AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

October 2, 2024

7:00 PM

Mayor Bill Partington

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

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Judge Terence R. Perkins

B. Domestic Violence Awareness Month

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 18, 2024

7. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-162:** A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE A1A UTILITY RELOCATION PROJECT, UNDER BID NO. 2024-38; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN

EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-163:** A RESOLUTION ACCEPTING A BID FROM ENVIROWASTE SERVICES GROUP, INC. FOR LIME SLUDGE HAULING AND DISPOSAL SERVICES, UNDER BID NO. 2025-04; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-164:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. TO PROVIDE DESIGN SERVICES REGARDING THE HALIFAX RIVER UTILITY CROSSING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-165:** A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEYHORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE WATER RECLAMATION FACILITY FILTER 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*

E. **RESOLUTION NO. 2024-166:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-167:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-168:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND PARTS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-169:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PEERLESS PUMP PRODUCTS AND REPAIR SERVICES FROM TOM EVANS ENVIRONMENTAL ON AN AS-NEEDED BASIS FOR PUMPING STATIONS THROUGHOUT THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-170:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2024-171:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF SESSION INITIATION TRUNKING SERVICES FROM VOLLI COMMUNICATIONS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

K. **RESOLUTION NO. 2024-172:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CROWDERGULF JOINT VENTURE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

L. **RESOLUTION NO. 2024-173:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK ALEX WILLIAMS AND MONIQUE WILLIAMS RELEASING A PORTION OF A FIFTEEN-FOOT (15.0') DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 155, TOMOKA OAKS, UNIT 7B (19 NOTTINGHAM DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

M. **RESOLUTION NO. 2024-174:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENTS FROM RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., FOR PROPERTY LOCATED WITHIN THE RIDGEHAVEN SUBDIVISION; AND SETTING FORTH AN EFFECTIVE DATE.

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

N. **RESOLUTION NO. 2024-175:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2D, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

O. **Intent to Bid - Water/Wastewater Directional Drilling 2024-2025**

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

Disposition: Approve as recommended in the City Manager staff report dated October 2, 2024.

P. **Request for Proposals - Temporary Information Technology Staffing**

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

Disposition: Approve as recommended in the City Manager staff report dated October 2, 2024.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-26:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; 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*

B. **ORDINANCE NO. 2024-27:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD LAKES” SUBDIVISION, SHOWN WITHIN PHASE 4 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*

C. **ORDINANCE NO. 2024-28:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD PARK” 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*

D. **ORDINANCE NO. 2024-29:** AN ORDINANCE CHANGING THE NAME OF “HALIFAX STREET” TO “CLIFFHAVEN COURT”, AND “MATANZAS STREET” TO “RIDGEHAVEN AVENUE”, SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

E. **RESOLUTION NO. 2024-176:** A RESOLUTION OF THE CITY

COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING AN ORIGINAL PUBLIC ART PROJECT TITLED "GREETINGS FROM ORMOND BEACH" ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 200 EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR THE PUBLIC ART BETWEEN THE CITY AND MDSS, INC; ACCEPTING THE DONATION OF PUBLIC ART FROM MDSS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. 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

September 18, 2024	**7:00 p.m.**	**Commission Chambers**

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

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Recognition of Florida Legislators

B. Evelyn Rebostini

5. ADOPTION OF FISCAL YEAR 2024-2025 MILLAGE RATES AND BUDGET

A. **RESOLUTION NO. 2024-146:** A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024-2025; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-25:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 4, 2024

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. 2024-147:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND FENCE SERVICE, INC. D/B/A AAA DUMPSTER RENTAL AND D/B/A F.S.I. ROLL OFF CONTAINER SERVICE 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*

B. **RESOLUTION NO. 2024-148:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR

SERVICES FROM EMPIRE COMPUTING AND CONSULTING, INC. FOR BARRACUDA BACKUP PROTECTION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

C. **RESOLUTION NO. 2024-149:** A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET DISINFECTION CONVERSION PROJECT, UNDER BID NO. 2024-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-151:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-152:** A RESOLUTION AUTHORIZING AN EMERGENCY PROCUREMENT OF A HIPOWER PORTABLE GENERATOR FROM ALTERNATIVE POWER SOLUTIONS, INC. FOR USE AT THE HUDSON WELL FIELD IN THE HUNTERS RIDGE SUBDIVISION; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-153:** A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-156:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE ATTORNEY OF THE SEVENTH JUDICIAL CIRCUIT FOR PROSECUTION OF VIOLATIONS OF CITY ORDINANCES PUNISHABLE BY INCARCERATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-157:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-158:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF MICHAEL BAKAYSA; 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*

J. **RFP - Cross Connection Control Program Management Services**

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

Disposition: Approve as recommended in the City Manager staff report dated September 18, 2024.

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

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

Disposition: Accept as information as recommended in the City Manager staff report dated September 18, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-26:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; 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*

B. **ORDINANCE NO. 2024-27:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD LAKES” SUBDIVISION, SHOWN WITHIN PHASE 4 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*

C. **ORDINANCE NO. 2024-28:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD PARK” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **ORDINANCE NO. 2024-29:** AN ORDINANCE CHANGING THE NAME OF “HALIFAX STREET” TO “CLIFFHAVEN COURT”, AND “MATANZAS STREET” TO “RIDGEHAVEN AVENUE”, SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-133:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE THE PERMANENT OUTDOOR STORAGE, DISPLAY, AND SALES OF MERCHANDISE AT THE LOWES HOME IMPROVEMENT STORE LOCATED AT 1340 WEST GRANADA BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE

DATE.

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2024-154:** A RESOLUTION ESTABLISHING FUEL FLOWAGE FEES, LANDING FEES, AND AIRCRAFT TIE DOWN FEES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-155:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND VECTOR AIRPORT SYSTEMS, LLC, FOR THE PROVISION OF PLANEPASS AIRCRAFT OPERATING FEE BILLING AND COLLECTION SERVICES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-159:** A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO SERVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-160:** A RESOLUTION ACCEPTING A PROPOSAL FROM BROWN & BROWN INSURANCE SERVICES, INC., FOR THE PROVISION OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE FOR VARIOUS LINES OF INSURANCE COVERAGE THROUGH VARIOUS INSURANCE CARRIERS, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Father Roy Allison, St. James Episcopal Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Recognition of Florida Legislators

Mayor Partington presented a plaque of appreciation and Key to the City to Representative Tom Leek for his work and dedication to the community. He recognized Representative Webster Barnaby, Representative Chase Tramont, and Florida Senator Tom Wright with a plaque of appreciation.

Item #4B – Evelyn Rebostini

Mayor Partington presented a proclamation and Key to the City to Ms. Evelyn Rebostini, honoring her work as the Ormond Beach Police Department's Victim Advocate and congratulating her on her retirement.

Ms. Rebostini thanked the Commission, city staff, and co-workers for their support and friendship over the years and discussed her career with the city.

Item #5 – Adoption of Fiscal Year 2024-2025 Millage Rates and Budget

Mayor Partington opened the Public Hearings.

Item #5A –Millage Rates for 2024-2025 Fiscal Year

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-146

A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024-2025; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated per Florida Statute, he was required to state the millage rate for the City of Ormond Beach necessary to fund the Fiscal Year (FY) 2024-2025 budget was 4.0960 mills, noting the rate was 12.82 percent above the rolled back rate of 3.6305 mills and the debt service millage rate was 0.065 for the 2010 General Obligation Bond Sinking Fund.

Mayor Partington stated it was a public hearing and inquired if there were any members of the public who wished to speak or ask questions prior to adoption of the millage rate and budget.

Mr. Sean Daly, 1106 Northside Drive, expressed concerns regarding the tax increase and the Ormond Beach Municipal Airport's budget. He discussed the funds owed by the airport and not using taxpayer dollars to support it.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-146, as read by title only.

Mayor Partington stated the operating millage of 4.0960 mills was 12.82 percent above the rolled back millage rate and the resolution included adoption of the debt service millage rate of 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 announced the operating millage rate was set at 4.0960 mills, which was 12.82 percent above the rolled back millage rate of 3.6305 mills.

Item #5B – Adoption of Annual Budget for the 2024-2025 Fiscal Year

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-25

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2024-25, on second reading, as read by title only.

Mayor Partington requested for the City Clerk to call the vote to adopt the budget of $131,976,868.

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

Mayor Partington closed the Public Hearings.

Item #6 – Audience Remarks

Ms. Cindy Costa, 6 Walden Lane, voiced concerns regarding North Beach Street and the state of the roadway. She requested the city look into repairs to make the street safer for drivers.

Ms. Alicya Simmons, 705 North Peninsula Avenue, requested for the city to look into a grant from the Daytona Beach Racing and Recreation Center Fund for the Ormond Beach Tennis Center. She discussed the needs of the tennis center, personal funds the current operator put into the programs at the facility, and the growth since the current operator started.

Ms. Connie Colby, 108 Roble Lane, discussed the rules regarding parks within the city and their regulation. She expressed concerns surrounding the use of the parks, specifically motorbikes and drones. She voiced concerns regarding code enforcement and the way citizens report concerns.

Item #7 – Approval of Minutes

Mayor Partington advised the minutes from the September 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 Sargent moved, seconded by Commissioner Tolland, for approval of the September 4, 2024, City Commission meeting minutes.

The motion passed by voice vote.

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 requested Item 8H be pulled from the Consent Agenda.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the Consent Agenda, absent Item 8H.

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

Item #8H – Humane Society Contract FY 2024-2025

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-157
A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Colby expressed concerns regarding the stray cats in her neighborhood and the return of the stray cats once they were neutered by the Humane Society. She requested the city renegotiate the contract for the Humane Society to not return the cats.

Commissioner Briley deferred to staff for information for Ms. Colby; whereby, Ms. Joyce Shanahan, City Manager, stated the contract called for just Trap, Neuter, and Release (TNR).

Captain Chris Roos, Ormond Beach Police Department, discussed the Humane Society's TNR program and the life span of wild cats. He noted if there were better plans, staff would be happy to review. He explained there were no cat colonies in the area Ms. Colby expressed concerns with.

Commissioner Tolland expressed support of revisiting the contract to see what further could be done to prevent the return of the stray cats.

Ms. Claire Whitley, Assistant City Manager, stated staff would discuss the request with the Humane Society before the next contract; whereby, Mayor Partington noted if a resolution to the request could happen sooner than the next contract to bring it back to the Commission before then.

Commissioner Persis requested the Humane Society go look at Ms. Colby's areas of concern.

Commissioner Tolland suggested having data of how many cats were in the area to determine if there were needs for a revised program.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-157, as read by title only.

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

Comments on the Consent Agenda

Commissioner Sargent expressed support for Item 8I regarding the Settlement of Workers' Compensation Claim for Michael Bakaysa.

Mayor Partington voiced support of Item 8C regarding the Bid Award for the Water Reclamation Facility Ultra-Violet Disinfection Conversion and the state money that helped fund the project, and Item 8D regarding the Work Authorization for the Construction Administrative Services for the Fleming Avenue Drainage project.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Land Development Code Amendment, Houses of Worship Conditions

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-26
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC

CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was for reduced setback and stated the Planning Board recommended approval.

Mayor Partington noted it was a unanimous approval by the Planning Board and explained there were no projects being proposed, the item was the starting point for any future projects.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-26, 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 #9B – Bradford Lakes, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-27

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD LAKES” SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was for the final plat for the Bradford Lakes subdivision located within the Plantation Oaks Planned Residential Development and stated the Planning Board unanimously recommended approval.

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-27, 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 #9C – Bradford Park, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “BRADFORD PARK” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-28, 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 #9D – RidgeHaven Subdivision, Street Name Changes

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF “HALIFAX STREET” TO “CLIFFHAVEN COURT”, AND “MATANZAS STREET” TO “RIDGEHAVEN AVENUE”, SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-29, 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 #9E – 1340 West Granada Blvd, Lowe's Special Exception for Outdoor Activity

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-133

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE THE PERMANENT OUTDOOR STORAGE, DISPLAY, AND SALES OF MERCHANDISE AT THE LOWES HOME IMPROVEMENT STORE LOCATED AT 1340 WEST GRANADA BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the Special Exception for Lowe’s for their outdoor activity and displays. He reviewed the history of the Special Exception, and the updated proposal since the last time it was brought before the City Commission.

Mr. Joey Posey, 420 South Nova Road, noted he was the attorney for the applicant and reviewed the updated plan and updated landscaping. He stated Lowes was very responsive to the City Commissions requests and understood their concerns.

Commissioner Tolland stated she spoke with Mr. Posey regarding the proposed plans and appreciated the updated landscaping. She inquired if there were concerns regarding pedestrian safety; whereby, Mr. Roger Strcula, Upham Engineering, explained there were minimal parking spaces along the building, therefore pedestrian safety was not a concern.

Commissioner Persis indicated she spoke with Mr. Posey and thanked him for the updates to the plan.

Commissioner Sargent discussed his concerns regarding future change of management and noted his hope of better communication between the store managers regarding the special exception.

Commissioner Briley expressed concerns regarding the grills, lawnmowers, and plants for sale outside of the store, noting the continued violations.

Mr. Posey stated it was a delicate balance for the store to promote the sale of their products and put all the product behind the fencing.

Commissioner Sargent stated he was supportive of items in front of the store to promote sales. He thanked Lowe’s for working with the city to become compliant with the Special Exception.

Commissioner Briley voiced concerns with the Special Exception, noting it was a Special Exception and Lowe’s had violated the development order.

Mr. Posey expressed understanding of the concerns, noting he would pass them along.

Commissioner Tolland inquired if all product was contained within the painted squares in front of Lowe's would Commissioner Briley approve; whereby, Commissioner Briley stated yes, if the products were contained in the squares, and expressed concerns due to prior actions. Commissioner Tolland emphasized compliance, noting other smaller stores had the same special exception.

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Resolution No. 2024-133, as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #10 – Resolutions

Item #10A – Airport Rates and Fees

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-154

A RESOLUTION ESTABLISHING FUEL FLOWAGE FEES, LANDING FEES, AND AIRCRAFT TIE DOWN FEES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Brian Rademacher, Economic Development Director, reviewed the Ormond Beach Municipal Airport's budget deficit, the advantage of the proposed landing fees, and proposed agreement with Vector Airport Systems, LLC, noting the agreement was Item 10B. He reviewed the proposed landing fees and where the fees would be applied. He reviewed the purchasing process utilized for the agreement with Vector Airport Systems, LLC.

Mr. Douglas Shinn, 2806 South Peninsula Drive, Daytona Beach, 32118, discussed unintended consequences, including the potential for grants provided to the airport to be taken away due to a decrease in number of operations as a result of the landing fees. He noted the number of pilots who would utilize other airports without landing fees, which could affect other local non-airport related businesses.

Mr. Daryl Hickman, 323 River Vale Lane, stated there was a call for a boycott of any airport that imposes the fees. He stated he owned a business at the airport and would be directly impacted, and the fee would also affect the local business economy. He inquired if the fees would stop when the airport debt was paid off or if the fees were indefinite.

Mr. Patrick Murphy, 678 Swan Range Road, Orange City, 32763, stated he was speaking as Vice President of Sunrise Aviation and stated he had a neutral position on it as his company was exempt from the landing fees. He noted he understood the city's need for the landing fees, that pilot aviation was already expensive, and worried about the added fees. He explained the concern as the airport's fueler, there may be a decrease in fuel purchases due to a decrease in landings.

Mr. Terence Perkins, 108 Heritage Circle, expressed concerns regarding safety and potential pull of grants for funding due to lack of landings caused by the fees.

Mr. Richard Isherwood, 1531 Poplar Drive, reviewed the airport funding grants and discussed other funding options for the airport.

Mr. Gordon Arbeitman, 3107 Inishmore Drive, discussed Vector Airport Systems, LLC and noted there were companies that could present to staff the pros and cons of the landing fees before a decision was made.

Ms. Samantha Bowyer, 68 Seacrest Drive, voiced concerns regarding the data collection process for the landing fee calculation and potential safety concerns. She discussed the Federal Aviation Administration's Reauthorization Act of 2024 and potential violations of the act with the landing fees. She noted the fees would discourage student pilots as the fees would be passed onto their training cost. She suggested the city focus on attracting

businesses to fill the empty space of the vacant golf course next to the airport, and promote events such as air and car shows.

Mr. Tony Arnaoutis, 17 Tiffany Circle, discussed the aviation fees internationally and locally, and requested the Commission reconsider adding the landing fees.

Mr. Daly voiced concerns with the Daytona flight schools, and noted the majority of the flights out of the airport were from the flight schools. He noted the landing fees would be put onto the student's flight training costs. He believed the fees would help the debt without costing the tax payers money.

Mr. Ron Serra, 1761 Mitchell Court, Port Orange, 32128, stated he disagreed with the implementation of the landing fees. He discussed the local economy growth due to the aviation field. He discussed other states who were competing for the Florida aviation business. He stated he was a flight instructor and students were discussing landing fees being add to their tuition costs, noting they discussed looking elsewhere for training.

Mr. Bob Brown, 918 Lake Lindley Drive South, DeLand, 32724, expressed concerns of the landing fees being in the same ordinance as the fuel and tiedown fees. He discussed concerns regarding the exemptions and the collection of the fees.

Mr. Matthew Serra, 1761 Mitchell Court, Port Orange, 32128, discussed his history with aviation. He stated the fees would cause changes in the trainings, as pilots would lessen the number of landings in training sessions. He discussed fees pilots currently face and expressed concerns regarding pilot shortages. He requested an exemption for all aircrafts under 6,000 pounds, noting the precedence from other airports.

Ms. Sharon Serra, 1761 Mitchell Court, Port Orange, 32128, requested the landing fees be removed from the ordinance for further review. She explained her belief was Vector Airport Systems, LLC used standard pricing for all airports instead of customizing the fees to each individual airport based on needs, and felt that was not the correct way to go about it. She discussed the rulings around landing fees.

Mr. David Gall, unlisted address, Port Orange, 32128, reviewed his aviation background and expressed concerns regarding landing fees specifically for flight trainings.

Mr. Terence Anderson, 101 Ray Lake Drive, discussed the importance of flight schools practicing landings for safety reasons.

Mr. Michael Galluzzi, 1008 Flying M Court, Edgewater, 32132, indicated he worked for the NASA Research Institute, specializing in advanced air mobility. He shared some research from surrounding airports and across Central Florida. He expressed concerns regarding the landing fees, including unwarranted surveillance. He stated he would like to share a proposal for a public/private partnership and would provide further details.

Mr. Andre Maye, 2002 Yellowfin Drive, Port Orange, 32128, stated the United States of America was number one in aviation trainings and noted comparison to international fees. He expressed concerns regarding how the fees would impact flight schools.

Mr. Robert Jex, 55 Front Street, Palm Coast, 32137, stated the proposal would not improve safety, pilot production, or long-term funds. He stated there were other positive ways to generate funds, including attracting new aviation businesses.

Mayor Partington stated he received a letter from Ms. Stacy Heaton, the Southern Regional Manager for Aircraft Owners and Pilots Association (AOPA), opposing the landing fees.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Resolution No. 2024-154, as read by title only, for discussion purposes.

Commissioner Sargent discussed the airport's debt and inquired if the landing fees were presented to the Aviation Advisory Board; whereby, Mr. Rademacher stated it was not brought to the Aviation Advisory Board but would be discussed with them at their next scheduled meeting. Commissioner Sargent stated the advisory board should make a recommendation before the item was brought before the Commission.

Commissioner Sargent and Commissioner Briley withdrew their motion and second respectively for Resolution No. 2024-154.

Commissioner Sargent moved, seconded by Commissioner Persis, to table Items 10A and 10B until they were brought before the Aviation Advisory Board for review.

Commissioner Persis stated she had many questions and would like more time to learn about the issues.

Commissioner Tolland indicated she learned information during the comments and would need answers to questions she had.

Commissioner Sargent and Commissioner Tolland promoted citizens to apply online for the city's advisory boards.

Commissioner Briley agreed the Aviation Advisory Board needed to review the item and with Mr. Daly's comments regarding tax payer dollars not supporting the airport.

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

Item #10C – Opioid Abatement Advisory Board Appointments

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-159

A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO SERVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington explained he would like to continue his service through the end of his mayoral obligations.

Commissioner Briley nominated Commissioner Tolland for the alternate role; whereby, Commissioner Persis agreed.

Commissioner Tolland expressed support of serving as the alternate.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Resolution No. 2024-159, as read by title only, with Mayor Partington as the primary member and Commissioner Tolland as the alternate member.

Ms. Susan Dauderis, City Clerk, explained Volusia County indicated Mayor Partington could serve through October, a new primary member could be named to replace him when he leaves, and an alternate member could be named.

Mayor Partington stated he believed he could fill the role as primary member until his mayoral duties were completed, then the item could be brought back to the Commission to fill the vacancy of the primary member.

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

Item #10D – Intent to Award RFP 2024-29 Property, Liability and Workers' Compensation Insurance

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-160

A RESOLUTION ACCEPTING A PROPOSAL FROM FOUNDATION RISK PARTNERS PUBLIC ENTITY SERVICES, FOR THE PROVISION OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE

FOR VARIOUS LINES OF INSURANCE COVERAGE THROUGH VARIOUS INSURANCE CARRIERS; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Kelly McGuire, Finance Director, explained the item was regarding the two proposals received during the city's Request for Proposal (RFP), one from Brown & Brown Insurance Services, Inc. (Brown & Brown) and one from Foundation Risk Partners Public Entity Services (Foundation Risk Partners). She stated the prices from each proposal, noting neither included flood insurance information due to rates not being available at the time of the proposal openings. She stated there were four coverages that Foundation Risk Partners did not provide in their proposal and indicated they could assume existing coverages. She discussed the qualifications of the firms and underlying insurance trusts; all were highly qualified, noting both companies were considered equal in qualifications. She stated staff recommended Brown & Brown due to the lower price.

Commissioner Tolland and Commissioner Sargent abstained from the vote due to potential conflicts of interest.

Representative Leek explained he was speaking in his capacity as Chief Legal Officer of Foundation Risk Partners and discussed the company. He expressed concerns regarding the proposal from Brown & Brown not including the affidavit required by Section 287.138 of Florida Statutes. He stated by Statute the Brown & Brown proposal should be deemed unresponsive. He introduced other members of his team, including Ms. Jo Thacker, Mr. David Lodwick, and Mr. Alan Florez of Foundation Risk Partners.

Ms. Jo Thacker, 780 West Granada Boulevard, stated there was a whereas clause in the resolution stating a second alternative was neither authorized nor consistent with the RFP, and expressed concerns with the RFP conflicting the Code of Ordinances referenced within the resolution. She stated concerns with the Code of Ordinances not referencing if forms and affidavits could be submitted after the proposal was opened.

Mr. David Lodwick, 780 West Granada Boulevard, reviewed proposal "Option 2" that was provided to the Commission and reviewed the option in detail.

Mr. Alan Florez, 780 West Granada Boulevard, reiterated Representative Leeks statement regarding the affidavit and bid fairness. He reviewed the handout provided to the Commission and discussed the risk factors related to hurricanes.

Commissioner Briley expressed concerns regarding compliance; whereby, Mayor Partington believed everything complied now if accepted.

Ms. McGuire indicated everything was in compliance, noting the affidavit was included in the agenda packet.

Mayor Partington noticed the notary stamp and signature dates of expiration did not match in the packet and commented that could be a clerical error.

Commissioner Sargent inquired when the bids were due; whereby, Ms. McGuire stated June 9, 2024, but was extended a week due to additional questions. Commissioner Sargent inquired if policy documents were up to date within the packet, as there was a policy provided that had expired dates; whereby, Ms. McGuire assured the Commission the policy was within date and would renew in 2025. He expressed concerns regarding the storm policy limits.

Commissioner Tolland expressed support of the competitive bidding process, noting Brown & Brown's proposal was $300,000 less than the prior year.

Commissioner Briley expressed concerns regarding the shared policy limits.

Commissioner Persis inquired if Mr. Randy Hayes, City Attorney, had anything to add; whereby, Mr. Hayes stated what was presented was the recommendation from the Insurance Program Committee. He indicated historically and customarily during the presentation of the bids, it was allowed for the vendor to provide clarification or affidavits if needed. He noted the item was the Committee's best recommendation based on the RFP. He discussed what would need to happen if the Commission wished to proceed with Brown & Brown or if they chose to proceed with Foundation Risk Partners.

Mr. Steve Farmer, Brown & Brown Executive Vice President, reviewed his history with the city and Brown & Brown. He discussed the proposed insurance trusts and the shared policies. He discussed the proposal and improvement in the insurance market, his connections which helped to lower the rate, and noted the Insurance Program Committee recommended their proposal.

Commissioner Sargent reviewed prior prices of the city's insurance policies, increasing through the years.

Mayor Partington inquired about the compliance of the affidavit; whereby, Ms. McGuire stated the purchasing department addressed the issue of the affidavit to bring the bid into compliance. He asked what the Committee's thought was on the shared limit versus named storm limit; whereby, Ms. McGuire stated the city's RFP solicited proposals for the same coverage levels, and the Foundation Risk Partners alternate proposal was not consistent with the current insurance program, therefore the Committee only considered the primary Foundation Risk Partners proposal.

Mayor Partington stated the city only wanted the best for the residents. He reviewed other municipalities utilizing Foundation Risk Partners and questioned why the city would not consider proposals outside of the scope of service; whereby, Ms. McGuire stated the RFP called for a specific scope of service, which Foundation Risk Partners' alternate proposal did not match.

Commissioner Persis expressed concerns regarding the storm policy.

Commissioner Tolland stated needs change and inquired if the city could accept proposals outside of scope of service.

Ms. Shanahan stated the RFP was approved by the Commission before getting sent out to bid with the scope of service to maintain the same coverages.

Mayor Partington stated Foundation Risk Partners had the lowest cost with the alternate proposal.

Commissioner Tolland inquired about the affidavit being submitted late; whereby, Mr. Hayes stated it was a matter of interpretation, noting the Statutes required an affidavit and one was provided, noting past bids were accepted with the late submission of the affidavit. He explained it was up to the Commission to agree or disagree with the recommendation of the Insurance Program Committee. He reviewed the process of the Committee and what was needed from the Commission if they agreed or disagreed with the recommendation.

Mayor Partington inquired about the shared limit versus named storm limit; whereby, Mr. Lodwick stated it depended on the circumstances. Mr. Lodwick discussed issues with shared limit coverages and reviewed the named storm coverage with the dedicated limit.

Mr. Farmer stated the shared limit program was very transparent, noting it was reviewed every year and was never close to being exceeded.

Commissioner Tolland inquired how the shared limit versus dedicated limit effect the level of service during an event; whereby, Mr. Farmer indicated each insurance company handles events differently, noting during any event he was always there to assist the city.

Mr. Lodwick discussed the requirements and process of the dedicated limit coverage and assessments during events.

Mr. Farmer inquired if there were any issues with the current providers; whereby, Mr. Hayes stated there were no issues in coverage or level of service of the existing provider.

Commissioner Sargent inquired when the city last sent insurance out to bid; whereby, Mr. Farmer stated he participated in many bids for insurance with the city.

Ms. McGuire stated 2017 was the last time the Agent of Record for insurance went out to bid.

Commissioner Tolland inquired if there were only two bids every time; whereby, Ms. McGuire stated Brown & Brown was always responsive to the RFP's.

Mayor Partington expressed support of both companies, noting he's worked with both through the city and through the Florida League of Cities. He stated as the agreement was for a year he was comfortable going with the cheaper proposal from Foundation Risk Partners.

Commissioner Briley inquired if the proposal was cheaper by $40,000; whereby, Ms. McGuire stated that was correct but the four coverages not quoted would need to be assumed.

Commissioner Persis expressed support of the lower proposal.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Resolution No. 2024-160, as read by title only, for discussion purposes.

Mr. Hayes inquired on the Commissions stance of the affidavit; whereby, Mayor Partington stated he believed the bid to be deemed non-compliant due to the missing affidavit upon bid opening.

Mayor Partington stated the third whereas clause should be amended as well, since both companies were qualified and able, noting the disagreement was the shared limit versus the named storm limit. He discussed the Florida League of Cities insurance program.

Mr. Hayes requested a recess to amend the resolution in favor of Foundation Risk Partners and include the requested amendments.

Mayor Partington recessed the City Commission meeting at 10:11 p.m.

Mayor Partington reconvened the City Commission meeting at 10:38 p.m.

Mr. Hayes explained there was a revised resolution, noting the incorporated findings discussed.

Mr. Hayes read the change in the resolution title:

> A RESOLUTION ACCEPTING A PROPOSAL FROM FOUNDATION RISK PARTNERS PUBLIC ENTITY SERVICES, FOR THE PROVISION OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE FOR VARIOUS LINES OF INSURANCE COVERAGE…

Mr. Hayes reviewed the revised whereas clauses that changed from Resolution 2024-160.

Commissioner Briley and Commissioner Persis withdrew their motion and second, respectively.

Mr. Hayes requested a new Resolution number for the updated resolution; whereby, Ms. Dauderis stated Resolution number 2024-161 would be assigned.

Commissioner Briley moved, seconded by Commissioner Persis, to approve Resolution No. 2024-161, as amended to award the bid to Foundation Risk Partners.

Commissioner Sargent inquired if there was anything needed by the Commission regarding the policies that would be assumed by Foundation Risk Partners; whereby, Ms. McGuire stated the policies were included in the updated Resolution.

Commissioner Briley, Commissioner Persis, and Mayor Partington expressed support of both agencies.

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

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Tolland, Loretta (Lori) Richl	City of Ormond Beach Commission
MAILING ADDRESS: 5 Boadriver Rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Ormond Beach, COUNTY: FL 32174	NAME OF POLITICAL SUBDIVISION: Commissioner Zone one
DATE ON WHICH VOTE OCCURRED: Sept 18, 2024	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta (Lori) Tolland, hereby disclose that on Sept 18, 20 24:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

✓ inured to the special gain or loss of my relative, Christopher Tolland;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Resolution NO 2024-160 - Accepting a proposal from Brown & Brown Insurance Services -

My son works for a competing insurance broker.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Sept 18, 2024
Date Filed

Loretta R Tolland
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Sargent - Travis - Craig	Commission
MAILING ADDRESS: 406 N. Beach St.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Ormond Beach COUNTY: Volusia	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED: 09-18-24	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Travis Sargent, hereby disclose that on Sept. 18, 20 24:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

✓ inured to the special gain or loss of my business associate, Foundation Risk Partners;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/18/24
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Item #11 – Reports, Suggestions, Requests

Events, Updates, Congratulations, and Requests
Ms. Shanahan noted upcoming meetings and events.

Commissioner Sargent reviewed upcoming events and events he attended, including the 9/11 and Crime Stoppers events.

Commissioner Persis discussed upcoming events, events she attended, and thanked staff for their work with an issue that occurred.

Commissioner Briley reviewed events he attended.

Commissioner Tolland congratulated Ms. Rebostini and Representative Leek for their service. She discussed events she attended, upcoming events, and provided updates from Ormond Beach MainStreet. She requested an education push on social media regarding code enforcement regulations. She suggested a thin black trim to be used in the city landscaping with mulch to help contain it and prevent runoff into the streets.

Mayor Partington discussed the budget, highlighting the public safety items, and noted the city was the second lowest tax rate in Volusia County. He thanked those who participated in the 9/11 event.

Tomoka State Park
Commissioner Briley inquired if there was any interest by the Commission to write a letter from the Commission as a whole to the State regarding the proposed paving of Tomoka State Park; whereby, Mayor Partington and Commissioner Sargent stated they had no interest in sending a letter.

Commissioner Tolland stated she would support a letter requesting a more permanent permeable product due to flooding concerns.

Item #12 – Adjournment

The meeting was adjourned at 11:02 p.m.

APPROVED: October 2, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-162
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid award - 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. FDOT will be improving pedestrian safety, repaving the roadway, and providing additional drainage for State Road A1A with this project. 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. Plans and specifications for this project were presented to the City Commission on August 6, 2024. On September 4th, one bid was received from All State Civil Construction in the amount of $530,000.		
Financial Impact:	Subsequent to the approval of the City's budget, the City was notified by FDOT that they would commence construction during the Fiscal year 2024-2025. This project was not specifically included in the budget and will require an amendment in the amount of $530,000 from Fund 409 - Water and Wastewater Renewal & Replacement.		
Citizen Impact:	Successful completion of this work ensures there are no adverse impacts to the utility services and allows FDOT to maintain their project schedule. The new facilities will be outside the asphalt, further ensuring any future repairs do not impact the traveling public.		
Recommended Action (Staff,	Staff recommends award of the bid for the 2024 A1A Utility Relocation project, Bid Number 2024-38, to All State Civil Construction at the Total Base Bid amount of $530,000.		

Advisory Board and/or Other):	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-162 A1A Utility Relocation-All State (P24-0184G) 2. All State Civil Construction Bid 3. Bid Tabulation
Approval:	Kelly McGuire, Finance Director 9/20/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/20/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-162

A RESOLUTION ACCEPTING A BID FROM ALL STATE CIVIL CONSTRUCTION, INC. FOR CONSTRUCTION SERVICES REGARDING THE A1A UTILITY RELOCATION PROJECT, UNDER BID NO. 2024-38; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-38) regarding construction services for the A1A utility relocation 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 All State Civil Construction, Inc. with a bid in the amount of $530,000.00 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 will be appropriated to the Water and Wastewater Renewal & Replacement Fund (409) through a budget amendment and will not be 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 All State Civil Construction, Inc. to perform the Project at a total cost not to exceed $530,000.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with All State Civil Construction, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME All State Civil Construction Inc. LICENSE NO. CGC1525137 CUC1225777

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:

Date	Number
8-28-24	1

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

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

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

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

BID SCHEDULE

Item No.	DESCRIPTION	QTY	UNITS	COST
1	Relocate Fire Hydrant at STA 47+70	1	LS	16,000.00
2	Relocate 55LF of 8" WM at STA 90+15	1	LS	36,000.00
3	Relocate 55LF of 4" NPW at STA 91+40	1	LS	28,000.00
4	Relocate 55LF of 8" WM at STA 91+40	1	LS	37,000.00
5	Relocate 55LF of 8" WM at STA 92+20	1	LS	20,000.00
6	Relocate 55LF of 4" NPW at STA 92+80	1	LS	28,000.00
7	Relocate 55LF of 4" NPW at STA 93+50	1	LS	28,000.00
8	Relocate 55LF of 4" NPW at STA 94+40	1	LS	26,000.00
9	Relocate 55LF of 4" NPW at STA 95+60	1	LS	29,000.00
10	Relocate 60LF of 8" WM at STA 95+60	1	LS	40,000.00
11	Relocate 55LFof 8" WM & 4" Valve at STA 96+80	1	LS	37,000.00
12	Relocate 50LF of 6" WM at STA 108+10	1	LS	32,000.00
13	Relocate 50LF of 12" FM at STA 120+80	1	LS	60,000.00
14	Relocate 4" Water Valve at STA 150+97	1	LS	23,000.00
15	Relocate 10" FM Valve at STA 169+48	1	LS	45,000.00
16	Relocate 10" FM Valve at STA 169+49	1	LS	45,000.00

TOTAL BID $ 530,000.00
(Figures)

FIVE HUNDRED-THIRTY THOUSAND DOLLARS AND NO CENTS
(Words)

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

BIDDER agrees that the Work will be substantially completed within **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. NEED

   (b) Equipment, Material, and Subcontractors List Fru DOT

   (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 ✓

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

Mailing Address: 1301 Beville Rd Suite 16
Street Address: SAME
City, State, Zip Code: Daytona Beach, Fl. 32119
Email: cmehegan@allstatecivilconstructionfl.com
Telephone No.: 386-681-8105 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 September 4, 20 24.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By All State Civil Construction Inc.
(Corporation Name)

Florida
(State of Incorporation)

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

Chris Mehegan
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

ALL STATE CIVIL CONSTRUCTION INC CORPORATE SEAL FLORIDA 2020

(Corporate Seal)

Attest _____

Business address: 1301 Beville Rd Suite 16 Daytona Beach, Fl. 32119

Phone No.: 386-681-8105

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

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:

Item	Supplier
LINE STOP	T:R TAPPING
PVC & FITTINGS	FORTILINE

Subcontractors:

Work Classification: Survey

Name: Upham Inc.

Address: 265 Kenilworth Ave. Ormond Beach, Fl. 32174

Phone Number: 386-672-9515 Fax Number: _____

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Long Stop

Name: T & R Tapping

Address: 1694 Timocuan Way Longwood FL 32750

Phone Number: 407 339 3685 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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	655	L.F.	$2.00	$1310
2. Sheeting/Shoring	64	S.F.	$45.00	$2,880

Name (signature) 8/29/2024 Date

Chris Mehegan
Name (typed or printed)

President
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

8/29/2024

Name (signature) Date

Chris Mehegan

Name (typed or printed)

President

Title

BID (Cont'd.)
A1A Utility Relocation
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

All State Civil Construction inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Chris Mehegan
NAME (PRINT OR TYPE)

President
TITLE

8/29/2024
DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
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: 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: _____

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.

All State Civil Construction Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Chris Mehegan
NAME (PRINT OR TYPE)

President
TITLE

8/22/2024
DATE

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 President (Title) of All State Civil Construction, Inc. (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: August 29, 2024 Signed: _____

Title: President Print Name: Chris Mehegan

Entity: All State Civil Construction, Inc.

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 29 day of August, 2024, by Chris Mehegan and who:

☐Is personally known to me; or ☒has produced Florida Driver License as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date: Tatyana Hoke

My commission expires: HH 391760 Exp 05/07/2027

TATYANA HOKE
Notary Public - State of Florida
Commission # HH 391760
My Comm. Expires May 7, 2027

This page must be completed & notarized.

END OF BID

Addendum No. 1

August 28, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 BID 2024-38 A1A Utility Relocation

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

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

Question 1: Has FDOT permitting been completed?

Answer 1: Yes.

Question 2: Does the City have storage areas available nearby?

Answer 2: There may be a few small areas on beach-side, otherwise there is space available at our Public Works Facility on the mainland.

Question 3: Does the MOT need to done by an engineer?

Answer 3: Please follow the standard 600 series MOT in the plans.

Question 4: Will we be required to switch services?

Answer 4: No.

Due to the upcoming holiday the last day for questions has been adjusted. The cut-off for questions is now Thursday, August 29, 2024 at 4:30 PM.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2024-38 A1A Utility Relocation for the City of Ormond Beach.

City of Ormond Beach, Florida

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

All State Civil Construction Inc.
(*hereinafter called Principal*) and

The Gray Insurance Company
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State Louisiana of with its principal offices in the County of Jefferson Parish and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Attached Bid Dollars ($ 5%) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **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 4th day September, 2024.

All State Civil Construction Inc.
(Principal)

By: _____

ATTEST:

_____
(SEAL)
Seanna Maguire, Client Service Representative

The Gray Insurance Company
(Surety)

By: _____
Greg Angel, Attorney-in-Fact

END OF SECTION
00410 - 1

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** All State Civil Construction Inc.

Project: A1A Utility Relocation (Bid No. 2024- 38)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 4th day of September , 2024

I, Leigh Anne Henican. Secretary of The Gray Casualty & Surety Company., do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 4th day of September , 2024

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

BID OPENING TABULATION

A1A Utility Relocation

Bid No. 2024-38

September 4, 2024, 3:00 PM

Contractor	Addendum #1	Bid Bond	Bid
All State Civil Construction	y	y	$530,000.00
SEP 4 24 3:00PM			

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 Coordinator

Opened by: Alex Schumann
City Engineer

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-163
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Bid Award - Lime Sludge Hauling and Disposal Services		
Summary:	This agenda item is seeking to award the bid for lime sludge hauling and disposal services, Bid number 2025-05. The sludge hauling process is a necessary step in the treatment of raw water at the City's Water Treatment Plant (WTP), ensuring high quality drinking water is produced for Ormond Beach residents and utility customers. During the lime softening process, hard water components and other impurities present in the raw water coagulate together to form a sludge by-product; this sludge product settles to the bottom of the WTP's Claricone structures. Upon settling, the material is extracted, dewatered, placed into sludge lagoons, and finally hauled away for proper disposal at licensed facilities. On August 27th, bids for this project were opened, and 1 bid was received. The bid had a total price of $299,000 from EnviroWaste Services Group, Inc.		
Financial Impact:	Funding for these services is included in Fund 401 - Water/Wastewater Operating Fund.		
Citizen Impact:	Proper disposal of chemical residuals and waste products created at the WTP during the potable treatment process is essential for providing reliable drinking water for the City's utility customers.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the bid for the Lime Sludge Hauling and Disposal Services, bid number 2025-04, to EnviroWaste Services Group, Inc., at the contract amount of $299,000 per year. This contract		

	agreement will be in place for 2 years with the option of two additional 1-year renewals.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-163 EnviroWaste lime sludge removal (P24-0185G) 2. EnviroWaste Services (lime sludge removal P24-0185G) 3. BID 2025-04 Lime Sludge Hauling and Disposal Services v1 4. Bid 2025-04 Signed Bid Tab
Approval:	Kelly McGuire, Finance Director 9/19/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-163

A RESOLUTION ACCEPTING A BID FROM ENVIROWASTE SERVICES GROUP, INC. FOR LIME SLUDGE HAULING AND DISPOSAL SERVICES, UNDER BID NO. 2025-04; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2025-04) regarding lime sludge hauling and disposal services at the water treatment plant ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by EnviroWaste Services Group, Inc. for $74.75 per ton ($299,000.00 per year) is the lowest responsible and responsive bid (a copy of said bid is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the bid of EnviroWaste Services Group, Inc. at a cost not to exceed $598,000.00 for the initial two-year term plus two possible renewal periods of $299,000.00 per year for a total of $1,1960,000.00 over a four-year period, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Operating Fund (401) for the services and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The bid submitted by EnviroWaste Services Group, Inc. to provide lime sludge hauling and disposal services for the City is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement with EnviroWaste Services Group, Inc. for lime sludge hauling and disposal services at a cost not to exceed $598,000.00 for the initial two-year term (plus two possible annual renewals of $299,000.00 each) and to pay the cost thereof from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **EnviroWaste Services Group, Inc.** ("Contractor"), 18001 Old Cutler Road, Suite 643, Palmetto Bay, FL 33157, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid ("Lime Sludge Hauling and Disposal Services", #2025-04) dated August 6, 2024, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

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

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

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

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

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

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

City of Ormond Beach	**EnviroWaste Services Group, Inc.**
Joyce Shanahan, City Manager	Jim Long, CEO
(copy to City Attorney)	18001 Old Cutler Road, Suite 643
22 South Beach Street	Palmetto Bay, FL 33157
Ormond Beach, FL 32174	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

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

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

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

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

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

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

(f) **Policies of Insurance**

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

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

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

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

(b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

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

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

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

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

ENVIROWASTE SERVICES GROUP, INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **LIME SLUDGE HAULING AND DISPOSAL SERVICES**

BID NUMBER: **2025-04**

BID OPENING DATE & TIME: **August 27, 2024 at 3:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: EnviroWaste Services Group, Inc.

BIDDER'S MAILING ADDRESS: 18001 Old Cutler Road, Suite 643

CITY-STATE-ZIP: Palmetto Bay, FL 33157

F.E.I.N. 65-0829090

PHONE NUMBER: 877-637-9665

EMAIL: INFO@EWSG.com

If returning as a "No Bid", please state reason (s): n/a

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

X Jim Long
AUTHORIZED SIGNATURE (MANUAL)

Jim Long
NAME (TYPED)

CEO
TITLE

08/06/2024
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

RESPONSIBILITY DETERMINATION: 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.

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

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

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of two **(2) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL:

The City of Ormond Beach Public Works Department is seeking bids to remove, haul, and dispose of expended lime sludge from the storage basins located at the Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. The sludge in the basin is a waste product of the lime softening process, averaging <10% solids, and includes the centrifuge byproduct (centrate), the filter backwash clear well (filter waste), and the Claricone blowdowns. The Contractor will be responsible for providing all equipment, material, labor, and other services required for removing, without onsite dewatering, hauling and disposal per the Invitation To Bid. The Work shall be performed on a per unit basis as indicated on the Unit Price Bid Table.

PROJECT MANAGEMENT:

The City of Ormond Beach will have personnel on site during the lime sludge removal, but the Contractor shall be responsible for all hauling and lime sludge material disposal along with coordination with the City for removal operations.

PROJECT REQUIREMENTS:

The scope of work shall include the tasks generally described herein:

- Request for service will be initiated by the City via the Chief Water Treatment Plant Operator or designee. When vendor is contacted by the City to provide service, vendor will respond to request and provide service within five (5) business days of City initiating request for service, or otherwise as mutually agreed upon.
- City will pump, vacuum out or otherwise load expended lime sludge from the storage basins into an appropriate vessel (tanker truck assumed) provided by the Contractor. All pumps, hoses and any necessary ancillary equipment to load the supplied vessel shall be provided by City.
- Once loaded into the vessel, Contractor will then haul and ultimately dispose of expended lime sludge from the storage basins.
- Contractor will be completely and entirely responsible for disposal of expended lime sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

CONTRACT ASSIGNMENT:

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

ORDER AND TIME OF WORK:

It is the intent of the City to have a minimum volume of 50,000 gallons in a storage pond located at the Water Treatment Plant before initiating a service request for expended lime sludge removal. Upon receiving a request for service from the City, the Contractor shall then mobilize and initiate service within 2 business days of the request, or otherwise as mutually agreed upon.

It shall be the responsibility of the Contractor to obtain the necessary access information during a pre-bid site visit with the City of Ormond Beach, including but not limited to logistical site constraints and vehicular access points. The City will provide reasonable access to the Water Treatment Plant work site for the Contractor during normal business hours. Normal business hours for this contract is to be considered between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday. Unless otherwise agreed by both parties, no work shall be done at the Water Treatment Plant outside regular hours, or on Saturdays, Sundays and holidays. Working within the time frames specified above, the Contractor shall provide sufficient resources to remove a volume of 50,000 gallons of lime sludge in no more than 5 business days or otherwise as mutually agreed upon. For volumes in excess of 50,000 gallons, the Contractor shall be provided one additional day per each additional 10,000 gallons of lime sludge or otherwise as mutually agreed upon.

SAFETY:

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the work. The Contractor shall be responsible for all site safety and spill containment precautions. Any spillage, accidental or otherwise, which occurs on or off City site, will be the sole responsibility of the Contractor to address in accordance with applicable Federal, State, and local regulations.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. The quantity currently shown in this invitation is a yearly estimate only.

MEASUREMENT AND PAYMENT:

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required for mobilization/demobilization.

SITE SECURITY:

The Contractor shall comply with the Home Land Security Act and City of Ormond Beach's protocol for personnel identification, site access control, and contractor deliveries. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed and who shall ensure that requirements of this section are met. This individual may be the superintendent. All personnel associated with the work shall be required to wear an identification badge at all times while working at

the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times. Upon request, badges shall be shown to City of Ormond Beach staff or security officers. Persons without badges shall be required to immediately leave the site unless the City of Ormond Beach representative or the Contractor's site security monitor can verify that the person is required on site. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

Site Access Control: At the end of each workday, any gates, hatches, doors, windows, man ways, and exterior ladders, etc. shall be secured, closed, and locked. At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools materials, and flammable fluids.

Photo Control: Contractor shall not distribute any project photographs, images or video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project. Contractor shall obtain the written consent of City of Ormond Beach prior to distribution of photographs, images or video to outside or third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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.

EnviroWaste Services Group, Inc.
COMPANY NAME

x
AUTHORIZED SIGNATURE

Jim Long
NAME

CEO
TITLE

08/26/2024
DATE

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
08/20/2024	1

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: EnviroWaste Services Group, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: CUC1226273

ADDRESS: 18001 Old Cutler Road, Suite 643 Palmetto Bay, FL 33157

PHONE NO.: 877-637-9665 EMAIL: INFO@EWSG.com

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

TITLE: CEO

AUTHORIZED SIGNATURE: I, x Jim Long hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

Addendum No. 1

August 20, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04

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

The attached page 16R replaces page 16 of 27 in the Bid Manual. Please substitute page 16R for page 16 of 27 in your response. Contractor to write in unit prices for both wet ton and dry ton removal. Intent is to give City WTP Operators the option for dry or wet removal. The Total Bid Price to be the sum of items 1 and 2. "Wet" for the purposes of this bid is to be considered material not processed by the Centrifuge unit and is as it sits in the lagoon. "Dry" for the purposes of this bid is to be considered material that has been processed by the Centrifuge unit, with a final moisture content ranging between 5% and 12%.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04, for the City of Ormond Beach.

City of Ormond Beach, Florida

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Lime Sludge Removal, Hauling, and Disposal – Wet	1,700	Ton	$74.75	$127,075.00
2	Lime Sludge Removal, Hauling, and Disposal - Dry	2,300	Ton	$74.75	$171,925.00

TOTAL BID FOR CONTRACT $ 299,000.00

(Figures)

Two hundred ninety nine thousand dollars and 00/100.....

(Words)

Any contract awarded as a result of this BID will require vendor to submit detailed invoices verifying price in BID SCHEDULE is being invoiced.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

EnviroWaste Services Group, Inc.
COMPANY NAME

x Jim Long
AUTHORIZED SIGNATURE

Jim Long
NAME (PRINT OR TYPE)

CEO
TITLE

08/26/2024
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

EnviroWaste Services Group, Inc.
COMPANY NAME

X Jim Long
AUTHORIZED SIGNATURE

Jim Long, CEO
NAME (PRINT OR TYPE)

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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 CEO (Title) of EnviroWaste Services Group, Inc. (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: August, 20 24 Signed: X Jim Long

Entity: EnviroWaste Services Group, Inc. Name: Jim Long

Title: CEO

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 26th day of August, 20 24, by Jim Long, CEO and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

John F. Rinehart - HH361297 X

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

JOHN F. RINEHART
Notary Public
State of Florida
Comm# HH361297
Expires 6/2/2027

My commission expires: 6/2/2024

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name: EnviroWaste Services Group, Inc. is NOT a Local Vendor

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: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

State Certified License attached as Exhibit A

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

SAMPLE Certificate of Insurance attached as Exhibit B

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

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

1. **Hold Harmless and Indemnity**

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

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. **Payment on Behalf of City**

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

3. **Loss Control/Safety**

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

4. **Service Bond**

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

C. Contractor's Insurance

1. **General**

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

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

E. Policies of Insurance

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1226273 ISSUED: 08/12/2024
CERT UNDERGROUND & EXCAV CNTR
POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1226273 **EXPIRATION DATE: AUGUST 31, 2026**

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

POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.
18001 OLD CUTLER ROAD SUITE 643
PALMETTO BAY FL 33157

ISSUED: 08/12/2024

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.

Client#: 1840410 ENVIRSER19

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2024

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

PRODUCER
USI Insurance Services, LLC/CL
201 Alhambra Circle, Suite 900
Coral Gables, FL 33134-5108
305 669-6000

CONTACT NAME: Laura or Yomie
PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): 305-669-6030
E-MAIL ADDRESS: laura.wilkeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Federal Insurance Company	20281
INSURER C : Aspen American Insurance Company	43460
INSURER D : Nautilus Insurance Company	17370
INSURER E : Colony Insurance Company	39993
INSURER F : AXIS Surplus Insurance Company	26620

INSURED
Envirowaste Services Group, Inc
18001 Old Cutler Road, Ste 643
Miami, FL 33157

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X BI/PD Ded:$50,000						MED EXP (Any one person)	$25,000
	X ContractorsPollution						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Pollution	$Included
B	AUTOMOBILE LIABILITY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	54326743	07/31/2024	07/31/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

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

Information Purposes

CERTIFICATE HOLDER

Proof of Insurance
XXXXXXXXXX XXXXXXXXXX

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **LIME SLUDGE HAULING AND DISPOSAL SERVICES**

BID NUMBER: **2025-04**

BID OPENING DATE & TIME: **August 27, 2024 at 3:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: EnviroWaste Services Group, Inc.

BIDDER'S MAILING ADDRESS: 18001 Old Cutler Road, Suite 643

CITY-STATE-ZIP: Palmetto Bay, FL 33157

F.E.I.N. 65-0829090

PHONE NUMBER: 877-637-9665

EMAIL: INFO@EWSG.com

If returning as a "No Bid", please state reason (s): n/a

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

X Jim Long
AUTHORIZED SIGNATURE (MANUAL)

Jim Long
NAME (TYPED)

CEO
TITLE

08/06/2024
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

RESPONSIBILITY DETERMINATION: 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.

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of

Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

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

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of two **(2) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL:

The City of Ormond Beach Public Works Department is seeking bids to remove, haul, and dispose of expended lime sludge from the storage basins located at the Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. The sludge in the basin is a waste product of the lime softening process, averaging <10% solids, and includes the centrifuge byproduct (centrate), the filter backwash clear well (filter waste), and the Claricone blowdowns. The Contractor will be responsible for providing all equipment, material, labor, and other services required for removing, without onsite dewatering, hauling and disposal per the Invitation To Bid. The Work shall be performed on a per unit basis as indicated on the Unit Price Bid Table.

PROJECT MANAGEMENT:

The City of Ormond Beach will have personnel on site during the lime sludge removal, but the Contractor shall be responsible for all hauling and lime sludge material disposal along with coordination with the City for removal operations.

PROJECT REQUIREMENTS:

The scope of work shall include the tasks generally described herein:

- Request for service will be initiated by the City via the Chief Water Treatment Plant Operator or designee. When vendor is contacted by the City to provide service, vendor will respond to request and provide service within five (5) business days of City initiating request for service, or otherwise as mutually agreed upon.
- City will pump, vacuum out or otherwise load expended lime sludge from the storage basins into an appropriate vessel (tanker truck assumed) provided by the Contractor. All pumps, hoses and any necessary ancillary equipment to load the supplied vessel shall be provided by City.
- Once loaded into the vessel, Contractor will then haul and ultimately dispose of expended lime sludge from the storage basins.
- Contractor will be completely and entirely responsible for disposal of expended lime sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

CONTRACT ASSIGNMENT:

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

ORDER AND TIME OF WORK:

It is the intent of the City to have a minimum volume of 50,000 gallons in a storage pond located at the Water Treatment Plant before initiating a service request for expended lime sludge removal. Upon receiving a request for service from the City, the Contractor shall then mobilize and initiate service within 2 business days of the request, or otherwise as mutually agreed upon.

It shall be the responsibility of the Contractor to obtain the necessary access information during a pre-bid site visit with the City of Ormond Beach, including but not limited to logistical site constraints and vehicular access points. The City will provide reasonable access to the Water Treatment Plant work site for the Contractor during normal business hours. Normal business hours for this contract is to be considered between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday. Unless otherwise agreed by both parties, no work shall be done at the Water Treatment Plant outside regular hours, or on Saturdays, Sundays and holidays. Working within the time frames specified above, the Contractor shall provide sufficient resources to remove a volume of 50,000 gallons of lime sludge in no more than 5 business days or otherwise as mutually agreed upon. For volumes in excess of 50,000 gallons, the Contractor shall be provided one additional day per each additional 10,000 gallons of lime sludge or otherwise as mutually agreed upon.

SAFETY:

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the work. The Contractor shall be responsible for all site safety and spill containment precautions. Any spillage, accidental or otherwise, which occurs on or off City site, will be the sole responsibility of the Contractor to address in accordance with applicable Federal, State, and local regulations.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities. The quantity currently shown in this invitation is a yearly estimate only.

MEASUREMENT AND PAYMENT:

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required for mobilization/demobilization.

SITE SECURITY:

The Contractor shall comply with the Home Land Security Act and City of Ormond Beach's protocol for personnel identification, site access control, and contractor deliveries. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed and who shall ensure that requirements of this section are met. This individual may be the superintendent. All personnel associated with the work shall be required to wear an identification badge at all times while working at

the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times. Upon request, badges shall be shown to City of Ormond Beach staff or security officers. Persons without badges shall be required to immediately leave the site unless the City of Ormond Beach representative or the Contractor's site security monitor can verify that the person is required on site. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

Site Access Control: At the end of each workday, any gates, hatches, doors, windows, man ways, and exterior ladders, etc. shall be secured, closed, and locked. At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools materials, and flammable fluids.

Photo Control: Contractor shall not distribute any project photographs, images or video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project. Contractor shall obtain the written consent of City of Ormond Beach prior to distribution of photographs, images or video to outside or third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

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.

EnviroWaste Services Group, Inc.
COMPANY NAME

x
AUTHORIZED SIGNATURE

Jim Long
NAME

CEO
TITLE

08/26/2024
DATE

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
08/20/2024	1

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: EnviroWaste Services Group, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: CUC1226273

ADDRESS: 18001 Old Cutler Road, Suite 643 Palmetto Bay, FL 33157

PHONE NO.: 877-637-9665 EMAIL: INFO@EWSG.com

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

TITLE: CEO

AUTHORIZED SIGNATURE: I, x Jim Long hereby
(Original Signature)
declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

August 20, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04

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

The attached page 16R replaces page 16 of 27 in the Bid Manual. Please substitute page 16R for page 16 of 27 in your response. Contractor to write in unit prices for both wet ton and dry ton removal. Intent is to give City WTP Operators the option for dry or wet removal. The Total Bid Price to be the sum of items 1 and 2. "Wet" for the purposes of this bid is to be considered material not processed by the Centrifuge unit and is as it sits in the lagoon. "Dry" for the purposes of this bid is to be considered material that has been processed by the Centrifuge unit, with a final moisture content ranging between 5% and 12%.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – LIME SLUDGE HAULING AND DISPOSAL SERVICES, BID 2025-04, for the City of Ormond Beach.

City of Ormond Beach, Florida

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Lime Sludge Removal, Hauling, and Disposal – Wet	1,700	Ton	$74.75	$127,075.00
2	Lime Sludge Removal, Hauling, and Disposal - Dry	2,300	Ton	$74.75	$171,925.00

TOTAL BID FOR CONTRACT **$** 299,000.00

(Figures)

Two hundred ninety nine thousand dollars and 00/100.....

(Words)

Any contract awarded as a result of this BID will require vendor to submit detailed invoices verifying price in BID SCHEDULE is being invoiced.

City of Ormond Beach

LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid No. 2025-04

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

EnviroWaste Services Group, Inc.
COMPANY NAME

X Jim Long
AUTHORIZED SIGNATURE

Jim Long
NAME (PRINT OR TYPE)

CEO
TITLE

08/26/2024
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

EnviroWaste Services Group, Inc.
COMPANY NAME

X Jim Long
AUTHORIZED SIGNATURE

Jim Long, CEO
NAME (PRINT OR TYPE)

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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 CEO (Title) of EnviroWaste Services Group, Inc. (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: August, 20 24 Signed: x Jim Long

Entity: EnviroWaste Services Group, Inc. Name: Jim Long

Title: CEO

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☑online notarization, this 26th day of August, 20 24, by Jim Long, CEO and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

John F. Rinehart - HH361297 x

Notary Public, State of Florida at Large:

Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

JOHN F. RINEHART
Notary Public
State of Florida
Comm# HH361297
Expires 6/2/2027

My commission expires: 6/2/2024

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name: EnviroWaste Services Group, Inc. is NOT a Local Vendor

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

State Certified License attached as Exhibit A

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

SAMPLE Certificate of Insurance attached as Exhibit B

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability

coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual

aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

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

E. Policies of Insurance

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1226273 ISSUED: 08/12/2024
CERT UNDERGROUND & EXCAV CNTR
POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1226273 **EXPIRATION DATE: AUGUST 31, 2026**

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

POLANCO, JOSE EUGENIO
ENVIROWASTE SERVICES GROUP, INC.
18001 OLD CUTLER ROAD SUITE 643
PALMETTO BAY FL 33157

ISSUED: 08/12/2024

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.

Client#: 1840410 ENVIRSER19

Exhibit B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2024

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

PRODUCER
USI Insurance Services, LLC/CL
201 Alhambra Circle, Suite 900
Coral Gables, FL 33134-5108
305 669-6000

CONTACT NAME: Laura or Yomie
PHONE (A/C, No, Ext): 305 669-6000 **FAX (A/C, No):** 305-669-6030
E-MAIL ADDRESS: laura.wilkeson@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Federal Insurance Company	20281
INSURER C : Aspen American Insurance Company	43460
INSURER D : Nautilus Insurance Company	17370
INSURER E : Colony Insurance Company	39993
INSURER F : AXIS Surplus Insurance Company	26620

INSURED
Envirowaste Services Group, Inc
18001 Old Cutler Road, Ste 643
Miami, FL 33157

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X BI/PD Ded:$50,000						MED EXP (Any one person)	$25,000
	X ContractorsPollution						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Pollution	$Included
B	AUTOMOBILE LIABILITY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE	$15,000,000
D	X EXCESS LIAB CLAIMS-MADE	X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE	$15,000,000
E	DED RETENTION $	X	X	EXO4267440	07/31/2024	07/31/2025		$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	54326743	07/31/2024	07/31/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented	
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included	

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

Information Purposes

CERTIFICATE HOLDER

Proof of Insurance
XXXXXXXXXX XXXXXXXXXX

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

State of Florida
Department of State

I certify from the records of this office that ENVIROWASTE SERVICES GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 1998.

The document number of this corporation is P98000014467.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 23, 2024, 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-third day of January, 2024

Secretary of State

Tracking Number: 2456636649CU

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

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Envirowaste Services Group,Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

18001 Old Cutler Road, Suite 643

6 City, state, and ZIP code

Palmetto Bay, FL 33157

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	8	2	9	0	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 02/22/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ENVIRO WASTE SERVICES GROUP

City of Ormond Beach
LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid Number: 2025-04
Due: August 27, 2024 at 3:00 PM

EnviroWaste Services Group, Inc.
Recent References only

No.	Company Name	Duration	Address	Contact Person	Position	Phone	email	Work performed	Contracted Amount	Contract No.	Owner Project Name
1	Charlotte, City of	Jan 2022 on-going	5100 Brookshire Boulevard, Charlotte, NC 28216	Eric Jones	CCTV Planner/Scheduler	704-572-6166	Eric.A.Jones@charlottenc.gov	Cleaning and CCTV	$1,000,000	FY-22-RYP-15	Cleaning and CCTV of Sewer mains
2	Horsepower Site Services	April 2020 on-going	9815 David Taylor Drive, Suite 125, Charlotte, NC 28262	Walter Barbee	General Manager	980-333-7005 x1517	Walter.Barbee@horsepowerss.com	Cleaning and CCTV	$1,500,000		Cleaning and CCTV of Storm and Sewer Mains and Laterals, Sectional Point Repairs
3	Metro Connect	July 2022 on-going	120 Augusta Arbor Way, Greenville, SC 29605	Aaron Stephens	O&M Director	864-277-4442 x 242	www.metroconnects.org	Cleaning and CCTV	$2,500,000	2022-1435	Cleaning and CCTV of sewer mains
4	Hillsborough County		9811 Sheldon Road, Tampa, Fl 33635	Juan Castillo	Project Manager	813-373-1754	Castillo, Juan <CastilloJ@HillsboroughCounty.ORG>	Hillsborough storm Cleaning	$558,490		Hillsborough storm Cleaning
5	Hillsborough County	May 2020 to Apr 2025	601 E Kennedy Blvd., Tampa, FL 33601	Michelle Maitlen	Project Manager	813-663-3229	MaitlenM@hillsboroughcounty.org	Hauling and pumping	$6,635,000	ITB-19486	Routine Wastewater Removal Services - Pump Truck-
6	Hillsborough County	May 2020 to Apr 2025	520 Teco Road, Ruskin, FL 33570	Alfonso Higareda		813-539-5782	higaredaa@hillsboroughcounty.org		$6,125,000		
7	Hillsborough County	to Fed 2022	9811 Sheldon Road, Tampa, Fl 33635	Suresh Maharaj	Project Manager	813-853-6363	MaharajS@HillsboroughCounty.Org	Clean & CCTV, lift station cleaning	$1,947,645		Hillsborough County 1989 Sanitary Sewer and Lift Station Maintenance
8	JEA	Oct 2021 to on-going	21 W. Church Street, CC-6, Jacksonville, FL 32202	Bryan Spel		904-564-0466	spelbc@jea.com		$1,200,000		Sewer Main Cleaning and CCTV Inspections
9	Manatee County	Nov 2013 to ____	1112 Manatee Ave West, Bradenton, FL 34205	Bonnie Sietman		914-749-3046		Tank cleaning	$100,000		
10	Pasco County	Jan 2023 to Nov 2025	14220 Hays Road, Spring Hill, FL 34610	Jeannie Burda		727-856-5779	jburda@pascocountyfl.net	Tank cleaning	$732,329		Shady Hills WWTF
11	Pasco County	June 2011 to _____	9518 Crabtree Lane, Port Richey, FL 34668	Ed Gribble		727-834-3358	Egribble@pascocountyfl.net	Tank cleaning	$150,000		
12	Polk County	June 2022 to April 2025	330 West Church Street, Bartow, FL 33830	Terry Marvin	`	863-344-2596	TerryMarvin@polk-county.net		$1,000,000	022-049	Routine Wastewater Removal Services - Pump Truck-
13	Sarasota, City of	June 2021 to June 2022	1565 First Street, Sarasota, FL 34236	Ronald Shaffalo		941-254-3222	rshaffalo@scgov.net		$189,824		City -Wide Sanitary Sewer Cleaning & Inspection
14	DeKalb County	Oct 2019 to Oct 2021	4572 Memorial Drive, Decatur, GA 30032	Julio Trinidad	Manager	678-237-3812	jtrinidad@dekalbcountyga.gov		$4,200,000		
15	Broward County Utilities	2021 to 2026	2555 W. Copans Road, Pompano Beach, FL 33069	Carlos Garcia	Project Manager	954-831-0728	CGarcia@broward.org	SS Clean & TV	$1.3M	OPN2121531B1	Gravity Sewer Maintenance Program
16	Hollywood, City of	Aug 2020 to Aug 2025	1621 N 14th Avenue, Hollywood, FL 33022-9045	Giselle Hipolito	Project Manager	954-924-2985	ghipolito@hollywoodfl.org	SS cctv and repairs	$1,144,968	Project #20-7106	GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND RENEWAL AND REPLACEMENT (INFLOW/INFILTRATION- I/I) EXCAVATED POINT REPAIRS
17	Hollywood, City of	September 2023 - current (exp. 2026)	1621 N 14th Avenue, Hollywood, FL 33022-9045	Roger Bezerra	Project Manager	754-314-0199	Rbezerra@HollywoodFL.org	I&I / Excavations	$1,500,000	7106A	Inflow/Infiltration (I/I) Program - Excavated Point Repairs
18	North Miami, City of	Feb 2020 to Feb 2023	776 NE 125 Street, North Miami, FL 33161	Agustin Fleur	Project Manager	305-895-9838 x15001	afleur-Aime@northmiamifl.gov	SS Rehab, Pt Repairs and MH Rehab	$888,250	IFB No. 38-18-19	City-Wide Rehabilitation of the Sanitary Sewer System (Group A&B)
19	Bal Harbour Village	Jan 2019 to Dec 2024	1840 N.E. 144 St North Miami, FL	Michael Alvarez	Compliance Officer	786-566-3462	Malvarez@balharbourfl.gov	ST & SS cctv and repairs	Unit price as-needed	RFP No. 2018-04	Utility System Vacuum Truck Cleaning, Grease Removal and Video Inspection Services
20	Broward County Utilities	September 2021 to September 2026	2555 W. Copans Road, Pompano Beach, FL 33069	Nestor Berrios	Project Manager	954-831-0728	nberrios@broward.org	SS Clean & TV	1.3M	OPN2118843B1	Gravity Sewer Maintenance Repairs
21	Cutler Bay, Town of	December 2014 to September 2024	10720 Caribbean Blvd Miami, FL 33189	Alfredo Quintero	P.W. Director	305-878-8601	aquintero@cutlerbay-fl.gov	ST cleaning	$300k	Piggyback	Stormwater Maintenance
22	Doral, City of	March 2016 to September 2023	8401 NW 53 Terr Doral, Fl. 33166	Carlos Arroyo	P.W. Director	786 367 5083	carlos.arroyo@cityofdoral.com	Storm Sewer catch basin cleaning	$600k	RFP #2013-32	Catch Basin Maintenance Program
23	Miami Beach, City of	January 2022 to January 2027	1700 Convention Center Drive Miami Beach, Fl. 33139	Patricia L Rendon, PE	Project Manager	786-547-2311	PatriciaRendon@miamibeachfl.gov	SS cleaning, repairs, MH Coating	$1 M	Contract No. 20-191-03	Manhole, Structures, and Cure-In-Place Rehabilitation and Inspection Services
24	Miami Beach, City of	Jan 2021 to Aug 2021	1700 Convention Center Drive Miami Beach, Fl. 33139	Karen Barrios	Project Manager	305-673-7080	KarenBarrios@miamibeachfl.gov	Smoke Testing	$500,000	ITB-21-012	
25	Miami, City of	July 2018 to November 2024	444 SW 2 Ave Miami, 8th Floor, FL 33130	Elyrosa Estevez	Project Manager	305-416-1295	Eestevez@miamigov.com	ST cleaning	$1.2 M	IFB 827381	City Wide Storm Sewer Cleaning Services
26	Miami, City of	July 2018 to June 2023	444 SW 2 Ave Miami, 8th Floor, FL 33130	Elyrosa Estevez	Project Manager	305-416-1295	Eestevez@miamigov.com	ST cleaning	$800,000./yr	Contract No 827381 RESO 18-0370	City Wide Storm Sewer Cleaning Services
27	Miami, City of	Dec 2005 to _____	444 SW 2 Ave Miami, 8th Floor, FL 33130	Elyrosa Estevez		305-416-1295		ST cleaning			Storm Drain Cleaning Services
28	Ross Engineering	June to Nov, 2021, 2022, 2023	3325 S University Drive, Suite 111, Davie, FL 33328	Melissa Ross, MSCE	Principal	786-468-8304	mross@rossengineers.com	Smoke Testing Private work	45K		Smoke Testing
29	St Petersburg, City of	Oct 2022 to on-going	P.O. Box 2842, St Petersburg, FL 33731	John Stanton		727-460-3049	John.Stanton@stpete.org		$1,027,651		Gravity Pipe Cleaning and CCTV Inspections
30	Village of Palmetto Bay	March 2021 to March 2024	9495 SW 180 St Palmetto Bay, Fl. 33157	Dionisio Torres	P.W. Director	305 969 5086	Dtorres@palmettobay-fl.gov	ST cleaning	$150K	ITB# 2013-32	Catch Basin Maintenance Program, piggybacked from City of Doral

ENVIRO WASTE SERVICES GROUP

City of Ormond Beach
LIME SLUDGE HAULING AND DISPOSAL SERVICES
Bid Number: 2025-04
Due: August 27, 2024 at 3:00 PM

EnviroWaste Services Group, Inc.
Recent References only

No.	Company Name	Duration	Address	Contact Person	Position	Phone	email	Work performed	Contracted Amount	Contract No.	Owner Project Name
31	West Miami, City of	April 2023 to May 2023	901 SW 62 Avenue, West Miami, FL 33144	Ralph Montes De Oca	Director of PW	305-266-4214	Ralphmontesdeoca@cityofwestmiami.org	Smoke Testing	40K		Piggy Back off of
32	Davie, Town of	June 2021 to Jul 2025	8800 SW 36 Street, Town of Davie, FL 33328	Natasha Alexander		954-797-1000	nalexander@davie-fl.gov	Storm Cleaning	$300K	ITB-RM-20-20	Stormwater Maintenance
33	Ft Lauderdale, City of	Oct 2021 to Oct 2025	100 N Andrews Ave, Ft Lauderdale, FL 33157	Elkin Diaz	Project Manager	954-828-8000	ediaz@Ft Lauderdale.gov	Storm Cleaning	$150K	ITB 12520-813	Stormwater Infrastructure Cleaning and Maintenance Services
34	Lauderhill, City of	Oct 2022 to Sept 2027	5581 W Oakland Park Blvd, Oakland Park, FL 33313	Yolanda Williams	Project Manager	954-739-0100	ywilliams@Lauderhill-FL.Gov	SS & Storm Cleaning	Unit price as-needed	RFP 2021-005	Pumping Services (Scheduled/Unscheduled)
35	Sunrise, City of	Oct 2022 to Sept 2023	10770 W Oakland Park Blvd, Oakland Park, FL 33313	Tim Koabel	Project Manager	954-888-6081	tkoabel@sunrisefl.gov	Lift Station Cleaning	$100K	20-24-03-VH	Vacuum Truck Services
36	Sunrise, City of	Oct 2022 to Sept 2023	10770 W Oakland Park Blvd, Oakland Park, FL 33313	Tim Koabel	Project Manager	954-888-6081	tkoabel@sunrisefl.gov	Lift Station Cleaning	$150,000	20-24-03-VH	Pump Station Material & Grease Removal and Disposal Services
37	Sunrise, City of	Nov 2021 to Nov 2027	10770 W Oakland Park Blvd, Oakland Park, FL 33313	Tim Koabel	Project Manager	954-888-6088	tkoabel@sunrisefl.gov	SS Rehab, Pt Repairs and MH Rehab	$675,000	21-12-01-MS	Sewer Rehabilitation/Maintenance and Infiltration/Inflow Reduction Program
38	Orange County	Dec 2019 to Oct 2022	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	michael.baker@ocfl.net	Cleaning, CCTV, Cement based Grout Joints	$4,967,233	Y22-102B	Term Contract for Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services
39	Orange County	Oct 2016 to Dec 2019	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	michael.baker@ocfl.net	Cleaning, CCTV, Cement based Grout Joints	$4,200,000	Y17-100	Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services
40	Orange County	Oct 2013 to Oct 2016	400 S John Young Parkway, Orlando, FL 32839	Michael Baker	Project Manager	407-836-7853	michael.baker@ocfl.net	Cleaning, CCTV, Cement based Grout Joints	$3,429,000	Y13-1083	Stormwater Pipe Video Inspection, Cleaning, Sealing and Related Services
41	Orange County	July 2018 to July 2023	8100 Presidents Drive, Orlando, FL 32809	Dustin Putney-Hoke	Supervisor	407-836-6822	dustin.Putney@ocfl.net	SS Emergency hauling	$425K	Y18-1045A	Sewage Hauling
42	Orange County	Oct 2022 to Oct 2024	8100 Presidents Drive, Orlando, FL 32809	Michael Baker	Supervisor	407-836-6822	michael.baker@ocfl.net	ST & SS cctv and repairs	$2,496,522	Y22-1055-CR	STORMWATER PIPE VIDEO INSPECTION, CLEANING, SEALING AND RELATED SERVICES

ENVIRO
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Outsmart Your Underground.

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Envirowaste Let's Do This the Smart Way.

Envirowaste gives you a smarter way to handle everything from flooded streets and undermined roads ... to industrial cleaning and compliance deadlines.

START SOONER

You haven't got time to wait, so we've got enough people and equipment on hand to make sure you don't have to.

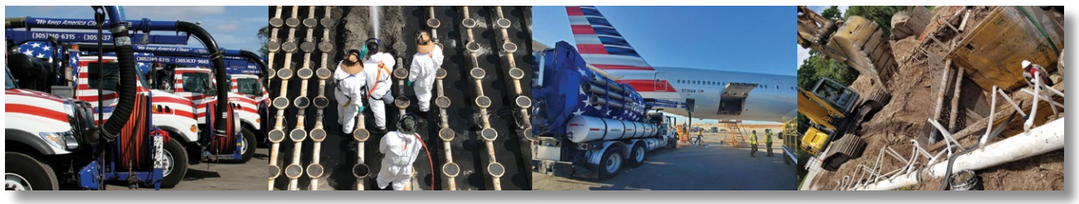
WORK SMARTER

By taking a "think-first" approach to everything we do, we find ways to reduce costs, speed completion, avoid pitfalls and deliver results that others aren't seeing.

FINISH STRONGER

The job's not done until all of its done. We never leave a job unfinished.

From regular maintenance to comprehensive rehabilitation, Envirowaste provides the full range of field services, personnel and expertise to meet our clients' needs in storm and wastewater system integrity and compliance.



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100 Heavy Trucks

45 Crews

0 Projects We Can't Handle

Envirowaste. No babysitting required. Our services include...

Maintenance

- Sewer/Storm System Cleaning
- CCTV/Video Inspection
- Inflow & Infiltration Studies
- Smoke Testing

Rehabilitation

- Trenchless & Open Cut Point Repair
- Manhole Rehab & Replacement
- CIPP Lining
- Pipe Bursting
- Slip Lining
- Hydroexcavation
- Soil Stabilization

Heavy/Industrial Cleaning

- WWTP Cleaning
- Industrial Tanks & Silos
- Media Removal & Replacement
- Pond Cleaning
- Sediment Removal

Emergency Response

- Sewer System Failures
- Emergency Bypass
- Hurricane & Disaster Recovery
- Industrial Spills

Drain Cleaning | Pipe Bursting | Manhole Inspections and Rehabilitation | Sectional Point Repair

ENVIRO
WASTE SERVICES GROUP

When the Going Gets Tough, the Tough Start Vacuuming.

We know accidents and natural disasters happen, that's why we are available around-the-clock for emergency clean up, repair and rehabilitation projects.

ENVIROWASTE IS AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK, TO RESPOND TO EMERGENCY REQUESTS.

Envirowaste. Doing It the Smart Way since 1998.

Envirowaste maintains more than 100 active contracts with municipalities throughout the southeastern United States, as well as FDOT and NCDOT. We are also pleased to count multiple Fortune 500 Companies among our clients.

The Envirowaste Difference.

Extraordinary Resources, Technical Expertise, Proven Track Record
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BID OPENING TABULATION

LIME SLUDGE HAULING AND DISPOSAL SERVICES

Bid Number: 2025-04
Date & Time: August 27, 2024 at 3:00pm

Contractor	Add 1	Total Bid
Enviro Waste Services Group	**Yes**	$299,000.00

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

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Mike Stephenson
Utilities Engineer

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-164
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization - Halifax River Utility Crossing Design Services		
Summary:	This is a request to award a Work Authorization to McKim & Creed, Inc. for design services pertaining to the Halifax River Utility Crossings. The existing wastewater collection transmission system currently utilizes two Halifax River force main crossings. One of these crossings, approximately located along Granada Boulevard, was installed in 1981, according to City records. Given a typical life span of 50 years for utility pipelines, this transmission line is nearing the end of its intended service life. Due to the overall importance of this pipeline, staff is preparing for the scheduled replacement of this force main prior to the obsolescence of this transmission main. The City also needs to install a new reclaimed water main river crossing to aid in the utility department's ability to meet Senate Bill 64. Currently, there is one reclaimed water main that crosses the Halifax River from the mainland to the beachside. Establishing this new connection will reduce the overall pressure drop experienced by the system on the beachside during the scheduled watering days. The proposed crossing would improve staff's ability to meet the needs of the City's existing customers while allowing for potential expansion of the reclaimed system beachside to new customers. Designing and constructing both of these utility crossings in the same project will reduce the overall design and construction costs for establishing these improvements. Staff has negotiated a scope of work with one of the City's continuing contract engineering consultants, McKim & Creed. This work to include the design of a new force main crossing and a new reclaimed main crossing as one project. Once the design efforts for this project have been completed, staff anticipate submitting this project to the St. Johns		

	River Water Management District (SJRWMD) with the intention of obtaining grant funding to assist in the construction of the reclaimed water main component. On May 21, 2024, the City Commission approved Resolution No. 2024-82, which authorized the execution of continuing contracts with professional engineering firms. McKim & Creed has extensive experience with the City's utility systems, which allows them to provide well-suited, economical services for this utility crossing design project.
Financial Impact:	This project is included in Fiscal Year 2024-25 budget of Fund 409 - Water and Wastewater Capital Improvements in the amount of $480,000 for design services.
Citizen Impact:	Scheduling priority-based replacement projects for the City's utility infrastructure provides for reliable operation of the reclaimed and wastewater systems.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the work authorization for engineering design services related to the Halifax River Utility Crossing project to McKim & Creed, Inc. for the not-to-exceed amount of $438,614.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-164 Halifax River Utility Cross-McKim (P24-0150G) 2. McKim & Creed Work Authorization
Approval:	Kelly McGuire, Finance Director 9/20/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/20/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-164

A RESOLUTION ACCEPTING A PROPOSAL FROM McKIM & CREED, INC. TO PROVIDE DESIGN SERVICES REGARDING THE HALIFAX RIVER UTILITY CROSSING PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from McKim & Creed, Inc., an engineering firm under continuing contract with the City, to provide design services regarding the Halifax River utility crossing project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by McKim & Creed, Inc. to provide engineering design services for the aforedescribed project at a cost not to exceed $438,614.00 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 will be appropriated to the credit of the Water and Wastewater Fund (409) through a budget amendment and will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by McKim & Creed, Inc. to provide engineering design services regarding the Halifax River utility crossing project at a cost not to exceed $438,614.00 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 McKim & Creed, Inc. to provide engineering design services for the Project at the said price, and to pay the cost therefor from the Water and Wastewater Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and McKim & Creed, Inc. the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Halifax River Force Main & Reclaimed Water Main Crossing - Design

Project Description: Engineering services for the design of a new subaqueous force main and reclaimed water main to be constructed under the Halifax River south of the Granada bridge. Services will include topographic and hydrographic surveys, acquisition of a sovereign submerged land easement, as well as permitting and bidding services, all as detailed in the attached scope of services and fee schedule.

Estimated Project Construction Cost: $5,680,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management & Kickoff	Actual Cost	$23,653.00
Preliminary Design Services	Actual Cost	$31,904.00
Design Services	Actual Cost	$185,002.00
Permitting	Actual Cost	$37,110.00
Bidding Services	Actual Cost	$10,739.00
Subconsultants/Direct Expenses	Actual Cost	$150,206.00
Total Fee Authorized:	**Not to Exceed**	**$438,614.00**

Funding Source: Water/Wastewater R & R Fund (409)

Estimated Time for Completion: 12 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
MCKIM & CREED, INC.

By: _____
Charles Hill, P.E.
Senior Project 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.

SCOPE OF SERVICES

FOR

CITY OF ORMOND BEACH
HALIFAX RIVER FORCE MAIN & RECLAIMED WATER MAIN CROSSING

ENGINEERING SERVICES FOR DESIGN, PERMITTING AND BIDDING

AUGUST 30, 2024

I. PROJECT OVERVIEW

The City of Ormond Beach, (hereinafter referred to as CITY), is requesting engineering services for a subaqueous horizontal directional (HDD) design of a new force main, reclaimed water main and fiberoptic conduit to be located south of the Granada Bridge. The two drilled utilities, with the fiberoptic conduit strapped to one of the larger utility mains, will all terminate on Casements Drive on the peninsula. For this project, the force main will terminate on Casements Drive. However, a separate project will continue the force main south to the city limits at Harvard Drive. This utility will replace the existing force main on Riverside Drive. On the mainland side, the drilled force main will terminate on Tomoka Avenue. From Tomoka Avenue, the open cut force main will turn north running along the east side of Beach Street and connect to an existing force main on the north side of Granada Boulevard. A bore and jack crossing of Granada Boulevard is envisioned to provide the means for making the connection on the north side of the Boulevard.

For the reclaimed water main, the drilled utility will terminate on Casements Drive. It will then be installed by open cut, continue east, and connect to an existing 16" reclaimed water main on South Halifax Drive. On the mainland, the reclaimed water main will terminate on Tomoka Avenue. It too will be installed along the east side of Beach Street to the southeast corner of Beach Street/Granada Boulevard intersection. At this location, an existing reclaimed water main will be exposed so that a connection of the new main may be accomplished. If it appears that this connection is unlikely, or FDOT will not permit the construction, then the reclaimed water main will mimic the force main, being installed in the same casing as the force main under Granada Boulevard and connected to an existing reclaimed water main on the north side of the road.

The fiberoptic conduit will be strapped to either the force main or the reclaimed water main during the directional drilling operation. Once on land, the conduit will terminate in pull boxes, one on Tomoka Avenue and one on Casements Drive.

II. BASIC SERVICES

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope are not included. If, during the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items can be included in a Supplemental Agreement before proceeding with the work.

In preparing this Scope of Work and engineering service fee, the CONSULTANT makes the following assumptions:

- The CITY shall provide available record drawings of Tomoka Avenue, N. Beach Street, S. Beach Street, Granada Boulevard at Beach Street, Riverside Drive, Casements Drive and South Halifax Avenue.

- The CITY shall provide GIS data for all piping, valves and other incidentals along the streets mentioned above.

- The City shall be responsible for acquiring any temporary or permanent construction easements.

- Consistent with the professional standard of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

III. SCOPE OF WORK

The CONSULTANT shall provide the SCOPE OF SERVICES as further outlined below:

Task 1: Project Management & Kick-Off Meeting

1.1 Status Reports, Coordination, Administration and Data Collection

CONSULTANT shall apply managerial functions for the entire length of the project, to include review of billing invoices, generate monthly status reports, addressing questions during the billing process, project set-up, hard and electronic filing systems, and any other project management activities. CONSULTANT shall coordinate and obtain any data from the CITY that would be beneficial to the completion of the project. The CONSULTANT will conduct one (1) internal kick-off meeting and convene internal project meetings as needed throughout the project.

1.2 Project Kick-Off Meeting

CONSULTANT shall conduct one (1) project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule, project communications and administrative issues. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the meeting.

At that meeting, additional requests for project information such as as-built drawings will be submitted to the CITY. Following the meeting, the CONSULTANT shall prepare written minutes of the meeting and distribute same to all attendees.

1.3 Progress Review Meetings

The CONSULTANT shall conduct three (3) progress review meetings with the CITY to review data requests, project schedule, outstanding items, progress of work and other project issues.

Task 2: Preliminary Design Phase Services

2.1 On-Site Evaluation

CONSULTANT shall conduct an on-site evaluation of the proposed force main/reclaimed water main alignment for consideration of the Horizontal Directional Drill (HDD) layout requirements, pipe staging and construction constraint issues. This work shall be coordinated with the CITY to gain access to sites that may be sensitive to visitation. It is envisioned that the drill rig set-ups will be located on Casements Drive and the storage of drill rods, bentonite and other drilling equipment will be in the parking lot to the north of Casements Drive. No easements are currently anticipated.

2.2 Utility Coordination

CONSULTANT shall execute a design ticket with Sunshine State One to determine the existing utility owners within the rights-of-way of the impacted streets where construction will take place. Conceptual drawings will be submitted to utility owners identified on the design ticket for markup of existing facilities, which shall be transferred to the design drawings upon receipt.

2.3 Topographic and Hydrographic Survey

The CONSULTANT will have performed as part of their contract a topographic and hydrographic survey of the force main/reclaimed water main alignment, including the Intracoastal Waterway crossing (50 foot wide); along the alignment route to the east to South Halifax Drive; to the west of the subaqueous crossing along Tomoka Avenue to the area adjacent the county library; from Tomoka Avenue along South Beach Street up to a connection point at the Beach Street/Granada Boulevard intersection; adjacent areas on the mainland side and all the property used for construction staging of equipment and materials to the north of Casements Drive. The survey will be conducted to meet the requirements of Florida Department of Environmental Protection (FDEP) Joint Application for Environmental Resource Permit / Authorization to Use Sovereign Submerged Lands / Dredge and Fill Permit.

2.4 Sovereign Submerged Land Easement Survey and Description

The CONSULTANT shall prepare up to two (2) Sovereign Submerged Land Easement sketches and legal descriptions under state submerged lands as required by FDEP to support a public easement across sovereign submerged lands.

2.5 Environmental Services

The CONSULTANT shall perform an Environmental Assessment and Constraints Analysis. This effort will document plant and animal species within the project area for use in permitting the project. Work will consist of performing data collection and field surveys necessary to support the environmental documentation required for the Joint Environmental Resource Permit (ERP) application for the Florida Department of Environmental Protection (FDEP) and the United States

Army Corps of Engineers (USACE). In addition, this information will also be submitted to the CITY.

Data collection will include review of soils, topography, Florida Land Use, Cover and Forms Classification Systems (FLUCFCS) maps, National Wetland Inventory, and protected species data Florida National Areas Inventory (FNAI), US Fish and Wildlife Services (USFWS), and Florida Fish and Wildlife Conservation Commission (FWCC).

2.6 Geotechnical Services

The CONSULTANT shall conduct a subsurface soil investigation of the conditions along the sub-aqueous route of the proposed force main/reclaimed water main and at the locations along the upland force main/reclaimed water main route on the east and west sides of the Halifax River. This will consist of a total of three (3) standard penetration tests (SPT) in the waterway to a depth of approximately 100 feet below river mudline. These borings will include HDD soil testing requirements including soil characterization/classification, blow counts, salinity, groundwater, soil weight, coefficient of earth pressure (active pressure, passive pressure) and soil friction angle. Also, two 50-foot borings will be conducted at the location of the proposed HDD entrance and exit at each shoreline. Further upland, on both sides of the river, in-line with the crossing, two 10-foot borings will be conducted.

One boring at a depth of 10-feet will be taken along the open-cut portion of the alignment, east of S. Beach Street. And lastly, two 60-foot borings will be conducted on the north and south sides of Granada Boulevard, at the approach to the bridge. This boring information will be used for a trenchless crossing of Granada Boulevard.

2.7 Subsurface Utility Exploration

The CONSULTANT shall employ the services of a Subsurface Utility Exploration (SUE) firm to explore the seawall on the east side of the Halifax River to establish the bottom elevation of the wall; perform pot holing activities for the purpose of locating existing utilities in the vicinity of the HDD entry and exit pits; along Casements Drive, South Halifax, Tomoka Avenue, along Beach Street south and north of Granada Blvd. in order to verify utilities in the area of the bore & jack.

Task 3: Design Phase Services

3.1 CONSULTANT shall develop 60%, 90% and 100% design drawings. The design will include plan and profile drawings of the proposed landside force main/reclaimed watermain/fiberoptic conduit elements and associated subaqueous river crossing. Construction details for the landside design elements and special requirements of HDD design including pipe vertical and horizontal curve data, utility relocations, maintenance of traffic (MOT) requirements, road restoration and locations of temporary/permanent construction easements. The design level for the landside elements will be 100% construction document level. The design level for the HDD design components will be of a general format to allow for performance design specifications to be developed within the plans for contractor adherence. The combined set of construction documents will be used to obtain the proper permits for construction.

3.2 CONSULTANT shall prepare 60%, 90% and 100% technical specifications and bidding documents utilizing the CITY standard Front-End documents.

3.3 CONSULTANT shall provide a 60%, 90% and 100% Opinion of Probable Construction Cost.

3.4 CONSULTANT shall conduct an internal Quality Assurance/Quality Control (QA/QC) review of the 60%, 90% and 100% design drawings, specifications, and Opinion of Probable Construction Cost. This activity will be performed by a senior level engineer not directly involved with the project, in accordance with the CONSULTANT'S QA/QC procedures.

3.5 CONSULTANT shall prepare the 60%, 90% and 100% design packages and submit them to the CITY for review and comment. The submittal will include one (1) electronic PDF copy of the set of Drawings, Technical Specifications, and Engineer's Opinion of Probable Construction Cost. It is assumed that the CITY will conduct their review within a two (2) week period and a meeting will be held at the end of the CITY'S review.

3.6 CONSULTANT shall prepare an agenda for the 60%, 90% and 100% Design Review Meetings and meet with CITY staff to review comments on the submittal packages. CITY comments will be incorporated into the electronic copy of the design package. CONSULTANT shall prepare written minutes of the project meeting and distribute them to the attendees.

Task 4: Permitting Phase

4.1 CONSULTANT shall submit the 90% design documents on behalf of the CITY to the Florida Department of Environmental Protection (FDEP) for the "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" [FDEP Form 62-604.300(3)(a)] with supporting documentation for approval.

4.2 The CONSULTANT shall prepare applications and submit 90% Documents on behalf of the CITY for a joint application for Standard General Environmental Resource Permit (ERP) / Authorization to use Sovereign Submerged Lands FDEP Form 62-343 for the project to FDEP and United States Army Corps of Engineers (USACE). It is anticipated that the subaqueous crossing will qualify for an exemption from the FDEP under Section 403.813 F.S. However, a USACE permit will be required. Acquiring a sovereign submerged land easement could take as long as 8 months to one year.

4.3 It is anticipated that an FDOT ROW Permit will be required for work within Granada Boulevard right-of-way. The CONSULTANT shall submit the 90% Documents on behalf of the CITY to the FDOT along with the executed permit application for review and approval.

4.4 CONSULTANT shall prepare and apply for right-of-way use permit to Volusia County for construction of the force main/reclaimed water main installation within the right-of-way of South and North Beach Street.

4.5 This Scope of Services phase includes CONSULTANT addressing and responding to Request for Information (RFI) responses from each permitting agency. As noted above, one (1) RFI response

is included in this Scope. Should extensive RFI's be received that are not a result of inadequate design issues or inadequate response to previous RFI's, the CONSULTANT may request additional compensation.

Fees for permitting: the fees to acquire all necessary permits will be the responsibility of the CITY.

Task 5: Bidding Phase

5.1 CONSULTANT shall prepare and forward the 100% Drawings, Project Manual and Opinion of Probable Construction Cost electronically to the CITY for posting on their website.

5.2 The CONSULTANT shall attend a pre-bid meeting to discuss the project with prospective Contractors and answer questions they may have about the project.

5.3 CONSULTANT shall assist with and distribute any necessary clarifications or addenda during the bidding phase.

5.4 CONSULTANT shall review and evaluate the bids for the project and prepare/submit a Bid Tabulation to the CITY.

5.5 CONSULTANT shall provide a Letter of Recommendation to the CITY for award of the Contract.

IV. PROJECT SCHEDULE

Engineering design of the "Halifax River Force Main & Reclaimed Water Main Crossing" shall be completed according to the following schedule:

a. 60% -7 months from Notice to Proceed (incudes survey, subsurface utility exploration and Geotechnical Engineering)
b. 90% - 9 months from Notice to Proceed.
c. 100% - 10.5 months from Notice to Proceed.

Please note that acquiring the sovereign submerged lands easement could take 8 months to one year.

V. LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. McKim & Creed, Inc., makes no guarantee or warranty, express, or implied, regarding the services, communication (oral or written), report, opinion, or instrument or service provided.

VI. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the continuing contract between CONSULTANT and the City of Ormond Beach. Expenses for sub-consultants, printing, travel, telephone, and all other related changes have been estimated and included in the not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed $ 438,614. A Fee Matrix showing the estimated hours, and the rates are attached for your review.

K:\Water\City Of Ormond Beach, FL\240809_Reclaimed Water And Force Main River Crossing_Fee Proposal\240809 Halifax River FM And Reclaimed Water Main Crossing Scope 26Jul2024.Docx

FEE MATRIX
CITY OF ORMOND BEACH
HALIFAX RIVER FORCE MAIN & RECLAIMED WATER MAIN CROSSING
ENGINEERING DESIGN, PERMITTING & BIDDING SERVICES
SEPTEMBER 2024

STAFF CLASSIFICATION		Senior Manager (PM3)		Technical Specialist II (TS II)		Sr. Project Manager (PM3)		Senior Project Engineer (EN3)		Engineer Intern (EN1)		CAD Designer III (DS3)		Senior Administrator (AD3)		Direct Expenses	Subconsultants	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$239.00	RATE:	$281.00	RATE:	$239.00	RATE:	$213.00	RATE:	$146.00	RATE:	$135.00	RATE:	$109.00			
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL			
1	**PROJECT MANAGEMENT AND KICKOFF MEETING**																	
1.1	Status Reports, Coordination and Data Collection	6	$1,434.00			10	$2,390.00	18	$3,834.00			2	$270.00	20	$2,180.00			
1.2	Project Kickoff Meeting	3	$717.00			4	$956.00	4	$852.00	4	$584.00	4	$540.00	4	$436.00			
1.3	Project Review Meetings	10	$2,390.00			10	$2,390.00	10	$2,130.00	10	$1,460.00		$0.00	10	$1,090.00			
TASK 1 SUBTOTAL		**19**	**$4,541.00**	**0**	**$0.00**	**24**	**$5,736.00**	**32**	**$6,816.00**	**14**	**$2,044.00**	**6**	**$810.00**	**34**	**$3,706.00**			$23,653.00
2	**PRELIMINARY DESIGN PHASE SERVICES**																	
2.1	On-Site Evaluation	6	$1,434.00			16	$3,824.00	16	$3,408.00									
2.2	Utility Coordination	4	$956.00			4	$956.00	6	$1,278.00			4	$540.00	16	$1,744			
2.3	Topographic & Hydrographic Surveying	4	$956.00			4	$956.00	4	$852.00								$22,241.00	
2.4	Sovereign Submerged Land Easement Survey & Description	2	$478.00					4	$852.00	2	$292.00	4	$540.00				$2,465.00	
2.5	Environmental Services	4	$956.00					4	$852.00	2	$292.00						$8,500.00	
2.6	Geotechnical Services	2	$478.00			8	$1,912.00	8	$1,704.00	2	$292.00			2	$218		$75,000.00	
2.7	Subsurface Utility Explorarion	4	$956.00			4		8	$1,704.00	8	$1,168.00	10	$1,350.00			$20,000.00		
TASK 2 SUBTOTAL		**26**	**$6,214.00**	**0**	**$0.00**	**36**	**$8,604.00**	**50**	**$10,650.00**	**14**	**$2,044.00**	**18**	**$2,430.00**	**18**	**$1,962.00**			$31,904.00
3	**DESIGN PHASE SERVICES**																	
3.1	Develop 60%, 90% and 100% Design Drawings	12	$2,868.00			76	$18,164.00	122	$25,986.00	160	$23,360.00	456	$61,560.00				$22,000.00	
3.2	Prepare Project Manual	4	$956.00			12	$2,868.00	16	$3,408.00	2	$292.00			24	$2,616.00			
3.3	Develop Opinion of Probable Cost at 60%, 90% and 100% Submittals	4	$956.00			12	$2,868.00	10	$2,130.00	18	$2,628.00			16	$1,744.00			
3.4	Conduct Quality Assurance/Quality Control (QA/QC) Review			30	$8,430.00													
3.5	Submit 60%, 90% and 100% Design to City/Attend Review Meetings	8	$1,912.00			8	$1,912.00	8	$1,704.00	8	$1,168.00	8	$1,080.00					
3.6	Design Revies Meetings/Revise Design Based Upon City Comments	4	$956.00			16	$3,824.00	24	$5,112.00	16	$2,336.00	26	$3,510.00	6	$654.00			
TASK 3 SUBTOTAL		**32**	**$7,648.00**	**30**	**$8,430.00**	**124**	**$29,636.00**	**180**	**$38,340.00**	**204**	**$29,784.00**	**490**	**$66,150.00**	**46**	**$5,014.00**			$185,002.00
4	**PERMITTING PHASE SERVICES**																	
4.1	Prepare Construction Permit to FDEP	2	$478.00			12	$2,868.00	12	$2,556.00	12	$1,752.00			8	$872.00			
4.2	Prepare Permit Application to USACE	8	$1,912.00			12	$2,868.00	16	$3,408.00	16	$2,336.00	32	$4,320.00	16	$1,744.00			
4.3	Prepare Permit Application to FDOT	2	$478.00					12	$2,556.00	4	$584.00	4	$540.00	4	$436.00			
4.4	Prepare Permit Application for Volusia County Right-of-Way Use	2	$478.00					8	$1,704.00					4	$436.00			
4.5	Address RFI's from Permitting Agencies					8	$1,912.00	8	$1,704.00	8	$1,168.00							
TASK 4 SUBTOTAL		**14**	**$3,346.00**	**0**	**$0.00**	**32**	**$7,648.00**	**56**	**$11,928**	**40**	**$5,840**	**36**	**$4,860**	**32**	**$3,488**			$37,110.00
5	**BIDDING PHASE SERVICES**																	
5.1	Forward Drawings/Manual/Cost Estimate to City	2	$478.00					2	$426.00			4	$540.00	4	$436.00			
5.2	Attend Pre-Bid Meeting	2	$478.00			2	$478.00	4	$852.00	4	$584.00							
5.3	Prepare/Distribute Addenda	2	$478.00			4	$956.00	6	$1,278.00	8	$1,168.00	4	$540.00	6	$654.00			
5.4	Prepare Bid Tabulation							2	$426.00	2	$292.00			4	$436.00			
5.5	Provide Letter of Recommendation	1	$239.00															
TASK 5 SUBTOTAL		**7**	**$1,673.00**	**0**		**6**	**$1,434.00**	**14**	**$2,982.00**	**14**	**$2,044.00**	**8**	**$1,080.00**	**14**	**$1,526.00**			$10,739.00
	Subtotal	98	$23,422.00	30	$8,430.00	222	$53,058.00	332	$70,716.00	286	$41,756.00	558	$75,330.00	144.00	$15,696.00	$20,000.00	$130,206.00	

Subtotal	**$288,408**
Direct Expenses	**$150,206**
TOTAL TASK NOS. 1 - 5	**$438,614**

ATTACHMENT A
SUBCONSULTANTS
PROPOSALS

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

April 5, 2024 **PROFESSIONAL SERVICES PROPOSAL** **Proposal #2024-031**

Scott Spooner, P.E.
McKim and Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114
386.274.2828
sspooner@mckimcreed.com

RE: Granada Crossings Force Main
Topographic, Route & Bathymetric Survey

Dear Mr. Spooner:

Atlantic Drafting & Surveying, Inc. is pleased to provide this proposal for professional services at the above referenced site.

Please refer to the "SCOPE OF SERVICES" and the "COMPENSATION AND METHOD OF COMPENSATION" to be provided and Attachments "A", "B" and "C" for SUPPLEMENTAL INFORMATION to this proposal.

We look forward to working with you and appreciate the opportunity to provide the requested services. If you have any questions about our proposal please feel free to call.

Sincerely,

Atlantic Drafting & Surveying, Inc.

Joseph Jay Wooldridge, as Vice President

Joseph "Jay" Wooldridge, PSM
Vice President

Enclosures: Attachments A, B and C

P:\AD&S Estimates\2023-031

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

April 5, 2024 **PROFESSIONAL SERVICES PROPOSAL** **Proposal #2024-031**

"SCOPE OF SERVICES"

I. Scope of Service

The standard services provided by Atlantic Drafting & Surveying, Inc. are as follows:

1. Prepare a topographic route and standard topographic survey of a part of the City of Ormond Beach, Florida near the intersection of Granada Avenue and Beach Street and the Halifax River as outlined on Attachment "C".

The standard services to be provided by Morgan & Eklund, Inc.

1. Provide a Bathymetric Survey of the Halifax River in the area outlined on Attachment "C". The spacing will be at approximately twenty-five (25) foot intervals from east to west along four (4) lines approximately forty (40) feet apart for an approximately one hundred sixty (160) feet wide path.

II. Assumptions

1. Horizontal datum will be referenced to the Florida State Plane East Zone Coordinate System, North American Datum 1983(2011).
2. Vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
3. If property monumentation is recovered at the boundary corner locations, it will be shown on the face of the survey; however, this will not constitute a boundary survey and should not be relied upon as such.
4. Planimetric information to be shown on the survey includes site improvements such as: buildings, sheds, fences, concrete pads, driveways, parking areas and adjacent roadways.
5. Surface and aerial utilities will be shown on the survey if they are apparent with corresponding rim, lid or grate elevations. Invert and top of operating nut elevations will be determined if structures are accessible.
6. Topographic information shown on the survey will be collected at approximately seventy five (75) foot intervals and will be limited to the areas outlined on Attachment "C".
7. No survey data will be collected within any covered or enclosed structure.
8. The Bathymetric Survey prepared by "Morgan & Eklund, Inc.", will be incorporated into the overall survey.
9. A minimum of two (2) semi-permanent horizontal and vertical control points will be set on or near the site for future development purposes.
10. Preparing a TIN/3D existing topographic surface is included with this scope of service.
11. Scaled FEMA NFIP flood zone information will be shown on the survey.
12. The survey will be certified to McKim & Creed, Inc and The City of Ormond Beach.

13. An additional fee for copies beyond those specified in item III. Deliverables will be charged in accordance with Atlantic Drafting & Surveying, Inc.'s standard rates.
14. Any work requested that is not explicitly included in item I. Scope of Service or item II. Assumptions can be performed at Atlantic Drafting & Surveying, Inc.'s standard hourly rates only upon the Client's written approval.
15. All survey maps or documents prepared as part of this scope of service will be maintained in an active file by Atlantic Drafting & Surveying, Inc. for a period of one year. Thereafter, a fee may be charged to recover any archived information.
16. Surveying services and deliverables will be prepared per Florida Statutes Section 472.027 and in compliance with the Standards of Practice outlined in Chapter 5J-17 Florida Administrative Code.
17. Atlantic Drafting & Surveying, Inc. will schedule the field services outlined in item I. Scope of Service once the signed agreement and retainer, if required, are received.

III. Deliverables

1. Two (2) signed and sealed topographic survey maps on 24 inch by 36 inch media will be provided.
2. One (1) electronic AutoCAD (.dwg) file and one (1) Adobe (.pdf) file will be provided.

IV. Schedule

1. Atlantic Drafting & Surveying, Inc. anticipates starting the field services approximately four (4) weeks from the signed client authorization to proceed. Atlantic Drafting & Surveying, Inc. anticipates completing the work outlined in the I. Scope of Service within seven (7) weeks from the receipt of the signed client authorization.
2. The above anticipated scheduling times are subject to change if this proposal has not been authorized within fifteen (15) calendar days from the date hereon.

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

April 5, 2024 **PROFESSIONAL SERVICES PROPOSAL** **Proposal #2024-031**

"COMPENSATION AND METHOD OF COMPENSATION"

Fee:

The Client agrees to compensate the Consultant for the professional services called for under the "SCOPE OF SERVICES" of this Agreement for the Fee as specified below. Any retainer indicated must be returned with the signed Client Authorization prior to the project beginning. The balance of the Fee (less the retainer) must be remitted prior to the release of the specified deliverables.

Professional Services	
Topographic Survey Preparation	$15,450.00
Morgan & Eklund, Inc. Bathymetric Survey Preparation	$6,791.00
Project Retainer (0%)	($0.00)
TOTAL LUMP SUM FEE (INCLUDING RETAINER)	**$22,241.00**

Note: The fees and scheduling times outlined in this proposal are subject to change if this proposal is not authorized within fifteen (15) calendar days from the date hereon.

"CLIENT AUTHORIZATION"

I warrant and represent that I am an authorized representative of the property owner and I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above-mentioned service and agree to pay the charges resulting there from as identified above. I have read, understand, and agree to the Atlantic Drafting & Surveying, Inc. General Conditions (01-2024), including limitation of liability, printed and attached hereto.

Accepted this _____ day of _____, 2024

_____

Signature

_____

Printed Name & Title

_____

Representing (Name of Firm)

REV NO	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
139 Executive Circle, Suite 201
Daytona Beach, FL 32114-7102
Phone: (386) 274-2828, Fax: (386) 274-1393

CA Lic. No 29588
www.mckimcreed.com

HALIFAX RIVER CROSSING & FM

GENERAL

SURVEY PROJECT TLIMITS

PROJ. START DATE:	2024 APR
MCE PROJ #	240809
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: N/A

G1
DRAWING NUMBER
#
REVISION

STATUS: **PROPOSAL NOT FOR CONSTRUCTION**

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

April 6, 2024 PROFESSIONAL SERVICES PROPOSAL Proposal #**2024-038**

Scott Spooner, P.E.
McKim and Creed, Inc.
139 Executive Circle, Suite 201
Daytona Beach, FL 32114
386.274.2828
sspooner@mckimcreed.com

RE: Submerged Land Lease – Halifax River South of the Route 40 Bridge
Sketch and Description Preparation

Dear Mr. Spooner:

Atlantic Drafting & Surveying, Inc. is pleased to provide this proposal for professional services related to the above referenced site.

Please refer to the "SCOPE OF SERVICES" and the "COMPENSATION AND METHOD OF COMPENSATION" to be provided and Attachments "A", "B" and "C" for SUPPLEMENTAL INFORMATION to this proposal.

We look forward to working with you and appreciate the opportunity to provide the requested services. If you have any questions about our proposal please feel free to call.

Sincerely,

Atlantic Drafting & Surveying, Inc.

Joseph Jay Wooldridge, as Vice President

Joseph "Jay" Wooldridge
Vice-President

Enclosures: Attachments A, B and C

P:\AD&S Estimates\2024-038

April 6, 2024 PROFESSIONAL SERVICES PROPOSAL Proposal #**2024-038**

"SCOPE OF SERVICES"

I. Scope of Service

The standard services provided by Atlantic Drafting & Surveying, Inc. are as follows:

1. Prepare a Sketch and Description for a Submerged Land Lease across the Halifax River, south of the Route 40 Bridge, in Ormond Beach, Florida as shown on Attachment "C".

II. Assumptions

1. The Basis of Bearings for the Sketch and Description will be based on the Florida East Zone Coordinate System, North American Datum 1983(2011) and will be referenced in the Surveyor's notes.
2. The Sketch and Description will be prepared per the Florida Department of Environmental Protection guidelines for public submerged land leases over 3,000 square feet.
3. No background information (aerials/buildings) will be shown on the sketch of description.
4. No vertical information will be shown on the sketch and description.
5. Staking of the description is <u>not</u> included with this scope of service.
6. One revision of the sketch and description is included with this scope of service, for the express purpose of revising the geometry of the proposed sketch and description based upon the Client's final agreement.
7. Surveying services and deliverables will be prepared per Florida Statutes Section 472.027 and in compliance with the Standards of Practice outlined in Chapter 5J-17 Florida Administrative Code.

III. Deliverables

1. One (1) preliminary Adobe image (.pdf) file will be submitted for review/comments.
2. Two (2) original signed and sealed Sketch and Description hardcopies printed on 11 inch by 17 inch media will be provided.

IV. Schedule

1. Atlantic Drafting & Surveying, Inc. anticipates completing the services outlined in item I. Scope of Service within six (6) calendar weeks from the receipt of the signed client authorization.
2. The above anticipated scheduling times are subject to change if this proposal has not been authorized within fifteen (15) calendar days from the date hereon.

V. Client Responsibilities

1. The Client will provide or arrange access for Atlantic Drafting & Surveying, Inc. LLC to the project site.

2. The Client will provide a deed or Title Commitment/Opinion containing the description of the subject property.

"COMPENSATION AND METHOD OF COMPENSATION"

Fee:

The Client agrees to compensate the Consultant for the professional services listed in item I. Scope of Service for the Fee as specified below. Any retainer indicated must be returned with the signed Client Authorization prior to project commencement. The balance of the Fee (less the retainer) must be remitted prior to the release of the specified deliverables.

Professional Services	
Sketch and Description Preparation	$2,465.00
Project Retainer (0%)	($0.00)
TOTAL LUMP SUM FEE (INCLUDING RETAINER)	**$2,465.00**

Note: The fees and scheduling times outlined in this proposal are subject to change if this proposal is not authorized within fifteen (15) calendar days from the date hereon.

"CLIENT AUTHORIZATION"

I warrant and represent that I am an authorized representative of the property owner and I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above-mentioned service and agree to pay the charges resulting there from as identified above. I have read, understand, and agree to the Atlantic Drafting & Surveying, Inc. General Conditions (01-2024), including limitation of liability, printed and attached hereto.

Accepted this _____ day of _____, 2024

_____

Signature

_____

Printed Name & Title

_____

Representing (Name of Firm)

REV NO	DESCRIPTION	DATE

REVISIONS

McKIM&CREED
139 Executive Circle, Suite 201
Daytona Beach, FL 32114-7102
Phone: (386) 274-2828, Fax: (386) 274-1393
CA Lic. No 29588
www.mckimcreed.com

HALIFAX RIVER CROSSING & FM

GENERAL

SURVEY PROJECT TLIMITS

PROJ. START DATE:	2024 APR
MCE PROJ #	240809
DRAWN	DMP
DESIGNED	SRS
CHECKED	CHH
PROJ. MGR	CHH

SCALE
HORIZONTAL: AS SHOWN
VERTICAL: N/A

G1
DRAWING NUMBER
#
REVISION

STATUS: **PROPOSAL NOT FOR CONSTRUCTION**

CARTER ENVIRONMENTAL SERVICES

42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

August 29, 2024

BY EMAIL:
sspooner@mckimcreed.com
chill@mckimcreed.com

Scott R. Spooner
Charles Hill

Subject: McKim Halifax – 5.24504
Environmental Consulting Proposal

Dear Scott & Charles,

Per your request, Carter Environmental Services, Inc., (CES) is pleased to provide you with this proposal for environmental consulting services relative to the proposed project in Ormond Beach, FL. The below Scope of Work tasks will assist you with permitting assistance with the Florida Department of Environmental Protection (DEP) and related tasks. Costs for these services are detailed in the below Budget.

1.0 SCOPE OF WORK

1.1 TASK 1 – FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) PERMIT APPLICATION

CES will prepare an ERP application package for submittal to the DEP. Including the necessary maps and application documents.

A boundary survey and site plan is required to complete the application package.

**This fee does not include the required DEP application fee.*

1.2 TASK 2 – DEP SITE VISIT

CES will review the existing wetland delineation with Florida Department of Environmental Protection (DEP) staff. CES will coordinate with the project surveyor to make any changes requested by DEP during the review.

1.3 TASK 3 – REQUEST FOR ADDITIONAL INFORMATION

CES will prepare responses to one RAI from DEP.

Usually, representatives from DEP request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is

appropriate for the project. DEP commonly issues one RAI with questions related to both environmental and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.

1.4 TASK 4 – ACOE NO PERMIT REQUIRED

Based on the Navigable Waters Protection Rule that became effective June 22, 2020, CES believes that the proposed wetland impacts will occur in non-jurisdictional wetlands. Therefore, CES will prepare an approved jurisdictional determination and correspondence requesting written "no permit required" concurrence from ACOE.

1.5 TASK 5 – GENERAL CONSULTATION

Often services that are not anticipated become necessary to complete a project. In this event, CES will notify you prior to performing the service in order to apprise you of the situation and gain your approval for the time and materials - based work.

2.0 PROJECT SCHEDULE

We are prepared to begin working/scheduling all tasks within 20 business days upon receipt of this executed proposal.

3.0 BUDGET AND PAYMENT TERMS

It is CES's opinion that the scope of work represents an appropriate level of effort for the project goals at this point in time. CES proposes to perform our outlined services on a Not to Exceed basis (by Task) as indicated in the table below. Invoices for each task will be billed monthly on a percent complete basis. Our proposed scope of work is based on information available to CES at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification at the agreement of both parties.

By instructing us to proceed with the scope of work proposed, whether performed by us or our subcontractors, you agree to be responsible for payment of all invoices within 30 days of issuance. Past due invoices will accrue interest at the rate of 18% per annum and you agree to pay all attorney's fees and costs incurred for collections.

TASK	DESCRIPTION	Estimated PRICE	FEE BASIS
1	DEP ERP Permit Application	$ 2,500	NTE
2	DEP Site Visit	$ 1,000	NTE
3	DEP RAI	$ 1,500	NTE
4	ACOE No Permit Required	$ 2,500	NTE
5	General Consultation	$ 1,000	NTE
	ESTIMATED TOTAL	**$ 8,500**	**NTE**

Note: NTE = Not to Exceed

Thank you for the opportunity to provide you with this proposal for environmental permitting services. CES is excited about the potential opportunity to begin work for you, and to demonstrate our commitment to client satisfaction. If you require any additional information, or if we may be of further service to you, please contact our office (904) 540-1786.

CES is prepared to start working on this project within 20 business days upon receipt of an executed copy of this proposal.

Sincerely,

Ryan A. Carter, PWS
Vice President

By signature below, it is hereby agreed and understood that the listed attachments are incorporated by reference.

Approved By (authorized agent):_____

Print Name:_____

Date:_____

Carter Environmental Services, Inc.
2024 Rate Schedule

Job Description	$/Hour
Principal	195
Project Manager	155
Senior Scientist	125
Draftsperson/GIS	125
Senior Project Scientist	115
Project Scientist	90
Environmental Technician	70
Office Manager	70
Materials Cost	Cost + 18 %

Notes:

1. Hourly rates include direct labor, computer costs, overhead, general, and other costs. Out-of-pocket expenses such as surveying, laboratory analysis, sampling, testing, etc. will be billed at actual cost plus 18%.

2. Travel out of the area (plane, hotel, and automobile, etc.) are subject to an 15% mark-up. Local travel and routine document reproduction are included in the above rate structure.

3. Out of town travel will require a per diem cost of $45/day plus lodging expenses.

4. Payment is due within 30 days. Invoices aged in excess of 30 days are subject to a 1½ % markup per month levy.

5. Rates are subject to change annually.

April 12, 2024

McKim & Creed
139 Executive Circle, Suite 201
Daytona Beach, Florida 32114

Attention: Mr. Scott Spooner
sspooner@mckimcreed.com

Reference: **Proposal For Geotechnical Evaluation**
Ormond Beach Subaqueous River Crossing
Ormond Beach, Volusia County, Florida
UES Opportunity No. 0430.0424.00019
UES Proposal No. 2024D-478

Dear Mr. Spooner:

Universal Engineering Sciences (UES) is pleased to present this proposal to conduct a geotechnical evaluation for the proposed project in Ormond Beach, Florida. This proposal has been prepared in response to a request made by you.

PROJECT INFORMATION

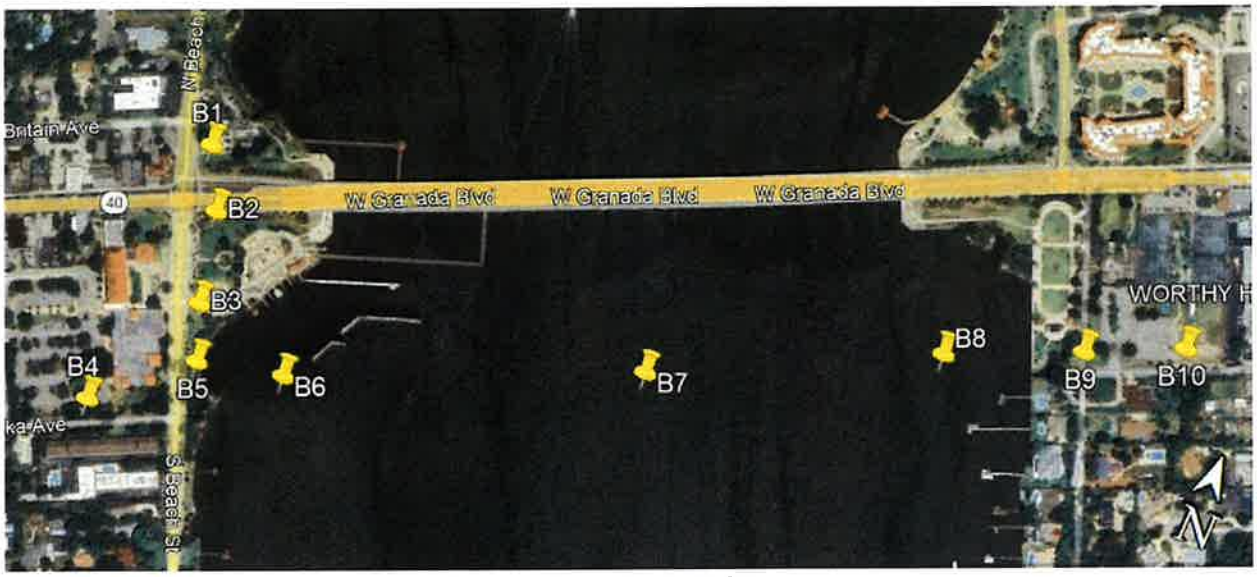
Project information has been provided to us during correspondence with you. We were provided with the requested boring locations by you. We understand the proposed project will consist of installing a new underground utility that will be routed along North Beach Street from the intersection of Granada Boulevard and North Beach Street to the intersection of Tomoka Avenue and South Beach Street. The utility will also be routed from the east end of Tomoka Avenue under the Halifax River to the west end of Casements Drive. We understand that the proposed utility will be installed with direction drilling equipment and open cut.

SCOPE OF SERVICES

As requested, we propose to perform:

- Two (2) Standard Penetration Test (SPT) borings, B-1 and B-2, advancing to 60 feet each below existing grade on the north and south side of the Granada Boulevard Bridge.
- Two (2) SPT Borings, B-5 and B-9, advancing to 50 feet each below existing grade the east end of Tomoka Avenue and west end of Casements Drive.
- Three (3) SPT borings, (B-3, B-4 and B-10) along Beach Street, Tomoka Avenue and Casements Drive.
- Three (3) in-water SPT Borings, B-6 through B-8, advancing 100 feet below mudline within the Halifax River.

The SPT borings will be performed according to the procedures of ASTM D-1586. The in-water SPT Borings will be performed using Barge Mounted Drilling Equipment. It should be noted that upland borings may need to be offset from their requested location due to conflicts with existing underground utilities. The Boring Location Plan is presented below.



Proposed Boring Location Plan

The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table;
- Presence or lack of marginal soils; and
- General underground utility installation recommendations.

We have also included an allowance to perform Corrosive Series Testing (pH, resistivity, sulfate and chloride) on samples obtained from the utility alignment. The corrosive series testing will be performed in accordance with the procedures of FM 5-550, FM 5-551, FM 5-552, and FM 5-553. We request that we be provided with the requested sample depths prior to drilling operations.

AUTHORIZATION AND FEES

We would be able to begin the fieldwork within four to six weeks of authorization and a final report would be complete within approximately one to two weeks of completed fieldwork.

We will perform the proposed work for a lump sum fee of **$75,000.00**. The corrosive series tests will be billed separately at a unit rate of **$275.00 per test.** To initiate our services, please sign and return one copy of the attached Proposal Acceptance/Work Authorization form.

We appreciate the opportunity to provide this proposal and look forward to working together on this project. If you have any questions, please do not hesitate to call us at your convenience at 386-756-1105.

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC

Cody D. Wilson, P.E.
Geotechnical Department Manager

Brian Pohl, P.E.
Branch Manager

BRIERLEY ASSOCIATES
Creating Space Underground

August 30, 2024
Proposal No. 124212-970

Mr. Scott Spooner, Senior Project Engineer
McKim & Creed
139 Executive Circle, Suite 201
Daytona Beach, Florida 32114

RE: Proposal for HDD Engineering Services for Subaqueous Force Main and Reclaimed Water Main Crossing, Ormond Beach, Florida

Dear Mr. Spooner,

As per our recent discussions, Brierley Associates has prepared this scope of work for the exclusive use by McKim & Creed (M&C) for the design of twin Horizontal Directional Drills (HDD) for this project. Based on information provided by Mr. Spooner, we understand that this scope of the project involves preliminary through final design for twin 18" HDPE pipes installed for a distance of approximately 3500 linear feet beneath the Halifax River in the vicinity of Ormond Beach, Florida. Based on our experience with similar projects, we have developed a scope of work that addresses the requested task.

SCOPE OF WORK

1. Review M&C and/or City of Ormond Beach's current design plans, specifications, calculations and other supporting documents. We anticipate that this task will include reviewing the following items:
    a. Available Geotechnical Information
    b. Construction Drawings
    c. Technical Specifications

2. Perform one review for each phase of design: (30%, 60%, 90%, final) of preliminary through final HDD Calculations and Annular Pressure Analyses to assess HDD drill paths as prepared by M&C, including:
    a. Calculations Related to HDD Pipe Installation
        i. Allowable Tensile Stress and Safe Pull Load
        ii. HDD Pull Load Based on ASTM F1962-22
        iii. Pipe Stresses (Tensile and Bending) Based on ASTM F1962-22 and/or PPI Handbook of HDPE Pipe
        iv. Unconstrained Buckling
        v. Deflection Due to Vertical Loading – Short- and Long-Term Loading
        vi. Annular Pressure Analysis
            1. Estimated Drilling Pressure
            2. Estimated Formation Limit Pressure
3. Review HDD profile(s) up to a maximum of three, in CAD format that consider product pipe information, HDD calculations, existing site conditions and laydown/pit constraints as prepared by M&C.

4. Review HDD specifications that consider project specific requirements as prepared by M&C.

5. Meetings and Project Management

We have assumed that our deliverables will be provided in electronic format.

EXCLUSIONS

Excluded from this scope of work are site survey, utility surveys, geotechnical field and laboratory services, and permitting activities. These services can be provided on request. Also excluded are services for the open cut portions of the project, tie ins, and other aspects of the project not related to the HDD crossings.

Also excluded from the scope of our work is an assessment of environmental and biological conditions at the site including oil or hazardous materials, the characterization of excavated soil or groundwater that will be generated as a result of the planned construction activity for the purpose of assessing possible requirements for management of contaminated media, or assessment of the impact that contamination or pollutants or other environmentally regulated issue could have on the proposed construction.

PROVIDED BY CHA

We have assumed that M&C will provide the following items for our use:

1. Project specific Geotechnical Report and related information
2. Electronic base survey in AutoCAD v. 2018
3. Product pipe requirements (nominal diameter, wall thickness, material specifications)
4. Other pertinent information such as existing utility locations, permit requirements, etc.

FEE ESTIMATE

The estimated fee for the scope of work noted above is $22,000 and will be billed on a time and expense basis in accordance with our Standard Fee Schedule, dated January 2024 (attached). We propose to complete this work in accordance with our existing contract for the

We appreciate the opportunity to work with M&C on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jim Williams, PE
Associate

Dave Sackett, PG
Senior Consulting Geologist

BRIERLEY ASSOCIATES
Creating Space Underground

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-165
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization - Water Reclamation Facility, Filter Modifications		
Summary:	This is a request to award a Work Authorization to Kimley Horn and Associates, Inc. (Kimley Horn) for design services pertaining to the Water Reclamation Facility (WRF) Filter Modifications. After wastewater at the WRF has completed the settling process within the clarifiers, the wastewater travels to the sand media filters. These filters are primarily responsible for removing impurities and other fine particles present during the treatment process. Due to the overall age of the filter units 1 and 2, estimated to have been installed in calendar year 1987, maintaining the existing components is a challenge that requires high levels of staff time to maintain. Additionally, the advancements in filtration technology since 1987 have made the existing filters less efficient by comparison. The attached work authorization is intended to retrofit the existing basins utilizing cloth media filters, which are more efficient and have been utilized by other wastewater plants in the Volusia County area for many years. On May 21, 2024, the City Commission approved Resolution No. 2024-82 which authorized the execution of continuing contracts with engineering consultants for the City. Staff negotiated a scope of work with one of the consultants, Kimley Horn. The consultant provided a detailed scope of work for each element necessary to accomplish the design efforts. Kimley Horn has experience with the City's wastewater facilities, which allows them to provide well-suited, economical services services for this filter modification project.		
Financial Impact:	This project is included in Fiscal Year 2024-25 budget of Fund 409 - Water and Wastewater Capital Improvements in the amount of $475,000 for design services.		

Citizen Impact:	Scheduling priority based rehabiliation projects for the WRF provides for reliable sewer treatment systems and regulatory operations.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the work authorization for engineering design services related to the WRF Filter Modifications to Kimley Horn and Associates, Inc., for the not-to-exceed amount of $351,955.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-165 WRF Filter Design-Kimley Horn (P24-0186G) 2. Kimley Horn Work Authorization
Approval:	Kelly McGuire, Finance Director 9/20/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/20/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-165

A RESOLUTION ACCEPTING A PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE WATER RECLAMATION FACILITY FILTER UPGRADES PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Kimley-Horn and Associates, Inc., an engineering firm under continuing contract with the City, to provide professional engineering design services regarding the water reclamation facility filter upgrades project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Kimley-Horn and Associates, Inc. to provide professional engineering design services for the aforedescribed project at a cost not to exceed $351,955.00 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 Water & Wastewater Renewal and Replacement Fund (409) 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 Kimley-Horn and Associates, Inc. to provide professional engineering design services regarding the water reclamation facility filter upgrades project at a cost not to exceed $351,955.00 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 Kimley-Horn and Associates, Inc. to provide professional engineering design services for the Project at the said price, and to pay the cost therefor from the Water & Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and Kimley-Horn And Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WRF Filter Upgrades - Design

Project Description: Professional engineering services to design mechanical, electrical and structural modifications to the WRF filter basins. The work will include preliminary engineering, and design, bidding, and permitting services, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: $5,100,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$28,660.00
Preliminary Engineering	Fixed Fee	$35,720.00
Design Services	Fixed Fee	$222,650.00
Bidding Services	Fixed Fee	$10,415.00
Permitting Services	Fixed Fee	$14,510.00
Subconsultants	Fixed Fee	$35,000.00
Reimbursable Expenses	Actual Cost	$5,000.00
Total Fee Authorized:	**Not to Exceed**	**$351,955.00**

Funding Source: Water & Wastewater R & R Fund (409)

Estimated Time for Completion: 8 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Joseph P. Mecca, P.E.
Senior Vice President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

Kimley»Horn

PROPOSAL FOR

ORMOND BEACH WATER RECLAMATION FACILITY FILTER UPGRADES

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Ormond Beach (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 21, 2024, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Ormond Beach staff regarding the desired upgrades at the City's Water Reclamation Facility (WRF). The City desires to retrofit two of their existing sand filters (Filters Nos. 1 and 2) to Aqua Diamond cloth media filters. The City also desires to add a canopy over the filter structure and to modify or replace the existing canopy over the screw pumps to allow for better maintenance access.

The Aqua Diamond filters were specifically engineered by Aqua Aerobics to be retrofitted into traveling bridge sand filter basins. There are several modifications that need to occur to properly install the filters for optimal operation. This includes minor structural revisions to the basin to adjust the hydraulics and accommodate the proposed equipment. The installation includes a new traveling bridge and new guiderails as well. Each filter will increase in capacity substantially and will be taken offline one at a time to minimize any impact to operations during construction. A construction sequencing plan and maintenance of plant operations plan will be provided as part of the design and will be developed through coordination with facility operations staff.

The proposed canopy is proposed outside of the existing structure, since the original design likely did not account for the uplift forces associated with a canopy structure. This will require some field investigations to ensure there are no impacts to other facilities on site, but no significant complications are expected in the canopy design.

Additionally, the City requested the effluent side of the filters be evaluated to provide more flexibility in the operation of the downstream screw pumps. There is very little hydraulic variability in the existing system and if possible, the new installation will be designed to allow for greater variation for more flexibility in operations. The canopy over the screw pumps at the top platform is also planned to be modified or replaced. The existing canopy is difficult to navigate around during maintenance activities on the screw pump motors. The area will be evaluated to construct an installation more specifically designed around providing access for easy removal of the motors.

We have developed a 3D Revit model of the City's filters to accelerate understanding of the existing filter structure and piping and assist in developing a design and construction approach. We will further develop this 3D model during the detailed design phase to provide a fully interactive model of the installation and construction procedures. This is an excellent tool for coordinating design disciplines and subcontractors and allows City staff to visualize the proposed improvements. This aids in both an operations review of the design as well as providing a better tool for inspection staff during construction.

Specific Scope of Basic Services:

Task 1: Project Management

Kimley-Horn will conduct monthly reviews of project progress to ensure compliance with approved budget and schedule. This task will also include coordination with the Client, updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will perform a technical review of deliverables, in accordance with standards, prior to transmitting to Client.

Under this Task, Kimley-Horn will be responsible for overall coordination and oversight of the project execution.

Kimley-Horn's responsibilities under Task 1 – Project Management include the following:

1. Contract/Project Management:

    a. Invoicing and Reporting – Kimley-Horn will provide monthly invoices and monthly project status summary reports, including all subconsultants invoices for the period.

    b. Kimley-Horn will provide a draft invoice and attachments to the Client for review and approval prior to submitting for payment.

    c. Scheduling – Kimley-Horn will prepare and update project schedules at each deliverable if required by the Client.

2. Subconsultant Coordination – Kimley-Horn shall coordinate, manage, monitor, and review the services of all Subconsultants. Bailey Engineering Consultants (BEC) is being contracted through Kimley-Horn to provide electrical and instrumentation and control (I&C) design. KSM Engineering and Testing will be contracted for geotechnical borings to accommodate the proposed canopy. Meetings with the Subconsultants shall be held as required for the project. Kimley-Horn will coordinate the use and timing of these resources in connection with the work, including required subcontracting, scoping, and meetings necessary to complete the task.

3. Quality Control (QC) - Kimley-Horn will provide coordination, management, and oversight of assigned staff, and perform Quality Control review of all project deliverables for the project.

Task 2: Preliminary Engineering

Kimley-Horn's responsibilities under Task 2 – Preliminary Engineering include the following:

1. Kimley-Horn shall coordinate a kick-off meeting with City staff to introduce the project team members and their roles and responsibilities. During the meeting, the team will discuss the overall project, project plans, City goals, design criteria, scope, schedule and budget. After the meeting, Kimley-Horn shall prepare meeting minutes to document key meeting items and distribute a PDF to all attendees.

2. During preliminary design, Kimley-Horn will focus on the key preliminary design considerations, which include the following:

    a. Hydraulic Impacts: Ability for filter technology to fit within existing and proposed hydraulic profiles

    b. Operation & Maintenance: Ease and safety of operation/automation. Maintenance requirements, media replacement intervals

    c. Constructability: Ease of implementation/ability to retrofit into existing footprint

    d. Reliability: Proven technologies/number of installations

3. Kimley-Horn will complete 30% Design level drawings to illustrate concepts, layouts, and existing system modifications for the City's review. This task shall include coordination with the filter manufacturer, Aqua Aerobics, to confirm the Aqua Diamond capacity per unit, preparation of preliminary hydraulic profile and filtration weir elevations drawings, cloth media filtration component details and supporting hydraulic modifications and a Draft Drawing List. Electrical and instrumentation and control (I&C) design will commence following comments from the City at 30%.

4. Kimley-Horn will begin structural assessment of this existing filter and screw pump structural. This shall include a site visit to evaluation the existing structures, identify required structural modifications, and canopy improvements and structural requirements.

5. Kimley-Horn will kickoff our geotechnical subconsultant to provide up to two (2) borings in the area of the filter structure to confirm soil conditions for the proposed canopy structure. A geotechnical report will be prepared by KSM and provided to the City for their review.

Task 3: Design Services

Kimley-Horn's responsibilities under Task 3 – Design Services include the following:

1. Prepare a 60% design submittal and submit to City for review. 60% design will consist of civil, mechanical, structural, electrical and I&C plans as listed below:

    a. Prepare 60% drawings for the cloth media filtration system and associated improvements including filter influent and filter effluent channel modifications. Prepare a 3D model of the new filtration facilities.

b. Prepare 60% Site, Grading, and Drainage Plans and Structural drawings including the canopy layout and supporting concrete columns, proposed concrete effluent channel, and structural modifications required to the existing filter(s), and supporting details.

c. Prepare 60% Electrical and I&C Plans in accordance with Bailey Engineering Consultants scope.

2. Prepare an Opinion of Probable Construction Cost (OPCC) for the 60%, 90% and Bid submittals. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the Consultant at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry.

3. Prepare technical specifications for necessary equipment associated with the project scope. Specifications will be submitted for City review at 60%, 90% and Bid submittals. Division 0 and 1 specifications will be provided by the City.

4. Submit 60% documents electronically to City staff for review and comment. After the City review period, meet with the City to review and discuss the City's comments.

5. Following the 60% review meeting, incorporate City comments made on the 60% design submittal, and incorporate comments into the 90% design document.

6. Submit 90% documents electronically to City staff for review and comment. After the City review period, meet with the City to review and discuss the City's comments.

7. Following the 90% review meeting, incorporate City comments made on the submittal, and incorporate comments into Final set of Bid Drawings.

Task 4: Bidding Services

Kimley-Horn's responsibilities under Task 4 – Bidding Services include the following:

1. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.

   Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.

   Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.

   Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Task 5: Permitting Services

Kimley-Horn's responsibilities under Task 5 – Permitting Services include the following:

1. Kimley-Horn will prepare an FDEP Application for Minor Revision to a Wastewater Facility or Activity Permit (62-620.910(9)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by Kimley-Horn and reimbursed by the City.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide conceptual site plans within 30 days of the Notice to proceed. The 60% project submittal will be submitted within 90 days of receiving initial review comments, 90% project submittal will be submitted within 60 days of receiving 60% comments, and the Bid Ready project submittal within 20 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- 30% Conceptual Plans
- 60% Plans, Specifications, and OPCC
- 90% Plans, Specifications, and OPCC
- Bid Ready Plans, Specifications, and OPCC
- FDEP Permit Application

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $351,955.00 inclusive of expenses. Permit fees shall be paid directly by Kimley-Horn and are expected to be $5,000. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Kimley-Horn*	*Subconsultant*	*Lump Sum Fee*
1	Project Management	$28,660.00		$28,660.00
2	Preliminary Engineering	$35,720.00	$5,000	$40,720.00
3	Design Services	$222,650.00	$30,000	$252,650.00
4	Bidding Services	$10,415.00		$10,415.00
5	Permitting Services	$14,510.00		$14,510.00
Labor Total		**$311,955.00**	**$35,000.00**	**$346,955.00**
Expenses Total				**$5,000.00**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF ORMOND BEACH, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY: _____ Joe Mecca, PE
TITLE:_____	TITLE: Sr. Vice President
DATE:_____	DATE:_____

ATTACHMENT A
WRF FILTER UPGRADES
FEE SCHEDULE

Task	Senior Professional 2		Senior Professional 1		Professional		Analyst 1		Technical Support		Support Staff		KH Labor	
	Rate	$350.00	Rate	$260.00	Rate	$200.00	Rate	$130.00	Rate	$150.00	Rate	$95.00	Totals	
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Cost	Hours	Costs	Hours	Costs
Task 1 - Project Management	16	$5,600.00	48	$12,480.00	17	$3,400.00	26	$3,380.00	0	$0.00	40	$3,800.00	147	$28,660.00
Task 2 - Prelim Engineering	4	$1,400.00	42	$10,920.00	24	$4,800.00	42	$5,460.00	80	$12,000.00	12	$1,140.00	204	$35,720.00
Task 3 - Design Services	25	$8,750.00	115	$29,900.00	212	$42,400.00	484	$62,920.00	484	$72,600.00	64	$6,080.00	1,384	$222,650.00
Task 4 - Bidding Services	2	$700.00	12	$3,120.00	12	$2,400.00	24	$3,120.00	4	$600.00	5	$475.00	59	$10,415.00
Task 5 - Permitting Services	3	$1,050.00	20	$5,200.00	20	$4,000.00	24	$3,120.00	0	$0.00	12	$1,140.00	79	$14,510.00
Labor Totals	50	$17,500.00	237	$61,620.00	285	$57,000.00	600	$78,000.00	568	$85,200.00	133	$12,635.00	1,873	$311,955.00

Expenses/Permit Application Fee	$5,000.00
Electrical Subconsultant	$30,000.00
Geotechnical Subconsultant	$5,000.00
PROJECT TOTAL	**$351,955.00**

Professional Service Agreement

Proposal # 24787
August 20, 2024

Client Name: **Kimley-Horn**
Mrs. Nicole McConnell, P.E.
1530 Cornerstone Blvd, Suite 200, Daytona Beach, FL 32117
Direct: 386-271-0274 Mobile: 407-808-5253
cc : Nicole.McConnell@kimley-horn.com

Re: **Proposal for Geotechnical Engineering Services**
Ormond Beach Water Reclamation Facility
Transfer Station Road
Ormond Beach, Florida

Dear Mrs. McConnell,

Thank you for the opportunity to submit a proposal to perform geotechnical engineering services on the above referenced project. Keller, Schleicher and MacWilliam Engineering and Testing, Inc. (referred to as "KSM" or "Engineer") proposes the following geotechnical engineering services relating to the above-mentioned Project in accordance with the Industry Standard of Care.

Project Description – The project is located off Transfer Station Road within the Wastewater Treatment Plant in Ormond Beach, Florida. Based on conversations with you, and the "Ormond Beach Water Reclamation Facility Filter Upgrades" proposal, it is our understanding that a canopy is proposed to be installed outside of the existing filter structure.

Field Investigation

Perform an investigation within the vicinity of the filter structure in general accordance with ASTM Standards. Observed groundwater levels will be recorded at our boring locations.

- Perform two (2) Standard Penetration Test (SPT) borings to a depth of approximately 30 feet, within the vicinity of the existing filter structure.

Laboratory Testing

- Perform limited laboratory testing on various soil samples in general accordance with ASTM, FM, and/or AASHTO Standards to confirm visual classifications. Lab testing may consist of, but is not limited to: #200 washes, moisture content testing, organic, and/or Atterberg Limits testing.

Engineering Services

A geotechnical report will be provided covering the investigation including:

- Boring logs illustrating the visually and laboratory tested classified soils in general accordance with the Unified Soil Classification System, the thickness of each soil stratum, estimated relative density, and observed groundwater depth.

Canopy

- Provide recommendations for earthwork procedures and foundation design.
- Provide design lateral earth pressures based on the encountered subsurface conditions.

Scope Limitations - The client is responsible for marking all underground utilities. Access to the boring locations should be provided by the client – at a minimum KSM requires stable paths cleared through undeveloped sites that are free of debris and vegetation and sufficient for our drill rig to traverse and for our work to be performed safely.

We will make reasonable efforts to minimize ground disturbance to the property as a result of our field exploration. However, in the normal course of our work activities some disturbances will occur. We have not budgeted to restore the site beyond backfilling our boreholes with soil cuttings. Our services do not include re-vegetation and/or landscaping restoration or repairing rutting caused by our drilling equipment.

Required Permitting - The scope of work outlined in the tasks above does not include any permitting services that may be required to perform our testing.

GPR Survey / Soft Digs for Utilities - A GPR survey and/or soft digs will be required to be performed to locate underground utilities within the vicinity of our boring locations.

Our fee to complete the geotechnical investigation and engineering services, including the furnishing of all material along with labor necessary for the laboratory testing and preparing the report is estimated to be **$5,000.00**.

We look forward to working with you on this project.

Respectfully Submitted,

Robert Maxwell

Robert T. Maxwell, E.I.
Geotechnical Engineer
RTM/KSM

Accepted this _____day of _____, 20___, by

_____
Signature

_____
Printed Name

All invoices are due upon receipt. Invoices over thirty days late will be charged a 1.5% late fee.

Schedule and Additional Services

KSM will work closely with the Client to establish a favorable schedule to complete all field and laboratory work. The above indicated fee is based on the site being open and accessible for our truck-mounted drill rig or for a KSM technician to gain access to the project site to complete the requested geotechnical testing. Open and accessible means that a normal size truck can safely drive into the site and perform the required borings, heavily wooded areas or sites with steep inclines or declines will need to be cleared / altered in order for KSM to access the site safely. **Additional fees will apply if another drill rig is required to be mobilized to complete the required soil boring or if our technicians are unable to perform the requested testing**. Please note that if unsuitable material is encountered, KSM will have to mobilize another drill rig as the truck-mounted drill rig is not designed for deep borings and reserves the right to amend our total fee. If additional locations are requested after the approval of this Agreement, KSM reserves the right to amend as required based upon the request.

Cancellation Terms

KSM's schedule to complete the requested field work varies each day and is unfortunately weather dependent. If KSM is unable to perform the required field work due to unforeseen weather conditions, KSM will automatically move your project onto the next available workday and the client shall be notified. Please note that if you wish to cancel any services to be performed by KSM, the client must do so in writing and prior to the scheduled day of the service. Cancellation via phone is not accepted unless accompanied by an email the same day. Cancellation after field work has begun or completed will be subjected to partial or full payment of the agreed upon fee and the client agrees to pay the fees to cover the work completed.

Limitation of Liability

The client hereby agrees, to the fullest extent permitted by law, that KSM's and its officers and employees total liability to the client and all others for any and all injuries, claims, losses, expenses, damages (including consequential damages), or claim expenses arising out of the agreement or its breach, from any cause shall not exceed $1,000 or the total amount of the Service provided, whichever is greater. Such causes include, but are not limited to, KSM negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. The client agrees to defend, indemnify, and hold KSM harmless from all claims for liability in excess of the limits set forth above, for injury or loss sustained or alleged by any person or entity, whether a party to the agreement or not, and allegedly arising out of KSM performance or services.

Client Terms & Conditions

KSM will perform the Services in accordance with the following "Industry Standard of Care: (A) in a prompt, diligent, competent and professional manner; (B) during normal business hours for Client; and (C) in accordance with: (1) that degree of care and skill exercised by engineers providing similar services to other customers and in accordance with the custom and trade of KSM's industry; (2) any practices otherwise specified in writing by Client to KSM; (3) the specific plans, specifications, standards, descriptions, recommendations and drawings that have been provided to KSM including, without limitation, any amendments or alterations to them made by Client from time to time; and (4) in compliance with all applicable laws, including any and all state engineering rules and regulations. In the event KSM shall provide any type of inspection services, it is understood and agreed that KSM neither guarantees such contractors' or subcontractors' performance nor assumes any duty to supervise construction and safety procedures followed by the Client or its contractor(s) and subcontractor(s) nor for any public liability for property damage caused through acts of the Client and its contractor(s) and subcontractor(s).

Client recognizes that KSM is not responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of a building or project on the behalf of Client or the Client's customers, nor shall KSM be responsible for Client and its contractor(s) or subcontractor(s) failing to comply with building code or specific recommendations or structural design by KSM. If Client makes any alteration to the provided report or permit drawings without the consent of KSM in connection with any reuse by Client, Client shall defend, indemnify, and hold harmless KSM against claims arising solely out of such alteration; provided, however, nothing herein shall be deemed to release KSM from liability for that portion of the Project Documents prepared by KSM.

Any claim arising out of or related in any way to this Completed Service or Agreement (a "Claim") shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediations under this Agreement shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation proceeding shall be held in the city with the largest population in the state in which a project for which Services are provided is located over which the dispute arises. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be Litigation in a court of competent jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES; KELLER, SCHLEICHER and MacWILLIAM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, PRINCIPAL, ETC. MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT OR SERVICE.

August 20, 2024

Ms. Nicole McConnell, P.E.
Kimley-Horn
189 South Orange Avenue
Suite 1000
Orlando FL 32801

Re: Ormond Beach WRF - Aqua Diamond Filers
Ormond Beach, FL

Dear Ms. McConnell:

We are pleased to submit our proposal for electrical design services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project and provides the agreed upon lump sum fee proposal. Our scope of work will include the following:

Task 1 - Design Services:

1. Electrical and I and C design associated with retrofitting of two (2) existing automatic backwash sand filters with AquaDiamond cloth media filters.

2. BEC will visit the site and meet with the Owner in order to obtain any necessary information.

3. Deliverables:
   - 90% Drawings and specifications with 90% cost estimate
   - 100% Drawings and Specifications with 100% cost estimate

4. BEC shall submit up to three (3) complete set of 11” x 17” drawings and up to three (3) complete set of 24” x 36” drawings for bidding submittal. BEC shall submit one (1) electronic copy in AutoCAD Version 2019 and pdf format. All additional reproduction shall be completed by others.

5. BEC shall submit one (1) electronic copy in Word for the project specifications. All additional reproduction shall be completed by others.

Task 2 – Permitting

1. BEC shall submit plans to KHA to obtain required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.

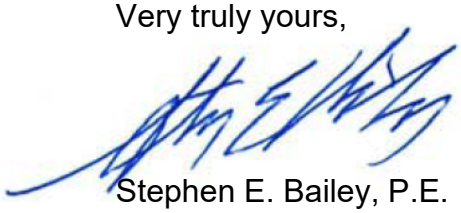
Task 3 - Bidding

1. BEC shall provide responses to bidder's questions and assist KHA in bidding services as required.

Services not specifically defined are not included. Design tasks will be performed on a lump sum basis. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item. Our fee for this work shall be $30,000.00. Our fee will be billed at agreed to intervals as project design progresses.

Design	$ 27,600.00
Permitting	$ 1,000.00
Bidding	$ 1,400.00
Total	$ 30,000.00

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED_____DATE_____

KH-24-039D

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-166
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - Alpha General Services, PEP Tanks		
Summary:	This is a request for authorization of a sole source procurement of Pretreatment Effluent Pumping (PEP) tanks and components provided by Alpha General Services, Inc, as purchases are expected to exceed the staff-authorized procurement threshold of $25,000 from this single vendor for the current fiscal year. The City is responsible for maintaining over 1,600 existing fiberglass PEP tank systems throughout the City's service area. Geographical areas utilizing PEP tanks generally include: Breakaway Trails, Hunter's Ridge, Tymber Crossings, Indian Springs, and Saddlers Run. The PEP tank systems from Alpha General Services were in use when the City acquired the Breakaway Trails utility system and the PEP tanks themselves need routine replacement as they reach the end of their intended service life. The average service life of a PEP tank is approximately 15-20 years, whereas the pumps average 5 years. Alpha General Services has continuously met the City's PEP systems needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Fiberglass tank products utilized throughout the City's service area. The intent to utilize a sole source vendor was advertised via Demandstar on June 13, 2024.		
Financial Impact:	Funding in the amount of $300,000 for purchase of PEP system tanks and components is included in the FY 2024-25 Fund 409 - Water and Wastewater Renewal and Replacement.		
Citizen Impact:	Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services promotes		

	efficiency, system reliability, and effective critical equipment response activities for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the sole source procurement of standardized PEP tanks and components provided by Alpha General Services, Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-166 PEP Tanks & Equip-Alpha General (P24-0147G) 2. Sole Source Form - Alpha 3. Sole Source Letter - alpha 2024
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-166

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 1600 pretreatment effluent pumping (PEP) tanks and components from Alpha General Services, LLC which have been used within the City for the past 30 years, and

WHEREAS, Alpha General Services, LLC manufactures the only parts that are compatible with the City's existing PEP tanks, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various replacement and repair parts from Alpha General Services, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $300,000.00 for FY 2024-2025, and

WHEREAS, the City Manager has certified that the money for the payment of the parts has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various replacement and repair parts for the City's PEP tanks from Alpha General Services, LLC on an as-needed basis using Purchase Orders for each purcahse, the cumulative total of which shall not exceed $300,000.00 for FY 2024-2025, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 6/12/24

Vendor: Alpha General Services

Cost: $300,000.00

Requested by: Doug Chisholm, WW Coll/Reuse Supervisor Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purchase of new system and replacement components to support new installations, scheduled rehabilitation, and unscheduled repair of Pretreatment Effluent Pumping (PEP) tanks and systems used extensively for residential sewer collection for the West Ormond areas of Breakaway Trails, Hunter's Ridge, Tymber Crossing, and Saddler's Run. These specialized parts are compatible with existing 1050-gallon PEP tank systems currently in operation. The PEP system tanks and tank components are comprised of fiberglass having specific opening sizes and clearances for manways, pump chamber inserts, risers, and lids. Additional equipment includes the simplex control panel, high-water alarm float, and an electrical junction box.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Alpha General PEP tank systems were installed in the West Ormond area by its original developer prior to the City acquiring operation and maintenance responsibility for the system. Over the past decades, these systems have been installed to maintain a relative compatibility of componenet spare parts and operator familiarity with system installation and repair. The PEP systems, in conjunction with the City's low-pressure sewer force main system, serves the primary sanitary sewer collection system needs for the residential areas described above. The Alpha General Services, LLC tanks and accessories are compatible with existing 1,600-plus PEP system units and controls currently operating in the area.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

PEP system tanks and components from Alpha General Services, LLC have bee used in West Ormond for over three (3) decades. Other PEP systems and configurations are available; however, compatible repair and replacement parts from Alpha General Services, LCC are required to support the specific manufacturer accessory tolerances and configurations. Although other PEP system manufacturers are evaluated and considered for use from time to time, staff must appropriately and efficiently maintain the 1,600 existing systems in the collection system at present.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

June 7, 2024

City of Ormond Beach
501 North Orchard Street
Ormond Beach, FL 32174

Re: Alpha General PEP Tanks

Alpha General Services, LLC is the only company that manufactures the Alpha fiberglass 1050 gallon PEP tank and the Alpha 16" pump chamber.

Thank You,

Brian Radonski
Alpha General Services, LLC
1578 Alpha Road East
P. O. Box 3331
Sebring, FL 33871-3331
(863) 382-1544
Fax (863-382-0567

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-167
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - Fluid Control Specialists, Rotork Actuators		
Summary:	This is a request for authorization of a sole source procurement of Rotork Actuators products and services provided by Fluid Control Specialists, Inc., as purchases are expected to exceed the staff-authorized procurement threshold of $25,000 from this single vendor for the current fiscal year. The City is responsible for maintaining several actuated utility valves throughout the City's service area. Actuated valves are valves that regulate fluid flow through pipes typically through the use of an attached actuator to the valve allowing the valve to be controlled in an automatic manner. The benefit of the automatic control allows utility operations to control these valves remotely, at pre-set times, or based on process feedback. Rotork actuators have been installed at facilities such as the Water Treatment Plant and the Water Reclamation Facility. Rotork valve actuators are also in use throughout the City's service area on raw water valves, potable water valves, force main valves, and reclaimed water valves. In order to maintain the anticipated level of service from these locations, staff needs to replace components that have reached the end of their intended service life. Fluid Control Specialists, Inc. has continuously met the City's Rotork products needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Rotork products. The intent to utilize a sole source vendor was advertised via Demandstar on June 13, 2024.		
Financial Impact:	Funding for the purchase of Fluid Control Specialists, Inc. products and services is included in the FY 2024-25 Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs for products and services is $150,000.		

Citizen Impact:	Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services promotes efficiency, system reliability, and effective critical equipment response activities for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the sole source procurement of standardized Rotork actuators and services from Fluid Control Specialists, Inc..
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-167 Rotork parts&svc - Fluid Control (P24-0149G) 2. Sole Source Form - Fluid Control Rotork 3. Rotork Sole Source Letter 12_5 _2024
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-167

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Rotork actuators have been installed at several city facilities, including the water treatment plant and the water reclamation facility, and

WHEREAS, Fluid Control Specialties, Inc. supplies the only Rotork products and repair services that are compatible with the City's existing Rotork actuators, and therefore, this purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Rotork products and repair services from Fluid Control Specialties, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $150,000.00 for FY 2024-2025, and

WHEREAS, the City Manager has certified that funds for the products and repair services have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and the Water & Wastewater Operating Fund (401) and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of Rotork products and repair services from Fluid Control Specialties, Inc. on an as-

needed basis using Purchase Orders, the cumulative total of which shall not exceed $150,000.00 for FY2024-2025, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund and the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 06/12/24

Vendor: Fluid Controls Specialties, Inc.

Cost: $150,000.00

Requested by: Mike Stephenson, Utilities Engineer

Department: Public Works

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
This is for the purchase of Rotork products and services for the City's actuated valves on utility piping valves. These products and services are provided by Fluid Controls Specialties, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Rotork actuators have been the City's standard actuators in operation throughout the City's utility system for many years. Rotork actuators have been installed at several facilities in Ormond Beach, such as the Water Treatment Plant, and the Water Reclamation Facility. Rotork actuators can be utilized on raw water valves, potable water valves, force main valves, reclaimed valves, or treatment process valves.

We receive excellent Customer Support from Fluid Controls Specialties, Inc. and overall standardization of equipment reduces storage needs, additional training requirements, and overall costs.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Fluid Control Specialties, Inc. is the sole and exclusive representative for the Rotork Actuator product line in Florida's municipal (Utilities) market and is exclusive to the City's account.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com

January 8, 2024

Attn: To whom it may concern

Subject: Sole Source Representative

To whom it may concern,

Rotork Controls, Inc. is the sole manufacturer of Rotork products and associated equipment. Fluid Control Specialties, Inc. located in Sanford, Florida is the sole and exclusive Municipal representative for Rotork actuators within the state of Florida, including all counties east of Rt. 231. Counties excluded are Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, and Gulf.

No other representative can sell products; provide OEM replacement parts, maintenance, repair services, field services and technical support for Rotork Controls, Inc. within the state of Florida excluding the counties identified above.

Products will be deemed out of warranty if any ancillary equipment associated with the installation of said products is done by anyone other than the aforementioned representative
Your contact for Fluid Control Specialties, Inc. is:

Robert Whritenour
111 Maritime Drive
Sanford, Florida 32771
Office: 407.302.5611
Fax: 407.302.5612
Email: robert.whritenour@fc-spec.com

If you have questions regarding this issue, please contact me at (904)334-0614

Sincerely,

Jack Burns

Jack Burns
Area Sales Manager - Florida

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-168
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - Ferguson Water Works, Neptune Water Meters		
Summary:	This is a request for authorization of a sole source procurement of Neptune Water Meters and components provided by Ferguson Water Works, as purchases are expected to exceed the staff-authorized procurement threshold of $25,000 from this single vendor for the current fiscal year. The City is responsible for maintaining over 23,000 potable water meters throughout the City's service area. The City has standardized its water meter products to be those manufactured by Neptune Technology Group, Inc. Whenever an existing meter needs to be replaced, or when a new meter is required, City staff will install a new meter. having a supply of these meters on hand is crucial to utility operations, as such City staff need to regularly restock on Neptune meters. A price list providing the current prices for Neptune meters is attached for reference; typical residential meters are 5/8" which as of November, 2023 are approximately $230.00 each. Ferguson Water Works has continuously met the City's Neptune Water Meter needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Neptune Water Meter products. The intent to utilize a sole source vendor as advertised via Demandstar on June 10, 2024.		
Financial Impact:	Funding for the purchase of Neptune Water Meters and components is included in the FY 2024-25 Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs is $450,000.		

Citizen Impact:	Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services promotes efficiency, system reliability, and effective critical equipment response activities for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the sole source procurement of Neptune Water Meters and components provided by Ferguson Water Works.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-168 Neptune wtr meters-Ferguson (P24-0158G) 2. Sole Source Form - Ferguson 3. Neptune Meters - Ferguson - City of Ormond Beach - Sole Source Letter 2024 4. 2024 Neptune Price list
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-168

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND PARTS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 23,000 Neptune water meters installed throughout the City, and

WHEREAS, Ferguson Enterprises, LLC supplies the only Neptune water meters and parts that are compatible with the City's existing meters, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $450,000.00 for FY 2024-2025, and

WHEREAS, the City Manager has certified that funds for the equipment have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and the Water & Wastewater Operating Fund (401) and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of Neptune water meters and parts from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed $450,000.00 for

FY2024-2025, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund and the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 8/31/23

Vendor: Ferguson Waterworks

Cost: $300,000/year

Requested by: Ryan Roessler, Water Distribution Supervisor

Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
This is for the purpose of providing Neptune meters and associated parts for the City's water distribution system residential, commercial and industrial meters and associated parts at each property served by the City's water utility.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):
Ferguson supplies the only Neptune water meters and associated parts that are compatible with the City's existing water meters, for the distribution system. Neptune meters and associated parts are now currently installed in over twenty thousand locations throughout the City's distribution system. The software for radio reading the meters in proprietary for Neptune meters and will not work with other brands. The City has used Neptune meters for over 15 years, making this the City standard for reliable operations and to maintain consistency with existing equipment and reduce the types of spar parts needed.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):
Ferguson Waterworks is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

NEPTUNE
TECHNOLOGY GROUP

June 6, 2024

Ryan Roessler,
City of Ormond Beach

Dear Mr. Roessler,

Please note that Ferguson Water Works., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matt Finch
Territory Manager
Neptune Technology Group, Inc.

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

FERGUSON Waterworks
Meter & Automation Group

11/29/2023

City of Ormond Beach
P.O. Box 277
Ormond Beach, Fl. 32175-0277

RE: – PRICE AGREEMENT - NEPTUNE/FERGUSON GROUP PRODUCT 2024 TERM

Description	Unit Price
Neptune, 5/8"x3/4" T10 PB Meter Complete W/R900i Pit Gal. Reg.	$230.75
Neptune, 5/8"x3/4" T10 PB Meter Complete W/ProCoder Wired Reg.	$153.50
Neptune, 1" T10 Meter Complete W/R900i Pit Gal. Reg.	$377.00
Neptune, 1" T10 Meter Complete W/ProCoder Wired Reg.	$299.75
Neptune, 1 ½" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	$782.00
Neptune, 1 ½" T10 Flg. Meter Complete W/ProCoder Wired Reg.	$704.50
Neptune, 2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	$1,016.75
Neptune, 2" T10 Flg. Meter Complete W/ProCoder Wired Reg.	$939.50
Neptune, 2" Bronze Flanged Meter Strainer	$578.75
Neptune, 3" Bronze Flanged Meter Strainer	$971.50
Neptune, 4" Bronze Flanged Meter Strainer	$1,780.75
Neptune, 6" Bronze Flanged Meter Strainer	$2,548.75
Neptune, 8" Bronze Flanged Meter Strainer	$4,258.75
Neptune, 10" Bronze Flanged Meter Strainer	$6,548.00
Neptune, 4" Stainless Steel UL-FM Basket Strainer	$3,488.00
Neptune, 6" Stainless Steel UL-FM Basket Strainer	$5,925.00
Neptune, 8" Stainless Steel UL-FM Basket Strainer	$9,804.50
Neptune, 10" Stainless Steel UL-FM Basket Strainer	$12,628.00
Neptune, 5/8"x3/4" T10 PB Bare Meter (Less Register)	$61.80
Neptune, R900 Cellular Wall Endpoint	$163.25
Neptune, R900 Cellular Pit Endpoint W/Internal Antenna	$170.00
Neptune, R900 Replacement Pit Coax Antenna Only, 6'	$51.50

FERGUSON Waterworks
Meter & Automation Group

Neptune, First Net Pit Coax Antenna Only, 6'	$54.00
Neptune, R900i Pit Gallon Register Only – *Any Size/Model*	$181.50
Neptune, ProCoder Wired Register Only – *Any Size/Model*	$104.25
R900i Registers available as Ecoder or ProCoder model – same price.	
Neptune, 1 ½" Mach 10 R900i Water Meter – *Any Length*	$875.50
Neptune, 1 ½" Mach 10 Stand Alone Water Meter – *Any Length*	$731.50
Neptune, 2" Mach 10 R900i Water Meter – *Any Length*	$1,110.50
Neptune, 2" Mach 10 Stand Alone Water Meter – *Any Length*	$966.25
Neptune, 3" Mach 10 R900i Gallon Meter – *12" Lay Length*	$3,074.50
Neptune, 3" Mach 10 Stand Alone Gallon Meter – *12" Lay Length*	$2,930.25
Neptune, 3" Mach 10 R900i Gallon Meter – *17" Lay Length*	$3,151.75
Neptune, 3" Mach 10 Stand Alone Gallon Meter – *17" Lay Length*	$3,007.50
Neptune, 4" Mach 10 R900i Gallon Meter – *14" Lay Length*	$3,893.50
Neptune, 4" Mach 10 Stand Alone Gallon Meter – *14" Lay Length*	$3,749.25
Neptune, 4" Mach 10 R900i Gallon Meter – *20" Lay Length*	$3,996.50
Neptune, 4" Mach 10 Stand Alone Gallon Meter – *20" Lay Length*	$3,852.25
Neptune, 6" Mach 10 R900i Gallon Meter – *18" Lay Length*	$6,576.50
Neptune, 6" Mach 10 Stand Alone Gallon Meter – *18" Lay Length*	$6,432.50
Neptune, 6" Mach 10 R900i Gallon Meter – *24" Lay Length*	$6,736.00
Neptune, 6" Mach 10 Stand Alone Gallon Meter – *24" Lay Length*	$6,592.00
Neptune, 8" Mach 10 R900i Gallon Meter – *20" Lay Length*	$10,295.00
Neptune, 8" Mach 10 Stand Alone Gallon Meter – *20" Lay Length*	$10,151.00
Neptune, 10" Mach 10 R900i Gallon Meter – *26" Lay Length*	$12,823.00
Neptune, 10" Mach 10 Stand Alone Gallon Meter – *26" Lay Length*	$12,679.00
Neptune, 12" Mach 10 R900i Gallon Meter – *19.7" Lay Length*	$14,873.00
Neptune, 12" Mach 10 Stand Alone Gallon Meter – *19.7" Lay Length*	$14,728.50

FERGUSON Waterworks

Meter & Automation Group

Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription	
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	$7.06
Neptune 360 SaaS Platform (AMR) Annual Subscription	
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	$1.99
Neptune, R900 Belt Clip Transceiver	$6,600.00
Neptune, MRX920 Mobile Data Collector	$10,950.00

Freight: Allowed – FOB: City of Ormond Beach Payment Terms: Net 30 Days – Check or ACH only.
Price Term: 1/1/2024 – 12/31/2024*
**(Due to current economic conditions, pricing subject to change prior to end of term).*

On behalf of everyone at Ferguson Waterworks and Neptune Technology Group, Inc., I would like to thank the City of Ormond Beach for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Jarad Olson

AMR/AMI Specialists – Meter & Automation Group
Ferguson Waterworks
Phone: 352-504-1601
Email: jarad.olson@ferguson.com

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-169
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - Tom Evans Environmental, Peerless Pumps		
Summary:	This is a request for authorization of a sole source procurement of Peerless Pumps and services provided by Tom Evans Environmental, as purchases are expected to exceed the staff-authorized procurement threshold of $25,000 from this single vendor for the current fiscal year. The City is responsible for maintaining several pumping stations throughout the City's service area. These stations generally include the High Service and Aeration pumping stations at the Water Treatment Plant, the Breakaway Trails reclaimed storage and pump station, and the Shadow Crossings reclaimed storage and pump station, etc. In order to maintain the anticipated level of service from these stations, staff regularly replaces components that have reached the end of their intended service life. For many of these pumps, the City has standardized the use of Peerless branded pumps; these pumps have proven their reliability, value, and provide exemplary customer and user support. Tom Evans Environmental has continuously met the City's Peerless products needs and provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Peerless products utilized throughout the City's service area. The intent to utilize a sole source vendor was advertised via Demandstar on June 10, 2024.		
Financial Impact:	Funding for the purchase of Peerless Pump products is included in the FY 2024-25 Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs for pumps and services is $300,000.		

Citizen Impact:	Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services promotes efficiency, system reliability, and effective critical equipment response activities for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the sole source procurement of standardized pumps and services Tom Evans Environmental for Peerless Pumps and products.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-169 Peerless Pumps-Tom Evans (P24-0146G) 2. Sole Source Form - Peerless 3. Peerless Sole Source Letter - City of Ormond Beach
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-169

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PEERLESS PUMP PRODUCTS AND REPAIR SERVICES FROM TOM EVANS ENVIRONMENTAL ON AN AS-NEEDED BASIS FOR PUMPING STATIONS THROUGHOUT THE CITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are numerous vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps at several pumping stations throughout the City which are all outfitted with Peerless pump products, and

WHEREAS, Tom Evans Environmental supplies the only Peerless pump parts and repair service that are compatible with the City's existing pumping station equipment, and therefore, the purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various Peerless pump products and repair services from Tom Evans Environmental on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $300,000.00 for FY 2024-2025, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Renewal and Replacement Fund (409) and Water and Wastewater Operating Fund (401) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various Peerless pump products and repair services for the City's pumping stations from Tom Evans Environmental on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed $300,000.00 for FY 2024-2025, and payment thereof from the Water and Wastewater Renewal and Replacement Fund and the Water and Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 06/07/24

Vendor: Tom Evans Environmental, Inc.

Cost: $300,000.00

Requested by: Mike Stephenson, Utilities Engineer

Department: Public Works

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
This is for the purchase of Peerless Pump products and services for the City's vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps. These products and services are provided by Tom Evans Environmental, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Peerless Pumps have been the City's standard for most of the vertical and split case pumps in operation throughout the City for many years. Peerless pumps have been installed at several facilities in Ormond Beach, such as the Breakaway Trails Reclaimed Storage & Pump Facility, Shadow Crossing Reclaimed Storage & Pump Facility, and the WTP high service pump station.

We receive excellent Customer Support from Tom Evans Environmental and overall standardization of equipment reduces storage needs, additional training requirements, and overall costs.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Tom Evans Environmental is the sole and exclusive representative for the Peerless Pump product lines in peninsular Florida's municipal (Water Utility) market and is exclusive to the City's account.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

June 7, 2024

Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Stephenson,

Please accept this letter as formal notification to the City of Ormond Beach that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-170
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Sole Source Procurement - Xylem Water Solutions, Flygt Pumps		
Summary:	This is a request for authorization of sole source procurement of Flygt Products pumping equipment sales and services, provided by Xylem Water Solutions, USA Inc., for annual purchases that are to exceed the City's Manager's purchasing authority of $25,000 during the fiscal year. The City has developed standards for wastewater submersible pumping systems utilizing Flygt pump and controls equipment. As a result, the majority of the City's 95 remote lift stations and several in-plant pump components contain equipment manufactured by Flygt. Over the past several decades, Flygt pumps have consistently proven to be reliable for use in the City's wastewater collection system. Xylem has provided supporting sales and services in a timely manner, resulting in a positive relationship with Xylem representatives. In order to maintain the level of service anticipated from the City's wastewater collection system, Flygt pumps need to be routinely replaced as they reach the end of their intended service life. Xylem Water Solutions has continuously met the City's Flygt wastewater pumping needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for Flygt products. The intent to utilize a sole source vendor was advertised via Demandstar on June 10, 2024.		
Financial Impact:	Funding for Flygt pump replacement purchases and repair costs are included in the FY 2024-25 Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated costs is $600,000.		
Citizen Impact:	Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services promotes		

	efficiency, system reliability, and effective critical equipment response activities for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the sole source procurement of pumps, motors, equipment, controls, and repair services provided by Xylem Water Solutions USA, Inc. for Flygt pumps and products.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-170 Pumps=Flygt-Xylem (P24-0148G) 2. Sole Source Form - Xylem 3. City of Ormond Beach - Flygt municipal products
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/18/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-170

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are 95 lift stations that exist within the City which have been in place for many years, and

WHEREAS, Xylem Water Solutions USA, Inc. manufactures the only Flygt parts that are compatible with the City's existing lift stations, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various Flygt pumping and controls equipment and repair services from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $600,000.00 for FY 2024-2025, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Renewal and Replacement Fund (409) and the Water and Wastewater Operating Fund (401) and is not appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various Flygt pumping and controls equipment and repair services for the City's lift stations from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed $600,000.00 for FY 2024-2025, and payment thereof from the Water and Wastewater Renewal and Replacement Fund and Water and Wastewater Operating Fund..

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 6/06/24

Vendor: Xylem Water Solutions, Inc.

Cost: TBD

Requested by: Ron Burk, Equipment Maintenance Supervisor Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:
This is for the purpose of Flygt pumping and controls equipment and repair services for the City's wastewater collection system lift stations and certain treatment system components provided by Xylem Water Solutions USA, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Flygt has been the standard pumping equipment and control system for most all of the wastewater collection system pumping stations in operation throughout the City for many years. Flygt duplex and triplex sewage pumping stations are now currently installed in approximately ninety-five (95) locations throughout the City. Flygt pumping equipment is also in operation at the internal recycle pump room and in-plant dewatering wetwell at the City's water reclamation facility (WRF). Reliable operations standards require staff to maintain consistency with existing equipment and reduce the types of spare parts needed and have readily available capacity to perform pump replacement activities and procure critical factory repair services.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Xylem Water Solutions USA, Inc is the only authorized vendor for equipment replacement and service repair and warranty organization in the State of Florida for Flygt pumps and equipment. Flygt pumps are considered to be the standard for Ormond Beach wastewater collection and treatment facility systems.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

XYLEM INC. – FLYGT PRODUCTS
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

June 6, 2024

City of Ormond Beach
Attn: Mike Stephenson

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised the Xylem, Inc. the only authorized vendor for Flygt municipal products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

XYLEM, INC.

David Williams

*Flygt Products include submersible pumps, mixers, valves, M&C products, Syracuse safe hatch access covers and control panels.

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-171
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Sole Source - Volli Communications, SIP Trunk for Telephone Network		
Summary:	This is a request for the City Commission to authorize the City's sole source procurement of Volli Communications services, a session initiation protocol (SIP) provider that is responsible for integration of the City's internal phone system with external callers. Fortinet, the vendor selected to implement the City's new telecommunication platform, partners exclusively with Volli for these these services and has developed a successful partnership to deliver industry-leading, efficient, secure, and redundant voice system. The integration of the Volli Communications Secure SIP with Fortinet delivers crystal-clear call quality with an abundance of options. In addition, Volli has provided Fortinet with complete visibility of direct diagnostic tools and controls via a secure advanced programming interface (API), allowing Fortinet platforms to fully integrate with the City's systems in real time, making number selection, provisioning, and account changes virtually instantaneous. Volli also provides inbound and outbound minutes, outbound caller ID, failover routing per number, and digital emergency 911 services.		
Financial Impact:	The session initiation protocol (SIP) component of the telecommunications system is included in the Information Technology Division budget within the General Fund. The total cost for the three year agreement is $31,470.20. Sufficient funding has been included in the FY 2024-25 budget for this contract.		
Citizen Impact:	A reliable and consistently operating phone system is required for reliable citizen interactions in the City.		
Recommended Action (Staff,	Staff recommends approval of Volli Communications SIP trunk which supports the new FortiVoice VoIP telephone system.		

Advisory Board and/or Other):		
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031	
Attachments:	1. 24-171 Volli SIP svcs (P24-0138G) 2. City of Ormond Beach 2024 contract (002) 3. City of Ormond Beach Volli SIP Trunk Quote 4. Volli-Fortinet Sole Source Justification 2024 5. sb-volli-communications solution brief 2024	
Approval:	Kelly McGuire, Finance Director	9/10/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/19/2024
	Joyce Shanahan, City Manager	9/25/2024

RESOLUTION NO. 2024-171

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF SESSION INITIATION TRUNKING SERVICES FROM VOLLI COMMUNICATIONS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is in the process of upgrading its telecommunications system using Fortinet equipment, and

WHEREAS, Volli Communications, Inc. provides session initiation trunking services that will fully integrate with the new Fortinet equipment, and therefore, this purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of session initiation trunking services from Volli Communications, Inc. in the amount of $31,471.20 for an initial three-year term, and

WHEREAS, the City Manager has certified that funds for the services have been appropriated to the credit of the General Fund (301)and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of session initiation trunking services from Volli Communications, Inc. in the amount of $31,471.20 for an initial three-year term and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

CUSTOMER MASTER SERVICES AGREEMENT

This CUSTOMER MASTER SERVICES AGREEMENT (this "Agreement"), dated as of September 04, 2024, is entered into by and between **VOLLI COMMUNICATIONS INC**. ("Volli"), 790 Windmiller Drive, Pickerington, OH 43147 and **CITY OF ORMOND BEACH,** ("Customer"), 22 S. Beach Street, Ormond Beach, FL 32174. Customer and Volli are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

Volli is an Ohio corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio, authorized to conduct business in the State of Florida;

Volli is an independent Voice Over IP business telephone service provider.

In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Volli and the Customer desire to enter into this Agreement to establish the terms, limitations, and respective rights and obligations of each party herein which shall be effective upon execution of the Parties and have the following term:

Term: Thirty-six (36) months ("Term").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

By executing this Agreement, the parties have accepted and agreed to all of the terms and conditions set forth in this Agreement including the Standard Terms of Service.

"Volli"	"Customer"
VOLLI COMMUNICATIONS, INC.	CITY OF ORMOND BEACH
By: Terry Madden Terry Madden	By: _____ Bill Partington, Mayor
Its: President	Its: _____ Joyce Shanahan, City Manager
Dated: 09/04 ,20 24.	Dated: _____, 20___.

AGREEMENT

NOW, THEREFORE**,** in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy is hereby acknowledged, Volli and Customer hereby agree as follows

1. Services; Quantity; Pricing. Subject to the terms and conditions of this Agreement, during the Term, Volli agrees to sell to Customer the Service elements specified in **Exhibit A** hereto at the prices specified herein, in such quantities as and when requested from time to time by a Customer and agreed to by a Volli. The volumes specified herein are non-binding, good faith estimates of the quantity of Service elements that Customer may order from Volli during the Term. [To the extent that Customer identifies significant changes to any the volumes forecasted herein, Customer will communicate such changes to Volli in a timely manner.] Forecasts are for informational purposes only and do not create any binding obligations on behalf of either Party.

2. Purchase Orders. Customer will issue one or more purchase orders by email or other mutually agreed form (the "Purchase Orders") to Volli with respect to the orders for the Services. Volli shall confirm the receipt of each Purchase Order issued hereunder within three (3) days following Volli's receipt thereof. If Volli fails to issue a confirmation within the time set forth in the previous sentence, or commences performance under such Purchase Order without providing confirmation, Volli will be deemed to have accepted the Purchase Order. All Purchase Orders and purchases of Services under this Agreement shall be subject to the express terms and conditions set forth herein. Without limiting the generality of the foregoing, no additional or different terms in any Purchase Order, invoices, acceptances, delivery receipts, confirmations or other documents issued by either Party shall be effective unless expressly agreed to in writing by both Parties.

3. Pricing and Payment. Pricing for each Service element will be as set forth on **Exhibit A** hereto. Volli shall invoice Customer for the Services monthly in arrears. Invoices must be in acceptable form and include detailed information regarding Service element usage during the month. Invoices will be sent to the Customer as directed by the Purchase Order. Volli payment terms will be Net 30 EOAP. Customer utilizes an End of Accumulation Period (EOAP) payment system. Customer shall pay undisputed amounts on the first Accumulation Period Payment Date (as defined below) falling 30 days after Customer's receipt of Volli's complete and accurate invoice. "Accumulation Period Payment Date" means: (a) for invoices whose 30 day payment term ends between the 1st and the 15th day of the applicable month, the 15th day of such month; and (b) for invoices whose 30 day payment term ends after the 15th day of the applicable month, the 2nd day of the following month. Such payment terms will apply to each Purchase Order unless different payment terms are set forth in the Purchase Order.

4. Service Terms. Volli shall provide the Services to Customer in accordance with the terms set forth on **Exhibit B** hereto. Customer's acceptance of any Services will not be deemed to be a waiver or limitation of Volli's obligations pursuant to this Agreement (or any breach thereof), including those obligations with respect to Volli's Service warranties and Volli's duty to indemnify Customer.

5. Warranties. In additions to the representations and warranties set forth in the Standard Terms, Volli represents and warrants to Customer that (i) all Services conform to the applicable Internet Engineering Task Force (IETF) specifications for SIP services with any deviation

from those specifications as agreed by Volli and Customer (ii) all Products are in compliance with all applicable foreign, federal, state, and local laws, regulations and legal requirements;

6. Force Majeure. Any failure or delay by a Party in performance of its obligations under this Agreement shall not constitute a breach of such Party's obligations hereunder to the extent it arises from any cause or causes beyond the reasonable control of such Party (a "Force Majeure Event"), including, without limitation, acts of God or nature, fires, explosions, acts of public enemy, war, terrorism, rebellion, insurrection, riot, sabotage, invasion, epidemic, quarantine, or order or action by any governmental agency. The affected Party shall (a) promptly give written notice to the other Party describing the force majeure event, its expected duration, and the expected effect on the Party's performance under this Agreement and (b) take prompt action as reasonable to remedy the situation. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. In the event that the impacted Party's failure or delay remains uncured for a period of 15 days following written notice given by it under this Section 9, the other Party may thereafter terminate this Agreement or any Purchase Order upon 2 days' written notice.

7. Availability Service Level. Volli acknowledges that any interruption in the delivery of the Services hereunder could result in serious financial consequences for Customer and its customers. Volli acknowledges that a key consideration for Customer to enter into this Agreement is Volli's assurance that it will use commercially reasonable efforts to provide the Services on an uninterrupted 24 hour, 365 days per year basis (the "Availability Service Level"). If in any given month the Services are not available at least 99.99% of the time, Availability Service Level agreement will not have been met (e.g., a "Service Level Default"). In a month with a Service Level Default, the Volli's fees for Services during the month where such Service Level Default occurred shall be reduced by 10% (ten percent).

8. Termination. Either Party may terminate this Agreement or any Purchase Order hereunder if the other Party (a) materially defaults or breaches its obligations hereunder and does not cure such default or breach within 30 days of its receipt of notice thereof from the non-breaching Party or (b) becomes the subject of any federal, state or foreign bankruptcy, reorganization or other insolvency proceedings, voluntary or involuntary, or liquidates or dissolves its business or attempts to do so. Any termination under this Section shall be without liability to the terminating Party, except to the extent of any outstanding and unpaid invoices from Volli to Customer at the time of termination for Services actually provided to Customer prior to termination. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to Volli. The Initial Service Term of a particular service shall mean the minimum term set forth in the service order form, beginning as of the installation date of the service. Upon expiration of the initial service term, the service shall renew on a month-to-month basis until terminated by either party upon at least thirty (30) days' written notice.

9. Early Termination Fee. Early termination charges are defined as the sum on the monthly recurring service charges, excluding any taxes, fees or regulatory charges, multiplied by the number of months remaining of the Initial Service Term. In the event of termination of this Agreement prior to the end of the Term, Customer agrees to pay to Volli an early termination fee as follows:

Volli Connect (SIP Trunking)

- Volli requires that all TNs (telephone numbers) remain on Volli service for a minimum of one year after FOC (firm order commit) date. If the customer cancels service within the first year, the customer will be subject to a cancellation fee of $5 (USD) per TN. After the first

year, Volli will not charge a port out fee for any TNs.

10. Standard Terms. All purchases of Products under this Agreement shall be subject to Volli's Standard Terms and Conditions in effect from time to time (the "Standard Terms"), except to the extent that such Standard Terms conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.

11. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY ORREPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANYIMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. VOLLI SPECIFICALLY DISCLAIMS ALL LIABILITY AND OBLIGATIONS WITHRESPECT TO ANY THIRD-PARTY SERVICE PROVIDERS.

12. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES DUE UNDER THIS AGREEMENT). LIABILITY FOR DAMAGES AGAINST VOLLI SHALL BE LIMITED TO THE HIGHER OF VOLLI'S INSURANCE COVERAGE OR FEES PAID BY CUSTOMER UNDER THE CONTRACT.

13. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT VOLLI, ITS AGENTS, REPRESENTATIVES, ITS UNDERLYING CARRIERS AND ANY THIRD PARTIES INVOLVEDIN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES SHALL NOT INCURANY LIABILITY, DIRECT OR INDIRECT, TO CUSTOMER, ITS EMPLOYEES, CUSTOMERS OR LICENSEES ARISING OUT OF THE PROVISION OR FAILURE TO PROVIDE 911 SERVICES TO END USERS OR TO ANY HOLDER OF A TELEPHONE NUMBER ISSUED BY VOLLI PURSUANT TO THIS AGREEMENTWHO DIALS OR ATTEMPTS TO DIAL THE DIGITS "911" OR ANY OTHER EMERGENCY SERVICES NUMBER.

14. **PARTIAL INVALIDITY.** If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute therefore.

15. **ASSIGNMENT**. Neither party may assign the Agreement without the written consent of the other party, which consent shall not unreasonably be withheld or delayed; provided that no such consent shall be required for any assignment by a party to an Affiliate or to an entity which succeeds to all or substantially all of such party's assets, stock or business whether by merger, sale or otherwise.

16. **GOVERNING LAW**. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state circuit court, Seventh Judicial Circuit in and for Volusia County, Florida.

17. **ENTIRE AGREEMENT**. This Agreement, including the attached Exhibits, and all Purchase Orders under this Agreement and which are signed by both parties, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the

Service. Any modification to this Agreement shall be in writing signed by authorized representatives of both Parties. This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

18. **WAIVER**. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

Exhibit A

Services; Quantities; Pricing.

Service Element	Quantity	Unit Price	Monthly Amount
Volli Connect	48	$11.00	$528.00
Ported TNs	300	$0.25	$75.00
Purchased sequential TNs w/ E911	452	$0.60	$271.20
Total (USF and Taxes Extra)			**$874.20**
TN = telephone numbers:			

Service Element Definitions

1. Volli Connect – each call path includes 1 TN w/ E911.

Exhibit B

Standard Service Terms & Conditions

1. 911 & SERVICE LIMITATIONS: The Federal Communications Commission (FCC) requires that Volli provide E911 Service to all Customers who use Volli services within the United States.

- **911 SERVICE ACKNOWLEDGEMENTS. CUSTOMER ACKNOWLEDGES THAT VOLLI'S SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 3 AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT VOLLI HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH VOLLI E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. VOLLI ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

- **ELECTRICAL POWER. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.**

- **INTERNET ACCESS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.**

- **VOLLI E911 SERVICE IS A MANDATORY COMPONENT OF ALL OUTBOUND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. CUSTOMERS WHO SUBSCRIBE TO VOLLI E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT WITH VOLLI, EITHER ON THE SECURE MEMBER'S PORTAL WEBSITEOR BY CALLING CUSTOMER SUPPORT, AND AGREE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. CUSTOMER ACKNOWLEDGES THAT VOLLI'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY VOLLI WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO VOLLI BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, VOLLI MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.**

- **CUSTOMERS WHO ARE REQUIRED TO SUBSCRIBE TO VOLLI E911 SERVICE WILL BE SUBJECT TO A**

MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE RESIDENTIAL OR BUSINESS PLAN CHARGES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR E911 SERVICE IS ASSESSED ON A "PER-LOCATION RECORD" BASIS (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES VOLLI FOR THE DIRECT COSTS IT INCURS IN PROVIDING E911 SERVICE, INCLUDING EXPENSES VOLLI INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. VOLLI RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 11) REGARDING CHANGES TO THE AGREEMENT, SERVICES OR PLAN).

- **CUSTOMER ALSO ACKNOWLEDGES THAT VOLLI E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE VOLLI E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMERS SHOULD CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON VOLLI E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH VOLLI E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:**

  i. **VOLLI E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S DATA, PHONE OR VIDEOPHONE FAILS OR IS WITHOUT ELECTRICAL POWER.**

  ii. **CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT NEITHER VOLLI NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WILL BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING VOLLI TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S VOLLI SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR**

RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE VOLLI SERVICE, INCLUDING FOR E911 PURPOSES.

iii. **AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO OUR NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE**.

iv. THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING Volli E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE Volli E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE Volli NETWORK, THERE IS A POSSIBILITY THAT A Volli 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

v. **IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE VOLLI EQUIPMENT WILL BE LOCATED VOLLI THE TIME OF ACTIVATION OF THE SERVICE, VOLLI E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR. TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT.**

2. PROHIBITED USES: Any use of the services or any other action that causes a disruption in the network integrity of VOLLI or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the services at the sole discretion of VOLLI. Customer understands that neither VOLLI nor its vendors are responsible for the content of the transmissions that may pass through the internet and/or the services. Customer agrees that it will not use the services in ways that violate laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements), infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services for its own internal use only, and shall not resell, transfer or make a charge to the Services without the advance express written permission of VOLLI. VOLLI'S non-metered Service Plans are for reasonable business use of Customer only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of

distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customers wishing to use VOLLI service plans for call center type activities as listed above should inquire about metered service plans. Customer shall not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Any use found to be inconsistent with this restriction will result in termination of the Service. VOLLI reserves the right to immediately terminate or modify the Services of any Customer Plans if VOLLI determines, in its sole discretion, that Customer is not using the services for Customer's reasonable business use. Such modification may include conversion to a metered account.

3. UNAUTHORIZED USE OF SERVICES. Volli reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas or suspending access to the Services) to prevent or terminate any fraud, abuse or illegal activities in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Any such action by Customer shall be deemed a material breach of the Agreement by Customer.

4. RETURN OF EQUIPMENT. Equipment furnished by Volli which is identified as "Volli Property" in the applicable Purchase Order (if any) shall remain Volli property and shall be returned to Volli on expiration or termination of the Agreement or as earlier requested by Volli, in good condition, reasonable wear and tear excepted. Customer shall reimburse Volli for any loss of, or damage to, Volli Property on the Customer's premises, except loss or damage caused by Volli's own employees, agents or contractors

Deal Quote

Date Prepared: 6/12/24

Customer Company Name	Additional:	
Ormond Beach	**e911**	**Yes**
Term	**Fax/eFax**	**No**
Unknown	**PRI**	**Yes**
Customer Info	**Hosted/On-Prem**	**Hybrid**
ADDRESS	**International**	**Unknown**
22 South Beach St	**Partner Info**	
CITY/STATE/ZIP	**Expected Close Date**	Unknown
Ormond Beach, FL 32174	**Partner Name**	Gloria Burke
PHONE	**Partner Email**	gloriab@empirecomputing.com
	Partner Company	Empire Computing
ATTENTION		
Gloria Burke		

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Volli Connect	48	$11.00	$528.00
Additional TNs	300	$0.25	$75.00
Additional TNs w/ E911	452	$0.60	$271.20
			$0.00
			$0.00
			$0.00
NRC Items			
			$0.00
			$0.00
			$0.00
			$0.00

Volli Connect - each includes 1 TN w/ E911, 1 call path, and usage

MRC: Monthly Re-occuring Charge

NRC: Non-reoccuring Charge

MRC	$874.20
NRC	$0.00
Quote Total	$ 874.20

Terms & Instructions

*Taxes and fees are not included in this quote

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

7-25-2024

Requisition No.: _____ Date: _____

Vendor: Volli Communication and Fortinet

Cost: $10,166.40 annually with a three-term of $30,931.20

Requested by: Chuck Osteen Department: IT

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail: Volli Communications is a leading session initiation protocol (SIP) provider with a proven network architecture, providing secure backbone communications for the FortiVoice platform and to the public switch telephone network (PSTN). Volli Communications provides high-quality audio, end-to-end support, and complete flexibility, enabling FortiVoice to deliver reliable and high-performance communications, comprehensively secured with the Fortinet Security Fabric.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Volli Communications and Fortinet have partnered to deliver an industry-leading, efficient, secure, and redundant voice system integrated with the Fortinet Security Fabric. The integration of the Volli Communications Secure SIP and Fortinet FortiVoice, delivers crystal-clear call quality with an abundance of options.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary): Volli has provided Fortinet with complete visibility of direct diagnostic tools and controls via a secure advanced programming interface (API), allowing Fortinet platforms to fully integrate with our systems in real time making number selection, provisioning, and account changes virtually instantaneous. IT, Empire and Fortinet had conference calls with CrownCastle and Spectrum Charter about SIP services. Both companies verified that they could not match Fortinet/Volli integration services.

STATEMENT OF NEED:
My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Charles "Chuck" Osteen
Signature (Dept. Director or Division Manager)

IT Director
Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

SOLUTION BRIEF

Fortinet and Volli Communications Security Solution

Secure and fast SIP trunking powering FortiVoice Unified Communications

Executive Summary

Volli Communications is a leading session initiation protocol (SIP) provider with a proven network architecture, providing secure backbone communications for the FortiVoice platform. Volli Communications provides high-quality audio, end-to-end support, and complete flexibility, enabling FortiVoice to deliver reliable and high-performance communications, comprehensively secured with the Fortinet Security Fabric.

Volli Communications employs multiple highly available redundant SIP switches across multiple data centers with RTP proxy clusters dispersed across geographic areas for NAT traversal, crystal-clear voice, and other RTP stream relays without increased latency or jitter. Every FortiVoice Cloud account connects to servers using flexible SRV records and IP authentication to multiple instances for incredible reliability and performance, while registering clients connected to BGP-controlled IP addresses, ensuring seamless next-call failover without re-registration delay. Backed by industry-leading carriers, Volli provides telephone numbers in virtually every rate center in North America.

Joint Solution

Volli Communications and Fortinet have partnered to deliver an industry-leading, efficient, secure, and redundant voice system integrated with the Fortinet Security Fabric. The integration of the Volli Communications Secure SIP and Fortinet FortiVoice, delivers crystal-clear call quality with an abundance of options.

Solution Components

Volli Communications

For over 10 years, Volli has provided Fortinet with complete visibility of direct diagnostic tools and controls via a secure advanced programming interface (API), allowing Fortinet platforms to fully integrate with our systems in real time making number selection, provisioning, and account changes virtually instantaneous.

Fortinet FortiVoice

FortiVoice Secure Unified Communications, along with FortiFone IP phones, helps organizations keep up with changing communication needs due to evolving infrastructure, remote/hybrid work, and bring your own device (BYOD). The FortiVoice integrated platform for voice, conferencing, chat, and fax solves these challenges in a way that brings teams together for optimal business efficiency. FortiVoice delivers reliable and high-performance communications, available as physical and virtual appliances, and in the cloud.

Solution Components

- Volli SIP Trunking
- Fortinet FortiVoice

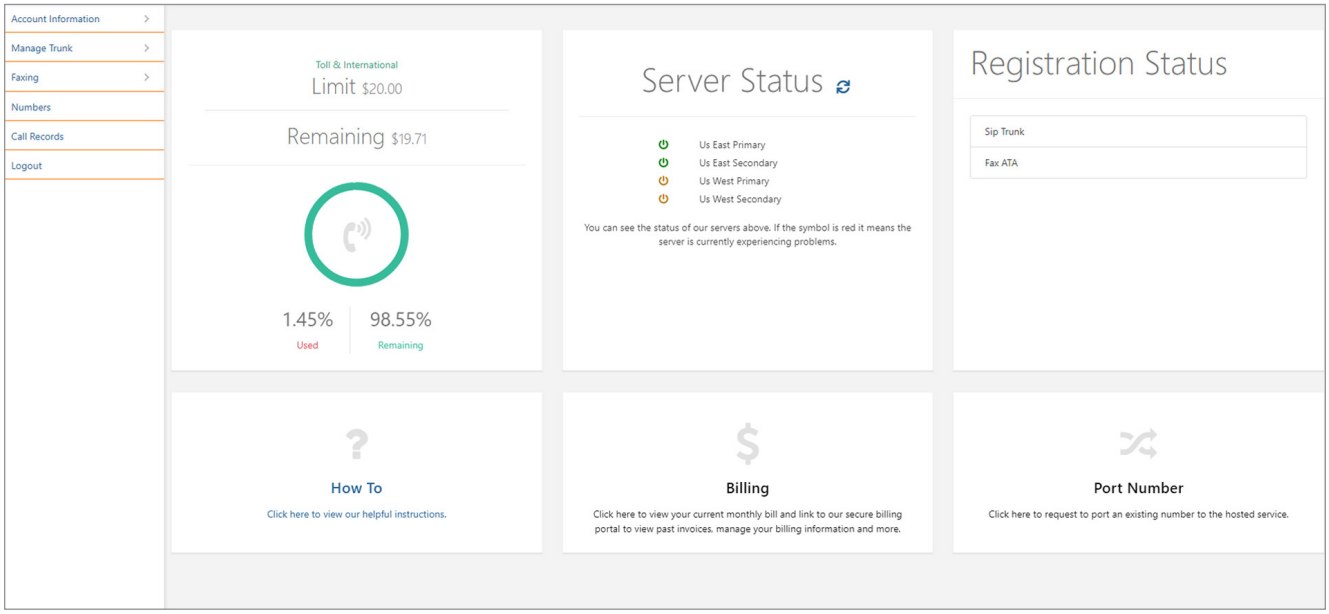
Solution Benefits

- Enterprise-grade communications with exceptional reliability and geo-redundancy
- Clear conversations with high-quality audio
- Personalized services with custom programming
- Optimal user experience with simple onboarding
- Unparalleled security via the Fortinet Security Fabric

FORTINET FABRIC-READY

Solution Integration

Redundant SIP switches, across multiple data centers with real-time transport protocol (RTP) proxy clusters dispersed across geographic areas for network address translation (NAT) traversal, deliver crystal-clear voice and other RTP stream relays without increased latency or jitter.



Volli Communications and FortiVoice integration

Full integration into the Volli Communications SIP infrastructure provides FortiVoice users with in-depth number porting, extensive call records, easy trunk creation, an innovative number management system, and much more, all from the FortiVoice intuitive dashboard.

Use Case

SIP trunking: Volli Communications provides all back-end SIP trunking for FortiVoice customers. It also provides direct routing into Microsoft Teams allowing customers to utilize their Teams accounts to make and receive calls.

About Volli Communications

We chose the name Volli to pay homage to our founder, Rick Curnutte. The Curnutte and Volli name meant the customer is always first and their best interests are taken care of. We carry on that legacy here at Volli Communications where we **VOLLI**nteer to fight for the customer experience.

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July 17, 2022 10:54 AM
1657867-0-0-EN

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-172
Strategic Goal:	OtherGovernance - Other		
Department:	Public Works		
Subject:	CrowderGulf Debris Removal Contract Renewal		
Summary:	In May 2021, the City advertised Request For Proposals # 2021-17 seeking qualified vendors to provide post-storm Debris Removal, Reduction, and Recovery; of the ten respondents, four service providers were selected. At their September 8, 2021 meeting, the Commission executed contracts with the following four providers (Resolution 2021-143): • CrowderGulf • Ceres Environmental • DRC Emergency Services • Aftermath Disaster Recovery Crowder, Gulf has been the primary provider of these services since their selection providing debris removal, reduction, and disposal services to the City of Ormond Beach through multiple storm events during this contract period. The initial term of the agreement is 3 years, with the option for 2 additional one-year renewals. If the City agrees to renewal, the contract will continue under the same terms and conditions until September 7, 2025.		
Financial Impact:	There is no financial impact unless the services of Crowder Gulf are utilized in the event of a declared emergency.		
Citizen Impact:	It is imperative to have contracted Emergency Debris removal services available to the City and residents.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the renewal of the CrowderGulf Debris Removal Contract unless otherwise directed.
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	1. 24-172 Crowder-Gulf renewal (P24-0182G) 2. CrowderGulf Contract Renewal Debris Removal 2024 3. Crowder-Gulf Renewal
Approval:	Kelly McGuire, Finance Director 9/10/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-172

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF THE DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND CROWDER-GULF JOINT VENTURE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2021-143, the City and Crowder-Gulf Joint Venture, Inc. entered into a Debris Removal, Reduction and Disposal Services Contract with an effective date of September 8, 2021, and

WHEREAS, the initial term of the contract was for three years with the option to renew for two additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the first renewal option for the period September 8, 2024 through September 7, 2025, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Debris Removal, Reduction and Disposal Services Contract with Crowder-Gulf Joint Venture, Inc. is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for the one-year renewal of the Debris Removal, Reduction and Disposal Services Contract with Crowder-Gulf Joint Venture, Inc. A copy of said Contract

Renewal is attached hereto and incorporated herein by reference. Said Contract Renewal shall be effective retroactively from September 8, 2024.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 10, 2024

Ms. Kelly McGuire, Director
Department of Finance
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

via email: Kelly.Mcguire@ormondbeach.org

Re: Contract Renewal for Debris Removal, Reduction & Disposal, RFP #2021-17

Dear Ms. McGuire:

CrowderGulf has been providing the City of Ormond Beach, Debris Removal, Reduction & Disposal per the contract approved on September 08, 2021. The term of the Agreement shall commence on the Effective Date or when fully executed by all parties and shall have an initial term of three (3) years from the Effective Date followed by two (2) one-year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

If the City of Ormond Beach is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of September 07, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Ormond Beach requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Ormond Beach, FL

Joyce Shaw
Signature

city manager
Name/Title

5/23/2024
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2023

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

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

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com
INSURED CrowderGulf LLC/CrowderGulf Joint Venture 5629 Commerce Blvd. E. Mobile AL 36619	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Gray Insurance Company - Best Rating A-VIII — 36307 INSURER B : Westchester Surplus Lines Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2341910089 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			GXS-100169	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GWC-100174	07/01/2022	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition General Aggregate Limit	5,000,000 5,000,000

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

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

CERTIFICATE HOLDER

City of Ormond Beach
77 South Beach Street
Ormond FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

In the event of activation please contact the Disaster Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

Don Madio
Regional Director
813-285-8749 Cell
dmadio@crowdergulf.com

Joe Hayes
Regional Manager
561-315-1360 Cell
jhayes@crowdergulf.com

CONTRACT RENEWAL TO DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES CONTRACT

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY", and **CROWDER-GULF JOINT VENTURE, INC.**, hereinafter referred to as "Contractor", became parties to a certain Contract for the provision of debris removal, reduction and disposal services by the Contractor to the City for an initial term of three years effective on September 8, 2021, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for two (2) additional one-year periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the extension of said Contract for the first additional one-year period of time, a copy of the Contractor's request to renew is attached hereto and incorporated herein by reference, now therefore

1. This Contract Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid Contract previously executed by the parties.

2. The initial contract term set forth in Paragraph 4 of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through September 7, 2025, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. All other terms and conditions set forth in the Contract previously executed by the parties shall remain the same.

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this_____day of_____, 2024

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 10, 2024

Ms. Kelly McGuire, Director
Department of Finance
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

via email: Kelly.Mcguire@ormondbeach.org

Re: Contract Renewal for Debris Removal, Reduction & Disposal, RFP #2021-17

Dear Ms. McGuire:

CrowderGulf has been providing the City of Ormond Beach, Debris Removal, Reduction & Disposal per the contract approved on September 08, 2021. The term of the Agreement shall commence on the Effective Date or when fully executed by all parties and shall have an initial term of three (3) years from the Effective Date followed by two (2) one-year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

If the City of Ormond Beach is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of September 07, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Ormond Beach requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Ormond Beach, FL

Joyce Shanahan
Signature

City Manager
Name/Title

5/23/2024
Date

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-173
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Partial Easement Release, 19 Nottingham Drive		
Summary:	This is a request submitted by Mark and Monique Williams, property owners of 19 Nottingham Drive, for a partial drainage and utility easement release totaling approximately 104.90 square feet in the rear yard in order to build an in-ground swimming pool and spa. The subject property is lot 155 of the Tomoka Oaks, Unit 7-B, plat and includes a 15-foot drainage and utility easement along the rear property line. The property owner is seeking to install an in-ground swimming pool and spa which is allowed to be located 5 feet from the property line. The existing platted easement would require a 15-foot setback unless a portion of the easement were to be vacated. A sketch and legal description provided by a surveyor shows the 104.90 square-foot portion to be vacated. The remainder of the drainage and utility easement would not be impacted. As part of the easement release request, the property owner has provided letters of no objection from the potentially affected utility providers including Florida Power & Light (FPL), Spectrum (Charter Communications), TECO, and AT&T. The Site Plan Review Committee has reviewed the proposed easement vacation and has recommenced approval with no objections. In summary, there are no objections to the requested partial easement vacation.		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact from this partial easement release request.		

Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission **APPROVE** a partial drainage and utility easement release in the rear yard of the property located at 19 Nottingham Drive to allow the construction of an in-ground swimming pool and spa.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-173 19 Nottingham Dr Easement Release (P24-0178G) 2. QUITCLAIM DEED - 19 Nottingham 3. 19 Nottingham Dr_Exhibit A 4. 19 Nottingham Dr_location map 5. 19 Nottingham Dr_survey 6. 19 Nottingham - No Objection Letters - Combined
Approval:	Kelly McGuire, Finance Director 9/10/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/18/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-173

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF MARK ALEX WILLIAMS AND MONIQUE WILLIAMS RELEASING A PORTION OF A FIFTEEN-FOOT (15.0') DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 155, TOMOKA OAKS, UNIT 7B (19 NOTTINGHAM DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Mark Alex Williams and Monique Williams, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing a portion of the fifteen-foot (15.0') drainage and utility easement along the rear of the property described therein for drainage and utility purposes, said property being commonly located at 19 Nottingham Drive, Volusia County Parcel ID Number: 3242-24-00-1550.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of October 2024, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **MARK ALEX WILLIAMS and MONIQUE WILLIAMS**, whose post office address is 19 Nottingham Drive, Volusia County, Ormond Beach, Florida 32174 ("the Grantees"):

WHEREAS, the Grantees are the owners of certain land by virtue of that Warranty Deed dated January 17, 2019 and recorded at Book 7647, Page 3589 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "LOT 155, TOMOKA OAKS, UNIT 7B, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 34, PAGES 200 AND 201, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. "

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00, in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to a portion of the fifteen-foot (15') drainage and utility easement at the rear of the property, a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (19 Nottingham Drive, Ormond Beach, Volusia County, Florida [Parcel ID # 3242-24-00-1550]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR A PORTION OF THE FIFTEEN (15') FOOT DRAINAGE AND UTILITY EASEMENT AT THE REAR OF THE PROPERTY.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON, Mayor
22 South Beach Street
Ormond Beach, FL 32174

Attest: _____
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of October, 2024, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

_____
NOTARY PUBLIC State of Florida-at-large
Official Seal:

EXHIBIT "A"

LEGAL DESCRIPTION:

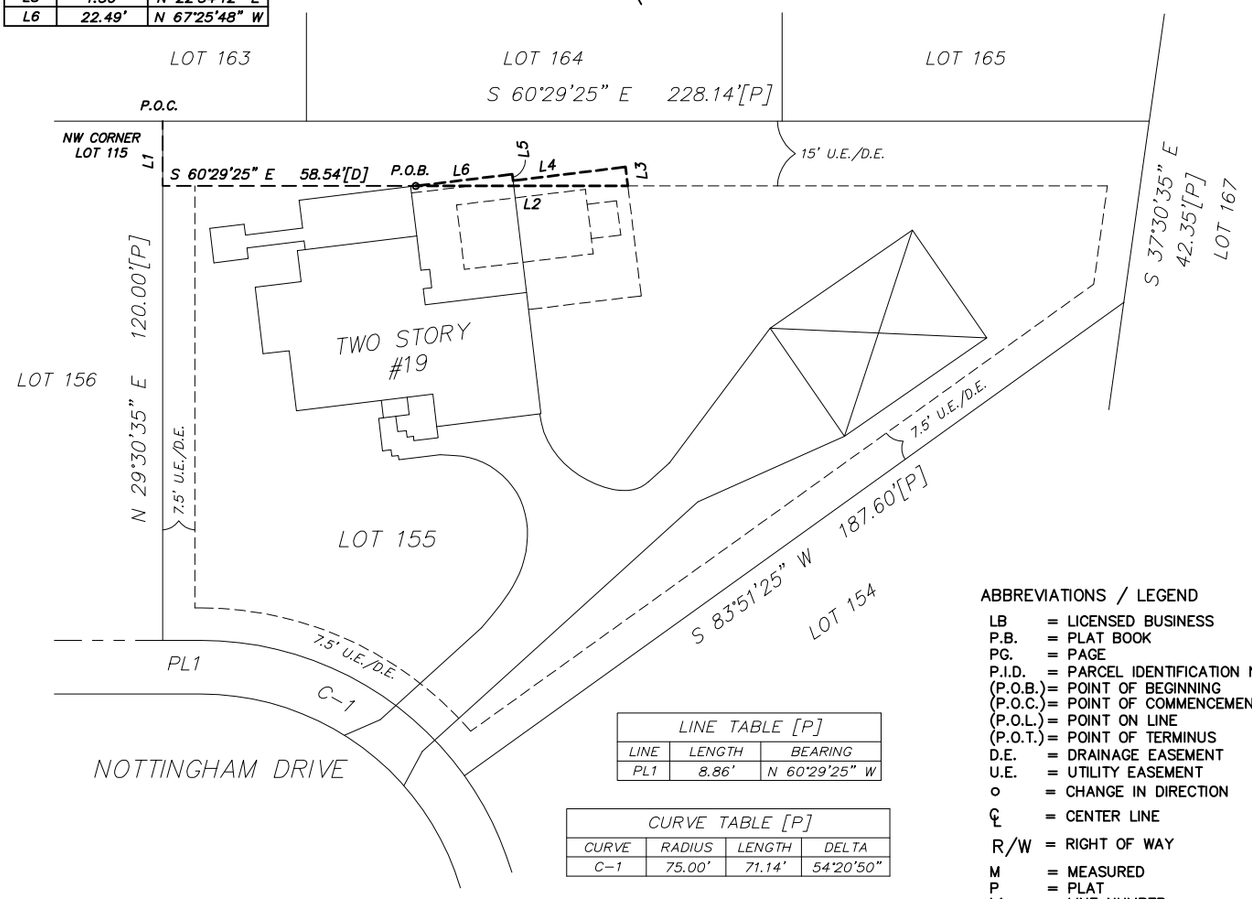
SKETCH OF DESCRIPTION: COMMENCE FROM THE NORTHWEST CORNER OF LOT 155, TOMOKA OAKS, UNIT 7B, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 34, PAGES 200 AND 201, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN S 29°30'35" W, 15 FEET ALONG THE WESTERLY LINE OF SAID LOT 155; THENCE DEPART FROM THE SAID WESTERLY LINE OF LOT 155 , THENCE RUN S 60°29'25" E, 58.54 FEET FOR A POINT OF BEGINNING, THENCE RUN S 60°29'25" E, 49.03 FEET; THENCE RUN N 22°34'12" E, 4.42 FEET; THENCE RUN N 67°25'48" W, 26.18 FEET; THENCE RUN N 22°34'21" E, 1.50 FEET; THENCE N 67°25'48" W, 22.49 FEET TO THE POINT OF BEGINNING. CONTAINING 104.90 SQ. FEET MORE OR LESS.

SHEET 1 OF 1

SKETCH OF DESCRIPTION: PART VACATION OF EASEMENT

SCALE: 1"=40'

LINE TABLE [D]		
LINE	LENGTH	BEARING
L1	15.00'	S 29°30'35" W
L2	49.03'	S 60°29'25" E
L3	4.42'	N 22°34'12" E
L4	26.18'	N 67°25'48" W
L5	1.50'	N 22°34'12" E
L6	22.49'	N 67°25'48" W



LINE TABLE [P]		
LINE	LENGTH	BEARING
PL1	8.86'	N 60°29'25" W

CURVE TABLE [P]			
CURVE	RADIUS	LENGTH	DELTA
C-1	75.00'	71.14'	54°20'50"

ABBREVIATIONS / LEGEND

LB	= LICENSED BUSINESS
P.B.	= PLAT BOOK
PG.	= PAGE
P.I.D.	= PARCEL IDENTIFICATION NUMBER
(P.O.B.)	= POINT OF BEGINNING
(P.O.C.)	= POINT OF COMMENCEMENT
(P.O.L.)	= POINT ON LINE
(P.O.T.)	= POINT OF TERMINUS
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
o	= CHANGE IN DIRECTION
℄	= CENTER LINE
R/W	= RIGHT OF WAY
M	= MEASURED
P	= PLAT
L1	= LINE NUMBER

NOTE: THIS IS NOT A SURVEY

Certification: I certify that this Survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J–17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

LOUIS RAMIREZ CERTIFICATE NO. 6304 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR & MAPPER

06/14/2022

CERTIFIED BY: LOUIS RAMIREZ PSM NO. 6304 DATE

Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

CERTIFIED TO: MARK WILLIAMS

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17-0.050 THROUGH 5J-17-0.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

IN ACCORDANCE WITH CH-5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, THIS DESCRIPTION AND SKETCH OF DESCRIPTION BEARS THE NOTATION:

THIS IS NOT A SURVEY

SURVEYOR'S NOTES

1. *BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF NOTTINGHAM DRIVE BEING S 60°29'25" E PER PLAT*
2. *THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.*

PROPERTY ADDRESS: 19 NOTTINGHAM DRIVE ORMOND BEACH, FL.

P.I.D NO. 324224001550		DRAWN	LR	DATE	xx/xx/xxxx	SCALE 1"=40'
		CHECKED	LR	DATE	xx/xx/xxxx	JOB NO. 134314A

LOCATION MAP

19 Nottingham Dr.

PZ-2024-078, Easement Vacation

N
W E
S

Boundary Survey

LEGAL DESCRIPTION: LOT 155, TOMOKA OAKS, UNIT 7B, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 34, PAGES 200 AND 201, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

19 NOTTINGHAM DRIVE
ORMOND BEACH, FL.

LONG SURVEYING, INC.

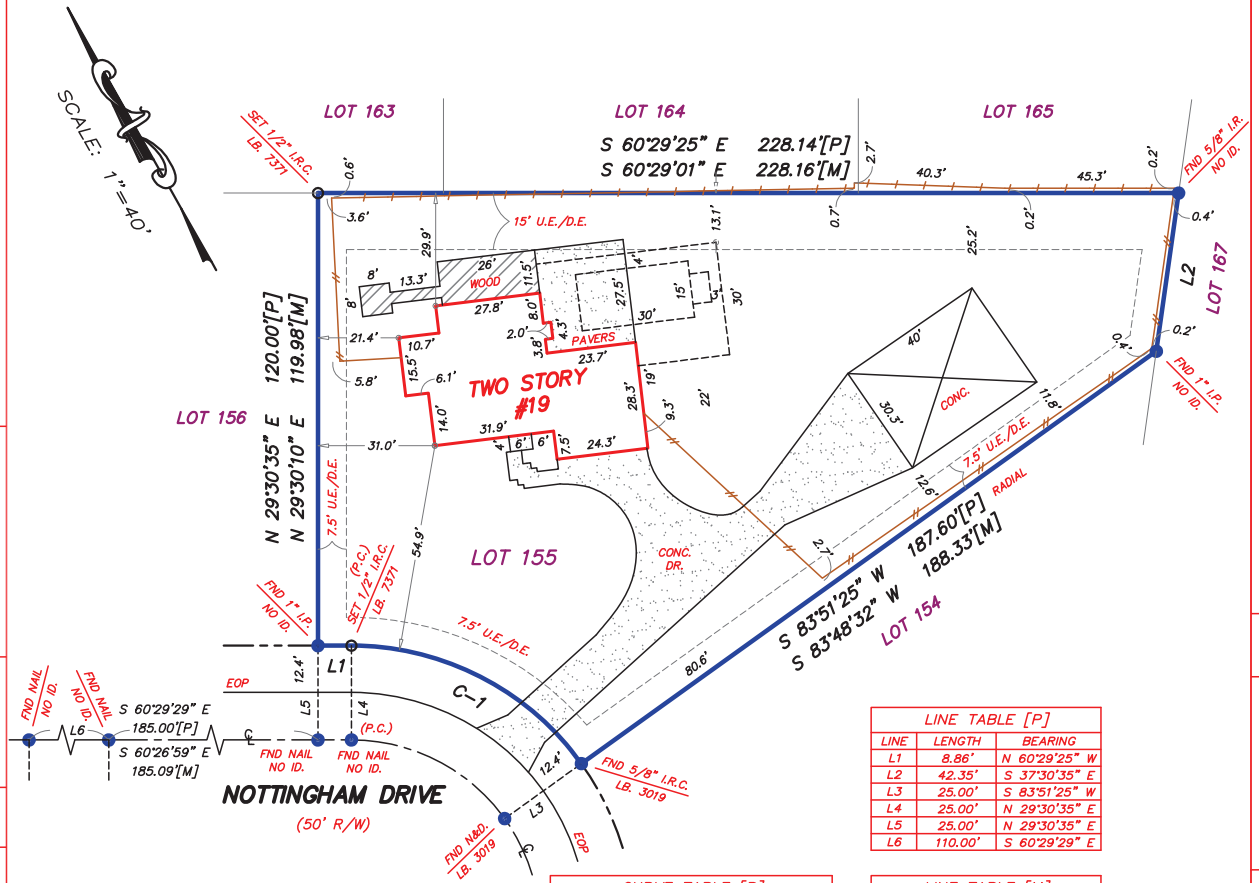
POINTS OF INTEREST
FENCES OVER SIDE AND REAR LOT LINES
CONC. DRIVE ON FRONT EASEMENT
PAVERS ON REAR EASEMENT

DRAWN BY:	CHECKED BY:
KZR AK	BRETT

CERTIFIED TO:
MARK WILLIAMS

COMMUNITY NO: 125136
PANEL: 0211 SUFFIX: K F.I.R.M. DATE: 09/29/17
FLOOD ZONE: X

SURVEY NO. 134314 FIELD DATE: 06/18/24



LINE TABLE [P]		
LINE	LENGTH	BEARING
L1	8.86'	N 60°29'25" W
L2	42.35'	S 37°30'35" E
L3	25.00'	S 83°51'25" W
L4	25.00'	N 29°30'35" E
L5	25.00'	N 29°30'35" E
L6	110.00'	S 60°29'29" E

CURVE TABLE [P]			
CURVE	RADIUS	LENGTH	DELTA
C-1	75.00'	71.14'	54°20'50"

CURVE TABLE [M]			
CURVE	RADIUS	LENGTH	DELTA
C-1	75.00'	71.16'	54°21'44"

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	8.88'	N 60°29'18" W
L2	42.33'	S 37°32'50" E
L3	25.02'	S 83°50'58" W
L4	25.10'	N 29°34'00" E
L5	24.99'	N 29°33'15" E
L6	110.01'	S 60°30'48" E

A/C – AIR CONDITIONER
A.E. – ACCESS EASEMENT
B.C. – BLOCK CORNER
BLK – BLOCK
C.B. – CONCRETE BLOCK
C.B.S. – CONCRETE BLOCK STRUCTURE
C.M. – CONCRETE MONUMENT
CONC. – CONCRETE
D – DEED
D.E. – DRAINAGE EASEMENT
E.O.P. – EDGE OF PAVEMENT
F.C.C. – FOUND CROSS CUT
F.F.E. – FINISHED FLOOR ELEVATION
FND – FOUND
ID. – IDENTIFICATION
I.P. – IRON PIPE
I.R. – IRON ROD
I.R.C. – IRON ROD & CAP
L – ARC LENGTH
L.B. – LAND SURVEYING BUSINESS
L.S. – LAND SURVEYOR
L.E. – LANDSCAPE EASEMENT
M – MEASURED
M.E. – MAINTENANCE EASEMENT
N&D – NAIL AND DISK
P – PLAT
P.E. – PEDESTRIAN EASEMENT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.C.P. – PERMANENT CONTROL POINT
P.I. – POINT OF INTERSECTION
PK NAIL – PARKER-KALON COMPANY NAIL
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.L. – POINT ON LINE
P.R.C. – POINT OF REVERSE CURVE
P.R.M. – PERMANENT REFERENCE MONUMENT
P.D.A.E. – PRIVATE DRAINAGE AND ALLEY EASEMENT
P.T. – POINT OF TANGENT
R – RADIUS
R.P. – RADIAL POINT
R/W – RIGHT OF WAY
S/W – SIDEWALK
U.E. – UTILITY EASEMENT
W.F.S. – WOOD FRAME STRUCTURE

RIGHT-OF-WAY LINE
CENTERLINE
BARB WIRE FENCE
WOOD FENCE
CHAIN LINK FENCE
PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF NOTTINGHAM DRIVE BEING S 60°29'29" E PER PLAT

NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Long Surveying, Inc.
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 Fax 407-330-9775

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

LOUIS RAMIREZ L.S. NO. 6304

Monique & Alex Williams
19 Nottingham Drive
Ormond Beach, Fl 32174
954-552-9592

RE: 19 Nottingham Dr, Ormond Beach, FL

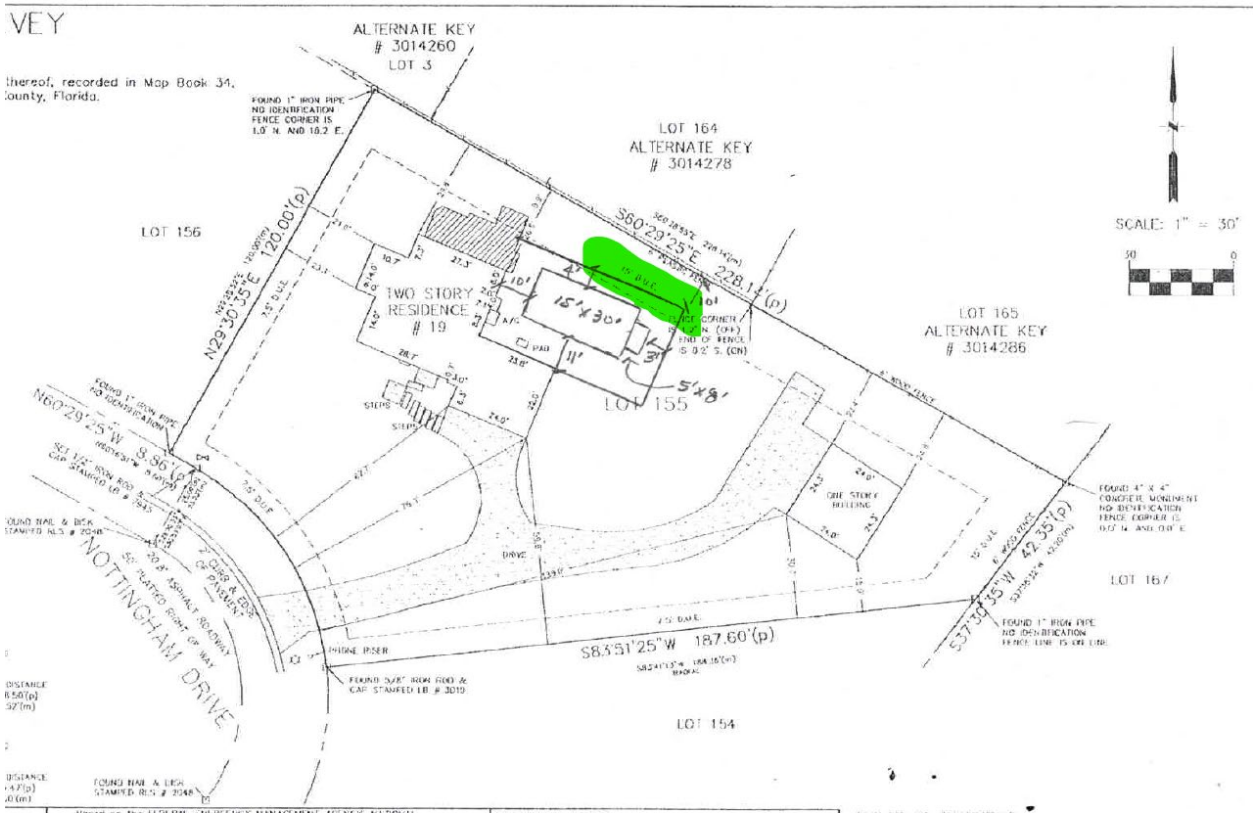
May 24, 2024
This is a “Letter of No Objection” to the requested vacation of easement for the below highlighted area located on Exhibit A in the City of Ormond Beach in Volusia County. Please accept this letter as notification.

Sincerely,

Jacob Brooks

Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316

Exhibit A


VEY
thereof, recorded in Map Book 34,
County, Florida.
ALTERNATE KEY
3014260
LOT 3
FOUND 1" IRON PIPE
NO IDENTIFICATION
FENCE CORNER IS
1.0' N. AND 18.2 E.
LOT 164
ALTERNATE KEY
3014278
LOT 156
N29°30'35"E 120.00'(p)
S60°29'25"E 228.14'(p)
TWO STORY
RESIDENCE
19
15'x30'
11'
3'
5'x8'
LOT 155
LOT 165
ALTERNATE KEY
3014286
SCALE: 1" = 30'
30
0
N60°29'25"W 8.86'(p)
NOTTINGHAM DRIVE
DRIVE
S83°51'25"W 187.60'(p)
S37°30'35"W 42.35'(p)
FOUND 4" X 4"
CONCRETE MONUMENT
NO IDENTIFICATION
FENCE CORNER IS
0.0' N. AND 0.0' E.
LOT 167
FOUND 1" IRON PIPE
NO IDENTIFICATION
FENCE LINE IS ON LINE
PHONE RISER
FOUND 5/8" IRON ROD &
CAP STAMPED LB # 3019
LOT 154
FOUND NAIL & DISK
STAMPED RLS # 2048

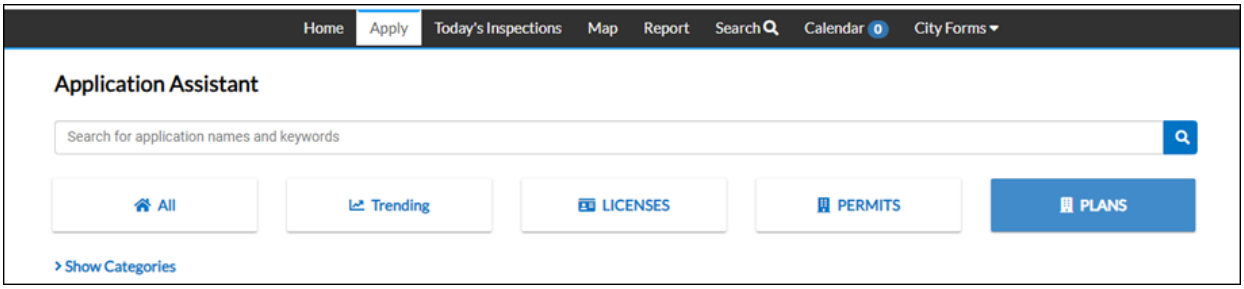
From: Cushing, Sarah
To: Monique Williams
Cc: Alex Williams
Subject: RE: 19 Nottingham- no objection letter
Date: Friday, July 26, 2024 9:31:35 AM
Attachments: image005.png
image006.png
image007.png
19 Nottingham Dr_deed.pdf

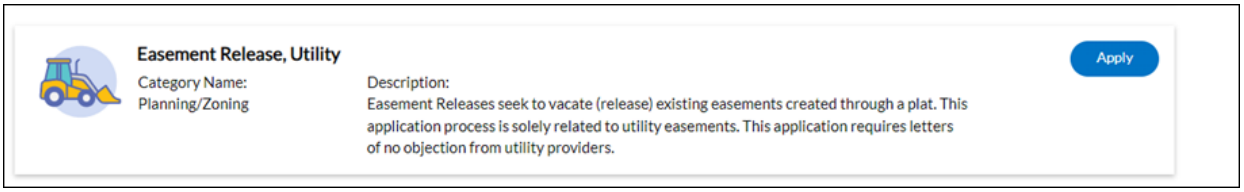
Good Morning Mr. and Mrs. Williams,

Please accept this email as a Letter of No Objection from the City of Ormond Beach for the partial easement release on the property located at 19 Nottingham Drive. The following departments have reviewed your request without any objections: Planning, Engineering, Public Works, Utilities, and GIS. You can save this email as a .pdf and upload with your letters of no objections.

I have attached a copy of the property deed that you can upload with the application as well.

Below is how to find the Utility Easement Release application on the portal. You go to the "Plans" tab and then scroll down until you find "Easement Release, Utility".





If you have any difficulty with the application process, please let me know and I can provide guidance.

Kindly,

Sarah Motes
Senior Planner
City of Ormond Beach
Planning Department
22 South Beach St.
Ormond Beach, FL 32174
Main: (386) 676-3238
Direct: (386) 676-3345
Email: Sarah.Cushing@ormondbeach.org

From: Monique Williams <moniquek@live.com>
Sent: Thursday, June 20, 2024 11:42 AM
To: Cushing, Sarah <Sarah.Cushing@ormondbeach.org>
Cc: Alex Williams <Alex@floridainslaw.com>
Subject: 19 Nottingham- no objection letter

[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.

Hi Sarah,

I would like to request a no objection letter to release a portion of our utility easement so that we can build a pool deck. Please see attached for area requesting release along back property line. Let me know if you need anything else from us. I attached a picture with exact area highlighted.

Thank you,

Monique & Alex Williams
19 Nottingham Drive
Ormond Beach, Fl 32174
954-552-9592
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.

Florida Power & Light Company, 5910 E Highway 100, Palm Coast, FL 32164
Phone: 386-586-6477, Fax:

June 19, 2024

Re: Easement Vacation
Lot 155
19 Nottingham Dr
Ormond Beach, FL 32174

To Whom This May Concern:

Please be advised that Florida Power and Light Company has no objection to the vacation of a portion of the platted utility easement described as follows:

The Northerly fifteen feet (15') in the rear of Lot 155; more particularly described as Lot 155, Tomoka Oaks, Unit 7B, according to the plat thereof, recorded in Map Book 34, Pages 200 and 201, of the Public Records of Volusia County, Florida.
Note: A seven and a half foot (7.5') wide platted utility easement along the westerly lot line (neighboring lot 156) and the southerly front lot line (adjacent to the roadway) will remain. A fifteen foot (15') wide platted utility easement along the easterly lot line (neighboring lot 167) will remain.

If you have any questions regarding this matter, please contact Loren Isabel Repollo at 386-586-6478.

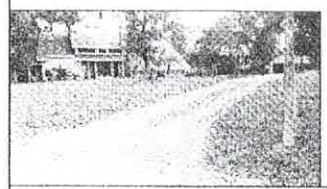
Sincerely,

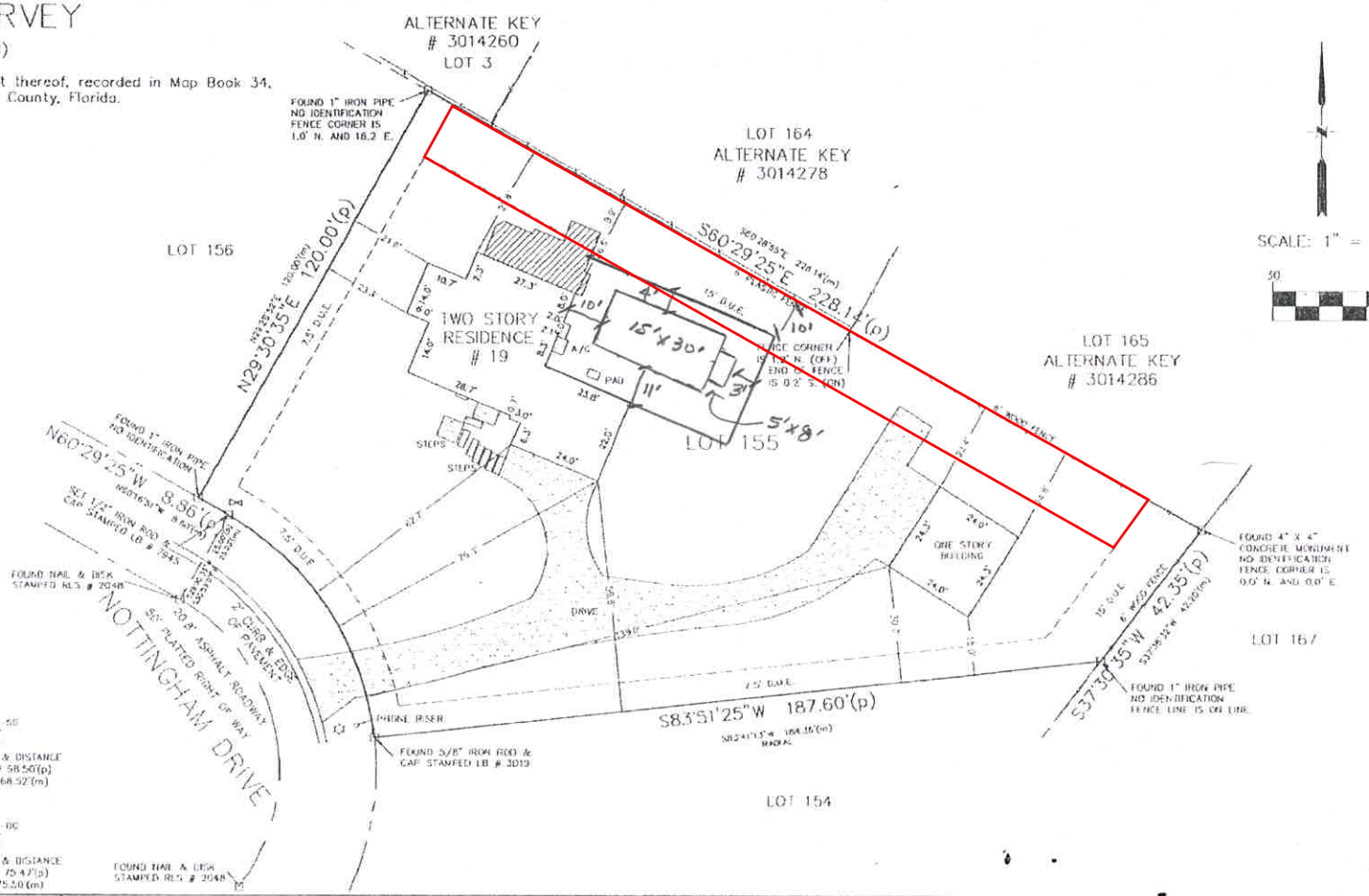
Joshua Zehnder
Engineering Lead

BOUNDARY SURVEY

DESCRIPTION (As Furnished)

Lot 155, Tomoka Oaks, Unit 7B, according to the plat thereof, recorded in Map Book 34, Pages 200 and 201, of the Public Records of Volusia County, Florida.





C1
DELTA = 54°20'55"
RADIUS = 25.00'
LENGTH = 23.14'
CHORD BEARING & DISTANCE = N 33°19'00" W 58.50'(p) N32°37'57"W 68.52'(m)

C2
DELTA = 88°06'00"
RADIUS = 50.00'
LENGTH = 77.34'
CHORD BEARING & DISTANCE = S 11°29'25" E 70.47'(p) S11°30'34"E 75.20'(m)

1. This Plat represents a Boundary Survey of the description as furnished DSW Surveying and Mapping, PLLC per client's instruction and makes no claims regarding ownership or rights of possession.
2. Bearings shown hereon are based on the NORTHERLY line of Lot 155, Being S 60°29'25" E, PER PLAT.
3. This surveyor has not searched the public records or obstructed the land shown hereon for easements, right of ways, covenants and restrictions or other pertinent documents which may be found in the public records of this county. This research was not included in the scope of services of this firm.
4. The relative distance accuracy for boundary dimensions shown hereon is in excess of 1 Foot in 10,000 Feet.
5. Underground improvements and utilities have not been located.
6. This survey performed by DSW Surveying and Mapping, PLLC is for the singular use by the clients named hereon for the express stated purpose listed hereon. This drawing is not legally binding without my signature and original raised embossed seal. No third party is authorized to use this drawing in any way, and this surveyor shall not be held liable for damages resulting from the unauthorized or illegal executions or attempts at circumventing prescribed laws or professional fee payments. All plats, reports, notes, plans, specifications, computer files, field notes or data, other documents and instruments prepared by this firm as instruments of service shall remain the property of this firm. This firm shall retain all common law, statutory and other reserved rights, including the copyright thereto. The original of this drawing remains the property of DSW Surveying and Mapping, PLLC.
7. Building ties, Fence ties, Etc. are not to be used as a way to reconstruct boundary line location.

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Volusia County, Florida, Community Panel Number 125136 0211 K, last dated 09-29-17, it appears from a scaling of said map that the land described hereon is shown to be in Zone "X", (AREA OF MINIMAL FLOODING)
Said FEMA map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above referenced map.

DRAWING: 19.0045 | SURVEY DATE: 01/15/19

INTENDED DISPLAY SCALE: 1" = 30' | DRAWN: HSY

EXPECTED USE OF THIS LAND: RESIDENTIAL PURPOSES

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DOUGLAS S. WILLIS... Florida Registration # 5984 FOR THE FIRM.

REVISIONS AND ADDITIONS

LEGEND:

☼	= Light Pole	⊕	= Fire Hydrant
Δ	= Delta (Intersection Angle)	[xxx]	DENOTES CONCRETE
R	= Radius	WF	= Wood Fence
L	= Arc Length	(M)	= Measured
U.E.	= Utility Easement	CBW	= Concrete Block Wall
PC	= Point of Curvature	PI	= Point of Intersection
PT	= Point of Tangency	CNF	= Corner Not Found
PBI	= Plat Book	OHUL	= Overhead Utility Lines
PG (S)	= Page(s)	POB	= Point of Beginning
PRC	= Point of Reverse Curvature	POC	= Point of Commencement
CLF	= Chain Link Fence	(D)	= Per Description
A/C	= Air Conditioner	BSL	= Building Setback Line
R/W	= Right-Of-Way	⊙	= Denotes Utility Pole
PCC	= Point of Compound Curvature	(W)	= Well
(P)	= Per Plat	WM	= Water Meter
℄	= Centerline	[X]	= Covered
COL.	= Column	CNA	= Corner Not Accessible
TYP.	= Typical	(C)	= Calculated
RP	= Radius Point	D.U.E.	= Drainage & Utility Easement
(R)	= Radial		
(NR)	= Non Radial		
BFE	= Base Flood Elevation		

AREAS OF INTEREST:
#1 DRIVEWAY, WOOD DECK & FENCING EXTEND THROUGH EASEMENTS.
#2 FENCING FALLS ON AND OFF SUBJECT PROPERTY

CERTIFIED TO:
MARK ALEX & MONIQUE WILLIAMS
PROVIDENT FUNDING ASSOCIATES, L.P.
TITLE TEAM
WESTCOR LAND TITLE INSURANCE COMPANY

PLEASE VISIT OUR WEBSITE: WWW.DSWSURVEYS.COM

DSW Surveying & Mapping, PLC

PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATION OF AUTHORIZATION #LB7945
4500 ORANGE BOULEVARD, SUITE 1000
SANFORD, FLORIDA 32771
Phone: (352) 735-3796
JOB NO. 19.0045 Sheet 1 of 1

Charter
COMMUNICATIONS

Tim Haynes
Supervisor, Construction
Field Ops

June 25, 2024

Monique & Alex Williams
19 Nottingham Drive
Ormond Beach, Fl 32174
moniquek@live.com
954-552-9592

RE: Charter/Spectrum VACATE No Objection Letter for proposed residential home in Tomoka Oaks subdivision, Ormond Beach, Fl VCPA lot ID 155

To Monique & Alex Williams:

This letter is in response from vacate request, no objection letter from Charter Communications/Spectrum described in survey map at 19 Nottingham Dr Ormond Beach, Fl.

Spectrum has **"no objection"** to vacate 5 feet of the 15 feet encroachment in Spectrum utility easement from above-mentioned property as described in the attached "Exhibit A" and survey map, 10 feet easement to remain.

If you have any questions regarding this, please contact Construction Coordinator David Rivera at 386 566 2314 david.rivera2@charter.com.

Sincerely,

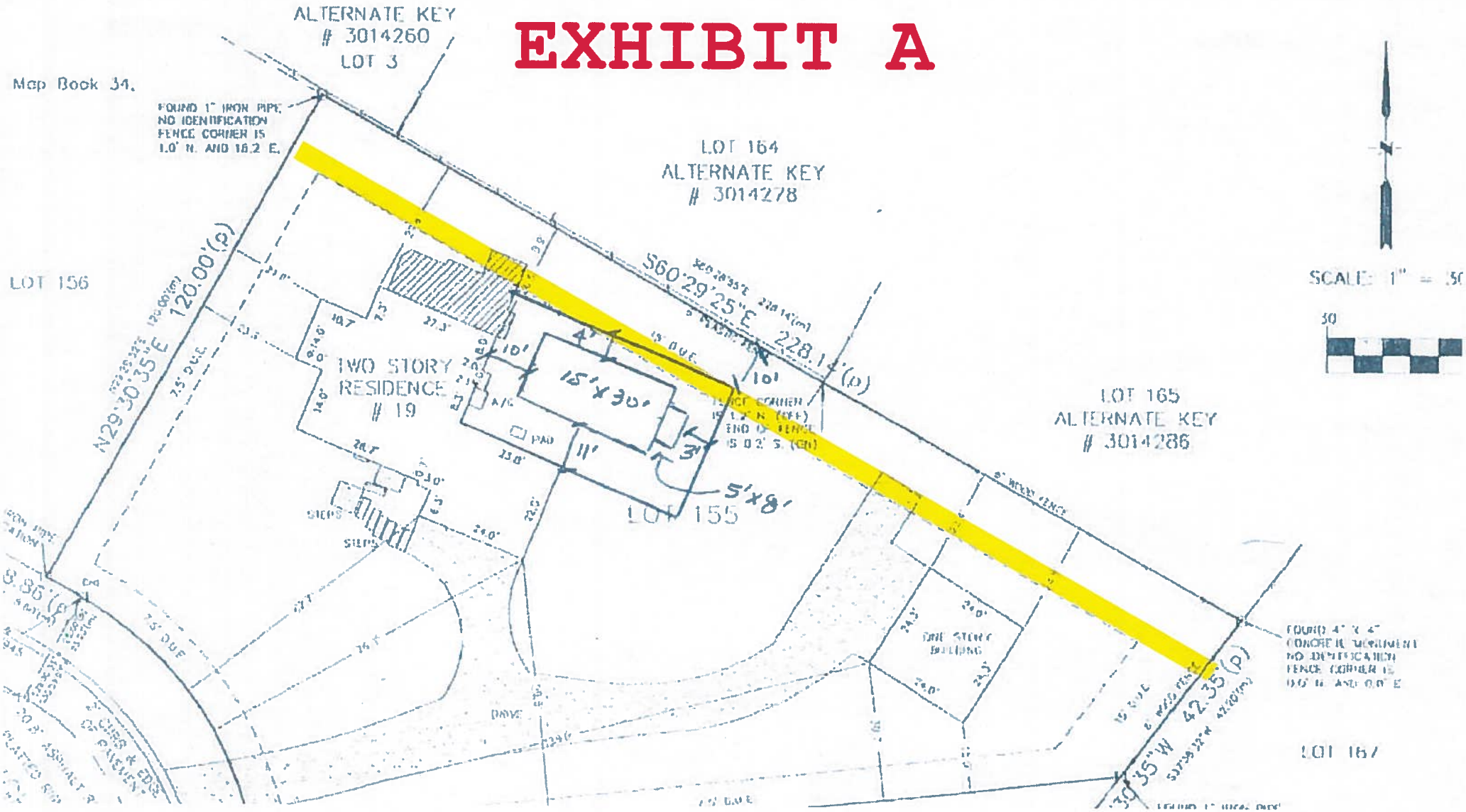
Tim Haynes

Charter Spectrum

Construction Supervisor

1655 State Road 472 Deland , Fl. 32724 T (407) 532-8614 F (386) 267-7508 Stacy.Stafford@charter.com

EXHIBIT A


ALTERNATE KEY
3014260
LOT 3
Map Book 34,
FOUND 1" IRON PIPE
NO IDENTIFICATION
FENCE CORNER IS
1.0' N. AND 18.2 E.
LOT 164
ALTERNATE KEY
3014278
LOT 156
N29°30'35"E 120.00'(P)
S60°29'25"E 228.1'(P)
TWO STORY
RESIDENCE
19
15'x30'
5'x8'
LOT 155
LOT 165
ALTERNATE KEY
3014286
ONE STORY
BUILDING
LOT 167
SCALE: 1" = 50'

Date June 17, 2024

Monique Williams
19 Nottingham Dr.
Ormond Beach, FL. 32174

RE: 19 Nottingham Dr.

Dear: Ms. Williams,

Peoples Gas System, Inc. ("PGS"), has reviewed your request and determined no existing gas lines are in the proposed areas. PGS does not object to the release.

If you have any questions or concerns, you may contact me at hdouglas@tecoenergy.com

Thank you.

Sincerely,

Heather Douglas
Easement Coordinator

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-174
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Utility Easements, RidgeHaven Subdivision		
Summary:	This is a request to accept the dedication of 2 access, maintenance and utility easements within the RidgeHaven subdivision. The first easement is from Brookhaven Trail to Plantation Oaks Boulevard for a sewer force main and a water line. The second easement is from Parkhaven Drive to Addison Drive, between lots 52 and 53, for a water line. The project is under construction and an area for sewer and water lines requires easements for City access and maintenance of the utility improvements. The area of the easements is within Tract C of the subdivision dedicated to the RidgeHaven Homeowners Association. Background: On June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for the RidgeHaven subdivision for a subdivision of 286 lots on approximately 103.45 acres. On May 21, 2024, the City Commission approved Ordinance 2024-05 approving the final plat for the RidgeHaven subdivision. The final plat was recorded in Map Book 66, pages 26-43.		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact of the utility easements acceptance.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission accepts two access, maintenance and utility easement within the RidgeHaven subdivision.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-174 Ridghaven Easements (P24-0183G) 2. Ridgehaven Easement - Brookhaven Trail 3. Ridgehaven Easement - Lots 52 & 53 4. RidgeHaven Subdivision, Brookhaven Trail Utility Easement Area 5. RidgeHaven Subdivision, Between lots 52 and 53, Utility Easement
Approval:	Kelly McGuire, Finance Director 9/10/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/18/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-174

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENTS FROM RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., FOR PROPERTY LOCATED WITHIN THE RIDGEHAVEN SUBDIVISION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby approves and accepts two Public Access, Maintenance and Utility Easements ("Easements") from the Ridgehaven Homeowners Association, Inc., a Florida not for profit corporation, the property owner, on property located within the Ridgehaven Subdivision, Ormond Beach, Volusia County, Florida. A copy of the Easements are attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Easements, shall be recorded in the public records of Volusia County, Florida.

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

[Remainder of page intentionally left blank]

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Ridgehaven Subdivision, Brookhaven Trail
Parcel ID# 3136-12-00-00C0

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made this ____ day of _____, 2024, by and between **RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5337 Millenia Lakes Boulevard, Suite 235, Orlando, Florida 32839 ("Grantor") and the **CITY OF ORMOND BEACH**, a Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is a homeowners' association entity created under and operating pursuant to Chapter 720, Florida Statutes, to act as the homeowners' association for a subdivision known as "Ridgehaven" (the "Community"), which has been subdivided by plat recorded in Map Book 66, Pages 26 through 43, Public Records of Volusia County, Florida (the "Plat"); and

WHEREAS, Grantor owns and controls certain lands within the Community, including Tract C of the Plat, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein (the "Property"), which is a private common area tract; and

WHEREAS, certain utility improvements are being, or have been, constructed over the Property and a utility easement over the water and sewer lines is required; and

WHEREAS, the Community is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Community; and

WHEREAS, the Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein (the "Easement Area"),

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Community and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 8. Grantee shall promptly repair any damage to the Easement Area, or any other property not owned by Grantee, caused by Grantee, its employees, agents or contractors, exercising any rights under this Easement, including without limitation, damage to landscaping, ground cover, planting, roadways, driveways, sidewalks, and parking areas. In such a case, Grantee agrees to restore the Easement Area so damaged to its original condition and grade.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2024

"GRANTOR"

Signed, sealed and delivered in the presence of:

RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Witness #1:
Signature: _____

Print Name: _____

Address: _____

By:_____

Name:_____

Its:_____

Witness #2

Signature: _____

Print Name: _____

Address: _____

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 _____, as _____ of **RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. The above-named person is personally known to me or has furnished _____as identification. If no identification is identified, then the above-named person is personally known to me.

[Seal]

_____
Notary Public
Print Name: _____

My Commission No.: _____

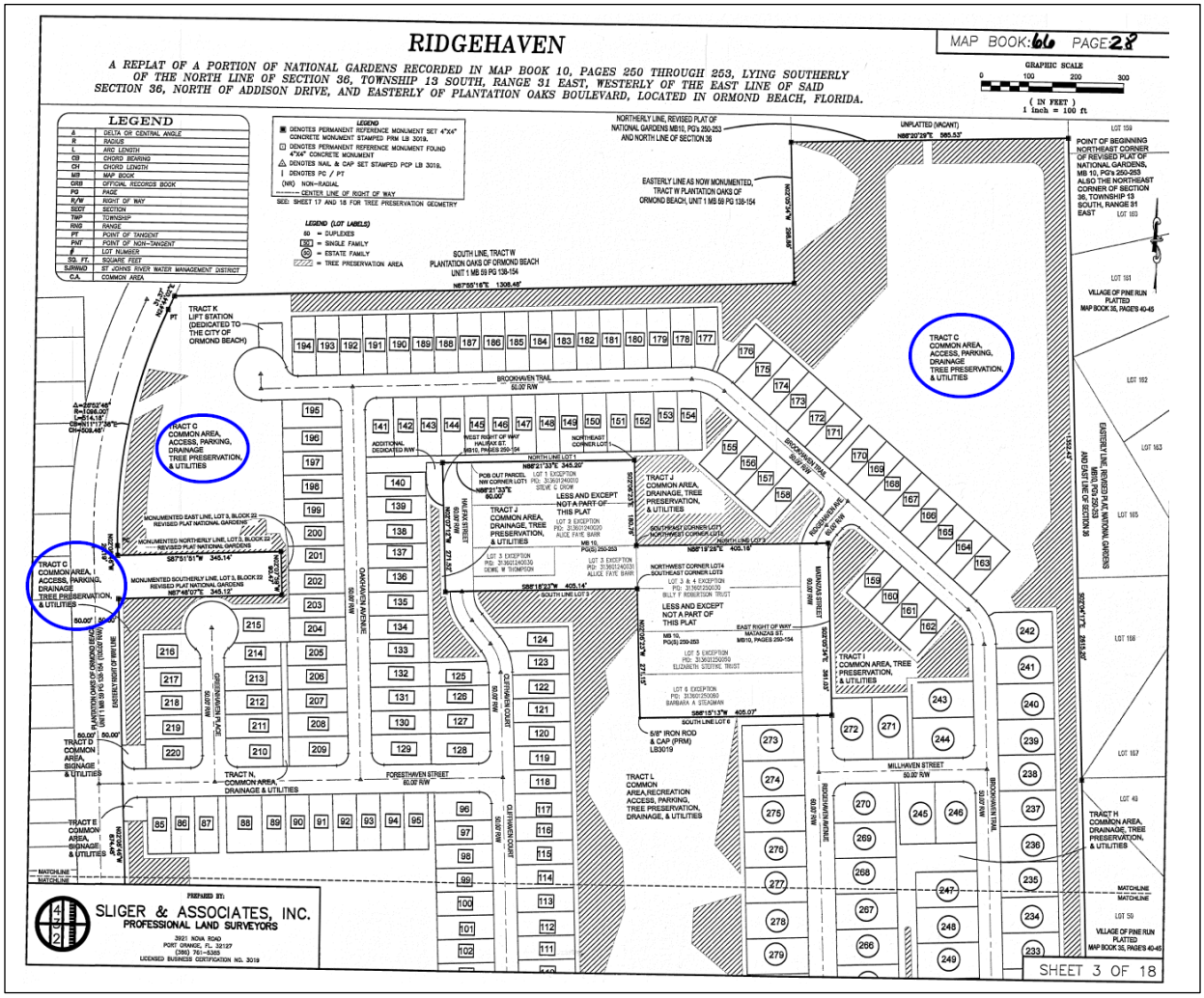
My Commission expires: _____

EXHIBIT "A"
PAGE 1 of 2

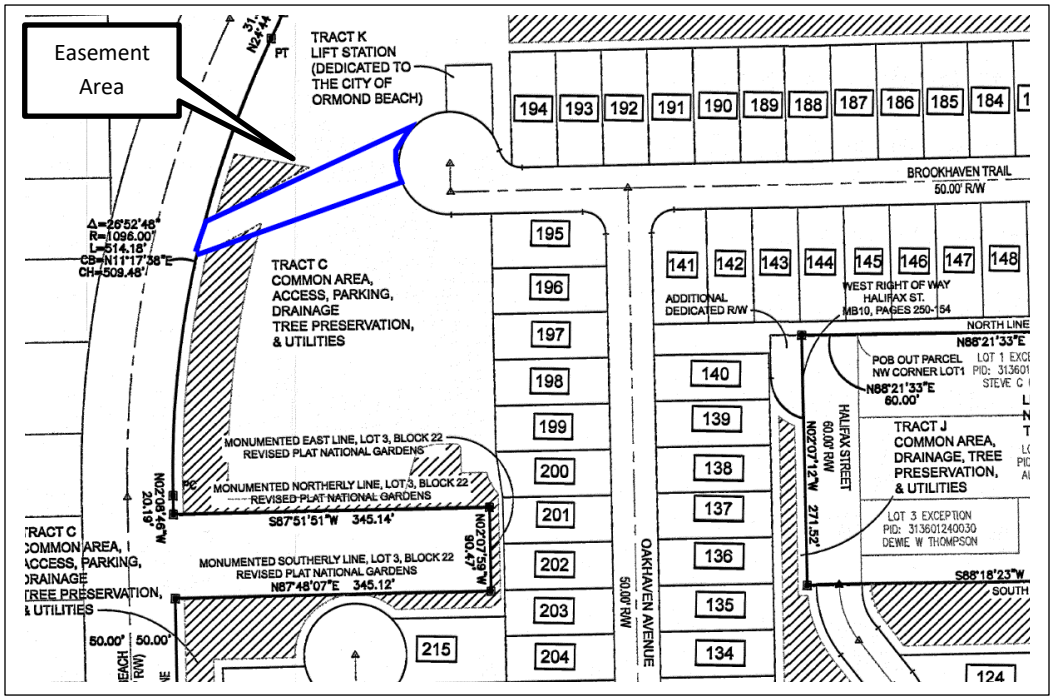
LEGAL DESCRIPTION

36-13-31 TRACT C RIDGEHAVEN MB 66 PGS 26-43

PLAT OF TRACT C, RECORDED AT MAP BOOK 66, PAGE 28



MAP OF TRACT C EASEMENT AREA, BROOKHAVEN TRAIL

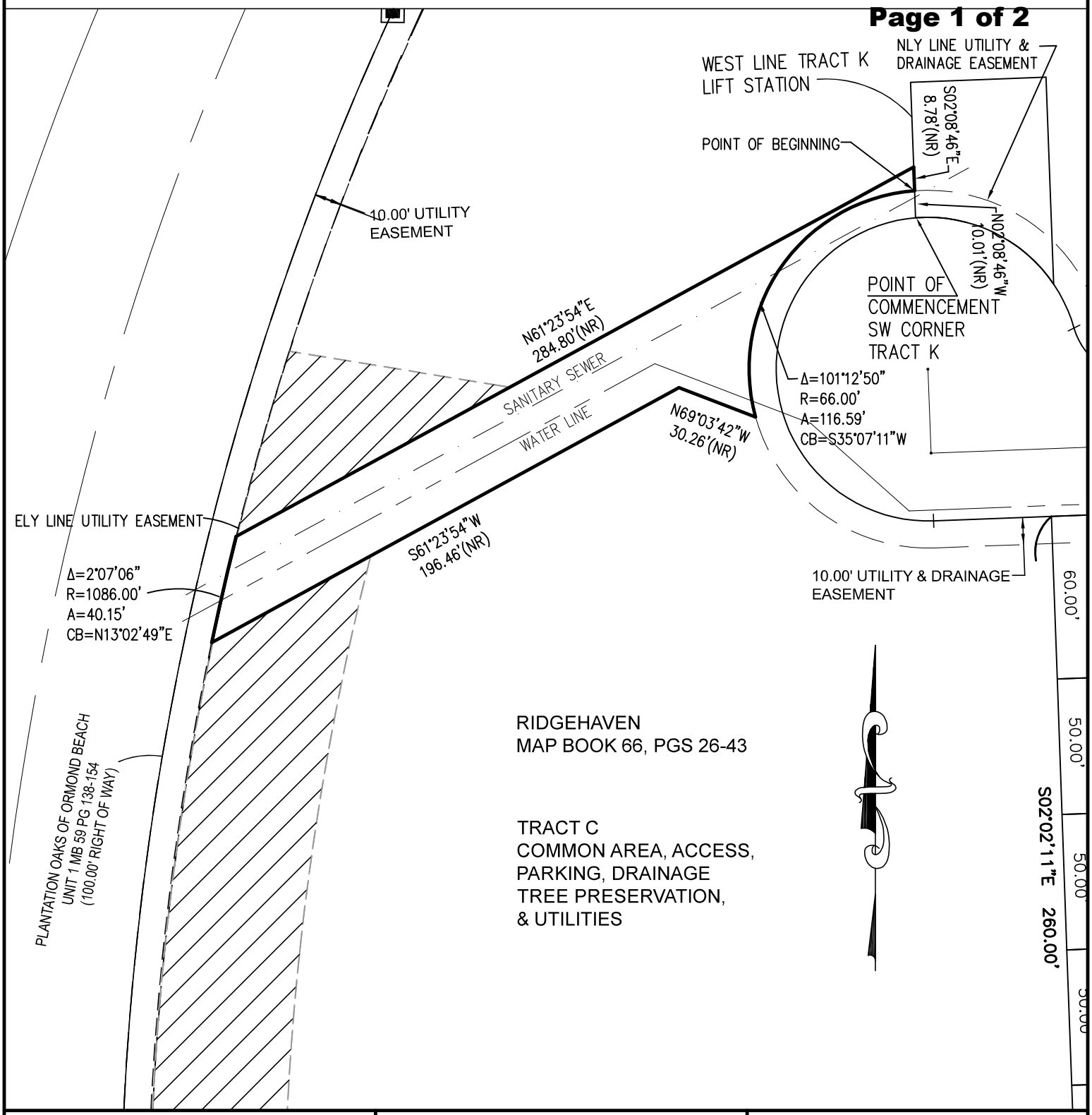


PARCEL ID:	3136120000C0
OWNER:	RIDGEHAVEN HOMEOWNERS ASSOCIATION INC
ADDRESS:	631 BROOKHAVEN TRAIL, ORMOND BEACH, FL 32174

SKETCH OF DESCRIPTION

EXHIBIT "B"

Page 1 of 2



PROJECT: RIDGEHAVEN
CLIENT: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=50'
DATE: 07-30-2024

LEGEND / ABBREVIATIONS	
○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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JOB NO. 24-0830A | SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 2 of 2

SURVEYOR'S NOTES:

THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS BASED ON RECORD PLAT WITH THE BEARING ON THE WEST LINE OF TRACT K, RIDGEHAVEN, AS RECORDED IN MAP BOOK 66, PAGES 26 THROUGH 43, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING N02°08'46"W.

3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

DESCRIPTION:

A PORTION OF TRACT C, RIDGEHAVEN, AS RECORDED IN MAP BOOK 66, PAGES 26 THROUGH 43, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT K, SAID RIDGEHAVEN; THENCE N02°08'46"W ALONG THE WEST LINE OF SAID TRACT K, 10.01 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF A UTILITY & DRAINAGE EASEMENT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 101°12'50" AND A CHORD BEARING S35°07'11"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, BEING THE NORTHERLY AND WESTERLY LINE OF SAID EASEMENT, 116.59 FEET; THENCE N69°03'42"W, 30.26 FEET; THENCE S61°23'54"W, 196.46 FEET TO THE EASTERLY LINE OF A 10.00 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID RIDGEHAVEN AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1086.00 FEET, A CENTRAL ANGLE OF 02°07'06" A CHORD BEARING N13°02'49"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING THE EASTERLY LINE OF SAID UTILITY EASEMENT, 40.15 FEET; THENCE N61°23'54"E, 284.80 FEET TO THE WEST LINE OF SAID TRACT K; THENCE S02°08'46"E ALONG SAID WEST LINE, 8.78 FEET TO THE POINT OF BEGINNING.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

MERITAGE HOMES OF FLORIDA, INC.
CITY OF PRMOND BEACH, FLORIDA

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046

PROJECT: RIDGEHAVEN CLIENT: MERITAGE HOMES OF FLORIDA, INC.	SCALE: 1"=50' DATE: 07-30-2024	JOB NO. 24-0830A	SHEET 2 OF 2

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Ridgehaven Subdivision, Between Parkhaven Drive to Addison Drive
Lots 52 & 53, Parcel ID# 3136-12-00-00C0

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made this ____ day of _____, 2024, by and between **RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 5337 Millenia Lakes Boulevard, Suite 235, Orlando, Florida 32839 ("Grantor") and the **CITY OF ORMOND BEACH**, a Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is a homeowners' association entity created under and operating pursuant to Chapter 720, Florida Statutes, to act as the homeowners' association for a subdivision known as "Ridgehaven" (the "Community"), which has been subdivided by plat recorded in Map Book 66, Pages 26 through 43, Public Records of Volusia County, Florida (the "Plat"); and

WHEREAS, Grantor owns and controls certain lands within the Community, including Tract C of the Plat, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein (the "Property"), which is a private common area tract; and

WHEREAS, certain utility improvements are being, or have been, constructed over the Property and a utility easement over the water and sewer lines is required; and

WHEREAS, the Community is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Community; and

WHEREAS, the Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein (the "Easement Area"),

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Community and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 8. Grantee shall promptly repair any damage to the Easement Area, or any other property not owned by Grantee, caused by Grantee, its employees, agents or contractors, exercising any rights under this Easement, including without limitation, damage to landscaping, ground cover, planting, roadways, driveways, sidewalks, and parking areas. In such a case, Grantee agrees to restore the Easement Area so damaged to its original condition and grade.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2024

"GRANTOR"

Signed, sealed and delivered in the presence of:

RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Witness #1:
Signature: _____

Print Name: _____

Address: _____

Witness #2

Signature: _____

Print Name: _____

Address: _____

By:_____

Name:_____

Its:_____

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 _____, as _____ of **RIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. The above-named person is personally known to me or has furnished _____as identification. If no identification is identified, then the above-named person is personally known to me.

[Seal]

_____
Notary Public
Print Name: _____

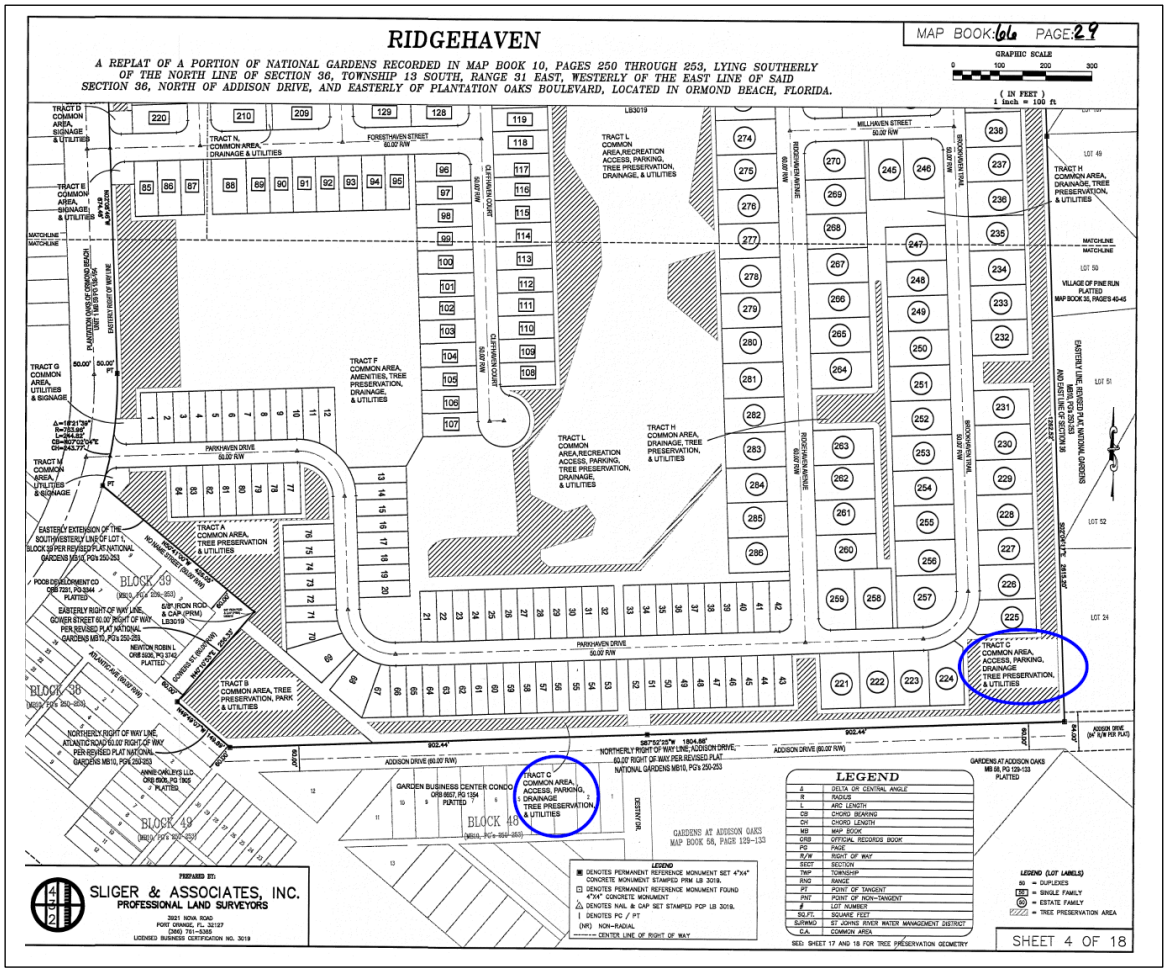
My Commission No.: _____

My Commission expires: _____

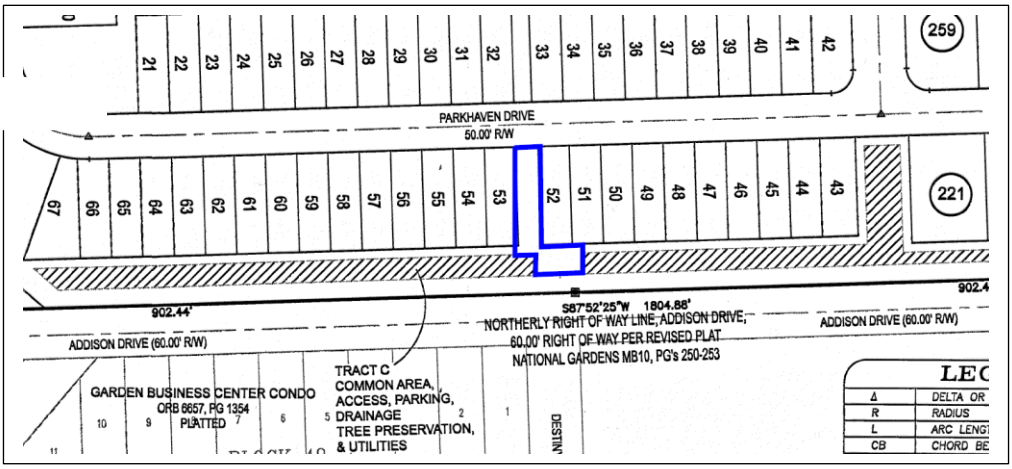
LEGAL DESCRIPTION

36-13-31 TRACT C RIDGEHAVEN MB 66 PGS 26-43

PLAT OF TRACT C, RECORDED AT MAP BOOK 66, PAGE 29

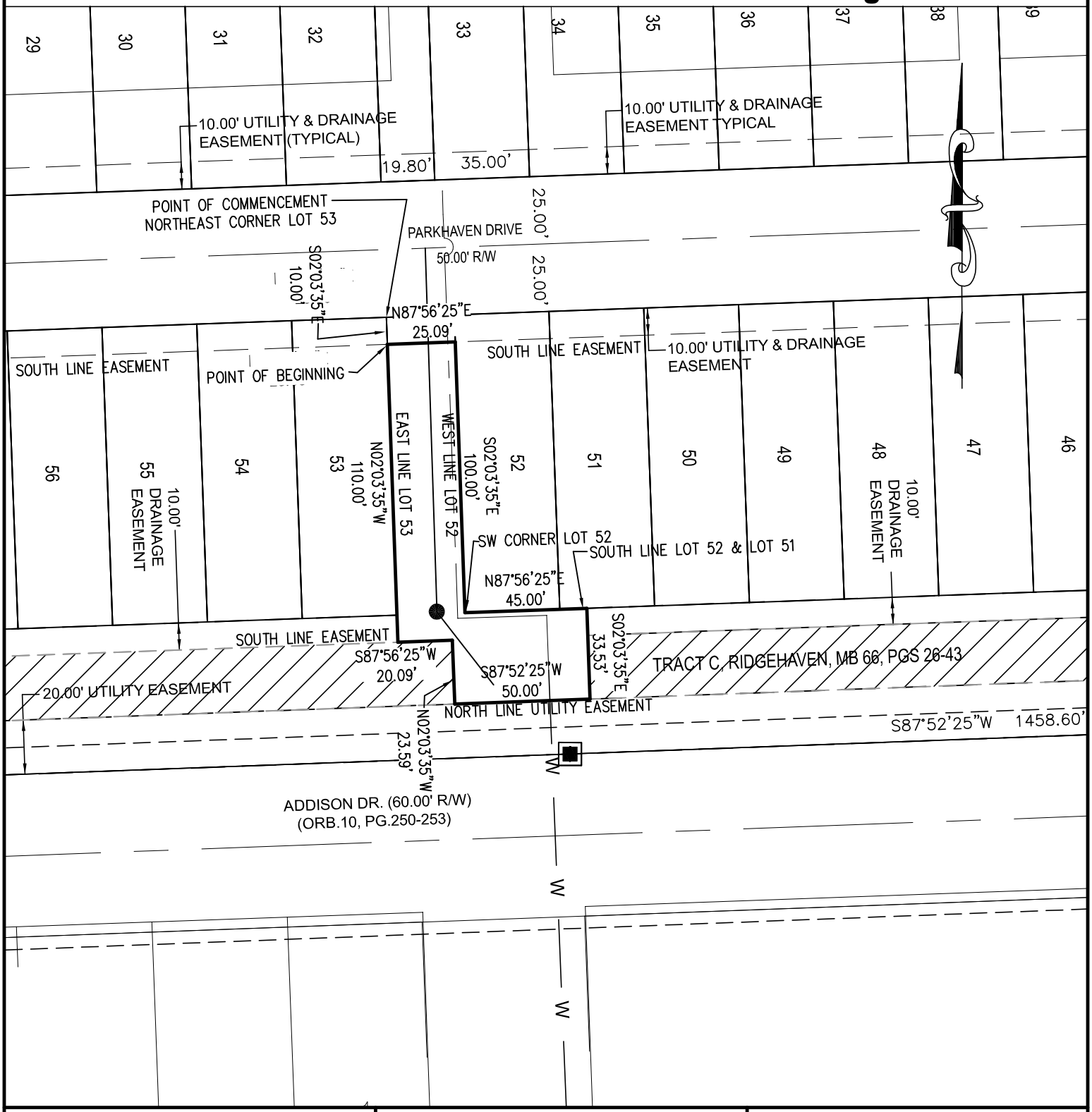


MAP OF TRACT C EASEMENT AREA, BETWEEN LOTS 52 AND 53



PARCEL ID:	3136120000C0
OWNER:	RIDGEHAVEN HOMEOWNERS ASSOCIATION INC
ADDRESS:	631 BROOKHAVEN TRAIL, ORMOND BEACH, FL 32174

SKETCH OF DESCRIPTION



PROJECT: RIDGEHAVEN
CLIENT: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=50'
DATE: 07-30-2024

LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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JOB NO. 24-0830B | SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 2 of 2

SURVEYOR'S NOTES:

THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS BASED ON RECORD PLAT WITH THE BEARING ON THE WEST LINE OF LOT 52, RIDGEHAVEN, AS RECORDED IN MAP BOOK 66, PAGES 26 THROUGH 43, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING S02°03'35"E.

3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

DESCRIPTION:

A PORTION OF TRACT C, RIDGEHAVEN, AS RECORDED IN MAP BOOK 66, PAGES 26 THROUGH 43, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 53, SAID RIDGEHAVEN; THENCE ALONG THE EAST LINE OF SAID LOT 53 S02°03'35"E, 10.00 FEET TO THE SOUTH LINE OF A 10.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT AND THE POINT OF BEGINNING; THENCE N87°56'25"E ALONG SAID SOUTH LINE, 25.09 FEET TO THE WEST LINE OF LOT 52, SAID RIDGEHAVEN; THENCE S02°03'35"E ALONG SAID WEST LINE, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 52; THENCE N87°56'25"E ALONG THE SOUTH LINE OF SAID LOT 52 AND THE SOUTH LINE OF LOT 51, A DISTANCE OF 45.00 FEET; THENCE S02°03'35"E, 33.53 FEET TO THE NORTH LINE OF A 20.00 FOOT WIDE UTILITY EASEMENT; THENCE S87°52'25"W ALONG SAID NORTH LINE, 50.00 FEET; THENCE N02°03'35"W, 23.59 FEET TO THE SOUTH LINE OF A 10.00 FOOT WIDE DRAINAGE EASEMENT; THENCE S87°56'25"W ALONG SAID SOUTH LINE TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 53; THENCE N02°03'35"W ALONG SAID SOUTHERLY EXTENSION AND ALONG SAID EAST LINE, 110.00 FEET TO THE POINT OF BEGINNING.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

MERITAGE HOMES OF FLORIDA, INC.
CITY OF PRMOND BEACH, FLORIDA

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046

PROJECT: RIDGEHAVEN CLIENT: MERITAGE HOMES OF FLORIDA, INC.	SCALE: 1"=50' DATE: 07-30-2024	JOB NO. 24-0830B	SHEET 2 OF 2

Instrument # 202010052 03
BOOK: 66 PAGE: 28

RIDGEHAVEN

MAP BOOK: 66 PAGE: 28

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ------ CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

EASEMENT AREA

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

UNPLATTED (VACANT)
N88°20'29"E 585.53'

POINT OF BEGINNING NORTHEAST CORNER OF REVISED PLAT OF NATIONAL GARDENS, MB 10, PG's 250-253 ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST

EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH, UNIT 1 MB 59 PG 138-154

N02°05'14"W 2368.89'

SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N87°55'16"E 1308.48'

TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

BROOKHAVEN TRAIL 50.00' R/W

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

LESS AND EXCEPT NOT A PART OF THIS PLAT

POB OUT PARCEL NW CORNER LOT1
N88°21'33"E 60.00'

LOT 1 EXCEPTION PID: 313601240010 STEVE C CROW

LOT 2 EXCEPTION PID: 313601240020 ALICE FAYE BARR

LOT 3 EXCEPTION PID: 313601240030 DEWIE W THOMPSON

LOT 3 EXCEPTION PID: 313601240031 ALLICE FAYE BARR

MB 10, PG(S) 250-253

ADDITIONAL DEDICATED R/W

WEST RIGHT OF WAY HALIFAX ST. MB10, PAGES 250-154

NORTHEAST CORNER LOT1

NORTH LINE LOT 1
N88°21'33"E 345.20'

SOUTHEAST CORNER LOT1
NORTHWEST CORNER LOT3

NORTH LINE LOT 3
N88°19'26"E 405.16'

HALIFAX STREET 60.00' R/W

N02°07'12"W 271.52'

S02°05'23"E 1803.78'

RIDGEHAVEN AVE. 60.00' R/W

MONUMENTED EAST LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

S87°51'51"W 345.14'

N02°08'45"W 201.19'

MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
N87°48'07"E 345.12'

N02°07'56"W 80.47'

TRACT C COMMON AREA, I ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

OAKHAVEN AVENUE 50.00' R/W

S88°18'23"W 405.14'
SOUTH LINE LOT 3

NORTHWEST CORNER LOT4
SOUTHEAST CORNER LOT3

LOT 3 & 4 EXCEPTION PID: 313601250030 BILLY F ROBERTSON TRUST

LESS AND EXCEPT NOT A PART OF THIS PLAT

MB 10, PG(S) 250-253

EAST RIGHT OF WAY MATANZAS ST. MB10, PAGES 250-154

MATANZAS STREET 60.00' R/W

N02°05'54"W 1271.15'

S02°05'54"E 351.03'

LOT 5 EXCEPTION PID: 313601250050 ELIZABETH STEFFKE TRUST

LOT 6 EXCEPTION PID: 313601250060 BARBARA A STEADMAN

S88°15'13"W 405.07'
SOUTH LINE LOT 6

5/8" IRON ROD & CAP (PRM) LB3019

TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES

TRACT L COMMON AREA,RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES

TRACT D COMMON AREA, SIGNAGE & UTILITIES

PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154 (100.00' R/W)

EASTERLY RIGHT OF WAY LINE

50.00' 50.00'

GREENHAVEN PLACE 50.00' R/W

TRACT N, COMMON AREA, DRAINAGE & UTILITIES

FORESTHAVEN STREET 60.00' R/W

CLIFFHAVEN COURT 50.00' R/W

MILLHAVEN STREET 50.00' R/W

RIDGEHAVEN AVENUE 60.00' R/W

BROOKHAVEN TRAIL 50.00' R/W

TRACT E COMMON AREA, SIGNAGE & UTILITIES

N02°08'45"W 674.48'

MATCHLINE

TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

EASTERLY LINE, REVISED PLAT, NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36

S02°04'17"E 2615.20'

LOT 159
LOT 160
LOT 161
VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45
LOT 162
LOT 163
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 18

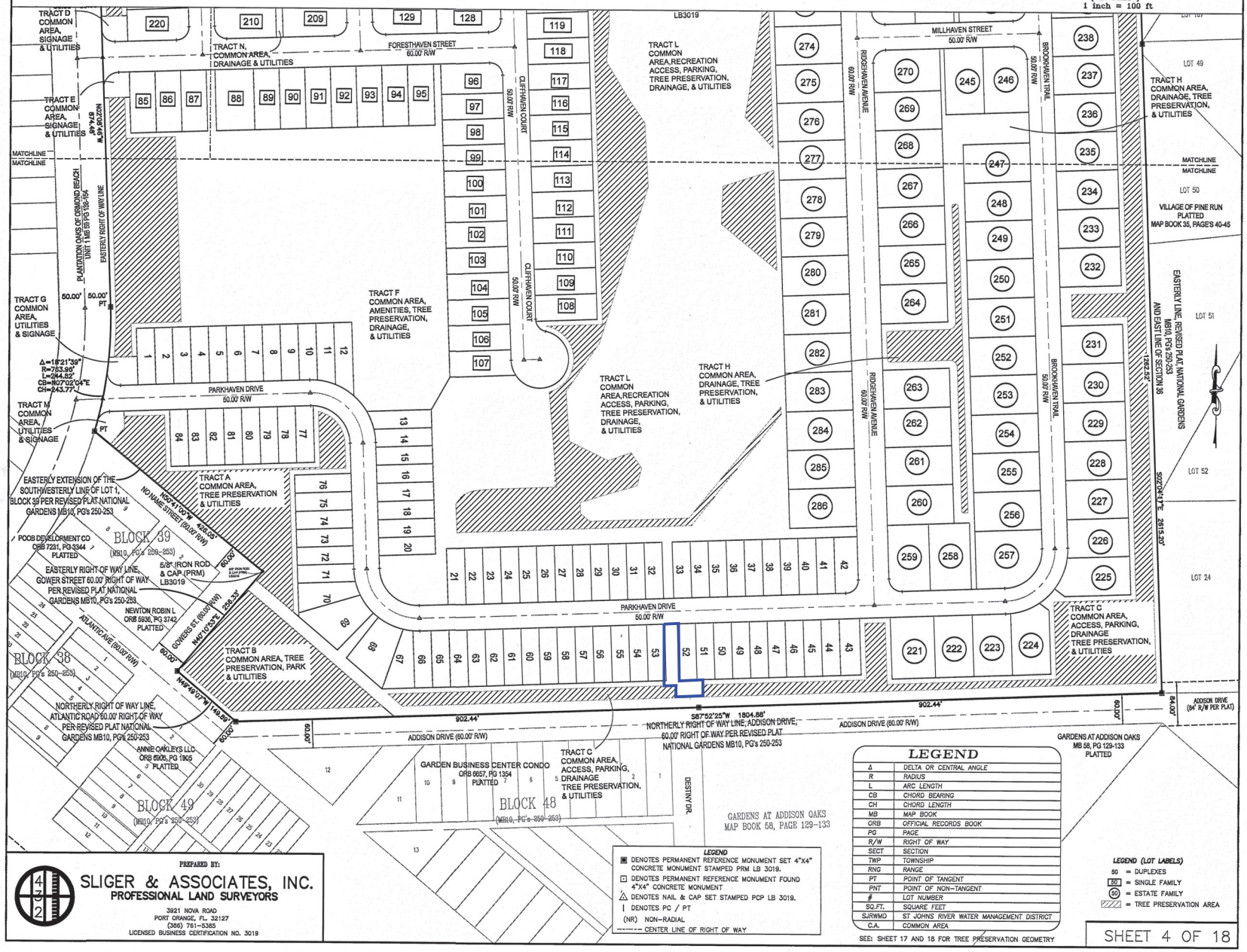
Instrument # 202410099282 01
BOOK 66 PAGE: 29

RIDGEHAVEN

MAP BOOK: 66 PAGE: 29

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ.FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND

- ▣ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ------ CENTER LINE OF RIGHT OF WAY

LEGEND (LOT LABELS)

- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5355
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 4 OF 18

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-175
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Maintenance and Utility Easement, Plantation Oaks, Phase 2D, Acceptance of Access		
Summary:	This is a request to accept an access, maintenance and utility easement within phase 2D of the Plantation Oaks Planned Residential Development. Phase 2D, consisting of 84 lots, is within the private/gated manufactured home community section of the planned development. This phase will not be platted and will remain as one master tract of land. The proposed easement would allow City staff to maintain the water and sewer improvements within the phase. All other improvements are privately owned and maintained. Similar easements have occurred with phases 2A, 2B and 2C.		
Financial Impact:	There is no financial impact as the result of the acceptance of the access, maintenance and utility easement. The project is required to install all project utilities and pay utility-related inspection fees, and each residential unit shall be assessed connection fees.		
Citizen Impact:	It is not anticipated that the request would impact any residents.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission accept an access, maintenance and utility easement within phase 2D of the Plantation Oaks Planned Residential Development.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 24-175 PO, Phase 2D, utility easement (P24-0187G)		

	2. Plantation Oaks, Unit 2D, utility easement 3. Exhibit A, Phase 2 P.O. 4. Exhibit B, 50' Access-Drainage-Utility Easement 5. PO, Unit 2D Approved Site Plan	
Approval:	Kelly McGuire, Finance Director	9/10/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/18/2024
	Joyce Shanahan, City Manager	9/25/2024

RESOLUTION NO. 2024-175

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2D, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission hereby approves and accepts that Public Access, Maintenance and Utility Easement ("Easement") from Plantation Oaks of Ormond Beach II, LLC, a Florida limited liability company, the property owner, on property located within the Plantation Oaks of Ormond Beach Development Phase 2D (a/k/a Unit 2D), a part of the "National Gardens Trust" Development of Regional Impact ("DRI"), Ormond Beach, Volusia County, Florida. A copy of the Easement is attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Easement, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Plantation Oaks, Phase 2D (a/k/a Unit 2D)

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made this ____ day of _____, 2024, by and between **PLANTATION OAKS OF ORMOND BEACH II, LLC**, a Florida limited liability company, having a mailing address of 2412 Chretien Drive, Ormond Beach, Florida 32174 ("Grantor") and the **CITY OF ORMOND BEACH**, a Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32174 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property located within the Phase 2 of Plantation Oaks of Ormond Beach Development identified as "Phase 2D" (a/k/a "Unit 2D"), a part of the "National Gardens Trust" Development of Regional Impact ("DRI"), Ormond Beach, Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor owns the Property where certain public utility improvements are being constructed and a public utility easement over the water and sewer lines is required; and

WHEREAS, Grantor seeks to provide the Grantee public utility easements per the approved site plans; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, the Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted in Exhibit "B", attached hereto and incorporated herein (the "Easement Area"),

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way record, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 2024

"GRANTOR"

Signed, sealed and delivered in the presence of:

PLANTATION OAKS OF ORMOND BEACH II, LLC,
a Florida limited liability company

Witness #1:
Signature: _____

By:_____

Print Name: _____

Name:_____

Address: _____

Its:_____

Witness #2

Signature: _____

Print Name: _____

Address: _____

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 _____, as _____ of **PLANTATION OAKS OF ORMOND BEACH II, LLC**, a Florida limited liability company, on behalf of the corporation. The above-named person is personally known to me or has furnished _____as identification. If no identification is identified, then the above-named person is personally known to me.

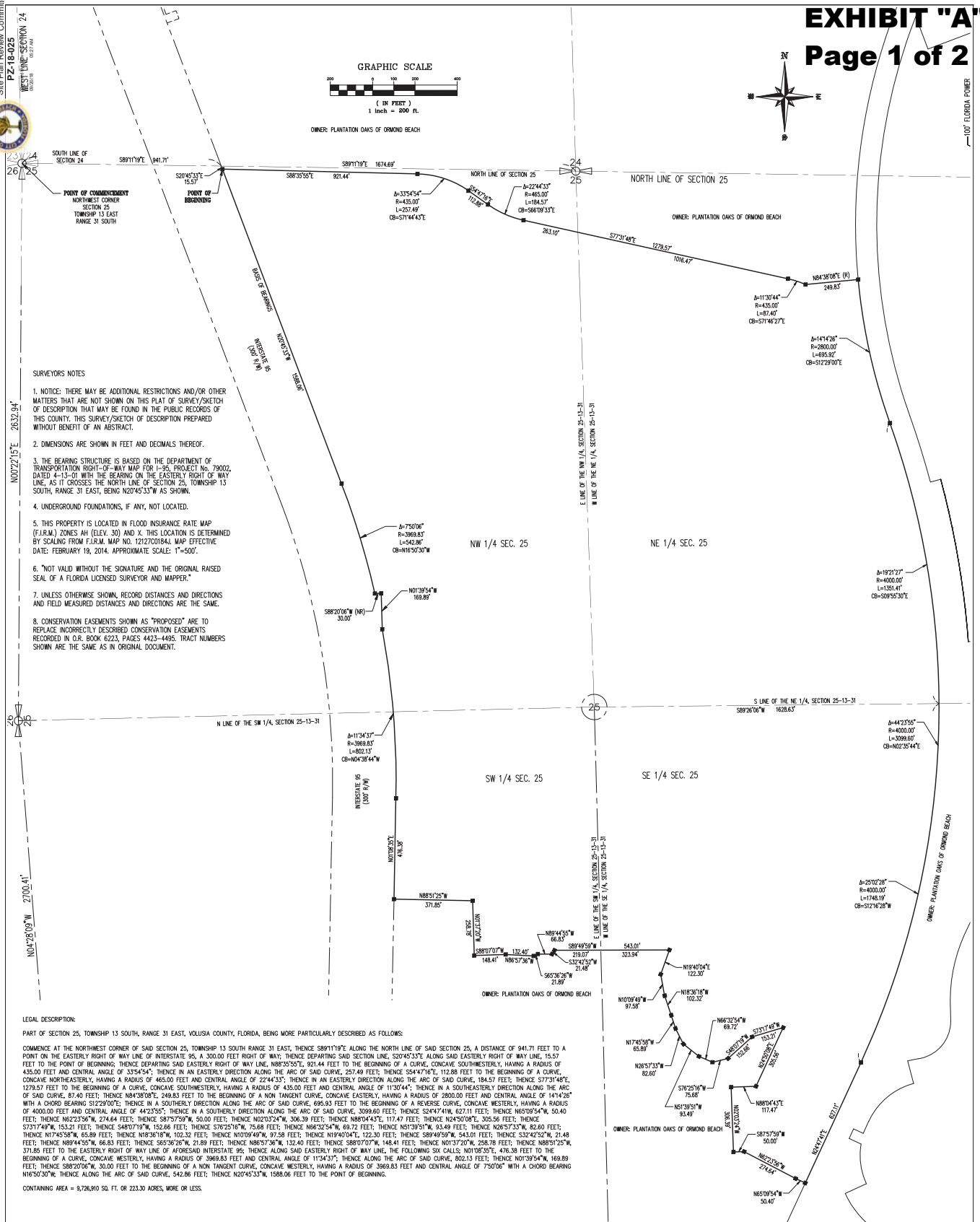
[Seal]

_____
Notary Public
Print Name: _____

My Commission No.: _____

My Commission expires: _____

APPROVED
Site Plan Review Committee
PZ-18-025
WEST LINE SECTION 24
10/30/18 10:57 AM



LEGAL DESCRIPTION:

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°11'19"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 941.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300.00 FEET RIGHT OF WAY; THENCE DEPARTING SAID SECTION LINE, S20°45'33"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N88°35'55"E, 921.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 33°54'54"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 257.49 FEET; THENCE S54°47'16"E, 112.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND CENTRAL ANGLE OF 22°44'33"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 184.57 FEET; THENCE S77°31'48"E, 1279.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 11°30'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 87.40 FEET; THENCE N84°38'08"E, 249.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2800.00 FEET AND CENTRAL ANGLE OF 14°14'26" WITH A CHORD BEARING S12°29'00"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 695.93 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4000.00 FEET AND CENTRAL ANGLE OF 44°23'55"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 3099.60 FEET; THENCE S24°47'41"W, 627.11 FEET; THENCE N65°09'54"W, 50.40 FEET; THENCE N62°23'56"W, 274.64 FEET; THENCE S87°57'59"W, 50.00 FEET; THENCE N02°03'24"W, 306.39 FEET; THENCE N88°04'43"E, 117.47 FEET; THENCE N24°50'08"E, 305.56 FEET; THENCE S73°17'49"W, 153.21 FEET; THENCE S48°07'19"W, 152.66 FEET; THENCE S76°25'16"W, 75.68 FEET; THENCE N66°32'54"W, 69.72 FEET; THENCE N51°39'51"W, 93.49 FEET; THENCE N26°57'33"W, 82.60 FEET; THENCE N17°45'58"W, 65.89 FEET; THENCE N18°36'18"W, 102.32 FEET; THENCE N10°09'49"W, 97.58 FEET; THENCE N19°40'04"E, 122.30 FEET; THENCE S89°49'59"W, 543.01 FEET; THENCE S32°42'52"W, 21.48 FEET; THENCE N89°44'55"W, 66.83 FEET; THENCE S65°36'26"W, 21.89 FEET; THENCE N86°57'36"W, 132.40 FEET; THENCE S88°07'07"W, 148.41 FEET; THENCE N01°37'20"W, 258.78 FEET; THENCE N88°51'25"W, 371.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX CALLS; N01°08'35"E, 476.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 11°34'37"; THENCE ALONG THE ARC OF SAID CURVE, 802.13 FEET; THENCE N01°39'54"W, 169.89 FEET; THENCE S88°20'06"W, 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 7°50'06" WITH A CHORD BEARING N16°50'30"W; THENCE ALONG THE ARC OF SAID CURVE, 542.86 FEET; THENCE N20°45'33"W, 1588.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AREA = 9,726,910 SQ. FT. OR 223.30 ACRES, MORE OR LESS.

LEGEND

ELECTRIC SERVICE	TRAFFIC SIGNAL BOX
CMB MAIL BOX	CO CLEAN OUT
SIGN	CONCRETE MONUMENT
TREE	PERMANENT REFERENCE MONUMENT
FH FIRE HYDRANT	PERMANENT CONTROL POINT
WM WATER METER	(R) RADIAL LINE
GUY ANCHOR	(NR) NON-RADIAL LINE
UTILITY POLE	WV WATER VALVE
IRON ROD WITH CAP	EXISTING ELEVATION
IRON PIPE	TV CABLE TELEVISION BOX
TB TELEPHONE BOX	

PROPOSED
PLANTATION OAKS – UNIT 2
VOLUSIA COUNTY, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	PLANTATION OAKS OF ORMOND BEACH	6-07-2016	16-0212
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FO—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	WM	WATER METER	R	RADIUS	SEC	SECTION	— T —	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	TSB	TRAFFIC SIGNAL BOX	L	ARC LENGTH	TWP	TOWNSHIP	— W —	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	FH	FIRE HYDRANT	CB	CHORD BEARING	RGE	RANGE	— E —	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	WM	WATER METER	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	— G —	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	LP	LIGHT POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	PP	POWER POLE/UTILITY POLE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK
ES	ELECTRIC SERVICE	GA	GUY ANCHOR	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(NR)	NON RADIAL	— + —	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	OPP	CONCRETE POWER POLE		CENTERLINE	(P)	PLAT	(R)	RADIAL	ID	IDENTIFICATION
VCP	VITRIOUS CLAY PIPE	WPP	WOOD POWER POLE			(M)	MEASURED	(D)	DEED	(TYP)	TYPICAL
INV	INVERT	PVC	POLYVINYL CHLORIDE					(DESC)	DESCRIPTION	MH	MANHOLE
		CONC	CONCRETE								

FOR: PLANTATION OAKS OF ORMOND BEACH

SCALE: 1"=200' FIELD BOOK: PAGE(S): SHEET 1 OF 1

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	–	–	–	–	–
BOUNDARY SURVEY :	6/07/2016	16-0212	XX	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION SURVEY :	–	–	–	–	–
FINAL SURVEY :	–	–	–	–	–
RECERTIFICATION SURVEY :	–	–	–	–	–

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

LEGAL DESCRIPTION, PHASE 2 PLANTATION OAKS

LEGAL DESCRIPTION:

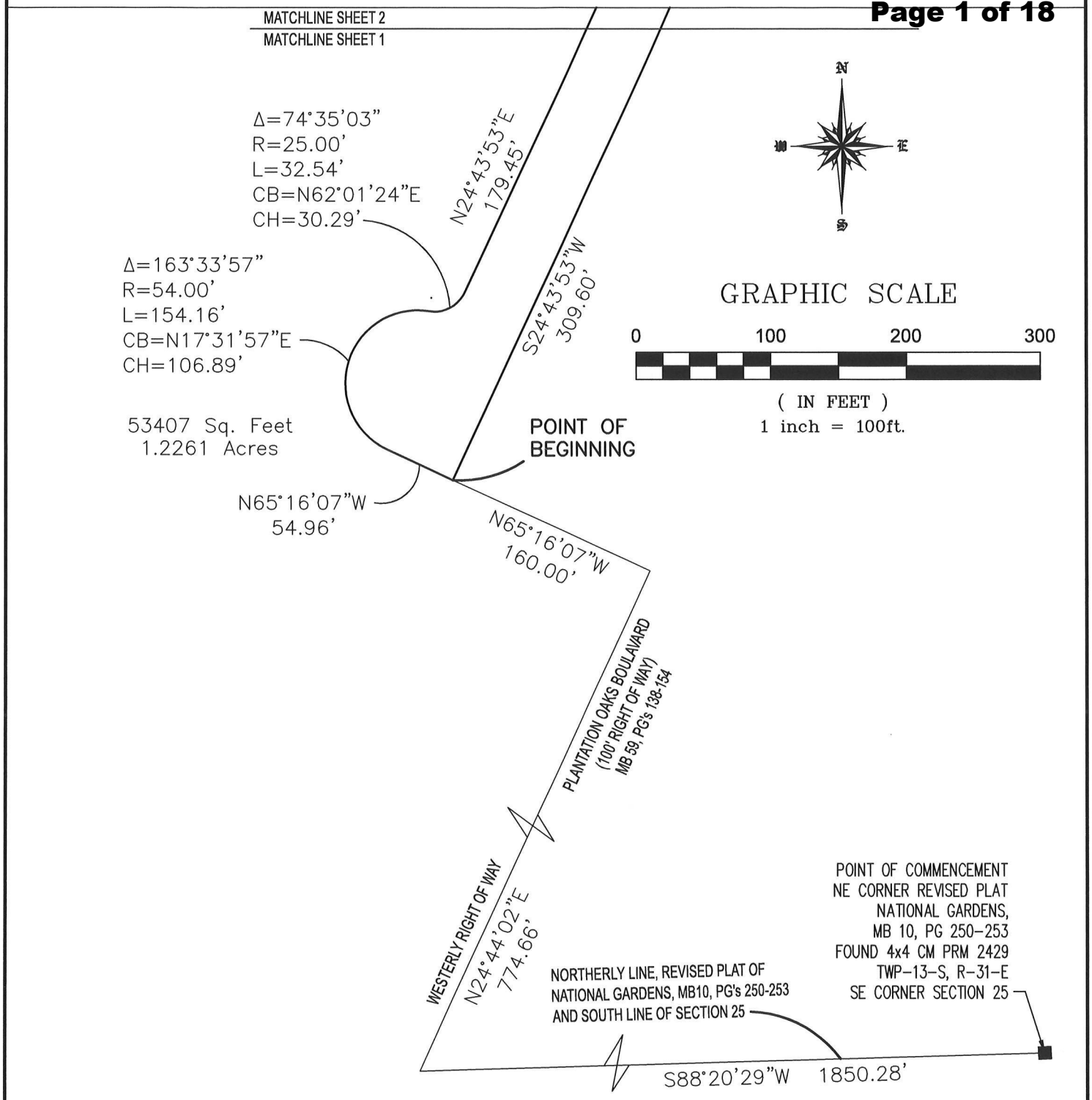
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°11'19"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 941.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300.00 FEET RIGHT OF WAY; THENCE DEPARTING SAID SECTION LINE, S20°45'33"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N88°35'55"E, 921.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 33°54'54"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 257.49 FEET; THENCE S54°47'16"E, 112.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND CENTRAL ANGLE OF 22°44'33"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 184.57 FEET; THENCE S77°31'48"E, 1279.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 11°30'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 87.40 FEET; THENCE N84°38'08"E, 249.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2800.00 FEET AND CENTRAL ANGLE OF 14°14'26" WITH A CHORD BEARING S12°29'00"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 695.93 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4000.00 FEET AND CENTRAL ANGLE OF 44°23'55"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 3099.60 FEET; THENCE S24°47'41W, 627.11 FEET; THENCE N65°09'54"W, 50.40 FEET; THENCE N62°23'56"W, 274.64 FEET; THENCE S87°57'59"W, 50.00 FEET; THENCE N02°03'24"W, 306.39 FEET; THENCE N88°04'43"E, 117.47 FEET; THENCE N24°50'08"E, 305.56 FEET; THENCE S73°17'49"W, 153.21 FEET; THENCE S48°07'19"W, 152.66 FEET; THENCE S76°25'16"W, 75.68 FEET; THENCE N66°32'54"W, 69.72 FEET; THENCE N51°39'51"W, 93.49 FEET; THENCE N26°57'33"W, 82.60 FEET; THENCE N17°45'58"W, 65.89 FEET; THENCE N18°36'18"W, 102.32 FEET; THENCE N10°09'49"W, 97.58 FEET; THENCE N19°40'04"E, 122.30 FEET; THENCE S89°49'59"W, 543.01 FEET; THENCE S32°42'52"W, 21.48 FEET; THENCE N89°44'55"W, 66.83 FEET; THENCE S65°36'26"W, 21.89 FEET; THENCE N86°57'36"W, 132.40 FEET; THENCE S88°07'07"W, 148.41 FEET; THENCE N01°37'20"W, 258.78 FEET; THENCE N88°51'25"W, 371.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX CALLS; N01°08'35"E, 476.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 11°34'37"; THENCE ALONG THE ARC OF SAID CURVE, 802.13 FEET; THENCE N01°39'54"W, 169.89 FEET; THENCE S88°20'06"W, 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 7°50'06" WITH A CHORD BEARING N16°50'30"W; THENCE ALONG THE ARC OF SAID CURVE, 542.86 FEET; THENCE N20°45'33"W, 1588.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AREA = 9,726,910 SQ. FT. OR 223.30 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 1 of 18



PROJECT: UNIT 2D, AREA "A"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 1
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

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(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

JOB NO. 23-0622

SHEET 1 OF 4

SKETCH OF DESCRIPTION

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.

S75°07'42"E
50.00'

Δ=9°51'36"
R=3790.00'
L=652.21'
CB=N19°48'05"E
CH=651.41'

Δ=9°51'34"
R=3840.00'
L=660.79'
CB=S19°48'06"W
CH=659.98'

MATCHLINE SHEET 2

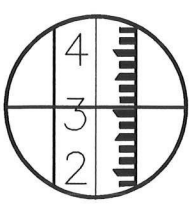
MATCHLINE SHEET 1

PROJECT: UNIT 2D, AREA "A"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 1
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



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JOB NO. 23-0622

SHEET 2 OF 4

LEGAL DESCRIPTION UNIT 2D (AREA "A") 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 1

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING WESTERLY OF PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154; THENCE N24°44'02"E, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 774.66 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE N65°16'07"W, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°16'07"W, A DISTANCE OF 54.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 163°33'57", A CHORD BEARING OF N17°31'57"E AND A CHORD DISTANCE OF 106.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 154.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°35'03", A CHORD BEARING OF N62°01'24"E AND A CHORD DISTANCE OF 30.29 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 32.54 FEET; THENCE N24°43'53"E, A DISTANCE OF 179.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 09°51'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 652.21 FEET; THENCE S75°07'42"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3840.00 FEET, A CENTRAL ANGLE OF 09°51'34", A CHORD BEARING OF S19°48'06"W AND A CHORD DISTANCE OF 659.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 660.79 FEET; THENCE S24°43'53"W, A DISTANCE OF 309.60 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 53407 SQUARE FEET, 1.2261 ACRES

PROJECT: UNIT 2D, AREA "A" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 1 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 3 OF 4

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.

3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0564 FOR BRADFORD LAKES LLC.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 4

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

FPL
PLANTATION OAKS OF ORMOND BEACH II, LLC

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

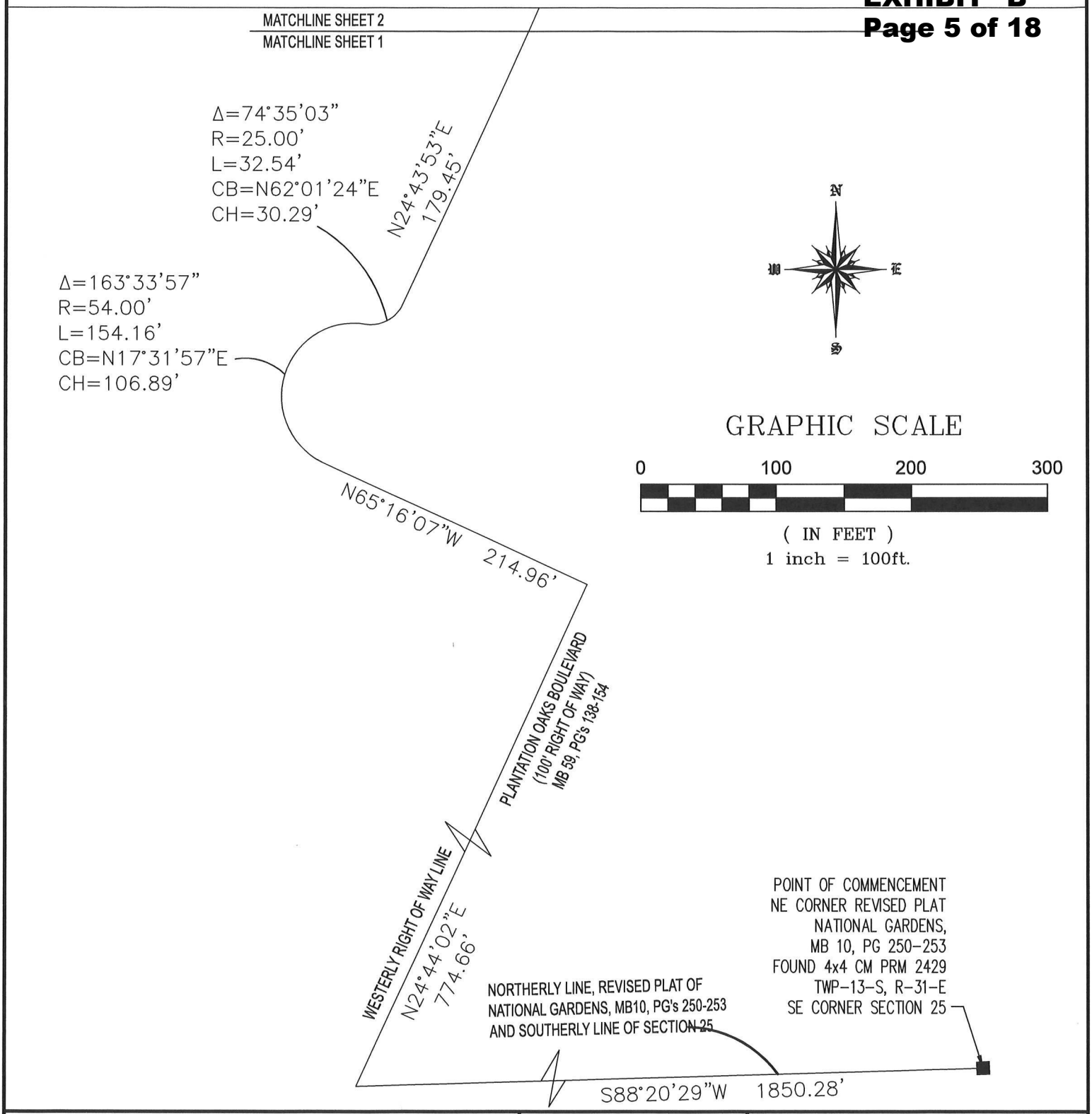
Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2024.06.26 13:10:11 -04'00'

J.E. ZAPERT, PLS 4046

PROJECT: UNIT 2D, AREA "A" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 1 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 4 OF 4

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 5 of 18



PROJECT: UNIT 2D, AREA "B"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

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PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

JOB NO. 23-0622

SHEET 1 OF 7

SKETCH OF DESCRIPTION

MATCHLINE SHEET 3

MATCHLINE SHEET 2

Δ=90°45'39"
R=25.00'
L=39.60'
CB=N58°43'49"E
CH=35.59'

N14°06'39"E
50.00'

Δ=90°42'44"
R=25.00'
L=39.58'
CB=N30°31'59"W
CH=35.57'

Δ=9°51'36"
R=3790.00'
L=652.21'
CB=N19°48'05"E
CH=651.41'

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.

MATCHLINE SHEET 2

MATCHLINE SHEET 1

PROJECT: UNIT 2D, AREA "B"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
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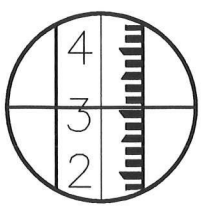
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



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JOB NO. 23-0622

SHEET 2 OF 7

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 7 of 18

MATCHLINE SHEET 4
MATCHLINE SHEET 3

MATCHLINE SHEET 3
MATCHLINE SHEET 4

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.

Δ=14°51'24"
R=3790.00'
L=982.73'
CB=N05°55'18"E
CH=979.98'

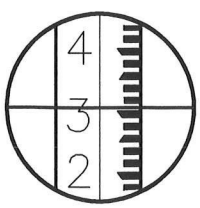
MATCHLINE SHEET 3
MATCHLINE SHEET 2

PROJECT: UNIT 2D, AREA "B"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

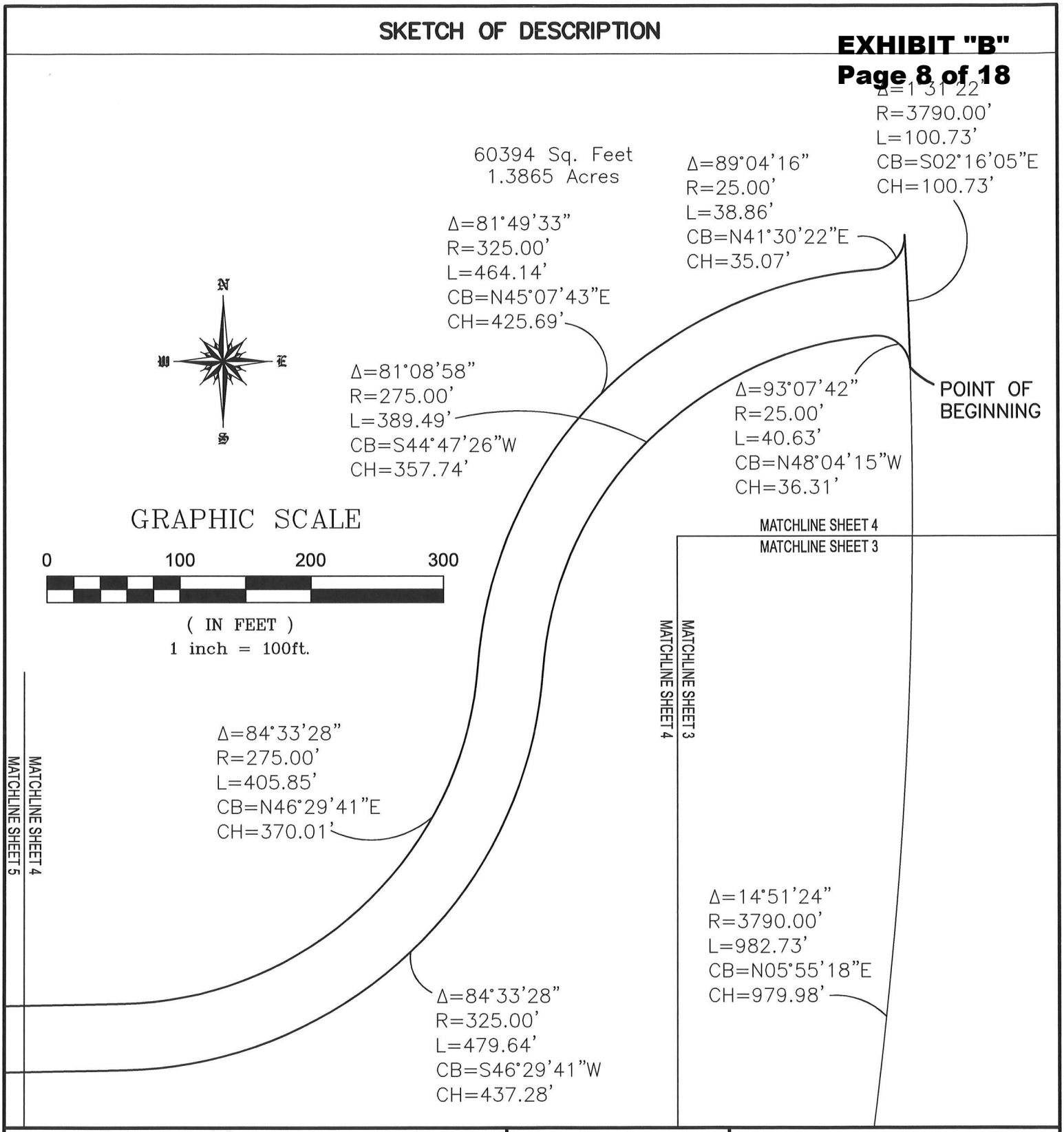
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

JOB NO. 23-0622

SHEET 3 OF 7

SKETCH OF DESCRIPTION



PROJECT: UNIT 2D, AREA "B"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
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4 3 2

JOB NO. 23-0622

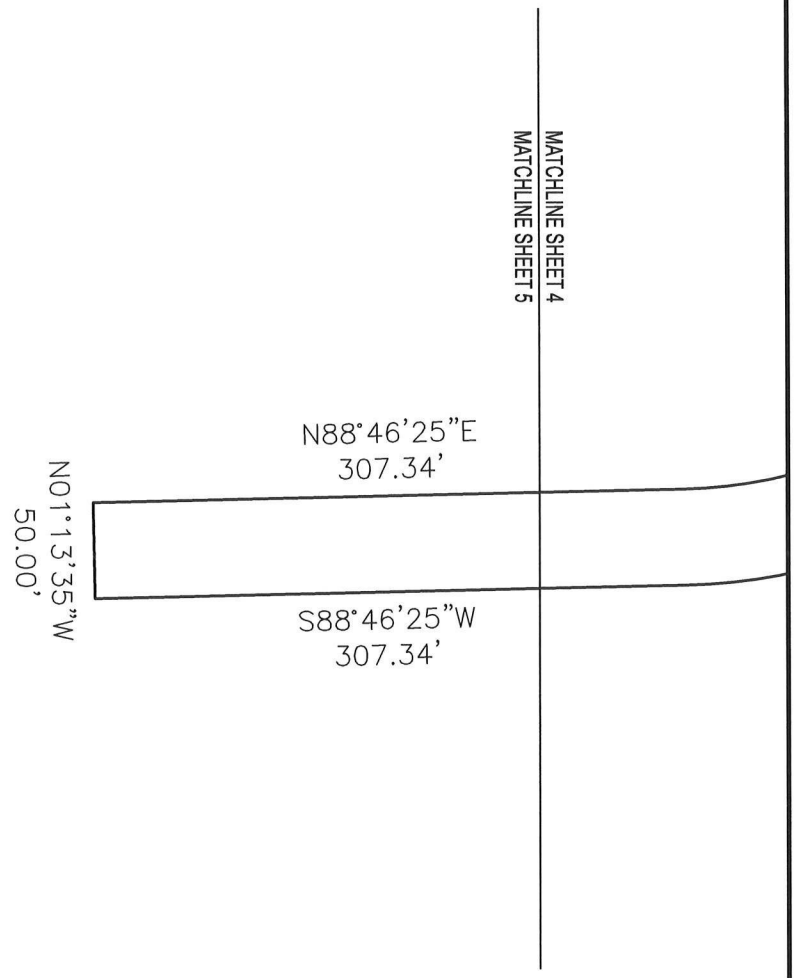
SHEET 4 OF 7

SKETCH OF DESCRIPTION

GRAPHIC SCALE

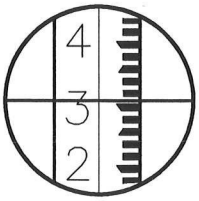
0 100 200 300

(IN FEET)
1 inch = 100ft.



PROJECT: UNIT 2D, AREA "B"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024



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LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-0622

SHEET 5 OF 7

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION UNIT 2D (AREA "B") 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 5

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING WESTERLY OF PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154; THENCE N24°44'02"E, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 774.66 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE N65°16'07"W, A DISTANCE OF 214.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 163°33'57", A CHORD BEARING OF N17°31'57"E AND A CHORD DISTANCE OF 106.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 154.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°35'03", A CHORD BEARING OF N62°01'24"E AND A CHORD DISTANCE OF 30.29 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 32.54 FEET; THENCE N24°43'53"E, A DISTANCE OF 179.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 09°51'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 652.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°42'44"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 39.58 FEET; THENCE N14°06'39"E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°45'39", A CHORD BEARING OF N58°43'49"E AND A CHORD DISTANCE OF 35.59 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.60 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 14°51'24", A CHORD BEARING OF N05°55'18"E AND A CHORD DISTANCE OF 979.98 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 982.73 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°07'42", A CHORD BEARING OF N48°04'15"W AND A CHORD DISTANCE OF 36.31 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 40.63 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 81°08'58", A CHORD BEARING OF S44°47'26"W AND A CHORD DISTANCE 357.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 389.49 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 84°33'28", A CHORD BEARING OF S46°29'41"W AND A CHORD DISTANCE OF 437.28 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 479.64 FEET; THENCE S88°46'25"W, A DISTANCE OF 307.34 FEET; THENCE N01°13'35"W, A DISTANCE OF 50.00 FEET; THENCE N88°46'25"E, A DISTANCE OF 307.34 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 84°33'28"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 405.85 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 81°49'33"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 464.14 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°04'16"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 38.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 01°31'22", A CHORD BEARING OF S02°16'05"E, AND A CHORD DISTANCE OF 100.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 100.73 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 60394.46 SQUARE FEET, 1.386 ACRES

PROJECT: UNIT 2D, AREA "B" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 6 OF 7

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.

3. THIS SKETCH IS BASED ON SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0564 FOR BRADFORD LAKES LLC.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 7

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

FPL
PLANTATION OAKS OF ORMOND BEACH II, LLC

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

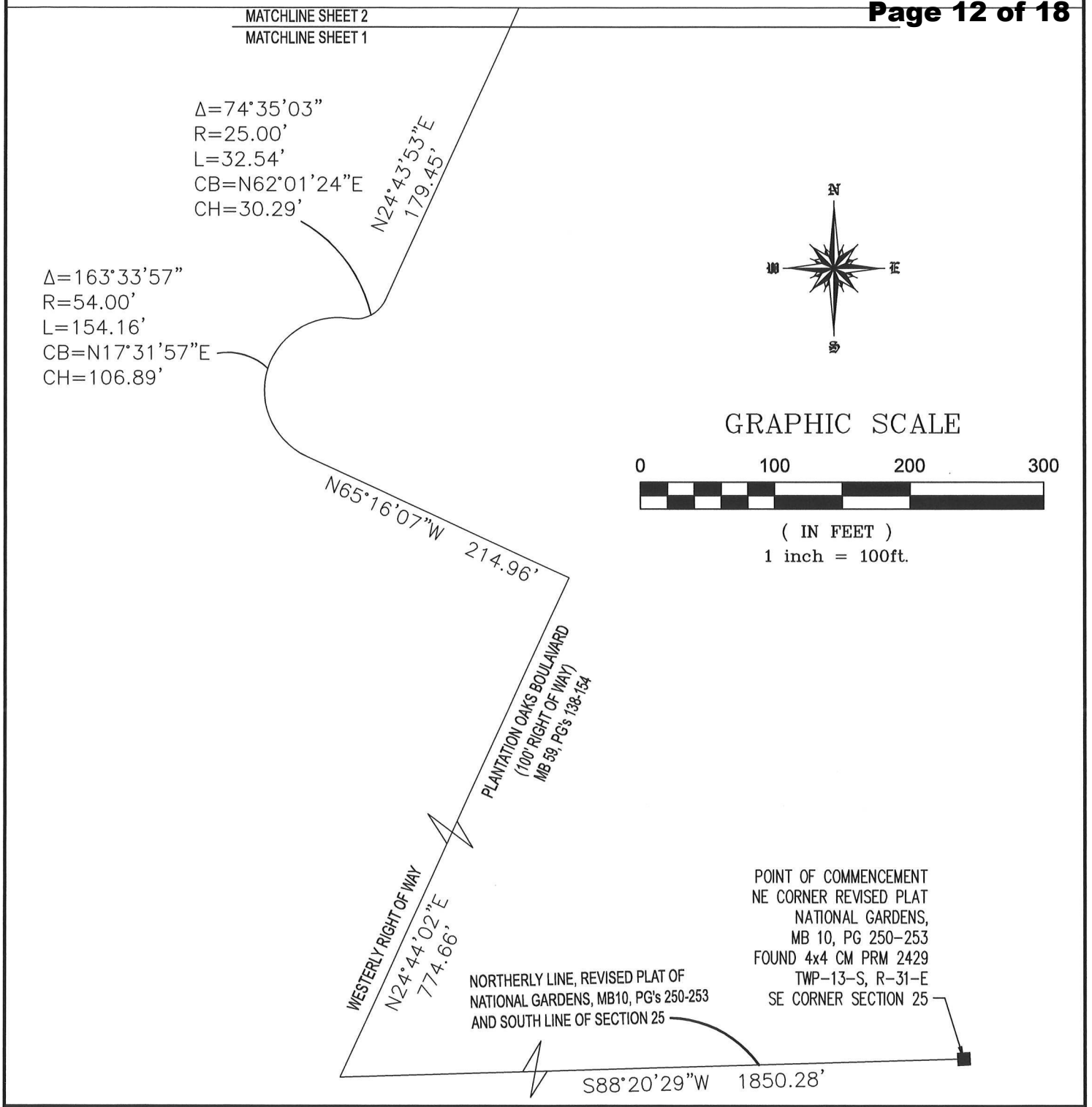
Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2024.08.06 10:21:20 -04'00'

J.E. ZAPERT, PLS 4046

PROJECT: UNIT 2D, AREA "B" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 4 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 7 OF 7

SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 12 of 18



PROJECT: UNIT 2D, AREA "C"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS	
O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
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PRC	POINT OF REVERSE CURVE

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JOB NO. 23-0622 | SHEET 1 OF 7

SKETCH OF DESCRIPTION

MATCHLINE SHEET 2
MATCHLINE SHEET 1

N75°53'21"W 370.93'

Δ=61°01'13"
R=275.00'
L=292.88'
CB=S73°36'03"W
CH=279.23'

Δ=90°42'44"
R=25.00'
L=39.58'
CB=N30°31'59"W
CH=35.57'

Δ=9°51'36"
R=3790.00'
L=652.21'
CB=N19°48'05"E
CH=651.41'

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.

MATCHLINE SHEET 2
MATCHLINE SHEET 1

PROJECT: UNIT 2D, AREA "C"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
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CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
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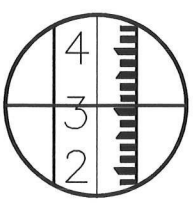

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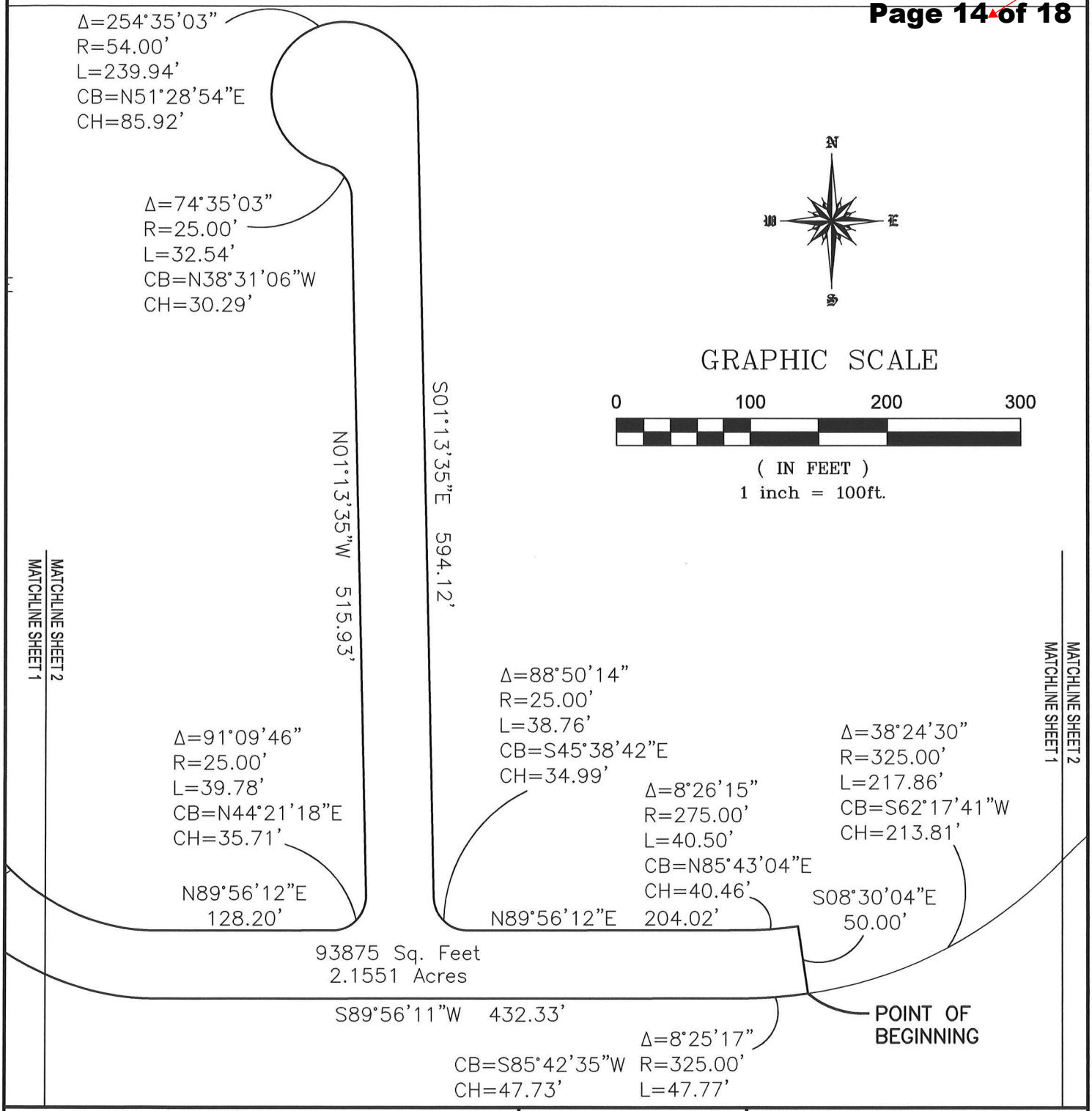
JOB NO. 23-0622 | SHEET 2 OF 7

SKETCH OF DESCRIPTION



PROJECT: UNIT 2D, AREA "C"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
DATE: 06-13-2024

LEGEND / ABBREVIATIONS

O	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
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4 3 2

JOB NO. 23-0622 | SHEET 3 OF 7

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100ft.

Δ=281°28'10"
R=54.00'
L=265.28'
CB=N88°46'25"E
CH=68.35'

Δ=50°44'05"
R=25.00'
L=22.14'
CB=S24°08'28"W
CH=21.42'

Δ=50°44'05"
R=25.00'
A=22.14'
CB=N26°35'37"W
CH=21.42'

N01°13'35"W
161.64'

S01°13'35"E
161.64'

MATCHLINE SHEET 2
MATCHLINE SHEET 1

Δ=88°50'14"
R=155.00'
L=240.33'
CB=S45°38'42"E
CH=216.97'

Δ=88°50'14"
R=205.00'
L=317.85'
CB=N45°38'42"W
CH=286.96'

PROJECT: UNIT 2D, AREA "C"
50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7
CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC

SCALE: 1"=100'
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LEGEND / ABBREVIATIONS	
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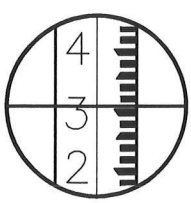

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JOB NO. 23-0622 | SHEET 4 OF 7

LEGAL DESCRIPTION UNIT 2D (AREA "C") 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT 7

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, LYING WESTERLY OF PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE SOUTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154; THENCE N24°44'02"E, A ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 774.66 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE N65°16'07"W, A DISTANCE OF 214.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 163°33'57", A CHORD BEARING OF N17°31'57"E AND A CHORD DISTANCE OF 106.89 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 154.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°35'03", A CHORD BEARING OF N62°01'24"E AND A CHORD DISTANCE OF 30.29 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 32.54 FEET; THENCE N24°43'53"E, A DISTANCE OF 179.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3790.00 FEET, A CENTRAL ANGLE OF 09°51'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 652.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°42'44"; THENCE NORTHWESTERLY A LONG THE ARC OF SAID CURVE 39.58 FEET; THENCE N75°53'21"W, A DISTANCE OF 370.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 61°01'13"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 292.88 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 38°24'30"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 217.86 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08°25'17", A CHORD BEARING OF S85°42'35"W AND A CHORD DISTANCE OF 47.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 47.77 FEET; THENCE S89°56'11"W, A DISTANCE OF 432.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 88°50'14"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 317.85 FEET; THENCE N01°13'35"W, A DISTANCE OF 161.64 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50°44'05"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 22.14 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 281°28'10"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 265.28 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 50°44'05"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 22.14 FEET; THENCE S01°13'35"E, A DISTANCE OF 161.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 88°50'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 240.33 FEET; THENCE N89°56'12"E, A DISTANCE OF 128.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°09'46"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 39.78 FEET; THENCE N01°13'35"W, A DISTANCE OF 515.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°35'03"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 32.54 FEET

SKETCH OF DESCRIPTION

TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 254°35'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 239.94 FEET; THENCE S01°13'35"E, A DISTANCE OF 594.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°50'14"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 38.76 FEET; THENCE N89°56'12"E, A DISTANCE OF 204.02 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 08°26'15"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 40.50 FEET; THENCE S08°30'04"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 93875 SQUARE FEET, 2.155 ACRES

PROJECT: UNIT 2D, AREA "C" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 6 OF 7

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.

2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, HAVING A BEARING OF S88°20'29"W.

3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-0564 FOR BRADFORD LAKES LLC.

4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.

6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 7

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

FPL
PLANTATION OAKS OF ORMOND BEACH II, LLC

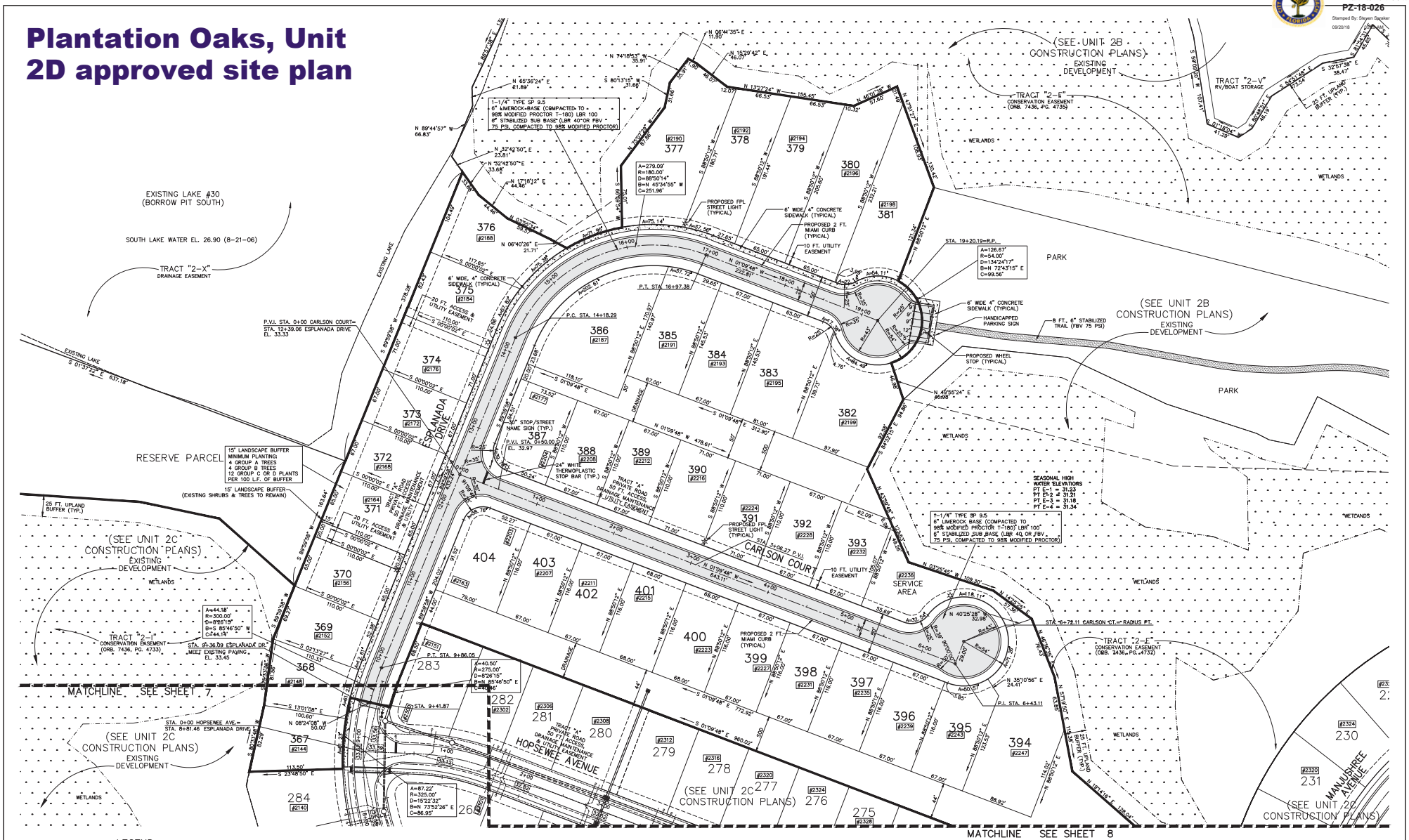
I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2024.06.26 13:14:25 -04'00'

J.E. ZAPERT, PLS 4046

PROJECT: UNIT 2D, AREA "C" 50 FOOT ACCESS/DRAINAGE/UTILITY EASEMENT-7 CLIENT: PLANTATION OAKS OF ORMOND BEACH II, LLC	SCALE: 1"=100' DATE: 06-13-2024	JOB NO. 23-0622	SHEET 7 OF 7

Plantation Oaks, Unit 2D approved site plan



NO.	DATE	DESCRIPTION	BY
3	8-14-18	REVISED	SW
2	7-14-18	REVISED	SW
1	4-9-18	REVISED	SW

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NO. 00003910

SITE/DIMENSIONING LOT LAYOUT, ADDRESS PLAN

PLANTATION OAKS OF ORMOND BEACH – UNIT 2D
VOLUSIA COUNTY * FLORIDA

FILE: 15-09.2D-SP	DESIGNER: P.MYNCHENBERG
DATE: 7.30.17	CADD TECH: C.HARNDEN
SCALE: 1" = 50'	SHEET 6 OF 32

Parker Mynchenberg, P.E. 32645 SEAL

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Intent to Bid - Water/Wastewater Directional Drilling 2024-2025		
Summary:	This item provides public notice of the City's intent to issue an invitation to bid for the directional drilling of casings for replacement water/wastewater services, bid number 2025-06. When service properties are located on the opposite side of the roadway from an existing utility main, installation of a new service requires the directional drilling of a casing under the roadway surface. This drilling is accomplished by a licensed underground drilling contractor. Installing a new casing eliminates the cutting of the roadway, reduces the time required to complete the repair/replacement work, and significantly reduces the overall amount of restoration work required. By providing a sleeve for the installation of the new service, future repairs, if necessary, are also much simpler. In the past, the City had solicited quotes from vendors for the installation of casings for new or replacement water/wastewater services and the cost of installing new casings did not exceed the $25,000 threshold requiring Commission action. Now, in conjunction with recent price increases in the industry, the City's need to replace services exceeds $25,000. On average, 40–55 casings need to be installed per year, with the average cost of installation at approximately $800. It is estimated the need for new and replacement casings this fiscal year will be nearly $45,000. The City plans on publicly advertising this work with the intent of establishing a new contract.		
Financial Impact:	Funding for directional drilling has been included in Fund 401-Water & Wastewater Operating Fund.		

Citizen Impact:	Replacement of old water services insures customers have an adequate supply of potable water for their needs. Directional drilling underneath roadways allows staff to effectively repair these lines without having to cut the roadway and disrupt traffic.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. City Wide Directional Drilling
Approval:	Kelly McGuire, Finance Director 9/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: City Wide Directional Drilling

Bid Number: 2025-06

Bid Opening Date & Time: 11/6/2024 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: _____

_____

Bidder's Mailing Address: _____

_____

City, State, Zip Code: _____

F.E.I.N: _____

Phone Number: _____

Email: _____

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing

relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

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

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

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

RESPONSIBILITY DETERMINATION: 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.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

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

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside

delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

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

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

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

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding $2,500.00.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

City Wide Directional Drilling

BID 2025-06

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach

City Wide Directional Drilling

BID 2025-06

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

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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: _____

Entity: _____ Name: _____

Title: _____

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 document must be completed and returned with your Submittal

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____Fax Number: _____

Owner's Name: _____Signature: _____

Sworn to before me this _____day of _____

Notary Public for the State of _____My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____**Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

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

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

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

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

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

$100,000 Each Accident Bodily Injury by Accident

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

City Wide Directional Drilling

BID 2025-06

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

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

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

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

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

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

City of Ormond Beach

City Wide Directional Drilling

BID 2025-06

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is October 25th, 2024 @ 4:00 PM

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) year beginning December 3, 2024 and ending December 3, 2026** and will be automatically renewed for three additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

From time to time, the Water Distribution division receives customer concerns about low water pressure/volume in their home. Water Distribution responds to the concern by testing the rate of flow from the water service. If the flow rate falls below the acceptable rate of 6 gpm, the service is scheduled for replacement. The usual cause of low flow is attributed to the condition of the old galvanized pipe. Where service properties are located on the opposite side of the street from the watermain, installation of the new service requires the directional drilling of a casing under the roadway surface. This work eliminates the cutting of the roadway surface, reducing the time to complete the repair, and eliminating restoration of the road. By providing a sleeve for the installation of the

new service, future repairs, if necessary are also much simpler. We cannot guarantee the quantity of work needed, however, the City averages the replacement of approximately 40 services per year.

The City of Ormond Beach will designate a primary contact point for the duration of the contract for project administration purposes. When the selected Contractor is contacted by the City to provide service, the Contractor will respond to the request within five (5) business days, or otherwise as mutually agreed upon. The Contractor will be responsible for calling in locates, establishing site safety, providing all equipment, material, labor, and other incidentals needed for installing new casings as required.

SUBMITTAL REQUIREMENTS

The following documentation is required to be submitted with the bid:

a. Meeting or exceeding our Risk Management Requirements in Exhibit A.
b. Minimum 5 years of documented experience.
c. Proper licensing (if required).

BID SCHEDULE

Description	**Price per foot**
Two-inch drilling and casing per foot	
Four-inch drilling and casing per foot	

IN THE EVENT THE SELECTED VENDOR IS UNABLE TO ADEQUATELY PROVIDE SERVICES NEEDED, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO USE THE BEST AVAILABLE SOURCE.

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Upgrade City Commission chambers technology AND Governance - Website redesign		
Department:	Information Technology		
Subject:	RFP - Temporary Information Technology Staffing		
Summary:	This item serves as public notice of the City's intent to issue a Request for Proposal (RFP) to provide temporary Information Technology staffing. The City is currently using two project managers on a temporary basis to oversee and drive the successful completion of several IT projects including implementation of the new telecommunications system and infrastructure upgrades, conversion to Microsoft 365, new City website design, City Commission chambers technology upgrades, and agenda management software conversion, as well as several enhancements within the City's enterprise ERP system, Tyler Technologies. These projects are critical to providing efficient services to residents and businesses, increasing data security, and ensuring compliance with cybersecurity statutory requirements. The project managers are responsible for planning, executing, and closing projects according to strict deadlines and within budget. The role involves coordinating the efforts of team members, third-party contractors, and stakeholders to ensure project goals are successfully met. The professional services utilized for the City's current projects have been provided by Dexian Inc. Since the cost has exceeded the $25,000 threshold and professional IT services will be utilized throughout the implementation of several key projects, staff intends on issuing a RFP to solicit firms who can provide temporary IT professionals as needed. The following list outlines the various projects currently being managed by in-house and contract project managers:		

	M365 project (Start 6/2024 - Finish 4/2025) Phase 1 – Migration of Exchange to O365 with 2FA – Barracuda Backups of O365 emails w Archiving Phase 2 – Migration of MS APPS Excel, Word, Power Point, Outlook and MS Teams Phase 3 – integrating the MS Teams with FortiVoice Phase 4 – SharePoint and OneDrive Phase 5 – Security additional security products Network/Telecom project (Start 6/2024 - Finish 4/2025) City wide network replacement City wide Phone system replacement City wide Wi-Fi replacement Cyber Security upgrade Operating system 2 Factor Authentication and VPN access Datacenter Infrastructure upgrade (Estimated to start 5/2025) Server replacement VMWare upgrade Operating System upgrade SAN upgrade and replacement Fabric switching – isolating data center traffic from network traffic Granicus projects (Start 6/2024 - Finish 3/2025) City's Website upgrade and replacement OneMeeting – agenda management software replacement Electornic Voting Swagit - livestreaming/broadcasting of City Commission meetings Chambers Project (Start 4/2024 - Finish 1/2025) IM Solutions Audio and Video replacement MS VDI Implementation - (Estimated to start 3/2025) This is pilot project to upgrade 25 desktops to Virtual desktop
Financial Impact:	Funding will be provided from the Information Technology Division of Fund 001-General Fund.
Citizen Impact:	Successful completion of these projects promotes transparency, improves data security, and provides additional access to information and public meetings for the City's residents.
Recommended Action (Staff, Advisory Board and/or Other):	This item serves to provide notice of the City's intent to issue a RFP for temporary Information Technology staffing.
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031

Attachments:	1. Temporary Information Technology Staffing	
Approval:	Kelly McGuire, Finance Director	9/18/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/19/2024
	Joyce Shanahan, City Manager	9/25/2024

City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Temporary Information Technology Staffing**

RFP NUMBER:**2025-09**

RFP OPENING DATE & TIME: **November 6, 2024 at 2:30 pm**

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

PRE-PROPOSAL MEETING DATE & TIME: **None**

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

EMAIL: _____
If returning as a "No Submittal", please state reason (s _____

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

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

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

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

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

RESPONSIBILITY DETERMINATION: 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.

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is soliciting proposals from experienced and qualified vendors to provide temporary staffing services to ensure the Information Technology Department remains staffed to provide necessary City services. This process is not intended to circumvent the normal hiring procedure for the City. Staff seeks to award a term agreement to one or more vendors, the number of vendors selected for contract award depends on the number of qualified proposals received and their rankings by staff.

II. SCOPE OF SERVICES

The selected vendors will provide candidates for Information Technology positions on a full-time and/or part-time basis, for temporary labor, temporary to hire, and direct hire placement. Staffing needs may vary within a broad range of technical skill and knowledge levels for each requested placement. Current job classifications include but are not limited to:

- Project manager
- Network architect
- Systems analyst
- IT coordinator
- Network administrator
- Network engineer
- Help desk analyst
- System administrator
- Wireless network engineer
- Cybersecurity engineer
- Tyler analyst
- Software Engineer
- Web developer
- GIS analyst
- GIS specialist

It is not required that each vendor be able to provide staffing for all job classifications. Positions will be filled according to whichever vendor's candidates' qualifications most closely meet the City's needs for a particular placement. Additionally, there is no minimum guarantee in terms of the number of requests or how many will be allocated to any agency.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and will be automatically renewed for three additional one-year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- The firm(s) chosen must have a minimum of 5 years providing IT staffing services for a municipality or similar government agency.
- For all positions, the Contractors must be able to effectively communicate in the English language, with or without reasonable accommodation, to ensure instructions can be followed and safety and warning signs can be obeyed.
- All Contractors are required to follow a dress code as specified by each department and communicate in a courteous and respectful manner.
- Proposer must assign a single point of contact and backup representative to coordinate and assist in any employment requests, availability, scheduling, billing, and contract compliance requirements.

V. PROPOSAL PROCESS

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

1. CAPABILITY, CAPACITY AND QUALIFICATIONS OF THE OFFEROR (45%)

1.1 Overview of the Responding Organization

Please provide an overview of the company including but not limited to the company's legal name and corporate structure, location of the main office and any satellite offices, number of years in business and providing the requested services, and litigations and/or bankruptcy filings in the last 5 years. High scoring proposals will be able to demonstrate the longevity of the company and principals.

1.2 Staffing

Provide an organizational chart indicating the anticipated roles and responsibilities of the proposed team. High scoring proposals will provide a resume for team members for each identified employee and how continuity will be provided by the firm's staff. High scoring proposals will also be able to demonstrate that the proposed contract manager and other staff members have experience in performing services of a similar size organization and scope.

1.3 References.

At least three (3) client references should be included in this section, outlining contact information, scope of services provided, and length of time services were provided for similar services to what the City is requesting. High scoring proposals will provide longstanding references performing services of a similar sized organization and scope.

1.4 Standard Agreement

It is the City's intention to negotiate and enter into an agreement with the selected vendor. Please provide a copy of the proposer's agreement.

2. SUITABILITY AND QUALITY OF THE APPROACH. (40%)

2.1 Project Approach

Provide a description of how the agency will accomplish the work and satisfy the City's minimum scope of services. High scoring proposals will demonstrate a comprehensive understanding of temporary staffing services and explain how the current temporary staffing environment impacts the City's ability to obtain highly qualified contractors. High scoring proposals will also provide considerations not specifically outlined by the City for consideration and explain why the additional considerations are important.

2.2 On-Boarding Process

Please provide a detailed description of the process your firm will use to onboard the City as a client and maintain continuity throughout the term of the contract. High scoring proposals will demonstrate how the transition will have minimal

disruption to the City. In addition, high scoring proposals will provide a schedule outlining the firm's key milestones in the onboarding process.

2.3 Pricing Proposal.

Please provide a Pricing Proposal that outlines the hourly rates for each of the positions identified in this RFP as well as other positions the City should consider and identify how the City will be invoiced. High scoring proposals will indicate all of the fees and assumptions that comprise the hourly rates.

3. QUALITY ASSURANCE (15%)

3.1 Contractor recruitment

Describe strategy, procedures, and systems for recruitment of contractors for your firm. High scoring proposals will demonstrate a detailed process that results in hiring highly skilled talent.

3.2 Training Program

Describe your firm's program for training contractors and accessing skillsets. The discussion should include testing, evaluation methods as well as policies and initiatives that train their contractors.

3.3 On-Boarding Contractors to City Positions

Describe strategy, procedures, and systems in which the proposer will use to assign contractors to City positions. The discussion should include the screening and interviewing process including options for references and background checks. High scoring proposals will demonstrate low contractor placement turnover and high temporary conversions to permanent positions

.

VI. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., November 6, 2024.

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

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

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

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

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

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

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the members of the Information Technology Department and may possibly include Human Resources, Finance or others as appropriate. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

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

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

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

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

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

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the

right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

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

Capability, Capacity and Qualifications (45 points)
Suitability and Quality of Approach (40 points)
Quality Assurance (15 points)

Responsive proposals will be ranked in each of the criteria.

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

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

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

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

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

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

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

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

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

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

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

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

Limits (not less than)

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

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

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

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

(d) Excess Liability

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

(e) Builder’s Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

City of Ormond Beach
Request for Proposals (RFP)
Temporary Information Technology Staffing
(RFP No. 2025-09)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
Temporary Information Technology Staffing
(RFP No. 2025-09)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____ FAX NO.: _____

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

TITLE: _____

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Temporary Information Technology Staffing
(RFP No. 2025-09)
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

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: _____

Entity: _____ Name: _____

Title: _____

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 document must be completed and returned with your Submittal

City of Ormond Beach
AGENDA ITEM

October 2, 2024 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-26
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Houses of Worship Conditions (SECOND READING)		
Summary:	This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment. The amendment is to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37). The House of Worship is requesting to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process. The Planning Board reviewed the proposed Land Development Code amendment at the August 8, 2024, meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed Land Development Code amendment.		
Financial Impact:	None		
Citizen Impact:	This amendment requires a public hearing for applications seeking a principal House of Worship building with less than a 100-foot setback within the rear or side yards. No citizen impact is anticipated.		
Recommended Action (Staff,	The Planning Board recommends approval of a Land Development Code amendment allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of		

Advisory Board and/or Other):	worship abuts a single-family use through the Special Exception process.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-26 HOW LDC Amendment (P24-0167G) 2. 08.08.2024, House of Worship, LDC Amendment, PB Report 3. 08.08.2024, Planning Board minutes, House of Worship 4. Ordinance BIE, HOW LDC Amend
Approval:	Kelly McGuire, Finance Director 9/19/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

ORDINANCE NO. 2024-26

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, Subsection (37), Houses of worship, of the City of Ormond Beach *Land Development Code* by amending the conditions for houses of worship, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on August 8, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the 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 (37), Houses of worship, of Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-57. Criteria for review of specific conditional and special exception.

(37) *Houses of worship.* Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). <u>If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then setback reduction allowances may be made through the Special Exception process and site-specific review.</u> No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

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 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment First United Methodist Church, Setbacks on the Rear and Side Yards

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATES:	September 18, 2024 (1st Reading) October 2, 2024 (2nd Reading)
APPLICANT:	Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church
PROJECT NUMBER:	PZ-2024-070
SUBJECT:	LDC amendment: Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process.

SECTION 2, BACKGROUND: First United Methodist Church representatives met with the Site Plan Review Committee (SPRC) on February 7, 2024, to discuss expansion and redevelopment. First United Methodist Church is at 336 South Halifax Drive and is zoned as R-2, Single-Family Low Density. In 1993, with Resolution 93-38, First United Methodist Church was approved as a Special Exception with a site plan and a number of site-specific conditions.

A House of Worship is identified as a Special Exception use within the R-2 zoning district and is required to comply with criteria established within Section 2-57 of the Land Development Code that is listed below:

(37) *Houses of worship.* Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

A key issue identified at the Site Plan Review Committee meeting was the requirement of subsection (c), which requires principal buildings to be located one hundred feet (100') from the side and rear property line abutting such district or use. The existing First United Methodist Church does not meet these requirements. The conceptual plan presented to the Site Plan Review Committee removed existing buildings closest to the residential uses and proposed a new building with increased setbacks to the residential uses. The applicant submitted a Land Development Code to allow a mechanism to reduce the required rear and side yard setbacks of 100 feet for a principal building that abuts a residential use through a Special Exception (public hearing process). A Special Exception would require (1) Site Plan Review Committee review, (2) a neighborhood meeting, (3) a Planning Board review and recommendation, and (4) City Commission action.

SECTION 3, ANALYSIS: The proposed Land Development Code amendment is applicant-initiated based on a specific property. It is important to note that the Land Development Code amendment would apply citywide. Houses of Worship are allowed as follows:

Exhibit 1: Zoning process for Houses of Worship

Zoning	Process	Approving Entity
SE, Special Environmental	Not Permitted	Not Permitted
REA, Rural Estate Agricultural	Special Exception	City Commission
RR, Rural Residential	Special Exception	City Commission
SR, Suburban Residential	Special Exception	City Commission

Zoning	Process	Approving Entity
R-1, Residential Estate	Special Exception	City Commission
R-2, Single-Family Low Density	Special Exception	City Commission
R-2.5, Single-Family Low-Medium Density	Special Exception	City Commission
R-3, Single-Family Medium Density	Special Exception	City Commission
NP, Neighborhood Preservation	Special Exception	City Commission
R-4, Single-Family Cluster and Townhouse	Special Exception	City Commission
R-5, Multifamily Medium Density	Special Exception	City Commission
R-6, Multifamily Medium-High Density	Special Exception	City Commission
T-1 Manufactured/Mobile Home	Special Exception	City Commission
T-2, Manufactured Home	Special Exception	City Commission
B-1, Professional Office/Hospital	Conditional	SPRC
B-2, Neighborhood Commercial	Not Permitted	Not Permitted
B-3, Reserved	Reserved	Reserved
B-4, Central Business	Conditional	SPRC
B-5, Service Commercial	Conditional	SPRC
B-6, Oceanfront Tourist Commercial	Not Permitted	Not Permitted
B-7, Highway Tourist Commercial	Conditional	SPRC
B-8, Commercial	Conditional	SPRC
B-9, Boulevard	Conditional	SPRC
B-10, Suburban Boulevard	Conditional	SPRC
I-1, Light Industrial	Conditional	SPRC

The underlined text is an addition to the original text, and the strike-through is the deleted text of the amendment.

Section 2-57, Criteria for review of specific conditional and special exception, Subsection (37):

(c) Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

The amendment provides a mechanism to seek a setback of less than 100 feet to a residential use through a site-specific use as a Special Exception. The Special Exception application for a setback reduction would be reviewed (Site Plan Review Committee, neighborhood meeting, Planning Board, and City Commission) on a case-by-case basis based on the criteria of the Special Exception process. The proposed Land Development Code amendment is the only mechanism allowing site-specific review. A setback reduction of criteria in Section 2-57 is not possible within the existing Special Exception process, a variance (BOAA cannot waive conditional use criteria), or a planned development.

In the review of the Land Development Code, staff sought to analyze the potential consequences of the amendment which are provided below:

Exhibit 2: Zoning scenarios with proposed Land Development Code amendment

Zoning	Action	Review Process
Commercial zoning (B-1, B-4, B-5, B-7, B-8, B-9, B-10 and I-1)	Meets the 100' setback to residential uses.	Acted upon by the Site Plan Review Committee after a neighborhood meeting.
Commercial zoning (B-1, B-4, B-5, B-7, B-8, B-9, B-10 and I-1)	Does not meet the 100' setback for residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.
Residential zoning (REA, RR, SR, R-1, R-2, R-2.5, R-3, NP, R-4,R-5, R-6, T-1, T-2)	Meets the 100' setback to residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.
Residential zoning (REA, RR, SR, R-1, R-2, R-2.5, R-3, NP, R-4, R-5, R-6, T-1, T-2)	Does not meet the 100' setback for residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the 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 would allow a mechanism for a House of Worship to seek a setback of less than 100 feet for residential use through a public hearing process. Whether or not a setback reduction is granted would be based on a separate development application with an extension review based on established criteria and public notification.

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 Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process.

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. The Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. The Land Development Code amendment does not specifically approve any development, but amends the development criteria for a House of Worship. If there is a belief that a House of Worship should always provide a 100-foot setback to residential uses, then the Land Development Code amendment should be denied.

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 Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. The amendment would not have a negative impact to public facilities. Any development related to a House of Worship would have an infrastructure analysis as part of the development review process.

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 Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. Any development related to a House of Worship would have an infrastructure analysis as part of the development review process.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. Any development related to a House of Worship would undergo a function and architectural review as part of the development review process.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. Any development related to a House of Worship would have safety for occupants and visitors analyzed as part of the development review process.

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 Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process as follows:

Section 2-57, Criteria for review of specific conditional and special exception, Subsection (37):

(c) Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

Attachments:

Attachment 1: Applicant information

ATTACHMENT 1

Applicant Information

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

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Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

July 16, 2024

VIA FEDEX DELIVERY

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: SPRC Technical Review Team Comments Dated July 11, 2024- PZ-2024-000000070

Dear Steven:

It is our firm's pleasure to represent First United Methodist Church of Ormond Beach in connection with their application for an LDC Amendment to modify the conditions for review and approval of a special exception for a House of Worship Use.

We are in receipt of the City Technical Review Team comments dated July 11, 2024. We offer the following responses:

Planner 1 v.1 Requires Re-submit Robin Gawel Ph: (386) 675-3343 email: Robin.Gawel@ormondbeach.org

Revisions Required.

Response: Noted, thank you.

Planner 2 v. 1 Requires Re-submit Sarah Cushing Ph: (386) 676-3345email: Sarah.Cushing@ormondbeach.org

Revisions Required.

Notes:

1. Please provide a letter of explanation detailing the reason for the request.

Response: Please see the requested letter of explanation included herein.

2. Recommended language could be more focused on pursing a Special Exception is required if requesting a setback less than 100' and abutting a residential district or an

existing conforming residential district use not separated from the site by a public right-of-way.

Response: Noted- we agree with the City's proposed language below -

Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and childcare facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100') then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

Planner 3 v. 1 Noel Eaton Ph: (386) 676-3342 email:
Noel.Eaton@ormondbeach.org

Revisions Required.

Notes:

NOTE: This application shall require Planning Board review and City Commission action. No neighborhood meeting is required 1. Planning board 2. City Commission: Two readings. Note that the applicant is responsible for the recording costs.

Response: Noted, thank you.

Planning Director v. 1 Steven Spraker email:
Steven.Spraker@ormondbeach.org

Revisions Required.

Notes:

1. The required fee is $1,700. The submittal provided a fee of $1,000. Please provide the balance of $700 for the application.

Response: Please see a check in the amount of $700 for the remaining fees due included herein.

2. Project requires review by the Planning Board and action from the City Commission. The requested letter for inclusion in the public hearing needs to focus on how the reduction of the setback will not impact residential uses.

Response: Noted, thank you.

Enclosed with this response letter you will find the revised submittal package that has been revised to reflect, whenever possible, the recommendations by Staff. Please don't hesitate to contact me if you have any questions. Your consideration in this matter is greatly appreciated.

Sincerely,

Jessica L. Gow
Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com
Fax (386) 323-9206

JLG/tmn
Enclosures

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

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Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

July 16, 2024

VIA FEDEX DELIVERY
City of Ormond Beach
Steven Spraker
Planning Director
22 S. Beach Street
Ormond Beach, FL 32174

Re: First United Methodist Church of Ormond Beach
LDC Amendment Application – Narrative

Dear Steve:

It is this Firm's pleasure to represent First United Methodist Church of Ormond Beach (Owner) in connection with their request for an LDC Amendment to modify the conditions for review and approval of a special exception for a House of Worship Use. The applicant operates a House of Worship under an existing, approved Special Exception located at 336 S. Halifax Drive, and is planning a campus redevelopment that would include the provision of certain facilities within the existing 100' setback – the applicant believes the site is located in a location and manner that allows for proper spacing and buffering of use types without the provision of the full 100' setback, and they would like the City to have the ability to modify this setback where circumstances are appropriate and where the change will not negatively impact adjacent residential uses.

If you have any questions regarding this request, please don't hesitate to contact me. We look forward to working with you on this project.

Sincerely,

Jessica L. Gow
Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com
Fax (386) 323-9206

JLG/tmn

(37) Houses of worship. Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be reviewed for compatibility ~~one hundred feet (100') from the side and/or rear property line~~ abutting such district or use; ~~otherwise, t~~The minimum side and rear property setback shall be thirty feet (30'), and additional spacing may be required based on compatibility and site specific location review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

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:*	LDC Amendment *Complete fee sheet (page 3)		
Project Name:	First United Methodist LDC Amendment		
Project Address:	336 S. Halifax Dr., Ormond Beach FL 32176		
Volusia County parcel number(s):	422303000090,422318000180,422303000080		
Description:			
Pre-application date:	02/27/24	Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Jessica Gow Esq. of Cobb Cole
Address:	One Daytona Boulevard Suite 600
City, State, Zip code:	Daytona Beach FL 32114
Telephone:	386-323-9226
E-mail:	Jessica.gow@cobbcole.com

APPLICANT INFORMATION

Same as project coordinator	☑	**Same as property owner**	☐

Name:	Jessica Gow Esq. of Cobb Cole
Address:	One Daytona Boulevard Suite 600
City, State, Zip code:	Daytona Beach FL 32114
Telephone:	386-323-9226
E-mail:	Jessica.gow@cobbcole.com

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☐
Name:	First United Methodist Church of Ormond Beach		
Address:	366 S. Halifax Dr.		
City, State, Zip code:	Ormond Beach FL 32176		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Jessica Gow	E-mail:	Jessica.gow@cobbcole.com
Name:	Tequila Nelson	E-mail:	Tequila.nelson@cobbcole.com
Name:	Debi Lacroix	E-mail:	Debi.lacroix@cobbcole.com
Name:	Matthew Welch	E-mail:	Matthew.welch@cobbcole.com

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 21st day of June, 2024, by Jessica Gow, Esq. as Attorney for Owner (title*) for First United Methodist Church of Ormond Beach (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

TEQUILA MIA NELSON
Notary Public - State of Florida
Commission # HH 321611
My Comm. Expires Feb 12, 2027
Bonded through National Notary Assn.

_____
Notary Public, State of Florida
My Commission Expires: Feb. 12, 2027

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
✓	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☐	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
		TOTALS:		

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-070

Land Development Code Amendment
Houses of Worship

Recommended for Approval (6-0)

V. APPROVAL OF MINUTES

July 11, 2024

Chairman Thomas entertained a motion to approve the July 11, 2024 Minutes.

Board Recommendation

Mr. Jorczak requested that a correction be made to page 11 of the July 11, 2024 Minutes, where he conveyed information about the area that might be developed for the new business park. He clarified his intent regarding the area where the golf course used to be, suggesting with increased acreage of the lots, how it would encourage more of a research business park environment, suggesting an ideal spot directly to the south of the existing entrance to the existing business park. He continued with his comments suggesting that building 10,000-square feet up to two to three-story, low-rise, 50,000-square-feet to 75,000-square-foot research-type structures, in a park-like setting, for larger lot size, minimum one acre to three or four acres, using the land for a development to expand the city's industrial base, manufacturing and research operations.

Mr. Jorczak moved to approve the amended July 11, 2024 Minutes. Mr. du Moulin 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-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards

Mr. Steven Spraker, Planning Director, stated that the application submitted by Ms. Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code (LDC) amendment to Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception regulations, subsection 2-57, Criteria for review of specific conditional and Special Exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100' when a House of Worship abuts a single-family zoning district or use through the Special Exception process.

Mr. Spraker explained that condition c requires a 100'-setback on the rear and side of any principal structure related to the church when it abuts a residential zoning district or use. He continued that the applicant desires to expand and the existing building will not meet the 100'-setback requirement. Mr. Spraker stated that the applicant did not have the opportunity to go through a variance because the special exception conditions cannot be heard by the Board of Adjustments and Appeals. He added that they do not have the ability to go through a Planned Development with their residential zoning, leaving the only option to amend the LDC to provide a relief to the setback requirement. Mr. Spraker explained that with the proposed amendment if their building is within 100', they can still go through a public hearing process to try and request a lesser setback. The amendment would allow applicants to apply

through a public hearing process to go less than 100', but would still have to go through Site Plan Review Committee (SPRC), a neighborhood meeting, the Planning Board and City Commission.

Mr. Spraker stated that in commercial zoning districts, House of Worships are a staff approval, as a conditional use. If a House of Worship meets the 100'-separation, they can still be approved by staff. If a commercial property cannot meet the 100'-separation , they would also go through the process through SPRC, neighborhood meeting, Planning Board and City Commission. Mr. Spraker added that House of Worships in the residential zoning requires a Special Exception and public hearing process, and as part of the process, the amendment would allow them to seek to reduce the setback, based on site conditions. He concluded that staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked for clarification on the strikethrough and underline language. Mr. Spraker replied that there have been changes since the original submittal. The SPRC made a comment that led to the amended version. He stated that no structure can go closer than 30'. Mr. Spraker added that in order to go less than 100', the applicant has to go through a Special Exception. Each application is reviewed on its own merits with no guarantee.

Mr. du Moulin asked if this is a rare case. Mr. Spraker reiterated that each application has to stand on its own merits. The applicant has to prove that their encroachment makes sense or that there is no other alternative. The process goes through staff, a neighborhood meeting, Planning Board and City Commission. Mr. Spraker added that in this case, they are moving the building further back than it exists today and performing site improvements.

Mr. Galloway referenced Lincoln and New Britain Avenue, asking if it opens the door to limit height elevations that comes back to the rear setting. Mr. Spraker responded that the proposed amendment does not amend the height that is allowed in the zoning district. In the residential zoning district, there is a 30'-height limit for the building, and this does not alter that. He continued that if the Board believes in their review that a building should be stepped down for height, then it should be a requirement in the site-specific Special Exception. Mr. Spraker added that variances cannot be given to special exception and conditional use criteria.

Applicant's Presentation

Ms. Jessica Gow, Cobb Cole, 1 Daytona Blvd., Daytona Beach, stated that her firm is crafting the ability to move the project forward. If the item passes then a Special Exception application would be brought back. She expressed that having a church setback of 100' seems intense. Ms. Gow concluded that they are going through the process to show that it makes sense for the location.

Chairman Thomas commented that he visited the First United Methodist Church and how you cannot even see beyond two feet with the undergrowth he noticed when he went over to the location twice. He added that you can barely see the houses on Riverside Drive.

DRAFT

Ms. Shull asked Mr. Spraker if they request a Special Exception if the abutter letters would be mailed out. Mr. Spraker replied that it would start with a site plan submittal through the Site Plan Review Committee (SPRC) and then a notice would have to go out to everyone within 600' about a neighborhood meeting and post signage on it, then the Planning Board with another notice, and then ultimately to the City Commission for final action.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-071 – Bradford Lakes, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application submitted by Meritage Homes of Florida, Inc., is for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way (ROW).

Mr. Spraker added that the project got zoning approval through Ordinance 2022-16 as part of Plantation Oaks Planned Residential Development. A preliminary plat was reviewed and approved by the City Commission after Planning Board review in 2023. He explained that this is the last step of the process and that the project is currently under construction. Mr. Spraker continued that they will likely post a bond in order to record the plat. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about a drainage ditch in the area. Mr. Spraker replied that there are multiple drainage areas for Plantation Oaks. All of the stormwater has been reviewed by the City and St. Johns River Water Management District (SJRWMD). Also, the RidgeHaven subdivision is taking more stormwater and putting less into the downstream flow. Mr. Spraker added that multiple projects in this area are working to discharge less water at a lower rate.

Applicant's Presentation

Ms. Genevieve LaBuda, Poulos & Bennett, 2602 E. Livingston Street, Orlando, Applicant for Meritage, stated that Mr. Spraker did a great job with the report and that she is in attendance for any questions.

Mr. du Moulin inquired into the subdivision approval process.

Mr. Spraker reiterated that subdivisions are a three-step process, beginning with the zoning and overall entitlements, and establishes what they can do and the number of lots and the landscape buffers. The preliminary plat, reviewed in 2023 and approved by the City Commission, are the detailed drawings with stormwater, school

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-26

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; 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 application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process.

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 Land Development Code amendment for the conditions for Houses of Worships.

   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 Land Development Code amendment for the conditions for Houses of Worships. 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 Land Development Code amendment for the conditions for Houses of Worships. 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 a Land Development Code amendment for the conditions for Houses of Worships.

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

October 2, 2024 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-27
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Bradford Lakes, Final Plat (SECOND READING)		
Summary:	This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way. The subdivision improvements are under construction. The final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. Final plats are reviewed by the Site Plan Review Committee, the City Attorney's Office, and a City Surveyor. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning. The Planning Board reviewed the proposed final plat on August 8, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed final plat.		
Financial Impact:	The proposed final plat has no direct financial impact, and the project developer is required to install all subdivision improvements. The project is a private community, and the City is only responsible for utility improvements.		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. No citizen impact is anticipated as a result of this application.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends approval of the proposed Bradford Lakes final plat for 80 single-family lots on 53.12 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-27 Bradford Lakes- Final Plat (P24-0165G) 2. Exhibit A Bradford Lakes, Version 2 3. 08.08.2024, Bradford Lakes, Final Plat PB Staff Report (8.5X11) 4. 08.08.2024, Planning Board minutes, Bradford Lakes Final Plat 5. Ordinance BIE, Bradford Lakes Final Plat
Approval:	Kelly McGuire, Finance Director 9/19/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

ORDINANCE NO. 2024-27

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 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 2023-156 approving a preliminary plat for an 80-lot subdivision known as "Bradford Lakes", and

WHEREAS, on March 8, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on May 8, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the "Bradford Lakes" 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 "Bradford Lakes" 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 therefor,

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 "Bradford Lakes" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either by completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being April 2, 2026.

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

PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

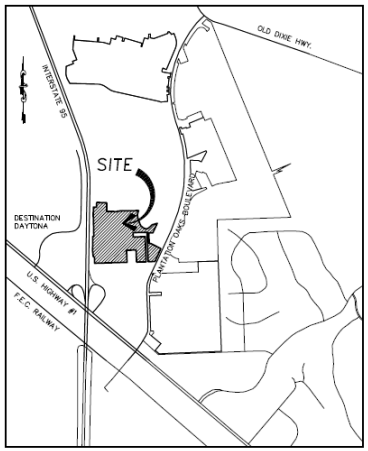
MAP BOOK:___ PAGE:___

BOUNDARY DESCRIPTION:

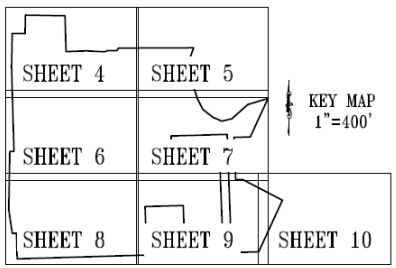
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"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°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY–95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.



VICINITY MAP
1"=2000'



INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 10.... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS ____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

_____
WITNESS
_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS ____DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____
STATE OF FLORIDA AT LARGE _____
TITLE / RANK: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC., RECORDED IN O.R.B. _____, PAGES _____–_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

13. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. 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.

16. 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.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

18. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

19. TRACT B COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

20. TRACT C COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

21. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

22. THE TREE PRESERVATION EASEMENTS SHOWN HEREON ARE IN FAVOR OF THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION EASEMENT AREAS.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
①	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

BRADFORD LAKES RPUD LOT REQUIREMENTS:

Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c.Parks and recreational areas accessory to residential uses.

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 1,400 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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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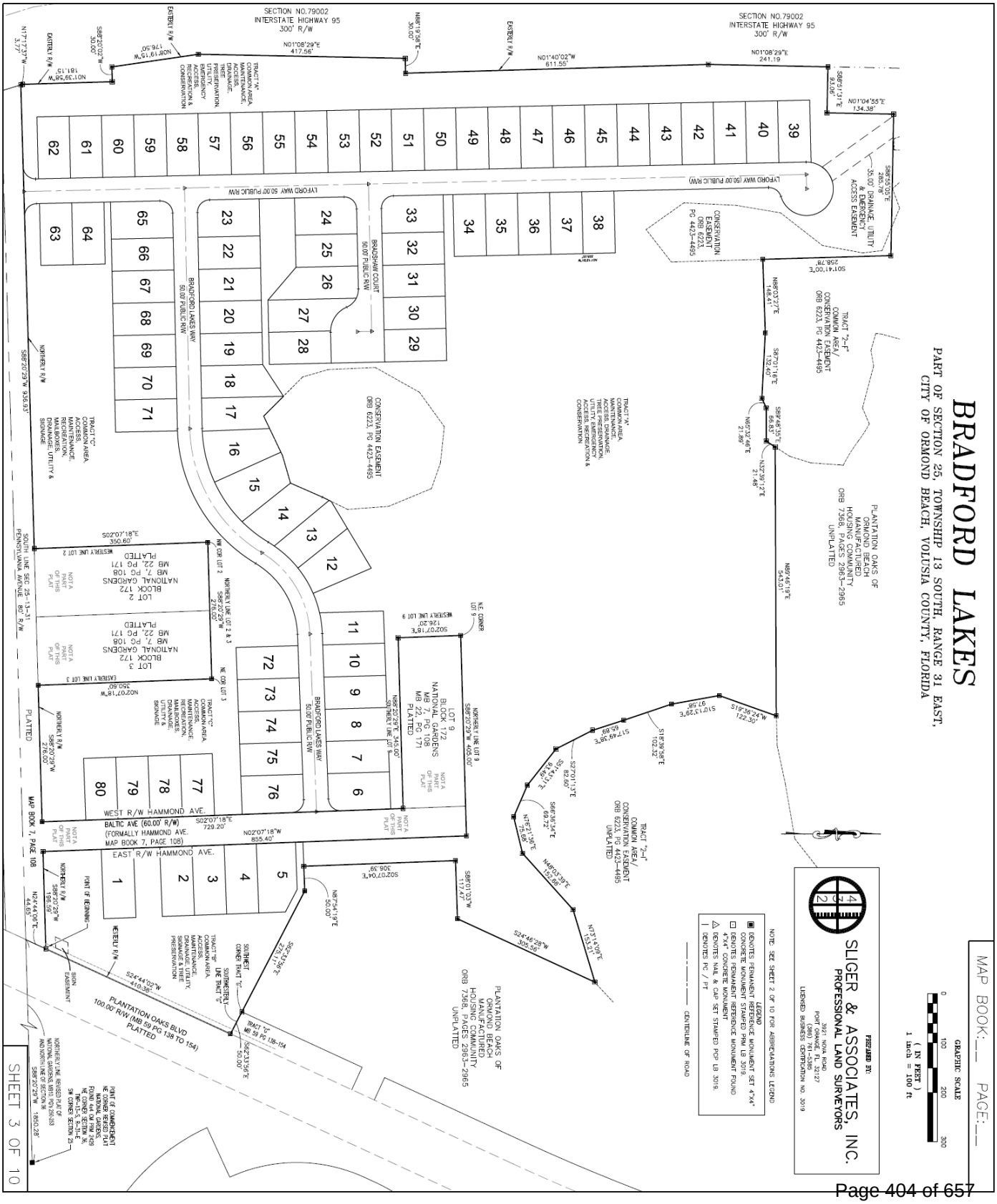
LICENSED BUSINESS CERTIFICATION NO. 3019


BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
SECTION NO.79002 INTERSTATE HIGHWAY 95 300' R/W
LYFORD WAY 50.00' PUBLIC R/W
BRADSHAW COURT 50.00' PUBLIC R/W
BRADFORD LAKES WAY 50.00' PUBLIC R/W
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "A" COMMON AREA, MAINTENANCE, ACCESS, DRAINAGE, UTILITY, TREE PRESERVATION, EMERGENCY ACCESS, RECREATION & CONSERVATION
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
TRACT "J" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
WEST R/W HAMMOND AVE.
EAST R/W HAMMOND AVE.
BALTIC AVE (60.00' R/W) (FORMALLY HAMMOND AVE. MAP BOOK 7, PAGE 108)
PLANTATION OAKS BLVD 100.00' R/W (MB 59 PG 138 TO 154) PLATTED
SOUTH LINE SEC 25-13-31 PENNSYLVANIA AVENUE 80' R/W
POINT OF BEGINNING
POINT OF COMMENCEMENT NE CORNER REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 22, PAGE 171 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA NE CORNER SECTION 36, TWP-13-S, R-30-E SW CORNER SECTION 25
NORTHERLY LINE REVISED PLAT OF NATIONAL GARDENS, MB 22, PG 171 AND NORTH LINE SEC 25-13-31
S88°20'29"W 1850.28'
MAP BOOK 7, PAGE 108
SHEET 3 OF 10
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
PREPARED BY:
SLIGER & ASSOCIATES, INC.
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PORT ORANGE, FL. 32127
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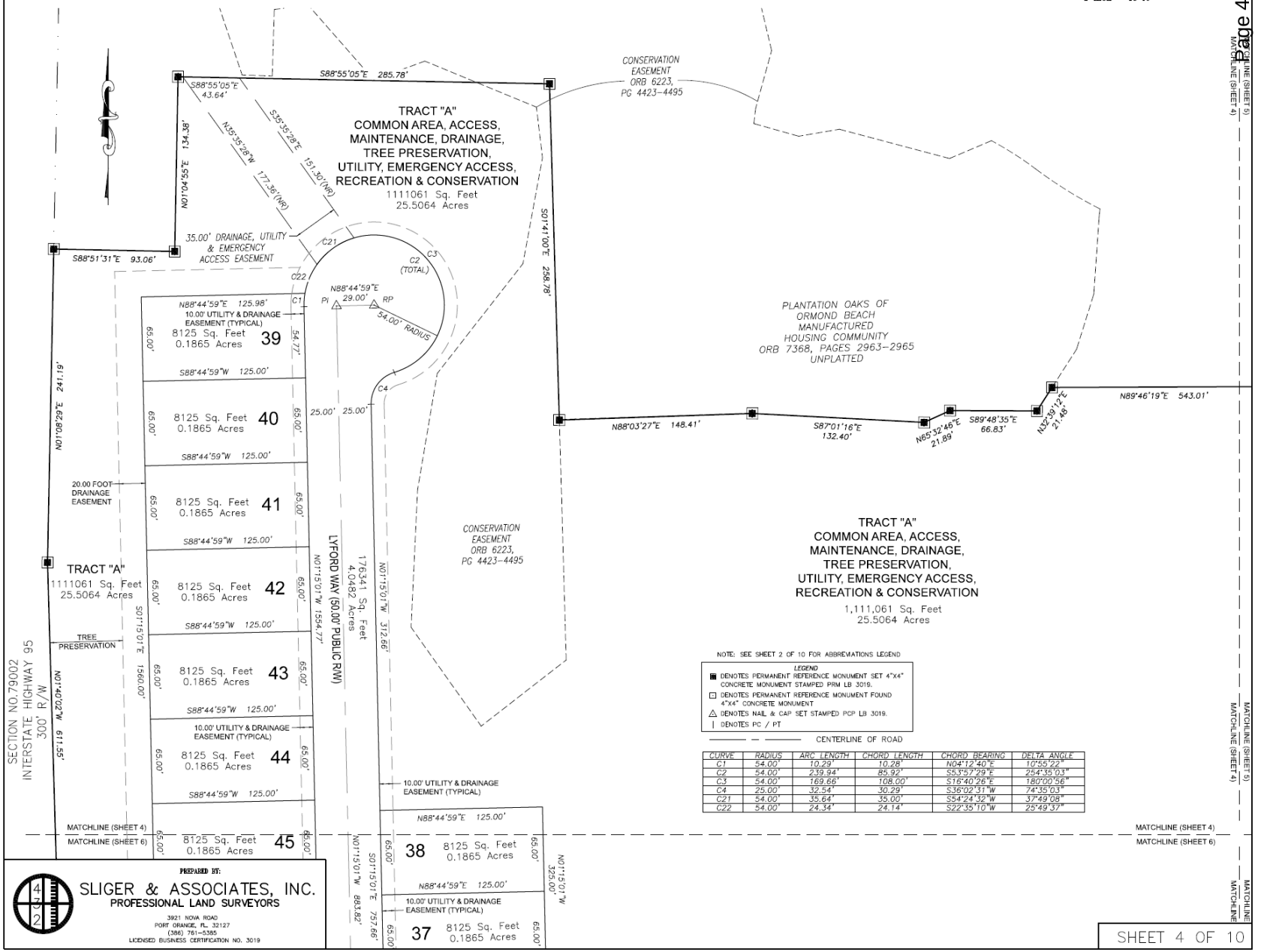
LICENSED BUSINESS CERTIFICATION NO. 3019
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
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- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	54.00'	10.29'	10.28'	N04°12'40"E	10°55'22"
C2	54.00'	239.94'	85.92'	S53°57'29"E	254°35'03"
C3	54.00'	169.66'	108.00'	S16°40'26"E	180°00'56"
C4	25.00'	32.54'	30.29'	S36°02'31"W	74°35'03"
C21	54.00'	35.64'	35.00'	S54°24'32"W	37°49'08"
C22	54.00'	24.34'	24.14'	S22°35'10"W	25°49'37"

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LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
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- | DENOTES PC / PT
- ——— – ——— CENTERLINE OF ROAD

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963–2965
UNPLATTED

MATCHLINE (SHEET 5)
MATCHLINE (SHEET 4)

N89°46'19"E 543.01'

170.87'

S19°35'24"W
124.30'

S10°13'29"E
97.58'

S15°39'58"E
102.32'

S17°49'55"E
65.89'

S27°01'13"E
82.60'

TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT

N02°22'33"W 636.33'

TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY
ACCESS, RECREATION &
CONSERVATION
1111061 Sq. Feet
25.5064 Acres

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963–2965
UNPLATTED

MATCHLINE (SHEET 5)
MATCHLINE (SHEET 7)

TREE
PRESERVATION
EASEMENT

N73°14'09"E
153.21'

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SHEET 5 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
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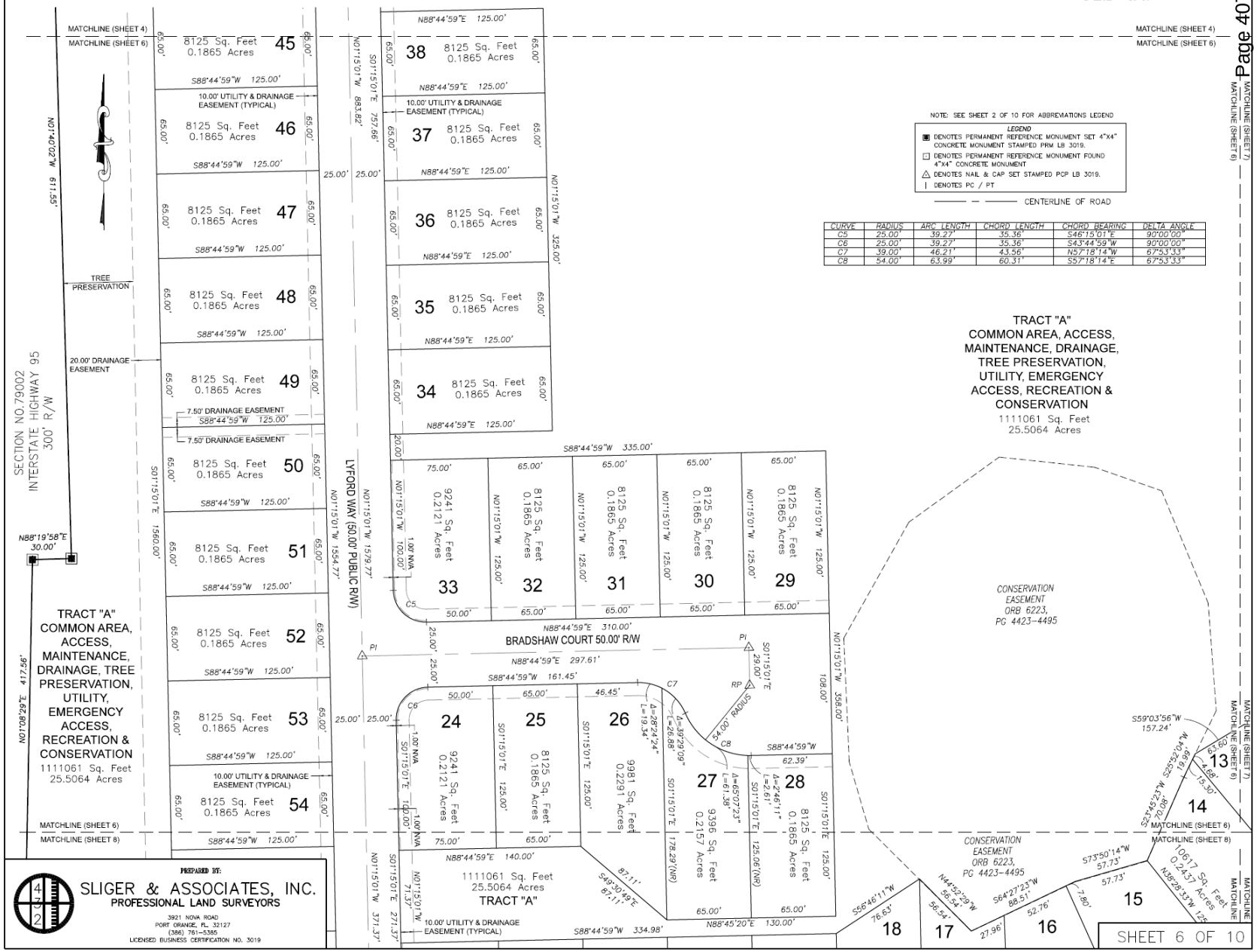
(IN FEET)
1 inch = 40 ft



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- | DENOTES PC / PT
- CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C6	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C7	39.00'	46.21'	43.56'	N57°18'14"W	67°53'33"
C8	54.00'	63.99'	60.31'	S57°18'14"E	67°53'33"

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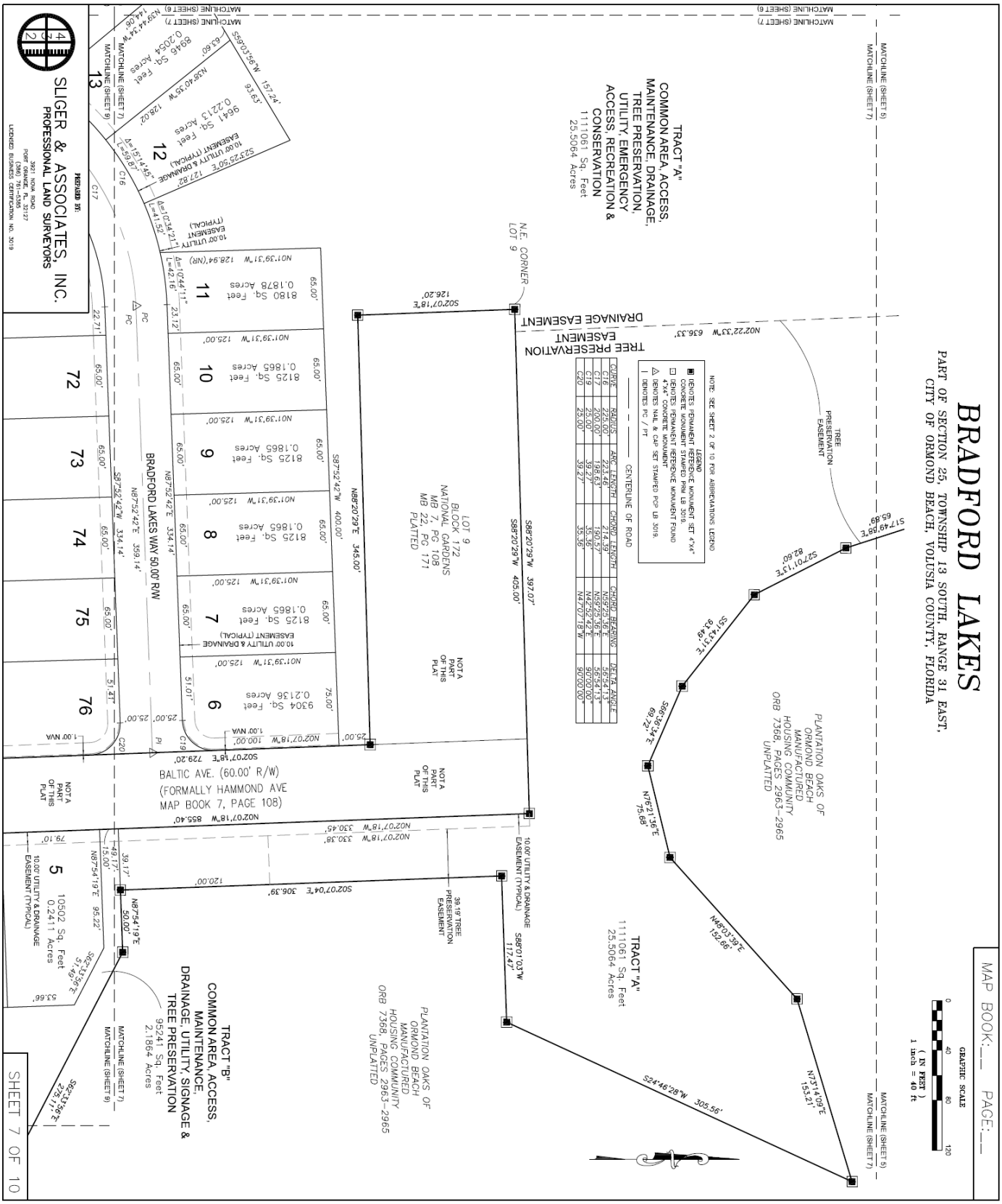
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
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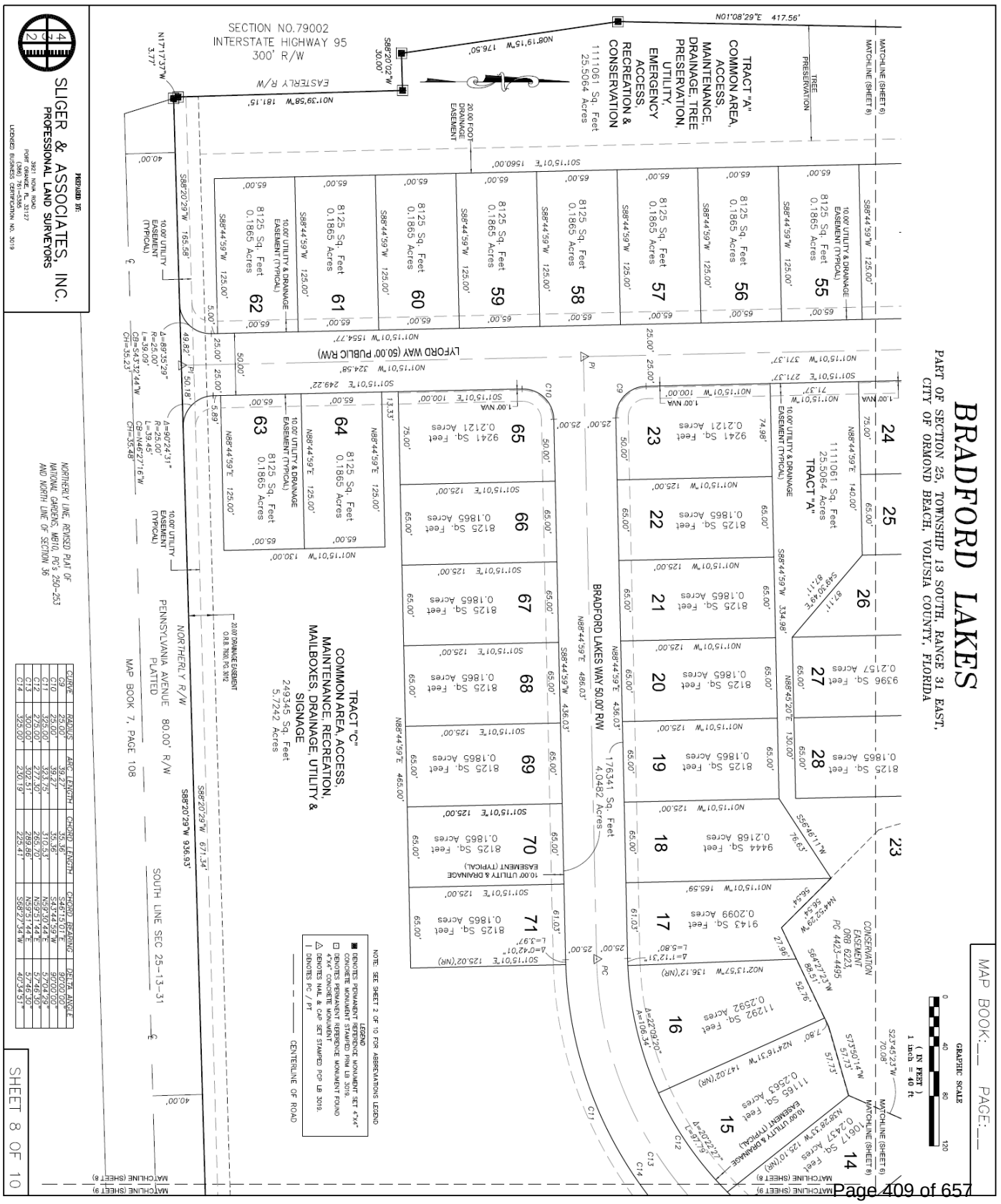
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
SHEET 7 OF 10
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
TRACT "B"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
9524.1 Sq. Feet
2.1864 Acres
TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT
BALTIC AVE. (60.00' R/W)
(FORMALLY HAMMOND AVE
MAP BOOK 7, PAGE 108)
BRADFORD LAKES WAY 50.00' R/W
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
NOT A PART OF THIS PLAT
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 9)
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
LEGEND
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	25.00'	39.27'	35.36'	S45°15'01"E	90°00'00"
C10	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C11	325.00'	33.75'	310.53'	N59°30'44"E	5°57'09"
C12	275.00'	277.30'	265.70'	N59°51'44"E	57°46'30"
C13	300.00'	302.51'	289.86'	N59°51'44"E	57°46'30"
C14	325.00'	230.19'	225.41'	S68°27'34"W	40°34'51"

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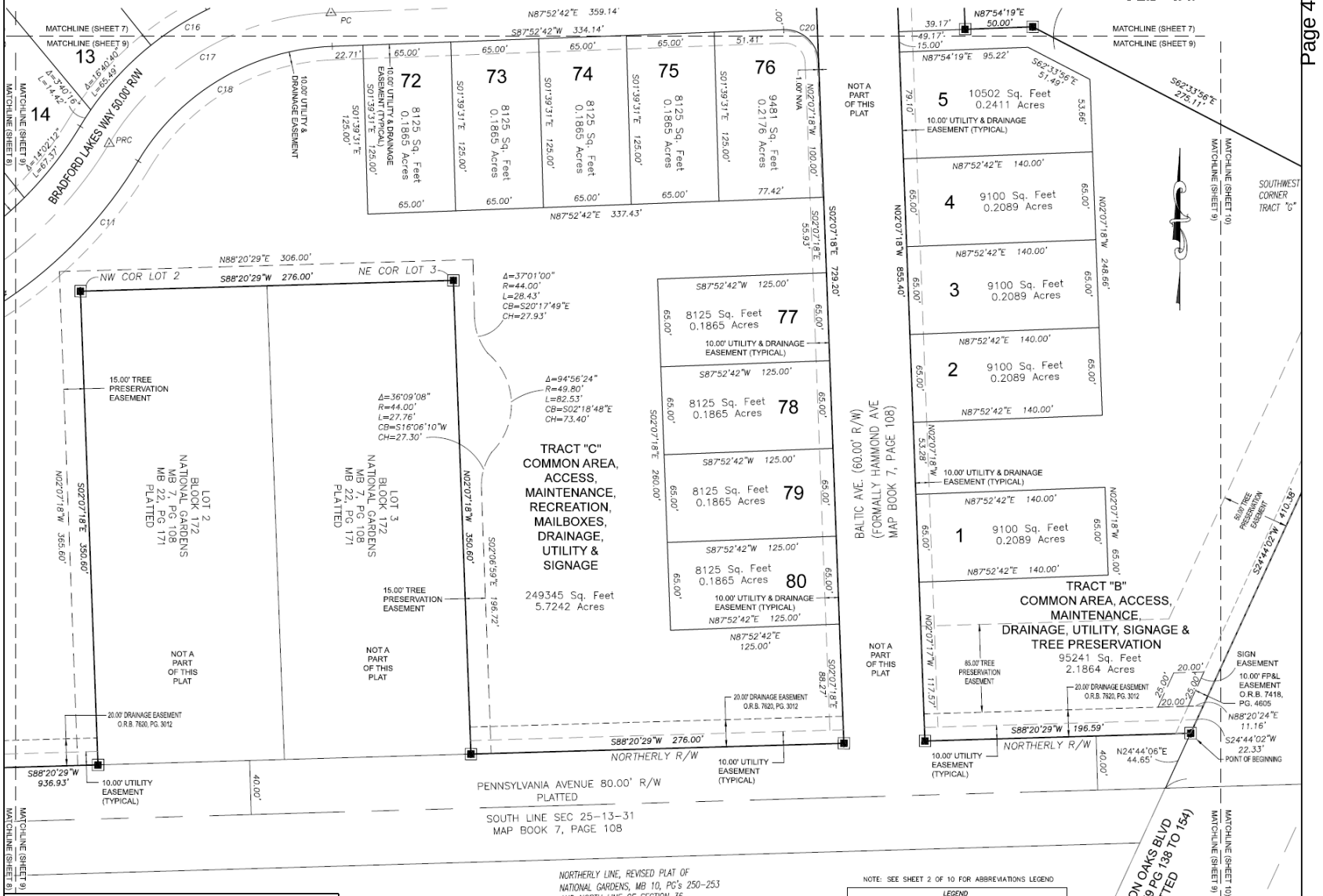
PREPARED BY:

SHEET 8 OF 10

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C11	325.00'	226.22'	221.68'	N68°06'33"E	39°52'50"
C16	225.00'	223.46'	214.39'	N59°25'36"E	56°54'13"
C17	200.00'	198.63'	190.57'	N59°25'36"E	56°54'13"
C18	175.00'	173.80'	166.75'	S59°25'36"W	56°54'13"
C20	25.00'	39.27'	35.36'	N47°07'18"W	90°00'00"

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- CENTERLINE OF ROAD

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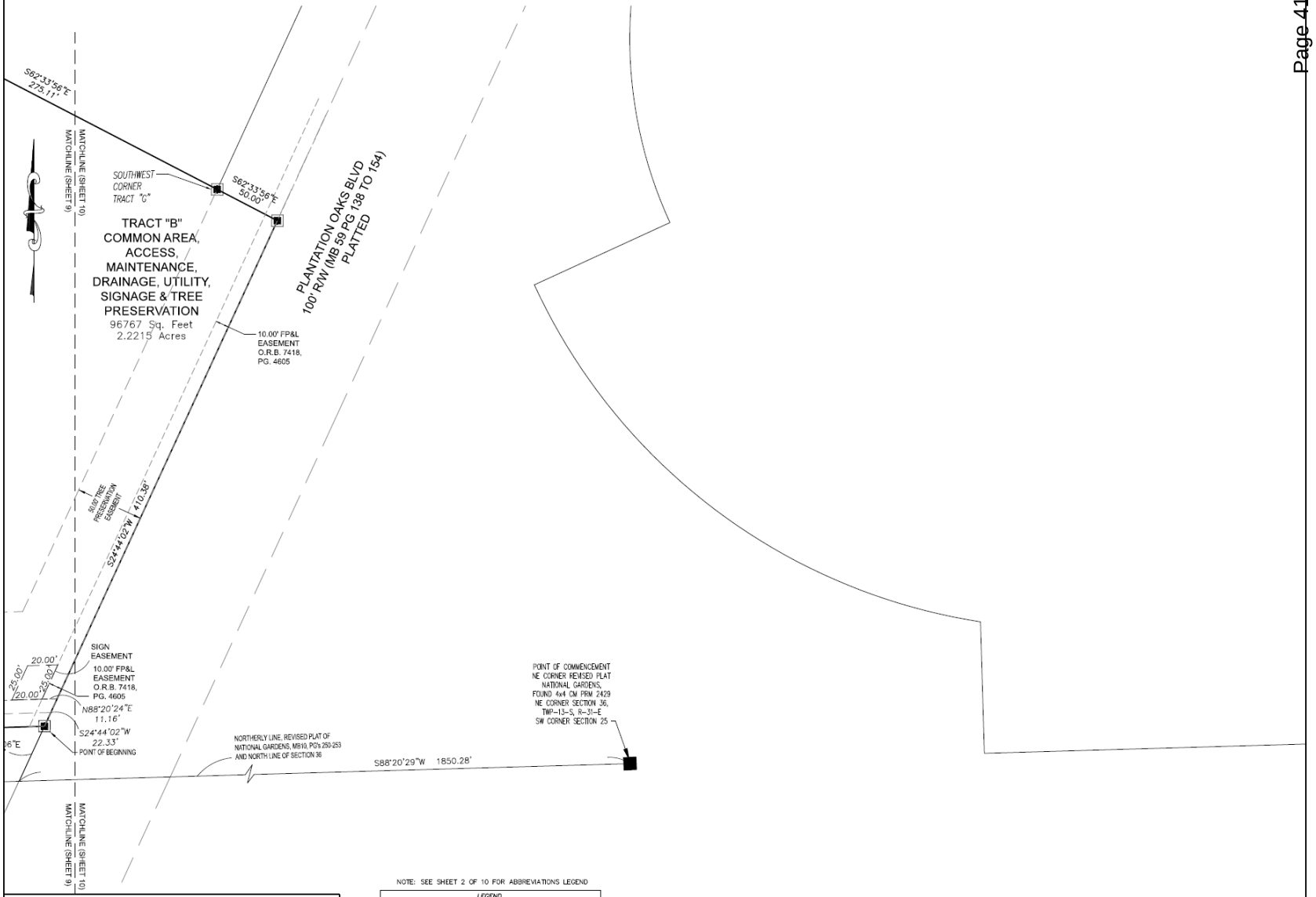
MAP BOOK:___ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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PLANNING BOARD STAFF REPORT

Bradford Lakes, Final Plat
Project Number: PZ 2024-071

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATE:	September 18, 2024 (first reading) and October 2, 2024 (second reading)
APPLICANT:	Meritage Homes of Florida, Inc.
LOCATION:	Plantation Oaks Planned Residential Development, phase 4, the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way. Volusia County parcel IDs: 3125-01-69-0010, 3125-01-72-0040, 3215-01-72-0080. 3125-01-72-0380, 3125-01-72-0440, 3215-02-74-0021
REQUEST:	Preliminary plat approval for 80 single-family lots on 53.12 acres within the Plantation Oaks Planned Residential Development.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee-simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.

Action/Approval date	Description
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” adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	(2) 9-foot-tall brick columns with two (2) signs (1 per column) at the sales center and maintenance yard and will be monument signs or a 9-foot column with a maximum copy area of 12 square feet.

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	Amendments to Resolution #2002-199 and Resolution #2012-24
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

Action/Approval date	Description
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services. 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.

Action/Approval date	Description
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.

The preliminary plat for the Bradford Lakes subdivision was reviewed by the Planning Board on August 13, 2023, and approved by the City Commission on September 20, 2023, with resolution 2024-28. The applicant obtained a site engineering permit to construct subdivision improvements on May 8, 2024.

SECTION 3, ANALYSIS:

The site is designated "Low-Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low-Density Residential"	PRD, Planned Residential Development
South	Vacant land proposed Bradford Park	"Medium Density Residential"	R-4, Single-Family Cluster and Townhouse
East	Plantation Oaks	"Low-Density Residential"	PRD, Planned Residential Development
West	Interstate 95	NA	NA

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: Resolution 2021-100. 2. Final plat: Ordinance 2022-17. 3. Infrastructure construction completed. Single-family houses under construction.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: Resolution 2024-29. 2. Final plat: Ordinance 2024-10. 3. Infrastructure construction underway.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: Resolution 2024-55.
1	D (Fountain View, Phase 1D)	Single-Family	103	1. Preliminary plat: Resolution 2024-85.
1	E (Fountain View, Phase 1E)	Single-Family	110	1. Preliminary plat: Resolution 2024-86.
1	F (Fountain View, Phase 1F)	Single-Family	97	1. Preliminary plat: Resolution 2024-96
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction completed. Single-family houses under construction.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Infrastructure construction underway. 3. Final plat: The Planning Board reviewed on May 9, 2024, and the City Commission review is scheduled for July 23, 2024, and August 6, 2024.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). Infrastructure construction is underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat: (Resolution 2023-155). 2. Infrastructure construction underway. 3. The final plat Planning Board was reviewed on May 9, 2024, and the City Commission review is scheduled for July 23, 2024, and August 6, 2024.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat: (Resolution 2023-156). 2. Infrastructure construction underway.

Key aspects of the Bradford Lakes subdivision include:

1. The subject property is part of phase 4 of the Plantation Oaks subdivision and must be constructed as single-family lots.
2. The streets are public.
3. Lots are a minimum of 60' in width and 100' in depth. The plat shows typical lot dimensions of 65' by 125'.
4. A large lake within the property area is shown as tract A.
5. There are three outparcels within the project area. Two are located along Pennsylvania Avenue, and one is on the proposed street of Baltic Avenue.

6. The site is accessed through the Pennsylvania Avenue 80'-right-of-way. The project proposes partially constructing Pennsylvania Avenue and leaving the remainder as a stabilized roadway. The abutting project, Bradford Park (180 townhomes), would build the remainder of the Pennsylvania Avenue right-of-way.
7. The project proposes a cabana, pool, and open play field.
8. The subdivision abuts I-95 on its western boundary.
9. A public lift station is proposed off-site, south of Pennsylvania Avenue. The lift station is designed to serve Bradford Lakes (80 units) and the proposed Bradford Park (180 units).
10. 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 2023-156; 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 it 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 Bradford Lakes, consisting of 80 single-family lots on 53.12 acres. The final plat is consistent with the approved Planned Residential Development zoning.

Attachments:

Attachment 1: Project maps and Plantation Oaks subdivision map
Attachment 2: Preliminary plat, Resolution 2023-156
Attachment 3: Final plat
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

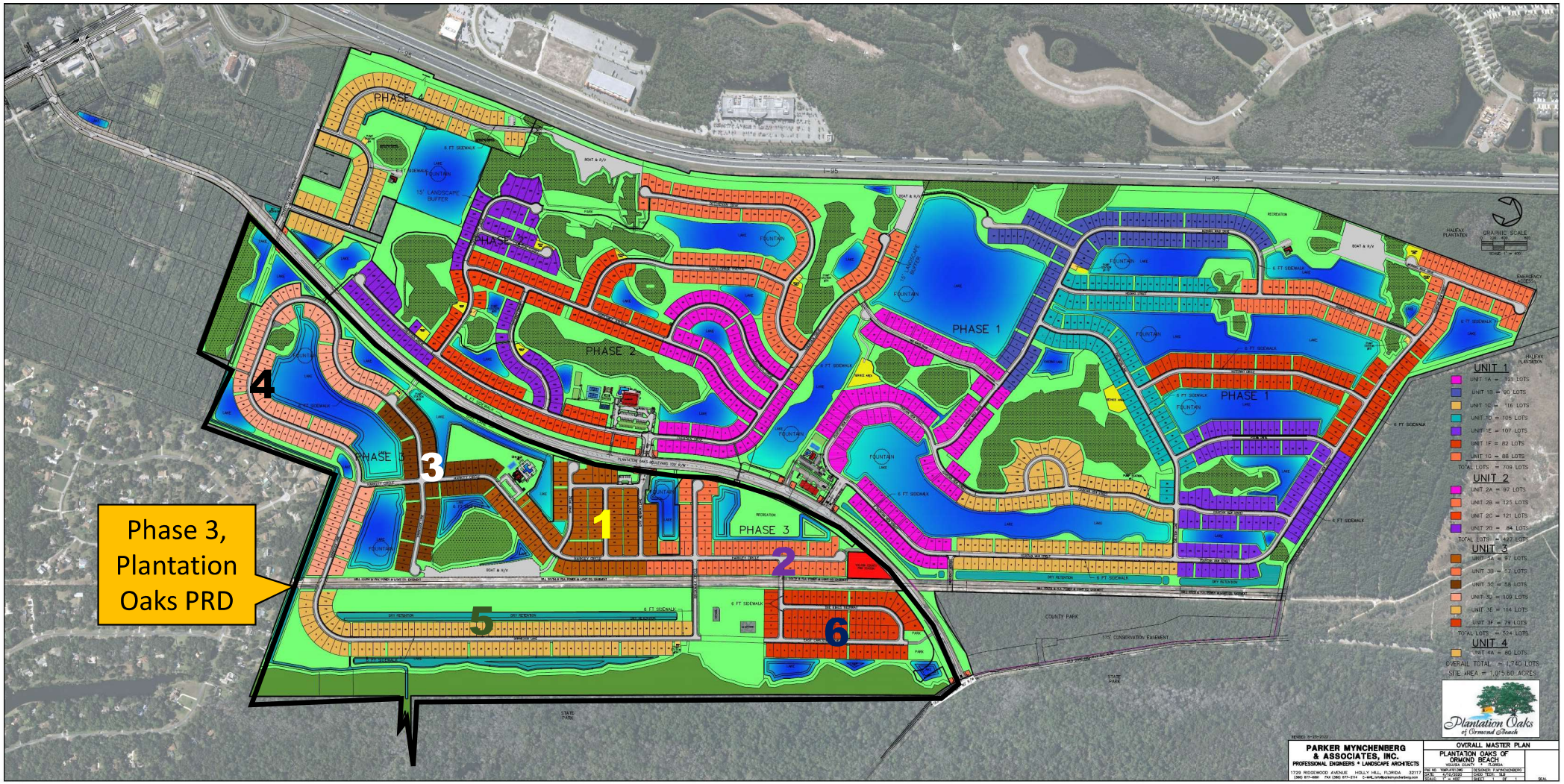
Project map and Plantation Oaks subdivision map

AERIAL MAP
BRADFORD LAKES

Prepared By: The City of Ormond Beach
G.I.S. Department - July 19, 2023

N
W E
S
N.T.S.

Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing



ATTACHMENT 2

Preliminary Plat, Resolution 2023-156

RESOLUTION NO. 2023-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "BRADFORD LAKES", SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridge Land Holdings, LLC, a Florida Limited Liability Company (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 "Bradford Lakes", 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 "Bradford Lakes" is shown within Phase 4 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 an 80-lot preliminary plat for the "Bradford Lakes" 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 "Bradford Lakes" subdivision.

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

APPROVED AND AUTHENTICATED, this 20th day of September, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

BOUNDARY DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

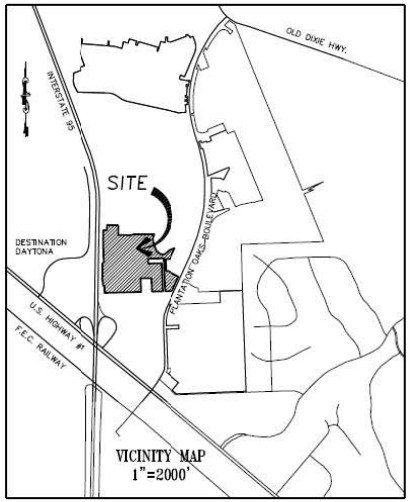
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

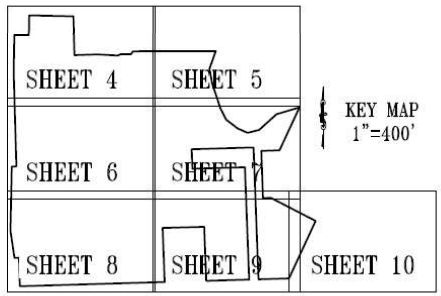
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.55 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 885.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"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°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES N01°04'55"E, 134.38 FEET; S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET, THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.48 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE NORTHWEST CORNER OF TRACT "G" SAID PLANTATION OAKS OF ORMOND BEACH; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEETS
SHEET 4 TO 10.... DETAIL SHEETS





DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT BRADFORD LAKES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, BRADFORD LAKES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2023 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS

_____ _____
RICHARD MAUGERI, MANAGER
BRADFORD LAKES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

_____
WITNESS

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____, 2023, BY RICHARD MAUGERI, AS MANAGER OF BRADFORD LAKES LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2023.
CITY REGISTERED
SURVEYOR

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 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

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE ___ DAY OF _____, 2023.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____-_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

17. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

18. TRACT B COMMON AREA IS DEDICATED TO THE BPADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

19. TRACT C COMMON AREA IS DEDICATED TO THE BPADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND TREE PRESERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

20. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

21. A DRAINAGE EASEMENT FOR DRAINAGE DISCHARGE IS HEREBY GRANTED TO PLANTATION OAKS OF ORMOND BEACH II, LLC FOR DRAINAGE DISCHARGE OVER COMMON AREAS TRACT A AND TRACT B.

BRADFORD LAKES RPUD LOT REQUIREMENTS:

Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c. Parks and recreational areas accessory to residential uses.

Development standards:
a. Waterfront yard: 20 feet
b. Maximum building coverage: 50%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family 1,400 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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

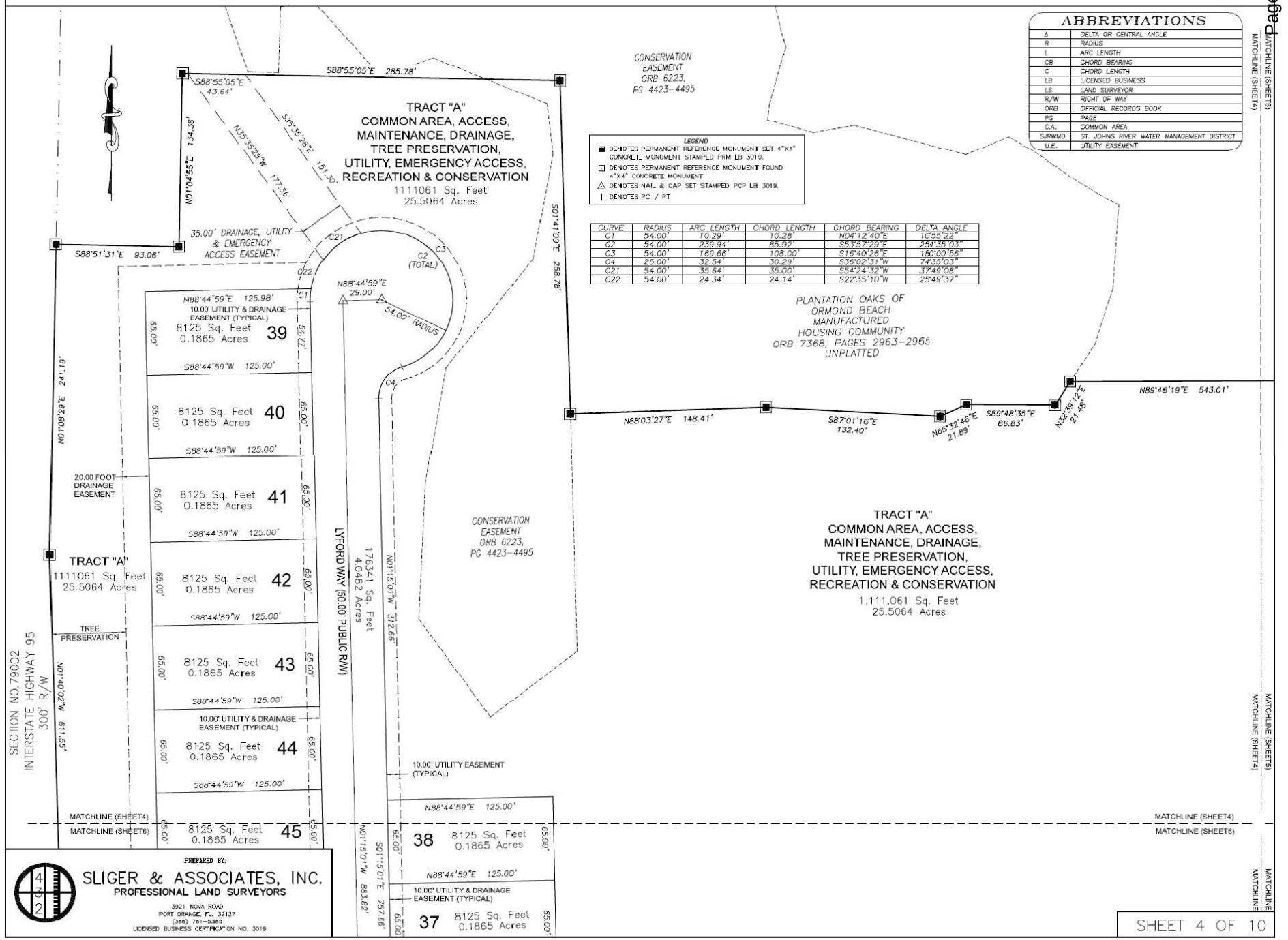
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
LYFORD WAY (50.00' PUBLIC R/W)
BRADFORD LAKES WAY
50.00' PUBLIC R/W
BRADSHAW COURT
50.00' PUBLIC R/W
CONSERVATION EASEMENT
ORB 6223, PG 4423-4495
TRACT "A"
COMMON AREA
MAINTENANCE,
ACCESS, DRAINAGE,
TREE PRESERVATION
UTILITY EASEMENT,
ACCESS,
RECREATION &
CONSERVATION
TRACT "B"
COMMON AREA
ACCESS,
MAINTENANCE,
RECREATION,
MAILBOXES,
DRAINAGE, UTILITY &
SIGNAGE
TRACT "C"
COMMON AREA
ACCESS,
MAINTENANCE,
RECREATION,
MAILBOXES,
DRAINAGE, UTILITY &
SIGNAGE
TRACT "F"
COMMON AREA/
CONSERVATION EASEMENT
ORB 6223, PG 4423-4495
UNPLATTED
PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7366, PAGES 2963-2965
UNPLATTED
LOT 2
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART
LOT 3
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART
LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART
BALTIC AVE (60.00' R/W)
PLATTED
MAP BOOK 7, PAGE 108
SOUTH LINE SEC 35-13-31
PENNSYLVANIA AVENUE 80' R/W
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154)
PLATTED
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND
4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
ABBREVIATIONS
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
C CHORD LENGTH
LB LICENSED BUSINESS
LS LAND SURVEYOR
R/W RIGHT OF WAY
ORB OFFICIAL RECORDS BOOK
PG PAGE
C.A. COMMON AREA
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E. UTILITY EASEMENT
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
SHEET 3 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	54.00'	10.29'	10.28'	N04°12'40"E	10°55'22"
C2	54.00'	239.94'	85.92'	S53°57'29"E	254°35'03"
C3	54.00'	169.66'	108.00'	S16°40'26"E	180°00'56"
C4	25.00'	32.54'	30.29'	S36°02'31"W	74°35'03"
C21	54.00'	35.64'	35.00'	S54°24'32"W	37°49'08"
C22	54.00'	24.34'	24.14'	S22°35'10"W	25°49'37"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

PREPARED BY:
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Page 433 of 455

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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(IN FEET)
1 inch = 40 ft

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C	CHORD LENGTH
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R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

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- | DENOTES PC / PT

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

MATCHLINE (SHEET5)
MATCHLINE (SHEET4)

N89°46'19"E 543.01'

TREE PRESERVATION
DRAINAGE EASEMENT

S19°36'24"W
122.30'

S10°13'29"E
97.58'

S18°39'58"E
102.32'

S17°49'38"E
65.89'

S27°01'13"E
82.60'

TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY
ACCESS, RECREATION &
CONSERVATION
1111061 Sq. Feet
25.5064 Acres

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

MATCHLINE (SHEET5)
MATCHLINE (SHEET7)

MATCHLINE (SHEET5)
MATCHLINE (SHEET7)

N73°14'09"E
153.21'

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LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 5 OF 10

MAP BOOK:___ PAGE:___

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
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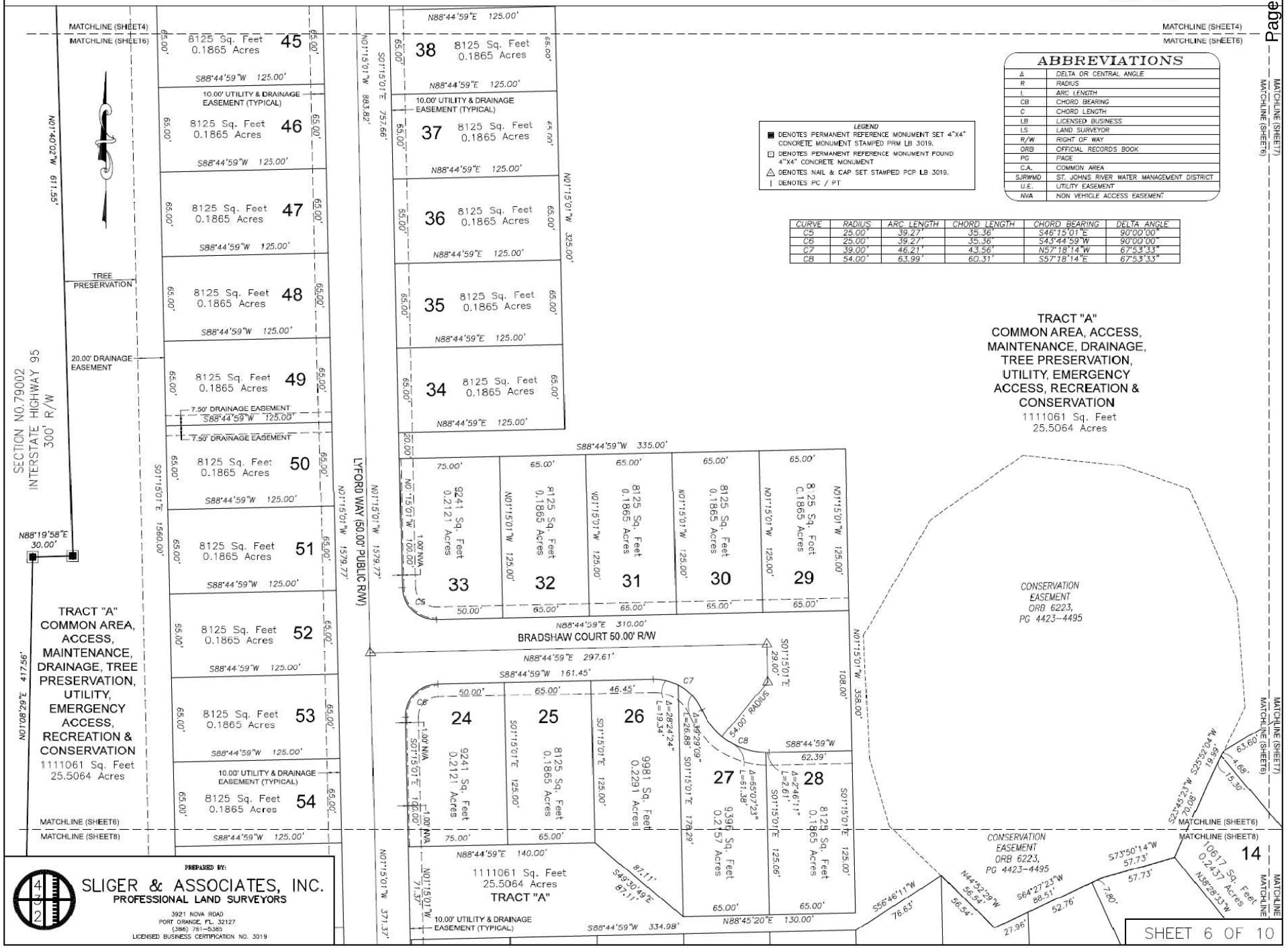

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ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT
NVA	NON VEHICLE ACCESS EASEMENT

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- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C6	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C7	39.00'	46.21'	43.56'	N57°18'14"W	67°53'33"
C8	54.00'	63.99'	60.31'	S57°18'14"E	67°53'33"

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BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
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MATCHLINE (SHEET5)
MATCHLINE (SHEET7)
MATCHLINE (SHEET6)

LEGEND
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PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT
NVA	NON VEHICLE ACCESS EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C16	225.00'	223.46'	214.39'	N59°25'36"E	56°54'13"
C17	200.00'	198.63'	190.57'	N59°25'36"E	56°54'13"
C19	25.00'	39.27'	35.36'	N42°52'42"E	90°00'00"
C20	25.00'	39.27'	35.36'	N47°07'18"W	90°00'00"

S17°49'19"E 65.89'
S27°01'13"E 82.60'
S51°43'31"E 83.49'
S66°36'34"E 69.72'
N76°21'36"E 75.68'
N48°03'39"E 152.66'
N7°14'09"E 153.21'
S2°46'28"W 305.56'

PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED

TRACT "A"
1111061 Sq. Feet
25.5064 Acres

TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres

TREE PRESERVATION DRAINAGE EASEMENT

S88°20'29"W 405.00'
10.00' UTILITY EASEMENT (TYPICAL)
S88°01'03"W 117.47'
S02°07'18"E 125.20'
N88°20'29"E 345.00'
S87°52'42"W 400.01'
N02°07'18"W 330.45'
S02°07'04"E 306.39'
N02°07'18"W 855.40'
TREE PRESERVATION

LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED

NOT A PART

PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED

11	8180 Sq. Feet 0.1878 Acres	N01°39'31"W 128.94'	65.00'			
10	8125 Sq. Feet 0.1865 Acres	N01°39'31"W 125.00'	65.00'			
9	8125 Sq. Feet 0.1865 Acres	N01°39'31"W 125.00'	65.00'			
8	8125 Sq. Feet 0.1865 Acres	N01°39'31"W 125.00'	65.00'			
7	8125 Sq. Feet 0.1865 Acres	N01°39'31"W 125.00'	65.00'	10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)		
6	9304 Sq. Feet 0.2136 Acres	N01°39'31"W 125.00'	75.00'	N02°07'18"W 100.00'	1.00' NVA	S02°07'10"E 729.20'
12	9641 Sq. Feet 0.2213 Acres	S27°25'50"E 127.82'	10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)	N38°40'35"W 128.02'	S59°03'56"W 157.24'	93.63'
13	8946 Sq. Feet 0.2054 Acres	N38°44'34"W 144.06'	63.60'			
72			65.00'			
73			65.00'			
74			65.00'			
75			65.00'			
76			51.41'	1.00' NVA		
5	10502 Sq. Feet 0.2411 Acres	10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)				

10.00' UTILITY EASEMENT (TYPICAL)
Δ=10°34'21" L=41.52'
Δ=10°44'11" A=42.16' 23.12'
Δ=151°14'45" L=59.57'
C16
C17
C19
C20

BALTIC AVE. (60.00' R/W)
MAP BOOK 7, PAGE 108

BRADFORD LAKES WAY 50.00' R/W
N87°52'42"E 359.14'

N87°54'19"E 50.00'
49.17'
15.00'
N87°54'19"E 95.22'
46.94'
17.24'
S62°33'56"E 51.49'
S62°33'56"E 228.17'
79.10'
53.66'

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

PREPARED BY:
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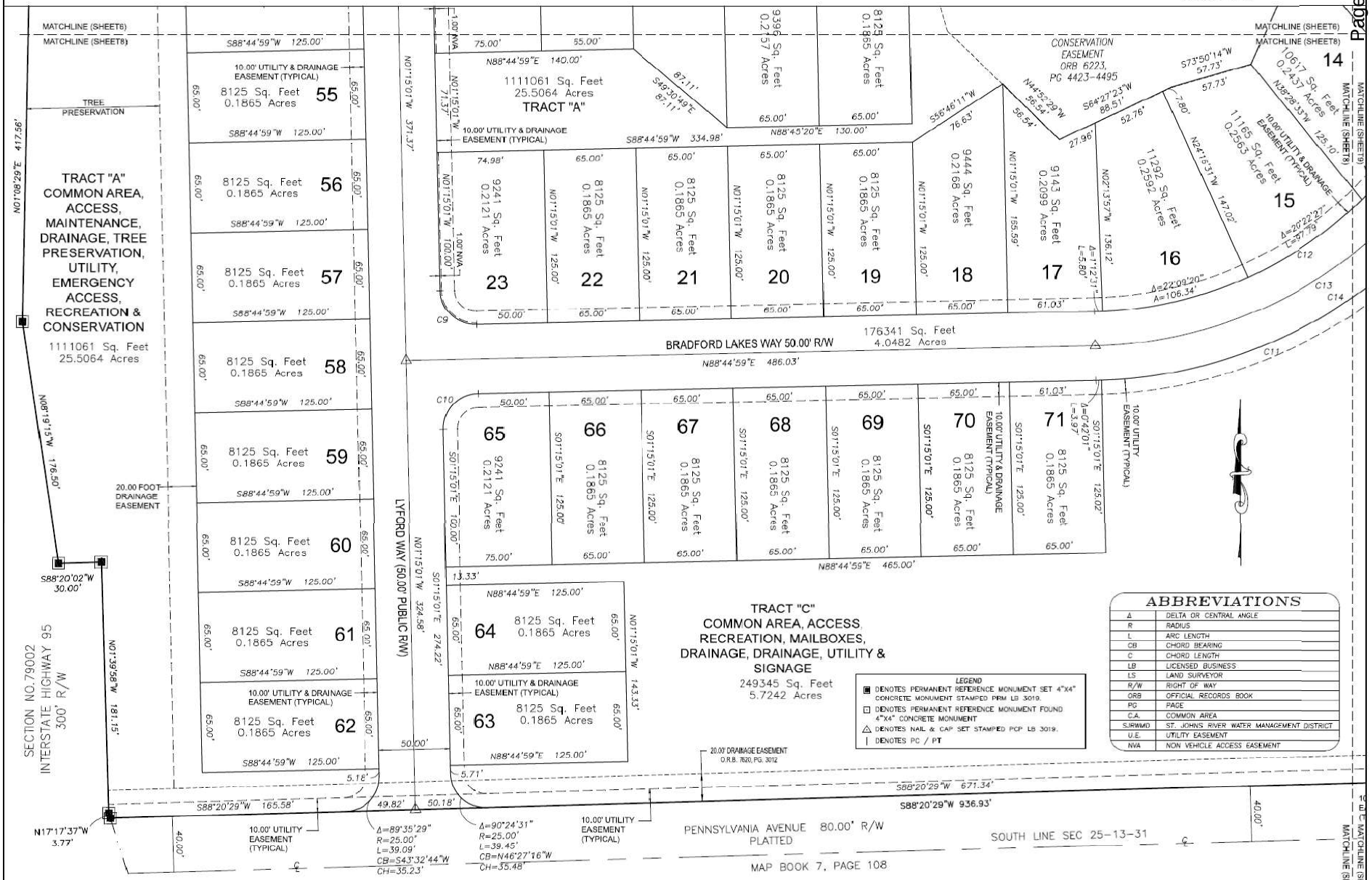
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5355
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT
NVA	NON VEHICLE ACCESS EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C10	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C11	325.00'	323.75'	310.53'	N59°30'44"E	57°04'29"
C12	275.00'	277.30'	265.70'	N59°51'44"E	57°46'30"
C13	300.00'	302.51'	289.86'	N59°51'44"E	57°46'30"
C14	325.00'	230.19'	225.41'	S68°27'34"W	40°34'51"

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
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BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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GRAPHIC SCALE
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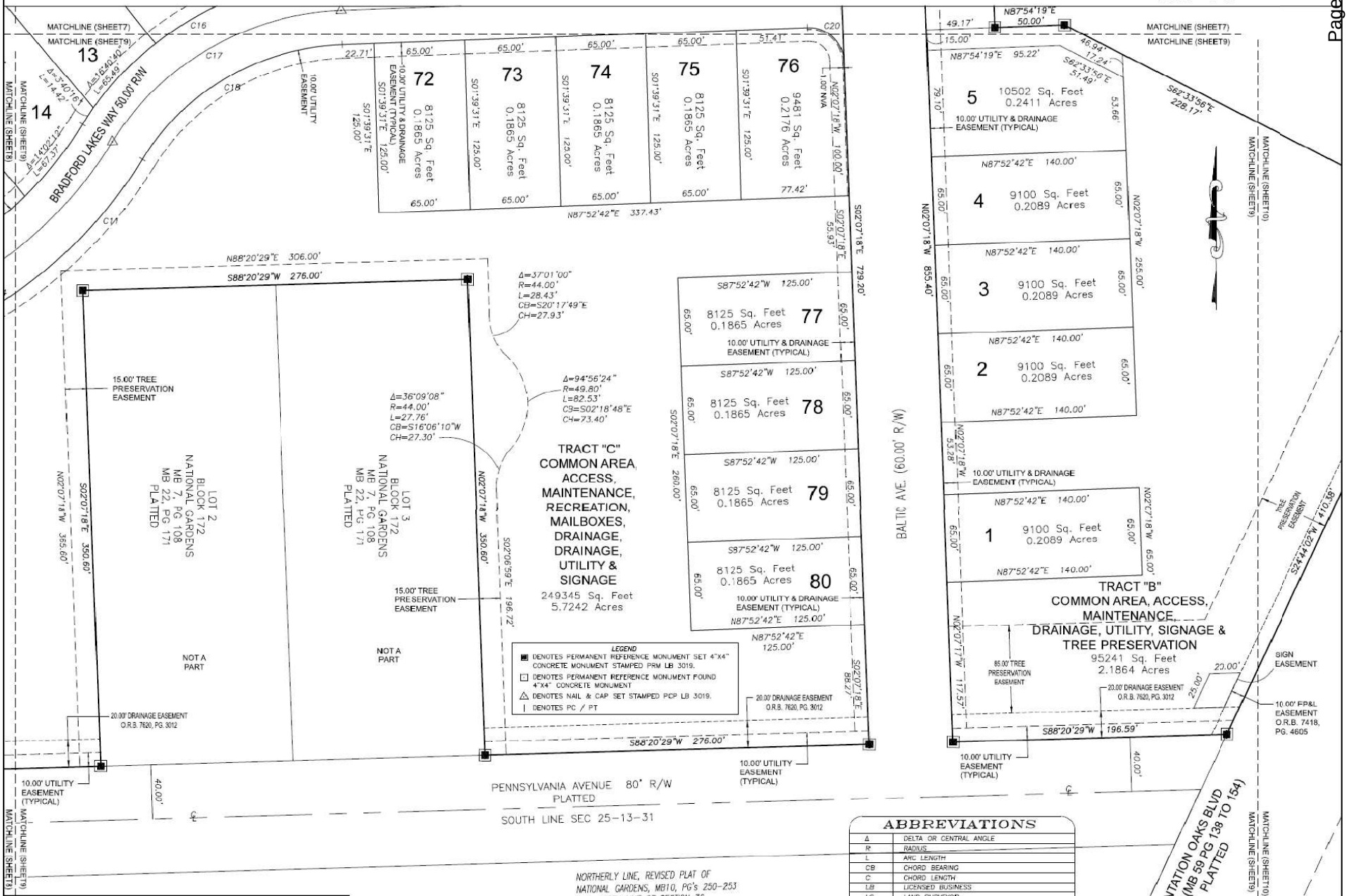

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- | DENOTES PC / PT

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C16	225.00'	223.46'	214.39'	N59°25'36"E	56°54'13"
C17	200.00'	198.63'	190.57'	N59°25'36"E	56°54'13"
C18	175.00'	173.80'	166.75'	S59°25'36"W	56°54'13"
C20	25.00'	39.27'	35.36'	N47°07'18"W	90°00'00"

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PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT
NVA	NON VEHICLE ACCESS EASEMENT

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BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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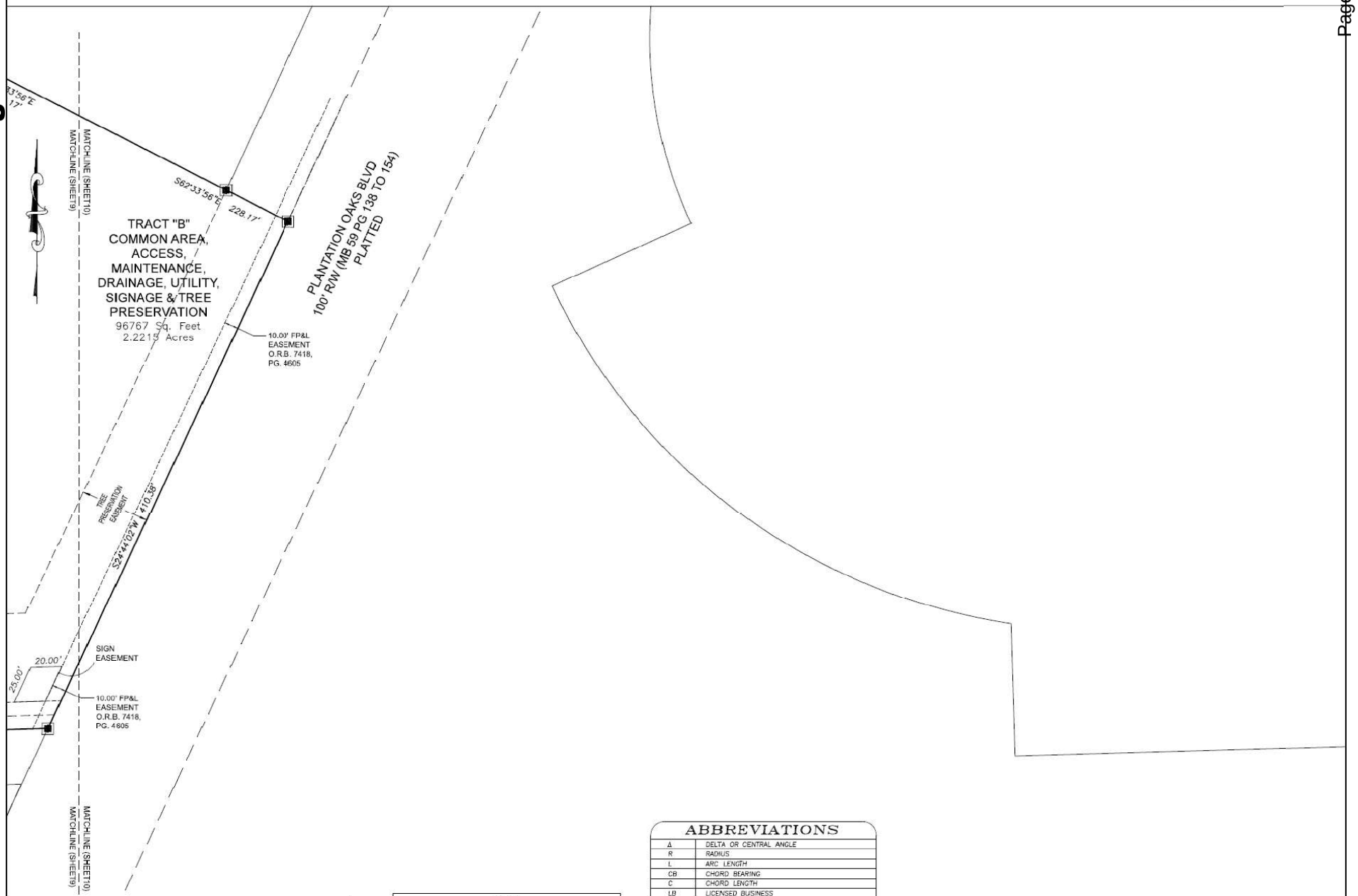

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C.A.	COMMON AREA
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LEGEND
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| DENOTES PC / PT

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PORT ORANGE, FL. 32127
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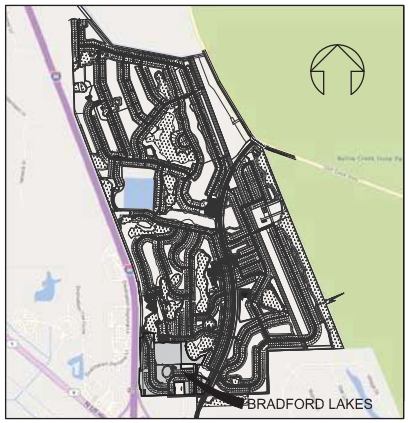
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD LAKES
PRELIMINARY PLAT & CONSTRUCTION PLANS
ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8". 0.30% FOR 10" UNLESS OTHERWISE NOTED.
SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION.
SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) ALL DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED LIGHTS.
7.) ALL ELEVATIONS REFER TO MEAN SEA LEVEL 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SODDED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS AND OFF SITE LIFT STATION DEED NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS. WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD PLANS #711-001. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION.
18.) ALL MAINTENANCE OF ALL LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.
19.) ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) ELEVATIONS REFER TO N.A.V.D. OF 1988, PER N.G.S. MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48 FEET – N.A.V.D. 88 (30.573 FEET – NGVD 29)
22.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.
23.) REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
24.) ALL POTABLE WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.
25.) PER THE PUD AGREEMENT A STATISTICAL TREE SURVEY HAS BEEN PREPARED BY CRAIG MURRAY FORESTER FOR THE ENTIRE PLANTATION OAKS, THE COUNTY SHALL NOT REQUIRE COMPLETE TREE SURVEY, ONLY A SURVEY OF SPECIMEN TREES.
26.) BRADFORD LAKES IS PHASE 4 OF PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT, APPROVED WITH ORDINANCE 2022-16.

FLOOD MAP
FLOOD ZONE "X" & "AH (30 FEET)"
FLOODPLAIN PANEL 12127C0184K EFFECTIVE DATE SEPTEMBER 29, 2017



LOCATION MAP

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY / TOPOGRAPHIC / TREE SURVEY
P1-P10	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION/EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	REUSE SYSTEM WATER DETAILS
29-30	OFF SITE LIFT STATION DETAILS
31	AMENITY CENTER - SITE PLAN
32	AMENITY CENTER - CIVIL PLAN
33	AMENITY CENTER - UTILITY PLAN
34	AMENITY, ENTRY - LANDSCAPE PLAN
35	LANDSCAPE DETAILS
36	AMENITY, ENTRY - IRRIGATION PLAN
37	IRRIGATION DETAILS
38	SIGNAGE DETAILS
39-40	LANDSCAPE DETAILS

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Cassia fine sand, 0 to 2 percent slopes	3.6	6.8%
29	Immokalee sand	3.6	6.9%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	35.7	67.2%
51	Pomona-St. Johns complex	1.3	2.5%
99	Water	10.1	19.1%
Totals for Area of Interest		53.1	100.0%

SOILS MAP

PROJECT NAME
BRADFORD LAKES
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 53.122 ACRES INTO 80 SINGLE FAMILY FEE SIMPLE LOTS WITH PUBLIC STREETS AND OFF SITE PUBLIC LIFT STATION.

DEVELOPER/OWNER
RIDGE LAND HOLDINGS, LLC
RICK MAUGERI
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL. 32114
386-547-9086
rickm@ridge-development.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
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EMAIL: info@parkermynchenberg.com

SURVEYOR
JEFF BARNES
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

PROJECT ATTORNEY
GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
glenn@storchlawfirm.com
corey@storchlawfirm.com

LAND USE TABULATION

TOTAL AREA = 53.122 ACRES
TOTAL L.F. OF PUBLIC STREETS = 4,085 L.F.
DENSITY = 80 LOTS/53.122 = 1.506 DU/AC

LOTS 1-80.....14.621 ACRES
PUBLIC ROW.....4.0482 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.....25.5064 ACRES
TRACT B COMMON AREA MAINTENANCE, ACCESS, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION.....2.1864 ACRES
TRACT C COMMON AREA ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE.....5.742 ACRES
TOTAL.....53.122 ACRES

OFF SITE LIFT STATION (PARCEL A).....0.0674 ACRES

RECREATION AREA PROVIDED.....6.43 ACRES

EXISTING ZONING: PLANTATION OAKS OF ORMOND BEACH PUD

MINIMUM LOT SIZE 60' X 100'
SETBACKS:
FRONT.....20 FEET
REAR.....20 FEET
SIDE.....7.5 FEET
SIDE CORNER NO ACCESS.....15 FEET
WATERFRONT.....20 FEET
MAXIMUM BUILDING HEIGHT.....35 FEET
MAXIMUM BLDG COVERAGE.....60%
MAXIMUM LOT IMPERVIOUS.....75%
MINIMUM FLOOR AREA.... 1,400 S.F.
EXISTING ZONING: PUD
ACCESSORY STRUCTURE SETBACK:
SIDE YARD.....7.5 FEET
SIDE YARD CORNER NO ACCESS.....15 FEET
REAR YARD.....5 FEET
FRONT YARD.....20 FEET

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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STEVE BOSMAN, P.E. #53995 R.L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

BRADFORD LAKES
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. BLCS.dwg
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Date: 3/1/2023
SCALE: NONE

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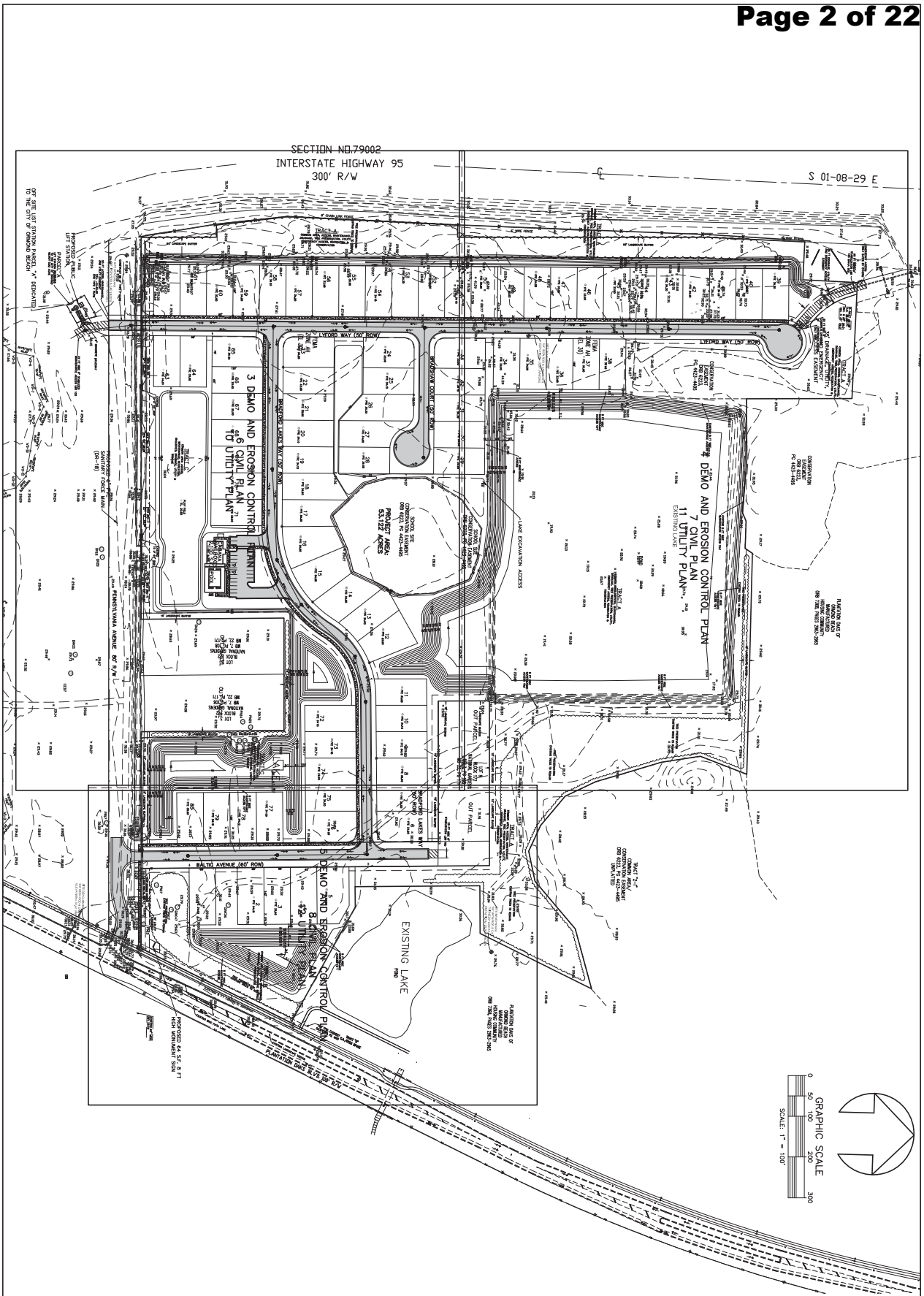

SEAL

BRADFORD LAKES

ORMOND BEACH * FLORIDA

OVERALL PLAN/KEY PLAN

SHEET NO. 2

File No. BL-SP.dwg

Drawn By: SLB

Date: 3/1/2023

SCALE: 1" = 100'

PARKER MYNCHENBERG & ASSOCIATES, INC.
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STEVE BUSMELL P.E. #53985 R.L.A. #AA667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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		REVISIONS	
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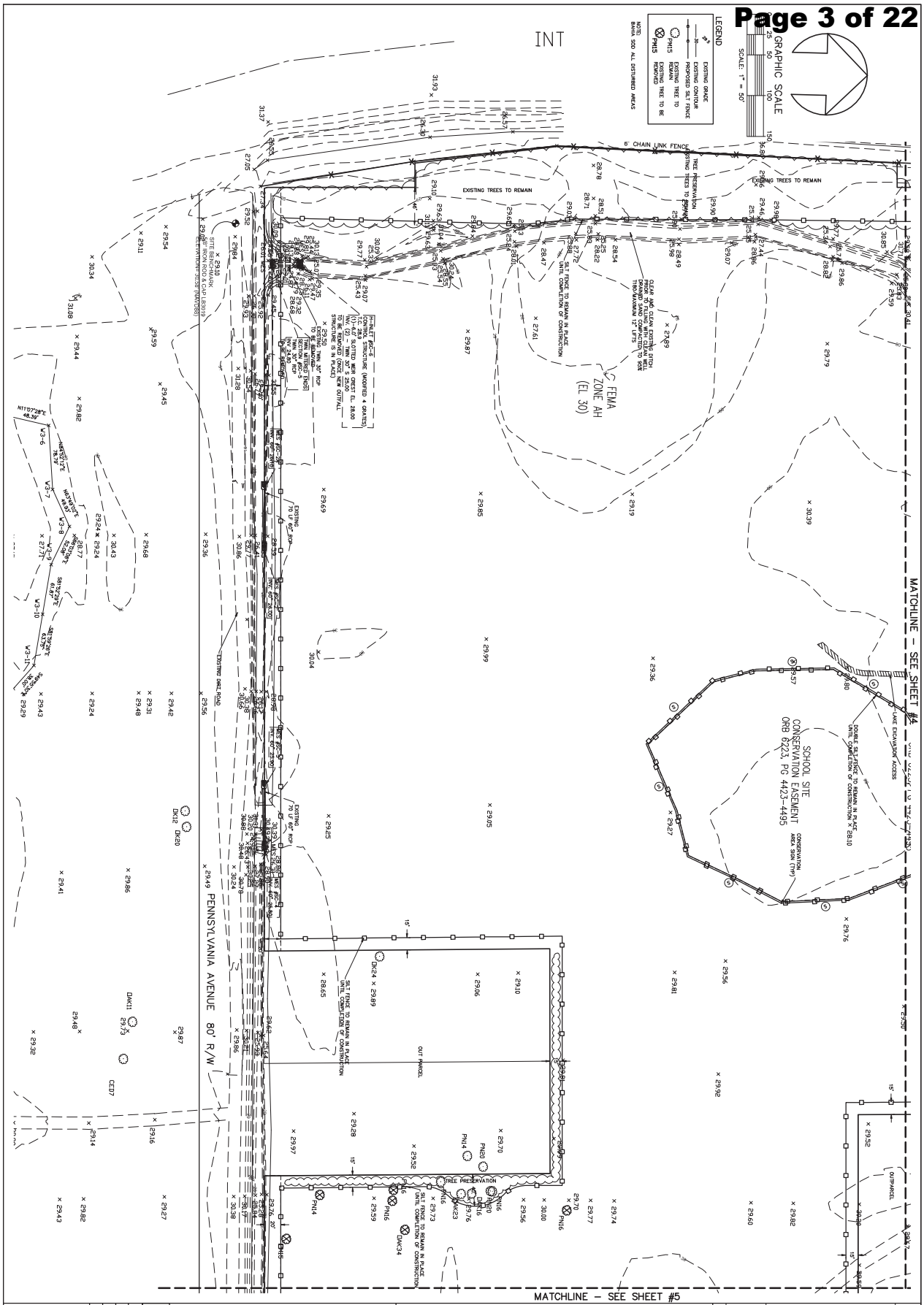

SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA DEMOLITION AND EROSION CONTROL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71301 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. 1 DATE 6/15/2023 DESCRIPTION REVISED BY SLB REVISIONS
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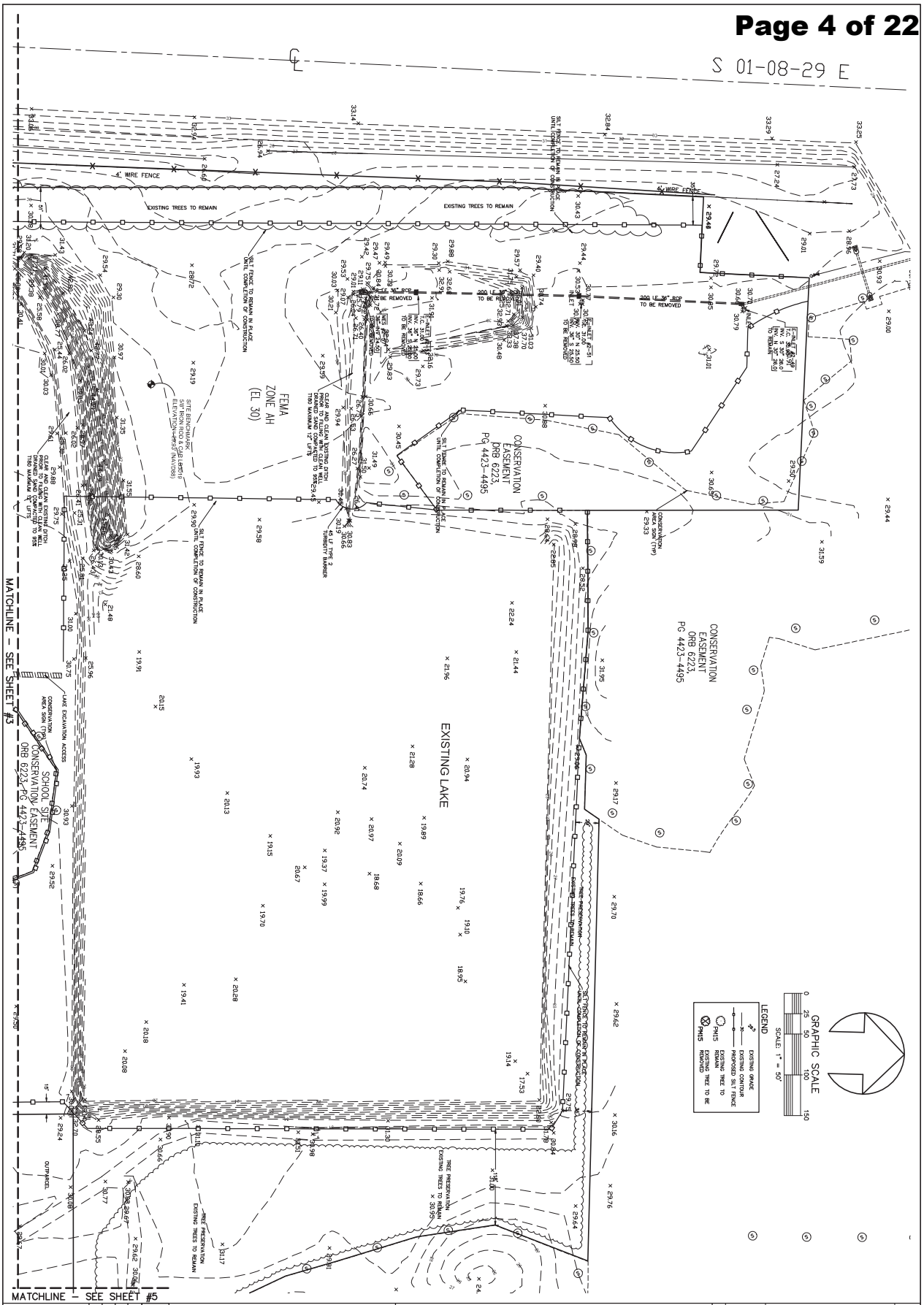

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SCALE: 1" = 50'	SHEET NO. 4
Date: 3/1/2023	File No. BL-SP.dwg
Drawn By: SLB	

BRADFORD LAKES

ORMOND BEACH * FLORIDA

DEMOLITION AND EROSION CONTROL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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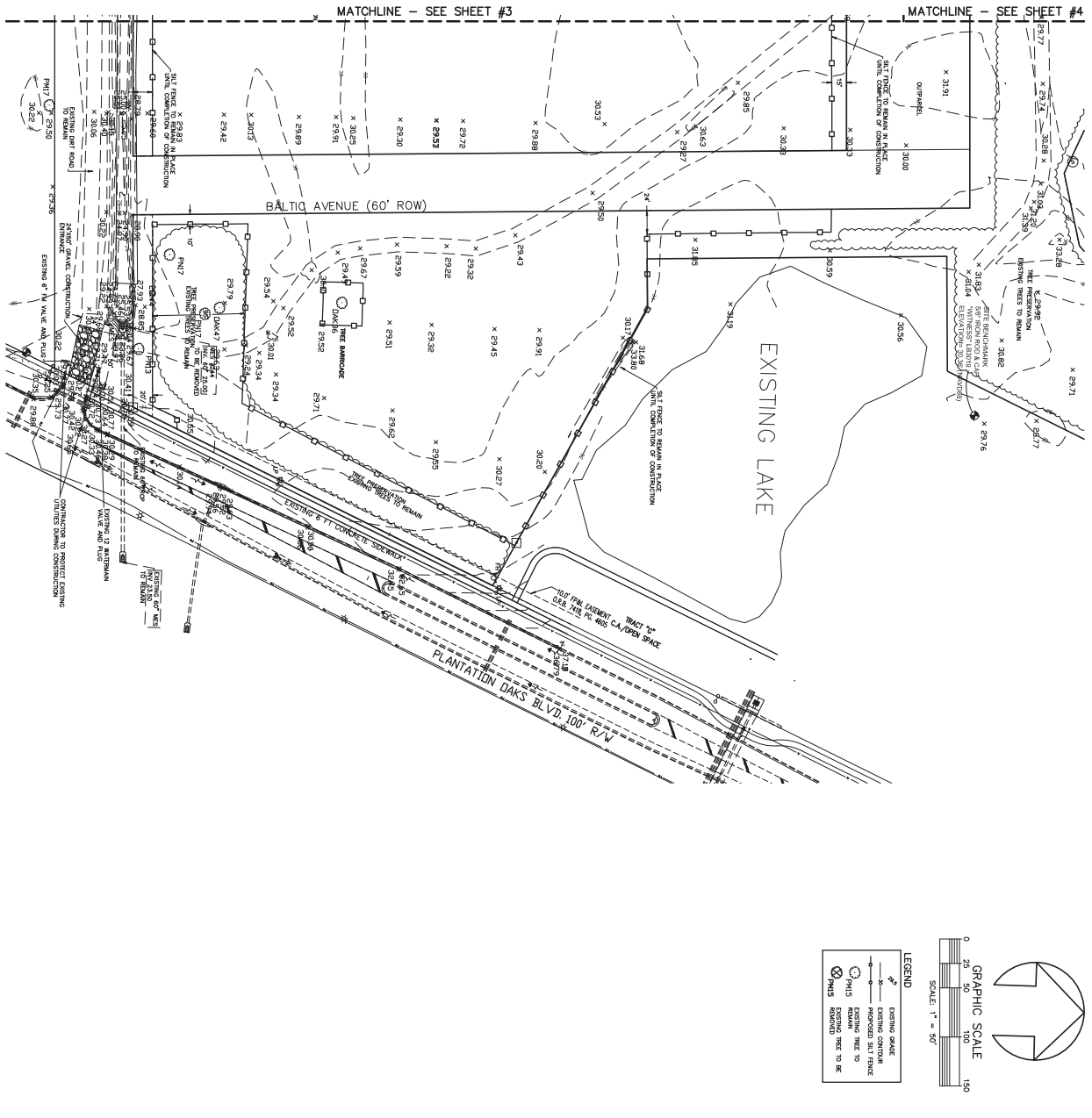
		REVISIONS	



SEAL

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File No. BL-SP.dwg

Drawn By: SLB

Date: 3/1/2023

SCALE: 1" = 50'

BRADFORD LAKES

ORMOND BEACH * FLORIDA

DEMOLITION AND EROSION CONTROL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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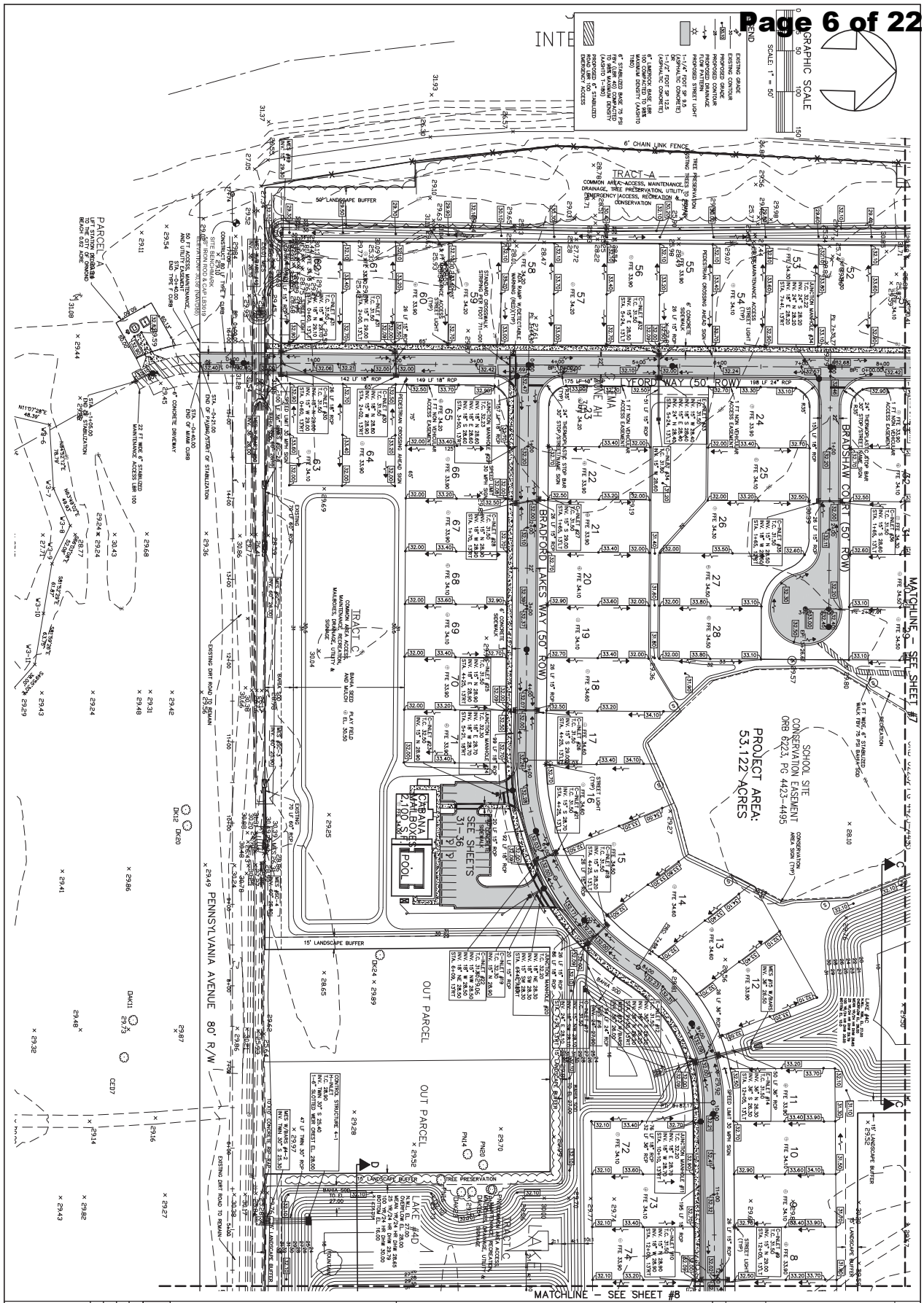

SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA CIVIL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #39245 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #AA0667011 KEVIN A. ITE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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		REVISIONS	

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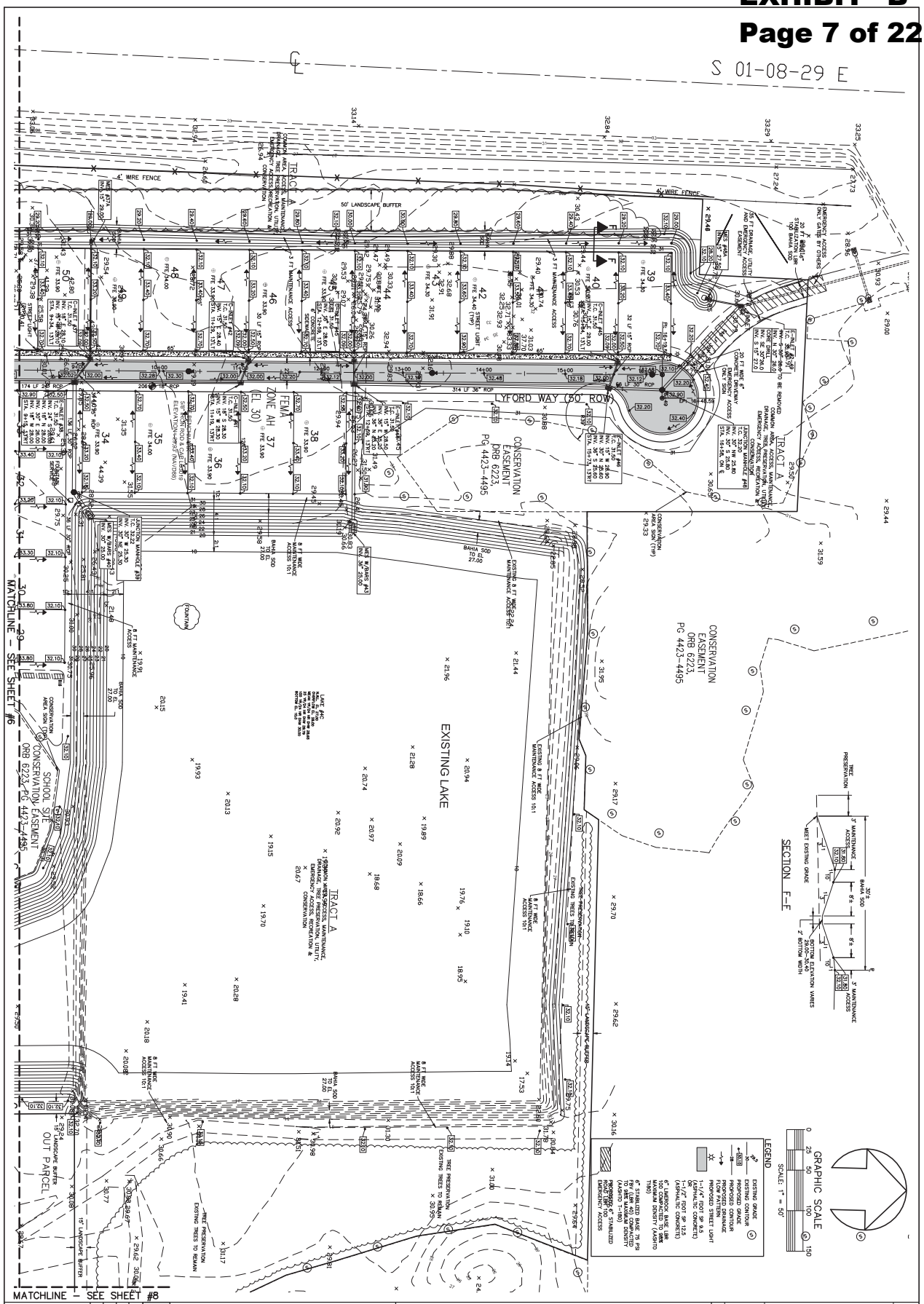

SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA CIVIL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #39645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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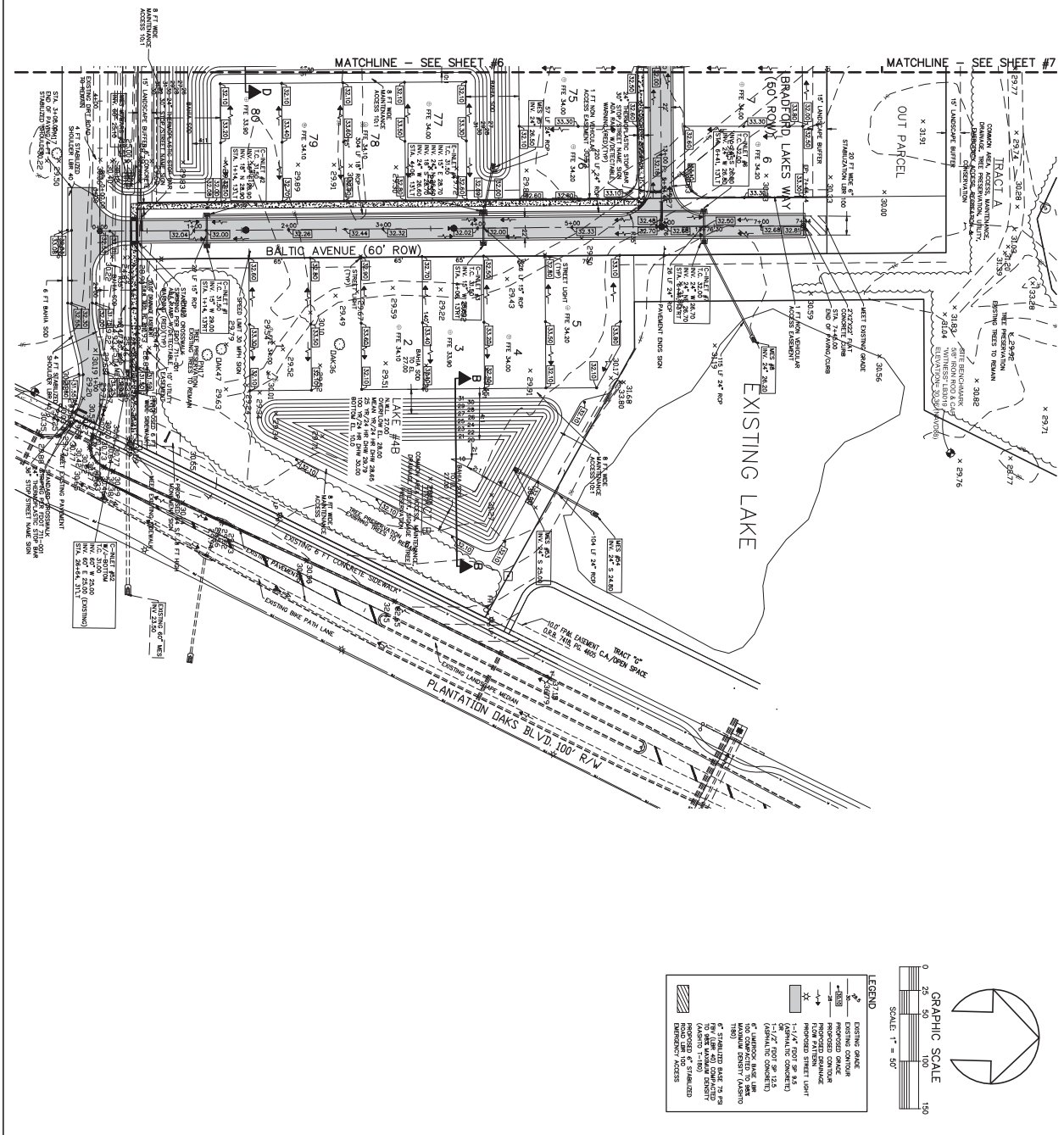

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SHEET NO.	8
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Drawn By:	SLB
Date:	3/1/2023
SCALE:	1" = 50'

BRADFORD LAKES
ORMOND BEACH * FLORIDA
CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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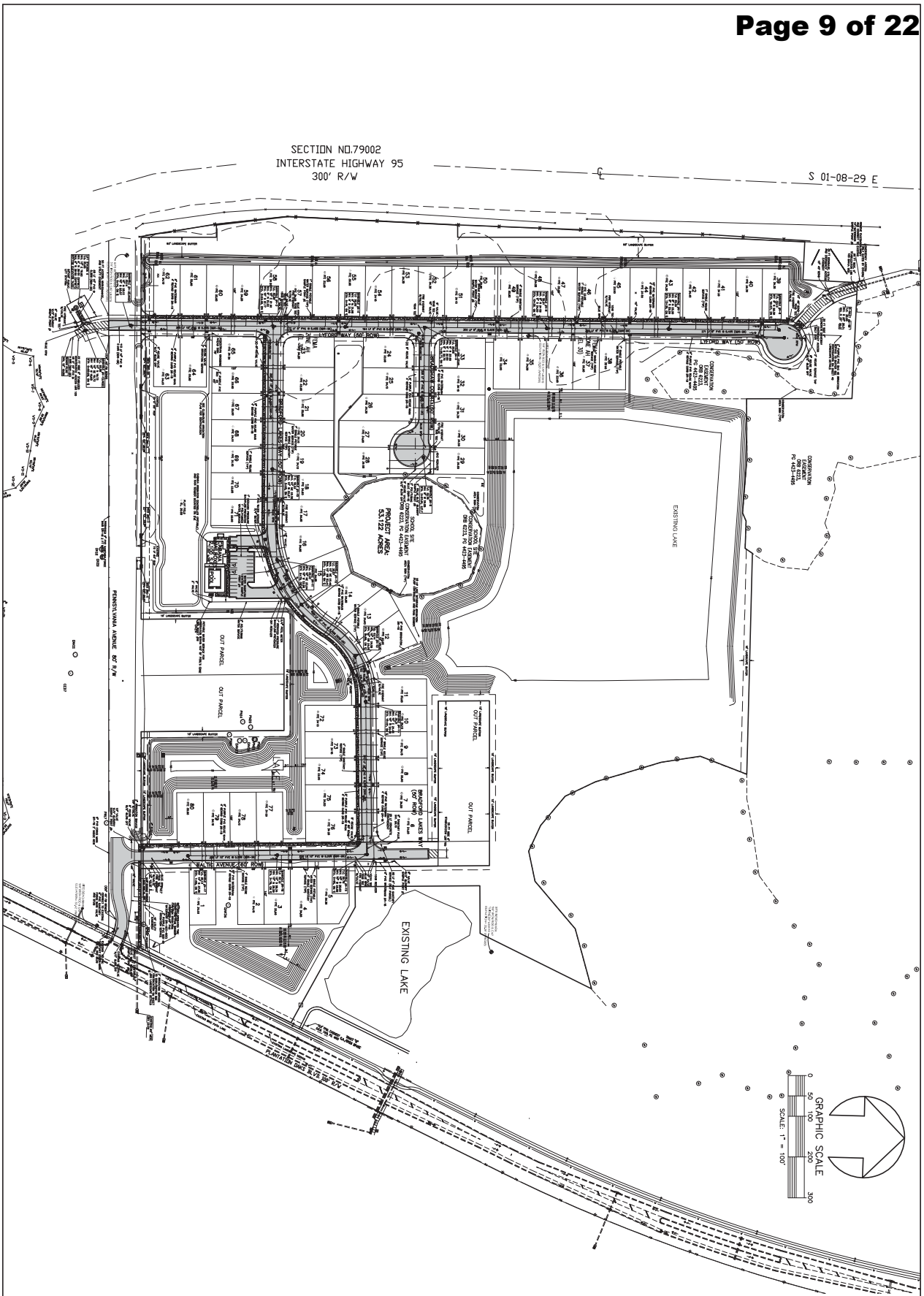
		REVISIONS	



SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA OVERALL UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553, STEVE BUSWELL P.E. #53685 R.L.A. #AA0667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. 1 — DATE 6/15/2023 — DESCRIPTION REVISED — BY SLB
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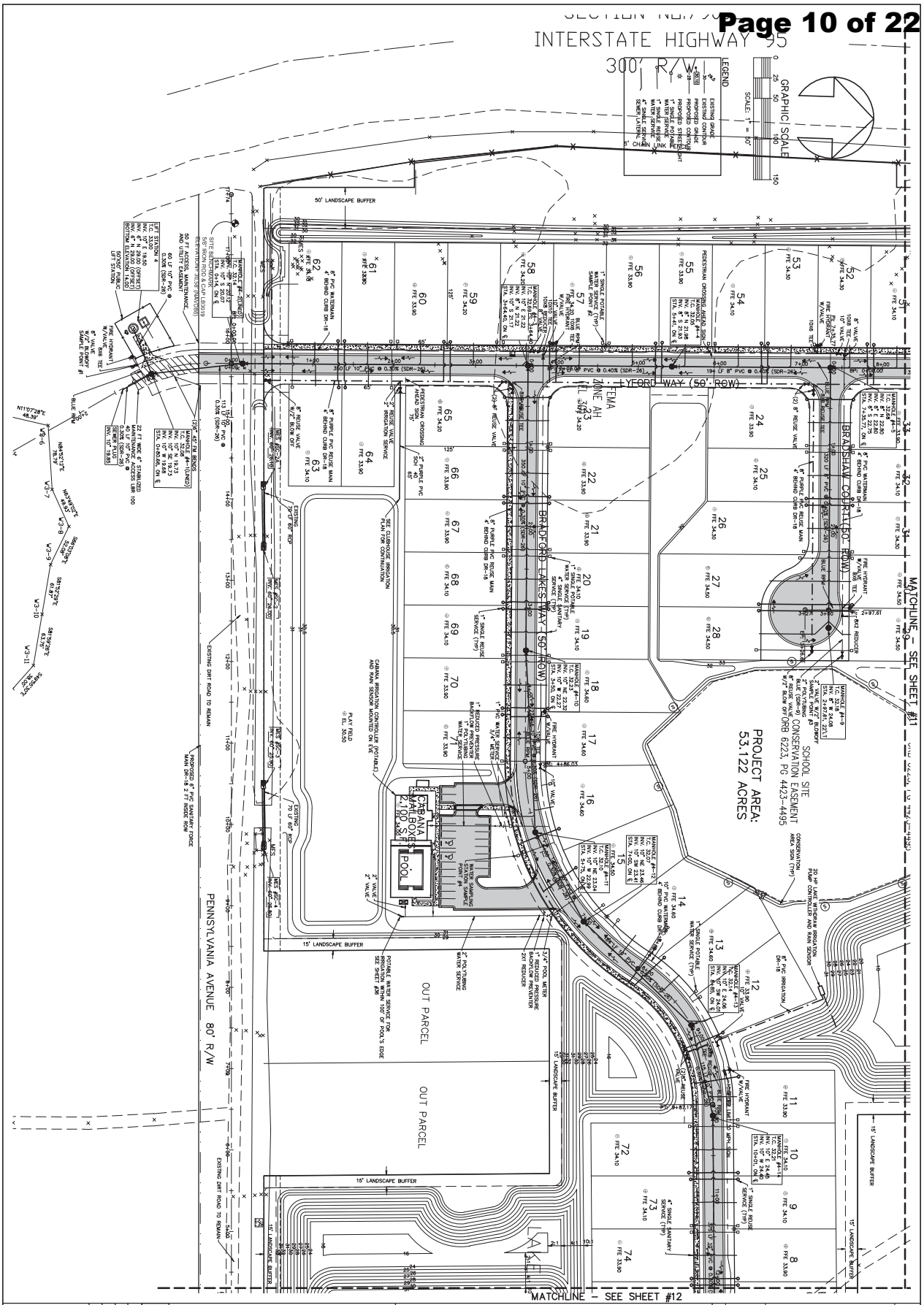

BRADFORD LAKES

ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 10

File No. BL-SP.dwg

Drawn By: SLB

Date: 3/1/2023

SCALE: 1" = 50'

SEAL

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1	6/15/2023	REVISED	SLB
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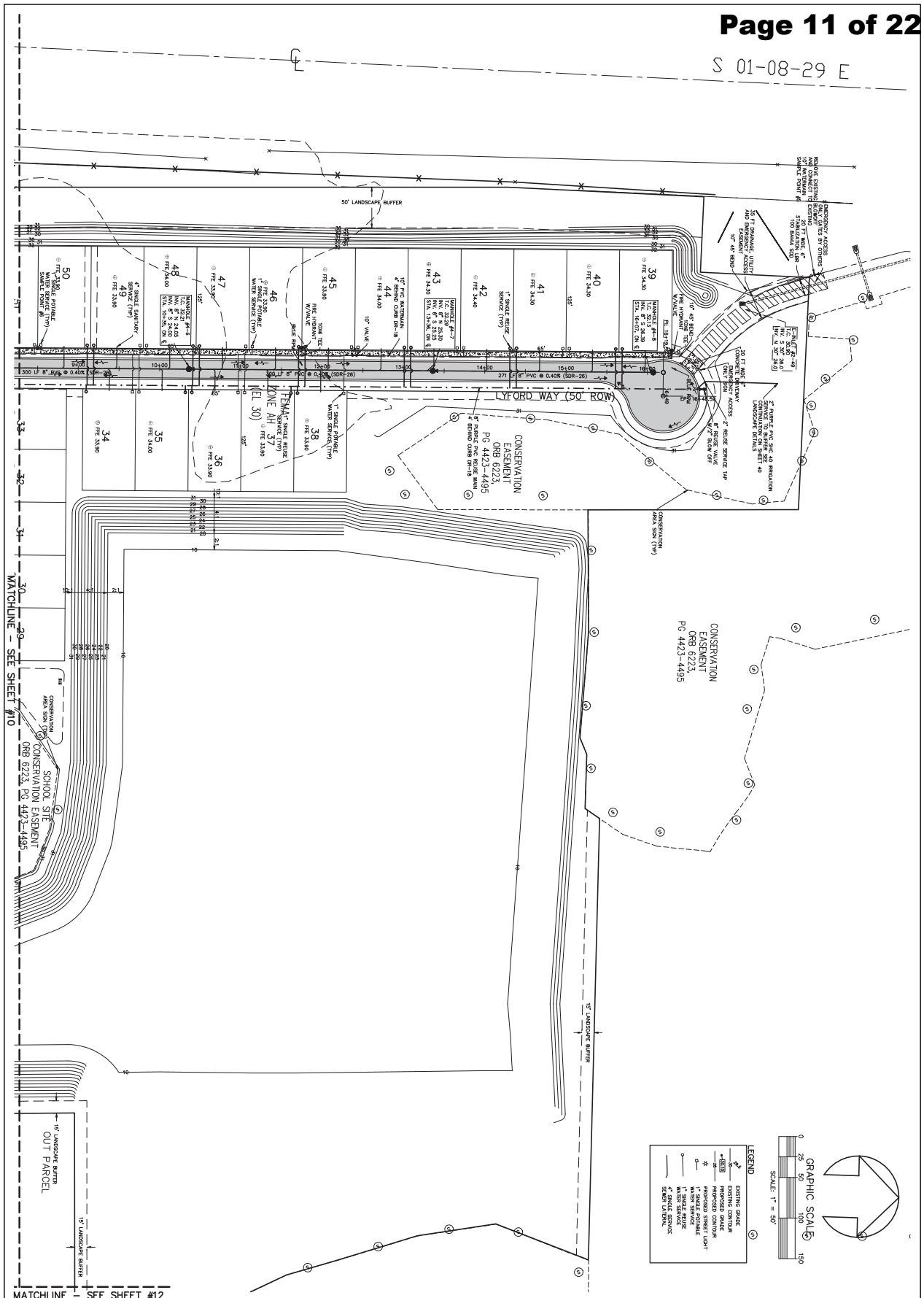

BRADFORD LAKES

ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 11

File No. BL-SP.dwg

Drawn By: SLB

Date: 3/1/2023

SCALE: 1" = 50'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.

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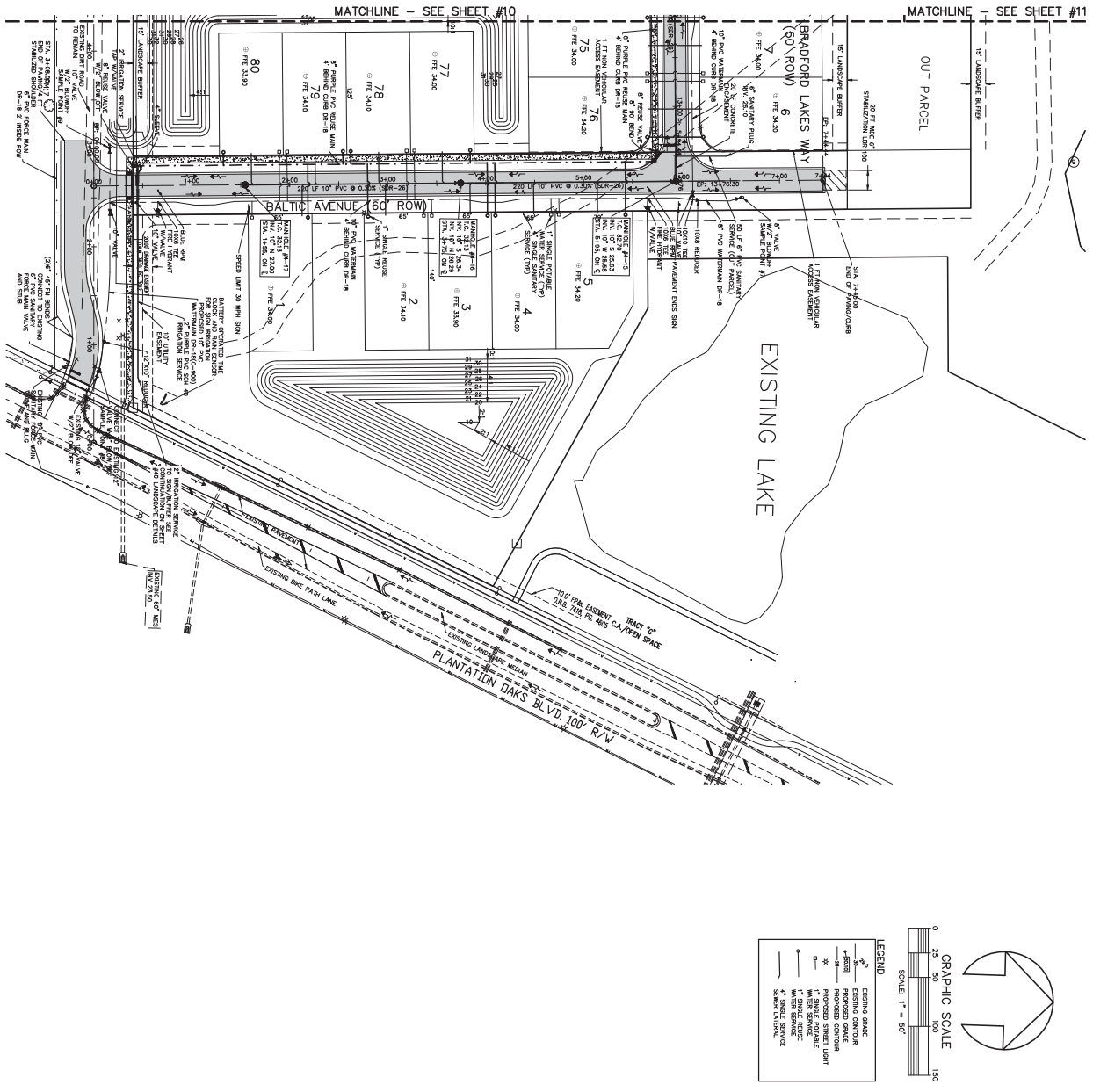

SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	1 6/15/2023 REVISED SLB NO. DATE DESCRIPTION BY REVISIONS
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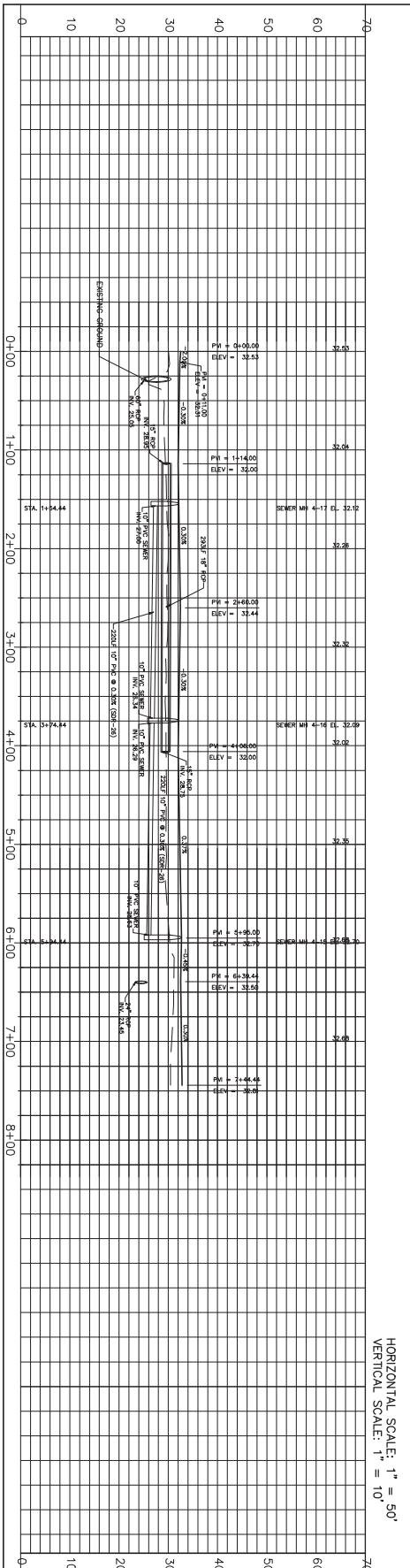

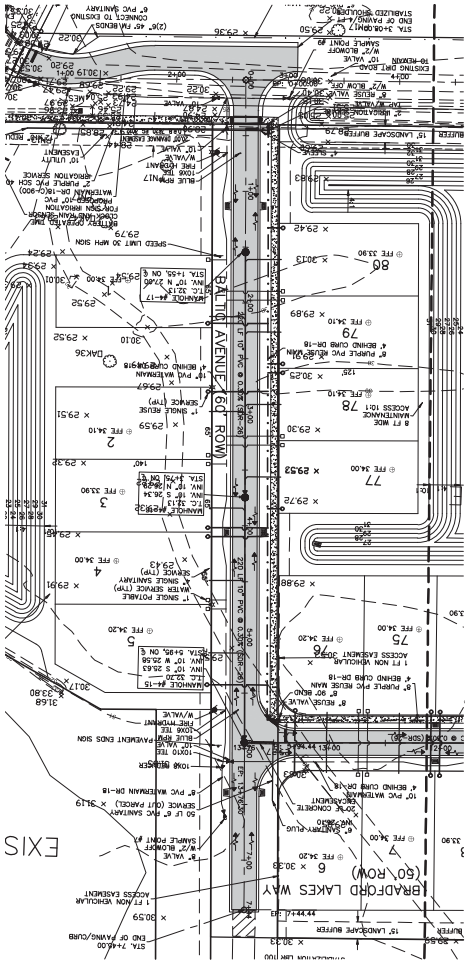

SEAL	SCALE: 1" = 50'	Date: 3/1/2023	Drawn By: SLB
File No. BL-SP.dwg	SHEET NO. 13	BRADFORD LAKES PLAN AND PROFILE ORMOND BEACH * FLORIDA BALTIC AVENUE STA. 0+00.00 – STA. 6+41.00	

PARKER MYNCHENBERG & ASSOCIATES, INC.
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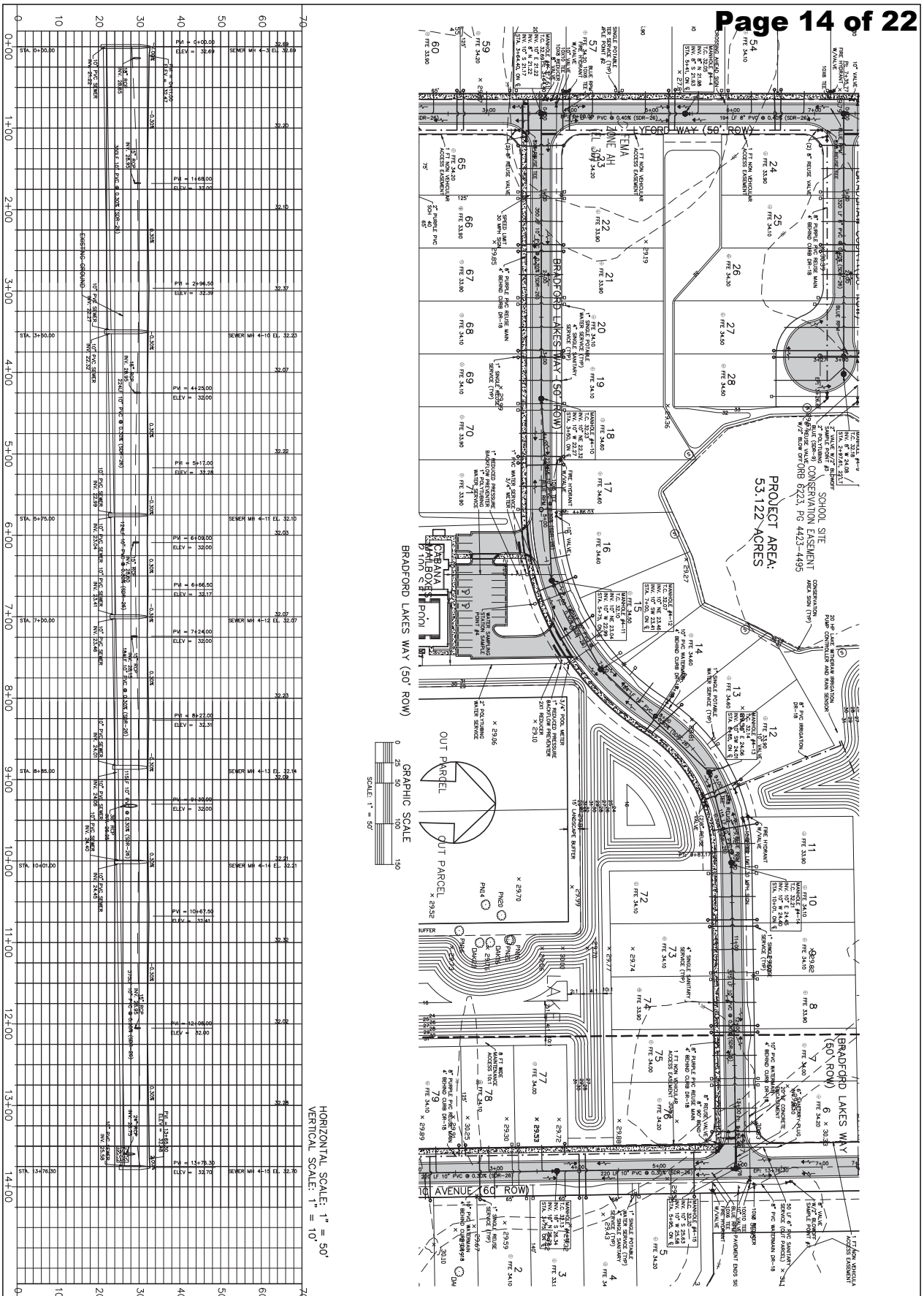

BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA

BRADFORD LAKES WAY
STA. 0+00.00 – STA. 13+76.30

SHEET NO. 14

File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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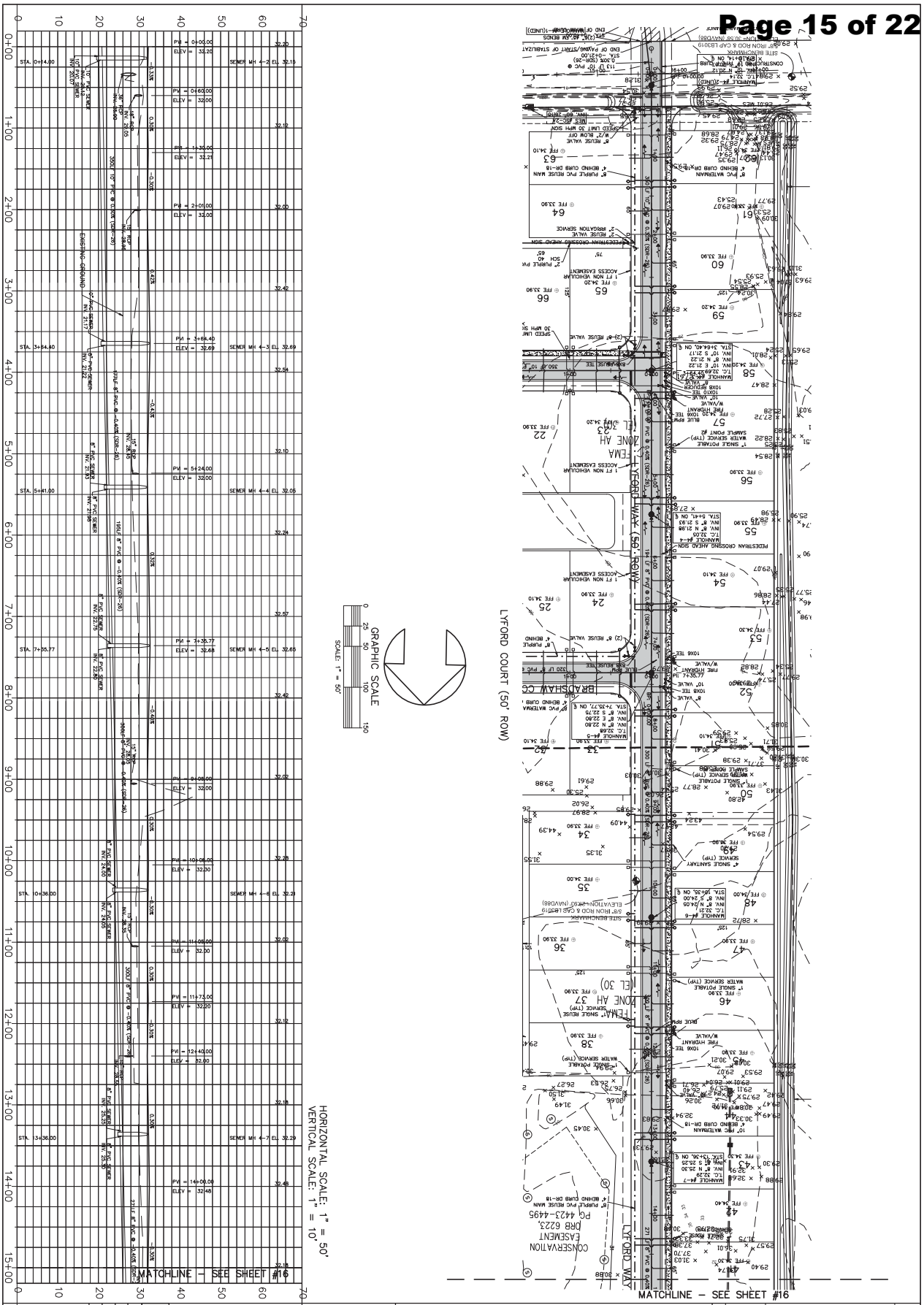
1	6/15/2023	REVISED	SLB
		REVISIONS	



SEAL

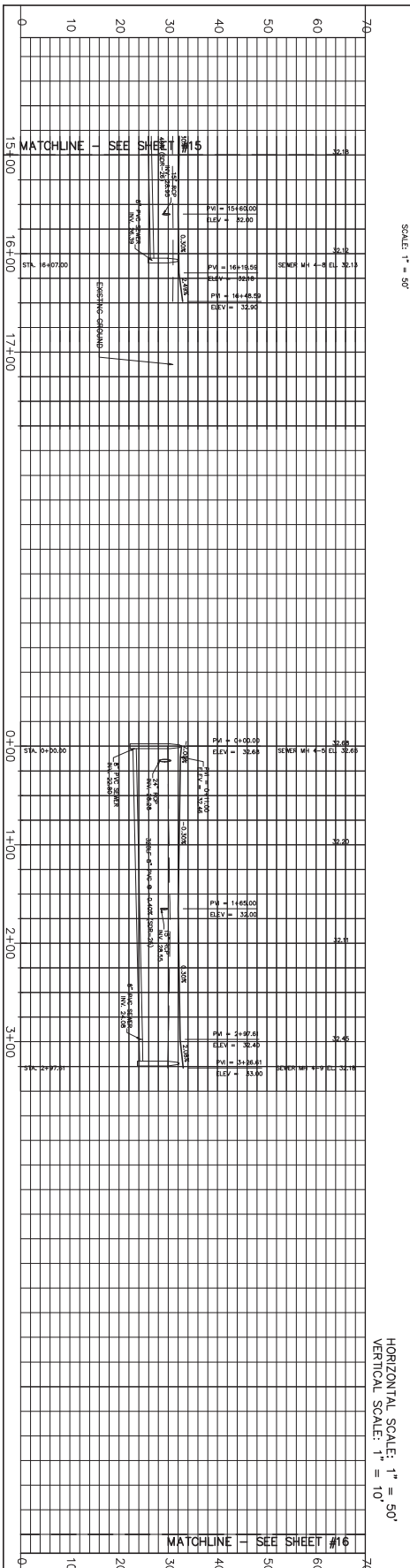
BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA

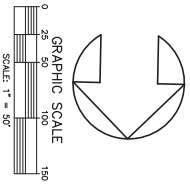
LYFORD WAY
STA. 0+00.00 – STA. 15+00.00

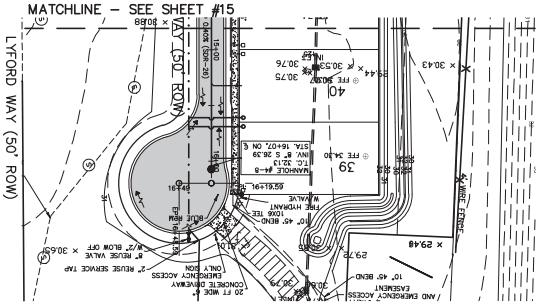
SHEET NO. 15
File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'

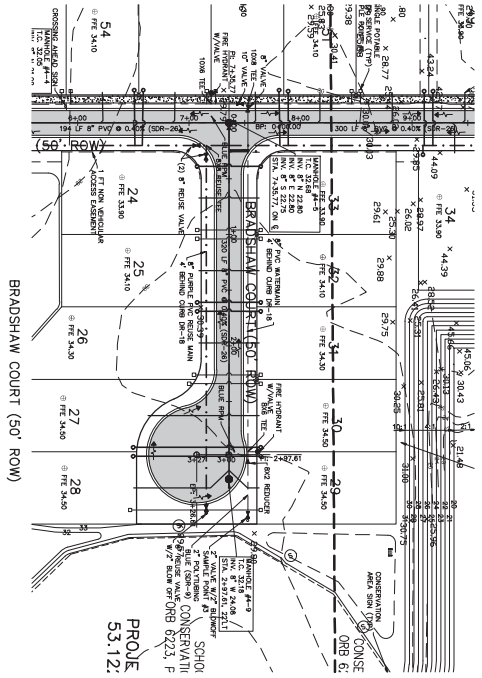
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

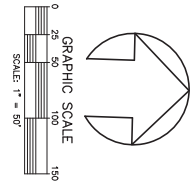
NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB









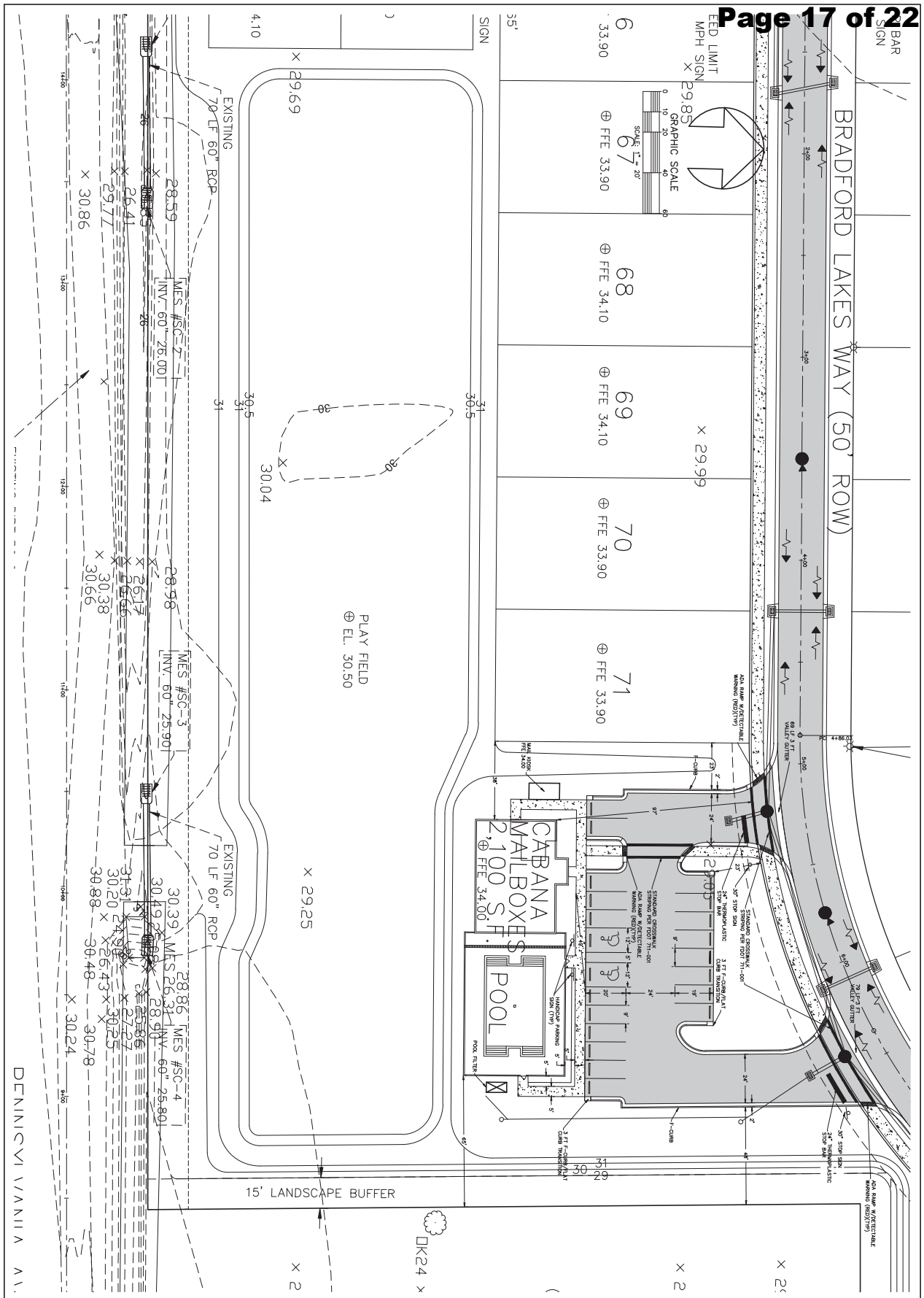


BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA
LYFORD WAY
STA. 15+00.00 – STA. 17+41.47
BRADSHAW COURT
STA. 0+00.00 – STA. 3+26.61

SHEET NO. 16
File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'
SEAL

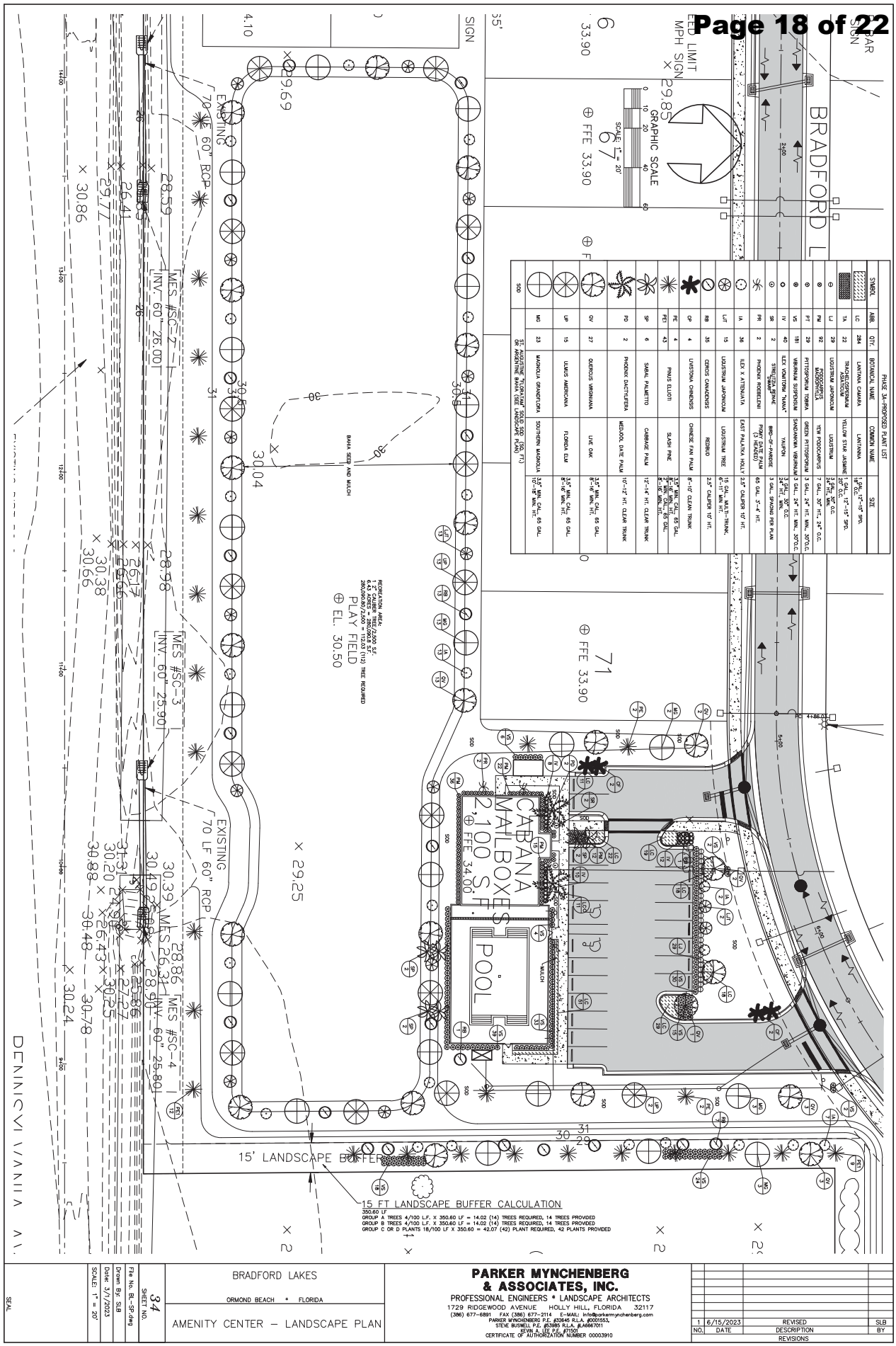
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



BRADFORD LAKES ORMOND BEACH * FLORIDA AMENITY CENTER – SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #AA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SEAL SHEET NO. 31 File No. BL-SP.dwg Drawn By: SLB Date: 3/1/2023 SCALE: 1" = 20'

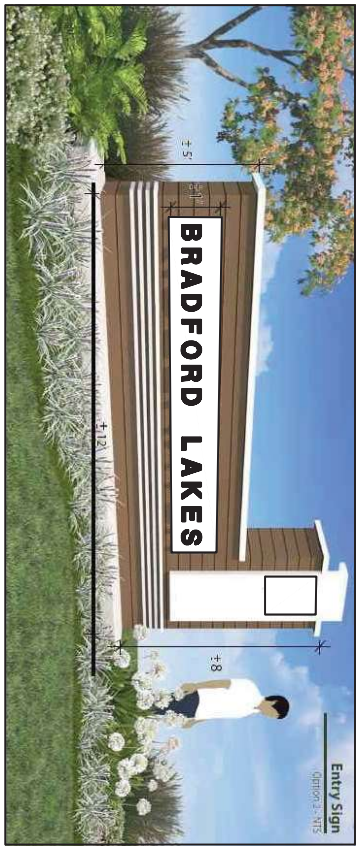
NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED REVISIONS	SLB



PHASE 3A-PROPOSED PLANT LIST

SYMBOL	ABB	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	LC	284	LANTANA CAMARA	LANTANA	1 GAL., 24" O.C.
	TA	22	TRACHELOSPERMUM FLORIDUM	YELLOW STAR JASMINE	1 GAL., 12"-15" SPD.
	LJ	28	LIGUSTRUM JAPONICUM	LIGUSTRUM	25 GAL., 10' O.C.
	PM	92	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	7 GAL., 20" HT., 24" O.C.
	PT	29	PITTOSPORUM TOBIRA	GREEN PITTOSPORUM	3 GAL., 24" HT. MIN., 30"O.C.
	VS	189	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 24" HT. MIN., 30"O.C.
	IV	40	ILEX VOMITORIA 'NANA'	YAUPON	3 GAL., 30" O.C. 24" HT. MIN.
	SR	2	STRELITZIA REGINAE 'GIANT'	BIRD-OF-PARADISE	3 GAL. SPACING PER PLAN
	PR	2	PHOENIX ROEBELENII	PYGMY DATE PALM (3' HEADED)	60 GAL. 3'-4 HT.
	IA	38	ILEX X ATTENUATA	EAST PALATKA HOLLY	2.5" CALIPER 10' HT.
	LJT	15	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	15 GAL.- MULTI-TRUNK; 6'-11' MIN HT.
	RB	35	CERCIS CANADENSIS	REDBUD	2.5" CALIPER 10' HT.
	GP	4	LIVISTONA CHINENSIS	CHINESE FAN PALM	8'-10' CLEAR TRUNK
	PE	4	PINUS ELLIOTI	SLASH PINE	3.5" MIN. CAL., 65' GAL. 8'-16' MIN. HT.
	PEG	43			3.5" MIN. CAL., 65' GAL. 8'-16' MIN. HT.
	SP	6	SABAL PALMETTO	CABBAGE PALM	12'-14' HT. CLEAR TRUNK
	PD	2	PHOENIX DACTYLIFERA	MEDJOOL DATE PALM	10'-12' HT. CLEAR TRUNK
	QV	27	QUERCUS VIRGINIANA	LIVE OAK	3.5" MIN. CAL., 65' GAL. 8'-16' MIN. HT.
	LIP	15	LIRIOS AMERICANA	FLORIDA ELM	3.5" MIN. CAL., 65 GAL. 8'-16' MIN. HT.
	MG	23	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3.5" MIN. CAL., 65 GAL. 10'-16' MIN. HT.
	SOD		ST. AUGUSTINE 'FLORATAM' SOLID SOD (NO PLUGS) ST. AUGUSTINE 'RAUNTAM' SOLID SOD (NO PLUGS)		

SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA AMENITY CENTER – LANDSCAPE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #72645 R.L.A. #0001553, STEVE BUSWELL P.E. #53685 R.L.A. #LA6667011 KEVIN A. TIE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. 1 DATE 6/15/2023 DESCRIPTION REVISED BY SLB REVISIONS
SHEET NO. 34	File No. BL-SP.dwg Drawn By: SLB Date: 3/1/2023 SCALE: 1" = 20'		



PROPOSED SIGN
48 S.F. COPY AREA
ENTRY SIGN TO BE SUBMITTED SEPARATELY

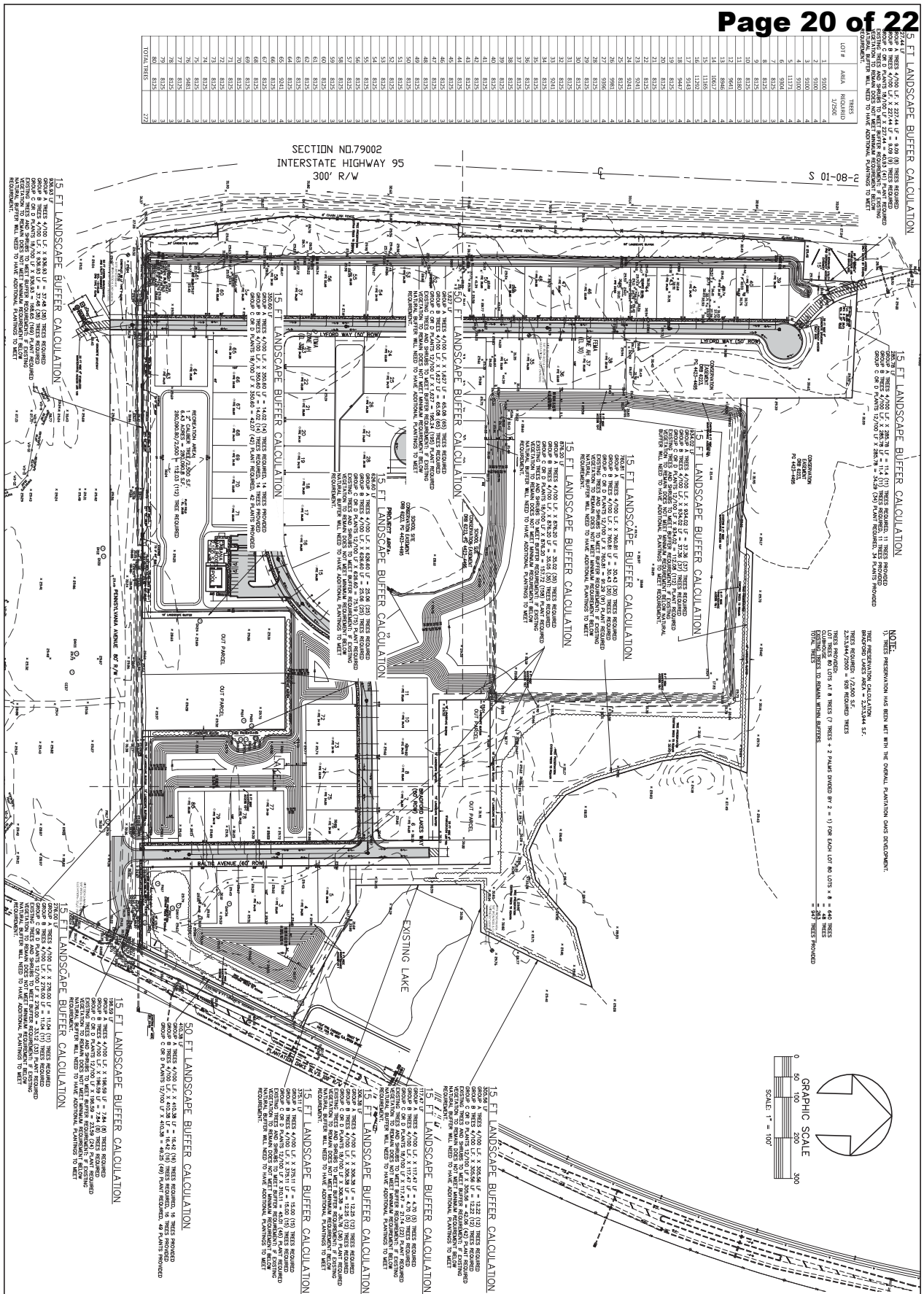
SEAL

SCALE: NONE
Date: 3/1/2023
Drawn By: SLB
File No. BL-det.dwg
SHEET NO. 38

BRADFORD LAKES
ORMOND BEACH • FLORIDA
SIGNAGE 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. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53965 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	6/15/2023	REVISED	SLB



LOT #	AREA	TREES REQUIRED 1/2500
1	9100	4
2	9100	4
3	9100	4
4	9100	4
5	11371	5
6	9304	4
7	8325	3
8	8325	3
9	8325	3
10	8325	3
11	8180	3
12	9641	4
13	8946	4
14	10067	4
15	11350	5
16	11350	5
17	9143	4
18	9447	4
19	8325	3
20	8325	3
21	8325	3
22	9241	4
23	9241	4
24	9241	4
25	8325	3
26	8325	3
27	9396	4
28	8325	3
29	8325	3
30	8325	3
31	8325	3
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33	9241	4
34	8325	3
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69	8325	3
70	8325	3
71	8325	3
72	8325	3
73	8325	3
74	8325	3
75	8325	3
76	9481	4
77	8325	3
78	8325	3
79	8325	3
80	8325	3
TOTAL TREES		272

BRADFORD LAKES

ORMOND BEACH * FLORIDA

LANDSCAPE DETAILS

SHEET NO. 39

File No. BL-SP.dwg

Drawn By: SLB

Date: 3/1/2023

SCALE: 1" = 100'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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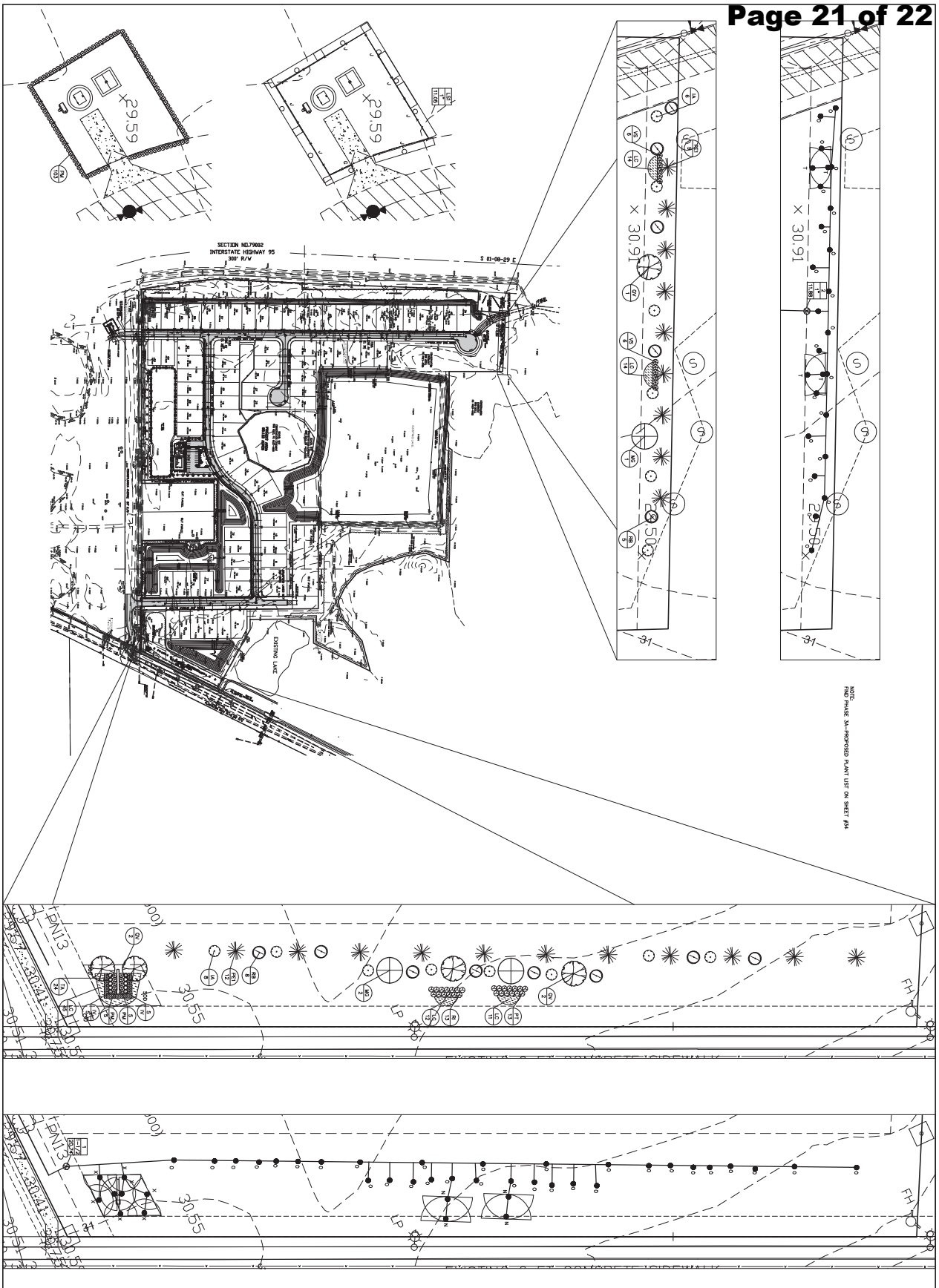
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. TIE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



SEAL	SCALE: 1" = 20'	BRADFORD LAKES	**PARKER MYNCHENBERG & ASSOCIATES, INC.**
	Date: 3/1/2023	ORMOND BEACH * FLORIDA	PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
	Drawn By: SLB	LANDSCAPE DETAILS	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
	File No. BL-SP.dwg		(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
	SHEET NO. 40		PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB

BOUNDARY DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATURAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 150 THROUGH 153, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 89°29'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1950.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 6223, PAGES 1534 THROUGH 1545, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 24°44'02" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1640.58 FEET TO THE NORTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, A 60.00 FOOT WIDE RIGHT OF WAY ACCORDING TO NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 150 THROUGH 153, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 65°15'58" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 410.36 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 150 THROUGH 153, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 02°07'18" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE NORTH 89°29'29" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 02°07'18" EAST, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET; THENCE NORTH 89°29'29" EAST, ALONG THE SOUTH LINE OF LOT 8 OF SAID NATIONAL GARDENS, A DISTANCE OF 936.83 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79002, SHEET 17; THENCE NORTH 11°40'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 728.50 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE THE FOLLOWING COURSES: NORTH 78°19'20" EAST, A DISTANCE OF 417.56 FEET; THENCE NORTH 11°40'00" WEST, A DISTANCE OF 611.00 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 241.19 FEET; THENCE SOUTH 88°51'31" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 417.56 FEET; THENCE NORTH 88°51'31" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 417.56 FEET; THENCE NORTH 88°51'31" WEST, A DISTANCE OF 931.06 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 417.56 FEET; THENCE NORTH 88°51'31" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 417.56 FEET; THENCE SOUTH 88°51'31" EAST, A DISTANCE OF 931.06 FEET; THENCE NORTH 01°08'29" EAST, A DISTANCE OF 417.56 FEET; THENCE SOUTH 88°51'31" EA

ATTACHMENT 3

Final Plat

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

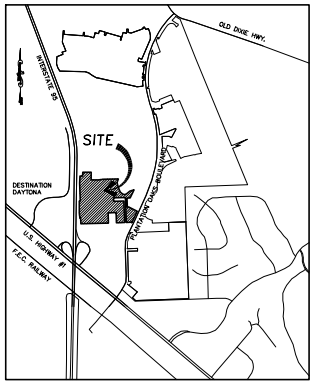
MAP BOOK:___ PAGE:___

BOUNDARY DESCRIPTION:

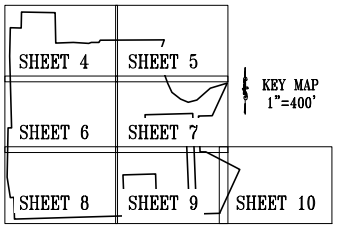
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"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°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.



VICINITY MAP
1"=2000'



INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 10.... DETAIL SHEETS

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____

WITNESS _____

BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

WITNESS _____

WITNESS _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____

STATE OF FLORIDA AT LARGE _____

TITLE / RANK: _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 10

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC., RECORDED IN O.R.B. _____, PAGES _____-_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

13. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021-03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898-2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. 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.

16. 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.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

18. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

19. TRACT B COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

20. TRACT C COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

21. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

22. THE TREE PRESERVATION EASEMENTS SHOWN HEREON ARE IN FAVOR OF THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION EASEMENT AREAS.

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON-TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON-RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
①	LOT NUMBER

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

BRADFORD LAKES RPUD LOT REQUIREMENTS:

Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c.Parks and recreational areas accessory to residential uses.

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 1,400 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

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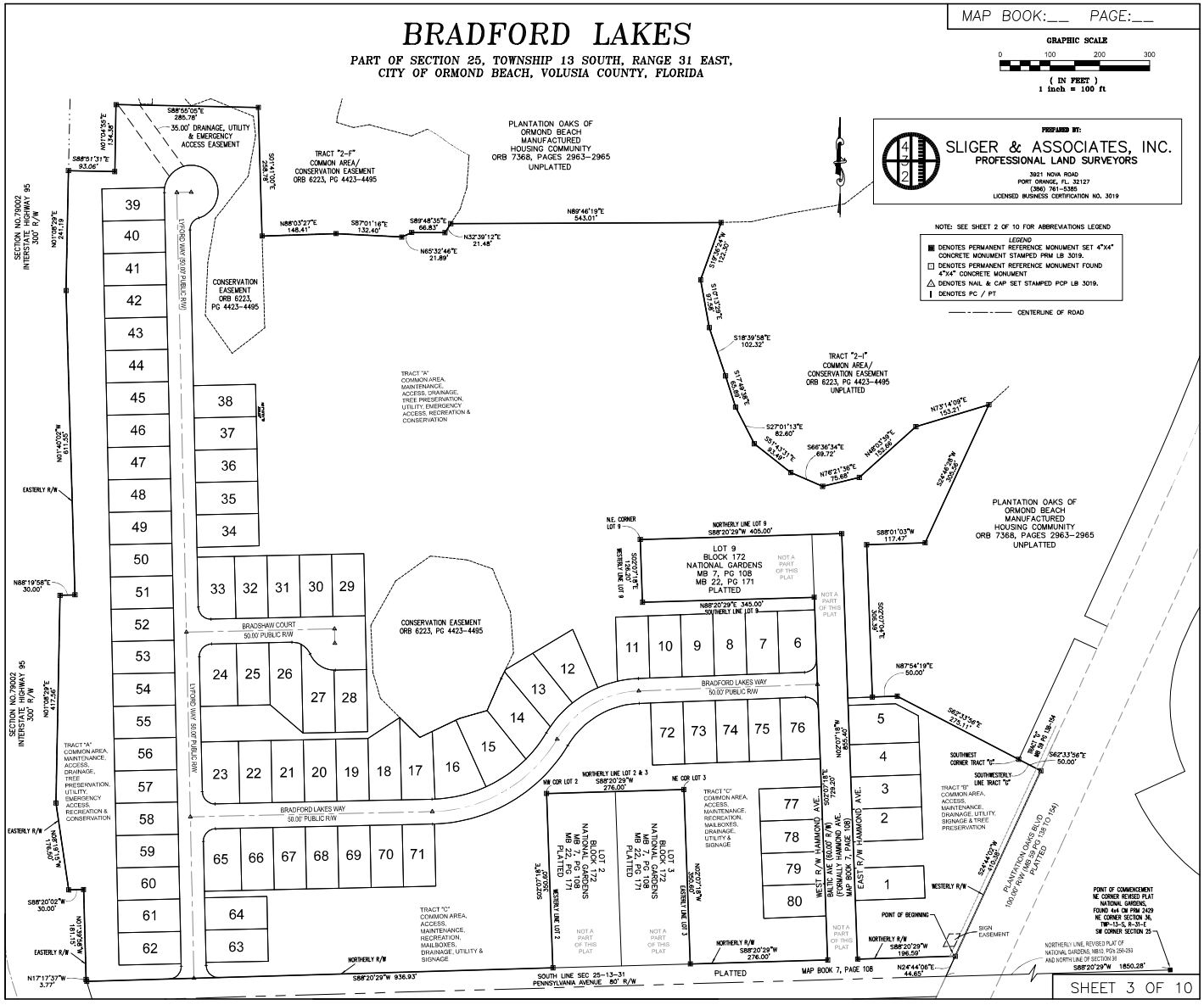
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
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NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
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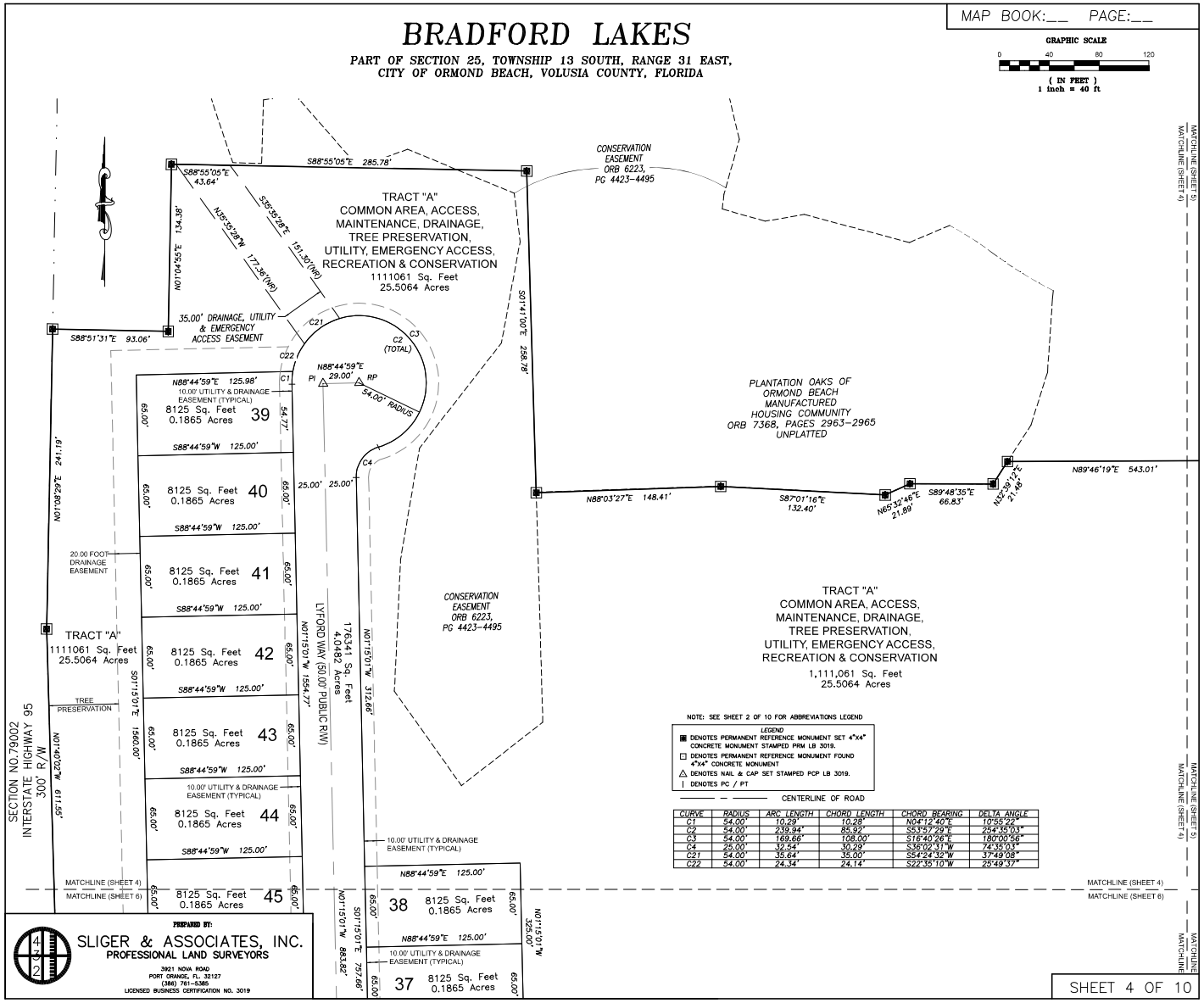
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
TRACT "2-F" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "2-I" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
35.00' DRAINAGE, UTILITY & EMERGENCY ACCESS EASEMENT
SECTION NO.79002 INTERSTATE HIGHWAY 95 300' R/W
LYNDHURST ROAD 80.00' PUBLIC R/W
BRADSHAW COURT 50.00' PUBLIC R/W
BRADFORD LAKES WAY 50.00' PUBLIC R/W
BALTIC AVE (80.00' R/W) (FORMALLY HAMMOND AVE. MAP BOOK 7, PAGE 108)
EAST R/W HAMMOND AVE.
WESTERLY R/W
EASTERLY R/W
NORTHERLY R/W
SOUTHERLY R/W
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 22, PG 171 PLATTED
NOT A PART OF THIS PLAT
TRACT "A" COMMON AREA, MAINTENANCE, ACCESS, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
TRACT "B" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
PLANTATION OAKS BLVD 100.00' R/W (AKA SR 1A) PER MAP BOOK 7, PAGE 108 PLATTED
POINT OF BEGINNING
POINT OF COMMENCEMENT NE CORNER REVISED PLAT NATIONAL GARDENS, FOUND 4x4 CM PRM 2429 NE CORNER SECTION 36, TWP-13-S, R-31-E SW CORNER SECTION 25
SIGN EASEMENT
SOUTH LINE SEC 25-13-31 PENNSYLVANIA AVENUE 80' R/W
MAP BOOK 7, PAGE 108
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PGS 250-253 AND NORTH LINE OF SECTION 36
SHEET 3 OF 10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PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY ACCESS,
RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
35.00' DRAINAGE, UTILITY & EMERGENCY ACCESS EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
20.00 FOOT DRAINAGE EASEMENT
TREE PRESERVATION
LYFORD WAY (50.00' PUBLIC R/W)
17634 Sq. Feet
4.0482 Acres
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
39 8125 Sq. Feet 0.1865 Acres
40 8125 Sq. Feet 0.1865 Acres
41 8125 Sq. Feet 0.1865 Acres
42 8125 Sq. Feet 0.1865 Acres
43 8125 Sq. Feet 0.1865 Acres
44 8125 Sq. Feet 0.1865 Acres
45 8125 Sq. Feet 0.1865 Acres
38 8125 Sq. Feet 0.1865 Acres
37 8125 Sq. Feet 0.1865 Acres
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 5)
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C1 54.00' 10.29' 10.28' N04°12'40"E 10°55'22"
C2 54.00' 239.94' 85.92' S53°57'29"E 254°35'03"
C3 54.00' 169.66' 108.00' S16°40'26"E 180°00'56"
C4 25.00' 32.54' 30.29' S36°02'31"W 74°35'03"
C21 54.00' 38.54' 38.00' S54°24'59"W 37°59'08"
C22 54.00' 24.34' 24.14' S22°35'10"W 25°49'37"
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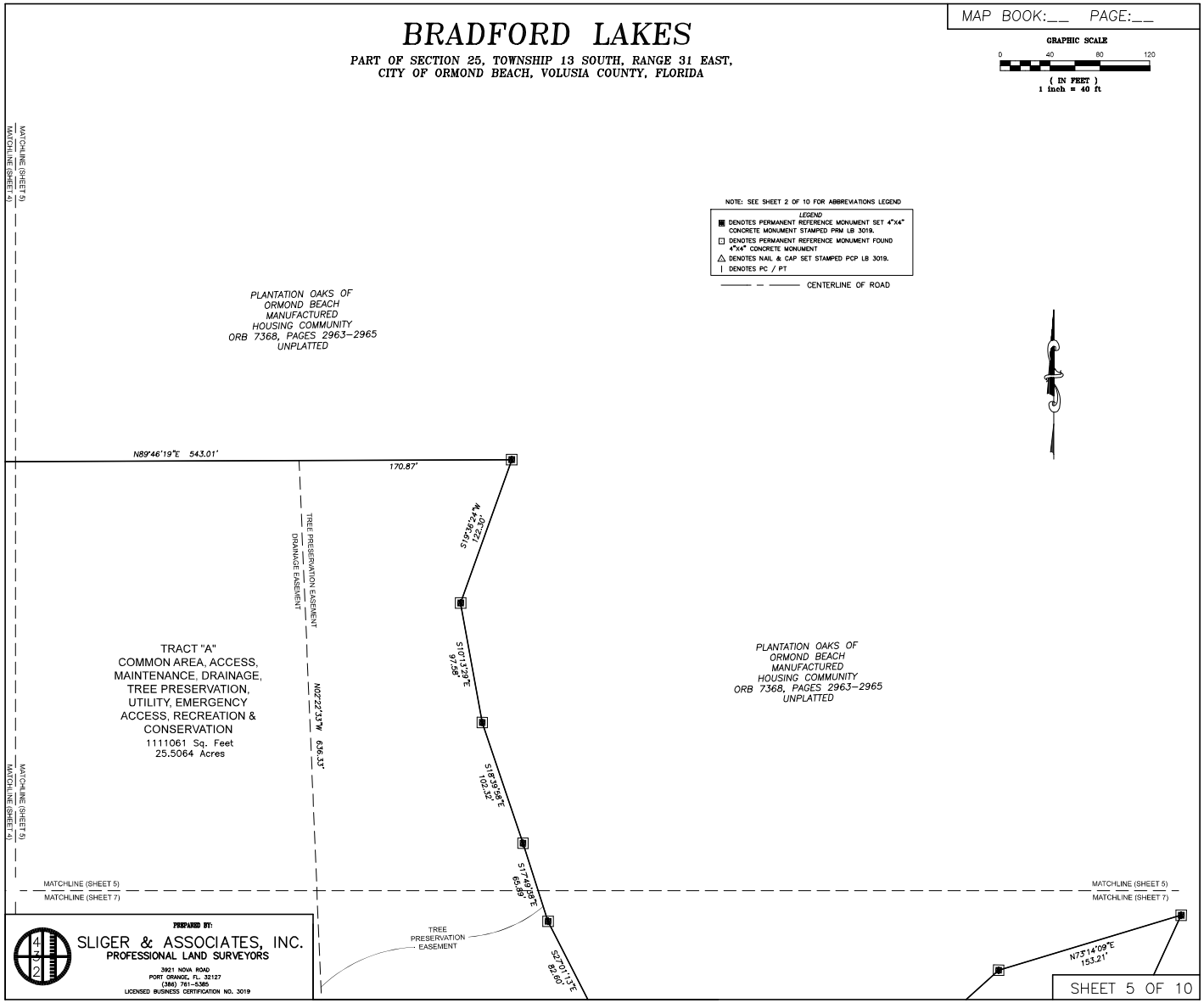
SHEET 4 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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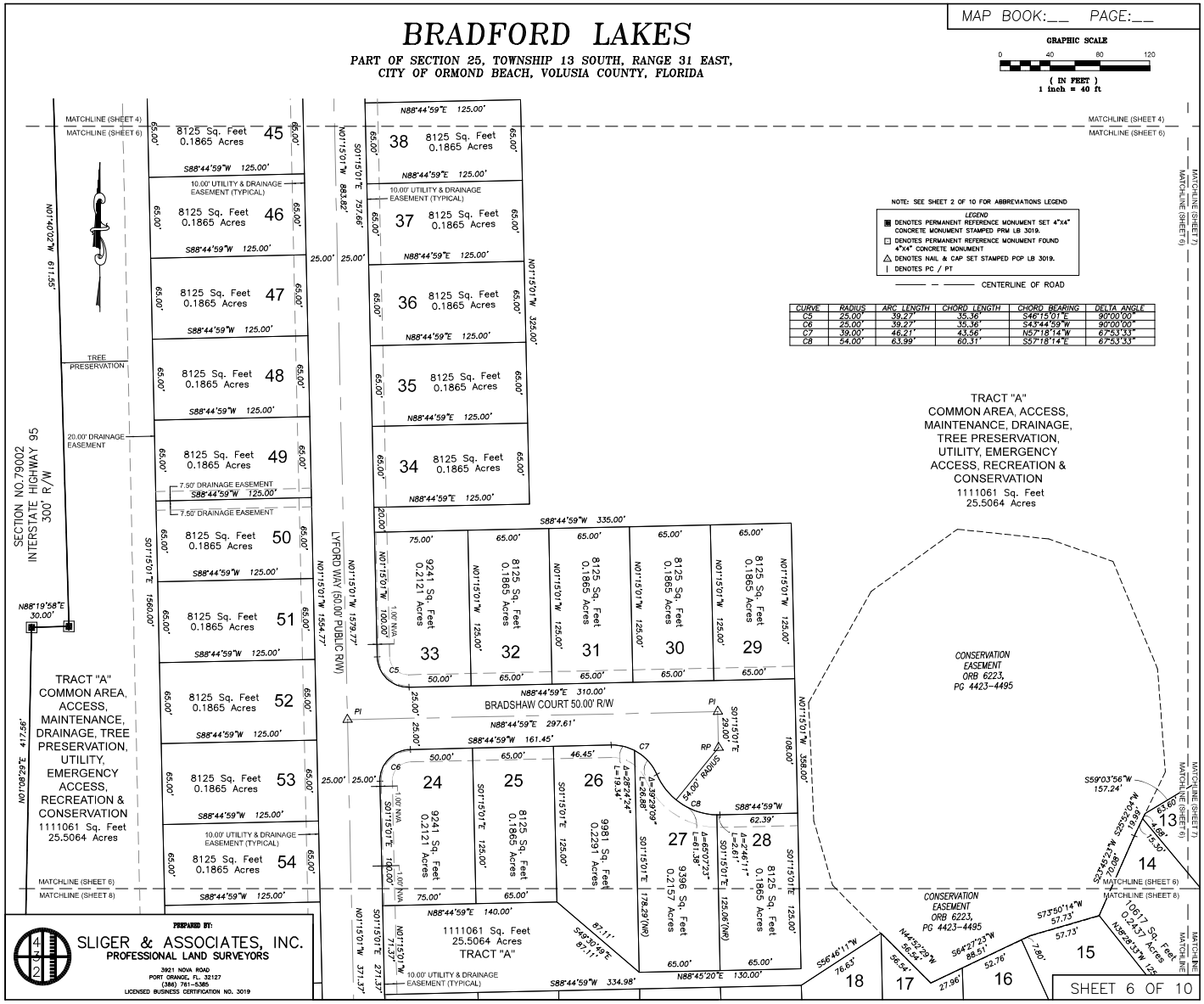
SHEET 5 OF 10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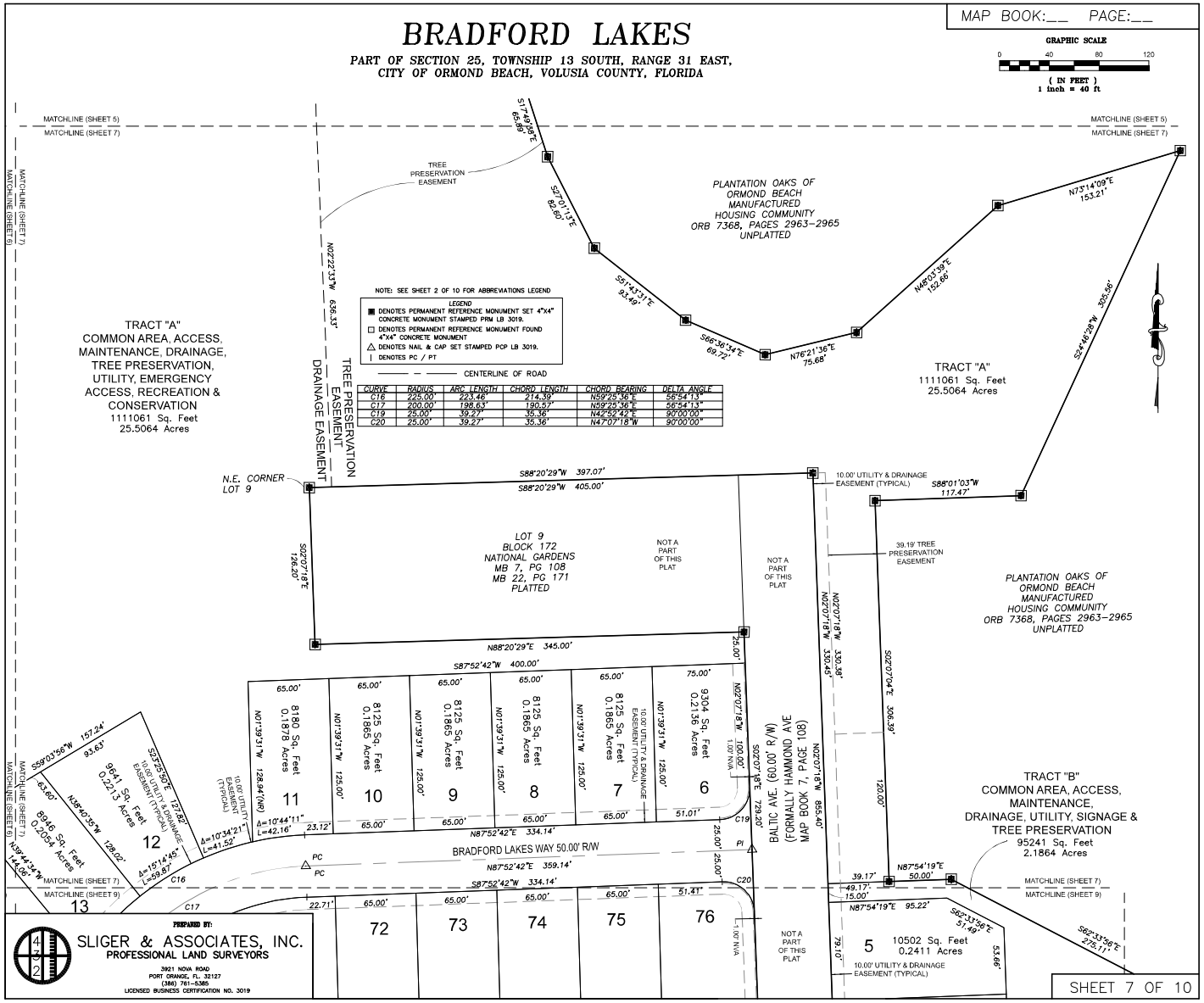
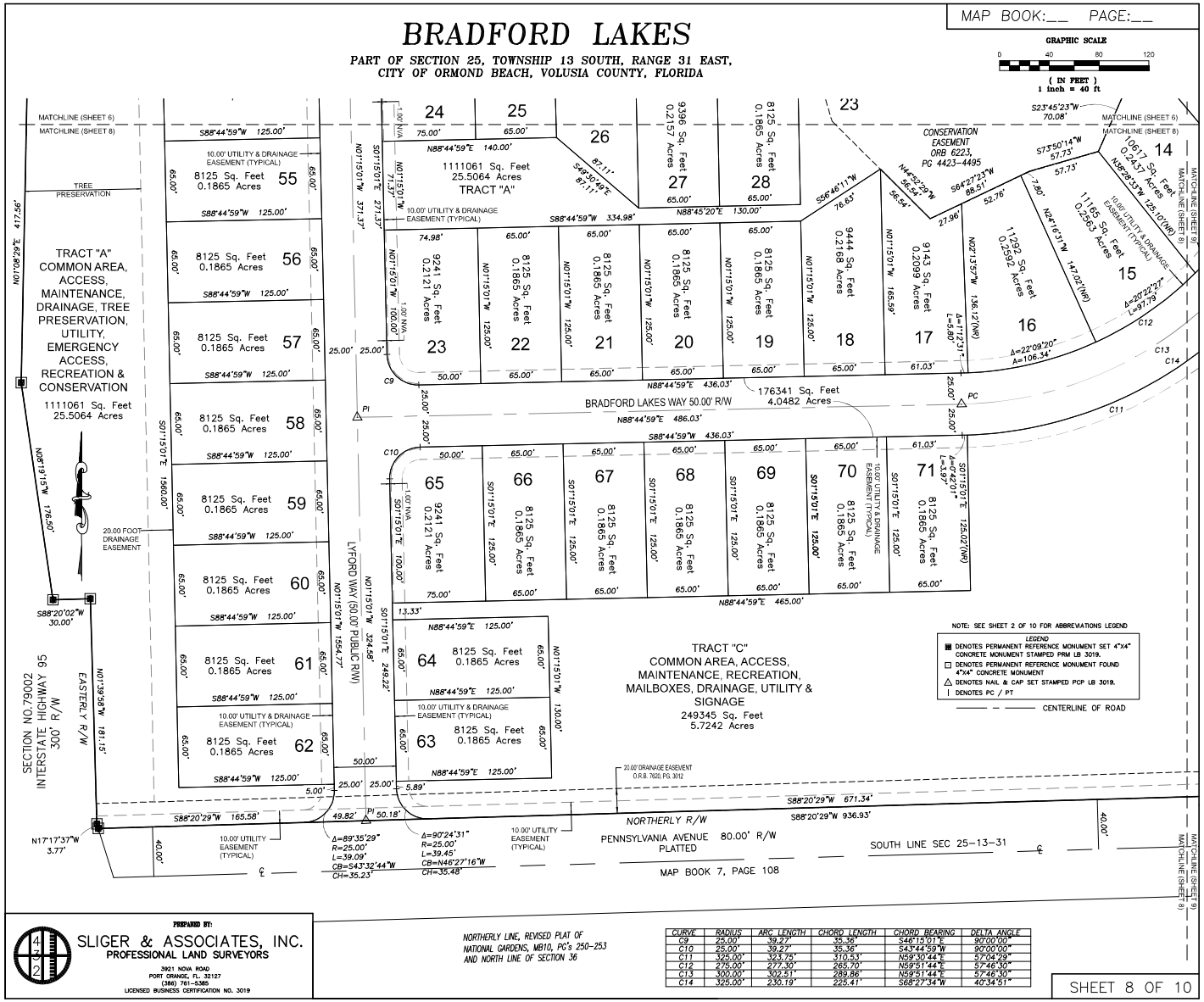
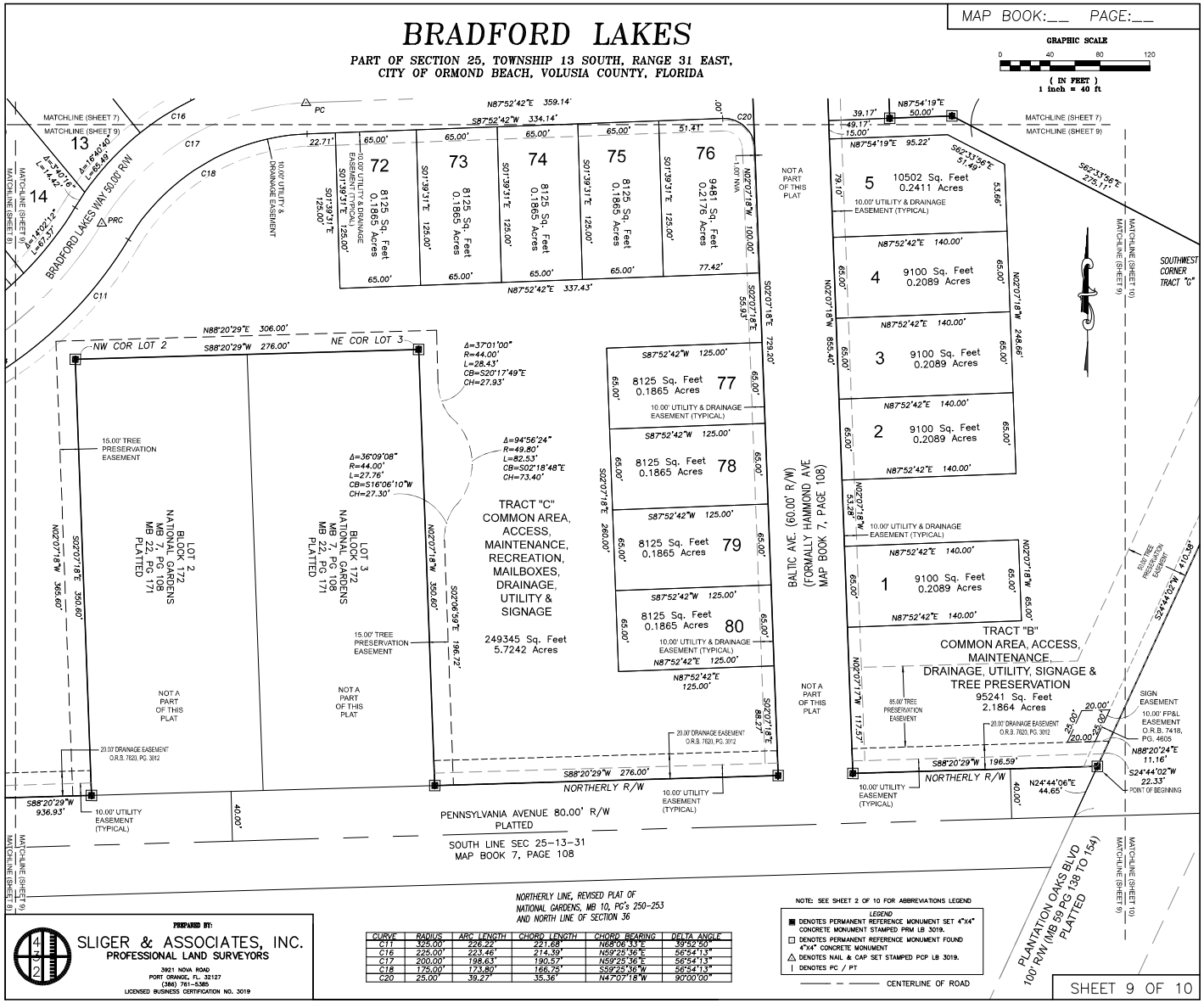
1 inch = 40 ft
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 8)
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
LYFORD WAY (50.00' PUBLIC R/W)
BRADSHAW COURT 50.00' R/W
TREE PRESERVATION
20.00' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
7.50' DRAINAGE EASEMENT
45 8125 Sq. Feet 0.1865 Acres
46 8125 Sq. Feet 0.1865 Acres
47 8125 Sq. Feet 0.1865 Acres
48 8125 Sq. Feet 0.1865 Acres
49 8125 Sq. Feet 0.1865 Acres
50 8125 Sq. Feet 0.1865 Acres
51 8125 Sq. Feet 0.1865 Acres
52 8125 Sq. Feet 0.1865 Acres
53 8125 Sq. Feet 0.1865 Acres
54 8125 Sq. Feet 0.1865 Acres
38 8125 Sq. Feet 0.1865 Acres
37 8125 Sq. Feet 0.1865 Acres
36 8125 Sq. Feet 0.1865 Acres
35 8125 Sq. Feet 0.1865 Acres
34 8125 Sq. Feet 0.1865 Acres
33 9241 Sq. Feet 0.2121 Acres
32 8125 Sq. Feet 0.1865 Acres
31 8125 Sq. Feet 0.1865 Acres
30 8125 Sq. Feet 0.1865 Acres
29 8125 Sq. Feet 0.1865 Acres
24 9241 Sq. Feet 0.2121 Acres
25 8125 Sq. Feet 0.1865 Acres
26 9981 Sq. Feet 0.2291 Acres
27 9396 Sq. Feet 0.2157 Acres
28 8125 Sq. Feet 0.1865 Acres
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C5 25.00' 39.27' 35.36' S46°15'01"E 90°00'00"
C6 25.00' 39.27' 35.36' S43°44'59"W 90°00'00"
C7 39.00' 46.21' 43.56' N57°18'14"W 67°53'33"
C8 54.00' 63.99' 60.31' S57°18'14"E 67°53'33"
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 6 OF 10


MAP BOOK:__ PAGE:__
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 9)
TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C16 225.00' 223.46' 214.39' N59°25'36"E 56°54'13"
C17 200.00' 198.63' 190.57' N59°25'36"E 56°54'13"
C19 25.00' 39.27' 35.36' N42°52'42"E 90°00'00"
C20 25.00' 39.27' 35.36' N47°07'18"W 90°00'00"
TRACT "A"
1111061 Sq. Feet
25.5064 Acres
N.E. CORNER LOT 9
LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART OF THIS PLAT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
39.19' TREE PRESERVATION EASEMENT
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
BALTIC AVE. (80.00' R/W) (FORMALLY HAMMOND AVE MAP BOOK 7, PAGE 108)
BRADFORD LAKES WAY 50.00' R/W
TRACT "B"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
95241 Sq. Feet
2.1864 Acres
8180 Sq. Feet 0.1878 Acres
8125 Sq. Feet 0.1865 Acres
9304 Sq. Feet 0.2136 Acres
9641 Sq. Feet 0.2213 Acres
8946 Sq. Feet 0.2054 Acres
10502 Sq. Feet 0.2411 Acres
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 7 OF 10


BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
1111061 Sq. Feet
25.5064 Acres
TRACT "A"
176341 Sq. Feet
4.0482 Acres
BRADFORD LAKES WAY 50.00' R/W
TRACT "C"
COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
249345 Sq. Feet
5.7242 Acres
LYFORD WAY (50.00' PUBLIC R/W)
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
EASTERLY R/W
NORTHERLY R/W
PENNSYLVANIA AVENUE 80.00' R/W
PLATTED
MAP BOOK 7, PAGE 108
SOUTH LINE SEC 25-13-31
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TREE PRESERVATION
20.00 FOOT DRAINAGE EASEMENT
20.00' DRAINAGE EASEMENT O.R.B. 7620, PG. 3012
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10.00' UTILITY EASEMENT (TYPICAL)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 8)
MATCHLINE (SHEET 9)
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C9 | 25.00' | 39.27' | 35.36' | S46°15'01"E | 90°00'00"
C10 | 25.00' | 39.27' | 35.36' | S43°44'59"W | 90°00'00"
C11 | 325.00' | 323.75' | 310.53' | N59°30'44"E | 57°04'29"
C12 | 275.00' | 277.30' | 265.70' | N59°51'44"E | 57°46'30"
C13 | 300.00' | 302.51' | 289.86' | N59°51'44"E | 57°46'30"
C14 | 325.00' | 230.19' | 225.41' | S68°27'34"W | 40°34'51"
SHEET 8 OF 10

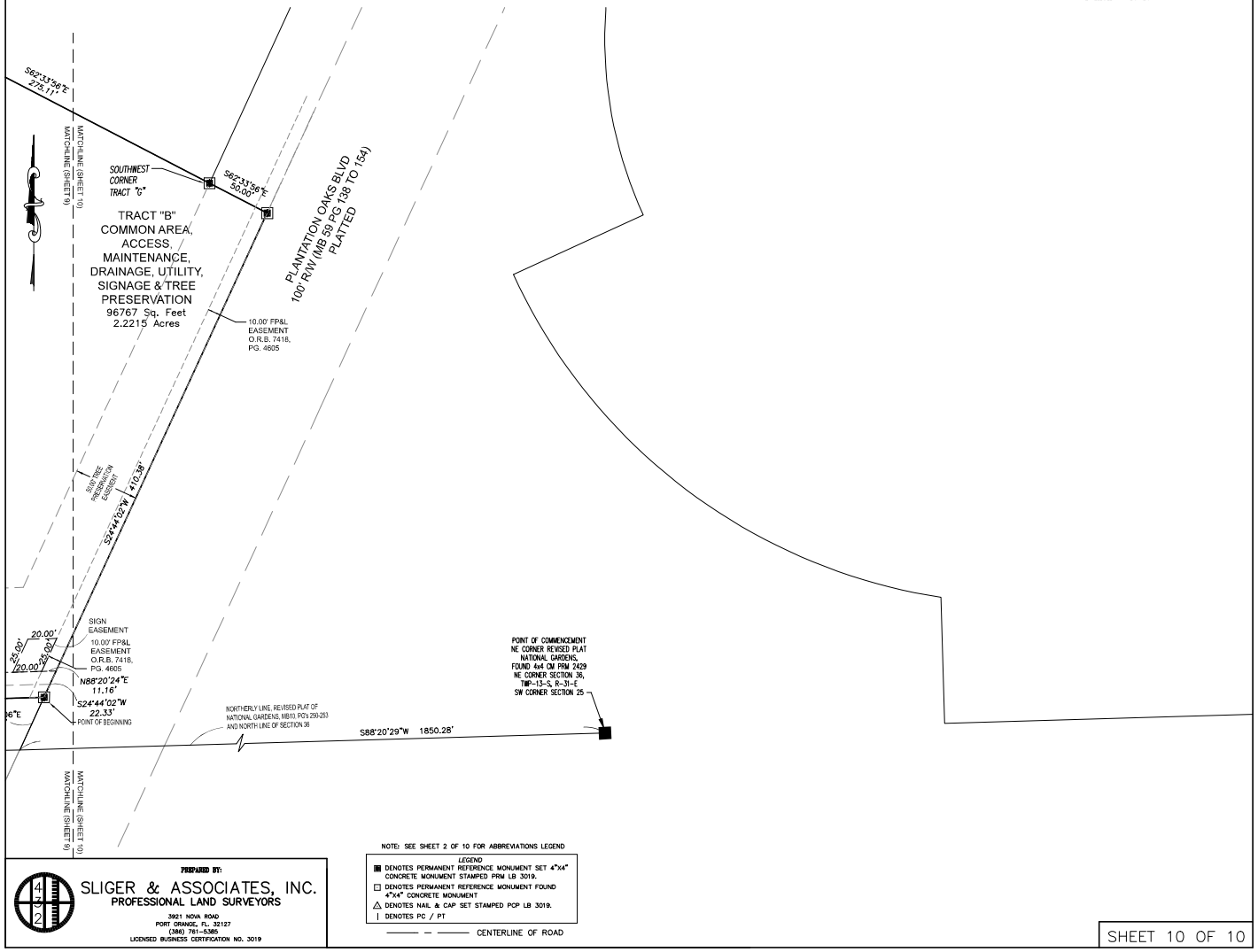

MAP BOOK:___ PAGE:___
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 9)
MATCHLINE (SHEET 8)
MATCHLINE (SHEET 10)
BRADFORD LAKES WAY 50.00' R/W
10.00' UTILITY & DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
72 8125 Sq. Feet 0.1865 Acres
73 8125 Sq. Feet 0.1865 Acres
74 8125 Sq. Feet 0.1865 Acres
75 8125 Sq. Feet 0.1865 Acres
76 9481 Sq. Feet 0.2176 Acres
77 8125 Sq. Feet 0.1865 Acres
78 8125 Sq. Feet 0.1865 Acres
79 8125 Sq. Feet 0.1865 Acres
80 8125 Sq. Feet 0.1865 Acres
1 9100 Sq. Feet 0.2089 Acres
2 9100 Sq. Feet 0.2089 Acres
3 9100 Sq. Feet 0.2089 Acres
4 9100 Sq. Feet 0.2089 Acres
5 10502 Sq. Feet 0.2411 Acres
NOT A PART OF THIS PLAT
NW COR LOT 2
NE COR LOT 3
SOUTHWEST CORNER TRACT "C"
15.00' TREE PRESERVATION EASEMENT
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
249345 Sq. Feet 5.7242 Acres
BALTIC AVE. (60.00' R/W) (FORMALLY HAMMOND AVE MAP BOOK 7, PAGE 108)
TRACT "B" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
95241 Sq. Feet 2.1864 Acres
85.00' TREE PRESERVATION EASEMENT
20.00' DRAINAGE EASEMENT O.R.B. 7620, PG. 3012
10.00' UTILITY EASEMENT (TYPICAL)
SIGN EASEMENT
10.00' FP&L EASEMENT O.R.B. 7418, PG. 4605
NORTHERLY R/W
PENNSYLVANIA AVENUE 80.00' R/W PLATTED
SOUTH LINE SEC 25-13-31 MAP BOOK 7, PAGE 108
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB 10, PG's 250-253 AND NORTH LINE OF SECTION 36
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154) PLATTED
N88°20'29"E 306.00'
S88°20'29"W 276.00'
N87°52'42"E 359.14'
S87°52'42"W 334.14'
N87°52'42"E 337.43'
N87°54'19"E 95.22'
N87°54'19"E 50.00'
S62°33'56"E 278.17'
S62°33'56"E 51.49'
S88°20'29"W 936.93'
S88°20'29"W 276.00'
S88°20'29"W 196.59'
N88°20'24"E 11.16'
S24°44'02"W 22.33'
POINT OF BEGINNING
N24°44'06"E 44.65'
S24°44'02"W 170.38'
Δ=37°01'00" R=44.00' L=28.43' CB=S20°17'49"E CH=27.93'
Δ=94°56'24" R=49.80' L=82.53' CB=S02°18'48"E CH=73.40'
Δ=36°09'08" R=44.00' L=27.76' CB=S16°06'10"W CH=27.30'
Δ=3°40'16" L=14.42'
Δ=16°40'40" L=65.49'
Δ=14°52'12" L=67.37'
C11
C16
C17
C18
C20
PC
PRC
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C11 325.00' 226.22' 221.68' N68°06'33"E 39°52'50"
C16 225.00' 223.46' 214.39' N59°28'36"E 56°54'13"
C17 200.00' 198.63' 190.57' N59°28'36"E 56°54'13"
C18 175.00' 173.80' 166.75' S59°25'36"W 56°54'13"
C20 25.00' 39.27' 35.36' N47°07'18"W 90°00'00"
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 9 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- ——— – ——— CENTERLINE OF ROAD

PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 10 OF 10

BOUNDARY DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"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°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY–95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S17°52'24"W, 97.58 FEET; THENCE S10°13'29"E, 102.32 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A TITLE COMMITMENT ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY; ORT NO.: 24054938, COMMITMENT DATE: AUGUST 10, 2023 AT 5:00 P.M.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

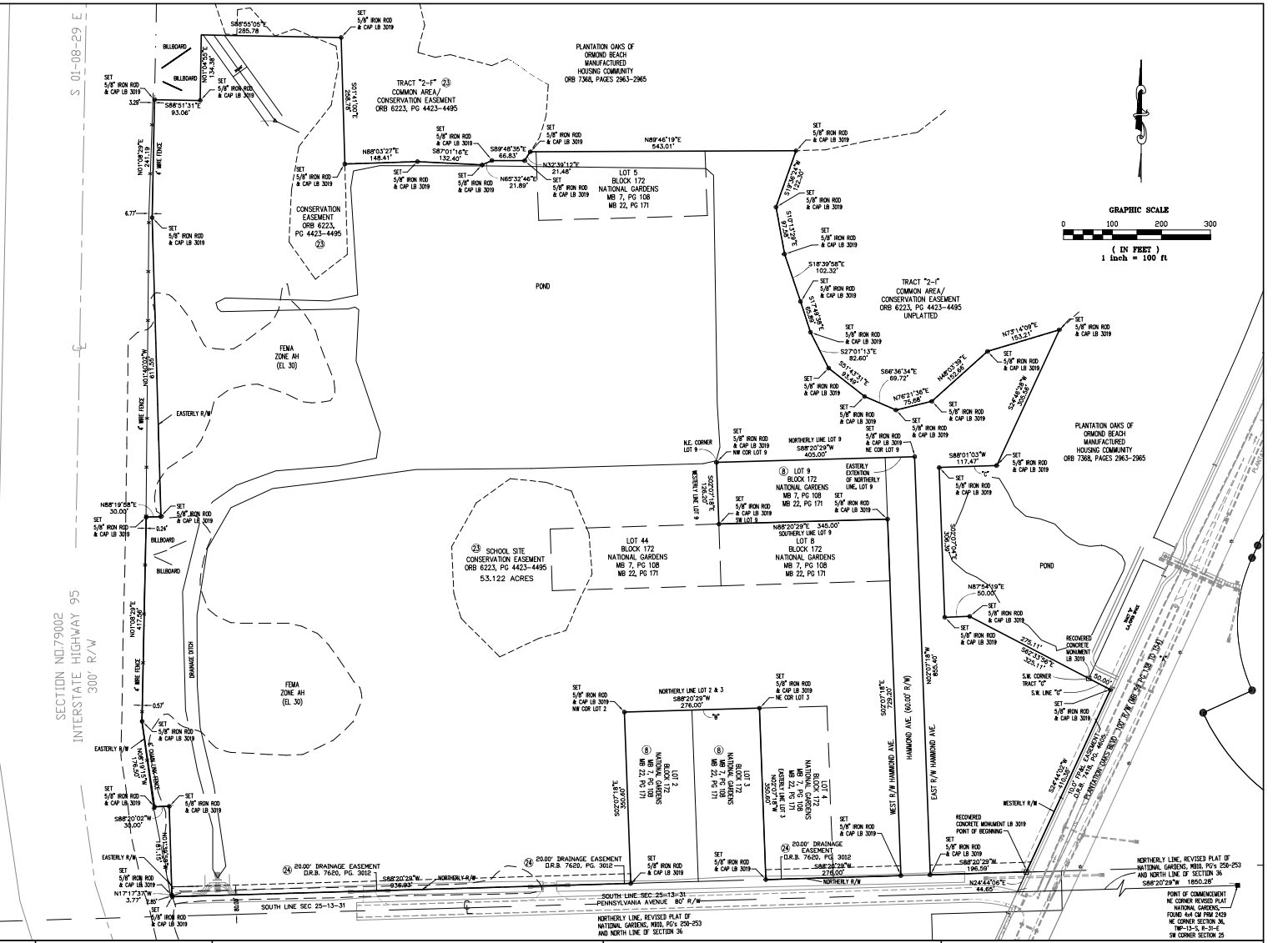
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 24, WITH THE BEARING ON THE SOUTH LINE BEING S89°20'29"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL, 12127C0184K, 12127C0203K MAP REVISED SEPTEMBER 29, 2017 AND 12127C0182J MAP REVISED FEBRUARY 19, 2014, APPROXIMATE SCALE 1"=500 FEET.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.



LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	S	SSMH SANITARY SEWER MANHOLE
○	IRON PIPE	RUV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	D	SDMH STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	G	GTMH GREASE TRAP MANHOLE
⊙	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	E	EMH ELECTRIC MANHOLE
⌂	FD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	U	UMH UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER	SIGN		CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
⁂	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
⊛	SITE BENCHMARK	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	▲	WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR	000.00	EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	UV	UTILITY VALVE	0.00-X	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPAL CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE	OK24B	MULTIPLE TRUNKS
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE	TREE SYMBOL	
CB	CHINABERRY TREE	HY	HOLLY		

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LICENSED BUSINESS CERTIFICATION NUMBER 3019
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BRADFORD LAKES ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0446

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' FIELD BOOK: 1481 PAGE(S): 51-54 SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	–	–	–	–	–
BOUNDARY SURVEY :	02-03-2022	21-1928	JP	TJ	JB
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION LOCATION :	–	–	–	–	–
FINAL IMPROVEMENTS :	–	–	–	–	–
RECERTIFICATION :	–	–	–	–	–

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	02-03-2022	24-0446
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

BOUNDARY SURVEY

SHEET 1 OF 2

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert Digitally signed by Joseph E Zapert Date: 2024.09.27 12:27:16 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

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 HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOTE: 2022 REAL PROPERTY TAXES ARE PAID UNDER TAX I.D. NO'S.:
3136-01-09-0001 IN THE GROSS AMOUNT OF $21.28
3136-01-01-001A (PAID UNDER PARENT PARCEL TAX I.D. 3136-01-01-0022) IN THE GROSS AMOUNT OF $554.37
3136-01-01-0021 IN THE GROSS AMOUNT OF $1321.85
3136-01-21-0050 IN THE GROSS AMOUNT OF $653.43
3136-01-07-0010 IN THE GROSS AMOUNT OF $554.86
3136-01-08-0010 IN THE GROSS AMOUNT OF $11.52
3125-01-69-0010 IN THE GROSS AMOUNT OF $5283.12
3125-02-74-0021 (PAID UNDER PARENT PARCEL TAX I.D. 3125-02-74-0018) IN THE GROSS AMOUNT OF $49.58
3125-01-72-0040 IN THE GROSS AMOUNT OF $270.36
3125-01-72-0080 IN THE GROSS AMOUNT OF $109.87
3125-01-72-0380 IN THE GROSS AMOUNT OF $82.28
3125-01-72-0440 IN THE GROSS AMOUNT OF $110.64

3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. STANDARD EXCEPTION.

6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. STANDARD EXCEPTION.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 7, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

9. RESERVATIONS AS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN DEED BOOK 315, PAGE 525. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11.

10. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7476, PAGE 43. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

11. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7498, PAGE 1048. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

12. SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 8293, PAGE 860. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

13. PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RIGHTS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED DEED BOOK 88, NO.'S 1680, 1710, AND 1922, AS RECORDED IN OFFICIAL RECORDS BOOK 4992, PAGE 404. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11.

14. THIS ITEM INTENTIONALLY DELETED.
15. THIS ITEM INTENTIONALLY DELETED.
16. THIS ITEM INTENTIONALLY DELETED.

17. ADMINISTRATIVE ORDER FOR LOT SPLIT RECORDED IN OFFICIAL RECORDS BOOK 8395, PAGE 2906. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

SCHEDULE B, PART II EXCEPTIONS CONTINUED:

18. P.U.D. DEVELOPMENT AGREEMENT AND RESOLUTION 2002-199 RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 6674, PAGE 2025, AND MINOR AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 7201, PAGE 1720, OFFICIAL RECORDS BOOK 7285, PAGE 4169, OFFICIAL RECORDS BOOK 7291, PAGE 1945, OFFICIAL RECORDS BOOK 7610, PAGE 240, OFFICIAL RECORDS BOOK 7644, PAGE 2820, AND RESIDENTIAL DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 7985, PAGE 4080 MINOR MODIFICATION RECORDED IN OFFICIAL RECORDS BOOK 8113, PAGE 4003, AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 8268, PAGE 2898. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

19. RESOLUTION NO. 2005-15 RECORDED IN OFFICIAL RECORDS BOOK 5498, PAGE 1745. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

20. NOTICE OF ADOPTION OF A DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 6683, PAGE 509. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

21. THIS ITEM INTENTIONALLY DELETED.

22. ORDINANCE NO. 2019-30 RECORDED IN OFFICIAL RECORDS BOOK 7760, PAGE 3724. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

23. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6223, PAGE 4423. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, AS SHOWN.

24. PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENT IN FAVOR OF COUNTY OF VOLUSIA RECORDED IN OFFICIAL RECORDS BOOK 7620, PAGE 3012. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, AS SHOWN.

NOTE: EXCEPTION 1 ABOVE SHALL BE DEEMED DELETED AS OF THE TIME THE SETTLEMENT FUNDS OR PROCEEDS OF THE LOAN TO BE SECURED BY THE INSURED MORTGAGE, AS APPLICABLE, ARE DISBURSED BY THE COMPANY OR ITS AUTHORIZED AGENT. NEITHER THE COMPANY NOR ITS AGENT SHALL, HOWEVER, BE UNDER ANY DUTY TO DISBURSE ANY SUM EXCEPT UPON A DETERMINATION THAT NO SUCH ADVERSE INTERVENING MATTERS HAVE APPEARED OF RECORD OR OCCURRED.

NOTES ON STANDARD EXCEPTIONS:

ITEM 3A WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN ACCURATE SURVEY OF THE LAND ACCEPTABLE TO THE COMPANY. EXCEPTION WILL BE MADE FOR ANY ENCROACHMENT, SETBACK LINE VIOLATION, OVERLAP, BOUNDARY LINE DISPUTE OR OTHER ADVERSE MATTER DISCLOSED BY THE SURVEY.

ITEMS 3B, 3C, AND 3D WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN AFFIDAVIT ACCEPTABLE TO THE COMPANY, AFFIRMING THAT, EXCEPT AS DISCLOSED THEREIN (I) NO PARTIES IN POSSESSION OF THE LAND EXIST OTHER THAN THE RECORD OWNER(S); (II) NO IMPROVEMENTS HAVE BEEN MADE TO THE LAND WITHIN 90 DAYS PRIOR TO CLOSING WHICH HAVE NOT HAVE BEEN PAID FOR IN FULL; AND (III) NO UNPAID TAXES OR ASSESSMENTS ARE AGAINST THE LAND WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. EXCEPTION WILL BE MADE FOR MATTERS DISCLOSED IN THE AFFIDAVIT.

NOTE: ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

NOTE: IN ACCORDANCE WITH FLORIDA STATUTES SECTION 627.4131, PLEASE BE ADVISED THAT THE INSURED HEREUNDER MAY PRESENT INQUIRIES, OBTAIN INFORMATION ABOUT COVERAGE, OR RECEIVE ASSISTANCE IN RESOLVING COMPLAINTS, BY CONTACTING FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2400 MAITLAND CENTER PARKWAY, MAITLAND, FL 32751; TELEPHONE 866-632-6200.

LEGEND

●	IRON ROD WITH CAP	⊗ GV	GAS VALVE	⊠ FOCB	FIBER OPTIC CABLE BOX	S SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	⊗ RUV	REUSE VALVE	⊠ FOCV	FIBER OPTIC CABLE VAULT	D SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	⊗ SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	G GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	⊗ HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	E EMH	ELECTRIC MANHOLE
⌂	FD "X"/CUT IN CONCRETE	⊠ WM	WATER METER	TPM	TELEPHONE CABLE MARKER	U UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	⊠ GM	GAS METER	SIGN		CO	CLEAN OUT
■	DENOTES PC / PT	☎ TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
⁂	PERMANENT CONTROL POINT	✉ MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
⌀	SITE BENCHMARK	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	▲	WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR	00.00	EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	EV	UTILITY VALVE	0.00	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
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CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
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ID	IDENTIFICATION	(NR)	NON-RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPRL OR	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

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ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE	OK24	
SG	SWEET GUM TREE	PN	PINE TREE		MULTIPLE TRUNKS
HK	HICKORY TREE	PM	PALM TREE	TREE SYMBOL	
CB	CHINABERRY TREE	HY	HOLLY		

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BRADFORD LAKES
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FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0446

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' | FIELD BOOK: 1481 | PAGE(S): 51-54 | SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :		–	–	–	–
BOUNDARY SURVEY :	02-03-2022	–	21-1928	– JP	– TJ	– JB
TOPOGRAPHIC SURVEY :		–	–	–	–
FOUNDATION LOCATION :		–	–	–	–
FINAL IMPROVEMENTS :		–	–	–	–
RECERTIFICATION :		–	–	–	–

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

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TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	02-03-2022	24-0446
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BOUNDARY SURVEY

SHEET 2 OF 2

ATTACHMENT 4

Subdivision construction plans

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (P22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
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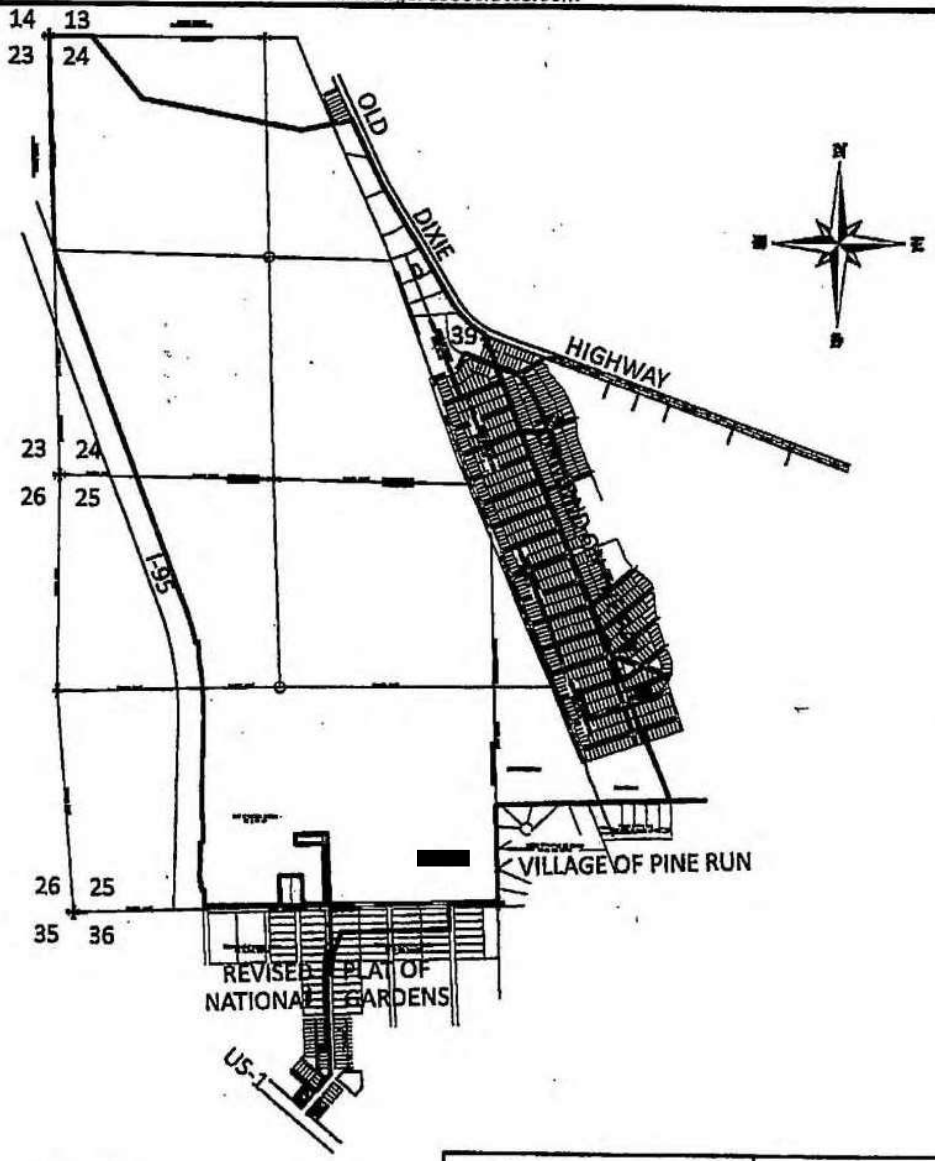

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

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(386) 761-5385

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 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 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 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 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SLIGER & ASSOCIATES, INC.
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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"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, 659.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 167; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

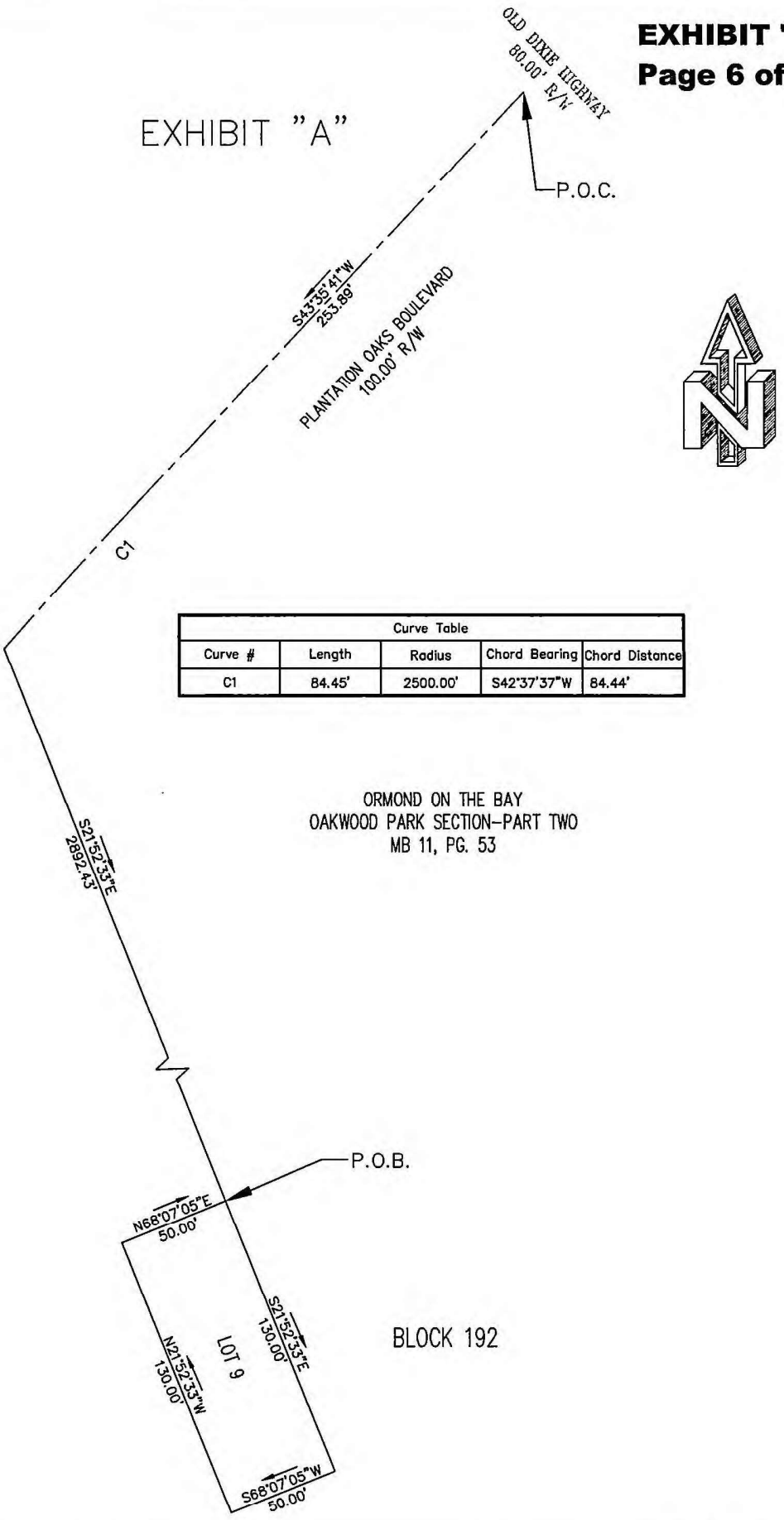
SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
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'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CH

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.

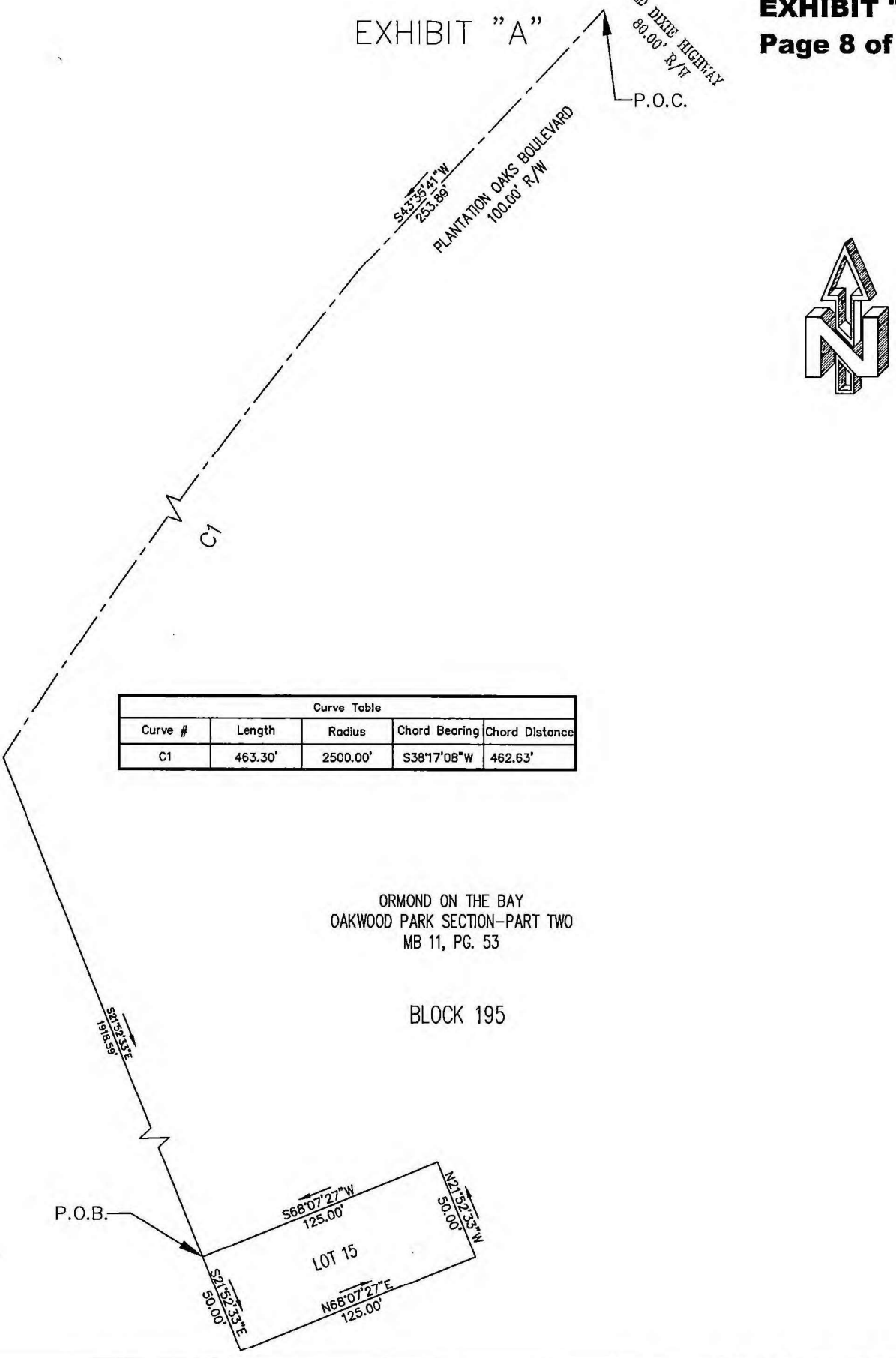
SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

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"
Page 8 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

City of Ormond Beach
Engineering Division

DATE: 2/27/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 2 OF 2	DRAWN BY: CC

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.

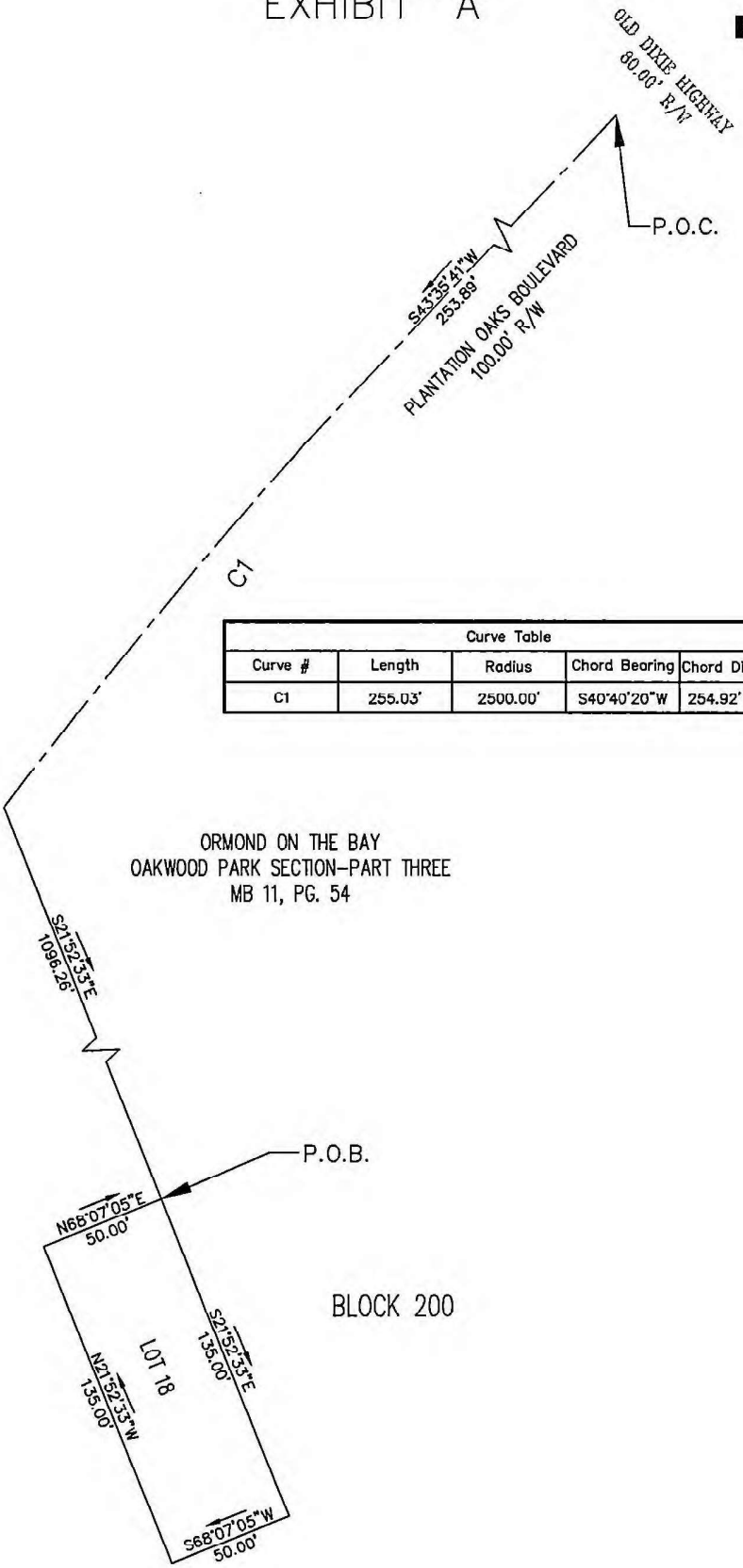
SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

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: CS

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'

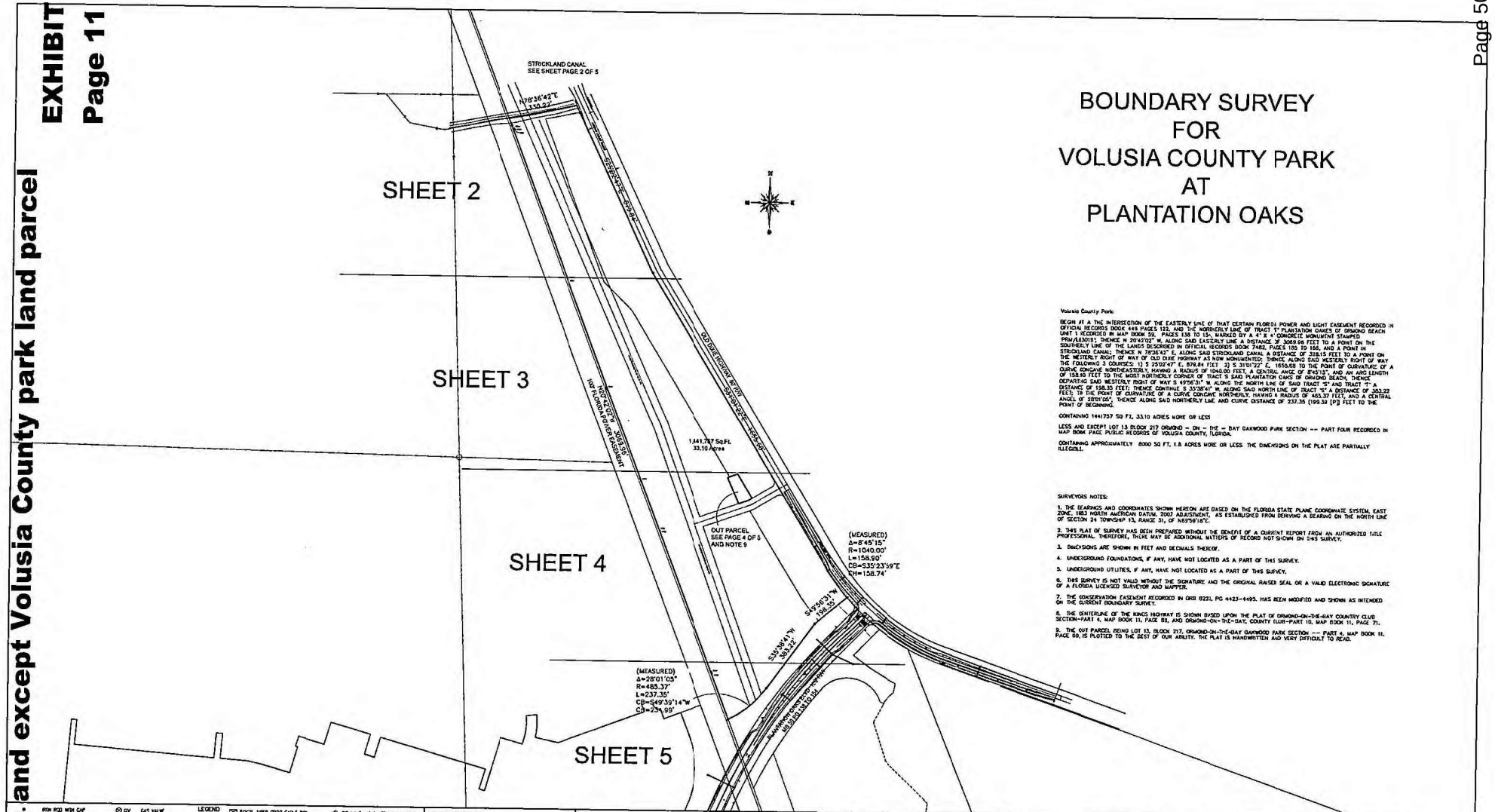
City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CC

Instrument #2022140339 #15 Book:8268 Page:2912

EXHIBIT "A"
Page 11 of 15

Less and except Volusia County park land parcel

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT 'F' PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 136 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3013"; THENCE N 20°43'02" W, ALONG SAID EASERLY LINE A DISTANCE OF 3089.06 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°02'47" E, 829.84 FEET; 2) S 31°01'22" E, 1655.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT 'S' AND TRACT 'T' A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT 'T' A DISTANCE OF 353.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 485.37 FEET AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N83°59'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6221, PG 4423-4495. HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 89, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 89, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV RELIEF VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	GTMH GREASE TRAP MANHOLE
IRON PIPE	MHE HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM GAS METER	SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MANHOLE
CONCRETE PC / PT	MB MAIL BOX	YL YARD LIGHT	RBOV REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	WETLANDS LOCATION
SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ED ELECTRIC SERVICE BOX	EXISTING ELEVATION

ABBREVIATIONS

W/ WITH	BLDG BUILDING	GLM GAS LINE MARKER	LP LIGHT POLE	-FO- BURIED FIBER OPTIC CABLE
IRC IRON ROD & CAP	MB MAP BOOK	Δ CENTRAL ANGLE	PWP POWER POLE	-T- BURIED TELEPHONE CABLE
IR IRON ROD (NO CAP)	PG PAGE	R RADIUS	PVC POLYVINYL CHLORIDE	GA GUY ANCHOR	-W- BURIED WATER LINE
IP IRON PIPE (W/ CAP)	OFFICIAL RECORDS BOOK	L ARC LENGTH	CONC CONCRETE	TSB TRAFFIC SIGNAL BOX	-E- BURIED ELECTRIC LINE
ID IRON PIPE (NO CAP)	PLATTED (MEASURED)	CB CHORD BEARING	REB REBARS	R/W RIGHT OF WAY	-G- BURIED GAS LINE
NAD NAIL & DISK	MEAS MEASURED (MEASURED)	CH CHORD DISTANCE	CO CLEANOUT	ESMT EASEMENT	-TV- BURIED TELEVISION LINE
FND FOUND	CALCULATED (CALCULATED)	SAN SANITARY	ES ELECTRIC SERVICE	TOB TOP OF BANK	-OH- BURIED OVERHEAD
MW MONITORING WELL	MH MANHOLE	CV CHECK VALVE	TOE TOE OF SLOPE	-OH- AERIAL UTILITY LINE
ID IDENTIFICATION	RADIAL (P) RADIAL	IV IRRIGATION VALVE	CLR CENTERLINE OF SWALE	-SW- STORM WATER LINE
(TYP) TYPICAL	NON RADIAL (NR) NON RADIAL	WV WATER VALVE	A/C AIR CONDITIONER	FPL (S FLORIDA POWER & LIGHT COMPANY
STA STATION	REINFORCED CONCRETE PIPE	RV RELIEF VALVE	FNC FENCE	NGVD NATIONAL GEODETIC VERTICAL DATUM
EL. ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	CONC CONC OF WATER	NAVD NORTH AMERICAN VERTICAL DATUM
TWP TOWNSHIP	BVP BASKET	CMP CORRUGATED PLASTIC PIPE	TH TIME HYDRANT	UE UTILITY EASEMENT	FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
RGE RANGE	PC CENTERLINE	VCP VITRIFIED CLAY PIPE	TC TOP CONCR	A.E. ACCESS EASEMENT	MHD MITER DUCTILE CHAIR & DEVICE NUMBER

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP CAMPHOR TREE	SG SUGARBERRY TREE	TREE TYPE / TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT / MULTIPLE TRUNKS / TREE SYMBOL (OK24)
MP MAPLE TREE	CD CEDAR TREE	
SYC SYCAMORE TREE	EM ELM TREE	
OK OAK TREE	CIT CITRUS TREE	
SG SWEET GUM TREE	PN PINE TREE	
HK HICKORY TREE	PM PALM TREE	
CB CHINABERRY TREE	HY HOLLY	

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FIELD#10753.TXT
FIELD BOOK: 1470
PHOTO: 12, 17, 19, 23
SHEET 5 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF		DRAWN BY		CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–	–	–
BOUNDARY SURVEY	: 05-25-2021	– 21-0753	–	–	–	TJ	– JD
TOPOGRAPHIC SURVEY	:	–	–	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–	–	–
RECERTIFICATION	:	–	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2621 MOYA ROAD
PORT ORANGE, FL 32127
(386) 761-5360
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY WEBSITE AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

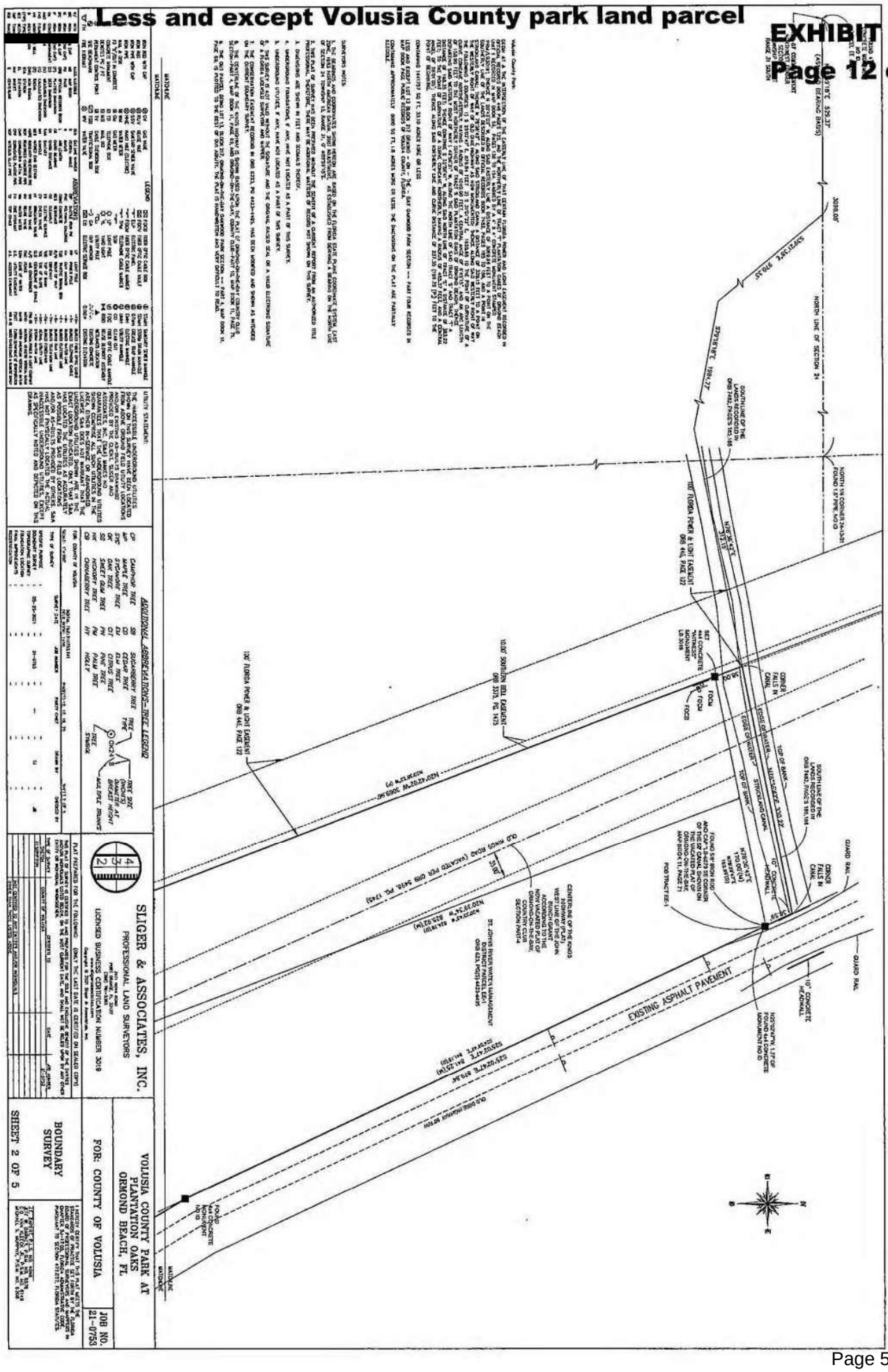
BOUNDARY SURVEY

SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

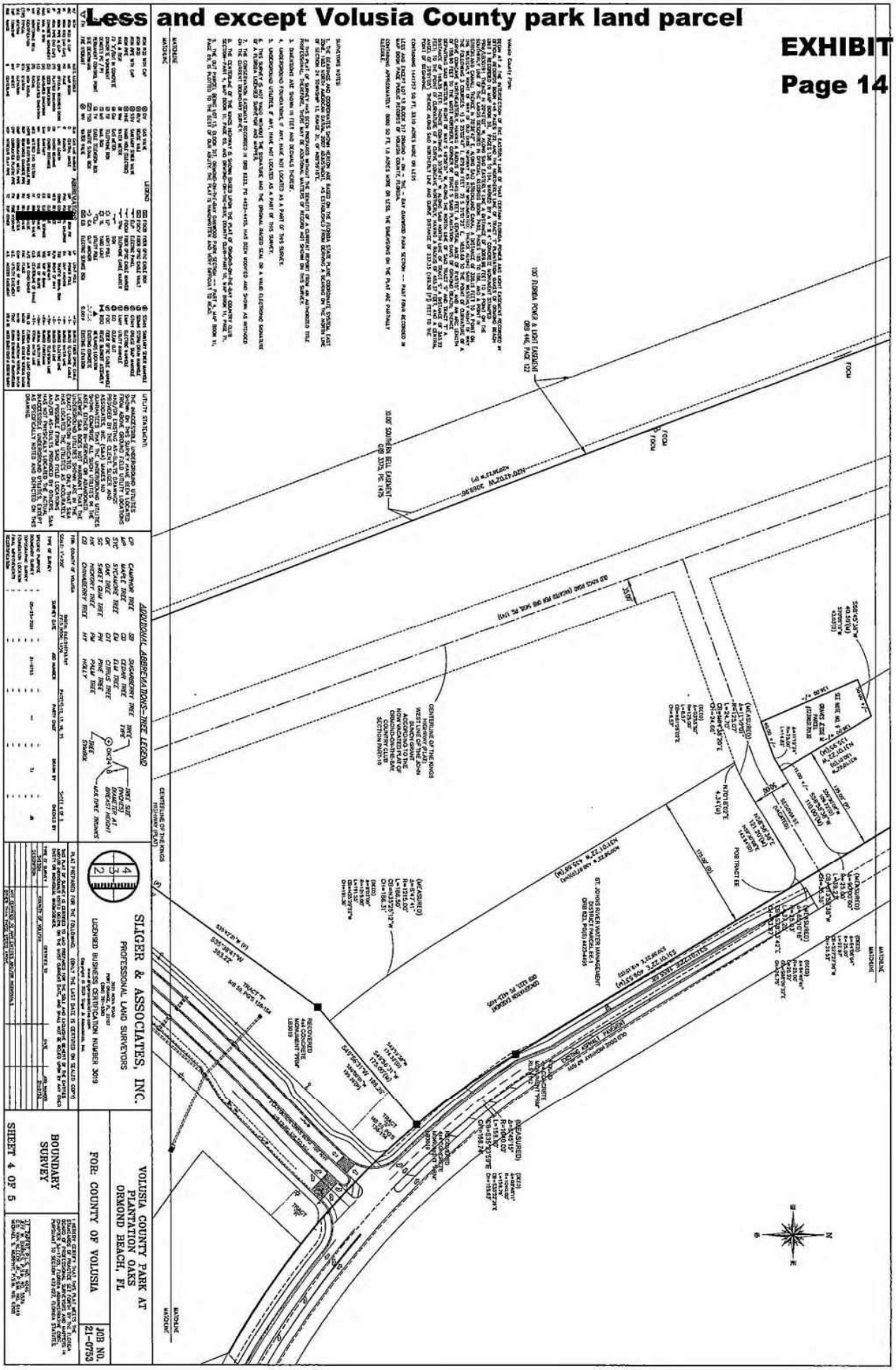
JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W. BARNES, P.L.S. NO. 4042
JEFF W. BARNES, P.S.M. NO. 5526
C.G. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208


Less and except Volusia County park land parcel
EXHIBIT "A"
Page 12 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO.
21-0753
BOUNDARY
SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
OLD DIXIE HIGHWAY 60'R/W
NORTH LINE OF SECTION 24
SOUTH LINE OF THE
NORTH 1/4 CORNER
FOUND 1.5" PIPE, NO ID
QUARD RAIL
10' CONCRETE
HEADWALL
EDGE OF WATER
TOP OF BANK
STRICKLAND CANAL
10' FLORIDA POWER & LIGHT EASEMENT
ORB 445, PAGE 122
10.00' SOUTHERN BELL EASEMENT
ORB 3373, PG. 1473
OLD MOSS ROAD (VACATED PER ORB 5488, PG. 1240)
CENTERLINE OF THE PONDS
HIGHWAY PLAT)
WEST LINE OF THE JOHN
ACCORDING TO THE
VACATED PLAT OF
ORMOND BEACH
COUNTRY CLUB
SECTION PART-4
ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT PARCEL 1-E-X
ORB 6231, PAGES 4425-4435
FOUND 5/8" IRON ROD
AND CAP STAMPED
"SLIGER PSM 3019"
AT THE SW CORNER OF
THE VACATED PLAT OF
ORMOND BEACH
MAIN SECTION (1), PAGE 71
FOR TRACT E-1
SET
4x4 CONCRETE
MONUMENT
"WITNESS"
LB 3019
FOUND
4x4 CONCRETE
MONUMENT NO ID
FOUND
4x4 CONCRETE
MONUMENT NO ID
SOUTH LINE OF THE
NORTH 1/2 OF
ORB 7482, PAGES 185,186
ORMOND
FALLS N
CANAL
EXISTING
ASPHALT
PAVEMENT
N
S
E
W

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15

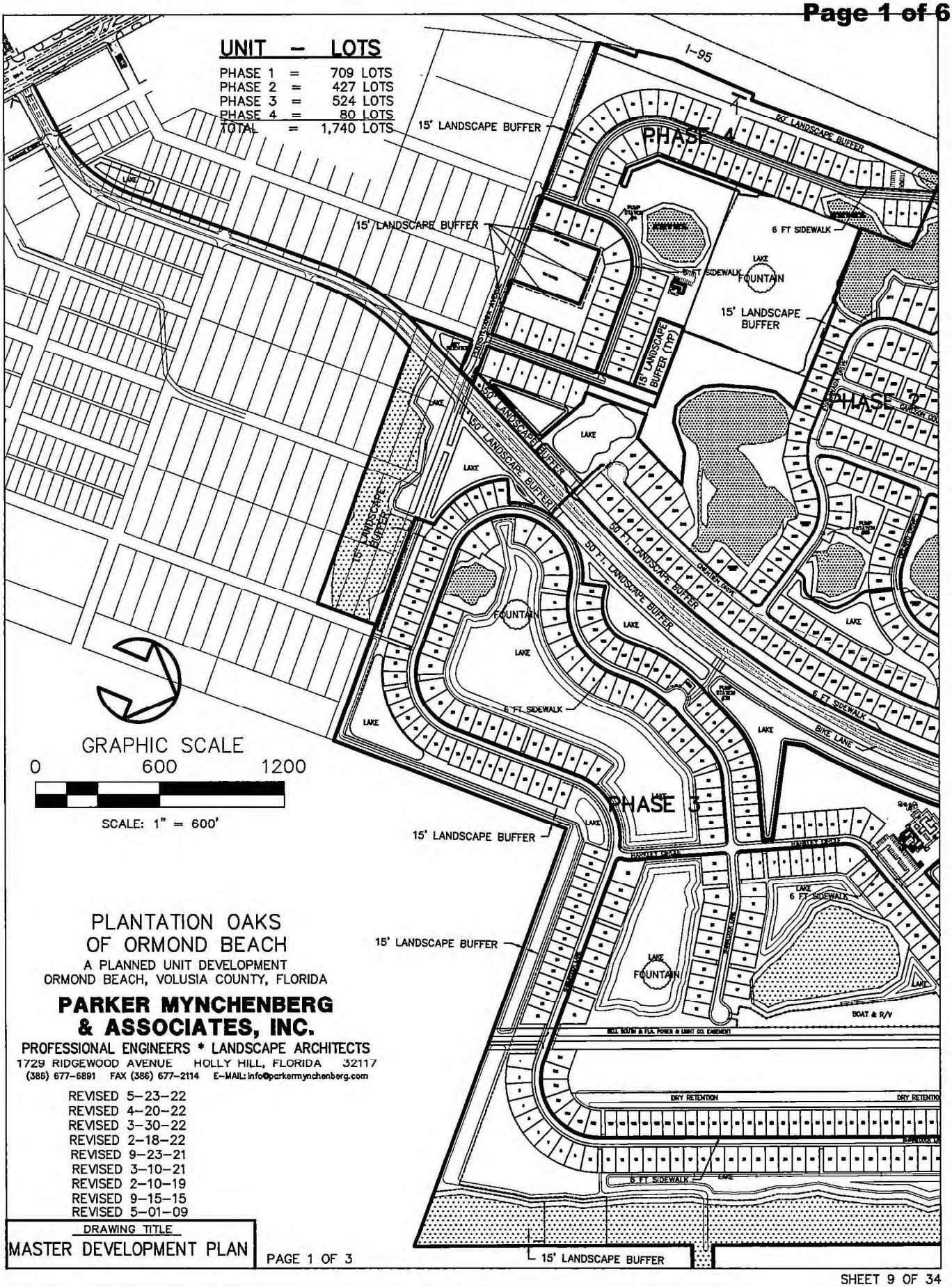

Less and except Volusia County park land parcel
EXHIBIT "A"
Page 14 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 4 OF 5

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 15 of 15

EXHIBIT "B"

Page 1 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

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REVISED 4-20-22
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REVISED 9-23-21
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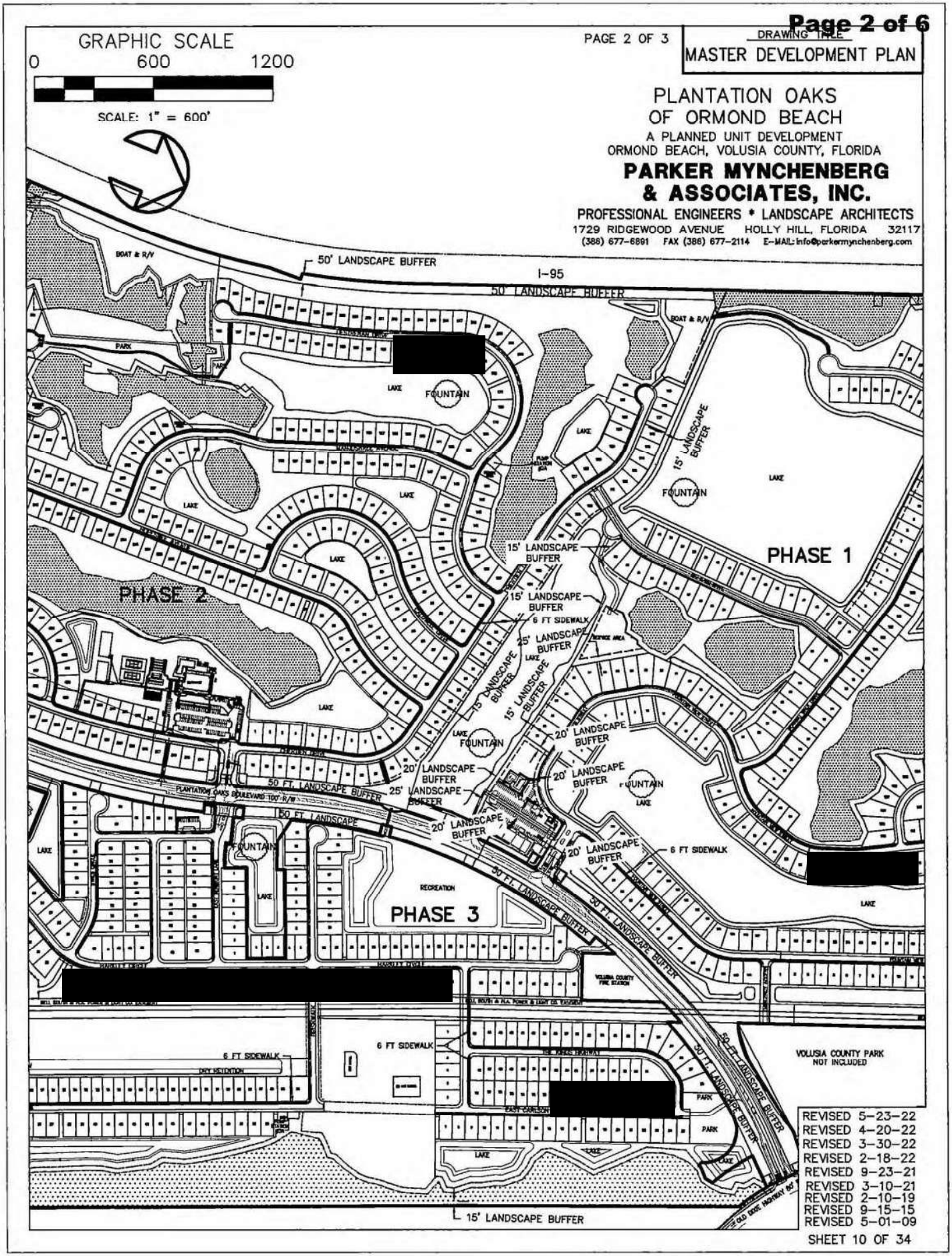
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"


GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'
PAGE 2 OF 3
DRAWING TITLE
MASTER DEVELOPMENT PLAN
PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
PARKER MYNCHENBERG
& ASSOCIATES, INC.
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I-95
50' LANDSCAPE BUFFER
PHASE 1
PHASE 2
PHASE 3
15' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER
25' LANDSCAPE BUFFER
30' FT. LANDSCAPE BUFFER
50 FT. LANDSCAPE BUFFER
6 FT SIDEWALK
FOUNTAIN
LAKE
PARK
RECREATION
VOLUSIA COUNTY PARK
NOT INCLUDED
REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
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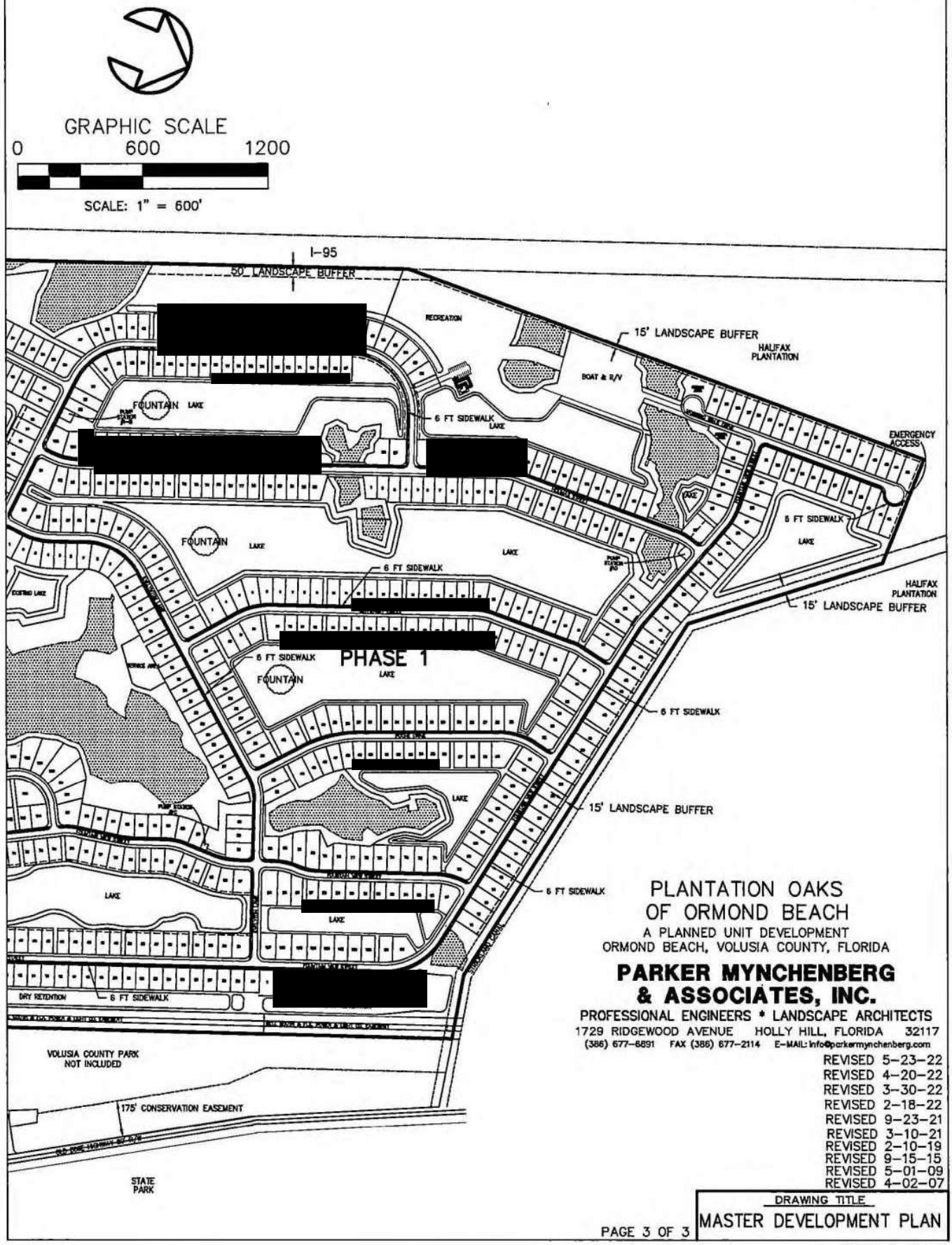
REVISED 9-15-15
REVISED 5-01-09
SHEET 10 OF 34

EXHIBIT "B"

Page 3 of 6



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REVISED 4-02-07

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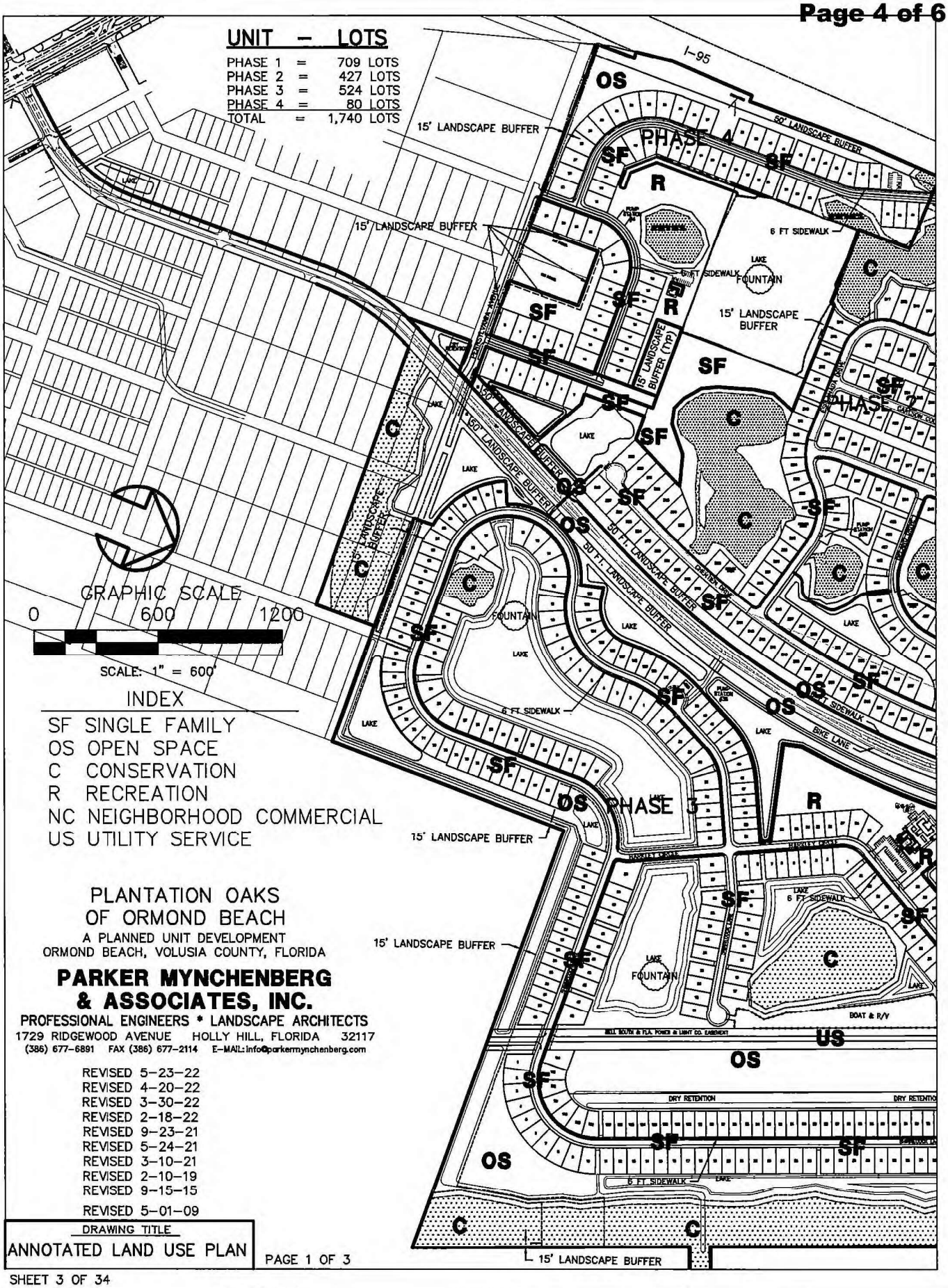
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

Page 4 of 6



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DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

Page 5 of 6

GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

PLANTATION OAKS
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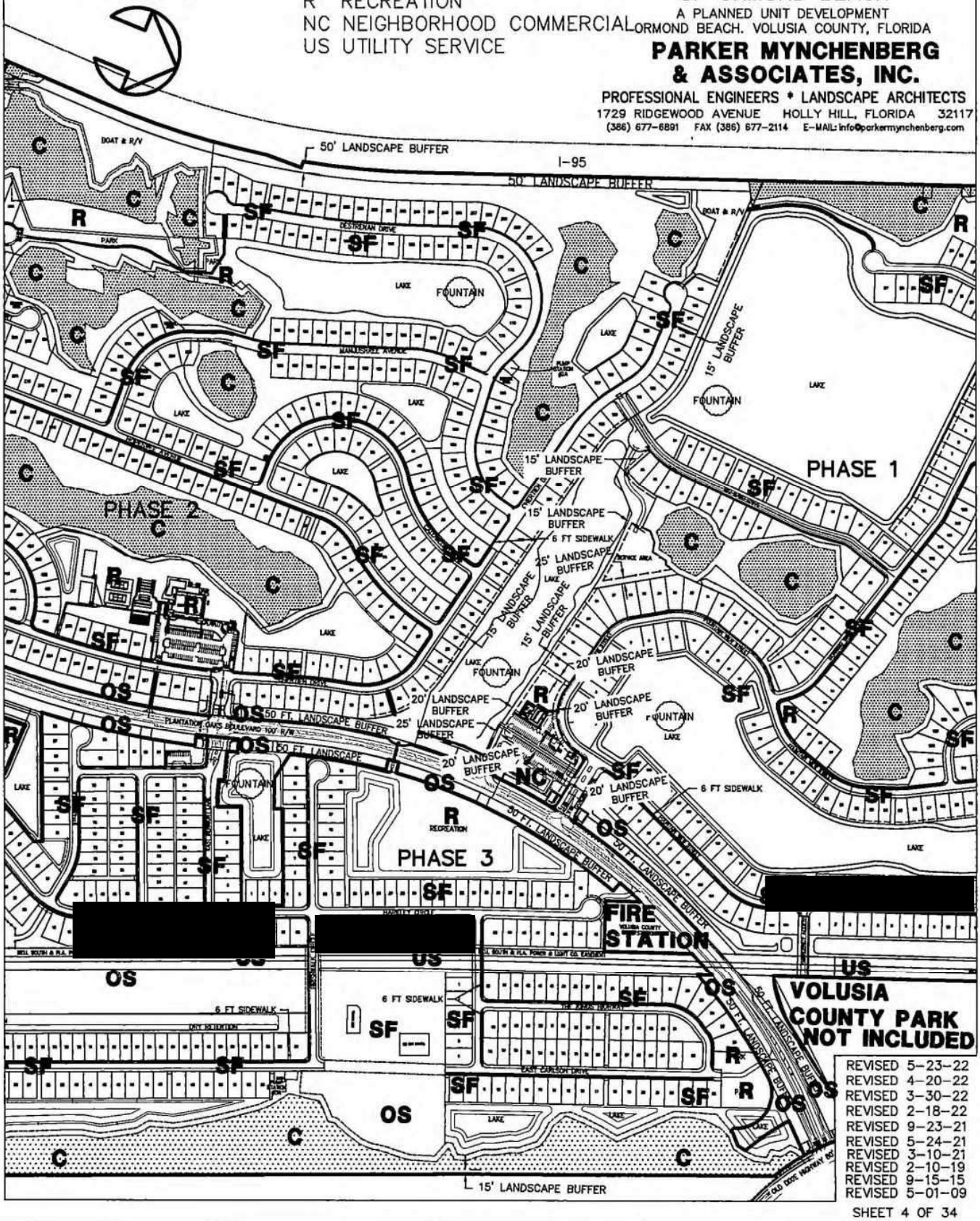

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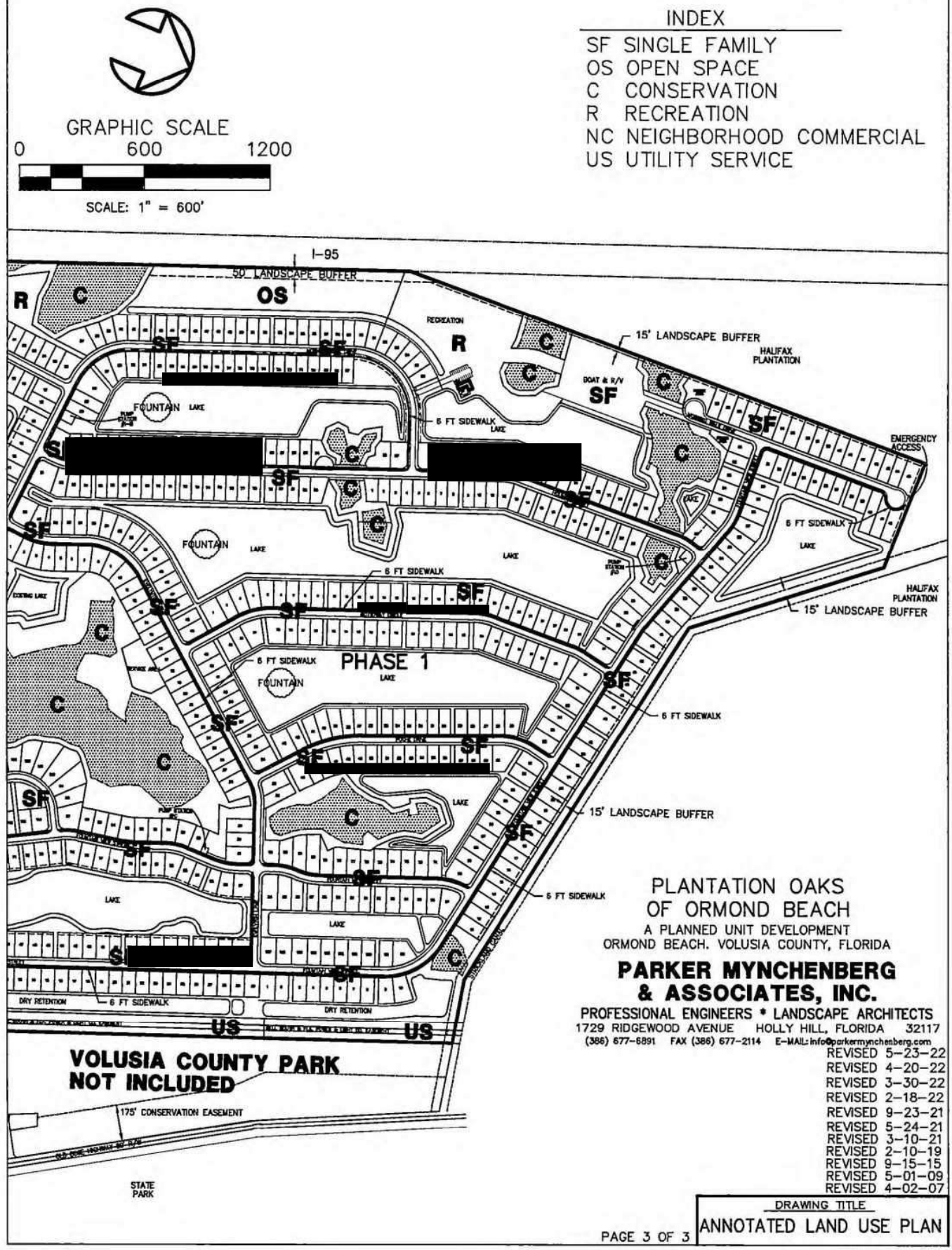
SHEET 4 OF 34

EXHIBIT "B"

~~**Page 6 of 6**~~



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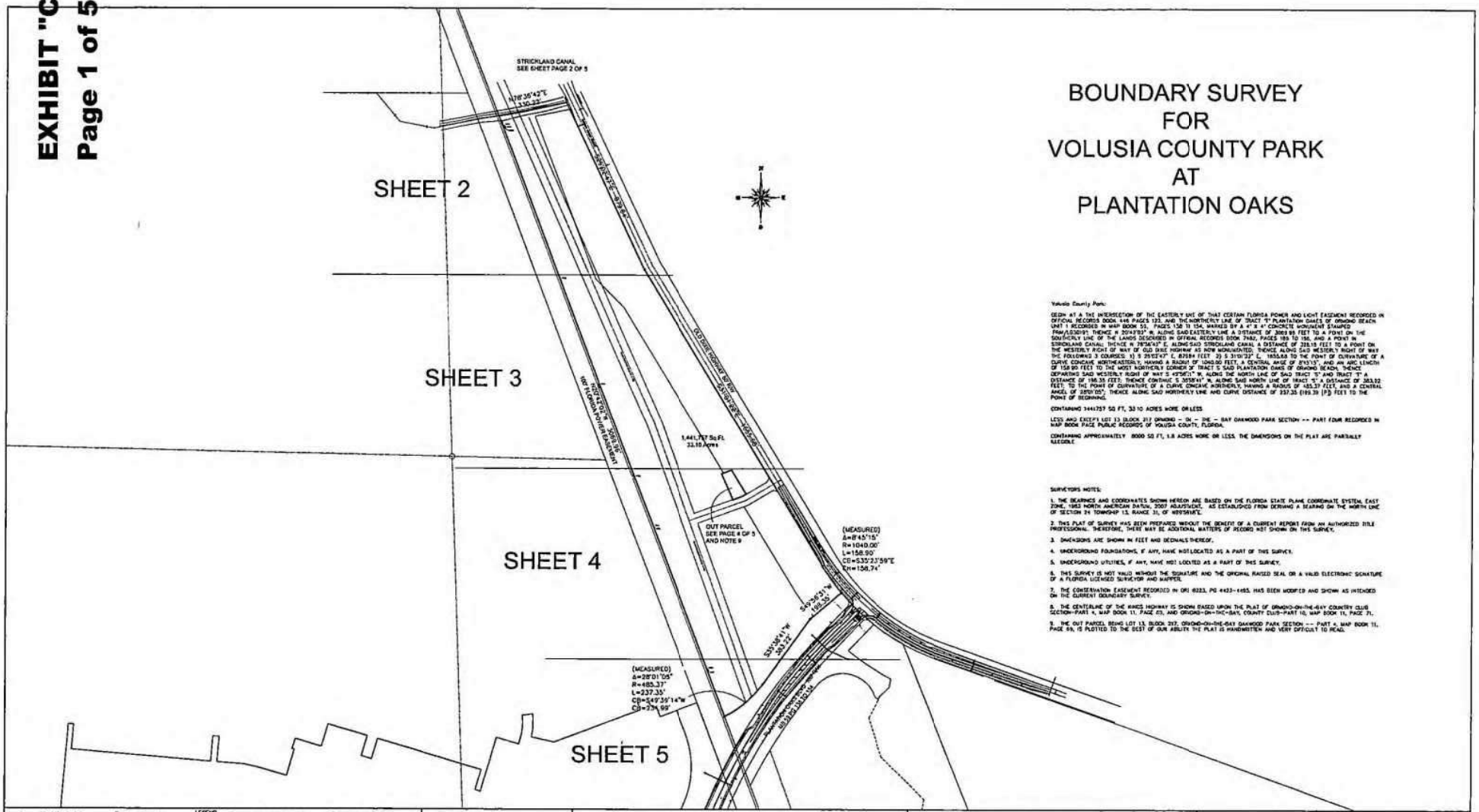
DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 3 OF 3

SHEET 5 OF 34

Instrument #20221403339 #26 Book:8268 Page:2923

EXHIBIT "C"
Page 1 of 5



BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS

Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 30, PAGES 158 TI 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LB30191; THENCE N 20°47'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3063.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7682, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'43" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 21°51'47" E, 829.84 FEET 2) S 31°01'32" E, 1855.53 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'51" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 1858.30 FEET; THENCE CONTINUE S 33°56'51" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (RM 239.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°56'48"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORI 6223, PG 4433-4455, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE RANGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 25, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 59, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

● IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
○ IRON ROD	RUV REUSE VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
⊕ IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	STMH GREASE TRAP MANHOLE
○ IRON PIPE	MHC HAND HOLE (ELECTRIC)	FOCH FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
○ AXLE & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
⊙ FD "5"/SQ.T. IN CONCRETE	GM GAS METER	DOR DOOR	CO CLEAN OUT
□ CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MARKER
⊗ DENOTES PC / PT	MB MAIL BOX	YL YARD LIGHT	REUSE BLOCK WALL
⊗ PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	METAL/WOOD FENCE
⊗ SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONTOUR
FH FIRE HYDRANT	WV WATER VALVE	EB ELECTRIC SERVICE BOX	EXISTING ELEVATION

ABBREVIATIONS

M/ MON	GAR GAS LINE MARKER	UP LIGHT POLE	+/-D/- BURIED FIBER OPTIC CABLE
IRC IRON ROD & CAP	MB MAP BOOK	DP DUPLEX IRON PIPE	W POWER POLE	+/-T/- BURIED TELEPHONE CABLE
IRR IRON ROD (NO CAP)	PG PAGE	PVC POLYVINYL CHLORIDE	GU GUY ANCHOR	+/-W/- BURIED WATER LINE
IPC IRON PIPE & CAP	OR/PG OFFICIAL RECORDS BOOK / PAGE	CONC CONCRETE	TYP TYPICAL	+/-E/- BURIED ELECTRIC LINE
IP IRON PIPE (NO CAP)	PLAT(S) SUBDIVISION	MEAS MEASURED	R/W RIGHT OF WAY	+/-G/- BURIED GAS LINE
CM CONCRETE MONUMENT	DOT DEED SUBDIVISION	CM CHORD MEASURED	CL CENTERLINE	+/-TV/- BURIED TELEVISION CABLE
NAIL & DISK	MEASURED SUBDIVISION	CD CALCULATED DISTANCE	ELEC ELECTRIC SERVICE	SW TOP OF BANK	+/-TV/- BURIED FIBER OPTIC CABLE
FND FOUND	CALCULATED SUBDIVISION	SAN SANITARY	TOB TOP OF BANK	+/-PH/- BURIED PHONE LINE
MNT MONUMENT	MH MANHOLE	CV CHECK VALVE	TOE TOE OF SLOPE	+/-SW/- ACTUAL LINE
NAIL NAIL & DISK	SIGN SIGN	WMB WATER METER BOX	CE CENTERLINE OF STREAM	+/-SS/- STORM WATER LINE
N NOTIFICATION	WMV WATER METER VALVE	WV WATER VALVE	A/C AIR CONDITIONED	FPL@ FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	STA STATION	RCP REINFORCED CONCRETE PIPE	RV REUSE VALVE	TOE TOE OF SLOPE	+/-SS/- STORM SANITARY SEWER LINE
SEC SECTION	CL CENTERLINE	CMP CORRUGATED METAL PIPE	WM WATER METER	CON CORE OF WOODS	AWSS@ AMERICAN WATER SUPPLY
SHT SHEET	SHT SHEET	CPP CORRUGATED PLASTIC PIPE	FH FIRE HYDRANT	UE UTILITY EASEMENT	FDOT@ FLORIDA DEPARTMENT OF TRANSPORTATION
RGE RANGE	C CENTERLINE	RCP REINFORCED CONCRETE PIPE	TOP TOP OF BANK	AE ACCESS EASEMENT	WFD @ WATER FOUND CAMP & RANGER MARKER

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNLIKWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

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CB CHINABERRY TREE	HY HOLLY	

FOR COUNTY OF VOLUSIA

SCALE: 1"=100' | DIGITAL FILE: 210753.TXT | FIELD BOOK: 1576 | PARTY CHIEF: 10, 12, 17, 18, 23 | SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
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TOPOGRAPHIC SURVEY					
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FINAL IMPROVEMENTS					
RECERTIFICATION					

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PROFESSIONAL LAND SURVEYORS
3875 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5305
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

PLAT PREPARED FOR THE FOLLOWING. (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	CERTIFIED TO:	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

BOUNDARY SURVEY

SHEET 1 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES
Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:14 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 6548
JEFFREY W. BARNES, P.S.M. NO. 5526
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6508

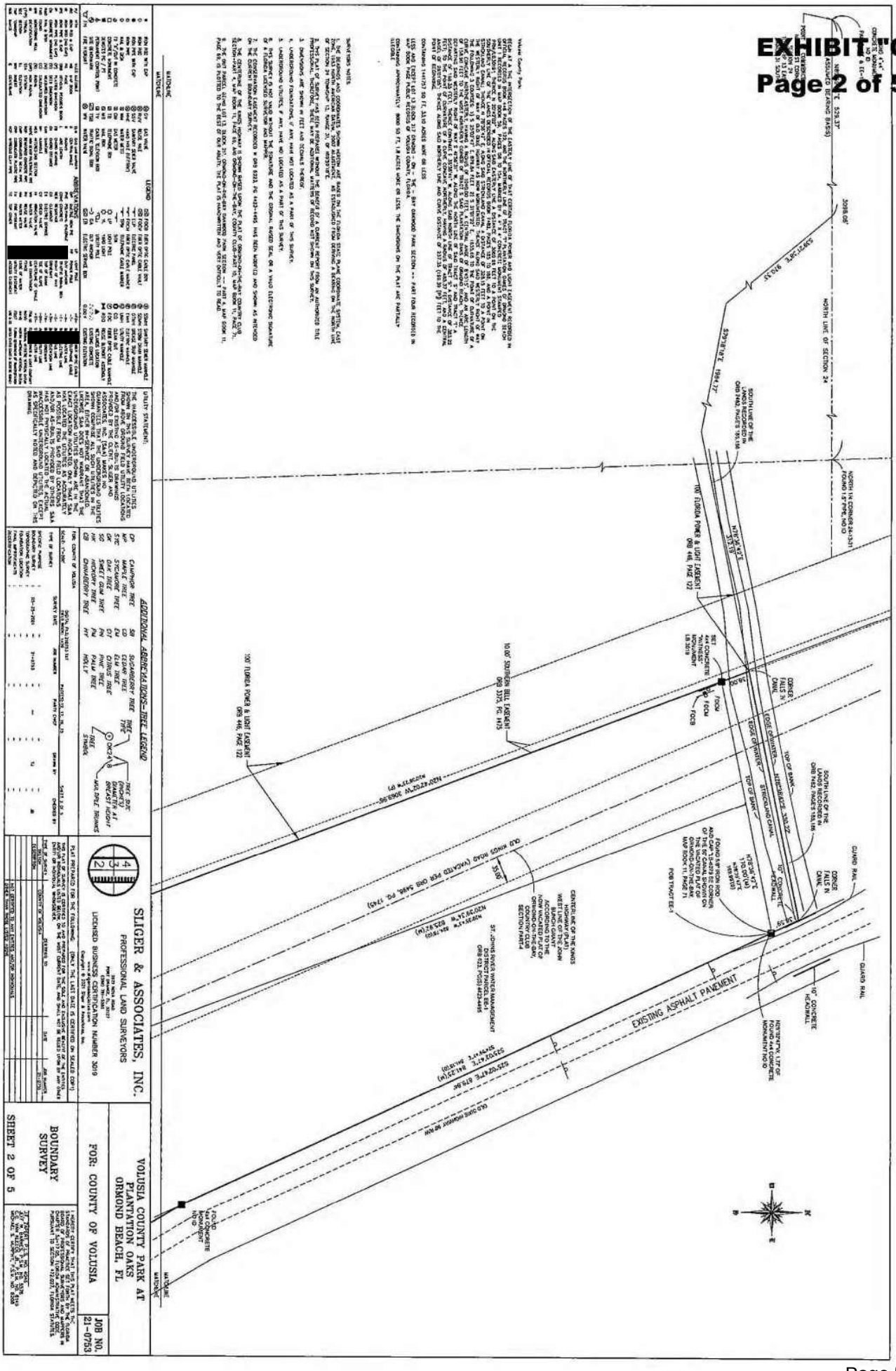
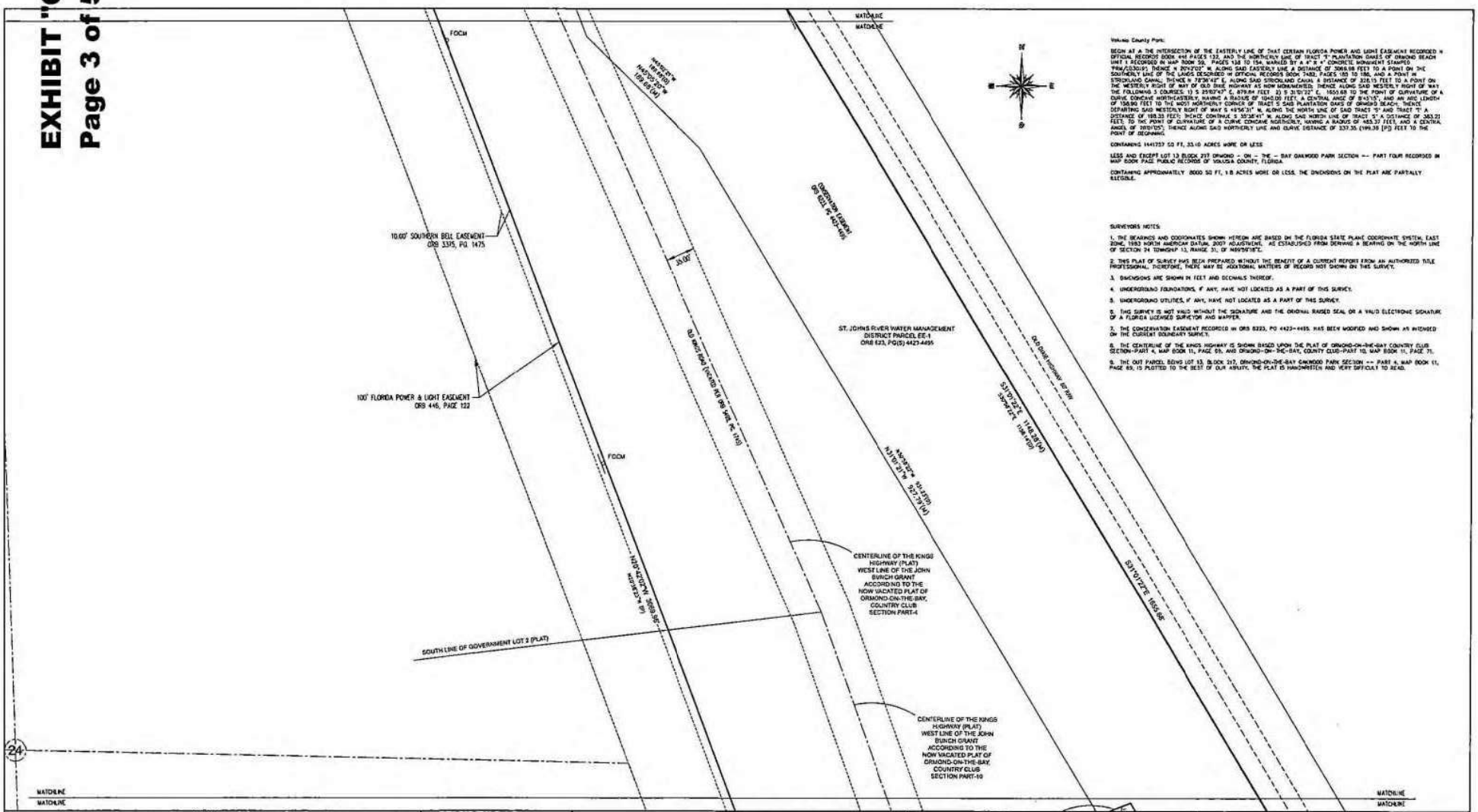


EXHIBIT "C"
Page 2 of 5
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753
BOUNDARY SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
NORTH LINE OF SECTION 24
SOUTH LINE OF THE LANDS RECORDED IN ORB 7482, PAGES 185,186
NORTH 1/4 CORNER 24-13-31
FOUND 1.5" PIPE, NO ID
100' FLORIDA POWER & LIGHT EASEMENT ORB 446, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3375, PG 1475
SET 4x4 CONCRETE WITNESS MONUMENT LB 3019
FOCM
FOCB
CORNER FALLS N CANAL
CORNER FALLS S CANAL
EDGE OF WATER
TOP OF BANK
STRUCTURE CANAL
SEPARATE 300.02'
10' CONCRETE HEADWALL
GUARD RAIL
SOUTH LINE OF THE LANDS RECORDED IN ORB 7482, PAGES 185,186
FOUND 4x4 CONCRETE MONUMENT NO ID
CENTERLINE OF THE WINDS HIGHWAY (PLAT) WEST LINE OF THE JOHN ANDREW'S GOLF COURSE (PLAT) ACCORDING TO THE NOW VACATED PLAT OF GRANDVIEW COUNTRY CLUB SECTION PART 4
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL 86-4 ORB 632, PGS(S) 4823-4495
OLD KINGS ROAD (VACATED PER ORB 5464, PG 1745)
POB TRACT CE-1
POINT OF BEGINNING OF THE CENTERLINE OF THE 60' CANAL SHOWN ON THE VACATED PLAT OF MAP BOOK 11, PAGE 71
N78°36'47"E 110.00'(M)
N78°36'47"E 110.00'(M)
S79°19'18"E 1984.17'
3098.08'
S23°53'37"E
ASSUMED BEARING (M&S)
POINT OF COMMENCEMENT
NORTH 1/4 CORNER OF SECTION 24
S79°19'18"E 1984.17'
N78°36'47"E 317.10'
N78°36'47"E 317.10'
S25°02'41"E 841.23'(M)
S25°02'41"E 841.23'(M)
S25°02'41"E 670.56'
N20°56'24"W 825.67'(M)
N20°56'24"W 825.67'(M)
N20°56'24"W 1058.36'(M)
N20°56'24"W 1058.36'(M)
FOUND 4x4 CONCRETE MONUMENT NO ID
OLD STATE HIGHWAY 90 ROW
SURVEYOR'S NOTES
GENERAL SURVEYING SYMBOLS AND LEGEND
ADDITIONAL ABBREVIATIONS
UTILITY STATEMENT:
SURVEY DATE
PROJECT NO.
DRAWN BY
CHECKED BY
FOR: COUNTY OF VOLUSIA
PLAT PREPARED FOR THE FOLLOWING
SURVEYOR'S CERTIFICATE
SURVEYOR'S SEAL
SURVEYOR'S NOTES
SURVEYOR'S REPORT
SURVEYOR'S LEGEND
SURVEYOR'S ABBREVIATIONS
SURVEYOR'S SYMBOLS
SURVEYOR'S NOTES
SURVEYOR'S REPORT
SURVEYOR'S LEGEND
SURVEYOR'S ABBREVIATIONS
SURVEYOR'S SYMBOLS

Instrument #20221403339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 132, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 56, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3361PS"; THENCE N 70°47'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3068.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 180 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'40" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 879.84 FEET 2) S 31°01'22" E, 1855.98 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 188.33 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.21 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 455.37 FEET, AND A CENTRAL ANGLE OF 20°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°58'58"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY, THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

● IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
○ IRON ROD	RVV RECLAIM VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
● IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	GTMH GREASE TRAP MANHOLE
○ IRON PIPE	HHE HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
⊙ NAIL & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM GAS METER	SIGN	CO CLEAN OUT
CONCRETE MONUMENT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MARKER
BENCH MARK	MB MAIL BOX	YL YARD LIGHT	RBBV REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	WETLANDS LOCATION
S/E BENCHMARK	TSB TRAFFIC SIGNAL BOX	GUY ANCHOR	EXISTING CONCRETE
FIRE HYDRANT	WV WATER VALVE	ED ELECTRIC SERVICE BOX	0.00' EXISTING ELEVATION

ABBREVIATIONS

W/ WITH	LME LAKE MAINTENANCE EASEMENT	GL'x GAS LINE MARKER	DIP DUCTILE IRON PIPE	LP LIGHT POLE	-FO- BURIED FIBER OPTIC CABLE
MC IRON ROD & CAP	MB MAP BOOK	E CENTRAL ANGLE	PVC POLYVINYL CHLORIDE	PP POWER POLE	-TV- BURIED TELEVISION CABLE
IRON ROD (NO CAP)	PAGE	R RADIUS	GA GUY ANCHOR	-W- BURIED WATER LINE
IRON PIPE & CAP	OFFICIAL RECORDS BOOK	L ARC LENGTH	CONC CONCRETE	TSB TRAFFIC SIGNAL BOX	-E- BURIED ELECTRIC LINE
IRON PIPE (NO CAP)	PLATTED DIMENSION	CB CHORD BEARING	RES RESIDENCE	R/W RIGHT OF WAY	-G- BURIED GAS LINE
CONCRETE MONUMENT	MEA MEASURED DIMENSION	CH CHORD DISTANCE	GAR GARAGE	DH DRIVEWAY	-T- BURIED TELEVISION LINE
NAIL AND DISK	MEASURED DIMENSION	SAN SANITARY	EB ELECTRIC SERVICE	TOB TOP OF BANK	-FM- BURIED FORCEMAIN
FND FOUND	CALCULATED DIMENSION	SM MANHOLE	CV CHECK VALVE	TOS TOE OF SLOPE	-OHE- AERIAL UTILITY LINE
MW MONITORING WELL	RADIAL	MES MITERED END SECTION	IV IRRIGATION VALVE	CLS CENTERLINE OF STAKE	-STM- STORM WATER LINE
ID IDENTIFICATION	NDB NON RADIAL	NRP NON RIGHT PERPENDICULAR	WV WATER VALVE	FPL/E FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	STA STATION	RCP REINFORCED CONCRETE PIPE	RV REUSE VALVE	FNC FENCE	-WOOD- NATIONAL GEODETIC VERTICAL DATUM
SEC SECTION	ELEV ELEVATION	CMP CORRUGATED METAL PIPE	WM WATER METER	CON EDGE OF WATER	-NAVD- NORTH AMERICAN VERTICAL DATUM
TWP TOWNSHIP	SHEET	CPP CORRUGATED PLASTIC PIPE	FH FIRE HYDRANT	U.E. UTILITY EASEMENT	-DWT- DOWN STORM/SANITARY SEWER
RGE RANGE	℄ CENTERLINE	VCP VITRIFIED CLAY PIPE	TC TOP CONCRETE	A.E. ACCESS EASEMENT	-OE & G- AERIAL OVERHEAD ELECTRIC & GUY WIRE

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP CAMPHOR TREE	SB SUGARBERRY TREE		
MP MAPLE TREE	CD CEDAR TREE		
SYC SYCAMORE TREE	EM ELM TREE		
OK OAK TREE	CIT CITRUS TREE		
SG SWEET GUM TREE	PN PINE TREE		
HK HICKORY TREE	PM PALM TREE		
CB CHINABERRY TREE	HY HOLLY		

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24)

FOR COUNTY OF VOLUSIA

SCALE: 1"=200' DIGITAL FILE: 21-0753.TXT FIELD BOOK: 1498 PAGE(S): 13, 17, 18, 23 SHEET 3 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	--	TJ	JH
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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PORT ORANGE, FL 32127
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TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SELLER	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

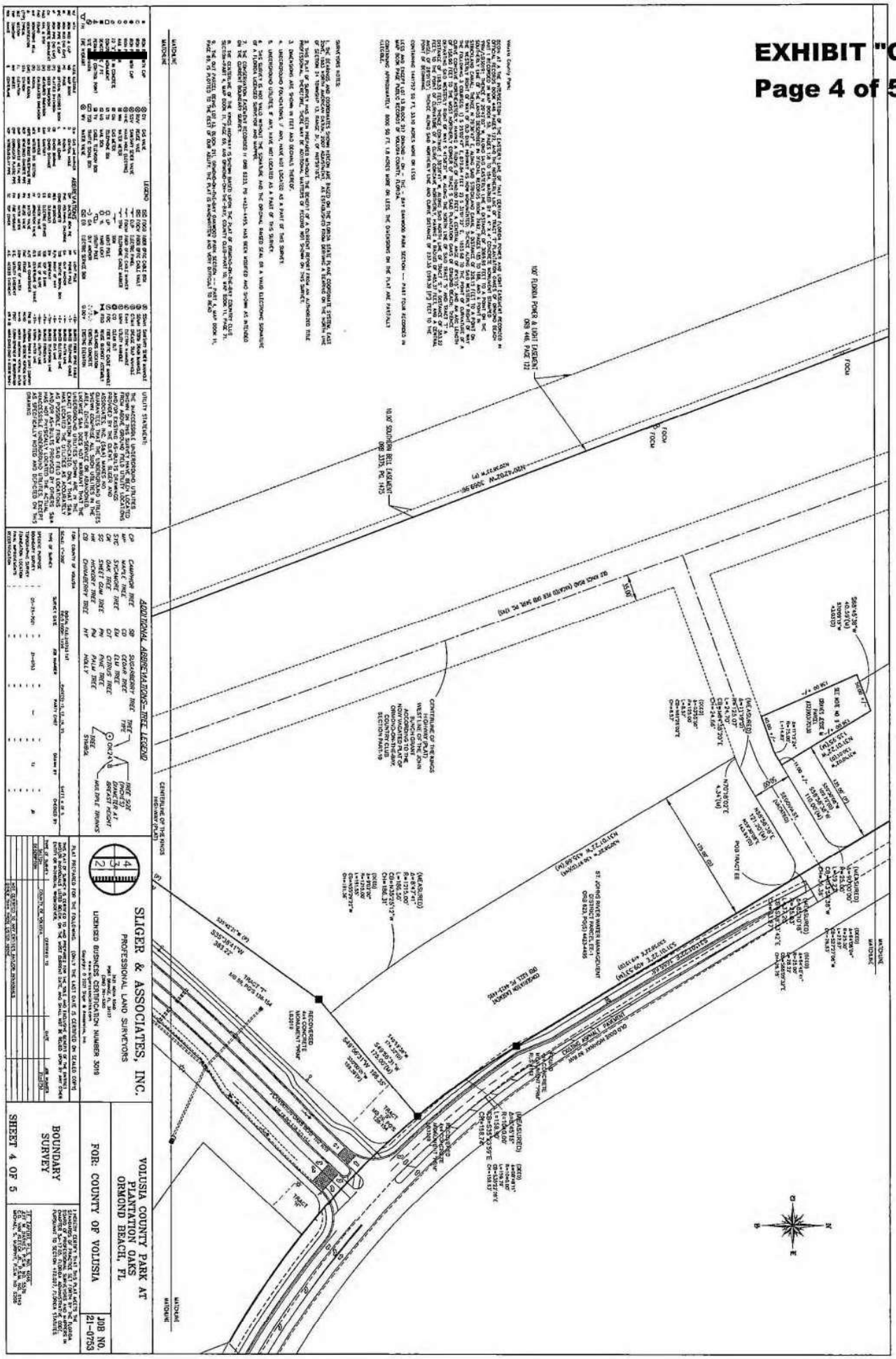
BOUNDARY SURVEY

SHEET 3 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

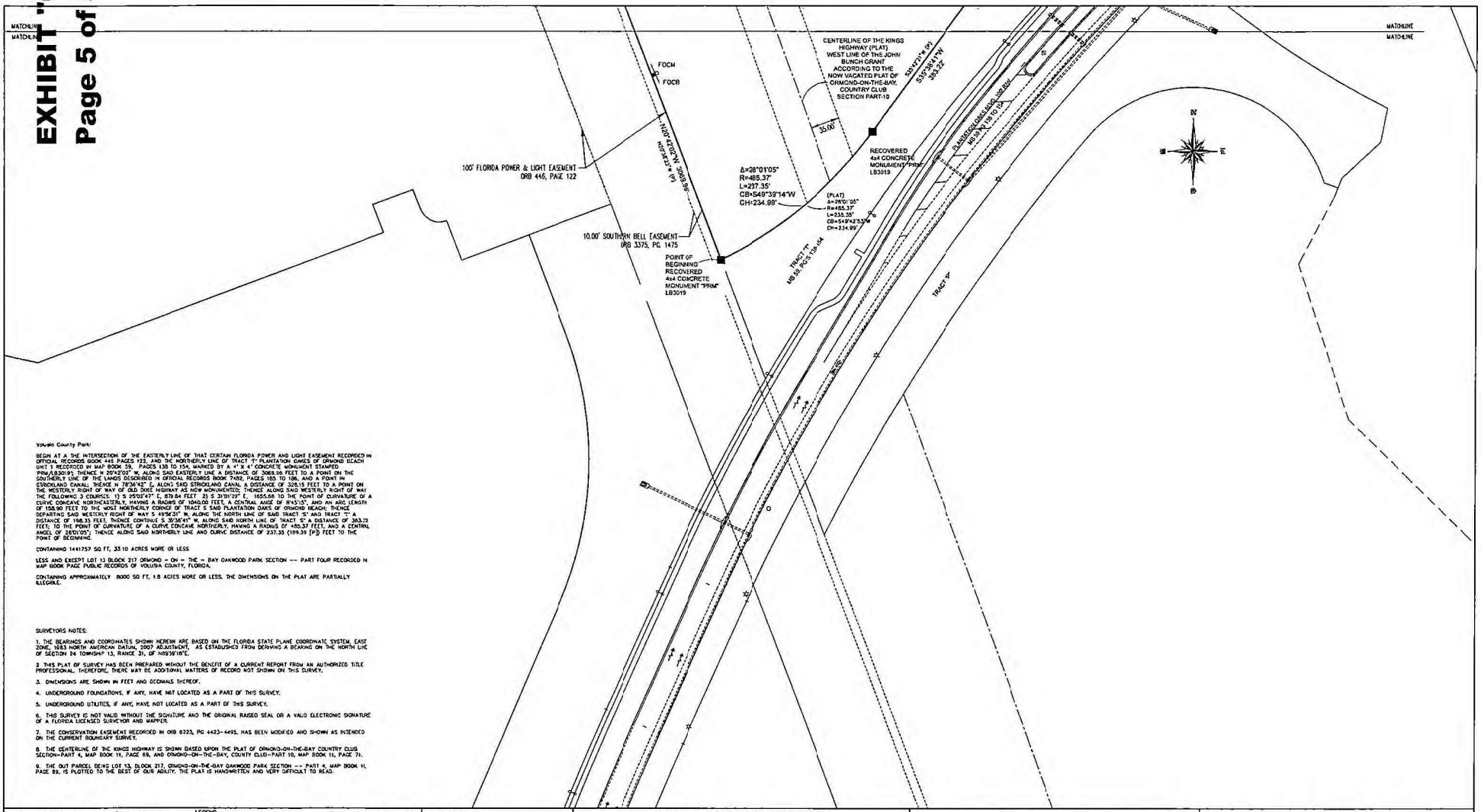
JEFFREY B. SLIGER AND ADAM C. SLINGER, P.S.M. NO. 5276
ADAM KLEIN, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "C"
Page 4 of 5



Instrument #2022140339 #30 Book:8268 Page:2927

EXHIBIT "C"
Page 5 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT 'T' PLANTATION OAKES OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 29, PAGES 130 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019'S; THENCE, N 20°42'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 2065.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STROOLAND CANAL; THENCE N 79°34'45" E, ALONG SAID STROOLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°25'47" E, 679.84 FEET 2) S 31°01'09" E, 1655.86 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°54'31" W, ALONG THE NORTH LINE OF SAID TRACT 'S' AND TRACT 'T' A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 30°36'41" W, ALONG SAID NORTH LINE OF TRACT 'S' A DISTANCE OF 383.72 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGEL OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.39 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°56'W(M).
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
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7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4493, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 68, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 68, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
○	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
⊡	FD "X" CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
■	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
△	PERMANENT CONTROL POINT	LV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
⊕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION

ABBREVIATIONS

(M)	MEAS	N.I.C.E.	NOT IN CONTACT WITH EARTH	GLM	GAS LINE MARKER	LP	LIGHT POLE	+/-OU-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	PP	POWER POLE	-TB-	BURIED TELEPHONE CABLE
IRC	IRON ROD (NO CAP)	PKC	PK NAIL	R	RADIUS	PVC	POLYVINYL CHLORIDE	-WM-	BURIED WATER LINE
IPC	IRON PIPE & CAP	OPB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	-TSB-	TRAFFIC SIGNAL BOX
IP	IRON PIPE (NO CAP)	(T)	PLATTED DISTANCE	CB	CHORD BEARING	RES	RESIDENCE	-E-	BURIED ELEC LINE
CM	CONCRETE MONUMENT	(D)	DEED DISTANCE	CH	CHORD DISTANCE	CB	CLEANOUT	-GAS-	BURIED GAS LINE
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	-TV-	BURIED TELEVISION LINE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	OH	OVER HEAD	-T/H-	BURIED TELEPHONE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	-OH-	AERIAL UTILITY LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	NON REBOTE CORRUGATED PIPE	WV	WATER VALVE	-STM-	STORM WATER LINE
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	ENC	FENCE
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RGE	RANGE	Ø	DIAMETER	VCP	VITREOUS CLAY PIPE	TC	TOP CONCR	A.E.	ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS – TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE		
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CT	CITRUS TREE		
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY		

TREE TYPE — OK24 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE: 210753.TXT
FIELD BOOK: 1450
PAGE(S): 12, 13, 18, 25
SHEET 5 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	05-25-2021	21-0753	–	TJ	JS
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 5 OF 5

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JF. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES, P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-071

Bradford Lakes
Final Plat

Recommended for Approval (6-0)

Ms. Shull asked Mr. Spraker if they request a Special Exception if the abutter letters would be mailed out. Mr. Spraker replied that it would start with a site plan submittal through the Site Plan Review Committee (SPRC) and then a notice would have to go out to everyone within 600' about a neighborhood meeting and post signage on it, then the Planning Board with another notice, and then ultimately to the City Commission for final action.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-071 – Bradford Lakes, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application submitted by Meritage Homes of Florida, Inc., is for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way (ROW).

Mr. Spraker added that the project got zoning approval through Ordinance 2022-16 as part of Plantation Oaks Planned Residential Development. A preliminary plat was reviewed and approved by the City Commission after Planning Board review in 2023. He explained that this is the last step of the process and that the project is currently under construction. Mr. Spraker continued that they will likely post a bond in order to record the plat. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about a drainage ditch in the area. Mr. Spraker replied that there are multiple drainage areas for Plantation Oaks. All of the stormwater has been reviewed by the City and St. Johns River Water Management District (SJRWMD). Also, the RidgeHaven subdivision is taking more stormwater and putting less into the downstream flow. Mr. Spraker added that multiple projects in this area are working to discharge less water at a lower rate.

Applicant's Presentation

Ms. Genevieve LaBuda, Poulos & Bennett, 2602 E. Livingston Street, Orlando, Applicant for Meritage, stated that Mr. Spraker did a great job with the report and that she is in attendance for any questions.

Mr. du Moulin inquired into the subdivision approval process.

Mr. Spraker reiterated that subdivisions are a three-step process, beginning with the zoning and overall entitlements, and establishes what they can do and the number of lots and the landscape buffers. The preliminary plat, reviewed in 2023 and approved by the City Commission, are the detailed drawings with stormwater, school

concurrency and all subdivision details. Mr. Spraker continued that when there is a preliminary plat, the applicant is allowed to go to construction. They are under construction today. Mr. Spraker added that the applicant has two choices with the preliminary plat, they can go to construction, get it accepted and then record the plat or can go through and record the plat, post a performance bond and finish the work. The plat would be recorded and then construction would finish. Mr. Spraker concluded that the final plat is the subdivision of land, and the preliminary plat is how it is going to be constructed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-071 – Bradford Lakes, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. PZ-2024-072 – Bradford Park, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application from Meritage Homes of Florida, Inc., is for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of the Pennsylvania Avenue right-of-way (ROW), east of I-95, and west of Plantation Oaks Boulevard. He explained that they will construct Pennsylvania Avenue and a portion of Ventnor Avenue. Mr. Spraker stated that the property is unique because it is using its straight zoning of R-4 and no Planned Development was required. The project is meeting the requirements of the R-4 zoning district standards.

Mr. Spraker continued that the preliminary plat for the project was approved in 2024. He reiterated that it is a legal document that allows the subdivision of land and it is under construction.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked about the greenspace to the south. Mr. Spraker replied that there is an existing single-family home and a proposed hotel planned in the area.

Mr. du Moulin asked for information on the National Gardens. Mr. Spraker replied that in 1926 there was a plat that divided all of the land area into 25’ by 100’ or 50’ by 100’-lots, called the National Gardens. He continued that in 1986 there was a Development of Regional Impact (DRI) that took all of the area and made it into the National Gardens Development of Regional Impact, which led to Ormond Lakes, Plantation Oaks and a portion of Halifax Plantation. The original plat area explained as the divided land area into the small lots was redeveloped into subdivisions such as Bradford Lakes, Bradford Park, RidgeHaven, and Plantation Oaks.

Mr. Galloway added that the National Gardens was previously known as the master gardens in the late 1800s and early 1900s where there was a bulb plant company over hundreds of acres. The land was sold to the Florida East Coast Railroad. There were hundreds and possibly thousands of 20’-lots that were sold in the great real estate boom before the depression with quick claim deeds on properties purchased by

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-27
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

   a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

      None. This Ordinance is for the 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 Ordinance is for the 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 Ordinance is for the 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 Ordinance is for the 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

October 2, 2024 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-28
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Bradford Park, Final Plat (SECOND READING)		
Summary:	This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. 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 the R-4 zoning district. The Planning Board reviewed the proposed final plat on August 8, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed final plat.		
Financial Impact:	The proposed final plat has no direct financial impact, and the project developer is required to install all subdivision improvements.		
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-4 zoning district and Preliminary Plat. No citizen impact is anticipated as a result.		
Recommended Action (Staff,	The Planning Board recommends approval of the proposed final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-28 Bradford Park- Final Plat (P24-0166G) 2. Exhibit A Bradford Park, Version 2 3. 08.08.2024, Bradford Park, Final Plat PB Staff Report (8.5X11) 4. 08.08.2024, Planning Board minutes, Bradford Park Final Plat 5. Ordinance BIE, Bradford Park Final Plat
Approval:	Kelly McGuire, Finance Director 9/19/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

ORDINANCE NO. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" 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 "Bradford Park" is zoned as R-4, Single-Family Cluster and Townhouse, and townhouses are a permitted use within the zoning district, and

WHEREAS, on February 20, 2024, the City Commission approved Resolution 2024-28 authorizing a preliminary plat for a 180-lot townhouse subdivision for "Bradford Park", and

WHEREAS, on March 4, 2024, 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 May 8, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the final plat for the "Bradford Park" 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 therefor,

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 "Bradford Park" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either by completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being April 2, 2026.

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

PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:___ PAGE:___

Page 531 of 657

BRADFORD PARK DESCRIPTION:

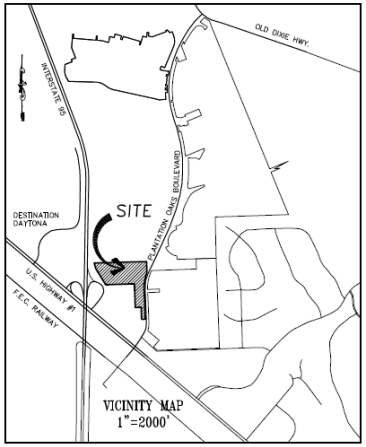
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

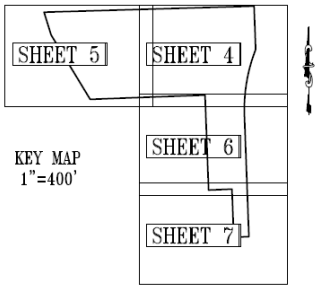
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250–253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46"E, A DISTANCE OF 350.07 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, HAMMOND STREET AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____ _____ *BRIAN KITTLE*
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS ____DAY OF _____, 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____
STATE OF FLORIDA AT LARGE _____
TITLE / RANK: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

SEAL
J.E. ZAPERT P.L.S. NO. 4046 *DATE*
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____ *DATE:* _____, 2024.
CITY REDISTERED
SURVEYOR

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

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD HOMEOWNERS ASSOCIATION, INC. BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC. RECORDED IN O.R.B. _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. 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.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION AREAS.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO BUILDINGS OR VERTICAL STRUCTURES, INCLUDING ANY FENCES, ARE PERMITTED WITHIN THE LANDSCAPE EASEMENT LOCATED AT THE REAR OF LOTS 63–82. THE FOREGOING SENTENCE SHALL NOT PROHIBIT ANY TREES, SHRUBS, OR OTHER PLANTINGS, OR ANY RELATED IRRIGATION OR LIGHTING IMPROVEMENTS.

16. THE LANDSCAPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
(1)	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

PREPARED BY:
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3921 NOVA ROAD
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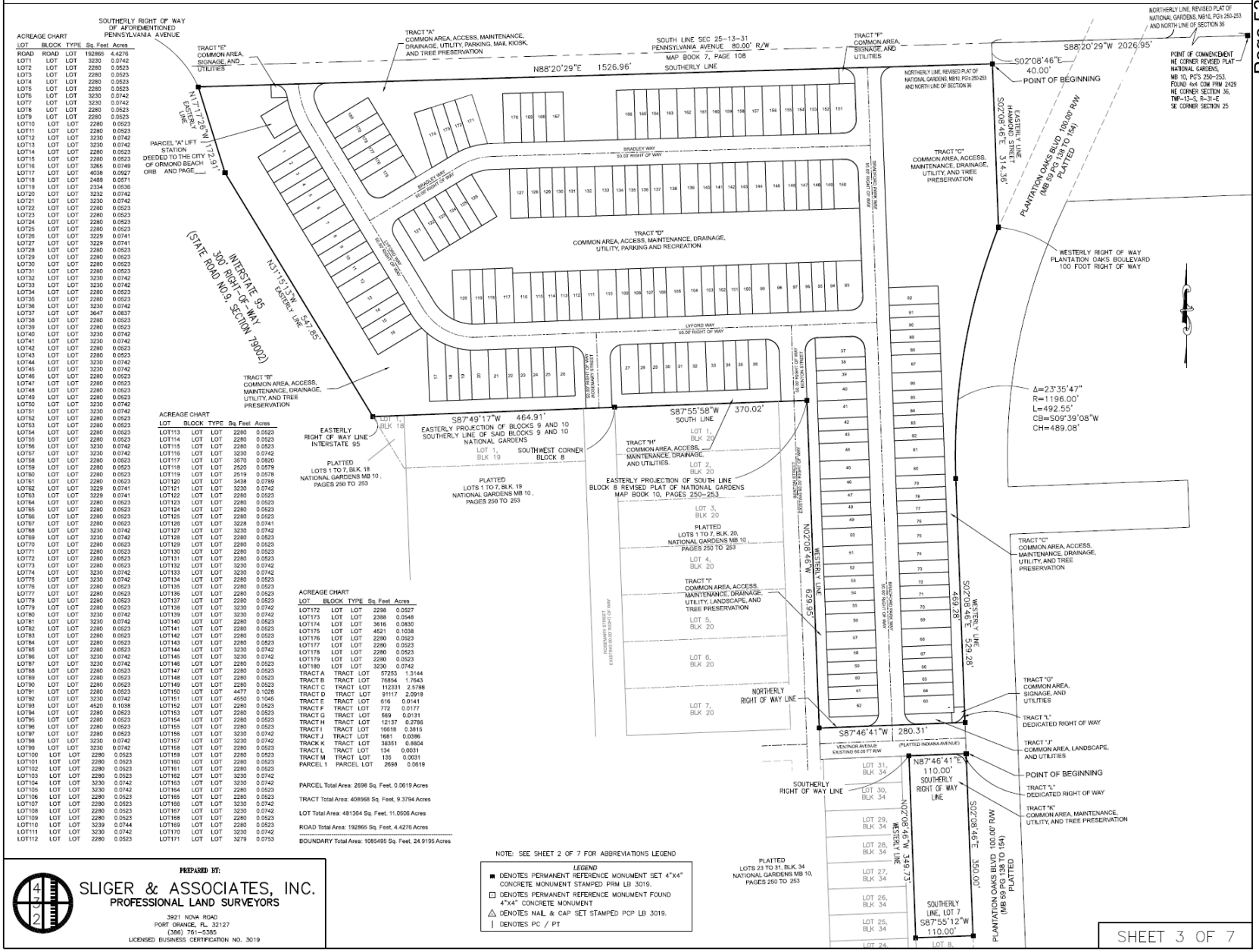
BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	LOT	192865	4.4276
LOT1	LOT	LOT	3230	0.0742
LOT2	LOT	LOT	2280	0.0523
LOT3	LOT	LOT	2280	0.0523
LOT4	LOT	LOT	2280	0.0523
LOT5	LOT	LOT	2280	0.0523
LOT6	LOT	LOT	3230	0.0742
LOT7	LOT	LOT	3230	0.0742
LOT8	LOT	LOT	2280	0.0523
LOT9	LOT	LOT	2280	0.0523
LOT10	LOT	LOT	2280	0.0523
LOT11	LOT	LOT	2280	0.0523
LOT12	LOT	LOT	3230	0.0742
LOT13	LOT	LOT	3230	0.0742
LOT14	LOT	LOT	2280	0.0523
LOT15	LOT	LOT	2280	0.0523
LOT16	LOT	LOT	3265	0.0749
LOT17	LOT	LOT	4038	0.0927
LOT18	LOT	LOT	2488	0.0571
LOT19	LOT	LOT	2334	0.0536
LOT20	LOT	LOT	3232	0.0742
LOT21	LOT	LOT	3230	0.0742
LOT22	LOT	LOT	2280	0.0523
LOT23	LOT	LOT	2280	0.0523
LOT24	LOT	LOT	2280	0.0523
LOT25	LOT	LOT	2280	0.0523
LOT26	LOT	LOT	3229	0.0741
LOT27	LOT	LOT	3229	0.0741
LOT28	LOT	LOT	2280	0.0523
LOT29	LOT	LOT	2280	0.0523
LOT30	LOT	LOT	2280	0.0523
LOT31	LOT	LOT	2280	0.0523
LOT32	LOT	LOT	3230	0.0742
LOT33	LOT	LOT	3230	0.0742
LOT34	LOT	LOT	2280	0.0523
LOT35	LOT	LOT	2280	0.0523
LOT36	LOT	LOT	3230	0.0742
LOT37	LOT	LOT	3647	0.0837
LOT38	LOT	LOT	2280	0.0523
LOT39	LOT	LOT	2280	0.0523
LOT40	LOT	LOT	3230	0.0742
LOT41	LOT	LOT	3230	0.0742
LOT42	LOT	LOT	2280	0.0523
LOT43	LOT	LOT	2280	0.0523
LOT44	LOT	LOT	3230	0.0742
LOT45	LOT	LOT	3230	0.0742
LOT46	LOT	LOT	2280	0.0523
LOT47	LOT	LOT	2280	0.0523
LOT48	LOT	LOT	2280	0.0523
LOT49	LOT	LOT	2280	0.0523
LOT50	LOT	LOT	3230	0.0742
LOT51	LOT	LOT	3230	0.0742
LOT52	LOT	LOT	2280	0.0523
LOT53	LOT	LOT	2280	0.0523
LOT54	LOT	LOT	2280	0.0523
LOT55	LOT	LOT	2280	0.0523
LOT56	LOT	LOT	3230	0.0742
LOT57	LOT	LOT	3230	0.0742
LOT58	LOT	LOT	2280	0.0523
LOT59	LOT	LOT	2280	0.0523
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LOT61	LOT	LOT	2280	0.0523
LOT62	LOT	LOT	3229	0.0741
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LOT86	LOT	LOT	3230	0.0742
LOT87	LOT	LOT	3230	0.0742
LOT88	LOT	LOT	2280	0.0523
LOT89	LOT	LOT	2280	0.0523
LOT90	LOT	LOT	2280	0.0523
LOT91	LOT	LOT	2280	0.0523
LOT92	LOT	LOT	3230	0.0742
LOT93	LOT	LOT	4520	0.1038
LOT94	LOT	LOT	2280	0.0523
LOT95	LOT	LOT	2280	0.0523
LOT96	LOT	LOT	2280	0.0523
LOT97	LOT	LOT	2280	0.0523
LOT98	LOT	LOT	3230	0.0742
LOT99	LOT	LOT	3230	0.0742
LOT100	LOT	LOT	2280	0.0523
LOT101	LOT	LOT	2280	0.0523
LOT102	LOT	LOT	2280	0.0523
LOT103	LOT	LOT	2280	0.0523
LOT104	LOT	LOT	3230	0.0742
LOT105	LOT	LOT	3230	0.0742
LOT106	LOT	LOT	2280	0.0523
LOT107	LOT	LOT	2280	0.0523
LOT108	LOT	LOT	2280	0.0523
LOT109	LOT	LOT	2280	0.0523
LOT110	LOT	LOT	3239	0.0744
LOT111	LOT	LOT	3230	0.0742
LOT112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT113	LOT	LOT	2280	0.0523
LOT114	LOT	LOT	2280	0.0523
LOT115	LOT	LOT	2280	0.0523
LOT116	LOT	LOT	3230	0.0742
LOT117	LOT	LOT	3570	0.0820
LOT118	LOT	LOT	2520	0.0579
LOT119	LOT	LOT	2519	0.0578
LOT120	LOT	LOT	3438	0.0789
LOT121	LOT	LOT	3230	0.0742
LOT122	LOT	LOT	2280	0.0523
LOT123	LOT	LOT	2280	0.0523
LOT124	LOT	LOT	2280	0.0523
LOT125	LOT	LOT	2280	0.0523
LOT126	LOT	LOT	3228	0.0741
LOT127	LOT	LOT	3230	0.0742
LOT128	LOT	LOT	2280	0.0523
LOT129	LOT	LOT	2280	0.0523
LOT130	LOT	LOT	2280	0.0523
LOT131	LOT	LOT	2280	0.0523
LOT132	LOT	LOT	3230	0.0742
LOT133	LOT	LOT	3230	0.0742
LOT134	LOT	LOT	2280	0.0523
LOT135	LOT	LOT	2280	0.0523
LOT136	LOT	LOT	2280	0.0523
LOT137	LOT	LOT	2280	0.0523
LOT138	LOT	LOT	3230	0.0742
LOT139	LOT	LOT	3230	0.0742
LOT140	LOT	LOT	2280	0.0523
LOT141	LOT	LOT	2280	0.0523
LOT142	LOT	LOT	2280	0.0523
LOT143	LOT	LOT	2280	0.0523
LOT144	LOT	LOT	3230	0.0742
LOT145	LOT	LOT	3230	0.0742
LOT146	LOT	LOT	2280	0.0523
LOT147	LOT	LOT	2280	0.0523
LOT148	LOT	LOT	2280	0.0523
LOT149	LOT	LOT	2280	0.0523
LOT150	LOT	LOT	4477	0.1028
LOT151	LOT	LOT	4550	0.1045
LOT152	LOT	LOT	2280	0.0523
LOT153	LOT	LOT	2280	0.0523
LOT154	LOT	LOT	2280	0.0523
LOT155	LOT	LOT	2280	0.0523
LOT156	LOT	LOT	2280	0.0523
LOT157	LOT	LOT	3230	0.0742
LOT158	LOT	LOT	2280	0.0523
LOT159	LOT	LOT	2280	0.0523
LOT160	LOT	LOT	2280	0.0523
LOT161	LOT	LOT	2280	0.0523
LOT162	LOT	LOT	3230	0.0742
LOT163	LOT	LOT	3230	0.0742
LOT164	LOT	LOT	2280	0.0523
LOT165	LOT	LOT	2280	0.0523
LOT166	LOT	LOT	3230	0.0742
LOT167	LOT	LOT	3230	0.0742
LOT168	LOT	LOT	2280	0.0523
LOT169	LOT	LOT	2280	0.0523
LOT170	LOT	LOT	3230	0.0742
LOT171	LOT	LOT	3279	0.0753

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT172	LOT	LOT	2298	0.0527
LOT173	LOT	LOT	2386	0.0548
LOT174	LOT	LOT	3616	0.0830
LOT175	LOT	LOT	4521	0.1038
LOT176	LOT	LOT	2280	0.0523
LOT177	LOT	LOT	2280	0.0523
LOT178	LOT	LOT	2280	0.0523
LOT179	LOT	LOT	2280	0.0523
LOT180	LOT	LOT	3230	0.0742
TRACT A	TRACT	LOT	57253	1.3144
TRACT B	TRACT	LOT	76854	1.7643
TRACT C	TRACT	LOT	112331	2.5788
TRACT D	TRACT	LOT	91117	2.0918
TRACT E	TRACT	LOT	616	0.0141
TRACT F	TRACT	LOT	772	0.0177
TRACT G	TRACT	LOT	569	0.0131
TRACT H	TRACT	LOT	12137	0.2786
TRACT I	TRACT	LOT	16618	0.3815
TRACT J	TRACT	LOT	1681	0.0386
TRACK K	TRACT	LOT	36351	0.8804
TRACT L	TRACT	LOT	134	0.0031
TRACT M	TRACT	LOT	135	0.0031
PARCEL 1	PARCEL	LOT	2698	0.0619

PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres

TRACT Total Area: 408568 Sq. Feet, 9.3794 Acres

LOT Total Area: 481364 Sq. Feet, 11.0506 Acres

ROAD Total Area: 192865 Sq. Feet, 4.4276 Acres

BOUNDARY Total Area: 1085495 Sq. Feet, 24.9195 Acres

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

PENNSYLVANIA AVENUE 80.00' R/W
PLATTED

MAP BOOK 7, PAGE 108

N88°20'29"E 1526.96'

BRADLEY WAY
50.00' RIGHT OF WAY

N88°20'29"E 677.97'

S88°20'29"W 677.12'

N88°20'29"E 727.55'

S88°20'29"W 677.12'

N88°20'29"E 670.91'

BRADFORD PARK WAY
50.00' RIGHT OF WAY

50.00' RIGHT OF WAY
ROSEMARY STREET

50.00' RIGHT OF WAY
BENTON STREET

LYFORD WAY
50.00' RIGHT OF WAY

PLANTATION OAKS BLVD
100' R/W (MB 59 PG 138 TO 154)
PLATTED

MATCHLINE (SHEET 5)

MATCHLINE (SHEET 4)

MATCHLINE (SHEET 6)

MATCHLINE (SHEET 4)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C25	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C26	25.00'	5.03'	5.03'	S 86°34'37" E	11°32'13"
C27	25.00'	34.24'	31.64'	S 41°22'54" E	78°31'12"
C28	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C29	25.00'	5.03'	5.03'	N 78°27'47" E	11°32'13"
C30	25.00'	34.24'	31.64'	N 41°22'54" E	78°31'12"
C31	25.00'	39.27'	35.36'	N 47°04'02" E	90°00'00"
C32	25.00'	39.27'	35.36'	N 42°55'58" E	90°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C33	25.00'	5.03'	5.03'	N 81°58'19" E	11°32'13"
C34	25.00'	34.24'	31.64'	S 45°05'51" W	78°31'12"
C35	25.00'	39.27'	35.36'	S 42°55'58" E	90°00'00"
C36	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C37	25.00'	39.27'	35.36'	S 42°55'58" E	90°00'00"
C38	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C39	25.00'	39.27'	35.36'	S 42°55'58" E	90°00'00"
C40	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C41	25.00'	39.27'	35.36'	S 42°55'58" E	90°00'00"
C42	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C43	25.00'	39.27'	35.36'	S 42°55'58" E	90°00'00"
C44	25.00'	39.48'	35.51'	S 47°05'51" W	90°29'15"
C45	25.00'	39.06'	35.20'	S 46°54'09" E	89°30'45"
C46	25.00'	39.48'	35.51'	S 47°05'51" W	90°29'15"
C47	25.00'	39.48'	35.51'	S 42°23'36" W	90°29'15"
C48	25.00'	39.30'	35.38'	S 47°06'24" E	90°04'44"
C49	25.00'	39.30'	35.38'	S 42°53'36" W	90°04'44"

LINE	BEARING	DISTANCE
L3	N01°39'31"W	30.00'
L4	S88°20'29"W	30.00'

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT WITH DISK
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3931 NOMA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

PREPARED BY:

SHEET 4 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 756-5552
LICENSED BUSINESS CERTIFICATION NO. 3019

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

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□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED POP LB 3019
| DENOTES PC / PT
——— CENTERLINE OF ROAD

LINE	BEARING	DISTANCE
L1	N00°39'31"W	24.00'
L2	S88°20'29"W	30.30'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	35.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	3.68'	3.68'	S 01°28'45" W	01°03'12"
C3	200.00'	5.68'	5.68'	N 01°28'45" E	01°37'52"
C4	200.00'	51.16'	51.02'	N 19°48'07" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 28°11'27" W	04°07'32"
C6	200.00'	64.29'	63.97'	N 37°26'14" E	18°24'59"
C7	200.00'	37.99'	37.89'	N 23°59'31" W	10°52'57"
C8	150.00'	37.99'	37.89'	N 23°59'31" W	14°30'45"
C9	25.00'	45.85'	39.69'	N 35°46'00" E	105°04'57"
C10	25.00'	39.27'	35.36'	N 54°15'13" W	90°00'00"
C11	25.00'	0.81'	0.81'	N 37°48'46" E	01°52'02"
C12	25.00'	0.81'	0.81'	N 37°48'46" E	01°52'02"
C13	130.00'	30.89'	30.81'	N 33°37'02" W	13°36'37"
C14	130.00'	43.14'	43.00'	N 48°31'23" W	19°00'43"
C15	130.00'	43.14'	43.00'	N 67°32'06" W	19°00'43"
C16	130.00'	25.61'	25.58'	N 77°37'56" W	11°17'26"
C17	130.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	130.00'	14.80'	14.80'	S 81°42'58" E	06°31'40"
C19	114.00'	121.22'	115.50'	S 61°42'58" E	60°55'30"
C20	89.00'	94.64'	90.24'	S 61°42'58" E	60°55'30"
C21	89.00'	94.64'	90.24'	N 61°42'58" W	60°55'30"
C22	89.00'	35.93'	35.69'	N 78°18'00" W	23°07'31"
C23	89.00'	58.71'	57.66'	N 43°56'45" W	37°47'59"
C24	89.00'	6.87'	6.87'	N 89°58'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	0.92'	0.92'	S 41°27'54" E	2°06'13"
C27	25.00'	34.36'	31.84'	S 87°31'35" E	78°47'12"
C28	150.00'	24.04'	24.01'	N 70°22'23" E	09°10'54"
C29	150.00'	34.56'	34.48'	N 81°33'35" E	13°11'31"
C30	150.00'	77.48'	76.62'	S 68°13'38" E	29°35'42"
C31	150.00'	64.57'	63.86'	S 83°49'17" E	29°35'42"
C32	150.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C33	100.00'	41.63'	41.32'	N 73°32'38" E	23°51'40"
C34	100.00'	41.63'	41.32'	N 49°40'57" E	23°51'40"
C35	150.00'	11.45'	11.45'	S 60°56'00" W	04°22'26"

= TREE PRESERVATION AREA

SHEET 5 OF 7

BRADFORD PARK

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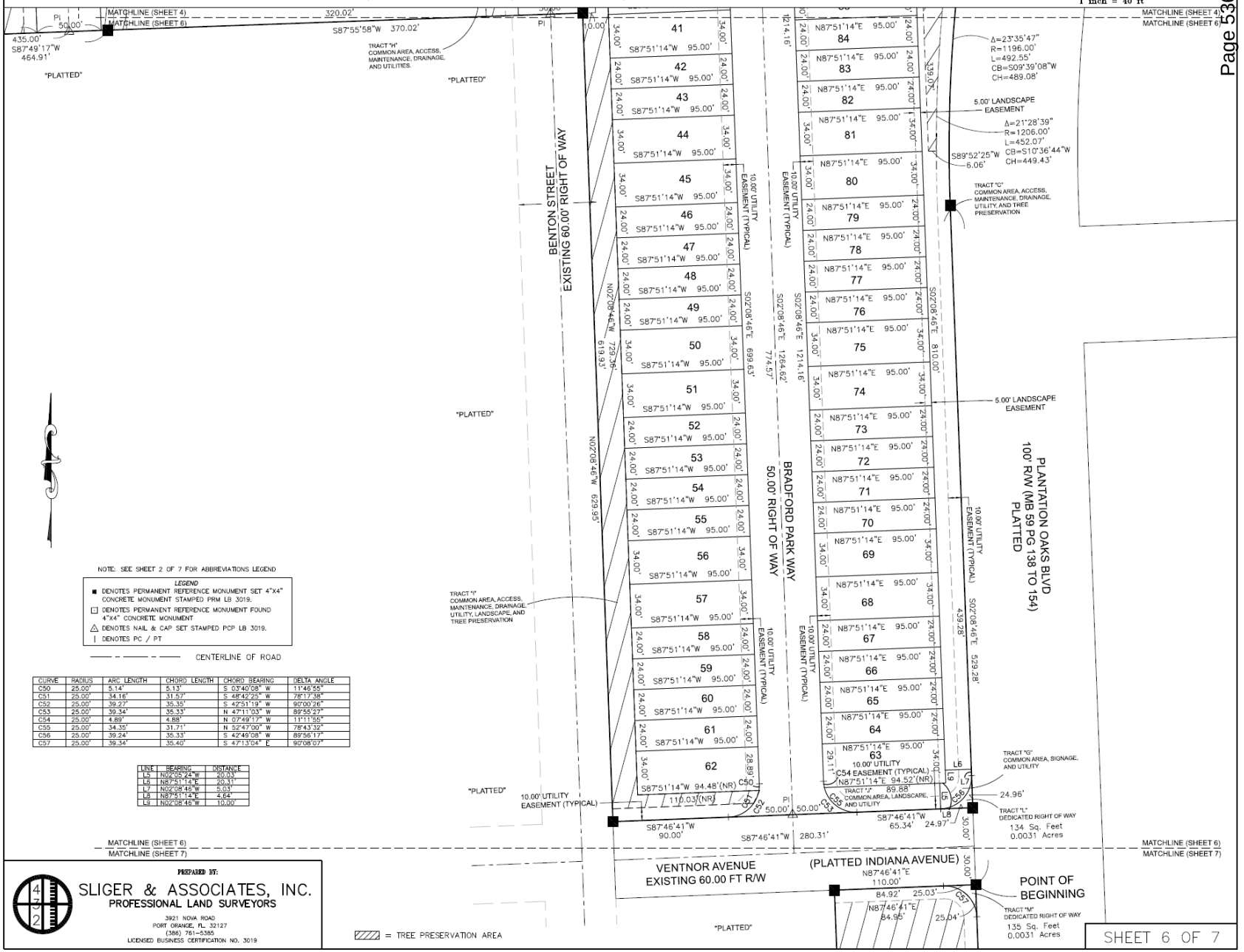
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

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- | DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.14'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'38"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'56"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'17"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

LINE	BEARING	DISTANCE
L5	N02°05'24"W	20.03'
L6	N87°51'14"E	20.31'
L7	N02°08'46"W	5.03'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

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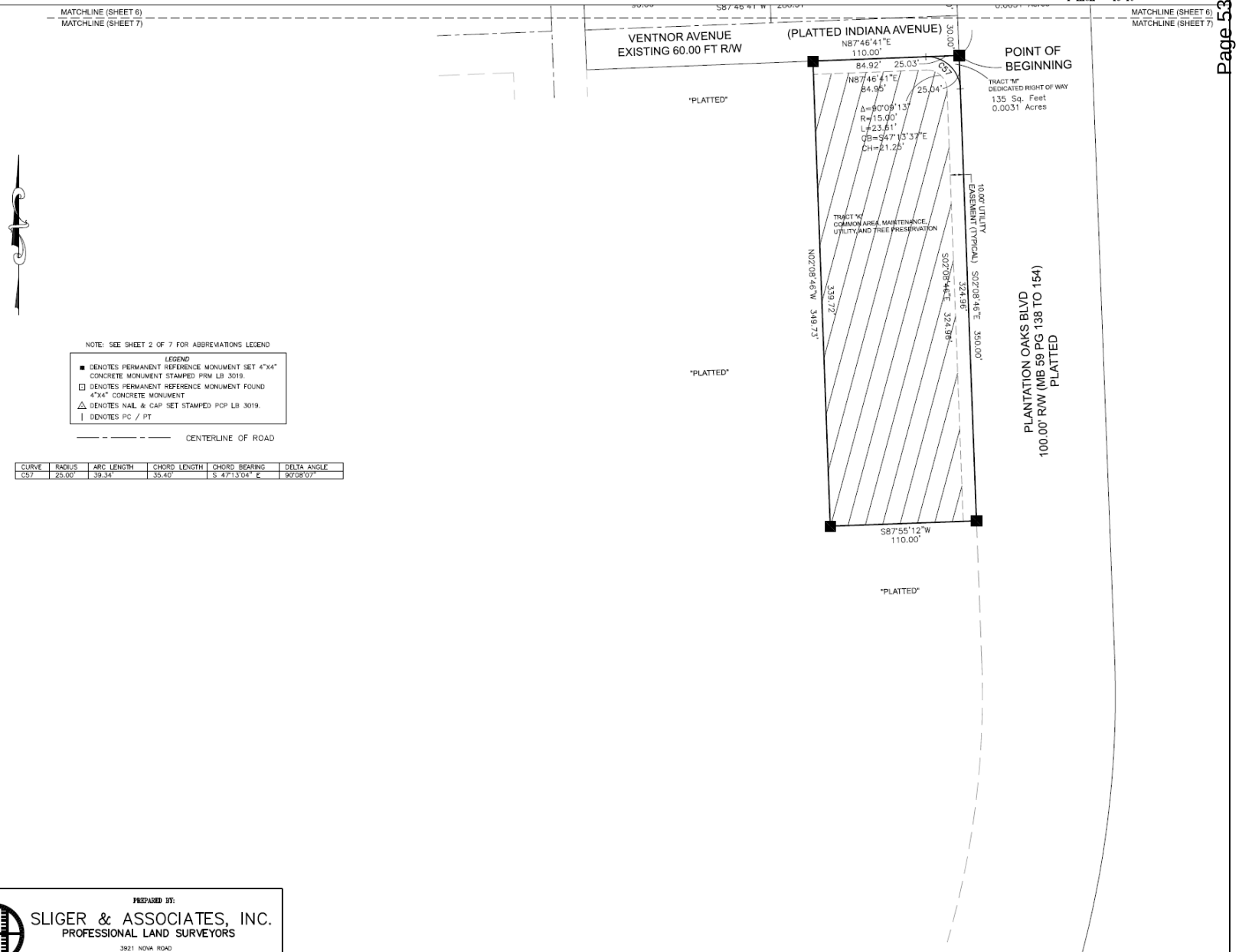

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

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- | DENOTES PC / PT

—— – —— – —— CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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▨ = TREE PRESERVATION AREA

PLANNING BOARD STAFF REPORT

Bradford Park Final Plat

Project Number: PZ 24-00000072

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATE:	September 18, 2024 (first reading) and October 2, 2024 (second reading)
APPLICANT:	Meritage Homes of Florida, Inc.
LOCATION:	Bradford Park is located south of the Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. The subdivision includes Volusia County Parcel Identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A
REQUEST:	Final plat approval for 180 townhomes on 24.92 acres.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. The subdivision includes Volusia County Parcel Identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A.

SECTION 2, BACKGROUND:

The land area for the Bradford Park subdivision was combined over time and is outside the Plantation Oaks Planned Residential Development. The applicant is also developing Bradford Lakes, Phase 4 of the Plantation Oaks subdivision consisting of 80 single-family houses. Bradford Lakes and Bradford Park will share some common infrastructure, such as the sewer lift station, the proposed Pennsylvania Avenue roadway to be constructed, and park amenities.

Past city actions have included:

EXHIBIT 1: Past Ormond Beach zoning actions

Action	Ordinance	Date
Land Use (13.13 acres from "Low Intensity Commercial" to "Medium Density Residential")	Ordinance 2023-07	January 24, 2023
Zoning (13.13 acres from B-7 (Highway Tourist Commercial) to R-4, Single-Family Cluster and Townhouse)	Ordinance 2023-13	February 21, 2023
Annexation	Ordinance 2023-44	August 15, 2023
Benton Street, ROW vacation	Ordinance 2023-51	November 7, 2023
Hammond Street, ROW vacation	Ordinance 2023-52	November 7, 2023
Rosemary Street, ROW vacation	Ordinance 2023-53	November 7, 2023

The preliminary plat for the Bradford Park subdivision was reviewed by the Planning Board on January 11, 2024, and approved by the City Commission on February 20, 2024, with resolution 2024-28. The subdivision obtained a site engineering permit to construct subdivision improvements on May 8, 2024.

SECTION 3, ANALYSIS:

The site is designated “Medium Density Residential” (MDR) on the city’s Future Land Use Map and is zoned R-4, Single-Family Cluster and Townhouse. The following table shows the surrounding land uses and zoning:

EXHIBIT 2: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks, Bradford Lakes and vacant lot	“Low Density Residential”	PRD, Planned Residential Development & R-3, Single-Family Medium Density
South	Vacant land	“Low Intensity Commercial”	B-7, Highway Tourist Commercial
East	RidgeHaven (across Plantation Oaks Boulevard)	“Low Density Residential”	PRD, Planned Residential Development
West	I-95	N/A	N/A

Key aspects of the Bradford Park subdivision include:

1. 180 townhouse units are proposed on 24.92 acres.
2. The proposed density is 7.22 units per acre.
3. Subdivision abuts Interstate 95.
4. The project has been designed to the conditional use criteria within Section 2-57 of the Land Development Code for townhouse development. These criteria contains specific dimension standards, setbacks, and design standards.
5. The project has an approved St. Johns River Water Management District (SJRWMD) permit. Section 3-21(a)(3)(a) of the Land Development Code states, “The SJRWMD or DEP permit approving wetland boundaries, impacts, and required mitigation shall be acceptable to the city to meet the wetland requirements of this section.”
6. A Traffic Impact Analysis was performed with the preliminary plat. A third-party independent traffic engineer employed by the city has reviewed and accepted the traffic study.
7. The project will construct Pennsylvania Avenue, providing access to Bradford Park and Bradford Lakes.
8. The project will construct a portion of Ventnor Avenue to access Bradford Park. Ventnor Avenue has been designed to avoid an existing 45-inch oak tree.
9. The project complies with the required natural preservation and includes natural areas abutting Interstate 95 and the land area south of Ventnor Avenue.
10. A public lift station, serving both Bradford Park and Bradford Lakes, is proposed in the project area.

11. The project has two parking areas and a dog-walking area and will share recreation amenities with the Bradford Lakes development.

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 project did not seek a planned development and developed under the zoning designation of R-4, Single-Family Cluster, and Townhouse zoning district (see ATTACHMENT 4). The proposed final plat is consistent with the R-4, Single-Family Cluster, and Townhouse zoning district.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved by 2024-28, 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 it 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:

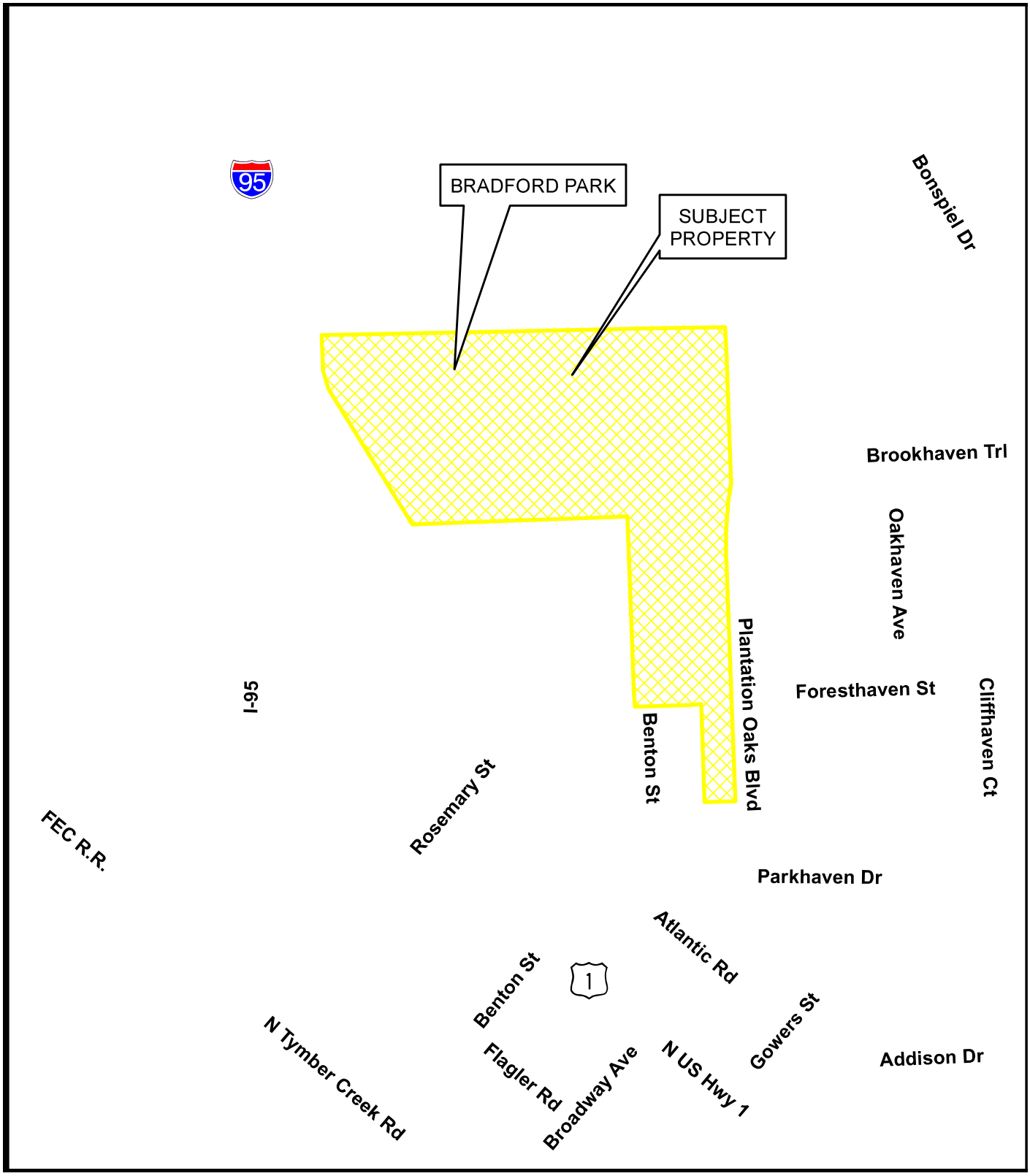
It is recommended that the Planning Board **APPROVE** the final plat for Bradford Park, which consists of 180 townhouse lots on 24.92 acres. The final plat is consistent with the R-4, Single-Family Cluster, and Townhouse zoning district.

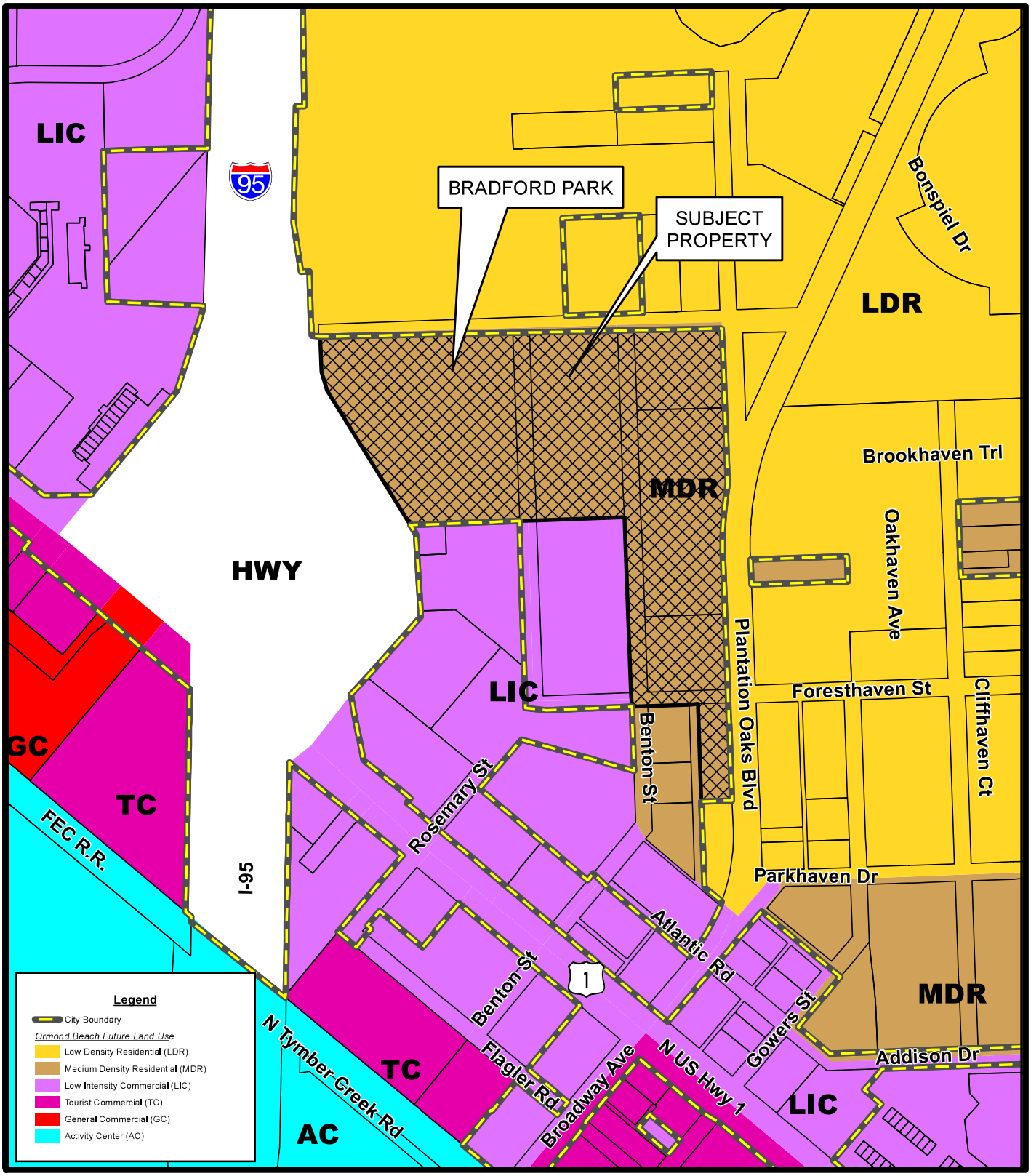
Attachments:

Attachment 1: Project maps
Attachment 2: Preliminary plat, Resolution 2024-28
Attachment 3: Final plat
Attachment 4: R-4, Single-Family Cluster and Townhouse zoning district

ATTACHMENT 1

Project Maps


95
BRADFORD PARK
SUBJECT PROPERTY
Bonspiel Dr
Brookhaven Trl
Oakhaven Ave
Plantation Oaks Blvd
Foresthaven St
Cliffhaven Ct
I-95
Benton St
Rosemary St
FEC R.R.
Parkhaven Dr
Atlantic Rd
Benton St
1
Gowers St
N Tymber Creek Rd
Flagler Rd
Broadway Ave
N US Hwy 1
Addison Dr



FUTURE LAND USE MAP
BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023

N
W E
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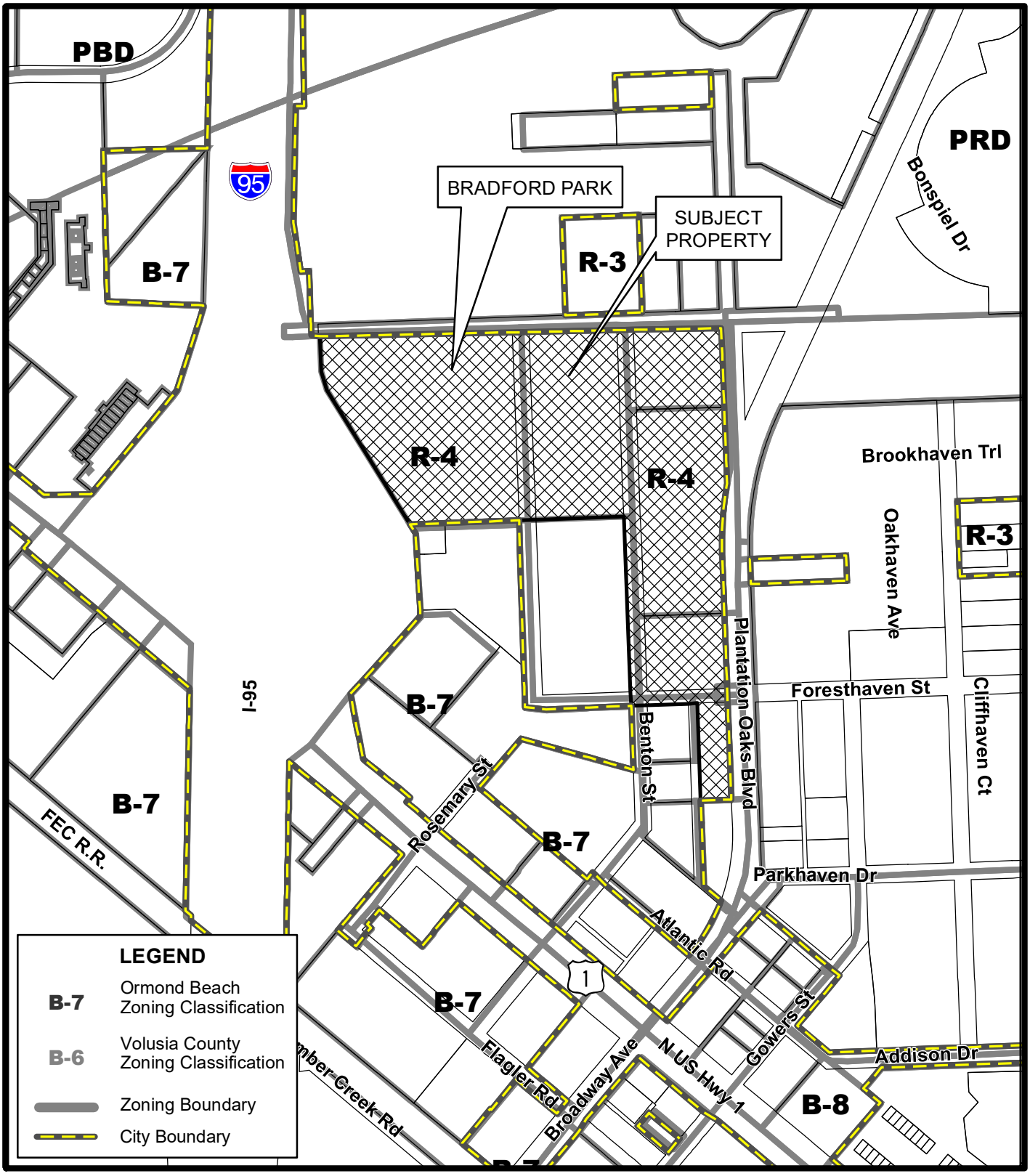
N.T.S.



ZONING MAP
BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023

N
W E
S
N.T.S.

ATTACHMENT 2

Preliminary Plat, Resolution 2024-28

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "BRADFORD PARK" TOWNHOUSE SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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, are the owners (the "Property Owners") of six (6) parcels of real property (Volusia County parcel identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A) and have submitted the preliminary plat for the "Bradford Park" townhouse subdivision, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of 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 180-lot townhouse preliminary plat for the "Bradford Park" 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 R-4, Single-Family Cluster and Townhouse Zoning District.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **February 20, 2026**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Bradford Park" subdivision.

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

[Remainder of page intentionally left blank]

APPROVED AND AUTHENTICATED, this 20th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2024\02-20-24\24-28 BRADFORD PARK, PRELIMINARY PLAT (P24-0013G).DOCX\

EXHIBIT "A"
Page 1 of 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

BRADFORD PARK DESCRIPTION: (8-31-23)

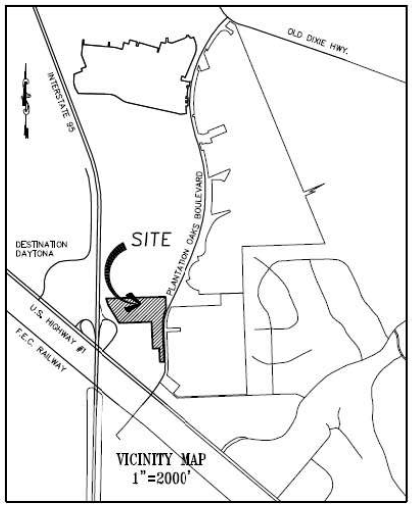
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46'E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

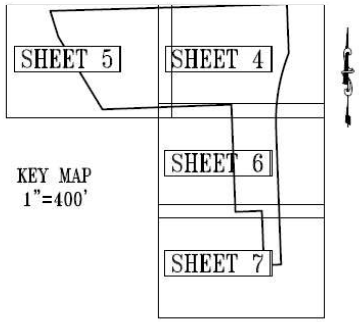
AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46'E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46', A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY OF INDIANA AVENUE (A 60.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PLANTATION OAKS BOULEVARD S02°08'46', A DISTANCE OF 350.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12'W, A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46'W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41'E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES



VICINITY MAP
1"=2000'



KEY MAP
1"=400'

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEETS
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGE LAND HOLDINGS, LLC AND RCM PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C, ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, RIDGE LAND HOLDINGS, LLC AND RCM PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2023 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
WITNESS

_____
RICHARD MAUGERI,
RIDGE LAND HOLDINGS, LLC – MEMBER
RCM PROPERTIES, LLC – PRESIDENT

_____
WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____ 2023, BY RICHARD MAUGERI, AS MEMBER OF RIDGE LAND HOLDINGS, LLC AND PRESIDENT OF RCM PROPERTIES, LLC.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2023.
CITY REGISTERED
SURVEYOR

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 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

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

MAP BOOK:__ PAGE:__

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD PARK HOMEOWNERS ASSOCIATION, INC., BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD PARK HOMEOWNERS' ASSOCIATION INC. RECORDED IN O.R. BOOK _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. 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.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO IMPROVEMENTS INCLUDING FENCES ARE ALLOWED IN THE LANDSCAPE EASEMENT AT THE REAR OF LOTS 63–82.

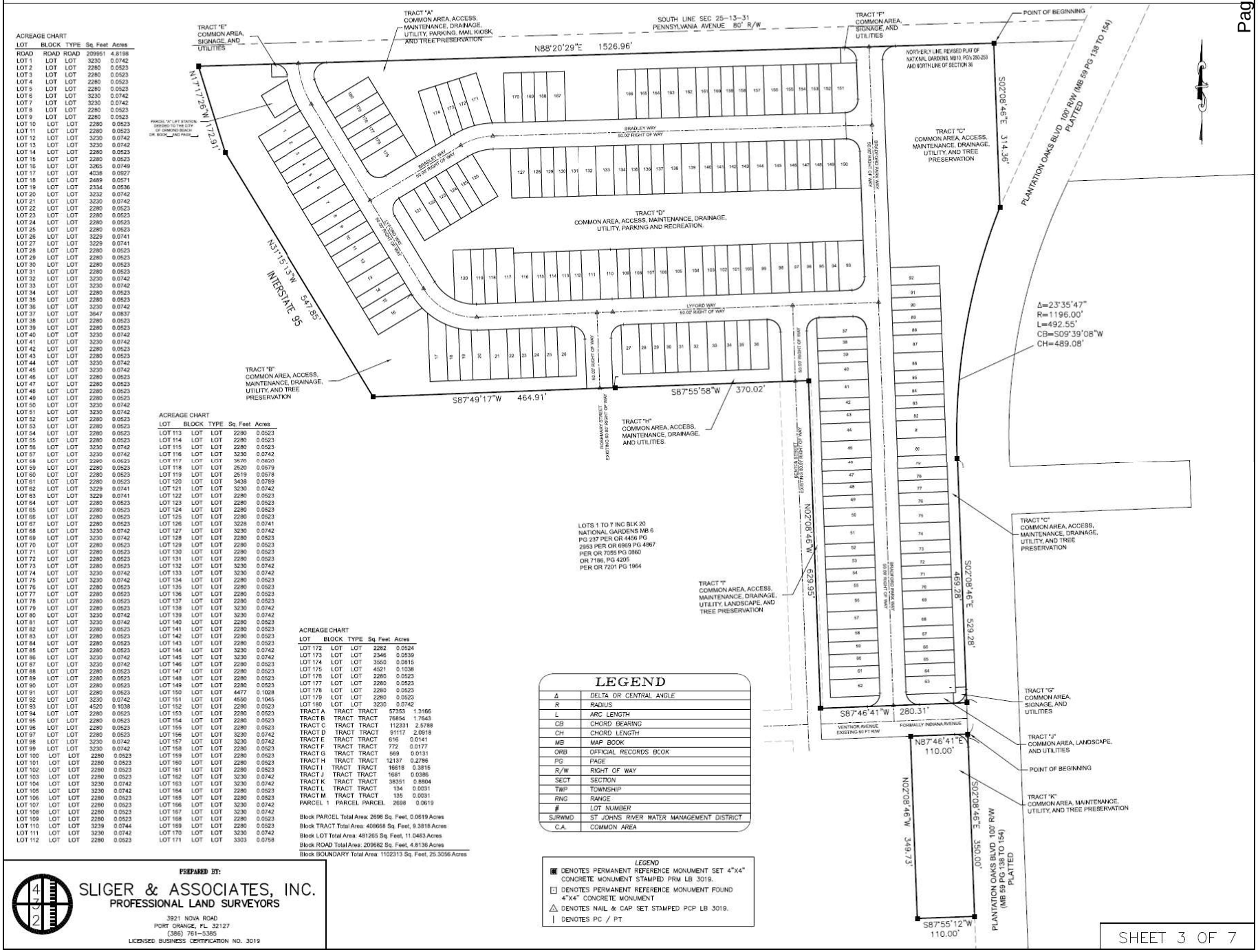
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	ROAD	209661	4.8136
LOT 1	LOT	LOT	3230	0.0742
LOT 2	LOT	LOT	2280	0.0523
LOT 3	LOT	LOT	2280	0.0523
LOT 4	LOT	LOT	2280	0.0523
LOT 5	LOT	LOT	2280	0.0523
LOT 6	LOT	LOT	3230	0.0742
LOT 7	LOT	LOT	3230	0.0742
LOT 8	LOT	LOT	2280	0.0523
LOT 9	LOT	LOT	2280	0.0523
LOT 10	LOT	LOT	2280	0.0523
LOT 11	LOT	LOT	2280	0.0523
LOT 12	LOT	LOT	3230	0.0742
LOT 13	LOT	LOT	3230	0.0742
LOT 14	LOT	LOT	2280	0.0523
LOT 15	LOT	LOT	2280	0.0523
LOT 16	LOT	LOT	3265	0.0749
LOT 17	LOT	LOT	4038	0.0927
LOT 18	LOT	LOT	2489	0.0571
LOT 19	LOT	LOT	2334	0.0536
LOT 20	LOT	LOT	3232	0.0742
LOT 21	LOT	LOT	3230	0.0742
LOT 22	LOT	LOT	2280	0.0523
LOT 23	LOT	LOT	2280	0.0523
LOT 24	LOT	LOT	2280	0.0523
LOT 25	LOT	LOT	2280	0.0523
LOT 26	LOT	LOT	3229	0.0741
LOT 27	LOT	LOT	3229	0.0741
LOT 28	LOT	LOT	2280	0.0523
LOT 29	LOT	LOT	2280	0.0523
LOT 30	LOT	LOT	2280	0.0523
LOT 31	LOT	LOT	2280	0.0523
LOT 32	LOT	LOT	3230	0.0742
LOT 33	LOT	LOT	3230	0.0742
LOT 34	LOT	LOT	2280	0.0523
LOT 35	LOT	LOT	2280	0.0523
LOT 36	LOT	LOT	3230	0.0742
LOT 37	LOT	LOT	3647	0.0837
LOT 38	LOT	LOT	2280	0.0523
LOT 39	LOT	LOT	2280	0.0523
LOT 40	LOT	LOT	3230	0.0742
LOT 41	LOT	LOT	3230	0.0742
LOT 42	LOT	LOT	2280	0.0523
LOT 43	LOT	LOT	2280	0.0523
LOT 44	LOT	LOT	3230	0.0742
LOT 45	LOT	LOT	3230	0.0742
LOT 46	LOT	LOT	2280	0.0523
LOT 47	LOT	LOT	2280	0.0523
LOT 48	LOT	LOT	2280	0.0523
LOT 49	LOT	LOT	2280	0.0523
LOT 50	LOT	LOT	3230	0.0742
LOT 51	LOT	LOT	3230	0.0742
LOT 52	LOT	LOT	2280	0.0523
LOT 53	LOT	LOT	2280	0.0523
LOT 54	LOT	LOT	2280	0.0523
LOT 55	LOT	LOT	2280	0.0523
LOT 56	LOT	LOT	3230	0.0742
LOT 57	LOT	LOT	3230	0.0742
LOT 58	LOT	LOT	2280	0.0523
LOT 59	LOT	LOT	2280	0.0523
LOT 60	LOT	LOT	2280	0.0523
LOT 61	LOT	LOT	2280	0.0523
LOT 62	LOT	LOT	3229	0.0741
LOT 63	LOT	LOT	3229	0.0741
LOT 64	LOT	LOT	2280	0.0523
LOT 65	LOT	LOT	2280	0.0523
LOT 66	LOT	LOT	2280	0.0523
LOT 67	LOT	LOT	2280	0.0523
LOT 68	LOT	LOT	3230	0.0742
LOT 69	LOT	LOT	3230	0.0742
LOT 70	LOT	LOT	2280	0.0523
LOT 71	LOT	LOT	2280	0.0523
LOT 72	LOT	LOT	2280	0.0523
LOT 73	LOT	LOT	2280	0.0523
LOT 74	LOT	LOT	3230	0.0742
LOT 75	LOT	LOT	3230	0.0742
LOT 76	LOT	LOT	2280	0.0523
LOT 77	LOT	LOT	2280	0.0523
LOT 78	LOT	LOT	2280	0.0523
LOT 79	LOT	LOT	2280	0.0523
LOT 80	LOT	LOT	3230	0.0742
LOT 81	LOT	LOT	3230	0.0742
LOT 82	LOT	LOT	2280	0.0523
LOT 83	LOT	LOT	2280	0.0523
LOT 84	LOT	LOT	2280	0.0523
LOT 85	LOT	LOT	2280	0.0523
LOT 86	LOT	LOT	3230	0.0742
LOT 87	LOT	LOT	3230	0.0742
LOT 88	LOT	LOT	2280	0.0523
LOT 89	LOT	LOT	2280	0.0523
LOT 90	LOT	LOT	2280	0.0523
LOT 91	LOT	LOT	2280	0.0523
LOT 92	LOT	LOT	3230	0.0742
LOT 93	LOT	LOT	4520	0.1038
LOT 94	LOT	LOT	2280	0.0523
LOT 95	LOT	LOT	2280	0.0523
LOT 96	LOT	LOT	2280	0.0523
LOT 97	LOT	LOT	2280	0.0523
LOT 98	LOT	LOT	3230	0.0742
LOT 99	LOT	LOT	3230	0.0742
LOT 100	LOT	LOT	2280	0.0523
LOT 101	LOT	LOT	2280	0.0523
LOT 102	LOT	LOT	2280	0.0523
LOT 103	LOT	LOT	2280	0.0523
LOT 104	LOT	LOT	3230	0.0742
LOT 105	LOT	LOT	3230	0.0742
LOT 106	LOT	LOT	2280	0.0523
LOT 107	LOT	LOT	2280	0.0523
LOT 108	LOT	LOT	2280	0.0523
LOT 109	LOT	LOT	2280	0.0523
LOT 110	LOT	LOT	3239	0.0744
LOT 111	LOT	LOT	3230	0.0742
LOT 112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT 113	LOT	LOT	2280	0.0523
LOT 114	LOT	LOT	2280	0.0523
LOT 115	LOT	LOT	2280	0.0523
LOT 116	LOT	LOT	3230	0.0742
LOT 117	LOT	LOT	3570	0.0820
LOT 118	LOT	LOT	2520	0.0579
LOT 119	LOT	LOT	2519	0.0578
LOT 120	LOT	LOT	3438	0.0789
LOT 121	LOT	LOT	3230	0.0742
LOT 122	LOT	LOT	2280	0.0523
LOT 123	LOT	LOT	2280	0.0523
LOT 124	LOT	LOT	2280	0.0523
LOT 125	LOT	LOT	2280	0.0523
LOT 126	LOT	LOT	3228	0.0741
LOT 127	LOT	LOT	3230	0.0742
LOT 128	LOT	LOT	2280	0.0523
LOT 129	LOT	LOT	2280	0.0523
LOT 130	LOT	LOT	2280	0.0523
LOT 131	LOT	LOT	2280	0.0523
LOT 132	LOT	LOT	3230	0.0742
LOT 133	LOT	LOT	3230	0.0742
LOT 134	LOT	LOT	2280	0.0523
LOT 135	LOT	LOT	2280	0.0523
LOT 136	LOT	LOT	2280	0.0523
LOT 137	LOT	LOT	2280	0.0523
LOT 138	LOT	LOT	3230	0.0742
LOT 139	LOT	LOT	3230	0.0742
LOT 140	LOT	LOT	2280	0.0523
LOT 141	LOT	LOT	2280	0.0523
LOT 142	LOT	LOT	2280	0.0523
LOT 143	LOT	LOT	2280	0.0523
LOT 144	LOT	LOT	3230	0.0742
LOT 145	LOT	LOT	3230	0.0742
LOT 146	LOT	LOT	2280	0.0523
LOT 147	LOT	LOT	2280	0.0523
LOT 148	LOT	LOT	2280	0.0523
LOT 149	LOT	LOT	2280	0.0523
LOT 150	LOT	LOT	4477	0.1028
LOT 151	LOT	LOT	4550	0.1045
LOT 152	LOT	LOT	2280	0.0523
LOT 153	LOT	LOT	2280	0.0523
LOT 154	LOT	LOT	2280	0.0523
LOT 155	LOT	LOT	2280	0.0523
LOT 156	LOT	LOT	3230	0.0742
LOT 157	LOT	LOT	3230	0.0742
LOT 158	LOT	LOT	2280	0.0523
LOT 159	LOT	LOT	2280	0.0523
LOT 160	LOT	LOT	2280	0.0523
LOT 161	LOT	LOT	2280	0.0523
LOT 162	LOT	LOT	3230	0.0742
LOT 163	LOT	LOT	3230	0.0742
LOT 164	LOT	LOT	2280	0.0523
LOT 165	LOT	LOT	2280	0.0523
LOT 166	LOT	LOT	3230	0.0742
LOT 167	LOT	LOT	3230	0.0742
LOT 168	LOT	LOT	2280	0.0523
LOT 169	LOT	LOT	2280	0.0523
LOT 170	LOT	LOT	3230	0.0742
LOT 171	LOT	LOT	3303	0.0758

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT 172	LOT	LOT	2282	0.0524
LOT 173	LOT	LOT	2346	0.0539
LOT 174	LOT	LOT	3550	0.0815
LOT 175	LOT	LOT	4521	0.1038
LOT 176	LOT	LOT	2280	0.0523
LOT 177	LOT	LOT	2280	0.0523
LOT 178	LOT	LOT	2280	0.0523
LOT 179	LOT	LOT	2280	0.0523
LOT 180	LOT	LOT	3230	0.0742
TRACT A	TRACT	TRACT	57353	1.3166
TRACT B	TRACT	TRACT	76894	1.7649
TRACT C	TRACT	TRACT	112331	2.5788
TRACT D	TRACT	TRACT	91117	2.0918
TRACT E	TRACT	TRACT	616	0.0141
TRACT F	TRACT	TRACT	772	0.0177
TRACT G	TRACT	TRACT	569	0.0131
TRACT H	TRACT	TRACT	12137	0.2786
TRACT I	TRACT	TRACT	16618	0.3815
TRACT J	TRACT	TRACT	1681	0.0386
TRACT K	TRACT	TRACT	38351	0.8804
TRACT L	TRACT	TRACT	134	0.0031
TRACT M	TRACT	TRACT	135	0.0031
PARCEL 1	PARCEL	PARCEL	2698	0.0619

Block PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres
Block TRACT Total Area: 408668 Sq. Feet, 9.3818 Acres
Block LOT Total Area: 481265 Sq. Feet, 11.0463 Acres
Block ROAD Total Area: 209682 Sq. Feet, 4.8136 Acres
Block BOUNDARY Total Area: 1102313 Sq. Feet, 25.3056 Acres

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
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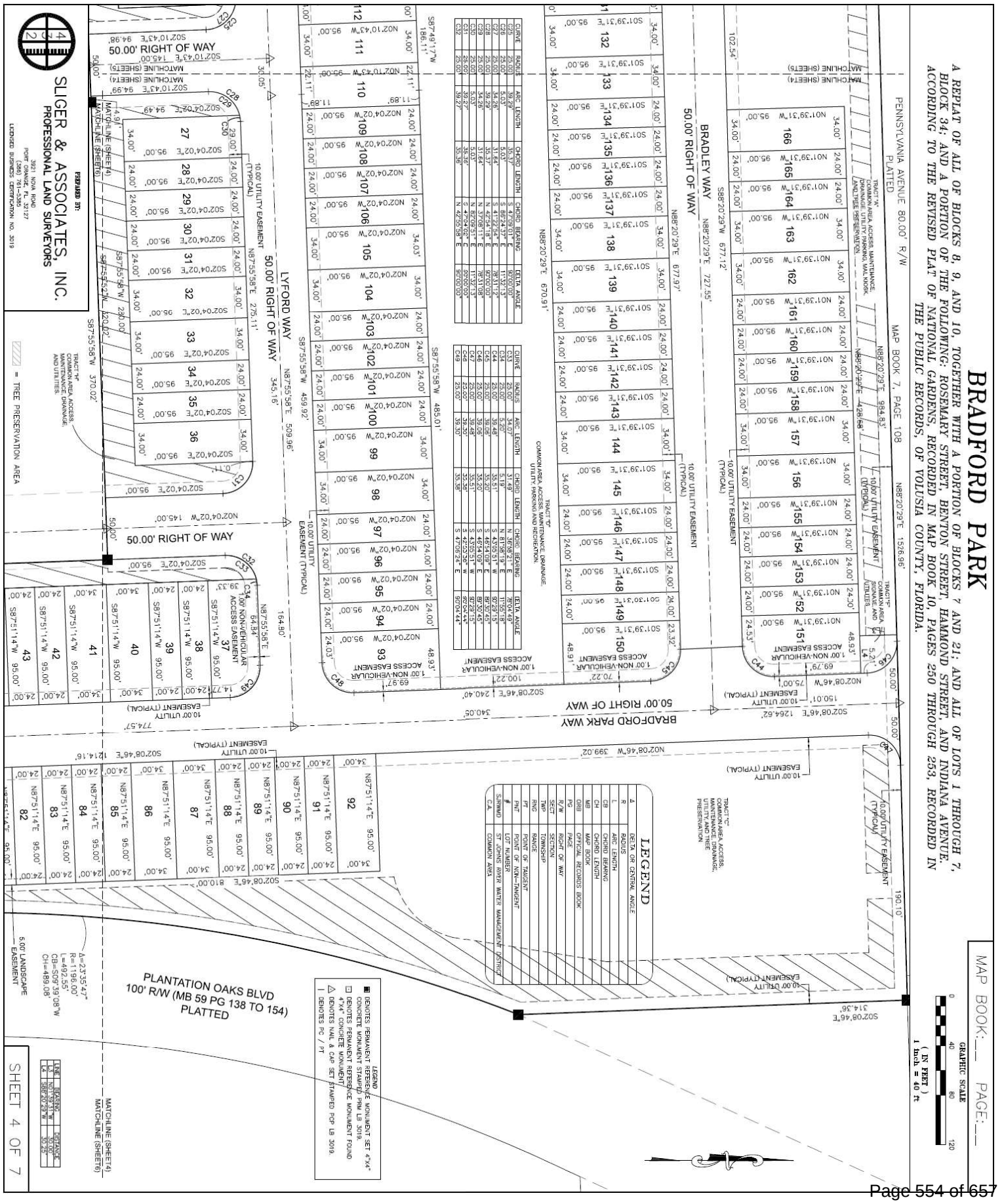
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019


BRADFORD PARK
A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.
MAP BOOK: __ PAGE: __
PENNSYLVANIA AVENUE 80.00' R/W PLATTED
MAP BOOK 7, PAGE 108
BRADLEY WAY 50.00' RIGHT OF WAY
LYFORD WAY 50.00' RIGHT OF WAY
BRADFORD PARK WAY 50.00' RIGHT OF WAY
50.00' RIGHT OF WAY
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154) PLATTED
TRACT 'A' COMMON AREA, ACCESS, MAINTENANCE, UTILITY, PARKING, MAIL KIOSK, LANDSCAPE, DRAINAGE, AND TREE PRESERVATION
TRACT 'B' COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITIES, AND RECREATION
TRACT 'C' COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITIES, AND TREE PRESERVATION
TRACT 'D' COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES
TRACT 'H' COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES
= TREE PRESERVATION AREA
LEGEND
R = RADIUS OR CENTRAL ANGLE
L = ARC LENGTH
CB = CHORD BEARING
CH = CHORD LENGTH
MB = MAP BOOK
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
R/W = RIGHT OF WAY
SEC'T = SECTION
TWP = TOWNSHIP
RNG = RANGE
PT = POINT OF TANGENT
PNT = POINT OF NON-TANGENT
# = LOT NUMBER
SJRWMD = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. = COMMON AREA
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-1565
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
MATCHLINE (SHEET4)
MATCHLINE (SHEET6)
SHEET 4 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	35.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	3.66'	3.66'	N 10°29'40" W	01°02'52"
C3	200.00'	5.08'	5.08'	N 11°44'45" W	01°27'18"
C4	200.00'	51.16'	51.02'	N 19°48'02" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 29°11'27" W	04°07'32"
C6	200.00'	74.29'	73.87'	S 20°36'44" E	21°16'59"
C7	175.00'	82.86'	82.09'	S 17°41'19" E	27°07'49"
C8	150.00'	37.99'	37.89'	N 23°59'51" W	14°30'45"
C9	25.00'	45.85'	39.69'	N 35°48'00" E	105°04'57"
C10	25.00'	39.27'	35.36'	N 76°15'13" W	90°00'00"
C11	25.00'	39.27'	35.36'	N 13°44'47" E	90°00'00"
C12	25.00'	0.81'	0.81'	N 57°48'46" E	01°52'02"
C13	139.00'	30.88'	30.81'	N 37°37'02" W	12°43'37"
C14	139.00'	13.94'	13.93'	N 46°51'11" W	05°44'43"
C15	139.00'	41.15'	41.00'	N 58°12'23" W	16°57'41"
C16	139.00'	25.61'	25.58'	N 71°57'56" W	10°33'25"
C17	139.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	139.00'	11.84'	11.83'	N 89°44'20" W	04°52'45"
C19	139.00'	147.80'	140.94'	S 61°42'58" E	60°55'30"
C20	114.00'	121.22'	115.59'	S 61°42'58" E	60°55'30"
C21	89.00'	94.64'	90.24'	N 61°42'58" W	60°55'30"
C22	89.00'	52.18'	51.44'	N 48°03'01" W	33°35'36"
C23	89.00'	35.59'	35.35'	N 76°18'05" W	22°54'31"
C24	89.00'	6.87'	6.87'	N 89°58'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	5.03'	5.03'	S 85°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C36	150.00'	24.04'	24.01'	N 70°22'23" E	09°10'54"
C37	150.00'	34.54'	34.46'	N 81°33'35" E	13°11'31"
C38	150.00'	0.49'	0.49'	N 88°14'55" E	00°11'08"
C39	150.00'	77.48'	76.62'	S 73°32'38" W	29°35'42"
C40	125.00'	64.57'	63.85'	N 73°32'38" E	29°35'42"
C41	100.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C42	100.00'	10.03'	10.02'	N 61°37'07" E	05°44'40"
C43	100.00'	41.63'	41.33'	N 76°24'58" E	23°51'02"

LINE	BEARING	DISTANCE
L1	N01°39'31"W	25.00'
L2	S88°20'29"W	30.30'

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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PORT ORANGE, FL 32127
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LICENSED BUSINESS CERTIFICATION NO. 3019

▨ = TREE PRESERVATION AREA

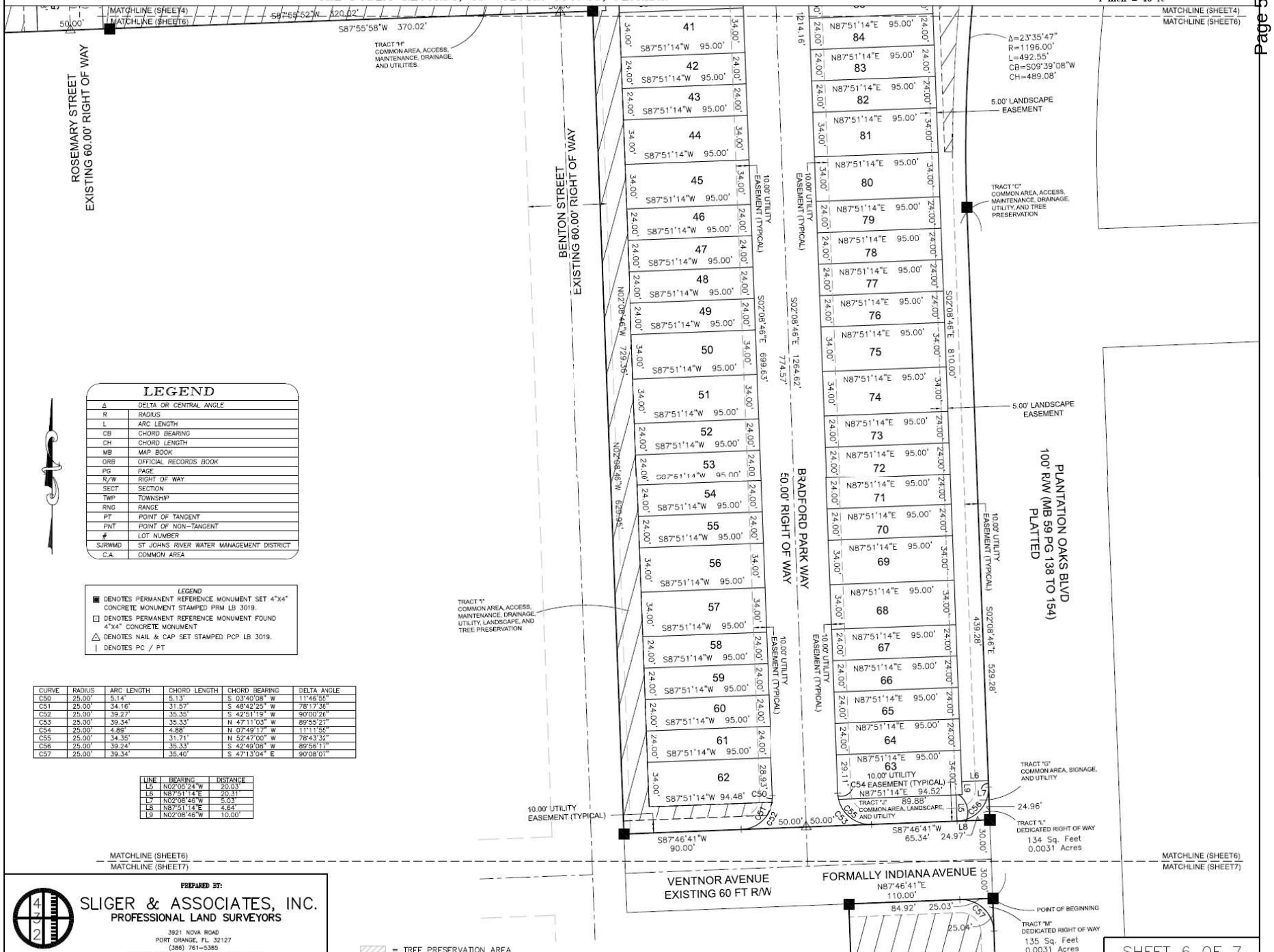
SHEET 5 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
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TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ▣ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.14'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'36"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'56"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'11"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'01"

LINE	BEARING	DISTANCE
L5	N02°05'24"W	20.03'
L6	N87°51'14"E	20.31'
L7	N02°08'46"W	5.03'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

▨ = TREE PRESERVATION AREA

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

MATCHLINE (SHEET6)
MATCHLINE (SHEET7)

VENTNOR AVENUE
EXISTING 60 FT R/W

FORMALLY INDIANA AVENUE
N87°46'41"E
110.00'

30.00'

84.92' 25.03'

C57

25.04'

POINT OF BEGINNING

TRACT "M"
DEDICATED RIGHT OF WAY
135 Sq. Feet
0.0031 Acres

10.00' UTILITY EASEMENT (TYPICAL)

TRACT "N"
COMMON AREA, MAINTENANCE, UTILITY, AND TREE PRESERVATION

N02°08'46"W 349.75'

S02°08'46"E 350.00'

S87°55'12"W
110.00'

PLANTATION OAKS BLVD
100' R/W (MB 59 PG 138 TO 154)
PLATTED

LOTS 1 TO 7 INC BLK 20
NATIONAL GARDENS MB 6 PG 237
PER OR 4456 PG 2953 PER OR 6969
PG 4867 PER OR 7055 PG 0860
OR 7186, PG 4205
PER OR 7201 PG 1964

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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▨ = TREE PRESERVATION AREA

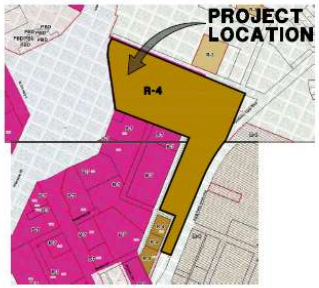
BRADFORD PARK

PRELIMINARY PLAT & CONSTRUCTION PLANS

ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", 0.30% FOR 10" UNLESS OTHERWISE NOTED. SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED LIGHTS.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SODDED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS AND OFF SITE LIFT STATION DEED NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12' ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS, WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION.
18.) ALL MAINTENANCE OF ALL LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF BRADFORD PARK HOMEOWNERS ASSOCIATION INC.
19.) ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) ELEVATIONS REFER TO N.A.V.D. OF 1988, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET N.A.V.D. 29.
22.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.
23.) REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
24.) ALL POTABLE WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.
25.) ALL FENCING TO BE 6 FT HIGH TAN VINYL
26.) OUTSIDE CONSTRUCTION IS ALLOWED FROM 7:00 AM TO 7:00 PM.



ZONING MAP

CURRENT ZONING: R-4 (SINGLE FAMILY CLUSTER & TOWNHOMES)

SOILS MAP

SOILS KEY

FEMA FLOOD MAP

AREA IS IN ZONE X MINIMAL FLOOD HAZARD AND ZONE AH, WITH A BFE OF 30' 12170C0351H EFFECTIVE SEPTEMBER, 29TH 2017

VICINITY MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S4	BOUNDARY, TOPOGRAPHIC, & WETLAND SURVEY
P1-P8	PRELIMINARY PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-19	LANDSCAPE PLAN
20	LANDSCAPE DETAILS
21	LANDSCAPE CALCULATIONS
22-24	IRRIGATION PLAN
25	IRRIGATION DETAILS
26	IRRIGATION PUMP STATION DETAILS
27-32	PAVING AND DRAINAGE DETAILS
33-34	WATER SYSTEM DETAILS
35-36	SANITARY SEWER DETAILS
37-38	REUSE WATER DETAILS
39	FOUNTAIN DETAILS

GENERAL INFORMATION:

PROJECT NAME:
BRADFORD PARK

OWNER:
RIDGE LAND HOLDINGS, LLC
RICK MAUGERI
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
386-547-9086
rickm@ridge-development.com

ENGINEER/LANDSCAPE ARCHITECT:
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
EMAILS: info@parkermynchenberg.com
sbuswell@parkermynchenberg.com

LAND USE ATTORNEY:
GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
glenn@storchlawfirm.com
corey@storchlawfirm.com

TRAFFIC ENGINEER:
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32751-7305
PHONE: (407) 628-9955

SURVEYOR:
SLIGER & ASSOCIATES, INC.
JOSEPH E. ZAPERT, P.L.S., PRESIDENT
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385 FAX (386) 760-0619
E-MAIL: sligerassociates.com

ENVIRONMENTAL CONSULTANT:
BILL GRIFFY, PRESIDENT
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, UNIT 130
LONGWOOD, FLORIDA 32750
BGRIFFY@ECSFL.CC
(407)-869-9434

PROJECT ADDRESS:
—— PLANTATION OAKS BLVD.
ORMOND BEACH, FL 32174

LAND USE TABULATION:

TOTAL SITE AREA	= 1,085,495 SF (24.92 AC)
TOTAL UNIT TYPE	= 24'X50'
TOTAL LF OF PUBLIC STREETS	= 3,658.54 LF
DENSITY = 180 LOTS/24.77 AC	= 7.27 DU/AC
LOTS 1-180	= 406,547 SF (9.33 AC)
PUBLIC RIGHT OF WAY	= 180,598 SF (4.15 AC)

IMPERVIOUS AREA:

6 UNIT BUILDINGS = 24 BUILDINGS @ 7,200 SF	= 172,800 SF
4 UNIT BUILDINGS = 9 BUILDINGS @ 4,800 SF	= 43,200 SF
DRIVEWAYS	= 119,456 SF
CONCRETE/SIDEWALKS	= 56,226 SF
PAVEMENT	= 88,053 SF
LIFT STATION	= 2,500 SF
MAIL KIOSK	= 375 SF
TOTAL IMPERVIOUS AREA	= 482,610 SF = 44.46%
TOTAL COMMON AREA	= 408,320 SF
TOTAL RESIDENTIAL IRRIGABLE AREA	= 171,077 SF
TOTAL OPEN SPACE AREA	= 602,885 SF = 55.54%

LOT DEVELOPMENT CRITERIA (ORDINANCE NO. 2022-38):

DENSITY (UNITS PER ACRE)	= 8
MAXIMUM BUILDING HEIGHT	= 30'
MAXIMUM PARCEL BUILDING COVERAGE	= 35%
MAXIMUM LOT BUILDING COVERAGE	= 75%
MAXIMUM IMPERVIOUS COVERAGE	= 75%
MAXIMUM LOT IMPERVIOUS COVERAGE	= 90%
MINIMUM PARCEL SIZE IN SF	= 43,560 SF
MINIMUM LOT SIZE IN SF	= 2,280 SF
MINIMUM LOT WIDTH	= 24'
MINIMUM LOT DEPTH	= 95'

SETBACKS:

FRONT	= 25'
REAR	= 10'
SIDE	= 10'
STREET CORNER/CORNER	= 0' (ENTIRE BUILDING 15')
WATERBODY	= 30'

COMMON AREA TRACTS:

TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK, AND TREE PRESERVATION	= 57,353 SF OR 1.3166 AC
TRACT B COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION	= 76,004 SF OR 1.7445 AC
TRACT C COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION	= 112,331 SF OR 2.5788 AC
TRACT D COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION	= 91,117 SF OR 2.0918 AC
TRACT E COMMON AREA, SINGAGE, AND UTILITIES	= 616 SF OR 0.0141 AC
TRACT F COMMON AREA, SIGNAGE, AND UTILITIES	= 772 SF OR 0.0177 AC
TRACT G COMMON AREA, SIGNAGE, AND UTILITIES	= 569 SF OR 0.0131 AC
TRACT H COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES	= 12,137 SF OR 0.2786 AC
TRACT I COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, LANDSCAPE, AND TREE PRESERVATION	= 16,618 SF OR 0.3815 AC
TRACT J COMMON AREA, LANDSCAPE, AND UTILITIES	= 1,681 SF OR 0.0386 AC
TRACK K COMMON AREA, MAINTENANCE, UTILITY, AND TREE PRESERVATION	= 38,351 SF OR 0.8804 AC
PARCEL A LIFT STATION DEEDED TO THE CITY OF ORMOND BEACH	= 2,698 SF OR 0.0619 AC
TOTAL COMMON AREA	= 408,668 SF OR 9.3818 AC
TOTAL DEDICATED R/W	= 180,598 SF OR 4.146 AC

NO.	DATE	REVISIONS	BY
1	08/01/2023	REVISED PER CITY COMMENTS	MAG
2	11/16/2023	REVISED PER CITY COMMENTS	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS + LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 EMAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645, STEVE BUSWELL P.E. #75065 R.L.A. #AR0017011
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910

BRADFORD PARK
ORMOND BEACH + FLORIDA

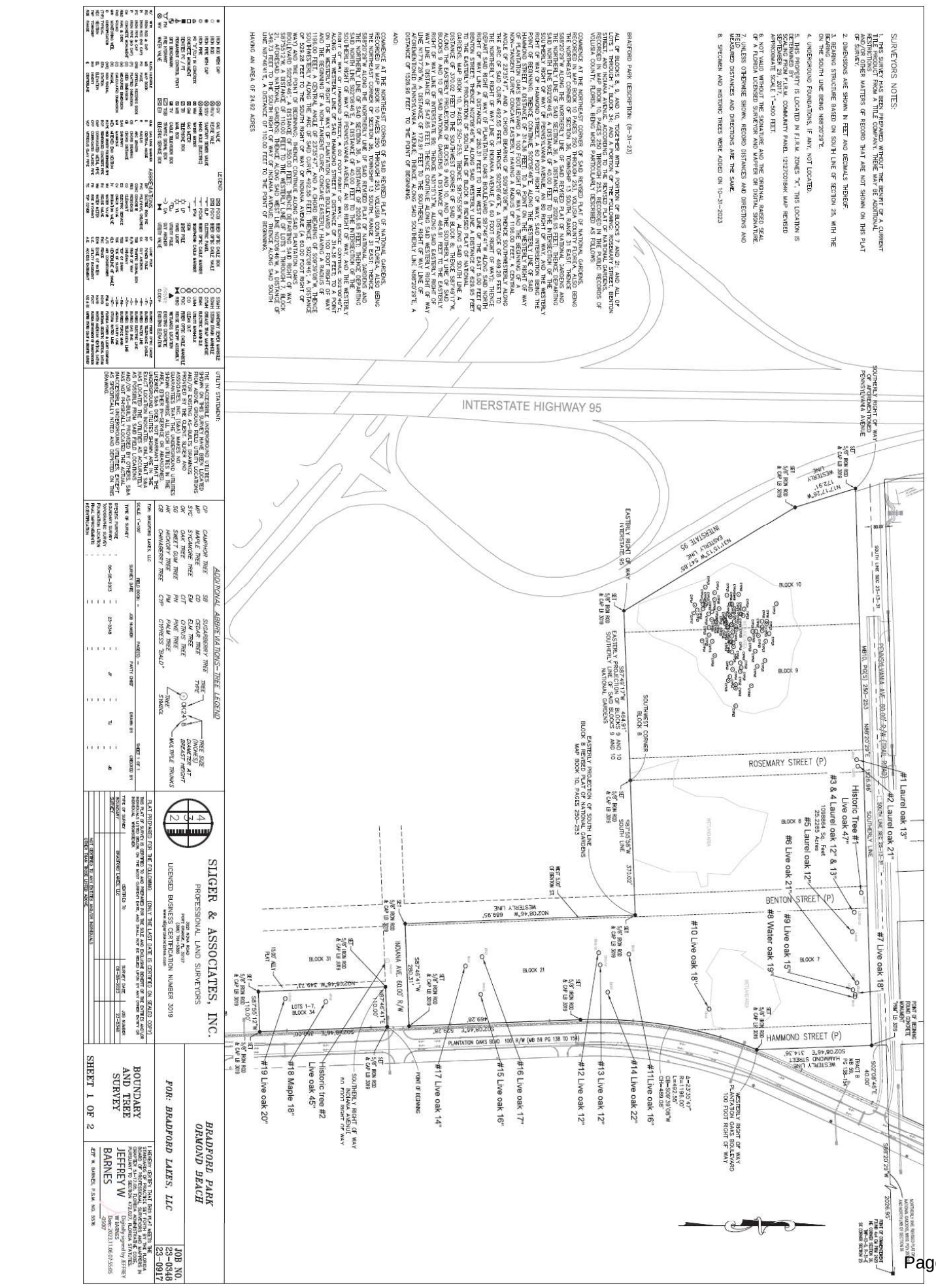
COVER SHEET

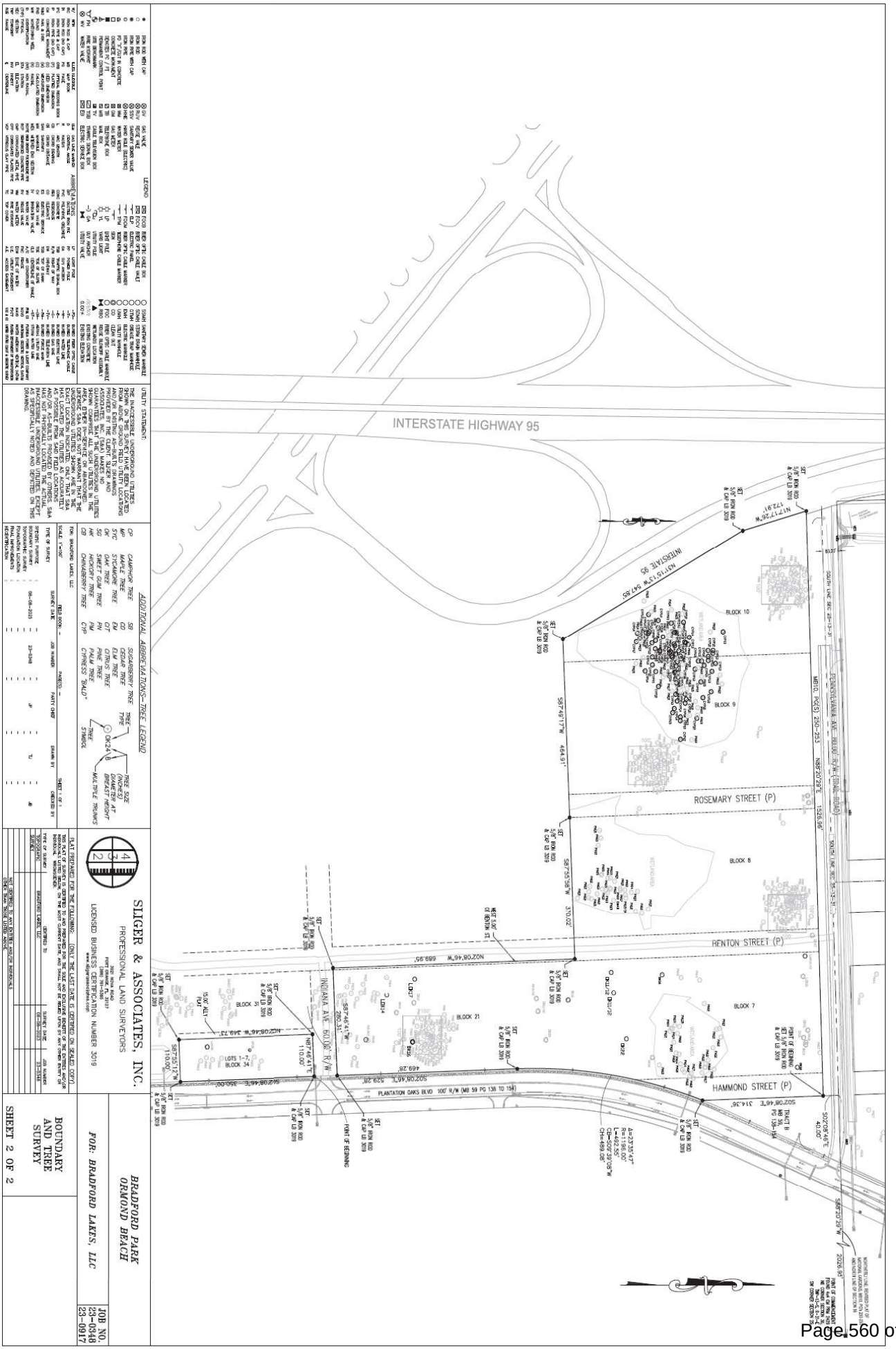
1
SHEET NO.

Drawn By: M .GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: NTS

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.11.20 14:45:10 -05'00'

SEAL


SURVEYORS NOTES:
1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE PRODUCT FROM A TITLE COMPANY. THERE MAY BE ADDITIONAL AND/OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N89°20'29"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X". THIS LOCATION IS DETERMINED BY SCALING FROM COMMUNITY PANEL 12127C0186K MAP REVISED SEPTEMBER 29, 2017. COMMUNITY PANEL 12127C0186K MAP REVISED APPROXIMATE SCALE 1"=500 FEET.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. SPECIMEN AND HISTORIC TREES WERE ADDED ON 10-31-2023
BRADFORD PARK DESCRIPTION: (9-31-23)
ALL OF BLOCKS 6, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21, AND ALL OF HAMMOND STREET AND BENTON STREET, ADJACENT THERETO, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, ALSO BEING THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 25, A DISTANCE OF 2208.92 FEET, THENCE DEPARTING THE NORTHERLY LINE OF SAID SECTION 25, S00°28'46"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF SAID REVISED PLAT OF NATIONAL GARDENS, AND THE POINT OF BEGINNING; THENCE CONTINUE S00°28'46"E ALONG THE EASTERLY LINE OF SAID BLOCK 34 AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD, A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE ALONG THE ARC OF SAID CURVE, 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.85 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ROSEMARY STREET; THENCE S87°59'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 9; THENCE S87°49'17"W, ALONG THE SOUTHERLY LINE OF BLOCKS 9 AND 10 OF SAID REVISED PLAT OF NATIONAL GARDENS A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°51'17"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1558.98 FEET TO THE NORTHERLY LINE OF SAID SECTION 25; THENCE ALONG SAID NORTHERLY LINE N89°20'29"E, A DISTANCE OF 2208.92 FEET TO THE POINT OF BEGINNING.
AND:
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°20'29"W ALONG THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2208.92 FEET, THENCE DEPARTING SAID NORTHERLY LINE OF SECTION 36, S00°28'46"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 34, OF SAID REVISED PLAT OF NATIONAL GARDENS, AND THE POINT OF BEGINNING; THENCE CONTINUE S00°28'46"E ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BENTON STREET, A 60 FOOT RIGHT OF WAY, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 34, OF SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°59'58"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 34, AND THE NORTHERLY RIGHT OF WAY LINE OF SAID BENTON STREET A DISTANCE OF 370.02 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 6, OF SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N31°51'17"W ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY LINE OF SAID BLOCK 6 A DISTANCE OF 1558.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N89°20'29"E, A DISTANCE OF 1105.46 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 24.92 ACRES
LEGEND
UTILITY STATEMENT:
THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATORS PROVIDED BY THE CLIENT SLIGER & ASSOCIATES, INC. (S&A) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AS PROVIDED. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL UTILITIES. THE UNDERGROUND UTILITIES ARE SHOWN AS GRAPHICALLY NOTED AND DEPICTED ON THIS DRAWING.
ADDITIONAL ABBREVIATIONS—TREE LEGEND
INTERSTATE HIGHWAY 95
SOUTHERLY RIGHT OF WAY PENNSYLVANIA AVENUE
EASTERLY RIGHT OF WAY INTERSTATE 95
EASTERLY PROJECTION OF SOUTH LINE BLOCK 8 REVISED PLAT OF NATIONAL GARDENS MAP BOOK 10, PAGES 250-253
SOUTHWEST CORNER BLOCK 8
EASTERLY PROJECTION OF SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 NATIONAL GARDENS
ROSEMARY STREET (P)
BENTON STREET (P)
HAMMOND STREET (P)
INDIANA AVE. 60.00' R/W
PLANTATION OAKS BLVD 100 R/W (MB 59 PG 138 TO 154)
WESTERLY RIGHT OF WAY HAMMOND BOULEVARD 100 FOOT RIGHT OF WAY
SOUTHERLY RIGHT OF WAY RD. FOOT RIGHT OF WAY
WEST LINE OF BENTON ST
WESTERLY LINE
BLOCK 10
BLOCK 9
BLOCK 7
BLOCK 21
BLOCK 31
LOTS 1-7, BLOCK 34
15.00' ALLEY
POINT OF BEGINNING
POINT OF COMMENCEMENT
#1 Laurel oak 13"
#2 Laurel oak 21"
#3 & 4 Laurel oak 12" & 13"
#5 Laurel oak 12"
#6 Live oak 21"
#7 Live oak 18"
Historic Tree #1 Live oak 47"
#8 Water oak 19"
#9 Live oak 15"
#10 Live oak 18"
#11 Live oak 16"
#12 Live oak 12"
#13 Live oak 12"
#14 Live oak 22"
#15 Live oak 16"
#16 Live oak 17"
#17 Live oak 14"
#18 Maple 18"
#19 Live oak 20"
Historic tree #2 Live oak 45"
SET 5/8" IRON ROD & CAP LB 3019
FOUND 5/8" IRON ROD & CAP LB 3019
FOUND CONCRETE MONUMENT
FOUND 4"x4" CONCRETE MONUMENT
FOUND 1/2" IRON ROD & CAP LB 3019
FOUND 1/2" IRON PIPE WITH CAP
FOUND 5/8" IRON ROD WITH CAP
FOUND 1/2" IRON ROD
FOUND 1/2" IRON PIPE
FOUND 5/8" IRON ROD
FOUND 1/2" IRON ROD WITH CAP
FOUND 1/2" IRON PIPE WITH CAP
FOUND 5/8" IRON ROD WITH CAP



UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS PROVIDED BY THE CLIENT SLIGER AND ASSOCIATES, INC. (SAA) MAKES NO WARRANTIES AS TO THE COMPLETENESS AND/OR ACCURACY OF THE UNDERGROUND UTILITIES SHOWN. SAA IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES NOT LOCATED OR SHOWN HEREON. THE LICENSE SAA DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH SAA HAS NO REASON TO BELIEVE THEY ARE NOT. SAA HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED BY OTHERS AND/OR AS-BUILTS PROVIDED BY OTHERS. SAA HAS NOT PHYSICALLY LOCATED THE ACTUAL UTILITIES AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

LEGEND

● IRON ROD WITH I.D.	⊗ WV GATE VALVE	○ SSMH SANITARY SEWER MANHOLE	○ SDMH STORM DRAIN MANHOLE
● IRON ROD	⊗ RPZ REDUCED PRESSURE BACK FLOW PREVENTER	○ STMH STORM DRAIN MANHOLE	○ CBMH CATCH BASIN
○ IRON PIPE WITH CAP	⊗ SSV SANITARY SEWER VALVE	○ DTMH DRAINAGE TRAP MANHOLE	○ YDMH YARD DRAIN
○ IRON PIPE NO CAP	⊗ WM WATER METER	○ UMH UTILITY MANHOLE	○ FDC FIRE DEPARTMENT CONNECTION
⊕ P.K. NAIL & DISC	⊠ PM IRRIGATION CONTROL VALVE	○ RBO REDUCED BOUNDARY ASSEMBLY	○ FPC FIRE PROTECTION CONTROL
⊕ P.K. NAIL	⊠ MB MAIL BOX	▲ EXISTING CONCRETE ELEVATION	▲ PROPOSED CONCRETE ELEVATION
⊕ CONCRETE W/ "X" CUT	⊠ TP TELEPHONE PED		
⊕ CONCRETE W/ DISK	⊠ TB TELEPHONE BOX		
⊕ PERMANENT CONTROL POINT	⊠ MB MAIL BOX		
⊕ SET 5/8" IRON ROD & CAP LB 3019	⊠ TSB TRAFFIC SIGNAL BOX		
⊕ FIRE HYDRANT	⊠ EB ELECTRIC BRAKE BOX		
⊕ WATER VALVE			

ABBREVIATIONS			
AC ASPHALT CONCRETE	CB CHORD BEARING	IP IRON PIPE	R/W RIGHT OF WAY
BM BENCH MARK	CH CHORD	IR IRON ROD	SAN SANITARY
BOC BACK OF CURB	CL CENTERLINE	L ARC LENGTH	SD STORM DRAIN
BRG BEARING	CM CONCRETE MONUMENT	LP LIGHT POLE	SW SIDEWALK
BW BOTTOM OF WALL	CONC CONCRETE	MB MAP BOOK	TB TELEPHONE BOX
C CALCULATED	CP CONCRETE PAD	MEAS MEASURED	TOB TOP OF BANK
CA CONTROL ANGLE	D DELTA ANGLE	N/A NOT APPLICABLE	TOW TOP OF WALL
CATV CABLE TV	DE DRAINAGE EASEMENT	NO NUMBER	TYP TYPICAL
CB CHORD BEARING	EB ELECTRIC BOX	OHW OVERHEAD WIRES	UE UTILITY EASEMENT
CH CHORD	EL ELEVATION	P PLAT	WM WATER METER
CL CENTERLINE	ESMT EASEMENT	PB PLAT BOOK	WV WATER VALVE
CM CONCRETE MONUMENT	FD FOUND	PC POINT OF CURVATURE	
CONC CONCRETE	FH FIRE HYDRANT	PCP PERMANENT CONTROL POINT	
CP CONCRETE PAD	FIP FOUND IRON PIPE	PI POINT OF INTERSECTION	
D DELTA ANGLE	FIR FOUND IRON ROD	PK PARKER KALON NAIL	
DE DRAINAGE EASEMENT	GA GUY ANCHOR	POB POINT OF BEGINNING	
EB ELECTRIC BOX	GV GAS VALVE	POC POINT OF COMMENCEMENT	
EL ELEVATION	HW HEADWALL	PRM PERMANENT REFERENCE MONUMENT	
ESMT EASEMENT	ID IDENTIFICATION	PT POINT OF TANGENCY	
FD FOUND	INV INVERT	R RADIUS	
FH FIRE HYDRANT	IP IRON PIPE	R/W RIGHT OF WAY	
FIP FOUND IRON PIPE	IR IRON ROD		
FIR FOUND IRON ROD	L ARC LENGTH		
GA GUY ANCHOR	LP LIGHT POLE		
GV GAS VALVE	MB MAP BOOK		
HW HEADWALL	MEAS MEASURED		
ID IDENTIFICATION	N/A NOT APPLICABLE		
INV INVERT	NO NUMBER		
IP IRON PIPE	OHW OVERHEAD WIRES		
IR IRON ROD	P PLAT		
L ARC LENGTH	PB PLAT BOOK		
LP LIGHT POLE	PC POINT OF CURVATURE		
MB MAP BOOK	PCP PERMANENT CONTROL POINT		
MEAS MEASURED	PI POINT OF INTERSECTION		
N/A NOT APPLICABLE	PK PARKER KALON NAIL		
NO NUMBER	POB POINT OF BEGINNING		
OHW OVERHEAD WIRES	POC POINT OF COMMENCEMENT		
P PLAT	PRM PERMANENT REFERENCE MONUMENT		
PB PLAT BOOK	PT POINT OF TANGENCY		
PC POINT OF CURVATURE	R RADIUS		
PCP PERMANENT CONTROL POINT	R/W RIGHT OF WAY		
PI POINT OF INTERSECTION			
PK PARKER KALON NAIL			
POB POINT OF BEGINNING			
POC POINT OF COMMENCEMENT			
PRM PERMANENT REFERENCE MONUMENT			
PT POINT OF TANGENCY			
R RADIUS			
R/W RIGHT OF WAY			

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP CAMPHOR TREE	SB SUGARBERRY TREE	TREE TYPE	
MP MAPLE TREE	CD CEDAR TREE	TREE SIZE (INCHES)	
SO SOUTHERN OAK	EU EUCALYPTUS TREE	DIAMETER AT BREAST HEIGHT	
SY SYCAMORE TREE	CIT CITRUS TREE	MULTIPLE TRUNKS	
OK OAK TREE	PN PINE TREE		
SG SWEET GUM TREE	PM PALM TREE		
HK HICKORY TREE	CYP CYPRESS "BALD"		
CB CHINABERRY TREE			

TREE SYMBOL

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3820 NEW ROAD
PORT RICHEY, FLORIDA 34667
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

FOR: BRADFORD LAKES, LLC
SCALE: 1"=100'
FIELD BOOK: –
SURVEY DATE: 06-06-2023
JOB NUMBER: 23-0348
PARTY CHIEF: JP
DRAWN BY: TJ
CHECKED BY: JB
SHEET 1 OF 1

TYPE OF SURVEY
BOUNDARY SURVEY
TOPOGRAPHIC SURVEY
TREE SURVEY
FINAL IMPROVEMENTS LOCATION
RECERTIFICATION

PLAT PREPARED FOR THE FOLLOWING: ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY(S)

THIS PLAT IS CERTIFIED AS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION AND SUPERVISION ON THE DATE(S) INDICATED. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER
BOUNDARY SURVEY	06-06-2023	23-0348

NOT REFERRED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD PARK ORMOND BEACH

FOR: BRADFORD LAKES, LLC

BOUNDARY AND TREE SURVEY

JOB NO. 23-0348 23-0917

SHEET 2 OF 2

BRADFORD PARK DESCRIPTION:

ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80.00 FOOT RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47" AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 879.28 FEET; THENCE DEPART SAID RIGHT OF WAY S87°55'12"W, A DISTANCE OF 110.00 FEET; THENCE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTHERLY RIGHT OF WAY OF INDIANA AVENUE, A 60 FOOT RIGHT OF WAY; THENCE S87°46'41"W, ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 170.31 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID INDIANA AVENUE AND THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 689.95 FEET TO THE EASTERLY PROJECTION OF THE SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 1,102,314 SQ FEET, 25.306 ACRES

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENIFIT OF A CURRENT TITLE PRODUCT FROM A TITLE COMPANY. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N88°20'29"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K MAP REVISED SEPTEMBER 29, 2017, APPROXIMATE SCALE 1"=500 FEET.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX
○	IRON ROD	RUV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	E.P.	ELECTRIC PANEL
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER
⊕	PD "X" CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER
□	CONCRETE MONUMENT	GM	GAS METER	SIGN	
■	DENOTES PC / PT	TB	TELEPHONE BOX	UP	LIGHT POLE
△	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT
⊛	SITE BENCHMARK	TV	CABLE TELEVISION BOX	UP	UTILITY POLE
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE

SSMH	SANITARY SEWER MANHOLE		
SDMH	STORM DRAIN MANHOLE		
GTMH	GREASE TRAP MANHOLE		
EMH	ELECTRIC MANHOLE		
UMH	UTILITY MANHOLE		
CO	CLEAN OUT		
FOC	FIBER OPTIC CABLE MANHOLE		
RBO	REUSE BLOWOFF ASSEMBLY		
	WETLANDS LOCATION		
	EXISTING CONCRETE		
0.00+	EXISTING ELEVATION		

ABBREVIATIONS

W/	WITH	ELEC. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	EP	ELECTRIC IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	BES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOS	TOP OF SLOPE	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-UM-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	PIV	IRRIGATION VALVE	CLG	CENTERLINE OF GRADE	-WT-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	RCPE	RCP ENDOT POLYPROPYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPL CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	RELIEF VALVE	PAC	PATIO	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	DW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP / COVER	A.E.	ACCESS EASEMENT	NO & DE	NAIL & DISK FOUND / SET & DESCRIBED

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24 B)

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5360
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

BRADFORD PARK
ORMOND BEACH

FOR: BRADFORD LAKES, LLC

JOB NO. 23-0348

FOR: BRADFORD LAKES, LLC

SCALE 1"=100' | FIELD BOOK: – | PAGE(S): – | SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	08-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

TYPE OF SURVEY	(CERTIFIED TO	SURVEY DATE	JOB NUMBER
TOPOGRAPHIC	BRADFORD LAKES, LLC	08-08-2023	23-0348
SURVEY			

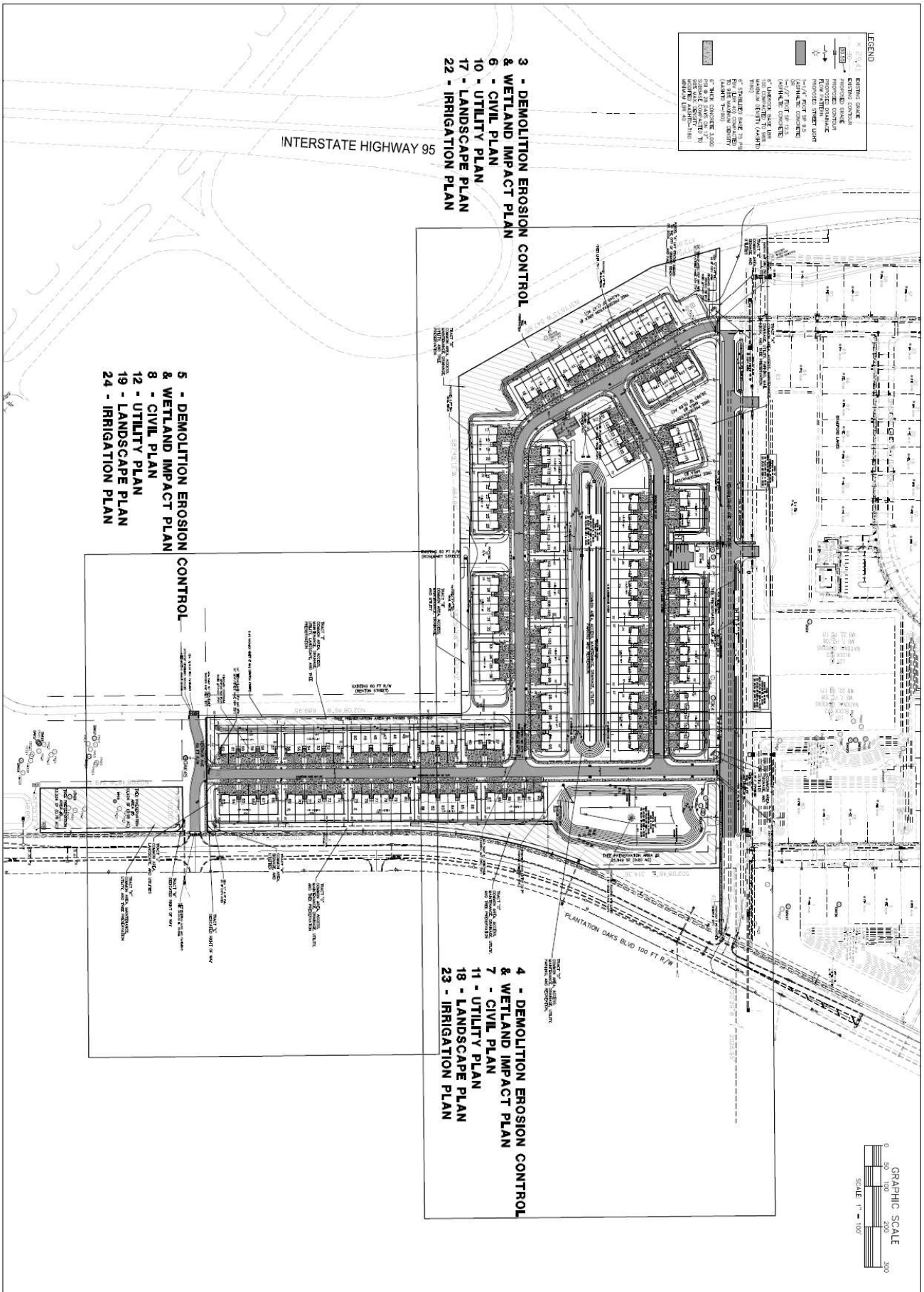
NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

TOPOGRAPHIC SURVEY

SHEET 1 OF 1

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES, P.S.M. NO. 5516
C.D. VAN KLEECK JR., P.S.M. NC 5149
MICHAEL S. MURPHY, P.S.M. NO. 6208

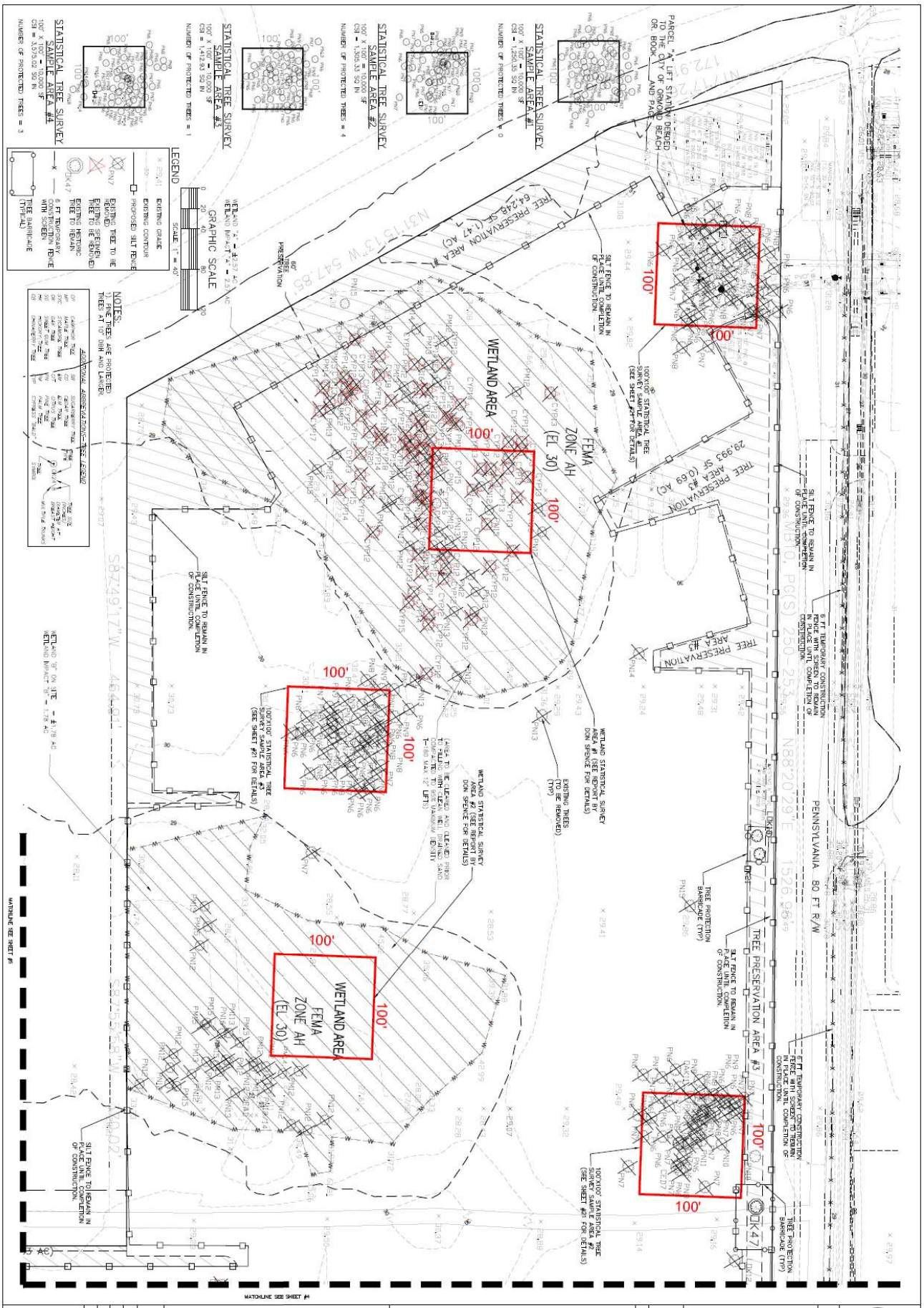


BRADFORD PARK
ORMOND BEACH • FLORIDA
OVERALL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #33645 R.L.A. #0001553, STEVE BUSHELL P.E. #53985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

SCALE 1" = 100'
JOB # 23-20
Date 06/21/2023
Drawn By M. SHEETS
SHEET NO. 2



BRADFORD PARK
ORMOND BEACH • FLORIDA

DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN

SHEET NO. 3
Drawn By: M. GRECO
Date: 06/21/2023
Job # 22-20
SCALE 1"=40'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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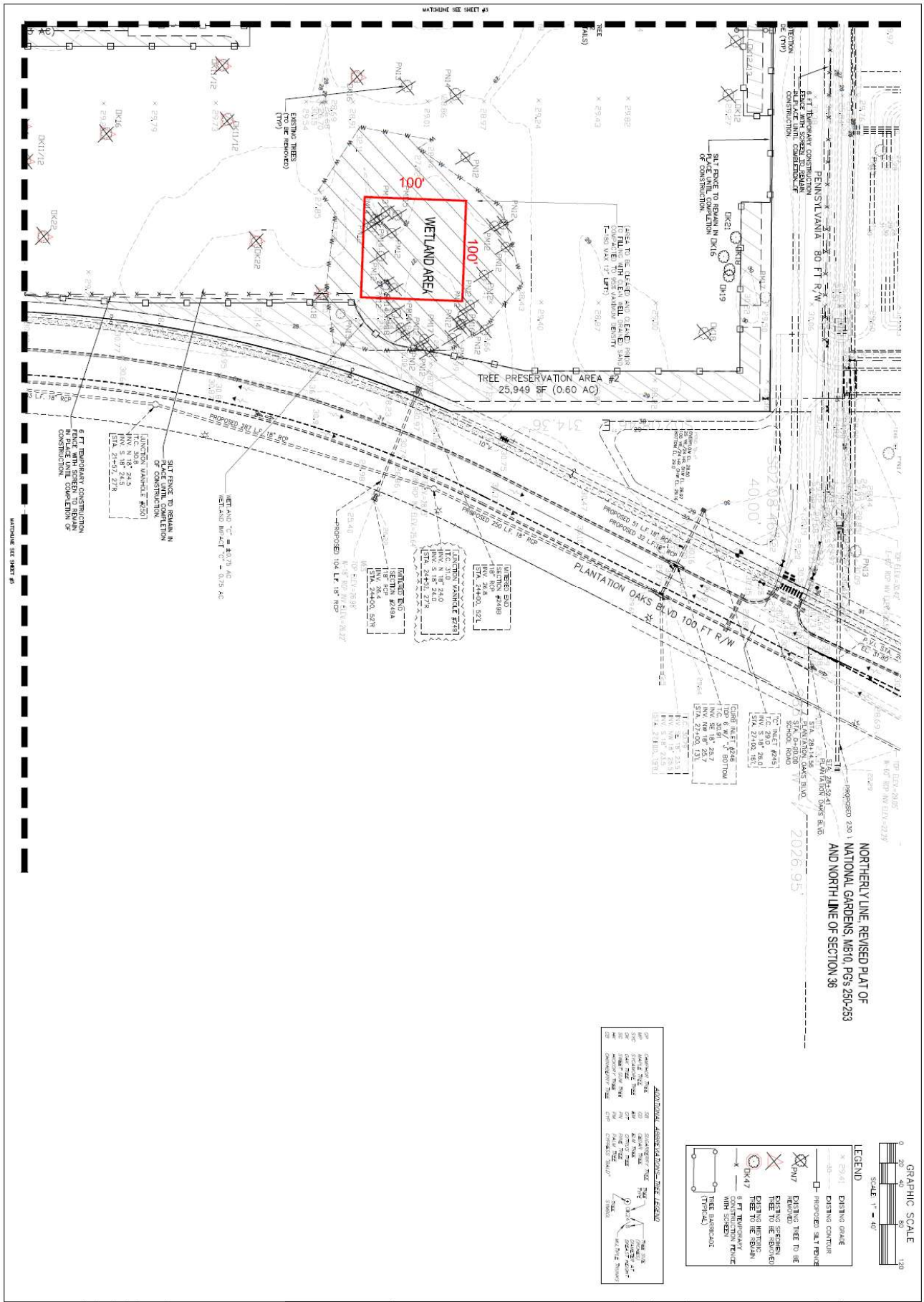
(386) 677-6690 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001053 STEVE BUSHELL P.E. #57685 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLR
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS



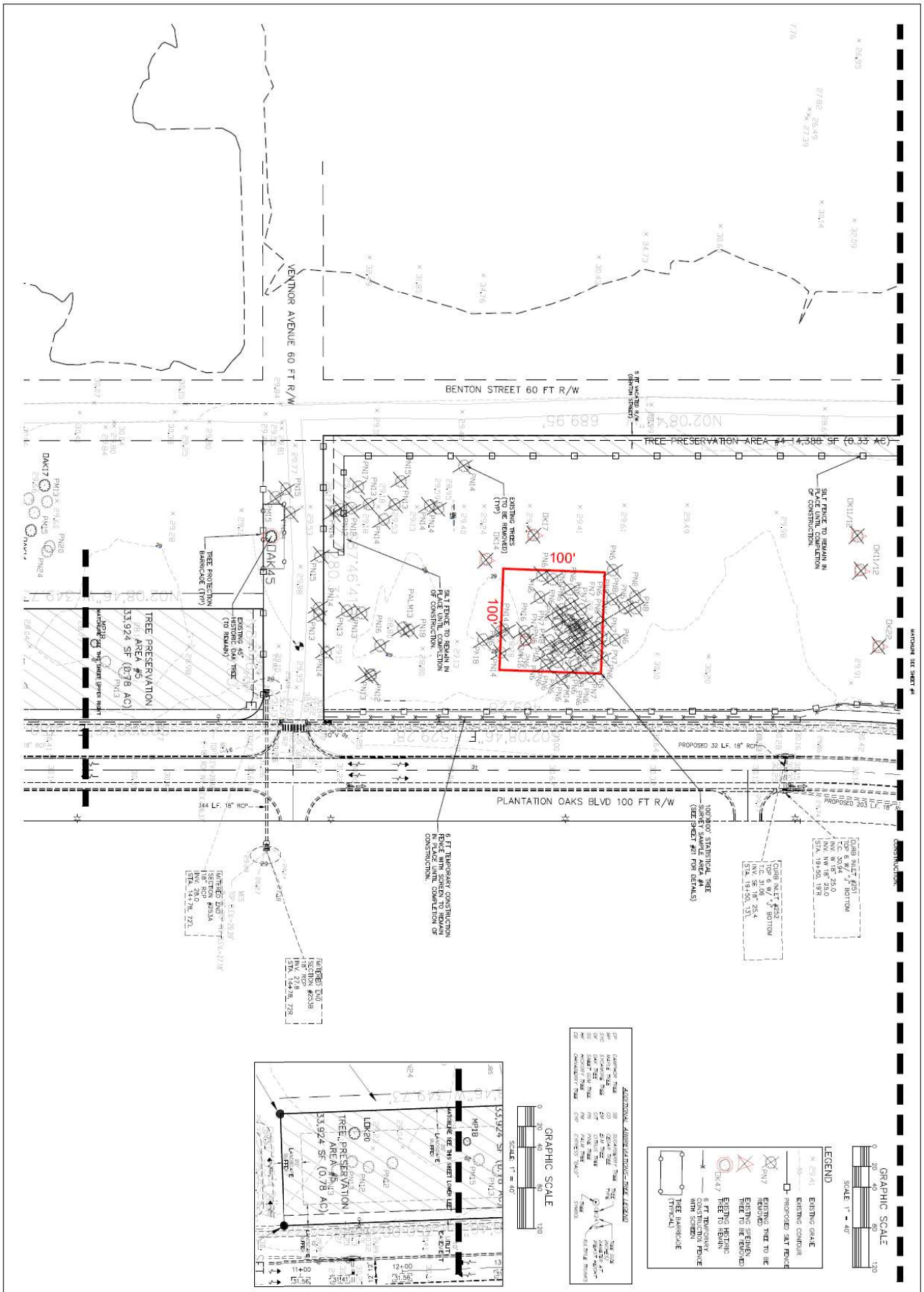
BRADFORD PARK
ORMOND BEACH • FLORIDA

DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN

SHEET NO. 4
Drawn By: M. GREGO
Date: 06/21/2023
JOB # 21-20
SCALE 1"=40'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6892 FAX (386) 677-2114 E-MAIL: pmh@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39945 P.L.A. #0001053, STEVE RUSSELL P.E. #63985 P.L.A. #AA0667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG



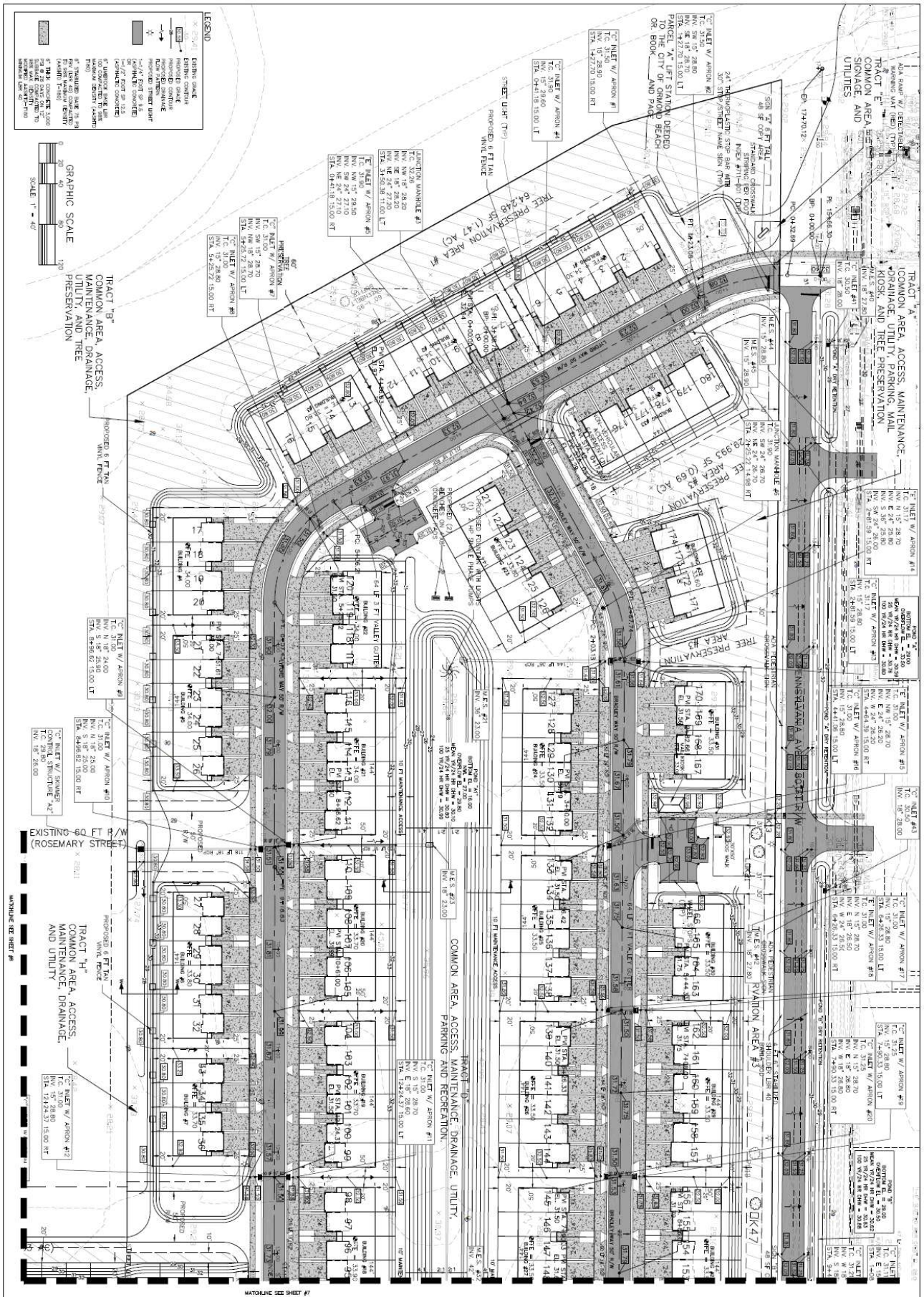
BRADFORD PARK
ORMOND BEACH • FLORIDA

DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN

SCALE 1"=40'
JOB # 23-20
Date 06/27/2023
Drawn By M. GRECO
SHEET NO. 5
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: pm@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39645 R.L.A. #6001553, STEVE RUSNELL P.E. #53685 R.L.A. #6667011
(CERTIFICATE OF AUTHORIZATION NUMBER 00003910)

NO	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLR
1	08/31/2023	REVISED PER CITY COMMENTS	MG



BRADFORD PARK
ORMOND BEACH * FLORIDA
CIVIL PLAN

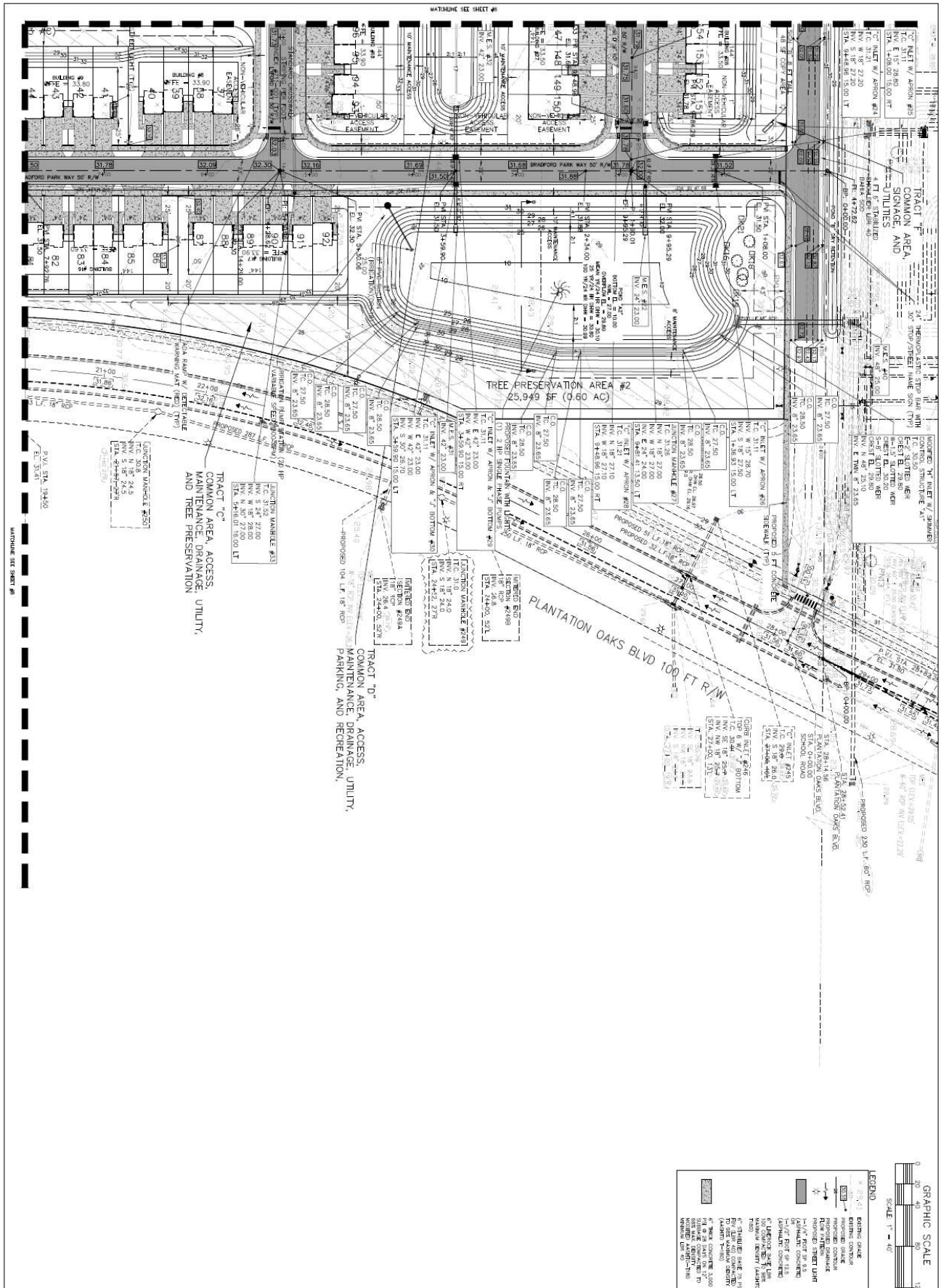
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6899 FAX (386) 677-3114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #23540 R.L.A. #0001553, STEVE BUSHELL P.E. #43685 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

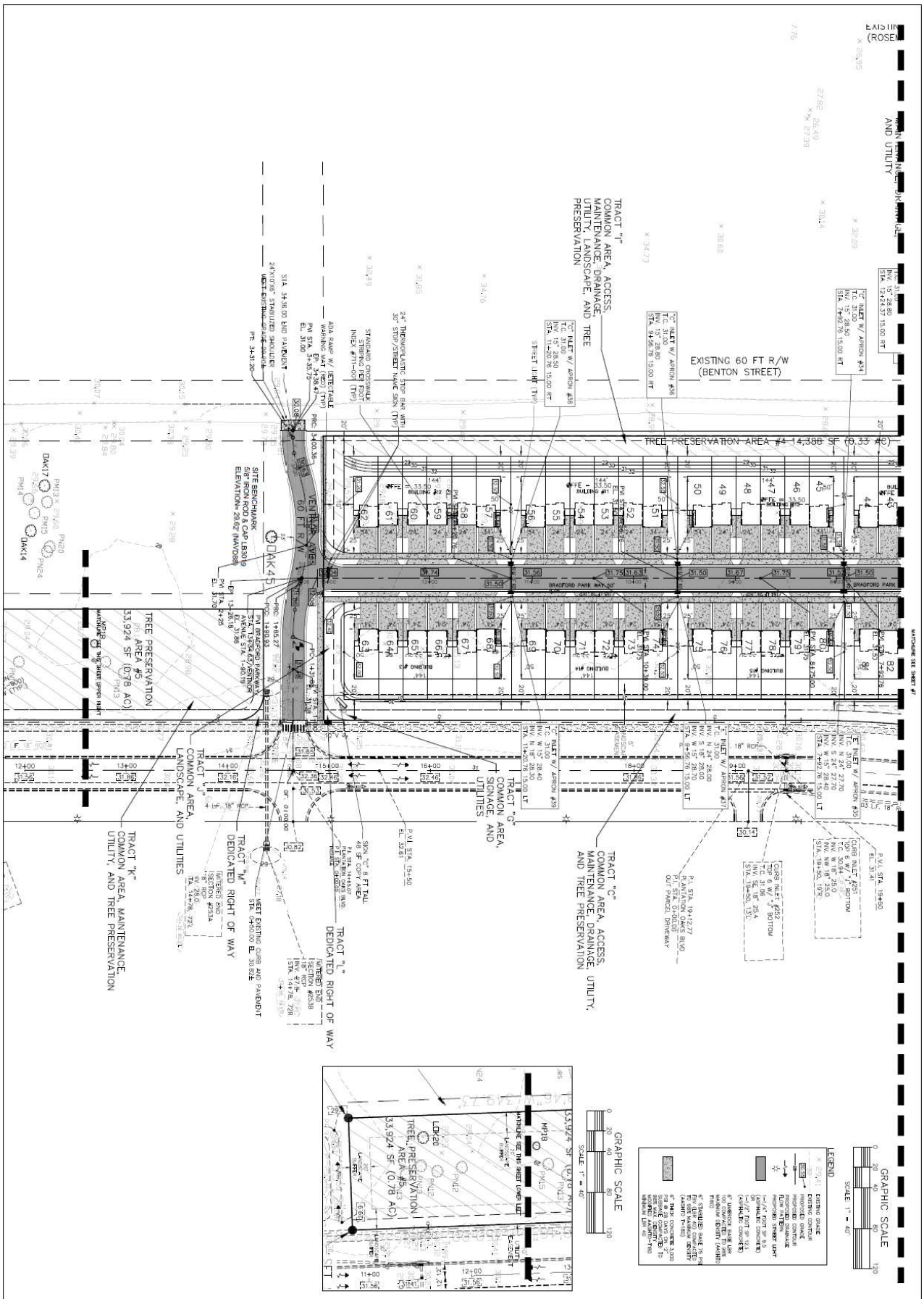
NO.	DATE	DESCRIPTION
2	11/16/2023	REVISED PER CITY COMMENTS
1	08/31/2023	REVISED PER CITY COMMENTS

REVISIONS

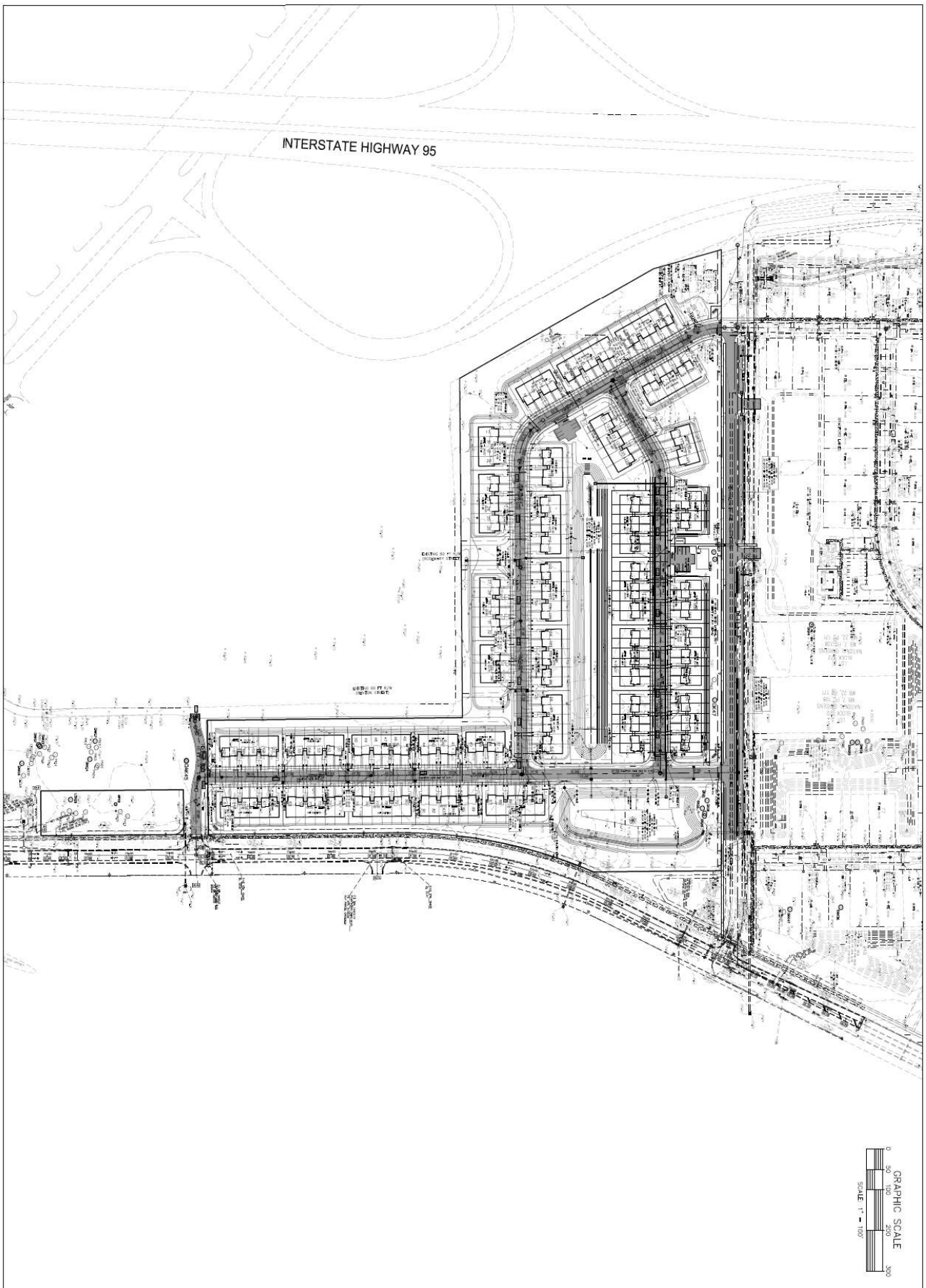
SEAL

SHEET NO. 6
Drawn By: M. GREGO
Date: 06/21/2023
JOB # 23-20
SCALE 1"=40'


TREE PRESERVATION AREA #2
25,949 SF (0.60 AC)
TRACT "C"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
AND TREE PRESERVATION UTILITY,
TRACT "D"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE, UTILITY,
PARKING, AND RECREATION.
TRACT "F"
COMMON AREA,
SIGNAGE, AND
UTILITIES
PLANTATION OAKS BLVD 100 FT R/W
BRADFORD PARK WAY 50' R/W
ADFORD PARK WAY 50' R/W
PROPOSED 5 FT CONCRETE SIDEWALK (TYP)
PROPOSED 280 L.F. 18" RCP
PROPOSED 104 L.F. 18" RCP
PROPOSED 32 L.F. 18" RCP
PROPOSED 230 L.F. 60" RCP
PROPOSED 6" THICKENED EDGE CONCRETE PAVEMENT
PROPOSED 6" CONCRETE PAVEMENT
PROPOSED 6" CONCRETE PAVEMENT
PROPOSED 6"



SEAL	BRADFORD PARK ORMOND BEACH • FLORIDA CIVIL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG PE #39545 PLA #0001553 STEVE RUSSELL PE #63985 PLA #6667011 CERTIFICATE OF AUTHORIZATION NUMBER: 00003910	2 11/16/2023 REVISED PER CITY COMMENTS SLB 1 08/31/2023 REVISED PER CITY COMMENTS MAC NO. DATE DESCRIPTION BY REVISIONS
SHEET NO. 8 Drawn By: M. DREW Date: 06/21/2023 JOB # 23-20 SCALE 1"=40'			



BRADFORD PARK
ORMOND BEACH • FLORIDA

OVERALL UTILITY PLAN

SHEET NO. 9
Drawn By: GLB
Date: 06/27/2023
Job #:
SCALE 1"=100'

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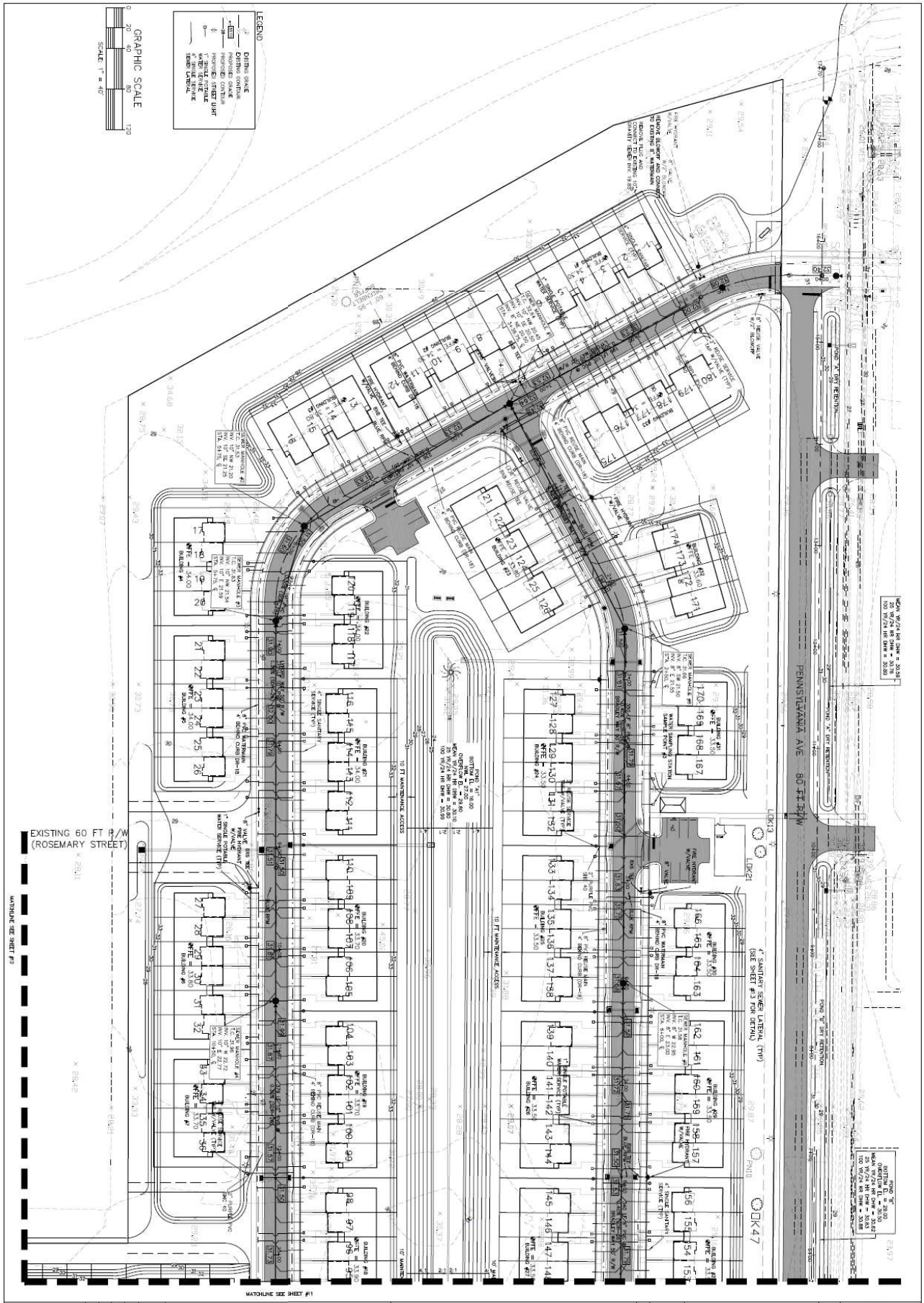
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #6001553, STEVE RUSHELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	
2	11/16/2023	REVISED PER CITY COMMENTS	GLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

REVISIONS



BRADFORD PARK
ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 10
Drawn By: SLB
Date: 06/27/2023
JOB #
SCALE: 1"=40'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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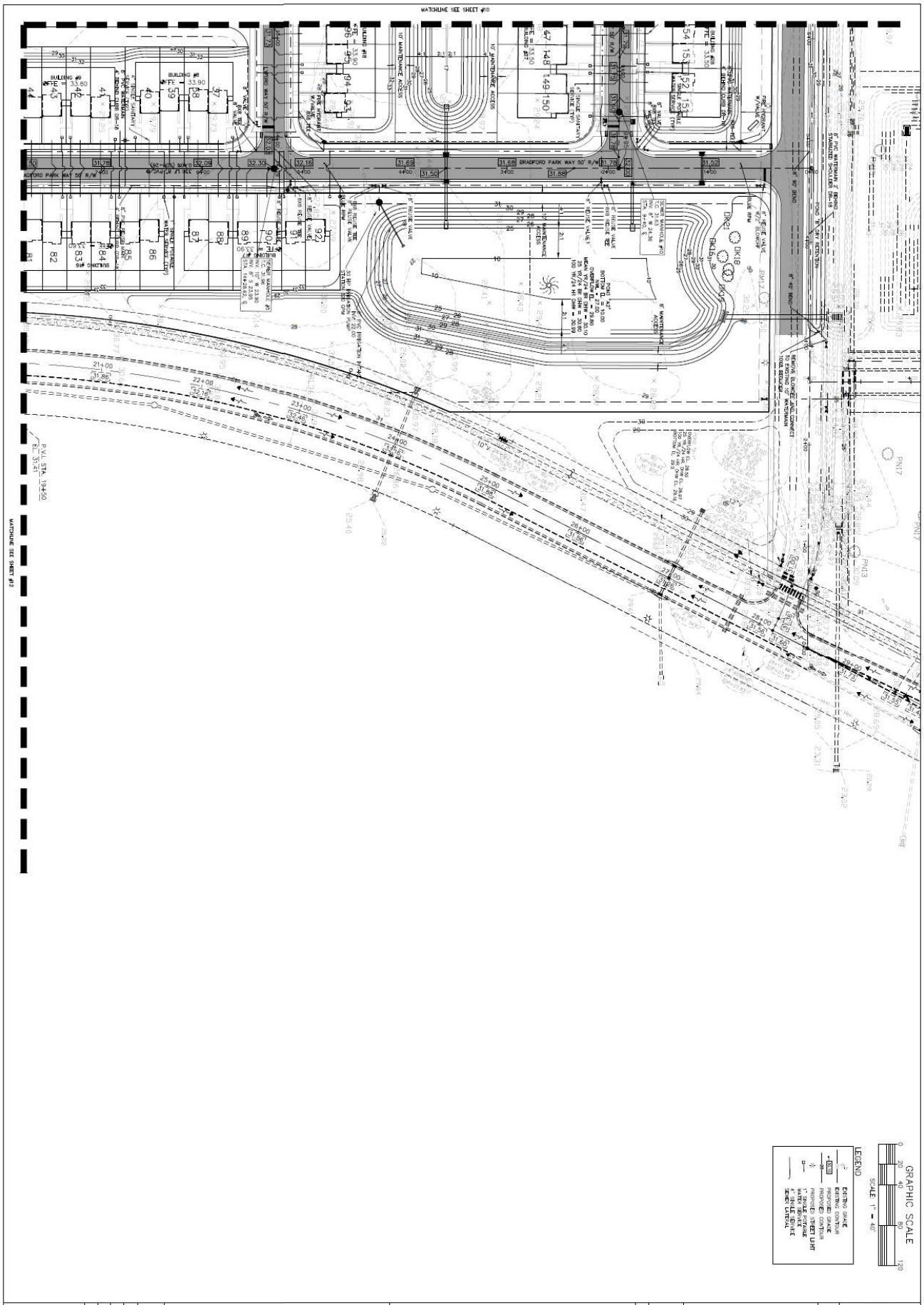
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #33640 R.L.A. #0001553 STEVE BUSHELL P.E. #53985 R.L.A. #AA667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION
		REVISIONS
2	11/16/2023	REVISED PER CITY COMMENTS SLB
1	08/31/2023	REVISED PER CITY COMMENTS MAC



SEAL

SCALE 1"=40'

JOB #

Drawn By: SLB

Date: 06/21/2023

SHEET NO. 11

BRADFORD PARK

ORMOND BEACH • FLORIDA

UTILITY PLAN

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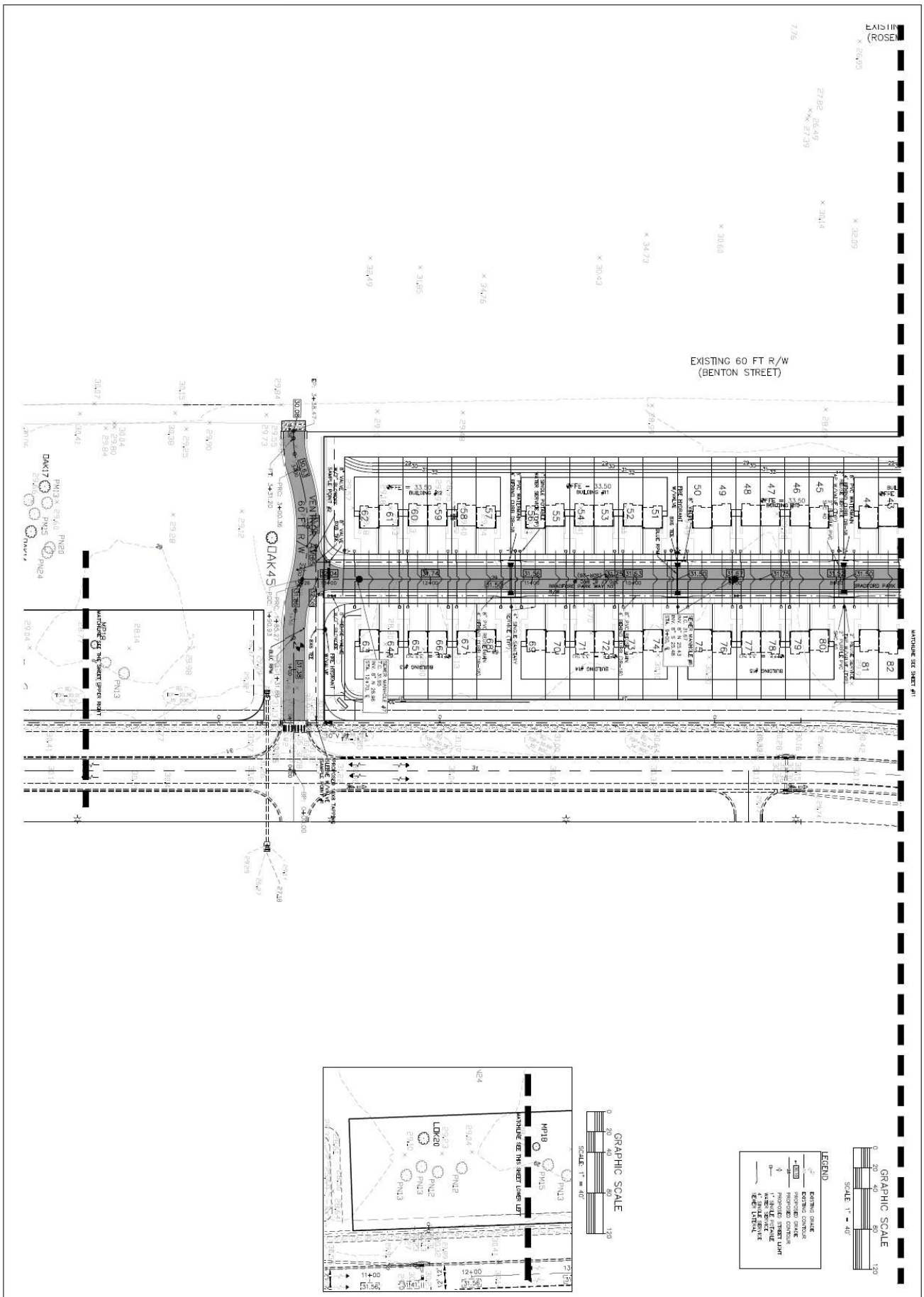
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: pmh@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20445 R.L.A. #0001053, STEVE RUSHELL P.E. #53085 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG



BRADFORD PARK
ORMOND BEACH • FLORIDA

UTILITY PLAN

SHEET NO. 12

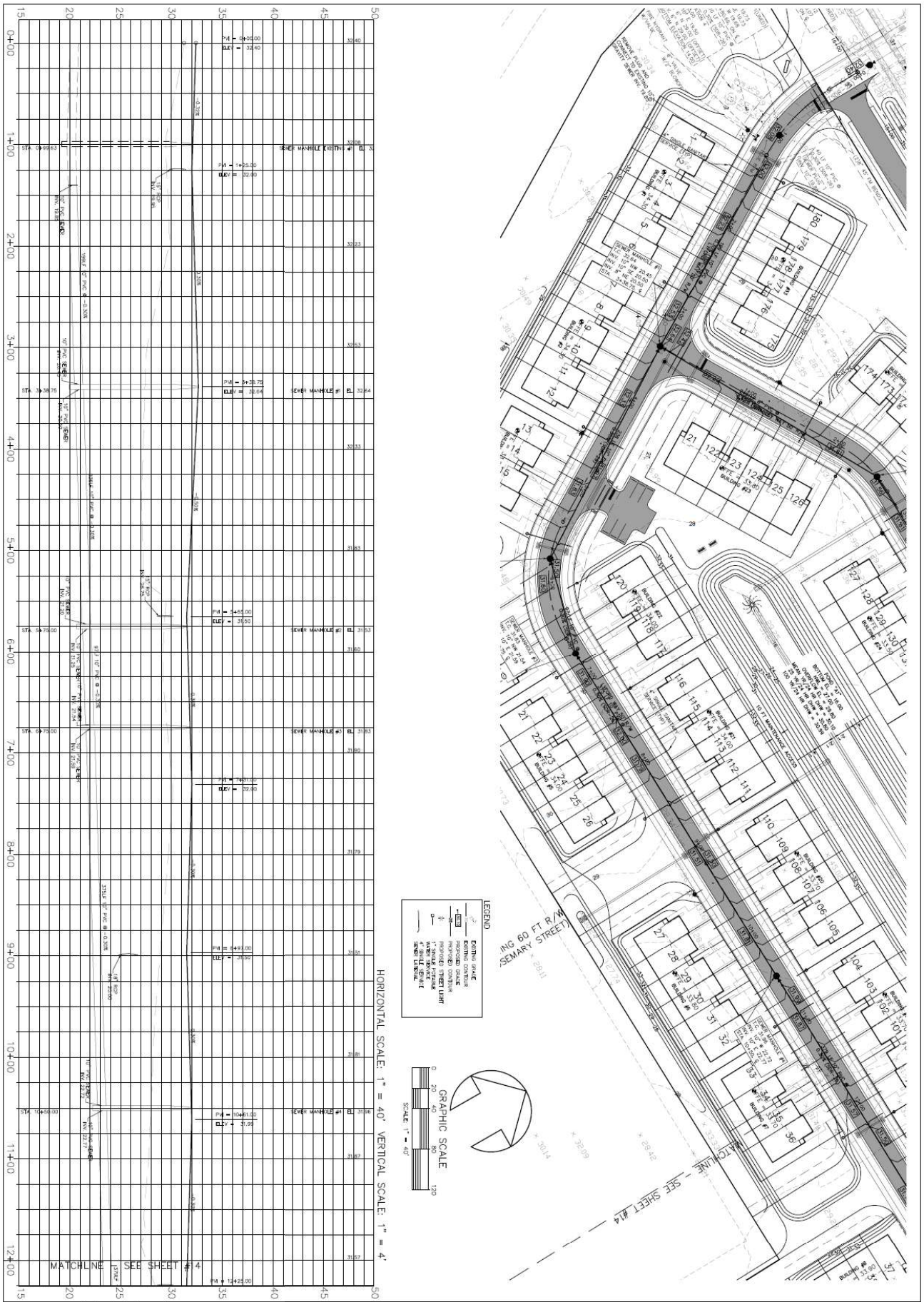
Drawn By: SLB
Date: 06/27/2023
JOB #
SCALE 1"=40'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553 STEVE BUSHELL P.E. #73585 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

REVISIONS



SEAL

SCALE: 1"=40'

JOB #

Drawn By: RLB

Date: 06/02/2023

SHEET NO. 13

BRADFORD PARK

ORMOND BEACH • FLORIDA

PLAN AND PROFILE
LYFORD WAY
STA. 0+00.00 – STA. 12+00.00

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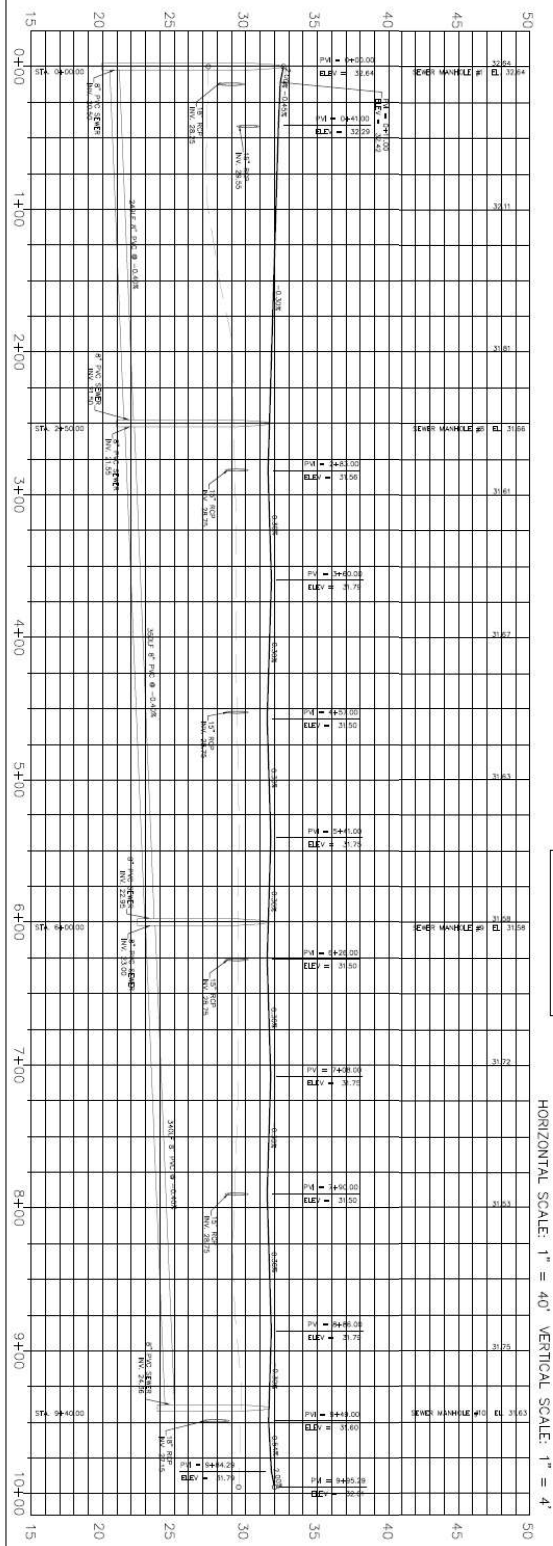
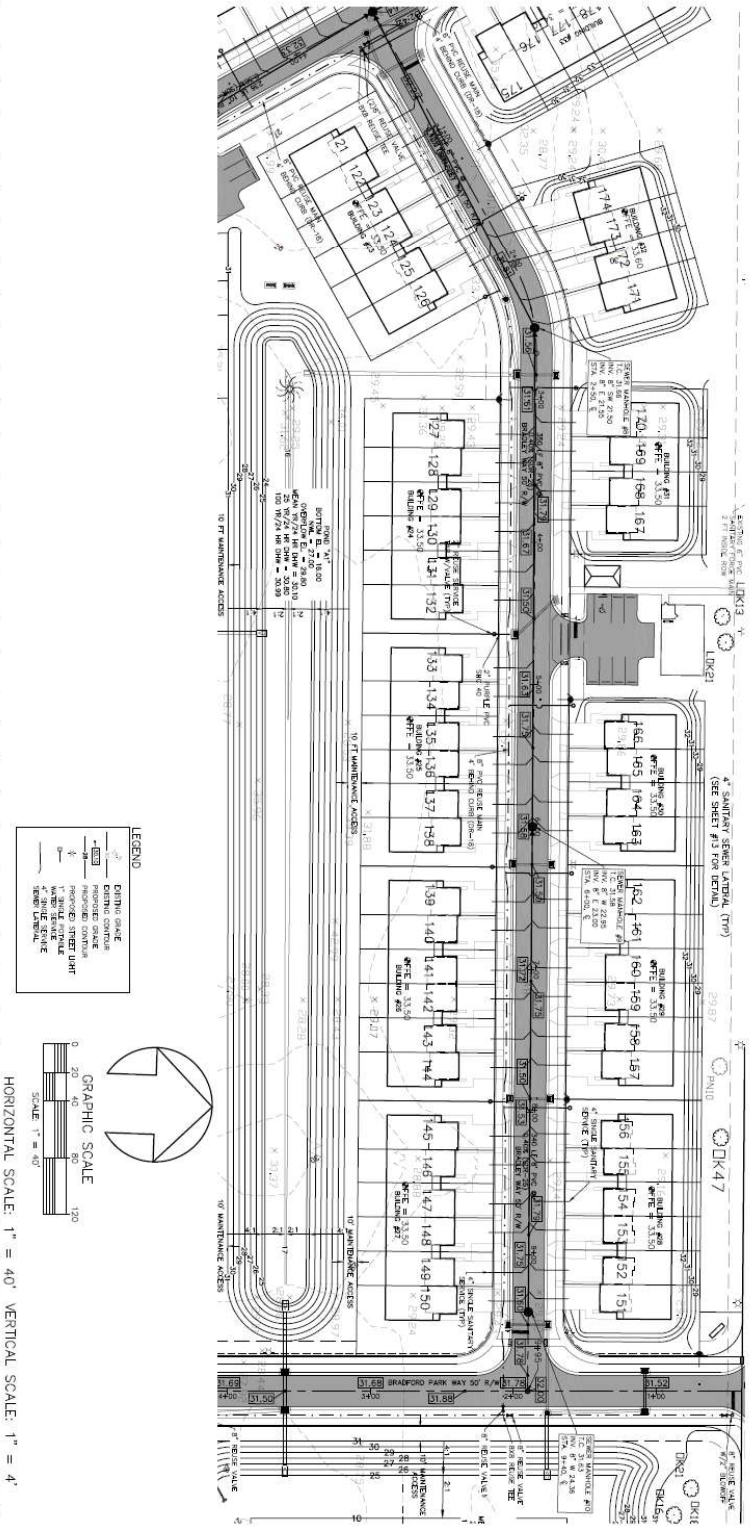
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32945 R.L.A. #0001053, STEVE BUSHNELL P.E. #63985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS





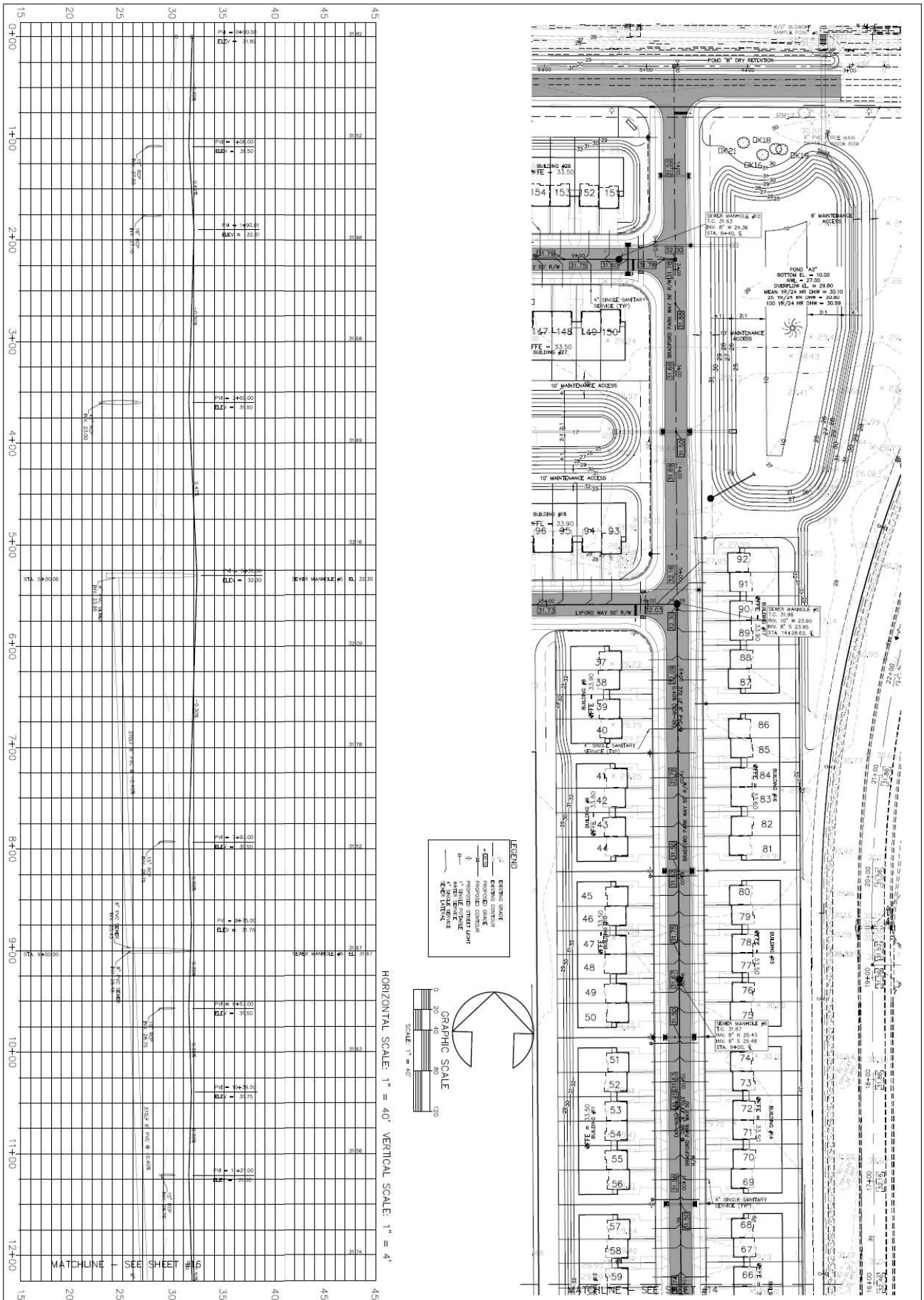
LEGEND

GRAPHIC SCALE
SCALE: 1" = 40'

SEAL		BRADFORD PARK ORMOND BEACH • FLORIDA PLAN AND PROFILE BRADLEY WAY STA. 0+00.00 – STA. 9+95.29	**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. #32445 R.L.A. #0001553, STEVE RUSHELL P.E. #53685 R.L.A. #AA0007011 CERTIFICATE OF AUTHORIZATION NUMBER: 00000910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLR
1	08/31/2023	REVISED PER CITY COMMENTS	MAC
		REVISIONS	

SHEET NO. 14
Drawn By: SLR
Date: 06/21/2023
Job #:
SCALE: 1"=40'



BRADFORD PARK
ORMOND BEACH • FLORIDA
PLAN AND PROFILE
BRADFORD PARK WAY
STA. 0+00.00 – STA. 12+00.00

SHEET NO. 15

SCALE: 1"=40'
JOB #
Drawn By: SLB
Date: 06/27/2023

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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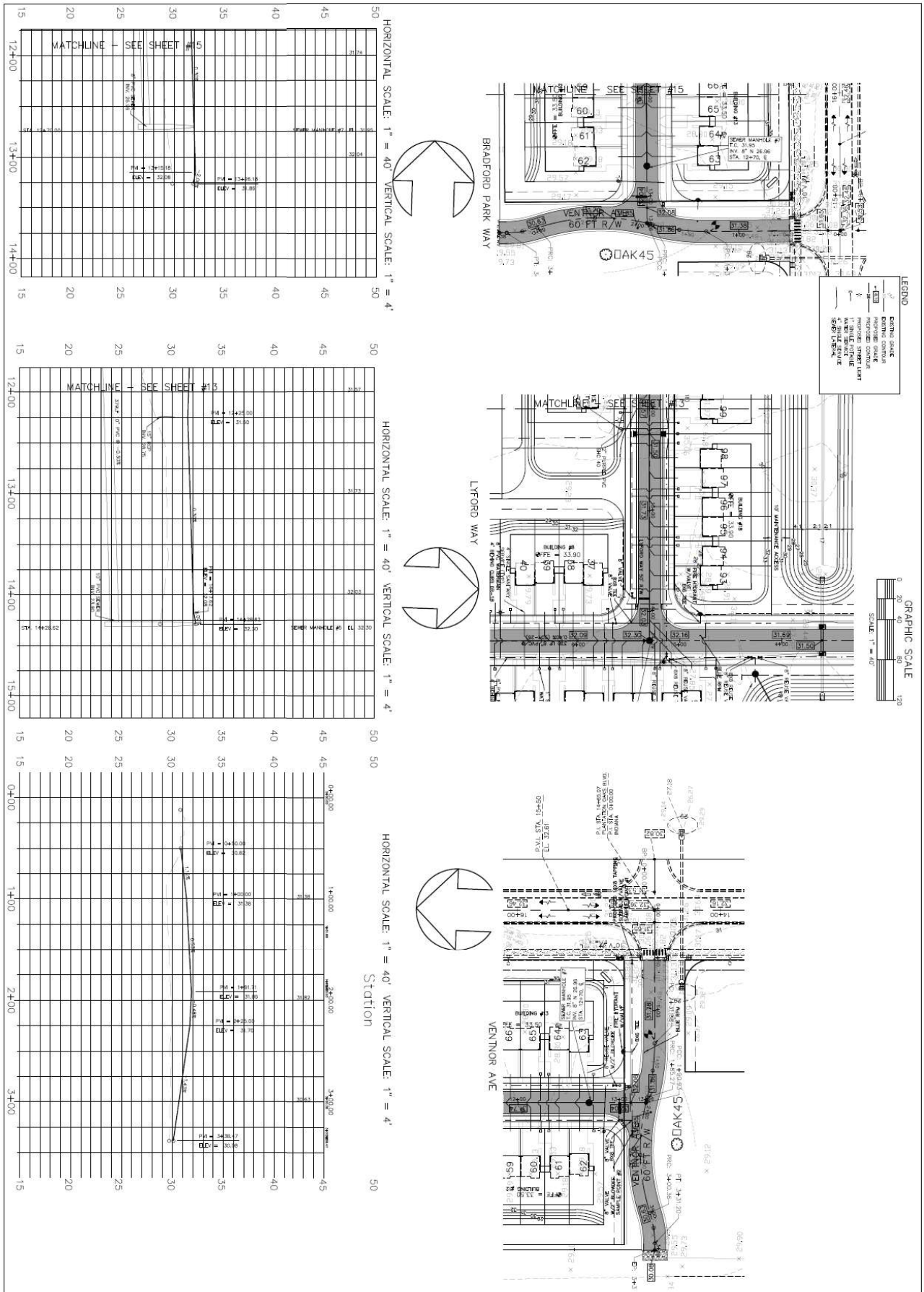
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #63985 R.L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG
		REVISIONS	



SEAL

SCALE: 1"=40'

JOB #

Drawn By: SLB

Date: 08/21/2023

SHEET NO. 16

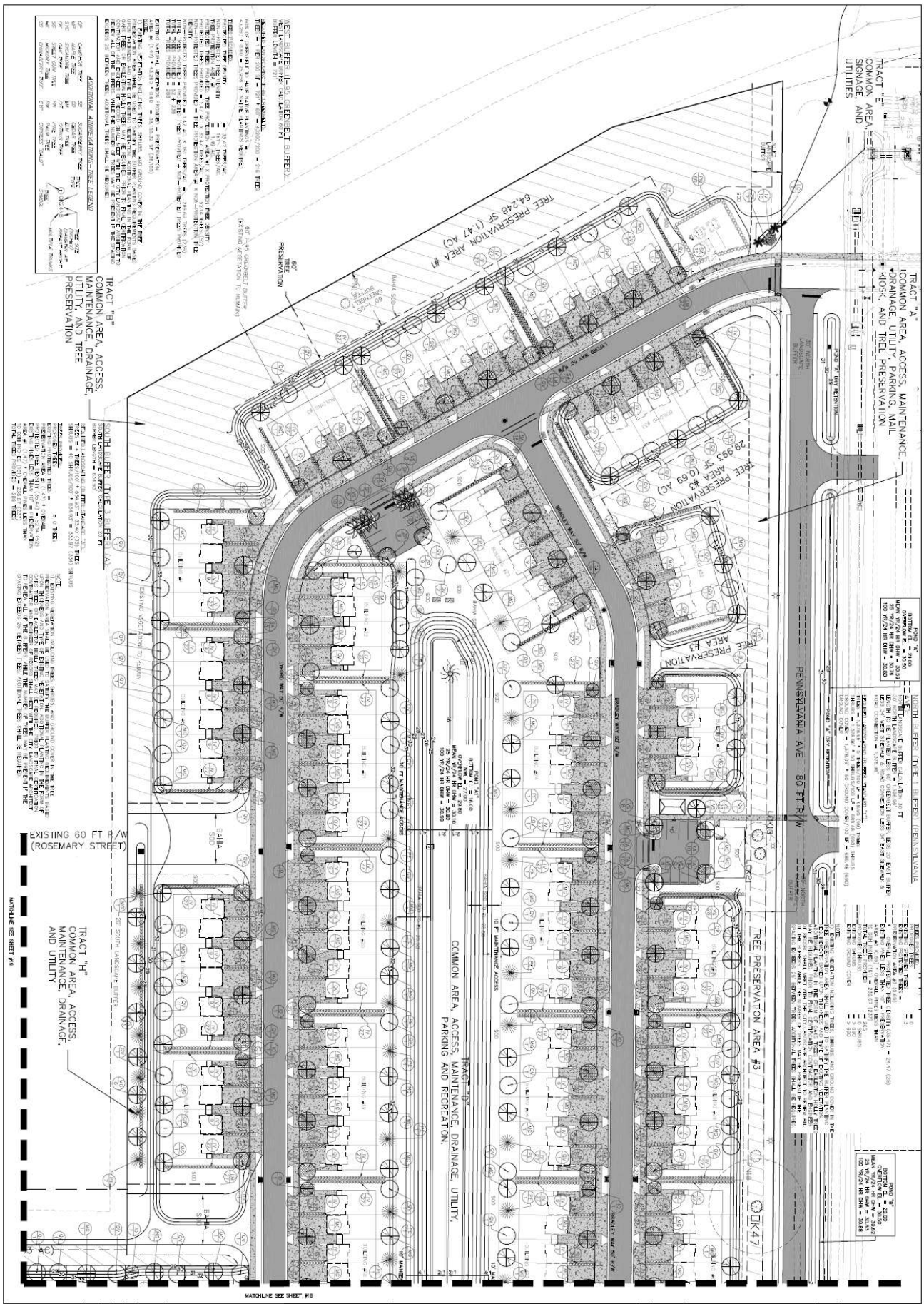
BRADFORD PARK
PLAN AND PROFILE
ORMOND BEACH • FLORIDA

BRADFORD PARK WAY
STA. 12+00.00 TO STA. 13+34.63
LYFORD WAY
STA. 12+00.00 TO STA. 14+28.62
VENTNOR AVENUE
STA. 0+00.00 - STA. 3+35.75

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #12645 R.L.A. #0001583, STEVE BUSHELL P.E. #63685 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS



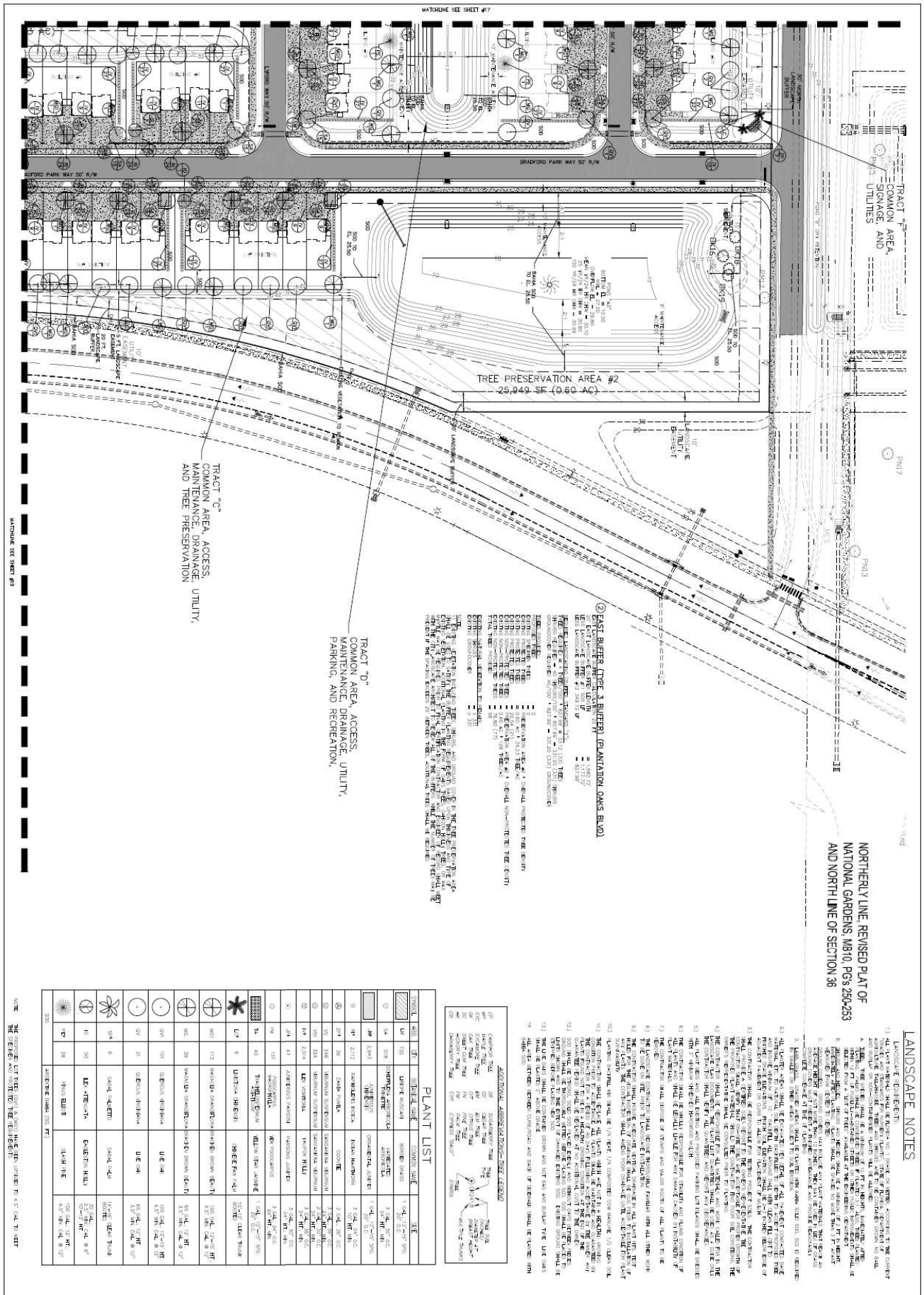
BRADFORD PARK
ORMOND BEACH • FLORIDA

LANDSCAPE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL pma@parker-mynchenberg.com
PARKER MYNCHENBERG P.E. #39845 R.L.A. #6001553, STEVE BUSHELL P.E. #53685 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG
		REVISIONS	

SHEET NO. 17
Drawn By: M. GREGG
Date: 06/21/2023
JOB # 23-20
SCALE: 1"=40'
SEAL



SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE					
	LM	735	LIRIOPE MUSCARI	BORDER GRASS	1 GAL. 12"-15" SPD.					
	MC	59	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN' (BK-TM)	BRACKENS BROWN BEAUTY	65 GAL. 12'-14" HT. 3.5" MIN. CAL @ 12"					
	QVH	100	QUERCUS VIRGINIANA	LIVE OAK	100 GAL. 12'-14" HT. 4.5" MIN. CAL @ 12"					
	QV	31	QUERCUS VIRGINIANA	LIVE OAK	100 GAL. 12'-14" HT. 4.5" MIN. CAL @ 12"					
	SPA	6	SABAL PALMETTO	SABAL PALM	14'-16' CT. FULL CROWN					
	SP	50	SABAL PALMETTO	SABAL PALM	30 GAL. 8'-10' HT. 2.5"-3" MIN. CAL @ 6"					
	TCD	28	TAXODIUM DISTICHUM	BALD CYPRESS	100 GAL. 12' HT. 4.5" MIN. CAL @ 12"					

NOTE: THE PROPOSED LOT TREES (QVH) & (MC) HAVE BEEN UPSIZED TO 4.5" CAL TO MEET THE REQUIRED AND PROTECTED TREE EQUIVALENTS

3	12/13/2023	REVISED PER CITY COMMENTS
2	11/16/2023	REVISED PER CITY COMMENTS
1	08/31/2023	REVISED PER CITY COMMENTS
NO.	DATE	DESCRIPTION

REVISIONS

BRADFORD PARK
ORMOND BEACH • FLORIDA

LANDSCAPE PLAN

SHEET NO. 18

Drawn By: M. GREGO
Date: 06/21/2023
Job # 23-20
SCALE: 1"=40'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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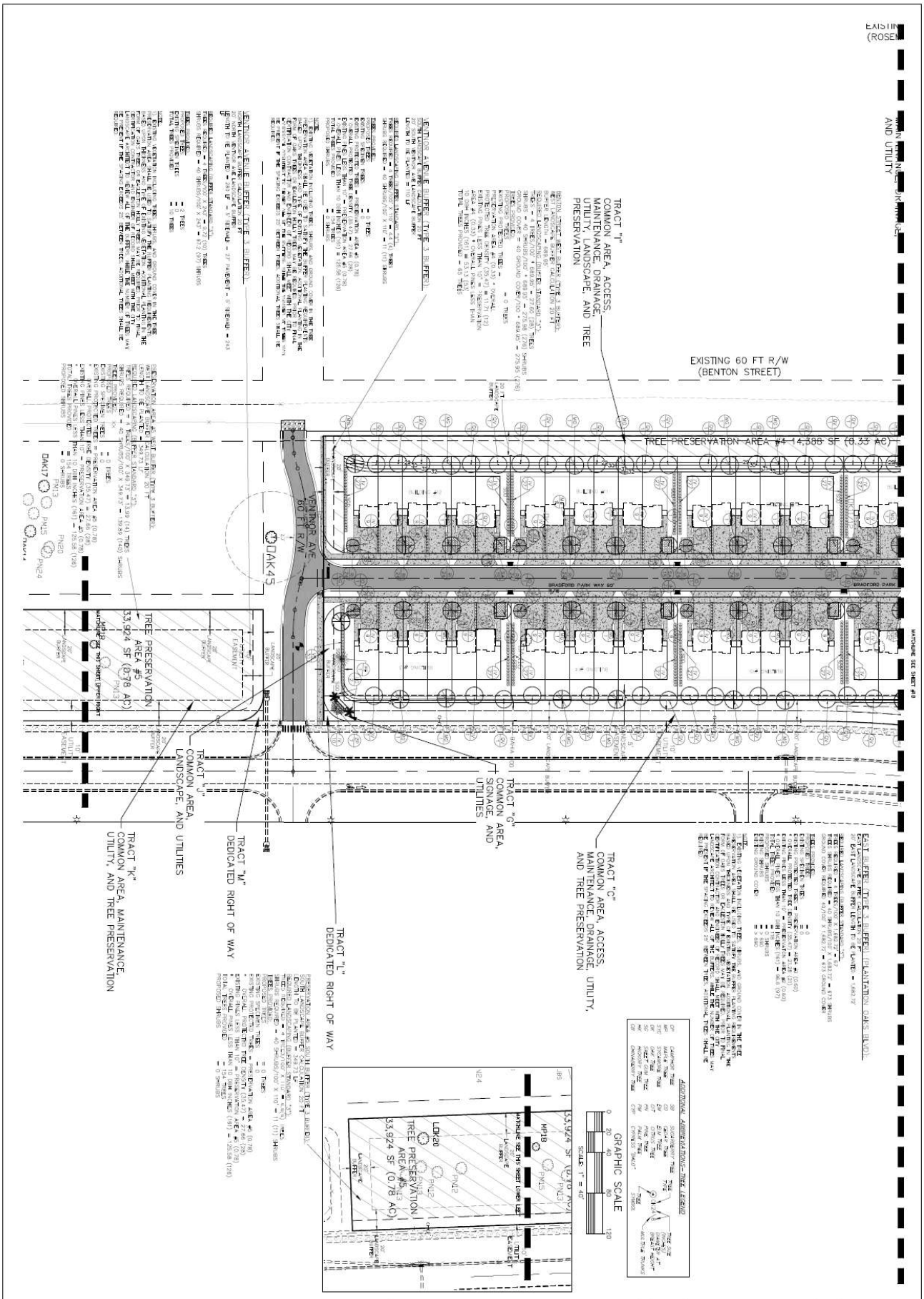
PARKER MYNCHENBERG P.E. #39545 R.L.A. #0001553, STEVE BUSHELL P.E. #59885 R.L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910



BRADFORD PARK
ORMOND BEACH • FLORIDA
LANDSCAPE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #32643 R.L.A. #0001053, STEVE BUSHELL P.E. #57685 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

SEAL

SHEET NO. 19

Drawn By: M. GREIG
Date: 06/21/2023
JOB # 23-20
SCALE: 1"=40'

OVERALL TREE CALCULATIONS

TREES REQUIRED:

OVERALL DENSITY	=	1 TREE / 1,500 SF
TREES REQUIRED	=	SITE AREA * OVERALL DENSITY
TREES REQUIRED	=	24.92 AC * 43560 SF/AC /1,500 SF
TREES REQUIRED	=	**724** TREES
PROTECTED TREE MITIGATION REQUIRED	=	**531** TREES (SEE PROTECTED TREE MITIGATION CALCULATIONS)
TOTAL TREES REQUIRED	=	**1,255** TREES

TREES PROVIDED:

EXISTING

EXISTING SPECIMEN TREES TO REMAIN	=	**10.0**
EXISTING PROTECTED TREES TO REMAIN	=	TREE PRESERVATION AREAS (1-5) * PROTECTED TREE DENSITY
EXISTING PROTECTED TREES TO REMAIN	=	3.87 AC * 34.23 TREES/AC
EXISTING PROTECTED TREES TO REMAIN	=	**132.0**
EXISTING NON-PROTECTED TREES TO REMAIN	=	TREE PRESERVATION AREAS (1-5) * NON-PROTECTED TREE DENSITY
EXISTING NON-PROTECTED TREES TO REMAIN	=	3.87 AC * 128 TREES/AC
EXISTING NON-PROTECTED TREES TO REMAIN	=	**495.0** (PINES LESS THAN 10" DBH)
SUBTOTAL (EXISTING)	=	**637.0**

PROPOSED

PALM TREES =	**12** @ 1/3 Tree Credit	=	**4**
2.5 " CAL TREES =	**50** @ 1 Tree Credit	=	**50**
3.0 " CAL TREES =	**0** @ 1.44 Tree Credits	=	**-**
3.5 " CAL TREES =	**70** @ 1.96 Tree Credits	=	**137**
4.5 " CAL TREES =	**242** @ 3.24 Tree Credits	=	**784**
4.5 " CAL TREES =	**-77** @ 3.24 Tree Credits	=	**(249)** A TOTAL OF 77-4.5" CAL TREES ARE REQUIRED TO BE USED FOR SPECIMEN TREE MITIGATION. THESE TREES HAVE BEEN REMOVED FROM THE OVERALL CALCULATIONS
SUBTOTAL (PROPOSED)	=	**726**	
TOTAL TREES PROVIDED (EXISTING & PROPOSED)	=	**1,363**	

SUMMARY

TOTAL TREES REQUIRED =	**1,255**	**OK**
TOTAL TREES PROVIDED (EXISTING & PROPOSED) =	**1,363**	**YES**

PROTECTED TREES IN UPLANDS & WETLANDS

Upland Sample Area Summary					Wetland Sample Area Summary			
(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	(100'x100') Sample 4		(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	Total
0	4	1	3		30	1	16	55

Total Number of Protected Trees = 55 trees in all sample areas
Total Number of Sample Areas = 7
Average Number of Trees per Sample Area = Total Number of Trees / Total Number of Sample Areas
Average Number of Trees per Sample Area = 55 / 7
Average Number of Trees per Sample Area = 7.86 Trees per 10,000 SF

Protected Tree Density = 7.86 * 43560 /10,000
Protected Tree Density = 34.23 Trees / AC

Total Site Area =	**1,085,495**	SF =	24.92 AC
Total Impervious Construction =	**482,610**	SF =	11.08 AC
Total Other Construction =	**434,383**	SF =	9.97 AC
Total Buffers & Tree Preservation =	**168,502**	SF =	3.87 AC

A. PROTECTED TREES MITIGATION FORM

1. Total Number of Protected Trees to be removed due to impervious construction — **329 trees**

Calculation: Impervious Area * Protected Tree Density
482,610 SF / 43560 * 34.23 trees/AC

2. Remainder of Protected trees to be removed due to other construction — **391 trees**

Calculation: Other Construction Area * Protected Tree Density
434,383 SF / 43560 * 34.23 tree/AC

3. Calculate the preserved tree density. Divide preserved protected trees by total area — **34.23 trees/AC**

Calculation: Total Number of Protected Trees in the Sample Areas / Total Sample Area (in acres)
55 / 1.6070 AC
34.23

Tree Density less than 50 Trees/acre, proceed to #4
or
Tree Density more than 50 Trees/acre, proceed to #5

4. Enter number of trees from Line #1 379 /2 = **190 trees**
Enter number of trees from Line #2 + **341 trees**
Protected Tree Mitigation Total (2 1/3" caliper tree minimum) Total = **531 trees**

B. Specimen Trees

Specimen Total 97 / total acreage of 24.9200 = 3.89 Trees per acre
75% (percent required to save) (X) 97 total specimen trees = 73 Min # of Specimen Trees to preserve

NON-PROTECTED TREES IN UPLANDS & WETLANDS

Upland Sample Area Summary				Wetland Sample Area Summary			
(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	(100'x100') Sample 4	(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	Total
40	33	40	35	2	12	43	205

Total Number of Non-Protected Trees = 205 trees in all sample areas
Total Number of Sample Areas = 7
Average Number of Trees per Sample Area = Total Number of Trees / Total Number of Sample Areas
Average Number of Trees per Sample Area = 205 / 7
Average Number of Trees per Sample Area = 29.29 Trees per 10,000 SF

Protected Tree Density = 29.29 * 43560 /10,000
Protected Tree Density = 128 Trees / AC

Tree Preservation ID	Tree Preservation Area (ac)	Non-Protected Tree Density (tree/ac)	# of non-protected trees
1	1.47	128	188
2	0.60	128	77
3	0.69	128	88
4	0.33	128	42
5	0.78	128	100
Total =	3.87		**495**

UPLAND SAMPLE AREA #1

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	29	No	No	No
PINE	7	7	No	No	No
PINE	8	4	No	No	No
Total Non-Protect Trees =		**40**			

UPLAND SAMPLE AREA #2

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	12	No	No	No
PINE	7	13	No	No	No
PINE	8	6	No	No	No
PINE	9	2	No	No	No
PINE	10	1	Yes	No	No
PINE	11	1	Yes	No	No
CEDAR	7	1	Yes	No	No
OAK	11	1	Yes	No	No
Total Non-Protect Trees =		**33**			

UPLAND SAMPLE AREA #3

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	19	No	No	No
PINE	7	11	No	No	No
PINE	8	6	No	No	No
PINE	9	4	No	No	No
PINE	10	1	Yes	No	No
Total Non-Protect Trees =		**40**			

UPLAND SAMPLE AREA #4

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	26	No	No	No
PINE	7	7	No	No	No
PINE	8	2	No	No	No
PINE	14	2	Yes	No	No
PINE	16	1	Yes	No	No
PALM	14	1	No	No	No
PALM	15	1	No	No	No
OAK	16	1	Yes	Yes	No
Total Non-Protect Trees =		**35**			

NOTE: PINE TREES ARE PROTECTED AT 10" DBH AND LARGER

WETLAND SAMPLE AREA #1

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	9	2	No	No	No
PINE	11	3	Yes	No	No
PINE	13	1	Yes	No	No
PINE	14	1	Yes	No	No
PINE	18	1	Yes	No	No
BALD CYPRESS	6	2	Yes	No	No
BALD CYPRESS	7	2	Yes	No	No
BALD CYPRESS	8	4	Yes	No	No
BALD CYPRESS	9	9	Yes	No	No
BALD CYPRESS	10	7	Yes	No	No
BALD CYPRESS	11	2	Yes	No	No
BALD CYPRESS	12	6	Yes	Yes	No
BALD CYPRESS	13	11	Yes	Yes	No
BALD CYPRESS	15	1	Yes	Yes	No
BALD CYPRESS	18	1	Yes	Yes	No
Total Non-Protect Trees =		**2**			

WETLAND SAMPLE AREA #2

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	7	No	No	No
PINE	7	3	No	No	No
PINE	8	1	No	No	No
PINE	9	1	No	No	No
PINE	13	1	Yes	No	No
Total Non-Protect Trees =		**12**			

WETLAND SAMPLE AREA #3

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	4	1	No	No	No
PINE	6	11	No	No	No
PINE	7	10	No	No	No
PINE	8	11	No	No	No
PINE	9	10	No	No	No
PINE	10	10	Yes	No	No
PINE	11	4	Yes	No	No
PINE	12	1	Yes	No	No
PINE	13	1	Yes	No	No
Total Non-Protect Trees =		**43**			

BUILDING TREE REQUIREMENTS

LOT #	AREA	TREES REQUIRED 1/1500
BLDG 1 LOTS 1-6	15,580	10
BLDG 2 LOTS 7-12	15,580	10
BLDG 3 LOTS 13-16	11,055	7
BLDG 4 LOTS 17-20	12,093	8
BLDG 5 LOTS 21-26	15,579	10
BLDG 6 LOTS 27-32	15,579	10
BLDG 7 LOTS 33-36	11,020	7
BLDG 8 LOTS 37-40	11,437	8
BLDG 9 LOTS 41-44	11,020	7
BLDG 10 LOTS 45-50	15,580	10
BLDG 11 LOTS 51-56	15,580	10
BLDG 12 LOTS 57-62	15,579	10
BLDG 13 LOTS 63-68	15,579	10
BLDG 14 LOTS 69-74	15,580	10
BLDG 15 LOTS 75-80	15,580	10
BLDG 16 LOTS 81-86	15,580	10
BLDG 17 LOTS 87-92	15,580	10
BLDG 18 LOTS 93-98	16,870	11
BLDG 19 LOTS 99-104	15,580	10
BLDG 20 LOTS 105-110	15,589	10
BLDG 21 LOTS 111-116	15,580	10
BLDG 22 LOTS 117-120	12,047	8
BLDG 23 LOTS 121-126	15,578	10
BLDG 24 LOTS 127-132	15,580	10
BLDG 25 LOTS 133-138	15,580	10
BLDG 26 LOTS 139-144	15,580	10
BLDG 27 LOTS 145-150	16,827	11
BLDG 28 LOTS 151-156	16,900	11
BLDG 29 LOTS 157-162	15,580	10
BLDG 30 LOTS 163-166	11,020	7
BLDG 31 LOTS 167-170	11,020	7
BLDG 32 LOTS 171-174	11,481	8
BLDG 33 LOTS 175-180	16,871	11
	Total =	311

Total Building Lot Required Trees = 311
Total Building Lot Provided Trees = 334

SPECIMEN TREES MITIGATION FORM

SPECIMEN TREES BEING REMOVED

Caliper	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
12	30	1	30	$ 307.00	$ 9,210.00
13	19	1	19	$ 360.00	$ 6,840.00
14	11	1	11	$ 418.00	$ 4,598.00
15	9	2	18	$ 480.00	$ 4,320.00
16	6	2	12	$ 546.00	$ 3,276.00
17	3	2	6	$ 616.00	$ 1,848.00
18	6	2	12	$ 690.00	$ 4,140.00
20	2	2	4	$ 853.00	$ 1,706.00
22	1	3	3	$ 1,032.00	$ 1,032.00
Subtotal =	87	**TOTAL MITIGATION**	115	**TOTAL**	$ 36,970.00

SPECIMEN TREES BEING SAVED

Caliper	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
13	1	1	1	$ 360.00	$ 360.00
16	1	2	2	$ 546.00	$ 546.00
18	2	2	4	$ 769.00	$ 1,538.00
19	1	2	2	$ 853.00	$ 853.00
20	1	2	2	$ 616.00	$ 616.00
21	2	3	6	$ 940.00	$ 1,880.00
45	1	10	10	$ 4,293.00	$ 4,293.00
47	1	11	11	$ 4,682.00	$ 4,682.00
Subtotal =	10	**TOTAL CREDITS**	(38)	**TOTAL**	$ (14,768.00)

Total =	**97**	**TOTAL MITIGATION**	115		$ 36,970.00
		TOTAL CREDITS	-38		$ (14,768.00)
		4 1/2" to plant	77	**OR Donation OF**	**$ 22,202.00**

SPECIMEN TREE MITIGATION

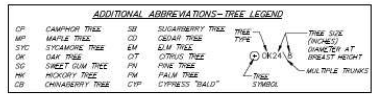
REQUIRED SPECIMEN TREE MITIGATION = 77 TREES @ 4.5" CALIPER
PROVIDED (QV1) + (MG1) (LOT TREES) = 77 TREES @ 4.5" CALIPER

SPECIMEN TREE CALCULATION:

TOTAL SPECIMEN TREES = 97
SPECIMEN TREE DENSITY = 97/24.92 AC = 3.89 TREES/AC
SEC 3.04. 3 TO 5 TREES PER AC. = PROTECT 75%
SPECIMEN TREES TO PROTECT = 0.75 * 97 TREES
TOTAL SPECIMEN TREES (TO REMAIN) = 73 TREES
SPECIMEN TREES PRESERVED = 10 TREES

ADDITIONAL ABBREVIATIONS - TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	OT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	CYP	CYPRESS "BALD"



NO.	DATE	REVISIONS	BY
3	12/13/2023	REVISED PER CITY COMMENTS	SLB
2	10/10/2023	REVISED PER CITY COMMENTS	MAG
1	09/26/2023	REVISED PER CITY COMMENTS	MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2154 E-MAIL pm@parkermynchenberg.com
PARKER MYNCHENBERG PE #57048 P.E. #70985 LA #6666701
CERTIFICATE OF AUTHORIZATION NUMBER 00005970

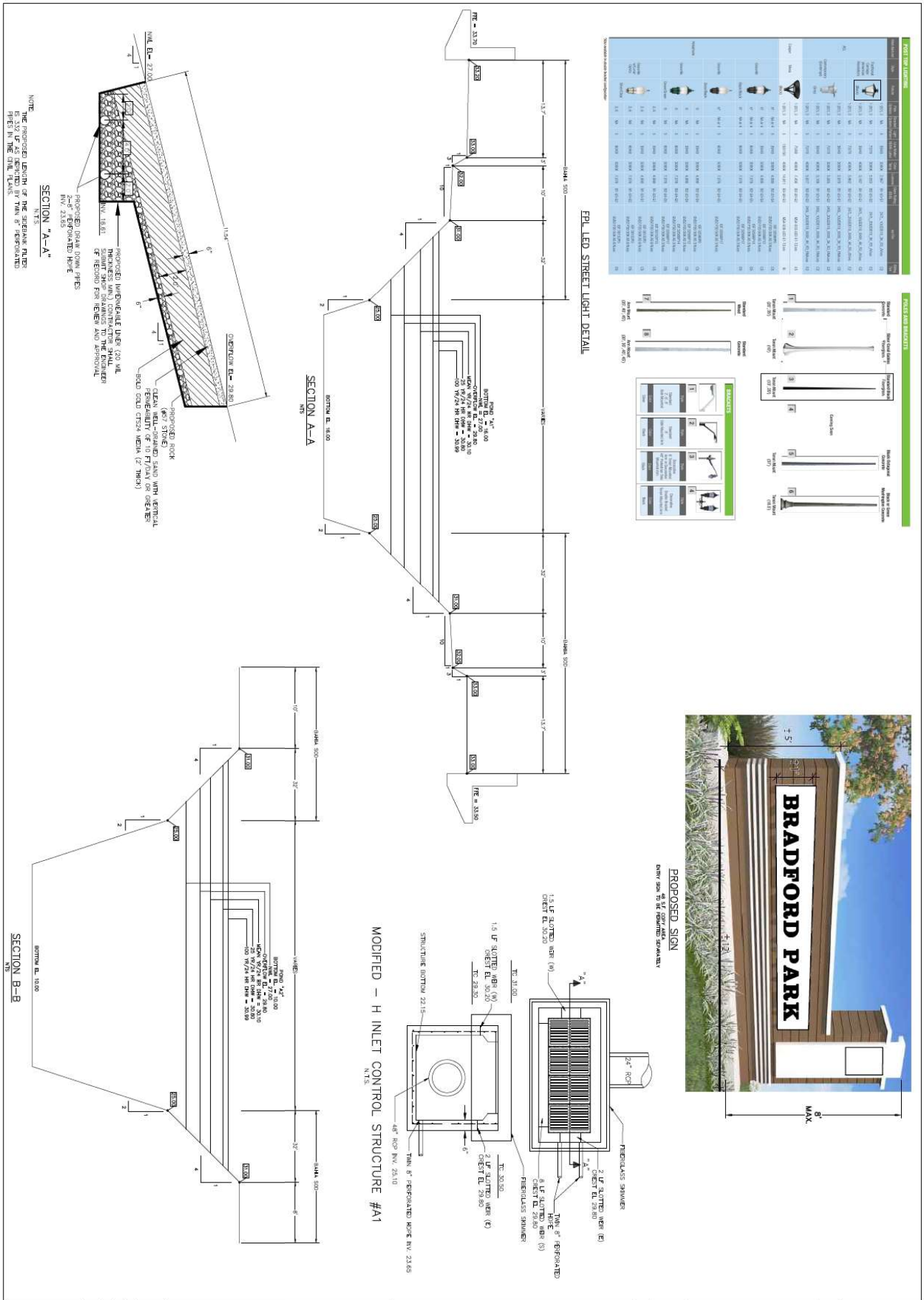
BRADFORD PARK
ORMOND BEACH * FLORIDA

LANDSCAPE CALCULATIONS

21A
SHEET NO.

Drawn By: M .ORECO
Date: 06/21/2023
JOB # 23-20
SCALE: NTS

SEAL



2	11/16/2023	REVISED PER CITY COMMENTS
1	08/31/2023	REVISED PER CITY COMMENTS
NO.	DATE	DESCRIPTION

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #33845 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

BRADFORD PARK
ORMOND BEACH * FLORIDA

PAVING AND DRAINAGE DETAILS

SHEET NO. 31

Drawn By: M. GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: NTS

SEAL

ATTACHMENT 3

Final Plat

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

BRADFORD PARK DESCRIPTION:

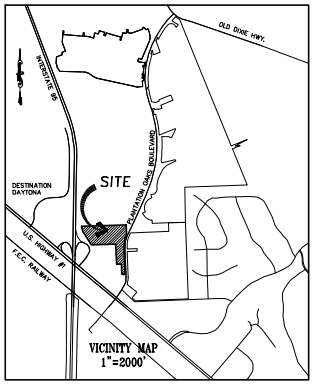
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

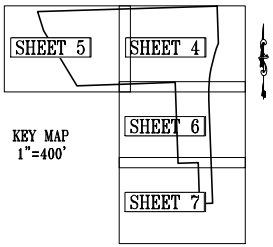
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46"E, A DISTANCE OF 350.00 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:___ PAGE:___

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, HAMMOND STREET AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS
_____
_____

WITNESS
_____
_____

_____
BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS ____DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____
STATE OF FLORIDA AT LARGE _____
TITLE / RANK: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 7

BRADFORD PARK

MAP BOOK:___ PAGE:___

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD HOMEOWNERS ASSOCIATION, INC. BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC. RECORDED IN O.R.B. _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. 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.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION AREAS.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO BUILDINGS OR VERTICAL STRUCTURES, INCLUDING ANY FENCES, ARE PERMITTED WITHIN THE LANDSCAPE EASEMENT LOCATED AT THE REAR OF LOTS 63–82. THE FOREGOING SENTENCE SHALL NOT PROHIBIT ANY TREES, SHRUBS, OR OTHER PLANTINGS, OR ANY RELATED IRRIGATION OR LIGHTING IMPROVEMENTS.

16. THE LANDSCAPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
(1)	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

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LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

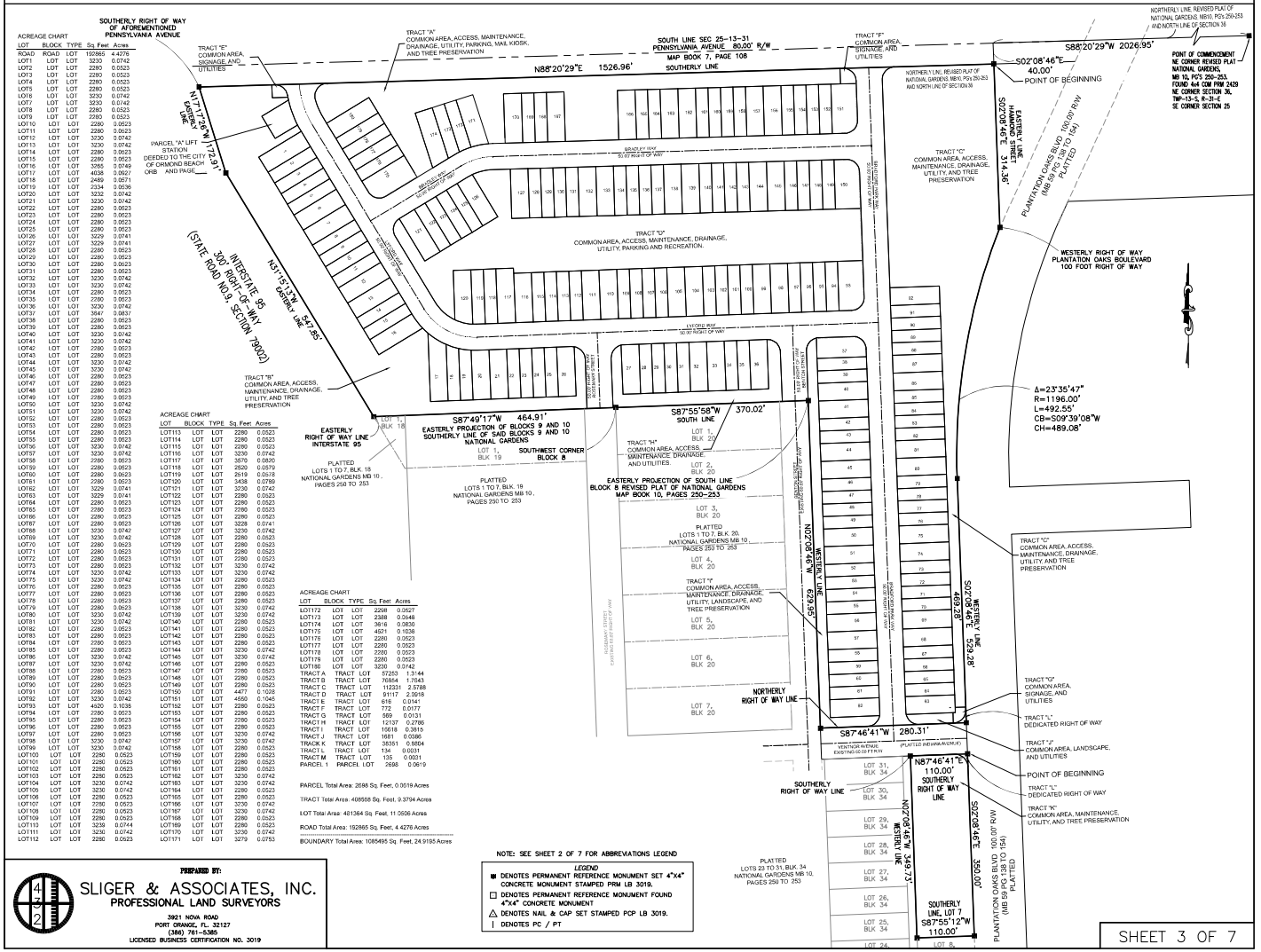
A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE

0 100 200 300

(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	LOT	192865	4.4276
LOT1	LOT	LOT	3230	0.0742
LOT2	LOT	LOT	2280	0.0523
LOT3	LOT	LOT	2280	0.0523
LOT4	LOT	LOT	2280	0.0523
LOT5	LOT	LOT	2280	0.0523
LOT6	LOT	LOT	3230	0.0742
LOT7	LOT	LOT	3230	0.0742
LOT8	LOT	LOT	2280	0.0523
LOT9	LOT	LOT	2280	0.0523
LOT10	LOT	LOT	2280	0.0523
LOT11	LOT	LOT	2280	0.0523
LOT12	LOT	LOT	3230	0.0742
LOT13	LOT	LOT	3230	0.0742
LOT14	LOT	LOT	2280	0.0523
LOT15	LOT	LOT	2280	0.0523
LOT16	LOT	LOT	3265	0.0749
LOT17	LOT	LOT	4038	0.0927
LOT18	LOT	LOT	2489	0.0571
LOT19	LOT	LOT	2334	0.0536
LOT20	LOT	LOT	3232	0.0742
LOT21	LOT	LOT	3230	0.0742
LOT22	LOT	LOT	2280	0.0523
LOT23	LOT	LOT	2280	0.0523
LOT24	LOT	LOT	2280	0.0523
LOT25	LOT	LOT	2280	0.0523
LOT26	LOT	LOT	3229	0.0741
LOT27	LOT	LOT	3229	0.0741
LOT28	LOT	LOT	2280	0.0523
LOT29	LOT	LOT	2280	0.0523
LOT30	LOT	LOT	2280	0.0523
LOT31	LOT	LOT	2280	0.0523
LOT32	LOT	LOT	3230	0.0742
LOT33	LOT	LOT	3230	0.0742
LOT34	LOT	LOT	2280	0.0523
LOT35	LOT	LOT	2280	0.0523
LOT36	LOT	LOT	3230	0.0742
LOT37	LOT	LOT	3647	0.0837
LOT38	LOT	LOT	2280	0.0523
LOT39	LOT	LOT	2280	0.0523
LOT40	LOT	LOT	3230	0.0742
LOT41	LOT	LOT	3230	0.0742
LOT42	LOT	LOT	2280	0.0523
LOT43	LOT	LOT	2280	0.0523
LOT44	LOT	LOT	3230	0.0742
LOT45	LOT	LOT	3230	0.0742
LOT46	LOT	LOT	2280	0.0523
LOT47	LOT	LOT	2280	0.0523
LOT48	LOT	LOT	2280	0.0523
LOT49	LOT	LOT	2280	0.0523
LOT50	LOT	LOT	3230	0.0742
LOT51	LOT	LOT	3230	0.0742
LOT52	LOT	LOT	2280	0.0523
LOT53	LOT	LOT	2280	0.0523
LOT54	LOT	LOT	2280	0.0523
LOT55	LOT	LOT	2280	0.0523
LOT56	LOT	LOT	3230	0.0742
LOT57	LOT	LOT	3230	0.0742
LOT58	LOT	LOT	2280	0.0523
LOT59	LOT	LOT	2280	0.0523
LOT60	LOT	LOT	2280	0.0523
LOT61	LOT	LOT	2280	0.0523
LOT62	LOT	LOT	3229	0.0741
LOT63	LOT	LOT	3229	0.0741
LOT64	LOT	LOT	2280	0.0523
LOT65	LOT	LOT	2280	0.0523
LOT66	LOT	LOT	2280	0.0523
LOT67	LOT	LOT	2280	0.0523
LOT68	LOT	LOT	3230	0.0742
LOT69	LOT	LOT	3230	0.0742
LOT70	LOT	LOT	2280	0.0523
LOT71	LOT	LOT	2280	0.0523
LOT72	LOT	LOT	2280	0.0523
LOT73	LOT	LOT	2280	0.0523
LOT74	LOT	LOT	3230	0.0742
LOT75	LOT	LOT	3230	0.0742
LOT76	LOT	LOT	2280	0.0523
LOT77	LOT	LOT	2280	0.0523
LOT78	LOT	LOT	2280	0.0523
LOT79	LOT	LOT	2280	0.0523
LOT80	LOT	LOT	3230	0.0742
LOT81	LOT	LOT	2280	0.0523
LOT82	LOT	LOT	2280	0.0523
LOT83	LOT	LOT	2280	0.0523
LOT84	LOT	LOT	2280	0.0523
LOT85	LOT	LOT	2280	0.0523
LOT86	LOT	LOT	3230	0.0742
LOT87	LOT	LOT	3230	0.0742
LOT88	LOT	LOT	2280	0.0523
LOT89	LOT	LOT	2280	0.0523
LOT90	LOT	LOT	2280	0.0523
LOT91	LOT	LOT	2280	0.0523
LOT92	LOT	LOT	3230	0.0742
LOT93	LOT	LOT	4020	0.1038
LOT94	LOT	LOT	2280	0.0523
LOT95	LOT	LOT	2280	0.0523
LOT96	LOT	LOT	2280	0.0523
LOT97	LOT	LOT	2280	0.0523
LOT98	LOT	LOT	3230	0.0742
LOT99	LOT	LOT	3230	0.0742
LOT100	LOT	LOT	2280	0.0523
LOT101	LOT	LOT	2280	0.0523
LOT102	LOT	LOT	2280	0.0523
LOT103	LOT	LOT	2280	0.0523
LOT104	LOT	LOT	3230	0.0742
LOT105	LOT	LOT	3230	0.0742
LOT106	LOT	LOT	2280	0.0523
LOT107	LOT	LOT	2280	0.0523
LOT108	LOT	LOT	2280	0.0523
LOT109	LOT	LOT	2280	0.0523
LOT110	LOT	LOT	3238	0.0744
LOT111	LOT	LOT	3230	0.0742
LOT112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT113	LOT	LOT	2280	0.0523
LOT114	LOT	LOT	2280	0.0523
LOT115	LOT	LOT	2280	0.0523
LOT116	LOT	LOT	3230	0.0742
LOT117	LOT	LOT	3670	0.0830
LOT118	LOT	LOT	2520	0.0579
LOT119	LOT	LOT	2519	0.0578
LOT120	LOT	LOT	3438	0.0789
LOT121	LOT	LOT	3230	0.0742
LOT122	LOT	LOT	2280	0.0523
LOT123	LOT	LOT	2280	0.0523
LOT124	LOT	LOT	2280	0.0523
LOT125	LOT	LOT	2280	0.0523
LOT126	LOT	LOT	3228	0.0741
LOT127	LOT	LOT	3230	0.0742
LOT128	LOT	LOT	2280	0.0523
LOT129	LOT	LOT	2280	0.0523
LOT130	LOT	LOT	2280	0.0523
LOT131	LOT	LOT	2280	0.0523
LOT132	LOT	LOT	3230	0.0742
LOT133	LOT	LOT	3230	0.0742
LOT134	LOT	LOT	2280	0.0523
LOT135	LOT	LOT	2280	0.0523
LOT136	LOT	LOT	2280	0.0523
LOT137	LOT	LOT	2280	0.0523
LOT138	LOT	LOT	3230	0.0742
LOT139	LOT	LOT	3230	0.0742
LOT140	LOT	LOT	2280	0.0523
LOT141	LOT	LOT	2280	0.0523
LOT142	LOT	LOT	2280	0.0523
LOT143	LOT	LOT	2280	0.0523
LOT144	LOT	LOT	3230	0.0742
LOT145	LOT	LOT	3230	0.0742
LOT146	LOT	LOT	2280	0.0523
LOT147	LOT	LOT	2280	0.0523
LOT148	LOT	LOT	2280	0.0523
LOT149	LOT	LOT	2280	0.0523
LOT150	LOT	LOT	4477	0.1028
LOT151	LOT	LOT	4550	0.1045
LOT152	LOT	LOT	2280	0.0523
LOT153	LOT	LOT	2280	0.0523
LOT154	LOT	LOT	2280	0.0523
LOT155	LOT	LOT	2280	0.0523
LOT156	LOT	LOT	3230	0.0742
LOT157	LOT	LOT	3230	0.0742
LOT158	LOT	LOT	2280	0.0523
LOT159	LOT	LOT	2280	0.0523
LOT160	LOT	LOT	2280	0.0523
LOT161	LOT	LOT	2280	0.0523
LOT162	LOT	LOT	3230	0.0742
LOT163	LOT	LOT	3230	0.0742
LOT164	LOT	LOT	2280	0.0523
LOT165	LOT	LOT	2280	0.0523
LOT166	LOT	LOT	3230	0.0742
LOT167	LOT	LOT	3230	0.0742
LOT168	LOT	LOT	2280	0.0523
LOT169	LOT	LOT	2280	0.0523
LOT170	LOT	LOT	3230	0.0742
LOT171	LOT	LOT	3279	0.0753

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT172	LOT	LOT	2298	0.0527
LOT173	LOT	LOT	2388	0.0548
LOT174	LOT	LOT	3616	0.0830
LOT175	LOT	LOT	4521	0.1038
LOT176	LOT	LOT	2280	0.0523
LOT177	LOT	LOT	2280	0.0523
LOT178	LOT	LOT	2280	0.0523
LOT179	LOT	LOT	2280	0.0523
LOT180	LOT	LOT	3230	0.0742
TRACT A	TRACT	LOT	57253	1.3144
TRACT B	TRACT	LOT	76854	1.7643
TRACT C	TRACT	LOT	112331	2.5788
TRACT D	TRACT	LOT	91117	2.0918
TRACT E	TRACT	LOT	616	0.0141
TRACT F	TRACT	LOT	772	0.0177
TRACT G	TRACT	LOT	569	0.0131
TRACT H	TRACT	LOT	12137	0.2786
TRACT I	TRACT	LOT	16618	0.3815
TRACT J	TRACT	LOT	1681	0.0386
TRACK K	TRACT	LOT	38581	0.8856
TRACT L	TRACT	LOT	134	0.0031
TRACT M	TRACT	LOT	135	0.0031
PARCEL 1	PARCEL	LOT	2698	0.0619

PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres

TRACT Total Area: 408598 Sq. Feet, 9.3794 Acres

LOT Total Area: 481364 Sq. Feet, 11.0506 Acres

ROAD Total Area: 192865 Sq. Feet, 4.4276 Acres

BOUNDARY Total Area: 1085495 Sq. Feet, 24.9185 Acres

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

- ⊕ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

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LICENSED BUSINESS CERTIFICATION NO. 3019

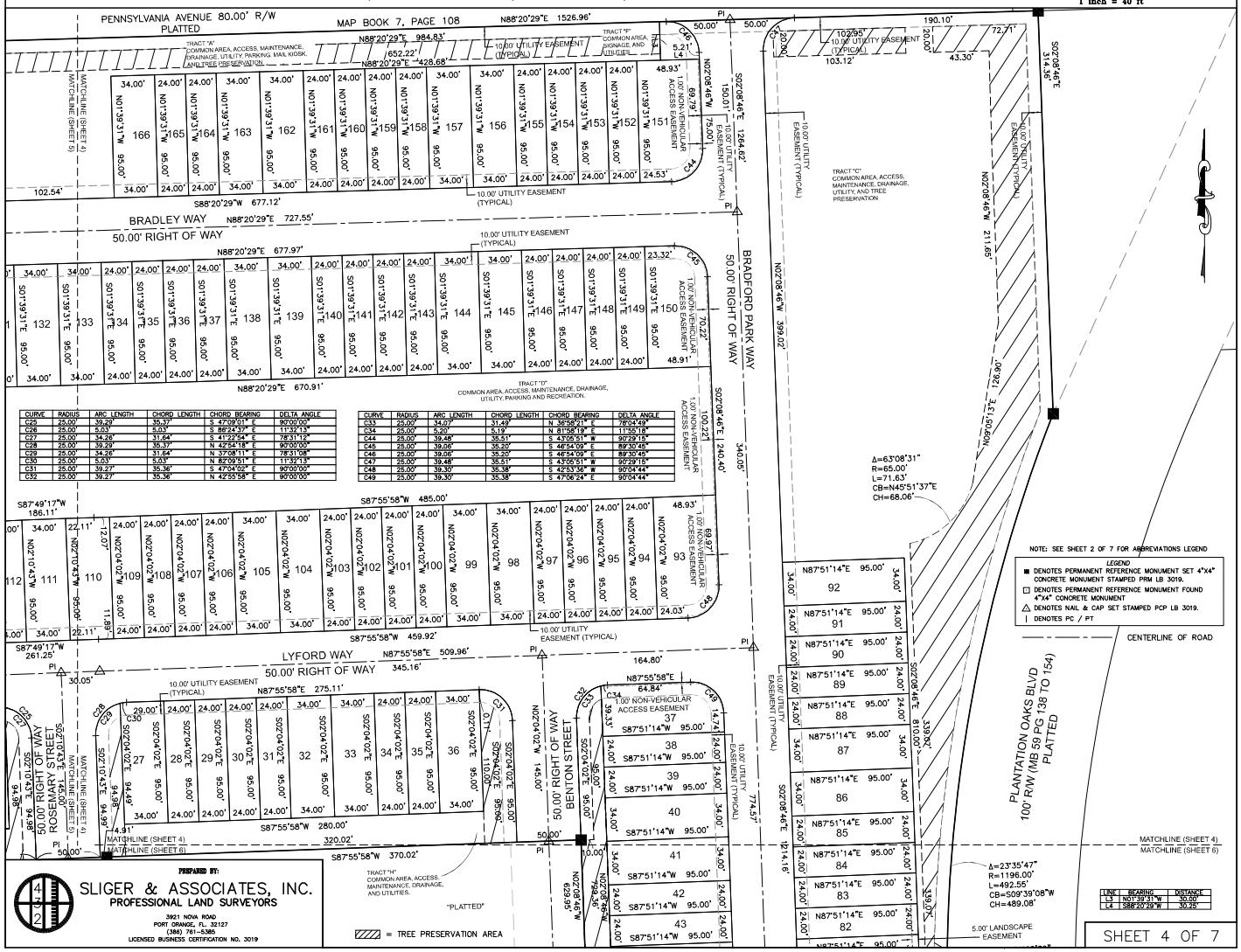
SHEET 3 OF 7

BRADFORD PARK

MAP BOOK:___ PAGE:___

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°00'00"
C26	25.00'	5.03'	5.03'	S 86°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C28	25.00'	39.29'	35.37'	N 42°54'18" E	90°00'00"
C29	25.00'	34.26'	31.64'	N 37°08'31" E	78°31'08"
C30	25.00'	5.03'	5.03'	N 82°09'51" E	11°32'13"
C31	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C32	25.00'	39.27'	35.36'	N 42°55'58" E	90°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C33	25.00'	34.07'	31.49'	N 36°58'21" E	78°04'49"
C34	25.00'	5.20'	5.19'	N 81°56'19" E	11°55'18"
C44	25.00'	39.48'	35.51'	S 43°06'51" W	90°29'15"
C45	25.00'	39.06'	35.20'	S 44°54'09" E	89°30'45"
C46	25.00'	39.06'	35.20'	S 45°54'09" E	89°30'45"
C47	25.00'	39.48'	35.51'	S 43°06'51" W	90°29'15"
C48	25.00'	39.30'	35.38'	S 47°53'26" W	90°04'44"
C49	25.00'	39.30'	35.38'	S 47°06'24" E	90°04'44"

LINE	BEARING	DISTANCE
L3	N07°39'31"W	30.00'
L4	S88°20'29"W	30.05'

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SHEET 4 OF 7

BRADFORD PARK

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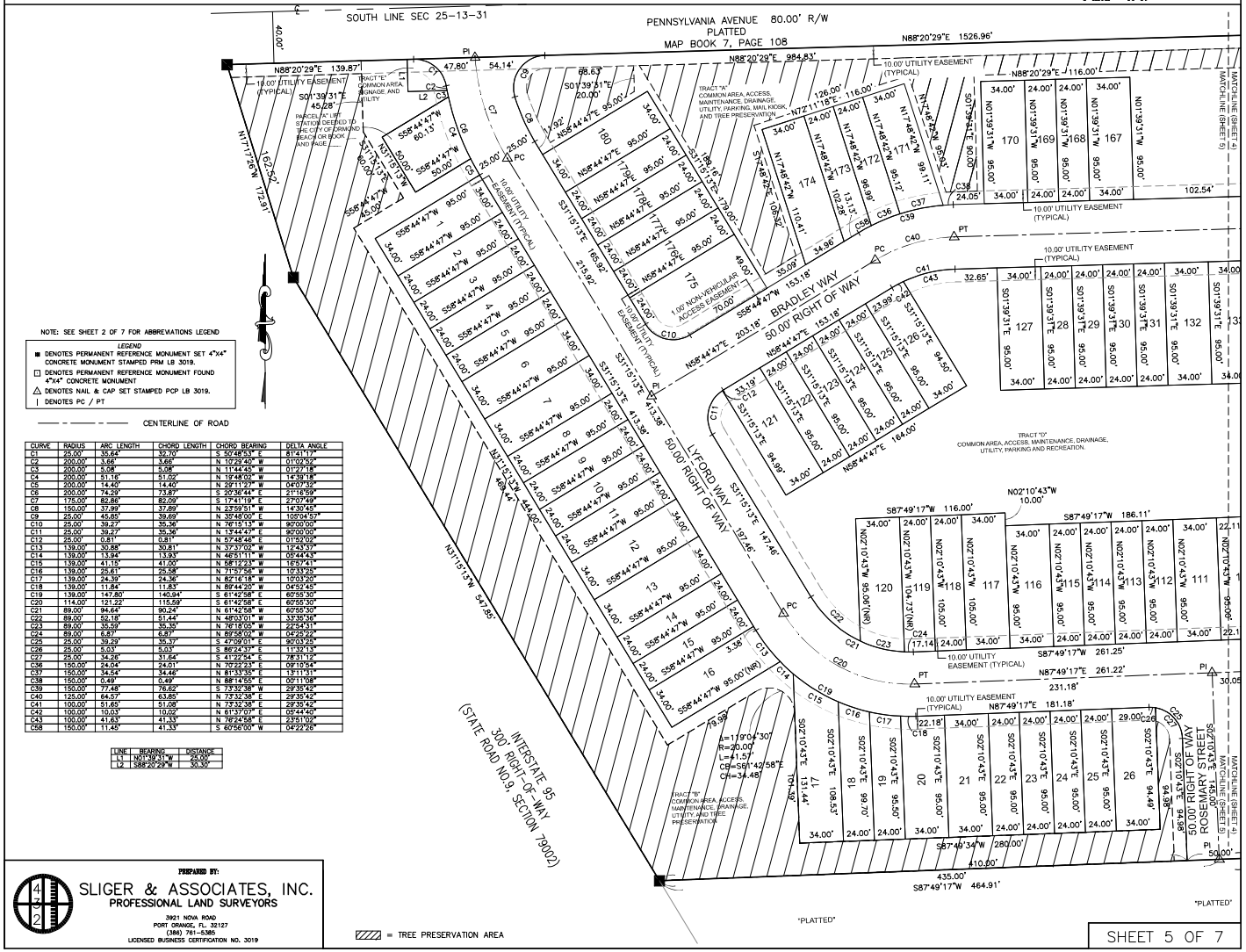
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	35.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	3.66'	3.66'	N 10°29'40" W	01°02'52"
C3	200.00'	5.08'	5.08'	N 11°44'45" W	01°27'18"
C4	200.00'	51.16'	51.02'	N 19°48'02" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 29°11'27" W	04°07'32"
C6	200.00'	74.39'	73.97'	S 20°36'44" E	21°18'59"
C7	175.00'	82.86'	82.09'	S 17°41'19" E	27°07'49"
C8	150.00'	37.99'	37.89'	N 23°59'51" W	14°30'45"
C9	25.00'	45.80'	39.69'	N 35°48'00" E	105°54'52"
C10	25.00'	39.27'	35.36'	N 76°15'13" W	90°00'00"
C11	25.00'	39.27'	35.36'	N 13°44'47" E	90°00'00"
C12	25.00'	0.81'	0.81'	N 57°48'48" E	01°52'09"
C13	139.00'	30.88'	30.81'	N 37°37'02" W	12°43'37"
C14	139.00'	13.94'	13.93'	N 46°51'11" W	05°44'43"
C15	139.00'	41.15'	41.00'	N 58°12'23" W	16°57'41"
C16	139.00'	25.61'	25.58'	N 71°57'56" W	10°33'25"
C17	139.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	139.00'	11.84'	11.83'	N 89°44'20" W	04°52'45"
C19	139.00'	147.80'	140.94'	S 61°42'58" E	60°59'30"
C20	114.00'	121.22'	115.59'	S 61°42'58" E	60°59'30"
C21	89.00'	94.64'	90.24'	N 61°42'58" W	60°55'30"
C22	89.00'	52.18'	51.44'	N 48°03'01" W	33°36'56"
C23	89.00'	35.59'	35.35'	N 76°18'05" W	22°54'31"
C24	89.00'	6.87'	6.87'	N 89°58'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	5.03'	5.03'	S 86°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C36	150.00'	24.04'	24.01'	N 79°22'23" E	09°10'54"
C37	150.00'	34.54'	34.46'	N 81°33'35" E	13°11'51"
C38	150.00'	0.49'	0.49'	N 88°14'55" E	00°11'08"
C39	150.00'	77.48'	76.62'	S 73°37'38" W	29°35'42"
C40	125.00'	64.57'	63.85'	N 73°32'38" E	29°35'42"
C41	100.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C42	100.00'	10.03'	10.02'	N 61°37'07" E	05°44'40"
C43	100.00'	41.63'	41.33'	N 76°24'58" E	23°51'02"
C58	150.00'	11.45'	41.33'	S 60°56'00" W	04°22'26"

LINE	BEARING	DISTANCE
L1	N01°39'31"W	49.00'
L2	S88°20'29"W	30.00'

PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

▨ = TREE PRESERVATION AREA

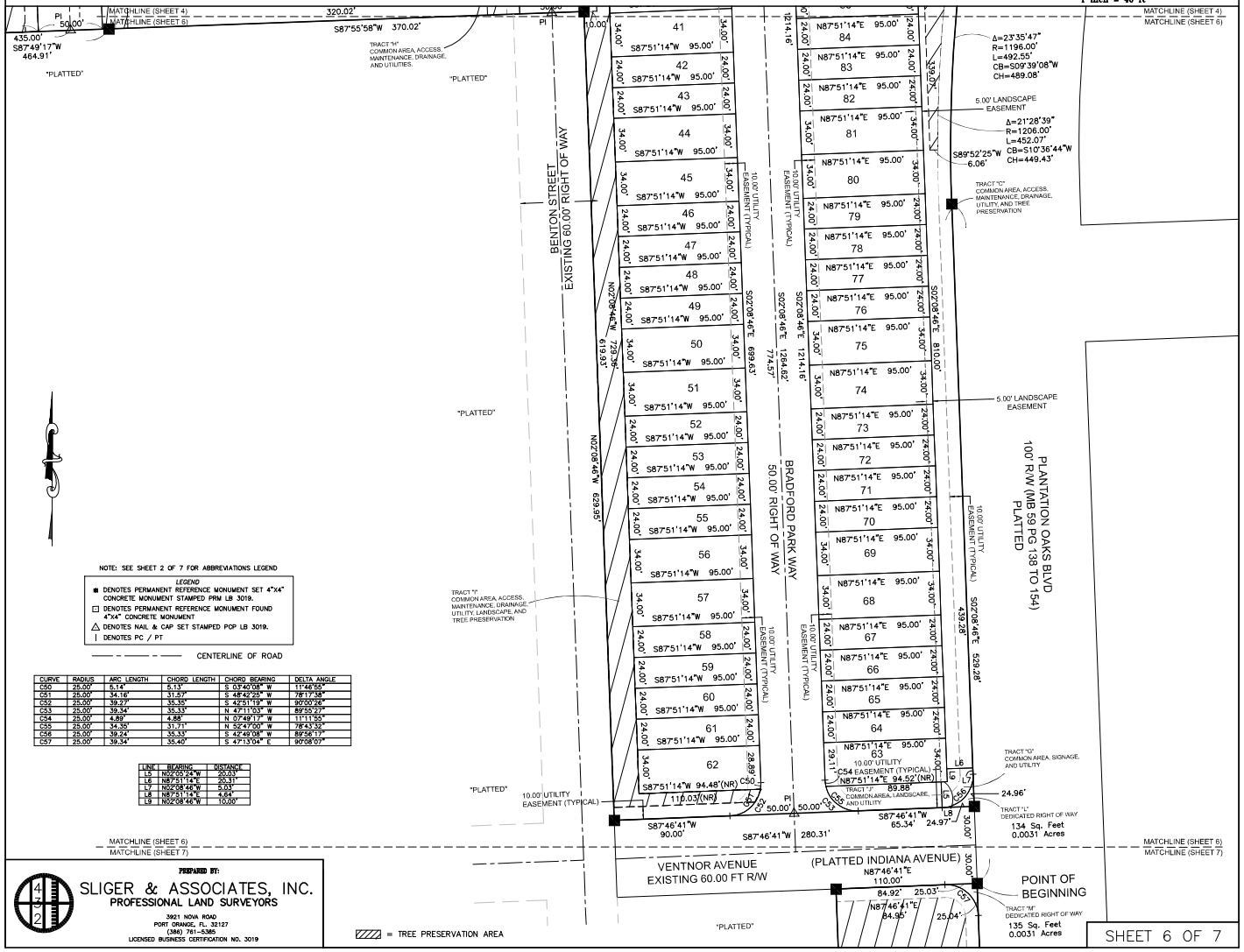
SHEET 5 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

- ⊠ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED POP LB 3019.
- | DENOTES PC / PT

——— CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.13'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'38"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'55"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'17"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

LINE	BEARING	DISTANCE
L5	N02°09'24"W	20.03'
L6	N87°51'14"E	20.31'
L7	N02°08'46"W	5.63'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

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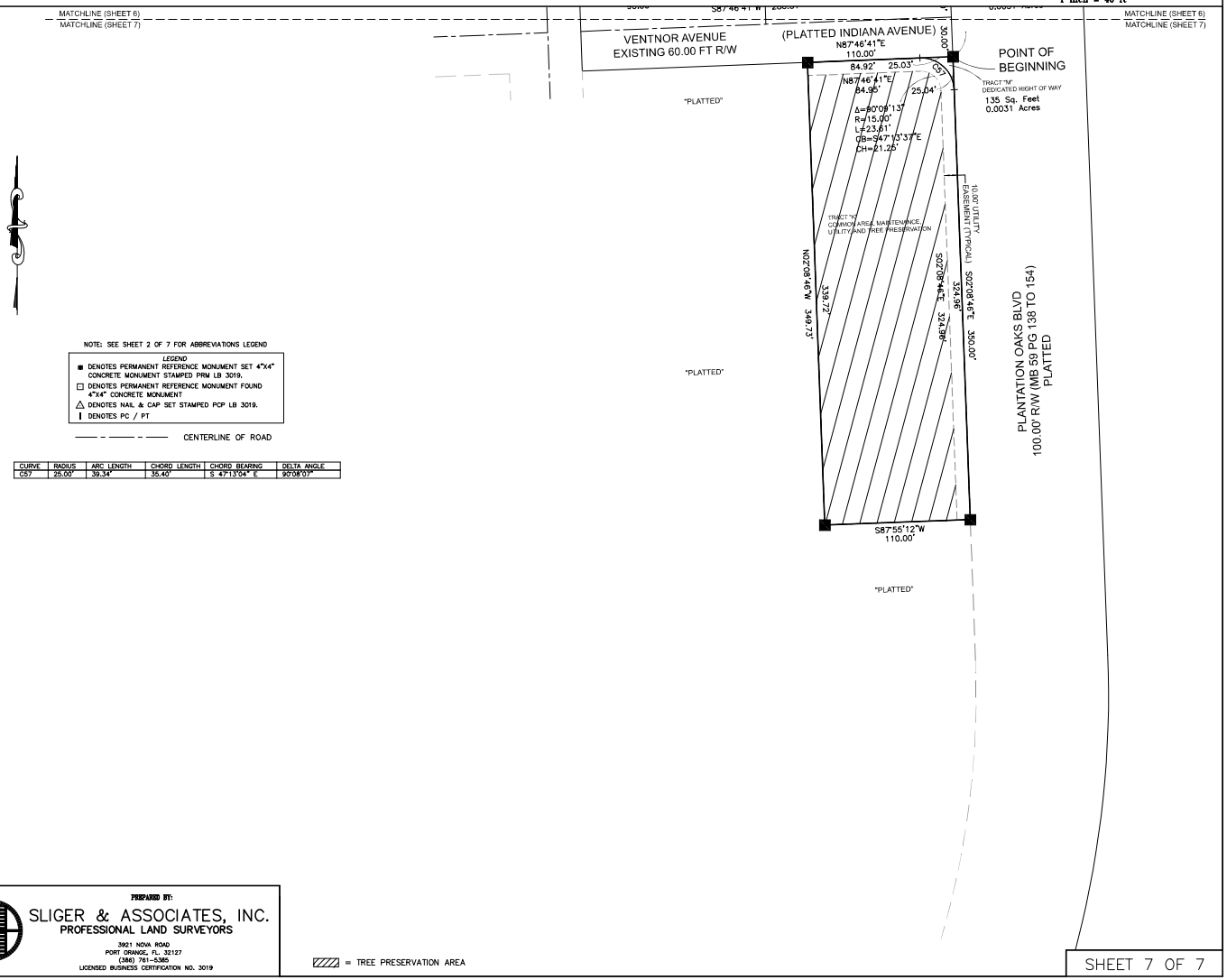
SHEET 6 OF 7

BRADFORD PARK

MAP BOOK:___ PAGE:___

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- I DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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▨ = TREE PRESERVATION AREA

SHEET 7 OF 7

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A TITLE COMMITMENT ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY; ORT NO.: 24054938, COMMITMENT DATE; AUGUST 10, 2023 AT 5:00 P.M.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N88°20'29"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K MAP REVISED SEPTEMBER 29, 2017, APPROXIMATE SCALE 1"=500 FEET.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

BRADFORD PARK DESCRIPTION:

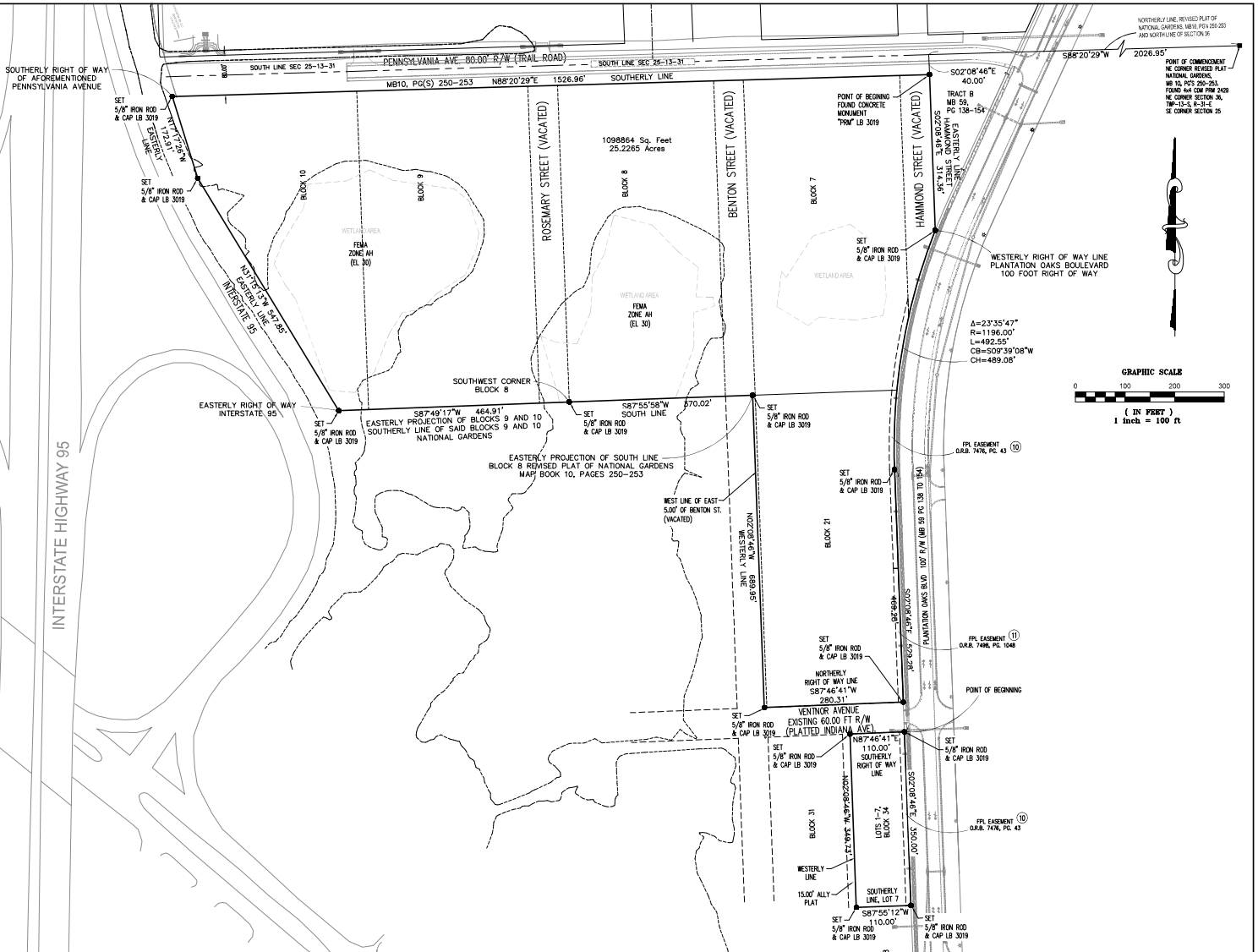
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°51'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46 E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46 E, A DISTANCE OF 350.00 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12 W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46 W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41 E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES



LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⌂	FD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER	SIGN		CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
⌂	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
⌂	SITE BENCHMARK	TV	CABLE TELEVISION BOX	CO_2	UTILITY POLE		WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00'±	EXISTING ELEVATION

ABBREVIATIONS

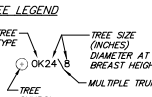
W/	WITH	(LLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPRL CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY



FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' FIELD BOOK: – PAGE(S): – SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	06-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	06-08-2023	24-0398
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD PARK
ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0398

BOUNDARY SURVEY

SHEET 1 OF 2

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert Digitally signed by Joseph E Zapert Date: 2024.09.13 11:51:09 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

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 HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOTE: 2022 REAL PROPERTY TAXES ARE PAID UNDER TAX I.D. NO'S.:
3136-01-09-0001 IN THE GROSS AMOUNT OF $21.28
3136-01-01-001A (PAID UNDER PARENT PARCEL TAX I.D. 3136-01-01-0022) IN THE GROSS AMOUNT OF $554.37
3136-01-01-0021 IN THE GROSS AMOUNT OF $1321.85
3136-01-21-0050 IN THE GROSS AMOUNT OF $653.43
3136-01-07-0010 IN THE GROSS AMOUNT OF $554.86
3136-01-08-0010 IN THE GROSS AMOUNT OF $11.52
3125-01-69-0010 IN THE GROSS AMOUNT OF $5283.12
3125-02-74-0021 (PAID UNDER PARENT PARCEL TAX I.D. 3125-02-74-0018) IN THE GROSS AMOUNT OF $49.58
3125-01-72-0040 IN THE GROSS AMOUNT OF $270.36
3125-01-72-0080 IN THE GROSS AMOUNT OF $109.87
3125-01-72-0380 IN THE GROSS AMOUNT OF $82.28
3125-01-72-0440 IN THE GROSS AMOUNT OF $110.64

3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. STANDARD EXCEPTION.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. STANDARD EXCEPTION.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. STANDARD EXCEPTION.

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. STANDARD EXCEPTION.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. STANDARD EXCEPTION.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. STANDARD EXCEPTION.

6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. STANDARD EXCEPTION.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 7, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

9. RESERVATIONS AS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN DEED BOOK 315, PAGE 525. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY AS TO STATE ROAD RIGHT OF WAY RESERVATION. NOT GRAPHICALLY DEPICTED.

10. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7476, PAGE 43. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, AS SHOWN.

11. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7498, PAGE 1048. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, AS SHOWN.

12. SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 8293, PAGE 860. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

13. PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RIGHTS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED DEED BOOK 88, NO.'S 1680, 1710, AND 1922, AS RECORDED IN OFFICIAL RECORDS BOOK 4992, PAGE 404. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY AS TO MINERAL RIGHTS, NOT GRAPHICALLY DEPICTED.

14. THIS ITEM INTENTIONALLY DELETED.
15. THIS ITEM INTENTIONALLY DELETED.
16. THIS ITEM INTENTIONALLY DELETED.

17. ADMINISTRATIVE ORDER FOR LOT SPLIT RECORDED IN OFFICIAL RECORDS BOOK 8395, PAGE 2906. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY ENTIRELY, AS SHOWN.

18. P.U.D. DEVELOPMENT AGREEMENT AND RESOLUTION 2002-199 RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 6674, PAGE 2025, AND MINOR AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 7201, PAGE 1720, OFFICIAL RECORDS BOOK 7285, PAGE 4169, OFFICIAL RECORDS BOOK 7291, PAGE 1945, OFFICIAL RECORDS BOOK 7610, PAGE 240, OFFICIAL RECORDS BOOK 7644, PAGE 2820, AND RESIDENTIAL DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 7985, PAGE 4080 MINOR MODIFICATION RECORDED IN OFFICIAL RECORDS BOOK 8113, PAGE 4003, AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 8268, PAGE 2898. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

19. RESOLUTION NO. 2005-15 RECORDED IN OFFICIAL RECORDS BOOK 5498, PAGE 1745. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

20. NOTICE OF ADOPTION OF A DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 6683, PAGE 509. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

21. THIS ITEM INTENTIONALLY DELETED.

22. ORDINANCE NO. 2019-30 RECORDED IN OFFICIAL RECORDS BOOK 7760, PAGE 3724. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

23. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6223, PAGE 4423. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

24. PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENT IN FAVOR OF COUNTY OF VOLUSIA RECORDED IN OFFICIAL RECORDS BOOK 7620, PAGE 3012. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

NOTE: EXCEPTION 1 ABOVE SHALL BE DEEMED DELETED AS OF THE TIME THE SETTLEMENT FUNDS OR PROCEEDS OF THE LOAN TO BE SECURED BY THE INSURED MORTGAGE, AS APPLICABLE, ARE DISBURSED BY THE COMPANY OR ITS AUTHORIZED AGENT. NEITHER THE COMPANY NOR ITS AGENT SHALL, HOWEVER, BE UNDER ANY DUTY TO DISBURSE ANY SUM EXCEPT UPON A DETERMINATION THAT NO SUCH ADVERSE INTERVENING MATTERS HAVE APPEARED OF RECORD OR OCCURRED.

NOTES ON STANDARD EXCEPTIONS:

ITEM 3A WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN ACCURATE SURVEY OF THE LAND ACCEPTABLE TO THE COMPANY. EXCEPTION WILL BE MADE FOR ANY ENCROACHMENT, SETBACK LINE VIOLATION, OVERLAP, BOUNDARY LINE DISPUTE OR OTHER ADVERSE MATTER DISCLOSED BY THE SURVEY.

ITEMS 3B, 3C, AND 3D WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN AFFIDAVIT ACCEPTABLE TO THE COMPANY, AFFIRMING THAT, EXCEPT AS DISCLOSED THEREIN (I) NO PARTIES IN POSSESSION OF THE LAND EXIST OTHER THAN THE RECORD OWNER(S); (II) NO IMPROVEMENTS HAVE BEEN MADE TO THE LAND WITHIN 90 DAYS PRIOR TO CLOSING WHICH HAVE NOT HAVE BEEN PAID FOR IN FULL; AND (III) NO UNPAID TAXES OR ASSESSMENTS ARE AGAINST THE LAND WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. EXCEPTION WILL BE MADE FOR MATTERS DISCLOSED IN THE AFFIDAVIT.

NOTE: ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

NOTE: IN ACCORDANCE WITH FLORIDA STATUTES SECTION 627.4131, PLEASE BE ADVISED THAT THE INSURED HEREUNDER MAY PRESENT INQUIRIES, OBTAIN INFORMATION ABOUT COVERAGE, OR RECEIVE ASSISTANCE IN RESOLVING COMPLAINTS, BY CONTACTING FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2400 MAITLAND CENTER PARKWAY, MAITLAND, FL 32751; TELEPHONE 866-632-6200.

LEGEND

●	IRON ROD WITH CAP	⊗ GV	GAS VALVE	⊠ FOCB	FIBER OPTIC CABLE BOX	Ⓢ SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	⊗ RUV	REUSE VALVE	⊠ FOCV	FIBER OPTIC CABLE VAULT	Ⓢ SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	⊗ SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	Ⓖ GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	⊗ HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	Ⓔ EMH	ELECTRIC MANHOLE
⌂	FD "X"/CUT IN CONCRETE	⊠ WM	WATER METER	TPM	TELEPHONE CABLE MARKER	Ⓤ UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	⊠ GM	GAS METER	SIGN		Ⓒ CO	CLEAN OUT
■	DENOTES PC / PT	☎ TB	TELEPHONE BOX	LP	LIGHT POLE	Ⓕ FOC	FIBER OPTIC CABLE MANHOLE
⁂	PERMANENT CONTROL POINT	✉ MB	MAIL BOX	YL	YARD LIGHT	⋈ RBO	REUSE BLOWOFF ASSEMBLY
⁂	SITE BENCHMARK	TV	CABLE TELEVISION BOX	UP	UTILITY POLE	▲	WETLANDS LOCATION
⚒ FH	FIRE HYDRANT	▭ TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR	⩩⩩⩩	EXISTING CONCRETE
⊗ WV	WATER VALVE	⊠ EB	ELECTRIC SERVICE BOX	⋈	UTILITY VALVE	0.00 ft	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB MAP BOOK	Δ	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P) PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D) DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAIL	NAIL & DISK	(M) MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C) CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R) RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR) NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPRL OR	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄ CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE		
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE		
SG	SWEET GUM TREE	PN	PINE TREE		
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY		

TREE TYPE — OK24 — 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS; TREE SYMBOL

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' | FIELD BOOK: - | PAGE(S): - | SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	-	-	-	-	-
BOUNDARY SURVEY :	06-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY :	-	-	-	-	-
FOUNDATION LOCATION :	-	-	-	-	-
FINAL IMPROVEMENTS :	-	-	-	-	-
RECERTIFICATION :	-	-	-	-	-

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	06-08-2023	24-0398
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

BRADFORD PARK
ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0398

BOUNDARY SURVEY

SHEET 2 OF 2

ATTACHMENT 4

R-4, Single-Family Cluster and Townhouse zoning district

Sec. 2-17. - R-4, Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE:	The purpose of the Single-Family Cluster and Townhouse (R-4) Zoning District is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

1	2	3	4	5.	6.	7.	8.	9.	10.	11.	12.				
Type	**Density (units per acre)**	**Maximum Building Height**	**Maximum Parcel Building Coverage**	**Maximum Lot Building Coverage**	**Maximum Parcel Impervious Coverage**	**Maximum Lot Impervious Coverage**	**Minimum Parcel Size in SF**	**Minimum Lot Size in SF**	**Minimum Lot Width**	**Minimum Lot Depth**	**Setbacks**				
											a. Front	**b. Rear**	**c. Side**	**d. Street Corner/Corner**	**e. Waterbody**
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'

Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Community Residential Home 2. Dwelling, Duplex 3. Dwelling, Single-Family, Detached 4. Dwelling, Triplex 5. School, Public	1. Adult Day Care Center 2. Adult Family Day Care 3. Assisted Living Facility 4. Cluster Subdivision, Single-Family 5. Dwelling, Multifamily 6. Dwelling, Quadraplex 7. Family Day Care Home 8. Foster Home 9. Group Home 10. Nursing Home 11. Parks and Recreation Facilities, Private 12. Parks and Recreation Facilities, Public 13. Patio Subdivision 14. Public Facilities 15. Public Utilities 16. School, Private 17. Telecommunication Tower or Antenna, Camouflaged 18. Townhouses 19. Water Survival Instruction 20. Wind Energy System 21. Zero Lot Line Subdivision	1. Bed and Breakfast Inn 2. Child Care Facilities 3. Historic Preservation Mixed Use 4. House of Worship	All development must comply with setback requirements:1. Wetlands (chapter 3, article II).2. Special corridors and buffer requirements (chapter 3, article I).3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. Single-family residential buildings shall have the following minimum floor area:

Zone Suffix	1-Story	Split Level	2-Story
A	1,500 SF	1,800 SF	2,100 SF
B	1,350 SF	1,650 SF	2,000 SF
C	1,150 SF	1,400 SF	1,750 SF

6. Multifamily, duplex and triplex residential dwelling units shall have the following minimum square footage per bedroom:

One = 750 SF	Three = 1,050 SF
Two = 900 SF	Each Additional Bedroom = 150 SF

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

H. SPECIAL STANDARDS:

Nonconformance: Single-family residential lots located within this district and having a minimum lot area of 7,500 square feet, a minimum width of 75', and located in areas of the city where established street patterns and lot configurations are generally consistent with the 7,500 square foot/75' width standard, shall be deemed to be conforming lots, subject to the setback and buffer requirements of Ordinance No. 78-35, as existed on December 31, 1991. Parcels within such districts may be divided into lots having minimum lot areas of 7,500 square feet and minimum widths of 75', provided the structure on each lot meets the setback and buffer requirements of Ordinance No. 78-35. However, where the recorded plat or covenants indicate front yards in excess of current city standards for principal buildings, said plat or covenants shall first be properly amended prior to the issuance of a building permit.

Approved Plats: Setbacks that are less restrictive than the standards listed above are acceptable, provided that they are either shown on the approved plat or a less restrictive standard was in place at the time of recording the original plat.

(Ord. No. 2012-03, § 3, 2-7-2012; Ord. No. 2013-11, § 3, 2-5-2013; Ord. No. 2013-13, § 10, 2-5-2013; Ord. No. 2022-38 , § 1, 1-10-2023)

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-072

Bradford Park
Final Plat

Recommended for Approval (6-0)

concurrency and all subdivision details. Mr. Spraker continued that when there is a preliminary plat, the applicant is allowed to go to construction. They are under construction today. Mr. Spraker added that the applicant has two choices with the preliminary plat, they can go to construction, get it accepted and then record the plat or can go through and record the plat, post a performance bond and finish the work. The plat would be recorded and then construction would finish. Mr. Spraker concluded that the final plat is the subdivision of land, and the preliminary plat is how it is going to be constructed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-071 – Bradford Lakes, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. PZ-2024-072 – Bradford Park, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application from Meritage Homes of Florida, Inc., is for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of the Pennsylvania Avenue right-of-way (ROW), east of I-95, and west of Plantation Oaks Boulevard. He explained that they will construct Pennsylvania Avenue and a portion of Ventnor Avenue. Mr. Spraker stated that the property is unique because it is using its straight zoning of R-4 and no Planned Development was required. The project is meeting the requirements of the R-4 zoning district standards.

Mr. Spraker continued that the preliminary plat for the project was approved in 2024. He reiterated that it is a legal document that allows the subdivision of land and it is under construction.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked about the greenspace to the south. Mr. Spraker replied that there is an existing single-family home and a proposed hotel planned in the area.

Mr. du Moulin asked for information on the National Gardens. Mr. Spraker replied that in 1926 there was a plat that divided all of the land area into 25’ by 100’ or 50’ by 100’-lots, called the National Gardens. He continued that in 1986 there was a Development of Regional Impact (DRI) that took all of the area and made it into the National Gardens Development of Regional Impact, which led to Ormond Lakes, Plantation Oaks and a portion of Halifax Plantation. The original plat area explained as the divided land area into the small lots was redeveloped into subdivisions such as Bradford Lakes, Bradford Park, RidgeHaven, and Plantation Oaks.

Mr. Galloway added that the National Gardens was previously known as the master gardens in the late 1800s and early 1900s where there was a bulb plant company over hundreds of acres. The land was sold to the Florida East Coast Railroad. There were hundreds and possibly thousands of 20’-lots that were sold in the great real estate boom before the depression with quick claim deeds on properties purchased by

a lot of people in Philadelphia that bought them for $5 down and $250 for 60 months, he said.

Chairman Thomas added that the area went as far as the Ormond Beach Sports Complex and explained the triangle there that says National Gardens on it.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-072-Bradford Park, Final Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Ms. Sharon Trescott, 689 Pineland Trail, distributed handouts to the Board and discussed her points and questions by referring to the area maps that she provided around her home in the A-2 zoning in the County. She thanked Mr. Jorczak for his comments and concern for the industrial property at the July Planning Board meeting. Ms. Trescott referred to the map of her home area in the County displayed overhead. She stated that she has been there since she bought the land when they cut up the 100 acres, dividing them into 10-acre parcels in the 1960s. Ms. Trescott remarked that she may be the only original owner in the area. She continued that the RR zoning is the Hope and Timothy Street area. She explained the A-2 zoning district area in the County and added that it has recently changed with Oklahoma Street where mobile homes have been added. Ms. Trescott commented that it fronts Interstate 95 near the City of Ormond Beach Business Park and future Ormond Crossings Business Park in the area. She requested to be able to work her property where if she does not want it used for residential, with the growth and development that is happening around her property, if she can get Industrial or Commercial zoning on the property. Ms. Trescott referenced the zoning request for PID in the City, a new zoning that would allow 10-acre parcels to have five developments on it that would not have to be a business park, and referenced Pineland Trail changes.

Ms. Trescott continued that she thinks it would better to do before someone put a motor cross track or other things in Volusia County A-2 zoning district. She commented that she thinks her surrounding area is going to be city. She noted that she thought that the City, by state law, can take the land administratively. Ms. Trescott stated that she would like to be able to do on her land what others are doing the right way and see it as Industrial zoning, where the location will beautify Interstate 95 as people are coming into Ormond Crossings. She added that the County may have ignored the area because city zoning is all around the properties there. Ms. Trescott referenced the Interlocal Service Boundary Agreement Area (ISBA) did not cover their area. She asked if water and sewer is being brought to areas on Pineland Trail and other development if it would be feasible to come up the road further and then take it administratively and connect them with water and sewer. Ms. Trescott remarked that she is ready to sell and take an offer but does not want to give it away. She thinks others in the area may want to as well. She commented that it is going to be harder to do the hay and cows on an urban road and feels maybe the City does not want that.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" 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 an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

   a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

      None. This Ordinance is for the 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 Ordinance is for the 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 Ordinance is for the 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 Ordinance is for the 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

October 2, 2024 - City Commission

Number: 8.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-29
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RidgeHaven Subdivision, Street Name Changes (SECOND READING)		
Summary:	This is a request to change 2 street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven Avenue. On June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for the RidgeHaven subdivision for a subdivision of 286 lots on approximately 103.45 acres. The RidgeHaven subdivision is built around undeveloped parcels (enclaves) which are not part of the subdivision. These parcels are owned by individuals not associated with the subdivision development. On May 21, 2024, the City Commission approved Ordinance 2024-05 approving the final plat for the RidgeHaven subdivision. The final plat was recorded in Map Book 66, pages 26-43. The plat did not change the street names, Halifax Street and Matanzas Street, along the enclave parcels not included with the RidgeHaven subdivision. The purpose of this street name change request is to have 1 street name along the roadways of the RidgeHaven subdivision and the enclave parcels. The Ordinance proposes to change 2 streets previously listed. Notice of the proposed street name change has been sent to abutting property owners and noticed in the Daytona Beach News-Journal. Section 3-54(6) of the Land Development Code requires the same street name along the entirety of a street. Allowing 2 different street names could cause confusion for mail delivery and response from emergency services. Street name changes are regulated by Section 17-		

	8 of the Code of Ordinances and requires notification to property owners of the street name change.
Financial Impact:	None
Citizen Impact:	The purpose of the street name changes is to ensure the provision of public services. There are no existing structures along the areas of the street name change. No citizen impacts are anticipated as the result of the street name change.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of an Ordinance amending the street names of Halifax Street to Cliffhaven Court and Matanzas Street to RidgeHaven Avenue located within the RidgeHaven subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-29 Ridgehaven -Street Name Changes (P24-0168G) 2. Exhibit A, Halifax Street to Cliffhaven Court, V2 3. Exhibit B, Matanzas Street to Ridgehaven Avenue, V2 4. RidgeHaven Plat, MB66_PG28 5. National Gardens, MB10_PG252 6. Ordinance BIE, Street Name Changes (1)
Approval:	Kelly McGuire, Finance Director 9/19/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/19/2024 Joyce Shanahan, City Manager 9/25/2024

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Halifax Street and Matanzas Street were platted as part of the National Gardens plat recorded in Volusia County records Map Book 10, Page 252, and

WHEREAS, the RidgeHaven Subdivision plat recorded in Volusia County records Map Book 66, Pages 26-43, re-platted portions of the National Gardens plat and amended certain street names, including the amendment of "Halifax Street" to "Cliffhaven Court", and "Matanzas Street" to "Ridgehaven Avenue", and

WHEREAS, there are undeveloped parcels located within the area of the RidgeHaven Subdivision that are owned by individuals not associated with the RidgeHaven Subdivision, and

WHEREAS, because the above-referenced parcels were not part of the RidgeHaven Subdivision plat, the street name changes to Halifax Street and Matanzas Street were not updated along the parcels; and as a result, there are now two street names along the same roadways, and

WHEREAS, the purpose of the street name changes is to provide common roadway names for public services, and

WHEREAS, there are no existing residential single-family home structures located on the parcels where the street name changes are sought; and the property owners along Halifax Street and Matanzas Street have been notified of the proposed street name changes, and

WHEREAS, the street name changes are necessary to provide public and emergency service; and will not have an adverse impact on the "911" emergency communications system in Volusia County, or upon abutting property owners, and

WHEREAS, the street name changes have been reviewed and processed in accordance with Section 3-54 of the *Land Development Code* and Section 17-8 of the *Code of Ordinances*, and

WHEREAS, the City Commission finds the street name changes to be consistent with the provisions of the *Land Development Code* and *Code of Ordinances* 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. The name of "Halifax Street", said public street being located within the area of the Ridgehaven Subdivision, is hereby changed to "Cliffhaven Court", as more particularly depicted in Exhibit "A" attached hereto.

SECTION TWO. The name of "Matanzas Street", said public street being located within the area of the Ridgehaven Subdivision, is hereby changed to "Ridgehaven Avenue", as more particularly depicted in Exhibit "B" attached hereto.

SECTION THREE. The City Commission hereby directs the City Clerk to record a copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Commission hereby directs the City staff to transmit a certified copy of this Ordinance to the appropriate agencies.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

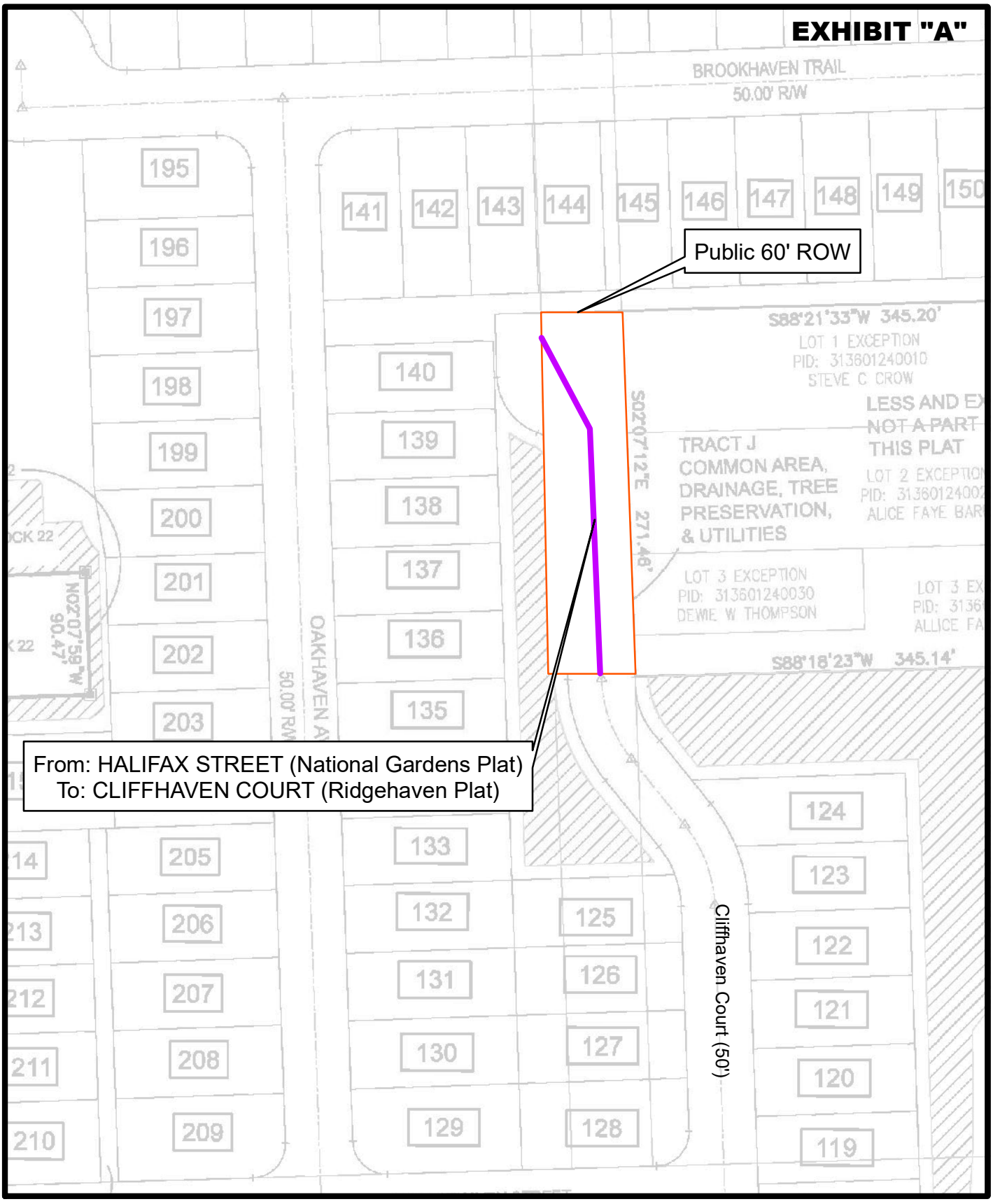
PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

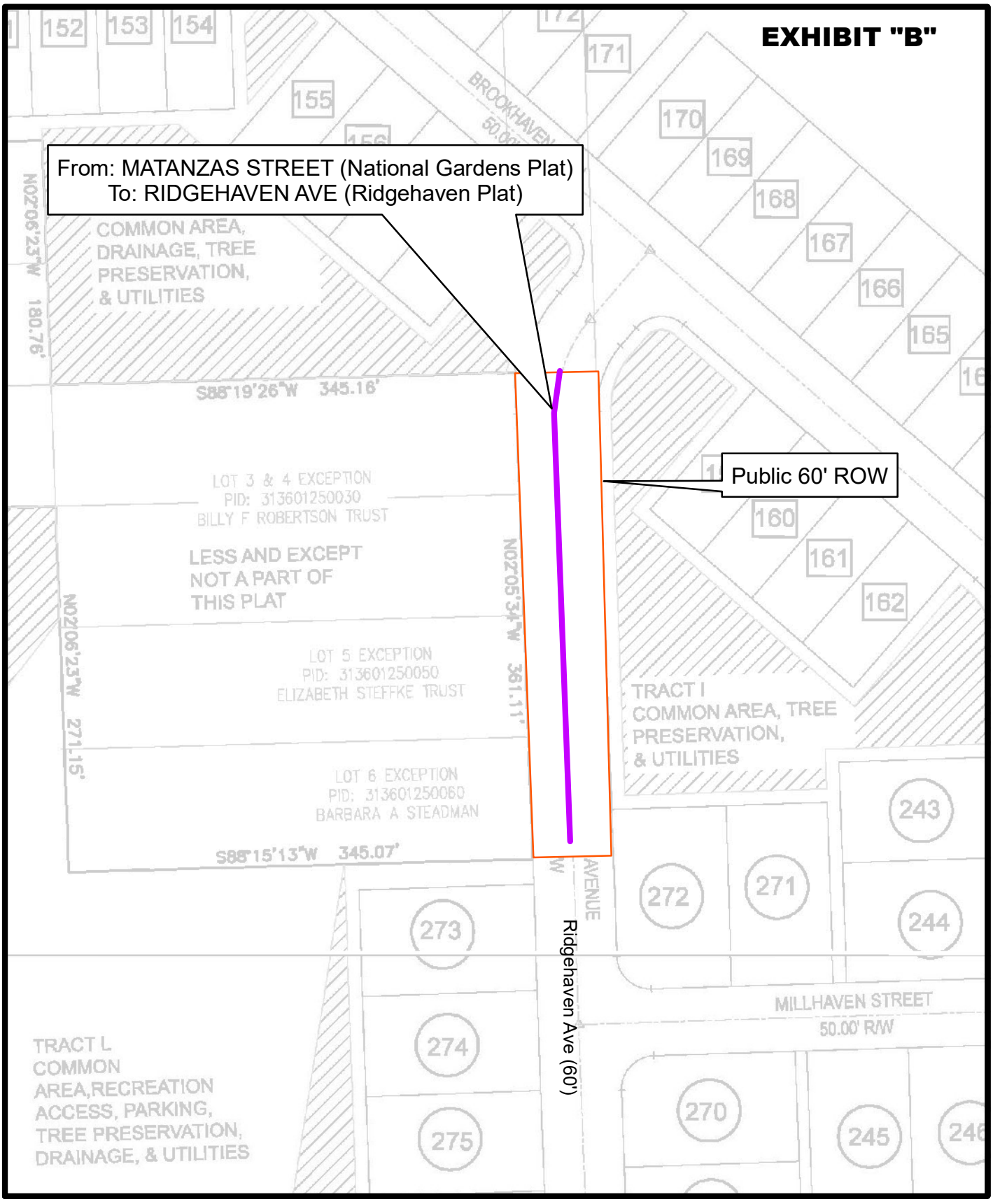


STREET NAME CHANGE MAP
From: HALIFAX STREET (Platted MB10 PG252)
To: CLIFFHAVEN COURT (Platted MB66 PG28)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 21, 2024

N
W E
S

EXHIBIT "B"



STREET NAME CHANGE MAP
From: MATANZAS STREET (Platted MB10 PG252)
To: RIDGEHAVEN AVE (Platted MB66 PG28)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 21, 2024

N
W E
S

Instrument # 2019180052 #3
BOOK: 66 PAGE: 28

RIDGEHAVEN

MAP BOOK: 66 PAGE: 28

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

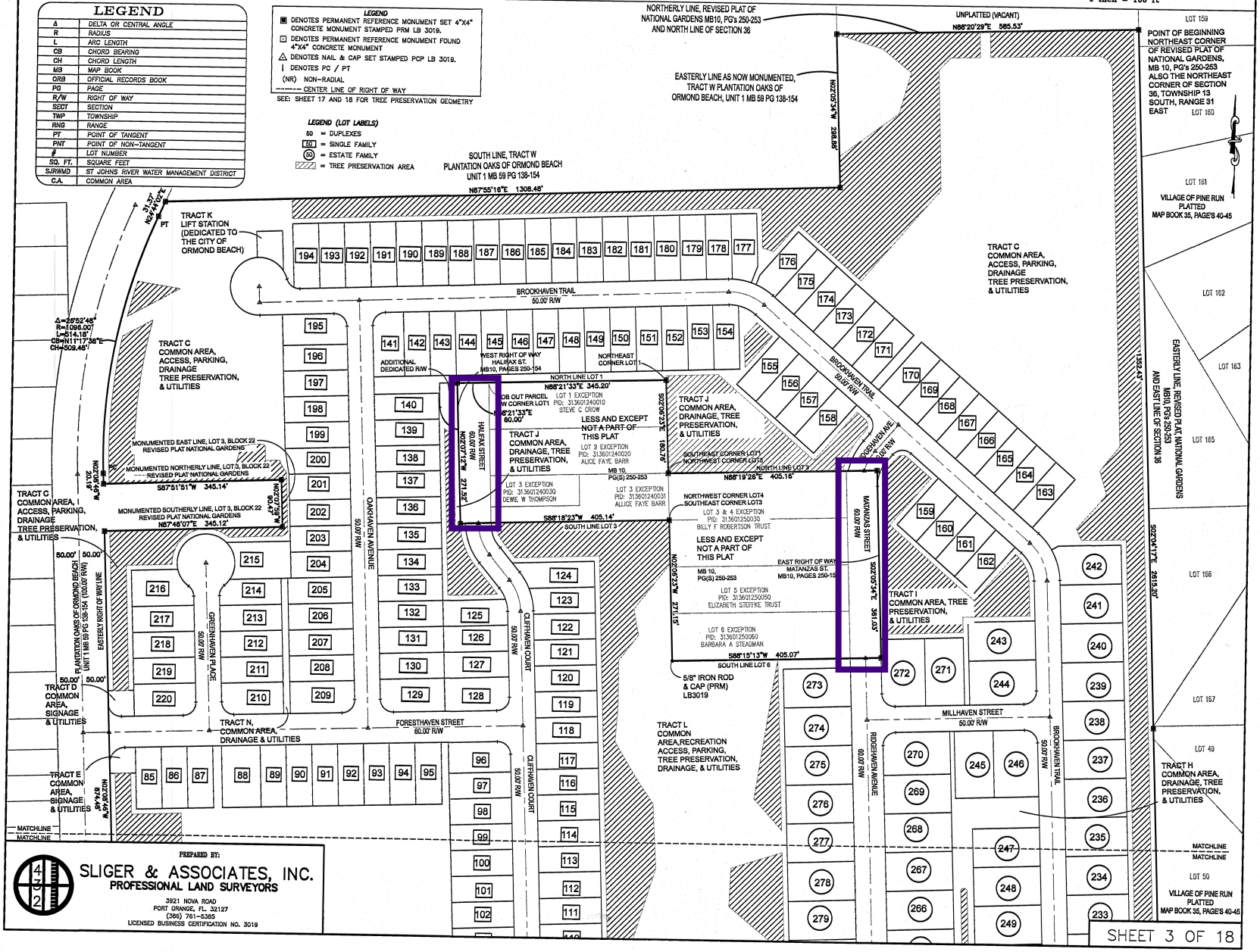
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ------ CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- [50] = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 18

PLAN

SHOWING REVISED PLAT

OF

NATIONAL GARDENS

Property of

Florida East Coast Development Co.

May 26"1926 P.R.M. Scale. 1"= 200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

JUN 16 1926

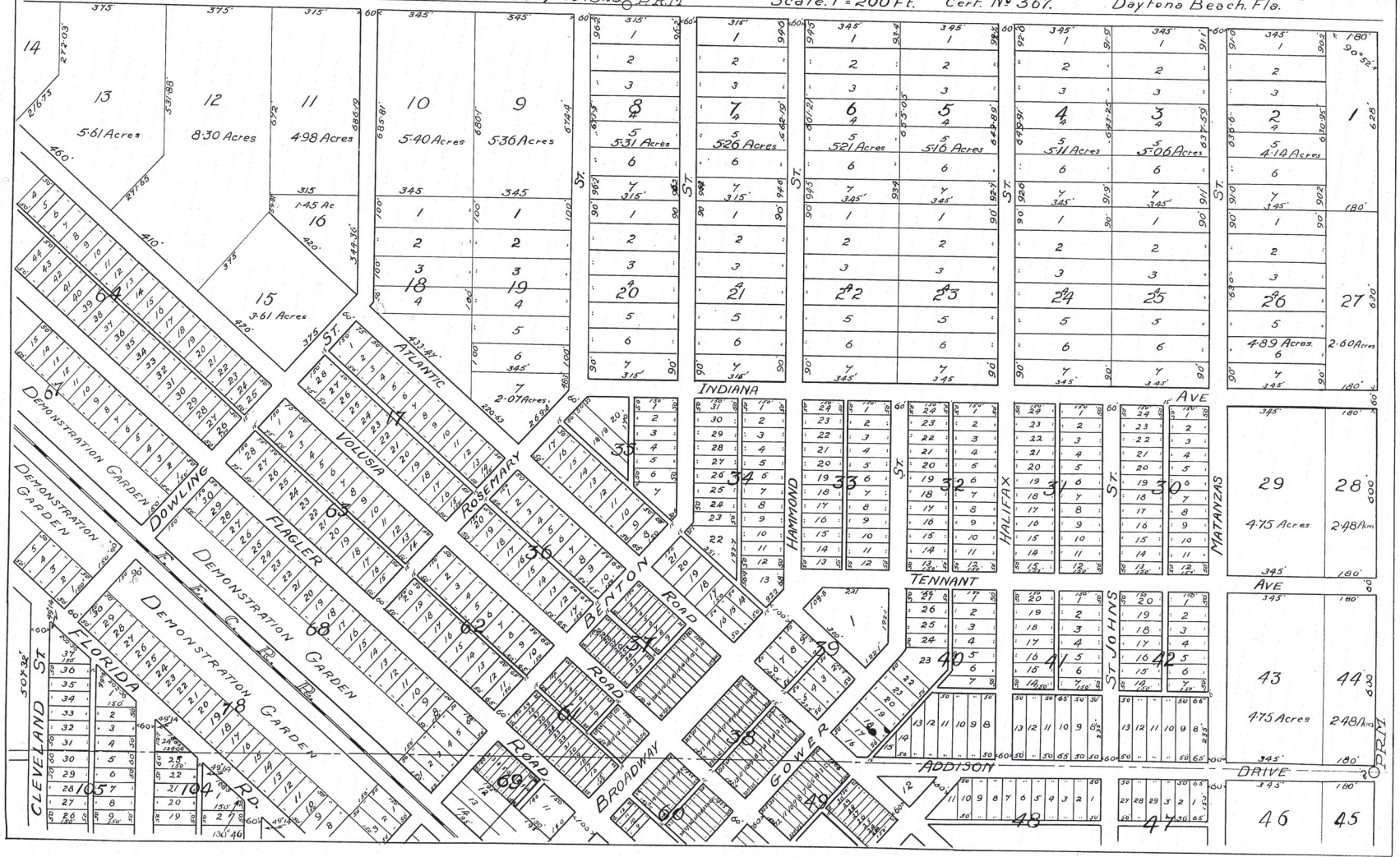
ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this

Clerk Circuit Court.

D.C.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.



Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; 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 change 2 street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven 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 Ordinance is for the renaming of streets.

   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 Ordinance is for the renaming of streets.

   c. **An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

      None. This Ordinance is for the renaming of streets.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This Ordinance is for the renaming of streets.

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

October 2, 2024 - City Commission

Number: 8.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-176
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Public Art, 200 East Granada Boulevard, Greetings from Ormond Beach		
Summary:	This is a request by the property owner, Dwight Selby of MDSS, Inc. (applicant) for approval of public art, “Greetings from Ormond Beach,” under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District, located at 200 East Granada Boulevard. The proposed public art is a mural with words that may be reviewed and acted upon as public art with a license agreement. The original artwork mural is designed to be painted on a blank wall facing west next to the newly opened Swillerbees donut and coffee shop. The mural is 19 feet in width and 14 feet in height. The artist is Sean Johnson who is a Daytona Beach based artist with over 35 years of experience in fine art and design. In the application, it states this vibrant mural is a nostalgic homage to Old Florida, styled as a vintage postcard titled "Greetings from Ormond Beach." The application states the mural captures the essence of Florida's golden era in the 1950s, evoking a sense of carefree optimism. The artist states by incorporating iconic, historic landmarks (some still standing today), the mural pays tribute to the area's rich heritage while offering a glimpse into its enchanting past. The public art was reviewed on August 28, 2024 by the Ormond Beach Arts District Board, who unanimously recommended approval with two amendments regarding the lettering. The Board sought to change the image of the second “O” in the public art mural from the Ormond-By-the-Sea pier to beach racing, and the “D” from Ellinor Village Country Club's Olympic-sized pool to an image of surfers. The applicant was supportive of the recommended amendments.		

	The Board discussed the allowance of letters in a mural as public art where the Land Development Code prohibited the use of lettering. Concern was expressed that the use of lettering may lead to murals that did not represent the original intent of mural regulations.
Financial Impact:	There is no financial impact of the proposed public art and the applicant is responsible for the cost of the public art and maintenance.
Citizen Impact:	No citizen impact is expected. The public art will enhance the overall attractiveness of the Downtown Overlay District, provide aesthetic benefits, contribute to the uniqueness of the downtown area, and expand the inventory of public art in the Downtown Overlay District.
Recommended Action (Staff, Advisory Board and/or Other):	The Ormond Beach Arts District Board recommended approval to the City Commission of the "Greetings from Ormond Beach" public art with 2 amendments regarding the lettering.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-176 200 EGB Public Art (P24-0162G) 2. Public Art Order -200 EGB 3. Exhibit A, 200 EGB, License Agreement 4. Exhibit B, 200 EGB Application 5. Exhibit C - 200 E Granada - OB Public Art-Property OwnerLicense Agmt 8.28.24 6. 08.28.24 DRAFT OB Arts District Board Minutes 7. 08.30.24, 200 EGB Mural Updated 8. 08.28.24 DRAFT OB Arts District Board Minutes
Approval:	Kelly McGuire, Finance Director 9/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/18/2024 Joyce Shanahan, City Manager 9/25/2024

RESOLUTION NO. 2024-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING AN ORIGINAL PUBLIC ART PROJECT TITLED "GREETINGS FROM ORMOND BEACH" ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 200 EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*; AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR THE PUBLIC ART BETWEEN THE CITY AND MDSS, INC; ACCEPTING THE DONATION OF PUBLIC ART FROM MDSS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Ordinance 2021-41 establishing a public art program in public places to promote historical, cultural, aesthetic and economic benefits to the community; enhance the quality of life of residents and visitors; enhance the aesthetic appearance of buildings, structures and open spaces, including areas in and around public parks; provide an aesthetically pleasing attraction to residents and visitors; and promote the economic success of local businesses, all of which may enhance the general welfare of a community; and

WHEREAS, the City finds that it possesses the unique aesthetic of a diverse creative class and wishes to increase its potential by increasing the quantity and quality of art works on display, catalyze high quality arts programming, provide support for arts initiatives and artists, and to increase "arts and culture" tourism; and

WHEREAS, the City Commission approved Resolution 2019-178 that adopted the Ormond Beach CRA Master Plan Update which includes a master theme of Arts and Culture to support the utilization of art to create a sense of place; and

WHEREAS, MDSS, Inc., is the owner ("Property Owner") of the real property located at 200 East Granada Boulevard, Ormond Beach, where the public art project is to be installed, said property being described and depicted in Exhibit "A" to the Public Art Order attached hereto (the "Property"); and

WHEREAS, in accordance with Chapter 18, of the City of Ormond Beach *Code of Ordinances* ("the *Code of Ordinances"*), MDSS, Inc., has applied for a Public Art Order to allow a public art project titled "Greetings from Ormond Beach" on the west side of the building located on the Property, as described and depicted in Exhibit "B" to the Public Art Order attached hereto; and

WHEREAS, the Property is located within the Downtown Overlay District on private property and the Property Owner is therefore eligible to apply for a permit for public art through a License Agreement, a copy of said License Agreement is attached as Exhibit "C" to the Public Art Order attached hereto; and

WHEREAS, the said application complies with the provisions of the City of Ormond Beach *Code of Ordinances* ("the *Code of Ordinances*") and the general laws of Florida; and

WHEREAS, the Ormond Beach Arts District Board held a public hearing on August 28, 2024 regarding this matter as required by Chapter 18, Sections 18-1 through 18-5 of the *Code of Ordinances* and made certain recommendations; and

WHEREAS, the City Commission has considered the recommendations of the Ormond Beach Arts District Board; and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented; and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The original work of art has historical or cultural significance;

(2) The original work of art will provide an aesthetic or economic benefit to the city;

(3) The original work of art will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks;

(4) The original work of art will provide an aesthetically pleasing attraction for residents and visitors;

(5) The original work of art will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material;

(6) The original work of art may encourage residents and visitors to support local businesses;

(7) The original work of art will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan;

(8) The original work of art will be located in the Downtown Overlay District as described and depicted in section 2-70 of the Land

Development Code and in a "public place" as defined in section 18-2 of the Code of Ordinances;

(9) The cost of the original work of art was paid for by the Property Owner (MDSS, Inc.);

(10) The original work of art is being donated to the City by the Property Owner (MDSS, Inc.), at no cost to the City through a License Agreement;

(11) The qualifications of the artist meet the requirements for the original work of art; and

(12) The artist has signed the waiver and released, in favor of the city, the right of attribution or integrity which the artist has in the original work of art piece, in accordance with 17 USC 106A and 113(d)(visual Artist Rights Act) as it presently exists;

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Public Art Order to allow a public art project titled "Greetings from Ormond Beach" on the west facing wall of the building located at 200 East Granada Boulevard, Ormond Beach, within the B-4 (Central Business) zoning district, as described in the Public Art Order, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a License Agreement between the City and MDSS, Inc., regarding the

"Greetings from Ormond Beach" public art project, a copy of which is attached hereto as Exhibit "C" to the Public Art Order.

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

APPROVED AND AUTHENTICATED this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE: **Applicant:** MDSS, Inc., a Florida Profit Corporation

Application No.: PZ-2024-086
Project Name: Greetings from Ormond Beach
Property Address: 200 East Granada Boulevard
Parcel ID No.: 4214-12-01-0050

PUBLIC ART ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 2, 2024, and the City Commission having considered those items as required by with Chapter 18, of the *Code of Ordinances*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

(1) The original work of art has historical or cultural significance;

(2) The original work of art will provide an aesthetic or economic benefit to the city;

(3) The original work of art will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks;

(4) The original work of art will provide an aesthetically pleasing attraction for residents and visitors;

(5) The original work of art will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material;

(6) The original work of art may encourage residents and visitors to support local businesses;

(7) The original work of art will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan;

(8) The original work of art will be located in the Downtown Overlay District as described and depicted in section 2-70 of the Land Development Code and in a "public place" as defined in section 18-2 of the Code of Ordinances;

(9) The cost of the original work of art was paid for by the Property Owner (MDSS, Inc.);

(10) The original work of art is being donated to the City by the Property Owner (MDSS, Inc.), at no cost to the City through a License Agreement;

(11) The qualifications of the artist meet the requirements for the original work of art; and

(12) The artist has signed the waiver and released, in favor of the city, the right of attribution or integrity which the artist has in the original work of art piece, in accordance with 17 USC 106A and 113(d)(visual Artist Rights Act) as it presently exists;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of MDSS, Inc., a Florida Profit Corporation (the "Applicant/Property Owner"), for a Public Art Order to allow a public art project of an original work of art titled "Greetings from Ormond Beach", to be located on the west side of the building located at 200 East Granada Boulevard, within the B-4 (Central Business) zoning district, on that real property described on Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted.

B. The application and rendering of the "Greetings from Ormond Beach" artwork is attached hereto as Exhibit "B" and incorporated herein by reference.

C. The Applicant/Property Owner shall at all times comply with the License Agreement attached hereto as Exhibit "C" and incorporated herein by reference.

D. The public art project shall be completed within twelve months after approval by the City Commission, pursuant to Section 18-3(d) *Code of Ordinances*.

ORDERED this 2nd day of October, 2024.

By: _____
BILL PARTINGTON
Mayor

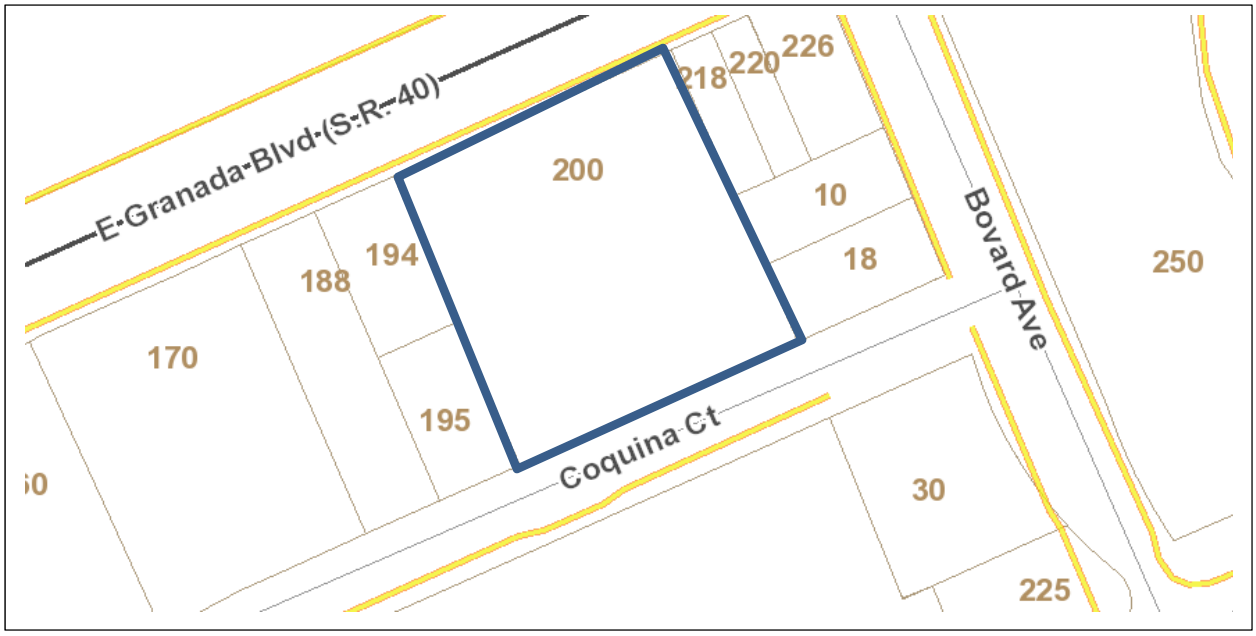
(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

LOT 5 TO 8 INC & 20 TO 27 INC BLK A GOLF VIEW ORMOND BEACH MB 9 PG 123 PER OR 4696 PG 3069

MAP OF 200 EAST GRANADA BOULEVARD



PARCEL ID:	4214-12-01-0050
OWNER:	MDSS INC
APPLICANT:	MDSS INC
ADDRESS:	200 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32176

DESCRIPTION OF LICENSED PREMISES

Western exterior building wall of the building located at 200 East Granada Boulevard. The Licensed Area is approximately 266 square feet, or approximately 19 feet by 14 feet.

DESCRIPTION OF PROPOSED ARTWORK

SECTION 1
City of Ormond Beach
Public Art Program Overview

The Public Art Program in the Downtown Overlay District was approved on December 7, 2021 by the City Commission in coordination with the Ormond Beach Arts District, Incorporated, to bring public art to the downtown area. Below is an overview of the Public Art program:

BACKGROUND
The placement of art in public places provides historical, cultural, aesthetic and economic benefits to the community; enhances the quality of life of residents and visitors; enhances the aesthetic appearance of buildings, structures and open spaces; provides an aesthetically pleasing attraction for residents and visitors; and promotes the economic success of local businesses, all of which enhance the general welfare of the community consistent with the comprehensive plan of the City of Ormond Beach and the city's downtown master plan.

LOCATION
Public art is only authorized in the Downtown Overlay District, as described and depicted in section 2-70 of the Land Development Code, as amended. Public art is only allowed in a "public place", as defined in section 18-2 of the Code of Ordinances.

GENERAL REQUIREMENTS
The display of public art in public places is intended to constitute government speech and as such public art must satisfy one or more of the following:

1. Public art must be solicited or commissioned by, or gifted or donated to the city.
2. Public art must be paid for by the city, unless it is gifted or donated to the city.
3. The city shall have full control over the public art, including the authority and discretion to accept, reject, modify, repair, relocate or remove it.

APPROVAL PROCESS

The public arts program shall be administered by the planning director in accordance with the adopted procedures below:

(a) Artists, original or replica works of art, and special landscape features may be selected in one of the following manners:

1. Open competition through the public solicitation of qualifications of artists and/or specifications for original or replica works of art, or special landscape features.

Public notice regarding the solicitation published in a newspaper of general circulation; shall specify a reasonable period of time for the submittal of proposals; and shall state a date, time, and place where the proposals will be opened or presented to the public.

2. Limited competition by inviting a select number of artists to provide examples of past original or replica works of art or special landscape features; or by submitting proposals for original or replica works of art or special landscape features.
3. Direct purchase of original or replica works of art, or special landscape features.
4. Invitation to a specific artist.
5. Acceptance of original or replica works of art, or special landscape features as a gift or donation.

(b) All proposals shall be submitted to the planning director. The planning director shall conduct an initial review of the proposals and upon a determination that a proposal meets the requirements, submits the proposal to the Ormond Beach Arts District Board for review and recommendation to the City Commission.

(c) The Ormond Beach Arts District Board shall serve in an advisory capacity to the city commission. The board shall review the proposals submitted and provide a recommendation to the City Commission. The board shall exercise its best efforts to review the proposals at a publicly advertised meeting within thirty days after referral by the planning director. The board shall at all times comply with the public meeting requirements and public records requirements of Chapters 286 and 119, Florida Statutes, and other applicable laws.

(d) The City Commission shall have full and complete discretionary authority to accept or reject any and all proposals, or to modify any proposal or part thereof. An artist shall complete the public arts project within twelve months after approval by the City Commission. The City Commission shall have the discretionary authority to extend the completion date of any public arts project.

SECTION 2
City of Ormond Beach
Application and Review for Public Art Project

PROJECT LOCATION(S): 200 East Granada Boulevard, Volusia County parcel id#: -4214-12-01-0050

PROJECT TITLE: Greetings from Ormond Beach

PROJECT DESCRIPTION: Postcard depicting significant historical places in Ormond Beach

Estimated Start Date: As soon as possible

Estimated Completion Date: On or before December 1, 2024

ARTIST INFORMATION:

Sean Johnson
140 Gull Drive South
Daytona Beach, FL 32119

Telephone: (386) 299-3478

E-mail: srjstudio31@gmail.com

REVIEW AND APPROVAL CRITERIA:

1. **Whether the original or replica work of art, or special landscape feature has historical or cultural significance.**

   Section 18-2 of the Code of Ordinances includes murals as an original works of art. The public art process is being utilized to allow the words “Greetings from Ormond Beach”. The original work of art highlights historical images from Ormond Beach.

2. **Whether the original or replica work of art, or special landscape feature will provide an aesthetic or economic benefit to the city.**

   Public Art has been encouraged in the Downtown Master Plan and provides a unique sense of character for the city and provides economic benefits in terms of providing visual interest for residents and visitors of the area.

3. **Whether the original or replica work of art, or special landscape feature will enhance the aesthetic appearance of buildings, structures and open spaces, Including areas in or near public parks.**

   The original art work will enhance a blank wall near the entrance of a donut restaurant and commercial building. It is expected that residents and visitors will take pictures of the original art work.

4. **Whether the original or replica work of art, or special landscape feature will provide an aesthetically pleasing attraction for residents and visitors.**

   The original art work will provide interest and highlight the history of the city. The proposed original art work is an aesthetically pleasing attraction.

5. **Whether the original or replica work of art, or special landscape feature will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material.**

   The original art work is compatible with the commercial corridor of East Granada Boulevard. The size, scale, color, style, and material is compatible with the surrounding area.

6. **Whether the original or replica work of art, or special landscape feature may encourage residents and visitors to support local businesses.**

   It is expected that the original art work will encourage residents and visitors to support local businesses. The location next to the donut restaurant will provide a number of visitors.

   Whether the original or replica work of art, or special landscape feature will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan.

   The original art work is consistent with the city's Comprehensive Plan and Downtown Master Plan. The Master Plan sought to encourage the investment of private property owners in public art. The mural is a substantial investment in public art.

7. **The location of the original or replica work of art, or special landscape feature.**

   The original art work is located at 200 East Granada Boulevard along the building wall facing west. The building wall is well suited for an original art work mural.

8. **The cost of the public art project.**

   The private property owner is funding the original art work mural and no city funds are proposed. The property owner will need to provide an easement and/or a license agreement for the use of words of the original art work mural.

9. **The qualifications of the artist.**

   The artist is Sean Johnson who is a Daytona Beach based artist with over 35 years of experience in fine art and design. Mr. Johnson's art is on Instagram pages @srjstudio for my fine art and @space2feel for murals. Mr. Johnson will also work

with Dave Hettel and will be working on this project together. Dave's webpage is primalcolors.com. Additional information on the artist is provided in the attachments.

10. Examples of previous original or replica works of art, or special landscape features by the artist.

Please see the attachments. Mr. Johnson is a classically trained artist and designer with a background in imaginative and vibrant designs.

11. A description of the proposed original or replica work of art, or special landscape features.

The artist states the proposed mural aims to create a painting that captures old Florida vibes, and creates a space for photo opportunities that will have lasting impacts for viewers. Mr. Johnson states, "my ultimate objective is to create a mural that emanates a sense of timeless elegance and sophisticated style, captivating viewers and serving as a catalyst for their imagination."

This vibrant mural is a nostalgic homage to Old Florida, styled as a vintage postcard titled "Greetings from Ormond Beach." It captures the essence of Florida's golden era in the 1950s, evoking a sense of carefree optimism. By incorporating iconic, historic landmarks—some still standing today—the mural pays tribute to the area's rich heritage while offering a glimpse into its enchanting past. The mural features the following:

Letter O: Features Chief Tomokie statue at Tomoka State Park.
Letter R: Depicts the historic Ormond Beach Hotel (Flagler Hotel).
Letter M: Showcases the iconic Ormond Garage.
Letter O: Presents the old Ormond-by-the-sea pier.
Letter N: Includes a picture of the WWII submarine watchtower.
Letter D: Highlights the historic Ellinor Village Country Club's Olympic-sized pool.

12. The materials and durability of the proposed original or replica work of art, special landscape features, including anticipated costs of maintenance and repair.

The materials and maintenance are described in the attachments. The artist recommends using products such as mural shield or other sealants and finishes.

13. The life expectancy of the original or replica work of art, or special landscape feature.

The original art work mural is expected to have a long life expectancy. The property owner will be responsible for maintenance of the art work mural.

14. Artist must waive and release, in favor of the city, the right of attribution or integrity which the artist has in the original work of art piece, in accordance with 17 USC 106A and 113(d)(Visual Artist Rights Act) as it presently exists or may be amended.

The Visual Artist Rights Act waiver has been provided and is included in the attachments.

15. **License agreement or easement between the owner of private property and the city in the event the work of art or special landscape features will be located on private land or will be situated upon a privately-owned building or structure. A private property owner is prohibited from charging a fee or any form of admission to members of the general public who desire to view public art that is situated on such private property.**

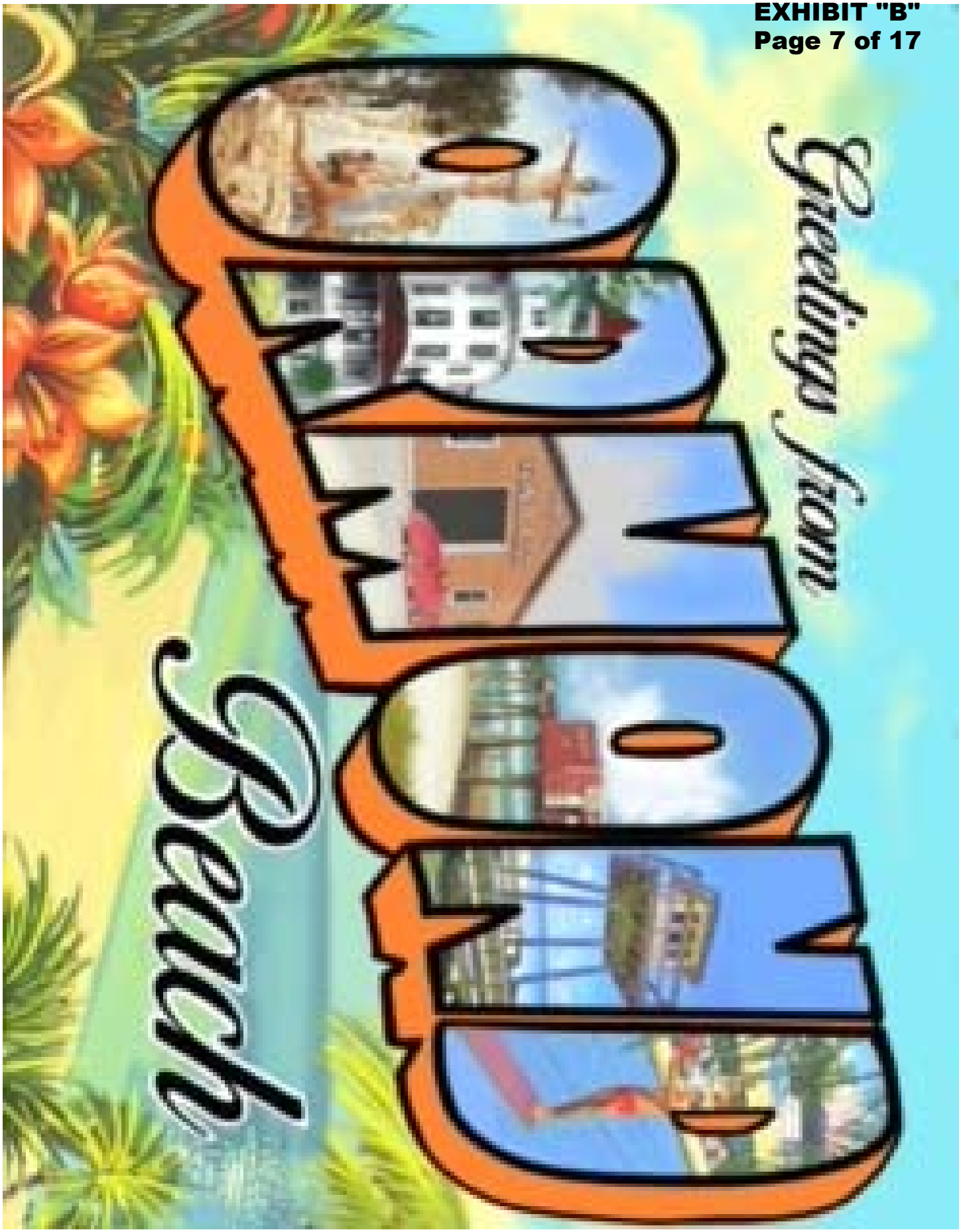
    A license agreement with Ormond Beach will be necessary to allow the mural to contain words which is not allowed under the conditions of Section 3-72 of the Land Development Code. The license agreement is being prepared by the City Attorney's Office. The property owner acknowledges that there can be no fee to view the original art work mural.

16. **License agreement between an artist and the city regarding the use or display of replica works of art on such terms that may be agreed upon between the artist and the city.**

    A license agreement with Ormond Beach will be necessary to allow the mural to contain words which is not allowed under the conditions of Section 3-72 of the Land Development Code. The license agreement is being prepared by the City Attorney's Office.

Attachments

Original art work mural
Material list and maintenance plan
Artist resume and information
Visual Artist Rights Act waiver


Greetings from
Miami

Grill

Paint Materials

I will be using high quality 100% acrylic artist paints with excellent permanency and lightfastness. The paints I will be using have no fillers, extenders, pacifiers, toners, or dyes.

PAINTS

Golden Paintworks

Chroma Acrylic Mural Paint

Liquitex Basics

Coronado Crylicote 100% acrylic paint

Winsor & Newton Galeria acrylic paint

94 MTN Spray Paint or Montana Gold

Maintenance plan

To enhance the mural's longevity and overall appearance, I recommend applying a protective coating such as Mural Guard, Mural Shield, or Montana Mural Protection Varnish. This optional treatment can unify the colors and is covered by the business owner as outlined in the mural proposal agreement.

386.299.3478
sjohnsonfineart@bellsouth.net
Instagram @ srjstudio &
space2feel
primalcolors.com

140 Gull Dr. S.
Daytona Beach fl.
32119

PROFILE

Sean is a Daytona Beach-based artist and illustrator with over 35 years of experience in fine art and design. Grounded in classical drawing and painting, his diverse portfolio spans from private commissions to high-profile collaborations. Sean's client roster includes United Brethren in Christ, Bob Space Racers, Caffe DiVinci, International Academy of Hair, Harley Davidson, Florida Oral & Facial Surgical Associates, NASCAR, and numerous private residences throughout Florida.

EXPERIENCE

Freelance Designer/Illustrator - 1990 - present
Worked as a freelance designer, Illustrator and mural artist in the greater Daytona Beach area since 1990. Collaborated with renowned muralist Perego in the early 1990s and currently partner with Dave Hettel of Primal Colors on innovative mural projects.

EDUCATION

Southeast Center of Graphic Design, Daytona Beach Fl. 1990-1992
Southern West Virginia Technical College. 1988-1989

SKILLS

- Mastery of traditional mediums: Oil, Acrylic, Gouache, Graphite, Charcoal, and Pen & Ink
- Proficient in Digital art techniques: Digital painting, and photo manipulation
- Strong foundation in classical realism
- Proficient in figure drawing
- Expertise in composition, color theory, and perspective
- Ability to create compelling narratives through visual storytelling

RECENT ART SHOWS

- Blake Elliot gallery, Deland Fl.
- Caffe DiVinci, Deland Fl.
- Artist of the month at Debary Hall Fl.

About the artist:

Sean Johnson, is a classically trained artist and designer from Daytona Beach, FL. With a background in imaginative and vibrant designs, Sean aims to bring wonder and inspiration to the world through his art. He has an extensive portfolio of murals, including projects with notable clients such as United Brethren in Christ, Bob Space Racers, Caffe DiVinci, International Academy of Hair, Harley Davidson, Coliseum Night Club, and private residences. His work has enriched the greater Daytona Beach area with its captivating and colorful presence.

Mural Proposal:

Scope: My proposed mural aims to create a painting that captures old Florida vibes, and creates a space for photo opportunities that will have a lasting impact for the viewers.

Process: I will utilize top quality lightfast artist paints and brushes to bring the mural to life, and

will carefully execute the design, ensuring a high-quality finish.

Subject Matter: My artistic repertoire consistently embraces themes of spirituality, wonder, and imagination. The mural will delicately embody these concepts while upholding a refined aesthetic style. My ultimate objective is to create a mural that emanates a sense of timeless elegance and sophisticated style, captivating viewers and serving as a catalyst for their imagination.

Materials: I will utilize acrylic paint, pencils, ink, brushes, rollers, painter's tape, drop cloths, and OSHA-compliant ladders, scaffolding, or hydraulic lifts. Specialty items such as black light paint, thermochromatic paint, and mural sealer/ protective coating, if required, will be supplied by you, the client.

Artist fee: I will cover the cost of art supplies, including paint, brushes, and drop clot you will provide any additional specialty items required

(e.g., black light paint, thermochromatic paint, mural sealer/protective coating).

Payment: : A 20% payment of $900 is due before the start of the project, with the remaining $3600 payable upon completion.

Timeline: The concept process is estimated to take approximately one week, while the painting process will require 3-7 days to complete.

Recommendation for touch-up/post-occupancy: To protect the mural against UV rays, graffiti, and damage, I suggest using products like Mural Shield or other sealants and finishes. You would be responsible for these specialty items. Any significant changes or repairs requested by you beyond the original agreement would incur an additional fee of $85 per hour to accommodate the alterations.

Conclusion: Thank you for considering my mural proposal. I am excited about the opportunity to create artwork that inspires viewers and adds bold

aesthetics to your facility. Should you have any questions, comments, or concerns regarding this proposal, please do not hesitate to reach out.

Sincerely,
Sean Johnson
Primal Colors

SECTION 6

Waiver of Rights Pursuant to the Visual Artists Rights Act

I, Sean Johnson, have prepared designs for the following art work:

(Specifically identify the work)
Greetings from Ormond Beach

The above-described work may be considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a). I am an author of the work(s) described herein, and am authorized to waive the rights conferred by §106A(a), in accordance with the waiver provision of 17 U.S.C. §106A(e)(1).

STATUTORY PROVISIONS

17 U.S.C. §106A - Rights of certain authors to attribution and integrity.

(a) Rights of Attribution and Integrity. -
Subject to section 107 and independent of the exclusive rights provided in section 106, the author of a work of visual art –

(1) shall have the right –
(A) to claim authorship of that work, and
(B) to prevent the use of his or her name as the author of any work of visual art which he or she did not create;

(2) shall have the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation; and

(3) subject to the limitations set forth in section 113(d), shall have the right

(A) to prevent any intentional distortion, mutilation, or other modification of that work which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation, or modification of that work is a violation of that right, and

(B) to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that work is a violation of that right.

17 U.S.C. §106A(e)(1) -Transfer and waiver.

The rights conferred by subsection (a) may not be transferred, but those rights may be waived if the author expressly agrees to such waiver in a written instrument signed by the author. Such instrument shall specifically identify the work, and uses of that work, to which the waiver applies, and the waiver shall apply only to the work and uses so identified. In the case of a joint work prepared by two or more authors, a waiver of rights under this paragraph made by one such author waives such rights for all such authors.

WAIVER

As author of the above-described work, I hereby permanently waive my rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of that work, for whatever reason and for whatever use of the work such distortion, mutilation, modification or destruction of the work is undertaken. This waiver does not extend to the rights of attribution conferred by 17.U.S.C. §106A(a)(1) or §106A(a)(2).

Artist Signature

SEAN JOHNSON
Artist Print Name

7/27/24.
Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of JULY, 2024 by SEAN JOHNSON, as artist, who (✓) provided A FLORIDA DRIVER'S LICENSE as identification, ~~or (_) who is personally known to me.~~

Frank J. Ditmyer
Notary Public
State of Florida
Comm# HH023992
Expires 7/27/2024

Notary Public, State of Florida
My Commission Expires:

Greetings from
ORMOND
ORMOND
GARAGE
Beach

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement" or "License") is made this _____ day of _____, 2024 ("Effective Date"), by and between MDSS, Inc., a Florida corporation, 200 East Granada Boulevard, Suite 207, Ormond Beach, Florida 32176 ("Licensor"), and the City of Ormond Beach, a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Florida 32174 ("Licensee").

Witnesseth

WHEREAS, the Licensor is the owner of real property located at 200 East Granada Boulevard, Ormond Beach, Florida, Volusia County Property Appraiser's Parcel ID: 4214-12-01-0050, more particularly described by Special Warranty Deed dated May 30, 2001 and recorded at Book 4696, Page 3069 of the public records of Volusia County, Florida ("Property"); and

WHEREAS, the Licensor's Property is located within the city's Downtown Overlay District; and

WHEREAS, Chapter 18 of the Ormond Beach Code of Ordinances established a public arts program for the Downtown Overlay District; and

WHEREAS, the Licensor desires to allow the display of public art on the western exterior wall of the building that is located on the Property; and

WHEREAS, the Ormond Beach Arts District Board ("Arts District Board") serves as the City's advisory board for public art projects in the Downtown Overlay District; and

WHEREAS, the Licensor's application for the display of public art has been reviewed by the Arts District Board, the Art District Board has determined that the application meets the requirements of Chapter 18 of the city's Code of Ordinances, and the Arts District Board recommends the approval of the application by the City Commission; and

WHEREAS, the City Commission has considered the Licensor's application and the recommendation of the Arts District Board; and

WHEREAS, based upon the foregoing, the City Commission desires to approve the Licensor's application for a License to display public art on the western exterior wall of the building located on the Property, as more particularly described and depicted in Exhibit "A"

hereto ("Licensed Area"), for the express purpose of displaying public art for the benefit of the general public to enjoy;

NOW THEREFORE, in consideration of the sum of ten dollars ($10.00) the receipt of which is hereby acknowledged, and the mutual benefits, covenants, agreements and promises contained in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a License to use the Licensed Area upon the following terms and conditions:

1. Recitals Incorporated. The foregoing recitals are incorporated herein and are part of this License Agreement.

2. Definitions. The definitions in section 18-2 of the Code of Ordinances are incorporated herein, including:

License means this Agreement authoring the use of the Licensor's real property for the public display of original works of art or special landscape features; or an agreement with an artist for the display of replica works of art.

Licensee means the city of Ormond Beach.

Licensor means the owner of the real property on which the public art will be created, designed, applied, affixed, installed, constructed, displayed, used, maintained, and repaired.

Use means the creation, design, construction, installation, maintenance, repair, and display of public art in or upon a licensed area of the real property.

Property or real property means the land, including buildings and structures situated thereon, that is owned by the Licensor.

Licensed area means a specified or defined area on the real property, buildings, or structures of the Licensor for the use of public art.

Public art means an original work of art or special landscape feature, or a replica work of art.

Effective date means the date on which this Agreement/License shall take effect as an enforceable Agreement/License between the parties.

3. Grant of License. The City Commission hereby grants a License to the Licensor for the creation, design, installation, construction, maintenance, repair, and display of public art in the Licensed Area as described and depicted in Exhibit "A", to be applied to or affixed on the western exterior building wall. The Licensed Area is approximately 266 square feet, or approximately 19 feet by 14 feet.

4. Term. The initial term of this Agreement, and the License provided herein, shall be five consecutive years beginning on the Effective Date of the Agreement. Thereafter, the Agreement, and License provided herein, shall be automatically renewed for additional one-year periods unless earlier terminated as provided herein.

5. Use of License by Licensor. The Licensor shall at its sole expense cause the public art to be created, designed, applied, affixed, installed, constructed, maintained, and repaired in the Licensed Area as described and depicted in Exhibit "A". The Licensor shall maintain the public art in good condition, and shall provide for the public display of the public art without charge to members of the general public. Licensor shall at its sole expense obtain all applicable federal, state and local permits that may be required.

6. Gift or Donation to Licensee. The public art shall be considered to be a gift or donation from the Licensor to the Licensee and shall be a form of government speech by the Licensee. The Licensee shall not use or authorize the use of the Licensor's real property or the Licensed Area, except that the Licensor shall on behalf of the Licensee provide for the public display of the public art in accordance with this License Agreement.

7. Hold Harmless & Indemnification. Licensor shall hold harmless and indemnify the Licensee (including Licensee's officers, employees, and agents) from and against all claims that are alleged to have been caused, in whole or in part, from the use and display of the public art.

8. Insurance. Licensor shall at all times during the term of this License Agreement, maintain a general liability insurance policy in an amount that is sufficient to cover the risks inherent in or associated with the Licensor's use of the public art under this License Agreement.

9. No Transfer or Assignment. The Licensor shall not, without the prior written consent of the Licensee, transfer or assign this Agreement/License to any other person or entity.

10. Termination. This Agreement/License may be terminated by either party before the end of the term, upon 180 days prior written notice to the other party. Upon termination of this Agreement/License, the Licensor shall be responsible at the Licensor's sole expense for causing the removal of the public art from the Licensed Area, and causing the restoration of the Licensed Area in accordance with the requirements of the city's codes. The removal of the public art and the restoration of the Licensed Area shall be completed within thirty days after the

termination of the Agreement/License. The city's planning director may allow an additional reasonable time beyond the thirty-day period at the request of the Licensor, which request shall not be unreasonably denied.

11. Applicable Law; Venue and Jurisdiction. This Agreement/License shall be governed by the laws of the State of Florida. The jurisdiction and venue for any dispute arising from the Agreement or the License shall be in the courts in and for the Seventh Judicial Circuit in and for Volusia County, Florida.

12. Notices. Written notice provided under this License shall be provided as follows:

To City of Ormond Beach:
City Manager
22 S. Beach Street
Ormond Beach, FL 32174

To MDSS, Inc.:
Dwight Selby, President
200 E. Granada Blvd. Suite 207
Ormond Beach, FL 32174

[Signature pages to follow]

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed and to become effective on the Effective Date.

MDSS, Inc.

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____

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 _____, as _____ on behalf of MDSS, Inc., who acknowledged that he/she is duly authorized to execute the foregoing document on behalf of the said corporate entity. He/she is [ ] personally known to me, or [ ] produced _____ as identification.

_____
Notary Public, State of Florida at Large

Printed, typed or stamped name, commission and expiration of commission term:

City of Ormond Beach

By: _____
Bill Partington, Mayor

Attest: _____
Joyce Shanahan, City Manager

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.

_____
Notary Public, State of Florida at Large

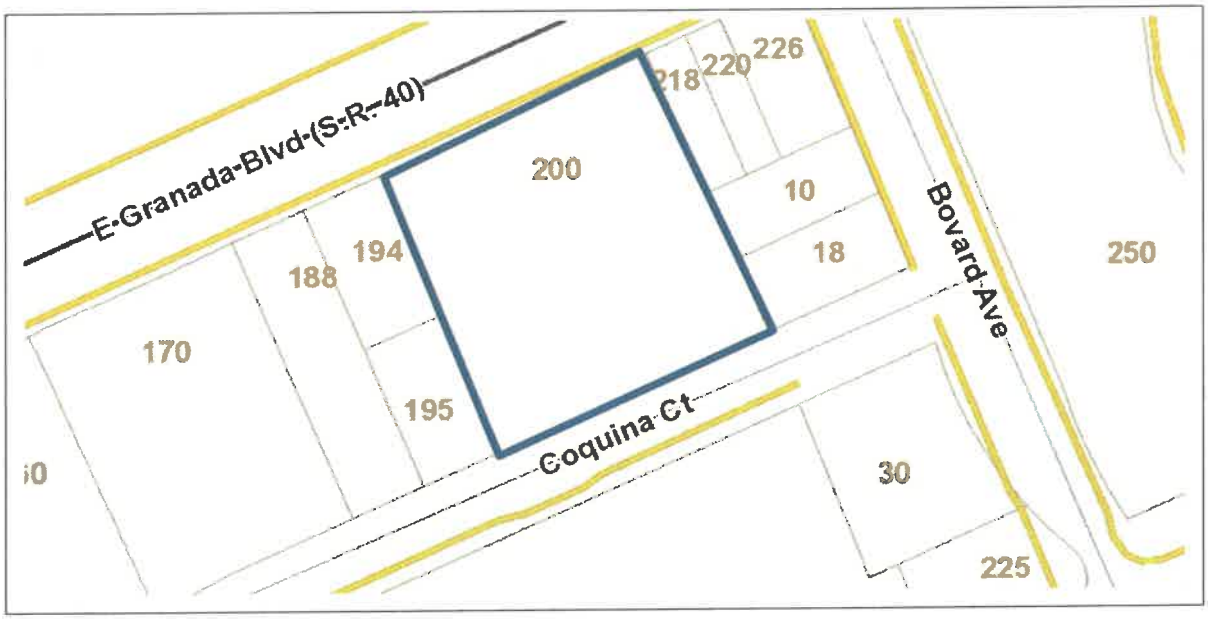
Printed, typed or stamped name, commission and expiration of commission term:

EXHIBIT "A"
Page 1 of 2

LEGAL DESCRIPTION

LOT 5 TO 8 INC & 20 TO 27 INC BLK A GOLF VIEW ORMOND BEACH MB 9 PG 123 PER OR 4696 PG 3069

MAP OF 200 EAST GRANADA BOULEVARD



PARCEL ID:	4214-12-01-0050
OWNER:	MDSS INC
APPLICANT:	MDSS INC
ADDRESS:	200 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32176

EXHIBIT "A"
Page 2 of 2

DESCRIPTION OF LICENSED PREMISES

Western exterior building wall of the building located at 200 East Granada Boulevard. The Licensed Area is approximately 266 square feet, or approximately 19 feet by 14 feet.

DESCRIPTION OF PROPOSED ARTWORK

DRAFT

Ormond Beach Arts District Board

minutes from

August 28, 2024

“Greetings from Ormond Beach” Public Art at 200 East Granada Boulevard

IV. NEW BUSINESS

A. PZ-2024-000053, Greetings from Ormond Beach Public Art, 200 East Granada Boulevard

President Truilo opened the public hearing.

Mr. Spraker explained the request submitted by property owner, Mr. Dwight Selby, MDSS, Inc., for approval of public art, under the provisions of Chapter 18, Public Arts Program in the Downtown Overlay District, located at 200 East Granada Boulevard. Mr. Spraker explained that the application is for public art which would allow words within the mural with a license agreement. Mr. Spraker detailed the application and concluded that staff is recommending approval.

President Truilo asked the artist to describe the mural. Mr. Sean Johnson, project artist, introduced himself and presented a representation of the mural. Mr. Johnson stated that the mural is designed to look like an old postcard.

Mr. Dwight Selby, property owner, introduced himself and stated that the mural is planned on the west wall of the building at 200 West Granada Boulevard. He noted that the mural is next to the newly opened SwillerBees Craft Donuts and Coffee Shop. Mr. Selby stated that the idea was to have a postcard that people could stand in front of and take pictures for social media for family and friends. He referenced the "angel wings" mural in Deland as an example of what they are seeking to create.

In response to a question regarding the scale of the mural, Mr. Johnson relied that it is 19 feet in width and 14 feet in height. The Board further discussed the size and scale of the proposed mural. Mr. Selby stated that the proposed mural represents a very common postcard from the 1950's and 1960's. He added that the building itself was constructed in the same time period.

Ms. Parker asked how the landmarks were chosen. Mr. Johnson stated that a lot of the design was compositional to what would fit inside the letters. Mr. Selby asked if there were any suggestions. Ms. Parker expressed concern of the two images on stilts, the pier and the watchtower, that looked similar.

Ms. Parker suggested the bridge as an option. President Truilo suggested that the bridge would be the wrong period, and not of the 1950's and 1960's. A discussion ensued on the bridge option, but a concern was expressed because the structure is flat.

Mr. Selby stated that the "R" is the Ormond Hotel.

Mr. Johnston stated the "M" is the Ormond Garage.

Mr. Selby stated that the "O" is Chief Tomokie statue at Tomoka State Park.

Mr. Selby stated that the "N" is the submarine watchtower in Ormond by the Sea.

Mr. Selby stated that the "D" highlights the historic Ellinor Village Country Club's Olympic-sized pool. The image is a person on a diving board.

Mr. Selby stated that they are open to suggestions regarding the images.

Ms. Franca stated that she was having a hard time with the application. She added that she loves the concept and commented that it is nostalgic and beautiful. Ms. Franca expressed concern about the use of the application as public art versus a mural. She explained a rule for murals is to not allow words or letters. She added that the rule is very simple – no letters

or wording. Ms. Franca stated that applicants have to come up with a clever way to apply for public art to get words on a mural. She questioned if this opens the door to negate the mural regulations, now allowing letters and numbers. Ms. Franca restated that she loves the mural and location, but that the question needs to be asked.

President Truilo stated that the property owner will be required to give the artwork to the city with a license agreement.

A comment was made that the reason for no letters or wording was to limit potential for advertising and how this mural does not seek that advertising.

Ms. Parker stated that the mural also accomplishes honoring history which is what the art program seeks to do. She stated part of the reason this Board exists is to review the public art submittals and provide recommendations.

Ms. Franca asked if it would be opening a door, or if it is keeping a door shut.

Mr. Spraker stated the public art application requires a licensing agreement that involves the city in this process. The public art is reviewed by city staff, the Ormond Beach Arts District Board, and the City Commission. The reviewing entities have review authority of the words and numbers within the mural. Mr. Spraker added that a business could apply to have words that advertise their business, but does not think that public art would gain approval by staff, the Ormond Beach Arts District Board, or City Commission. He concluded that the purpose of words and lettering is to broaden what can be done artistically for public art.

Ms. Franca remarked that she still loves the mural but wanted clarification.

President Truilo asked for any additional comments or questions.

Ms. Mason-Teague suggested beach racing for the second letter “O” as the building is close to the beach and this would highlight the beach racing.

Ms. Franca suggested graffiti clear coat for the mural. The property owner and artist confirmed that the clear coat is proposed for the mural.

Ms. Stein expressed her appreciation after several years of trying to paint this mural. Mr. Selby responded that the building was out of service and power for several years and has been rebuilt after hurricane damage. He stated that the building is hosting the Chambers after hours event in December and the mural would be completed prior to the event.

President Truilo suggested the yacht club as an image option. A discussion of the yacht club occurred.

Ms. Stein suggested a surfer scene rather than the Ellinor Village Country Club's Olympic-sized pool.

Board members expressed support of the watchtower image.

Mr. Selby stated that the second “O” would be a beach racing image and the “D” would be a surf image.

President Truilo suggested a photograph of a line of surfers. A discussion occurred of the black and white photograph of the line of surfers.

The watchtower would stay as is, stated Mr. Selby.

President Truilo entertained a motion to approve the project with amendments from the discussion.

Ms. Stein made a motion, including the image changes to have the second "O" be a beach racing image and the "D" to be a surf image, to recommend approval of PZ-2024-000053, Greetings from Ormond Beach Public Art, 200 East Granada Boulevard. Mr. Goodson seconded the motion with amendments. Vote was called and the motion was unanimously approved (8-0).

Mr. Selby thanked the Board and stated that he appreciated the input.

V. OTHER BUSINESS

President Truilo asked if there was any other business to discuss. There was none.

VI. PUBLIC COMMENTS

There were no public comments.

VII. ADJOURNMENT

The meeting was adjourned at 5:26 p.m.

Respectfully submitted,

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Marcella Miller, Recording Secretary

ATTEST:

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Julia Truilo, President

Minutes transcribed by Marcella Miller.

Updated 08.30.2024

DRAFT

Ormond Beach Arts District Board

minutes from

August 28, 2024

“Greetings from Ormond Beach” Public Art at 200 East Granada Boulevard

IV. NEW BUSINESS

A. PZ-2024-000053, Greetings from Ormond Beach Public Art, 200 East Granada Boulevard

President Truilo opened the public hearing.

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ATTEST:

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Julia Truilo, President

Minutes transcribed by Marcella Miller.