation of new ancillary junction box, separate RTU, new antenna, and quadruplex control panel to design specifications with soft starters	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 149,140.00	Mar-16	Jun-16
Lift Station Rehabilitation Priority 3	Lift station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,783,205.71	Jun-16	Apr-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station Rehabilitation Continuing Construction Contract (Priority #4)	Contractor shall perform the engineering Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,734,155.45	Jun-16	Apr-17
Century Village Grout Abandonment	Deactivation, flush and grouting of existing pipe up to 8" maintenance of traffic; record drawings and preconstruction video	Palm Beach County WUD	Andre McBarne	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 8,862.19	May-16	Jun-16
Gravity Sewer Pipe Replacement at Lift Station 8218	Replacement of approximately 215 LF of 8" lined pipe with new 8" PVC pipe, from manhole 13 - 14	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 62,660.00	Mar-17	Aug-17
16-Inch Reclaimed Water to Seminole Improvement District M2	modifications of piping within existing vaults	Palm Beach County WUD	Andre McBarne	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 75,201.00	May-17	Nov-17
Electrical Improvements LS 1043	Electrical Improvements and installation of an automatic transfer switch adding a fuse disconnect and electrical service at LS 1043	Palm Beach County WUD	Vince Riccobono	(561) 493-6000	vmriccobono@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 57,197.75	Feb-18	On Going
Glades Lift Station Rehabilitation & Improvements to Lift Station 8148	Improvements to LS 8148, include valve vault demolition, new piping and valves, new pumps, control panel and appurtenances, along with site restoration and new fencing	Palm Beach County WUD	Andre McBarne	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 243,713.45	Aug-18	Nov-18
Belle Glade Gravity Main Improvements on SW 5th St.	Installation of approximately 170 LF of 8" PVC gravity sewer and 2 manholes	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 75,701.33	Jun-18	Aug-18
Gravity Sewer Replacement - SW 3rd St	Replacement of approximately 250 LF of 8" clay with PVC gravity sewer piping	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 118,420.15	Jun-18	Oct-18
Water Treatment Plant 8 Sanitary Sewer Improvements - WA #13	Installation of three new manholes and rerouting of 10" gravity sewer pipe, including removal of existing gravity sewer and all restoration.	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 55,695.21	Dec-18	Feb-19
Gravity Sewer Replacement Lift Station 8116	Replacement of approximately 1,100 LF of 8" PVC gravity sewer main, including all lateral connections and replacement of all manholes, bypass pumping, asphalt roadway replacement and restoration work	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 342,028.37	Sep-18	Jun-19
Red Road Emergency Repair	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 44,362.50	Mar-18	Apr-18
SW 100th Avenue - Emergency	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 24,600.00	Apr-18	May-18
Miramar Pkwy & Sykes FM Emergency Job	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 41,800.00	Jul-18	Aug-18
10" Force main Repair on Miramar Parkway and SW 69th Way	10" Force main Repair on Miramar Parkway and SW 69th Way	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 49,950.00	Jul-18	Aug-18
8" Reuse Main Repair on Miramar Parkway and Red Road	8" Reuse Main Repair on Miramar Parkway and Red Road	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 34,300.00	Jul-18	Aug-18
Homestead I & I	Wastewater collection system rehab	City of Homestead	Antonio J Torres	(305) 443-4549	Atorres@hazenandsawyer.com	450 SE 6th Avenue, Homestead, FL 33030	\$ 492,050.00	Apr-18	
Coral Shores 5-Locations	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 213,100.00	Nov-17	
110 39th St Ct NW	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 14,640.00	Dec-17	
201 Mangellan	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 11,656.25	Dec-17	
CR 675	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 16,145.00	Dec-17	
Flamingo Cay	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 206,225.50	Nov-18	
10104 Sandpiper Road East-Section 2	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 357,519.75	Jun-19	
Polk County - CIPP	CIPP Installations	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 183,125.00	Apr-17	Feb-18
8 - Locations - Polk 17-326	CIPP lining: 80 LF of 15", 1,043 LF of 18", 326 LF of 30", 182 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 251,918.00	Oct-18	
Asherwoods, Avon Park Cutoff, Birch, Lark, Longwood, Oak, Lake Lulu	CIPP lining: 715 LF of 18"; 47 LF of 24"; 45 LF of 30"; 295 LF of 36" & 166 LF of 60"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 224,915.00	Oct-19	Nov-18
Lake Marion, Laynewade, The Pines, Forestgreen	CIPP Lining: 78 LF of 15"; 397 LF of 18"; 1,029 LF of 24", 970 LF of 36"; 146 LF of 42" & 120 LF of 48"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 343,885.00	Mar-19	
Hickory Stream Lane, Lakeview Dr., Sagewood Dr, Shadow Wood Ct, Pipkin, Waring Rd, Mt. Olive	CIPP lining: 85 LF of 15"; 333 LF of 18"; 55 LF of 48" & 337 LF of 54"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 219,200.00	Mar-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Bridgers Ave, Country Club Rd., Crescent Lake Dr., Hunters Run, Jaybee Ave, King Ave., Lazy Lake, Oak Square, Pine St., Pine Valley, Robin Rd, Ryan Rd., Split Creek, Imperial Lakes, Heather Glynn	CIPP lining: 880 LF of 18"; 1,350 LF of 24"; 505 LF of 30"; 164 LF of 36" & 730 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 523,315.00	Jul-19	
SW Infrastructure Main/Repair	Storm water infrastructure maintenance and repair services to the City's several premises and locations	Palm Beach Gardens	Daniel Widdick	(561) 804-7044	dwiddick@pbgfl.com	10500 North Military Trail, Palm Beach Gardens, FL 33410	\$ 1,027,255.00	Mar-16	Mar-26
Vactor Cleaning of Wet Well	Vactor Cleaning of Wet Well	Solid Waste Authority	Mona McBride	(561) 640-4000	Mmcbride@swa.org	7501 North Jog Road, West Palm Beach, FL 33412	\$ 99,621.50	Jan-16	
Pipe Lining - Charlotte 01	Light cleaning 16"-42" Storm pipe & 16"-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 358,785.10	Jan-18	Mar-18
Pipe Lining - Charlotte 02	Light cleaning 16"-42" Storm pipe & 15"-60" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 16,000.00	Feb-18	
Pipe Lining - Charlotte 03	Light cleaning 16"-42" Storm pipe & 15"-42" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 264,042.90	Mar-18	
Pipe Lining - Charlotte 04	Light cleaning 16"-42", Medium Cleaning, 42" or Greater & 15"-48" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 214,205.98	Jun-18	
Pipe Lining - Charlotte 05	Pipe lining & CCTV	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 96,730.00	Feb-18	
Pipe Lining - Charlotte 06	Heavy Cleaning 30-42" & 42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 64,306.00	Aug-18	
Pipe Lining - Charlotte 07	Drainage pipe RV inspection and cleaning of various pipes in Gardens of Guld Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 90,000.00	Aug-18	
Pipe Lining - Charlotte 08	Light Cleaning, "16-29", & 15" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 20,112.00	Oct-18	
Pipe Lining - Charlotte 09	Medium Cleaning, 42" or greater & 60" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 237,478.30	Oct-18	
Pipe Lining - Charlotte 10	Light Cleaning 16"-29", Medium cleaning 30"-42" & 15"-30" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 63,034.33	Jan-19	
Pipe Lining - Charlotte 11	15" - 24" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 300,608.26	Jan-19	
Pipe Lining - Charlotte 12	Light cleaning 16"-42" Storm pipe & 18"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 86,124.00	Jan-19	
Pipe Lining - Charlotte 13	18" - 30" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 123,623.00	Jan-19	
Pipe Lining - Charlotte 14	12-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 63,298.00	May-19	
Pipe Lining - Charlotte 15	Light cleaning 16"-29" Storm pipe & 15"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 80,085.00	Apr-19	
Pipe Lining - Charlotte 16	Light Cleaning, "16-29", Medium Cleaning, "30"-42", Heavy Cleaning-42" or Greater, 18-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 47,473.00	May-19	
Pipe Lining - Charlotte 17	Light Cleaning 16"-29", Medium Cleaning, 30-42" or greater & 15-42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 145,591.60	May-19	
Gardens of Gulf Cove- Englewood-FDOT SEWERS	Heavy Cleaning-42" or Greater, Frontage Pipe McCall Rd at Gardens of Gulf Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 18,500.00	Apr-19	
Pipe Lining - Charlotte 19	Medium Cleaning, 16"-29", Heavy Cleaning, "30"-42", 24"-42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 340,717.59	Aug-19	
Pipe Lining - Charlotte 21	PO PENDING	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlott.efl.com	18500 Murdock Circle, Port Charlotte, FL 33948	PO PENDING	PO PENDING	
Sanitary Sewer Remediation	Cleaning and internally lining the existing vitrified clay sanitary sewer gravity collection system. Cured-in Place Pipe (CIPP) system. The liner system consists of a heat-activated resin-impregnated fabric pipe system. Once cured, the CIPP system will provide a continuous rigid pipe system between manholes. Individual services are to be cut out and sealed to the main line to minimize infiltration around the connections.	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Cape Coral - PO# 46977 LS Basin 305	8-10" pipe cleaning & 9,036 LF of 8" & 2,090 LF of 10" pipe lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 355,750.00	Feb-18	
Cape Coral - PO# 47850	8" pipe cleaning & 3,536 LF of 8" CIPP Lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 111,940.00	Apr-18	
Cape Coral - PO# 48056	8" pipe cleaning & 233 LF of 8" CIPP lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 7,352.50	Apr-18	
Progreso Village Stormwater	Annual stormwater infrastructure cleaning contract	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below
Stormwater Infrastructure Cleaning and Maintenance	Disposal of Contaminated Liquids	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 31,103.00	Aug-17	
GTL Deepwell Site Stormwater System Cleaning	Cleaning of 3050 LF of 3"-30" stormwater pipes	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 14,900.00	Feb-18	
Removal of Compacted Debris Within the Basin and Pipes	Removal of compacted debris within the basin and pipes - CCTV & cleaning of 2450 Stormwater pipes 19"-30"	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 13,800.00	Feb-18	
Stormwater Mtce Carter Park		City of Fort Lauderdale	Sabine Joseph	(954) 828-5239	sjoseph@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 11,800.00	May-18	
Clean Pipes & Catch Basins		City of Fort Lauderdale	Cathy Green	(954) 828-5239	cgreen@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 7,000.00	Jun-18	
Clean Various Storm Sewers on SW 4th Ave from SR 84 to I-595		City of Fort Lauderdale	Elkin Diaz	(954) 828-5239	Ediaz@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 21,171.00	Aug-18	Feb-19
Clean Various Storm Sewer & Basins on Riverland Road		City of Fort Lauderdale	Marie Pierce	(954) 828-5239	mpierce@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,936.00	Nov-18	Apr-19
Storm Sewers and Basins for Peele Dixie		City of Fort Lauderdale	Cesar Alza	(954) 828-5239	calza@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 8,200.00	Aug-19	
Storm Water Pipe Clean-Up		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	ldadilvia@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,970.00	Nov-19	Oct-19
Fire Station #29		City of Fort Lauderdale	Alexandra Rampy	(954) 828-5239	lplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 2,650.00	Nov-19	
DSD One Stop Stormwater system Cleaning		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	lplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,970.00	Nov-19	
Point Repair - Lauderdale	Maintenance, repair and improvements to water and sewer infrastructure throughout the City	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderdale-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 43,500.00	Jan-18	
NW 50th & NW 22 Pt Repair	Point Repairs on NW 50th Ave & NW 22nd St.	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderdale-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 25,600.00	Aug-18	
Lift Station # 54	Lift Station # 54	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 11,700.00	Oct-19	Dec-17
Lauderdale By The Sea CIPP2017	Gravity sewer system condition assessment and renewal and replacement I & I	Lauderdale by the Sea	Don Prince	(954) 973-9700	donp@lauderdalebythesea-fl.gov	125 SE 5th Court, Deerfield Beach, FL 33441	\$ 215,000.00	May-17	Sep-17
Sanitary Sewer Lateral-Emerg	Sanitary Sewer lateral repair 15' deep	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 95,000.00	Oct-17	Jan-18
Cypress Lake III- HOA	Cypress Lake III- HOA	Palm Beach County	Mike Brauchle	(561) 355-2912	mikebrauchle@gmail.com	3445 Cypress Trail, West Palm Beach, FL 33417	\$ 124,320.00		
Hagen Airline		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Nov-17	Nov-17
Hagen Various Valves	Hagen Various Valves	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Dec-17	
Hagen #3		Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 9,742.00	Dec-17	Jan-18
LS 8146 Canal Bank		Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6000	pphonpornwithoon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 73,646.00	Dec-17	Jan-18
Winikoff Point Repair	Excavation, exposure and repair of 36" PCCP forcemain with unknown break. Repair to be performed by Thompson Pipe Group. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 94,365.00	Feb-18	Feb-18
Hagen Flow Meter Piping - Building 1		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Jan-18	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hagen Flow Meter Piping - Building 2		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Jan-18	
SW 3rd St - 24in Valve Replace	Excavation, exposure and replacement of 24" Water Main Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 22,420.00	Mar-18	Apr-18
Atlantic Emergency 14 FM Valve	Excavation, exposure and removal of 14" FM Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,080.00	Mar-18	Mar-18
Winikoff 2nd Repair	Thompson Pipe Group if needed and Valve repair to be done by Valve manufacturer once discovered. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 37,150.00	Feb-18	Mar-18
Southern & Arden Emergency	Excavation, exposure and repair of 18" C900 PVC FM which ruptured, at approximately 10' depth.	Palm Beach County WUD	Conrad Thirbenny	(561) 493-6000	cthirbenny@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,550.00	Mar-18	Apr-18
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	David Guerrero	(561) 493-6000	dguerrero@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,925.00	Nov-18	Dec-18
Turnpike and Roebuck Rd	Repair of Damaged 16" Water Main that was hit by and HDD Contractor	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 97,600.00	Oct-18	Oct-18
WAM 14" Inside Sludge Pump Station 2 Lower Level		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Feb-19	Feb-19
WAM 24" ETPS - Outside		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Feb-19	Feb-19
Belle Glade Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 11,685.00	Feb-19	Apr-19
Haverhill Rd & Roebuck Rd.	Emergency Watermain Break at Haverhill and Roebuck Rd - Saturday	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 36,508.00	Mar-19	Apr-19
S. Military Trail South of Sunny Lane Ave	Repair the Force Main running East to West across Military Trail South of Sunny Lane Avenue. Removal of existing failed force main from existing casing and installation of new force main piping in existing casing	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 70,904.00	Apr-19	Jun-19
Belle Glade Waste Water Plant	Clean, Sandblast and Coat Grit Separator Tanks	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 17,605.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 12" (AB4 A)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,393.76	Apr-19	Jul-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jun-19	Jul-19
L-38 WM Aerial Crossing Repair	Repair of Damaged 18" Aerial WM Which blew out at edge of canal bank. Repair includes rip rap on only one side of canal, only on water main, no dredging included. Sod for golf course property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 119,450.00	May-19	Aug-19
L-38 WM Aerial Crossing Repair (North Side)	Repair of Damaged 18" Aerial Water Main and Force Main Crossing on the North side. Repair includes rip rap on only North side of canal, no dredging included. Restoration for property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 123,550.00	May-19	Aug-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jul-19	Sep-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jul-19	Sep-19
LS 151 Gravity Repair	Remove and replace approximately 33 LF of 8" gravity sewer 11' deep in front of LS 151 on Orleans Ct. Line Remaining 8" influent gravity from terminal MH to Wet Well to be CIPP Lined	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 67,600.00	Aug-19	Sep-19
Sanitary Sewer - Mulberry	Manhole rehabilitation including installation of 580 VF of CIP or Spray Manhole Liner (poly-liner or equal) in 102 manholes Point Repairs of 24 existing sanitary sewer lines; By-pass pumping; Bench repair; Chimney seal manholes; Replacement of manholes; Installation of cured-in-place-pipe;	City of Mulberry	Roger Homann	(863) 425-1125	Rholmann@cityofmulberryfl.com	104 South Church Ave, Mulberry, FL 33860	\$ 4,912,591.00	Mar-18	Nov-19
Manhole Rehabilitation	Manhole Rehabilitation	Fort Pierce Utilities Authority	Mark Kobbe	(772) 466-1600	mkobbe@fpua.com	PO BOX 3191 FORT PIERCE, FL 34948-3191	\$ 186,292.44	May-17	
Lift Station # 38	Lift Station # 38	City of Bradenton	Kim Clayback	941.708.6300 x224	Kim.Clayback@cityofbradenton.com	1411 9th St W Bradenton, FL 34205	\$ 29,860.00	Nov-17	
Rehab 8 Lift Stations	Rehab 8 Lift Stations	City of Altamonte Springs	Karen McCullen	(407) 571-8639	KMcCullen@altamonte.org	968 Keller Road, Altamonte Springs, FL 32714	\$ 491,037.50	Dec-17	Sep-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hibiscus & Baynon	Provide pipe cleaning , CCTV and dewatering	City of Delray Beach	Jeffery Needle	(561) 243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 90,000.00	Mar-18	Mar-18
Park Avenue	Clean, TV and Cipp Line 30" RCP Pipe under Park Avenue	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 63,123.00	Jan-18	Feb-18
Storm Water Video Inspections	Video inspection and documentation of storm water basin 3	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 46,006.64	Mar-18	May-18
Cypress Drive 60" CCTV	Confined Space Entry and Televis 60" Storm Line	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 107,360.00	Jun-18	Aug-18
Lift Station 57 and 66	Gravity sewer main cleaning & CCTV, Installation of 5,517 LF of 8" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 174,673.81		
Cleaning, TV & Lining Services		City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 193,294.56	Feb-18	
Lift Station 065 Main Lining PO #48742	Gravity sewer main cleaning and TV inspections, install 8", 10" & 12" CIPP Liner	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 454,093.51	Sep-18	Jan-19
Manhole Rehabilitation Services	Repair sewer manholes	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 63,398.93	Nov-19	Dec-19
Penn Park Main Lining	Main line cleaning, TV inspection & lining services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 273,866.95	Dec-18	Oct-19
Jupiter Harbor - LS #97 Basin	Clean Tv and Line all 8" clay lines within the LS #97 basin, in the Jupiter Harbor Community	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 67,672.96	Oct-19	Oct-19
Lift Station #58 - Main Lining Services	Cleaning, Televising & lining of 415 LF of 8" CIPP, 590 LF of 15" CIPP	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 38,600.33	Jun-19	Oct-19
LRD-Jupiter-MH Rehab #2	Manhole rehabilitative services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 90,000.00	Oct-19	Oct-19
Lift Station #001 - Main Lining Services @ Circle West Road	Gravity sewer main cleaning & TV inspections 6" - 12", install 10" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 13,340.00	Aug-19	
Repairs to existing 42" storm drain at PBIA	Drainage Repairs and replacement of one section of 42" pipe in the parking lot at PBIA. Separate pricing to line pipe after repair to prevent future failures will also be provided.	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 48,100.00	DO Pending	
PBIA Airport Parking Lot	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,371.00	DO Pending	
PBIA Airport Parking Lot	Drainage repair in employee parking lot. Removal and replacement of approx. 360 LF of 38"x24" elliptical pipe and restoration	Palm Beach County	Matt Taylor	(561) 616-6800	mtaylor@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 67,200.00	Oct-19	Nov-19
MH and LS Rehabilitation	Rehabilitation to manholes in Sebring	City of Sebring	Jim Jackson	(561) 640-3503		454 North Franklin, Sebring, FL 33870	\$ 54,012.16	Feb-18	
Lift Station 73 & 88 Rehabilitation	Rehabilitation of two wastewater lift stations	City of West Palm Beach	Luis Perez	(561) 822-2100	lperez@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 432,715.82	May-19	
FPUA 20 MH's	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	\$ 74,649.72	Dec-18	
FPUA 5 MH's End of Fiscal 19	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	\$ 28,627.26	Aug-19	
Canoe Creek Subdivision Drainage	Approx. 420 LF of 15" - 24" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 99,764.00	Jul-18	Sep-18
Infrastructure Construction - Delmar St 36in	SE Delmar Street Pipe Replacement - 36in RCP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 54,915.00	Aug-19	Aug-19
Infrastructure Construction - SE Lanham Exfiltration	SE Lanham St - 18" Exfiltration Trench	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 37,280.00	Aug-18	Jan-19
SE Indian Street CIPP	180 LF of 48 CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 52,980.00	Oct-18	
Gomez and Soundings CIPP	108 LF of 30" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 13,500.00	Oct-18	
Palm Lake Park Neighborhood Drainage	1200 LF of 28"-42" CIPP lining, installation of 18"-48" RCP, removal and replacement of structures including headwall, driveways and drain structures, televising of pipe	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 1,075,076.00	May-18	Jun-19
Sugar Hill Outfall	470 LF of 24" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 49,290.00	Dec-18	
NE Jensen Beach CIPP	SE Jensen Beach Blvd and Savannah Rd - 60" Inspection and Joint Repair	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 29,080.00	Mar-19	Apr-19
Salerno Rd Camera Inspection	SE SALERNO ROAD EAST OF US1 CAMERA INSPECTION	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 6,510.00	Feb-19	
SW Murphy Road Liner	24"-36" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 32,040.00	Mar-19	
Rio Nature Park Stabilization		Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 27,250.00	Aug-19	
SW Carl Metz Ln	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 46,050.00	Oct-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
NE Barbara Dr	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 35,410.00	Sep-19	
St. Lucie West Main Irrigation Pump Station Replacement	Install pumps, motors, fillers, piping, fittings, valves, meters, electrical gear, conduits, wiring, panels and concrete slabs. Demolition of existing pumps, motors, electrical panels, piping, valves and filters/filter housing	St. Lucie West Services District	Joshua C. Miller	(321) 622-4646	jmiller@slwsd.org	450 S.W. Utility Drive Port St. Lucie, Florida, 34986	\$ 921,194.81	Sep-18	Nov-19
Lift Station Rehabilitation Project A Bid Package 2	Furnish all necessary services for the rehabilitation of thirty (30) lift stations in Palm Beach County WUD service area	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,830,000.00	Oct-18	
Lift Station #40 Removal & Disposal & Replacement of Top Slab	Removal, Disposal and Replacement of Existing Top Slab and Hatch with new Top Slab and Traffic Rated Hatch System	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 9,300.00	Apr-18	
Sykes Creek Regional WWTF RASWAS Pumping System Rehabilitation	Removal and replacement of the Return Activated Sludge (RAS) and three of the Waste Activated Sludge (WAS) pumps	Brevard County	Craig Helping	(321) 617-7390	craig_helping@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	\$ 1,030,000.00	Jan-19	Sep-19
Manhole Rehabilitation	Rehabilitate manholes across the City	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 38,595.63	Apr-19	
Lands End & Spoonbill Road	line the entire pipe, 160 LF of 15" CIPP will be installed.	Town of Manalapan		561-383-2543		600 S Ocean Blvd. Manalapan, FL 33462	\$ 17,500.00	Nov-18	
Rehabilitation and Infrastructure Repair	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 185,000.00	Dec-17	
Sewer Main Lining Group 1	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 275,000.00	Jan-19	
300 N Courtenay Lateral	Replace Lateral at 300 N Courtenay Parkway according to plan sheet provided June 2018	Brevard County	Louis Braafladt	(321) 617-7390	Louis.Braafladt@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	\$ 44,700.00	Aug-18	Sep-19
Legacy Cove Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 45,710.00	Jan-19	
Leilani Heights	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 25,900.00	Feb-19	
Port Salerno Village	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 13,380.00	Feb-19	
Port Sewall Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 15,900.00	Sep-19	
Mariner Sands Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 33,900.00	Oct-19	
Miles Grant Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 24,950.00	Oct-19	
The Estuary Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 23,460.00	Oct-19	
Martin-Pinelake Village MH Rehabilitation	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 9,100.00	Oct-19	
Lift Station 10 Drycan Conversion		City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 102,022.50	Jul-19	
Stormwater Pipe Lining - Cove Lane		City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	\$ 29,255.00	Sep-19	
Lift Station No. 2	Sanitary Sewer Basin 2 and Inflow & Infiltration Abatement pipe lining rehabilitation	City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	\$ 1,392,443.69	Nov-19	
Lift Station 980 Top Slab	Lift Station 80 Top Slab, Repair, Removal and New Slab Installation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 8,700.00	Sep-18	On Going
Lift Station #21 Pipe Repair		City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 14,070.00	May-19	
12" WM Valve Replacement	All materials, fittings, line stops, restraints to complete the work. Installation of (4) - 12" Line stops on an AC water main. Removal and Replacement of (4) - 12" gate valve and (1) - 12" cross. Bell restraints to be placed on AC Main 3 joints past line stop in each. direction. All Restoration included (Sod and Sidewalk) (No Asphalt Anticipated)No As Builts, Permits, Bonds, Etc. included. Assumes all lines can be shutdown without impact	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 118,345.00	PO PENDING	
Lift Station #44	Emergency Bypass and Valve Replacement	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 20,000.00	Oct-19	
Lift Station #53	Emergency Rail System Replacement - Repipe in Well ONLY ACTIVITY	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 43,100.00	Nov-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Mangonia - Driftwood Street	Vac Truck & Dumping	Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 E Tiffany Drive Mangonia Park, FL 33407	\$ 2,050.00	Oct-18	
Pescayo Village-Marathon, Sanitary Sewer Inspection		Aramis Alvarez Architect				1237 S Alhambra Circle Coral Gables, FL 33146	\$ 9,452.50	Oct-18	
Osceola Force Main Rerouting		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitribefl.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 104,861.56	May-19	Aug-19
Hollywood 8" FM Connection		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitribefl.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 73,147.95	Mar-19	Apr-19
16" Water Main Loop Disinfection	Provide potable water on the Hard Rock Casino Facility by certifying existing 16-inch water main loop. The attachments delineate the procedure disinfecting and certifying the water main loop in two separate phases	Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitribefl.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 71,878.60	Jul-19	
Abandonment of Kent Pump Station PS-05	Installation of a new sanitary sewer system along Kent Avenue, Sussex Avenue and across Kirk Road. It also consists of the abandonment of the Kent Pump Station	Village of Palm Springs/Exkler Engineering Inc.	Oscar L. Rubio	954.510.4700	orubio@ecklerengineering.com	4700 Riverside Drive, Suite 110, Coral Springs, FL 33067	\$ 567,715.89	Jun-19	Oct-19
ESU98-R0 - FDOT	Inspection, desilting, videoing, repair and replacement of drainage facilities	Florida Department of Transportation	Andrea Velasquez	332-634-6069	andrea.velasquez@dot.state.fl.us	719 S. Woodland Blvd. Deland, FL 32720	\$ 300,000.00	Feb-19	
EWRF In-Plant PS Replacement	Furnishing and installation of 47 HP Flight or ABS submersible pumps, construction of a new 12 feet diameter wet well, furnishing and installation of the above ground piping manifold with appurtenances, installation of 65 feet 16" PVC force main and 48 feet 24" gravity sewer and conversion of existing pump station into gravity sewer manhole.	Orange County	Terra Reffitt	(407) 836-5644	Terra.Reffitt@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	\$ 1,323,642.00	Apr-19	
Sanitary Sewer Collection System Rehab Project Phase 2	Rehabilitation of the existing gravity sewer collection system including: Installation of CIPP, reinstatement of service line connections, sewer later replacement, sewer later lining, point repairs, rehabilitation of manholes, cleanout installations and site restoration	Palm Beach County WUD	Frantz Fenelon	561-493-6123	FFenelon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,113,950.00	Jun-19	
Emer - Storm Drain Cleaning	General construction services associated with the rehabilitation of operating lift stations located in northern Palm Beach County and southern Martin County. Work to be performed includes demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation and/or installation of electrical equipment and all general site work	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	\$ 495,990.00	Aug-19	
CIPP Lining	CIPP lining to the 10" DIP at Tierra Verde ad to the 10" Clay Pipe at SW Anchorage Way	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 10,566.32	Dec-18	
E Madison Ave	8" CIPP lining and installation of manhole coating	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 44,948.91	Sep-19	Sep-19
Colorado Ave	Installation of 10" gravity sewer & CIPP lining	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 8,034.19	Oct-19	
Coating of Sanitary Lift Station & Reclaimed Water Stations	This project comprises the surface preparation and coating of above ground pipe, fittings and appurtenances for seven (7) sanitary sewer lift stations and five (5) reclaimed water stations	Seacoast Utility Authority	Brent Weidenhamer	(561) 627-2900	bweidenhamer@sua.com	4200 Hood Road, Palm Beach Gardens, Florida 33410	\$ 57,400.00	Feb-19	
(SWRUSA) Inflow and Infiltration Project Phase 1A	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining of the 8-inch, 10-inch, and 12-inch diameter sewers in the subdivisions	Polk County	Ari Goldstein	863-534-6757	AriGoldstein@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 889,117.00	May-19	
Civil Surv - Polk County - Cleaning,TV Phase II Assessment	Gravity sewer cleaning and gravity sewer manhole cleaning services	CivilSurv Design Group, Inc., Polk County	Craig Fuller	863-646-4771	cfuller@civilsurv.com	2525 Drane Field Road, Suite 7 Lakeland, FL 33811	\$ 98,220.50	Apr-19	
Pump Station C-1	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 85,492.90	Mar-19	
Pump Station C-2	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 116,391.00		
Pump Station D-35	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 28,690.00		
Pump Station D-36	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 46,485.00		
Pump Station E-5	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 74,548.10		
Pump Station E-6	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance.Bray/Jud.Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 76,542.00		
3119 Cormorant Road, Delray Beach	Repair assumed broken pipe in rear yard at 3119 Cormorant Road, excavate location of sinkhole to expose pipe, pick up end of pipe in canal, realign pipe at sinkhole location, pour a concrete collar around pipe and backfill and re-sod area. Place rip rap rock underneath pipe at outfall to support pipe in future.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 15,032.00	Jun-19	
SE 8th Court Drainage and Outfall Installation	Storm rain cleaning repair and sludge removal services	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 115,056.00	May-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Delray Racquet Club/Jaeger Pipe Repair	Install 21" plug and Dewater approx 255' of 21" CMP pipe. (two segments), Clean and CCTV approx 255' of 21" CMP pipe to assess condition and damage in area of collapse. Provide point repair to area of collapsed pipe if conditions allow. Completion of this repair has multiplied due to the discovery of a Fiber optic line running in and out of the storm pipe 11' deep and 20' long.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 77,243.00	Jun-19	
NE 1st Court Wastop Installation	Install 15" Wastop Check Valve Inside exiting RCP Pipe @ NE 1st Court Outfall	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 7,255.00	Jun-19	
Price Street lift Station Rehab - (New Discharge Piping)	Replace two 4" DIP DIP discharge lines from the well to the check valves	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	\$ 5,000.00	May-19	
Emergency point Repair - Lake Clarke Gardens	Emergency sewer repair in Lake Clarke Gardens. Cracked sewer line that is 9' below the Lift Station and a manhole directly to the north.	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	\$ 53,182.00	Jun-19	
Gravity System Improvements Packages 15,19,20,21,22	Installation of cured-in-place pipe (CIPP) lining for existing gravity sanitary sewers; lining existing manholes; and seal and coating existing manholes.	Orange County	Paul Oliver	407-836-5696	paul.oliver@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	\$ 2,571,471.00	Jun-19	
Palmetto Drive Stormwater Improvements	provide stormwater infrastructure improvements, replacement of reinforced concrete pipe, installation of cure-in-place pipe, and estoration of any disturbed roadway and sidewalks	Town of Lake Park	Howard Butts	561-722-9379	hbutts@townoflakepark.gov	535 Park Avenue Lake Park, FL 33403	\$ 68,755.00	Apr-19	
CIPP Culvert Lining Project	Cured-in-Place Culvert Lining	Santa Rosa County	Glenn F. Bailey	805-981-7127	GlennB@santarosa.fl.gov	6075 Old Bagdad Hwy.Milton, Florida 32583	\$ 315,400.00	Jun-19	
Near 95th Ave and 50th Court- Cooper City	2,607 LF of 8" CIPP lining, reinstate later after CIPP installation, grout and test lateral connection	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 77,018.00	Oct-19	
SW 88th Terr.- Cooper City	Install cured-in-place mainline liner, 8" X 6MM. Reinstate lateral after CIPP installation, grout and test lateral connection, CIP Lining, 6"-8" fullcircle main connection, 4" or 6" X 4.5MM, Minimum 10'. Lateral Liner 4"-6" X 4.5 MM, Beyond 10' Sewer Lateral TV Inspection 6" to 8" main (Up to 30') Sewer Lateral TV Inspection 6" to 8" main (beyond 30') Bypass Pumping (8-inch and 10-inch), requires owner approval-Estimated	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 163,380.00	Dec-19	
North, East, South and West Point Dr - Rock Creek - Cooper City	Rehabilitation of 10 Manholes in the Rock Creek Neighborhood	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 22,800.00	Nov-19	
River Ridge Point Repair	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included All Inspections and reports to be produced per NASSCO PACP standards.	KLOO Management, LLC	Cherylynn Pannebecker	561-747-0122	cherylynnrrhoa@earthlink.net	18600 County Line Road, Tequesta, FL 33469	\$ 18,250.00	Mar-19	
Utility Repairs	Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration	City of Weston	Jose Casio	954-385-2600	jcasio@westonfl.org	17200 Royal Palm Blvd, Weston, FL 33326	\$ 200,000.00	Jan-20	
Sewer Gravity Main Lining	Sewer Gravity Main Lining	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	\$ 310,000.00	Jul-19	
Pipe Lining to Damaged Storm Drain	Line Damaged stormwater pipes in public ROW or easements at 5 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	\$ 50,311.00	Aug-19	
Storm Line Damaged	Line 160 feet of pipe in ROW at 520 Harbour Dr	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	\$ 10,420.00	Sep-19	
Storm Line Damaged	line damaged stormwater pipe at 3rd St S and Broad Ave S which is causing sinkhole	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	\$ 9,900.00	Sep-19	
Stormwater Pipe Lining	Stormwater Pipe lining @ 3 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com		\$ 34,810.00	Dec-19	
Emer Pump CIPP	Bernie's Lift Station Emergency Pumping Emergency Pumping	Town of Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 3,150.00	Feb-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8" - 15" CIPP lining, CCTV & bypass pumping Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 240,000.00	Nov-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8" CIPP & CCTV Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		\$ 86,100.00	Feb-20	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	Sanitary sewer clening & CCTV	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		\$ 143,000.00	Feb-20	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASSCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 7,362.00	Apr-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASSCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 4,514.00	Jun-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASSCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 10,542.00	Oct-19	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASSCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 14,203.00	PO PENDING	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Original Section Drainage Improvements Phase 5	Drainage improvements within the alleys between Fleming Boulevard and Jackson Avenue, as well as the portion of Biscayne Drive where the alleys intersect Biscayne Drive and within a portion of the LWDD L-11 Canal; The removal of dinage piping and structures; the installation of new drainage piping and structures; and restoration	City of Greenacres	Zach Gamble	(954) 739-6400	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, Florida 33463	\$ 165,533.00	Jun-19	
E-1 Pump Station Improvements	Furnish all labor and materials necessary to construct all improvements at E-1 lift station as depicted on the plans and in these specifications to provide a complete and functional system. Bypass pumping will be required	Town of Palm Beach	Jason Debrincat	(561) 227-7027	jdebrincat@TownOfPalmBeach.com	951 Old Okeechobee Road, Suite A, West Palm Beach, Florida 33401	\$ 247,400.00	Jun-19	Dec-19
Lift Station #27, #50 & #2122	L/S #27 Rehab, LS - 50 - Control Panel WITHOUT DataFlow Equipment -8hp, 3phase, 240v, LS - 2122 - Control Panel WITHOUT DataFlow Equipment -5.3hp, 1phase, 240v	Indian River County	Sean McFarland	772-226-1418	smcfarland@ircgov.com	1800 27th Street Vero Beach, FL 32960	\$ 184,100.00	Oct-19	
Lift Station 62 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 44,750.00	Aug-19	Nov-19
Lift Station 43 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 35,000.00	Aug-19	Nov-19
Forcemain Replacement Project	The Forest Hill Boulevard crossing shall have a minimum inside diameter of 16 inches and includes and air release valve on both sides of the crossing. A secondary main will also need to be relocated via open cut method and tied into the new forcemain. The existing main for the cut-in connections is 16" DIP. The portion of the existing 12" DIP main to be replaced, shall be grout-filled and abandoned. The C-2 Canal crossing shall have a minimum inside diameter of 6 inches and includes and air release valve on one side of the crossing and a tapping connection to the existing main on the other side. The existing main for the cut-in connections is 6" DIP. The existing main for the tapping connections is 12" DIP. The portion of the existing 6" DIP main and aerial crossing to be replaced, shall be demolished and removed.	Village of Wellington	Shannon R. LaRocque	561-791-4107	slarocque@wellingtonfl.gov	12300 Forest Hill Boulevard, Wellington, FL 33414	\$ 358,417.50	Sep-19	
Lift Station #31		City of Altamonte Springs	Jeff Grant	(407)571-8122	JGrant@altamonte.org	225 Newburyport Ave Altamonte Springs FL 32701	\$ 249,289.00	Oct-19	
Culvert Pipe Replacement - Unit 32	This project consists of the removal, disposal, re-installation, and restoration of multiple cross drain culvert pipes at sixty-nine (69) locations throughout the City of Palm Bay's Port Malabar Unit (PMU) 32	City of Palm Bay	Hector Franco	561-791-4107	Hector.Franco@palmbayflorida.org	1050 Malabar Road SW, Palm Bay, FL 32908	\$ 452,636.75	Aug-19	
Wellington - Piggyback PBC R2019-0216	Manhole and sewer lining repairs	Village of Wellington		561-791-4107		12300 Forest Hill Boulevard, Wellington, FL 33414	\$ 100,000.00	May-19	
System 58A & Forcemain Replacements	Construction of wastewater force mains, wastewater lift stations and reclaimed water mains	City of Delray Beach	Natasha Tucker	561-243-7163	TuckerN@mydelraybeach.com	100 Northwest 1st Avenue, Delray Beach, FL 33444	\$ 1,472,444.00	Jan-19	
Water Treatment Plant Generator Interconnect	Entire project is electrical. Running new service feeds to well pumps and tying the generator in to another building for backup power, also includes fire alarm work	City of Lake Worth Beach	Steve Fowler	(561) 575-2005	stephen.fowler@holtzconsulting.com	7 North Dixie Highway, Lake Worth Beach, Florida 33460	\$ 352,000.00	Nov-19	
888 Intracoastal Drive - 18" FM Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 75,830.00	Nov-19	Dec-19
Mills Pond Park Gravity Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 26,250.00	Oct-19	Dec-19
SE 3rd Ave Water Main Replacement	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 225,169.00	Nov-20	
SE 40th Ave & 8th St. Stormdrain Repair CIPP	Road repairs at SE 40th Ave & 8th St.	Okeechobee County Road Department				408 NW 2nd St., Okeechobee, FL 34972	\$ 15,804.00	Jun-19	Jul-19
Gravity Sewer Main Lining	Gravity sewer main lining in lift stations #12, #13 and #20 basins	City of North Lauderdale	Shani Grant	954-597-4754	sgrant@nlauderdale.org	701 SW 71st Ave., North Lauderdale, FL 33068	\$ 276,000.00	Jul-19	
Trenchless Pipe Rehabilitation Services - Low Bid On One Structure	Trenchless pipe rehabilitation for Structure 735511	City of Palm Coast	Carmelo Morales	386-986-4776	CMorales@palmcoastgov.com	160 Lake Ave, Palm Coast, FL 32164	\$ 149,240.00	Nov-19	
Replacement of Pump Station D-38	Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38	City of Fort Lauderdale	Raymond Rammo	954-828-5990	rrammo@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 662,960.00	May-20	
95th Ave. N. Public Utilities Renewal	Labor, material, equipment, hoisting, supercision, startup support, anchors, incidentals, technical submittals and closeout docs. HGI to provide: Storm sewer cleaning & CCTV for 280 LF of 12" medium cleaning & storm sewer CIPP lining of 280 LF of 12"	Collier County-Subcontract Work for Douglas N Higgins, Inc.	Anthony Silvestri	(305) 292-7889	asilvestri@higgins-eng.com	4485 Enterprise Ave, Naples, FL 34104	\$ 12,320.00	Aug-19	Oct-19
Lantana Airport CIPP	Clean, TV and CIPP Line 5 shots of 18" and 24" Storm Drain. 403 LF of 18" and 134 LF of 24".	Sunline Civil Construction	Jimmy Bradley			640 SW Bittern St, Palm City, FL 34990	\$ 44,250.00	Sep-19	Dec-19
Kilbourne - Storm CCTV	CIPP of 18" storm line	Kilbourne & Sons Paving	Steve Dolen	561-498-7040		2201 SW 35th Ave, Delray Beach, FL 33445	\$ 26,900.00	Sep-19	
Lift Station U-01	Lift Station rehab to convert existing station from WW/VV Configuration to Above ground valves	Brevard County	Robert Edmiston	(321) 617-7390	robert.edmiston@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	\$ 78,500.00	Jan-20	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Emergency Flood Control Pumping	Emergency pumping for flood control on the Federal Aid Highway segments as well as local roads and roadways within Brevard, Flagler, Volusia, Marion, Seminole, Sumter, Lake, Orange and Osceola Counties specifically assigned by the Florida Department of Transportation (FDOT), District Five. The Contractor shall provide all labor, materials and equipment for mobilization, operation and maintenance of a temporary pumping system intended to provide flood relief during or after a hurricane.	Florida Department of Transportation	Jennifer L. Smith	586-943-5367	Jennifer.smith2@dot.state.fl.us	719 S. Woodland Blvd. DeLand, Florida 32720	\$ 1,547,500.00	Sep-19	
Emergency MLS Bypass	Emergency Mobilization/Demobilization AfterHours (Sunday) and bypass pumping	City of Clewiston				115 W. Ventura Avenue Clewiston, FL 33440	\$ 6,350.00	Sep-19	Oct-19
LS #1 - Emergency CP Replacement	Demo damaged control panel, antenna tower, FPL meter and water service Provide and install new control panel, conduit, wire and pad. Provide and install new 24" Rohn antenna tower and concrete base Provide and install new 200A, 3 Phase meter can and SS disconnect. Provide new FPL service run to handhole Provide and install new antenna and cable. Rewire existing pumps, transducer and floats	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 68,300.00	Oct-19	
Haines City 15"	Clean & TV lines, CIPP 258 LF of 15" gravity sewer main	Pospiech Contracting	Gary Bracken	352-726-3940 EXT. 216	gbracken@pospiechcontracting.com	201 S Apopka Ave, Inverness, FL 34452	\$ 28,402.00	Oct-19	Dec-19
3300 NE 36th St., Ft. Lauderdale,-Coral Ridge Towers East	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	\$ 13,200.00	Dec-19	Dec-19
10200 W SR 84, Favie FL	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	\$ 2,841.00	Dec-19	
Piper Landing Pipe Lining	Clean & TV lines CIPP of 18"-60"	Piper's Landing Yacht & Country Club				6160 SW Thistle Terrace, Palm City, FL 34990	\$ 118,460.00	Dec-19	
Taft Street	Asphalt removal and excavation in area of interest. Includes only a 20'x5' area. If further excavation is needed additional costs will be applied. Excavation and exposure of damaged force main pipe, assumed to be 4" or smaller. Anything larger may result in additional costs. Repair Broken force main line, backfill and compact area. Prep site for asphalt application by others. Emergency Mobilization and MOT included. Proposal does not include any bypass pumping, permits, surveying or as-builts.	Noble Properties	Kim Hoglund	561-389-9549	KIM@NOBLEP.com	4280 Professional Center Dr., Suite 100, Palm Beach Gardens, FL 33410	\$ 14,350.00	Dec-19	
Lift Station C-16 Rehabilitation	Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	\$ 207,800.00	Jul-16	Oct-16
Lift Station C-05 and Force Main Replacement	Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 872,000.00	Jul-15	Dec-15
Lift Station M-06 Replacement	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 439,495.00	Sep-15	Nov-15
Relocation of Lift Station M-05 Panel	Relining of lift station M-5	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 6,590.00	Apr-14	May-14
LS R1 & R6	Lift Station rehabilitations	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 20,774.40	Jan-12	Mar-12
LS #4 & #47	High pressure water blasing, bypass, remove and install HDPE risers	City of Altamonte Springs	James Wickert	(407) 57-5860	jwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	\$ 6,842.00	Oct-13	Nov-13
Manhole Rehabilitation 2012	Manhole rehabilitations	City of Altamonte Springs	James Wickert	(407) 57-5860	jwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	\$ 13,446.90	Oct-12	Sep-12
LS #3	Rehabilitation & lining	City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	\$ 119,420.00	Aug-13	Oct-13
Misc Drainage Repairs		City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	\$ 66,545.00	Oct-16	Nov-16
Manhole Rehabilitation August 2013	High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching	City of Bartow	Ken Absher	863-534-0100	kbasher.pw@cityofbartow.net	450 N Wilson Ave., Bartow, FL 33830	\$ 44,990.76	Sep-13	Oct-13
M-20 Lift Station	Rehabilitation of master Lift Station	Brevard County/Merritt Island	Bill Cowan	(321) 617-7390	bill.cowan@brevardcounty.us	2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940	\$ 213,250.00	Feb-11	Apr-11
Lift Station M-20	Rehabilitation of Lift Station M-20	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 158,777.00	Jan-14	May-14
Cape Canaveral Lift Station No. 1 Improvements	Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals.	City of Cape Canaveral	Lonnie Dunn	(321) 868-1240	l.dunn@cityofcapecanaveral.org	601 Thrum Blvd, Cape Canaveral, FL 32920	\$ 164,743.11	Nov-13	Apr-15
Replacement of three Return Activated Sludge Pumps (RAS) Pumps	install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility	City of Cocoa Utilities	Don Stevens	(321) 433-8744	rstevens@cocoafl.org	65 Stone Street, Cocoa, FL 32922	\$ 89,987.00	Jan-13	Jul-13
Manhole Rehabilitation	Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating	City of Cooper City	Kerri Fisher	(954) 454-4300		11791 SW 49 STREET COOPER CITY, FL 33330	\$ 11,480.00	Oct-14	Nov-14
Lift Station Rehabilitation Project 2014	Rehabilitation to various lift stations across the City	City of Coral Gables	Margie Gomez	(305) 460-5103	mgomez@coralgables.com	405 Baltimore Way, Coral Gables, FL 33134	\$ 180,508.32	May-14	Mar-15
2014 Rehabilitation of Lift Stations	Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 444,240.00	Nov-14	Apr-15
Manhole Rehabilitation	Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 23,527.00	May-13	Jun-13

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation of Lift Stations 2018	Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 376,798.00	Apr-17	Aug-18
Lift Station Rehabilitation 2013	Rehabilitation of lift station #60	City of Delray Beach	Harold Williams	(561) 243-7161	hwilliams@ci.delray-beach.fl.us	100 NW 1st Ave, Delray Beach, FL 33444	\$ 29,750.00	Jun-13	Jul-13
Manhole Piggyback	Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area.	City of Delray Beach	Scott Solomon	(561) 243-7161	ssolomon@ci.delray-beach.fl.us	434 S. Swinton Avenue, Delray Beach, FL 33444	\$ 25,940.00	Mar-15	Nov-14
Lift Station and Manhole Rehabilitation 2014 Project	Lift station and manhole rehabilitation	City of Lake Wales	Rendall Britt	(863) 678-4114	abuckner@cityoflakewales.com	201 W. Central Ave. Lake Wales, Florida 33853	\$ 259,644.62	Apr-14	Sep-14
South Water Treatment Plant Improvements	Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation	City of Mulberry	John Wright	(863)425-1125	jwright@cityofmulberryfl.com	500 S.W. 2nd Street Mulberry, FL 33860	\$ 2,143,000.00	Feb-14	Dec-15
Lift Station No. 34 Pump Rehabilitation	High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check calve and gate valve and replace all conduits from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete	City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	1300 Ninth Street St. Cloud, FL 34769	\$ 33,894.00	May-13	Jun-13
Turtle Creek Forcemain & Lift Station No. 84		City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	\$ 12,900.00	May-13	Nov-13
Manhole Rehabilitation	Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed	City of St. Pete Beach	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	\$ 24,990.00	May-12	Aug-12
Lift Station 107 Rehabilitation	convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration	City of Sunrise	Gregg Bagnall	(954) 572-2274	GBagnall@Sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, Florida 33351	\$ 494,176.66	Feb-16	Jun-16
Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe	Annual contract for wastewater gravity sewer rehabilitation by CIPP	City of Tampa	Jim Greiner	813-274-8598	jim.greiner@tampagov.net	306 E Jackson St #280A4N, Tampa FL 33602	\$ 1,048,495.00	Feb-15	Feb-16
Manhole Rehabilitation - Rebid	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	James Wheaton	(727) 942-5615	jwheaton@ctsfl.us	324 East Pine Street Tarpon Springs, Florida 34688-5004	\$ 18,525.00	Mar-16	Apr-16
Lift Stations Upgrades	Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work.	City of Titusville	Jimmy Gager	(321) 383-5767		555 South Washington Avenue, Titusville, Florida 32796	\$ 73,435.00	Mar-12	Apr-12
Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation	Rehabilitation of mentioned lift stations	City of Treasure Island	Mike Helfrich	(727) 574-4575	mhelfrich@mytreasureisland.org	108th Ave., Treasure Island, FL 33706	\$ 884,000.00	Aug-16	Dec-16
Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility	repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 424,770.00	Sep-12	Feb-13
Lift Station Rehabilitation Phase II	refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20	City of Weston	Sabrina Baglieri	(954) 385-2000	sbaglieri@cdlvin-giordano.com	17200 Royal Palm Blvd, Weston, FL 33326	\$ 1,127,059.28	Sep-12	Mar-13
Phipps Park Booster Pump Station Rehabilitation & Modifications	Booster Pump Station Rehabilitation & Modifications	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St. 5th Floor, West Palm Beach, FL 33401	\$ 219,033.50	Aug-11	Apr-12
7th St. SW RWBS Pump and VFD Replacement		Collier County	Nicole Parker	(239) 252 - 4270	nicoleparker@colliergov.net	3327 Tamiami Trail E, Naples, FL 34112	\$ 653,400.00	May-13	Mar-14
Lift Station #30 & #32 Rehabilitation	Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves.	Coral Springs	Steve Seigfried	(954) 796-6658	steves@fladistricts.com	10300 NW 11th Manor, Coral Springs, FL 33071	\$ 97,710.00	Aug-12	Oct-12
Cudjoe Regional Wastewater Inner Islands Collection System	Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.), all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI.	Cudjoe Inner Islands	David Tegreen	772-834-9498	DTegreene@fkaa.com	2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073	\$ 2,313,374.02	Aug-13	Sep-16
Mad Hatter Linda Lakes I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Michael Wilson	(239) 543-1005	mwilson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 68,700.00	Sep-14	Nov-14

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation & Improvements to Master Lift Station 01	Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system	Florida Governmental Utility Authority (FGUA)	Dwight Perry	(239) 543-1005	Dperry@govmserv.com	5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917	\$ 239,180.00	Jul-18	Sep-18
Seven Springs Blvd and Humboldt Ave. I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 99,290.00	Nov-14	Jan-15
Seven Springs / Pasco County Replacing Project & Aloha Gardens Glean & TV Collection System	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 48,096.00	Aug-15	Oct-15
South Hutchinson Island Repump #2 Station Modifications	Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank	Fort Pierce Utility Authority	Keith Stephens	(772) 466-1600	kstephens@fpus.com	206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950	\$ 679,152.23	Jan-13	Dec-15
Lift Stations 23, 87, 117 and 212 Rehabilitation	Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace.	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	\$ 28,980.00	May-12	Aug-12
Simmons Road Drain Repair	Install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe	Nassau County	David Hearn	(904) 491-7377	dhern@nassaucountyfl.com	96161 Nassau Place, Yulem FL 32097	\$ 250,000.00	Mar-15	Apr-15
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations	Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate. Elbow and Guide Rails, Furnish and Install PVC. ETC.	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pcbwater.com	8105 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 419,578.00	Jan-13	Dec-16
Wastewater Lift Stations Rehab	Installation of 8 new list stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 2,172,785.00	Oct-12	Oct-14
Strategic Wastewater Infrastructure project Sewer Collection	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads	Palm Beach County	Joseph Tanacredi	(561) 493-6001	jtanacredi@pcbwater.com	8101 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,918,320.00	Jan-18	Dec-18
Control Panel LS 8102	Install control panel at lift station 8102	Palm Beach County	Joseph Tanacredi	(561) 493-6002	jtanacredi@pcbwater.com	8102 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 14,950.00	Jun-13	Aug-13
Lift Station Rehabilitation South Service Area – Phase II	Install 2 new pumps	Palm Beach County	Joseph Tanacredi	(561) 493-6004	jtanacredi@pcbwater.com	8104 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 308,322.81	Apr-14	Jan-15
I & I Improvements		Palm Beach County	Joseph Tanacredi	(561) 493-6006	jtanacredi@pcbwater.com	8106 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 550,690.00	Nov-13	May-14
Belle Glade Sewer I & I Improvements		Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$1,343,343.00	Feb-15	Jul-15
Sanitary Sewer & Lift Station Wet Well, Repairs		Palm Beach County WUD	Pollop Phonpronwithoon	(561) 493-6123	pphonpronwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,488,751.00		
Lift Station #10 rehabilitation	Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station.	City of St. Pete Beach	Ian Wade	(727) 363-9254	ian.wade@stpetebeach.org	115 Corey Avenue, St. Pete Beach, FL 33706	\$ 116,112.00	Mar-12	Sep-12
E-3 Force main Rehabilitation	E-3 Force main Rehabilitation from Garden Road to Cherry Lane,	Town of Palm Beach	Michael Roach	(561) 838-5440	mroach@townofpalmbeach.com	951 Old Okeechobee Rd, West Palm Beach, FL 33401	\$ 1,205,730.00	Jul-14	Nov-14
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station	Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work included the complete rehabilitation of three existing pump stations.	Village of Palm Springs	John Rouse	(561) 965-4010	jrouse@vpsfl.org	226 Cypress Lane, Palm Springs, FL 33461	\$ 586,102.00	Jan-18	Jun-18
Continuing Contract for Wastewater Gravity Lines Rehabilitation	Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method	Palm Beach County WUD	Hassan Hadjimary	(561) 493-6000	hhadjimary@pcbwater.com	8100 Forest Hill Blvd. West Palm Beach, FL 33413	\$ 2,331,350.00	Nov-14	Mar-17
Deerfield Rehab Lift Stations	4 Lift Station dry can conversions	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 391,710.00	Dec-17	Mar-17
Lift Station 41 Upgrades	Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work.	City of Winter Garden	Jim Monahan	(407) 656-4111	jmonahan@cwgd.com	300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787	\$ 382,420.95	Oct-17	Jul-18
Poinc Verda Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract	Rehabilitate 49 sanitary sewers manholes	St. Johns County	James Overton	(904)209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	\$ 210,288.50	Oct-17	May-18
Ponte Verda Sanitary Sewer MH	Rehabilitate fifty (50) sanitary sewers manholes	Board of County Commissioners St. Johns County Florida	James Overton	(904) 209-0150	joverton@sjcfl.us	500 San Sebastian View St. Augustine FL 32084	\$ 190,574.00	Dec-17	May-18
Lift Station C-18 Rehabilitation	Installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardff.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 310,932.50	Nov-17	Jan-18
Lift Station C-18 Rehab	Rehab of existing wet well and installation of a Generator	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardff.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 269,350.00	Sep-18	Jan-19

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station V-10 Rehabilitation	Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections.	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 236,500.00	Jun-17	Jul-17
M-08 Lift Station Replacement	Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 354,000.00	May-17	Nov-17
Lift Station 7 & 8 Improvement	Lift Station Improvements	City of Clearwater	Jeff Walker	(727) 562-4827	Jeff.walker@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	\$ 1,064,030.00	Oct-17	Aug-18
Master Pump Station Rehabilitation	Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration	City of Clewiston	Danny Williams	(863) 983-1484	danny.williams@clewiston-fl.gov	115 W Ventura Ave, Clewiston, FL 33440	\$ 997,356.30	May-17	Apr-18
Lift Station T-26 Rehabilitation	Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	\$ 128,450.00	Jan-18	Jun-18
Lift Station T-26 Rehab	Rehab of Lift Station including pipes, pumps, and electrical	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 148,450.00	Jan-18	Jun-18
Lift Station S-05 Rehab	Install of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 467,500.00	Apr-18	Aug-18
Master Lift Station Generator Replacement	Remove existing generator and turn over to owner, Remove all wiring associated with existing generator system between generator and ATS and replace with new, Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer	City of Atlantis	Joseph Kusnir	(561) 242-0028	stormwaterj@gmail.com	260 Orange Tree Drive, Atlantis, FL 33462	\$ 57,100.00	Jan-18	Feb-18
Master LS Generator Replace	Installation of a generator at the master lift station	City of Atlantis	Mo Thornton	(561) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	\$ 57,100.00	Jul-17	Feb-18
Australian Ave Sanitary Sewer & Parking Lot Improvements	Gravity sanitary sewer replacement, pavement removal and reconstruction	Town of Palm Beach	John Cairnes	(561) 838-5440	john.cairnes@mockroos.com	951 Okeechobee Drive, West Palm Beach, FL 33401	\$ 228,580.00	Jun-17	Oct-17
Wastewater Lift Station No. 8 & 16	Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation	City of St. Pete Beach	Ian Wade	(727) 363-9254	iwade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, Florida 33706	\$ 544,431.43	Apr-17	Dec-17
Melaleuca & Kirk Road	Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 198,000.00	Aug-17	Nov-17
WO #10 Woolbright Inlets	Remove and replace 24' of 18" RCP piping and type P6 inlet top and bottom approximately 8' deep within edge of roadway	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 98,000.00	Apr-17	Jun-17
WO #12 Aladdin	Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 75,200.00	Feb-17	Mar-17
WO #13 Kirk storm part 2	Rehabilitation of approximately 447 LF of 48 - 60" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 171,700.93	Jul-17	Sep-17
WO#16 Lyon Forest Hill	Drainage Improvements per project scope and drawings	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 101,659.32	Jun-18	Sep-17
WO #18 Florida Blvd	Drainage Improvements 24"	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 50,461.06	Jul-17	Aug-17
WO#19 Riverside	Drainage Improvements 18", Driveway and Curbing Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 58,250.00	Aug-17	Sep-17
Riverside	Drainage Improvements 18", Asphalt Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 31,395.30	Aug-17	Nov-17
Lift Station #22 - S&L Replacement	Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 59,580.00	Aug-17	Feb-18
Lift Station M18	Rehabilitation to lift station M-18	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 123,700.00	Aug-17	Nov-17
Lift Station #1 Rehabilitation	Lift Station #1 Rehabilitation	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmysr@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	\$ 510,000.00	Sep-17	Feb-18
Lift Station 7 -17WW07	Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmysr@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	\$ 289,000.00	Nov-17	May-18
Seminole County 10 LS Rehab 2017	Rehabilitation to 10 lift stations across the County	Seminole County	Jeff Lane	(407) 665-2558	jlane@seminolecountyfl.org	4903 Wayside Dr, Sanford, FL 32771	\$ 539,636.66	Oct-17	Nov-17
Palm Beach County Lift Station Rehabilitation Continuing Construction Contract	Complete electrical system at Lift Station No. 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 531,643.60	Sep-17	Mar-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Replacement Lift Station 21	Replacement of Lift Station 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 520,568.78	Sep-17	Mar-18
Pipe Draining and Video, And Drainage Repair on Various State Roads	Drainage repair district wide	FDOT	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 306,580.00	Oct-17	Jun-17
Lift Station T-04 Rehab	Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 195,172.81	Jul-18	Nov-18
Lift Station 29 Replacement	to provide maintenance and construction for water, wastewater and reuse projects	City of Altamonte Springs	Karen McCullen	407-571-8335	kmccullen@altamonte.org	225 Newburyport Avenue, Altamonte Springs, FL 32701	\$ 850,000.00	Sep-16	Jul-17
2016 Telemetry Information Management System Upgrade	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,462,251.50	Feb-17	Aug-18
Greenacres Drainage Improvements	Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue	City of Greenacres	Zach Gamble	(561) 642-2013	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, FL 33463	\$ 311,148.50	Jun-17	Oct-17
2017 Storm drain Pipe Lining	perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes	City of Ormond Beach	Alex Schumann	(386) 676-3306	Alex.Schumann@ormondbeach.org	22 South Beach Street, Ormond Beach, FL 32174	\$ 268,210.00	Mar-17	Jul-17
Lining - 16-092	10,000 LF Lining	Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 99,621.50	Nov-16	Apr-17
Lift Station 139 Minor Rehab	Lift Station 139 Minor Rehab	City of Sunrise	Joe Mazzella	(954) 572-2277	jmazzella@cityofsunrise.gov	14150 NW 8th St, Sunrise, FL 33325	\$ 41,200.00	Apr-18	May-18
Sand Dollar LS 3 & 4 Repairs	Improvements to the Sand Dollar 3&4 Lift Station	St. Johns County Utility Department	James Overton	(904) 209-2614	joverton@sjcfl.u	1205 State Road 16, St. Augustine, FL 32084	\$ 119,490.00	Jul-18	Sep-18
Lift Station #44 - CWPB	install vertical pumps, motors, and pump control valves, including all accessories	City of West Palm Beach	Yanice Mercado	561-494-1061	YMercado@wpb.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 838,153.00	May-18	Sep-19
Blue Cypress Lake Rd Culvert	replacement of an existing culvert crossing; Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control	Indian River County	Kristen Leiendecker	(772) 226-1416	kleiendecker@ircgov.com	1800 27th Street, Vero Beach, FL 32960	\$ 176,000.00	Apr-18	Jun-18
Lift Station # 3 - Lining	Gravity sewer main lining in lift station #3 basin area	City of North Lauderdale	George Krawczyk	(954) 597-4754	gkrawczyk@nlauderdale.org	701 Southwest 71st Ave, North Lauderdale, FL 33068	\$ 136,609.00	Mar-18	Oct-18
Earman River Trans Pump Stat	Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps	Village of North Palm Beach	Adam Swaney	(561) 691-3442	aswaney@engenuitygro.com	501 US Highway One, North Palm Beach, FL 33408	\$ 346,680.00	Aug-18	Sep-18
Manhole Rehab - Tarpon Springs	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	Rodney Rainey	(727) 942-5615	rrainey@ctsfl.us	324 East Pine Street, Tarpon Springs, FL 34688	\$ 33,975.00	May-18	Jul-18
Emerg Sewer Repair - Seaport	Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. (\$2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at \$500/hour.)	Village s of Seaport Condominium Association Inc.	Betty Walsh	(321) 748-6400	VOS-Manager@cfrr.com	120 Seaport Blvd, Cape Canaveral, FL 32920	\$ 6,500.00	Apr-18	May-18
Rock Creek Manholes	Manhole Coating	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 19,665.00	Apr-18	May-18
Utilities Complex Electrical	Electrical work utl storage building	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 19,780.00	May-18	Jun-18
Lift Station #16 Piping	LS Piping	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 14,520.00	May-18	Jun-18
Emergency - Belle Glade SEPTIC	Emergency - Belle Glade SEPTIC	Palm Beach County WUD	Gerado Castellano	(561) 493-6033	gcastellano@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,325.00	Jun-18	Jul-18
Garden Lakes	Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair	Seminole County	David Omberg	(407) 665-5699	domborg@seminolecountyfl.gov	500 West Lake Mary Blvd, Sanford, FL 32773	\$ 86,702.00	May-18	Jun-18
Top Slab Replacement	8' diameter concrete top slab, H-20 hatch	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 8,700.00	Jun-18	Jul-18
Construction Services for Brighton Reservation	Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation	Seminole Tribe of Florida	Emran Rahaman	(954) 966-6300	emranrahaman@semttribe.com	6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024	\$ 100,706.00	Feb-19	Apr-19
Lift Station No. 4 Minor Rehabilitation	Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electricalequipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements	City of Sunrise	Mark Pacitti	(954) 572-2272	mpacitti@sunrisefl.gov	10770 West Oakland Park Blvd. Sunrise, Florida 33351	\$ 89,947.20	Jan-19	Feb-19
Water and Sewer Lines Abandonment Project	abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants	City of Lauderdale Lakes	Masqood Nasir	(954) 535-2700	mmnasir@lauderdalelakes.org	4300 NW 36th Street Lauderdale Lakes, FL 33319	\$ 81,981.41	Jan-19	Jul-19
Lift Station 383 - Rehabilitation	Lift station rehab for #83, is required to remove the existing leaking wet well liner, repair leaks and coat well.	City of Miramar	Jim Frawley	(954) 602-3115	jfrawley@miramarfl.gov	2300 Civic Center Place Miramar, FL 33025	\$ 52,862.00	Apr-19	May-19
Gravity Sewer	Gravity sewer main claning, bypass pumping, install of 11,017 LF of 8" CIPP liner	City of Zephyrhills	Mike Perry	813-780-0000	Mperry@ci.zephyrhills.fl.us	39825 Alston Ave Zephyrhills, FL 33542	\$ 343,828.31	Oct-18	Dec-18
Big Crest Haven LS Rail Replacement	Remove and replace SS guide rails and brackets vaccum truck (for cleaning)	Village of Palm Springs	Andrew Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	\$ 9,330.00	Feb-19	Feb-19
Lift Station 5133 Emergency Repairs	Remove and Replace - (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triplex Remove and Replace T- Rails Supply and Install 24"-30" Plug Re-Anchoring of the Elbows as needed	Palm Beach County WUD	Gerardo Castellano	561-493-6033	GCastellano@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 57,200.00	Jan-19	Feb-19
Palm beach traveler RV Park	Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park.	Palm Beach Trailer RV Park	Bob Wolf	216 905 6202	Info@palmbeachtraveler.com	6159 Lawrence Rd Lake Worth, FL 33462	\$ 27,800.00	May-19	Jun-19
Lift Station S-08 Replacement	The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 468,250.00	Aug-18	Aug-19



Hinterland Group Inc
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

As of: 03/14/2024

CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Jacob Crowe Percentage of time Assigned to Work: - As Needed	General Manager / Project Manager	25 - Utility Construction 10 - Lining	CCTV PACP Liner Installation, Liner Curing Wet-Out, Drainage Repair, Grouting/Pressure Testing Robotic Service Reconnection	PACP MACP LACP
Butch Forrester Percentage of time Assigned to Work: - As Needed	Project Manager	24	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Saul Rivera Percentage of time Assigned to Work: - As Needed	Superintendent	25	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Carlos Angulo Percentage of time Assigned to Work: - As Needed	Foreman	7	Liner Curing Liner Installation	FDOT MOT
Dermaine Williams Percentage of time Assigned to Work: - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Hassan Saffo Percentage of time Assigned to Work: - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Jesse Miller Percentage of time Assigned to Work: - As Needed	Foreman / CIPP	4	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Ivan Pulido Percentage of time Assigned to Work: - As Needed	Robotics Operator / Mechanic Laborer	14	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	9.013341067	368075.5
Homestead	7.8203125	20525
Lake Park	35.42857143	1936
Cypress Lakes HOA	24.42857143	950
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.99553571	57673
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.839285714	10395
Delray	9.4375	30238
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	24.90277778	32593
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	15.24759615	29998
Clearwater	13.20526316	32231.7
Zephyrhills	8.445255474	43843
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Palm Beach Gardens	24.1875	1610
Polk County	20.00219941	68223
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	23.63492063	10841
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.90909091	1455
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	13.12681159	16109
Cooper City	7.708333333	9344
Pensacola ECUA	8.335227273	75968
Palm Coast	37	1321
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.262886598	25952
Lantana	10.10227273	5675
Lands End	18	32
FPL	18	356
Lee County	23.45454545	1572
Tequesta	23.53125	5843
Sarasota	7.9375	35183
Maestre	7.75	352
Titusville	23.63829787	8001
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.713414634	15764
St Lucie	20.25	511
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.25	11988
Village of North Palm Beach	36	620
Atlantis	7.75	875
PGA Village	33.75	1851
Bay County	22.68	3989

Breakfast Point	60	159
Hallandale	18	18
Crosswinds HOA	18	1262
ASU Enterprises	17	246
FEA Ministries	7.85	1637
Hollywood Plaza POA	21	435
Coastal Land Development	8	276
Jonathans Landing POA (JL POA)	58.8	469
Highland Beach	7.75	105
Lauderhill	18	154
Grasslands HOA	22.2	892
Parliament East	20.25	460
Volusia County	72	2077
Jacaranda	7.75	230
Lake Clarke Shores	22.5	500
Dover Engineering	24	210
Halfacre Construction	64.54545455	2818
Lake Worth Beach	36	132
MBR	7.75	378
Port St Lucie	25.1	2816
IRC	7.75	105
TOTAL FOOTAGE		1,281,467.1

REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned, Televised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092	On going	Contact: Pollop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@pbcwater.com	255,746	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract	Annual Contract held since February, 2015	Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myclearwater.com	28,225	8" to 24"
Palm Beach Gardens	StormWater Project	On Going	Contact: Daniel Widdick 561-804-7044 dwiddick@pbgfl.com	1,379	12"-36"
Polk County	Storm Water Project	On Going	Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	37,992	15"-36"
Charlotte County	Storm Sewer Rehab.	On Going	Contact: Randy Vowell 641-575-3680 Randy.Vowell@charlottefl.com	24,566	12"-72"
N Lauderdale	I&I Program	On Going	Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	24,873	8"-10"
Manatee County	Storm Improvements	On Going	Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	13,441	12"-36"
Martin County	Stormwater Infrastructure	On Going	Contact: Nick Muzia 772-288-5761 nmuzia@martin.fl.us	5,229	12"-60"
Zephyrhills	I&I Program	Jan, 2017	Contact: Joey Theel 813-780-0006 JTheel@ci.zephyrhills.fl.us	34,633	8"-12"
City of Naples	CIPP Lining	On Going	Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	14,092	12"-36"
City of Largo	CIPP Lining	On Going	Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	21,964	12"-36"
Town of Palm Beach	E-3 Forcemain Rehabilitation	November, 2014	Contact: Doug Terry 561-838-5440 Dterry@townofpalmbeach.com	6,000	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015	June, 2015	Contact: Darrell Blom 561-540-5750 Dbloom@lantana.org	20,000	8" to 12"
City of Delray	CIPP Lining	On going	Contact: Spencer Britt 561-243-7164 Britt@mydelraybeach.com	25,139	8"-12"
Ormond Beach	I&I Program	July, 2017	Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	2,842	12"-36"



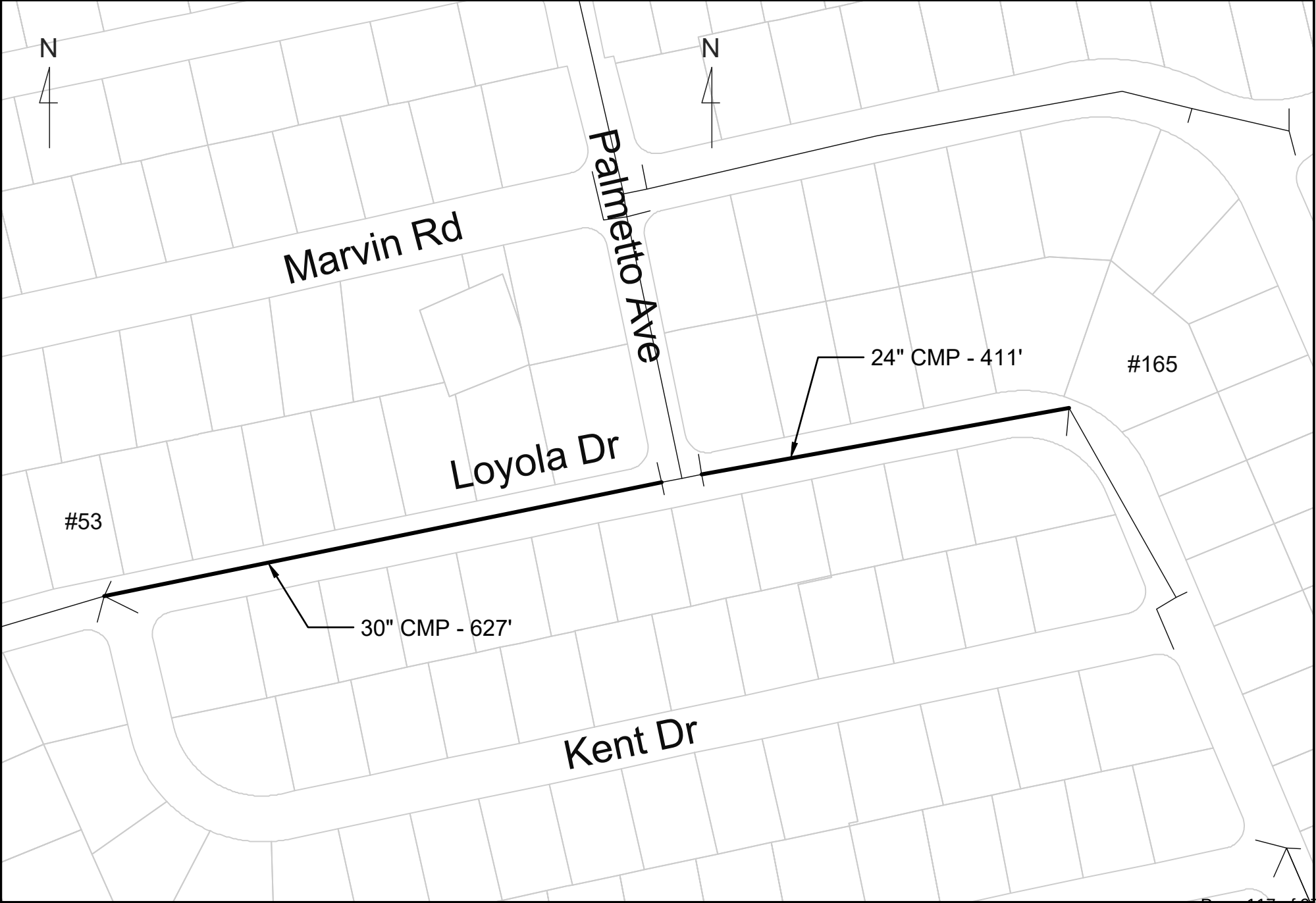
Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

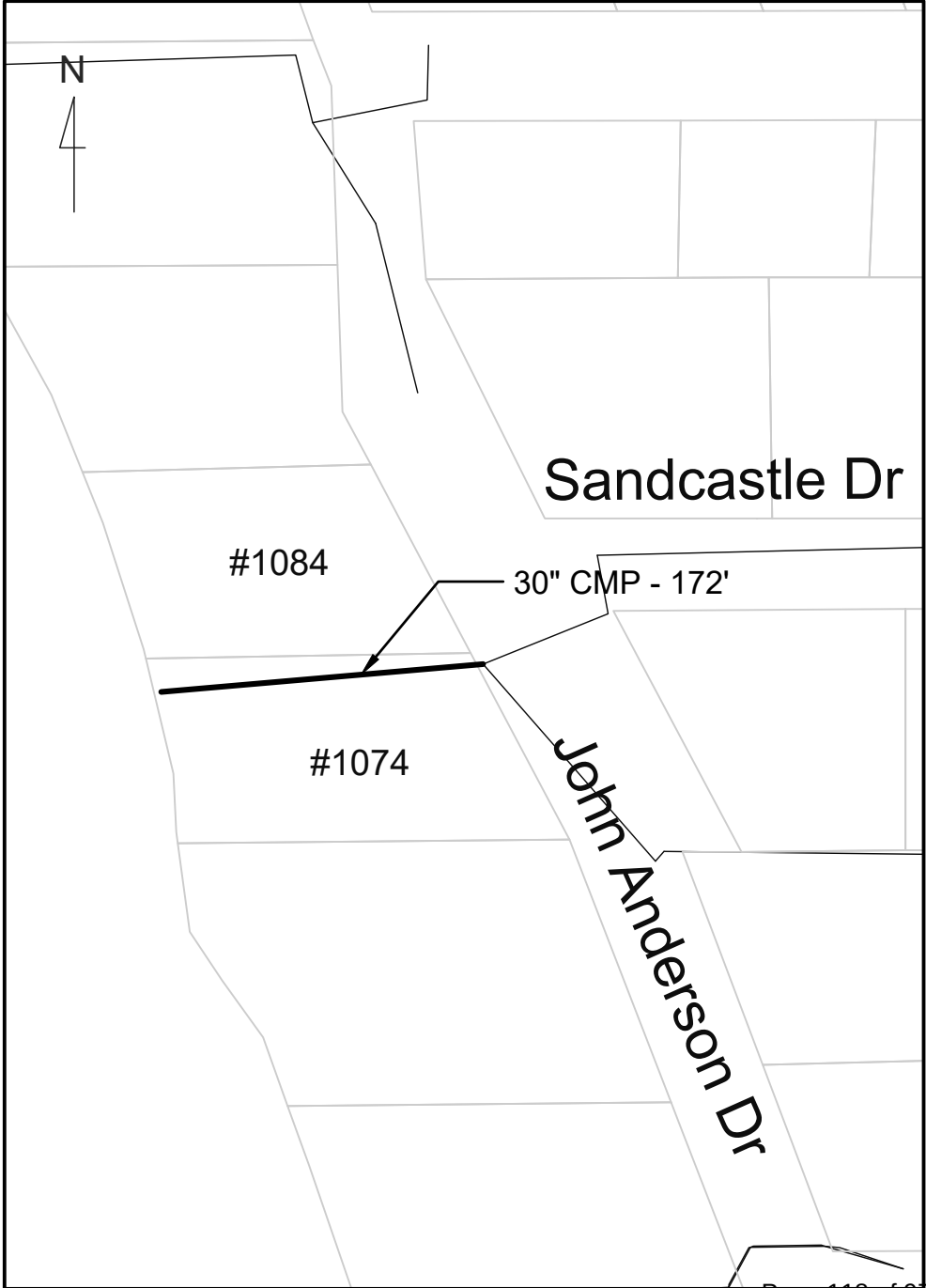
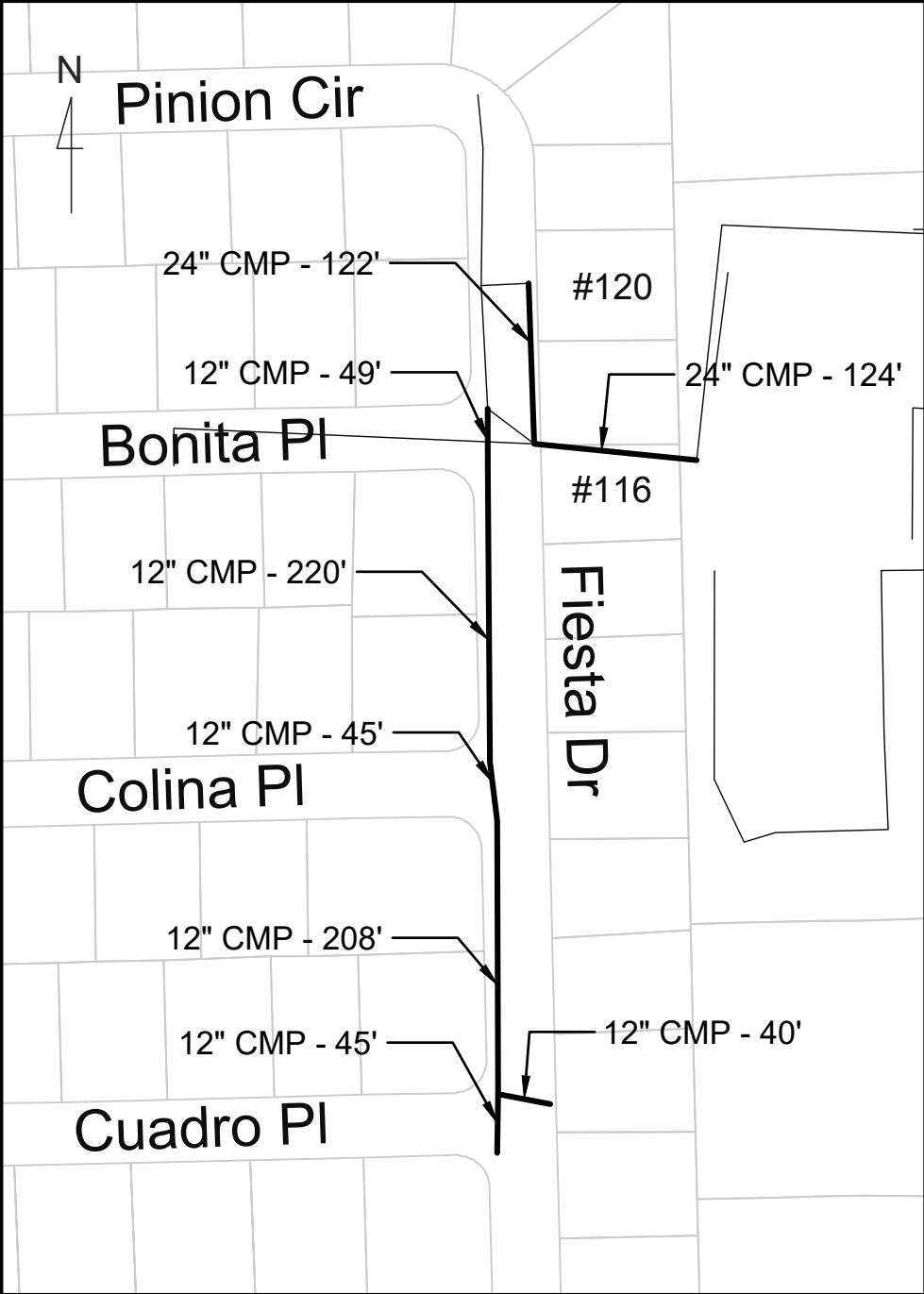
For questions or comments please contact us at (561) 640-3503

City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping CIPP	Annual Contract Held Since September 2015	Contact: Daniel Roberge Phone: 561-494-1053 Droberge@wpb.org	20,499	8" to 36"
Town of Mangonia Park	I&I Program	December, 2016	Contact: David Frodsham Phone: 561-681-5269 Dfrodsham@cgasolutions.com	12,795	8"
Lauderdale by the Sea	I&I Program	On going	Contact: Don Prince Phone: 954-640-4233 Email: DonP@lauderdalebythesea-fl.gov	19,293	8"-12"

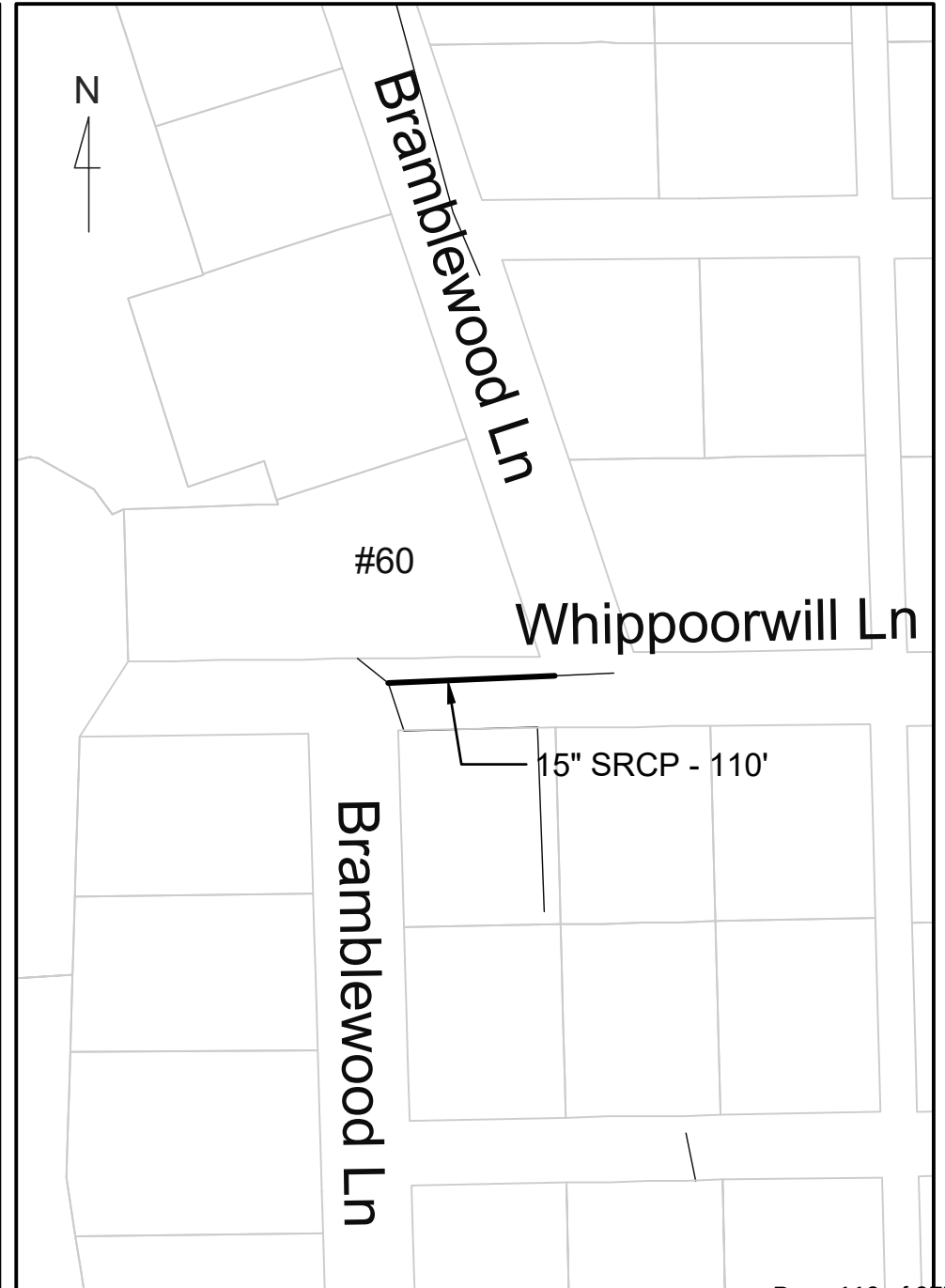
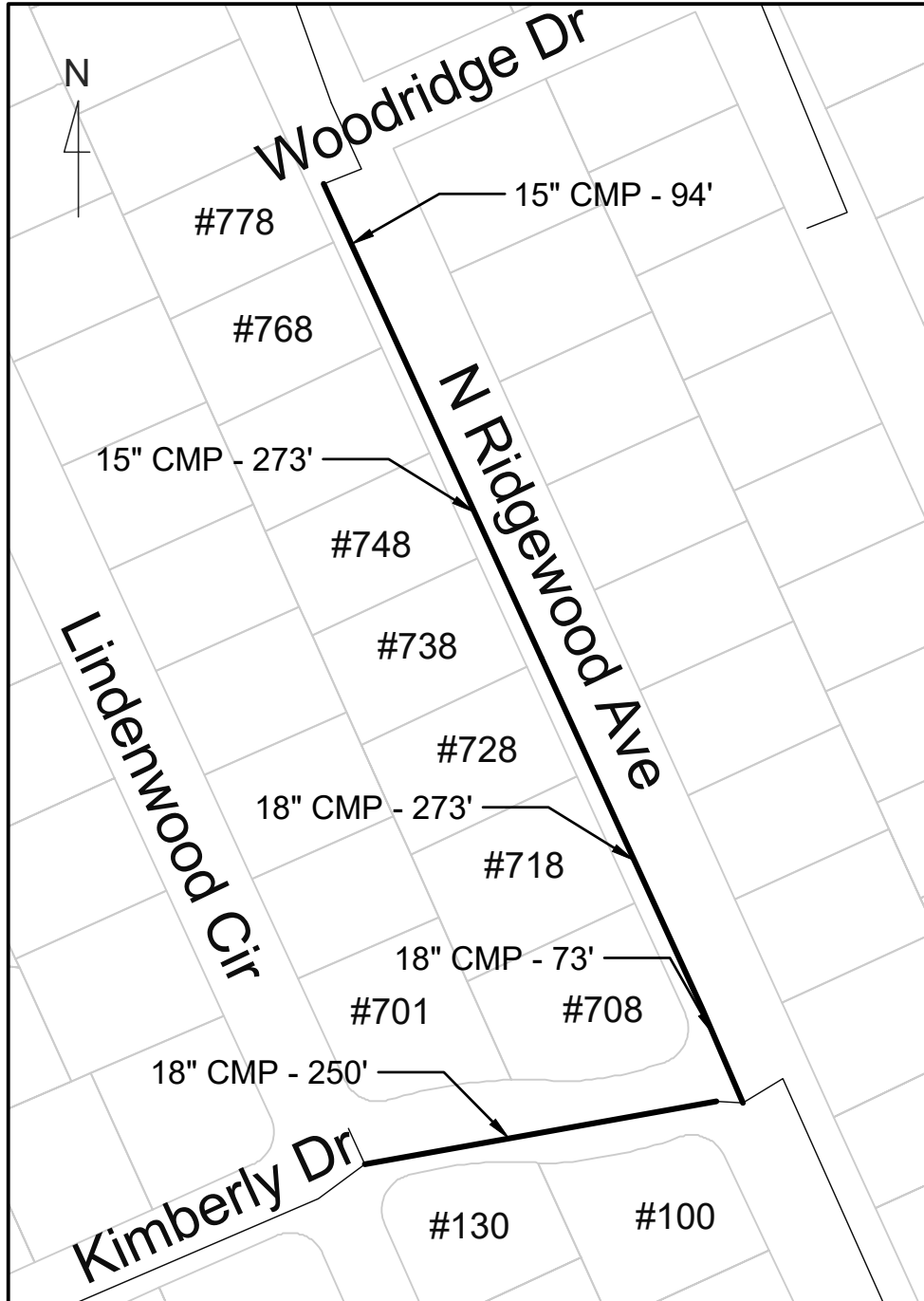
2023 / 2024 STORM & SEWER LINING



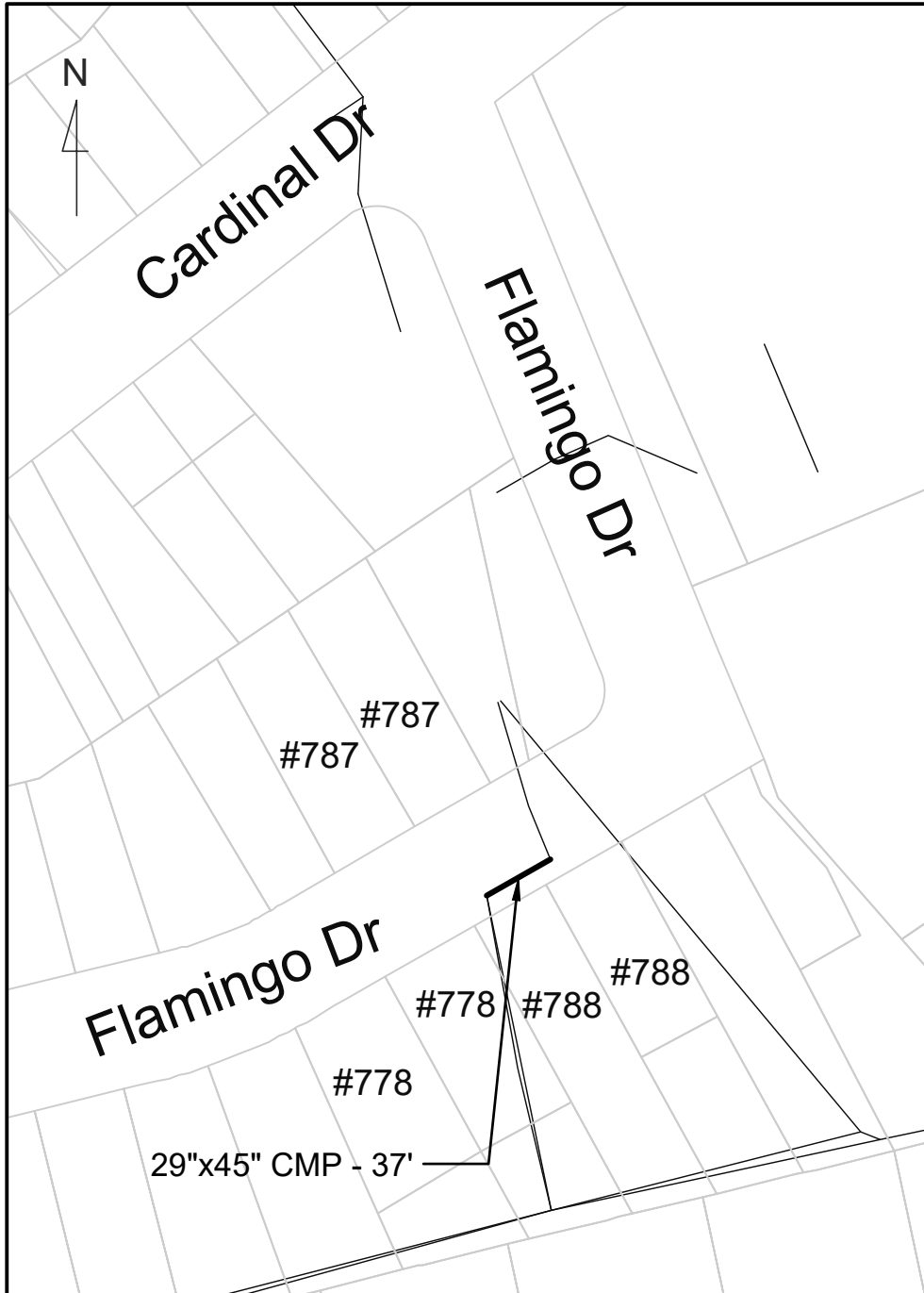
2023 / 2024 STORM & SEWER LINING



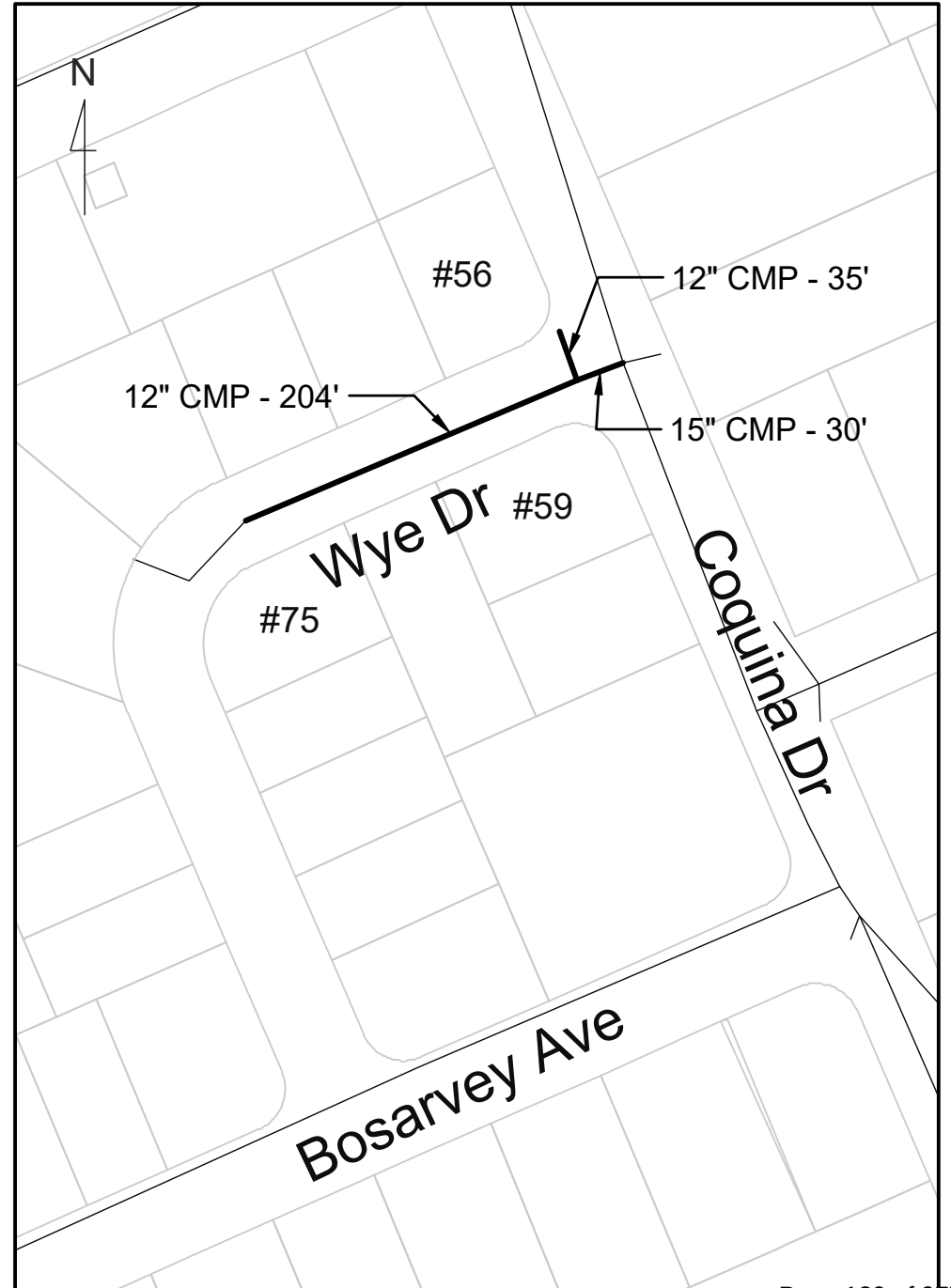
2023 / 2024 STORM & SEWER LINING



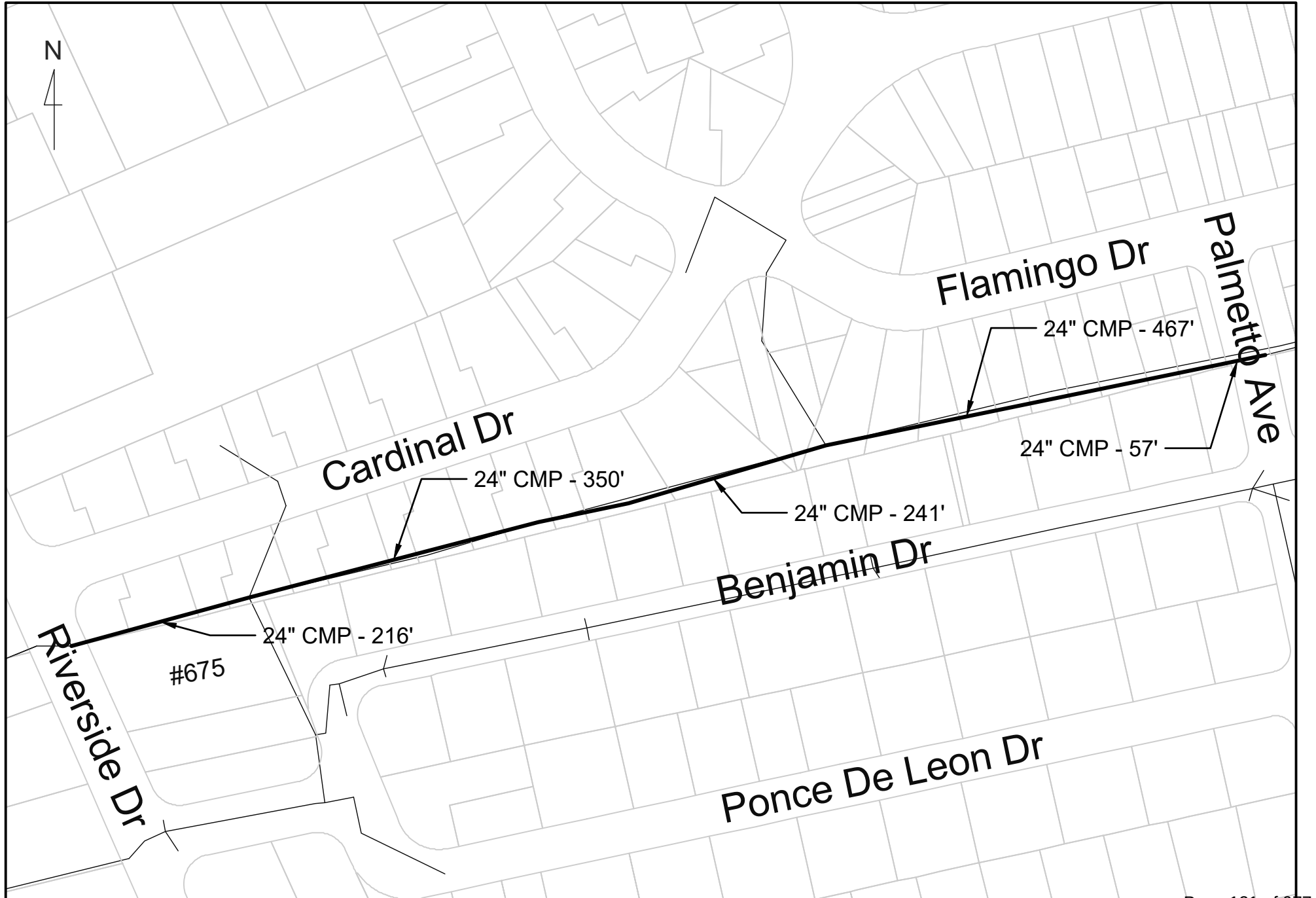
2023 / 2024 STORM & SEWER LINING



STORM



2023 / 2024 STORM & SEWER LINING





BID OPENING TABULATION

Project:2024 Storm Pipe Lining

Bid Number: 2024-27

Date & Time: June 11, 2024 2:30pm

Contractor	Addendum #1	Addendum #2	Bid Bond	Bid
Veit National	y	y	y	\$797,410.00
SE Pipe Survey	y	y	y	\$1,099,250.00
Hinterland	y	y	y	\$575,150.00
Inliner	y	y	y	\$615,180.00
TRC	y	y	y	\$632,320.00
Vortex Services	y	y	y	\$888,120.00
LMR Construction	y	y	y	\$683,460.00
NU Pipe	y	y	y	\$689,121.50
GCU	y	y	y	\$771,090.00
JUN11 24 2:30PM				

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: Rob Hart
Purchasing


Opened by: Alex Schumann
City Engineer



City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 6.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-118
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Engineering		
Subject:	Work Auth - Paul Culver, CMAR, PD Door Replacement		
Summary:	This project calls for the replacement of 5 exterior doors at the Police Department with doors that are hurricane impact rated. The replacement doors will further upgrade security of the building by providing upgraded locking mechanisms and points of tie-in to the station's security access system. In 2022, the City Commission approved a contract with Paul Culver Construction, Inc., for Construction Management Services on a Continuing Contract Basis. Under this contract, Paul Culver Construction acts as a General Contractor and contracts with specialty subcontractors through a competitive bidding process. Paul Culver has submitted a Guaranteed Maximum Price of \$89,550 for the project, which includes the construction management fee.		
Financial Impact:	Funding in the amount of \$89,550 is available from the 301-General Improvement Fund. This project was not specifically budgeted and will require an amendment.		
Citizen Impact:	Replacing the doors allows the Police Department to remain operational and maintain a safe environment.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization to Paul Culver Construction, Inc. in the amount of \$89,550.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	24-118 PD door replacement-Paul Culver (P24-0118G) - Paul Culver Work Authorization		

Approval:	Kelly McGuire, Finance Director	7/22/2024
	Shawn Finley, Assistant City Manager	7/25/2024
	Joyce Shanahan, City Manager	7/31/2024

RESOLUTION NO. 2024-118

A RESOLUTION ACCEPTING A PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES TO REPLACE FIVE DOORS AT THE POLICE DEPARTMENT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Paul Culver Construction, Inc., a construction firm under continuing contract with the City, to provide construction management services to replace five doors at the police department (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Paul Culver Construction, Inc. to provide construction management services for the aforescribed project at a cost not to exceed \$89,550.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the General Improvement Fund (301) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Paul Culver Construction, Inc. to provide construction management services to replace five doors at the police department at a cost not to exceed \$89,550.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Paul Culver Construction, Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the General Improvement Fund.

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

APPROVED AND AUTHENTICATED this 6th day of August, 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 Paul Culver Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Police Department Door Replacement

Project Description: Construction management services to provide all project management and supervision, labor, materials, and equipment to replace 4 exterior aluminum storefront doors with impact glass, and electrified panic devices for tie-in to the facility's security access system; and 1 exterior hollow metal door and frame, all as detailed in the attached Guaranteed Maximum Price proposal dated July 11, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
PD Door Replacement	Guaranteed Maximum Price	\$89,550.00
Total Fee Authorized:	Not to Exceed	<u>\$89,550.00</u>

Funding Source: General Improvement Fund (301)

Estimated Time for Completion: 7 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
PAUL CULVER CONSTRUCTION, INC.

By: _____
Bill Partington
Mayor

By: _____
Paul K. Culver
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

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.



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.

License # CGC 059149

July 11, 2024

Lane Carter
Engineering Intern
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Lane.Carter@ormondbeach.org

**RE: Ormond Beach Police Station – Door Replacement
Ormond Beach, Florida**

Dear Lane:

Thank you for extending an opportunity to Paul Culver Construction, Inc. (PCC) to work with you completing the referenced project.

We have visited the site to familiarize ourselves with the existing conditions and reviewed the Scope of Work as requested. In accordance with the above, we propose to provide all Labor, Material, Equipment, Tools, Taxes & Insurance necessary to complete the referenced project for a Guaranteed Maximum price of **EIGHTY-NINE THOUSAND FIVE HUNDRED FIFTY DOLLARS & 00/100's (\$89,550.00)** as follows:

General Conditions

\$ 15,360

- Supervision & Project Management
- General Liability & Workers Compensation Insurance, Bonds
- Demolition, Dumpsters & Portolets
- Equipment & Tools
- Site Safety/PPE/First Aid
- Daily & Final Clean-Up

Exterior Aluminum Storefront Doors (BASE PROPOSAL)

\$ 38,440

- Quoted exterior products are **Large Missile, Hurricane Impact (LMI)** rated.
 - o YKK's YHS 50 FS Aluminum Storefront
 - 2 1/2" x 5" profile, Center-Set
 - 9/16" Laminated Glass
 - o YKK's 35H Medium Stile Storefront Doors
 - Bottom Rail: Standard 8"
 - 9/16" Laminated Glass
 - All hardware is manufacturer Standard w/ Standard Finish
 - Butt Hinges
 - Surface Mounted Closers
 - Concealed Vertical Rod (CVR) Panic Device w/ Tubular Pull Handles
 - Construction cylinder. Final cylinder By Others
 - **NOTE:** Security Access Hardware (Mag lock, Power Supply, Activation Device, etc. not included)
- **Color/Finish:** Aluminum Framing: Clear Anodized; Exterior Glass: Bronze
- **Quantities:** Doors 63, 65, 73 & 74





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ALTERNATE ADD: Provide Electrified Panic Device for Tie-In to Security Access System. **\$ 10,300**

Exterior Hollow Metal Door & Frame **\$ 9,800**

- Remove existing pair of doors and replace with 6'0" x 7'0" Commercial Wind Rated (+/- 75 PSF) Outswing 18 Gauge Door, Primed, 5-3/4" Welded 16 Gauge Frame, Punch & Dimple, Rim Exit Device, Exterior Lever, Closer, Weatherstrip and Threshold.
- Provide Mag-Lock with Mounting Bracket, Release System (Transmitter/Receiver) at new HM Door only.

Finishes **\$ 4,750**

- Complete Interior Drywall Finishes upon completion of installation ready to paint.
- Complete Exterior Stucco Finishes upon completion of installation ready to paint.
- Complete painting as required to match existing.

Sub-Total:	\$ 78,650
Overhead & Profit:	<u>\$ 10,900</u>
GRAND TOTAL:	\$ 89,550

The following items are specifically excluded from this estimate: Permits, Mock-ups, Special Samples, NFRC Testing, Shop Drawings, P.E. Licensed Stamps, Structural Calculations, Engineering, Protective/Strippable Coatings, Special or Field Testing, window-treatment/trim work, Structural Repairs or Modifications, Insurance in excess of Florida Statutory requirements.

Please indicate your acceptance of this Proposal by signing and dating in the space provided below and returning a copy of this agreement to my attention at pm@paulculverconstruction.com.

ACCEPTED BY:

DATE:

We appreciate the opportunity to submit this proposal and look forward to a successful project.

Respectfully,

Kevin B. Flynn

Kevin B. Flynn
Project Manager





**PAUL CULVER
CONSTRUCTION, INC.**

7/12/2024

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City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 6.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-120
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Personal Injury Claim - Adam Stankiewicz		
Summary:	This is a request for City Commission approval of a litigation settlement offer in the amount of \$75,000 offered by plaintiff's counsel, regarding the personal injury claims of Adam Stankiewicz. Mr. Stankiewicz was involved in a bicycle accident with a City police vehicle on the afternoon of March 24, 2022, along West Granada Boulevard near the entrance to Granada Place shops. At the time of the accident, Mr. Stankiewicz was 58 years old and was riding a bicycle in the eastbound bicycle lane of Granada Boulevard. An Ormond Beach Police Officer was actively searching the nearby area to locate a suspect reported to be involved in a hit and run. As the officer quickly exited from the parking lot of the Granada Place shopping center to travel eastbound on Granada Boulevard, Mr. Stankiewicz impacted the driver side of the police vehicle, near the rear-view mirror. As a result of the impact with the police vehicle, Mr. Stankiewicz fell onto the roadway. He was not wearing a helmet and complained of injuries to his head, back and tailbone. Mr. Stankiewicz was transported to Advent Health Daytona. He sought treatment for his injuries, and subsequently was diagnosed with a fractured tailbone, as well as head, neck and back injuries. Although the plaintiff had some preexisting medical conditions, he maintains his medical condition worsened as a result of the accident. According to the traffic crash report prepared by Sergeant J. Meyer, of the Florida Highway Patrol, as the police officer traveled northbound in the parking lot of the shopping center in search of the suspect, he failed to come to a complete stop behind the stop bar, before turning onto Granada. This could raise potential liability concerns for the City's position in the case, because the vehicle's siren and lights were not activated at the time.		

	The plaintiff filed suit against the city in Circuit Court for Volusia County in June of 2023, alleging the police officer was negligent while operating his police vehicle. In information provided by the plaintiffs' counsel, the medical cost incurred to Mr. Stankiewicz due to the accident was in excess of \$113,000. This cost does not include any needed future care for Mr. Stankiewicz, or claims for his pain and suffering. Mr. Stankiewicz' initial demand to settle his claim against the city was for \$200,000. A mediation was held to attempt a settlement in the case, and a settlement for the amount of \$75,000 was tentatively reached by the parties, pending approval by the City Commission. Section 768.28, Florida Statutes limits the City's liability to no more than \$200,000 in any negligence action for any single claim, or \$300,000 for all claims arising out of the same occurrence. The statute also limits the amount that a claimant's attorney can recover to no more than twenty-five percent of an amount that is awarded to a claimant. If the proposed settlement agreement is rejected, the litigation matter is currently set for a jury trial scheduled to begin September 16, 2024.
Financial Impact:	The settlement proceeds would be paid from Fund 504-General Liability Fund.
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The City's Claims Committee and City Attorney recommend approval of the proposed settlement offer for the sum of \$75,000. The case would proceed to a jury trial scheduled to begin September 16, 2024, in the event the City Commission should decline to approve the proposed settlement.
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217
Attachments:	1. 24-120 Stankiewicz Settlement
Approval:	Kelly McGuire, Finance Director 7/22/2024 Shawn Finley, Assistant City Manager 7/25/2024 Joyce Shanahan, City Manager 7/31/2024

RESOLUTION NO. 2024-120

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY ADAM STANKIEWICZ; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the recommendation of the city attorney and hereby approves a settlement between the city and plaintiff, Adam Stankiewicz, for the sum of \$75,000.00 to be paid to Mr. Stankiewicz as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Adam Stankiewicz v. the City of Ormond Beach, 2023 31414 CICI, Volusia County Circuit Court. The settlement shall include all claims by the plaintiff against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



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: August 6, 2024

Subject: Hunter's Ridge Development of Regional Impact; Settlement and Mutual Release with Flagler County and U.S. Capital Alliance, LLC

Introduction: A resolution has been prepared approving a Global Settlement and Mutual Release between the City, Flagler County, and U.S. Capital Alliance, LLC, the master developer of Hunters Ridge. The proposed settlement includes several instruments and describes the process and conditions by which the parties will resolve all disputes and causes of action.

Background: On May 28, 1991, the State of Florida Land and Water Adjudicatory Commission approved an Amended Final Order authorizing the development of the Hunter's Ridge Development of Regional Impact (DRI) within the territorial boundaries of Ormond Beach and Flagler County. Two development orders were issued, one for Ormond Beach, and one for Flagler County. The Ormond Beach DRI required the original developer, and all successors in interest to the original developer, to convey certain conservation lands to the City and St. Johns River Water Management District.

On October 25, 2023, the City Commission adopted Resolution 2023-193 finding U.S. Capital Alliance, LLC, the successor in interest to the original developer, to be in noncompliance with the Ormond Beach DRI for:

1. Failing to convey Parcel B of the conservation lands to the City, consisting of approximately 280 acres.
2. Conveying a sixty-foot wide public road easement to Flagler County through the conservation lands located within the City.
3. Authorizing Flagler County and the developer to construct a sixty-foot wide public road, with utilities, through the conservation lands located in the City.
4. Failing to prepare a hydroperiod restoration plan, and failing to complete hydroperiod restoration activities, for Parcel B of the conservation lands.

The noncompliance determination resulted in three separate lawsuits: *City of Ormond Beach, Florida v. U.S. Capital Alliance, LLC, Hunter's Ridge Acquisition and Development, LLC, and Flagler County*, 2023 32697 CICI; *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32862 CICI; and *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32763 CICI.

The parties have mutually agreed to resolve the issues that are the subject of the pending litigation matters and the non-compliance determination. A Global Settlement and Mutual Release, which is comprised of several instruments attached as Exhibits A, B, C, D, and E, has been prepared for this purpose. The instruments attached as exhibits will be approved, executed, and recorded in the following order:

Exhibit A – Flagler County will convey to U.S. Capital Alliance, LLC, the segment of 40 Grade trail that is located within the City.

Exhibit B – U.S. Capital Alliance, LLC, will convey to the City and St. Johns River Water Management District, Parcel B of the conservation lands, and will provide to the City Exhibits C and D, below.

Exhibit C – Deed of Conservation, and

Exhibit D – Title Policy showing that mineral rights do not burden the conservation lands.

Exhibit E - execution of an Interlocal Agreement between the City and Flagler County authorizing Flagler County to use the 40 Grade for the limited purposes described in the ILA.

Upon the performance by Flagler County and U.S. Capital Alliance, LLC, of their respective obligations, the City will rescind the October 25, 2023 non-compliance determination. A resolution will be prepared for this purpose, to be approved at a public hearing that will be scheduled at the city commission's next regular meeting on August 20, 2024.

Following the full and complete performance by all parties, the pending litigation matters will be dismissed, and the parties will be released from all claims.

Budget Impact: There will be nominal costs for an escrow agent to assist the parties in coordinating the delivery and recording of the various instruments, and for recording the instruments.

Recommendation: It is recommended that the City Commission approve the Global Settlement and Mutual Release and authorize the execution of the necessary instruments in accordance with terms of the agreed upon settlement.

RESOLUTION NO. 2024-121

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A GLOBAL SETTLEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF ORMOND BEACH, FLAGLER COUNTY, AND U.S. CAPITAL ALLIANCE, LLC, RESOLVING DISPUTED ISSUES REGARDING THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT; APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND FLAGLER COUNTY; ACCEPTING THE FORM OF A WARRANTY DEED FROM U.S. CAPITAL ALLIANCE, LLC, FOR THE CONVEYANCE OF CONSERVATION LANDS; AUTHORIZING THE EXECUTION OF ANY AND ALL INSTRUMENTS AND DOCUMENTS THAT ARE NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on October 25, 2023, the City Commission of the City of Ormond Beach approved Resolution 2023-193 finding U.S. Capital Alliance, LLC, the master developer of the Hunter’s Ridge Development of Regional Impact to be in non-compliance with the Ormond Beach Hunter’s Ridge DRI (“non-compliance determination”), which subsequently resulted in the following pending litigation matters: *City of Ormond Beach, Florida v. U.S. Capital Alliance, LLC, Hunter’s Ridge Acquisition and Development, LLC, and Flagler County*, 2023 32697 CICI; *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32862 CICI; and *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32763 CICI, and

WHEREAS, the parties have mutually agreed to resolve the disputed issues that are the subject of the pending litigation and the non-compliance determination, as more particularly described in the Global Settlement and Mutual Release attached hereto, including the following instruments that are made a part thereof: Exhibit A, County Deed (from Flagler County to U.S. Capital Alliance, LLC); Exhibit B, Warranty Deed (from U.S. Capital Alliance, LLC, to the City

of Ormond Beach and St. Johns River Water Management District); Exhibit C, Deed of Conservation (from U.S. Capital Alliance, LLC, to St. Johns River Water Management District); Exhibit D, Pro Forma Policy of Title Insurance; and Exhibit E, Interlocal Agreement (between the City of Ormond Beach and Flagler County), and

WHEREAS, the Global Settlement and Mutual Release provides the general order by which the instruments that are to be approved, executed, delivered, and recorded: (a) Flagler County will first convey to U.S. Capital Alliance, LLC, the segment of the 40 Grade trail that is located within the City (Exhibit A); (b) U.S. Capital Alliance, LLC, will then convey to the City and St. Johns River Water Management District, Parcel “B” of the conservation lands and will provide a copy of the conservation easement and title policy (Exhibits B, C and D); and (c) the City and Flagler County will execute an interlocal agreement authorizing Flagler County to use the 40 Grade trail for the purposes described in the Interlocal Agreement (Exhibit E). Upon the full and faithful performance by Flagler County and U.S. Capital Alliance, LLC, of their respective obligations, the City Commission will rescind the October 25, 2023 non-compliance determination, and

WHEREAS, the City Commission desires to approve the Global Settlement and Mutual Release, inclusive of the instruments that are made a part thereof, now therefore,

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves the Global Settlement and Mutual Release, including the instruments attached thereto and made a part thereof as Exhibits A, B, C, D and E.

SECTION TWO. The City Commission approves and accepts the form of the Warranty Deed (Exhibit B) from U.S. Capital Alliance, LLC, to the City of Ormond Beach and St. Johns River Water Management District; and authorizes the recording of the Warranty Deed in the public records of Volusia County, Florida.

SECTION THREE. The City Commission specifically approves the Interlocal Agreement between the City of Ormond Beach and Flagler County (Exhibit E), and authorizes its execution.

SECTION FOUR. The Mayor, City Manager, and City Attorney, and/or their designee(s), are hereby authorized and directed to execute the Global Settlement and Mutual Release between the City of Ormond Beach, Flagler County, and U.S. Capital Alliance, LLC, including any and all instruments that are a part thereof that require the City's execution (specifically including the Interlocal Agreement attached as Exhibit E), and to execute any and all papers that are necessary and incidental thereto, in accordance with the terms of the Global Settlement and Mutual Release.

SECTION FIVE. A public hearing will be held at the regular City Commission meeting on Tuesday, August 20, 2024, at 7:00 p.m., for the purpose of rescinding the non-determination dated October 25, 2023, conditioned upon the full and faithful performance by Flagler County and U.S. Capital Alliance, LLC, of their respective obligations in accordance with the Global Settlement and Mutual Release.

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

APPROVED AND AUTHENTICATED this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

GLOBAL SETTLEMENT AND MUTUAL RELEASE

THIS GLOBAL SETTLEMENT (“Agreement”) is entered into by the City of Ormond Beach, a municipal corporation of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, FL 32174, by and through its City Commission (“City”), Flagler County, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, by and through the Flagler County Board of County Commissioners (“County”), and U.S. Capital Alliance, LLC, a Florida limited liability company, whose address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, SC 29464 (“Developer”).

In consideration of the mutual benefits herein, the parties agree as follows:

1. Purpose. This Agreement describes the process and conditions by which the parties will resolve all disputes, claims, and causes of action the parties have or may have against each other by virtue of three pending lawsuits: *City of Ormond Beach, Florida v. U.S. Capital Alliance, LLC, Hunter’s Ridge Acquisition and Development, LLC, and Flagler County*, 2023 32697 CICI; *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32862 CICI; and *U.S. Capital Alliance, LLC v. City of Ormond Beach*, 2023 32763 CICI. After fully performing their respective obligations delineated herein, the parties fully release each other from all claims raised in the lawsuits, or which relate to the subject matter thereof.

2. Implementing Protocol. The following paragraphs outline the instruments to be prepared, executed and delivered, and the order of recording required to effectuate this Agreement. Each instrument described below shall be recorded in the order set forth to preserve the respective rights of all parties hereto. The parties shall mutually agree to an escrow agent who shall assist the parties in carrying out the requirements of this Agreement. The parties shall evenly split the costs of the escrow agent.

A. County Deed of Easement. The County agrees first to convey to Developer all interest it has in and to the segment of 40 Grade trail (also referred to as a road) located within the City, in that certain 40 Grade Grant of Easement, dated April 24, 2017, and recorded in the Official Records of Volusia County, Book 7394, Page 4702 and in the Official Records of Flagler County, Book 2203, Page 529. The form of the deed of easement shall be a statutory county deed in accordance with Section 125.411, Florida Statutes, and is attached hereto and incorporated herein as Exhibit A (the “County Deed”). The Developer agrees to accept the County Deed and to record it in the public records of Volusia and Flagler Counties within five (5) business days of receipt and before the conveyance of the Conservation Lands as set forth in paragraph 2B herein.

B. Conveyance of Conservation Lands. The Amended Final Order of the State of Florida Land and Water Adjudicatory Commission, dated May 28, 1991, authorizing the development of the Hunter’s Ridge Development of Regional Impact within the City, is recorded in the Official Records of Volusia County, Book 3696, Page 1640, as subsequently amended (1st

amendment recorded at Book 3754, Page 1692; 2nd amendment recorded at Book 4257, Page 2954; 3rd amendment recorded at Book 5212, Page 2589; and 4th amendment recorded at Book 7707, Page 16, of the Public Records of Volusia County, Florida). Special Condition 3.5 and the Joint Stipulation of the Amended Final Order require the Developer to convey, by fee simple warranty deed, an undivided one-half interest of conservation lands identified as Parcel B within the City of Ormond Beach, to the City and an undivided one-half interest of Parcel B to the St. Johns River Water Management District (the “Conservation Lands”), reserving to the Developer timber interests, equestrian use rights, and hunting interests for feral hog and deer, as specified in Special Condition 3.5 and the Joint Stipulation (“Reserved Rights”). Accordingly, the Developer shall convey fee simple title to the Conservation Lands to the City and the St. Johns River Water Management District (“SJRWMD”) within five (5) business days of the recording of the County Deed as set forth in paragraph 2A herein. The form of the fee simple warranty deed has been agreed to by the City, SJRWMD, and the Developer and is attached hereto and incorporated herein as Exhibit B (the “Deed of Conservation Lands”). The Deed of Conservation Lands will reserve to the Developer the Reserved Rights including access rights so that the Developer may continue to perform its obligations and enjoy the Developer’s rights according to Special Condition 3.5 and the Joint Stipulation of the Amended Final Orders within Ormond Beach and Flagler County. The City agrees to accept the Deed of Conservation Lands and will record it in the public records of Volusia County within ten (10) business days of receipt from Developer.

Special Condition 3.5 (paragraphs I and J) and the Joint Stipulation (paragraph 6) of the Amended Final Order allow the Developer to claim an entitlement to impact fee/mitigation credits related to the Conservation Lands. City ordinances do not provide for the award or payment of impact fees/mitigation credits related to conservation lands. The Developer agrees to forego and waive any claim to, or payment of, impact fees/mitigation credits for the conveyance of the Conservation Lands or the performance of hydroperiod restoration work. Further, the City shall not request or require the Developer to conduct hydroperiod restoration on the Parcel B Conservation Lands to be conveyed to the City. The City shall defer to the SJRWMD regarding the requirement of the Joint Stipulation and the Amended Final Order, if any, for the Developer to conduct hydroperiod restoration work on Parcel B within the City, including the scope of work to be performed, in accordance with the requirements of SJRWMD.

C. Further Documentation. The Developer will furnish the following documentation to the City simultaneously with the fully executed Deed of Conservation Lands:

- i.) A copy of the Conservation Easement recorded on April 23, 2024, in Official Records Book 8546, Page 4951, burdening the Conservation Lands, attached as Exhibit C.
- ii.) A title policy demonstrating that mineral rights do not burden the Conservation Lands, attached as Exhibit D.

D. Interlocal Agreement. Immediately upon recording the Deed of Conservation Lands from the Developer, the City and County shall approve and execute an Interlocal Agreement

(“ILA”) which shall provide the County with access and use of the 40 Grade trail as provided in the ILA. The 40 Grade trail use area shall measure sixty-feet in width and is intended to allow the County to fulfill its conservation land management obligations in Flagler County in accordance with the Flagler County Amended Final Order, and to provide egress to residents during times of emergency. The form of the ILA is attached hereto and incorporated herein as Exhibit E. The County will record the ILA in Volusia and Flagler Counties.

The County shall cause the 40 Grade trail area to be surveyed and legally described. The City and County will share equally in the cost of the survey. The City and County will then amend the ILA to include the survey and legal description of the area to be used by the County. The County will record the amended ILA in Volusia and Flagler Counties.

In addition, the County also agrees to provide the City ten (10) days advance notice and will coordinate with the City prior to any maintenance activities on the 40 Grade trail within the area in the City to be used by the County as provided in the ILA.

E. Rescission of Order of Non-Compliance. The City shall, effective and conditioned upon the full and faithful performance by the Developer and Flagler County of their respective obligations as provided in paragraphs 2A and 2B, rescind Resolution 2023-193 finding the Developer in non-compliance with the Amended Final Order. In consideration of the full and faithful performance by Flagler County and the Developer of their respective obligations, to be determined upon the recordation of the instruments described in paragraphs 2A and 2B, the City shall continue the provision of services to the Developer and Flagler County, including the review of applications for water/sewer service, inspections of water/sewer lines and related facilities constructed by the Developer, and the provision of water/sewer services.

3. Waiver and Release of Claims. The parties hereby acquit, release, exonerate and discharge each other, and their officers, directors, employees, legal representatives, successors, and assigns, of and from all obligation, liability, or responsibility for, from, under or on the account of or growing out of or arising out of all known and unknown damages and losses, past and through the date of this Agreement, including costs and attorney’s fees from all matters related to the litigation matters described in paragraph 1 hereof, including but not necessarily limited to the conveyance of the Conservation Lands from the Developer to the City, the Developer’s hydroperiod restoration, and the access provided to the County under the ILA to access and use the 40 Grade trail. Notwithstanding the foregoing, the parties shall have the right to enforce the terms of this Agreement including, if necessary, obtaining an order from a court of competent jurisdiction for specific performance and/or injunctive relief subject to the applicable terms of the instruments referenced herein that expressly provide for their own conditions for resolving disputes or seeking action to enforce the respective instruments by any of the parties thereto.

Upon execution of this Agreement by the City, County, and Developer, the parties will file joint stipulations in the respective lawsuits as appropriate to terminate the litigation matters and to allow the Court to close the cases.

4. Standard Terms.

A. The parties agree nothing in this Agreement shall be deemed an admission of liability, and the consideration provided under this Agreement is given to resolve disputed claims and avoid the risk and expense of litigation.

B. The parties agree to cooperate as to the execution and filing of any supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to this Agreement.

C. The parties warrant and represent that they have taken all the steps to authorize the approval of this Agreement and its execution by their respective representatives below. The parties acknowledge that they participated equally in the drafting of this Agreement, and no court shall construe this Agreement more stringently or liberally for or against any party. Before executing this Agreement, the parties were fully informed as to its terms and contents, and each party had the opportunity to obtain the advice of lawyers of their choosing.

D. No waiver of any provision hereof shall be effective unless executed in writing by the party claiming to have made the waiver.

E. This Agreement will be construed and interpreted in accordance with Florida law without regard to applicable principles of conflict of law.

F. Time is of the essence as to every obligation of this Agreement.

G. This Agreement may be executed in counterparts each of which shall be considered one and the same instrument. This Agreement shall take effect upon its execution by the last party hereto. The City will record this Agreement in Volusia County. The County will record this Agreement in Flagler County.

H. In the event that this Agreement and all the instruments described in paragraph 2 are not approved, executed, and recorded by the respective parties as described herein no later than August 30, 2024, this Agreement and all instruments shall be null and void and shall have no effect, except that such date may be extended upon the mutual consent of the parties if reasonable good faith efforts are being taken to approve, execute, and record this Agreement and the instruments. Each of the parties shall inform the other parties regarding the status of the approval, execution, and recordation of this Agreement and the instruments. Except as may be provided in any of the instruments described herein, the parties shall share equally in the expense of recording the instruments. In the event the Developer has delivered the Deed to the City, but the City has failed to perform hereunder, the City shall be obligated to rescind the Resolution 2023-193 within thirty (30) days from delivery of the Deed regardless of any failure by the County to perform hereunder.

I. All notices which any party is required to make or otherwise provide under this Agreement shall be in writing and shall be deemed given and received on the date it is delivered by next day business delivery by a private parcel service for which a delivery receipt is provided. Notices, including those for change of address, shall be addressed or transmitted to the addresses set forth below.

City of Ormond Beach
Attn. City Manager
22 South Beach Street
Ormond Beach, FL 32174

Flagler County
Attn. County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

U.S. Capital Alliance, LLC
Attn. Manager
880 Airport Road, Ste. 113
Ormond Beach, FL 32174

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Tom Bexley, Clerk of the Circuit Court
and Comptroller

Andrew S. Dance, Chair

Date

Approved as to Legal Form:

Sean S. Moylan, Deputy County Attorney

[Signature pages to follow.]

**CITY COMMISSION OF CITY OF
ORMOND BEACH**

Bill Partington, Mayor

Date

ATTEST:

Joyce Shanahan, City Manager

APPROVED AS TO LEGAL FORM:

Randal Hayes, City Attorney

[Signature page to follow.]

U.S. CAPITAL ALLIANCE, LLC

Glen Fishman, Manager

Date

WITNESS:

Signature

Print Name

[Exhibits A, B, C, D, and E to follow.]

EXHIBIT A

Prepared by and return to:
Sean S. Moylan, Deputy County Attorney
1769 E. Moody Blvd., Bldg. #2
Bunnell, Florida 32110

COUNTY DEED

THIS DEED made this ____ day of _____, 2024, by FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, FL 32110, hereafter referred to as the “Grantor”, and U.S. Capital Alliance, LLC, a Florida Limited Liability Company, whose address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, SC 29464, hereafter referred to as the “Grantee”,

WITNESSETH that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns, forever, the following described land lying and being in Volusia County, Florida:

All rights, title, and interest in that certain 40 Grade Grant of Easement, dated April 14, 2017, and recorded in the Official Records of Volusia County at Book 7394, Pages 4702 - 4706, and recorded in the Official Records of Flagler County at Book 2203, Pages 529 - 533.

This Deed also conveys any and all right, title, and interest of the Grantor into any reservations in favor of the Grantor contained in Section 270.11(1), Florida Statutes.

IN WITNESS WHEREOF the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

**BOARD OF COUNTY
COMMISSIONERS OF FLAGLER
COUNTY, FLORIDA**

WITNESSES:

Witness #1

Print Name:_____

Address:_____

By:_____
Andrew S. Dance, Chair

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

Witness #2

Print Name:_____

Address:_____

Tom Bexley, Clerk of the Circuit Court
& Comptroller

1769 E. Moody Blvd., Bldg. 1
Bunnell, FL 32110

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 2024, personally appeared Andrew S. Dance, Chair of the Board of County Commissioners of Flagler County, Florida, and acknowledged the foregoing instrument for the purposes expressed therein, and who is personally known to me.

SEAL:

Notary Public

EXHIBIT B

Prepared By and Return To:

Kim C. Booker, Attorney at Law
Booker & Associates
1019 Town Center Drive, Suite 201
Orange City, Florida 32763

[Space Above This Line for Recording Data]

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____ 2024 between US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 111 Coleman Blvd, Ste 400, Mount Pleasant, South Carolina 29464 (the “Grantor”) and to ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a political agency within the State of Florida, whose address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as “SJRWMD”), as to an undivided one half interest in fee simple; and to CITY OF ORMOND BEACH, FLORIDA, a municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as “City”), as to an undivided one half interest in fee simple. (SJRWMD and City collectively referred to as “Grantee”).

Witnesseth, that said Grantor, for and in consideration of the sum of Ten 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 (the “Property”), to-wit:

SEE ATTACHED EXHIBIT “A”

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and that the Property is free of all encumbrances, except those Permitted Exceptions shown on Exhibit “B,” attached hereto and incorporated herein, provided that this reference shall not serve to reimpose same.

By Acceptance of this Warranty Deed, Grantee hereby acknowledges that the use of the Property described herein shall be subject to the restrictions as are set forth in that certain Joint Stipulation dated December 6, 1990, recorded at Official Records Book 3696, Page 1649, *et. seq.*, Public Records of Volusia County, Florida (hereinafter referred to as the “**Joint Stipulation**”) as well as the Hunter’s Ridge Development of Regional Impact recorded in that certain Development Order for Hunter’s Ridge, A Development Of Regional Impact adopted by Ormond Beach, and incorporated into that certain Notice of Adoption of Development Order recorded on October 1, 1991, in Official Records Book 3696, Pages 1640 through 1745, inclusive, and in Official Records Book 3739, Page 1898, in Official Records Book 3754, Page 1692, in Official Records Book 5212, Page 2589, and in Official Records Book 7707, Page 16, as amended from time to time, all being recorded in Public Records of Volusia County, Florida, (hereinafter collectively referred to as the “**Development Order**”). Grantor/Developer shall retain all rights to use the Property as set forth in the Development Order and Joint Stipulation and shall more specifically reserve and retain all rights as set forth in Paragraph 3.5 of the Special Conditions of the Development Order and all such reservation of rights set forth in the Joint Stipulation. Grantor/Developer also retains a non-exclusive right of ingress and egress over and upon the Property, including the 40 Grade trail, so that the Grantor/Developer may enjoy the reserved rights and perform its obligations in accordance with the Development Order and Joint Stipulation. The Grantee further acknowledges the rights of the Florida Audubon Society, a Florida non-profit corporation, to enforce said restrictions as permitted by the Joint Stipulation.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered
In the presence of:

US CAPITAL ALLIANCE, LLC
a Florida limited liability company

Witnesses:

By: Hunter's Ridge Acquisition and
Development, LLC., a Delaware limited
liability company, its Manager

By: Hunter's Ridge Manager, LLC., a
Delaware limited liability company

Print Name:_____

By:_____
Glen Fishman, Manager

Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me ____ in my physical presence or ____by online notary on this ____ day of _____ 2024, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a limited liability company, as Manager of US Capital Alliance, LLC., and who is personally known to me or who has produced _____ as identification.

Print Name:_____
Notary Public, State of _____
Commission No._____
My Commission Expires:_____

EXHIBIT "A"

PARCEL "D":

A PORTION OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF AND ADJACENT TO STATE ROAD 40, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR N88°05'31"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 1414.45 FEET TO A CURVE, CONCAVE EASTERLY; THENCE DEPARTING SAID NORTH LINE, ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 28°53'44", A RADIUS OF 1953.34 FEET, AN ARC LENGTH OF 985.11 FEET, A CHORD BEARING OF S01°02'15"E, AND A CHORD DISTANCE OF 974.71 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WETLAND RETENTION AREA 110 PART C(WRA 110C); THENCE ALONG THE NORTHERLY LINE OF "WRA 110C" S66°57'15"W A DISTANCE OF 356.03 FEET; THENCE S15°48'15"E A DISTANCE OF 261.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (200 FOOT R/W); THENCE DEPARTING SAID "WRA 110C" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SR40 S66°57'15"W A DISTANCE OF 2589.37 FEET TO WATER RETENTION AREA 110 PART B(WRA 110B); THENCE ALONG SAID "WRA 110B" N23°02'45"W A DISTANCE OF 146.00 FEET; THENCE S66°57'15"W A DISTANCE OF 730.00 FEET; THENCE S23°02'45"E A DISTANCE OF 146.00 FEET; THENCE DEPARTING "WRA 110B" S66°57'15"W A DISTANCE OF 1936.83 FEET TO WATER RETENTION AREA 110 PART A(WRA 110A); THENCE ALONG SAID "WRA 110A" N 19°57'17" W A DISTANCE OF 174.43 FEET; THENCE N70°02'27"E A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 25.00 FEET; THENCE S70°02'27"W A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 30.54 FEET; THENCE S66°57'06"W A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID "WRA 110A" N0°45'15"W A DISTANCE OF 355.50 FEET; THENCE S89°10'39"W A DISTANCE OF 51.06 FEET; THENCE N0°49'11"W A DISTANCE OF 2710.10 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N87°40'00"E ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1331.92 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 N87°39'47"E A DISTANCE OF 2665.25 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”
Permitted Exceptions

1. Grant of Easement granted to Durrance Development Ltd., a Florida limited partnership, its heirs and assigns recorded April 21, 1981 in Book 2261, Page 224 assigned to Leonard Durrance, his heirs and assigns by Grant of Easement recorded August 15, 1997 in Book 4226, Page 4106.
2. Terms and conditions for Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f) for Hunter's Ridge Development recorded October 1, 1991 in Book 3696, Page 1640 as affected by Resolution No. 92-68 approving First Amendment to Amended Final Order for Hunter's Ridge Development recorded April 20, 1992 in Book 3739, Page 1898 re-recorded June 25, 1992 in Book 3754, Page 1692 and Second Amendment to the Amended Final Order recorded December 4, 1997 in Book 4257, Page 2954 and Third Amendment to Amended Final Order recorded November 24, 2003 in Book 5212, Page 2589 (collectively referred to as Hunter's Ridge DRI Development Order").
3. Deed of Conservation Easement granted to St. Johns River Water Management District recorded February 19, 1997 in Book 4178, Page 932.
4. Deed of Conservation Easement granted to St. Johns River Water Management District recorded April 23, 2024 in Book 8546, Page 4951.
5. Access rights retained by US Capital Alliance, LLC., and its successors in interest.
6. Retained rights of US Capital Alliance, LLC. as stated in the above referenced Hunter's Ridge DRI Development Order and Joint Stipulation.

EXHIBIT C

DEED OF CONSERVATION EASEMENT STANDARD

Prepared by:

Joe Brinson

ECS Florida, LLC

7064 Davis Creek Road

Jacksonville, FL 32256

Return original or certified recorded document to:

St. Johns River Water Management District

4049 Reid Street

Palatka, FL 32177

THIS DEED OF CONSERVATION EASEMENT is given this 17th day of April, 2024, by US Capital Alliance, LLC ("Grantor") whose mailing address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, SC 39464 to St. Johns River Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Volusia County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 22838-58 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

- i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;
- ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
- iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Volusia County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Volusia County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, US Capital Alliance, LLC ("Grantor") has hereunto set its authorized hand this 17th day of April, 2024.

U.S. Capital Alliance

☐ A Florida corporation or ☒ a limited liability company (choose one)

By: Hunters Ridge Acquisition and Development, LLC., a Delaware limited liability company, its Manager
By: Hunters Ridge Manager, LLC, a Delaware limited liability company, its Manager

By: _____
(Signature)

Name: Glen Fishman
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

16850 Collins Ave Sunny Isles, FL 33160
(Address)

Name: Ruben Nunez
(Print)

By: _____
(Signature)

16850 Collins Ave Sunny Isles Beach, FL 33160
(Address)

Name: Marcos Garcia
(Print)

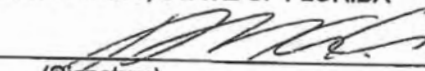
STATE OF FLORIDA

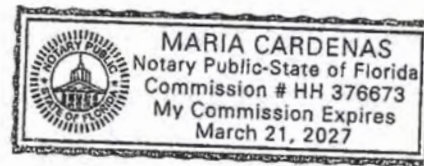
COUNTY OF Miami-Dade

On this 17th day of April 2024, before me, by means of ☒ physical presence or ☐ online notarization, the undersigned notary public, personally appeared Glen Fishman, as Manager of Hunter's Ridge Manager, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company, as Manager of US Capital Alliance, LLC, and acknowledged that he executed the same on behalf of said ☐ corporation, or ☒ limited liability company (choose one) and the he was duly authorized to do so. He is personally known to me or has produced a Florida (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA


(Signature)
Maria Cardenas
(Name)

My Commission Expires: 03/21/2027

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Metropolitan Partners Group Administration, LLC, a Delaware limited liability company, the owner and holder of a mortgage dated April 15, 2021, in the original principal amount of \$24,500,000.00, given by Hunter's Ridge Acquisition and Development LLC, a Delaware limited liability company, Little Tomoka Land Trust Dated January 15, 2021, a Florida land trust, US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation ("Grantor") to Metropolitan Partners Group Administration, LLC, a Delaware limited liability company ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 2553, Page 1411, as Official Records Instrument Number 2021021818, in the Public Records of Flagler County, Florida and recorded in Official Records Book 8039, Page 3269, as Official Records Instrument Number 2021101078, in the Public Records of Volusia County, Florida, (together with that certain Assignment of Leases and Rents recorded in Official Records Book 2553, Page 1444, as Official Records Instrument Number 2021021819, in the Public Records of Flagler County, Florida, and recorded in Official Records Book 8039, Page 3302, as Official Records Instrument Number 2021101079, in the Public Records of Volusia County, Florida, and those certain UCC-1 Financing Statement(s) filed with the State of Florida, Instrument #20210680930x, Instrument #202106809318 and Instrument #202106809326 (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by US Capital Alliance, LLC, a Florida limited liability company, granted to the St Johns River Water Management District, applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent, and Subordination is made this 17 day of

April, 2024

Metropolitan Partners Group Administration, LLC
a Delaware limited liability company
as administrative and collateral agent

By: _____

(Signature of Mortgagee)

Name: JULIAN WELDON

Title: AUTHORIZED REPRESENTATIVE

(Print)

WITNESSES:

By: _____

(Signature)

Name: IVANA LAHCANSKI

Address: 850 3rd Avenue, New York, NY

By: _____

(Signature)

Name: Ivan Guan

Address: 143-36 Quince Ave Flushing, NY 11355

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 17th day of April, 2024, by Julian Weldon (print name), as Authorized Representative (title) of Metropolitan Partners Group (Grantor of Mortgage), on behalf of the ☐ corporation, or ☒ Metropolitan Partners Group Administration, LLC, a Delaware limited liability company (Mortgagee, Grantor of the Conservation Easement). He/She is personally known to me or has produced a Connecticut (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ New York 16

(Signature)

Ivan Guan
(Name)

My Commission Expires: 12/15/2027

Ivan Guan
Notary Public, State of New York
Reg. No. 01GU0018724
Qualified in Queens County
Commission Expires 12/15/2027

EXHIBIT A

[LOCATION MAP]

LOCATION MAP - HUNTER'S RIDGE SOUTHWEST MITIGATION SITE

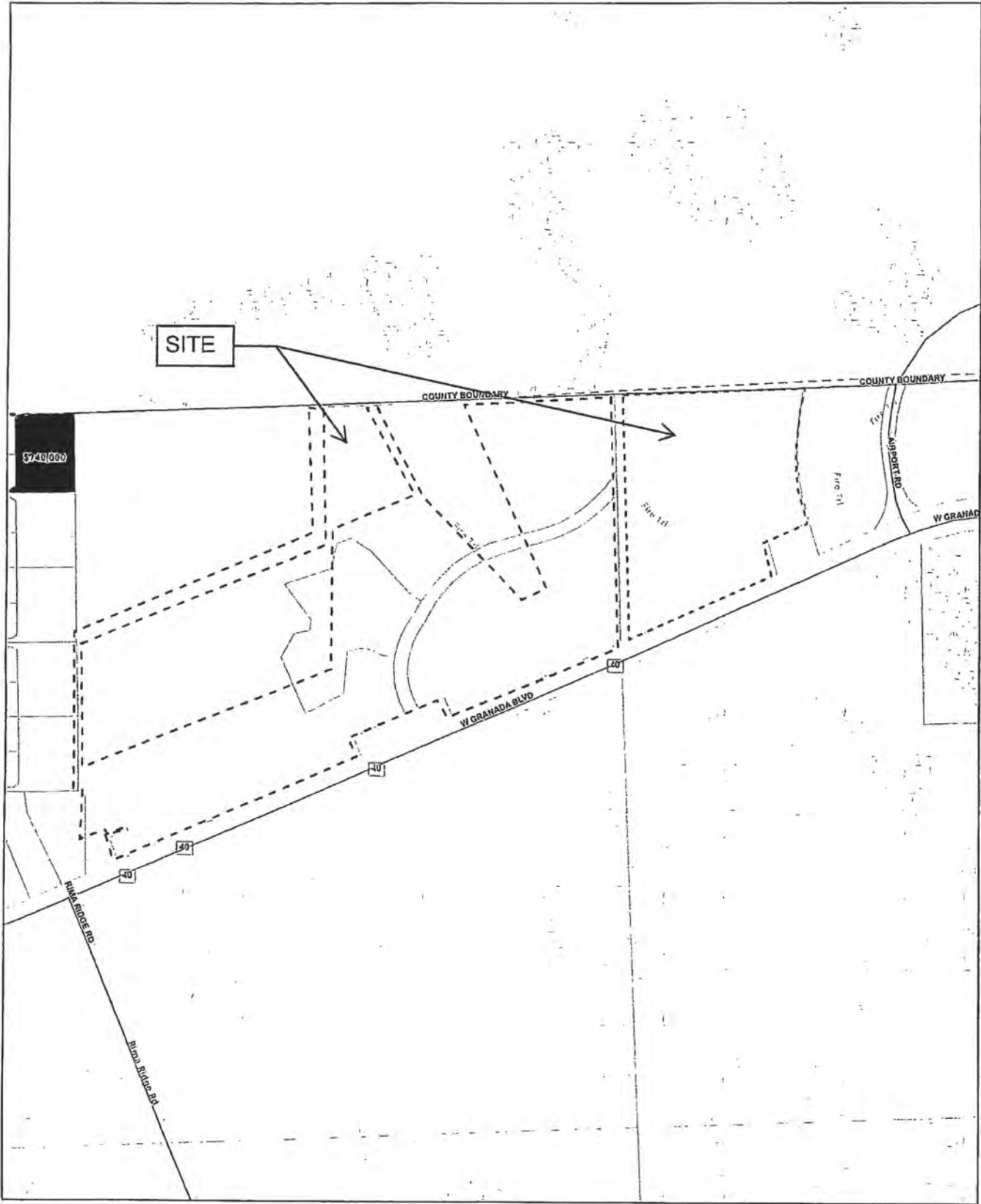


EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

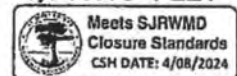
SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTIONS 28 & 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST

DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST RUN NORTH 88°05'50" EAST A DISTANCE OF 1,414.45 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 1,953.34 FEET, A CENTRAL ANGLE OF 28°53'44", AND A CHORD DISTANCE OF 974.71 FEET WHICH BEARS SOUTH 01°02'15" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 985.12 FEET TO A POINT OF NON-TANGENCY WITH A LINE, SAID NON-TANGENT LINE BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WATER RETENTION AREA 110 PART C (WRA 110C); THENCE ALONG SAID NORTHERLY LINE RUN SOUTH 66°57'15" WEST A DISTANCE OF 356.03 FEET; THENCE RUN SOUTH 15°48'15" EAST A DISTANCE OF 261.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (A 200.00' WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID NORTHERLY LINE OF "WRA 110C" RUN SOUTH 66°57'15" WEST A DISTANCE OF 2,589.37 FEET TO WATER RETENTION AREA 110 PART B (WRA 110B); THENCE ALONG SAID "WRA 110B" RUN NORTH 23°02'45" WEST A DISTANCE OF 146.00 FEET; RUN SOUTH 66°57'15" WEST A DISTANCE OF 730.00 FEET; THENCE RUN SOUTH 23°02'45" EAST A DISTANCE OF 146.00 FEET; THENCE DEPARTING SAID "WRA 110B" RUN SOUTH 66°57'15" WEST A DISTANCE OF 1,936.83 FEET TO WATER RETENTION AREA PART 110 A "WRA 110A"; THENCE ALONG SAID "WRA 110A" RUN NORTH 19°57'17" WEST A DISTANCE OF 174.43 FEET; THENCE RUN NORTH 70°02'27" EAST A DISTANCE OF 146.58 FEET; THENCE RUN NORTH 19°57'17" WEST A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 70°02'27" WEST A DISTANCE OF 146.58 FEET; THENCE RUN NORTH 19°57'17" WEST A DISTANCE OF 30.54 FEET; THENCE RUN SOUTH 66°57'06" WEST A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID "WRA 110A" RUN NORTH 00°45'15" WEST A DISTANCE OF 355.50 FEET; THENCE RUN SOUTH 89°10'39" WEST A DISTANCE OF 51.06 FEET; THENCE RUN NORTH 00°49'11" WEST A DISTANCE OF 1,140.10 FEET [CONTINUED ON SHEET 2 OF 4]

**SURVEYOR'S NOTES**

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
 2. NO IMPROVEMENTS HAVE BEEN LOCATED.
 3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.S. 472.025 OR THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER F.A.C. 5J-17.062(2) AND 5J17.062(3).
 4. THIS DOCUMENT CONSISTS OF 4 PAGES AND IS NOT FULL OR COMPLETE WITHOUT BOTH BEING PRESENT.
 5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, WHICH BEARS SOUTH 87°39'37" WEST, ASSUMED PER PUBLISHED STATE PLANE COORDINATES.
 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.
- SHEET 1 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEETS 1 & 2 OF 4 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEETS 3 & 4 OF 4 FOR SKETCH OF DESCRIPTION.

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF

SECTIONS 28 & 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST

VOLUSIA COUNTY, FLORIDA

JOB NO.: 220437	DATE	REVISIONS	TECH
SCALE: 1" = 600'	.	.	.
FIELD DATE: N/A	.	.	.
FIELD BY: N/A	.	.	.
DRAWN BY: CF	.	.	.
APPROVED BY: EGT	.	.	.
DRAWING FILE #	.	.	.
220437 HUNTER'S RIDGE STORAGE SITE CONSERVATION PARCEL	4-1-24	FONT SIZE	TKC

AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
 A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

 221 Circle Drive, Maitland, FL 32751
 407-426-7979
 americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



E. GLENN TURNER, PSM #5643

DATE:

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTIONS 28 & 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST

DESCRIPTION

TO THE SOUTHWEST CORNER OF THAT CERTAIN DEED OF CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4178, PAGE 932 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID DEED OF CONSERVATION EASEMENT RUN NORTH 67°17'53" EAST A DISTANCE OF 1932.40 FEET TO THE SOUTHEAST CORNER OF SAID DEED OF CONSERVATION EASEMENT; THENCE ALONG THE EAST LINE OF SAID DEED OF CONSERVATION EASEMENT RUN NORTH 02°20'23" WEST A DISTANCE OF 897.00 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG SAID NORTH LINE RUN NORTH 87°39'47" EAST A DISTANCE OF 2227.18 FEET RETURNING TO THE POINT OF BEGINNING.

LESS AND EXCEPT

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SAID SECTION 29 RUN SOUTH 87°39'37" WEST A DISTANCE OF 1089.42 FEET TO A POINT ON SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 02°20'23" EAST A DISTANCE OF 17.47 FEET TO THE POINT OF BEGINNING OF PARCEL 1; THENCE RUN SOUTH 24°54'22" EAST A DISTANCE OF 1,456.58 FEET; THENCE RUN SOUTH 59°25'50" WEST A DISTANCE OF 190.75 FEET; THENCE RUN NORTH 44°42'30" WEST A DISTANCE OF 1,038.35 FEET TO A POINT HEREBY ESTABLISHED AS REFERENCE POINT "A"; THENCE RUN NORTH 29°24'16" WEST A DISTANCE OF 756.26 FEET; THENCE RUN NORTH 88°07'38" EAST A DISTANCE OF 652.95 FEET RETURNING TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID REFERENCE POINT "A"; THENCE RUN NORTH 70°52'17" WEST A DISTANCE OF 76.75 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE RUN SOUTH 67°34'21" WEST A DISTANCE OF 672.18 FEET; THENCE RUN SOUTH 00°03'32" WEST A DISTANCE OF 1,011.81 FEET; THENCE RUN SOUTH 68°23'29" WEST A DISTANCE OF 2,001.71 FEET; THENCE RUN NORTH 00°28'16" EAST A DISTANCE OF 923.24 FEET; THENCE RUN NORTH 67°54'06" EAST A DISTANCE OF 1,850.42 FEET; THENCE RUN NORTH 67°54'01" EAST A DISTANCE OF 86.33 FEET; THENCE RUN NORTH 01°24'44" WEST A DISTANCE OF 975.50 FEET; THENCE RUN NORTH 87°53'19" EAST A DISTANCE OF 334.36 FEET; THENCE RUN SOUTH 30°21'19" EAST A DISTANCE OF 734.63 FEET RETURNING TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN 80.00' WIDE "40 GRADE" EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 536 LOCATED WITHIN THE LIMITS OF THE ABOVE DESCRIBED LANDS.

CONTAINING 6,923,817 SQUARE FEET OR 158.949 ACRES, MORE OR LESS.

SHEET 2 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEETS 1 & 2 OF 4 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEETS 3 & 4 OF 4 FOR SKETCH OF DESCRIPTION.

THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR AND MAPPER
ORB = OFFICIAL RECORDS BOOK
PG = PAGE(S)



Meets SJRWMD
Closure Standards
CSH DATE: 4/08/2024

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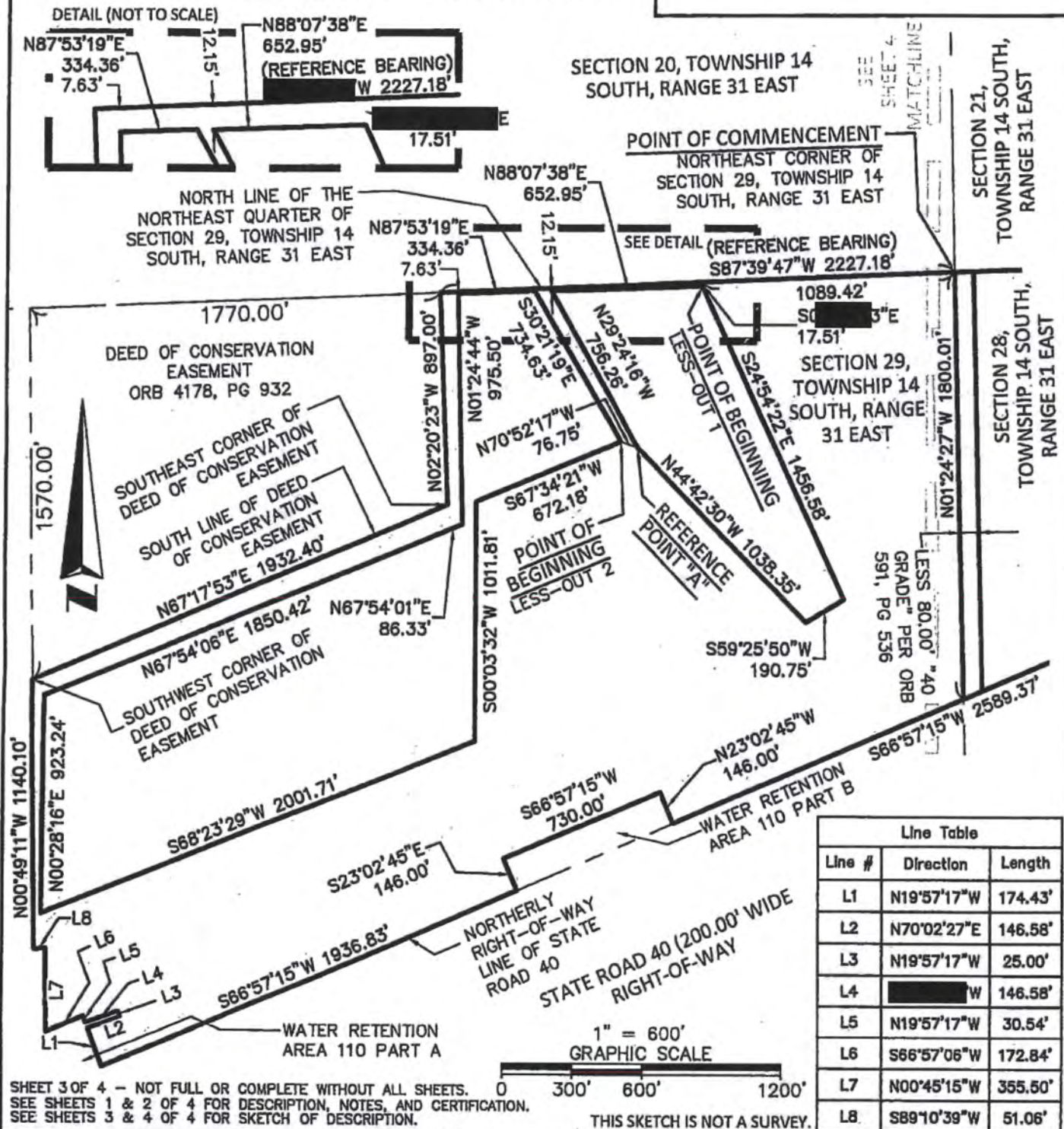
3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americansurveyingandmapping.com 407-426-7979

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTIONS 28 & 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST



SHEET 3 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEETS 1 & 2 OF 4 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEETS 3 & 4 OF 4 FOR SKETCH OF DESCRIPTION.

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Meets SJRWMD
Closure Standards
CSH DATE: 4/08/2024



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SURVEYING
& MAPPING, INC.**

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A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

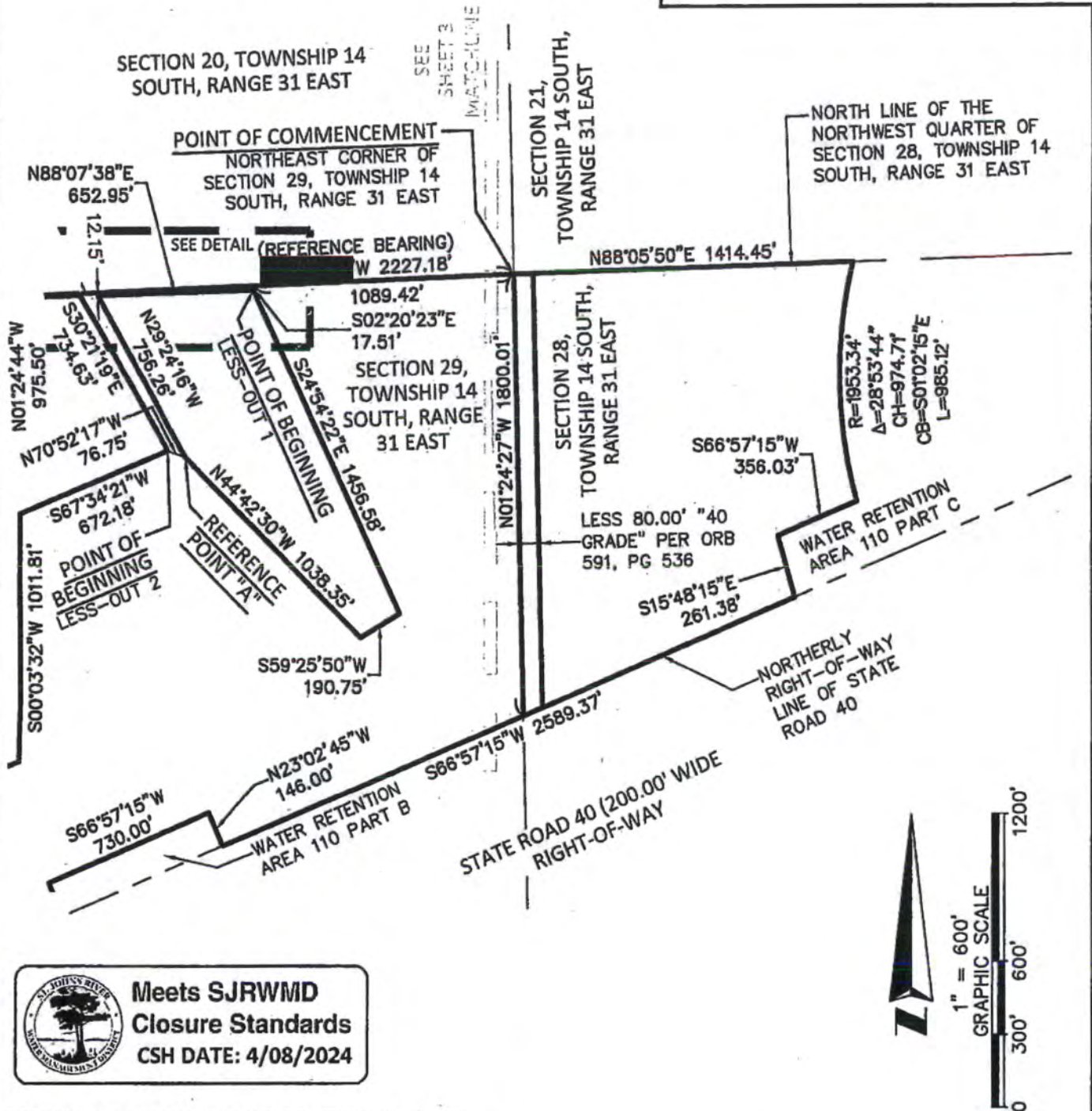
3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americansurveyingandmapping.com 407-424-7233

SKETCH OF DESCRIPTION

HUNTER'S RIDGE

SOUTHWEST MITIGATION PARCEL

A PORTION OF SECTIONS 28 & 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST



SHEET 4 OF 4 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEETS 1 & 2 OF 4 FOR DESCRIPTION, NOTES, AND CERTIFICATION.
SEE SHEETS 3 & 4 OF 4 FOR SKETCH OF DESCRIPTION.

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LB = LICENSED BUSINESS
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PG = PAGE(S)

THIS SKETCH IS NOT A SURVEY.

ASM **AMERICAN SURVEYING & MAPPING, INC.**

NDDS **NATIONAL DUE DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

3191 Maguire Blvd, Suite 200, Orlando, FL 32803 americanurveyingandmapping.com 407-426-7979

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]


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Hunter's Ridge- SW Mitigation Area
ERP No. 22838-58
April 3, 2024
Onsite Wetland Mitigation/Management Plan
I. INTRODUCTION

This mitigation plan is for conceptual permit application 22838-58 is to off-set proposed wetland impacts for three (3) out of the four (4) parcels within Hunter's Ridge, a Development of Regional Impact (DRI) south of Airport Road with two (2) residential (Amberwoods and Woodside) and commercial developments (Alder and Laurel) proposed. The SW Mitigation Area is located north of State Road 40 and south of Airport Road in Flagler and Volusia Counties, Florida. More specifically, the project is located in Sections 28 and 29, Township 14 South, Range 31 East. Hunters Ridge conservation areas are contained within Hunters Ridge DRI boundaries and are considered regionally significant by both the St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACE). ECS has identified jurisdictional wetlands pursuant to the current methodologies of SJRWMD and USACE. Wetlands identified and delineated on the parcels include hydric pine flatwoods, and cypress swamp. Wetlands identified and delineated within HR Southwest Mitigation Area include hydric pine flatwoods and cypress swamp. Portions of these wetlands with the development parcels are proposed for impact, while the remaining portions are proposed to remain. Mitigation proposed as wetland enhancement will occur within Hunters Ridge Southwest Mitigation Area -Volusia County, which is directly connected to Regionally Significant Hunters Ridge Flagler County Mitigation Area.

II. WETLAND IMPACTS

All of the wetlands on the parcels were classified according to habitat type and relative quality. This project will impact a total of 16.06 acres of on-site jurisdictional wetlands for the construction of commercial and residential developments, roadways, and associated stormwater treatment ponds. These impacts will require mitigation. Upland buffers averaging 25 feet in width with a minimum width of 15 feet are proposed. Where impacts are proposed directly to the wetlands or within the upland buffers, a 150-foot secondary impact has been assessed, equating to a total of approximately 5.53 acres. A UMAM summary analysis is attached demonstrating that the proposed mitigation plan sufficiently offsets the direct and secondary wetland impacts generated by the proposed project.

III. MITIGATIVE MEASURES

The Volusia County portion of Hunters Ridge Development of Regional Impact (DRI), is directly connected to regionally significant Hunters Ridge Mitigation Area in Flagler County. Furthermore, this parcel provides direct connectivity via an FDOT wildlife crossing, to Tiger Bay State Fores (TBSF). TBSF is located just south of State Road 40. This proposed parcel is a link for a major corridor for local species and regional species, such the Florida black bear (*Ursus americanus floridanus*) and the Florida panther (*P. c. cougar*). Based on the Hunters Ridge


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DRI boundary this should be considered regionally significant on-site mitigation. It is proposed to offset the wetland impacts associated with this project. The specific mitigation to be used to offset the conceptual impacts is reflected on the attached Figure 7, and includes 116.74 acres of wetland preservation, 35.74 acres of upland preservation, and 6.47 acres of surface water for a total of approximately 158.949 acres. All mitigation areas will be placed under perpetual conservation easement. This proposed mitigation area is a portion of larger 275.94-acre tract that will ultimately be used for mitigation for other Hunters Ridge Development pods located along Airport Road. See table below for summary of proposed preservation and impacts of the wetland and upland areas within each parcel.

Parcel Name	Total Impacted Wetland Acreage Proposed	Total Secondary Loss Impacts	Total Functional Loss (acres) of Mitigation Proposed
Alder	0	0	0
Laurel	3.60	1.19	2.359
Woodside	4.32	1.23	2.818
Amberwoods	8.14	3.123	5.164

10.27 Total FL

A. Wetland Enhancement Activities

Target Habitat: Hydric Pine Flatwoods

Approximately 116.74 acres of wet pine flatwoods within the mitigation parcel will be restored to a more natural wetland community type.

Hydric Pine Flatwoods (FLUCCS 625) The canopy of this wetland community is dominated by a mix of natural slash pine. There are higher and lower quality pine areas on site, with the higher quality areas having a more natural pine component and appropriate hydrology. Target species include loblolly bay (*Gordonia lasianthus*), red maple (*Acer rubrum*), wax myrtle (*Myrica cerifera*), maidencane (*Amphicarpum amphicarpon*), *Hypericum spp.*, and *Rhexia sp...* There is a minor cypress component in some of the hydric pine areas.

The objective is to enhance and manage the hydric pine areas to be more of a natural wetland community, consistent with typical hydric pine flatwoods habitat. The proposed area will be placed under a perpetual conservation easement. Areas will be selectively thinned to less than 50 pine stems per acre. The density reduction of slash pine will open the canopy and promote an increase in stand diversity. Furthermore, the community is proposed to be subjected to prescribed fire activities, with one burn occurring after thinning activities and then additional burning occurring on an approximate seven-year rotation. The addition to the proposed low water crossings and culverts in the Flagler County mitigation area will also help restore the natural hydrologic regime in the area. However, at this time the applicant is not proposing or reflecting any hydrologic enhancement in the UAM calculations for this proposed mitigation area. The hydrologic enhancements will be developed and proposed in the forthcoming modification of the conceptual permit or subsequent construction permits for the Airport Road pods.


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During the thinning, the relict artificial bedding rows will be manipulated to allow for normal hydrologic conditions to return to the area, which will promote a more natural pattern of surface water flow promoting the reestablishment of a natural wetland community. If the bedding rows are less than 6 inches in height, no manipulation will occur. However, if the bedding rows are greater than 6 inches, cross channels will be cut perpendicular to the bedding rows every 100 feet, or the bedding rows may be eliminated during thinning.

Removal of exotic invasive and/or nuisance species will occur on an as needed basis if coverage is greater than 5 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance with State and Federal regulations.

B. Upland Enhancement Activities

Target Habitat: Pine Flatwoods

Approximately 35.74 acres of uplands will be preserved and enhanced specifically to offset the project impacts. These areas can be classified as pine flatwoods (FLUCCS 411). However, lack of fire and past silviculture activities have degraded the parcel. The enhancement and preservation of uplands around the remaining wetland areas will also prevent adverse secondary impacts to water quality. Providing natural wildlife corridors, increased nesting/resting/denning capacity, and increased habitat diversity, creating a greater long-term ecological value to the overall basin.

Pine Flatwoods (411) Target species, include pine, (*Pinus sp.*), saw palmetto (*Sabal palmetto*), gallberry (*Ilex glabra*), bracken fern (*Pteridium aquilinum*), blackberry (*Rubus spp.*), grapevine (*Vitis spp.*) and greenbrier (*Smilax spp.*).

The objective is to convert the pine areas to a more natural pine flatwoods community. The habitat will be placed under a perpetual conservation easement. Areas will be selectively thinned to less than 50 pine stems per acre. The density reduction of slash pine will open the canopy and promote an increase in stand diversity. Furthermore, the community will be subjected to prescribed fire activities on a 5-year basis when conditions allow to further restore the habitat to its natural and appropriate state.

Removal of exotic invasive and/or nuisance species will occur on an as needed basis if coverage is greater than 5 percent. If exotic species removal is necessary, the chemical treatment of exotics will be in accordance with State and Federal regulations.

C. Wetland Preservation

Approximately 6.47 acres of surface water (pond) area is proposed to be preserved. The surface water area is an old borrow area, that has naturalized over time and was likely excavated to construct State Road 40. The pond contains appropriate aquatic species around



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the edges and contains a heavily vegetated area in the northern portion that provides good foraging, and nesting for wading birds.

IV. MONITORING

The mitigation area will be monitored in the fall (September/October) for five years with 1/10-acre fixed radius plots, one plot per five (5) acres will be placed randomly in wetland and uplands. A species count will be performed to determine the percentage of relative coverage. One full quantitative report, including EN-55 forms, will be prepared, including all data collected. Reports will specifically address the incidence of nuisance species, including the methods by which they were controlled or removed, and the frequency and dates of such activities. The monitoring report will be forwarded to SJRWMD at the end of the calendar year.

A. Success Criteria

1. At least 60 percent of trees greater than 2 inches dbh present in the wetland enhancement areas are appropriate, non-pine wetland species.
2. At least 80 percent relative cover by appropriate wetland herbaceous species has been obtained.
3. Hydrological conditions are shown to be generally appropriate for target habitat.
4. No greater than 5 percent cover by invasive or exotic species.
5. The above criteria have been achieved by the end of a 5-year period.

V. CONCLUSION

The proposed impacts equate to 10.27 function loss, while the mitigation provides an overall functional gain of approximately 10.85 units. Therefore, the proposed mitigation sufficiently offsets the proposed direct wetland impacts and potential secondary impacts for HR southwest parcels with approximately 0.58 Functional Gain Units as surplus. The surplus functional value will not be utilized. Therefore, the project should result in no net loss of wetland functions or have significant long-term adverse impacts to wetlands, floodplains, fish and wildlife, natural resources or other hydrologically related environmental functions and values.



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Booker & Associates, P.A.
 Issuing Office:
 Issuing Office's ALTA® Registry ID:
 Issuing Office File Number: US Capital Alliance/Hunter's Ridge - Orm
 Property Address: N SR40, Airport Rd., Ormond Beach, FL 32174

Note: This is a Pro Forma policy furnished to or on behalf of the proposed insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of this Pro Forma policy in no way evidences the willingness of the Company to provide any affirmative coverages shown therein.

There are requirements which must be met before a policy can be issued in the same form as this Pro Forma policy. A commitment to insure setting forth these requirements should be obtained from the company.

SCHEDULE A

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: US Capital Alliance/Hunter's Ridge - Orm
 First American File Number: 7222-6325279
 Policy Number: PRO FORMA-6325279
 Amount of Insurance: \$2,000.00
 Date of Policy: Date and Time of Recordation

1. The Insured is:

The City of Ormond Beach, a Florida corporation and St. Johns River Water Management District, a public body existing under Chapter 373 of the Florida Statutes

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

The City of Ormond Beach, a Florida corporation and St. Johns River Water Management District, a public body existing under Chapter 373 of the Florida Statutes

4. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50140212 (8-4-22)

Page 1 of 16



ALTA Owner's Policy of Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)

Booker & Associates, P.A.

By:

Authorized Signatory



Exhibit A

Agent File Number: US Capital Alliance/Hunter's Ridge - Orm
FAST File Number: 7222-6325279

The Land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

PARCEL "D":

A PORTION OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF AND ADJACENT TO STATE ROAD 40, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR N88°05'31"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 1414.45 FEET TO A CURVE, CONCAVE EASTERLY; THENCE DEPARTING SAID NORTH LINE, ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 28°53'44", A RADIUS OF 1953.34 FEET, AN ARC LENGTH OF 985.11 FEET, A CHORD BEARING OF S01°02'15"E, AND A CHORD DISTANCE OF 974.71 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WETLAND RETENTION AREA 110 PART C(WRA 110C); THENCE ALONG THE NORTHERLY LINE OF "WRA 110C" S66°57'15"W A DISTANCE OF 356.03 FEET; THENCE S15°48'15"E A DISTANCE OF 261.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (200 FOOT R/W); THENCE DEPARTING SAID "WRA 110C" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SR40 S66°57'15"W A DISTANCE OF 2589.37 FEET TO WATER RETENTION AREA 110 PART B(WRA 110B); THENCE ALONG SAID "WRA 110B" N23°02'45"W A DISTANCE OF 146.00 FEET; THENCE S66°57'15"W A DISTANCE OF 730.00 FEET; THENCE S23°02'45"E A DISTANCE OF 146.00 FEET; THENCE DEPARTING "WRA 110B" S66°57'15"W A DISTANCE OF 1936.83 FEET TO WATER RETENTION AREA 110 PART A(WRA 110A); THENCE ALONG SAID "WRA 110A" N 19°57'17" W A DISTANCE OF 174.43 FEET; THENCE N70°02'27"E A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 25.00 FEET; THENCE S70°02'27"W A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 30.54 FEET; THENCE S66°57'06"W A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID "WRA 110A" N0°45'15"W A DISTANCE OF 355.50 FEET; THENCE S89°10'39"W A DISTANCE OF 51.06 FEET; THENCE N0°49'11"W A DISTANCE OF 2710.10 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N87°40'00"E ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1331.92 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 N87°39'47"E A DISTANCE OF 2665.25 FEET TO THE POINT OF BEGINNING.

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Form 50140212 (8-4-22)

Page 3 of 16



Customer Reference Number: US Capital Alliance/Hunter's Ridge - Orm
First American File Number: 7222-6325279

SCHEDULE B

Policy Number: PRO FORMA-6325279

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

NOTE: Exception(s) numbered 1 THROUGH 6 above is/are hereby deleted.

7. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
8. Grant of Easement granted to Durrance Development Ltd., a Florida limited partnership, its heirs and assigns recorded April 21, 1981 in Book 2261, Page 224 assigned to Leonard Durrance, his heirs and assigns by Grant of Easement recorded August 15, 1997 in Book 4226, Page 4106.

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Form 50140212 (8-4-22)

Page 4 of 16



9. Terms and conditions for Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f) for Hunter's Ridge Development recorded October 1, 1991 in Book 3696, Page 1640 as affected by Resolution No. 92-68 approving First Amendment to Amended Final Order for Hunter's Ridge Development recorded April 20, 1992 in Book 3739, Page 1898 re-recorded June 25, 1992 in Book 3754, Page 1692 and Second Amendment to the Amended Final Order recorded December 4, 1997 in Book 4257, Page 2954 and Third Amendment to Amended Final Order recorded November 24, 2003 in Book 5212, Page 2589.
10. Deed of Conservation Easement granted to St. Johns River Water Management District recorded February 19, 1997 in Book 4178, Page 932.
11. 40 Grade Grant of Easement by and between U.S. Capital Alliance, LLC, a Florida limited liability company and Flagler County, Florida its heirs and assigns recorded May 8, 2017 in Book 7394, Page 4702. NOTE: This Exception will be deleted upon recordation of the Full Release in said Public Records.
12. Deed of Conservation Easement granted to St. Johns River Water Management District recorded April 23, 2024 in Book 8546, Page 4951.
13. Deed of Conservation Easement granted to St. Johns River Water Management District recorded April 26, 2023 in Book 8398, Page 188 as affected by Amended Deed of Conservation Easement Standard recorded May 31, 2023 Book 8413, Page 3915.

Note: All of the recording information contained herein refers to the Public Records of Volusia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.



Agent File Number: US Capital Alliance/Hunter's Ridge - Orm
Issuing Office File Number: 7222-6325279

Note: All of the recording information contained herein refers to the Public Records of Volusia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-888-632-1642. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

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Form 50140212 (8-4-22)

Page 6 of 16

**Policy Number: PRO FORMA-6325279****ALTA OWNER'S POLICY OF TITLE INSURANCE**
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been



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disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

For Reference:

File #: 7222-6325279

Loan #:

Policy #: PRO FORMA-6325279

Issued By:

Booker & Associates, P.A.
1019 Town Center Drive,
Orange City, FL 32763



EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

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- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy,

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whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
 When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*
 To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
 Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and

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expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

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11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only

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in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Booker & Associates, P.A.
Issuing Office: 1019 Town Center Drive, Suite 201, Orange City, FL 32763
Issuing Office's ALTA® Registry ID:
Commitment Number: 7222-6325279
Issuing Office File Number: US Capital Alliance/Hunter's Ridge - Orm
Property Address: N SR 40 @ Airport Rd., Ormond Beach, FL 32174
Revision Number: EIGHT (dated July 24, 2024)

SCHEDULE A

1. Commitment Date: July 15, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ☒ ALTA® Owner's Policy
Proposed Insured: The City of Ormond Beach, a Florida corporation and St. Johns River Water Management District, a public body existing under Chapter 373 of the Florida Statutes
Proposed Amount of Insurance: \$2000.00
The estate or interest to be insured: See Item 3 below
 - b. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. ☐ ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

US Capital Alliance, LLC, a Florida limited liability company, by virtue of Book 7229, Page 1960.

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

Booker & Associates, P.A.

By: _____

Authorized Signatory

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Issuing Office File Number: US Capital Alliance/Hunter's Ridge - Orm

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from US Capital Alliance, LLC, a Florida limited liability company, to The City of Ormond Beach, a Florida corporation (as to an undivided 1/2 interest) and St. Johns River Water Management District, a public body existing under Chapter 373 of the Florida Statutes (as to an undivided 1/2 interest). In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the

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limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

- b) Full Release of 40 Grade Grant of Easement by and between U.S. Capital Alliance, LLC, a Florida limited liability company and Flagler County, Florida recorded May 8, 2017 in Book 7394, Page 4702, Public Records of Volusia County, Florida and recorded May 4, 2017 in Book 2203, Page 529, Public Records of Flagler County, Florida.

5. INTENTIONALLY DELETED

6. INTENTIONALLY DELETED

7. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage, Security Agreement and Fixture Filing, from Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company, Little Tomoka Land Trust Dated January 15, 2021, a Florida land trust, US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation in favor of Metropolitan Partners Group Administration, LLC, a Delaware limited liability company, recorded May 3, 2021 in Book 8039, Page 3269, together with:

(a) Assignment of Leases and Rents recorded May 3, 2021 in Book 8039, Page 3302.

8. Proof of payment of taxes and assessments for the year 2023, and prior years, plus any penalties and interest.
9. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
10. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
11. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.

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12. Redemption of Tax Sale Certificate No. 2427, sale of 2024, for 2023 unpaid taxes. (Parcel No. 4128-00-00-0020)
13. Redemption of Tax Sale Certificate No. 2429, sale of 2024, for 2023 unpaid taxes. (Parcel No. 4129-00-00-0020)

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **DELINQUENT**. The gross amount is \$10,165.04 for Tax Identification No. 4128-00-00-0020.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **DELINQUENT**. The gross amount is \$33.31 for Tax Identification No. 4129-00-00-0020.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **NO TAX DUE**. The gross amount is \$3.64 for Tax Identification No. 4129-00-00-0021.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **NO TAX DUE**. The gross amount is \$0.88 for Tax Identification No. 4129-00-00-0022.

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Issuing Office File Number: US Capital Alliance/Hunter's Ridge - Orm

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. INTENTIONALLY DELETED
10. Grant of Easement granted to Durrance Development Ltd., a Florida limited partnership, its heirs and assigns recorded April 21, 1981 in Book 2261, Page 224 assigned to Leonard Durrance, his heirs and assigns by Grant of Easement recorded August 15, 1997 in Book 4226, Page 4106.
11. Terms and conditions for Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f) for Hunter's Ridge Development recorded October 1, 1991 in Book 3696, Page 1640 as affected by Resolution No. 92-68 approving First Amendment to Amended Final Order for Hunter's Ridge Development recorded April 20, 1992 in Book 3739, Page 1898 re-recorded June 25, 1992 in Book 3754, Page 1692 and Second Amendment to the Amended Final Order recorded December 4, 1997 in Book 4257, Page 2954 and Third Amendment to Amended Final Order recorded November 24, 2003 in Book 5212, Page 2589.
12. Deed of Conservation Easement granted to St. Johns River Water Management District recorded February 19, 1997 in Book 4178, Page 932.
13. 40 Grade Grant of Easement by and between U.S. Capital Alliance, LLC, a Florida limited liability company and Flagler County, Florida its heirs and assigns recorded May 8, 2017 in Book 7394, Page 4702. NOTE: This Exception will be deleted upon recordation of the Full Release in said Public Records.
14. Deed of Conservation Easement granted to St. Johns River Water Management District recorded April 23, 2024 in Book 8546, Page 4951.

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15. Deed of Conservation Easement granted to St. Johns River Water Management District recorded April 26, 2023 in Book 8398, Page 188 as affected by Amended Deed of Conservation Easement Standard recorded May 31, 2023 Book 8413, Page 3915.

Searched by: Veronica A. Clark, CLS/Senior Commercial Title Examiner - (386) 956-8135 -
vclark@firstam.com

Note: All of the recording information contained herein refers to the Public Records of Volusia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123
Phn - (727)549-3200
Fax - (866)265-4386

July 24, 2024

Re: File #7222-6325279
Property Address: N SR40, Airport Rd., Ormond Beach, FL 32174

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

The Land referred to herein below is situated in the County of Volusia, State of Florida, and is described as follows:

PARCEL "D":

A PORTION OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING NORTHERLY OF AND ADJACENT TO STATE ROAD 40, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF SAID SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR N88°05'31"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28 A DISTANCE OF 1414.45 FEET TO A CURVE, CONCAVE EASTERLY; THENCE DEPARTING SAID NORTH LINE, ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 28°53'44", A RADIUS OF 1953.34 FEET, AN ARC LENGTH OF 985.11 FEET, A CHORD BEARING OF S01°02'15"E, AND A CHORD DISTANCE OF 974.71 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 WETLAND RETENTION AREA 110 PART C(WRA 110C); THENCE ALONG THE NORTHERLY LINE OF "WRA 110C" S66°57'15"W A DISTANCE OF 356.03 FEET; THENCE S15°48'15"E A DISTANCE OF 261.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (200 FOOT R/W); THENCE DEPARTING SAID "WRA 110C" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SR40 S66°57'15"W A DISTANCE OF 2589.37 FEET TO WATER RETENTION AREA 110 PART B(WRA 110B); THENCE ALONG SAID "WRA 110B" N23°02'45"W A DISTANCE OF 146.00 FEET; THENCE S66°57'15"W A DISTANCE OF 730.00 FEET; THENCE S23°02'45"E A DISTANCE OF 146.00 FEET; THENCE DEPARTING "WRA 110B" S66°57'15"W A DISTANCE OF 1936.83 FEET TO WATER RETENTION AREA 110 PART A(WRA 110A); THENCE ALONG SAID "WRA 110A" N 19°57'17" W A DISTANCE OF 174.43 FEET; THENCE N70°02'27"E A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 25.00 FEET; THENCE S70°02'27"W A DISTANCE OF 146.58 FEET; THENCE N19°57'17"W A DISTANCE OF 30.54 FEET; THENCE S66°57'06"W A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID "WRA 110A" N0°45'15"W A DISTANCE OF 355.50 FEET; THENCE S89°10'39"W A DISTANCE OF 51.06 FEET; THENCE N0°49'11"W A DISTANCE OF 2710.10 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N87°40'00"E ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1331.92 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 N87°39'47"E A DISTANCE OF 2665.25 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50184612 (10-3-22)

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- American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Form 50184612 (10-3-22)

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EXHIBIT E

INTERLOCAL AGREEMENT *between* CITY OF ORMOND BEACH AND FLAGLER COUNTY

This Interlocal Agreement (“Agreement”) is made and entered into by and between the City of Ormond Beach (“City”) and Flagler County (“County”).

WHEREAS, the City is authorized and empowered to exercise municipal powers of self-government in accordance with Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; and Article I of the Charter of the City of Ormond Beach; and

WHEREAS, the County, a political subdivision of the state of Florida with its territorial boundaries described in section 7.18, Florida Statutes, is a non-charter county that is authorized and empowered to exercise the powers of self-government in accordance with Article VIII, Section 1 of the Florida Constitution, and Chapter 125 of the Florida Statutes; and

WHEREAS, section 125.01, Florida Statutes, grants the County expansive powers of self governance and, by its terms, must be liberally construed to effectively carry out the purpose of the statute to secure the broad exercise of home rule powers authorized by the Florida Constitution; and

WHEREAS, section 125.01(3)(a), Florida Statutes, authorizes the County to purchase or lease and sell or exchange interests in real property where no general or special law of Florida prohibits or limits the County’s ability to own or have property interests outside of its jurisdictional boundaries; and

WHEREAS, this Agreement constitutes an easement, subject to and limited by the terms herein, and is an interest in property which is not prohibited by general or special law applicable in the circumstances of this Agreement; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, section 163.01(17), Florida Statutes (“Act”), authorizes and empowers local governments to enter interlocal agreements regarding matters of mutual interest, and to cooperate with other units of local government on a basis of mutual advantage; and

WHEREAS, the City and County are both parties to separate Developments of Regional Impact (“DRI”) regarding the development of Hunter’s Ridge in the City, and in the County; and

WHEREAS, more particularly, on May 28, 1991, the State of Florida Land and Water Adjudicatory Commission (“FLWAC”) issued an Amended Final Order authorizing Hunter’s Ridge Development of Regional Impact to be developed and constructed within the territorial boundaries of the County, and within the municipal boundaries of the City, respectively; and

WHEREAS, the Amended Final Order for the Flagler County Hunter’s Ridge DRI as amended, is recorded in the Official Records of Flagler County, Book 423, Page 669, and as subsequently amended (at Book 455, Page 1019; Book 465, Page 1466; Book 1803, Page 648; Book 2631, Page 556; and Book 2700, Page 923); and

WHEREAS, the Amended Final Order for the Ormond Beach Hunter’s Ridge DRI is recorded at Book 3696, Page 1640 in the Public Records of Volusia County, Florida, and as subsequently amended (1st amendment recorded at Book 3754, Page 1692; 2nd amendment recorded at Book 4257, Page 2954; 3rd amendment recorded at Book 5212, Page 2589; and 4th amendment recorded at Book 7707, Page 16 of the Public Records of Volusia County); and

WHEREAS, Special Condition 3.5 and the Joint Stipulation of the Amended Final Order for the Ormond Beach Hunter’s Ridge DRI requires the developer of Hunter’s Ridge (“Developer”) to convey by fee simple warranty deed certain conservation lands described as Parcel “A” and Parcel “B” located within the City, to the City and St. Johns River Water Management District (“SJRWMD”); and

WHEREAS, Parcel “A” was conveyed in 1996; however, the Hunter’s Ridge Developer has not conveyed Parcel “B” to the City and the SJRWMD; and

WHEREAS, the Hunter’s Ridge Developer conveyed to Flagler County that certain 40 Grade Grant of Easement dated April 24, 2017, the area of which extends along the 40 Grade trail from State Road 40 in Ormond Beach northward to its terminus at Strickland Road/Durrance Lane in Flagler County, and which is recorded at Official Records of Flagler County, Book 2203, Page 529; and Official Records of Volusia County, Book 7394, Page 4702; and

WHEREAS, the segment of the 40 Grade Grant of Easement within the municipal limits of the City is subject to the Ormond Beach Hunter’s Ridge DRI and extends through the Parcel “B” conservation lands, to be conveyed to the City and SJRWMD; and

WHEREAS, the Developer possesses no jurisdictional or regulatory power over Parcel “B” and did not convey to the County such jurisdiction or regulatory power pursuant to the 40 Grade Grant of Easement; and

WHEREAS, in October 2023, the City filed suit against the County and the Developer seeking a declaration that the 40 Grade Grant of Easement is void and seeking an injunction against the Developer forcing the conveyance of Parcel “B” to the City; see, City of Ormond Beach,

Florida, v. U.S. Capital Alliance, LLC, Hunter's Ridge Acquisition and Development, LLC, and Flagler County, Volusia County Circuit Court Case No.: 2023 CA 329697; and

WHEREAS, the Court has temporarily abated the lawsuit so that the City and County could participate in alternative dispute resolution procedures under the Florida Governmental Conflict Resolution Act; and

WHEREAS, the City and County intend for this Agreement to be approved by the respective elected bodies, and to be executed by the respective City and County officials who are empowered to sign the Agreement, conditioned upon and in tandem with that certain Global Settlement and Mutual Release between the City, County, and Hunter's Ridge Developer, which provides as follows: (a) the conveyance by the County to the Hunter's Ridge Developer of any and all interest the County has in and to the segment of that certain 40 Grade Grant of Easement that is located in the City, by statutory county deed in accordance with section 125.411, Florida Statutes; (b) the conveyance by the Hunter's Ridge Developer to the City and SJRWMD, by fee simple warranty deed, Parcel "B" of the conservation lands that are within the City's municipal boundaries, in accordance with Special Condition 3.5 and the Joint Stipulation of the Amended Final Order for the Ormond Beach Hunter's Ridge DRI; and (c) the replacement of the 40 Grade Grant of Easement with conveyance by the City to the County non-exclusive access, use, and maintenance rights of the 40 Grade trail within the boundaries of the City enabling the County to carry out its obligations to maintain its conservation lands under the Flagler County Hunter's Ridge DRI and for emergency egress; and

WHEREAS, accordingly, the County has expressed a desire to continue to use the segment of the 40 Grade trail that is located within the City for the limited purposes provided in this Agreement; and

WHEREAS, the City is willing to allow County to use the segment of the 40 Grade trail within the City's municipal boundaries for the limited purposes described in this Agreement; and

WHEREAS, the County's access to and use of the 40 Grade trail within the municipal boundaries of the City pursuant to this Agreement are proprietary actions subject to the regulatory power of the City and do not confer any governmental jurisdiction or regulatory power over the land to the County; and

WHEREAS, this Agreement does not authorize or empower the County to perform any governmental functions of the City, nor will the City and County jointly perform either party's governmental functions as such would be authorized by section 125.01(1)(p), Florida Statutes; and

WHEREAS, this Agreement is only intended to authorize the County to exercise the limited access rights provided in this Agreement, outside of the County's statutorily described boundaries, in accordance with Article VIII, Section 1 of the Florida Constitution, and Chapter 125 of the Florida Statutes; and

WHEREAS, the City and County find that intergovernmental cooperation and coordination for the purposes described in this Agreement will benefit both parties; and

WHEREAS, this Agreement is entered into in accordance with the authority provided in Article VIII of the Florida Constitution and Chapters, 125, 163, and 166, Florida Statutes, and Article I of the Charter of the City of Ormond Beach.

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 foregoing recitals form a material understanding of the City and County, and they are incorporated herein.

2. Use of 40 Grade Trail. The City hereby grants to the County a non-exclusive right to use the 40 Grade trail for the limited purposes and under the conditions, described below.

- (a) The area for such non-exclusive rights shall be the 40 Grade trail in its existing configuration and the ditches on either side of the trail, for a measured width of sixty-feet, along a length from the State Road 40 right-of-way northward to the territorial boundary of Flagler County. The County shall cause a survey of this defined area to be performed, which shall show the 40 Grade trail in its existing configuration and the ditches on the either side of the trail. The County and City shall each pay one-half of the cost of the survey. Upon the completion of the survey and legal description, this Agreement will be amended to include the survey and legal description. The County will cause this Agreement, and the amendment to this Agreement, to be recorded at the expense of the County in the public records of Flagler County and Volusia County.
- (b) The County shall not install improvements or utilities in this area and shall not pave this area of the 40 Grade trail, except as expressly provided in section (d) of this paragraph. The rights granted herein do not include the right to create or use the 40 Grade trail as a public road, nor does this Agreement grant any rights to members of the public. The County shall cooperate with the City to prevent unauthorized access to, and the unauthorized use of, the 40 Grade trail. In the event the 40 Grade trail is ever integrated into a passive recreational amenity to the conservation lands in the County or City in accordance with the Amended Final Orders of both jurisdictions, as may be approved by the elected bodies of both jurisdictions, the County and City agree to cooperate, coordinate, and make available to residents of the County and City, and to members of the general public, the shared or joint use of the passive recreational amenities, in accordance with the Amended Final Orders of both jurisdictions.
- (c) The County's use of the 40 Grade trail shall be limited to emergency ingress and egress for stranded residents of Flagler County; for combatting or

managing forestry lands for wildfires; and for vehicular access that is reasonably necessary to maintain the County's conservation lands within the Flagler County Hunter's Ridge DRI. The limited use authorized by this Agreement shall be in accordance with the applicable provisions of the Amended Final Orders for the Flagler County Hunter's Ridge DRI and the Ormond Beach Hunter's Ridge DRI, respectively. The County's use of the 40 Grade trail shall also comply with all applicable laws, rules, and regulations, including those of the City.

- (d) The County's use of the 40 Grade trail shall include the right to periodically maintain and stabilize the surface of the trail with shell material so that the trail can handle heavy equipment that is necessary for the County to manage its conservation lands. The County is also authorized, but is not required, to maintain the drainage ditches adjacent to the travel area of the 40 Grade trail. The County will coordinate with the City regarding its desire and intention to maintain and stabilize the 40 Grade trail within the defined area and will provide ten (10) days advanced notice of the same to the City's Public Works Director or Planning Director; except that during times of emergency, the County will provide as much notice as is practicable under the circumstances, and the City will expedite the coordination that is necessary for the County to maintain and stabilize the 40 Grade trail.
- (e) The County's authority and right to use the 40 Grade trail does not confer upon the County any right of access to conservation lands in the City that adjoin the 40 Grade trail area.
- (f) The County shall not assign its rights hereunder, except that the County may employ agents for performance of the work authorized herein. Such agents shall not violate any of the provisions of this Agreement. In the event the County requires its agents to provide liability insurance, the City shall be included on the policy as an additional named insured.
- (g) In the event the County or its agents violate any of the provisions of this Agreement or damage the 40 Grade trail area, the County shall be liable for all damages flowing therefrom, normal wear and tear excepted, including but not limited to restoring the damaged area to its pre-violation condition.
- (h) The duration of the access provided herein shall be the same as the term of this Agreement, and all renewals hereof.

3. Term, Renewal, and Amendment of Agreement. The initial term of this Agreement shall be for a term of twenty (20) years and shall be automatically renewed for additional ten (10) year terms unless either party is found to be in material breach as determined by the Circuit Court

in and for Volusia County, Florida. This Agreement may be amended or terminated upon the mutual consent of the elected bodies of the County and City.

4. Periodic Review of Agreement. The County and City shall jointly and cooperatively review the effectiveness of the Agreement every five years, or at such other times that may be reasonable under the circumstances, to determine whether the purpose and goals of the Agreement are being met.

5. Dispute Resolution. In the event the County or City contend that the other party has violated this Agreement, the aggrieved party shall provide written notice to the other party specifying with particularity the nature of the violation. The County and City shall make a good faith reasonable effort to resolve the dispute in an informal manner. In the event the parties are unable to resolve the dispute, either party may initiate the governmental dispute resolution process provided in Chapter 164, Florida Statutes, as the same presently exists or as it may be amended. This Agreement may be terminated by either party at any time in the event the other party commits a material breach of the Agreement as determined by the Circuit Court in and for Volusia County, Florida. A material breach shall mean a violation of the Agreement that materially affects or alters the performance of either party.

6. 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 or 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. Nothing herein modifies the rights of the other parties as provided in the DRI's or the laws of Florida governing DRI's.

7. Authority and Jurisdiction. This Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution; section 125, Florida Statutes; Chapter 163.01, Florida Statutes; Chapter 166, Florida Statutes; and Article I of the Charter of the City of Ormond Beach. The non-exclusive use of the 40 Grade trail granted by this Agreement is intended to authorize the County to exercise the limited proprietary rights provided in this Agreement within the municipal boundaries of the City in accordance with Article VIII, Section 1 of the Florida Constitution, and Chapter 125 of the Florida Statutes. Nothing in this Agreement authorizes the County to legislate or exercise police powers over the defined 40 Grade trail area, and the County's status under this Agreement is not different than as if the City granted the same access rights to a private individual or entity.

8. Sovereign Immunity and Jurisdiction. The County and City each retain all rights, privileges, benefits, and immunities of sovereign immunity.

9. Enforcement. Subject to the dispute resolution hereunder, 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.

10. 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.

11. Effective Date. This Agreement shall be effective on the date it is recorded in Flagler County and Volusia County, whichever recordation date occurs last.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

Accepted and Approved by the Flagler County Board of County Commissioners,

FLAGLER COUNTY

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit Court
and Comptroller

Date: _____

1769 E. Moody Blvd., Bldg. 1
Bunnell, FL 32110

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County
Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____ 2024, by Andrew S. Dance, as Chair of the Flagler County Board of County Commissioners, and Tom Bexley, as Clerk of the Circuit Court and Comptroller, who are personally known to me.

(SEAL)

Notary Public

Granted by the City Commission of Ormond Beach, as Grantor.

CITY OF ORMOND BEACH

Bill Partington, Mayor

ATTEST:

Date: _____

22 South Beach Street
Ormond Beach, FL 32174

Joyce Shanahan, City Manager

22 South Beach Street
Ormond Beach, FL 32174

APPROVED AS TO FORM:

Randal Hayes, City Attorney

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Bill Partington and Joyce Shanahan, as Mayor and City Manager of the City of Ormond Beach, Florida, who are personally known to me or who have produced _____ as identification.

(SEAL)

Notary Public



City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 6.E

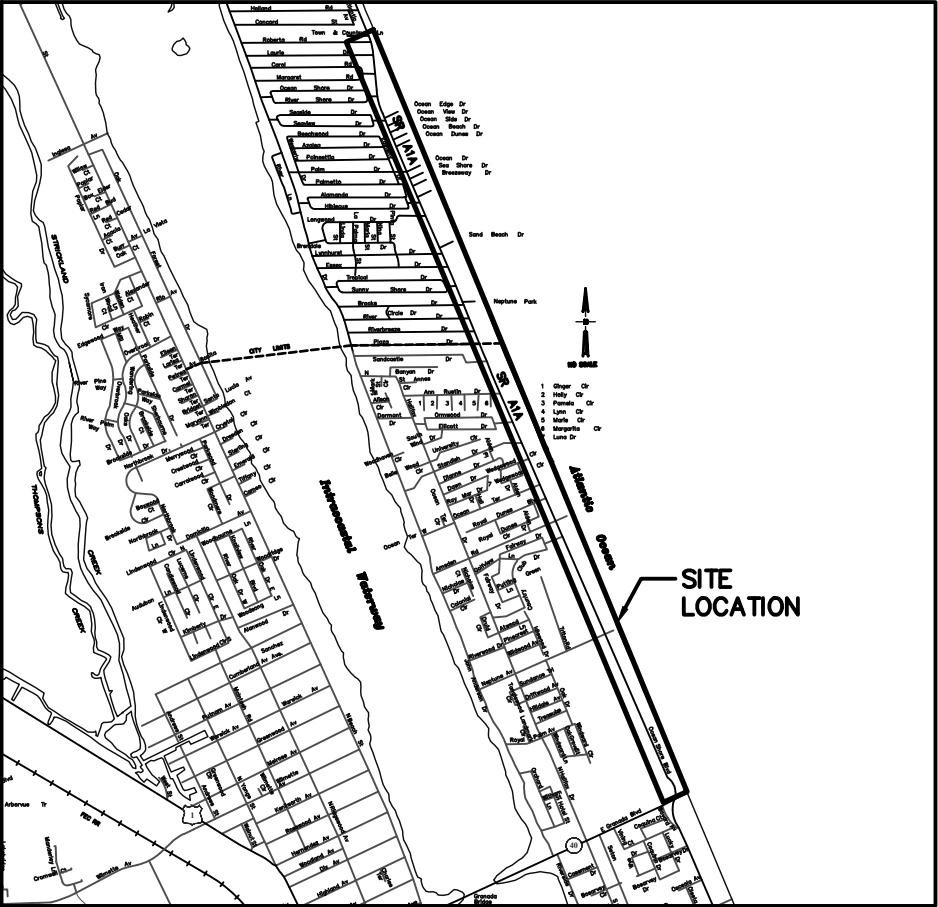
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - 2024 A1A Utility Relocation		
Summary:	The Florida Department of Transportation (FDOT) has an upcoming construction project on A1A from Granada Boulevard north to Roberta Road. The FDOT project will improve pedestrian safety as well as provide additional drainage for State Road A1A. In several locations, proposed drainage structures are in conflict with existing city-maintained water mains, reclaimed mains and (sewer) force mains. These City-owned facilities are permitted within the FDOT right of way provided they do not conflict with FDOT facilities. As such, the City is required to relocate those utilities necessary to accommodate the FDOT project. This Intent to Bid provides for the relocation of the City's Utilities, ensuring the relocation is complete in advance of the upcoming FDOT project. City staff have prepared plans and bid documents; Engineering estimates the cost of these modifications to be \$120,000.		
Financial Impact:	City staff has prepared an Engineer's Opinion of Probable Cost for this work, the estimated modifications will cost \$120,000. A budget amendment will be required for the Fund 409 - Water and Wastewater R&R.		
Citizen Impact:	This bid allows for the relocation of the utilities out of the way of the upcoming FDOT project, ensuring there are not any adverse impacts to the utility services as well as not allowing FDOT to maintain their project schedule. The new facilities will be outside the asphalt, further ensuring that any future repairs do not impact the traveling public.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to proceed with advertising the plans and specifications for bidding, unless otherwise directed by the City Commission.		

Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. A1A Utility Relocates Plans 2. A1A Utility Relocates Bid Manual	
Approval:	Kelly McGuire, Finance Director	7/30/2024
	Shawn Finley, Assistant City Manager	7/30/2024
	Joyce Shanahan, City Manager	7/31/2024

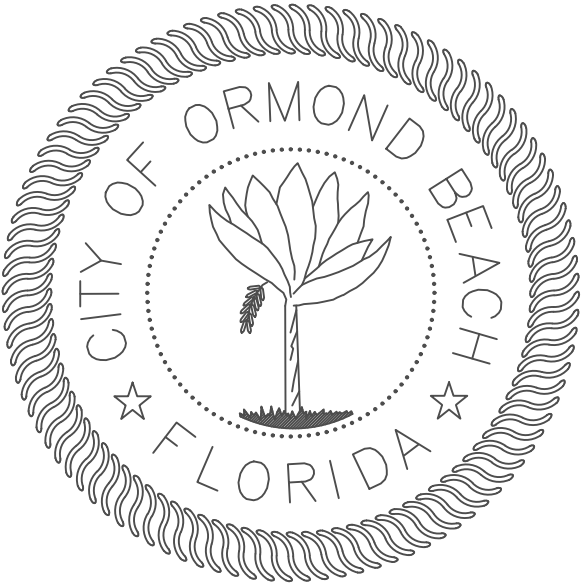
CITY OF ORMOND BEACH

A1A UTILITY RELOCATIONS

 - SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	GENERAL NOTES
3	WATER NOTES
4	SEWER NOTES
5	RECLAIMED NOTES
6	PLAN 46+00 TO 49+00
7	PLAN 88+00 TO 91+00
8	PLAN 91+00 TO 94+00
9	PLAN 94+00 TO 97+00
10	PLAN 97+00 TO 100+00
11	PLAN 106+00 TO 109+00
12	PLAN 120+00 TO 123+00
13	PLAN 149+00 TO 152+00
14	PLAN 168+00 TO 171+00
15	DETAILS
16	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

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.			IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED: THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS: 1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS-BUILT" INFORMATION. 2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE. 3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. 4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT. 5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. 6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES. 7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES. 8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET. 9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED. 10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS-BUILT". THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS: 11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. 12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.			13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES. 14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED. 15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION. 16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. 17. WATER VALVES, TEES, ALL SERVICES, BLOW - OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES. THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS: 18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY. 19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS. 20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD-ROM CONTAINING AUTO-CAD FILES AND PDF VERSIONS SHOWING ALL "AS-BUILT" SHEETS. ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS. 22. CAD FILE OF "AS-BUILTS" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83) 23. ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION. 24. ALL "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD. NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.
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	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX		STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR "AS-BUILT" DRAWINGS	INDEX		STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS BUILT DRAWINGS	INDEX
		M-2			M-1A			M-1B
		MAY 2020			MAY 2020			MAY 2020

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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	A1A UTILITY RELOCATES	GENERAL NOTES	DATE: 7/9/27	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
								DRAWN BY: MC	SHEET: 2 OF 16

GENERAL NOTES WATER SYSTEM CONSTRUCTION 1. THE CITY’S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION. 2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID. 3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. 4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1’ LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO–T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS. 5. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR. 6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE. 7. WATER SERVICES (SINGLE 1”) SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED. 8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4” X 4” LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24” ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS. 9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET. 10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE. 11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING: A. STANDARD GATE VALVES LESS THAN 48” DIAMETER RESILIENT SEAT GATE VALVES (AWWA C–509 OR C–515). B. MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C – 509) C. 2” OR SMALLER VALVES SHALL BE BRASS BALL VALVES.	GENERAL NOTES WATER SYSTEM CONSTRUCTION 12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE. 13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL. 14. HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAINS TO WHICH HYDRANTS ARE CONNECTED SHALL BE 8 INCHES MINIMUM. 15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18–24” ABOVE GRADE. 16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY. 17. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY. 18. ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIG, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. 19. WATER MAINS SHALL BE AWWA C–900 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED AWWA C–104. 20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER’S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE HEALTH DEPARTMENT, AND THAT CERTIFIED AS–BUILT DRAWINGS (24”x36”) ARE PROVIDED TO THE CITY PRIOR TO PAVING AND ANY USE OF THE SYSTEM. SEE M–1A & M–1B FOR AS–BUILT REQUIREMENTS 21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES. 22. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C–550	GENERAL NOTES WATER SYSTEM CONSTRUCTION 23. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY’S INSPECTOR. 24. ALL WATER SERVICES SHALL BE MARKED WITH A ” ” SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. 25. ALL WATER VALVES AND BLOW–OFFS SHALL BE MARKED WITH AN ”X” SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE. 26. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN–LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE. 27. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL. 28. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED. 29. ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE. 30. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY’S ENGINEERING & PLANNING DEPARTMENT BEFORE FINAL INSPECTION AT COMDEV@ORMONDBEACH.ORG. 31. PIPING FOR RAW WATER SHALL BE WHITE FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE WHITE WITH LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12” TO 18” ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ ”CAUTION – RAW WATER MAIN BURIED BELOW” OR WHITE WITH LOCATOR TAPE PLACED 12” TO 18” ABOVE THE TOP OF THE PIPE. 32. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS. <table><tr><th colspan="3">M A T E R I A L S</th></tr><tr><th>DIAMETER</th><th>MATERIAL</th><th>STANDARD</th></tr><tr><td>1” – 2”</td><td>BLUE ENDOT ENDOTRACE POLYETHYLENE TUBING (CTS SIZE)</td><td>ASTM D 2737</td></tr><tr><td>4” – 12”</td><td>PVC DR–18</td><td>AWWA C 900</td></tr><tr><td>> 4” – 12” DEDICATED FIRE LINE</td><td>PVC DR–14</td><td>AWWA C 900</td></tr><tr><td> 14” – 36” 16”– 24” — DR – 18 30”– 36” — DR – 21 </td><td>PVC 1120</td><td>AWWA C 905</td></tr><tr><td>ALL SIZES</td><td>HDPE DIPS DR 11</td><td>ASTM F 714</td></tr></table> NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.	M A T E R I A L S			DIAMETER	MATERIAL	STANDARD	1” – 2”	BLUE ENDOT ENDOTRACE POLYETHYLENE TUBING (CTS SIZE)	ASTM D 2737	4” – 12”	PVC DR–18	AWWA C 900	> 4” – 12” DEDICATED FIRE LINE	PVC DR–14	AWWA C 900	14” – 36” 16”– 24” — DR – 18 30”– 36” — DR – 21	PVC 1120	AWWA C 905	ALL SIZES	HDPE DIPS DR 11	ASTM F 714
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	STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX W–1A JUNE 2023		STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX W–1B JUNE 2023		STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX W–1C JUNE 2023
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SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL)
3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
 - 8" PIPE 0.40%
 - 10" PIPE 0.30%
 - 12" PIPE 0.22%
5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
8. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (ASSHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
10. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION – M10).
12. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
13. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.

SANITARY SEWER CONSTRUCTION GENERAL NOTES

14. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
15. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
16. DOGHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORMOND BEACH
17. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
19. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
20. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
21. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRU SURE-GRIP, RAVEN, SEWPERCOAT, GREEN MONSTER, OR PRE-APPROVED EQUAL.
22. SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
23. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEVIEW ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TELEVIEWING PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.

SANITARY SEWER CONSTRUCTION GENERAL NOTES

24. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
25. ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
26. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAB SET INTO THE PAVEMENT.
27. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS .
28. ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
29. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
30. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
31. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" - 12"	PVC 1120 / CLASS 100	AWWA C 900
14" - 36" (16" - 24" → DR - 18) (30" - 36" → DR - 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.



S-1A

MAY 2020



S-1B

MAY 2020



S-1C

MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	A1A UTILITY RELOCATES	SEWER NOTES	DATE: 7/9/24	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
								DRAWN BY: MC	SHEET: 4 OF 16

GENERAL NOTES RECLAIMED WATER SYSTEM CONSTRUCTION

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY ENGINEERING DEPARTMENT.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. RECLAIMED WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (PURPLE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000 FEET.
10. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED RECLAIMED WATER VALVE TYPES ARE THE FOLLOWING:
 - A. STANDARD GATE VALVES LESS THAN 48" DIAMETER
RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
 - B. TAPPING VALVES AND MECHANICAL TAPPING SLEEVE
SHALL BE STAINLESS STEEL. (AWWA C - 509)
 - C. EPOXY COATED. (AWWA C - 550)

GENERAL NOTES RECLAIMED WATER SYSTEM CONSTRUCTION

12. ALL RECLAIMED WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED PURPLE TO MAKE THEM PLAINLY VISIBLE.
13. RECLAIMED WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW RECLAIMED WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
14. A. HYDRANTS SHALL BE LOCATED AS REQUIRED TO OPTIMIZE FLUSHING
B. ALL HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO MAINTENANCE PERSONNEL. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18"—24" ABOVE GRADE.
C. ALL PROPOSED RECLAIMED WATER MAINS SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS.
15. AS STANDARD PRACTICE, RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB ON OPPOSITE SIDE OF ROADWAY FROM WATER MAIN OR AS APPROVED BY THE CITY.
16. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
17. RECLAIMED WATER MAINS SHALL BE AWWA C-900 CL 150, HDPE SDR-11, OR D.I.P. CLASS 350 STANDARD CEMENT LINED.
18. UPON CONSTRUCTION COMPLETION PRIOR TO ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY FLUSHED, PIGGED, PRESSURE TESTED, AND SUBMIT FOR FDEP CLEARANCE BEFORE FINAL PAVING.
19. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
20. SEE STANDARD DETAILS M-1A & M-1B FOR AS-BUILT DRAWING REQUIREMENTS

GENERAL NOTES
RECLAIMED WATER SYSTEM CONSTRUCTION

21. RECLAIMED WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING (IF APPLICABLE) IN THE PRESENCE OF THE CITY'S INSPECTOR AND CERTIFIED BY THE ENGINEER.
22. ALL RECLAIMED WATER SERVICES SHALL BE MARKED WITH A "1" SAWCUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
23. ALL RECLAIMED WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH AN "X" SAWCUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
24. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.
25. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
26. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
27. ALL METER BOXES SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY, REGARDLESS OF SIZE.
28. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" - 12"	PVC DR-18	AWWA C 900-07
> 4" - 12" DEDICATED FIRE LINE	PVC DR-14	AWWA C 900-07
14" - 36" (16" - 24" — DR - 18) (30" - 36" — DR - 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE DIPS DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE PURPLE, BLUE WITH PURPLE LOCATOR TAPE FOR RAW WATER MAIN.



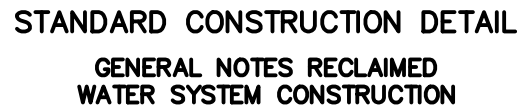
RW-1A

MAY 2020



RW-1B

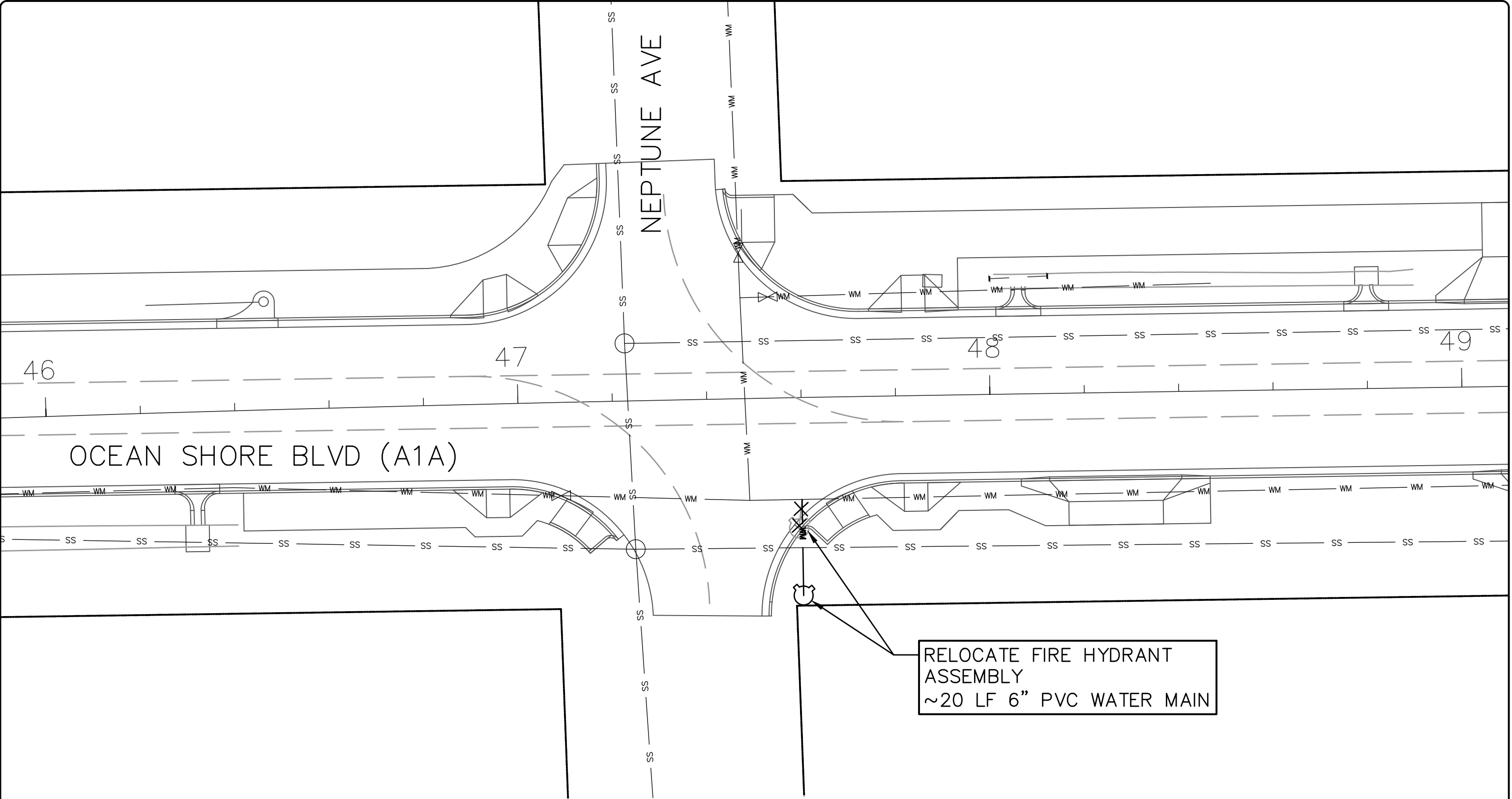
MAY 2020



RW-1C

MAY 2020

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	A1A UTILITY RELOCATES	RECLAIMED NOTES	DATE: 7/9/24	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
					ALEX SCHUMANN, P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 5 OF 16



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

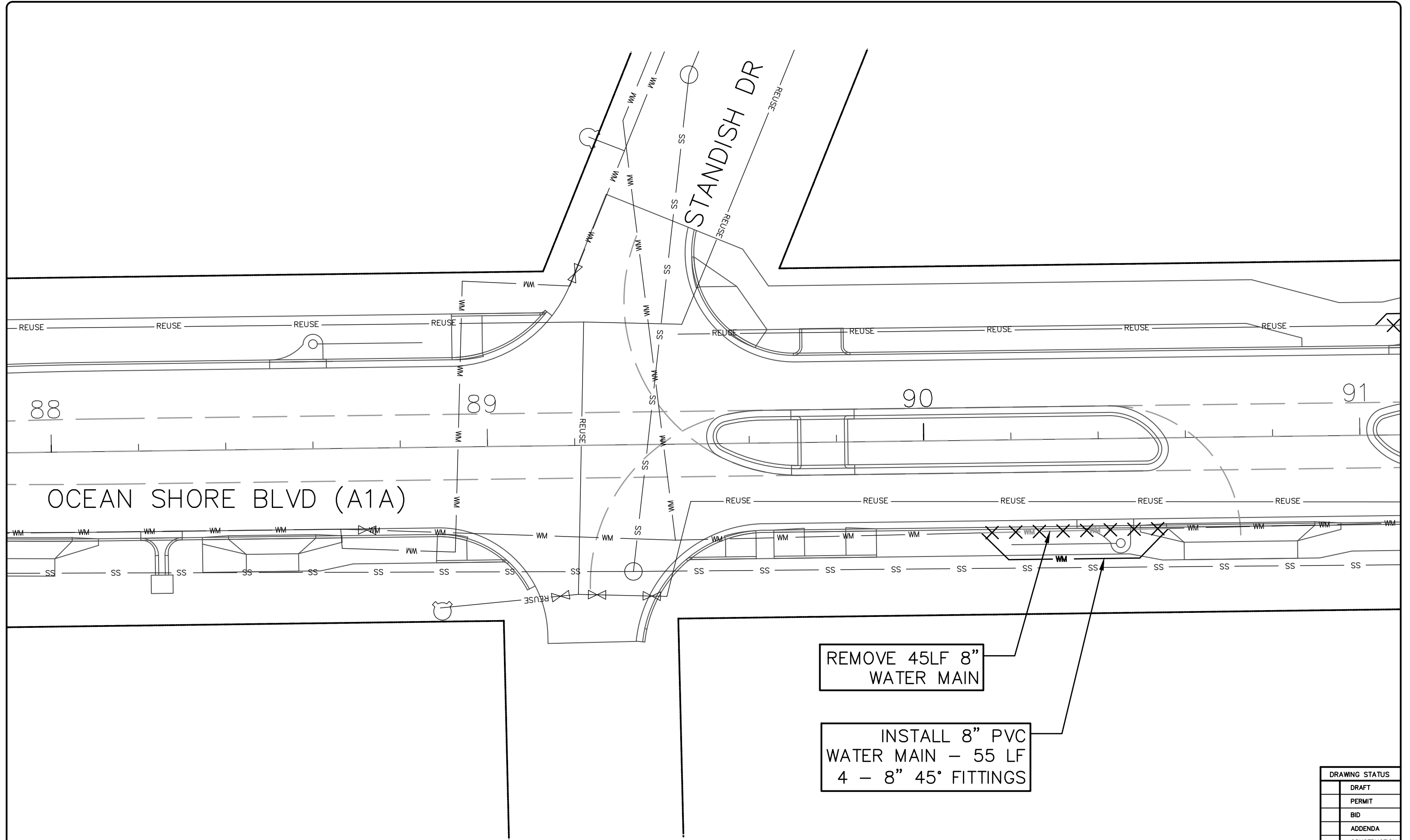
ALEX SCHUMANN, P.E. CITY ENGINEER

**A1A
UTILITY RELOCATES**

**PLAN
46+00 TO 49+00**

DATE: 7/9/24	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 6 OF 16

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD



REMOVE 45LF 8"
WATER MAIN

INSTALL 8" PVC
WATER MAIN – 55 LF
4 – 8" 45° FITTINGS

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

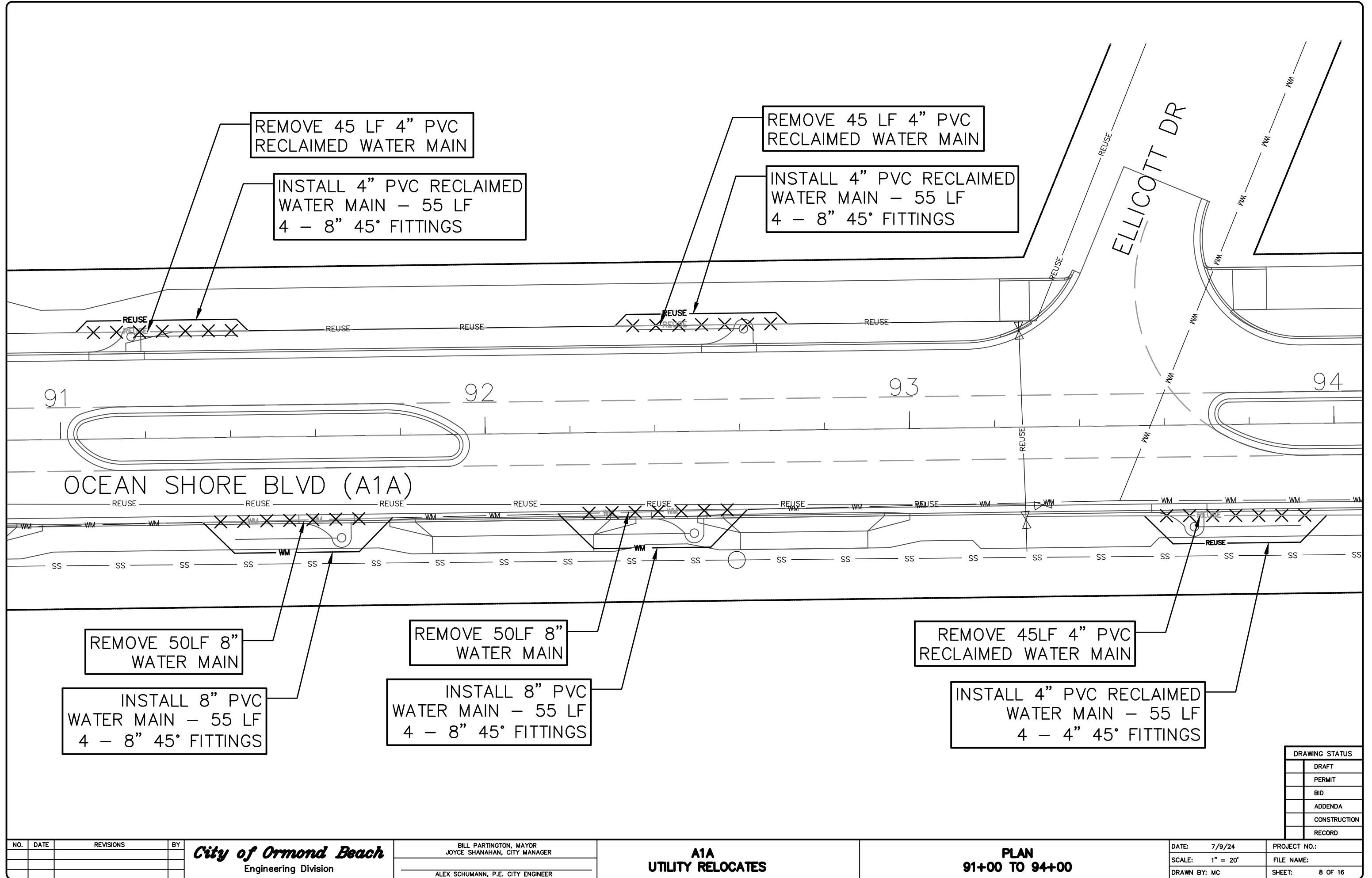
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

**A1A
UTILITY RELOCATES**

**PLAN
88+00 TO 91+00**

DATE: 7/9/24	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 7 OF 16



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

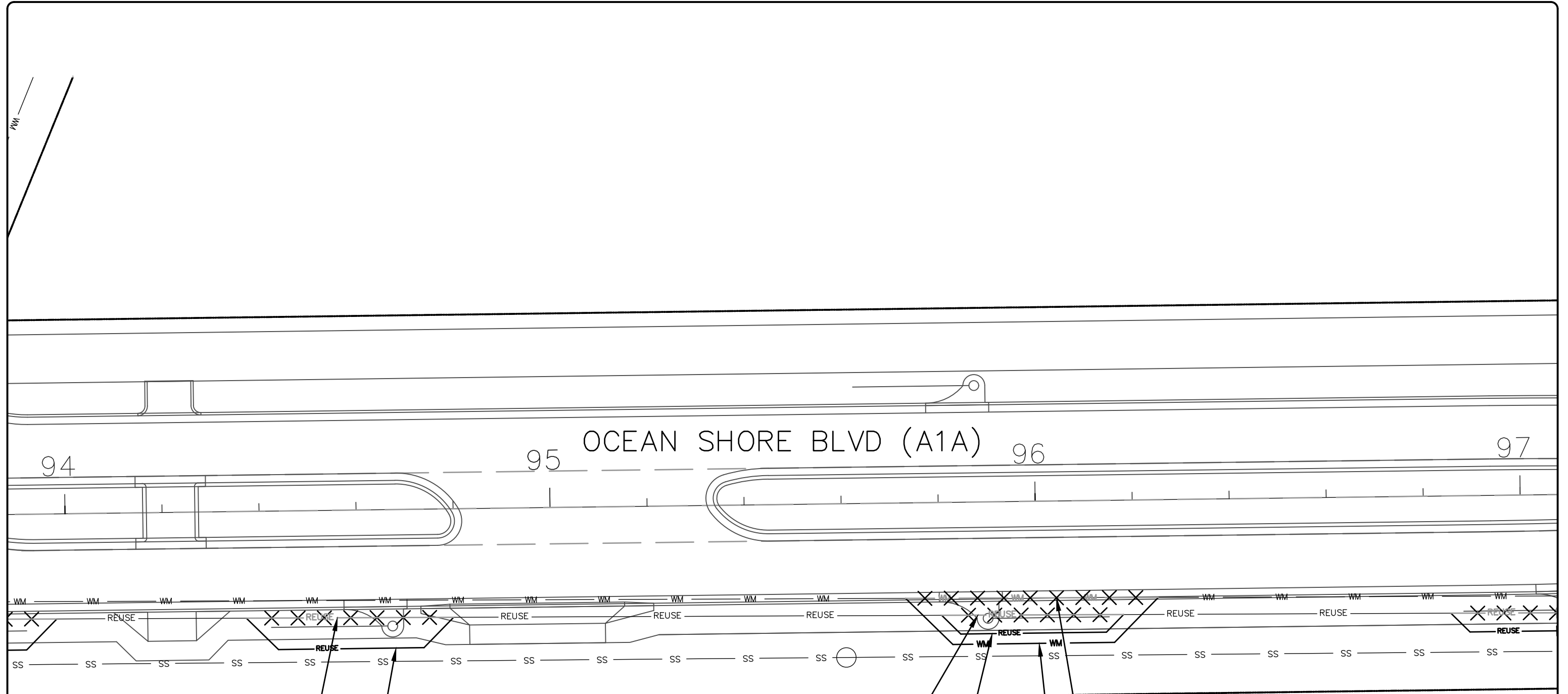
ALEX SCHUMANN, P.E. CITY ENGINEER

**A1A
UTILITY RELOCATES**

**PLAN
91+00 TO 94+00**

DATE: 7/9/24
SCALE: 1" = 20'
DRAWN BY: MC

PROJECT NO.:
FILE NAME:
SHEET: 8 OF 16



REMOVE 45LF 4"
RECLAIMED WATER MAIN

INSTALL 4" PVC RECLAIMED
WATER MAIN – 55 LF
4 – 4" 45° FITTINGS

REMOVE 45LF 4" PVC
RECLAIMED WATER MAIN

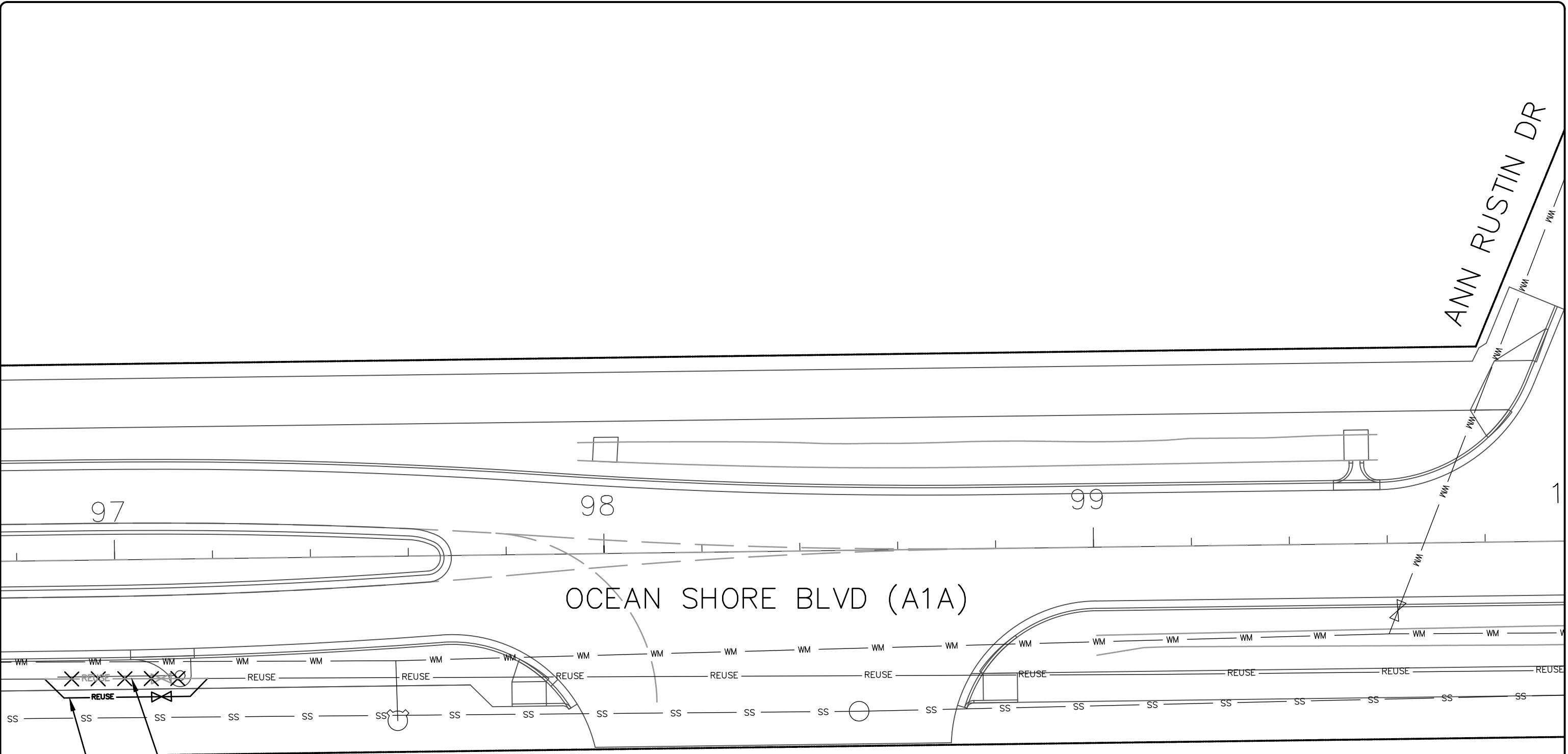
INSTALL 4" PVC RECLAIMED
WATER MAIN – 55 LF
4 – 4" 45° FITTINGS

REMOVE 55LF 8"
WATER MAIN

INSTALL 8" PVC
WATER MAIN – 60 LF
4 – 8" 45° FITTINGS

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	A1A UTILITY RELOCATES	PLAN 94+00 TO 97+00	DATE: 7/9/24	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
								DRAWN BY: MC	SHEET: 9 OF 16



REMOVE 45LF 4" PVC
RECLAIMED WATER MAIN &
4" VALVE

INSTALL 4" PVC RECLAIMED
WATER MAIN – 55 LF
4 – 4" 45° FITTINGS
1 – 4" VALVE

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

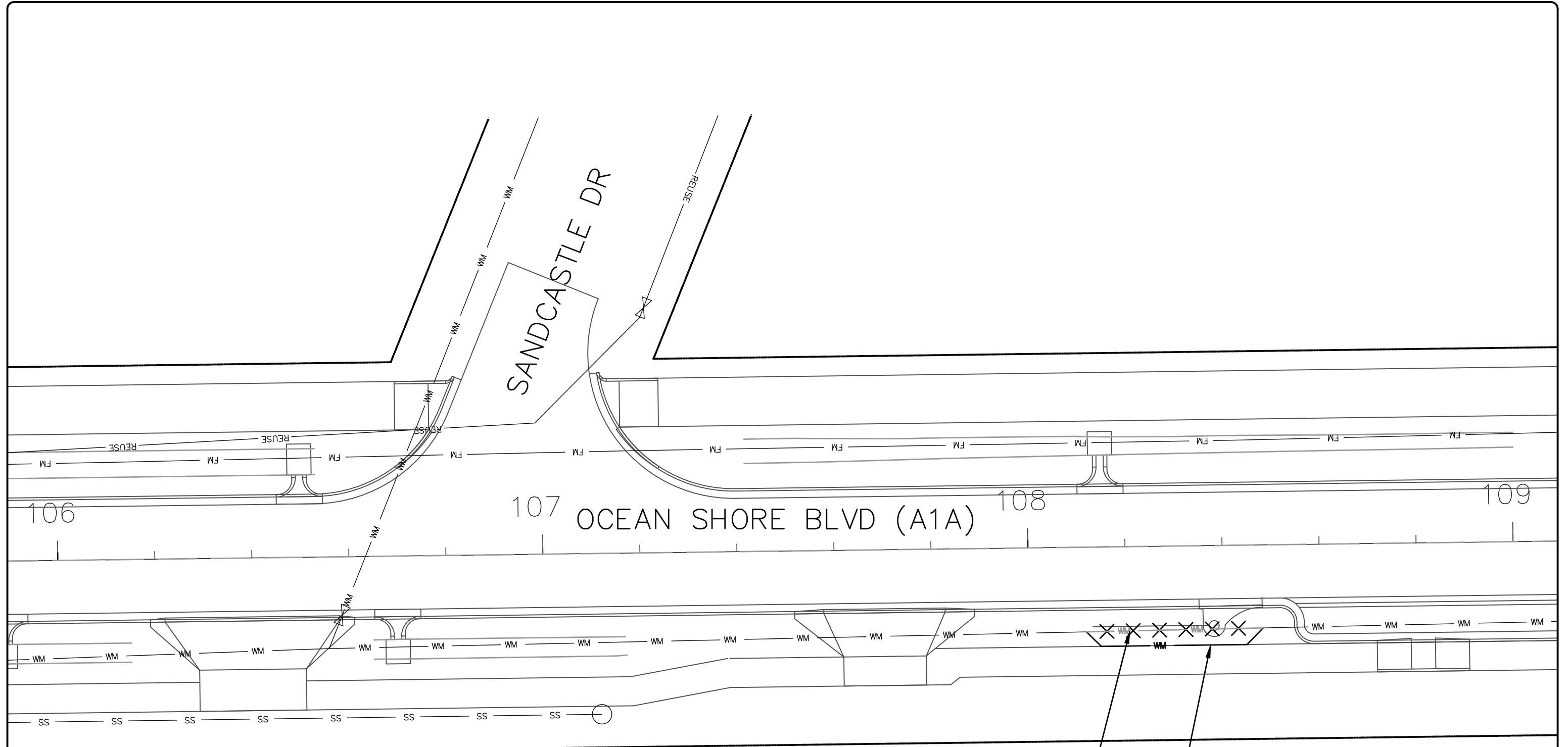
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

**A1A
UTILITY RELOCATES**

**PLAN
97+00 TO 100+00**

DATE: 7/9/24	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 10 OF 16

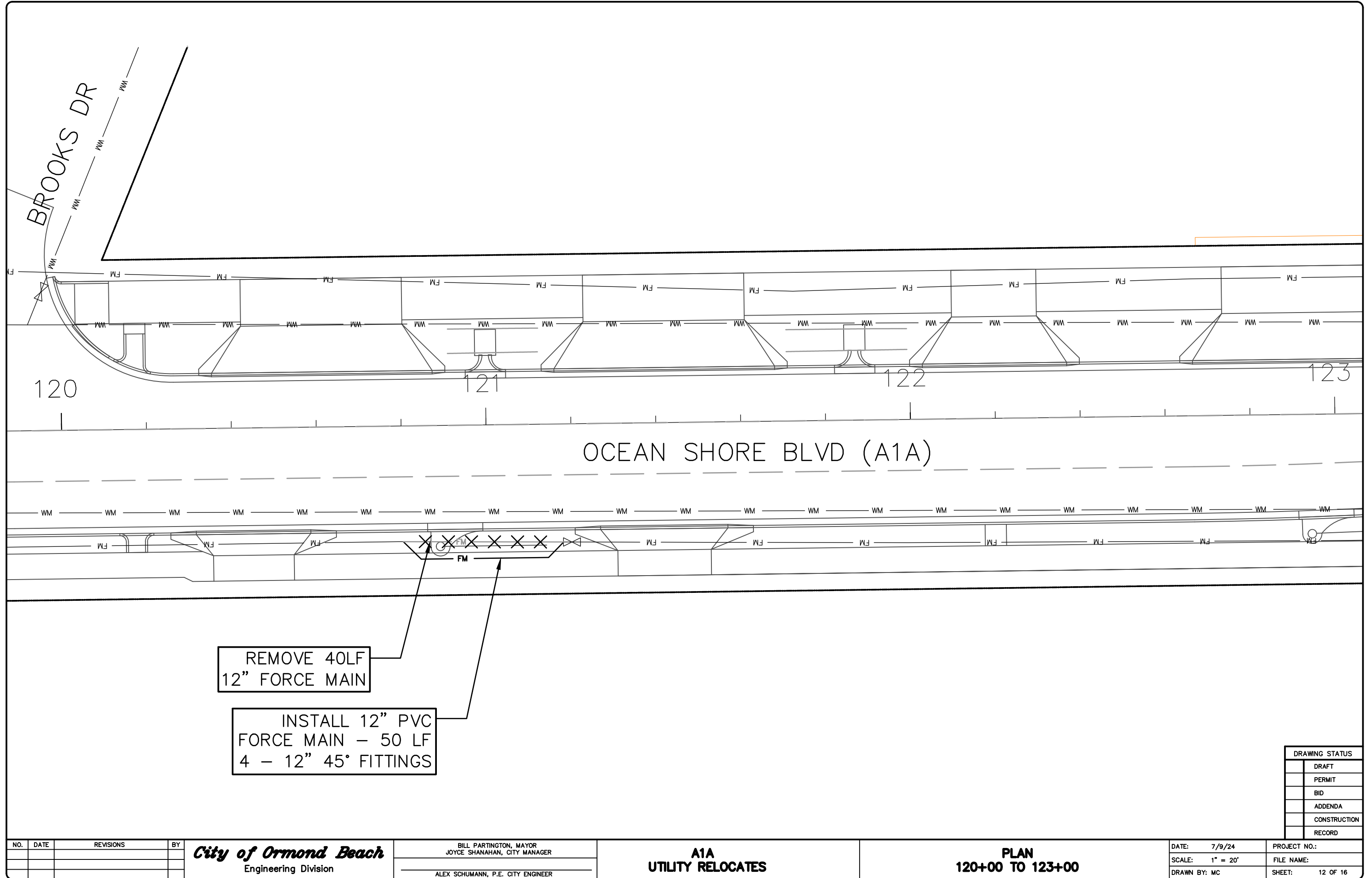


REMOVE 40LF 6"
WATER MAIN

INSTALL 6" PVC
WATER MAIN – 50 LF
4 – 8" 45° FITTINGS

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	A1A UTILITY RELOCATES	PLAN 106+00 TO 109+00	DATE: 7/9/24	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
								DRAWN BY: MC	SHEET: 11 OF 16



REMOVE 40LF
12" FORCE MAIN

INSTALL 12" PVC
FORCE MAIN – 50 LF
4 – 12" 45° FITTINGS

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

NO.	DATE	REVISIONS	BY

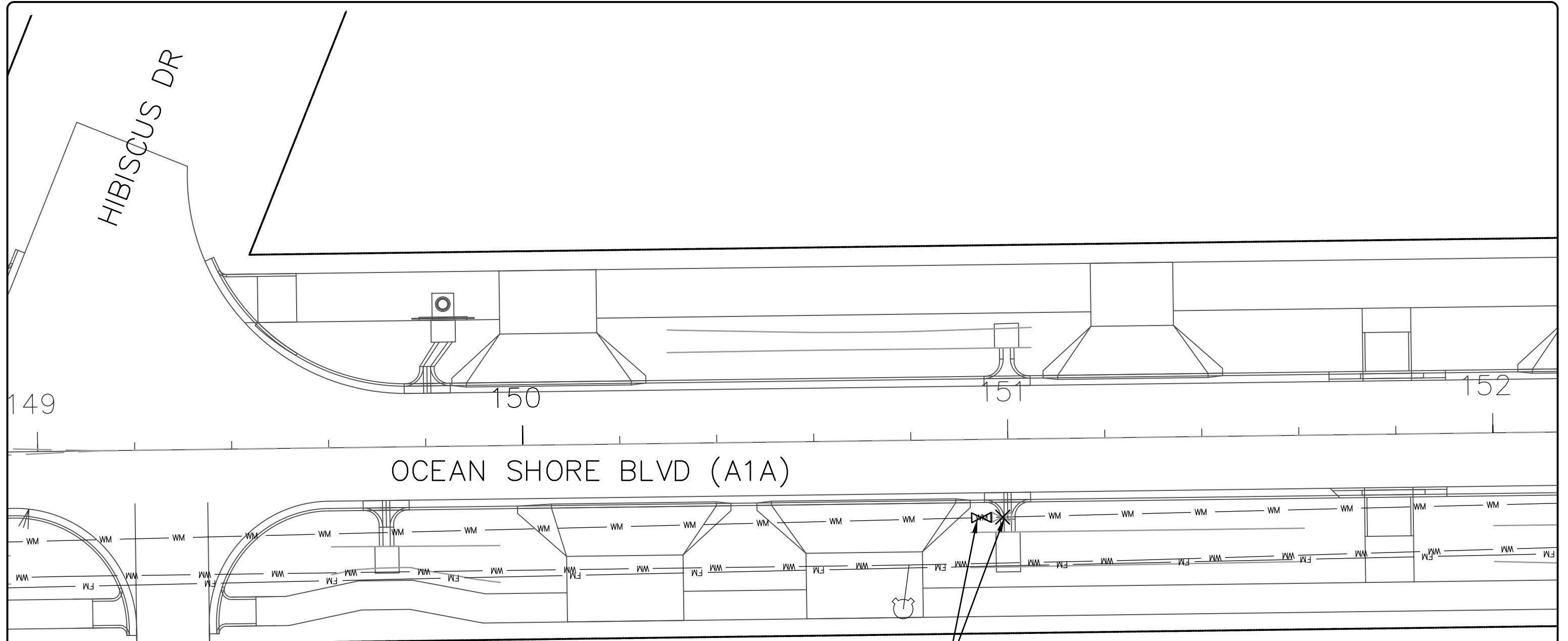
City of Ormond Beach
Engineering Division

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

**A1A
UTILITY RELOCATES**

**PLAN
120+00 TO 123+00**

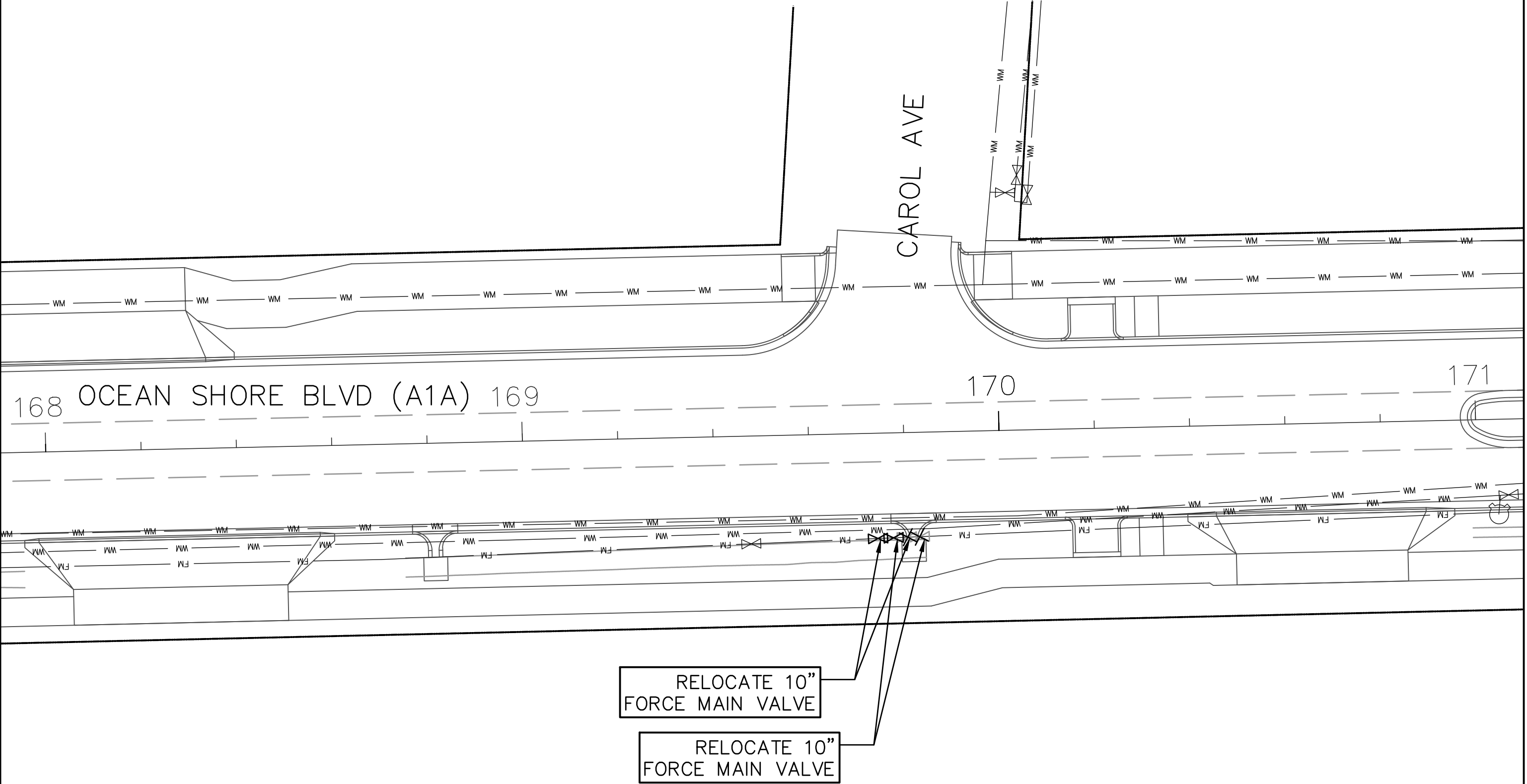
DATE: 7/9/24	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
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RELOCATE 4"
WATER VALVE

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	A1A UTILITY RELOCATES	PLAN 149+00 TO 152+00	DATE: 7/9/24	PROJECT NO.:
								SCALE: 1" = 20'	FILE NAME:
								DRAWN BY: MC	SHEET: 13 OF 16



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

**A1A
UTILITY RELOCATES**

**PLAN
168+00 TO 171+00**

DATE: 7/9/24
SCALE: 1" = 20'
DRAWN BY: MC

PROJECT NO.:
FILE NAME:
SHEET: 14 OF 16

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

PIPE INSTALLATION DETAIL

NOTES:

- WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
- SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
- COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
- MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
- INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

UTILITY PIPE LOCATION MATERIALS

ALL PVC PIPE, OR OTHER CITY APPROVED NONMETALLIC PIPE INSTALLED WITHIN THE CITY'S WATER, SANITARY SEWER, OR RECLAIMED WATER SYSTEMS, SHALL BE INSTALLED WITH 10 THHN SOLID COPPER TRACING WIRE. IF PIPE IS INSTALLED BY DIRECTIONAL BORE, USE (2) 10 THHN SOLID COPPER TRACING WIRE.

THE TRACING WIRE MUST BE INSTALLED DIRECTLY BELOW THE PIPE AND BROUGHT TO THE SURFACE AT 500' MINIMUM INTERVALS. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND BE COILED AND PLACED IN A VALVE BOX, METER BOX, MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE.

TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.

COLOR CODING:

POTABLE WATER SYSTEM:	BLUE
RECLAIMED WATER SYSTEM:	LAVENDER
SANITARY SEWER FORCE MAIN SYSTEM:	GREEN
RAW WATER MAIN SYSTEM:	WHITE

- POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE CURB STOP.
- FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE RISER CONNECTION.
- SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED BELOW THE FORCE MAIN AND ATTACHED TO ALL VALVES AND FITTINGS AND BROUGHT TO THE SURFACE AND PLACED IN A METAL, CITY APPROVED, VALVE BOX.
- DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
- WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.

GATE VALVE AND VALVE BOX

NOTE: USE RESTRAINED JOINT WHERE APPLICABLE.

QUARTER TURN BALL VALVE – FORD #B11-777-NL BALL VALVE FXF

GATE VALVES SHALL BE OPEN LEFT (C.C.W.)

STANDARD CONSTRUCTION DETAIL
PIPE INSTALLATION
NTS

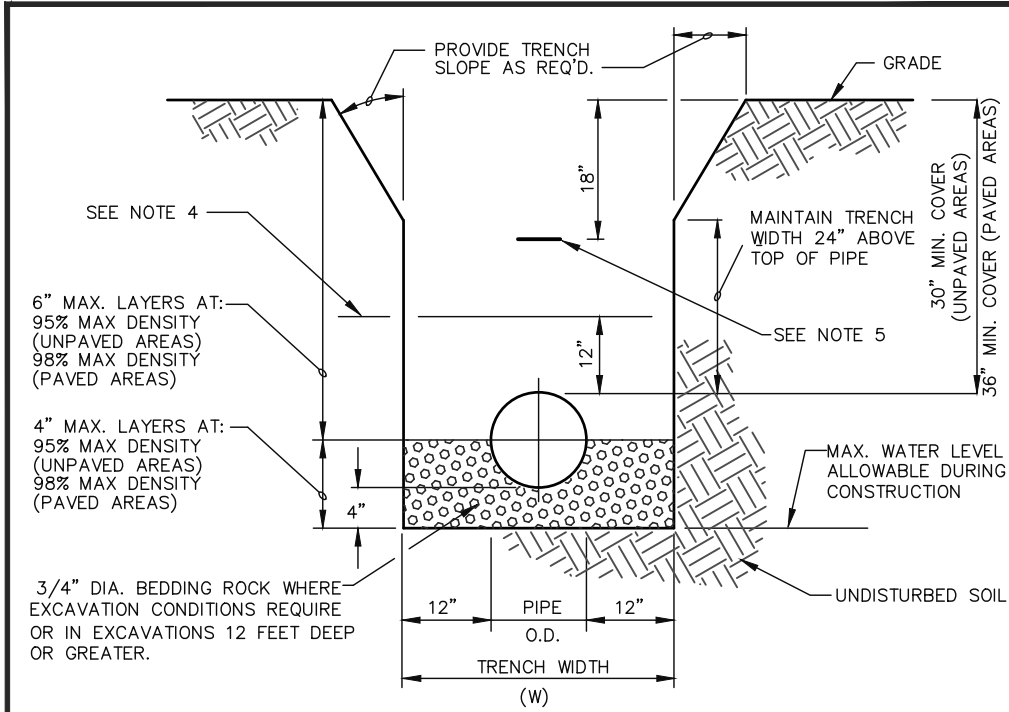
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MAY 2020

STANDARD CONSTRUCTION DETAIL
UTILITY PIPE LOCATION MATERIALS
NTS

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MAY 2020

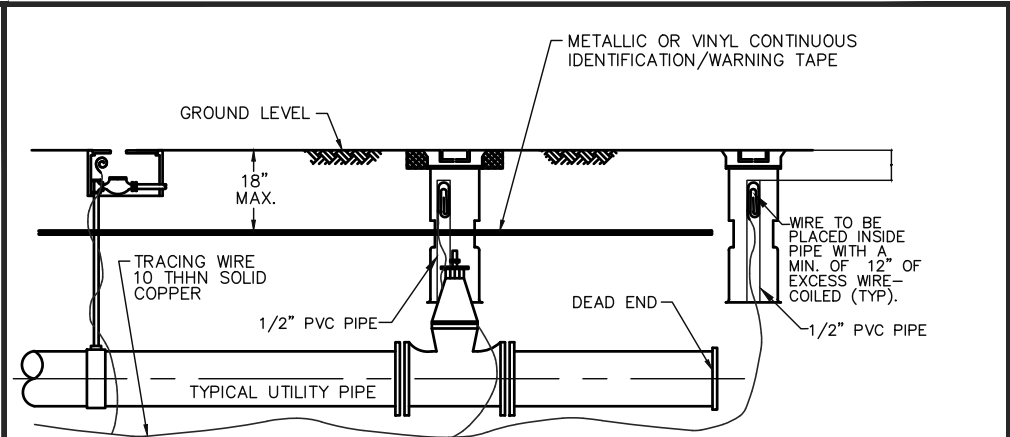
STANDARD CONSTRUCTION DETAIL
GATE VALVE AND VALVE BOX
NTS.

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JUNE 2023

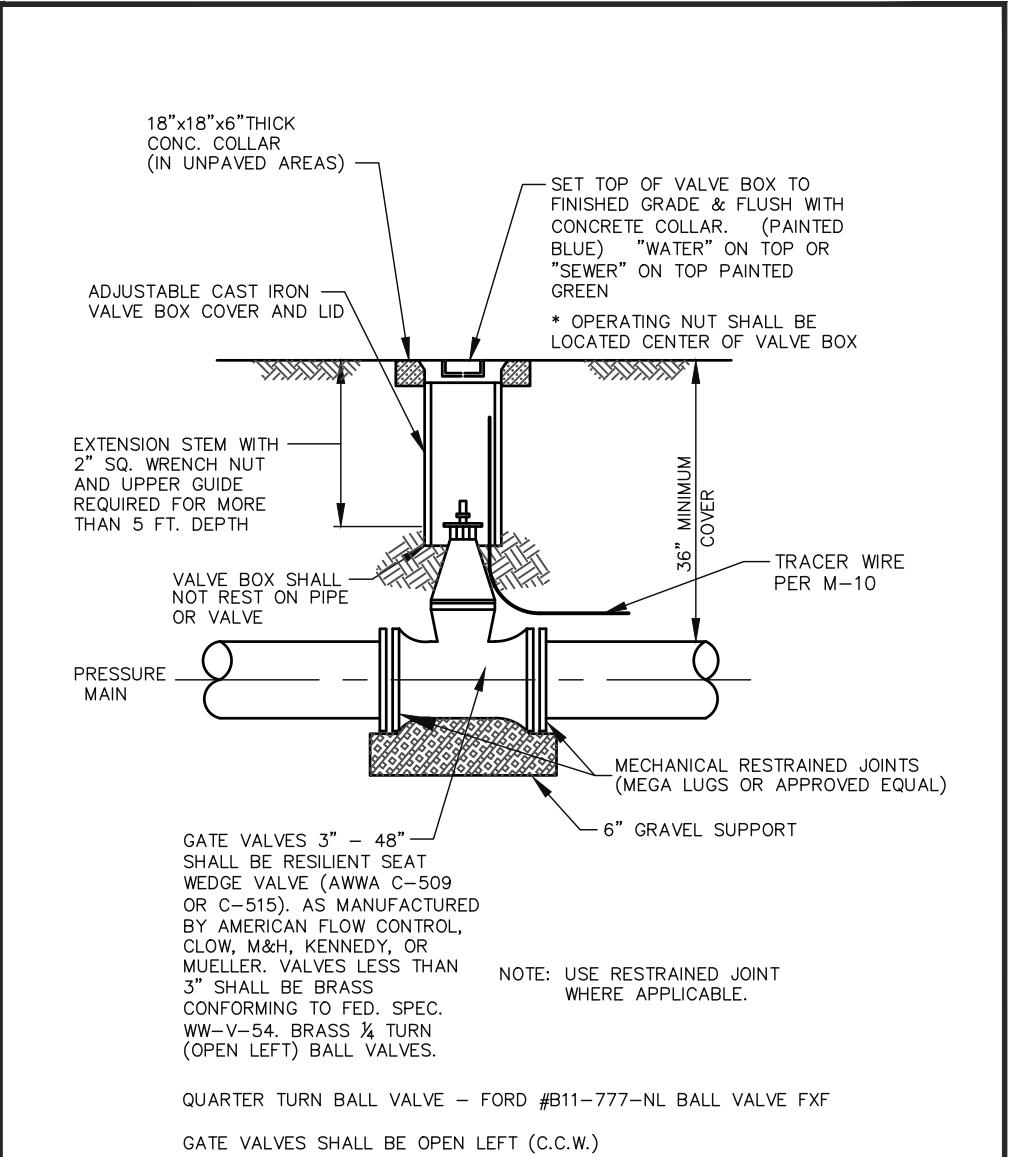


PIPE INSTALLATION DETAIL

- NOTES:
- 1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 - 2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
 - 3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
 - 4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
 - 5. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.



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- TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.
- COLOR CODING:
- | | |
|-----------------------------------|----------|
| POTABLE WATER SYSTEM: | BLUE |
| RECLAIMED WATER SYSTEM: | LAVENDER |
| SANITARY SEWER FORCE MAIN SYSTEM: | GREEN |
| RAW WATER MAIN SYSTEM: | WHITE |
- 1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE CURB STOP.
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 - 4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
 - 5. WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.



	STANDARD CONSTRUCTION DETAIL PIPE INSTALLATION NTS	INDEX		STANDARD CONSTRUCTION DETAIL UTILITY PIPE LOCATION MATERIALS NTS	INDEX		STANDARD CONSTRUCTION DETAIL GATE VALVE AND VALVE BOX NTS.	INDEX
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		MAY 2020			MAY 2020			JUNE 2023

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	<
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A1A Utility Relocation

Bid No. 2024-38



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

A1A UTILITY RELOCATION
Ormond Beach, Florida

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00610	Performance Bond
00615	Payment Bond
00670	Opinion of Attorney

CONDITIONS OF CONTRACT

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00800	Supplementary Conditions
L.W.	Lien Waiver

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A1A UTILITY RELOCATION

Ormond Beach, Florida

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A1A Utility Relocation

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the A1A Utility Relocation, **Bid No. 2024-38** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until Wednesday, **September 4, 2024** at 3:00pm, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Relocation of water main, force main, and reclaimed main totaling approximately 205ft, 210ft, and 260ft respectively across approximately 14 locations along A1A. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **August 28, 2024** at 11:00am, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **August 30, 2024** at 5:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefilled with the ENGINEER. In this latter case, the bid shall state that the information has been prefilled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor's social, political, or ideological interests in making a responsibility determination. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

A1A Utility Relocation

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-38

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

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

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

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	DESCRIPTION	QTY	UNITS	COST
1	Relocate Fire Hydrant at STA 47+70	1	LS	
2	Relocate 55LF of 8" WM at STA 90+15	1	LS	
3	Relocate 55LF of 4" NPW at STA 91+40	1	LS	
4	Relocate 55LF of 8" WM at STA 91+40	1	LS	
5	Relocate 55LF of 8" WM at STA 92+20	1	LS	
6	Relocate 55LF of 4" NPW at STA 92+80	1	LS	
7	Relocate 55LF of 4" NPW at STA 93+50	1	LS	
8	Relocate 55LF of 4" NPW at STA 94+40	1	LS	
9	Relocate 55LF of 4" NPW at STA 95+60	1	LS	
10	Relocate 60LF of 8" WM at STA 95+60	1	LS	
11	Relocate 55LF of 8" WM & 4" Valve at STA 96+80	1	LS	
12	Relocate 50LF of 6" WM at STA 108+10	1	LS	
13	Relocate 50LF of 12" FM at STA 120+80	1	LS	
14	Relocate 4" Water Valve at STA 150+97	1	LS	
15	Relocate 10" FM Valve at STA 169+48	1	LS	
16	Relocate 10" FM Valve at STA 169+49	1	LS	

TOTAL BID

\$ _____
(Figures)

(Words)

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within **30** calendar days after the date when the Contract Time commences to run, and completed within **45** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **THREE HUNDRED** Dollars (\$300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name: _____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

☐Is personally known to me; or ☐ has produced _____
as identification.

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This page must be completed & notarized.

END OF BID

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **A1A Utility Relocation (Bid No. 2024- 38)** in, and for the City and,

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2024.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of: Relocation of water main, force main, and reclaimed main totaling approximately 205ft, 210ft, and 260ft respectively across approximately 14 locations along A1A. The work is shown on the Drawings and specified in the Project Manual..

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

A1A Utility Relocation
2024-38

Article 2. ENGINEER

The Project has been designed by City, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 30 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 45 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars (\$300) for each calendar day that expires after the time specified in

paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

A1A Utility Relocation

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 16 sheets numbered 1 through 16 inclusive and bearing the following general title:

A1A Utility Relocations

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 16, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2024.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

A1A Utility Relocation

Bid No. 2024-38

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**A1A Utility Relocation
Bid No. 2024-38**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2024.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5. In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **A1A Utility Relocation**
2024-38

The work consists of: Relocation of water main, force main, and reclaimed main totaling approximately 205ft, 210ft, and 260ft respectively across approximately 14 locations along A1A. The work is shown on the Drawings and specified in the Project Manual.)

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Items No. 1-16 Utility Relocation

Payment will be made at the Contract lump sum price and shall be full compensation for all labor, material, and equipment required to isolate the existing main, maintain sanitary working area, installation of new main and noted appurtenances, grout filling of abandoned main, and site restoration. The measurement for payment under this item for the complete relocation of main, satisfactorily installed, as shown on the Drawings and listed in the Bid form.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01650 DISINFECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section covers materials and methods of cleaning, disinfecting, sampling and obtaining approval for placing the different components of potable water systems in operation. Included is work necessary in order to obtain bacteriological clearances as required by law.

1.02 SUBMITTALS

The CONTRACTOR shall submit planned procedures to ENGINEER for review prior to beginning work. Submit certificates of compliance with specified standards for all materials to be used. The CONTRACTOR shall obtain sterile sample containers, collect samples and submit to the approved laboratory. Provide two copies of laboratory test reports to ENGINEER.

1.03 QUALITY CONTROL

Laboratories used for bacteriological testing of samples shall be certified by the Florida Department of Environmental Protection (DEP) as acceptable to that agency.

Methods shall conform to the requirements of the Florida Department of Environmental Protection (DEP).

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS FOR DISINFECTION

The disinfecting agent shall be liquid chlorine conforming to AWWA B301 or sodium hypochlorite or calcium hypochlorite conforming to the requirements of AWWA B300.

PART 3 - EXECUTION

3.01 DISINFECTION OF STORAGE TANKS

Elevated storage tanks shall be cleaned and disinfected upon completion of the repairs and painting work in accordance with the most recent version of AWWA Standard C652 "Disinfection of Water Storage Facilities".

Sampling and Testing. The CITY will perform sampling and bacterial testing. The tanks will not be considered completed in its entirety and approved until the results of the bacteriological tests are acceptable to Volusia County Health Department.

3.02 REDISINFECTION

Should the initial treatment not provided acceptable test results, the CONTRACTOR shall repeat the tank disinfection process at no additional cost to CITY until acceptable results are obtained.

3.03 DISPOSAL OF HEAVILY CHLORINATED WATER

Chlorinated water shall be disposed of in a manner that will not harm the environment.

Heavily chlorinated water must be neutralized in a separate vessel or pipe prior to being discharged.

One of the chemicals listed in AWWA C651 Appendix B, or C652 Appendix A, shall be used for neutralization.

END OF SECTION

SECTION 01660 PRESSURE TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.

The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART 2 - MATERIALS AND EQUIPMENT (Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.

Field pressure and leakage tests shall be conducted on the following:

Force Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

Water Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 150 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.

The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

01740-2

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### **A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in**

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

**SECTION 02622
PLASTIC PIPE
FOR GRAVITY SERVICE**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes materials and methods of installation of Plastic Pipe and fittings for gravity service.

1.02 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.03 HANDLING AND STORAGE

All pipe, fittings and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.

Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

Pipe for gravity service shall meet the requirements of ASTM D 3350 for high density polyethylene corrugated pipe with an integrally formed smooth waterway.

2.02 FITTINGS

Fittings shall not reduce or impair the overall integrity or function of the pipeline. Fittings may be either molded or fabricated. These fittings may be installed by various methods such as snap-on, bell and spigot, bell – bell and wrap around couplers. Couplers shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Only fittings supplied or recommended by the manufacturer shall be used.

2.03 JOINTS

Pipe and fittings shall have integral flared bell and spigot joints with integral flexible gaskets meeting ASTM F477. Joints shall provide a permanent seal against exfiltration or infiltration. The gasketed joint shall be designed so that when assembled the elastomeric gasket located within the bell is compressed radially on the pipe spigot to form a positive seal. The joint shall be designed to avoid displacement of the gasket from the joint during assembly and when in service. A reinforcing collar shall be provided to stiffen the joint. If a lubricant is required to facilitate assembly, it shall have no detrimental effect on the gasket or on the pipe.

2.04 GASKETS

Gaskets shall be molded into a circular form or extruded to the proper section and then spliced into circular form. They shall consist of a properly processed high grade elastomeric compound of natural rubber, a synthetic elastomer or a blend of both. The gasket shall provide an adequate compressive force against the sealing surfaces of the bell and spigot so as to affect a positive seal under all combinations of joint tolerances.

PART 3 - EXECUTION

3.01 EXAMINATION

All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

Alignment and Grade. The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings at the required locations unless otherwise approved by the Engineer.

Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing

pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by the Engineer to prevent future damage or contamination of either structure.

Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

Material used in the pipe embedment zone shall be Class I, Class II or Class III material as identified in ASTM D-2321, standard recommended practice for underground installation of flexible thermoplastic sewer pipe. Bedding material shall be of the class required to support the trench backfill loads for the depth of cover shown with maximum long term deflection limited to 5.0 percent and compaction ranges of 80 to 90 percent standard proctor density. If material meeting this requirement is not available from the trench, satisfactory material shall be furnished and placed without additional compensation.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, and stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it cannot be removed, a foundation for the

pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe and fittings shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

Pipe Deflection. When Vertical deflection shall be monitored by the use of a rigid “Go-No-Go” device. The device shall be pulled by hand through each section from manhole to manhole. The pulling motion shall be smooth and easy so as to avoid jamming the device if an obstruction is encountered in the line. When the device is not able to go forward, the distance shall be measured from the last manhole and recorded. The device shall then be pulled backwards and that section of storm sewer main uncovered and recompacted according to these specifications. The “Go-No-Go” device shall be constructed to measure a maximum 5.0 percent deflection.

Pipe Cutting. Cutting pipe for the insertion of fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

Manhole Connections. Plastic pipes shall be connected to manholes in accordance with the details shown and as specified in Section 02605 – Manholes.

END OF SECTION

**SECTION 02623
PLASTIC PIPE
FOR PRESSURE SERVICE**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes materials and methods of installation of Plastic Pipe for pressure service.

1.02 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.03 HANDLING AND STORAGE

All pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.

Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory.

PVC pipe having a nominal diameter less than 2-inches shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to the applicable requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent cemented joints. Cemented joints and fittings shall comply with ASTM D2466 and D2855.

PVC pressure rated pipe having a nominal diameter 2-inches or greater, but less than 4-inches, shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio SDR 21 and a water pressure rating of 200 psi. Pipe couplings shall have a SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139 Nontoxic gasket lubricant shall be as specified by the manufacturer.

Pressure Pipe 4-inches through 12-inches in diameter shall be PVC 1120 pressure pipe made from class 12454 material as defined by ASTM D1784 with outside diameters of ductile iron pipe. Pipe shall be pressure class 150 unless otherwise shown. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

Pressure pipe 14-inches through 36-inches in diameter shall conform to the requirements of AWWA C 905 for PVC 1120 pipe with cast iron pipe equivalent outside diameter. Pipe 16-inch through 24-inch shall have minimum wall thickness equivalent to a dimension ration (DR) of 18 unless otherwise shown. Pipe 30-inch through 36-inch shall have a minimum wall thickness equal to a dimension ration (DR) of 21 unless otherwise shown. Pipe may be furnished with plain ends for use with elastometric gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM 1869. Non-toxic gasket lubricant shall be as specified by the pipe manufacturer.

PVC pipe color shall be blue for potable water main, white for sewer force main, and purple for reuse main.

2.02 FITTINGS

Fittings for use with PVC pipe 3-inches through 24-inches in diameter shall be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Fittings for use with pipe 30-inch and larger shall be gray iron or ductile-iron conforming to the requirements of ANSI/AWWA C111/A21.11a. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of 150 psi. Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.

Exterior Coating. Fittings for buried service and fittings for installation in exposed locations which are not to be painted shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.

Lining.

Cement-Mortar Lining. When fittings are required to have a cement-mortar lining, the lining shall conform to the requirements of ANSI A21.4/AWWA C104.

Ductile-iron fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

Ceramic Epoxy Lining. Fittings shall be provided with a special lining to resist septic sewage or aggressive chemical wastes. The material shall be an amine cured novolac epoxy containing at least 20% by volume of ceramic quartz pigment

Application of the lining shall be done under the supervision of the pipe manufacturer.

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance that can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be re-blasted.

After surface preparation and within 12 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness. No lining shall take place when the substrate or ambient temperature is below 40°F. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

Lining shall be Protecto 401 Ceramic Epoxy or equivalent.

Coal Tar Epoxy Lining. The coal tar epoxy lining shall be composed of a two-component coal tar epoxy compound capable of at least 40 mils dry film build in a one-coat multipass application process. The material must also meet the following minimum performance requirements:

A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.

A dielectric strength of at least 300 volts per mil when fully cured.

An abrasion resistance of 25 liters per mil as measured in ASTM D-968.

Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

3% Sulfuric Acid 120 degrees F.	1500 Hrs.
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25% Sodium Hydroxide 70 degrees F.	500 Hrs.
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Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.
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Application of the lining shall be done under the supervision of the pipe manufacturer.

All surface areas which will be exposed to liquids and gasses shall be cleaned and deleterious materials removed. After cleaning the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coated to achieve a 45 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After cleaning, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one coat of the lining material brushed on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

2.03 POLYETHYLENE ENCASEMENT

Materials and methods of installation for polyethylene encasement for fittings, valves and appurtenances shall conform to the requirements of ANSI/AWWA CX105.

2.04 LOCATOR TAPE

Locator tape for use with plastic pipes shall be a two-inch wide tape consisting of polyethylene film with a metallic film to allow detection by electronic means. The tape shall be non-corrodible and shall be continuously marked to identify the use of the pipeline which it protects. The tape shall be installed directly above the pipe at a depth of twelve inches below finished grade.

2.05 LOCATOR WIRE

Locator wire shall be solid copper tracing wire 12 THHN and shall be installed directly below the pipe. Wire shall be brought to the surface at 500 foot minimum intervals and located in a valve box, cleanout, or other approved structure. Refer to drawing details for additional requirements.

2.06 THRUST RESTRAINT

Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping larger than 1-inch.

2.07 RESTRAINED JOINTS

Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.

PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality of individually activated gripping surfaces to hold the spigot and maximize restraint capability.

Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

PART 3 - EXECUTION

3.01 EXAMINATION

All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

Alignment and Grade. The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings, valves and hydrants at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.

Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by the Engineer to prevent future damage or contamination of either structure.

Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

PVC pipe shall be installed with pipe bedding and a compacted envelope as shown on the drawings. Material used as bedding and in the pipe envelope (pipe embedment zone) shall be Class I, Class II or Class III material as identified in ASTM D-2321. Bedding material shall consist of 4-inches minimum of non-cohesive granular material placed uniformly under the pipe. Bedding material shall be lightly compacted.

Material within the haunching area shall be compacted to 90% density according to AASHTO T-99. Excessive compaction shall be avoided if any distortion of the pipe wall is observed. Material above the haunching area may be native material if free of particles larger than 1-1/2-inches. At least 6-inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers,

or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe. The sealing surface of the pipe, the inside of the bell and the gasket shall be cleaned immediately before assembly.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the manufacturer.

Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.

Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

Locator Tape. Install all plastic pipe with a locator tape of the type specified.

Locator Wire. Install in accordance with drawing detail. Prior to acceptance, test to ensure continuous current exists.

Polyethylene Encasement. Provide polyethylene encasement for fittings. It shall be installed in accordance with ANSI/AWWA C105.

Thrust Restraint. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 2,500 psi after 28 days.

Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force so that the pipe and fitting joints will be accessible for repair.

3.04 TESTING

After completion of installation, perform testing in accordance with requirements of Section 01660 - Pressure Testing.

3.05 DISINFECTION

Disinfect potable water lines in accordance with the requirements of Section 01650 - Disinfection.

END OF SECTION

SECTION 02640
VALVES AND ACCESSORIES
(FOR PIPELINE WORK)

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section includes furnishing and installing valves of the different types and various accessories as shown on the Drawings and as specified.

1.02 SUBMITTALS

Submit certificate of compliance with specified standards.

Submit manufacturer's catalog data and detail construction sheets for record purposes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 JOINTS

Valves shall be fitted with joints suitable for the pipe and fittings with which they are to be used. Bolts and gaskets for making up joints shall conform to the requirements of the joint standard for the pipe and fittings.

2.02 GATE VALVES

Valves exposed above grade outside structures shall be handwheel operated and shall be of a design that will allow operation in any position with respect to the vertical.

Valves buried in earth shall be equipped with 2-inch square operating nuts, valve boxes and covers.

All valves shall open by turning in a counter-clockwise direction.

Pressure Rating. Unless otherwise shown or specified, valves shall be rated for operation at not less than the same pressures of the pipeline in which they are installed or 150 psi, whichever is greater. Valve pressure ratings are for cold-water, non-shock service.

The manufacturer's name and pressure rating shall be cast in raised letters on the valve body.

Two and One-Half Inch and Smaller. Gate valves 2-1/2 inch nominal pipe diameter and smaller shall be of brass and shall conform to Federal Specification WW-V-54, with screwed joints.

Valves for exterior and buried service shall be Type I, wedge disc, nonrising stem type.

Three-Inch to Forty Eight-Inch Diameter. Gate valves, 3-inch to 48-inch diameter, inclusive, shall be suitable for the service intended and shall be iron body resilient-seated gate valves with non-rising stems. Valves shall have O-ring seals and shall conform to ANSI/AWWA C509 or C515.

2.03 BUTTERFLY VALVES

Butterfly valves shall conform to the requirements specified in AWWA standard for rubber-seated butterfly valves (ANSI/AWWA C504) except as modified or supplemental herein.

Acceptable Manufacturers. DeZurik, Mueller, Clow, Keystone, or approved equivalent equal.

Valve design utilizing either continuous rubber lining on the internal body surfaces and extending over the flanges, or a disc which seats at an angle to the axis of the pipe will not be acceptable.

Valves for buried service shall have mechanical joint ends.

Valves for use in exposed locations shall be fitted with flanged ends suitable for use with the equipment and piping systems in which they are to be installed.

Valves shall be Class 150-A or 150-B, unless otherwise shown.

Valve body shall be cast iron conforming to ASTM A126, Class B, or ASTM A48, Class 40.

Valve disc shall be cast iron conforming to ASTM A48, Class 40, alloy cast iron conforming to ASTM A-436, Type I, ASTM A536, Grade 65-45-12 (Ductile-iron) or of stainless steel conforming to ASTM A276, Type 304 or 316.

Mating seat surface shall be of 18-8 stainless steel conforming to ASTM A276, Type 304 or 316, or of alloy cast iron conforming to ASTM A-436, Type I.

Taper pins, lock washers and nuts shall be Type 316 stainless steel.

Valve operators shall be of the type shown. Operator shall be positioned as shown or if not shown, located in a convenient position for operation. Valve operators for buried service shall be furnished with a 2-inch square operating nut. Manual operators shall turn in a counter-clockwise direction to open the valve. Manual operators shall be installed on valves 12-inches or less in size.

Motor Operators for Butterfly Valves 14-inches and larger. The valves shall be the lead screw type. Operators shall be completely enclosed in a cast iron housing and mounted to the valve body by means of bolts located inside the operator housing. The operator housing, exclusive of the change gear section shall be a NEMA 4 enclosure. The housing of the change gear section shall be a NEMA 4 enclosure. The housing and cover shall be of cast iron designed for a safety factor of at least 5 based on ultimate yield strength of cast iron. All mechanical parts shall be designed for a safety factor of at least 2 based on the yield strength used for fabrication of the parts. It shall be so constructed that manual operation of the valve is possible by lifting a hinged

cover on the gear train section and attaching a handwheel to the mechanism. Power to the motor circuit shall be automatically disconnected when the hinged cover is opened. A recessed mechanical indicator shall be provided on the outside of the housing to continually indicate valve position. Bearing shall be "DU" Teflon bronze and lead composite. Seal shall be BUNA N on input with BUNA N O-ring in an 18-8 stainless steel cartridge on the output. All operator bearings shall be self lubricating type or lubricated for life before the operator is sealed at the factory. The operator motor shall be of the reversible type. The motor shall have a 5 ampere rating. The motors and the operator circuit shall be the same whether for modulating with speeds close to zero rpm without overheating for unlimited time periods. Operators for automatically controlled valves shall be actuated by a control module which shall vary the operator speed in proportion to an error signal. The operator shall have a continuous modulating range from zero rpm to maximum speed. The control band shall have zero deadband. Motor shall operate through a suitable gear reduction unit to provide an operating time period of 30 seconds for 90 degrees of operating stroke. Motor circuit limit switches shall be provided in accordance with AWWA specifications C504. Closed position limit switches shall be adjustable over 5 degrees of valve with a vernier screw. Open limit switches shall be adjustable over 75 degrees of valve travel. Auxiliary switches for secondary functions shall be of the cam operated spring leaf type. Operator shall be designed to use limit switch to stop in the open position and torque switch to stop in the closed position. Operators shall have internal space heaters for moisture protection. All internal wiring shall be CSA approved for 105 degrees C operation. Insulation shall be suitable for 600 volts.

2.04 PLUG VALVES

Plug valves shall be of the eccentric type with resilient plugs faced with natural or synthetic rubber suitable for service in sewage and sludge piping. Valves shall be of type which provide tight shut-off for pressure from either direction.

Acceptable Manufacturers. DeZurik Corporation, Sartell, Minn.; Keystone/Drum-Owen Valve Co., Lehigh Valley, Pa.; Clow Corporation, Oak Brook, Illinois, or approved equivalent equal.

Port areas shall be unobstructed when open and have smoothly shaped waterways of not less than 80 percent of full pipe area, except valves 30-inches and larger shall have not less than 70 percent open area.

Port areas of valves used for sludge service shall be unobstructed when open and have smoothly shaped waterways of not less than 100 percent of full pipe area.

Bodies shall be of semisteel, suitable for 125-pound working water pressure and shall have raised seats.

Valves less than 3 inches shall have plastic-covered seats.

Valves shall have permanently lubricated upper and lower Type 304 stainless-steel bushings on plug journal ends.

Valves 8-inches and larger shall be gear-operated and valves smaller than 8-inches shall be wrench operated, except as otherwise shown or specified. Valves for buried service shall be equipped with 2-inch square operating nuts.

Where there is a lack of space for the valve wrench to operate, gear-operator hand wheels shall be provided in lieu of the wrench.

Valves 12-inches or smaller shall have manual operators. Valves 14-inches or larger shall have motor operators.

Gear operators shall be totally enclosed, worm-gear type, permanently lubricated, and shall be watertight and dust-tight.

Adjustable stops shall be provided on gear operators for the open and closed position to prevent over travel, and shall have a valve disk position indicator.

Motor operators for plug valves. The electric valve actuator shall be LIMITORQUE or approved equivalent and shall include the motor, operator unit gearing, limit switch gearing, limit switches, torque switches, declutch lever or knob and auxiliary handwheel as a self contained unit. Space heaters shall be included in the motor and limit switch compartments.

The valve actuator motor and all electrical enclosures shall be weatherproof NEMA 4 as a minimum. Motor shall be specifically designed for valve actuator service and shall be of a high torque totally enclosed non-ventilated construction with motor leads brought into the limit switch compartment without having external piping or conduit box. Motor insulation shall be NEMA Class B with maximum continuous temperature rise of 120 degrees C. The motor shall be of sufficient size to open or close the valve against the maximum expected differential pressure of 70 psi when the voltage to the motor terminals is ten percent above or below the nominal voltage. The motor duty rating shall be sufficient for one complete open to close to open cycle without exceeding its temperature rating. Motor operator used for modulating service shall not exceed its temperature rating even when operating on continuous modulation. The motor shall be prelubricated and all bearings shall be anti-friction type.

The actuator shall be a double reduction unit with a capability of quickly changing the output speed with a simple gear change. The power gearing shall consist of generated spur or helical gears of heat treated steel and worm gearing. The worm shall be of hardened alloy steel and the worm gear shall be of alloy bronze, accurately cut with a hobbing machine. All power gearing shall be grease lubricated. Ball or Roller bearings shall be used throughout.

Limit switches and associated gearing shall be an integral part of the valve actuator. Limit switch gearing shall be of the intermittent type, totally enclosed in its own gear case to prevent dirt and foreign matter from entering the gear train, grease lubricated and shall be made of bronze or stainless steel. Limit switches shall be of the adjustable type capable of being set to trip at any point of valve travel between full open and full closed, and not be subject to breakage or slippage due to over travel.

Limit switches shall be of the heavy duty open contact type with rotary wiping action. Micro-switches or similar switch configurations are not acceptable.

Each valve actuator shall have a minimum of two rotor type switch assemblies and a minimum of eight heavy duty contacts.

Each valve actuator shall be equipped with a double torque switch which is responsive to loads encountered in either the opening or closing direction. Each side of the switch shall have a numbered dial and shall be adjustable. A calibration tag shall be mounted near each switch, correlating dial settings with unit output torque.

The torque switch shall operate during the complete valve cycle without the use of auxiliary relays, linkages, latches or other devices. The torque switch shall be wired to shut off the actuator motor in the event excessive torque is being generated in either direction of travel.

A handwheel shall be provided for manual operation. The handwheel shall not operate during motor operation, nor shall a fused motor prevent manual operation. When in manual operating position, the unit will remain in this position until the motor is energized at which time the valve operator will automatically return to electric operation. The handwheel must be reasonably fast and require no more than 100 pounds of rim effort at the maximum required torque.

The motor operator shall be complete with all electrical controls including reversing contractors in a NEMA4 enclosure, space heaters and protective devices as required. Motor operator shall operate on ___ volt ___ phase. Starter shall include control transformer so that all controls, space heaters and starter coils operate on 120 volt AC control power. Controls shall be wired through the filter control console as described elsewhere in these specifications. Wiring shall be configured so that disconnecting the volt power feeder will act to disconnect all possible electrical equipment within the operator.

A suitable lever or wrench shall be provided for each six wrench-operated valves and at least one wrench for each operating station. Wrenches or wheels and chains shall be of suitable size and sufficient length for each operation of the valves at their rated working pressure.

Plug valves 2-1/2 inches and smaller shall have threaded ends conforming to ANSI Standards for Pipe Threads B2.1.

Plug valves 3-inches and larger in size, for interior service or exposed above grade outside, shall be fitted with flanged ends suitable for use with the equipment and piping systems in which they are to be installed. Valves for buried service shall be fitted with mechanical joint ends.

2.05 BALL VALVES - METAL

Housing shall be cast iron with permanently lubricated sintered bronze bearings and bronze shaft seals with a suitable sealing medium. Seats shall be synthetic rubber. The seating surface shall be stainless steel Type 304. Valve shafts shall be Type 304 stainless steel ground and polished. The valve shall be equipped with an adjustable thrust bearing. The port area of the valve shall be uniform in cross section and equal to the pipe inside area.

Acceptable Manufacturers. Homestead Industries, Coraopolis, Pennsylvania; Allis-Chalmers, Milwaukee, Wisconsin; or approved equivalent.

2.06 BALL VALVES - PLASTIC

Housing and ball shall be rigid, unplasticized Type 1 polyvinyl chloride (PVC). The seats shall be Teflon and the stem seals shall be Viton A O-rings. The port area shall be uniform in cross section and equal to the pipe inside area.

Acceptable manufacturers. Hayward Manufacturing Company, Elizabeth, New Jersey; or approved equivalent.

2.07 GLOBE AND ANGLE VALVES

Valves larger than 3-inches shall be iron-body, bronze-mounted, O. S. & Y. globe and angle valves with flanged ends. Valves shall be designed for a working pressure of 200 psi.

Flanged ends of valves shall be suitable for use with the equipment and piping systems in which they are to be installed.

Valves 3-inches and smaller shall be 150-pound bronze valves with screwed or solder-joint ends. Body material shall conform to ASTM B62. Valves shall have union bonnet, renewable or regrindable Type 304 stainless-steel plug and seat. Stems shall be made of wrought silicon bronze. If the manufacturer does not furnish this material in the class specified, the valves shall be furnished in the next higher class in which the stem material is available. Globe valves or angle valves may be used for stop valves for sizes 1-inch and smaller, subject to the approval of the Engineer.

2.08 AIR RELEASE VALVES

Deep well air release valves shall have cast iron bodies and covers, with bronze or stainless steel floats and mechanism and synthetic rubber seats. All iron parts shall be properly coated to prevent corrosion.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Water main air release valves shall be the automatic type. The size shall be one-inch for 1 6-inch diameter pipe and smaller, and two-inch for 18-inch diameter pipe and larger. The body and cover shall be cast iron with bronze or stainless steel float and mechanism and BUNA-N seat.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Sewage air release valves for use on pressure sewerage lines shall be of the type that automatically releases air, gas, or vapor under pressure during system operation. The valve shall have N.P.T. inlet and outlet. Valve shall be constructed of cast iron body and cover, stainless steel trim and float with an adjustable synthetic rubber orifice for positive seating. All iron parts of the valve shall be properly coated to prevent corrosion. The valve shall be complete with backwash accessories consisting of an inlet shut-off valve, blow-off valve, clean water inlet valve, rubber supply hose and quick disconnect couplings.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

2.09 TAPPING SLEEVES AND VALVES

Tapping sleeves and valves shall be used to make "wet" taps into existing mains when shown on the Drawings.

ALTERNATE 1 - For Tapping Pipes Greater Than 10-inches In Diameter

Cast iron tapping sleeve shall be of split type with mechanical joints, ductile-iron bolts and flanged outlet for connection to the tapping valve.

ALTERNATE 2 - For Tapping Pipes Less Than 10-inches In Diameter

Stainless Steel Tapping Sleeves.

Acceptable Manufacturers. ADIPCO, U.S. Pipe, McWane, Clow, Mueller, JCM, Rockwell, Dresser, M & H, or approved equivalent.

Tapping valves shall conform to the requirements of this section for gate valves except that they shall have an inlet joint to match the sleeve and an outlet joint suitable for connection to the pipe used.

2.10 EXTENSION STEMS FOR BURIED VALVE OPERATORS

Where the depth of the valve is such that its centerline is more than four feet below grade, provide operating extension stems to bring the operating nut to a point of six-inches below the surface of the ground and/or box cover. Extension stems shall be steel and shall be complete with a two-inch operating nut.

2.11 T-HANDLE WRENCHES

Furnish a sufficient number of T-handle wrenches to permit operation of all gates and valves with square operating nuts, regardless of depth.

Length shall be suitable for operators average height working in normal positions.

2.12 VALVE BOXES

Valve boxes shall be provided for all buried valves. Valve boxes shall consist of cast iron base and adjustable top section with cover which shall be marked to indicate type of service. Extensions shall be provided as required to meet grade.

Boxes for butterfly valves shall be a 5-1/4-inch valve box with slip-type joints.

PART 3 - EXECUTION

3.01 INSPECTION

Prior to installation valves shall be inspected for direction of opening, freedom of operation, tightness of pressure-containing bolting, cleanliness of valve ports and seating surfaces, handling damage and cracks. Defective valves and accessories shall be rejected.

3.02 INSTALLATION

Valves shall be installed so that contact faces bear uniformly on the gasket and then are made up with relatively uniform bolt stress. Valves shall be supported so that undue stress is not placed on flanges. Valves shall not be used to bring misaligned pipe into alignment during installation.

Valves for buried service shall be set plumb with the base of the valve box centered over the valve and resting on compacted backfill. The top section of the box shall be set to allow equal movement above and below finished grade. After being correctly positioned, fill shall be carefully tamped around the valve box for a distance of 4-ft. on all sides below the box. In paved areas, top of the cover shall be flush with the finished paving. In off-street areas, the cover shall be set 1-inch above existing grade unless otherwise directed by the Engineer. A concrete pad shall be poured around the top of the box in unpaved areas, as shown in the standard details.

The valve manufacturer shall select and mount the gear operator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

3.03 TESTING

Valves shall be tested as a part of the completed piping system in accordance with the requirements of Section 01660 - Pressure Testing.

END OF SECTION

SECTION 02641
PIPE CLEANING AND PIGGING

PART 1 – General

1.01 SCOPE OF WORK

- A. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean new or existing, force mains, using polly pigs and an approved Polly pig procedure. Install all items required, provide Polly pig launching and retrieval devices as required and furnish all swabs and Polly pigs required for thorough removal of foreign materials.

1.02 QUALIFICATIONS

- A. The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacture, installation and use of the specified items.

1.03 SUBMITTALS

- A. The contractor shall provide evidence of qualification by providing copies of his/her state certification or license to perform such work as herein described and shall provide verifiable references upon request.

1.04 CONTRACTOR RESPONSIBILITIES

- A. Supervision – There shall be on-site at all times during the work, one superintendent with a minimum of three years supervisory experience in cleaning new and old force mains.
- B. Cleaning – Cleaning shall be performed using swabs or Polly pigs to remove all foreign objects and, for old pipe, restore the original flow characteristics without abrading the interior walls of the pipe.
- C. Training – The contractor shall furnish on-site and “project in progress” training to City personnel for future remedial cleaning and to implement a proper flushing program.
- D. Equipment – the contractor shall furnish pig launching equipment, which will minimize the Contractor’s or City’s need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. The contractor shall maintain on site for the duration of the project and have available for immediate use an electronic Polly pig detector with the appropriately sized cavity Polly pig for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage, and to find “lost” valves and other disparities within the system.

The contractor shall also have available auxiliary centrifugal pumps for cleaning.

- E. Testing – The contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types densities and numbers of pigs and/or swabs to be used to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.
- F. Communication – The contractor shall provide radio communication and job site transportation between launching and retrieval points.
- G. Report upon completion – The contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning progress about the system to confirm existing information.

PART 2 – PRODUCTS

2.01 POLLY PIGS

- A. Furnish Polly pigs in sufficient numbers and sizes of appropriate densities, coatings and configurations to properly clean the system(s) prior to the system(s) being put into service.
- B. Polly pigs shall be those as manufactured by Knapp Polly Pigs of Houston, Texas, or approved equal.

2.02 EQUIPMENT

- A. Furnish and install Polly pig launching and retrieval devices as required.
- B. Launching and retrieval device shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 P.S.I.G.

2.03 EXECUTION

- A. Equipment shall be installed in accordance with manufacturer's recommendations.
- B. Evaluation of new and existing pipeline conditions, selection of the cleaning pigs, cleaning and flushing shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system. Such work shall be provided by a specialty subcontractor, Professional Piping Services, Inc., Land O'Lakes, Florida, (1-800-780-6098) or an approved equal.
- C. New and existing piping shall be thoroughly cleaned of all material, sand, grit, gravel, stones, fluids, construction debris, threats to its sanitation, and other items that can generally be construed as "foreign" material and that would not be found in a properly cleaned system. This cleaning shall provide a smooth interior periphery of the pipe as a

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consequence of the cleaning procedure and will result in a conduit or pipe virtually free of any material and fluids, other than those used for the cleaning procedure, within the system.

- D. The contractor shall provide all required material, labor, special fittings, connections, traffic control and temporary facilities necessary to accomplish the work. Night work may be required to perform cleaning in existing force mains without unacceptable back-up of sewage in the gravity collection system. The contractor shall perform such night work at no additional cost to the owner.

END OF SECTION

SECTION 02740A

BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

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City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 7.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-08
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Comprehensive Plan Amendments, Water Supply Work Plan (SECOND READING)		
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 <u>Planning Board</u> 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. <u>Second reading update: The proposed Comprehensive Plan amendments were transmitted to the Florida Department of Commerce, applicable state agencies, the Volusia County Growth Management Commission, and abutting jurisdictions and no comments or objections have been received.</u>
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. ORMOND BCH. 24-01ESR (P) 7. Ordinance BIE, Water Supply Work Plan
Approval:	Kelly McGuire, Finance Director 7/12/2024 Shawn Finley, Assistant City Manager 7/12/2024 Joyce Shanahan, City Manager 7/31/2024

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, underlined type constitutes additions to the original text and ~~striketrough~~ 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 6th day of August, 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 wWork 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 wWater sSupply facilities wWork pPlan 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:

City County State	LOS Daily	LOS Peak Hour
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. **Water:**

Raw:	An average daily volume of 124 gallons of raw water per capita per day. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>

<u>Sewer:</u>	<u>An average daily volume of 270 gallons per ERU.</u>
<u>Reclaimed:</u>	<u>An average of daily volume of 600 GPD per ERU.</u> <u>An average daily volume of 300 GPD per ERU.</u>

Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
<u>Hotels and Motels</u>	<u>0.4 ERU per room</u>
<u>Movie theaters, auditoriums, churches</u>	<u>0.02 ERU per seat</u>
<u>Nursing Homes / A.L.F.</u>	<u>0.5 ERU per bed</u>
<u>Restaurants</u>	<u>0.15 ERU per seat</u>
<u>Single-Family residence</u>	<u>1.00 ERU per unit</u>
<u>Schools</u>	<u>0.05 ERU per seat</u>
<u>Townhouse residence</u>	<u>0.7 ERU per unit</u>

*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								
<u>1.</u>	<u>Water Main Replacements</u>	<u>Bond Proceeds</u>	<u>\$2,600,000</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,900,000</u>
<u>2.</u>	<u>Existing Wellfield Repairs</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$145,000</u>	<u>\$1,778,750</u>	<u>\$1,923,750</u>
<u>3.</u>	<u>Hudson Wellfield Expansion</u>	<u>Water Impact Fees</u>	<u>\$2,572,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,572,500</u>
<u>4.</u>	<u>West Ormond Utilities Potable Tank and Station</u>	<u>To be determined</u>	<u>\$375,000</u>	<u>\$5,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>
<u>5.</u>	<u>West Ormond Utilities, New Rima Wells</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$3,007,500</u>	<u>\$0</u>	<u>\$3,307,500</u>
<u>6.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>
<u>7.</u>	<u>West Ormond Utilities – New Raw Water Wellfield</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,452,500</u>	<u>\$20,452,000</u>
<u>8.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,250,000</u>	<u>\$47,250,000</u>
Wastewater Improvements								
<u>9.</u>	<u>Water Reclamation Facility Modifications</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$320,000</u>	<u>\$5,215,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,535,000</u>
<u>10.</u>	<u>Halifax River Force Main Crossing</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$153,000</u>	<u>\$1,913,000</u>	<u>\$0</u>	<u>\$2,066,300</u>
<u>11.</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700,000</u>
<u>12.</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined & Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>
<u>13.</u>	<u>West Ormond Utilities Water Reclamation Facility Site Improvements</u>	<u>To be determined</u>	<u>\$1,620,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,620,000</u>

#	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



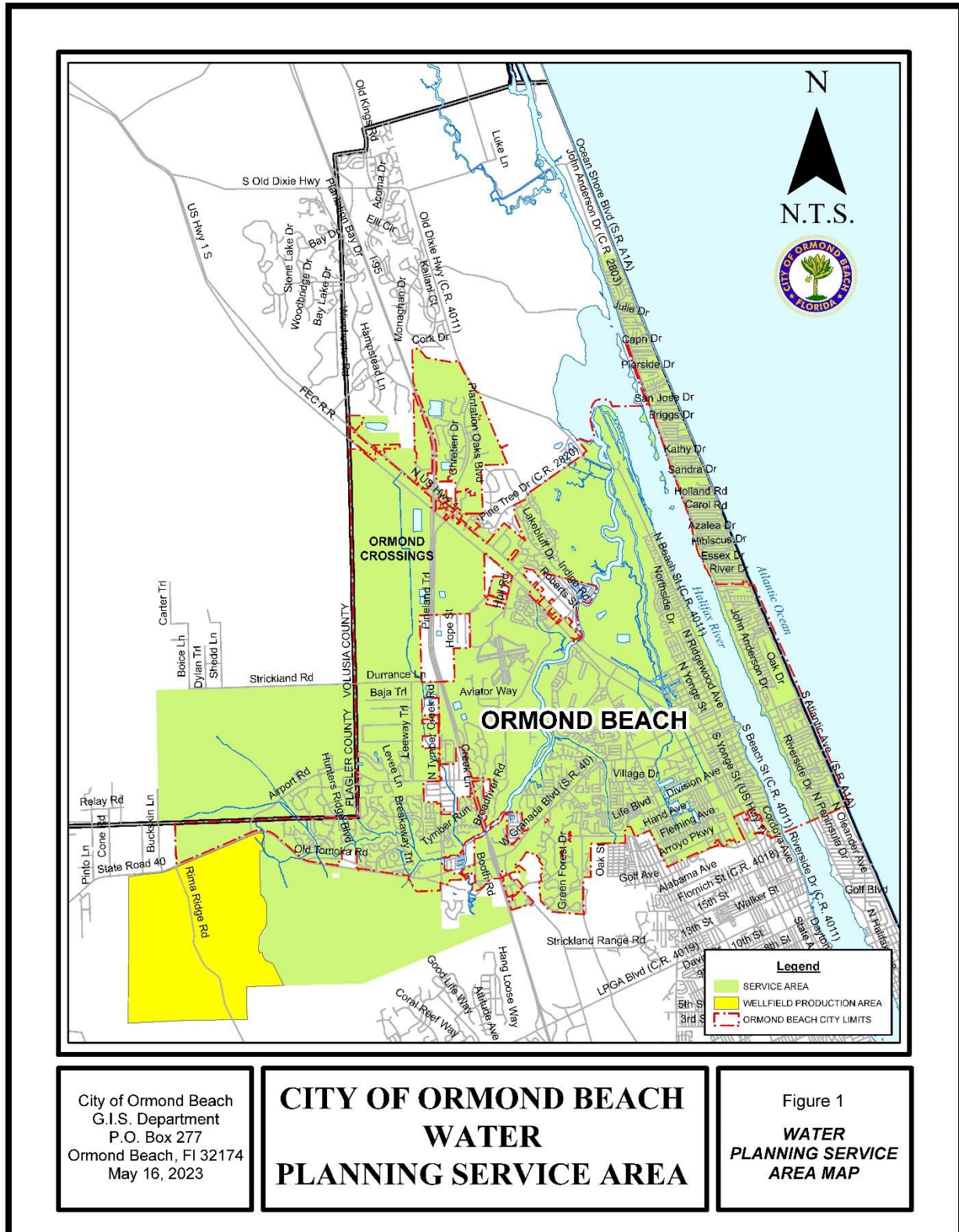
Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

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



City of Ormond Beach
Water Supply Work Plan

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	26H/34	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

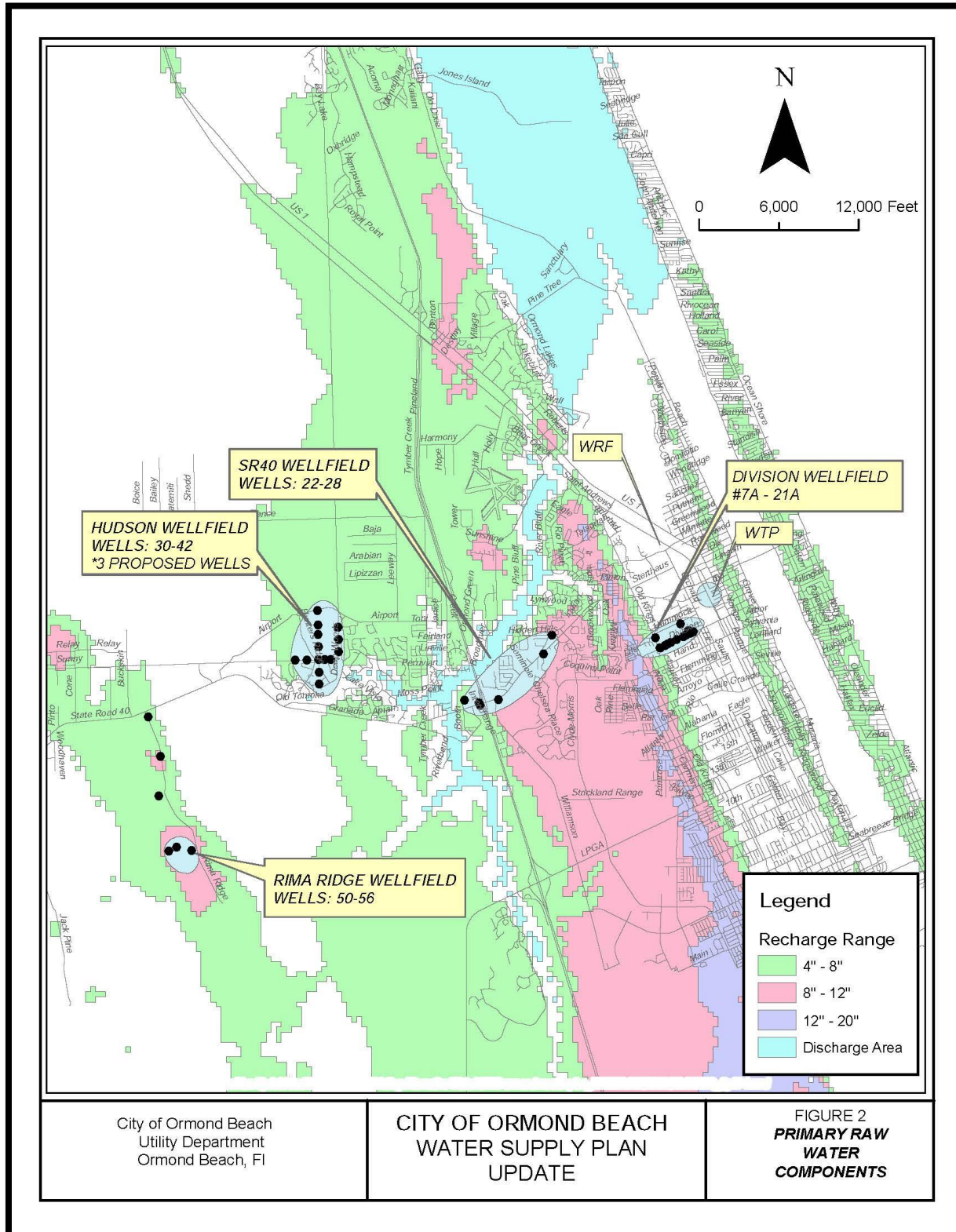




Table 2: Existing Wellfield Chloride Levels

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



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. ^{(b)(1)} 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

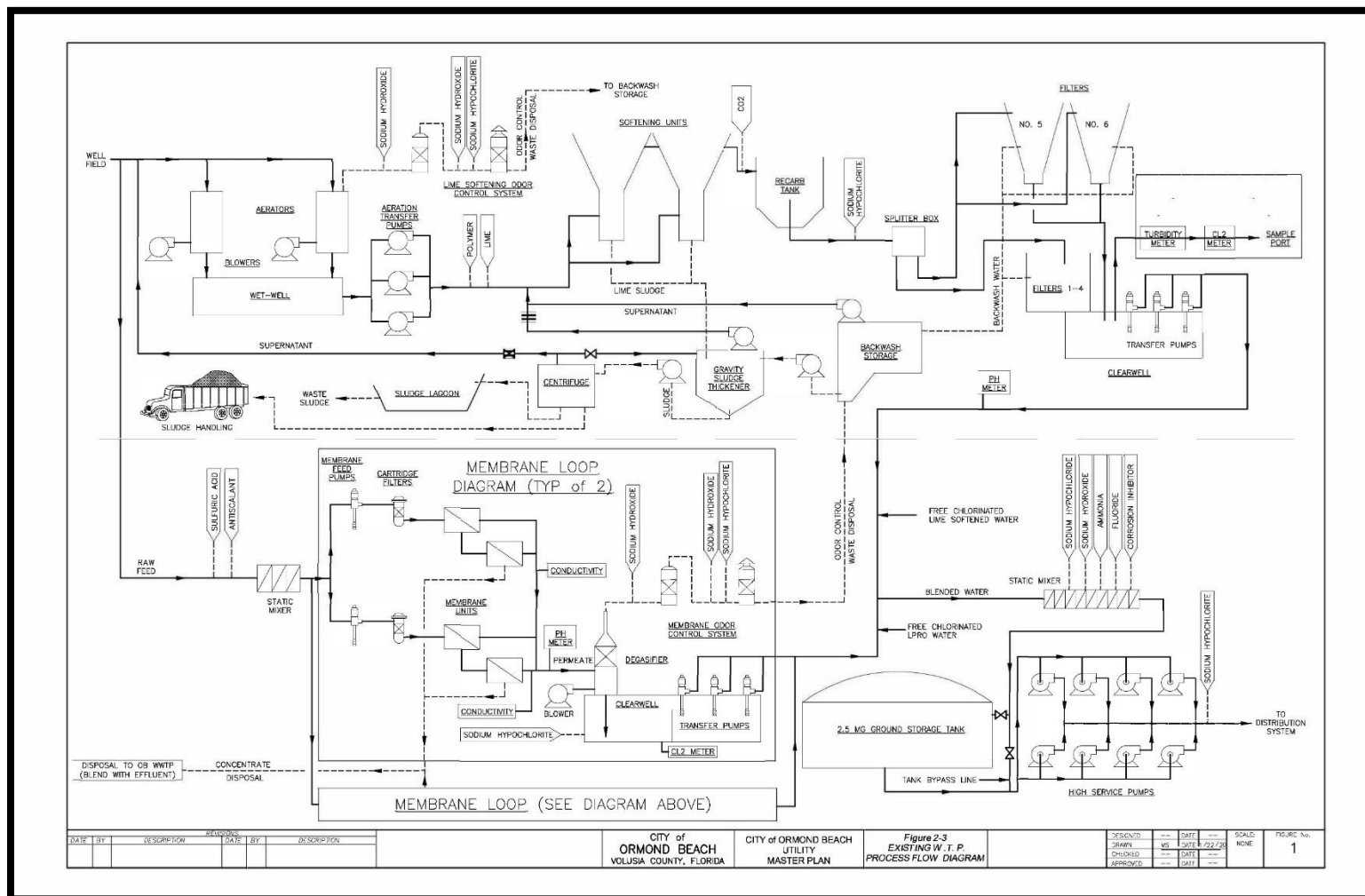
Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 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

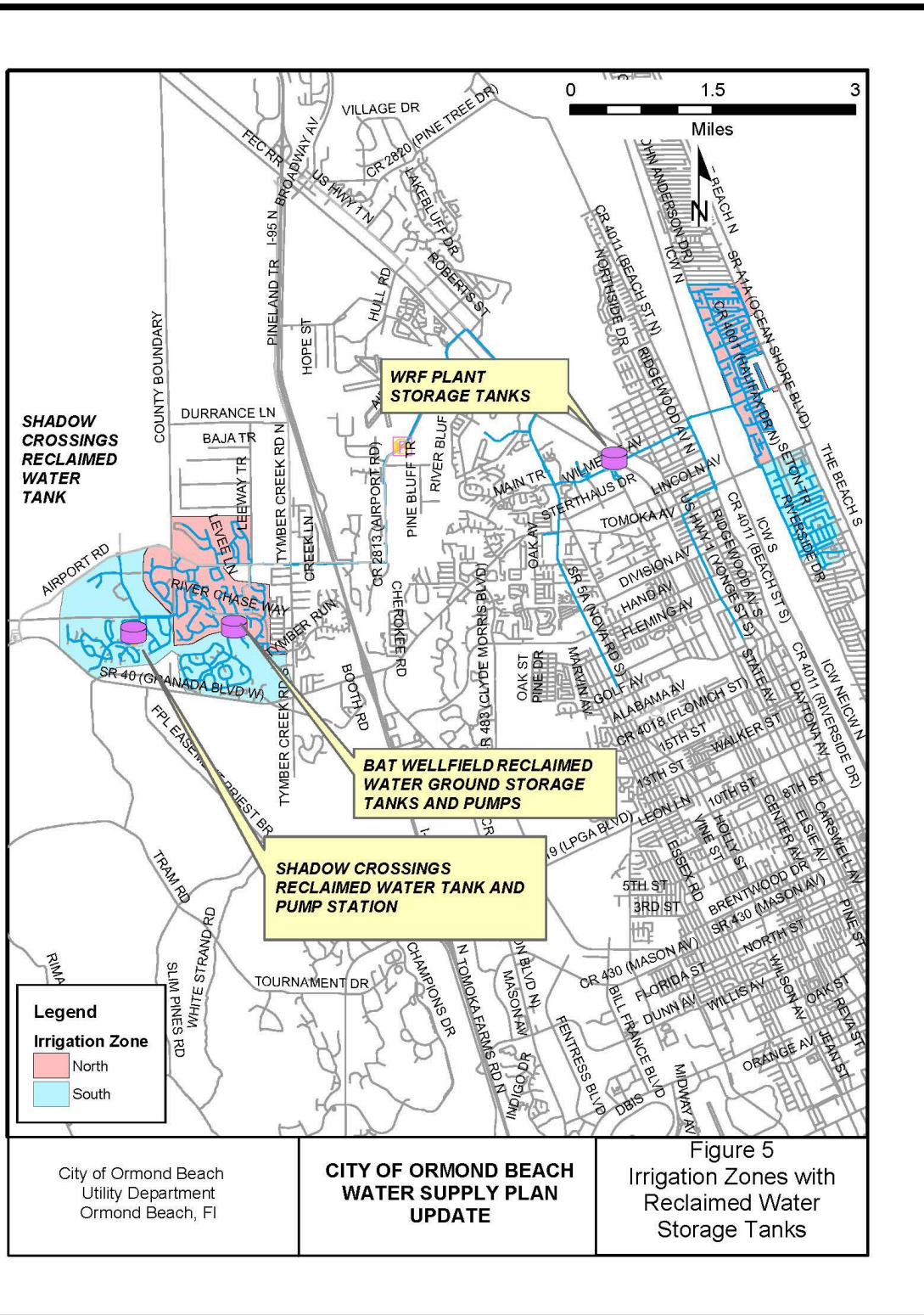
City ordinances state that under normal conditions, irrigation may only occur between 4 PM and 10 AM. Available reclaimed water, however, is generally fully utilized on most nights, especially during the drier months in the early growing season. During these peak irrigation periods, the city regularly 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

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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-Built	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

<i>Item Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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-Built 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

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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 to 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
<u>434-Water Impact Fees</u>						
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
<u>499-Water and Wastewater R and R (West Ormond)</u>						
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:

City County State	LOS Daily	LOS Peak Hour
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. **Water:**

Raw:	An average daily volume of 124 gallons of raw water per capita per day. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
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Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>
Sewer:	<u>An average daily volume of 270 gallons per ERU.</u>
Reclaimed:	An average of daily volume of 600 GPD per ERU. <u>An average daily volume of 300 GPD per ERU.</u>

Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
<u>Hotels and Motels</u>	<u>0.4 ERU per room</u>
<u>Movie theaters, auditoriums, churches</u>	<u>0.02 ERU per seat</u>
<u>Nursing Homes / A.L.F.</u>	<u>0.5 ERU per bed</u>
<u>Restaurants</u>	<u>0.15 ERU per seat</u>
<u>Single-Family residence</u>	<u>1.00 ERU per unit</u>
<u>Schools</u>	<u>0.05 ERU per seat</u>
<u>Townhouse residence</u>	<u>0.7 ERU per unit</u>

*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								
<u>1.</u>	<u>Water Main Replacements</u>	<u>Bond Proceeds</u>	<u>\$2,600,000</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,900,000</u>
<u>2.</u>	<u>Existing Wellfield Repairs</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$145,000</u>	<u>\$1,778,750</u>	<u>\$1,923,750</u>
<u>3.</u>	<u>Hudson Wellfield Expansion</u>	<u>Water Impact Fees</u>	<u>\$2,572,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,572,500</u>
<u>4.</u>	<u>West Ormond Utilities Potable Tank and Station</u>	<u>To be determined</u>	<u>\$375,000</u>	<u>\$5,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>
<u>5.</u>	<u>West Ormond Utilities, New Rima Wells</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$3,007,500</u>	<u>\$0</u>	<u>\$3,307,500</u>
<u>6.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>
<u>7.</u>	<u>West Ormond Utilities – New Raw Water Wellfield</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,452,500</u>	<u>\$20,452,000</u>
<u>8.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,250,000</u>	<u>\$47,250,000</u>
Wastewater Improvements								
<u>9.</u>	<u>Water Reclamation Facility Modifications</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$320,000</u>	<u>\$5,215,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,535,000</u>
<u>10.</u>	<u>Halifax River Force Main Crossing</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$153,000</u>	<u>\$1,913,000</u>	<u>\$0</u>	<u>\$2,066,300</u>
<u>11.</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700,000</u>
<u>12.</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined & Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>



#	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

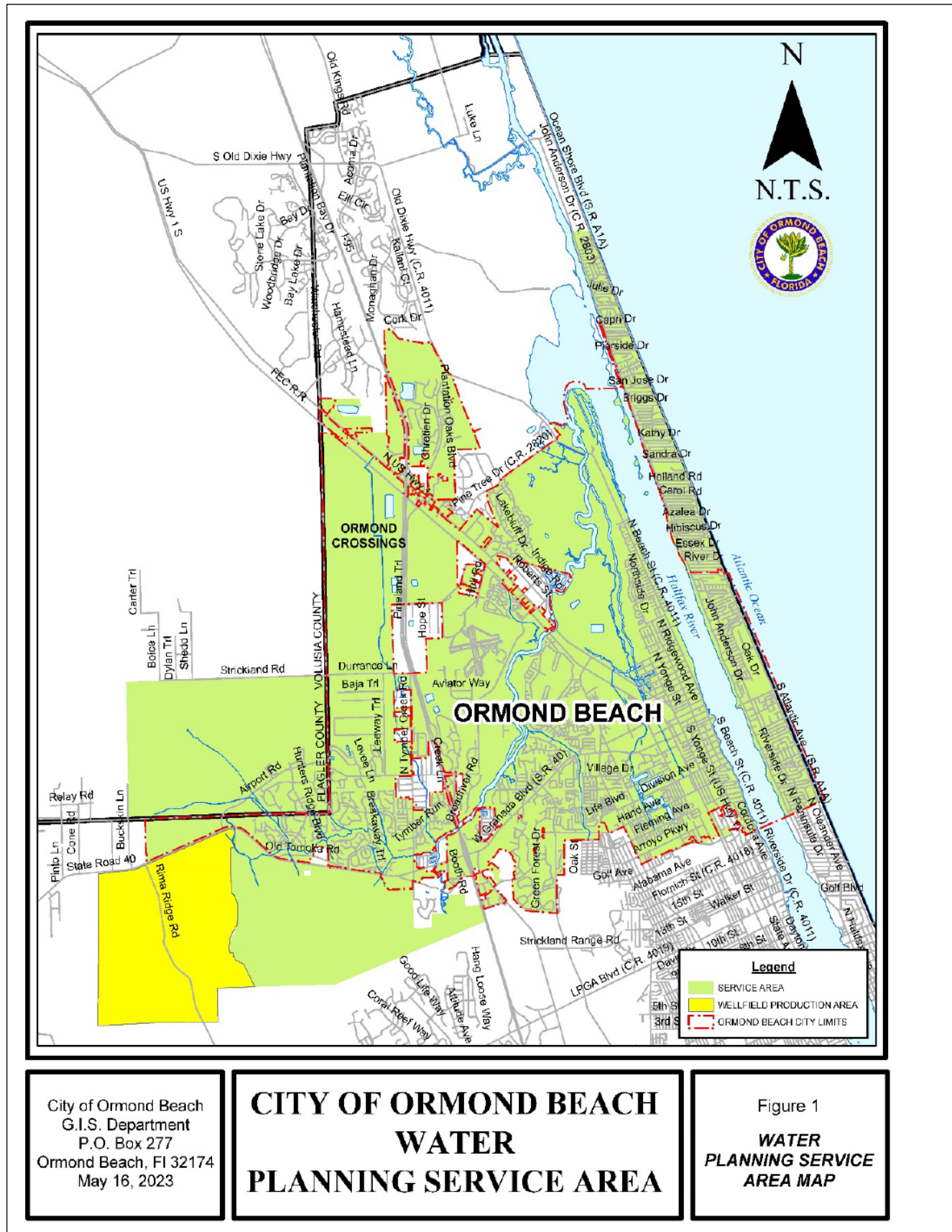
scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The city has selected a multi-tiered planning period for this document. Flows are 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

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. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>
Sewer:	<u>An average daily volume of 270 gallons per ERU.</u>
Reclaimed:	An average of daily volume of 600 GPD per ERU. <u>An average daily volume of 300 GPD per ERU.</u>

- e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~ Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
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- 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.

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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								
<u>1.</u>	<u>Water Main Replacements</u>	<u>Bond Proceeds</u>	<u>\$2,600,000</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,900,000</u>
<u>2.</u>	<u>Existing Wellfield Repairs</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$145,000</u>	<u>\$1,778,750</u>	<u>\$1,923,750</u>
<u>3.</u>	<u>Hudson Wellfield Expansion</u>	<u>Water Impact Fees</u>	<u>\$2,572,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,572,500</u>
<u>4.</u>	<u>West Ormond Utilities Potable Tank and Station</u>	<u>To be determined</u>	<u>\$375,000</u>	<u>\$5,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>
<u>5.</u>	<u>West Ormond Utilities, New Rima Wells</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$3,007,500</u>	<u>\$0</u>	<u>\$3,307,500</u>
<u>6.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>
<u>7.</u>	<u>West Ormond Utilities – New Raw Water Wellfield</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,452,500</u>	<u>\$20,452,000</u>
<u>8.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,250,000</u>	<u>\$47,250,000</u>
Wastewater Improvements								
<u>9.</u>	<u>Water Reclamation Facility Modifications</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$320,000</u>	<u>\$5,215,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,535,000</u>
<u>10.</u>	<u>Halifax River Force Main Crossing</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$153,000</u>	<u>\$1,913,000</u>	<u>\$0</u>	<u>\$2,066,300</u>
<u>11.</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700,000</u>
<u>12.</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined & Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>
<u>13.</u>	<u>West Ormond Utilities Water Reclamation Facility Site Improvements</u>	<u>To be determined</u>	<u>\$1,620,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,620,000</u>

#	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



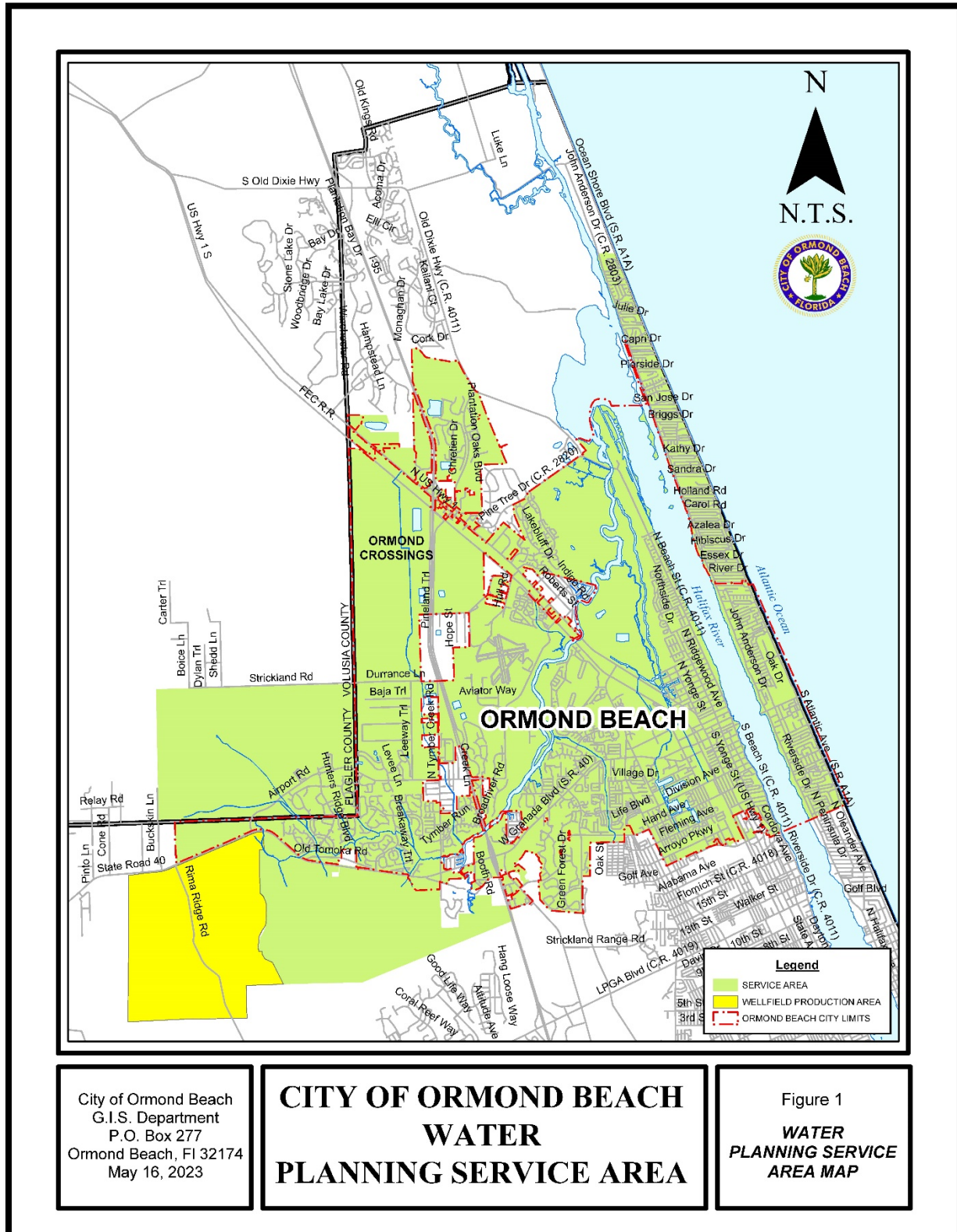
Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

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





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	26H/34	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

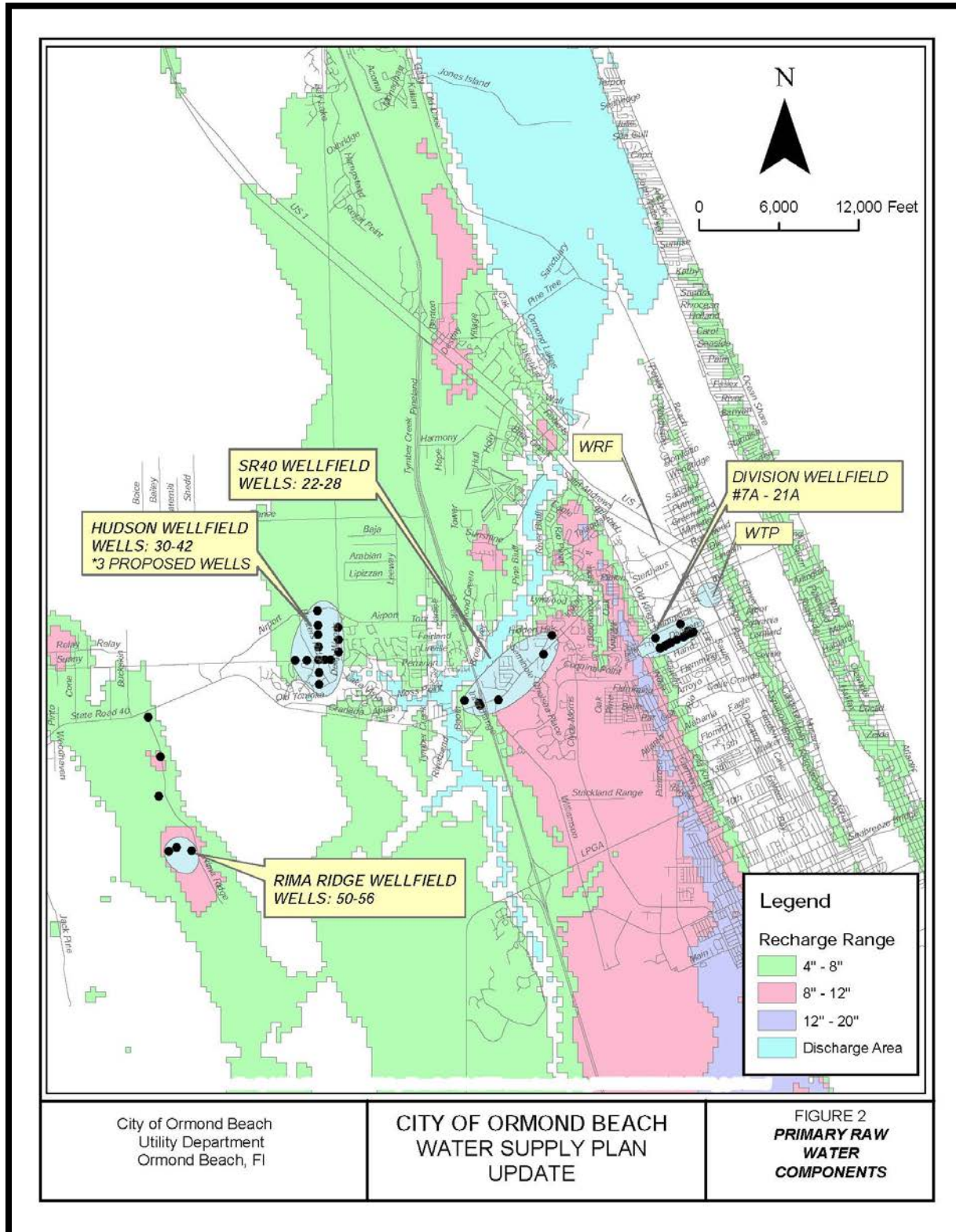




Table 2: Existing Wellfield Chloride Levels

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

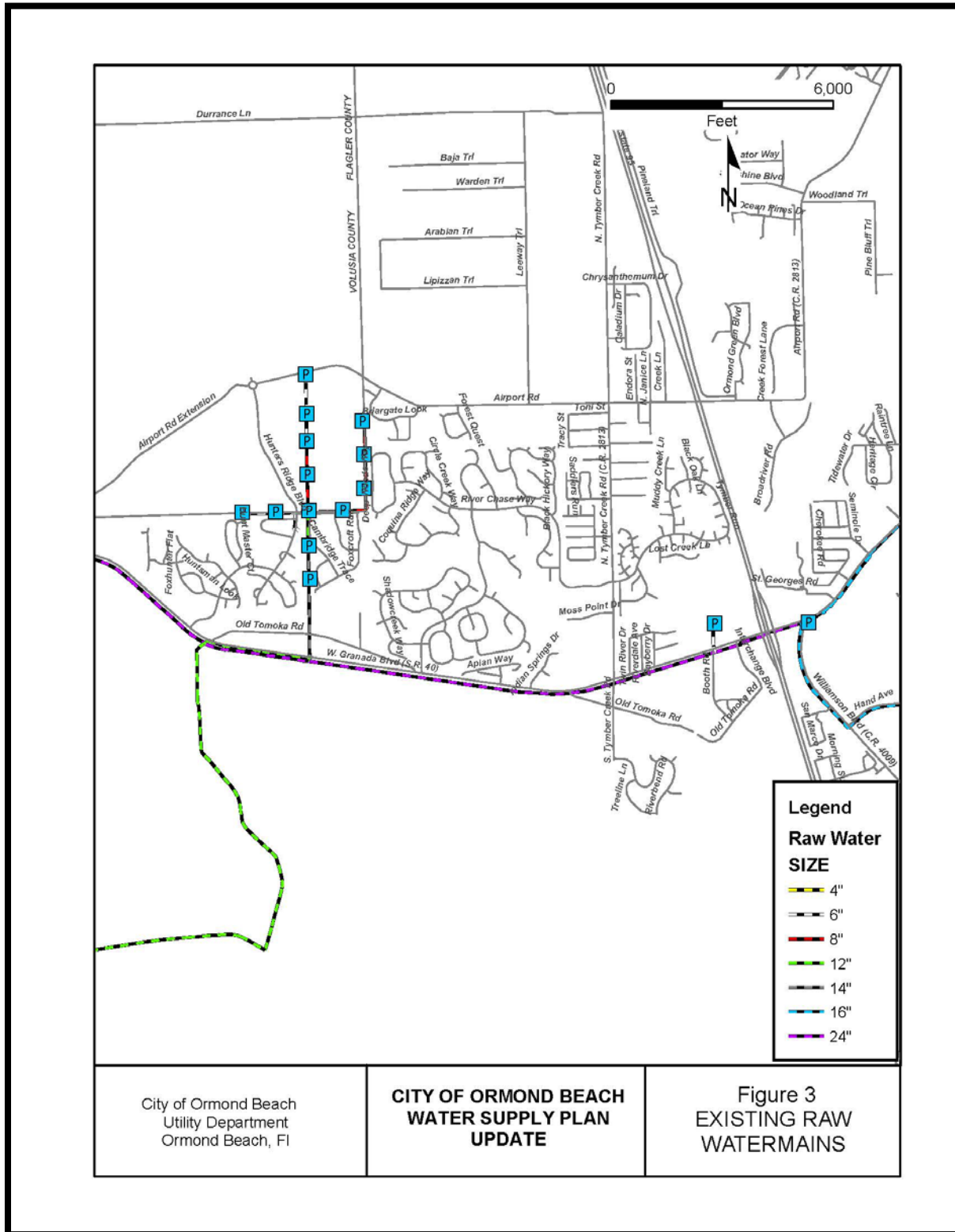
The raw water transmission system comprises approximately 134,701 lineal feet, or approximately 25.5 miles, of various pipe sizes. **Table 3** illustrates the estimated length of each type of material present throughout the raw water transmission system according to the latest GIS information. **Figure 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. ^{(b)(1)} 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

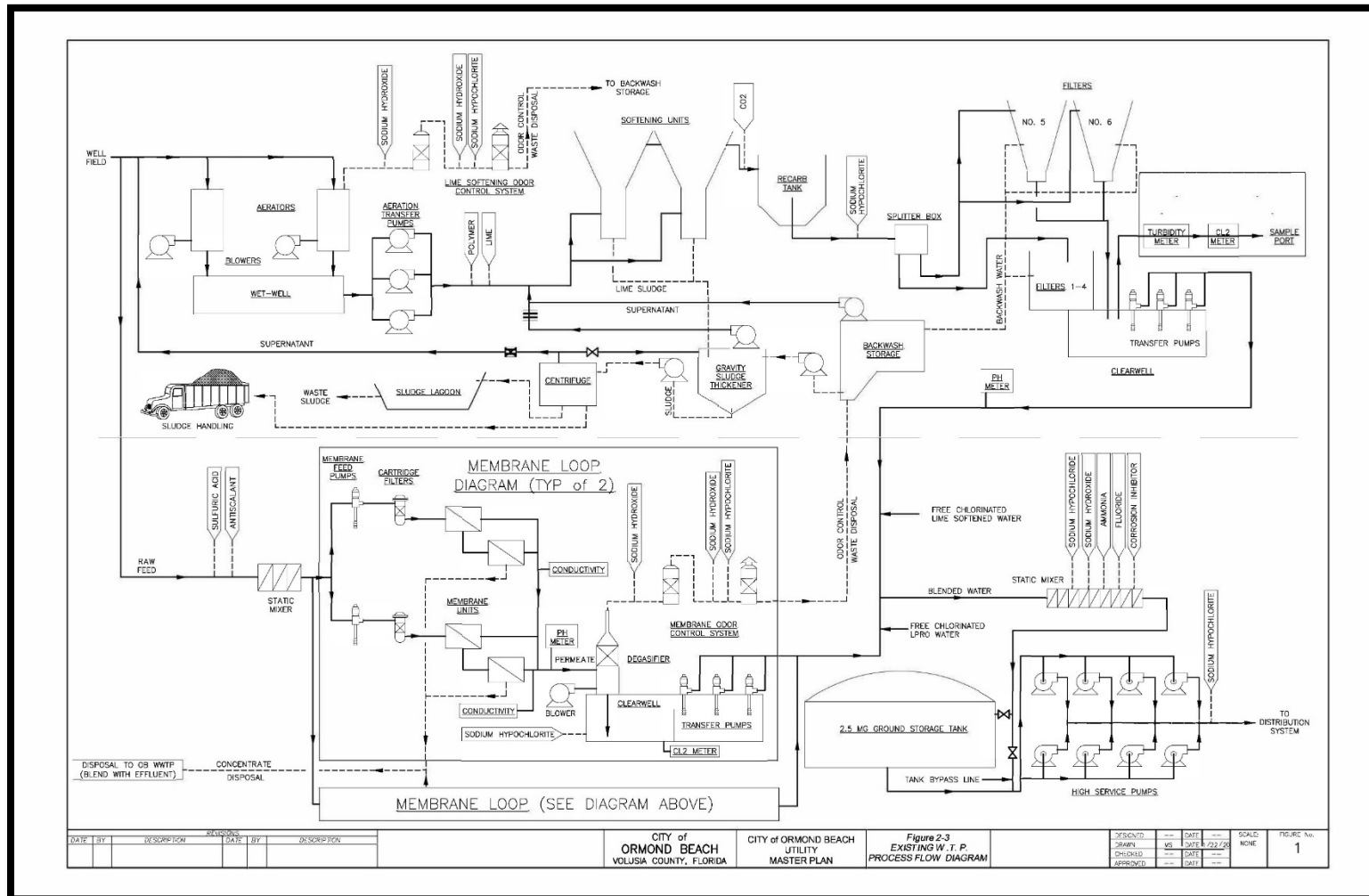
Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 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:

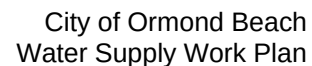
- Concentrate from the City's WTP RO process: Approx. 0.5-1.0 MGD
- Holly Hill reclaimed interconnect: Approx. 0.5-1.0 MGD
- Five (5) irrigation wells in the Hudson Wellfield (turned on as needed)

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



**City of Ormond Beach
Utility Department
Ormond Beach, FL**

**CITY OF ORMOND BEACH
WATER SUPPLY PLAN
UPDATE**

**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 as 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

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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-Built	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

<i>Item Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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-Built 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

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
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 to 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:

City County State	LOS Daily	LOS Peak Hour
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. Water:

Raw:	An average daily volume of 124 gallons of raw water per capita per day. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
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Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>
Sewer:	<u>An average daily volume of 270 gallons per ERU.</u>
Reclaimed:	An average of daily volume of 600 GPD per ERU. <u>An average daily volume of 300 GPD per ERU.</u>

- e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~ Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
<u>Hotels and Motels</u>	<u>0.4 ERU per room</u>
<u>Movie theaters, auditoriums, churches</u>	<u>0.02 ERU per seat</u>
<u>Nursing Homes / A.L.F.</u>	<u>0.5 ERU per bed</u>
<u>Restaurants</u>	<u>0.15 ERU per seat</u>
<u>Single-Family residence</u>	<u>1.00 ERU per unit</u>
<u>Schools</u>	<u>0.05 ERU per seat</u>
<u>Townhouse residence</u>	<u>0.7 ERU per unit</u>



*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								
<u>1.</u>	<u>Water Main Replacements</u>	<u>Bond Proceeds</u>	<u>\$2,600,000</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,900,000</u>
<u>2.</u>	<u>Existing Wellfield Repairs</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$145,000</u>	<u>\$1,778,750</u>	<u>\$1,923,750</u>
<u>3.</u>	<u>Hudson Wellfield Expansion</u>	<u>Water Impact Fees</u>	<u>\$2,572,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,572,500</u>
<u>4.</u>	<u>West Ormond Utilities Potable Tank and Station</u>	<u>To be determined</u>	<u>\$375,000</u>	<u>\$5,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>
<u>5.</u>	<u>West Ormond Utilities, New Rima Wells</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$3,007,500</u>	<u>\$0</u>	<u>\$3,307,500</u>
<u>6.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>
<u>7.</u>	<u>West Ormond Utilities – New Raw Water Wellfield</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,452,500</u>	<u>\$20,452,000</u>
<u>8.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,250,000</u>	<u>\$47,250,000</u>
Wastewater Improvements								
<u>9.</u>	<u>Water Reclamation Facility Modifications</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$320,000</u>	<u>\$5,215,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,535,000</u>
<u>10.</u>	<u>Halifax River Force Main Crossing</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$153,000</u>	<u>\$1,913,000</u>	<u>\$0</u>	<u>\$2,066,300</u>
<u>11.</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700,000</u>
<u>12.</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined & Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>



#	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.

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

June 28, 2024

The Honorable Bill Partington
Mayor, City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Dear Mayor Partington:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for Ormond Beach (Amendment No. 24-01ESR) received on May 31, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Steven Spraker, AICP, Planning Director, City of Ormond Beach
Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"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 local government that the plan amendment package is complete. If the amendment is 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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



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

August 6, 2024 - City Commission

Number: 7.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-16
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	LDC Amendment, Local Landmark List, Stout-MacDonald House Name Change (SECOND READING)		
Summary:	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, (31) 38 East Granada Boulevard, the MacDonald House, to amend the name to 38 East Granada Boulevard, the Stout-MacDonald House. At the March 5, 2024, City Commission meeting, the commission directed planning staff to process this change. The amendment seeks to change the name of the historic landmark in the LDC to be consistent with the accepted MacDonald House Historic Structure Study completed by Bender & Associates Architects, P.A The <u>Planning Board</u> reviewed the LDC amendment at the April 11, 2024 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the LDC Code amendment.		
Financial Impact:	None		
Citizen Impact:	The name change was advocated for by the Historic Landmark Preservation Board to recognize the original owner as recommended by the MacDonald House Historic Structure Study completed by Bender & Associates Architects, P.A. It is not expected that the LDC amendment would have any negative citizen impacts.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended APPROVAL of the amendment to the LDC, to amend the name of 38 East Granada Boulevard, to the Stout-MacDonald House.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-16 LDC Amendment Stout MacDonald House (P24-0101G) 2. 4.11.2024 Planning Board Staff Report-Stout MacDonald House 3. 04.11.2024, Planning Board minutes, LLL LDC Amendment 4. Ordinance BIE, LDC Amend. -38EGB	
Approval:	Kelly McGuire, Finance Director	7/24/2024
	Shawn Finley, Assistant City Manager	7/24/2024
	Joyce Shanahan, City Manager	7/31/2024

ORDINANCE NO. 2024-16

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY AMENDING THE NAME OF THE HISTORIC LANDMARK AT 38 EAST GRANADA BOULEVARD FROM THE “MACDONALD HOUSE” TO THE “STOUT-MACDONALD HOUSE” ON THE HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, at the March 5, 2024 City Commission meeting the City Commission provided direction to rename the historic building located 38 East Granada Boulevard from the “MacDonald House” to the “Stout-MacDonald House” based upon the MacDonald House Historic Structure Study completed by Bender & Associates Architects, P.A., and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on April 11, 2024, on the requested amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. Subsection (k), *Ormond Beach Historic Landmarks list*, of Section 2-71, Historic districts and landmarks, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

(k) *Ormond Beach Historic Landmarks list.*

(1) - (30) *(No change to existing text)*

(31) 38 East Granada Boulevard, the Stout-MacDonald House.

(32) - (53) *(No change to existing text)*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th
day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Stout-MacDonald House

PLANNING BOARD DATE:	April 11, 2024
TENTATIVE CITY COMMISSION DATES:	June 4, 2024 (1 st Reading) July 23, 2024 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	LDC 2024-040
SUBJECT:	LDC amendment: Section 2-71(k) Ormond Beach Historic Landmarks List, (31) 38 East Granada Boulevard, the MacDonald House.
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton, Senior Planner
38 EAST GRANADA BOULEVARD:	

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, (31) 38 East Granada Boulevard, the MacDonald House, to amend the name to 38 East Granada Boulevard, the Stout-MacDonald House.

BACKGROUND: In 2016, the City Commission commissioned Bender & Associates Architects, P.A., to develop a historic structures report to consider the historical significance of the MacDonald House and its relevance within the context of the City's historic resources. Research conducted for the historic overview section of the accepted historic structures report revealed that the building was originally built for Margaret Stout in 1903, and remained in ownership by Ms. Stout or her family through 1941. The building has been called the MacDonald House after its owners from 1941 to 1964 because the original owner was not known. One of the recommendations of the report, as recorded in the attached February 21, 2017, City Commission MacDonald House Historic Structure Report Workshop Minutes, was to re-name the MacDonald House to the Stout-MacDonald House. On May 15, 2017, and March 15, 2021, the Historic Landmark Preservation Board (HLPB) voted in favor (8-1) to recommend to the City Commission to rename the MacDonald House to the Stout-MacDonald House. At the March 5, 2024, City Commission meeting, the commission directed planning staff to process this change. The amendment seeks to change the name of the historic landmark in the Land Development Code to be consistent with the accepted MacDonald House Historic Structure Study completed by Bender & Associates Architects, P.A.

ANALYSIS: The purpose of this Land Development Code amendment is to change the name of the historic landmark in the Land Development Code. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 2-71, Historic districts and landmarks:

(k) *Ormond Beach Historic Landmarks list.*

(1) - (30) ****No change to existing text***.*

(31) 38 East Granada Boulevard, the Stout-MacDonald House.

(32) - (53) ****No change to existing text***.*

CONCLUSION:

Section 1-15(e) 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.**

There is no development proposed as part of the proposed amendment. The amendment seeks to modify the name of the historic landmark to be consistent with the accepted MacDonald House Historic Structure Study completed by Bender & Associates Architects, P.A.

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. The amendment seeks to change the name of the historic landmark listed in the Land Development Code.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. A community benefits economically from the increase in property values and tax revenues when historic buildings are protected and made a focal point of revitalization. The historic landmark exists today at 38 E. Granada Blvd., the amendment seeks to change the name of the landmark to the Stout-MacDonald House in the Land Development Code.

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 change the name of the existing historic landmark. 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. The historic landmark has existing ingress and egress from East Granada Boulevard.

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 changing the name of the historic landmark in the Land Development Code.

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 changing the name of the historic landmark in the Land Development Code.

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 changing the name of the historic landmark in the Land Development Code.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the amendment to the Land Development Code, Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, (31) 38 East Granada Boulevard, the MacDonald House, to amend the name to 38 East Granada Boulevard, the Stout-MacDonald House, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: City Commission meeting minutes from March 5, 2024.

ATTACHMENT 1

Proposed Land Development Code amendment

Sec. 2-71. Historic districts and landmarks.

(k) *Ormond Beach Historic Landmarks list.*

(1) - (30) ****No change to existing text***.*

(31) 38 East Granada Boulevard, the Stout-MacDonald House.

(32) - (53) ****No change to existing text***.*

ATTACHMENT 2

City Commission meeting
minutes from March 5, 2024

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

March 5, 2024	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - February 20, 2024
- 6. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2024-27:** A RESOLUTION ACCEPTING THE PROPOSAL OF GRANICUS LLC REGARDING WEBSITE REDESIGN SERVICES AND STREAMING AND RECORDING SYSTEM UPGRADES; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031
 - B. **RESOLUTION NO. 2024-30:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315
 - C. **RESOLUTION NO. 2024-31:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ONLINE GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING ASSISTANCE TO PURCHASE GEAR WASHERS AND GEAR DRYERS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315
 - D. **RESOLUTION NO. 2024-32:** A RESOLUTION ACCEPTING A WARRANTY DEED FROM US CAPITAL ALLIANCE, LLC, FOR PROPERTY ABUTTING THE "IRIS, PHASE 1" (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN

FLAGLER COUNTY, FOR LIFT STATION PURPOSES; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2024-33:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM US CAPITAL ALLIANCE, LLC, LOCATED ON PROPERTY ABUTTING THE “IRIS, PHASE 1” (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2024-34:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING HAMMOCK LANE NORTH OVERLOOK OBSERVATION DECK REPLACEMENT 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. 2024-35:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND EXTREME CONCRETE SERVICES, INC. REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **CDBG - South Ridgewood Avenue East Side Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

- I. **Intent to Bid - Stormwater Inline Check Valves**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

- J. **Continuing Contracts for Professional, Architectural, and Engineering Services**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

7. **RESOLUTIONS**

- A. **RESOLUTION NO. 2024-36:** 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 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) 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

8. DISCUSSION AND DIRECTION ITEMS

A. Renaming of the MacDonald House to the Stout-MacDonald House

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Neal Ganzel Jr., Coquina Presbyterian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Audience Remarks

Volusia County Council Member Troy Kent, 130 Magnolia Drive, announced the Volusia County Council directed Volusia County staff to bring back a resolution regarding off-beach and on beach parking fees for non-Volusia County residents and to impose no fees to Volusia County residents. He discussed the proposed fees and the county’s excitement. He requested the City Commission look into parking fees at the Andy Romano Beachfront Park.

Ms. Patty Corr, Chief Operating Officer with the Volusia County School District, explained the former Osceola Elementary School (Osceola) campus was utilized as Tomoka Elementary School (Tomoka) while the Tomoka school was being rebuilt. She reported Tomoka was on schedule to reopen during the summer of 2024. She stated the Volusia County School Board approved the transfer of the Riverview Learning Center (Riverview) from 2 campuses in Daytona Beach to the Osceola campus.

Ms. Lois Spiess, 209 Osceola Avenue, expressed concerns regarding the relocation of Riverview and requested the City Commission encourage a community meeting.

Ms. Lindsey Wolf, 156 Luck Drive, voiced concerns regarding the relocation of Riverview related to crimes, lack of community meeting, property values, and taxes.

Ms. Kimberly Campbell, 251 South Halifax Drive, stated the surrounding residents would benefit from a community meeting regarding the school transfer to help with the residents better understanding.

Ms. Linda Gardner, 135 Seton Trail, expressed concerns regarding traffic and neighborhood safety related to the school transfer.

Ms. Josephine Levenstein, 185 Oleeta Street, voiced concerns regarding the Osceola building, community safety, and lack of community input.

Commissioner Sargent paraphrased an email he received from Ms. Denise Demico, Seton Trail, expressing concerns regarding the school board’s decision, neighborhood safety, and property values.

Mayor Partington thanked the residents for voicing their concerns and encouraged them to reach out to Volusia County School Board and provided background on the Osceola campus. He explained the concerns would be relayed to the Volusia County School

Board (School Board), noting Volusia County School Board Member Carl Persis was in attendance of the meeting.

Commissioner Briley requested the City Commission encourage the School Board to host a community meeting.

Commissioner Tolland inquired if the Commission could send a letter on the Commissions concerns regarding the school transfer.

Commissioner Sargent discussed the history with the Osceola campus and expressed concerns regarding taxes, School Resource Officer (SRO) funding, lack of community meetings, and general neighborhood safety concerns. He agreed with Commissioner Tolland noting a letter should be sent to the School Board.

Commissioner Sargent moved, seconded by Commissioner Tolland, to direct staff to write a letter on behalf of Mayor Partington encouraging the Volusia County School Board to reconsider their decision on the Osceola school property and to host a community meeting on the topic.

The motion passed by voice vote.

Ms. Caroline Meyers, Executive Director of the Ormond Beach Housing Authority (OBHA), requested assistance for 5 Ramsey Terrace and the stormwater drainage issues around the property. She provided photographs to the Commission.

Ms. Joyce Shanahan, City Manager, stated staff would reach out to Ms. Meyers to further discuss the stormwater drainage issues.

Reverend Willie Branch, 100 New Britain Avenue, stated he was there on behalf of the OBHA and provided an update on the board and upcoming projects.

Mr. Stan Driscoll, 10 Sandalwood Lane, expressed concerns regarding the Ormond Beach code enforcement reactive approach and requested a policy change to make the code enforcement division proactive.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes from the February 20, 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 Sargent moved, seconded by Commissioner Persis, for approval of the February 20, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #6 – Consent Agenda

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

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

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

Comments on the Consent Agenda

Commissioner Sargent expressed his support of Item 6A regarding the Request for Proposal (RFP) Award for the Website and Streaming and Recording System, noting it was a campaign promise of his to help promote transparency.

Commissioner Persis thanked Commissioner Sargent for his work input and campaign promises for Item 6A and voiced her support for Item 6C regarding the Assistance to Firefighters Grant Application.

Item #7 – Resolutions

Item #7A – Lien Approval for Demolition, 29 Rockefeller Drive

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-36
A RESOLUTION 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 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-36 as read by title only.

Commissioner Sargent inquired if the homeowner had insurance on the property that would cover the costs; whereby, Mr. Steven Spraker, Planning Director, explained he was unaware if the homeowner had insurance or if the demolition was covered. He asked if the lien would accrue any interest; whereby, Mr. Randy Hayes, City Attorney, indicated it would.

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

Item #8 – Discussion and Direction Items

Item #8A – Renaming of the MacDonald House to the Stout-MacDonald House

Mr. Spraker reviewed the timeline of the request to rename the MacDonald House to the Stout-MacDonald House; noting the reports and boards involved in the request. He discussed the process if approved.

Dr. Philip Shapiro, 140 Old Mill Run, stated he was the chairman of the Historic Landmark Preservation Board (HLPB) and reviewed history of the property and the board’s recommendation on the item.

Ms. Suzanne Heddy, 300 South Orchard Street, complimented staff on their comprehensive background on the item. She stated the request from the HLPB was to revise the name on the Historic Landmarks list and signage would not need to be changed. She discussed the historic importance of the name change.

Commissioner Persis supported the name change.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of renaming the MacDonald House to the Stout-MacDonald House.

Commissioner Briley thanked Dr. Shapiro and Ms. Heddy for their assistance with the item and disclosed he spoke with Mr. Thomas MacDonald who supported the name change.

Commissioner Tolland expressed her support of the item.

Commissioner Briley clarified the signage would not need to change but the name would be updated on the Historic Landmark list; whereby, Ms. Heddy agreed.

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

Carried.

Commissioner Persis
Mayor Partington

Yes
Yes

Item #9 – Reports, Suggestions, Requests

Appreciation, Events and Announcements

Ms. Shanahan reviewed upcoming City Commission meetings and workshops. She discussed updates within the city including grant partnerships, utility bills QR codes for code enforcement, the city's new Citizen's Academy, and the new Mayor's wall within the City Commission Chambers. She reviewed upcoming Leisure Services events.

Commissioner Sargent inquired if the Citizens Academy sessions would be recorded; whereby, Ms. Shanahan stated the program would be a rotating event to allow more residents to join in the future, noting it would not be recorded.

Commissioner Persis, Commissioner Briley, Commissioner Tolland, and Mayor Partington reviewed events they attended.

Commissioner Briley thanked staff for their work on the Mayor's wall and Citizen's Academy. He thanked Leisure Services Director Robert Carolin and Assistant Leisure Services Director Stefan Sibley for their tour of the Ormond Beach parks and requested social media posts for public education on what the parks offer, highlighting equipment for children with limitations.

Commissioner Tolland expressed support of the on and off-beach parking fees for non-Volusia County residents and encouraged staff to look into.

Commissioner Sargent thanked staff for their work cleaning up the homeless camps and discussed the process encouraging residents to report any camps they see.

Mayor Partington discussed the Homeless Compassionate Anti-Camping ordinance workshop, Florida Legislature and resident impact.

Volusia County School Board

Commissioner Persis and Commissioner Sargent thanked the residents for voicing their concerns regarding the School Board's decision.

Commissioner Sargent requested when the renewal of the SRO at Ormond Beach Middle School came back before the Commission, the Commission consider not renewing.

Mayor Partington expressed support of School Board Member Persis and thanked him for listening to the citizens concerns.

Code Enforcement

Commissioner Persis expressed concerns regarding the reactive code enforcement policy and inquired if there could be a workshop to further discuss; whereby, Commissioner Tolland supported a workshop or discussion.

Commissioner Sargent noted there was a lot that would need to be considered before changing the policy including staffing, budget, and ordinance changes. He supported a workshop; whereby, Mayor Partington was supportive of a workshop and asked when one could happen.

Ms. Shanahan stated staff could include it in the June 4, 2024, budget workshop.

Commissioner Sargent discussed the reporting of code enforcement complaints.

Insurance RFP

Mayor Partington expressed concerns regarding the issuance of the insurance RFP without the vendors meeting with staff prior to the issuance.

Ms. Shanahan noted in the past the RFP went to the Commission before issuance and once issued there would be a public meeting for vendors to meet with staff to ask questions.

Commissioner Tolland noted a meeting before the issuance would be a good practice for all future RFP's.

Ms. Shanahan noted staff would arrange a public pre-issuance meeting for the RFP.

Commissioner Sargent noted he works in insurance and requested Mr. Hayes inform him if he needs to recuse himself at any point during the insurance RFP process.

Updates

Mayor Partington requested an update on the Waste Pro dispute and the public beach access at Seminole Avenue expressing concerns on both; whereby, Ms. Shanahan stated staff was working with the City Attorney's office on the Waste Pro dispute and would provide a report to the Commission once available.

Commissioner Briley inquired what recourse the city had on the public beach access as it was a condition of the Development Order approved by the City Commission; whereby, Mr. Hayes noted it was a Volusia County issue.

Mayor Partington stated he did not believe it was a Volusia County issue as it was within the city and affected the residents. He announced the ruling from the Administrative Law Judge for the Florida Department of Environmental Protection; noting his disappointment of the recommendation to dismiss the case regarding the air permit brought to them by S. R. Perrott. He explained the city would continue to work to protect the city, residents, and environmental health against the Belvedere Fuel Farm.

Item #10 – Adjournment

The meeting was adjourned at 8:28 p.m.

APPROVED: March 19, 2024

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

Planning Board minutes from April 11, 2024

ITEM:

PZ-2024-040

Local Landmark List amendment, Land
Development Code amendment
Stout-MacDonald House

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

Ms. Eaton, Senior Planner, explained the administrative request to amend the Land Development Code (LDC), and amend the name of the historic landmark at 38 East Granada Boulevard from the MacDonald House to the Stout-MacDonald House. She stated that this amendment was based off of a historic structures report from Bender & Associate architects. The name change was advocated for by the Historic Landmark Preservation Board (HLPB) to recognize the original owner. Ms. Eaton continued that there was a discussion item with the City Commission on March 05, 2024 and direction was provided to change the local landmark list name. Ms. Eaton concluded that staff is recommending approval of the Land Development Code (LDC) amendment.

Board Discussion and Questions

Ms. Shull opened it up to the Board for questions.

Mr. Jorczak commented that his next door neighbor's last name is Stout, so he plans to ask him if there is any relation. He added that it was an interesting piece of history that prompted this request.

Board Recommendation

Ms. Shull entertained a motion.

Mr. Galloway motioned to approve PZ 2024-040, Local Landmark List Amendment, Land Development Code Amendment. Mr. Scudiero seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Audience Comments

Ms. Connie Colby, 108 Roble Lane, stated that when Plantation Oaks was first being developed and it was mostly to consist of manufactured homes, part of the property was supposed to be dedicated for a school as well. She recalled the piece of property exchanged for something else within the school district. Ms. Colby asked if they will be doing anything for the number of children that will be going to school in that area. She asked for clarification on the two-part agenda item that Mr. Spraker mentioned was going to be heard at the May 07, 2024 City Commission meeting. Mr. Spraker replied that the Volusia County School Board accepted a site in Daytona Beach as the Plantation Oaks mitigation. A site was dedicated through the Development of Regional Impact (DRI) and they made a choice not to utilize the site. He continued that the City does not regulate schools or tell them where to put their schools. Mr. Spraker elaborated on how the manufactured home communities paid impact fees when they did not have to. They provided the schools additional funds through the impact fees. There is a K-8 school site in Ormond Crossings as well as a Halifax Plantation school parcel of vacant land.

Referencing Ms. Colby's questions about the ISBA, the January 19th Resolution from the County Council was an initiated Resolution with two parts. The City of Ormond Beach will do a responding Resolution that says that the City is only doing a renewal of the term on May 07, 2024. Mr. Spraker stated that the renewal heard tonight will be on the May 21, 2024 City Commission agenda and the second reading will be held on May 06, 2024. He added that they spoke with the Volusia County staff and they know what is coming with the responding Resolution and seem okay with it. Mr. Spraker reiterated that the only thing being done with the ISBA is renewing the terms.

IX. OTHER BUSINESS

A. Review of Zoning Districts

Mr. Jorczak expressed how pleased he is with the amount of work that went into the process for the review. He commented that few people understand what zoning is and suggests that it be broken down by zone, taking segments of each, digging deeper, and give an in-depth look at every aspect of zoning.

Mr. Spraker stated that Ms. Eaton deserves all of the credit in the time it took putting it together. He reiterated that staff is not in a rush. Next month the Board will have two final plats for the public hearing, and that it could be a good opportunity to



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-16

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY AMENDING THE NAME OF THE HISTORIC LANDMARK AT 38 EAST GRANADA BOULEVARD FROM THE "MACDONALD HOUSE" TO THE "STOUT-MACDONALD HOUSE" ON THE HISTORIC LANDMARKS LIST; 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 VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, (31) 38 East Granada Boulevard, the MacDonald House, to amend the name to 38 East Granada Boulevard, the Stout-MacDonald House.

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 ordinance regarding the renaming of a historic structure.

- 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 ordinance regarding the renaming of a historic structure. 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 ordinance regarding the renaming of a historic structure. 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 ordinance regarding the renaming of a historic structure.

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

August 6, 2024 - City Commission

Number: 7.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-17
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Archer's Mill, Phase 2, Final Plat (SECOND READING)		
Summary:	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 and 3124-00-00-0023). The zoning approval for the subdivision occurred with Ordinances 2021-03 and 2022-16, and the preliminary plat was approved with Resolution 2023-117. 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 <u>Planning Board</u> reviewed the proposed final plat at the May 9, 2024, meeting and recommended approval by a 7-0 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 Archer's Mill, Phase 2 final plat for a 68 single-family lot subdivision on 25.53 acres.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-17 Archer's Mill, Ph2- Final Plat (P24-0109G) 2. Exhibit A, Archers Mill, Phase 2 3. 05.09.2024, Archer's Mill, Ph2 Final Plat PB Staff Report (8.5X11) 4. 05.09.2024, Planning Board minutes, AM, Ph.2 Final Plat 5. Ordinance BIE, Archer's Mill, Ph. 2 Final Plat	
Approval:	Kelly McGuire, Finance Director 7/24/2024 Shawn Finley, Assistant City Manager 7/24/2024 Joyce Shanahan, City Manager 7/31/2024	

ORDINANCE NO. 2024-17

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL, PHASE 2” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, 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 July 18, 2023, the City Commission approved Resolution 2023-117 approving a preliminary plat for a 68-lot subdivision known as “Archer’s Mill, Phase 2”, and

WHEREAS, on November 10, 2023, 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 November 27, 2023, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Archer’s Mill, Phase 2” 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 “Archer’s Mill, Phase 2” 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 the 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 “Archer’s Mill, Phase 2” 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 be 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 February 6, 2026.

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

PASSED UPON at the first reading of the City Commission, this 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ARCHER'S MILL PHASE 2

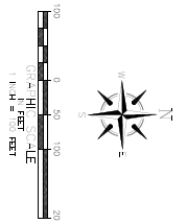
MAP BOOK: --- PAGE: ---

SHEET 2 OF 5

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 59, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 87° 53' 23" E	8.12'
L2	S 27° 17' 46" E	100.17'
L3	S 71° 38' 33" E	50.00'
L4	S 68° 50' 27" E	50.00'
L5	S 79° 28' 07" E	127.80'
L6	S 68° 22' 00" E	133.44'
L7	S 22° 28' 43" W	41.39'
L8	S 22° 17' 49" E	195.00'
L9	N 67° 33' 23" E	116.88'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2703.00'	27° 42' 40"	S 72° 28' 19" W	127.74'
C2	2953.00'	24° 49' 28"	S 61° 58' 36" W	113.91'
C3	2703.00'	103° 44' 50"	S 68° 57' 13" E	50.00'
C4	10565.00'	9° 42' 55"	S 22° 28' 43" E	41.39'
C5	2953.00'	32° 47' 30"	N 67° 33' 23" E	116.88'



JOHNSTON'S
SURVEYING, INC.
9000 Cross Baywalk Parkway
Kissimmee, Florida 34744
Tel: (407) 847-2179 Fax: (407) 847-5140
Lic. #2658

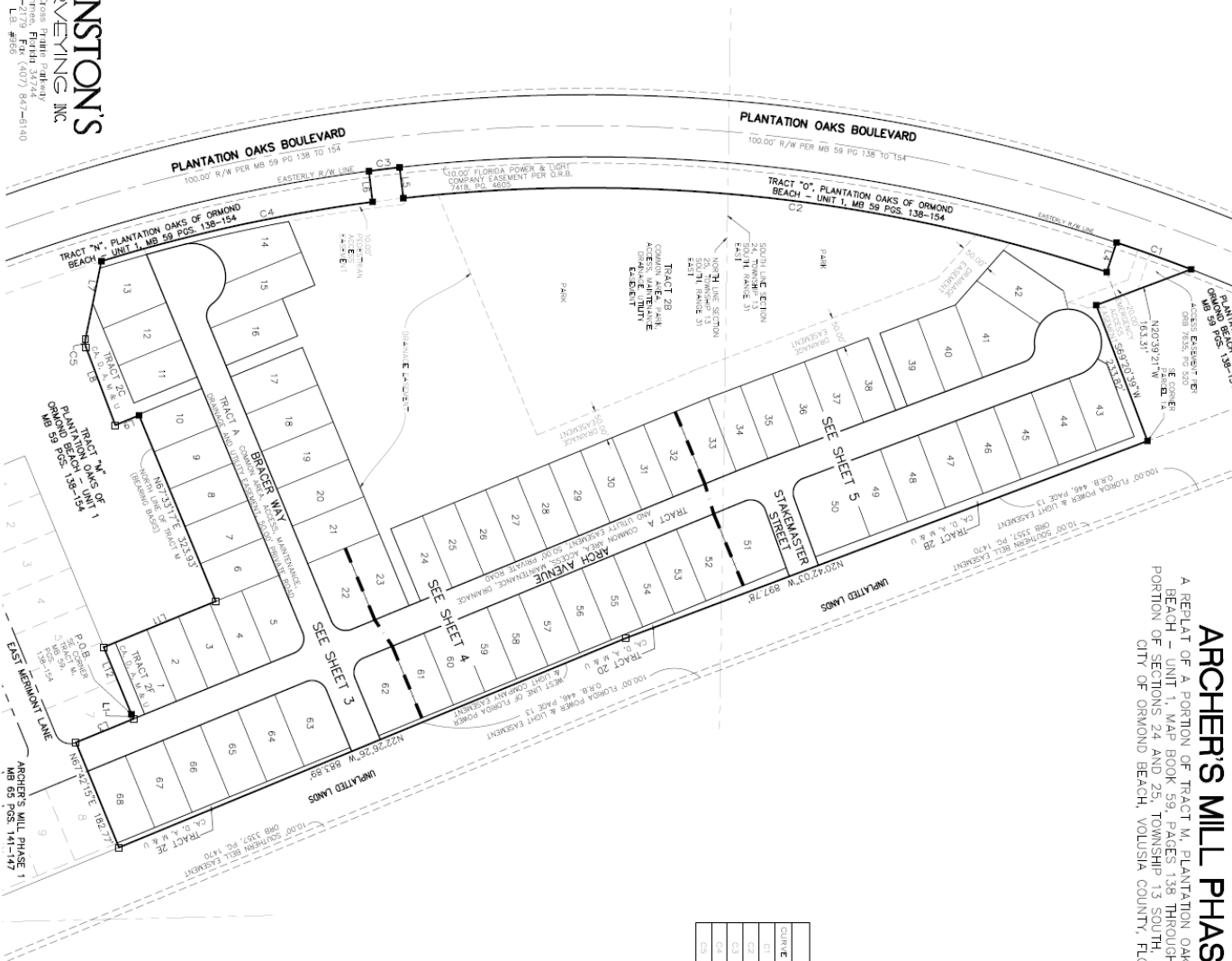


EXHIBIT "A"

Page 3 of 5

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 3 OF 5

0 25 50 100
FOOT
0 10 20 30 40 50
FEET



LINE #	DIRECTION	LENGTH
L1	N67°33'21"E	8.12
L2	N67°33'17"E	1.46

CURVE #	BEARING	DELTA	LENGTH	CHORD	BEARING	CHORD LENGTH
C3	77°02'00"	173°40'	50.00	50.00	77°02'00"	50.00
C4	78°02'00"	97°42'37"	44.77	51.22	77°22'22"	47.21
C5	28.00	32°11'54"	14.00	N67°27'50"E	3.86	
C6	28.00	30°08'00"	39.35	N67°23'05"W	35.46	
C7	28.00	90°29'52"	39.46	S22°22'22"E	35.46	
C8	28.00	144°44'57"	78.32	S13°03'53"E	78.32	
C9	28.00	131°03'57"	62.23	S14°53'53"E	62.23	
C10	28.00	104°22'33"	62.23	S08°58'46"W	102.72	
C11	28.00	74°51'03"	58.86	S7°53'09"E	50.28	
C12	28.00	55°54'43"	50.69	S4°53'19"W	37.46	
C13	28.00	40°38'54"	38.37	N58°17'56"W	37.57	
C14	28.00	34°41'17"	17.33	S12°22'22"E	77.87	
C15	28.00	80°06'18"	39.26	N22°30'18"E	35.34	
C16	28.00	90°13'42"	39.30	S67°27'41"E	35.37	
C17	28.00	112°48'	58.12	S20°44'44"E	50.12	

JOHNSTON'S
SURVEYING, INC.
10000 Highway 19 North
Suite 100
Tampa, FL 33613
Tel (407) 867-2179 Fax (407) 867-6140
E-mail: johnston@johnstonsurveying.com
Web: www.johnstonsurveying.com

EXHIBIT "A"

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ARCHER'S MILL PHASE 2

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MAP BOOK: PAGE:

SHEET 4 OF 5



JOHNSTON'S
SURVEYING, INC.
800 OCEAS DRIVE, PALMYRA, FLORIDA 32177
TEL: (407) 874-7171 FAX: (407) 874-6140
E-MAIL: JLS@JOHNSTONSURV.COM

CURVE #	PIRADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2080.00	244.87°	148.14	S20°59'36"W	139.18
C2	2770.00	193.14°	160.00	S68°07'31"E	160.00
C3	4000.00	143.59°	120.96	S27°10'52"E	120.96
C4	4000.00	139.16°	80.60	S27°48'12"E	80.60
C5	4000.00	124.41°	40.36	S22°06'11"E	40.36
C6	225.00	87°27'02"	39.48	S27°27'27"W	39.48
C7	225.00	89°56'19"	39.24	N2°33'19"E	39.24
C8	225.00	89°56'19"	39.24	N2°33'19"E	39.24
C9	225.00	89°56'19"	39.24	N2°33'19"E	39.24
C10	225.00	89°56'19"	39.24	N2°33'19"E	39.24
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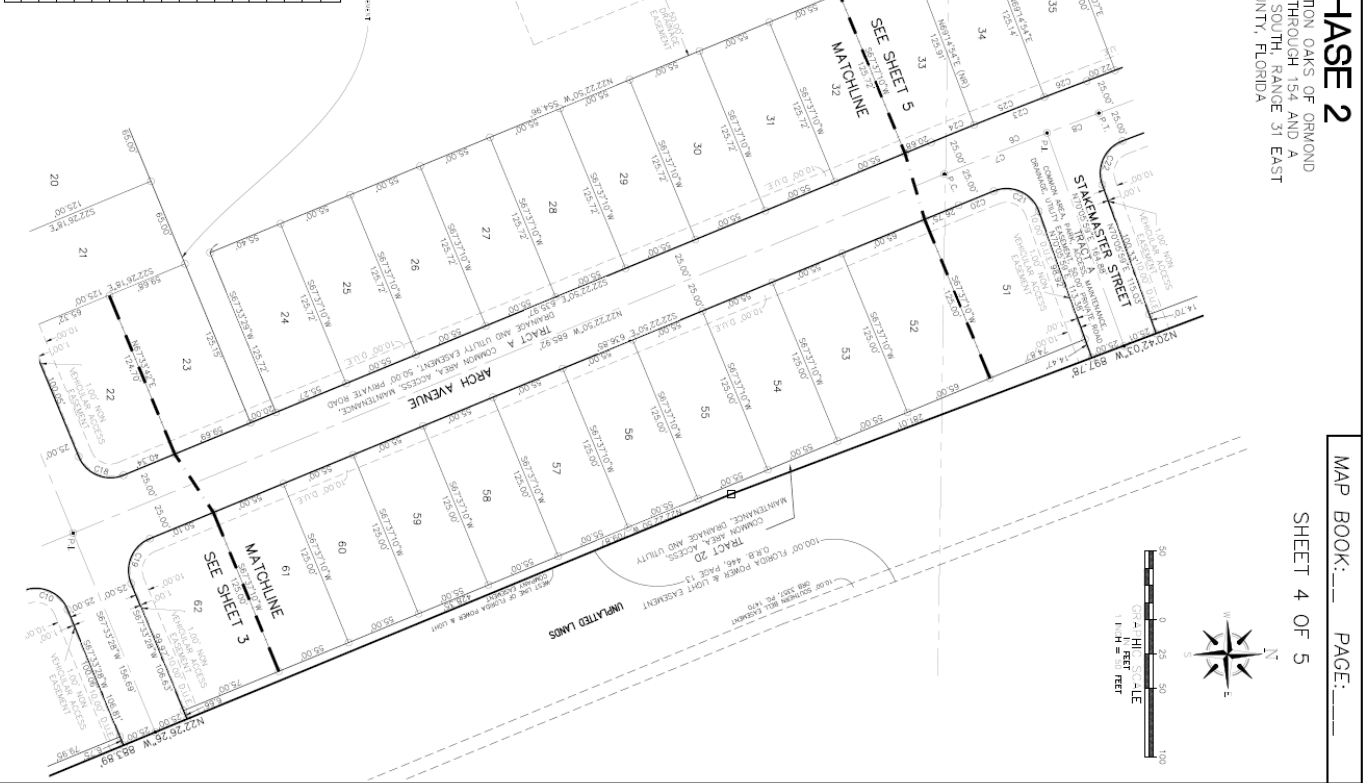


EXHIBIT "A"

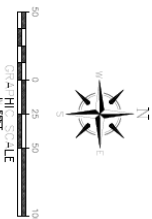
Page 5 of 5

ARCHER'S MILL PHASE 2

A REPEAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25 TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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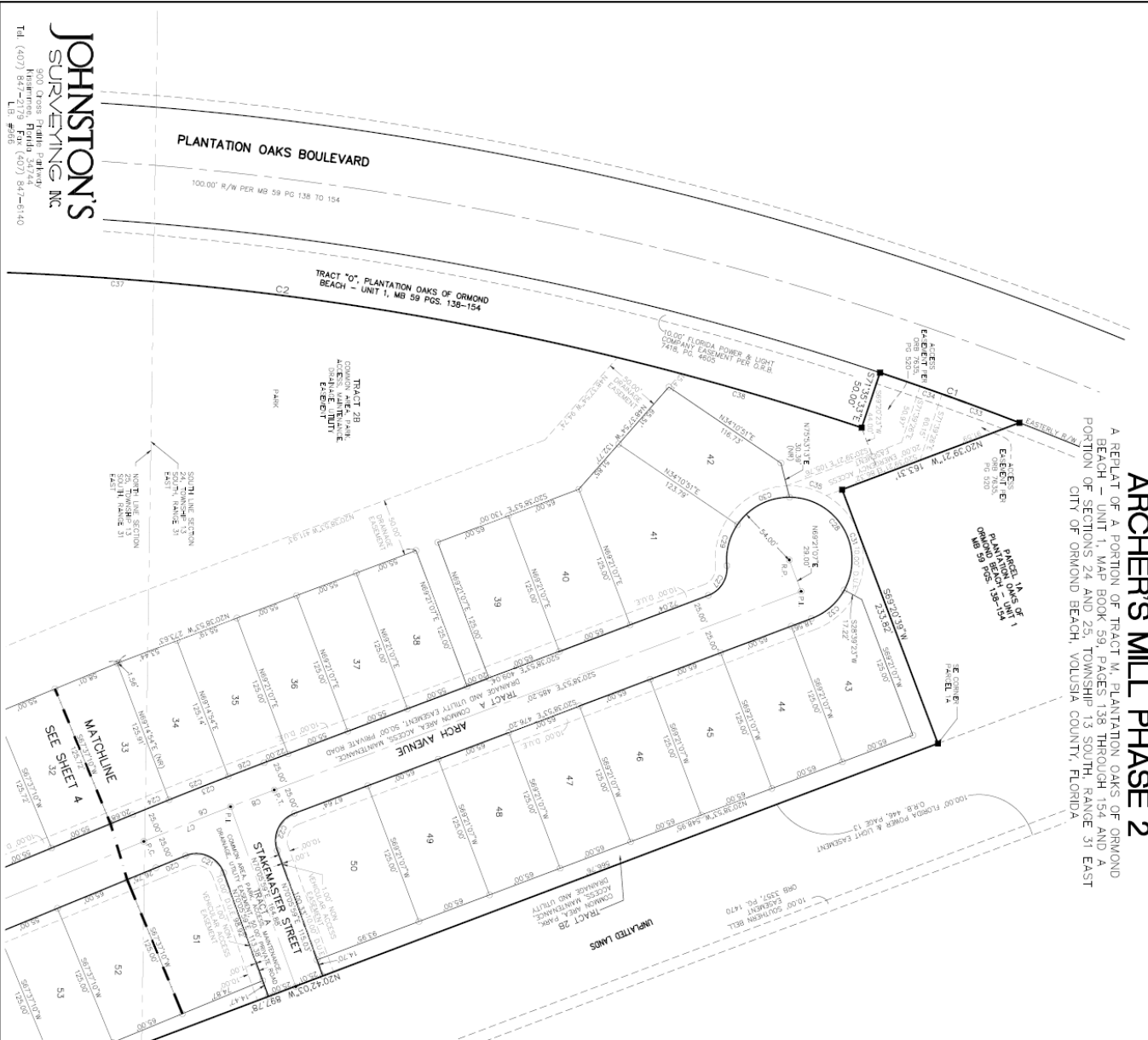
SHEET 5 OF 5



CURVE TABLE

CURVE #	ΔA/LIS	ΔE/LA	ΔE/LH	BEARING	CHORD LENGTH
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14	2700.00	2742.00	124.75	S 89°45'30"W	122.74
15	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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18	2700.00	2742.00	124.75	S 89°45'30"W	122.74
19	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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21	2700.00	2742.00	124.75	S 89°45'30"W	122.74
22	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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29	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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31	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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36	2700.00	2742.00	124.75	S 89°45'30"W	122.74
37	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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39	2700.00	2742.00	124.75	S 89°45'30"W	122.74
40	2700.00	2742.00	124.75	S 89°45'30"W	122.74
41	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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43	2700.00	2742.00	124.75	S 89°45'30"W	122.74
44	2700.00	2742.00	124.75	S 89°45'30"W	122.74
45	2700.00	2742.00	124.75	S 89°45'30"W	122.74
46	2700.00	2742.00	124.75	S 89°45'30"W	122.74
47	2700.00	2742.00	124.75	S 89°45'30"W	122.74
48	2700.00	2742.00	124.75	S 89°45'30"W	122.74
49	2700.00	2742.00	124.75	S 89°45'30"W	122.74
50	2700.00	2742.00	124.75	S 89°45'30"W	122.74
51	2700.00	2742.00	124.75	S 89°45'30"W	122.74
52	2700.00	2742.00	124.75	S 89°45'30"W	122.74
53	2700.00	2742.00	124.75	S 89°45'30"W	122.74
54	2700.00	2742.00	124.75	S 89°45'30"W	122.74
55	2700.00	2742.00	124.75	S 89°45'30"W	122.74
56	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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58	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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74	2700.00	2742.00	124.75	S 89°45'30"W	122.74
75	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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79	2700.00	2742.00	124.75	S 89°45'30"W	122.74
80	2700.00	2742.00	124.75	S 89°45'30"W	122.74
81	2700.00	2742.00	124.75	S 89°45'30"W	122.74
82	2700.00	2742.00	124.75	S 89°45'30"W	122.74
83	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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89	2700.00	2742.00	124.75	S 89°45'30"W	122.74
90	2700.00	2742.00	124.75	S 89°45'30"W	122.74
91	2700.00	2742.00	124.75	S 89°45'30"W	122.74
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97	2700.00	2742.00	124.75	S 89°45'30"W	122.74
98	2700.00	2742.00	124.75	S 89°45'30"W	122.74
99	2700.00	2742.00	124.75	S 89°45'30"W	122.74
100	2700.00	2742.00	124.75	S 89°45'30"W	122.74

JOHNSTON'S
SURVEYING, INC.
900 Cross Florida Parkway
Beverly Hills, Florida 33424
Tel: (407) 847-2779 Fax: (407) 847-8140
Lit #255





PLANNING BOARD STAFF REPORT

Archer's Mill, Phase 2, Final Plat
Project Number: PZ 2024-033

PLANNING BOARD DATE:	May 9, 2024
TENTATIVE CITY COMMISSION DATES:	July 23, 2024 (first reading), August 6, 2024 (second reading)
APPLICANT:	Forestar USA Real Estate Group, Inc.
LOCATION:	313 Bracer Way (Volusia County parcel ids 3125-00-00-0012, 3124-00-00-0023 and 3125-08-00-0006), Phase 3 of the Plantation Oaks Planned Residential Development
REQUEST:	Final plat approval for 68 single-family lots on 25.53 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 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).

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.

August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
Action/Approval date	Description
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 <u>14.35-acre</u> school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, 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" Resolution #2012-24 Amendment.

	Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two</u>
Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	<u>(2) 9-foot-tall brick columns with two (2) signs (1 per column)</u> 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 <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

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. Its condition is that 427 units are allowed to be constructed until additional utility improvements are made.
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 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 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" (LDR)	PRD (Planned Residential Development)
South	Plantation Oaks	"Low Density Residential" (LDR)	PRD (Planned Residential Development)
East	Plantation Oaks	"Low Density Residential" (LDR)	PRD (Planned Residential Development)
West	Plantation Oaks	"Low Density Residential" (LDR)	PRD (Planned Residential Development)

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.

Phase	Unit/Phase	Type	Lots	Status
1	A (Fountain View, Phase 1A)	Single-Family	121	1. <u>Preliminary plat</u>: (Resolution 2021-100). 2. <u>Final plat</u>: (Ordinance 2022-17). 3. Infrastructure construction completed. Single-family houses under construction.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. <u>Preliminary plat</u>: (Resolution 2024-29). 2. <u>Final plat</u>: April 11, 2024 Planning Board. May 21, 2024, & June 4, 2024, City Commission. 3. Infrastructure construction underway.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. <u>Preliminary plat</u>: (Resolution 2024-55).
1	D (Fountain View, Phase 1D)	Single-Family	103	Under application: The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
1	E (Fountain View, Phase 1E)	Single-Family	110	The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
1	F (Fountain View, Phase 1F)	Single-Family	97	The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
3	Phase 1 Archer's Mill	Single-Family	94	1. <u>Preliminary plat</u>: (Resolution 2023-32). 2. <u>Final plat</u>: (Ordinance 2023-50). 3. Infrastructure construction underway.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 2 Archer's Mill	Single-Family	68	1. <u>Preliminary plat</u> : (Resolution 2023-117). 2. Infrastructure construction underway. 3. Planning Board review on May 9, 2024, and City Commission review is scheduled for July 23, 2024, and August 6, 2024.
3	Phase 3 Archer's Mill	Single-Family	59	1. <u>Preliminary plat</u> : (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. <u>Preliminary plat</u> : (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. <u>Preliminary plat</u> : (Resolution 2023-154). 2. Infrastructure construction underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. <u>Preliminary plat</u> : (Resolution 2023-155). 2. Infrastructure construction underway. 3. Planning Board review on May 9, 2024, and City Commission review is scheduled for July 23, 2024, and August 6, 2024.
4	Bradford Lakes	Single-Family	80	1. <u>Preliminary plat</u> : (Resolution 2023-156). 2. Infrastructure construction underway.

Key aspects of the Archer's Mill, Phase 2 subdivision include:

1. The subject property is part of Phase 3 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 50' wide and 100' deep. The plat shows typical lot dimensions of 55' by 125' and 65' by 125'.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots platted with Plantation Oaks, Phase 1.
5. The project abuts the 100-foot Florida Power & Light easement.

6. A park area is shown between Plantation Oaks Boulevard and the lots (lots 24-42).
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the 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, but there is an active Land Development Code amendment that would require 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 2023-117; 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 Homeowners' 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 Archer's Mill, Phase 2, which consists of 68 single-family lots on 25.53 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 2023-117

Attachment 3: Final plat

Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

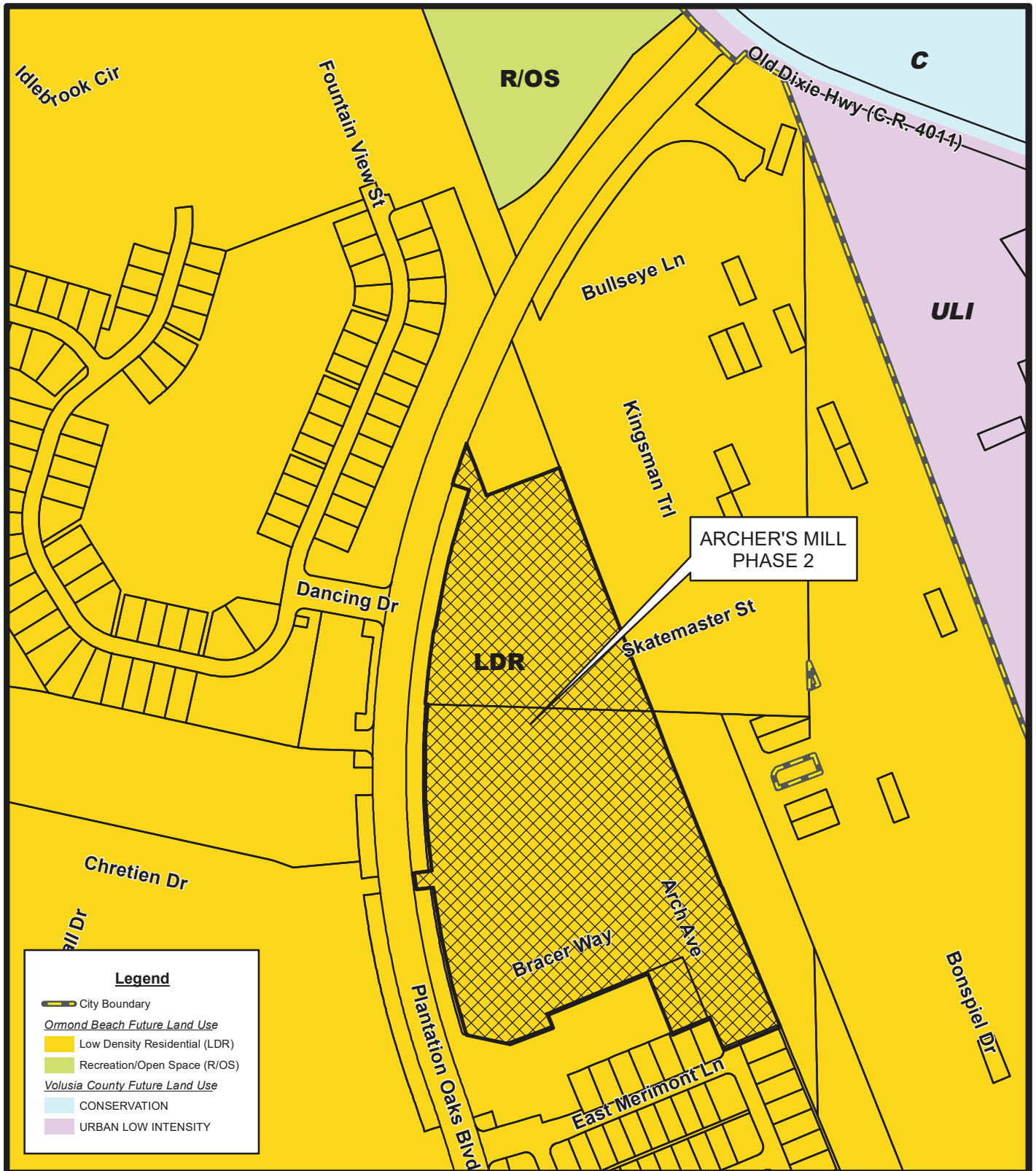
Project Maps



AERIAL MAP ARCHER'S MILL - PHASE 2

Prepared By: The City of Ormond Beach
G.I.S. Department - May 15, 2023

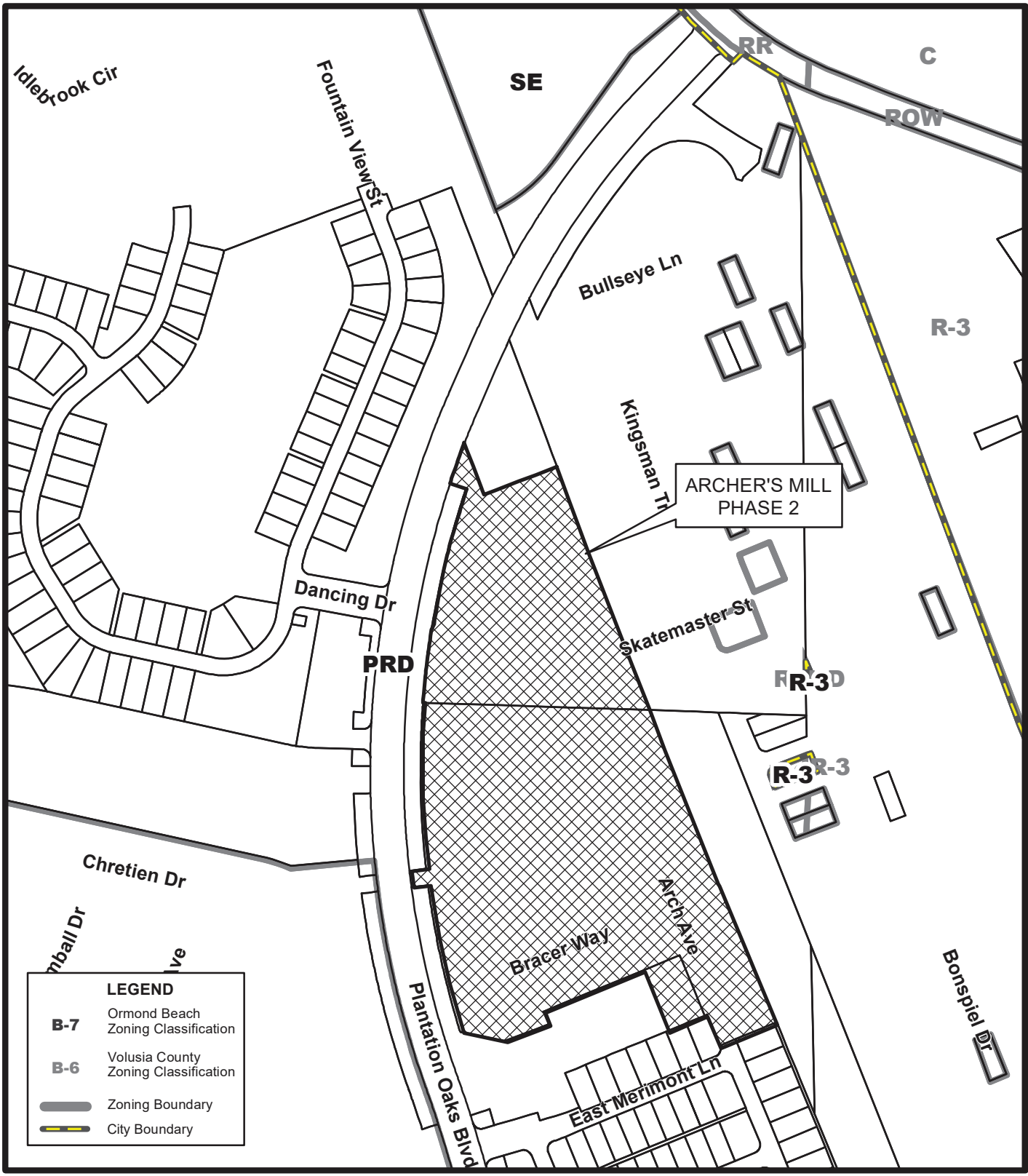




FUTURE LAND USE MAP ARCHER'S MILL - PHASE 2

Prepared By: City of Ormond Beach
G.I.S. Department - April 11, 2024



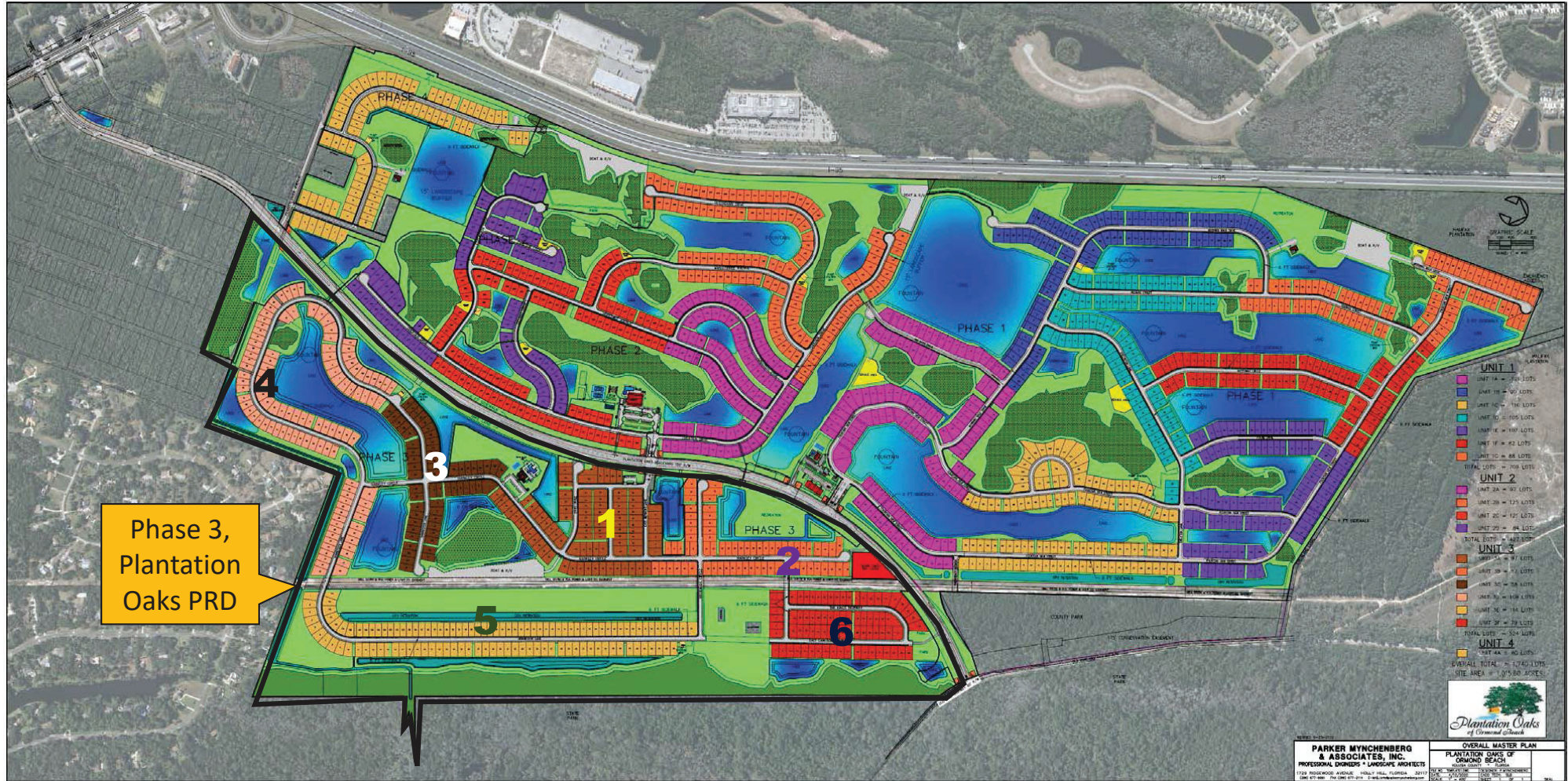


ZONING MAP ARCHER'S MILL - PHASE 2

Prepared By: City of Ormond Beach
G.I.S. Department - April 11, 2024

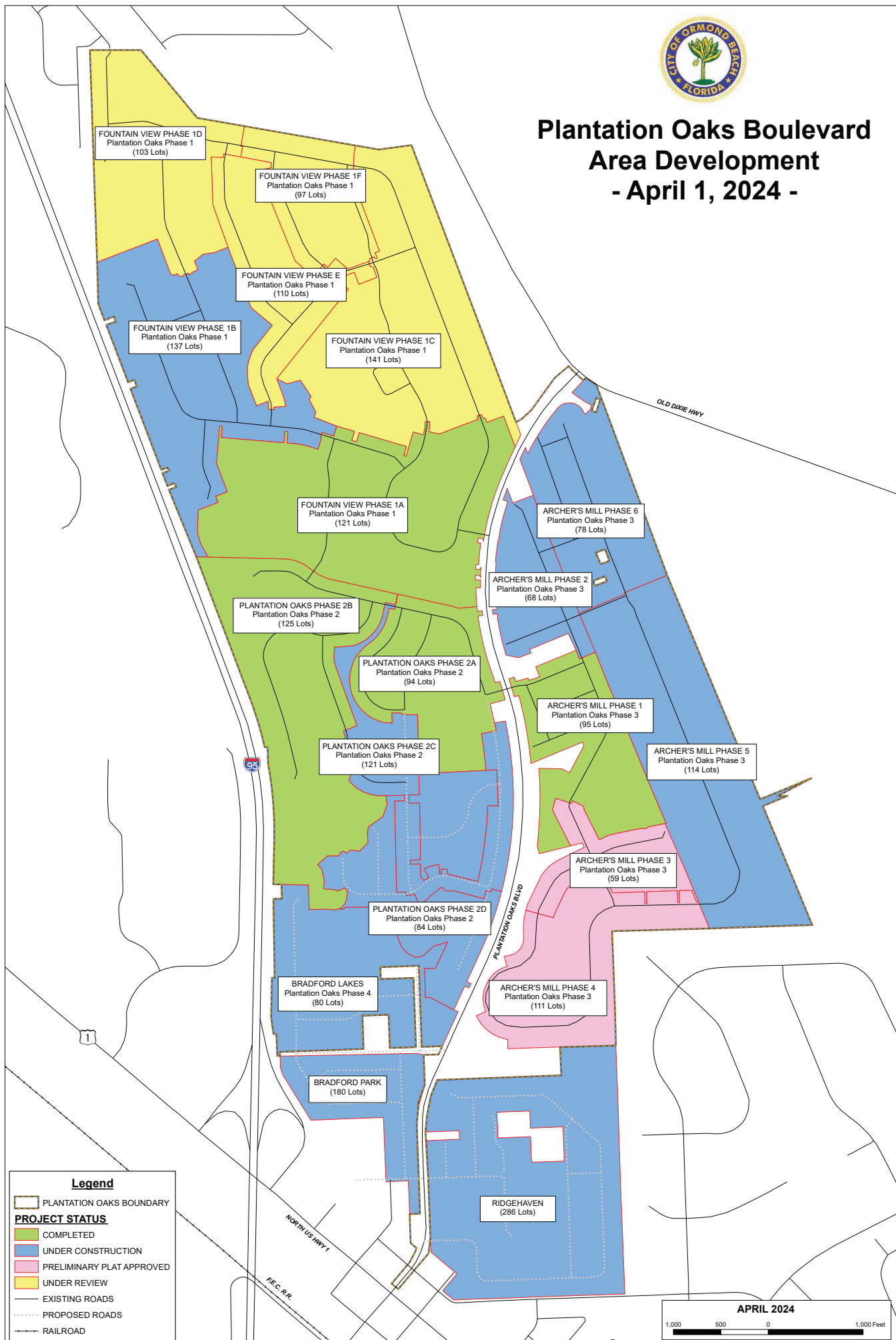


Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing





Plantation Oaks Boulevard Area Development - April 1, 2024 -



ATTACHMENT 2

Preliminary Plat, Resolution
2023-117

RESOLUTION NO. 2023-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 2”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a/ Plantation Oaks of Ormond Beach, LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 2”, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the first amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Archer’s Mill Phase 2” is shown within Phase 3 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 68-lot preliminary plat for “Archer’s Mill Phase 2”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **July 18, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for “Archer’s Mill Phase 2”.

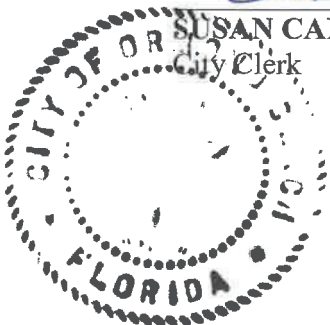
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

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


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



SHEET 1 OF 5

LEGAL DESCRIPTION



-
- NOTES:

NOTES:

- CITY ATTORNEY CERTIFICATE OF APPROVAL:

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

SHEET 1 OF 5

TRACT 2B COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S WILL HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

By: _____

Print Name

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY

I HEREBY CERTIFY THAT THIS IS A TRUE
THAT THE SURVEY WAS MADE UNDER M

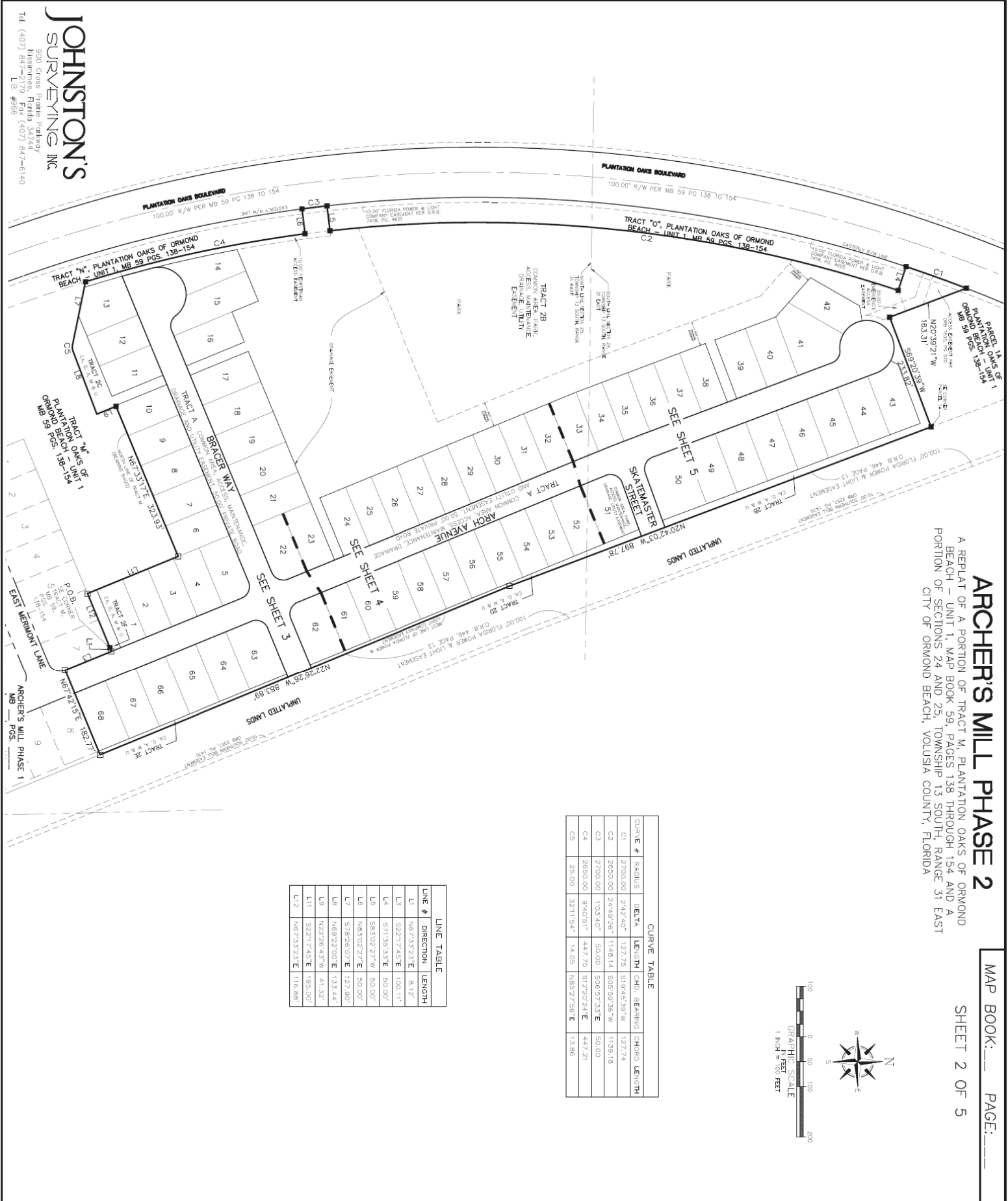
Richard D. Brown, P.S.M.

JOHNSONS

MILL, PHASE 2" 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

ORMOND BEACH APPROVED THE FOREGOING PLAT _____

CITY ENGINEER CERTIFICATE OF APPROVAL



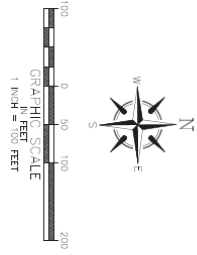
ARCHER'S MILL PHASE 2
A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____

SHEET 2 OF 5

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2700.00	242.40°	S19°45.39'W	127.74
C2	2650.00	24.49/26°	S05°59.26'W	1139.18
C3	2700.00	103.40°	S00°57.33'E	50.00
C4	2650.00	94.09°	S17°20.24'E	44.71
C5	2650.00	32.11/34°	N82°27.50'E	13.86

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°33.23'E	8.12'
L2	S22°17.45'E	100.11'
L3	S22°17.45'E	50.00'
L4	S22°17.45'E	50.00'
L5	S22°17.45'E	50.00'
L6	S22°17.45'E	50.00'
L7	S22°17.45'E	50.00'
L8	S22°17.45'E	50.00'
L9	S22°17.45'E	50.00'
L10	S22°17.45'E	50.00'
L11	S22°17.45'E	50.00'
L12	S22°17.45'E	50.00'



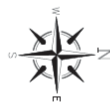
JOHNSTON'S
SURVEYING, INC.
800 Gross Pointe Parkway
Harrisburg, Florida 31717
Tel: (407) 867-1111
Fax: (407) 867-6140

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 3 OF 5



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°33'23"E	81.2'
L2	N67°33'17"E	1.46'

CURVE TABLE

CURVE #	PI	DELTA	LENGTH	CHORD	CHORD LENGTH
C3	2750.00	103°40'	50.00	50.00	50.00
C4	2650.00	103°40'	50.00	50.00	50.00
C5	25.00	32°11'54"	14.00	N85°27'56"E	13.86
C6	25.00	90°09'10"	39.33	N67°22'08"W	35.40
C7	25.00	90°25'52"	39.46	S22°20'25"W	35.49
C8	2640.00	1°41'43"	78.12	S16°26'55"E	78.12
C9	2640.00	1°21'02"	62.23	S14°50'32"E	62.23
C10	54.00	1°56'23'33"	147.40	S63°36'45"W	105.72
C11	54.00	74°35'03"	32.54	S75°09'00"E	30.29
C12	54.00	106°35'58"	100.47	S39°02'58"W	86.59
C13	54.00	49°47'34"	46.93	N62°45'18"W	45.47
C14	2640.00	3°46'17"	173.00	S12°22'33"E	172.97
C15	25.00	89°56'19"	39.24	N22°35'19"E	35.34
C16	25.00	90°33'42"	39.30	S67°24'41"E	35.37
C17	2650.00	117°24'58"	56.12	S05°48'42"E	56.12

JOHNSTON'S
SURVEYING, INC.
900 Dress Route Parkway
Ormond Beach, FL 32130
Tel. (407) 847-2176 Fax (407) 847-6140
L.B. #966

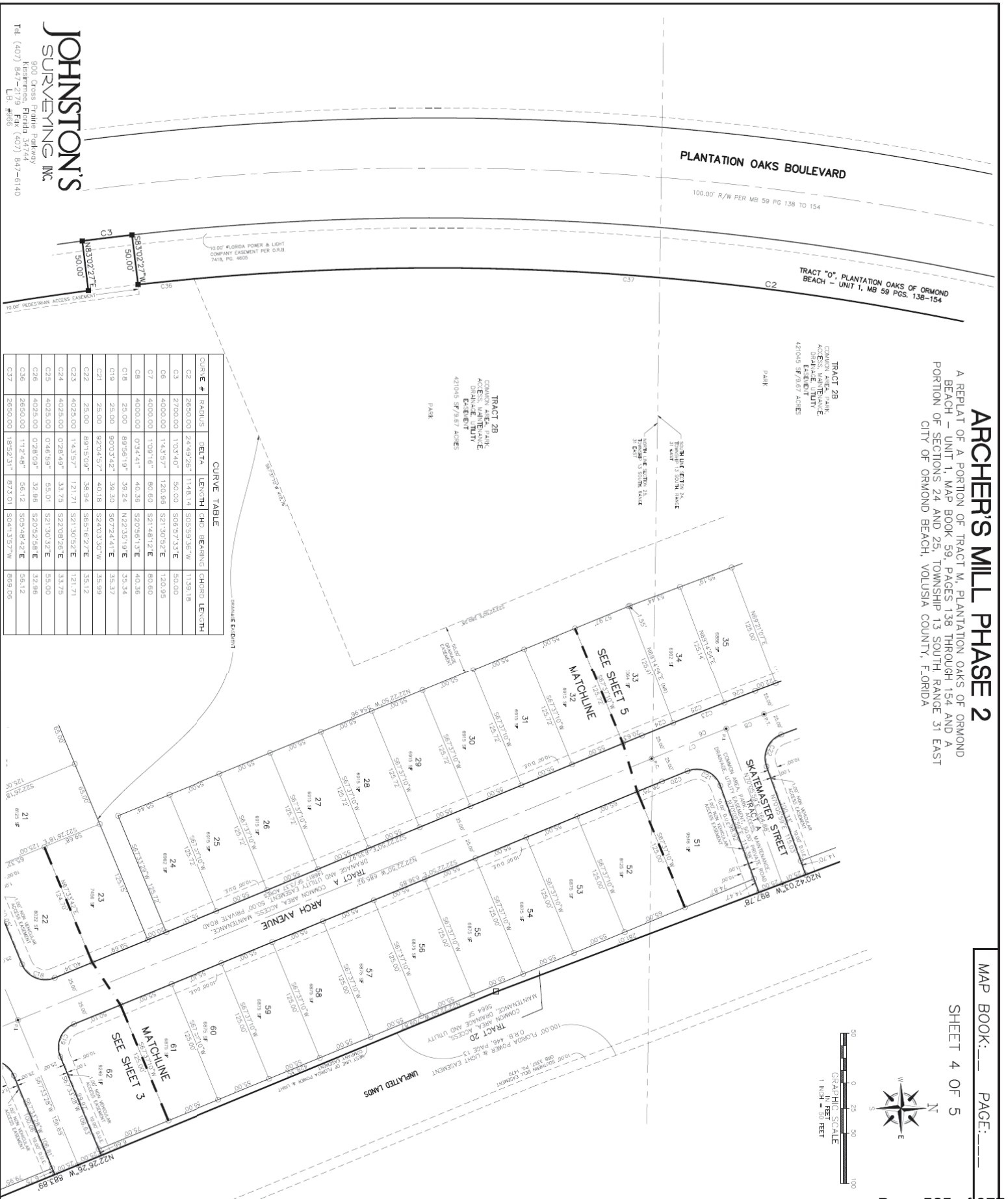


ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

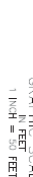
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SHEET 4 OF 5

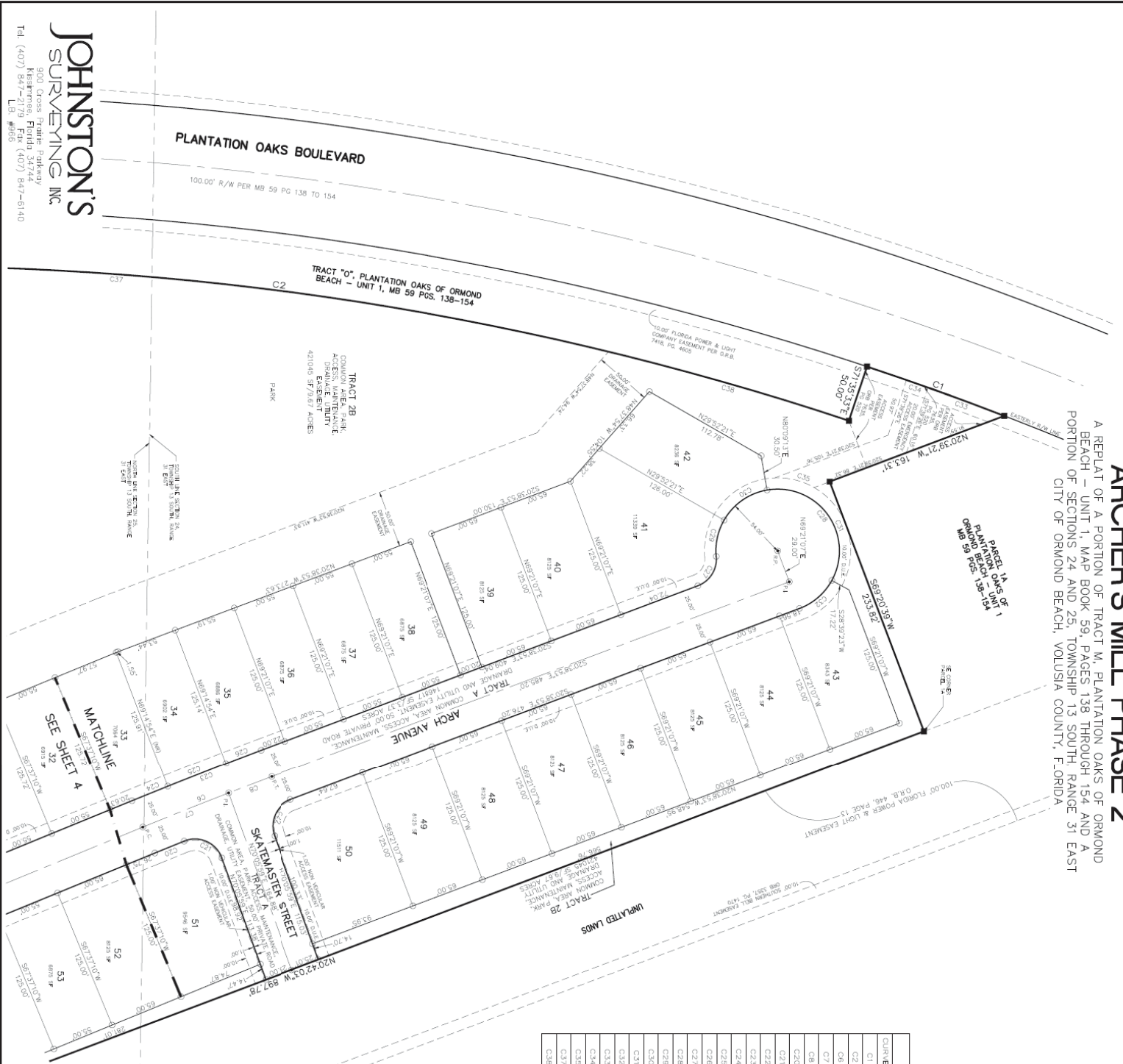


MAP BOOK. PAGE:

Page 586 of 977



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD BEARING	CHORD LENGTH
C1	2700.00	2342.07°	127.75	505.99 S 9° W	127.74
C2	2680.00	2449.28°	148.14	505.99 S 8° W	139.18
C6	4000.00	1433.97°	120.86	S 21° 02' 52" E	120.55
C7	4000.00	1091.61°	80.60	S 21° 48' 12" E	80.60
C8	4000.00	0124.41°	40.36	S 20° 56' 13" E	40.36
C20	3973.00	0723.92°	27.60	S 22° 01' 54" E	27.60
C21	363.00	920.94°	40.18	S 24° 03' 30" W	35.69
C22	28.00	1843.50°	36.94	S 65° 16' 27" E	35.12
C23	4025.00	1637.97°	121.71	S 21° 30' 52" E	121.71
C24	4025.00	0728.48°	33.75	S 22° 08' 28" E	33.75
C25	4025.00	0463.99°	55.61	S 20° 32' 52" E	55.60
C26	4025.00	0208.09°	32.96	S 20° 52' 58" E	32.96
C27	28.00	7345.03°	32.54	N 67° 06' 24" W	30.29
C28	54.00	2453.50°	23.94	S 32° 03' 56" W	85.92
C29	54.00	3306.06°	33.09	S 77° 40' 47" E	32.57
C30	54.00	0610.92°	47.39	S 34° 29' 13" E	45.88
C31	54.00	12830.01°	121.11	S 64° 23' 18" W	97.28
C32	54.00	4021.44°	38.35	N 40° 39' 42" W	37.55
C33	2700.00	1307.41°	71.23	S 20° 21' 38" W	71.23
C34	2700.00	0255.28°	20.00	S 9° 23' 34" W	20.00
C35	54.00	3155.54°	35.67	S 13° 57' 30" W	35.21
C37	2680.00	1852.31°	813.07	S 04° 13' 37" W	669.06
C38	2650.00	444.06°	219.01	S 76° 02' 16" W	218.54



JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

ARCHER'S MILL
PRELIMINARY PLAT & CONSTRUCTION PLANS
PHASE 2
ORMOND BEACH, FLORIDA

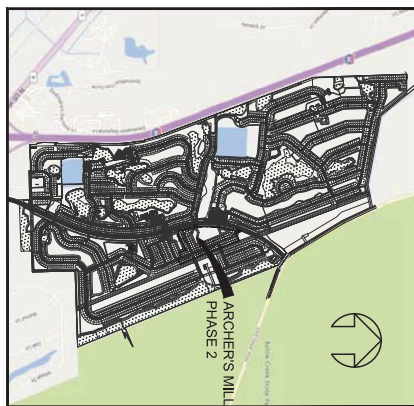
GENERAL NOTES

- [illegible]



FLOOD MAP

FLOODPLAIN PANEL 12127C0201J EFFECTIVE DATE SEPTEMBER 29, 2017



LOCATION MAP

TABLE OF CONTENTS
DESCRIPTION

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
31	BOUNDARY
P-1-P6	PRELIMINARY / FINAL PLAT
3--	TOPOGRAPHIC SURVEY
2	OVERALL PLAN / KEY MAP
3-6	DEMOLITION/EROSION CONTROL PLAN
5-6	CIVIL PLAN
7	OVERALL UTILITY PLAN
8-9	UTILITY PLAN
10-12	PLAN & PROFILE
13-18	PAVING AND DRAINAGE DETAILS
19-20	WATER DISTRIBUTION SYSTEM DETAILS
21-22	SANITARY COLLECTION SYSTEM DETAILS
23-24	REUSE WATER SYSTEM DETAILS
25-26	LANDSCAPE DETAILS
27	IRRIGATION DETAILS



SOILS MAP

Mean years exposed	Mean birth cohort	Access to AOC	Percent of AOC
17	Original panel (0 to 5 percent)	10.7	42.0%
12	Median available with the weights (0 to 2 percent)	9.4	35.3%
12	Fixed the weight to 0.8 percent	14.3	56.7%
Cells for Area of Interest		29.4	100.0%

PROJECT NAME

PHASE 2
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 25.532 ACRES INTO 68 SITES

FAMILY LOTS.

DEVELOPER/OWNER
FORESTAR (USA) REAL ESTATE GROUP

CHRIS TREE, VICE-PRESIDENT
1064 GREENWOOD BLVD., SUITE 200
LAKE MARY, FL. 32746
407-750-7723
christytreed@restor.com

**SUBDIVISION DESIGNER ENGINEER
& LANDSCAPE ARCHITECT**

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#155.
1729 RIDGEWOOD AVENUE

SURVEYOR

JOHNSTON'S SURVEYING INC.
RICHARD D. BROWN, P.S.M. 5700
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
(407) 847-2179 fax (407) 847-6144
rick@jsurveying.com

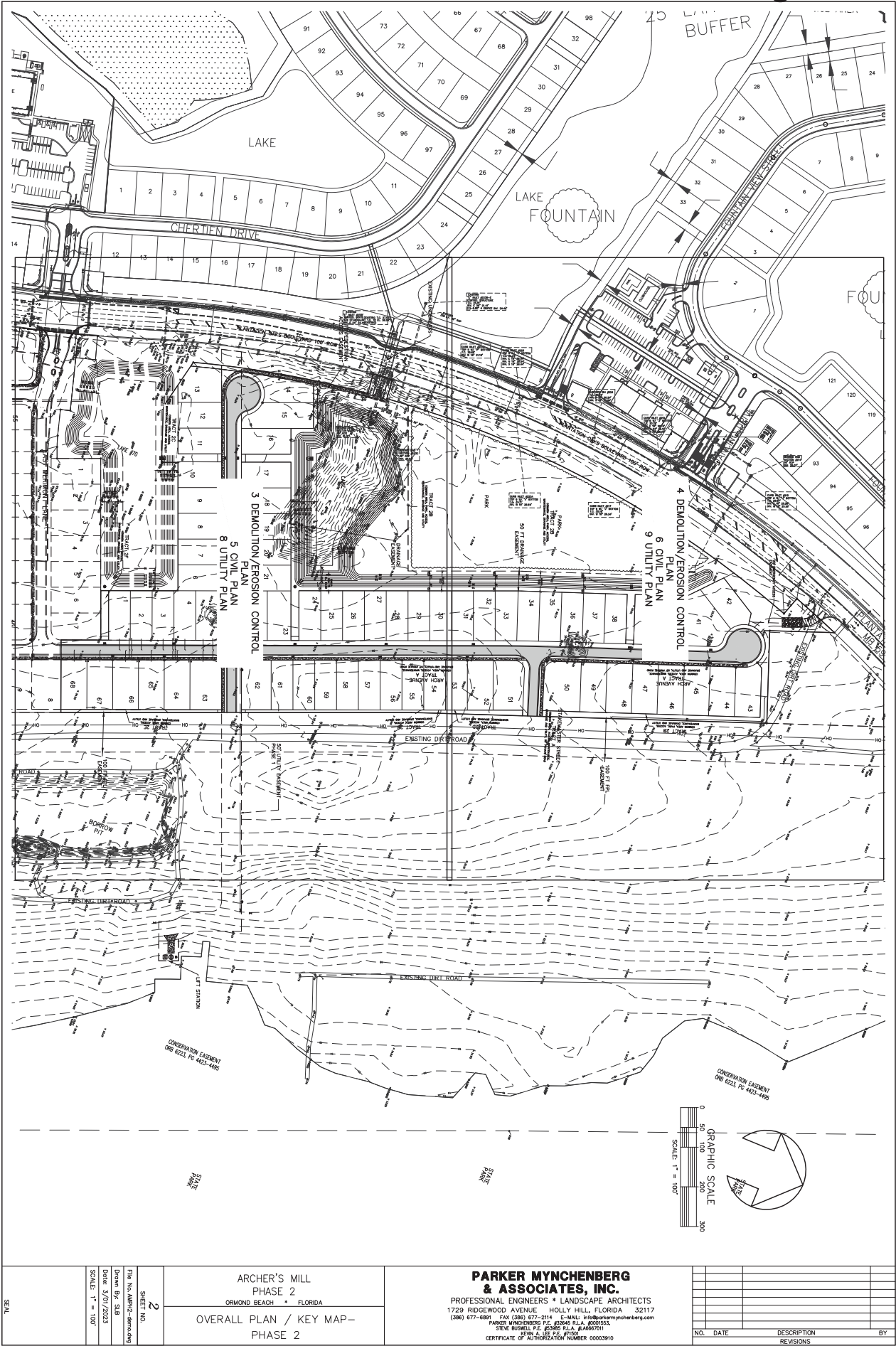
LAND USE TABULATION

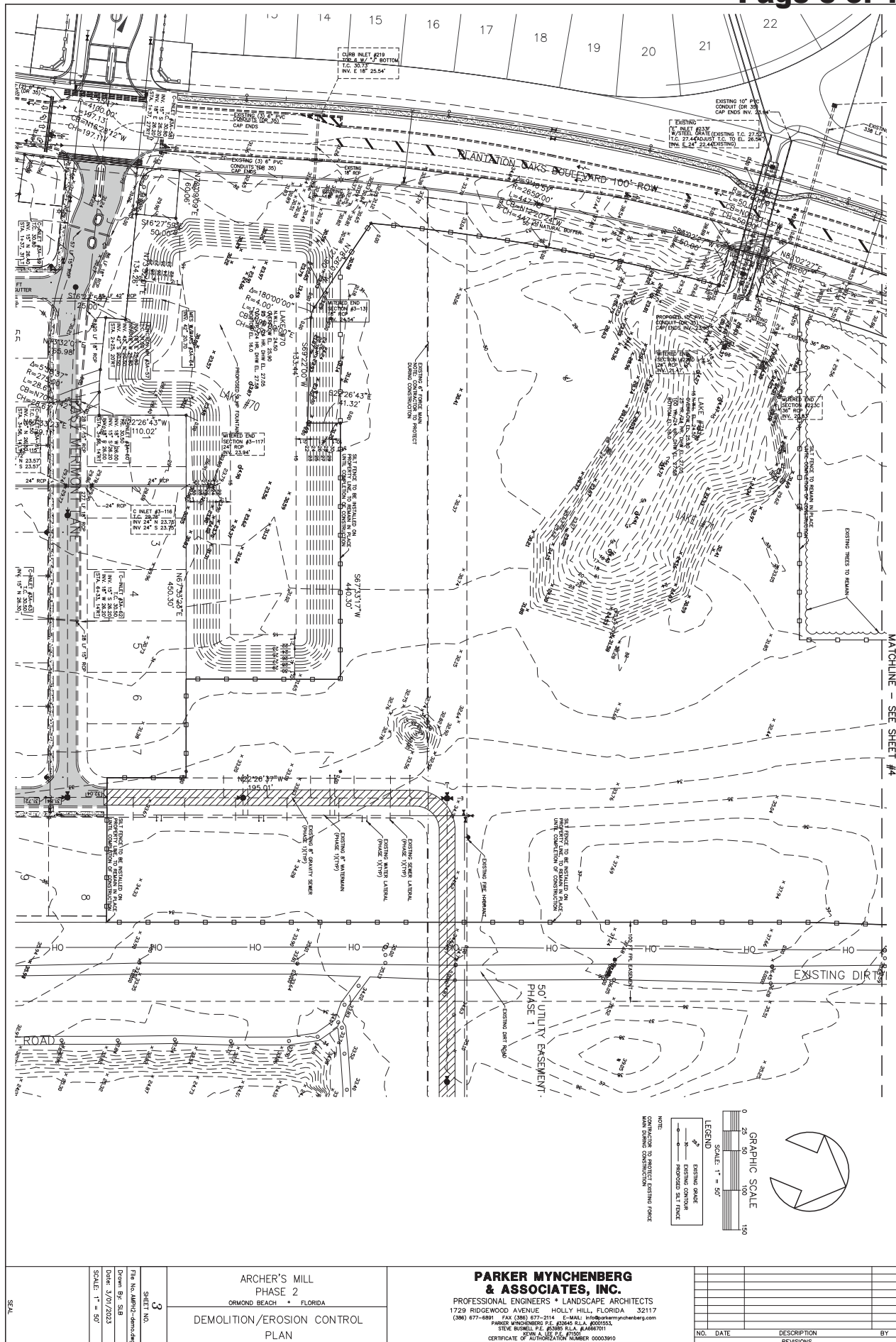
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LOT 1-148							
TRACT A COMMON AREA		ACCESS	MAINTENANCE	PLANNING	AND UTILITY		12/04
50 PRIVATE ROAD	0.33	ADORE					
TRACT B COMMON AREA	0.18	ADORE					
TRACT C COMMON AREA	0.18	ADORE					
TRACT D COMMON AREA	0.18	ADORE					
TRACT E COMMON AREA	0.18	ADORE					
TRACT F COMMON AREA	0.18	ADORE					
TRACT G COMMON AREA	0.18	ADORE					
TRACT H COMMON AREA	0.18	ADORE					
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TRACT J COMMON AREA	0.18	ADORE					
TRACT K COMMON AREA	0.18	ADORE					
TRACT L COMMON AREA	0.18	ADORE					
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TRACT N COMMON AREA	0.18	ADORE					
TRACT O COMMON AREA	0.18	ADORE					
TRACT P COMMON AREA	0.18	ADORE					
TRACT Q COMMON AREA	0.18	ADORE					
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TRACT X COMMON AREA	0.18	ADORE					
TRACT Y COMMON AREA	0.18	ADORE					
TRACT Z COMMON AREA	0.18	ADORE					
TRACT AA COMMON AREA	0.18	ADORE					
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TRACT AC COMMON AREA	0.18	ADORE					
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TRACT AF COMMON AREA	0.18	ADORE					
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TRACT BG COMMON AREA	0.18	ADORE					
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TRACT BM COMMON AREA	0.18	ADORE					

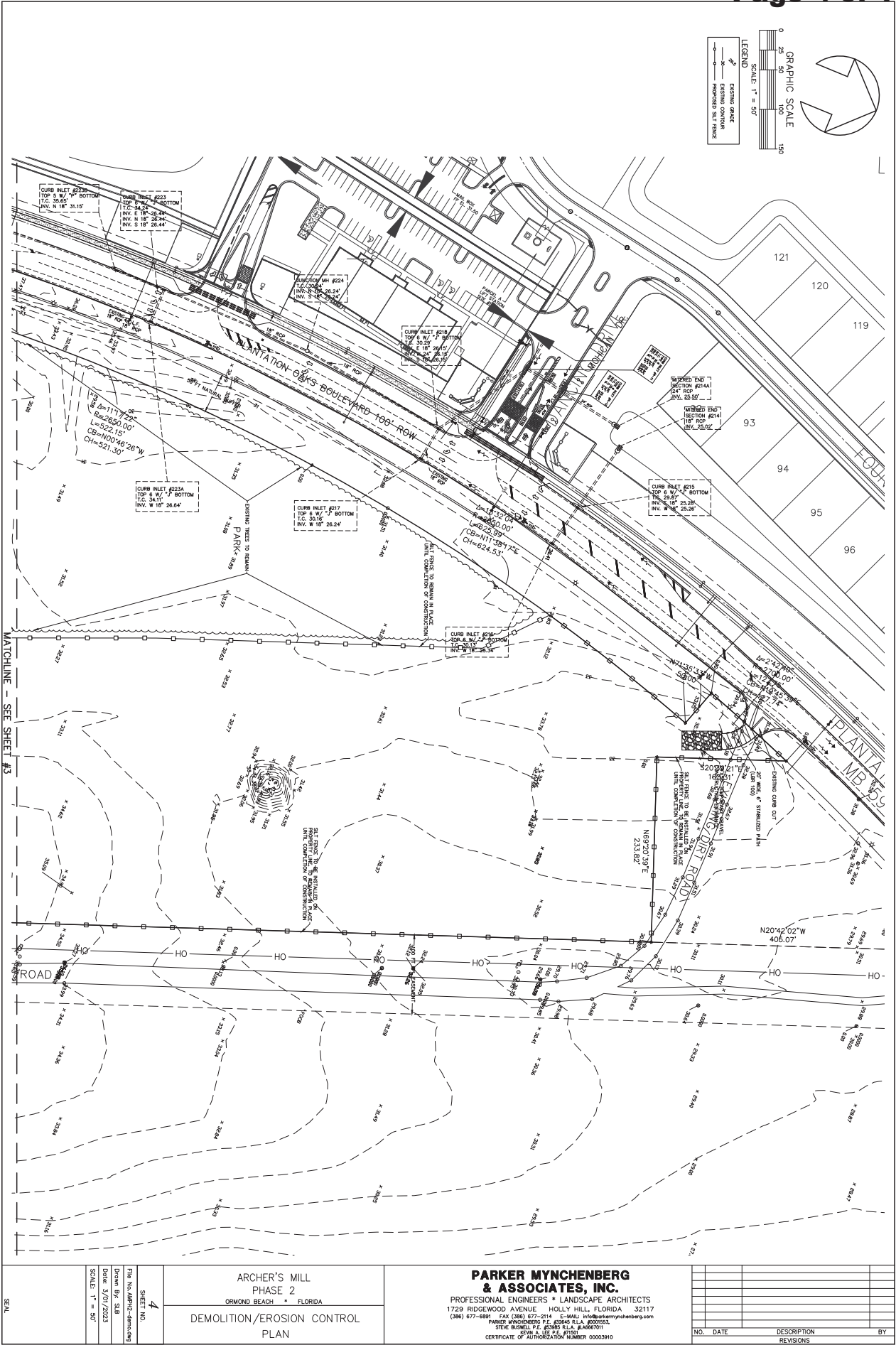
MINIMUM LOT SIZE 50' X 100'	
SETBACKS:	
FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	15 FEET
5 FEET CORNER NO ACCESS.....	15 FEET
WATERPROOF.....	30 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM LOT COVERAGE.....	75%
MINIMUM LOT IMPERVIOUS.....	75%
MINIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING: PUD.....	
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD.....	7.5 FEET
SIDE YARD.....	15 FEET
5 FEET CORNER NO ACCESS.....	15 FEET
REAR YARD.....	20 FEET
FRONT YARD.....	5 FEET

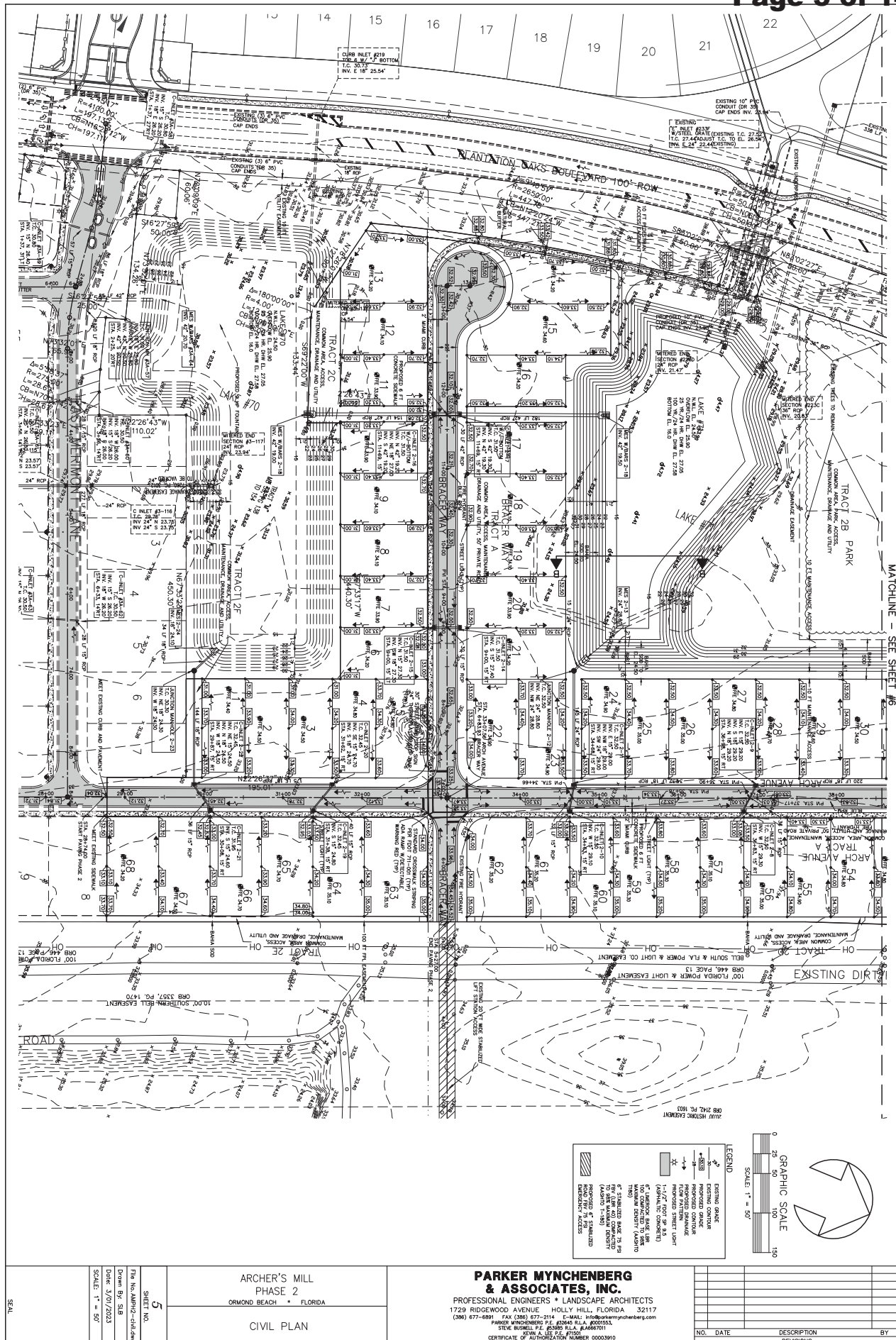
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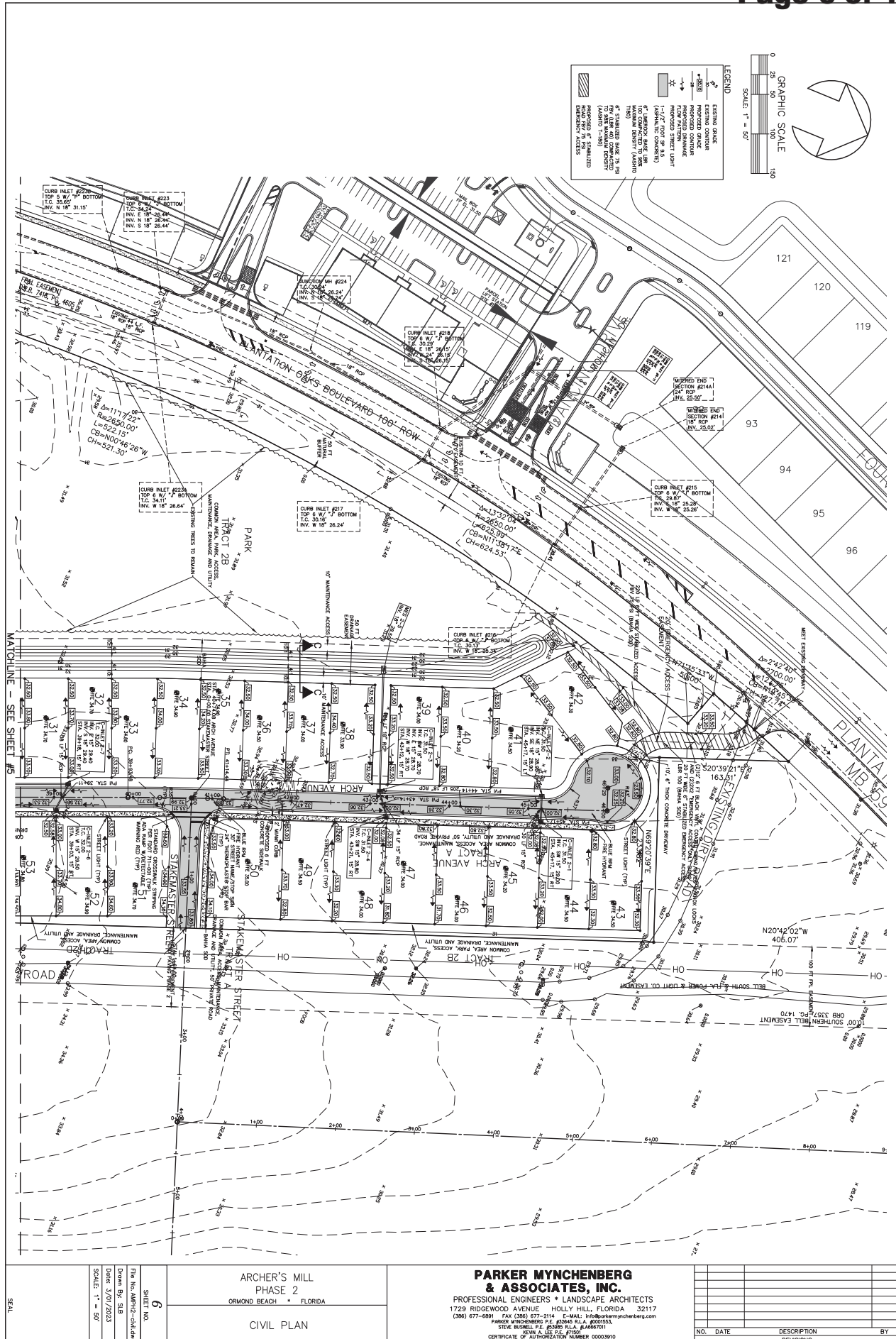
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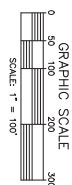
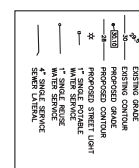








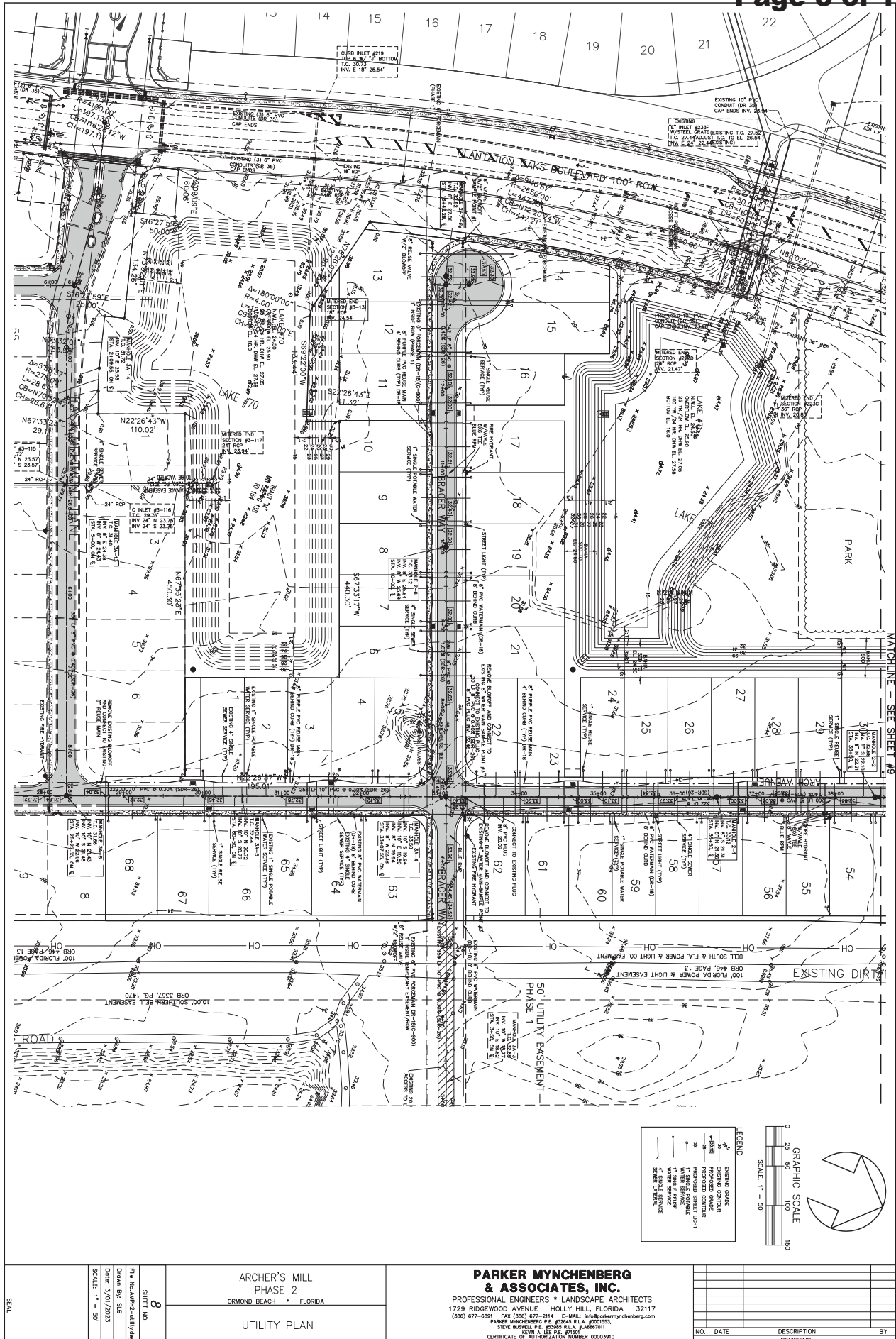


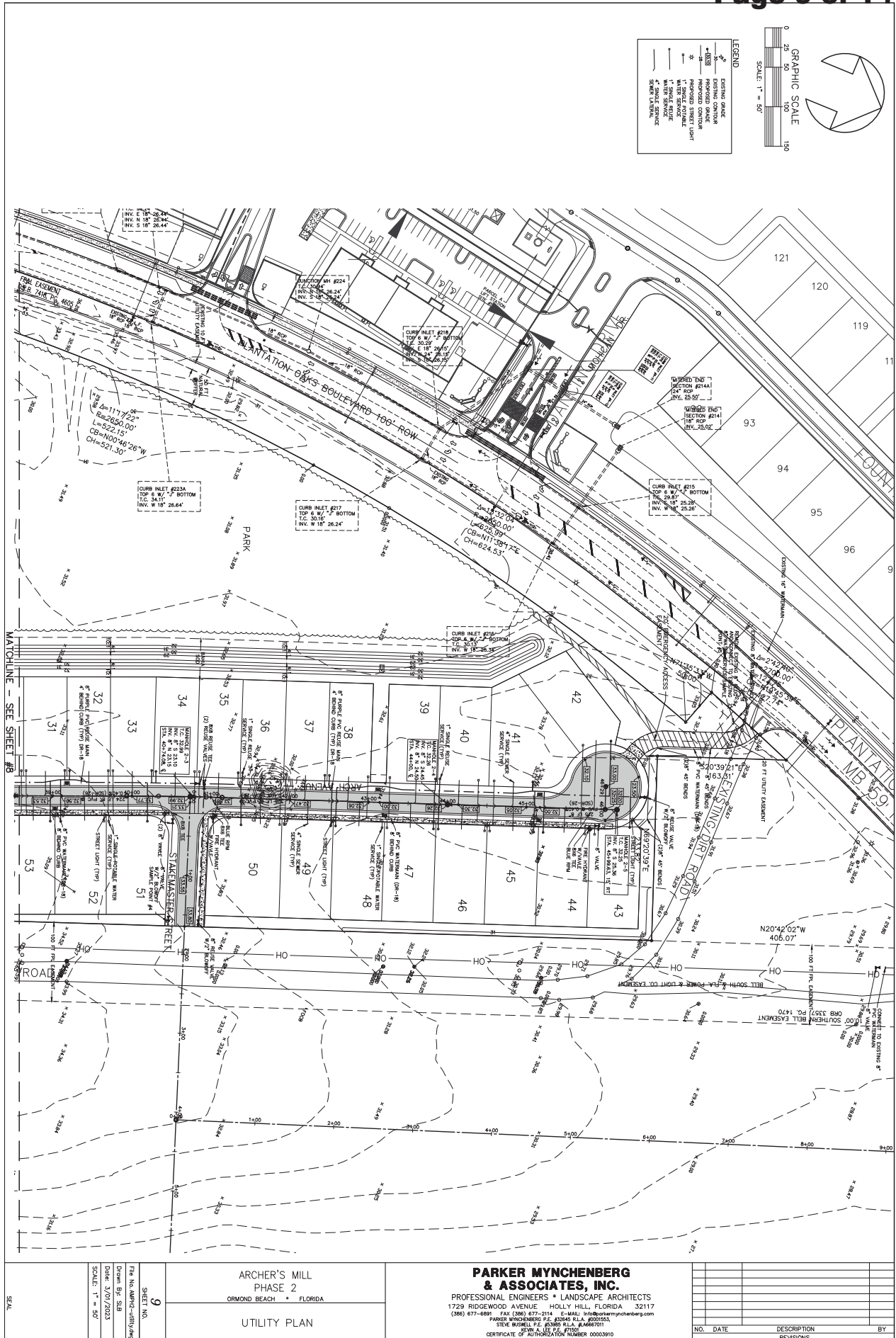


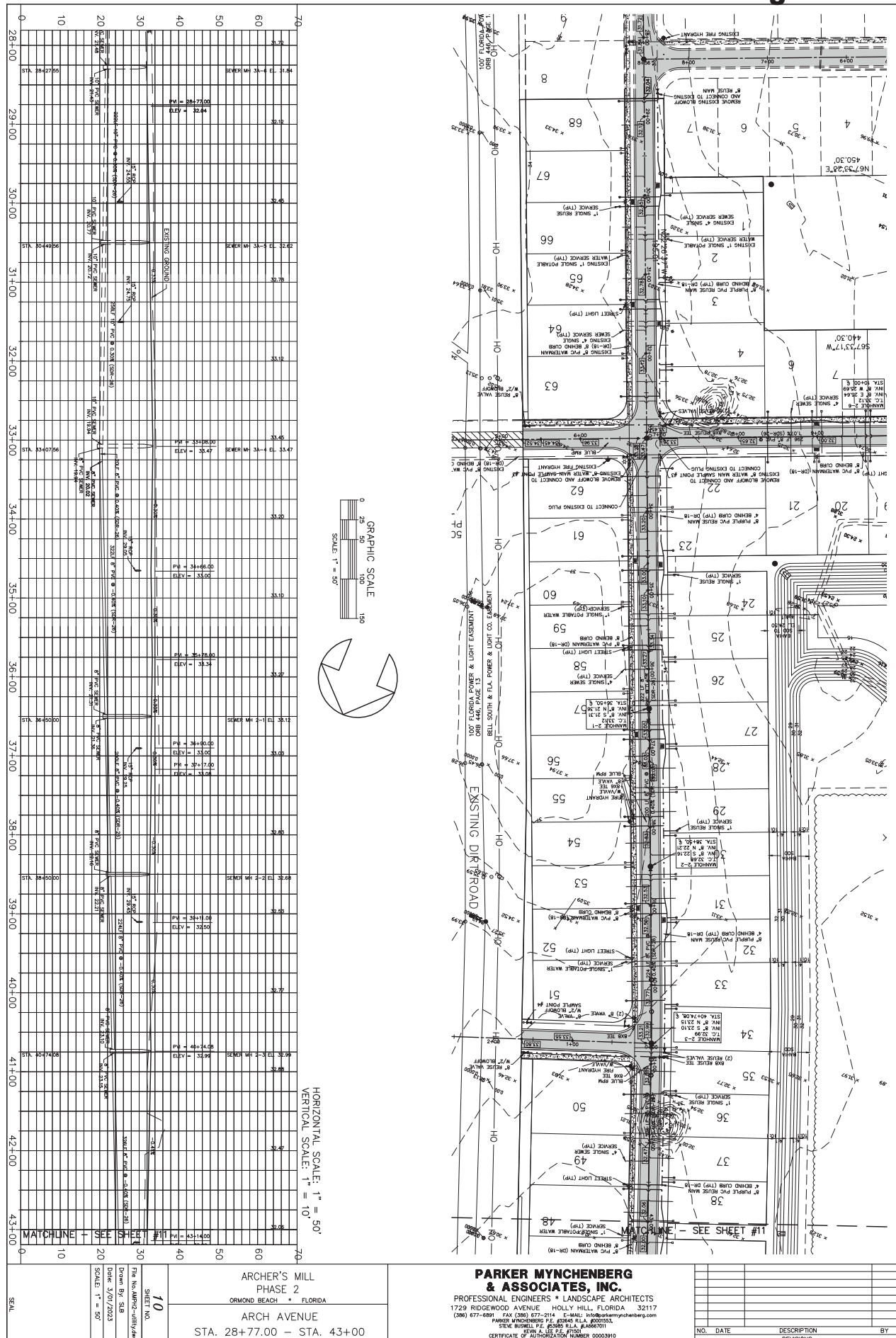
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OVERALL UTILITY PLAN	
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SEAL	

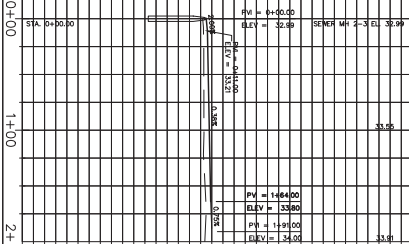
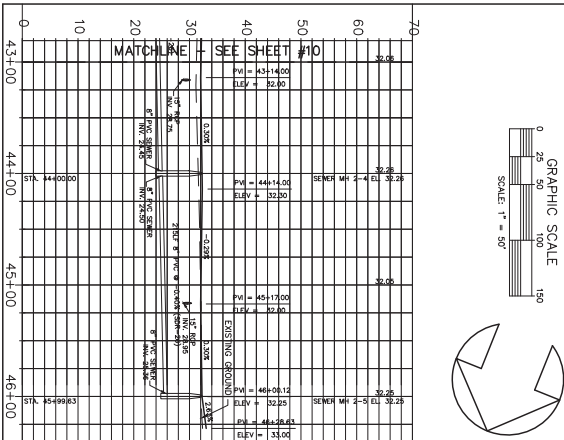
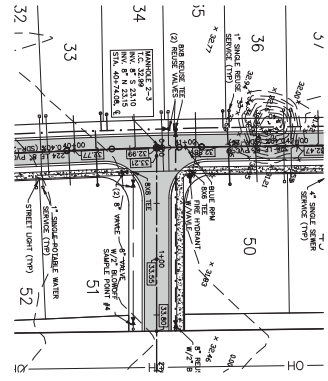
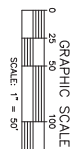
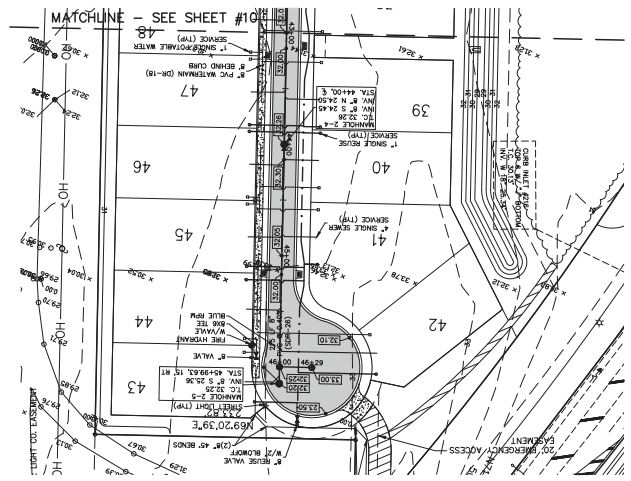
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. 40345 R.L.A. #C0101553
STEVE BUSHNELL P.E. #C3955 R.L.A. #A666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY







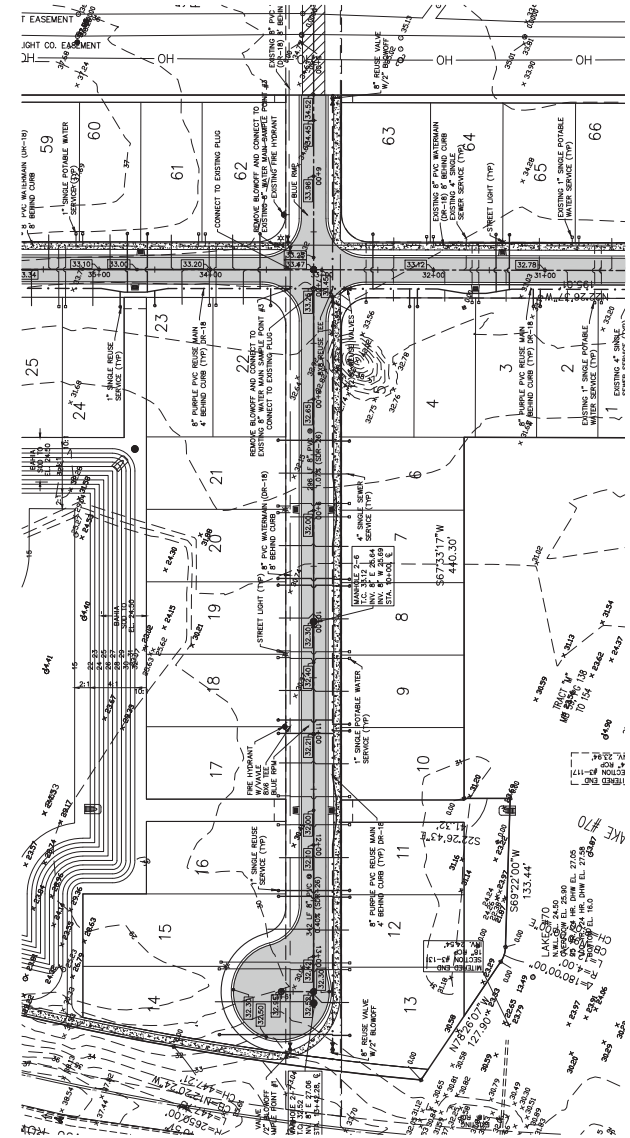
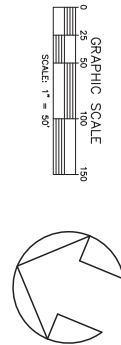
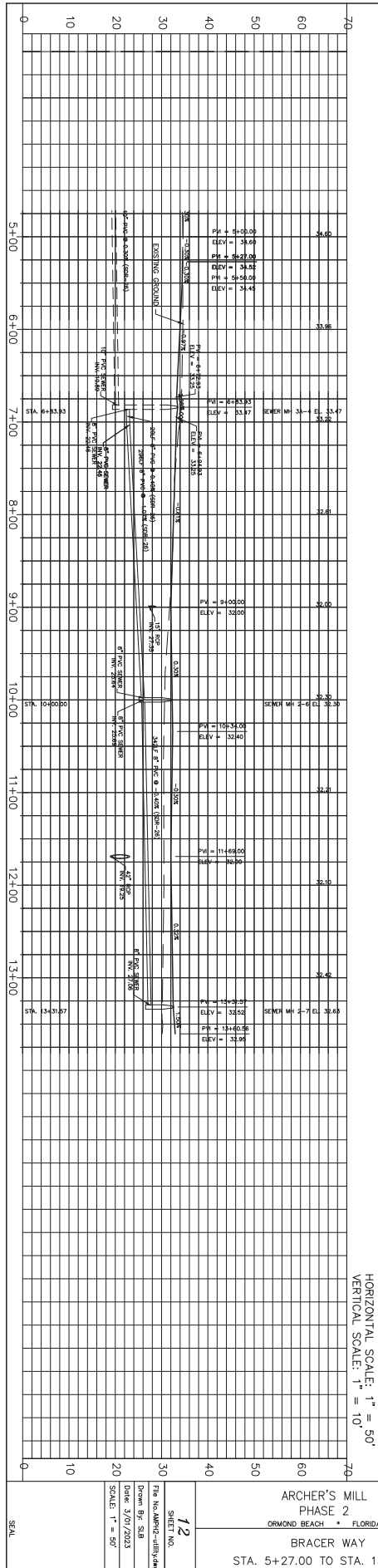


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VERTICAL SCALE: 1" = 10'

SCALE: 1" = 50'	SHEET NO. 11 File No. AM70-2115-99 Drawn By: SAB Date: 3/01/2003	ARCHER'S MILL PHASE 2 ORMOND BEACH * FLORIDA ARCH AVENUE STA. 43+00.00 TO STA. 46+28.63 SKATEMASTER DRIVE STA. 5+27.00 TO STA. 13+71.28

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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677-6881 FAX (386) 577-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #13645 R.L.A. #0001553,
STEVE BUSHELL P.E. #53985 R.L.A. #A666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #0003910

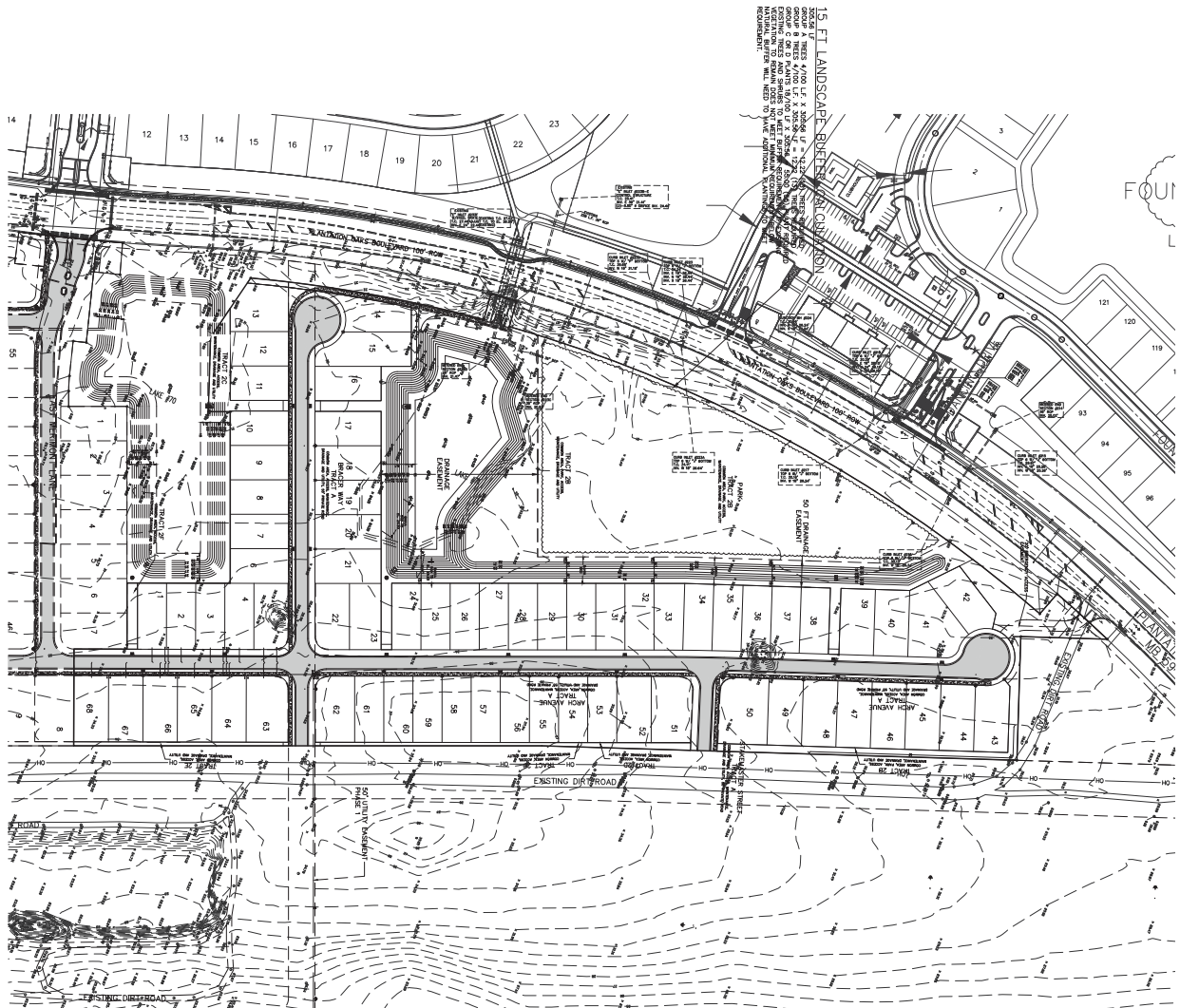
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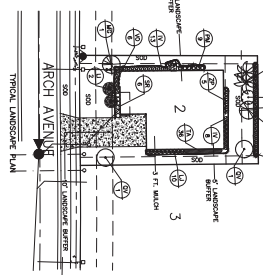
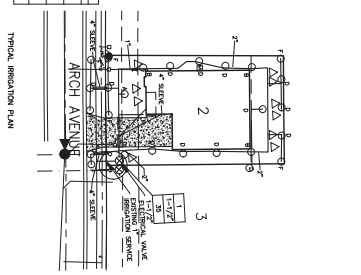
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkarmynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #A0667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 000003910

[illegible]

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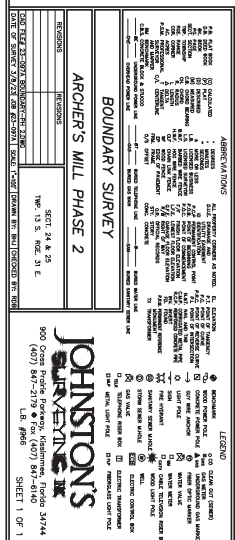


ARCHER'S MILL
PHASE 2
ORMOND BEACH * FLORIDA

LANDSCAPE DETAILS

**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. #52645 R.L.A. #0001553,
STEVE BUSHELL P.E. #53695 R.L.A. #A666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

[illegible]



ATTACHMENT 3

Final Plat

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH — UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION

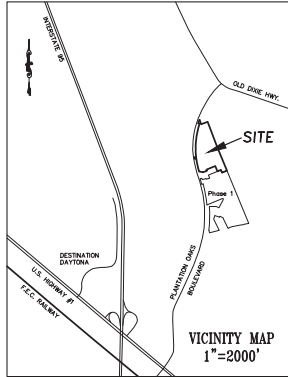
A portion of Tract M, PLANTATION OAKS OF ORMOND BEACH — UNIT 1 as recorded in Map Book 59, Pages 138 through 154 of the Public Records of Volusia County, Florida and a portion of Sections 24 and 25, Township 13 South, Range 31 East, Volusia County, Florida being more particularly described as follows:

BEGIN at the Southeast corner of Tract M, PLANTATION OAKS OF ORMOND BEACH — UNIT 1 as recorded in Map Book 59, Pages 138 through 154 of the Public Records of Volusia County, Florida; thence run N67°33'23"E, a distance of 8.12 feet; thence run S22°17'45"E, a distance of 100.11 feet; thence run N67°42'15"E, a distance of 182.77 feet to a point on the West line of a Florida Power & Light Company Easement, as recorded in Official Records Book 446, Page 13 of the Public Records of Volusia County, Florida; thence along the West line of said easement the following two (2) courses: run N22°26'26"W, a distance of 883.89 feet; thence run N20°42'03"W, a distance of 897.78 feet to the Southeast corner of Parcel 1A of said PLANTATION OAKS OF ORMOND BEACH — UNIT 1; thence along the boundary of said Parcel 1A the following two (2) courses: run S69°20'30"W, a distance of 233.82 feet; thence run N20°39'21"W, a distance of 163.31 feet to a point on the Easterly Right of Way of Plantation Oaks Boulevard, said point being on a Non-Tangent curve, concave to the East, having a Radius of 2,700.00 feet and a Central Angle of 02°42'40"; thence run Southerly along the arc of said curve, a distance of 127.75 feet (Chord Bearing = S19°45'39"W, Chord = 127.74 feet); thence along the boundary of Tract O of said PLANTATION OAKS OF ORMOND BEACH — UNIT 1 the following three (3) courses: run S71°35'33"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 2,650.00 feet and a Central Angle of 09°04'51"; thence run Southerly along the arc of said curve, a distance of 1148.14 feet (Chord Bearing = S05°59'36"W, Chord = 1,139.18 feet); thence run S83°02'27"W, a distance of 50.00 feet to a point on said Easterly Right of Way of Plantation Oaks Boulevard being a point on a Non-Tangent curve, concave to the East, having a Radius of 2,700.00 feet and a Central Angle of 01°03'40"; thence run Southerly along the arc of said curve, a distance of 50.00 feet (Chord Bearing = S06°57'33"E, Chord = 50.00 feet); thence along the boundary of Tract N of said PLANTATION OAKS OF ORMOND BEACH — UNIT 1 the following two (2) courses: run N83°02'27"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 2,650.00 feet and a Central Angle of 09°04'51"; thence run Southerly along the arc of said curve, a distance of 447.75 feet (Chord Bearing = S12°20'24"E, Chord = 447.21 feet); thence run S78°26'07"E, a distance of 127.90 feet to the Point of Curvature of a curve concave to the North, having a Radius of 25.00 feet and a Central Angle of 321°15'4"; thence run Easterly along the arc of said curve, a distance of 14.05 feet (Chord Bearing = N85°27'56"E, Chord = 13.86 feet) to the Point of Tangency; thence run N20°02'27"E, a distance of 133.44 feet; thence run N22°26'43"W, a distance of 41.32 feet; thence run N67°33'17"E, a distance of 323.93 feet; thence run S22°17'45"E, a distance of 195.00 feet; thence run N67°33'23"E, a distance of 116.88 feet to the POINT OF BEGINNING.

Containing 25.53 acres, more or less.

NOTES:

- THE BEARINGS SHOWN HEREON ARE ASSUMED BASED THE NORTH LINE OF TRACT M, PLANTATION OAKS OF ORMOND BEACH — UNIT 1 AS BEING N67°33'17"E.
- DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10.00 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
- THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC., RECORDED IN O.R. BOOK _____, PAGES _____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____, PAGES _____ (N/A) NON-RADIAL.
- ALL LOT LINES ALONG CURVES ARE RADIAL, UNLESS INDICATED AS (N/A) NON-RADIAL.
- THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., ORDINANCE 2021-03 — BOOK 7985, PAGES 4080-4339, MAJOR AMENDMENT — BOOK 8113, PAGE 4003, FIRST AMENDMENT, ORDINANCE 2022-16 — BOOK 8268, PAGES 2898-2930.
- THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2834, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 80-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3870, PAGE 3336, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3881, 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 4876, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4692 AND RESOLUTION NO. 2015-37 RECORDED IN O.R. BOOK 6684, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.
- DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
- TRACT A PRIVATE ROAD COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, DRAINAGE AND UTILITY EASEMENTS: TRACT A TO BE OWNED AND MAINTAINED BY THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
- A PERPETUAL NON-EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OR EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.
- TRACT A, SHOWN HEREON AS ARCH AVENUE, BRACER WAY AND STAKEMASTER STREET IS A 50.00' WIDE PRIVATE RIGHT OF WAY, FOR COMMON AREA INGRESS AND EGRESS, ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. 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.
- TRACT 2B COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY PURPOSES. TO BE MAINTAINED BY THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
- TRACTS 2C, 2D, 2E AND 2F COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
- LOT CORNERS SHOWN HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.09(18), FLORIDA STATUTES.
- 1 FOOT NON-VEHICULAR ACCESS EASEMENT (NVA) DESCRIPTION: NO DRIVEWAYS ALLOWED.
- THE 10 FOOT DRAINAGE AND UTILITY EASEMENT IS DEDICATED TO THE PUBLIC.
- SETBACKS:
 - FRONT 30 FEET
 - REAR 20 FEET
 - SIDE 7.5 FEET
 - SIDE CORNER NO ACCESS 15 FEET
 - WATERFRONT 20 FEET
 - MAXIMUM BUILDING HEIGHT 35 FEET
 - MAXIMUM BLDG COVERAGE 60%
 - MAXIMUM LOT IMPERVIOUS 75%
 - MINIMUM FLOOR AREA 1,400 S.F.
- ACCESSORY STRUCTURE SETBACK:
 - SIDE YARD 7.5 FEET
 - SIDE YARD CORNER NO ACCESS 15 FEET
 - REAR YARD 5 FEET
 - FRONT YARD 20 FEET



LEGEND

- | | |
|-----------------|--|
| COR | CERTIFIED CORNER RECORD |
| CHD | CENTERLINE |
| D.E. | DRAINAGE EASEMENT |
| D.U.E. | DRAINAGE AND UTILITY EASEMENT |
| ID | IDENTIFICATION |
| LB | LICENSED BUSINESS |
| MB | MAP BOOK |
| (NR) | NON-RADIAL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| P.B. | PLAT BOOK |
| P.C. | POINT OF CURVATURE |
| PCP | PERMANENT CONTROL POINT |
| PG(S) | PAGE(S) |
| P.I. | POINT OF INTERSECTION |
| P.R.C. | POINT OF REVERSE CURVATURE |
| PRM | PERMANENT REFERENCE MONUMENT |
| P.S.M. | PROFESSIONAL SURVEYOR AND MAPPER |
| P.T. | POINT OF TANGENCY |
| R/P | RADIAL POINT |
| R/W | RIGHT OF WAY |
| U.E. | UTILITY EASEMENT |
| CA, D, A, M & U | COMMON AREA, DRAINAGE, ACCESS, MAINTENANCE AND UTILITIES |

- DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 3019"
- DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 966"
- DENOTES 1/2" IRON ROD W/CAP "LB 966"
- DENOTES NAIL AND DISK "PCP LB 966"

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3-5	LOT AND TRACT DETAILS

NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-6140
LB. #966

MAP BOOK:___ PAGE:___

SHEET 1 OF 5

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "ARCHER'S MILL PHASE 2", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED:

TRACT A SHOWN HEREON AS ARCH AVENUE, BRACER WAY AND STAKEMASTER STREET IS A 50.00' WIDE PRIVATE RIGHT-OF-WAY, IS HEREBY GRANTED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR COMMON AREA, INGRESS AND EGRESS, 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.

TRACT 2B COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

TRACTS 2C, 2D, 2E AND 2F COMMON AREA ARE HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC., THE HOME OWNERS ASSOCIATION, WILL OWN THE PRIVATE ROADWAYS, STORMWATER AREAS AND PONDS, WETLAND CONSERVATION AREAS AND RECREATIONAL FACILITIES. SEE THE SURVEYOR'S NOTES FOR CLARIFICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2023 A.D.

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware Corporation

By: Chris Tyree Vice President

Witnesses: _____

Signature: _____

Print Name: _____

STATE OF FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2023, BY CHRIS TYREE, AS VICE PRESIDENT, OF FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC
NOTARY COMMISSION NO. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.09(17) REGARDING "PERMANENT REFERENCE MONUMENTS", THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.06(1) OF THE FLORIDA STATUTES.

Richard D. Brown, P.S.M.
Dated _____ Registration No. _____ 5700 _____
Professional Surveying Certificate of Authorization No. LB. 966

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-6140

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH:

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "ARCHER'S MILL PHASE 2" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE REVIEWED THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

CITY REGISTERED SURVEYOR _____ DATE: _____ 2023. SEAL
CITY REGISTERED MAPPER _____ AND PSM #5374
UPHAM INC. LB. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH:

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2023, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2023, THIS PLAT WAS APPROVED.

BY: _____ CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL:

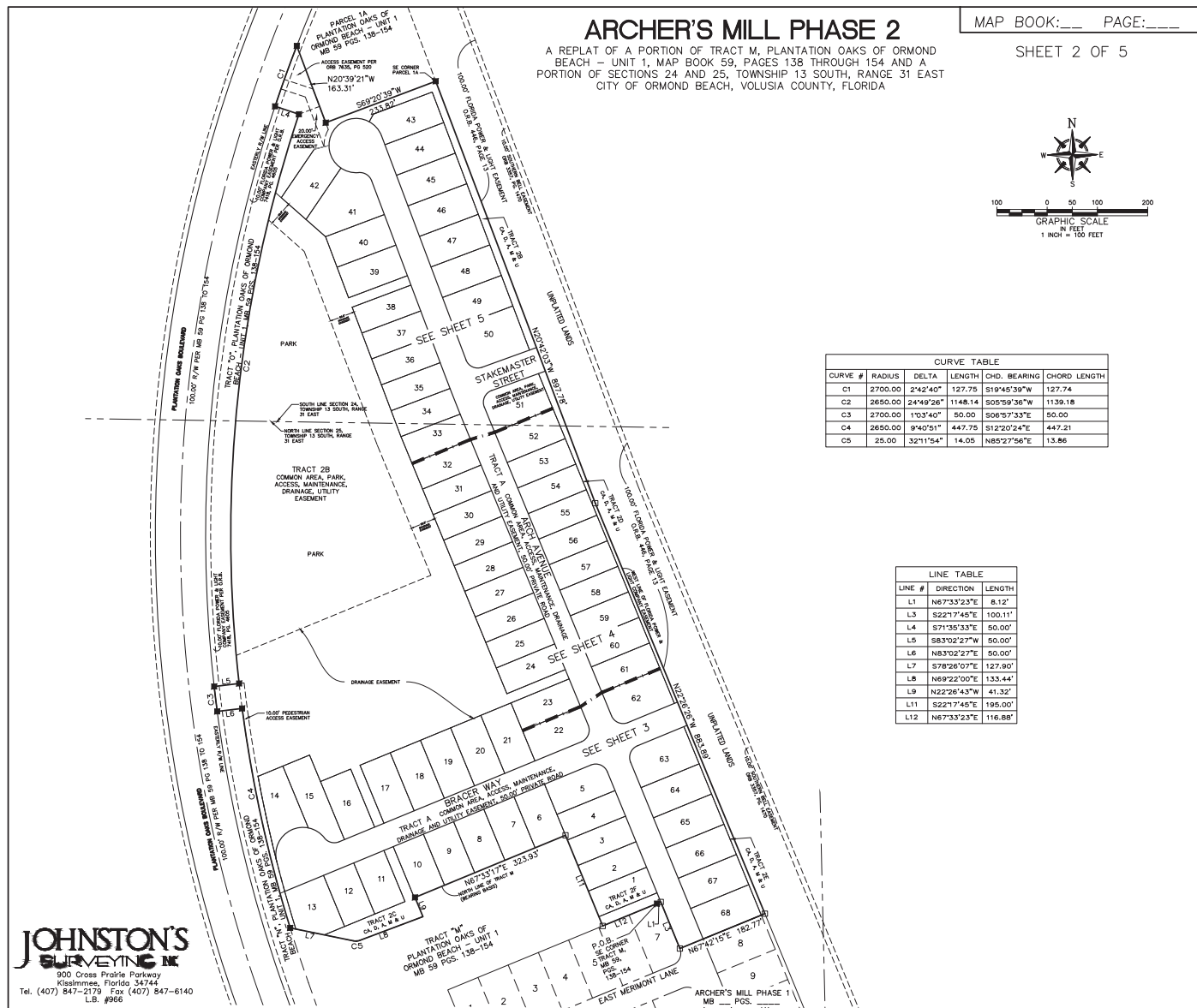
THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2023, THIS PLAT WAS APPROVED.

BY: _____ CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2023.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA



ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 3 OF 5



PLANTATION OAKS BOULEVARD

100.00' 1/4" PER MB 59 PG. 138 TO 154

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°33'23"E	8.12'
L2	N67°33'17"E	1.46'

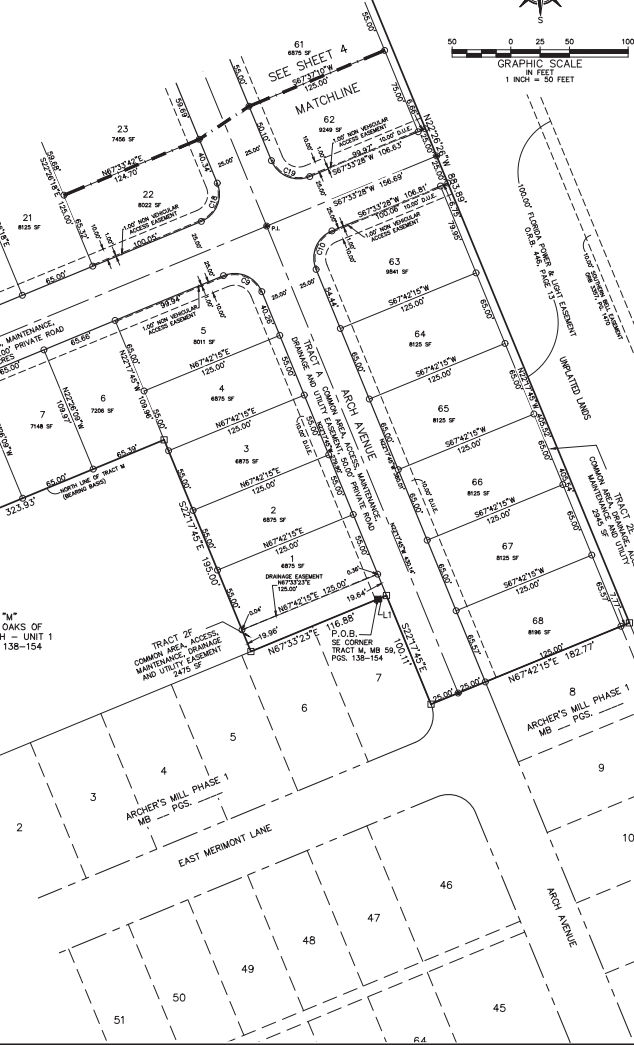
JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-6140
L.B. #966

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C3	2700.00	1°03'40"	50.00	S06°57'33"E	50.00
C4	2850.00	9°40'51"	447.75	S12°20'24"E	447.21
C5	25.00	32°11'54"	14.05	N85°27'56"E	13.86
C9	25.00	90°09'10"	39.33	N67°22'08"W	35.40
C10	25.00	90°25'52"	39.46	S22°20'25"W	35.49
C11	2640.00	1°41'43"	78.12	S16°26'55"E	78.12
C12	2640.01	1°21'02"	62.23	S14°55'32"E	62.23
C13	54.00	156°23'33"	147.40	S63°56'45"W	105.72
C14	25.00	74°35'03"	32.54	S75°09'00"E	30.29
C15	54.00	115°44'39"	109.09	S43°37'18"W	91.46
C16	54.00	40°38'54"	38.31	N58°10'56"W	37.51
C17	2640.00	3°45'17"	173.00	S12°22'23"E	172.97
C18	25.00	89°56'19"	39.24	N22°35'19"E	35.34
C19	25.00	90°03'42"	39.30	S67°24'41"E	35.37
C36	2850.00	1°12'48"	56.12	S05°48'42"E	56.12

TRACT 2B
COMMON AREA PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
419839 SF/9.64 ACRES

TRACT 2C
COMMON AREA PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
8699 SF

TRACT "M"
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

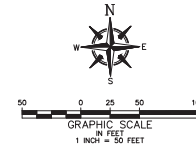


ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 4 OF 5



TRACT 2B
COMMON AREA, PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
419839 SF/9.64 ACRES

PARK

TRACT 2B
COMMON AREA, PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
419839 SF/9.64 ACRES

PARK

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C2	2650.00	24°49'26"	1148.14	S05°59'36"W	1139.18
C3	2700.00	1°03'40"	50.00	S06°13'33"E	50.00
C6	4000.00	1°43'57"	120.98	S21°30'52"E	120.95
C7	4000.00	1°09'16"	80.60	S21°48'12"E	80.60
C8	4000.00	0°34'41"	40.36	S20°56'13"E	40.36
C10	25.00	90°25'52"	39.46	S22°20'25"W	35.49
C18	25.00	89°56'19"	39.24	N22°35'19"E	35.34
C19	25.00	90°03'42"	39.30	S67°24'41"E	35.37
C20	3975.00	0°23'52"	27.60	S22°10'54"E	27.60
C21	25.00	92°04'57"	40.18	S24°03'30"W	35.99
C22	25.00	89°15'09"	38.94	S65°16'27"E	35.12
C23	4025.00	1°43'57"	121.71	S21°30'52"E	121.71
C24	4025.00	0°28'49"	33.75	S22°08'26"E	33.75
C25	4025.00	0°46'59"	55.01	S21°30'33"E	55.00
C26	4025.00	0°28'09"	32.96	S20°32'58"E	32.96
C36	2650.00	1°12'48"	56.12	S05°48'42"E	56.12
C37	2650.00	18°52'31"	873.01	S04°13'57"W	869.06

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ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 5 OF 5



GRAPHIC SCALE
1 INCH = 50 FEET

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	2700.00	2°42'40"	127.75	S19°45'39"W	127.74
C2	2650.00	2°44'26"	1148.14	S05°59'36"E	1139.18
C6	4000.00	1°43'57"	120.96	S21°30'52"E	120.95
C7	4000.00	1°09'16"	80.60	S21°48'12"E	80.60
C8	4000.00	0°54'41"	40.36	S20°58'13"E	40.36
C20	3975.00	0°23'52"	27.60	S22°10'54"E	27.60
C21	25.00	92°04'57"	40.18	S24°03'30"W	35.99
C22	25.00	89°15'09"	38.94	S85°16'27"E	35.12
C23	4025.00	1°43'57"	121.71	S21°30'52"E	121.71
C24	4025.00	0°28'49"	33.75	S22°08'36"E	33.75
C25	4025.00	0°48'59"	55.01	S21°30'32"E	55.00
C26	4025.00	0°28'09"	32.96	S20°52'58"E	32.96
C27	25.00	74°35'03"	32.54	N57°56'24"W	30.29
C28	54.00	25°43'50"E	239.94	S32°03'36"W	85.92
C29	54.00	39°24'47"	37.15	S75°31'32"E	36.42
C30	54.00	56°01'34"	52.80	S27°48'22"E	50.72
C31	54.00	118°26'58"	111.64	S59°25'54"W	92.79
C32	54.00	40°41'44"	38.35	N40°59'45"W	37.55
C33	2700.00	1°30'41"	71.23	S20°21'38"W	71.23
C34	2700.00	0°25'28"	20.00	S19°23'34"W	20.00
C35	64.00	31°55'54"	35.67	S13°57'30"W	35.21
C37	2650.00	18°52'31"	873.01	S04°13'57"W	869.08
C38	2650.00	4°44'06"	218.01	S16°02'16"W	218.94

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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



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE:	Application of:	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"**Page 1 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

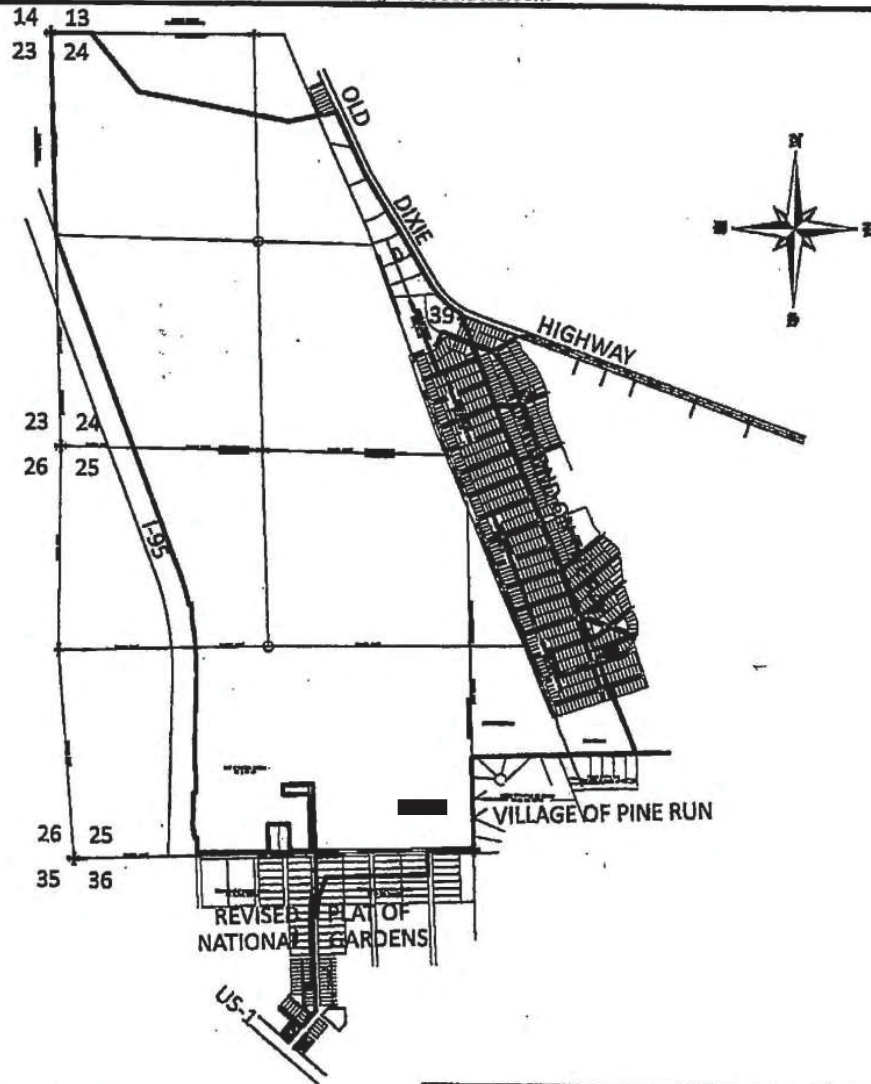
3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 781-5385

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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 #17-0381

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4**LEGEND**

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT "A"**Page 2 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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www.sligerassociates.com**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°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1188.65 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 1098.00 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 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.28 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 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°19'08"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 811.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.28 SQ. FEET OR 1,048.70 ACRES MORE OR LESS. (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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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 1,196.00 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 8, 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 28,979 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°05'06"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.

SHEET 3 OF 4

EXHIBIT "A"**Page 4 of 15****SLIGER & ASSOCIATES, INC.**

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LICENSED BUSINESS CERTIFICATION NO. 3019

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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. 12127C01824, 12127C01844, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	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 LISTED ABOVE.	

SHEET 4 OF 4**VALID WITH SIGNATURE & EMBOSSED SEAL ONLY**

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 8149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"**Page 5 of 15**

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

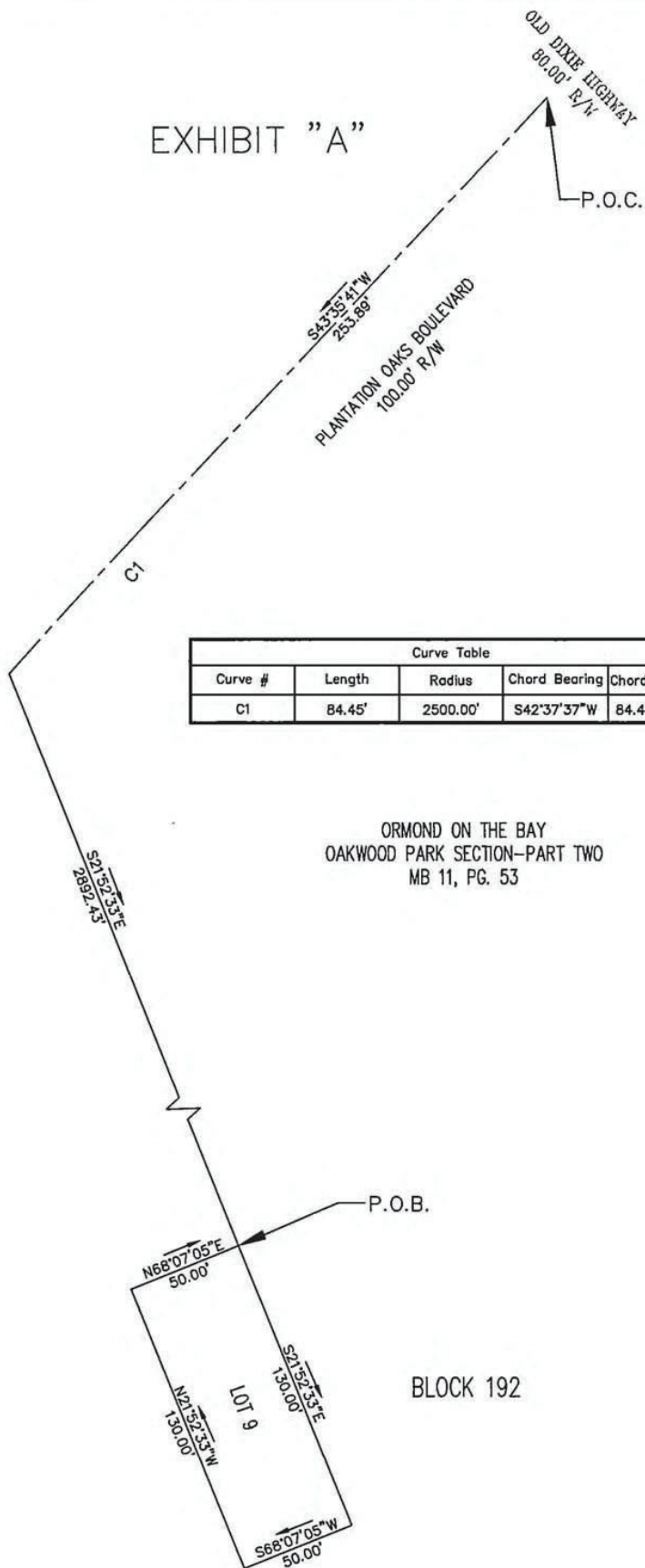
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
Page 6 of 15

EXHIBIT "A"



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: CO

EXHIBIT "A"

Page 7 of 15

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

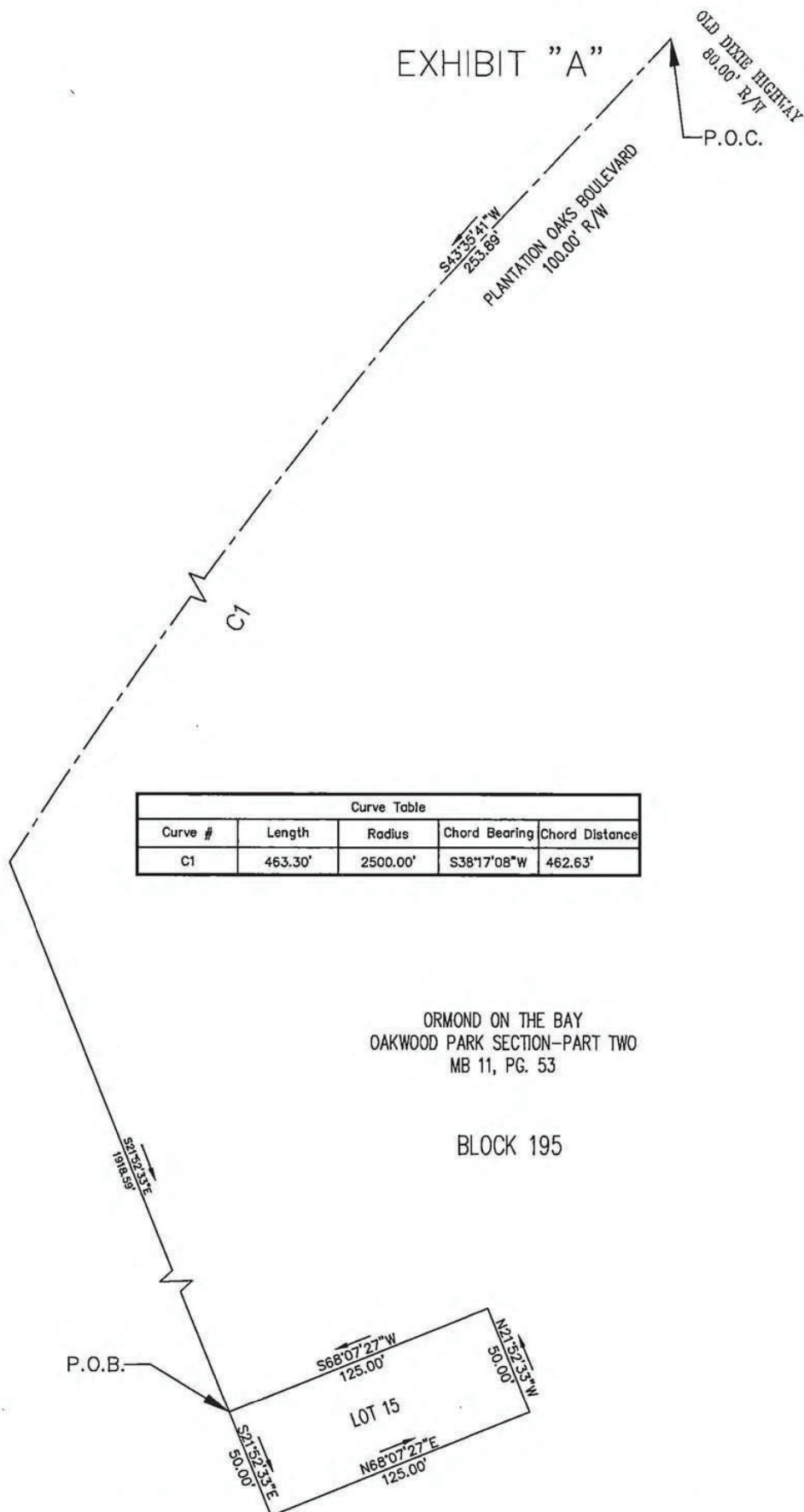
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

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"

EXHIBIT "A" Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

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

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

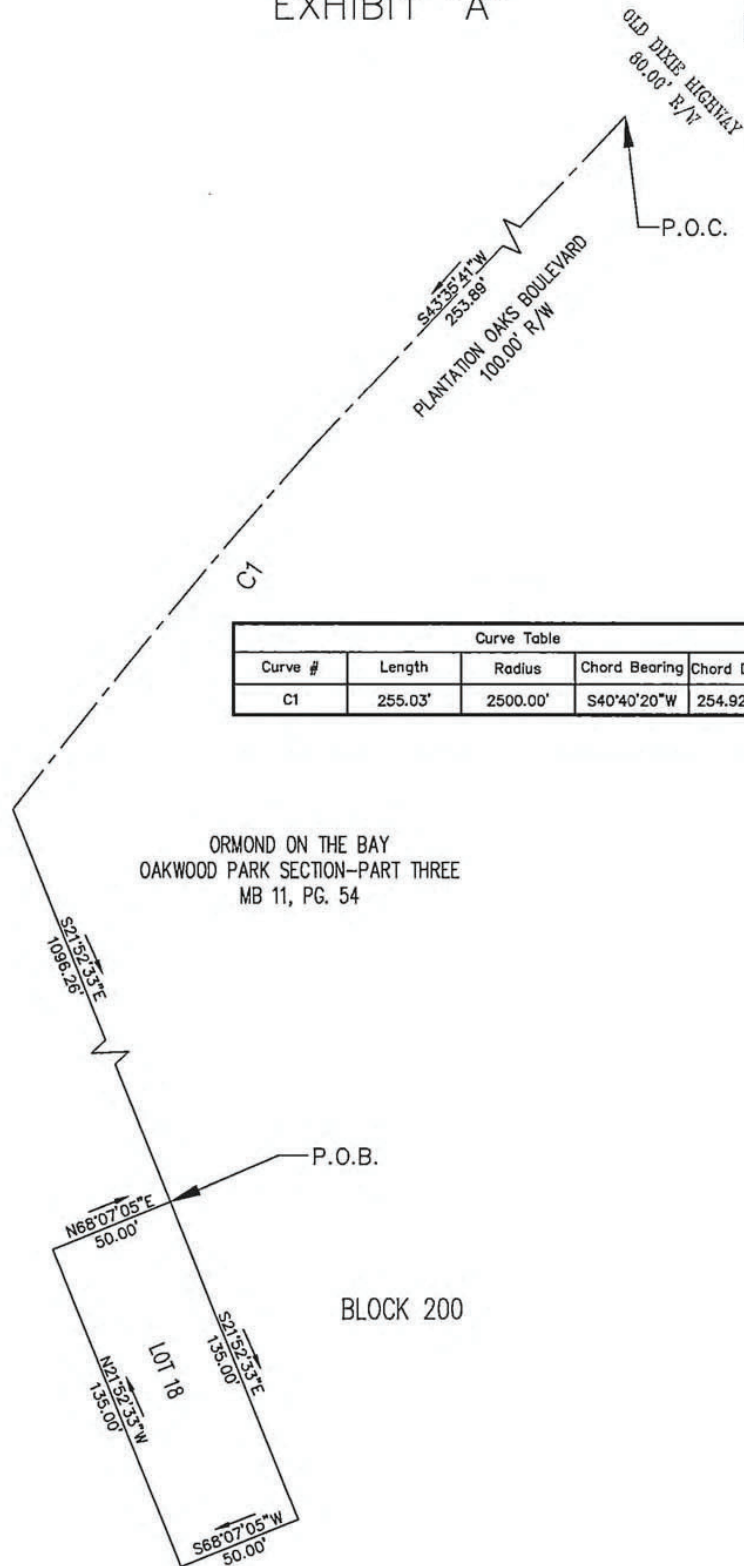
SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

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"

EXHIBIT "A"
Page 10 of 15



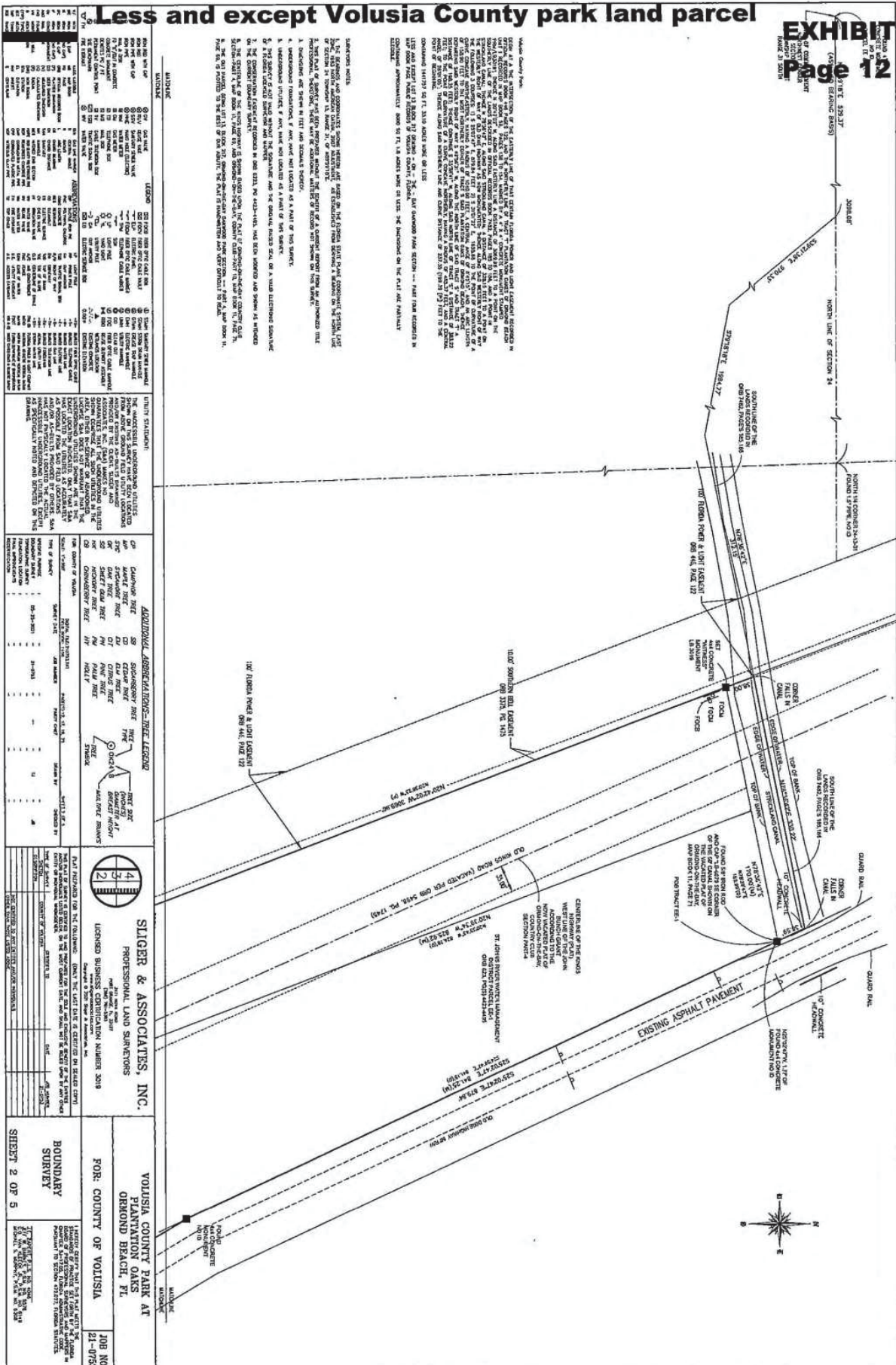
Curve Table				
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City of Ormond Beach
Engineering Division

DATE: 2/27/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 2 OF 2	DRAWN BY: CO

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 12 of 15



Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15

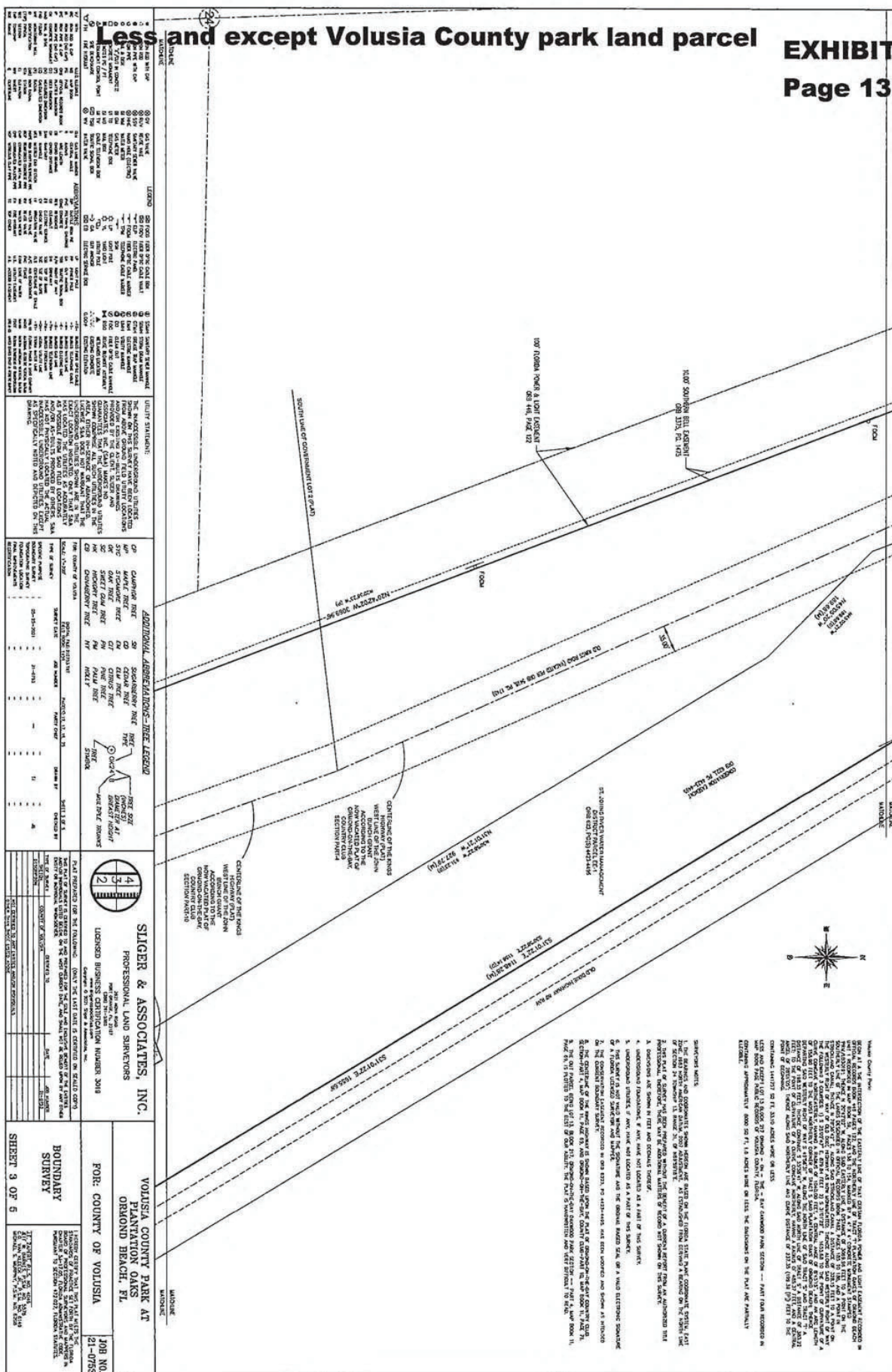


EXHIBIT "A"
Page 14 of 15

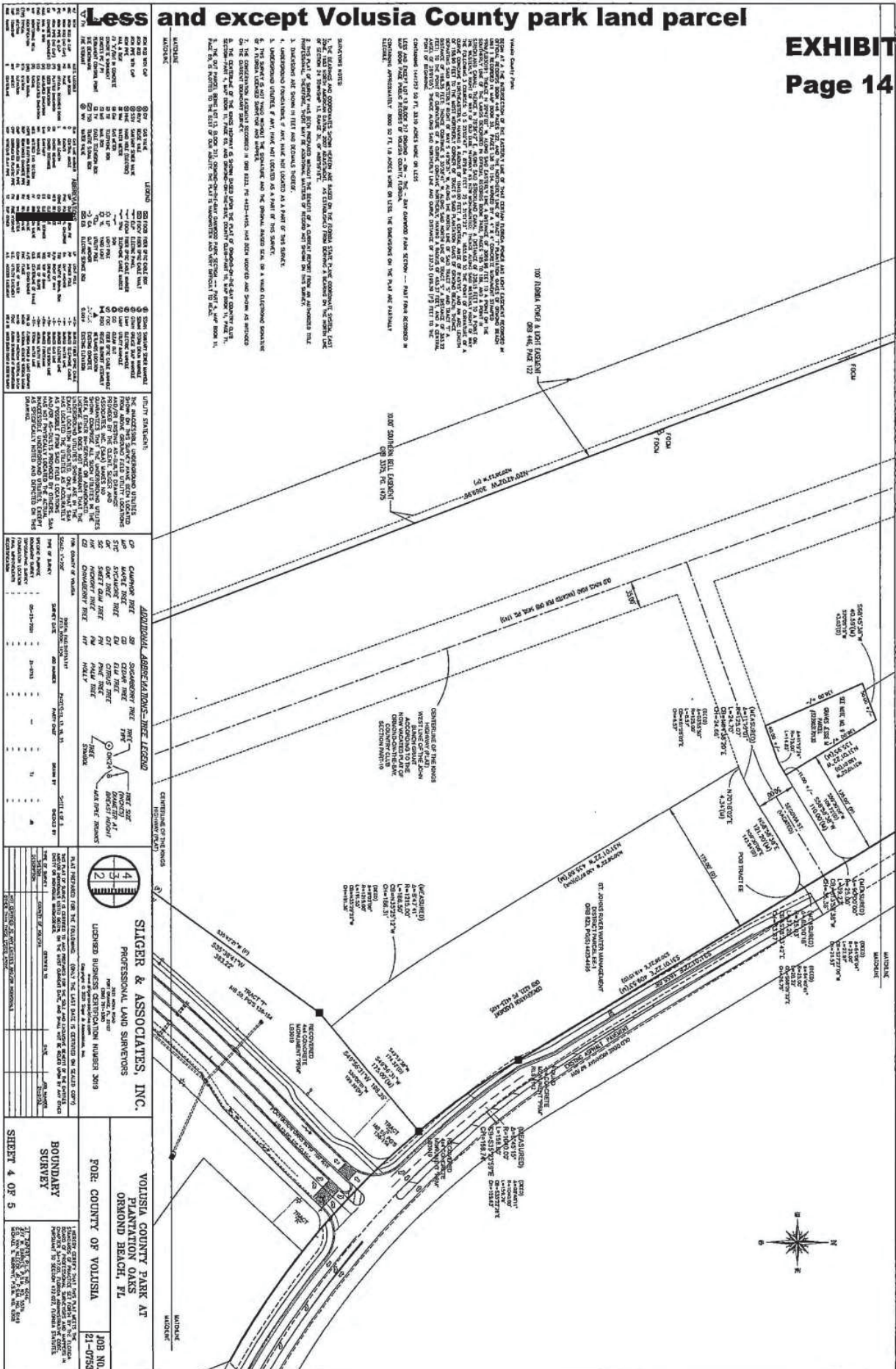


EXHIBIT "A"
Page 15 of 15

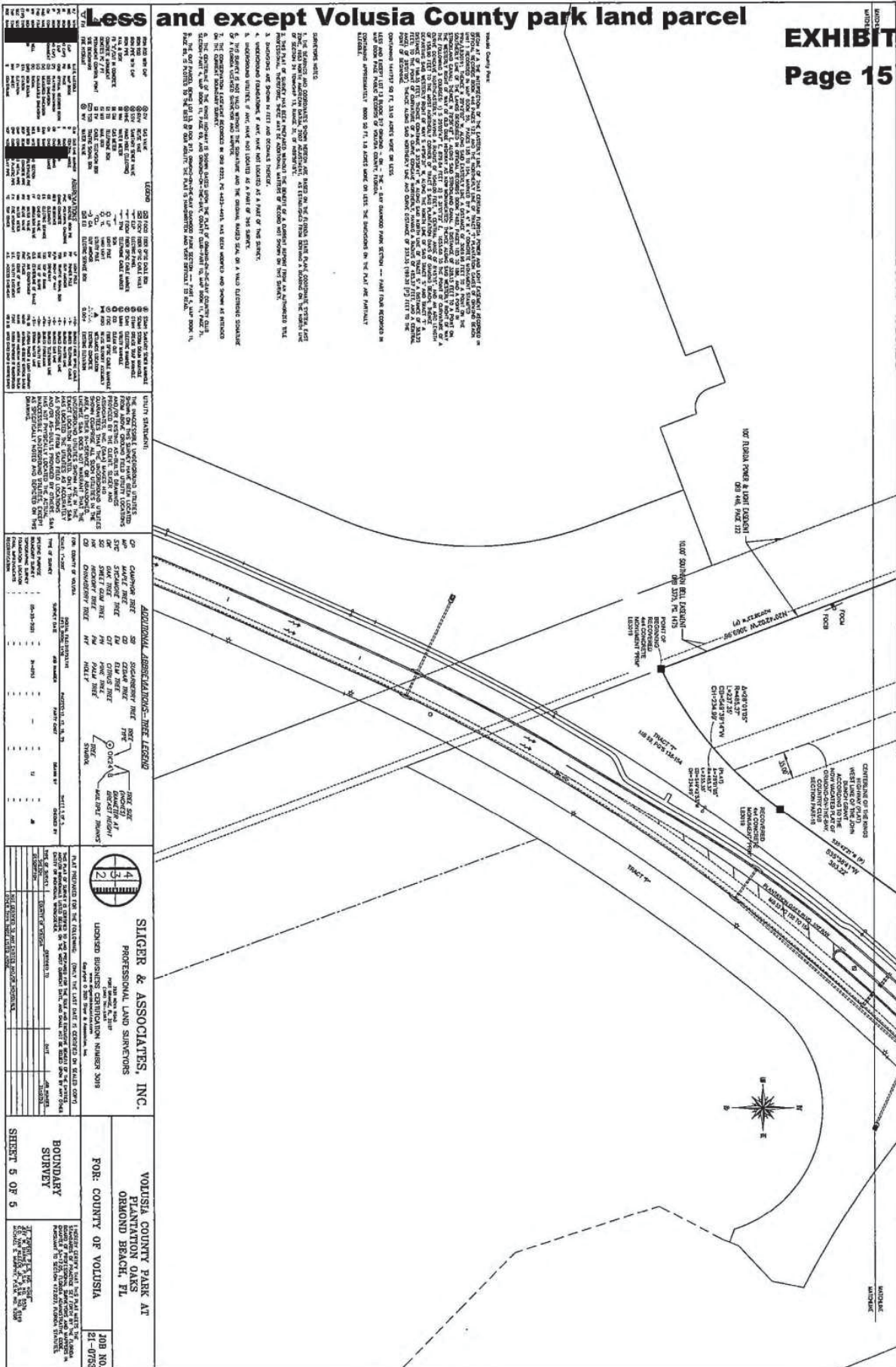


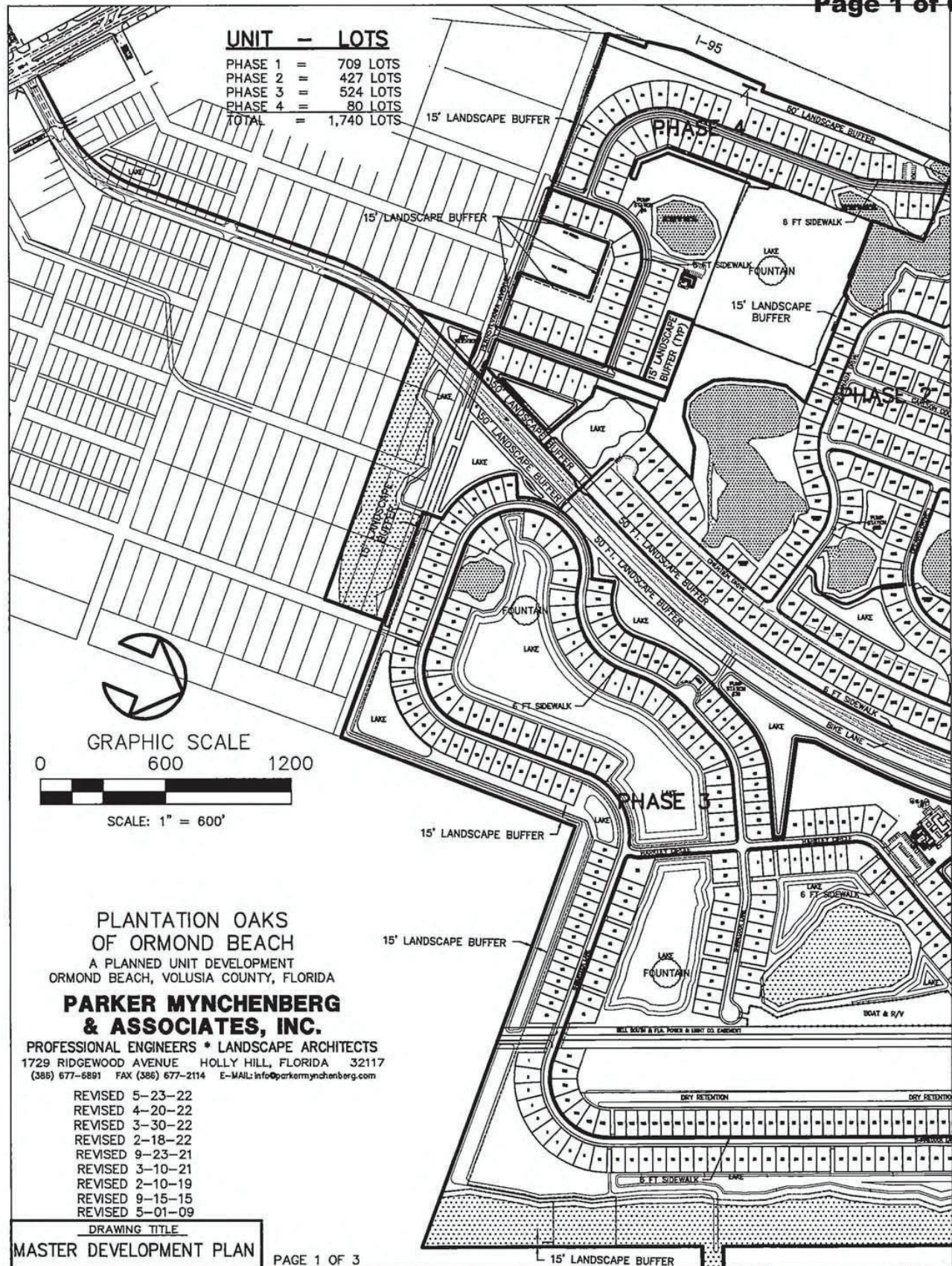
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EXHIBIT "B"**Page 2 of 6**

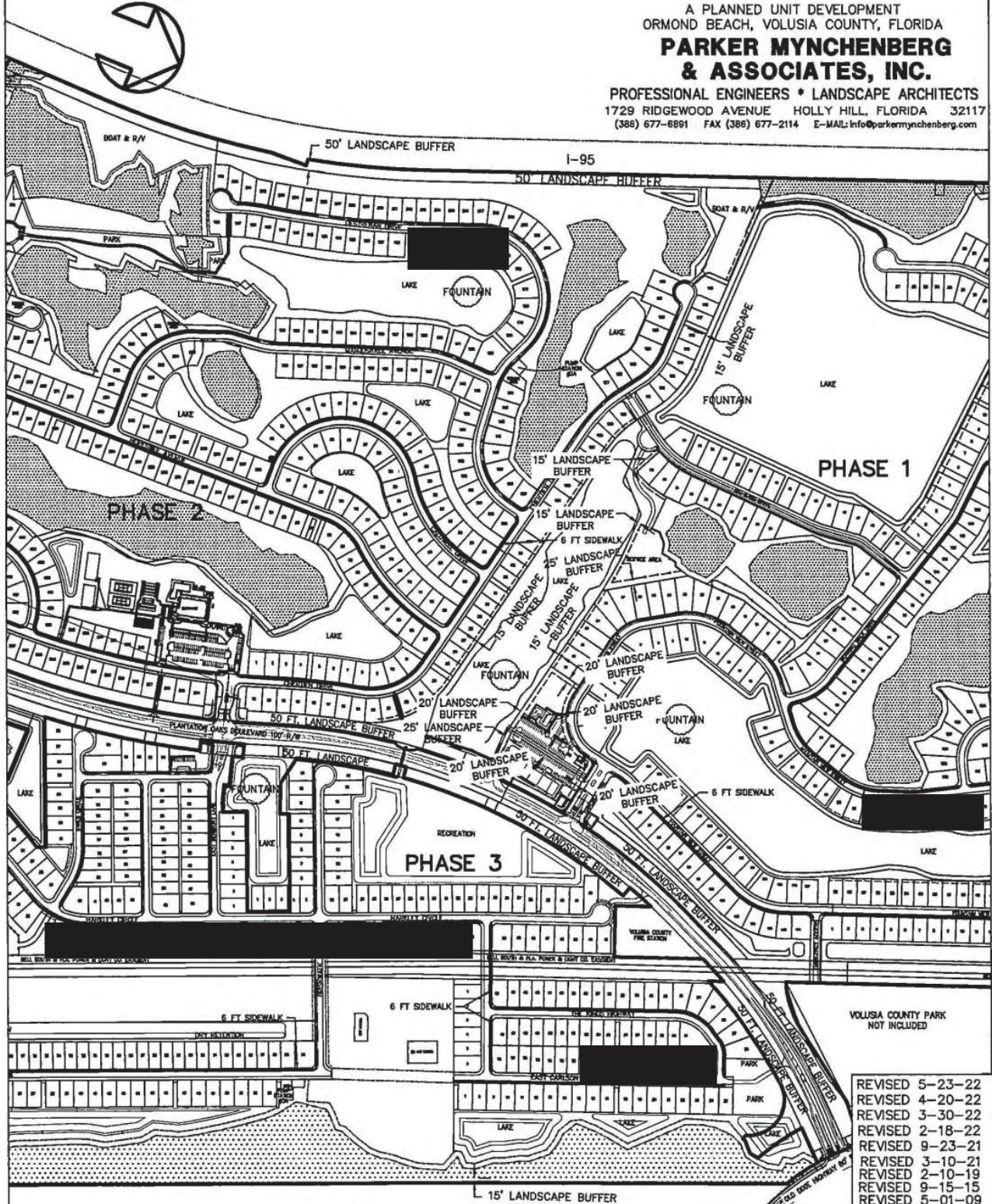
PAGE 2 OF 3

DRAWING TITLE

MASTER DEVELOPMENT PLAN

GRAPHIC SCALE
0 600 1200

SCALE: 1" = 600'



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

SHEET 10 OF 34

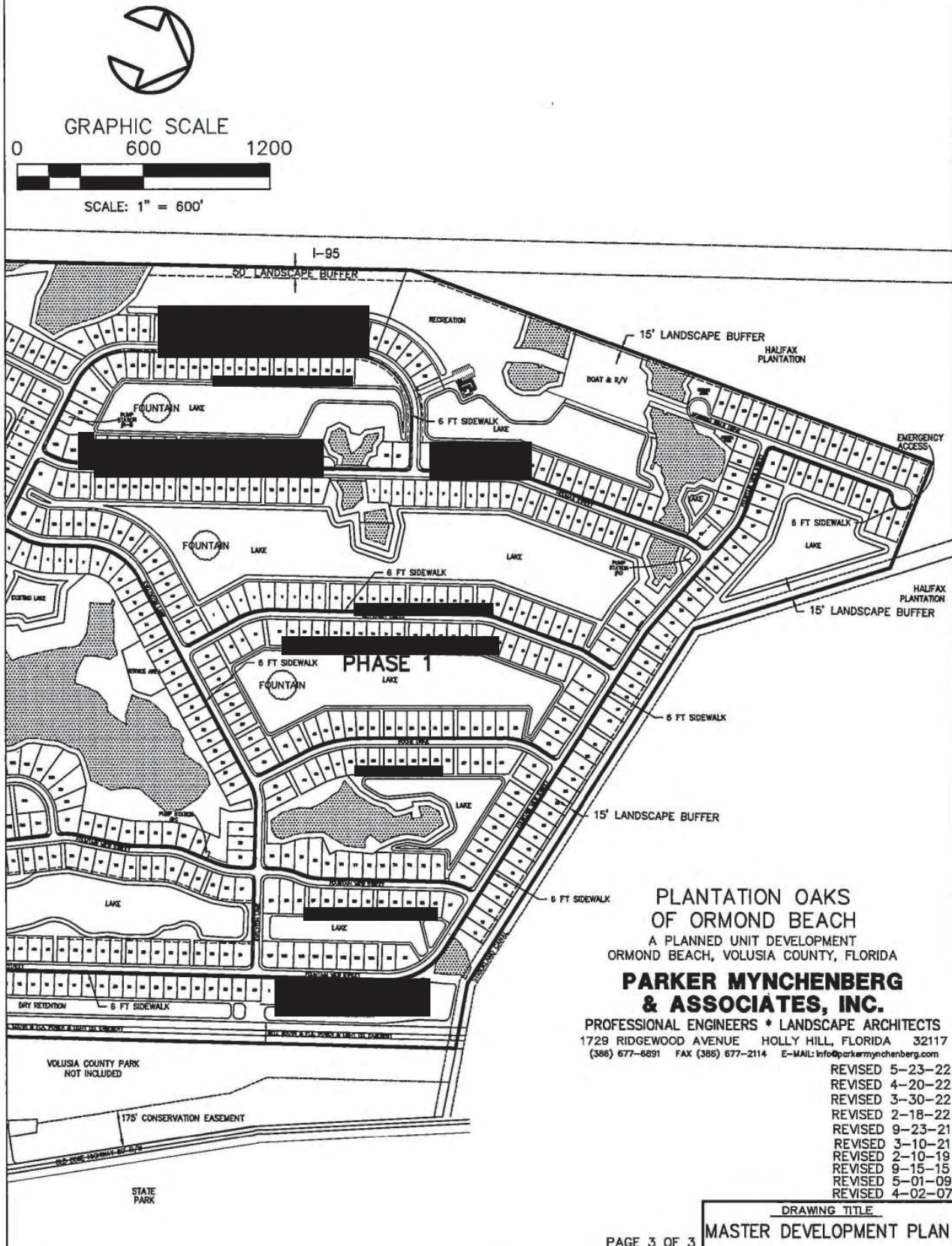
EXHIBIT "B"**Page 3 of 6**

EXHIBIT "B"

Page 4 of 6

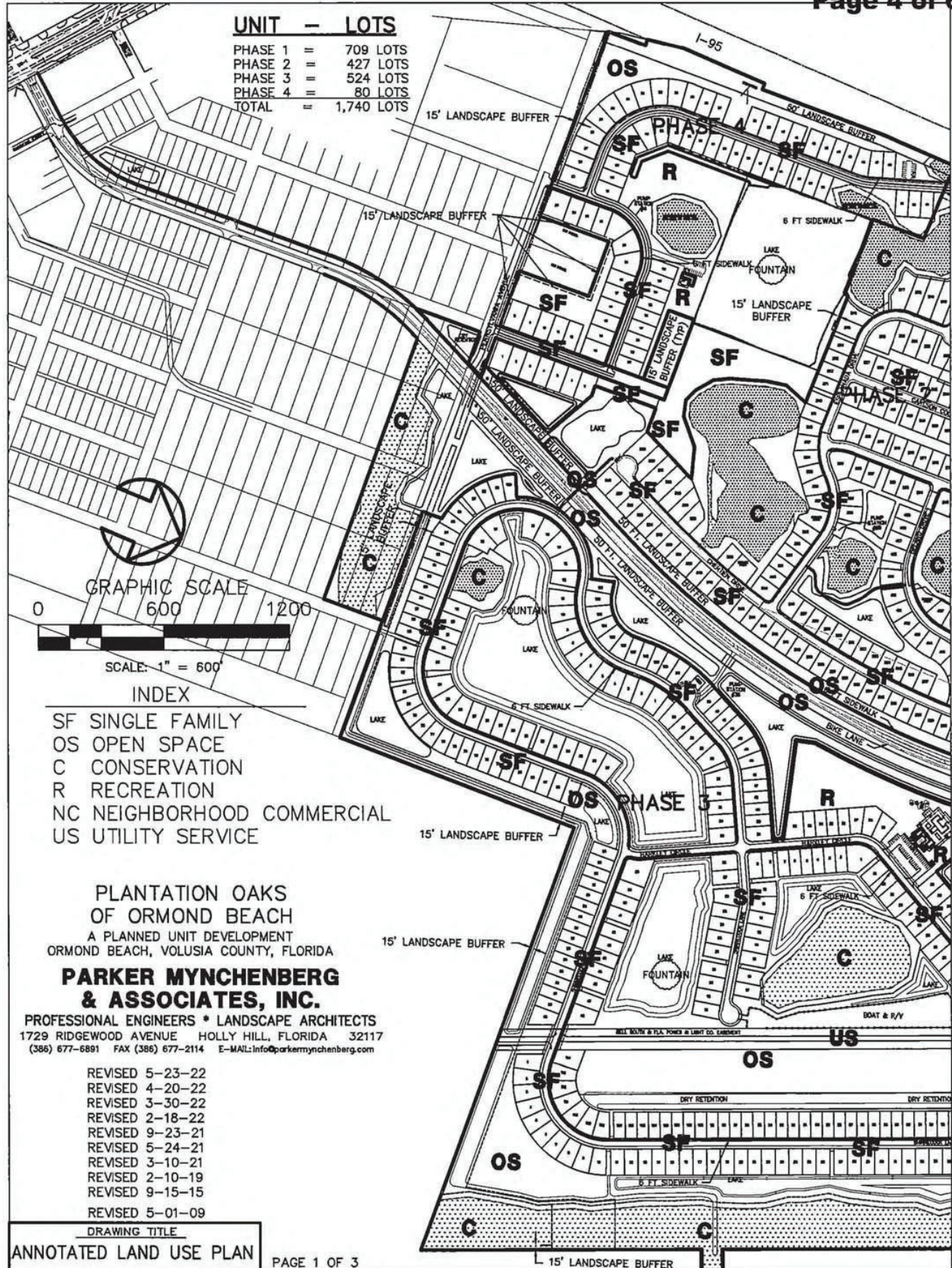


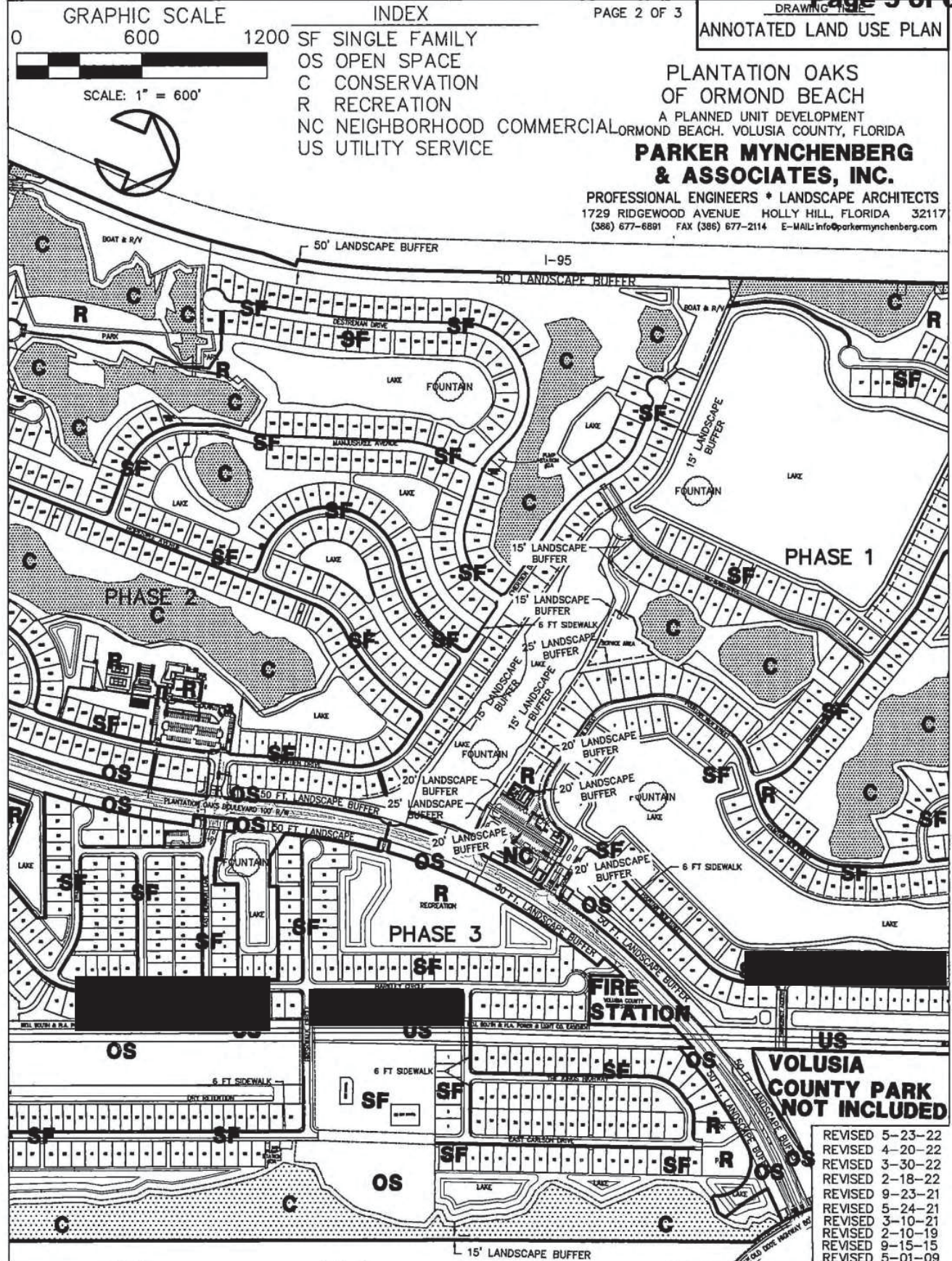
EXHIBIT "B"**Page 5 of 6**

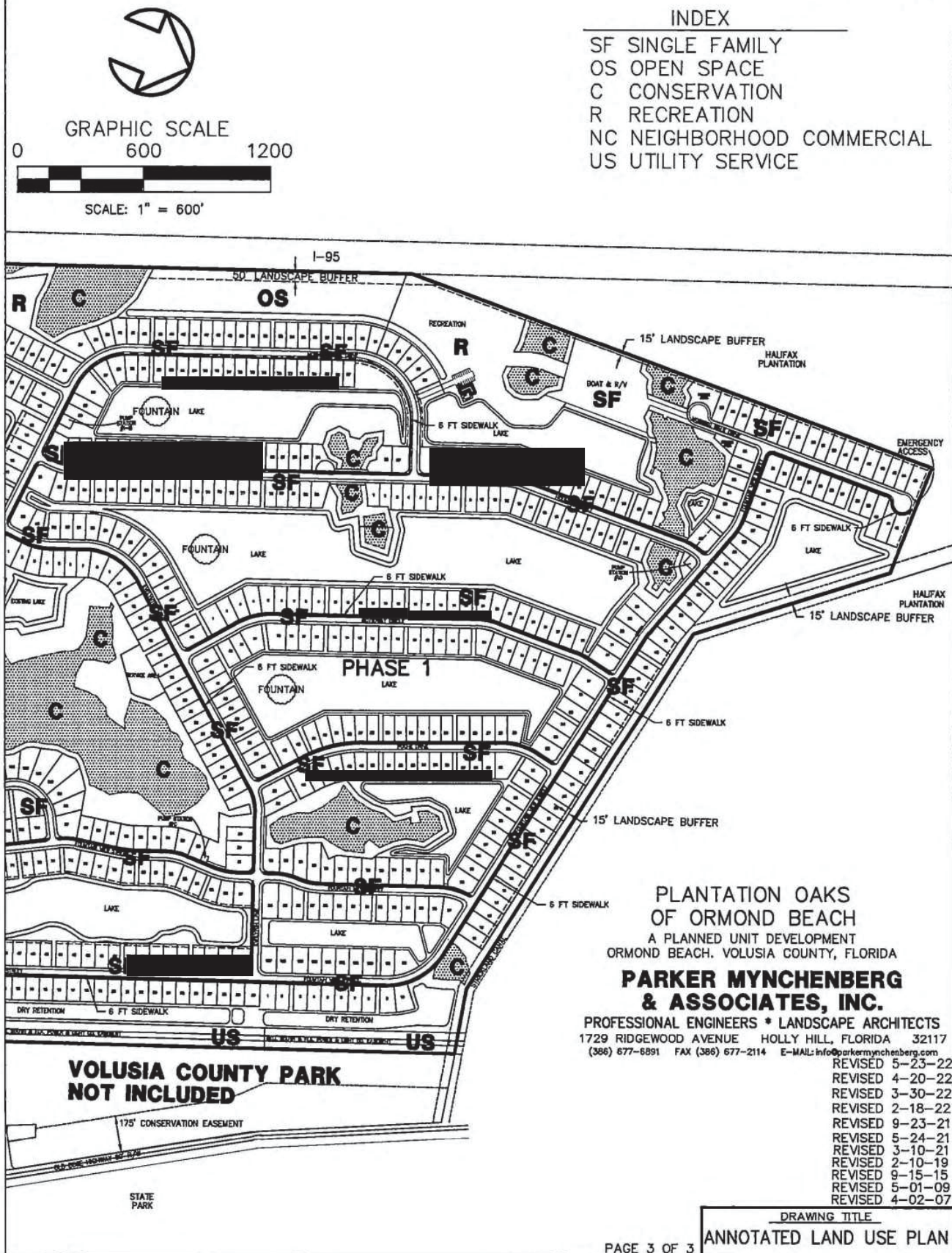
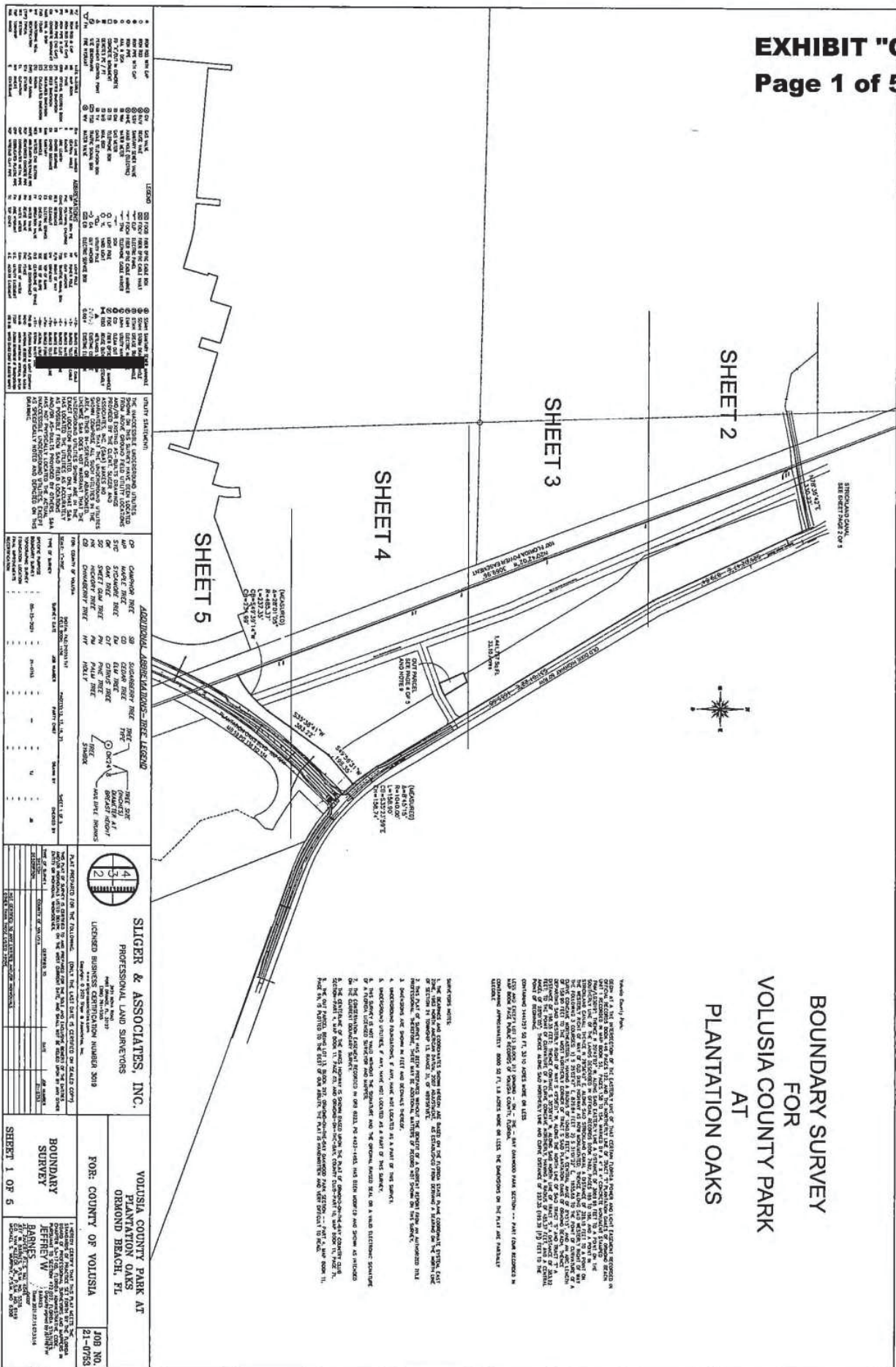
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EXHIBIT "C"

Page 1 of 5



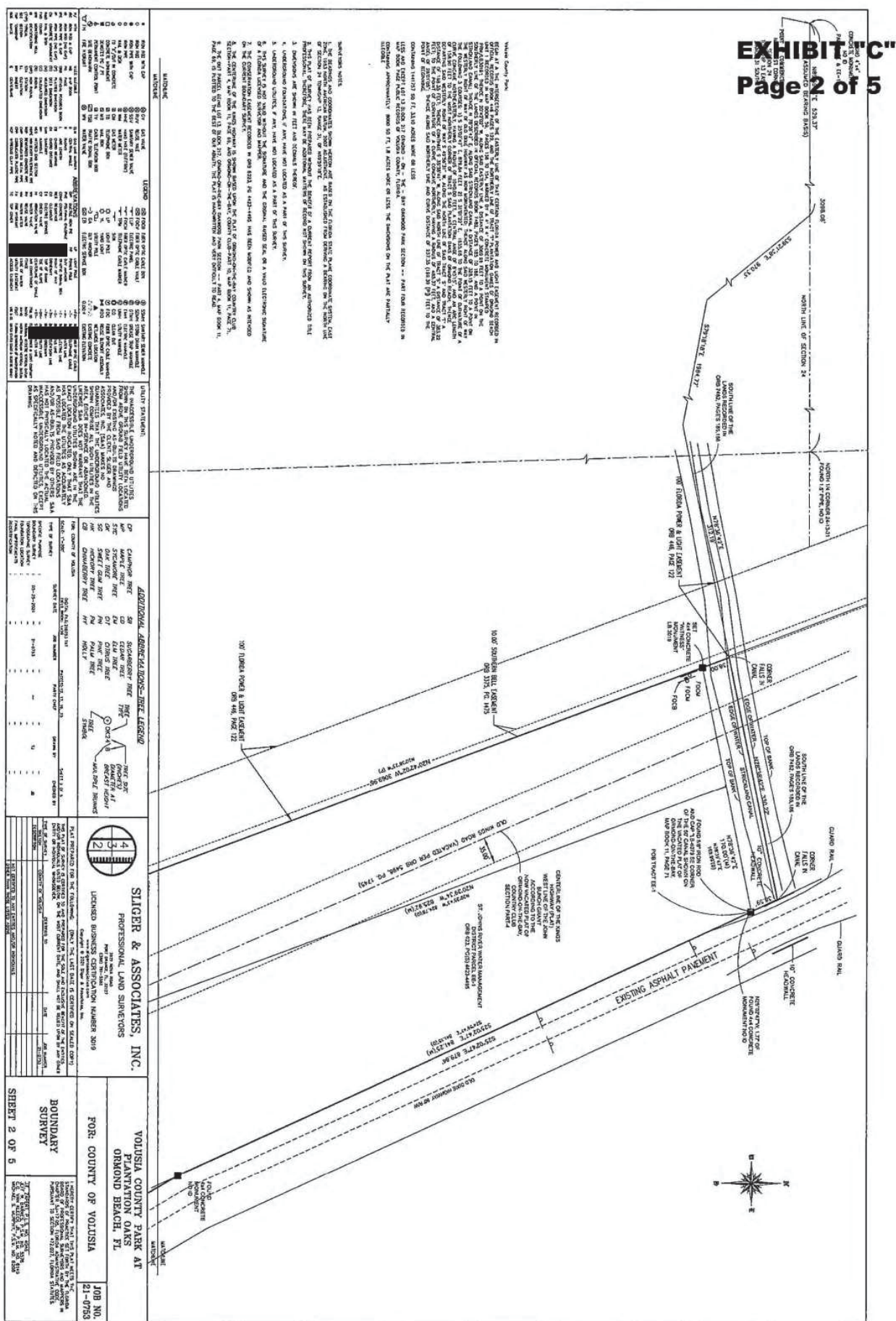


EXHIBIT "C"
Page 3 of 5

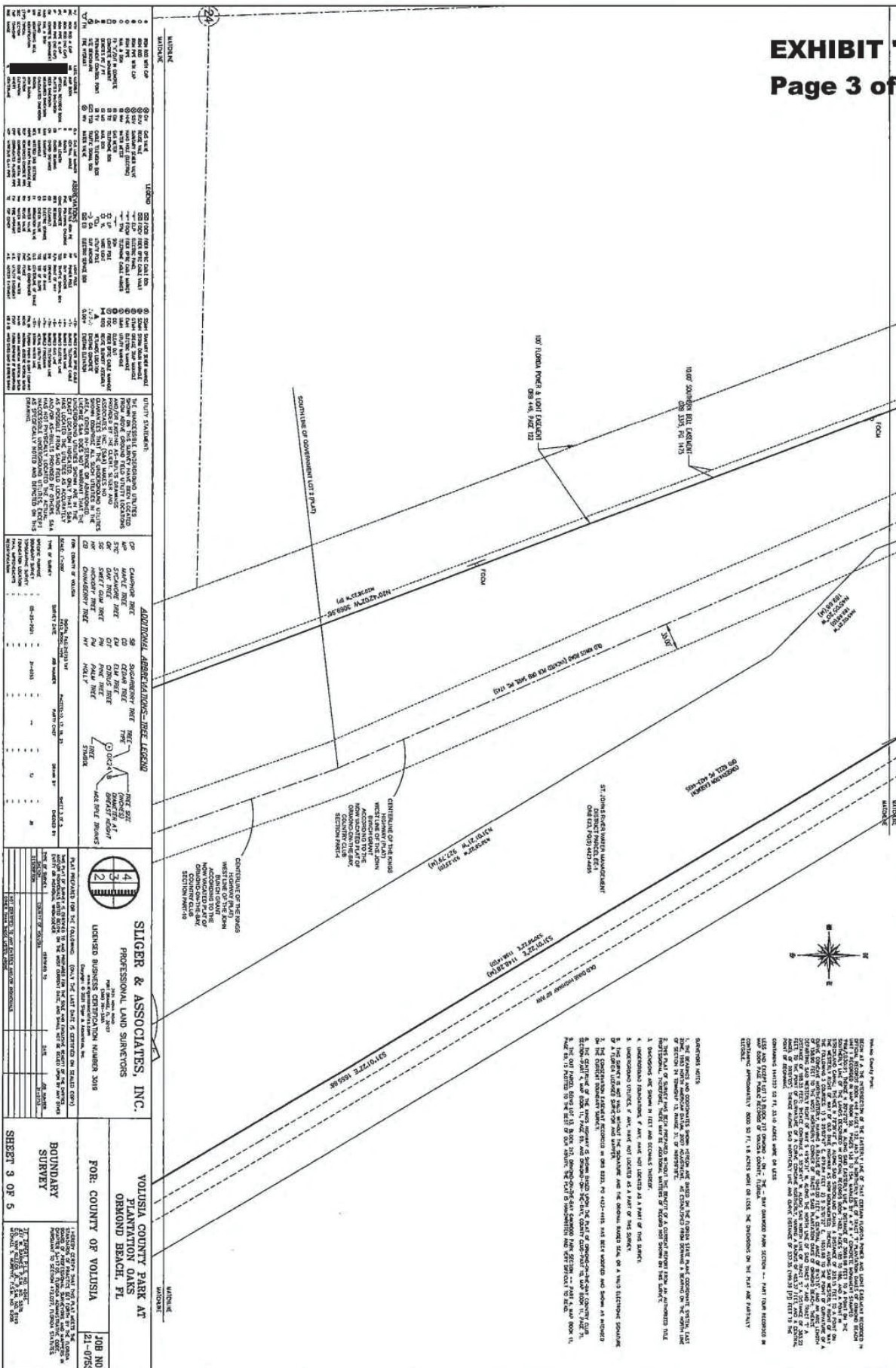


EXHIBIT "C"
Page 4 of 5

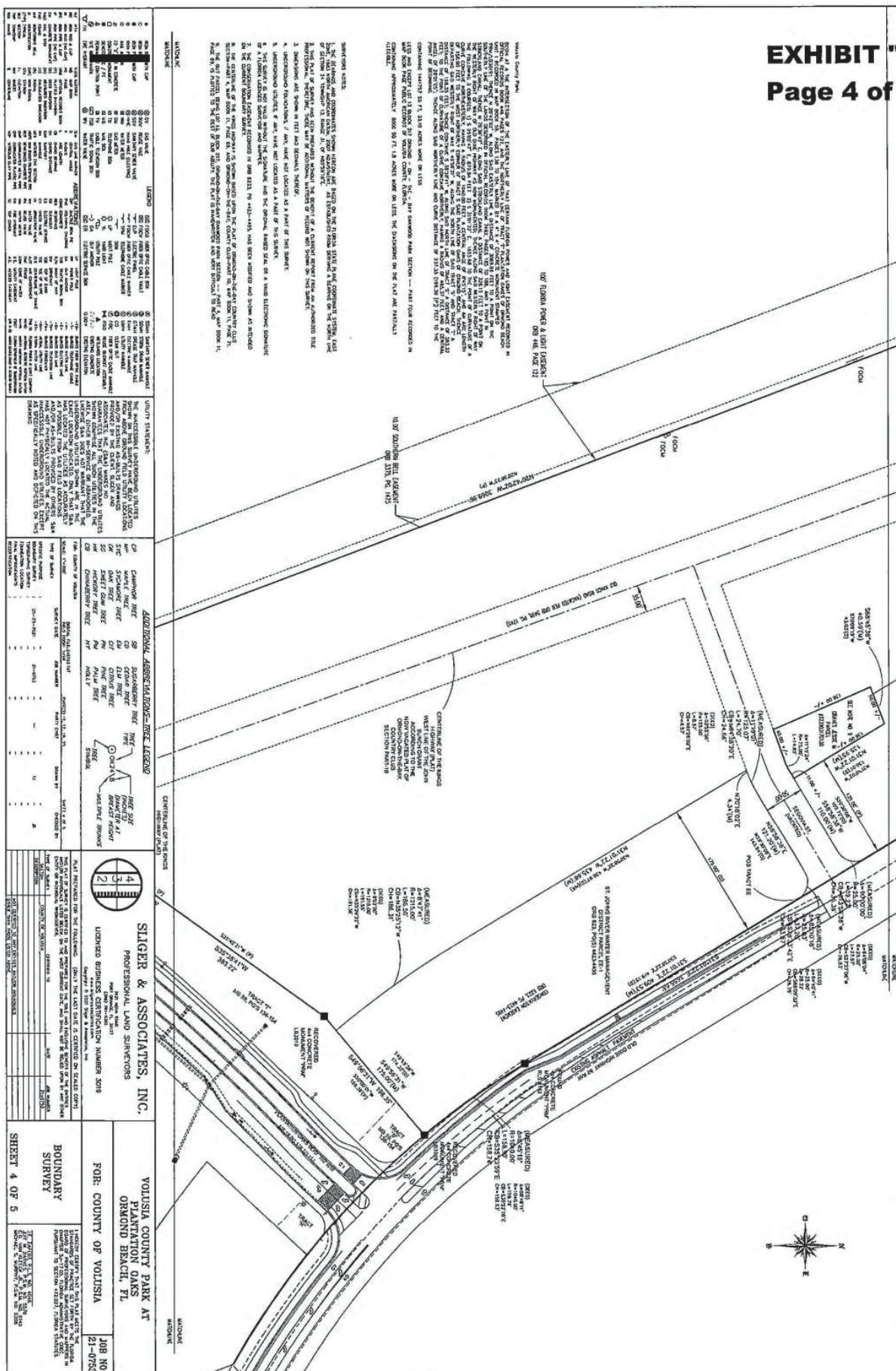
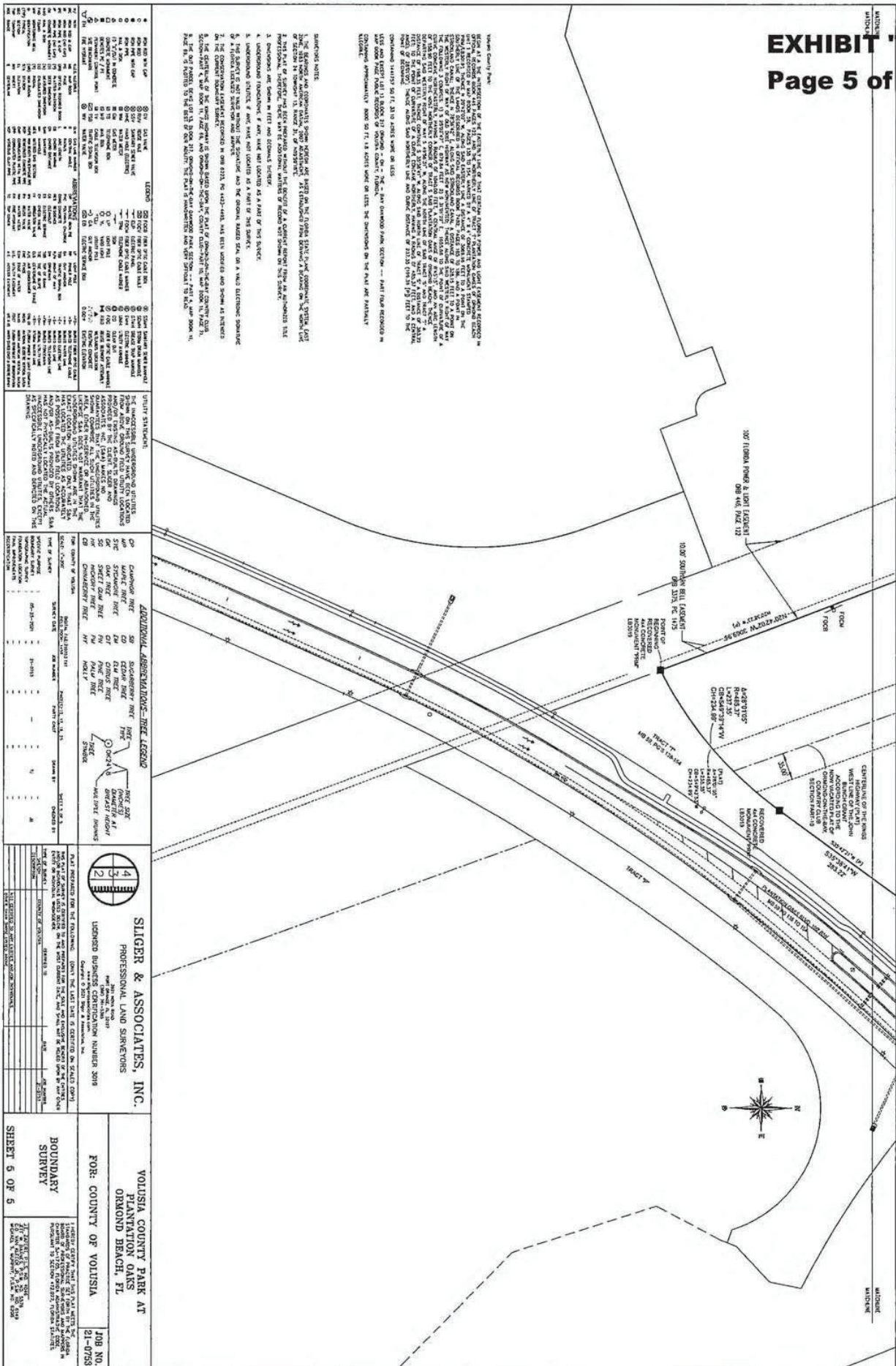


EXHIBIT "C"

Page 5 of 5



PLANTATION OAKS OF ORMOND BEACH **Summary of Major Amendment Request**

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

EXHIBIT "D"

Page 1 of 3

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

Planning Board minutes from May 9, 2024

ITEM:

PZ-2024-033

Archer's Mill, Phase 2
Final Plat

April 11, 2024

Mr. Galloway moved to approve the April 11, 2024 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. PZ 2024-033 – Archer's Mill, Phase 2 Final Plat

Mr. Spraker, Planning Director, stated that this is an application submitted from Firestar 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 300 Bracer Way. Mr. Spraker explained the three-step process, beginning with the zoning aspect and advised that the subdivision is currently under construction. Mr. Spraker concluded that final plats are reviewed by the Site Plan Review Committee (SPRC), the City Attorney's Office and the City Surveyor and the SPRC recommends approval of the Archer's Mill, Phase 2 Final Plat.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, introduced himself and stated that he is in attendance to answer any questions for the final plat.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for questions.

Mr. du Moulin asked if part of the subdivision is being built on a golf course. Mr. Mynchenberg replied that there was a plan for a golf course in 2004, but has since been eliminated. A lot of the previous plan golf course fairways and tee boxes are now all lakes, with a lot of the lots being now lakefront lots.

Board Recommendation

Chairman Thomas entertained a motion.

Ms. Shull motioned to approve PZ 2024-033 – Archer's Mill, Phase 2 Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

B. PZ 2024-035 – Archer's Mill, Phase 6 Final Plat

Mr. Spraker, Planning Director, explained the application 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 3341 Bonspiel Drive. Mr. Spraker added that phase 6 is located just below phase 2. The final plats are reviewed by the SPRC, the City Attorney and City Surveyor and the SPRC recommends approval of the Archer's Mill, Phase 2 Final Plat.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-17

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL, PHASE 2" SUBDIVISION, SHOWN WITHIN PHASE 3 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 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).

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

August 6, 2024 - City Commission

Number: 7.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-18
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Archer's Mill, Phase 6, Final Plat (SECOND READING)		
Summary:	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 46.30 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). The zoning approval for the subdivision occurred with ordinances 2021-03 and 2022-16, and the preliminary plat was approved with resolution 2023-155. 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 <u>Planning Board</u> reviewed the proposed final plat at the May 9, 2024, meeting and recommended approval by a 7-0 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 Archer's Mill, Phase 6 final plat for a 78 single-family lots on 46.30 acres.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-18 Archer's Mill, Ph6- Final Plat (P24-0110G) 2. Exhibit A, Archers Mill, Phase 6 3. 05.09.2024, Archer's Mill, Ph6 Final Plat PB Staff Report (8.5X11) 4. 05.09.2024, Planning Board minutes, AM, Ph.6 Final Plat 5. Ordinance BIE, Archer's Mill, Ph. 6 Final Plat	
Approval:	Kelly McGuire, Finance Director 7/24/2024 Shawn Finley, Assistant City Manager 7/24/2024 Joyce Shanahan, City Manager 7/31/2024	

ORDINANCE NO. 2024-18

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ARCHER’S MILL, PHASE 6” SUBDIVISION, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, 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 September 20, 2023, the City Commission approved Resolution 2023-155 approving a preliminary plat for a 78-lot subdivision known as “Archer’s Mill, Phase 6”, and

WHEREAS, on October 17, 2023, 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 November 27, 2023, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the “Archer’s Mill, Phase 6” 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 “Archer’s Mill, Phase 6” 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 the 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 “Archer’s Mill, Phase 6” 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 be 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 February 6, 2026.

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

PASSED UPON at the first reading of the City Commission, this 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SHEET 1 OF 6

A PARTIAL REAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION-PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 35 EAST, CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

U.S. HIGHWAY 95

INTERSTATE 95

DESTINATION DAYTONA

PLANTATION OAKS BOULEVARD

OLD DINE HWY.

SITE

1"=2000'

VICINITY MAP

A.	CENTURINE
CHD.	CHORD
ID.	IDENTIFICATION
LB	LICENSED BUSINESS
MB	MAP BOOK
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.G.(S)	PERMANENT CONTROL POINT(S)
P.I.	POINT OF INTERSECTION
P.L.	POINT ON LINE
P.O.C.	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
S.T.	PROFESSIONAL SURVEYOR
T.M.	POINT OF TANGENCY

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3-6	LOT AND TRACT DETAILS

- DENOTES: 3" ROUND CONCRETE MONUMENT "PRM LB 6888"
- DENOTES: 4"x4" CONCRETE MONUMENT "PRM LB 3019"
- DENOTES: 4"x4" CONCRETE MONUMENT "PRM LB 966"
- DENOTES: 1/2" IRON ROD W/ CAP LB 966
- DENOTES: NAIL AND DIEK "PCP LB 966"

NOTE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recited on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING INC.

Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

[illegible]

PROVIDED AS FOLLOWS: (A) 10.00 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. THE PLAT IS SUBJECT TO ADVANTAGES AND RESTRICTIONS RECORDED IN O.R. BOOK 640, PAGES 278 - 287A.
4. ALL LOT LINES ARE SQUARE UNLESS INDICATED AS (N), (N)-OR-SEMI-CIRCULAR.
5. THE UTILITY EXISTENCES APPLICABLE ARE AND DEPEND ON A SPOON HOLE AND OTHER UNDERGROUND PUBLIC UTILITY STRUCTURE ORIGINALLY WELLS, CABLES, CONDUITS AND ABOVE GROUND APPURTENANCE EQUIPMENT UNLESS OTHERWISE INDICATED.
6. ALL PLATTED UTILITY EXISTENCES SHALL PROVIDE THAT SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF COAL TELEVISION SYSTEMS SHALL INTERFERE WITH THE OPERATION OF ANY OTHER PUBLIC UTILITY EXISTENCE. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EXISTENCES GRANTED TO OR OWNED BY A PERSON OR PERSONS WHOSE EXISTENCE IS NOT A PUBLIC UTILITY EXISTENCE. THEREFORE, GAS OR OTHER PUBLIC UTILITY CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL PLATBOOK EDITION.
7. THIS PLAT IS SUBJECT TO THE PUBLIC INTEREST AGREEMENT FOR PLATTING (A.S. ORDINANCE 2017-10 - BOOK 796, PAGES 400-433).
8. THIS PLAT IS SUBJECT TO THE PUBLIC INTEREST AGREEMENT FOR PLATTING (A.S. ORDINANCE 2017-10 - BOOK 796, PAGES 400-433).
9. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-122, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 403, PAGES 1-10, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 1331, AS AMENDED BY RESOLUTION NO. 96-106, AND SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045.
10. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-122, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 403, PAGES 1-10, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 1331, AS AMENDED BY RESOLUTION NO. 96-106, AND SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045.
11. 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 423.
12. THIS PLAT IS AFFECTED BY PARTIAL RELEASE AND AMENDMENT TO CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 733, PAGE 417E, PUBLIC RECORD OF WYLLISA COUNTY.

1. ALL UTILITY EASEMENTS, MAINTENANCE EASEMENTS, WATER RIGHTS OR SANITARY SEWER EASEMENT ARE HEREBY GRANTED TO THE CITY OF CHANDLER, ARIZONA, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY UNDER THE EASEMENTS.

2. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PIPES, AND SHALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC.

3. CHANDLER, ARIZONA AREA IS SPECIALLY TO THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT; TRACT A TO BE OWNED AND MAINTAINED BY THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. CITY OF CHANDLER BEING TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER EASEMENT AND/OR PIPES WORK WITHIN TRACT A UTILITY EASEMENT.

4. 1. A PERPETUAL NON-EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE, ACCESS AND EGRESS OR EGRESS OF EGRESS VEHICLES AND GOVERNMENT OFFICIALS, ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND INSPECT AND TO THE CITY OF CHANDLER BEING TO BE RESPONSIBLE FOR THE MAINTENANCE THEREOF AND ACCESS AND UTILITY EASEMENT IS DEEDED TO THE CITY OF CHANDLER OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.

5. TRACT B, CHANDLER AREA IS SPECIALLY TO THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE UTILITY AND INSPECT AND TO THE CITY OF CHANDLER BEING TO BE RESPONSIBLE FOR THE MAINTENANCE THEREOF AND ACCESS AND UTILITY EASEMENT IS DEEDED TO THE CITY OF CHANDLER OVER TRACT B FOR MAINTENANCE OF UTILITIES ONLY.

6. TRACT C, CHANDLER AREA IS SPECIALLY TO THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE UTILITY AND INSPECT AND TO THE CITY OF CHANDLER BEING TO BE RESPONSIBLE FOR THE MAINTENANCE THEREOF AND ACCESS AND UTILITY EASEMENT IS DEEDED TO THE CITY OF CHANDLER OVER TRACT C FOR MAINTENANCE OF UTILITIES ONLY.

7. TRACTS D, E, F, CHANDLER AREA IS DEEDED TO THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

8. TRACT G, CHANDLER AREA IS DEEDED TO THE ARCHERS WILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, DRAINAGE, ACCESS, MAINTENANCE AND UTILITY.

9. LOT CORNERS SHOWN HEREIN WILL BE SET IN ACCORDANCE WITH CHAPTER 17.17(0919), FLORIDA STATUTES.

10. 1.00 FOOT NON-VEHICULAR ACCESS EASEMENT (NVA) DESCRIPTION: NO DRIVeways ALLOWED.

11. REMARKS:

POINT	20 FEET	ACCESSORY STRUCTURE SETBACK	7.5 FEET
HEAVY	20 FEET	SIDE YARD	
SIDE CORNER NO ACCESS	7.5 FEET	SIDE YARD CORNER NO ACCESS	15 FEET
WATERPOOT	20 FEET	FRONT YARD	20 FEET
MANHOLE BUILDING HEIGHT	35 FEET		
MANHOLE BLOS CORSE/AGE	60%		
MANHOLE LOT INTERVIEWS	75%		
MINIMUM FLOOR AREA	1,400 S.F.		

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2014.

CLERK OF THE CIRCUIT COURT IN AND FOR VCLUSA

MAP BOOK:--- PAGE:---

MAP BOOK:--- PAGE:---

[illegible]

ARROW'S MILL HOMEOWNERS ASSOCIATION, INC., THE HOME OWNERS ASSOCIATION, WILL OWN THE PRIVATE ROADWAYS, STORMWATER AREAS AND PONDS, RETAIL AND CONSERVATION AREAS AND RECREATIONAL FACILITIES. SEE THE SURRENDER'S NOTES FOR CLARIFICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2024 A.D.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware Corporation

By: _____ Chris Tyree Vice President*

WITNESSES:

Signature _____ Signature _____

First Name _____ Last Name _____
STATE OF FLORIDA COUNTY OF _____
THE FORECLOSING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL
SIGNATURE OR [] ONLINE NOTARIZATION. THE MAY 25 2024 BY

CHIEF, TRUSTEES, AND VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED [] AS IDENTIFICATION.

NOTARY PUBLIC _____
 NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____
CERTIFICATE OF SURVEYOR:
 I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED.
 THE SURVEYOR'S SIGNATURE AND SEAL ARE REQUIRED TO BE AFFIXED TO THIS CERTIFICATE.

THE FLORIDA STATUTES, I FORMER ENTITY THAT HAVE COMBLED WITH THE INTERESTS OF CHARACTER (177000) BECAUSE OF ENOUGH (BEFORE VARIOUS EVENTS, THAT THE LAND IS LOCATED WITHIN THE CITY OF GROUND BEACH, ALACHUA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND WARREN PURSUANT TO SECTION 177.006 OF THE FLORIDA STATUTES.

Dated Registration No. 5700
Professional Surveying Certificate of Authorization No. L.B. 966
JOHNSTON'S
SURVEYING, INC.
900 Cross Pkwy. Parkway
Kalamazoo, Mich. 49004
Tel. (407) 847-2179 Fax (407) 847-8140

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

DATE: 2024

CITY REGISTERED SURVEYOR

MICHAEL E. AWAD PSM NO. 5574

UPHAM INC. L.B. NO. 03612

SEAL

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 FOLLOWING PLAT _____

BY _____ MAYOR

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2024, THIS PLAN WAS APPROVED.

CITY ENGINEER
CITY OF ORLAND BEACH, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL:

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2024, THIS PLAT WAS

BY CITY ATTORNEY
CITY OF ORLAND BEACH, FLORIDA

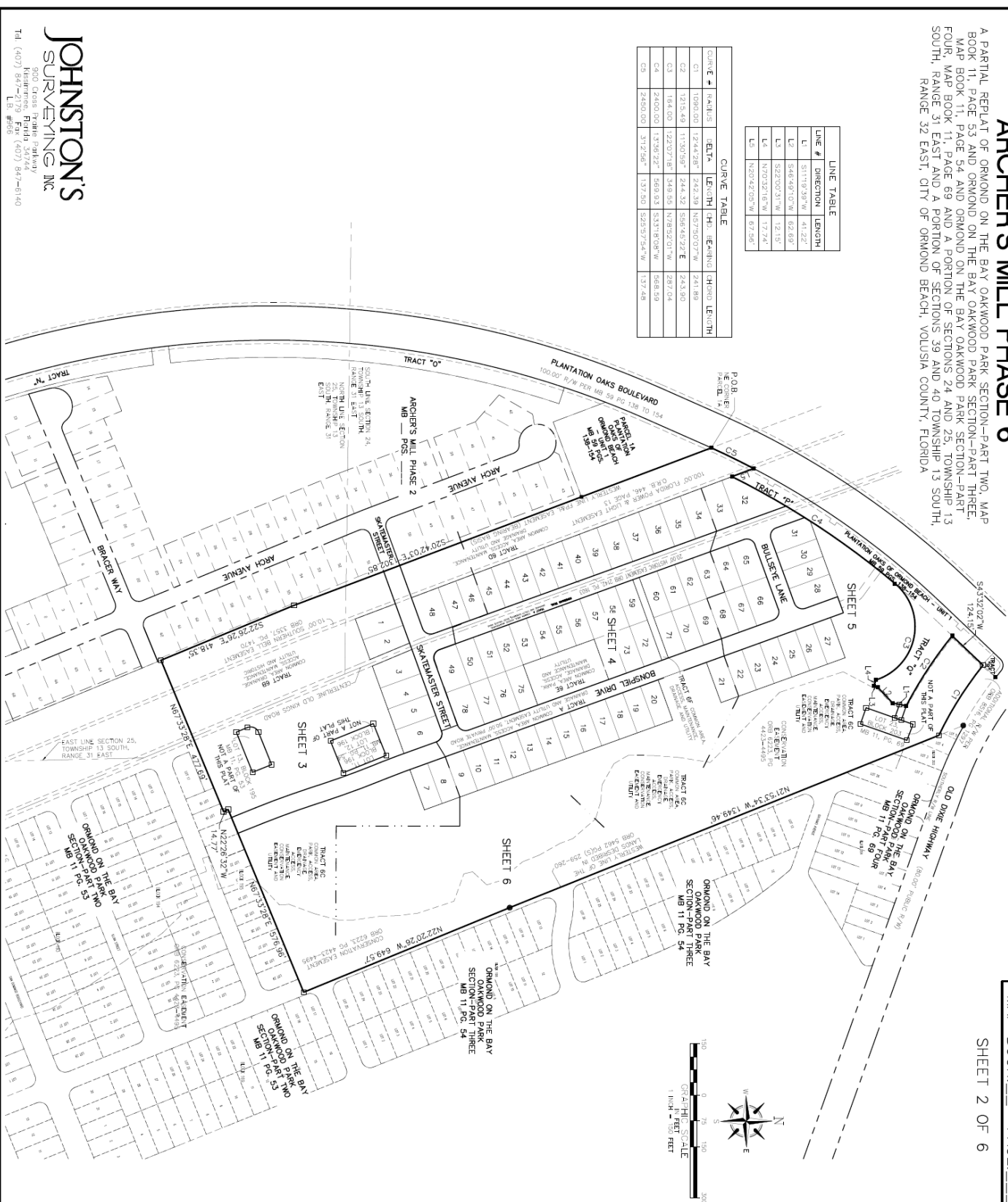
ARCHER'S MILL PHASE 6

MAP BOOK: ___ PAGE: ___

Page 664 of 977

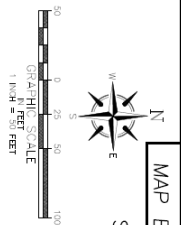
LINE #	DIRECTION	LENGTH
L1	S111°39'W	41.22'
L2	S46°49'10"W	62.69'
L3	S22°00'31"W	12.15'
L4	N70°32'16"W	17.74'
L5	N20°42'05"W	67.96'

CURVE →				CURVE TABLE	
RAILS	ΔE/L	LENGTH	BEARING	CHORD	LENGTH
C1	1090.00	12°42'38"	242.39	N67°50'07"W	241.88
C2	1215.49	11°30'59"	244.52	S66°45'27"E	243.90
C3	164.00	122°07'31"	319.55	N78°52'01"W	287.04
C4	2460.00	1°35'52"	569.83	S33°18'08"W	568.59
C5	2450.00	31°2'56"	137.50	S25°5'54"W	137.48



ARCHER'S MILL PHASE 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION-PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



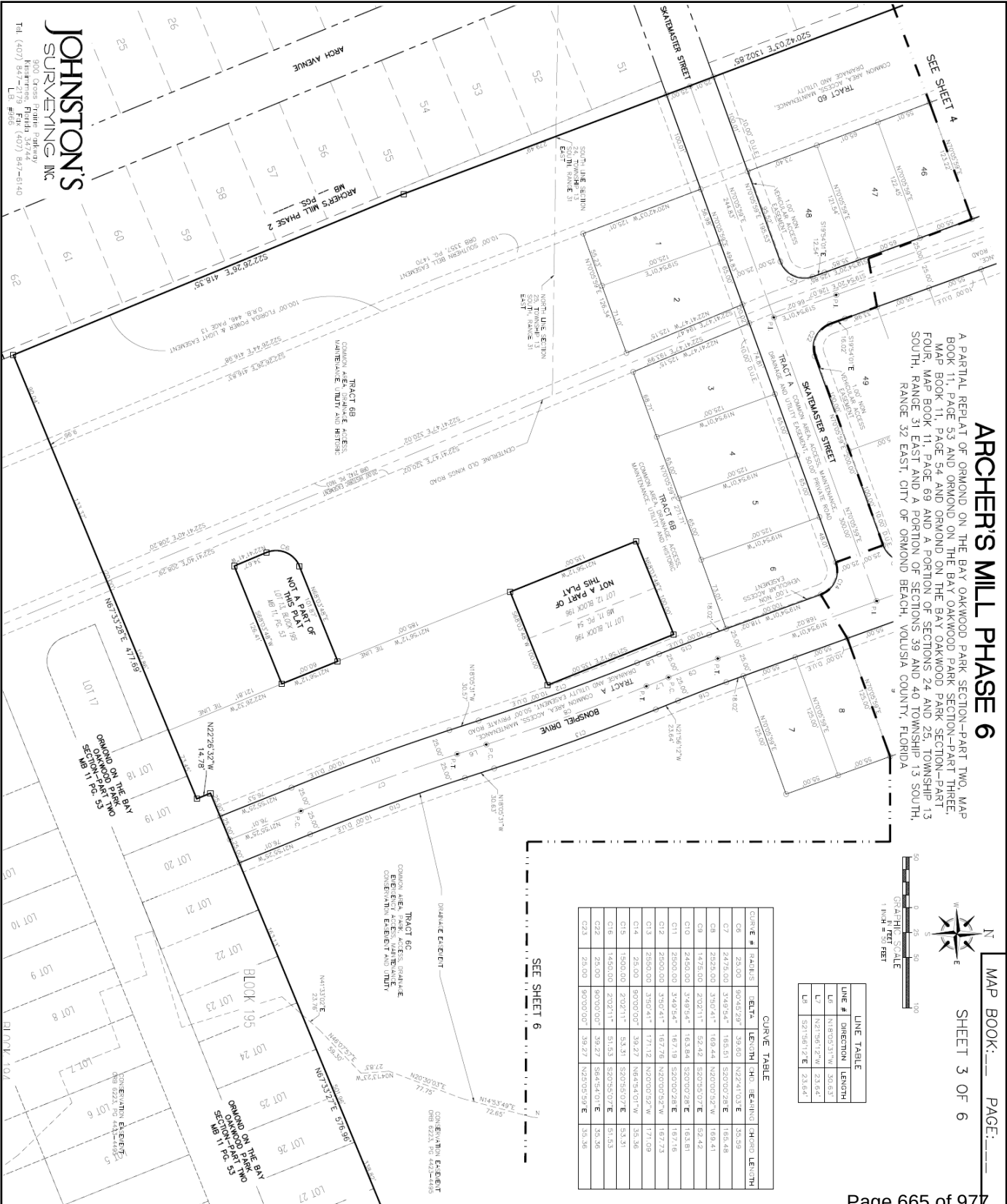
MAP BOOK: _____ PAGE: _____

SHEET 3 OF 6

LINE TABLE	
LINE #	DIRECTION LENGTH
L6	N18°02'31"W 30.63
L7	N42°36'12"W 23.64
L8	S27°36'12"E 23.64

CURVE TABLE				
CURVE #	RAIUS	DELTA	LENGTH	CHORD LENGTH
C6	25.00	S0°45'29"	39.60	N22°41'03"E 35.36
C7	2475.00	S4°09'54"	165.53	S23°02'28"E 165.48
C8	2553.00	S3°04'41"	169.44	N20°00'52"W 169.41
C9	1475.00	S2°21'11"	92.42	S2°55'07"E 92.42
C10	2450.00	S4°09'54"	163.84	S2°00'28"E 163.81
C11	2500.00	S4°09'54"	167.18	S2°00'28"E 167.16
C12	2500.00	S3°04'41"	167.78	N2°00'52"W 167.73
C13	2550.00	S3°04'41"	171.12	N2°00'52"W 171.08
C14	2850.00	S0°00'00"	39.27	N6°45'40"W 35.36
C15	1500.00	S2°21'11"	53.53	S2°55'07"E 53.53
C16	1450.00	S2°21'11"	51.53	S2°55'07"E 51.53
C22	2500	S0°00'00"	39.27	S6°45'07"E 35.36
C23	2500	S0°00'00"	39.27	N2°00'52"E 35.36

SEE SHEET 6



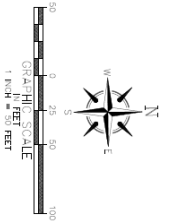
JOHNSTON'S
SURVEYING, INC.
800 CROSS FARM DRIVE
TALLAHASSEE, FL 32310
TEL (407) 847-2179 FAX (407) 847-6140
L.B. #066

[illegible]

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EXHIBIT "A"
Page 5 of 6



CURVE #	TRAILING	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1090.00	124.4428°	242.39	N07°10'07"W	241.89
C2	1215.48	113°00'09"	244.32	S08°43'22"E	242.90
C3	164.00	122°07'18"	343.53	N28°52'07"W	287.04
C4	3400.00	133°36'22"	569.93	S33°16'08"W	568.50
C5	2460.00	31°23'36"	133.60	S25°57'54"W	133.48
C18	25.00	90°00'00"	39.27	N48°54'01"E	35.36
C19	25.00	90°00'00"	39.27	N25°05'59"E	35.36
C20	25.00	90°00'00"	39.27	S27°05'58"W	35.36
C21	25.00	90°00'00"	39.27	S64°34'01"E	35.36
C24	60.00	31°43'50"	33.23	N48°00'11"W	32.81
C25	40.00	31°43'50"	22.19	N48°00'11"W	21.87
C26	2460.00	339°28'	187.18	S28°47'19"W	187.15
C27	2399.99	0°48'02"	32.14	S31°10'04"W	32.14
C28	2460.00	0°45'13"	31.80	S31°55'52"W	31.80
C29	2399.99	0°28'54"	18.78	S32°32'05"W	18.78
C30	2460.00	7°20'47"	307.72	S36°23'58"W	307.91
C31	1215.00	113°11'18"	244.33	S56°41'37"E	242.91
C32	2460.00	0°17'28"	12.31	S26°58'46"W	12.31

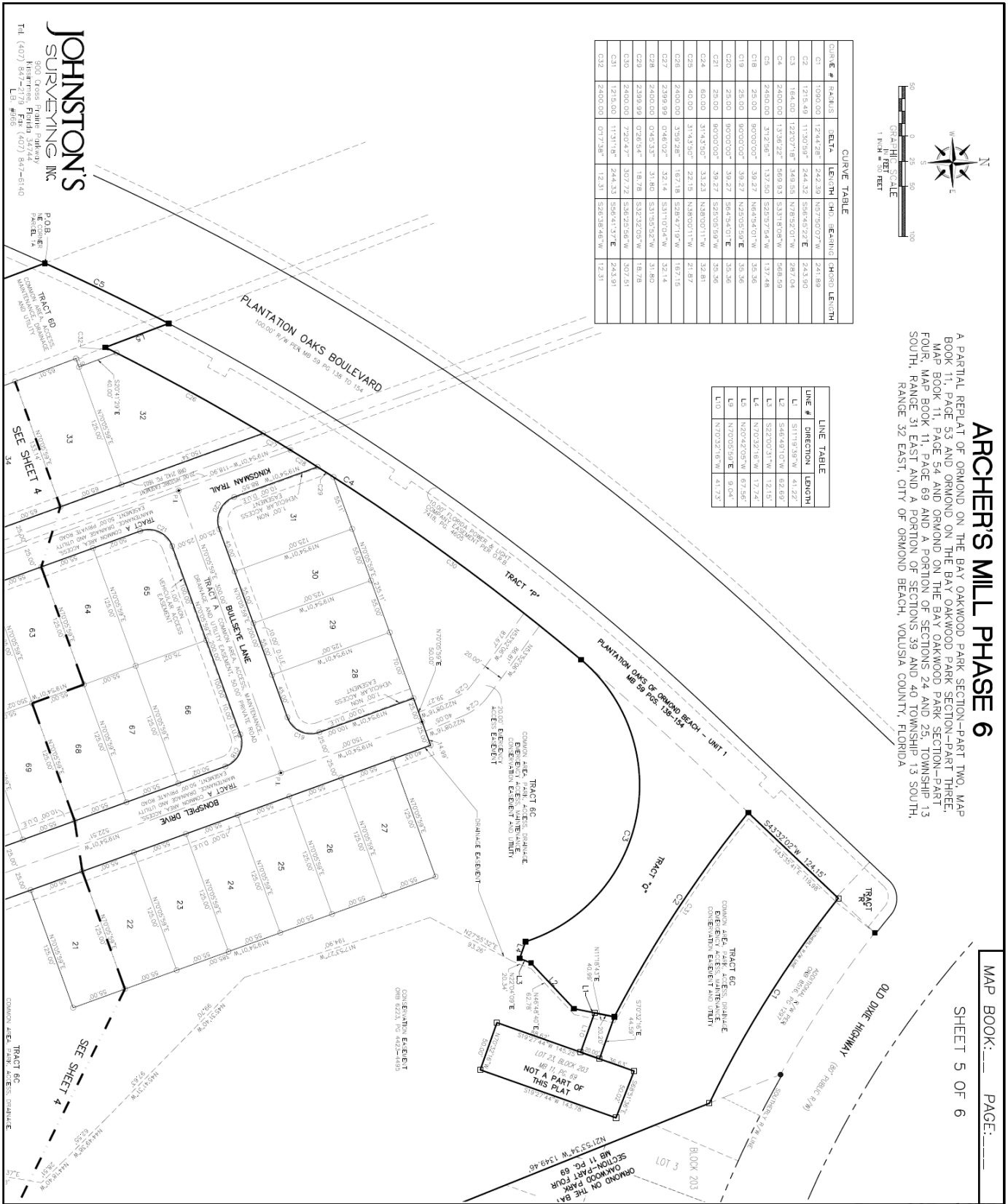
LINE #	DIRECTION	LENGTH
L1	S11°19'58"W	41.22'
L2	S48°49'10"W	62.62'
L3	S27°02'37"W	12.15'
L4	N19°32'18"W	12.74'
L5	N10°42'05"W	67.26'
L6	N10°00'58"E	9.04'
L10	N10°52'18"W	41.73'

ARCHERS MILL PHASE 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION--PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION--PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION--PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 5 OF 6



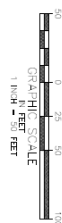
ARCHER'S MILL PHASE 6

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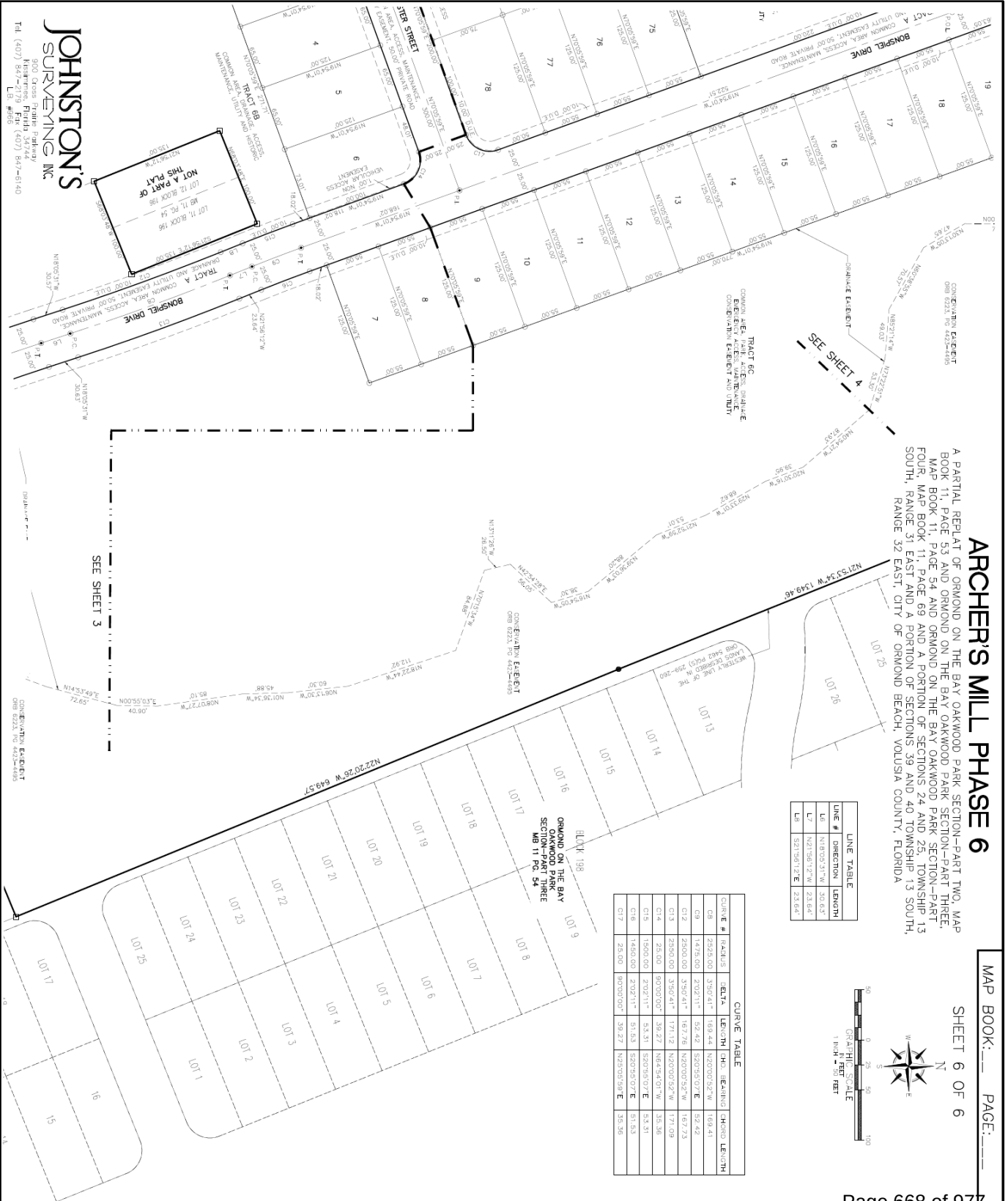
SHEET 6 OF 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION-PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18°05'31"W	30.03'
L2	N21°58'17"W	23.64'
L3	S21°58'17"E	23.64'



CURVE TABLE				
CURVE #	RAIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2525.00'	370°41'	N07°00'52"W	169.41'
C2	1475.00'	270°11'	S20°55'07"E	92.42'
C3	2585.00'	350°41'	N07°00'52"W	169.41'
C4	255.00'	90°00'00"	N64°54'07"W	35.36'
C5	1500.00'	270°11'	S20°55'07"E	92.42'
C6	1480.00'	270°11'	S20°55'07"E	92.42'
C7	25.00'	90°00'00"	N20°00'59"E	30.36'



JOHNSTON'S
SURVEYING, INC.
800 Cross Fairs Parkway
Kissimmee, Florida 33744
Tel: (407) 567-7777 Fax: (407) 567-6640
L3 #406



PLANNING BOARD STAFF REPORT

Archer's Mill, Phase 6, Final Plat
Project Number: PZ 2024-035

PLANNING BOARD DATE:	May 9, 2024
TENTATIVE CITY COMMISSION DATES:	July 23, 2024 (first reading), August 6, 2024 (second reading)
APPLICANT:	Forestar USA Real Estate Group, Inc.
LOCATION:	3665 Bonspiel Drive, (Volusia County parcel ids 3125-00-00-0012, 3124-00-00-0023 and 3239-01-01-0011) Phase 3 of the Plantation Oaks Planned Residential Development
REQUEST:	Final plat approval for 78 single-family lots on 46.54 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 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).

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.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.

Action/Approval date	Description
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 <u>14.35-acre</u> school site as <u>indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach</u> to the Volusia County School Board, <u>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.</u>
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" Resolution #2012-24 Amendment. • Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two</u>

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	<u>(2) 9-foot-tall brick columns with two (2) signs (1 per column)</u> 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 <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

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. Its condition is that 427 units are allowed to be constructed until additional utility improvements are made.
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 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 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	Volusia County Park & Plantation Oaks	Recreation/ Open Space & "Low Density Residential"	Special Environmental
South	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development
East	Plantation Oaks	"Volusia County Urban Low Intensity"	Volusia County R-3, Urban Single-Family
West	Plantation Oaks	"Low Density Residential"	PRD, Planned Residential Development

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.

Phase	Unit/Phase	Type	Lots	Status
1	A (Fountain View, Phase 1A)	Single-Family	121	1. <u>Preliminary plat</u>: (Resolution 2021-100). 2. <u>Final plat</u>: (Ordinance 2022-17). 3. Infrastructure construction completed. 4. Single-family houses under construction.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. <u>Preliminary plat</u>: (Resolution 2024-29). 2. <u>Final plat</u>: April 11, 2024 Planning Board. May 21, 2024, & June 4, 2024, City Commission. 3. Infrastructure construction underway.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. <u>Preliminary plat</u>: (Resolution 2024-55).
1	D (Fountain View, Phase 1D)	Single-Family	103	Under application: The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
1	E (Fountain View, Phase 1E)	Single-Family	110	The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
1	F (Fountain View, Phase 1F)	Single-Family	97	The Planning Board recommended approval on April 11, 2024, and the City Commission meeting is scheduled for May 21, 2024.
3	Phase 1 Archer's Mill	Single-Family	94	1. <u>Preliminary plat</u>: (Resolution 2023-32). 2. <u>Final plat</u>: (Ordinance 2023-50). 3. Infrastructure construction underway.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 2 Archer's Mill	Single-Family	68	1. <u>Preliminary plat</u> : (Resolution 2023-117). 2. Infrastructure construction underway. 3. Planning Board review on May 9, 2024, and City Commission review is scheduled for July 23, 2024, and August 6, 2024.
3	Phase 3 Archer's Mill	Single-Family	59	1. <u>Preliminary plat</u> : (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. <u>Preliminary plat</u> : (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. <u>Preliminary plat</u> : (Resolution 2023-154). 2. Infrastructure construction underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. <u>Preliminary plat</u> : (Resolution 2023-155). 2. Infrastructure construction underway. 3. Planning Board review on May 9, 2024, and City Commission review is scheduled for July 23, 2024, and August 6, 2024.
4	Bradford Lakes	Single-Family	80	1. <u>Preliminary plat</u> : (Resolution 2023-156). 2. Infrastructure construction underway.

Key aspects of the Archer's Mill Phase 6 subdivision include:

1. The subject property is part of Phase 3 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' wide and 100' deep. The plat shows typical lot dimensions of 55' by 125'.
4. The subdivision phase is bounded by the 100 Florida Power & Light easements along the western property boundary.

5. The eastern portion of the property has an existing conservation easement that abuts the state park.
6. Access is provided through Archer's Mill, phases 2 and 5.
7. There is an emergency access easement to Plantation Oaks Boulevard.
8. There are out parcels in the plat.
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 currently 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, but there is an active Land Development Code amendment that would require 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 2023-155; 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 Homeowners' 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 Archer's Mill, Phase 6, which consists of 78 single-family lots on 46.54 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 2023-155

Attachment 3: Final plat

Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

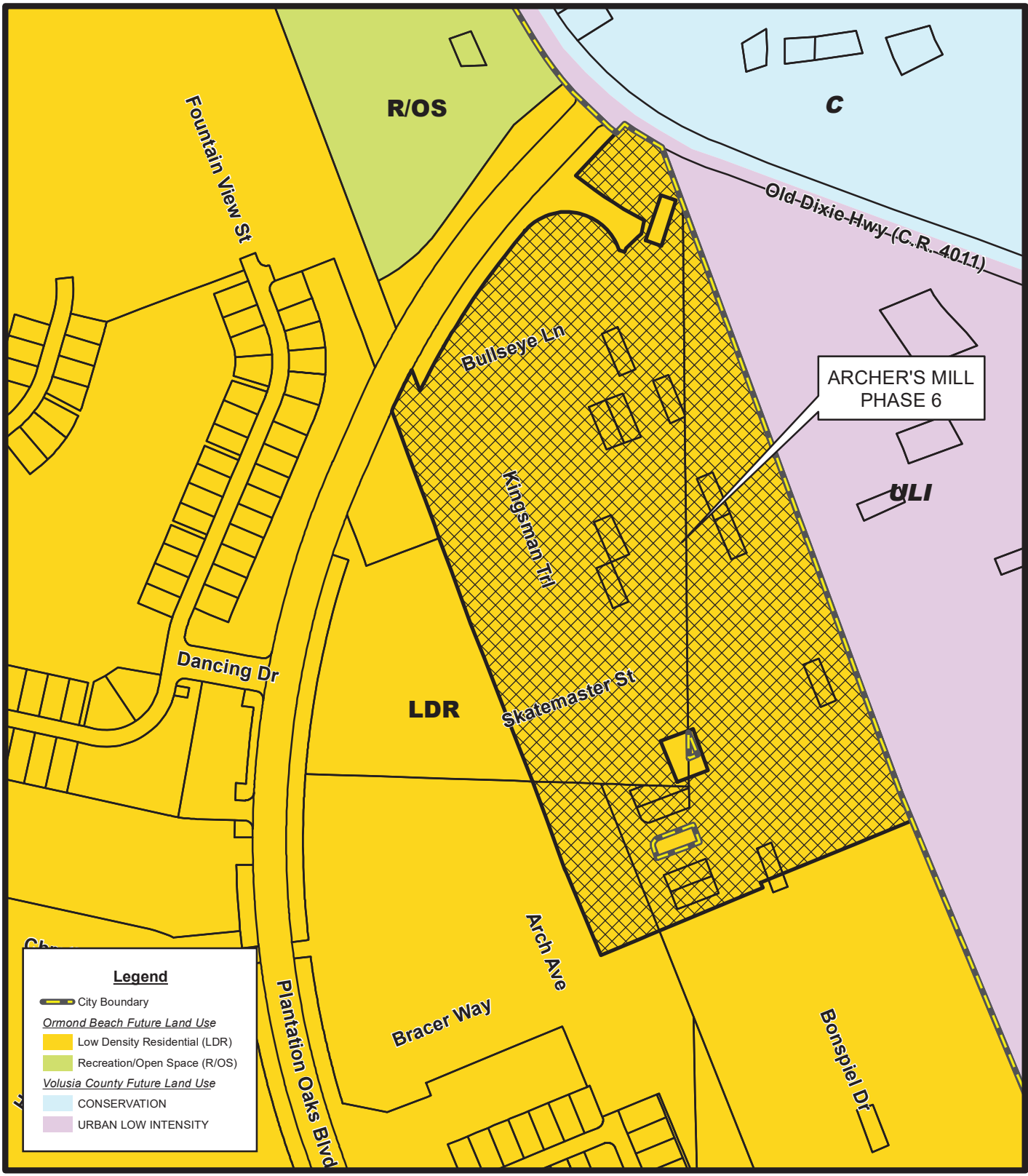
Project Maps



AERIAL MAP ARCHER'S MILL - PHASE 6

Prepared By: The City of Ormond Beach
G.I.S. Department - July 19, 2023

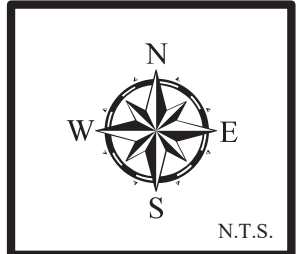


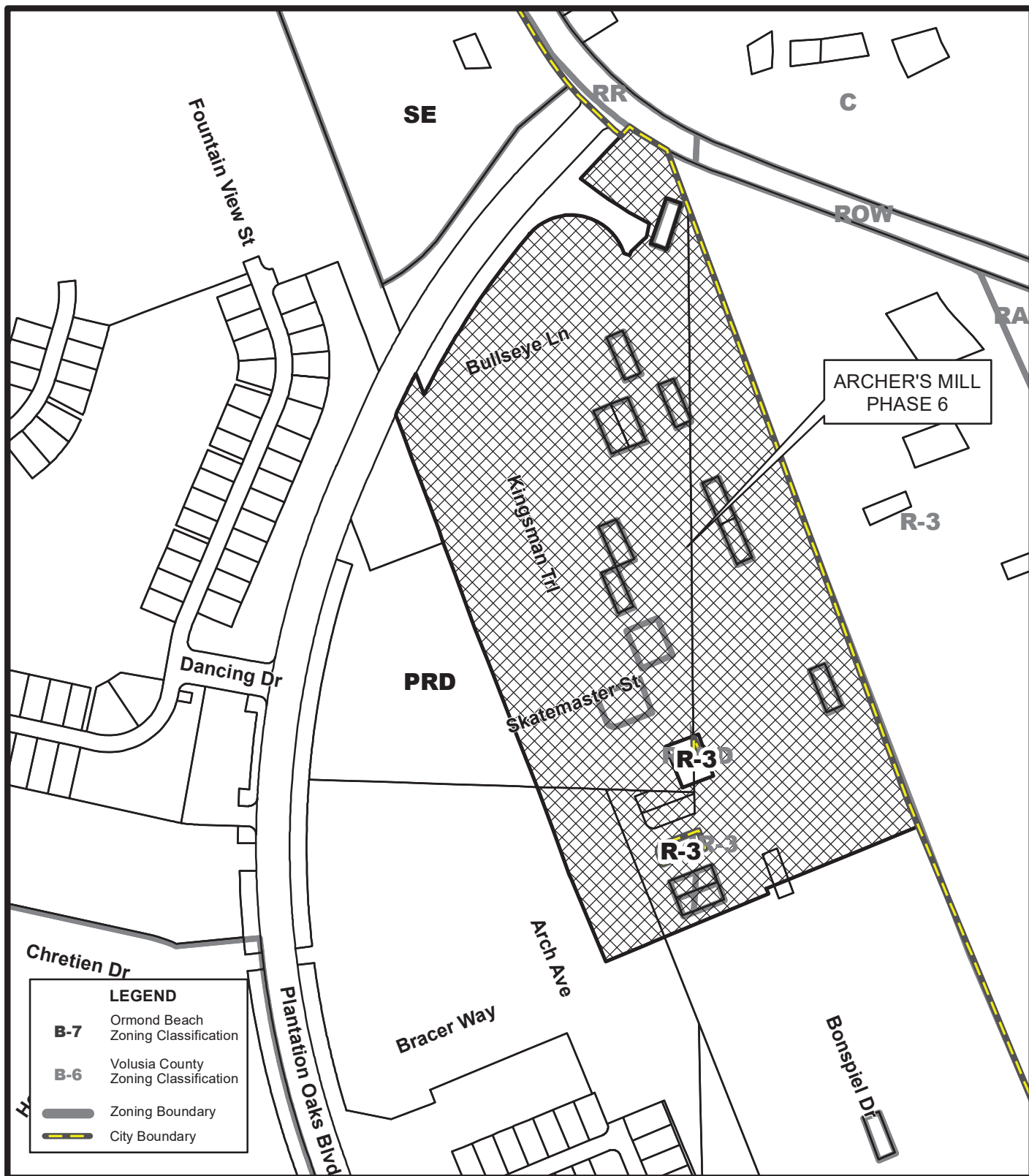


FUTURE LAND USE MAP

ARCHER'S MILL - PHASE 6

Prepared By: City of Ormond Beach
G.I.S. Department - April 11, 2024

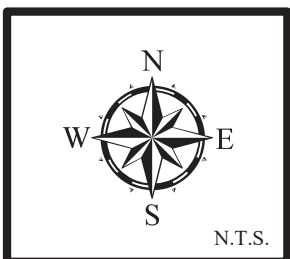




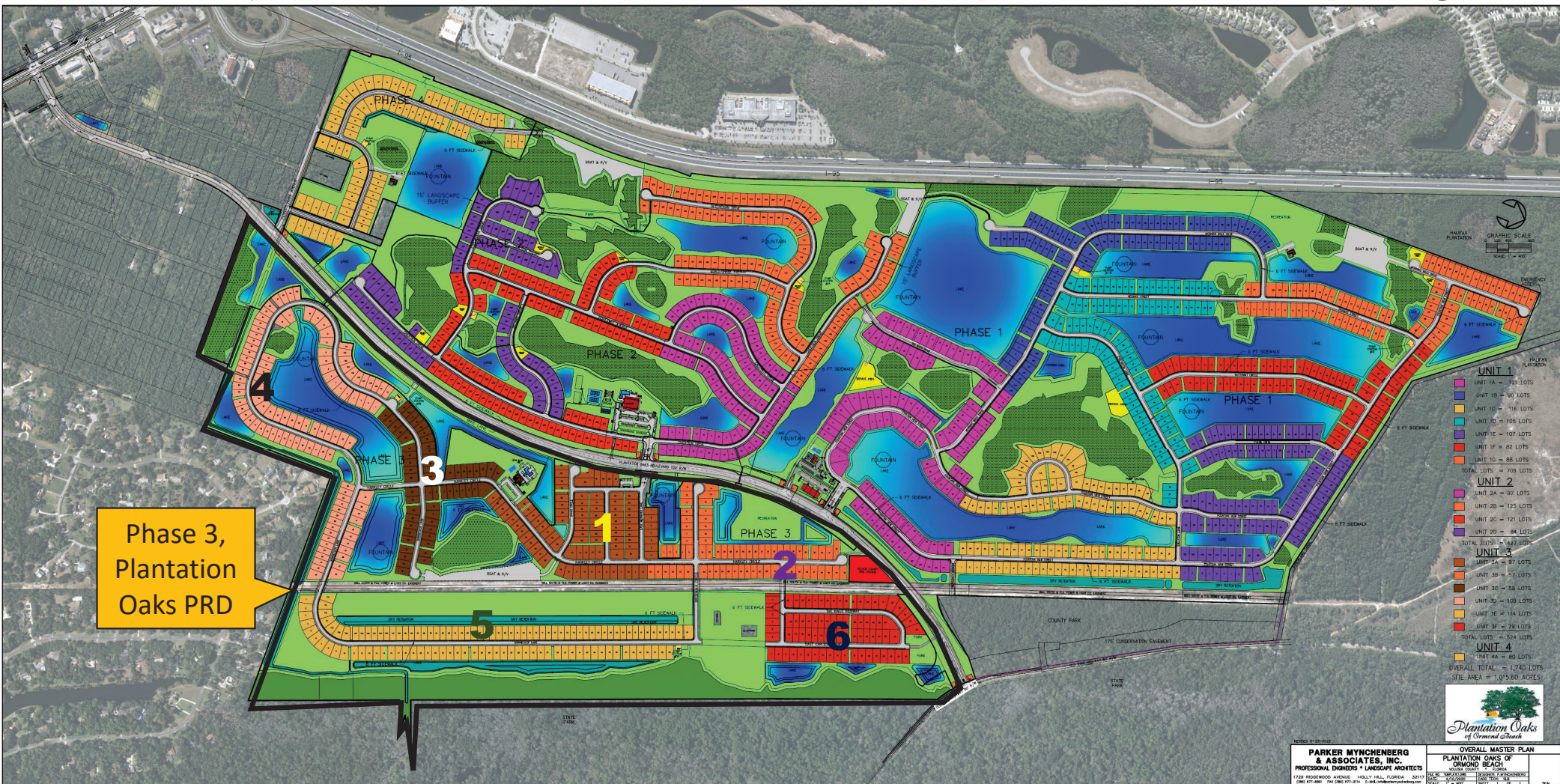
ZONING MAP

ARCHER'S MILL - PHASE 6

Prepared By: City of Ormond Beach
G.I.S. Department - April 11, 2024

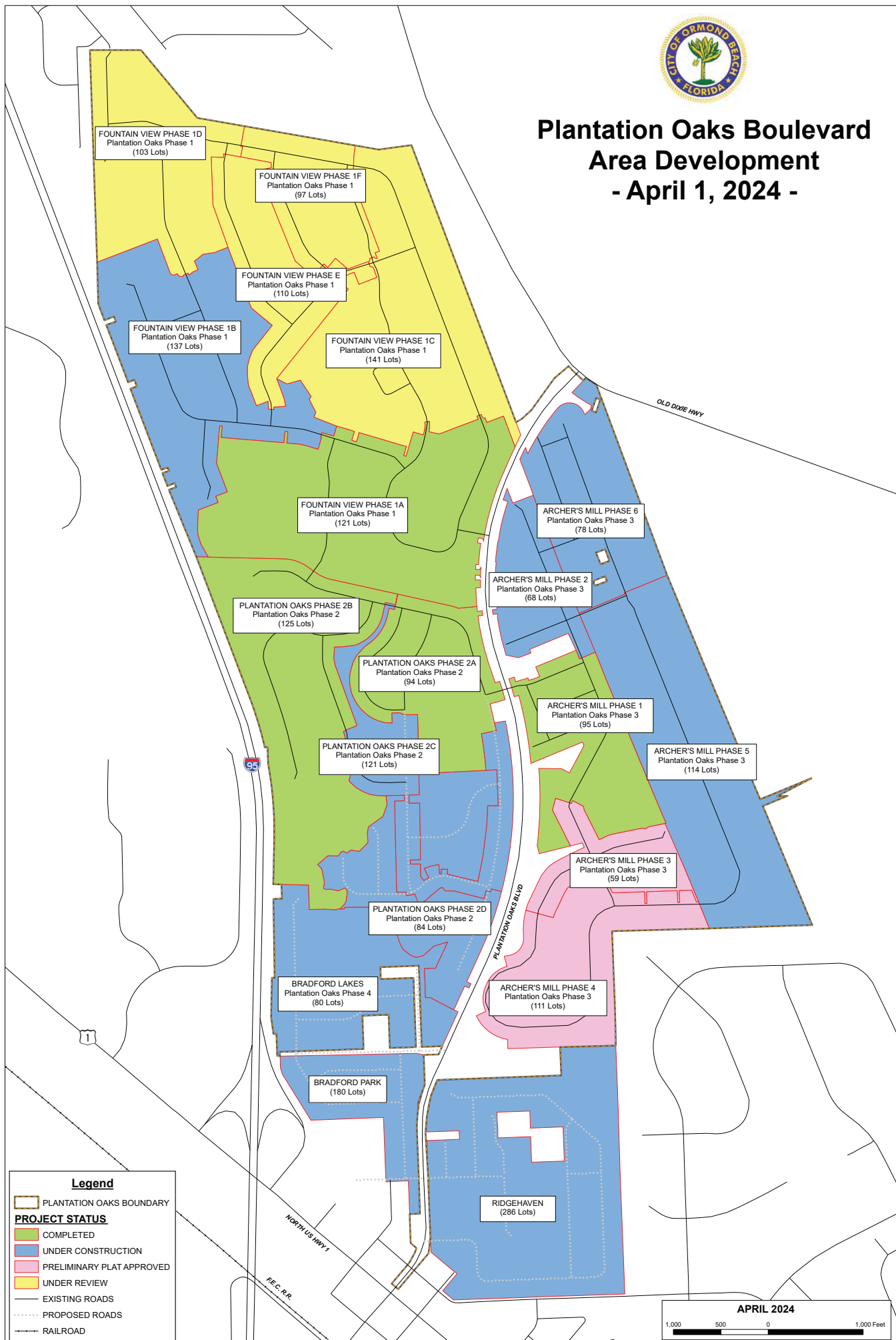


Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing





Plantation Oaks Boulevard Area Development - April 1, 2024 -



ATTACHMENT 2

Preliminary Plat, Resolution
2023-155

RESOLUTION NO. 2023-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 6”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a Plantation Oaks of Ormond Beach LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 6”, 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 “Archer’s Mill Phase 6” is shown within Phase 3 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and the 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 78-lot preliminary plat for the “Archer’s Mill Phase 6” 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 No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **September 20, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the “Archer’s Mill Phase 6” subdivision.

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

APPROVED AND AUTHENTICATED, this 20th day of September, 2023.

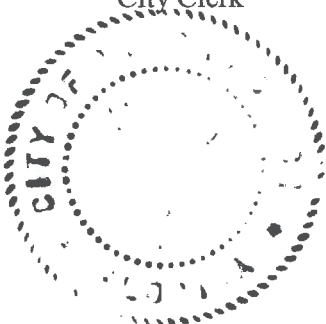


BILL PARTINGTON
Mayor

ATTEST:



SUSAN CARROLL DAUDERIS
City Clerk

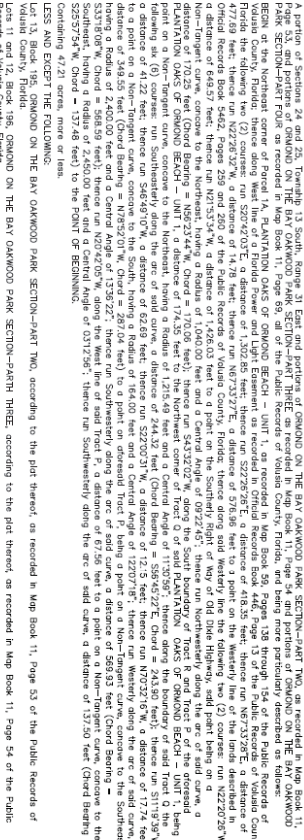


MAP BOOK: _____ PAGE: _____

PAGE:

DEDICATION: INSPIRED BY THE GREAT FORESTRA (USA) REAL ESTATE GROUP INC., THE OWNER OF THE TRACT, HAS DONATED THE TRACT TO THE FORESTRA FOUNDATION, A 501(C)(3) NON-PROFIT IN THE CITY OF CHANDLER, ILL. THE FOUNDATION WILL MAINTAIN THE TRACT FOR THE USE AND ENJOYMENT THEREIN.

ITED TO THE ARCHER'S WILL HOWE

[illegible][illegible]

1. THE BEARINGS SHOWN HEREON ARE ASSUMED BASED WESTERLY LINE OF FLORIDA POWER & LIGHT EASTEND AS BEING S20°42'03"E.
2. ORANGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10.00 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
- THIS PLAN IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR AMERICA'S WILL, HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____ PAGES _____

COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____ PAGES _____

4. ALL LOT LINES, ALONG CURVES, ARE RADIAL, UNLESS INDICATED AS (NR), NON-RADIAL.

5. THE UTILITY EXEMPTIONS REFERENCED ABOVE AND IDENTIFIED AS SHOWN HEREIN ARE GRANTED AND CONVERTED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EXEMPTIONS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WREDS, CABLES, CONDUITS AND ABOVE GROUND APPURTENANCE EQUIPMENT) UNLESS OTHERWISE INDICATED.

- [illegible]

ALL UTILITY ACCESS AND MAINTENANCE EXPENSES WERE PAID BY SANITARY SEWER GRANTY AND/OR POWER WARE ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORLANDO BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

1. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, POND, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ANCHER'S MILL HOMEOWNERS ASSOCIATION INC.

2. TRACT A PRIVATE ROAD COMMON AREA IS DEEDICATED TO THE ANCHER'S MILL HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS. TRACT A TO BE OWNED AND MAINTAINED BY THE ANCHER'S MILL HOMEOWNERS ASSOCIATION INC. CITY OF ORLANDO BEACH TO BE RESPONSIBLE FOR ANY OTHER OR SANITARY SEWER GRANTY AND/OR POWER WARE WITHIN TRACT A UTILITY MAINTENANCE.

A PERPETUAL NON EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OF EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.

ATTEST _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 2023, THIS PLAN WAS APPROVED.

MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM BLDG COVERAGE	60%
MAXIMUM LOT IMPERVIOUS	75%
MINIMUM FLOOR AREA	1,400 S.F.

CERTIFICATE OF CLERK:
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FLOODING PLAT IN FURNISH WITH ALL THE REQUIREMENTS OF CHAPTER 176, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL:
THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2023, THIS PLAT WAS
APPROVED:
BY: _____
CITY ATTORNEY _____
CITY OF GORNO _____
BEACH, FLORIDA _____

EXHIBIT "A"

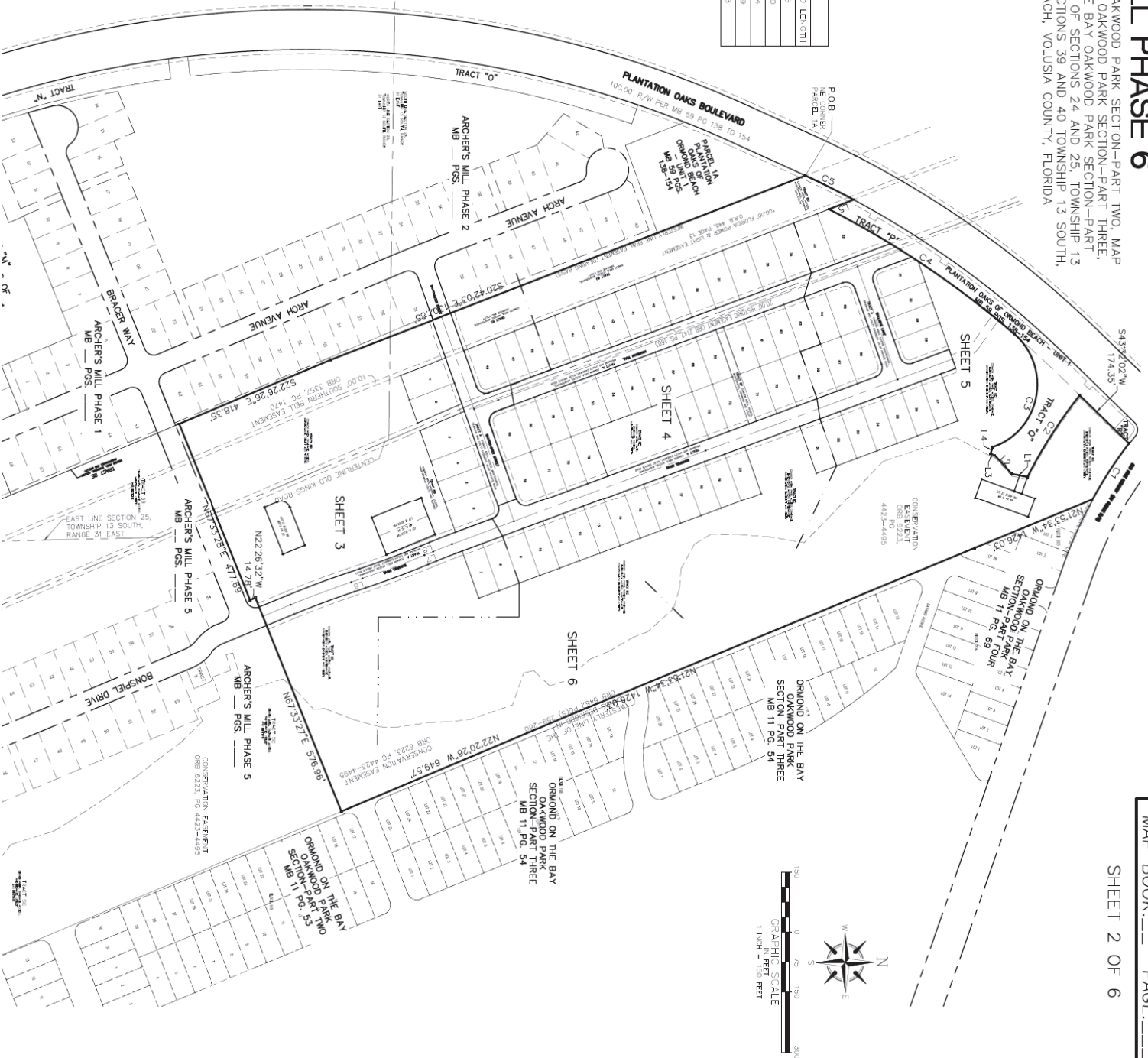
Page 2 of 6

ARCHER'S MILL PHASE 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION-PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S171°30'W	41.22'
L2	S46°49'0"W	62.69'
L3	S22°00'31"W	12.15'
L4	N70°32'16"W	17.74'
L5	N20°42'05"W	67.58'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING
C1	1040.00	9°22'45"	170.29	S66°23'44"W
C2	1215.48	11°30'59"	244.32	S56°45'22"E
C3	164.00	122°07'18"	349.55	N78°52'01"W
C4	2400.00	13°26'22"	589.93	S33°18'06"W
C5	2450.00	37°25'56"	137.50	S25°37'54"W



MAP BOOK: PAGE:

SHEET 2 OF 6



CURVE TABLE				
CURVE	RAILS	DELTA	LENGT ^H	LENGT ^H
C6	25.00	90°45'29"	39.60	N24°10'1"E 33.59
C7	24.75	90°45'34"	165.51	N20°02'52"E 165.48
C8	24.25	90°46°1"	169.44	N20°00'32"W 169.41
C9	14.75	90°46°1"	52.42	S20°55'07"E 52.42
C10	24.50	90°46°1"	163.84	S20°02'28"E 163.81
C11	22.50	90°46°34"	167.19	S20°02'28"E 167.16
C12	22.50	90°46°34"	167.76	N20°00'52"W 167.73
C13	22.50	90°46°34"	171.12	N20°00'52"W 171.09
C14	20.00	90°07'00"	39.27	N64°53'07"W 35.36
C15	15.00	90°21°1"	53.31	S20°55'07"E 53.31
C16	14.50	90°21°1"	51.53	S20°55'07"E 51.53
C22	25.00	90°07'00"	39.27	N64°53'07"E 35.36
C23	25.00	90°07'00"	39.27	N64°53'07"E 35.36

SEE SHEET 6



900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

Page 693 of 977

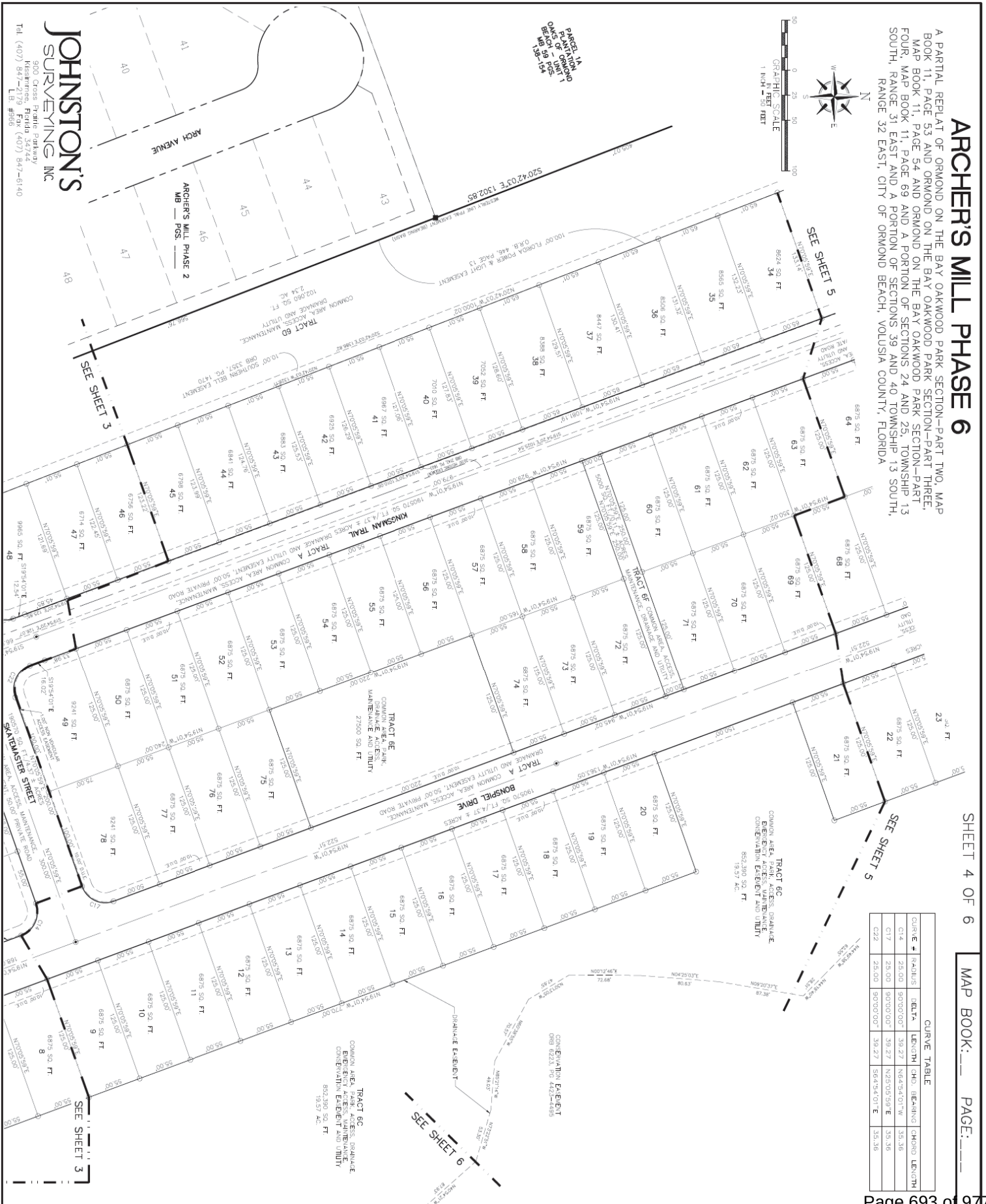
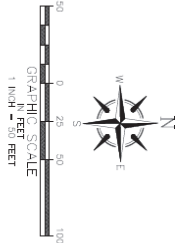


EXHIBIT "A"
Page 5 of 6



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	1040.00	92°22'45"	170.25	N56°23'44"W
C2	1215.49	11°30'59"	244.32	S56°45'22"E
C3	164.00	122°07'18"	349.53	N7°52'01"W
C4	2400.00	13°08'22"	569.93	S31°16'08"W
C5	2450.00	31°25'56"	137.50	S25°37'54"W
C18	25.00	90°00'00"	39.27	N64°54'01"W
C19	25.00	90°00'00"	39.27	N25°05'59"E
C20	25.00	90°00'00"	39.27	S64°54'01"E
C21	25.00	90°00'00"	39.27	S25°05'59"W
C24	60.00	31°43'50"	33.23	N48°00'11"W
C25	40.00	31°43'50"	22.19	N48°00'11"W
C26	2400.00	41°7'06"	179.48	S22°38'30"W
C27	2399.99	0°48'02"	32.14	S31°10'04"W
C28	2400.00	0°48'13"	31.80	S31°05'52"W
C29	2399.99	0°26'54"	18.78	S32°30'05"W
C30	2400.00	7°20'47"	307.72	S56°25'56"W
C31	1215.00	11°31'18"	244.33	S56°41'37"E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S11°19'39"W	41.22'
L2	S46°49'10"W	62.69'
L3	S22°00'31"W	12.15'
L4	N7°02'16"W	17.74'
L5	N2°04'05"W	67.56'

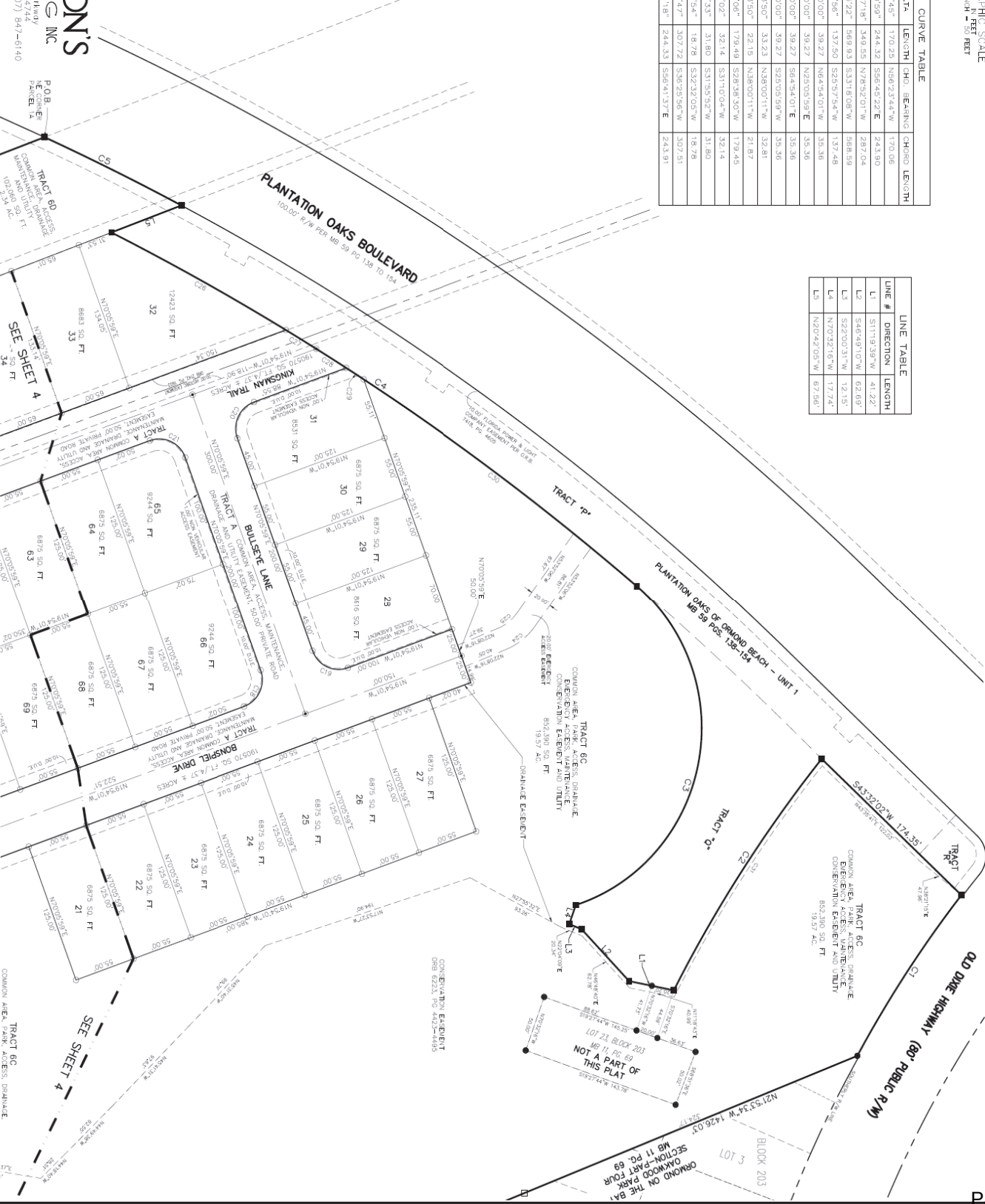
ARCHER'S MILL PHASE 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION-PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION-PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 5 OF 6

JOHNSTON'S
SURVEYING, INC.
900 Cross Florida Parkway
Kissimmee, Florida 34744
Tel: (407) 847-1139
Fax: (407) 847-6140
E: info@johnstonsurveying.com
L: 1139



ARCHER'S MILL PHASE 6

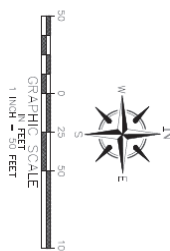
MAP BOOK: PAGE:

SHEET 6 OF 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION—PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

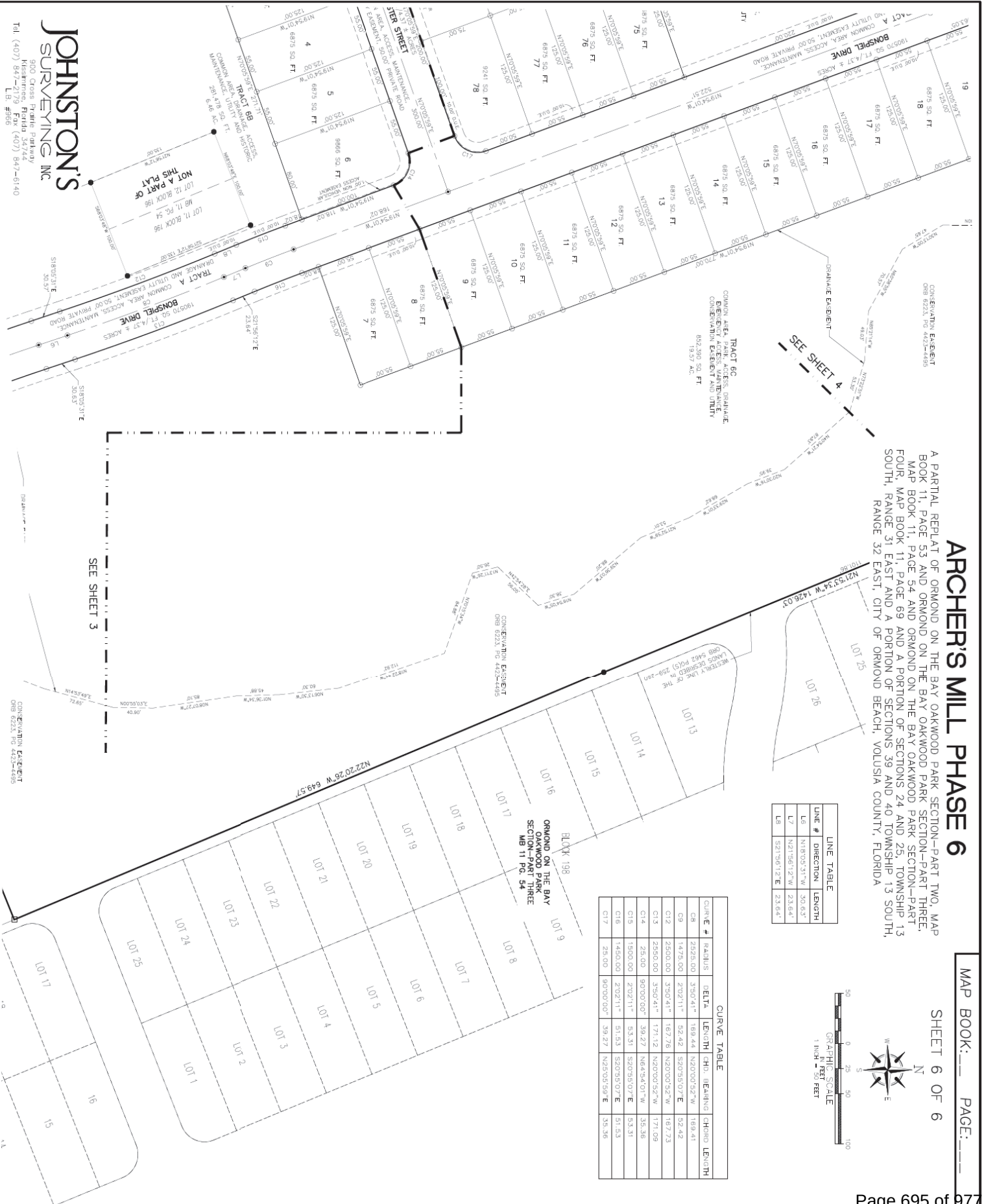
LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N18°05'31"W	30.63'
L7	N21°56'12"W	23.64'
L8	S21°56'12"E	23.64'

CURVE TABLE				
CURVE #	MEANUS	DELTA	LENGTH (CH)	BEARING (CH)
C8	2025.00	3°50'41"	169.44	N20°00'52"W
C9	1475.00	2°02'11"	52.42	S20°55'07"E
C12	2500.00	3°50'41"	167.76	N20°00'52"W
C13	2350.00	3°50'41"	171.12	N20°00'52"W
C14	25.00	90°00'00"	39.27	N64°54'07"W
C15	1500.00	2°02'11"	53.31	S20°55'07"E
C16	1450.00	2°02'11"	51.53	S20°55'07"E
C17	25.00	90°00'00"	39.27	N25°05'58"E

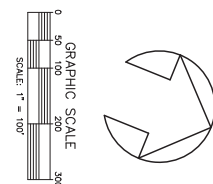


SEE SHEET 3

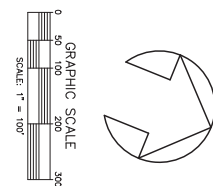
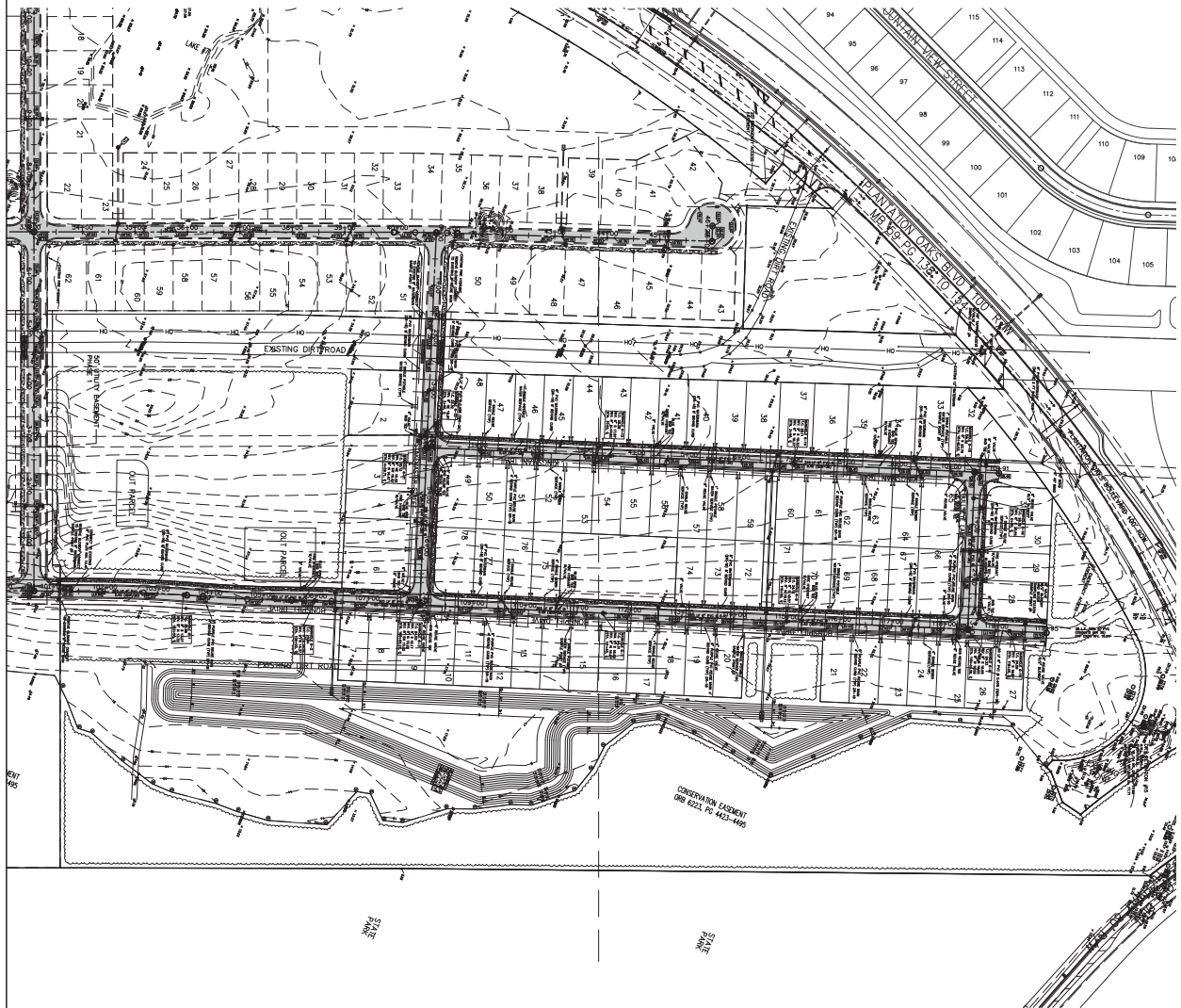
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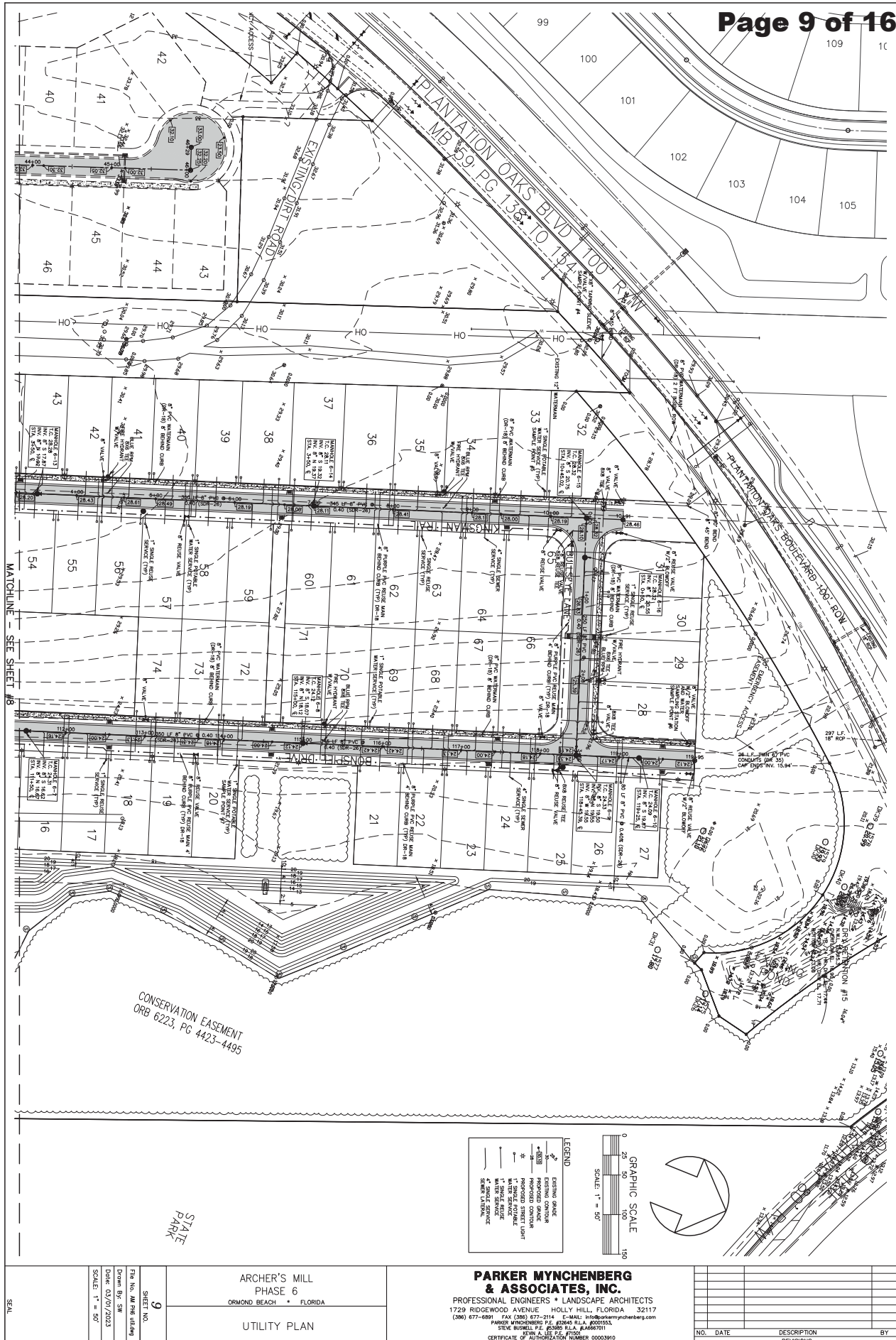
JOHNSTON'S
SURVEYING, INC.
900 Cross Fork Parkway
Kissimmee, Florida 34742
Tel: (407) 847-2179 Fax: (407) 847-0140
L.B. #556

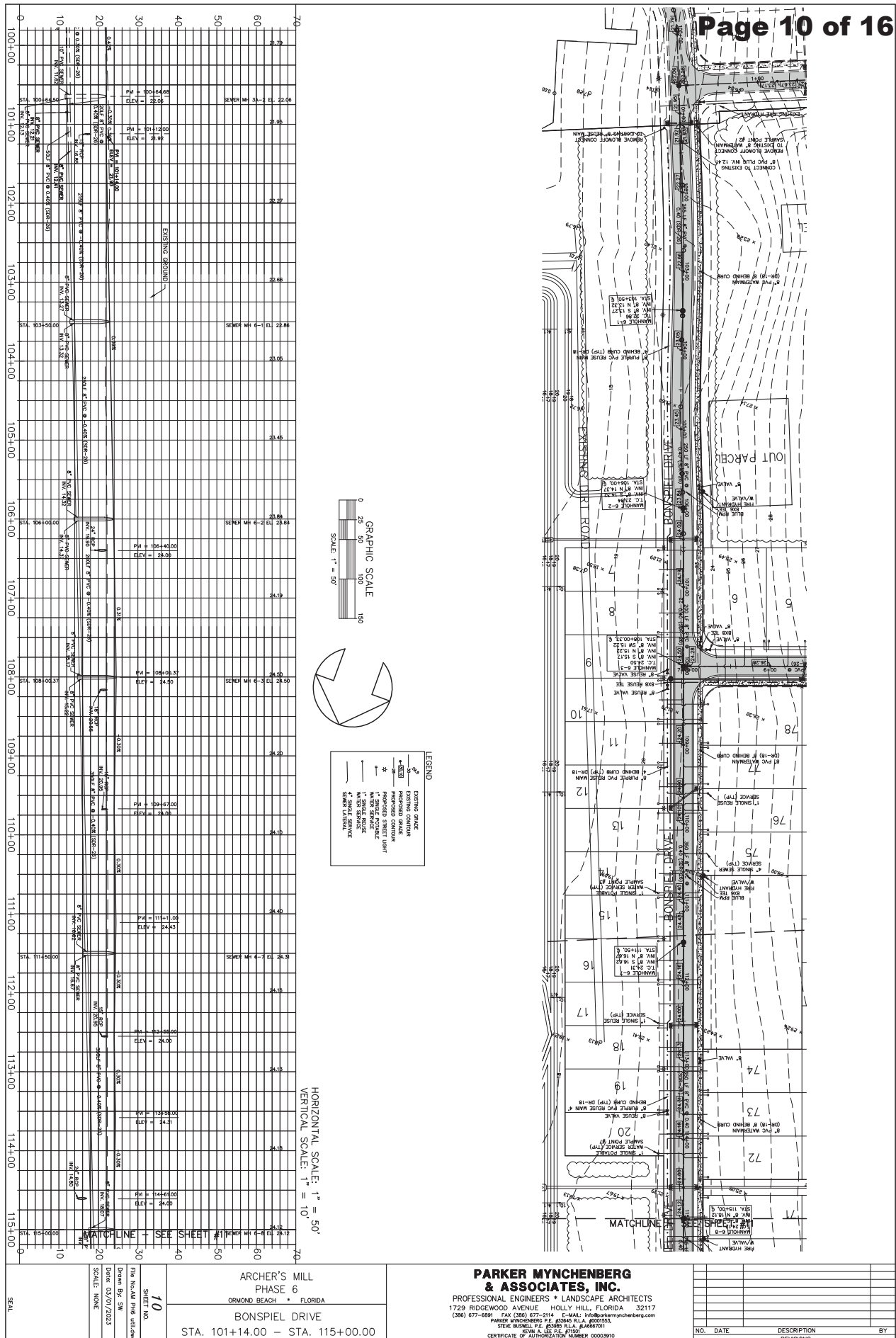


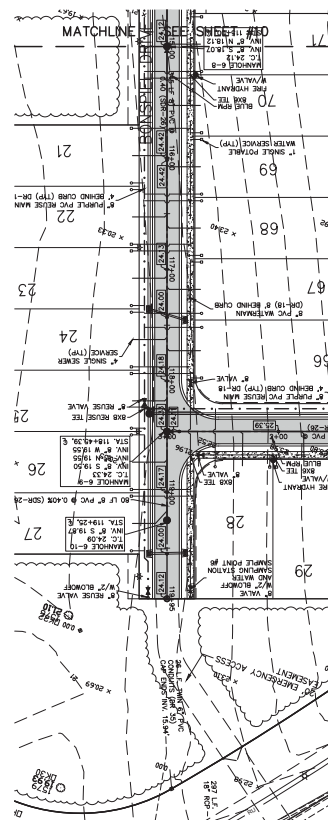
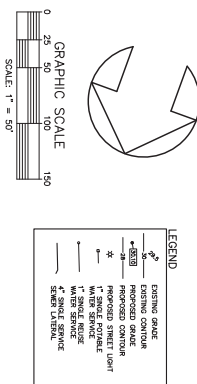
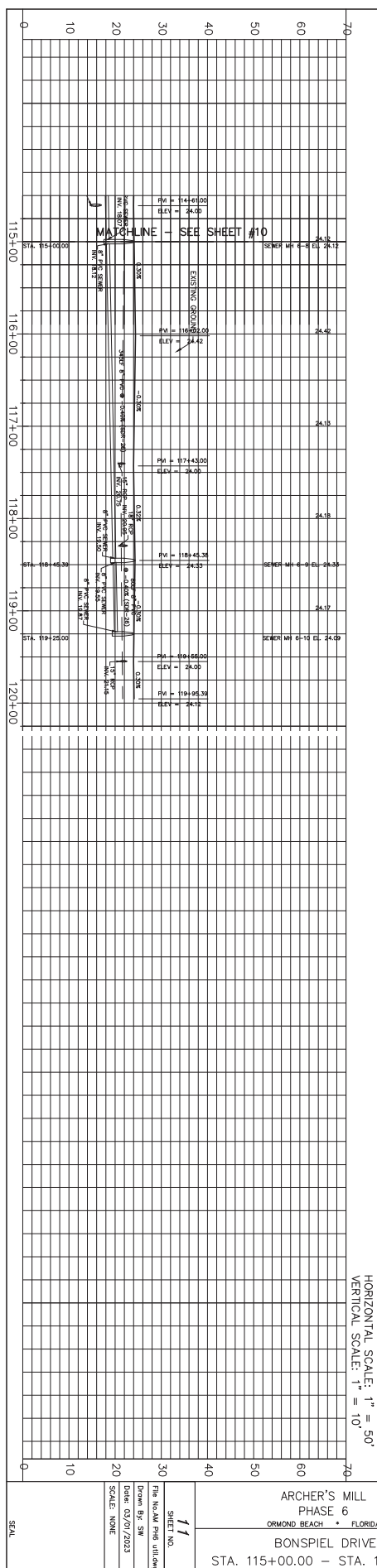
SHEET NO.	2	ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA	OVERALL PLAN / KEY MAP—PHASE 6 6	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #20464 P.L.A. #0001553 STEVE BURELL P.E. #20464 P.L.A. #A880701 JOHN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO.	DATE	DESCRIPTION	B



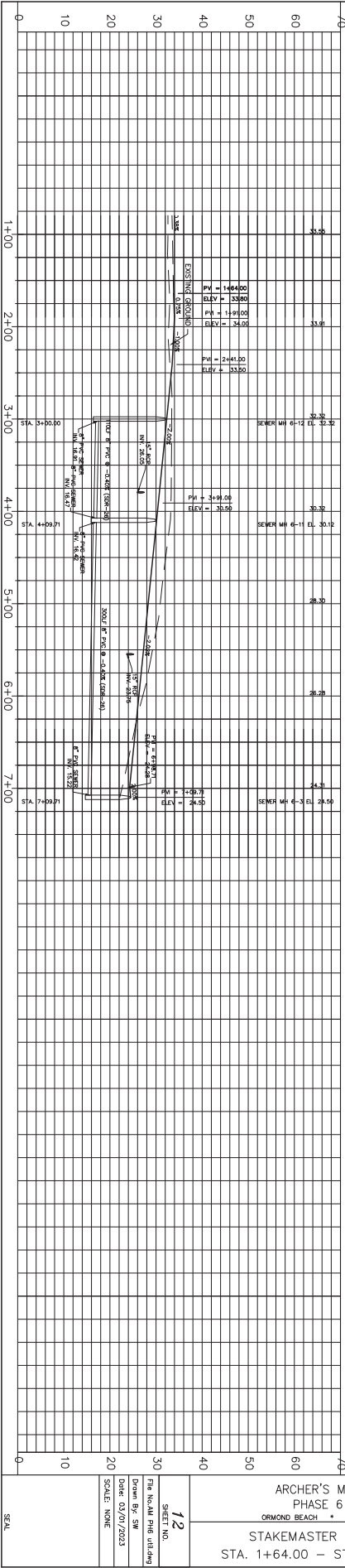
ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 877-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #2640 R.L.A. #00010553 STEVE BOWEN P.E. #2685 R.L.A. #00067011 KEVIN A. LEE P.E. #71001 CERTIFICATE OF AUTHORIZATION NUMBER 000039910	SHEET NO. 7	File No. AI P15-Sub-Eng Drawn By: SW Date: 03/07/2023 SCALE: 1" = 100'
		OVERALL UTILITY PLAN	







SHEET NO.	11	ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA BONSPIEL DRIVE STA. 115+00.00 – STA. 119+95.39	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. 00348 R.L.A. 0000153 STEVE BONNELL P.E. 00348 R.L.A. 0000101 JOHN A. LEE P.E. 07100 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO.	DATE	DESCRIPTION	BY

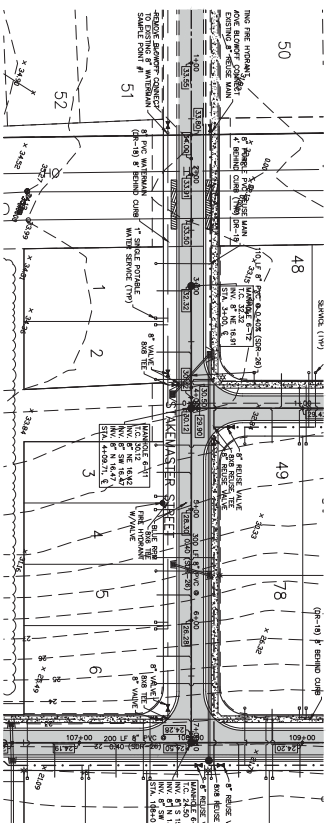
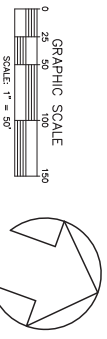


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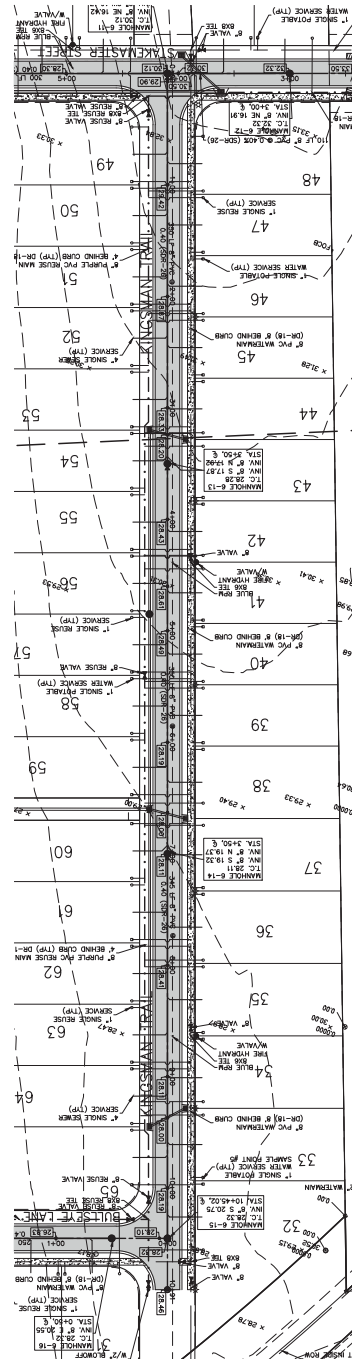
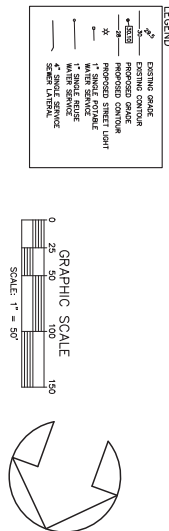
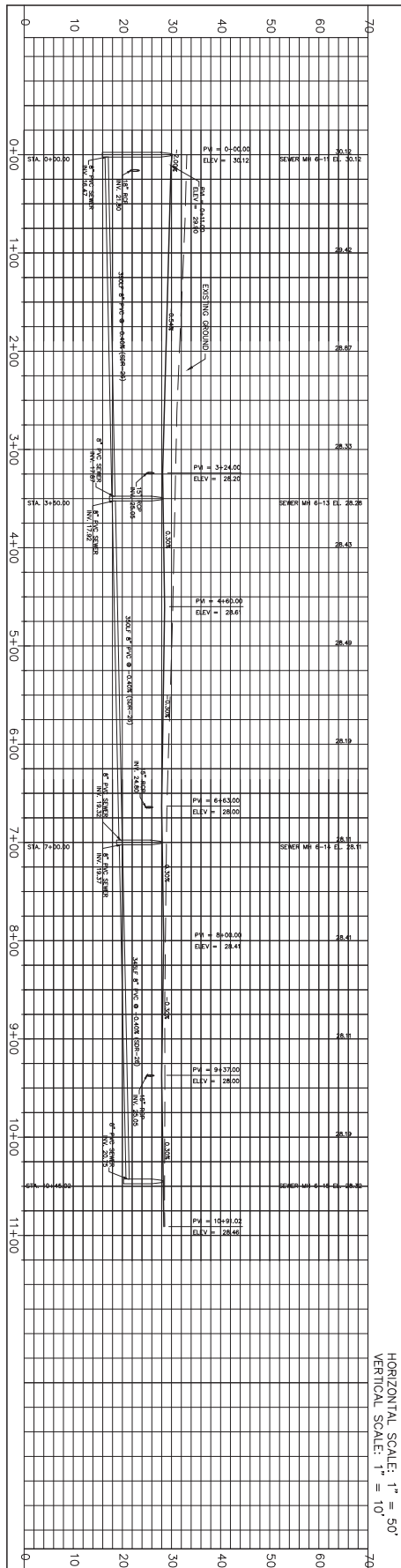
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LEGEND

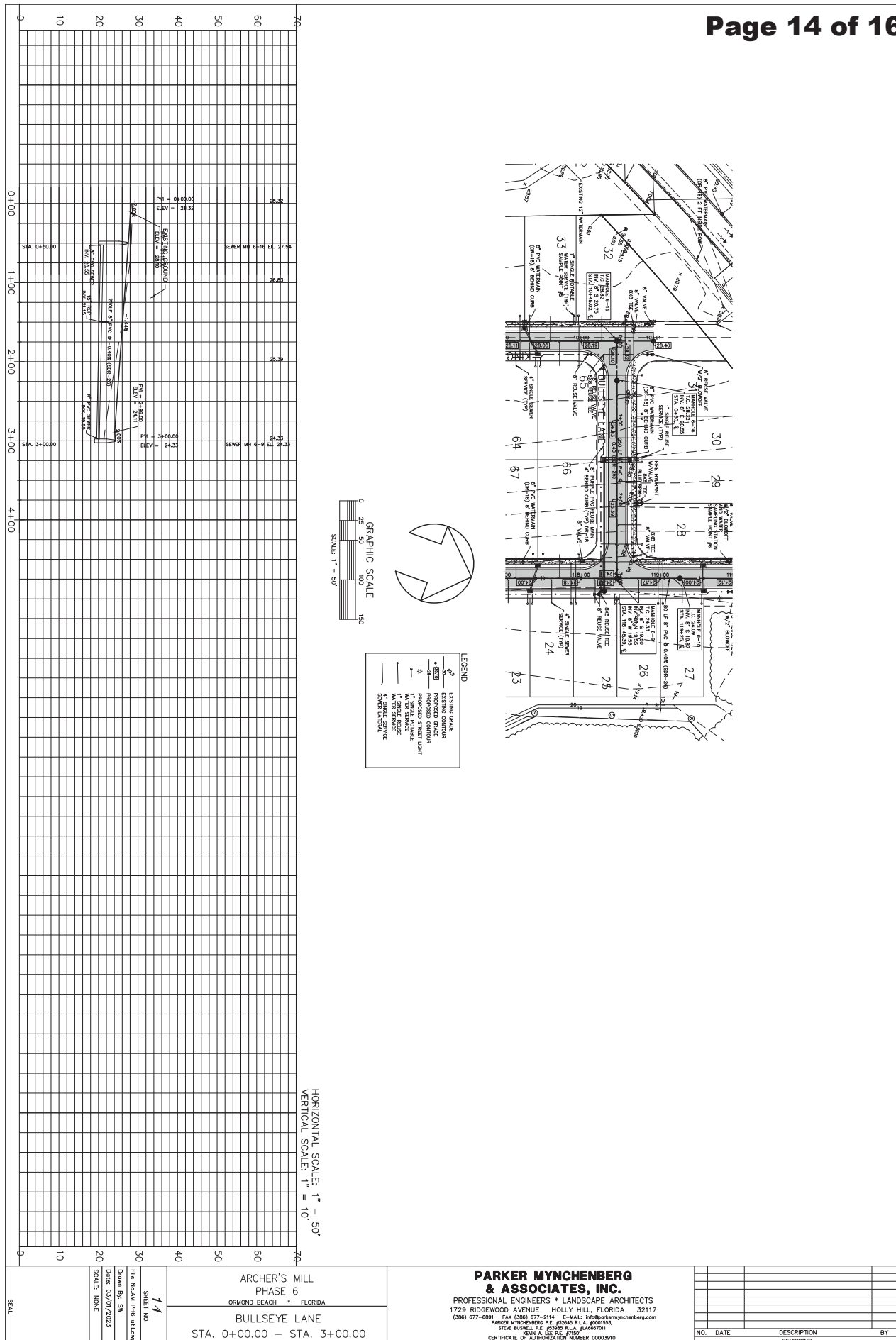
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- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STREET LIGHT
- WATER SERVICE
- SEWER SERVICE
- SEWER LATERAL



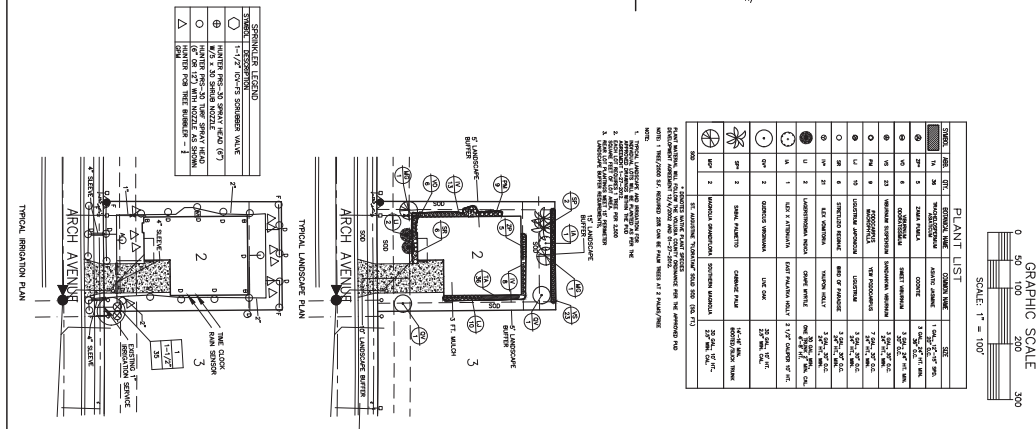
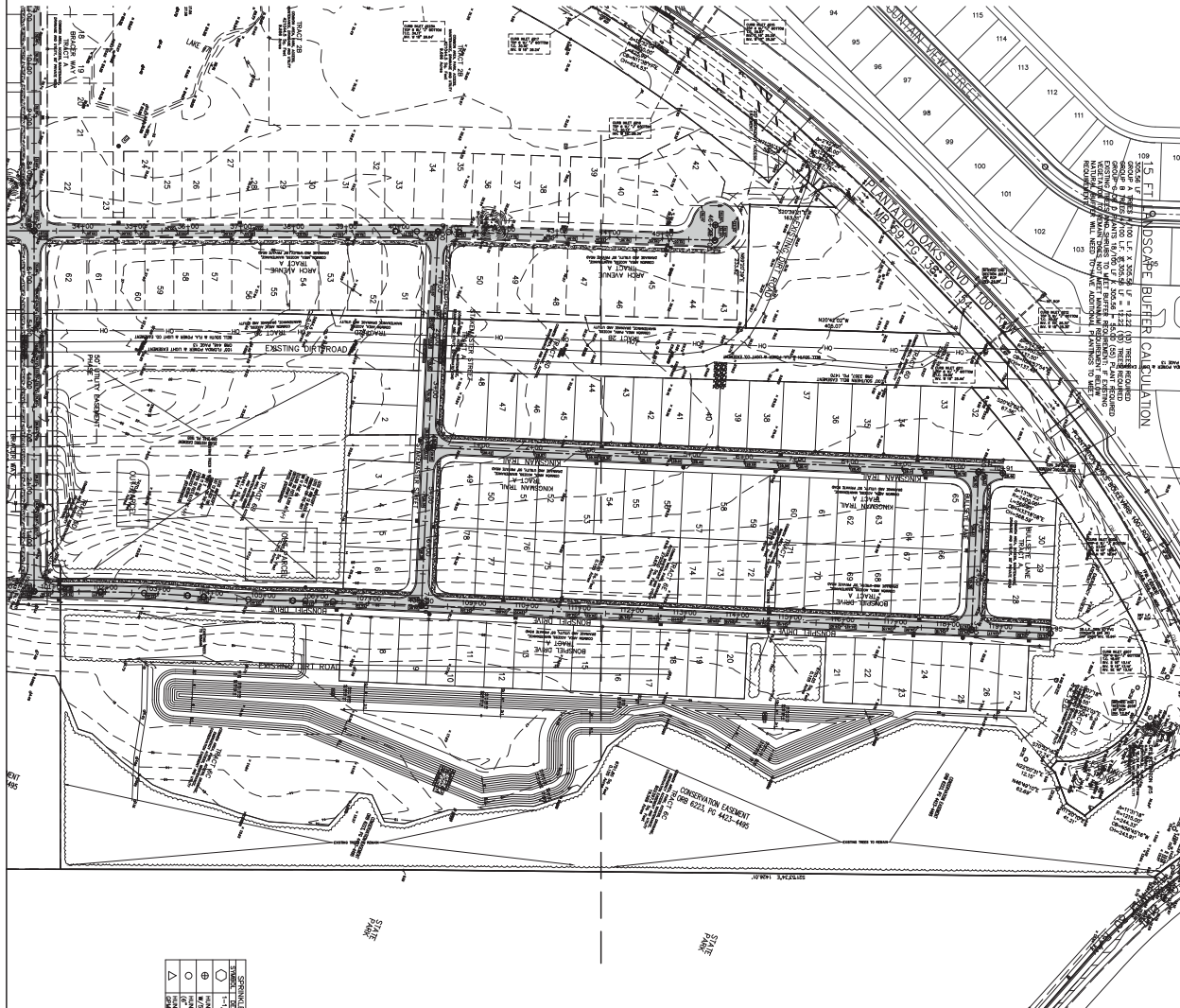
12 SHEET NO.	ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 17229 RIDGEWOOD AVENUE HOLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. 85346 FLA. 8001053 STEVE BUEHNER P.E. 85345 FLA. 8A066701 KEVIN ALAN KEE P.E. 85345 FLA. 8A066701 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY
FILE NAME: P10.dwg Drawn By: SW Date: 02/07/2023 SCALE: NONE	STAKEMASTER STREET STA. 1+64.00 - STA. 7+09.71		



SCALE: NONE DATE: 03/07/2023 DRAWN BY: SW THE NCALP P106 LULUDESIGN	13 SHEET NO.	ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA THE KINGS HIGHWAY STA. 0+00.00 – STA. 10+91.02	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 877-6991 FAX (386) 877-2114 E-MAIL: info@parkermynchenberg.com PARKER.MYNCHENBERG.P.E.#10645 R.L.A.#0005513 STEVE BOWELL P.E.#20300 R.L.A.#0660711 KEVIN A. LEE P.E.#71001 CERTIFICATE OF AUTHORIZATION NUMBER 000003160	NO. DATE DESCRIPTION BY
	13 SHEET NO.	ARCHER'S MILL PHASE 6 ORMOND BEACH • FLORIDA THE KINGS HIGHWAY STA. 0+00.00 – STA. 10+91.02	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 877-6991 FAX (386) 877-2114 E-MAIL: info@parkermynchenberg.com PARKER.MYNCHENBERG.P.E.#10645 R.L.A.#0005513 STEVE BOWELL P.E.#20300 R.L.A.#0660711 KEVIN A. LEE P.E.#71001 CERTIFICATE OF AUTHORIZATION NUMBER 000003160	NO. DATE DESCRIPTION BY



ID #	REQUIRED		ID #	REQUIRED	
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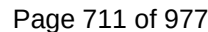


ARCHER'S MILL
PHASE 6
ORMOND BEACH * FLORIDA

LANDSCAPE DETAILS

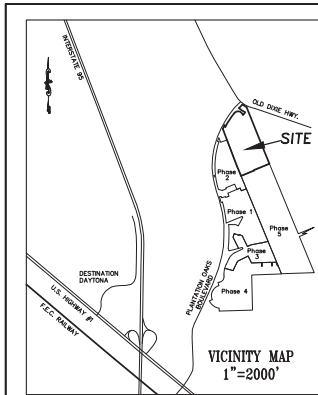
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6981 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #32695 R.L.A. #A686701
KEVIN A. LEE P.E.
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY



ATTACHMENT 3

Final Plat



LEGEND

- 6 CENTERLINE
- CHD. CHORD
- ID IDENTIFICATION
- LB LICENSED BUSINESS
- MB MAP BOOK
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.C. POINT OF CURVATURE
- PCP PERMANENT CONTROL POINT
- PC(S) PAGE(S)
- P.I. POINT OF INTERSECTION
- P.R.C. POINT OF REVERSE CURVATURE
- PRM PERMANENT REFERENCE MONUMENT
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- P.T. POINT OF TANGENCY
- R/W RIGHT OF WAY

- DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 3019"
- DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 966"
- DENOTES 1/2" IRON ROD W/CAP LB 966"
- DENOTES NAIL AND DISK "PCP LB 966"

SHEET INDEX		
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES	
SHEET 2	OVERALL DETAIL AND KEY MAP	
SHEETS 3-6	LOT AND TRACT DETAILS	

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING, INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

ARCHER'S MILL PHASE 6 SHEET 1 OF 6

A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION—PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION

A portion of Sections 24, 25 and 39, Township 13 South, Range 31 East and portions of ORMOND ON THE BAY OAKWOOD PARK SECTION—PART TWO, as recorded in Map Book 11, Page 53, and portions of ORMOND ON THE BAY OAKWOOD PARK SECTION—PART THREE, as recorded in Map Book 11, Page 54, and portions of ORMOND ON THE BAY OAKWOOD PARK SECTION—PART FOUR, as recorded in Official Records Book 5498, Page 1745, all of the Public Records of Volusia County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of Parcel 14, PLANTATION OAKS OF ORMOND BEACH — UNIT 1, as recorded in Map Book 59, Pages 138 through 154 of the Public Records of Volusia County, Florida, thence along West line of a Florida Power and Light Easement as recorded in Official Records Book 446, Page 13 of the Public Records of Volusia County, Florida the following two (2) courses: run S20°42'07"E, a distance of 1,302.50 feet; thence run S22°28'26"E, a distance of 418.35 feet; thence run N67°52'38"E, a distance of 477.69 feet; thence run N22°26'32"W, a distance of 14.78 feet; thence run N67°52'37"E, a distance of 576.96 feet to a point on the Westerly line of the lands described in Official Records Book 5462, Pages 259 and 260 of the Public Records of Volusia County, Florida; thence along said Westerly line the following two (2) courses: run N22°20'28"W, a distance of 648.57 feet; thence run N21°53'34"W, a distance of 1,349.46 feet to a point on the Southerly Right of Way of Old Dune Highway, said point being on a Non-Tangent curve, concave to the Northeast, having a Radius of 1,090.00 feet and a Central Angle of 12°44'38"; thence run Northwesterly along the arc of said curve, a distance of 242.39 feet (Chord Bearing = N57°50'07"W, Chord = 241.89 feet); thence run S42°32'02"W, along the Easterly boundary of Tract R and Tract P of the aforesaid PLANTATION OAKS OF ORMOND BEACH — UNIT 1, a distance of 124.15 feet to the Northwest corner of Tract C of said PLANTATION OAKS OF ORMOND BEACH — UNIT 1, being a point on a Non-Tangent curve, concave to the Northeast, having a Radius of 1,210.49 feet and a Central Angle of 11°30'59"; thence along the boundary of said Tract C the following six (6) courses: run Southwesterly along the arc of said curve, a distance of 244.32 feet (Chord Bearing = S56°42'22"E, Chord = 243.90 feet); thence run S11°19'30"W, a distance of 41.22 feet; thence run S46°49'01"W, a distance of 62.69 feet; thence run S22°03'31"W, a distance of 12.15 feet; thence run N70°32'16"W, a distance of 17.74 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 144.00 feet and a Central Angle of 122°07'48"; thence run Westerly along the arc of said curve, a distance of 349.55 feet (Chord Bearing = N78°52'01"W, Chord = 287.04 feet) to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 2,400.00 feet and a Central Angle of 13°36'22"; thence run Southwesterly along the arc of said curve, a distance of 569.93 feet (Chord Bearing = S33°18'02"W, Chord = 568.59 feet); thence run N26°42'02"W, along the West line of said Tract P, a distance of 87.56 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 2,450.00 feet and a Central Angle of 03°25'56"; thence run Southwesterly along the arc of said curve, a distance of 137.50 feet (Chord Bearing = S20°57'54"W, Chord = 137.48 feet) to the POINT OF BEGINNING.

Containing 46.97 acres, more or less.

LESS AND EXCEPT THE FOLLOWING:

Lot 13, Block 195, ORMOND ON THE BAY OAKWOOD PARK SECTION—PART TWO, according to the plat thereof, as recorded in Map Book 11, Page 53 of the Public Records of Volusia County, Florida.

Lots 11 and 12, Block 196, ORMOND ON THE BAY OAKWOOD PARK SECTION—PART THREE, according to the plat thereof, as recorded in Map Book 11, Page 54 of the Public Records of Volusia County, Florida.

Lot 23, Block 203, ORMOND ON THE BAY OAKWOOD PARK SECTION—PART FOUR, according to the plat thereof, as recorded in Map Book 11, Page 69 of the Public Records of Volusia County, Florida and a 20.00 foot strip of land lying in Section 39, Township 13 South, Range 31 East, Volusia County, Florida being described as follows:

BEGIN at the MOST NORTHWESTERLY CORNER OF TRACT-Q, ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH UNIT-1, RECORDED IN MAP BOOK 59, PAGE 138 TO 154, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT IS MARKED BY A 4" x 4" CONCRETE MONUMENT STAMPED "PRM, LB 3019"; THENCE S70°32'16"E, A DISTANCE OF 44.59 FEET TO THE NORTHWESTERLY LINE OF LOT 23, BLOCK 203, ORMOND ON THE BAY, PART 4, RECORDED IN MAP BOOK 11, PAGE 69; THENCE S19°27'47"W, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE N70°32'16"W, A DISTANCE OF 41.73 FEET TO THE EASTERNLY LINE OF SAID TRACT-Q; THENCE N11°19'30"E, ALONG SAID EASTERNLY LINE A DISTANCE OF 20.20 FEET, TO THE POINT OF BEGINNING.

Less Ours containing 20.00 square feet, or 0.000000 acres, more or less.

Net Area of Parcel contains 46.30 acres, more or less.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED BASED WESTERLY LINE OF FLORIDA POWER & LIGHT EASEMENT AS BEING S20°42'07"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: (A) 10.00 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. THIS PLAT IS SUBJECT TO COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK 480, PAGES 2769 — 2874.
4. ALL LOT LINES ALONG CURVES ARE RADIAL, UNLESS OTHERWISE INDICATED.
5. 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.
6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
7. THIS PLAT IS SUBJECT TO THE PLAT DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.L.C., ORDINANCE 2021-03 — BOOK 7985, PAGES 4080-4339, MAJOR AMENDMENT — BOOK 8113, PAGE 4003, FIRST AMENDMENT, ORDINANCE 2022-16 — BOOK 8268, PAGES 2898-2930.
8. 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 2854, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 86-199 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 84-235 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. 86-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4350, PAGE 3352, 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 4663 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6983, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
9. 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.
10. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRABY 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.
11. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
12. TRACT A PRIVATE ROAD COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS; TRACT A TO BE OWNED AND MAINTAINED BY THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
13. A PERPETUAL NON-EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OR EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.
14. TRACT A, SHOWN HEREON AS STAKEMASTER STREET, KINGSMAN TRAIL, BULLSEYE LANE AND BONSHIE DRIVE IS A 50.00 FOOT WIDE PRIVATE RIGHT OF WAY, FOR COMMON AREA ACCESS, MAINTENANCE, DRAINAGE AND UTILITY. ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. 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.
15. TRACT 6B, COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE, UTILITIES AND HISTORIC AND IS HEREBY MAINTAINED BY ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
16. TRACT 6C, COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, ACCESS, DRAINAGE, EMERGENCY ACCESS, MAINTENANCE, CONSERVATION EASEMENT AND UTILITY AND IS HEREBY MAINTAINED BY THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC.
17. TRACTS 6D AND 6F, COMMON AREA ARE DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.
18. TRACT 6E, COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, DRAINAGE, ACCESS, MAINTENANCE AND UTILITY.
19. LOT CORNERS SHOWN HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.09(10), FLORIDA STATUTES.
20. 1 FOOT NON VEHICULAR ACCESS EASEMENT (NVA) DESCRIPTION: NO DRIVEWAYS ALLOWED.

SETBACKS:

FRONT	20 FEET	ACCESSORY STRUCTURE SETBACK:
REAR	20 FEET	SIDE YARD
SIDE	7.5 FEET	SIDE YARD CORNER NO ACCESS
SIDE CORNER NO ACCESS	15 FEET	REAR YARD
WATERFRONT	20 FEET	FRONT YARD
MAXIMUM BUILDING HEIGHT	35 FEET	
MAXIMUM BLDG COVERAGE	60%	
MAXIMUM LOT IMPERVIOUS	75%	
MINIMUM FLOOR AREA	1,400 S.F.	

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2024.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

MAP BOOK:____ PAGE:____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "ARCHER'S MILL PHASE 6", 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 BONSHIE DRIVE, STAKEMASTER STREET, KINGSMAN TRAIL AND BULLSEYE LANE IS A 50.00' WIDE PRIVATE RIGHT OF WAY, IS HEREBY GRANTED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR COMMON AREA ACCESS AND EGRESS, 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.

TRACT 6B COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND HISTORIC.

TRACT 6C COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, ACCESS, DRAINAGE, EMERGENCY ACCESS, MAINTENANCE, CONSERVATION EASEMENT AND UTILITY.

TRACT 6D AND TRACT 6F COMMON AREAS ARE HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

TRACT 6E COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF PARK, DRAINAGE, ACCESS, MAINTENANCE AND UTILITY.

ARCHER'S MILL HOMEOWNERS ASSOCIATION, INC., THE HOME OWNERS ASSOCIATION, WILL OWN THE PRIVATE ROADWAYS, STORMWATER AREAS AND POND, WETLAND CONSERVATION AREAS AND RECREATIONAL FACILITIES. SEE THE SURVEYOR'S NOTES FOR CLARIFICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS ____ DAY OF _____, 2024 A.D.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware Corporation

By: Chris Tysse Vice President

WITNESSES: Signature Signature

Print Name Print Name

STATE OF _____ FLORIDA COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2024. BY CHRS TYSSE, AS VICE PRESIDENT, OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PROVIDED _____ AS WITNESS.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY PUBLIC NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY PERSONAL DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.09(1) 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.

Richard D. Brown, P.S.M.
Dated _____ Registration No. _____ 5709
Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S
SURVEYING, INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "ARCHER'S MILL PHASE 6" 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 SEVERATIONS, IF ANY, FROM THE REQUIREMENTS.

CITY REGISTERED SURVEYOR DATE _____ 2024. SEAL
MICHAEL E. ANNO PSM NO. 5574
UPJAN INC. L.B. NO. 0367

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

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

ARCHER'S MILL PHASE 6

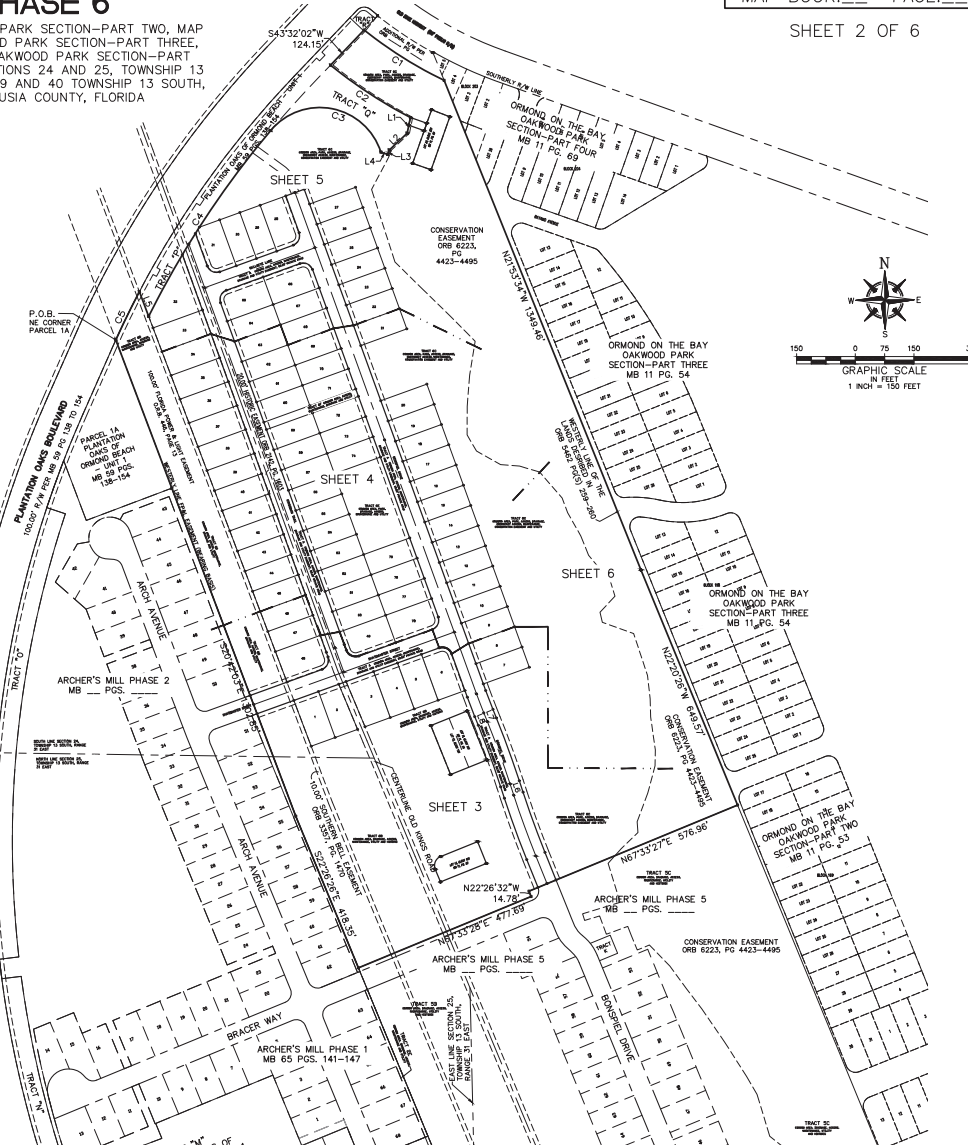
A PARTIAL REPLAT OF ORMOND ON THE BAY OAKWOOD PARK SECTION—PART TWO, MAP BOOK 11, PAGE 53 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART THREE, MAP BOOK 11, PAGE 54 AND ORMOND ON THE BAY OAKWOOD PARK SECTION—PART FOUR, MAP BOOK 11, PAGE 69 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND A PORTION OF SECTIONS 39 AND 40 TOWNSHIP 13 SOUTH, RANGE 32 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 2 OF 6

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S11°19'39"W	41.22'
L2	S46°49'10"W	62.69'
L3	S22°00'31"W	12.15'
L4	N70°32'16"W	17.74'
L5	N20°42'05"W	67.56'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	1090.00	12°44'28"	242.39	N5°50'07"W
C2	1215.49	11°30'59"	244.32	S56°45'22"E
C3	164.00	122°07'18"	349.55	N78°52'01"W
C4	2400.00	13°36'22"	569.93	S33°18'08"W
C5	2450.00	3°12'56"	137.50	S25°57'54"W



JOHNSTON'S SURVEYING INC.
 900 Cross Prairie Parkway
 Kissimmee, Florida 34744
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 L.B. #966

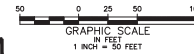
ARCHER'S MILL PHASE 6

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MAP BOOK:___ PAGE:___

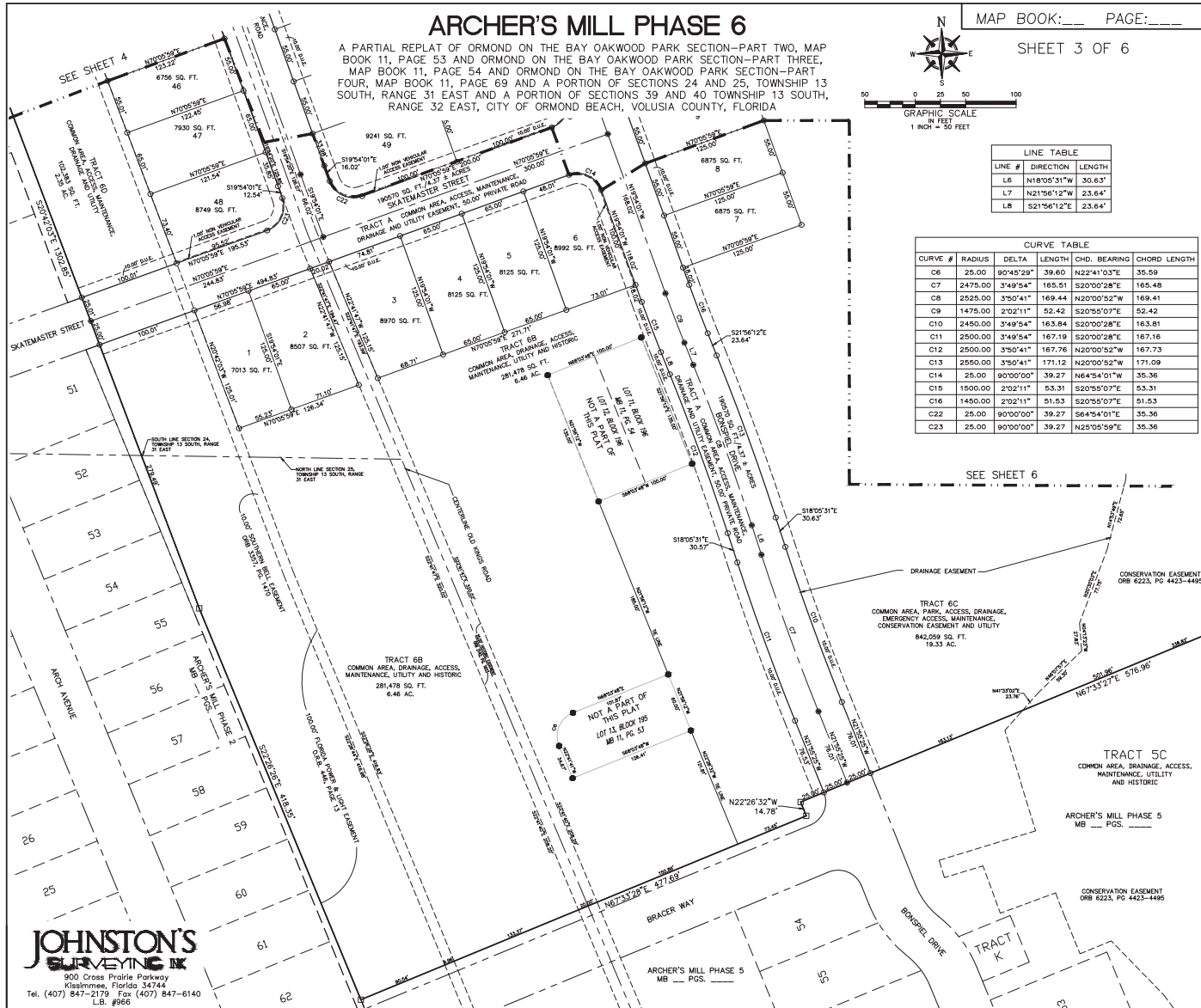
SHEET 3 OF 6



LINE TABLE		
LINE #	DIRECTION	LENGTH
L6	N18°05'31"W	30.63'
L7	N21°56'12"W	23.64'
L8	S21°56'12"E	23.64'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C6	25.00	90°45'29"	39.60	N22°41'03"E	35.59
C7	2475.00	3°49'54"	165.51	S20°00'28"E	165.48
C8	2525.00	3°50'41"	169.44	N20°00'52"W	169.41
C9	1475.00	2°02'11"	52.42	S20°55'07"E	52.42
C10	2450.00	3°49'54"	165.84	S20°00'28"E	163.81
C11	2550.00	3°49'54"	167.19	S20°00'28"E	167.16
C12	2500.00	3°50'41"	167.76	N20°00'52"W	167.73
C13	2550.00	3°50'41"	171.12	N20°00'52"W	171.09
C14	25.00	90°00'00"	39.27	N64°54'01"W	35.36
C15	1500.00	2°02'11"	53.31	S20°55'07"E	53.31
C16	1450.00	2°02'11"	51.53	S20°55'07"E	51.53
C22	25.00	90°00'00"	39.27	S64°54'01"E	35.36
C23	25.00	90°00'00"	39.27	N25°05'59"E	35.36

SEE SHEET 6



JOHNSTON'S SURVEYING INC.
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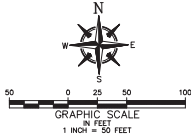
ARCHER'S MILL PHASE 6

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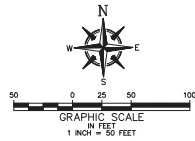
SHEET 4 OF 6

MAP BOOK:___ PAGE:___

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C14	25.00	90°00'00"	39.27	N64°54'01"W	35.36
C17	25.00	90°00'00"	39.27	N25°05'59"E	35.36
C22	25.00	90°00'00"	39.27	S64°54'01"E	35.36



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ARCHER'S MILL PHASE 6

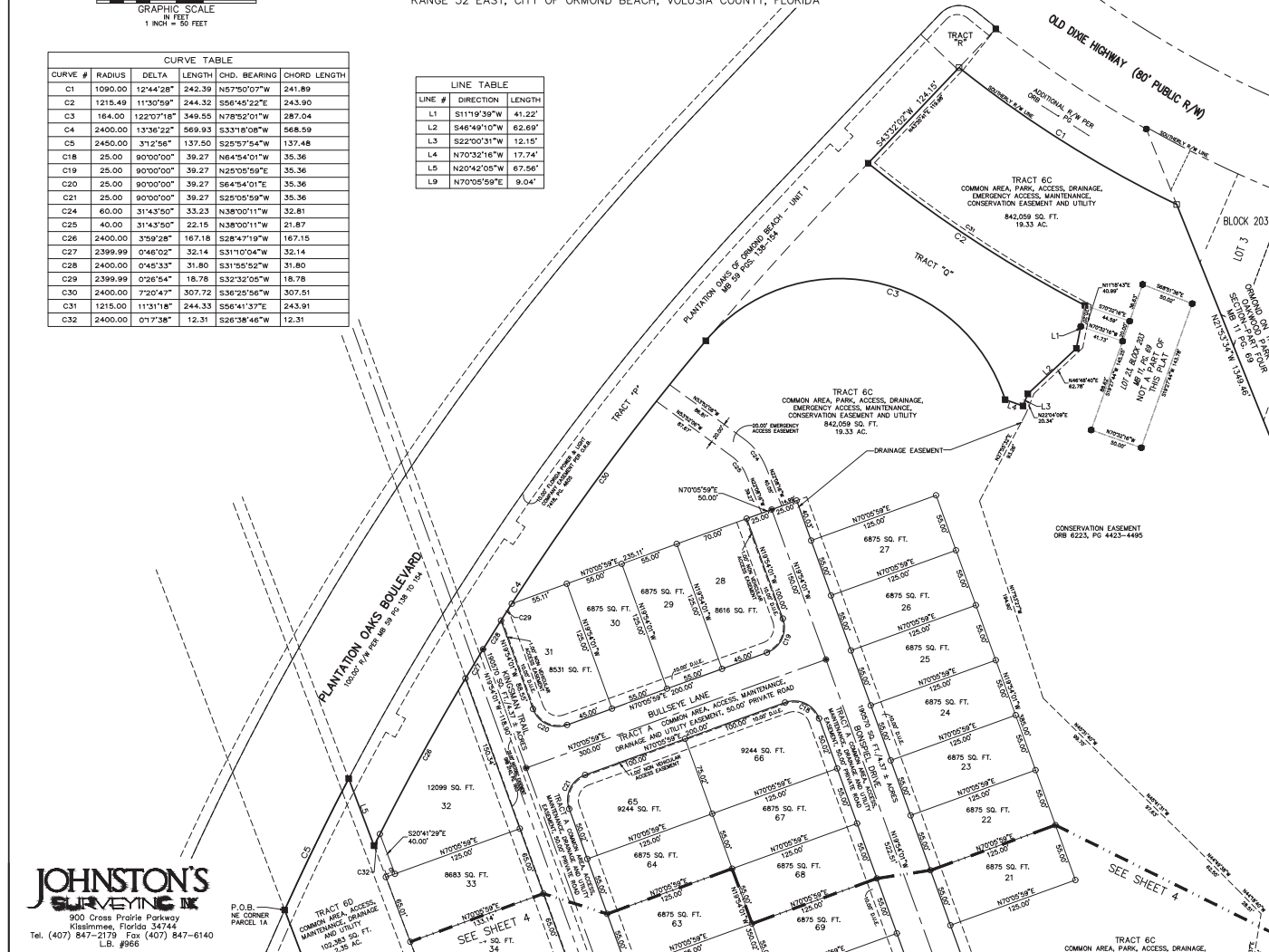
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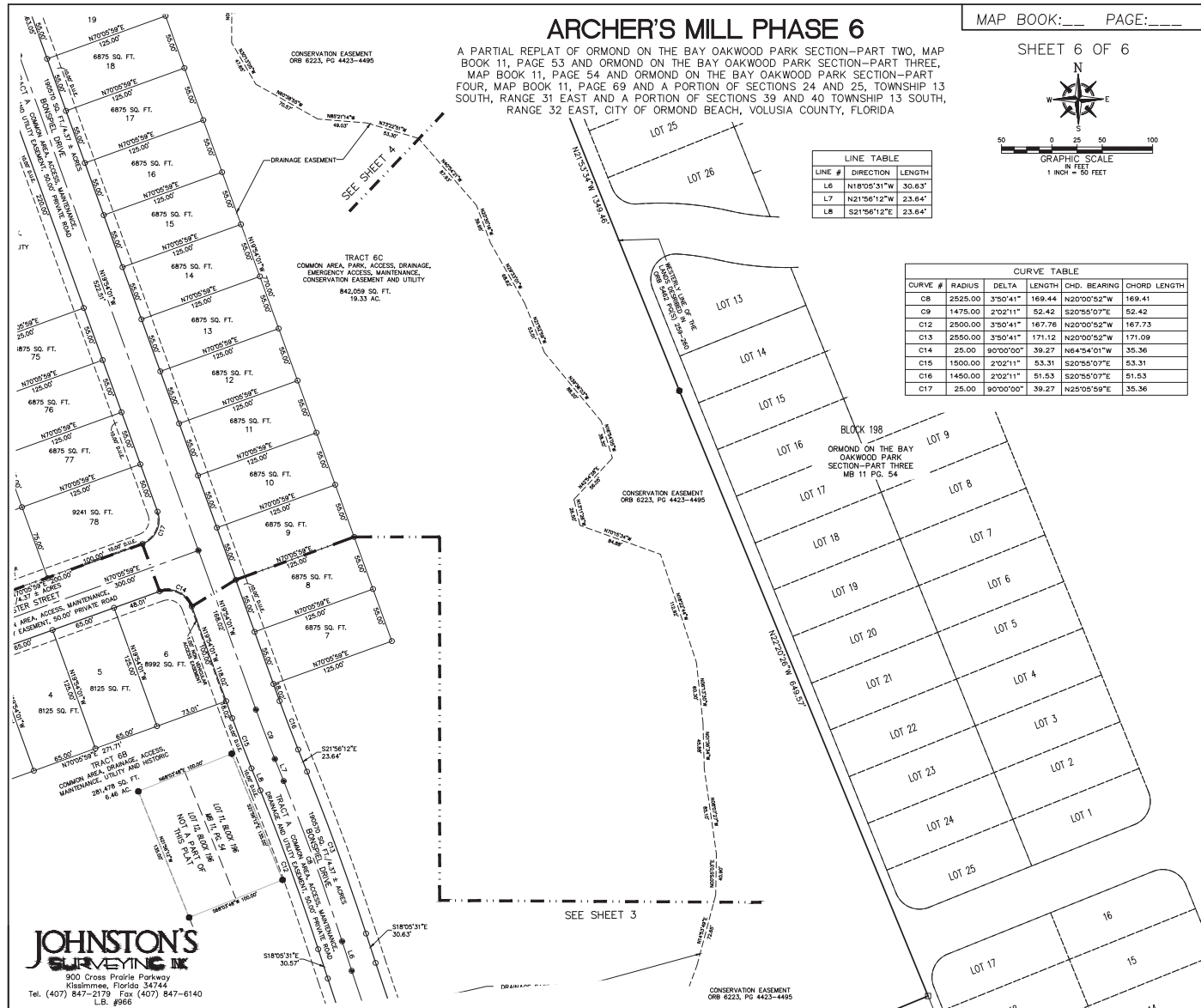
MAP BOOK:___ PAGE:___

SHEET 5 OF 6

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1080.00	12°44'28"	242.39	N57°50'07"W	241.89
C2	1215.49	11°30'59"	244.32	S56°45'22"E	243.90
C3	164.00	122°07'18"	349.55	N78°52'01"W	287.04
C4	2400.00	13°36'22"	569.93	S33°18'08"W	568.59
C5	2450.00	31°2'56"	137.50	S25°57'54"W	137.48
C18	25.00	90°00'00"	39.27	N64°54'01"W	35.36
C19	25.00	90°00'00"	39.27	N25°05'59"E	35.36
C20	25.00	90°00'00"	39.27	S64°54'01"E	35.36
C21	25.00	90°00'00"	39.27	S25°05'59"W	35.36
C24	60.00	31°43'50"	33.23	N38°00'11"W	32.81
C25	40.00	31°43'50"	22.15	N38°00'11"W	21.87
C26	2400.00	3°59'28"	167.18	S28°47'19"W	167.15
C27	2399.99	0°46'02"	32.14	S31°10'04"W	32.14
C28	2400.00	0°45'33"	31.80	S31°55'52"W	31.80
C29	2399.99	0°26'54"	18.78	S32°32'05"W	18.78
C30	2400.00	7°20'47"	307.72	S36°25'56"W	307.51
C31	1215.00	11°31'18"	244.33	S56°41'37"E	243.91
C32	2400.00	0°17'38"	12.31	S26°38'48"W	12.31

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S11°19'39"W	41.22'
L2	S46°49'10"W	62.69'
L3	S22°00'31"W	12.15'
L4	N70°32'18"W	17.74'
L5	N20°42'05"W	67.56'
L9	N70°05'59"E	9.04'





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



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
 Application No. 2021-101
 Project Name: Plantation Oaks first amendment
 Property Location: Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

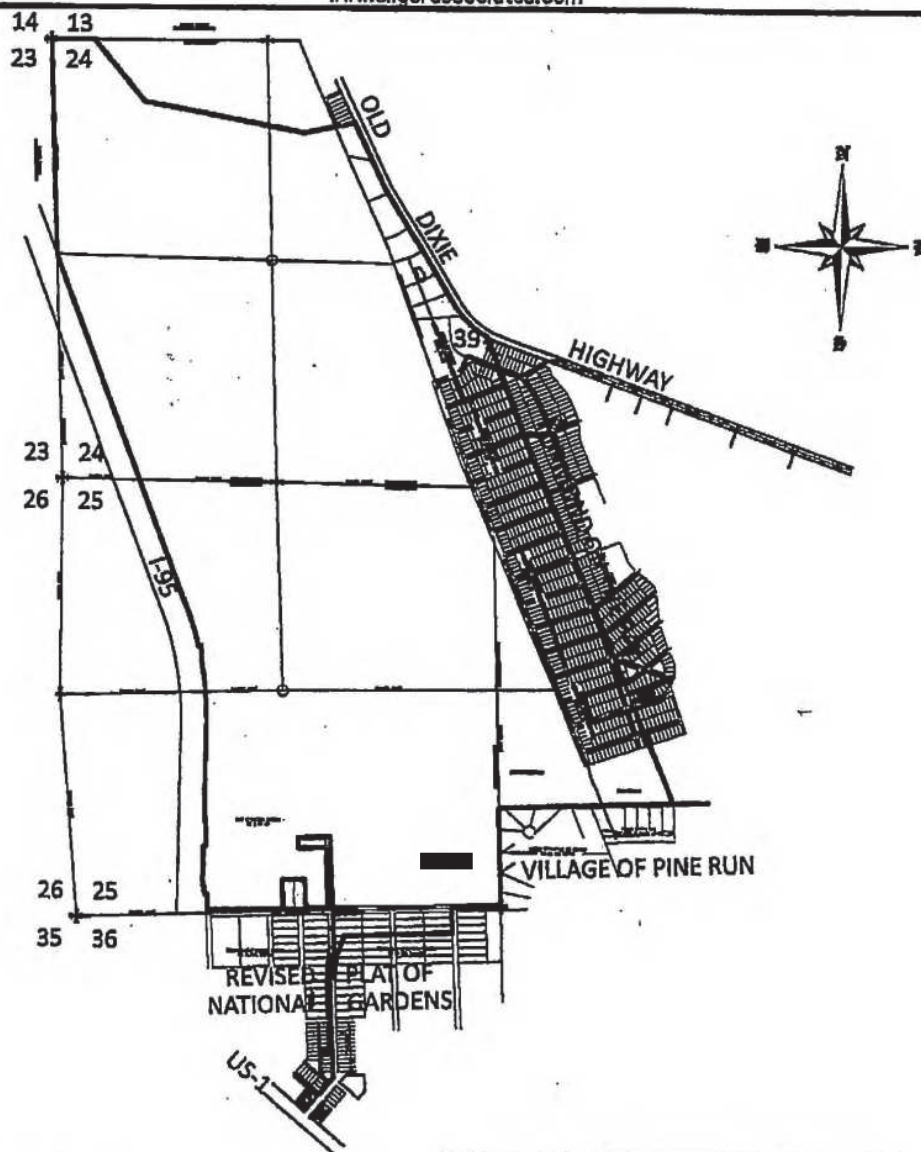
Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

 3921 NOVA ROAD
 PORT ORANGE, FL 32127
 (386) 781-5385

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 SKETCH OF DESCRIPTION ONLY
 THIS IS NOT A BOUNDARY SURVEY

 FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
 AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4
LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT "A"

Page 2 of 15



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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.84 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 782.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.28 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N [REDACTED] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 811.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 80.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [REDACTED], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 118.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.58 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°48'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

EXHIBIT "A"
Page 4 of 15**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5385Copyright © 2018 Sliger & Associates, Inc.
www.sligerassociates.com**SURVEYORS NOTES**

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4048
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"

Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

Page 6 of 15

EXHIBIT "A"

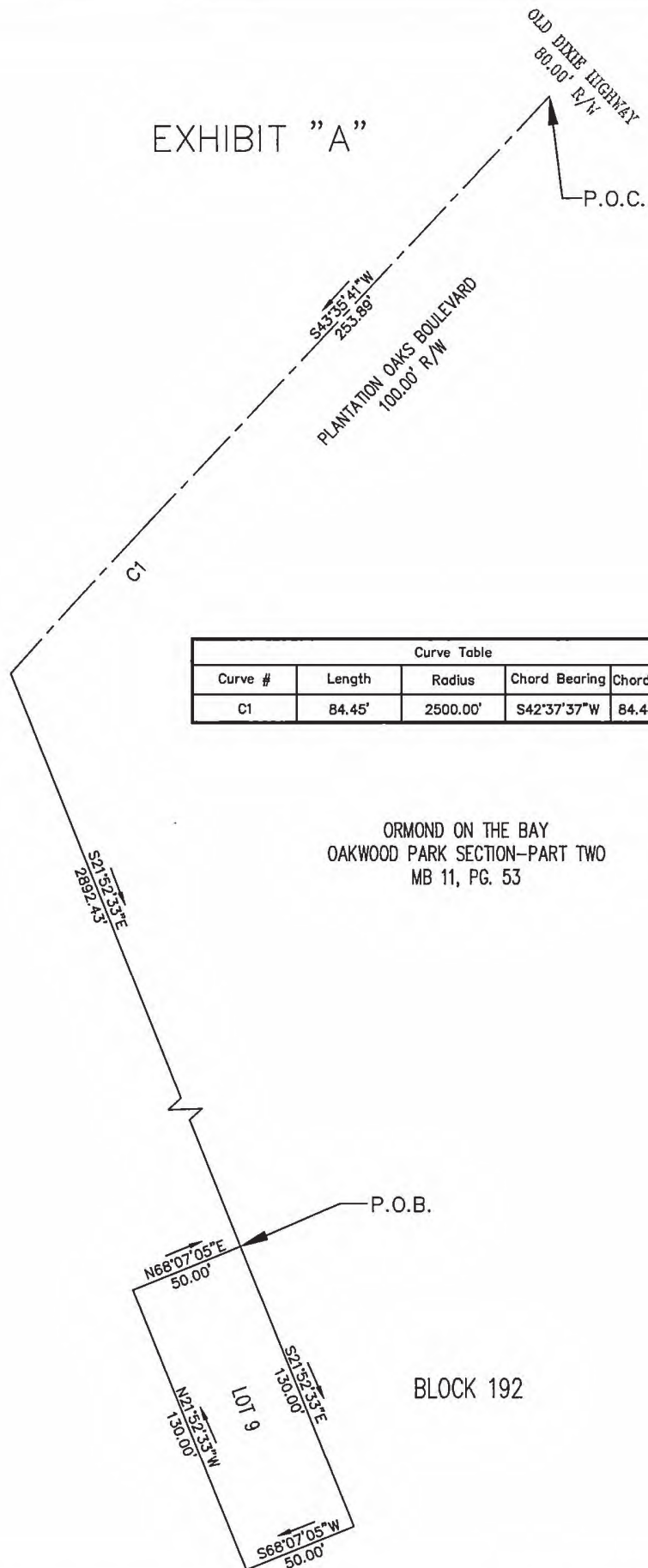


EXHIBIT "A"**Page 7 of 15**

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

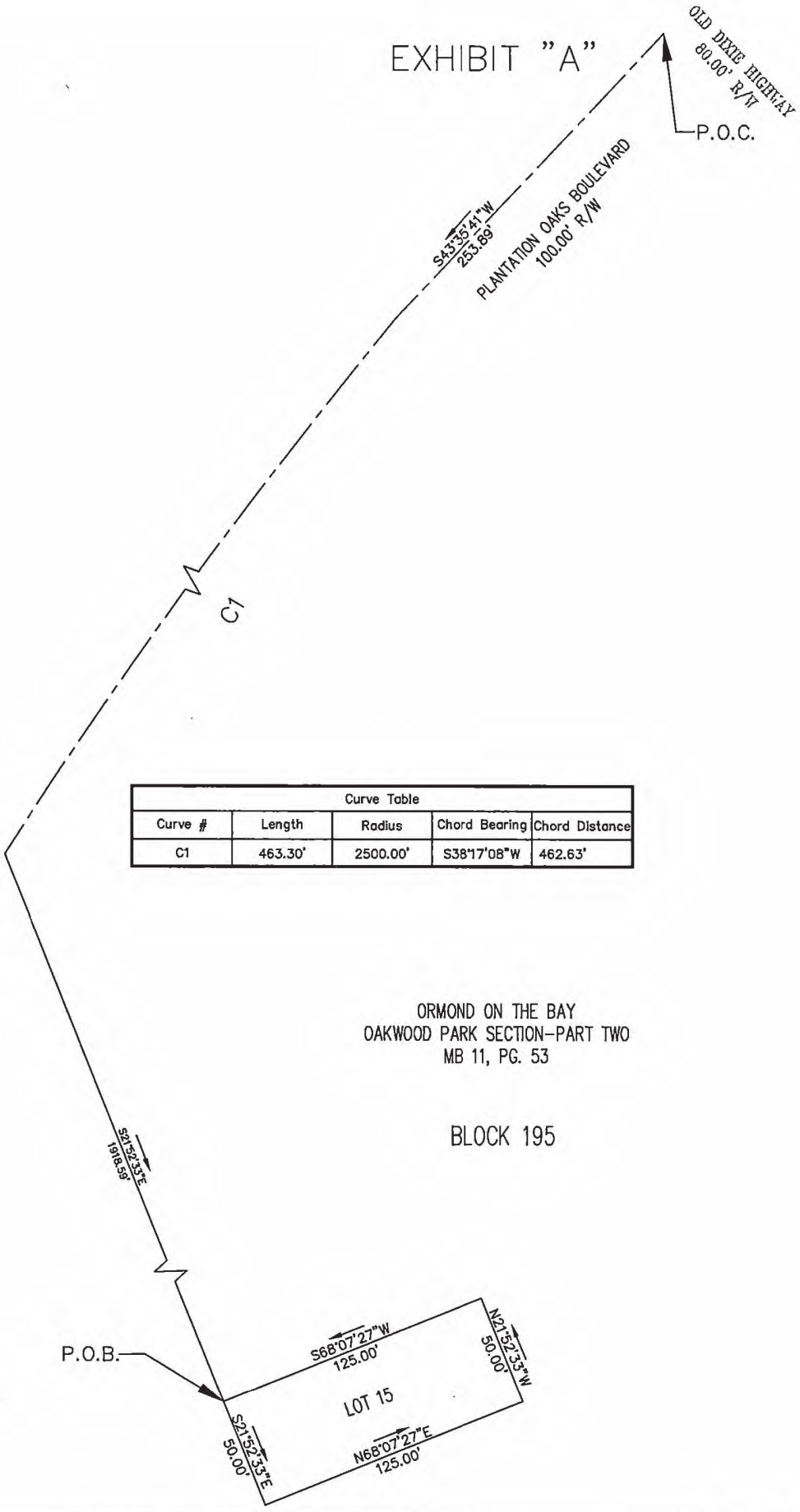
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

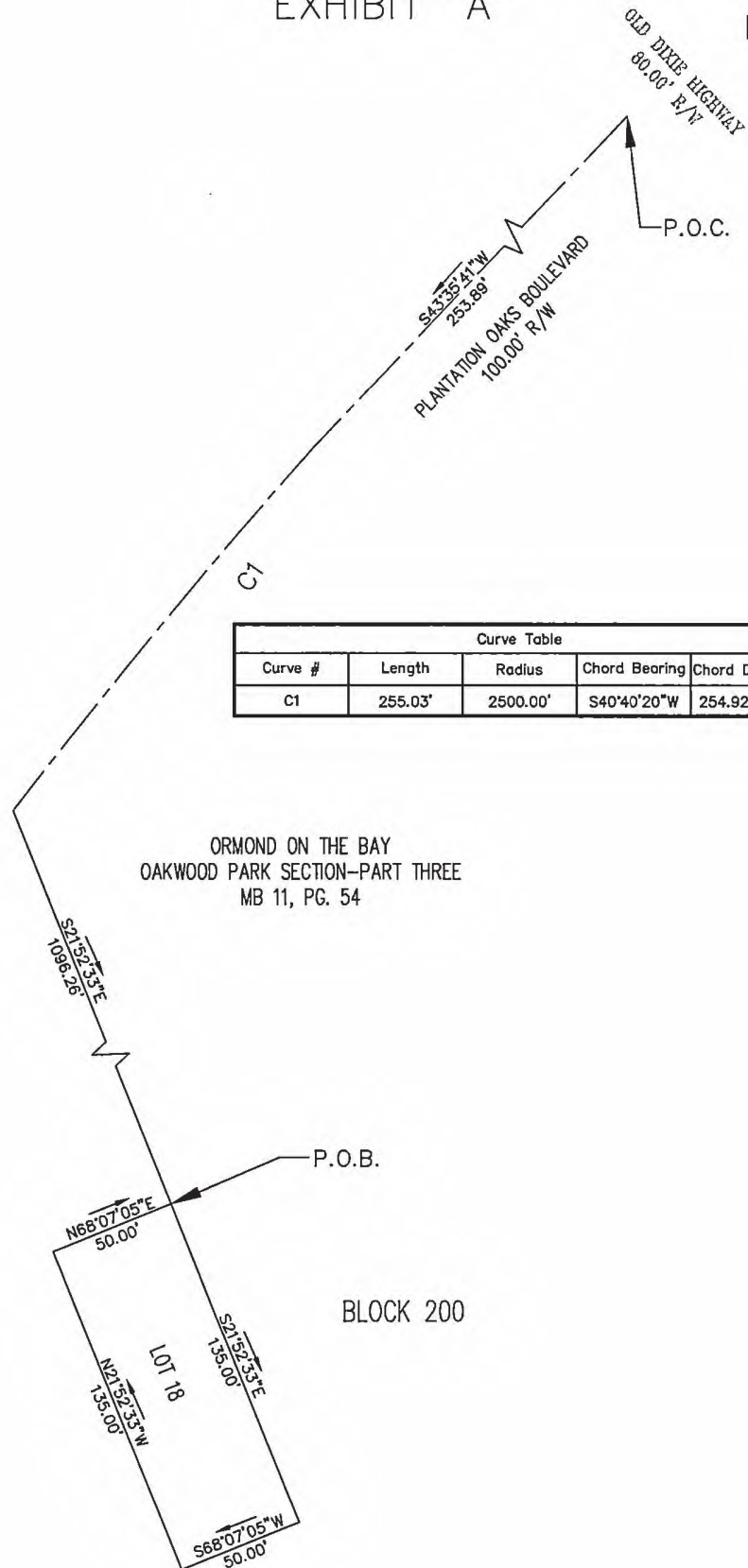
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																				

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PLAT PREPARED FOR 1	
THIS PLAT OF LAND IS OF LAND OR SEVERALS LISTED ENTRY OR INDEED, WHICH OFFICE OF LANDS SECTION DEPARTMENT COUNTY NOT CORRECT	

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1901 E. 12TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1313
FAX: 303.733.1314
WWW.SLIGERLANDSURVEY.COM
LICENSED BUSINESS IDENTIFICATION NUMBER 3019
Copyright © 2013 by a trademark use.

IN FOLLOWING (AND THE LAST DATE IS DETERMINED BY STATE DEPT)
RETURNED TO AND RECORDED IN THE PUBLIC RECORDS OF THE STATE OF
COLORADO IN THE RIGHT DIVISION, DATE AND BOOK AND PAGE NO. OF
RECORD.

ENTERED BY _____ DATE _____

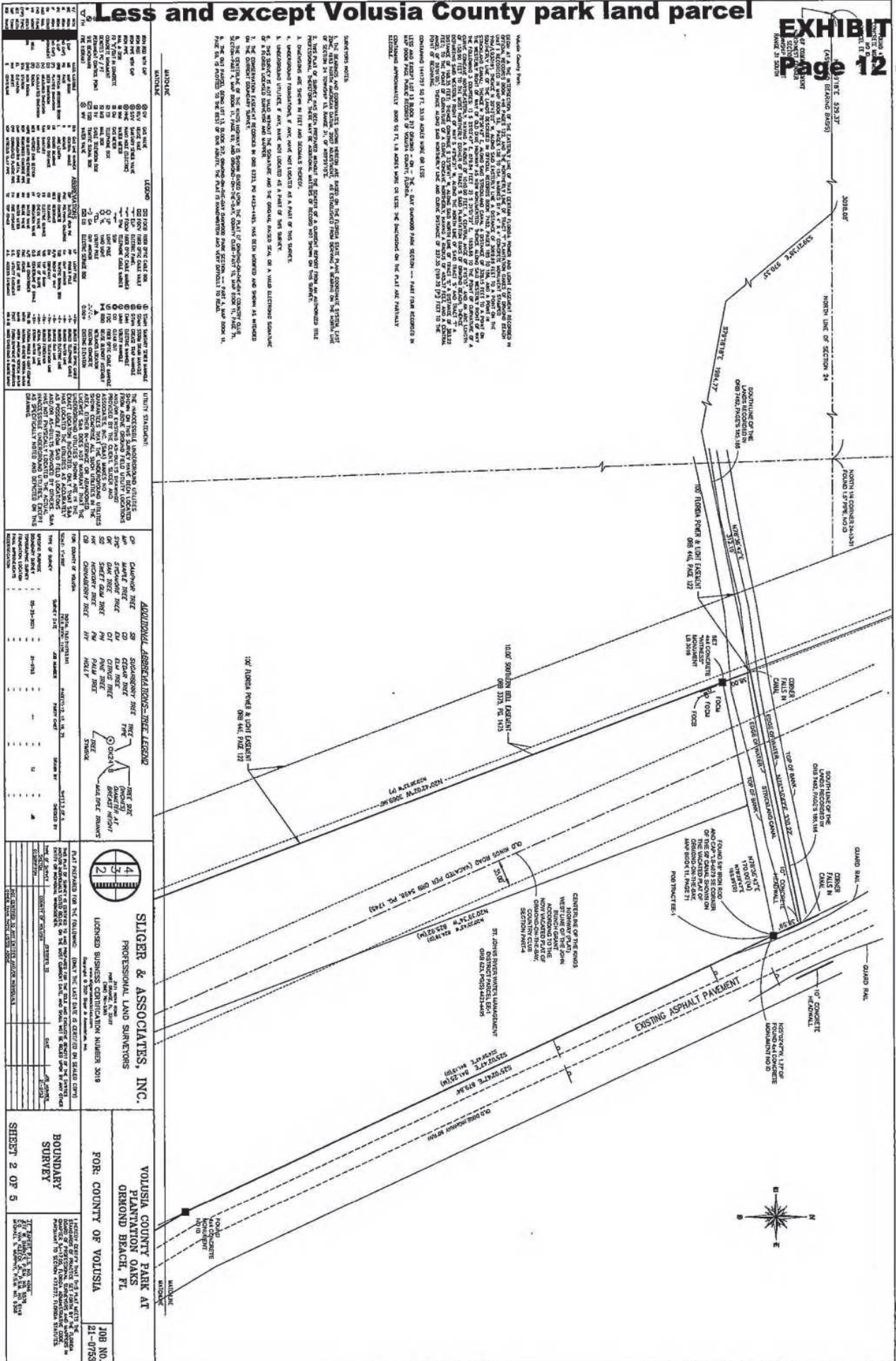
AGE NUMBER _____

VOLUNTEER COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL	JOB NO. 21-07353
FOR: COUNTY OF VOLUNTEER	
BOUNDARY SURVEY BARRETT JOSEPH W. BARRETT JEFFREY W. BARRETT 10000 S.W. 10TH ST. #100 MIAMI, FL 33156 305-556-0000 305-556-0001 305-556-0002 305-556-0003 305-556-0004 305-556-0005 305-556-0006 305-556-0007 305-556-0008 305-556-0009 305-556-0010 305-556-0011 305-556-0012 305-556-0013 305-556-0014 305-556-0015 305-556-0016 305-556-0017 305-556-0018 305-556-0019 305-556-0020 305-556-0021 305-556-0022 305-556-0023 305-556-0024 305-556-0025 305-556-0026 305-556-0027 305-556-0028 305-556-0029 305-556-0030 305-556-0031 305-556-0032 305-556-0033 305-556-0034 305-556-0035 305-556-0036 305-556-0037 305-556-0038 305-556-0039 305-556-0040 305-556-0041 305-556-0042 305-556-0043 305-556-0044 305-556-0045 305-556-0046 305-556-0047 305-556-0048 305-556-0049 305-556-0050 305-556-0051 305-556-0052 305-556-0053 305-556-0054 305-556-0055 305-556-0056 305-556-0057 305-556-0058 305-556-0059 305-556-0060 305-556-0061 305-556-0062 305-556-0063 305-556-0064 305-556-0065 305-556-0066 305-556-0067 305-556-0068 305-556-0069 305-556-0070 305-556-0071 305-556-0072 305-556-0073 305-556-0074 305-556-0075 305-556-0076 305-556-0077 305-556-0078 305-556-0079 305-556-0080 305-556-0081 305-556-0082 305-556-0083 305-556-0084 305-556-0085 305-556-0086 305-556-0087 305-556-0088 305-556-0089 305-556-0090 305-556-0091 305-556-0092 305-556-0093 305-556-0094 305-556-0095 305-556-0096 305-556-0097 305-556-0098 305-556-0099 305-556-0100 305-556-0101 305-556-0102 305-556-0103 305-556-0104 305-556-0105 305-556-0106 305-556-0107 305-556-0108 305-556-0109 305-556-0110 305-556-0111 305-556-0112 305-556-0113 305-556-0114 305-556-0115 305-556-0116 305-556-0117 305-556-0118 305-556-0119 305-556-0120 305-556-0121 305-556-0122 305-556-0123 305-556-0124 305-556-0125 305-556-0126 305-556-0127 305-556-0128 305-556-0129 305-556-0130 305-556-0131 305-556-0132 305-556-0133 305-556-0134 305-556-0135 305-556-0136 305-556-0137 305-556-0138 305-556-0139 305-556-0140 305-556-0141 305-556-0142 305-556-0143 305-556-0144 305-556-0145 305-556-0146 305-556-0147 305-556-0148 305-556-0149 305-556-0150 305-556-0151 305-556-0152 305-556-0153 305-556-0154 305-556-0155 305-556-0156 305-556-0157 305-556-0158 305-556-0159 305-556-0160 305-556-0161 305-556-0162 305-556-0163 305-556-0164 305-556-0165 305-556-0166 305-556-0167 305-556-0168 305-556-0169 305-556-0170 305-556-0171 305-556-0172 305-556-0173 305-556-0174 305-556-0175 305-556-0176 305-556-0177 305-556-0178 305-556-0179 305-556-0180 305-556-0181 305-556-0182 305-556-0183 305-556-0184 305-556-0185 305-556-0186 305-556-0187 305-556-0188 305-556-0189 305-556-0190 305-556-0191 305-556-0192 305-556-0193 305-556-0194 305-556-0195 305-556-0196 305-556-0197 305-556-0198 305-556-0199 305-556-0200 305-556-0201 305-556-0202 305-556-0203 305-556-0204 305-556-0205 305-556-0206 305-556-0207 305-556-0208 305-556-0209 305-556-0210 305-556-0211 305-556-0212 305-556-0213 305-556-0214 305-556-0215 305-556-0216 305-556-0217 305-556-0218 305-556-0219 305-556-0220 305-556-0221 305-556-0222 305-556-0223 305-556-0224 305-556-0225 305-556-0226 305-556-0227 305-556-0228 305-5	

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AT PLANTATION OAKS

EXHIBIT "A"
Page 12 of 15



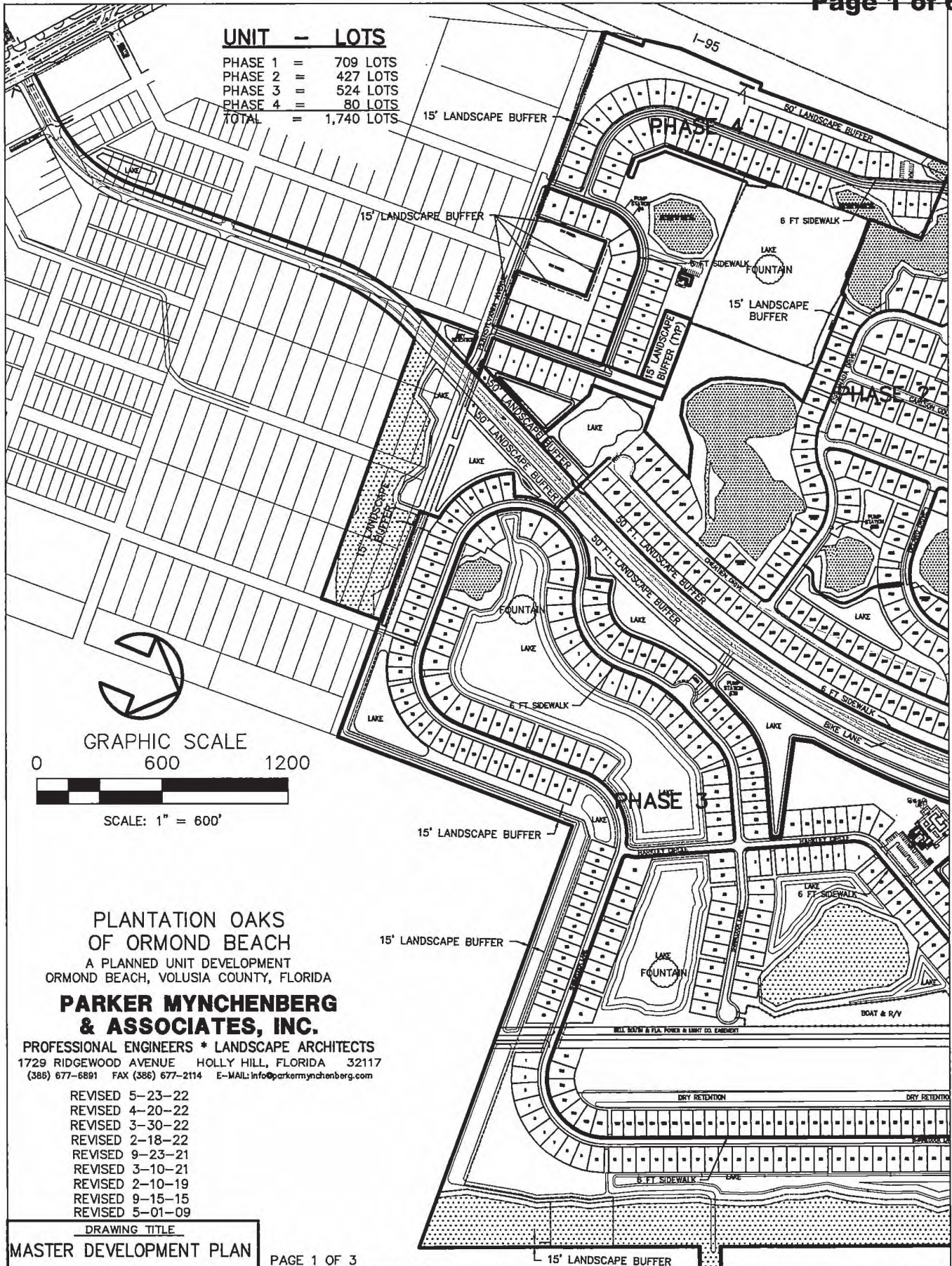
	Less	and except Volusia County park land parcel
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SHEET 5 OF 5	BOUNDARY SURVEY	FOR: COUNTY OF VOLUISIA	JOB NO. 21-0753
		VOLUISIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL	

EXHIBIT "B"**Page 1 of 6****UNIT - LOTS**

PHASE 1	=	709 LOTS
PHASE 2	=	427 LOTS
PHASE 3	=	524 LOTS
PHASE 4	=	80 LOTS
TOTAL	=	1,740 LOTS



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"**Page 2 of 6**

PAGE 2 OF 3

DRAWING TITLE
MASTER DEVELOPMENT PLAN

GRAPHIC SCALE

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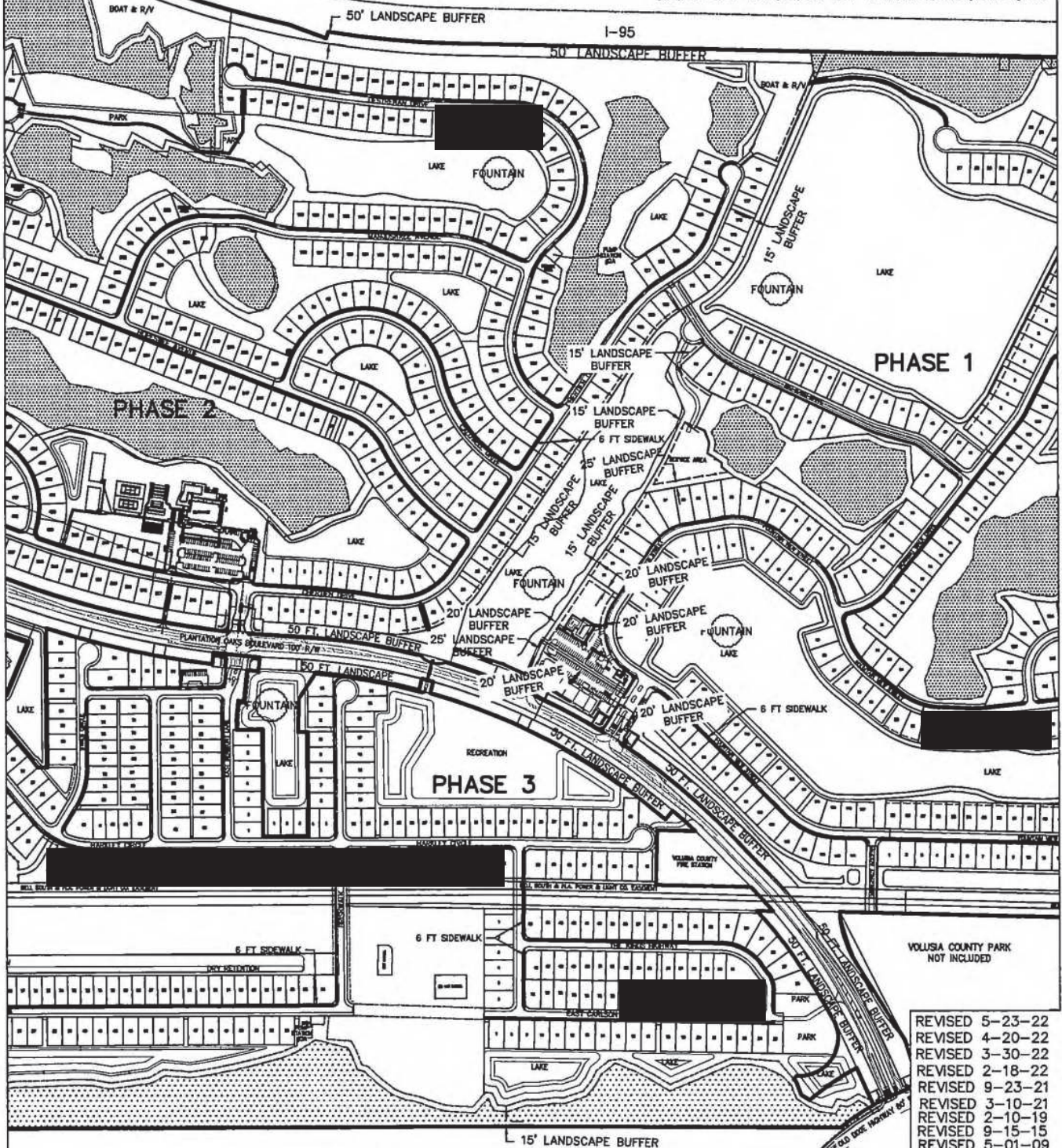
SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



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

SHEET 10 OF 34

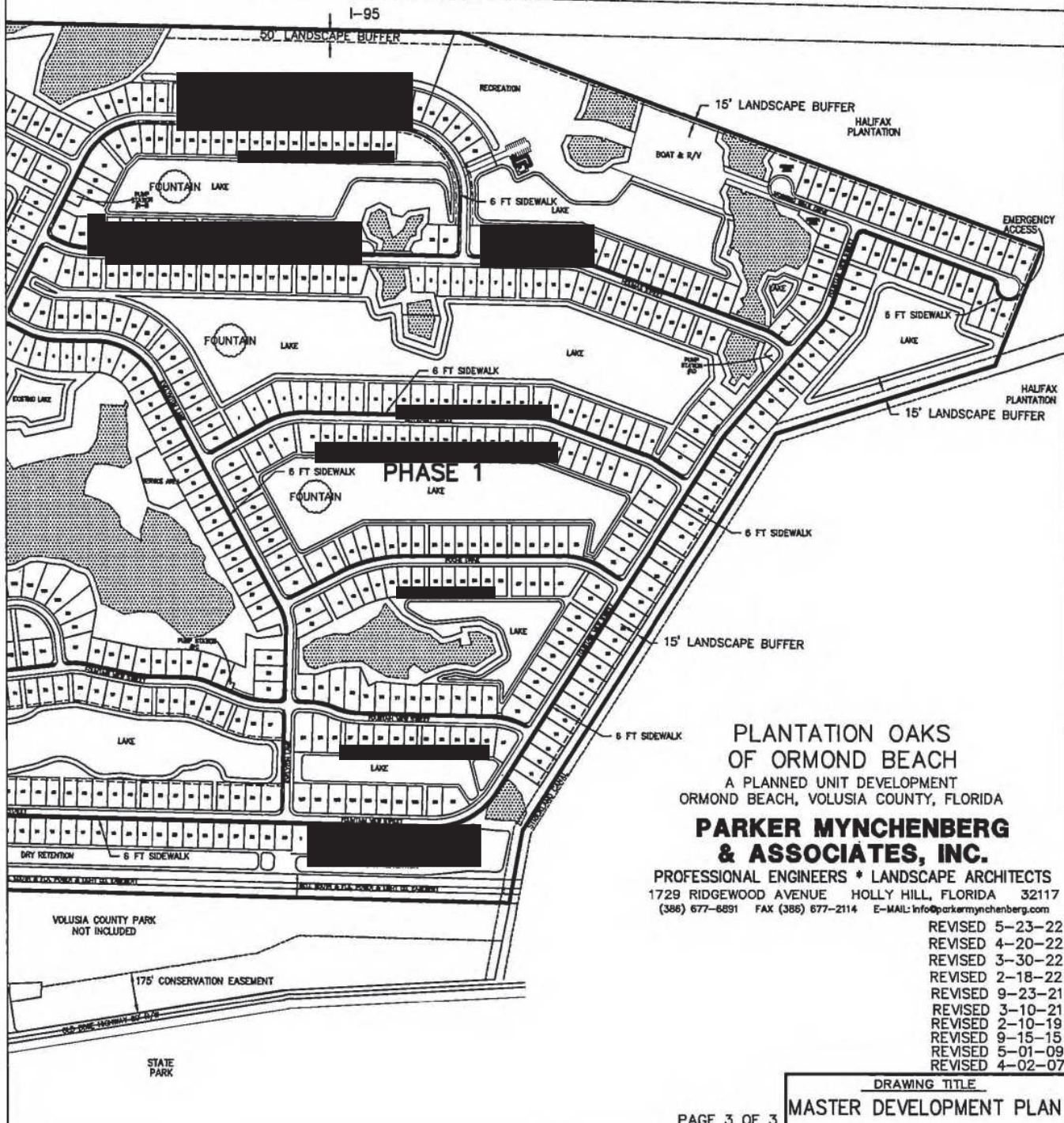
EXHIBIT "B"**Page 3 of 6**

GRAPHIC SCALE

0 600 1200



SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6591 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
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REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

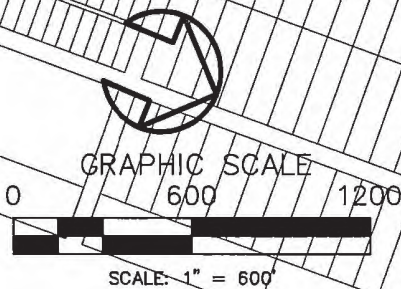
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"
Page 4 of 6

UNIT - LOTS	
PHASE 1	= 709 LOTS
PHASE 2	= 427 LOTS
PHASE 3	= 524 LOTS
PHASE 4	= 80 LOTS
TOTAL	= 1,740 LOTS



- INDEX**
- SF SINGLE FAMILY
 - OS OPEN SPACE
 - C CONSERVATION
 - R RECREATION
 - NC NEIGHBORHOOD COMMERCIAL
 - US UTILITY SERVICE

**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**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 5-24-21
- REVISED 3-10-21
- REVISED 2-10-19
- REVISED 9-15-15
- REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

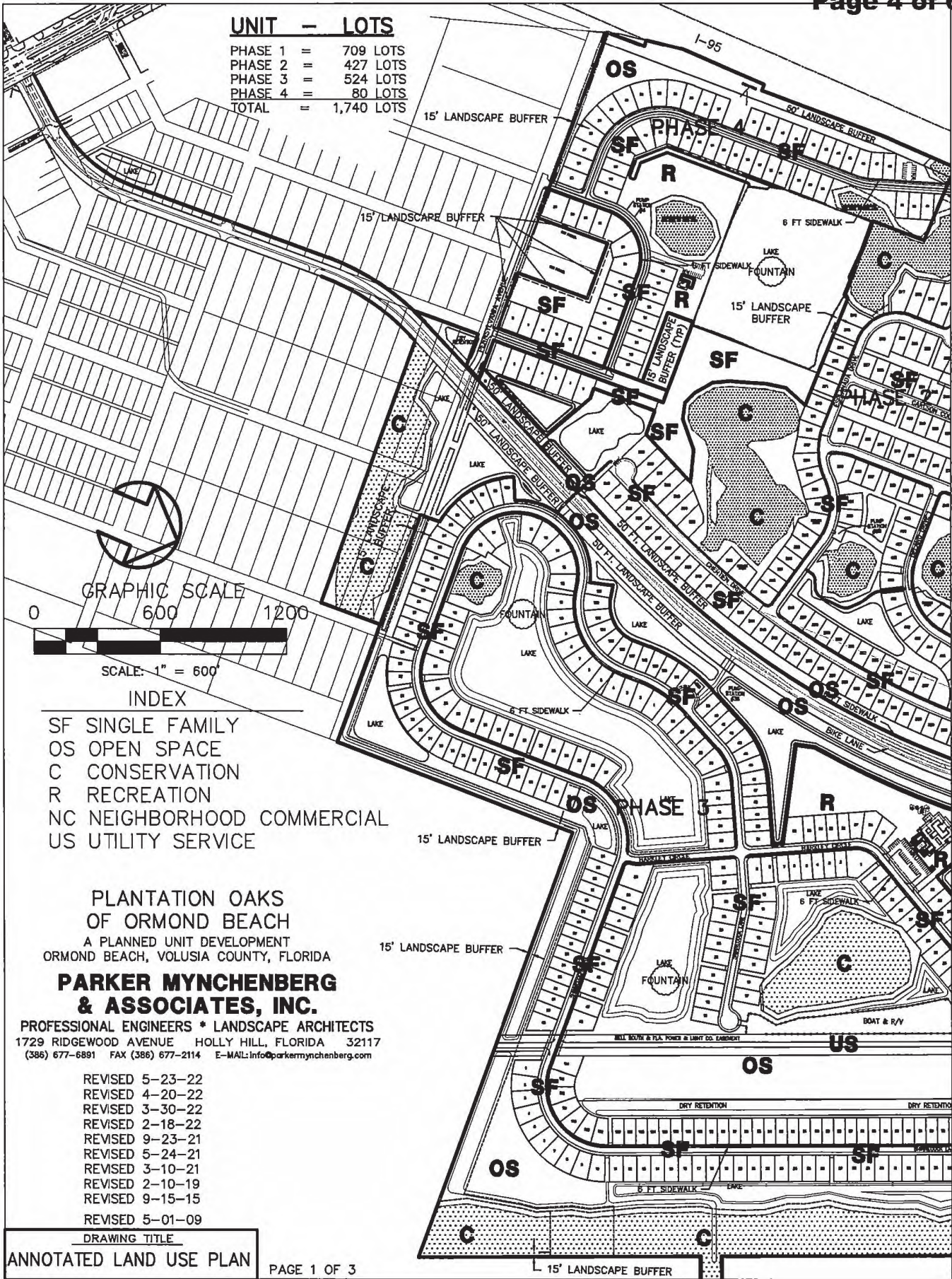
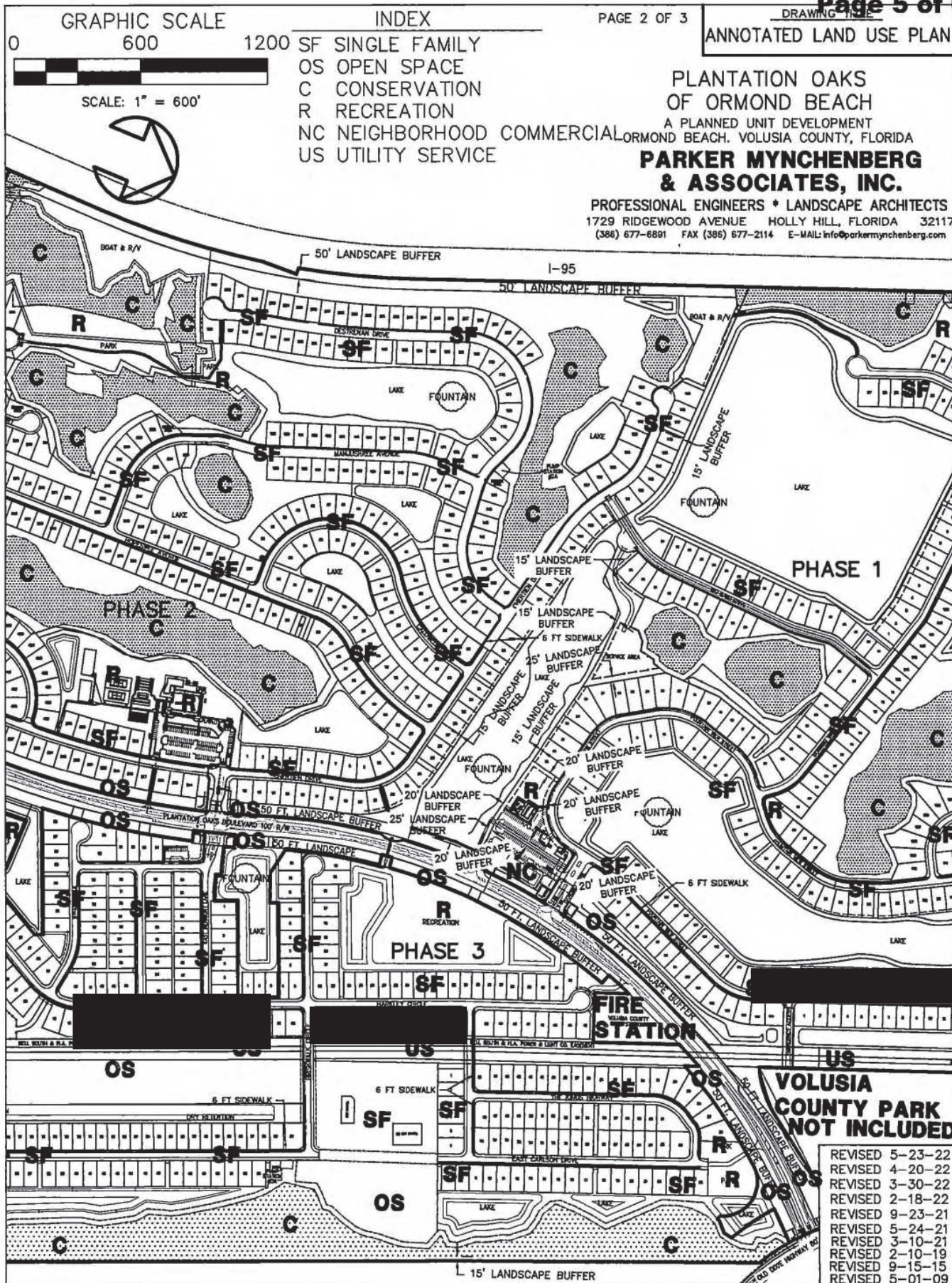
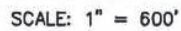


EXHIBIT "B"

Page 5 of 6





SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

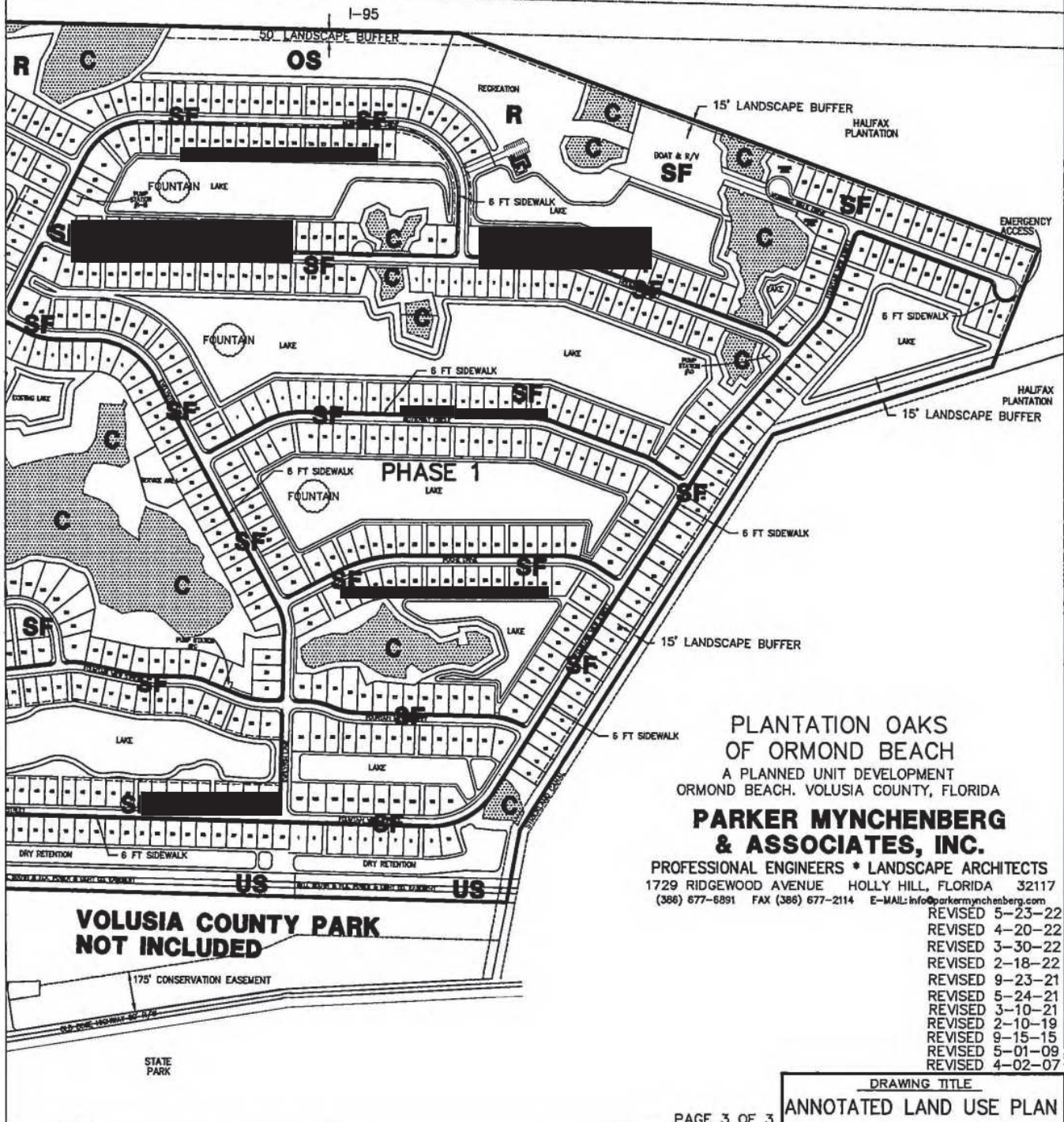
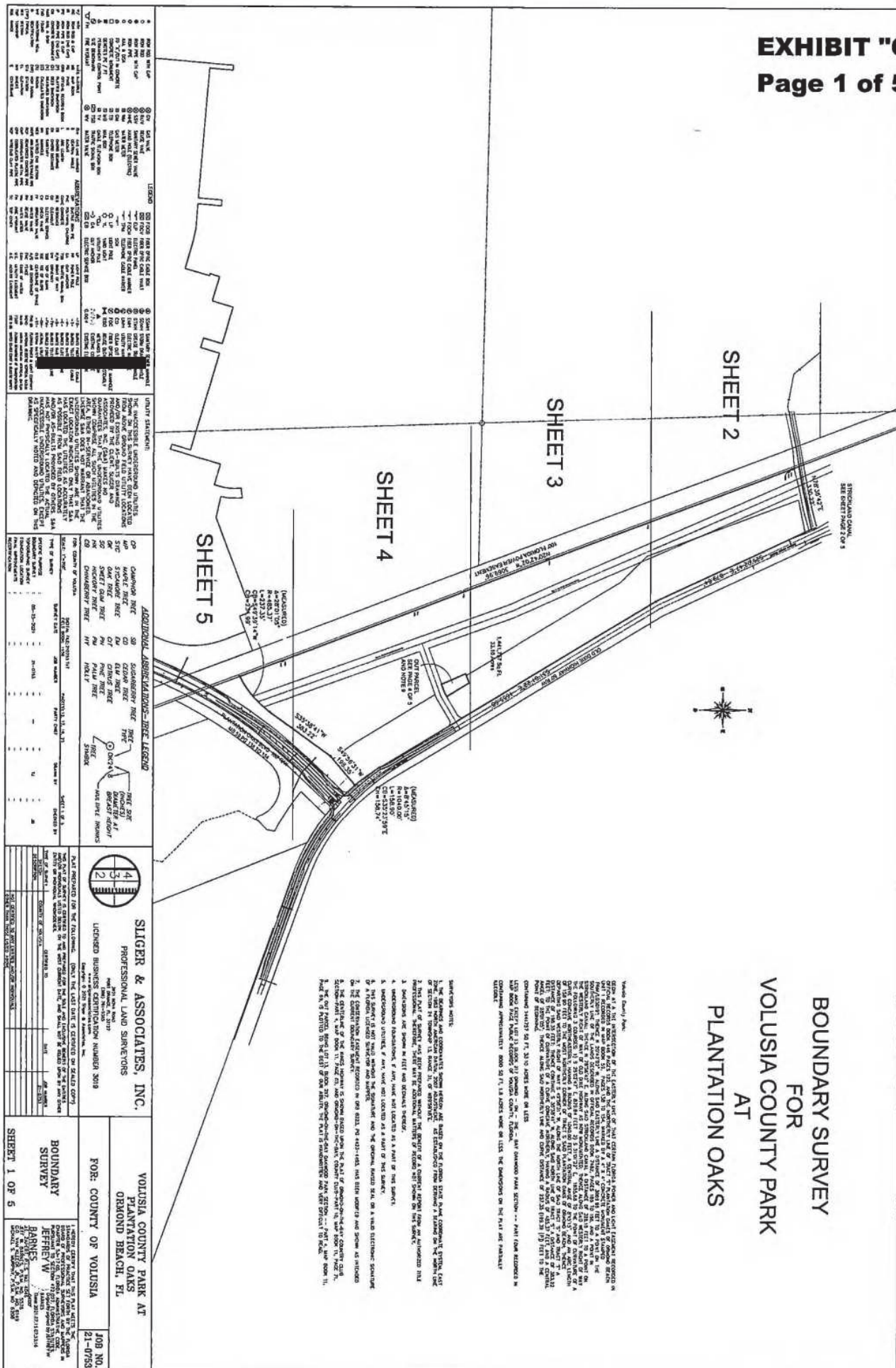


EXHIBIT "C"

Page 1 of 5

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



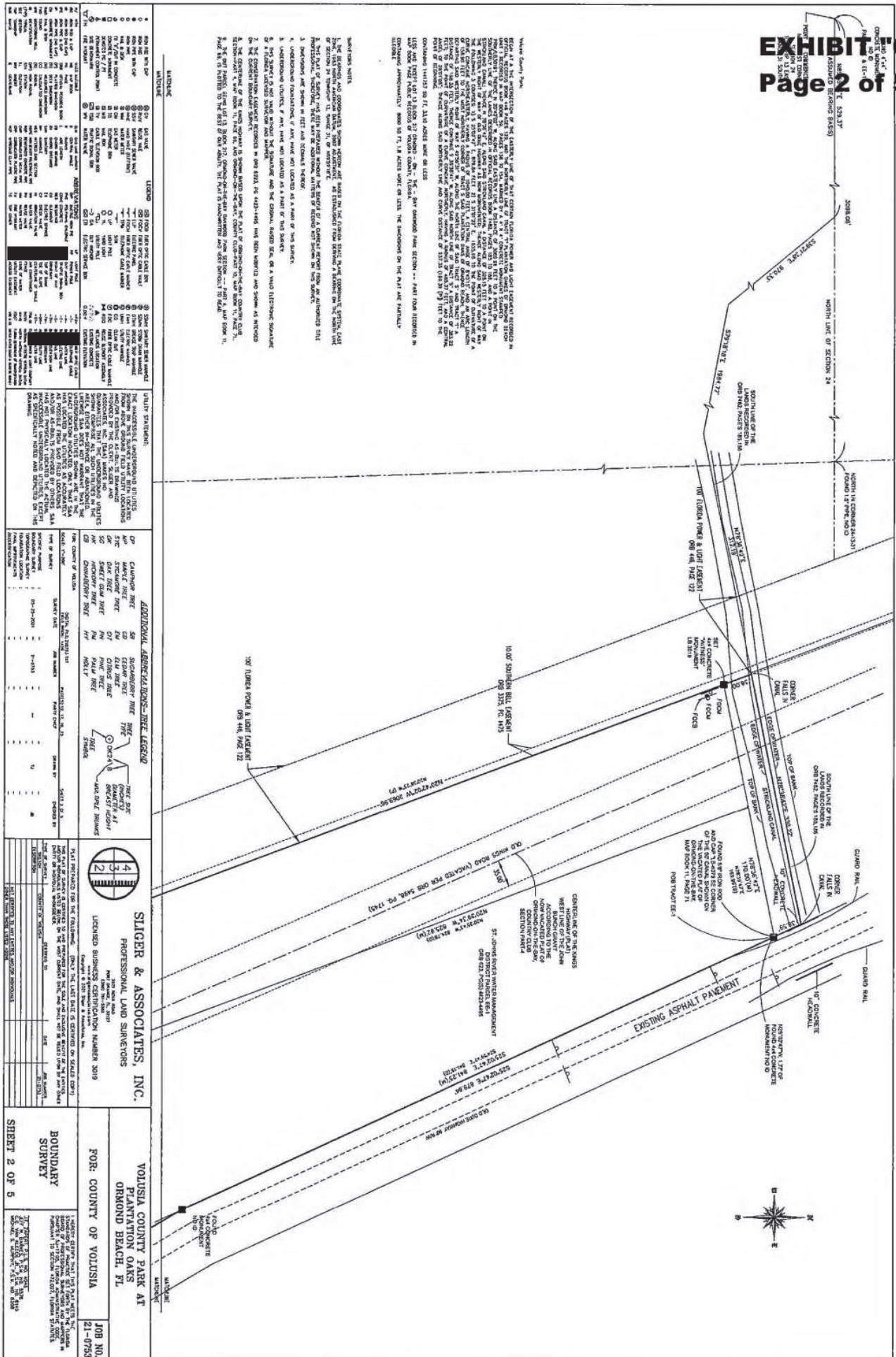
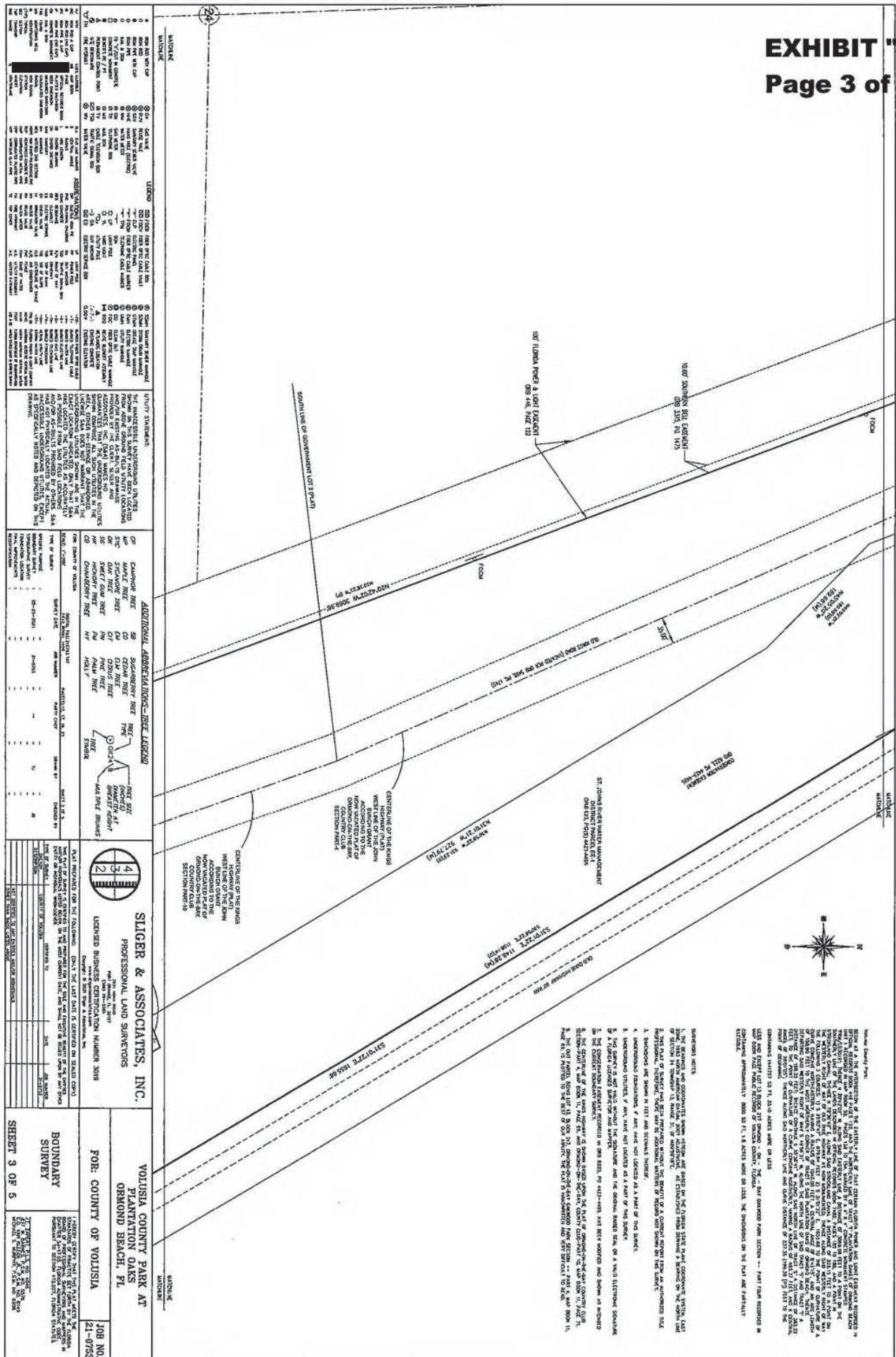


EXHIBIT "C"

Page 3 of 5



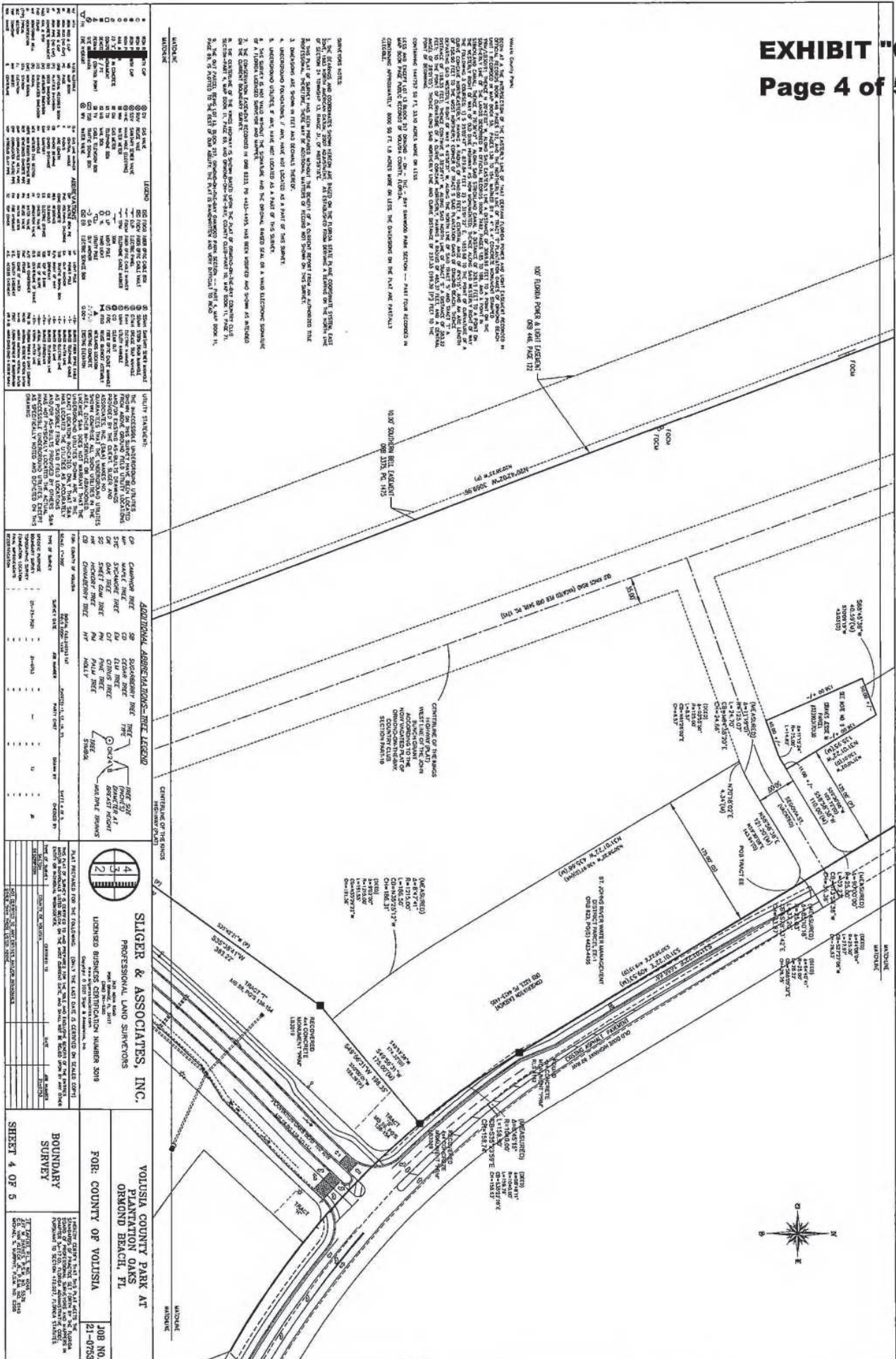


EXHIBIT "D"**Page 1 of 3**

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
Summary of Major Amendment Request
May 25, 2022
Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

Planning Board minutes from May 9, 2024

ITEM:

PZ-2024-035

Archer's Mill, Phase 6
Final Plat

April 11, 2024

Mr. Galloway moved to approve the April 11, 2024 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. PZ 2024-033 – Archer's Mill, Phase 2 Final Plat

Mr. Spraker, Planning Director, stated that this is an application submitted from Firestar 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 300 Bracer Way. Mr. Spraker explained the three-step process, beginning with the zoning aspect and advised that the subdivision is currently under construction. Mr. Spraker concluded that final plats are reviewed by the Site Plan Review Committee (SPRC), the City Attorney's Office and the City Surveyor and the SPRC recommends approval of the Archer's Mill, Phase 2 Final Plat.

Applicant's Presentation

Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, introduced himself and stated that he is in attendance to answer any questions for the final plat.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for questions.

Mr. du Moulin asked if part of the subdivision is being built on a golf course. Mr. Mynchenberg replied that there was a plan for a golf course in 2004, but has since been eliminated. A lot of the previous plan golf course fairways and tee boxes are now all lakes, with a lot of the lots being now lakefront lots.

Board Recommendation

Chairman Thomas entertained a motion.

Ms. Shull motioned to approve PZ 2024-033 – Archer's Mill, Phase 2 Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

B. PZ 2024-035 – Archer's Mill, Phase 6 Final Plat

Mr. Spraker, Planning Director, explained the application 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 3341 Bonspiel Drive. Mr. Spraker added that phase 6 is located just below phase 2. The final plats are reviewed by the SPRC, the City Attorney and City Surveyor and the SPRC recommends approval of the Archer's Mill, Phase 2 Final Plat.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for questions.

Mr. Galloway congratulated Mr. Mynchenberg on his new grandchild.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Scudiero motioned to approve PZ 2024-035 – Archer’s Mill, Phase 6 Final Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

VIII. PUBLIC COMMENTS

Ms. Robin Magleora, 88 Greenwood Avenue, stated that she has resided in southeast Florida for 40 years and relocated to Ormond Beach three and half years ago and expressed her disbelief in trying to stop the fuel terminal from being built in this quaint town and her fight for her community and way of life. Ms. Magleora continued that the company that wants to build the Belvedere Terminal has a dismal safety record and have never built a fuel terminal. The facility would hold million gallons of fuel brought in by trains and would be transferred to holding tanks, 120’ in circumference and 40’ tall. Ms. Magleora continued that the fuel would be transferred from the tanks into tanker tops for distribution and approximately 185 tankers would be on the roadway at the intersection of Hull Road and U.S. Highway 1 daily, 24 hours a day, seven days per week. The location of the proposed fuel terminal is inappropriate and a danger to the community. Neighborhoods are located within .5 miles, with the Sports Complex and the Ormond Beach Municipal Airport, also in close proximity. Ms. Magleora commented that Ormond Beach has built the community around Hull Road which is no longer an I-2, Heavy Industrial area. She added that the community needs to stand together to protect their way of life, safety, environment, and beautiful town of Ormond Beach. She asked for a letter of opposition to assist in stopping the building of the fuel terminal and asked the Planning Board to stand with them.

Mr. David Smith, 7 Grackle Lane, stated that he lives in Ormond Lakes and is in close proximity to the proposed Belvedere Fuel Transfer and Storage Facility and has lived in his home for over 50 years. He spoke for himself and other nearby property owners and stated that they object to any adjustment of zoning or legislation that would facilitate any installation, or a permit allowing utility services or commencement of building of a fuel transfer storage facility to 874 Hull Road, Ormond Beach. Mr. Smith added that they condemn the intent to transfer and store millions upon millions of gallons of dangerous and volatile and environmentally toxic gasoline and other fuels in such close vicinity to citizens, wildlife, and ecologically wetlands and waterways. He continued that they condemn the threat to their personal safety and hazard of transfers, stowage, leakage, explosion, release of fumes, and transportation past their entrance, already overwhelmed with traffic and the soon pending reconstruction of the Interstate 95 interchange. Mr. Smith continued that they condemn the irreputable financial harm the installation would cause to the property values in a community of homeowners that existed long before Belvedere had any interest in the Ormond Beach area. He added that fire emergency air



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-18

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ARCHER'S MILL, PHASE 6" SUBDIVISION, SHOWN WITHIN PHASE 3 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 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).

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

August 6, 2024 - City Commission

Number: 7.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-19
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Tides Edge at Ormond Beach Subdivision, Final Plat (SECOND READING)		
Summary:	This is a request for a final plat submitted by Ormond Beach Holdings, LLC, for the subdivision of 3.49 acres into 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. The site is designated "Low Density Residential" (LDR) on the City's Future Land Use Map and is zoned R-3, Single-Family Medium Density. The land area for the final plat was part of the former Florida Hospital Oceanside property and contained a building of 114,100 square feet. The preliminary plat was approved by Resolution 2023-46 on January 24, 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 R-3, Single-Family Medium Density zoning district. The Planning Board reviewed the final plat on March 14, 2024 and recommended approval. There were no individuals who spoke for or against the final plat application. The Planning Board minutes are attached to this item.		
Financial Impact:	There is no financial impact associated with the Tides Edge at Ormond Beach subdivision final plat application.		
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 R-3, Single-Family Medium Density zoning district 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 recommenced APPROVAL of the final plat for the Tides Edge at Ormond Beach subdivision consisting of 15 single-family lots on approximately 3.49 acres.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-19 Tides Edge at Ormond Beach - Final Plat (P24-0045G) 2. Exhibit A, Tides Edge 3. 03.14.2024, Tides Edge Final Plat, PB Staff Report 4. 03.14.2024, Planning Board minutes, Tides Edge Final Plat 5. Ordinance BIE, Tides Edge Final Plat	
Approval:	Kelly McGuire, Finance Director 7/24/2024 Shawn Finley, Assistant City Manager 7/24/2024 Joyce Shanahan, City Manager 7/31/2024	

ORDINANCE NO. 2024-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “TIDES EDGE AT ORMOND BEACH” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the land area for the final plat for the subdivision known as the “Tides Edge at Ormond Beach” is zoned as R-3, Single-Family Medium Density, and dwelling, single-family-detached is a permitted use within the zoning district, and

WHEREAS, the land area for the final plat for the subdivision known as the “Tides Edge at Ormond Beach” is owned by Ormond Beach Holdings, LLC, (a/k/a Ormond Beach Resort Holdings, LLC), and

WHEREAS, on January 24, 2023, the City Commission approved Resolution 2023-46 authorizing a preliminary plat for a 15-lot subdivision for the “Tides Edge at Ormond Beach”, and

WHEREAS, on March 27, 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 February 7, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the final plat for the “Tides Edge at Ormond Beach” 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 the 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 “Tides Edge at Ormond Beach” 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 be completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place;
- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met; and
- (c) The final plat shall include the following note/requirement: Houses constructed on Lots 4, 7 and 11 shall have gutters and piped downspouts installed, to direct stormwater runoff from the roof into the subdivision’s stormwater conveyance system.

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 February 6, 2026.

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

PASSED UPON at the first reading of the City Commission, this 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

PAGE:





PLANNING BOARD STAFF REPORT

Tides Edge at Ormond Beach, Final Plat
Project Number: PP 2023-062

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (first reading), May 7, 2024 (second reading)
APPLICANT:	Ormond Beach Holdings, LLC, property owner
LOCATION:	Portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue
REQUEST:	Final plat approval for 15 single-family lots on approximately 3.49 acres within R-3, Single-Family Medium Density zoning district
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 Ormond Beach Holdings, LLC, for 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.

SECTION 2, BACKGROUND:

The land area for the final plat was part of the former Florida Hospital Oceanside property and contained a building of 114,100 square feet. The structure was located on the property at 264 South Atlantic Avenue with parking located on the remainder of 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue. The former hospital building was demolished in 2019 and the parking lots remained.

Ormond Beach Holdings LLC purchased the subject property and the vacant land at 251 South Atlantic Avenue that has been approved as a 137 room, five story hotel. The Tides Edge land area has obtained the following approvals:

1. Land Use: Ordinance 2023-03 – approved January 24, 2023. The Ordinance approved a Comprehensive Plan Land Use Map amendment for the Tides Edge land area from “Public Institutional” to “Low Density Residential”.
2. Zoning: Ordinance 2023-06 - approved January 24, 2023. The Ordinance approved an amendment to the zoning map for portions of the Tides Edge land area from B-7, Highway Tourist Commercial to R-3, Single-Family Medium Density.
3. Preliminary plat: Resolution 2023-46 – approved January 24, 2023. The Resolution authorized the construction of 15 single-family lots on approximately 3.49 acres.
4. Site Plan Review Committee: approved March 27, 2023. The approved site plan includes construction drawings of the subdivision construction.
5. Engineering permit: issued February 7, 2024. The engineering permit authorized site construction per the approved site plan.

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) on the city’s Future Land Use Map and is zoned R-3, Single-Family Medium Density. 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	Dunkin Donuts and single-family residential, proposed parking lot	"Tourist Commercial", "Low Density Residential" and "Low Intensity Commercial"	B-7, Highway Tourist Commercial, R-3, Single-Family Medium Density and Planned Business Development
South	Restaurant and single-family residential	Tourist Commercial" and "Low Density Residential"	B-7, Highway Tourist Commercial and R-3, Single-Family Medium Density
West	Single-family residential	"Low Density Residential"	R-3, Single-Family Medium Density
East	Commercial uses and single-family residential	Tourist Commercial" and "Low Density Residential"	B-6, Oceanfront Tourist Commercial and R-2, Single-Family Low Density

Key attributes of the Tides Edge development include:

1. The existing parking lots would be removed as part of the subdivision improvements.
2. The existing impervious area of the 3.49-acre site is 2.31 acres (66% of the site). The proposed impervious area of the Tides Edge subdivision is 1.72 acres (49% of the site).
3. The subdivision proposes a masonry wall abutting (1) the proposed hotel parking lot, (2) South Atlantic Avenue behind the landscape buffer, and (3) Beach Johnny's restaurant. The wall maintenance shall be the responsibility of the Homeowner's Association.
4. There is a 20' landscape buffer abutting South Atlantic Avenue along proposed lots 13-15. The landscape buffer shall be the responsibility of the Homeowner's Association.
5. The project will provide stormwater in four (4) dry retention areas.
6. The construction of single-family houses would comply to the R-3, Single-Family Medium Density zoning district standards for height, setbacks, and lot coverage.

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 Tides Edge 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 4, 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 an R-3, Single-Family Medium Density zoning designation and the proposed final plat is consistent with the zoning approval as determined by the Site Plan Review Committee.

- (3) The final plat shall demonstrate consistency with the preliminary plat.**

The preliminary plat was approved with Resolution 2023-46 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 Tides Edge at Ormond Beach subdivision consisting of 15 single-family lots on approximately 3.49 acres. The final plat is consistent with the approved preliminary plat and the R-3, Single-Family Medium Density zoning designation.

Attachments:

Attachment 1: Project maps

Attachment 2: Preliminary plat, Resolution 2023-46

Attachment 3: Final plat

Attachment 4: R-3, Single-Family Medium Density zoning district

ATTACHMENT 1

Project Maps

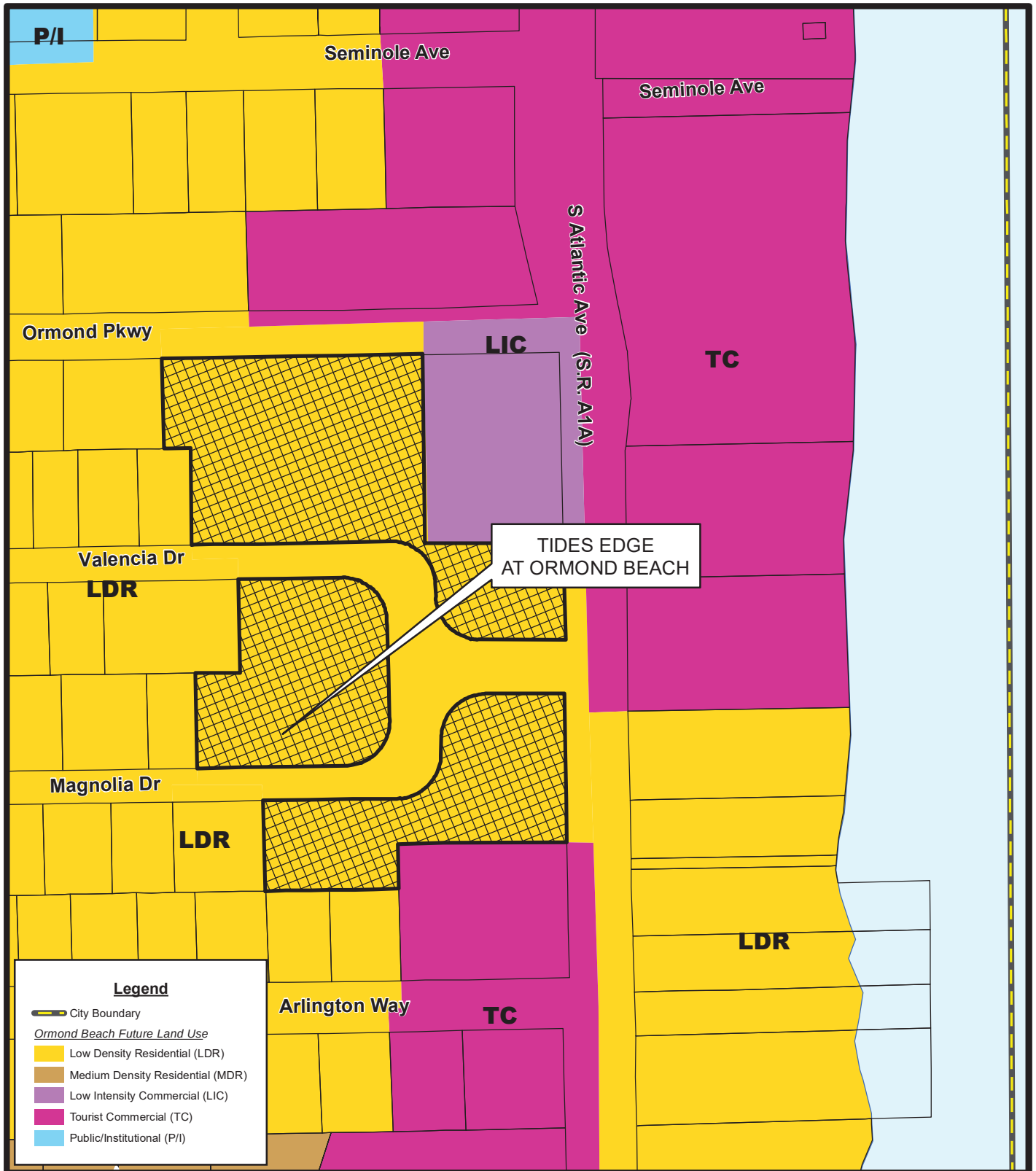


**AERIAL MAP
TIDES EDGE AT ORMOND BEACH
FINAL PLAT**

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

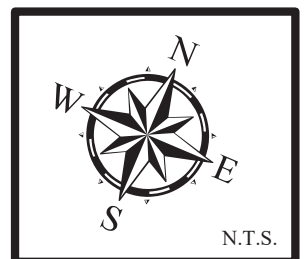


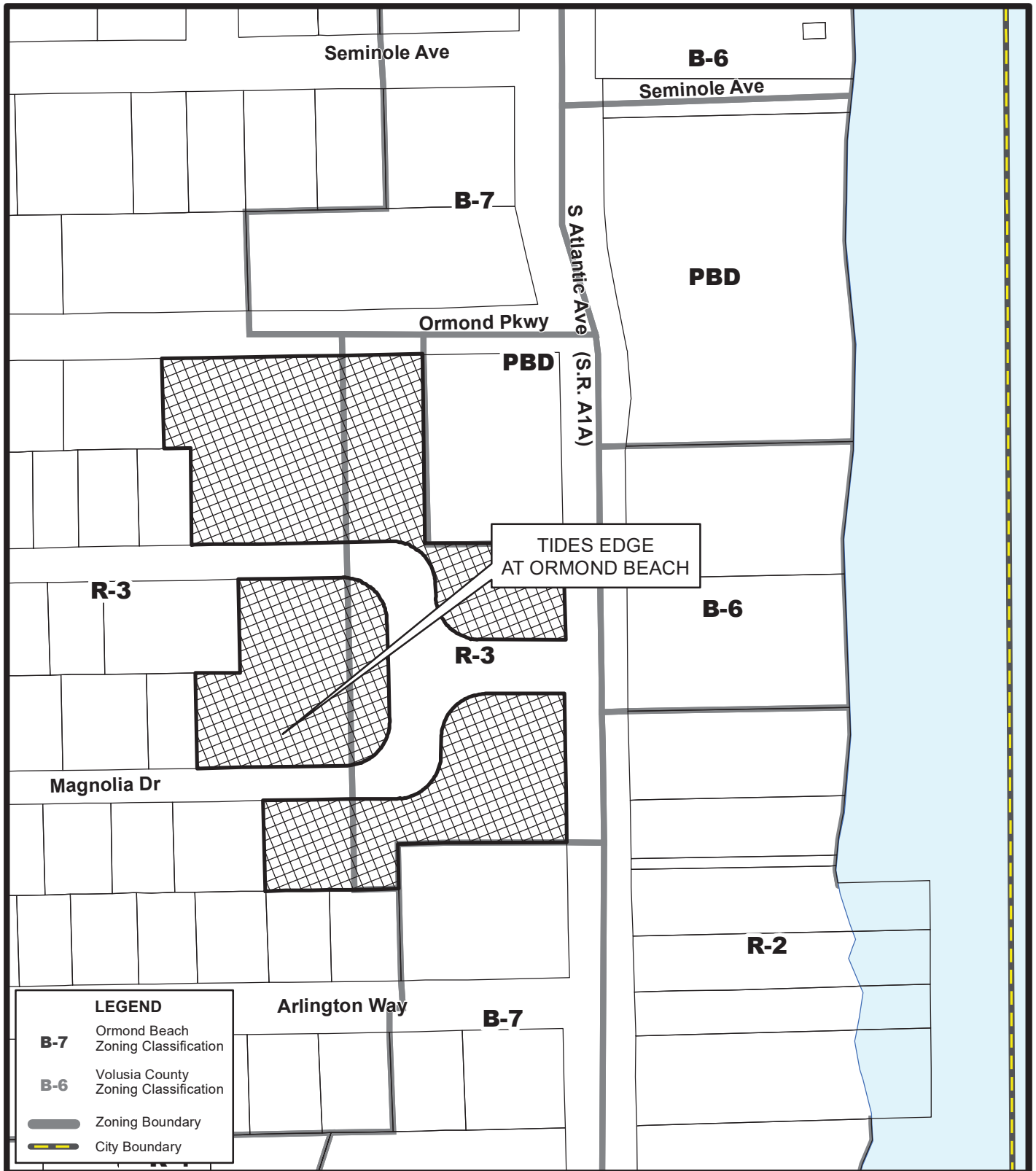
N.T.S.



FUTURE LAND USE MAP TIDES EDGE AT ORMOND BEACH FINAL PLAT

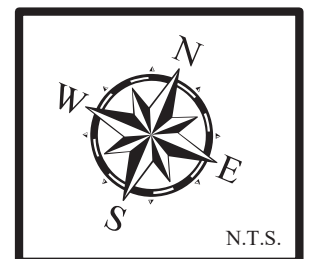
Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024





**ZONING MAP
TIDES EDGE AT ORMOND BEACH
FINAL PLAT**

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024



ATTACHMENT 2

Preliminary Plat, Resolution
2023-46

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE “TIDES EDGE AT ORMOND BEACH” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company (the “Applicant/Property Owner”) has submitted the preliminary plat for “Tides Edge at Ormond Beach”, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the Applicant has requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-06) pertaining to the subject property. The change in zoning (Ordinance No. 2023-06) pertaining to the subject property is contingent upon the small-scale land use *Comprehensive Plan* amendment being approved, and becoming effective, in accordance with Section 163.3184(12) and Section 163.3187, *Florida Statutes*, and

WHEREAS, the proposed preliminary plat is contingent upon the *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-06) becoming effective, 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 15-lot preliminary plat for the “Tides Edge at Ormond Beach”, as shown in the construction plans attached hereto as Exhibit “A” and preliminary plat attached hereto as “Exhibit “B” and incorporated herein by reference.

SECTION TWO. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-06) pertaining to the subject property, this preliminary plat shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

SECTION THREE. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, 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 “Tides Edge at Ormond Beach”.

APPROVED AND AUTHENTICATED, this 24th day of January, 2023.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



SITE INFORMATION

SUBDIVISION OF 3.48 AC INTO 15 SINGLE FAMILY LOTS INCLUDING ASSOCIATED STORMWATER, UTILITY, AND LANDSCAPING IMPROVEMENTS.

DATE: 11/11/2005 10:10:00

EXISTING ZONING: B-1 PROFESSIONAL
B-3C SINGLE-FAMILY

SALE AREA = 151,910 SF = 3.4

SETBACKS:

MINIMUM FLOOR AREA = 1,400

FDOT GENERAL NOTES

4. IF THE DEPARTMENT DETERMINE THAT THE RECORD IS NOT SIGNIFICANTLY WITH A RECORD

OF THE PERMITTED WORK SHEET REQUEST.

8. ALL CONCRETE SHALL BE AN

DEVICES.

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32114
(386) 677-6591 FAX (386) 677-2114 E-MAIL: info@porkermjynchberg.com
PORKER WINCENERG P.E. #32645 R.L.A. #0001553.

KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

FLOOD MAP

ZONING MAP
R-3C SINGLE-FAMILY MEDIUM DENSITY
B-1 PROFESSIONAL OFFICE-HOSPITAL

FUTURE LAND USE MAP

[illegible]

LEGAL DESCRIPTION:

Journal of Interpersonal Violence 26(1) 10-21, 2011
© The Author(s) 2011. Reprints and permissions: [DOI: 10.1177/0886260510392811](http://sagepub.com/journalsPermissions.nav)
http://jiv.sagepub.com
SAGE

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FIGURE	DESCRIPTION
1	COVER SHEET
2	BOUNDARY & TOPOGRAPHIC SURVEY
3	REGULATORY & EROSION CONTROL PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	PAVEMENT PLAN
8	IRIGATION PLAN
9	IRIGATION DETAILS
10-3	PAVING AND DRAINAGE DETAILS
11	LANDSCAPE DETAILS
12	PAVEMENT DETAILS
13	PAVEMENT DETAILS
14	PAVEMENT DETAILS
15	PAVEMENT DETAILS
16	PAVEMENT DETAILS

SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

1) THERE ARE NO WETLANDS LOCATED

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. #000155
STEVE BUSHELL P.E. #35985 R.L.A. #A666670
KEVIN A. LEE P. #7150
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TIDES EDGE AT ORMOND BEACH
PRELIMINARY PLAT AND CONSTRUCTION PLANS

COVER SHEET

SHEET NO.
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

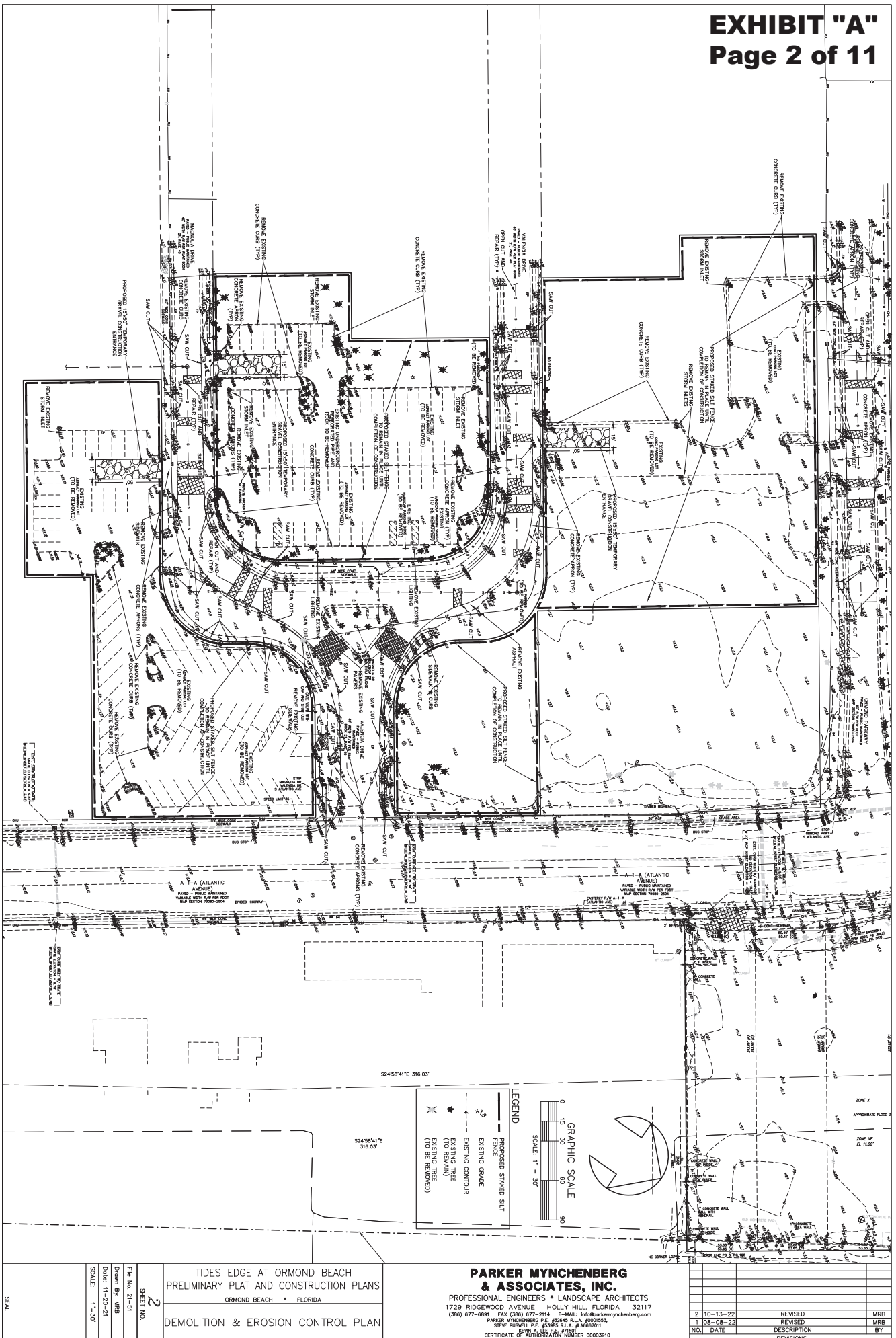


EXHIBIT "A"
Page 3 of 11

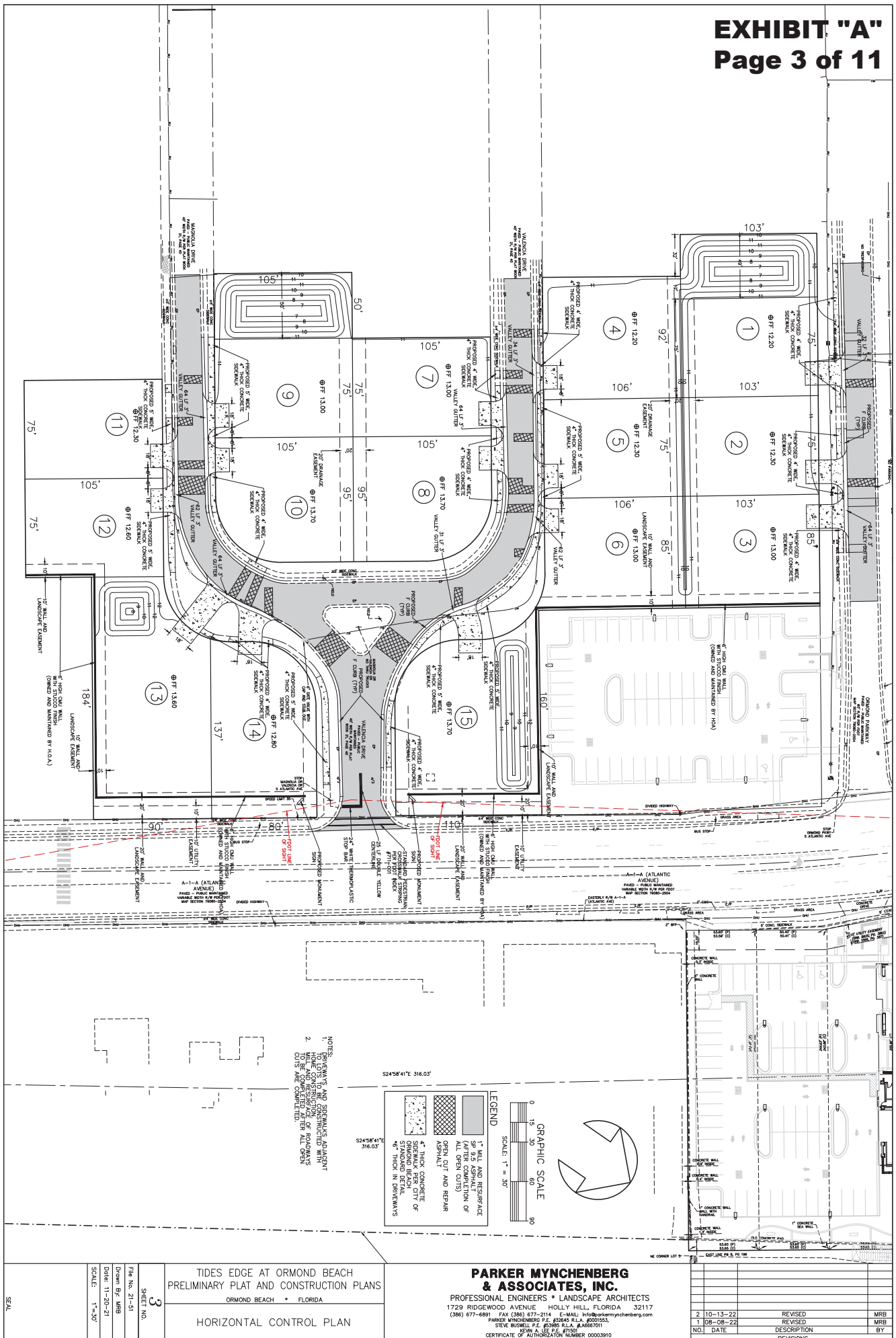
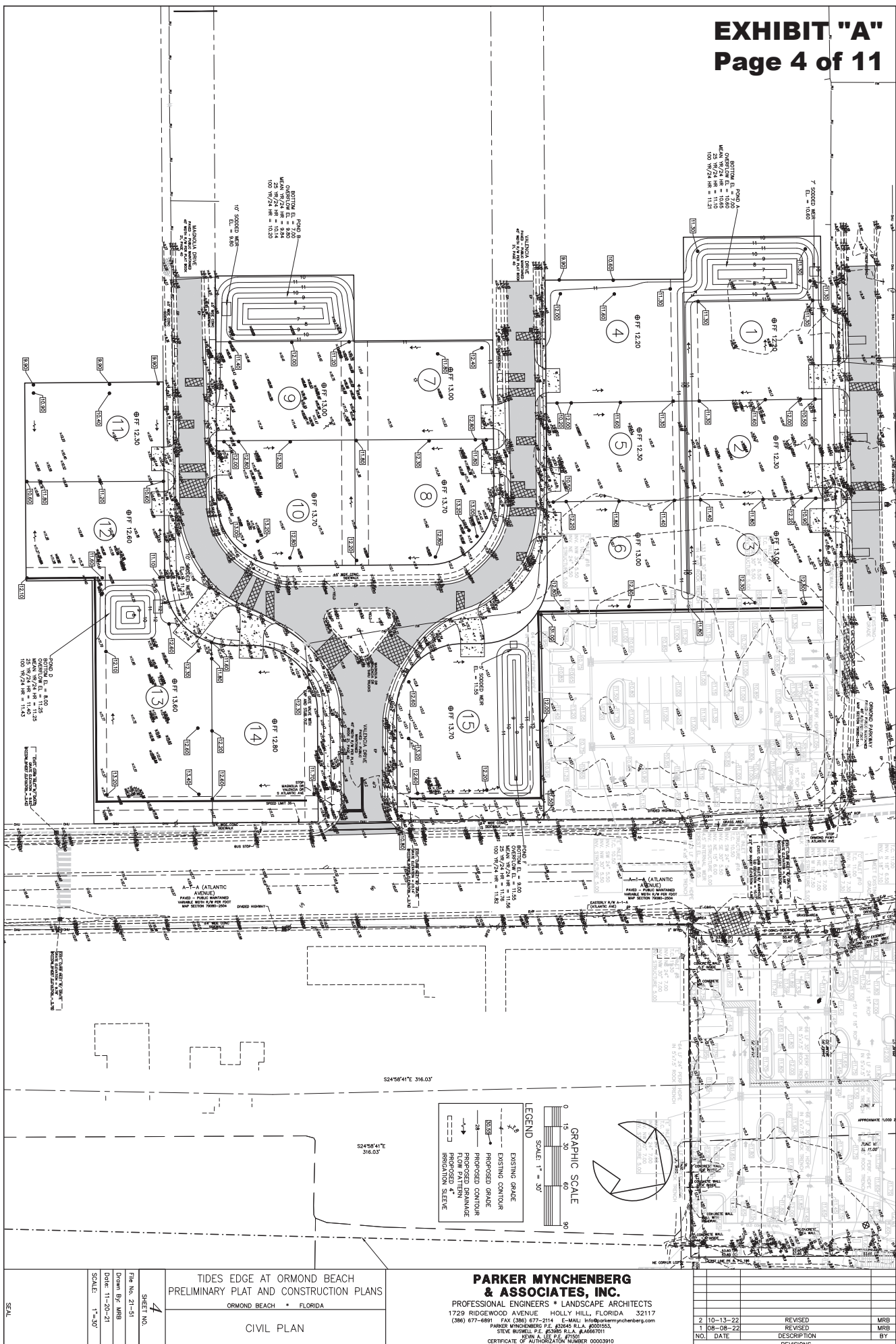
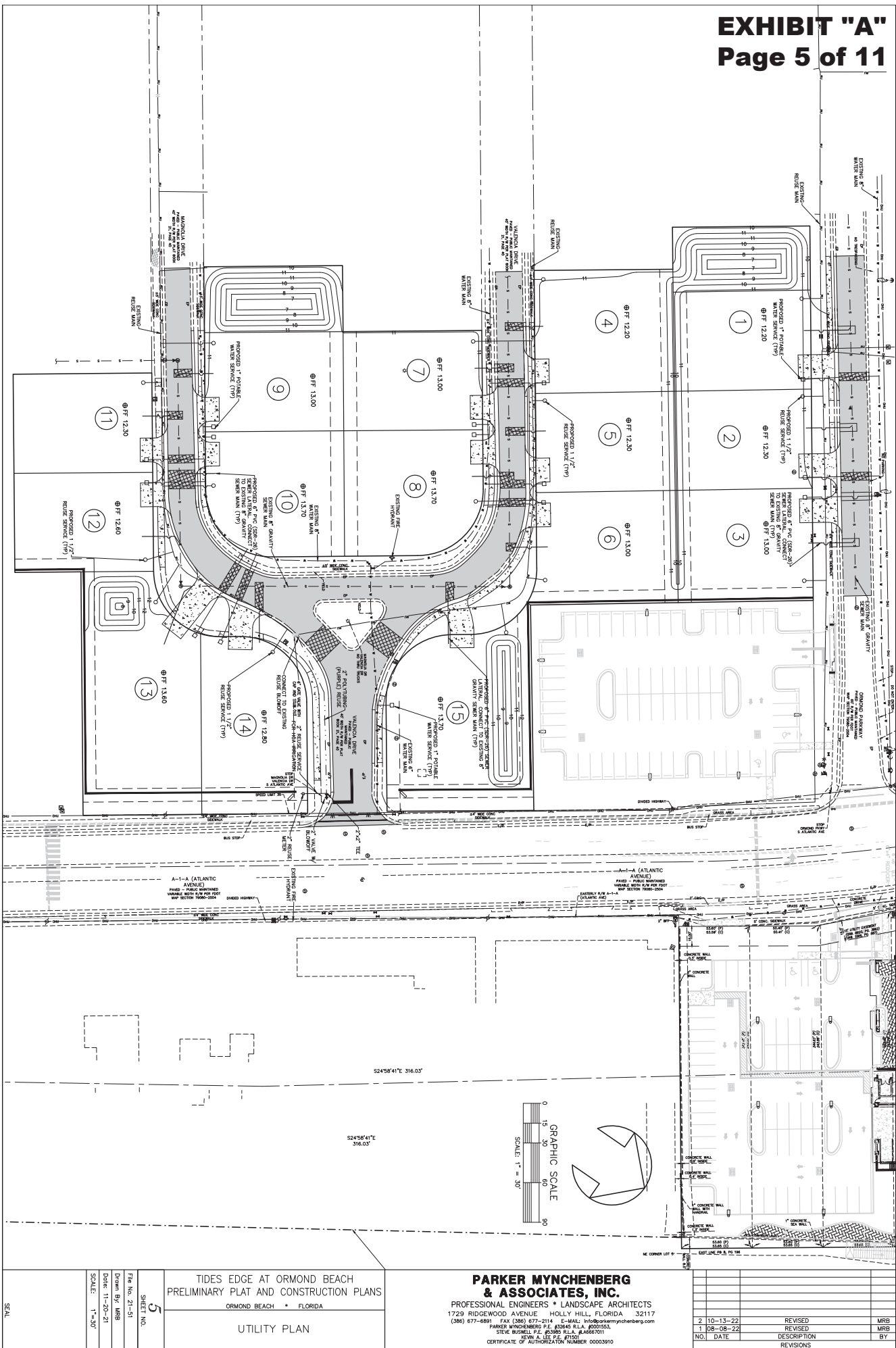


EXHIBIT "A"
Page 4 of 11

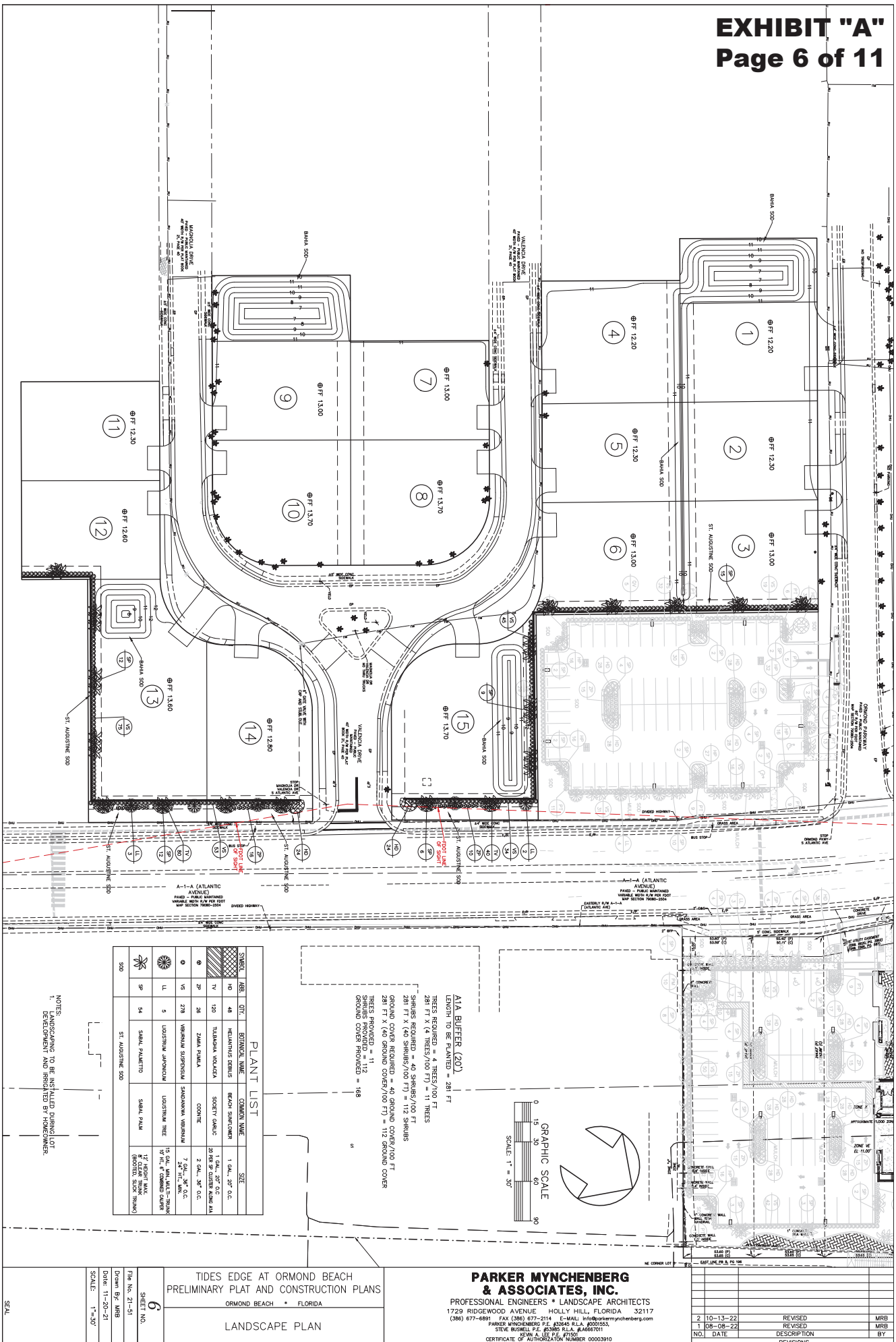


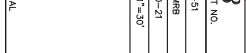


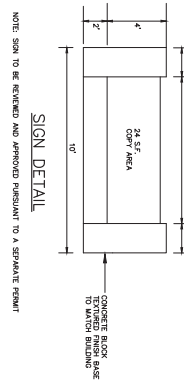
TIDES EDGE AT ORMOND BEACH
PRELIMINARY PLAT AND CONSTRUCTION PLANS
ORMOND BEACH • FLORIDA
UTILITY PLAN

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 & ASSOCIATES, P.C. 8000 R.L.A. 8001553
STEVE BUSHNELL, P.E. 80360 R.L.A. #A667011
JAMES A. BUSHNELL, P.E. 80360 R.L.A. #A667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

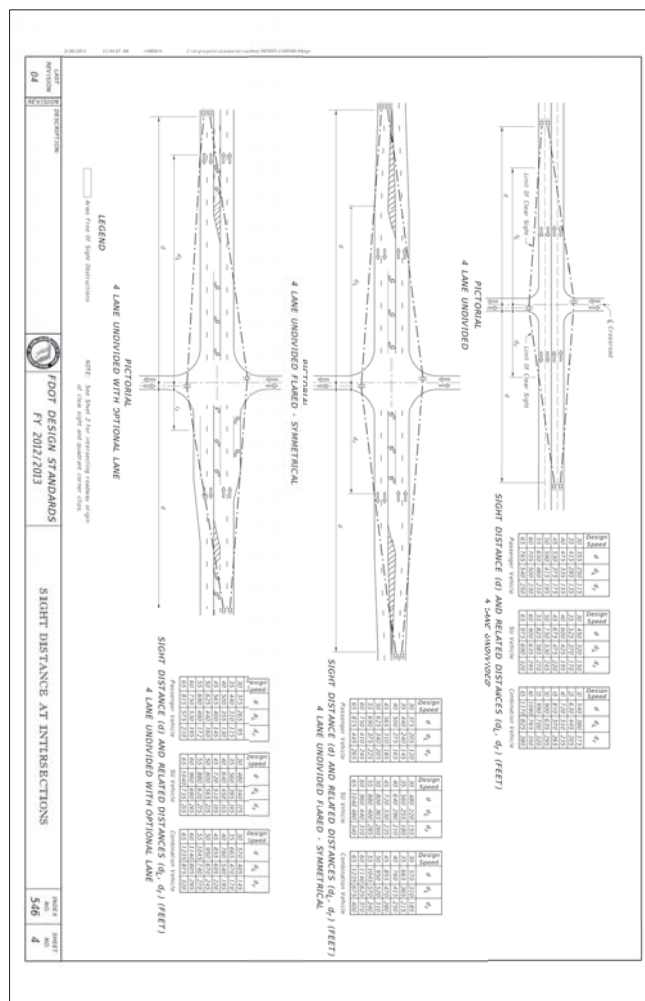
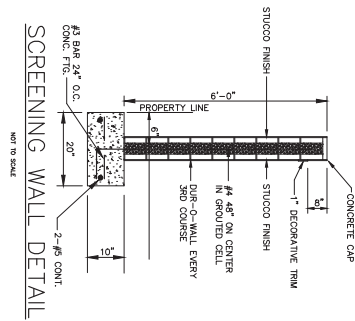
NO.	DATE	DESCRIPTION	BY
2	10-13-22	REVISED	MRB
1	08-08-22	REVISED	MRB
1	08-08-22	DESCRIPTION	MRB
1	08-08-22	DESCRIPTION	MRB







NOTE: SIGN TO BE REVIEWED AND APPROVED PRIOR TO A SEPARATE PERMIT



SEAL

12

SHEET NO.

FILE NO. 21-51

DESIGN BY: MRB

DATE: 11-20-21

SCALE: NONE

TIDES EDGE AT ORMOND BEACH

PRELIMINARY PLAT AND CONSTRUCTION PLANS

ORMOND BEACH • FLORIDA

PAVING AND DRAINAGE DETAILS

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: h101@parkermynchenberg.com

PARKER MYNCHENBERG & ASSOCIATES, INC. 4000 S.W. 11TH AVENUE, SUITE 200, MIAMI, FL 33135

STEVE BUDWELL, P.E., 63360 R.L.A., #A4667011

CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.

DATE

DESCRIPTION

BY

2

10-13-22

REVISED

MRB

1

08-08-22

REVISED

MRB

LEGAL DESCRIPTION: PER CHICAGO TILE INSURANCE COMPANY
COMMITMENT NO. 101611784

[illegible][illegible][illegible]

LESS LOTS 7, 8, 9, 10, BLOCK "B", OAKLAND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE(S) 18, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE PROPERTY AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

PARTIAL SOUTH OF LOT 6, DRIVE AND NORTH OF ALABAMA, AREA 1, PROXIMATE TO BLOOD 27, DISCONTINUED HEREIN SUBSEQUENTLY.
 BLOOD 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 8

[illegible][illegible]

131 WEST RALEIGH STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9626 FAX: 407.648.9104
WWW.DENBERRY.COM

LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC

ALTA/NSPS LAND TITLE SURVEY
-FOR-
DRMOND BEACH HOLDINGS, LLC
-OF-
264 SOUTH ATLANTIC AVENUE



SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (INSERT CORRECT ITEMS HERE—1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10, 11(b), 13, 22, 23—INSERT CORRECT ITEMS HERE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10-27-2022.

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5A17-050--052, FLORIDA ADMINISTRATIVE CODE.

DATE _____
WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 4633
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

[illegible]

[illegible][illegible]

REV IS I ONS					
FB/PG	DATE	DRAWN	REVISION	CNO	



Dewberry

131 WEST KALEY STREET
SUITE 200
PHOENIX, AZ 85004-4207
PHONE: 327.384.8000 FAX: 402.784.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

NOLUSA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY -FOR-

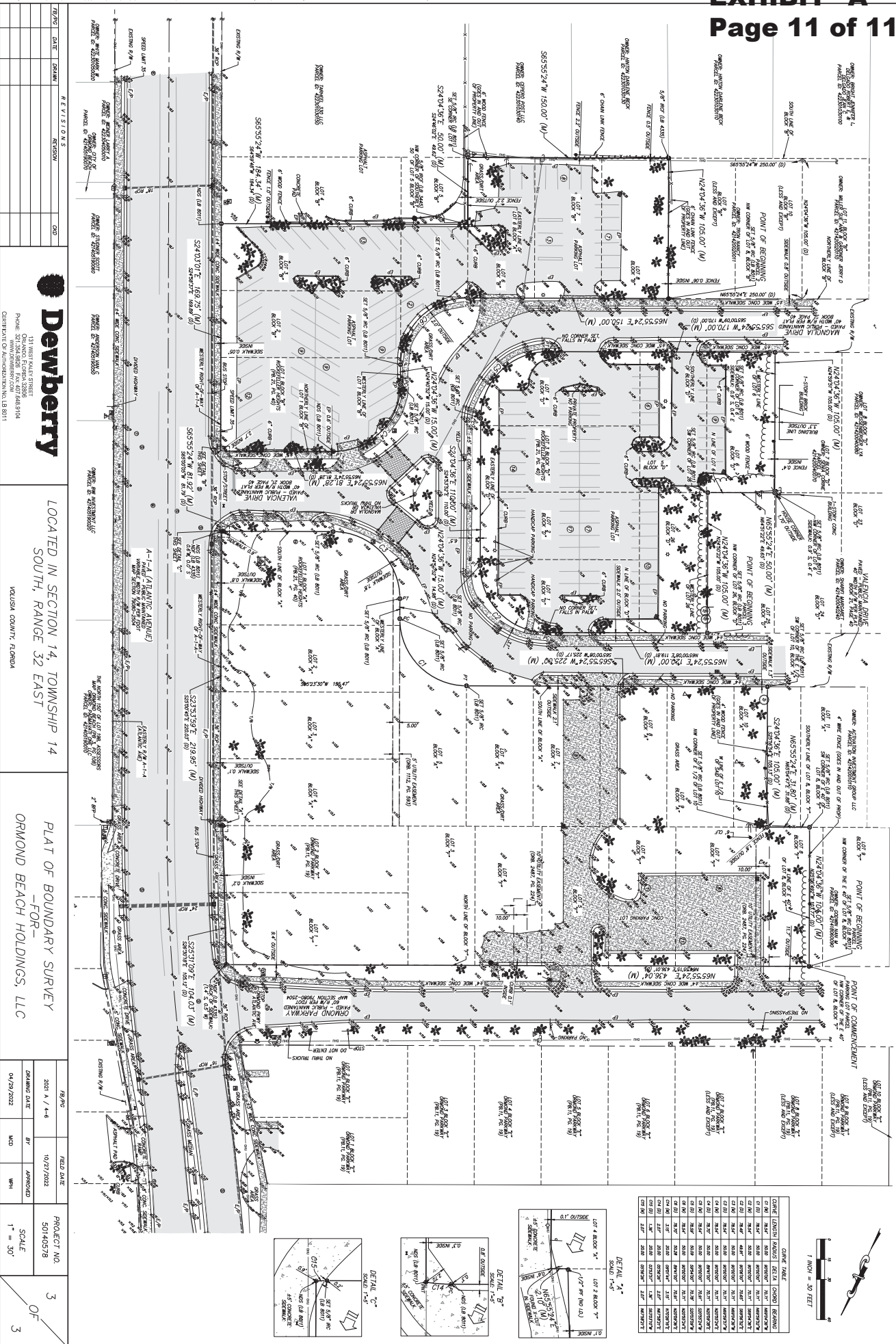
ORMOND BEACH HOLDINGS, LLC

FB/PAGE	FIELD DATE	PROJECT NO.
2021 N.Y.L.-6	10/27/2022	50140578

DRAWING DATE	BY	APPROVED	SCALE
04/29/2022	WDJ	[Signature]	N/A

2
OF
3

EXHIBIT "A"
Page 11 of 11



MAP BOOK:

TIDES EDGE AT ORMOND BEACH
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ORMOND BEACH HOLDINGS, L.L.C., OF SOUTH CAROLINA, LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS IN THE FOREGOING CAPTION TO THIS PLAN, HEREBY DEDICATES SAID LANDS AND PLAT ENTITLED TIDES EDGE AT ORMOND BEACH FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES ALL DRAINAGE EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC.

FILE NUMBER

FILE NUMBER

1	2
3	4

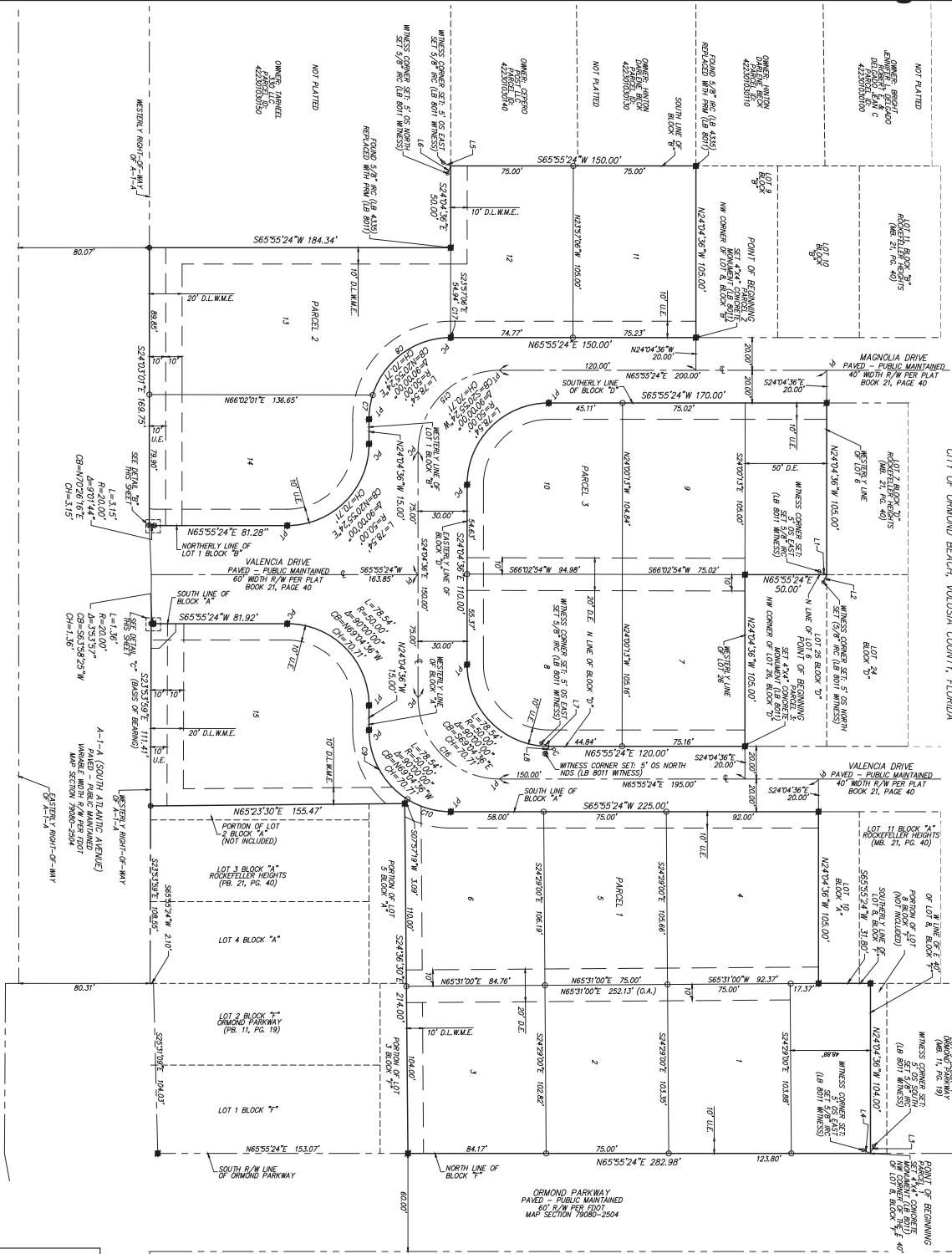
TIDES EDGE AT ORMOND BEACH

SHEET 2 OF 2

MAP BOOK:

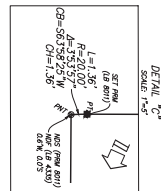
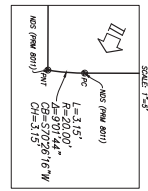
PAGE:

A RE-PLAT OF LOTS 1-9, THE EAST 1/2 OF LOT 10, BLOCK "A", LOTS 1-3, AND 5, LESS THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6-10, BLOCK "B", LOTS 1-6, AND 26, BLOCK "D", ROCKFELLER HEIGHTS, MAP BOOK 21, PAGE 40, AND LOTS 7-10, BLOCK "E", LOTS 1-7, AND THE EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, MAP BOOK 11, PAGE 19, SITUATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



CURVE	LENGTH	RAIUS	DELTA	CHORD	BEARING
C1	15.17'	50.00'	01°19'00"	15.00'	N12°25'06"W
C2	63.31'	50.00'	02°25'44"	59.46'	N23°30'47"E
C3	50.00'	50.00'	03°38'04"	46.46'	N45°03'29"W
C4	27.85'	50.00'	02°01'56"	27.85'	S89°56'21"W
C5	78.54'	50.00'	09°00'00"	70.71'	N20°55'24"E
C6	78.54'	50.00'	09°00'00"	70.71'	N69°04'36"W
C7	0.12'	50.00'	00°00'15"	0.12'	N69°51'16"E

LINE	BEARING	LENGTH
L1	N40°00'00"E	5.00'
L2	N03°00'00"E	5.00'
L3	S07°00'00"E	5.00'
L4	N40°00'00"E	5.00'
L5	N40°00'00"E	5.00'
L6	N07°00'00"E	5.00'
L7	N40°00'00"E	5.00'
L8	N03°00'00"E	5.00'



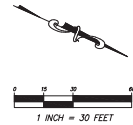
Dewberry
 1515 N. W. 10th Street
 Ocala, FL 32808
 PHONE: 352.236.7200
 FAX: 352.236.7201
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

ATTACHMENT 3

Final Plat

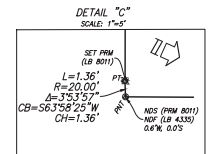
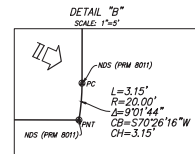
PAGE:

A PLAT OF LOTS 4, 5, 6, 7, A PORTION OF LOT 3, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ALL OF PLAT OF ORMOND PARKWAY, RECORDED IN PLAT BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA



CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C7	15.11'	50.00	077°39'00"	15.05'	N15°29'06"W
C8	63.31'	50.00	072°32'46"	59.16'	N29°30'47"E
C9	50.59'	50.00	057°58'04"	48.45'	N53°03'39"W
C10	27.95'	50.00	032°01'56"	27.59'	S81°56'21"W
C15	78.54'	50.00	090°00'00"	70.71'	N20°55'24"E
C16	78.54'	50.00	090°00'00"	70.71'	N69°04'36"W
C17	0.12'	50.00	000°08'15"	0.12'	N65°51'16"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	5.00'
L2	N0°00'00"E	5.00'
L3	S0°00'00"E	5.00'
L4	N90°00'00"E	5.00'
L5	N90°00'00"E	5.00'
L6	N0°00'00"E	5.00'
L7	N90°00'00"E	5.00'
L8	N0°00'00"E	5.00'



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

ATTACHMENT 4

R-3, Single-Family Medium
Density zoning district

Sec. 2-15. R-3, Single-Family Medium Density Zoning District.

A. PURPOSE:		The purpose of the Single-Family Medium Density (R-3) Zoning District is to stabilize and protect the residential characteristics of existing medium density, single-family neighborhoods and to promote and encourage a suitable environment for family life.																										
B. DIMENSIONAL STANDARDS																												
1. Density	2. Maximum Building Height	3. Maximum Building Coverage	4. Maximum Impervious Lot Coverage	5. Minimum Lot Size	6. Minimum Lot Width	7. Minimum Lot Depth	8. Minimum Perimeter	9. Setbacks																				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody																
5.05 units per acre	30'	35%	75%	8,625 SF	75'	115'	None	25'	20'	8' total 20'	20'	30'																
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS																			
1. Community Residential Home 2. Dwelling, Singe-Family—Detached 3. School, Public			1. Adult Family Care Home 2. Assisted Living 3. Cemetery 4. Family Day Care Home 5. Foster Home 6. Group Home 7. Parks and Recreation Facilities, Private 8. Parks and Recreation Facilities, Public 9. Public Facilities 10. Public Utilities 11. Telecommunication Tower or Antenna, Camouflaged 12. Water Survival Instruction 13. Wind Energy System			1. Adult Day Care 2. Bed and Breakfast Inn 3. Child Care Facilities 4. Historic Preservation Mixed Use 5. House of Worship 6. Nursing Home 7. School, Private			All development must comply with setback requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. Single-family residential buildings shall have the following minimum floor area: <table><tr><th>Type</th><th>1-Story</th><th>Split Level</th><th>2-Story</th></tr><tr><td>A</td><td>1,500 SF</td><td>1,800 SF</td><td>2,100 SF</td></tr><tr><td>B</td><td>1,350 SF</td><td>1,650 SF</td><td>2,000 SF</td></tr><tr><td>C</td><td>1,150 SF</td><td>1,400 SF</td><td>1,750 SF</td></tr></table> The required minimum building square footage for residential structures with a "C" zoning suffix (as shown on the official zoning map), may be reduced by 15% where the chief building official finds that the proposed building is to be occupied by residents which qualify for assistance as low- to medium-income as defined by the United States Department of Housing and Urban Development.				Type	1-Story	Split Level	2-Story	A	1,500 SF	1,800 SF	2,100 SF	B	1,350 SF	1,650 SF	2,000 SF	C	1,150 SF	1,400 SF	1,750 SF
Type	1-Story	Split Level	2-Story																									
A	1,500 SF	1,800 SF	2,100 SF																									
B	1,350 SF	1,650 SF	2,000 SF																									
C	1,150 SF	1,400 SF	1,750 SF																									
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.																												
H. SPECIAL STANDARDS:																												
Nonconformance: Single-family residential lots located within this district and having a minimum lot area of 7,500 square feet, a minimum width of 75', and are located in areas of the city where established street patterns and lot configurations are generally consistent with the 75/7,500 square foot standard, shall be deemed to be conforming lots, subject to the setback and buffer requirements of Ordinance No. 78-35, as existed on December 31, 1991. Parcels within such districts may be divided into lots having minimum lot areas of 7,500 square feet and minimum widths of 75', provided the structure on each lot meets the setback and buffer requirements of Ordinance No. 78-35. However, where the recorded plat or covenants indicate front yards in excess of current city standards for principal buildings, said plat or covenants shall first be properly amended prior to the issuance of a building permit.																												
Approved Plats: Setbacks that are less restrictive than the standards listed above are acceptable, provided that they are either shown on the approved plat or a less restrictive standard was in place at the time of recording the original plat.																												

(Ord. No. 2013-11, § 2, 2-5-2013; Ord. No. 2013-13, § 8, 2-5-2013)

DRAFT

**Planning Board minutes
from
March 14, 2024**

ITEM:

PZ-23-062

Tides Edge at Ormond Beach
Final Plat

February 08, 2024

Ms. Shull moved to approve the February 08, 2024 Minutes. Mr. Jorczak 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 2023-062, Tides Edge at Ormond Beach Subdivision, Final Plat

Mr. Spraker, Planning Director, stated that this is a request for a final plat, for the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements at Tides Edge at Ormond Beach. The subject property includes a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Spraker continued that the property has an R-3 zoning designation (Single-Family Medium Density) and in 2023 the preliminary plat was approved with Resolution 2023-46 that authorized the construction of subdivision improvements and approved the preliminary plat with the layout. The project is under construction at this time. He explained that the final plat is a legal document to subdivide land (lots) after constructing improvements or posting a performance bond and added that the final plat was reviewed by the Site Plan Review Committee (SPRC), City Attorney's Office, and the City Surveyor. Mr. Spraker concluded that the SPRC recommends approval of the final plat.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for questions.

Mr. du Moulin inquired about outstanding site plan comments regarding flooding on the site, but following discussion it was determined that he was referencing another agenda item. Mr. Spraker replied that there are no outstanding site plan comments for this project.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Scudiero motioned to approve PZ 2023-062, Tides Edge at Ormond Beach Subdivision, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. PZ 2024-004, Tomoka Christian Church, Special Exception

Mr. Spraker stated that this is a request by Tomoka Christian Church, for a Special Exception amendment to allow new construction of a stand-alone, two-story building of approximately 20,000 square feet at the Tomoka Christian Church property to include a thrift shop, a pickup food pantry, and second floor offices and associated site improvements. The project is located at 1450 Hand Avenue. Mr. Spraker reviewed the development order process that includes (1) SPRC, (2) a neighborhood meeting, (3) Planning Board review and recommendation, and (4) City Commission



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-19

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "TIDES EDGE AT ORMOND BEACH" 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 Ormond Beach Holdings, LLC, for 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.

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

August 6, 2024 - City Commission

Number: 7.F

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-20
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Woodsprings Suites, Comprehensive Plan Amendment (SECOND READING)		
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 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. The <u>Planning Board</u> 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:	There is no financial impact as the result of this Small-Scale Comprehensive Plan Land Use Map amendment.
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, from "Medium Density Residential" to "Low Intensity Commercial."
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-20 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, Planning Board minutes, Woodsprings Suites 6. 07.18.2024, Lehman letter - Woodsprings Suites 7. Ordinance Business Impact Estimate 10-01-23 OB Form - Woodsprings Suites
Approval:	Kelly McGuire, Finance Director 7/24/2024 Shawn Finley, Assistant City Manager 7/24/2024 Joyce Shanahan, City Manager 7/31/2024

ORDINANCE NO. 2024-20

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 (September 6, 2024); provided, however, that if challenged within 30 days after adoption (September 5, 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 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 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

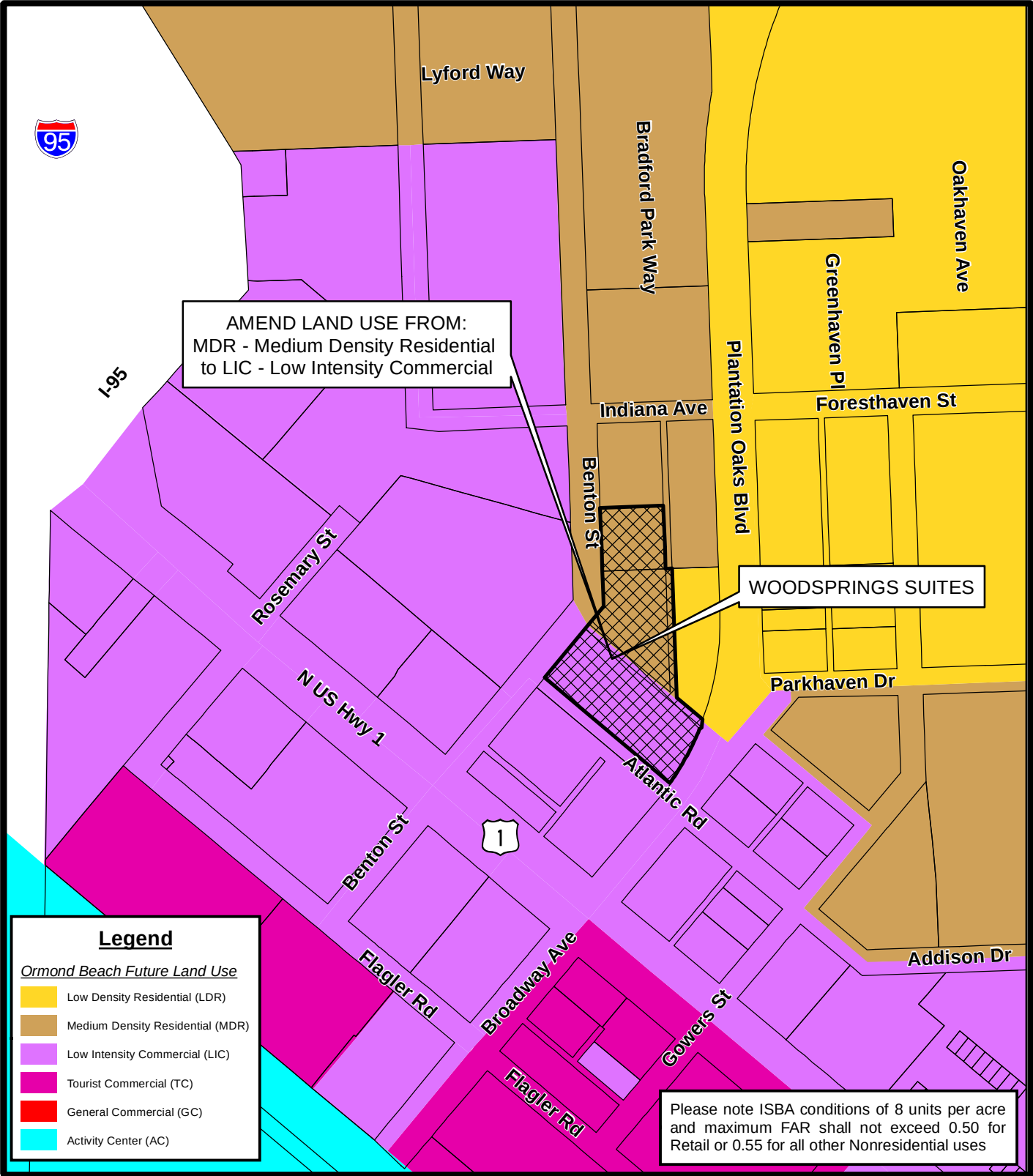


PARCEL ID OF LAND USE CHANGE AREA: 3136-01-34-0220 and 3136-01-01-0022

PARCEL ID OF EXISTING LIC LAND USE 3136-01-34-0140

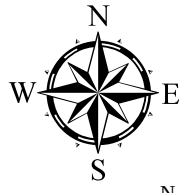
OWNERS: RIDGE LAND HOLDINGS, LLC & RCM PROPERTIES, LLC

APPLICANTS: RIDGE LAND HOLDINGS, LLC & RCM PROPERTIES, LLC



**FUTURE LAND USE MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -**

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024





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, 1 st Reading	April 16, 2024
City Commission, 2 nd 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, 2 nd 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.

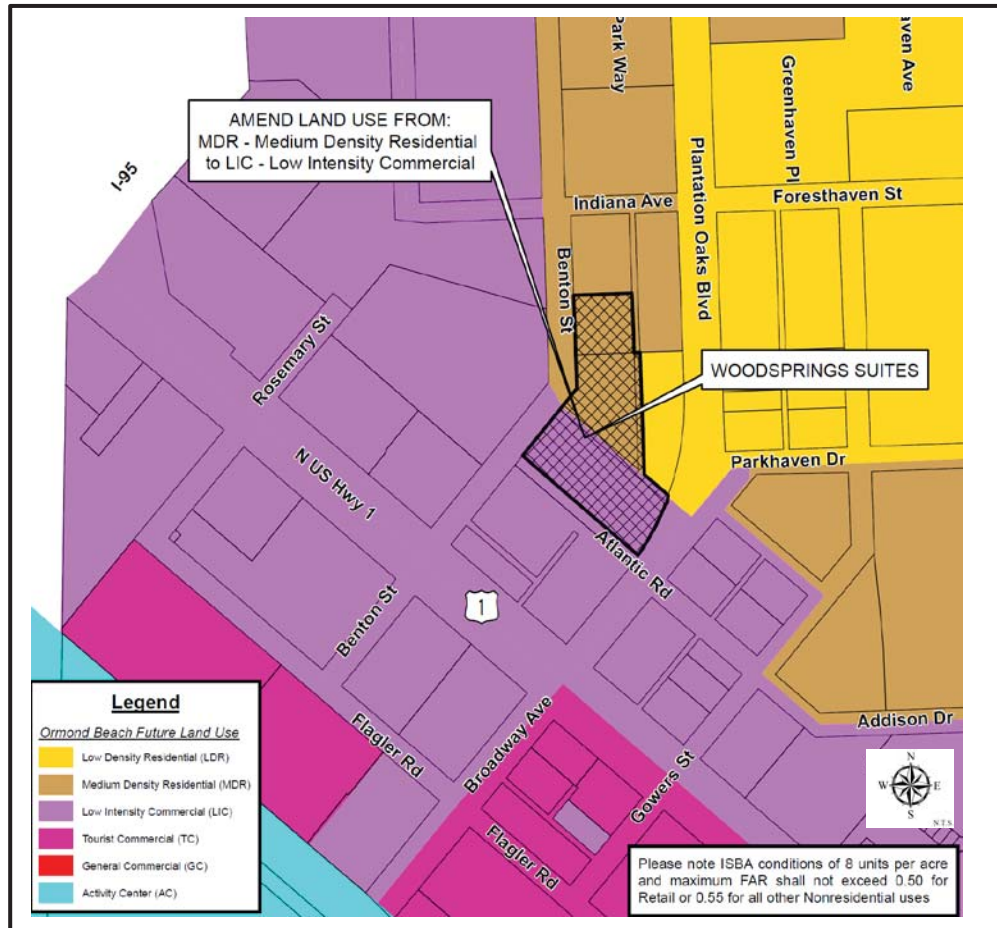
3. Whether the land use is an appropriate use of the land.

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 be 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 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:

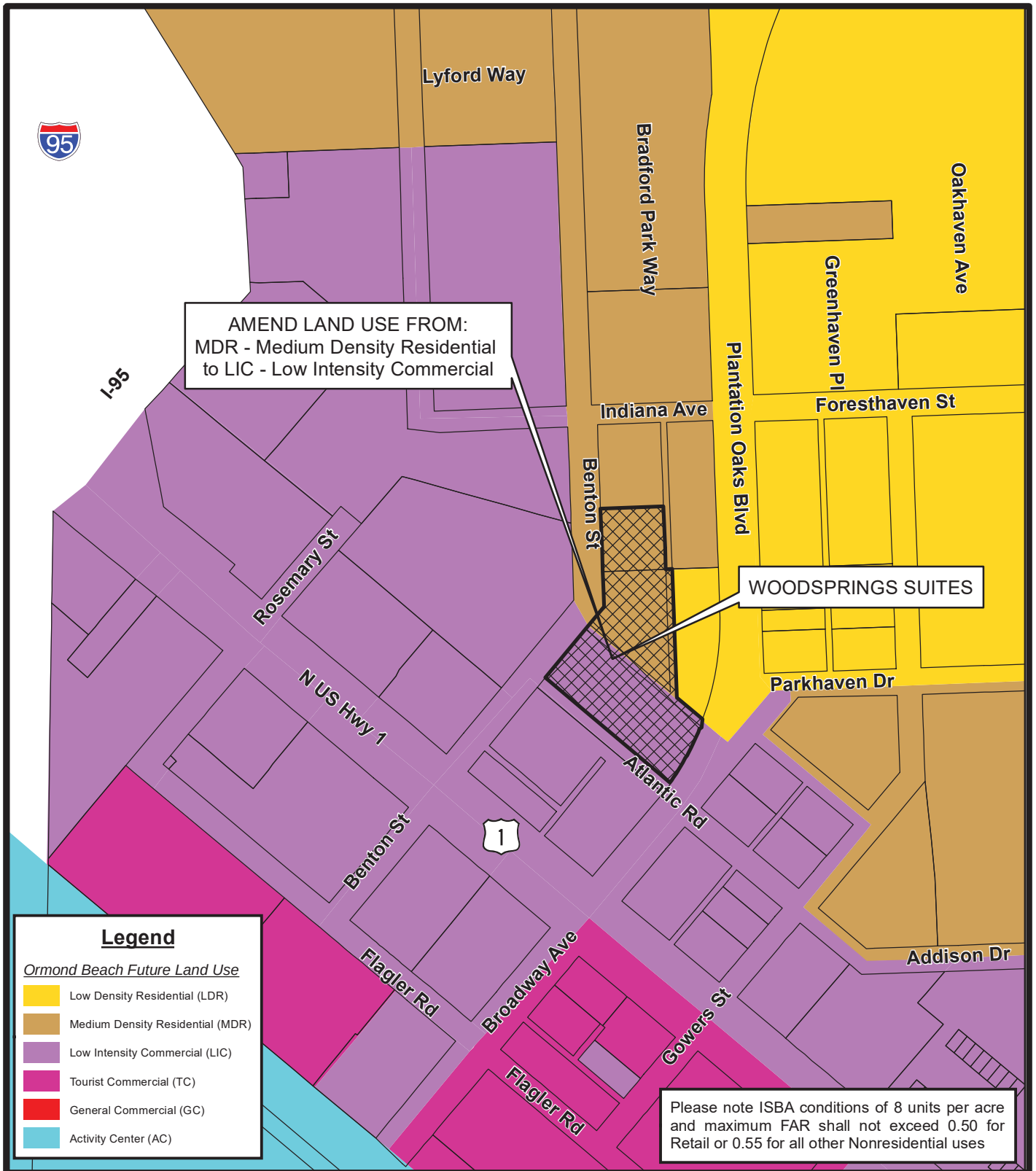
Attachment 1: Land Use map

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



ATTACHMENT 2

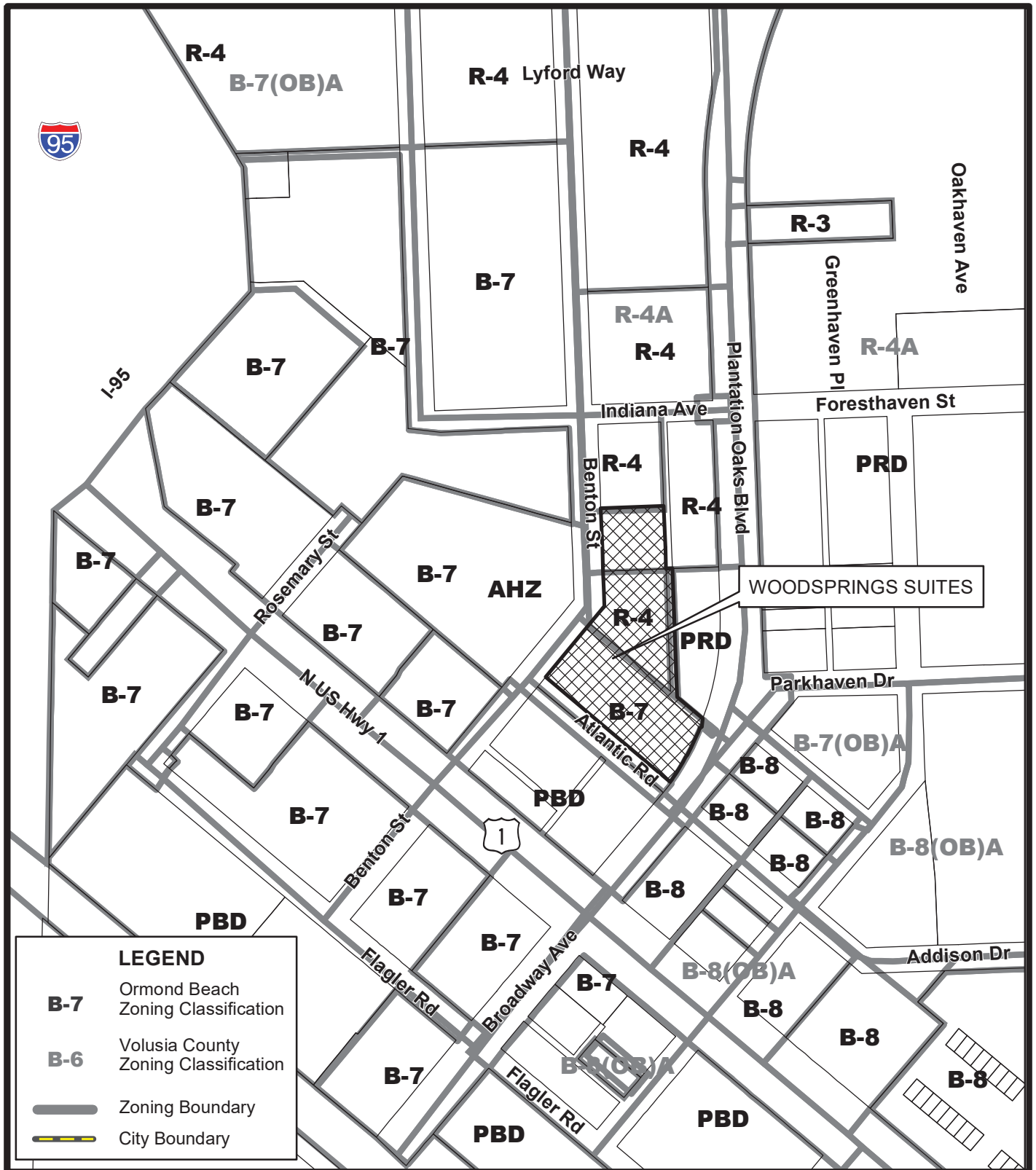
Other maps



**AERIAL MAP
WOODSPRINGS SUITES
- Comprehensive Plan Amendment -**

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024





ZONING MAP **WOODSPRINGS SUITES** **- Comprehensive Plan Amendment -**

Prepared By: The City of Ormond Beach
 G.I.S. Department - February 21, 2024



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

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@germanaengineering.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 SOUTHEASTERNLY LINE OF MONTGOMERY STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15.561 FEET WIDE ROADWAY, THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF 15.561 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 66.963 FEET, AN ARC DISTANCE OF 15.561 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 16; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF LOT 16, FOR AN ARC DISTANCE OF 15.581 FEET TO A POINT ON THE SOUTHEASTERNLY LINE OF LOT 16 AND THE SOUTHEASTERNLY LINE OF ATLANTIC ROAD, A 60 FOOT PARTIALLY OPENED ROADWAY, THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF ATLANTIC ROAD, FOR A DISTANCE OF 387.51 FEET TO THE SOUTHEASTERNLY LINE OF MONTGOMERY STREET AFORESAID; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MONTGOMERY 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 8265, PAGE 2179, V.C.B.

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 VOLUNTA COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA, CONTAINS 35,420 FEET OR 0.813 ACRES
MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.B.

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:

BEGAN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 5, REVISED PLAT OF NATIONAL GUARDS, ACCORDING TO THE MAP OF THE BLOCK AS RECORDED IN PLAT BOOK 10, PAGE 25, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, THENCE NORTH 11° 18' 00" EAST OF THE SOUTHEAST CORNER OF SAID LOT 24, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UN-NAMED ALLEY; THENCE SOUTH 02° 20' 00" MINUTES 18 SECONDS EAST ALONG THE SAID WESTLY LINE OF ALLEY, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 23, SAID BLOCK 5, THENCE TO THE INTERSECTION OF SAID WESTLY 15.00 FOOT ALLEY AND THE NORTH EASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UN-NAMED ALLEY; THENCE ALONG THE NORTH EASTERLY RIGHT-OF-WAY OF SAID 15.00 FOOT UN-NAMED ALLEY, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENSON STREET; THENCE NORTH 44° 04' 00" MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTLY LINE OF BENSON STREET, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, BLOCK 5, THENCE 18 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENSON STREET, A DISTANCE OF 73.16 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTION
TITLE COMMITMENT NO. 7222-83809

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 9 P.B. 10290	Y	PLOTS AS SHOWN
No. 10 886-89 7241511	Y	PLOTS AS SHOWN
No. 11 O.R.S. 14110360	Y	PLOTS AS SHOWN
No. 12 O.R.S. 14110367	Y	PLOTS AS SHOWN
No. 13 O.R.S. 7476747	Y	PLOTS AS SHOWN
No. 14 O.R.S. 786217759	Y	PLOTS AS SHOWN EXHIBIT "A"
No. 15 3058-056 139317143	N	NOTHING TO BE SET

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTION
TITLE COMMITMENT NO. 7222-83092

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 17 P.B. 10250	Y	PLOTS AS SHOWN
No. 18 2018-199 73521741	N	NOTHING TO PLOT
No. 19 C.R.B. 73521759	Y	PLOTS AS SHOWN EXHIBIT "A"

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTION
TITLE COMMITMENT NO. 7222-839829

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
NO. 21 O.R. 2 82171884 O.R. 2 8293878 O.R. 2 832355	Y Y Y	NOTING TO PLOT NOTHING TO PLOT NOTHING TO PLOT
NO. 22 P.R. 10250	Y	PLOTS AS SHOWN
NO. 23 D.R. 315/525	N	NOTHING TO PLOT
NO. 24 O.R. 7478/53	N	DOES NOT PLOT
NO. 25 O.R. 7468/1540	N	DOES NOT PLOT
NO. 26 O.R. 8293/880	N	DOES NOT PLOT

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 10° 42' E) ALONG THE LAST LINE OF LOT 21, BLOCK 14, FORANGE MEASUREMENT 10.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT PER MEASURED BEARING AND DISTANCE NUMBER: 7272-63928-28, DATED: MARCH 14, 2023.
3. SURVEYORS CERTIFICATION IS BASED ON MEASURED BEARING AND DISTANCES.
4. THIS MAP IS INTENDED TO BE DESIGNED 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 PARENTHESES (), WHEN DIFFERS FROM MEASURED.
6. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM NUMBER: 12127-0104K, COUNTY OF CITY ORANGE, FLORIDA. NUMBER 12127-0104K, RAINFALL NUMBER 12127-0104K DATED: SEPTEMBER 29, 2017. THIS PROPERTY IS IN FLOOD ZONE: "AE" (H1.30, 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 MEASUREMENT SURVEYS, LINEAGE OF DATA/HORIZONTAL DATA REFERENCES DATE OF ORIGINAL PLAT.
- A) OFFICIAL RECORD BOOK 8158, PAGE 879, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
- B) OFFICIAL RECORD BOOK 8158, PAGE 2719, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
- C) OFFICIAL RECORD BOOK 8290, PAGE 678, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
- D) OFFICIAL RECORD BOOK 7860, PAGE 3666, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
- E) A COPY OF THE PLAT OF THE 3/4 SECTION 36,666 OF ORMOND BEACH, UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 128-154, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
- G) BOUNDARY SURVEY PERFORMED BY SIEGE ASSOCIATES, INC. DATED: FEBRUARY 7, 2012. JOB NO.: 21-1780. 154.00 AC. SURVEY PREPARED BY SIEGE ASSOCIATES, INC. DATE: MAY 14, 2012. JOB NO.: 22-0678.

9. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE 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 AIA SURVEYING AT THE TIME OF SURVEY. AIA 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.

- 1.1. LIMITATIONS:
 A. THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVES IS/ARE REQUIRED BY FLORIDA STATUTE RULE 61.053(2)(b)(4) AND THE ATTORNEY'S AGREEMENT THAT ALL RECORDED INSTRUMENTS (DEEDS, MORTGAGES AND ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR. BY TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY IS CONDUCTED BY OTHERS WHO DO NOT RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO OBTAIN 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 IT IS FORMULATED, NOT THE 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 SURVEYOR'S 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 STATUTES CHAPTER RULE 5J-17.05(1)(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

- 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 SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBOREST 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: C = CENTERLINE; A-ARC LENGTH (C) = CALCULATED; CA = COMMON AREA; CM = CONCRETE MONUMENT; CNF = CORNER NOT FOUND; D = DELTA; (D) = DEED; DE = DRAINAGE EASEMENT; EL = ELEVATION; EP = EDGE OF PAVEMENT; FD = FOUND; FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION; ID = IDENTIFICATION; INV INVERT; IP = IRON PIPE; IRIC = IRON ROD AND CAP; LB = LICENSED BUSINESS; LS = LICENSED SURVEYOR; M = MEASURED; MB = MAP BOOK; NO = NUMBER; ORB = OFFICIAL RECORDS BOOK; (P) = PLAT; PB = PLAT BOOK; PG = PAGE; P.O.B. = POINT OF BEGINNING; PRM = PERMANENT REFERENCE MONUMENT; PSM = PROFESSIONAL SURVEY AND MAPPER; R = RADIUS; R/W = RIGHT-OF-WAY; TRANS = TRANSFORMER; T.O.W. = TOP OF WATER; U.E. = UTILITY EASEMENT; V.C.R. = VOLUNTARY COUNTY RECORDS

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 Add'd Tree Comments...08/16/23 BR	 Professional Surveyors AIA SURVEYING, INC. Phone: 386.629.7363 711 Florida Trail, Ormond Beach, Florida 32174 LB K205
	SITE ADDRESS: Ormond Beach Benton Street 231-#8	PROJECT: REPAIR OF CRACKED DRIVEWAY AND PORCH  NEW VALUATION OF THE BOUNDARY AND AREA AROUND THE PROPERTY. PER CHAPTER 207-7, SECTION 10(2), FLORIDA STATUTES.
Field Work by: TL Date: 05/01/23 Office Work by: NR Date: 06/01/23 Plot Book: 26 Page: 18 Scale: 1"=40'		06/05/2023 DSM 68379 David McGinnis



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

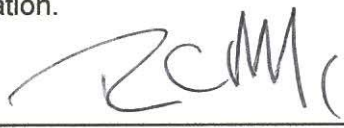
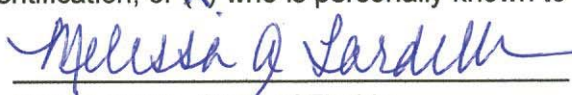
Name:	Germana Engineering and Associates, LLC - Christopher Germana
Address:	1120 W. Minneola Avenue
City, State, Zip code:	Clermont, Florida, 34711
Telephone:	352-242-9329, Ext 101
E-mail:	cgermana@germanaengineering.com

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:	<u></u>
STATE OF FLORIDA	
COUNTY OF <u>Volusia</u>	
The forgoing instrument was acknowledged before me this <u>29th</u> day of <u>November</u>, 20<u>23</u>, by <u>Richard C Maugeri</u> as <u>President</u> (title*) for <u>Rcm Properties LLC</u> (name of corporation*), who () provided _____ as identification, or ☒ who is personally known to me.	
	<u></u> 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: _____

[Handwritten Signature]

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing 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 ☒ who is personally known to me.



[Handwritten Signature: 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®

Instrument #2022182101 #2 Book:8293 Page:875

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:

CDB
 Witness Name: Corey D. Brown
Cayley Garrison
 Witness Name: Cayley Garrison

By: John Collins
 John Collins

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18
 day of July, 2022, who ☒ 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: _____

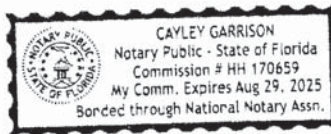
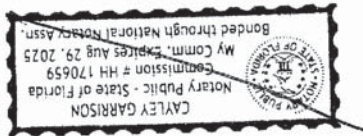


EXHIBIT "A"**PARCEL 1:**

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, 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*, 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®

Instrument #2022056863 #2 Book:8217 Page:1841

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:

Cayley Garrison
Witness Name: Cayley Garrison

Cory D. Brown
Witness Name: Cory D. Brown

Cayley Garrison
Witness Name: Cayley Garrison

Cory D. Brown
Witness Name: Cory D. Brown

NGT Transportation, LC

By: John Collins
John Collins, Managing Member

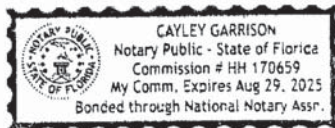
SNILLOC Family Limited Partnership Number One

By: John Collins
John Collins, Managing Partner

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ 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 ☒ has produced a driver's license as identification.

[Notary Seal]



Cayley Garrison
Notary Public

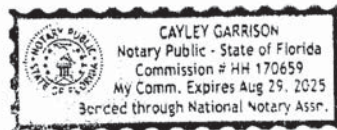
Printed Name: _____

My Commission Expires: _____

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ 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 ☒ has produced a driver's license as identification.

[Notary Seal]



Cayley Garrison
Notary Public

Printed Name: _____

My Commission Expires: _____

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.

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).

Thomas Lehman
1135 Benton Street
Ormond Beach
Florida, 32174

Mr. Steven Spraker AICP;
Planning at 22 S. Beach Street
Ormond Beach FL. 32174

Dear Mr. Steven Spraker;

The purpose of this letter is to put in my veto vote against the proposed Ridge Land Holdings L.L.C. and RCM Properties L.L.C. Small scale zoning amendment changes and a no vote for the proposed project plan that is currently being presented.

My objections and the reasons for them are two-fold: 1. The first point of view is from a community needs and a site appropriate perspective. 2. The second half is my own reaction to this project as a private land owner who has resided at 1135 Benton Street for the past 40 years.

The first red flag I see with this proposal is its' delivery in official statements from Ormond Beach Government with aerial and land use maps that connotates or reflects the construction of a townhouse complex when I have been told by a reliable source that residential zoning must be changed by special exception because the actual building going in is a high- rise commercial hotel in a residential area. Even the title of this project: Wood Springs Suites sounds like and gives me the impression of a small-scale town house set-up and not what is actually going in upon approval: a large- scale commercial hotel behind Race Trac.

There are no service oriented hotels in this area; they are all located at or near the I-95 interchange with North Route One Highway for good reason; ask a planner why. As a consequence; the site is inappropriate for such an ambitious project that is going to be squeezed into a 1.3-acre plot that has allot of footage that cannot be used for hotel use.

The land use is less than what is being presented because there are Volusia County and FPL right of way zones on site; a large retention pond just feet from its back door, historic Cedar and Oak trees that by law should be preserved and my insistence that a no see through buffer be developed between my property and their hotel. There are other reasons why these lots are not suitable for this plan and I will briefly explain.

During the rainy season when we experience back-to-back named storms the lots claimed within the commercial area on the map floods with water up to vehicles floor boards or higher. In fact, the entire back lots behind Race Trac including Atlantic Ave. goes under water forming a huge lake of flood waters. At the same time the two retention ponds nearby swell beyond their shores to spill out flood water onto the

surrounding areas. Don't take my word for it, ask a career employee at Race Trac if this really happens.

Also, Race Trac business practices and local community needs are not compatible with a hotel across the street from them. Large semi-trucks, dump trucks, RV's public traffic in general hang out in the back along Atlantic and Benton Street because there is limited parking in front of Race Trac with the gas pumps taking up most of the available space in front of the store, as a result; there is always traffic jamming up behind the store during peak hours. If the hotel is built Race Trac patrons will probably still block the roadways, use the hotel parking, helping to block daily business activities there and set the stage for groups of travelers to create social disturbances.

From a personal land owner point-of-view I lose 250 feet of natural tree and shrubbery buffer transition zone between my house and the businesses along North Route One. According the land use map given to me it looks like they rip down paradise to put in a parking lot four feet under my kitchen window. I am sorry but I have to push back and insist on a 25- foot buffer away from my house with 12 feet of dirt piled up creating a berm planted with trees and shrubbery to give me a no see through privacy wall between me and the hotel.

In summary; a small residential town house set-up is more appropriate and is more harmonious or compatible with this setting since all of Block 34 is residential and /or set aside for retention ponds with tree preservation back lots; rather than a commercial hotel that is isolated away from other service-related businesses catering to the needs of tourists and the general public. There are serious storm water drainage issues that need to be addressed because the flooding comes from outside areas surrounding the development and just putting in land fill will not solve this problem. Everyday business activities will create future community problems with two different establishments clashing with each other over space and resources. And of course, there is the great negative impact upon my finances maintaining my property, a loss of privacy and a major lifestyle change for me living at 1135 Benton Street, block 34.

Respectfully Yours;

Thomas Lehman



July, 16, 2024



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-20

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

August 6, 2024 - City Commission

Number: 7.G

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-22
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Local Landmark List, 78 East Granada Boulevard		
Summary:	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, to add (54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum, to the Ormond Beach Historic Landmarks List. The City is in receipt of correspondence from the Executive Director of the Ormond Memorial Art Museum & Gardens, dated May 10, 2024, indicating they support placing the Ormond Memorial Art Museum & Gardens, specifically the mound location, on the historic landmark list. The <u>Historic Landmark Preservation Board</u> recommended adding the Gardens only area of the property at the Ormond Memorial Are Museum & Gardens at 78 E. Granada Blvd to the Ormond Beach Historic Landmarks List by means of a Land Development Code amendment at their regular meeting on May 20, 2024. The <u>Planning Board</u> recommend approval of the Land Development Code amendment with a 7-0 vote at the June 13, 2024 meeting.		
Financial Impact:	None		
Citizen Impact:	The Land Development Code amendment is not expected to have any negative impact on citizens.		
Recommended Action (Staff,	The Historic Landmark Preservation Board and Planning Board both recommended unanimously to approve the Land Development Code		

Advisory Board and/or Other):	amendment to add the Gardens at the Ormond Memorial Art Museum at 78 East Granada Boulevard to the Ormond Beach Historic Landmarks List.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-22 78 EGB, Gardens, Historic Landmarks List (P24-0125G) 2. 6.13.2024 LDC Amendment-78 EGB, Gardens-PB Packet 3. 06.13.2024, DRAFT Planning Board minutes, 78 EGB 4. Ordinance BIE, 78 EGB (gardens only)	
Approval:	Kelly McGuire, Finance Director 7/16/2024 Shawn Finley, Assistant City Manager 7/25/2024 Joyce Shanahan, City Manager 7/31/2024	

ORDINANCE NO. 2024-22

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BY ADDING THE PROPERTY AT 78 EAST GRANADA BOULEVARD, THE GARDENS AT THE ORMOND MEMORIAL ART MUSEUM, TO THE HISTORIC LANDMARKS LIST; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, at the Historic Landmark Preservation Board Meeting held on May 20, 2024, a recommendation was made that the Gardens at the Ormond Memorial Art Museum, located at 78 East Granada Boulevard, be added to the Ormond Beach Historic Landmarks List, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on June 13, 2024, on the requested *Land Development Code* amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH,
FLORIDA, THAT:**

SECTION ONE. Subsection (k), *Ormond Beach Historic Landmarks list*, of Section 2-71, Historic districts and landmarks, of Article VI, Overlay Districts, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended to read as follows:

(k) *Ormond Beach Historic Landmarks list.*

(1) - (53) *(No change to existing text)*

(54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 6th day of August, 2024.

PASSED UPON at the second and final reading of the City Commission, this 20th
day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment
Ormond Beach Historic Landmarks List
78 E. Granada Blvd., the Gardens at the Ormond
Memorial Art Museum

PLANNING BOARD DATE:	June 13, 2024
TENTATIVE CITY COMMISSION DATES:	July 23, 2024 (1 st Reading), August 6, 2024 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	LDC 2024-040
SUBJECT:	LDC amendment: Section 2-71(k) Ormond Beach Historic Landmarks List, addition of <u>(54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum</u> to the City's historic landmarks list.
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton, Senior Planner
78 EAST GRANADA BOULEVARD (gardens only):	

INTRODUCTION:

This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, to add (54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum to the Ormond Beach Historic Landmarks List.

BACKGROUND:

The Ormond Memorial Art Museum & Gardens is located at 78 E. Granada Blvd. The property is owned by the City of Ormond Beach and located in the southeast corner of the intersection of E. Granada Boulevard and Halifax Drive. The property is home to the Ormond Memorial Art Museum & Gardens, founded in 1946. The museum was expanded and renovated in 2022. There are four war memorials on the property, two located in the gardens honoring Korean War veterans and Vietnam War veterans. The gardens are also home to the historic Emmons Cottage, a 240 square foot green house, garden shed, 900 square foot octagonal gazebo, as well as a system of concrete walking paths and water features. A notable water feature is the waterfall, constructed in 1998, made from native coquina rock, and located at the main gardens entrance on the west side of the property along S. Halifax Drive. The waterfall is on the north side of a fairly large “hill” that encompasses the southwest corner of the gardens.

Correspondence indicates that the “hill” was evaluated by the Smithsonian Institute in the 1920’s and was determined to be a Timucua burial mound. At that time, a human skull was removed, and donated to the Mary Karl Technical School in Daytona Beach. Its whereabouts is currently unknown. The mound is a protected site per the Florida State Antiquities Act of 1906.

The waterfall and paths on the mound, plus some minor revisions over time were done in innocence. Staff acknowledges the prior improvements that have been made atop of the mound. It should be noted that improvements, repairs and maintenance of the sidewalk system and waterfall can be accomplished by an administrative Certificate of Appropriateness (COA) by the Planning Director. Other improvements to the gardens, not located atop the mound shall not require any COA determination. Further, this designation does not include any structures or buildings on the property.

The city is in receipt of correspondence from the Executive Director of the Ormond Memorial Art Museum & Gardens, dated May 10, 2024, indicating that they support placing the Ormond Memorial Art Museum & Gardens, specifically the mound location, on the historic landmark list.

ANALYSIS:

Section 2-71(b)(3) of the Land Development Code states that a historic landmark designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of a particular historic, architectural or cultural significance to the city, such as historic structures or sites which:

- a. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community;

- b. Are identified with historic personages or with important events in national, state or local history.; or
- c. Embody the distinguishing characteristics of an architectural type specimen, inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship.

Based on the established criteria and background history, Planning staff concludes the property satisfies the first and second criteria. The Ormond Memorial Art Museum & Gardens site is reflective of the cultural and social history of the community showcasing the location of important events in national, state, and local history.

Inclusion into the Ormond Beach Historic Landmarks List requires a Land Development Code amendment which is reviewed by the Planning Board and acted upon by the City Commission.

CONCLUSION:

The purpose of this Land Development Code amendment is to change the name of the historic landmark in the Land Development Code. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

Subparagraph k, Ormond Beach Historic Landmarks List, of Section 2-71, Historic Districts and Landmarks, of Chapter 2, District and General Regulations, of Article VI, Overlay District, of the *Land Development Code*, is proposed to be amended to read as follows

(k) *Ormond Beach Historic Landmarks list.*

(1) - (53) ***No change to existing text***

(54) 78 E. Granada Boulevard, the Gardens at Ormond Memorial Art Museum.

No change to existing text.

Section 1-15(e) 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.**

There is no development proposed as part of the proposed amendment. The amendment seeks to add the Gardens at the Ormond Memorial Art Museum to the City's historic landmark list.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan in several ways. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. Further, Objective 1.6. of the Cultural and Historical Resources Element of the comprehensive plan discusses coordination with other agencies to ensure that cultural and historic services are available to City residents. Finally, Policy 1.6.2.b. Cultural and Historical Resources Element documents the goal for enhanced identification, preservation and use of historic properties and resources.

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. The amendment seeks to add the Gardens at the Ormond Memorial Art Museum to the Ormond Beach Historic Landmarks List in the Land Development Code. The existing use of the property will not change.

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. A community benefits socially and economically when historic buildings are protected and made a focal point of revitalization. The historic landmark site exists in the well-established public gardens at the Ormond Memorial Art Museum.

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 add the historic landmark to the Ormond Beach Historic Landmarks List in the Land Development Code. The amendment would not have a negative impact to public facilities. The property already supports the recently expanded Ormond Memorial Art Museum and Gardens and has existing access 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. The proposed historic landmark has existing pedestrian and vehicular access from E. Granada Blvd., S. Halifax Drive, and Seton Trail. Parking is located on the south side of the property adjacent to the Gardens.

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 adding the gardens portion of the property at the Ormond Memorial Art Museum to the Ormond Beach Historic Landmarks List in the Land Development Code. The Gardens at the museum are an existing functional use of the property and aesthetically acceptable to residents and visitors.

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 adding the recognized historic landmark to the Ormond Beach Historic Landmarks List.

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 adding the Gardens at the Ormond Memorial Art Museum to the Ormond Beach Historic Landmarks List in the Land Development Code. The addition of the Gardens does not include adding any existing on-site structures to the landmark list.

10. The testimony provided at public hearings.

The Historic Landmark Preservation Board recommended adding the Gardens only area of the property at the Ormond Memorial Art Museum & Gardens at 78 E. Granada Blvd to the Ormond Beach Historic Landmarks List by means of a Land Development Code amendment at their regular meeting on May 20, 2024.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the amendment to the Land Development Code, Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List by adding (54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum to the local landmark list as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Historic Landmark Preservation Board minutes (05.20.2024)

Attachment 3: Supporting Documents

ATTACHMENT 1

Proposed Land Development Code amendment

Subparagraph k, Ormond Beach Historic Landmarks List, of Section 2-71, Historic Districts and Landmarks, of Chapter 2, District and General Regulations, of Article VI, Overlay District, of the *Land Development Code*, is hereby amended to read as follows:

(k) *Ormond Beach Historic Landmarks list.*

(1) - (53) ****No change to existing text****

(54) 78 E. Granada Boulevard, the Gardens at Ormond Memorial Art Museum.

****No change to existing text****.

ATTACHMENT 2

Historic Landmark
Preservation Board meeting
draft minutes from May 20,
2024

M I N U T E S
ORMOND BEACH HISTORIC LANDMARK PRESERVATION BOARD
Regular Meeting

May 20, 2023

4:00 PM

Ormond Beach City Hall
City Commission CR 103
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

Ms. Marcella Miller, Recording Technician, called the meeting to order at 4:00 p.m.

II. ROLL CALL

Members Present

Tim Stockman
Suzanne Heddy
Shannon Julien
Ellen Needham
Miriam Hughey-Guy
Faith Wilson (Excused)
Bill Denny
Joyce Kresge (Absent)
Dr. Philip Shapiro

Staff Present

Ann Margret Emery, Deputy City Attorney
Noel Eaton, Senior Planner
Marcella Miller, Recording Secretary

III. ADMINISTRATIVE ITEMS

A. Election of Chairperson and Vice Chairperson

Ms. Julien nominated Dr. Shapiro for Chair. Ms. Heddy seconded the motion. Vote was called and the nomination unanimously approved (7-0).

Dr. Shapiro thanked the Board for their confidence in him and then announced that the Board needs to elect a Vice Chair, and added that the nominee must understand City Hall, historic preservation, and how the Board works.

Ms. Heddy nominated Ms. Julien for Vice Chair. Ms. Needham seconded the motion. Vote was called and the nomination unanimously approved (7-0).

B. Approval of the 2024 HLPB Rules of Procedures

Dr. Shapiro introduced the Board-staff liaison, Ms. Noel Eaton, Senior Planner. He added that there is a new Board member by the name of Joyce Kresge, the new liaison from the Casements.

Dr. Shapiro thanked Ms. Heddy for making it clear that the name of the MacDonald House needed to be amended to the Stout-MacDonald House in the local landmarks list. Ms. Heddy went before the Planning Board and her and Dr. Shapiro went before the City Commission, making the case for the amendment. The City Commission voted 5-0 and it is now moving forward with a Land Development Code amendment. Dr. Shapiro emphasized the importance of records and minutes accuracy so that they can be referenced in instances such as these type of details.

Dr. Shapiro explained that the third Monday of each month the Board is potentially on-call for the 4:00 p.m. meeting unless hearing otherwise from staff.

Dr. Shapiro entertained a motion to accept the 2024 Rules of Procedures.

Mr. Stockman made a motion to accept the 2024 Rules of Procedures. Ms. Julien seconded the motion. Vote was called and the motion unanimously approved (7-0).

IV. APPROVAL OF MINUTES

A. November 20, 2023

Dr. Shapiro asked if there were any corrections to the November 20, 2023 minutes.

Ms. Heddy moved to approve the minutes. Ms. Needham seconded the motion. Vote was called and the motion unanimously approved (7-0).

Ms. Heddy and Dr. Shapiro commended staff for the detailed HLPB minutes and the recent staff report prepared for the Planning Board and City Commission meetings in anticipation of the first look of the Stout-MacDonald House proposed amendment. Ms. Heddy pointed out a correction in the last line of the staff report that was presented at the City Commission meeting, stating that it requires new signage, and stated that the Board did not recommend that the building itself change its sign to say Stout-MacDonald, and only recommended that the change be on the Ormond Beach historic landmarks list.

V. PUBLIC HEARING

PZ 2024-000056 78 East Granada Boulevard Administrative Request – Addition of the gardens at the Ormond Memorial Art Museum & Gardens located at 78 East Granada Boulevard, to the Ormond Beach Historic Landmark List

Dr. Shapiro opened the Public Hearing for PZ 2024-000056 and explained that it is an administrative request to add the gardens at the Ormond Memorial Art Museum & Gardens, located at 78 E. Granada Boulevard, to the Ormond Beach Historic Landmarks List. Dr. Shapiro delivered background information on the property and said that the HLPB, as well as the local landmarks list, was formed in 1986, and he expressed uncertainty on why the Memorial Art Museum & Gardens would not automatically include that they were eligible back then. He continued that the historical record includes a Mayor,

George Rigby, owned the property and in 1915 he built the frontage of the art museum as a law office and that piece of the building still exists today at 78 East Granada Boulevard. When the art museum kept their expansion, they kept the room and the original windows and the gardens was bequeathed to the City in 1931. Dr. Shapiro continued that in the 1920s, the question arose about the mound. In the Smithsonian Institute, they specified they did an evaluation of several mounds in the community, including the one at the gardens, determining that it was a Timucua burial mound. Innocently, things were built on the mound, including the gazebo, trails, and a waterfall. Within the last ten years, a Florida university professor confirmed that it was a Timucua mound and in the 1920's the Smithsonian evaluated, discovered, and documented that a skull was retrieved. At that time, it was given to the Mary Karl Institute, the forerunner of Daytona State College and it is now unknown what happened to the skull.

Dr. Shapiro stated that he is on the board at the art museum and there is no conflict of interest as he is not the applicant and gains nothing from whichever way the board makes the recommendation.

Ms. Noel Eaton, Senior Planner, introduced herself and further explained the administrative request in adding that the Ormond Memorial Art Museum & Gardens was founded in 1946 and expanded with renovations in 2022. The property is also home to the historic Emmons Cottage. She continued that there are several small structures on the site, including a 240-square-foot greenhouse, garden shed, 900-square-foot octagonal gazebo, as well as a system of concrete walking paths and water features. Ms. Eaton explained that there is also a waterfall on the north side of the hill that encompasses the southwest corner of the gardens, known to be the area of the burial mound.

Ms. Eaton reaffirmed that the Smithsonian Institute looked into the burial mound in 1920 and determined it to be a Timucua burial mound where a human skull was removed and donated to the Mary Karl Technical school in Daytona Beach. The whereabouts of the skull is currently unknown. She added that the waterfall and paths on the mound, plus minor revisions over time have been done.

Ms. Eaton stated that staff proposes, even with the designation of the landmark, that general maintenance of the walking paths and waterfall be administratively approved for the Certificate of Appropriateness (COA) process to keep the maintenance of the systems as they exist today. Ms. Eaton continued that the analysis of the criteria to place something on the local list of historic landmarks is it meets any of the following criteria:

- a.** If the building or site exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community;
- b.** If the building or site is identified with historic personages or with important events in national, state, or local history; or
- c.** If the building or site embodies the distinguishing characteristics of an architectural type specimen, inherently valuable for study of a period, style, method of construction, or of indigenous materials or craftsmanship.

Ms. Eaton explained that based on the established criteria and background history, the Planning Department staff concludes the property satisfies the first and second criteria. The

site is reflective of the cultural and social history of the community showcasing the location of important events in national, state, and local history. She added that inclusion into the local landmarks list requires a Land Development Code (LDC) amendment which is reviewed by the Planning Board and acted upon by the City Commission.

Ms. Eaton concluded that staff recommends approval of the addition of the gardens only portion of the Ormond Memorial Art Museum & Gardens at 78 East Granada Boulevard to the Ormond Beach Historic Landmarks List.

Ms. Eaton mentioned that she is aware that the Board is interested in adding the building in the front of the property to the local landmarks list as well but was advised by the Ormond Memorial Arts Museum & Gardens Director that they only wish to include the gardens only at this time.

Dr. Shapiro noted that ten years ago, when on the art museum board, he brought up the local landmarks list and was told no regarding adding it. When the expansion was voted on in approximately 2016, the subject was brought up again with the same answer. Dr. Shapiro mentioned that there may be a misunderstanding on if any part of the building is on the local landmarks list, they may be imposed up on in some way. He elaborated that it may be reconsidered down the road for the classroom part that was originally a law office, to be added to the local landmarks list.

Ms. Eaton responded that the perception of “red tape” may be the issue in adding the front building to the landmarks list. The building has a master site file, but she said there was not a request to add it to the list at this time.

Ms. Heddy asked Ms. Eaton to explain what a COA is. Ms. Eaton stated that a Certificate of Appropriateness (COA) is for additions and improvements to any property on the landmarks list or within the Lincoln overlay district by the HLPB or by administrative capacity. Dr. Shapiro added that the Secretary of the Interior’s General Standards for Preservation Projects and Specific Standards for Rehabilitation determines the format for a Certificate of Appropriateness (COA) excluding demolition requests.

Ms. Heddy delivered hearsay information heard from John McSwain that the subject property was a bottle-dump for the old Ormond Hotel.

Dr. Shapiro brought it up to the Board for comments or questions and entertained a motion.

Mr. Denny asked for clarification on the process and if it puts any restrictions on what can be done to the gardens in the future as far as any changes or improvements. Dr. Shapiro replied that an administrative request would be the process for that since it is city property, depending on the specifics.

Ms. Eaton explained that the idea is to maintain what is already there administratively. Anything outside of the mound, located in the gardens, such as the ponds or greenhouse, would go through the general building permit process without an administrative COA. Ms. Eaton clarified that the designation is for the gardens but the administrative COA is for the ability to maintain the walking paths and waterfall on the mound. Elsewhere, outside of the

mound would go through the general building permit process. She added that maintenance of the gazebo, for an example, would not be subject to a COA.

Ms. Heddy asked for clarification if the Local Landmarks List will specify the Gardens with a capital G. Ms. Eaton confirmed that she was correct.

Dr. Shapiro stated that it may or may not, but specified the reference to *the gardens of the Ormond Memorial Art Museum*.

Ms. Heddy made a motion to approve PZ 2024-000056. Mr. Stockman seconded the motion. Vote was called and the motion was unanimously approved (7-0).

Dr. Shapiro closed the Public Hearing.

Dr. Shapiro stated that at the time that the original building was built there was a law office and there were no city utilities on the beachside. In 1946, when the museum was built, they had to add on to the law office and covered over the cistern. When the full remodel was done to the building, it was found.

VI. DISCUSSION ITEM

No discussion items.

VII. MEMBER COMMENTS

Dr. Shapiro thanked the board and staff for their confidence and support and also thanked Ms. Julien for her availability as Vice-Chair.

VIII. ADJOURNMENT

The meeting was adjourned at 4:27 p.m.

Respectfully submitted,

Marcella Miller, Recording Secretary

ATTEST:

Dr. Philip J. Shapiro, Chairman

Minutes transcribed by Marcella Miller.

ATTACHMENT 3

Supporting Documents

Eaton, Noel

From: Partington, Bill
Sent: Wednesday, March 6, 2024 7:11 PM
To: Dr. Philip J. Shapiro
Cc: Stephanie Mason-Teague; Shanahan, Joyce; Spraker, Steven; Hayes, Randy
Subject: Re: Hill behind the OMAM waterfall (reply)

Thanks Doc and Joyce for sharing,

Is this on our list of historic sites? If not it probably should be.....Let me know what we need to do. I think comm would gladly add it if needed.

Bill
Sent from my iPad

On Mar 6, 2024, at 2:10 PM, Dr. Philip J. Shapiro <pjsdpm@yahoo.com> wrote:

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Stephanie Mason-Teague, with copies to Mayor Partington and City Manager Joyce Shanahan:

That "hill" was evaluated by the Smithsonian Institute in the 1920's and was determined to be a Timucua burial mound. At that time, a human skull was removed, and donated to the Mary Karl Technical School in Daytona Beach. Its whereabouts is currently unknown. The mound is a protected site per the Florida State Antiquities Act of 1906.

The waterfall and paths on the mound, plus some minor revisions over time were apparently done in innocence. I am of the impression from your message below that the 20x30 electric transformer, being near the parking lot south of the mound, will not intrude on the Timucua Mound.

Thank you for your inquiry, and, thank you for your efforts to have the utility box in a more appropriate location. Please let me know if you need further information regarding the Timucua Mound.

Respectfully,

Dr. Philip Shapiro
Board Member and Secretary, OMAM

Chair, Historic Landmarks Preservation Board
City of Ormond Beach

Immediate Past President
Ormond Beach Historical Society Inc.

From: Stephanie Mason-Teague <smt@ormondartmuseum.org>
Sent: Wednesday, March 6, 2024 12:49 PM
To: Philip Shapiro (pjsdpm@yahoo.com) <pjsdpm@yahoo.com>
Subject: Hill behind the OMAM waterfall

Hi Dr. P,

Today FPL and the City engineer came to tell me they planned to put a large 20X30 electric transformer box near our waterfall! YUCK! Their plan was to remove several trees and vegetation, level the ground and install a concrete pad!

I talked at length with them about the integrity of the waterfall, the community love of our waterfall, and our displeasure with this idea!

The meeting ended well. They agreed to put the box near the parking lot.

I did see two very old looking coquina pillars near the area behind the waterfall, off the sidewalk. Do you know the history of them? Or the hill? Is it a historical mound?

Thank you,

Stephanie Mason-Teague
Executive Director



386-676-3347
78 E. Granada Blvd.
Ormond Beach, FL 32176

Eaton, Noel

From: Stephanie Mason-Teague <smt@ormondartmuseum.org>
Sent: Thursday, May 2, 2024 12:55 PM
To: Eaton, Noel
Subject: RE: Hill behind the OMAM waterfall (reply all) - Local Landmarks List

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Thank you, Noel,

I would like to pursue placing the OMAM Gardens on the list but NOT the original building.
Please let me know if you need additional information from me, or if I can be of further assistance.

Thank you,
Stephanie

Stephanie Mason-Teague
Executive Director



386-676-3347
78 E. Granada Blvd.
Ormond Beach, FL 32176

From: Eaton, Noel <Noel.Eaton@ormondbeach.org>
Sent: Thursday, May 2, 2024 11:17 AM
To: Stephanie Mason-Teague <smt@ormondartmuseum.org>
Subject: RE: Hill behind the OMAM waterfall (reply all) - Local Landmarks List

Good Morning Stephanie,

City planning staff is pursuing placing the OMAM Gardens on the historic local landmark list. I see from your email below that there is also interest in placing the original building fronting E Granada Blvd on the local landmark list.

This will be an administrative change to the list however I want to clarify if the request is for just the gardens or also the original front building of the OMAM and if so, if there is any additional information you can provide on the history of the building.

Please note that if the building is added to the list, it will need to follow the Certificate of Appropriateness regulations for all exterior changes to the building. Which is provided in the (very

long) attachment. I'm not sure if you're familiar with the COA process but wanted to make sure you were aware of the requirements when proceeding with adding both locations to the list.

Please give me a call if you have any questions or would like to discuss anything. I look forward to hearing from you.

Thank you kindly,

Noel Eaton
Senior Planner



City of Ormond Beach
Planning Department
22 South Beach St.
Ormond Beach, FL 32174
Main: (386) 676-3238
Direct: (386) 676-3342
Email: noel.eaton@ormondbeach.org

From: Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Sent: Thursday, March 7, 2024 3:49 PM
To: Stephanie Mason-Teague <smt@ormondartmuseum.org>; Dr. Philip J. Shapiro <pjsdpm@yahoo.com>; Partington, Bill <Bill.Partington@ormondbeach.org>
Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>; Hayes, Randy <Randy.Hayes@ormondbeach.org>
Subject: RE: Hill behind the OMAM waterfall (reply all) - Local Landmarks List

Great to hear Stefanie. Planning Director will prepare the item for the appropriate board to review. Thanks.

From: Stephanie Mason-Teague <smt@ormondartmuseum.org>
Sent: Thursday, March 7, 2024 10:22 AM
To: Dr. Philip J. Shapiro <pjsdpm@yahoo.com>; Partington, Bill <Bill.Partington@ormondbeach.org>
Cc: Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Hayes, Randy <Randy.Hayes@ormondbeach.org>
Subject: RE: Hill behind the OMAM waterfall (reply all) - Local Landmarks List

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you everyone for your responses and interest. I am happy to help with the application(s) as needed and think it would be a good idea to have the OMAM original building and gardens listed on the historical landmarks list.

I also want to say the staff that I talked with yesterday RE: the location of the utility box, were very professional, helpful, and understanding of my concerns. I appreciate our partnership very much.

Thank you,

Stephanie

Stephanie Mason-Teague
Executive Director



386-676-3347

78 E. Granada Blvd.

Ormond Beach, FL 32176

From: Dr. Philip J. Shapiro <pjsdpm@yahoo.com>

Sent: Wednesday, March 6, 2024 9:32 PM

To: 'Partington, Bill' <Bill.Partington@ormondbeach.org>

Cc: Stephanie Mason-Teague <smt@ormondartmuseum.org>; 'Shanahan, Joyce' <Joyce.Shanahan@ormondbeach.org>; 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>; 'Hayes, Randy' <Randy.Hayes@ormondbeach.org>; Dr. Philip J. Shapiro <pjsdpm@yahoo.com>

Subject: RE: Hill behind the OMAM waterfall (reply all) - Local Landmarks List

Dear Mayor Partington and all:

In response to your question below, unfortunately the Gardens were never put on the Local Landmarks List, even though that site is well qualified.

As City property, the City can put an application before the Historic Landmarks Preservation Board for review. In terms of how the Gardens are maintained and the structures already in it (The Gazebo, as well as the Korean and VietNam War memorials), I do not foresee any issues going forward should the site be listed on the Landmarks List.

Separate from the Gardens, the original structure of the Ormond Memorial Art Museum is the attorney's office that was constructed in 1915 by George Rigby, who served as a Mayor of Ormond, and willed his office building to the City in 1930. This 800 square foot pagoda, tearoom style cottage was never a private home, and served in 1946 as the north side building of the developing Ormond Memorial Art Museum. During the renovation and expansion of the Art Museum in 2020, the size and architectural style of that 1915 office room, now a classroom, has remained unchanged along the East Granada Boulevard frontage. That former office is a distinct landmark structure and also qualifies as eligible for the Local Landmarks List by virtue of its architectural uniqueness, historical value, and its cultural contribution to the community.

I hope that the above information adequately answers your question. If more information is needed, please let me know.

Dr. Philip J. Shapiro

From: Partington, Bill <Bill.Partington@ormondbeach.org>

Sent: Wednesday, March 6, 2024 7:11 PM

To: Dr. Philip J. Shapiro <pjsdpm@yahoo.com>

Cc: Stephanie Mason-Teague <smt@ormondartmuseum.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>;

Spraker, Steven <Steven.Spraker@ormondbeach.org>; Hayes, Randy <Randy.Hayes@ormondbeach.org>

Subject: Re: Hill behind the OMAM waterfall (reply)

Thanks Doc and Joyce for sharing,

Is this on our list of historic sites? If not it probably should be.....Let me know what we need to do. I think comm would gladly add it if needed.

Bill

Sent from my iPad

On Mar 6, 2024, at 2:10 PM, Dr. Philip J. Shapiro <pjsdpm@yahoo.com> wrote:

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Stephanie Mason-Teague, with copies to Mayor Partington and City Manager Joyce Shanahan:

That "hill" was evaluated by the Smithsonian Institute in the 1920's and was determined to be a Timucua burial mound. At that time, a human skull was removed, and donated to the Mary Karl Technical School in Daytona Beach. Its whereabouts is currently unknown. The mound is a protected site per the Florida State Antiquities Act of 1906.

The waterfall and paths on the mound, plus some minor revisions over time were apparently done in innocence. I am of the impression from your message below that the 20x30 electric transformer, being near the parking lot south of the mound, will not intrude on the Timucua Mound.

Thank you for your inquiry, and, thank you for your efforts to have the utility box in a more appropriate location. Please let me know if you need further information regarding the Timucua Mound.

Respectfully,

Dr. Philip Shapiro

Board Member and Secretary, OMAM

Chair, Historic Landmarks Preservation Board
City of Ormond Beach

Immediate Past President
Ormond Beach Historical Society Inc.

From: Stephanie Mason-Teague <smt@ormondartmuseum.org>
Sent: Wednesday, March 6, 2024 12:49 PM
To: Philip Shapiro (pjsdpm@yahoo.com) <pjsdpm@yahoo.com>
Subject: Hill behind the OMAM waterfall

Hi Dr. P,

Today FPL and the City engineer came to tell me they planned to put a large 20X30 electric transformer box near our waterfall! YUCK! Their plan was to remove several trees and vegetation, level the ground and install a concrete pad!

I talked at length with them about the integrity of the waterfall, the community love of our waterfall, and our displeasure with this idea!

The meeting ended well. They agreed to put the box near the parking lot.

I did see two very old looking coquina pillars near the area behind the waterfall, off the sidewalk. Do you know the history of them? Or the hill? Is it a historical mound?

Thank you,

Stephanie Mason-Teague
Executive Director



386-676-3347
78 E. Granada Blvd.
Ormond Beach, FL 32176

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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DRAFT

**Planning Board minutes
from**

June 13, 2024

ITEM:

PZ-2024-056

Land Development Code (LDC)
Amendment

Ormond Beach Historic Landmarks List
78 E. Granada Blvd., the Gardens at the
Ormond Memorial Art Museum

Action: Recommended Approval (7-0)

V. APPROVAL OF MINUTES

May 09, 2024

Mr. Jorczak moved to approve the May 09, 2024 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. LDC 2024-040 – The gardens at the Ormond Memorial Art Museum, Local Landmarks List Designation

Ms. Noel Eaton, Senior Planner, stated that this is an administrative amendment request for a text change to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, to add (54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum, to the Ormond Beach Historic Landmarks List. The Historic Landmark Preservation Board (HLPB) recommended approval of adding the gardens portion only to the list. Ms. Eaton concluded that staff recommends approval to add the Gardens at the Ormond Memorial Art Museum, to the Ormond Beach Historic Landmarks List.

Ms. Shull asked for clarification if the amendment is to only add the Gardens to the Ormond Beach Historic Landmarks List. Ms. Eaton confirmed that is correct.

Ms. Shull inquired if historical buildings can be commercial buildings. Ms. Eaton confirmed that statement is correct.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve LDC 2024-040 – The gardens at the Ormond Memorial Art Museum, Local Landmarks List Designation. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

Mr. Spraker displayed Sotheby's International Realty (Kurtz & Soderstrom) aerial map of projects and future developments in response to the Planning Board request for a summary of projects around the City of Ormond Beach.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-22

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-71, HISTORIC DISTRICTS AND LANDMARKS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY ADDING THE PROPERTY AT 78 EAST GRANADA BOULEVARD, THE GARDENS AT THE ORMOND MEMORIAL ART MUSEUM, TO THE HISTORIC LANDMARKS LIST; 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 VI, Overlay Districts, Section 2-71, Historic Districts and Landmarks, subsection (k), Ormond Beach Historic Landmarks List, to add (54) 78 East Granada Boulevard, the Gardens at the Ormond Memorial Art Museum to the Ormond Beach Historic Landmarks List.

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 ordinance regarding the addition of a historic property to the city's Historic Landmark List.

- 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 ordinance regarding the addition of a historic property to the city's Historic Landmark List. 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 ordinance regarding the addition of a historic property to the city's Historic Landmark List. 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 ordinance regarding the addition of a historic property to the city's Historic Landmark List.

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

August 6, 2024 - City Commission

Number: 7.H

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2024-23
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond Crossings West, Establishment of a CDD		
Summary:	This is an application submitted by Jonathan T. Johnson, Kutak Rock, LLP, on behalf of the property owner, Ormond Crossing West, LLC, for a petition to establish the Ormond Crossings West Community Development District (District or CDD) in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 1,847.32 acres, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95. The applicant has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, storage tank and pump station, public space/hardscape/landscape, environmental/mitigation, offsite improvements and other infrastructure. The CDD is proposed for only the single-family residential portion of the Ormond Crossings project. On February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as "Ormond Crossings" to develop a 2,924 mixed-use development. The development agreement envisioned the establishment of one or more CDDs to assist in constructing and maintaining project-related improvements. The Ormond Crossings development agreement was amended (first amendment) on July 25, 2024, with Ordinance 2017-14. CDDs are established with Chapter 190 of Florida Statutes and must be granted authorization by a local government and the Florida Land and Water Adjudicatory Commission. CDDs are used to finance		

	development-related improvements and maintain development-related improvements, including roads, drainage systems, parks & recreation areas, and landscaping. CDDs cannot take any action inconsistent with a jurisdiction's comprehensive plans, ordinances, or regulations of the applicable local general-purpose government. The project application has provided a summary PowerPoint of community development districts.
Financial Impact:	There is no budget impact as part of this application. The project has paid the Florida Statute required application fee. No bond, debt, or other obligations of the community development district shall constitute a debt or obligation to the City.
Citizen Impact:	The CDD is designed to establish a financial mechanism for constructing and maintaining project improvements and only applies to property owners within the district area and not to those outside the designated area. The application does not modify land use, zoning, or development agreement standards.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Ormond Crossings West Community Development District in accordance with Chapter 190, Florida Statutes.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-23 Ormond Crossings West CDD (P24-0103G) 2. Exhibit A, Petition to Establish Ormond Crossings West CDD 3. WestCDD_Aerial 4. WestCDD_Parcel 5. Presentation for City of Ormond Beach - CDD Basics 6. Ordinance BIE, OCW CDD
Approval:	Kelly McGuire, Finance Director 7/22/2024 Shawn Finley, Assistant City Manager 7/25/2024 Joyce Shanahan, City Manager 7/31/2024

ORDINANCE NO. 2024-23

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING WEST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS WEST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Crossing West, LLC, a Florida limited liability company (“Applicant”) owns approximately 1,847.32 acres of land generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95 (“Subject Property”), and

WHEREAS, Ormond Crossing West, LLC, a Florida limited liability company has petitioned the City of Ormond Beach for establishment of a community development district, to be known as “Ormond Crossings West Community Development District” (the “District”), the boundaries of which would include the Subject Property, and

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage services for community development, and

WHEREAS, on February 16, 2010, by Ordinance 2010-07, the City Commission approved a development agreement known as “Ormond Crossings” for the purpose of developing

a 2,924 mixed-use development which is recorded in Official Records Book 6449, Pages 2154 through 2222, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the Ormond Crossings development agreement envisioned the use of community development districts within Ormond Crossings, and

WHEREAS, on July 25, 2017, by Ordinance 2017-14, the City Commission approved the first amended Ormond Crossings development agreement which is recorded in Official Records Book 7437, Pages 3892 through 3968, inclusive, of the Public Records of Volusia County, Florida.

WHEREAS, the City Commission, after proper published notice, has conducted a public hearing on the petition, in accordance with the requirements and procedures of Section 190.005(2), Florida Statutes, and

WHEREAS, the City Commission has determined that the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services with the Property, providing a mechanism for the delivery of public capital infrastructure therein without overburdening residents not residing within the proposed District, based upon the information provided in the petition; and

WHEREAS, the City Commission finds that the petition for the District is complete and meets the requirements of Section 190.005(1)(e), Florida Statutes; and

WHEREAS, the City Commission find the statements contained within the petition for the community development district to be true and correct; and

WHEREAS, the creation of the district is not inconsistent with any applicable element or portion of the State's comprehensive plan or the Ormond Beach Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the City shall retain construction review, permitting, and inspection responsibilities regarding improvements within the District, and

WHEREAS, no bond, debt, or other obligation of the Ormond Crossings West Community Development District, nor default thereon, shall constitute a debt or obligation of the city, and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of land within a community development district. Community development districts do not have the power of local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. The District shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government, and

WHEREAS, the City Commission finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, as set, and that it is in the public interest of the citizens of Ormond Beach that the District have powers; 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 petition to establish the Ormond Crossings West Community Development District, as attached hereto and incorporated herein as Exhibit A, is

hereby granted.

SECTION THREE. The boundaries of the Ormond Crossings West Community Development District are depicted as attached hereto and incorporated herein as Exhibits 1 and 2 within Exhibit A.

SECTION FOUR. The initial members of the Board of Supervisors of the Ormond Crossings West Community Development District shall be as follows:

Name: Clint Smith
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Frankie Green
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bill Livingston
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Lee Susewitt
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Greg Ulmer
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION FIVE. The name of the District shall be the “Ormond Crossings West Community Development District”.

SECTION SIX. The Ormond Crossings West Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes.

SECTION SEVEN. Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the Ormond Crossings West Community Development District shall be Sections 190.006 through 190.041, Florida Statutes, as amended.

SECTION EIGHT. The City Commission grants to the Ormond Crossings West Community Development District all powers authorized pursuant to Sections 190.011 and 190.012(1)(a) -(h), 2(a), and (3), Florida Statutes, and hereby finds it is in the public interest of all citizens of the city to grant such general and special powers.

SECTION NINE. All bonds issued by the Ormond Crossings West Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

SECTION TEN. No bond, debt, or other obligation of the Ormond Crossings West Community Development District, nor any default thereon, shall constitute a debt or obligation to the city.

SECTION ELEVEN. If any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected by such invalidity.

SECTION TWELVE. This ordinance shall become effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 6th day of August, 2024.

PASSED UPON at the second and final reading of the City Commission this 20th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE CITY COMMISSION
CITY OF ORMOND BEACH, FLORIDA**

**PETITION TO ESTABLISH ORMOND CROSSINGS WEST
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Ormond Crossing West, LLC (hereafter "Petitioner"), hereby petitions the City Commission of the City of Ormond Beach pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a Community Development District with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Ormond Beach, Florida. **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 1,847.32 acres of land, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the proposed District, which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name:	Clint Smith
Address:	8 Ocean Place Highland Beach, FL 33487

Name: Frankie Green
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Bill Livingston
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Lee Susewitt
Address: 8 Ocean Place
Highland Beach, FL 33487

Name: Greg Ulmer
Address: 8 Ocean Place
Highland Beach, FL 33487

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is Ormond Crossings West Community Development District.

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 5** shows the proposed major trunk water mains, sewer connections, and reclaimed water mains serving the lands within and around the proposed District.

8. District Facilities and Services. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or

install, as well as the anticipated entity responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 7**. At present, these improvements are estimated to be made, constructed and installed over the time period from 2025 through 2035. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agent for the Petitioner is Jonathan T. Johnson. **See Exhibit 9.** Copies of all correspondence and official notices should also be sent to:

Jonathan T. Johnson
Jonathan.johnson@kutakrock.com
Kutak Rock LLP
107 West Collage Avenue
Tallahassee, Florida 32301

11. This petition to establish Ormond Crossings West Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of Ormond Beach from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Ormond Beach fto:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;

- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Sections 190.012(2)(a) and (d), *Florida Statutes*, and
- c. grant such other relief as appropriate.

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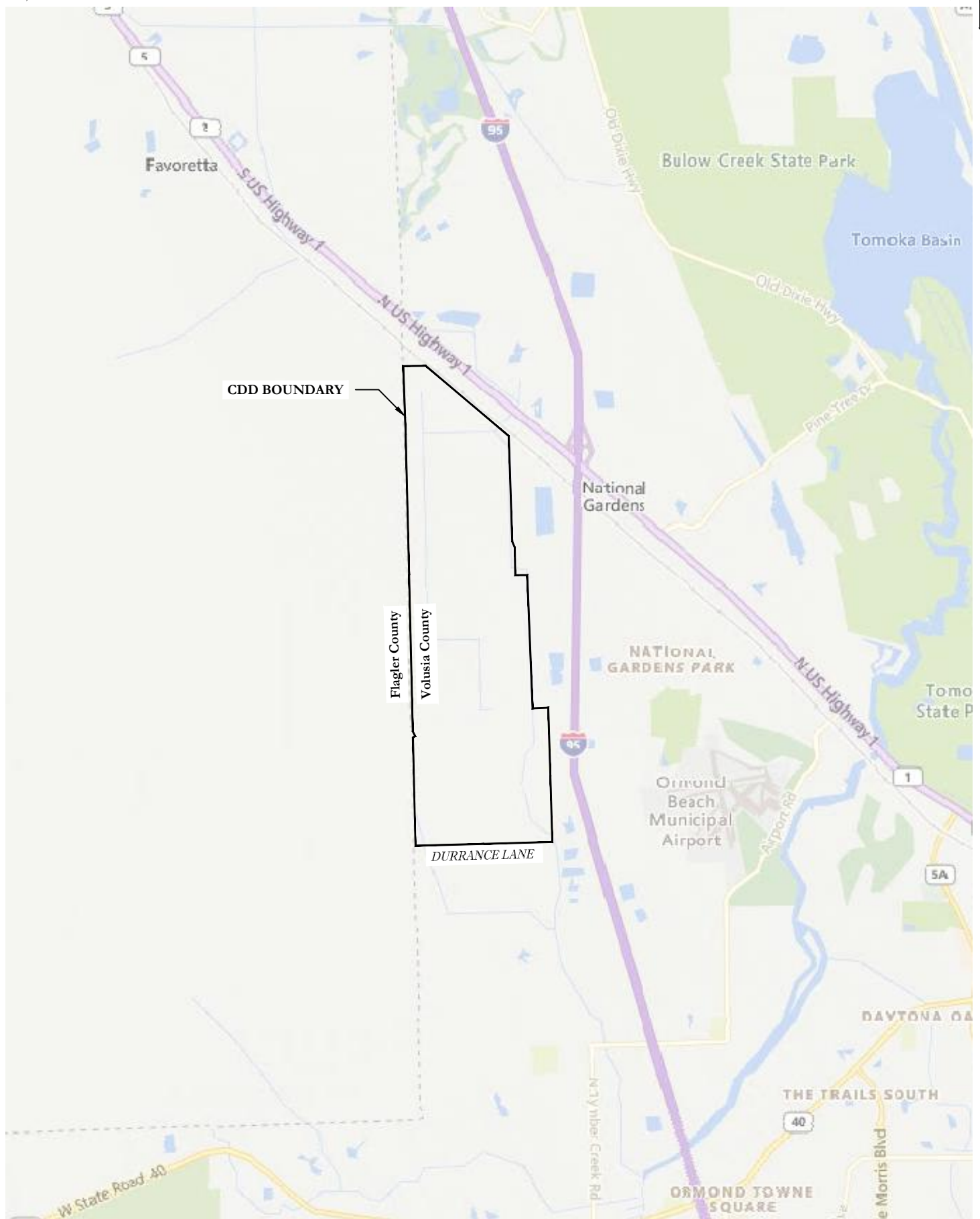
RESPECTFULLY SUBMITTED, this 23rd day of May, 2024.

KUTAK ROCK LLP



Jonathan T. Johnson
Jonathan.Johnson@kutakrock.com
Florida Bar No. 986460
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)
Attorney for Petitioner

EXHIBIT 1



Location Map

Ormond Crossings West CDD

April 23, 2024
P & B Job No.: 23-091

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 1

EXHIBIT 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN SOUTH 49°43'49" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 4225.25 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN SOUTH 01°52'31" EAST FOR A DISTANCE OF 4093.77 FEET; THENCE RUN SOUTH 23°34'02" EAST FOR A DISTANCE OF 262.40 FEET; THENCE RUN SOUTH 00°46'58" EAST FOR A DISTANCE OF 1073.82 FEET; THENCE RUN NORTH 89°55'22" EAST FOR A DISTANCE OF 463.73 FEET; THENCE RUN SOUTH 02°20'43" EAST FOR A DISTANCE OF 5175.26 FEET; THENCE RUN NORTH 87°39'43" EAST FOR A DISTANCE OF 610.79 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2662.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1847.32 ACRES, MORE OR LESS

www.poulosandbennett.com
Certificate of Authorization No. 28567

[illegible][illegible]

EXHIBIT 3

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Petitioner intends to submit a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute all or a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the community development district is established or a written revocation is issued, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the community development district in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 1 day of May, 2024.

WITNESSES:

ORMOND CROSSING WEST, LLC, a Florida
limited liability company


Name: JOANNE T. DEE


Name: Bradford Kline
Title: MANAGER


Name: Cameron M. Vugli

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 1 day of May, 2024, by BRADFORD KLINE as MANAGER of FOL KU50077542270 who is ☐ personally known to me or ☒ produced FOL KU50077542270 as identification.


(Official Notary Signature & Seal)

Print Name: JOANNE T. DEE
Notary Public, State of Florida



Exhibit A: Property Description

Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

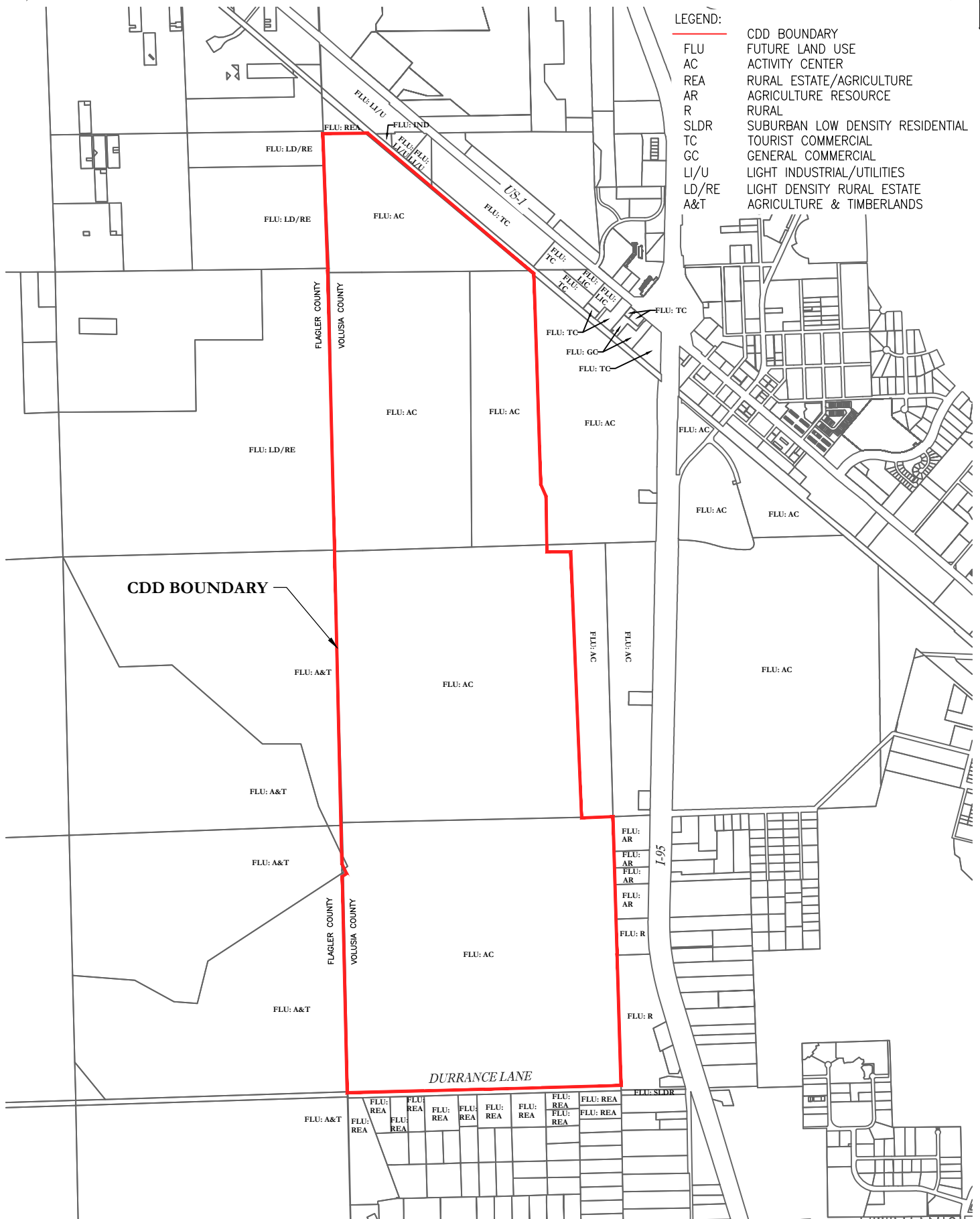
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN SOUTH 49°43'49" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 4225.25 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN SOUTH 01°52'31" EAST FOR A DISTANCE OF 4093.77 FEET; THENCE RUN SOUTH 23°34'02" EAST FOR A DISTANCE OF 262.40 FEET; THENCE RUN SOUTH 00°46'58" EAST FOR A DISTANCE OF 1073.82 FEET; THENCE RUN NORTH 89°55'22" EAST FOR A DISTANCE OF 463.73 FEET; THENCE RUN SOUTH 02°20'43" EAST FOR A DISTANCE OF 5175.26 FEET; THENCE RUN NORTH 87°39'43" EAST FOR A DISTANCE OF 610.79 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2662.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1847.32 ACRES, MORE OR LESS

EXHIBIT 4

LEGEND:

FLU	CDD BOUNDARY
AC	FUTURE LAND USE
REA	ACTIVITY CENTER
AR	RURAL ESTATE/AGRICULTURE
R	AGRICULTURE RESOURCE
SLDR	RURAL
TC	SUBURBAN LOW DENSITY RESIDENTIAL
GC	TOURIST COMMERCIAL
LI/U	GENERAL COMMERCIAL
LD/RE	LIGHT INDUSTRIAL/UTILITIES
A&T	LIGHT DENSITY RURAL ESTATE
	AGRICULTURE & TIMBERLANDS



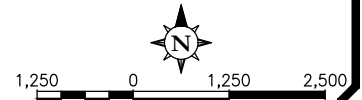
Future Land Use Map

Ormond Crossings West CDD

POULOS & BENNETT

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

www.poulosandbenett.com
Certificate of Authorization No. 28567



SCALE IN FEET

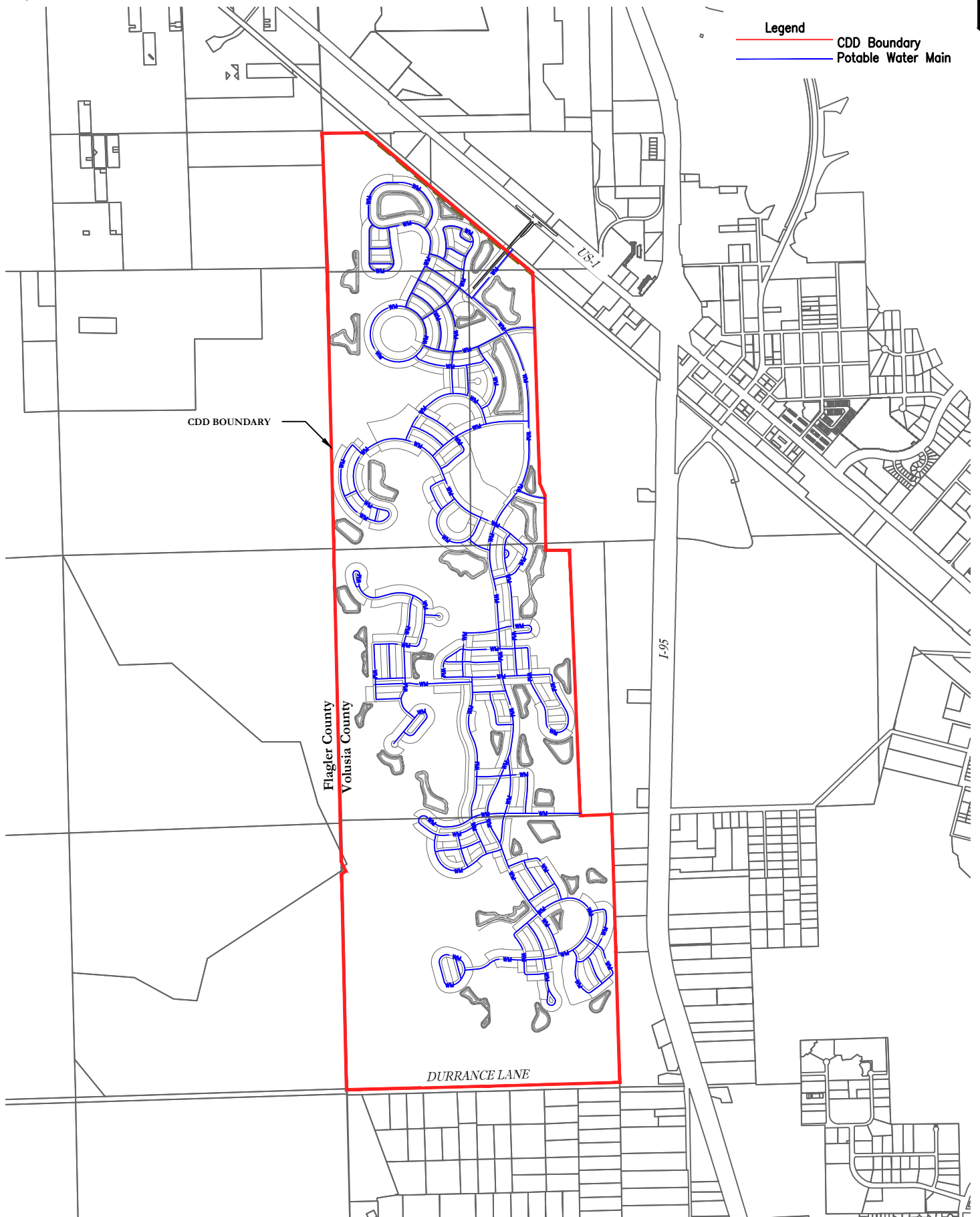
Exhibit 4

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April 23, 2024
P & B Job No.: 23-091

Z:\2023\23-091 ORMOND CROSSINGS\23-091B ORMOND CROSSINGS WEST LLC\CAD\CDD\RESIDENTIAL CDD\23091-RESIDENTIAL CDD-EXHIBIT 4-FUTURE LAND USE.MXD

EXHIBIT 5



Potable Water Map

Ormond Crossings West CDD

April 23, 2024
P & B Job No.: 23-091

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

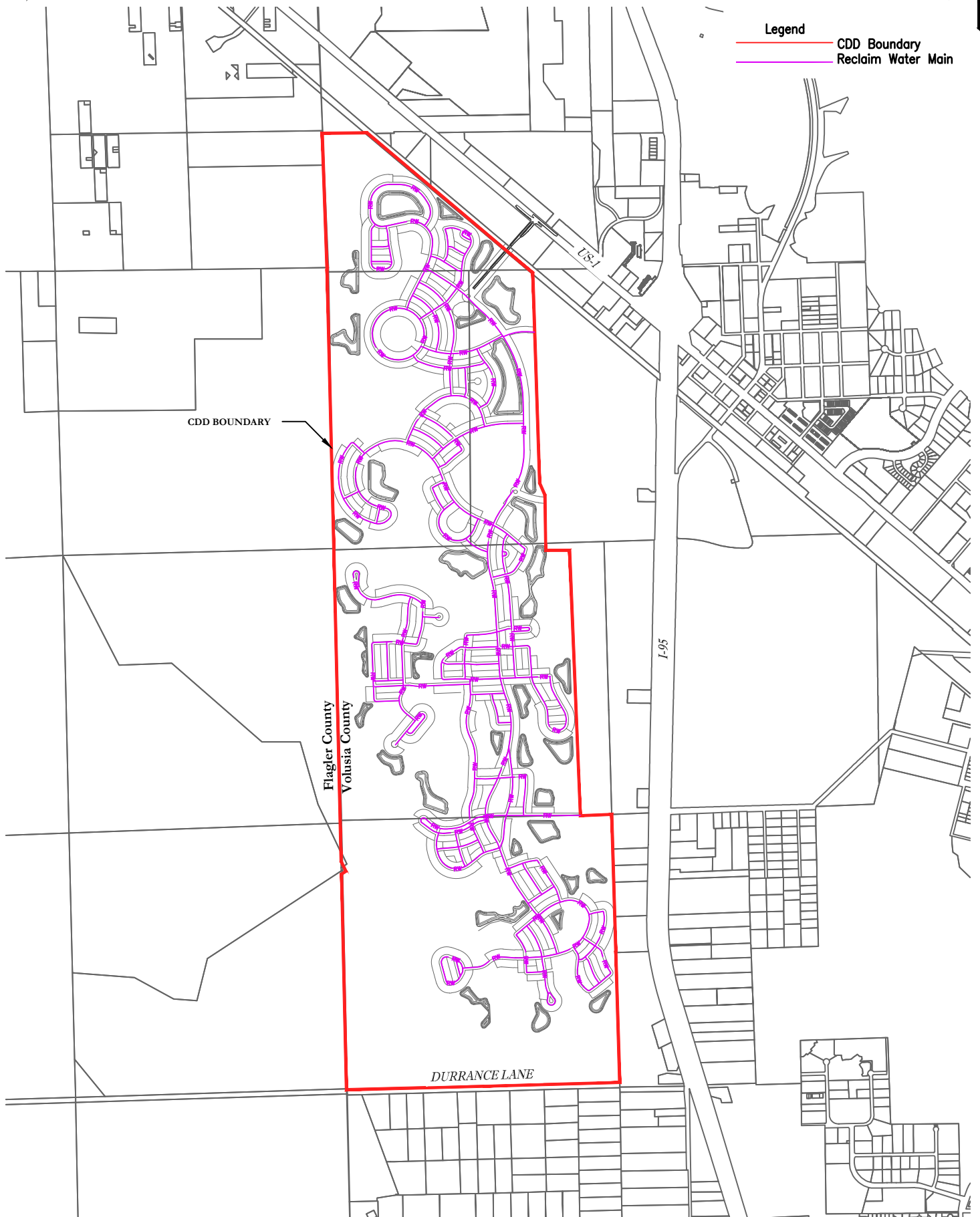
POULOS & BENNETT

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SCALE IN FEET

Exhibit 5A

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Reclaim Water System Map

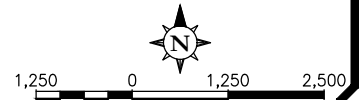
Ormond Crossings West CDD

April 23, 2024
P & B Job No.: 23-091

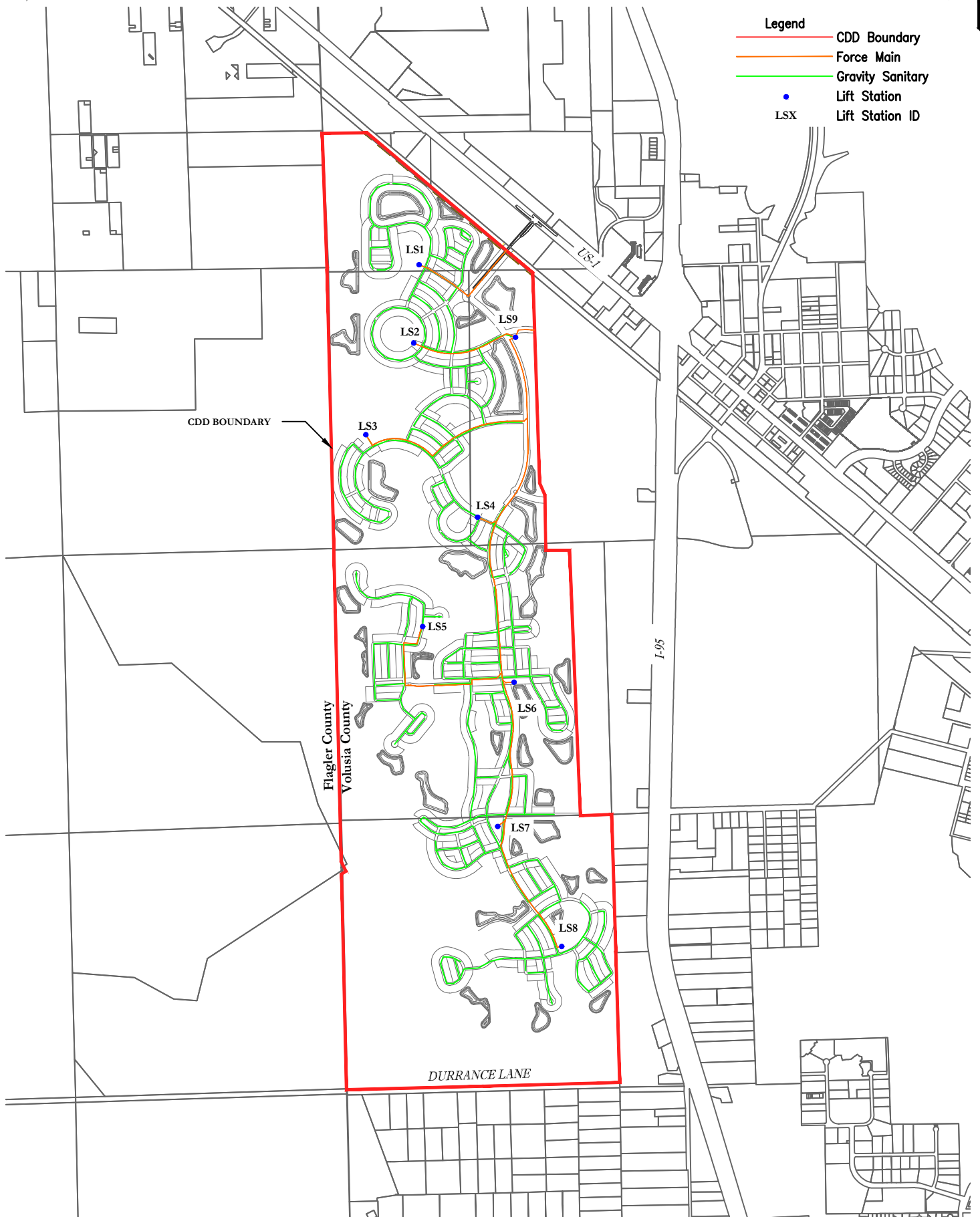
2602 E. Livingston St.
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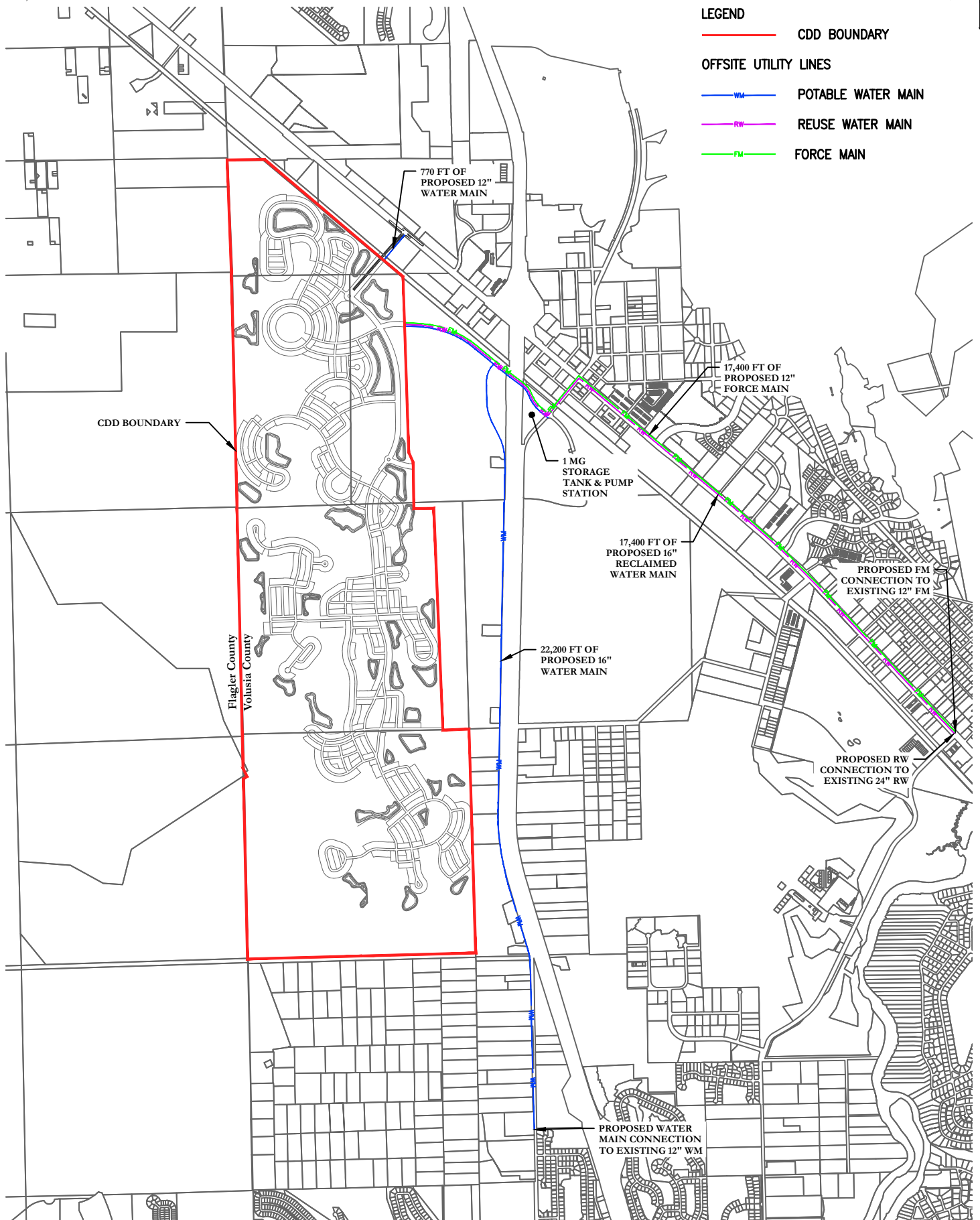


SCALE IN FEET
Exhibit 5B



LEGEND

- CDD BOUNDARY
- OFFSITE UTILITY LINES
 - WM POTABLE WATER MAIN
 - RW REUSE WATER MAIN
 - FM FORCE MAIN



Offsite Utilities Map

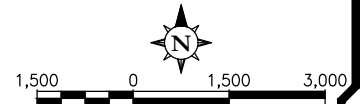
Ormond Crossings West CDD

April 23, 2024
P & B Job No.: 23-091

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

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SCALE IN FEET

Exhibit 5D

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EXHIBIT 6

Ormond Crossings West CDD – Proposed Facilities

Infrastructure Ownership & Maintenance

Improvement Category	Ownership	Operation & Maintenance
Water Distribution System	City	City
Reclaimed Water System	City	City
Sanitary Sewer System	City	City
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	City	City
Stormwater Management System	CDD	CDD
Roadways Improvements* & Sidewalk	City/County	City/County
Earthwork	CDD	CDD
US-1 Turn Lane Improvements & Signalization	FDOT	FDOT
FEC Railroad Flyover/Bridge	County	County
1 MG Storage Tank & Pump Station	City	City
Public Spaces/Landscape/Hardscape	CDD	CDD
Environmental/Mitigation	CDD	CDD

*The installation and maintenance of landscaping in the medians and the lateral rights of way will be provided by the CDD.

EXHIBIT 7

Ormond Crossings West CDD

Estimated Cost and Timeline

Improvement	Total
Water Distribution System	\$12,364,950.00
Reclaimed Water System	\$6,604,500.00
Sanitary Sewer System	\$21,904,650.00
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	\$14,034,505.00
Stormwater Management System	\$32,619,600.00
Roadways Improvements & Sidewalk	\$27,088,650.00
Earthwork	\$20,400,000.00
US-1 Turn Lane Improvements & Signalization	\$600,000.00
FEC Railroad Flyover/Bridge	\$5,000,000.00
1 MG Storage Tank & Pump Station	\$5,000,000.00
Public Spaces/Landscape/Hardscape	\$15,421,000.00
Environmental/Mitigation	\$1,000,000.00
Soft Cost & Fees	\$7,701,300.00
Subtotal	\$169,739,155.00
Contingency (10%)	\$16,973,915.50
Total	\$186,713,070.50

Construction Timeline Estimate: 2025-2035

EXHIBIT 8

Ormond Crossings West COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

May 1, 2024



Provided by

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Ormond Crossings West Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 1,847.32 +/- acres of land located within the City of Ormond Beach, Volusia County, Florida (the "City") and is projected to contain approximately 2,550 residential dwelling units, which will make up the Ormond Crossings West development ("Project"). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing the District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Ormond Crossings West Community Development District

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned residential development currently anticipated to contain a total of approximately 2,550 residential dwelling units. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Ormond Crossings West.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the

implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City of Ormond Beach, according to Census 2020, has a population of 43,080; therefore, it is not defined as a small city for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
 - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
 - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 1,847.32 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 2,550 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private

sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the City or the State.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) The City of Ormond Beach and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. The City of Ormond Beach, Florida

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 1,847.32 +/- acre master planned residential development currently anticipated to contain a total of approximately 2,550

residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 8,925 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of The City of Ormond Beach. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Ormond Beach, Florida

The proposed land for the District is located within The City of Ormond Beach, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for governmental entities.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the City. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$186,713,070.50. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

**ORMOND CROSSINGS WEST COMMUNITY
DEVELOPMENT DISTRICT
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Water Distribution System	CDD	City	City
Reclaimed Water System	CDD	City	City
Sanitary Sewer System	CDD	City	City
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	CDD	City	City
Stormwater Management System	CDD	CDD	CDD
Roadways Improvements* & Sidewalk	CDD	City/ County	City/ County
Earthwork	CDD	CDD	CDD
US-1 Turn Lane Improvements & Signalization	CDD	FDOT	FDOT
FEC Railroad Flyover/ Bridge	CDD	County	County
1 MG Storage Tank & Pump Station	CDD	City	City
Public Space/ Landscape/ Hardscape	CDD	CDD	CDD
Environmental/ Mitigation	CDD	CDD	CDD

* The installation and maintenance of landscaping in the medians and the lateral rights of way will be provided by the CDD.

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the City or its dependent districts, or city management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

Table 2

**ORMOND CROSSINGS WEST COMMUNITY
DEVELOPMENT DISTRICT
Estimated Costs of Construction**

CATEGORY	COST
Water Distribution System	\$12,364,950.00
Reclaimed Water System	\$6,604,500.00
Sanitary Sewer System	\$21,904,650.00
Offsite Utilities (Water, Reclaimed, & Sanitary Sewer)	\$14,034,505.00
Stormwater Management System	\$32,619,600.00
Roadways Improvements & Sidewalk	\$27,088,650.00
Earthwork	\$20,400,000.00
US-1 Turn Lane Improvements & Signalization	\$600,000.00
FEC Railroad Flyover/ Bridge	\$5,000,000.00
1 MG Storage Tank & Pump Station	\$5,000,000.00
Public Space/ Landscape/ Hardscape	\$15,421,000.00
Environmental/ Mitigation	\$1,000,000.00
Soft Costs & Fees	\$7,701,300.00
Contingency (10%)	\$16,973,915.50
Total	\$186,713,070.50

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers.

Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Ormond Beach has a population of 43,080 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" city according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Ormond Crossings West development will not produce any marginal effects that would be different from those that would have occurred if the Ormond Crossings West development was developed without a community development district established by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Ormond Crossings West Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Ormond Crossings West development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and

complexity of the development program anticipated for the Ormond Crossings West development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other city responsibilities. By contrast, if the City were to establish and administer a dependent special district, then the residents and landowners of the Ormond Crossings West development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a city-established, dependent special district is not strictly the City's responsibility, any financial problems that a dependent special district may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the City's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Ormond Crossings West Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the City after financing

EXHIBIT 9

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jonathan T. Johnson of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agent for Ormond Crossing West, LLC with regard to all matters regarding the petition to establish a community development district to the City Commission of the City of Ormond Beach, Florida, pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

WITNESSES:

ORMOND CROSSING WEST, LLC, a Florida
limited liability company

Name:

Jonathan T. Johnson

Name:

Bradford Kline

Title:

Manager

Name:

Conner M. Vance

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 1 day of MAY, 2024, by BRADFORD KLINE, as MANAGER of

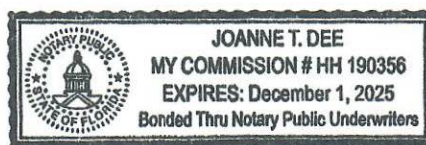
Ormond Crossing West, LLC, who is ☐ personally known to me or ☒ produced FDL 1450 077-54-227-0 as identification.

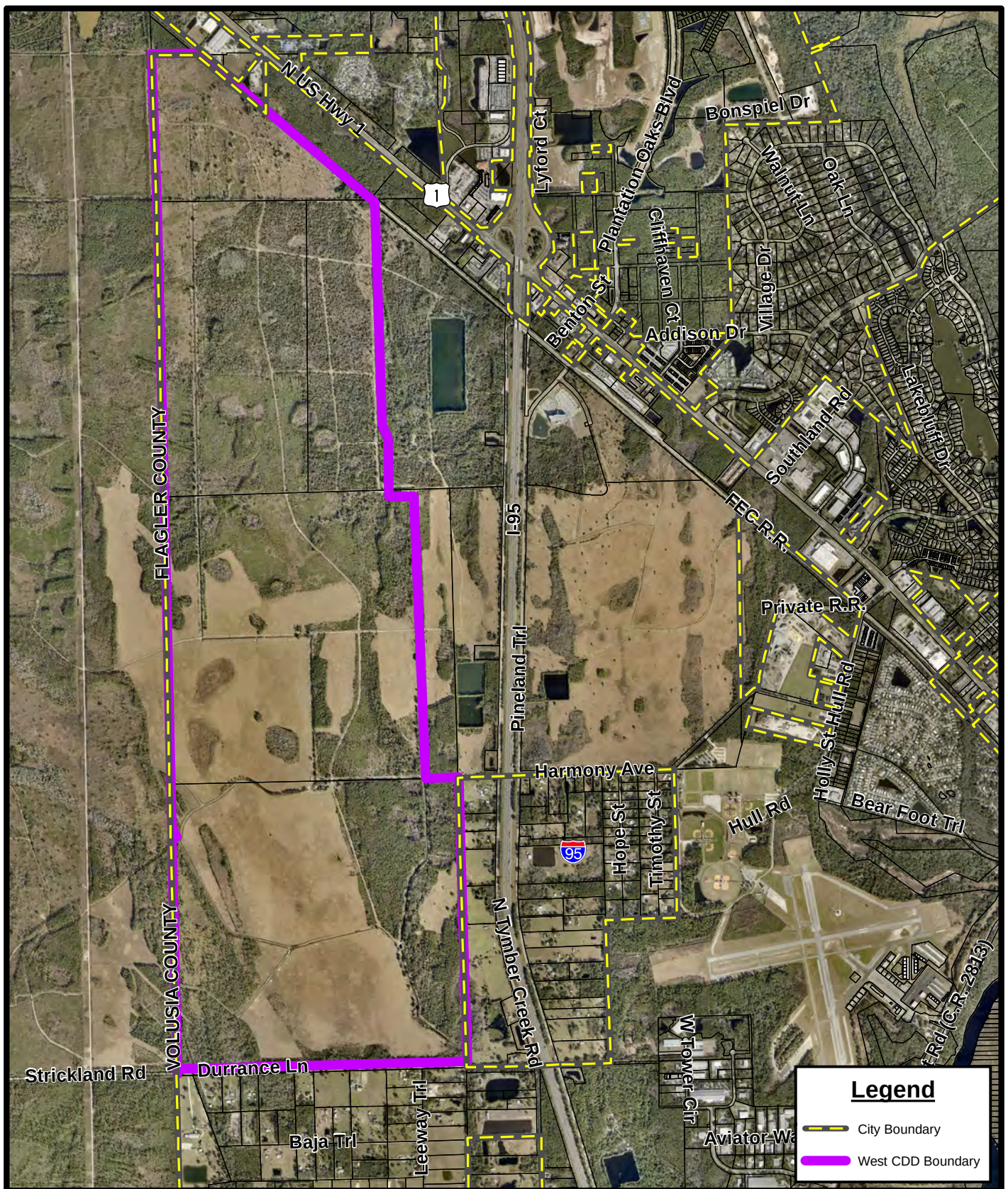
(Official Notary Signature & Seal)

Print Name:

JOANNE T. DEE

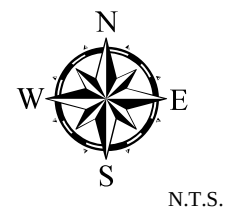
Notary Public, State of Florida

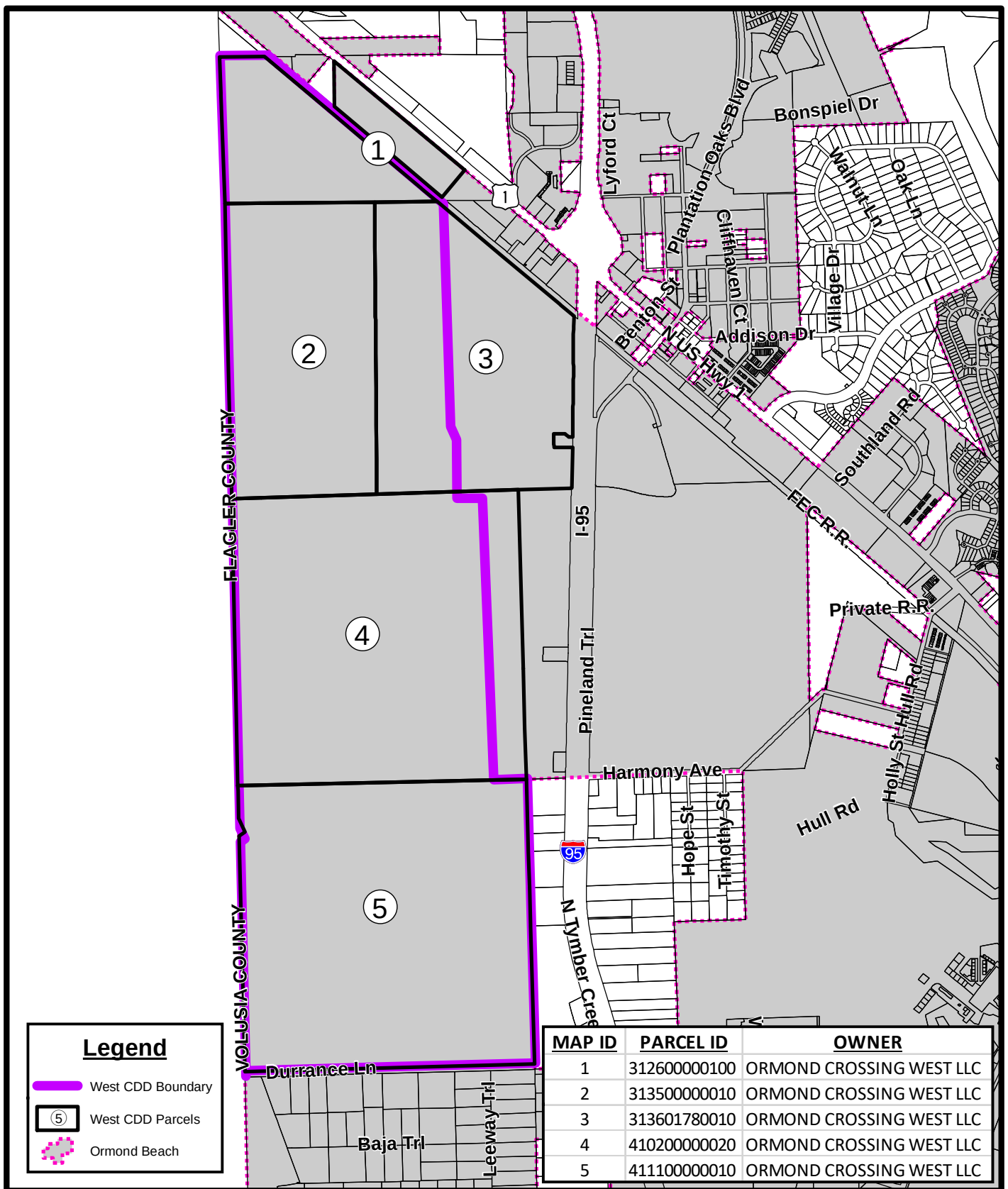




AERIAL MAP ORMOND CROSSINGS - WEST CDD

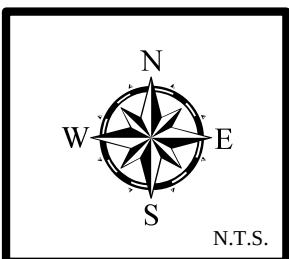
Prepared By: The City of Ormond Beach
G.I.S. Department - May 31, 2024

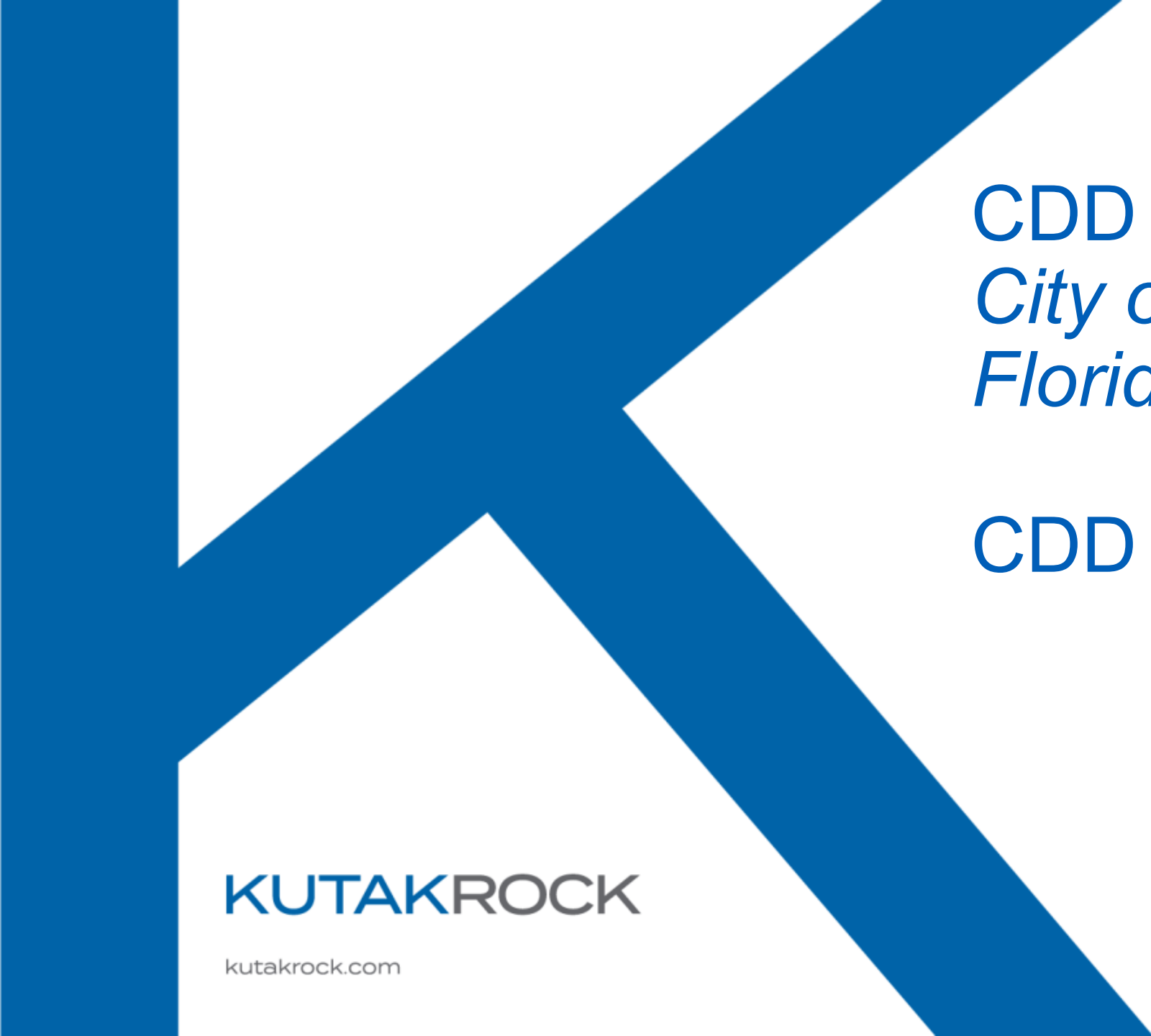




PARCEL MAP
ORMOND CROSSINGS - WEST CDD

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 31, 2024





CDD Establishment *City of Ormond Beach, Florida*

CDD Basics

KUTAKROCK

kutakrock.com

What is a Community Development District?

- Local unit of special purpose government
- Established under the Uniform Community Development Act of 1980 (Chapter 190, F.S.)
- Provides a mechanism to finance, construct and maintain high quality improvements and amenities
- Separate from, and NOT an arm of, the County or City



What is a Community Development District?

- CDDs can provide basic infrastructure for new development
 - Less Expensive Infrastructure - Infrastructure is less expensive because CDDs provide access to tax exempt financing
 - Non-Recourse - The CDD debt is secured by assessments that are liens on the land (i.e., non-recourse debt) The City has no responsibility for this debt.
 - Spreads Costs Over Time - Spread infrastructure costs over time, as opposed to building all costs into home up front
 - Wide Variety of Projects
- Liability protection

What Can a Community Development District Do?

- **Pursuant to Section 190.012(1), a CDD can finance, construct and acquire the following improvements:**
 - Water management and control structures
 - Water supply, sewer, and wastewater management, reclamation, and reuse
 - Bridges or culverts
 - Roadways; streetlights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines
 - Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage
 - Environmental investigation and remediation costs
 - Conservation areas, mitigation areas, and wildlife habitat
 - Any other project within or without the boundaries of a district pursuant to a development order or interlocal agreement
 - Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district

What a Community Development District Can Not Do

CDD bonds cannot become the debt of the City; bondholder remedies are solely against the pledged property.

A CDD cannot take any action which is inconsistent with the comprehensive plans, ordinances and regulations of the City.

A CDD does not have the power to adopt its own comprehensive plan, building code or land development code – it is not a zoning authority.

All of the CDD's powers must comply with all applicable City laws, rules, regulations, and policies governing planning and permitting of the development.

Benefits for Property Owners

- Cheaper Financing
- Allows homebuyers to purchase housing in communities with higher levels of amenities such as open space, trails, parks and lower impact developments
- Infrastructure Costs Spread Over Time
- Stable Revenue Stream – the assessments are paid along with property taxes
- Relatively Early Turnover to Residents
- Increased Accountability
- Enhanced Level of Service - Makes community more attractive and usable – allows property owners to ultimately determine their own level of service
- Excellent Long-Term Maintenance Entity - CDDs are long term maintenance entities, which provide for stable, long term property values

Benefits and protections for the City



Allows new infrastructure to be built without the use of City funds or bonding capacity.



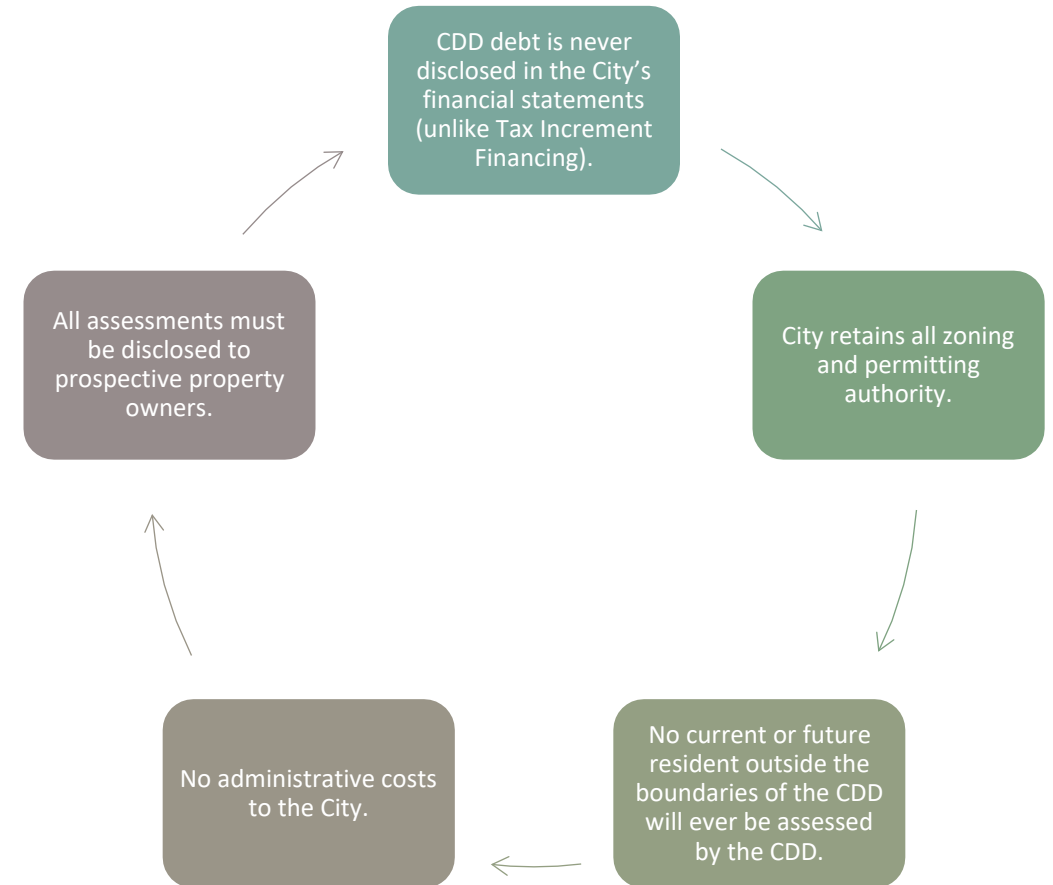
No financial burden on residents outside of the CDD.



Assures project is funded because bond proceeds are provided up front and deposited into a trust account.



More stable maintenance entity to ensure continuation of project after the developer is gone.



What are the CDD's Reporting Requirements?

- Must follow all applicable procedural and reporting rules required of municipal governments under Florida Statutes including:
 - Elections
 - Bidding and awarding of contracts
 - Advertising of meetings and holding meetings in the “Sunshine”
 - Preparation and distribution of minutes to appropriate governmental agencies
 - Maintenance of official records
 - Reporting and filing of financial information
 - Must establish and administer internal accounting controls
 - Must disclose to potential landowners the existence of the CDD and the special assessments levied by the CDD for both debt service and operation and maintenance

Land Secured Financing Districts Are Economic Development

***Florida's Top Ranked Communities
by Homes Sold (2023)***

Ranking	Community	# of Homes Sold Per Year	District Type
1	Villages	3029	Multiple CDDs
2	Lakewood Ranch	2257	CDDs/Stewardship District
3	Babcock Ranch	958	Stewardship District
5	Wellen Park	887	Improvement District
6	Ave Maria	652	Stewardship District

Source: RCLO Real Estate Advisors 2024 Report



Quick Stats

- 990 CDDs in Florida (as of June 1, 2024)
- First CDD established in 1982
- Most commonly established by cities and counties

Volusia County CDDs

Community Development District:	Establishment:
Cresswind DeLand Community Development District	City of Deland
Daytona West Community Development District	City of Daytona Beach
Indigo Community Development District	City of Daytona Beach
Kepler Road Community Development District	City of Deland
Lakewood Park Community Development District	City of Deland
One Daytona Community Development District	City of Daytona Beach
Pioneer Community Development District	City of Port Orange
Rivington Community Development District	City of DeBary
Sungate Community Development District	City of Daytona Beach
SWI Community Development District	City of Port Orange
Tomoka North Community Development District	City of Daytona Beach
Walkers Green Community Development District	City of Daytona Beach
Waypointe Community Development District	City of Daytona Beach

Summary

- CDDs help ensure that growth pays for itself
- Takes burden off local government and residents outside of the CDD
- Excellent long term maintenance entity as compared to HOAs
- Provides governmental accountability
(open meetings, public records, etc.)



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-23

AN ORDINANCE GRANTING THE PETITION OF ORMOND CROSSING WEST, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; CREATING AND ESTABLISHING THE ORMOND CROSSINGS WEST COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS, AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING 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 application submitted by Jonathan T. Johnson, Kutak Rock, LLP, on behalf of the property owner, Ormond Crossing West, LLC, for a petition to establish the Ormond Crossings West Community Development District in accordance with Chapter 190, Florida Statutes. The proposed District comprises approximately 1,847.32 acres, generally located north of Durrance Lane, south of U.S. Highway 1, and west of Interstate 95. The applicant has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such District under Florida law, including but not limited to water distribution system, reclaimed water system, sanitary sewer system, utilities (water, wastewater & reuse systems), stormwater management system, roadway improvements, earthwork, storage tank and pump station, public space/hardscape/landscape, environmental/mitigation, offsite improvements and other infrastructure. The Community Development District is proposed only for the single-family residential portion of the Ormond Crossings project.

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 community development district does not impact any existing businesses and would be obligation of residential property owners who buy in to the community.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The community development district would be established per Florida Statute requirements.

- 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.

The community development district would be established per Florida Statute requirements.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This community development district does not impact any existing businesses and would be obligation of residential property owners who buy in to the community.

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.)

The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

August 6, 2024 - City Commission

Number: 8.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	Res./Ord. No:	2024-21
Strategic Goal:	Economic Development		
Department:	Economic Development - Airport		
Subject:	Airport Fees Ordinance (SECOND READING)		
Summary:	This is a request to approve an Ordinance to amend Section 3.3-24 of the City's Code of Ordinances to expand the definition of certain fees the airport may collect at the Ormond Beach Municipal Airport. Section 3.3-24 of the Code of Ordinances currently only provides for the imposition of tie-down fees for aircraft at the airport: <i>Tie-down fees for aircraft on those portions of the airport under the direct control of the city, and not leased to a fixed base operator shall be imposed as determined and published by the city commission by resolution. All such fees shall be collected by the airport manager, his designee, or the city's authorized agent. (Code 1983, § 3.3-24; Ord. No. 93-50, § 2, 11-3-1993)</i> Federal law supports the self-sustainability of airports. The Federal Aviation Administration's (FAA) Airport Compliance Manual (5190.6B) provides, "Airports must maintain a fee and rental structure that makes the airport as financially self-sustaining as possible under the particular circumstances at that airport. The purpose of the self-sustaining rule is to maintain the utility of the federal investment in the airport." The Airport and Airway Improvement Act of 1982 mandates airports receiving FAA grants to strive for self-sustainability. The FAA Authorization Act of 1994 requires the FAA's Revenue Use Policy to consider if sponsors have made reasonable efforts to be self-sustaining. These efforts are evaluated when establishing or revising rates, charges, and fees. The proposed Ordinance pertains to current and planned airport operations. The ability to assess additional fees for use of the airport will serve to make the airport more self-supporting in accordance with the City's federal airport sponsor obligations and will enhance the City's		

	ability to maintain and develop the airport in service to the flying public. Accordingly, within the Code of Ordinances, Chapter 3.3 - AIRCRAFT AND AIRPORT, Article III. – AIRCRAFT GROUND OPERATIONS, Section 3.3-24. – Tie-down fees., should be revised as follows; Sec. 3.3-24. Tie-down <u>Airport</u> fees. <u>Tie down fees for aircraft on those portions of the airport under the direct control of the city, and not leased to a fixed base operator shall be imposed as determined and published by the city commission by resolution. All such fees shall be collected by the airport manager, his designee, or the city's authorized agent. The City may charge fees to recover the costs incurred by the City that are not being covered by federal or state airport improvement programs and are associated with the planning, development, operation, management and marketing of the airport. Recoverable costs include, but are not limited to: (a) all airport planning, engineering, design and development cost; (b) all airport operating, management, maintenance and repair costs; and (c) all airport debt service, capital outlays, reserves and amortization.</u> <u>Collectible fees may include, but are not limited to, fuel flowage fees, aircraft parking and tie-down fees (on those portions of the airport under the direct control of the City and not leased to a fixed base operator), aircraft landing fees, operator permit fees, lease/sublease execution fees, and/or temporary or special use permit fees. All fees shall be identified in the airport's Rents and Fees Schedule and shall be imposed as determined and published by the city commission by resolution. All such fees shall be collected by the airport manager, his designee, or the city's authorized agent.</u>
Financial Impact:	Approval of the proposed Ordinance will have no immediate budgetary impact, and will serve to make the airport more self-supporting.
Citizen Impact:	The proposed Ordinance pertains specifically to current and planned airport operations. The ability to assess additional fees for the use of the airport will support self-supporting principals and will enhance the ability to maintain and develop the airport in service to the flying public.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to amend Section 3.3-24 of the City's Code of Ordinances to expand the definition of certain fees at the airport.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	24-21 Airport Fees (P24-0108G) - Ordinance Business Impact Estimate 2024-21

Approval:	Kelly McGuire, Finance Director	7/24/2024
	Shawn Finley, Assistant City Manager	7/24/2024
	Joyce Shanahan, City Manager	7/31/2024

ORDINANCE NO. 2024-21

AN ORDINANCE AMENDING SECTION 3.3-24, TIE-DOWN FEES, OF ARTICLE III, AIRCRAFT GROUND OPERATIONS, OF CHAPTER 3.3, AIRCRAFT AND AIRPORT, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, FLORIDA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 3.3-24, Tie-down fees, of Article III, Aircraft ground operations, of Chapter 3.3, Aircraft and airport, of the City of Ormond Beach *Code of Ordinances*, is hereby amended to read as follows:

Sec. 3.3-24. ~~Tie-down~~ Airport fees.

~~Tie down fees for aircraft on those portions of the airport under the direct control of the city, and not leased to a fixed base operator shall be imposed as determined and published by the city commission by resolution. All such fees shall be collected by the airport manager, his designee, or the city's authorized agent. The City may charge fees to recover the costs incurred by the City that are not being covered by federal or state airport improvement programs and are associated with the planning, development, operation, management and marketing of the airport. Recoverable costs include, but are not limited to: (a) all airport planning, engineering, design and development costs; (b) all airport operating, management, maintenance and repair costs; and (c) all airport debt service, capital outlays, reserves and amortization.~~

Collectible fees may include, but are not limited to, fuel flowage fees, aircraft parking and tie-down fees (on those portions of the airport under the direct control of the City and not leased to a fixed base operator), aircraft landing fees, operator permit fees, lease/sublease execution fees, and/or temporary or special use permit fees. All fees shall be identified in the airport's Rents and Fees Schedule and shall be imposed as determined and published by the city commission by resolution. All such fees shall be collected by the airport manager, his designee, or the city's authorized agent.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any work, 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 work, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 23rd day of July, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2024-21

AN ORDINANCE AMENDING SECTION 3.3-24, TIE-DOWN FEES, OF ARTICLE III, AIRCRAFT GROUND OPERATIONS, OF CHAPTER 3.3, AIRCRAFT AND AIRPORT, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, FLORIDA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING 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 a request to approve an Ordinance to amend Section 3.3-24 of the City's Code of Ordinances to expand the definition of certain fees at the Ormond Beach Municipal Airport. The ability to assess additional fees for use of the airport will serve to make the airport more self-supporting in accordance with the City's federal airport sponsor obligations, and will enhance the City's ability to maintain and develop the airport in service to the flying public.

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;

No private, for-profit businesses in the City are expected to incur compliance costs if the ordinance is enacted.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

New charges or fees may include, but are not limited to, fuel flowage fees, aircraft parking and tie-down fees (on those portions of the airport under the direct control of the City and not leased to a fixed base operator), aircraft landing fees, operator permit fees, lease/sublease execution fees, and/or temporary or special use permit fees.

- 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.

The City is not expected to incur any regulatory costs if the ordinance is enacted.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Three (3) large flight schools not based at the Ormond Beach Municipal Airport would be primarily impacted if landing fees are imposed under the ordinance. Fuel flowage fees are currently imposed and impact one (1) local business. Other fees that may be imposed will likely apply to future business development at the airport.

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

August 6, 2024 - City Commission

Number: 9.A

Section:	RESOLUTIONS		
Item Category:	Resolution	Res./Ord. No:	2024-119
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Historic Tree Removal - 1510 North US Highway 1		
Summary:	This is a request by Vanacore Residential Properties, LLC, the property owner, for authorization to remove a 37-inch diameter Live Oak from a vacant existing commercial lot, located at 1510 North US Highway 1. Chapter 3, Article I, Section 3-03(c), of the Land Development Code (LDC), Historic Trees, requires City Commission review and approval of any removal of historic trees within the City. Per Section 1-22 of the LDC, a historic tree is defined as a Live Oak, Bald Cypress, or other indigenous tree with an estimated age of over 100 years and a diameter of 36-inches or greater and/or trees designated as historic trees by the City Commission. The property owner recently conducted a pre-application meeting with the Site Plan Review Committee (SPRC) and tree preservation was identified as a key issue. The site is 1.36 acres and the project proposes a commercial use; a conceptual plan is attached. The property owner has submitted an application to remove the double 37-inch and 26-inch Live Oaks. The 37-inch Live Oak (tree number 9 per arborist report) is a historic tree and the 26-inch is considered a specimen tree per City ordinance. An Arboricultural Assessment report was performed by Native Florida Landscapes, LLC for this project which is attached. Per the assessment report, this historic tree is in healthy condition. Per the conceptual layout, the proposed building location and change of grade shown on the site plan severely impact the roots and canopy of the 37-inch historic tree, making it not be feasible to be saved. In reviewing the conceptual plan, staff has concerns about the site layout impacting numerous other specimen trees; as shown, the conceptual plan would not provide the required number of specimen trees to be saved per Section 3-04(a)(1). Staff would expect a re-design of the conceptual site plan that explores alternative design layout options and		

	provides more consideration for preservation of the historic and specimen trees prior to any recommendation that would allow for the removal of the healthy, historic tree.
Financial Impact:	None
Citizen Impact:	Loss of a 100-year tree and its accompanying canopy would have a negative impact on tree preservation.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends denial of the removal of the healthy 37-inch Live Oak tree.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-119 Denial Historic tree removal 1510 N US1 2. Arborists Report for 1510 North US Highway 1 3. Conceptual Site Plan 1510 North US Highway 1
Approval:	Kelly McGuire, Finance Director 7/16/2024 Shawn Finley, Assistant City Manager 7/25/2024 Joyce Shanahan, City Manager 7/31/2024

RESOLUTION NO. 2024-119

A RESOLUTION RECOMMENDING DENIAL OF THE REMOVAL OF AN HISTORIC TREE LOCATED AT 1510 NORTH U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the owner of that real property located at 1510 North U.S. Highway 1 is requesting that the City Commission approve the removal of an historic tree, said tree being a thirty-seven inch (37”) live oak tree with an estimated age of over one hundred (100) years, and

WHEREAS, Chapter 3, Article I, Section 3.03C of the *Land Development Code* prohibits the removal of any historic tree without the approval of the City Commission, and

WHEREAS, the City Landscape Architect and a board certified arborist hired by the property owner have inspected the historic tree and determined that the tree appears healthy with no visible signs of dieback, cavities, or disease and

WHEREAS, the City Landscape Architect recommends denial for the removal of the thirty-seven inch (37”) live oak tree, and

WHEREAS, the City Commission concurs with staff’s recommendation, now therefore

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

SECTION ONE. The City Commission denies the removal of the said historic tree from the above-referenced residential real property.

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

APPROVED AND AUTHENTICATED this 6th day of August, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

NATIVE FLORIDA LANDSCAPES, LLC

Environmental & Vegetation Consulting
P.O Box 2905, Ormond Beach, FL 32175
386-235-0404 ✿ donaldjspence@gmail.com

February 22, 2024

Scott Vanacore
1451 N US Hwy 1, Ste 13
Ormond Beach, FL 32174

Subj: Arborist Report for Trees

Dear Mr. Vanacore,

I evaluated the health, species, and diameter sizes of the trees on the property at the corner of Flagler Road. and Broadway Ave. (Figure 1), Ormond Beach, FL on February 22, 2024.

Overall, there are 10 trees on the property, Table 1 below. In Figure 1, I have also provided a location map for the trees with tree numbers that correspond to Table 1. In Figures 2 & 3, I have provided photos of the two historic trees. All the trees on site are healthy except for Tree 2, which has some dead limbs in the canopy.

If you have any questions, feel free to contact me.
Respectfully,



Don Spence, Ph.D.
Board Certified Master Arborist; No. FL-1341B

Tree No.	Species	DBH inches	Comments
1	Live oak, <i>Quercus virginiana</i>	20	Healthy tree
2	Live oak, <i>Quercus virginiana</i>	21	Tree has 40% canopy dieback, fair to poor health.
3	Live oak, <i>Quercus virginiana</i>	22	Healthy tree
4	Live oak, <i>Quercus virginiana</i>	44	Healthy tree, co-dominant but one tree, Figure 2.
5	Red cedar, <i>Juniperus virginiana</i>	11	Healthy tree
6	Live oak, <i>Quercus virginiana</i>	31	Healthy tree
7	Live oak, <i>Quercus virginiana</i>	28	Healthy tree
8	Live oak, <i>Quercus virginiana</i>	26	Healthy tree, codominant with #9, separate trunks, two trees. Figure 3
9	Live oak, <i>Quercus virginiana</i>	37	Healthy tree, codominant with #8, separate trunks, two trees. Figure 3
10	Live oak, <i>Quercus virginiana</i>	26	Healthy tree

Figure 1, Site Location – Corner of Flagler Road & Broadway Ave., Ormond Beach, FL.



Figure 2 – Tree Number 4, Historic Tree



Figure 3 – Tree Numbers 7, 8 & 9, Tree 9 is the Historic Tree



