AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
December 3, 2024
7:00 PM

Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland
Zone 2 - Commissioner Travis Sargent
Zone 3 - Commissioner Kristin Deaton
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. Hurricane Milton Community Support

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - November 6, 2024

B. Minutes from City Commission meeting - November 19, 2024

7. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2024-207:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

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

8. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-207:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-208:** A RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-209:** A RESOLUTION ACCEPTING A BID FROM BACKFLOW SOLUTIONS, INC. REGARDING CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT 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. 2024-210:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-211:** A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE SR 40/AIRPORT ROAD WATER MAIN & FORCE MAIN LOOP PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-212:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM ALL DAYTONA

SEPTIC TANK SERVICE, INC. FOR SERVICES TO DRAIN AND HAUL SEWAGE FROM A FORCE MAIN ON RIVERSIDE DRIVE; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-213:** A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS TO TEN-8 FIRE SAFETY, LLC FOR THE PURCHASE ONE SKEETER FORD F550 BRUSH TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-214:** A RESOLUTION AUTHORIZING AND DIRECTING ALL FINANCIAL INSTITUTIONS WHICH HOLD FUNDS OF THE CITY OF ORMOND BEACH TO ADD THE NAME OF JASON LESLIE AS MAYOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-215:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND IM SOLUTIONS, INC. REGARDING THE CITY COMMISSION CHAMBERS AUDIO AND VIDEO EQUIPMENT REPLACEMENT PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **Auto Renewal - State Legislative Services**

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

Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

K. **Auto Renewal - Sports Agreements**

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

Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

L. **Auto Renewal - Yellowstone Athletic Fields Maintenance**

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

Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

M. **Intent to Bid - Fire Department Gear Washers and Dryers**

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

Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

N. **Intent to Bid - Liquid Carbon Dioxide for the Water Treatment Plant**

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*
Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

O. **2025 Travel Approval for City Commission, City Manager & City Attorney**
Staff Contact: *Joyce Shanahan, City Manager, (386) 676-3200*
Disposition: Approve as recommended in the City Manager staff report dated December 3, 2024.

P. **City Manager's Monthly Report, December 2024**
Staff Contact: *Joyce Shanahan, City Manager, (386) 676-3200*
Disposition: Accept as information as recommended in the City Manager staff report dated December 3, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-36:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS “CASSEN PARK”; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

B. **ORDINANCE NO. 2024-37:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-18-06-0011), KNOWN AS “ORMOND BEACH HOLDINGS, LLC”; AUTHORIZING A NORTH PROPERTY LINE SETBACK REDUCTION TO ALLOW THE CONSTRUCTION OF A PUBLIC SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

C. **ORDINANCE NO. 2024-38:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-32, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF MALTED BEVERAGE PRODUCER, AND AMEND THE NAME OF THE USE “MALTED BEVERAGE PRODUCER” TO “ALCOHOLIC OR MALTED BEVERAGE MANUFACTURER”; REPEALING ALL INCONSISTENT

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

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

D. **ORDINANCE NO. 2024-39:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED WEST OF I-95, NORTH OF U.S. HIGHWAY 1, AND BISECTED BY DESTINATION DAYTONA LANE, KNOWN AS THE "LOVE'S HAVING FUN BPUD (DESTINATION DAYTONA)"; AUTHORIZING A TATTOO ESTABLISHMENT AS A PERMITTED USE WITHIN THE PLANNED BUSINESS DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **ORDINANCE NO. 2024-40:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED MASTER DEVELOPMENT PLAN FOR A PLANNED MIXED USE DEVELOPMENT LOCATED WEST AND SOUTH OF THE F.E.C. RAILROAD, EAST OF THE FLAGLER COUNTY BOUNDARY LINE, AND NORTH OF DURRANCE LANE AND HARMONY AVENUE KNOWN AS THE "ORMOND CROSSINGS"; AUTHORIZING AN AMENDMENT WITHIN TRACT 8 TO ALLOW SINGLE-FAMILY RESIDENTIAL USES WITH THE RESIDENTIAL HIGH DENSITY LAND USE AREA, AND TO UPDATE THE CONCEPTUAL MASTER PLAN FOR THE RESIDENTIAL LAND AREA; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-216:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MURAL OWNERSHIP AGREEMENT TO ALLOW A MURAL TO BE INSTALLED ON THE NORTH, SOUTH, EAST, AND WEST FACING WALLS OF THE BUILDING LOCATED AT 67 WEST GRANADA BOULEVARD BETWEEN THE CITY OF ORMOND BEACH; ANTHONY GUIDICE, WIVIGECO, LLC, (BUILDING OWNER); AND TERI ALTHOUSE AND THAYS FRANCA, (ARTISTS); AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2024-35:** AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

November 6, 2024	**7:00 p.m.**	**Commission Chambers**

Present: Deputy Mayor Harold Briley, Commissioners Lori Tolland, Travis Sargent, and Susan Persis, 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. Hurricane Milton Recovery Update

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - October 15, 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. 2024-150:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-197:** A RESOLUTION ACCEPTING A PROPOSAL FROM HALL CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER ROOF REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-198:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM PARKSON CORPORATION FOR THE CITY'S AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-199:** A RESOLUTION ACCEPTING A BID FROM J.D. WEBER CONSTRUCTION CO. FOR CONSTRUCTION SERVICES REGARDING THE SR40/AIRPORT ROAD WATERMAIN & FORCEMAIN LOOP PROJECT, UNDER BID NO. 2024-37; AUTHORIZING THE EXECUTION OF A CONTRACT AND

PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **Auto Renewal - Process Control and Instrumentation (SCADA)**

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

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

F. **Auto Renewal - Professional Piping Services**

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

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

G. **Auto Renewal - Pump & Motor Repair Services**

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

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

H. **Auto Renewal - Water Well Assessment and Rehabilitation**

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

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

I. **Auto Renewal - UniFirst Uniform Rental**

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

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

J. **Auto Renewal - Golden Eagle (Concessions at Andy Romano Beachfront Park)**

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

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

K. **Intent to Bid - Fire Department Dual Compliance Gear**

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

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

L. **Intent to Bid - Andy Romano Beach Front Park Hurricane Repairs**

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

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

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-30:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS,

SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; 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. 2024-31:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; 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*

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2024-35:** AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2024-32:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2024-33:** AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE

OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

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

11. DISCUSSION AND DIRECTION ITEMS

A. Compensation Review for Appointed Officials

Staff Contact: *Claire Whitley, Assistant City Manager, (386) 676-3202*

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Floyd Narcisse, New Bethel AME Church, provided the invocation.

Item #3 – Pledge of Allegiance

Deputy Mayor Briley led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Commissioner Persis

Deputy Mayor Briley presented a proclamation to Commissioner Persis for her time spent on the City Commission and her dedication to the city and community.

Commissioner Sargent and Commissioner Tolland presented Commissioner Persis with a City coin, clock, commemorative award, and flowers for her years of service.

Commissioner Persis expressed her gratitude for the Commission, staff, and community.

Ms. Joyce Shanahan, City Manager, requested Item 11A be removed from the Agenda.

Commissioner Sargent moved, seconded by Commissioner Tolland, for Item 11A to be pulled from the agenda.

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

Item #4A – Hurricane Milton Recovery Update

Mr. Shawn Finley, Assistant City Manager, provided statistics and updates regarding Hurricane Milton. He reviewed the number of sandbags distributed, progress on debris pick-up, and the flooding that happened.

Item #5 – Audience Remarks

Mr. Tommy Bozeman, 240 Lipizzan Trail, provided handouts to the Commission and expressed concerns regarding flooding in his neighborhood, Durrance Acres. He

explained he spoke with Volusia County, who referred him back to the city and requested the city engineers take a look at the flooding.

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns regarding Items 7A, 7B, 7C, and 7D. She noted her concerns were regarding the funding of the project management aspect, noting the costs should be included in the original bid approval. She requested photos to validate the roof repair needs. She questions the fund total on Item 7C, noting her totals from the agenda pack did not total the requested amount. She inquired about the need for Item 7D and where the funds were coming from.

Item #6 – Approval of Minutes

Deputy Mayor Briley advised the minutes from the October 15, 2024, meeting had been sent to the Commission for review and posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the October 15, 2024, City Commission meeting minutes.

Deputy Mayor Briley stated there were no objections to the approval of the October, 15, 2024, City Commission meeting minutes.

Item #7 – Consent Agenda

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

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the Consent Agenda.

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

Comments on the Consent Agenda

There were no comments on the Consent Agenda.

Item #8 – Public Hearings

Deputy Mayor Briley opened the Public Hearings.

Item #8A – Land Development Code Amendment, Electronic Changeable Copy Signage

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-30

AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE IV, SIGN REGULATIONS, SECTION 3-47, BUSINESS PREMISES SIGNS, SUBSECTION G, ELECTRONIC CHANGEABLE COPY SIGNS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BY EXPANDING THE ALLOWANCE OF ELECTRONIC CHANGEABLE COPY SIGNS, AND ESTABLISHING CONDITIONS OF OPERATIONS AND PERMITTING STANDARDS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-30, on second reading, as read by title only.

Commissioner Tolland thanked the Planning Board for their work on the item.

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

Item #8B – Land Development Code Amendment, Outdoor Activities

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-31

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (W), OUTDOOR ACTIVITIES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE CONDITIONS AND PERMITTING REQUIREMENTS FOR OUTDOOR ACTIVITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2024-31, on second reading, as read by title only.

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

Deputy Mayor Briley closed the Public Hearings.

Item #9 – First Reading of Ordinances

Item #9A – Request to Rename Neighborhood Improvement Advisory Board to Community Development Block Grant Advisory Board

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-35

AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF); AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Susan Dauderis, City Clerk, explained the request came from the Neighborhood Improvement Advisory Board to help resolve confusion as residents would attend the advisory board meetings under the impression it was related to code enforcement.

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-35, on first reading, as read by title only.

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

Item #10 – Second Reading of Ordinances

Item #10A – Fiscal Year 2023-2024 Budget Amendments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-32

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC

DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); FINANCING DEBT SERVICE FUND (205); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); LEISURE SERVICES CAPITAL FUND (322); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WEST ORMOND REUSE IMPACT FEE FUND (433); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BONDS; AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-32, on second reading, as read by title only.

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

Item #10B – Amendment to Police Officers' Pension Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING ARTICLE IV, POLICE OFFICERS' PENSION TRUST FUND, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-74, FINANCES AND FUND MANAGEMENT; ESTABLISHMENT AND OPERATION OF FUND; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Persis, to approve Ordinance No. 2024-33, on second reading, as read by title only.

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

Item #12 – Reports, Suggestions, Requests

Events, Updates, Congratulations, and Requests

Ms. Shanahan provided details on upcoming events and provided updates regarding city projects.

Mr. Finley reviewed the changes to the Lead and Copper Rule by the Federal Environmental Protection Agency, and what the city was doing to remain in compliance.

Commissioner Tolland inquired if a social post could be done to raise awareness and educate the public on the changes; whereby, Mr. Finley stated the Public Information Officer was handling that.

Deputy Mayor Briley thanked Mr. Finley and staff for their work and assisting the residents with their end of the checks.

Commissioner Tolland reviewed events and meetings she attended and provided updates from those meetings. She stated she received an email from Mr. Alan Burton regarding open spaces and the renaming of Leisure Services to Parks and Recreation.

Commissioner Sargent inquired if the Commission wanted staff to look into the fluoride levels in the water and discussed a recent study he read about.

Commissioner Briley discussed events he attended and requested for future Employee Appreciation Day events the Commission eat last to show support of the city employees.

Flooding & Drainage
Commissioner Tolland requested a meeting to discuss the flooding within the city and questions she had regarding funding and proposed areas for future projects.

Commissioner Sargent expressed support of a workshop to help address flooding and drainage issues. He noted his interest in an inlet at the Highbridge Road area to ease continual flooding.

Deputy Mayor Briley requested an educational component to the discussion to share with residents the steps taken by staff before a storm approaches to ease flooding.

Elections
Commissioner Tolland expressed support to all candidates who ran in the 2024 elections. She wished Commissioner Persis all the best in her future endeavors, and Mayor-Elect Jason Leslie well in his new role.

Commissioner Sargent and Deputy Mayor Briley expressed support of Commissioner Persis and wished her well, thanking her for her contributions to the Commission.

Commissioner Persis thanked the Commission for their kind words. She reflected on her time served and thanked staff and first responders for their hard work. She stated she would remain invested in the city's future.

Item #13 – Adjournment

The meeting was adjourned at 8:03 p.m.

APPROVED: December 3, 2024

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

November 19, 2024	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton 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. OATH OF OFFICE TO MAYOR

5. OATH OF OFFICE TO THE CITY COMMISSIONERS

6. NOMINATIONS FOR DEPUTY MAYOR

A. **RESOLUTION NO. 2024-200:** A RESOLUTION ELECTING THE DEPUTY MAYOR OF THE CITY OF ORMOND BEACH, FLORIDA; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: *Susan Dauderis, City Clerk, (386) 676-3340*

B. OATH OF OFFICE ADMINISTERED TO THE DEPUTY MAYOR

7. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

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. 2024-201:** A RESOLUTION ADOPTING RULES OF PARLIAMENTARY PROCEDURE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: *Susan Dauderis, City Clerk, (386) 676-3340*

B. **RESOLUTION NO. 2024-202:** A RESOLUTION ADOPTING PROCEDURAL GUIDELINES FOR CONDUCTING SPECIAL MAGISTRATE PROCEEDINGS PURSUANT TO CHAPTER 70.51, FLORIDA STATUTES, UNDER THE FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT, AND ESTABLISHING AN EFFECTIVE DATE.
Staff Contact: *Randy Hayes, City Attorney, (386) 676-3217*

C. **RESOLUTION NO. 2024-203:** A RESOLUTION ESTABLISHING DATES AND TIMES FOR REGULAR MEETINGS OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, DURING THE MONTH OF DECEMBER 2024; AND DURING CALENDAR YEARS 2025 AND 2026; PROVIDING EXCEPTIONS THERETO; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: *Susan Dauderis, City Clerk, (386) 676-3340*

D. **RESOLUTION NO. 2024-204:** A RESOLUTION ACKNOWLEDGING AND ESTABLISHING THE ORDER BY WHICH SERVICE OF LEGAL PROCESS MAY BE EFFECTUATED ON THE CITY OF ORMOND BEACH; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. RESOLUTIONS

A. **RESOLUTION NO. 2024-205**: A RESOLUTION AFFIRMING THE CERTIFICATION OF THE VOLUSIA COUNTY CANVASSING BOARD REGARDING THE RESULTS OF THE REGULAR MUNICIPAL ELECTION CONDUCTED IN THE CITY OF ORMOND BEACH, FLORIDA, ON TUESDAY, NOVEMBER 5, 2024; DECLARING THE RESULTS OF SAID ELECTION; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-206**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, APPOINTING A CHAIR AND VICE CHAIR TO THE ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Ms. Susan C. Dauderis, City Clerk, called the meeting to order at 6:00 p.m.

Ms. Joyce Shanahan, City Manager, said a few words regarding the tragic loss of Waylon Childs, thanking all agencies for their collaborative response. She noted staff would reach out to the family at an appropriate time to discuss a memorial and offered a moment of silence for Waylon Childs.

Item #2 – Invocation

Pastor Jamie Hartsgrove, Calvary Christian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Ms. Dauderis led the Pledge of Allegiance.

Item #4 – Oath of Office to Mayor

Judge Robert A. Sanders administered the Oath of Office to newly elected Mayor Leslie.

Item #5 – Oath of Office to the City Commissioners

Judge Sanders administered the Oath of Office to Commissioner Tolland, Commissioner Sargent, Commissioner Briley, and newly elected Commissioner Deaton.

The entire Commission took a moment to thank their family members in attendance and presented them with bouquets of flowers and City Coins for their support.

Item #6 – Nominations for Deputy Mayor

Item #6A – Election of Deputy Mayor

RESOLUTION NO. 2024-200

A RESOLUTION ELECTING THE DEPUTY MAYOR OF THE CITY OF ORMOND BEACH, FLORIDA; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Briley, to elect Commissioner Tolland as Deputy Mayor of the City of Ormond Beach and approve Resolution No. 2024-200.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Item #6B – Oath of Office Administered to the Deputy Mayor

Judge Sanders administered the Deputy Mayor Oath of Office to Commissioner Tolland.

Item #6 – Audience Remarks

Ms. Cynthia Costa, 6 Walden Lane, expressed concerns regarding code enforcement within her neighborhood, specifically with fences and screens. She discussed issues on Beach Street where roots uplifted the road and noted she spoke with city staff regarding these concerns.

Ms. Shanahan explained there was a process to code enforcement and the issues were already being looked into.

Item #8 – Consent Agenda

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

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

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

Comments on the Consent Agenda

There were no comments on the Consent Agenda.

Item #9 – Resolutions

Item #9A – Certification of Election Results

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-205

A RESOLUTION AFFIRMING THE CERTIFICATION OF THE VOLUSIA COUNTY CANVASSING BOARD REGARDING THE RESULTS OF THE REGULAR MUNICIPAL ELECTION CONDUCTED IN THE CITY OF ORMOND BEACH, FLORIDA, ON TUESDAY, NOVEMBER 5, 2024; DECLARING THE RESULTS OF SAID ELECTION; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-205, as read by title only.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Item #9B – Selection of Chair and Vice-Chair for City's Community Redevelopment Agency

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-206

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, APPOINTING A CHAIR AND VICE CHAIR TO THE ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, to designate Mayor Leslie as the Community Redevelopment Agency Chair and Commissioner Tolland as the Community Redevelopment Agency Vice-Chair, and approve Resolution No. 2024-206, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Item #10 – Reports, Suggestions, Requests

Congratulations

Ms. Claire Whitley, Assistant City Manager, stated she looked forward to working with the Commissioners.

Mr. Randy Hayes, City Attorney, congratulated and welcomed the Commission.

Commissioner Tolland expressed gratitude for her re-election. She discussed her responsibilities as a Commissioner and the future of Ormond Beach. She thanked her family and city staff for their support and hard work.

Commissioner Sargent thanked his family and friends for their encouragement and support. He discussed the trust residents put in him, the future of the city, and encouraged residents to reach out with any concerns.

Commissioner Deaton thanked friends, family, and the residents of Zone 3 for their trust and support.

Commissioner Briley expressed gratitude towards his family, friends, and citizens of Zone 4, and thanked everyone for their feedback and input for the future of Ormond Beach. He offered his condolences towards the family of Waylon Childs and expressed support of the first responders and volunteers, as well as Outback Steakhouse and Houligans for providing meals to those aiding in the search. He requested the citizens keep the family in their thoughts and prayers.

Mayor Leslie thanked everyone for their support and stated his excitement to fill the position of Mayor of the City of Ormond Beach and to work with the Commission and city staff.

Item #11 – Adjournment

The meeting was adjourned at 6:34 p.m.

APPROVED: December 3, 2024

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-207
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Cassen Park Redevelopment		
Summary:	This is a request for the City Commission, also acting as the Community Redevelopment Agency (CRA), to award a bid to Coleman Goodemote Construction, Inc. in the amount of $2,449,070.50 for the construction of the Cassen Park Redevelopment project. On December 6, 2022, the City Commission authorized a contract with Zev Cohen & Associates to prepare plans and bid specifications for the redevelopment of Cassen Park. Zev Cohen and Associates and Marquis Latimer + Halback have worked with City staff and stakeholders to prepare plans and specifications that reflect participation from the Commission, members of appointed boards, and interested residents. Included with completion of the final engineering plans, are including permitting (FDOT, Department of Health, FDEP, and NPDES), landscaping, electrical, and architectural plans, as well as approval of the plans through the City's Site Plan Review process. On October 23, 2024, bids for this project were opened, and 5 bids were received. Bids ranged from $4,136,514.69 - $2,449,062. The low bidder was Coleman Goodemote Construction, Inc, however, upon calculation corrections their bid total increased to $2,449,070.50. Coleman Goodemote Construction, Inc. with a corrected total base bid amount of $2,449,070.50 is the lowest responsive bidder, and is recommended for bid award.		
Financial Impact:	There are sufficient funds from the reserves of Fund104-CRA Fund for this project. These funds will need to be appropriated in a future budget amendment if award is made.		
Citizen Impact:	As one of the City's "Four Corners Parks," Cassen Park is a heavily used recreation facility that serves many populations. A redesign of the		

	park incorporating collected public input provides an opportunity to enhance and improve the use and enjoyment of this space for all residents. During the construction process, portions of the park will be closed to the public. Upon completion, citizens will be able to utilize the new restroom and bait shop facilities and enjoy these wonderful amenities.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding Bid 2025-02 to Coleman Goodemote Construction, Inc, for the bid at the contract amount of $2,449,070.50.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-207 Cassen Park Revelopment-Coleman Goodemote (P24-0225G) 2. BID 2025-02 Coleman Goodemote Construction 3. Signed bid tabulation
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-207

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM COLEMAN GOODEMOTE CONSTRUCTION CO., INC. TO PROVIDE CONSTRUCTION SERVICES FOR THE CASSEN PARK REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City advertised for bids (Bid No. 2025-02) regarding construction services for the Cassen Park Redevelopment 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 Coleman Goodemote Construction Co., Inc. with a bid in the amount of $2,449,070.50 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 the money for the payment of the Project has been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The bid submitted by Coleman Goodemote Construction Co., Inc. to perform the Project at a total cost not to exceed $2,449,070.50 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Coleman Goodemote Construction Co., Inc.

SECTION THREE. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a contract with Coleman Goodemote Construction Co., Inc. to provide construction services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____

JASON LESLIE
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Coleman Goodemote Construction Co Inc LICENSE NO. CGC 1530140

PROJECT IDENTIFICATION: **CASSEN PARK REDEVELOPMENT**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2025-02

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
Addendum 1	8/28/2024
Addendum 2	9/12/2024
Addendum 3	10/4/2024
Addendum 4	10/7/2024
Addendum 5	10/8/2024
Addendum 6	10/14/2024

(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

Bid No.	Item	Estimated Quantity	Unit	Unit Price	Amount
101	Mobilization/Demobilization	1	LS		$ 126,356
102	Survey and Layout	1	LS		$ 37,450
103	Submit Certified "As-Built" Drawings	1	LS		$ 19,260
104	Maintenance of Traffic	1	LS		$ 10,700
105	Construction Entrance	1	LS		$ 6,861
106	Erosion, Sedimentation, and Turbidity Control	1	LS		$ 4,662
107	Clearing & Grubbing	1	LS		$ 12,840
108	Demolition	1	LS		$ 26,750
109	Pavement Removal	2,794	SY	$3.52	~~$ 9,823~~ 9,834.88
110	Tree Protection	1	LS		$ 2,092
111	Removal & Replacement of Unsuitable Materials	375	CY	$42.80	$16,050
112	Removal & Replacement of Rock Material	100	CY	$34.24	$ 3,424
113	Import Fill (Fill, Spread, and Compacted)	100	CY	$25.89	$2,589
114	FDOT (4' Dia.) Sanitary Sewer Manhole	1	EA		$ 6,136
115	8" PVC (SDR-26), ASTM D-3034 Sanitary Sewer Main	206	LF	$69.30	~~$ 14,277~~ 14,275.80
116	6" PVC (SDR-26), ASTM D-3034 Sanitary Sewer Service	156	LF	$34.98	~~$ 5,457~~ 5,456.88
117	Connection to Existing Sanitary Sewer Manhole	1	EA		$3,193
118	2" PVC Potable Water Service	337	LF	$20.30	~~$ 6,840~~ 6,841.10
119	6" PVC Potable Water Main	32	LF	$57.60	~~$ 1,843~~ 1,843.20
120	4" PVC Fire Main	72	LF	$28.82	~~$ 2,075~~ 2,075.04
121	6" PVC Fire Main	353	LF	$37.36	~~$ 13,190~~ 13,188.08
122	6" Tapping Sleeve & Valve	1	EA		$ 5,143
123	6" Gate Valve	1	EA		$ 2,076
124	2" Potable Water Meter	1	EA		$ By Utility
125	2" RPZ Backflow Preventer	1	EA		$ 2,931

126	Fire Standpipe Assembly	1	EA		$ 16,563
127	Fire Hydrant Assembly	1	EA		$ 7,371
128	12" PVC Storm Pipe	112	LF	$38.68	~~$ 4,332~~ 4,332.16
129	12" Yard Drain w/ Circular Grate	2	EA	$1,982.92	~~$ 3,966~~ 3,965.84
130	Class III Reinforced Concrete Pipe (RCP) – Various Sizes				
	A. 15" RCP	55	LF	$57.41	~~$ 3,157~~ 3,157.55
	B. 18" RCP	37	LF	$71.53	~~$ 2,647~~ 2,646.61
	C. 24" RCP	211	LF	$104.31	~~$ 22,010~~ 22,009.41
131	Class III Elliptical Reinforce Concrete Pipe (ERCP) – Various Sizes				
	A. 12" x 18" ERCP	96	LF	$89.93	~~$ 8,634~~ 8,633.28
	B. 14" x 23" ERCP	288	LF	$117.15	~~$ 33,740~~ 33,739.20
132	FDOT Type C Inlet with Steel Grate	6	EA	$4,080.21	~~$ 24,481~~ 24,481.26
133	FDOT Type D Inlet with Steel Grate	1	EA		$ 5,714
134	FDOT Type J Storm Drain Junction Box – Various Sizes				
	A. Storm Manhole – 48" Dia.	2	EA	$7,003.96	~~$ 14,008~~ 14,007.92
	B. Storm Manhole – 60" Dia.	1	EA		$ 5,687
135	14" x 23" ERCP MES	2	EA	$1,968.80	~~$ 3,938~~ 3,937.60
136	Drainage Control Structure	1	EA		$ 6,322
137	Stormwater Backflow Preventer	1	EA		$ 30,113
138	Sodded Overflow Weir	1	EA		$ 2,932
139	Connect to Existing Storm Pipe	1	EA		$ 5,136
140	Connect to Existing Headwall	1	EA		$ 1,070
141	Asphaltic Concrete Pavement, Surface Course, SP-9.5 (2.5")	583	TN	$134.82	~~$ 78,600~~ 78,600.06
142	8" Crushed Concrete Base Course	4,243	SY	$26.54	~~$ 112,592~~ 112,609.22
143	12" Subbase Stabilized to LBR-40 98% AASHTO	4,243	SY	$9.64	~~$ 40,905~~ 40,902.52
144	Decorative Concrete Pavement	1	LS		$ 34,625
145	FDOT Curbs – Various Sizes				
	A. FDOT Type D Curb	559	LF	$29.96	~~$ 16,748~~ 16,747.64
	B. Environmental Curb	205	LF	$26.75	~~$ 5,484~~ 5,483.75
	C. High Back Curb	102	LF	$44.94	~~$ 4,584~~ 4,583.88
146	Rumble Strip	507	LF	$73.54	~~$ 37,283~~ 37,284.78
147	Sidewalk – Various Styles				
	A. ROW Decorative Sidewalk	232	SF	$96.30	~~$ 22,342~~ 22,341.60
	B. Thickened Edge Sidewalk	9,396	SF	$9.63	~~$ 90,483~~ 90,483.48
	C. Concrete Plaza Sidewalk	1,526	SF	$8.56	~~$ 13,063~~ 13,062.56
	D. Exposed River Rock Aggregate Sidewalk	1,087	SF	$21.40	~~$ 23,262~~ 23,261.80
148	ADA Ramp	5	EA	$1,016.50	~~$ 5,083~~ 5,082.50
149	Retaining Wall w/ Railing	1	LS		$ 38,584
150	FDOT Handrailing	40	LF	$179.76	$ 7,190
151	Striping & Signage	1	LS		$ 9,305
152	Sod	3,173	SY	$4.50	~~$ 14,293~~ 14,278.50
153	Landscape	1	LS		$ 165,144
154	Tree Relocation	1	LS		$ 53,500
155	Site Furnishings	1	LS		$ 55,181

156	Planters	1	LS		$ 33,550
157	Architectural Features (Park Sign)	1	LS		$ 46,814
158	Exterior/Site Lighting	1	LS		$ 199,946
159	Building Construction (Architectural, Structural, Mechanical, Plumbing & Electrical)	1	LS		$ 796,662

2,449,070.50

TOTAL BID $ 2,449,062
(Figures)

Two Million Four Hundred Forty-Nine Thousand Sixty-Two Dollars and 00/100 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 155 calendar days after the date when the Contract Time commences to run, and completed within 185 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 five hundred Dollars ($500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

(f) Local Vendor Preference

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

(h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

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

Mailing Address: 619 N Beach St., Daytona Beach, FL 32114
Street Address: 619 N Beach St.
City, State, Zip Code: Daytona Beach, FL 32114
Email: rcoleman@colemangoodemote.com
Telephone No.: 386-257-3570 Fax No.: 386-253-6692

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 October 23, 2024.

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 Coleman Goodemote Construction Co. Inc.
(Corporation Name)

Florida
(State of Incorporation)

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

Robert C. Coleman
(Name of Person Authorized to Sign - Typed or Printed)

Vice President
(Title)

(Corporate Seal)

Attest Suzette Gagnon Suzette Gagnon

Business address: 619 N Beach St., Daytona Beach, FL 32114

Phone No.: 386-257-3570

Fax No.: 386-253-6692

If BIDDER is:

A Joint Venture

By_____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By_____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Not Applicable	Not Applicable

Subcontractors:

Work Classification: Subcontractor List to be determined

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: Subcontractor List to be determined

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

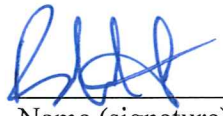
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	N/A	L.F.	_____	_____
2. Sheeting/Shoring	N/A	S.F.	_____	_____



10/23/24

Name (signature) Date

Robert C. Coleman

Name (typed or printed)

Vice 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.

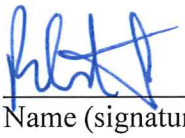
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

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.



10/23/24
Name (signature) Date

Robert C. Coleman
Name (typed or printed)

Vice President
Title

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.

Coleman Goodemote Construction Co. Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Robert C. Coleman

NAME (PRINT OR TYPE)

Vice President

TITLE

10/23/24

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-daybasis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

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.

Coleman Goodemote Construction Co Inc

COMPANY NAME

AUTHORIZED SIGNATURE

Robert C. Coleman

NAME (PRINT OR TYPE)

Vice President

TITLE

10/23/24

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 Vice President (Title) of Coleman Goodemote Construction Co. 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: October 23, 2024 Signed: _____

Title: Vice President Print Name: Robert C. Coleman

Entity: Coleman Goodemote Construction Co. Inc.

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 23 day of October, 2024, by Robert C. Coleman 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: 5/30/2027 Brittney Perkins

Notary Public State of Florida
Brittney M Perkins
My Commission HH 404143
Expires 5/30/2027

This page must be completed & notarized.

END OF BID

BID OPENING TABULATION

CASSEN PARK REDEVELOPMENT PROJECT

Bid No. 2025-02

October 23, 2024 at 2:00 PM

Contractor	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Addendum 5	Addendum 6	Bid Bond	Total Bid
Paul Culver	y	y	y	y	y	y	y	$2,545,000.00
Sabongui	y	y	y	y	y	y	y	$2,816,471.00
MGN Contracting	y	y	y	y	y	y	y	$2,737,310.00
AG Pifer	y	y	y	y	y	y	y	$4,136,514.69
Coleman Goodemote	y	y	y	y	y	y	y	$2,449,062.00

OCT23 24 2:00PM

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

December 3, 2024 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-208
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	FY 2024-25 Victim of Crime Act Grant Award		
Summary:	This is a request for the City Commission to retroactively authorize the acceptance of a grant award between the State of Florida, Office of the Attorney General, and the City for the twenty-fifth year funding of the Victim Advocate position within the Ormond Beach Police Department. In March 2024, a grant request was submitted to the Office of the Attorney General for the purpose of continuing the City's Victim Advocate program within the Police Department. The program was established by the U.S. Department of Justice with the passage of the Victims of Crime Act of 1984. The program is a "pass-through" by the State of Florida that provides the City of Ormond Beach Police Department with the resources to assist all crime victims to fully understand and exercise their rights established by the legislature. The advocates are used to assist in cases of assault, domestic violence, child abuse and elder abuse; however, this is only a portion of the victims assisted by the advocate. The advocate assists victims in receiving appropriate notifications of court actions, in receiving referrals to support agencies, and in participating in the Victims of Crime Compensation Program. The City has received a grant award for the Victim Advocate program in the amount of $51,336 for Fiscal Year (FY) 2024-2025. There are no match requirements for FY 2024-2025.		
Financial Impact:	The grant award is $51,336 and the grant funds will be used to pay as much as possible of the Victim Advocate's salary and benefits. The grant funds will cover 75% of personnel costs. Any remaining costs will be derived from the Police Department budget.		

Citizen Impact:	The Victim Advocate assists victims of crime in our community in understanding and exercising their rights.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the retroactive approval of the attached agreement.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 24-208 VOCA Grant FY2024-25 (P24-0223G) 2. VOCA-C-2024-COB-00047 SIGNED 3. Match Waiver Request 2024-2025
Approval:	Kelly McGuire, Finance Director 11/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-208

A RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's application to the State of Florida, Office of the Attorney General, for financial assistance in the continuation of a Victim's Advocate program within the Ormond Beach Police Department was duly filed and approved, and

WHEREAS, the State will provide grant funding in the amount of $51,336.00 and the City is not required to provide any match funds for the FY2024-2025 grant period, and

WHEREAS, the City and the State of Florida desire to enter into an agreement relative thereto, and

WHEREAS, due to the short turnaround time afforded by the Office of the Attorney General to the City in having the agreement signed and returned and to avoid the possibility of losing funding, the Mayor and City Manager executed the Agreement on October 29, 2024, and October 31, 2024, now therefore,

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

SECTION ONE. The City Commission hereby ratifies the Mayor and City Manager's execution of an Agreement between the State of Florida, Office of the Attorney General

regarding the funding of a Victim's Advocate Program. A copy of said agreement, which shall be effective retroactively to October 31, 2024, is attached hereto and incorporated herein by reference.

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

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

FY 2024/2025
(Grant Period October 1, 2024, through September 30, 2025)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Ormond Beach

GRANT NO: VOCA-C-2024-City of Ormond Beach-00047

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Ormond Beach, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2024/2025 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2024/2025 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2024, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2025. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award

Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grants system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $51,336.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to

the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Division of Victim Services
Internal Audit Unit

PL-01, The Capitol
Tallahassee, Florida 32399-1050

InternalAuditUnit@myfloridalegal.com

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal

or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to

indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67

Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The PROVIDER must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the PROVIDER. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2024-2025 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2024. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and

conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2024-City of Ormond Beach-00047 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Ormond Beach) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The City of Ormond Beach is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(13), Florida Statutes, if the Provider is a non-governmental entity, the Provider must submit to the OAG within 5 business days from the date of Agreement execution, an affidavit signed by the Provider's officer or representative, under penalty of perjury, attesting that the Provider does not use coercion to obtain labor or services.

ARTICLE 37. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2024-2025 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations

other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Ormond Beach, have executed this agreement.

Joyce A. Shanahan
Authorizing Official

City Manager
Print Name

Oct 29, 2024
Date

Bill Partington
Authorizing Official*

Bill Partington
Print Name

10/31/2024
Date

Authorizing Official*

Print Name

Date

10/29/2024 59-6000398
FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

John Guard
OAG Authorizing Official

John Guard
Print Name

Oct 15, 2024
Date

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2024-2025**
Subrecipient Name and Address City of Ormond Beach P.O. Box 277 Ormond Beach, Florida 32175-0277	OAG Grant Number VOCA-C-2024-City of Ormond Beach-00047	
Subrecipient UEI Number P7N5EWNDK217	Project Period: From 10/1/2024 To 9/30/2025	
Subrecipient IRS/Vendor/FEIN Number 59-6000398	Budget Period: From 10/1/2024 To 9/30/2025	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/1/2024	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $51,336.00	Total Award $51,336.00

Special Conditions
The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)
16.575 - Crime Victim Assistance

Summary Description of Project
This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2020-2021: From 10/1/2019 to 9/30/2025 2021-2022: From 10/1/2020 to 9/30/2025
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date Oct 15, 2024	Signature, Agency Executive Director, Date Joyce A. Shanahan Oct 29, 2024

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services
Advocacy and Grants Management

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-0168
http://www.myfloridalegal.com

October 2024

Victims of Crime Act (VOCA) 2024-2025

The Office of the Attorney General waives the match requirement for all 2024-2025 VOCA Assistance grants funded with FFY 2020 V2-GX-0052 and FFY 2021-15POVC-21-GG-00618-ASSI. The time period for these awards is October 1, 2024, through September 30, 2025.

These considerations are being made due to the continued challenges service providers are experiencing in their ability to meet the match requirement due to financial constraints and unique circumstances.

OAG Authorizing Official
Associate Deputy Attorney General

Joseph Spataro
Print Name

October 1, 2024
Date

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-209
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	RFP - Cross Connection		
Summary:	This item is a request to award a contract to Backflow Solutions, Inc. (BSI) for services pertaining to the Cross Connection Control Program Management Services, RFP Number 2025-08. In accordance with Florida Administrative Code 62-555.360 and 62-610.419, all testable backflow prevention devices installed throughout the City's service area are required to be tested on a regular basis. The overall intent of these code requirements is to help ensure that the water supply in the City's distribution system does not get contaminated due to a lack of maintenance. In total, the utility department estimates that there are approximately 2,500 testable backflow prevention devices throughout the City's utility service area. In order to assist the utility department and the City's customers with the required tasks, the utility department contracts with an outside vendor to establish a software system meant to inform customers of their testing requirements, establish a secure database for customers to upload their required documents, and also to act as a record keeping database for the utility. The Cross Connection Control Program Management Services, RFP No. 2025-08 was advertised for proposals on September 22nd, 2024. The City received and opened proposals on October 22nd, 2024. Three proposals were received; Backflow Solutions, Inc., Hydrocorp, and SwiftComply. The City's evaluation committee met on November 1st, 2024. The proposals were rated on : 1) Background of Firm, 2) Experience, 3) Past Performance, and 4) Cost Schedule. The highest overall rated proposal was submitted by BSI (252 of 300 total points). Some of the factors resulting in Backflow Solutions, Inc. standing out include their experience with other municipalities in Florida, their data management software system, and their dedicated customer support.		

	The proposed fees for BSI will be a one-time implementation fee of $1,000, an annual subscription fee of $995, and $16.95 for each passing backflow test. As such, the total yearly fee for the contract is estimated to be approximately $43,000.
Financial Impact:	The cross connection control program is budgeted in the Utility Department's Operating Budget of Fund 401-Water & Wastewater Operating Fund. The total yearly fee for BSI is estimated to be approximately $43,000 and sufficient funds are available to approve the award.
Citizen Impact:	Regular upkeep of backflow preventors and the associated documentation throughout the City's service area is essential to meet state statute requirements and provide reliable service to the City's utility customers. No adverse impacts are anticipated.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Backflow Solutions, Inc. for services pertaining to Cross Connection Control Program Management Services, RFP No. 2025-08.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-209 Cross Connection Svcs-Bakflow Sol (P24-0226G)) 2. Backflow Solutions Agr (cross connection P24-0226G) 3. BSI Online Proposal - Ormond Beach, FL RFP for Cross Connection Control Program Management Services FINAL 4. RFP 2025-08 Cross Connection Control Program Management Services (6) 5. RFP 2025-08 Addendum 1 (2) 6. RFP 2025-08 signed score summary
Approval:	Kelly McGuire, Finance Director 11/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-209

A RESOLUTION ACCEPTING A BID FROM BACKFLOW SOLUTIONS, INC. REGARDING CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for proposals (RFP 2025-08) for professional services to manage a cross connection control program to protect the public water supply from contamination ("the Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff reviewed the three proposals received and determined the bid submitted by Backflow Solutions, Inc. at a cost of $43,000.00 per year for the initial three-year term ($43,000.00 x 3 = $129,000.00) is the lowest responsible and responsive bid (a copy of said proposal being incorporated in the Agreement which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for payment of the Project is appropriated in the Water & Wastewater Operating Budget (Fund 401) 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 bid submitted by Backflow Solutions, Inc. to manage a cross connection control program is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Backflow Solutions, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Backflow Solutions, Inc. for the performance of the Project at a cost of $129,000.00 for the initial three-year term and to pay the cost thereof from the Water & Wastewater Operating Budget.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
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 **Backflow Solutions, Inc.** ("Contractor"), 12609 S. Laramie Ave., Alsip, IL 60803, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP #2025-08, "Cross Connection Control Program Management Services") attached hereto as Exhibit "A" and Cost Proposal, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and will be automatically renewed for two (2) additional one-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.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "B". 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 exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

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

City of Ormond Beach	**Backflow Solutions, Inc.**
Joyce Shanahan, City Manager	Lauren Bolek, Sales Manager
(copy to City Attorney)	12609 S. Laramie Ave.
22 South Beach Street	Alsip, IL 60803
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:

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: _____
JASON LESLIE
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

BACKFLOW SOLUTIONS, 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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**

RFP NUMBER:**2025-08**

RFP OPENING DATE & TIME: **October 22, 2024 at 2:00 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: Backflow Solutions, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 246

CITY-STATE-ZIP: Worth, IL 60482

F.E.I.N.: 37-1457245

PHONE NUMBER: 800-414-4990

EMAIL: marketing@backflow.com

If returning as a "No Submittal", please state reason (s

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

X Lauren Bolek
AUTHORIZED SIGNATURE (MANUAL)

Lauren Bolek
NAME (TYPED)

Sales Manager
TITLE

10/1/2024
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) 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 invites qualified firms to submit proposals for a contract to provide program management services for an established Cross Connection Control program. These services shall be provided to ensure compliance with Florida Department of Environmental Protection Requirements outlined in Florida Administrative Code 62-555.360 and 62-610.419 for backflow prevention device assembly testing and recordkeeping.

II. SCOPE OF SERVICES

Contractor to provide complete cross connection control data management services:

1. Conduct a project start-up meeting with the City of Ormond Beach Cross Connection Control/Backflow Prevention Program Staff.

2. Provide data transfer for the approximately 2,500 testable commercial, industrial, institutional facilities, subdivision association irrigation systems and miscellaneous water customers with the City of Ormond Beach's service area in the contractor's database. Data will be provided in excel format. City staff will spot check the accuracy of the data transfer and contractor will be required to make any necessary revisions.

3. Update the database to add, edit, or remove commercial and residential customers on at least a monthly basis with data provided by the City. The data base for testable backflow devices needs to include: customer name, address, type of backflow preventer(s) installed, size, serial number, date last tested, and the date testing is due.

4. Maintain and manage the annual testing results and data for all testable backflow prevention assemblies. Coordinate and notify customers in writing using a form letter format acceptable to the City of device testing requirements 30 days prior to due date, follow up notification letter to non-compliant customers one (1) day past due, and final notification letter 30 days past due. Keep records of passing test results received to ensure compliance with testing requirements.

5. Maintain and manage the data for all non-testable backflow prevention assemblies. Database for non-testable devices needs to include customer name, address, installation data and/or repair dates.

6. Participate in conference calls as needed to discuss the program status and specific recommendations as requested.

7. Provide full-time toll-free phone support for customer questions by a trained individual from 8:00 AM until 5:00 PM Monday through Friday, except for holidays.

8. Utilize and provide a cross-connection control software package or database management system that includes as a minimum the following:

    a) Standard notices and forms to support device testing and compliance notices.

    b) Management reports for notices, inventory of devices, device test results, inspection schedules, device test schedules, overdue inspections, and device test forms.

    c) Schedule inspection and device testing notices from internal records, standard procedures and timing as required by the Volusia County approved City of Ormond Beach Cross-Connection Control Plan.

d) Track testable and non-testable devices and compliance requirements.

e) Automatically access all data relevant to a particular facility or period of time.

9. Provide database in its entirety to City Staff in excel format by January 31st; April 30th; July 31st; October 31st; and upon request by the City

10. Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City Staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet. The accessible reports must include, but not be limited to, the following information:

a) Subject Property Business Name and Address
b) Property Owner Name and Address
c) Meter Number
d) BFP information (size, make, model, location)
e) Date due for testing
f) Testing date
g) Dates of written notification(s) sent
h) Current noncompliant backflow devices
i) And any other relevant items as deemed necessary by the Public Work Director, Utilities Manager or their designee

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one-year periods 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. The contract duration shall not exceed five (5) years.

IV. 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 1st, of the year in which approved.

V. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- Contractor must demonstrate that they have managed a municipal cross connection program in the state of Florida that was acceptable to the State of Florida Department of Environmental Protection.

- Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet.

- Contractor shall be capable, either as a firm or a team, of providing all professional services as described under "Scope of Work" and to maintain those capabilities for the duration of the contract. Exclusion of any service for the project may serve as cause for rejection.

- Contractor shall have a minimum of five (5) years' experience of continuous municipal cross-connection control management experience.

- The Contractor's Program Manager(s) shall have a minimum of five years' experience managing cross connection control programs for municipal governments OR have received a certificate of completion in the Cross Connection Control Program Manager Course offered by UF-TREEO or equivalent, OR possess an equivalent combination of experience and certification(s) as described in this paragraph.

VI. 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:

A. Background of firm:

The proposing firm should submit information regarding the background of their firm and their firm's capabilities. Information to be submitted may include, but is not limited to: identifying the firms skillset and general overview: the firm's web-based test reporting system, phone support services offered, a summary describing the size of the firm, a synopsis of the years of business operations, locations of responding office(s), any business license(s), qualifications of personnel, continuing contracts with other government agencies if applicable, or any other items the proposer feels is pertinent with regard to aiding the City with regard to cross connection services.

B. Experience:

The proposing firm should submit information outlining pertinent experience which demonstrates the firm's capabilities and qualifications with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing applicable resumes of Staff with applicable certifications that may selected to provide service to City Staff during the contract duration, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities or qualifications to the City. The City encourages the proposer to showcase what makes their firm stand out from other potential applicants.

C. Past Performance:

The proposing firm should submit information showcasing pertinent past projects which demonstrates the firm's capabilities with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing information for at least three (3) applicable customers/projects with appropriate synopsis along with appropriate reference contact information, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities to the City. The City encourages the proposed to highlight any past projects that they have done with the City or any other agencies in Florida.

D. Cost Schedule:

The proposing firm shall submit information showcasing their intended "COST SCHEDULE". Proposing firms to submit their own cost breakdown which best reflects their annual rate of compensation. This cost should reflect all items required for the first year of service.

VII. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., October 22, 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.

VIII. 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 members of the Public Works and/or

Engineering Departments. 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:

Background of firm (25 points)

Experience (25 points)
Past Performance (25 points)
Cost Schedule (25 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)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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.

Backflow Solutions, Inc.
COMPANY NAME

Lauren Bolek
AUTHORIZED SIGNATURE

Lauren Bolek
NAME

Sales Manager
TITLE

10/1/2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
10/3/2024	**No. 1**

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: Backflow Solutions, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 12609 S Laramie Ave, Alsip, IL 60803

PHONE NO.: 800-414-4990 FAX NO.: 888-414-4990

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

TITLE: Sales Manager

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

Backflow Solutions, Inc.
COMPANY NAME

Lauren Bolek
AUTHORIZED SIGNATURE

Lauren Bolek
SIGNER'S NAME (PRINT OR TYPE)

Sales Manager
TITLE

10/1/2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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.

Backflow Solutions, Inc.
Company Name

Lauren Bolek
Authorized Signature

Lauren Bolek
Print Name

Sales Manager
Title

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 Sales Manager (Title) of Backflow Solutions, 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: October 8, 2024 Signed: Lauren Bolek

Entity: Backflow Solutions, Inc. Name: Lauren Bolek

Title: Sales Manager

STATE OF: Illinois COUNTY OF: Cook

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 8 day of October, 2024, by Lauren Bolek and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Michelle Bever

Notary Public, State of Illinois: (seal)

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

My commission expires: 5/2/2027

OFFICIAL SEAL
MICHELLE BEVER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/02/2027

This document must be completed and returned with your Submittal

Exhibit "B" - Cost Proposal

As requested by the RFP, BSI can generate and mail three (3) notices per year for each property: Test Due Notice, Overdue Notice, and Final Notice.

Annual Subscription Fee: **$995** paid by the City
One-Time Implementation Fee: **$1,000** paid by the City
$16.95 for each passing test submitted paid by the City of Ormond Beach – we can invoice quarterly.

- If the City in the future would like the testers to pay, this can be done with confirmation in writing to your Account Manager.

Total Cost to the City for Year 1: $1,995 + $16.95 for each passing test submitted
Total Cost to the City for Year 2: $995 + $16.95 for each passing test submitted
Total Cost to the City for Year 3: $995 + $16.95 for each passing test submitted

All pricing outlined above includes insurance, labor, and materials (i.e. paper, envelopes, postage, etc.) for the project.

BSI can provide additional services. Quotes are available upon request.

Requests for in-person training and/or travel shall be subject to additional fees.

bsiOnline®
Backflow Solutions, Inc.

Backflow Solutions, Inc.
12609 S Laramie Ave. Alsip, IL 60803

Kinsley Capps
Sales Representative
847-556-9485
kcapps@backflow.com

Lauren Bolek
Sales Manager
708-665-1811
lbolek@backflow.com

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Rob Hart
Purchasing Coordinator
City of Ormond Beach

September 30, 2024

To Whom It May Concern,

On behalf of Backflow Solutions, Inc. (BSI), I would like to thank you for the opportunity to submit a proposal to the City of Ormond Beach for RFP 2025-08 Cross Connection Control Program Management Services.

We are globally positioned with headquarters in Chicago, Illinois and Vancouver, British Columbia. We operate programs in 38 states and provinces, employ 75+ employees, and partner with 1,000+ water systems. Our continued growth is supported by our **family-owned and operated values**. Each partnership we establish adds immense value to our ever-growing backflow community.

BSI is the inventor of online backflow data management with our US patented technology on both the application and process (**Patent # US-8463823-B2**). BSI Online is North America's **leading** solution and service.

When choosing a firm for your backflow management services, extensive experience in implementation, development, management, and support of cross-connection control programs is **paramount**. We are currently managing these programs for communities close to you, including **Holly Hill, South Daytona, Ponce Inlet, Volusia County, FGUA, Groveland, Green Cove Springs, Fort Lauderdale, Broward County and Boca Raton**, just to name a few.

BSI distinguishes itself from others in the market by providing niche data point tracking, seamless onboarding and data migration, transparency, real-time data, dedicated teams for virtual stakeholder support, returned mail analysis, IT support, and robust security measures.

Our solution and service provide each Water Purveyor with all the tools necessary for success, including 24/7/365 access. We have **in-house and onshore** IT staff, live customer service agents, and backflow/plumbing experts with decades of experience in our office to provide virtual support to our clients.

The solution is hosted by Amazon Web Services (AWS), providing the Water Purveyor with scalability, security, and assurance their data will always be protected but accessible. We also protect our partners with a Cyber Security insurance policy, valued **above and beyond** industry standards.

To comply with the RFP requirement, BSI agrees that this proposal is valid for a period not less than 90 days from date of receipt.

Upon award, BSI will comply with all registration requirements for the City, County, and State.

In closing, we firmly believe with our solution and service outlined above, we will exceed your expectations. Thank you for the opportunity to submit a proposal. We look forward to the potential partnership and welcoming the City of Ormond Beach to the BSI backflow community.

Sincerely,

Kinsley Capps
Sales Representative
P: 847-556-9485
kcapps@backflow.com

Lauren Bolek
Sales Manager
P: 708-665-1811
lbolek@backflow.com

Backflow Solutions, Inc.
12609 S Laramie Ave
Alsip, IL 60803
Federal ID Number: 37-1457245

Scope of Services – Tracking

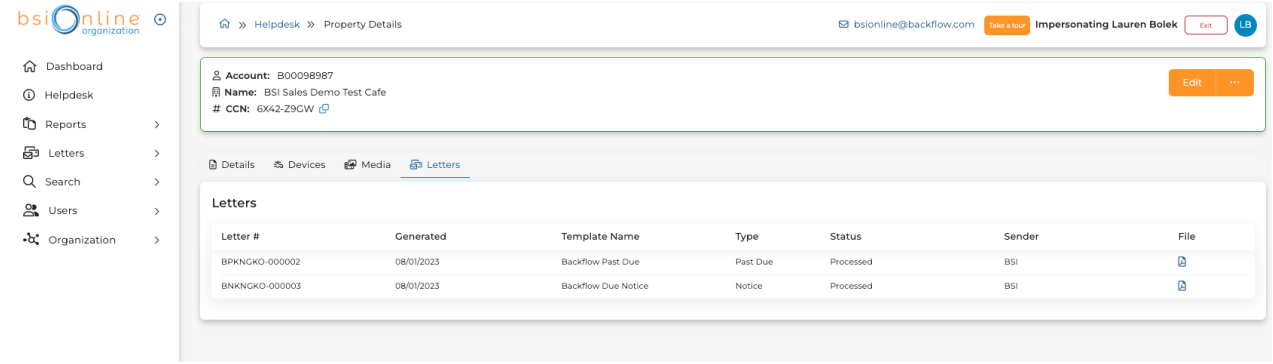
Implementation - We can guarantee program implementation **within 120 days** from the time we finalize procurement and receive your data. During the onboarding process, your dedicated Account Manager is in constant communication with Water Purveyor staff and the internal team at BSI. We utilize technologies that allow the program implementation team to communicate, track tasks, and keep the project on schedule.

Data Transition - Data migration is **included** with our services. One of the most crucial steps and what separates BSI from others in the marketplace is a **review and data cleanse** of the Water Purveyor's current records before import into BSI Online. Unlike competitors, our data analysis team will perform a data cleanse to fix incomplete, duplicate, or otherwise incorrect data in the data set, including identifying mismatched manufacturer/model combinations and incorrect mailing addresses. This step is crucial to ensure data integrity after launch when testers begin to enter test results online. We also utilize software for mailing address verification to **standardize data** and **empower accurate delivery** of backflow notifications.

BSI will request a change report from the water billing database on a monthly or quarterly basis to update any customer or property information that has changed to ensure data is staying up to date.

Notifications and Archived Copies - BSI Online can automate between two (2) to four (4) letters, depending on the service package you choose (Standard, Premium, or Elite). We mail letters through the United States Postal Service (USPS) First-Class Mail. Notifications are furnished with the Water Purveyor logo but our return address. The timing and wording of the letters can be customized. BSI Online is extremely transparent; you can see all notifications generated and sent by our solution. They are time-stamped under each property address for you to access 24/7/365.

BSI completes mailing in-house, not with a 3rd party or mail vendor. We have decades of experience mailing backflow-related communications. This ensures promptness in the generation, production, and delivery of notifications to the post office.

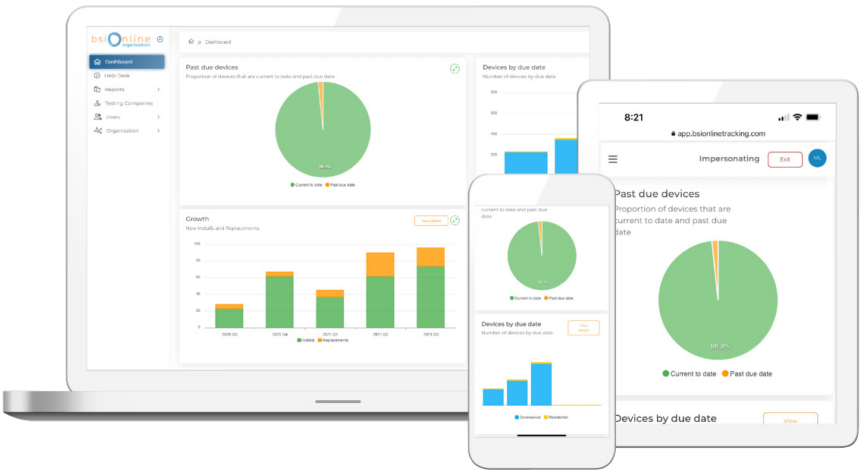


Returned Mail and Mail Research - Competitors claim to offer returned mail research, but they send returned mail **back** to the Water Purveyor to act on. With BSI, if a letter is returned to our PO Box, we log the return, research the new mailing address using County tax records, software, and other resources to find the new address, and finally, **resend** a new notification. This full cycle returned mail method has significantly increased customer compliance rates.

Additional Letters - To help increase compliance, we have a Letter Template feature, which is used by 90% of our customers to generate their own compliance or enforcement letter. The benefit of utilizing our system for additional letters is the letter is generated with information from your non-compliant report and time-stamped directly in BSI Online. All you do is click, print, and send!

Web Portal for Water Customers - All notices sent to water customers have a unique identifier, a Customer Confirmation Number (CCN), on the top right of their notification. The customer can use this CCN to look up a list of certified backflow testers on our website who meet the criteria set by the State and Water Purveyor.

Key Performance Indicators and Real-Time Reporting - We provide real-time custom and queried reports. All information is available to the Water Purveyor 24/7/365 from your dashboard. Additionally, all reports can be exported to CSV at your convenience and BSI can provide an export of your backflow data in excel format.

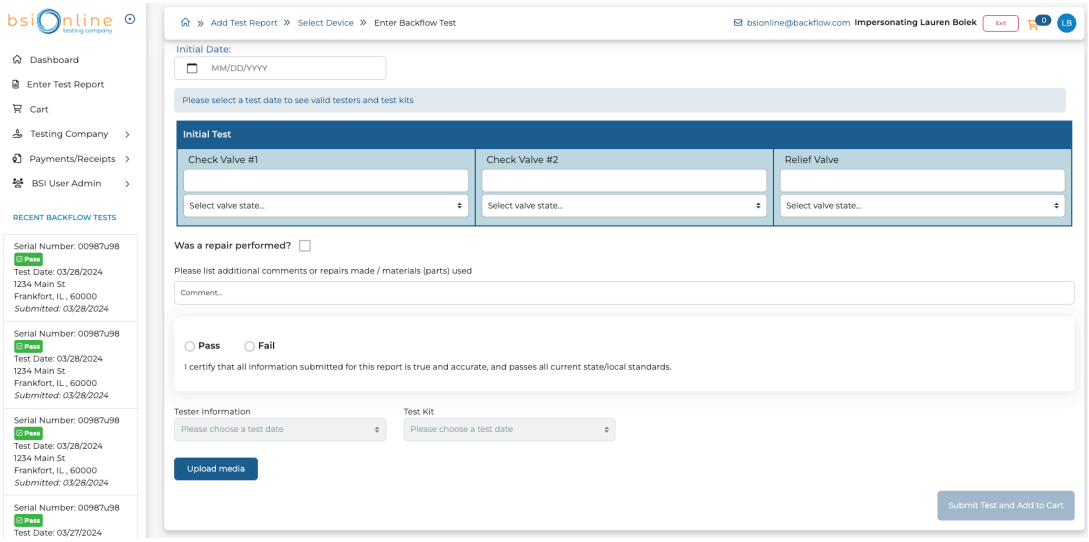


The database for testable assemblies will include all pertinent information such as customer name, address, type of backflow preventer(s) installed, size, serial number, date last tested, and the test due date.

Users and Access - The Water Purveyor always has access to data and can have an unlimited number of simultaneous users. Our solution allows each user to have different roles and unique permissions.

Data Ownership - BSI will retain and secure customer data. Water Purveyor data stored in BSI Online is owned exclusively by the Water Purveyor. BSI will never share or sell any data with external parties. The Water Purveyor has the ability to make changes to the data at any time.

Cloud-Based Test Submittal - To submit test reports online, the backflow tester will use their credentialed login for BSI Online. All reports are electronic, easy to read, and are emailed to the tester in real time as a PDF document.



Validation of Test Results and Archived History - Smart forms are coded to State standards per assembly type to ensure seamless data capture and accuracy. BSI Online automatically computes if a test passes or fails. Upon submission, a PDF copy is available to all stakeholders (testers, the Water Purveyor, and your water customer). We do not purge data; therefore, the Water Purveyor will always have access to data entered for their program, and the tester can review and print copies of their test reports at any time.

Validation of Tester Licenses/Test Gauge Calibrations - BSI verifies with the Water Purveyor all pertinent credentials being monitored for both testers and testing companies. We will track the expiration date of all credentials. Once a credential is expired, the tester/test kit is locked out from entering tests until an updated copy is uploaded into the BSI Online system or sent to our office for vetting. This proactive approach is integral to the integrity of your program.

Customer Service and Virtual Training - BSI provides **100% in-house** product and stakeholder support. We provide unlimited virtual customer service/support for the Water Purveyor, testing companies, and water customers for the life of the contract.

Account Manager - The Water Purveyor will be assigned an Account Manager, who will be there to answer any comments, questions, or concerns about the program, reports, notifications, or customer service. We can also consult on technical backflow inquiries since our company is founded on backflow prevention field expertise and countless years of backflow data management. We provide unlimited virtual support.

Water Customer and Tester Support - Our expert staff is available to answer questions, lifting the burden off your staff. Your stakeholders can be assured of speaking with a **live, onshore customer service representative**. We provide an email address where they can also submit inquiries. Our customer service teams are available Monday-Friday 8:00am–6:00pm EST. Our company policy is that all questions, whether by phone or email, will be answered within 24-48 hours.

Product Development, IT Support, and Maintenance - Having our IT staff in-house allows BSI to continuously innovate and create new enhancements, upgrades, and services regarding backflow/cross-connection control management, making BSI Online the most efficient and successful service in the marketplace. With continuous access to their knowledge and expertise, BSI can easily identify any issues that may arise and start working on a resolution immediately without interruption to service. This includes a test-run of data in a protected environment during the onboarding process to ensure data integrity.

Our program has a guaranteed uptime of 99%. Any maintenance, upgrades, or enhancements are performed during non-traffic/non-peak hours to create a seamless experience with our solution.

Support Log and Metrics - The solution was built on the foundation of accountability and transparency. All transactions and modifications are time-stamped with usernames. Each interaction with your backflow program is fully accessible to you at any time.

System Reliability and Security - The solution is hosted by Amazon Web Services (AWS), providing the Water Purveyor with scalability, security, and assurance their data will always be protected but accessible. We also protect our partners with a Cyber Security insurance policy, valued **above and beyond** industry standards. BSI can provide IT documentation upon request.







Minority/Women (M/WBE) Participation

Our organization does not meet the criteria for being women or minority owned. We applaud Ormond Beach's effort to promote opportunities for these groups.

While we do not hold this specific certification, our organization **employs over 75% of women**. The majority of our executive and leadership roles within Backflow Solutions, Inc. are held by women, including Vice President of Operations, Chief Financial Officer, Vice President of Account Management, Director of Sales and Marketing, and several Department Managers. In our vast, 30+ years of experience, there are no M/WBE companies in the small fraternity of backflow management firms.

Company History, Org Chart, and Resumes

Backflow Solutions, Inc. (BSI) is the **leading** backflow data management solution and service across North America. BSI is the inventor of online backflow data management with our patented technology on both the application and process (**Patent # US-8463823-B2**).

BSI has been in business for 30+ years administering municipal backflow programs. We currently operate programs in 38 states and provinces and employ 75+ people across North America. We are globally positioned with headquarters in Chicago, Illinois and Vancouver, British Columbia.

BSI was conceptualized after our leaders: plumbers, backflow testers, water operators, and fire contractors, were in the field and **frustrated with the process of test submittal** to various jurisdictions. Having a leadership team with experience as contractors, water system operators, and water customers, BSI was born. BSI started managing backflow programs by filing paper test forms in a filing cabinet. Realizing the magnitude of administrative work and tasks, we transitioned to a commercial software program to keep track of various purveyors and their projects. Still not satisfied with how much data entry and administrative time it took to manage these records, our leaders sought to streamline using the latest technology...**the internet.**

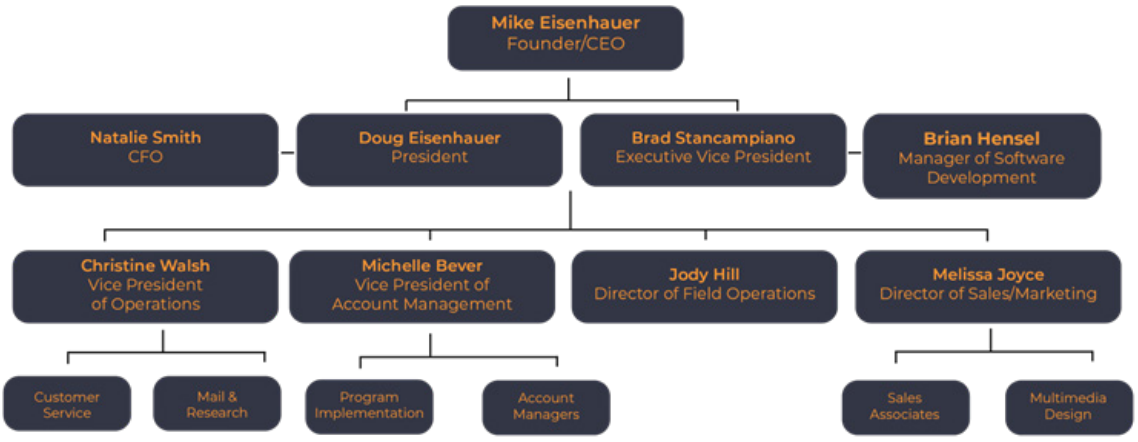
We can continually progress with the latest technology because our IT staff works for us and are onshore, we do not outsource. This allows BSI to continually make improvements and respond to requests quickly.

BSI takes great care to ensure your program is executed seamlessly by providing superior support with our solution and service. This includes comprehensive virtual meetings with your team to ensure we are following all proper regulations and scheduling requirements, assisting you, if necessary, in reviewing/revising your local regulations or ordinances, and continuing communication and education within your community. We accomplish this by utilizing innovative technology and an in-house team of backflow and cross-connection control management professionals.

We are proud to have **industry experts** on our team, including:

- A founding member of the American Backflow Prevention Association (ABPA)
- University of Florida TREEO/Backflow Management Certified Personnel
- Mechanical Engineer
- Licensed plumbers/backflow assembly testers
- Water Operator and State Plumbing Inspector

Org Chart



Resumes



Michael Eisenhauer | Founder
Mike has been passionately involved in backflow prevention and cross-connection control since the early 1980's. Mike co-authored backflow regulations in the State of Illinois and offers education in various states about cross-connection control and backflow prevention.

- *Co-Author of Illinois EPA Cross-Connection Control Handbook*
- *40+ years' experience as a licensed plumber*
- *40+ years' experience as a cross-connection control device inspector*
- *Founding member of the American Backflow Prevention Association (ABPA)*



Doug Eisenhauer | President
He has extensive knowledge in managing backflow programs, government procurement processes, and sales/marketing on a global level. Doug is instrumental in ensuring the business continues to be viable for long-term success.

- *Bachelor of Arts in Marketing, Columbia College*
- *20 years' experience in business administration and management*
- *15 years' experience in construction and project management*



Brad Stancampiano | Executive Vice President
Brad has also been instrumental in building our cloud-based solution and service from the ground up. Brad oversees daily business operations and manages our in-house IT group.

- *Master of Business Administration, University of South Florida*
- *University of TREEO Certified – Cross-Connection Control Program Manager*
- *University of TREEO Certified – Cross-Connection Control Surveys & Inspections*
- *20 years' experience in backflow/cross-connection control program administration*



Chrissy Walsh | Vice President of Operations
Chrissy started as a customer service representative with BSI and has grown with the company to oversee our customer service and mailing operations. Her conflict resolution skills and professionalism are unmatched.

- *20 years' experience handling large volumes of customer communication*
- *20 years' experience managing BSI's operations*



Michelle Bever l Vice President of Account Management
Michelle started in customer service and quickly progressed to managing our client services efforts. Michelle has extensive experience in data analysis, program implementation with different size data sets, and anticipating business and client needs.

- *Master of Business Administration, St. Xavier University*
- *20 years' experience in data analysis and reporting*
- *15 years' experience in backflow program development and program administration*



Brian Hensel | Manager of Software Development
Brian is a globally focused, senior level technical manager with leadership experience in on-site, hybrid, and remote environments. He can foresee future business, technological, and compliance needs, locally and globally, to ensure growth. He has a strong technical background in multiple programming languages, software, and frameworks.

- *Bachelor of Science in Computer Science, Illinois Institute of Technology*
- *Enterprise Architecture Certification and Further Education - EACOE*
- *20 years' experience in computer science, finance, and global financial regulations*



Vitalii Strimbanu | Lead Developer
Vitalii is responsible for architecting our solution to exceed industry standards while updating and maintaining our solution.

- *Master of Science in Information Technology, Academy of Economic Studies of Moldova*
- *AWS Solutions Architect - Associate Certification*



Jody Hill | Director of Field Operations
Jody continuously monitors the industry for trends, new approved backflow assembly devices, and updates staff on EPA and state specific regulations. Jody handles all reports for our mail surveys.

- *Bachelor of Science in Mechanical Engineering, University of Southern Mississippi*
- *University of TREEO Certified – Cross-Connection Control Program Manager*
- *University of TREEO Certified – Cross-Connection Control Surveys & Inspections*
- *Multistate licensed cross-connection control device inspector*
- *Former Water Operator*



Chrissy Bloom | Customer Service Manager
Chrissy began as a customer service agent and worked her way to manager as the company grew. She is excellent at conflict resolution, handling a large volume of inquiries via phone, fax, mail, and email, and handles each inquiry she gets with care and professionalism.

- *15 years' experience in customer service*
- *10 years' experience with intricate backflow inquiries*



Jen Bloom | Data Coordinator
Jen is responsible for all initial data sets. **We are one of the only firms that offer data cleansing and ensure accuracy before importing/starting your program. Jen has experience cleansing large data sets of 150,000+ lines.**

- *15 years' experience in customer service*
- *10 years' experience with data analysis*



Daisy Sanchez | Account Management Supervisor
Daisy started in our Customer Service Department and progressed to supervising a team of data entry specialists. Daisy is excellent at problem solving and investigating issues with data. Daisy has assumed responsibility for our clients in Florida, ensuring we adhere to all state and DEP regulations.

- *10 years' experience in customer service*
- *7 years' experience with backflow program support, inquiries, and implementation*



Vanessa Harding | Account Management Supervisor
Vanessa started in our Customer Service Department and progressed to leading our Account Management Department. Vanessa brings a professional, yet friendly disposition when communicating with a wide range of people and organizations.

- *15 years' experience in customer-facing support roles and maintaining customer accounts*
- *4 years' focus on backflow program management*
- *Oversees program implementation and onboarding for new clients*



Melissa Joyce | Director of Sales and Marketing
Melissa has experience in sales, marketing, project management, and business operations, which made her a great fit to lead our Sales and Marketing Departments.

- *Bachelor of Professional Studies in Exercise Science, Roosevelt University*
- *8 years' experience with government procurement*
- *8 years' experience in backflow program development and implementation*



Lauren Bolek | Sales Manager
Lauren started in customer service, moved to our Client Services team, and now manages our Sales Department. Lauren's insight from multiple divisions of BSI's operations has made her an asset to our prospective clients.

- *Bachelor of Fine Arts, Governors State University*
- *5 years' experience with government procurement*
- *6 years' experience with backflow data management*

US008463823B2

(12) **United States Patent**
Eisenhauer et al.

(10) **Patent No.: US 8,463,823 B2**
(45) **Date of Patent: Jun. 11, 2013**

(54) **METHODS AND SYSTEMS FOR TRACKING BACKFLOW ASSEMBLIES**

(75) Inventors: **Mike Eisenhauer**, Alsip, IL (US); **Donald J. Smith**, Mokena, IL (US)

(73) Assignee: **Backflow Solutions, Inc.**, Alsip, IL (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 115 days.

(21) Appl. No.: **13/173,863**

(22) Filed: **Jun. 30, 2011**

(65) **Prior Publication Data**

US 2012/0030250 A1 Feb. 2, 2012

Related U.S. Application Data

(60) Provisional application No. 61/360,722, filed on Jul. 1, 2010.

(51) **Int. Cl.**
G06F 17/30 (2006.01)

(52) **U.S. Cl.**
USPC **707/803**; 73/113.01; 705/7.41

(58) **Field of Classification Search**
USPC 707/803; 73/113.01; 705/7.41
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

5,713,240	A *	2/1998	Engelmann	73/168
2009/0157521	A1	6/2009	Moren et al.	
2010/0313958	A1 *	12/2010	Patel et al.	137/1

FOREIGN PATENT DOCUMENTS

WO	WO 2008/091665 A2	7/2008	

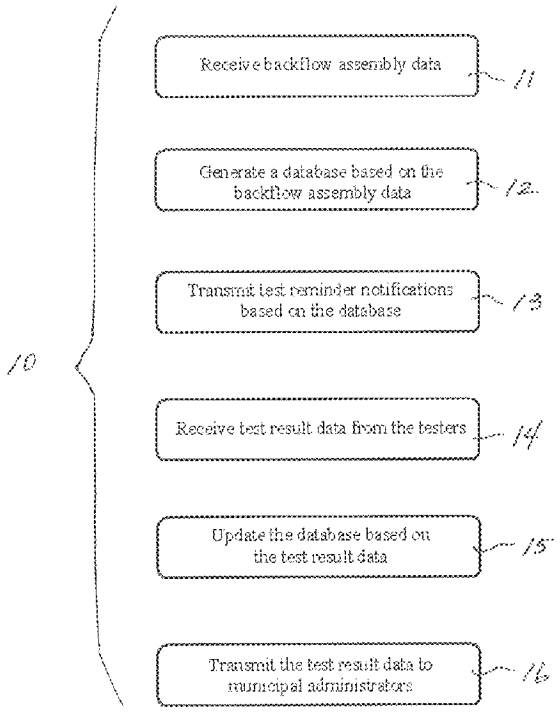
* cited by examiner

Primary Examiner — Thu-Nguyet Le
(74) *Attorney, Agent, or Firm* — Miller, Matthias & Hull LLP

(57) **ABSTRACT**

A method of tracking backflow assemblies is provided. The method comprises the steps of receiving backflow assembly data for water customers associated with a water supply system, generating a database based on the backflow assembly data, transmitting test reminder notifications to testers associated with the water customers, receiving test result data from the testers, updating the database based on the test result data, and transmitting the test result data to municipal administrators. The backflow assembly data includes water customer information, backflow assembly information and backflow test history information. The database is stored within a storage device. The testers are notified based at least partially on the backflow assembly data. The updated database is stored within the storage device.

20 Claims, 5 Drawing Sheets



BSI Online and the City of Ormond Beach, FL had a previous partnership from November 2014 to October 2019.

Project Name - Lee County Utilities, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program and Fats, Oils and Grease (FOG) Program
Project Size - 7,400+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Mary Sierra | msierra@leegov.com | 239-533-8581
Customer Since - 2012

Project Name - City of Boca Raton, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program and Fats, Oils and Grease (FOG) Program
Project Size - 6,000+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Kara Mills | kmills@ci.boca-raton.fl.us | 561-338-7306
Customer Since - 2014

recently awarded contract via RFP for an additional 13 years

Project Name - City of Pompano Beach, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 6,200+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Nathaniel Watson | nathaniel.watson@copbfl.com | 954-786-4082
Customer Since - 2013

Project Name - City of Fort Lauderdale, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 7,600+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Elaine Velez | evelez@fortlauderdale.gov | 954-828-7514
Customer Since - 2016

Project Name - Broward County Water & Wastewater Services, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 6,300+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Michael Jordan | mijordan@broward.org | 954-831-0977
Customer Since - 2013

Project Name - City of Naperville, Illinois

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service. BSI also performs mail surveys as an IEPA requirement.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 16,600+ assemblies tracked
BSI Project Manager - Katie Rager: Account Manager
Contact Information - Angie Keller | kellera@naperville.il.us | 630-420-6134
Customer Since - 2015-2020, 2024

recently awarded contract via RFP Previous BSI customer but decision makers left for lower cost. Dissatisfied with the other service provider/did not opt to renew. **Came back to BSI for superior service and solution**.

Project Name - City of Green Cove Springs, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 500+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Corey Hardin | chardin@greencovesprings.com | 904-297-7500
Customer Since - 2023

Project Name - City of South Daytona, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 250+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Caitlin Weiss | cweiss@southdaytona.org | 386-322-3082
Customer Since - 2023

Project Name - City of Holly Hill, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 1,000+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - Jeff Jacobson | jjacobson@hollyhillfl.org | 386-248-4348
Customer Since - 2019

Project Name - Volusia County, Florida

Brief Scope - BSI assists with: sending annual notices, online test submittal, validation of test results, validation of tester credentials, real-time reporting, returned mail research, and customer service.
Project Plan - Manage the annual tracking of the Cross-Connection Control Program
Project Size - 1,200+ assemblies tracked
BSI Project Manager - Daisy Sanchez: Account Management Supervisor
Contact Information - R.J. Dyett | rdyett@volusia.org | 386-822-6465
Customer Since - 2017

Addendum 2 to Cost Proposal – as of 11.4.2024

As requested by the RFP, BSI can generate and mail three (3) notices per year for each property: Test Due Notice, Overdue Notice, and Final Notice.

Annual Subscription Fee: **$995** paid by the City
One-Time Implementation Fee: **$1,000**
$16.95* per passing test submitted paid by the City of Ormond Beach – we can invoice quarterly.

- If the City in the future would like the testers to pay, this can be done with confirmation in writing to your Account Manager.

All pricing outlined above includes insurance, labor, and materials (i.e. paper, envelopes, postage, etc.) for the project.

BSI can provide additional services. Quotes are available upon request.

Requests for in-person training and/or travel shall be subject to additional fees.

File Number 6256-966-2

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias**, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BACKFLOW SOLUTIONS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 31, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* JULY ***A.D.*** 2024 .

Authentication #: 2419203222 verifiable until 07/10/2025

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

State of Florida
Department of State

I certify from the records of this office that BACKFLOW SOLUTIONS, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on July 13, 2012.

The document number of this corporation is F12000002918.

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 April 29, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of July, 2024



Secretary of State

Tracking Number: 1160795384CU

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

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

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Backflow Solutions

Doing Business As (DBA) Name
BSI Online

Company ID
1649237

Enrollment Date
Mar 02, 2021

Employer Identification Number (EIN)
371457245

Unique Entity Identifier (UEI)

DUNS Number
621406615

Total Number of Employees
20 to 99

NAICS Code
561

Sector
Administrative and Support and Waste Management and Remediation Services

Subsector
Administrative and Support Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DSP Insurance Services
1900 E Golf Rd Ste 225

Schaumburg IL 60173

CONTACT NAME: Carrie Drumheller
PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186
E-MAIL ADDRESS: cdrumheller@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Co.	35289
INSURER B: Transportation Insurance Co.	20494
INSURER C: Allmerica Financial Benefit Ins	41840
INSURER D: Admiral Insurance Company	24856
INSURER E: Lloyds of London	32727
INSURER F: Travelers Casualty & Surety Co.	19038

INSURED
Backflow Solutions, Inc.

12607 S. Laramie Ave.

Alsip IL 60803
(708) 389-5600

COVERAGES CD **CERTIFICATE NUMBER:** Cert ID 42087 (40) **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 / PRO-JECT / LOC X OTHER: Per Proj & Per Loc			6016191751	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6016191801	01/01/2024	01/01/2025	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 EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10,000			6016191796	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2CH449495	01/01/2024	01/01/2025	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
D	Pollution/Professional			FEI-ECC-20920	01/01/2024	01/01/2025	Each Claim/ Aggregate	$ 2,000,000
E	Cyber/Network Liability			ESL0439589723	01/01/2024	01/01/2025	Aggregate	$ 3,000,000

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

CERTIFICATE HOLDER

City of Ormond Beach

22 South Beach St

Ormond Beach 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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CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/07/2024

PRODUCER		INSURED
DSP Insurance Services 1900 E Golf Rd Ste 225 Schaumburg IL 60173		Backflow Solutions, Inc. 12607 S. Laramie Ave. Alsip IL 60803
CONTACT NAME: Carrie Drumheller	PHONE (A/C, No, Ext): (847) 934-6100	PHONE (A/C, No, Ext): (708) 389-5600

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 42087 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	Crime			106520790	05/17/2024	05/17/2027	Employee Theft $ 1,000,000 Ded: $5,000
							$
							$
							$
							$
							$
							$
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							$

Certificate Coverages Overflow (11/2010)

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: **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**

RFP NUMBER:**2025-08**

RFP OPENING DATE & TIME: **October 22, 2024 at 2:00 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: Backflow Solutions, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 246

CITY-STATE-ZIP: Worth, IL 60482

F.E.I.N.: 37-1457245

PHONE NUMBER: 800-414-4990

EMAIL: marketing@backflow.com

If returning as a "No Submittal", please state reason (s

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

X Lauren Bolek
AUTHORIZED SIGNATURE (MANUAL)

Lauren Bolek
NAME (TYPED)

Sales Manager
TITLE

10/1/2024
DATED

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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.

Backflow Solutions, Inc.
COMPANY NAME

Lauren Bolek
AUTHORIZED SIGNATURE

Lauren Bolek
NAME

Sales Manager
TITLE

10/1/2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
10/3/2024	**No. 1**

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: Backflow Solutions, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 12609 S Laramie Ave, Alsip, IL 60803

PHONE NO.: 800-414-4990 FAX NO.: 888-414-4990

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

TITLE: Sales Manager

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

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

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

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

Backflow Solutions, Inc.
COMPANY NAME

Lauren Bolek
AUTHORIZED SIGNATURE

Lauren Bolek
SIGNER'S NAME (PRINT OR TYPE)

Sales Manager
TITLE

10/1/2024
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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.

Backflow Solutions, Inc.
Company Name

Lauren Bolek
Authorized Signature

Lauren Bolek
Print Name

Sales Manager
Title

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 Sales Manager (Title) of Backflow Solutions, 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: October 8, 2024 Signed: Lauren Bolek

Entity: Backflow Solutions, Inc. Name: Lauren Bolek

Title: Sales Manager

STATE OF: Illinois COUNTY OF: Cook

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 8 day of October, 2024, by Lauren Bolek and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Michelle Bever

Notary Public, State of Illinois: (seal)

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

My commission expires: 5/2/2027

OFFICIAL SEAL
MICHELLE BEVER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/02/2027

This document must be completed and returned with your Submittal

Thank you for your consideration!

bsiOnline®
Backflow Solutions, Inc.



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: **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**

RFP NUMBER:**2025-08**

RFP OPENING DATE & TIME: **October 22, 2024 at 2:00 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 invites qualified firms to submit proposals for a contract to provide program management services for an established Cross Connection Control program. These services shall be provided to ensure compliance with Florida Department of Environmental Protection Requirements outlined in Florida Administrative Code 62-555.360 and 62-610.419 for backflow prevention device assembly testing and recordkeeping.

II. SCOPE OF SERVICES

Contractor to provide complete cross connection control data management services:

1. Conduct a project start-up meeting with the City of Ormond Beach Cross Connection Control/Backflow Prevention Program Staff.

2. Provide data transfer for the approximately 2,500 testable commercial, industrial, institutional facilities, subdivision association irrigation systems and miscellaneous water customers with the City of Ormond Beach's service area in the contractor's database. Data will be provided in excel format. City staff will spot check the accuracy of the data transfer and contractor will be required to make any necessary revisions.

3. Update the database to add, edit, or remove commercial and residential customers on at least a monthly basis with data provided by the City. The data base for testable backflow devices needs to include: customer name, address, type of backflow preventer(s) installed, size, serial number, date last tested, and the date testing is due.

4. Maintain and manage the annual testing results and data for all testable backflow prevention assemblies. Coordinate and notify customers in writing using a form letter format acceptable to the City of device testing requirements 30 days prior to due date, follow up notification letter to non-compliant customers one (1) day past due, and final notification letter 30 days past due. Keep records of passing test results received to ensure compliance with testing requirements.

5. Maintain and manage the data for all non-testable backflow prevention assemblies. Database for non-testable devices needs to include customer name, address, installation data and/or repair dates.

6. Participate in conference calls as needed to discuss the program status and specific recommendations as requested.

7. Provide full-time toll-free phone support for customer questions by a trained individual from 8:00 AM until 5:00 PM Monday through Friday, except for holidays.

8. Utilize and provide a cross-connection control software package or database management system that includes as a minimum the following:

    a) Standard notices and forms to support device testing and compliance notices.

    b) Management reports for notices, inventory of devices, device test results, inspection schedules, device test schedules, overdue inspections, and device test forms.

    c) Schedule inspection and device testing notices from internal records, standard procedures and timing as required by the Volusia County approved City of Ormond Beach Cross-Connection Control Plan.

d) Track testable and non-testable devices and compliance requirements.

e) Automatically access all data relevant to a particular facility or period of time.

9. Provide database in its entirety to City Staff in excel format by January 31st; April 30th; July 31st; October 31st; and upon request by the City

10. Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City Staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet. The accessible reports must include, but not be limited to, the following information:

a) Subject Property Business Name and Address
b) Property Owner Name and Address
c) Meter Number
d) BFP information (size, make, model, location)
e) Date due for testing
f) Testing date
g) Dates of written notification(s) sent
h) Current noncompliant backflow devices
i) And any other relevant items as deemed necessary by the Public Work Director, Utilities Manager or their designee

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one-year periods 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. The contract duration shall not exceed five (5) years.

IV. 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 1st, of the year in which approved.

V. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- Contractor must demonstrate that they have managed a municipal cross connection program in the state of Florida that was acceptable to the State of Florida Department of Environmental Protection.

- Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet.

- Contractor shall be capable, either as a firm or a team, of providing all professional services as described under "Scope of Work" and to maintain those capabilities for the duration of the contract. Exclusion of any service for the project may serve as cause for rejection.

- Contractor shall have a minimum of five (5) years' experience of continuous municipal cross-connection control management experience.

- The Contractor's Program Manager(s) shall have a minimum of five years' experience managing cross connection control programs for municipal governments OR have received a certificate of completion in the Cross Connection Control Program Manager Course offered by UF-TREEO or equivalent, OR possess an equivalent combination of experience and certification(s) as described in this paragraph.

VI. 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:

A. Background of firm:

The proposing firm should submit information regarding the background of their firm and their firm's capabilities. Information to be submitted may include, but is not limited to: identifying the firms skillset and general overview: the firm's web-based test reporting system, phone support services offered, a summary describing the size of the firm, a synopsis of the years of business operations, locations of responding office(s), any business license(s), qualifications of personnel, continuing contracts with other government agencies if applicable, or any other items the proposer feels is pertinent with regard to aiding the City with regard to cross connection services.

B. Experience:

The proposing firm should submit information outlining pertinent experience which demonstrates the firm's capabilities and qualifications with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing applicable resumes of Staff with applicable certifications that may selected to provide service to City Staff during the contract duration, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities or qualifications to the City. The City encourages the proposer to showcase what makes their firm stand out from other potential applicants.

C. Past Performance:

The proposing firm should submit information showcasing pertinent past projects which demonstrates the firm's capabilities with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing information for at least three (3) applicable customers/projects with appropriate synopsis along with appropriate reference contact information, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities to the City. The City encourages the proposed to highlight any past projects that they have done with the City or any other agencies in Florida.

D. Cost Schedule:

The proposing firm shall submit information showcasing their intended "COST SCHEDULE". Proposing firms to submit their own cost breakdown which best reflects their annual rate of compensation. This cost should reflect all items required for the first year of service.

VII. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., October 22, 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.

VIII. 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 members of the Public Works and/or

Engineering Departments. 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:

Background of firm (25 points)

Experience (25 points)
Past Performance (25 points)
Cost Schedule (25 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)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____FAX NO.:_____

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

TITLE:_____

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

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

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

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

THIS PAGE <u>MUST</u> 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 <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

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

ADDENDUM NO. 1

October 3, 2024

TO: Prospective Submitters and Others Concerned.

SUBJECT: Addendum No. 1 for **RFP 2025-08 Cross Connection Control Program Management Services**

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

QUESTIONS and ANSWERS

Question 1: Does the Affidavit of Compliance have to be notarized by a Notary Public from the State of Florida? If not, can you make the State line blank.

Answer 1: **See revised page 26R attached.**

Question 2: Page 7, #8, b & c – Regarding inspections, are these referring to inspections of air gaps?

Answer 2: **Subsections b & c under item #8 are intended to refer to reduce pressure backflows, pressure vacuum breaker assemblies, or a double detector check backflow prevention devices. No inspection of air gaps are intended.**

Question 3: As there is a physical proposal required for this RFP, can you please confirm the final date an addendum may be posted?

Answer 3: **Questions will be accepted until the end of business on October 11, 2024, we expect the last addendum to be issued shortly after that deadline. The city reserves the right to issue addenda at any time.**

The foregoing changes are hereby incorporated into the RFP Requirements and Contract Documents for **RFP 2025-08 Cross Connection Control Program Management Services,** for the City of Ormond Beach.

END OF ADDENDUM No. 1

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 _____: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

RFP Evaluation Summary

Project: Cross Connection Control Program Management Services

RFP Number: 2025-08

Recommendation of award highlighted

Date & Time: November 1, 2024 11:00 AM

	Firms											
	Backflow Solutions Inc (BSI)				Hydrocorp				SwiftComply			
The RFP's were scored on the following criteria:	**R.R.**	**S.H.**	**S.S.**	**Totals**	**R.R.**	**S.H.**	**S.S.**	**Totals**	**R.R.**	**S.H.**	**S.S.**	**Totals**
Background of Firm- 25 points max	22	20	24	66	10	20	8	38	20	15	15	50
Experience- 25 points max	20	20	24	64	15	20	5	40	20	15	15	50
Past Performance - 25 points max	22	20	24	66	5	5	5	15	20	15	15	50
Cost Schedule - 25 points max	22	10	24	56	20	20	10	50	15	5	15	35
Totals	86	70	96	252	50	65	28	143	75	50	60	185
	Rank			1	**Rank**			3	**Rank**			2

Rob Hart
Purchasing Coordinator

Ryan Roessler
Water Distribution Supervisor

Shawn Horsley
Contract Manager

Stacey Smith
Environmental Regulatory Compliance Coordinator

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-210
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	Renewal - Tow Contract, Universal Towing		
Summary:	Staff recommends a one-year renewal extension for tow services to Universal Towing, Inc. Universal Towing was awarded the contract in January 2021 as a result of RFP No. 21-07. They were the only company to submit a proposal. The contract was for 2 years with an option for three additional 1 year extensions. Staff intends to execute the 3rd and final of these 1 year renewals, extending the contract to January 19, 2026.		
Financial Impact:	None		
Citizen Impact:	Utilizing a contract improves efficiency in responding to motor vehicle incidents. Services are professional and immediate in times of need and is an asset to the City, residents, and visitors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to renew the Tow Contract with Universal Towing, Inc., unless otherwise directed.		
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500		
Attachments:	1. 24-210 Universal Towing Renewal (P24- G) 2. Universal Renewal (P24-) 3. 2021 Original Tow Contract		
Approval:	Kelly McGuire, Finance Director 11/18/2024		

	Claire Whitley/Shawn Finley, Assistant City Manager	11/22/2024
	Joyce Shanahan, City Manager	11/22/2024

RESOLUTION NO. 2024-210

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2021-32, the City and Universal Towing, Inc. entered into a Towing Related Services Contract with an effective date of January 20, 2021, and

WHEREAS, the initial term of the contract was for two years with the option to renew for three additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the third renewal option for the period January 20, 2025 through January 19, 2026, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Towing Related Services Contract with Universal Towing, 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 a one-year renewal of the Towing Related Services Contract with Universal Towing, Inc. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CONTRACT RENEWAL
TO TOWING RELATED SERVICES CONTRACT

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY", and **UNIVERSAL TOWING, INC**., hereinafter referred to as "Towing Company", became parties to a certain Contract for the provision of towing related services by the Towing Company to the City for an initial term of two years effective on January 20, 2021, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for three (3) 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 third additional one-year period of time, 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 Section 4(A) of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through January 19, 2026, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. All other terms and conditions set forth in the 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

_____

Print Name: _____

By: _____
JASON LESLIE
Mayor

_____

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this_____day of_____, 2024

Witnesses:

UNIVERSAL TOWING, INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

TOWING RELATED SERVICES CONTRACT
(Reference RFP 2021-07)

This Contract is hereby entered into on the 20th day of January, 2021, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation, hereinafter referred to as "City," and UNIVERSAL TOWING, INC., located at 542 LPGA Blvd., Holly Hill, FL 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants, terms, and conditions set forth in this Contract and all Exhibits incorporated by reference herein:

SECTION 1. DEFINITIONS.

(A) *Class "A" vehicle* means a vehicle with a gross vehicle weight of 10,000 pounds or less, including but not limited to cars, light trucks (1-ton and under), motorcycles, and cargo or lawn trailers (with 2- or 4-wheels).

(B) *Class "B" vehicle* means a vehicle with a gross vehicle weight rating from 10,001 pounds up to 33,000 pounds, including but not limited to small dump trucks, step vans, service body vehicles, and construction equipment.

(C) *Class "C" vehicle* means a vehicle with a gross vehicle weight rating from 33,301 pounds up to 80,000 pounds, including but not limited to heavy duty fire apparatus, tandem dump trucks, sewer cleaners, tractor trailers, and construction equipment.

(D) *Nonconsensual towing* means the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting *"trespass towing"* defined below.

(E) *Trespass towing* means the towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by *Sec. 715.07, Florida Statutes*, when that vehicle is parked on private real property.

SECTION 2. VEHICLE CLASSES; SERVICE CATEGORIES; RESPONSE TIMES.

(A) **Category I: Emergency Towing Services**. At the direction of either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The confiscation or seizure of vehicles as authorized by *Chapter 932, Florida Statutes.* Any such vehicle must be towed from the point of seizure to the Ormond Beach Police Department storage compound. Upon request, the Towing Company shall provide the Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by police officers. In the event the Police Department has founded suspicion that any property in, on, or affixed to the vehicle is stolen, and such property may be removed without adversely affecting the operability of the vehicle, the Police Department shall be permitted to effect the removal of the property. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(2) The removal of disabled vehicles from accident scenes, either with consent of the owner/operator; or when the officer-in-charge determines that a vehicle (or vehicles) must be removed from the scene in the interest of public safety without such consent. The Towing Company shall, at no cost to the City, promptly and thoroughly clean

all debris off the public streets, way, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any such accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agents, servants, or employees of the Towing Company. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(3) The removal and transportation of illegally parked vehicles from municipal property or public rights-of-way. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(4) The removal and transportation of disabled emergency vehicles operated by the City's Police and Fire Departments. When authorized and directed by either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and transportation of all classes of police and fire department vehicles to any point within Volusia and Flagler County at no charge to the City.

(5) **Response Times.** Services in Category I shall be rendered by the Towing Company upon demand of the Police Chief or designee at any and all times, twenty-four (24) hours a day, seven (7) days a week, including holidays, with a maximum response time of 20-minutes for at least ninety-five (95%) percent of all service calls; and a 30-minute response time for the remaining five (5%) percent of service calls.

(B) **Category II: Non-Emergency Towing Services.** At the direction of the City's Fleet Manager, or designee, the Towing Company shall provide for the removal, transport, and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The removal and transport of vehicles owned or leased by the City to any location within Volusia County. The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles at no charge to the City during each year of the Contract.

Although infrequent, City vehicles must occasionally be towed to or from Flagler County. Removal and transport of City Class "A" vehicles to or from Flagler County shall be at 50% of the contractor's established rate.

In addition, the Towing Company shall jump start and change the flat tires of any City Class "A" vehicles within Volusia or Flagler County at no charge to the City.

(2) The removal, transport, and storage of abandoned or discarded vehicles arising or resulting from the City's code enforcement activities. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City. The City shall waive any and all salvage rights that may be permitted by law for such vehicles; and shall retain no liens upon them.

(3) **Response Times.** Services in Category II shall be rendered by the Towing Company upon demand of the Fleet Manager, or designee, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excepting holidays, within 1-hour of the request for service in at least fifty (50%) percent of all service calls; and a 2-hour response time for the remaining fifty (50%) percent of service calls.

SECTION 3. CONSIDERATION; TOWING OF CITY OWNED OR LEASED VEHICLES.

(A) As consideration for the performance of services under this Contract the Towing Company shall provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE as set forth in

Sections 2(A)(4), (5), above.

(B) As further consideration for the performance of services under this Contract, The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City as set forth in Sections 2(B)(1), (3), above. In addition, the Towing Company shall jump start and change the flat tires of any Class "A" vehicles at NO CHARGE to the City as set forth in Sections 2(B)(1), (3).

(C) The provisions of this section shall apply whether or not the Towing Company is or shall become the sole provider of services under this Contract.

SECTION 4. CONTRACT TERM; TERMINATION PROVISIONS; BREACH; REMEDIES.

(A) Contract Term: The initial term of this Contract shall be for a period of two (2) years beginning on January 20, 2021 and may be renewed for three (3) additional 1-year periods upon mutual agreement of the parties.

(B) Termination without cause: Either party may terminate the Contract without cause, at any time by providing written notice of such cancellation at least thirty (30) days prior to the date of cancellation. The parties may mutually agree to waive the thirty (30) day notice requirement.

(C) Termination for cause: The Police Chief or designee(s) is/are authorized to closely monitor the Towing Company's operations and, in the event a factual determination is made by the Police Chief or designee(s) that the Towing Company has breached a material term or condition of this Contract, the Police Chief shall so notify the

Towing Company, in writing, specifically as to the manner and basis upon which said breach is predicated. If within a period of seven (7) days the Towing Company has not remedied the condition(s) considered to constitute said breach, the Police Chief may suspend the Towing Company for up to four (4) towing weeks, with service during such periods of suspension provided by any other available Towing Company in the City, or terminate for cause. The Towing Company may appeal such suspension or termination to the City Manager. The Police Chief shall so notify the City Manager and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives and shall make a determination as to whether or not there has been a breach of the Contract. If the City Manager determines there has been a breach, he/she may take such action thereon as deem appropriate, including without limitation, a suspension for any period of time determined proper under the circumstances, or termination of the Contract. The decision of the City Manager is final. Any lesser remedial action than termination shall not waive the City's right to further remedial action.

(D) In addition to terminating this Contract for cause, the City may recover from the cash or surety bond all administrative costs as provided by this Section.

(E) The City may, if it so elects, pursue any other remedies provided by law for breach of this Contract or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or to the Towing Company is intended to be exclusive of any other right or remedy now or hereafter existing at law or at equity or by statute.

SECTION 5. NONCONSENSUAL AND TRESPASS TOWING; RATES AND FEES.

(A) The Towing Company shall provide access to the owner of the vehicle, or to any person with written authorization from the owner, and allow the owner or his authorized agent to remove any item not affixed to the vehicle. The owner or his authorized agent may also remove the tag from the vehicle, so long as state law requires the tag to stay with the owner. Nothing contained herein shall prohibit the Towing Company from requiring the execution of a full Release prior to allowing the owner or his authorized agent to have access to the vehicle.

(B) The Towing Company may not charge the owner of the vehicle an amount in excess of the maximum rates and fees provided for in Sec. 118-98, Volusia County Code of Ordinances, as amended, for non-consensual and trespass tows that originate within the City; however, in the event the City adopts by ordinance a maximum rate and fee structure applicable to non-consensual and trespass tows during the term of this contract, the Towing Company shall comply with the rates, fees, and provisions set forth therein. The City shall not be liable in the event of non-payment by the owner of the vehicle being towed.

SECTION 6. PROHIBITED CHARGES. In the event a determination is made by the Police Chief that a vehicle has been towed in error at the direction of an authorized representative of the City, the City shall reimburse the Towing Company for the reasonable charges associated therewith and the Towing Company shall not charge the owner of the towed vehicle.

SECTION 7. STORAGE FACILITIES.

(A) The Towing Company shall maintain a storage garage and/or outside storage facilities complying with all applicable building and zoning regulations. Such

storage facilities shall:

(1) Contain a minimum of two hundred (200) spaces in an area which is completely fenced;

(2) Have available a minimum of four (4) spaces inside a building for the storage of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles which require police processing.

(3) The Towing Company shall have an employee on duty at the required storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.

(4) Upon reasonable notice, the required storage facilities shall be subject to inspection and shall be approved by the Police Chief or his designated agent during the term of this Contract. Notice of any discrepancies or deficiencies in compliance which are found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within seven (7) days of receipt of such notice. Upon the failure of the Towing Company to remedy the deficiencies in compliance, action may be taken by the City pursuant to Section 4 of this Contract.

(5) Any vehicle which has been marked "HOLD" by the Police Department shall be held at the required storage facility, unless indicated otherwise, at no charge to the City, for whatever period of time is necessary in order to properly process the vehicle and complete the investigation. Personnel of the Ormond Beach Police Department shall be permitted access to such vehicles at all reasonable times. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their

contents from theft and damage.

(6) The Towing Company shall make such written reports to the City as may be required under Florida law.

SECTION 8. TOWING EQUIPMENT/PERSONNEL.

(A) The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended. A copy of said Rule, as it currently exists, is attached hereto and incorporated by reference herein.

(B) Said wreckers shall be of recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Contract without damage to such vehicles and without undue interference with the flow of traffic.

(C) All wrecker drivers are required to have the applicable Florida license required in order to operate the given vehicle, and shall comply and be familiar with the Florida Uniform Traffic Control Law, *Chapter 316, Florida Statutes.*

SECTION 9. RADIO COMMUNICATIONS. The Towing Company shall provide a two-way radio communication system between its offices and all wreckers operated by the Towing Company. The Towing Company shall maintain a direct telephone line of incoming police calls in addition to such other telephones as are necessary for regular business use.

SECTION 10. NON-EXCLUSIVENESS OF SERVICE. The Towing Company agrees that the owner or person in possession of any vehicle which has been disabled shall have the

opportunity to contact a wrecker or towing company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the scene of an accident or otherwise, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 11. BENEFITS FROM REPAIRS PROHIBITED. The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or his/her authorized agent, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment.

SECTION 12. LIABILITY OF TOWING COMPANY. The liability of the Towing Company for any towed vehicles under this Contract, and all property contained therein, shall commence at the time a wrecker is hooked to any vehicle to be towed. Whenever a vehicle is marked "HOLD," the Towing Company or its employees, representatives, or agents shall endorse the inventory prepared by the police officer authorizing the impoundment.

SECTION 13. PERSONAL PROPERTY IN VEHICLES. To the extent provided by law, the Towing Company shall be held accountable and liable for damage or loss to all personal property in the vehicles towed pursuant to this Contract and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, unless authorized by the owner of said vehicle in writing or permitted by applicable law. Access

to such vehicle shall be provided in accordance with Section 5(A) of this Contract. All such personal property must be returned at once, unless directed otherwise by the City and in which event written authority to release must be issued by the City, to the owner or person entitled to legal possession thereof, or their authorized agent, upon proper proof of ownership or right to possession. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

SECTION 14. RELEASE OF THE VEHICLE. The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner, or his/her authorized agent entitled to possession of the vehicle, upon the payment of all allowed and applicable charges. Any vehicle which has been marked "HOLD" by the Ormond Beach Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

SECTION 15. POSTING CHARGES. The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Contract. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts.

SECTION 16. ITEMIZED STATEMENTS. Should any owner or his/her authorized agent, entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS.

(A) The City, and its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by the Towing Company from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the Towing Company, including persons such as subcontractors employed or utilized by the Towing Company, unless any such claim arises as a result of the City's sole negligence, as determined by the final arbiter of such claim. Additionally, the City expressly retains all rights, benefits, privileges and immunities provided to Municipalities by Sovereign Immunity.

(B) The Towing Company agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in subsection (A), above. 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.

SECTION 18. INSURANCE REQUIREMENTS. At all times during the term of this Contract, the Towing Company shall maintain the Commercial General Liability Insurance, Workers' Compensation, and Automobile Liability policies of insurance and coverage limits required by the City of Ormond Beach Resolution 2011-116 (or as amended) which is attached and incorporated by reference herein. In addition, the Towing Company shall maintain:

1. Garage liability insurance in an amount not less than $300,000 combined single limit liability.

2. Garage keeper's legal liability insurance in an amount not less than $50,000 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

3. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by Section 627.7415, F.S.:

a. Fifty thousand dollars ($50,000) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.

b. One hundred thousand dollars ($100,000) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.

c. Three hundred thousand dollars ($300,000) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

THE CITY SHALL BE NAMED AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE POLICIES OF INSURANCE AND CERTIFICATES THEREOF.

SECTION 19. RECORDS, BOOKS AND PAYMENT. The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Contract. The Towing Company acknowledges that business records maintained in connection with its towing services for the City are subject to public inspection under the Public Records Act, Chapter 119, *Florida Statutes*.

SECTION 20. RIGHT TO CANCEL SERVICE CALL. The City shall have the right to cancel a request for Towing Company services until the time at which the wrecker arrives on the scene, and there shall be no charge to the City or to the vehicle operator/owner in the event of such cancellation.

SECTION 21. COMPLIANCE WITH LAWS. The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes and all applicable City and

County Ordinances. The Towing Company further specifically agrees that none of its wreckers shall be parked in any residential area of the City at any time other than during the weeks the Towing Company is on call.

SECTION 22. CASH BOND. Prior to the effective date of this Contract, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred ($2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

SECTION 23. MISLEADING, DISHONEST AND ILLEGAL PRACTICES. The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Contract, and that it will charge owners of vehicles only those amounts permitted under this Contract for those services covered by this Contract. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If within one (1) day of such notice, a satisfactory explanation is not received by the Police Chief, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, the violation may be reported to the City Manager for remedial action, including cancellation of the Contract, as provided for in Section 4 hereof.

SECTION 24. MISCELLANEOUS.

(A) The descriptive headings appearing in this Contract are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

(B) The RFP documents and specifications contained therein are made a part of this Contract by reference.

(C) It is mutually understood and agreed that nothing contained in this Contract is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Towing Company as an agent or representative of the City for any purpose or in any manner whatsoever.

(D) The Towing Company may not assign this Contract and its rights hereunder, in whole or in part, except with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. The transfer of a majority of the stock of the Towing Company shall be deemed as an assignment of this Contract.

(E) All Class "A" vehicles owned or leased by the City shall be transported by flat bed. Construction equipment shall be transported by low boy or flat bed.

(F) The towing of all Class "B" and Class "C" vehicles owned or leased by the City shall include drive shaft and/or axle removal with appropriate air charge, if required.

(G) The City's Fleet Manager may establish administrative procedures and requirements relating to the services performed under this Contract for vehicles owned or leased by the City, including the submission of an invoice or other form(s) of documentation, with which the Towing Company shall comply.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

Dated this 19 day of January, 2021.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Print Name: Colby Cilento

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

Print Name: Leslie Guest

Print Name: Anthony Boyer

UNIVERSAL TOWING, INC.

By: Fred Champagnolo

Print Name: Fred Champagnolo

Title: V/P

Attest: Angela W Rogers

Print Name: Angela W Rogers

Title: office manager

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-211
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Zev Cohen for Construction Administration Services for the City's SR40/Airport Road Water Main & Force Main Loop Project		
Summary:	This is a request for the City Commission to approve a Work Authorization with Zev Cohen for construction administration services for the SR40/Airport Road Water Main & Force Main Loop Project. On November 6, 2024, the Commission approved the bid award for the SR40/Airport Road Water Main & Force Main Loop Project, Bid No. 2024-37. The work consists of furnishing and installing 4,316 linear feet of 12-inch and 4,681 linear feet of 16-inch PVC pipe water line, and 12,707 linear feet of 10-inch and 7,319 linear feet of 12-inch sewer forcemain, along with associated hydrants, valves, and appurtenances for West Ormond Utilities.Completion of this water main loop will allow the City to meet its commitment to the properties within the City's utility service area, create additional resiliency within the utility system and continue to provide high water quality in the southwest service area. The proposed fee is 1.85% of the construction contract amount of $4,525,369.95, which is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.		
Financial Impact:	Construction phase services work authorization amount is $83,625. The project will be funded from Fund 446-2024 Water & Wastewater Bond Fund and includes grant funding of $975,000 from the Federal Department of Environmental Protection (FDEP).		
Citizen Impact:	The City has identified improvements to be made to the western region's utility infrastructure in order to provide adequate service to the new land use and proposed developments. This will ensure the City		

	continues to maintain the same level of service to existing citizens and to all utility customers located within the adopted Utility Service Area.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Zev Cohen for the Construction Administration Services for the City's SR40/Airport Road Water Main & Force Main Loop Project, for the not to exceed amount of $83,625.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-211 SR40 & Airport Rd Loop - cons admin Zev (P24-0209G) 2. Zev Cohen Work Authorization
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-211

A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE SR 40/AIRPORT ROAD WATER MAIN & FORCE MAIN LOOP PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Zev Cohen & Associates, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the SR40/Airport Road water main & force main loop project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Zev Cohen & Associates, Inc. to provide construction administration services for the aforedescribed project at a cost not to exceed $83,625.00 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 Capital 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 Zev Cohen & Associates, Inc. to provide construction administration services regarding the SR40/Airport Road water main & force main loop project at a cost not to exceed $83,625.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Zev Cohen & Associates, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Water & Wastewater Capital Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
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 Zev Cohen and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: SR40/Airport Road Water Main & Force Main Loop – Construction Administration Services

Project Description: To provide construction administration services for the above project, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: $4,500,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Construction Administration Services	Fixed Fee	$82,125.00
Reimbursable Expenses	Actual Cost	$1,500.00
Total Fee Authorized:	**Not To Exceed**	**$83,625.00**

Funding Source: Water/Wastewater R&R Fund (409)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
ZEV COHEN & ASSOCIATES, INC.

By: _____
M. Dwight DuRant, P.E.
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

VIA EMAIL
(alex.schumann@ormondbeach.org)

September 11, 2024
Revised September 13, 2024

Mr. Alex Schumann, P.E.
City Engineer
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Hereinafter referred to as Client.

RE: Ormond Beach Airport Road/State Road 40
Water Main Loop – Forcemain Addition
Construction Administration Services
ZC 19100CA

Dear Alex:

Thank you for requesting from Zev Cohen & Associates, Inc., (ZCA) a Contract/Agreement for construction administration services for the above referenced project. We appreciate the opportunity and look forward to working with you and the City during the construction phase of this project.

Project Summary

ZCA previously provided design and permitting under ZCA Project 19100FM, Forcemain Addition to Airport Road/State Road 40 Water Main Loop to the City of Ormond Beach. ZCA proposes to provide the following services as a part of the construction phase of said permitted project.

Scope of Services

I. Construction Administration Services

We anticipate the construction of the project will take approximately twelve (12) months. Our fee proposal is based on this duration.

1. Attend the preconstruction meeting. Distribute construction drawings (number as required by contract) to the contractor. Provide 3 sets of construction plans (signed and sealed) to the City.
2. Log, process and review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and to the City.
3. Conduct periodic visits to the job site (2x Weekly) and produce reports.
4. Attend periodic meetings to discuss and agree on construction scheduling, problems and/or techniques (Bi-Weekly – 24 Meetings) and produce reports.
5. Respond to Contractor RFI's.

6. Provide electronic format base drawing to contractor and /or their selected surveyor for use in preparation of final as-built survey.
7. Review final project close-out documents including as-built survey for project conformance with approved design.
8. Prepare and submit all permit clearances and other required close out documentation.
9. Furnish City with copies of all closeout documents, agency certifications, and final as-built drawings on diskette in AutoCAD and PDF formats, plus one reproducible mylar set and two sets of prints all bearing the Engineer of Record's certification.

II. Reimbursable and Additional Expenses

- Reimbursable expenses have been estimated and are provided for in Exhibit A as an actual cost fee. The above fee does not include services not specifically listed.

- Should additional services be required, they can be furnished with compensation based on our Schedule of Hourly Rates or an agreed upon change order. Similarly, in the event that modifications to the Construction Plans are required by the City, the modifications shall be considered additional service, and compensation shall be in accordance with our Schedule of Hourly Rates.

Fee

ZCA has provided a fee breakdown exhibit on the attached sheet (Exhibit A) associated with the professional services outlined above. If this contract meets with your approval, please provide a City Work Order to commence work.

Thank you for requesting this contract from our firm. We look forward to working with you on construction of the project.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

M. Dwight DuRant, P.E.
Principal

MDD/vv
19100c04 CA REV
cc: Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Samuel C. Hamilton, Jr., P.E.
Haluk "Luke" Kilic, P.E.
John Dillard, P.E.
Jason Salatto
Viviana Vargas
File

Forcemain Addition to Airport Road/State Road 40 Water Main Loop
Construction Administration Services
Breakdown of Compensations
ZC 19100 CA
Exhibit A

Task	Senior Professional Engineer $170.00	Construction Administration Manager $145.00	Construction Administration Technician $100.00	Senior CADD Technician $110.00	Clerical $45.00	Subtotal
Pre Construction Meeting	2 $340.00	2 $290.00	0 $0.00	0 $0.00	1 $45.00	*5* *$675.00*
Shop Drawing Review	4 $680.00	8 $1,160.00	8 $800.00	0 $0.00	2 $90.00	*22* *$2,730.00*
Periodic Progress Meetings Bi-Weekly (24)/Site Visits	24 $4,080.00	24 $3,480.00	96 $9,600.00	0 $0.00	12 $540.00	*156* *$17,700.00*
Respond to Contractor Requests for Additional Information & Engineer's Plan Clarification	8 $1,360.00	12 $1,740.00	24 $2,400.00	10 $1,100.00	8 $360.00	*62* *$6,960.00*
Prepare and Process Clearances and Permit Conformance Documents	5 $850.00	15 $2,175.00	24 $2,400.00	6 $660.00	8 $360.00	*58* *$6,445.00*
Review As-Builts and prepare Record Drawings (provide Engineer's Certifications)	8 $1,360.00	15 $2,175.00	8 $800.00	10 $1,100.00	4 $180.00	*45* *$5,615.00*
Job Site Visits (2x Weekly - 96 visits)	24 $4,080.00	48 $6,960.00	288 $28,800.00	0 $0.00	48 $2,160.00	*408.00* *$42,000.00*
Total Hours by Task	***75.00***	***124.00***	***448.00***	***26.00***	***83.00***	***756.00***
Total Fees by Task	***$12,750.00***	***$17,980.00***	***$44,800.00***	***$2,860.00***	***$3,735.00***	***$82,125.00***
Reimbursable Expenses (approximate)						*$1,500.00*
Total Fees						***$83,625.00***

19100c04 CA
MDD/JE/ns

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-212
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Utility Expenditure by the Utilities Division, Part of Response to Hurricane Milton		
Summary:	This is an agenda item to inform the Commission of an emergency expenditure by the Utilities Department as part of a response in the aftermath of Hurricane Milton. On Friday, October 11, 2024, an existing 12-inch sanitary force main in the 100 block of Riverside Drive ruptured in various locations. Repairs were attempted by Utility crew members over the course of the following days. The extreme levels of flows from Hurricane Milton, however, resulted in compromising the integrity of the aforementioned section of the existing force main. As a result, Utility crews were unable to correct the encountered deficiencies despite multiple attempts by all crew members involved. The extreme flows in the wastewater collection system caused by Hurricane Milton was simply too much for the existing infrastructure to withstand. By Monday, October 14, 2024, Utility Staff members re-assessed the situation and determined that the compromised section of force main was beyond the level of repair that Utility Staff could provide. This force main section in question, conveys wastewater flows from 2 City-owned lift stations which serve approximately 620 residences and businesses. The Utility Department deemed the resolution of this situation a critical need that could not wait for the typical City Commission authorization. Instead, the Utility Department reached out to various vendors to utilize the City's on-call emergency contracts. As a result, J.D. Weber arrived on scene to provide emergency Construction Manager at Risk (CMAR) services to assist with the repair work of the piping system. Additionally, City Staff also contacted both All Daytona Septic Tank Service, Inc. and Woody's Septic Tank Service to drain the force main piping section while emergency repair work from J.D. Weber was under way. Woody's Septic Tank Service was unable		

	to assist with the City's request; however, All Daytona was able to respond and provide the necessary trucks needed to haul the sewage. All Daytona arrived on scene and began hauling sewage on October 14th and continued to do so until the force main repair work was completed on October 18. The rate from All Daytona Septic Tank Service, Inc. is $350 per hour per truck. In total, 5 trucks were mobilized to keep up with the flows, resulting in approximately 356.5 truck hours in total. As such, the resultant fee for All Daytona Septic Tank Service amounts to $124,775. The resolution for payment to J.D. Weber for the CMAR services will be covered in a future Commission Item.
Financial Impact:	This project was not included in the 2024-2025 Fiscal Year and will need a budget amendment. Funds are available in the Water/Wastewater Capital Improvement Fund - 409. The City will submit the project to FEMA for potential reimbursement of a portion of the total project cost of $124,775.
Citizen Impact:	This project prevented sewage from backing up into homes and businesses and prevented a hazardous health condition for City residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this emergency expenditure to all Daytona Septic Services Inc.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-212 Riverside force main sewage drainage-All Daytona (P24-0220G) 2. All Daytona Septic Invoice MILTON
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-212

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM ALL DAYTONA SEPTIC TANK SERVICE, INC. FOR SERVICES TO DRAIN AND HAUL SEWAGE FROM A FORCE MAIN ON RIVERSIDE DRIVE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on October 11, 2024, a sanitary force main on Riverside Drive ruptured in various locations as a result of extreme flows in the wastewater system caused by Hurricane Milton, and

WHEREAS, it was necessary to utilize the services of All Daytona Septic Tank Service, Inc. to drain the sanitary force main so that the emergency repair crew could perform the necessary repairs to the force main, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to utilize the services of All Daytona Septic Tank Service, Inc. to drain and haul the sewage from a ruptured force main at a cost of $124,775.00 (a copy of the invoice is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the Water and Wastewater Renewal and Replacement 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 City Commission hereby ratifies and affirms the emergency procurement from All Daytona Septic Tank Service, Inc. and the expenditure of funds from the Water and Wastewater Renewal and Replacement Fund in the amount of $124,775.00 to drain and haul sewage from a force main along Riverside Drive.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROL DAUDERIS
City Clerk

All Daytona Septic Tank Service, Inc.
PO Box 250430
Daytona Beach, FL 32125
+6721576
alldaytonaseptic@yahoo.com
www.alldaytonaseptic.com

Invoice

BILL TO	SHIP TO
City Of Ormond Beach Finance Department City of Ormond Beach, Florida 501 Orchard Street Ormond Beach, FL 32175-0277	City Of Ormond Beach Hurricane Milton Ormond Beach, FL 32174

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
44016	10/21/2024	$124,775.00	11/20/2024	Net 30	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/14/2024	**Pump Out:Pump Out** Truck 1 (2 hrs @ $350/hr) Truck 2 (2 hrs @ $350/hr)	4	350.00	1,400.00
10/15/2024	**Pump Out:Pump Out** Truck 1 (24 hrs @ $350/hr) Truck 2 (24 hrs @ $350/hr) Truck 3 (14 hrs @ $350/hr) Truck 4 (14 hrs @ $350/hr)	76	350.00	26,600.00
10/16/2024	**Pump Out:Pump Out** Truck 1 (24 hrs @ $350/hr) Truck 2 (24 hrs @ $350/hr) Truck 3 (24 hrs @ $350/hr) Truck 4 (24 hrs @ $350/hr)	96	350.00	33,600.00
10/17/2024	**Pump Out:Pump Out** Truck 1 (24 hrs @ $350/hr) Truck 2 (24 hrs @ $350/hr) Truck 3 (24 hrs @ $350/hr) Truck 4 (24 hrs @ $350/hr) Truck 5 (17 hrs @ $350/hr)	113	350.00	39,550.00

2897

"Milton"

ob Preis #2925

40153502 S04604

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/18/2024	**Pump Out:Pump Out** Truck 1 (13.5 hrs @ $350/hr) Truck 2 (13.5 hrs @ $350/hr) Truck 3 (13.5 hrs @ $350/hr) Truck 4 (13.5 hrs @ $350/hr) Truck 5 (13.5 hrs @ $350/hr)	67.50	350.00	23,625.00

SUBTOTAL	124,775.00
TAX	0.00
TOTAL	124,775.00
BALANCE DUE	**$124,775.00**

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-213
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Approval of Additional Funding for Brush Truck		
Summary:	In July 2023, the City Commission approved the purchase of a new Brush Truck apparatus from Ten-8 Fire & Safety to replace outdated units that had been long-identified for replacement (Resolution 2023-114). The vehicle was also designed to double as a high-water rescue vehicle that could be used in disaster/flood-related events. Due to a number of factors, production queues at the time of order were estimated at 24 months (historically 12 months). Ormond Beach Fire Department personnel traveled to the production facility in August 2024 to perform the standard engineering review with the dealer (Ten-8 Fire & Safety) and the manufacturer (Skeeter Emergency Vehicles). This is standard with fire apparatus purchases, and involves reviewing the design specifications for any needed changes, and typically works within the approved order pricing. Such changes are made to improve the safety, operation, and functionality of the apparatus. Due to the extended production queues, the pricing for these changes exceeds the contingency funds built into the original pricing. As such, additional funding is needed to secure these changes to the apparatus. An itemized list of the specification changes is attached.		
Financial Impact:	Approval would result in an additional $22,371.80 to the purchase price of the current brush truck order, which was approved and placed in fiscal year 2023. This would increase the total cost from $288,624.57 to $310,996.37. Sufficient funding is available in Fund 305-Public Safety Vehicle and Equipment Fund.		
Citizen Impact:	The specification changes allowed by approval of this additional funding will result in better meeting the needs of the community, through more efficient fireground operations, as well as improved citizen accessibility during flood rescue events.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of additional Brush Truck funding in the amount of $22,371.80.
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270
Attachments:	1. 24-213 Addtl Funding-Brush Truck-Ten 8 (P23-0105G) 2. 14899 Ormond Beach Change Order 3. 1 Ormond Beach Skeeter Brush Truck Proposal
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-213

A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS TO TEN-8 FIRE SAFETY, LLC FOR THE PURCHASE ONE SKEETER FORD F550 BRUSH TRUCK; AND SETTING FORTH AN EFFECTIVE DATE.

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

WHEREAS, on July 18, 2023, the City Commission approved Resolution No. 2023-114 authorizing the purchase of one (1) Skeeter Ford F550 Brush Truck under Florida Sheriffs Association Bid No. FSA 23-VEF17.0 from Ten-8 Fire & Safety, LLC, in the amount of $288,624.57; and

WHEREAS, subsequent to the approval of Resolution No. 2023-114, city fire personnel visited the production facility for a standard engineering review, during which time it was determined that certain changes were needed for improved safety and operation of the apparatus, and

WHEREAS, normally, revisions to the design specifications are anticipated and included in the original pricing; but because of extended production queues, the costs for these changes will exceed the original pricing by $22,371,80, a copy of the Change Order is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the funds for an additional expenditure in the amount of $22,371.80 to Ten-8 Fire Safety, LLC have been appropriated to the credit of the Public Safety Vehicle and Equipment Replacement Fund (305) and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The City Commission hereby approves an additional expenditure of $22,371.80 for the purchase of a Skeeter Ford F550 Brush Truck under Florida Sheriffs Association Bid No. FSA 23-VEF17.0 from Ten-8 Fire & Safety, LLC, bringing the total purchase price to $310,996.37, and to pay the costs thereof from the Public Safety Vehicle and Equipment Replacement Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

	CO Date	11/11/2024
	CO #	899CO1
	JOB #	S14899
	SPEC #	7729
	Customer	Ormond Beach

Customer Change Order Form

Item #	Description	Total
204238	Paint Line "A"	$0.00
100048	Specify Wheel color to be Matte Black	$0.00
203940	Delete High Idle Control Activation	($197.42)
100053	Specify Wheel color to be Matte Black	$0.00
100062	Change to bed lined Front Bumper: Black	$1230.87
100063	Powder Coat Front Bumper Skid Plate	$500.00
204397	Add Dual USB-A/USB-C Outlets, QTY: 2, Under Mapbox on Mounting leg	$394.88
936624	Delete Master Switch Indicator Light, Redundant Option	($351.37)
1005899	Add Fuel Level Site Glass to Fuel Tank	$164.50
100238	Add Electric Foam Tank Guage	$978.93
100684	Remove Tread Plate from the compartment verbiage Add step well corner wedge step, half way up	$354.00
203801	Change to a painted finish on compartment and trays Paint Red 351 (Sikkens FLNA30322)	$11944.95
1005898	Add 8" x 8" storage compartment, as deep as possible, one each side on the rear fender fwd of the rear axle.	$1,389.19
204412	Add step well grating	$615.27
203934	Add QTY: 4 Adjustable shelves, One in each vertical compartment and one in PS Upper body compartment	$2,498.44
203467	Change Dimension of Hose Tray, Outboard Hinge	$0.00
204259	Delete Extra Hose Tray Option	($1,610.88)
204255	Remove Handle and Lockable verbiage, Shall be an Outboard Hinge	$0.00
100692	Change to a Zico Pull Out Step, PS-8-5 to access the step well area of the body 1005900	$378.20
100318	Add 20" Rigid Scene light to the front bumper	$1,489.00
100183	Add Rear Ground Lights	$434.00
100315	Zone B&D Lower rear Warning light to be mounted centered over the rear wheel well with brush guard. Zone C Upper: PS Amber Zone C Lower DS Amber	$0.00
100343	Front Chevron to be Scotchlite 680 Ruby Red and Black	$0.00
100345	Rear Chevron to be Scotchlite 680 Ruby Red and Black	$0.00
100435	Add Air Compressor, mounted high as possible in PS Front Rescue, 3 gallon storage tank	$2,159.24
	Change order items priced per the FSA contract.	

By signing this form, I do hereby authorize the representing Skeeter Emergency Vehicles Dealer to coordinate the changes, additions, and deletions listed on the proceeding page(s) for the prices listed on each change made. I understand and agree that any additions or changes that were not part of the original contract may adversely impact the scheduled completion of the apparatus. If the scheduled completion is affected, the Skeeter Emergency Vehicles authorized Dealer will notify you of such a change at the time this change is presented. I understand and agree that once this change request is signed, it becomes part of the original contract entered into between the authorized Skeeter Emergency Vehicles Dealer and the customer.

Customer Signature	**TOTAL:**	**$22,371.80**
Date		

IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 7729

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

Date: June 21, 2023 ("Proposal Date") **Customer: City of Ormond Beach Fire Department** ("Customer")

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

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

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

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

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

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

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

Customer: **City of Ormond Beach Fire Department**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Robert S. Wallace**

Date: **6/21/2023**

PURCHASING TERMS AND CONDITIONS

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

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

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

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

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

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

6. Cancellation/Termination.

    a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

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

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

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

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

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

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-214
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Authorized Signature for City Financial Accounts		
Summary:	This is a request to amend/add the name of the Mayor regarding disbursement of City funds. The Mayor, City Manager and Finance Director are approved signers. As a result of the election of a new Mayor, it is necessary to notify all financial institutions of the need to amend the authorization to sign on City accounts.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approving the addition of the new Mayor for the authorization to disburse City funds.		
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226		
Attachments:	1. 24-214 Change Mayors name on bank account		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager		11/18/2024 11/18/2024 11/20/2024

RESOLUTION NO. 2024-214

A RESOLUTION AUTHORIZING AND DIRECTING ALL FINANCIAL INSTITUTIONS WHICH HOLD FUNDS OF THE CITY OF ORMOND BEACH TO ADD THE NAME OF JASON LESLIE AS MAYOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Effective November 19, 2024, each financial institution holding funds of the City of Ormond Beach is hereby authorized and directed to add thereto the name of Jason Leslie as Mayor of the City of Ormond Beach, Florida who shall serve as a designated representative and authorized signer along with Joyce Shanahan, City Manager, and Kelly McGuire, Finance Director, on behalf of the City of Ormond Beach, Florida for all banking accounts

SECTION TWO. A certified copy of this Resolution shall be provided to each such financial institution and that such certified copy shall fully authorize the said financial institutions to make the said changes in their business records as above set forth until further written notice by the City Commission of the City of Ormond Beach, Florida.

SECTION THREE. This Resolution shall take effect immediately on adoption and is retroactive to November 19, 2024.

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2024\12-03-24\24-214 Change Mayors name on bank account.doc

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-215
Strategic Goal:	Governance - Upgrade City Commission chambers technology		
Department:	Information Technology		
Subject:	Chambers Audio/Visual Replacement Equipment		

Summary:	This memo formally requests an addendum to the approved project, "2024-10, City Commission Chambers Audio and Visual Equipment Replacement/upgrade," as outlined in the previously accepted RFP response. During implementation of this project, staff identified several critical components needed to ensure the project scope will most successfully meet the strategic goal outlined by the City Commission through modernized equipment and capabilities in both audio and visual components.
	
	Reason for Change:
	• Standardizing Televic discussion systems in both the Chamber and Room #103 provides more efficient and cost-effective maintenance and support as well as consistent sound quality in multiple locations, further enhancing public access and participation.
	• Upgrading from Projectors to TV displays in the Chambers to provide high quality interactive and customization capabilities for both in-person and online public access.
	• Integrating room #103 with the adjacent conference room allows additional overflow to ensure both public and staff participation in Commission meetings and workshops.
	
	Scope of Change:
	• Speakers
	  ○ Chamber ceiling speakers (EVID-C6.2)
	  ○ Chamber lobby speakers (EVU-1082/95)
	  ○ Room #103 & finance conference room speakers (SAROS IC6T-W-T-EACH)
	• Microphones		

	○ Chamber handheld mics (ULXD2/SM87) ○ Chamber podium mic (ULXD8) ○ Chamber dais mic system (Confidea Flex) ○ Room #103 wireless handheld Mic (ULXD2/SM87)
Financial Impact:	The original contract price of $221,673.75 has an increase in project cost due to designed build changes to $240,308.10, a difference of $18,635.35. Funds for this project are included in the FY 2024-2025 budget within Fund 301 - General Capital Improvement Fund.
Citizen Impact:	Having well functioning and up-to-date equipment and technology in the City Commission Chambers and Conference Room 103 is beneficial to the City and citizens. Staff will have properly functioning equipment to effectively conduct and record meetings, and citizens will be able to better hear and watch the City Commission meetings, both in person and remotely.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of designed build option with IM Solution for an additional $18,635.35 for the replacement of the audio and new video equipment in the City Commission Chambers and Conference Room 103.
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031
Attachments:	1. 24-215 IM Solutions resolution (P24-0227G) 2. IM Solutions amendment to agreement P24-0227G) 3. Final imsolutions 24612401-241028 - COOB Plan Views and Elevation
Approval:	Kelly McGuire, Finance Director 11/25/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/25/2024 Joyce Shanahan, City Manager 11/27/2024

RESOLUTION NO. 2024-215

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND IM SOLUTIONS, INC. REGARDING THE CITY COMMISSION CHAMBERS AUDIO AND VIDEO EQUIPMENT REPLACEMENT PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-26, the City and IM Solutions, Inc. entered into an agreement, having an effective date of February 20, 2024, regarding the City Commission Chambers audio and video equipment replacement project, and

WHEREAS, the parties desire to amend said agreement for the limited purpose of revising the scope of work to include: standardizing Televic Discussion Systems in Chambers and Room 103; upgrading from projectors to TV displays in Chambers; and integrating Room 103 with Finance Conference Room for an additional cost of $18,634.35, more specifically described on the Proposal which is incorporated into the Amendment attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that funds for the additional have been appropriated to the General Capital Improvement Fund 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 Mayor and City Manager are hereby authorized and directed to execute an Amendment to Agreement with IM Solutions, Inc. regarding the City Commission

Chambers audio and video equipment replacement project for the revised scope of work in the amount of $18,634.35 and to pay the cost therefore from the General Capital Improvement Fund.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into by and between the **City of Ormond Beach, Florida** (hereinafter referred to as "City"), and **IM Solutions, Inc.**, (hereinafter referred to as "Contractor") for the purposes stated herein, as follows:

WHEREAS, the City and Contractor are parties to an Agreement dated February 20, 2024, and

WHEREAS, the City and Contractor desire to amend the subject Agreement for the limited purpose of revising the scope of work to include: standardizing Televic Discussion Systems in Chambers and Room 103; upgrading from projectors to TV displays in Chambers; and integrating Room 103 with Finance Conference Room for an additional cost of $18,634.35, more specifically described on the Proposal which is attached hereto as Exhibit C and incorporated herein by reference, now therefore,

Paragraph 3 of that certain Agreement between the City and Contractor is hereby amended to read as follows:

Consideration. Contractor shall provide the equipment and perform the services for an amount not to exceed $240,308.08 and as more specifically set forth on the attached Exhibit B and Exhibit C. Contractor shall be paid in accordance with the payment schedule set forth in this paragraph. 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.

a. $7,800.00 due upon Notice to Proceed for Design Engineering Phase
b. $116,254.04 (50% of construction cost) may be invoiced upon installation scheduling for Construction/Build Phase
c. $116,254.04 (balance) due after delivery and installation of the equipment and completion of the City's final acceptance inspection
d. Additional services beyond the scope of work and after the one-year service warranty require written authorization from the City and will be charged as follows: Service Technician $145.00/hour; Service Programming $180.00/hour. If the on-site visit is four (4) hours or greater, the labor rate will be discounted by $20.00 per hour. Contractor only charges for one-way drive for travel for each on-site visit (approximately 2-hour drive time).

All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED: _____, 2024

CITY OF ORMOND BEACH, FLORIDA

BY:_____
Jason Leslie, Mayor

ATTEST:_____
Joyce A. Shanahan, City Manager

DATED: _____, 2024.

IM SOLUTIONS, INC.

BY: _____
Name: _____
Title: _____

ATTEST: _____
Name: _____
Title: _____

imsolutions
Technology for Business Success

Client: City of Ormond Beach
Project: Chamber AV Upgrades

Current Date:	11/22/2024
Valid Through:	12/22/2024
Job Number:	24612401
System Designer:	TJS
Revision:	R01
Tax Rate:	0.00%

PO #202404 - AV Systems Design-Build Changes

BRAND	DESCRIPTION	PART #	QTY	EXTENDED
Chamber Audio				
House Sound System				
Shure	ULXD Wireless Hand Held Transmitter (All Black)	ULXD2/SM87	3	$ 2,044.80
Shure	Networked 4 Bay Charger for ULXD8	SBC450	1	$ 589.20
Shure	Networked 2 Bay Charger for ULXD2	SBC220	1	$ 284.40
Crown	4 x 600W 70V Four Channel Amplifier	CDi4x600	2	$ (4,080.00)
Crown	8 x 600 70V Four Channel Amplifier - Dante	DCi8x600DA	1	$ 5,763.60
Televic	40cm Gooseneck Microphone	D-MIC 40 SL	11	$ (1,709.40)
Televic	50cm Gooseneck Microphone	Mike PLM502F	11	$ 2,494.80
		Subtotal Chamber Audio		**$ 5,387.40**
Conference Room 103 Conference and Finance Rooms				
Audiotechnica	***1.9GHZ Wireless Microphone System:*** 12 Wireless Bases 12 18" Gooseneck Mics 1 Hand Held Wireless Microphone 2 Dante Wireless Access Points 3 4-Bay Charging Stations 1 2-Bay Charging Station		1	$ (18,872.95)
Televic	***Wireless Microphone System:*** 12 Wireless Bases 12 19.6" Gooseneck Mics 1 Dante Wireless Access Point 2 Charging Stations	Confidea Flex G4	1	$ 29,648.68
Shure	ULXD Receiver (Dante)	ULXD4	1	$ 946.80
Shure	ULXD Wireless Hand Held Transmitter (All Black)	ULXD2/SM87	1	$ 681.60
		Subtotal Conference Room 103 Conference and Finance Rooms		**$ 12,404.13**
Project Labor / Management & Shipping				
	Shipping		1	$ (257.18)
IMS	***Additional Installation and Commissioning Labor***		1	$ 1,100.00
		Subtotal Project Labor / Management & Shipping		**$ 842.82**
Total				
	Subtotal (Material and Labor)			**$ 18,891.53**
	Tax			**$ -**
	Shipping Subtotal			**$ (257.18)**
	Total			**$ 18,634.35**

Comments / Conditions

Any needed electrical for flat panel displays, rack,and other system elements to be provided and installed by City of Ormond Beach

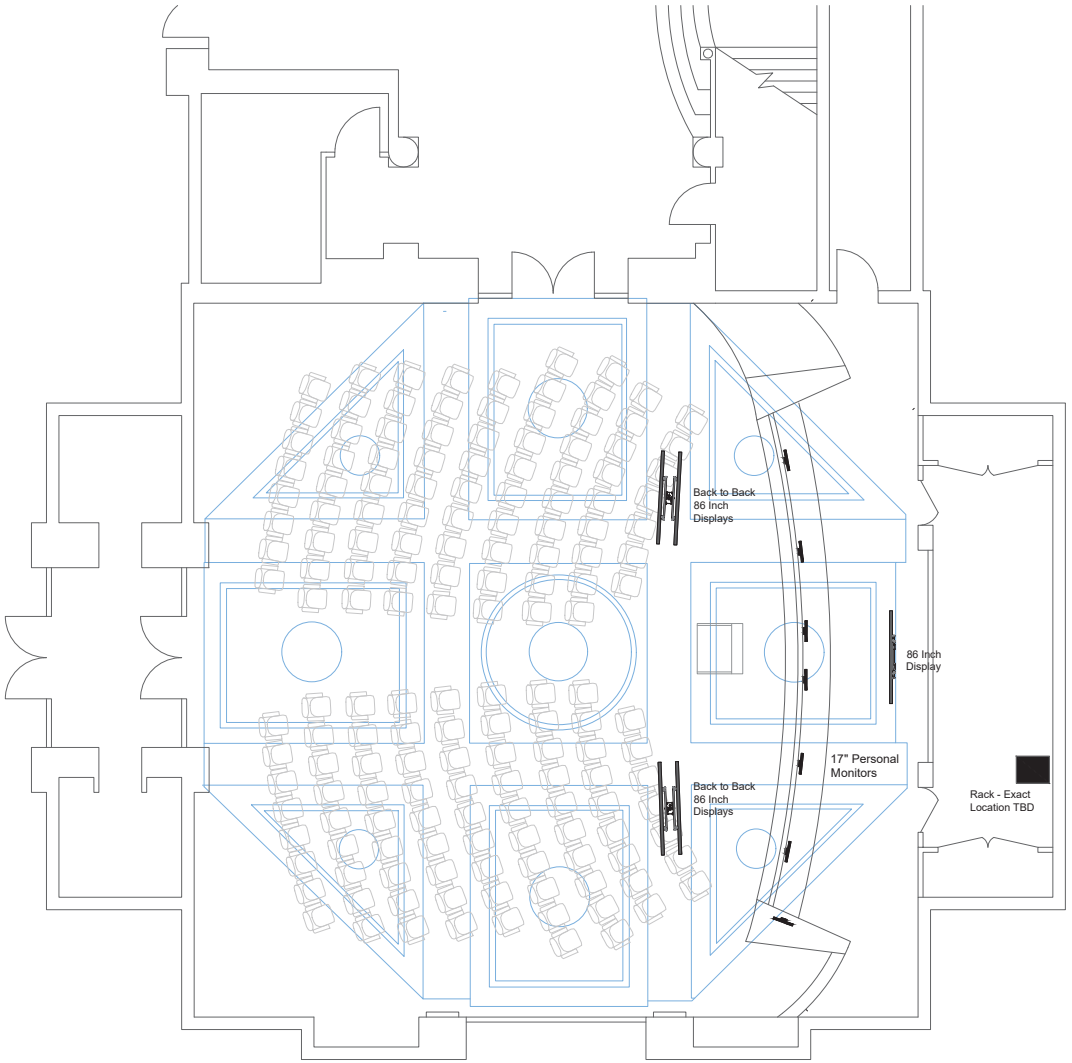
LAN connection (Link) between Chamber ,103 , and City LAN to be provided and installed by City of Ormond Beach

Any ceiling and / or wall repair and finishing to be provided by City of Ormond Beach

IMS always keeps a safe and clean working environment. We will do our best to keep all work areas clean of any construction debris. Professional cleaning services to be provided by owners.

Owner to remove, store, and reinstall any audience seats to provide a clear pathway and space for turning radius for two-man scissor lift.

Any LAN configuration to allow and optimize AV traffic to be provided by City of Ormond Beach



Chamber Video Floor Plan
Scale: $\frac{1}{4}$" = 1 Foot

City of Ormond Beach
Ormond Beach, FL.

City Hall Audio
Visual Upgrades

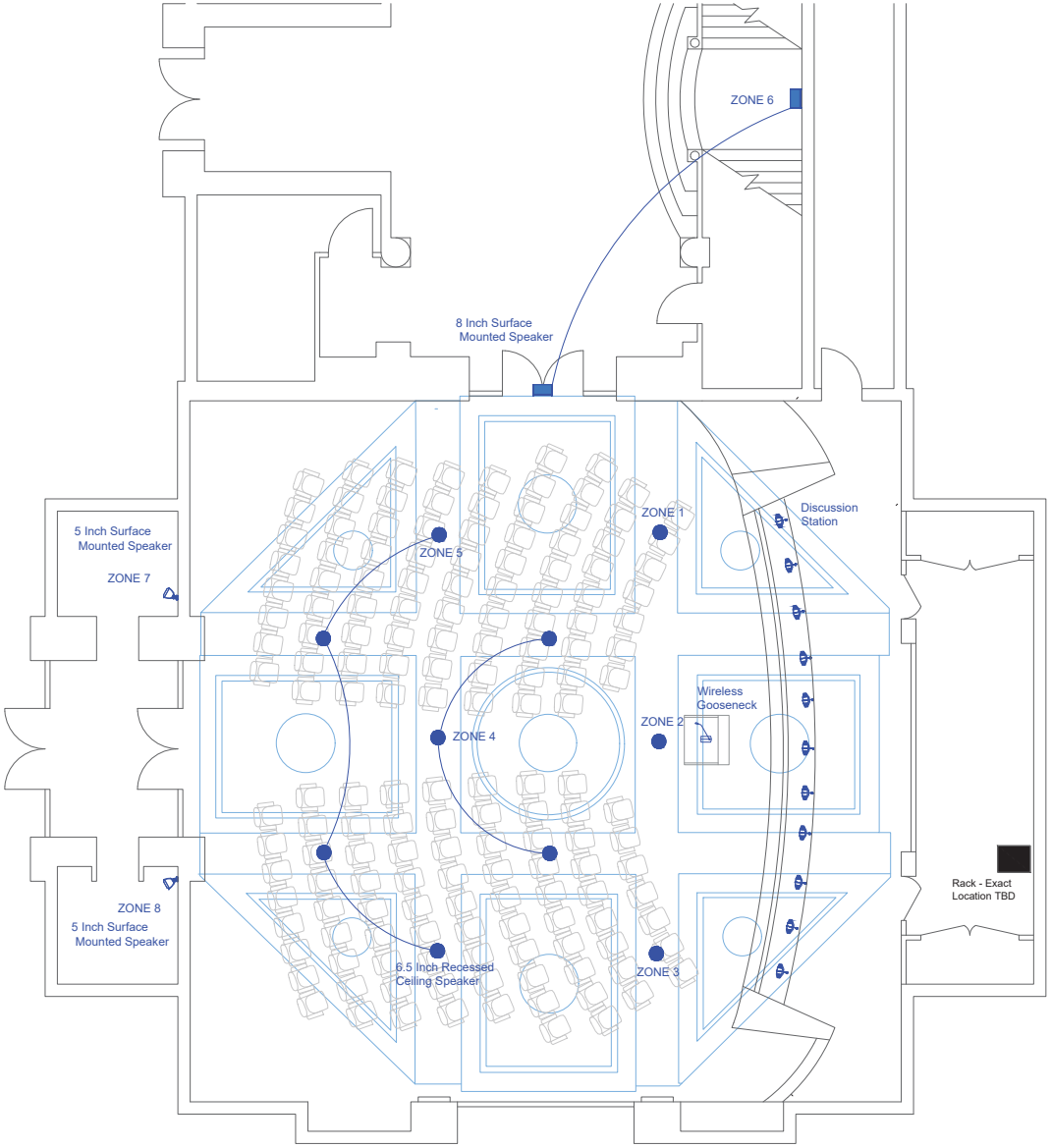
REVISIONS		
NO.	DATE	DESCRIPTION
1	7/03/24	90% Design

PE 58006

im solutions
2801 South Harbor City Blvd.
Melbourne,FL 32901
PH (321) 722-3522
FAX (321) 722-5822
im.solutions

Chamber
Video
Floor Plan

PROJECT:	DRAWING #:
24612401	AV102
DATE: 07/03/24	
DRAWN BY: TJS	



Chamber Audio Floor Plan
Scale: $\frac{1}{4}$" = 1 Foot

City of Ormond Beach
Ormond Beach, FL.

City Hall Audio
Visual Upgrades

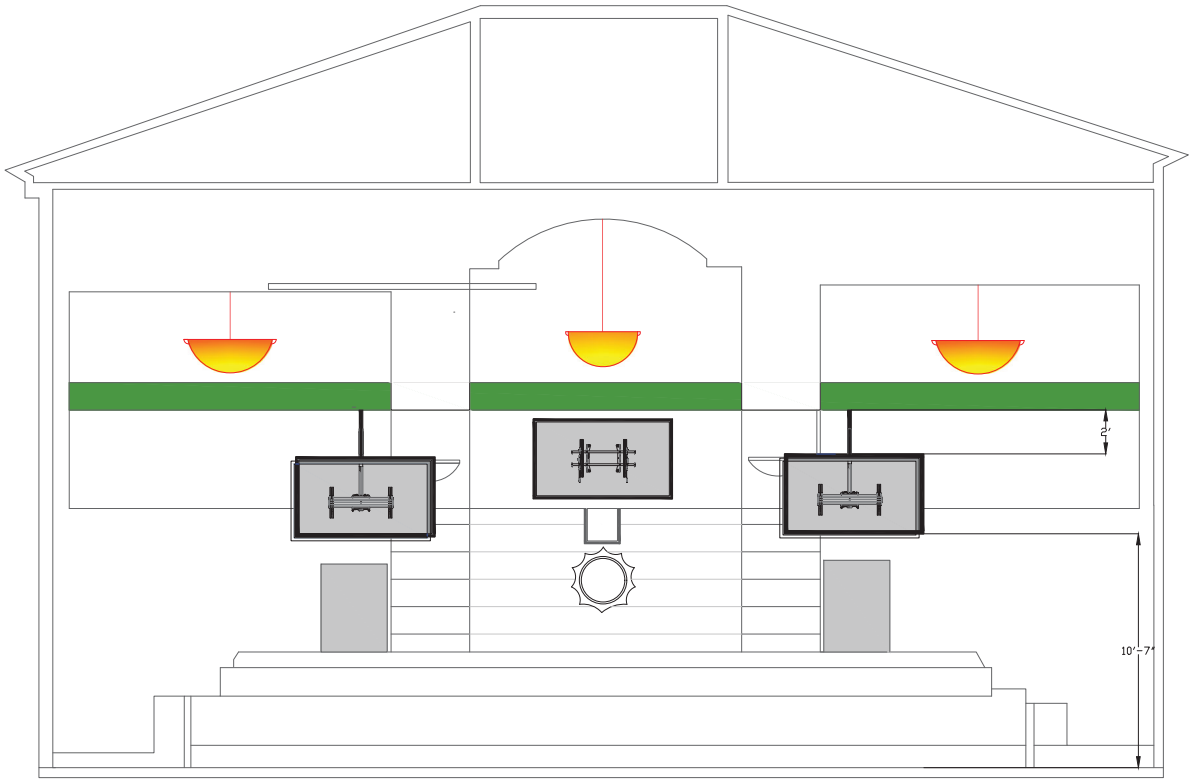
REVISIONS		
NO.	DATE	DESCRIPTION
1	7/03/24	90% Design

PE 58006

im solutions
2801 South Harbor City Blvd.
Melbourne,FL 32901
PH (321) 722-3522
FAX (321) 722-5822
im.solutions

Chamber
Audio
Floor Plan

PROJECT	DRAWING #
24612401	AV103
DATE: 07/03/24	
DRAWN BY: TJS	



Chamber Front Elevation
Scale: $\frac{3}{8}$" = 1 Foot

City of Ormond Beach
Ormond Beach, FL.

City Hall Audio
Visual Upgrades

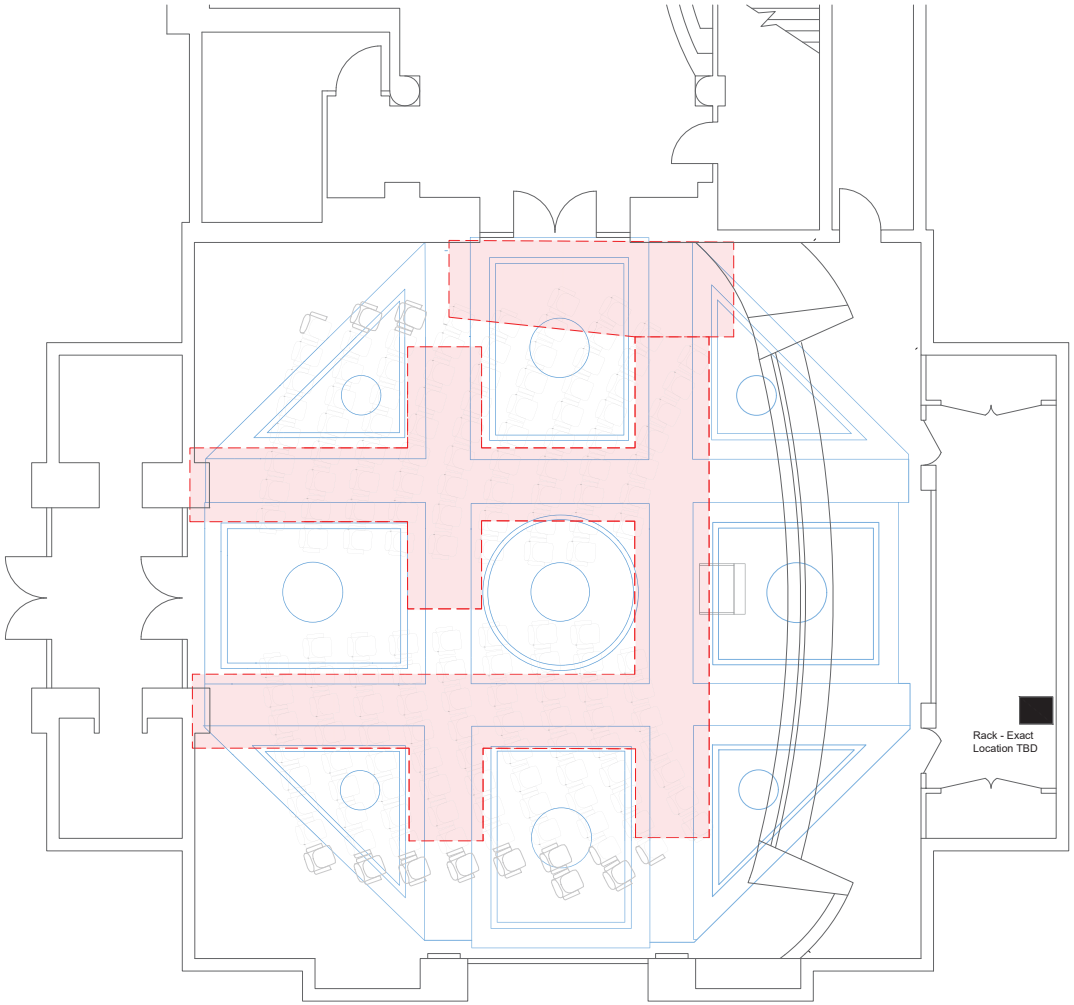
REVISIONS		
NO.	DATE	DESCRIPTION
1	7/03/24	90% Design

PE 58006

im solutions
2801 South Harbor City Blvd.
Melbourne,FL 32901
PH (321) 722-3522
FAX (321) 722-5822
im.solutions

Chamber
Front Elevation

PROJECT:	DRAWING #:
24612401	AV104
DATE: 08/21/24	
DRAWN BY: TJS	



Note: Seats even partially in the red area must be removed, pathways must be at least 5 feet wide, and run beyond the last row of seats

Note: Seats even partially in the red area must be removed, pathways must be at least 5 feet wide, and run beyond the last row of seats

Chamber Lift Pathway Plan View
Scale: $\frac{1}{4}$" = 1 Foot

City of Ormond Beach
Ormond Beach, FL.

City Hall Audio Visual Upgrades

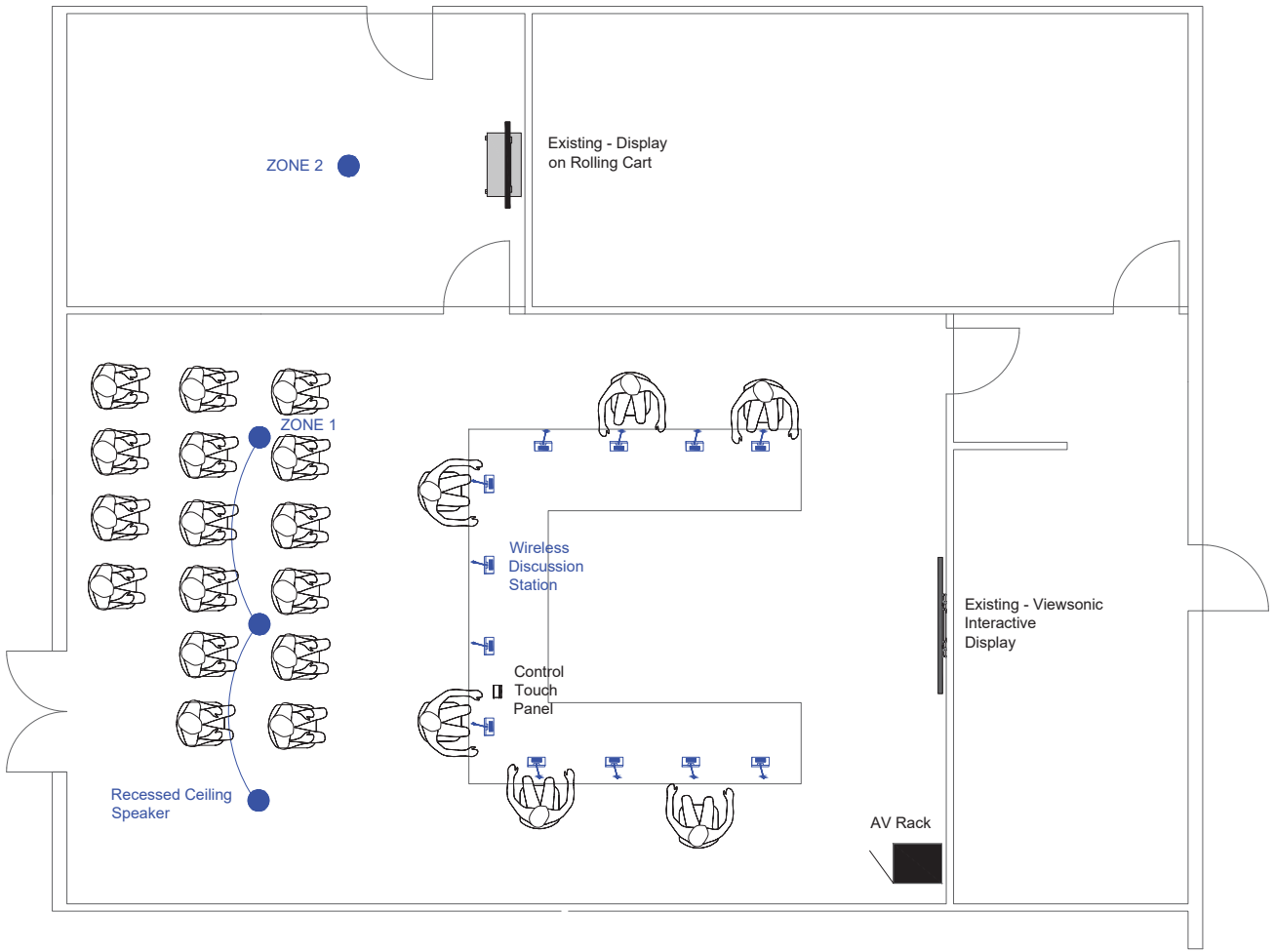
REVISIONS		
NO.	DATE	DESCRIPTION
1	7/03/24	90% Design

PE 58006

im solutions
2801 South Harbor City Blvd.
Melbourne,FL 32901
PH (321) 722-3522
FAX (321) 722-5822
im.solutions

Chamber Lift Pathway Plan View

PROJECT:	DRAWING #:
24612401	AV105
DATE: 09/25/24	
DRAWN BY: TJS	



Room 103 AV System Floor Plan
Scale: 3/16" = 1 Foot

City of Ormond Beach
Ormond Beach, FL.

City Hall Audio
Visual Upgrades

REVISIONS		
NO.	DATE	DESCRIPTION
1	7/03/24	90% Design

PE 58006

im solutions
2801 South Harbor City Blvd.
Melbourne,FL 32901
PH (321) 722-3522
FAX (321) 722-5822
im.solutions

Room 103
AV Floor Plan

PROJECT:	DRAWING #:
24612401	AV106
DATE: 09/25/24	
DRAWN BY: TJS	

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Economic Development - Other		
Department:	Economic Development		
Subject:	Auto Renewal - State Legislative Services		
Summary:	Legislative services are provided to the City Commission by Metz, Husband & Daughton, PA. They have worked with and advocated for the City on various legislative and governmental affairs issues, including but not limited to: 1. Worked with City staff, the Governor's Office along with Representative Tom Leek, Senator Travis Hutson and other members of the Volusia Delegation to work on the City's Legislative Priorities for the Fiscal Year (FY) 2023-2024. 2. Worked with the City Manager and staff to review and develop legislative priorities. 3. Worked closely with the Florida League of Cities on legislative issues. 4. Lobbied legislators in support of local government issues and in opposition to anti-local government issues. 5. Provided frequent and customized reports (weekly during Committee Weeks and Session). 6. Provided reports as needed via telephone and email on time-sensitive matters. 7. Promptly responded to City questions and requests.		
Financial Impact:	The fee for services for FY 2024-25 is $35,000 and has been included in the General Fund budget.		
Citizen Impact:	Continuing this contract provides the City with professional lobbying expertise to assist in acquiring funding for various projects that meet the goals and objectives of Ormond Beach citizens.		

Recommended Action (Staff, Advisory Board and/or Other):	This item serves as public notification of the intent to renew the contract, unless otherwise directed.	
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266	
Attachments:	1. RES NO 2021-183 Contract	
Approval:	Kelly McGuire, Finance Director	11/18/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	11/18/2024
	Joyce Shanahan, City Manager	11/20/2024

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 **Metz, Husband & Daughton, P.A.** ("Contractor"), a Florida corporation, 119 South Monroe Street, Suite 200, Tallahassee, Florida and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("State of Florida Legislative Lobbying Service", RFP No. 2021-20) dated September 1, 2021, attached hereto as Exhibit "A" and the Proposal dated September 21, 2021, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement will be for one (1) year and may be renewed for three (3) additional one-year terms upon mutual agreement of the parties thereto.

3. **Consideration.** Contractor shall perform the services at the prices set forth in the attached exhibits. The City shall pay to Metz, Husband & Daughton P.A., $35,000 annually, in quarterly installments of $8,750. 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 in the attached exhibits.

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) Contractor may terminate this agreement 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.

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

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

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

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

City of Ormond Beach	**Contractor**
Joyce Shanahan, City Manager	Douglas S. Bell
(copy to City Attorney)	Metz, Husband & Daughton, P.A.
22 South Beach Street	Post Office Box 10909
Ormond Beach, FL 32174	Tallahassee, Florida 32302

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 ACORD

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

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 (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

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 16 day of November, 2021.

Witnesses:

Wendy Hontz

Print Name: Wendy Hontz

Taylor

Print Name: Taylor Lochert

CITY OF ORMOND BEACH

By: Bill Partington

BILL PARTINGTON
Mayor

By:

JOYCE SHANAHAN
City Manager

\\ormondbeach\dfs\Dept\Legal\CASSIDI\Contracts\Economic Development\MHD - Legislative Lobbying Services - Contract Revised.docx

DATED this 10th day of November, 2021.

Witnesses:

Print Name: Darla Gale Marsters

Print Name: Abigail Rutledge

METZ, HUSBAND & DAUGHTON, P.A.

By:

Print Name: Douglas S. Bell

Title: Attorney

Attest:

Print Name: JAMES R. DAUGHTON, JR.

Title: Shareholder

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City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Sports Agreements		
Summary:	The City maintains the following sports agreements in order to offer quality youth sports programs. Ormond Beach Youth Baseball & Softball Association - City Commission approved Resolution No. 2011-86 authorizing execution of a second amended agreement. The agreement will auto-renew in Jan 2025. Terms of the agreement allow for automatic renewal each year for 1 additional year, unless either party provides written notice of termination at least 60 days prior to expiration of the existing term. Ormond Beach Youth Basketball Association, Inc. - City Commission approved Resolution No. 2011-85 authorizing the execution of a first amended lease agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement will auto-renew July 2025. The association provides a well-rounded youth basketball program that meets the needs of the community and meets all requirements of the agreement. Ormond Beach Youth Football and Cheerleading Association, Inc. - City Commission approved Resolution No. 2012-80 authorizing the execution of a first amended lease agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement will auto-renew June 2025. The association provides a well-rounded youth tackle football and cheerleading program that meets the needs of the community and all the requirements of the agreement. Ormond Beach Soccer Club, Inc. - City Commission approved Resolution No. 2017-185 authorizing the execution of a third amended agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement will auto-renew in Sept 2025. The Soccer		

	Club provides a well-rounded youth soccer program that meets the needs of the community and all the requirements of the agreement.
Financial Impact:	The automatic renewal of these agreements in FY 2024-25 will not result in any change to the existing budget.
Citizen Impact:	By renewing these agreements, residents have the opportunity to participate in quality youth sports programs.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to allow the automatic renewal of these sports agreements, unless otherwise directed.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. Baseball & Softball Agreement - Second Amended 2. Basketball Agreement - First Amended 3. Youth Football and Cheerleading, Pop Warner Agreement - First Amended 4. Soccer Agreement - Third Amended 5. Baseball Insurance Cert 6. Basketball Insurance Cert 7. Pop Warner Football Insurance Cert 8. Soccer Insurance Cert
Approval:	Kelly McGuire, Finance Director 11/6/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/18/2024 Joyce Shanahan, City Manager 11/20/2024

SECOND AMENDED
BASEBALL & SOFTBALL
FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASEBALL & SOFTBALL CORP.**, a non-profit corporation ("LESSEE" or "OBYBSC").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth baseball and softball programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. **RECITALS.**

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. **GENERAL COVENANTS.**

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational baseball and recreational softball programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive baseball and competitive softball programs. All funds inuring to the benefit of LESSEE for recreational baseball and softball programs are to be used exclusively to pay direct operating expenses of recreational youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive programs are to be used exclusively to pay direct operating expenses of competitive youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds for recreational and competitive baseball and softball shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds and accounts and current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for recreational baseball and softball programs and for competitive baseball and softball programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth baseball and softball programs with a reasonable notice.

The LESSEE shall provide well-rounded youth baseball and softball programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth baseball and softball programs, including directors, coaches, and umpires; shall establish and implement rules for the fair and effective operation of youth baseball and softball programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR, attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth baseball and

softball programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth baseball and softball programs.

3. **TERM.**

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow, including regular and post-season play. The initial period for regular season use shall be: spring baseball and softball February through May; fall baseball and softball August through October. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice, unless at least one-half (½) of the membership of the team's official roster is present and participating in such practice.

> **Nova Baseball Fields:** 440 North Nova Road, Ormond Beach, Florida, inclusive of Fields 1 through 5 and all parking areas, infield warm-up areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 p.m. until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.
>
> **Ormond Beach Sports Complex Baseball/Softball Fields:** 700 Hull Road, Ormond Beach, Florida, inclusive of the Kiwanis Fields, T-Ball Fields Machine Pitch Fields, Practice Fields, Softball Quad, Harry Wendelstedt Fields when not under lease with Harry Wendelstedt, Inc., parking areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season

for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

5. **MAINTENANCE.**

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. **IMPROVEMENTS.**

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding

such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. **EQUIPMENT, UNIFORMS AND STORAGE.**

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the youth baseball and softball programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

8. **UMPIRES.**

The LESSEE shall provide all umpires and/or officials for the baseball and softball games, and said umpires shall be compensated by the LESSEE.

9. **MONETARY CONSIDERATION.**

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR ($1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the baseball and softball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS ($2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its baseball and softball programs, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration

accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring baseball and softball will be payable within 30 days of registration ending date.

10. **FACILITY AND REGISTRATION FEES.**

Pursuant to **Section 15-14, Code of Ordinances,** as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of the youth baseball and softball programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. **YOUTH SPORTS GRANT.**

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS ($15.00) for each City of Ormond Beach resident participating in spring season recreational youth baseball and softball programs only, excluding fee-waived participants. These funds may be used to cover LESSEE'S operating expenses in providing recreational youth baseball and softball programs only in Ormond Beach (i.e., such as compensation for umpires, the purchase of sports equipment, team uniforms, etc.).

Any such annual sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the spring recreational baseball or softball program only. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date.

Any sports grant money that has not been used may be carried over to the next ensuing recreational baseball and softball seasons; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

12. **PROMOTIONAL MATERIAL.**

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. **CONCESSION STANDS.**

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.

B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stands.

C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.

D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.

E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.

F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.

G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

14. **ADVERTISEMENT.**

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

15. **INSURANCE.**

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution No. 2010-125** as same presently exists or may be hereafter amended.

16. **LIABILITY AND INDEMNIFICATION.**

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) **Payment On Behalf Of Lessor.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR'S legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) **Loss Control And Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability**. When registering participants, LESSEE agrees

to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

17. **SOVEREIGN IMMUNITY.**

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

18. **ASSIGNMENT.**

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

19. **COMPLETE AGREEMENT.**

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

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

DATED this 13th day of December, 2011.

WITNESSES:

Print name: Lois Towey

Print name: Sha Moss

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 31 day of DECEMBER, 2011.

Stephanie Campana
Print name: Stephanie Campana

Print name: _____

ORMOND BEACH YOUTH BASEBALL & SOFTBALL CORP.

By: Douglas K. Wigley
Print: DOUGLAS K. WIGLEY
Title: Commissioner

Attest: _____
By: _____
Print: _____
Title: _____

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Exhibit A

Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

Exhibit A

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

_____

Coach Signature **Date**

Coach Name (print): _____

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Exhibit A

Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

_____

Player Signature **Date**

Player Name (print): _____

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Exhibit A

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature **Date**

Parent Name (print): _____

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FIRST AMENDED

BASKETBALL FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASKETBALL ASSOCIATION, INC.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a recreational youth basketball program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services. All funds inuring to

the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a recreational youth basketball program in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(C)3 certificate to LESSOR no later than THIRTY (30) days after the end of LESSEE's fiscal year. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational youth basketball program with reasonable notice.

The LESSEE shall provide a well-rounded recreational youth basketball program; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a recreational youth basketball program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a recreational youth basketball program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide a recreational youth basketball program in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the recreational youth basketball program.

3. <u>TERM</u>.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall

be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. USE OF FACILITIES.

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow. The initial period for regular recreational season use shall be after November 1st and will end by February 14th. The facilities may also be used for post-season playoffs during the last two weeks in February. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any basketball court for any scheduled or unscheduled practice, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

> **Nova Community Center Gymnasium**, 440 North Nova Road, Ormond Beach, Florida, Monday through Friday, from 5:30 p.m. until 9:30 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m.
>
> **South Ormond Neighborhood Center Gymnasium**, 176 Division Avenue, Ormond Beach, Florida, Monday, Wednesday, and Friday, from 5:30 p.m. until 9:00 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m. (The outside basketball courts may be used on an occasional basis with the prior approval of the City's Director of Leisure Services or his designee.)

Requested facility scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that

unreasonably interferes with the scheduled use of the facilities by LESSEE.

Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the recreational youth basketball program. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be

conclusively presumed to be the property of LESSOR.

8. REFEREES.

The LESSEE shall provide all referees and/or officials for the basketball games, and said referees shall be compensated by the LESSEE.

9. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR ($1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the recreational basketball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS ($2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own recreational basketball programs, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment will be payable to LESSOR within 30 days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and

non-resident participants of the recreational youth basketball program. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS ($15.00) for each City of Ormond Beach resident participating in the winter season recreational youth basketball program, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing a youth recreational basketball program in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the recreational winter youth basketball program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date. Any sports grant money that has not been used may be carried over to the next ensuing winter recreational basketball season; however, any improper use of sports subsidy money shall be reimbursed to the City upon demand.

12. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior

written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and Resolution **No. 2010-125** as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless. The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) Payment On Behalf Of LESSOR. The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) Loss Control And Safety. Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety

measures are reasonably expected.

d) Release and Waiver from Liability. When registering participants, LESSEE agrees to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

18. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

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

DATED this 21st day of June, 2011.

CITY OF ORMOND BEACH

By: _____
ED KELLEY
Mayor

(SEAL)

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this 21 day of September, 2011

ORMOND BEACH YOUTH BASKETBALL ASSOCIATION, INC.

By: _____
Print: John Scotti
Title: _____

Attest: _____
Print: SYLVIA FROST
Title: OFFICE MANAGER

Exhibit A

Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

Exhibit A

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

_____

Coach Signature **Date**

Coach Name (print): _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

_____

Player Signature **Date**

Player Name (print): _____

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Exhibit A

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

_____

Parent Signature **Date**

Parent Name (print): _____

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FIRST AMENDED

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.** a Florida non-profit 501(C)(3) corporation ("LESSEE" or "OBYFCA").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreation programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated herein below for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a youth football and cheerleading program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services. All funds inuring to the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a youth football and cheerleading program in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any such unused or surplus funds for the program shall be returned to the LESSOR. The LESSEE shall provide to LESSOR a financial accounting statement of all funds or accounts pertaining to the youth football and cheerleading program, together with a current non-profit certificate verifying the active status of LESSEE, no later than THIRTY (30) days after the end of LESSEE'S fiscal year. THE LESSOR shall have the right, upon reasonable notice to LESSEE, to examine and photocopy any and all records relative to the operation of the youth football and cheerleading program.

The LESSEE shall provide a well-rounded youth football and cheerleading program with participant registration dates to be no earlier than March 1st each year and which shall include a minimum of 51% City of Ormond Beach residents in youth football and in cheerleading; shall comply with all federal, state, and

local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a youth football and cheerleading program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a youth football and cheerleading program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as "Exhibit A" and shall provide annual written verification that they are in compliance. In addition, all officers, directors, board members, managers, coaches, volunteers, etc., shall undergo annual background checks at LESSEE'S or individual's expense. LESSEE shall provide annual written verification that this stipulation has been met.

The LESSOR shall pay all expenses for the provision of electricity and water/sewer at all facilities; shall oversee LESSEE in its endeavor to provide youth football and cheerleading programs in Ormond Beach; but shall not maintain or exercise any direct control over the operation of the youth football and cheerleading programs.

3. TERM.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the

termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. USE OF FACILITIES.

The LESSEE shall have the non-exclusive right and privilege of using facilities as described herein below.

> **Ormond Beach Sports Complex**: 700 Hull Road, Ormond Beach, Florida. The said facilities shall be the OBSC Championship Field #7 and its concession stand for jamboree, five home dates and up to 2 playoff game dates if applicable.
>
> **Ormond Beach Middle School**: 151 Domicilio Avenue, Ormond Beach, Florida. Use of the OBMS athletic multi/purpose field for the football and cheerleading season for practices shall be allowed through an Interlocal Agreement between the City of Ormond Beach and the Volusia County School Board.

The period for regular season use, including jamboree and up to five home dates, and up to 2 playoff dates, if applicable shall be from August 1 through their playoff games usually ending October 31. LESSEE shall, at least three weeks prior to the beginning of each season, coordinate with LESSOR'S Leisure Services Director a schedule for games and dates. Since there is more than one football/cheerleading organization in Ormond Beach, when scheduling game dates LESSEE must coordinate with the LESSOR and other organization (Ormond Beach Pride, Inc.) for the betterment of the programs. Notice shall be given by Lessee as soon as possible but no later than the end of the last day of the regular season to Lessor as to whether Championship Field #7 will be used for playoff games and if so, the number of dates that will be played, said number not to exceed 2 without prior

approval from LESSOR. Thereafter, the facilities may be used for like periods upon renewal of this Agreement.

In the event one or more of LESSEE'S youth football teams make the playoffs, LESSOR will attempt to make available lighted field/fields for the purpose of allowing the team/teams to practice for the playoff dates. It is understood that the OBSC Championship Field #7 will not be used for those practices.

Field lights shall not be used after 11:00 p.m. except to conclude a game already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by Lessee. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the field or termination of the Agreement.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of the facilities. The LESSEE shall not perform any maintenance or repair of the field without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the concession stand, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide and store all equipment and uniforms at its own expense for all participants of the youth football and cheerleading programs.

8. REFEREES.

The LESSEE shall provide all referees for the football games, and said referees shall be compensated by the LESSEE.

9. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR ($1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the youth football and cheerleading program for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS ($2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee

surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its youth football and cheerleading program, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant that would otherwise be retained by LESSOR will be eliminated. Further, the LESSEE shall collect all registration fees including a city-imposed facility fee per participant and a city-imposed non-resident surcharge fee per non-resident in accordance with the LESSOR'S rules and regulations. At the close of registration, the LESSEE will provide registration accounting data to LESSOR, and LESSOR will provide an invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge fee. LESSEE shall remit payment to LESSOR within thirty (30) days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances,** as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth sports programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge fee to non-resident participants and a facility fee to all participants per current fee resolution.

11. CONCESSION STAND.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed. At no time shall any alcoholic beverages be served and no tobacco products sold.

B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stand.

C) The LESSEE can enter into for short term utilization of the concession stand by another organization only with the permission of the LESSOR, if the organization provides liability insurance, and only upon a form approved by the LESSOR. It is understood that LESSEE cannot enter into a sub-lease or any other agreement that would transfer its obligation under this agreement to operate the concession stand other than for brief periods not to exceed 3 days.

D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation and repair of the concession stand equipment.

E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.

F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stand.

G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stand.

12. ADVERTISEMENT.

No one shall be permitted to display any permanent advertisement at the facilities without the prior written approval of the City's Director of Leisure Services, or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

13. PROMOTIONAL MATERIAL

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable liability insurance in accordance with **Section 2-315, Code of Ordinances** and Resolution No. 2011-116 as same presently exists or may be hereafter amended. If the OBYFCA enters into a short-term arrangement with a third party for the utilization of the concession stand, the third party is required to provide applicable insurance in accordance with Section 2-315, Code of Ordinances as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless. The LESSEE shall hold harmless and indemnify LESSOR (including its agents, employees, and officials, both elected and appointed) from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising

out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) Payment On Behalf Of Lessor. The LESSEE shall pay on behalf of the LESSOR, all attorneys fees and costs of LESSOR'S legal defense (through and including any and all appeals), as may be selected by LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) Loss Control and Safety. Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) Release and Waiver of Liability. When registering participants, LESSEE shall obtain a release and waiver of liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of

its privilege to use the concession stand, without the prior written consent of the City Commission.

18. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

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

DATED this 5th day of June, 2012.

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY, Mayor

(SEAL)

Attest: Joyce Shanahan
JOYCE SHANAHAN, City Manager

Attest:

Joshua Fruecht
JOSHUA FRUECHT
City Clerk

DATED this ___ day of _____, 2012.

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

By: Mike S. Mitchener
Print: Mike S. Mitchener
Title: OBYFCA CHAIR

Attest:

By: _____
Print: _____
Title: _____

Conduct Policy – Exhibit "A"

Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

_____

Coach Signature **Date**

Coach Print Name: _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature **Date**

Player Name (print): _____

© National Alliance for Youth Sports

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

_____

Parent Signature **Date**

Parent Name (print): _____

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THIRD AMENDED
SOCCER FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **City of Ormond Beach**, a Florida municipal corporation ("LESSOR") and **Ormond Beach Soccer Club, Inc.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth soccer programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational soccer programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive soccer programs. All funds inuring to the benefit of LESSEE for recreational soccer programs are to be used exclusively to pay direct operating expenses of recreational youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive soccer programs are to be used exclusively to pay direct operating expenses of competitive youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated, any unused or surplus funds for recreational and competitive soccer shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for the recreational soccer programs and for the competitive soccer programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth soccer programs with reasonable notice.

The LESSEE shall provide well-rounded youth soccer programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth soccer programs, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of youth soccer programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they

are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth soccer programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth soccer programs.

3. THIRD PARTY VENDORS.

The LESSEE may, at its expense, contract with third-party vendors for the purpose of:

1. Assisting the LESSEE in the organization and operation of its annual tournament.
2. Providing referee services.
3. Coaching competitive teams, provided such coaches are independent contractors.
4. Providing coaching education services to all coaches of LESSEE.
5. Providing administrative services for the LESSEE'S competitive program, including activities related to the compliance with any and all rules and regulations of the LESSEE'S state and national association (e.g., Florida Youth Soccer Association and United States Youth Soccer Association), activities related to the competitive league in which the LESSEE'S team are entered, and activities related to coaching initiatives or a curriculum for soccer instruction that may be implemented by the LESSEE'S state or national association.
6. Assisting LESSEE in the operation of clinics and camps organized and run by the LESSEE, and as may be approved by the City pursuant to the terms of this Lease. Any vendors engaged by the LESSEE must provide adequate proof of insurance, must adhere to any and all rules and regulations imposed by the City related to the use of the soccer

fields, and must ensure that all personnel that may be working directly with youth players to first pass a background check as required by and performed by the LESSEE'S state association.

4. TERM.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

5. USE OF FACILITIES.

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described herein below, including regular and post-season play. The initial period for recreational program use shall be: spring recreational soccer – **Mid-February through May 31st**; fall recreational soccer – **August 15th through November 30th**; competitive soccer – length of season will be mutually agreed upon by LESSOR and LESSEE. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice which requires the use of lights, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

Ormond Beach Sports Complex Soccer Fields: 700 Hull Road, Ormond Beach, Florida, inclusive of Soccer Fields 1 through 6 and 8 through 10, concession stand, bathroom facilities, and parking areas, as follows:

Monday through Friday:
From 3:00 p.m. until close of games or practices
All pre-scheduled Saturday and Sunday activities

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

6. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The

LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

7. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

8. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of youth soccer programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

9. REFEREES.

The LESSEE shall provide referees and or officials for all soccer games, and said referees shall be compensated by the LESSEE.

10. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR AND NO CENTS ($1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the soccer programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS ($2.50) for each

registrant and any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own soccer programs, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring recreational soccer and for fall recreational soccer will be payable within 30 days of registration ending date. Payment for competitive soccer and for any additional late registered competitive players will be payable within 30 days of registration ending date.

11. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth soccer programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee per registrant per current fee resolution. The LESSEE shall collect all registration fees and shall retain the proceeds less the facilities fee collected, and any established surcharge for each non-resident registrant.

12. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City

Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS ($15.00) for each City of Ormond Beach resident participating in fall season youth recreational soccer programs only, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing recreational youth soccer programs only in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the fall youth recreational soccer program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date; but if feasible, may be shown as a deduction in the invoice provided to the LESSEE for payment of facility fee and nonresident surcharge fees. Any sports grant money that has not been used may be carried over to the next ensuing recreational soccer season; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

13. **PROMOTIONAL MATERIAL.**

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

14. **CONCESSION STANDS.**

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.

B) The LESSEE shall provide trained personnel who must

comply with all health department regulations to operate and maintain the concession stands.

C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.

D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.

E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.

F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.

G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

15. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

16. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution 2011-116**, as same presently exists or may be hereafter amended.

17. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) **Payment On Behalf of LESSOR.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) **Loss Control and Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE agrees to obtain a release from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

18. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

19. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

20. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

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

DATED this 9 day of SEPTEMBER, 2017.

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 27th day of November, 2017.

ORMOND BEACH YOUTH SOCCER CLUB, INC.

By: Robert T. Bowling
Print Name: ROBERT T. BOWLING
Title: President

Attest: Hunter Dorman
Print Name: Hunter Dorman
Title: F.R.P.

ACORD

ORMON99

OP ID: WK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RPS Bollinger Sports & Leisure PO Box 1322 Morristown, NJ 07960 Will Krousis	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Ormond Beach Youth Baseball & Softball Assoc. 32 Indian Springs Drive Ormond Beach, FL 32174	INSURER A: *Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		3602AH012006-3	02/13/2024	02/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sex Abuse	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Accident Insurance Full Excess			4102AH284579-18	02/13/2024	02/13/2025	Med Max: Ded:	25,000 100

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

Certificate holder is included as an additional insured. Coverage is provided under these policies only for sponsored/supervised activities of the named insured for which a premium has been paid.

CERTIFICATE HOLDER

ORMOND1

City of Ormond Beach
22 S. Beach St.
Ormond Beach, 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

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mass Merchandising Underwriting
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ormond Beach Youth Basketball Association 37 Grey Dapple Way Ormond Beach, FL 32174 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** U00057010 **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	X		6BRPG0000007893500	02/03/2024 12:01 AM EDT	02/03/2025 12:01 AM	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS – COMP/OP AGG	$1,000,000
	OTHER:						PROFESSIONAL LIABILITY	$1,000,000
							Legal Liability to Participants	$1,000,000
A	AUTOMOBILE LIABILITY			6BRPG0000007893500	02/03/2024 12:01 AM EDT	02/03/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	
	X Not provided while in Hawaii.HAWAII							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007893500	02/03/2024 12:01 AM EDT	02/03/2025 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Basketball Age(s): 12 & Under, 13-15
The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Ormond Beach
22 S. Beach St
Ormond Beach, Florida 32174
Owner/Manager/Lessor of Premises

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

Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2024

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

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

PRODUCER Sadler Insurance, div of Specialty Program Group, LLC 180 River Road, 2nd Floor , Summit, NJ, 07901	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-622-7370 **FAX (A/C No):** 803-256-4017 **E-MAIL ADDRESS:** sport7@sadlerco.com **PRODUCER CUSTOMER ID :**
INSURED Sports Marketing Program Management Inc. OBYFCA Ormond Beach Youth Football and Cheerleaders Association, Inc. Pop Warner 700 Hull Rd Ormond Beach, FL, 32174	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accelerant Specialty Insurance Company — 16890 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** A-SP-SU-24-05-09-305395_E1 **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	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC	Y	N	S0019GL000001-03	07/07/2024	07/07/2025	EACH OCCURRENCE	$ 1,000,000.00
							FIRE DAMAGE TO PREMISES RENTED (Any one premises)	$ 300,000.00
							MED EXP (any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 3,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] HIRED AUTOS [ ] ALL OWNED AUTOS [ ] NON-OWNED AUTOS [ ] SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**OTHER** Abuse/Molestation	Y	N	S0019GL000001-03	07/07/2024	07/07/2025	Each Occurrence: $ 1,000,000.00	Aggregate: $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Endorsed Date :Jul 15 2024 12:00AM EST
Liability Policy Deductible: $0.00 Deductible for Bodily Injury and $ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

City of Ormond Beach
22 S. Beach Street
Ormond Beach, 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

Mark Di Perno

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2024

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

PRODUCER	CONTACT NAME:	
LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401	PHONE (A/C, No, Ext): 612-345-9683 · FAX (A/C, No): E-MAIL ADDRESS: certificates@playershealth.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest National Insurance Company	10120
	INSURER B : US Fire Insurance Company	21113
	INSURER C : Everst National Insurance Company	10120
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED: Florida Youth Soccer Association, 2828 Lake Myrtle Park Rd, Auburndale FL 33823

COVERAGES **CERTIFICATE NUMBER:** 122973 **REVISION NUMBER:** 3

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: X POLICY PRO-JECT LOC OTHER:	Y		SI8ML02328-241	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			SI8ML02328-241	8/1/2024	8/1/2025	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 $ 0			SI8EX01394-241	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Accident Medical			US2147710	8/1/2024	8/1/2025	PER INJURY LIMIT	$ 50,000

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

Certificates are issued for the operations of the Florida Youth Soccer Association, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate Holders, its members, officials, officers, employees and agents are included as additional insured with respect to general liability as required by direct written contract. Sexual Abuse & Molestation Limits: $1,000,000 per occurrence/$2,000,000 aggregate. This certificate is issued on behalf of: Ormond Beach Soccer Club

CERTIFICATE HOLDER

City of Ormond Beach
399 NUS1
Ormond Beach 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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City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Yellowstone Athletic Fields Maintenance		
Summary:	This is notification of staff's intent to allow the Yellowstone Landscape, LLC (Yellowstone) agreement for athletic fields maintenance services agreement to auto-renew for 1 additional year. The City Commission, on March 17, 2015, authorized through Resolution No. 2015-79 an athletic field maintenance contract with Yellowstone for an initial 3-year term, which automatically renews for additional 1 year periods each year, unless either party provides at least 90 days prior written notice to the other party of their intent not to renew the contract. This will be the 7th year the contract has been allowed to auto-renew. Scope of work includes services to 71 acres of athletic turf. Which comprises of (8) baseball fields, (7) softball fields, (4) t-ball fields and (14) multi-use football/soccer fields. This includes mowing each field 3X per week, irrigation repairs, parts & maintenance, winter over-seeding, aerification, fertilization, pest control, weed control, vertical mowing, top-dressing and trash/debris pickup. Yellowstone Landscape, LLC, provides high quality work in performing the athletic field maintenance services for the City. Yellowstone is proactive when providing services, is responsive to concerns, and is willing to take on new projects.		
Financial Impact:	The current cost for these services is $665,600.35 and is included in the FY 2024-25 General Fund budget. Staff performs ongoing due diligence to assure that we are receiving top value for this contract. As long as our athletic field maintenance contract is below or at market valve and we continue to receive top notch services, staff intends to		

	allow the contract to auto-renew unless otherwise directed by the City Commission.
Citizen Impact:	The renewal of the athletic field maintenance contract ensures residents have well-maintained athletic surfaces to use and continue to enjoy.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the auto renewal of the Yellowstone Landscape Athletic Field Maintenance Service Agreement for an additional 1-year period effective April 1, 2025, unless otherwise directed by the City Commission.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. Austin Outdoor (Yellowstone) Athletic Field Contract (1) 2. Exhibit A and B Document (2) 3. Current state of contract addendum
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

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 **Austin Outdoor, LLC** ("Contractor"), 3235 North State Street, Bunnell, FL 32110, 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 dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

3. **Consideration.**

   A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.

   B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of $89,875.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of $7,489.58. In the event the Agreement is terminated within the first year, Contractor shall immediately pay City the balance owed for the equipment ($7,489.58 x the number of months remaining in the first year of the Agreement). The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B".

   C. Upon termination of the Agreement, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.

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

5. **Termination of Agreement.**

(a) If the Contractor fails to perform the conditions of the Agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the Agreement. Termination or cancellation of the Agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the Agreement without cause with a forty-five (45) calendar day written notice.

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.

(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(s) 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	**Contractor**
Joyce Shanahan, City Manager	Austin Outdoor, LLC
(copy to City Attorney)	Barry Critcher, Business Development Mgr.
22 South Beach Street	3235 North State Street
Ormond Beach, FL 32174	Bunnell, FL 32110

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 the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9

(Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

(e) 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 provide 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 ACORD 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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 Agreement to termination for cause by the City.

23. **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 17th day of March, 2015.

Witnesses:

Print Name:

Print Name:

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

By:
JOYCE SHANAHAN
City Manager

S:\Legal\CINDY\Contracts\Austin Outdoor (athletic field P15-0043G).docx

DATED this 27th day of March, 2015.

Witnesses:

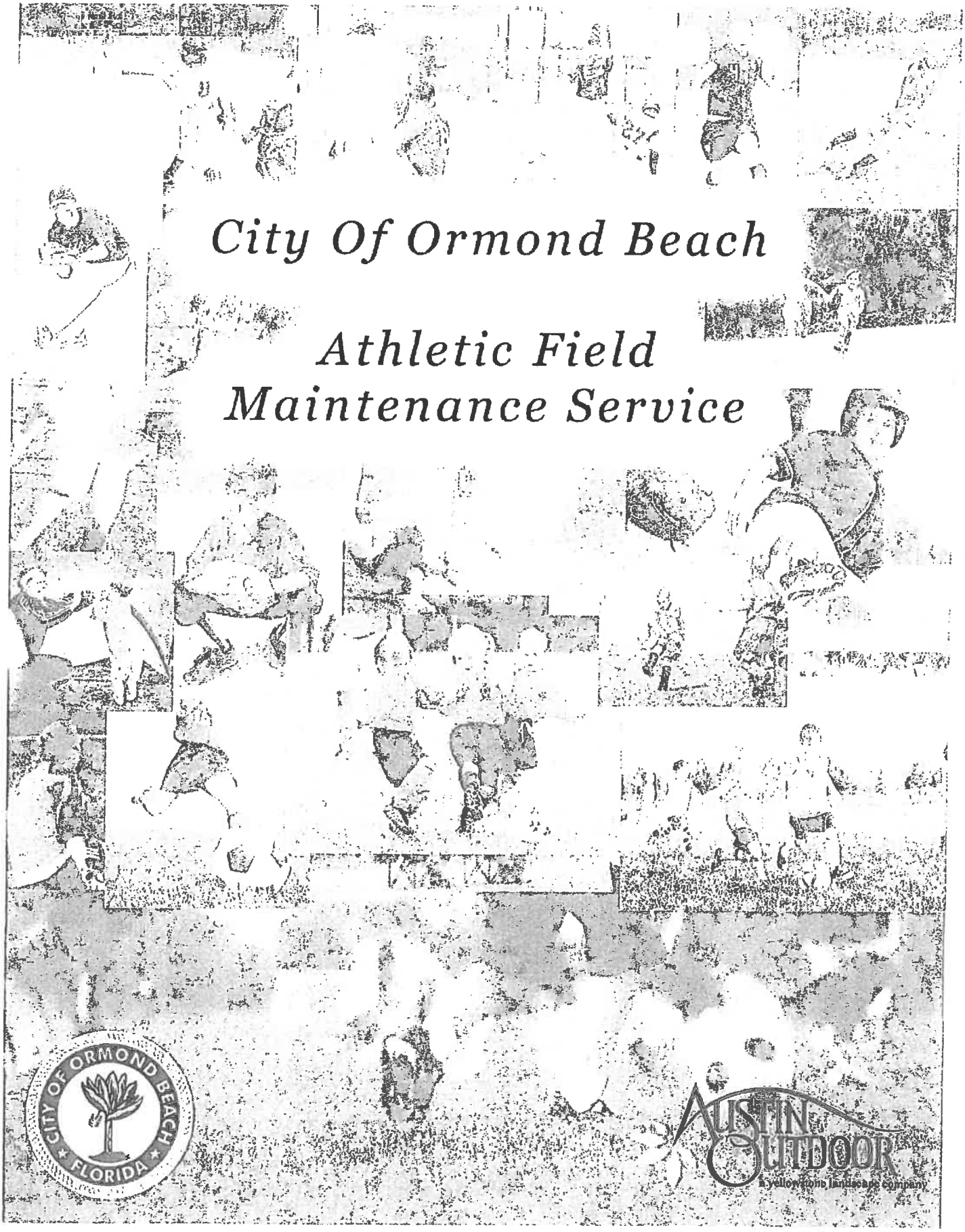
Lisa Hall
Print Name: Lisa Hall

Print Name: Christina Franzen

AUSTIN OUTDOOR, LLC

By:
Print Name: William M. Dellecker
Title: President

Attest:
Print Name: BARRY CRITCHER
Title: BUSINESS DEVELOPMENT MGR



City Of Ormond Beach

Athletic Field Maintenance Service

CITY OF ORMOND BEACH ★ FLORIDA ★

AUSTIN OUTDOOR
a yellowstone landscape company



Proposal

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

ORIGINAL

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Athletic Field Maintenance Service**

BID NUMBER: **2014-15**

BID OPENING DATE & TIME: **June 12, 2014 at 10:00 A.M.**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **May 29, 2014 at 2:00 P.M. - Mandatory**

PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

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

BIDDER'S NAME: Austin Outdoor, LLC.

BIDDER'S MAILING ADDRESS: 3235 North State Street

CITY-STATE-ZIP: Bunnell, Florida

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-6072

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Barry Critcher
NAME (TYPED)

Business Development Manager
TITLE

06/12/14
DATED

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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.

JESSICA LUNSFORD ACT COMPLIANCE: Bidder will be responsible for compliance with Section 1012.465, Florida Statutes (Jessica Lunsford Act).

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 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of Onvia 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 Onvia 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 One Hundred and Twenty (120) 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.) shall appear in the space(s) provided.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) 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.

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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 there under are not assignable except with the prior written approval of the City Manager or City Commissioner, whoever 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.

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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 Agreement to termination for cause by the City.

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.

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

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).

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Athletic Field Maintenance Service
Bid No. 2014-15

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School (Jessica Lunsford Act compliance required).

SCHEDULE OF BID:

May 11, 2014	Legal Advertisement
May 29, 2014	**Mandatory** Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.
June 12, 2014	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of **three (3) years** starting on the commencement date and will be automatically renewed for additional **one (1) year periods** unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms. Commencement date is planned to coincide with the start of the City's next fiscal year on October 1, 2014.

BID DELIVERY: Submit **one (1) signed and unbound original** Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 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 questions regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, paul.macdonald@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 proposals.

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.

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BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any 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. This proof of insurance will be required prior to commencement of any **on-site** work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

City Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to turf grass by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

Supervision - the act, process, or function of supervising.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

SCOPE OF WORK AND SPECIFICATIONS – BASE BID ITEMS:

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School.

The proposed contractor will be responsible to maintain and properly care for approximately 71 acres of Bermuda grass. The Contractor shall assume all responsibility for mowing, edging, general clean up, fertilization and pest/fungal/weed control applications to keep the Bermuda sod healthy.

This written scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide Bermuda grass that is at all times attractive and uniformly manicured, which will reflect favorably upon the City and the Contractor.

BERMUDA GRASS MAINTENANCE

1. Ormond Beach Sports Complex – 56 Acres
2. Nova Community Park – 10 Acres
3. South Ormond Neighborhood Center – 2 Acres
4. Ormond Beach Middle School – 3 Acres (Jessica Lunsford Act compliance required)

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Mowing: All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". The contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings. The contractor will not be allowed to mow when the field is saturated, or the grass is too wet for proper distribution of cuttings. Mowing directions shall be alternated in different directions after each cycle mow. Contractor will be responsible for removing all litter and debris from all Bermuda grass areas prior to each mowing to prevent the scattering of foreign material on the playing surface. Contractor will be responsible for moving any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing, and for replacing those moved objects when mowing the area is completed.

March through October: All Bermuda grass shall be mowed three (3) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

November through February: All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

Edging: All Bermuda grass adjacent to paved surfaces, sidewalks, landscape beds and/ or tree ring shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line and prevent encroachment. Edging shall occur with every mowing.

Clean up: All excessive grass trimmings and clippings will be collected and removed. All sidewalks will be blown off in order to remove all debris generated during the performance of the contract.

Any damage caused by the above maintenance activities (including the irrigation system), shall be repaired by the contractor at no additional cost to the City

Fertilization, Pest and Weed Control: The contractor will be responsible to apply fertilizer, insecticides, and herbicides to ensure the Bermuda grass is healthy, pest and weed free at all times. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The contractor shall be responsible for any damages caused by its spraying or broadcasting.

All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

The contractor shall provide the City Representitive with all product MSDS sheets prior to applications. The contractor shall provide a written schedule for staff approval. One approval is granted, the contractor shall provide (24) hour advance notice of their intent to start applications. Signs must be posted after each application identifying the chemicals applied.

Late February or Early March: 15-0-15 50% slow release with 1% Ronstar
60 Days after 1st application: 15-0-15 50% slow release with 1% Ronstar
May: Chipco Choice Slit injection for Mole Crickets
June: 15-0-15
August or September: 15-0-15 50% slow release with 1% Ronstar

November or December: Blue Tag Winter Rye overseeding (Alternate Bid Item)
December: 15-0-15

AS REQUIRED:

21-0-0, 0-0-62, 6-2-0 Milorganite, Limestone

Herbicides: Q-4, Sencor, Revolver, Speedzone Southern, Certainty

Insecticides: CrossCheck (Bifenthrin), Seven, Advion,

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

SCOPE OF WORK AND SPECIFICATIONS – ALTERNATE BID ITEMS:

IRRIGATION MAINTENANCE

The contractor shall be fully responsible to operate, maintain and adjust the run times of the irrigation controllers to ensure proper watering of all Bermuda grass. The contractor shall be responsible to maintain the entire irrigation system after the pump, backflow or curb stop and after the service panel.

Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The contractor shall run every irrigation zone valve twice per month to evaluate each zone for required repair. All repairs shall be made by utilizing the same manufacturer unless otherwise approved by the City. The contractor shall be required to make all repairs within a 24 hour period. Any form of damage to the irrigation system must be reported to the City Representative immediately upon discovery. The contractor will be responsible to document all materials and labor hours required to operate and maintain the irrigation systems.

OVERSEEDING TURF

The Contractor shall over seed all Bermuda grass a minimum of one (1X) time per year, starting in November or December, as approved by the City Representative with Blue Tag Winter Rye. Spread Winter Rye seed at a minimum rate of one (1) LB per thousand feet, spread in both directions to provide uniform coverage.

CORE AERATION /SPIKING OF TURF

The contractor shall core aerate the Bermuda grass a minimum of two (2X) times per year. Core aeration must be done in both directions to provide uniform coverage.

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VERTICAL MOWING

The contractor shall vertical mow the Bermuda grass one (1x) time per year from April to September, in one direction to control mat and thatch build up.

TOP DRESSING

The Contractor shall topdress the Bermuda grass with a 1/8 inch layer of sterile 50/50 premium sand to fill in voids that occur from use of the fields. The City Representative must approve the topdressing material prior to installation. Golf Specialties Inc. is a preferred material supplier (800) 340-8337

TURF RESTORATION

The Contractor shall be responsible for repairing the Bermuda grass by patching small damaged areas that occur during in season leagues to keep the field in optimum condition. The contractor shall remove the sod with the appropriate equipment (sod cutter or Koro), laser grade if necessary and install 419 Bermuda sod. The new sod must be properly rolled with an appropriate weight roller to level repair.

GENERAL MAINTENANCE TASKS

The contractor shall provide a sufficient number of supervised staff, seven (7) days a week, 365 days per year, to complete the maintenance duties as outlined below, or as directed by the City representative. The contractor is solely responsible to complete all tasks in a reasonable amount of time and/or to not disturb the scheduled use of the playing fields or facilities.

Soccer: Currently, we have 9 soccer fields. Each field may have up to 4 smaller soccer fields on each at the Sports Complex

- Initial layout/paint soccer fields for spring and fall seasons
- Paint soccer fields weekly throughout the spring and fall season
- Paint competitive soccer fields throughout the year
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Layout/paint soccer fields for annual tournaments
- Check fields for holes and fill with proper material daily

Football: Currently have 3 Multipurpose Fields at the Sports Complex

- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Put down protective carpets for games

- Remove protective carpets after games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Parking Lots/Common Areas:

- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed

Playgrounds: Currently we have 2 Playgrounds at the Sports Complex

- Clean up trash daily
- Rake mulch under swings as needed
- Spread and rake sand in sand areas and sandbox as needed
- Blow sidewalks daily
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Baseball: We currently have 4 Baseball Fields, 5 Batting Cages at the Sports Complex

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turface as required
- Apply crimson stone to warning tracks as needed
- Spray , remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turface along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Provide support for tournament user groups and organizations to prepare fields in between games
- Inspect and attach rail cap as needed

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T-Ball: Currently have 4 T-Ball Fields at the Sports Complex

- Prepare clay for practices
- Pick up trash daily
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Properly edge and remove vegetation along edges of all base lines and radius
- Blow out dugouts
- Empty trash receptacles into totes and place outside fields for contractor three times per
- Repair fences and backstops as needed
- Inspect bleachers for safety routinely and hidden bee nests
- Spread turface as required
- Apply or spread clay in low areas as needed
- Clean parking lot as needed
- Inspect and attach rail cap as needed

Softball: Currently we have 5 Softball Fields, 1 Batting Cage at the Sports Complex

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Apply or spread clay in low areas as needed
- Pick up trash
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely including hidden bee nests
- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines

Nova Community Center Fields and Amenities: We have 5 Baseball Fields, 5 Batting Cages, 3 Pavilions, Magic Forest Playground, 4 Handball Courts, 5 Tennis Courts, 2 Basketball Courts, Skate Park, interior sidewalks

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash daily throughout the park
- Empty trash receptacles into totes and place outside fields for contractor three times per week

- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely and hidden bee nests
- Prepare batting cages (i.e. lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Inspect and attach rail cap as needed
- Provide support for tournament user groups and organizations to prepare fields between games
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Inspect and re-attach wind screens as needed
- Roll up windscreens for hurricane season
- Drop and tie windscreens after hurricane season
- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.

South Ormond Neighborhood Center: Currently have 1 Softball Field, 1 Playground, 1 Basketball Court, 2 Tennis Courts, 2 Soccer Fields, interior sidewalks

- Prepare clay for practices
- Prepare field for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash throughout entire park
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove equipment placed on field by user groups to proper locations
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely, including bee nests

- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Remove any graffiti found on equipment
- Rake mulch under swings, slide etc.
- Blow off pavilions, sidewalks, dugouts, parking lot and tennis courts
- Replace tennis nets, center straps and basketball nets as needed.
- Initial layout/paint soccer fields for spring and fall season
- Paint soccer fields weekly during spring and fall seasons

Osceola Elementary: Currently have 2 Softball Fields, 4 handball Courts, 2 Tennis Courts, 2 small Basketball Courts, 1 Pavilion

- Prepare clay for practices
- Prepare field for games and practices (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Repair fences and backstops as needed
- Set bases and pitching plates to proper requirements per age group
- Pick up trash
- Wipe down picnic tables with cleaner
- Remove and repaint graffiti on handball courts
- Replace basketball nets, tennis nets and center straps as needed.
- Blow off pavilions, handball, tennis courts

Ormond Beach Middle School: Currently have 1 Football Field, 1 large Multipurpose Field used for Football Practice

- Pick up trash
- Layout/paint lines for football field practices weekly during the season

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

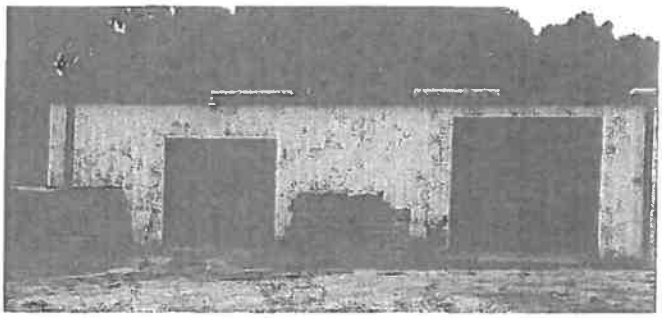
ADDITIONAL CONTRACT REQUIREMENTS :

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its Contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The Contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor will be allowed to use half of an existing storage building located at the Ormond Beach Sports Complex. The space is approximately 50' x 50'. If alternate #8 and #9 is awarded, the contractor will be allowed to use the entire building. The Contractor will not be required to pay the City to use the building or pay any monthly utility cost.



EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage caused by such fuel or oil spills shall be corrected within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City Representative. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City Representative).

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all Bermuda grass that is vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of Bermuda grass is due to improper maintenance or irrigation, the Contractor will be responsible for replacing the Bermuda grass at the Contractor's sole expense. City shall be notified of Bermuda grass areas in distress. These grass areas need to be evaluated for plan of action and monitored by Contractor.

SAFETY CONSIDERATIONS: The Contractor is responsible for being in compliance with all OSHA rules and regulations at all times.

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EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup efforts of the Bermuda grass. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City Representative, the Contractor shall be reimbursed for the actual **documented** cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City Representative. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of athletic field maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City. In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor and their employees must comply with all City regulations. The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. **A weekly progress meeting is a requirement of this bid.**

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with the City Representative.

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CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The Contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the Contractor obtains prior written approval from the City Representative or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

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 ADJUSTMENT: 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 by the City Commission 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).

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NON-APPRROPIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the 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.

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174. Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement without cause with a forty-five (45) calendar day written notice.

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.

This Agreement may not be terminated by the Contractor.

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.

2. 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.

3. One (1) original letter of interest.

4. Philosophy and general project approach of the firm or individual.

5. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.

6. Provide financial information (Balance Sheet and Income Statement) for 2011, 2012, and 2013.

7. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:

   a) Contract name
   b) Address
   c) A brief description of the work
   d) Contract amount
   e) Duration
   f) Name of contact with telephone number

8. List of equipment the bidder possesses.

9. Copy of firm's current Operational Business License renewal.

10. Copy of firm's insurance certificates.

11. Conflict, Non-Conflict of Interest Statement and Litigation Statement
    A list of all lawsuits that the bidder has been a party to in the past five (5) years

12. Drug Free Workplace Certificate

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all Work as specified or indicated in the Contract Documents for the Contract Price as indicated in this Bid Proposal and in full accordance with all requirements as set forth in the Contract Documents.

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Insurance, the Bonds (when required), the Project Specifications and/or Drawings, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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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.

HOLD HARMLESS: The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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 (receipt of all of which is hereby acknowledged):

Addendum Date	Addendum Number
May 15, 2014	No. 1
June 2, 2014	No. 2

(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) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for **120 days** after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

(d) 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

(e) BIDDER will **complete** the Work for the following price(s):

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Part 1 - Base Bid Schedule

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

Item	Description	Quantity	Unit	Price	Bid Price
1.	Ormond Beach Sport Complex	56	Acres	$ 5,815.00 Per Acre	$ 325,640.00
2.	Nova Community Park	10	Acres	$ 5,815.00 Per Acre	$ 58,150.00
3.	South Ormond Neighbor Center	2	Acres	$ 5,815.00 Per Acre	$ 11,630.00
4.	Ormond Beach Middle School	3	Acres	$ 5,815.00 Per Acre	$ 17,445.00

TOTAL BASE BID $ 412,865.00
(Figures)

Four Hundred Twelve Thousand Eight Hundred Sixty Five Dollars and Zero Cents
(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid.

Item	Description	Quantity	Unit	Price	Bid Price
1.	Irrigation Maintenance (Labor Cost)	1,000	Man Hrs @	$ 38.00 Per Man Hr	$ 38,000.00
2.	Irrigation Maintenance (Material Allowance)	$7,500	Times	% 20 Equals Markup	$ 9,000.00
3.	Over-Seeding	71	Acres	$ 476.00	$ 33,796.00
4.	Core Aeration	71	Acres	$ 97.40	$ 6,915.40
5.	Vertical Mowing	71	Acres	$ 73.10	$ 5,190.10
6.	Top Dressing	2,530	Tons	$ 40.50	$ 102,465.00
7.	Turf Restoration (3 Pallet Minimum)	100,000	SF	$ .58	$ 58,000.00
8.	General Maintenance Tasks (Labor Cost)	12,000	Man Hrs @	$ 29.25 Per Man Hr	$ 351,000.00
9.	General Maintenance Tasks (Material Allowance)	$77,000	Times	% 20 Equals Markup	$ 92,400.00

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Part 3 – City Used Equipment Purchase Option (this will not affect bid award/contract amount)
The City currently owns equipment which is available for purchase by the Contractor who is awarded this Athletic Field Maintenance Service contract. If interested in potential purchase, Bidders may provide a purchase price for any/all of the City owned equipment listed below. Upon contract award, if the price(s) submitted in the Contractor's bid response are acceptable to the City, they will be deducted from the Base Bid for the first year of the contract only (10/1/14-9/30/15).

	Quantity	Unit	Bid Price
1. 1990 Jacobson F-10, 6,335 Hours New reels installed January, 2014	1	Each	$ 5,155.00
2. 2010 Toro 7 Reel, 653 Hours	1	Each	$ 20,520.00
3. 2012 Toro 3 Reel, 358 Hours	1	Each	$ 12,900.00
4. 2011 Toro 3 Reel, 473 Hours	1	Each	$ 12,000.00
5. 2000 Turfco CR10 Top Dresser	1	Each	$ 6,300.00
6. 2013 Vicon Fertilizer Spreader	1	Each	$ 900.00
7. 2012 Toro Cart 123 Hours with 2013 Toro Sprayer	1	Each	$ 13,400.00
8. 2013 Toro Top Dresser	1	Each	$ 10,250.00
9. 1988 Aerator	1	Each	$ 750.00
10. 1998 Verticutter	1	Each	$ 3,800.00
11. 1991 Ford Tractor, approx. 804 Hours Pulls verticutter and spreader	1	Each	$ 4,660.00
12. 2013 McClane reel push mower	1	Each	$ 550.00
13. 2005 John Deere 3225C Reel Mower With approx. 2,470 Hours	1	Each	$ 7,510.00
14. 2009 Toro Sandpro 2,042 Hours	1	Each	$ 6,300.00
15. 2013 Toro Cart, 1,356 Hours	1	Each	$ 10,485.00
16. 1991 Ford Tractor 2,402 Hours	1	Each	$ 2,875.00
17. 2011 Toro Z Turn 1,131 Hours	1	Each	$ 4,880.00

18.	2009 John Deere Z Turn 1,161 Hours	1	Each	$ 3,400.00
19.	2011 Toro Sandpro 1,473 Hours	1	Each	$ 6,800.00
20.	1999 Toro Sandpro Hours Unknown	1	Each	$ 5,500.00
21.	2007 Smithco Drag Machine 1,366 Hours	1	Each	$ 3,260.00
22.	2012 Generator 10 Hours	1	Each	$ 300.00
23.	2006 Toro Cart 2,968 Hours	1	Each	$ 2,470.00
24.	2007 John Deere Cart 3,525 Hours	1	Each	$ 1,450.00
25.	1991 Ford Bucket Tractor 1,891 Hours	1	Each	$ 6,160.00
26.	2010 Golf Cart Hours Unknown	1	Each	$ 750.00
27.	2004 Line Laser	1	Each	$ 5,500.00
28.	2006 Line Laser	1	Each	$ 6,300.00
29.	2002 Agrimental Blower Hours Unknown	1	Each	$ 1,500.00

* To provide the City of Ormond Beach with Bermuda Grass that is healthy and attractive at all times, Austin Outdoor recommends three (3) applications of 21-0-0 at 207 lbs./Acre.
Total: 14,697 lbs./Application = 44,091 lbs. Cost = $21,405.00

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Austin Outdoor, LLC

(hereinafter called Principal) and

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Athletic Field Maintenance Service - Bid No. 2014-15** 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 29th day May, 2014.

Austin Outdoor, LLC
(Principal)

By: _____

ATTEST:

Aspen American Insurance Company
(Surety)

By: _____
Ryan P. Rothrock: Attorney-In-Fact

ASPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Aspen American Insurance Company**, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and *Ryan Field, Assistant Vice President.*

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

Aspen American Insurance Company

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the Boards' Resolutions thereof.

Patricia C. Taber
Notary Public
My commission expires: May 31, 2016

Patricia C. Taber NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29 day of May, 2014

Aspen American Insurance Company TEXAS 1990

By:

Name: Ryan Field, Assistant Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email:Patricia.Taber@aspen-insurance.com

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CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

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

[ ] The undersigned firm has had no litigation on any design 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.

Austin Outdoor, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Barry Critcher
NAME (PRINT OR TYPE)

Business Development Manager
TITLE

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DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BIDS: 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 bid 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 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.

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.

Signature

Barry Critcher
Print Name

Business Development Manager
Title

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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.

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LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Contractor 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 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 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises and 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 than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $50,000 Fire Damage (any one fire)

$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* 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 for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

C. Requirements for Certificates of Insurance

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

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

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

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

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

D. Policies of Insurance

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

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

(c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

City Registration Requirements

VENDOR/CONTRACTOR doing business within the City Limits must be Registered.

Requirements for registering a business are as follows:

State Certified Contractors – Register with Volusia County Contractor Licensing

OR provide the City with:

- Copy of Business Tax Receipt (in the City where your business is located)
- Copy of State License
- Certificate of Insurance showing General Liability and Workers' Compensation

State Registered Contractors - Must go through Volusia County Contractor Licensing

For more information, contact the City's Permit Manager

Phone: (386) 676-3234
btonline@ormondbeach.org

END OF BID

City of Ormond Beach

Proposal for Athletic Field Maintenance Services

June 2014

AUSTIN OUTDOOR
a yellowstone landscape company

June 12, 2014

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

Re: Proposal for Athletic Field Maintenance Service (ITB-2014-15)

I am pleased to submit Austin Outdoor's proposal for Athletic Field Maintenance Service for ITB-2014-15. Our full-service approach to maintaining the **City of Ormond Beach's** Athletic Fields, from irrigation monitoring to fertilization applications, are all coordinated to deliver the same high level of quality that Austin Outdoor is proud to produce for the **City of Ormond Beach's** Facilities, Parks and Right of Way since 2012.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award-winning properties for our clients. We promise to serve our clients effectively by providing:

Crystal-Clear Communication
You want to know what's going on, and our people, systems and policies put communication first.

Proactive Attitudes
Procedures, checklists and training all focus on making sure you don't have to manage our work.

Quality Work
Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

Please find enclosed:

- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information for 2011, 2012, 2013
- Past Experience and Similar Projects
- Equipment List
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We certify that the proposal and fee schedule for Athletic Field Maintenance Service (ITB-2014-15) will remain in effect for 120 days after the due date. Thank you for the opportunity to further our mission to *create premier properties and build lasting relationships* with the **City of Ormond Beach**.

Best Regards,

Barry Critcher

www.austinoutdoor.net

EAST CENTRAL FLORIDA
3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA
6926 Phillips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA
8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA
2665 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address
PO Box 849
Bunnell, FL 32110
386.437.5143 Fax



Company Overview

Company Overview

Locations, History, Services & Approach

Local Location

Headquarters/Palm Coast Office
3235 N. State Street • Bunnell, FL 32110
386.437.6211 ph • 386.437.5143 fax

Other Locations Include

Jacksonville, Florida
Port St. Lucie, Florida
West Palm Beach, Florida
Orlando, Florida
Tampa, Florida
Sarasota, Florida
Atlanta, Georgia
Savannah, Georgia
Charleston, South Carolina

Total Number of Employees

800

Overview

How It All Began

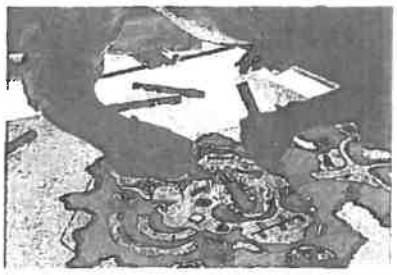
Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location here in Flagler County and has grown to now include locations across Florida, Georgia, and South Carolina. Each location enables us to manage and enhance a variety of complex landscapes.

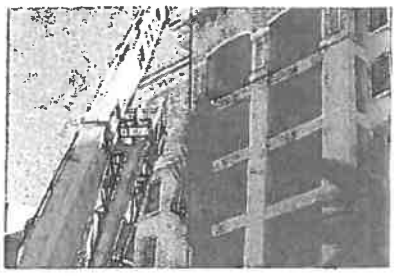
Services Offered

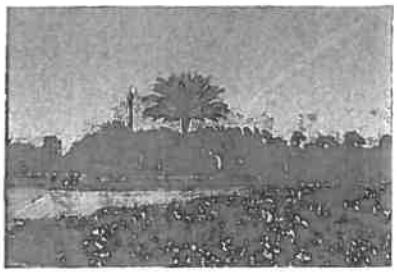
Our three distinct landscape divisions – **Landscape Design, Landscape Installation** and **Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We partner with our clients to fulfill all your landscape needs while providing sustainable landscapes, according to Best Management Practices.







MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Our Core

Delivering Our Service Promise

People

At Austin Outdoor, our people make the difference. That's why we go to great lengths to recruit and develop inspired people. Austin Outdoor has over 800 employees.

Vision Statement

Relentless dedication to our Strategic Principle of "Creating premier properties. *Building lasting relationships."* generates Lasting Value for clients and makes us their company of choice.

Brand Promise

Austin Outdoor is your premier landscaping partner. We will deliver absolutely superior work and treat you as a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs, while ensuring that your investment is protected and your property looks great. We will provide a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

Understanding—Listen, communicate and deliver.

Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.







AUSTIN ABSOLUTES

The Austin Absolutes were created by our Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Exceeding Expectations

By Listening to Our Client's Voice

Each year our clients are asked to spend a few moments responding to a brief online survey and tell us how we are performing in our mission to create premier properties and build lasting relationships.



The survey asks that each client rank Austin Outdoor in the following categories:

Quality of Work
Ability to Meet Expectations
Responsiveness to Individual Needs
Clarity of Information
Level of Respect for You
Overall Satisfaction



It concludes with the simple question:

Would you recommend Austin Outdoor to others?



2014's survey responses are summarized here:

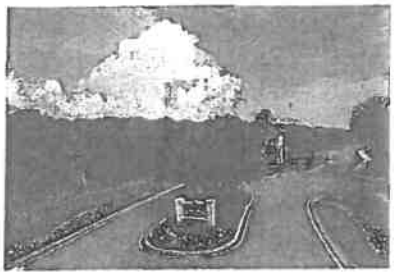
Category	% Positive
Quality of Work	94.8%
Ability to Meet Expectations	93.4%
Responsiveness to Individual Needs	95.1%
Clarity of Information	95.1%
Level of Respect for You	100%
Overall Satisfaction	94.1%
Would Recommend Austin Outdoor	93.9%



Industry Recognition

For Our Premier Properties

AUSTIN OUTDOOR
a yellowstone landscape company







PLANET Decade Award

Ocean Hammock; *Palm Coast, Florida; 2010*

PLANET Grand Award

Waldorf Astoria & Hilton of Bonnet Creek; *Orlando, Florida; 2012*
Pinnacle at Symphony Place; *Nashville, Tennessee; 2011*
Bella Collina Clubhouse; *Monteverde, Florida; 2010*
Alfred I. duPont Trust Building; *Jacksonville, Florida; 2009*
Ginn Residence; *Palm Coast, Florida; 2009*
Ocean Hammock; *Palm Coast, Florida; 2009*
The Club at Hammock Beach; *Palm Coast, Florida; 2008*
The Tesoro Clubhouse; *Port St. Lucie, Florida; 2008*
Bella Collina; *Montverde, Florida; 2007*

PLANET Merit Award

AAA National Headquarters; *Lake Mary, FL; 2013*
Technology Park Atlanta; *Peachtree Corners, Georgia; 2013*
Boeing 787 Assembly Plant; *Charleston, South Carolina; 2012*
Grand Haven CDD; *Palm Coast, Florida; 2011*
Yacht Harbor Village; *Palm Coast, Florida; 2011*
Fleming Island Plantation; *Orange Park, Florida; 2010*
Reunion Resort & Club; *Reunion, Florida; 2007*
The Wetbar; *Atlanta, Georgia; 2005*

ABC Award of Excellence

Jim W. Henderson Center; *Daytona Beach, Florida; 2013*
The Pavilion; *Port Orange; Florida; 2012*
Alfred I. duPont Trust Building; *Jacksonville, Florida; 2011*

FNGLA Award of Excellence

Bella Collina Clubhouse; *Montverde, Florida; 2010*
Ocean Hammock; *Palm Coast, Florida; 2009*
Alfred I. duPont Building - Installation; *Jacksonville, Florida; 2009*
The Club at Hammock Beach; *Palm Coast, Florida; 2008*
The Tesoro Club; *Port St. Lucie, Florida; 2008*
The Tesoro Clubhouse - Installation; *Port St. Lucie, Florida; 2008*
Reunion Resort & Club; *Reunion, Florida; 2007*

FNGLA Floriculture Award

The Tesoro Club; *Port St. Lucie, Florida; 2008*
Reunion Resort & Club; *Reunion, Florida; 2007*

MALTA Merit Award

The Wetbar; *Atlanta, Georgia; 2005*
Johns Creek Medical; *Atlanta, Georgia; 2005*

PROFESSIONAL LANDCARE NETWORK (PLANET)
National trade association representing more than 100,000 landscape industry professionals.

ASSOCIATED BUILDERS & CONTRACTORS (ABC)
National association that advances the construction industry.

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)
Florida's leading green industry trade organization.

METRO ATLANTA LANDSCAPE & TURF ASSOCIATION (MALTA)
Metro Atlanta and Georgia's premier landscape organization.

Austin Outdoor, LLC and Subsidiaries

Consolidated Balance Sheet
March 31, 2014

ASSETS	**2014**	**2013**	**2012**
Current assets:			
Cash	$ 73,633	$ 87,575	$ (152,815)
Accounts receivable:			
Trade, net	5,023,818	4,853,407	3,014,125
Other	112,714	76,665	165,212
Prepaid expenses and other	1,040,259	400,705	320,241
Inventories	360,363	260,264	315,868
Costs and estimated earnings in excess of billings on uncompleted contracts	330,690	39,036	34,763
Total current assets	6,941,477	5,717,652	3,697,394
Property and equipment, net	4,315,368	5,054,010	4,563,979
Other long term assets	-	-	-
Debt issuance costs, net	-	156,117	50,744
Due from parent	27,353,560	22,229,940	27,217,189
Identifiable intangible assets, net	7,615,266	9,427,522	10,123,696
Goodwill	11,336,695	11,517,897	9,350,383
Total assets	$ 57,562,366	$ 54,103,138	$ 55,003,385
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion, installment and subordinated notes payable	$ 1,701,000	$ 1,529,223	$ 5,218,558
Accounts payable, trade	2,420,876	3,016,147	2,496,917
Accrued compensation and payroll taxes	1,116,559	1,178,464	642,150
Other accrued expenses and payables	1,263,183	227,626	292,830
Deferred revenue	-	197,753	177,834
Billings in excess of costs and estimated earnings on uncompleted contracts	175,332	53,618	24,744
Payable to seller	450,000	966,258	1,310,000
Total current liabilities	7,126,950	7,169,089	10,163,033
Subordinated notes payable	30,000,000	29,718,138	22,644,266
Installment notes payable, less current portion	5,950,000	861,833	866,717
Revolving line of credit	350,000	3,491,018	1,925,000
Payable to seller	-	-	500,000
Total liabilities	43,076,950	41,240,078	36,099,016
Commitments and contingencies	-	-	-
Stockholders' equity:			
Common Equity	28,199,478	28,199,478	16,554,577
Accumulated deficit	(13,714,062)	(15,336,418)	2,349,792
Total stockholders' equity	14,485,416	12,863,060	18,904,369
Total liabilities and stockholders' equity	$ 57,562,366	$ 54,103,138	$ 55,003,385

Austin Outdoor, LLC and Subsidiaries

Consolidated Statements of Operations
For the Fiscal Years Ended March 31, 2012 to 2014

	2014	2013	2012
Sales	$ 56,400,006	$ 55,446,087	$ 28,530,740
Cost of sales	45,106,273	43,877,705	21,997,110
Gross profit	11,293,733	11,568,382	6,533,630
Operating expenses:			
General and administrative	7,401,081	8,085,000	4,621,719
Total operating expenses	7,401,081	8,085,000	4,621,719
Net income from operations	3,892,652	3,483,382	1,911,911
Other income (expense):			
Amortization of identifiable intangible assets	(1,812,231)	(1,845,480)	(1,070,692)
Interest expense	(533,166)	(905,901)	(646,129)
Gain on disposal of assets	75,101	17,458	(1,377)
Total other expense	(2,270,296)	(2,733,923)	(1,718,198)
Net income before income tax expense	1,622,356	749,459	193,713
Income tax expense (benefit)	-	-	(725,039)
Net income	$ 1,622,356	$ 749,459	$ 918,752

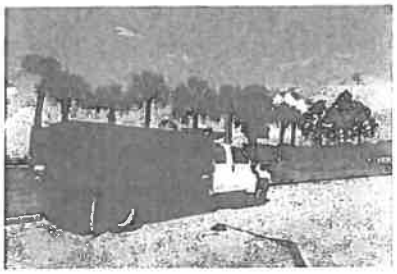
Fleet & Equipment

Throughout Austin Outdoor's Facilities

Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	250+
Pick-Up Trucks	70+
Irrigation Trucks	20+
Super Lawn Trucks	15+
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	50+
Miscellaneous Motorized Carts	100+
Various Caterpillar Equipment	30+







NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.



Approach

The City of Ormond Beach Athletic Field Maintenance

Approach to Scope of Services

The following is an explanation of **Austin Outdoor's** approach to providing turfgrass management services for the **City of Ormond Beach's** Athletic Field Maintenance:

I. TURFGRASS MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing
   a. All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1¼". **Austin Outdoor** shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings.
   b. Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
   c. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
   d. **Austin Outdoor** will move any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing and will replace those moved objects when mowing of the area is complete.

2. Edging & Trimming
   a. **Austin Outdoor** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
   b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
   c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
   d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
   e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
   f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. Debris Removal
   a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
   b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Austin Outdoor,** at no additional expense to the **City of Ormond Beach.**

4. Fertilizer
   a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
   b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
   c. Please see *Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service* attached.

5. Insect, Disease, and Weed Control
   a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor.**
   b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
   c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
   d. Access to a water source on the **City of Ormond Beach's** property must be provided for use in spray applications.

B. Irrigation ***(contingent upon addition to the scope of services)***

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Austin Outdoor** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach.** In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Austin Outdoor** will immediately make the necessary repairs and then contact the **City of Ormond Beach.**

II. ADDITIONAL SERVICES

A. Austin Outdoor will provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of the **City of Ormond Beach.**

III. PERSONNEL

A. Austin Outdoor will provide all labor, transportation and supervision necessary to perform the work described herein.
B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
D. Austin Outdoor recognizes that its personnel are perceived as representatives of the **City of Ormond Beach** while on the **City of Ormond Beach's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
E. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach.**
F. Austin Outdoor may utilize qualified subcontractors at any time during the agreement period (e.g. palm pruning, mulch, and irrigation).
G. All work performed by **Austin Outdoor** will be coordinated with the **City of Ormond Beach** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. AUSTIN OUTDOOR'S VEHICLES AND EQUIPMENT

A. **Austin Outdoor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
B. All **Austin Outdoor** vehicles must operate in a safe and courteous manner while on the **City of Ormond Beach's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

A. Property inspections will be conducted regularly by an authorized **Austin Outdoor** representative. **Austin Outdoor** will document and correct any turfgrass issues or deficiencies immediately and provide a status update for work requiring a longer period to accomplish.
B. **Austin Outdoor** will provide the **City of Ormond Beach** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service

AUSTIN OUTDOOR
a yellowstone landscape company

In accordance with our industry's Best Management Practices, we propose the following chemical program for your Athletic Fields:

Round 1
Application Period: March 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 2
Application Period: May 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 3
Application Period: May
Product: Chipco Choice Slit Injection

Round 4
Application Period: June 15th
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 5 - AUSTIN OUTDOOR RECOMMENDS
Application Period: July
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 6
Application Period: August 15th
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 7 - AUSTIN OUTDOOR RECOMMENDS
Application Period: September
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 8 - AUSTIN OUTDOOR RECOMMENDS
Application Period: October
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 9
Application Period: December
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre





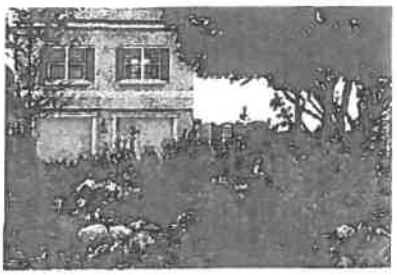


TOTAL MATERIAL	
15-0-15 with Ronstar	30,246 lbs
15-0-15	20,164 lbs
21-0-0	44,091 lbs

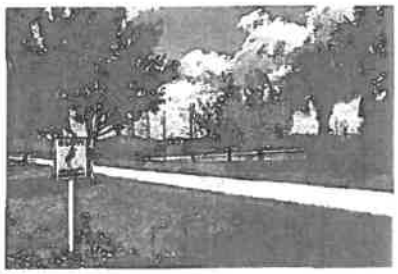
Fertilization and Chemicals

Professional, Responsible Solutions

Fertilization and chemicals are often times fundamental to the health of a landscape. Austin Outdoor's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.







Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and athletic fields, our knowledge is extensive, and we apply what we've learned on every property we service.

Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off
- Nutrient Management—we provide nutrient's based on the plant's need
- Follow State, County and City Best Management Practices to prevent pollution of water sources

Plan for Success

The Maintenance Service Transition

Prepared for ***City of Ormond Beach - Athletic Field Maintenance Service***

30 Day Plan:

- ☐ Meet with the Director to review 30 – 60 – 90 Day Plan
- ☐ Review overall conditions of all Athletic Fields with Director
- ☐ Discuss upcoming special events, games, etc. and adjust schedule accordingly
- ☐ Take soil samples of all Athletic Fields
- ☐ Adjust turf treatments based on previous applications and soil test
- ☐ Immediately begin mowing the fields
- ☐ Identify any safety hazards and correct immediately
- ☐ Identify preventative maintenance measures and act upon immediately
- ☐ Identify and report any needed repairs to the facilities and grounds
- ☐ Identify areas for sodding
- ☐ Spot treat weeds in turf and in bed spaces
- ☐ Begin weed control program in infield, sidewalks, parking lots etc
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Discuss any further areas of concern with the Director

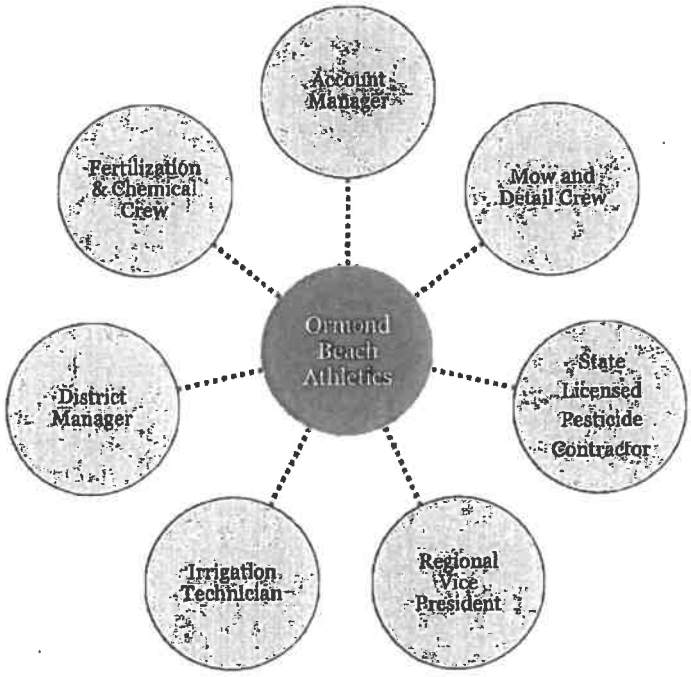
60 Day Plan:

- ☐ Continue irrigation maintenance and inspections
- ☐ Continue all inspection as listed above
- ☐ Continue RoundUp applications throughout property
- ☐ All procedural maintenance to Athletic Fields
- ☐ Discuss options to improve "curb appeal" in high profile areas
- ☐ Walk Athletic Fields with Director to evaluate improvements

90 Day Plan:

- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue RoundUp applications throughout property
- ☐ Continue all procedural maintenance items
- ☐ Assess results from actions taken in 30 day and 60 day plans.
- ☐ Walk Athletic Fields with Director to evaluate improvements

Austin Outdoor Staffing



Account Manager:
The Account Manager represents the vital link between Austin Outdoor and your Athletic Fields. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your fields. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Mow and Detail Crew:
The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the Athletic Fields with our commercial equipment in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager.

Austin Outdoor Staffing

Irrigation Technician:
The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and District Manager.

State Licensed Pesticide Contractor:
This contractor will treat each of the Athletic Fields with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the fields' need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

District Manager Oversight:
The District Manager is responsible for Austin Outdoor's landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training

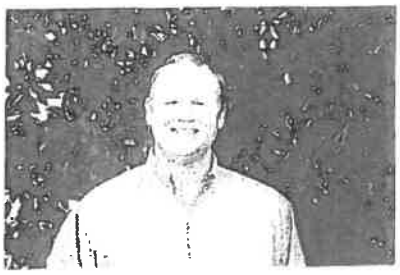


Personnel

Key Management

East Central Florida District

Name & Title	Years of Related Experience
Brian Martin Regional Vice President	**24 years**
Paul LaMontaine District Manager	**34 years**
Barry Critcher Business Development Manager	**20 years**
Ryan Smith Account Manager	**9 years**
Christopher Rodriguez Fertilization Specialist	**8 years**
Jack Zemball Pest Management Specialist	**18 years**
TOTAL	113 years







PICTURED
Brian Martin, Paul LaMontaine, and Barry Critcher

Your Service Team

Overseeing Your Premier Property

To oversee the delivery of Athletic Field Maintenance Services, Austin Outdoor proposes allocation of the following strategic resources to the City of Ormond Beach:

Executive Oversight: *Brian Martin*, Regional Vice President, South, will be the high level point of contact, always accessible to the City of Ormond Beach. Mr. Martin will oversee local management to insure that our quality and service delivery are exceeding expectations.

Property Oversight: *Paul LaMontaine*, District Manager, will conduct weekly property inspections to insure that all properties are maintained at the expected level of service excellence.

Ongoing Relationship Building: *Barry Critcher*, Business Development Manager, will be engaged to insure that the ongoing client relationship standards of Austin Outdoor are maintained once landscape services have begun on the properties.

Account Manager: *Ryan Smith*, Account Manager, is responsible for direct, daily oversight of all crew members and the services performed for the City of Ormond Beach. As the dedicated Account Manager, he will continue to be the primary point of contact for all landscape service requests and activities for the City, expanding the role he has occupied for the past year to include the City's Athletic Fields. To assist Mr. Smith with day-to-day responsibilities in his expanded role will be an assigned *Assistant Account Manager.*

Crew Foreman: Each Athletic Field maintenance crew will be assigned a *Crew Foreman* who is responsible for his crew's completion of the daily tasks, scheduled and directed by the dedicated Maintenance Account Manager. He is additionally responsible for his crew's equipment and their adherence to Austin Outdoor's Code of Conduct and Safety Guidelines.

Brian K. Martin

PROFESSIONAL EXPERIENCE SUMMARY

As **Regional Vice President** for Austin Outdoor, Brian Martin is responsible for managing all Florida landscape operations. This includes oversight of eight service locations with over 500 employees.

EDUCATION

1988 - 1994 **Virginia Tech** **Blacksburg, VA**
BLA, Landscape Architecture

PROFESSIONAL EXPERIENCE

Jan 2005-Present **Austin Outdoor** **Bunnell, FL**

Regional Vice President

- Responsible for all Florida landscape operations.
- Oversees six districts and over 500 employees.
- Builds operational strategies that improve company-wide quality.
- Manages operations training and leads continuous improvement efforts.

VP Business Development

- Responsible for all aspects of Business Development.
- Coordinates all Landscape Maintenance and Construction estimating and proposals.
- Manages Business Development Team of four.
- Creates marketing strategies, company collateral, and branding platform.

District Manager

- Responsible for all aspects of landscape management within the Palm Coast District.
- Knowledgeable of each project's specifications and budget.
- Ensure quality inspections are conducted on a regular basis.
- Identify equipment and resources needed for each project.
- Maintain up-to-date list of all personnel and job activities.
- Assure preventative maintenance is performed on all equipment.

June 1992-June 2004 **Brickman** **West Palm Beach, FL**
Branch Manager – Jan 1998 to Dec 2002; Dec 2003 to May 2004

- Overhauled and rebuilt existing team and quality control measures.
- Managed 10 full time and 50 hourly employees.

- Created and adjusted/followed annual budget.
- Oversaw all financial aspects of branch – A/P, A/R, monthly close, etc.
- Grew Branch from 1 million to over 3 million in annual revenue.

Florida Regional Trainer – Jan 2003 to Dec 2003

- Conducted interactive superintendent meetings.
- Assisted Regional Manager throughout FL region.
- Presented specialized training – i.e. annual installation, mowing efficiency, plant i.d., etc.
- Responsible for new employee orientation and mentoring.
- Orchestrated production of horticultural, production, safety, and cultural training videos.
- Selected and monitored sites in FL to be photographed for upgraded company website.

Superintendent/Supervisor/Intern – Annapolis Maryland – June 1992 to Dec 1997

- Balanced quality of job sites with production efficiency.
- Produced monthly production schedules.
- Monitored weekly material and labor costs.
- Managed one crew with responsibility increasing to five crews.
- Ran commercial landscape maintenance job mix.
- Performed landscape enhancements.

CERTIFICATIONS

- Certified Pest Control Operator – Lawn & Ornamental

Paul LaMontaine

PROFESSIONAL EXPERIENCE SUMMARY

As the **District Manager** of our East Central Florida region, Paul LaMontaine is responsible for overseeing all of the division's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality project and service.

Paul brings 36 years experience in operations, facilities management, purchasing and construction to the company.

EDUCATION

1992 **Harvard Business School** **White Plains, NY**
Continuing Education–Management Excellence Service

1984 **Harvard Business School** **White Plains, NY**
Continuing Education–Achieving Breakthrough Service

1975 - 1977 **Henry Ford Community College** **Dearborn, MI**
AS, Business Management

RELEVANT PROFESSIONAL EXPERIENCE

2003 - Present **Austin Outdoor, LLC** **Palm Coast, FL**
District Manager

- Responsible for landscape operations and personnel within the Palm Coast District.
- Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe.
- Hires and coordinates construction and management crews.
- Balances the workload and materials for each project.
- Maintains up-to-date roster of all personnel and job activities.
- Identifies equipment and resources needed for each project.
- Assures that preventive maintenance is performed on all equipment.
- Conducts regular inspections of in-progress projects.

1974 - 2003 **Frank's Nursery and Crafts** **Troy, MI**
1992-2003 Assistant Vice President Facilities Management

- Was responsible for maintenance, repair and construction for all company facilities and properties.
- Purchased furniture, fixtures and store supplies.

- Intermediary for store operations to real estate planning and legal/risk management department.
- Maintained fleet services, material handling equipment, trash/recycling and vending services.
- Responsible for operational expense and capital in excess of $15 million annually.

1989-1992 Director Operations/Facilities in Florida

- Responsible for controlling assets, regional purchasing/advertising, and facilities of 31 stores.

1984-1989 Director Operations/Facilities in Tampa & Orlando

- Assisted in the research, planning, product mix and construction of 31 new stores.

1978-1984 District Manager – Southeastern Michigan

1975-1978 Manager – Southeastern Michigan

1974-1975 Assistant Manager – Southeastern Michigan

MILITARY

U.S. Marine Corps, E-5, Honorable Discharge	1970-1974
Marine Corps Institute, Washington DC	1973
Non-Commissioned Officers Leadership School	1972
Tracked Vehicle School	1970

Barry Critcher

PROFESSIONAL EXPERIENCE SUMMARY

As the **Business Development Manager**, Barry Critcher is responsible for building strong, lasting relationships with both management and construction clients and potential clients in the East Central Florida region. Barry has over 20 years experience in sales and business development, which provides him with the knowledge and experience to promote the company's capabilities.

EDUCATION

1984 - 1989 **Appalachian State University** **Boone, NC**
BS, Business Administration

RELEVANT PROFESSIONAL EXPERIENCE

2005 – Present **Austin Outdoor, LLC** **Palm Coast, FL**
Business Development Manager

- Responsible for building strong, lasting relationships with clients and potential clients.
- Prepares contracts and proposals that are responsive to client needs.
- Responsible for sales, estimating, contract administration and plant purchasing.
- Solicits field feedback to enhance estimating accuracy and pricing.
- Manages the process of bid preparation resulting from the estimating process.
- Continually updates clients on the status of upcoming and/or current work.

1989 – 2005 **Hollar & Greene Produce, Inc.** **Boone, NC**
Branch Manager / Business Development Manager

- Worked closely with wholesalers, distributors and retailers to provide quality products.
- Managed $4 to $5 million per year in business development.
- Oversaw quality control of the product.
- Managed the distribution and inventory of the product.

Ryan Smith

PROFESSIONAL EXPERIENCE SUMMARY

As the **Account Manager** at Austin Outdoor, Ryan Smith is responsible for coordinating, implementing and maintaining large, complex maintenance projects for the City of Ormond Beach on a daily basis. He brings experience and knowledge in golf course operations, turfgrass maintenance, equipment operations and fertilizer/chemical applications.

EDUCATION

Daytona Beach Community College **Daytona Beach, FL**
AAS Degree, Golf Course Management, Turfgrass Management

The Golf Academy of the South **Altamonte Springs, FL**
Occupational Associates Degree, Golf Operations & Management

PROFESSIONAL EXPERIENCE

Oct 2012 - Present **Austin Outdoor, LLC** **Palm Coast, FL**
Account Manager - City of Ormond Beach

- Arranges, schedules and directs daily delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to client.
- Continually updates client on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts regular property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts ongoing operation training.

2011 - 2012 **All Pro Land Services** **Deleon Springs, FL**
Crew Foreman, Business Development

- Supervise maintenance and installation staff daily.
- Oversee all aspects of training and quality control.
- Managed workflow and customer service.
- Developed new business relationships for the company.
- Coordinated all subcontracting.
- Ensure all timelines were met on budget.

2010 - 2011 **Edwin Watts Golf** **The Villages, FL**
Assistant Manager
- Manage and train employees in customer service.
- Oversee all aspects of inventory and loss prevention.
- Supervise employees in day to day operations.
- Reach sales goals by building relationships with customers.

2007 - 2010 **Tree Tops Golf at GolfUSA** **Lady Lake, FL**
General Manager
- Supervise all aspects of day to day operations.
- Oversee all customer service delivery.
- Develop and maintain a multi-faceted facility.
- Coordinate all activities for this high volume range.

2005 - 2007 **Debary Golf Club** **Debary, FL**
Assistant Superintendent
- Supervise maintenance staff on day to day operations.
- Controlled inventory for entire maintenance operation.
- Developed annual budget.
- Held weekly staff meetings.
- Directed a $150,000 course renovation project.

Christopher Rodriguez

PROFESSIONAL EXPERIENCE SUMMARY

As the **Fertilization Specialist** at Austin Outdoor, Christopher Rodriguez is responsible for coordinating and performing applications of fertilizers and chemical treatments on our high profile properties.

EDUCATION

Spruce Creek High School — **Port Orange, FL**

RELEVANT PROFESSIONAL EXPERIENCE

July 2008 - Present — **Austin Outdoor, LLC** — **Palm Coast, FL**

Fertilization Specialist

- Perform fertilizer and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass deficiencies.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

2006 - 2008 — **Middleton Pest Control** — **Orlando, FL**

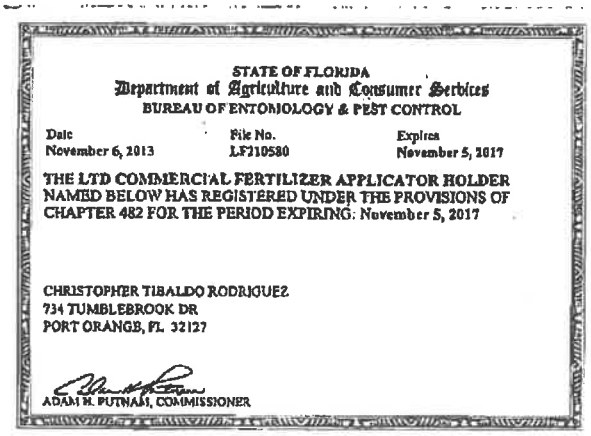
Chemical Room Supervisor, Commercial Crew Leader

- Kept daily, weekly, and monthly reports of usage by technicians.
- Deliver excellent customer service to route clients.
- Delegate responsibilities to crew personnel.
- Oversee proper application techniques.

Ensure quality with regular inspections and client interviews.

CERTIFICATIONS

Florida Ornamental and Turf Pesticide License (2009- present)



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
November 6, 2013	LF210580	November 5, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: November 5, 2017

CHRISTOPHER TIBALDO RODRIGUEZ
734 TUMBLEBROOK DR
PORT ORANGE, FL 32127

ADAM H. PUTNAM, COMMISSIONER

John Zemball

PROFESSIONAL EXPERIENCE SUMMARY

As the **Pest Management Specialist** at Austin Outdoor, John Zemball is responsible for coordinating and performing applications of pesticides and chemical treatments on our high profile properties.

EDUCATION

Daytona Beach Community College **Daytona Beach, FL**
AAS Degree, Golf Course Operations, Turfgrass Management

RELEVANT PROFESSIONAL EXPERIENCE

Jan 2006 - Present **Austin Outdoor, LLC** **Palm Coast, FL**
Pest Management Specialist

- Arranges, schedules and directs daily delivery of management services.
- Perform pesticide and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass pest risks.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

1996 - 2006 **Club De Beaumont Golf Course** **Ormond Beach, FL**
Spray Technician

- Supervised and coordinate activities of staff responsible for improving the grounds and turf for the course.
- Executed daily operations and spray applications.
- Established Agronomic practices to ensure best possible playing conditions for the course.
- Trained staff in best practices for safe usage of chemicals, equipment, and processes.
- Conducted regular reviews of the grounds, course and staff performance.

CERTIFICATIONS

- Florida Ornamental and Turf Pesticide License
- Aquatic Spray License
- Florida Master Gardner

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
April 11, 2014	JF154751	June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015

JOHN W ZEMBALL
788 LAKE WOOD DRIVE
DAYTONA BEACH, FL 32117

Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 23, 2013	JF154751	June 1, 2014

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2014

JOHN W ZEMBALL
788 LAKE WOOD DRIVE
DAYTONA BEACH, FL 32117

Lawn and Ornamental

ADAM H. PUTNAM, COMMISSIONER

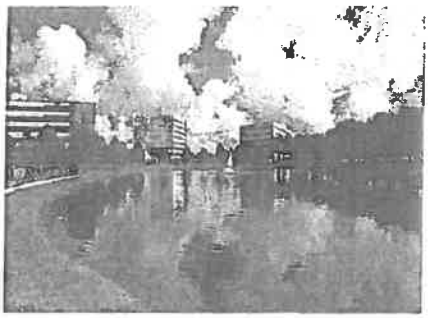


Experience

Experience Listing

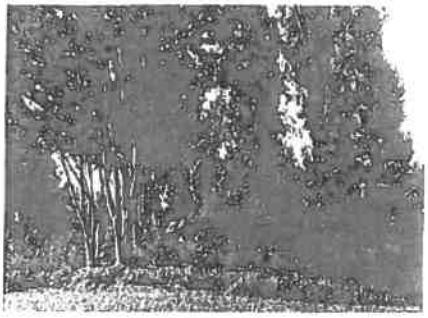
AUSTIN OUTDOOR
a yellowstone landscape company

Project Name	Blue Cross Blue Shield of Florida Campus and Athletic Complex
Annual Investment	$332,000
Client Since	2011
Client Contact Information	Russell Peacock Senior Manager Blue Cross Blue Shield of Florida 4800 Deerwood Campus Parkway Jacksonville, Florida 32246 T: 904.945.0621



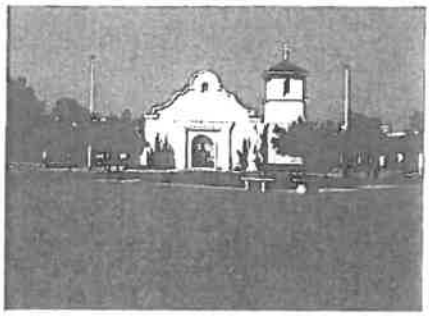
BCBS of Florida Campus

Project Name	Johns Creek Parks & Presbyterian Athletic Fields
Annual Investment	$230,000
Client Since	2010
Client Contact Information	Rees Wait Vice President of Development TPA Group 3350 Engineering Drive, Suite 250 Norcross, GA 30092 T: 770.497.1400



Natural Setting at Johns Creek

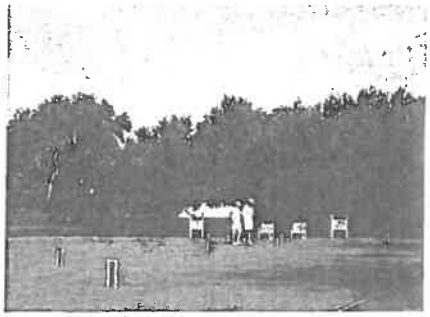
Project Name	Father Lopez Catholic High School Campus and Athletic Fields
Annual Investment	$75,000
Client Since	2008
Client Contact Information	Patricia Dailey Assistant Principal Father Lopez Catholic High School 3918 LPGA Boulevard Daytona Beach, FL 32124 T: 386.253.5213



Father Lopez High School Campus

Experience Listing

Project Name	Grand Haven Grounds and Croquet Courts
Annual Investment	$534,000
Client Since	1997
Client Contact Information	Barry Kloptosky Operations Manager Grand Haven 2 North Village Parkway Palm Coast, FL 32137 T: 386.447.1888



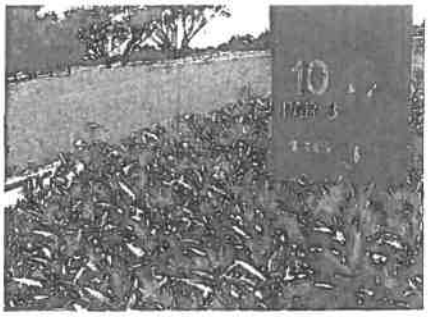
Grand Haven Croquet Courts

Project Name	Hammock Beach Club Grounds and Putting Course
Annual Investment	$375,000
Client Since	2003
Client Contact Information	Carlton Grant Operations Manager Hammock Beach Club 200 Ocean Crest Drive Palm Coast, FL 32127 T: 386.246.5500



Hammock Beach Club Putting Course

Project Name	Savanna Club Golf Course
Annual Investment	$368,000
Client Since	2009
Client Contact Information	Elfi Collins General Manager Savanna Golf Club 3490 Crabapple Drive Port St. Lucie, FL 34952 T: 772.879.1316



Savanna Club Golf Course

Experience

Landscape Management and Improvements

Project Name	**Blue Cross Blue Shield of Florida**
Project Type	Premier Corporate Campus
Project Location	Jacksonville, FL

Project Scope

Blue Cross Blue Shield of Florida is comprised of three separate campuses in Jacksonville. The main corporate campus, which accommodates 6,500 employees, hosts eight buildings, a large lake, a reflecting pond and a class "A" athletic complex, which includes basketball and tennis courts, sand volleyball courts and Bermuda soccer fields.

Blue Cross Blue Shield of Florida requires impeccable landscape maintenance services and quick responsiveness for enhancement needs. As an example, BCBS required a new baseball field to be constructed on the corporate campus with little lead time. Austin Outdoor was able to construct the ball field on a moment's notice. Due to this flexibility and ability to respond quickly, BCBS of Florida has awarded Austin Outdoor with additional service areas and responsibilities.

Every Sunday for four hours, a property evaluation and drive thru is completed with senior level executives and Austin Outdoor's District Manager.







The Scope of Work

Due to the nature of working on a large corporate campus, landscape services must be completed during off peak hours and weekends. These services include high-level arborist care for 1173 large oaks, high-level and specialty irrigation maintenance, sports fields demands (painting, sand replenishment, detailed weeding programs, and specialty fertilization and pesticide programs. Additionally, the campus is constantly making major upgrades and requires professional landscape installation services.

Experience

Landscape Management and Improvements

AUSTIN OUTDOOR
a yellowstone landscape company

Project Name **Johns Creek Owners Association**

Project Location Johns Creek, GA

Project Type Mixed-Use Master Planned Community Landscape Maintenance

Project Scope

Johns Creek is a 1,900-acre master planned mixed use development that includes Class A office space, retail centers, and residential communities designed with a small town park setting as its inspiration.

The Johns Creek Owners Association's current landscape maintenance agreement with Austin Outdoor includes over 600,000 square feet of turf.

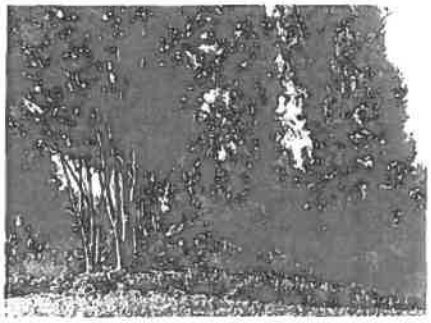
A 150 plus zone irrigation system pulls water from any of the five lakes located within the development.

Seasonal color rotations are performed twice per year under the current agreement and include over 7900 square feet of flowers.

The project, submitted with Austin Outdoor's work at Technology Park Atlanta, was awarded a PLANET Award of Excellence in 2013.









PLANET Award Winner
National Landscape Awards of Excellence
2013
RECOGNITION

Experience
Landscape Management

Project Type **Croquet Court**

Project Names Grand Haven
Palm Coast, Florida

Project Scope

Grand Haven has two immaculately maintained, tournament-regulation croquet courts that are home to the 40-plus member Grand Haven Croquet Club and hosts numerous tournaments. The croquet courts feature—

Bermuda turf that is cut 148 times a year at 4/16 to 5/16 of an inch

Turf that is fertilized monthly for a continuously green appearance

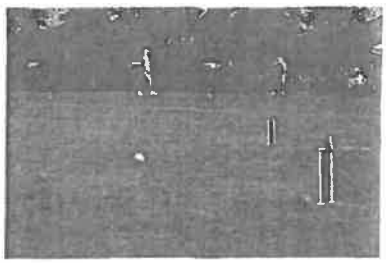
Turf that is aerified twice a year as well as verticutted and topdressed 10 times a year

Rolling twice a year to ensure the courts are flat

Palms, trees and shrubs that surround the courts for both privacy and an aesthetic appearance







POINT OF INTEREST
The Grand Haven croquet courts were home to the 2006 National Croquet Day hosted by the United States Croquet Association.

Experience
Landscape Management

Project Type	**Putting Course**
Project Name	The Club at Hammock Beach Palm Coast, Florida
Project Scope	The nine-hole putting course at The Club at Hammock, a 1,000-acre, AAA Four-Diamond resort community, features— The use of growth regulators and preventative fungicide programs to provide tournament-quality putting conditions equivalent to those of championship courses A lush landscape that surrounds the putting greens and includes a variety of palms, shrubs and annuals Paspalum turf, which is mowed three times a week Monthly fertilizing of the turf to provide a vibrantly green appearance Bi-weekly rotating of hole cups Weekly raking of sand traps







POINT OF INTEREST
Austin Outdoor was honored with two awards in 2008 for its landscape management work at The Club at Hammock Beach, which included recognition for its work on the putting course. The awards include the PLANET Environmental Improvement Grand Award (national) and FNGLA Award of Excellence (statewide).

Case Study

Specialty Landscape Management

AUSTIN OUTDOOR
a yellowstone landscape company

Project Name **Savanna Club**

Project Location Port St. Lucie, Florida

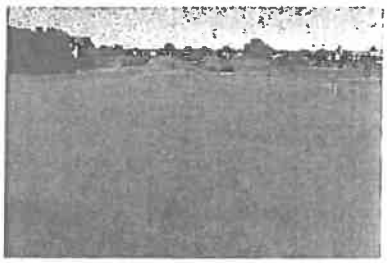
Project Type Golf Course

The Need The Savanna Club, an 18-hole golf course in South Florida, was working hard to manage the landscape on their golf course in-house. With changes in the area's economy and less golfers on their course, it was difficult to keep up with high-quality maintenance and budgetary goals.

The Solution The Savanna Club already had equipment and employees onsite, easing Austin Outdoor's transition for the course's employees, the ongoing maintenance of equipment, and the agronomic oversight of the landscape. Under Austin Outdoor's leadership, a proper horticultural plan was written and implemented and safety and training programs were established.

The Result The course is now in the best condition the community has experienced, while saving tens of thousands in operational costs. According to the General Manager, Elfi Collins, this is the first time the Savanna Club course has been consistently in good condition and operated in the black.







FROM THE CLIENT'S PERSPECTIVE

"I for one think the golf course is in the best condition I have ever experienced."

Marcia Richling
Golf Committee



Documents

Business Tax Receipt

The City of Ormond Beach

AUSTIN OUTDOOR
a yellowstone landscape company

Please Remember:

- to renew by September 30 every year to avoid penalties;
- to notify us if your business changes name, owner, and/or location;
- to provide us up-to-date State license information and/or insurance coverage (if required).

Thank you for doing business in Ormond Beach!

14-10640

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or blonline@ormondbeach.org

Fee: $25.00
Valid 6/04/14 - 9/30/14

Classification	Comments/Restrictions	Location / Phone
SPECIALTY CONTRACTOR		1 OUTSIDE CITY OF ORM BCH
IRRIGATION SPECIALTY CONTRACTOR		(386) 437-6211

AUSTIN OUTDOOR, LLC
P.O. BOX 849
BUNNELL FL 32110

BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so

Business Tax Receipt

Flagler County

AUSTIN OUTDOOR
a yellowstone landscape company

Flagler County Business Tax Receipt

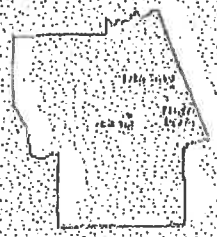
2013-14

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No. 3166

Business Type: LAWN CARE

Business Address: 3235 N STATE ST
BUNNELL FL 32110



AUSTIN OUTDOOR INC
AUSTIN OUTDOOR LLC
PO BOX 849
BUNNELL FL 32110

PAID: 0401146.0001 9/26/2013	$220.00
County	$76.00
CITY OF BUNNELL	$93.00
CITY OF BUNNELL FIRE INSP	$60.00
Penalty	$0.00

Valid until 9/30/2014

CITY OF BUNNELL
PO Box 756
Bunnell, FL 32110

386-437-7516
www.bunnellcity.us

CITY OF BUNNELL
FIRE INSP
PO Box 756
Bunnell, FL 32110
386-437-7516
www.bunnellcity.us

Flagler County Tax Collector
Suzanne Johnston
1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110
(386) 313-4160
www.flaglertax.com

Business Tax Receipt

The City of Daytona Beach

AUSTIN OUTDOOR
a yellowstone landscape company

THE CITY OF DAYTONA BEAC

BUSINESS TAX # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

AUSTIN OUTDOOR, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2014	VALID TO
10/01/2013	DATE PAID
$25.00	AMOUNT PAID

1210 LANDSCAPE GARDNER

AUSTIN OUTDOOR, LLC
P.O.BOX 849
BUNNELL, FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT

THE CITY OF DAYTONA BEAC

Receipt # WEB-08316

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

AUSTIN OUTDOOR, LLC
500 FENTRESS BLVD

1210	08/08/2013	LANDSCAPE GARDNER	25.00

BUSINESS TAX # BT-72325

Fees Paid: 25.00
Paid By: Dolores Mew

Date Paid: October 01, 2013
Pay Method: CREDIT 974347
Collected By: EPRS

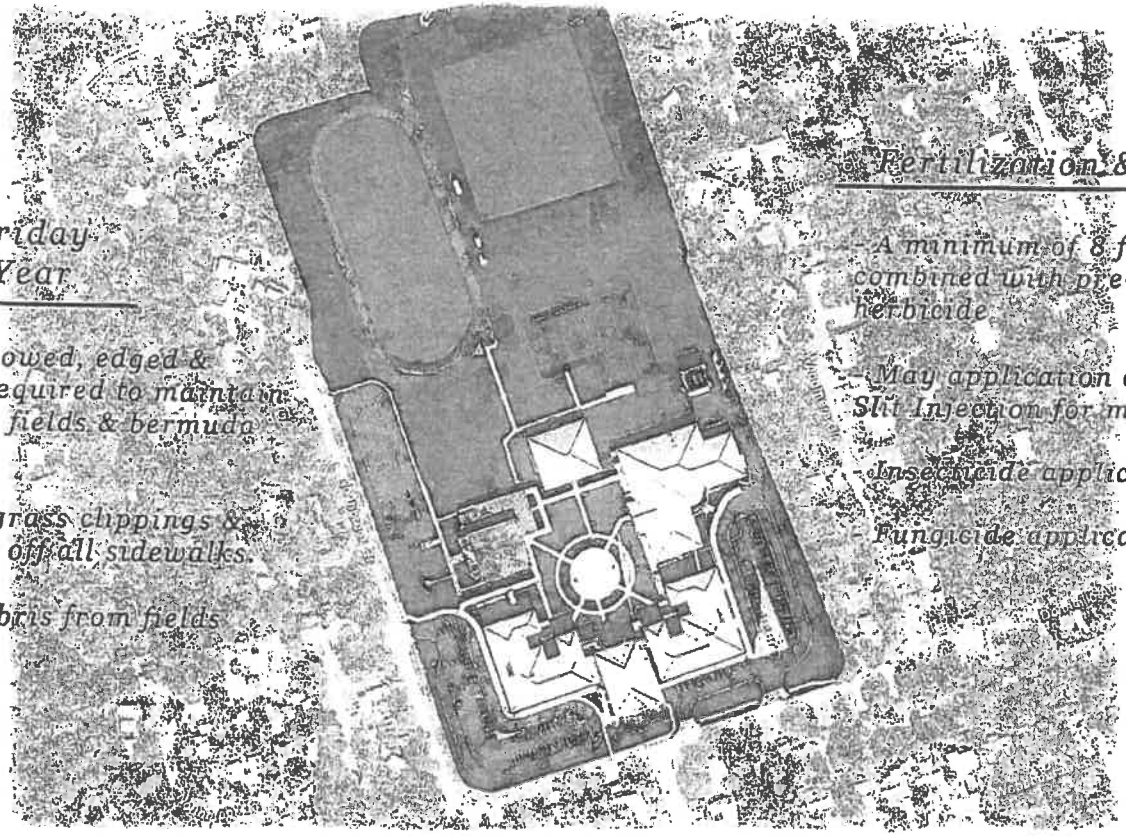
TAX RECEIPT

Chronology action: 10/11/2013 by GLO

Ormond Beach Middle School

Landscape Management Schedule

June, 2014



Monday - Friday 52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

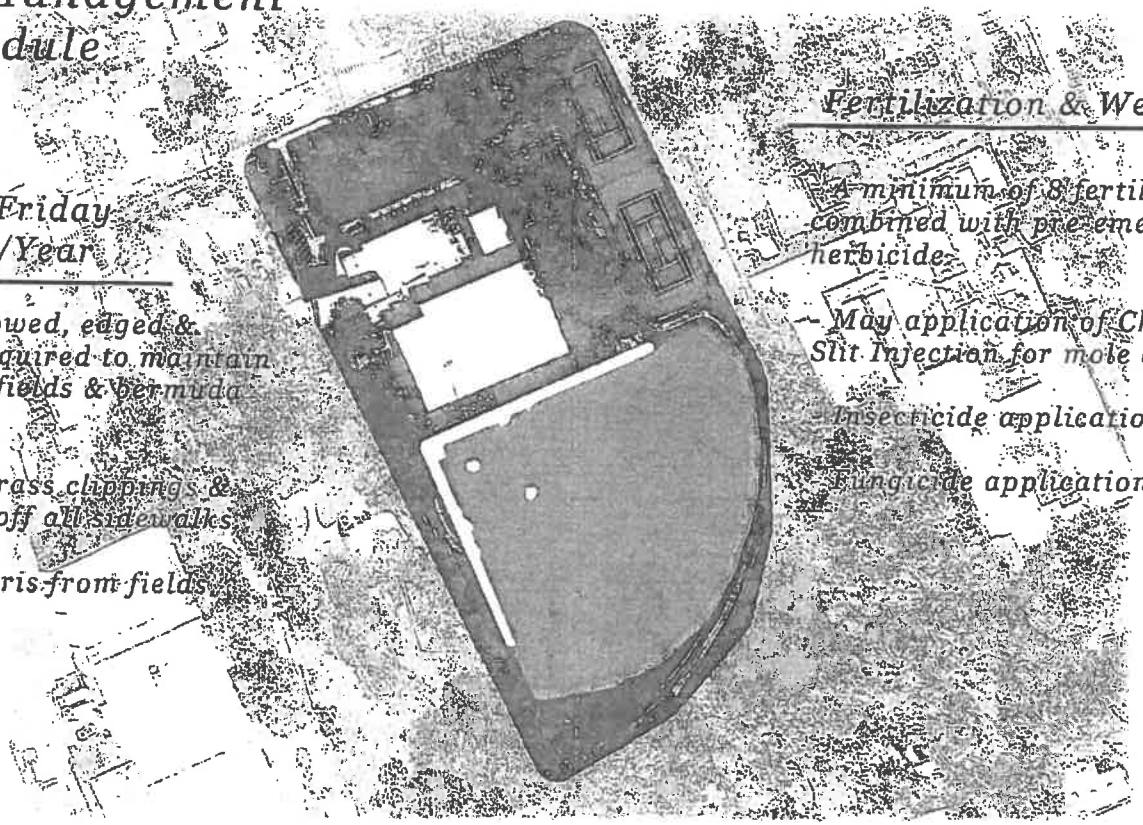
- Insecticide applications as required.

- Fungicide applications as required.

South Ormond Neighborhood Center

June, 2014

Landscape Management Schedule



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52 Weeks/Year

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- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.

Ormond Beach Sports Complex, (Airport)

June, 2014

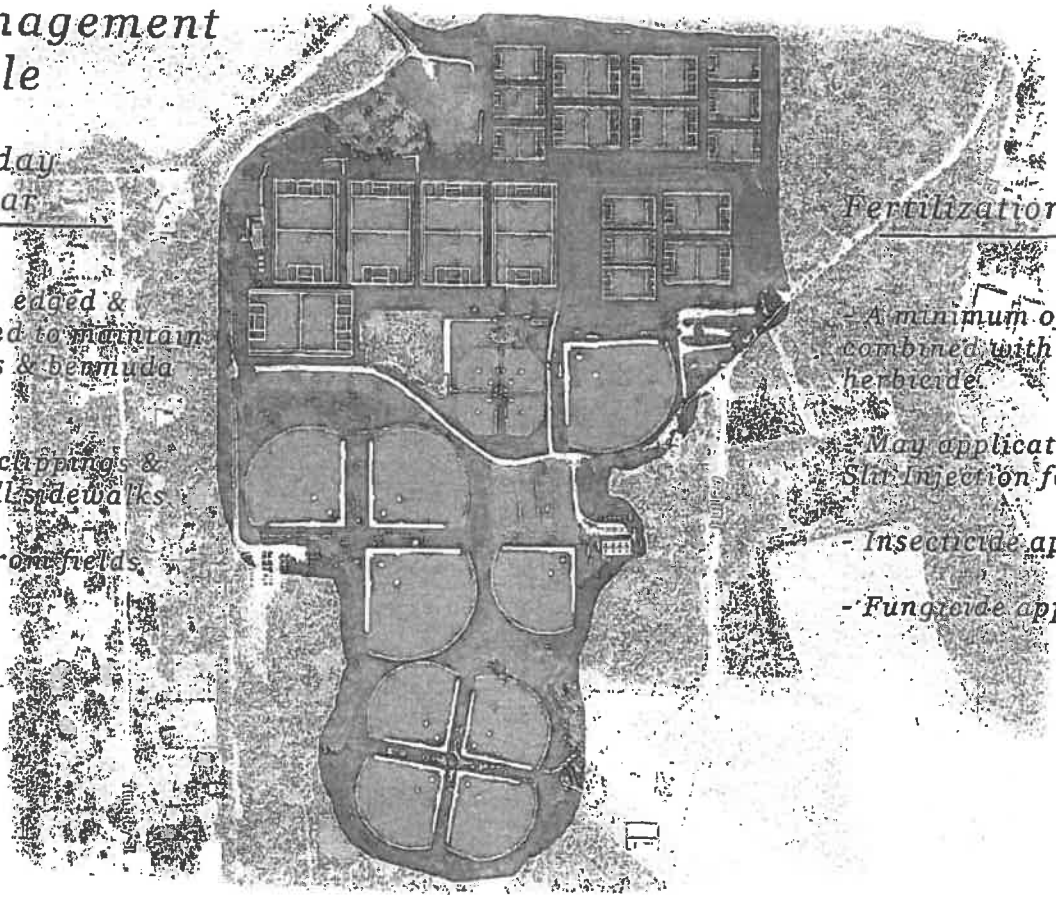
Landscape Management Schedule

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields daily.



Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

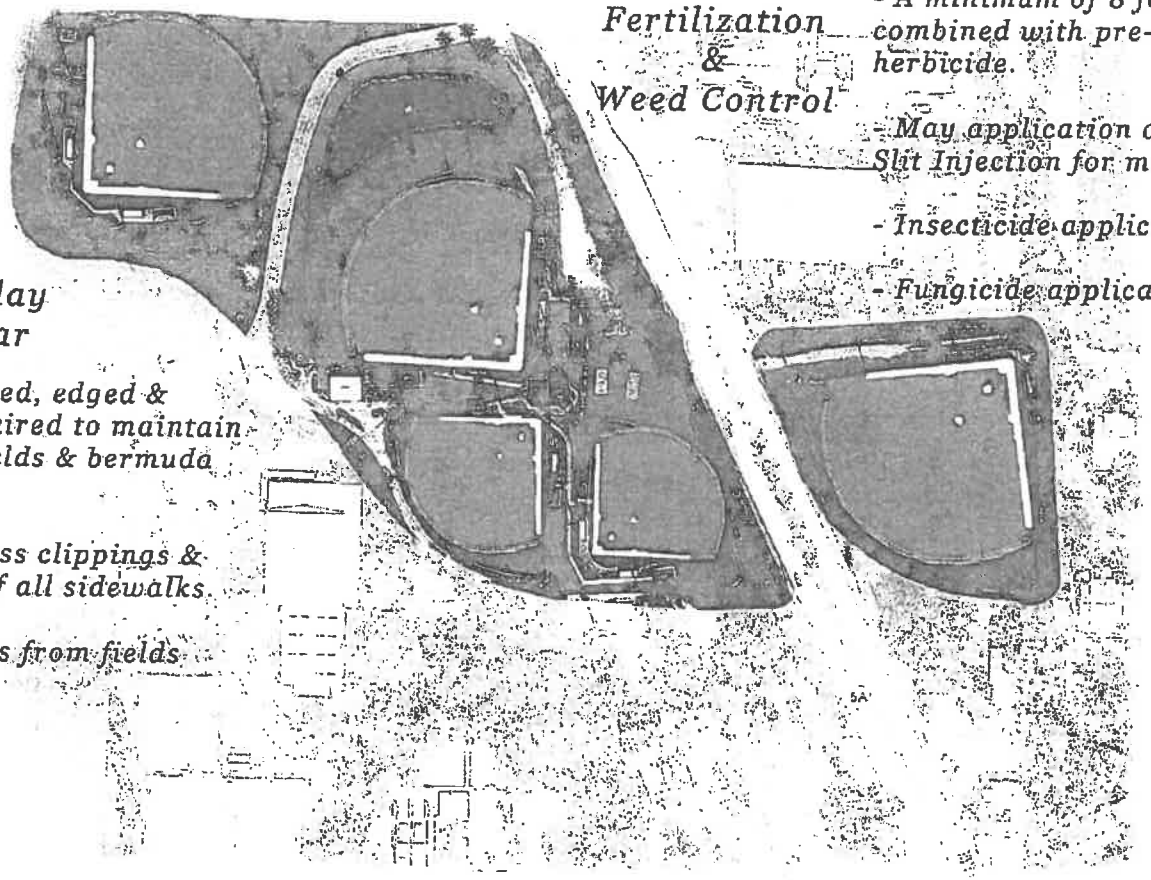
- Insecticide applications as required.

- Fungicide applications as required.

Nova Community Park

Landscape Management Schedule

June, 2014



Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields daily.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

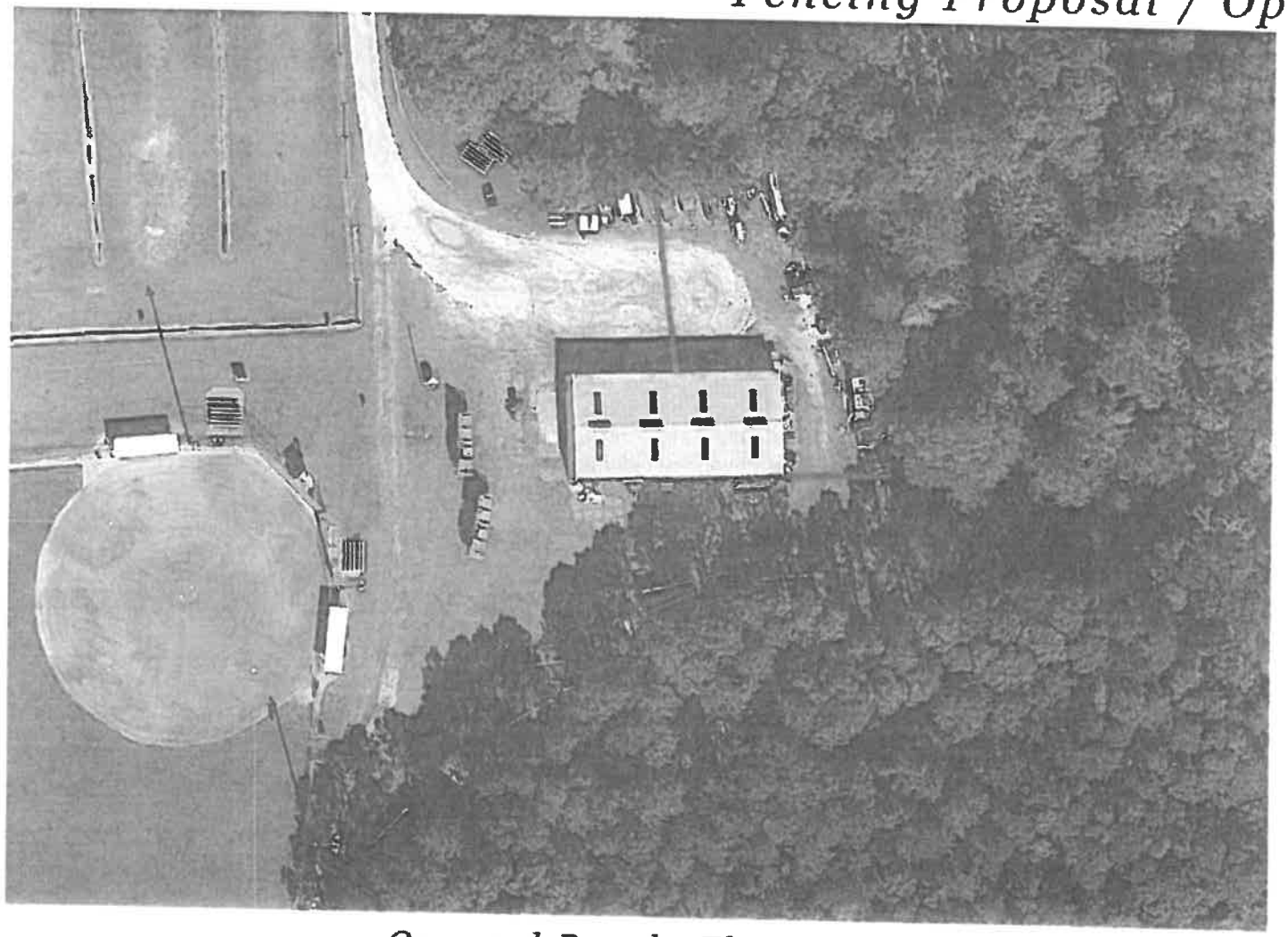
- Insecticide applications as required.

- Fungicide applications as required.

Equipment to be Purchased by Austin Outdoor

Equip. #	Description	Serial Number	Meter Reading	Bid Price
504	2012 TORO CART	312000191	0	$13,400
e 512	2013 TORO SPRAYER	313000129	0	incl
573	1990 JACOBSEN F-10	70502 2564	6,419	$5,155
E 523	1998 GOOSEN Verticutter VV-1	00232	0	$3,800
e 546	2005 JOHN DEERE 3225C	TC3225C020222	2,543	$7,510
e 560	2012 TORO Reel Master	312000204	652	$12,900
e 564	2011 TORO Reel Master	311000171	628	$12,000
e 565	2010 TORO Reel Master	310000177	1,910	$20,520
E 581	2011 TORO Z Master	310000250	1,345	$4,880
e 583	2009 JOHN DEERE Z TURN MOWER	TCZ850A020014	1,185	$3,400
e 595	2013 VICON SPREADER	21028	0	$900
E 648	1988 RYAN AERATOR 5443178810	128585	0	$750
561	1991 FORD TRACTOR	BC85297		$4,660
E 415	Turfco Topdresser	A90661	0	$6,300
				$96,175

Fencing Proposal / Option 1



Ormond Beach, Florida



Ormond Beach, Florida

Current state of contract

- March 17, 2015 – City Commission authorized through resolution No. 2015-79.
- Contract is going on 9th year of service.
- Original contract amount. $505,766.50
- (9) CPI adjustments totaling. $119,833.83
- (1) Contract Amendment (Top-Dressing). $40,000.00
- Current contract amount. $665,600.33

CPI adjustments

1. 2016, 1.00% = $ 5,057.64
2. 2017, 1.68% = $ 8,978.43
3. 2018, 2.87% = $16,066.33
4. 2019, 1.66% = $ 9,559.42
5. 2020, 0.64% = $ 3,746.74
6. 2021, 2.64% = $15,436.38
7. 2022, 4.00% = $24,184.46
8. 2023, 2.97% = $18,675.24
9. 2024, 2.80% = $18,129.19

Total: $119,833.83

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Intent to Bid - Fire Department Gear Washers and Dryers		
Summary:	The City intends to solicit bids for Fire Department Gear Washers and Dryers. The City was awarded a grant through the FEMA Assistance to Firefighters Grant to purchase 2 washers and dryers capable of laundering structural firefighting gear. This will complete the department's goal of having a gear washer and dryer at each fire station. It will also reduce the time required to place gear back in service after being soiled at emergency incidents. Additionally, it will reduce the exposure firefighters have to the carcinogens present in soiled gear from the need to transport the gear to other stations for laundering.		
Financial Impact:	The total project cose is in the amount of $37,478, with $34,070.90 being provided via federal funds. The city is obligated to contribute a 10% match of approximately $3407.10. This item was not included in the original budget; therefore, a budget amendment in Fund 317-Facilities Renewal and Replacement will be required.		
Citizen Impact:	This will reduce the exposure firefighters have to carcinogens by allowing gear to be cleaned more quickly. This could result in a lower rate of cancers among firefighters.		
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise for the solicitation of bids for Fire Department Gear Washers and Dryers, unless otherwise directed by the City Commission.		
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270		

Attachments:	1. AFG Award Package 2. AFG 2023 Grant Award EMW-2023-FG-02065 3. BID 2025-16 Washer Dryer	
Approval:	Kelly McGuire, Finance Director	11/22/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	11/22/2024
	Joyce Shanahan, City Manager	11/22/2024

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/11/2024

Loretta Moisio
CITY OF ORMOND BEACH
P.O. BOX 277
ORMOND BEACH, FL 32175

EMW-2023-FG-02065

Dear Loretta Moisio,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $34,070.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $3,407.10 for a total approved budget of $37,478.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF ORMOND BEACH
UEI-EFT: P7N5EWNDK217
DUNS number: 087320164
Award number: EMW-2023-FG-02065

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$37,478.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$34,070.90
Non-federal	$3,407.10
Total	$37,478.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

The PPE gear dryers will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	$10,284.00	$20,568.00	Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

The PPE gear washer/extractors will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	$8,455.00	$16,910.00	Equipment

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF ORMOND BEACH
UEI-EFT: P7N5EWNDK217
DUNS number: 087320164
Award number: EMW-2023-FG-02065

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 33	**Reporting Subawards and Executive Compensation** For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	**Universal Identifier and System of Award Management** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	**Applicability of DHS Standard Terms and Conditions to Tribes** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Award Performance Goals** FEMA will measure the recipient’s performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 49	**EHP Compliance Review Required** Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY23 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY23 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY23 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2023-FG-02065	N/A	596000398	AWARD	WX03513N2024T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF ORMOND BEACH 22 S BEACH ST ORMOND BEACH, FL 32174	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Loretta Moisio	3862120656	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
07/11/2024	OTHER - FEMA GO	COST SHARING	**Performance Period** 07/18/2024 to 07/17/2026 **Budget Period** 07/18/2024 to 07/17/2026

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	$0.00	$34,070.90	$34,070.90	$3,407.10
		Totals	$0.00	$34,070.90	$34,070.90	$3,407.10

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 07/11/2024

CITY OF ORMOND BEACH
GRANT AWARD

Program Title: FEMA - Assistance to Firefighters Grant Program 2023 Operations and Safety

Name of Agency(s) Administering Grant: Federal Emergency Management Agency (FEMA)

Contact Person/Phone:
Helpdesk 866-274-0960
FEMA Region IV: Vincent W. Ramm, Sr., Fire Program Specialist, 229-225-4965
Vincent.Rammsr@fema.dhs.gov

CFDA Number: 97.044

Grant Contract Number: EMW-2023-FG-02065

Grant Award Amount – Total Project $37,478.00
Federal $34,070.90 (90%)
Match $ 3,407.10(10%)

Method of Payment: Advances/Reimbursement

Grant Period: **Start Date:** **7/18/2024** **End Date:** **7/17/2026**

Programmatic Performance Reports: **1/30 (7/1-12/31); 7/30 (1/1-6/30)**
Due Dates: **1/30** **7/30**

Financial Status Reports:
FFR 1/30 (7/31-12/31) (SF425)
FFR 7/30 (1/1-6/30) (SF425)
Final Report: Financial and Performance due by **10/15/2026** (within 90 days after end of POP)

General Purpose of Grant: PPE Washer/Extractor/Dryer

- **Extractors – 2 @ $10,284.00 = $20,568.00 (Stations 91 & 94)**
- **Dryers – 2 @ $8,455.00 = $16,910.00 (Stations 91 & 94)**

Department to Benefit from Grant: Fire Department
City Resolution Number: 2024-31 (3/5/2024 submit/accept)
City of OB Project Number: 301283
Project Management Department: Fire Department
Project Manager: Nate Quartier, Deputy Fire Chief
Travis Taft, Captain

CLOSEOUT _____

8/2/2024 – Environmental and Historic Preservation Screening Form (EHP) Submitted

8/5/2024

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: Washer / Dryer

BID NUMBER: 2025-16

BID OPENING DATE & TIME: January 7, 2025 @ 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: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Washer / Dryer
Bid No. 2025-16

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, Robert Hart, by e-mailing rob.hart@ormondbeach.org. Questions will be accepted until December 20, 2025 at 4:00 PM.

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 term of this agreement shall not extend beyond this singular bid process.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit a bid for the turnout gear washer and dryers listed on the bid schedule. The vendor will also be the point of contact between the City of Ormond Beach and the manufacturer on any installation and/or programming requests, warranty items, manufacturer defects, or routine repair work that is needed over the lifetime of the appliances.

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.

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).

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

Washer / Dryer
Bid No. 2025-16

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

Washer / Dryer
Bid No. 2025-16

BID RESPONSE FORM

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

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

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ EMAIL: _____

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

TITLE: _____

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

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

City of Ormond Beach

Dual Compliance Gear
Bid No. 2025-14

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

BID SCHEDULE

Item	Description	Quantity	Unit Price	Total Price
Washer	Circul-Air Soft Mount Extractor 35 lb/6 pieces of gear - Pre-programmed to NFPA 1851 standards; includes SEKO 2 line dosing pump pre-wired to extractor; 1 one-gallon bottle of CitroSqueeze	2		
Dryer	Circul-Air Portable Turnout Gear Dryer – 6 position SKU: PORT-6	1		
Dryer	Circul-Air Portable Turnout Gear Dryer – 4 position SKU: PORT-4	1		

TOTAL BID FOR CONTRACT **$**_____

(Figures)

_____

(Words)

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Fire Chief or designee shall be the sole judge of the quality and interoperability of alternate products proposed and their decision will be final.

City of Ormond Beach

Washer / Dryer
Bid No. 2025-16

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

Local Vendor Affidavit of Eligibility

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

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

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____Fax Number: _____

Owner's Name: _____Signature: _____

Sworn to before me this _____day of _____

Notary Public for the State of _____My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____Date: _____

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

Registration Requirements

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

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

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

State Certified/Registered Contractors

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

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

Insurance Requirements

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for

personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or

death of Contractor’s employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile

Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed $25,000 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.

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.N

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 - Liquid Carbon Dioxide for the Water Treatment Plant		
Summary:	Under existing policy, the project manager is required to provide a copy of all in-house prepared bid documents for City Commission review prior to the advertisement for the proposed services. Specifications define product criteria, estimated annual quantities for use and pertinent delivery conditions and locations. The bid advertisement is scheduled for December 8, 2024, with a receipt of bids on January 7, 2025. Upon receipt of bids, City staff will conduct an evaluation of the bids to determine the lowest and most responsive vendor. Upon staff determination of the lowest responsive bidder, a recommendation for award will be provided to the City Commission.		
Financial Impact:	The bid award will reflect the vendor provided unit pricing for the desired unit of measure for each of the chemicals listed. Funding for annual water and wastewater treatment plant chemical costs is contained in Fund 401-Water and Wastewater Operating Fund and is estimated at $800,000 for Fiscal Year 2024-2025.		
Citizen Impact:	The public advertisement and eventual award of services to the most responsive bidder insures vendors supplying essential products that meet the City's qualifications standards and pricing obtained is competitively based.		
Recommended Action (Staff, Advisory Board and/or Other):	This item serves as public notification of the intent to utilize the aforementioned and attached bid documents for advertisement and the eventual award for pertinent chemical provision and delivery. No action is required by the City Commission at this time. Subsequent action will be requested in the future for recommendation of bid award to the lowest most responsive vendor as determined upon review of bids received as a result of this bid advertisement.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. BID 2025-15 signed approval form 2. Liquid Carbon Dioxide	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	11/22/2024 11/22/2024 11/22/2024

City of Ormond Beach
BID REQUEST/APPROVAL FORM

City Ordinance requires written approval of a bid request prior to issuing an Invitation to Bid.

BID TITLE: Liquid Carbon Dioxide

BID NUMBER:

ADOPTED BUDGET: $

REQUESTED COMMISSION DISPOSITION DATE: 12/3/2024

REQUESTED ADVERTISEMENT DATE: 12/8/2024

REQUESTED BID OPENING DATE: 1/7/2025

REQUESTED PRE-BID MEETING DATE:

COMMENTS:

Approved by (Project Manager): _____ **Date:** 10/15/24

Approved by (Department/Division Head): _____ **Date:** 10/15/24

Approved by (Finance Director): _____ **Date:** 10/15/2024

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: Liquid Carbon Dioxide

Bid Number: 2025-15

Bid Opening Date & Time: 1/7/2025 @ 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 or SS Number: _____

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.

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 not 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

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

Liquid Carbon Dioxide

BID 2025-15

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

Liquid Carbon Dioxide

BID 2025-15

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

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:** _____

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

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 $25,0000 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.

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

Liquid Carbon Dioxide

BID 2025-15

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

Liquid Carbon Dioxide

BID 2025-15

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.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years** and will be automatically renewed for one additional **one (1) year** period 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 invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

• minimum purity:	99.5%
• water:	< 200 ppm
• nonvolatile residues:	< 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Liquid Carbon Dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	**pound**	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (*hereinafter called Principal*) and

_____

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____

_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

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

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

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

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____
(SEAL)

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance – Other		
Department:	City Manager		
Subject:	2025 Travel Approval for City Commission, City Manager & City Attorney		
Summary:	Members of the City Commission, the City Manager and the City Attorney attend various conferences and events throughout the year. It is proposed the City Commission consider approving this travel list should they wish to attend any of the conferences/events listed.		
Financial Impact:	Travel for the City Commission, City Manager and City Attorney are budgeted items.		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	It is respectfully requested the City Commission approve the travel of the City Commission, City Manager, and City Attorney, should they decide to attend any of the conferences/events listed.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Approval of Travel for City Commission and City Manager for 2025		
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley, Assistant City Manager 11/21/2024 Joyce Shanahan, City Manager 11/22/2024		

It is proposed that the City Commission consider approving this travel should any of them wish to attend any of the following:

Conference/Event	Location	Dates
Florida League of Cities (FLC) Board of Directors Meetings	TBD	TBD
Florida League of Cities (FLC) Policy Committee Meetings	TBD	TBD
Volusia Days	Tallahassee, FL	TBD
Florida City & County Management Association (FCCMA) Winter Institute	Clearwater Beach, FL	January 30-31, 2025
Commission to Florida Law Enforcement Accreditation	St. Augustine, FL Orlando, FL Ft. Myers, FL	February 17-21, 2025 June 16-20, 2025 October 19-24, 2025
National League of Cities (NLC) Congressional City Conference	Washington, D.C.	March 10-12, 2025
Florida League of Cities (FLC) Legislative Action Days	Tallahassee, FL	March 25-26, 2025
Florida League of Cities (FLC) IEMO I	TBD	TBD
Florida League of Cities (FLC) IEMO II	TBD	TBD
Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly In	Washington, D.C.	TBD
2025 Police Unity Tour	Northern, NJ to D.C.	May 8 -13, 2025
Governor's Hurricane Conference	West Palm Beach, FL	May 14-16, 2025
Florida City and County Management Association (FCCMA) Annual Conference	Orlando, FL	May 28-May 31, 2025
Florida Municipal Attorney's Association Conference	Held in Florida; location varies	TBD (usually held in July)
Florida League of Cities (FLC) Annual Conference	Orlando, FL	August 14-16, 2025
International City/County Management Association (ICMA) Annual Conference	Tampa/Hillsborough County, FL	October 25-29, 2025
ICMA Credentialing Advisory Board Annual Meeting	Washington, D.C.	TBD (usually held during the first week in Dec.)
Florida League of Cities (FLC) Legislative Conference	Kissimmee, FL	November/December
National League of Cities (NLC) Summit	TBD	November/December
The Florida Shores and Beach Preservation Association	TBD	September/October

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 8.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, December 2024		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - September 2024 2. Capital Improvements Projects, Status Report - November 2024 3. Economic Development Report - November 2024 4. Development Activity Report - October 2024 5. Building Permit Activity - October 2024		
Approval:	Kelly McGuire, Finance Director 11/18/2024 Claire Whitley, Assistant City Manager 11/18/2024 Joyce Shanahan, City Manager 11/20/2024		

Preliminary Monthly Financial Status Report
September 2024

(This is a preliminary report for September 2024. The final period of fiscal year 2024 is September and closing entries will be made to this period until the financial records are closed. Prior year financial records are closed February each year when the auditing firm present their findings to the City Commission)

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 100% benchmark is favorable, while expenses at or below the 100% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	43,461,840	41,399,807	95%	44,907,105	103%
104 - Community Redevelopment	1,609,825	1,777,580	110%	982,312	61%
106 - Ormond Crossing	329,996	336,480	102%	-	0%
107 - Stormwater	4,478,430	2,839,808	63%	2,074,744	46%
108 - Airport	2,725,948	706,346	26%	492,091	18%
109 - Local Law Enforcement Trust Fund	-	168,813	0%	-	0%
110 - Economic Development Fund	-	18,151	0%	647,923	0%
115 - Recreation Facility Fee	57,225	61,532	108%	89,843	157%
205 - Financing Debt Service	803,545	333,000	41%	212,456	26%
211 - Debt Service 2005 CIP Note	162,000	156,996	97%	156,545	97%
220 - Debt Service GOB 2010	392,114	390,314	100%	360,448	92%
301 - General Capital Improvement	1,614,840	4,151,173	257%	3,562,626	221%
302 - General Equipment & Vehicle	290,000	237,696	82%	199,857	69%
305 - Public Safety Vehicle & Equip	2,455,000	990,438	40%	640,617	26%
308 - Transportation	2,121,284	1,675,799	79%	3,851,707	182%
310 - Recreation Impact Fee	100,000	331,472	331%	-	0%
316 - Local Roads Impact Fee	50,000	584,815	1170%	-	0%
317 - Facilities Renewal & Replacement	808,736	990,789	123%	1,000,179	124%
318 - Stormwater Impact Fee	50,000	33,620	67%	-	0%
319- Police Impact Fees	-	33,297	0%	-	0%
320- Fire Impact Fees	-	41,342	0%	-	0%
322 - Leisure Services Capital Fund	1,149,749	886,934	77%	394,637	34%
401 - Water/Wastewater Operating Fund	24,006,719	23,323,376	97%	24,323,182	101%
408 - Water/Wastewater E&V Fund	250,000	285,927	114%	-	0%
409 - Water/Wastewater Capital	7,000,000	3,595,210	51%	4,344,636	62%
414 - Water/Wastewater Consolidated Debt	5,209,000	4,209,000	81%	4,330,532	83%
433 - Reuse Impact Fee Fund	-	29,983	0%	16,851	0%
434 - Water Impact Fee	2,772,500	786,206	28%	103,899	4%
435 - Wastewater Impact Fee	675,000	1,267,445	188%	152,925	23%
446 - 2024 W&S Bond Projects	13,000,000	13,028,362	100%	56,150	0%
460 - Solid Waste	13,285,500	15,475,017	116%	11,642,221	88%
502 - Workers Compensation	806,612	835,423	104%	790,682	98%
504 - General Liability	2,455,253	3,141,756	128%	3,532,471	144%
Total	**$ 133,121,116**	**$ 124,123,908**	**93%**	**$ 108,866,639**	**82%**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at $16 million and is based on the taxable value ($4.6 billion) and the General Fund operating millage (3.761). Actuals to date are $15.9 million of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected $4.9 million

Communication Taxes – Communication service taxes collected as of September 2024 are $1.5 million.

Business Tax –Business tax collections amounted to $206,465. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through September 2024 are $4.89 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through September 2024, the City received a total of $4.85 million in this category. This category was impacted by the COVID Pandemic in previous years.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received $1.1 in this category through September.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $61,068 as of September 2024.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $2.2 million

Transfers In –Transfers have been recorded in the amount of $5.7 million.

General Fund Revenues - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Property Tax	$ 16,188,466	$ 15,927,585	$ 260,881	98.4%	$ 14,382,874	$ 1,544,711	10.74%
Utility Taxes	4,585,000	4,946,517	(361,517)	107.9%	4,277,826	668,691	15.63%
Receipts	1,700,000	1,509,753	190,247	88.8%	1,438,193	71,560	4.98%
Business Tax	283,500	206,465	77,035	72.8%	233,219	(26,754)	-11.47%
Licenses, Permits & Fees	5,184,350	4,892,680	291,670	94.4%	4,201,669	691,011	16.45%
Intergovernmental	5,256,300	4,850,455	405,845	92.3%	5,040,655	(190,200)	-3.77%
Charges for Services	858,138	1,088,471	(230,333)	126.8%	1,076,752	11,719	1.09%
Fines & Forfeitures	73,000	61,068	11,932	83.7%	63,681	(2,613)	-4.10%
Miscellaneous Revenues	3,553,765	2,207,501	1,346,264	62.1%	2,185,803	21,698	0.99%
Transfers In	5,709,321	5,709,312	9	100.0%	4,779,108	930,204	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	$ 43,461,840	$ 41,399,807	$ 2,062,033	95.3%	$ 37,679,780	$ 3,720,027	9.9%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
NOVA Sports Field Reconstruction	$70,000.00	9/20/2023	Original Budget
Downtown Community Center Design	$783,059.00		
OBSC LED Softball Quad Lighting (add'l funds)	$53,000.00	5/7/2024	Res No. 2024-70
Nova Fields 2-5 (add'l funds)	$44,000.00	5/7/2024	Res No. 2024-71
OBSC Lease True- up	$340,000.00	5/14 workshop	

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $28.2 million of the General Fund gross budget. Expenditures through September 2024 were $28.86 million.

Operating Expenditures - This category includes $13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through September 2024, $14.1 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $201,000. $140,602.42 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $1.7 million with $1.78 made through September 2024.

General Fund Expenditures - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
City Commission	$ 398,297	$ 385,363	$ 12,934	96.8%	$ 405,832	$ (20,470)	-5.04%
City Administration	766,686	911,512	(144,826)	118.9%	706,617	204,895	29.00%
Support Services	436,052	430,484	5,568	98.7%	427,518	2,967	0.69%
City Attorney	897,617	1,397,918	(500,301)	155.7%	866,815	531,103	61.27%
Legislation & Policy	2,498,652	3,125,277	(626,625)	125.1%	2,406,783	718,495	29.85%
Finance	1,126,785	1,144,957	(18,172)	101.6%	1,055,150	89,808	8.51%
Information Technology	1,661,794	2,142,765	(480,971)	128.9%	1,081,943	1,060,822	98.05%
Human Resources	610,162	593,818	16,344	97.3%	590,585	3,232	0.55%
Planning	815,894	782,053	33,841	95.9%	694,355	87,698	12.63%
Building Inspections	1,208,177	1,316,663	(108,486)	109.0%	1,080,892	235,771	21.81%
Police Administration	1,197,397	1,173,601	23,796	98.0%	916,066	257,535	28.11%
Police Operations	7,508,510	7,831,929	(323,419)	104.3%	6,737,107	1,094,823	16.25%
Community Outreach	620,646	554,230	66,416	89.3%	552,389	1,841	0.33%
Criminal Investigations	1,527,310	1,554,780	(27,470)	101.8%	1,295,313	259,467	20.03%
Community Services	444,250	454,423	(10,173)	102.3%	420,794	33,629	7.99%
Records	193,324	186,523	6,801	96.5%	157,993	28,530	18.06%
Neighborhood Impr.	496,897	381,477	115,420	76.8%	410,092	(28,615)	-6.98%
Police	11,988,334	12,136,963	(148,629)	101.2%	10,489,754	1,647,209	15.70%
Fire	7,363,742	7,684,805	(321,063)	104.4%	6,947,595	737,210	10.61%
Streets	2,622,263	2,392,138	230,125	91.2%	2,291,920	100,219	4.37%
Engineering	1,251,822	1,207,464	44,358	96.5%	1,108,995	98,470	8.88%
Fleet	1,823,290	1,788,485	34,805	98.1%	1,858,542	(70,057)	-3.77%
Public Works	5,697,375	5,388,087	309,288	94.6%	5,259,456	128,631	2.45%
Economic Development	410,971	351,866	59,105	85.6%	376,712	(24,846)	-6.60%
Building Maintenance	937,759	996,404	(58,645)	106.3%	983,919	12,485	1.27%
Administration	819,430	786,894	32,536	96.0%	657,710	129,184	19.64%
Nova Recreation	376,439	428,140	(51,701)	113.7%	389,370	38,770	9.96%
S. Ormond Neigh. Center	384,201	438,890	(54,689)	114.2%	377,222	61,668	16.35%
Athletic Fields Mnt.	1,657,484	1,662,143	(4,659)	100.3%	1,375,482	286,661	20.84%
Parks	2,650,336	2,738,728	(88,392)	103.3%	2,326,994	411,733	17.69%
Environmental Learning	205,132	226,467	(21,335)	110.4%	206,078	20,389	9.89%
The Casements	389,713	446,781	(57,068)	114.6%	330,440	116,341	35.21%
Performing Arts Center	299,738	336,534	(36,796)	112.3%	295,475	41,059	13.90%
Senior Center	118,154	85,497	32,657	72.4%	89,598	(4,101)	-4.58%
Community Events	246,067	226,580	19,487	92.1%	212,916	13,664	6.42%
Leisure Services	8,084,453	8,373,057	(288,604)	103.6%	7,245,203	1,127,854	15.57%
Grants & Aid*	91,528	84,257	7,271	92.1%	90,007	(5,750)	-6.39%
Transfers	1,718,073	1,782,536	(64,463)	103.8%	2,246,328	(463,792)	-20.65%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	$ 43,461,840	$44,907,105	$ (1,445,265)	103.3%	$39,564,763	$ 5,342,342	13.50%

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to $1.61 million consisting of $653,000 in transfers into this fund. $1.77 million has been received as of September 2024. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of $982,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	956,586	906,892	49,694	94.8%	951,005	(44,113)	-4.6%
Miscellaneous	500	147,948	(147,448)	29589.7%	65,755	82,193	125.0%
Transfers In	652,739	722,740	(70,001)	110.7%	525,540	197,200	37.5%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,609,825	$ 1,777,580	$ (167,755)	110.4%	$ 1,542,300	$ 235,280	15.26%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Planning	$ 131,050	$ 78,350	$ 52,700	59.8%	$ 70,514	$ 7,836	11.1%
Public Works	86,976	528,203	(441,227)	607.3%	39,032	489,172	1253.3%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	375,759	(111,259)	142.1%	194,253	181,506	93.4%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	$ 1,609,825	$ 982,312	$ 627,513	61.0%	$ 303,799	$ 678,514	223.34%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.58 million with $2.6 million received through September 2024 along with $225,000 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is $4.5 million with $1.9 million spent to date.

Stormwater Fund Revenues - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	2,615,223	(40,223)	101.6%	2,595,687	19,536	0.75%
Miscellaneous	50,000	224,585	(174,585)	449.2%	116,163	108,422	93.34%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	$ 4,478,430	$ 2,839,808	$ 1,638,622	63.4%	$ 2,711,850	$ 127,959	4.72%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Maintenance	4,031,830	1,820,752	2,211,078	45.2%	1,866,557	(45,805)	-2.45%
Engineering Support	$ 192,607		$ 192,607	0.0%		$ -	0.00%
Transfers Out	253,993	253,992	1	100.0%	221,640	32,352	14.60%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 4,478,430	$ 2,074,744	$ 2,403,686	46.3%	$ 2,088,197	$ (13,453)	-0.64%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $22.2 million with $22.75 million collected year to date. The revenue also includes $461,792 budgeted for transfers, of which $461,796 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $24 million with $24.3 million expended to date. This total also includes $10.9 million in expected transfers, of which $10.9 million have been expensed in as of September.

Water/Wastewater Fund Revenues - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 22,187,000	$ 22,751,147	$ (564,147)	102.5%	$ 21,351,735	$ 1,399,412	6.55%
Miscellaneous	60,000	87,451	(27,451)	145.8%	84,451	2,999	0.00%
Transfers In	461,792	461,796	(4)	100.0%	425,892	35,904	8.43%
Intergovernmental	-	22,982	-	0.0%	-	22,982	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	$ 24,006,719	$ 23,323,376	$ 706,325	97.2%	$ 21,862,078	$ 1,461,298	6.68%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Utility Billing	$ 1,869,278	$ 1,734,951	$ 134,327	92.8%	$ 1,767,236	$ (32,285)	-1.83%
Water Production	4,323,844	4,613,923	(290,079)	106.7%	3,800,306	813,617	21.41%
Water Distribution	1,581,713	1,635,557	(53,844)	103.4%	1,440,039	195,518	13.58%
Wastewater Treatment	3,728,573	3,828,198	(99,625)	102.7%	3,423,864	404,334	11.81%
Wastewater Collection	1,577,833	1,563,670	14,163	99.1%	1,291,713	271,957	21.05%
W&S Engineering	-	21,399	(21,399)		-	-	
Transfers Out	10,925,478	10,925,484	(6)	100.0%	11,355,168	(429,684)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 24,006,719	$ 24,323,182	$ (316,463)	101.3%	$ 23,078,326	$ 1,223,457	5.30%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $15.5 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are $13.3 million. $11.6 million has been expended as of September. Year to year variance due to Hurricane Ian.

Solid Waste Fund Revenues - September 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Franchise Fees	$ 2,394,500	$ 1,838,511	$ 555,989	76.8%	$ 2,131,218	$ (292,707)	-13.73%
User Fees	10,890,000	11,524,501	$ (634,501)	105.8%	8,680,509	2,843,992	32.76%
Miscellaneous	1,000	61,245	$ (60,245)	6124.5%	(13,807)	75,052	-543.57%
Intergovernmental	-	2,050,761	$ (2,050,761)	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,285,500	$ 15,475,017	$ (2,189,517)	116.5%	$ 10,797,919	$ 2,626,337	24.32%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Collection & Disposal	$ 9,816,266	$ 8,663,079	$ 1,153,187	88.3%	$ 10,652,569	$ (1,989,490)	-18.68%
Recycling	1,482,796	1,269,670	213,126	85.6%	1,181,189	88,482	7.49%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	1,709,472	8	100.0%	1,343,964	365,508	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	$ 13,285,500	$ 11,642,221	$ 1,643,279	87.6%	$ 13,177,722	$ (1,535,501)	-11.65%

CIP Status Report as of November 14, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	95%		$ 203,000	$ 202,155	92%
		Construction	0%		$ 865,000		
		Total			$ 1,068,000	$ 202,155	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	15%		$ 100,000	$ 991,928	8%
		Total			$ 120,000	$ 1,019,428	
Downtown Sidewalk Banding		Design/Bidding	100%				
		Construction	0%				
		Total					
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%				
		Construction	0%			$ 2,118,530	0%
		Total			$ -	$ 2,118,530	
Stormwater In-Line Check Valves - EMC Divers	SJRWMD	Design/Bidding	100%			In-House	
		Construction	25%			$ 301,833	0%
		Total			$ -	$ 301,833	
FY 24/25 Stornwater Construction - Ormond Shores Park SW Pond Repair		Design/Bidding	30%			In-House	
		Construction	0%				
		Total			$ -	$ -	
OBSC SW Pond Expansion		Design/Bidding	30%		$ 64,500	$ 62,880	0%
		Construction	0%				
		Total			$ 64,500	$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			$ -	$ -	
Fund 108 - Airport							
Crosswind Business Park-Zev Cohen & Upham	FDOT	Design/Bidding	10%		$ -	$ 211,570	5%
		Construction	0%				
		Total			$ -	$ 211,570	
Fund 110 - Economic Development							
Runway Drive Ph II - JD Weber Construction	FL Commerce & FDOT	Design/Bidding	100%		$ 195,000	$ 104,695	100%
		Construction	40%		$ 1,112,000	$ 2,855,055	39%
		Total			$ 1,307,000	$ 2,959,750	

CIP Status Report as of November 14, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 301 - General Fund							
PD HVAC Upgrades - General Mechanical		Design/Bidding	100%	7/19/2022	$ 37,000	$ 37,416	86%
		Construction	95%		$ 225,000	$ 598,596	93%
		Total			$ 262,000	$ 636,012	
PAC Fire Damage Repairs (Insurance Proceeds) - Bomar Construction		Design/Bidding	100%			In-House	
		Construction	85%			$ 626,297	84%
		Total			$ -	$ 626,297	
Military Blvd Sidewalk	CDBG	Design/Bidding	2%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Division Avenue Sidewalk-North Side	CDBG	Design/Bidding	2%			In-House	
		Construction	0%				
		Total			$ -	$ -	
Fund 317 - Facility R & R Fund							
2024 Parking Restoration (shell lots) - Crosswinds Site Development		Design/Bidding	100%			In-House	
		Construction	100%		$ 51,000	$ 24,600	100%
		Total			$ 51,000	$ 24,600	
Central Park 1 Playground Equipment Replacement - KorKat		Design/Bidding	100%			In-House	
		Construction	0%		$ 40,000	$ 39,997	0%
		Total			$ 40,000		
Fund 322 - Leisure Services Capital Fund							
OBSC LED Softball Quad Lighting - AM Weigel Construction	ECHO	Design/Bidding	100%		$ -	In-House	
		Construction	90%		$ 800,000	$ 907,459	1%
		Total			$ 800,000	$ 907,459	
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	20%			$ 255,745	0%
		Total			$ -	$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		$ 136,000	$ 135,642	100%
		Construction	70%		$ 2,000,000	$ 1,068,700	59%
		Total			$ 2,136,000	$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	$ 200,000	$ 199,872	90%
		Construction	45%		$ 2,600,000	$ 2,503,478	37%
		Total			$ 2,800,000	$ 2,703,350	
SR40 WM Loop with FM Addition	FDEP	Design/Bidding	100%		$ 75,000	$ 104,275	100%
		Construction	0%		$ 6,205,000	$ 4,525,370	0%
		Total			$ 6,280,000	$ 4,629,645	
A1A Utility Relocation		Design/Bidding	100%			In-House	
		Construction	0%		$ -	$ 530,000	0%
		Total			$ -	$ 530,000	

CIP Status Report as of November 14, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	80%			In-House	
		Construction	0%				
		Total					
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	95%		$ 300,000	$ 292,964	93%
		Construction	0%		$ 1,300,000		
		Total			$ 1,600,000	$ 292,964	
Halifax River Utility Crossing		Design/Bidding	0%		$ 480,000	$ 438,614	0%
		Construction	0%		$ 5,680,000		
		Total			$ 6,160,000	$ 438,614	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	10%		$ 160,000	$ 148,079	7%
		Construction	0%		$ 1,440,000		0%
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	100%		$ 270,000	$ 272,800	95%
		Construction	0%		$ 2,430,000	$ 6,904,700	0%
		Total			$ 2,700,000	$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-ARBP Seawall		Design/Bidding	95%			$ 93,965	90%
		Construction	0%		$ -		
		Total			$ -	$ 93,965	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining		Design/Bidding	100%			In-House	
		Construction	0%		$ 950,000	$ 575,150	0%
		Total			$ 950,000	$ 575,150	
Annual Projects Fund 308 - Transportation							
2024 Roadway Resurfacing - Masci General Contractor		Design/Bidding	100%			In-House	
		Construction	95%		$ 750,000	$ 791,358	93%
		Total			$ 750,000	$ 791,358	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	85%		$ 165,000	$ 164,612	81%
		Construction	0%				
		Total			$ 165,000	$ 164,612	

Economic Development Monthly Report

November, 2024

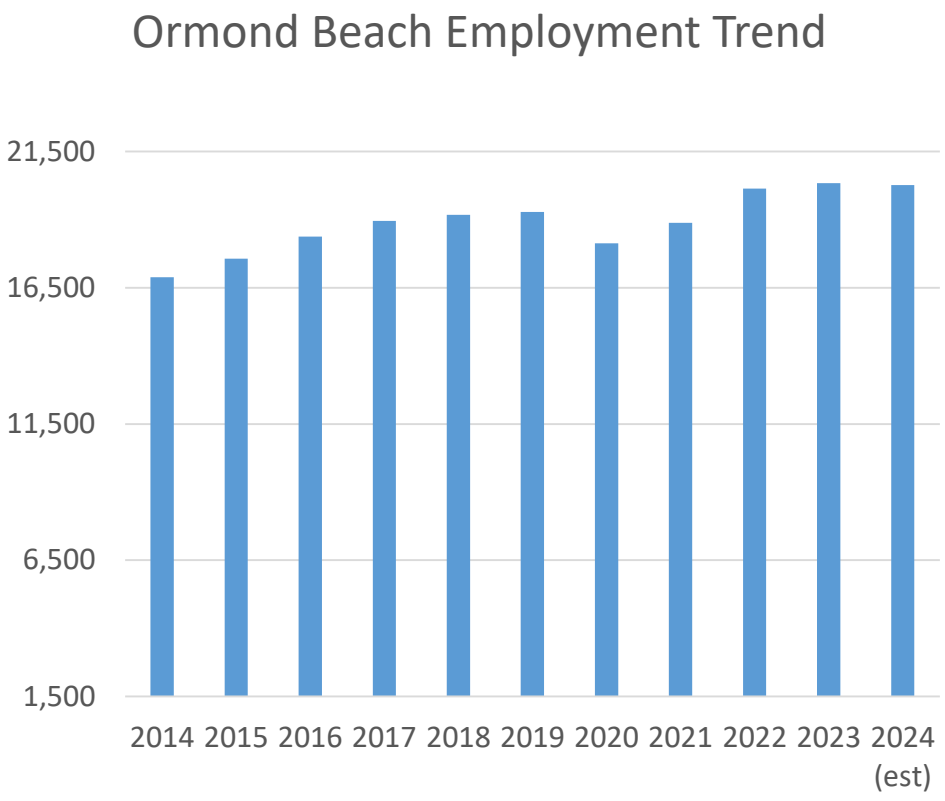
Ormond Beach September Employment

20,294

This is down 1.3% from last year

Ormond Beach Unemployment Rate

3.9%



Notes and Updates:

- **Employment for September** was 20,294 down 1.3% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 3.9%. Employment has stayed within a modest range with employment numbers falling slightly since the high in March of 20,489. There were 479 job postings in August – leading industries posting are Health Care, Retail Trade, Admin. Services, and Professional, Scientific, and Technical Services.

- **Construction continues** on Business Park Drive in the Airport Business Park. This road will provide for a secondary collector road allowing for improved logistics for existing businesses in the park and provide for additional opportunities of expansion and relocation of target industry to the business park. Construction is estimated to take nine months with completion in the first quarter of 2025.

- **Startup & Grow Ormond Beach FastTrac** is now accepting applications for the 2025 session. The 10-week course is designed to help entrepreneurs and small business owners write their business plan and prepare for success. This course is offered in collaboration with SCORE Flagler/Volusia. More information and applications can be filled in on the Economic Development Depts webpage: https://www.ormondbeach.org/985/Kauffman-FastTrac

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 3 - Preliminary Plat
C	Archers Mill Phase 4 - Preliminary Plat
D	Archers Mill Phase 5 - Preliminary Plat
E	Archers Mill Phase 6 - Final Plat
F	Bradford Lakes - Final Plat
G	Bradford Park - Final Plat
H	Enclave - Preliminary Plat
I	Fountain View - Amenity Center
J	Fountain View Phase 1C - Preliminary Plat
K	Fountain View Phase 1D - Preliminary Plat
L	Fountain View Phase 1E - Preliminary Plat
M	Fountain View Phase 1F - Preliminary Plat
N	Little Tomoka Village
O	Ormond Crossings Text Amendment
P	Ormond Enclave (FKA Courtyards)
Q	Plantation Oaks - 2C
R	Plantation Oaks - 2D
S	Regal Multifamily
T	Ridgehaven
U	Rivell Subdivision
V	Tattersall at Tymber Creek
W	Tides Edge - Final Plat
X	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	A&M Frozen
2	Cassen Park
3	Complete Cardiology Expansion
4	Corbin Avenue ROW Vacation
5	Culvers Restaurant
6	Ellianos OB Granada Blvd
7	Germfree Driveway Expansion
8	Hull Road RV & Boat Storage
9	IHOP
10	Lowes Outdoor Storage
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	Ormond Beach Holdings LLC
14	Ormond Beach Self Storage
15	Ormond Beach YMCA Parking Modification
16	Ormond Central Self Storage
17	Ormond Gateway Revision
18	PO OB - Neighborhood Commerical
19	Public House Restaurant
20	Shoppes at Granada Pointe
21	Stor - It
22	Temporary Construction Trailer
23	Tomlinson Aviation
24	Tomoka Christian Church
25	Valiant Diner Phase 4
26	Walgreens/Commerical Area Improvements
27	Wawa
28	Woodsprings Suites

ORMOND BEACH - UTILITY PROVIDER ONLY	
29	Amberwoods
30	Baileys by the Sea
31	Baileys by the Sea 2
32	Beachview Cove
33	Brookside at Ormond Station
34	Corinthian Villas
35	Garden Side Phase 2
36	North Peninsula WWTP
37	Ocean Shore Plaza Sewer
38	Regency Plaza Condominium
39	Surf Side Club South
40	Woodside
41	Villas at Spanish Waters

Plantation Oaks Blvd
Airport Rd (C.R. 2813)
N. Tymber Creek Rd (C.R. 2813)
Williamson Blvd (C.R. 4008)
Clyde Morris Blvd (C.R. 483)
N Beach St (C.R. 4011)
S. Beach St (C.R. 4011)
Hand Ave
S. Center St
Halifax River
Atlantic Ocean

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - November 4, 2024

City of Ormond Beach Commercial Development Report, as of November 1, 2024

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**A & M FROZEN** 1899 N U.S. Highway 1 SPRC-2024-000031	Expansion of existing site to include the construction of a 50,400 square foot cold storage building and associated site improvements.	04.19.24	05.09.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = 1899 N US HWY 1, LLC
2	**CASSEN PARK** 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen park including relocation of the bait shop, addition of stormwater ponds, and increase in paved parking.	05.17.24	06.09.24	08.01.24	08.27.24	10.18.24	Not applicable	09.12.24 (Approved)	10.15.24 (Approved)				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
3	**COMPLETE CARDIOLOGY EXPANSION** 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714. Acreage = 1.49.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	$1,726,850	Issued 03.15.23	$58,000	70%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
4	**CORBIN AVENUE ROW VACATION** 1 S. Beach Street PZ-2024-000080	Vacation of Corbin Ave right of way from the back of sidewalk along the eastern side of Beach St east to River, (within Cassen Park parcel)	08.08.24	08.28.24	10.01.24			Not applicable	Not applicable	10.15.24 12.03.24 01.07.25	Requires City Commission Approval			Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
5	**CULVER'S RESTAURANT** 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Issued 04.03.24	$2,000,000	Issued 05.31.24	$753,137	70%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
6	**ELLIANOS OB GRANADA BLVD** 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24	05.16.24	10.17.24	In Review	Not applicable	11.14.24	01.07.25				Not applied	Not applied	Not applied	Not applied			E = Gmuer Engineering O = Kjump, Inc.
7	**GERMFREE DRIVEWAY EXPANSION** 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility.	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23	Under Constr.		Not applied	Not applied	Issued 02.16.24	$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
8	**HULL ROAD RV & BOAT STORAGE** 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	$26,450	20%		E = Newkirk Engineering, Inc. O = B Mill Inc
9	**IHOP** 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable	01.02.24	01.02.26		Issued 08.16.24	$1,600,000	Issued 07.26.24	706743	30%		E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
10	**LOWE'S OUTDOOR STORAGE** 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24	09.10.24		Not applicable	07.11.24 Approved	09.18.24 Approved				Not applicable	Not applicable	Not applicable	Not applicable			APP = Storch Law Firm O = Lowes
11	**NORTH INTERCHANGE INDUSTRIAL FLEX SPACE** 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
12	**NORTH INTERCHANGE SELF STORAGE** 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms,	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 (Approved)	05.24.23	05.24.25		Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	40%		E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
13	**ORMOND BEACH HOLDINGS LLC AMENDMENT** 251 South Atlantic Avenue SPRC-2024-000009	Planned Development Amendment to remove the requirement for inclusion of beach approach improvements.	12.26.23	01.17.24	03.30.24	In review		02.19.24	03.14.24 (Approved)	12.03.24 & 01.07.24				See Above	See Above	See Above	See Above			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
14	**ORMOND BEACH SELF STORAGE** 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		Pending payment	A =$9,039,174 B= $240,741 C= $665,681 D= $294,240 E= $294,240 F= $9,796,008 G= $1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
15	**ORMOND BEACH YMCA PARKING MODIFICATION** SPRC-2024-000033 500 Sterthaus Drive	Modification and expansion of the current parking lot in front of the main building to provide additional parking spaces and provide better means of drop-off and pick-up of children and members at the facility.	04.25.24	05.17.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Upham, Inc. O = Volusia Flagler Family YMCA
16	**ORMOND CENTRAL SELF STORAGE** 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved	01.24.23 & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	$13,488,271	Issued 10.19.23	$523,892	90%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
17	**ORMOND GATEWAY REVISION** 1670 North U.S. Highway 1 PZ-23-00000025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
18	**PO OB - NEIGHBORHOOD COMMERCIAL** 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building with air conditioned storage on 2nd floor.	03.13.24	04.12.24	06.19.24	In review		06.10.24	07.11.24 Approved	09.04.24 Approved				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc.
19	**PUBLIC HOUSE RESTAURANT** 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements.	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24	01.12.26		Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
20	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		In review	$2,030,000	Fees Due	$486,082			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
21	**STOR-IT** 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approved	01.24.23 & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	70%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
22	**TEMPORARY CONSTRUCTION TRAILER** 1030 Ocean Shore Boulevard SPRC-2024-000030	Temporary construction trailer/office associate with FDOT project.	04.12.24	05.01.24				Not applicable	To be determined	To be determined				Not applied	Not applied	Not applied	Not applied			E = LAV Engineering, LLC O = Candia South Branch Brook Holdings LLC
23	**TOMLINSON AVIATION** 92 Hanger Way SPRC-2024-000041	Construct two (2) building additions (13,200 SF) to existing buildings and a new apron leading from the hangar addition to taxi way.	09.18.24					Not applicable	Not applicable	Not applicable	10.16.24	10.16.26		Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Tomlinson Aviation
24	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	08.18.26		Not applied	Not applied	Issued 10.15.24	$400,926	0%		E = Zev Cohen & Associates O = Tomoka Christian Church
25	**VALIANT DINER, PHASE 4** 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	$1,279,800	Approved	$150,000	80%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
26	**WALGREENS/COMMERCIAL AREA IMPROVEMENTS** 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site.	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
26	**WALGREENS REVISIONS** 2001 West Granada Boulevard SPRC-2024-000013	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site.	02.05.24	03.06.24	03.22.24	05.16.24		Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
27	**WAWA** 1670 North U.S. Highway 1 PZ-23-00000076	Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
28	**WOODSPRINGS SUITES** 1119 Benton Street PZ-2024-000073	Woodsprings Suites (122 rooms)	07.28.24	07.24.24				Required	Required	Required				Not applicable	Not applicable	Not applicable	Not applicable			E = Germana Engineering

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Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
29	**AMBERWOODS** Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	Under constr.		Not applicable	Not applicable	Issued 08.26.24	$1,526,866 (Utilities Only)	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
30	**BAILEYS BY THE SEA** 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23					Outside City	Outside City	Outside City	11.26.23	Under constr.		Not applicable	Not applicable	Issued 07.19.24	$536,995 (Utilities only)	10%		O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
30	**BAILEYS BY THE SEA 2** 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				Outside City	Outside City	Outside City	07.26.24	07.26.26		Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
31	**BEACHVIEW COVE** 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	$711,679 (Utilities Only)	80%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
32	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				Outside City	Outside City	Outside City	05.17.24	05.17.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
33	**CORINTHIAN VILLAS** PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	Under constr.		Not applicable	Not applicable	Issued 09.15.23	$356,177 (Utilities only)	95%		E = Clearwater Solutions, LLC O = Corinthian Villas
34	**GARDEN SIDE, PHASE II** Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.145 acres	03.05.24	04.04.24	08.23.24			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	**NORTH PENINSULA WWTP** SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			Outside City	Outside City	Outside City	09.10.24	09.10.26		Not applicable	Not applicable	Not applied	Not applied			E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
36	**OCEAN SHORE PLAZA SEWER** 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				Outside City	Outside City	Outside City	05.13.24	05.13.26		Not applicable	Not applicable	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
37	**REGENCY PLAZA CONDOMINIUM** 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Issued 01.08.24	$257,165 (Utilities only)	90%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
38	**SURFSIDE CLUB SOUTH** 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Issued 04.22.24	$250,000 (Utilities only)	75%		E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
39	**WOODSIDE** PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			Outside City	Outside City	Outside City	05.06.24	Under Const		Not applicable	Not applicable	Issued 08.26.24	$1,526,866 (Utilities Only)	30%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
40	**VILLAS AT SPANISH WATERS** 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

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City of Ormond Beach Residential Development Report, as of November 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	**121 EAST** 121 East Granada Boulevard PZ-22-00000098	. Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)			Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	**ARCHER'S MILL PHASE 3 PRELIMINARY PLAT** 3016 Bonspiel Drive PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 4 PRELIMINARY PLAT** 3150 Arch Avenue PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	**ARCHER'S MILL PHASE 5 PRELIMINARY PLAT** 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	10.17.25	Issued 11.27.23	$1,225,490.57	75%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL PHASE 6 PRELIMINARY PLAT** 3665 Bonspiel Drive PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23	Under construction	Issued 11.27.23	$2,668,369.85	75%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 6 FINAL PLAT** 3665 Bonspiel Drive PZ-2024-000035	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	03.08.24					Required	05.09.24 (Approved)	7.23.24 & 08.06.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**BRADFORD LAKES PRELIMINARY PLAT** 140 Bradford Lakes Way PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24		Issued 05.08.24	$3,586,560.00	35%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
G	**BRADFORD LAKES FINAL PLAT** 140 Bradford Lakes Way PZ-2024-000071	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	06.26.24	07.16.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
H	**BRADFORD PARK PRELIMINARY PLAT** 1175 Bradford Park Way SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24		Issued 05.08.24	$2,855,823.00	35%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
H	**BRADFORD PARK FINAL PLAT** 1175 Bradford Park Way PZ-2024-000072	180 townhomes and associated site improvements on 25.31 acres.	06.26.24	07.15.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.

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City of Ormond Beach Residential Development Report, as of November 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
I	**ENCLAVE PRELIMINARY PLAT** 475 North Tymber Creek Road PZ-2023-000066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23	07.26.24	In Review	Not Required	09.14.23 (Approved)	10.17.23 (Approved)			Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
J	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	Modification to approved site plan. A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	07.07.26	Issued	Issued as part of subdivision permit		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	**FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT** 1160 Fountain View Street SPRC-2024-000007	141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	**FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT** 1789 Houmas Street SPRC-2024-000016	103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	**FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT** 1587 Nottoway Circle SPRC-2024-000017	110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	**FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT** 1130 Evelyton Lane SPRC-2024-000018	97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	06.04.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	**LITTLE TOMOKA VILLAGE** 2425 West Granada Boulevard PZ-2024-000068	Developm ent of a 31 lot subdivision and parcel for a House of Worship	06.12.24	07.03.24	10.20.24			10.30.24	To be determine d	To be determined			Not applied	Not applied		E = Zev Cohen and Associate APP = Cobb Cole
P	**ORMOND CROSSINGS, TEXT AMENDMENT** Ormond Crossings PZ-2024-000089	Request for a text change to the Master Development Plan included in Ordinance 2013-50 to allow for single family residential units.	08.20.24	09.09.24				Not Required	10.29.24 (Approved)	12.03.24 01.07.24			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
Q	**ORMOND ENCLAVE (FKA COURTYARDS)** 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design

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City of Ormond Beach Residential Development Report, as of November 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
R	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
S	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Issued 09.17.21	$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	**REGAL MULTIFAMILY** 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
U	**RIDGEHAVEN PRELIMINARY PLAT** 1066 Cliffhaven Court PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23 Revision 02.01.24	Under construction	Issued 12.21.23	$6,950,757	75%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
U	**RIDGEHAVEN AMENITY CENTER** 1066 Cliffhaven Court SPRC-2024-000032	The project consists of modifying the amenity area site plan	04.23.24	05.17.24	07.12.24			Not Required	Not Required	Not Required			See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
V	**RIVELL SUBDIVISION** 100 Rivell Trail SPRC-2024-0000032	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24				Not Required	Required	Required						E = Newkirk Engineering, Inc O = Marie Lilienstern
W	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
X	**TIDES EDGE PRELIMINARY PLAT** 300 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23	Under construction	Approved	$718,460	85%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
Y	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

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Planning public hearing items

City Commission items					
File Number	**Item**	**Description**	**Planning Board**	**City Commission, 1st or only**	**City Commission, 2nd reading**
PZ-081	Land Development Code amendment, Electronic Changeable Copy Signage	This is an administrative request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.	09.12.2024 (Approved)	**10.15.2024**	**11.06.2024**
PZ-24-083	Land Development Code amendment, Accessory Uses, Outdoor Activities	This is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities.	09.12.2024 (Approved)	**10.15.2024**	**11.06.2024**
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. City Commission agendas are available at: https://ormondbeach.iqm2.com/citizens/default.aspx?. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - November 6, 2024 - Training Room - 6:00 p.m.		
PZ-24-096	621-B Flamingo Drive, Rear and Side Yard Setback Variance to construct hard-roof glassroom	This is a request for a rear yard and a side yard setback variance from Kurt and Shelley Meibeyer, property owners of 621-B Flamingo Drive. The property owners seek to construct a new hard-roof glassroom. The property at 621-B Flamingo Drive is in the R-4 (Single-Family Cluster and Townhouse) zoning district. Section 2-17(B)(12)(b) of the Land Development Code requires a 20-foot rear yard setback, and Section 2-17(B)(12)(c) of the Land Development Code requires a 20-foot side yard setback. The applicant is requesting a rear yard setback of 10 feet and side yard setback of 17 feet to construct a 15’ by 19’ 4” hard-roof glassroom, requiring a variance of 10 feet to the required 20-foot rear yard setback, and a variance of 3 feet to the required 20-foot side yard setback.
PZ-2024-105	741 N. Halifax Drive, Driveway Access Point to Intersection Variance	This is a request for a driveway access point variance submitted by Tim Hassler on behalf of David and Kathleen Pruett, property owners of 741 N. Halifax Drive. Chapter 3, Article III of the Land Development Code (LDC), Section 3-25.C.1., requires that no street access point be allowed at the intersection of a collector and local street for a distance of 60 feet. The applicant is requesting an access point located 0 feet from the property line at the intersection of N. Halifax Drive and Dawn Drive, requiring a 60-foot variance.
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning public hearing items

Planning Board - November 14, 2024 - City Commission Chambers - 6:00 p.m.		
PZ-2024-000109	Ellianos, Special Exception Redevelopment Plan, 353 West Granada Boulevard	This is a request by Christopher Gmuer, President, Gmuer Engineering, LLC with authorization of the property owner, KJUMP Incorporated for a Special Exception Redevelopment Plan to allow the re-purposing of a portion of the Winn-Dixie parking lot to construct an approximately 800 square-foot free standing dual drive-through only coffee shop and associated site improvements at 353 West Granada Boulevard. Section 2-70(m) of the Land Development Code allows site redevelopment for a project located in the Downtown Overlay District that cannot meet Land Development Code (LDC) standards due to nonconformance or other site constraints. The applicant is requesting two waivers as part of this Special Exception application, 1) a waiver to landscaping buffers on the west side property line, and 2) the City's vehicle stacking requirements.
PZ-2024-000109	Land Development Code Amendment, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.
PZ-24-085	Zoning Districts Review Discussion Item	This is an administrative action to review the Ormond Beach zoning districts, including the uses of the: (1) T-2, Manufactured Home, (2) R-1, Residential Estate, (3) R-2, Single-Family Low Density, (4) R-2.5, Single-Family Low-Medium Density (5) R-3, Single-Family Medium Density, (6) NP, Neighborhood Preservation, (7) R-4, Single-Family Cluster and Townhouse, (8) R-5, Multifamily Medium Density, and (9) R-6, Multifamily High Density. The review includes a discussion of the definition of uses and conditional & special exception criteria. Any recommended changes would require a separate action as a Land Development Code amendment.
PZ-24-087	Update of the Landscaping Article	This is a discussion item to review amendments to landscaping sections of the Land Development Code. Please see https://www.ormondbeach.org/1058/Landscaping-Updates
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Coastal Element, (2) Utilities Element, and (3) Transportation Element. Please see https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Public Art Master Plan - November 18, 2024 - location to be determined		
NA	Public Art Master Plan	Public art master plan community meeting. Please see https://www.obpublicartplan.com/.
Note: Please see: https://www.obpublicartplan.com/. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

PERMIT ISSUANCE SUMMARY (10/01/2024 TO 10/31/2024)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	ADA Access Renovations	1	1,400	$200,000.00	$1,451.95
	Demolition, Complete	1	7,000	$200,000.00	$1,314.25
	Detached Accessory Structure	1	400	$25,000.00	$486.75
	Electrical	3	0	$15,707.00	$256.50
	Exterior	10	5,250	$278,451.00	$2,933.65
	Generator	1	80	$40,000.00	$464.38
	Interior Build Out	2	3,998	$210,000.00	$2,034.45
	Mechanical	19	0	$136,467.00	$2,198.57
	Milestone Inspection	1	0	$0.00	$250.00
	New Construction	1	652	$0.00	$334.33
	Plumbing	4	0	$25,654.00	$527.70
	Reroof	4	4,154	$105,180.00	$792.63
	Signage	7	150	$25,440.00	$906.39
	Solar	1	500	$49,000.00	$483.83
	BUILDING NON-RESIDENTIAL TOTAL:	**56**	**23,584**	**$1,310,899.00**	**$14,435.38**
Building Residential	Detached Accessory Structure	4	1,529	$166,990.00	$1,605.89
	Dock/Seawall	1	0	$1.00	$75.75
	Electrical	23	1,388	$63,035.00	$1,381.40
	Exterior	75	3,754	$1,124,592.42	$12,474.08
	Gas	4	0	$9,845.00	$380.38
	Generator	5	0	$66,114.00	$1,074.24
	Interior	6	2,098	$415,944.52	$3,234.93
	Manufactured/Mobile Home	1	1,264	$16,000.00	$9,315.93
	Mechanical	52	4,530	$451,853.88	$3,960.00
	New Construction, Addition	13	6,062	$650,661.00	$5,922.54
	New, Single Family Residential	12	34,577	$4,897,972.29	$156,580.77
	Outside the City Utility Permit	1	1,828	$0.00	$6,420.00
	Plumbing	12	0	$63,988.00	$4,258.94
	Pool/Spa	5	1,914	$306,586.00	$2,727.29
	Reroof	81	73,371	$1,346,889.49	$12,207.69
	Screen Enclosure	2	2,397	$46,522.00	$517.15
	Solar	7	0	$310,408.30	$3,059.87
	BUILDING RESIDENTIAL TOTAL:	**304**	**134,712**	**$9,937,402.90**	**$225,196.85**
Engineering Residential	Seawall Revetment	1	0	$74,700.00	$890.89
	Tree Removal	52	0	$0.00	$460.00
	ENGINEERING RESIDENTIAL TOTAL:	**53**	**0**	**$74,700.00**	**$1,350.89**
Fire Non-Residential	Fire Protection Systems	6	136,692	$108,992.00	$840.00
	FIRE NON-RESIDENTIAL TOTAL:	**6**	**136,692**	**$108,992.00**	**$840.00**
LDC Non-Residential	LDC	1	0	$1.00	$0.00
	Non-Residential SPRC Site Improvem	1	0	$400,926.00	$5,009.26
	Special Event Permit	16	0	$15.01	$8,726.00
	LDC NON-RESIDENTIAL TOTAL:	**18**	**0**	**$400,942.01**	**$13,735.26**
LDC Residential	Garage Sale	96	0	$623.00	$445.00
	LDC	26	0	$182,599.00	$1,875.00
	Sheds less than 150 square feet in siz	1	0	$3,875.00	$110.00
	LDC RESIDENTIAL TOTAL:	**123**	**0**	**$187,097.00**	**$2,430.00**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (10/01/2024 TO 10/31/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	GRAND TOTAL:	**560**	**294,988**	**$12,020,032.91**	**$257,988.38**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-36
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Corbin Avenue, Partial Right-of-Way Vacation		
Summary:	This is an administrative request for the partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. The Notice of Intent resolution to vacate a portion of the unopened Corbin Avenue right-of-way was approved on October 15, 2024 with Resolution 2024-195. The Ordinance seeks to vacate an area of approximately 19,071 square feet internal to Cassen Park. As part of the vacation request, letters of no objection have been obtained from all franchise utilities, including FPL, Spectrum/Charter communications, TECO gas, AT&T, and Wire3. The City's Site Plan Review Committee has reviewed the request and has no objection		
Financial Impact:	None		
Citizen Impact:	There is no citizen impact as the result of the partial right-of-way vacation. The purpose of the partial right-of-way vacation is to remove the platted street of the Corbin's Subdivision to allow redevelopment of Cassen Park.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the partial right-of-way vacation for approximately 19,071 square feet of the Corbin Avenue right-of-way located within Cassen Park at 1 South Beach Street.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 24-36 Corbin Ave ROW Vaca (P24-0199G) 2. Exhibit A, Sketch and Legal - Corbin 3. Map Book 14, Page 138 - Corbin's Subdivision 4. Aerial exhibit of the portion of Corbin Avenue to be vacated within Cassen Park 5. Combined Utility Letters of No Objection 6. Ordinance BIE, Corbin Avenue, ROW Vacation	
Approval:	Kelly McGuire, Finance Director	11/21/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	11/22/2024
	Joyce Shanahan, City Manager	11/22/2024

ORDINANCE NO. 2024-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS "CASSEN PARK"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on October 15, 2024 adopt Resolution No. 2024-195, declaring its intention to consider adopting an ordinance vacating a 19,071± square foot portion of Corbin Avenue, a fifty (50.0') foot unimproved right-of-way platted with the Corbin's Subdivision recorded in Volusia County Map Book 14, Page 138 of the Public Records of Volusia County, which is located within the property at 1 South Beach Street (Volusia County parcel identification number 4215-14-03-0010), known as "Cassen Park", and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the city's Site Plan Review Committee reviewed the property owner's request and recommend approval of the partial right-of-way vacation, and

WHEREAS, the applicant has provided letters of no objections from the applicable utility providers for the partial right-of-way vacation, and

WHEREAS, the owners of all of the property that abuts the aforedescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. That 19,071± square foot portion of Corbin Avenue, a fifty (50.0') foot unimproved right-of-way, platted within the Corbin's Subdivision recorded in Volusia County Map Book 14, Page 138 of the Public Records of Volusia County, which is located within the property at 1 South Beach Street (Volusia County parcel identification number 4215-14-03-0010), known as "Cassen Park", and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public.

SECTION TWO. That portion of the Corbin Avenue right-of-way being more particularly described and depicted in Exhibit "A", be and the same is hereby vacated, closed and

abandoned as a right-of-way, and said property be and the same is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach, for right-of-way purposes and that said property shall revert to the adjoining and abutting owner who have a reversionary interest, except and subject to any easements of record, over, under and across the subject property.

SECTION THREE. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

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 3rd day of December, 2024.

PASSED UPON, at the second and final reading of the City Commission, this 7th day of January, 2025.

_____

JASON LESLIE
Mayor

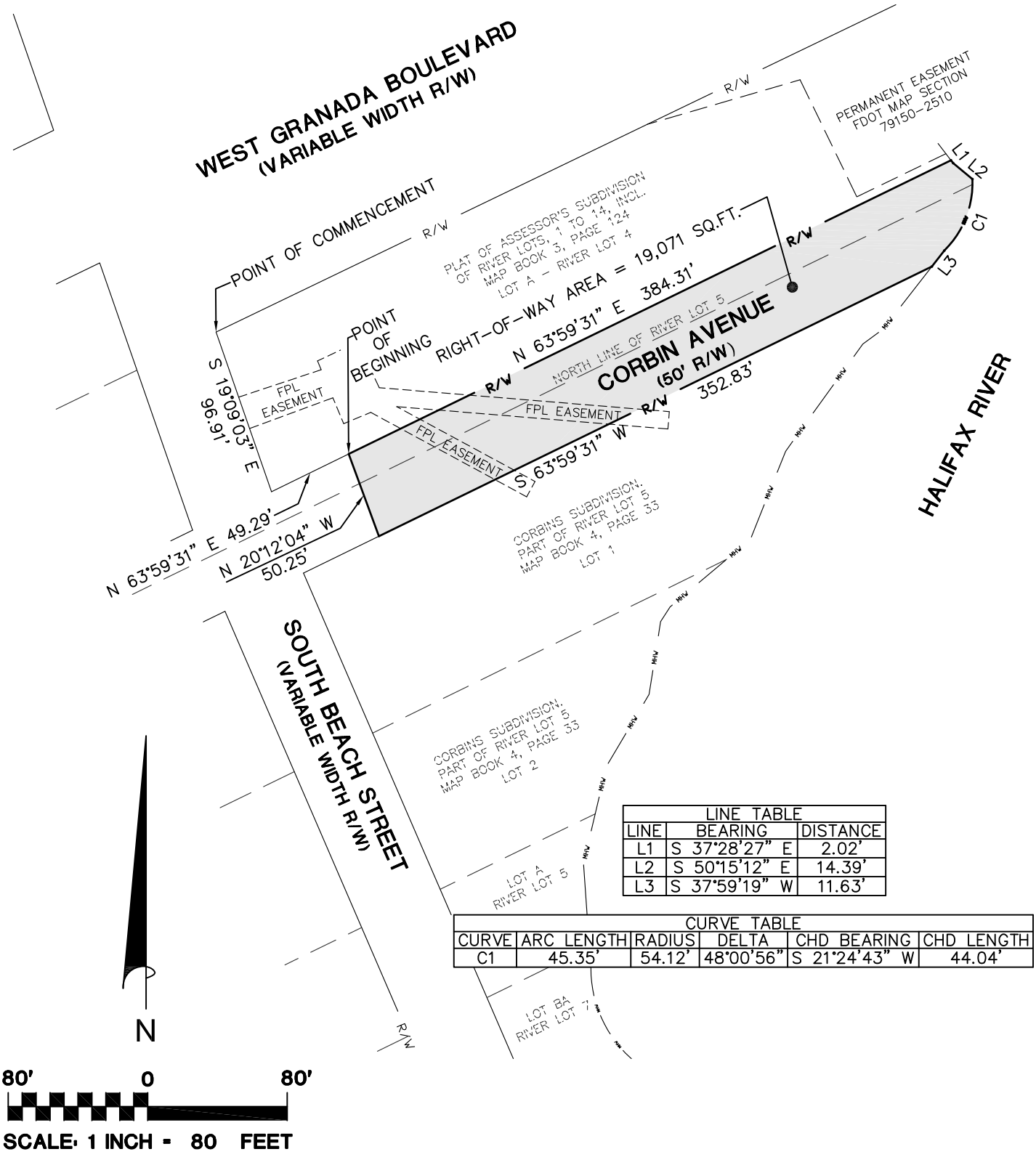
ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

SKETCH AND DESCRIPTION
(NOT A BOUNDARY SURVEY)

EXHIBIT "A"
Page 1 of 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 37°28'27" E	2.02'
L2	S 50°15'12" E	14.39'
L3	S 37°59'19" W	11.63'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	45.35'	54.12'	48°00'56"	S 21°24'43" W	44.04'

THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.
SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SIGNATURE.

COPYRIGHT 2024

DATE:	08-08-2024
AD&S NO.	2023-ZCA-023
DRAWN	TLT
CHECKED	JJW

SHEET 1 OF 2

PREPARED FOR:

CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH, FLORIDA 32174

ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

SKETCH AND DESCRIPTION
(NOT A BOUNDARY SURVEY)

EXHIBIT "A"
Page 2 of 2

DESCRIPTION OF RIGHT-OF-WAY AREA:

COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST GRANADA BOULEVARD, VARIABLE WIDTH, AND SOUTH BEACH STREET, VARIABLE WIDTH; THENCE LEAVING THE SOUTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH BEACH STREET S 19°09'03" E 96.91 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF SAID SOUTH BEACH STREET AND CORBIN AVENUE, 50 FEET WIDE; THENCE LEAVING THE NORTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE NORTH RIGHT-OF-WAY OF SAID CORBIN AVENUE N 63°59'31" E 49.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CORBIN STREET N 63°59'31" E 384.31 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE RUNNING ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) S 37°28'27" E 2.02 FEET, 2) S 50°15'12" E 14.39 FEET, 3) ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 54.12 FEET, AN ARC LENGTH OF 45.35 FEET AND A CHORD BEARING S 21°24'43" W 44.04 FEET TO A NON-TANGENTIAL LINE, 4) S 37°59'19" W 11.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE S 63°59'31" W 352.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE AND RUNNING ACROSS SAID CORBIN AVENUE N 20°12'04" W 50.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,071 SQUARE FEET OF LAND MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A BOUNDARY SURVEY.
2. THE BASIS OF BEARINGS FOR THIS SKETCH AND DESCRIPTION IS AS SHOWN ALONG THE PERIMETER RIGHT-OF-WAY LINES AND WAS ESTABLISHED WITH GPS RTK OBSERVATIONS USING A CARLSON SURVEYOR 2 DATA COLLECTOR AND A CARLSON BRX7 RECEIVER AND IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983(2011).
3. HERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, OR OTHER MATTERS NOT SHOWN ON THIS SKETCH AND DESCRIPTION WHICH MAY BE FOUND IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
4. THIS SKETCH AND DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT.
5. THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ABBREVIATIONS

C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING
PC=POINT OF CURVE
PT=POINT OF TANGENCY
PI=POINT OF INTERSECTION
MB=MAP BOOK
PB=PLAT BOOK
PG=PAGE
ORB=OFFICIAL RECORD BOOK
SQ.FT.=SQUARE FEET
AC=ACRES

R/W=RIGHT-OF-WAY
℄ = CENTER LINE
MHW=MEAN HIGH WATER LINE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
PSM=PROFESSIONAL SURVEYOR AND MAPPER
SEC=SECTION
RNG=RANGE
TWP=TOWNSHIP
I.D=IDENTIFICATION
(D)=DEED
(P)=PLAT
(F)=FIELD MEASURED
(NR)=NON-RADIAL
(RAD)=RADIAL

Joseph Jay Wooldridge
Digitally signed by Joseph Jay Wooldridge
Date: 2024.08.30 10:46:16 -04'00'

JOSEPH JAY WOOLDRIDGE License Number 6994 STATE OF FLORIDA Professional Surveyor and Mapper

SIGNED:_____
JOSEPH JAY WOOLDRIDGE, PSM
FLORIDA #LS6994

DATE:	08-08-2024
AD&S NO.	2023-ZCA-023
DRAWN	TLT
CHECKED	JJW

SHEET 2 OF 2

PREPARED FOR:
CITY OF ORMOND BEACH
22 S. BEACH STREET
ORMOND BEACH, FLORIDA 32174

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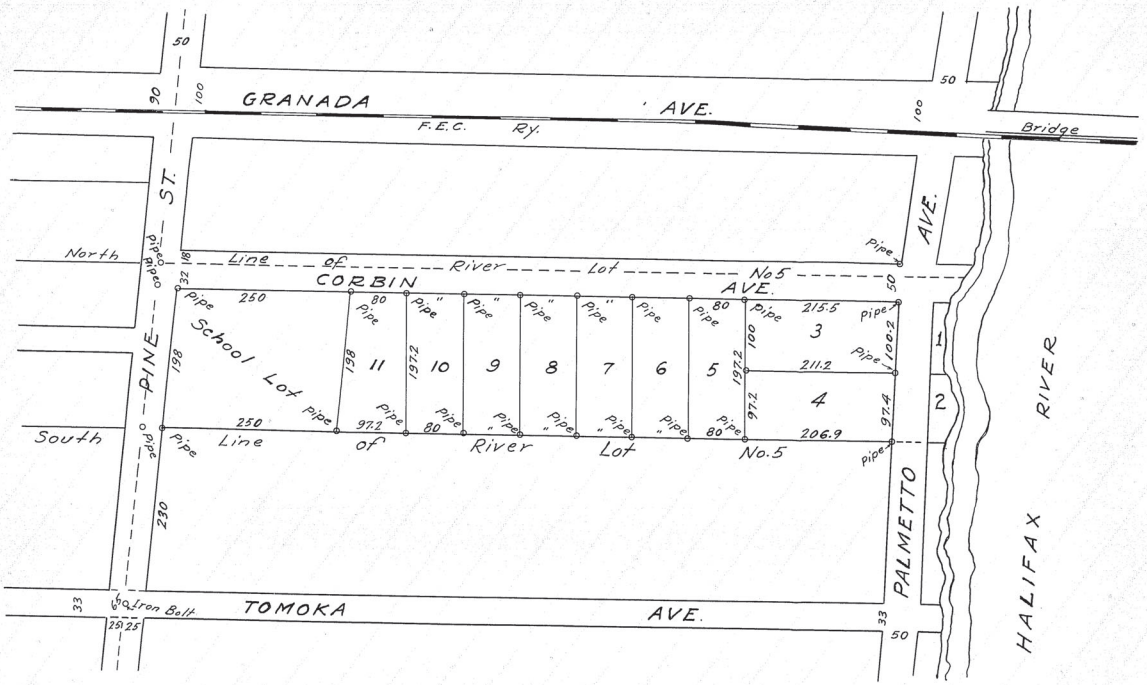
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

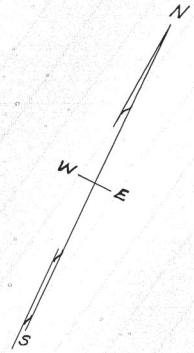
N W AD&S E S

FILE PATH: S:_AD&S Survey Projects 2023\2023-ZCA-023 - Cassen Park\Cassen Park Addtl Topo_PRJ\dwg\2023-ZCA-023 SKD ROW.dwg

138

14-138





A TRUE COPY OF MAP IN
MAP BOOK 4 PAGE 33

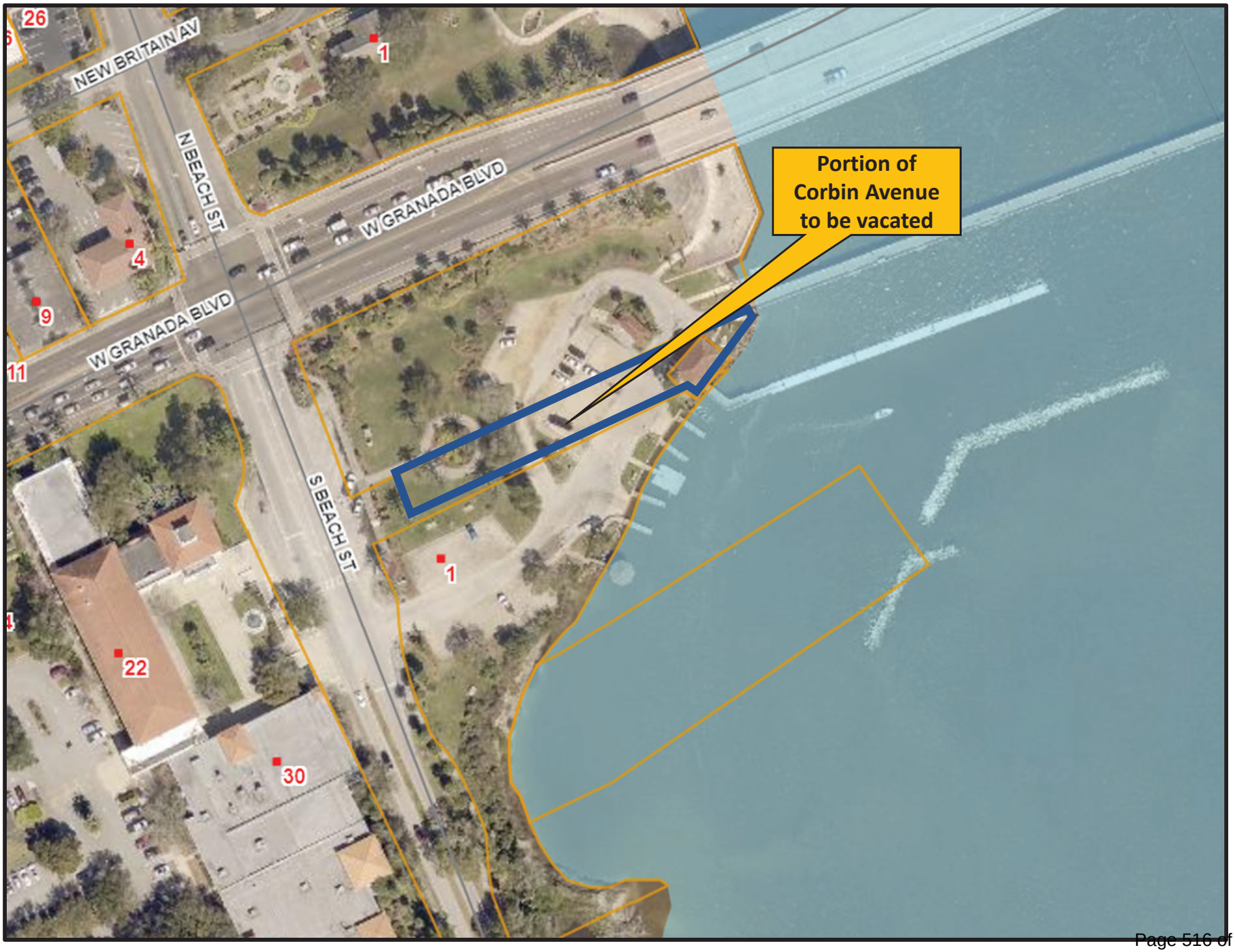
CLERK CIRCUIT COURT

BY DEPUTY CLERK

Filed in office this 29th Day of December A.D. 1918
Saml. D. Jordan
By R.P. Hamlin D.C.

CORBIN'S SUBDIVISION
of Part of River Lot No.5
of the Town of ORMOND, Volusia Co. Florida
Survey and Plat made December 1908
Scale 100ft. one inch
George B. Waldron, C.E.

Aerial exhibit of the portion of Corbin Avenue to be vacated within Cassen Park



Scott Adams
Permit Coordinator
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482
E-mail: sadams@zevcohen.com

RE: Cassen Park, Ormond Beach FL. / ZC 22138

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.

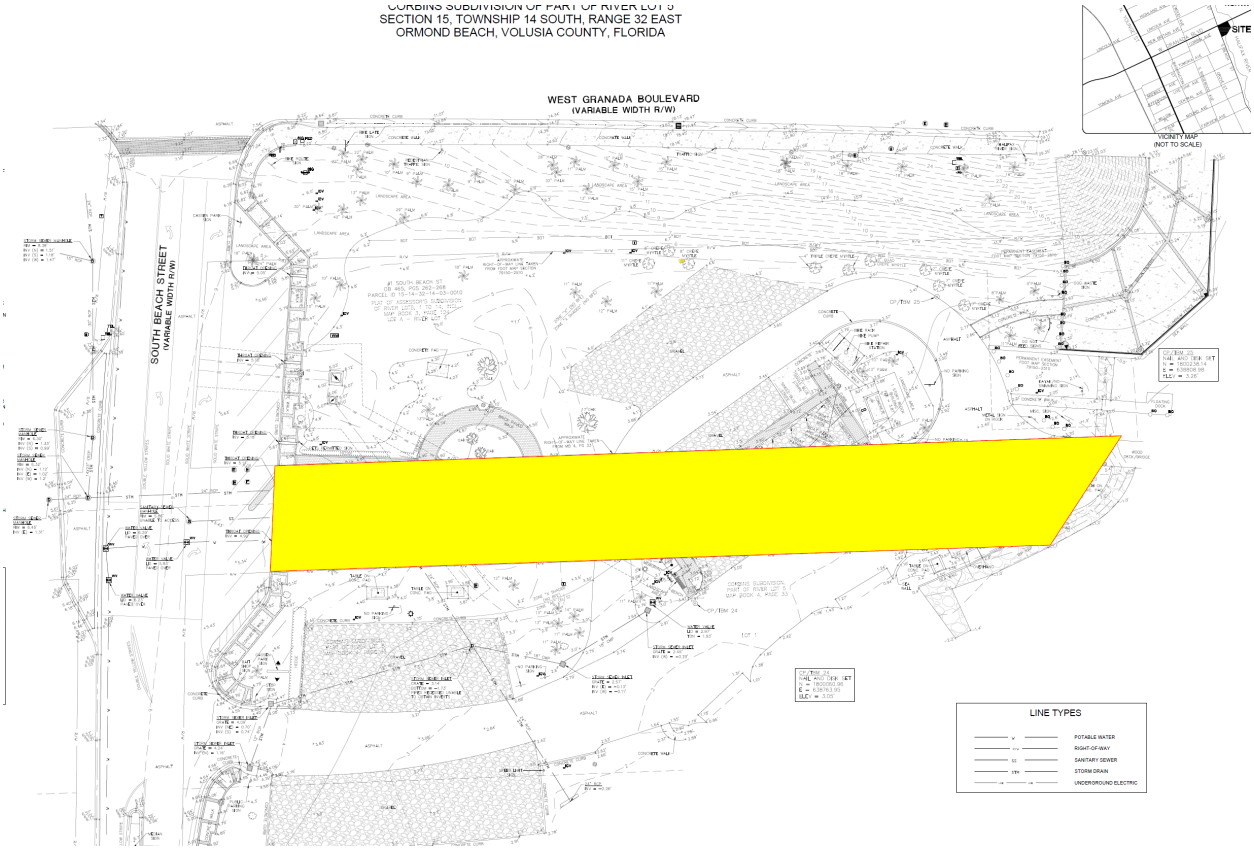
Sincerely,

Jacob Brooks

Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
c. (386) 843-0316

Exhibit A

CORBINS SUBDIVISION OF PART OF RIVER LOT 5
SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



Florida Power & Light Company, 3000 Spruce Creek Rd, Port Orange, FL 32129
Phone: 3863223418, Fax:

August 30, 2024

ZEV COHEN & ASSOCIATES
300 INTERCHANGE BLVD
ORMOND BEACH, FL, 32174

Dear SCOTT ADAMS,

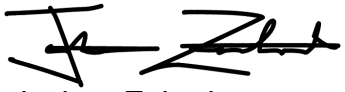
This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as “CORBIN AVENUE” in Plat Book Plat Book #3, Page Page #124 of the Public records of VOLUSIA County .

The release is restricted to the following description: COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST GRANADA BOULEVARD, VARIABLE WIDTH, AND SOUTH BEACH STREET, VARIABLE WIDTH; THENCE LEAVING THE SOUTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH BEACH STREETS 19° 09'03" W 96.91 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF SAID SOUTH BEACH STREET AND CORBIN AVENUE, 50 FEET WIDE; THENCE LEAVING THE NORTHEAST CORNER OF SAID INTERSECTION AND RUNNING ALONG THE NORTH RIGHT-OF-WAY OF SAID CORBIN AVENUE N 63° 59'31" E 49.29 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CORBIN STREET N 63° 59'31" E 384.31 FEET TO THE MEAN HIGH WATER LINE OF THE HALIFAX RIVER; THENCE RUNNING ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES, 1) S 37° 28'27" E 2.02 FEET, 2) S 50° 15'12" E 14.39 FEET, 3) ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 54.12 FEET, AN ARC LENGTH OF 45,35 FEET AND A CHORD BEARINGS 21°24'43" W 44.04 FEET TO A NON-TANGENTIAL LINE, 4) S 37°59'19" W 11.63 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE S 63° 59'31" W 352.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE; THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF SAID CORBIN AVENUE AND RUNNING ACROSS SAID CORBIN AVENUE N 20°12'04" W 50.25 FEET TO THE POINT OF BEGINNING.
CONTAINING 19,071 SQUARE FEET OF LAND MORE OR LESS.

Should you have any questions or concerns, please do not hesitate to contact Mills Moosbrugger at 3863223418.

Sincerely,



Joshua Zehnder
Engineering Lead

Charter
COMMUNICATIONS

Timothy Haynes
Supervisor, Construction
Field Ops

March 19, 2024

ZevCohen & Associates Inc
Attn: Scott Adams
300 Interchange Blvd / Suite C
Ormond Beach, Florida 32174

RE: PROPOSED VACATION OF 50' RIGHT OF WAY YHAT RUNS THROUGH PID 421514030010 OF 1 S BEACH STREET.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has **"no objection"** to the vacation of the Right of Way easement in the above paragraph, excluding the right of way and utility easement along S Beach Street. But will allow encroachment on the right of way and utility easement along S Beach Street, of the above-mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,

Timothy Haynes
Charter Spectrum
Construction Supervisor
(386) 414-5078

1655 State Road 472 Deland , Fl. 32724 T (386) 414-5078 Timothy.Haynesii@charter.com

April 01, 2024

To: *Scott Adams & Zev Cohen & Associates, Inc.*

RE: Vacate of Right of Way
Cassen Park
1 S Beach St,
Ormond Beach, FL, 32174

Dear Scott,

Thank you for contacting Peoples Gas System, Inc. (“PGS”) regarding the vacate of ROW easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. (“PGS”), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

From: Scott Cerny <scott@wire3.com>
Sent: Wednesday, May 29, 2024 10:30 AM
To: Scott Adams
Subject: RE: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Scott,

Wire 3 is not in this area, so there is no conflict.

Thanks,

Scott

Scott Cerny | Director of Construction

e: scott@wire3.com **| w:** www.wire3.com
m: 989.277.3149

From: Scott Adams <sadams@zevcohen.com>
Sent: Tuesday, May 28, 2024 8:45 AM
To: Scott Cerny <scott@wire3.com>
Subject: RE: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Good morning Scott,
I just wanted to confirm that you have received the request below?

Thank you,

Scott Adams | Permit Coordinator
ZEVCOHEN & ASSOCIATES INC.
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482 | F: 386-677-2505
sadams@zevcohen.com | www.zevcohen.com
Find us on Facebook

From: Scott Adams
Sent: Friday, May 24, 2024 1:39 PM
To: 'scott@wire3.com' <scott@wire3.com>
Cc: File <file@zevcohen.com>
Subject: R/W Vacate - Cassen Park, Ormond Beach FL. / ZC 22138 (Wire3)

Hi Scott,

We are currently providing design & permitting services for the Cassen Park redesign in Ormond Beach, FL. There is an existing 50' right-of-way that runs through the middle of the property that we are proposing to vacate. As part of this process, we need to obtain "No Objection" letters from each Utility provider. Enclosed, you will find the following items for your review;

Utility Locate Ticket for reference
Survey Drawing showing the location of the existing 50' R/W
Current Site Plan drawing for the Cassen Park redesign project

Upon your review of the aforementioned documents, please let us know if you have any questions/comments. Otherwise, please provide us with a "No Objection" letter at your earliest convenience. Thank you for your assistance and I look forward to hearing back from you soon.

Best regards,

Scott Adams | Permit Coordinator
ZEVCOHEN & ASSOCIATES INC.
300 Interchange Blvd. | Suite C
Ormond Beach, FL. 32174
P: 386-677-2482 | F: 386-677-2505
sadams@zevcohen.com | www.zevcohen.com
Find us on Facebook

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF CORBIN AVENUE, A PLATTED PUBLIC RIGHT-OF-WAY WITHIN THE PROPERTY LOCATED AT 1 SOUTH BEACH STREET (VOLUSIA COUNTY PARCEL IDENTIFICATION NUMBER: 4215-14-03-0010), KNOWN AS "CASSEN PARK"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is an administrative request for the partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. The Notice of Intent resolution to vacate a portion of the unopened Corbin Avenue right-of-way was approved on October 15, 2024 with Resolution 2024-195. The Ordinance seeks to vacate an area of approximately 19,071 square feet internal to Cassen Park.

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 partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan.

   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 partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. 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 partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan. 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 partial vacation of the unopened Corbin Avenue right-of-way as part of the Cassen Park redevelopment plan.

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

December 3, 2024 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-37
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	251 South Atlantic Avenue, First Amended PBD		
Summary:	This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Tides at Ormond Beach Holdings, LLC, to amend the Planned Business Development (PBD), approved with Ordinance 2023-05, to amend the development order to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and Volusia County parcel number 4214-18-06-0011, along South Atlantic Avenue (approximately 0.76 acres). The amendment had originally proposed to remove the sidewalk and beach walkover improvement along the north property boundary along the Seminole Beach Approach. The Planning Board reviewed the Planned Business Development amendment on March 14, 2024 and recommended approval (6-0) of the amendment. On May 7, 2024, the City Commission requested that the applicant discuss with Volusia County alternatives and continued the amendment. Additional discussions between the applicant and Volusia County led to the Use Agreement for Improvements to Seminole Avenue Beach Approach to allow the construction of the sidewalk and beach walkover improvement. The revised site plan requires an 18' setback based on the dedication of land to Volusia County for the sidewalk and beach walkover improvement. The previous approval, Ordinance 2023-05, approved a reduction from 25' to 23.5' along the north property		

	boundary. The purpose of this amendment is to allow a north property line setback to 18' in order to allow the construction of the sidewalk and beach walkover improvement to be maintained by Volusia County.
Financial Impact:	None
Citizen Impact:	The requested amendment is not anticipated to have any citizen impact. The construction of the sidewalk and beach walkover improvement along the north property boundary along the Seminole Beach Approach was envisioned with the original approval and will provide pedestrian access to the beach.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the first amended Planned Business Development, to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05, to allow the construction of a sidewalk and beach walkover improvement at 251 South Atlantic Avenue and Volusia County parcel number 4214-18-06-0011, along South Atlantic Avenue.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-37 First Amendment, OBH LLC (P24-0048G) 2. First Amendment, OBH LLC (12.03.24) 3. Exhibit A, OBH Legal Description, 12.03.2024 4. Exhibit B PBD conditions - OBH LLC Version 3 5. Exhibit C, Site Plans 6. Applicant Resubmittal 7. May 7, 2024 CC Minutes 8. March 14, 2024 Planning Board Staff Report and Minutes 9. Ordinance BIE, 251 SAA, PBD Amendment
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

ORDINANCE NO. 2024-37

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-18-06-0011), KNOWN AS "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING A NORTH PROPERTY LINE SETBACK REDUCTION TO ALLOW THE CONSTRUCTION OF A PUBLIC SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Tides at Ormond Beach Holdings, LLC, a South Carolina limited liability company, is the owner of real property ("Applicant/Property Owner") located at 251 South Atlantic Avenue (Volusia County parcel number 4214-19-07-0010) and a portion of South Atlantic Avenue (no address) (Volusia County parcel number 4214-18-06-0011), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, by Ordinance 2023-05, the City Commission approved a development plan for a Planned Business Development known as "Ormond Beach Holdings, LLC" and authorized the execution of a development order therefor, which Ordinance and Development Order are recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planned Business Development ("PBD") Development Order approved by Ordinance 2023-05 included a requirement that a sidewalk and beach walkover improvement be constructed by the Applicant/Property Owner and dedicated to Volusia County after construction to improve the pedestrian access to the beach next to the Seminole Avenue beach approach, and

WHEREAS, subsequent to approval of the PBD Development Order, Volusia County staff stated they were unwilling to accept the maintenance responsibility and liability of the proposed sidewalk and beach walkover improvement, and

WHEREAS, the Applicant/Property Owner initiated an Ordinance for the issuance of a First Amended Development Order for a Planned Business Development to remove the requirement for a sidewalk and beach walkover improvement on the Property, consisting of approximately 2.95 acres, and

WHEREAS, the Planning Board held a public hearing on March 14, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code* and provided a recommendation of the application, and

WHEREAS, the City Commission reviewed the application to remove the requirement for a sidewalk and beach walkover improvement on the Property at the May 7, 2024 City Commission and continued the item to allow additional options to be discussed with Volusia County regarding the sidewalk and beach walkover improvement, and

WHEREAS, the applicant and Volusia County have developed a site plan for a sidewalk and beach walkover improvement, and a Use Agreement for Improvements to Seminole Avenue Beach Approach, which requires a north property line setback of 18', a reduction from the approved 23.5' north property line setback approved with Ordinance 2023-05, and

WHEREAS, the First Amended PBD Development Order allows the north property line setback of 18', and also includes updates to the Property Owner and parcel number for a portion of the Property as a result of a lot split recorded on January 24, 2024, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The amended land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business

Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The amended development is consistent with the *Comprehensive Plan*;

(3) The amended development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

(7) The amended development is functional in the use of space and aesthetically acceptable;

(8) The amended development provides for the safety of occupants and visitors;

(9) The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a First Amended Planned Business Development Development Order for the "Ormond Beach Holdings, LLC" project (a/k/a the "Ormond Beach Marriott" project) is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached First Amended PBD Development Order for the Planned Business Development to allow a north property line setback of 18' from the required 25' setback (previously reduced to 23.5' with Ordinance 2023-05) to allow the construction of a sidewalk and beach walkover improvement on the Property, consisting of approximately 2.95 acres.

SECTION THREE. Except to the extent hereby amended, Ordinance 2023-05 approved by the City Commission on January 24, 2023, which approved the "Ormond Beach Holdings, LLC" Planned Business Development Development Order, recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida, is hereby ratified and affirmed, and remains in full force and effect.

SECTION FOUR. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the First Amended PBD Development Order.

PASSED UPON at the first reading of the City Commission this 3rd day of December, 2024.

PASSED UPON at the second and final reading of the City Commission this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Tides at Ormond Beach Holdings, LLC, a South Carolina Limited Liability Company
	Application No.	2024-006
	Project Name:	Ormond Beach Holdings, LLC (a/k/a "Ormond Marriott")
	Property Address:	251 South Atlantic Avenue and an unaddressed parcel on South Atlantic Avenue
	Parcel ID No.:	4214-19-07-0010 and 4214-18-06-0011

FIRST AMENDED PLANNED BUSINESS DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on December 3, 2024 and January 7, 2025, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The amended development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The amended development is consistent with the *Comprehensive Plan*;

3. The amended development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The amended development is functional in the use of space and aesthetically acceptable;

8. The amended development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owner, Tides at Ormond Beach Holdings, LLC, a South Carolina limited liability company ("Applicant/Property Owner") for a First Amended Development Order for a Planned Business Development known as "Ormond Beach Holdings, LLC" (a/k/a "Ormond Marriott"), located at 251 South Atlantic Avenue and a portion of South Atlantic Avenue (no address), Volusia County parcel numbers: 4214-19-07-0010 and 4214-18-06-0011, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to allow a north property line setback of 18' from the required 25' setback (previously reduced to 23.5' with Ordinance 2023-05) to allow the construction of a sidewalk and beach walkover improvement on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "B";

3. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "C".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this First Amended Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. Except to the extent hereby amended, Ordinance No. 2023-05 approved by the City Commission on January 24, 2023, which approved the "Ormond Beach Holdings, LLC" Planned Business Development Development Order recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida is hereby ratified and affirmed, and remains in full force and effect.

F. A building and site engineering permit have been issued and the project is considered vested.

G. This First Amended Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

[Remainder of page intentionally left blank]

ORDERED this 7th day of January, 2025.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue – 4214-19-07-0010

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE–SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

South Atlantic Avenue – 4214-18-06-0011

WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080–2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

Map of Area



PARCEL ID:	4214-19-07-0010 and 4214-18-06-0011
OWNER:	TIDES AT ORMOND BEACH HOLDINGS, LLC
APPLICANT:	TIDES AT ORMOND BEACH HOLDINGS, LLC
PLANNED BUSINESS DEVELOPMENT ADDRESS:	251 SOUTH ATLANTIC AVENUE AND NO ADDRESS SOUTH ATLANTIC AVENUE

ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and Volusia County parcel number 4214-18-06-0011, along South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-7, Highway Tourist Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58'for the Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby granted.
6. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby approved.
7. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "C" to the PBD Development Order is hereby approved. Note that the condition previously approved that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel has been accomplished by the Florida Department of Transportation.

8. The roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue has been completed. This pedestrian connection links the remote parking lot on the west side of South Atlantic Avenue and the hotel property.
9. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
10. A bus shelter is required on the west side of South Atlantic Avenue.
11. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at Volusia County parcel number 4214-18-06-0011, along South Atlantic Avenue is from Ormond Parkway.
12. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
13. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.
14. The project proposes to deed a public walkway for a public beach sidewalk and beach walkover along the Seminole Avenue Beach Approach to be dedicated to Volusia County, which will reduce the side corner yard area. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The side corner yard setback of 23.5' as shown on the original site plan and a waiver of 1.5' was granted within Exhibit "C" of Ordinance 2023-05. Based on additional discussion with Volusia County, the needed side corner yard setback regarding the public walkway for beach access is 18'. The side corner yard setback of 18' as shown on the site plan and a waiver of 7' is granted as depicted in Exhibit "C" of the First Amended PBD Development Order.

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
2) WATER SERVICE TO BE 6" PVC (SDR 26). WATER MAINS TO BE PVC, DR=18, C-900.
3) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY [illegible] SURVEY.
5) TELEPHONE, ELECTRIC AND ALL UTILIES TO BE UNDERGROUND.
6) MINIMUM 32" COVER REQUIRED ON ALL WATER MAINS, MAX. COVER 42".
7) STOP/STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
8) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
9) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER. TO ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12", ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (GOVERNING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE. SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT.
BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3269

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION PER NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKING LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21, PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

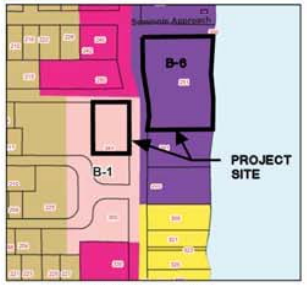


VICINITY MAP



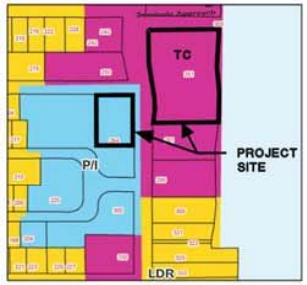
FLOOD MAP

PEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS "X" AND "VE" (EL 11)



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC – TOURIST COMMERCIAL
P/I – PUBLIC / INSTITUTIONAL

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
51-64	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
65-67	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSNELL P.E. #53900 R.L.A. #6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

GENERAL INFORMATION

OWNER (EAST SITE):
TIDES AT ORMOND BEACH HOLDINGS, LLC
5 CENTURY DRIVE
SUITE 210
GREENVILLE, SC 29607

OWNER (WEST SITE):
TIDES AT ORMOND BEACH HOLDINGS, LLC
5 CENTURY DRIVE
SUITE 210
GREENVILLE, SC 29607

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0776
EMAIL: Joshhoward@svn.com

SURVEYOR:
DEMBERRY
BILL DONLEY, PSM
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9826 FAX (407) 648-9104
EMAIL: bdonley@dewberry.com

LAND USE ATTORNEY:
COBB COLE
ROBERT MERREL
149 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrell@cobbcole.com
JESSICA GOW
EMAIL: jessica.gow@cobbcole.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645, L.A. #553
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #3910
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E-MAIL: info@parkermynchenberg.com
E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO 2 ARCHITECTURE
ADAM WILSON
227 W 4TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0544
www.studio2-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAIL: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION
PROJECT NAME: ORMOND BEACH HOLDINGS, LLC
PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010
EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL
PROPOSED ZONING: BPD
STREET ADDRESS/LOCATION: EAST SITE – 251 SOUTH ATLANTIC AVENUE
WEST SITE – 264 SOUTH ATLANTIC AVENUE
SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC
ARCHITECTURAL STYLE – FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY
EAST SITE (2.19 AC):
EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF
PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF
TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):
EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF
PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF
TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%
TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:
BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003
SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT
BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:
EAST PROPERTY
PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES
PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES
WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES
TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED
BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

NO.	DATE	DESCRIPTION	BY
A	01-17-23	REVISED	MRB
B	05-02-23	REVISED	MRB
C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
D	12-18-23	REVISED FENCING	MRB
E	02-01-24	REVISED PER CITY COMMENTS	MRB
00	05-23-24	CONFORMED CONSTRUCTION SET	MRB
01	11-04-24	DRAWING UPDATES	MRB

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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

COVER SHEET

SHEET NO. 1

File No: 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

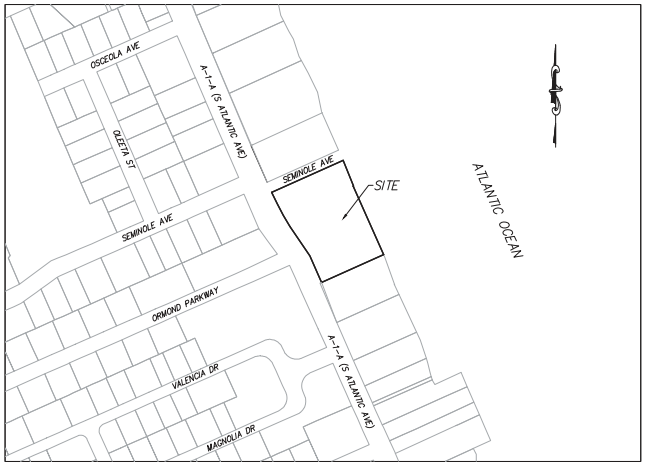
Digitally signed by Kevin Lee
Date: 2024.11.05 08:18:14 -05'00'

SEAL

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
-OF-
251 SOUTH ATLANTIC AVENUE

SCHEDULE B2 EXCEPTIONS:

1. STANDARD EXCEPTIONS 1–5. NOT RELATED TO SURVEY.
5. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS CONTAINED ON THE PLAT OF RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY RECORDED IN PLAT BOOK 8, PAGE 196. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH RECORDED IN MAP BOOK 3, PAGE 108. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
7. RIGHT OF REVERTER RESERVED BY FLORIDA POWER AND LIGHT COMPANY CONTAINED IN THAT CERTAIN QUIT CLAIM DEED TO THE STATE OF FLORIDA RECORDED MAY 10, 1972, IN OFFICIAL RECORDS BOOK 1421, PAGE 100. (AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE).
8. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED APRIL 3, 1973, IN OFFICIAL RECORDS BOOK 1566, PAGE 587, PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2011 IN OFFICIAL RECORDS BOOK 6620, PAGE 3862. (AFFECTS SUBJECT PROPERTY – PLOTTED)
9. RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ABUTTING THE SUBJECT PROPERTY AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY LINE SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA. (AFFECT SUBJECT PROPERTY – LANDS LYING BEACHSIDE OF THE SEA WALL)
10. NOT WITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE AGAINST RIGHTS OF THE STATE OF FLORIDA BASED ON THE DOCTRINE OF THE STATE'S SOVEREIGN OWNERSHIP OF LANDS LYING BELOW THE MEAN HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. (AFFECTS LANDS LYING BEACHSIDE OF THE SEAWALL)
11. ANY LAND DESCRIBED IN SCHEDULE A WHICH IS ARTIFICIALLY FILLED LAND IN WHAT WAS FORMERLY NAVIGABLE WATERS, IS SUBJECT TO THE RIGHTS OF THE UNITED STATES GOVERNMENT, ARISING BY SAID GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS INVOLVING NAVIGATION AND COMMERCE. (DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY)
12. COASTAL CONSTRUCTION SETBACK/CONTROL LINE AS RECORDED AND FILED FROM TIME TO TIME IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND IF THE SUBJECT PROPERTY ABUTS THE MEAN HIGHWATER LINE OF THE GULF OF MEXICO, ATLANTIC OCEAN, OR THE STRAITS OF FLORIDA, THE RIGHT TO USE SUCH PROPERTY MAY BE AFFECTED BY THE PROVISIONS OF SECTIONS 161.052 AND 161.053, FLORIDA STATUTES. (AFFECTS SUBJECT PROPERTY– PLOTTED HEREON)
13. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NONE PROVIDED FOR REVIEW)



VICINITY MAP
SCALE: 1"=200'

LEGAL DESCRIPTION:

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE–SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF N23°45'06"W ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "VE".
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9464222, DATED 04/20/2021.
5. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
8. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.
10. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).
11. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 06/20/2022 PER FAC 5J–17.062(2).
12. THE COAST CONSTRUCTION CONTROL LINE (CCCL) SHOWN HEREON IS PLOTTED BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES MAP BOOK 30, PAGE 20 ON FILE WITH FDEP IN TALLAHASSEE, FLORIDA. THIS LINE MAY IMPACT THE SETBACKS AND CONSTRUCTIBILITY OF IMPROVEMENTS WITHIN THE PREMISES.
13. THE APPROXIMATE ACREAGE OF THE PREMISES IS: 95,410.42 SQAURE FEET, 2.19 ACRES MORE OR LESS. THIS ACREAGE CONTAINS APPROXIMATELY 1,365 SQUARE FEET, 0.03 ACRES LYING BEACHSIDE OF THE SEAWALL AS NOW EXISTS THAT MAY BE SOVEREIGN LANDS OF THE STATE OF FLORIDA.
14. LANDS SHOWN HEREON LIE WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL 12127C0216K, FLOOD ZONES X AND VE (FLOOD ELEVATION OF 11.00 FEET) AND PARTIALLY LIE WITHIN A COASTAL FLOOD HAZARD AREA.
15. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AO1879), DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT,M STAMPED "79 78 A64", HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

SHEET INDEX:

SHEET 1: COVER SHEET
SHEET 2–3: TOPOGRAPHIC SURVEY
SHEET 4: COASTAL CONSTRUCTION CONTROL LINE EXHIBIT; BUILDING SETBACK EXHIBIT

CERTIFIED TO:

BLACKSTREAM HOMES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY

WILLIAM D. DONLEY CERTIFICATE NO. 5381 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050–.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley — Digitally signed by William D Donley Date: 2022.06.20 09:51:45 -04'00'

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22–24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WDD
22–24	06/16/22	MCD	MEAN HIGH WATER AND SEASONAL HIGH WATER LINES ADDED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

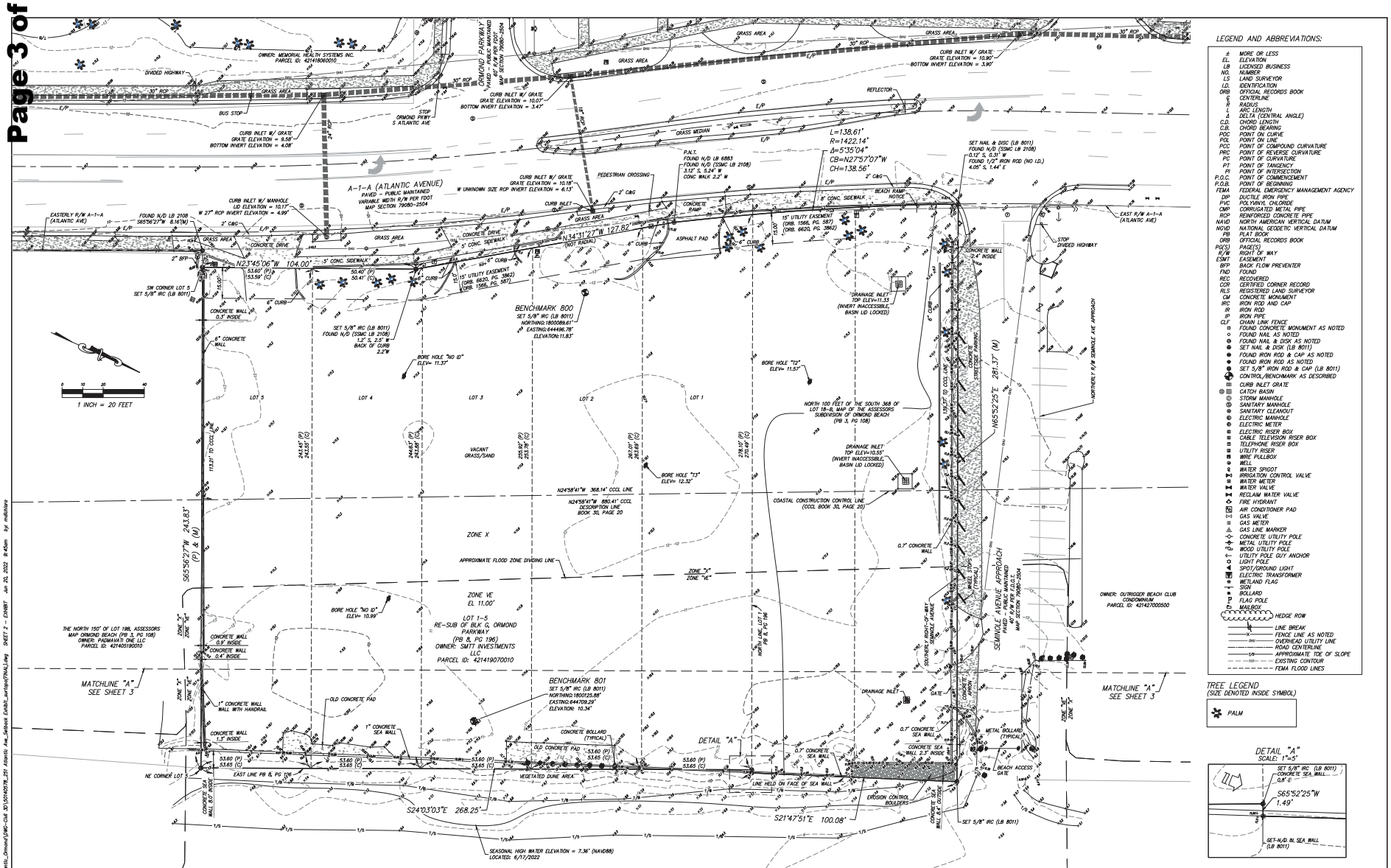
LOT 1–5, RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY SUBDIVISION LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY –FOR– BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

1 OF 4

Drawing name: S:\251 S Atlantic, Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_survtop(FINAL).dwg SHEET 1 - EXHIBIT Jun 20, 2022 8:45am by mdahlberg



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
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ORLANDO, FLORIDA 32806
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LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

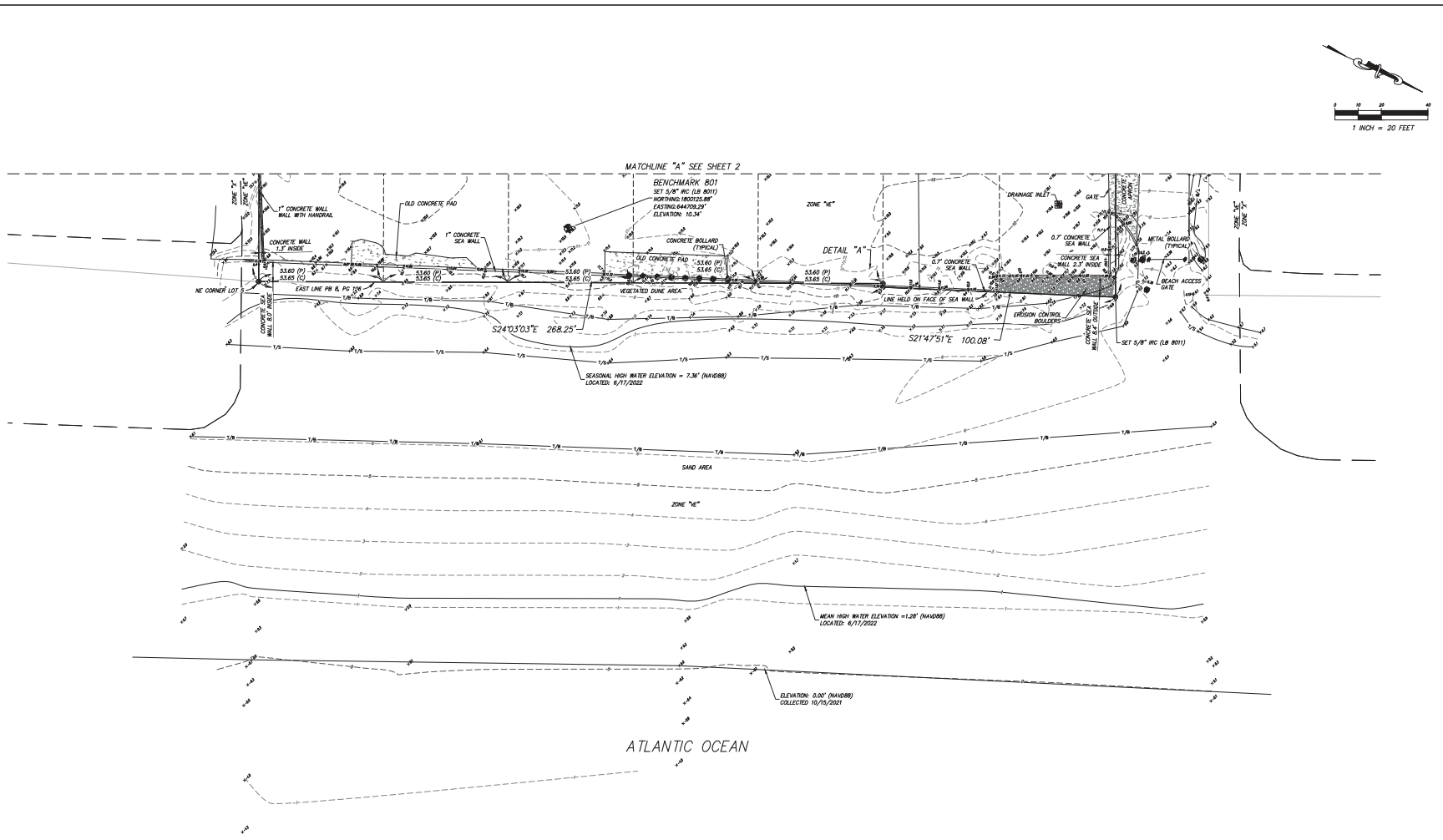
PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/13/2022	50140578

DRAWING DATE	BY	APPROVED	SCALE
06/20/2022	MCD	WDD	N/A

2 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-CIVIL 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 2 - EXHIBIT Jun 20, 2022 9:45am by: mdichiara



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

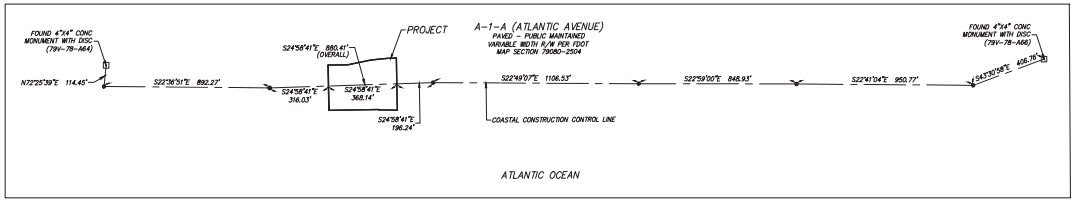
FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/13/2022	50140578

DRAWING DATE	BY	APPROVED	SCALE
06/20/2022	MCD	WDD	N/A

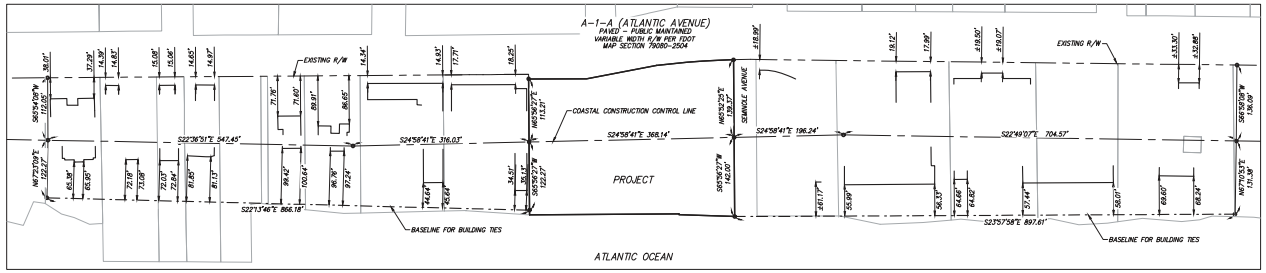
3 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 9:46am by: mdichiara

COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT



BUILDING SETBACK EXHIBIT



AVERAGE SETBACK CALCULATION

Address	Description	New Setback Ave
[illegible]	[illegible]	[illegible]

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

4 OF 4

Drawing name: S:\251 S Atlantic_Ormond\UWC-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_survtop(FINAL).dwg SHEET 4 - EXHIBIT Jun 20, 2022 8:46am by mdiblasio

ALTA/NSPS LAND TITLE SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC
-OF-
264 SOUTH ATLANTIC AVENUE

LEGAL DESCRIPTION: PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 101611784

PARCEL NORTH OF ORMOND PARKWAY: A PORTION OF BLOCK "C", ORMOND PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "C", THENCE NORTH 25 DEGREES, 00 MINUTES 00 SECONDS WEST, 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "C", 209.55 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "C"; THENCE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 7, 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "C", 209.42 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE ½ INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "A", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A); SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 26 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 105.12 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID JOG, 2.10 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 220.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 59 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 14.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.17 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 25 DEGREES 16 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.13 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES 00 MINUTES 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F" ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE; A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.08 FEET, AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 40 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 2, SAID BLOCK "B", 81.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 56 MINUTES 26 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID CURVE SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES 58 MINUTES 37 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 64 DEGREES 59 MINUTES 48 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 5, SAID BLOCK "B", 49.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES 09 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 250.00 FEET, TO THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 24 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 119.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.91 FEET AND A CENTRAL ANGLE OF 90 DEGREES 06 MINUTES 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.09 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 70.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 64 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 49.65 FEET TO SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 50 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY ALSO BEING KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND THE EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9 AND 10, BLOCK "B"; LOTS 1, 2, 3, 4, 5, 6 AND 26, BLOCK "D", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10, BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOTS 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE PROPERTY AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A). SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 25 DEGREES, 31 MINUTES, 09 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 104.03 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 2.10 FEET; THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 219.95 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 5 DEGREES 56 MINUTES 26 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 67 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON RIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9 AND 10, BLOCK "B"; LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK "D" ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

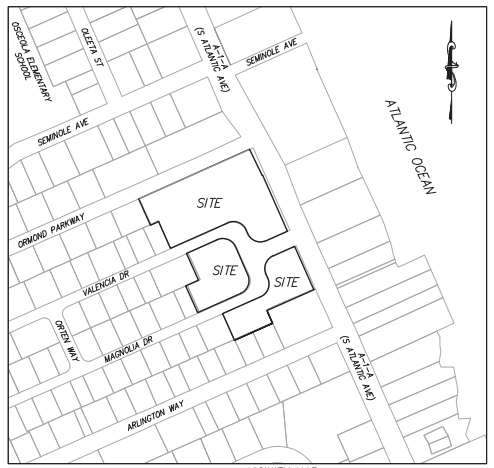
LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOT 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING: 184976.86 SQUARE FEET OR 4.25 ACRES MORE OR LESS.



VICINITY MAP
SCALE: 1"=200'

SURVEYOR'S CERTIFICATE:
TO: ORMOND BEACH HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY; FOX ROTHSCHILD LLP; CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (INSERT CORRECT ITEMS HERE-1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10, 11(b), 13, 22, 23-INSERT CORRECT ITEMS HERE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10-16-2021.

DATE OF PLAT OR MAP: 04-29-2022

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley
Digitally signed by William D Donley
Date: 2022.04.29 14:43:02 -04'00'

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

DATE

WILLIAM D. DONLEY CERTIFICATE NO. 5381 STATE OF FLORIDA REGISTERED LAND SURVEYOR

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE
2021 A / 4-6	05/24/2021
DRAWING DATE	BY / APPROVED
04/29/2022	MCD / WDD

PROJECT NO. 50140578
SCALE 1" = 200'
1 OF 3

Drawing name: S:\251 S Atlantic, Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_survtls_MAIN FILE WEST SIDE.dwg SHEET 1 - COVER Apr 29, 2022 2:34pm bk mdbakara

SCHEDULE B2 EXCEPTIONS:

1–5. STANDARD EXCEPTIONS.

6. MATTERS AS CONTAINED ON THE PLAT OF ORMOND PARKWAY, RECORDED IN PLAT BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED)

7. MATTERS AS CONTAINED ON THE PLAT OF ROCKEFELLER HEIGHTS, RECORDED IN PLAT BOOK 6, PAGE 210 AND RECORDED IN PLAT BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED).

8. EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN DEED BOOK 552, PAGE 203. (DOES NOT AFFECT – NOT PLOTTED).

9. EASEMENT TO CITY OF ORMOND BEACH FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 495, PAGE 701. (MAY AFFECT SUBJECT PARCEL – DOCUMENT PROVIDED IS ILLEGIBLE).

10 EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 500, PAGE 248. (DOES NOT AFFECT – NOT PLOTTED).

11. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 1112, PAGE 593. (AFFECTS – PLOTTED).

12. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2487, PAGE 224. (AFFECTS – PLOTTED).

13. RESTRICTIONS AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 618, PAGE 65. (DOES NOT AFFECT – NOT PLOTTED).

14. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 37, BEING DEED NO. 2066, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1747. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 5, 9 AND 10, BLOCK A.) (AFFECTS – NOT PLOTTED).

15. OIL AND MINERAL RESERVATION AND STATE ROAD RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 315, PAGE 394, BEING DEED NO. 1930. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 2, BLOCK B.) (AFFECTS – NOT PLOTTED).

16. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 30, BEING DEED NO. 2062, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1748. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 6, BLOCK A.) (AFFECTS – NOT PLOTTED).

17. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 243, BEING DEED NO. 2229. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 1 THROUGH 4, BLOCK F.) (DOES NOT AFFECT – NOT PLOTTED).

18. CONDITIONAL USE PERMIT WITH THE CITY OF ORMOND BEACH RECORDED IN OFFICIAL RECORDS BOOK 4027, PAGE 2177, AMENDED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1698 AND BY AMENDED CONDITIONAL USE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1702. (AFFECTS – NOT PLOTTABLE).

19. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 3699. (AFFECTS – PLOTTED).

20. RESOLUTION NO. 2019–27 FOR IMPACT FEE RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1774, AFFECTED BY IMPACT FEE PRESERVATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1802. (AFFECTS – NOT PLOTTABLE).

21. ORDER OF TAKING PURSUANT TO THAT CERTAIN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1690, PAGE 706. (AFFECTS – NOT PLOTTABLE).

22. INTENTIONALLY DELETED

23. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S23°53'59"E ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.

2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NA VD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AG1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT, STAMPED "79 78 A64"| HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".

4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY CHICAGO NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 101611784, REVISION 1: DATED 03/01/2022.

6. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.

7. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.

8. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

9. THERE ARE (163) REGULAR PARKING SPACES, (9) HANDICAP SPACES AND (0) MOTORCYCLE PARKING AREAS TOTALING (172) PARKING SPACES IN THE SUBJECT PARCEL.

10. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS PART OF THIS SURVEY.

11. ALL CURBS ARE 2' CURB AND GUTTERS UNLESS OTHERWISE NOTED.

12. SUBJECT PARCEL CONTAINS: ±4.25 ACRES
ZONING: R3–SINGLE FAMILY MEDIUM DENSITY & B1–PROFESSIONAL OFFICE/HOSPITAL
PER CITY OF ORANGE BEACH ZONING DEPARTMENT

SETBACKS: R3–SINGLE FAMILY MEDIUM DENSITY	SETBACKS: B1–PROFESSIONAL OFFICE/HOSPITAL
FRONT – 25 FEET	FRONT – 20'
REAR – 20 FEET	REAR – 20' – 30' IF ABUTTING RESIDENTIAL DISTRICT
SIDE – 8' TOTAL 20' FEET	SIDE – 10'
CORNER LOT STREET – SIDE SETBACK – 20 FEET	CORNER LOT STREET SIDE – SIDE SETBACK – 20'
MAXIMUM BUILDING HEIGHT – 30' FEET	MAXIMUM BUILDING HEIGHT – 40', HOSPITAL MAY BE 55'
PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE	PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE
(SECTION 2–15. – R3, SINGLE FAMILY MEDIUM DENSITY)	(SECTION 2–22. – B1, PROFESSIONAL OFFICE/HOSPITAL)

13. LANDS DESCRIBED HEREON AND REFERENCED TO CHICAGO TITLE INSURANCE AGENCY COMMITMENT #1016111784 ARE ONE IN THE SAME AS THE LANDS DESCRIBED AS THE "AS SURVEYED" PARCEL WITH NO GAPS, GORES OR OVERLAPS BETWEEN SAID PARCELS.

14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).

15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 04/29/2022 PER FAC 5J–17.062(2).

LEGEND AND ABBREVIATIONS:

(M)	MEASUREMENT BASED ON FIELD OBSERVATIONS	SEC	SECTION	WOOD UTILITY POLE	
(D)	MEASUREMENT PER LEGAL DESCRIPTION	COR	CERTIFIED CORNER RECORD	UTILITY POLE GUY ANCHOR	
(FDOT)	MEASUREMENT PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP	RLS	REGISTERED LAND SURVEYOR	LIGHT POLE	
		CM	CONCRETE MONUMENT	SIGN	
(C)	CALCULATED BASED ON FIELD OBSERVATIONS	IRC	IRON ROD AND CAP		
	RIGHT OF WAY MAPS, PLATS AND DESCRIPTIONS	IR	IRON ROD	LINE BREAK	
(P)	MEASUREMENT PER PLAT	IP	IRON PIPE	FENCE LINE AS NOTED	
±	MORE OR LESS	⊡	FOUND CONCRETE MONUMENT AS NOTED	OVERHEAD UTILITY LINE	
EL.	ELEVATION	○	FOUND NAIL AS NOTED	APPROXIMATE TOP OF BANK	
LB	LICENSED BUSINESS	⊛	FOUND NAIL & DISK (LB 1221) UNLESS OTHERWISE NOTED	APPROXIMATE TOE OF SLOPE	
NO.	NUMBER			EXISTING CONTOUR	
LS	LAND SURVEYOR	⊛	SET NAIL & DISK (LB 8011)	SANITARY SEWER LINE	
ID	IDENTIFICATION	●	FOUND IRON ROD & CAP AS NOTED UNLESS OTHERWISE NOTED	STORM DRAINAGE LINE	
ORB	OFFICIAL RECORDS BOOK			WATER LINE	
℄	CENTERLINE	●	FOUND IRON ROD AS NOTED	ROAD CENTER LINE	
R	RADIUS	⊛	SET 5/8" IRON ROD & CAP (LB 8011)	C&G CURB AND GUTTER	
L	ARC LENGTH	⊕	CONTROL/BENCHMARK AS DESCRIBED	CONC CONCRETE	
Δ	DELTA (CENTRAL ANGLE)	▤	CURB INLET GRATE	PROP PROPERTY	
C.D.	CHORD LENGTH	▥	CATCH BASIN	IRCF IRON ROD & CAP FOUND	
C.B.	CHORD BEARING	Ⓢ	STORM MANHOLE	NDS NAIL/DISC SET	
CLF	CHAIN LINK FENCE	Ⓢ	SANITARY MANHOLE		
P.O.C.	POINT OF COMMENCEMENT	Ⓢ	SANITARY CLEANOUT	CONCRETE AREA	
P.O.B.	POINT OF BEGINNING	Ⓔ	ELECTRIC MANHOLE		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	Ⓔ	ELECTRIC METER		
DIP	DUCTILE IRON PIPE	▣	ELECTRIC RISER BOX		
PVC	POLYVINYL CHLORIDE	▣	CABLE TELEVISION RISER BOX	BRICK PAVED AREA	
CMP	CORRUGATED METAL PIPE	▣	TELEPHONE RISER BOX		
RCP	REINFORCED CONCRETE PIPE	⋈	IRRIGATION CONTROL VALVE		
NAVD	NORTH AMERICAN VERTICAL DATUM	Ⓦ	WATER METER		
PB	PLAT BOOK	⋈	WATER VALVE	ASPHALT AREA	
OR	OFFICIAL RECORDS BOOK	⋈	FIRE HYDRANT		
PG(S)	PAGE(S)	◇	CONCRETE UTILITY POLE		
R/W	RIGHT OF WAY	◇	METAL UTILITY POLE	Ⓟ PARKING SPACE COUNT	
ESMT	EASEMENT				

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
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PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

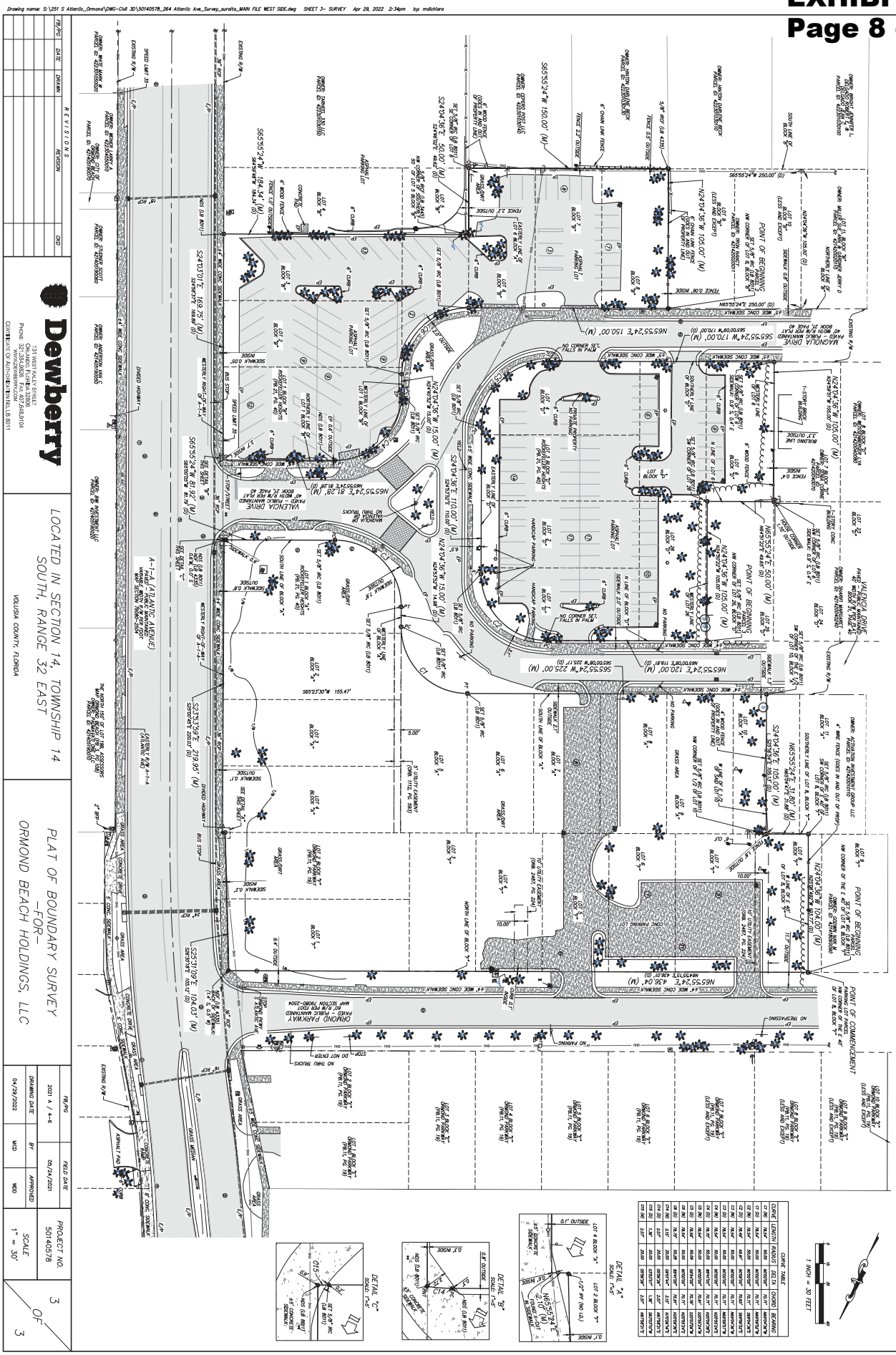
FB/PG	FIELD DATE
2021 A / 4–6	05/24/2021
DRAWING DATE	BY / APPROVED
04/29/2022	MCD / WDD

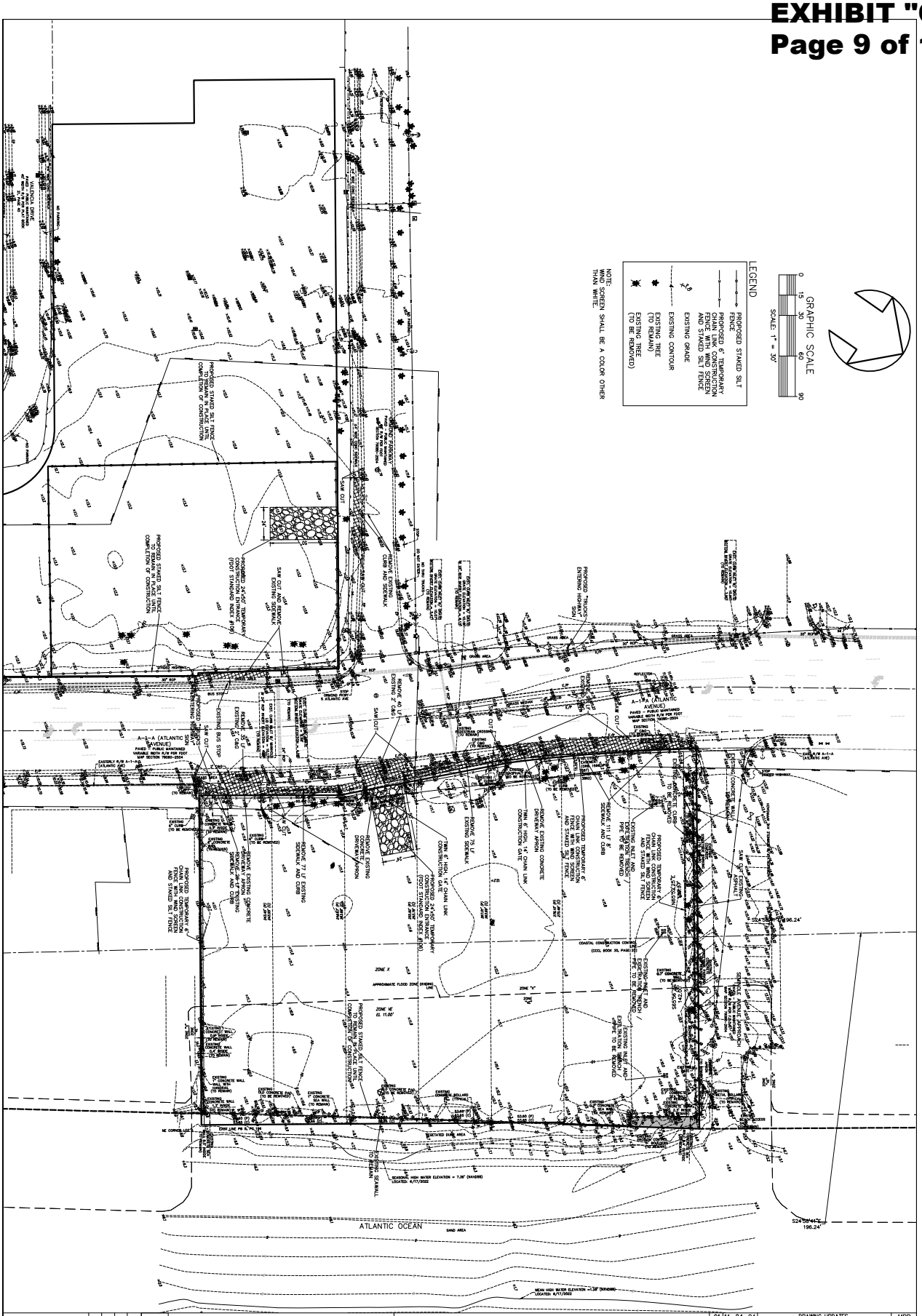
PROJECT NO. 50140578

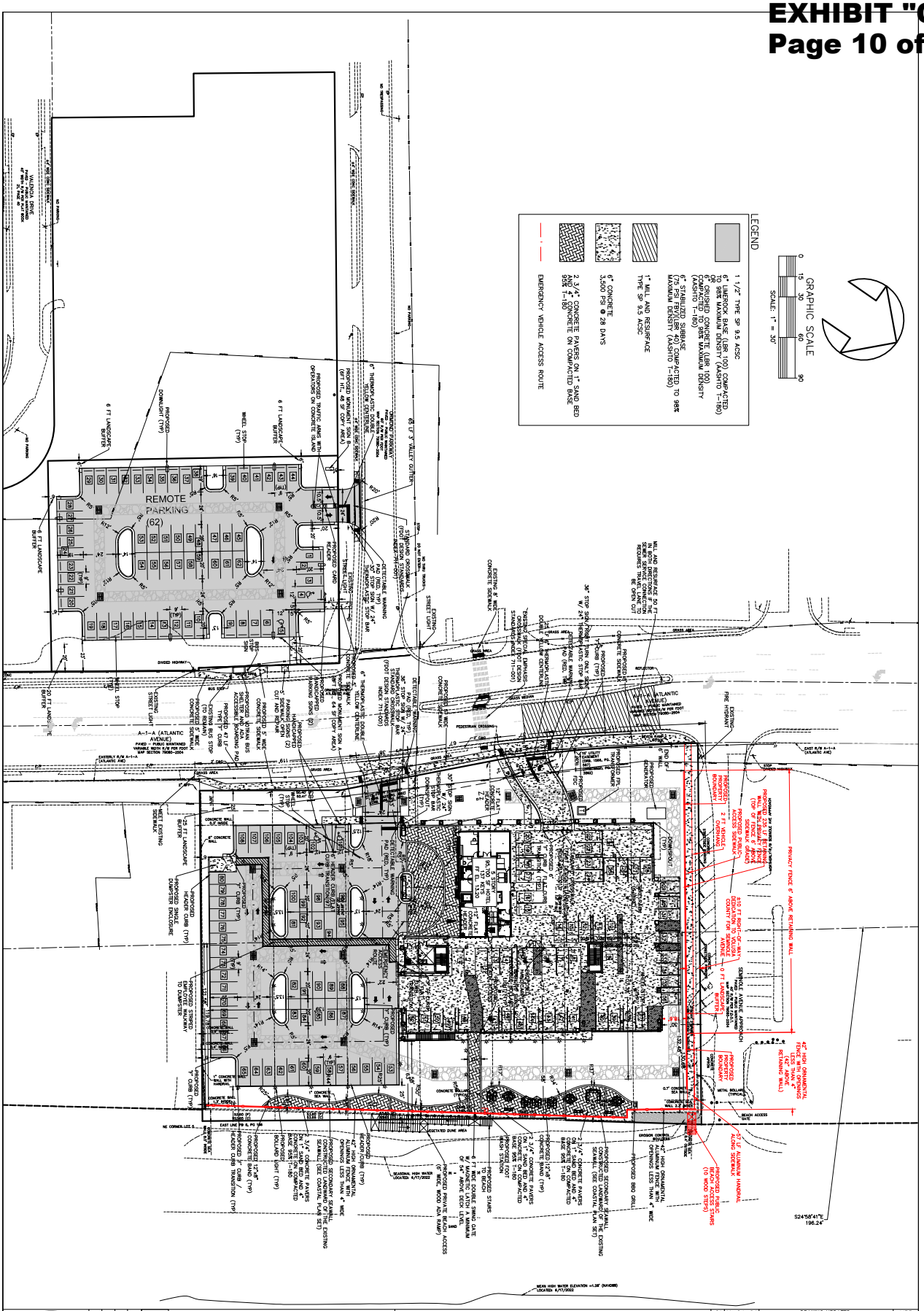
SCALE N/A

2 OF 3

Drawing name: S:\251 S Atlantic, Ormond\DWG-Civil 3D\50140578_B4 Atlantic Ave_Survey_auratto_MAIN FILE WEST SIDE.dwg SHEET 2 – B2S Apr 29, 2022 2:54pm by mdickens


Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE 321.354.9926 FAX 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA
PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC
PROJECT NO.
50140578
SCALE
1" = 30'
3
OF
3
1 INCH = 30 FEET
DETAIL "A"
DETAIL "B"
DETAIL "C"
POINT OF BEGINNING
POINT OF COMMENCEMENT
VALENCIA DRIVE
MAGNOLIA DRIVE
ORMOND PARKWAY
A-1-A (ATLANTIC AVENUE)


LEGEND
PROPOSED STAKED SILT FENCE
PROPOSED 6' TEMPORARY CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
EXISTING GRADE
EXISTING CONTOUR
EXISTING TREE (TO REMAIN)
EXISTING TREE (TO BE REMOVED)
NOTE: WIND SCREEN SHALL BE A COLOR OTHER THAN WHITE.
GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'
ATLANTIC OCEAN
SAND AREA
MEAN HIGH WATER ELEVATION = 3.38' (NAVD88)
LOCATED: 6/17/2022
SEAWALL TO REMAIN
EXISTING SEAWALL TO REMAIN
ZONE X
ZONE "A"
ZONE VE (EL 11.00')
APPROXIMATE FLOOD ZONE DIVIDING LINE
COASTAL CONSTRUCTION CONTROL LINE (CCCL BOOK 30, PAGE 1)
A-1-A (ATLANTIC AVENUE)
PROPOSED TEMPORARY 24'-0" CONSTRUCTION ENTRANCE (FDOT STANDARD INDEX #105)
PROPOSED TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
PROPOSED STAKED SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
REMOVE EXISTING CONCRETE DRIVEWAY APRON
REMOVE EXISTING CONCRETE SIDEWALK AND CURB
REMOVE 75 LF EXISTING SIDEWALK
REMOVE 40 LF EXISTING 2' CBG
SAW CUT
EXISTING BUS STOP
PROPOSED TRUCKS ENTERING HIGHWAY SIGN
EXISTING INLET AND PIPE TO BE REMOVED
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE CURB
EXISTING CONCRETE WALL
EXISTING CONCRETE RETAINING WALL
EXISTING CONCRETE PAD
EXISTING BOLLARD (TYPICAL)
EXISTING CONCRETE WALL AND SIGN (TO REMAIN)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING CONCRETE PAD (TO BE REMOVED)
EXISTING CONCRETE WALL AND SIGN (TO BE REMOVED)
EXISTING CONCRETE WALL (TO REMAIN)
EXISTING CONCRETE PAD (TO REMAIN)
EXISTING CONCRETE WALL AND SIGN (TO REMAIN)
EXISTING CONCRETE RETAINING WALL (TO REMAIN)
EXISTING CONCRETE RETAINING WALL (TO BE REMOVED)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING CONCRETE WALL AND SIGN (TO BE REMOVED)
EXISTING CONCRETE PAD (TO BE REMOVED)
EXISTING CONCRETE WALL (TO REMAIN)
EXISTING CONCRETE WALL AND SIGN (TO REMAIN)
EXISTING CONCRETE PAD



ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

SITE PLAN

SHEET NO. 3

File No. 21-51

Drawn By: MRB

Date: 11-20-21

SCALE: 1"=30'

SEAL

Digitally signed by Kevin Lee
Date: 2024.11.05 08:20:16 -05'00'

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

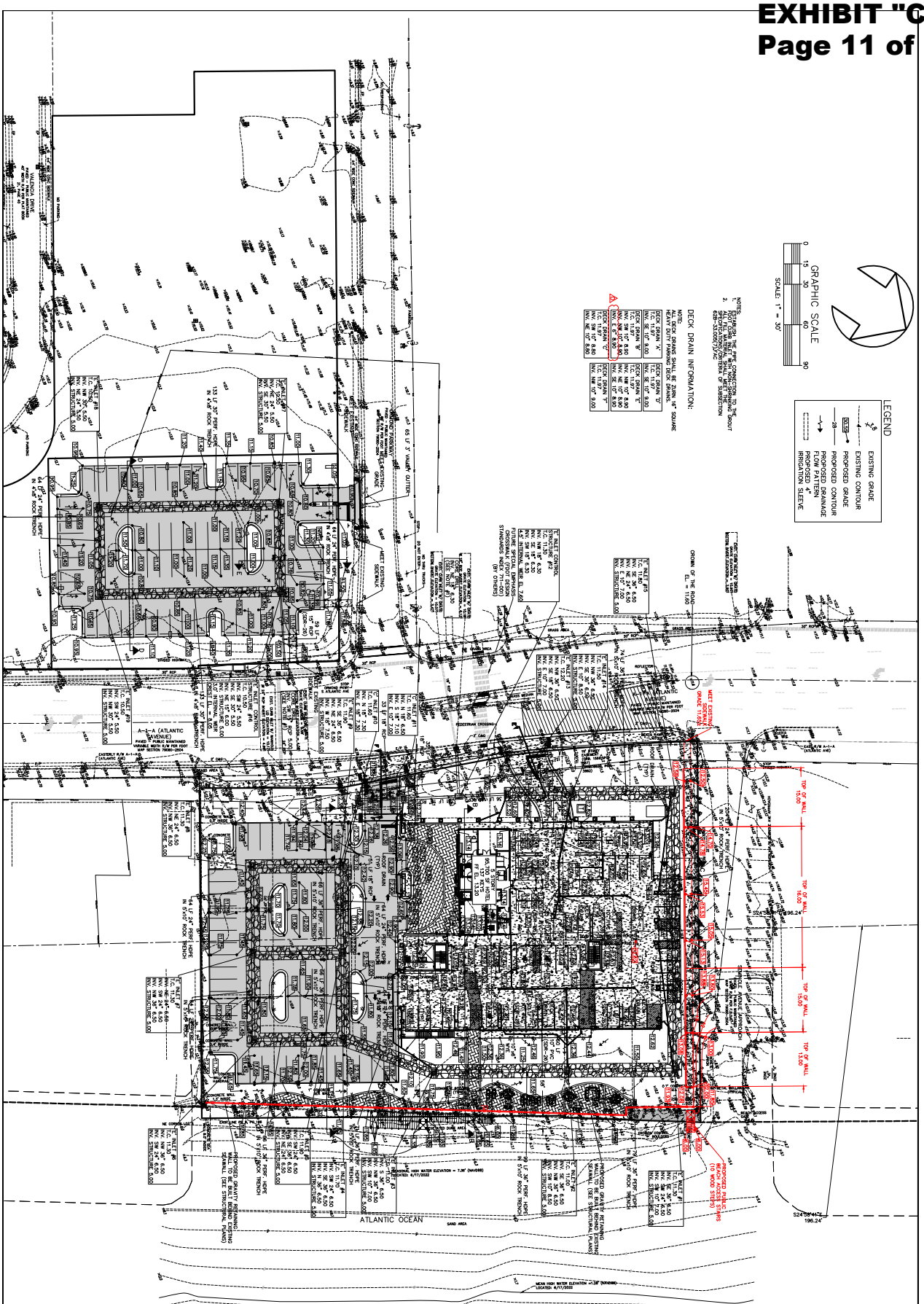
PARKER MYNCHENBERG P.E. #33645 R.L.A. #0001553

STEVE BUSNELL P.E. #53695 R.L.A. #6667011

KEVIN A. LEE P.E. #71701

CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
01	11-04-24	DRAWING UPDATES	MRB
00	05-22-24	CONFORMED CONSTRUCTION SET	MRB
O	05-03-24	ISSUE FOR CONSTRUCTION SET	MRB
E	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
D	12-18-23	REVISED FENCING	MRB
C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
B	05-02-23	REVISED	MRB
A	01-17-23	REVISED	MRB


LEGEND
EXISTING GRADE
EXISTING CONTOUR
PROPOSED GRADE
PROPOSED CONTOUR
PROPOSED DRAINAGE FLOW PATTERN
PROPOSED 4" IRRIGATION SLEEVE
GRAPHIC SCALE
SCALE: 1" = 30'
DECK DRAIN INFORMATION:
ATLANTIC OCEAN
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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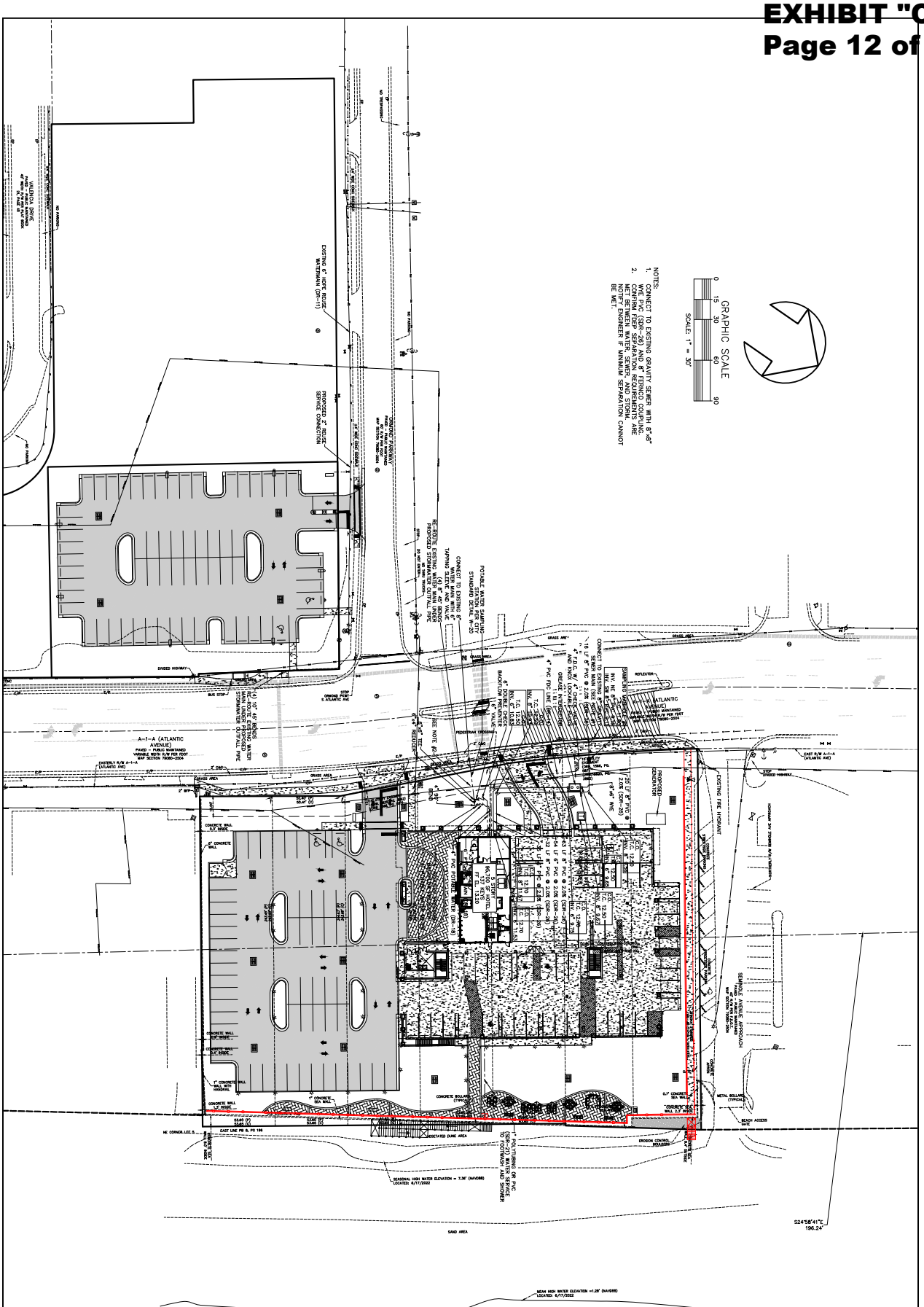
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
01 11-04-24 DRAWING UPDATES MRB
00 05-22-24 CONFORMED CONSTRUCTION SET MRB
0 05-03-24 ISSUE FOR CONSTRUCTION SET MRB
E 02-29-24 REVISED PER CITY PD AMENDMENT COMMENTS MRB
D 12-18-23 REVISED FENCING MRB
C 10-18-23 DELETED PUBLIC BEACH ACCESS MRB
B 05-02-23 REVISED MRB
A 01-17-23 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS
SHEET NO. 4
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
Digitally signed by Kevin Lee Date: 2024.11.05 08:20:52 -05'00'
SEAL



ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. C5

File No. 21-51

Drawn By: MRB

Date: 11-20-21

SCALE: 1"=30'

Digitally signed by Kevin Lee
Date: 2024.11.05 08:21:21 -05'00'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PARKER MYNCHENBERG P.E. #32645 R.L.A. #6001553,
STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
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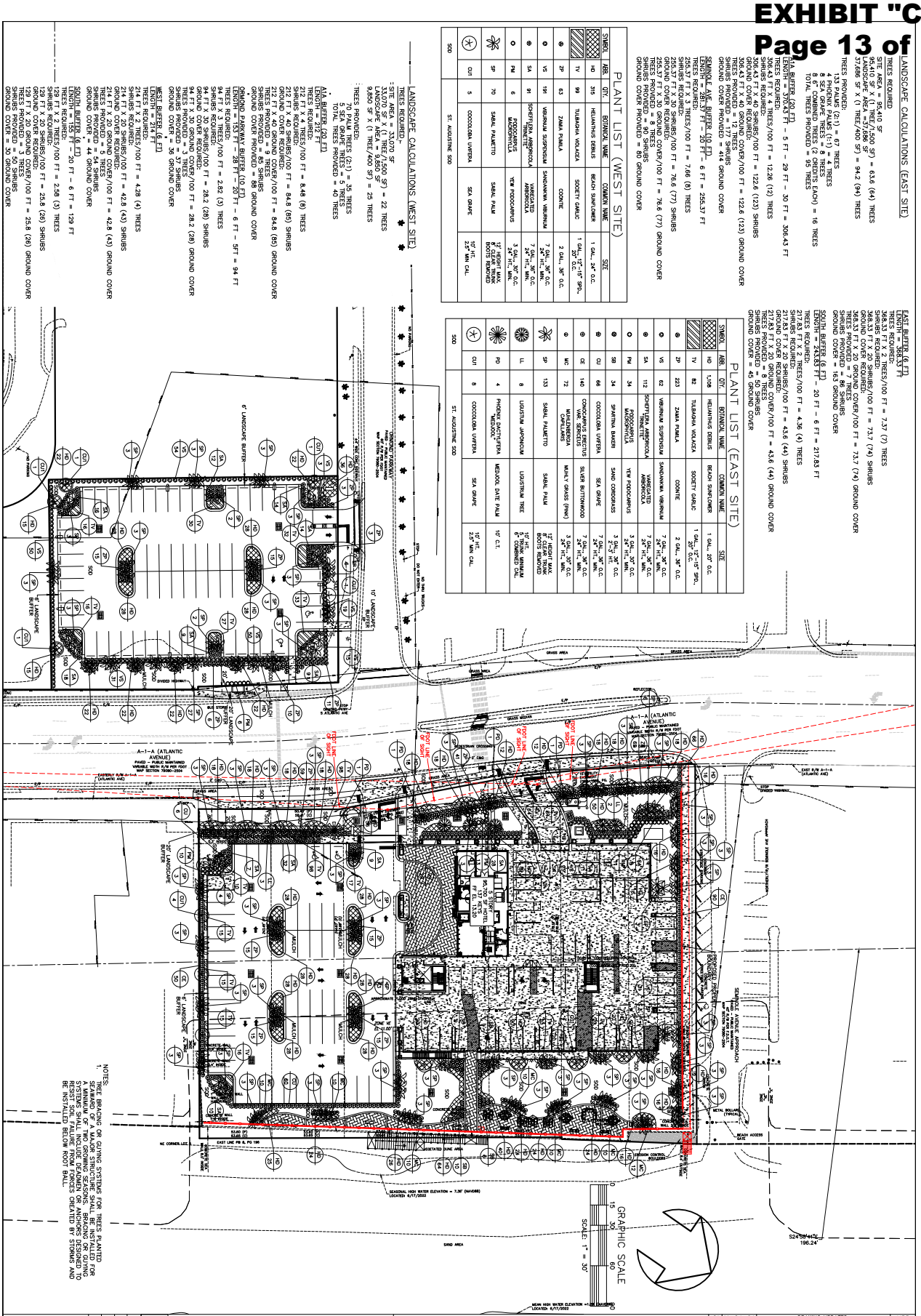
B	05-02-23	REVISED	MRB
A	01-17-23	REVISED	MRB


LANDSCAPE CALCULATIONS (EAST SITE)
TREES REQUIRED
SITE AREA = 95,410 SF
LANDSCAPE AREA @ 15% (14,309 SF) = 63.6 (64) TREES
LANDSCAPE AREA @ 1/2/1,000 SF
37,686 SF X (1 TREE/400 SF) = 94.2 (94) TREES
TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
4 PHOENIX PALMS (1:1) = 4 TREES
8 8" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 95 TREES
A1A BUFFER (200 FT)
LENGTH = 370.43 FT - 5 FT - 29 FT - 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 1 TREES/100 FT = 12.26 (12) TREES
SHRUBS REQUIRED:
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
306.43 FT X 40% = 122.6 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 368.33 FT - 20 FT - 6 FT = 255.37 FT
TREES REQUIRED:
255.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
255.37 FT X 30% = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER
EAST BUFFER (6 FT)
LENGTH = 368.33 FT
TREES REQUIRED:
368.33 FT X 2 TREES/100 FT = 7.37 (7) TREES
SHRUBS REQUIRED:
368.33 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
368.33 FT X 20% GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 165 SHRUBS
GROUND COVER = 165 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 243.83 FT - 20 FT - 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20% GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER
PLANT LIST (EAST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HD | 1,208 | HEDYOTIS DEBILIS | BEACH SUNFLOWER | 1 GAL., 20" O.C.
TV | 82 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
ZP | 223 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 62 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL., 24" HT., MIN., 36" O.C.
SA | 112 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 24" HT., MIN., 36" O.C.
PM | 34 | PODOCARPUS MACROPHYLLA | YEW PODOCARPUS | 3 GAL., 24" HT., MIN., 36" O.C.
SB | 34 | SPARTINA BAKERI | SAND CORDGRASS | 3 GAL., 24" HT., MIN., 36" O.C.
CU | 66 | COCCOLOBA UVIFERA | SEA GRAPE | 7 GAL., 24" HT., MIN.
CE | 140 | CONOCARPUS ERECTUS 'SERICEUS' | SILVER BUTTONWOOD | 7 GAL., 36" O.C.
MC | 72 | MUHLY GRASS (PINK) | MUHLY GRASS (PINK) | 3 GAL., 24" HT., MIN., 24" O.C.
SP | 133 | SABAL PALMETTO | SABAL PALM | 12' HEIGHT MAX. BOOTS REMOVED
LL | 8 | LIGUSTRUM JAPONICUM | LIGUSTRUM TREE | 10' HT., 5" TRUNK MINIMUM 8" COMBINED CAL.
PD | 4 | PHOENIX DACTYLIFERA 'MEDJOOL' | MEDJOOL DATE PALM | 10' C.T.
CU1 | 8 | COCCOLOBA UVIFERA | SEA GRAPE | 10' HT., 2.5" MIN. CAL.
SOD | | | ST. AUGUSTINE SOD
PLANT LIST (WEST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HD | 315 | HELIANTHUS DEBILIS | BEACH SUNFLOWER | 1 GAL., 24" O.C.
TV | 99 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL.,12"-15" SPD., 20" O.C.
ZP | 63 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 191 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL., 24" HT., MIN., 36" O.C.
SA | 91 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 24" HT., MIN., 36" O.C.
PM | 6 | PODOCARPUS MACROPHYLLA | YEW PODOCARPUS | 3 GAL., 24" HT., MIN., 36" O.C.
SP | 70 | SABAL PALMETTO | SABAL PALM | 12' HEIGHT MAX. BOOTS REMOVED
CU1 | 5 | COCCOLOBA UVIFERA | SEA GRAPE | 10' HT., 2.5" MIN. CAL.
SOD | | | ST. AUGUSTINE SOD
LANDSCAPE CALCULATIONS (WEST SITE)
TREES REQUIRED:
SITE AREA = 73,070 SF
LANDSCAPE AREA @ 15% (10,960 SF) = 22 TREES
LANDSCAPE AREA @ 1/2/1,000 SF
9,850 SF X (1 TREE/400 SF) = 25 TREES
TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES
A1A BUFFER (200 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 1 TREES/100 FT = 8.48 (9) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40% GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER PROVIDED = 36 GROUND COVER
ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 153 FT + 28 FT + 20 FT - 6 FT - SFT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30% GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER
WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20% GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 4 TREES
SHRUBS PROVIDED = 54 SHRUBS
GROUND COVER = 44 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 129 FT - 20 FT - 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20% GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 30 GROUND COVER
NOTES:
1. STAKING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL BE DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.
GRAPHIC SCALE
SCALE: 1" = 30'
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
SHEET NO. 6
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
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O | 05-03-24 | ISSUE FOR CONSTRUCTION SET | MRB
E | 02-29-24 | REVISED PER CITY PD AMENDMENT COMMENTS | MRB
D | 12-18-23 | REVISED FENCING | MRB
C | 10-18-23 | DELETED PUBLIC BEACH ACCESS | MRB
B | 05-02-23 | REVISED | MRB
A | 01-17-23 | REVISED | MRB
NO. | DATE | DESCRIPTION | BY
REVISIONS
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
LA00015 53

ORMOND BEACH HOTEL



REDESIGN IMAGERY

ORMOND BEACH HOTEL

REDESIGN

ORMOND BEACH HOTEL
REDESIGN

Applicant Resubmittal

Note: The Planned Business Development amendment request has been amended to keep the sidewalk and beach access improvement and to waive a required north yard setback to 18′ based on the deeding of the sidewalk area to Volusia County.

- **Cover Letter**
- **Survey of Sidewalk and Beach Walkover Land Area**
- **Use Agreement for Improvements to Seminole Avenue Beach Approach**
- **Updated Site Plan, November 5, 2024**

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

COBB COLE
Attorneys at Law
Since 1925

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Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

October 14, 2024

VIA ELECTRONIC MAIL

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Ormond Beach Holdings, LLC
Planned Business District Amendment – Ormond Marriott
251 S. Atlantic Avenue, Ormond Beach, FL

Dear Steven:

Cobb Cole has the pleasure of representing Ormond Beach Holdings, LLC ("Owner/Applicant") with respect to an Amendment to an approved Planned Commercial Development District on their property located along Atlantic Avenue, generally southeast and southwest of the intersection of Atlantic Avenue and Seminole Avenue. The Applicant has amended the Planned Commercial Development District to clarify the development program for the site by modifying the proposed sidewalk/beach access improvement that are illustrated to become part of the adjacent County beach approach, resulting in the need for the modification below to the prior approval, as the sidewalk area will now be dedicated to the County:

- North Property Line Side Setback: The north setback for the Property, as currently existing, meets the required setback of 30' for this area of the property, when taken together with the 70' setback shown on the south property line. Through the proposed rezoning process, and with further discussion with the County of Volusia, the County has requested that a portion of the Property be dedicated to the County to provide for improved management of the existing adjacent beach approach. As a result, the North property setback will be revised to ~~23.5'~~18.6' in width.

If you have any questions regarding this request, please don't hesitate to contact me.

Sincerely,

Jessica Gow for
Robert A. Merrell III
Direct Dial (386) 323-9226
Email Rob.Merrell@CobbCole.com

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
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OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

October 7, 2024

VIA HAND DELIVERY
Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Ormond Beach Holdings, LLC
Planned Business District Amendment – Ormond Marriott
251 S. Atlantic Avenue, Ormond Beach, FL

Dear Steven:

It is this Firm's pleasure to represent Ormond Beach Holdings, LLC (Owner) in connection with their request for Planned Business District (PBD) Amendment of the property located at 251 S. Atlantic Avenue.

As you know, we have been working with Volusia County on terms for their acceptance and maintenance of public access improvements located within the Seminole Avenue beach approach. The original intent of the submitted PBD Amendment was to remove the public access and eliminate the proposed pedestrian access easement for the public sidewalk and ADA beach access ramp due to lack of maintenance commitments from the applicable local governments. Since the original submittal, the City and County have worked with the Applicant to provide for County ownership and maintenance of the proposed access improvements, as illustrated on the revised plans included herein. The following items were revised on the most recent set of plans:

- 10 ft right-of-way dedication to the County for Seminole Ave Approach (the sidewalk will be on County property and the retaining wall will remain on the hotel property);
- Draft dedication and use agreement between the Applicant and County;
- The public sidewalk was added back into the plans;
- Public beach access stairs are proposed;
- The north building setback was revised to 18’ because of the right-of-way dedication; and
- Full ADA beach access will be provided by the County with a future reconstruction of the beach approach

Enclosed for your review you will find those revised plans as outlined above.

We look forward to this item being rescheduled for public hearings. If you have any questions regarding this request, please don't hesitate to contact me. We look forward to working with you and your staff on this project.

Sincerely,

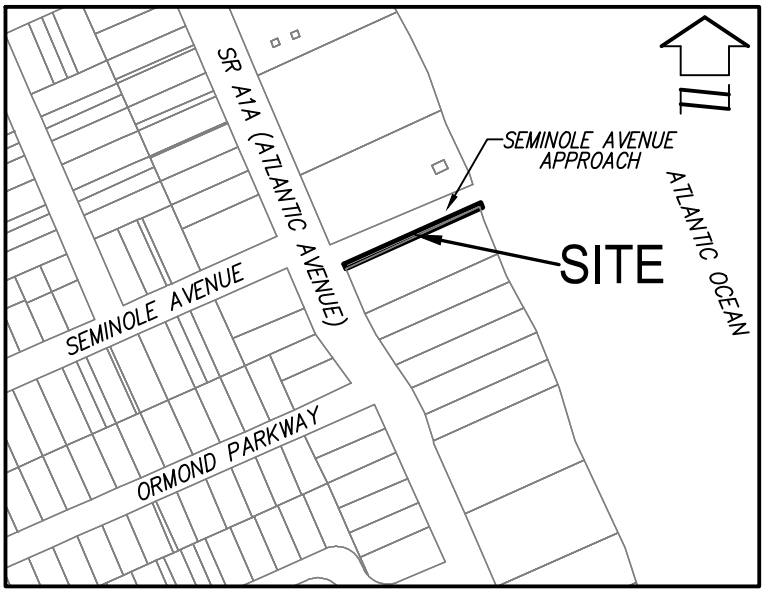
Jessica Gow for

Robert A. Merrell III
Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com
Fax (386) 323-9207

RAM:JLG/ddl
Enclosures
cc: Ormond Beach Holdings, LLC
Parker Mynchenberg & Associates, Inc.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF SEMINOLE AVENUE AS BEING N65°52'25"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/24/2024 PER FAC 5J-17.062(2).



VICINITY MAP
NOT TO SCALE

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

WILLIAM P. HINKLE, PSM — DATE
FLORIDA PROFESSIONAL SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
RIGHT OF WAY DEDICATION

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

ORMOND BEACH HOLDINGS, LLC

DATE: 09/11/24 PROJ: 5018487
REV DATE: DRAWN BY: MRP
SCALE 1" = N/A CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autosave\AcPublish_26620\50140578_Seminole Dr RW Dedication.dwg DEW desc. & sketch Sheet 1 Sep 24, 2024 3:50pm by: mphillips

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH ACCORDING TO THE PLAT THEREOF AS RECORDED IN BOOK 21, PAGE 196 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LYING IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF THE SOUTH 368 FEET OF SAID LOT 18–B; THENCE N65°52'25"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SEMINOLE AVENUE APPROACH (40.00' WIDE PUBLIC RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79080–2504, A DISTANCE OF 281.37 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S21°47'51"E, A DISTANCE OF 10.01 FEET; THENCE S65°52'25"W, A DISTANCE OF 280.75 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A–1–A (ATLANTIC AVENUE) (VARIABLE WIDTH PUBLIC RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79080–2504 AND A POINT ON A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1422.14 FEET, A CENTRAL ANGLE OF 00°24'11", A CHORD BEARING OF N25°21'40"W AND A CHORD DISTANCE OF 10.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,811 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

–OF–

RIGHT OF WAY DEDICATION

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY FLORIDA

Dewberry

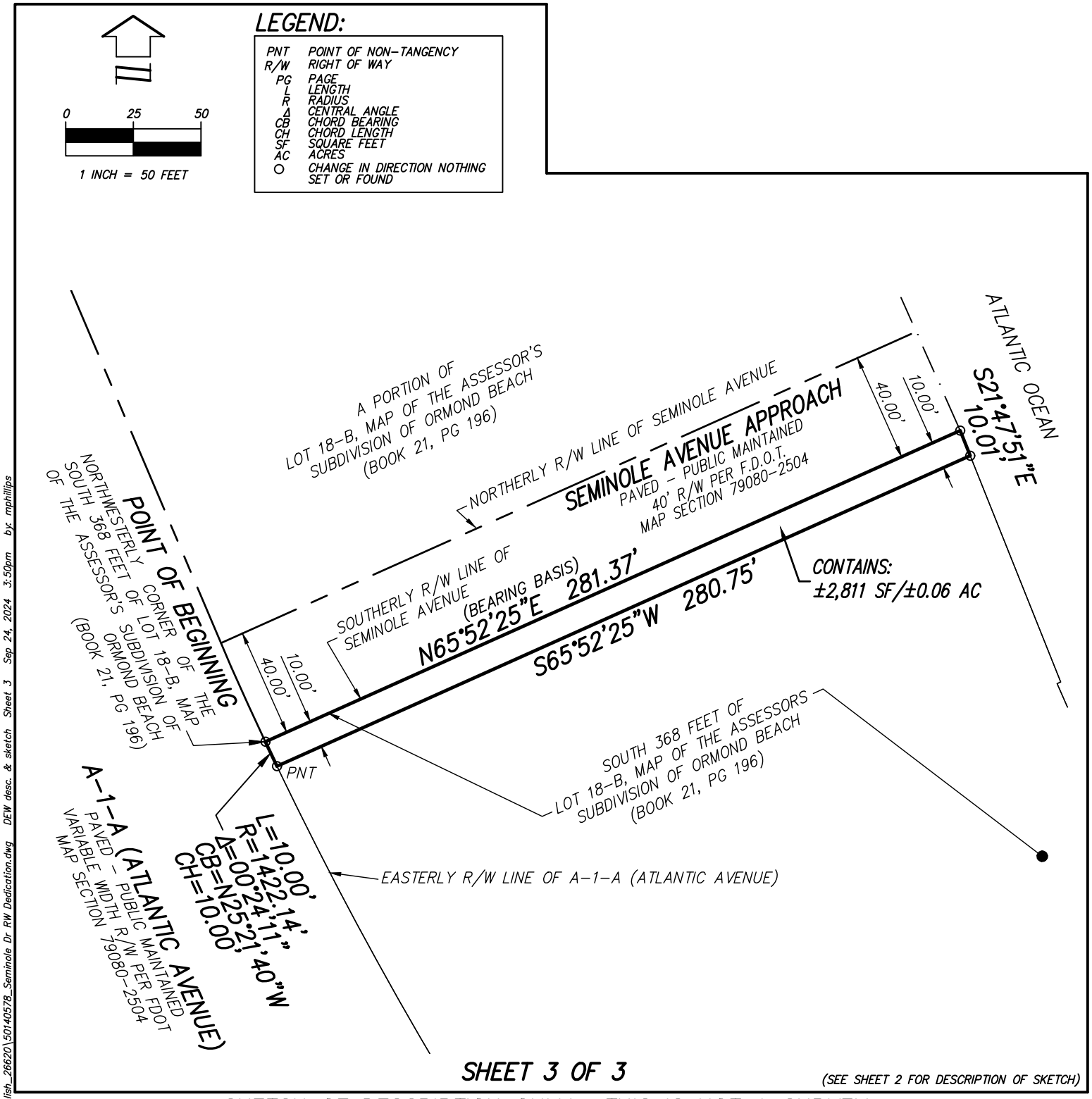
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

ORMOND BEACH HOLDINGS, LLC

DATE: 09/11/24 PROJ: 50181487
REV DATE: DRAWN BY: MRP
SCALE 1" = N/A CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autosave\AcPublish_26620\50140578_Seminole Dr. RW Dedication.dwg DEW desc. & sketch Sheet 2 Sep 24, 2024 3:50pm by: mphillips



SHEET 3 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION -OF- RIGHT OF WAY DEDICATION SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST VOLUSIA COUNTY FLORIDA	Dewberry 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	PREPARED FOR: ORMOND BEACH HOLDINGS, LLC DATE: 09/11/24 PROJ: 50181487 REV DATE: DRAWN BY: MRP SCALE 1" = 50' CHECKED BY: WPH

Drawing name: S:_Employee\Mike Phillips\Autosave\AcPublish_26620\50140578_Seminole Dr. RW Dedication.dwg DEW desc. & sketch Sheet 3 Sep 24, 2024 3:50pm by: mphillips

USE AGREEMENT FOR IMPROVEMENTS TO SEMINOLE AVENUE BEACH APPROACH

THIS USE AGREEMENT FOR IMPROVEMENTS TO SEMINOLE AVENUE BEACH APPROACH (the "Agreement") is made this ____ day of _____, 2024 by and between **VOLUSIA COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereafter the "County"), whose address is 123 West Indiana Avenue, DeLand, Florida 32720 and **TIDES AT ORMOND BEACH HOLDINGS, LLC,** a South Carolina limited liability company, its parents, subsidiaries, successors, and/or assigns (collectively hereafter "Developer"), whose address is 5 Century Drive, Suite 210, GREENVILLE SC 29607.

RECITALS

WHEREAS, Developer is the owner of a parcel along S.R. A1A in Ormond Beach, Volusia County, Florida identified as Tax Parcel ID# 421419070010, and referred to herein as the "Property" and legally described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer recently received approval of a PCD rezoning of the Property by the City of Ormond Beach (the "City") to permit the construction of a hotel and related accessory and complimentary uses (hereafter the "Project"), as more particularly set forth in Exhibit D to City of Ormond Beach Ordinance No. 2023-05 (the "Final Site Plan"). The Final Site Plan is hereby incorporated herein by reference; and

WHEREAS, as part of the Project, certain improvements adjacent to a public right of way controlled by the County and referred to as the Seminole Avenue Beach Approach (hereafter the "Seminole Approach") will be completed by Developer for the benefit of the public (see Exhibit B, which is attached hereto and incorporated herein by reference, for a description of B-1, the existing Seminole Approach, and B-2, the proposed area for dedication); and

WHEREAS, Developer's use of a portion of the Seminole Approach during construction is in the public interest and will benefit the residents of Volusia County by encouraging new tourism and supporting beach access; and

WHEREAS, Developer's use will not impair the safety of the Seminole Approach right of way or interfere with the free flow of traffic on said right of way; and

WHEREAS, the County has the authority pursuant to 125.01, Florida Statutes, to enter into this Agreement.

NOW THEREFORE, in consideration of the promises and undertakings herein made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated by the parties of this Agreement as if fully set forth herein.

2. Obligations and Duties of Developer. Developer has invested in Volusia County and intends to construct the Project, which will provide numerous benefits to the County, including but not limited to increasing the non-residential tax base and providing additional hotel lodging options in the City. In connection with its development of the Project, Developer will incorporate the elements outlined below, which will benefit the County and the general public:

(a) *Seminole Approach Improvements.* Developer intends to develop a parcel that is located adjacent to the right of way for the Seminole Approach. As part of the Project, certain improvements, more specifically described in the Final Site Plan and in Exhibit C, which is attached hereto and incorporated herein by reference, will be installed within and adjacent to the right of way for the Seminole Approach (the "Seminole Approach Improvements"). Developer intends to develop a sidewalk and wooden dune walkover to provide a connection from S.R. A1A to the beach along the side of the Seminole Approach as set forth in the Final Site Plan and in Exhibit C. The Seminole Approach Improvements will be conveyed to the County along with the land upon which the improvements were constructed via Warranty Deed after the project has been inspected by the County and all associated permits closed out by the City's building department and the County. The Seminole Approach Improvements will be open and accessible to the general public, except during construction of the Project in accordance with Paragraph 3(c) below. Emergency vehicle access will also be permitted in the substantially manner currently permitted, except during construction of the Project in accordance with Paragraph 3(c) below.

(b) *Changes to Improvements*. Any change in the authorized use or revision in the design or construction of the Seminole Approach Improvements described in the Final Site Plan and in Exhibit C shall require prior written approval from the County. Approval from the County shall not be unreasonably withheld or delayed.

(c) *Signage*. Developer may temporarily place signs within the Seminole Approach in accordance with the Final Site Plan.

(d) *Nuisance*. The design, occupancy, and use of the improvements to the Seminole Approach shall not adversely affect the use, safety, appearance, or enjoyment of the right of way by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

(e) *Hazardous Materials or Substances*. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under state or federal laws or regulations, or as those terms are

understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the Seminole Approach are prohibited. Developer shall be held responsible for the performance of and payment for any environmental remediation that may be necessary due to acts or omissions by Developer. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Developer's improvements within the right of way, Developer shall be held similarly responsible. Developer shall indemnify, defend, and hold harmless the County from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

(f) *Indemnification*. To the extent provided by law, Developer shall indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Developer, its officers, agents, or employees, during the performance of the Agreement, except that neither Tides, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County or any of its officers, agents, or employees during the performance of the Agreement.

(g) *Insurance*. Developer and/ or their Contractor must, at Developer's expense, obtain and maintain during the Agreement term the following insurance in a form satisfactory to the County, with one or more insurers qualified to do business in Florida:

A. Public and comprehensive general liability insurance, including products and completed operations, with minimum limits of $1,000,000 for injuries to one person arising out of a single incident and $3,000,000 for injuries to more than one person arising out of a single incident, and $500,000 for property damage. County shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

B. Compensation Insurance:

Developer's contractor shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance for all his employees to be engaged in work under this Agreement, including Longshoreman's insurance for any work over water.

C. Proof of Carriage of Insurance:

Developer shall furnish the County with satisfactory proof of carriage of the insurance as required above.

3. Obligations and Duties of the County. The County has reviewed, accepted and approved Developer's engineering plans for all improvements adjacent to the Seminole Approach. The County hereby:

(a) *Seminole Approach Use Permit*. Grants a use permit to Developer for the construction of the Seminole Approach Improvements, for the use of the Seminole Approach for construction and staging of construction equipment during the Seminole Approach Improvements, and the construction and use of the improvements set forth in the Final Site Plan and in Exhibit C. Any other use of the Seminole Approach must be approved by the County.

(b) *Maintenance*. The County shall maintain the Seminole Approach Improvements once inspected, approved, accepted and conveyed to the County, and any other improvements described in this Agreement within the County's right of way or County property so as to assure that the structures and the area within the right of way boundaries will be kept in good condition, both as to safety and appearance, after the construction by Developer.

(c) *Construction Easement*. Grants Developer a temporary construction easement across and upon the Seminole Approach depicted in Exhibit B-1 to use for construction and staging during the Seminole Approach Improvements

To the extent specific standards or procedures are not outlined herein regarding the process for installation, inspection and guaranteeing the Seminole Approach Improvements the provisions of the Land Development Code of the City of Ormond Beach, Florida, as amended, and the Volusia County Code of Ordinances and Volusia County Charter, as applicable, shall govern.

4. Termination of the Agreement. It is understood and agreed to by Developer and the County that the authorization provided for herein for the construction of the Seminole Approach Improvements and the development and use of the Seminole Approach Improvements is intended to be perpetual in nature. It is understood and agreed to by Developer and the County that the County reserves the right to terminate this Agreement only in the event that Developer violates any of the conditions of this Agreement. Prior to terminating this Agreement, the County, through its duly authorized representatives, employees, and contractors, shall provide written notice of Developer's alleged violation of the conditions of this Agreement in reasonable detail (the "Violation Notice"). Developer shall have twenty-one business (21) days from receipt of the Violation Notice to commence actions to cure such deficiencies set forth in the Violation Notice. If Developer does not cure or commence to cure the deficiencies set forth in the Violation Notice within twenty-one (21) business days from receipt of the Violation Notice, the County reserves the right to terminate this Agreement.

(a) Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate, without notice, upon expiration of the City's

planning permit approval for the Project . However, the Parties to this Agreement may extend this deadline by written agreement.

5. Governing Law, Binding Effect, Construction and Venue.

(a) This Agreement shall be interpreted and governed by Florida Law.

(b) Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

(c) Each of the parties agrees that they have participated in the drafting of this Agreement. Therefore the presumption that any ambiguity or vagueness in the construction of the Agreement shall be construed against the drafter shall not apply. The terms and provisions of this Agreement shall be guided by the express intent of the parties as determined by the overall effect of the Agreement provisions.

(d) In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County. Trial shall be non-jury for any issues subject to trial.

6. Remedies and Attorney Fees. The parties hereto shall have all rights and remedies provided hereunder and under Florida Law with respect to the enforcement of this Agreement and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief as appropriate or necessary to enforce this Agreement. The parties agree that the venue for any enforcement action shall be the Circuit Court in and for Volusia County. In the event of litigation to enforce the terms of this Agreement, each party shall be responsible for its own attorney fees and costs of suit, including any and all attorney fees and costs incurred in pursuit of any appeal.

7. Notices. All notices, demands, or other writings required or permitted to be given or made or sent under this Agreement, by any party to another, shall be in writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand delivered (by personal courier or overnight delivery service) to the party to whom such notice is addressed as set forth below, (ii) receipt of such notice as indicated by the signature and date on the return receipt of a certified mailing, or (iii) on the same day if sent by facsimile and a printed confirmation of transmission is obtained by the sender, and addressed and transmitted to the party to whom such notice is to be delivered as set forth below.

COUNTY: Volusia County
ATTN: George Recktenwald
Volusia County Manager
123 West Indiana Avenue
DeLand, Florida 32720
Telephone: 386.736.5920
Fax: 386.822.5707

With a Copy To: Volusia County
ATTN: County Attorney's Office
Volusia County Engineer
123 West Indiana Avenue
DeLand, Florida 32720
Telephone: 386.736.5967
Fax: 386.822.5736

DEVELOPER: Tides At Ormond Beach Holdings, LLC
Attn: Adam Plous
5 Century Drive, Suite 210,
Greenville, SC 29607
Telephone: 864.775.5100

With a Copy To: Jessica Gow, Esquire
Cobb Cole Law Firm
One Daytona Blvd, Suite 600
Daytona Beach, Florida 32114
Telephone: 386.323.9226
Fax: 386.323.9206

8. Amendments. No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

9. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the agents, contractors, employees, invitees, guests, and customers of the parties hereto, and the parents, subsidiaries, successors and assigns of the parties hereto.

10. Effective Date. This Agreement shall become effective upon the date it is executed by the last party to it.

11. Counterparts. This Agreement may be executed via counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

12. Headings. The headings above the various provisions herein are for ease of reference and are not to be used in constructing this Agreement or ascertaining the intent of the parties.

13. Recording. This Agreement shall be recorded by Developer in the Public Records of Volusia County, Florida within five (5) business days of its complete execution by all parties.

14. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

[Remainder of this page intentionally left blank]

TIDES AT ORMOND BEACH HOLDINGS, LLC, a South Carolina limited liability company

WITNESSES:

_____ BY:_____
(Signature)

_____ DATE:_____
(Printed Name)

_____
(Signature)

_____
(Printed Name)

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. and its parents, subsidiaries, successors, and assigns. He/She is personally known to me or produced _____ as identification.

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

ATTEST:

_____
George Recktenwald, County Manager

COUNTY OF VOLUSIA, FLORIDA

BY: _____
Jefferey Brower, County Chair

(SEAL)

DATE: _____

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 Jefferey Brower, as Chair of the County of Volusia, Florida. He is personally known to me or produced _____ as identification.

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

WITNESSES:

_____
(Signature)

_____
(Printed Name)

_____
(Signature)

_____
(Printed Name)

Approved as to form

_____
Morgan Swenk, Assistant County Attorney

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
2) SANITARY SERVICE TO BE 6" PVC (SDR 26). WATER MAINS TO BE PVC, DR=18, C-900.
3) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY DEMBERRY.
5) TELEPHONE, ELECTRIC AND ALL UTILIES TO BE UNDERGROUND.
6) MINIMUM 32" COVER REQUIRED ON ALL WATER MAINS, MAX. COVER 42".
7) STOP/STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
8) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
9) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER. TO ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12", ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (GOVERNING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT. IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3269

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION PER NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK, AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY, UPON APPROVAL OF STAKING LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

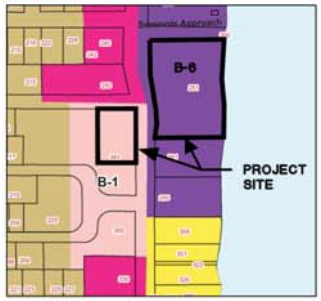
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33068.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

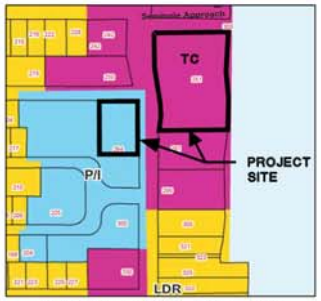


VICINITY MAP



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC - TOURIST COMMERCIAL
P/I - PUBLIC / INSTITUTIONAL



FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS "X" AND "VE" (EL 11)

GENERAL INFORMATION

OWNER (EAST SITE):
TIDES AT ORMOND BEACH HOLDINGS, LLC
5 CENTURY DRIVE
SUITE 210
GREENVILLE, SC 29607

OWNER (WEST SITE):
TIDES AT ORMOND BEACH HOLDINGS, LLC
5 CENTURY DRIVE
SUITE 210
GREENVILLE, SC 29607

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0776
EMAIL: joshhoward@svn.com

SURVEYOR:
DEMBERRY
BILL DONLEY, PSM
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9826 FAX (407) 648-9104
EMAIL: bdonley@dewberry.com

LAND USE ATTORNEY:
COBB COLE
ROBERT MERREL
149 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrell@cobbcole.com
JESSICA GOW
EMAIL: jessica.gow@cobbcole.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645, L.A. #1553
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #3910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com
E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO Z ARCHITECTURE
ADAM WILSON
227 W 4TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0044
www.studioz-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE - 251 SOUTH ATLANTIC AVENUE
WEST SITE - 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE - FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY:
PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
SI-S4	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
S5-S7	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0000553.
STEVE BUSWELL P.E. #53665 R.L.A. #.A6067011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
01	11-04-24	DRAWING UPDATES	MRB
00	05-23-24	CONFORMED CONSTRUCTION SET	MRB
G	05-03-24	ISSUE FOR CONSTRUCTION SET	MRB
F	04-29-24	REVISED PER SITE PLAN COMMENTS	MRB
E	02-26-24	REVISED	MRB
C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
B	05-02-23	REVISED	MRB
A	01-17-23	REVISED	MRB

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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

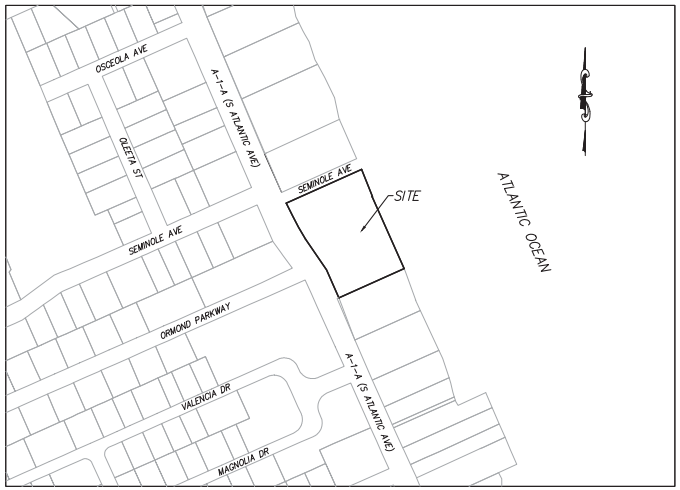
Digitally signed by Kevin Lee
Date: 2024.11.05 08:18:14 -05'00'

SEAL

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
-OF-
251 SOUTH ATLANTIC AVENUE

SCHEDULE B2 EXCEPTIONS:

1. STANDARD EXCEPTIONS 1–5. NOT RELATED TO SURVEY.
5. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS CONTAINED ON THE PLAT OF RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY RECORDED IN PLAT BOOK 8, PAGE 196. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH RECORDED IN MAP BOOK 3, PAGE 108. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
7. RIGHT OF REVERTER RESERVED BY FLORIDA POWER AND LIGHT COMPANY CONTAINED IN THAT CERTAIN QUIT CLAIM DEED TO THE STATE OF FLORIDA RECORDED MAY 10, 1972, IN OFFICIAL RECORDS BOOK 1421, PAGE 100. (AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE).
8. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED APRIL 3, 1973, IN OFFICIAL RECORDS BOOK 1566, PAGE 587, PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2011 IN OFFICIAL RECORDS BOOK 6620, PAGE 3862. (AFFECTS SUBJECT PROPERTY – PLOTTED)
9. RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ABUTTING THE SUBJECT PROPERTY AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY LINE SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA. (AFFECT SUBJECT PROPERTY – LANDS LYING BEACHSIDE OF THE SEA WALL)
10. NOT WITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE AGAINST RIGHTS OF THE STATE OF FLORIDA BASED ON THE DOCTRINE OF THE STATE'S SOVEREIGN OWNERSHIP OF LANDS LYING BELOW THE MEAN HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. (AFFECTS LANDS LYING BEACHSIDE OF THE SEAWALL)
11. ANY LAND DESCRIBED IN SCHEDULE A WHICH IS ARTIFICIALLY FILLED LAND IN WHAT WAS FORMERLY NAVIGABLE WATERS, IS SUBJECT TO THE RIGHTS OF THE UNITED STATES GOVERNMENT, ARISING BY SAID GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS INVOLVING NAVIGATION AND COMMERCE. (DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY)
12. COASTAL CONSTRUCTION SETBACK/CONTROL LINE AS RECORDED AND FILED FROM TIME TO TIME IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND IF THE SUBJECT PROPERTY ABUTS THE MEAN HIGHWATER LINE OF THE GULF OF MEXICO, ATLANTIC OCEAN, OR THE STRAITS OF FLORIDA, THE RIGHT TO USE SUCH PROPERTY MAY BE AFFECTED BY THE PROVISIONS OF SECTIONS 161.052 AND 161.053, FLORIDA STATUTES. (AFFECTS SUBJECT PROPERTY– PLOTTED HEREON)
13. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NONE PROVIDED FOR REVIEW)



VICINITY MAP
SCALE: 1"=200'

LEGAL DESCRIPTION:

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE–SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF N23°45'06"W ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 1217C0216K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "VE".
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9464222, DATED 04/20/2021.
5. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
8. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.
10. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).
11. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 06/20/2022 PER FAC 5J–17.062(2).
12. THE COAST CONSTRUCTION CONTROL LINE (CCCL) SHOWN HEREON IS PLOTTED BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES MAP BOOK 30, PAGE 20 ON FILE WITH FDEP IN TALLAHASSEE, FLORIDA. THIS LINE MAY IMPACT THE SETBACKS AND CONSTRUCTIBILITY OF IMPROVEMENTS WITHIN THE PREMISES.
13. THE APPROXIMATE ACREAGE OF THE PREMISES IS: 95,410.42 SQAURE FEET, 2.19 ACRES MORE OR LESS. THIS ACREAGE CONTAINS APPROXIMATELY 1365 SQUARE FEET, 0.03 ACRES LYING BEACHSIDE OF THE SEAWALL AS NOW EXISTS THAT MAY BE SOVEREIGN LANDS OF THE STATE OF FLORIDA.
14. LANDS SHOWN HEREON LIE WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL 1217C0216K, FLOOD ZONES X AND VE (FLOOD ELEVATION OF 11.00 FEET) AND PARTIALLY LIE WITHIN A COASTAL FLOOD HAZARD AREA.
15. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: A01879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT,M STAMPED "79 78 A64", HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

SHEET INDEX:

SHEET 1: COVER SHEET
SHEET 2–3: TOPOGRAPHIC SURVEY
SHEET 4: COASTAL CONSTRUCTION CONTROL LINE EXHIBIT; BUILDING SETBACK EXHIBIT

CERTIFIED TO:

BLACKSTREAM HOMES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050–.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY CERTIFICATE NO. 5381 STATE OF FLORIDA REGISTERED LAND SURVEYOR

William D Donley — Digitally signed by William D Donley Date: 2022.06.20 09:51:45 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22–24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WDD
22–24	06/16/22	MCD	MEAN HIGH WATER AND SEASONAL HIGH WATER LINES ADDED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

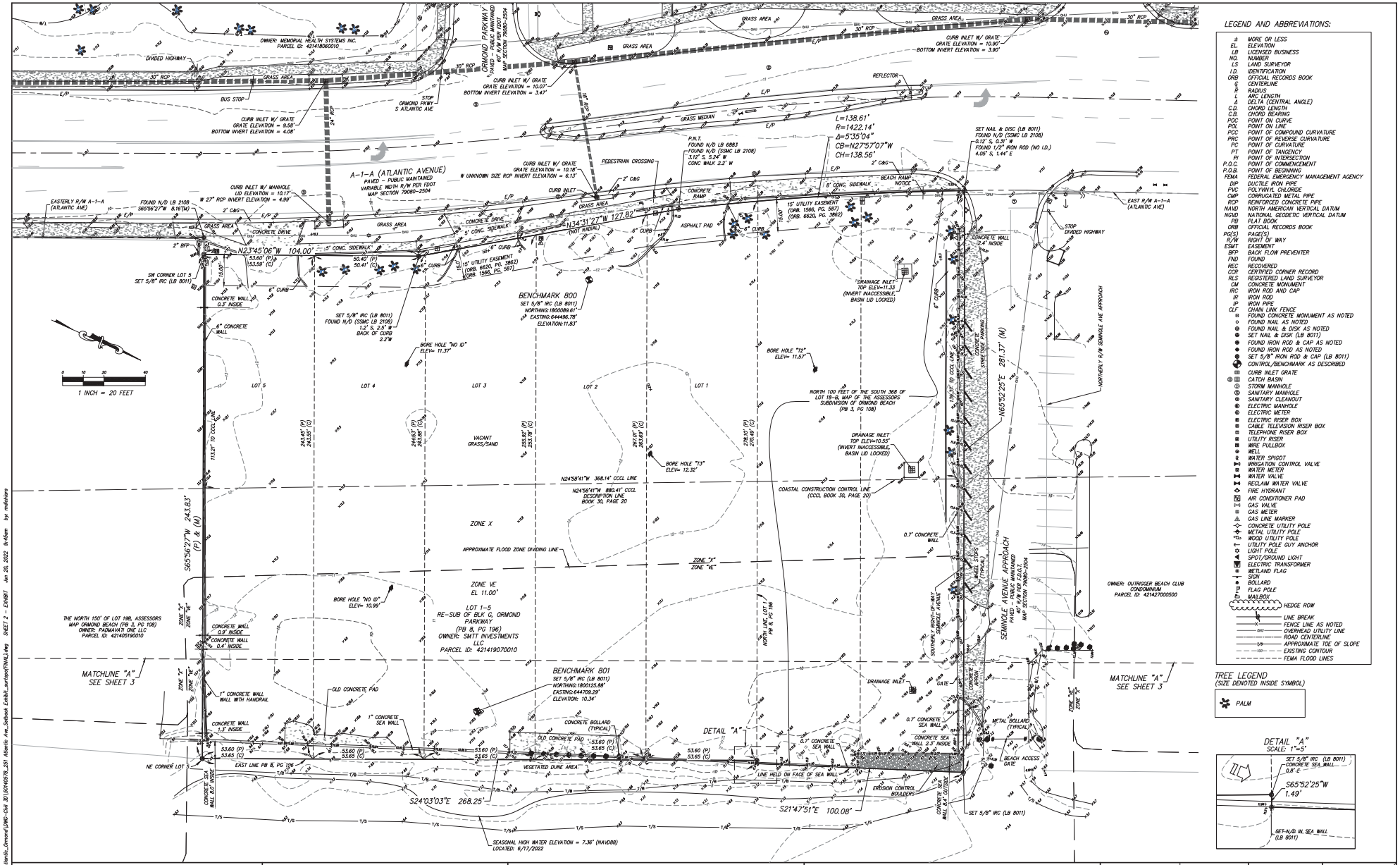
LOT 1–5, RE–SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
–FOR–
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

1 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 1 – EXHIBIT Jun 20, 2022 8:45am by mdolshaw



LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
POC	POINT ON CURVE
POL	POINT ON LINE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PI	POINT OF INTERSECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
R/W	RIGHT OF WAY
ESMT	EASEMENT
BFP	BACK FLOW PREVENTER
FND	FOUND
REC	RECOVERED
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT
IRC	IRON ROD AND CAP
IR	IRON ROD
IP	IRON PIPE
CLF	CHAIN LINK FENCE
⊞	FOUND CONCRETE MONUMENT AS NOTED
○	FOUND NAIL AS NOTED
⊛	FOUND NAIL & DISK AS NOTED
●	SET NAIL & DISK (LB 8011)
●	FOUND IRON ROD & CAP AS NOTED
◆	FOUND IRON ROD AS NOTED
⊕	SET 5/8" IRON ROD & CAP (LB 8011)
⊕	CONTROL/BENCHMARK AS DESCRIBED
▤	CURB INLET GRATE
⊞	CATCH BASIN
Ⓢ	STORM MANHOLE
Ⓢ	SANITARY MANHOLE
Ⓢ	SANITARY CLEANOUT
Ⓔ	ELECTRIC MANHOLE
Ⓔ	ELECTRIC METER
■	ELECTRIC RISER BOX
■	CABLE TELEVISION RISER BOX
■	TELEPHONE RISER BOX
■	UTILITY RISER
■	WIRE PULLBOX
●	WELL
✕	WATER SPIGOT
⋈	IRRIGATION CONTROL VALVE
⊠	WATER METER
⋈	WATER VALVE
⋈	RECLAIM WATER VALVE
◇	FIRE HYDRANT
▣	AIR CONDITIONER PAD
⋈	GAS VALVE
■	GAS METER
◬	GAS LINE MARKER
◇	CONCRETE UTILITY POLE
◇	METAL UTILITY POLE
◇	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
✕	LIGHT POLE
◀	SPOT/GROUND LIGHT
▼	ELECTRIC TRANSFORMER
✱	WETLAND FLAG
▬	SIGN
●	BOLLARD
⚑	FLAG POLE
✉	MAILBOX
	HEDGE ROW
	LINE BREAK
	FENCE LINE AS NOTED
	OVERHEAD UTILITY LINE
	ROAD CENTERLINE
	APPROXIMATE TOE OF SLOPE
	EXISTING CONTOUR
	FEMA FLOOD LINES

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

✱	PALM

DETAIL "A"
SCALE: 1"=5'

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

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LOT 1-5, RE-SUBDIVISION BLOCK "G"
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LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
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PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE
2021 A / 4-6	05/13/2022

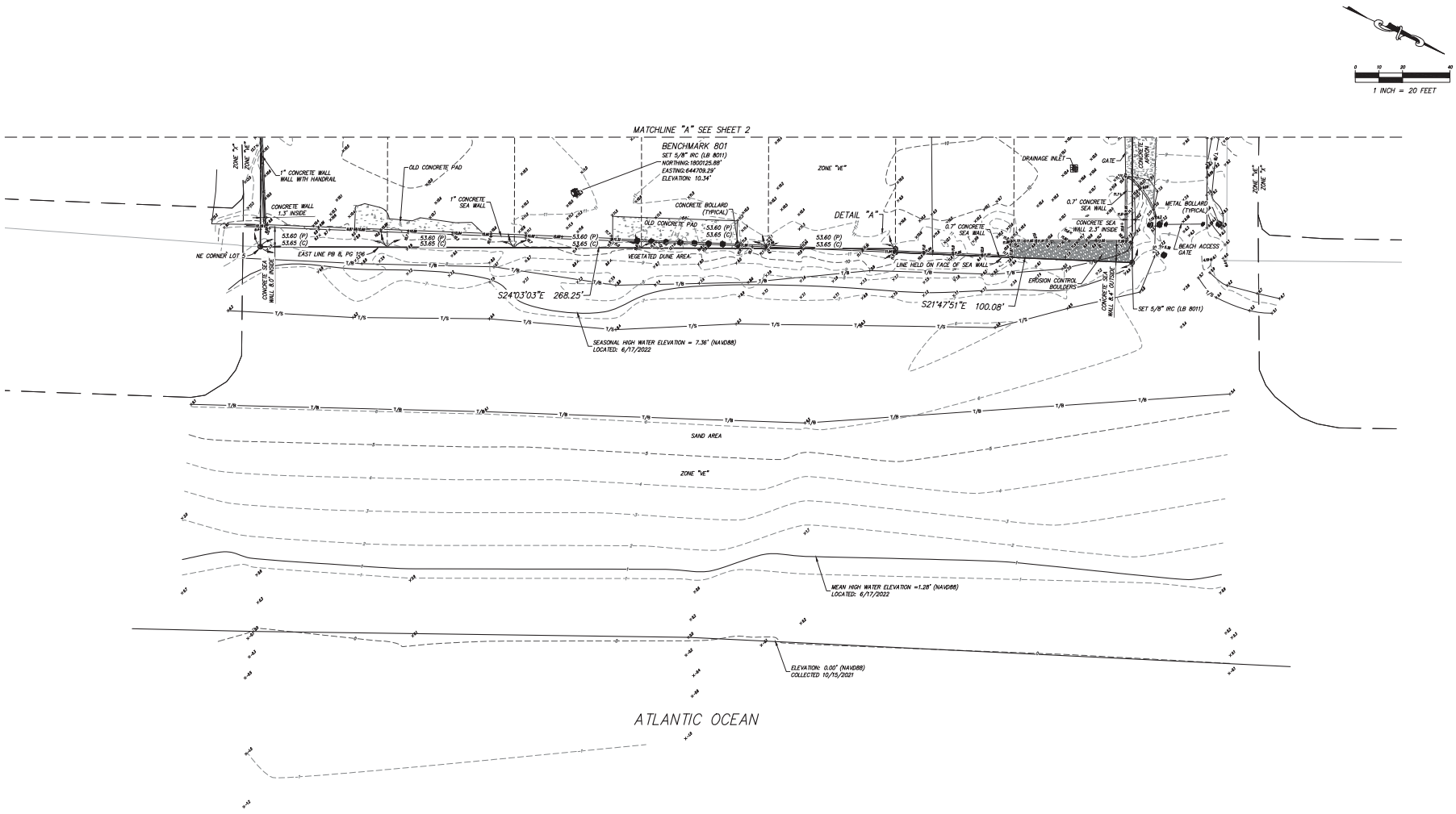
DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 2 - EXHIBIT Jun 20, 2022 8:45am by mdishara



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE
2021 A / 4-6	05/13/2022

DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

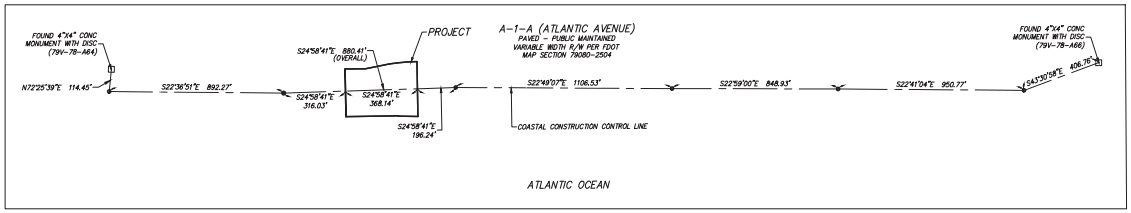
PROJECT NO. 50140578

SCALE N/A

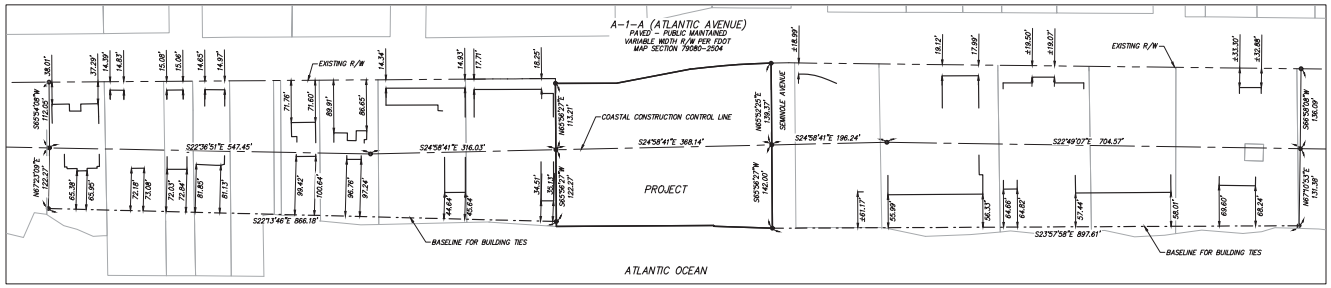
3 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdishara

COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT



BUILDING SETBACK EXHIBIT



AVERAGE SETBACK CALCULATION

| | | |

ALTA/ NSPS LAND TITLE SURVEY

-FOR-

ORMOND BEACH HOLDINGS, LLC

-OF -

264 SOUTH ATLANTIC AVENUE

LEGAL DESCRIPTION: PER CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 101611784

PARCEL NORTH OF ORMOND PARKWAY: A PORTION OF BLOCK "E", ORMOND PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "E"; THENCE NORTH 25 DEGREES, 00 MINUTES 00 SECONDS WEST, 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 64 DEGREES, 56 MINUTES, 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "E", 208.95 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "E"; THENCE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 7, 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "E", 209.42 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE ½ INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A), SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 26 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 105.12 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID JOG, 2.10 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 220.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 29 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.96 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 59 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 14.96 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.17 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 25 DEGREES 16 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.13 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES 06 MINUTES 49 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.28 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 40 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 56 MINUTES 26 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID CURVE SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES 58 MINUTES 57 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 64 DEGREES 59 MINUTES 48 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 49.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES 09 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 24 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING,

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 119.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.91 FEET AND A CENTRAL ANGLE OF 90 DEGREES 06 MINUTES 20 SECONDS; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET, THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.09 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 70.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 64 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 49.65 FEET TO SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 50 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY ALSO BEING KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND THE EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9 AND 10, BLOCK "B"; LOTS 1, 2, 3, 4, 5, 6 AND 26, BLOCK "D", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10, BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7 AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOTS 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE PROPERTY AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A). SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 25 DEGREES, 31 MINUTES, 09 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 104.03 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 2.10 FEET; THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 219.95 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 5 DEGREES 56 MINUTES 26 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 67 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9, AND 10, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK " D" ' ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOT 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING: 184976.86 SQUARE FEET OR 4.25 ACRES MORE OR LESS.



VICINITY MAP
SCALE: 1"=200'

SURVEYOR'S CERTIFICATE:
TO: ORMOND BEACH HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY: FOX ROTHSCHILD LLP; CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (INSERT CORRECT ITEMS HERE-1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10, 11(b), 13, 22, 23-INSERT CORRECT ITEMS HERE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10-16-2021.

DATE OF PLAT OR MAP: 04-29-2022

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley — Digitally signed by William D Donley, Date: 2022.04.29 14:43:02 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

WILLIAM D. DONLEY CERTIFICATE NO. 5381 STATE OF FLORIDA REGISTERED LAND SURVEYOR

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/24/2021	50140578
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

SCALE 1" = 200'

1 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_submit_MAIN FILE WEST SIDE.dwg SHEET 1 - COVER Apr 29, 2022 2:34pm by mdishara

SCHEDULE B2 EXCEPTIONS:

1–5. STANDARD EXCEPTIONS.

6. MATTERS AS CONTAINED ON THE PLAT OF ORMOND PARKWAY, RECORDED IN PLAT BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED)

7. MATTERS AS CONTAINED ON THE PLAT OF ROCKEFELLER HEIGHTS, RECORDED IN PLAT BOOK 6, PAGE 210 AND RECORDED IN PLAT BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED).

8. EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN DEED BOOK 552, PAGE 203. (DOES NOT AFFECT – NOT PLOTTED).

9. EASEMENT TO CITY OF ORMOND BEACH FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 495, PAGE 701. (MAY AFFECT SUBJECT PARCEL – DOCUMENT PROVIDED IS ILLEGIBLE).

10 EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 500, PAGE 248. (DOES NOT AFFECT – NOT PLOTTED).

11. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 1112, PAGE 593. (AFFECTS – PLOTTED).

12. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2487, PAGE 224. (AFFECTS – PLOTTED).

13. RESTRICTIONS AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 618, PAGE 65. (DOES NOT AFFECT – NOT PLOTTED).

14. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 37, BEING DEED NO. 2066, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1747. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 5, 9 AND 10, BLOCK A.) (AFFECTS – NOT PLOTTED).

15. OIL AND MINERAL RESERVATION AND STATE ROAD RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 315, PAGE 394, BEING DEED NO. 1930. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 2, BLOCK B.) (AFFECTS – NOT PLOTTED).

16. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 30, BEING DEED NO. 2062, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1748. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 6, BLOCK A.) (AFFECTS – NOT PLOTTED).

17. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 243, BEING DEED NO. 2229. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 1 THROUGH 4, BLOCK F.) (DOES NOT AFFECT – NOT PLOTTED).

18. CONDITIONAL USE PERMIT WITH THE CITY OF ORMOND BEACH RECORDED IN OFFICIAL RECORDS BOOK 4027, PAGE 2177, AMENDED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1698 AND BY AMENDED CONDITIONAL USE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1702. (AFFECTS – NOT PLOTTABLE).

19. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 3699. (AFFECTS – PLOTTED).

20. RESOLUTION NO. 2019–27 FOR IMPACT FEE RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1774, AFFECTED BY IMPACT FEE PRESERVATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1802. (AFFECTS – NOT PLOTTABLE).

21. ORDER OF TAKING PURSUANT TO THAT CERTAIN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1690, PAGE 706. (AFFECTS – NOT PLOTTABLE).

22. INTENTIONALLY DELETED

23. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S23°53'59"E ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.

2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NA VD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AO1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT, STAMPED "79 78 A64"| HAVING AN ELEVATION OF 17.03 FEET (NAVD 88).

3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".

4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY CHICAGO NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 101611784, REVISION 1: DATED 03/01/2022.

6. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.

7. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.

8. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

9. THERE ARE (163) REGULAR PARKING SPACES, (9) HANDICAP SPACES AND (0) MOTORCYCLE PARKING AREAS TOTALING (172) PARKING SPACES IN THE SUBJECT PARCEL.

10. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS PART OF THIS SURVEY.

11. ALL CURBS ARE 2' CURB AND GUTTERS UNLESS OTHERWISE NOTED.

12. SUBJECT PARCEL CONTAINS: ±4.25 ACRES
"ZONING: R-3–SINGLE FAMILY MEDIUM DENSITY & B1–PROFESSIONAL OFFICE/HOSPITAL
PER CITY OF ORANGE BEACH ZONING DEPARTMENT

SETBACKS: R3–SINGLE FAMILY MEDIUM DENSITY	SETBACKS: B1–PROFESSIONAL OFFICE/HOSPITAL
FRONT – 25 FEET	FRONT – 20'
REAR – 20 FEET	REAR – 20' – 30' IF ABUTTING RESIDENTIAL DISTRICT
SIDE – 8' TOTAL 20' FEET	SIDE – 10'
CORNER LOT STREET – SIDE SETBACK – 20 FEET	CORNER LOT STREET SIDE – SIDE SETBACK – 20'
MAXIMUM BUILDING HEIGHT – 30' FEET	MAXIMUM BUILDING HEIGHT – 40', HOSPITAL MAY BE 55'
PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE	PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE
(SECTION 2–15. – R3, SINGLE FAMILY MEDIUM DENSITY)	(SECTION 2–22. – B1, PROFESSIONAL OFFICE/HOSPITAL)

13. LANDS DESCRIBED HEREON AND REFERENCED TO CHICAGO TITLE INSURANCE AGENCY COMMITMENT #101611784 ARE ONE IN THE SAME AS THE LANDS DESCRIBED AS THE "AS SURVEYED" PARCEL WITH NO GAPS, GORES OR OVERLAPS BETWEEN SAID PARCELS.

14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).

15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 04/29/2022 PER FAC 5J–17.062(2).

LEGEND AND ABBREVIATIONS:

(M)	MEASUREMENT BASED ON FIELD OBSERVATIONS	SEC	SECTION
(D)	MEASUREMENT PER LEGAL DESCRIPTION	COR	CERTIFIED CORNER RECORD
(FDOT)	MEASUREMENT PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP	RLS	REGISTERED LAND SURVEYOR
		CM	CONCRETE MONUMENT
(C)	CALCULATED BASED ON FIELD OBSERVATIONS, RIGHT OF WAY MAPS, PLATS AND DESCRIPTIONS	IRC	IRON ROD AND CAP
		IR	IRON ROD
(P)	MEASUREMENT PER PLAT	IP	IRON PIPE
±	MORE OR LESS	⊡	FOUND CONCRETE MONUMENT AS NOTED
EL.	ELEVATION	○	FOUND NAIL AS NOTED
LB	LICENSED BUSINESS	⊗	FOUND NAIL & DISK (LB 1221)
NO.	NUMBER		UNLESS OTHERWISE NOTED
LS	LAND SURVEYOR	●	SET NAIL & DISK (LB 8011)
ID	IDENTIFICATION	●	FOUND IRON ROD & CAP AS NOTED
ORB	OFFICIAL RECORDS BOOK		UNLESS OTHERWISE NOTED
℄	CENTERLINE	●	FOUND IRON ROD AS NOTED
R	RADIUS	●	SET 5/8" IRON ROD & CAP (LB 8011)
L	ARC LENGTH	⊕	CONTROL/BENCHMARK AS DESCRIBED
Δ	DELTA (CENTRAL ANGLE)	▤	CURB INLET GRATE
C.D.	CHORD LENGTH	▦	CATCH BASIN
C.B.	CHORD BEARING	Ⓣ	STORM MANHOLE
CLF	CHAIN LINK FENCE	Ⓢ	SANITARY MANHOLE
P.O.C.	POINT OF COMMENCEMENT	⊛	SANITARY CLEANOUT
P.O.B.	POINT OF BEGINNING	⊛	ELECTRIC MANHOLE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	⊛	ELECTRIC METER
DIP	DUCTILE IRON PIPE	■	ELECTRIC RISER BOX
PVC	POLYVINYL CHLORIDE	■	CABLE TELEVISION RISER BOX
CMP	CORRUGATED METAL PIPE	■	TELEPHONE RISER BOX
RCP	REINFORCED CONCRETE PIPE	⋈	IRRIGATION CONTROL VALVE
NAVD	NORTH AMERICAN VERTICAL DATUM	⊛	WATER METER
PB	PLAT BOOK	⋈	WATER VALVE
OR	OFFICIAL RECORDS BOOK	◇	FIRE HYDRANT
PG(S)	PAGE(S)	◇	CONCRETE UTILITY POLE
R/W	RIGHT OF WAY	◇	METAL UTILITY POLE
ESMT	EASEMENT		

	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
☼	LIGHT POLE
	SIGN
	LINE BREAK
-x-	FENCE LINE AS NOTED
-OHL-	OVERHEAD UTILITY LINE
TOB	APPROXIMATE TOP OF BANK
TOS	APPROXIMATE TOE OF SLOPE
-100-	EXISTING CONTOUR
-S-	SANITARY SEWER LINE
-D-	STORM DRAINAGE LINE
-W-	WATER LINE
	ROAD CENTER LINE
C&G	CURB AND GUTTER
CONC	CONCRETE
PROP	PROPERTY
IRCF	IRON ROD & CAP FOUND
NDS	NAIL/DISC SET
	CONCRETE AREA
	BRICK PAVED AREA
	ASPHALT AREA
(#)	PARKING SPACE COUNT

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
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LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE
2021 A / 4–6	05/24/2021

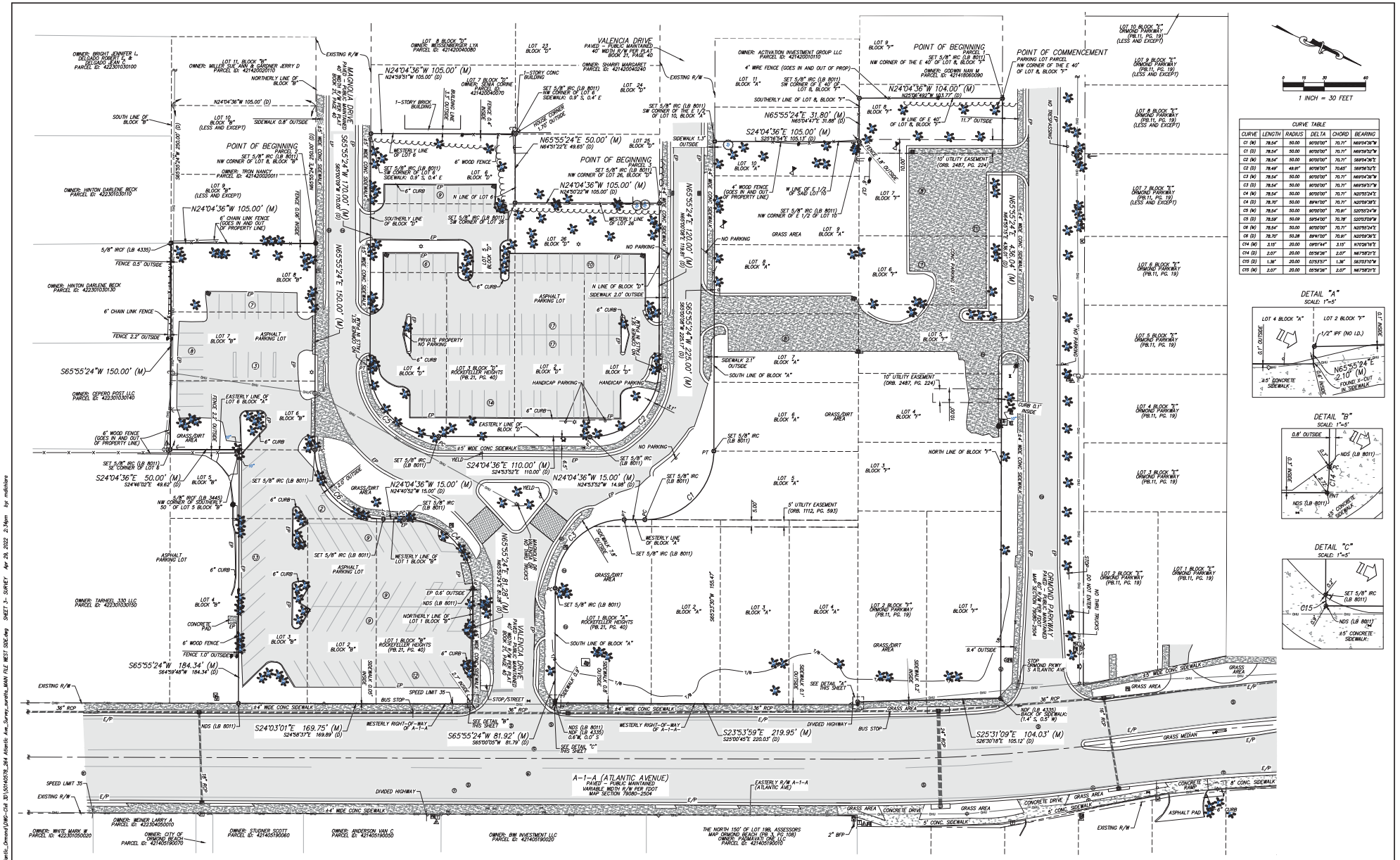
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_aurelia_MAIN FILE WEST SIDE.dwg SHEET 2 – BDS Apr 29, 2022 2:34pm by: mdeblara



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1 (M)	78.54'	50.00'	90°00'00"	70.71'	N69°04'36"W
C1 (D)	78.54'	50.00'	90°00'00"	70.71'	N69°55'52"W
C2 (M)	78.54'	50.00'	90°00'00"	70.71'	S69°04'36"E
C2 (D)	78.49'	49.91'	90°06'00"	70.65'	S69°56'32"E
C3 (M)	78.54'	50.00'	90°00'00"	70.71'	N69°04'36"W
C3 (D)	78.54'	50.00'	90°00'00"	70.71'	N69°59'37"W
C4 (M)	78.54'	50.00'	90°00'00"	70.71'	N20°55'24"E
C4 (D)	78.70'	50.00'	89°91'00"	70.71'	N20°09'36"E
C5 (M)	78.54'	50.00'	90°00'00"	70.71'	S20°55'24"W
C5 (D)	78.59'	50.04'	89°54'00"	70.78'	S20°03'09"W
C6 (M)	78.54'	50.00'	90°00'00"	70.71'	N20°55'24"E
C6 (D)	78.70'	50.28'	89°91'00"	70.91'	N20°09'36"E
C14 (M)	3.15'	20.00'	09°01'44"	3.15'	N70°26'16"E
C14 (D)	3.07'	20.00'	05°56'26"	3.07'	N67°58'21"E
C15 (D)	1.58'	20.00'	03°53'37"	1.58'	S83°57'03"W
C15 (M)	3.07'	20.00'	05°56'26"	3.07'	N67°58'21"E

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
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VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

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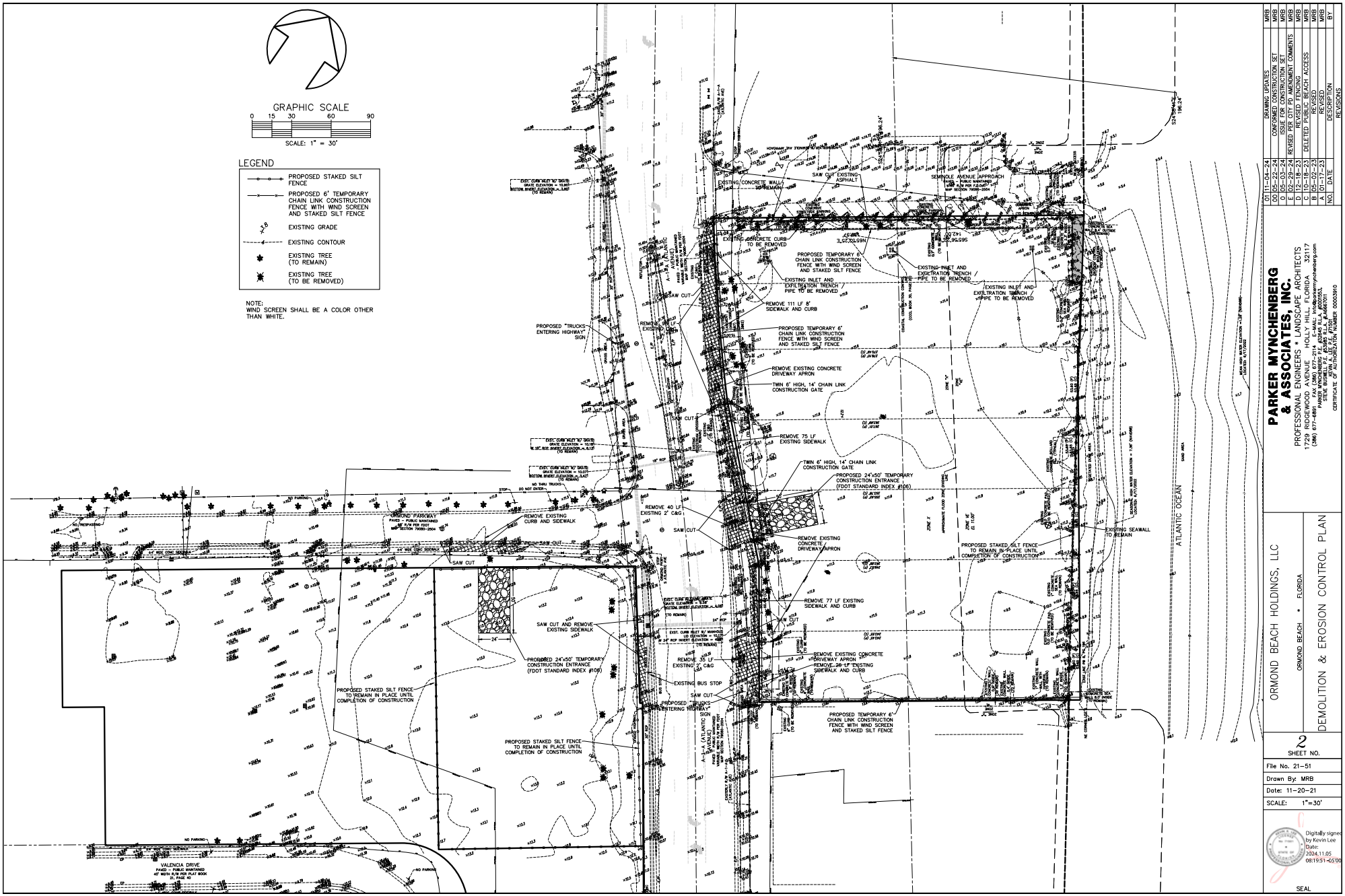
2021 A / 4–6	05/24/2021	50140578
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD
SCALE: 1" = 30'		3 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_sunshi_MAIN FILE WEST SIDE.dwg SHEET 3 - SURVEY Apr 29, 2022 2:34pm by: mdickens



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
A	01-17-23	REVISED	MRB
B	05-02-23	REVISED	MRB
C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
D	12-18-23	REVISED FENCING	MRB
E	03-08-24	REVISED PER PERMIT COMMENTS	MRB
0	05-03-24	ISSUE FOR CONSTRUCTION SET	MRB
00	05-22-24	CONFORMED CONSTRUCTION SET	MRB
01	11-04-24	DRAWING UPDATES	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36807 STEVE BIGNER, P.E. #56801 JEFFREY A. BEVILL, P.E. #68070111
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

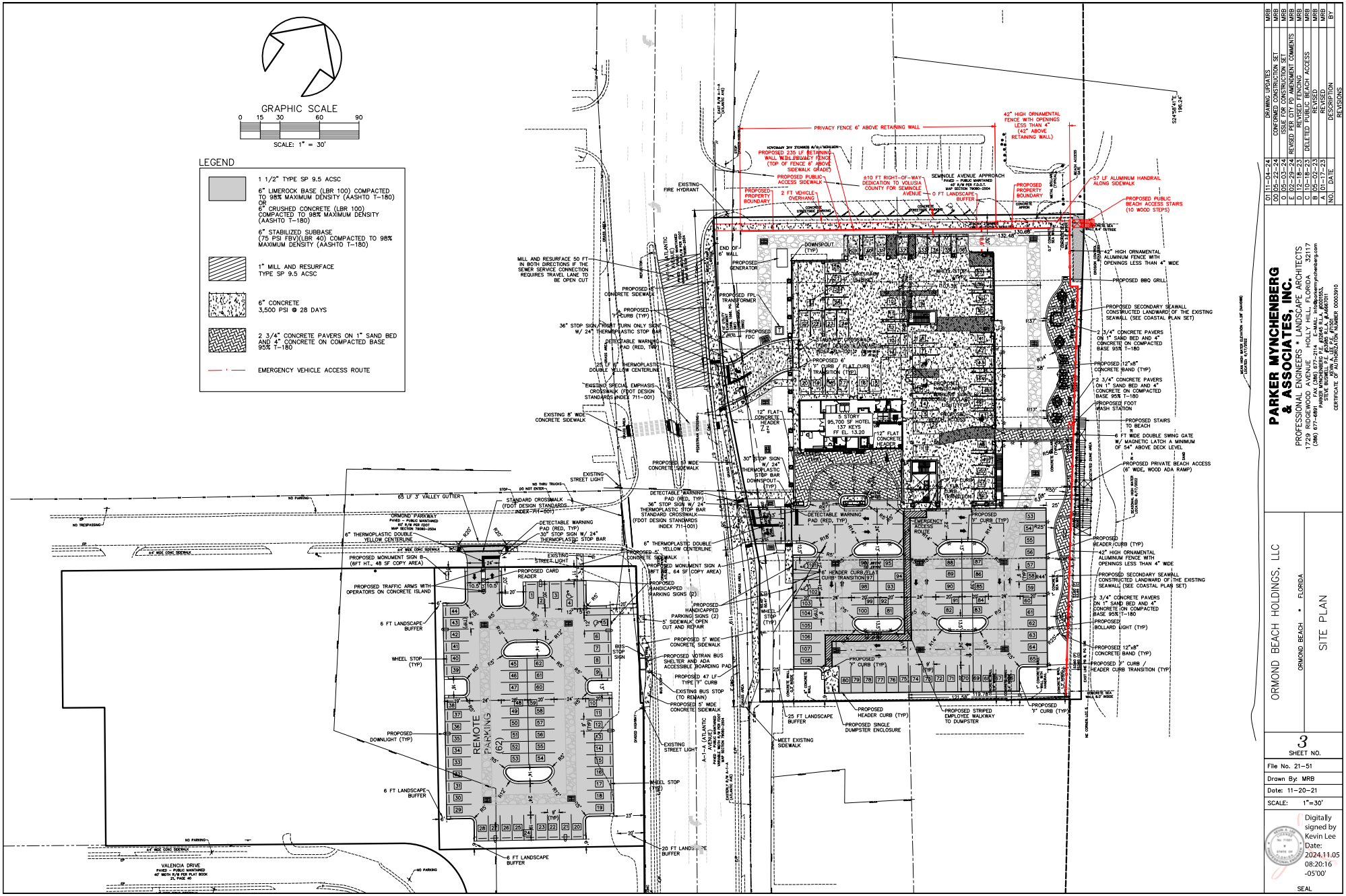
DEMOLITION & EROSION CONTROL PLAN

SHEET NO. 2

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Kevin Lee
Date: 2024.11.05 08:19:51-05'00'

SEAL



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D	12-18-23	REVISED FENCING	MRB
E	03-01-24	REVISED PER PLANNING COMMENTS	MRB
F	04-02-24	ISSUE FOR CONSTRUCTION SET	MRB
G	05-03-24	CONFORMED CONSTRUCTION SET	MRB
H	11-04-24	DRAWING UPDATES	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE * HOLLY HILL, FLORIDA 32117
(386) 677-4691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36851 STEVE BIGNELL, P.E. #58701 JEFFREY A. LEE, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

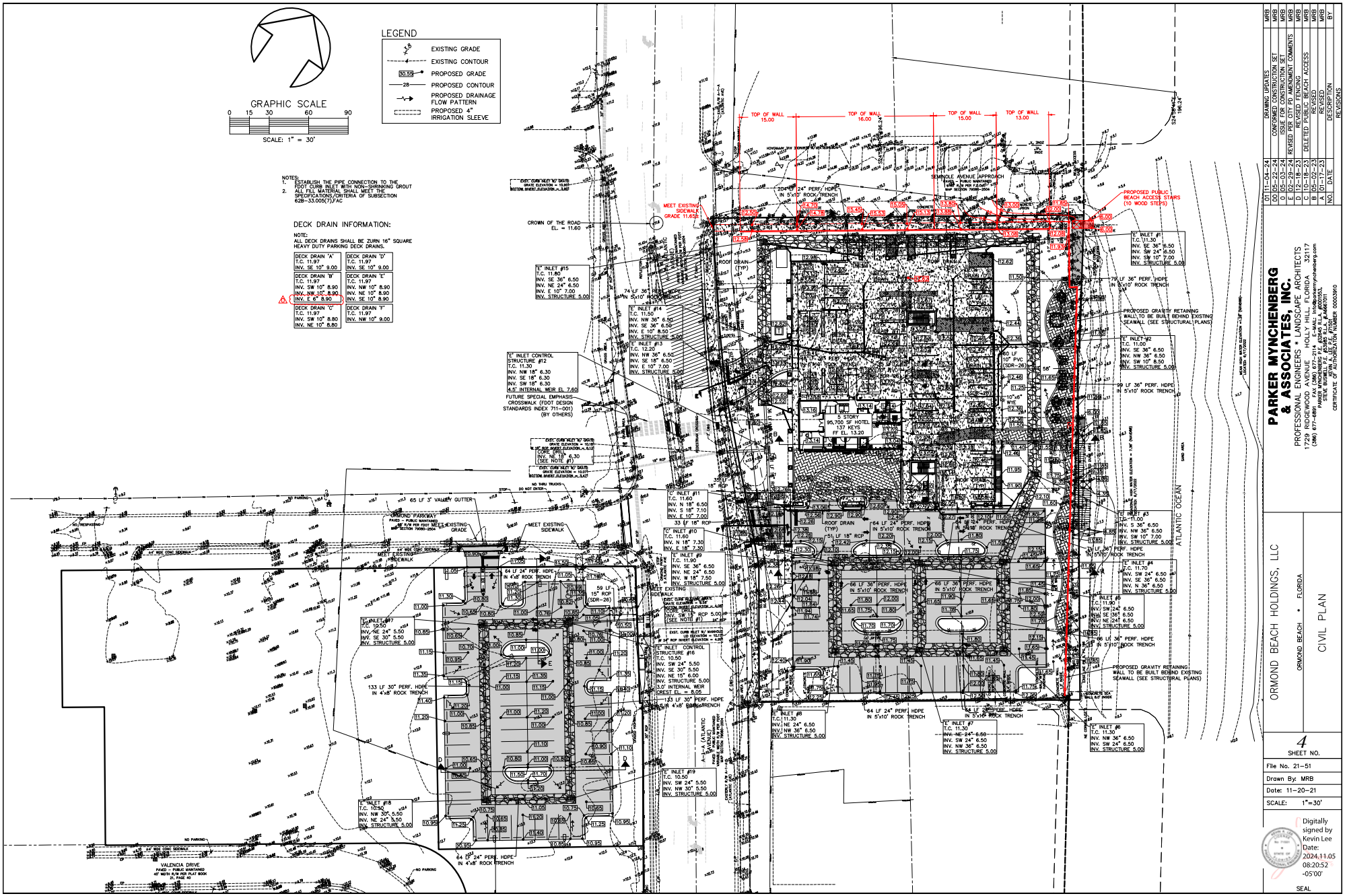
SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Kevin Lee
Date: 2024.11.05 08:20:16 -05'00'

SEAL



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00	05-22-24	CONFORMED CONSTRUCTION SET	MRB
01	11-04-24	DRAWING UPDATES	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG, P.E. #36931, E.B. #8691
STEVE BIGNELL, P.E. #57653, L.A. #6667311
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

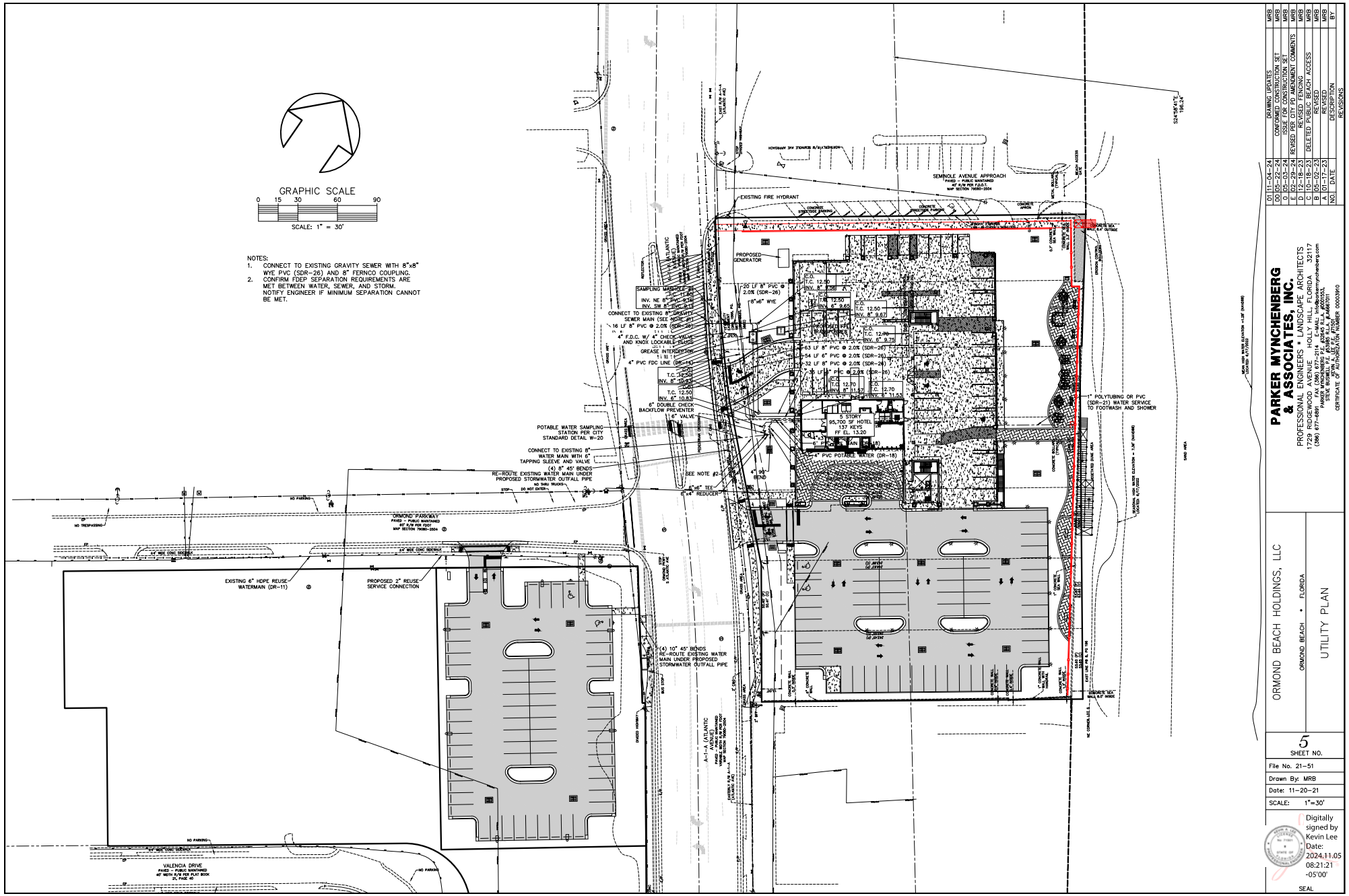
CIVIL PLAN

4
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Kevin Lee
Date: 2024.11.05 08:20:52 -05'00'

SEAL



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01	11-04-24		MRB

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PARKER MYNCHENBERG, P.E. FLORIDA REG. #36533
STEVE BIONELLI, P.E. FLORIDA REG. #46673
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 5

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Kevin Lee
Date: 2024.11.05 08:21:21 -05'00'

SEAL

LANDSCAPE CALCULATIONS (EAST SITE)

TREES REQUIRED

SITE AREA = 95,410 SF
95,410 SF X (1 TREE/1,500 SF) = 63.6 (64) TREES
LANDSCAPE AREA =37,686 SF
37,686 SF X (1 TREE/400 SF) = 94.2 (94) TREES

TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
4 PHOENIX PALMS (1:1) = 4 TREES
8 SEA GRAPE TREES = 8 TREES
8 6" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 95 TREES

A1A BUFFER (20 FT)
LENGTH = 370.43 FT - 5 FT - 29 FT - 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 4 TREES/100 FT = 12.26 (12) TREES
SHRUBS REQUIRED:
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
306.43 FT X 40 GROUND COVER/100 FT = 122.6 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER

SEMINOLE AVE. BUFFER (10 FT)
LENGTH = 281.37 FT - 20 FT - 6 FT = 255.37 FT
TREES REQUIRED:
255.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
255.37 FT X 30 GROUND COVER/100 FT = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER

PLANT LIST (WEST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	315	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 24" O.C.
	TV	99	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD., 20" O.C.
	ZP	63	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	191	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	91	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	6	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SP	70	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	CU1	5	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		

LANDSCAPE CALCULATIONS (WEST SITE)

TREES REQUIRED

SITE AREA = 33,070 SF
33,070 SF X (1 TREE/1,500 SF) = 22 TREES
LANDSCAPE AREA = 9,850 SF
9,850 SF X (1 TREE/400 SF) = 25 TREES

TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES

A1A BUFFER (20 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 4 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER

ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 153 FT - 28 FT - 20 FT - 6 FT - 5FT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30 GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER

WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20 GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 54 SHRUBS
GROUND COVER = 44 GROUND COVER

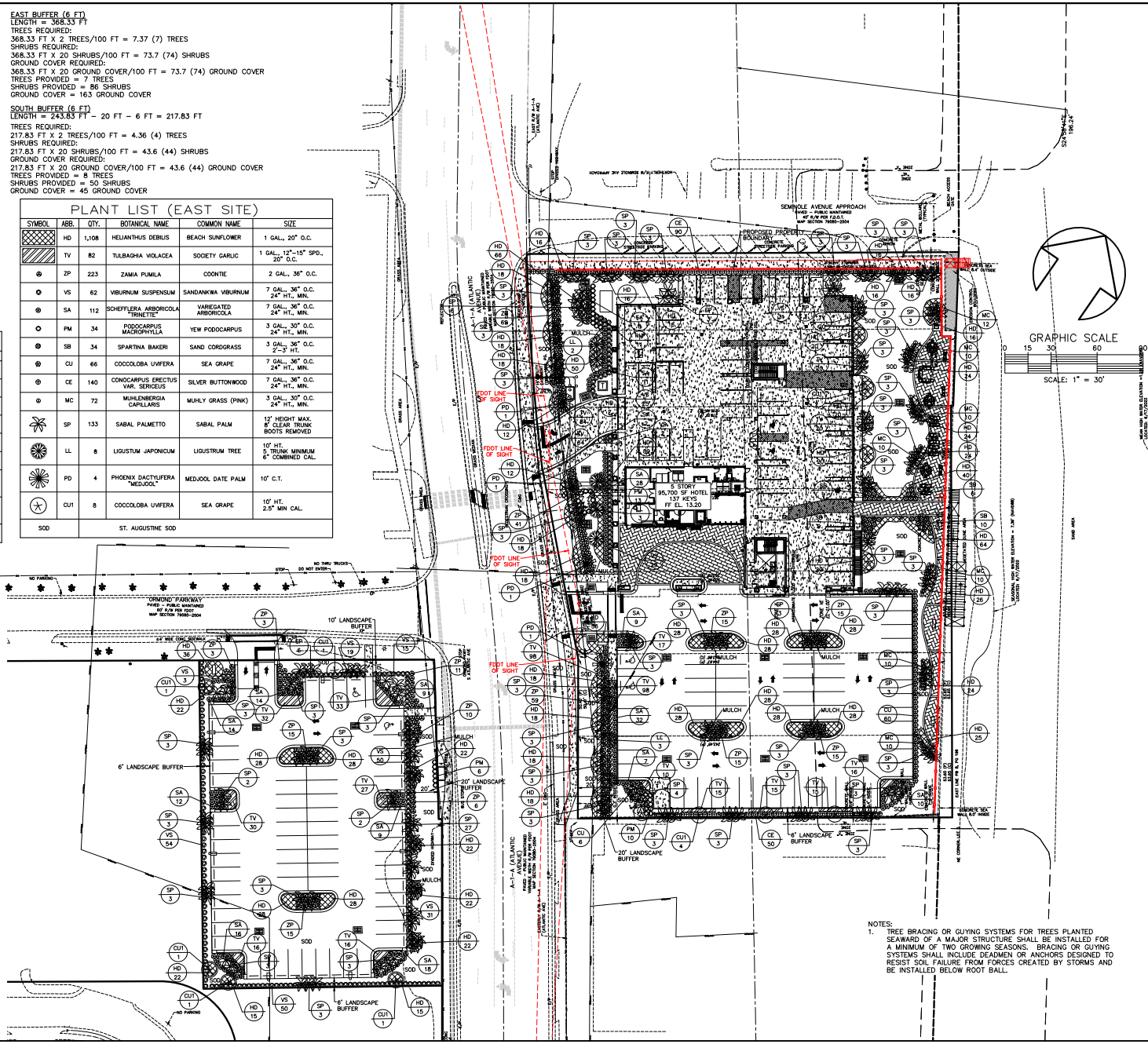
SOUTH BUFFER (6 FT)
LENGTH = 155 FT - 20 FT - 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 30 GROUND COVER

EAST BUFFER (6 FT)
LENGTH = 368.33 FT
TREES REQUIRED:
368.33 FT X 2 TREES/100 FT = 7.37 (7) TREES
SHRUBS REQUIRED:
368.33 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
368.33 FT X 20 GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 86 SHRUBS
GROUND COVER = 163 GROUND COVER

SOUTH BUFFER (6 FT)
LENGTH = 243.83 FT - 20 FT - 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER

PLANT LIST (EAST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	1,108	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 20" O.C.
	TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD., 20" O.C.
	ZP	223	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	62	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	112	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	34	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SB	34	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 36" O.C. 2'-3" HT.
	CU	66	COCCOLOBA UVIFERA	SEA GRAPE	7 GAL., 36" O.C. 24" HT., MIN.
	CE	140	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	7 GAL., 36" O.C. 24" HT., MIN.
	MC	72	MUHLENBERGIA CAPILLARIS	MUHLY GRASS (PINK)	3 GAL., 30" O.C. 24" HT., MIN.
	SP	133	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	LL	8	LIGUSTUM JAPONICUM	LIGUSTRUM TREE	10' HT. 5' TRUNK MINIMUM 6" COMBINED CAL.
	PD	4	PHOENIX DACTYLIFERA "MEDJOOL"	MEDJOOL DATE PALM	10' C.T.
	CU1	8	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		



NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
A	01-17-23	REVISED	MRB
B	05-02-23	REVISED	MRB
C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
D	12-18-23	REVISED FENCING	MRB
E	03-04-24	REVISED PER PLANNING BOARD COMMENTS	MRB
00	05-22-24	CONFORMED CONSTRUCTION SET	MRB
01	11-04-24	DRAWING UPDATES	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE * HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #56602, R.L.A. #LA0001553
STEVE BISHER, P.E. #53601, R.L.A. #LA0001011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Parker Mynchenberg, R.L.A. LA0001553

Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2024.11.05 08:22:23 -05'00'

SEAL

May 7, 2024 City Commission Minutes

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

Comments on the Consent Agenda

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

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

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

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

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

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED AND RESTATED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0011), KNOWN AS THE “ORMOND BEACH HOLDINGS, LLC”; AUTHORIZING THE REMOVAL OF A SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

Item #8B – RidgeHaven Subdivision, Final Plat

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-05

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "RIDGEHAVEN" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

Commissioner Briley expressed support of the project.

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

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

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING SECTION 2-17, R-4, SINGLEFAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT, SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT, AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; BY AMENDING THE REAR YARD SETBACKS, AND CORRECTING THE STREET SIDE/CORNER AND ADDITIONAL WATERBODY SETBACKS LABELS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

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

March 14, 2024 Planning Board Staff Report and Minutes

Note: The Planned Business Development amendment request has been amended to keep the sidewalk and beach access improvement and to waive a required north yard setback to 18′ based on the deeding of the sidewalk area to Volusia County

PLANNING BOARD
STAFF REPORT
Ormond Beach Holdings, LLC, PBD Amendment
Project Number: PZ-2024-006

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (first reading), May 7, 2024 (second reading)
APPLICANT:	Ormond Beach Holdings, LLC, property owner
LOCATION:	251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
REQUEST:	Planned Business Development amendment to Ordinance 2023-05 to amend the development order for the Ormond Beach Holdings, LLC, project by removing a proposed sidewalk/beach access improvement that was illustrated to become part of the adjacent Volusia County Seminole Avenue beach approach.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order for the site by removing a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).

SECTION 2, BACKGROUND:

The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of “Tourist Commercial” and a zoning classification of PBD, Planned Business Development. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of “Low Intensity Commercial” and a zoning classification of PBD, Planned Business Development.

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicates that the former hotel had 149 rooms. The land has been vacant since the demolition. The portion of the property at 264 South Atlantic Avenue was part of the former Florida Hospital Oceanside property. This building was also impacted by storm events and the 114,100-square-foot building was demolished in 2019.

The following zoning approvals have occurred with the project:

1. Land Use: Ordinance 2023-03 – approved January 24, 2023. The Ordinance approved a Comprehensive Plan Land Use Map amendment for the portion of the parking for the hotel use to “Low Intensity Commercial and the residential development, Tides Edge, land area from “Public Institutional” to “Low Density Residential”.
2. Zoning Map Amendment: Ordinance 2023-04 - approved January 24, 2023. The Ordinance authorized an amendment to the zoning map for the project from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development.
3. Issuance of a Development Order: Ordinance 2023-05 - approved January 24, 2023. The Ordinance authorized a development for a hotel (137 rooms) and a remote parking under certain conditions. Exhibit “C” of the development order contained a condition that the applicant would construct a public sidewalk and beach walkover parallel to the Seminole Avenue beach approach and dedicate the improvement to Volusia County.

4. Site Plan Review Committee (SPRC): Approved on May 24, 2023 the site plan to allow a five story, 95,700 square foot hotel with 137 rooms and associated site improvements.
5. Minor Modification: On September 6, 2023 City Commission agenda was a disposition item that affirmed the Planning Director's determination that architectural changes, including those required by the Florida Department of Environmental Protection review, were a minor modification to the approved development order.

The property owner, Ormond Beach Holdings, also purchased the remainder of the former Florida Hospital property at 264 South Atlantic Avenue (remainder of the lot not dedicated to the parking lot), 300 South Atlantic Avenue and 225 Magnolia Drive for redevelopment of a 15-lot residential subdivision known as Tides Edge. The Tides Edge project is not part of or associated with the hotel project.

SECTION 3, ANALYSIS:

Project description: The hotel project has an approved development order and site plan. **The only amendment of the application is the removal of the sidewalk and public walkover required with the orginial development order**. Below are key attributes of the approved project:

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The hotel (transient lodging) is a permitted use within the original zoning of B-6, Oceanfront Tourist Commercial.
3. The building height is proposed to be 72'. The hotel is five (5) stories. A survey to verify the height of the building would be required as part of the building construction.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The parking calculation for hotels requires 1.5 parking spaces per unit or 206 parking spaces. The Land Development Code allows a 20% reduction of parking spaces within multimodal corridors. The required parking for the hotel use is 165 parking spaces and 170 parking spaces are provided.
6. The project was required to construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover were planned in the original development order to be deeded to Volusia County.
7. Oceanfront rear yard setback. The Land Development Code requires a calculated average oceanfront setback which is 67.4'. The approved development order approved an oceanfront setback of 58'.

8. Side corner setback along the Seminole approach. The required building side corner setback abutting the Seminole approach is 25'. Based on the proposed beach sidewalk and walkover approved in the original development order a building setback of 23.5'was approved.
9. Parking lot landscaping. The approved development order allows parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces.
10. Remote parking. The approved development order authorized parking on the west side of South Atlantic Avenue.
11. A roadway improvement plan has been completed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. The pedestrian connection links the remote parking lot on the west side of South Atlantic Avenue and the hotel property.
12. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
13. A bus shelter is proposed on the west side of South Atlantic Avenue.
14. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
15. Both properties are cleared based on previous uses and no wetlands exist on either parcel.

The following table shows the surrounding land uses and zoning:

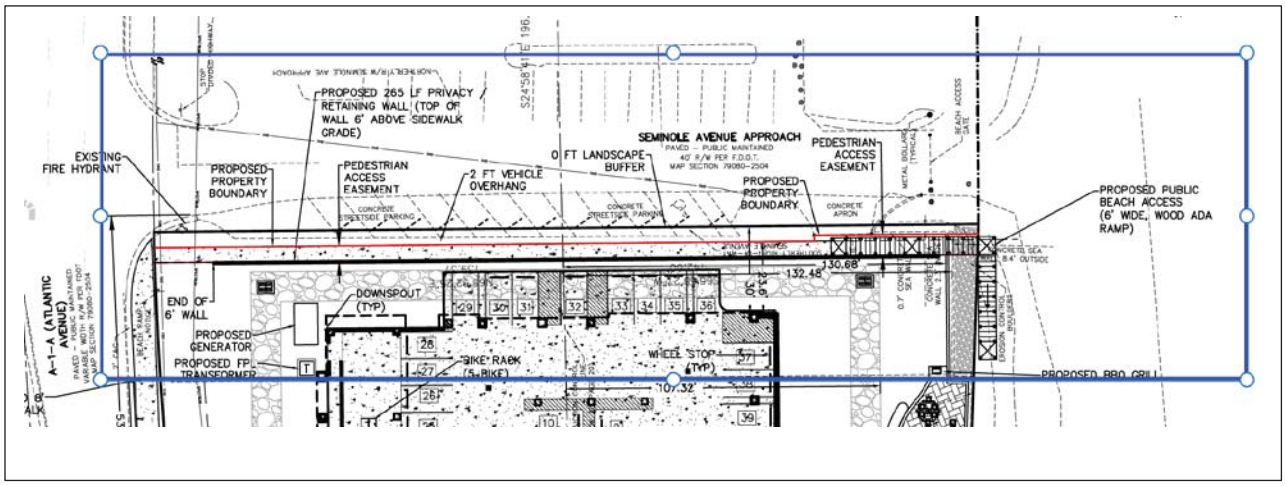
EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Seminole Avenue Beach Approach and hotel	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
South	Commercial uses and Tides Edge Single-Family lots	"Tourist Commercial" and "Low Density Residential"	B-6, Oceanfront Tourist Commercial and R-3, Single-Family Medium Desnity
West	Commercial uses and Tides Edge Single-Family lots	"Tourist Commercial" and "Low Density Residential"	B-7, Highway Tourist Commercial and R-3, Single-Family Medium Desnity
East	Atlantic Ocean and commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial

Proposed amendment

The sole amendment to the development order is a request to remove a condition that required a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach and dedicated to Volusia County. Below is an image from the approved site plan:

EXHIBIT 2: Approved site plan – beach sidewalk and walkover:



At the beginning of the project, in February 2022, there was discussion between Site Plan Review Committee (SPRC) staff and the project team to construct a dedicated pedestrian beach access to aid the Seminole Avenue beach approach. On March 24, 2022 there was a virtual meeting between city staff, applicant, Volusia County staff, and the applicant's attorney's and engineers that discussed the Seminole Beach approach. Staff's understanding of the result of this meeting was that Volusia County was willing to accept the dedicated pedestrian beach access and maintain the constructed improvement. The project proceeded forward with this understanding and the development order was written that required the project to construct the pedestrian beach access improvements and deed the completed improvements to Volusia County.

Beginning in August 2023, city staff was made aware that Volusia County would not accept the maintenance and liability of the proposed pedestrian beach access improvements. On October 16, 2023, Volusia County staff provided an e-mail (ATTACHMENT 2) to the applicant as follows:

"The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it."

Volusia County staff has stated that the property owner or the City of Ormond Beach could maintain the proposed improvement. The applicant has indicated that they are willing to construct and dedicate the improvements but would not have accepted the

concept of the public beach access walkover if they were required to maintain the improvement and provide liability insurance.

Staff's review of the issue is as follows:

1. Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
2. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed.
3. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities.
4. The City could elect to accept maintenance and liability of the beach walkover improvement.

Project public benefits:

Section 2-36(h)(3) of the Land Development Code requires the provisions of public benefits for Planned Developments that demonstrate that a project's site plan design is more than the minimum standards required. The original development order staff report includes the following public benefits from the applicant:

1. Increase the number of optional architectural attributes (two (2) or more over and above the required minimum of three (3) optional attributes).
2. Provide a sheltered bus stop.
3. Provide parking to the side or rear of the building with the building facing the public right-of-way.
4. Provide a combination of walls, berms and landscaping to define the perimeter of the site.

The original development order staff report detailed additional public benefits as follows:

In addition to the public benefits stated in the applicant's letter, staff noted that the public beach walkway and access ramp is a public benefit designed to increase beach access. The project has also provided larger landscape buffer areas along South Atlantic Avenue. Finally, staff noted that the project is seeking monument site signage where the Land Development Code would allow pole signage.

If there is a decision to grant the amendment request, the project would comply with the requirements of providing public benefits for the redevelopment of the subject property.

SECTION 4, CONCLUSION:

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above what normally are found for permitted uses in the district with regard to the following:

a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the development order and adhered to in all development phases.

The proposed building utilizes the Florida Cracker architectural style in accordance with the Land Development Code. The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the building elevations.

b) Landscaping and related site amenities.

The project has provided landscape plans that meet or exceed the Land Development Code requirements. Each site is cleared and vacant. The proposed PBD amendment for the removal of the beach sidewalk and walkover would provide additional landscaping abutting the Seminole Avenue approach.

c) Mitigation of off-site impacts.

The site plan has been designed to mitigate any off-site impacts. The pedestrian crossing is a key improvement that has been constructed. The proposed PBD amendment for the removal of the beach sidewalk and walkover would not create off site impacts.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

A photometric plan has been approved and the proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the lighting plan.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the approved sign plans.

SECTION 5, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e) (1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the public health, safety, welfare, and the quality of life will not be adversely affected. Volusia County has stated that there is not a need for an additional beach access based on the beach approach at Seminole Avenue. Removal of the beach sidewalk and walkover would cure the setback encroachment and landscape waiver granted in the original development order to allow the public pedestrian walkover.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The property is designated as “Tourist Commercial” and “Low Intensity Commercial” on the City’s Future Land Use Map (FLUM). The overall development is consistent with the adopted Comprehensive Plan.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed PBD amendment does not have any impacts to this criterion. There are no wetlands on-site and the property is not located in the flood zone. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The PBD amendment will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire, and police safety. The proposed PBD amendment would not impact public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The PBD amendment has no traffic impacts. As discussed in the original development order, the project is within the city’s Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan. Policy 1.5.2 of the Transportation Element of the Comprehensive Plan states, “Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.”

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations. The proposed hotel is a substantial investment into the South Atlantic Avenue corridor. The last new construction of transient lodging was the Royal Floridian additional building in 2010. The PBD amendment will not impact the functional use of space.

8. **The proposed development provides for the safety of occupants and visitors.**

   The PBD amendment will not impact the safety of occupants and visitors. Volusia County staff stated that no beach access is required for the Seminole Avenue approach.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The PBD amendment is solely for the removal of the public sidewalk and beach walkover and does not involve any building materials or architectural features.

10. **The testimony provided at public hearings**.

    This application has not been heard and no public testimony has been provided.

SECTION 6, RECOMMENDATION:

The sole action sought in the PBD amendment is the removal of the required sidewalk and beach access walkover based on the determination of Volusia County that the additional access is not needed parallel to the Seminole Avenue beach approach. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed. The City also cannot compel the developer to accept the maintenance responsibility and liability that a public entity should be responsible to maintain.

Based upon these conclusions, it is recommended that the Planning Board **APPROVE** the development order amendment by allowing the removal of the proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County Seminole Avenue beach approach.

Attachments:

Attachment 1: Project maps
Attachment 2: Correspondence regarding the beach sidewalk and walkover
Attachment 3: Original Development Order, Ordinance 2023-05
Attachment 4: Applicant provided information

ATTACHMENT 1

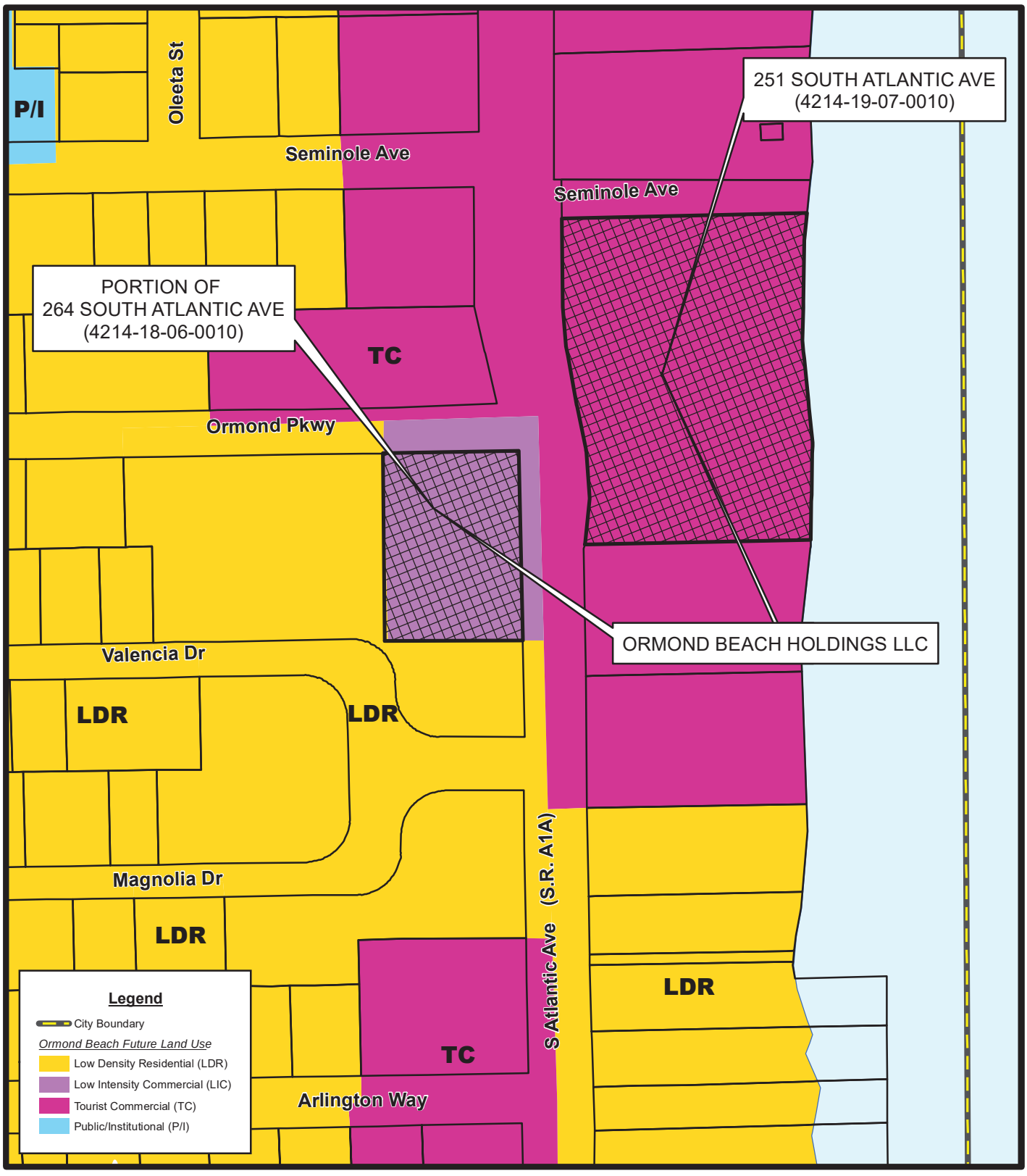
Project maps



AERIAL MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

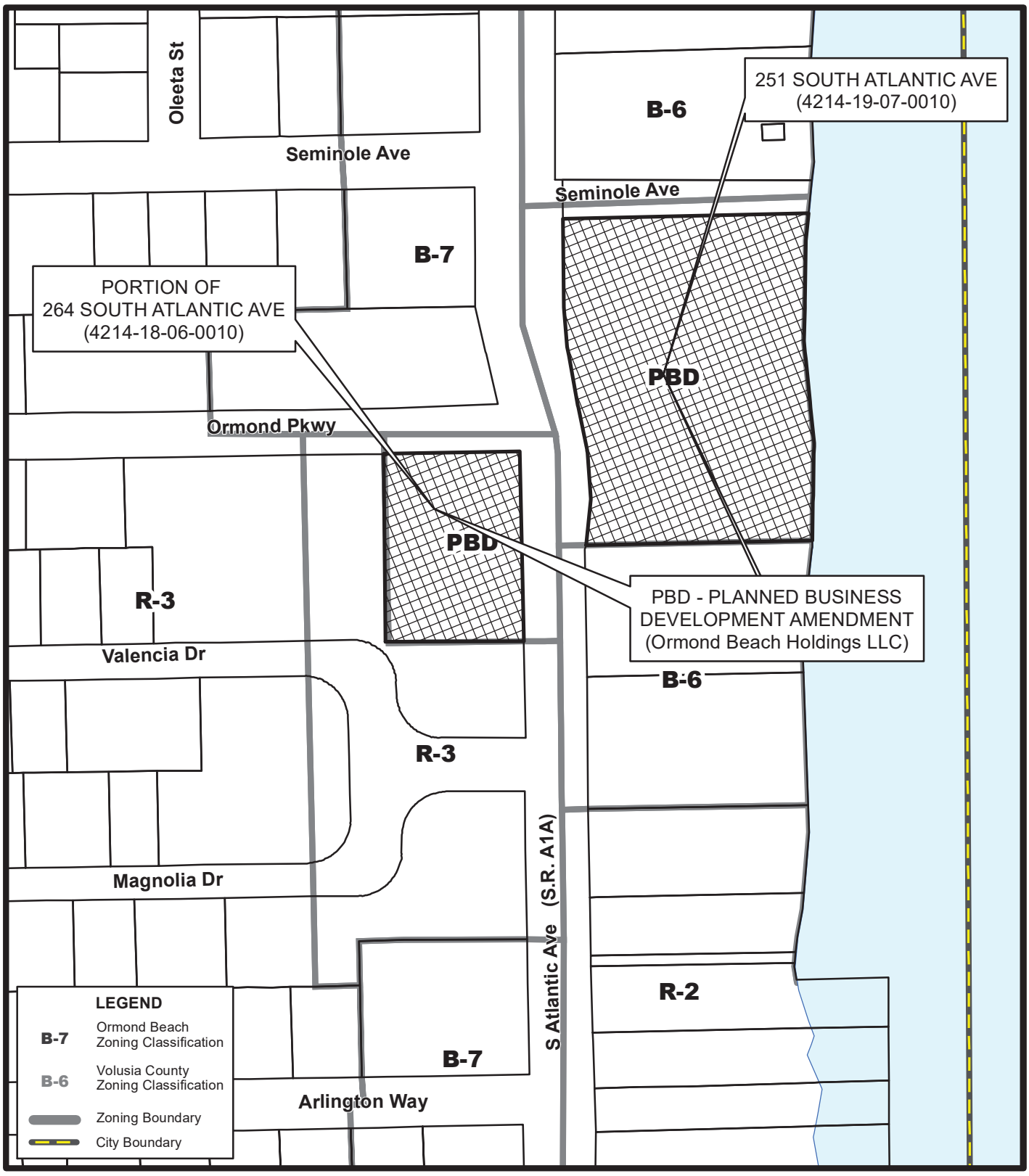
N.T.S.



FUTURE LAND USE MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

N.T.S.



ZONING MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

N.T.S.

ATTACHMENT 2

Correspondence regarding the beach sidewalk and walkover

Debi LaCroix

Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

From: Russ Brown <rbrown@volusia.org>
Sent: Monday, October 16, 2023 2:06 PM
To: Rob Merrell <rob.merrell@cobbcole.com>
Cc: Jessica Gow <jessica.gow@cobbcole.com>; Suzanne Konchan <SKonchan@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Rob – Thanks for the email. The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Rob Merrell <rob.merrell@cobbcole.com>
Sent: Monday, October 16, 2023 1:53 PM
To: Russ Brown <rbrown@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>
Cc: Jessica Gow <jessica.gow@cobbcole.com>
Subject: Fwd: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ and Suzanne, you have us in a bit of a spot between a rock and a hard place here. My clients are not comfortable deeding the land for public access to the county but then having to maintain it and worry about the liability. We're happy to give you the property to supplement the existing beach approach but I don't think it's fair to require us take on that additional responsibility. We need to get this worked out because if we have to change our plans in this regard, we will have to go back and get city commission approval.

Thanks, Rob

COBB COLE Attorneys at Law Since 1925

Rob Merrell
Florida Bar No. 726974
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9263 | (F) 386-944-7955
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Tuesday, October 3, 2023 2:31:43 PM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – The county is willing to accept fee simple for the proposed public access but not maintenance responsibilities for it. That would remain with the developer. Thanks.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Thursday, September 28, 2023 4:01 PM
To: Russ Brown <rbrown@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ/Steven,
I hope all is well! I think that the project team discussed the dedication extent and easement over the sidewalk with the County early on (March 2022), but I cannot find anywhere where underlying maintenance was discussed during those meetings, so there may have just been a difference in interpretation by each side of who would maintain.

The current design of the site includes the sidewalks outside of a perimeter fence, which would make maintenance by the property owner difficult. Is the County open to maintaining the beach ramp that connects to the beach access and down to the beach? The hotel has a private beach access, so the proposed ramp is solely for benefit by the public.

COBB COLE Attorneys at Law Since 1925

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
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Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Friday, September 15, 2023 2:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Jessica Gow <jessica.gow@cobbcole.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Steven – Thank you for the email.

Generally, in projects of this nature, the county normally does not take fee ownership and accept maintenance responsibility. We will accept an easement for public access with maintenance responsibilities remaining the responsibility of the underlying fee owner which is what was conveyed in this situation to the property owner. Additionally, in these situations, we've seen the developer dedicate public access to the local municipality as well.

Let me know if you would like to discuss further. Thanks again.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Friday, September 15, 2023 11:39 AM
To: Russ Brown <rbrown@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>
Cc: 'klee@parkermynchenberg.com' <klee@parkermynchenberg.com>; 'Jessica Gow' <jessica.gow@cobbcole.com>; 'pkmynch@gmail.com' <pkmynch@gmail.com>; 'adam@contenderdevelopment.com' <adam@contenderdevelopment.com>
Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Good morning,

There was a virtual meeting on March 24, 2022 regarding a sidewalk and beach access ramp to the south of the Seminole Avenue Beach Approach for the property at 251 South Atlantic Avenue. Ormond Beach was processing a Planned Business Development application for the property at 251 South Atlantic Avenue as a hotel redevelopment. One public benefit sought was an improvement for pedestrians to access the beach through a dedicated walkway along Seminole Avenue. My understanding of the March 22, 2022 virtual meeting with County staff, city staff and the project team for the hotel development was the developer was to construct the walkway and beach access ramp and Volusia County would accept a deed for ownership and maintenance. On this understanding, a development order was approved requiring the development to make the improvements and deed the land to Volusia County.

My understanding from the e-mail below is that Volusia County does not desire to have the maintenance responsibility on the improvement that was planned to be deeded as part of the Volusia County right-of-way. Before city staff starts the process of releasing the development from the obligation of making the improvement to improve beach access for pedestrians, Planning staff is seeking confirmation that Volusia County will not accept the deed for the land area or the maintenance of the access improvement as shown on the Ormond Beach approved site plan and development order.

Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Thursday, August 31, 2023 8:38 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: OrmondMarriott <Ormondmarriott@cobbcole.com>
Subject: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

[External Email-Use Caution] - OB/IT Helpdesk

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Steven,

Per our previous discussion, the County does not want to own and maintain the public beach access improvements that were proposed with the Ormond Hotel proposed at 251 S Atlantic Ave. The project approval included a new public sidewalk and an ADA beach ramp for the Seminole Ave beach approach, that would be dedicated to the County.

See email below from the County indicating that they do not want any maintenance responsibility of these improvements. The hotel project has a separate beach access ramp proposed for their guests and does not require this sidewalk or access ramp, they were proposed as a public benefit.

Please advise if we can remove the sidewalk and public access ramp from our project scope?

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

------ Forwarded Message ------
From "Jessica Gow" <jessica.gow@cobbcole.com>
To "Klee" <klee@parkermynchenberg.com>
Date 8/22/2023 11:36:03 PM
Subject FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Kevin,
See email from Russ below on the County maintenance item… do we need a letter?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Russ Brown <rbrown@volusia.org>
Sent: Friday, August 18, 2023 9:37 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>; Jacquelin Kane <JKane@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Mark McClain <MMcClain@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>
Subject: RE: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – Yes. The county will have no maintenance responsibility. Thanks.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Friday, August 18, 2023 9:33 AM
To: Russ Brown <rbrown@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Mark McClain <MMcClain@volusia.org>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

County team,
A follow up question on scope of the public access easement for this site – there will be a sidewalk but also the ADA wooden ramp to the beach – is the County's thought that these would be privately maintained in their entirety?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Friday, August 18, 2023 9:28 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Phillips, Mike <mphillips@dewberry.com>; dhettinger@dewberry.com
Subject: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica,

See attached.

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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ATTACHMENT 3

Original Development Order, Ordinance 2023-05

ORDINANCE NO. 2023-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), TO BE KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY AS A HOTEL AND REMOTE PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property ("Applicant/Property Owner") located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development ("PBD") to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres, to be known as "Ormond Beach Holdings, LLC" as described and

depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the proposed development of the subject property is contingent upon a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and change in zoning (Ordinance No. 2023-04) pertaining to the subject property being approved, and becoming effective in accordance with Section 163.3184(12) and Section 163.3187, *Florida Statutes*, and

WHEREAS, the proposed development order is contingent upon the *Comprehensive Plan* amendment and rezoning becoming effective, and

WHEREAS, the Property is to be rezoned from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development, and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-6 (Oceanfront Tourist Commercial) zoning district except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health; safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage,

fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the "Ormond Beach Holdings, LLC" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the Ormond Beach Holdings, LLC Planned Business Development to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres.

SECTION THREE. Section 2-27(B)(9)(d) of the *Land Development Code* requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building, and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FOUR. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access, which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan, and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FIVE. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved, with the condition that the pedestrian crossing is required to be in place and operational prior to the Certificate of Occupancy for the proposed hotel.

SECTION SEVEN. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION EIGHT. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

PASSED UPON at the first reading of the City Commission this 10th day of January, 2023.

PASSED UPON at the second and final reading of the City Commission this 24th day of January, 2023.

BILL PARRINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Robert A. Merrell III, Esquire, on behalf of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company
	Application No.	2022-018
	Project Name:	Ormond Beach Holdings, LLC
	Property Address:	251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
	Parcel ID No.:	4214-19-07-0010 and 4214-18-06-0010

PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 10, 2023 and January 24, 2023, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company ("Applicant/Property Owner") for a Development Order for a Planned Business Development to be known as "Ormond Beach Holdings, LLC", to be located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010) as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to allow the construction of a hotel, including a remote lot on the west side of South Atlantic Avenue, under certain conditions on 2.95 acres and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

I. In the event a building permit has not been issued within thirty-six (36) months, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.*

J. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 24th day of January, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT A
Page 1 of 2

LEGAL DESCRIPTION
From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

Portion of 264 South Atlantic Avenue

WEST SITE = 33,003 SF = 0.76 AC

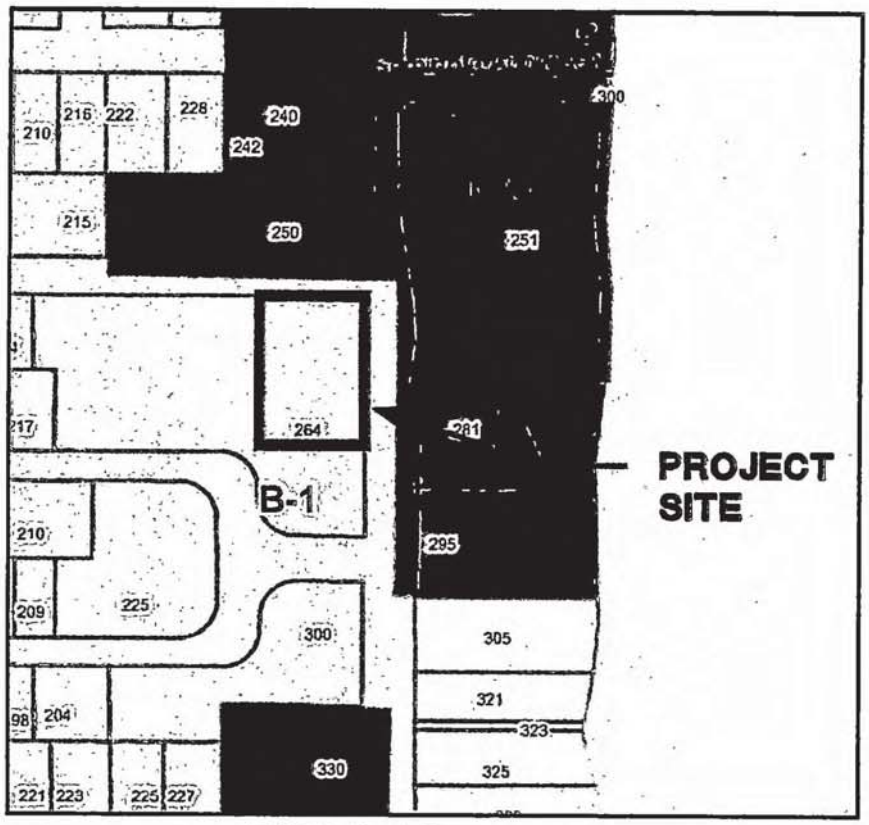
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: [redacted], A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN [redacted], A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN [redacted]W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

EXHIBIT A
Page 2 of 2

Map of Area



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL

EXHIBIT "B"
Page 1 of 4

Project Name: PZ-22-018(B) (Site plan & PBD)
Project Description: 251 South Atlantic Avenue, Ormond Beach Holdings, LLC
Review Comments List Date: 10/29/2022

Ref. # 20, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please identify emergency vehicle access route for the building.

Ref. # 21, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C001-COVER.pdf
Please provide building elevation views to allow us to better comprehend the building elements and overall access.

Ref. # 50, Fire Plans Examiner, MLG Municipal Services, Cycle 2, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please provide a clear fire apparatus access plan of the building site. Plan should include as a minimum: roadway widths and clear height, turn-around points, finished grades at street and property, location of all fire department connections and fire hydrants, elevation view and floor plan of the building showing entrances and means of egress from exits and stair towers,

Ref. # 59, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Seminole Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 281.37' total lineal footage subtract 20' west & 6' east buffer = 255.37' = 8 Required trees and not 7 (.5 or greater you round up). Only provided 5 trees, please add plant materials to meet requirement.

Ref. # 60, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Buffer, C006-LANDSCP.pdf
Buffer length = 368.33' (see survey)
Required shrubs & ground covers = 74

Ref. # 61, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 243.83' total lineal footage subtract 20' west & 6' east buffer = 218' (Correct). This buffer needs 4 trees and only providing 3 (palms 3:1). Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard.

Ref. # 62, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: A1A Buffer, C006-LANDSCP.pdf
For the buffer length, please show the math, 370.43' total lineal footage subtract 5' sidewalk, 28' & 22' driveways = 315.43' = 13 Required trees and not 12. Required shrubs & ground covers = 126
Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard or Glossy Privet.

Ref. # 63, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Plant List, C006-LANDSCP.pdf
Specify the Cabbage palms with slick trunks, boots removed. The spec should be clear trunk and not clear height.

Ref. # 64, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer Hedge, C006-LANDSCP.pdf
Please move the hedge to the property line and place the ground covers in front of the hedge.

Ref. # 65, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Utilities, C006-LANDSCP.pdf
Please show and gray back all utilities and coordinate plant materials. Please screen the double check backflow preventer.

Ref. # 66, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Firebush, C006-LANDSCP.pdf
The required screening height for the HP is 24", please specify on the plant list.

Ref. # 67, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Side Tree Requirement, C006-LANDSCP.pdf
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(114) Proposed Palms (3:1) = 38 Trees
Proposed Phoenix Palms (1:1) = 4 Trees
(8) Proposed 6" Combined Trees (2 Tree Credits) = 16 Trees
TOTAL PROVIDED TREES = 58 (Deficient 36 Trees)

Ref. # 68, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer Calculations, C006-LANDSCP.pdf
1 tree/400 SF = 25 Trees (round up .5 and greater).
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(67) Proposed Palms (3:1) = 22 Trees
Proposed Trees = 5 Trees
TOTAL PROVIDED TREES = 27

Ref. # 69, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Ormond Parkway Buffer - West, C006-LANDSCP.pdf
For the buffer length, please show the math, 153' total lineal footage subtract 28' driveway, 20' west & 6' east buffer & 5' sidewalk = 94' = 3 Required trees. Required shrubs & ground covers = 28
Provided trees = 3 and not 4.

Ref. # 70, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Landscape Islands, C006-LANDSCP.pdf
Interior and terminal landscape islands require the palms to be planted in 3's, because three palms equals (1) tree.

Ref. # 71, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer - Parking Lot, C006-LANDSCP.pdf
The lineal footage of this buffer = 214'
Required shrubs & ground covers = 43
Please move the hedge to the property line. Required ground covers = 43

EXHIBIT "B"
Page 3 of 4

Ref. # 72, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer - West Parking Lot, C006-LANDSCP.pdf
For the buffer length, please show the math, 155' total lineal footage subtract 20' west & 6' east buffer = 129' = 3 Required trees
Required shrubs & ground covers = 26

Ref. # 73, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Irrigation Plan, C008-IRRIG.pdf
- Please demonstrate how your meeting the Volusia County Waterwise Ordinance. 25% of the landscape area shall be low volume. Please provide requirement and how it's being met for both sites. I am assuming there will be 2 irrigation systems, one for the hotel and one for the parking lot? Please identify this on the irrigation legend and provide specifications.
Please show the water source for the west parking lot, the location of the controller, rain sensor & identify the mainline/size.
Please show the water source for the hotel and the location of the controller & rain sensor.
The irrigation legend shows a well for water source?

Ref. # 74, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Parking - Firebush, C006-LANDSCP.pdf
Please specify a ground cover in place of the HP, it's going to compete with the SA. Other options are Purple Society Garlic, Portulaca or Orange Bulbine.

Ref. # 1, Planner 3, Becky Weedo, Cycle 1, Unresolved
Markup: Crown of Road Elevation, C004-CIVIL.pdf
It looks like the building will be located in a Flood Zone X which is not considered a Special Flood Hazard Area. Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas, the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions. Per Section 1-22 of the LDC, "Crown of road means the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer." The elevation numbers on the plan are very hard to read. Please call out the crown of road elevation on the plan.

Ref. # 49, Planner 3, Becky Weedo, Cycle 2, Unresolved
Comment: Please call out crown of road on C004-CIVIL.pdf plan. Very difficult to read those numbers.

EXHIBIT "B"
Page 4 of 4

Ref. # 46, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, PB criteria, Ormond Marriott PD Project Narrative.pdf
Please include in the letter, Describe how the project meets the Planned Business Development criteria - specifically 2-36(h)(4) of the LDC.

Ref. # 48, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, photometric lighting plan, C003-SITE.pdf
Has a photometric lighting plan been completed? If so, please provide.

Ref. # 57, Utility 1, Mike Stephenson, Cycle 2, Unresolved
Markup: Sampling Station, C005-UTILITY.pdf
Add potable water sampling station near the edge of right of way. Add City detail W-20 to the planset.

Ref. # 75, Utility 1, Mike Stephenson, Cycle 4, Unresolved
Markup: Std Detail Update, C014-DETAILS.pdf
Please update City standard details throughout plan set to be the latest versions.

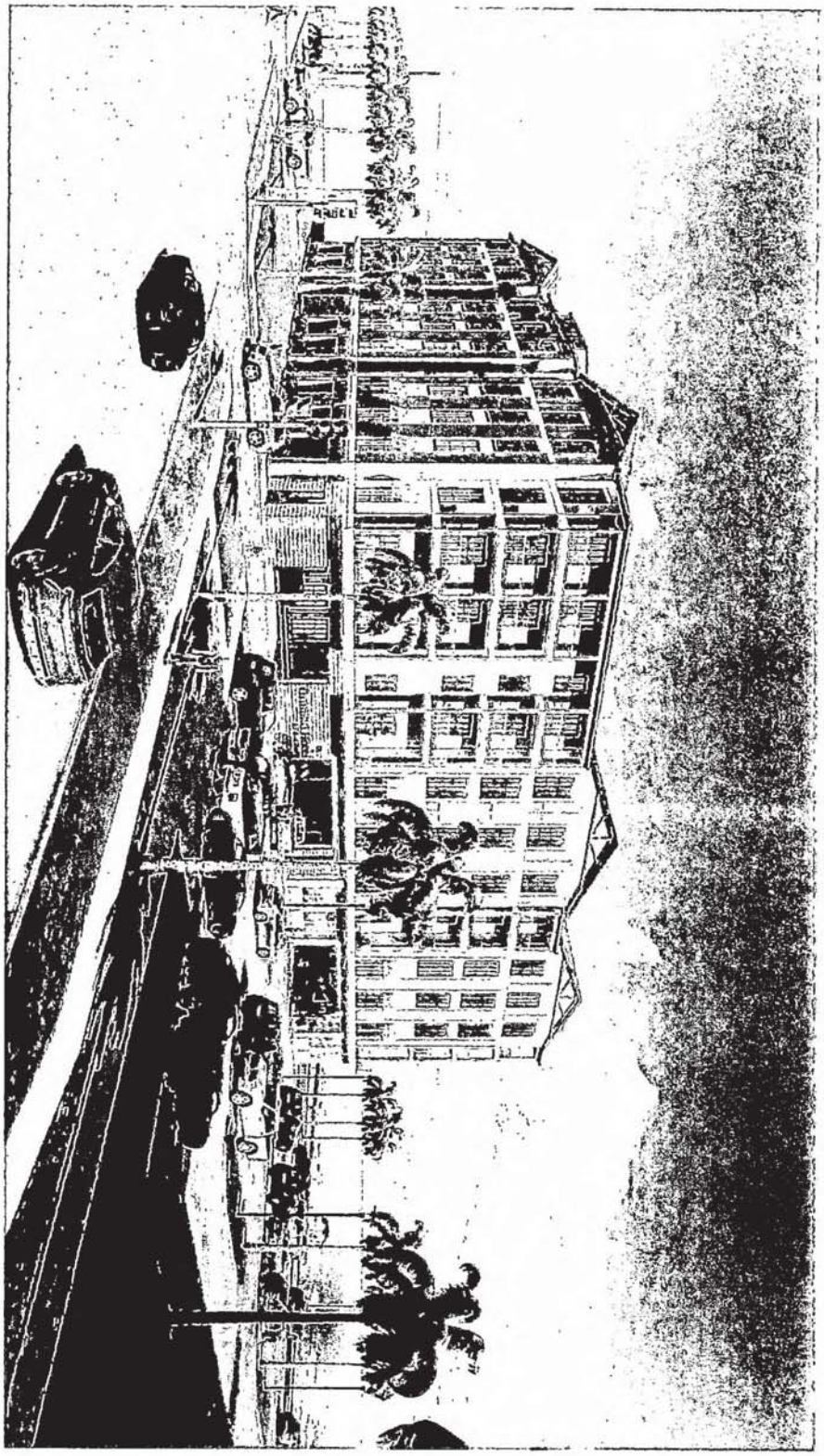
EXHIBIT "C"
Page 1 of 2

ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
6. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
7. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

8. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby approved.
9. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved with the condition that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
10. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
11. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
12. A bus shelter is required on the west side of South Atlantic Avenue.
13. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
14. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
15. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.

EXHIBIT "D"
Page 1 of 15



ATLANTIC AVENUE - PERSPECTIVE

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

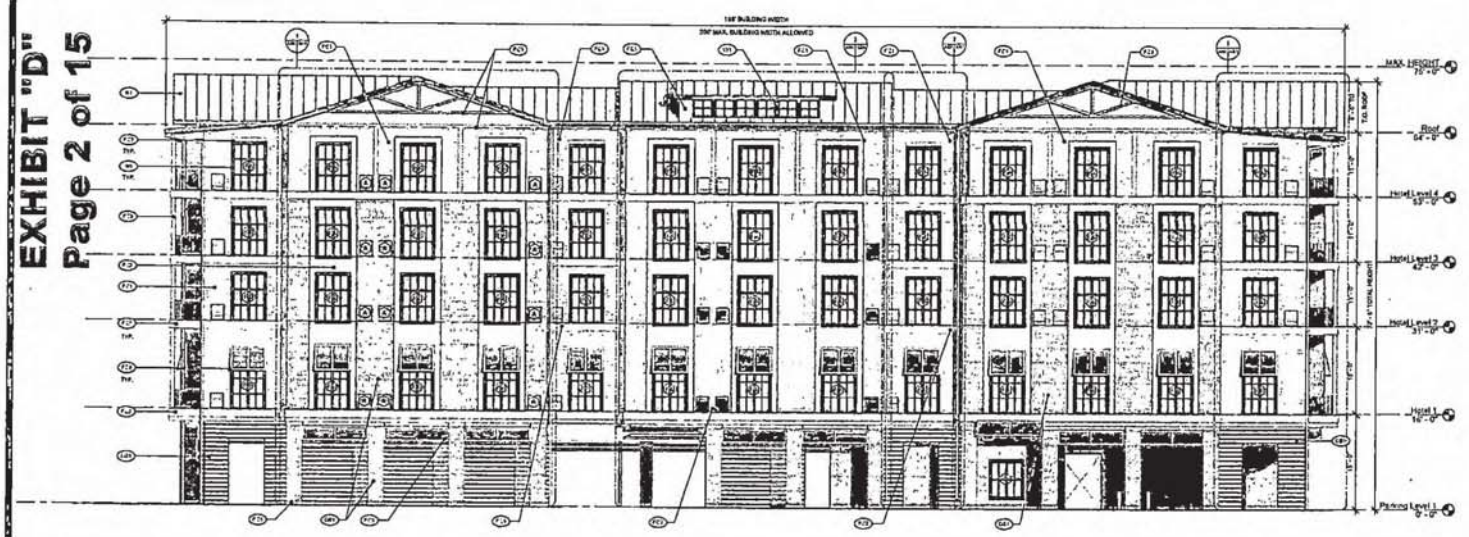
ORMOND BEACH
HOLDINGS, LLC

STUDIO Z
ARCHITECTURE

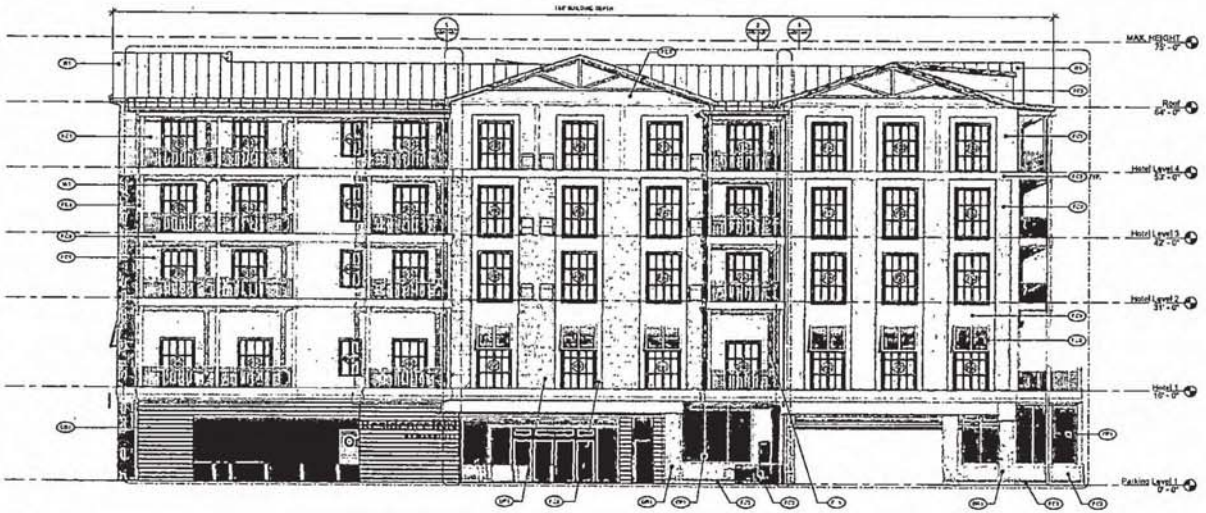
EXTERIOR
PERSPECTIVE

A901

EXHIBIT "D"
Page 2 of 15



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. PAINT/SEAL ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. FIBER CEMENT PANELS CONSIDERED SHALL BE INTEGRAL WITH THE FINISH AND NOT A PANEL OF HIGH
3. PAINT ALL ROOFTOP MOUNTED EQUIPMENT AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL.
4. ALL ROOFTOP EQUIPMENT IS MOUNTED TO BE SCREENED FROM GRADE AT ALL GRADE LEVELS.
5. SEE SHEET A601 FOR ADDITIONAL WINDOW SYSTEM/CURTAIN WALL INFORMATION.
6. PAINT VENT PIPING TO MATCH ADJACENT FACADE COLOR/FINISH.
7. ALL PVC OR ALUMINUM DOWNSPOUTS SHALL BE CONCEALED WITHIN WALL ASSEMBLIES.
8. ALL DOWNSPOUTS AND GUTTER FINISHES TO MATCH ADJACENT MATERIALS.
9. PROVIDE ALL MISCELLANEOUS FLASHING AT ANY DISSIMILAR CONDITIONS.

ELEVATION FINISH LEGEND

- FCP: FIBER CEMENT PANEL - MANOR PLANK SIDING
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: ARCTIC WHITE
- FCP: FIBER CEMENT PANEL - MANOR PLANK VERTICAL SIDING
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: BOOTHBAY BLUE
- FCT: FIBER CEMENT TRIM - NARROW TRIM BOARDS
  LOCATION: HORIZONTAL AND VERTICAL BANDING, ELEVATOR TRIM, AT SELECT WINDOW &
  QUESTROSA BALCONY COLUMNS
  FINISH: ARCTIC WHITE
- MT1: 24INCH x 12INCH BAL SHAKE MODULAR 7-PLY SHAKE
  LOCATION: IN SIGNAGE ELEVATION DETAILS, GABLE ENDS
  FINISH: THERMA-SHAKE BY ETERNA
- W-1: WOOD TRIM
  LOCATION: WALL TRIM AND WINDOW TRIM - ALL WINDOWS
  FINISH: TBD
- MS: STANDING SEAM METAL ROOF
  LOCATION: ALL ROOFS
- CB1: COMPOSITE BOARD
  LOCATION: GROUND LEVEL SCREENING ITEMS
  FINISH: SMOOTH WHITE
- ES: EXTERIOR SUNSCREEN: 5mm E-CRYSTAL GRAY EQUITONE

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 CUP IS ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO (NEOFORMOSA, SPANISH, FLORIDA CRACKER, BUNGALOW, NEO-ECLECTIC, TWO PROJECTS MAY BE DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 3 ALL ALLOWABLE BUILDING HEIGHT IS 75' ABOVE A AVERAGE GRADE PLANE OF SITE, 5 MIN 45' BUILDING HEIGHT IS APPROX. 72'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN, INCLUDED ELEMENTS ARE LISTED BELOW:
   a. MASSING: BUILDING MASSING IS SYMMETRICAL IN NATURE
   b. OPENINGS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1.5 FT (1.5 FT X 3 FT) OR 2:3. STANDARD WINDOW DIMENSIONS: 3' X 5', 4' X 6', WINDOWS ARE FRAMED WITH WOOD AS E RECEIVED
   c. ORDINANCE: ENTRANCES ARE DESIGNED IN THE STYLE OF EDWARD PINENES WITH DECORATIVE CEILINGS AS EXAMPLES
   d. ROOFS: ALL ROOFS ARE MEDIUM TO LOW SLOPED STANDING SEAM METAL GABLE STYLE ROOF & LOW SLOPED STANDING SEAM METAL PORCH ROOFS ARE INCORPORATED AS REQUIRED
   e. EXTERIOR MATERIALS: MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED FIBROUS CEMENT PANELS, ON ALL FACADES INCLUDING BRICK, BRICK COMPOSITE ELEMENTS NOT LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN, INCLUDED ELEMENTS ARE LISTED BELOW:
   a. WOODEN METAL ROOF AND MATERIALS ARE INCLUDED
   b. PLUMBED PAINTED COLORS (WHITE AND GRAY SPECIFICALLY) ARE PROVIDED
   c. PLUMBED PAINTED GABLE ROOFS ARE INCLUDED. MITE GABLE ROOF SLOPE 2:12 TO 5:12 CONFORM WITH ALLOWABLE BUILDING HEIGHT REQUIREMENTS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. REQUIRED EXPOSED TRUSS ENDS IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. PLUMBED SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL SCREEN WINDOWS ARE INCLUDED
   g. OPTIONAL 1.5in PATCHED PORCH ROOF GABLE INCLUDED
   h. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

STUDIO Z ARCHITECTURE
419 S. OCEAN STREET
SUITE 9
CHARLESTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

REVISIONS

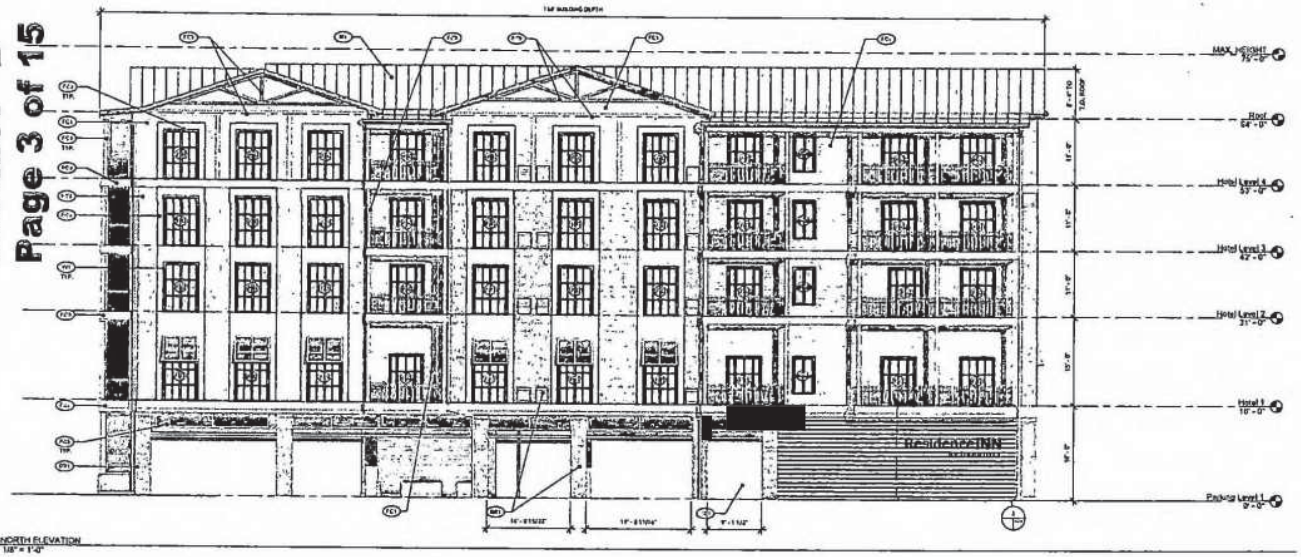
#	REVISION TITLE	DATE

SHEET INFO

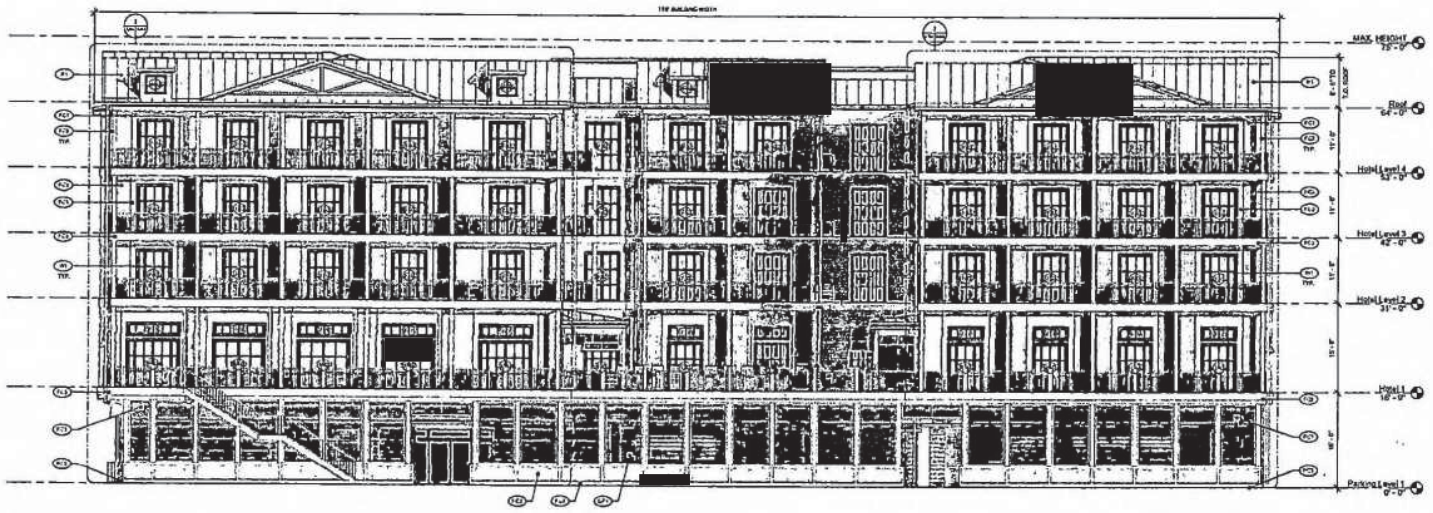
SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A301

EXHIBIT "D"
Page 3 of 15



1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. FIBER CEMENT PANEL COLORS SHALL BE INTEGRAL IN THE FINISH AND NOT A PAINTED FINISH
3. PAINT ALL ROOFTOP MOUNTED EQUIPMENT TO MATCH ADJACENT ROOF MATERIAL
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GRADE AT GRADE LEVEL
5. SEE SHEET A401 FOR ADDITIONAL WINDOW/STOREFRONT INFORMATION
6. PAINT STEEL LINTELS TO MATCH ADJACENT FACADE COLOR/FINISH
7. REFER TO FLORIDA BUILDING PRODUCT APPROVED FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISH & TO MATCH ADJACENT FASCIA
9. PROVIDE ALL NECESSARY BUILDING AT ANY SIGNAGE LOCATIONS

ELEVATION FINISH LEGEND

FC1: FIBER CEMENT PANEL - SMOOTH PLANK SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: ARCTIC WHITE

FC2: FIBER CEMENT PANEL - SMOOTH PLANK VERTICAL SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: RESTRAINT BLUE

FC3: FIBER CEMENT TRIM - SMOOTH TRIM BOARDS
LOCATION: HORIZONTAL AND VERTICAL BANDING, CORNER TRIM, AT SELECT WINDOWS, GUESTROOM BALCONY CEILINGS
FINISH: ARCTIC WHITE

BR1: BRICK - GENERAL SMALL MODULAR THIN BRICK
LOCATION: DESIGNATED EXTERIOR FACADES, GROUND LEVEL COLUMNS
FINISH: STANDARD CLAY RUNNING BOND

WT1: WOOD TRIM
LOCATION: MULLIONS AND WINDOW TRIM - ALL WINDOWS
PAINTED

R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS

CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SOFFITS AND CEILINGS
FINISH: SANDSTONE WHITE

GC: GUARDRAIL GUARDRAIL WITH CRYSTAL GRAY TEMPERED GLASS

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO AND THROUGHOUT THE PROJECT. PROJECT IS LOCATED IN ORMOND BEACH, SPANISH, FLORIDA CRACKER, MANSARD, MEDITERRANEAN, AND COLONIAL. THIS PROJECT IS A HOTEL BEING DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, MAX ALLOWABLE BUILDING HEIGHT IS 75' ABOVE AVERAGE GRADE PLANE OF NTE. CURRENT BUILDING HEIGHT IS APPROX. 72
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS (COMMON ELEMENTS) TO ADHERE TO WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. ROOFING: SHINGLING MASONRY IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE HORIZONTALLY SHEATHED AND PROPORTIONED WITH A RATIO OF 1.5 FT (L) TO 1 FT (W) OR GREATER. STANDARD WINDOW DIMENSIONS: 3' (W) X 5' (H) WINDOWS HAVE 3 PANELS WITH WOOD AS REQUIRED
   c. PORTICOES/ENTRANCES ARE DESIGNED IN THE STYLE OF ORMOND SPOKORES WITH DECORATIVE CEILINGS AS REQUIRED
   d. ROOFS: ALL ROOFS ARE HIGH-QUALITY SLOPED STANDING SEAM METAL GABLE STYLE ROOFS. LOW SLOPED STANDING SEAM METAL PORCH ROOFS ARE INCORPORATED AS REQUIRED
   e. SIDING: MATERIALS ARE TO BE HORIZONTAL OR VERTICAL BOARD AND BATTEN STYLE SIDING WITH CEMENT PANELS OR ALL FACADES INCLUDING BRICK SPACE CONFORMS LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS (COMMON ELEMENTS) TO ADHERE TO WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. REQUIRED METAL ROOFING MATERIALS ARE INCLUDED
   b. REQUIRED PASTEL COLORS (WHITE AND GRAY SPECIFICALLY) ARE INCLUDED
   c. REQUIRED PITCHED GABLE ROOFS ARE INCLUDED. NOTE: GABLE ROOF SLOPES ARE 5:12
   d. CONFORMS WITH ALLOWABLE BUILDING HEIGHT REQUIREMENTS STATED/SHOWN BY CITY OF ORMOND BEACH ZONING ORDINANCE
   e. REQUIRED EXPOSED TAILS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   f. REQUIRED SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   g. OPTIONAL GRID-LITE WINDOWS ARE INCLUDED
   h. OPTIONAL SCREENED PORCH ROOFS ARE INCLUDED
   i. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

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619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	
ISSUE DATE	

REVISIONS

#	REVISION TITLE	DATE

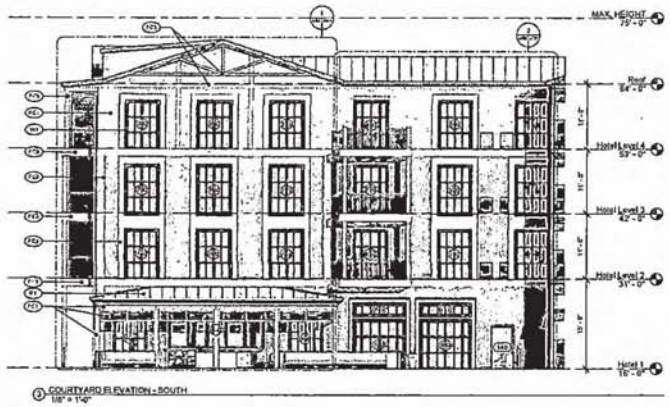
SHEET INFO

SCALE	
DRAWN BY	TS
CHECKED BY	AM

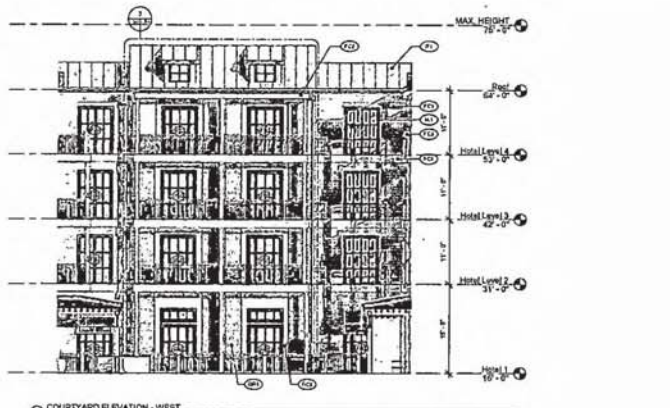
SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A302

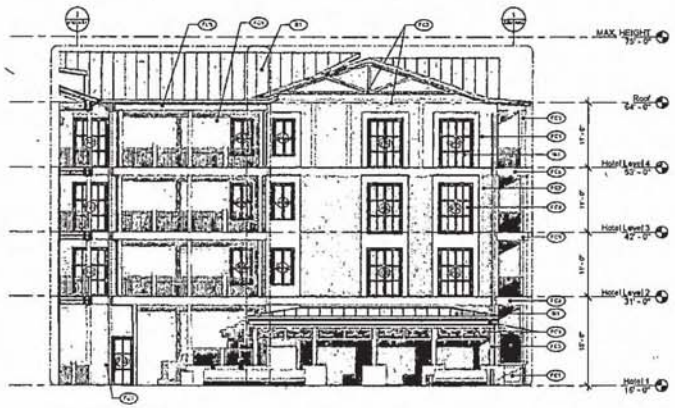
EXHIBIT "D"
Page 4 of 15



3 COURTYARD ELEVATION - SOUTH
1/8" = 1'-0"



1 COURTYARD ELEVATION - WEST
1/8" = 1'-0"



2 COURTYARD ELEVATION - NORTH
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANEL OR LAP SIDING SHALL BE INTEGRAL TO THE FINISH AND NOT APPLIED AFTER
3. PAINT ALL STRUCTURE MOUNTED DEVICES AND PIPING TO MATCH ADJACENT GROUP MATERIAL
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GRADE AT OTHER LEVELS
5. SEE SHEET A601 FOR ADDITIONAL WINDOW / STOREFRONT INFORMATION
6. PAINT VENT COVERS TO MATCH ADJACENT FACADE COLOR / FINISH
7. REFER TO FLORIDA BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISHES TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL NECESSARY BLOCKING AT ARC SHIELD LOCATIONS

ELEVATION FINISH LEGEND

FC1: FIBER CEMENT PANEL - PAINTED PLANK SIDING
LOCATION: AS DESIGNATED EXTERIOR FACADES
FINISH: ARCTIC WHITE

FC2: FIBER CEMENT PANEL - PAINTED PLANK VERTICAL SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: BIRTHDAY BLUE

FC3: FIBER CEMENT TRIM - PAINTED TRIM BOARDS
LOCATION: HORIZONTAL AND VERTICAL BANDING, SOLDIER COURSE, AT SELECT WINDOWS, SIDE STRIDGE BALCONY COLUMNS
FINISH: ARCTIC WHITE

BR1: BRICK - GENERAL RUNNING BOND FULL THICKNESS
LOCATION: DESIGNATED EXTERIOR FACADES, GROUND LEVEL COLUMNS
FINISH: THROWING BRICK OR EQUAL

WD: WOOD TRIM
LOCATION: RAILINGS AND WINDOW TRIM - ACE WINDOWS
FINISH: TBD

R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS

CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SOFFIT AT TYPES
FINISH: SMOOTH WHITE

G1: GUARDIAN SUNGUARD SNX 51 CRYSTAL GRAY COATING

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO. NOTE: SPANISH AS "SPANISH, FLORIDA CRACKER, BARMUDA, AND ECLECTIC. THIS PROJECT HAS BEEN DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, MAX. ALLOWABLE BUILDING HEIGHT IS 75' ABOVE AVERAGE GRADE PLANE OF SITE. CURRENT BUILDING HEIGHT IS APPROX. 75'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS CONSISTENT ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. INCLUDED ELEMENTS ARE LISTED BELOW:
   a. MASSING: BUILDING MASSING IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1.5 FT W. x 3 FT H. AS REQUIRED. STANDARD WINDOW DIMENSIONS: 3' W X 5' H. WINDOWS ARE FRAMED WITH 6-INCH AS REQUIRED
   c. ENTRANCES: ENTRANCES ARE DESIGNED IN THE STYLE OF COVERED PORCHES WITH DECORATIVE COLUMNS AS REQUIRED
   d. ROOFS: ALL ROOFS ARE AUGMENTED HIPPED STANDING SEAM METAL GABLE STYLE ROOFS 12/4+ SLOPES STANDING SEAM METAL PORCH ROOFS ARE INCORPORATED AS REQUIRED
   e. EXTERIOR MATERIALS: MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED PREDOMINANTLY PAINTED. IN ALL FACADES INCLUDING WINDOWS, BRICK COMPRISES LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE # COASTAL BLUE, WHITE, AND GRAY
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF FLORIDA CRACKER ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. R1: STANDING METAL ROOF AND MATERIALS ARE INCLUDED
   b. R2: DOUBLE PITCH (1/8 DRY) WHITE AND GRAY DRY OFFICIALS IS ARE INCLUDED
   c. R2: SIMPLE PITCH 8 GABLE ROOFS ARE INCLUDED. NOTE: GABLE ROOF SLOPES ARE 10 DEGREES IN ALLOWABLE BUILDING HEIGHT AS ALLOWED BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. R2: SIMPLE EXPOSED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. R2: SIMPLE SAMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL DORMER WINDOWS ARE INCLUDED
   g. OPTIONAL LOW PITCH 3 PORCH ROOFS ARE INCLUDED
   h. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

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ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	ISSUE DATE
PER SPT	[illegible]

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

SITE PROJECT #	21065
DRAWN BY	CS
CHECKED BY	JW

SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A303

EXHIBIT "D"
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ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
SANITARY SEWER SERVICE TO BE 6" PVC (SDR 26), WATER MAINS TO BE PVC, DR-18, C-900.
CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY:
[illegible]
TELEPHONE, ELECTRIC AND ALL UTILITIES TO BE UNDERGROUND.
MINIMUM [illegible] COVER REQUIRED ON ALL WATER MAINS. MARK COVER 42".
STOP SIGNS, STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO THE ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "DIAMOND GRADE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12', ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (DENOTING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON REMOVING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT.
IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3268

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION FOR NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKED LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "C", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

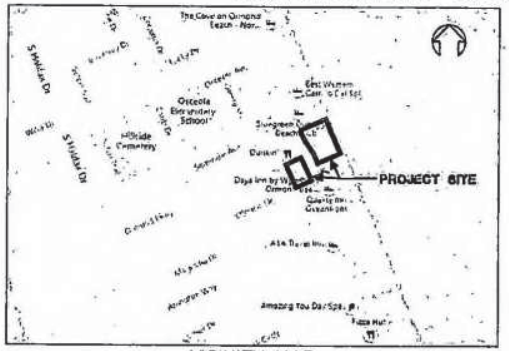
THE NORTH 100 FEET OF THE SOUTH 366 FEET OF LOT 16-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 5, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 10 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 6, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 222.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 183.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79030-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S23°57'04"E, A DISTANCE OF 184.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°27'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'39"W, A DISTANCE OF 314.00 FEET TO THE POINT OF BEGINNING.

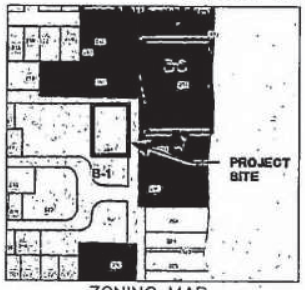
CONTAINING: 33006.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.



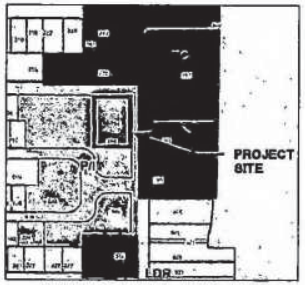
VICINITY MAP



FLOOD MAP
FEMA INSURANCE RATE MAP NUMBER 12127C0215K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)



ZONING MAP
B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP
TC – TOURIST COMMERCIAL
P/I – PUBLIC / INSTITUTIONAL

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
9950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
9950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
3 CENTURY DRIVE, SUITE 340
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0776
EMAIL: JoshHoward@wk.com

SURVEYOR:
DEMERSKY
BILL DONLEY, PSM
132 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9828 FAX:(407) [redacted]
EMAIL: bdonley@demerskyorg.com

LAND USE ATTORNEY:
DEBB COLE
ROBERT MERRILL
148 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
(386) 255-8171 FAX: (386) 255-2032
EMAIL: rob.merrill@colecole.com
JESSICA DOW
EMAIL: jessica.dow@colecole.com

SITE DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #52845, L.A. #1563
KEVIN LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION #3810
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-4891 FAX (386) 677-2114
E-MAIL: bfm@parkermynchenberg.com
E-MAIL: kleet@parkermynchenberg.com

ARCHITECT:
STUDIO 2 ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28202
(850) 320-0544
www.studio2-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, MCP
1400 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: bfm@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, PUBLIC SIDEWALK AND ADA BEACH ACCESS, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION
PROJECT NAME: ORMOND BEACH HOLDINGS, LLC
PARCEL NUMBERS: EAST SITE: 4214-18-07-0010
WEST SITE: 4214-18-06-0010
EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL
PROPOSED ZONING: BPD
STREET ADDRESS/LOCATION: EAST SITE – 251 SOUTH ATLANTIC AVENUE
WEST SITE – 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE – FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):
EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):
EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....712 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:
BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:
EAST PROPERTY
PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 ~ 165 SPACES

PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....108 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 170 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
51-66	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
67-67	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM [illegible] WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
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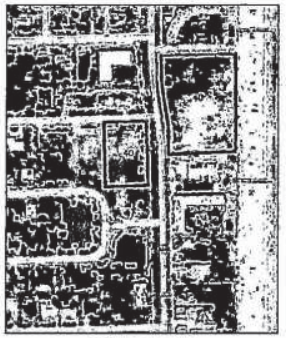
PARKER MYNCHENBERG P.E. #52845 R.L.A. #0001553
STEVE BUSSELL P.E. #53405 R.L.A. #6666701
KEVIN A. LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

NO.	DATE	DESCRIPTION
		REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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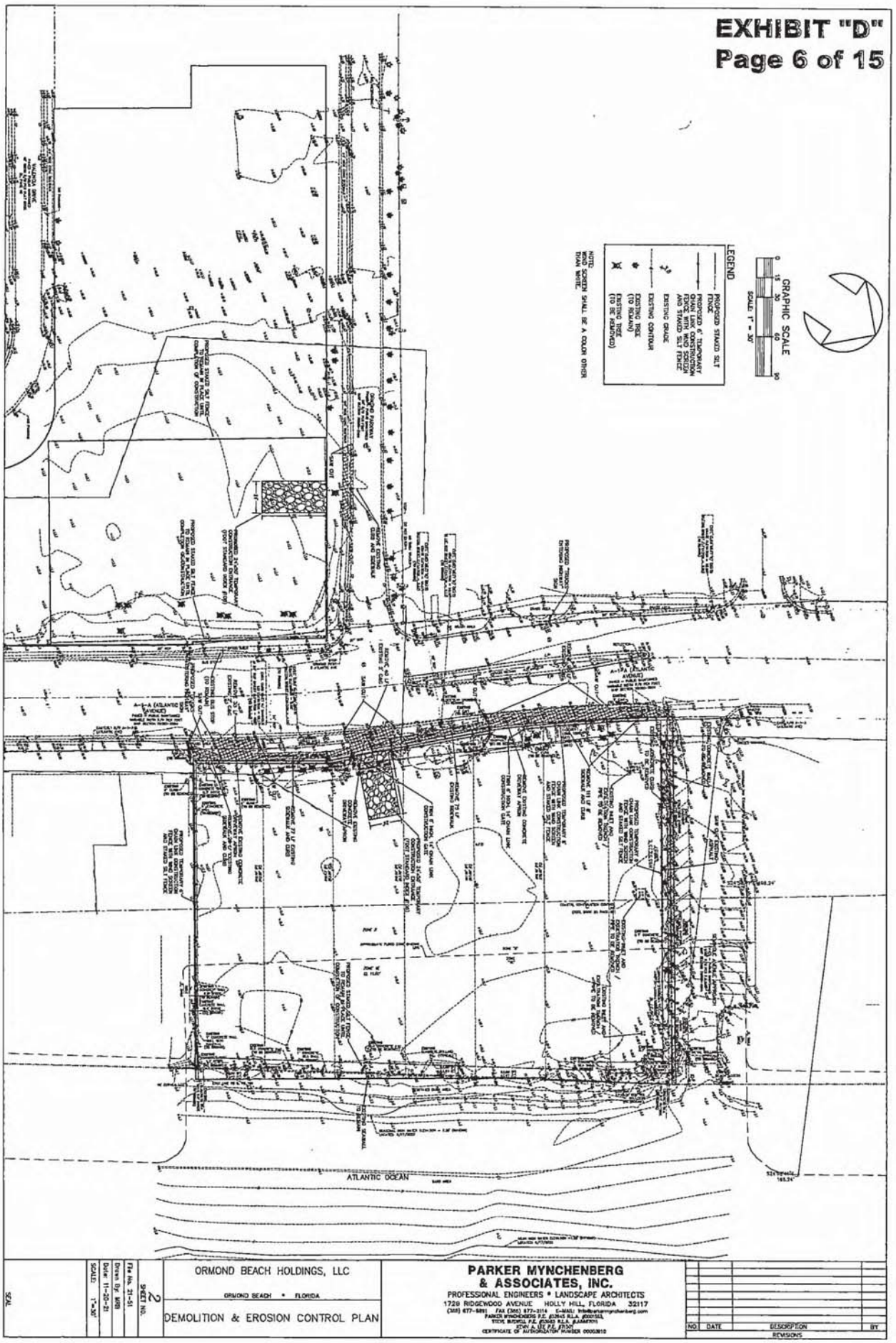
PARKER MYNCHENBERG P.E. #52845 R.L.A. #1563
KEVIN LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
COVER SHEET

SHEET NO. 1
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

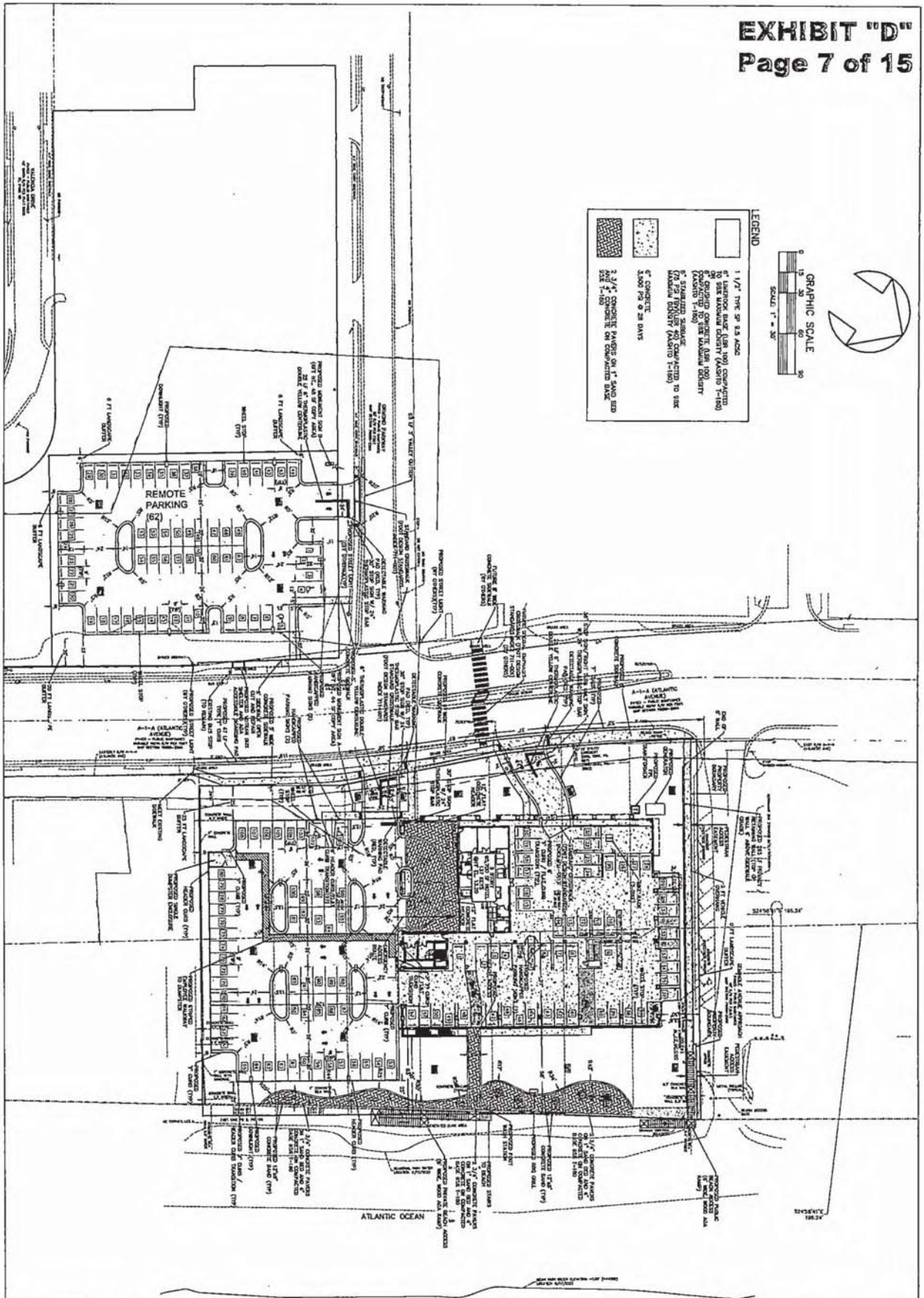
SEAL

EXHIBIT "D"
Page 6 of 15



SCALE: 1"=30'	ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.	NO. DATE DESCRIPTION BY
Date: 11-30-21	ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS	REVISIONS
Drawn By: MRB	DEMOLITION & EROSION CONTROL PLAN	1720 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117	
File No. 21-51		(386) 677-6891 FAX (386) 672-2114 E-MAIL:	
SHEET NO. 2		PARKER MYNCHENBERG P.E. #39945 R.L.A. #0001555	
		STEVE BISHOP, P.E. #73401 R.L.A. #AA26001701	
		JOHN A. LEE P.E. #75341	
		CERTIFICATE OF AUTHORIZATION NUMBER 00003810	

EXHIBIT "D"
Page 7 of 15



ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.
ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
SITE PLAN	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
SHEET NO. 3	(386) 677-6291 FAX (386) 677-2154
File No. 21-51	
Drawn By: MRB	
Date: 11-20-21	
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NO.	DATE	DESCRIPTION	BY
		REVISIONS	

SEAL

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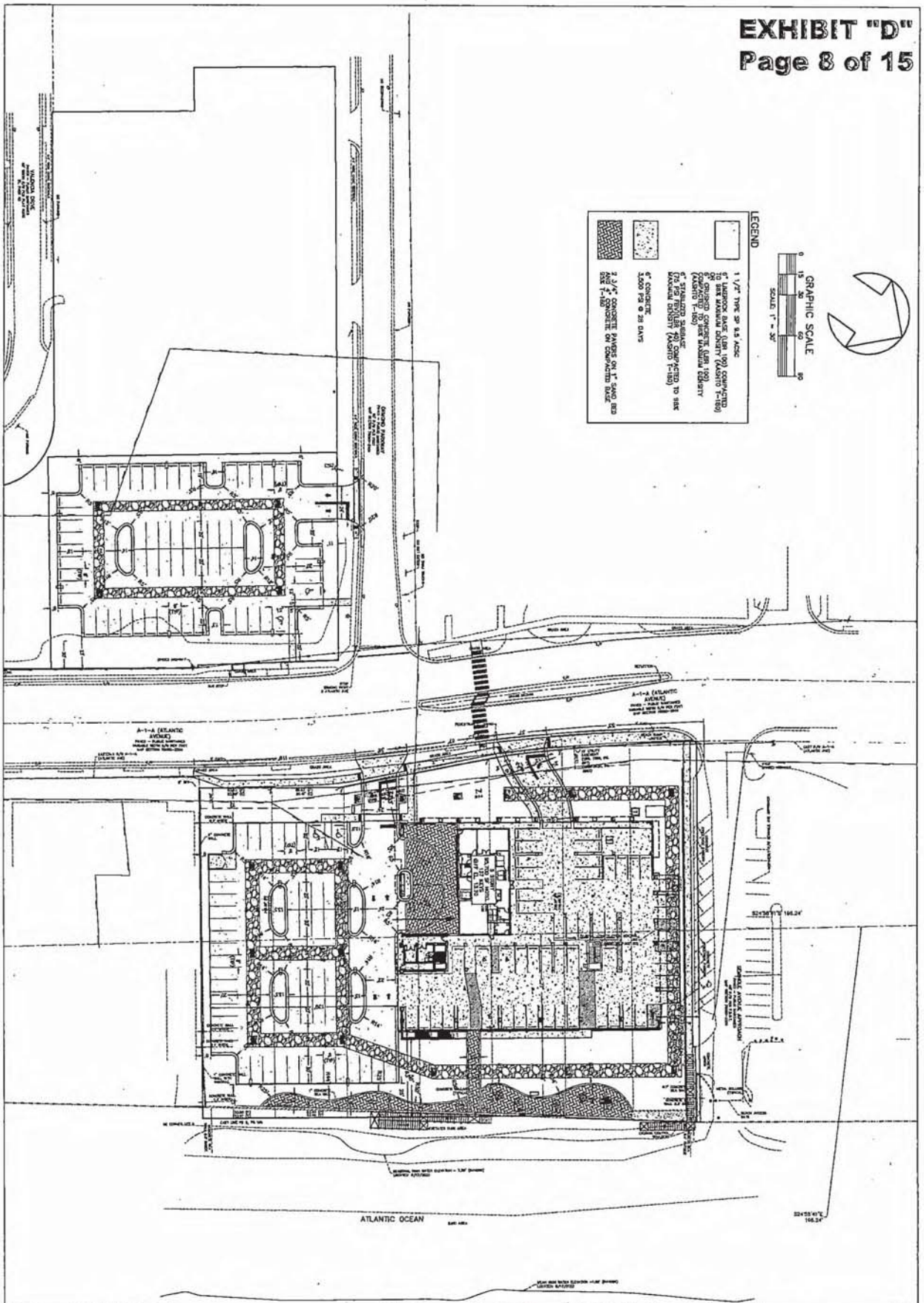
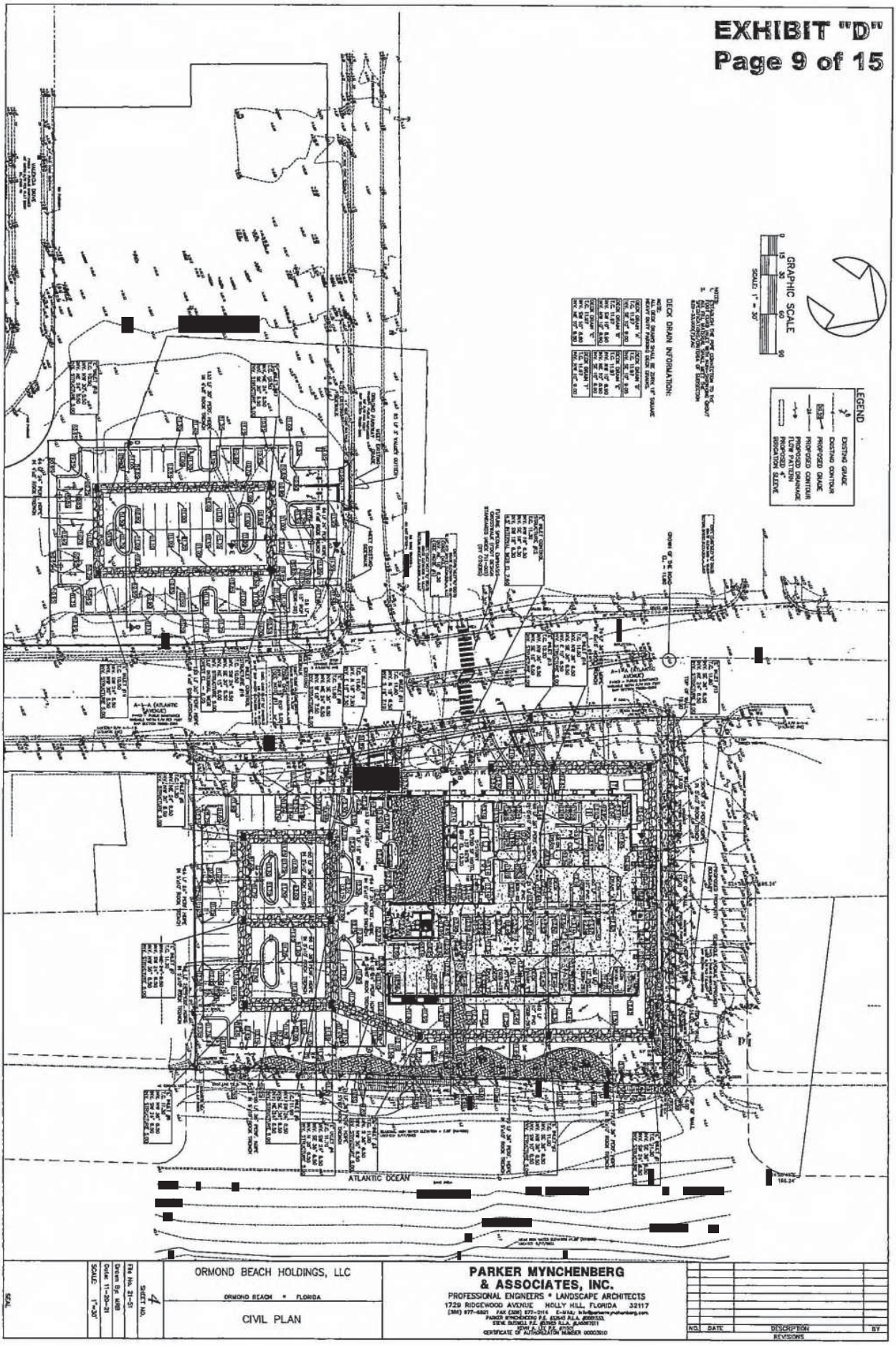


ORMOND BEACH HOLDINGS, LLC ORMOND BEACH • FLORIDA DIMENSION PLAN	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1725 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6256 FAX (386) 677-3114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #53545 R.L.A. #0001553 STEVE BATNELL P.E. #58870 R.L.A. #AA26001 STEVE A. LOY P.E. #70326 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY REVISIONS	SHEET NO. 1 File No. 21-51 Drawn By: MRB Date: 11-03-21 SCALE: 1"=30'

EXHIBIT "D"
Page 9 of 15



ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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(386) 677-6821 FAX (386) 677-0114
CERTIFICATE OF AUTHORIZATION NUMBER 00003010

SCALE: 1"=30'
Date: 11-30-21
File No. 21-01
SHEET NO. 4

NO. | DATE | DESCRIPTION | BY
REVISIONS

EXHIBIT "D"
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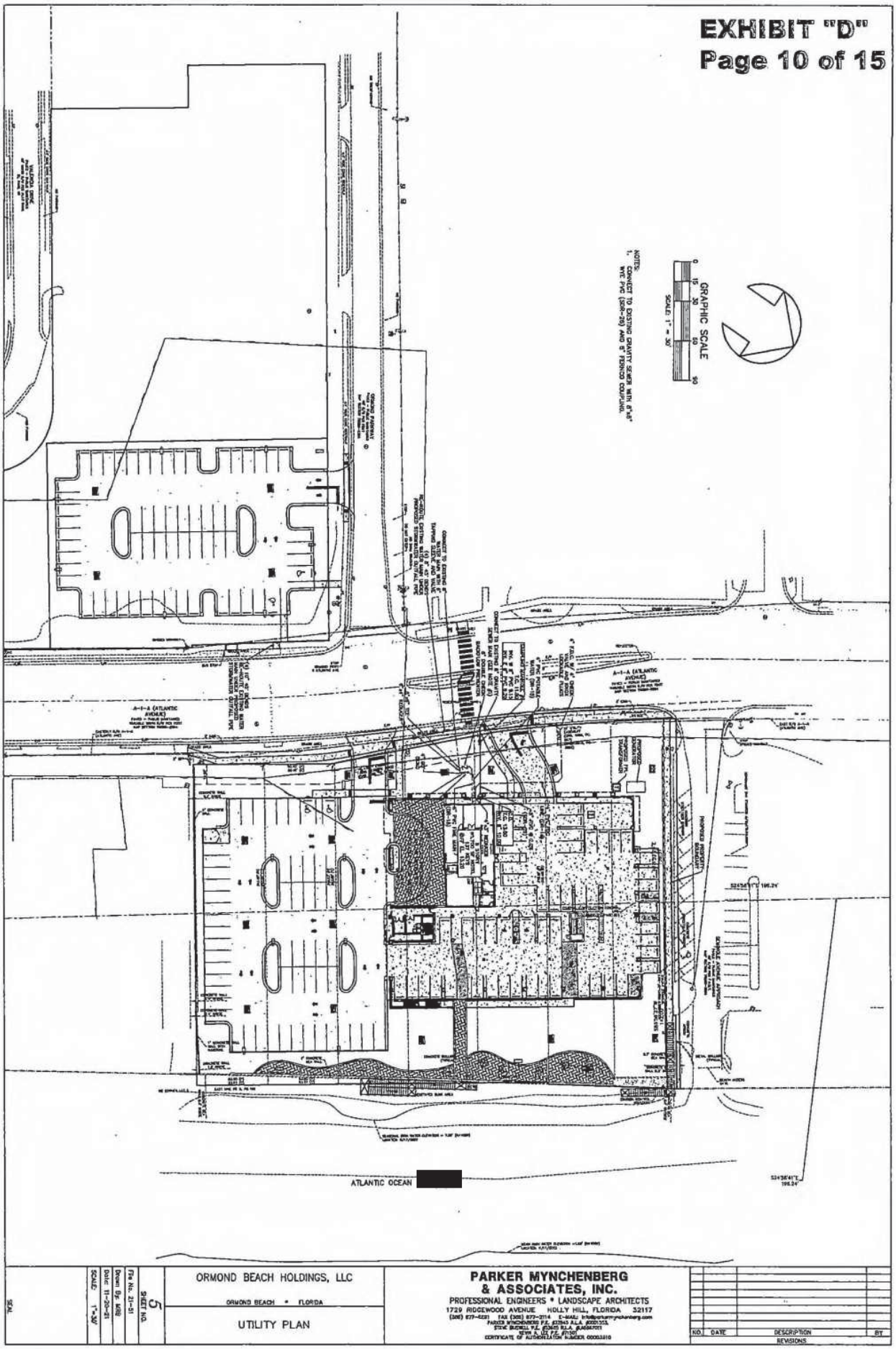


ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
UTILITY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

SCALE: 1"=30'
Date: 11-20-21
Drawn By: MRB
File No. 21-31
SHEET NO. 5

NO. | DATE | DESCRIPTION | BY
REVISIONS

EXHIBIT "D"

LANDSCAPE CALCULATIONS (EAST SITE)

TREES REQUIRED
SITE AREA = 85,410 SF
85,410 SF X (1 TREE/1,500 SF) = 63.6 (64) TREES
LANDSCAPE AREA =37,086 SF
37,086 SF X (1 TREE/400 SF) = 84.2 (84) TREES
TREES PROVIDED = 126 TREES

[redacted] BUFFER (20 FT) – [redacted] 308 FT
TREES REQUIRED:
308 FT X 4 TREES/100 FT = 12.32 (12) TREES
SHRUBS REQUIRED:
308 FT X 40 SHRUBS/100 FT = 123.2 (123) SHRUBS
GROUND COVER REQUIRED:
308 FT X 40 GROUND COVER/100 FT = 123.2 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 123 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER

[redacted] AVE. BUFFER (10 FT) – LENGTH 256 FT
TREES REQUIRED:
256 FT X 3 TREES/100 FT = 7.68 (7) TREES
SHRUBS REQUIRED:
256 FT X 30 SHRUBS/100 FT = 76.8 (77) SHRUBS
GROUND COVER REQUIRED:
256 FT X 30 GROUND COVER/100 FT = 76.8 (77) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER

EAST BUFFER (5 FT) – LENGTH 356 FT
TREES REQUIRED:
356 FT X 2 TREES/100 FT = 7.12 (7) TREES
SHRUBS REQUIRED:
356 FT X 20 SHRUBS/100 FT = 71.2 (71) SHRUBS
GROUND COVER REQUIRED:
356 FT X 20 GROUND COVER/100 FT = 71.2 (71) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 66 SHRUBS
GROUND COVER = 114 GROUND COVER

SOUTH BUFFER (5 FT) – LENGTH 218 FT
TREES REQUIRED:
218 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
218 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
218 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 4 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER

PLANT LIST (WEST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HO	316	HELIANTHUS DEBILIS	BEACH [redacted]	1 GAL., 24" O.C.
	NP	137	[redacted] PATENS	FIREBUSH	3 GAL., 3' O.C.
⊕	ZP	63	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C.
⊙	VS	156	WALKERIA SUSPENSUM	SANDHANDRA WALKERIAN	3 GAL., 36" O.C. 24" HT., MIN.
⊛	SA	80	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 36" O.C. 24" HT., MIN.
○	PM	8	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SP	67	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR HEIGHT
	LL	8	[redacted] JAPONICUM	LIGUSTRUM TREE	10' HT. 3 TRUNK MINIMUM 6" COMBINED CAL.
SOD			ST. AUGUSTINE SOD		

PLANT LIST (EAST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HO	900	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 20" O.C.
	NP	334	[redacted] PATENS	FIREBUSH	3 GAL., 3' O.C.
⊕	ZP	231	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C.
⊙	VS	160	WALKERIA SUSPENSUM	[redacted] WALKERIAN	7 GAL., 36" O.C. 24" HT., MIN.
⊛	SA	136	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 36" O.C. 24" HT., MIN.
○	PM	17	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
⊙	SD	62	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 36" O.C. 2'-3' HT.
	SP	114	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR HEIGHT
	LL	8	LIGUSTRUM JAPONICUM	[redacted] TREE	10' HT. 3 TRUNK MINIMUM 6" COMBINED CAL.
	PD	4	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	10' C.T.
SOD			ST. AUGUSTINE SOD		

LANDSCAPE CALCULATIONS (WEST SITE)

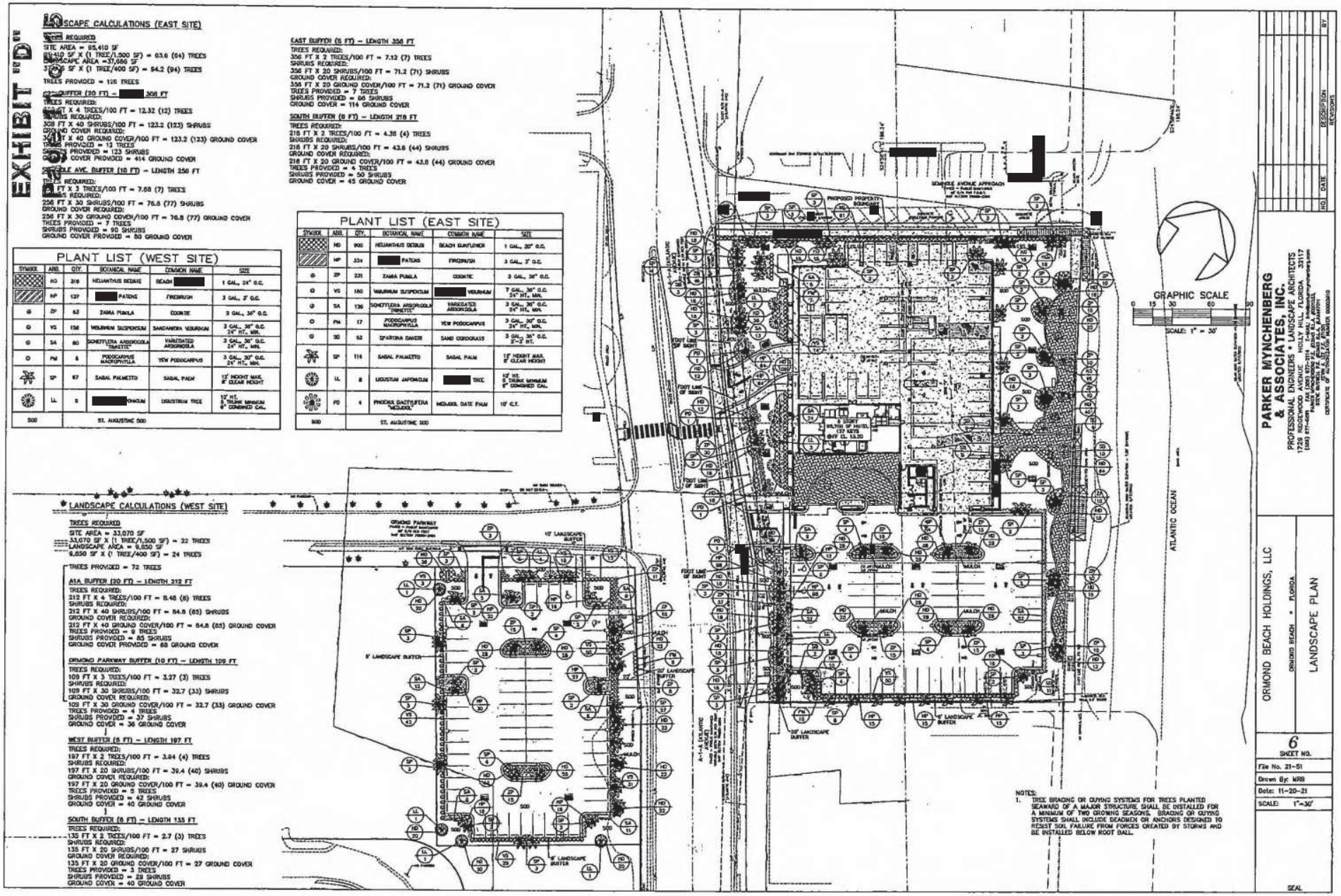
TREES REQUIRED
SITE AREA = 33,070 SF
33,070 SF X (1 TREE/1,500 SF) = 22 TREES
LANDSCAPE AREA = 9,850 SF
9,850 SF X (1 TREE/400 SF) = 24 TREES
TREES PROVIDED = 72 TREES

A1A BUFFER (20 FT) – LENGTH 212 FT
TREES REQUIRED:
212 FT X 4 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER

ORMOND PARKWAY BUFFER (10 FT) – LENGTH 109 FT
TREES REQUIRED:
109 FT X 3 TREES/100 FT = 3.27 (3) TREES
SHRUBS REQUIRED:
109 FT X 30 SHRUBS/100 FT = 32.7 (33) SHRUBS
GROUND COVER REQUIRED:
109 FT X 30 GROUND COVER/100 FT = 32.7 (33) GROUND COVER
TREES PROVIDED = 4 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER

WEST BUFFER (5 FT) – LENGTH 197 FT
TREES REQUIRED:
197 FT X 2 TREES/100 FT = 3.94 (4) TREES
SHRUBS REQUIRED:
197 FT X 20 SHRUBS/100 FT = 39.4 (40) SHRUBS
GROUND COVER REQUIRED:
197 FT X 20 GROUND COVER/100 FT = 39.4 (40) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 42 SHRUBS
GROUND COVER = 40 GROUND COVER

SOUTH BUFFER (5 FT) – LENGTH 135 FT
TREES REQUIRED:
135 FT X 2 TREES/100 FT = 2.7 (3) TREES
SHRUBS REQUIRED:
135 FT X 20 SHRUBS/100 FT = 27 SHRUBS
GROUND COVER REQUIRED:
135 FT X 20 GROUND COVER/100 FT = 27 GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 28 SHRUBS
GROUND COVER = 40 GROUND COVER



NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.

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CERTIFICATE OF AUTHORIZATION NUMBER 00003810

NO	DATE	DESCRIPTION	BY
		REVISIONS	

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

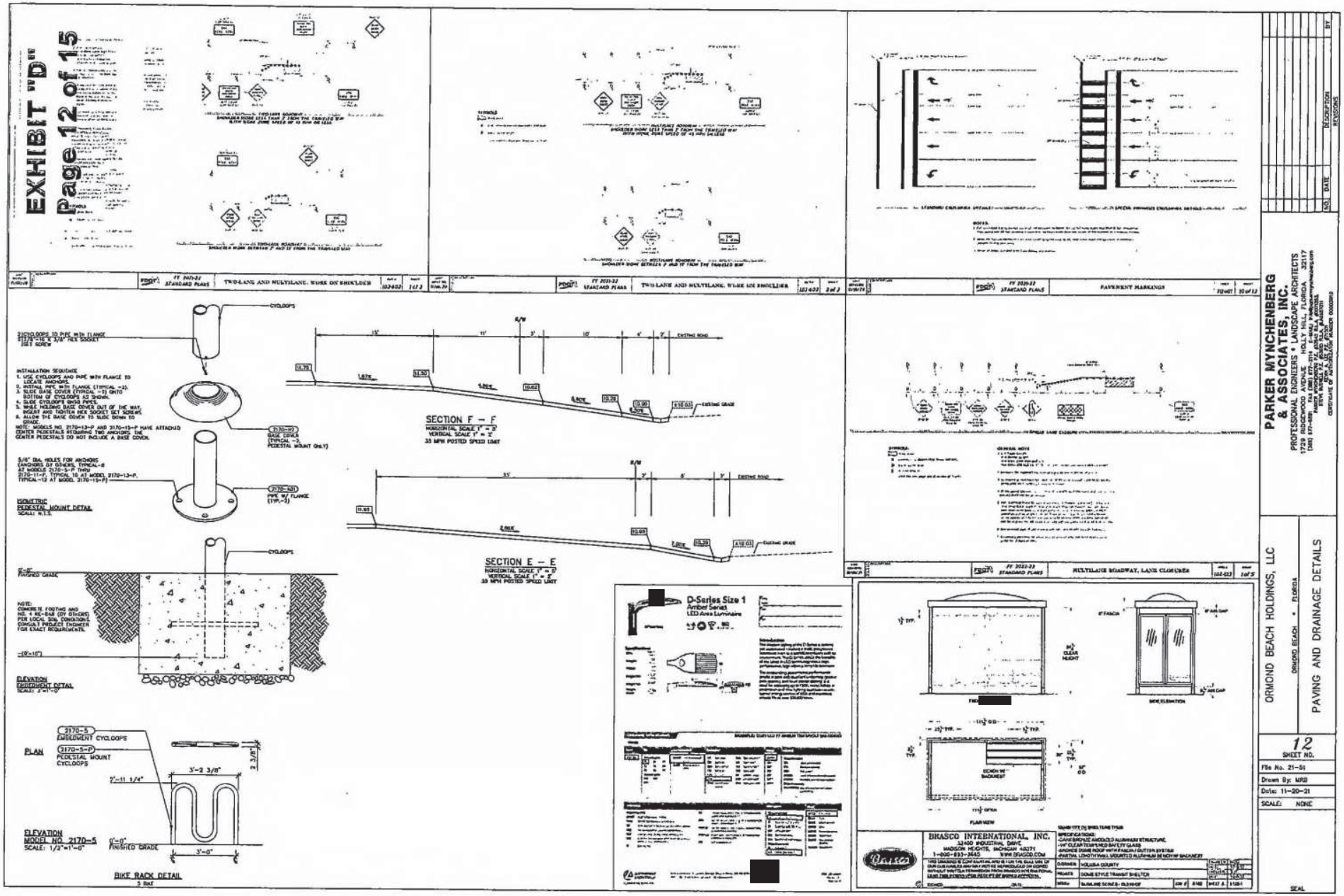
LANDSCAPE PLAN

6
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

EXHIBIT "D"
Page 12 of 15



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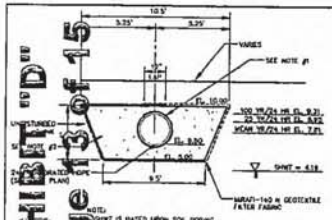
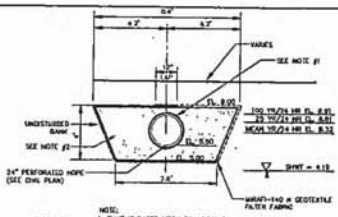


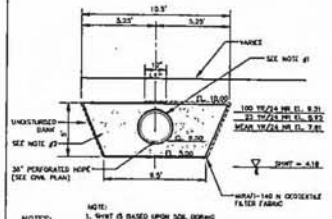
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 24"



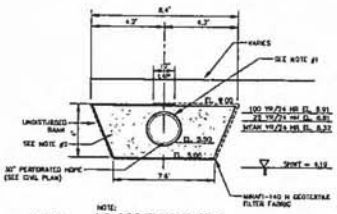
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 24"



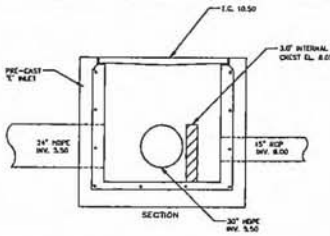
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 36"

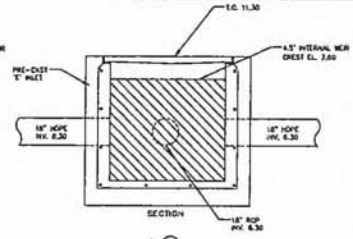


NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

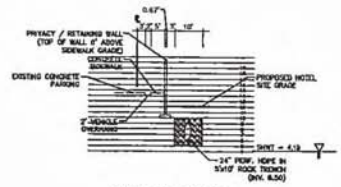
4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 30"



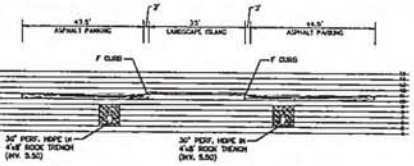
'E' INLET CONTROL STRUCTURE #16



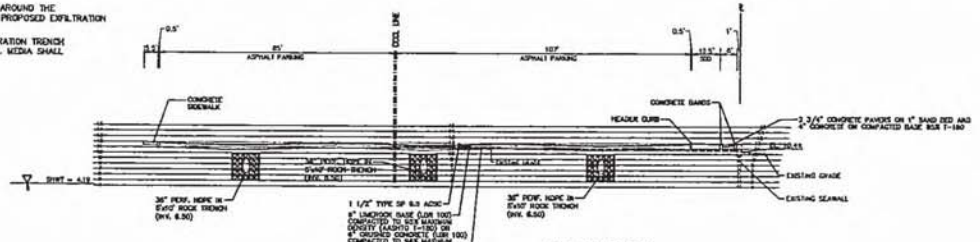
'E' INLET CONTROL STRUCTURE #12



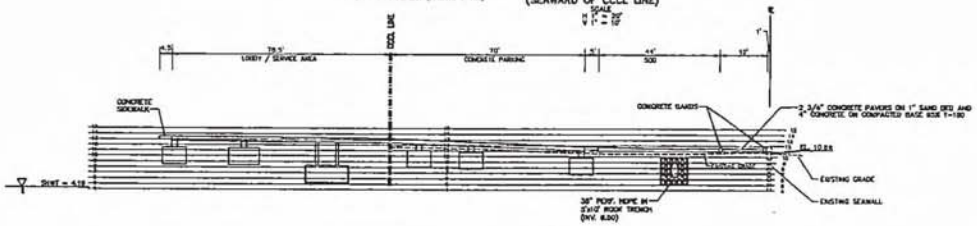
SECTION 'C'-'C'



SECTION 'D'-'D'



SECTION 'A'-'A'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)



SECTION 'B'-'B'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)

CUT AND FILL SEAWARD OF THE CCCL

PROPOSED CUT:
5'x10' ROCK TRENCH = 50 SF X 835 LF X (1 CY/27 FT³) = 1,175 CY
SITE GRADING = 0 CY
TOTAL CUT = 1,175 CY

PROPOSED FILL:
SITE GRADING = 1,175 CY

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 00000670
STEVE BUTKOVICH, P.E. #56181 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION FLORIDA 00000670

NO.	DATE	DESCRIPTION	BY

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

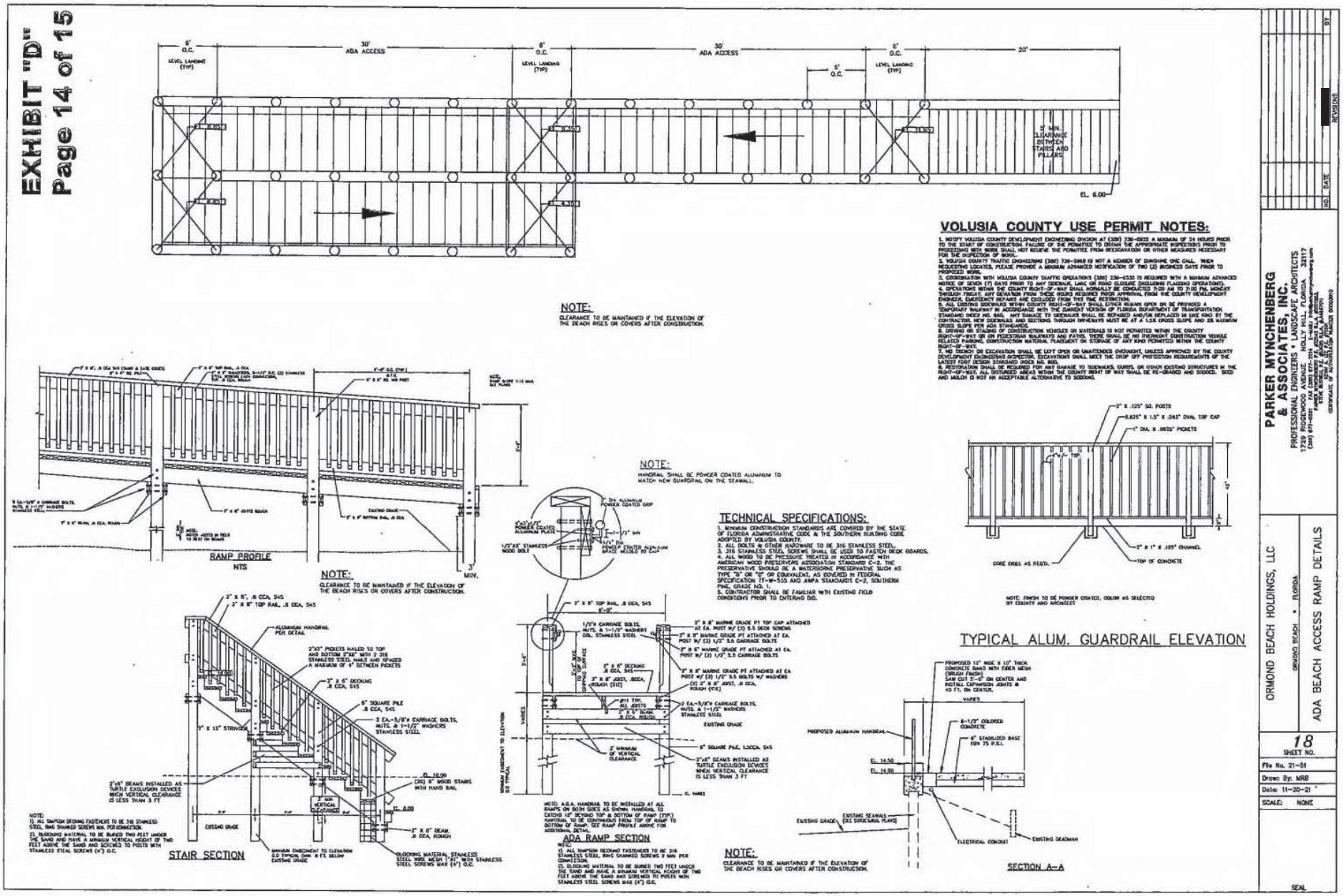
PAVING AND DRAINAGE DETAILS

13
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL

EXHIBIT "D"
Page 14 of 15



VOLUSIA COUNTY USE PERMIT NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5925 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM RECEIVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 236-5535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 660.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

TECHNICAL SPECIFICATIONS:

1. MINIMUM CONSTRUCTION STANDARDS ARE COVERED BY THE STATE OF FLORIDA ADMINISTRATIVE CODE & THE SOUTHERN BUILDING CODE ADOPTED BY VOLUSIA COUNTY.
2. ALL BOLTS & OTHER HARDWARE TO BE 316 STAINLESS STEEL.
3. 316 STAINLESS STEEL SCREWS SHALL BE USED TO FASTEN DECK BOARDS.
4. ALL WOOD TO BE PRESSURE TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATERBORNE PRESERVATIVE SUCH AS TYPE "B" OR "C" OR EQUIVALENT, AS COVERED IN FEDERAL SPECIFICATION TT-W-535 AND AWPA STANDARDS C-2, SOUTHERN PINE, GRADE NO. 1.
5. CONTRACTOR SHALL BE FAMILIAR WITH EXISTING FIELD CONDITIONS PRIOR TO ENTERING BID.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE • HOLLY HILL, FLORIDA 32117
(386) 677-6551 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. ROSALY R.L.A. #000768
STEVE BUCKELL P.E. #0060 R.L.A. #AA00001
KEITH A. LEE P.E. #0060
CERTIFICATE OF AUTHORIZATION NUMBER 00000910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

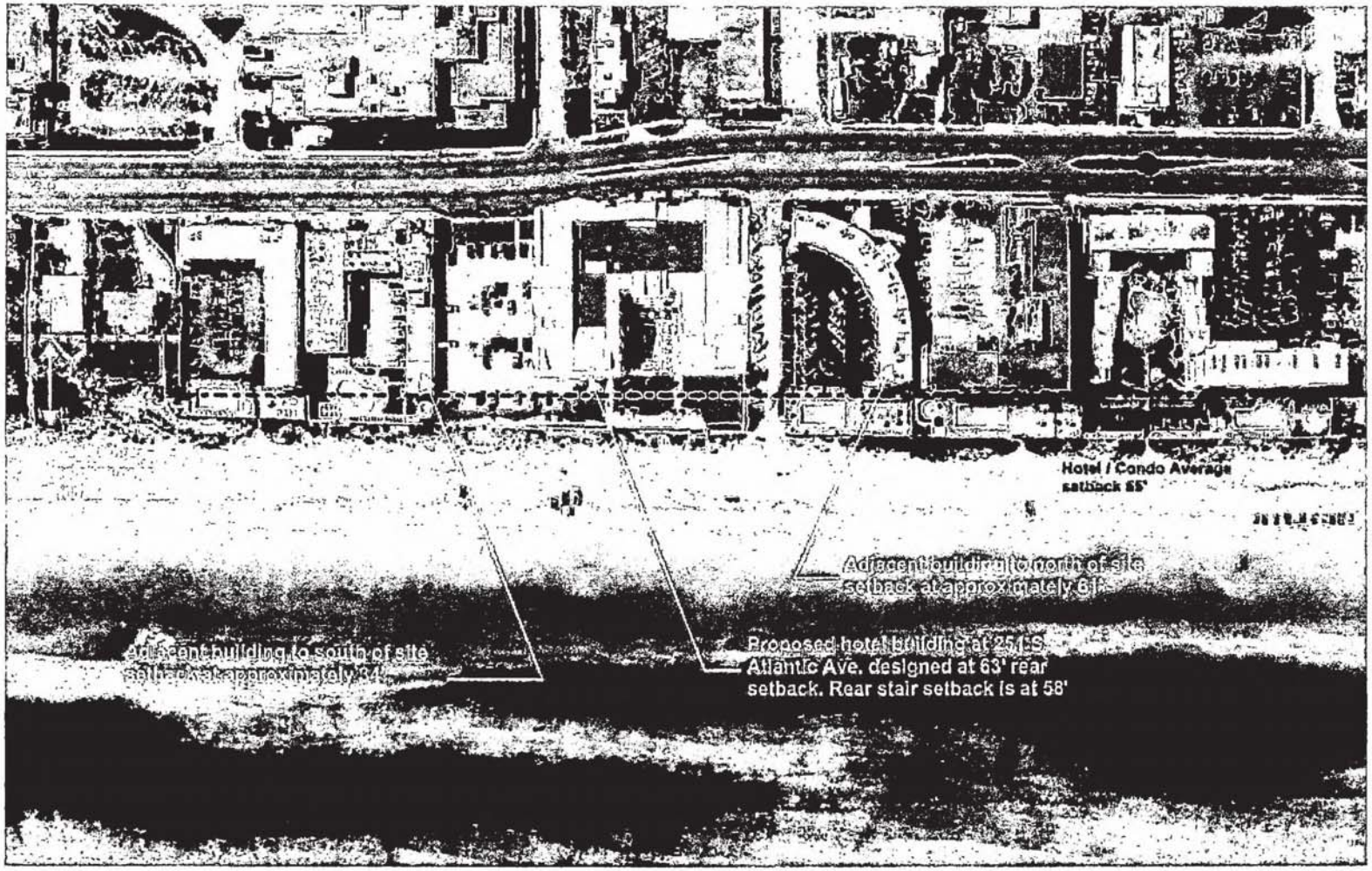
ADA BEACH ACCESS RAMP DETAILS

18
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL

EXHIBIT "D"
Page 15 of 15



STUDIO Z ARCHITECTURE

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

SHEET TITLE
AERIAL SITE RENDERING

DRAWING NUMBER
A900

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2023-05 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 25 day of January, 2023.



Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

ATTACHMENT 4

Applicant submitted information

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

COBB COLE
Attorneys at Law
Since 1925

Daytona Beach • DeLand
149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171 | CobbCole.Com

Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III
Alanna V. Smith

OF COUNSEL
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

February 27, 2024

VIA ELECTRONIC MAIL
Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Ormond Beach Holdings, LLC
Planned Business District Amendment – Ormond Marriott
251 S. Atlantic Avenue, Ormond Beach, FL

Dear Steven:

Cobb Cole has the pleasure of representing Ormond Beach Holdings, LLC ("Owner/Applicant") with respect to an Amendment to an approved Planned Commercial Development District on their property located along Atlantic Avenue, generally southeast and southwest of the intersection of Atlantic Avenue and Seminole Avenue. The Applicant intends to amend the Planned Commercial Development District to clarify the development program for the site by removing a proposed sidewalk/beach access improvement that was illustrated to become part of the adjacent County beach approach.

As you may recall, initial conversations with Volusia County occurred, and they were receptive to the proposed improvement, which was then included on our PBD Plans. However, at the time of the zoning review, the parties did not discuss ownership and maintenance responsibility of the beach approach. Since the initial approval, the County has determined that they are unwilling to accept ownership and maintenance of the proposed improvement – as a result of these discussions, we have removed it in the proposed PBD Amendment Plan.

If you have any questions regarding this request, please don't hesitate to contact me.

Sincerely,

Robert A. Merrell III
Direct Dial (386) 323-9226
Email Rob.Merrell@CobbCole.com
Fax (386) 323-9206

Memorandum

COBB COLE since 1925
Daytona Beach • DeLand

Post Office Box 2491
Daytona Beach, Florida 32115-2491
(386) 255-8171
CobbCole.com

To: Steven Spraker, Planning Director, City of Ormond Beach

From: Deborah D. LaCroix, CLA

Date: February 21, 2024

Client/Matter #: Ormond Marriott Planned Business District Amendment

Subject: Neighborhood Meeting Summary – February 19, 2024

A neighborhood meeting was held at the Ormond Beach Regional Library at 30 S. Beach Street, Ormond Beach, FL on February 19, 2024 at 6:00 p.m.

Rob Merrell, Adam Plous, Kevin Lee and Debi LaCroix were in attendance to explain the request. Several interested citizens attended the meeting. See the attached sign-in sheet.

Mr. Merrell gave an overview of the Amendment request which includes the removal of a sidewalk and improvements on the existing Seminole beach approach.

Mr. Plous reported that the hotel will be a Residence Inn by Marriott and consist of 137 rooms, and a satellite parking lot. The subdivision consists of 15 residential lots. Mr. Plous reported that the infrastructure should be complete within 4-6 months. He also reported that they are close to closing the construction loan for the hotel.

One interested citizen asked about the retention ponds and had concerns regarding flooding. Mr. Lee reported that the current impervious conditions will be improved by dry retention and will contribute to less flow leaving the property. Mr. Merrell suggested the public contact the City Engineer to confirm that our project will make the current situation better.

Todd Phillips and Angela Little requested a copy of the email from the County indicating their unwillingness to maintain the proposed public improvements. tphillips@wasteprousa.com and Angela4L@msn.com are the email addresses. Ms. LaCroix sent the emails to them on February 21, 2024.

I have included the list of property owners to whom we sent the Invitation to Neighborhood Meeting, a copy of the Invitation, and photos of the signs we posted on the property.

We look forward to this item being scheduled for the Planning Board and the City Commission at their next available meetings.

Thanks.

Deb.

Debi LaCroix

Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

From: Russ Brown <rbrown@volusia.org>
Sent: Monday, October 16, 2023 2:06 PM
To: Rob Merrell <rob.merrell@cobbcole.com>
Cc: Jessica Gow <jessica.gow@cobbcole.com>; Suzanne Konchan <SKonchan@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Rob – Thanks for the email. The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Rob Merrell <rob.merrell@cobbcole.com>
Sent: Monday, October 16, 2023 1:53 PM
To: Russ Brown <rbrown@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>
Cc: Jessica Gow <jessica.gow@cobbcole.com>
Subject: Fwd: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ and Suzanne, you have us in a bit of a spot between a rock and a hard place here. My clients are not comfortable deeding the land for public access to the county but then having to maintain it and worry about the liability. We're happy to give you the property to supplement the existing beach approach but I don't think it's fair to require us take on that additional responsibility. We need to get this worked out because if we have to change our plans in this regard, we will have to go back and get city commission approval.

Thanks, Rob

COBB COLE Attorneys at Law Since 1925

Rob Merrell
Florida Bar No. 726974
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9263 | (F) 386-944-7955
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Tuesday, October 3, 2023 2:31:43 PM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – The county is willing to accept fee simple for the proposed public access but not maintenance responsibilities for it. That would remain with the developer. Thanks.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Thursday, September 28, 2023 4:01 PM
To: Russ Brown <rbrown@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ/Steven,
I hope all is well! I think that the project team discussed the dedication extent and easement over the sidewalk with the County early on (March 2022), but I cannot find anywhere where underlying maintenance was discussed during those meetings, so there may have just been a difference in interpretation by each side of who would maintain.

The current design of the site includes the sidewalks outside of a perimeter fence, which would make maintenance by the property owner difficult. Is the County open to maintaining the beach ramp that connects to the beach access and down to the beach? The hotel has a private beach access, so the proposed ramp is solely for benefit by the public.

COBB COLE Attorneys at Law Since 1925

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Friday, September 15, 2023 2:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Jessica Gow <jessica.gow@cobbcole.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Steven – Thank you for the email.

Generally, in projects of this nature, the county normally does not take fee ownership and accept maintenance responsibility. We will accept an easement for public access with maintenance responsibilities remaining the responsibility of the underlying fee owner which is what was conveyed in this situation to the property owner. Additionally, in these situations, we've seen the developer dedicate public access to the local municipality as well.

Let me know if you would like to discuss further. Thanks again.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Friday, September 15, 2023 11:39 AM
To: Russ Brown <rbrown@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>
Cc: 'klee@parkermynchenberg.com' <klee@parkermynchenberg.com>; 'Jessica Gow' <jessica.gow@cobbcole.com>; 'pkmynch@gmail.com' <pkmynch@gmail.com>; 'adam@contenderdevelopment.com' <adam@contenderdevelopment.com>
Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Good morning,

There was a virtual meeting on March 24, 2022 regarding a sidewalk and beach access ramp to the south of the Seminole Avenue Beach Approach for the property at 251 South Atlantic Avenue. Ormond Beach was processing a Planned Business Development application for the property at 251 South Atlantic Avenue as a hotel redevelopment. One public benefit sought was an improvement for pedestrians to access the beach through a dedicated walkway along Seminole Avenue. My understanding of the March 22, 2022 virtual meeting with County staff, city staff and the project team for the hotel development was the developer was to construct the walkway and beach access ramp and Volusia County would accept a deed for ownership and maintenance. On this understanding, a development order was approved requiring the development to make the improvements and deed the land to Volusia County.

My understanding from the e-mail below is that Volusia County does not desire to have the maintenance responsibility on the improvement that was planned to be deeded as part of the Volusia County right-of-way. Before city staff starts the process of releasing the development from the obligation of making the improvement to improve beach access for pedestrians, Planning staff is seeking confirmation that Volusia County will not accept the deed for the land area or the maintenance of the access improvement as shown on the Ormond Beach approved site plan and development order.

Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Thursday, August 31, 2023 8:38 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: OrmondMarriott <Ormondmarriott@cobbcole.com>
Subject: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,

Per our previous discussion, the County does not want to own and maintain the public beach access improvements that were proposed with the Ormond Hotel proposed at 251 S Atlantic Ave. The project approval included a new public sidewalk and an ADA beach ramp for the Seminole Ave beach approach, that would be dedicated to the County.

See email below from the County indicating that they do not want any maintenance responsibility of these improvements. The hotel project has a separate beach access ramp proposed for their guests and does not require this sidewalk or access ramp, they were proposed as a public benefit.

Please advise if we can remove the sidewalk and public access ramp from our project scope?

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

PARKER
MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

------ Forwarded Message ------
From "Jessica Gow" <jessica.gow@cobbcole.com>
To "Klee" <klee@parkermynchenberg.com>
Date 8/22/2023 11:36:03 PM
Subject FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Kevin,
See email from Russ below on the County maintenance item… do we need a letter?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Russ Brown <rbrown@volusia.org>
Sent: Friday, August 18, 2023 9:37 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>; Jacquelin Kane <JKane@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Mark McClain <MMcClain@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>
Subject: RE: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – Yes. The county will have no maintenance responsibility. Thanks.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Friday, August 18, 2023 9:33 AM
To: Russ Brown <rbrown@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Mark McClain <MMcClain@volusia.org>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

County team,
A follow up question on scope of the public access easement for this site – there will be a sidewalk but also the ADA wooden ramp to the beach – is the County's thought that these would be privately maintained in their entirety?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Friday, August 18, 2023 9:28 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Phillips, Mike <mphillips@dewberry.com>; dhettinger@dewberry.com
Subject: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica,

See attached.

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

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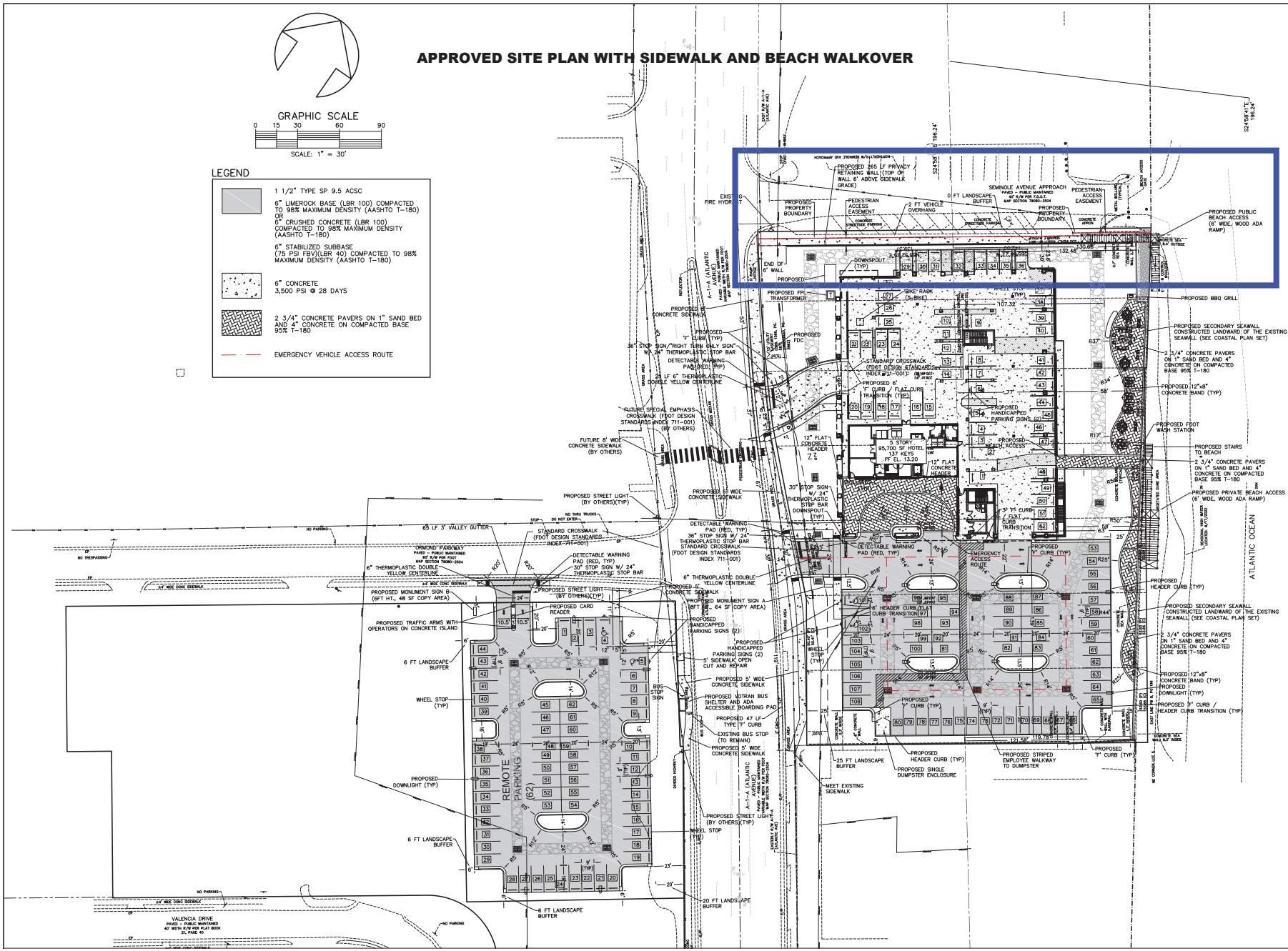
APPROVED
Site Plan Review Committee
PZ-22-018(B) (Site plan & PBD)

APPROVED SITE PLAN WITH SIDEWALK AND BEACH WALKOVER



NO.	DATE	DESCRIPTION	BY
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

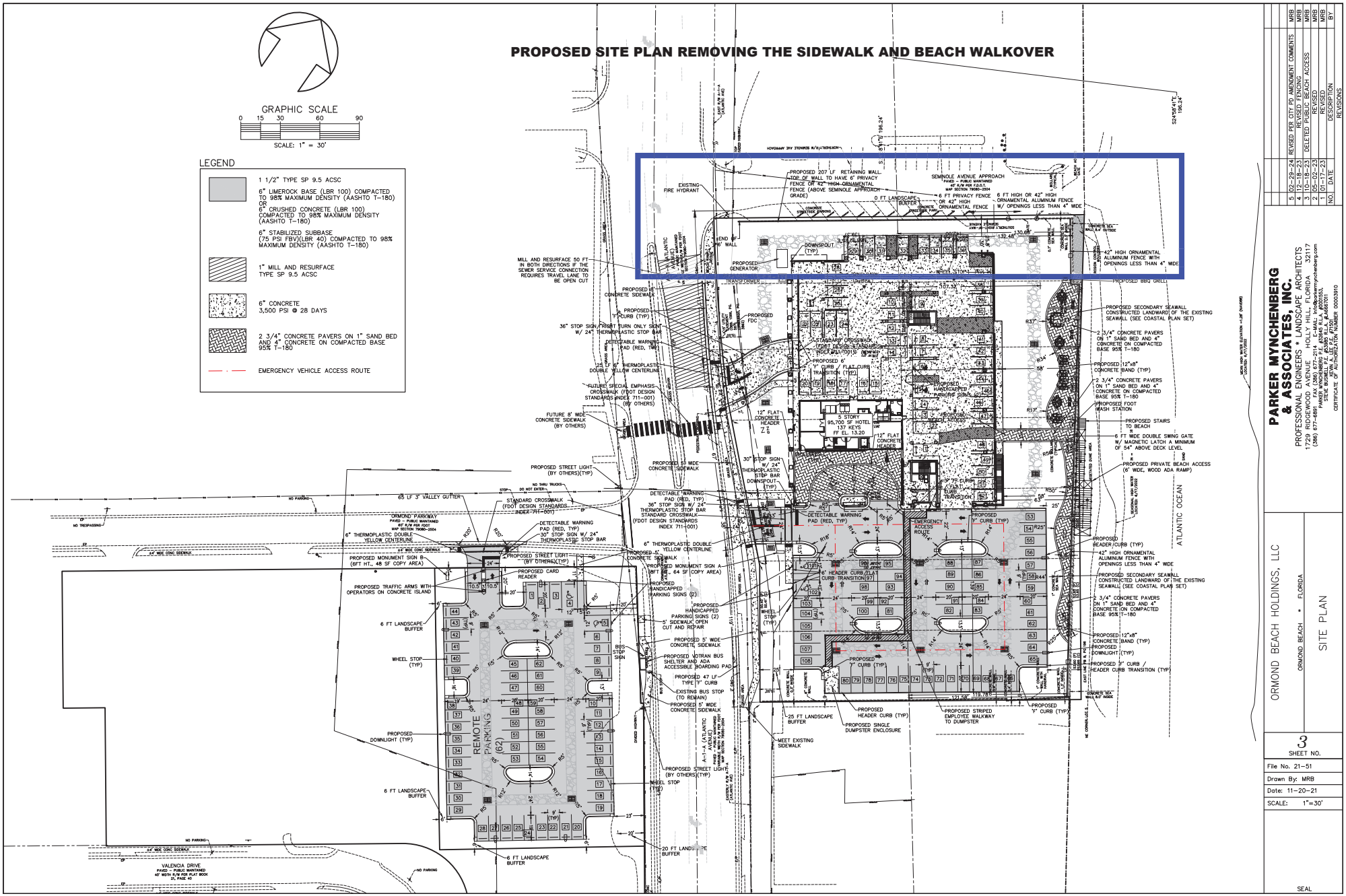
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BISHELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #75501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.05.22 14:19:57 -04'00'
SEAL



NO.	DATE	DESCRIPTION	BY
REVISIONS			
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #56653
STEVE BIGNELL P.E. #56653 R.L.A. #6667011
JEFFREY A. ANGELETTA, P.E. #70826
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
2) SANITARY SERVICE TO BE 6" PVC (SDR 26). WATER MAINS TO BE PVC, DR-18, C-900.
3) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY DEWBERRY.
5) TELEPHONE, ELECTRIC AND ALL UTILIES TO BE UNDERGROUND.
6) MINIMUM 32" COVER REQUIRED ON ALL WATER MAINS. MAX. COVER 42".
7) STOP/STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
8) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
9) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12', ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (GOVERNING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT.
IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3269

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION PER NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKING LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

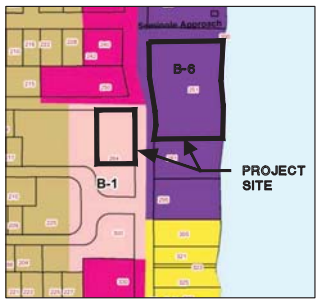
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

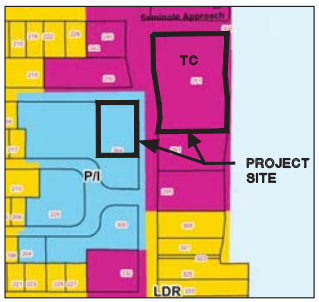


VICINITY MAP



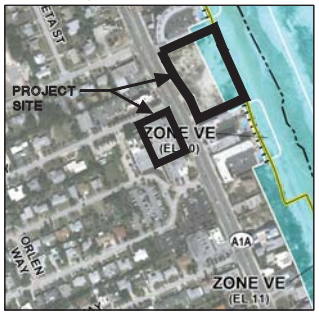
ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC – TOURIST COMMERCIAL
P/I – PUBLIC / INSTITUTIONAL



FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 236-0776
EMAIL: joshhoward@evn.com

SURVEYOR:
DEWBERRY
BILL DONLEY, PSM
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9806 FAX:(407) 648-9104
EMAIL: bdonley@dewberry.com

LAND USE ATTORNEY:
COBB COLE
ROBERT MERREL
149 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrel@cobbcole.com
JESSICA GOW
EMAIL: jessica.gow@cobbcole.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645, L.A. #1553
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #3910
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E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO Z ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0544
www.studio-z-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE – 251 SOUTH ATLANTIC AVENUE
WEST SITE – 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE – FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY

PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:

EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S6	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
S5-S7	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

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STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

Digitally signed by Kevin Lee
Date: 2024.02.29 15:40:29 -05'00'

SEAL

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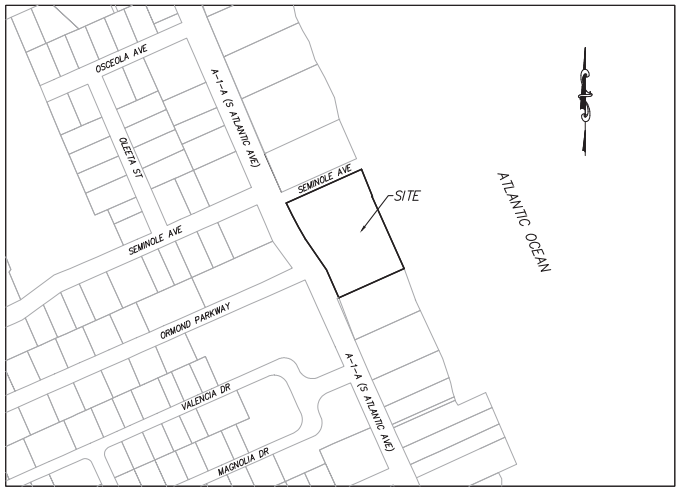
PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
-OF-
251 SOUTH ATLANTIC AVENUE

SCHEDULE B2 EXCEPTIONS:

1. STANDARD EXCEPTIONS 1–5. NOT RELATED TO SURVEY.
5. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS CONTAINED ON THE PLAT OF RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY RECORDED IN PLAT BOOK 8, PAGE 196. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH RECORDED IN MAP BOOK 3, PAGE 108. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
7. RIGHT OF REVERTER RESERVED BY FLORIDA POWER AND LIGHT COMPANY CONTAINED IN THAT CERTAIN QUIT CLAIM DEED TO THE STATE OF FLORIDA RECORDED MAY 10, 1972, IN OFFICIAL RECORDS BOOK 1421, PAGE 100. (AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE).
8. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED APRIL 3, 1973, IN OFFICIAL RECORDS BOOK 1566, PAGE 587, PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2011 IN OFFICIAL RECORDS BOOK 6620, PAGE 3862. (AFFECTS SUBJECT PROPERTY – PLOTTED)
9. RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ABUTTING THE SUBJECT PROPERTY AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY LINE SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA. (AFFECT SUBJECT PROPERTY – LANDS LYING BEACHSIDE OF THE SEA WALL)
10. NOT WITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE AGAINST RIGHTS OF THE STATE OF FLORIDA BASED ON THE DOCTRINE OF THE STATE'S SOVEREIGN OWNERSHIP OF LANDS LYING BELOW THE MEAN HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. (AFFECTS LANDS LYING BEACHSIDE OF THE SEAWALL)
11. ANY LAND DESCRIBED IN SCHEDULE A WHICH IS ARTIFICIALLY FILLED LAND IN WHAT WAS FORMERLY NAVIGABLE WATERS, IS SUBJECT TO THE RIGHTS OF THE UNITED STATES GOVERNMENT, ARISING BY SAID GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS INVOLVING NAVIGATION AND COMMERCE. (DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY)
12. COASTAL CONSTRUCTION SETBACK/CONTROL LINE AS RECORDED AND FILED FROM TIME TO TIME IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND IF THE SUBJECT PROPERTY ABUTS THE MEAN HIGHWATER LINE OF THE GULF OF MEXICO, ATLANTIC OCEAN, OR THE STRAITS OF FLORIDA, THE RIGHT TO USE SUCH PROPERTY MAY BE AFFECTED BY THE PROVISIONS OF SECTIONS 161.052 AND 161.053, FLORIDA STATUTES. (AFFECTS SUBJECT PROPERTY– PLOTTED HEREON)
13. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NONE PROVIDED FOR REVIEW)



VICINITY MAP
SCALE: 1"=200'

LEGAL DESCRIPTION:

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE–SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF N23°45'06"W ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 1217C0216K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "VE".
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9464222, DATED 04/20/2021.
5. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
8. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.
10. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).
11. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 06/20/2022 PER FAC 5J–17.062(2).
12. THE COAST CONSTRUCTION CONTROL LINE (CCCL) SHOWN HEREON IS PLOTTED BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES MAP BOOK 30, PAGE 20 ON FILE WITH FDEP IN TALLAHASSEE, FLORIDA. THIS LINE MAY IMPACT THE SETBACKS AND CONSTRUCTIBILITY OF IMPROVEMENTS WITHIN THE PREMISES.
13. THE APPROXIMATE ACREAGE OF THE PREMISES IS: 95,410.42 SQAURE FEET, 2.19 ACRES MORE OR LESS. THIS ACREAGE CONTAINS APPROXIMATELY 1365 SQUARE FEET, 0.03 ACRES LYING BEACHSIDE OF THE SEAWALL AS NOW EXISTS THAT MAY BE SOVEREIGN LANDS OF THE STATE OF FLORIDA.
14. LANDS SHOWN HEREON LIE WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL 1212700216K, FLOOD ZONES X AND VE (FLOOD ELEVATION OF 11.00 FEET) AND PARTIALLY LIE WITHIN A COASTAL FLOOD HAZARD AREA.
15. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AO1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT,M STAMPED "79 78 A64", HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

SHEET INDEX:

SHEET 1: COVER SHEET
SHEET 2–3: TOPOGRAPHIC SURVEY
SHEET 4: COASTAL CONSTRUCTION CONTROL LINE EXHIBIT; BUILDING SETBACK EXHIBIT

CERTIFIED TO:

BLACKSTREAM HOMES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050–.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY, CERTIFICATE NO. 5381, STATE OF FLORIDA, REGISTERED LAND SURVEYOR

William D Donley — Digitally signed by William D Donley, Date: 2022.06.20 09:51:45 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22–24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WDD
22–24	06/16/22	MCD	MEAN HIGH WATER AND SEASONAL HIGH WATER LINES ADDED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

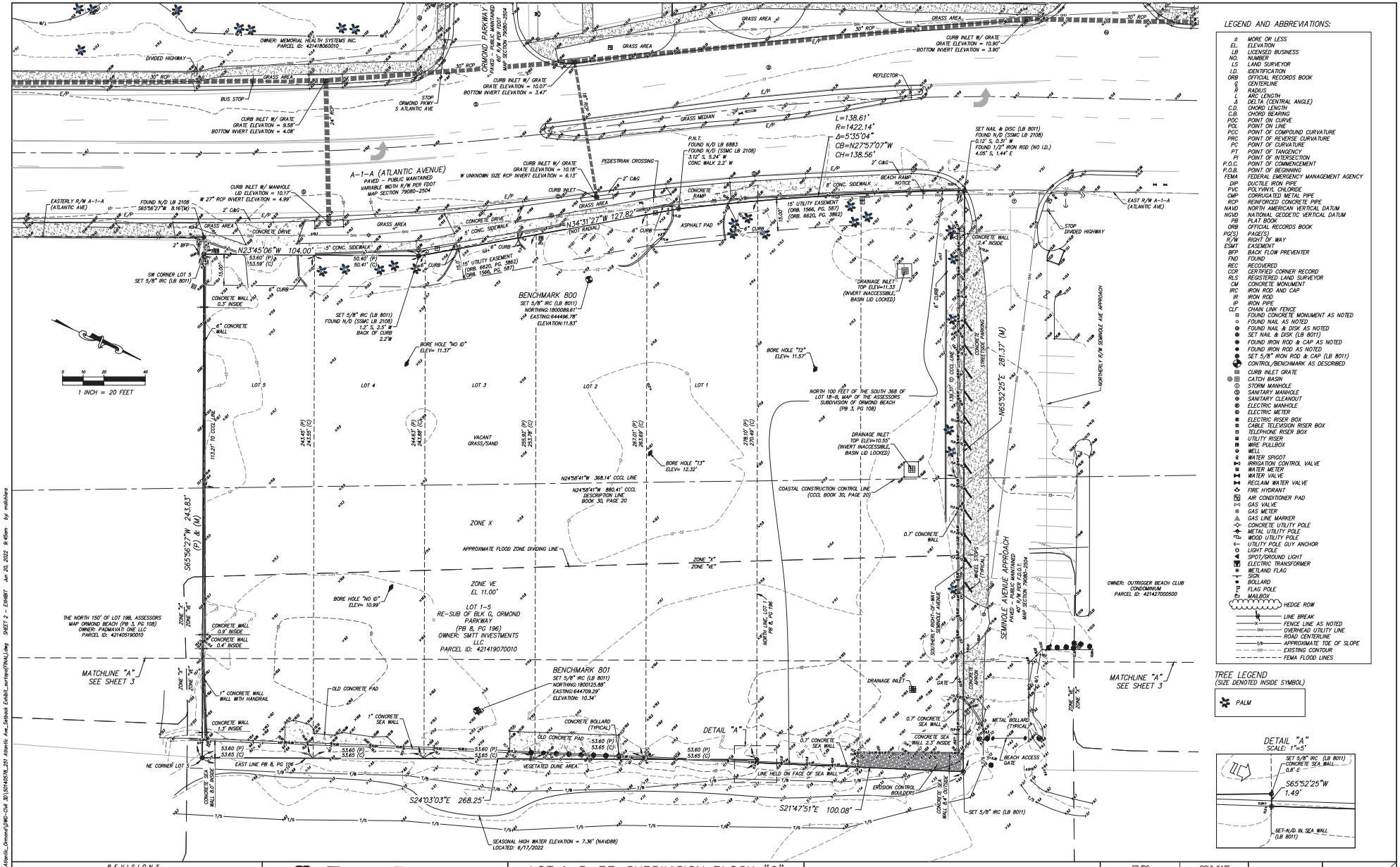
LOT 1–5, RE–SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
–FOR–
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

1 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 1 – EXHIBIT Jun 20, 2022 8:45am by mdolshaw



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

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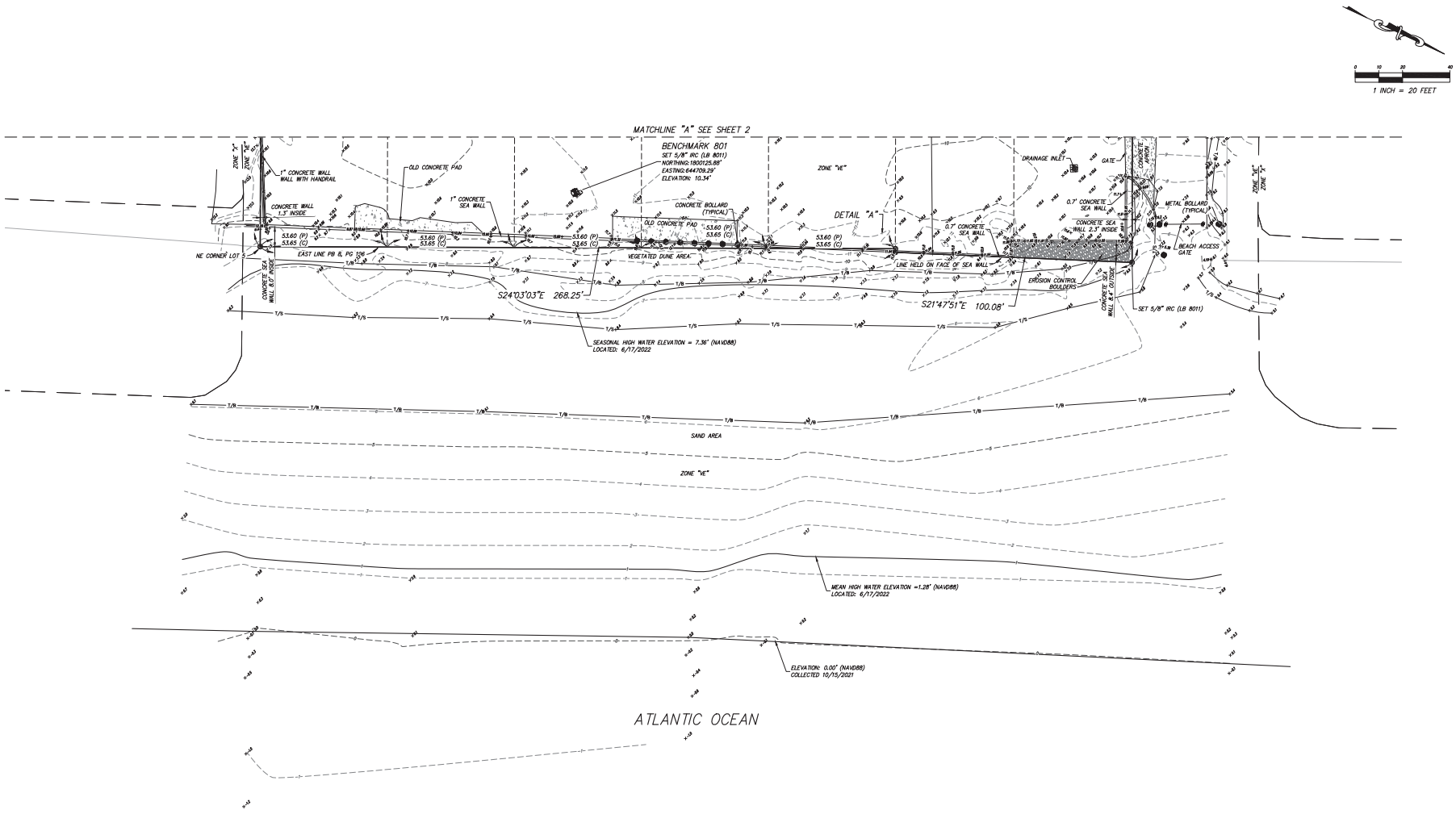
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

2 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(TRIAL).dwg SHEET 2 - EXHIBIT Jun 20, 2022 8:45am by mdishara



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE
2021 A / 4-6	05/13/2022

DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

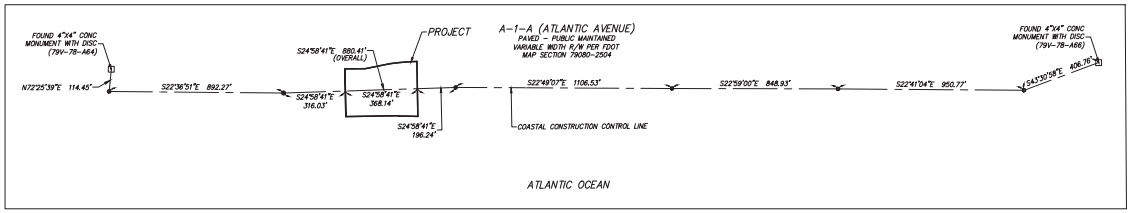
PROJECT NO. 50140578

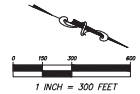
SCALE N/A

3 OF 4

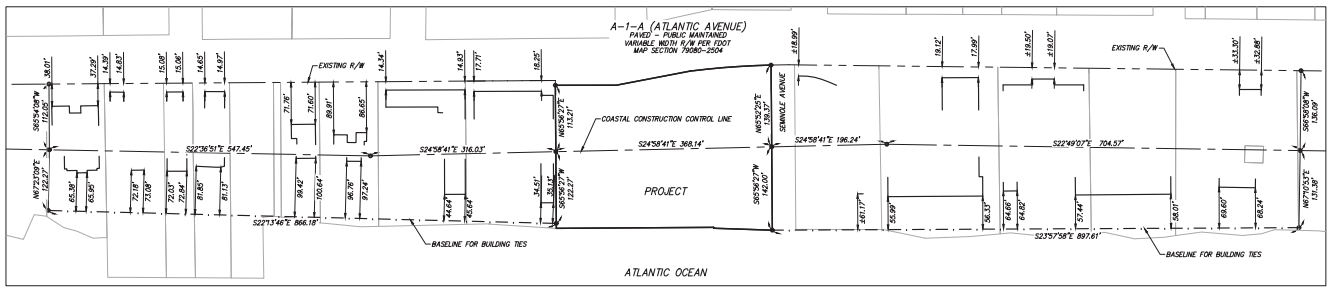
Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surface(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdishara

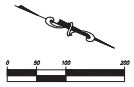
COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT





BUILDING SETBACK EXHIBIT





AVERAGE SETBACK CALCULATION

Address	Description	Rear Setback (ft)
149 S Atlantic	Hotel - The Cove on Ormond Beach	68.24
187 S Atlantic	Hotel - Plantation Island	57.44
205 S Atlantic	Hotel - Best Western	55.99
215 S Atlantic	Timeshare - Bluegreen Outrigger	61.17
251 S Atlantic	Project Location	
281 S Atlantic	Hotel - Days Inn	34.51
295 S Atlantic	Hotel - Quality Inn	44.64
305 S Atlantic	Residential	96.76
321 S Atlantic	Residential	99.42
325 S Atlantic	Vacant Residential	
333 S Atlantic	Residential	81.13
335 S Atlantic	Residential	72.03
345 S Atlantic	Residential	72.18
353 S Atlantic	Residential	65.38
Average Rear Setback		67.41

REVISIONS

FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
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LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE
2021 A / 4-6	05/13/2022

DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

4 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 4 - EXHIBIT Jun 20, 2022 8:46am by mdishara

ALTA/ NSPS LAND TITLE SURVEY

-FOR-

ORMOND BEACH HOLDINGS, LLC

-OF -

264 SOUTH ATLANTIC AVENUE

LEGAL DESCRIPTION: PER CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 101611784

PARCEL NORTH OF ORMOND PARKWAY: A PORTION OF BLOCK "E", ORMOND PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "E"; THENCE NORTH 25 DEGREES, 00 MINUTES 00 SECONDS WEST, 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 64 DEGREES, 56 MINUTES, 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "E", 208.56 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "E"; THENCE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 7, 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "E", 209.42 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE ½ INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A), SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 26 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 105.12 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID JOG, 2.10 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 220.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 59 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 14.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.17 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 25 DEGREES 16 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.13 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES 06 MINUTES 49 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.28 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 78.70 FEET, SAID ARC SUBTENED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 40 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 56 MINUTES 26 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID CURVE SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES 58 MINUTES 37 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 64 DEGREES 59 MINUTES 48 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 49.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES 00 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 24 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING,

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 119.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.91 FEET AND A CENTRAL ANGLE OF 90 DEGREES 06 MINUTES 00 SECONDS; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.09 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 70.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 64 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 49.65 FEET TO SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 50 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY ALSO BEING KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND THE EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3 AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9 AND 10, BLOCK "B"; LOTS 1, 2, 3, 4, 5, 6 AND 26, BLOCK "D"; ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10, BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7 AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOTS 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE PROPERTY AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A). SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 25 DEGREES, 31 MINUTES, 09 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 104.03 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 2.10 FEET; THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 219.95 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 5 DEGREES 56 MINUTES 26 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 67 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OR 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9, AND 10, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK " D" ' ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOT 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING: 184976.86 SQUARE FEET OR 4.25 ACRES MORE OR LESS.



VICINITY MAP
SCALE: 1"=200'

SURVEYOR'S CERTIFICATE:
TO: ORMOND BEACH HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY: FOX ROTHSCHILD LLP; CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (INSERT CORRECT ITEMS HERE-1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10, 11(b), 13, 22, 23-INSERT CORRECT ITEMS HERE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10-16-2021.

DATE OF PLAT OR MAP: 04-29-2022

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley — Digitally signed by William D Donley, Date: 2022.04.29 14:43:02 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM D. DONLEY — CERTIFICATE NO. 5381 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/24/2021	50140578
DRAWING DATE	BY / APPROVED	SCALE
04/29/2022	MCD / WDD	1" = 200'

1 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_survALTA_MAIN FILE WEST SIDE.dwg SHEET 1 - COVER Apr 29, 2022 2:34pm by mdishara

SCHEDULE B2 EXCEPTIONS:

1–5. STANDARD EXCEPTIONS.

6. MATTERS AS CONTAINED ON THE PLAT OF ORMOND PARKWAY, RECORDED IN PLAT BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED)

7. MATTERS AS CONTAINED ON THE PLAT OF ROCKEFELLER HEIGHTS, RECORDED IN PLAT BOOK 6, PAGE 210 AND RECORDED IN PLAT BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED).

8. EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN DEED BOOK 552, PAGE 203. (DOES NOT AFFECT – NOT PLOTTED).

9. EASEMENT TO CITY OF ORMOND BEACH FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 495, PAGE 701. (MAY AFFECT SUBJECT PARCEL – DOCUMENT PROVIDED IS ILLEGIBLE).

10 EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 500, PAGE 248. (DOES NOT AFFECT – NOT PLOTTED).

11. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 1112, PAGE 593. (AFFECTS – PLOTTED).

12. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2487, PAGE 224. (AFFECTS – PLOTTED).

13. RESTRICTIONS AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 618, PAGE 65. (DOES NOT AFFECT – NOT PLOTTED).

14. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 37, BEING DEED NO. 2066, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1747. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 5, 9 AND 10, BLOCK A.) (AFFECTS – NOT PLOTTED).

15. OIL AND MINERAL RESERVATION AND STATE ROAD RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 315, PAGE 394, BEING DEED NO. 1930. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 2, BLOCK B.) (AFFECTS – NOT PLOTTED).

16. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 30, BEING DEED NO. 2062, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1748. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 6, BLOCK A.) (AFFECTS – NOT PLOTTED).

17. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 243, BEING DEED NO. 2229. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 1 THROUGH 4, BLOCK F.) (DOES NOT AFFECT – NOT PLOTTED).

18. CONDITIONAL USE PERMIT WITH THE CITY OF ORMOND BEACH RECORDED IN OFFICIAL RECORDS BOOK 4027, PAGE 2177, AMENDED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1698 AND BY AMENDED CONDITIONAL USE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1702. (AFFECTS – NOT PLOTTABLE).

19. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 3699. (AFFECTS – PLOTTED).

20. RESOLUTION NO. 2019–27 FOR IMPACT FEE RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1774, AFFECTED BY IMPACT FEE PRESERVATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1802. (AFFECTS – NOT PLOTTABLE).

21. ORDER OF TAKING PURSUANT TO THAT CERTAIN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1690, PAGE 706. (AFFECTS – NOT PLOTTABLE).

22. INTENTIONALLY DELETED

23. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S23°53'59"E ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.

2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NA VD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AQ1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT, STAMPED "79 78 A64"| HAVING AN ELEVATION OF 17.03 FEET (NAVD 88).

3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".

4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY CHICAGO NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 101611784, REVISION 1: DATED 03/01/2022.

6. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.

7. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.

8. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

9. THERE ARE (163) REGULAR PARKING SPACES, (9) HANDICAP SPACES AND (0) MOTORCYCLE PARKING AREAS TOTALING (172) PARKING SPACES IN THE SUBJECT PARCEL.

10. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS PART OF THIS SURVEY.

11. ALL CURBS ARE 2' CURB AND GUTTERS UNLESS OTHERWISE NOTED.

12. SUBJECT PARCEL CONTAINS: ±4.25 ACRES
"ZONING: R-3–SINGLE FAMILY MEDIUM DENSITY & B1–PROFESSIONAL OFFICE/HOSPITAL
PER CITY OF ORANGE BEACH ZONING DEPARTMENT

SETBACKS: R3–SINGLE FAMILY MEDIUM DENSITY	SETBACKS: B1–PROFESSIONAL OFFICE/HOSPITAL
FRONT – 25 FEET	FRONT – 20'
REAR – 20 FEET	REAR – 20' – 30' IF ABUTTING RESIDENTIAL DISTRICT
SIDE – 8' TOTAL 20' FEET	SIDE – 10'
CORNER LOT STREET – SIDE SETBACK – 20 FEET	CORNER LOT STREET SIDE – SIDE SETBACK – 20'
MAXIMUM BUILDING HEIGHT – 30' FEET	MAXIMUM BUILDING HEIGHT – 40', HOSPITAL MAY BE 55'
PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE	PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE
(SECTION 2–15. – R-3, SINGLE FAMILY MEDIUM DENSITY)	(SECTION 2–22. – B1, PROFESSIONAL OFFICE/HOSPITAL)

13. LANDS DESCRIBED HEREON AND REFERENCED TO CHICAGO TITLE INSURANCE AGENCY COMMITMENT #101611784 ARE ONE IN THE SAME AS THE LANDS DESCRIBED AS THE "AS SURVEYED" PARCEL WITH NO GAPS, GORES OR OVERLAPS BETWEEN SAID PARCELS.

14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).

15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 04/29/2022 PER FAC 5J–17.062(2).

LEGEND AND ABBREVIATIONS:

(M)	MEASUREMENT BASED ON FIELD OBSERVATIONS	SEC	SECTION
(D)	MEASUREMENT PER LEGAL DESCRIPTION	COR	CERTIFIED CORNER RECORD
(FDOT)	MEASUREMENT PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP	RLS	REGISTERED LAND SURVEYOR
		CM	CONCRETE MONUMENT
(C)	CALCULATED BASED ON FIELD OBSERVATIONS, RIGHT OF WAY MAPS, PLATS AND DESCRIPTIONS	IRC	IRON ROD AND CAP
		IR	IRON ROD
(P)	MEASUREMENT PER PLAT	IP	IRON PIPE
±	MORE OR LESS	▫	FOUND CONCRETE MONUMENT AS NOTED
EL.	ELEVATION	○	FOUND NAIL AS NOTED
LB	LICENSED BUSINESS	⊙	FOUND NAIL & DISK (LB 1221)
NO.	NUMBER		UNLESS OTHERWISE NOTED
LS	LAND SURVEYOR	●	SET NAIL & DISK (LB 8011)
ID	IDENTIFICATION	●	FOUND IRON ROD & CAP AS NOTED
ORB	OFFICIAL RECORDS BOOK		UNLESS OTHERWISE NOTED
℄	CENTERLINE	●	FOUND IRON ROD AS NOTED
R	RADIUS	●	SET 5/8" IRON ROD & CAP (LB 8011)
L	ARC LENGTH	✠	CONTROL/BENCHMARK AS DESCRIBED
Δ	DELTA (CENTRAL ANGLE)	▥	CURB INLET GRATE
C.D.	CHORD LENGTH	▤	CATCH BASIN
C.B.	CHORD BEARING	Ⓣ	STORM MANHOLE
CLF	CHAIN LINK FENCE	Ⓢ	SANITARY MANHOLE
P.O.C.	POINT OF COMMENCEMENT	⊛	SANITARY CLEANOUT
P.O.B.	POINT OF BEGINNING	⊛	ELECTRIC MANHOLE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	⊛	ELECTRIC METER
DIP	DUCTILE IRON PIPE	■	ELECTRIC RISER BOX
PVC	POLYVINYL CHLORIDE	■	CABLE TELEVISION RISER BOX
CMP	CORRUGATED METAL PIPE	■	TELEPHONE RISER BOX
RCP	REINFORCED CONCRETE PIPE	⋈	IRRIGATION CONTROL VALVE
NAVD	NORTH AMERICAN VERTICAL DATUM	⊛	WATER METER
PB	PLAT BOOK	⋈	WATER VALVE
OR	OFFICIAL RECORDS BOOK	◇	FIRE HYDRANT
PG(S)	PAGE(S)	◇	CONCRETE UTILITY POLE
R/W	RIGHT OF WAY	◇	METAL UTILITY POLE
ESMT	EASEMENT		

	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
☼	LIGHT POLE
	SIGN
	LINE BREAK
–x–	FENCE LINE AS NOTED
–OHL–	OVERHEAD UTILITY LINE
TOB	APPROXIMATE TOP OF BANK
TOS	APPROXIMATE TOE OF SLOPE
–––100–––	EXISTING CONTOUR
–S–	SANITARY SEWER LINE
–D–	STORM DRAINAGE LINE
–W–	WATER LINE
	ROAD CENTER LINE
C&G	CURB AND GUTTER
CONC	CONCRETE
PROP	PROPERTY
IRCF	IRON ROD & CAP FOUND
NDS	NAIL/DISC SET
	CONCRETE AREA
	BRICK PAVED AREA
	ASPHALT AREA
(#)	PARKING SPACE COUNT

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 · FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE
2021 A / 4–6	05/24/2021

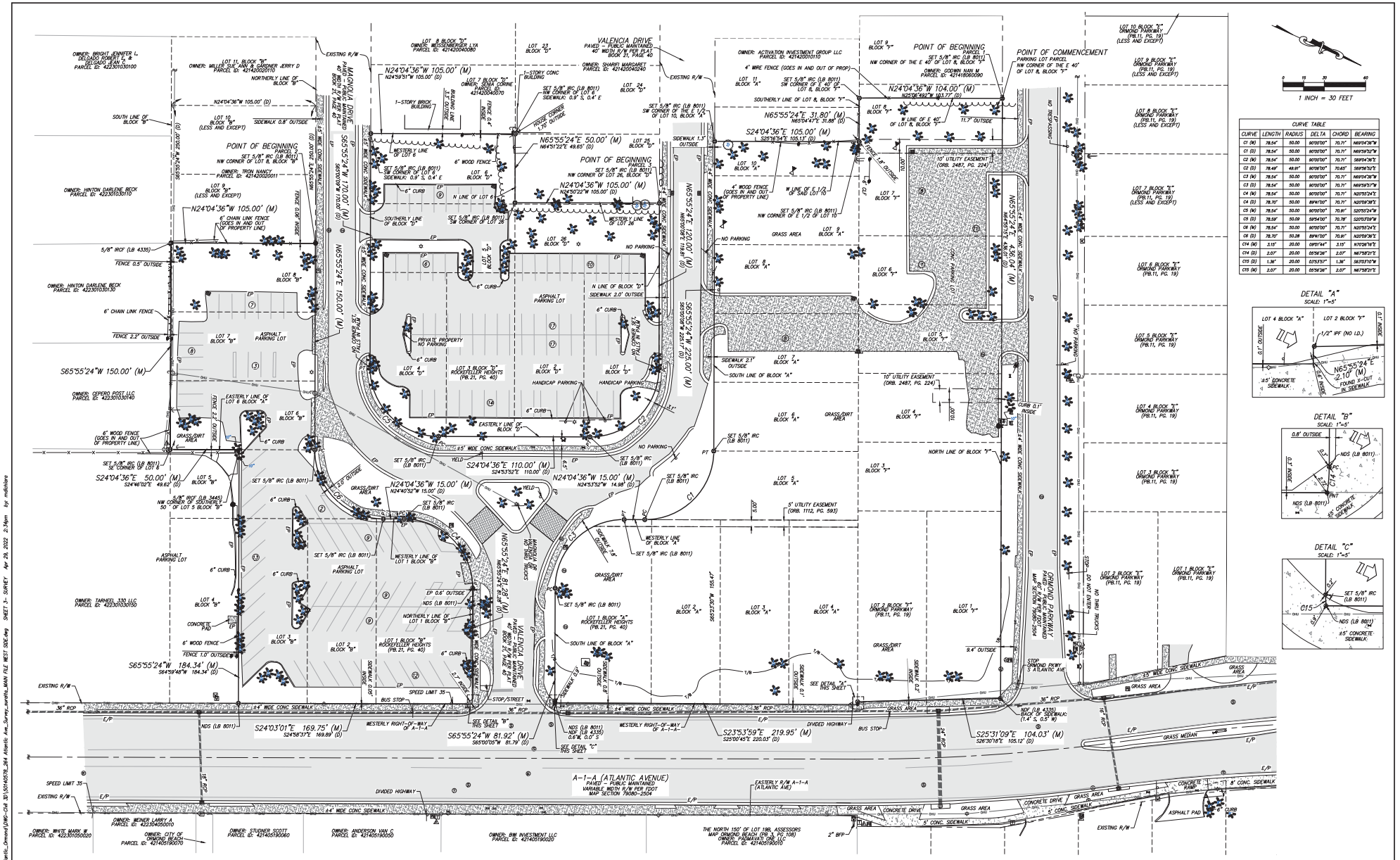
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

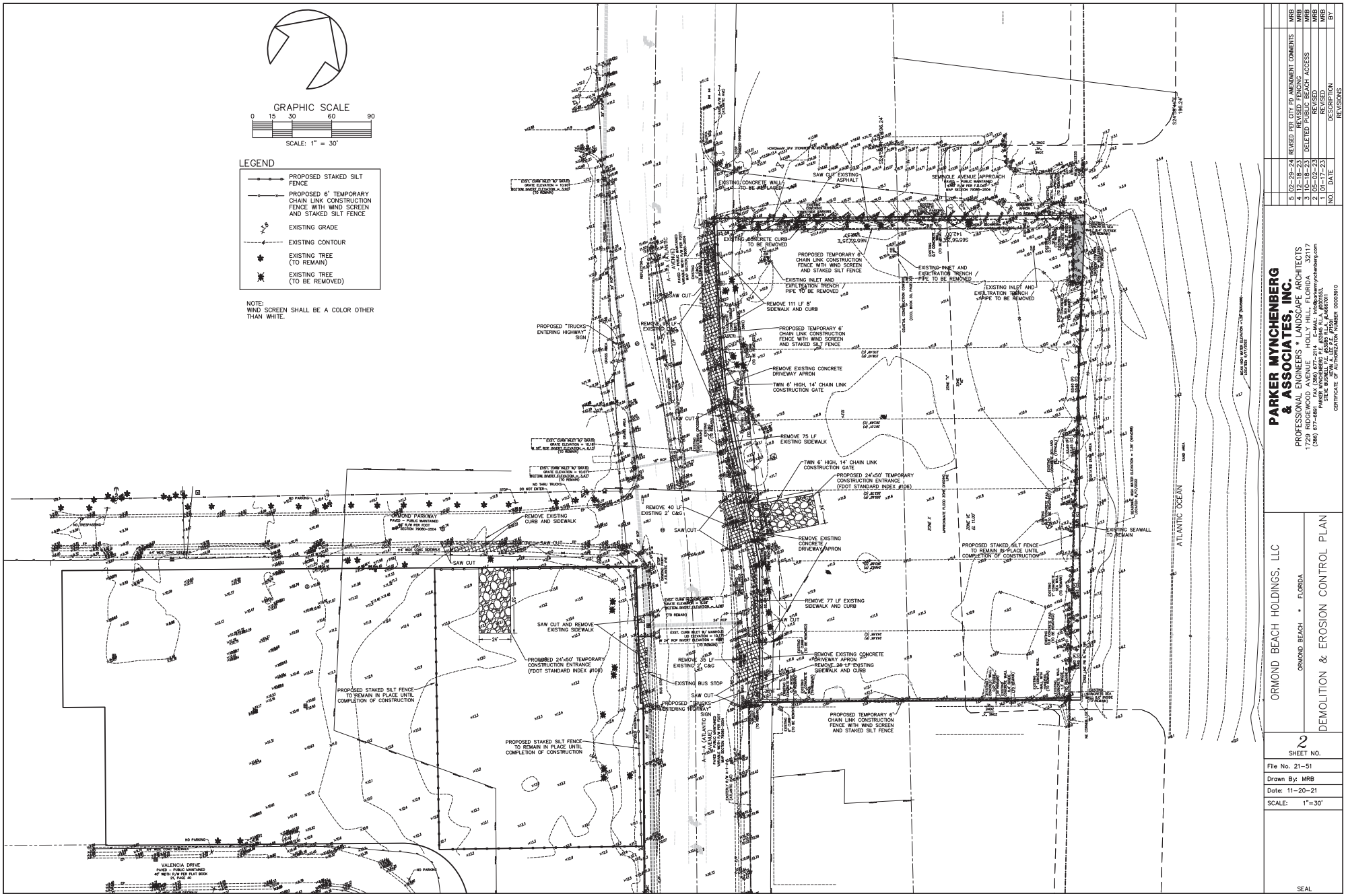
PROJECT NO. 50140578

SCALE N/A

2 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_aurotti_MAIN FILE WEST SIDE.dwg SHEET 2 – BDS Apr 29, 2022 2:34pm by: mdobbins


POINT OF BEGINNING
PARCEL 1
POINT OF COMMENCEMENT
PARKING LOT PARCEL
POINT OF BEGINNING
PARCEL 2
VALENCIA DRIVE
PAVED - PUBLIC MAINTAINED
40' WIDTH R/W PER PLAT
BOOK 21, PAGE 40
MAGNOLIA DRIVE
PAVED - PUBLIC MAINTAINED
40' WIDTH R/W PER PLAT
BOOK 21, PAGE 40
ORMOND PARKWAY
PAVED - PUBLIC MAINTAINED
80' R/W PER FDOT
MAP SECTION 79080-2504
A-1-A (ATLANTIC AVENUE)
PAVED - PUBLIC MAINTAINED
VARIABLE WIDTH R/W PER FDOT
MAP SECTION 79080-2504
DETAIL "A"
SCALE: 1"=5'
DETAIL "B"
SCALE: 1"=5'
DETAIL "C"
SCALE: 1"=5'
1 INCH = 30 FEET
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | CHORD | BEARING
C1 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | N69°04'36"W
C1 (D) | 78.54' | 50.00 | 90°00'00" | 70.71' | N69°39'52"W
C2 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | S69°04'36"E
C2 (D) | 78.49' | 49.91' | 90°06'00" | 70.65' | S69°56'32"E
C3 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | N69°04'36"W
C3 (D) | 78.54' | 50.00 | 90°00'00" | 70.71' | N69°39'57"W
C4 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | N20°55'24"E
C4 (D) | 78.70' | 50.00 | 89°41'00" | 70.71' | N20°09'36"E
C5 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | S20°55'24"W
C5 (D) | 78.59' | 50.04 | 89°54'00" | 70.78' | S20°03'09"W
C6 (M) | 78.54' | 50.00 | 90°00'00" | 70.71' | N20°55'24"E
C6 (D) | 78.70' | 50.28 | 89°41'00" | 70.91' | N20°09'36"E
C14 (M) | 3.15' | 20.00 | 09°01'44" | 3.15' | N70°26'16"E
C14 (D) | 3.07' | 20.00 | 05°56'26" | 3.07' | N67°58'21"E
C15 (D) | 1.36' | 20.00 | 03°53'37" | 1.36' | S83°57'07"W
C15 (M) | 2.07' | 20.00 | 05°56'26" | 2.07' | N67°58'21"E
OWNER: BRIGHT JENNIFER L, DELGADO ROBERT L & DELGADO JEAN S, PARCEL ID: 422301030100
OWNER: MILLER SUE ANN & GARDNER JERRY D PARCEL ID: 421420020110
OWNER: TRON NANCY, PARCEL ID: 421420020011
OWNER: HINTON DARLENE BECK PARCEL ID: 422301030110
OWNER: HINTON DARLENE BECK PARCEL ID: 422301030130
OWNER: CEPERO POST LLC PARCEL ID: 422301030140
OWNER: TARHEEL 330 LLC PARCEL ID: 422301030100
OWNER: WHITE, MARK W. PARCEL ID: 422301050020
OWNER: WEINER LARRY A, PARCEL ID: 422304020010
OWNER: CITY OF ORMOND BEACH, PARCEL ID: 421405190070
OWNER: STUDNER SCOTT, PARCEL ID: 421405190060
OWNER: ANDERSON VAN C, PARCEL ID: 421405190050
OWNER: BW INVESTMENT LLC PARCEL ID: 421405190020
OWNER: ACTIVATION INVESTMENT GROUP LLC PARCEL ID: 421420010110
OWNER: GODWIN NAN M, PARCEL ID: 421418060090
THE NORTH 150' OF LOT 19B, ASSESSORS MAP ORMOND BEACH ORB 3, PG 108, OWNER: PADMAVATI ONE LLC, PARCEL ID: 421405190010
LOT 1 BLOCK "A" ROCKEFELLER HEIGHTS (PB.21, PG. 40)
LOT 3 BLOCK "D" ROCKEFELLER HEIGHTS (PB.21, PG. 40)
LOT 1 BLOCK "B" ROCKEFELLER HEIGHTS (PB.21, PG. 40)
LOT 1 BLOCK "D" ROCKEFELLER HEIGHTS (PB.21, PG. 40)
LOT 1 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 2 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 3 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 4 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 5 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 6 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 7 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 8 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 9 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
LOT 10 BLOCK "7" ORMOND PARKWAY (PB.11, PG. 19)
N24°04'36"W 105.00' (M)
N24°59'51"W 105.00' (D)
N65°55'24"E 50.00' (M)
N65°51'22"E 49.65' (D)
N24°04'36"W 105.00' (M)
N24°03'22"W 105.00' (D)
N65°55'24"E 120.00' (M)
N65°55'24"E 436.04' (M)
S65°55'24"W 170.00' (M)
S65°55'24"W 150.00' (M)
S24°04'36"E 50.00' (M)
S24°46'02"E 49.62' (D)
N24°04'36"W 15.00' (M)
N24°04'52"W 15.00' (D)
S24°04'36"E 110.00' (M)
S24°53'52"E 110.00' (D)
N24°04'36"W 15.00' (M)
N24°53'52"W 14.98' (D)
S65°55'24"W 225.00' (M)
S65°55'24"W 184.34' (M)
S64°59'48"W 184.34' (D)
S24°03'01"E 169.75' (M)
S24°58'37"E 169.89' (D)
S65°55'24"W 81.92' (M)
S65°00'05"W 81.79' (D)
S23°53'59"E 219.95' (M)
S25°00'45"E 220.03' (D)
S25°31'09"E 104.03' (M)
S26°07'18"E 105.12' (D)
N65°55'24"E 81.36' (M)
N65°55'24"E 81.36' (D)
N65°55'24"E 31.80' (M)
N65°54'47"E 31.88' (D)
S24°04'36"E 105.00' (M)
S25°16'34"E 105.13' (D)
N24°04'36"W 104.00' (M)
N23°38'49"W 103.77' (D)
S65°55'24"W 150.00' (M)
S65°55'24"W 225.17' (D)
N65°55'24"E 436.04' (M)
N65°55'24"E 436.10' (D)
EXISTING R/W
SET 5/8" IRC (LB 8011)
SET 5/8" IRC (LB 4335)
5/8" IRCF (LB 3445)
5/8" IRCF (LB 4335)
NDS (LB 8011)
FENCE 0.5' OUTSIDE
FENCE 2.2' OUTSIDE
FENCE 0.4' INSIDE
6' CHAIN LINK FENCE (GOES IN AND OUT OF PROPERTY LINE)
6' WOOD FENCE (GOES IN AND OUT OF PROPERTY LINE)
4' WIRE FENCE (GOES IN AND OUT OF PROP)
4' WOOD FENCE (GOES IN AND OUT OF PROPERTY LINE)
SOUTH LINE OF BLOCK "B"
NORTHERLY LINE OF BLOCK "B"
WESTERLY LINE OF LOT 6
SOUTHERLY LINE OF BLOCK "D"
EASTERLY LINE OF LOT 6 BLOCK "A"
EASTERLY LINE OF BLOCK "D"
NORTH LINE OF BLOCK "7"
SOUTH LINE OF BLOCK "A"
WESTERLY LINE OF BLOCK "A"
WESTERLY LINE OF LOT 1 BLOCK "B"
NORTHERLY LINE OF LOT 1 BLOCK "B"
SOUTH LINE OF BLOCK "A"
NW CORNER OF LOT 6 BLOCK "B"
NW CORNER OF LOT 6 BLOCK "D"
NW CORNER OF LOT 26 BLOCK "D"
NW CORNER OF LOT 10 BLOCK "A"
NW CORNER OF THE E 40' OF LOT 8, BLOCK "7"
SW CORNER OF LOT 6 BLOCK "D"
SW CORNER OF LOT 26 BLOCK "D"
SW CORNER OF THE E 1/2 OF LOT 10, BLOCK "A"
SW CORNER OF E 40' OF LOT 8, BLOCK "7"
SE CORNER OF LOT 6
W LINE OF E 40' OF LOT 8, BLOCK "7"
W LINE OF E 1/2 OF SAB LOT 10
NW CORNER OF E 1/2 OF LOT 10
NW CORNER OF LOT 8 BLOCK "D



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36853, STEVE BIGNELL P.E. #56801, L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

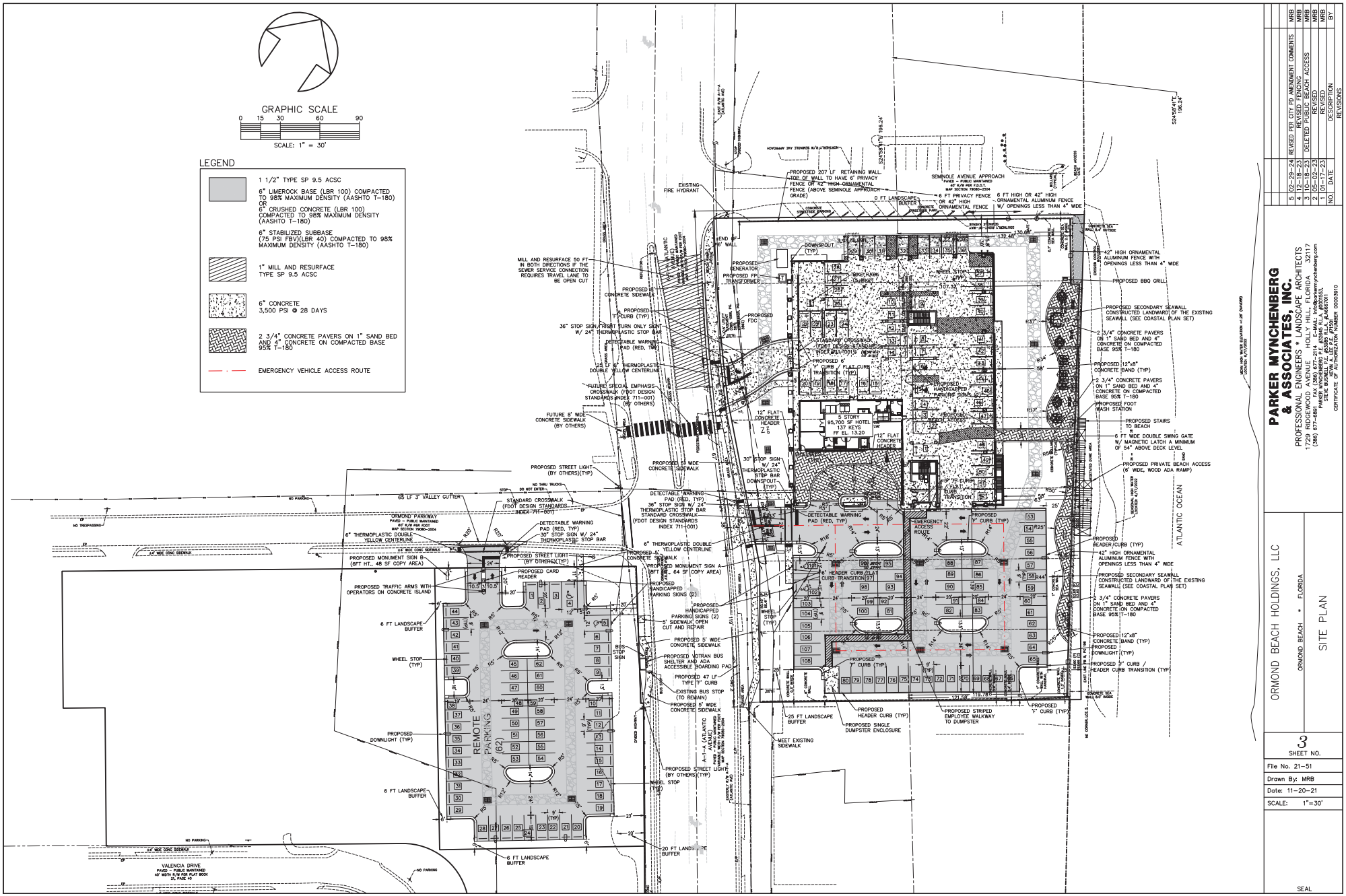
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

DEMOLITION & EROSION CONTROL PLAN

SHEET NO. 2

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



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PARKER MYNCHENBERG, P.E. #36853
STEVE BIGNELL P.E. #56801 R.L.A. #6667011
JEFFREY A. ANGELETTA, P.E. #56801
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

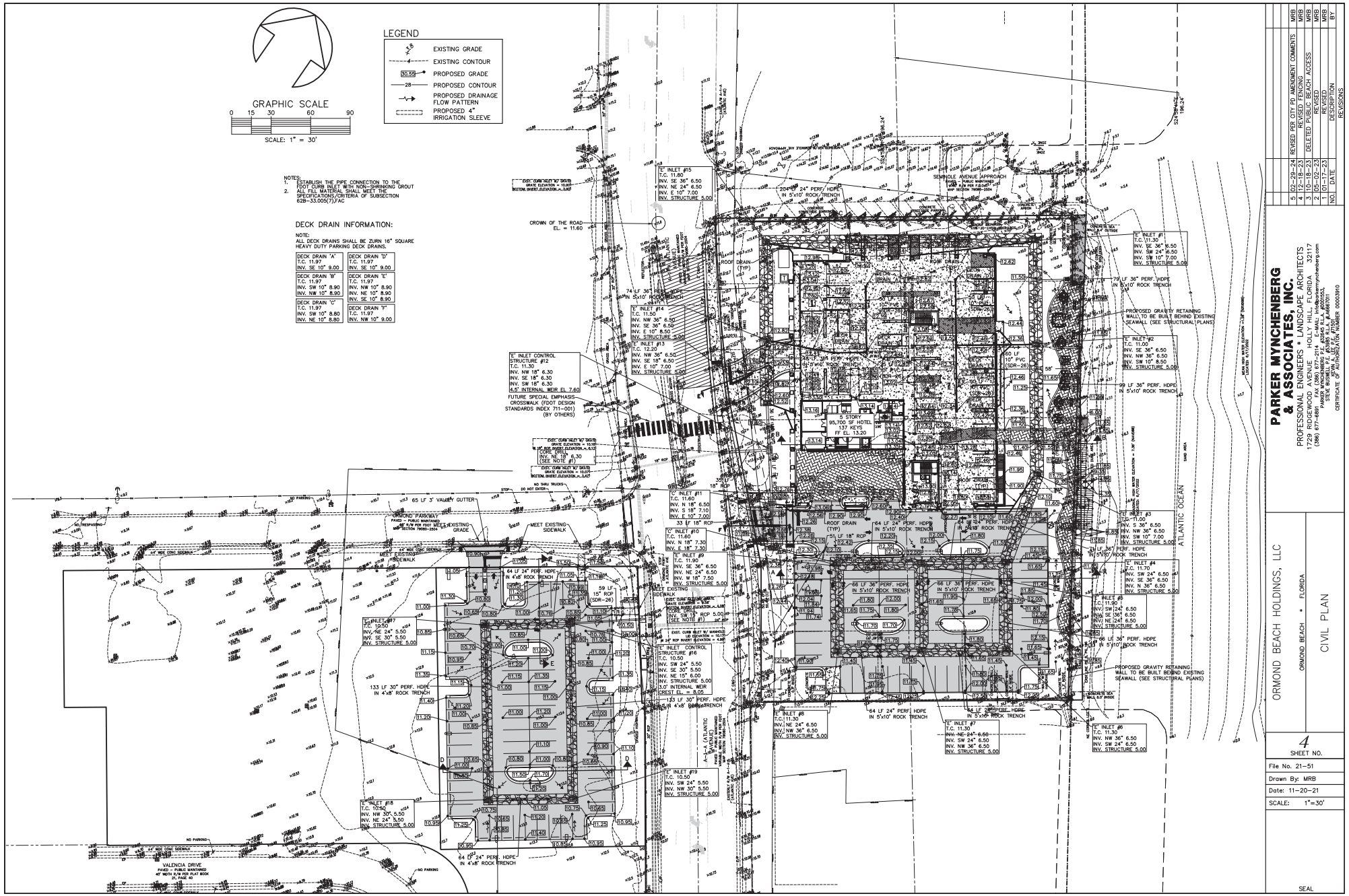
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



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PARKER MYNCHENBERG, P.E. FLORIDA REG. NO. 43653
STEVE BIONELLI, P.E. FLORIDA REG. NO. 66807011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

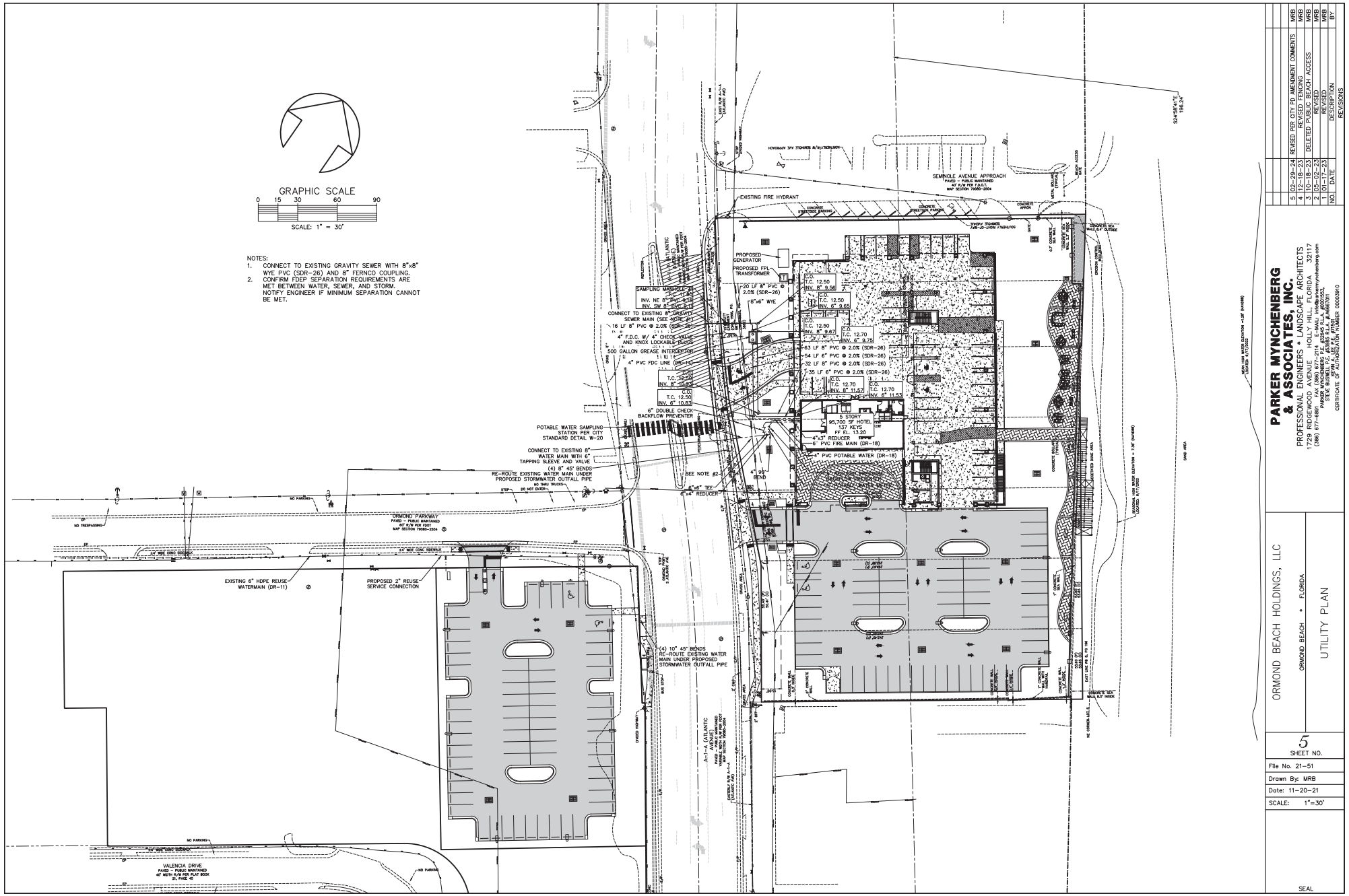
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



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REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #32845 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

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LANDSCAPE CALCULATIONS (EAST SITE)

TREES REQUIRED

SITE AREA = 95,410 SF
95,410 SF X (1 TREE/1,500 SF) = 63.6 (64) TREES
LANDSCAPE AREA =37,686 SF
37,686 SF X (1 TREE/400 SF) = 94.2 (94) TREES

TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
4 PHOENIX PALMS (1:1) = 4 TREES
8 SEA GRAPE TREES = 8 TREES
8 6" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 95 TREES

A1A BUFFER (20 FT)
LENGTH = 370.43 FT – 5 FT – 29 FT – 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 4 TREES/100 FT = 12.26 (12) TREES
SHRUBS REQUIRED:
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
306.43 FT X 40 GROUND COVER/100 FT = 122.6 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER

SEMINOLE AVE. BUFFER (10 FT)
LENGTH = 281.37 FT – 20 FT – 6 FT = 255.37 FT
TREES REQUIRED:
255.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
255.37 FT X 30 GROUND COVER/100 FT = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER

PLANT LIST (WEST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	315	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 24" O.C.
	TV	99	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	ZP	63	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	191	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	91	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	6	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SP	70	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	CU1	5	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		

EAST BUFFER (6 FT)
LENGTH = 368.33 FT
TREES REQUIRED:
368.33 FT X 2 TREES/100 FT = 7.37 (7) TREES
SHRUBS REQUIRED:
368.33 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
368.33 FT X 20 GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 86 SHRUBS
GROUND COVER = 163 GROUND COVER

SOUTH BUFFER (6 FT)
LENGTH = 243.83 FT – 20 FT – 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER

PLANT LIST (EAST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	1,138	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 20" O.C.
	TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	ZP	223	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	72	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	109	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	34	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SB	34	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 36" O.C. 2'–3" HT.
	CU	66	COCCOLOBA UVIFERA	SEA GRAPE	7 GAL., 36" O.C. 24" HT., MIN.
	CE	140	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	7 GAL., 36" O.C. 24" HT., MIN.
	MC	72	MUHLENBERGIA CAPILLARIS	MUHLY GRASS (PINK)	3 GAL., 30" O.C. 24" HT., MIN.
	SP	133	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	LL	8	LIGUSTUM JAPONICUM	LIGUSTRUM TREE	10' HT. 5' TRUNK MINIMUM 6" COMBINED CAL.
	PD	4	PHOENIX DACTYLIFERA "MEDJOOL"	MEDJOOL DATE PALM	10' C.T.
	CU1	8	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		

LANDSCAPE CALCULATIONS (WEST SITE)

TREES REQUIRED

SITE AREA = 33,070 SF
33,070 SF X (1 TREE/1,500 SF) = 22 TREES
LANDSCAPE AREA = 9,850 SF
9,850 SF X (1 TREE/400 SF) = 25 TREES

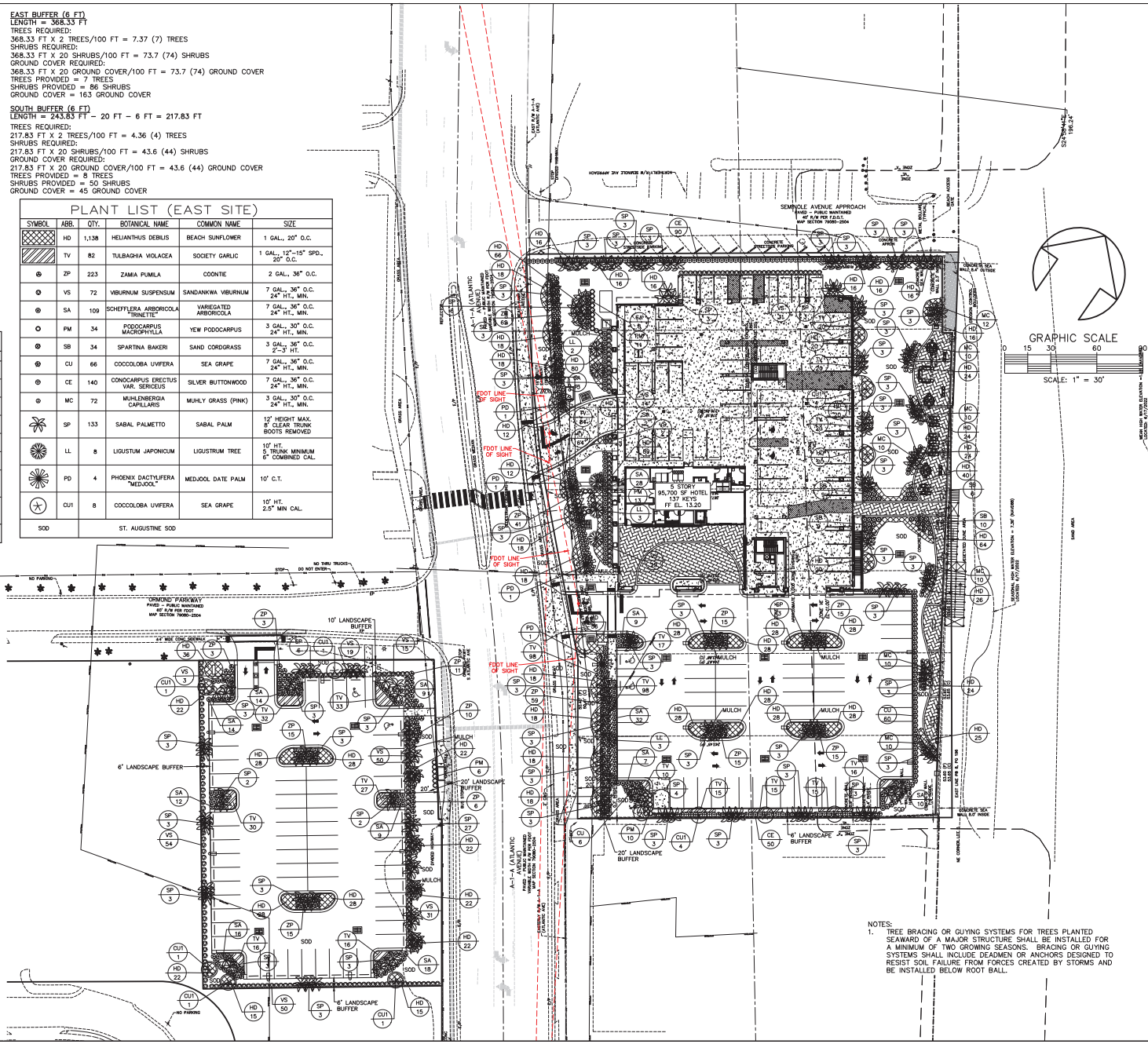
TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES

A1A BUFFER (20 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 4 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER

ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 153 FT – 28 FT – 20 FT – 6 FT – 5FT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30 GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER

WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20 GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 54 SHRUBS
GROUND COVER = 44 GROUND COVER

SOUTH BUFFER (6 FT)
LENGTH = 155 FT – 20 FT – 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 30 GROUND COVER



NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.

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		REVISIONS	
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3	10–18–23	DELETED PUBLIC BEACH ACCESS	MRB
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1	01–17–23	REVISED	MRB

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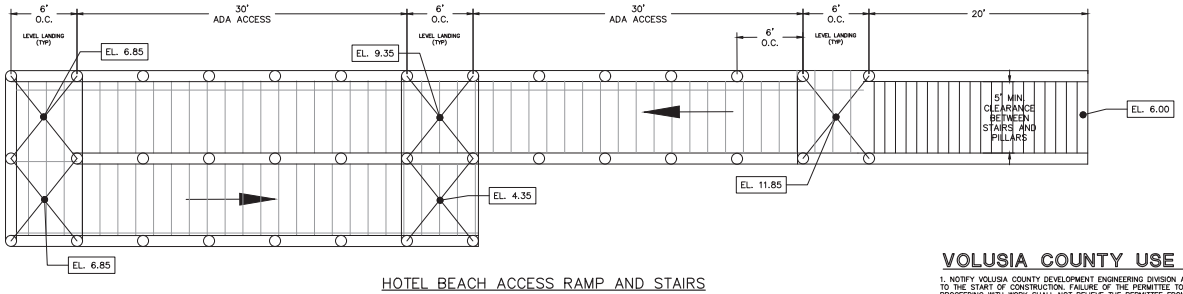
STEVE BIGNELL P.E. #53601, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN

6
SHEET NO.

File No. 21–51
Drawn By: MRB
Date: 11–20–21
SCALE: 1"=30'

SEAL



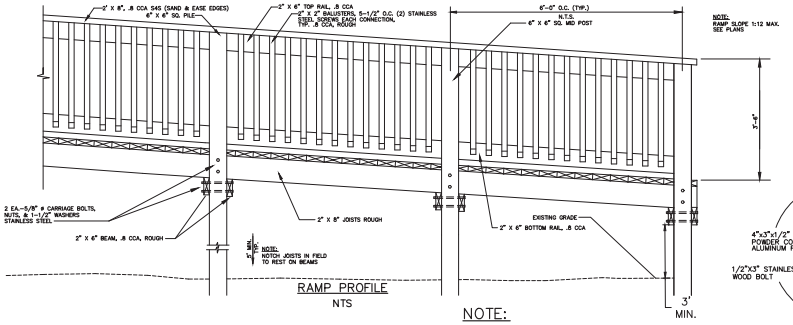
HOTEL BEACH ACCESS RAMP AND STAIRS

NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

VOLUSIA COUNTY USE PERMIT NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK..
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.



RAMP PROFILE

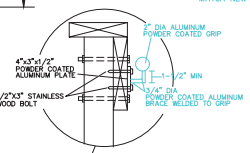
NTS

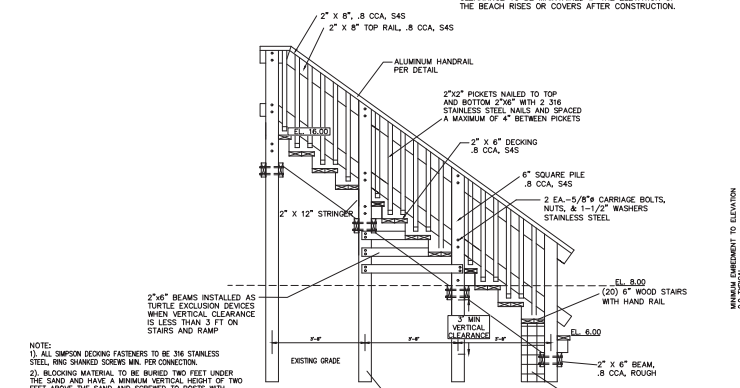
NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

NOTE:

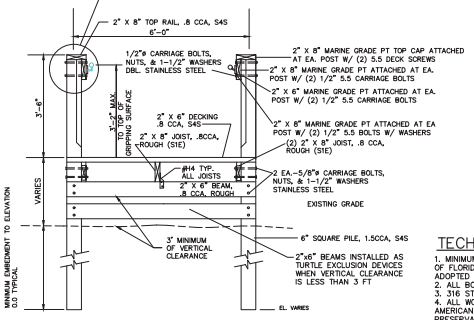
HANDRAIL SHALL BE POWDER COATED ALUMINUM TO MATCH NEW GUARDRAIL ON THE SEAWALL.





NOTE:
1). ALL SIMPSON DECKING FASTENERS TO BE 316 STAINLESS STEEL, RING SHANKED SCREWS MIN. PER CONNECTION.
2). BLOCKING MATERIAL TO BE BURIED TWO FEET UNDER THE SAND AND HAVE A MINIMUM VERTICAL HEIGHT OF TWO FEET ABOVE THE SAND AND SCREWED TO POSTS WITH STAINLESS STEAL SCREWS (4") O.C.

STAIR SECTION



NOTE: A.D.A. HANDRAIL TO BE INSTALLED AT ALL RAMPS ON BOTH SIDES AS SHOWN. HANDRAIL TO EXTEND 18" BEYOND TOP & BOTTOM OF RAMP (TYP.) HANDRAIL TO BE CONTINUOUS FROM TOP OF RAMP TO BOTTOM OF RAMP. SEE RAMP PROFILE ABOVE FOR ADDITIONAL DETAIL.

ADA RAMP SECTION

NOTE:
1). ALL SIMPSON DECKING FASTENERS TO BE 316 STAINLESS STEEL, RING SHANKED SCREWS 2 MIN. PER CONNECTION.
2). BLOCKING MATERIAL TO BE BURIED TWO FEET UNDER THE SAND AND HAVE A MINIMUM VERTICAL HEIGHT OF TWO FEET ABOVE THE SAND AND SCREWED TO POSTS WITH STAINLESS STEEL SCREWS MAX (4") O.C.

TECHNICAL SPECIFICATIONS:

1. MINIMUM CONSTRUCTION STANDARDS ARE COVERED BY THE STATE OF FLORIDA ADMINISTRATIVE CODE & THE SOUTHERN BUILDING CODE ADOPTED BY VOLUSIA COUNTY.
2. ALL BOLTS & OTHER HARDWARE TO BE 316 STAINLESS STEEL.
3. 316 STAINLESS STEEL SCREWS SHALL BE USED TO FASTEN DECK BOARDS.
4. ALL WOOD TO BE PRESSURE TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATERBORNE PRESERVATIVE SUCH AS TYPE "B" OR "C" OR EQUIVALENT, AS COVERED IN FEDERAL SPECIFICATION TT-W-535 AND AWPA STANDARDS C-2, SOUTHERN PINE, GRADE NO. 1.
5. CONTRACTOR SHALL BE FAMILIAR WITH EXISTING FIELD CONDITIONS PRIOR TO ENTERING BID.

NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36853
STEVE BIGNELL P.E. #53601, R.L.A. #6667011
JEFFREY A. FOSS
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

ADA BEACH ACCESS RAMP DETAILS

18
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL



REDESIGN IMAGERY

ORMOND BEACH HOTEL



REDESIGN

ORMOND BEACH HOTEL



REDESIGN



REDESIGN

ORMOND BEACH HOTEL



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REDESIGN



REDESIGN



BUILDING ELEVATION - WEST



BUILDING ELEVATION - NORTH



BUILDING ELEVATION - SOUTH



BUILDING ELEVATION - EAST

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Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-006

Ormond Beach Holdings, LLC

PBD Amendment

Applicant's Response

Mr. Joey Posey, Esquire, Storch Law Firm, 420 S. Nova Road, representative for the developer, explained the safety component to the Special Exception request, although such a minor issue with the size of the sign in proximity to the Interstate and the speeds from the traffic. He added that it is a reduction in total sign entitlements in the totality of the request. Mr. Posey stated in reference of setting precedence, it is good direction for others who want to come forward and it shows how the requests are handled.

Board Discussion and Questions

Ms. Shull asked specifically about the location of the two proposed signs. Ms. Cushing responded that one monument sign is requested on the U.S. Highway 1 corridor and the other on the entryway of a new road being built as part of the subdivision, part of a future FDOT project at the interchange. She added that it is proposed lot 2 of the proposed Ormond Gateway subdivision, an 8 lot subdivision, which has gone through the preliminary plat approval. The final plat application for it will come through the Planning Board.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-005, WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception. Mr. Galloway seconded it.

Mr. Scudiero reiterated the overall frustration mentioned in previous electronic changeable copy sign applications, and stated that he sees as an inconsistency in how the ordinance was originally written and how it is being carried out. He commented that he does not mean any offence to WaWa, and expressed that he feels that it sends the wrong message to other business operators in the city that might also have a very finite number of characters on their sign that could be electronic but cannot. Mr. Scudiero explained that for that reason is why he is voting no, to keep the awareness of the issue out there.

Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

D. PZ 2024-006, Ormond Beach Holdings, LLC, Planned Business Development Amendment

Mr. Spraker stated that this is a Planned Business Development amendment with the original development order approved with Ordinance 2023-05. The only amendment request is to allow the removal of a sidewalk and beach walkover that was a condition of the original development order. He displayed the approved site plan with the sidewalk and beach walkover. Mr. Spraker read the condition of the development order, "The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County." He stated that there

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are two parts to the condition: (1) construction of the improvement by the project team and (2) deeding the improvement to Volusia County for maintenance.

Mr. Spraker stated during the final site plan review, Volusia County staff stated, "The County has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it." Mr. Spraker reviewed the development order process that includes (1) SPRC, (2) a neighborhood meeting, (3) Planning Board review and recommendation, and (4) City Commission action.

Mr. Spraker reviewed the application as follows:

1. Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
2. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed.
3. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities.
4. The City could elect to accept maintenance and liability of the beach walkover improvement.

Mr. Spraker stated that the following options exist:

1. Approve the request to amend the development order, at the request of the developer, to remove the condition that it construct and convey to the county the public sidewalk and beach ramp.
2. Deny the request for the amendment. This action causes a private entity to maintain a public improvement on private property.
3. The city agrees to accept the conveyance and/or dedication of the public improvement from the developer, contingent upon all applicable improvements. This would allow the city have exclusive control over the sidewalk and beach ramp. This is more a policy option for the City Commission versus a development related condition.

Another option is to seek to further to discuss the issue with Volusia County to determine if they would accept the improvement for maintenance and liability.

Mr. Spraker stated that the SPRC recommends approval of the PBD amendment application.

Board Discussion and Questions

Chairman Thomas stated that County Councilmen Kent has been a strong advocate for beach issues and access and asked if he has been made aware of this issue. Mr. Spraker stated that his understanding is that County Councilmen Kent has been made aware of this issue.

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Mr. Jorczak inquired if there was any estimate of the annual maintenance and liability costs associated with the sidewalk and beach walkover. He asked if there was a financial information of the costs if the City assumed the maintenance and liability of the improvement. Mr. Jorczak stated that the sidewalk and beach walkover would be a nice amenity to the beach.

Mr. Spraker stated that the maintenance and liability aspect would be a policy decision by the City Commission and is not within the scope of the development order review. Mr. Spraker stated Planning staff does not have a cost, but as seen with past hurricanes, beach walkovers can be destroyed with storm events. Mr. Spraker stated that there is also a potential unintended consequence of the City providing the maintenance and liability of beach access that may lead to the City being asked to maintain additional beach access points. He stated beach access and ramps are under the jurisdiction of Volusia County. Mr. Spraker stated that the development order options are approval or denial, but that the Planning Board can provide other policy recommendations to the City Commission if they desire.

Chairman Thomas asked that the Board could make a recommendation and in the recommendation state that the City should assume the maintenance of the sidewalk and beach walkover.

Attorney Hayes stated that the issue seems simple, but there are multi-layered issues. He stated that the issues include maintenance, liability, and jurisdiction. Attorney Hayes stated that there is also the interest of the developer whom likely does not care one way or another who maintains the improvement, but would put them in a precarious legal position if required to construct and maintain a public sidewalk/beach walkover on private property. Attorney Hayes recalled that Volusia County has been very sensitive to liability issues. He stated that Planning staff when they met with Volusia County, believed that the improvement was acceptable. Attorney Hayes stated that today, Volusia County staff has stated that they are not willing to accept the maintenance and liability for the sidewalk and beach walkover. He stated that if the City is interested in assuming the maintenance, there are issues such as jurisdiction, that would require written agreements. Attorney Hayes stated, as indicated by the Planning Director, the City assuming maintenance for the improvement is a policy issue for the City Commission and the Planning Board could provide a recommendation as an advisory Board. He stated as it relates the developer, they are seeking clarity for the direction they need to go for the purpose of constructing their project. Attorney Hayes stated it creates some significant legal issues on a private property owner with respect to the jurisdictional issues. He concluded that his understanding is that the developer is willing to construct the improvement, the issue is who would maintain the improvement.

Mr. Galloway stated one thing to consider is that the north side of the property has an existing beach access ramp. He stated that beach access is not being taken away because the Seminole Avenue beach approach exists. He stated that area of the beach has a lot of soft sand. Mr. Galloway stated that when we are discussing taking away a sidewalk, if there was not already an existing beach ramp access, then he would have a problem. He stated that there is a road/beach access abutting the property. Mr. Galloway stated that he understood Volusia County's position and there are a number of walkovers/beach access points that are still being repaired from past storms. He stated that he did not know why we would want a sidewalk when there is a roadway

ramp existing that is at least 20 feet wide. Mr. Galloway emphasized that he would rather walk down the roadway than a sidewalk with a beach walkover. He highlighted the maintenance issue with Andy Romano beachfront park and the stair walkover access. Mr. Galloway concluded that he is supportive of removing the sidewalk and beach walkover and utilizing the existing Seminole Avenue beach ramp.

Ms. Shull sought to verify if there is existing beach access in this area. Mr. Spraker confirmed that the Seminole Avenue beach approach is existing. Ms. Shull stated that the project is not taking away public beach access and that they were to add additional access. Mr. Spraker stated that this is correct and consistent with the Volusia County e-mail regarding beach access. He continued that the original concept was to expand the access with a dedicated pedestrian walkway. Ms. Shull stated her concern was to maintain the existing beach access.

Mr. Galloway stated that he did not believe that the City should be accepting liability for the sidewalk if Volusia County does not.

Applicant's Presentation

Mr. Robert Merrell, III, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated that he uses the Seminole Avenue beach approach and it is easy to walk down the approach. He stated, like Mr. Galloway stated, that he would walk down the beach approach versus a sidewalk and beach walkover. Mr. Merrell stated that other areas, such as Neptune, Standish, Amsden, and Rockefeller only have the beach ramp access. He stated that the project wanted to construct the improvement and thought it would be a good gesture if Volusia County or the City wanted it. Mr. Merrell stated that the project team is still willing to perform the construction.

Chairman Thomas stated that the applicant does not want to maintain the improvement. Mr. Merrell stated that he did not believe that it would be appropriate as a public improvement.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Ms. Shull motioned to approve PZ 2024-006, Ormond Beach Holdings, LLC., Planned Business Development Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

E. PZ 2024-009, RidgeHaven Subdivision, Final Plat

Mr. Spraker stated that this is a request for a final plat of a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. He stated the Planned Residential Development was approved with Ordinance 2023-26 and the preliminary plat with

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-37

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER: 4214-18-06-0011), KNOWN AS "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING A NORTH PROPERTY LINE SETBACK REDUCTION TO ALLOW THE CONSTRUCTION OF A PUBLIC SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is a request by Robert A. Merrell III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and Volusia County parcel number 4214-18-06-0010, along South Atlantic Avenue (approximately 0.76 acres).

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

   a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

      None. This is a Planned Business Development amendment to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed.

   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 Planned Business Development amendment to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed 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 Planned Business Development amendment to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. None. This is a Planned Business Development amendment to allow a north property line setback of 18' from the required 25' setback, previously reduced to 23.5' with Ordinance 2023-05 to allow the construction of a sidewalk and beach walkover improvement. No other amendments to the approved PBD development order are proposed.

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

December 3, 2024 - City Commission

Number: 9.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-38
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Alcoholic or Malted Beverage Manufacturer		
Summary:	This is a request by Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer. On August 20, 2013, the applicant amended the Land Development Code with Ordinance 2013-51 that created a definition, conditional use standards, and the zoning use for Malted Beverage Producer. The purpose of the amendment is to expand the allowed beverages that can be manufactured. The Planning Board reviewed the Land Development Code amendment at the October 29, 2024, meeting and unanimously (7-0) recommended approval.		
Financial Impact:	None.		
Citizen Impact:	There is no anticipated citizen impact as the result of the proposed Land Development Code amendment.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends approval of the amendment to the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-38 LDC Amend AMBM (P24-0218G) 2. 10.10.2024, AMBM, LDC Amendment 3. 10.29.2024, Draft Planning Board minutes, AMBM, LDC Amendment 4. Ordinance BIE, AMBM, LDC Amendment
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

ORDINANCE NO. 2024-38

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-32, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE DEFINITION OF MALTED BEVERAGE PRODUCER, AND AMEND THE NAME OF THE USE "MALTED BEVERAGE PRODUCER" TO "ALCOHOLIC OR MALTED BEVERAGE MANUFACTURER"; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words; and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District, of the City of Ormond Beach *Land Development Code* to amend the definition of malted beverage producer, and amend the name of the use "malted beverage producer" to "alcoholic or malted beverage manufacturer", and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 29, 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)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definition of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the *Land Development Code*, is hereby amended by adding the following underlined definition in the appropriate alphabetical order, and removing the following definition in strikethrough:

> *Alcoholic or malted beverage manufacturer* means a use that manufactures or produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed. These products may also include, but not be limited to, malt beverages, distilled spirits, seltzer, cider and wine.
>
> ~~*Malted beverage producer* means a use that produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed.~~

SECTION TWO. Subsection D, Conditional Uses, of Section 2-32, I-1, Light Industrial Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the *Land Development Code*, is hereby amended to read as follows:

D. Conditional Uses

1. Alcoholic or Malted Beverage Manufacturer ~~Auction Business~~
2. Auction Business ~~Business/Professional Offices~~
3. Business/Professional Offices ~~Clubs and Fraternal Organization~~

4. Clubs and Fraternal Organization ~~Dry Cleaning Plant and Systems~~

5. Dry Cleaning Plant and Systems ~~Flea Markets~~

6. Flea Markets ~~Garden Centers, and Nursery~~

7. Garden Centers and Nursery ~~Golf Course and Country Club~~

8. Golf Course and Country Club ~~House of Worship~~

9. House of Worship ~~Malted Beverage Producer~~

10. – 27. *(No change in existing text)*

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 3rd day of December, 2024.

PASSED UPON at the second and final reading of the City Commission, this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Ormond Brewing Company, Alcoholic or Malted Beverage Manufacturer
PZ-2024-000095

PLANNING BOARD DATE:	October 10, 2024
TENTATIVE CITY COMMISSION DATES:	December 3, 2024 (first reading) and January 7, 2025 (second reading)
APPLICANT:	Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company
PROJECT NUMBER:	PZ-2024-095
SUBJECT:	LDC amendment: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request by Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer.

SECTION 2, BACKGROUND: On August 20, 2013, the applicant amended the Land Development Code with Ordinance 2013-51 that created a definition, conditional use standards, and the zoning use for Malted Beverage Producer. The attached applicant letter states that the Ormond Brewing Company opened its doors in the fall of 2013 in a 1,000-square-foot warehouse with the ability to produce 100 gallons of beer at a time with two employees. The applicant's letter continues that the Ormond Brewing Company has grown to 7,000 square feet of manufacturing space that can produce 1,500 gallons of beer at a time, produces canned beer for distribution, and employs over fifteen people.

The applicant letter states that the alcoholic beverage market is ever-changing:

> "With the rise in popularity of seltzers, ciders, and vodka-based canned beverages, Ormond Brewing desires to stay competitive and on the cutting edge of the beverage industry. Up to this point, everything that Ormond Brewing has produced has been a malted beverage in which the initial Land Development Code was written to permit a "malt beverage producer." Changing the conditional use of I-1 zoning from "malt beverage producer" to "alcoholic or malted beverage manufacturer" would give Ormond Brewing the ability to expand their manufacturing into canned cocktails, spirits, and non-malted based beverages."

SECTION 3, ANALYSIS: Ordinance 2013-51 was an applicant-initiated Land Development Code amendment, as is the current amendment. The existing Malted Beverage Producer use is only within the I-1, Light Industrial zoning district. Ormond Brewing Company is the sole company under this use. The growth and development of Ormond Brewing Company are an example of a local business growing and expanding within the I-1, Light Industrial zoning district. The expansion to other alcoholic beverages would appear to be a natural progression of the business.

The proposed Land Development Code amendments are summarized below. The underlined text is an addition to the original text, and the strike-through is the deleted text of the amendment.

1. Amendment 1: Definition

Land Development Code section: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Proposed amendment with existing Land Development Code definition:

Alcoholic or Malted beverage ~~producer~~ manufacturer means a use that manufactures or produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed. These products may also include, but not be limited to, malt beverages, distilled spirits, seltzer, cider and wine.

Section 1-22 amendments

Alcoholic beverages ****No change in existing text****

Alcoholic or Malted beverage manufacturer means a use that manufactures or produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed. These products may also include, but not be limited to, malt beverages, distilled spirits, seltzer, cider and wine.

Alley ****No change in existing text****

****

Major structure, nonhabitable ****No change in existing text****

~~*Malted beverage producer* means a use that produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed.~~

Mangrove stand ****No change in existing text*****

2. Amendment 2: zoning use title only

Land Development Code section: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District.

Proposed amendment**:**

D. Conditional Uses

1. Alcoholic or Malted beverage manufacturer ~~Auction Business~~
2. Auction Business ~~Business/Professional Offices~~
3. Business/Professional Offices ~~Clubs and Fraternal Organization~~
4. Clubs and Fraternal Organization ~~Dry Cleaning Plant and Systems~~
5. Dry Cleaning Plant and Systems ~~Flea Markets~~
6. Flea Markets ~~Garden Centers, and Nursery~~
7. Garden Centers and Nursery ~~Golf Course and Country Club~~
8. Golf Course and Country Club ~~House of Worship~~
9. House of Worship ~~Malted Beverage Producer~~
10. – 27. ****No Change to Existing Text*****

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.**

   No development is proposed as part of the proposed amendment. The amendment would amend the use definition and title related to the existing Malted Beverage Producer use. The amendments to the Malted Beverage Producer use do not create undue crowding beyond the conditions normally permitted in the zoning district or adversely affect the public health, safety, welfare, or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the

Comprehensive Plan discusses 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 site-specific development and will not adversely impact environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed Land Development Code amendment does not approve site-specific development and will not impact surrounding properties. Ormond Brewing Company is an existing small business that has grown since 2013 and seeks to expand its beverage-producing abilities.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment does not approve site-specific development and would not negatively impact public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The proposed Land Development Code amendment does not approve site-specific development and would not impact traffic patterns.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed Land Development Code amendment does not approve site-specific development, and it does not impact the use of space or aesthetics.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed Land Development Code amendment does not approve any site-specific development, and there are no impacts on the safety of occupants or visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed Land Development Code amendment does not approve site-specific

development and does not impact neighborhood aesthetics.

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** amendments to Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words, and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer as follows:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.

Section 1-22:

*Alcoholic beverages ***No change in existing text****

Alcoholic or Malted beverage manufacturer means a use that manufactures or produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed. These products may also include, but not be limited to, malt beverages, distilled spirits, seltzer, cider and wine.

*Alley ***No change in existing text****

****

*Major structure, nonhabitable ***No change in existing text****

~~*Malted beverage producer* means a use that produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed.~~

*Mangrove stand ***No change in existing text****

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District.

Section 2-32:

D. Conditional Uses

1. Alcoholic or Malted beverage manufacturer ~~Auction Business~~
2. Auction Business ~~Business/Professional Offices~~
3. Business/Professional Offices ~~Clubs and Fraternal Organization~~
4. Clubs and Fraternal Organization ~~Dry Cleaning Plant and Systems~~
5. Dry Cleaning Plant and Systems ~~Flea Markets~~
6. Flea Markets ~~Garden Centers, and Nursery~~

7. Garden Centers and Nursery ~~Golf Course and Country Club~~
8. Golf Course and Country Club ~~House of Worship~~
9. House of Worship ~~Malted Beverage Producer~~
10. – 27. ****No Change to Existing Text****

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
Andrew C. Grant
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

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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)

September 16, 2024

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 S. Beach Street., Room 104
Ormond Beach, FL 32174

Re: Land Development Code Text Amendment
Definition Section – Alcoholic or Malted Beverage

Dear Steven:

As you know, it is this Firm's pleasure to represent Justin Robinson at Ormond Brewing Company in connection with their application for an Amendment to the Ormond Beach Land Development Code Definition Section to include Alcoholic or Malted Beverage Manufacturer.

Ormond Brewing Company opened its doors in the fall of 2013 in a 1,000 square foot warehouse with the ability to produce 100 gallons of beer at a time with 2 employees.

Over the past 11 years, Ormond Brewing has grown to their current 7,000 square foot manufacturing plant, can produce 1,500 gallons of beer at a time, produces canned beer for distribution onsite and employs over 15 local people. Ormond Brewing sells beer to over 100 restaurants and bars, more than 30 grocery stores, many convenience stores, and has continued to grow.

The alcoholic beverage market that Ormond Brewing Company competes in is ever-changing. With the rise in popularity of seltzers, ciders, and vodka-based canned beverages, Ormond Brewing desires to stay competitive and on the cutting edge of the beverage industry. Up to this point, everything that Ormond Brewing has produced has been a malted beverage in which the initial Land Development Code was written to permit a "malt beverage producer". Changing the conditional use of I1 zoning from "malt beverage producer" to "alcoholic or malted beverage manufacturer" would give Ormond Brewing the ability to expand their manufacturing into canned cocktails, spirits, and non-malt based beverages.

We look forward to working with you and your staff regarding this exciting Amendment. Please don't hesitate to contact me if you have any questions regarding this Application package.

Sincerely,

Robert A. Merrell III
Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com
Fax (386) 323-9207

RAM:ddl
Enclosures
cc: Ormond Brewing Company

Alcoholic or Malted beverage ~~producer~~ manufacturer means a use that manufactures or produces alcohol containing and non-alcoholic fermented beverages, in which the primary ingredient is the grain, or seed of the barley plant, which has been allowed to sprout in a traditional way, called malting, slightly before it is processed. These products may also include, but not be limited to, malt beverages, distilled spirits, seltzer, cider and wine.

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:*	Land Development Code Text Amendment *Complete fee sheet (page 3)		
Project Name:	Ormond Brewing LDC Text Amendment		
Project Address:			
Volusia County parcel number(s):			
Description:	LDC Text Amendment to Definition Section to include Alcoholic or Malted Beverage Manufacturer		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Cobb Cole/Robert A. Merrell III, Esquire
Address:	One Daytona Boulevard, Suite 600
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	386/323-9263
E-mail:	Rob.Merrell@CobbCole.com

APPLICANT INFORMATION

Same as project coordinator	[X]	**Same as property owner**	[ ]
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

Robert A. Merrell III, Esquire

STATE OF FLORIDA

COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 16th day of September, 2024, by Robert A. Merrell III, Esquire as Attorney (title*) for Ormond Brewing Company (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

DEBORAH D. LACROIX
Commission # HH 237824
Expires April 8, 2026

_____

Notary Public, State of Florida

My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
☐	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☐	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
		TOTALS:		

Planning Board minutes from October 29, 2024

ITEM:

PZ-2024-094

Land Development Code (LDC) Amendment

Ormond Brewing Company, Alcoholic or Malted Beverage Manufacturer

Recommended for Approval (7-0)

Board Discussion and Questions

Chairman Thomas brought it up to the Board for discussion and questions and entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000093 – Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. PZ-2024-000094 – Land Development Code Amendment, Alcoholic or Malted Beverage Manufacturer

Mr. Steven Spraker, Planning Director, explained the request by Mr. Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer, to alcoholic or malted beverage manufacturer. Mr. Spraker stated that the business created a zoning district definition may have been too restrictive. The business is growing and this will assist in increasing their business and use. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about the purpose for changing the Land Development Code (LDC) and why a variance could not be applied for. Mr. Spraker replied that there is no use variance and explained that in order to change the use definition, the Land Development Code (LDC) needs to be amended. He added that it is a unique use and the only business that does this type of use. It was discussed that the definition and use was created in 2013 by the applicants. Mr. Spraker further elaborated on it in saying that they are an example of a small business that has been successful and have run into a roadblock, therefore needing the change. The existing use is only malted beverage. This will expand beverage production through amending the original definition and change the use classification.

Applicant's Presentation

Mr. Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, commented that the business has been successful and have created camaraderie among citizens that have been there. He explained that when the business owners wrote the Land Development Code (LDC) provisions, it was then focused on the beer part of it and have since introduced seltzers and ciders, lighter options. Mr. Merrell encouraged the Board to support it and enjoy a seltzer or cider in the future.

DRAFT

Board Discussion and Questions

Ms. Shull had questions for the applicant, in asking if the production is onsite. She also asked about the details in how the waste and wastewater from production is handled, and if it goes in the air.

Mr. Justin Robinson, Ormond Brewing Company, explained that production is 100 percent onsite. Currently they work with malt beverage and have dabbled in some seltzers and ciders and use sorghum, a sugar/grain, which falls under malt. He added that they are trying to do straight seltzers and ciders that are apple and pear-based, and dextrose-bases. Mr. Robinson stated that they applied for additional licensing through the Federal and State Government but are at a standstill because the city would not allow it. He continued that the waste product from distillation has a biproduct with fermentation in making the beer, where 95 percent of the product is consumable, and with distillate, a certain percentage is separated, which goes into wastewater, but is basically just water with very small various components. He added that it is consumable. He concluded that nothing goes into the air, other than water vapor.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000094 – Land Development Code Amendment, Alcoholic or Malted Beverage Manufacturer. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

VIII. PUBLIC COMMENTS

Chairman Thomas asked if there were any other comments.

(Two-Minute Breaktime)

Mr. Mike Gentry, 10 Indian Springs Drive, spoke on the stormwater issues experienced out off of Tymber Creek Road. He said that his house was built in 2000, and that during Hurricane Ian and within two weeks of when Avalon Park first leveled the property across from the entrance to Breakaway Trails, he could spit across the spring that runs behind his home. He explained that the water runs along the north side of State Road 40. When State Road 40 was 4-laned, the sand was sucked out from behind their house with a large vehicle. After the first large rain it all came back. Mr. Gentry stated that when Avalon Park was cleared for the first time water touched the back of his pool wall and was like a river. When going to State Road 40 following the storm passing he said that he discovered the berm that runs along southside of State Road 40 was completely coming over in front of the drain that runs in front of the drainage pond to the west of Riverbend Church, into the drain that runs directly into the spring that runs behind his house. Mr. Gentry further explained that this time with two lanes of State Road 40, going east, both were covered for three to four hours as the water eventually drained over but was behind his house for three week and then went down to its normal size. He stated that he discovered that there is a drain in the median where the water runs from Breakaway Trails and the intersection of Tymber Creek and State Road 40 in the middle, the drainage on the other side that comes from the retention pond and the ditch that runs from Breakaway and the drainage ditch on the north side of State Road 40 from Il Villaggio on Breakaway on that side, and then from Coquina Church down from Tymber Creek. Mr. Gentry stated that all of that water is coming from

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-38

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS; AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-32, I-1, LIGHT INDUSTRIAL ZONING DISTRICT, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF MALTED BEVERAGE PRODUCER, AND AMEND THE NAME OF THE USE "MALTED BEVERAGE PRODUCER" TO "ALCOHOLIC OR MALTED BEVERAGE MANUFACTURER"; 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 a request by Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer and (2) amend the name of the use malted beverage producer to alcoholic or malted beverage manufacturer.

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 Alcoholic or Malted Beverage Manufacturer.

   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 Alcoholic or Malted Beverage Manufacturer. 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 Alcoholic or Malted Beverage Manufacturer. 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 Alcoholic or Malted Beverage Manufacturer.

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

December 3, 2024 - City Commission

Number: 9.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-39
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Love's Having Fun (Destination Daytona), First Amended PBD		
Summary:	This is a request from Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop LLC, for the first city amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane. The application seeks to amend the existing development order to allow a tattoo establishment. No other amendments, changes, or construction are sought for the application. The second phase of Destination Daytona allows tattoo establishments as a permitted use. A tattoo establishment was previously allowed in the project area when the project was located in Volusia County. There has been an e-mail of objection that is included in the Planning Board minutes. The Planning Board reviewed the Planned Business Development amendment at the October 29, 2024 meeting and unanimously (7-0) recommended approval.		
Financial Impact:	None.		
Citizen Impact:	The tattoo use existed previously within the Planned Development when the project was in Volusia County. There are no residential uses within the project area and no negative citizen impacts are anticipated.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended approval of the first city amendment of the Love's Having Fun BPUD to allow a tattoo establishment to be a permitted use within the Planned Business Development.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-39 First Amendment, Dest. Dayt. Love's Having Fun (P24-0216G) 2. First Amended DO Love's Having Fun 3. Exhibit A, Legal Description 4. 10.10.2024, DD Tattoo Use 1st PBD Amendment, PB Staff Report 5. 10.29.2024, Draft Planning Board minutes, DD PBD Amendment 6. Ordinance BIE, DD PBD Amendment
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

ORDINANCE NO. 2024-39

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED WEST OF I-95, NORTH OF U.S. HIGHWAY 1, AND BISECTED BY DESTINATION DAYTONA LANE, KNOWN AS THE "LOVE'S HAVING FUN BPUD (DESTINATION DAYTONA)"; AUTHORIZING A TATTOO ESTABLISHMENT AS A PERMITTED USE WITHIN THE PLANNED BUSINESS DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, MOI Daytona Hotel Prop, LLC, a Florida limited liability company, is the owner of real property ("Applicant/Property Owner") within the Love's Having Fun BPUD (Destination Daytona) planned development ("Love's Having Fun BPUD") located west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (the "ISBA") with the County of Volusia on August 19, 2014, effective August 28, 2014 (recorded in Official Records Book 7026, Pages 878 through 895, inclusive, of the Public Records of Volusia County, Florida) for the North U.S. Highway 1 area that included the Love's Having Fun BPUD, and

WHEREAS, Ordinance 2015-14, adopted by the City Commission on April 7, 2015, approved of four (4) zoning map amendments for various planned developments within the

ISBA that were previously approved by the County of Volusia, including the Love's Having Fun BPUD, and

WHEREAS, Ordinance 2015-14 provided the Love's Having Fun BPUD with a Planned Business Development Ormond Beach zoning designation (said Ordinance being recorded in Official Records Book 7174, Pages 140 through 348 of the Public Records of Volusia County, Florida), which incorporated the previous Volusia County development orders for the project (said previous development orders recorded within Ordinance 2015-14 in Official Records Book 7174, Pages 166 through 268, inclusive, of the Public Records of Volusia County, Florida), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a First Amended Development Order for the Ormond Beach Planned Business Development to allow a tattoo establishment as a permitted use within the Planned Business Development on the Property, consisting of approximately 51.90 acres, known as "Love's Having Fun BPUD (Destination Daytona)", and

WHEREAS, the tattoo establishment use was previously allowed within Love's Having Fun BPUD by Volusia County with the issuance of a Business Tax Receipt. The Business Tax Receipt issued by Volusia County has expired and a new business seeks to re-establish the tattoo establishment use, and

WHEREAS, the Planning Board held a public hearing on October 29, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the Land Development Code and provided a recommendation of the application, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The amended land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The amended development is consistent with the *Comprehensive Plan*;

(3) The amended development will not adversely impact environmentally sensitive lands or natural resources,

including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

(7) The amended development is functional in the use of space and aesthetically acceptable;

(8) The amended development provides for the safety of occupants and visitors;

(9) The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a First Amended Planned Business Development (PBD) Development Order for the "Love's Having Fun BPUD (Destination Daytona)" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached First Amended Development Order for the Love's Having Fun BPUD (Destination Daytona) Planned Business Development to allow a tattoo establishment as a permitted use within the Planned Business Development on the Property, consisting of approximately 51.90 acres.

SECTION THREE. Ordinance 2015-14, adopted by the City Commission on April 7, 2015, which provided the Love's Having Fun BPUD with a Planned Business Development Ormond Beach zoning designation (said Ordinance being recorded in Official Records Book 7174, Pages 140 through 348 of the Public Records of Volusia County, Florida), and incorporated the previous Volusia County development orders for the Love's Having Fun BPUD (said previous development orders recorded within Ordinance 2015-14 in Official Records Book 7174, Pages 166 through 268, inclusive, of the Public Records of Volusia County, Florida), shall remain in full force and effect and shall be strictly complied with, except as amended by this First Amended Planned Business Development Development Order to allow a tattoo establishment as a permitted use within the Planned Business Development.

SECTION FOUR. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the Love's Having Fun BPUD (Destination Daytona) Planned Business Development.

PASSED UPON at the first reading of the City Commission this 3rd day of December, 2024.

PASSED UPON at the second and final reading of the City Commission this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	MOI Daytona Hotel Prop, LLC, a Florida limited liability company
	Application No.	PZ-2024-000093
	Project Name:	Love's Having Fun BPUD (Destination Daytona)
	Location:	Destination Daytona, Phase 1, west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane

FIRST AMENDED PLANNED BUSINESS DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on December 3, 2024 and January 7, 2025, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The amended development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The amended development is consistent with the *Comprehensive Plan*;

3. The amended development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The amended development is functional in the use of space and aesthetically acceptable;

8. The amended development provides for the safety of occupants and visitors; and

9. The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of MOI Daytona Hotel Prop, LLC, a Florida limited liability company ("Applicant/Property Owner") for a First Amended Development Order for a Planned Business Development known as "Love's Having Fun BPUD (Destination Daytona)", located at Destination Daytona, Phase 1, west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to allow a tattoo establishment as a permitted use within the Planned Business Development on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. Ordinance 2015-14, adopted by the City Commission on April 7, 2015, which provided the Love's Having Fun BPUD with a Planned Business Development Ormond Beach zoning designation (said Ordinance being recorded in Official Records Book 7174, Pages 140 through 348 of the Public Records of Volusia County, Florida), and incorporated the previous Volusia County development orders for the Love's Having Fun BPUD (said previous development orders recorded within Ordinance 2015-14 in Official Records Book 7174, Pages 166 through 268, inclusive, of the Public Records of Volusia County, Florida), shall remain in full force and effect

and shall be strictly complied with, except as amended by this First Amended Planned Business Development Development Order to allow a tattoo establishment as a permitted use within the Planned Business Development.

B. 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.

C. This First Amended Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7th day of January, 2025.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A" PAGE 1 OF 2

LEGAL DESCRIPTION

A PORTION OF SECTIONS 25, 26, AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 25 RUN N04°32'54"W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2.54 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N49°54'01"W ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 183.94 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°22'05", A CHORD BEARING OF N84°24'57"E, AND A CHORD DISTANCE OF 35.77 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE RUN NORTHEASTERLY ALONG SAID ARC A DISTANCE OF 39.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 41°29'29", A CHORD BEARING OF N17°59'10"E, AND A CHORD DISTANCE OF 247.95 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 253.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 00°11'34", A CHORD BEARING OF N02°39'47"W , AND A CHORD DISTANCE OF 2.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2.10 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 25; THENCE N04°32'54"W ALONG SAID WEST LINE A DISTANCE OF 1233.32 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°18'15"E A DISTANCE OF 1378.33 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO.95 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 79002; THENCE S01°08'35"W ALONG THE SAID WESTERLY LINE A DISTANCE OF 900.09 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA AS SHOWN ON SAID RIGHT-OF-WAY MAP AND RECORDED IN OFFICIAL RECORD BOOK 4878, PAGE 1191 AND OFFICIAL RECORD BOOK 4779, PAGE 1032 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID RETENTION AREA THE FOLLOWING COURSES AND DISTANCES: N88°51'25"W A DISTANCE OF 384.10 FEET; THENCE S01°39'54"E A DISTANCE OF 580.95 FEET; THENCE S88°51'25"E A DISTANCE OF 355.64 FEET TO A POINT OF INTERSECTION WITH THE SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO.95; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: S17°50'32"W A DISTANCE OF 123.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE S17°50'32"W A DISTANCE OF 189.71 FEET; THENCE S39°42'07"W A DISTANCE OF 490.90 FEET; THENCE S88°14'59"W A DISTANCE OF 180.66 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO.1; THENCE N49°55'58"W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 821.55 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE N49°55'58"W ALONG SAID NORTHEASTERLY LINE OF SAID U.S. HIGHWAY NO.1 A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 2,260,746 SQ. FT. OR 51.90 ACRES MORE OR LESS

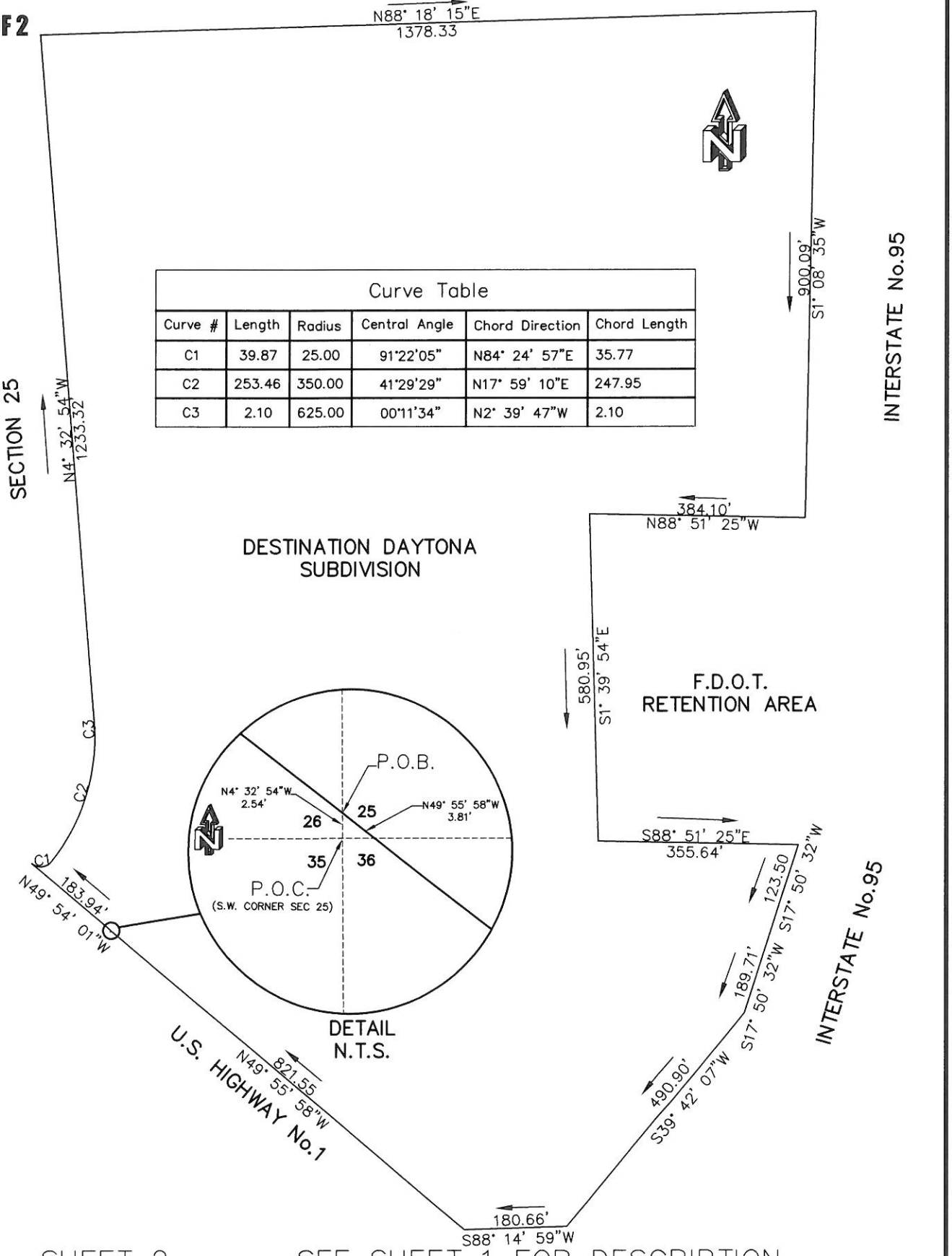
SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 12/8/14	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: DESTDAYT
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

PAGE 2 OF 2

SKETCH OF DESCRIPTION



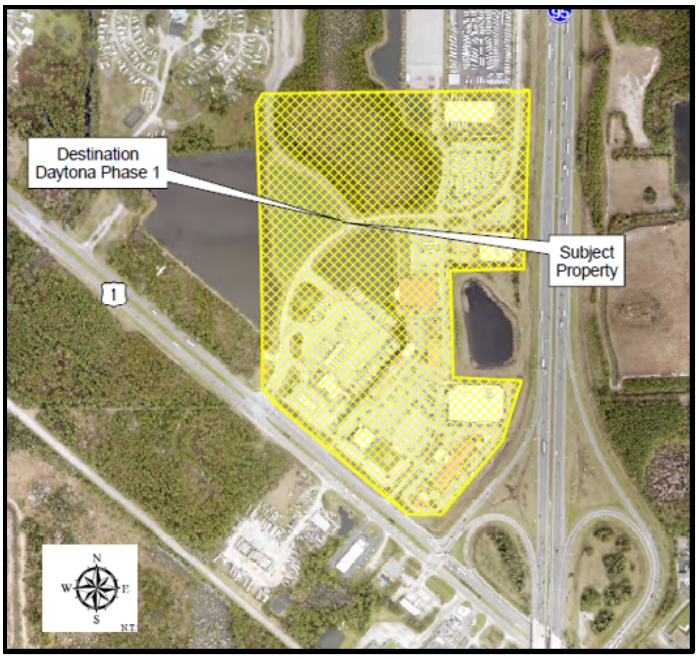
Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	39.87	25.00	91°22'05"	N84° 24' 57"E	35.77
C2	253.46	350.00	41°29'29"	N17° 59' 10"E	247.95
C3	2.10	625.00	00°11'34"	N2° 39' 47"W	2.10

SHEET 2 SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 12/8/14	PROJECT NO.:
SCALE: N.T.S.	FILE NAME: DESTDAYT
SHEET: 2 OF 2	DRAWN BY: CO

PLANNING BOARD
STAFF REPORT
Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment
Project Number: PZ 24-00000-094

PLANNING BOARD DATE:	October 10, 2024
TENTATIVE CITY COMMISSION DATE:	December 3, 2024 (first reading) and January 7, 2025 (second reading)
APPLICANT:	Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop LLC
LOCATION:	Located west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane
REQUEST:	The first amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD) was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

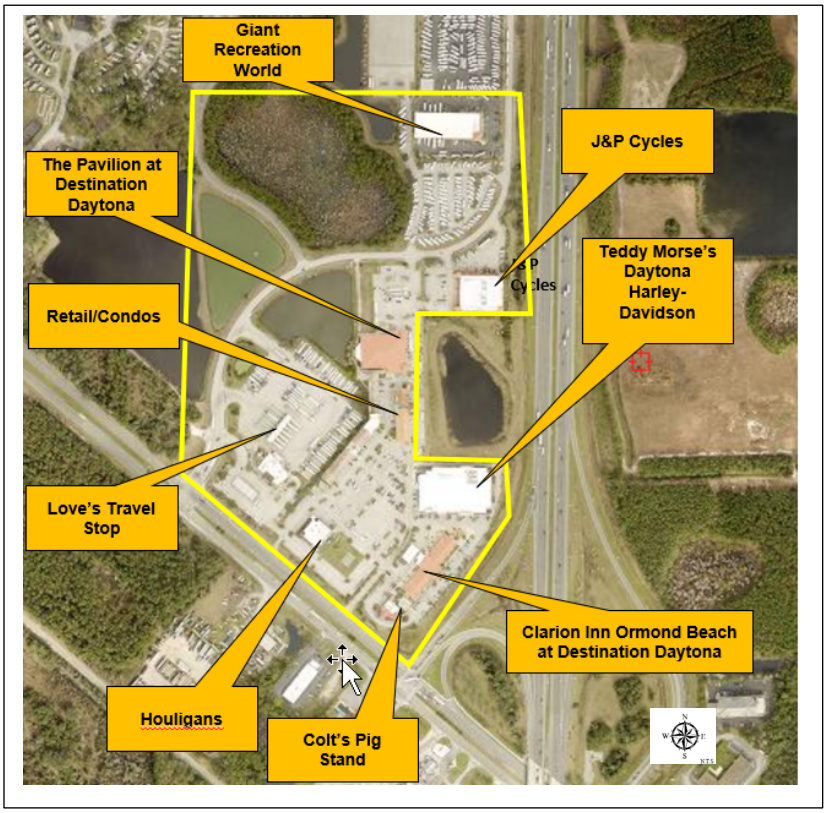
SECTION 1, INTRODUCTION:

This is a request from Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop LLC, for the first city amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.

SECTION 2, BACKGROUND:

The subject area is located west of I-95, north of U.S. 1, and is bisected by Destination Daytona Lane and is generally known as Destination Daytona, Phase 1. There is a second phase of the project located north of Phase 1. Destination Daytona includes businesses such as Teddy Morse's Harley Davidson, J&P Cycles, Love's Travel Stop, Houligans, Colt's Pig Stand, hotels, retail, and condominiums. Exhibit 1 shows the Destination Daytona project area:

EXHIBIT 1: Destination Daytona project area



A development history for Destination Daytona is provided below:

- On September 24, 2004, the Volusia County Council approved the Love's/Having Fun BPUD (Business Planned Unit Development) with Resolution 2004-100. Key aspects of this development order include:

1. The total project area is 51.897 acres.
2. Section D of the development order included the permitted uses within the project area.
3. The development order specifically allowed itinerant merchants and outdoor entertainment.
4. The project included specific sign standards, included as Exhibit "F".
5. The City of Ormond Beach would be the utility provider for the project located in unincorporated Volusia County.
6. Project architecture was approved in Section S of the development order, included as Exhibit "G".
7. Uses in the project area included Destination Daytona, Love's Travel Stop, and J&P Cycles.

- On April 19, 2005, the City Commission authorized Resolution 2005-87 that approved an Annexation Agreement for Ormond Beach to provide utilities to the project.
- On May 24, 2007, the Volusia County Council approved an amendment to the Love's/Having Fun BPUD with Resolution 2007-97. The amendment pertained to lot 3 of the project area and included an unenclosed pavilion and additional uses.
- On August 19, 2014, the City Commission approved Ordinance 2014-27 that authorized the execution of the Interlocal Service Boundary Agreement with Volusia County regarding the North U.S. 1 Joint planning area. The Ordinance also approved a Planning and Services Delivery Sub-Agreement and itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting, and code enforcement of the Interlocal Service Boundary Agreement for properties within Ormond Beach and unincorporated Volusia County.
- On August 28, 2015, the City Commission approved Ordinance 2015-36 that annexed the Love's/Having Fun BPUD area (Destination Daytona, Phase 1) into Ormond Beach.
- On April 7, 2015, the City Commission approved Ordinance 2015-14, a zoning map amendment that assigned the Love's/Having Fun BPUD project area the city's Planned Business Development (PBD) zoning district and included the Volusia County approvals, Volusia County Resolutions 2004-100 and 2007-97. Ordinance 2015-14 includes several Planned Developments that were assigned city zoning designations as part of the Interlocal Service Boundary Area agreement. There have been no additional zoning amendments for the Love's/Having Fun BPUD project area.

City staff received an inquiry for a tattoo establishment at 1637 North U.S. Highway 1, Suite 107. The inquiring individual stated that previous tattoo use was permitted at this location and that they were looking to re-establish it. Planning staff reviewed the zoning documents and determined that the tattoo establishment was not included in the

permitted uses. City planning staff inquired with Volusia County staff if there were any records of the previous tattoo use. Volusia County staff stated,

> "A Business Tax Receipt for Asylum Studios of Daytona, LLC (20070220020) was signed off for a tattoo parlor at 1653 North US Highway 1, Suite 107, Ormond Beach, on February 20, 2007, based on the 2004 interpretation that Tattoo Parlors are a retail service similar to Beauty Salon. Barber and Beauty Shop is permitted use in the Love's Having Fun BPUD (Destination Daytona)."

City staff stated to the applicant that an amendment to the development order would be needed for the tattoo establishment use.

SECTION 3, ANALYSIS:

The Land Development Code defines a tattoo establishment as "a permanent location, place, area, structure, or business where tattooing is performed." The Land Development Code definition of a tattoo is "a mark or design made on or under the skin of a human being by a process of piercing and ingraining a pigment, dye, or ink in the skin, as that term is defined in F.S. § 381.00771. Within the Land Development Code, a tattoo establishment is allowed as a conditional use within the B-5, Service Commercial zoning district.

The application seeks to amend the existing development order to allow a tattoo establishment. No other amendments, changes, or construction are sought for the application. The second phase of Destination Daytona allows tattoo establishments as a permitted use. As stated previously, a tattoo establishment was previously allowed in the project area when the project was located in Volusia County. Staff believes that the tattoo establishment use is appropriate within the Destination Daytona project area.

The project site is designated "Low Intensity Commercial" on the city's Future Land Use Map and is zoned PBD, Planned Business Development. 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	Destination Daytona, Phase 2	"Low Intensity Commercial"	PBD, Planned Business Development
South	Across US1, commercial uses	"Low Intensity Commercial" and "Tourist Commercial"	B-5, Service Commercial B-7, Highway Tourist Commercial
East	I-95	NA	NA
West	Encore Sunshine Daytona RV Resort	"Low Intensity Commercial"	B-7, Highway Tourist Commercial

SECTION 4, CONCLUSION:

Specific criteria must be evaluated before a Planned Development amendment can be approved. According to Chapter 1, Article I, Section 1-15(C)(3) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed amendment conforms to the standards of the Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life. The amendment solely allows the tattoo establishment use within the project area.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The property is designated as "Low-Intensity Commercial" on the City's Future Land Use Map (FLUM). The project area is an entertainment area with no residential uses. 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 water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants, and animal species or species of special concern, wellfields, and individual wells.**

   The project area is an existing developed site, and the amendment is solely for the tattoo establishment's use. The proposed amendment will have no impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed amendment seeks to add the tattoo establishment use as a permitted use in the Love's/Having Fun development order. The proposed amendment would not impact the value of surrounding properties, which previously existed in the project area.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed amendment seeks to add the tattoo establishment use as a permitted use in the Love's/Having Fun development order. The proposed amendment would not impact public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where**

available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The proposed amendment seeks to add the tattoo establishment use as a permitted use in the Love's/Having Fun development order. The proposed amendment would not impact traffic patterns in the subject property.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed amendment seeks to add the tattoo establishment use as a permitted use in the Love's/Having Fun development order. The proposed amendment does not impact the use of space or aesthetics.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed amendment is not related to a specific development and does not impact the safety of occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and its aesthetics.**

   The proposed amendment is not related to a specific development and does not impact materials or architectural features.

10. **The testimony provided at public hearings**.

    This application has not been heard at a public hearing and no public testimony has been provided.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the first city amendment of the Love's Having Fun BPUD to allow a tattoo establishment to be a permitted use within the Planned Business Development.

Attachments:

Attachment 1: Project maps
Attachment 2: Applicant Information
Attachment 3: Approved Planned Business Development, Ordinance 2015-14

ATTACHMENT 1

Project Maps



AERIAL MAP
DESTINATION DAYTONA PHASE 1
(+/- 51.9 ACRES)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 16, 2024

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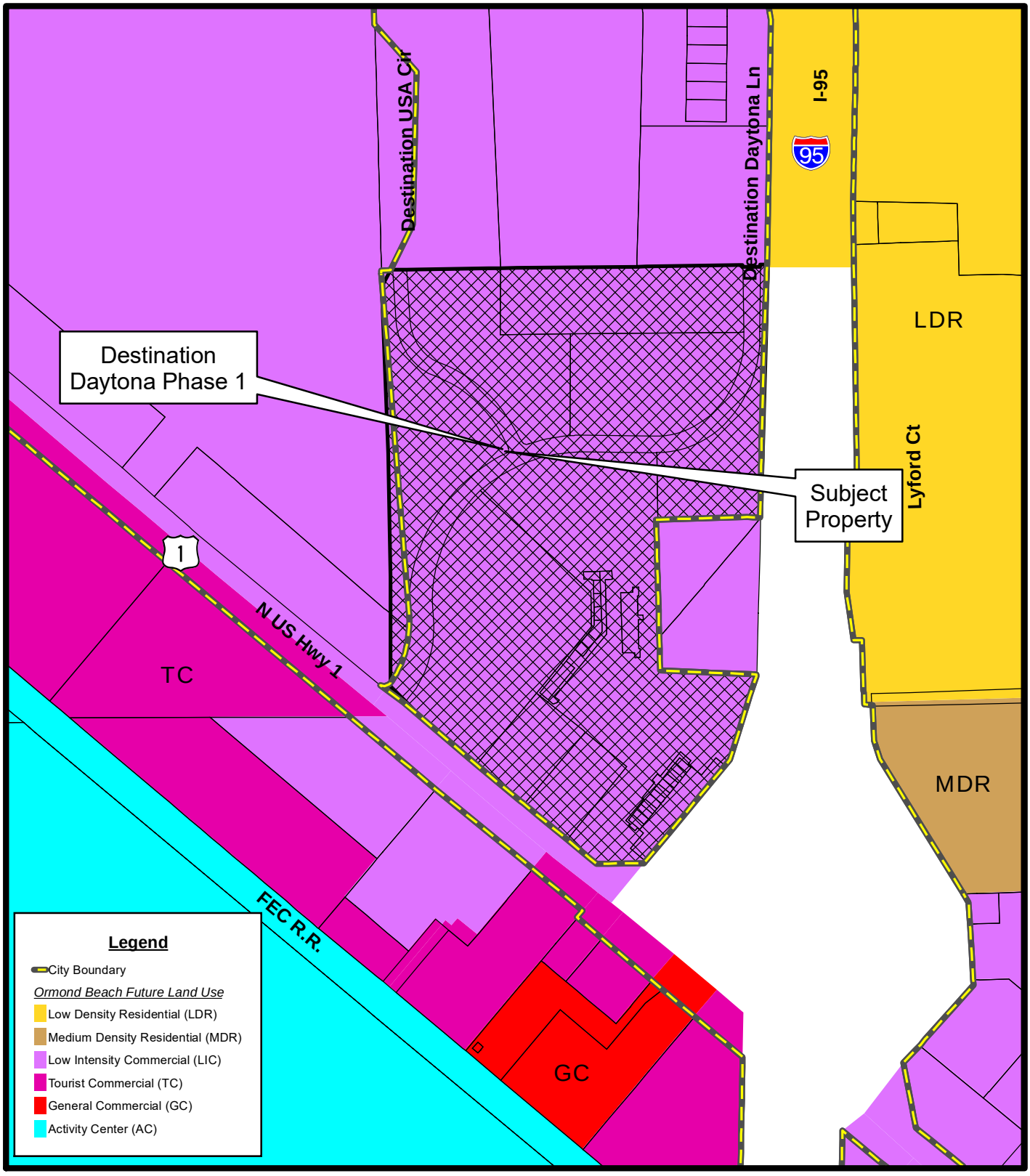

FUTURE LAND USE MAP
DESTINATION DAYTONA PHASE 1
(+/- 51.9 ACRES)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 16, 2024

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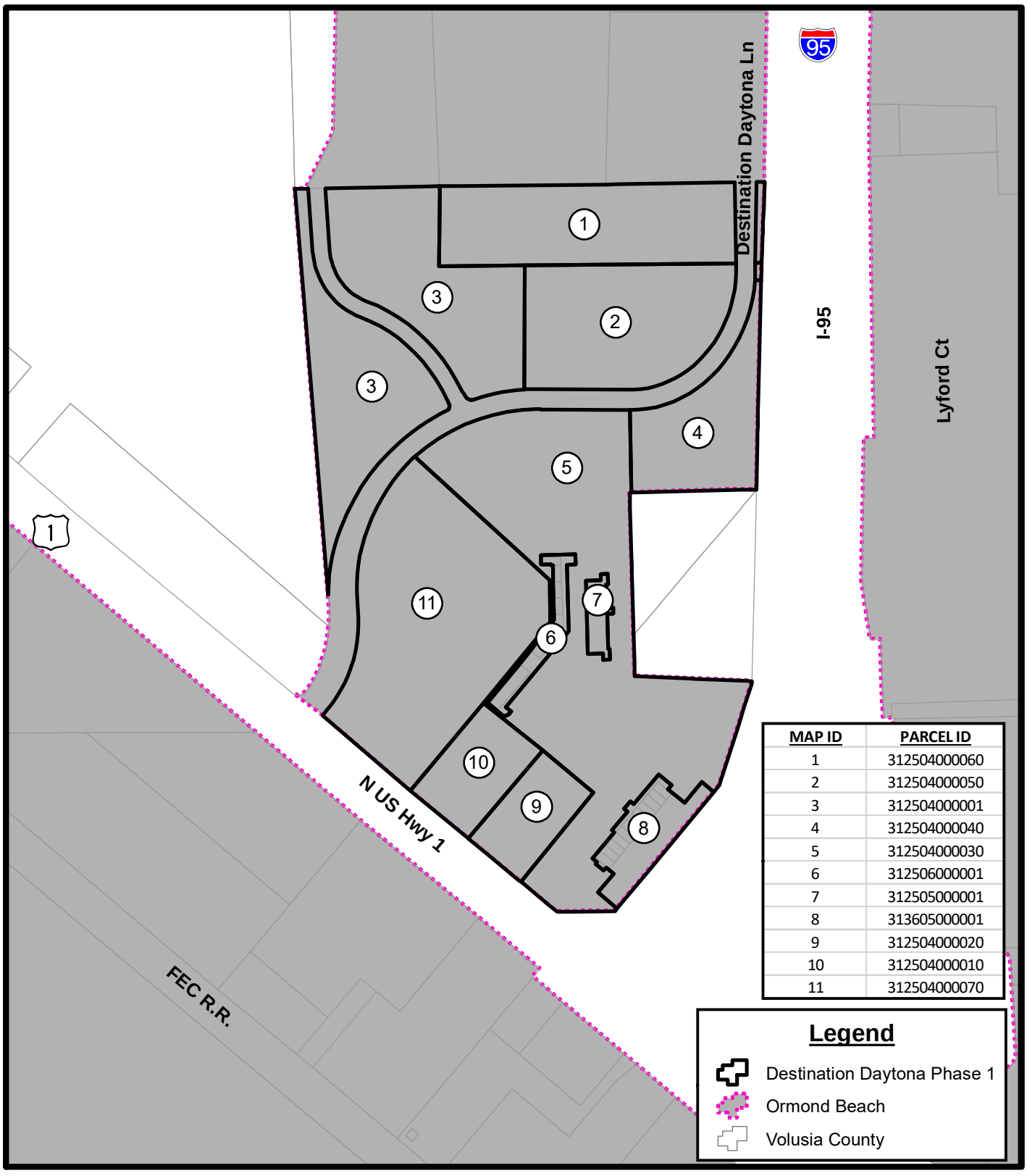

PARCEL MAP
DESTINATION DAYTONA PHASE 1

Prepared By: The City of Ormond Beach
G.I.S. Department - September 19, 2024

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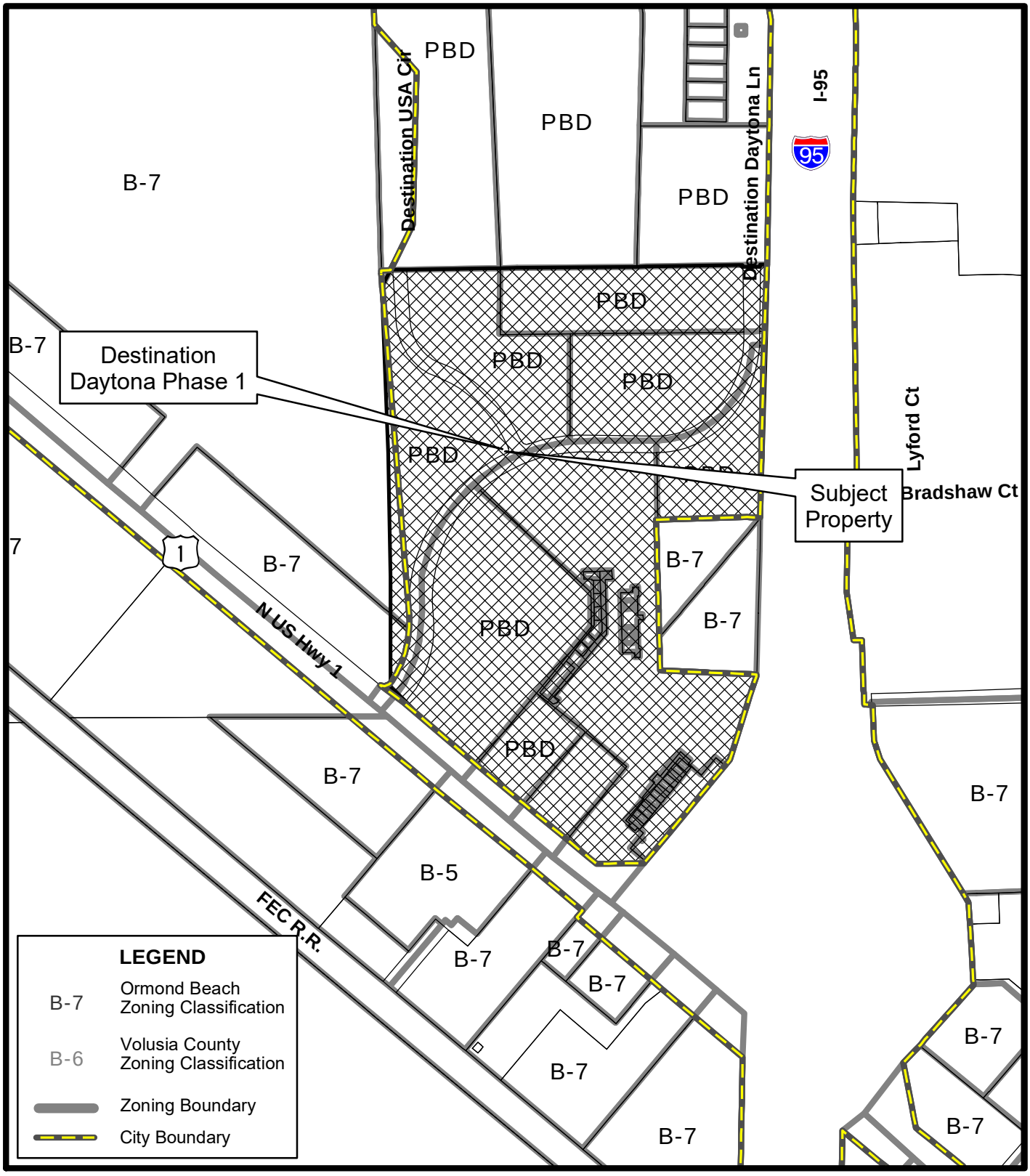

ZONING MAP
DESTINATION DAYTONA PHASE 1
(+/- 51.9 ACRES)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 16, 2024

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ATTACHMENT 2

Applicant Information

To: City of Ormond Beach

From: Dean Pepe, General Counsel & Randy Hoffman, COO - Teddy Morse's Destination Daytona

Date: September 13, 2024

Re: Request for Planned Development, major amendment

We are requesting the addition of "Tattoo establishment" which allows "tattoos or tattooing" to the Love's Having Fun - Destination Daytona BPUD.

Tattoo establishment means a permanent location, place, area, structure, or business where tattooing is performed.

Tattoo or *tattooing* means a mark or design made on or under the skin of a human being by a process of piercing and ingraining a pigment, dye, or ink in the skin, as that term is defined in F.S. § 381.00771.

In 2007, and prior to annexation into the City of Ormond Beach, a tattoo shop was built in Destination Daytona, a sublease was signed, and a subtenant by the name of Asylum Tattoo began operating there and did so until approximately 2020. In 2007, Asylum applied to the County and per the County records: "A Business Tax Receipt for Asylum Studios of Daytona, LLC (20070220020) was signed off for a tattoo parlor at 1653 North US Highway 1, Suite 107, Ormond Beach on February 20, 2007, based on the 2004 interpretation that Tattoo Parlors are a retail service similar to Beauty Salon. Barber and Beauty Shop is a permitted use in the Love's Having Fun BPUD (Destination Daytona)."

Since 2020, the tattoo shop has been unoccupied but the tenant has located another tattoo company that was ready to sign a lease and commence with tattooing in the same location that operated for approximately 13 years. Unbeknownst to all involved, the BPUD does not include tattoo services and the current interpretation of the City code does not follow what the County did in 2007.

Tattoo services was, and still is, an absolute perfect fit for Destination Daytona considering that it is located on property with Teddy Morse's Daytona Harley-Davidson and is next door to Love's Travel Plaza and other businesses that cater to the motorcycle community. With today's economy, it really makes sense to be able to add a tenant that can conduct business in such an advantageous location and thereby add to the success of the property owner, the tenant and the tattoo business. We would sincerely appreciate approval of the Amendment.

Thank you,

Dean G. Pepe, General Counsel

MOI Daytona Hotel Prop LLC

1637 N. U.S. HWY 1 | ORMOND BEACH, FLORIDA 32174 | PHONE: 386-671-7100 | WWW.DAYTONAHARLEYDAVIDSON.COM

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:*	Planned Development, major amendment *Complete fee sheet (page 3)		
Project Name:	Love's / Having Fun BPUD		
Project Address:	1637 N US HIGHWAY 1		
Volusia County parcel number(s):	312504000030		
Description:	The addition of "Tattoo establishment" which allows "tattoos or tattooing."		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Dean G. Pepe, General Counsel
Address:	1635 N US Highway 1
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	386.341.2638
E-mail:	DeanPepe@tmdhd.com

APPLICANT INFORMATION

Same as project coordinator	☐	**Same as property owner**	☑
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☐
Name:	MOI Daytona Hotel Prop LLC		
Address:	1637 N US Highway 1		
City, State, Zip code:	Ormond Beach, FL 32174		
Telephone:	386.341.2638		
E-mail:	DeanPepe@tmdhd.com		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 13th day of September, 2024, by Dean Pepe as General Counsel (title*) for MOI Daytona Hotel Prop LLC (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

Helen R Nolan

Notary Public, State of Florida

My Commission Expires:

HELEN R. NOLAN
MY COMMISSION # HH 336025
EXPIRES: March 25, 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:		$3,400

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Page: 174

C. Phases of Development. The parties intend to develop the infrastructure for the BPUD simultaneously and jointly. Individual buildings and signage within the BPUD may be developed at individual rates. The parties agree that prior to the issuance of a certificate of occupancy for any of the buildings within the BPUD infrastructure (e.g., ingress, egress, parking, landscaping, water and sewer) for the BPUD shall be complete or bonded for completion so as to allow the safe operation and occupancy of the buildings within the BPUD.

D. Land Uses Within the BPUD. The following uses shall be permitted within the BPUD:

Automotive service stations, Type A
Bars as accessory uses to hotels and restaurants,
Barber and beauty shops,
Condominium Hotel,
Communication towers,
Convenience stores, with or without fuel dispensers,
Cultural art centers,
Essential utility services,
Exempt excavations (refer to section 817.00(o) Ord. #80-8/article VIII Ord. #88-3),
Exempt landfills (refer to section 817.00(p) Ord. #80-8),
Fire stations,
General Offices
General retail sales,
Hotels/motels,
Laundry and dry cleaning establishments, (drop-off/pick-up only; no chemical cleaning plant on site

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Book: 7174
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Itinerant Merchants [1],

Libraries,

Motorcycle sales and service, excluding outdoor paint of bodywork, rebuilding or reconditioning of engines.

Museums,

Nightclubs,

Outdoor entertainment [2],

Publicly owned or regulated water supply wells,

Restaurants, (restaurants with drive through facilities are permitted provided they oriented and screened from the public right-of-way) [3],

Retail specialty shops,

Theaters,

Truck Stop.

Tattoo establishment

Proposed amendment to add Tattoo establishment to list of permitted uses

E. Development Standards.

1. Minimum lot size	One Acre
2. Minimum yard size (building) [4]:	
a. Front yard:	40 ft.
b. Rear yard:	25 ft.
c. Side yard (east):	10 ft.
d. Side yard (west):	10 ft.
3. Maximum lot coverage:	40 percent.
4. Maximum building height:	70 ft.

[1] Itinerant Merchants shall be permitted as allowed by Composite Exhibit "D" which is attached hereto and incorporated herein by reference.
[2] Outdoor Entertainment shall be permitted as allowed by Composite Exhibit "E" which is attached hereto and incorporated herein by reference.
[3] Restaurants shall include or be allowed drive-through facilities.
[4] The setbacks listed are for general purposes. In the event of a conflict between a setback listed above or a lesser setback or buffer shown by the Master Plan, the Master Plan shall control. The listed setbacks may be diminished by the Master Plan and the setbacks illustrated by the Master Plan.

ATTACHMENT 3

Approved Planned Business Development, Ordinance 2015-14

Note Ordinance 2015-14 contains multiple projects that were zoned Volusia County Planned Development as part of the zoning of the Interlocal Service Boundary Agreement. The only applicable planned development to this application is the Love's/Having Fun BPUD.

10/14/2015 08:22 AM
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Book: 7174
Page: 140

ORDINANCE NO. 2015-14

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTY LOCATED WITHIN THE NORTH US HIGHWAY 1 MUNICIPAL SERVICE AREA ("MSA") AS A RESULT OF THE COMPREHENSIVE PLAN AMENDMENTS THAT IMPLEMENTED THE PROVISIONS OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ("ISBA") BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; ADOPTING PLANNED DEVELOPMENT ORDERS BY REFERENCE PREVIOUSLY ISSUED BY VOLUSIA COUNTY; AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (the "ISBA") with the County of Volusia on August 19, 2014, effective August 28, 2014 (recorded at Book 7026, Pages 878 through 895, inclusive, of the Public Records of Volusia County, Florida) for the North US Highway 1 area depicted in Exhibit "A" Map attached hereto, and incorporated herein by reference; and

WHEREAS, in accordance with the ISBA and Section 171.203(9), *Florida Statutes,* the City of Ormond Beach adopted amendments to the Future Land Use map of the City's Comprehensive Plan on January 20, 2015 by Ordinance 2015-5; and

WHEREAS, the properties to be rezoned include four planned developments within the ISBA area previously approved by Volusia County for property located at: 1405 North US Highway 1, approximately 5.26 acres from County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development); Destination Daytona Phase I, generally located at 1635, 1641, 1643, 1647, 1653, and 1657 North US Highway 1, approximately 51.9 acres from County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development); Destination Daytona Phase II, generally located at 348, 356, 364, 372, 380, and 388 Destination Daytona Lane, approximately 112.76 acres from County MPUD (Mixed Use Planned Unit Development) to City PBD (Planned Business Development); and 1851 North US Highway 1, approximately 34.83 acres from County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development); and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15D(3), of the *Land Development Code;* and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statues;* and

WHEREAS, all applicable legal notice requirements have been complied with; and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

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Book: 7174
Page: 142

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Paragraph C, Official Zoning Map, of Section 2-01, Establishment of Zoning Districts and Official Zoning Map, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code,* to change the real property previously approved by Volusia County described and depicted on Exhibit "B" attached hereto and incorporated herein by reference, from the present zoning classification of County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development), for 5.26± acres located at 1405 North US Highway 1, and incorporating herein Exhibit "C" the adopted Volusia County Resolution #2010-223 Order and Resolution rezoning the property BPUD (Planned Unit Development) approved December 9, 2010 and recorded in Book 6560, at pages 3275 through 3288, inclusive, of the Public Records of Volusia County, Florida, and as amended.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Establishment of Zoning Districts and Official Zoning Map, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code,* to change real property previously approved by Volusia County described and depicted on Exhibit "D" attached

hereto and incorporated herein by reference, from the present zoning classification of County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development), for 51.9± acres located at 1635, 1641, 1643, 1647, 1653, and 1657 North US Highway 1, and incorporating herein Exhibit "E" the adopted Volusia County Resolution #2004-100 Order and Resolution rezoning the property County BPUD (Planned Unit Development) approved September 24, 2004 and recorded in Book 5494, at pages 2014 through 2079, inclusive, and as amended in Book 5666, at Pages 2031 and 2032, inclusive, and as amended in Book 5667 at Page 2410 through 2419, inclusive, and as amended in Book5990 at Page 2472 through 2480,inclusive, and as amended in Book 6092 at Page 423 through 436, inclusive, and as amended in Book 6216 at Page 4031 through 4035, inclusive, and as amended in Book 6979 at Page 1393 through 1398, inclusive, and as amended in Book 6983 at Page 2577 through 2589, inclusive, and as amended in Book 7077 at Page: 2292 through 2299, inclusive, of the Public Records of Volusia County, Florida; and

SECTION THREE. Paragraph C, Official Zoning Map, of Section 2-01, Establishment of Zoning Districts and Official Zoning Map, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code,* to change real property previously approved by Volusia County described and depicted on Exhibit "F" attached hereto and incorporated herein by reference, from the present zoning classification of County MPUD (Mixed Use Planned Unit Development) to City PBD (Planned Business Development),

for 112.76± acres located at 348, 356, 364, 372, 380, and 388 Destination Daytona Lane, and incorporating herein Exhibit "G" the adopted Volusia County Resolution #2006-91 Order and Resolution rezoning the property County MPUD Planned Unit Development approved August 14, 2006, and recorded in Book 5934, at pages 3459 through 3484 inclusive, of the Public Records of Volusia County, Florida, and as amended,.

SECTION FOUR. Paragraph C, Official Zoning Map, of Section 2-01, Establishment of Zoning Districts and Official Zoning Map, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code,* to change real property previously approved by Volusia County as described and depicted on Exhibit "H" attached hereto and incorporated herein by reference, from the present zoning classification of County BPUD (Business Planned Unit Development) to City PBD (Planned Business Development), for 34.83± acres located at 1851 North US Highway 1, and incorporating herein Exhibit "I" the adopted Volusia County Resolution #2006-96 Order and Resolution rezoning the property BPUD (Business Planned Unit Development) approved May 24, 2007 and recorded in Book 6091, at pages 3293 through 3307, inclusive, of the Public Records of Volusia County, Florida, and as amended.

SECTION FIVE. The City Commission does hereby approve, authorize and direct the revision of the City's Official Zoning Map to show the classification for the area as hereby zoned as depicted in Exhibit "J" attached hereto and incorporated herein by reference.

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Book: 7174
Page: 145

SECTION SIX. All ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 17th day of March 2015.

PASSED UPON at the second and final reading of the City Commission, this 7th day of April 2015.

Ed Kelley

ED KELLEY
Mayor

ATTEST:

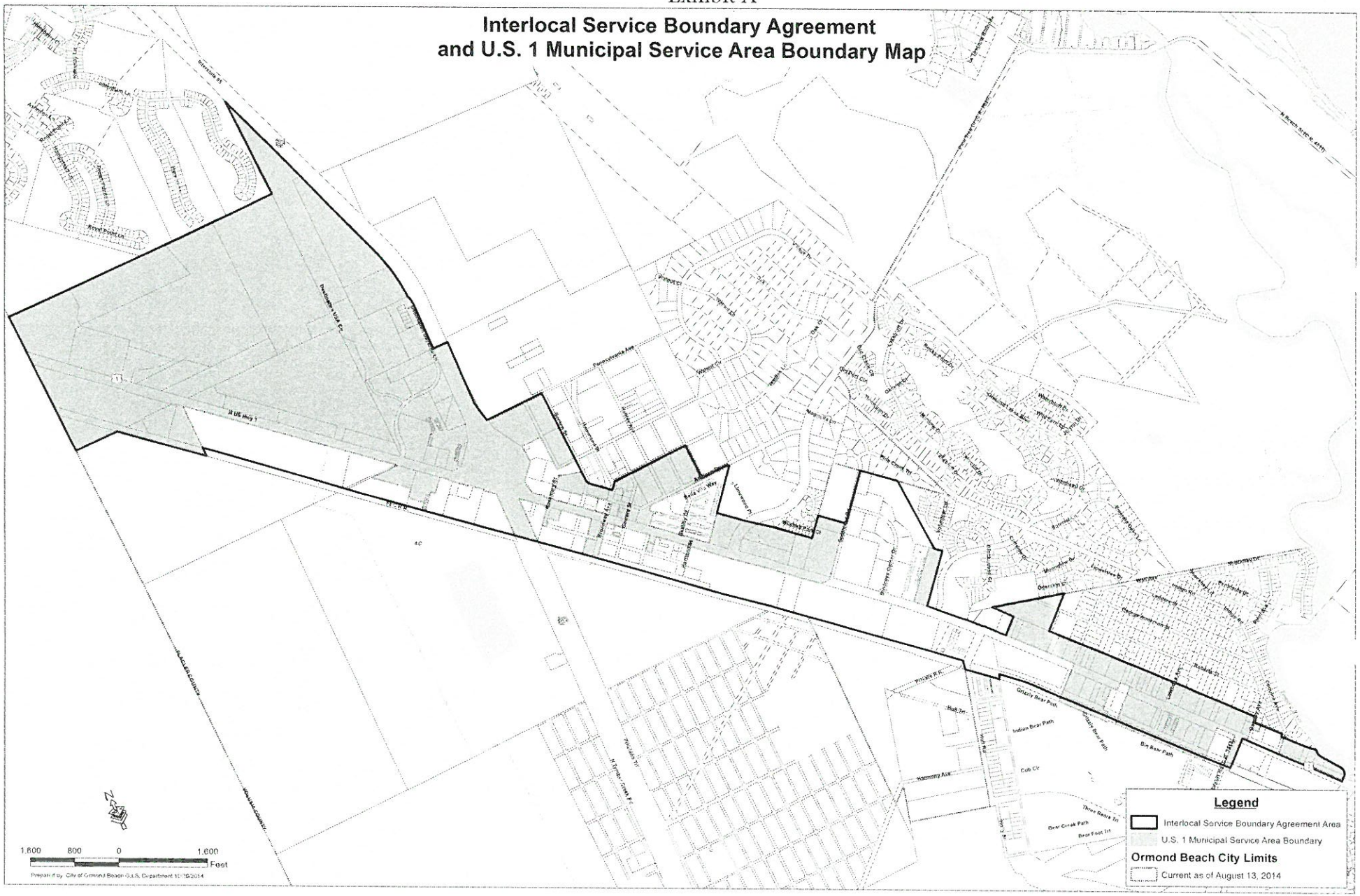
J. Scott McKee

J. SCOTT McKEE
City Clerk

Instrument# 2015-191587 # 7
Book: 7174
Page: 146

Exhibit A

Interlocal Service Boundary Agreement and U.S. 1 Municipal Service Area Boundary Map



Instrument# 2015-191587 # 8
Book: 7174
Page: 147

EXHIIT "B"

LEGAL DESCRIPTION

1405 N US HIGHWAY NO.1

PART OF SECTION 36 TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 36, RUN N00°22'25"E ALONG THE EAST LINE OF SAID SECTION 36 A DISTANCE OF 654.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 (A 160 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED); THENCE N47°22'44"W ALONG SAID NORTHERLY LINE A DISTANCE OF 100.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF PINE TREE DRIVE (A 170 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED) SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE N47°22'44"W ALONG SAID NORTHERLY LINE A DISTANCE OF 327.19 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN N42°37'16"E A DISTANCE OF 580.00 FEET; THENCE S47°22'47"E A DISTANCE OF 516.05 FEET TO THE WESTERLY LINE OF AFORESAID PINE TREE DRIVE, SAID POINT BEING ON THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 37°41'44", A CHORD BEARING OF S61°28'08"W, AND A CHORD DISTANCE OF 507.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 516.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S42°37'16"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 75.00 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N87°37'16"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 229,156 SQ. FT. OR 5.26 ACRES MORE OR LESS

SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

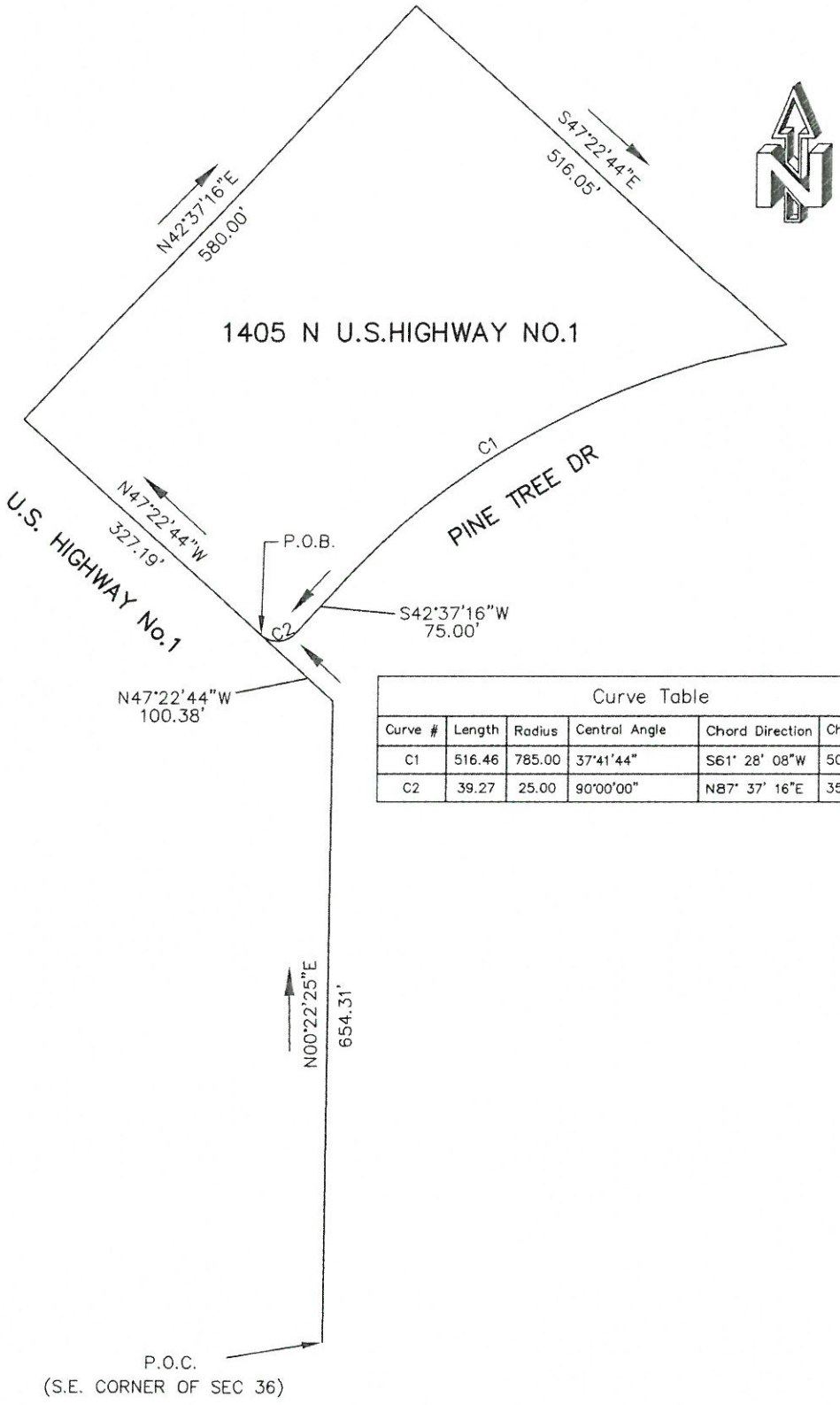
City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US1
	SHEET: 1 OF 2	DRAWN BY: CO

Instrument# 2015-191587 # 9
Book: 7174
Page: 148

Exhibit B

SKETCH OF DESCRIPTION

1405 N US HIGHWAY NO.1



Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	516.46	785.00	37°41'44"	S61° 28' 08"W	507.20
C2	39.27	25.00	90°00'00"	N87° 37' 16"E	35.36

SHEET 2 SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US1
	SHEET: 2 OF 2	DRAWN BY: CO

Instrument# 2015-191587 # 10
Book: 7174
Page: 149

Exhibit A



Instrument# 2015-191587 # 11
Book: 7174
Page: 150

EXHIIT "B"

LEGAL DESCRIPTION

1405 N US HIGHWAY NO.1

PART OF SECTION 36 TOWNSHIP 13 SOUTH, RANGE 31 EAST VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 36, RUN N00°22'25"E ALONG THE EAST LINE OF SAID SECTION 36 A DISTANCE OF 654.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 (A 160 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED); THENCE N47°22'44"W ALONG SAID NORTHERLY LINE A DISTANCE OF 100.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF PINE TREE DRIVE (A 170 FOOT RIGHT-OF-WAY AS NOW OCCUPIED AND ESTABLISHED) SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE N47°22'44"W ALONG SAID NORTHERLY LINE A DISTANCE OF 327.19 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN N42°37'16"E A DISTANCE OF 580.00 FEET; THENCE S47°22'47"E A DISTANCE OF 516.05 FEET TO THE WESTERLY LINE OF AFORESAID PINE TREE DRIVE, SAID POINT BEING ON THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 37°41'44", A CHORD BEARING OF S61°28'08"W, AND A CHORD DISTANCE OF 507.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 516.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S42°37'16"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 75.00 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N87°37'16"E, AND A CHORD DISTANCE OF 35.36 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 229,156 SQ. FT. OR 5.26 ACRES MORE OR LESS

SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US1
	SHEET: 1 OF 2	DRAWN BY: CO

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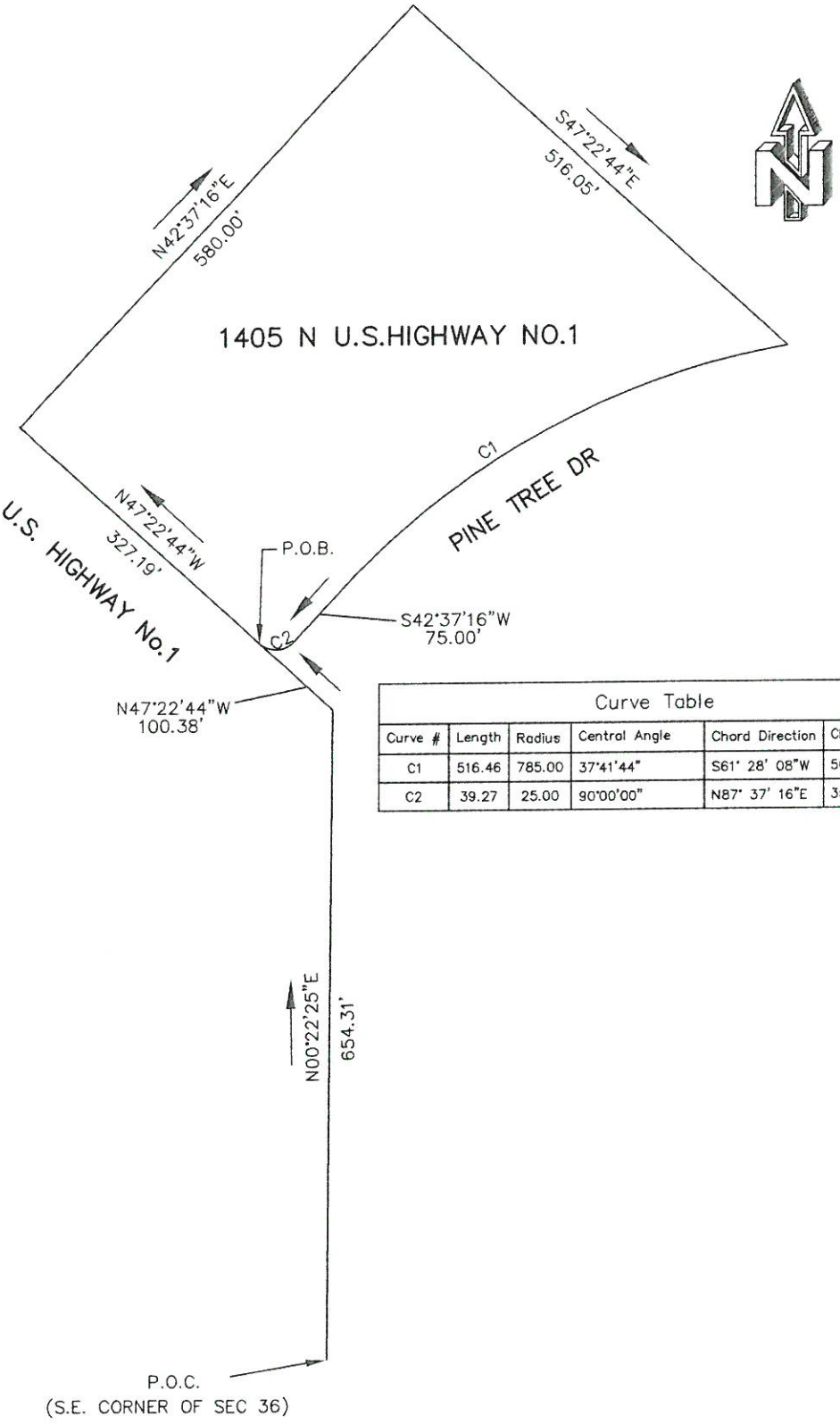
Exhibit B

SKETCH OF DESCRIPTION

1405 N US HIGHWAY NO.1



Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	516.46	785.00	37°41'44"	S61° 28' 08"W	507.20
C2	39.27	25.00	90°00'00"	N87° 37' 16"E	35.36

SHEET 2 SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US
	SHEET: 2 OF 2	DRAWN BY: CO

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EXHIBIT C

(CONTAINING 14 PAGES)

IN THE COUNTY COUNCIL OF THE

COUNTY OF VOLUSIA, FLORIDA

IN RE: *PUD-10-044* Application of Vanacore Commercial Properties, LLC.

RESOLUTION # 2010-223

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM B-2

TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT)

The application of Vanacore Commercial Properties, LLC hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on December 9, 2010. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on October 12, 2010, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Vanacore Commercial Properties, LLC was duly and properly filed herein on July 16, 2010 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the owner of a 5.26 acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the property survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by Chapter 72, Volusia County Code of Ordinances, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of Chapter 72, Code of Ordinances, as amended.

F. That the owner(s) of the property, Vanacore Commercial Properties, LLC, agree with the provisions of this Order and Resolution.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from B-2 to BPUD (Business Planned Unit Development).

B. That the said rezoning to a BPUD is consistent with both the Volusia County Comprehensive Plan ("comprehensive plan") and the intent and purpose of the Zoning Ordinance of Volusia County, Florida ("zoning code"), as codified in article II of chapter 72,

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Code of Ordinances, County of Volusia, and does promote the public health, safety, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 9TH DAY OF DECEMBER, A.D., 2010, AS FOLLOWS:

A. That the Application of Vanacore Commercial Properties, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from the B-2 classification to BPUD as described in zoning code, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to BPUD.

D. With respect to any conflict between the zoning code, as amended, and this Order and resolution, the provisions of this Order and Resolution shall govern. The zoning code, as amended, shall govern with respect to any matter not covered by this Order and Resolution. The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided in paragraph D, nothing in this Order and Resolution shall abridge the requirements of the Code of Ordinances, County of Volusia. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Code of Volusia County, Florida, as codified in article III of chapter 72, Code of Ordinances, County of Volusia ("land development code").

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DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a BPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Zev Cohen & Associates (ZCA) and dated July 9, 2010 and this Order and Resolution. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth and Resource Management Department and shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, in accordance with section 72-289 of the zoning code, shall require the review and recommendation of the Planning and Land Development Regulation Commission (PLDRC) and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Final Site Plan Approval. After the Order and Resolution is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by the land development code. The Preliminary Plan, attached as Exhibit "B", shall substitute for the requirement of Conceptual site plan application as required by the land development code, and the applicant is authorized to proceed with submittal of a final site plan application once this Order and Resolution has been recorded.

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B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after the issuance date of Final Site Plan Development Order.

C. Phases of Development. Construction of the project may be completed in two phases and commence upon approval of all required permits for each individual phase.

D. Land Uses within the BPUD. The development of the parcel shall be consistent with the land uses prescribed for each area within the proposed BPUD. The locations and sizes of said land use areas are shown on the Preliminary Plan, Exhibit "B".

The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Permitted Uses:

Convenience stores with or without fuel sales, not to exceed 4 fuel dispensing islands

Day Care center

Financial Institutions

Fire Stations

General Offices

Health Clubs or spas

Houses of worship (refer to section 72-290, zoning code)

Medical and Dental Clinics

Pharmacies

Restaurants, types A and B (with or without drive-thru)

Retail specialty stores

Travel Agencies

Requests for uses not specifically listed may be allowed if the Zoning Enforcement Official

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determines that the proposed use is substantially similar to a listed permitted use and may process such request as a minor amendment. Any proposed use that is not substantially similar to a listed permitted use shall be processed as major amendment.

E. Development Standards.

1. Minimum lot area: 5.26 acres
2. Minimum lot width: 150 feet
3. Minimum yard size (building):
   a. Front yard: 40 feet, along U.S. Hwy 1; 35 feet along Pine Tree Drive
   b. Rear yard: 20 feet
   c. Side yard: 10 feet, abutting commercial uses; 30 feet abutting residential uses
   d. Waterfront yard: 25 feet
4. Maximum lot coverage: 35%
5. Maximum Floor Area Ratio (FAR): 0.5
6. Maximum Gross Leasable Area (GLA): 50,000 sf
7. Maximum Single Use GLA: 15,000 sf
8. Maximum building height: 35 feet
9. Design Standards: The project shall comply with the City of Ormond Beach's adopted Greenbelt and Gateway Corridor Overlay standards, which regulate architecture, signage and landscaping. Compliance with the city's gateway standards shall be reviewed during site plan application.
10. Minimum building separation distance 25 feet
11. Off-street parking and loading requirements: Off street parking and loading requirements shall be in accordance with Section 72-286 of the zoning code, as

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amended. A cross parking reduction of 20% will be permitted if the project is developed with two (2) complimentary uses.

12. Illumination: The project shall comply with the City of Ormond Beach's illumination standards, or to minimize obtrusive aspects of excessive and/or nuisance outdoor light usage, while preserving safety, security and the nighttime use and enjoyment of the property, the following apply, whichever is most restrictive.

a. A signed and sealed illumination plan shall be submitted with the Final Site Plan application.

b. In no case shall illumination from the property increase the level of illumination at the property lines by more than half (0.5) fc.

c. All light fixture including wall and surface mounted luminaries shall be installed and maintained in such a manner that is fully-shielded down.

d. Curfew: all external lighting shall be reduced by 50% after 11pm until sunrise.

e. The illumination plan shall not exceed 70,000 lumens per acre (average 1.6 fc).

f. Light fixtures shall be decorative in appearance and compliment the architectural style of the building. Light poles shall not exceed twenty (20) feet in height.

F. Environmental Considerations. The minimum environmental requirements of Chapter 72 of the Code of Ordinances, County of Volusia, as amended, shall be met.

1. Tree Protection Area: A minimum of 20% of the square footage of the development shall be designated for the protection of trees. This area shall also be designated as a Natural Vegetation Retention Area (NVRA).

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2. Wetland Improvements: Proposed activities shall include Planting of native herbaceous vegetation including, but not limited to, pickerelweed, alligator flag, arrowhead, and similar to enhance the ecological value, aesthetics and water quality of the wetland remnants. Perpetual maintenance will occur to ensure wetland health and aesthetics. All work within the wetland remnants shall be completed by hand; no vehicular access, tractors, etc. will be allowed in the wetland.

G. Sewage Disposal and Potable Water Facilities. Provisions for sewage disposal and potable water needs of the BPUD will be provided in accordance with the comprehensive plan, the land development code and Fla. Administrative Code 64E-6 and 64E-8. Potable water shall be provided by the City of Ormond Beach. Sanitary sewer treatment/waste disposal shall be provided by the City of Ormond Beach. A utility agreement between the Applicant and the City of Ormond Beach shall be executed before any final site plan development order is issued.

H. Stormwater Drainage. Provision for storm water retention shall be in accordance with the land development code. A conceptual stormwater management plan is included as part of Exhibit "B". The Applicant shall assume responsibility for maintenance of the stormwater system upon completion.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the land development code. The parcel shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the project site shall be limited to one (1) access driveway on US Hwy 1 (subject to FDOT permitting); and one (1) access driveway on Pine Tree Drive.

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2. Transportation System Improvements. Transportation system improvements shall be provided as required by the land development code, as determined during final site plan review.

J. Fire Protection. The applicant is responsible for providing adequate on site water supply and other fire protection improvements to serve the BPUD project. The design, capacity, and location of the required water supply and other fire protection improvements shall be as required by the Volusia County Fire Marshall's office.

K. Building or Property Owners Association. The charter and by-laws of the Building or Property Owners Association, and any other agreements, covenants, easements or restrictions shall be furnished to the County of Volusia at the time of creation. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. In addition, the Applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the Applicant and the owners or occupiers of property within the BPUD, the County of Volusia shall only enforce the provisions of the "Development Agreement" and Volusia County Zoning Ordinance, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

L. Effective Date; Binding Effect. This Order and Resolution shall take effect only if the Applicant completes the following within forty-five (45) days of execution by the County Council: 1) executes the document; 2) records the document in the public records of Volusia County, as maintained by the Clerk of Court of Volusia County; and 3) files one copy of the recorded document bearing the book and page number with the Growth and Resource Management Department. The Applicant is responsible for all recording costs.

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The Order and Resolution, including subsequent amendments, shall bind and inure to the benefit of the Applicant and his successor in title or interest and run with the land.

M. Conceptual Approval: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the land development code. A request for such an amendment shall be reviewed by the zoning enforcement official and may be processed as a minor amendment in accordance with section 72-289 of the zoning code. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30 day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

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DONE and ORDERED by the County Council of Volusia County, Florida, this 9TH day of DECEMBER, 2010.

ATTEST:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of December, 2010, by James T. Dinneen and Frank T. Bruno, Jr., as County Manager/Clerk and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Commission No.:
My Commission Expires:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Comm. Expires Feb 9, 2014
Commission # DD 946952
Bonded Through Assn

Instrument# 2015-191587 # 24
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Page: 163

WITNESSES:

Nancy Collins

Todd Vanacore

OWNER(S):

Scott Vanacore, Managing Member
Vanacore Commercial Properties, LLC

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 31st day of January, 2011 by Scott Vanacore, Managing Member of Vanacore Commercial Properties, LLC, who is personally known to me or who have produced personally Known as identification.

Barbara A Grau
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Barbara A GRAU
Commission No.: DD989435
My Commission Expires: June 11, 2014

BARBARA A. GRAU
MY COMMISSION # DD989435
EXPIRES: June 11, 2014
Ft. Notary Discount Assns. Co.

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Exhibit "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIACOUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 36, RUN N 0°22'25"E ALONG THE EAST LINE OF SAID SECTION 36 A DISTANCE OF 654.31 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT-OF-WAY, THENCE N 47°22'44"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.38 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PINE TREE DRIVE, A 170 FOOT RIGHT-OF-WAY PER MAP BOOK 35, PAGES 40 THROUGH 45 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE N 47°22'44"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 327.19 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N 42°37'16"E A DISTANCE OF 580.00 FEET, THENCE S 47°22'44"E A DISTANCE OF 516.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID PINE TREE DRIVE, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 785.00 FEET, THENCE FROM A TANGENT BEARING OF S 80°19'00"W, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 37°41'44", A DISTANCE OF 516.46 FEET TO THE P.T. OF SAID CURVE, THENCE S 42°37'16"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.00 FEET TO THE P.C. OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

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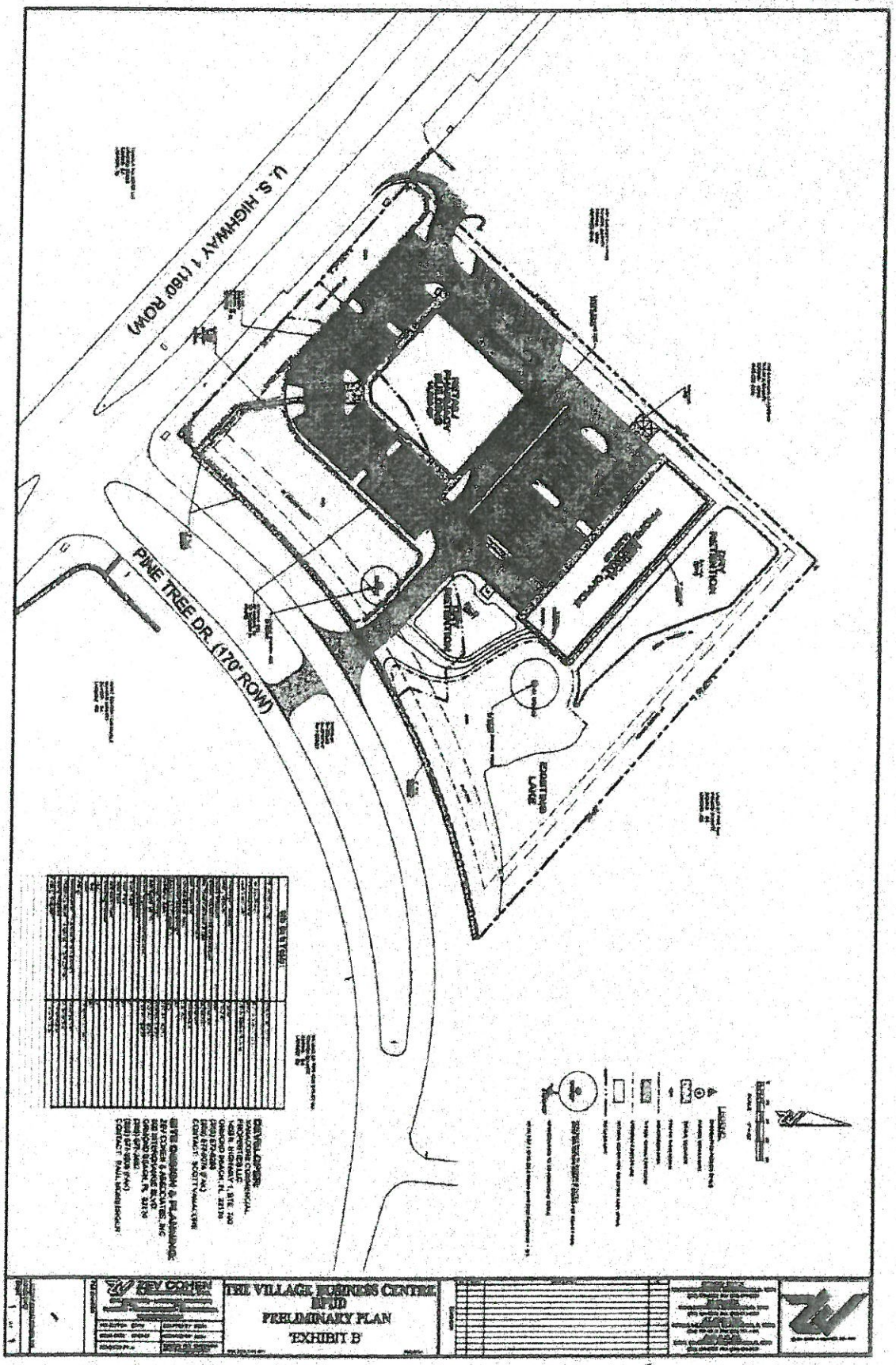
Page: 3288
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit "B"



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LEGAL DESCRIPTION

A PORTION OF SECTIONS 25, 26, AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 25 RUN N04°32'54"W ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2.54 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO.1 AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N49°54'01"W ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 183.94 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91°22'05", A CHORD BEARING OF N84°24'57"E, AND A CHORD DISTANCE OF 35.77 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE RUN NORTHEASTERLY ALONG SAID ARC A DISTANCE OF 39.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 41°29'29", A CHORD BEARING OF N17°59'10"E, AND A CHORD DISTANCE OF 247.95 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 253.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 00°11'34", A CHORD BEARING OF N02°39'47"W , AND A CHORD DISTANCE OF 2.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2.10 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 25; THENCE N04°32'54"W ALONG SAID WEST LINE A DISTANCE OF 1233.32 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°18'15"E A DISTANCE OF 1378.33 FEET TO THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO.95 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 79002; THENCE S01°08'35"W ALONG THE SAID WESTERLY LINE A DISTANCE OF 900.09 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA AS SHOWN ON SAID RIGHT-OF-WAY MAP AND RECORDED IN OFFICIAL RECORD BOOK 4878, PAGE 1191 AND OFFICIAL RECORD BOOK 4779, PAGE 1032 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID RETENTION AREA THE FOLLOWING COURSES AND DISTANCES: N88°51'25"W A DISTANCE OF 384.10 FEET; THENCE S01°39'54"E A DISTANCE OF 580.95 FEET; THENCE S88°51'25"E A DISTANCE OF 355.64 FEET TO A POINT OF INTERSECTION WITH THE SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE NO.95; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: S17°50'32"W A DISTANCE OF 123.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE S17°50'32"W A DISTANCE OF 189.71 FEET; THENCE S39°42'07"W A DISTANCE OF 490.90 FEET; THENCE S88°14'59"W A DISTANCE OF 180.66 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO.1; THENCE N49°55'58"W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 821.55 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE N49°55'58"W ALONG SAID NORTHEASTERLY LINE OF SAID U.S. HIGHWAY NO.1 A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 2,260,746 SQ. FT. OR 51.90 ACRES MORE OR LESS

SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 12/8/14	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: DESTDAYT
	SHEET: 1 OF 2	DRAWN BY: CO

SKETCH OF DESCRIPTION

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Book: 7174
Page: 167

N88° 18' 15"E
1378.33'

N04°32'54"W
18.95'

900.09'
S1° 08' 35"W

INTERSTATE No.95

Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	39.87	25.00	91°22'05"	N84° 24' 57"E	35.77
C2	253.46	350.00	41°29'29"	N17° 59' 10"E	247.95
C3	2.10	625.00	00°11'34"	N2° 39' 47"W	2.10

SECTION 25

N4° 32' 54"W
1233.32'

384.10'
N88° 51' 25"W

DESTINATION DAYTONA
SUBDIVISION

580.95'
S1° 39' 54"E

F.D.O.T.
RETENTION AREA

C3
C2
C1

183.94'
N49° 54' 01"W

P.O.B.
N4° 32' 54"W
2.54'
N49° 55' 58"W
3.81'
25
26
35
36
P.O.C.
(S.W. CORNER SEC 25)

DETAIL
N.T.S.

S88° 51' 25"E
355.64'

123.50
S17° 50' 32"W

189.71'
S17° 50' 32"W

INTERSTATE No.95

U.S. HIGHWAY No.1

N49° 55' 58"W
821.55

490.90'
S39° 42' 07"W

180.66'
S88° 14' 59"W

SHEET 2 SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 12/8/14	PROJECT NO.:
SCALE: N.T.S.	FILE NAME: DESTDAYT
SHEET: 2 OF 2	DRAWN BY: CO

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02/18/2005 09:52 AM
Instrument# 2005-041312
Book: 5494
Page: 2014

EXHIBIT "E"
(COMPOSITE CONTAINING 134 PAGES)

IN THE COUNTY COUNCIL OF THE
COUNTY OF VOLUSIA, FLORIDA

IN RE: Application # PUD-04-030
Having Fun LLC, Having Fun II, LLC, and
Love's Travel Stops & Country Stores, Inc.

RESOLUTION # 2004-100

ORDER AND RESOLUTION GRANTING A REQUEST FOR CHANGE OF ZONING

FROM B-6 (Highway Commercial)

TO **Love's / Having Fun BPUD** (Business Planned Unit Development)

The application, of Having Fun, LLC., a Florida Limited Liability Company, Having Fun II, LLC., a Florida Limited Liability Company, and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, hereinafter "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on May 20, 2004. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth & Resource Management Department, Legal Services, and other service groups and agencies of Volusia County and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on April 13, 2004, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of Having Fun, LLC, Having Fun II, LLC, and Love's Travel Stops & Country Stores, Inc. (Applicant), was duly and properly filed herein on February 27, 2004, as required by law.

B. That all fees and costs, which are by law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the owner of a 51.897-acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

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FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from B-6 (Highway Commercial) to BPUD (Business Planned Unit Development).

B. That the said rezoning to a BPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, the City of Ormond Beach Zoning Ordinance addressing gateway standards, and it does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

C. That the architecture, landscaping and signage for the BPUD are as compliant as practicable with the terms and provisions of Volusia County Ordinance 2004-01 regarding Non-Residential Development Design Standards;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 20th DAY OF MAY, A.D., 2004, AS FOLLOWS:

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A. That the Application of Having Fun, LLC, Having Fun II, LLC, and Love's Travel Stops & Country Stores, Inc., the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from B-6 to BPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to **Love's / Having Fun BPUD.**

D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, or other local ordinances and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the BPUD in the same manner as the B-6 (Highway Commercial) zoning classification.

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F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended and other ordinances as noted herein. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement, except as noted herein, is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a BPUD substantially in accordance with the Master Development Plan for the property. The Master Development Plan shall govern the development of the property as a BPUD and shall regulate the present and future land use of the property.

1. Master Development Plan. The Master Development Plan shall consist of the Master Plan prepared by Mark S. Dowst, P.E., dated 02/26/04, which is attached hereto and this Development Agreement with exhibits. The Master Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B" which is attached hereto. The Master Plan shall be filed and retained for public inspection in the Growth & Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County. Off site conservation and drainage easements associated with the BPUD are illustrated on Exhibit "B-1" which is attached.

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2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended. The Final Site Plan may be prepared for individual buildings or lots as depicted on the Master Plan. In that event, the site plan for an individual building and related land, shall demonstrate consistency with the balance of the development depicted in the Master Plan. Nothing herein shall be construed to prevent the County from granting site plan approval for any portion of the property prior to approval of the Master Development Plan.

4. Subdivision Approval. The preliminary and final plat for subdivision of the property shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. Unified Ownership. The Applicant or their successors shall maintain unified ownership of the subject parcel until after the approval and recording of a plat based on the Master Plan.

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C. Phases of Development. The parties intend to develop the infrastructure for the BPUD simultaneously and jointly. Individual buildings and signage within the BPUD may be developed at individual rates. The parties agree that prior to the issuance of a certificate of occupancy for any of the buildings within the BPUD infrastructure (e.g., ingress, egress, parking, landscaping, water and sewer) for the BPUD shall be complete or bonded for completion so as to allow the safe operation and occupancy of the buildings within the BPUD.

D. Land Uses Within the BPUD. The following uses shall be permitted within the BPUD:

Automotive service stations, Type A
Bars as accessory uses to hotels and restaurants,
Barber and beauty shops,
Condominium Hotel,
Communication towers,
Convenience stores, with or without fuel dispensers,
Cultural art centers,
Essential utility services,
Exempt excavations (refer to section 817.00(o) Ord. #80-8/article VIII Ord. #88-3),
Exempt landfills (refer to section 817.00(p) Ord. #80-8),
Fire stations,
General Offices
General retail sales,
Hotels/motels,
Laundry and dry cleaning establishments, (drop-off/pick-up only; no chemical cleaning plant on site

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Itinerant Merchants [1],

Libraries,

Motorcycle sales and service, excluding outdoor paint of bodywork, rebuilding or reconditioning of engines.

Museums,

Nightclubs,

Outdoor entertainment [2],

Publicly owned or regulated water supply wells,

Restaurants, (restaurants with drive through facilities are permitted provided they oriented and screened from the public right-of-way) [3],

Retail specialty shops,

Theaters,

Truck Stop.

E. Development Standards.

1. Minimum lot size	One Acre
2. Minimum yard size (building) [4]:	
a. Front yard:	40 ft.
b. Rear yard:	25 ft.
c. Side yard (east):	10 ft.
d. Side yard (west):	10 ft.
3. Maximum lot coverage:	40 percent.
4. Maximum building height:	70 ft.

[1] Itinerant Merchants shall be permitted as allowed by Composite Exhibit "D" which is attached hereto and incorporated herein by reference.
[2] Outdoor Entertainment shall be permitted as allowed by Composite Exhibit "E" which is attached hereto and incorporated herein by reference.
[3] Restaurants shall include or be allowed drive-through facilities.
[4] The setbacks listed are for general purposes. In the event of a conflict between a setback listed above or a lesser setback or buffer shown by the Master Plan, the Master Plan shall control. The listed setbacks may be diminished by the Master Plan and the setbacks illustrated by the Master Plan.

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F. Landscape buffer requirements. Landscape buffers are conceptually depicted on the Master Plan. Landscaping buffers shall comply with the City of Ormond Beach Greenbelt and Gateway Standards, as approved by Ormond Beach. Lots internal to the development shall not be required to maintain landscape buffers except as depicted by the Master Plan. Landscape Buffers along US-1 and I-95 shall conform to the following minimum dimensions: US-1 buffer - 36 feet; and I-95 buffer without frontage road - 60 feet and I-95 buffer with frontage road – 25 feet, with the exception of the Lot 3 (existing motel and proposed Harley Davidson site). All other buffers internal to the project shall not be less than 10 feet along common parcel boundaries. A representative sample of the Project Landscape Plan is attached hereto and incorporated herein as Exhibit "C."

G. Off-street parking requirements. The applicable requirements of Section 810.00 of the Volusia County Zoning Ordinance shall be met with the exception that up to twenty (20%) of the required parking for the Harley Davidson site, as located on the Preliminary Plan Exhibit "B", may be motorcycle parking spaces. Also, the total number parking of spaces dedicated to the Harley Davidson site may be further reduced upon presentation and acceptance of a parking study, which justifies a further reduction in the required number of parking spaces. The Zoning Official shall have the authority to render a decision as to the acceptability and justification of the study and allow the reduction. The reduction in parking may be processed as a Minor Amendment as set forth in Section 813.06 of the Volusia County Zoning Ordinance 80-8 as amended. The Applicant agrees to revise and record the Revised Master Plan, which reflects any such

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changes with the Clerk of the Court. A copy of the Revised Master Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department.

H. Itinerant Merchants. The current terms, provisions and interpretation of Volusia County Code, Article III, Itinerant Merchants, Sections 26-51 through 26-55 of the Code of Ordinances shall be the governing provisions and interpretations for the allowance or prohibition of itinerant merchants and/or sales, display or activity at the subject property. A copy of the ordinance, terms and provisions that shall control Itinerant Merchants are attached hereto and incorporated herein as Exhibit "D." Interpretation of the ordinance shall be established by correspondence and practices of Volusia County. Itinerant vendor and merchants spaces shall be located no closer than 150 feet to the perimeter boundary of the PUD along US 1 and the I-95 right-of-way adjacent to Lot 3.

I. Outdoor Entertainment. The current terms, provision and current interpretation of Volusia County Code, Article II, *Outdoor Entertainment Events*, Sections 10-31 through 10-68 of the Code of Ordinances, shall be the governing provisions and interpretations for allowance or prohibition of outdoor entertainment at the subject property. A copy of the ordinance, terms and provisions that shall control are attached hereto and incorporated herein as Composite Exhibit "E." Interpretation of the Ordinance shall be established by correspondence and practices of Volusia County.

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J. Signage requirements. Signage shall be permitted in accordance with the Sign Plan, which is attached hereto and incorporated herein as Composite Exhibit "F" showing the location, configuration and size of the signage allowed for the property. Additional signage shall meet the provisions of the Volusia County Ordinance No. 80-8, as amended, or the City of Ormond Beach sign regulations, whichever is more stringent. Interchange signs (125 sq. ft./50 ft high), not to exceed three signs, shall be permitted for each lot abutting the interstate, except for Harley-Davidson building on Lot 3 and Lot 4. Love Travel Stop and Stores, Inc. and its successors may erect only one off-premises sign within the BPUD as located on the Master Plan and Composite Exhibit F. The Love Travel Stop and Stores, Inc. off-premises sign shall be no larger than 650 sq. ft. in copy area, no higher than 50 feet above grade and shall be supported by a single pole, shown as Sign Type 7. Two existing off-premise signs situated within the BPUD project and in the abutting IPUD zoned development shall be removed to offset the new abovementioned sign.

K. Environmental Considerations. All of the development shall meet the applicable environmental standards of the Land Development Code, Ordinance No. 88-3, as amended. Offsite conservation and drainage easements associated with the BPUD are illustrated on Exhibit B-1, which is attached hereto. The conservation wetland mitigation plans shall be finalized prior to submitting for final site plan review and approval.

L. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the BPUD will be provided in accordance with the

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Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6. Provision and sewage disposal will be provided by the City of Ormond Beach pursuant to the terms of the Interlocal Agreement between the County of Volusia and the City of Ormond Beach.

M. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended.

N. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the access provisions noted on the Master Plan.

O. Reverter Provision. Within five (5) years from the effective date of this Order and Resolution, the Applicant shall have submitted a Final Site Plan as described in Section A, 3. of this "Development Agreement". In the event that the Final Site Plan is not submitted on or before the date indicated, this agreement shall expire, unless the Zoning Enforcement Official, for good cause shown, shall approve a minor amendment to extend the time period indicated in this paragraph. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A, 2 of this Agreement.

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P. Binding Effect of Plans; Recording; and Effective Date. The Master Development Plan, including any and all supplementary orders and resolutions, and the Master Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The BPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department. The date of receipt of this document by the Growth & Resource Management Department shall constitute the effective date of the BPUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

Q. Conceptual Approval: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may not comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended as modified by this agreement and the Master Development Plan. Upon determination of the Zoning Enforcement Official, that a revision such as the ones contemplated above are proposed by or acceptable to the

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applicant, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Master Plan, which reflects any such changes with the Clerk of the Court immediately following the 10-day review time frame for minor amendments. A copy of the Revised Master Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department.

R. Bilateral Agreement. The parties agree that this agreement is a bilateral agreement and that its terms, provisions and requirements inure to the benefit of all the parties as both consideration and benefit. To that end, the parties agree that the terms, provisions and requirements set out herein and in the attached exhibits may not be modified, excused or deleted without the written agreement of the entity or its successors or assigns holding an interest in the real property that will be directly affected by and subject to the proposed modification, excuse or deletion and that the terms of the written agreement modifying this agreement or its exhibits shall be agreed to, approved and memorialized and recorded with the same dignity as this Master Development Agreement. It is specifically agreed, however, that Love's may independently seek a modification for its property without the consent of Having Fun or Having Fun II or their successors. It is specifically agreed that Having Fun and Having Fun II may independently seek a modification for its property without the consent of Love's or its successors.

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S. Project Architecture. The applicant proposes to build the buildings with a mixture of architectural styles that will allow a pleasing appearance that is complimentary from building to building and visibly interesting. The predominant architectural style within the BPUD shall be "Spanish Eclectic" as illustrated by the renderings of the Harley building, Love's building and hotel building shown as part of Composite Exhibit "G" attached hereto and by reference incorporated herein. One of the restaurant buildings proposed to be located in the BPUD shall exhibit the elements of Southern Rural Vernacular style building illustrated on page 7 of Exhibit "G." One of the restaurants proposed to be located in the PBUD shall exhibit the elements of the 50's era, Art Deco style building illustrated on page 8 of Exhibit "G". The acceptable architectural styles for "themed" buildings whose appearance will be compatible with but may be in contrast to the balance of the buildings within the BPUD shall all be Spanish Eclectic, old Florida Vernacular and Art Deco. These architectural styles are acceptable to the City of Ormond Beach Greenbelt and Gateway Standards as approved by the City of Ormond Beach.

T. Others

1. UTILITIES DISTRIBUTION LINES. All distributions lines within the BPUD shall be located underground; however, those appurtenances requiring above ground installations by local utility companies may be exempted during the final site plan / subdivision approval process.

2. SCREENING OF MECHANICAL EQUIPMENT. Air conditioning and mechanical equipment shall be screened from public view and/or landscaped to a minimum height of six (6) feet to limit visibility.

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DONE and ORDERED by the County Council of Volusia County, Florida, this 14th day of September 2004.

ATTEST:

Ray W. Pennebaker
Deputy County Manager

VOLUSIA COUNTY COUNCIL

Dwight D. Lewis
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of September, 2004, by Ray W. Pennebaker and Dwight D. Lewis, as Deputy County Manager and Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Susan M Whittaker
My Commission DD112645
Expires August 08, 2006

Type or Print Name:
SUSAN M. WHITTAKER

Commission & Expiration Date No.:

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WITNESSES:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
AN OKLAHOMA CORPORATION

Signature

By: _____

Signature

Douglas J. Stussi
Exec. V.P. & C.F.O.
(Printed Name & Title)

The foregoing instrument was acknowledged before me this 10 day of January, 2005, by Douglass J. Stussi, who is personally known to me or whose identity I proved on the basis of Drivers License.

WANDA K. BALSANO NOTARY PUBLIC # 99017449 EXP. 11/22/07 IN AND FOR STATE OF OKLAHOMA OKLAHOMA COUNTY

Wanda K. Balsano
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Oklahoma

Type or Print Name:
Wanda K. Balsano

Commission & Expiration Date
No.: 99017449 11-22-07

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WITNESSES:

HAVING FUN, LLC

Jacqueline S. Berry
Signature

By: Manager

Signature

CHARLES D HOOD JR, MANAGING MEMBER
(Printed Name & Title)

The foregoing instrument was acknowledged before me this 7th day of December, 2004, by Charles D. Hood, Jr., who is personally known to me or whose identity I proved on the basis of _____.

Jacqueline S. Berry
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission & Expiration Date
No.:

JACQUELINE S. BERRY
MY COMMISSION # DD 020807
EXPIRES: August 25, 2005
Bonded Thru Notary Public Underwriters

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WITNESSES:

HAVING FUN II, LLC

Jacqueline S. Berry
Signature

By: _____

Sue A. Hensley
Signature

Charles D. Hood Jr, Manager
(Printed Name & Title) Member

The foregoing instrument was acknowledged before me this 7th day of December, 2004, by Charles D. Hood, Jr., who is personally known to me or whose identity I proved on the basis of _____.

Jacqueline S. Berry
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____
Commission & Expiration Date
No.:_____

JACQUELINE S. BERRY
MY COMMISSION # DD 020807
EXPIRES: August 25, 2005
Bonded Thru Notary Public Underwriters

Revised Sept. 13, 2004

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EXHIBIT "A"

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DESCRIPTION

A PORTION OF SECTIONS 25, 26 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF REFERENCE, RUN NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2.54 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 54 MINUTES 01 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 183.94 FEET TO A POINT ON THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 22 MINUTES 05 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 84 DEGREES 24 MINUTES 57 SECONDS EAST, 35.77 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.87 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 41 DEGREES 29 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 59 MINUTES 10 SECONDS EAST, 247.95 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 253.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 34 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 02 DEGREES 39 MINUTES 47 SECONDS WEST, 2.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.10 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1233.32 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88 DEGREES 18 MINUTES 15 SECONDS EAST, A DISTANCE OF 1378.33 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79002; THENCE SOUTH 01 DEGREES 08 MINUTES 35 SECONDS WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 900.09 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA AS SHOWN ON SAID RIGHT OF WAY MAP AND RECORDED IN OFFICIAL RECORDS BOOK 4878, PAGE 1191 AND OFFICIAL RECORDS BOOK 4779, PAGE 1032 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF SAID WATER RETENTION AREA THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 384.10 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 580.95 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 25 SECONDS EAST, A DISTANCE OF 355.64 FEET TO SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 17 DEGREES 50 MINUTES 32 SECONDS WEST, A DISTANCE OF 123.50 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE SOUTH 17 DEGREES 50 MINUTES 32 SECONDS WEST, A DISTANCE OF 189.71 FEET; THENCE SOUTH 39 DEGREES 42 MINUTES 07 SECONDS WEST, A DISTANCE OF 490.90 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 180.66 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE NORTH 49 DEGREES 55 MINUTES 58 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 821.55 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE CONTINUE NORTH 49 DEGREES 55 MINUTES 58 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.897 ACRES, MORE OR LESS.

Exhibit "A" 1 of 2

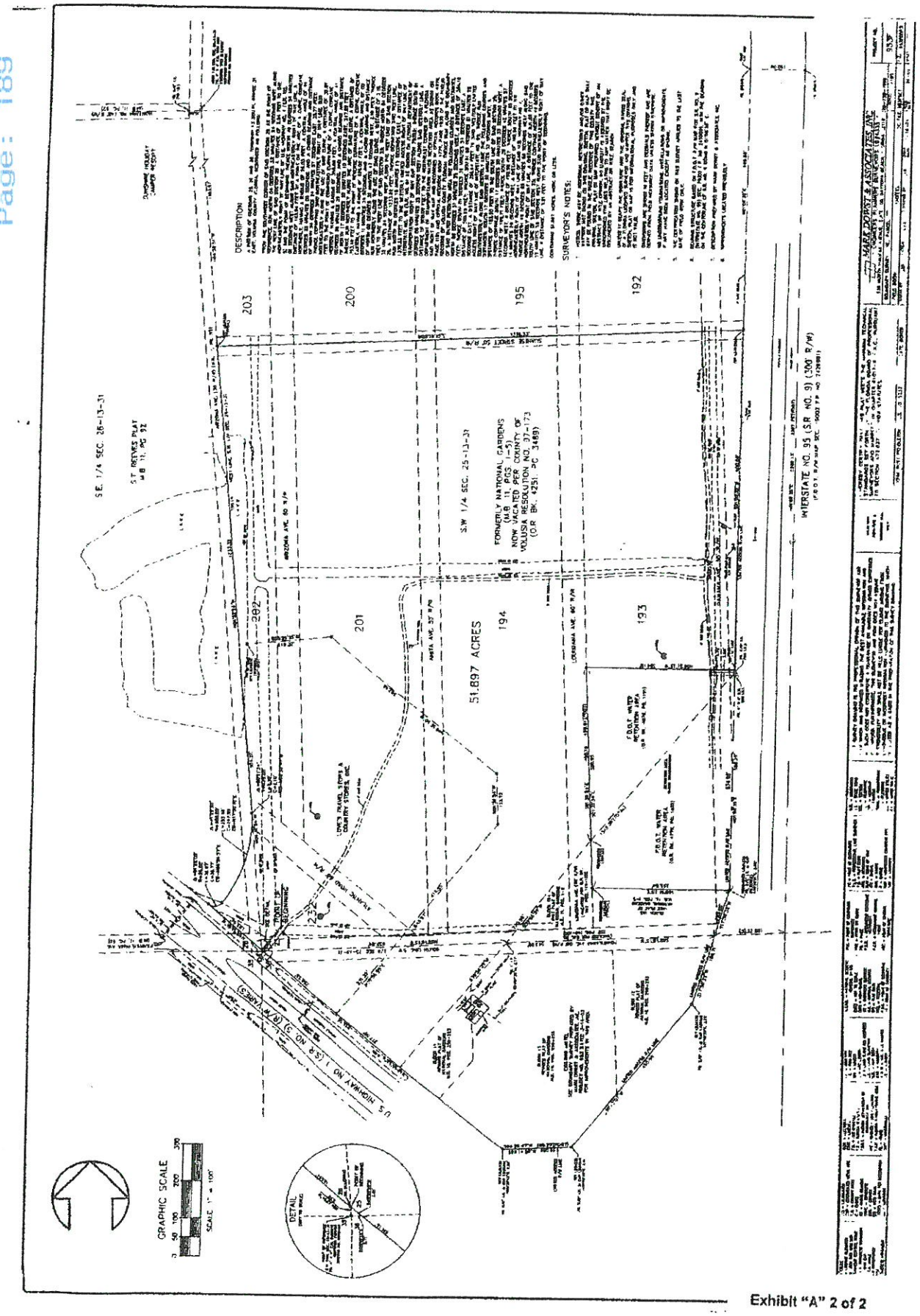

Exhibit "A" 2 of 2

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EXHIBIT "B"

Instrument# 2015-191587 # 52
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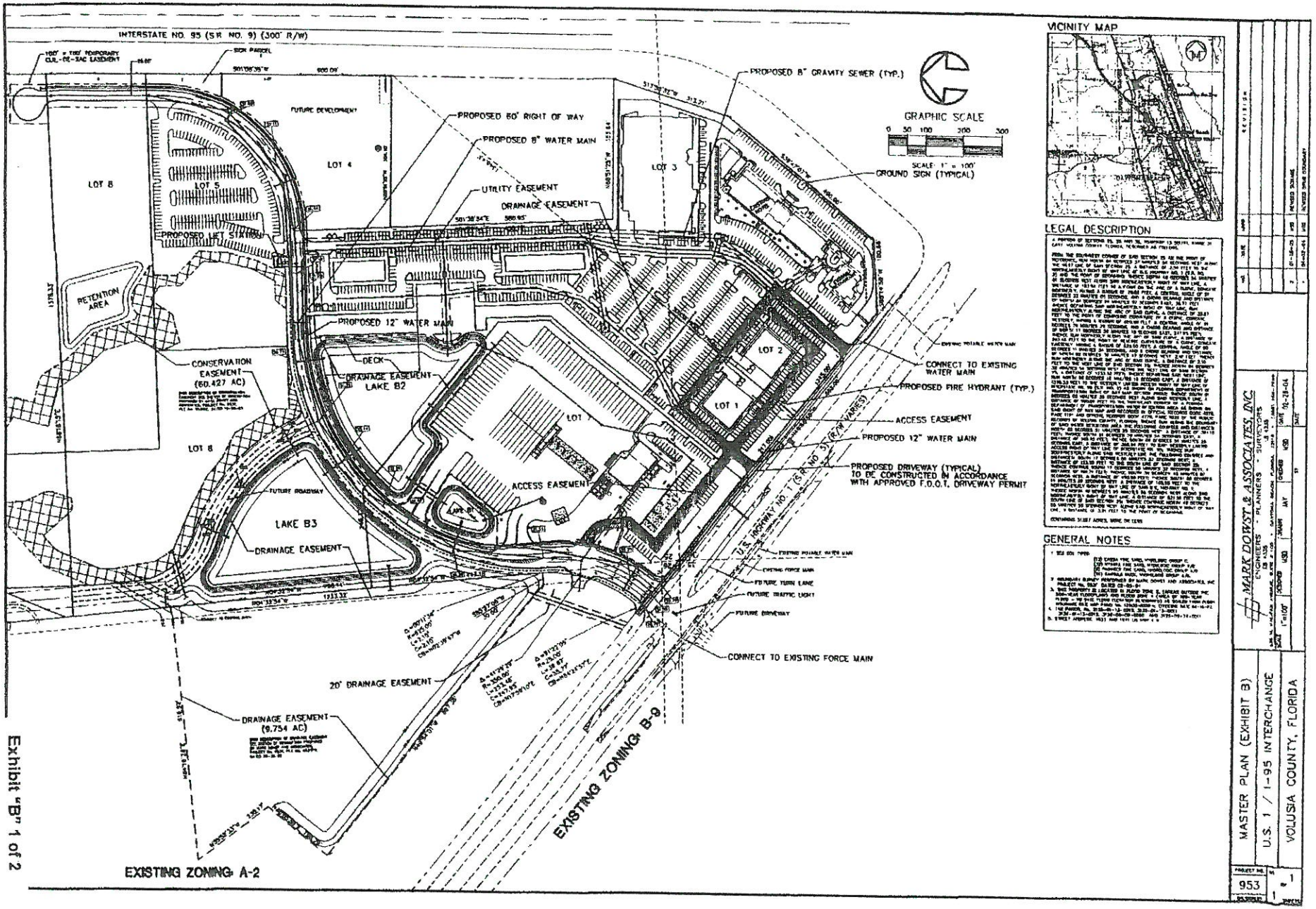
Page: 191
Page: 2037



VICINITY MAP

LEGAL DESCRIPTION

GENERAL NOTES

MARK DORST & ASSOCIATES, INC
ENGINEERS - PLANNERS - SURVEYORS

MASTER PLAN (EXHIBIT B)
U.S. 1 / I-95 INTERCHANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO. 953

Exhibit "B" 1 of 2

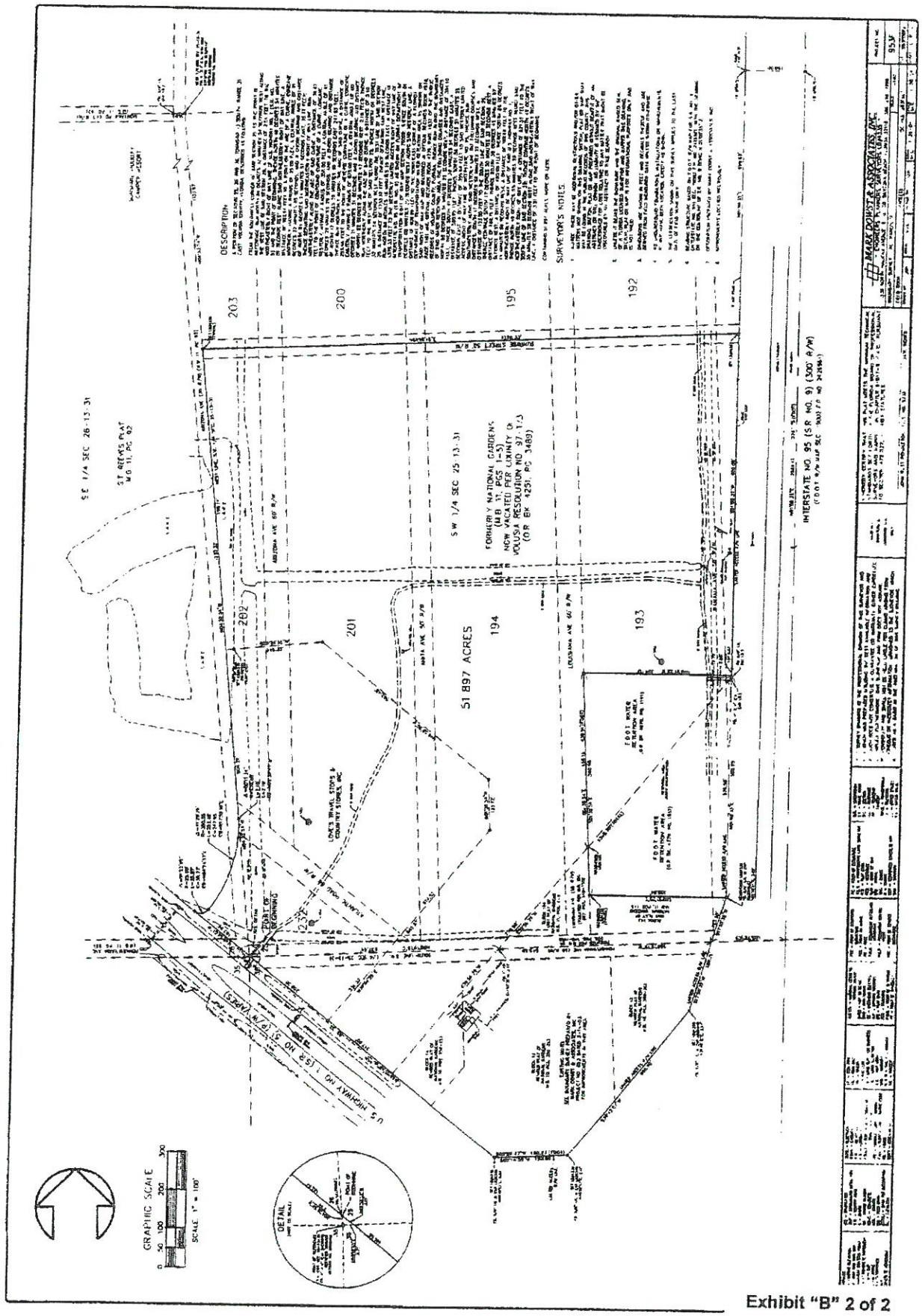


Exhibit "B" 2 of 2

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EXHIBIT "B-1"

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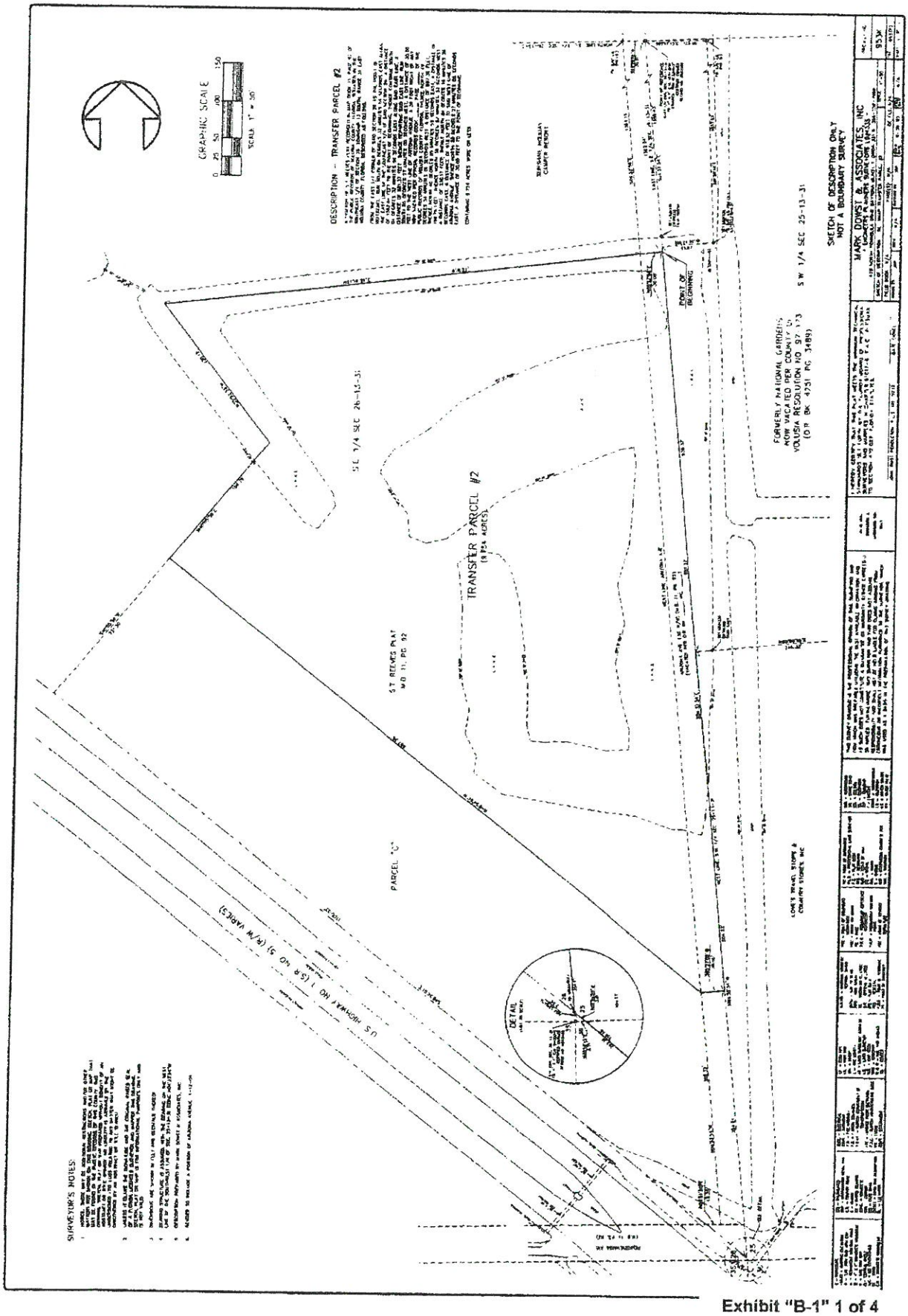

Exhibit "B-1" 1 of 4

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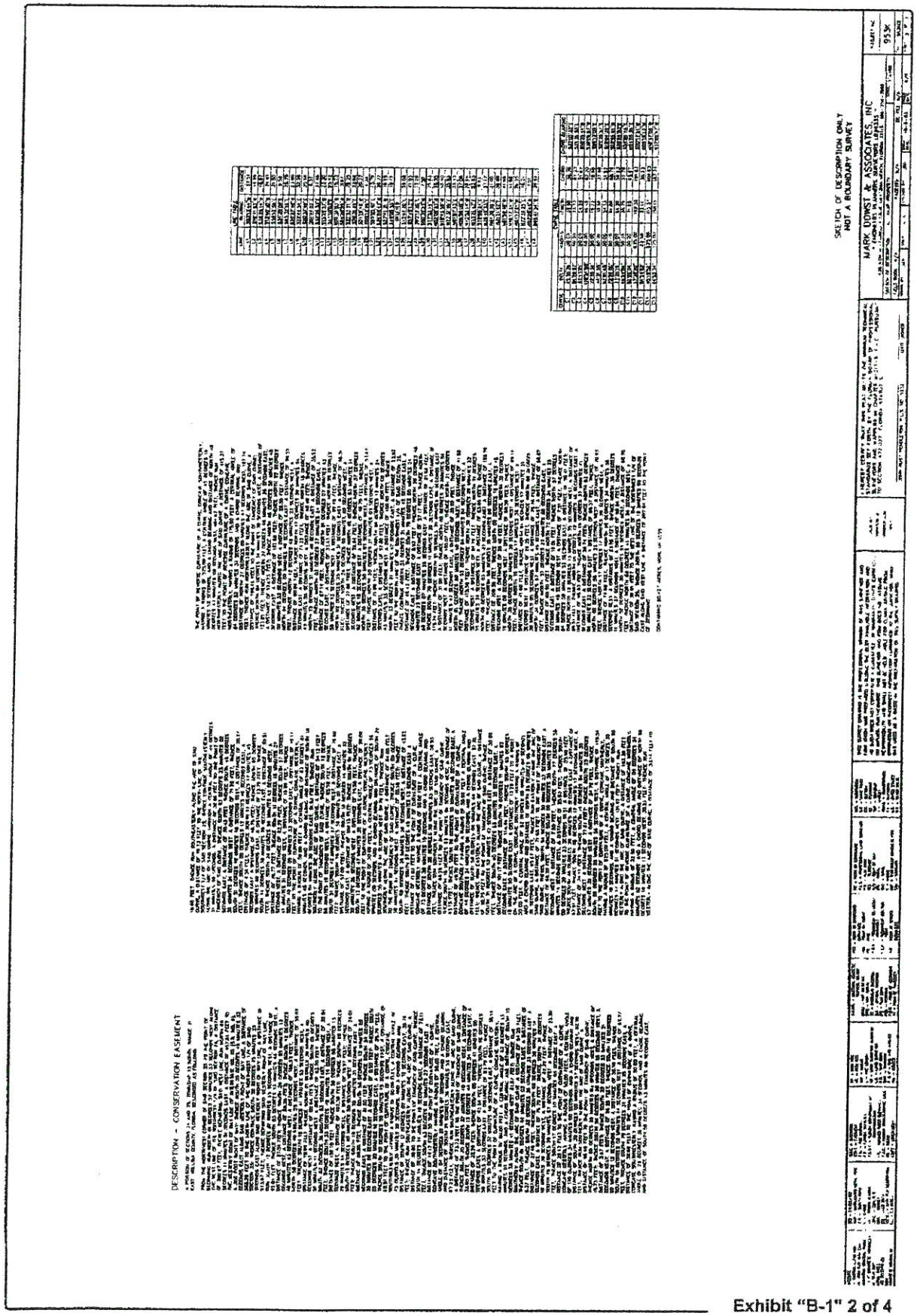

Exhibit "B-1" 2 of 4

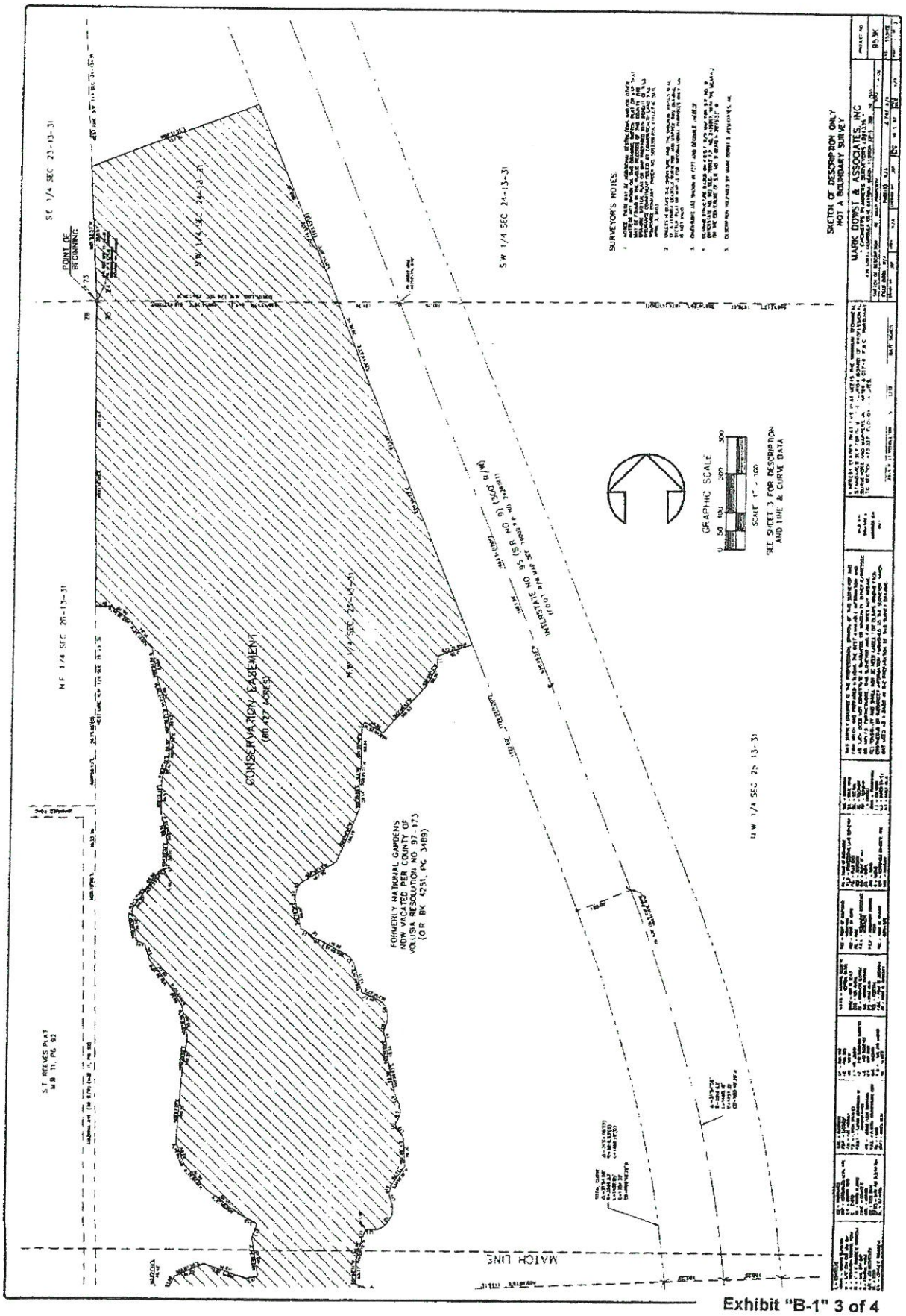

Exhibit "B-1" 3 of 4

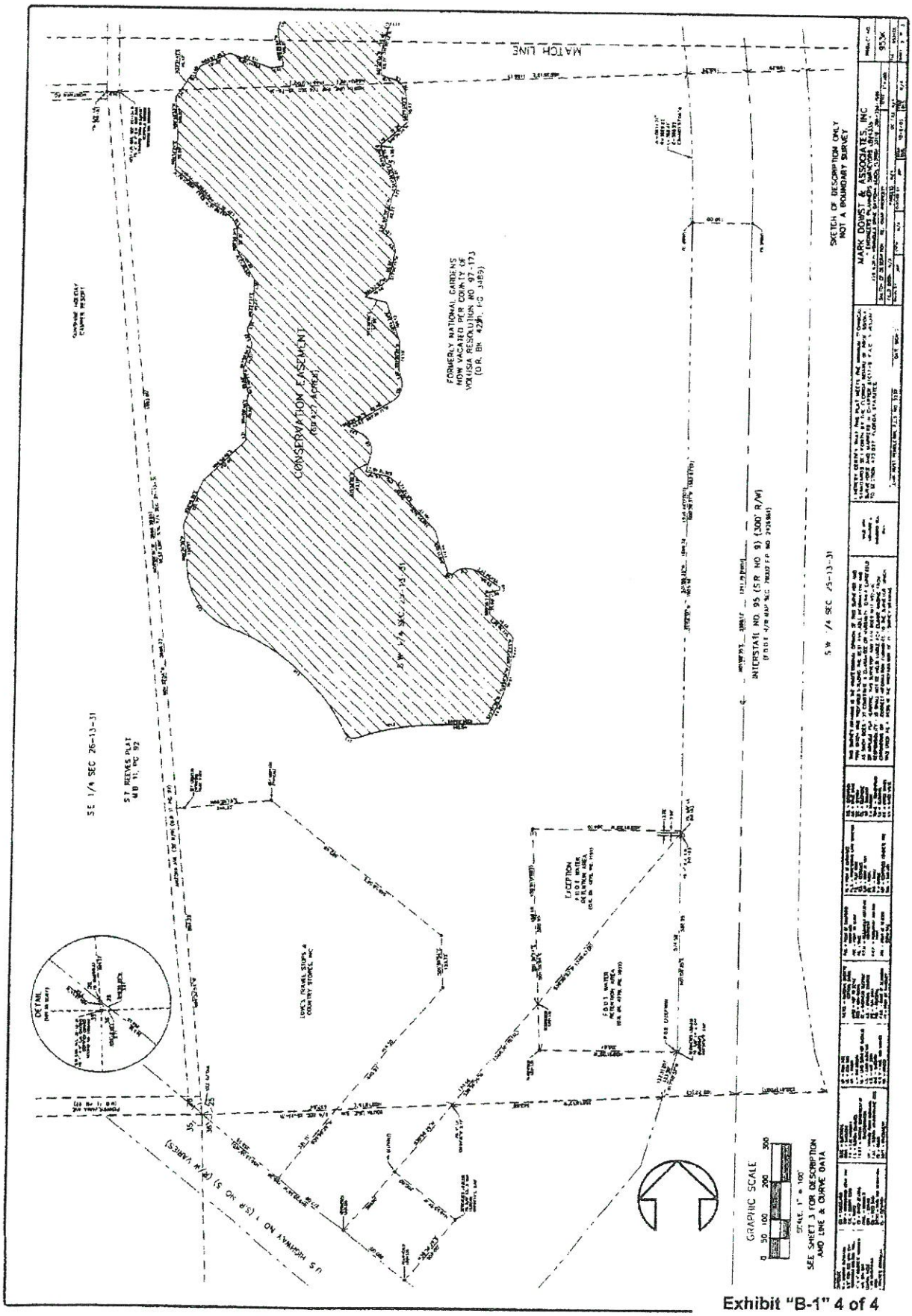

Exhibit "B-1" 4 of 4

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EXHIBIT "C"

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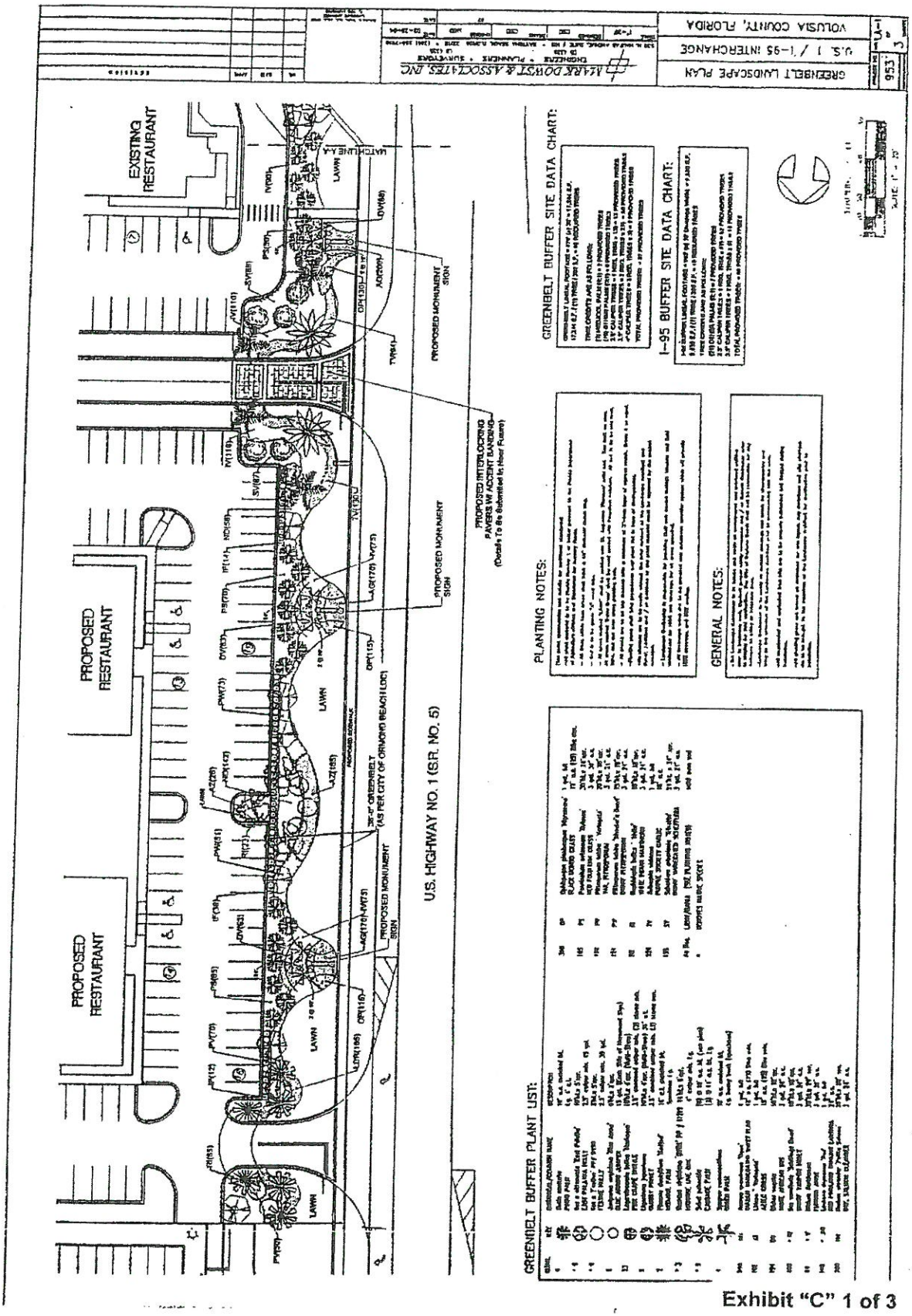

Exhibit "C" 1 of 3

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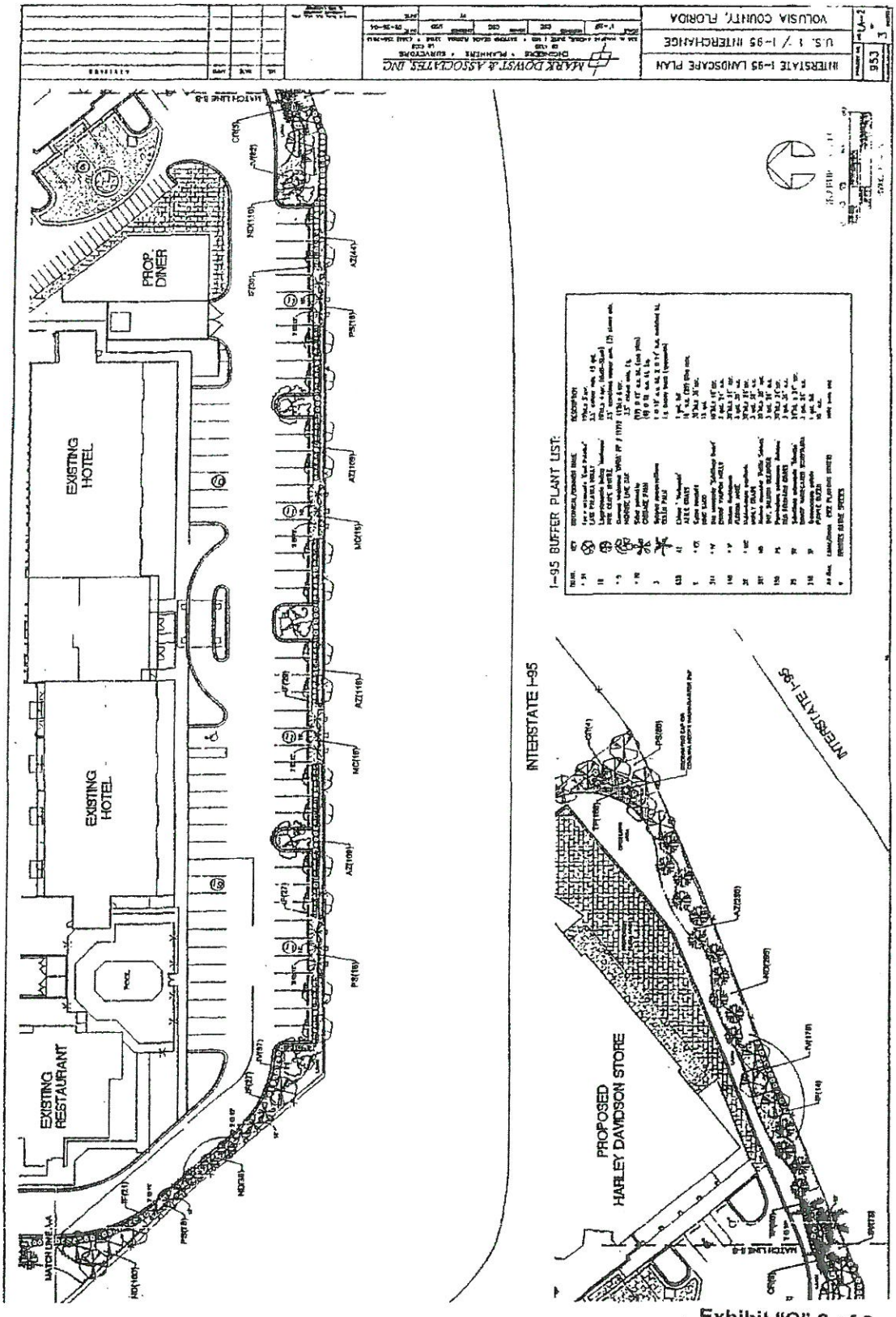

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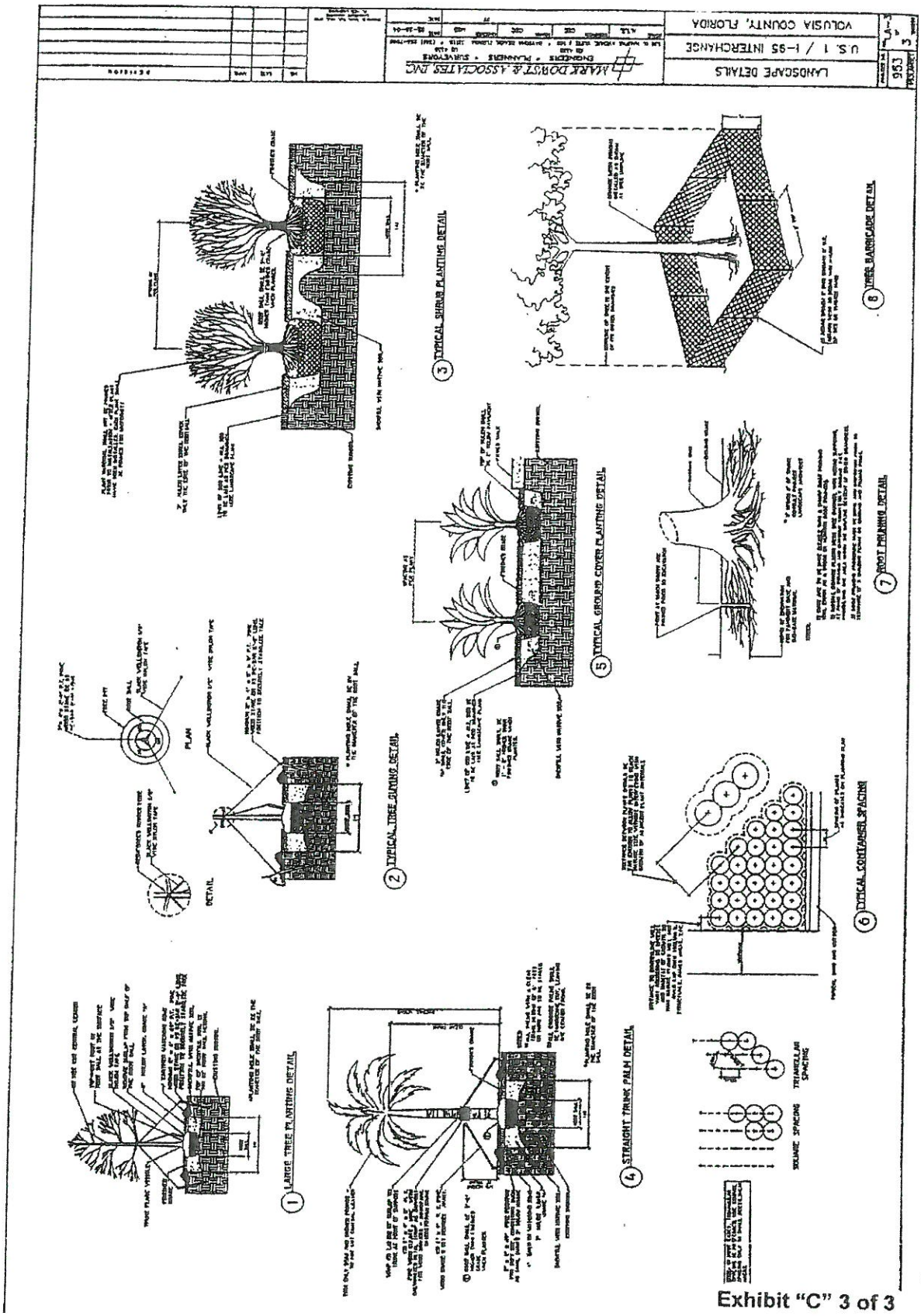

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be maintained in proper working order at all times by the owner of the late-night business, store or operation, and shall be subject to periodic inspection by the department of public safety. In the event of a crime occurring at a late-night business, store or operation, the sheriff's department, or appropriate police department, shall be contacted and be responsible for retrieval, care and custody of the security camera film. A height measuring device shall be placed either on the door of the business, store or operation, or at any convenient place at which it can be easily seen by the employees, for purposes of describing the criminal suspect.

(7) All owners, managers and employees who work at a late-night business, store or operation shall, within 30 days after the start of employment, complete a comprehensive course of instruction relating to robbery prevention and to sound safety practices in the event of a robbery. The course shall be certified and approved by the department of public safety or its designees. The county and the department of public safety assume no liability for the contents of said course or for the methodology used in teaching said course or for any injuries or damages resulting therefrom. The purpose of this provision and other provisions of this article is to promote the safety of employees of late-night businesses, stores or operations; and the provisions of this article are not intended, nor shall they be deemed, to vest any person with any law enforcement powers or any governmental powers.

(Ord. No. 90-25, § VI, 7-5-90)

Secs. 26-37—26-50. Reserved.

ARTICLE III. ITINERANT MERCHANTS

Sec. 26-51. Purpose and intent.

The county has an economy that is strongly dependent on tourism. Four regularly scheduled racing events are held during Speed Weeks, Bike Week, the Pepsi 400, and Biketoberfest at the Daytona Beach International Speedway or any other event approved pursuant to section 10-81, et seq, of this code, which draw many visitors and itinerant merchants to Volusia County. This article is applicable to the above described events only.

Volusia County is charged with the protection of the public health, safety and welfare. Therefore, it is the county's responsibility to regulate where itinerant merchants may locate and to require itinerant merchants to be licensed as provided in this chapter.

The intent of these requirements is for the owner to secure a permit for the itinerant merchants that may be authorized to operate from approved business locations on said owner's private property and at approved temporary campgrounds.

(Ord. No. 96-25, § I, 12-19-96; Ord. No. 01-86, § 1, 12-13-01)

Sec. 26-52. Jurisdiction.

This chapter shall only be applicable throughout the unincorporated areas of the county.

(Ord. No. 96-25, § II, 12-19-96)

Sec. 26-53. Definitions.

[The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:]

Itinerant merchant (IM) means any person, firm, corporation, organization, or other entity selling, displaying, promoting, or giving away merchandise, products or services at a location external to a regularly licensed business on a temporary basis. The term "itinerant merchant" also includes a business operator, on said operator's own property, when said operator engages in outside sales/display of goods/services that are not part of the normal business activities covered by said business occupational license.

Owner means any person, group of persons, firm or firms, joint venture, corporation or corporations, or any other legal entity having legal title to the land where the IM is located.

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Sales, display or activity area means the area used for the sales, display, or activities used by the itinerant merchant or other products, materials, services, etc.
(Ord. No. 96-25, § III, 12-19-96; Ord. No. 01-96, § 2, 12-13-01)

Sec. 26-54. License requirements.

Notwithstanding anything to the contrary in the Volusia County Zoning Ordinance No. 80-8, as amended, itinerant merchants shall be permitted in all zoning classifications, as provided in said zoning ordinance, where there are approved businesses in operation with a valid county occupational license, or where there are temporary campgrounds, approved by special exception pursuant to the zoning ordinance, in accordance with all other applicable laws and ordinances and under the following conditions:

(1) The owner shall obtain an itinerant merchant license (IML) from the financial and administrative services department for each IM located on said owner's property. No two or more vendors may share or operate under the same IML. Each separate itinerant merchant must have an IML. Any person who claims to be an employee of an itinerant merchant but appears to be operating as an independent merchant must be able to demonstrate to the satisfaction of the department that said person is in fact an employee and not an independent contractor, otherwise that person will be classified as a separate itinerant merchant. The owner where the itinerant merchant is located shall be held responsible for obtaining the IML and meeting the requirements of this article, including payment of the administrative fee. Provided, however, if the itinerant merchant is operating on publicly owned property, the person, firm or corporation sponsoring or promoting the event on said property shall obtain the IML, and shall be authorized to obtain a master permit for an amount to be set by resolution.

(2) Food vendors must meet all the requirements of the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation. Food vendors must be able to show proof that they have been properly licensed by these agencies.

(3) Tattoo services must operate in compliance with the provisions set forth in F.S. § 877.04 and any other applicable state laws.

(4) Vacant lots adjacent to and owned by established businesses, which are classified as business, commercial or industrial pursuant to the Volusia County Zoning Ordinance No. 80-8, as amended, may be used for itinerant merchants during the period authorized in subsection (6) below. Vacant lots adjacent to established businesses, which are classified as business, commercial or industrial pursuant to the Volusia County Zoning Ordinance No. 80-8, as amended, may be used for parking during the period authorized in subsection (6) below. However, vehicular access to said parking shall meet the requirements of Article VI of the Volusia County Land Development Code Ordinance 88-3, as amended. Otherwise, itinerant merchants shall not operate from vacant lots or road rights-of-way.

(5) The IML must be posted in a conspicuous location for verification purposes on the owner's property.

(6) Itinerant merchant sales, display or activities that are conducted during Speed Weeks, Bike Week, the Pepsi 400, and Biketoberfest shall only be operated five days before, during, and three days after any regularly scheduled racing event held at the Daytona Beach International Speedway. In addition, said license shall also apply to approved special events. Said time limits imposed herein shall include set-up and take-down of sales, displays or activities.

(7) In addition to the IML fee, the owner shall pay to the financial and administrative services department an administrative fee of $170.00 for each and every IML issued.

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(8) Said license shall expire on September 30 of each year, regardless of the date of issuance of the license.

(9) Said license shall be limited to one site or parcel of property during any one of the above described events. However, a valid IML may be transferred to other sites or parcels of property at other events held throughout the year.

(Ord. No. 96-25, § IV, 12-19-96; Ord. No. 01-36, § 8, 12-13-01)

Sec. 26-55. Enforcement.

The provisions of this chapter may be enforced by the following agencies: the Volusia County Growth and Resource Management Department, the Volusia County Sheriff's Office, the Volusia County Financial and Administrative Services, and the Volusia County Traffic Engineering Division. The sheriff is responsible for issuing "notices to appear" to the owner or itinerant merchants for violations of the provisions of this article. In addition, the owners or itinerant merchants may be subject to code enforcement board action as is otherwise provided for in this Code.

(Ord. No. 96-25, § V, 12-19-96; Ord. No. 01-36, § 4, 12-13-01)

Secs. 26-56—26-70. Reserved.

ARTICLE IV. MOTOR VEHICLE TITLE LOANS

Sec. 26-71. *Purpose*, findings, applicability.

The county council finds that title loan businesses in Volusia County are currently regulated by F.S. pt. I, ch. 538. However the statutes allows title loan lenders to charge annual interest rates of 264 percent for title loans. Further, the county council finds that there is a risk of financial devastation that faces customers of the motor vehicle title loan businesses in Volusia County who enter into title loans with extraordinarily high interest rates. The likelihood that persons of limited means will be unable to repay the title loans with interest, especially because of the excessive rates of interest, is great. Florida law allows this excessive interest rate but does not require an accounting as to the disposition of the automobile or the proceeds to the borrowers in the event of a default. However, F.S. § 538.17 permits political subdivisions of the State of Florida to

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ARTICLE I. IN GENERAL

Secs. 10-1—10-30. Reserved.

ARTICLE II. OUTDOOR ENTERTAINMENT EVENTS*

DIVISION 1. GENERALLY

Sec. 10-31. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Applicant means any person that applies for a permit issued pursuant to this article.

Annual outdoor entertainment event means more than one outdoor entertainment event, which occurs on the same site, more than one time during a calendar year, and which contains outdoor entertainment events similar in nature, with infrequent changes in detail.

Building means any structure with an impervious roof built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has completely enclosed walls around its perimeter.

Entertainment means any public performance, musical rendition, concert, contest, rally, play, dance, song, or comedic presentation, or any combination thereof, performed by one or more persons, whether or not those persons are compensated for said performance.

Outdoor musical entertainment event means any activity designed to attract 500 or more persons per day, for one or more days, for the purpose of listening to, viewing, and/or participating in outdoor entertainment conducted in open spaces, outside of an enclosed building.

Permittee means any person that has been issued a permit pursuant to this article.

Person means any natural person, individual, owner, operator, public or private corporation, firm, association, joint venture, partnership, or any other entity whatsoever, or combination thereof, of whatever kind.

Single outdoor entertainment event means an outdoor entertainment event that occurs one time during a calendar year, over a period of consecutive days.

Zoning Enforcement Official means the building and zoning director of the county or his/her duly authorized representative.

(b) Webster's New Collegiate Dictionary (G & C Merriam Co. 10th Ed.) shall be used for the definition of any words not defined in this ordinance.
(Ord. No. 94-3, § III, 3-24-94; Ord. No. 02-12, § II, 8-15-02)

Cross reference—Definitions and rules of construction generally, § 1-2.

Sec. 10-32. Penalty.

Violations of this article are punishable as provided in Chapter 1, section 1-7 of the Code.
(Ord. No. 94-3, § XIV, 3-24-94; Ord. No. 02-12, § III, 8-15-02)

Sec. 10-33. Purpose; jurisdiction; provisions of article supplemental.

This article is enacted in the interest of the public health, safety and welfare of the citizens and inhabitants of the county and to provide necessary regulation of outdoor entertainment events as defined herein. This article shall apply to and be enforced in the unincorporated areas of the county. This article shall be considered supplementary to any other ordinance now existing in the county.
(Ord. No. 94-3, § II, 3-24-94; Ord. No. 02-12, § IV, 8-15-02)

Sec. 10-34. Article not to affect land development or building regulations.

This article shall not be construed to amend the Volusia County Zoning Ordinance (appendix

*Editor's note—Ord. No. 02-12, § I, adopted Aug. 15, 2002, amended the title of Art. II to read as herein set out. Prior to inclusion of said ordinance, Art. II was entitled, "Music or Entertainment Festivals." See the Code Comparative Table.

Cross reference—Noise, § 50-491 et seq.

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B to this Code), the Volusia County Land Development Code (appendix A to this Code), the Volusia County Beach Code (chapter 20), or any other land development regulation or article in effect in the county.
(Ord. No. 94-3, § XVI, 3-24-94; Ord. No. 02-12, § V, 8-15-02)

Sec. 10-35. Exemptions; notice to Sheriff of amplified sound.

(1) Specifically exempted from the terms of this article is any outdoor entertainment event which occurs on property commonly known as the Volusia County Fairgrounds during the period of the Volusia County Fair.

(2) This article is not intended to regulate outdoor entertainment events approved as part of a temporary campground that has received a special exception, regulated by Chapter 20 of this Code, or those activities which occur in permanent grandstand structures such as football stadiums, racetracks or arenas.

(3) Notwithstanding these exemptions, all exempted facilities shall deliver written notice to the Sheriff's office, at minimum, 10 working days prior to commencement of any amplified sound emanating from the site.
(Ord. No. 94-3, § IV, 3-24-94; Ord. No. 02-12, § VI, 8-15-02)

Sec. 10-36. Authority of Sheriff to close certain outdoor entertainment events.

Notwithstanding anything to the contrary in this article, pursuant to the powers vested in the Sheriff by Florida Statute Chapter 30, the sheriff may enter the site of any outdoor entertainment event and may close said outdoor entertainment event if the operation is dangerous to the public safety or is conducted in a disorderly manner, whether or not said outdoor entertainment event is permitted under this article.
(Ord. No. 94-3, § XV, 3-24-94; Ord. No. 02-12, § VII, 8-15-02)

Sec. 10-37. Prohibited acts.

It shall be unlawful for any person to do any of the following:

(1) To promote, conduct, operate or stage an outdoor entertainment event without first obtaining all required permits.

(2) To promote, conduct, operate or stage an outdoor entertainment event in violation of the requirements of this article or permit conditions.

(3) To promote, operate, conduct or stage any outdoor entertainment event in such a manner as to create a public or private nuisance.

(4) To allow any person to remain on the premises of the permitted outdoor entertainment event if said person has caused or created a disturbance, or engaged in illegal activities on said premises.
(Ord. No. 94-3, § XIII, 3-24-94; Ord. No. 02-12, § VIII, 8-15-02)

Secs. 10-38—10-60. Reserved.

DIVISION 2. PERMIT

Sec. 10-61. Permit required; eligibility.

(a) No person shall stage, promote, conduct or operate any outdoor entertainment event in the unincorporated areas of the county without first obtaining an outdoor entertainment event permit from the appropriate county representative.

(b) To be eligible for the issuance of an outdoor entertainment event permit, there shall be located on the subject lot or parcel, an existing lawful permitted use with a principal building.

(c) A permit may be issued on an annual or single event basis. An annual permit application may be amended from time to time, as circumstances require, not less than one month prior to an outdoor entertainment event.

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(d) An annual outdoor entertainment event permit shall not apply to any single outdoor entertainment event which does not comply with the requirements of this article or the conditions of the permit.
(Ord. No. 94-3, § V, 3-24-94; Ord. No. 02-12, § IX, 8-15-02)

Sec. 10-62. Permit application requirements; prerequisites to issuance; fees.

(a) An outdoor entertainment event permit as required by this article shall not be issued unless a complete application, accompanied by proof of compliance with the following requirements is submitted to the county no later than 60 days prior to the commencement of the outdoor entertainment event:

(1) A state approved plan approved by the Volusia County Health Department which provides for adequate sanitation facilities and sewage disposal. Said plan must provide an adequate number of solid waste containers placed in appropriate locations on the site. These containers shall be emptied and cleaned on an as-needed basis. The outdoor entertainment event site shall be cleared of all litter and other refuse on a daily basis. The applicant shall submit to the county, at least 30 days prior to the outdoor entertainment event a signed, written contract providing for adequate sanitation and sewage disposal facilities.

(2) A provision providing for vehicular parking. Patron parking may be located on-site or off-site. Off-site parking must include a plan for the transportation of the patrons from said parking facilities to the outdoor entertainment event site.

(3) A provision for emergency medical services.

(4) A provision for adequate security, traffic control and parking in and around the outdoor entertainment event area. Said security and traffic control plan shall include, but is not limited to, providing off-duty law enforcement officers during the outdoor entertainment event. The number of said officers to be retained shall be determined by the Sheriff's Office. The applicant shall submit to the county and the Sheriff's Office, at least 30 days prior to commencement of the outdoor entertainment event, a signed, written contract for this service. The contract shall include the name, telephone number and address of the person in charge of security.

(5) Adequate illumination of the premises is required if the outdoor entertainment event is to occur or continue during darkness. On-site lighting must be designed to eliminate any lighting spillover onto adjoining properties.

(6) A provision for fire protection and emergency services.

(7) Copies of a site plan, drawn to a scale no less than one inch equals 100 feet, showing the location and layout of all buildings and structures, parking facilities, sanitation facilities, medical facilities, security gates, ingress and egress points, and lighting poles. The number of copies to be submitted will be determined by the county staff.

(8) Full disclosure regarding the financial backing of the outdoor entertainment event and the names of all persons or groups who will perform at said outdoor entertainment event.

(9) Disclosure of the dates and hours of operation of the outdoor entertainment event is required. Acceptable hours of operation of any outdoor entertainment event are between 8:00 a.m. and 2:00 a.m., daily.

(10) The name, age, residence, telephone number and mailing address of the person making said application. Partnership, joint venture and corporate information must be submitted, if applicable.

(11) A statement of the kind, character, type and elements of the outdoor entertainment event.

(12) The address and legal description of the outdoor entertainment event site. Addi-

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tionally, the applicant must provide evidence of property ownership for the outdoor entertainment event site, accompanied by a notarized consent from said property owner allowing use of the site for the proposed outdoor entertainment event.

(13) An estimate of the number of customers, spectators, participants and other persons expected to attend the outdoor entertainment event on a daily basis.

(14) Identification of how adjacent properties would be protected from the impacts of the outdoor entertainment event (including, but not limited to, the impacts of noise, lighting, traffic and other related impacts).

(15) Written authorization for unlimited and unconditional 24-hour access without notice or entry fee to the outdoor entertainment event site for inspection purposes by the following agencies: Volusia County Sheriff's Office, State Health Department, Volusia County Financial and Administrative Services Department, Volusia County Fire Services Division, and Volusia County Growth and Resource Management Department.

(16) Demonstration, by all food and beverage concession operations, of compliance with the Department of Business and Professional Regulation permit conditions prior to operating on the outdoor entertainment event site.

(17) Demonstration that all outdoor entertainment event vendors possess a Volusia County occupational license. Vendors shall not sell any item prohibited by local, state or federal law.

(18) The applicant shall comply with the above-described conditions and meet any other reasonable conditions set by county staff or county council discretion.

(b) Fees: The license application must be accompanied by payment of the following non refundable, non-transferable fees:

(1) Five hundred dollars ($500.00) for an annual outdoor entertainment event permit;

(2) Two hundred fifty dollars ($250.00) for a single outdoor entertainment event permit.

(3) Any not-for-profit organizations, exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, are required to pay the application fee.

(Ord. No. 94-3, § VI, 3-24-94; Ord. No. 02-12, § X, 8-15-02)

Sec. 10-63. Processing of application.

Upon receipt of a complete application and the application fee for a permit the zoning enforcement official shall promptly distribute copies of the application to the Volusia County Sheriff's office, the Volusia County Fire Services Department, the Volusia County Growth and Resource Management Department, the Volusia County Public Works Department, and the state department of health. Each agency shall thoroughly review and investigate the application and submit, to the zoning enforcement official, written comments and recommendations related to each agency's field of expertise.

(Ord. No. 94-3, § VII, 3-24-94; Ord. No. 02-12, § XI, 8-15-02)

Sec. 10-64. Action by zoning enforcement official.

Upon review of the application and receipt of the recommendations from the aforementioned agencies, the zoning enforcement official may grant the permit, deny the permit, or grant the permit subject to special permit conditions.

(Ord. No. 94-3, § VIII, 3-24-94; Ord. No. 02-12, § XII, 8-15-02)

Sec. 10-65. Issuance; transfer.

Upon approval by the zoning enforcement official, the zoning enforcement official shall issue a permit for the outdoor entertainment event. Permits are not transferable.

(Ord. No. 94-3, § IX, 3-24-94; Ord. No. 02-12, § XIII, 8-15-02)

Sec. 10-66. Grounds for permit denial.

The zoning enforcement official may deny issuance of a permit if:

(1) The applicant fails to meet the requirements of this article, any conditions im-

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posed upon the applicant, or the requirements of any other ordinance of the county.

(2) The proposed outdoor entertainment event will be conducted in a manner or in a location which fails to meet the health, zoning, fire or building and safety standards established by ordinance or the laws of the state.

(3) The applicant has knowingly made a false, misleading or fraudulent statement of material fact in the application for permit or in any other document required pursuant to this article.

(4) The applicant, its employee, agent or any person connected or associated with the applicant as partner, director, officer, stockholder, associate or manager has previously conducted the type of outdoor entertainment event being applied for, which resulted in the creation of a public or private nuisance.

(Ord. No. 94-3, § X, 3-24-94; Ord. No. 02-12, § XIV, 8-15-02)

Sec. 10-67. Grounds for revocation; notice of revocation.

(a) The zoning enforcement official shall have the power to revoke any permit, or to revoke and reinstate any permit upon suitable conditions, when the following causes exist:

(1) The permittee fails, neglects or refuses to remit the required permit fee.

(2) The permittee fails, neglects or refuses to fulfill any or all permit conditions imposed pursuant to this article.

(3) The permittee allows or causes the outdoor entertainment event to be conducted in a manner which violates any law or regulation established by county ordinance or state law.

(4) The permittee denies site entry as required by section 10-62(a)(15) of this Code.

(b) Upon revocation of the permit, the zoning enforcement official shall provide to the permitee, notice of revocation setting forth the reasons for the revocation.

(Ord. No. 94-3, § XI, 3-24-94; Ord. No. 02-12, § XV, 8-15-02)

Sec. 10-68. Appeal.

A permittee who is aggrieved by the decision of the zoning enforcement official may file a written appeal of that decision to the county council within ten working days of the zoning enforcement official's decision. The appeal shall state fully the specific grounds for the appeal and all facts relied on by the permittee. The council shall consider only those items specified in the appeal. Said appeal shall stay the revocation of the outdoor entertainment event permit until the county council has acted upon said appeal. The county council may approve, reject or modify any previous decision of the zoning enforcement official.

(Ord. No. 94-3, § XII, 3-24-94; Ord. No. 02-12, § XVI, 8-15-02)

Secs. 10-69—10-100. Reserved.

[redacted]

Sec. 10-101. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverages means all beverages containing more than one percent of alcohol by weight.

Establishment dealing in alcoholic beverages means any business or commercial establishment (whether open to the public at large or where entrance is limited by cover charge or membership requirements) including those licensed by the state for sale and/or service of alcoholic beverages, and any bottle club; hotel; motel; restaurant; nightclub; country club; cabaret; meeting facility utilized by any religious, social, fraternal

[redacted]

*Cross reference—Alcoholic beverages, ch. 6.
Special acts reference—Alcoholic beverages, ch. 206.

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COMPOSITE EXHIBIT "F"

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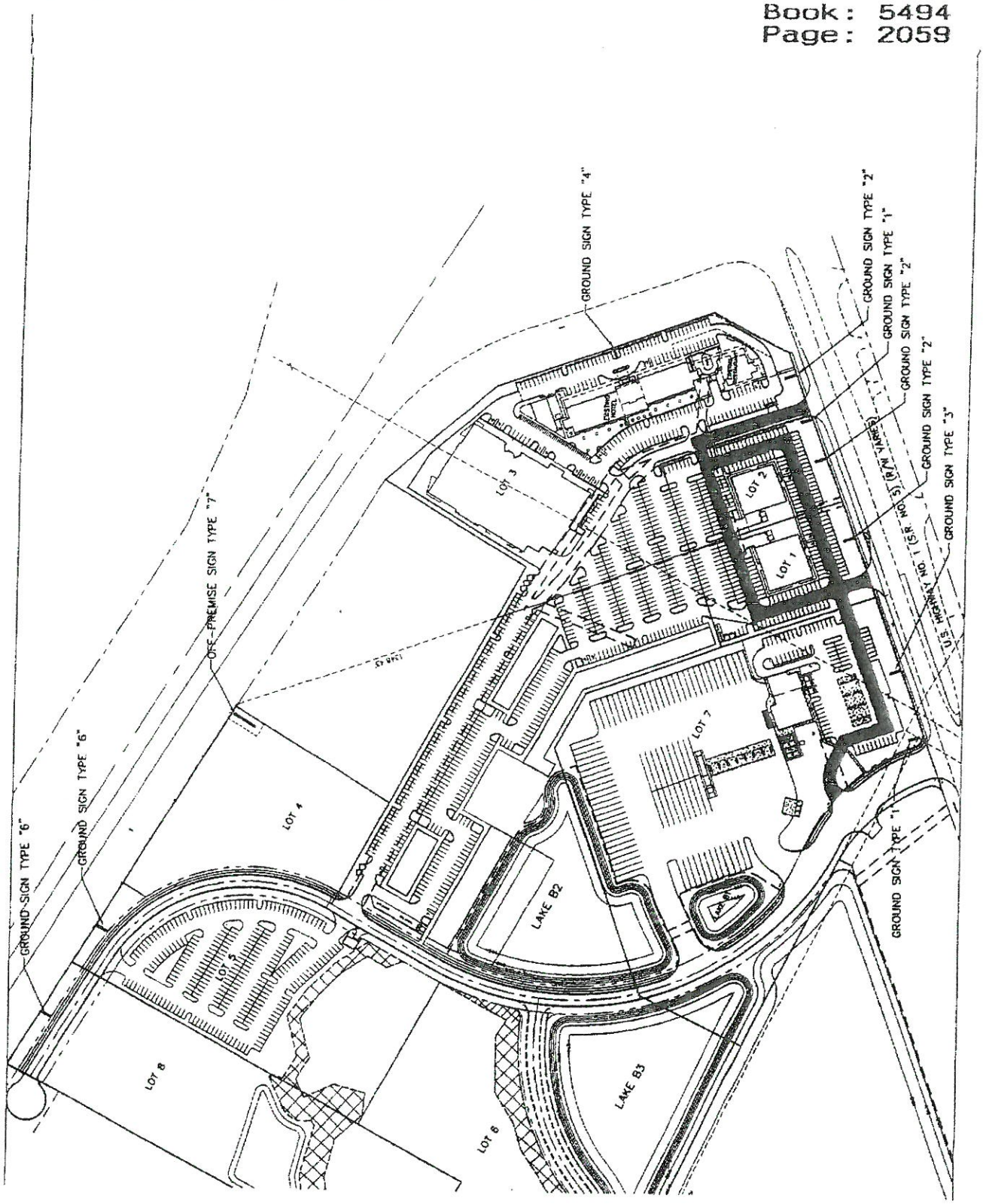

GROUND SIGN LOCATIONS

Composite Exhibit "F" 1 of 12

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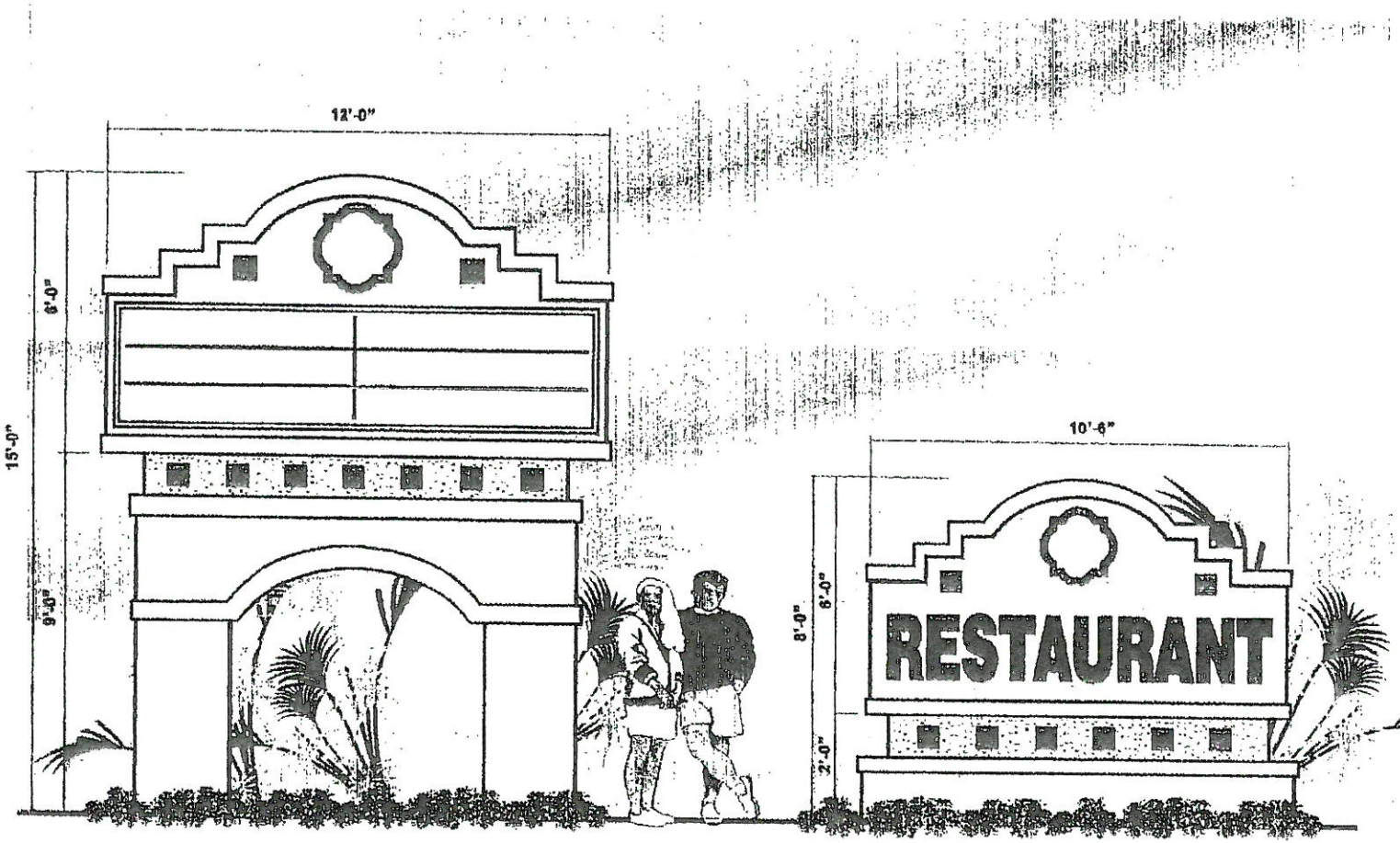

DES.#4250 F-6

DAYTONA HARLEY-DAVIDSON

DOUBLE FACE ILLUMINATED MONUMENT SIGNS SCALE: 1/2" = 1'-0"

SIGN TYPE "1"

SIGN TYPE "2"

KENCO 2000, INC. SIGN & AWNING

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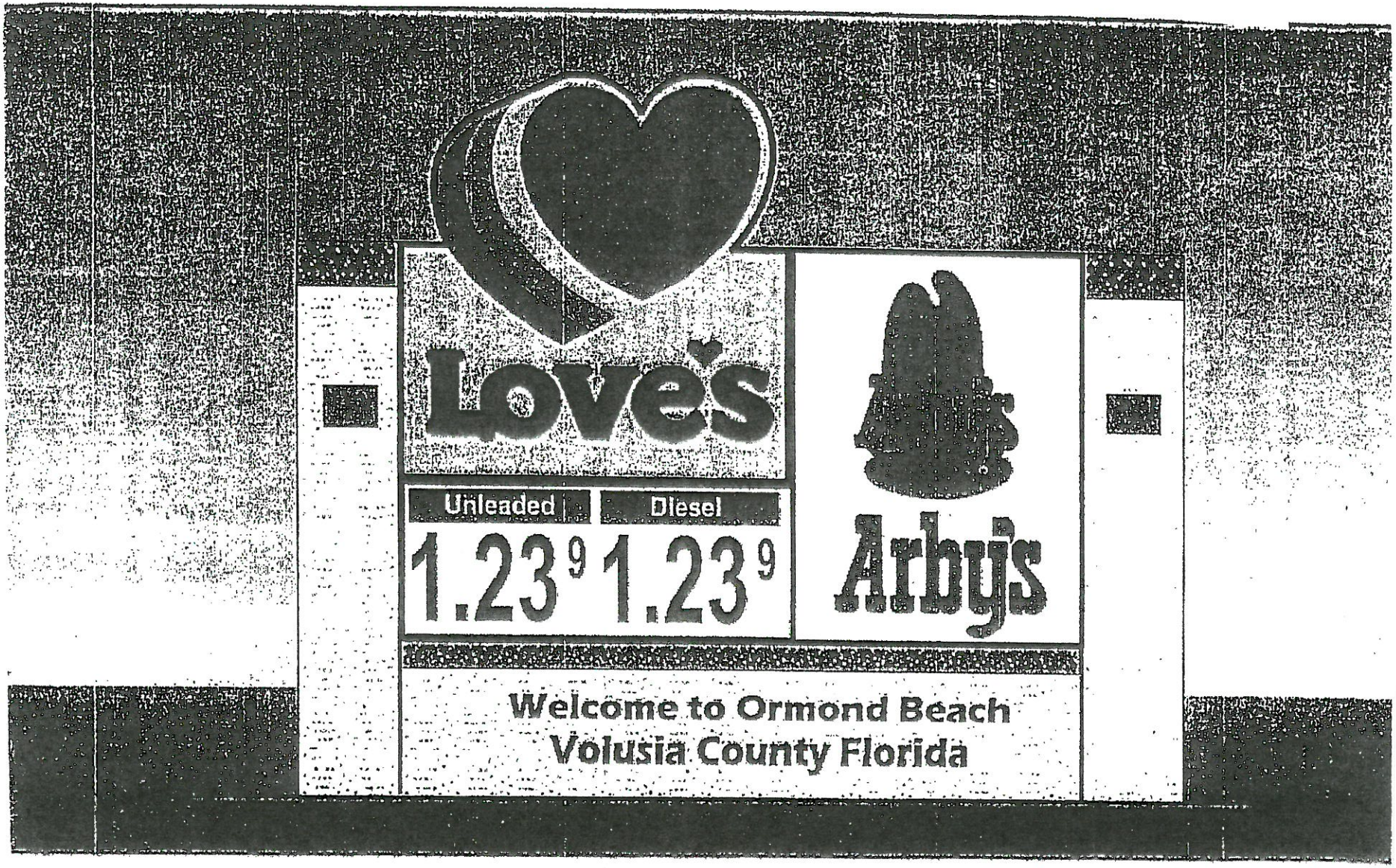

SIGN TYPE "3"

Preliminary Monument sign for Ormond Beach, FL

Total Sign Area Excluding bottom and end monument supports is 125 SF
Love's. =8'2" x 7'6"

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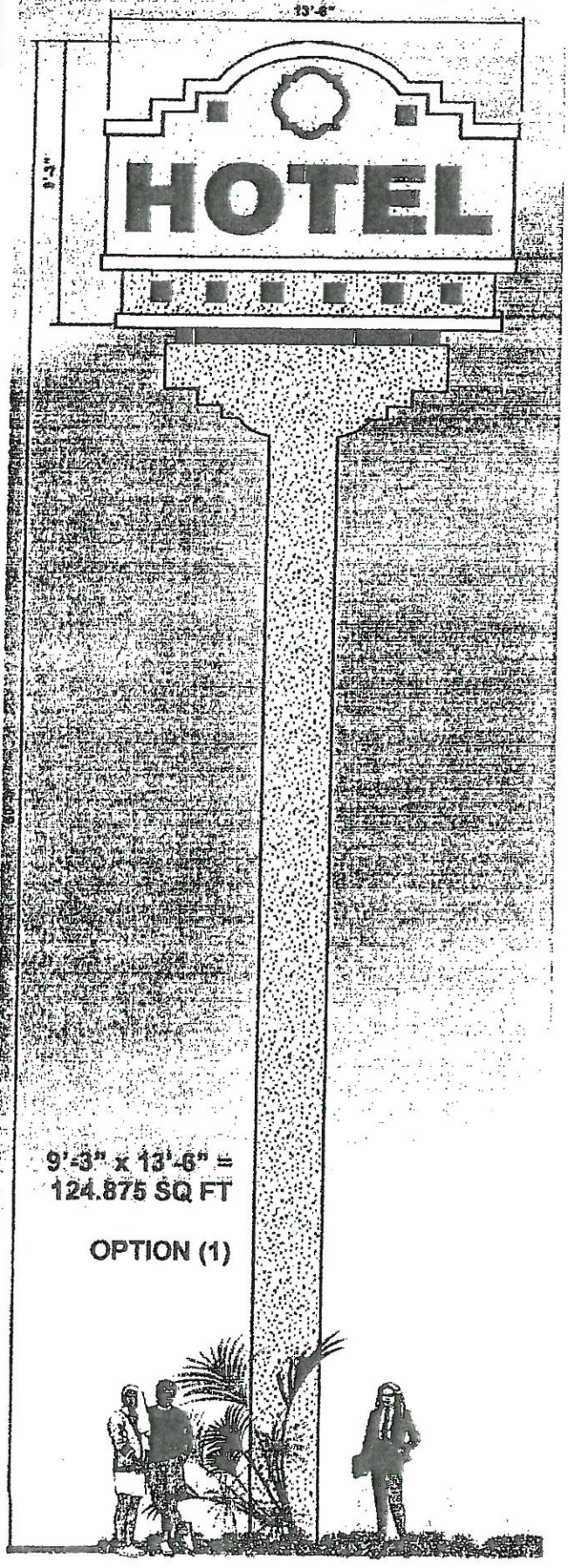

DES.#4250 F-2

DATE: 02/17/04
DESIGNER: RICK Z
CHECKED BY:
1)
2)
3)
4)

SHEET 1 OF 1

DAYTONA HARLEY DAVIDSON
I-95 / U.S. 1 LOCATION
ORMOND BEACH FL
4250 NOTED
RAYMOND WEBB
COREL8

KENCO 2000, INC.
SIGN & AWNING

SIGN TYPE "4"

Composite Exhibit "F"

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ILLUSTRATION OMITTED

INTENTIONALLY. THERE

IS NOT TYPE "5" SIGN

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ILLUSTRATION OMITTED

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Composite Exhibit "F" 5 of 12

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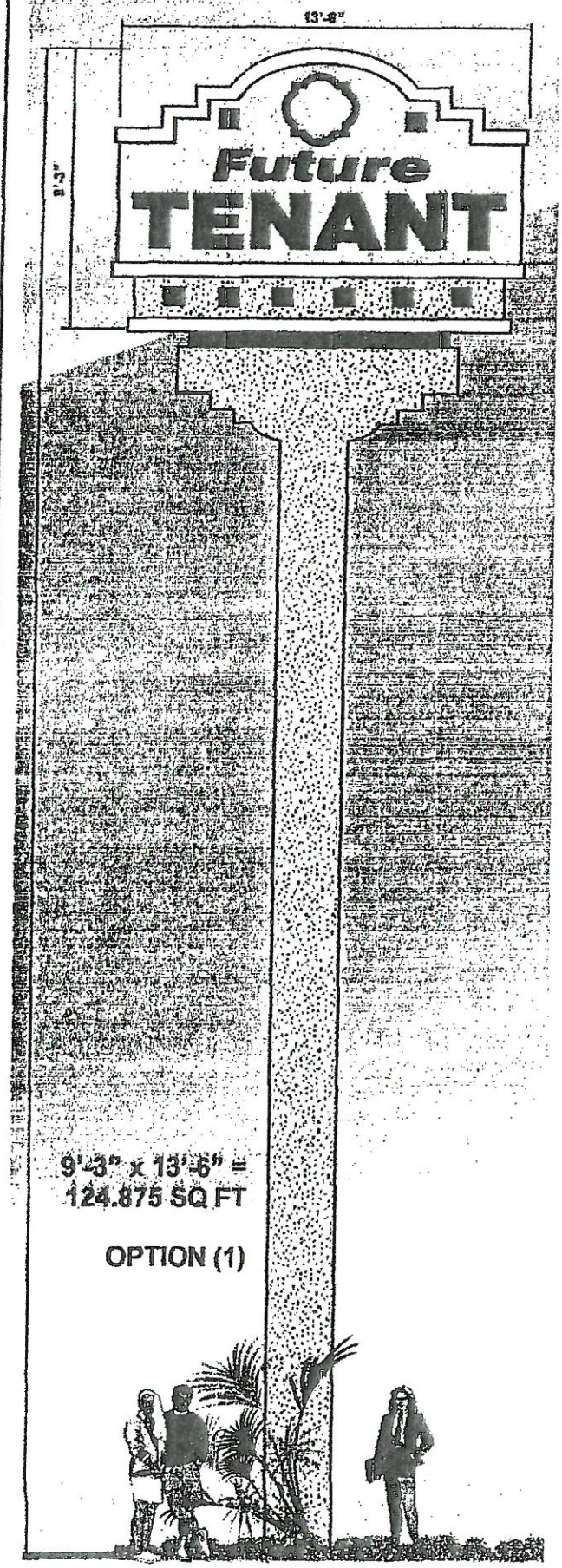

SIGN TYPE "6"

DES.#4250 F-1

DATE: 02/17/04
DESIGNER: RICK Z
CHECKED BY:
1)
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3)
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SHEET 1 OF 1

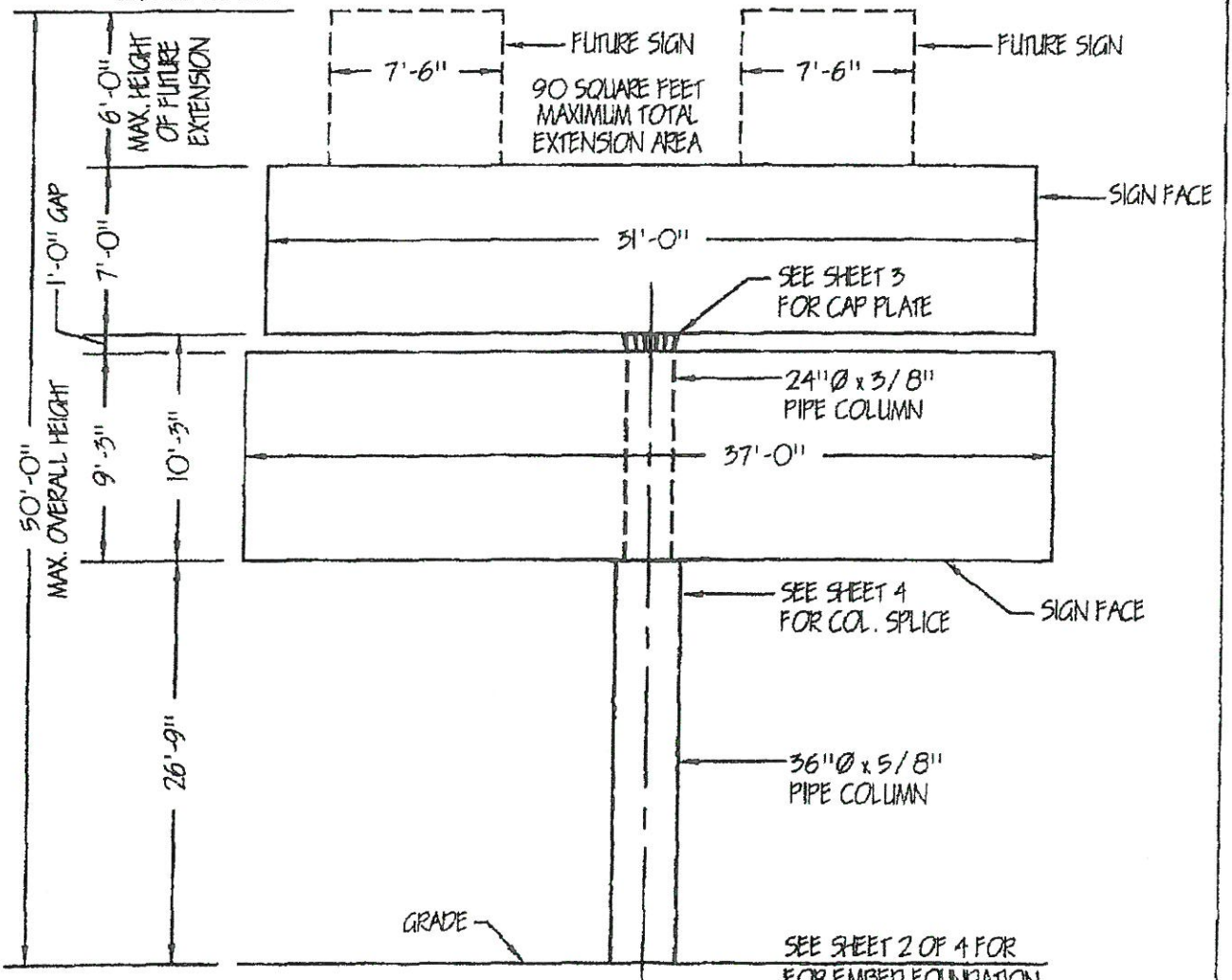
DAYTONA HARLEY DAVIDSON
I-95 / U.S. 1 LOCATION
ORMOND BEACH FL
4250 NOTED
RAYMOND WEBB
COREL9

KENCO 2000, INC. SIGN & AWNING

Instrument# 2015-191587 # 81
Book: 7174
Page: 220

NOTES:

1. ALL BOLTS 3/4"Ø A-325 UNLESS NOTED.
2. CONCRETE STANDARD WEIGHT 3000 P.S.I. @ 28 DAYS COMPRESSIVE STRENGTH.
3. ALL REINFORCING SHALL BE A.S.T.M. A-615 GRADE 60.
4. DESIGN WIND LOAD = 46 P.S.F. (130 M.P.H. PER IBC-2000).
5. ALL STEEL SHALL BE A.S.T.M. A-36 UNLESS NOTED.
6. MAXIMUM SIGN FACE AREA 650 SQ. FEET.
7. ALL WELDS SHALL BE MADE BY AN A.W.S. CERTIFIED WELDER USING E70 FILLER MATERIAL.
8. FOUNDATION DESIGN IS BASED ON SOIL BORING DATED JUNE 12, 2002 BY "UNIVERSAL ENGINEERING SERVICES" (PROJECT NO. 45780-001-01).



B&P JOB NO. 03057.04

ELEVATION

BENNETT & PLESS, INC.
Consulting Structural Engineers
830 McCallie Avenue
Chattanooga, TN 37403
423 756-7043 FAX 423 756-7044

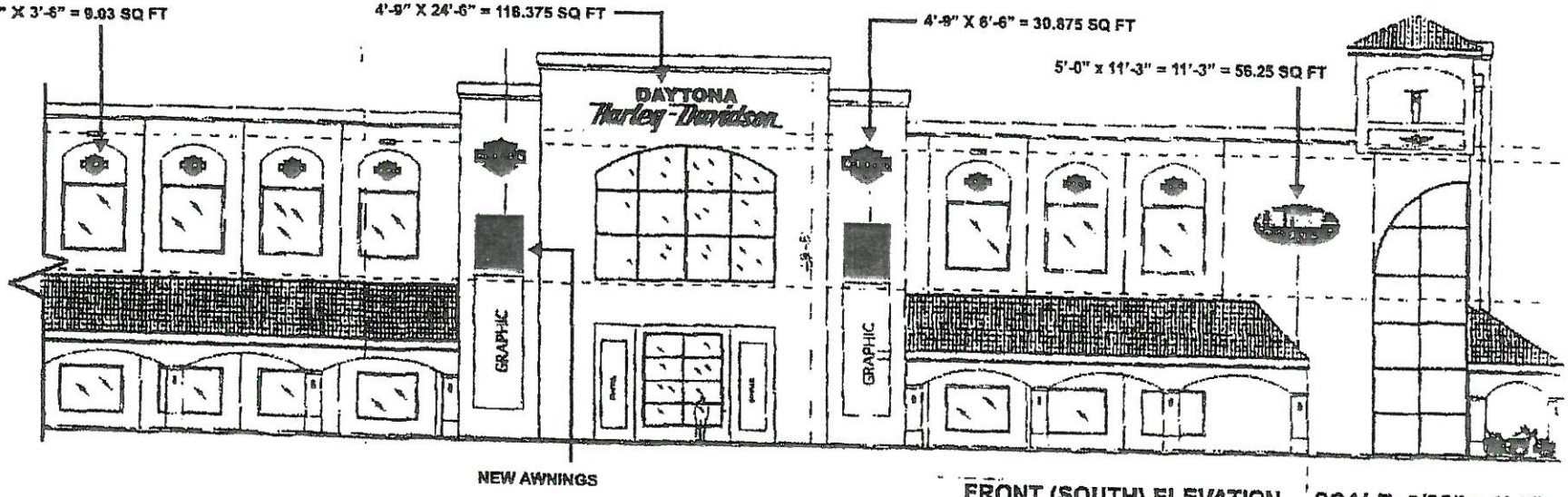
Copyright 2004 Bennett & Pless, Inc.
All Rights Reserved

job name ESCO ELECTRIC SIGNS	date 5-25-04	sheet #	
BILLBOARD SIGN	by TED	1	
ORMOND BEACH, FL	chk'd. T.F.I.	of 4	

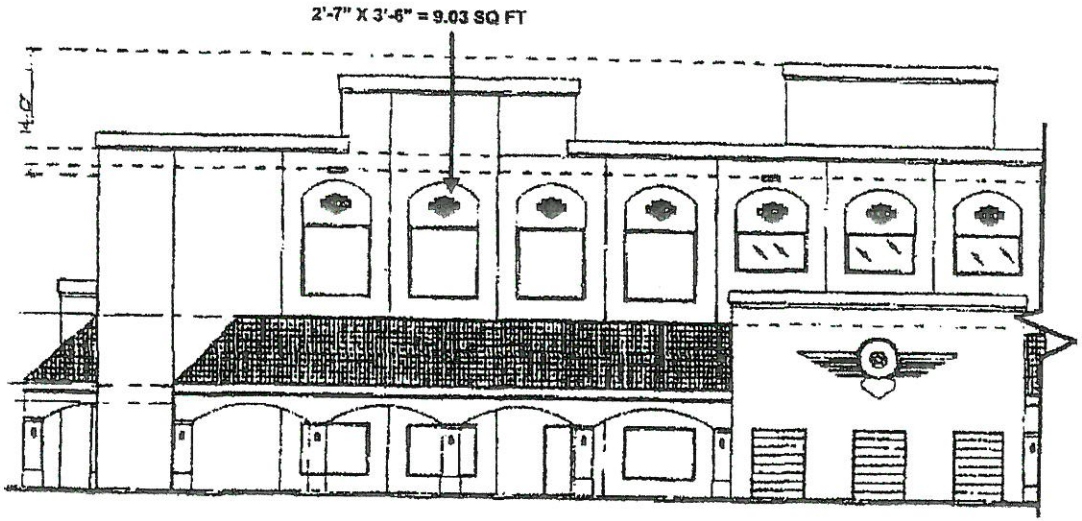
OFF-PREMISE SIGN TYPE "7"

Composite Exhibit "F" 7 of 12

Instrument# 2015-191587 # 82
Book: 7174
Page: 221



FRONT (SOUTH) ELEVATION SCALE: 3/32" = 1'-0"



FRONT (SOUTH) ELEVATION SCALE: 3/32" = 1'-0"

SPECIFICATIONS:

(1) ONE NEW SET ILLUMINATED CHANNEL LETTERS.

CHANNEL LETTERS TO BE ALL ALUMINUM CONSTRUCTION W/ ACRYLIC FACES & 2" JEWELITE TRIM CAP RETAINERS.

INTERNAL NEON ILLUMINATION W/ SELF-CONTAINED TRANSFORMERS.

LETTERS TO BE INSTALLED ON BUILDING AS SHOWN.

(17) SEVENTEEN NEW SINGLE FACE ILLUMINATED WALL LOGO SIGNS.

ALUMINUM CABINETS W/ ACRYLIC FACES & VINYL COPY APPLIED FIRST SURFACE.

INTERNAL FLUORESCENT ILLUMINATION.

LOGOS TO BE INSTALLED ON BUILDING WALL AS SHOWN.

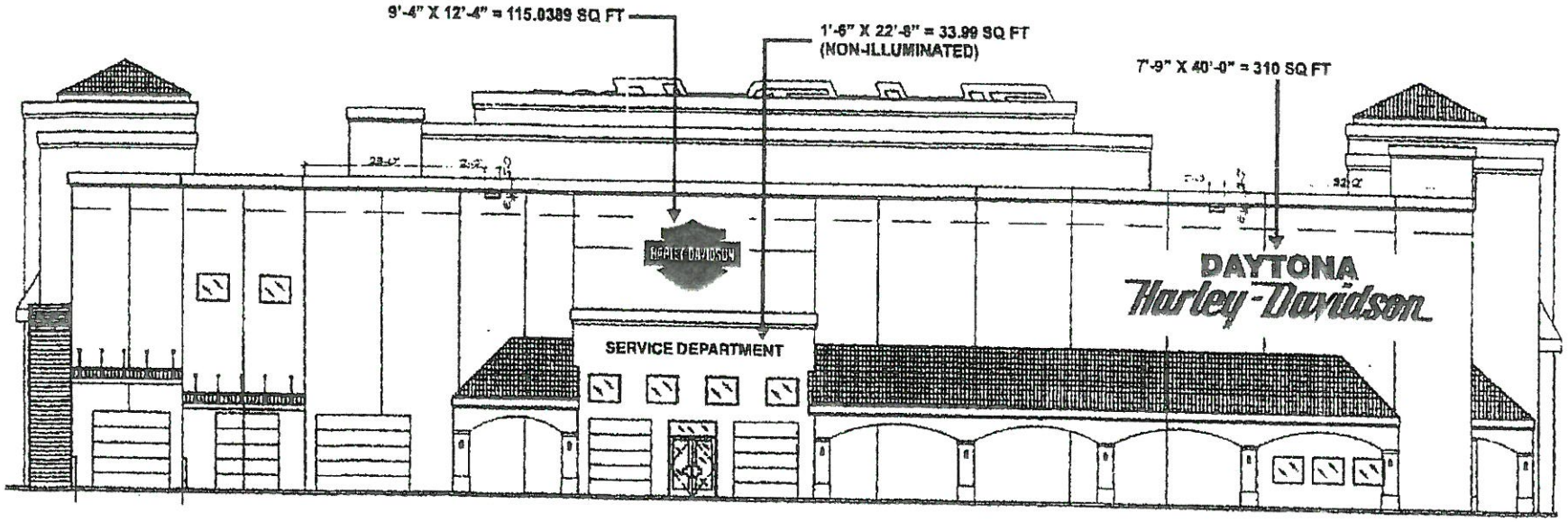
DES.#4250 F-8

DAYTONA
HARLEY-DAVIDSON

KENCO 2000, INC. SIGN & AWNING

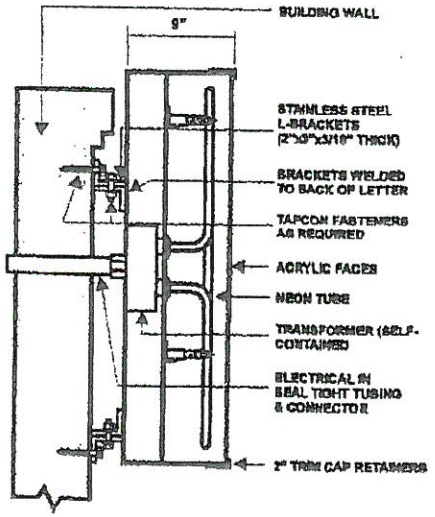
Book: 5494
Page: 2066

Instrument# 2015-191587 # 83
Book: 7174
Page: 222



LEFT (WEST) SIDE ELEVATION SCALE: 3/32" = 1'-0"

CHANNEL LETTERS SECTION DETAIL
END VIEW NOT TO SCALE



SPECIFICATIONS:

(1) ONE NEW SET ILLUMINATED CHANNEL LETTERS.

CHANNEL LETTERS TO BE ALL ALUMINUM CONSTRUCTION W/ ACRYLIC FACES & 2" JEWELITE TRIM CAP RETAINERS.

INTERNAL NEON ILLUMINATION W/ SELF-CONTAINED TRANSFORMERS.

LETTERS TO BE INSTALLED ON BUILDING AS SHOWN.

(1) ONE NEW SINGLE FACE ILLUMINATED WALL LOGO SIGN.

CABINET TO BE ALL ALUMINUM W/PANAFLEX FLEXIBLE FACE & VINYL GRAPHICS APPLIED FIRST SURFACE.

INTERNAL ILLUMINATION BY CW/HO FLUORESCENT LAMPS.

INSTALL ON BUILDING WALL AS SHOWN.

(2) TWO NEW SETS NON-ILLUMINATED INJECTION MOLDED GEMINI LETTERS.

LETTERS TO BE PAINTED & STUD MOUNTED TO BUILDING WALL AS SHOWN.

- CONTRACTOR- KENCO SIGNS
- 2001 FBC
- 130 MPH WIND SPEED (ASCE 7-98)
- CF = 1.2
- SEE FASTENER CHART

FASTENER CHART

FASTENER TYPE	TYPE OF WALL
1/4" BOLTS THRU WALL	MASONRY, WOOD, METAL
1/4" LAGS W/ SHIELDS	MASONRY ONLY
1/4" LAGS BOLTS	WOOD ONLY (3" MIN. EMBED)
1/4"TOGGLE BOLTS	METAL ONLY

DES.#4250 F-7
DAYTONA
HARLEY-DAVIDSON

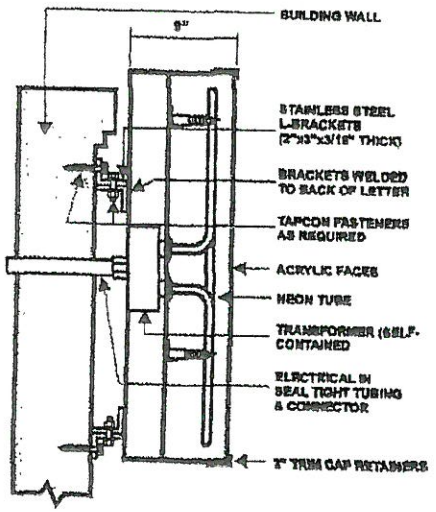
KENCO 2000, INC SIGN & AWNING

Book: 5494
Page: 2067



RIGHT (EAST) SIDE ELEVATION SCALE: 3/32" = 1'-0"

CHANNEL LETTERS SECTION DETAIL
END VIEW NOT TO SCALE



SPECIFICATIONS:

(1) ONE NEW SET ILLUMINATED CHANNEL LETTERS.

CHANNEL LETTERS TO BE ALL ALUMINUM CONSTRUCTION W/ ACRYLIC FACES & 2" JEWELITE TRIM CAP RETAINERS.

INTERNAL NEON ILLUMINATION W/ SELF-CONTAINED TRANSFORMERS.

LETTERS TO BE INSTALLED ON BUILDING AS SHOWN.

(2) TWO NEW SINGLE FACE ILLUMINATED WALL LOGO SIGNS.

CABINETS TO BE ALL ALUMINUM W/ PANAFLEX FLEXIBLE FACES & VINYL GRAPHICS APPLIED FIRST SURFACE.

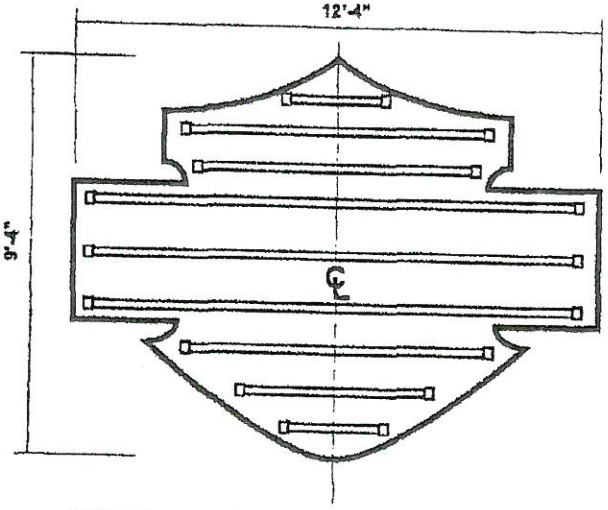
INTERNAL ILLUMINATION BY CW/HO FLUORESCENT LAMPS.

INSTALL ON BUILDING WALL AS SHOWN.

(2) TWO NEW NON-ILLUMINATED AWNINGS.

AWNINGS TO HAVE SQUARE TUBE ALUMINUM FRAMES W/ AWNING FABRIC STRETCHED & FASTENED TO FRAMEWORK.

(1) ONE NEW DOUBLE FACE ILLUMINATED PYLON SIGN. (SEE ATTACHED DRAWING FOR SPECIFICATIONS)



FLUORESCENT LAMP PLACEMENT - WALL LOGO SIGNS

DES.#4250 F-4
DAYTONA
HARLEY-DAVIDSON

KENCO
2000, INC
SIGN &
AWNING

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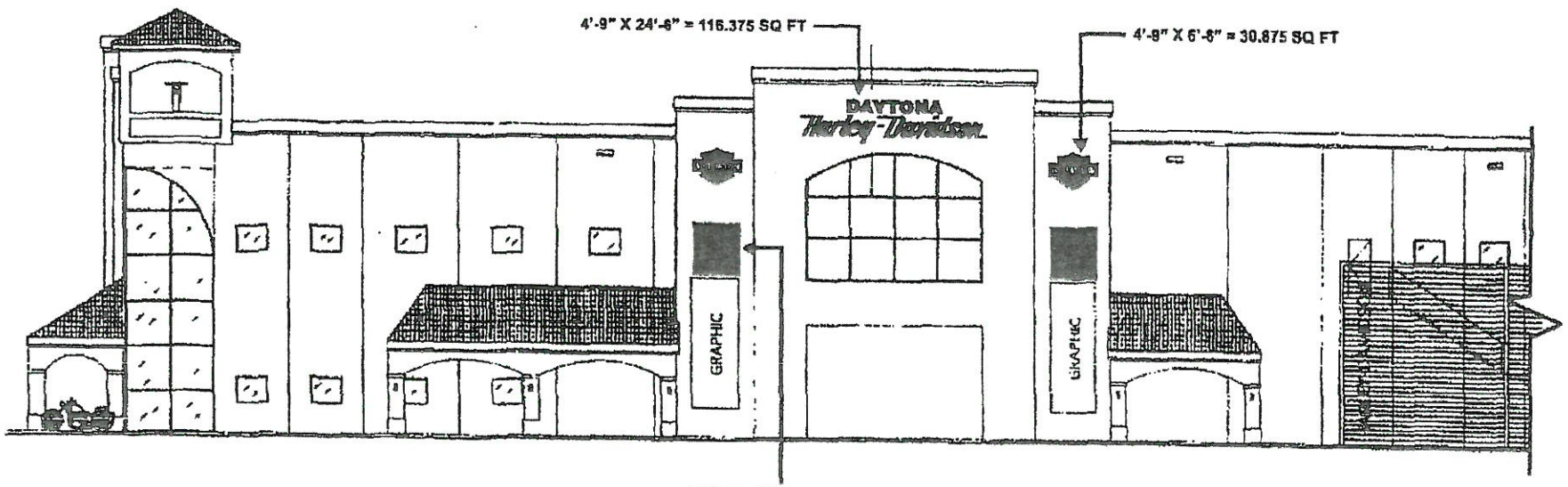
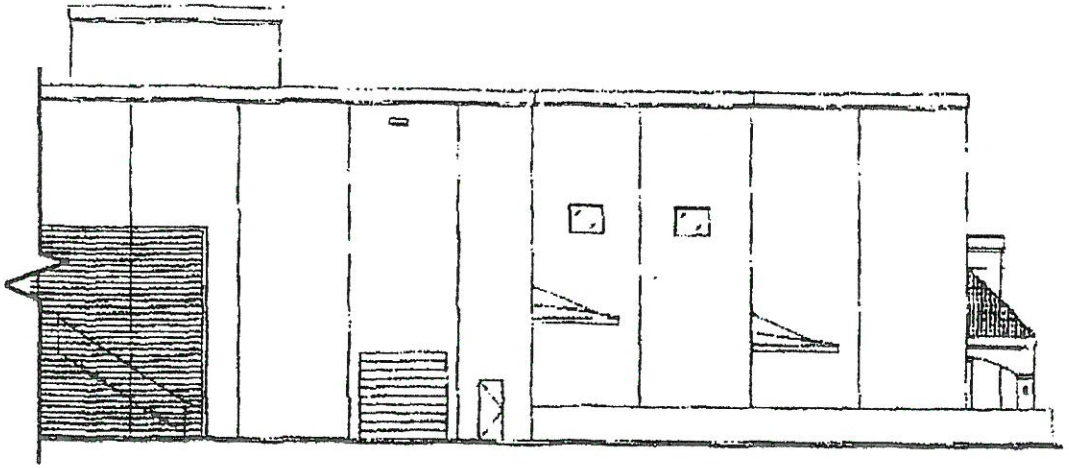


REAR (NORTH) ELEVATION SCALE: 3/32" = 1'-0"



REAR (NORTH) ELEVATION SCALE: 3/32" = 1'-0"

SPECIFICATIONS:

(1) ONE NEW SET ILLUMINATED CHANNEL LETTERS.

CHANNEL LETTERS TO BE ALL ALUMINUM CONSTRUCTION W/ ACRYLIC FACES & 2" JEWELITE TRIM CAP RETAINERS.

INTERNAL NEON ILLUMINATION W/ SELF-CONTAINED TRANSFORMERS.

LETTERS TO BE INSTALLED ON BUILDING AS SHOWN.

(2)TWO NEW SINGLE FACE ILLUMINATED WALL LOGO SIGNS.

ALUMINUM CABINETS W/ ACRYLIC FACES & VINYL COPY APPLIED FIRST SURFACE.

INTERNAL FLUORESCENT ILLUMINATION.

LOGOS TO BE INSTALLED ON BUILDING WALL AS SHOWN.

DES.#4250 F-9

DAYTONA
HARLEY-DAVIDSON



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Book: 7174
Page: 225

(LENGTH TO BE DETERMINED)

(HEIGHT TO BE DETERMINED)

TENANT NAME

ILLUMINATED CHANNEL LETTERS ON RACEWAY - LETTER HEIGHT, LENGTH, COLORS & STYLE TO BE DETERMINED.

CHANNEL LETTERS FOR RETAIL SHOPS

SPECIFICATIONS:

MANUFACTURE & INSTALL (1) NEW SET ILLUMINATED CHANNEL LETTERS.

ALL ALUMINUM CONSTRUCTION W/ ACRYLIC FACES, 4-1/2" RETURNS & 1" JEWELITE TRIM CAP.

INTERNAL DOUBLE STROKE NEON ILLUMINATION.

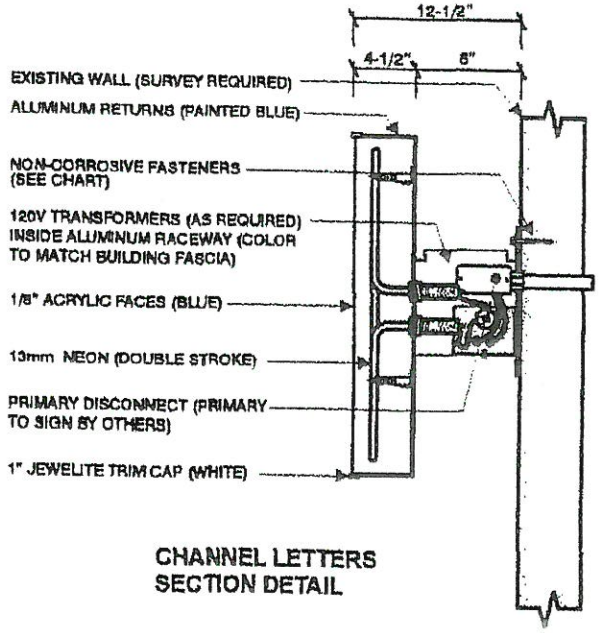
LETTERS TO BE MOUNTED ON ALUMINUM RACEWAY FINISH TO MATCH BUILDING.

INSTALL LETTERS & RACEWAY ON BUILDING WALL AS SHOWN.

FASTENER CHART

FASTENER TYPE	TYPE OF WALL
1/4" BOLTS THRU WALL	MASONRY, WOOD, METAL
1/4" LAGS W/ SHIELDS	MASONRY ONLY
1/4" LAGS BOLTS	WOOD ONLY (3" MIN. EMBED)
1/4"TOGGLE BOLTS	METAL ONLY

- CONTRACTOR- KENCO SIGNS
- 2001 FBC
- 130 MPH WIND SPEED (ASCE 7-98)
- CF = 1.2
- SEE FASTENER CHART



CHANNEL LETTERS
SECTION DETAIL

UNDERWRITERS LABORATORIES LISTED

DES.#4250 F-5

DATE: 02/10/04
DESIGNER: RICK Z
CHECKED BY:
1)
2)
3)

SHEET 1 OF 1
DAYTONA HARLEY
4250 NOTED
RAYMOND WEBB
CORELS

KENCO 2000, INC. SIGN & AWNING

Composite Exhibit "F" 12 of 12
Page 841 of 1315

Book: 5494
Page: 2070

Instrument# 2015-191587 # 87
Book: 7174
Page: 226

EXHIBIT "G"

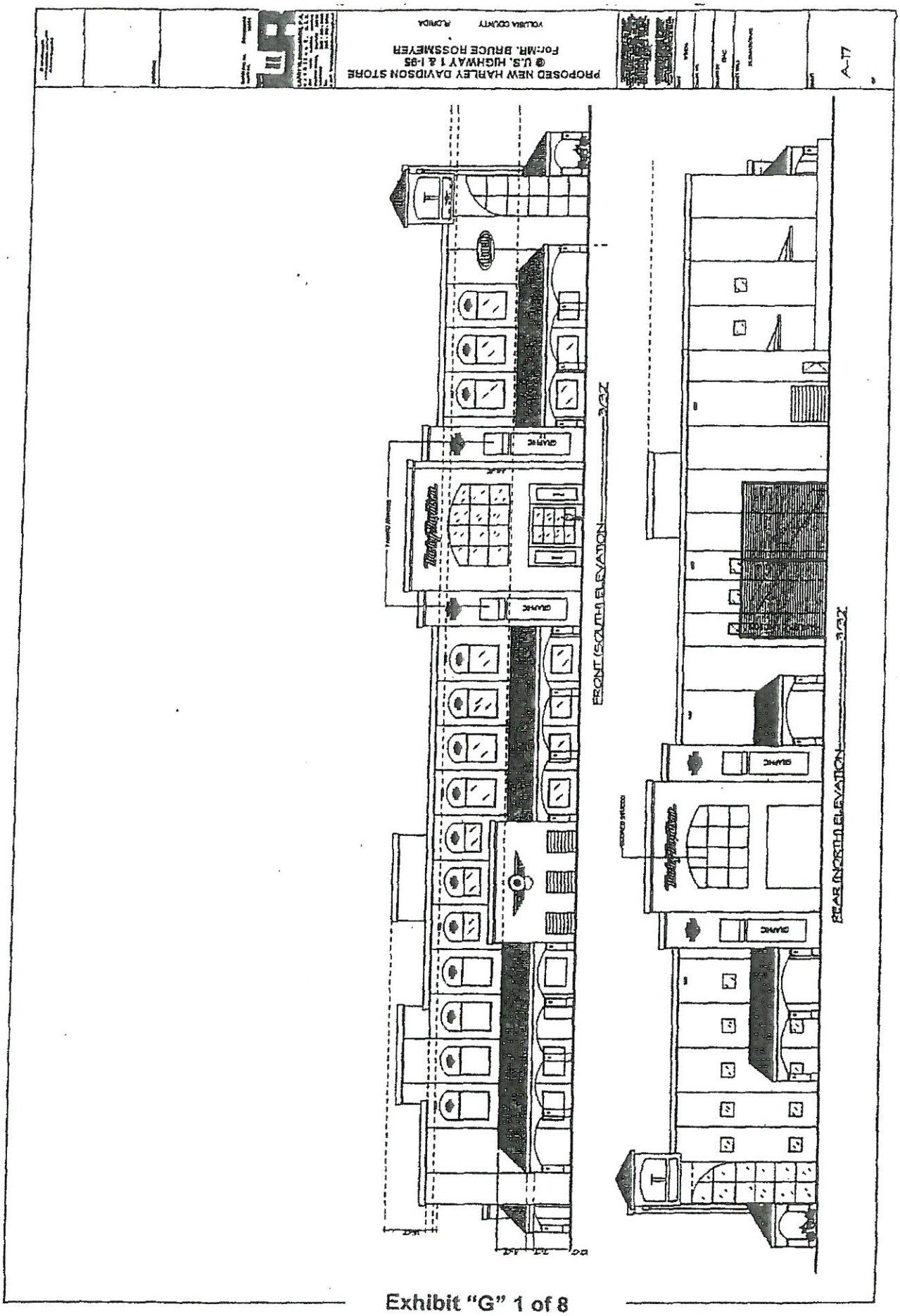
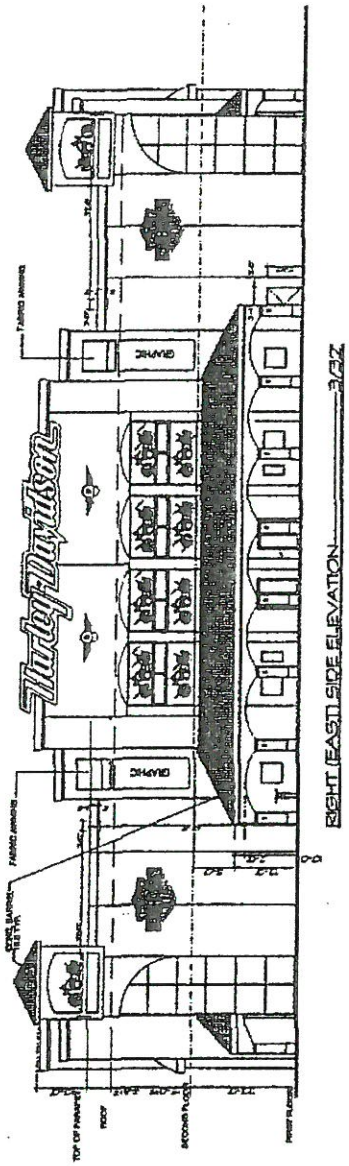


Exhibit "G" 1 of 8

PROPOSED NEW HARLEY DAVIDSON STORE
@ U.S. HIGHWAY 1 & I-95
For:MR. BRUCE ROSSMEYER
VOLUSIA COUNTY FLORIDA

A-16



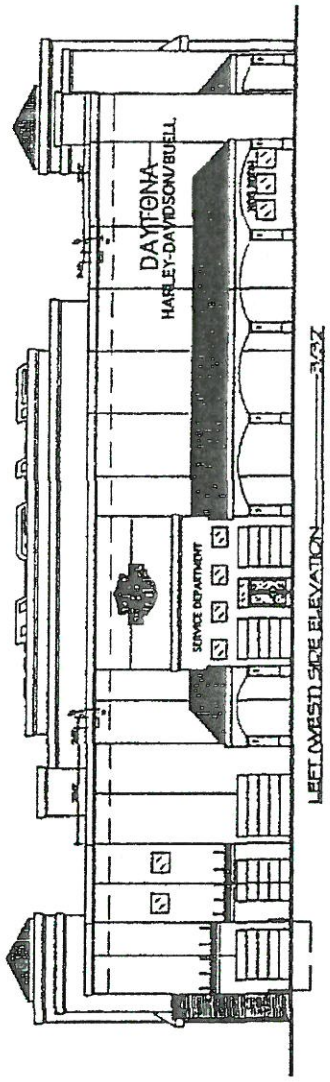
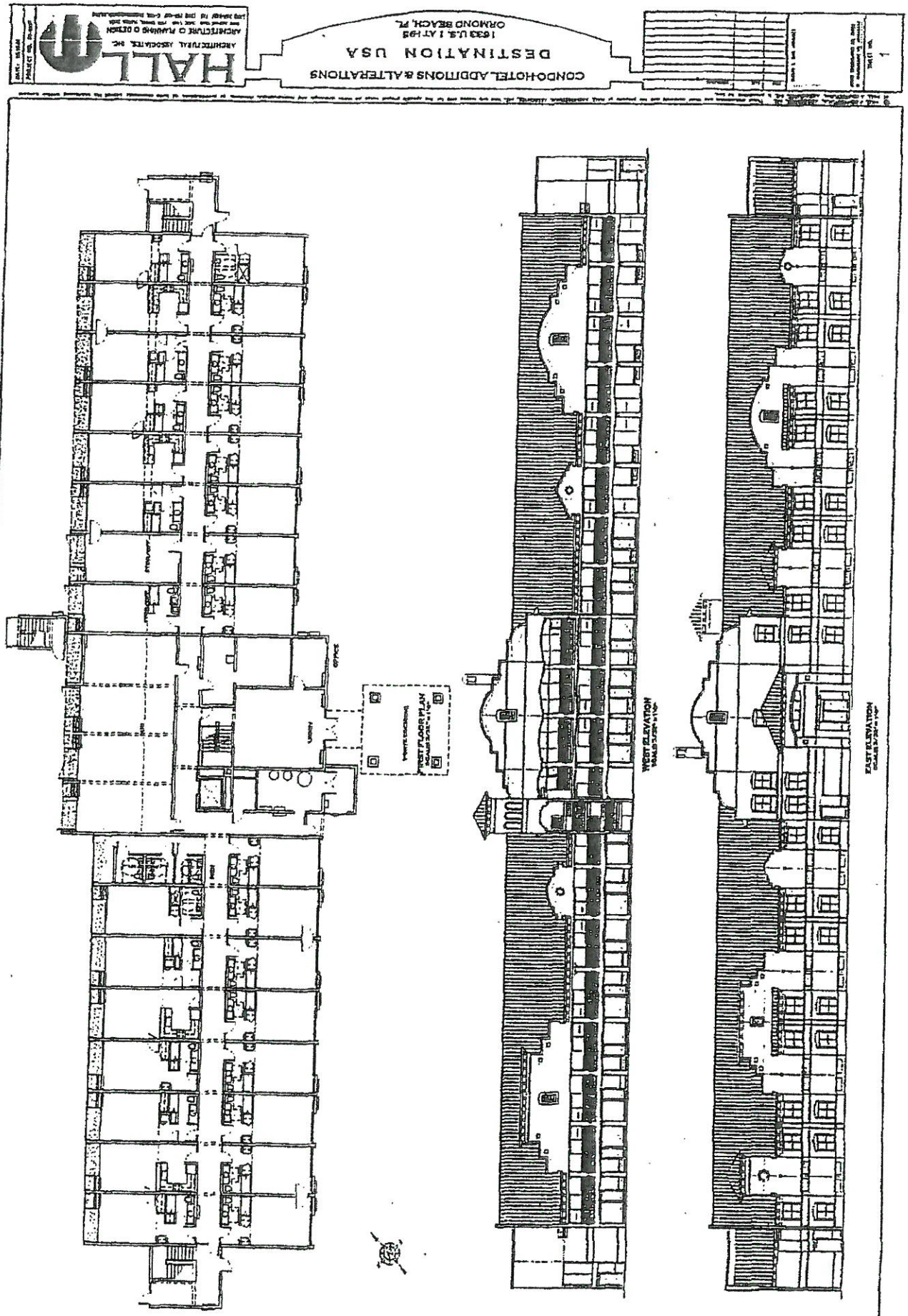


Exhibit "G" 2 of 8


HALL
ARCHITECTURAL ASSOCIATES, INC.
ARCHITECTURE & PLANNING & DESIGN
CONDO-HOTEL ADDITIONS & ALTERATIONS
DESTINATION USA
1633 U.S. 1 AT 19S
ORMOND BEACH, FL
FIRST FLOOR PLAN
WEST ELEVATION
EAST ELEVATION

Instrument# 2015-191587 # 91
Book: 7174
Page: 230

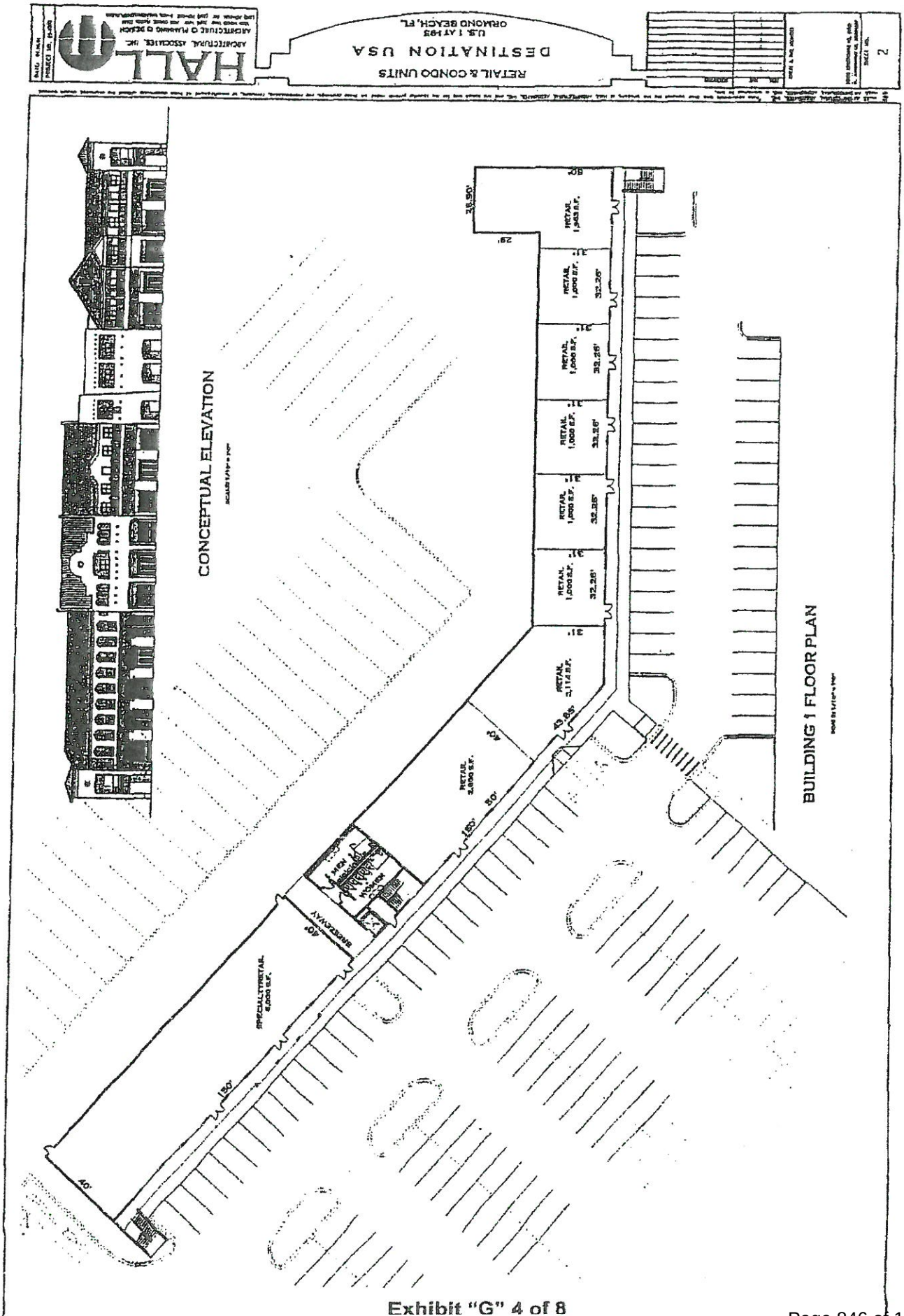
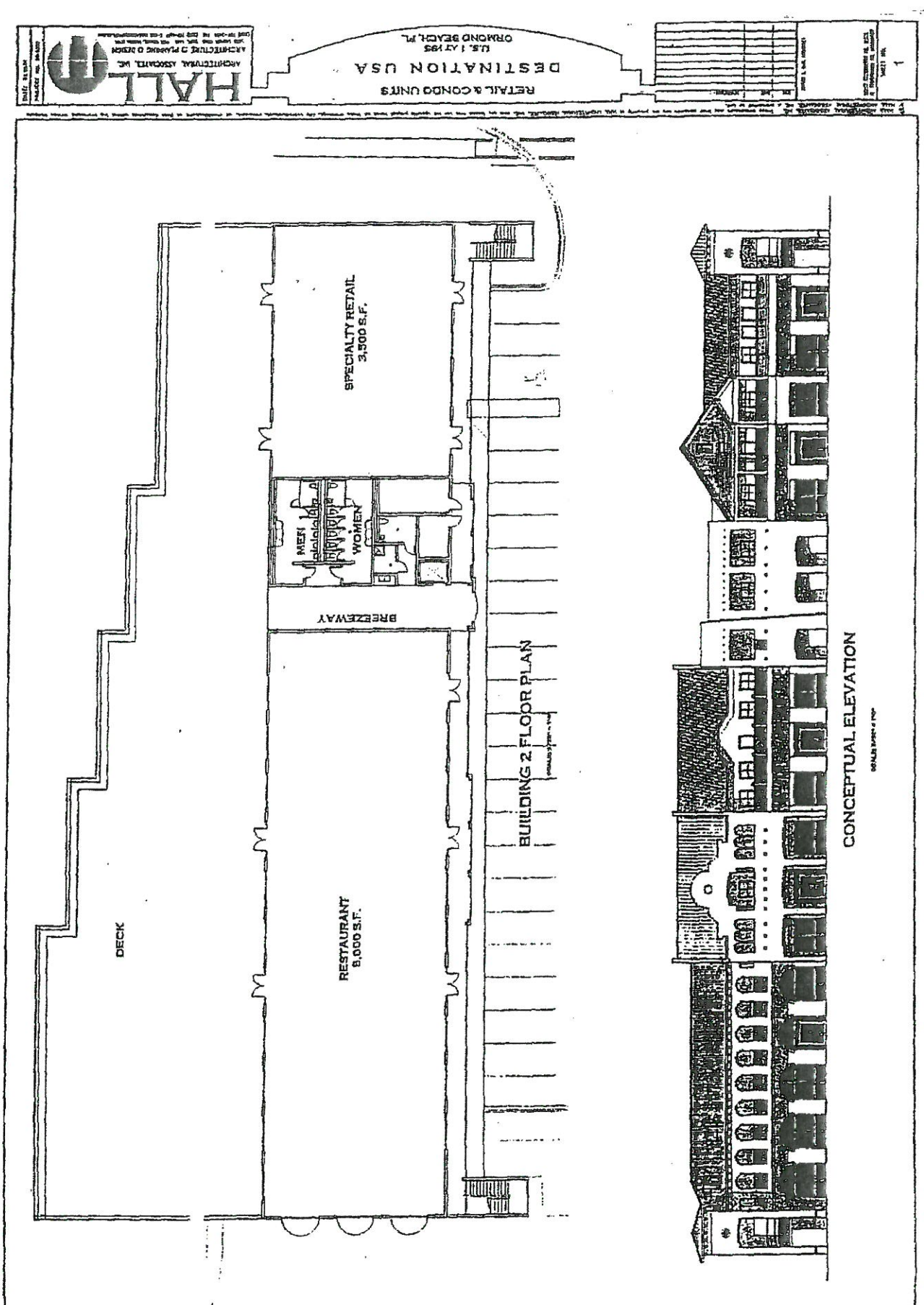
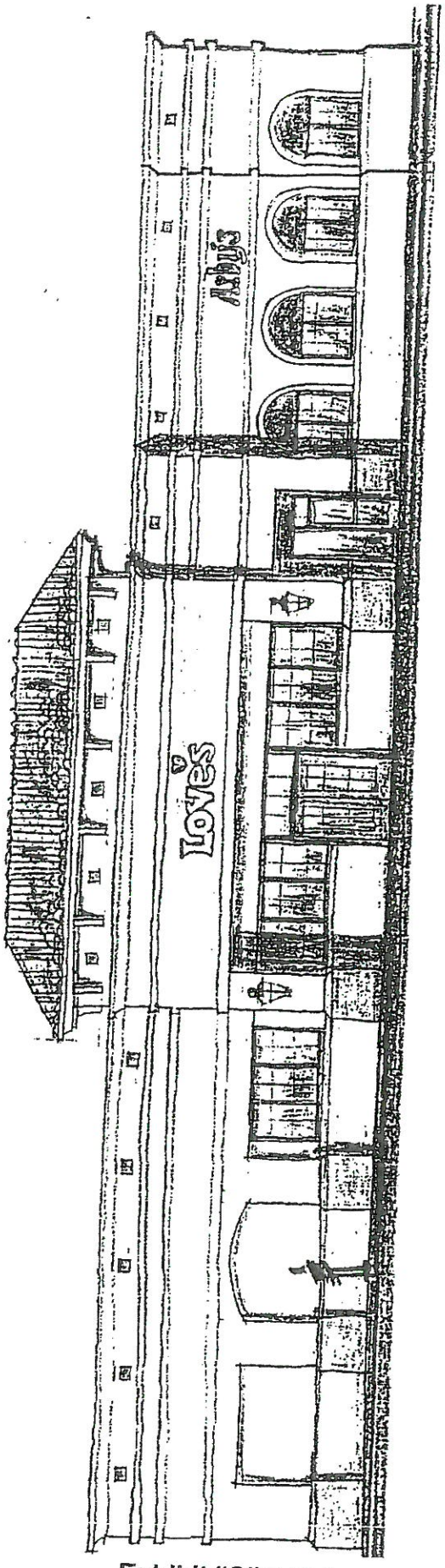


Exhibit "G" 4 of 8

Instrument# 2015-191587 # 92
Book: 7174
Page: 231



Instrument# 2015-191587 # 93
Book: 7174
Page: 232



ELEVATION STUDY - ORMAND BEACH, FL

Exhibit "G" 6 of 8

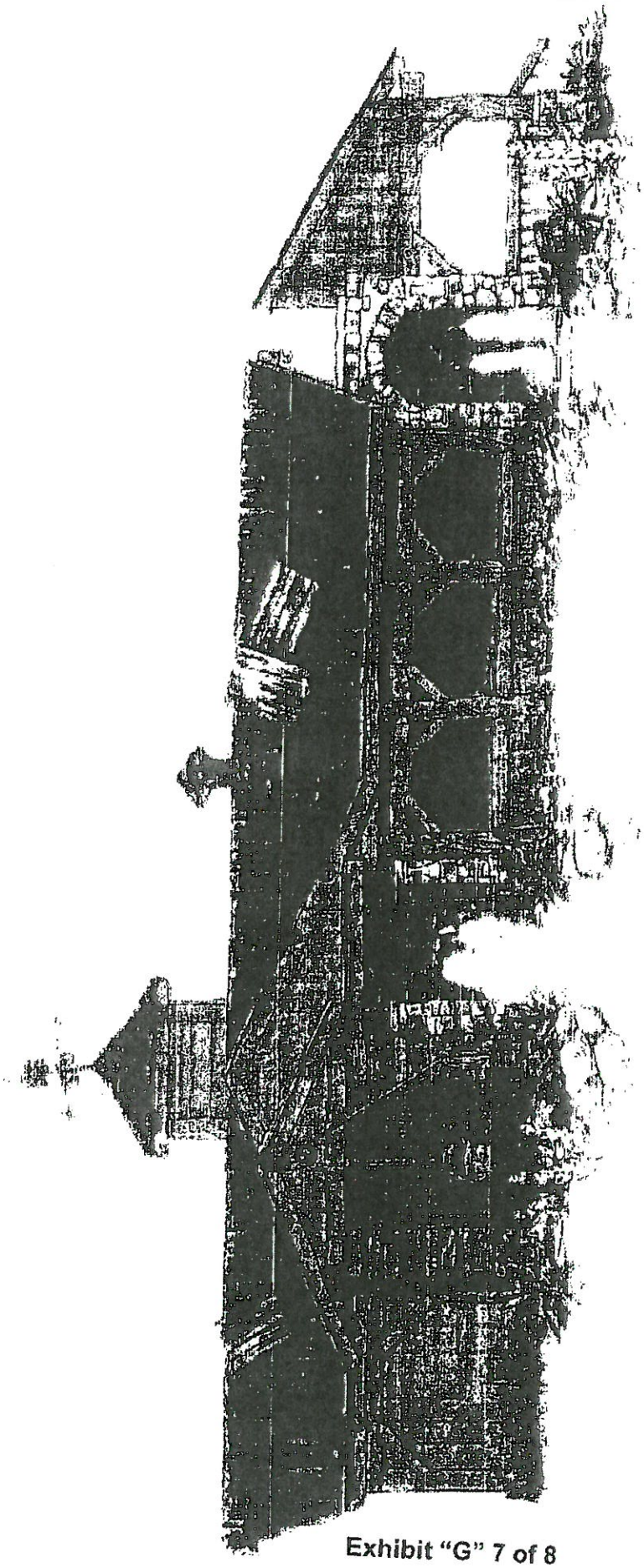


Exhibit "G" 7 of 8

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Page: 234

Page: 2079
Diane M. Matousek
Volusia County, Clerk of Court

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Book: 7174
Page: 235

10/03/2005 03:32 PM
Instrument# 2005-273121 # 1
Book: 5666
Page: 2031

JOINDER AND CONSENT
TO THE TERMS AND PROVISIONS OF THE LOVES/HAVING FUN BPUD

The undersigned, on behalf of J Parham Rentals, L.L.C., an Iowa limited liability company (the "Property Owner"), hereby certifies that it is a fee simple title holder of the property described on the attached Exhibit "Parham A-1" and that said property is a part of the overall tract of land which is subject to that certain Resolution Granting Request for a Change of Zoning From B-6 (Highway Commercial to Love's/Having Fun BPUD (Business Planned Unit Development) recorded in Official Records Book 5494, Page 2014. The Property Owner hereby joins and consents to the terms and provisions of RESOLUTION #2004-100 Order and Resolution Granting Request for a Change of Zoning From B-6 (Highway Commercial to Love's/Having Fun BPUD (Business Planned Unit Development) recorded in Official Records Book 5494, Page 2014.

Nancy Hammond
Printed Name: NANCY HAMMOND

Jeff Olson
Printed Name: JEFF OLSON

J Parham Rentals, L.L.C., an Iowa limited liability company

By: John W Parham
Name: John W Parham
Title: owner
(*Corporate Seal*)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 4th day of March, 2005, by John W. Parham, as of J Parham Rentals, L.L.C., an Iowa limited liability company. He/she is personally known to me or has produced _____ as identification.

(Sign) Carla S. Bell
(Print) Carla S. Bell
STATE OF FLORIDA AT LARGE

(SEAL)

Carla S Bell
My Commission DD176777
Expires January 09, 2007

Commission# DD176777
My Commission Expires: 1/9/07

Instrument# 2015-191587 # 97
Book: 7174
Page: 236

Instrument# 2005-273121 # 2
Book: 5666
Page: 2032
Diane M. Matousek
Volusia County, Clerk of Court

PARHAM A-1

DESCRIPTION - PARCEL A6

A PORTION OF SECTION 25 , TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 25 AS THE POINT OF REFERENCE, RUN NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2.54 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (S.R. NO. 5); THENCE CONTINUE NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1349.89 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 1353.54 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE 95 (S.R. NO. 9); THENCE SOUTH 01 DEGREES 08 MINUTES 35 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 08 MINUTES 35 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 594.34 FEET TO THE NORTHEAST CORNER OF A FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 4878, PAGE 1191 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 51 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF SAID WATER RETENTION AREA, A DISTANCE OF 384.10 FEET TO THE NORTHWEST CORNER OF SAID WATER RETENTION AREA; THENCE NORTH 01 DEGREES 39 MINUTES 54 SECONDS WEST, A DISTANCE OF 248.93 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 3.60 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 87 DEGREES 17 MINUTES 45 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 28 MINUTES 49 SECONDS EAST, 483.16 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 533.26 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 25 SECONDS EAST, A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.267 ACRES, MORE OR LESS.

Instrument# 2015-191587 # 98
Book: 7174
Page: 237

10/04/2005 01:43 PM
Instrument# 2005-274136 # 1
Book: 5667
Page: 2410

MINOR AMENDMENT
LOVE'S/HAVING FUN BPUD

THIS MINOR AMENDMENT is made and entered in this 8TH day of September, 2005, by and between the COUNTY OF VOLUSIA, a Political subdivision of the State of Florida, (the "County") DESTINATION DAYTONA, LLC f/k/a HAVING FUN, LLC, a Florida limited liability company ("Destination Daytona"), STRASSER DEVELOPMENT PARCEL D, LLC, a Florida limited liability company ("Strasser Parcel D"), HAVING FUN II, a Florida limited liability company ("Having Fun II"), J PARHAM RENTALS, L.L.C, an Iowa limited liability company ("JP Cycles"), LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation ("Loves"), STRASSER INVESTMENTS PARCEL C, LLC f/k/a STRASSER DEVELOPMENT PARCEL C, LLC, a Florida limited liability company ("Strasser Parcel C") (Destination Daytona, Strasser Parcel D, JP Cycles, Having Fun II, Loves, and Strasser Parcel C are hereinafter referred to as the "Applicant").

WITNESSETH:

WHEREAS, the Applicant applied to the County to rezone certain property from B-6 to BPUD in accordance with application number PUD-04-030; and

WHEREAS, the County by Resolution No. 2004-100, granted the Applicant's request for a change of zoning to the Love's/Having fun BPUD; and

WHEREAS, the Applicant wishes to amend the Love's/Having Fun BPUD in accordance with the terms hereof.

IT IS THEREFORE AGREED, as follows:

1. Amendment. Exhibit F1 referred to in paragraph J of the Love's/Having Fun, BPUD is hereby deleted and replaced in its entirety with the revised Exhibit F1 attached hereto and incorporated herein. Exhibit B1 referred to in the Love's/Having Fun BPUD is hereby deleted and replaced in its entirety with the revised Exhibit B1 attached hereto and incorporated herein.
2. Remaining Terms. Except as provided in paragraph 1, the terms of the Love's/Having Fun BPUD shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered in this Minor Amendment as of the year and day first above written.

Instrument# 2015-191587 # 99
Book: 7174
Page: 238

Instrument# 2005-274136 # 2
Book: 5667
Page: 2411

DONE and ORDERED by the Enforcement Official of Volusia County, Florida, this 8TH day of SEPTEMBER, A.D., 2005.

BUILDING AND ZONING
DIVISION DIRECTOR

By: Mary Robinson
Mary Robinson

STATE OF FLORIDA :
: ss
COUNTY OF VOLUSIA :

The foregoing instrument was acknowledged before me this 26 day of September 2005, by MARY ROBINSON who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

MARY MICHEL ROVNIAK
MY COMMISSION # DD 235235
EXPIRES: July 28, 2007
Bonded Thru Notary Public Underwriters

Mary Michel Rovniak
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE
Type or Print Name:
Mary Michel Rovniak
Commission & Expiration Date
No.: DD 235235 7-28-07

Instrument# 2015-191587 # 100
Book: 7174
Page: 239

Instrument# 2005-274136 # 3
Book: 5667
Page: 2412

WITNESSES:

Marcia Polenz
Signature Marcia Polenz

Nancy Hammond
Signature NANCY HAMMOND

DESTINATION DAYTONA, LLC f/k/a HAVING FUN, LLC a Florida limited liability company

By: Charles L. Strasser

Charles L. Strasser, Managing Member
(Printed Name & Title)

STATE OF FLORIDA :
: ss
COUNTY OF VOLUSIA :

The foregoing instrument was acknowledged before me this 26 day of August, 2005, by Charles L. Strasser, Managing Member of Destination Daytona LLC, who is personally known to me or who has produced _____ (Type of ID) as identification and who did/did not take an oath.

Carla S. Bell
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission & Expiration Date
No.: _____

Carla S Bell
My Commission DD176777
Expires January 09, 2007

Instrument# 2015-191587 # 101
Book: 7174
Page: 240

Instrument# 2005-274136 # 4
Book: 5667
Page: 2413

WITNESSES:

Marcia Polenz
Signature Marcia Polenz

Nancy Hammond
Signature NANCY HAMMOND

STRASSER DEVELOPMENT PARCEL D, LLC, a Florida limited liability company

By: _____

Charles L. Strasser, Managing Member
(Printed Name & Title)

STATE OF FLORIDA :
: ss
COUNTY OF VOLUSIA :

The foregoing instrument was acknowledged before me this 26 day of August 2005, by Charles L. Strasser, Managing Member of Strasser Development Parcel D, LLC, who is personally known to me or who has produced _____ (Type of ID) as identification and who did/did not take an oath.

_____
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____
Commission & Expiration Date
No.: _____

Carla S Bell
My Commission DD176777
Expires January 09, 2007

Instrument# 2015-191587 # 102
Book: 7174
Page: 241

WITNESSES:

HAVING FUN II, LLC a Florida limited liability company

Signature Tammie J. Radikopf

By: _____

Signature Cara S. Colliver

David D. Hood, Jr., Managing Member
(Printed Name & Title)

STATE OF FLORIDA :
: ss
COUNTY OF VOLUSIA :

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by David D. Hood, Jr, Managing Member of Having Fun II, LLC, who is personally known to me or who has produced _____ (Type of ID) as identification and who did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission & Expiration Date
No.: _____

DEBORAH H BENEDICT
Notary Public - State of Florida
My Commission Expires Feb 14, 2007
Commission # DD169710
Bonded By National Notary Assn.

Instrument# 2015-191587 # 103
Book: 7174
Page: 242

WITNESSES:

Signature

Signature

J PARHAM RENTALS, L.L.C. an Iowa limited liability company

By: _____

John W. Parham, Owner
(Printed Name & Title)

STATE OF Iowa :
: ss
COUNTY OF Jones :

The foregoing instrument was acknowledged before me this 31 day of August, 2005, by John W. Parham, Owner of J Parham Rentals, L.L.C., who is personally known to me ~~or who has produced~~ _____ ~~(Type of ID) as identification~~ and who did/did ~~not~~ take an oath.

NOTARY PUBLIC, STATE OF Iowa
Type or Print Name:
Connie Meade Joslin
Commission & Expiration Date 3-23-07
No.: 150808

Notarial Seal - State of IA
Connie Meade Joslin - #150808
Commission Exp: 03-23-07

Instrument# 2015-191587 # 104
Book: 7174
Page: 243

Instrument# 2005-274136 # 7
Book: 5667
Page: 2416

WITNESSES:

Betsy Baustert
Signature

Rhonda Boles
Signature

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. an Oklahoma Corp.

By: Greg Love

Greg Love President
(Printed Name & Title)

STATE OF OKLAHOMA :
: ss
COUNTY OF OKLAHOMA :

The foregoing instrument was acknowledged before me this 1st day of September, 2005, by GregLove President of Love's Travel Stops & Country Stores, Inc., who is personally known to me or who has produced OK DL# 081447778 (Type of ID) as identification and who did/did not take an oath.

LINDA K. TILLINGHAST NOTARY PUBLIC # 99017090 EXP 10/18/07 IN AND FOR STATE OF OKLAHOMA CANADIAN COUNTY

Linda K. Tillinghast
NOTARY PUBLIC, STATE OF Oklahoma
Type or Print Name: Oklahoma

Linda K. Tillinghast
Commission & Expiration Date
No.: #99017090

Instrument# 2015-191587 # 105
Book: 7174
Page: 244

Instrument# 2005-274136 # 8
Book: 5667
Page: 2417

WITNESSES:

Marcia Polenz
Signature Marcia Polenz

Nancy Hammond
Signature NANCY HAMMOND

STRASSER INVESTMENTS PARCEL C, LLC f/k/a STRASSER DEVELOPMENT PARCEL C, LLC a Florida limited liability company

By: _____

Charles L. Strasser, Managing Member
(Printed Name & Title)

STATE OF FLORIDA :
: ss
COUNTY OF VOLUSIA :

The foregoing instrument was acknowledged before me this 26 day of August 2005, by Charles L. Strasser, Managing Member of Strasser Investments Parcel C, LLC, who is personally known to me or who has produced _____ (Type of ID) as identification and who did/did not take an oath.

_____
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

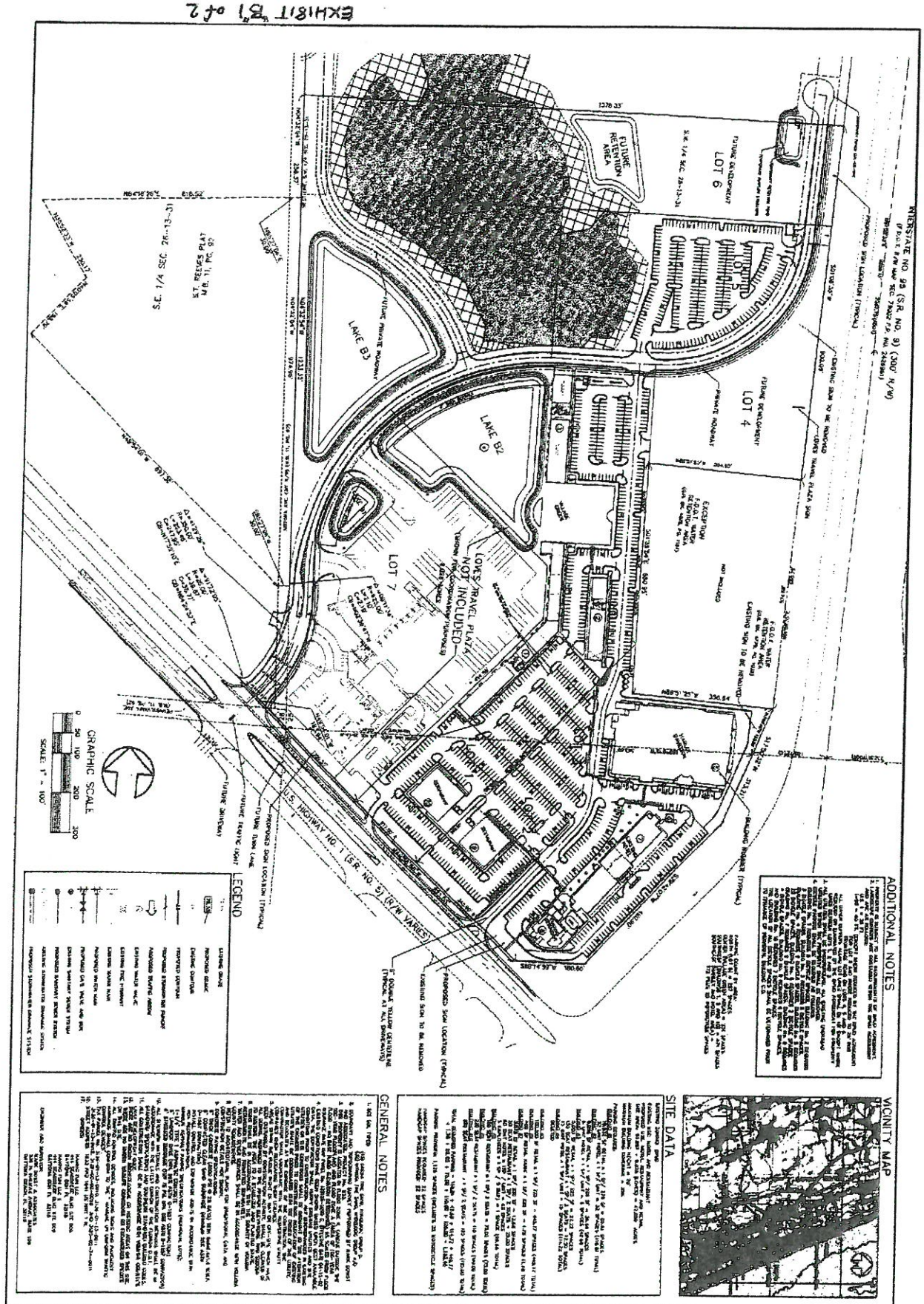
_____
Commission & Expiration Date
No.: _____

Carla S Bell
My Commission DD176777
Expires January 09, 2007

Best Available Image

Instrument# 2015-191587 # 106
Book: 7174
Page: 245

EXHIBIT "B" of 2



OVERALL PLAN
U.S. 1 / I-95 INTERCHANGE
VOLUSIA COUNTY, FLORIDA

MARK DOWST & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
FB 4335 LB 4335
536 N. NOVA AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 255-7395

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=100'	MSD	JAY	MSD	02-06-03

NO.	DATE	APPR.	REVISION
9	07-05-05	MSD	GENERAL REVISION
8	05-17-05	MSD	GENERAL REVISION
7	02-01-05	MSD	REVISED PER COUNTY COMMENTS
6	10-11-04	MSD	REVISED PER COUNTY COMMENTS
5	09-14-04	MSD	REVISED PER CITY COMMENTS

PROJECT NO. 953
SHEET NO. 1 OF 2 SHEETS

Instrument# 2005-274136 # 9
Book: 5667
Page: 2418

Instrument# 2015-191587 # 107
Book: 7174
Page: 246

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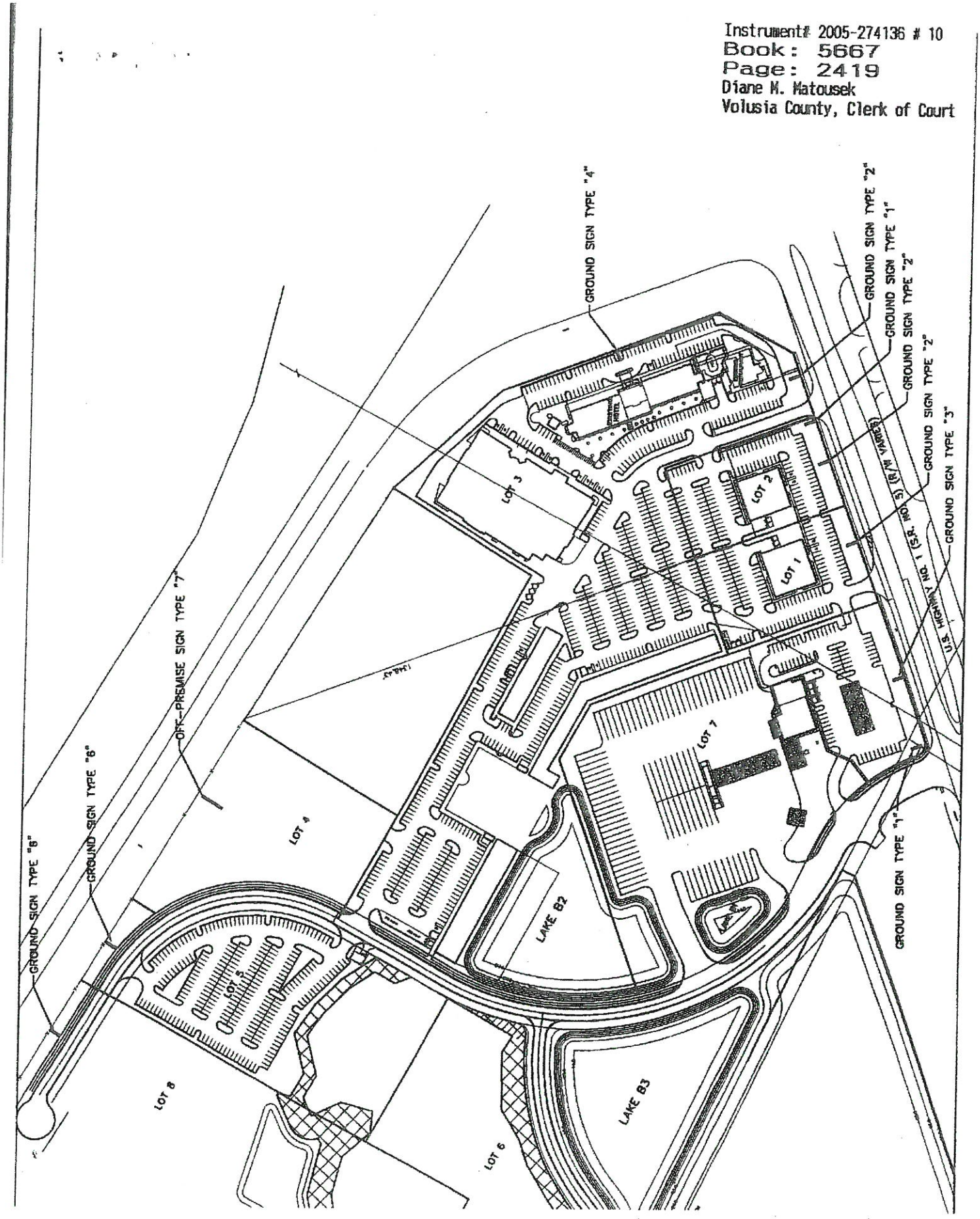
Instrument# 2005-274136 # 10
Book: 5667
Page: 2419
Diane M. Matousek
Volusia County, Clerk of Court



GROUND SIGN LOCATIONS

Composite Exhibit "F" 1 of 12

Instrument# 2015-191587 # 108
Book: 7174
Page: 247

01/17/2007 09:08 AM
Instrument# 2007-011045 # 1
Book: 5990
Page: 2472

IN RE: J. Parham Florida Development LLC

MINOR AMENDMENT TO RESOLUTION NO. 2004-100

LOVE'S/HAVING FUN BPUD

(d/b/a Destination Daytona)

THIS MINOR AMENDMENT is made and entered into this 22ND day of December, 2006, by and between the COUNTY OF VOLUSIA, a Political subdivision of the State of Florida, hereinafter referred to as the "County" and J. PARHAM FLORIDA DEVELOPMENT, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Applicant".

WHEREAS, the Applicant is the Owner of Lot 4 of Destination Daytona Subdivision located in the Love's/Having Fun BPUD, hereinafter referred to as the "Property", the legal description of which is attached hereto and incorporated herein by reference as Exhibit 1, and

WHEREAS, the County by resolution No. 2004-100, granted BPUD zoning to the Love's/Having Fun BPUD, hereinafter referred to as the "BPUD"; and

WHEREAS, the Applicant wishes to amend the signage provisions of the BPUD only as applied to the Property in accordance with the terms hereof.

WHEREAS, this Amendment affects only the "Property", and

WHEREAS, the Applicant has received support from the City of Ormond Beach (Ormond) for the County to amend the sign provisions of the BPUD as applied to the Property as set out herein, and

IT IS THEREFORE AGREED, as follows:

(Words double underlined are additions, and words ~~struck-thru~~ are deletions)

J. *Signage requirements*. Lot 4 shall be allowed to have one wall sign at a maximum 264 sq. ft. each for each wall façade, for a total of 1,056 sq. ft. of copy area for the entire premises. Lot 4 shall not be permitted or allowed to have a pylon sign, sign pole, interchange sign, monument sign, or any other/additional type of signage including wall (keystone) medallion signs. For reference and interpretation, the minutes of the Ormond Beach City Commission meeting approving the proposal are

Instrument# 2015-191587 # 109
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incorporated herein by reference as composite Exhibit 3.

2. The amended sign drawing and sign location plan for Lot 4 shall be incorporated and made a part of Composite Exhibit F of Resolution #2004-100.

3. Remaining Terms. Except as provided in this Amendment all other terms of the Love's/Having Fun BPUD shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Minor Amendment as of the year and day first above written.

COUNTY OF VOLUSIA

_____

By: Mary B. Robinson
Mary B. Robinson, Director

_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary B. Robinson, ~~Chair of Volusia County~~ Zoning Enforcement Officer, Florida, who is personally known to me (or who has produced _____) as identification, and who did (did not) take an oath, and he acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 22nd day of December, A.D., 2006.

Notary Public Mary Michel Rovniak
Print Name: Mary Michel Rovniak

My Commission Expires:

MARY MICHEL ROVNIAK
MY COMMISSION # DD 235235
EXPIRES: July 28, 2007
Bonded Thru Notary Public Underwriters

Instrument# 2015-191587 # 110
Book: 7174
Page: 249

Instrument# 2007-011045 # 3
Book: 5990
Page: 2474

APPLICANT
J. PARHAM FLORIDA DEVELOPMENT, LLC

By: _____
J. Parham, Managing Member

Date: 1-10-07

STATE OF ~~FLORIDA~~ Iowa
COUNTY OF ~~VOLUSIA~~: Jones

The foregoing instrument was acknowledged before me this 10 day of January, ~~2006~~ 2007, by J. Parham, Managing Member of J. Parham Florida Development, LLC, who is personally known to me. ~~or who has produced~~ _____ ~~(type of ID) as identification~~ and who ~~did~~/did not take an oath.

Connie Meade Joslin

Notarial Seal-State of IA
Connie Meade Joslin-#150008
Commission Exp: 03.23.07

Notary Public, State of ~~Florida~~ Iowa
My commission expires: 3-23-07

Instrument# 2015-191587 # 111
Book: 7174
Page: 250

Instrument# 2007-011045 # 4
Book: 5990
Page: 2475

EXHIBIT 1

Legal Description of Lot 4 of Destination Daytona Subdivision located in the Love's/Having Fun BPUD

LOT 4 DESTINATION DAYTONA AS PER PLAT RECORDED IN MB 53 PG81

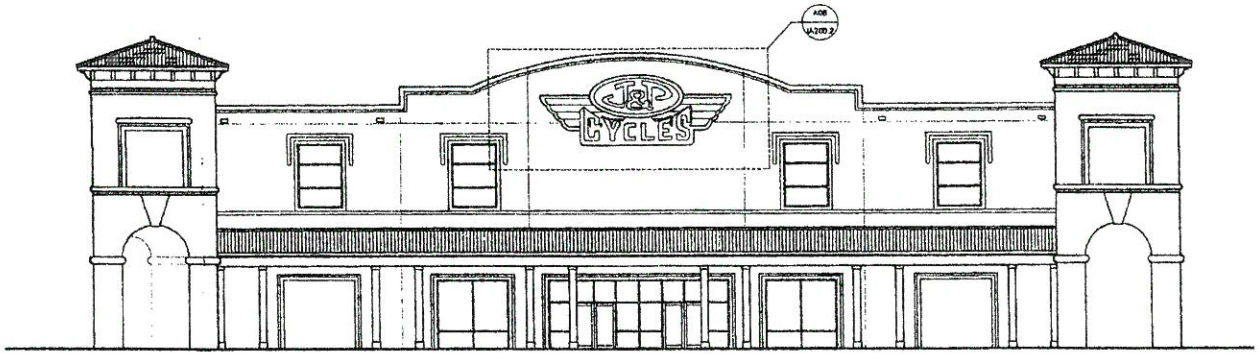
ALSO KNOWN AS

A portion of Section 25, Township 13 South, Range 31, Volusia County, Florida, described as follows:

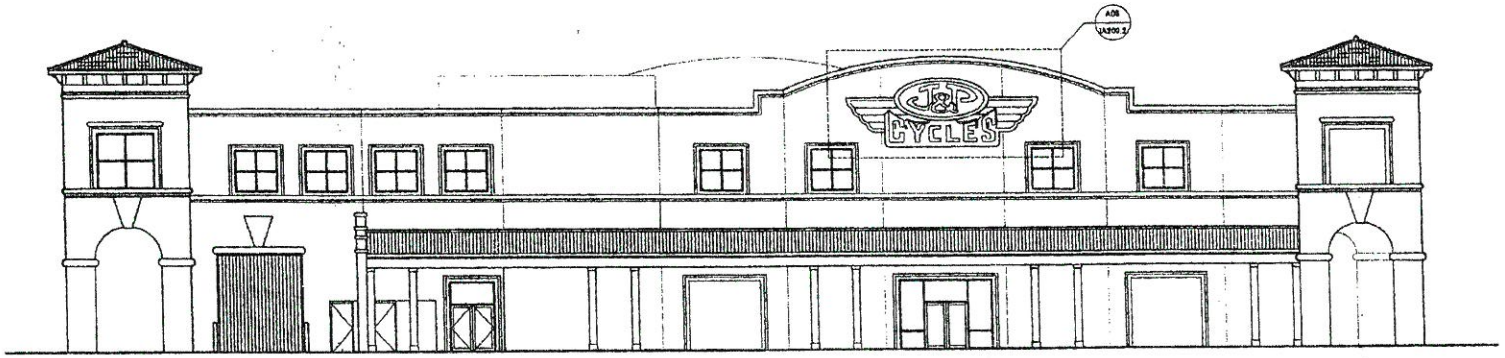
From the Southeast corner of said Section 25 as the Point of Reference, run North 04 degrees 32 minutes 54 seconds West along the East line of said Section 25, a distance of 2.54 feet to the Northeasterly right of way line of U.S. Highway No. 1 (S.R. No. 5); thence continue North 04 degrees 32 minutes 54 seconds West along the East line of said Section 25, a distance of 1349.89 feet; thence departing said East line, run North 88 degrees 45 minutes 54 seconds East, a distance of 1353.84 feet to the West right of way line of Interstate 95 (S.R. No. 9); thence South 01 degrees 08 minutes 35 seconds West along the said West right of way line, a distance of 50.00 feet to the Point of Beginning; thence continue South 01 degrees 08 minutes 35 seconds West along said West right of way line, a distance of 594.94 feet to the Northeast corner of a Florida Department of Transportation Water Retention Area as recorded in Official Records Book 4878, page 1191 of the Public Records of Volusia County, Florida; thence South 88 degrees 51 minutes 25 seconds West along the North line of said Water Retention Area, a distance of 384.10 feet to the Northwest corner of said Water Retention Area; thence North 01 degrees 39 minutes 54 seconds West, a distance of 248.93 feet; thence North 89 degrees 07 minutes 41 seconds East, a distance of 3.60 feet to the point of curvature of a curve, concave Northwesterly having a radius of 350.00 feet, a central angle of 87 degrees 17 minutes 45 seconds and a chord bearing and distance of North 45 degrees 28 minutes 49 seconds East; 483.16 feet; thence run Northeasterly along the arc of said curve, a distance of 533.26 feet; thence South 88 degrees 51 minutes 25 seconds East, a distance of 81.03 feet to the Point of Beginning.

Subject to that Sign Lease Agreement and Access Agreement, between Strasser Development Parcel D, LLC, a Florida limited liability company and Love's Travel Stop & Country Stores, Inc. recorded in OR 5322, page 2144, Public Records of Volusia County, Florida.

Instrument# 2007-011045 # 5
Book: 5990
Page: 2476



J04 West Elevation
Scale: 1/8" = 1'-0"



C04 North Elevation
Scale: 1/8" = 1'-0"

NOTE: Drawing is not to scale. Without regard to dimensions shown on this sketch the maximum allowable sign area for the permitted wall sign shall be no greater than 264 square feet.

wdw design

General Notes

Exhibit "2"
Page 1 of 2

Instrument# 2015-191587 # 112
Book: 7174
Page: 251

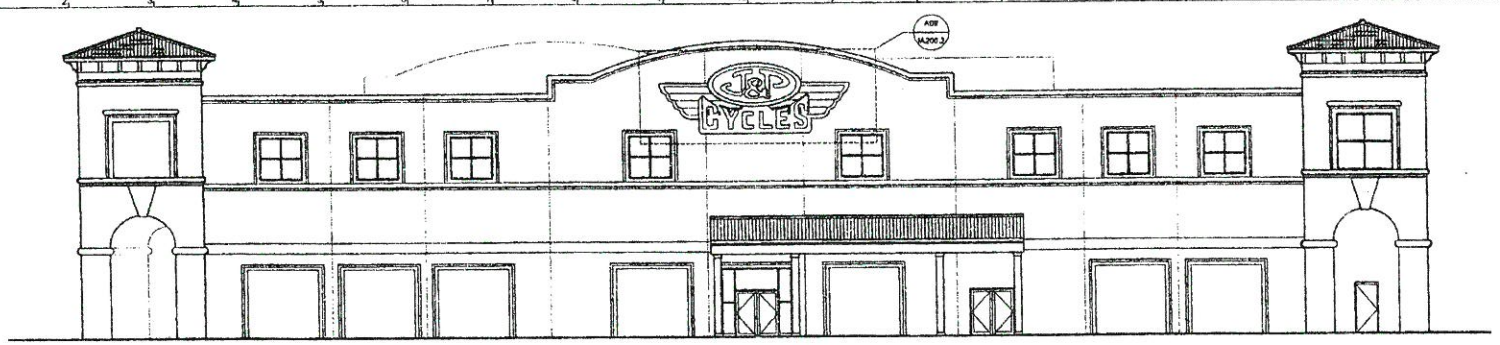
Mark	Description	Date
9	Issue for Permit	01.18.07
9	Issue for Construction	08.20.08
3	Issue for Contractor Review	09.01.05

Project
J&P Cycles
Destination Daytona
Ormond Beach, FL

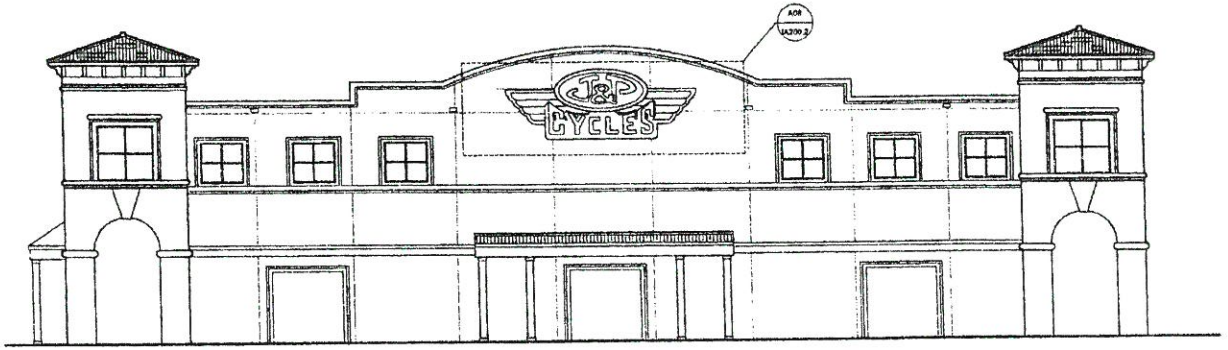
Drawing Title
Exterior Elevations - Signage

DRAWN	JOB	PROJECT#	SHEET #
PA/PM		REVIEWED	IA200.1
PRINCIPAL		DATE 07.12.05	

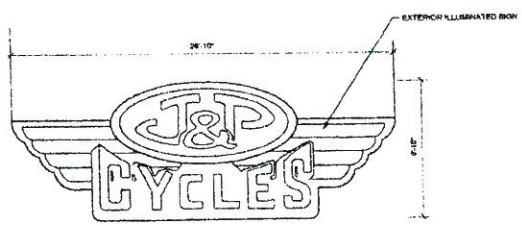
Instrument# 2007-011045 # 6
Book: 5990
Page: 2477



K04 South Elevation
Scale: 1/8" = 1'-0"



E04 East Elevation
Scale: 1/8" = 1'-0"



Total Actual Area: 179 S.F.

A08 Logo Sign Detail
Scale: 1/4" = 1'-0"

wdw design

General Notes

Instrument# 2015-191587 # 113
Book: 7174
Page: 252

Exhibit "2"
Page 2 of 2

Mark	Description	Date
5	Issue for Permit	01.10.0
4	Issue for Construction	06.20.0
3	Issue for Contractor Review	06.01.0

Project:
J&P Cycles
Destination Daytona
Ormond Beach, FL

Drawing Title
Exterior Elevations - Signage

DRAWN	AB/PMC	PROJECT# 05002.00	SHEET #
PA/PM	PM	REVIEWED	IA200.2
PRINCIPAL	SW	DATE 10.19.05	

Instrument# 2007-011045 # 7
Book: 5990
Page: 2478

Instrument# 2015-191587 # 114
Book: 7174
Page: 253

Item #9(A) – City Position on Signage for J&P Cycles Project

Mr. Jim Morris, 420 South Nova Road, Daytona Beach, speaking on behalf or the applicant, Mr. John Parham, stated this property had the Love's Truck Stop sign, but he had nothing to do with that sign. He explained the building was consistent with the development standards leaving signs as the only issue remaining which was the sign. Mr. Morris noted they have not filed a PUD amendment with the County, but would need to do so.

Mr. John Parham, President J&P Cycles, stated J&P Cycles was a mail order and retail business in Iowa and this would be the first fulltime retail store outside of Iowa. He reported J&P had been in Ormond Beach for two year and employed 24 people at $11 to $15 per hour, and they were anticipating having 60 employees by Bike Week next year. Mr. Parham stated J&P was committed to Ormond Beach and Destination Daytona. He noted in a short time Destination Daytona had become known worldwide. Mr. Parham advised J&P also made a commitment to a 16,000 square-feet building the Ormond Beach commercial park.

Mr. Morris stated when the sign was scaled to code, it was inappropriate for the size of the building presuming at traffic traveling on the highway at 70 mph or 100 feet per second and the sign can not be seen. He reported Mr. Parham's business was nationally known, but it was also a retail operation that depended on people being attracted to that location. Mr. Morris stated the illustrations he was showing were in scale to the building. He noted the actual copy area was about 225 feet or 300 square feet. Mr. Morris pointed out Mr. Parham did not have an interstate a highway sign. He noted under County rules, he would be permitted a monument sign, but he would surrender that right and simply go with the sign shown on the building. Mr. Morris noted there was one sign per wall, but they would be higher than the code would allow. He pointed out the Love's sign infringes considerably on this property. Mr. Morris stated traveling at 100 feet per second would not allow a great deal of time for a traveler to notice the sign. He reported this qualified as an interchange business under Ormond Beach code provisions, but none of the codes actual fit this situation. Mr. Morris advised this was consistent with what was done on the other parts of the property.

Commissioner Partington stated the sign in one photo seemed to be too large and the sign in the other photo seemed too small; therefore, he recommended a sign sized somewhere between the two signs depicted.

Mr. Morris stated he understood the Commission had discretion and if the decision was that the sign needed to be smaller, his client could compromise and accept a 10% reduction in size. He noted codes actually permit wall signs to be considerable larger than the 300-square foot sign, but the number was limited. Mr. Morris explained that due to the location and the configuration of the building, four signs would be needed. He pointed out the Harley Davidson Building actually had a larger sign. Mr. Morris advised the scale of building and the scale of the surroundings were considered in determining the size of the sign.

Commissioner Kelley stated the south-facing sign was for people already on the site rather than for people coming from the south and north because if people see that sign, they already went too far.

Instrument# 2007-011045 # 8
Book: 5990
Page: 2479

Instrument# 2015-191587 # 115
Book: 7174
Page: 254

Mr. Morris explained from the top of the hill the sign could be seen and the shape of the sign was important.

Commissioner Kent advised he could approve the requested size.

Mr. Parham stated he would prefer the original size, but would bend to the will of the Commission. He noted the logo was the third most recognized logo in the motorcycle industry.

Commissioner Gillooly commended Mr. Parham for the great marketing campaign the did. She noted this request did not meet the County or City standards. She noted she understood a business needed identification, but considered the identification on the Harley Davidson building should be sufficient; therefore, she could not approve going higher than standard size. Commissioner Gillooly noted she hoped Ormond Beach standards were one reason this entire development moved to this location.

Commissioner Kelley advised he would support the sign as requested in that it was proportional. He stated having been in business he was aware it was very important to market. Commissioner Kelley noted this business was bringing in quality jobs and being a good neighbor which was indicative to why the Commission should support him in his endeavor giving him every opportunity to succeed rather than force him to fail.

Commissioner Partington reported he still favored a 10% reduction on the north and south view, but if the majority would approve the request without this amendment, he would not oppose it. He noted he considered the east bound sign to be appropriate.

Mr. Morris stated the most significant side of the building to attract customers was the north facing sign. He noted other buildings to the north have signs as well as interstate signs. Mr. Morris pointed out the photo Commissioner Partington referred to had improper lighting so the sign added that was by the computer appeared to be brighter. He stated the Harley store and logo was different from Mr. Parham's business.

Mayor Costello advised he would prefer a 25% reduction, but could accept a 10% reduction.

Commissioner Kent stated he could accept the 10% reduction, but he considered the sign to be appropriate. He concurred with Commissioner Kelley in that businesses need signage and there was difference between this business and the Harley Davidson business.

Mayor Costello stated he believed the sign would still be seen and people would come to the business because they know where the business was located rather than coming because they see the sign.

Commissioner Gillooly noted she would have supported Mayor Costello's 25% reduction, but there was no consensus.

Commissioner Partington asked if this was item to give staff direction and it would come back to the Commission.

Instrument# 2015-191587 # 116
Book: 7174
Page: 255

Instrument# 2007-011045 # 9
Book: 5990
Page: 2480
Diane M. Matousek
Volusia County, Clerk of Court

Mayor Costello reported this would go to the County.

Mr. Hayes pointed out this would be a directive policy from the Commission.

Mayor Costello stated he could support this because the applicant did adhere to Ormond Beach's standards for their building.

Commissioner Kent asked how much extra was allowed for the Harley sign.

Mr. Morris stated that quantitatively it would be difficult to tell, but the Harley went much further than what was being requested tonight.

Commissioner Kent stated his concern was being consistent among the applicants.

Mr. Morris noted while this was an item of direction, if the Commission directed a 10% reduction, the applicant would submit to the County with the reduction because they appreciated the working relationship they have with the City.

Commissioner Partington moved, seconded by Commissioner Kent, to approve a sign as presented with the exception of the north and south facing signs to be reduced by 10%.

Commissioner Kent noted the Commission rarely voted on a discussion item and asked if the audience wanted to speak.

Mayor Costello noted this item was to send a recommendation to the County, but he offered to allow anyone in the audience to speak on this matter. No one expressed a desire to speak. He asked Veronica Patterson, City Clerk, to either add a notation on the sign-in card or to remind him to announce that people should sign a card if they wish to speak on a discussion item should the Commission vote on the item.

Call Vote:

Commissioner Kent	yes
Commissioner Kelley	yes
Commissioner Partington	yes
Commissioner Gillooly	no
Mayor Costello	yes

Carried.

Mayor Costello stated he wanted the Commission to send a strong message that they support the project even though he believed the sign was too large.

Instrument# 2015-191587 # 117
Book: 7174
Page: 256

07/11/2007 08:11 AM
Instrument# 2007-157573 # 1
Book: 6092
Page: 423

IN RE: PUD-07-022, Destination Daytona, LLC

RESOLUTION NO. 2007-97

AMENDMENT TO RESOLUTION NO. 2004-100

LOVE'S/HAVING FUN BPUD

(d/b/a Destination Daytona)

THIS AMENDMENT is made and entered into this 24TH day of MAY, 2007, by and between the COUNTY OF VOLUSIA, a Political subdivision of the State of Florida, hereinafter referred to as the "County" and DESTINATION DAYTONA, LLC a Florida Limited Liability Company, hereinafter referred to as the "Applicant".

WHEREAS, the Applicant is the Owner of Lot 3 of Destination Daytona Subdivision located in the Love's/Having Fun BPUD, hereinafter referred to as the "Property", the legal description of which is attached hereto and incorporated herein by reference as Exhibit 1, and

WHEREAS, the County by resolution No. 2004-100, granted BPUD zoning to the Love's/Having Fun BPUD, hereinafter referred to as the "BPUD"; and

WHEREAS, the Applicant wishes to amend the Love's/Having fun BPUD only as applied to the Property in accordance with the terms hereof.

WHEREAS, this Amendment affects only the Property, and

IT IS THEREFORE AGREED, as follows:

D. Land Uses within the BPUD:
   Covered, unenclosed Pavilion (Lot 3)
   Bars (Lot 3)
   Liquor Stores (Lot 3)
   Itinerants Merchants
   Outdoor entertainment event

Footnotes 1 and 2 pertaining to Itinerant Merchants and Outdoor entertainments are hereby deleted from Resolution 2004-100.

Instrument# 2015-191587 # 118
Book: 7174
Page: 257

H. Itinerant Merchants: Itinerant Merchants shall be permitted on the subject parcel from October 1 through September 30. The property owner shall obtain an itinerant merchant host license and pay the applicable fee on an annual basis as required by Ordinance or Resolution. On or before October 1 of each year, the property owner shall file an operational plan for the subject parcel for the coming year. As part of the operational plan the property owner shall provide any and all agreements for contract services required to comply with the county code for public health, safety, waste disposal, police, fire, and traffic. Itinerant merchants shall be located at least 150 feet from the perimeter boundary of the BPUD along U.S Hwy 1 and Interstate 95 (I-95) right-of-way adjacent to Lot 3. The property owner shall be responsible for ensuring that all itinerant merchants operating thereon comply with the county code applicable thereto, including obtaining a current itinerant merchant license and compliance with state law. The property owner shall not allow an itinerant merchant to engage in activities involving the operation of aircraft, discharge of explosive devises or weapons, activities in which farm animals or wild animals are placed for viewing or interaction with the public, or discharge of any toxic or harmful substance unless the property owner has submitted a separate application to the sheriff's office at least 30 days in advance and the sheriff's office has issued a separate permit with conditions that it deems necessary to protect public health and safety.

I. Outdoor Entertainment: Outdoor Entertainment shall be permitted on the subject parcel from October 1 through September 30. The property owner shall obtain an outdoor entertainment license and pay the applicable fee on an annual basis as required by Ordinance or Resolution. Any portable lights, search lights, laser source lights, strobe or flashing lights placed on the subject property shall be positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position outside the property boundaries, shall not directly or indirectly illuminate any public road. No outdoor amplified sound equipment shall be placed within 1,000 feet of the footprint of a dwelling which is not located on the subject property, unless the property owner has an approved outdoor amplified sound plan.

J. Signage requirements: Not withstanding the above, the Coca Cola Pavilion shown on revised Exhibit "B" 1 of 2, shall be permitted wall signage in accordance with revised composite Exhibit F. No more than nine total signs will be attached to the pavilion that shall meet the following sign copy area dimensions: 8 signs @ 5' x 12' for a total of 480 sq. ft.; and one sign @ 7' x 23'8" for 165.6 sq. ft.

S. Project Architecture: Lot 3 shall be permitted to have a covered, unenclosed pavilion as shown on Exhibit 2.

1. **Amendment**. Exhibit "B", 1 of 2 referred to in Section A.1. of the Love's/Having Fun BPUD is hereby deleted and replaced in its entirety with the revised Exhibit "B", 1 of 2, attached hereto and incorporated herein.

Instrument# 2015-191587 # 119
Book: 7174
Page: 258

The attached signage drawing (Exhibit 3) for the Coca Cola Pavilion shall be incorporated in and made a part of composite Exhibit F of Resolution 2004-100.

The attached architectural elevation drawing (Exhibit 2) for the Coca Cola Pavilion shall be incorporated in and made a part of composite Exhibit G of Resolution 2004-100.

2. Remaining Terms. Except as provided in this Amendment all other terms of the Love's/Having Fun BPUD shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the year and day first above written.

DONE and ORDERED by the County Council of Volusia County, Florida, this 24TH day of MAY, 2007.

ATTEST:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by James T. Dinneen and Frank T. Bruno, Jr., as County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission & Expiration Date
No.:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Commission Expires Feb 9, 2010
Commission # DD 516818
Bonded By National Notary Assn.

Instrument# 2015-191587 # 120
Book: 7174
Page: 259

APPLICANT
DESTINATION DAYTONA, LLC

By: _____
Charles L. Strasser, Managing Member

Date: 7/2/07

STATE OF FLORIDA :
:ss
COUNTY OF VOLUSIA:

The foregoing instrument was acknowledged before me this 2nd day of July, 2007, by Charles L. Strasser, Managing Member of Destination Daytona, LLC, who is personally known to me or who has produced _____ (type of ID) as identification and who did/did not take an oath.

_____
Notary Public, State of Florida
My commission expires:

Notary Public State of Florida
Marcia Polenz
My Commission DD365428
Expires 10/24/2008

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EXHIBIT 1

Legal Description of Lot 3 of Destination Daytona Subdivision
located in the Love's/Having Fun BPUD

LOT 3 DESTINATION DAYTONA AS PER PLAT RECORDED IN MB 53, PG 81

LESS AND EXCEPT

DESCRIPTION

A PORTION OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WITH THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR INTERSTATE NO. 95 (S.R. NO. 9), SECTION 79002, F.P. NO. 2426961, AS THE POINT OF REFERENCE, RUN NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 180.66 FEET; THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE NORTH 39 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 11.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 39 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 445.14 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 50 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 49.56 FEET; THENCE SOUTH 39 DEGREES 15 MINUTES 54 SECONDS WEST, A DISTANCE OF 80.41 FEET; THENCE NORTH 50 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 62.28 FEET; THENCE NORTH 39 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 16.26 FEET; THENCE NORTH 50 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 49.39 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 114.23 FEET; THENCE NORTH 50 DEGREES 20 MINUTES 23 SECONDS WEST, A DISTANCE OF 12.65 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 29.00 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 12.65 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 71.42 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 99.80 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 18.50 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 6.69 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 30.50

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FEET; THENCE NORTH 39 DEGREES 39 MINUTES 37 SECONDS EAST, A DISTANCE OF 12.03 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 28.23 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 37 SECONDS WEST, A DISTANCE OF 71.91 FEET; THENCE SOUTH 50 DEGREES 20 MINUTES 23 SECONDS EAST, A DISTANCE OF 74.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

DESCRIPTION - BUILDING 2

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WITH THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR INTERSTATE NO. 95 (S.R. NO. 9), SECTION 79002, F.P. NO. 2426961, AS THE POINT OF REFERENCE, RUN NORTH 07 DEGREES 32 MINUTES 04 SECONDS EAST, A DISTANCE OF 765.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 39 MINUTES 54 SECONDS WEST, A DISTANCE OF 215.89 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 44.33 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 54 SECONDS WEST, A DISTANCE OF 17.99 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 20.66 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 30.99 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 4.99 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 68.83 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 18.50 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 17.67 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 18.50 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 103.50 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 4.11 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 31.40 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 19.78 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 54 SECONDS WEST, A DISTANCE OF 18.50 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 44.33 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B", 1 of 2
LOVE'S/HAVING FUN BPUD MASTER DEVELOPMENT PLAN

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F. **Signage Requirements**. There will only be interchange interstate signage allowed for three lots, excluding the northernmost site currently stated for development of the Wyotech Center. These signs will comply with the currently adopted City of Ormond Beach Land Development Code for Exhibit "E - Interstate Interchange Signs." A monument sign for "Wyotech" shall not be higher than 20 feet and shall not exceed 96 square feet. All other applicable sign requirements of Ordinance No. 80-8, as amended shall apply, except for Section 822.09. Existing billboards on the parcel shall be removed within 5 years of commencement of project or 50% completion whichever occurs first.

G. **Appearance Standards**. It is the purpose of these appearance standards to ensure that development within the MPUD is designed to promote a high quality appearance. It is hereby determined that the appearance of the Wyotech/Corinthian building on Lot 5, attached as Exhibit D, meets the required general appearance standard stated above and it is also is consistent with the quality of construction required by the Love's/Having Fun BPUD which abuts the southern boundary of the MPUD. In addition to the general standards stated above, buildings on MPUD Lots 1-4 shall comply with the following appearance standards.

1. Building similarities. The property will be developed using architectural standards established by the Harley-Davidson dealership and the pending J&P Cycles building in the adjacent Love's/Having Fun BPUD located to the south of this MPUD. This will not be applicable to the Wyotech project, since that has proceeded ahead of the MPUD request and in accordance with the former Knapp IPUD Development Agreement. Determination of building materials and color conformance to this standard and the requirements of paragraph #3 below shall be determined during the site plan review and approval process.

2. Building orientation. Buildings shall be orientated such that service areas and outdoor storage or work areas are placed out of view from street rights-of way. Where, because of site constraints or other factors, service areas cannot be located in accordance with this requirement, such areas shall be screened from view by vegetative or structural means, to include, but not be limited to a masonry block wall. Structural screening shall be architecturally compatible with the building in terms of colors, construction materials, and finish.

3. Building exterior materials and colors. Building materials and colors shall conform to the following requirements:

   a. All buildings shall be faced with materials that exhibit a durable, high quality appearance.

   b. Materials shall be of a low maintenance type, retaining a consistent, clean appearance.

   c. Generally accepted exterior facing materials, on all facades exposed to

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Minimum yard size (building)	
a. Front yard:	35 ft.
b. Rear yard:	20 ft.
c. Side yard abutting any lot:	10ft.
d. Side yard abutting any street:	35 ft.
e. Side yard abutting any residentially zoned property	35ft.
Maximum lot coverage	50%
Maximum building height	55 ft., (35 ft. abutting residential zoning).
Landscape buffer requirements	10 ft. on the western perimeter for all off site parking, R.V. uses and stormwater ponds and 25 ft. on the western perimeter for all uses and associated required parking; 25 ft. on the eastern perimeter. Fencing shall not be required in the in the eastern or western buffer. All landscaping and other fencing shall be consistent with the exception that tree caliper shall be 2 inches in diameter at breast height.
Project Perimeter building setbacks	25 ft.
Minimum building separation	25 ft.
Off-street parking requirements	Lots 1-4: Off-street parking other than the off-site parking allowed by this Development Agreement as a permitted use shall comply with Article VIII, Section 810.00 of Ordinance NO.80-8 as amended. Lot 5: Off-street parking provided on Lot 5 shall be allowed by the approved site plan for Lot 5 as a school site. The maximum parking number established by the presently adopted LDC shall not apply to Lot 5. The only restrictions on parking area shall be those established by required buffer, setbacks, landscape or stormwater requirements.

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Machinery and machine shops
Off site parking[1]
Printing, publishing and engraving
Recreational Vehicle sales and service
Restaurants
Retail Sales[2]
Sheet metal products manufacturers and sales.
Tool, die and gauge shops
Trailer, carriage and wagon manufacturers
Vocational training school
Warehouses
Welding or soldering shops
Wholesale houses and distributors
Wood product manufacturers

[1] Off-site, shared or exclusive parking pursuant to use or easement agreement between property owners within the MPUD or the adjacent Love's/Having Fun BPUD shall be a permitted land use on the property subject to the MPUD.

[2]Retail sales shall be allowed as a permitted use on the property. The allowable square footage permitted to be placed on the property shall be based upon the traffic generation which shall comply with memorandum of Jon E. Cheney dated February 27, 2003 and attached hereto and incorporated as Exhibit C.

2. The following uses are permitted on lots along the western side of the MPUD:

Administrative and executive offices.
Communication towers not exceeding 70 feet in height above ground level.
Corporate offices
Data processing
Off site parking [1]
Printing, publishing and engraving.
Recreational Vehicle sales and service
Recreational Vehicle Sites[2]

[1] Off-site, shared or exclusive parking pursuant to use or easement agreement between property owners within the MPUD or the adjacent Love's/Having Fun BPUD shall be a permitted land use on the property subject to the MPUD.

[2]Conforming to state and local requirements for size and waste management.

E. Development Standards.

Minimum lot area	10 acres
Minimum lot width	150 ft.

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B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order Plat(s) or Exemptions for areas to be subdivided.

C. Phases of Development. The infrastructure shall be developed in either a single phase or in phases consistent with the subdivision overall development plan and/or final site plan.

D. Land Uses within the MPUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed MPUD. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures. If a use or structure is not listed as permitted, the Zoning Enforcement Official may permit said use or structure upon a determination that said use or structure is similar to the uses or structures otherwise permitted by the MPUD.

1. The following uses are permitted on lots adjacent to Interstate 95 (eastern side) of the MPUD:

Administrative and executive offices.
Corporate offices.
Data Processing.
Distribution centers.
Electrical component manufacturers.
Essential utility services.
Exempt excavations (refer to section 817.00(0) and/or those which Comply with article VIII of the Land Development Code of Volusia County [appendix A] and/or final site plan review procedures of this ordinance.
Recreational Vehicle uses and stormwater ponds
Financial institutions.
Flex Office/Showroom/Warehouse
Food products manufacturers.
Hotel/Motel
Industrial vocational training school
Laboratories, research and/or testing.
Light industrial uses and wholesale, distribution and offices for:

Computer and office equipment.
Durable and non-durable goods distribution.
Electronic equipment.
Instruments (measuring, analyzing and controlling).
Optical equipment.
Photographic equipment and supplies.
Precision instruments and machinery.
Recreational Vehicle production

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Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

D. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the Mixed Use Planned Unit Development Agreement in the same manner as the I-1 zoning classification.

E. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as an MPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as an MPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Mark Dowst and Associates, Inc. and dated April 28, 2005, revised October 13, 2005, and this Development Agreement. The Preliminary Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, and prior to any construction, an application for exemption; or a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code. Ordinance No. 88-3, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to any construction, final site plans shall be submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

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LLC are the owners of a 112.76 acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the sketch and legal description, a true copy of which is attached hereto as Exhibit "A"

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for an amendment to an adopted IPUD (Industrial Planned Unit Development) formerly known as, "THE KNAP FAMILY 1987 REVOCABLE TRUST, JACK KNAP TRUSTEE IPUD (INDUSTRIAL PLANNED UNIT DEVELOPMENT)." The Amended IPUD shall be known as the "STRASSER MPUD."

B. That the said amendment to the adopted IPUD results in a MPUD that is no more intense than the former IPUD and therefore the MPUD, with review by extra governmental agency is consistent with both the Volusia County Comprehensive Plan Ordinance No. 90-10, as amended and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 27TH DAY OF APRIL 2006, AS FOLLOWS:

A. That the Application of Strasser Development Parcel D, LLC, a Florida Limited Liability Company, for amendment to the adopted IPUD applicable to the subject parcels the Strasser MPUD is hereby granted.

B. That the MPUD zoning classification of the subject parcel described in Exhibit "A'" attached hereto is hereby amended MPUD as set out in the "Development Agreement" set out below.

C. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Mixed Use Planned Unit Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Amended Development Agreement", the provisions of the "Amended Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County

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EXHIBIT "G"
(CONTAINING 26 PAGES)

10/17/2006 10:30 AM
Instrument# 2006-260219 # 1
Book: 5934
Page: 3459

COUNTY OF VOLUSIA, FLORIDA

IN RE: Case No. PUD-05-075, Application of:

Strasser Development Parcel D, LLC

A Florida Limited Liability Company, Owner

RESOLUTION #2006-91

**ORDER AND RESOLUTION
GRANTING A REQUEST FOR
AMENDMENT TO AN ADOPTED
IPUD (INDUSTRIAL PLANNED UNIT DEVELOPMENT)
KNOWN AS, "THE KNAP FAMILY 1987 REVOCABLE TRUST,
JACK KNAP TRUSTEE IPUD (INDUSTRIAL PLANNED UNIT DEVELOPMENT)"
RECORDED AT BOOK 5076 PAGE 3467, ET. SEQ.,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TO THE
STRASSER MIXED USE PLANNED UNIT DEVELOPMENT**

The application of, Strasser Development Parcel D, LLC, a Florida Limited Liability Company, hereinafter, "Applicant", for amendment to the referenced, adopted IPUD to become the Strasser Mixed Use Planned Unit Development was heard by and before the Volusia County Council, Volusia County, Florida, on April 27, 2006. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on December 13, 2005, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

GENERAL FINDINGS

A. That the applicant has duly and properly filed the application herein on October 21, 2005 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant, Florida Motorcycle School, LLC, and The Daytona RV Center,

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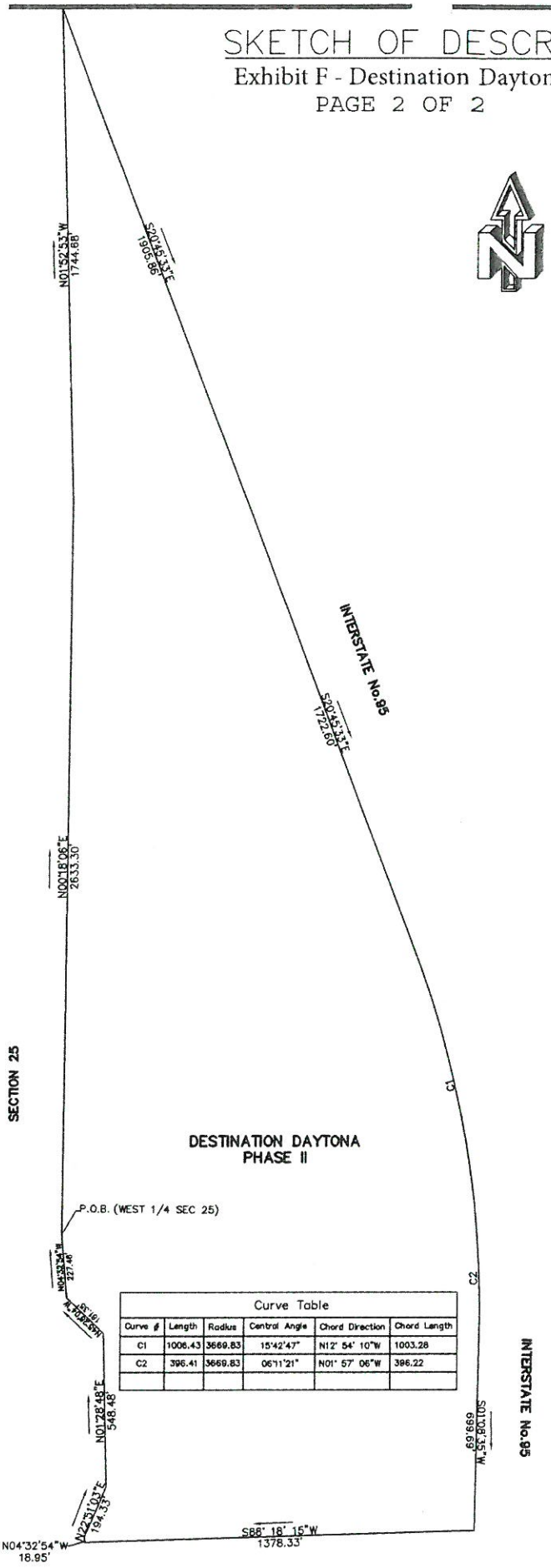
SKETCH OF DESCRIPTION

Exhibit F - Destination Daytona Phase II



Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	1006.43	3669.83	15°42'47"	N12° 54' 10"W	1003.28
C2	396.41	3669.83	06°11'21"	N01° 57' 06"W	396.22

SHEET 2
SEE SHEET 1
FOR DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: DESTDAYT2
	SHEET: 2 OF 2	DRAWN BY: CO

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LEGAL DESCRIPTION

DESTINATION DAYTONA PHASE 2

A PORTION OF SECTIONS 25, AND 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A OF POINT OF BEGINNING FOR THIS DESCRIPTION SAID POINT BEING FROM THE WEST 1/4 OF SAID SECTION 25, RUN THENCE N00°18'06"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 A DISTANCE OF 2633.30 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N01°52'53"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 A DISTANCE OF 1774.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: S20°45'33"E A DISTANCE OF 1905.86 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE S20°45'33"E A DISTANCE OF 1722.60 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3669.83 FEET, A CENTRAL ANGLE OF 15°42'47", A CHORD BEARING OF S12°54'10"E, AND A CHORD DISTANCE OF 1003.28 FEET; THENCE RUN SOUTHERLY ALONG SAID ARC A DISTANCE OF 1006.44 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3669.83 FEET, A CENTRAL ANGLE OF 06°11'21", A CHORD BEARING OF S01°57'06"E, AND A CHORD DISTANCE OF 396.22 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 396.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S01°08'35"W A DISTANCE OF 699.69 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN S88°18'15"W A DISTANCE OF 1378.33 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N04°32'54"W ALONG SAID WEST LINE A DISTANCE OF 18.95 FEET; THENCE DEPARTING SAID WEST LINE, RUN N22°51'03"E A DISTANCE OF 194.33 FEET; THENCE N01°28'48"E A DISTANCE OF 548.48 FEET; THENCE N45°28'04"W A DISTANCE OF 181.35 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N04°32'54"W ALONG SAID WEST LINE A DISTANCE OF 227.46 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 4,911,878 SQ. FT. OR 113 ACRES MORE OR LESS

SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: DESTDAYT2
	SHEET: 1 OF 2	DRAWN BY: CO

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Instrument# 2015-015066 # 8
Book: 7077
Page: 2299
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2, DESTINATION DAYTONA SUBDIVISION, AS RECORDED IN MAP BOOK 53, PAGES 81-92, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LOT 3 DESTINATION DAYTONA MB 53 PG 81 PER OR 5937 PG 3654 PER OR 5937 PGS 3644-3645 PER OR 5937 PGS 3636-3637 INC PER OR 5937 PGS 3650-3651 EXC DESTINATION DAYTONA BLDG 2 CONDO PER OR 5908 PG 2376 & EXC DESTINATION DAYTONA BLDG 1 CONDO PER OR 6011 PG 2739;

AND

LOT 5 DESTINATION DAYTONA MB 53 PG 81 PER OR 5937 PG 3642 PER OR 5937 PG 3634 PER OR 6483 PG 2316 PER OR 6483 PG 2318 PER OR 6483 PG 2320 PER OR 6989 PG 0890 PER OR 6989 PG 0892

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Book: 7077
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WITNESSES:

DESTINATION DAYTONA II, LLC, a Florida limited liability company

By: Shelly Rossmeyer Pepe
Printed Name: Shelly R. Pepe
Title: Manager

The foregoing instrument was acknowledged before me this 6th day of January 2015, by Shelly Rossmeyer Pepe, as Manager of Destination Daytona II, LLC, a Florida limited liability company, on behalf of the company and who [ ] has produced a drivers license as identification or [✓] is personally known to me.

Tammy J. Lucas
NOTARY PUBLIC, STATE OF FLORIDA

TAMMY J. LUCAS
Notary Public, State of Florida
My Comm. Expires July 24, 2017
Commission No. FF 17622

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

[Remainder of this page intentionally left blank]

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WITNESSES:

DESTINATION DAYTONA, LLC, a Florida limited liability company

By: Shelly Rossmyer Page
Printed Name: Shelly A. Page
Title: Manager

The foregoing instrument was acknowledged before me this 6th day of Jan 2015 by _____, as Manager of Destination Daytona, LLC, a Florida limited liability company, on behalf of the company and who [ ] has produced a drivers license as identification or [ ] is personally known to me.

Tammy J. Lucas
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

TAMMY J. LUCAS
Notary Public, State of Florida
My Comm. Expires July 24, 2017
Commission No. FF 17622

Commission No.:_____
My Commission Expires:_____

[Remainder of this page intentionally left blank]

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WITNESSES:

DD CORNER, LLC, a Florida limited liability company

By: Shelly Rossmeyer Pepe
Printed Name: Shelly R. Pepe
Title: Manager

The foregoing instrument was acknowledged before me this 6th day of Jan 2015, by _____, as Manager of DD Corner, LLC, a Florida limited liability company, on behalf of the company and who [ ] has produced a drivers license as identification or [✓] is personally known to me.

Tammy J Lucas
NOTARY PUBLIC, STATE OF FLORIDA

TAMMY J. LUCAS
Notary Public, State of Florida
My Comm. Expires July 24, 2017
Commission No. FF 17622

Type or Print Name: _____

Commission No.: _____

My Commission Expires: _____

[Remainder of this page intentionally left blank]

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D. All other terms and provisions not amended herein or by additional major or minor amendment of the Resolution 2004-100 Love's/Having Fun BPUD shall remain in full force and effect. Nothing in this Resolution shall abridge the requirements of the Code of Ordinances, County of Volusia.

DONE and ORDERED by the County Council of Volusia County, Florida, this 18TH day of DECEMBER, 2014.

ATTEST:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Jason P. Davis
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of January, 2015 (~~mo/yr~~) by James T. Dinneen and Jason P. Davis, as County Manager and Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print N[illegible]

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Comm. Expires Feb 9, 2018
Commission # FF 052703

Commission No[illegible]

My Commission Expires:

Instrument# 2015-191587 # 138
Book: 7174
Page: 277

NOW, THEREFORE, INCORPORATING THE ABOVE RECITALS AS IF FULLY STATED HEREIN, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN AN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 18TH DAY OF DECEMBER, A.D., 2014, AS FOLLOWS:

A. That the application for the amendment to Resolution 2004-100 is hereby granted.

B. That the list of permitted land uses of the Property is hereby amended to add the following permitted principal uses, in addition to those already allowed by the 2004 Development Agreement, as amended:

1. Farmer's Market, *

   * A farmer's market is defined as a multi-stall temporarily set up, open air market at which farm-producers and other merchants retail directly to the general public agricultural products and other miscellaneous retail merchandise from a temporarily set up market area using removable booths, stalls or vehicles located at a central location. Agricultural products include, but are not limited to, fresh fruit and vegetables (but also meat products, dairy products, and/or grains). Merchants at farmers market shall follow all applicable local and state law, pertaining to business tax receipts (BTR) and sales tax collection and remission.

2. Outdoor entertainment and recreational uses and structures on Lot 5 only (refer to article I, Chapter 72, Code of Ordinances)

C. With respect to any conflict between the zoning code and this Resolution, the provisions of this Resolution shall govern. Chapter 72 of the Volusia County Code shall govern with respect to any matter not covered by this Resolution or the 2004 Development Agreement, as amended. The Volusia County Zoning Enforcement Official will ensure compliance with this Resolution and the Amended Development Agreement.

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WHEREAS, the application for amendment to the BPUD was heard by the Volusia County Council on December 18, 2014. Based upon the verified application and other supporting documents, the advice, report, and recommendations of the Growth and Resource Management Department, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on December 9, 2014, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

WHEREAS, the application was duly and properly filed on September 26, 2014, as required by law.

WHEREAS, the Applicant applied for an amendment to Resolution 2004-100 and the 2004 development agreement incorporated therein governing the Property described in Exhibit "A" of this resolution.

WHEREAS, all fees and costs that are by law, regulation, or ordinance required to be borne and paid by the applicant have been paid in full.

WHEREAS, the Applicant has held a pre-application meeting as required by Chapter 72, County Code of Ordinances, as amended.

WHEREAS, the Applicant has complied with the "Due Public Notice" requirements of Chapter 72, County Code of Ordinances, as amended.

WHEREAS, the amendment to the existing Business Planned Unit Development ("BPUD") is consistent with both the Volusia County Comprehensive Plan and the intent of Chapter 72, Code of Ordinances.

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Book: 7174
Page: 279

01/28/2015 03:11 PM
Instrument# 2015-015066 # 1
Book: 7077
Page: 2292

RESOLUTION 2014-169

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2004-100 TO ALLOW ADDITIONAL PRINCIPAL USES ON LOTS 2, 3 AND 5 IN THE LOVE'S/HAVING FUN BPUD.

RECITALS

WHEREAS, on May 20, 2004, the County of Volusia, Having Fun, LLC, a Florida limited liability company, Having Fun II, LLC, a Florida limited liability company and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation entered into a Development Agreement as a result of County Council Resolution No. 2004-100, recorded in the official records of Volusia County, Book 5494, Page 2014; and amended in Book: 5666 Page: 2031, Book: 5667 Page: 2410, Book: 5990 Page: 2472, Book: 6092 Page: 423; Book: 6216 Page: 4031; Book: 6979 Page: 1393, and Book: 6983 Page: 2577; and

WHEREAS, the applicant(s), DD Corner, LLC, Destination Daytona, LLC and Destination Daytona II, LLC, are the Owner(s) of Lots 2, 3 and 5, hereinafter referred to as the "Applicants"; and

WHEREAS, this amendment affects only Lots 2, 3 and 5, hereinafter referred to as the "Property"; and

WHEREAS, the County of Volusia hereby amends the Business Planned Unit Development ("BPUD") created by Resolution 2004-100 and governed by the 2004 Development Agreement; and

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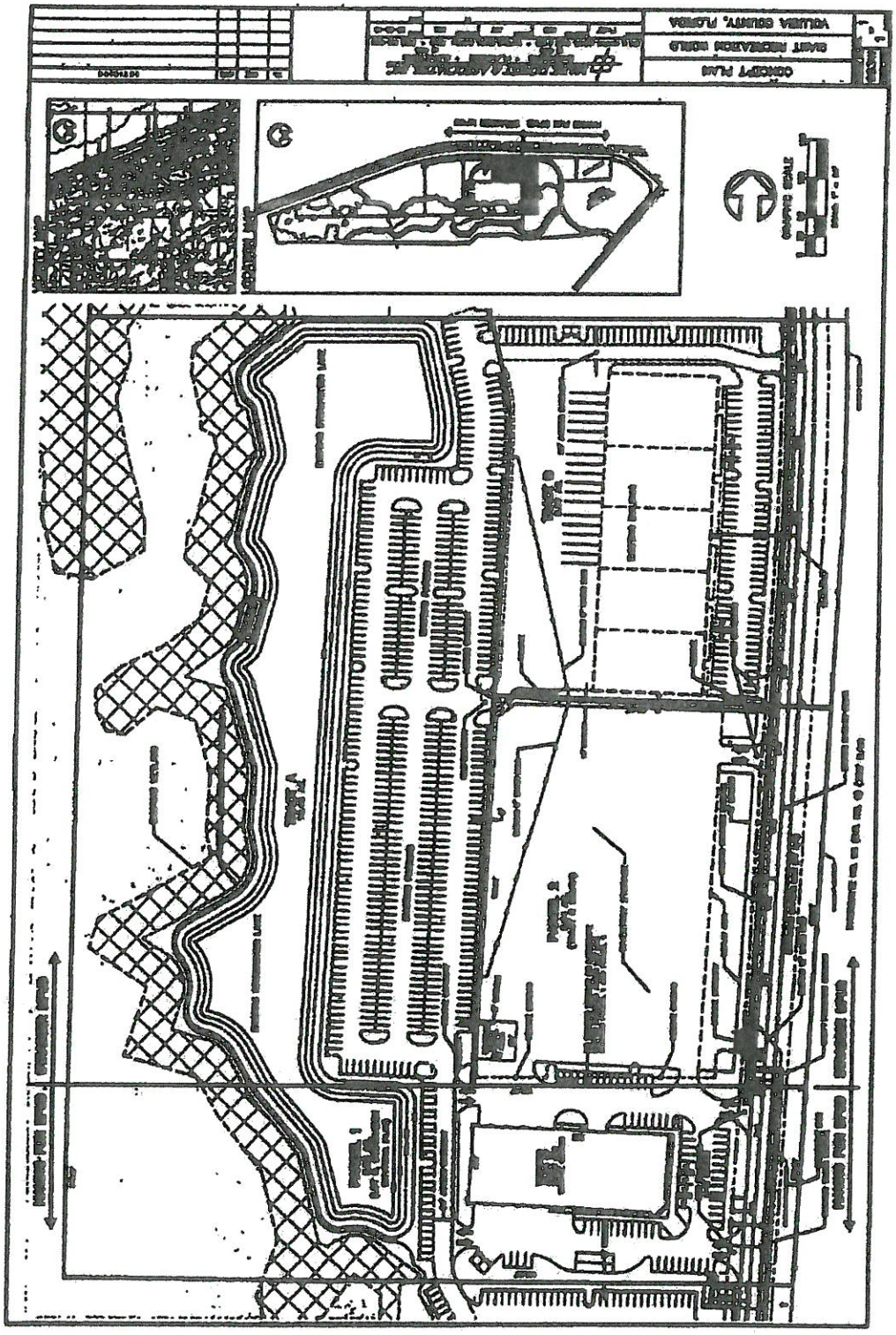
Page: 280

Instrument# 2014-075499 # 13
Book: 6983
Page: 2589
Diane M. Matousek
Volusia County, Clerk of Court

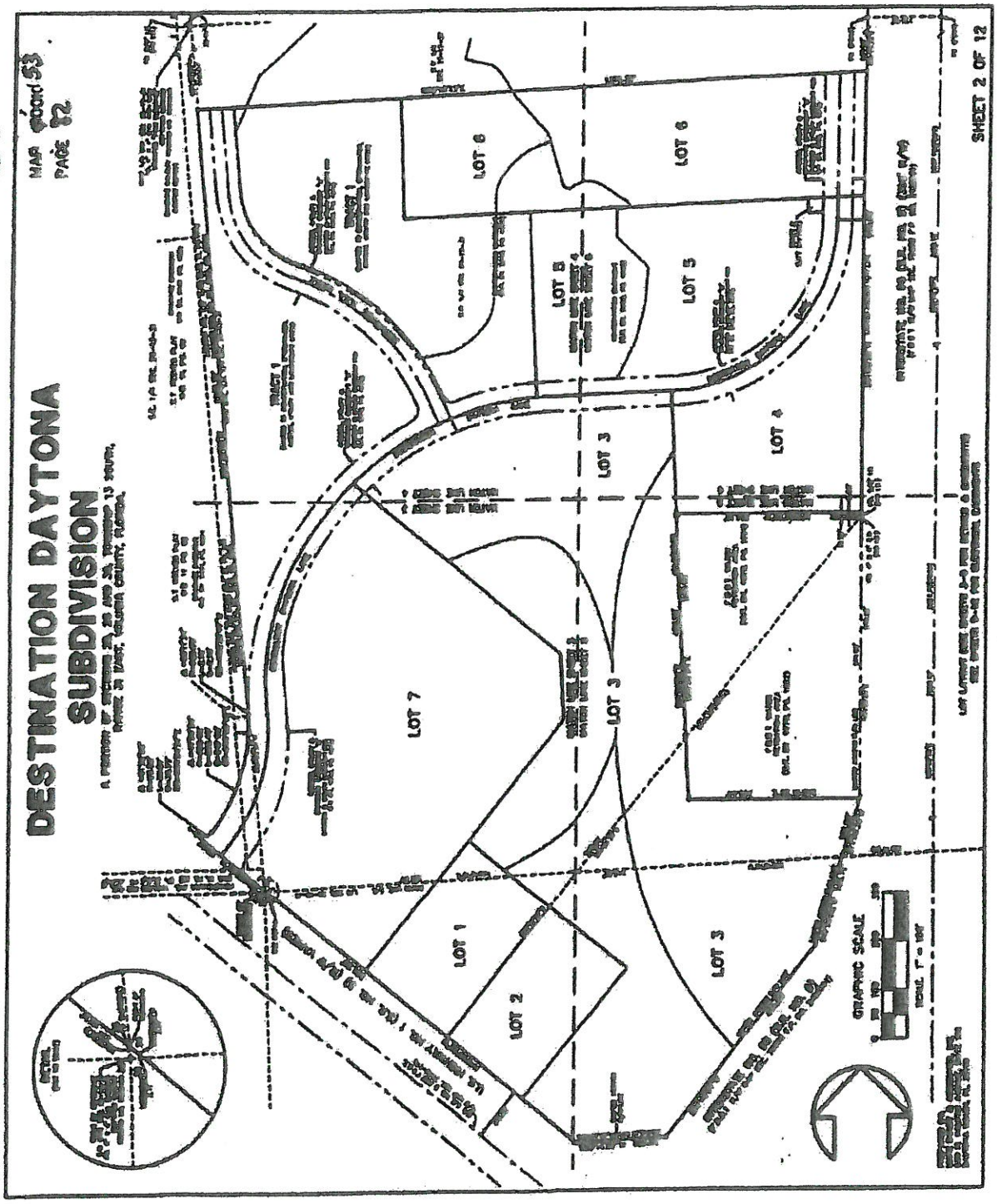
Exhibit "C"



Instrument# 2015-191587 # 142
Book: 7174
Page: 281

Instrument# 2014-075499 # 12
Book: 6983
Page: 2588

Exhibit "B"



Instrument# 2015-191587 # 143
Book: 7174
Page: 282

Instrument# 2014-075499 # 11
Book: 6983
Page: 2587

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6 AND TRACT 1, DESTINATION DAYTONA SUBDIVISION, AS RECORDED IN MAP BOOK 53, PAGES 81 THROUGH 92, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Instrument# 2015-191587 # 144
Book: 7174
Page: 283

WITNESSES:

COLLYER STRASSER, LLC, a Florida limited liability company

By: Charles L Strasser
Charles L. Strasser, Manager

The foregoing instrument was acknowledged before me this 10th day of April 2014 by Charles L. Strasser, as Manager of Collyer Strasser, LLC, a Florida limited liability company, on behalf of the company and who [ ] has produced a drivers license as identification or [✓] is personally known to me.

Mary Diane Dowdee
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mary Diane Dowdee
My Commission EE 182839
Expires 06/25/2016

Type or Print Name:
Mary Diane Dowdee
Commission No.: EE 182839
My Commission Expires: 6/25/2016

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Book: 7174
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DONE and ORDERED by the County Council of Volusia County, Florida, this 19TH day of DECEMBER, 2013.

ATTEST:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Jason P. Davis
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17 day of April 2014, by James T. Dinneen and Jason P. Davis, as County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Comm. Expires Feb 9, 2018
Commission # FF 062793
Bonded Through National Notary Assn.

Commission No.:

My Commission Expires:

Instrument# 2015-191587 # 146
Book: 7174
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All other terms and provisions not amended herein or by additional major or minor amendment of the Love's/Having Fun BPUD shall remain in full force and effect.

E. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The BPUD zoning, provisions of the "Development Agreement", and all approved plans shall run with the land and shall be administered in a manner consistent with zoning code, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the BPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

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Employment agencies,

Essential utility services,

Exempt excavations (refer to section 817.00(o) Ord. #80-8/article VIII Ord. #88-3),

Exempt landfills (refer to section 817.00(p) Ord. #80-8),

Financial institutions,

Fire stations,

Game rooms or arcades for pool, billiards, pinball machines, jukeboxes or other coin-operated amusements,

General Offices

General retail sales,

Hotels/motels,

Laundry and dry cleaning establishments, (drop-off/pick-up only; no chemical cleaning plant on site

Itinerant Merchants,

Libraries,

Medical and dental clinics (including chiropractic),

Motorcycle sales and service, excluding outdoor paint of bodywork, rebuilding or reconditioning of engines.

Museums,

Nightclubs,

Outdoor entertainment,

Publicly owned or regulated water supply wells,

Recreational Vehicle Sales and Service,

Restaurants, (restaurants with drive through facilities are permitted provided they oriented and screened from the public right-of-way),

Retail specialty shops,

Tailors,

Theaters,

Travel agencies,

Truck Stop.

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3. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Division 3 of the land development code, as amended.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Site Plan Development Order.

C. Phases of Development. Development of the property shall occur in one (1) phase.

D. Land Uses Within the BPUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed BPUD. The location and size of said land use areas are shown on Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Automotive service stations, Type A
Bars as accessory uses to hotels and restaurants,
Barber and beauty shops,
Catering services,
Condominium Hotel,
Communication towers,
Convenience stores, with or without fuel dispensers,
Cultural art centers,

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Please return recorded document to:

Volusia County
Growth and Resource
Management
123 W. Indiana Ave., Room 202
Deland, FL 32720

EXHIBIT "1"

DEVELOPMENT AGREEMENT
(PUD-14-009)

A. Development Concept. The property shall be developed as a BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a BPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of the Destination Daytona Subdivision Plat as Exhibit "B" and the Concept Plan for Giant Recreation World prepared by Mark Dowst & Associates, and this Amended development agreement. The Preliminary Plan is hereby approved and incorporated as Exhibit "C". The Master Development Plan was filed and retained for public inspection in the Growth and Resource Management Department and it constitutes a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments, in accordance with section 72-289 of the zoning code, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

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Resolution or the Development Agreement shall abridge the requirements of Resolution No. 2004-100 and subsequent approved amendments, and the Code of Ordinances, County of Volusia. Timing and review procedures contained in this Resolution and the attached Amended and Restated Development Agreement may be modified to comply with the Land Development Code of Volusia County, Florida, as codified in article III of Chapter 72, Code of Ordinances, County of Volusia ("land development code").

EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the council.

DONE AND ORDERED IN OPEN HEARING.

ATTEST:
FLORIDA
James J. Dinneen
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA,
Jason P. Davis
County Chair

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Agreement is offered in order to add additional permitted uses in the BPUD and modify the BPUD site plan, is consistent with both the Volusia County Comprehensive Plan and the Intent of Chapter 72, Code of Ordinances.

NOW, THEREFORE, INCORPORATING THE ABOVE RECITALS AS IF FULLY STATED HEREIN, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN AN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 19TH DAY OF DECEMBER, A.D., 2013, AS FOLLOWS:

A. That the Application of Collyer Strasser, LLC for the amendment to Resolution No. 2004-100 is hereby granted.

B. That the list of permitted land uses of the subject parcel described in Paragraph D to the original Development Agreement is hereby amended to allow additional permitted principal uses and the BPUD site plan is modified.

C. That the zoning classification of the subject parcel will remain BPUD as described in the zoning code, as amended.

D. With respect to any conflict between the zoning code and this Resolution or the attached Amended Development Agreement, the provisions of this Resolution and incorporated Amended Development Agreement shall govern. Chapter 72 of the Volusia County Code shall govern with respect to any matter not covered by this Resolution or the Amended Development Agreement. The Volusia County Zoning Enforcement Official will ensure compliance with this Resolution and the Amended Development Agreement.

E. Unless otherwise provided in paragraph D, nothing in this

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and Resource Management Department, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on November 12, 2013, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

WHEREAS, the application of Collyer Strasser, LLC, was duly and properly filed on September 27, 2013, as required by law.

WHEREAS, the Applicant has applied for an amendment to Resolution No. 2004-100 and the development agreement incorporated therein governing the real property described in Exhibit "A" of the Development Agreement.

WHEREAS, all fees and costs that are by law, regulation, or ordinance required to be borne and paid by the applicant have been paid in full.

WHEREAS, the applicant is the authorized representative of the Owner of a 51.897-acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the property survey and legal description, a true copy of which is attached as Exhibit "A" to the Amended and Restated Development Agreement.

WHEREAS, the Applicant has held a pre-application meeting as required by Chapter 72, County Code of Ordinances, as amended.

WHEREAS, the Applicant has complied with the "Due Public Notice" requirements of Chapter 72, County Code of Ordinances, as amended.

WHEREAS, the amendment to the existing Business Planned Unit Development ("BPUD") permitted uses and incorporated Development

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Book: 7174
Page: 292

04/29/2014 03:03 PM
Instrument# 2014-075499 # 1
Book: 6983
Page: 2577

RESOLUTION 2013-257

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2004-100 AND THE DEVELOPMENT AGREEMENT INCORPORATED THEREIN; TO ALLOW ADDITIONAL PRINCIPAL USES IN THE LOVE'S/HAVING FUN BPUD.

RECITALS

WHEREAS, on May 20th, 2004, the County of Volusia, Having Fun, LLC, a Florida limited liability company, Having Fun II, LLC, a Florida limited liability company and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation entered into a Development Agreement as a result of County Council Resolution No. 2004-100, recorded in the official records of Volusia County, Book: 5494 Page: 2014 and amended in Book: 5666 Page: 2031, Book: 5667 Page: 2410, Book: 5990 Page: 2472, Book: 6092 Page: 423; and Book: 6216 Page 4031; and

WHEREAS, the Collyer Strasser, LLC, a Florida limited liability company, is the record owner of the property, and

WHEREAS, the County of Volusia hereby amends the Business Planned Unit Development ("BPUD") created by Resolution No. 2004-100 and governed by the 2004 Development Agreement; and

WHEREAS, the amendment Resolution No. 2004-100 requires that the 2004 Development Agreement be amended.

WHEREAS, the application of Collyer Strasser, LLC, hereinafter, "Applicant," for amendment to the BPUD was heard by the Volusia County Council on December 19, 2013. Based upon the verified application and other supporting documents, the advice, report, and recommendations of the Growth

Instrument# 2015-191587 # 154
Book: 7174
Page: 293

Instrument# 2014-066950 # 6
Book: 6979
Page: 1398
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT A

Legal Description

LOT 6, DESTINATION DAYTONA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 53, PAGES 81 THROUGH 92, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Instrument# 2015-191587 # 155
Book: 7174
Page: 294

Instrument# 2014-066950 # 5
Book: 6979
Page: 1397

Collyer Strasser , LLC, a Florida limited liability company

By: Charles L Strasser
Charles L. Strasser, Manager
Property owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 10th day of APRIL, 2014, by Charles L. Strasser, as Manager of Collyer Strasser, LLC, a Florida limited liability company, property owner. He is personally known to me or has provided identification N/A and has not taken an oath.

NOTARY PUBLIC:

Sign: Nancy Hammond

Print: NANCY HAMMOND
State of Florida At Large
(Seal)

Notary Public State of Florida
Nancy Hammond
My Commission EE 167747
Expires 04/08/2016

Instrument# 2015-191587 # 156
Book: 7174
Page: 295

~~changes with the Clerk of the Court. A copy of the Revised Master Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department.~~

Said action has caused the preceding to be recorded in Public Records of Volusia County, Florida. Done and Ordered by Enforcement Official of Volusia County, Florida the 17th day of MARCH, 2014.

Volusia County Zoning Enforcement Official

By: _____
Scott Ashley, AICP, Senior Zoning Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Minor Amendment was acknowledged before me this 17TH day of MARCH, 2014, by Scott Ashley, AICP, Senior Zoning Manager. He is personally known to me and has not taken an oath.

NOTARY PUBLIC:

YOLANDA SOMERS
MY COMMISSION # EE 111666
EXPIRES: August 7, 2015
Bonded Thru Notary Public Underwriters

Sign: _____

Print: Yolanda Somers
State of Florida At Large
(Seal)

Instrument# 2015-191587 # 157
Book: 7174
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shall not be required to maintain landscape buffers except as depicted by the Love's/Having Fun, LLC BPUD Master Plan or the site plan for development of the site. Landscape Buffers along ~~US-1 and~~ I-95 shall conform to the following minimum dimensions: ~~US-1 buffer - 36 feet; and~~ I-95 buffer without frontage road - 60 feet and I-95 buffer with frontage road – 25 feet~~, with the exception of the Lot 3 (existing motel and proposed Harley Davidson site)~~. All other buffers internal to the project shall not be less than ten (10) feet along common parcel boundaries. ~~A representative sample of the Project Landscape Plan is attached hereto and incorporated herein as Exhibit "C."~~

G. Off-street parking requirements. The applicable requirements of Section 810.00 of the Volusia County Zoning Ordinance shall be met and the shared parking requirement of the ove's/Having Fun BPUD shall not apply.~~with the exception that up to twenty (20%) of the required parking for the Harley Davidson site, as located on the Preliminary Plan Exhibit "B", may be motorcycle parking spaces. Also, the total number parking of spaces dedicated to the Harley Davidson site may be further reduced upon presentation and acceptance of a parking study, which justifies a further reduction in the required number of parking spaces. The Zoning Official shall have the authority to render a decision as to the acceptability and justification of the study and allow the reduction.~~ ~~The~~ A reduction in parking may be processed as a Minor PUD Amendment subject to justification by a parking study acceptable to the County Zoning office.~~as set forth in Section 813.06 of the Volusia County Zoning Ordinance 80-8 as amended. The Applicant agrees to revise and record the Revised Master Plan, which reflects any such~~

~~a. Front yard: 40 ft.~~

~~b. Rear yard: 25 ft.~~

~~c. Side yard (east): 10 ft.~~

~~d. Side yard (west): 10 ft.~~

~~3. Maximum lot coverage: 40 percent.~~

~~4. Maximum building height: 70 ft.~~

E. Development Standards.

1. Minimum lot size	One Acre
2. Minimum yard size (principal building)[2]:	
a. Front yard:	35 ft.
b. Rear yard:	20 ft.
c. Side yard:	10 ft.
3. Maximum lot coverage:	50 percent.
4. Maximum building height:	50 ft.
5. Minimum yard size (accessory building)[3]:	
a) Front yard:	35 ft.
b) Side yard:	5 ft.
c) Rear yard:	5 ft.
e) Maximum building height:	25 ft.

F. Landscape buffer requirements. Landscape buffers are conceptually depicted on the ~~Master~~ Conceptual Site Plan. ~~Landscaping buffers shall comply with the City of Ormond Beach Greenbelt and Gateway Standards, as approved by Ormond Beach. Lots internal to the development shall not be required to maintain landscape buffers except as depicted by the Master Plan.~~ The internal lot lines of the property

[2] The setbacks listed are for general purposes. In the event of a conflict between a setback listed above or a lesser setback or buffer shown by the Master Plan, the Master Plan shall control. The listed setbacks may be diminished by the Master Plan and the setbacks illustrated by the Master Plan.

[3] Accessory structures shall only be permitted as part of a site plan for development to support the permitted principal use and structure to be located on a site.

Instrument# 2015-191587 # 159
Book: 7174
Page: 296

04/16/2014 11:29 AM
Instrument# 2014-066950 # 1
Book: 6979
Page: 1393

IN RE: (MA-14-022) APPLICATION OF STRASSER DEVELOPMENT PARCEL D, LLC

FOURTH MINOR AMENDMENT TO ORDER AND RESOLUTION # 2004-100
Known as The Love's/Having Fun BPUD
As recorded in Official Records Book 5494, Pages 2014 through 2029, Public Records of Volusia County, Florida

---

Whereas, Section 72-289(6)(d) of Volusia County Code of Ordinances provides for "Minor Amendments not altering the intent and purpose" of an approved Planned Unit Development (PUD); and

WHEREAS, Collyer Strasser, LLC, owner has duly filed a request for a minor amendment to the Development Order incorporated in Resolution #2004-100 above referenced; and

WHEREAS, the Zoning Enforcement Official has determined that the requested minor amendment does not alter the intent and purpose of the above referenced BPUD, and

WHEREAS, a ten (10 ±) acre site to sell and repair recreational vehicles is proposed; and

WHEREAS, the ten (10 ±) site is partially in the Strasser MPUD and partially in the Love's/Having Fun LLC BPUD; and

WHEREAS, the County of Volusia has approved a lot line adjustment to allow creation of the site as a legal development parcel able to be governed specifically by the Major Amendment to the Love's/Having Fun BPUD and a Minor Amendment to the Strasser MPUD.

NOW, THEREFORE, the County of Volusia hereby approves as a Minor Amendment the following terms and provisions to the Love's/Having Fun BPUD. The Love's Having Fun BPUD only as applied to the property described on Exhibit "A" attached hereto is hereby amended as follows:

Section E, Development Standards, only as applied to the property described on the attached Exhibit "A" attached hereto, is hereby deleted and the section set out below is hereby substituted for the original Section E and made applicable to the subject property.

~~E. Development Standards.~~

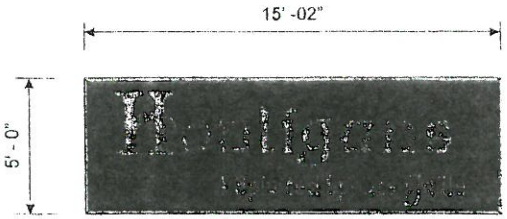
~~1. Minimum lot size One Acre~~

~~2. Minimum yard size (building) [1]:~~

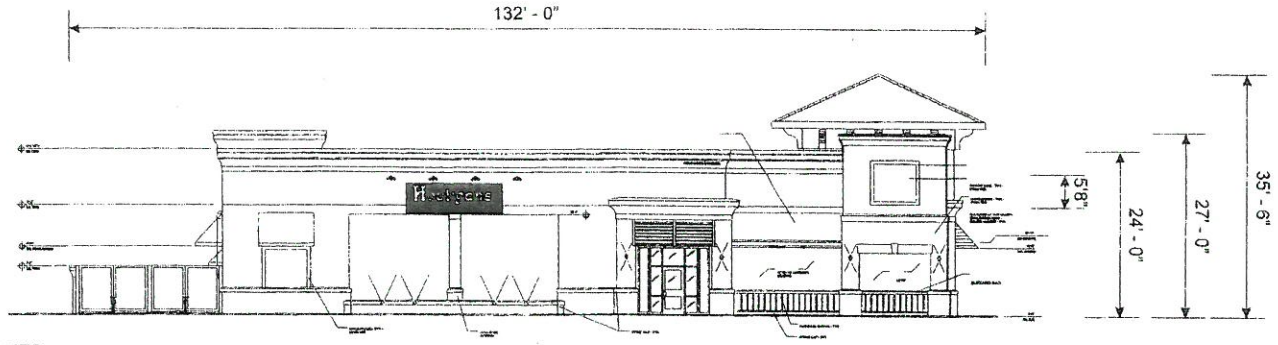
~~[1] The setbacks listed are for general purposes. In the event of a conflict between a setback listed above or a lesser setback or buffer shown by the Master Plan, the Master Plan shall control. The listed setbacks may be diminished by the Master Plan and the setbacks illustrated by the Master Plan.~~

DESTINATION DAYTONA

Instrument# 2006-073316 # 5
Book: 6216
Page: 4035
Diane M. Matousek
Volusia County, Clerk of Court



SCALE 1/4" = 1'
1/2" ROUTED PVC BOARD AND LETTERS PAINTED TO MATCH PMS COLORS PROVIDED. FLUSH MOUNTED TO WALL.



NTS

SOUTHEASTERN NEON & LIGHTING
374 Fentress Blvd.
Daytona Beach, FL 32114
Phone 386-254-7051
Toll Free 877-254-7051
Fax 386-254-7056

Sales Rep:
Date: 4-27-2007
Designer: AM
Drawing Path & Name:
Z/--H/Houligans/HG_FACES_APR27.CDR

REVISIONS:	DATE:	BY:

DESIGN CODE

ENGINEER INFORMATION

ENGINEER INFORMATION
NAME: DAVIS & LEATON
ADDRESS: [illegible]
PHONE: 386-736-7475
STATE REG No. 35616
STRUCTURAL ONLY

I certify that to the best of my knowledge, the sign structure and foundation designs meets or exceeds code requirements for 120 MPH windload

This original design (except registered or existing trademarks) is the property of Universal Sign Manufacturing, and may not be reproduced or copied in part or in whole without the written permission of Universal Sign Manufacturing.

Adequate primary electrical disconnect, conductors and physical hook up to signs and message centers to be the responsibility of the customer.

Best Available Im[illegible]

Instrument# 2015-191587 # 160
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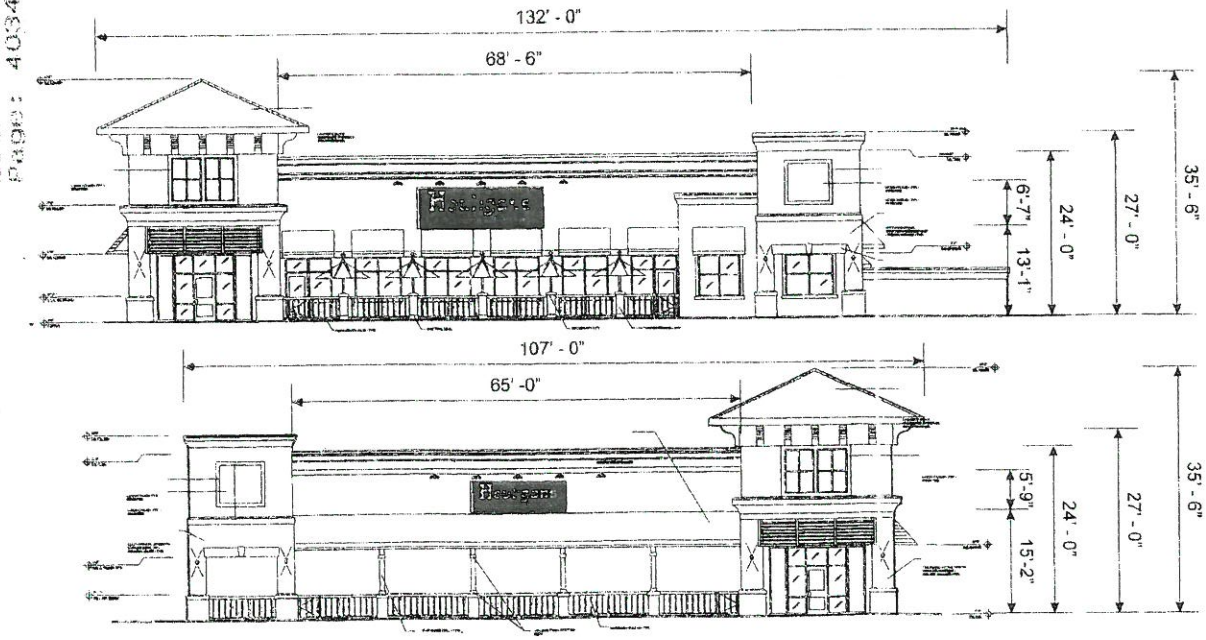
DESTINATION DAYTONA



SCALE 1/4" = 1'
1/2" ROUTED PVC BOARD AND LETTERS PAINTED TO MATCH PMS COLORS PROVIDED.
FLUSH MOUNTED TO WALL.

CONSTRUCTION



NTS

SOUTHEASTERN NEON & LIGHTING
374 Fentress Blvd.
Daytona Beach, FL 32114
Phone 386-254-7051
Toll Free 877-254-7051
Fax 386-254-7056

Sales Rep:
Date: 4-27-2007
Designer: AM
Drawing Path & Name:
Z/-H/Houligans/HG_FACES_APR27.CDR

REVISIONS:	DATE:	BY:

DESIGN CODE

ENGINEER INFORMATION

ENGINEER INFORMATION
NAME DAVIS & CLEATON
ADDRESS
PHONE 386-738-7475
STATE REG No. 35616
STRUCTURAL ONLY

I certify that to the best of my knowledge, the sign structure and foundation design results or exceeds code requirements for 120 MPH windload

This original design (except regulated or existing trademarks) is the property of Universal Sign Manufacturing, and may not be reproduced or copied in part or in whole without the written permission of Universal Sign Manufacturing.

Adequate primary electrical disconnects, conduits and physical hook up to sign and message content to be the responsibility of the customer

Instrument# 2008-073016 # 1
Book: 6216
Page: 4034

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Instrument# 2015-191587 # 161
Book: 7174
Page: 300

Instrument# 2015-191587 # 162
Book: 7174
Page: 301

Instrument# 2008-073316 # 3
Book: 6216
Page: 4033

Notary Public: Mary Diane Dowdee

Print Name: Mary Diane Dowdee

My commission Expires:



Instrument# 2015-191587 # 163
Book: 7174
Page: 302

COUNTY OF VOLUSIA

By: Mary B. Robinson

Mary B. Robinson, Director

Date: 4/4/08

STATE OF FLORIDA

COUNTY OF VOLUSIA:

I HEREBY CERTIFY that I this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Mary B. Robinson, who is personally known to me (or who has produced _____) as identification, and who did (did not) take an oath, and he acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

Notary Public: Yolanda J. Somers

YOLANDA J. SOMERS
MY COMMISSION # DD 702956
EXPIRES: August 7, 2011
Bonded Thru Notary Public Underwriters

Print Name:

My commission Expires:

Applicant

Strasser Development Parcel D, LLC

Nancy Hammond

By: Charles L. Strasser

Charles L. Strasser, Manager

Marcia Polenz

Date: 11-15-07

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15th day of NOV. 2007, by Charles L. Strasser, who is personally known to me or (or who has Produced _____) as identification, and who did (did not) take an oath, and he acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

Instrument# 2015-191587 # 164
Book: 7174
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Pg. 44

04/10/2008 11:50 AM
Instrument# 2008-073316 # 1
Book: 6216
Page: 4031

Original

MINOR AMENDMENT TO RESOLUTION NO 2004-100

LOVE'S/HAVING FUN BPUD

(d/b/a Destination Daytona)

THIS MINOR AMENDEMNT is made and entered into this 15 day of January, 2008 by and between the COUNTY OF VOLUSIA, a Political; subdivision of the State of Florida, hereinafter referred to as the "County" and Strasser Development Parcel D, LLC, hereinafter referred to as the "Applicant".

WHEREAS, the Applicant is the Owner of Lot 1 of Destination Daytona Subdivision located in the Love's/Having Fun BPUD, hereinafter referred to as the "Property", the legal description of which is attached hereto and incorporated herein by reference of Exhibit 1, and

WHEREAS, the County by resolution No 2004-100, granted BPUD zoning to the Love's/Having Fun BPUD, hereinafter referred to as the "BPUD"; and

WHEREAS, the Applicant wishes to amend the signage provisions of the BPUD only as applied to the Property in accordance with the terms hereof.

WHEREAS, this Amendment affects only the "Property", and

WHEREAS, the Applicant has received support from the City of Ormond Beach (Ormond) for the County to amend the sign provisions of the BPUD as applied to the Property as set out herein, and

IT IS THEREFORE AGREED, as follows:

J. Signage requirements. Lot 1 shall be allowed to have three wall signs at a maximum of total of 288.16 sq.ft of copy area for the entire premises. Exhibit 2 herein is incorporated.

2. The amended sign drawing and sign location plan for Lot 1 shall be incorporated and made a part of Composite Exhibit F of Resolution #2004-100.

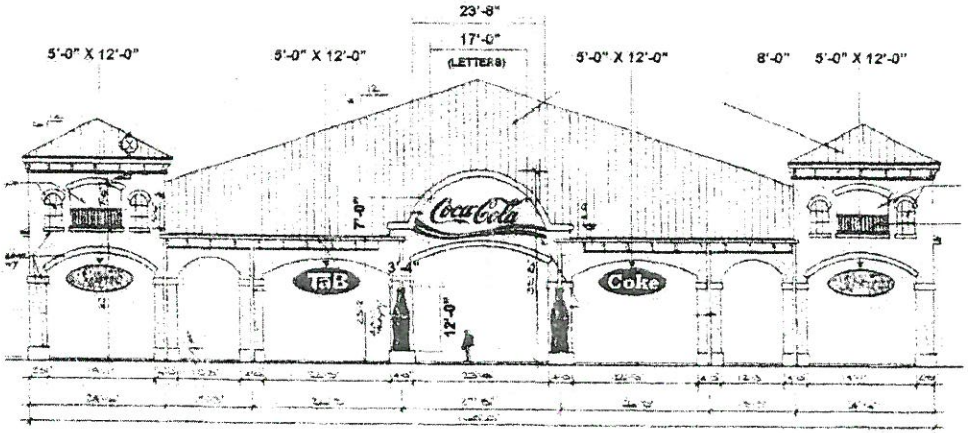
3. Remaining Terms. Except as provided in this Amendment all other terms of the Love's/Having Fun BPUD shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Minor Amendment as of the year and day first written above.

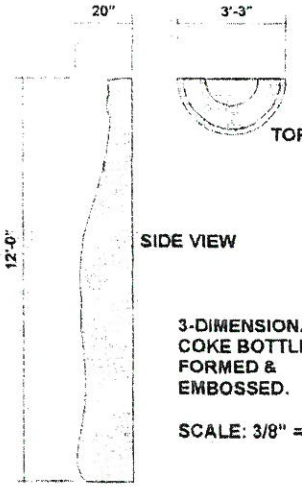
Prepared By: Strasser Development
Return To: Charles Wayne Construction Services
444 Seabreeze Blvd
Suite 100
Daytona Beach FL 32118

Instrument# 2015-191587 # 165
Book: 7174
Page: 304

Instrument# 2007-157573 # 14
Book: 6092
Page: 436
Diane H. Matousek
Volusia County, Clerk of Court

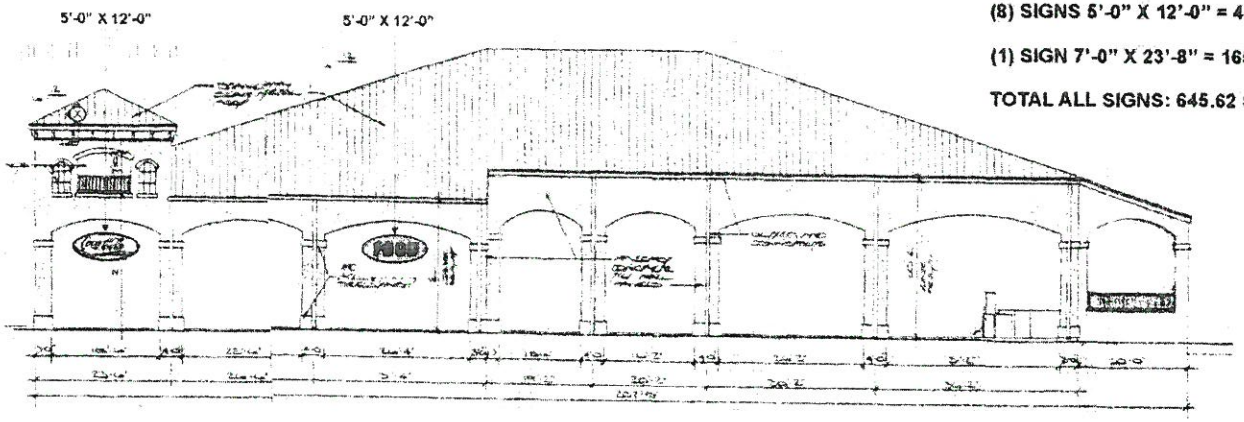


FRONT ELEVATION SCALE: 1/16" = 1'-0"



3-DIMENSIONAL COKE BOTTLE FORMED & EMBOSSED.

SCALE: 3/8" = 1'-0"



RIGHT ELEVATION SCALE: 1/16" = 1'-0

(8) SIGNS 5'-0" X 12'-0" = 480 SQ FT

(1) SIGN 7'-0" X 23'-8" = 165.62 SQ FT

TOTAL ALL SIGNS: 645.62 SQUARE FEET

SINGLE FACE ILLUMINATED BUILDING SIGNS

- CONTRACTOR- KENCO SIGNS
- 2004 FBC
- 130 MPH WIND SPEED (ASCE 7-98)
- CF = 1.2

UNDERWRITERS LABORATORIES LISTED

KENCO CERTIFICATION NO. 6121283

Signs are intended to be installed in accordance with the installation instructions provided with the sign sections and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

DATE: 12/14/06

DESIGNER: RICK Z

CHECKED BY:

REVISIONS / DATE

1)

2)

3)

SHEET 1 OF 1

COCA-COLA PAVILION
DESTINATION DAYTONA
ORMOND BEACH FL
4683 NOTED
RAYMOND WEBB

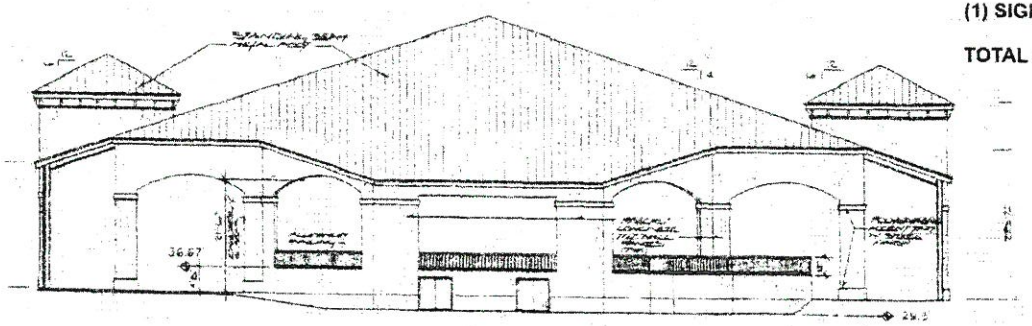
COREL 9

KENCO 2000, INC. SIGN & AWNING

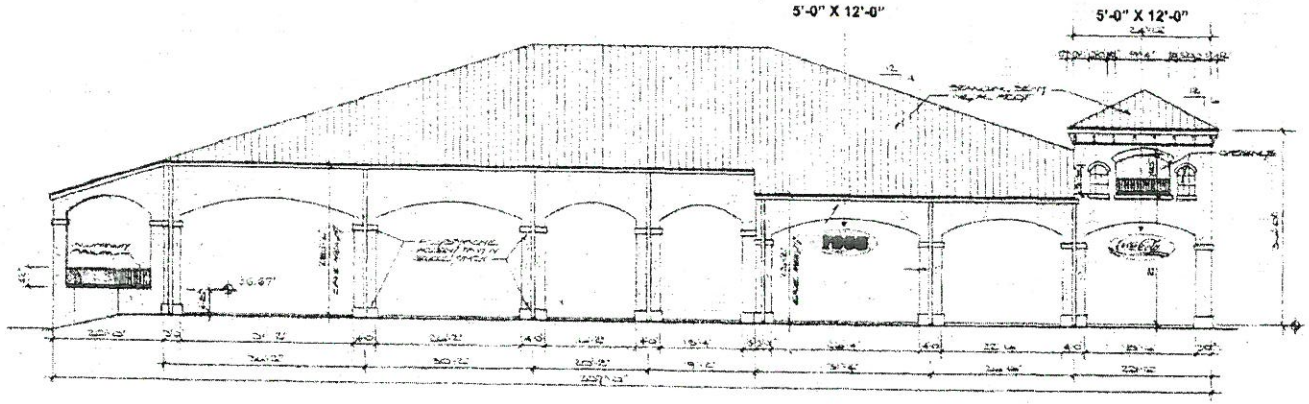
(8) SIGNS 5'-0" X 12'-0" = 480 SQ FT

(1) SIGN 7'-0" X 23'-8" = 165.62 SQ FT

TOTAL ALL SIGNS: 645.62 SQUARE FEET



REAR ELEVATION SCALE: 1/16" = 1'-0"



LEFT ELEVATION SCALE: 1/16" = 1'-0"

SINGLE FACE ILLUMINATED BUILDING SIGNS

- CONTRACTOR- KENCO SIGNS
- 2004 FBC
- 130 MPH WIND SPEED (ASCE 7-98)
- CF = 1.2

UNDERWRITERS LABORATORIES LISTED

KENCO CERTIFICATION NO. E121393

Signs are intended to be installed in accordance with the installation instructions provided with the sign sections and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

DATE: 12/14/06

DESIGNER: RICK Z

CHECKED BY:

REVISIONS / DATE

1)

2)

3)

SHEET 1 OF 1

COCA-COLA PAVILION
DESTINATION DAYTONA
ORMOND BEACH FL
4683 NOTED
RAYMOND WEBB

COREL 9

KENCO 2000, INC.
SIGN & AWNING
1599 GARDEN AVENUE
HOLLY HILL, FLORIDA 32117
PHONE (386) 672-1599

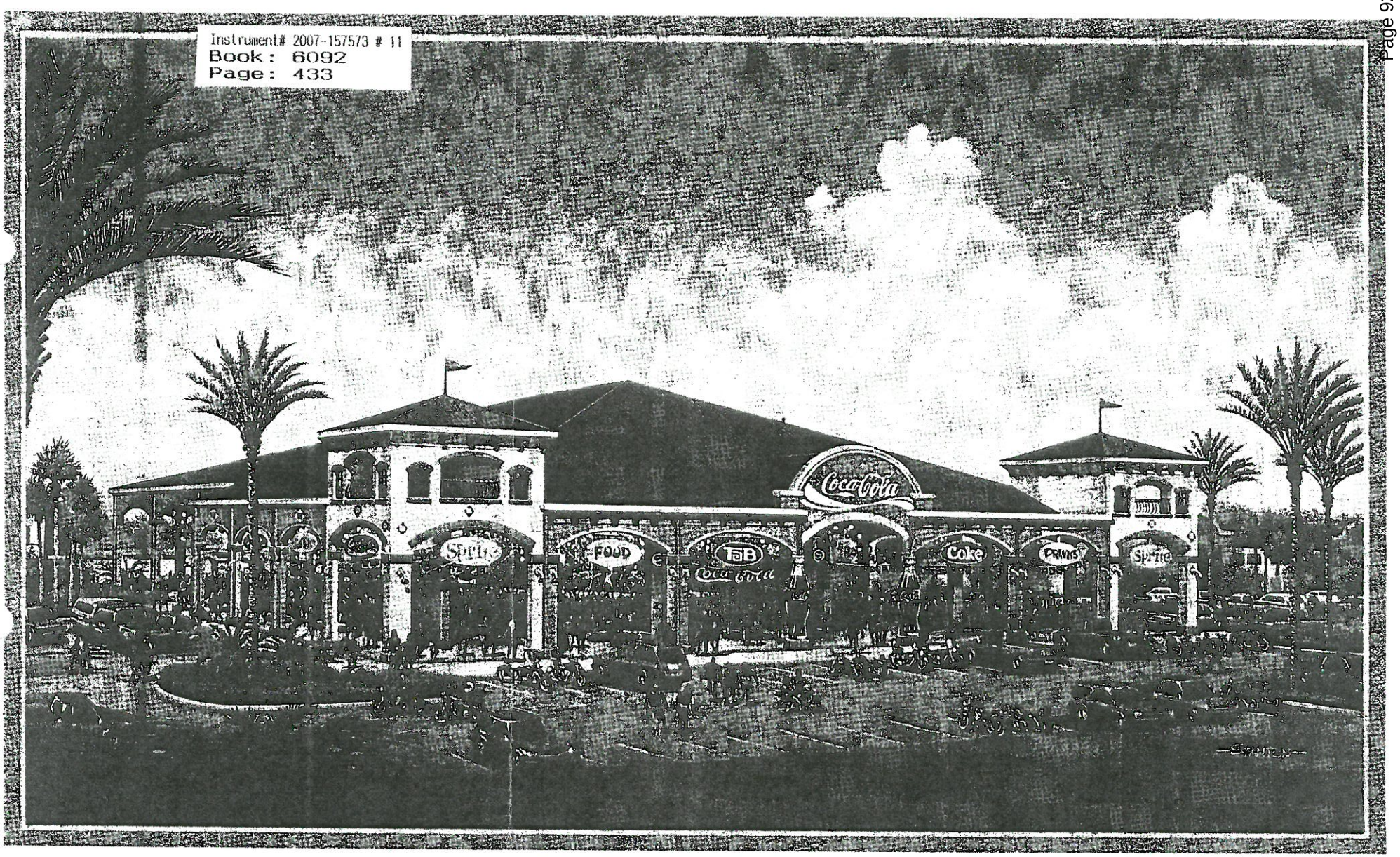
Instrument# 2007-157573 # 12
Book: 6092
Page: 434

EXHIBIT 3
SIGNAGE EXHIBITS
COKE PAVILION

Instrument# 2015-191587 # 167
Book: 7174
Page: 306

Instrument# 2015-191587 # 168
Book: 7174
Page: 307

Instrument# 2007-157573 # 11
Book: 6092
Page: 433



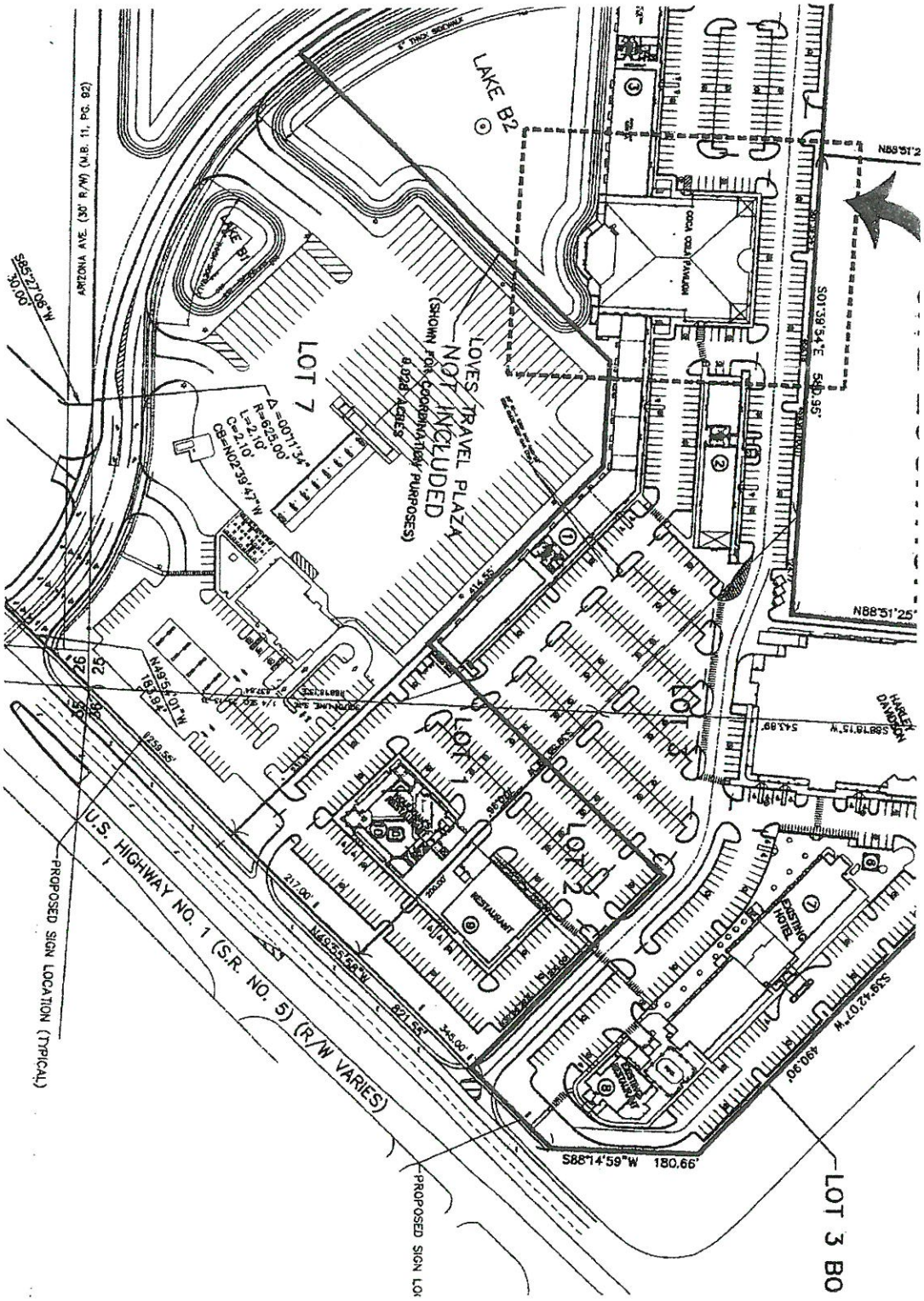
Instrument# 2007-157573 # 10
Book: 6092
Page: 432

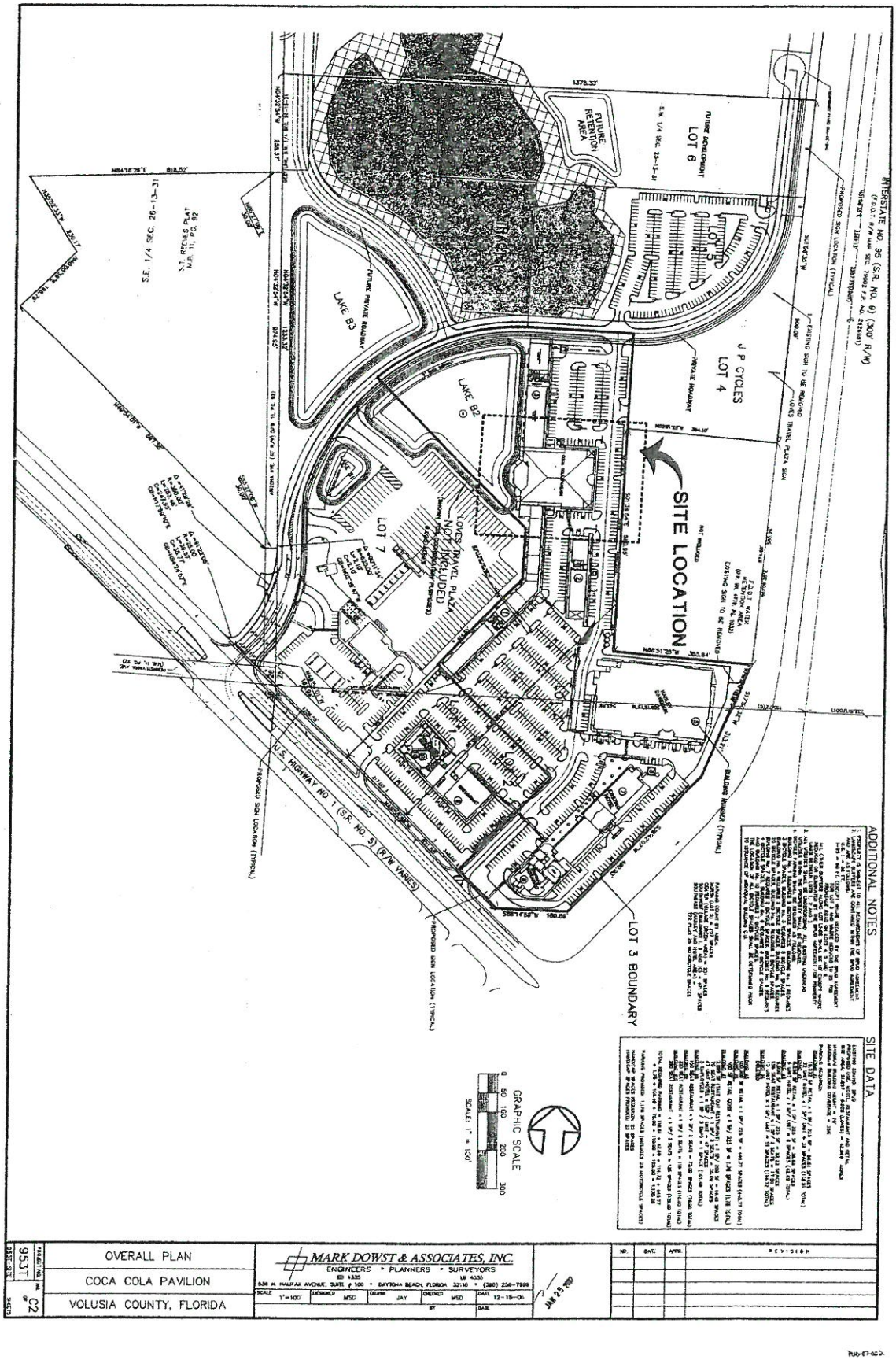
EXHIBIT 2
ARCHITECTURAL ELEVATION
COKE PAVILION

Instrument# 2015-191587 # 169
Book: 7174
Page: 308

Instrument# 2007-157573 # 9
Book: 6092
Page: 431

Instrument# 2015-191587 # 170
Book: 7174
Page: 309




INTERSTATE NO. 95 (S.R. NO. 9) (300' R/W)
PROPOSED SIGN LOCATION (TYPICAL)
EXISTING SIGN TO BE REMOVED
LOVES TRAVEL PLAZA SIGN
FUTURE RETENTION AREA
FUTURE DEVELOPMENT
LOT 6
LOT 5
LOT 4
J P CYCLES
PRIVATE ROADWAY
LAKE B3
LAKE B2
LOT 7
LOVES TRAVEL PLAZA
NOT INCLUDED
SITE LOCATION
FDOT DRAINAGE RETENTION AREA
EXISTING SIGN TO BE REMOVED
S.E. 1/4 SEC. 26-13-31
S.T. REVES PLAT
M.B. 11, PG. 82
BUILDING NUMBER (TYPICAL)
U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W VARIES)
PROPOSED SIGN LOCATION (TYPICAL)
LOT 3 BOUNDARY
ADDITIONAL NOTES
SITE DATA
GRAPHIC SCALE
0 50 100 200 300
SCALE: 1" = 100'
OVERALL PLAN
COCA COLA PAVILION
VOLUSIA COUNTY, FLORIDA
MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
538 W. PALMETTO AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32116 * (386) 258-7998
SCALE 1"=100'
DESIGNED MSD
DRAWN JAY
CHECKED MSD
DATE 12-19-06
BY
DATE
JAN 25 2007
NO. DATE APP. REVISION
PROJECT NO. 953T
SHEET NO. C2

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Instrument# 2015-191587 # 172
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Instrument# 2006-260219 # 8
Book: 5934
Page: 3466

the public view from the street right-of-way, including I-95, shall include brick, finished block, tinted and textured or split-faced concrete masonry blocks, exposed aggregate, stone, architectural concrete and cellulose fiber-reinforced cement building boards. Vinyl siding and wood shall not be permitted, except as an architectural detail or ornamentation. Metal and/or stucco buildings may be permitted provided the facade of metal or stucco buildings that fronts on a street shall not have an exposed metal or stucco surface.

d. Exterior building colors shall be limited to earth tones, pastels, and natural shades of green, brown, beige, sand and gray typical of materials such as wood, stone, brick and concrete. Pastel colors shall mean any color in pale or light tones, generally consisting of ninety percent white and ten percent color tint, as measured by photometric content. Accent colors other than earth tones and natural colors may be used such that they do not exceed 20% of the building area.

4. Fences and Walls. Fences and walls, whether required for project approval or whether incorporated into overall project design shall be designed as an integral part of the principal building and shall meet the following requirements:

a. Fences and walls shall be designed to include the use of similar materials, colors, and finishes as the principal building, except wood.

b. Fences and walls shall be architecturally designed with offsets, raised elements and landscape pockets to avoid an expansive monolithic or monotonous appearance.

c. Landscaped earth berms may be utilized in lieu of a fence or wall where approved during the site plan review and approval process.

5. Perimeter building landscaping. All projects shall incorporate perimeter building landscaping in accordance with the following requirements:

a. Perimeter landscape plant materials shall be located adjacent to any building wall that will be visible from any street.

b. Perimeter landscape plant materials shall consist of a combination of trees, palms, shrubs and ground covers. Landscape plant material type and size shall, at a minimum, be consistent with the requirements Ordinance No. 80-8 as amended. The minimum depth of the landscape areas shall be 5 ft. Trees shall be placed in the perimeter building landscape area at the corners of the building and along the building facade so that there is at least one tree per building side and no more than 50 lineal feet of wall between trees.

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Instrument# 2006-260219 # 9
Book: 5934
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c. Architectural planters may be permitted during the site plan review and approval process in fulfillment of the perimeter landscape requirement. Such architectural planters shall contain a surface area of not less than 10 square feet and shall have a minimum dimension of 15 inches.

6. Screening of mechanical equipment. All mechanical equipment shall be screened in accordance with the following requirements:

a. Mechanical equipment located on the ground, such as air conditioning units, heating units, satellite dishes, irrigation pumps, propane tank displays and refilling areas, utility lift stations and the like shall be screened from view of any street right-of-way. Screening shall, at a minimum, be at the same height as the equipment. Structural screening shall be architecturally integrated into the overall project design and shall be compatible, in terms of style, construction materials, colors, and finish, with the principle building. Landscaping may be substituted for structural screening if plantings are compatible with the landscape plan for the project and are of such size and maturity as to be able to provide a fully opaque screen within 2 years from the time of planting.

b. Equipment and appurtenances mounted on rooftops shall be kept to a minimum. All exposed rooftop mounted equipment and appurtenances shall be screened from view of any street right-of-way, including I-95. All screening shall, at a minimum, be at the same height as the equipment and appurtenances. Screening shall be an integral part of the design of the principal building and shall be architecturally consistent with the style, colors, construction materials and finish of the principle building. Where utilization of approved roof designs preclude full screening of exposed equipment and appurtenances, painting of the exposed equipment and appurtenances to blend with the color of the roof and adjacent materials of the principal building may be approved during the site plan review and approval process.

7. Utilities. Utility construction and placement shall comply with the following requirements:

a. All utility lines, whether new or relocated, shall be installed underground unless otherwise approved during the site plan review and approval process.

b. Utility conduit and utility panels/boxes shall be painted to match the color of the building on which they are placed.

c. Water and sewer lift stations, pump houses and similar features shall be fully screened from view *at* street rights-at-way by structural means or vegetative. Where screening is accomplished by structural means, such

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screening shall be compatible in design and color with the principal building.

8. Accessory uses and structures. Accessory uses and/or structures are only permitted with a principle building and/or use. Accessory uses and/or structures shall be designed and constructed to be compatible with the architectural design of the principle building. Exterior finishes, colors and materials on accessory structures shall be similar to those used on the principle building.

9. Modifications to Appearance Standards. When, in the judgment of the Development Review Committee (DRC), strict application of the appearance standards would result in an inequitable or unreasonable result, stifle innovative or creative design, or create undue hardship when applied to a specific development within the MPUD, the DRC may modify such standards to the extent necessary to achieve equity, reasonableness, relieve the undue hardship, and accomplish the appearance standards provisions of Paragraph G of this Agreement. Provided however, no such modification shall be contrary to requirements of law or the goals, objectives and policies of the Comprehensive Plan; nor shall any such modification as applied to one development, establish precedent with regard to any other development subject to review.

H. **Environmental Considerations**. Wetlands will be preserved in a manner that is consistent with the requirements of the permit issued by the Saint Johns River Water Management District (SJRWMD) and Volusia County's Code of Ordinances, Appendix A, Article XI and will be incorporated, to the maximum extent possible, in the design of the MPUD as buffer and/or preservation areas. Wetland impacts may be allowed with appropriate permitting and mitigation. The upland preservation and wetland areas are intended to be managed as an interconnected system. These areas will remain in their natural state. Prior to site plan review, the site will be surveyed for listed species and other wildlife to ensure that development of the site will not adversely affect listed species/wildlife habitat. A copy of the wildlife listed species report, and if deemed appropriate, listed species management plan shall be submitted to the County at the initiation of site plan review. The handling and storage of hazardous materials by each industrial user shall be in compliance with all applicable Federal, State and County regulations.

I. **Sewage Disposal and Potable Water**. Provision for sewage disposal and potable water will be provided by the City of Ormond Beach, FL.

J. **Stormwater Drainage**. Provision for stormwater retention shall be consistent with the requirements of the permit issued by the Saint Johns River Water Management District and Volusia County's Code of Ordinances, Appendix A, Article VIII.

K. **Access and Transportation System Improvements**. All access and transportation system improvements to ensure safe ingress and egress to the proposed development shall be contingent upon the following conditions:

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1. Access to the property will be via a private roadway known as Destination Daytona Lane running from U.S. Highway 1 through the Love's/Having Fun BPUD to the southern terminus of the Property, as shown on Exhibit "B", attached hereto.

2. Compliance with level of service standards for the private roadway system shall be demonstrated and maintained through site plan approvals.

3. Compliance with concurrency standards shall be demonstrated at the time of site plan application and approvals.

4. Uses proposed for Lots 1, 2 and 3 shall be subject to evaluation of the number of trips available pursuant to the traffic memorandum attached here to as Exhibit C.

5. Application and approvals shall adequately address FDOT operation criteria.

6. A roadway stub out may be provided to the western portion of the Property as shown on the attached Exhibit "B."

L. Shared Parking. Each use on each lot within the MPUD shall individually meet the parking requirements for the use located thereon. The Applicant has elected to create additional, common parking area, subject to private agreements between the parties, which may provide additional parking for the uses located in the adjacent Love's/Having Fun BPUD or be dedicated to providing required parking for a remote use that may be located in or out of the MPUD. As a common facility for the MPUD, the common parking area will be allowed to be built and located as shown on the attached Exhibit "B" (e.g. landscape buffers at lot lines, between Lots 2 and 3, and Lots 3 and 4, will not be required in order to allow maximum utility for the area dedicated to shared parking). However, internal landscaping shall be provided in compliance with applicable County requirements.

M. Internal Roadways. The preliminary plan illustrates the location of all proposed streets or drives within the MPUD. The streets shall be privately owned and maintained.

N. Building or Property Owners Association. The Applicant shall create a property owner's association for maintenance of the common area in the event a common stormwater system or other common areas is created. Upon creation of the association, the articles of incorporation and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the County of Volusia at the time of creation. The Applicant shall be responsible for recording said Information in the Public Records of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the Applicant and the owners or occupiers of property within the MPUD, the County of Volusia shall only enforce the provisions of the "Development Agreement" and Volusia County Zoning Ordinance No. 80-8, as amended,

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Book: 5934
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whichever is applicable, and not the private agreements entered into between the aforementioned parties.

O. **Binding Effect of Plans: Recording: and Effective Date**. The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The MPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the MPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

P. **Conceptual Approval**. The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30-day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

Q. **Expiration of Agreement**. Within five (5) years from the effective date of this Amended Order and Resolution, the Applicant shall submit a Subdivision and/or Final Site Plan as described in Section A, subsections (3) and (4) of this Development Agreement, covering at a minimum, the first phase of the MPUD. In the event that the Subdivision or Final Site Plan is not submitted on or before the above referenced date, this Agreement shall expire. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A(2) of this Agreement.

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Book: 5934
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Attest:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of August 2006, by James T. Dinneen and Frank T, Bruno, Jr., as County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

Notary Public, State of Florida

Printed Name
My Commission Expires:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Commission Expires Feb 9, 2010
Commission # DD 516910
Bonded By National Notary Assn.

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Instrument# 2015-191587 # 178
Book: 7174
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Instrument# 2006-260219 # 14
Book: 5934
Page: 3472

Strasser Development Parcel D, LLC,
a Florida Limited Liability Company

By: Charles L. Strasser

Its: Managing member

The Daytona RV Center, LLC,
a Florida Limited Liability Company

By: signed separately

Its: _____

Florida Motorcycle School, LLC
a Florida Limited Liability Company

By: signed separately

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of October 2006, by Charles L. Strasser as Managing Member of Strasser Development Parcel D, LLC and who is personally known to me or produced _____ as identification.

Mary Diane Dowdee
Notary Public, State of Florida

Mary Diane Dowdee
Printed Name
My Commission Expires:

Mary Diane Dowdee
Commission # DD310148
Expires June 25, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

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Instrument# 2015-191587 # 179
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Instrument# 2006-260219 # 15
Book: 5934
Page: 3473

Strasser Development Parcel D, LLC,
a Florida Limited Liability Company

By: signed separately

Its: _____

The Daytona RV Center, LLC,
a Florida Limited Liability Company

By: Sonya Buerger

Its: _____

Florida Motorcycle School, LLC
a Florida Limited Liability Company

By: signed separately

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of Sept 2006, by Katelyn Edwards as Sonya Buerge of The Daytona RV Center, LLC and who is personally known to me or produced Driver's License as identification.

Katelyn M Edwards
Notary Public, State of Florida

Katelyn M Edwards
Printed Name

My Commission Expires: My Commission Expires May 18, 2010

KATELYN M. EDWARDS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

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Instrument# 2015-191587 # 180
Book: 7174
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Instrument# 2006-260219 # 16
Book: 5934
Page: 3474

Strasser Development Parcel D, LLC,
a Florida Limited Liability Company

By: signed separately

Its: _____

The Daytona RV Center, LLC,
a Florida Limited Liability Company

By: signed separately

Its: _____

Florida Motorcycle School, LLC
a Florida Limited Liability Company

By: _____

Its: MANAGER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Septembes 2006, by A. Brant Bryan as Manager of Florida Motorcycle School, LLC and who is personally known to me or produced personally known as identification.

Julie Wakefield
Notary Public, State of Florida Texas

Julie Wakefield
Printed Name
My Commission Expires: July 2, 2007

JULIE WAKEFIELD
Notary Public, State of Texas
My Commission Expires
JULY 2, 2007

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Book: 7174
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Instrument# 2006-260219 # 17
Book: 5934
Page: 3475

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION - MPUD PARCEL

A PORTION OF SECTIONS 25 AND 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 2633.30 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 52 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1774.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (S.R. NO. 9); THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 20 DEGREES 45 MINUTES 33 SECONDS EAST, A DISTANCE OF 1905.86 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTH 20 DEGREES 45 MINUTES 33 SECONDS EAST, A DISTANCE OF 1722.60 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3669.83 FEET, A CENTRAL ANGLE OF 15 DEGREES 42 MINUTES 47 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 54 MINUTES 10 SECONDS EAST, 1003.28 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1006.44 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3669.83 FEET, A CENTRAL ANGLE OF 06 DEGREES 11 MINUTES 21 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREES 57 MINUTES 06 SECONDS EAST, 396.22 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 396.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01 DEGREES 08 MINUTES 35 SECONDS WEST, A DISTANCE OF 699.69 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, RUN SOUTH 88 DEGREES 18 MINUTES 15 SECONDS WEST, A DISTANCE OF 1378.33 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 18.95 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 22 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 194.33 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 548.48 FEET; THENCE NORTH 45 DEGREES 28 MINUTES 04 SECONDS WEST, A DISTANCE OF 181.35 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 04 DEGREES 32 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 227.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 112.762 ACRES, MORE OR LESS.

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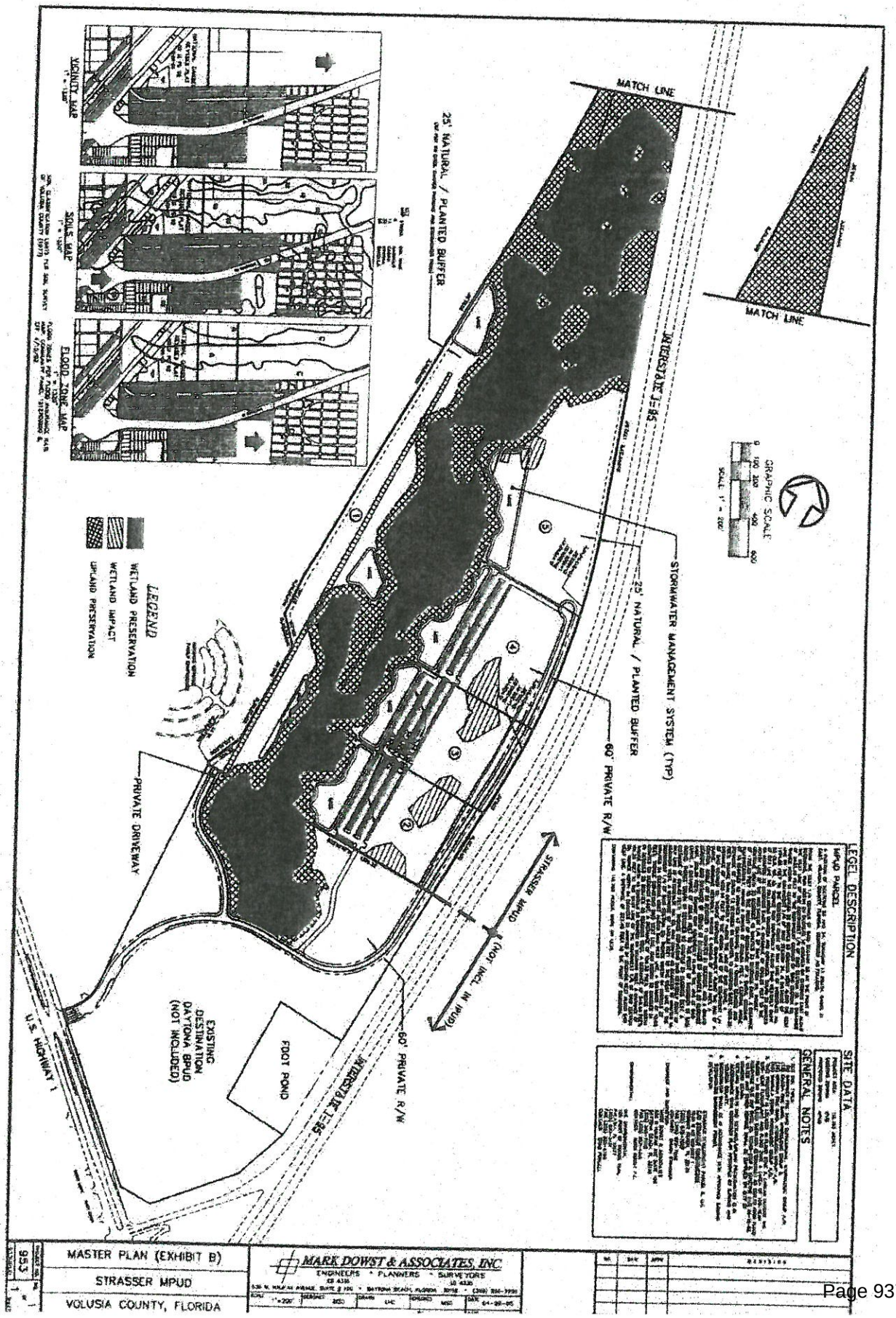

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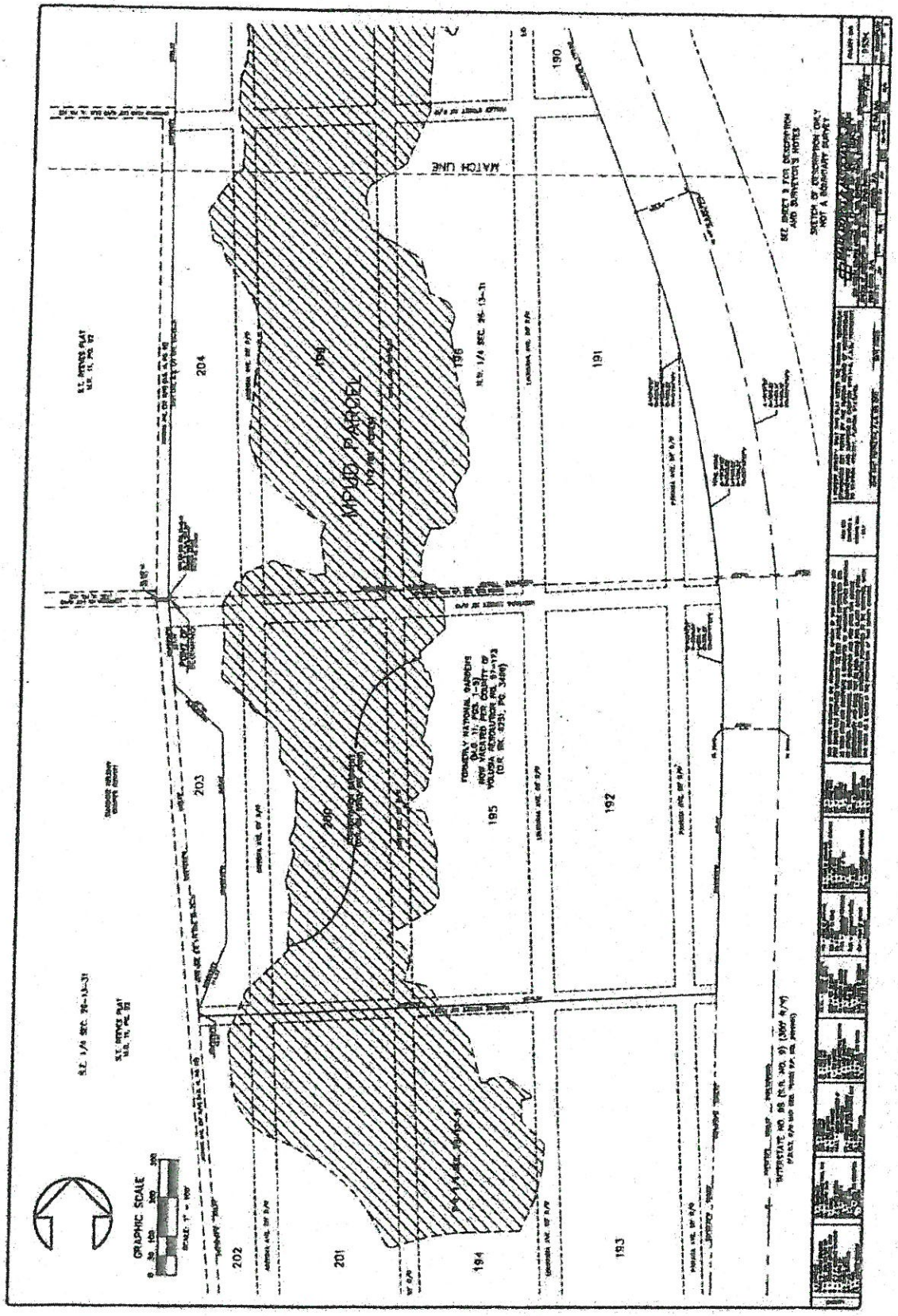

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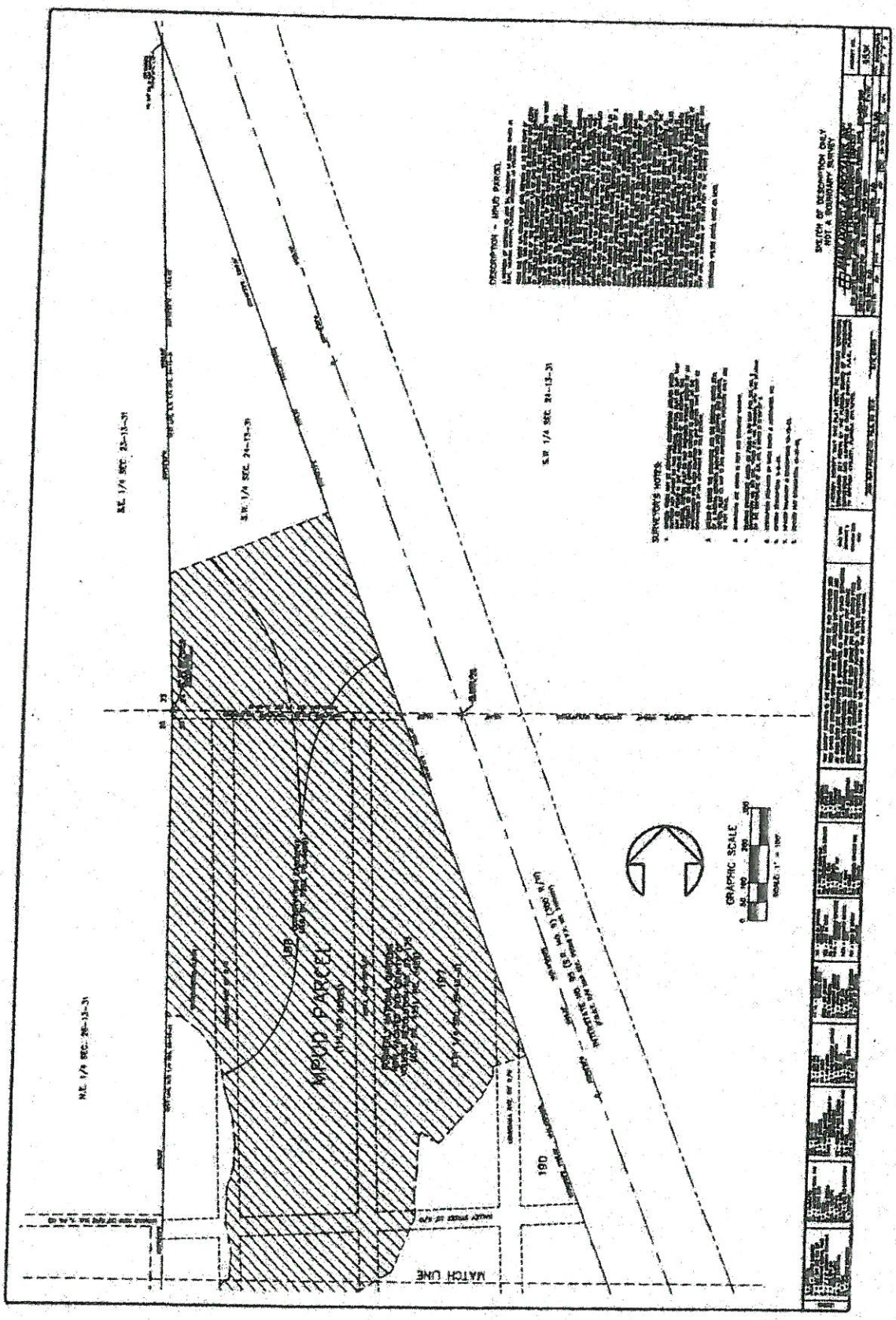

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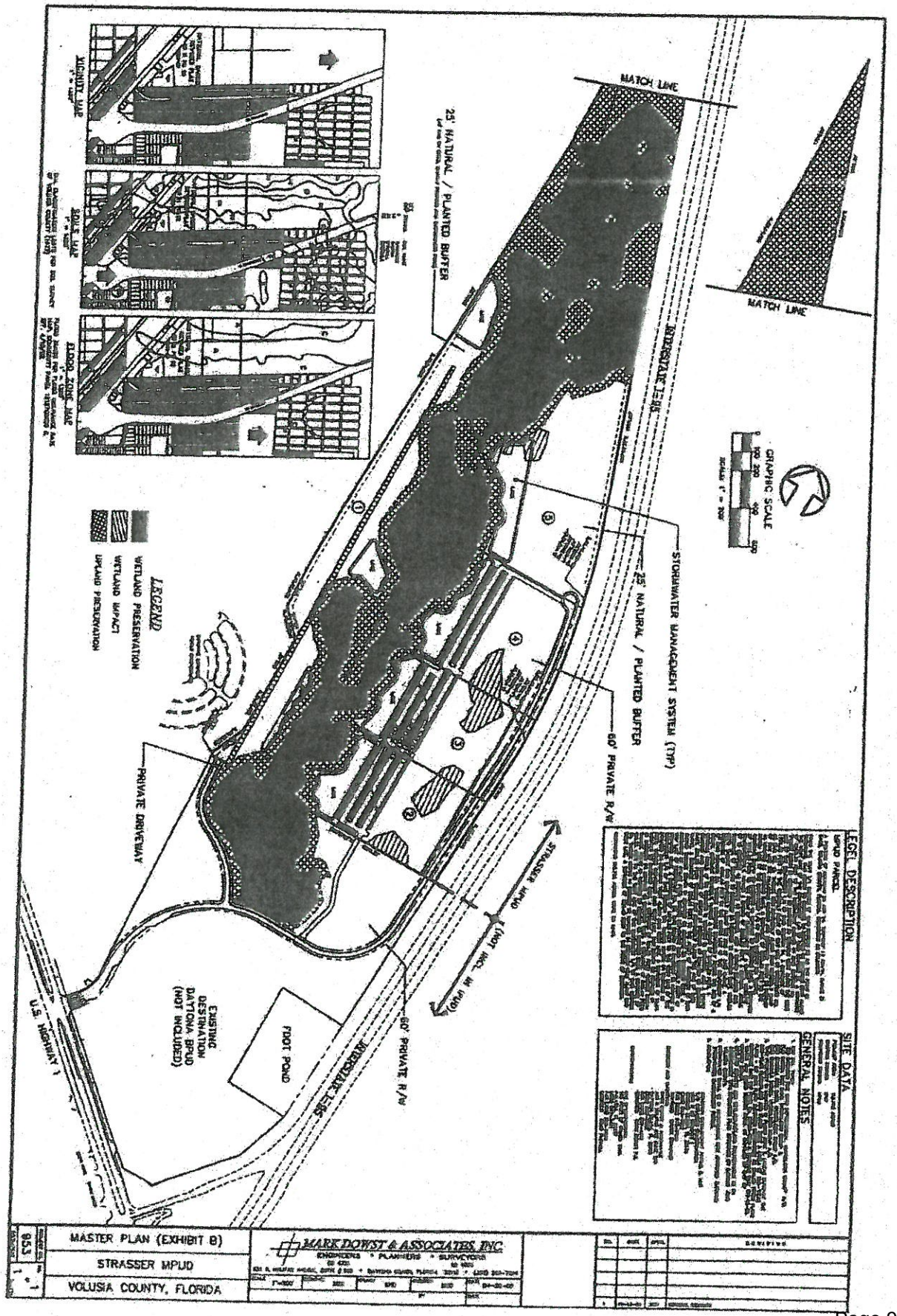

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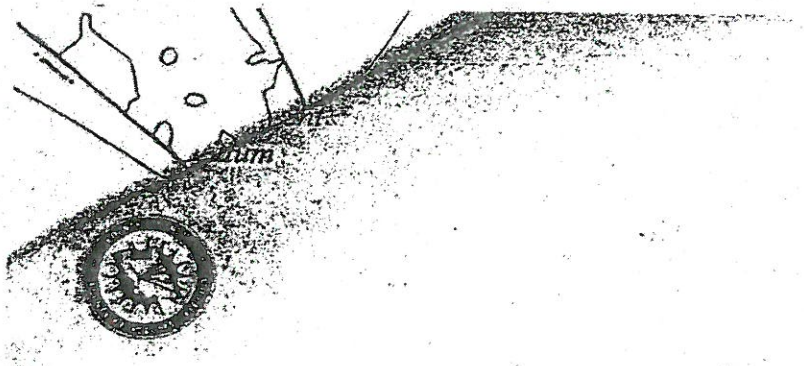

TO: Scott Ashley
Current Planning Manager
Building & Zoning

DATE: February 27, 2003

FROM: Jon E. Cheney
Traffic Engineer

FILE: pud-02-137.doc

SUBJECT: JK Industrial Park Rezoning Case #PUD-02-137

LOCATION: On the north side of US-1/SR-5 adjacent of I-95/SR-9

The proposed rezoning is for 122.12 acres with an existing zoning of Rural Residential (RR) to a proposed zoning of Industrial Planned Unit Development (IPUD). The existing RR zoning could produce 122 single-family residential dwelling units based upon a maximum density of one single-family residential dwelling unit per acre. The proposed IPUD zoning would produce 122.12 acres of industrial park based upon the proposed site plan.

Development from the proposed use could generate approximately 6,539 trip ends per weekday more than the existing zoning. The existing RR zoning could generate approximately 1,168 trip ends per weekday based on a trip generation rate of 9.57 trip ends per single-family residential dwelling unit. The proposed IPUD zoning could generate approximately 7,707 trip ends per weekday based on a trip generation rate of 63.11 trip ends per acre of industrial park.

The 2001 Average Daily Traffic (ADT), on US-1, 0.019 miles south of the Flagler County line was 10,300. This equates to a Level of Service (LOS), "A" for a four-lane principle arterial. This type of facility can serve 60,100 trip ends per day at a LOS "D". The 2001 ADT on I-95, between US-1 and Flagler County was 45,500. This equates to a LOS "D" for a four-lane restricted access principle arterial. This type of facility can serve 49,200 trip ends per day at a LOS "C". Our records indicate that this facility is currently backlogged and is scheduled to be increased to six lanes in Fiscal Year 2004/2005. Given the scheduled improvements for I-95, addition of the proposed 7,707 trips will not cause LOS problems for the thoroughfares in the vicinity of this development.

An evaluation of the revised traffic impact analysis provided by the developer indicates that there are several items of concern. However, on February 26, 2003, the developer Mr. Jack Knap, agreed to address all of our concerns after approval of the rezoning request for this project. Specifically, the developer has agreed to have his traffic engineer monitor the southbound left turn lanes on US-1 for the entering southbound ramp on I-95 in order for this office to determine if dual left turn lanes are needed and determine before Phase 2 of this development if more than 15% of the development traffic will be heavy vehicles (trucks) through monitoring of the project entrance. The developer is aware that these items may require additional offsite improvements. Therefore, this office does not oppose approval of the rezoning request. Additional comments may be provided at the Overall Development Plan and/or Final Site Plan stage of this development.

JEC/acc

C: Jay D. Preston, County Development Engineer
Mr. Jack Knap, Trustee, Knapp Family Revocable Trust, 1995 Northeast 118th Road, North Miami, Florida 33181
Richard Wiskeman, FDOT Permits Engineer, 1650, North Kepler Road, DeLand, FL 32720

Exhibit "C"

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The gross residential density after the effective date of the Comprehensive Plan shall not exceed 1 dwelling unit per acre, however, net density may be greater than 1 dwelling unit per acre.

Non-residential development shall be designed to protect the environmental resources included inside the NRMA. In addition to the minimum standards above, non-residential development proposals shall be reviewed using the following criteria:

1. reduced lot coverage for buildings or impervious surfaces if needed to protect any environmental resources.

2. increased landscaped buffers that would be added to the protection of any environmental resources on site (i.e., 10% of required buffer);

3. reduced parking areas (if documented through the development review analysis);

4. limitations on the type of industrial uses to insure neighborhood compatibility, and

5. commercial would primarily be office, neighborhood convenience or an ancillary use. More intensive commercial uses may be appropriate if not adjacent to existing residential uses.

All requests for more intensive commercial uses (retail) on parcels greater than 8 acres shall be submitted as a Planned Unit Development (PUD). The PUD shall be submitted to the VGMC for review to determine if a Comprehensive Plan amendment is required or the project can proceed through the County's Zoning review process.

If a development or subdivision located inside a Low Impact Urban designation has been determined to be vested, then that development or subdivision shall be considered consistent with the Comprehensive Plan.

This subcategory will be defined as an urban classification and all development which occurs in this classification shall meet all appropriate urban policies.

3. Agricultural Resource (AR) - Areas representing land that is suited for intensive cultivation, ranching, aquaculture, and timber farming. The criteria used to identify these areas include the soil quality, existing or potential value of production, existing agricultural uses, parcel size, ownership patterns, and investment in farming. In order to protect the agricultural industry, it is important that uses incompatible with agriculture, and uses and facilities that support or encourage urban development are not allowed. The residential density after the effective date of the Comprehensive Plan shall not exceed 1 dwelling unit per 10 acres.

4. Rural (R) - Areas which are a mixture of agriculture and low density residential development. The density shall be determined as follows. Vacant parcels or tracts of land in the vicinity to existing subdivisions (exempt or approved under Volusia County Ordinance 72-2 or 83-3, as amended, at the time of the effective date of this Comprehensive Plan) with lot sizes from 1 unit per acre to 1 unit per 5 acres or is immediately adjacent to an urban category to allow for a transition between the

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Elevation - Option A

CORINTHIAN COLLEGES-AMI TRAINING/EDUCATION FACILITY

Daytona Beach, Florida

June 3, 2006

Hunton Brady

EXHIBIT D

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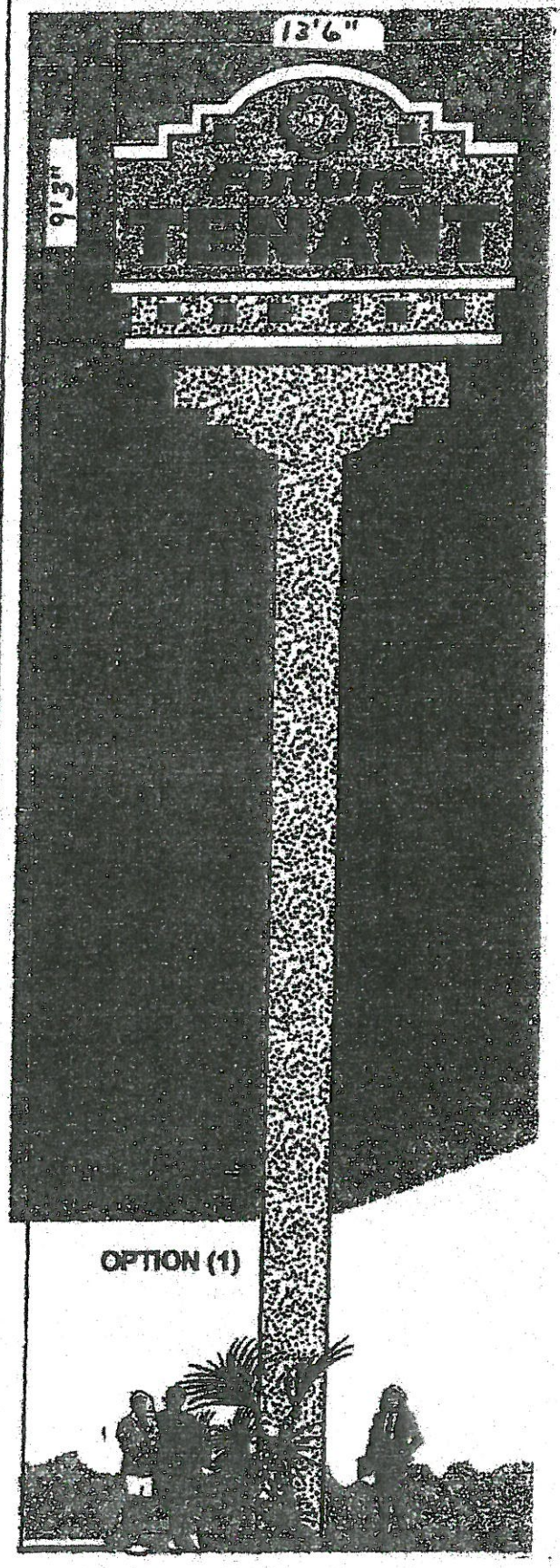
EXHIBIT "E"
INTERSTATE INTERCHANGE SIGN



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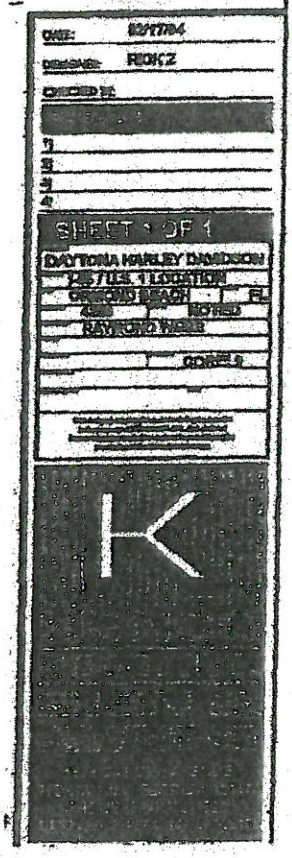

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Diane M. Matousek
Volusia County, Clerk of Court

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EXHIBIT "H"

LEGAL DESCRIPTION

1851 N US HIGHWAY NO.1

FROM A POINT OF COMMENCEMENT SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA, RUN N00°18'06"E ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 261.39 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S89°28'15"W A DISTANCE OF 500.00 FEET; THENCE N00°18'06"E A DISTANCE OF 340.00 FEET; THENCE S89°43'35"W A DISTANCE OF 170.00 FEET; THENCE N33°04'55"W A DISTANCE OF 418.02 FEET; THENCE N00°18'06"E A DISTANCE OF 335.00 FEET; THENCE N89°43'35"E A DISTANCE OF 385.00 FEET; THENCE N00°18'06"E A DISTANCE OF 837.77 FEET; THENCE N89°43'35"E A DISTANCE OF 385.00 FEET; THENCE N00°18'06"E A DISTANCE OF 837.77 FEET; THENCE S89°43'35"W A DISTANCE OF 150.00 FEET; THENCE N00°18'06"E A DISTANCE OF 510.00 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE N89°43'35"E ALONG SAID NORTH LINE A DISTANCE OF 665.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S00°18'06"W ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 2371.91 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 1,517,274 SQ. FT. OR 35 ACRES MORE OR LESS

SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1851 N US1
	SHEET: 1 OF 2	DRAWN BY: CO

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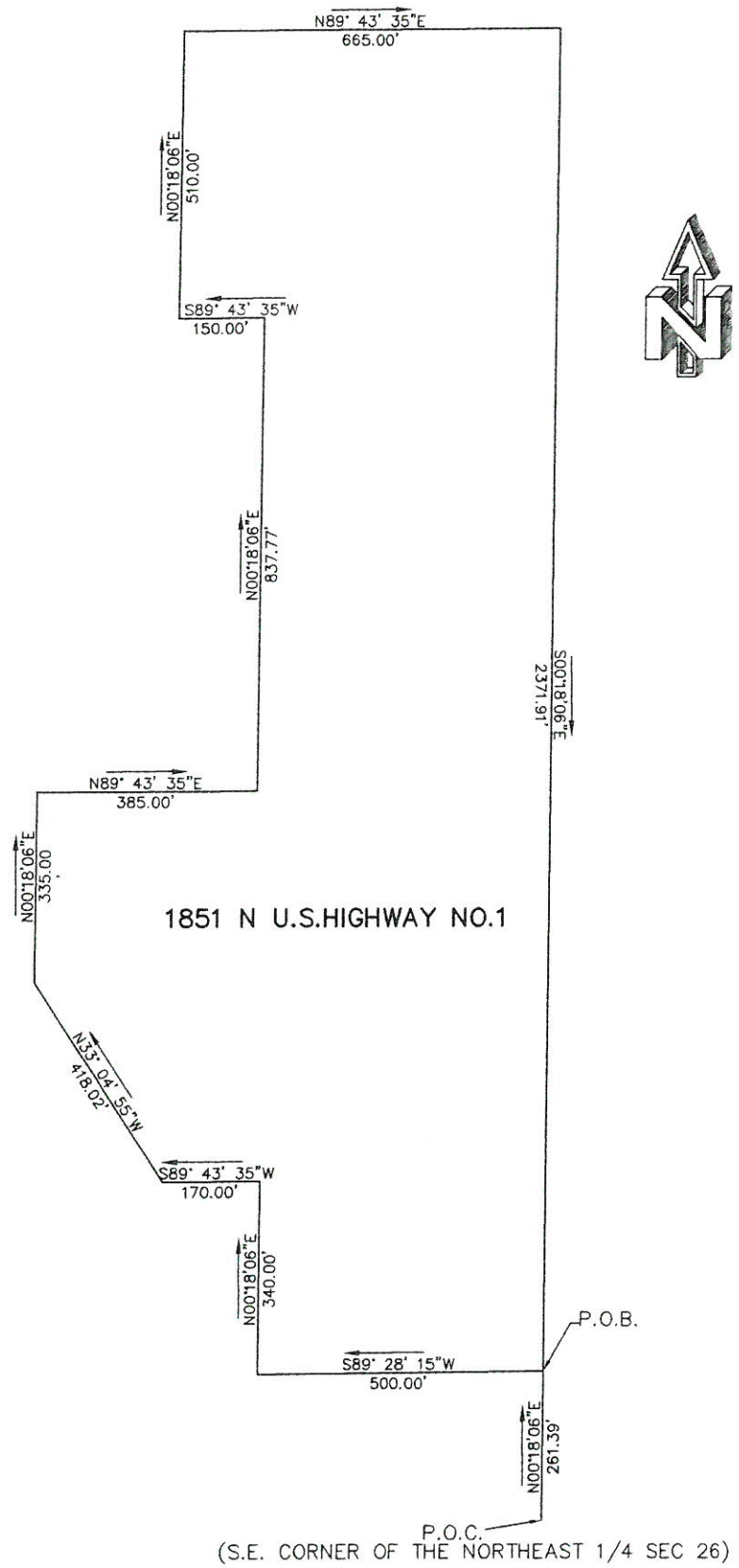
Exhibit H - 1851 N. US Highway 1

SKETCH OF DESCRIPTION



SHEET 2 SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 1/30/15 | PROJECT NO.:
	SCALE: N.T.S. | FILE NAME: 1851 N US1
	SHEET: 2 OF 2 | DRAWN BY: CO

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EXHIBIT "I"
(CONTAINING 15 PAGES)

IN THE COUNTY COUNCIL OF THE

COUNTY OF VOLUSIA, FLORIDA

IN RE: PUD-07-021, application of

WSF, LLC

RESOLUTION # 2007-96

ORDER AND RESOLUTION GRANTING A REQUEST FOR CHANGE OF ZONING

FROM A-2 (Rural Agricultural Classification)

TO WSF BPUD (Business Planned Unit Development)

The application, of WSF, LLC, a Florida Limited Liability Company, hereinafter "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on May 24, 2007. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth & Resource Management Department, Legal Services, and other service groups and agencies of Volusia County and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on April 10, 2007, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

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GENERAL FINDINGS

A. That the application of WSF, LLC, (Applicant), was duly and properly filed herein on January 26, 2007 as required by law.

B. That all fees and costs, which are by law, regulation or Ordinance required to be borne and paid by the Applicant have been paid.

C. That the Applicant is the owner of a 34.83 acre parcel of land which is situated in Volusia County. This parcel of land is described more particularly in the legal description, which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from A-2 (Rural Agricultural Classification) to BPUD (Business Planned Unit Development).

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B. That the said rezoning to a BPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8 and it does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY ADMINISTRATION CENTER, COUNTY COUNCIL MEETING ROOM, DELAND, FLORIDA, THIS 24TH DAY OF MAY, A.D., 2007, AS FOLLOWS:

A. That the Application of WSF, LLC a Florida Limited Liability Company, for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from A-2 to BPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel WSF BPUD.

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D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Business Planned Unit Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, or other local ordinances and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the BPUD in the same manner as the A-2 (Rural Agricultural Classification) zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended and other ordinances as noted herein. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement, except as noted herein, is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

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DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a BPUD substantially in accordance with the Master Development Plan for the property. The Master Development Plan shall govern the development of the property as a BPUD and shall regulate the present and future land use of the property.

1. Master Development Plan. The Master Development Plan shall consist of the Master Plan prepared by Mark S. Dowst, P.E., dated April 5, 2007, which is attached hereto and this Development Agreement with exhibits. The Master Development Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B" which is attached hereto. The Master Development Plan shall be filed and retained for public inspection in the Growth & Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the

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manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. Unified Ownership. The Applicant or their successors shall maintain unified ownership of the subject parcel until after the approval and recording of a plat based on the Master Plan.

C. Phases of Development. The infrastructure shall be developed in either a single phase or in phases consistent with the Master Development Plan and/or Final site Plan.

D. Land Uses Within the BPUD. The following uses shall be permitted within the BPUD:

Communication Towers,

Off-site Parking[1],

Essential utility services,

Exempt excavations (refer to Section 817.00(o) Ordinance 80-8, as amended),

Exempt landfills (refer to Section 817.00(p) Ordinance 80-8, as amended), In no event shall there be disposal or burial of debris within the boundaries of the BPUD.

[1] Off-site shared or exclusive parking pursuant to Use or Easement Agreement written between property owners within the Strasser MPUD or the Love's/Having Fun BPUD should be a permitted use on the WSF BPUD.

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E. Development Standards/Parking Area.

1. Minimum Development Area	12 acres (excluding wetlands)
2. Minimum Buffer Yards:	
a. Front yard (east):	10 ft.
b. Rear yard (west):	10 ft.
c. Side yard (north):	30 ft.
d. Side yard (south):	30 ft.
3. Maximum impervious lot coverage:	40% net (11.87 acres after wetland acres are subtracted)

4. Development Standards for Existing Communication Tower: Comply with Special Exception approval S-98-051.

F. Landscape buffer requirements. Landscape buffers shall be as depicted on the Master Plan and as described in the Development Standards above. In the event of a conflict between any applicable ordinances adopted by Volusia County, the Master Development Plan shall control. Interior landscaped areas shall be required for only the paved off-street parking areas per Section 808.03 of the Zoning Ordinance 80-8, as amended.

G. Off-street parking requirements: The applicable requirements of Section 810.00 of the Zoning Ordinance shall be met.

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H. Signage requirements. Signage shall be permitted in accordance with the provisions of the Volusia County Zoning Ordinance No. 80-8, as amended.

I. Environmental Considerations. Wetlands will be preserved in a manner that is consistent with the requirements of the Saint Johns River Water Management District (SJRWMD) and Volusia County's Code of Ordinances, Appendix A, Article XI and will be incorporated, in the design of the BPUD as wetland buffer and/or conservation easement areas. Wetland impacts may be allowed with appropriate permitting and mitigation. The upland preservation and wetland areas are intended to be managed as an interconnected system. These areas will remain in their natural state.

J. Stormwater Drainage. Provision for stormwater retention shall be consistent with the requirements of the Saint Johns River Water Management District and Volusia County's code of Ordinances, Appendix A, Article VIII.

K. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the Land Development Code, as amended. The parcel shall be developed in substantial accordance with the access provisions noted on the Master Development Plan.

All access and transportation system improvements to ensure safe ingress and egress to the proposed development shall be contingent upon the following conditions:

1. Access to the property will be primarily via a private roadway running from U.S. Highway 1 through the Love's/having Fun BPUD and the Strasser MPUD to the east property line of the Property, as shown on

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Exhibit "B", attached hereto. However, the existing access to the existing communication tower shall be permitted to remain in its current location.

L. Shared Parking. The proposed additional common parking areas, may serve as additional overflow parking for uses located in the Strasser MPUD or Love's/Having Fun BPUD.

M. Reverter Provision. Within five (5) years from the effective date of this Order and Resolution, the Applicant shall have submitted a Final Site Plan as described in Section A, 3. of this "Development Agreement". In the event that the Final Site Plan is not submitted on or before the date indicated, this agreement shall expire and the parcel shall revert to the prior zoning classification(s), unless the Zoning Enforcement Official, for good cause shown, shall approve a minor amendment to extend the time period indicated in this paragraph. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A. 2 of this Agreement.

N. Binding Effect of Plans; Recording; and Effective Date. The Master Development Plan, including any and all supplementary orders and resolutions, and the Master Development Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The BPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in

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a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department. The date of receipt of this document by the Growth & Resource Management Department shall constitute the effective date of the BPUD or its subsequent amendments. The Applicant shall pay all filing costs for recording documents.

O. Conceptual Approval: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location of structures, actual location of parking spaces, and locations and design of stormwater storage, landscape buffers and upland buffers shall comply with the Volusia County Land Development Code Ordinance No. 88-3, as amended and the Master Development Plan. Upon determination of the Zoning Enforcement Official, that a revision such as the ones contemplated above are proposed by the applicant, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Master Plan, which reflects any changes with the Clerk of the Court immediately following the expiration of the 30 day period for appealing

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Development Review Committee (DRC) decisions to the County Council. A copy of the Revised Master Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth & Resource Management Department.

DONE and ORDERED by the County Council of Volusia County, Florida, this 24TH day of MAY, 2007.

ATTEST:

James T. Dinneen
County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of June, 2007 (mo/yr), by James T. Dinneen and Frank T. Bruno, Jr, as County Manager and Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Commission Expires Feb 9, 2010
Commission # DD 516618
Bonded By National Notary Assn.

Commission & Expiration Date
No.:

Instrument# 2015-191587 # 204
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WITNESSES:

Signature

WSF, LLC

Charles L. Strasser, Mgr
WSF, LLC, Owner

The foregoing instrument was acknowledged before me this 2nd day of July, 2007, by Charles L. Strasser, Mgr of WSF, LLC, who is personally known to me or whose identity I proved on the basis of _____.

Notary Public State of Florida
Marcia Polenz
My Commission DD365428
Expires 10/24/2008

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Marcia Polenz
Commission No.: DD 365428
My Commission Expires: 10/24/2008

Notary Public State of Florida
Marcia Polenz
My Commission DD365428
Expires 10/24/2008

Instrument# 2015-191587 # 205
Book: 7174
Page: 344

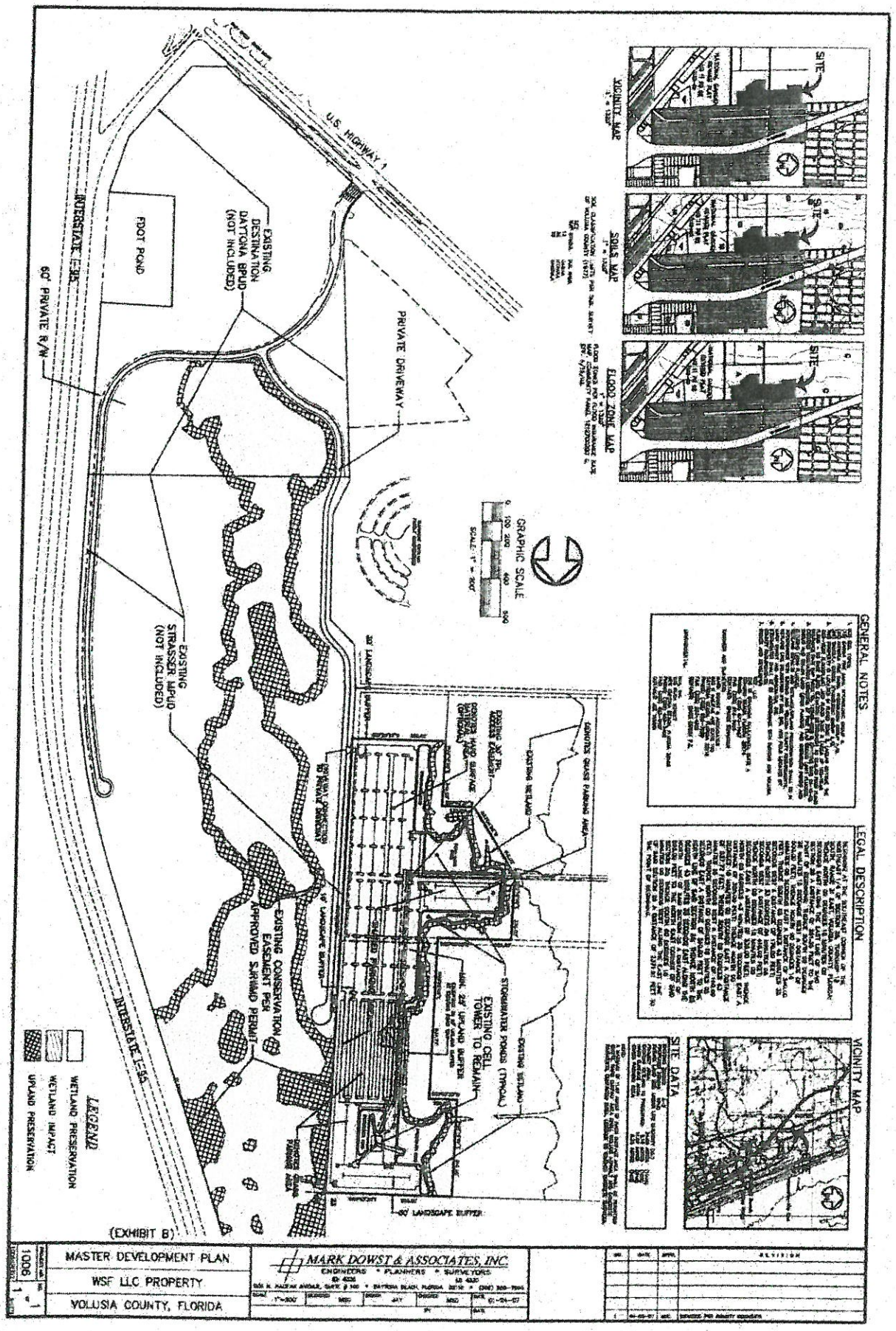
EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 261.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 340.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 170.00 FEET; THENCE NORTH 33 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 418.02 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 335.00 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 35 SECONDS EAST A DISTANCE OF 385.00 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 837.77 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST A DISTANCE OF 510.00 FEET TO THE NORTH LINE OF SAID SECTION 26; THENCE NORTH 89 DEGREES 43 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 665.00 FEET TO THE NORTH EAST CORNER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 18 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 2371.91 FEET TO THE POINT OF BEGINNING.

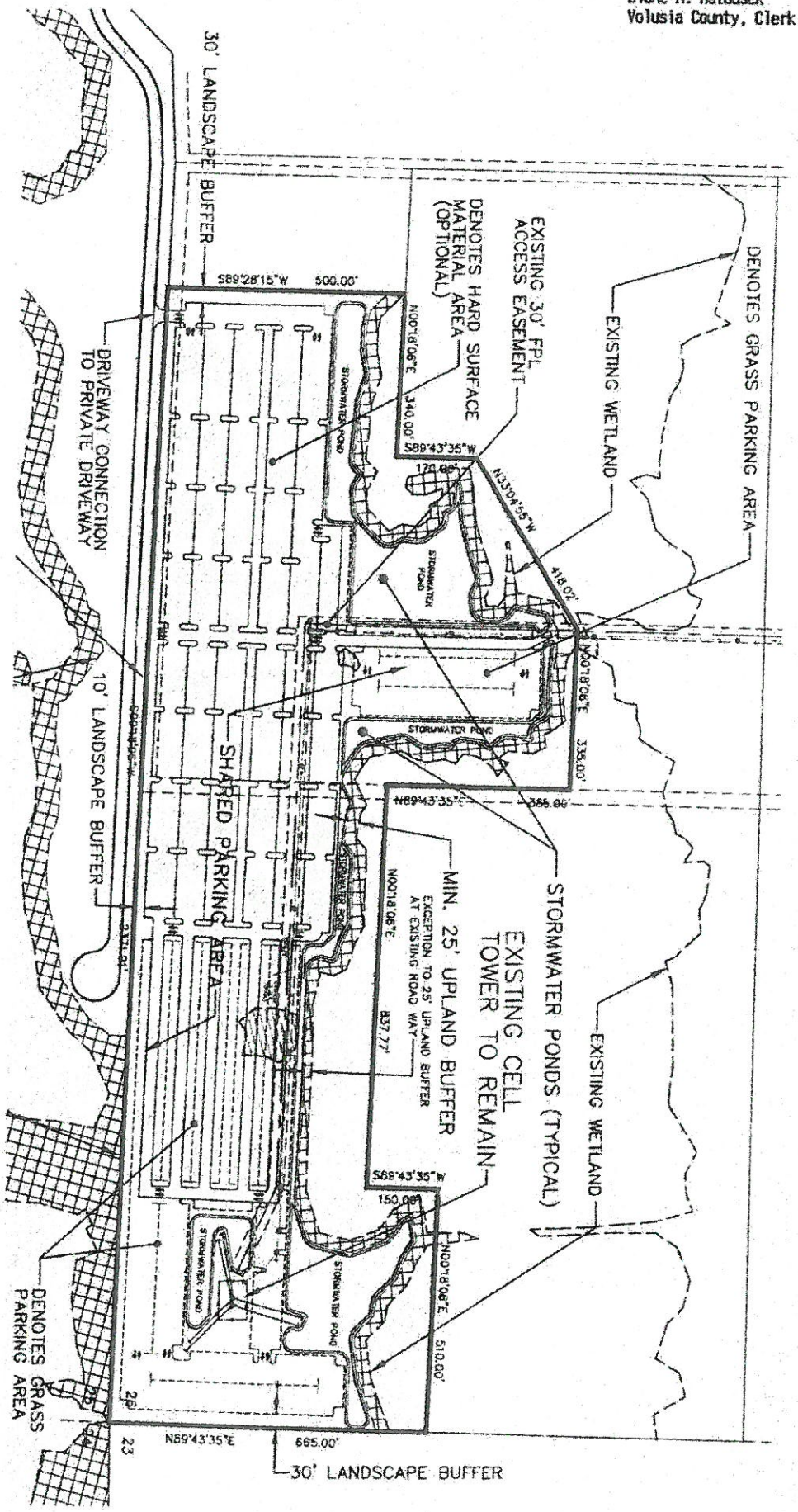
Instrument# 2015-191587 # 206
Book: 7174
Page: 345

Instrument# 2007-155763 # 14
Book: 6091
Page: 3306



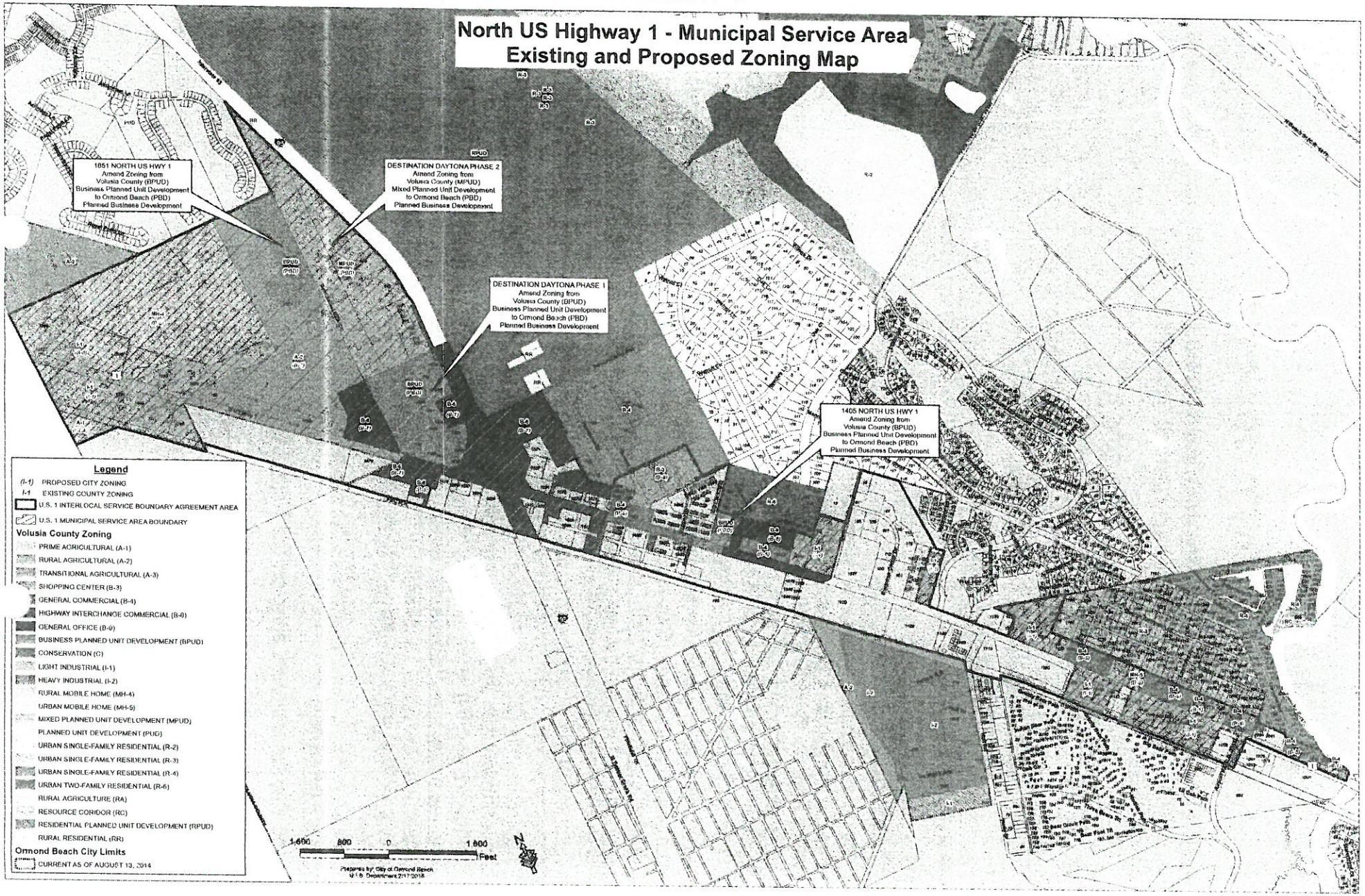
Instrument# 2007-156763 # 15
Book: 6091
Page: 3307
Diane M. Matousek
Volusia County, Clerk of Court

Instrument# 2015-191587 # 207
Book: 7174
Page: 346



Instrument# 2015-191587 # 208
Book: 7174
Page: 347

EXHIBIT J



Instrument# 2015-191587 # 209
Book: 7174
Page: 348
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, J. Scott McKee, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2015-14 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 8th day of October 2015.

SEAL

J. Scott McKee
City Clerk
CITY OF ORMOND BEACH, FLORIDA

Planning Board minutes from

October 29, 2024

ITEM:

PZ-2024-093

Love's Having Fun (Destination Daytona) Planned Business Development Amendment

Recommended for Approval (7-0)

Board Recommendation

Chairman Thomas entertained a motion and called the vote.

Ms. Shull motioned to approve PZ-2024-000089 – Ormond Crossings, Planned Mixed Use Development (PMUD) Amendment. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2024-000093 – Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment

Mr. Steven Spraker, Planning Director, stated that this is a request from Mr. Dean G. Pepe, General Counsel of MOI Daytona Hotel Property, LLC, for the first amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area, west of Interstate 95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.

Mr. Spraker delivered background on the project and stated that it was originally approved in 2004 in Volusia County and approved with a Planned Unit Development (PUD) under specific entitlements, including the uses. In 2005, the City Commission agreed to provide utilities outside of the city to serve Destination Daytona and it stayed in the County until 2015, when the Interlocal Service Boundary Agreement (ISBA) was performed and annexation occurred in 2015. Mr. Spraker continued that the city took the development order that was approved by Volusia County and incorporated it into the city zoning.

Mr. Spraker continued that staff received the inquiry for a tattoo establishment at 1637 N. U.S. Highway 1, where there was a previous tattoo use at the property. There was not a use that allowed a tattoo establishment at Destination Daytona, Phase 1 in the development order. Staff contacted Volusia County to inquire how the previous use was allowed. They indicated that it was approved through a beauty salon at the time. The applicant filed an amendment to allow the tattoo shop. Mr. Spraker explained that the second phase of Destination Daytona has the use in the development order. Mr. Spraker commented that staff believes that tattoo establishments would be appropriate within the area of the entertainment district, and recommend approval. One objection e-mail was received and provided on the matter. Mr. Spraker concluded that there are no residential units within the area.

Applicant's Presentation

Mr. Dean Pepe, General Counsel, Destination Daytona, 1635 N. U.S. Highway 1, reiterated that the tattoo salon was there for 13 years and then the tenants lease was up. The tenant wants to put someone back in the built-out space. Mr. Pepe spoke on the rejection e-mail and stated that there is no reason why they objected. Mr. Pepe said that he has worked there since 2005 and has managed the property since 2009 to 2022, where he has been President of the six condo and property owners association and has never had an issue with the tattooing being done there. Mr. Pepe elaborated on the pleasure it has been working with the City or Ormond Beach and staff.

Board Discussion and Questions

Chairman Thomas brought it up to the Board for discussion and questions and entertained a motion.

Mr. Galloway motioned to approve PZ-2024-000093 – Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. PZ-2024-000094 – Land Development Code Amendment, Alcoholic or Malted Beverage Manufacturer

Mr. Steven Spraker, Planning Director, explained the request by Mr. Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definition of terms and words and Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-32, I-1, Light Industrial Zoning District of the Land Development Code to (1) amend the definition of malted beverage producer, to alcoholic or malted beverage manufacturer. Mr. Spraker stated that the business created a zoning district definition may have been too restrictive. The business is growing and this will assist in increasing their business and use. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about the purpose for changing the Land Development Code (LDC) and why a variance could not be applied for. Mr. Spraker replied that there is no use variance and explained that in order to change the use definition, the Land Development Code (LDC) needs to be amended. He added that it is a unique use and the only business that does this type of use. It was discussed that the definition and use was created in 2013 by the applicants. Mr. Spraker further elaborated on it in saying that they are an example of a small business that has been successful and have run into a roadblock, therefore needing the change. The existing use is only malted beverage. This will expand beverage production through amending the original definition and change the use classification.

Applicant's Presentation

Mr. Robert A. Merrell III, Esquire, Cobb Cole, Attorney for Ormond Brewing Company, commented that the business has been successful and have created camaraderie among citizens that have been there. He explained that when the business owners wrote the Land Development Code (LDC) provisions, it was then focused on the beer part of it and have since introduced seltzers and ciders, lighter options. Mr. Merrell encouraged the Board to support it and enjoy a seltzer or cider in the future.

DRAFT

From:	Cynthia Cathey
To:	Spraker, Steven
Subject:	Love's Having Fun BPUD
Date:	Monday, October 28, 2024 11:40:16 AM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Sirs.,
My husband and I were notified to vote for or against the above subject.
We are owners at 1653 N. U.S. HWY 1
Building 1
Unite 1-220-219
Ormond Beach, Florida
32174

*as a property owner located within-in 300 feet of the site.,

We are voting AGAINST / having this business on or nearby our property!!!
Please DIS-ALLOW.

If any questions or concerns:
Call: 864-245-1318 Cynthia Cathey or
770-507-6884 Carl Cathey
Owners
Email address: cindycathey@icloud .com
Or
tomcathey1@gmail .com
At Destination Daytona Business Complex
Or email this address

Thank you

Sent from my iPhone

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-39

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED WEST OF I-95, NORTH OF U.S. HIGHWAY 1, AND BISECTED BY DESTINATION DAYTONA LANE, KNOWN AS THE "LOVE'S HAVING FUN BPUD (DESTINATION DAYTONA)"; AUTHORIZING A TATTOO ESTABLISHMENT AS A PERMITTED USE WITHIN THE PLANNED BUSINESS DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is a request from Dean G. Pepe, General Counsel of MOI Daytona Hotel Prop LLC, for the first city amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area west of I-95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.

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. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development.

   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. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. 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. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development.

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

December 3, 2024 - City Commission

Number: 9.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-40
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond Crossings, First Amended Planned Mixed Use Development		
Summary:	This is a request from Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West LLC, for the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Master Development Plan. The PMUD was approved with Ordinance 2013-50 and established zoning standards for the Ormond Crossings project. The amendment seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. The Ormond Crossings PMUD is approximately 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue. The project history and existing Master Development Plan are detailed in the attached staff report. The Planning Board reviewed the Planned Mixed Use Development amendment at the October 29, 2024 meeting and unanimously (7-0) recommended approval. Speakers at the Planning Board meeting were focused on stormwater, flooding, and transportation impacts of the project, primarily related to the Durrance Lane area. The Planning Board minutes are attached to the agenda item.		
Financial Impact:	None.		
Citizen Impact:	There is no anticipated citizen impact as the result of the proposed Planned Mixed Use Development amendment. The Ormond Crossings project has been mastered plan through a number of applications and development review approvals. Residential development will require		

	platting to be reviewed by the Planning Board and action of the City Commission where site specific details can be reviewed.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended approval of the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Master Development Plan to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development on approximately 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-40 OC First Amend PMUD DO (P24-0215G) 2. Ormond Crossings 1st Amend DO PMUD 3. Exhibit A, Legal Description 4. Exhibit B, SFH Use 5. Exhibit C, Conceptual Master Plan 6. 10.10.2024 OC 1st PMUD Amendment PB Staff Report 7. 10.29.2024, Draft Planning Board minutes, OC PMUD Amendment 8. OC PMUD Drainage Concerns Letter 9. Ordinance BIE, OC PMUD Amendment
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

ORDINANCE NO. 2024-40

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED MASTER DEVELOPMENT PLAN FOR A PLANNED MIXED USE DEVELOPMENT LOCATED WEST AND SOUTH OF THE F.E.C. RAILROAD, EAST OF THE FLAGLER COUNTY BOUNDARY LINE, AND NORTH OF DURRANCE LANE AND HARMONY AVENUE KNOWN AS THE "ORMOND CROSSINGS"; AUTHORIZING AN AMENDMENT WITHIN TRACT 8 TO ALLOW SINGLE-FAMILY RESIDENTIAL USES WITH THE RESIDENTIAL HIGH DENSITY LAND USE AREA, AND TO UPDATE THE CONCEPTUAL MASTER PLAN FOR THE RESIDENTIAL LAND AREA; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance 2010-07, approved by the City Commission on February 16, 2010, the City of Ormond Beach (the "City") and Tomoka Holdings, LLC, a Florida limited liability company, entered a development agreement dated February 19, 2010 which has been recorded at Book 6449, Pages 2154 through 2222 of the public records of Volusia County, Florida, for the purpose of developing a 2,924 acre mixed-use development, and adjacent right-of-way to be known as "Ormond Crossings", located on the south side of the Florida East Coast railroad, spanning both sides of I-95 and north of the Ormond Beach Municipal Airport, on land more particularly described in the Development Agreement, and

WHEREAS, Ordinance 2013-50, approved by the City Commission on September 3, 2013, approved a zoning map amendment for 2,924 acres to Planned Mixed Use Development known as "Ormond Crossings" and authorized the execution of a Master Development Plan

therefor, which Ordinance and Master Development Plan are recorded in Official Records Book 6910, Pages 808 through 971, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, Ordinance 2017-14, approved by the City Commission on July 25, 2017, approved of the First Amended Development Agreement between the City of Ormond Beach and Tomoka Holdings, LLC which Ordinance is recorded in Official Records Book 7437, Pages 3892 through 3968, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, Ormond Crossings West, LLC, a Florida limited liability company purchased the Ormond Crossings Planned Mixed Use Development on December 5, 2023, and

WHEREAS, Ormond Crossings West, LLC, is the owner of real property ("Applicant/Property Owner") located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for a First Amended Master Development Plan for the Ormond Crossings Planned Mixed Use Development to (1) allow single-family homes within Tract 8 as a permitted use, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion only of the Ormond Crossings development, and

WHEREAS, the Planning Board held a public hearing on October 29, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land*

Development Code and provided a recommendation of the application, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The amended land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PMUD, Planned Mixed Use Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The amended development is consistent with the *Comprehensive Plan*;

(3) The amended development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

(7) The amended development is functional in the use of space and aesthetically acceptable;

(8) The amended development provides for the safety of occupants and visitors;

(9) The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Applicant for the issuance of a First Amended Master Development Plan for the "Ormond Crossings" project is hereby approved.

The Mayor and the City Manager are authorized and directed to execute and issue the attached First Amended Master Development Plan to (1) allow single-family homes within Tract 8 as a permitted use, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion only of the Ormond Crossings development on the Property, consisting of approximately 2,924 acres.

SECTION THREE. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the Master Development Plan.

PASSED UPON at the first reading of the City Commission this 3rd day of December, 2024.

PASSED UPON at the second and final reading of the City Commission this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Ormond Crossings West, a Florida Limited Liability Company
	Application No.	PZ-2024-89
	Project Name:	Ormond Crossings, First Amended Planned Mixed Use Development
	Property Address:	West and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue

FIRST AMENDED MASTER DEVELOPMENT PLAN

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on December 3, 2024 and January 7, 2025, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The amended 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 PMUD, Planned Mixed Use Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The amended development is consistent with the *Comprehensive Plan*;

3. The amended development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The amended development is functional in the use of space and aesthetically acceptable;

8. The amended development provides for the safety of occupants and visitors; and

9. The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Ormond Crossings West, LLC, a Florida limited liability company ("Applicant/Property Owner") for a First Amended Master Development Plan for the Planned Mixed Use Development known as "Ormond Crossings", located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to (1) allow single-family homes as a permitted use within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion only of the Ormond Crossings development on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-38, PMUD, Planned Mixed Use Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. Section 5, Land Use Plan, and Section 9, Use Restrictions, of the Master Development Plan, are amended to allow Dwelling, Single-Family – Detached as a permitted use within the Residential High Density land use area, specifically within Tract 8, as depicted on Exhibit "B";

3. Exhibit "C" of the Master Development Plan is amended to include the updated Conceptual Master Plan for the residential area only of the Ormond Crossings

development. The Commerce and Town Center area of the Ormond Crossings development shall remain unchanged and shall be consistent with the approval of Ordinance 2013-50. The updated Conceptual Master Plan for the residential area is depicted in Exhibit "C". The updated Conceptual Master Plan includes the re-location of Tymber Creek Road within the project, and provides greater detail than the Conceptual Plan approved with Ordinance 2013-50, including:

a. Regional Park per discussions with city staff;

b. K-8 school location and size per meetings with Volusia County Schools; and

c. More definition of wetland and lot areas.

4. Except as amended within this First Amended Master Development Plan, Ordinance 2013-50, which Ordinance and Development Order are recorded in Official Records Book 6910, Pages 808 through 971, inclusive, of the Public Records of Volusia County, Florida shall remain in full force and effect and shall at all times be strictly complied with;

B. The final plans for the development project shall be consistent with the Master Development Plan of Ordinance 2013-50 and the amendments of this First Amended Master Development Plan.

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 Ordinance 2013-50 and the amendments of the First Amended Master Development Plan, 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 Mixed Use Development Plan. 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 First Amended Master Development Plan shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7th day of January, 2025.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

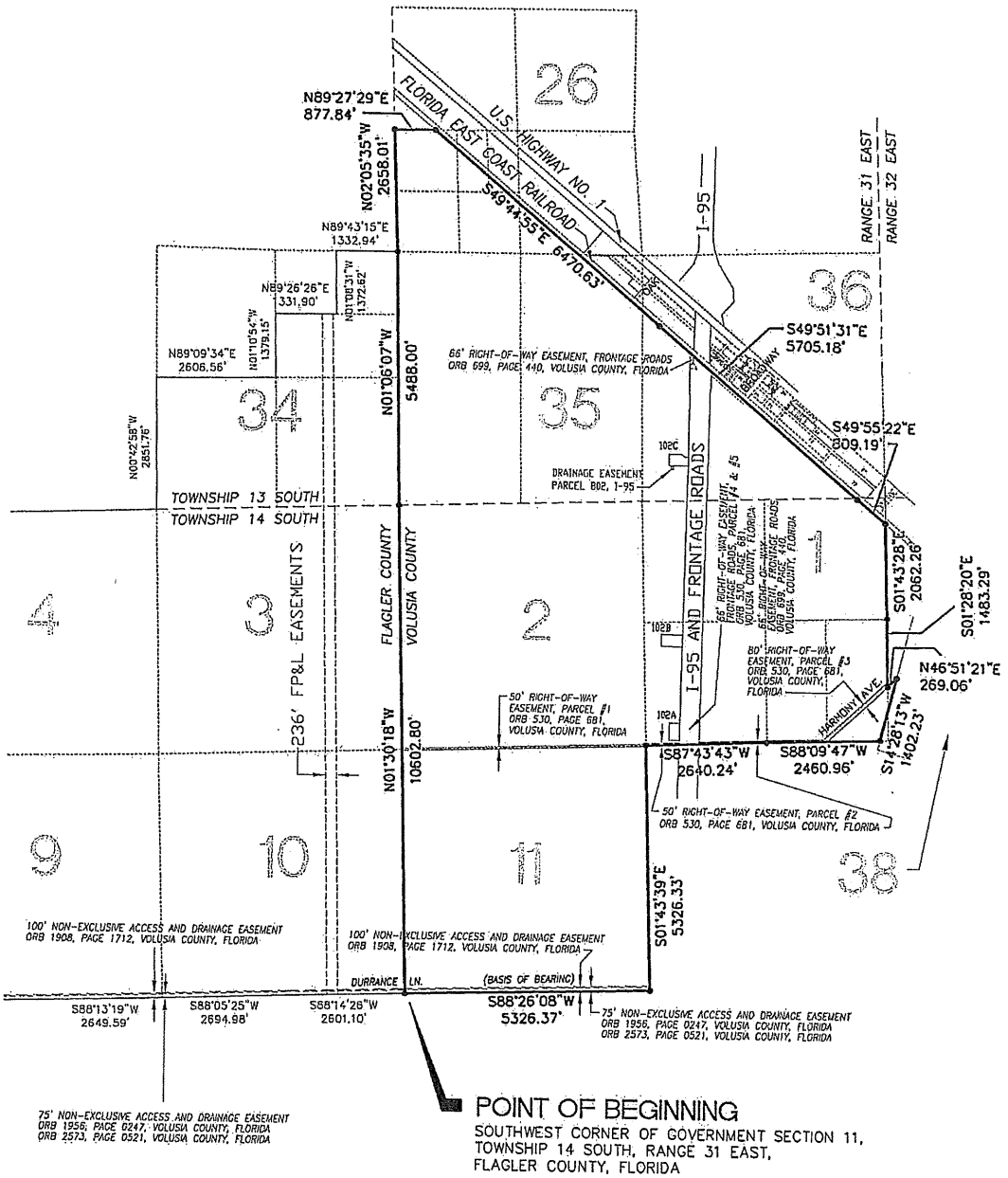
NORTH ARROW

RESERVED FOR RECORDING INFORMATION

0' 3,000' 6,000' 9,000'

SCALE 1" = 3,000'

EXHIBIT "A"
Page 1 of 2



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

LB #2232

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6B
DATE:	05/05/2005
SHEET NO.	1 OF 2

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SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

EXHIBIT "A"
PAGE 2 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND located IN GOVERNMENT SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N01°30'18"W, A DISTANCE OF 10,602.80 FEET; THENCE N01°06'07"E, A DISTANCE OF 5,488.00 FEET; THENCE N02°05'35"W, A DISTANCE OF 2,658.01 FEET;
THENCE N89°27'29"E, A DISTANCE OF 877.84 FEET; THENCE S49°44'55"E, A DISTANCE OF 6,470.63 FEET; THENCE S49°51'31"E, A DISTANCE OF 5,705.18 FEET; THENCE S49°55'22"E, A DISTANCE OF 809.19 FEET; THENCE S01°43'28"E, A DISTANCE OF 2,062.26 FEET; THENCE S01°28'20"E, A DISTANCE OF 1,483.29 FEET; THENCE N46°51'21"E, A DISTANCE OF 269.06 FEET; THENCE S14°28'13"W, A DISTANCE OF 1,402.23 FEET; THENCE S88°09'47"W, A DISTANCE OF 2,460.96 FEET; THENCE S87°43'43"W, A DISTANCE OF 2,640.24 FEET; THENCE S01°43'39"E, A DISTANCE OF 5,326.33 FEET; THENCE S88°26'08"W, A DISTANCE OF 5,326.37 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 2,937.53 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF of harmony road (50' and 80') lying east of interstate highway i-95, further described in or book 530, pages 681 through 683 inclusive, of the public records of volisia county, florida, containing 283,918 sq. ft. or 6.52 acres more or less;

less and except florida department of transportation drainage areas 102a, 102b, 102c, further described in or book 4989, pages 2218 through 2220 inclusive, of the public records of volusia county, florida, containing 301,957 sq. ft. or 6.93 acres more or less;

THE AGGREGATE containS 2,924.08 acres more or less.

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12/12/06

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING S88°26'08"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

SIGNED: Kenneth J. Kuhar

KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER # 6105

ABBREVIATIONS

C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
CB=CHORD BEARING
R/W=RIGHT OF WAY
℄=CENTER LINE
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
I.D=IDENTIFICATION
CONC=CONCRETE
(R)=RECORD
(F)=FIELD MEASURED
U.E.=UTILITY EASEMENT
PCP=PERMANENT CONTROL POINT
PC=POINT OF CURVE
PT=POINT OF TANGENCY
PI=POINT OF INTERSECTION
PB=PLAT BOOK
PG=PAGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
MB=MAP BOOK
PRM=PERMANENT REFERENCE MONUMENT
PLS=PROFESSIONAL LAND SURVEYOR
PE=PROFESSIONAL ENGINEER
ORB=OFFICIAL RECORD BOOK
FFE=FINISH FLOOR ELEVATION
(NR)=NON-RADIAL
(RAD)=RADIAL
A/C=AIR CONDITIONER UNIT

LB #2232

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6
DATE:	05/05/2005
SHEET NO.	2 OF 2

Single Family Residential is an allowed use within the Residential High Density land use

Section 5.0, Land Use Plan is amended as follows:

Residential-High Density Area

The Residential-High Density Area will accommodate a concentration of centrally located residential units adjacent to both the Town Center/Business Park Area and a Park/School Area where a future elementary school will be located. The following housing types are authorized within the Residential-High Density Area: Dwelling, Single-Family – Detached; condominiums; apartments; townhomes; and other types of attached residential units.

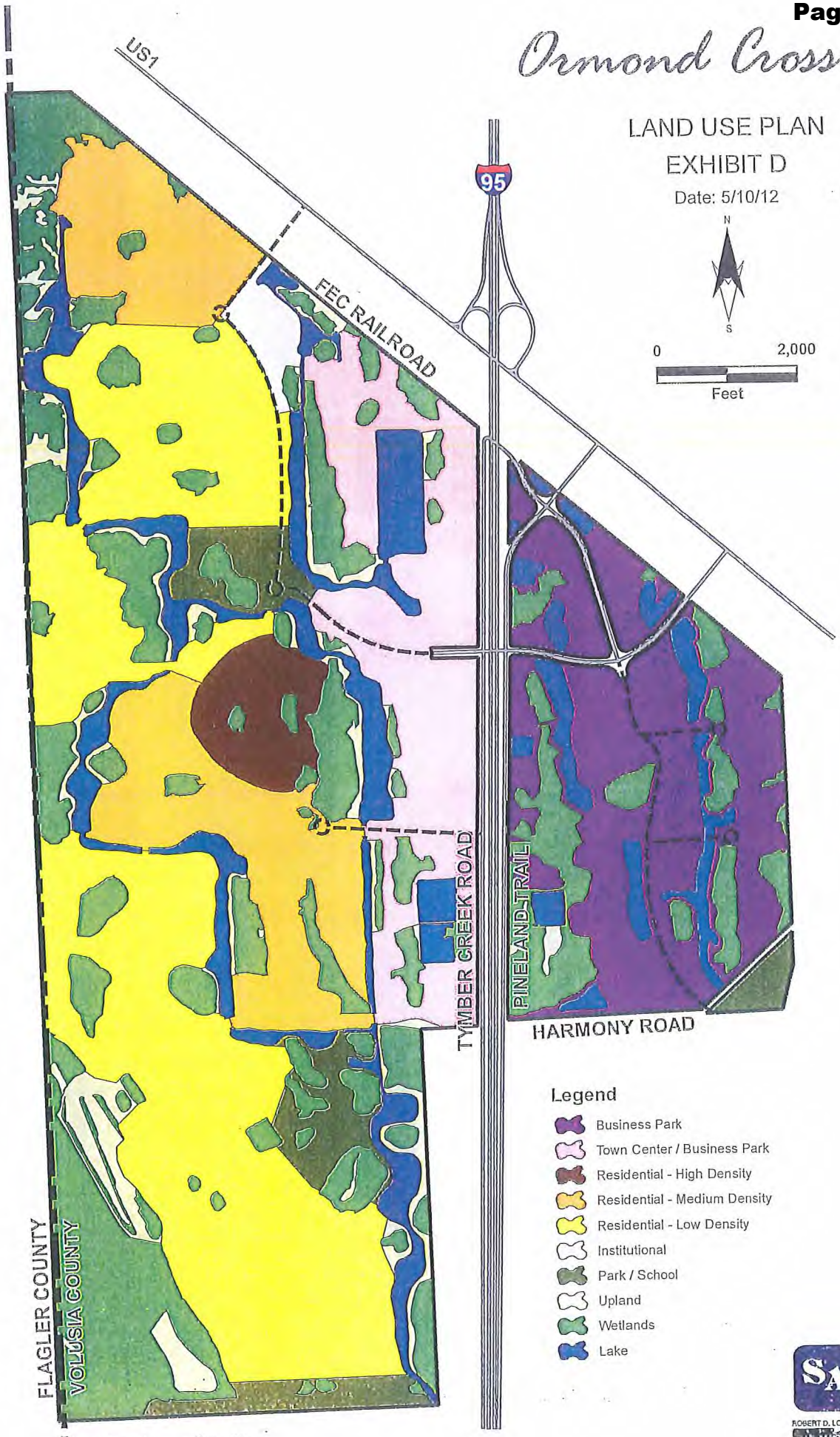
Section 9.0, Use restrictions, Table 7 is amended as follows:

Residential

Dwelling, Single-Family – Detached – permitted use ("p") in the RHD land use.

LAND USE	BP	TC/BP		RLD	RMD	RIID	I	PIS
		Town Core	Town Business					
Golf Course/Country Club	X	X	X	P	P	P	X	X
Hospital	P	X	P	X	X	X	P	X
Non-emergency medical transport services	P	X	P	X	X	X	P	P
Adult Dav Care Center	P	P	P	X	X	P	P	P
Adult Family Care Home	X	X	P	X	X	X	P	P
House of Worship	P	X	P	X	X	X	P	X
Parking Lot	P	P	P	P	P	P	P	P
Parking Garage	P	P	P	X	X	P	X	P
Parks and Recreation Facilities, Private	P	P	P	P	P	P	P	P
Parks and Recreation Facilities, Public	P	P	P	P	P	P	P	P
Public Facilities	P	P	P	P	P	P	P	P
Public Utilities	P	P	P	P	P	P	P	P
Recreation Facilities, Indoor	P	P	P	P	P	P	P	P
Recreation Facilities, Outdoor	P	P	P	P	P	P	P	P
Skating Center	P	X	P	X	X	X	X	P
Taxi Barn	P	X	P	X	X	X	X	X
Telecommunication Tower *	P	X	P	X	X	X	P	P
Telecommunication Tower/Antenna, Camouflaged *	P	P	P	P	P	P	P	P
School								
School of Art	P	P	P	X	X	X	P	P
School, Private	P	P	P	P	P	P	P	P
School, Public	P	P	P	P	P	P	P	P
Residential								
Accessory Residential Living Unit	X	X	X	P	P	X	X	X
Assisted Living Facility	X	X	P	X	P	P	P	X
Cluster Subdivision, Single-family	X	X	X	P	P	X	X	X
Community Residential Home	X	X	X	X	P	P	P	X
Dwelling, Duplex	X	X	X	P	P	P	X	X
Dwelling, Multi-family	X	P	P	X	P	P	X	X
Dwelling, Quadraplex	X	X	X	X	P	P	X	X
Dwelling, Single Family - Detached	X	X	X	P	P	P	X	X
Dwelling, Townhouse	X	P	X	X	P	P	X	X
Dwelling, Triplex	X	X	X	X	P	P	X	X
Family Day Care Home	X	X	P	P	P	P	P	X
Foster Home	X	X	P	P	P	P	P	X
Group Home	X	X	P	P	P	P	P	X
Nursing Home	X	X	P	X	P	P	P	X
Residential Over Retail Commercial or Office	X	P	P	X	X	X	X	X
Patio Home Subdivision	X	X	X	P	P	X	X	X

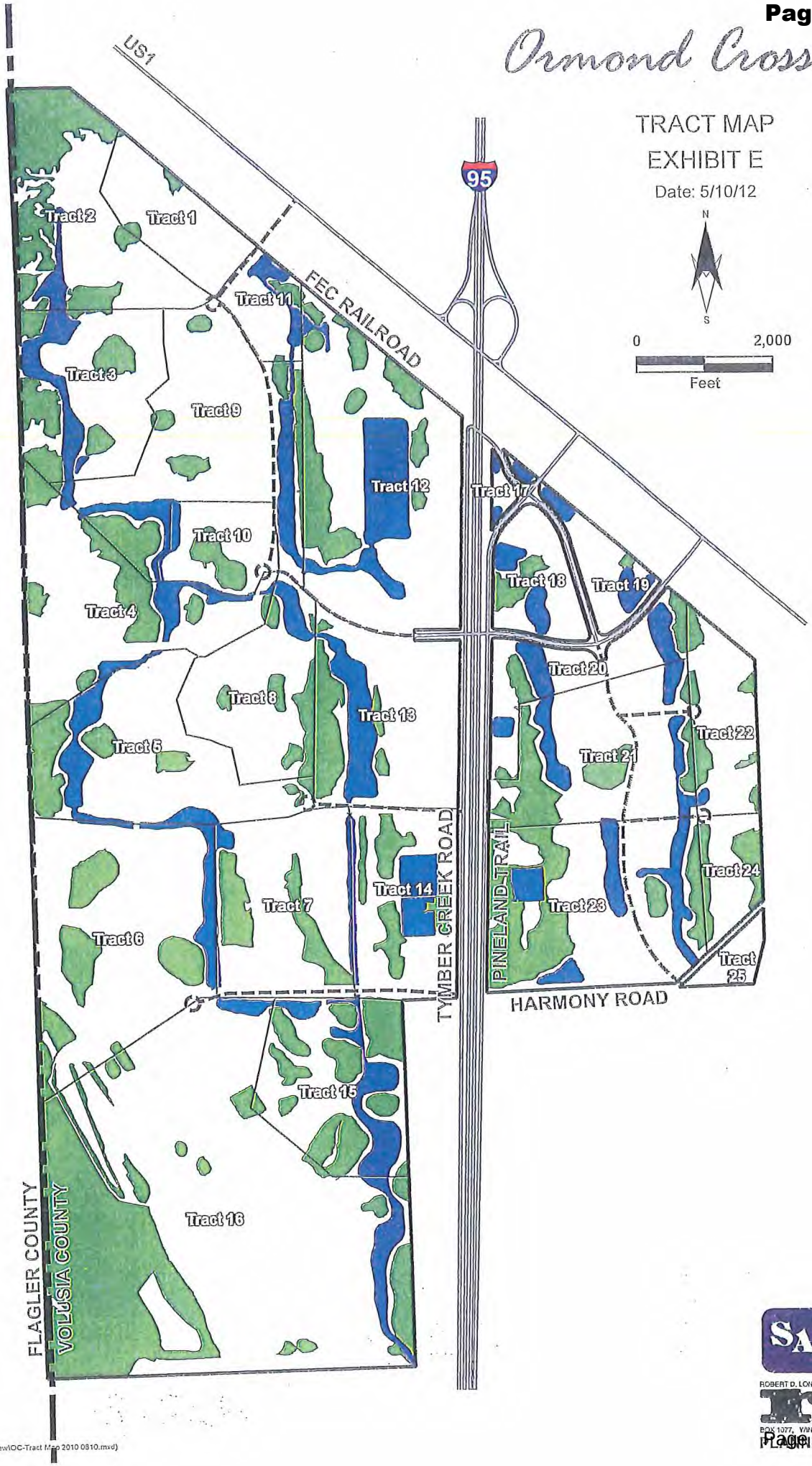
Ormond Crossings



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LOHOEFER LAND PLANNER
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Landuse-Plan 2010 0521.mxd)

Ormond Crossings



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Tract Map 2010 0810.mxd)
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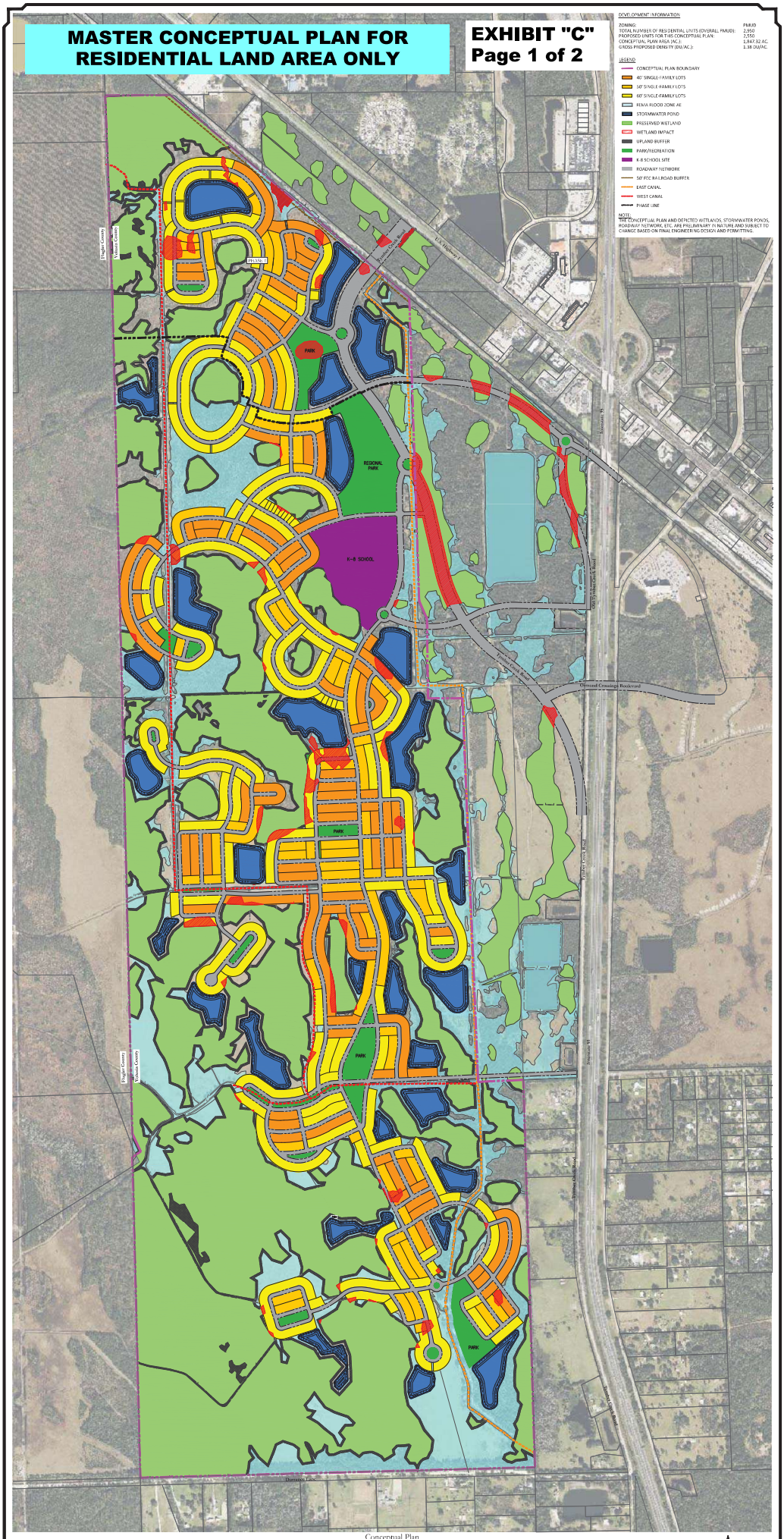
MASTER CONCEPTUAL PLAN FOR RESIDENTIAL LAND AREA ONLY

EXHIBIT "C"
Page 1 of 2



Conceptual Plan

Ormond Crossings West

August 7, 2024

POULOS & BENNETT

SCALE IN FEET

Exhibit 1

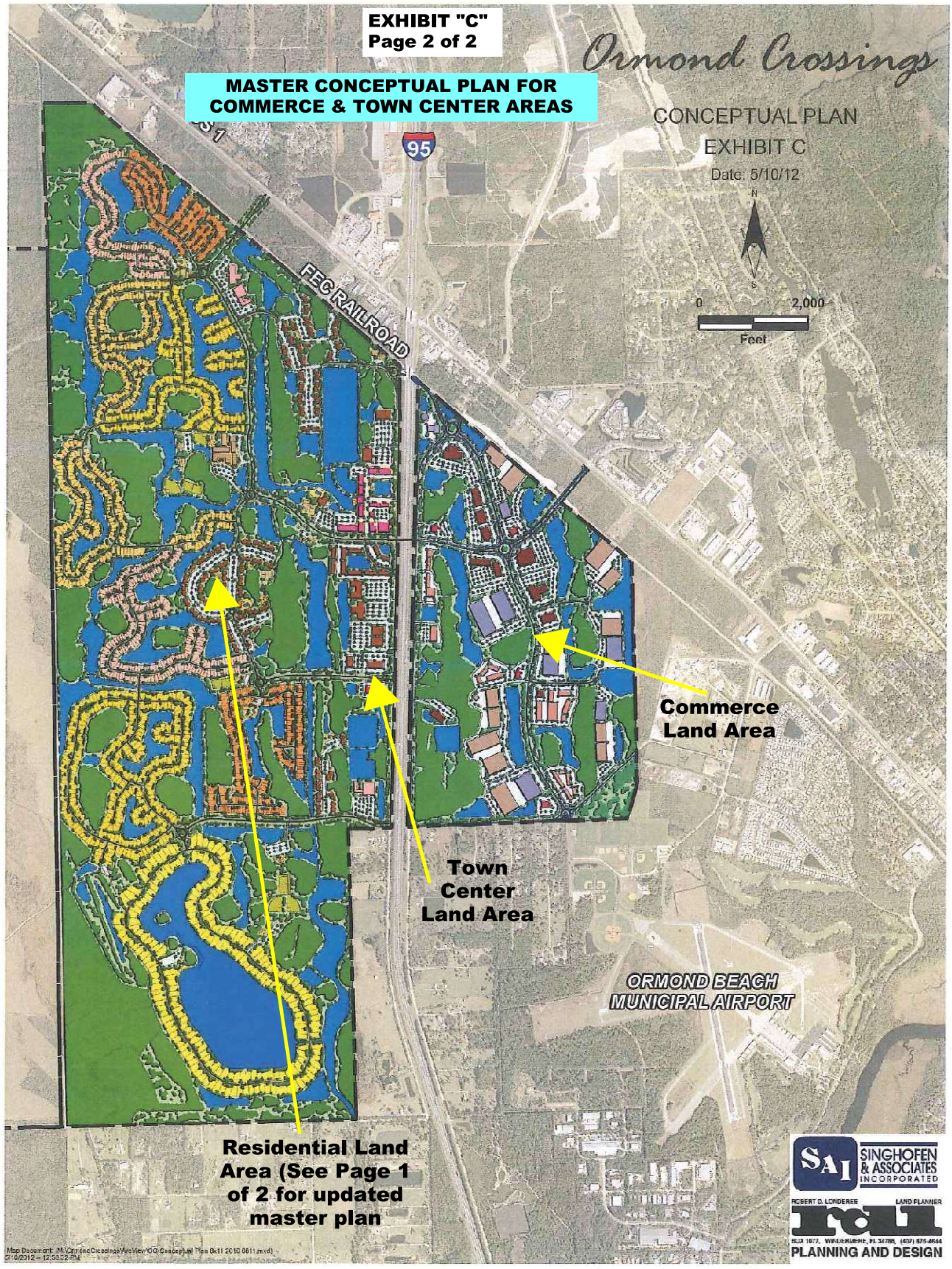


EXHIBIT "C"
Page 2 of 2
MASTER CONCEPTUAL PLAN FOR COMMERCE & TOWN CENTER AREAS
Ormond Crossings
CONCEPTUAL PLAN
EXHIBIT C
Date: 5/10/12
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95
FEC RAILROAD
Commerce Land Area
Town Center Land Area
ORMOND BEACH MUNICIPAL AIRPORT
Residential Land Area (See Page 1 of 2 for updated master plan
SAI
SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE
LAND PLANNER
PLANNING AND DESIGN

PLANNING BOARD
STAFF REPORT
Ormond Crossings, Planned Mixed Use Development Amendment
Project Number: PZ 24-00000089

PLANNING BOARD DATE:	October 10, 2024
TENTATIVE CITY COMMISSION DATE:	December 3, 2024 (first reading) and January 7, 2025 (second reading)
APPLICANT:	Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West LLC
LOCATION:	Located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue
REQUEST:	Amendment of development order to allow (1) single-family homes within Tract 8, identified as a Residential High Density and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

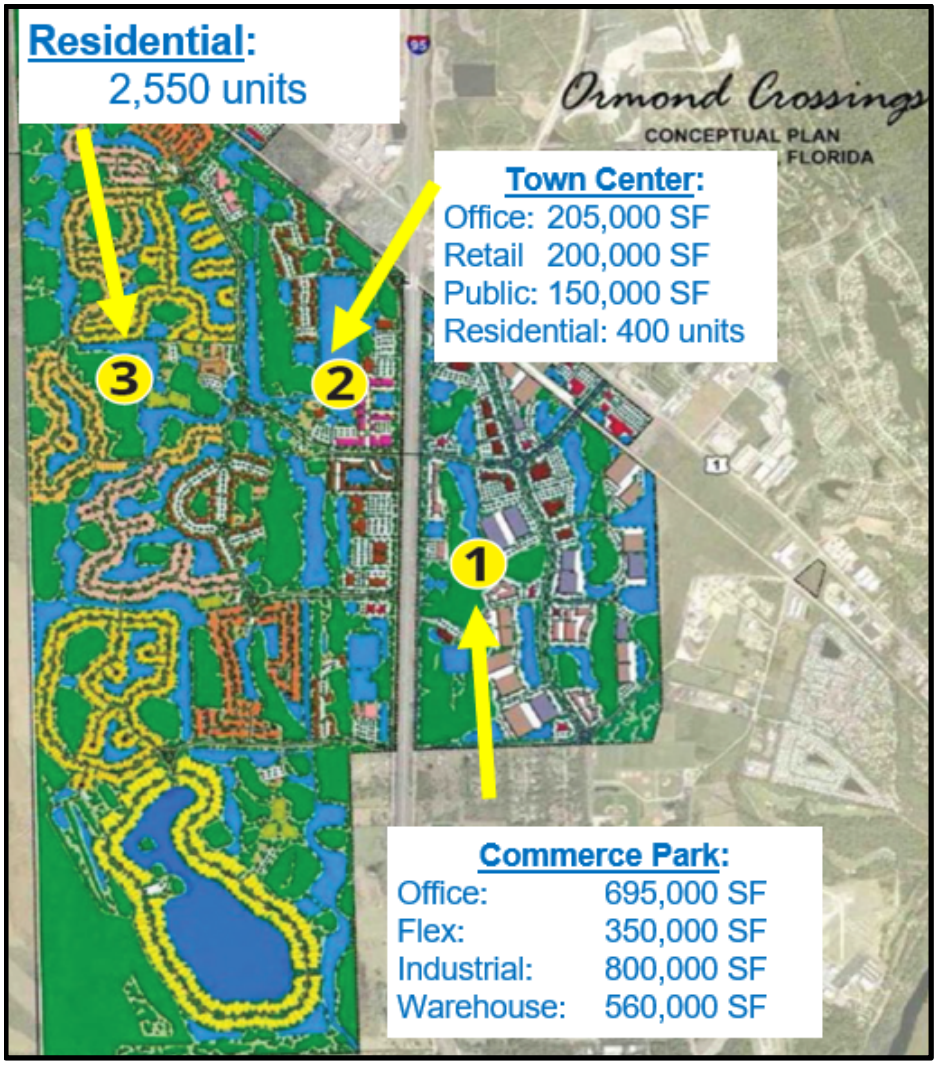
SECTION 1, INTRODUCTION:

This is a request from Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West LLC, for the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Development Order. The PMUD was approved with Ordinance 2013-50 and established zoning standards for the Ormond Crossings project. The amendment seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. The Ormond Crossings PMUD is approximately 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue.

SECTION 2, BACKGROUND:

The land area for Ormond Crossings is 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue. Below is the project's 2012 approved conceptual master plan map with development allowances. The project is divided into three development areas: (1) commerce park, (2) town center, and (3) residential area.

EXHIBIT 1: Approved conceptual development map with development areas.



[10.10.2024, OC 1st PMUD Amendment, PB Staff Report]

The land planning for Ormond Crossings dates back to 2002 and represents a significant effort to master plan future development. The area that incorporates Ormond Crossings was platted in the early 1900s for dense residential lots, with the potential of the land being sold off in large parcels within the jurisdiction of the County of Volusia in the early 2000s. The City Commission and city staff worked with the County Council and the property owner at that time, Tomoka Holdings, to annex the property into the City in 2004. One primary purpose of the City's interest in this property was the ability to establish a commerce park that would provide future economic development opportunities for the residents. Past city actions have included:

EXHIBIT 2: Approvals related to Ormond Crossings.

Date	Ordinance/ Resolution	Summary
July 20, 2004	Ordinance 2004-28	Annexation of 3,095 acres owned by Tomoka Holdings LLC.
June 28, 2005	Ordinance 2005-17	The Ordinance amended the legal description of the annexation to correct a scrivener's error.
July 8, 2004	Resolution 2004-131 (Volusia County)	Volusia County Resolution – delegating the exercise of specified county redevelopment powers to the City of Ormond Beach for the Ormond Crossings project.
January 18, 2005	Resolution 2005-13	Findings of necessity relating to the existence of blight in Ormond Crossings. It provided for the establishment of a Community Redevelopment Area.
May 17, 2005	Resolution 2005-111	Adoption of the North Mainland Community Redevelopment Area plan.
September 6, 2005	Ordinance 2005-16	Transmittal of Comprehensive Plan amendments to the Future Land Use, Transportation, Conservation, Cultural Affairs Elements, and Future Land Use Map.
January 17, 2006	Resolution 2006-35	Repeal of Resolution 2005-13. Adoption of the Ormond Crossings Findings of Necessity Study. Found the existence of blighted areas within the project area (Findings of Blight).
January 17, 2006	Resolution 2006-36	Adoption of the North Mainland/Ormond Crossings Community Redevelopment Agency.

Date	Ordinance/ Resolution	Summary
January 17, 2006	Resolution 2006-37	Adopting the Master Redevelopment Plan for the North Mainland/Ormond Crossings Community Redevelopment Agency. The redevelopment plan focused on Ormond Crossings Boulevard Segment 1, the flyover of the railroad at Pine Tree Drive.
December 19, 2006	Resolution 2006-269	Approval of a Development of Regional Impact (DRI) for Ormond Crossings.
February 2, 2010	Resolution 2010-14	Adopted and approved the amendment/update to the Master Redevelopment Plan for the North Mainland/Ormond Crossings Redevelopment Area.
February 16, 2010	Resolution 2010-13	The city entered into a Stipulated Settlement Agreement with the Florida Department of Community Affairs regarding the Ormond Crossings Comprehensive Plan amendments associated with Ordnance 2005-16.
February 16, 2010	Ordinance 2010-06	Adoption of remedial amendments associated with the Comprehensive Plan amendments for the Ormond Crossings project.
February 16, 2010	Ordinance 2010-07	Adopting a Development Agreement between the City of Ormond Beach and Tomoka Holdings, LLC, provides for developing a 2,924-acre mixed use development plan known as Ormond Crossings. The Development Agreement detailed intensity/density permitted, capital facility planning, and allowed for adequate public facilities for development.
February 16, 2010	Ordinance 2010-08	The project was exempted from the DRI threshold based on the 2009 Community Renewal Act enacted by the Florida Legislature. The City Commission rescinded the Ormond Crossings DRI Development Order.

Date	Ordinance/ Resolution	Summary
July 8, 2010	Resolution 2010-114 (Volusia County)	The Resolution restated the delegation of specific County redevelopment powers to the City of Ormond Beach for the North Mainland/Ormond Crossings CRA.
September 3, 2013	Ordinance 2013-50	Zoning Map Amendment of 2,924 acres to Planned Mixed Use Development (PMUD) approving standards and conditions of development.
June 11, 2015	Resolution 2015-77 (Volusia County)	The Resolution provided a time extension for the Community Redevelopment Area until June 11, 2020.
July 25, 2017	Ordinance 2017-14	First Amended Development Agreement related to the development of Security First within Tract 18.
December 17, 2017	Site Plan Review Committee Final Approval	Security First Insurance site plan for the construction of a 136,085-square-foot building and associated site plan improvements.
April 21, 2020	Resolution 2020-43 (Volusia County)	The Resolution provided a time extension for the Community Redevelopment Area until the payment of Ormond Crossings Boulevard Segment 1 or December 31, 2034.
August 8, 2024	Site Plan Review Committee Preliminary Site Plan Approval	Preliminary Site Plan for Ormond Crossings Phase 1, consisting of 444 detached, single-family residential units. Approval allows the submittal of the Preliminary Plat application.
August 20, 2024	Ordinance 2024-23	Creation and establishment of the Ormond Crossings West Community Development District on approximately 1,847.32 acres designed to construct single-family residential lots and associated improvements.

SECTION 3, ANALYSIS:

Allowed Uses: Policy 1.7.7. of the Future Land Use Element Comprehensive Plan establishes the uses permitted in the Ormond Crossings development as follows:

Land Use	Total Non-Residential Building Area (1)	Dwelling Units
Commerce Park:		
Office	900,000 sq. ft.	
Business Park/Flex Space	350,000 sq. ft.	
Light Industrial	800,000 sq. ft.	
Mini-warehouse	240,000 sq. ft.	
Warehouse	560,000 sq. ft.	
Commercial	200,000 sq. ft.	
Institutional	165,000 sq. ft.	
Elementary School	720 students	
Residential:		2,950

Policy 1.7.7. of the Future Land Use Element Comprehensive Plan states:

2. The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided:

   A. Aggregate potable water, wastewater, and reclaimed water demands of Ormond Crossings shall not exceed the totals proposed for the uses identified in the table above. Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available.

   B. The intensity within the Business Park shall not exceed 1.0 FAR on any individual building site or an average .35 FAR throughout the entire Business Park.

   C. The building height shall not exceed 75'.

   D. Increasing the number of residential units and retail commercial uses is strictly prohibited.

   E. The change will not increase total offsite traffic impacts from the project (4,551 Net External Peak Hour Trips).

The allowed use table is also included in the 2010 Development Agreement and Planned Mixed Use Development zoning document (within Section 6). The Ormond Crossings project is divided into three areas: (1) Commerce Park, (2) Town Center, and (3) Residential Area.

Current Amendment:

The Planned Mixed Use Development Amendment consists of two items:

Item 1: Tract 8 allowance of single-family residential:

The amendment seeks to allow single-family homes within Tract 8, identified as a Residential High Density. Tract 8 is shown in Exhibit E of Ordinance 2013-50, provided below:

EXHIBIT 3: Tract Map, Exhibit E of Ordinance 2013-50.



Section 7 of the Ormond Crossings Planned Mixed Use Development, Ordinance 2013-50, establishes Tract 8 as Residential-High Density. Table 7 of Section 9 of the Ormond Crossings Planned Mixed Use Development, Ordinance 2013-50, establishes the permitted (marked with a "P") and not permitted uses (marked with an "X") for the Ormond Crossings Tracts. Tract 8 lists the following as permitted uses:

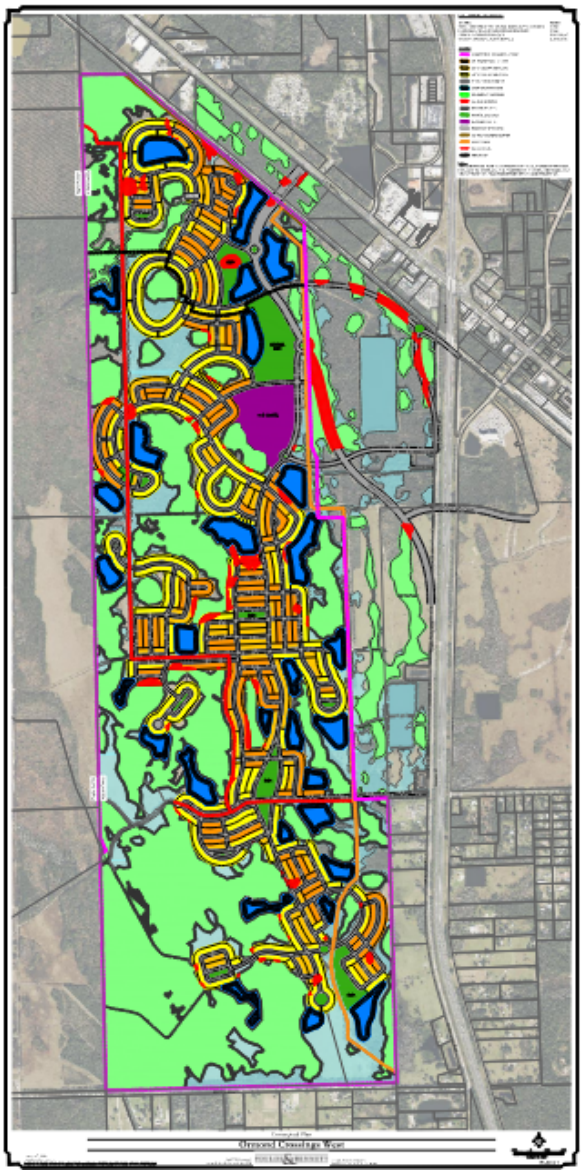
- Dwelling, Duplex,
- Dwelling, Multi-Family

- Dwelling, Quadraplex
- Dwelling, Townhouse
- Dwelling, Triplex

Tract 8 does not allow Dwelling, Single-Family Detached. All other residential land uses in other tracts allowed Dwelling, Single-Family Detached. The applicant is seeking to make the entire residential area Single-Family Residential and requests that Dwelling, Single-Family Detached be added as a permitted use in the Residential High-Density land use.

Item 2: Update of 2012 Conceptual Master Plan for the residential area only:

EXHIBIT 4: Conceptual Plan, Residential.



Meritage Homes is the contract purchaser for the single-family residential portion of the Ormond Crossings development. The master developer of Ormond Crossings and Meritage Homes have begun the permitting process for two bridges (flyovers) over the FEC railroad connecting the project from U.S. Highway 1 to the Ormond Crossings land area as required by the project's approving documents. During permitting discussions for the west flyover, which is northwest of Destination Daytona Lane, Volusia County staff suggested the movement of Tymber Creek from its current configuration to connect to the west flyover. Volusia County staff stated that Volusia County would be the maintaining agency for the bridge and re-aligned Tymber Creek Road. The updated Conceptual Plan shows the re-located Tymber Creek Road within the project. The updated Conceptual Plan provides greater detail than the Conceptual Plan approved with Ordinance 2013-50 including:

1. Regional Park per discussions with city staff;
2. K-8 School location and size per meetings with Volusia County Schools; and
3. More definition of wetland and lot areas.

Surrounding land areas:

The Ormond Crossings project site is designated “Activity Center” on the city’s Future Land Use Map and is zoned Planned Mixed Use Development, PMUD. The following table shows the surrounding land uses and zoning:

EXHIBIT 5: Adjacent land uses and zoning.

Direction	Uses	Land Use designation	Zoning designation
North	Railroad Tracks, Commercial uses along US1	“Light Industrial/Utilities”, “Tourist Commercial”, “General Commercial”, “Low-Intensity Commercial”	I-1, Light Industrial B-7, Highway Tourist Commercial B-8 Commercial PBD, Planned Business Development
South	Durrance Acres, Residential, Airport Sports Complex	“Rural Estate/Agriculture”, VC “Agriculture Resource”, VC “Rural”, “Recreation/Open Space”	REA, Rural Estate/Agricultural, VC A-1, Prime Agriculture VC A-2, Rural Agriculture SE, Special Environmental
East	Vacant VC Heavy Industrial, VC Single-Family Residential	VC “Heavy Industrial” VC “Agriculture Resource” VC “Rural”	VC I-2, Heavy Industrial VC A-1, Prime Agriculture VC A-2, Rural Agriculture
West	Flagler County	N/A	N/A

Master Development Plan Summary of Ormond Crossings Planned Mixed Use Development (Ordinance 2013-50):

The following exhibit is a summary of the significant sections of the Master Development Plan.

EXHIBIT 6: Sections of the Master Development Plan.

Section	Pages	Key Aspects
Section 3 Ormond Crossings Conceptual Plan	Exhibit C of MDP	• Exhibit C includes the Conceptual Plan. • Ormond Crossings is required to be developed substantially in accordance with the Concept Plan. • **This amendment seeks to update the residential portion of the Conceptual Plan. No changes are proposed to the Commerce Park or Town Center.**
Section 4 Site Plan Review Procedures	Pages 4-7	• This Section establishes the review process for site construction. • Establishes preliminary site plan. Plans consistent with the concept plan would be minor modifications. Plans that do not qualify as minor modifications would require City Commission approval. • The final site plan review is consistent with the City's Site Plan Review Committee (SPRC) process and plan submission. • Subdivisions would require Preliminary and Final Plats, which will be reviewed by the Planning Board and final action by the City Commission.
Section 5 Land Use Plan	Pages 7-9 Exhibit D of MDP	• This Section establishes the project's land uses, including the Business Park Area, Town Center/Business Park Area, Institutional, Park/School Areas, and residential areas. • A key part of the Ormond Crossings project is that incompatible land uses are not abutting each other. For example, industrial and business park areas are not abutting single-family areas. Much of the current Land Development Code setback and landscape standards seek to reduce the impacts of non-compatible uses. The land use plan (Exhibit D) has separated incompatible uses for the project from natural areas, roadways, or water features.

Section	Pages	Key Aspects
Section 6 Permitted Development Uses	Pages 9-13	• The uses in this table are consistent with the limits established by the Comprehensive Plan amendments and the approved Development Agreement. • Conversion factors (Section 6.1) are provided. The project can increase or decrease square footage between specific uses provided the net total trips approved by the project area are not exceeded. The project cannot exceed the approved 2,950 residential units or the 200,000 square feet of commercial.
Section 7 Tract Map	Pages 13-14 Exhibit E of MDP	• The tract map details the land uses by tracts of land.
Section 8 Land Use Compatibility	Page 14	• This Section is designed to reduce compatibility issues if they arise and is copied from Table 3 of the Planned Mixed Use Development Section 2-38 of the Land Development Code.
Section 9 Use Restrictions	Pages 15-20	• The uses in the table shall control the allowed uses with the tracts. The total permitted uses cannot exceed the maximums established in Section 6 – for example, a maximum of 200,000 square feet of retail commercial uses. • **This application seeks to amend Section 9 to allow Single-Family Residential as a permitted use in Residential – High Density.**
Section 10 Jobs/Housing Balance	Pages 20-24	• Details the desired jobs-to-housing ratio of 3.8 (11,184 jobs/2,950 housing units). • Establishes the planned phasing for the project. The Section acknowledges that the phasing may vary depending on market opportunities, permitting, or development costs.

Section	Pages	Key Aspects
Section 11 Development Standards	Pages 25-28	• Establishes dimensional standards and setbacks based on land use categories. • Requires a 200'-buffer along the south property line abutting Durrance Lane. • Requires a 50'-wide setback along Harmony Road.
Section 12 Road and Street Design	Pages 28-30	• Establishes the dimensional street standards for roadways within Ormond Crossings. • Establishes the sidewalk and multi-modal trail requirements and widths. • Establishes where on-street parking is allowed.
Section 13 Multi-Modal Trail System	Page 30 Exhibit F	• Requires a trail system for pedestrians, cyclists, and possibly golf carts.
Section 14 Open Space	Pages 30-31	• Requires 20 percent of the land area to be held as open space.
Section 15 Underground utilities	Page 31	• All utility lines, mains, pipes, wires, and conduits are required to be placed underground.
Section 16 GREEN Development Objectives	Pages 31-33	• Provides green development requirements for the residential and non-residential structures. • All residential construction within Ormond Crossings shall utilize energy-saving techniques consistent with the Energy Star standard for new homes. • Management plan for preserved wetland areas.
Section 17 Design Standards	Pages 33-34 Exhibit G	• Exhibit G of the Master Development plan replaces the City's design standards.

Section	Pages	Key Aspects
Section 18 Land Development Code Applicability	Pages 34-39	• This Section states that the LDC applies to the project unless different standards exist in the Master Development Plan. This Section combines several different regulations. Some key regulations include:(b) Stormwater system based on St. Johns River Water Management District standards. (k) Mixed use easement (MUE) – includes landscaping, signage, sidewalks/bike paths, lighting, berms, utilities, fencing and walls, and street furniture. (v) Sign regulation, including a prohibition on pole signs, wayfinding signage, interstate visibility signs, and three icon signs.
Section 19 Maintenance	Pages 40-41	• Provides maintenance responsibilities for privately owned properties, common areas not owned by the public, and improvements within the public right-of-way.
Section 20 General Provision	Page 41	• Provides 113 units of affordable housing based on housing analysis performed.
Exhibit B Developer Commitments	Exhibit B	• Provides the required developer commitments for the Ormond Crossings project from the approved Development Agreement.
Exhibit C Concept Plan	Exhibit C	• Concept Plan
Exhibit D Land Use Plan	Exhibit D	• Land Use Plan
Exhibit E Tract Map	Exhibit E	• Tract Map
Exhibit F Tract Map	Exhibit F	• Multi-Modal Trail System
Exhibit G	Part B, Architectural Design Standards	• Replaces the City's architectural design standards. • It applies to both residential and non-residential buildings. The city's LDC has very limited residential design standards, whereas the proposed MDP has extensive residential design guidelines. • Examples and guidelines for each architectural style are included. • Pictures (allowed and not allowed) included for a variety of architectural features, including massing, articulation, fenestration, shutters, awnings, roofs, and lighting.

Section	Pages	Key Aspects
Exhibit G of MDP	Part C Landscaping	• No tree survey will be required as the area is a pine monoculture and requires mass clearing and filling (3-4' +/-). • Greenbelt Buffer standards—25' mix-use easement with 4 trees, 40 shrubs, and 40 groundcover per 100 linear feet. The project proposes layering landscaping in the right-of-way; see pages 82-84. • Ormond Crossings Design Standards: Front – 25' Mixed Use Easement with landscaping in right-of-way. Side and rear – depend on abutting use.

Development Process for residential land within the Ormond Crossings Planned Mixed Use Development

Land development within Ormond Crossings must be consistent with the Comprehensive Plan and Development Agreements. The zoning standards for Ormond Crossings were established with the Planned Mixed Use Development Ordinance 2013-50. It is important to note that the Planned Mixed Use Development is a zoning document and will not include detailed site plans.

For residential development that proposes to create platted lots, projects are required to complete the following process:

1. Preliminary Site Plan (PSP): This submittal is similar to a concept plan. The Preliminary Site Plan is submitted to the Site Plan Review Committee. The primary review standard is to determine if the development is consistent with the conceptual plan and the Ormond Crossings Planned Mixed Use Development. Preliminary Site Plans that are consistent would be approved by the Site Plan Review Committee and permitted to submit a Preliminary Plat. Preliminary Site Plans that are not consistent would either need to amend the Preliminary Site Plans or seek an amendment through the public hearing process.
2. Preliminary Plat: Preliminary plats are detailed construction plans for subdivision development that would include stormwater management, utility connections, landscaping, and plan and profile sheets. Preliminary plats are reviewed by:

   A. Site Plan Review Committee;

   B. Planning Board; and

   C. City Commission.
3. Site Engineering Permit: The project must obtain a site engineering permit to start construction of subdivision improvements. The permit authorizes subdivision infrastructure improvements based on the approved preliminary plat.

4. Final Plats: Final plats are legal documents that subdivide land. Final plats occur after preliminary plat approvals. The project either (1) posts a performance bond or (2) completes all the required subdivision improvements to record the plat. For recent subdivisions, the trend has been to start construction and post a performance bond once the subdivision construction is more than 50% complete. Final plats are reviewed by:

   A. Site Plan Review Committee;

   B. City Surveyor (surveyor employed by the city);

   C. Planning Board; and

   D. City Commission.

SECTION 4, CONCLUSION:

Certain criteria must be evaluated before a Planned Development amendment can be approved. According to Chapter 1, Article II, Section 1-15 (e) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed amendments conform to the standards of the Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life. The amendment to allow single-family residential within Tract 8 is consistent with the overall residential development within the Master Development plan. Other, more intensive, residential uses are permitted within Tract 8 with the current Master Development plan. The amendment to Tract 8 will not amend the original entitlements under Ordinance 2013-50. The update of the concept plan is based on the current development plan and coordination with Volusia County (roadways), the School Board (school site), and the City (recreation areas).

2. **The proposed development is consistent with the Comprehensive Plan.**

   The property is designated as “Activity Center” on the City’s Future Land Use Map (FLUM). The directive text of the Comprehensive Plan states, “To encourage the development of master-planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. Density and intensity standards are listed under Policy 1.7.7. of the Future Land Use Element”.

   Multiple Goals, objectives, and policies support the Master Development Plan. The original project required various amendments to the city’s Comprehensive Plan, and the following support the project development:

   - Objective 1.7. of the Future Land Use Element, including all the Policies;
   - Goal 8 of the Future Land Use Element;

- Goal 5 of the Transportation Element, including all the Objectives and Policies;
- Goal 6 of the Housing Element; and
- Objective 1.14. of the Recreation Element.

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 water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants, and animal species or species of special concern, wellfields, and individual wells.**

   The original development order included environmental studies. Environmental impacts are reviewed within the platting process and are required to comply with the adopted City Land Development Code and state regulations. The concept plan has sought to minimize wetland impacts and has clustered development in the upland portions of the subject property. The proposed amendments will have no impacts to environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The Planned Mixed Use Development provides zoning standards for 2,924 acres, and there is no site-specific use. As detailed in the original 2013 zoning approval, the Ormond Crossings project as a whole will not devalue adjoining properties and represents a coordinated land use plan. The proposed amendments would not impact the value of surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed amendments will not alter the approved developer obligations for the provision of public facilities. The relocation of Tymber Creek Road was a specific recommendation from Volusia County and would align with the west flyover over the FEC railroad and connect to U.S. Highway 1. The approved development order determined that there are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

Volusia County Traffic Engineering recommended the conceptual plan relocation of Tymber Creek Road. The project was required to complete a traffic study with traffic mitigation under the 2010 Development Agreement. The proposed amendment will not impact approved traffic patterns or required improvements from the approved traffic studies.

7. **The proposed development is functional in using space and aesthetically acceptable.**

   The proposed amendments are not related to a specific development and do not impact the use of space or aesthetics. The original Master Development Plan includes design standards and required architectural design regulations.

8. **The proposed development provides for the safety of occupants and visitors.**

   While no specific project is proposed, the amendments to the Master Development Plan shall ensure the safety of its occupants and visitors within the Ormond Crossings project area.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed amendments are not related to a specific development and do not impact the use of materials or aesthetics. The original Master Development Plan includes design standards and required architectural design regulations.

10. **The testimony provided at public hearings**.

    This application has yet to be heard at a public meeting and no public testimony has been provided. The Planning Board meeting minutes shall be provided to the City Commission.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Development Order, approved with Ordinance 2013-50 allowing single-family homes within Tract 8, identified as Residential High Density, and updating the overall conceptual master plan for the residential portion of the Ormond Crossings development. The conceptual plan for the commerce park and town center land area shall remain unchanged.

Attachments:

Attachment 1: Project maps
Attachment 2: Applicant Information
Attachment 3: Approved Planned Mixed Use Development, Ordinance 2013-50

ATTACHMENT 1

Project Maps



AERIAL MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - September 17, 2024

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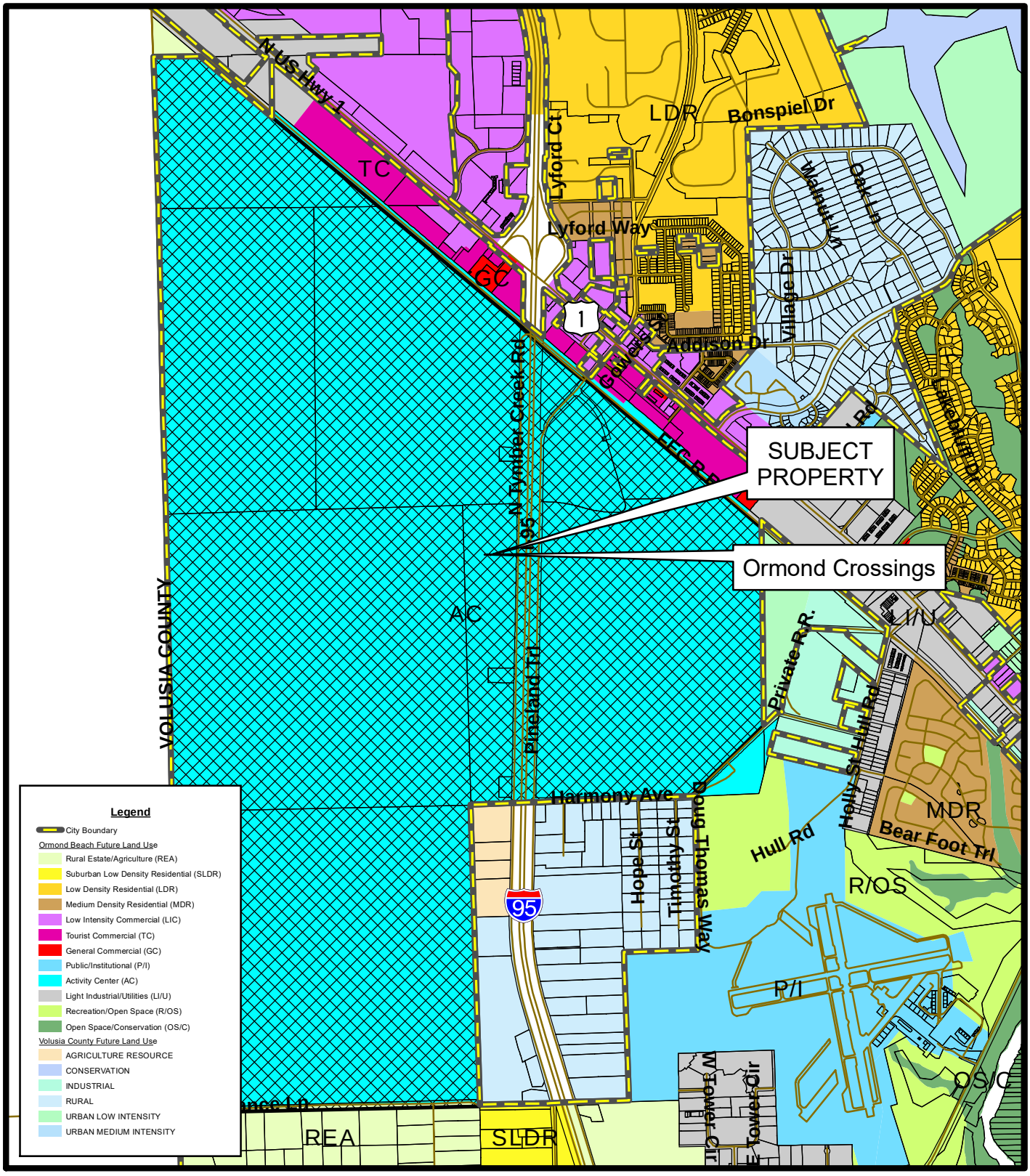

FUTURE LAND USE MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - September 17, 2024

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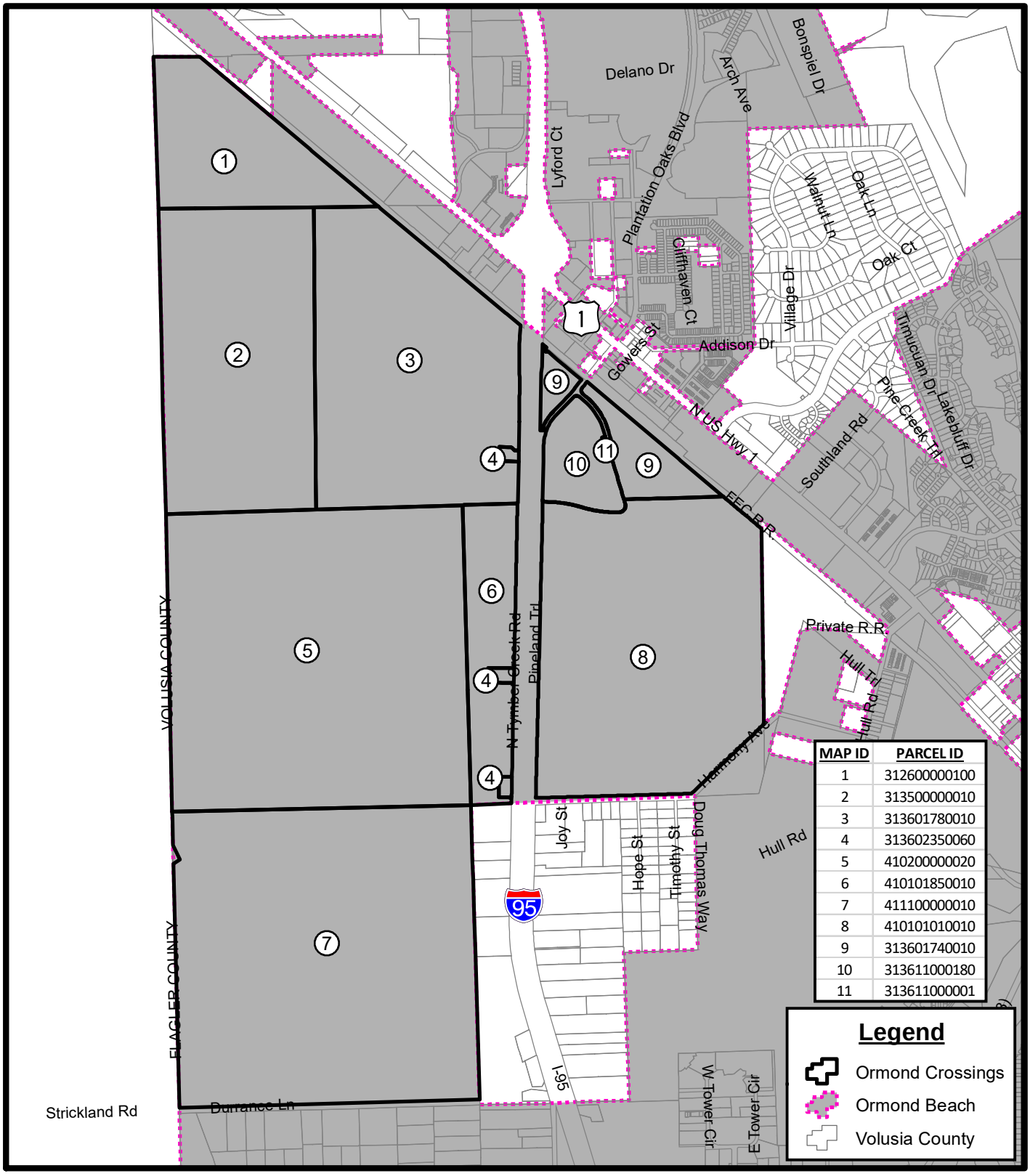

PARCEL MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach

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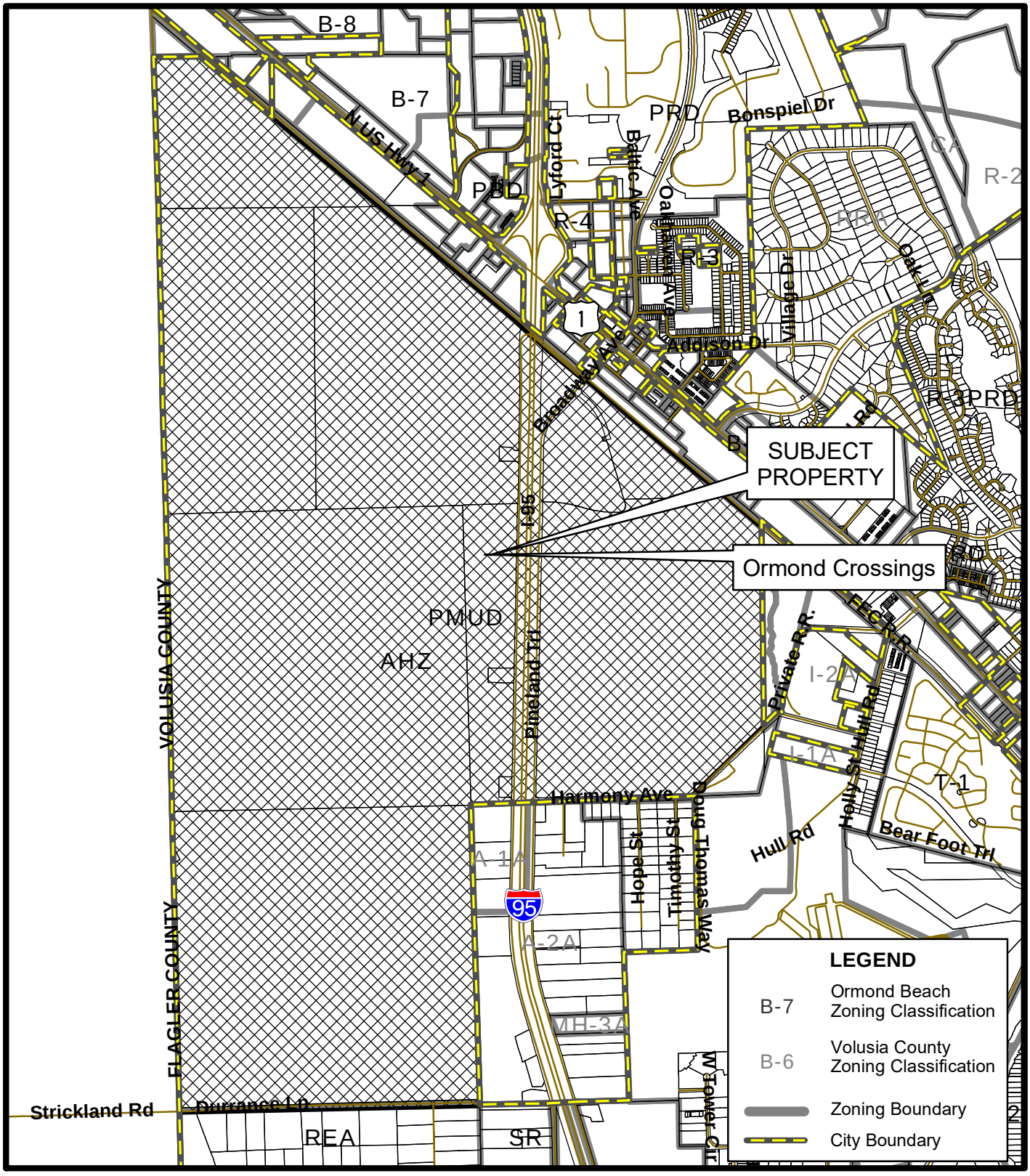

ZONING MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - September 17, 2024

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Ormond Crossings
CONCEPTUAL PLAN
EXHIBIT C
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ORMOND BEACH
MUNICIPAL AIRPORT
SAI
SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE
LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
Map Document: (M:\OrmondCrossings\ArcView\OC-Coceptual Plan 8x11 2010 0811.mxd)
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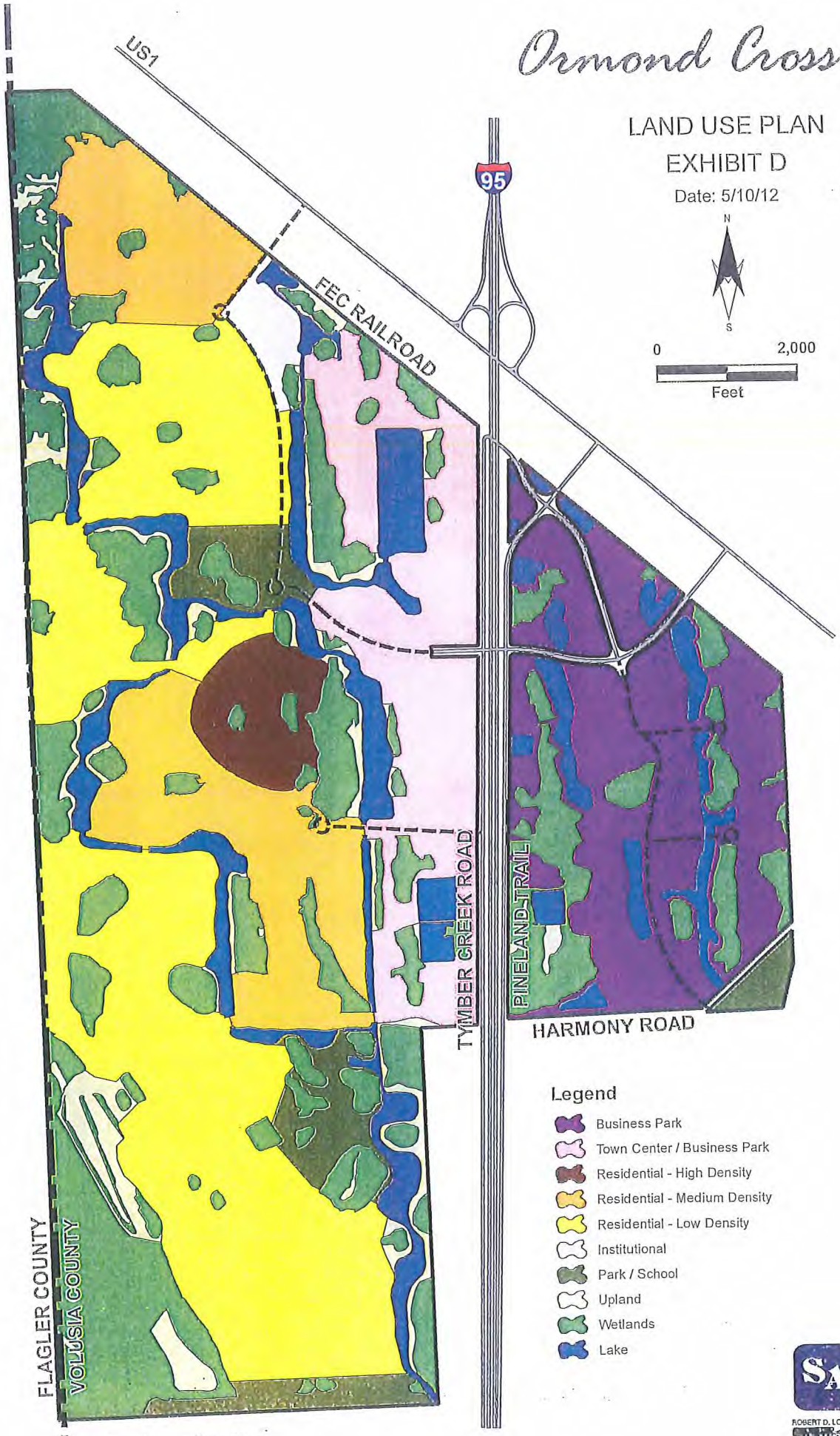
Ormond Crossings

LAND USE PLAN
EXHIBIT D
Date: 5/10/12



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LOHOEFER LAND PLANNER
PLANNING AND DESIGN

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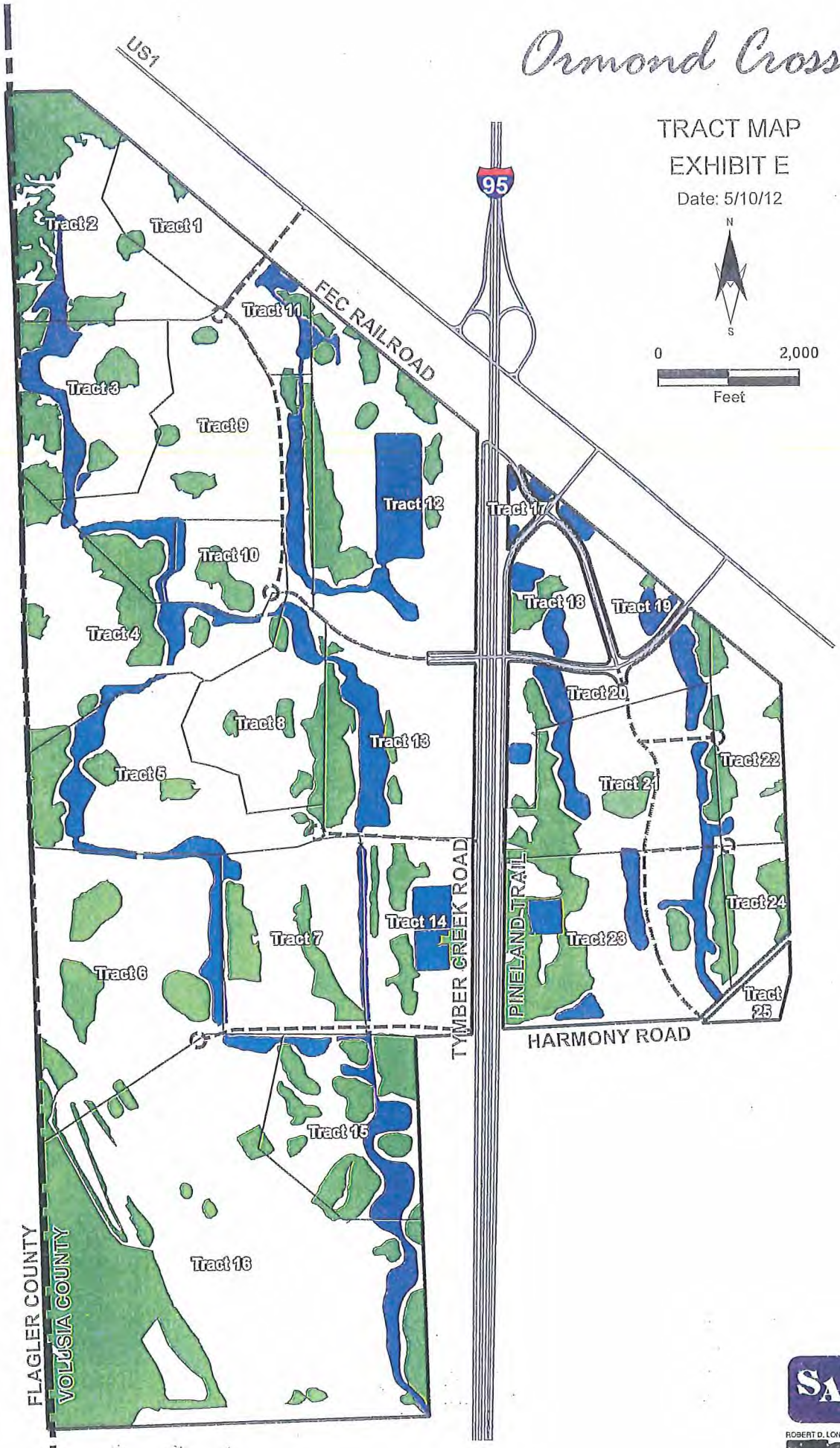
Ormond Crossings

TRACT MAP
EXHIBIT E
Date: 5/10/12



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

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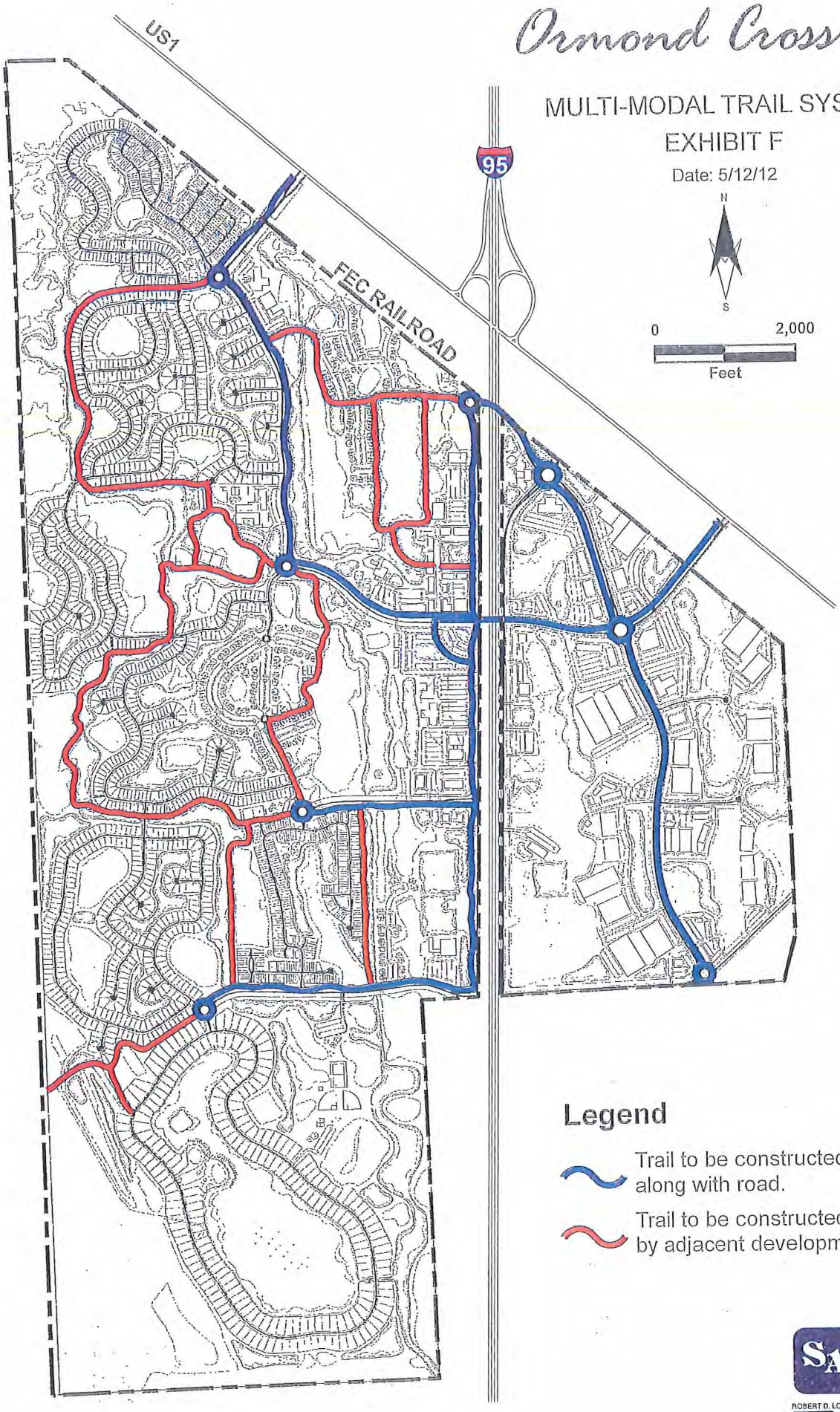
Ormond Crossings

MULTI-MODAL TRAIL SYSTEM
EXHIBIT F

Date: 5/12/12



Legend

- Trail to be constructed along with road.
- Trail to be constructed by adjacent development.

SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
PLANNING AND DESIGN
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644

Map Document: (M:\OrmondCrossings\ArcView\OC-Bikepath Plan.mxd)
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ATTACHMENT 2

Applicant Information

POULOS & BENNETT

Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

August 20, 2024
Via Tyler EnerGov Online Portal

City of Ormond Beach
Planning Department
22 South Beach Street,
Room 104
Ormond Beach, FL 32174

Subject: Ormond Crossings
Master Development Plan Text Change Amendment Request
Poulos & Bennett Job No. 23-091C

On behalf of the property owner, Ormond Crossing West, LLC, we are requesting text changes to the Master Development Plan included in Ordinance No. 2013-50. The text changes will facilitate Single Family – Detached Dwelling Units as an allowed use within the Residential-High Density Land Use area as shown on the approved Land Use Plan for Ormond Crossings.

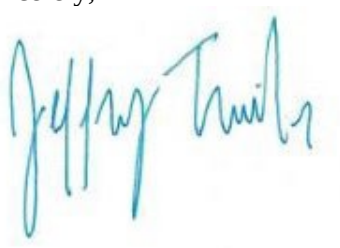
Meritage is the purchaser of a large portion of the residential lands within Ormond Crossings and there is a desire to develop the project as single-family residential lots at this time.

We are providing the following items for the review:

- City of Ormond Beach Public Hearing Application;
- Conceptual Site Plan;
- Edited pages of the Master Development Plan include in Ordinance No. 2013-50, additional text request highlighted;
- Owner Agent Authorization Form;
- Warranty Deed.

Please do not hesitate to contact me should you have any questions or should you require any additional information at (407) 487-2594 or planning@poulosandbennett.com.

Sincerely,



Jeffrey M. Trimble, P.E.
Poulos & Bennett, LLC

cc: Lee Susewitt
Brad Kline

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:*	Planned Development, major amendment *Complete fee sheet (page 3)		
Project Name:	Ormond Beach Text Amendment		
Project Address:	N US Hwy 1, Ormond Beach, FL 32174		
Volusia County parcel number(s):	See attached		
Description:	Request to change text in the existing zoning approval (Ordinance 2013-50); Meritage Homes is the purchaser of the residential land and would like to keep the entire project as single-family residential units.		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Poulos & Bennett, LLC
Address:	2602 E. Livingston Street
City, State, Zip code:	Orlando, FL 32803
Telephone:	407-487-2594
E-mail:	planning@poulosandbennett.com

APPLICANT INFORMATION

Same as project coordinator	☐	**Same as property owner**	☑
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☐
Name:	Ormond Crossing West LLC		
Address:	8 Ocean Place		
City, State, Zip code:	Highland Beach, FL 33487		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: Jamie T. Paulos

STATE OF FLORIDA

COUNTY OF Orange

The forgoing instrument was acknowledged before me this 14th day of August, 2024, by Jamie Paulos as Partner (title*) for Paulos & Bennett, LLC (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

CRYSTAL J. GARCIA
Notary Public, State Of Florida
Commission No. HH 234292
My Commission Expires: 2/28/2026

Crystal J. Garcia
Notary Public, State of Florida
My Commission Expires: HH 234292

* 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

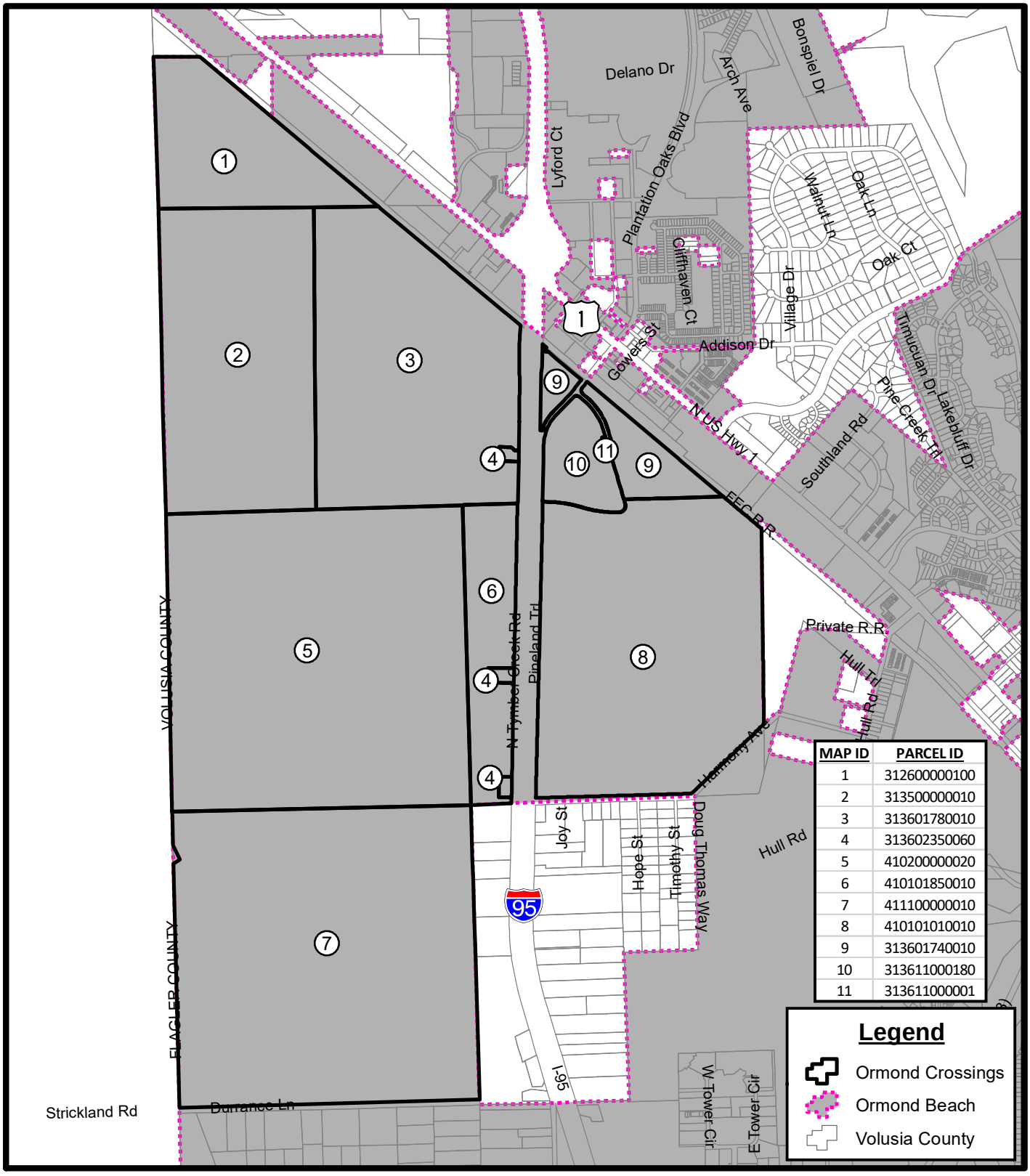
Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

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:		$3,400



PARCEL MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach

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(Transfer Amt $62,000,000.00)
Instrument# 2023262384 6 pages
Book: 8500 Page: 818
Electronically Recorded By
Volusia County Clerk of the Court

Prepared by and return to:
Frank A. (Alex) Ford, Jr.
Attorney at Law
Landis Graham French, P.A.
145 E. Rich Avenue Suite C
DeLand, FL 32724
386-734-3451
File Number: **73236-010**

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Special Warranty Deed

This Special Warranty Deed made this **5th** day of **December**, **2023** between **Tomoka Holdings, LLC, a Florida limited liability company,** whose post office address is P. O. Box 457, DeLand, FL 32721, grantor, and **Ormond Crossing West, LLC, a Florida limited liability company,** whose post office address is **8 Ocean Place, Highland Beach, FL 33487**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida**, to-wit:

SEE EXHIBIT "A"

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

[Signatures on following page]

Signed, sealed and delivered in our presence:

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Ave., Suite C, DeLand, FL, 32724

Tomoka Holdings, LLC

By: _____
Frank A. Ford, Manager

Witness Name: Sammie Liggett Dowling
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

Witness Name: Carolyn Imbriolo
Witness Address: 145 E. Rich Avenue, Suite C, DeLand, FL, 32724

By: _____
Elizabeth F. Williams, Manager

(Corporate Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 5th day of December, 2023 by Frank A. Ford, and Elizabeth F. Williams, Managers of Tomoka Holdings, LLC, a Florida limited liability company, on behalf of the company. They [X] are personally known to me or [_] have produced a driver's license as identification.

[Notary Seal]

SAMMIE L. DOWLING
MY COMMISSION # HH 396256
EXPIRES: May 18, 2027

Notary Public

Printed Name: Sammie L. Dowling

My Commission Expires: 5-18-27

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6345, PAGE 4708 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID EASTERLY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 49°43'49" EAST FOR A DISTANCE OF 6470.06 FEET; THENCE RUN SOUTH 49°50'25" EAST FOR A DISTANCE OF 932.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF TYMBER CREEK ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 699, PAGE 440 AND OFFICIAL RECORDS BOOK 530, PAGE 681 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 40°10'23" WEST FOR A DISTANCE OF 10.19 FEET; THENCE RUN SOUTH 49°49'37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 88°50'11" WEST FOR A DISTANCE OF 67.30 FEET; THENCE RUN SOUTH 00°55'22" WEST FOR A DISTANCE OF 275.37 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 400.82 FEET; THENCE RUN SOUTH 07°25'09" EAST FOR A DISTANCE OF 101.12 FEET; THENCE RUN SOUTH 01°06'42" WEST FOR A DISTANCE OF 799.18 FEET; THENCE RUN SOUTH 04°35'56" EAST FOR A DISTANCE OF 100.50 FEET; THENCE RUN SOUTH 01°08'34" WEST FOR A DISTANCE OF 404.77 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART C: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART C THE FOLLOWING BEARINGS AND DISTANCES: NORTH 88°51'17" WEST FOR A DISTANCE OF 90.37 FEET; THENCE RUN NORTH 48°53'44" WEST FOR A DISTANCE OF 84.50 FEET; THENCE RUN NORTH 88°51'17" WEST FOR A DISTANCE OF 271.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°33'19" EAST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 250.61 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'17" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 414.83 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE

FOR A DISTANCE OF 3665.93 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART B: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER 102 PART B FOR A DISTANCE OF 458.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 259.19 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 458.20 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1664.42 FEET TO THE NORTHEAST CORNER OF FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE PARCEL NUMBER 102 PART A: WATER RETENTION AREA, ACCORDING TO OFFICIAL RECORDS BOOK 4927, PAGE 2220 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN NORTH 88°51'26" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 102 PART A FOR A DISTANCE OF 230.06 FEET TO THE NORTHWEST CORNER THEREOF; THENCE RUN SOUTH 01°08'34" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 367.45 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE RUN SOUTH 88°51'26" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 230.06 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WESTERLY RIGHT OF WAY LINE OF SAID TYMBER CREEK ROAD; THENCE RUN SOUTH 01°08'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 98.73 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 87°44'51" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 719.52 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2663.63 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THENCE RETURNING TO THE WEST 1/4 CORNER OF SAID SECTION 26 FOR A POINT OF REFERENCE; THENCE N89°27'29"E FOR A DISTANCE OF 877.84 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W LINE; THENCE ALONG SAID RAILROAD R/W LINE S49°44'55"E FOR A DISTANCE OF 1520.47 FEET; THENCE DEPARTING SAID LINE N40°15'05"E FOR A DISTANCE OF 100.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FEC RAILROAD RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING #2 OF THIS DESCRIPTION; THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY N00°20'04"E FOR A DISTANCE OF 836.51 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1; THENCE ALONG SAID RIGHT-OF-WAY LINE S49°53'06"E FOR A DISTANCE OF 3192.98 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S40°00'43"W FOR A DISTANCE OF 649.82 FEET TO THE NORTHEASTERLY FEC RAILROAD RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE N49°44'06"W FOR A DISTANCE OF 2658.92 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2 OF THIS DESCRIPTION.

PARCEL 3:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 1, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 1, TOWNSHIP 14

SOUTH, RANGE 31 EAST, BEING THE POINT OF REFERENCE OF THIS DESCRIPTION; THENCE N01°27'41"W FOR A DISTANCE OF 1275.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S46°52'07"W FOR A DISTANCE OF 1856.69 FEET; THENCE S88°09'47"W FOR A DISTANCE OF 1257.91 FEET; THENCE S87°43'43"W FOR A DISTANCE OF 1488.77 FEET TO THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PINELAND TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE ALONG SAID R/W LINE THE FOLLOWING COURSES; THENCE N01°08'43"E FOR A DISTANCE OF 7579.63 FEET; THENCE N06°51'22"E FOR A DISTANCE OF 100.50 FEET; THENCE N01°08'43"E FOR A DISTANCE OF 272.58 FEET TO THE SOUTHWESTERLY FEC RAILROAD R/W; THENCE DEPARTING SAID R/W ALONG SAID RAILROAD R/W THE FOLLOWING COURSES; THENCE S49°50'43"E FOR A DISTANCE OF 916.69 FEET; THENCE N39°53'32"E FOR A DISTANCE OF 66.72 FEET; THENCE S49°51'31"E FOR A DISTANCE OF 3232.18 FEET; THENCE S49°55'22"E FOR A DISTANCE OF 809.22 FEET; THENCE DEPARTING SAID RAILROAD R/W S01°43'28"E FOR A DISTANCE OF 2062.26 FEET; THENCE S01°28.20"E FOR A DISTANCE OF 1376.21 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT ALL THAT PORTION LYING WITHIN SECURITY FIRST AT ORMOND CROSSINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 3 THROUGH 6, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 397.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S88°15'33"W FOR A DISTANCE OF 96.25 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100-FOOT RAILROAD RIGHT-OF-WAY); THENCE DEPARTING SAID SOUTHERLY SECTION LINE N49°55'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1125.65 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N40°11'59"E FOR A DISTANCE OF 101.24 FEET; THENCE N49°51'31"W FOR A DISTANCE OF 578.74 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 554.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (A 160-FOOT RIGHT-OF-WAY); AND THIS POINT BEING HEREAFTER KNOWN AS POINT "A" FOR CONVENIENCE; THENCE S49°50'28"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1777.34 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE S40°17'36"W FOR A DISTANCE OF 589.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 5:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, RETURN TO POINT "A"; THENCE N49°50'28"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S40°09'32"W FOR A DISTANCE OF 142.38 FEET ; THENCE N49°50'28"W FOR A DISTANCE OF 100.00 FEET; THENCE N40°09'32"E FOR A DISTANCE OF 142.38 FEET TO THE U.S. 1 RIGHT-OF-WAY; THENCE S49°50'28"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH THE FOLLOWING EASEMENT INTERESTS:

EASEMENT INTEREST "A": AERIAL EASEMENT FOR ORMOND CROSSINGS "A" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 2993, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S88°15'33"W ALONG THE SOUTHERLY LINE OF SAID SECTION 36 FOR A DISTANCE OF 494.20 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 839.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°06'11"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°51'31"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°06'11"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°51'31"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EASEMENT INTEREST "B": AERIAL EASEMENT FOR ORMOND CROSSINGS "B" AS SET FORTH UNDER AERIAL CROSSING EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6955, PAGE 3007, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED THEREIN AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND SOUTHWEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF SAID SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THENCE S89°52'11"W ALONG THE SOUTHERLY LINE OF SAID SECTION 26 FOR A DISTANCE OF 1252.97 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY SECTION LINE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE S40°15'54"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE N49°44'06"W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE N40°15'54"E FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S49°44'06"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 250.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

AGENT AUTHORIZATION FORM

I/WE, (PRINT PROPERTY OWNER NAME) Ormond Crossing West, LLC, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, Parcel # 410200000020, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Text Change Amendment, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 7/12/24 — Signature of Property Owner — Robert Sewell — Print Name Property Owner

Date: N/A — Signature of Property Owner: N/A — Print Name Property Owner: N/A

STATE OF ~~FLORIDA~~ MARYLAND :
COUNTY OF MONTGOMERY

I certify that the foregoing instrument was acknowledged before me this 12th day of August, 2024 by ROBERT SEWELL. He/she is personally known to me or has produced DELAWARE DRIVER'S LICENSE as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 12th day of August, in the year 2024.

Signature of Notary Public
Notary Public for the State of Florida

(Notary Seal)
MARYLAND
Notary Public - State of Maryland
Montgomery County
My Commission Expires Feb 7, 2025

My Commission Expires: 02/09/2025

Instrument# 2013-183892 # 15
Book: 6910
Page: 833

will be encouraged to provide an opportunity for a live-work-shop-play environment thereby reducing vehicle miles traveled from and to Ormond Crossings. The following land uses are authorized within the Town Center/Business Park Area: retail commercial; office; business/flex-space; storage; public/institutional; multi-family residential; and a community center.

- Residential-High Density Area

The Residential-High Density Area will accommodate a concentration of centrally located residential units adjacent to both the Town Center/Business Park Area and a Park/School Area where a future elementary school will be located. The following housing types are authorized within the Residential-High Density Area: condominiums; apartments; townhomes; and other types of attached residential units.

- Residential-Medium Density Areas

One of the Residential-Medium Density Areas will also accommodate a concentration of residential units near the Town Center/Business Park Area and the Park/School Area where a future elementary school will be located. The other Residential-Medium Density Area will accommodate a concentration of residential units at the northern entrance to Ormond Crossings near retail commercial and other business uses that are existing or planned along US-1. The following housing types are authorized within the Residential-Medium Density Areas: patio homes; zero lot line homes; townhomes; row homes; duplexes; triplexes; four-plexes; and condominiums.

- Residential-Low Density Areas

One of the Residential-Low Density Areas is adjacent to a Park/School Area providing for a diversity of residential housing types near a future elementary school. The other Residential-Low Density Area is located in the southwestern portion of Ormond Crossings

will be encouraged to provide an opportunity for a live-work-shop-play environment thereby reducing vehicle miles traveled from and to Ormond Crossings. The following land uses are authorized within the Town Center/Business Park Area: retail commercial; office; business/flex-space; storage; public/institutional; multi-family residential; and a community center.

- Residential-High Density Area

The Residential-High Density Area will accommodate a concentration of centrally located residential units adjacent to both the Town Center/Business Park Area and a Park/School Area where a future elementary school will be located. The following housing types are authorized within the Residential-High Density Area: single-family–detached, condominiums; apartments; townhomes; and other types of attached residential units.

- Residential-Medium Density Areas

One of the Residential-Medium Density Areas will also accommodate a concentration of residential units near the Town Center/Business Park Area and the Park/School Area where a future elementary school will be located. The other Residential-Medium Density Area will accommodate a concentration of residential units at the northern entrance to Ormond Crossings near retail commercial and other business uses that are existing or planned along US-1. The following housing types are authorized within the Residential-Medium Density Areas: patio homes; zero lot line homes; townhomes; row homes; duplexes; triplexes; four-plexes; and condominiums.

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Adopted PMUD Development Oder

LAND USE	BP	TC/BP		RLD	RMD	RHD	I	P/S
		Town Core	Town Business					
Golf Course/Country Club	X	X	X	P	P	P	X	X
Hospital	P	X	P	X	X	X	P	X
Non-emergency medical transport services	P	X	P	X	X	X	P	P
Adult Day Care Center	P	P	P	X	X	P	P	P
Adult Family Care Home	X	X	P	X	X	X	P	P
House of Worship	P	X	P	X	X	X	P	X
Parking Lot	P	P	P	P	P	P	P	P
Parking Garage	P	P	P	X	X	P	X	P
Parks and Recreation Facilities, Private	P	P	P	P	P	P	P	P
Parks and Recreation Facilities, Public	P	P	P	P	P	P	P	P
Public Facilities	P	P	P	P	P	P	P	P
Public Utilities	P	P	P	P	P	P	P	P
Recreation Facilities, Indoor	P	P	P	P	P	P	P	P
Recreation Facilities, Outdoor	P	P	P	P	P	P	P	P
Skating Center	P	X	P	X	X	X	X	P
Taxi Barn	P	X	P	X	X	X	X	X
Telecommunication Tower *	P	X	P	X	X	X	P	P
Telecommunication Tower/Antenna, Camouflaged *	P	P	P	P	P	P	P	P
School								
School of Art	P	P	P	X	X	X	P	P
School, Private	P	P	P	P	P	P	P	P
School, Public	P	P	P	P	P	P	P	P
Residential								
Accessory Residential Living Unit	X	X	X	P	P	X	X	X
Assisted Living Facility	X	X	P	X	P	P	P	X
Cluster Subdivision, Single-family	X	X	X	P	P	X	X	X
Community Residential Home	X	X	X	X	P	P	P	X
Dwelling, Duplex	X	X	X	P	P	P	X	X
Dwelling, Multi-family	X	P	P	X	P	P	X	X
Dwelling, Quadraplex	X	X	X	X	P	P	X	X
Dwelling, Single Family - Detached	X	X	X	P	P	X	X	X
Dwelling, Townhouse	X	P	X	X	P	P	X	X
Dwelling, Triplex	X	X	X	X	P	P	X	X
Family Day Care Home	X	X	P	P	P	P	P	X
Foster Home	X	X	P	P	P	P	P	X
Group Home	X	X	P	P	P	P	P	X
Nursing Home	X	X	P	X	P	P	P	X
Residential Over Retail Commercial or Office	X	P	P	X	X	X	X	X
Patio Home Subdivision	X	X	X	P	P	X	X	X

Residential - High Density Tract - Tract 8

Tables 1-4 are provided to calculate the conversion of residential or commercial to any other non-residential development use depicted in Section 6.0. In converting from one use to another use, excess trips may result and shall accrue to the benefit of the Developer. The excess trips may be used to increased the non-residential development use square footages provided in Section 6.0. For example, the conversion of 2,950 single-family units to all 55+ age qualified housing will result in excess trips which may then be used to support an increase in non-residential development use square footage. Non-residential development use square footages in Section 6.0 may be increased or decreased subject to the following restrictions:

1. Commercial uses shall not exceed 200,000 square feet;

2. Residential units of any single type or combination of types shall not exceed 2,950 dwelling units;

3. Development buildout shall not exceed 4,551 external trips

7.0 Tract Map.

For purposes of phasing development and transferring title of portions of Ormond Crossings to project developers and other third parties, Ormond Crossings is divided into 25 tracts as shown on the Tract Map that is attached as **Exhibit "E"** hereto (the "Tract Map"). Table 5 identifies the Zoning Area for each tract.

Table 5

Tract	Zoning Area
1	Residential-Medium Density
2	Residential-Medium Density
3	Residential-Low Density
4	Residential-Low Density
5	Residential-Medium Density
6	Residential-Low Density
7	Residential-Medium Density
8	Residential-High Density
9	Residential-Low Density



Map Document: (M:\OrmondCrossings\ArcView\OC-Tract Map 2010 0810.mxd)
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Park Area or an average of 0.35 FAR throughout the entire Business Park Area; and (iii) building heights shall not exceed 75 feet. Increasing the number of residential units and retail commercial uses is strictly prohibited.

Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available. Also, if, in the opinion of the City's Planning Director, the change could increase total off-site traffic impacts from Ormond Crossings (over 4,551 External Peak Hour Trips), the City's Planning Director may require the Developer to provide a traffic analysis, and if the traffic analysis reveals an increase in traffic impacts as a result of the proposed change, as a condition of the change of land use, the Developer shall be required to mitigate those additional impacts by increasing mitigation that is provided for in Section 2 of Part III of the Development Agreement to the satisfaction of the City's Planning Director.

7.0 Tract Map.

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5	Residential-Medium Density
6	Residential-Low Density
7	Residential-Medium Density

Tract	Zoning Area
8	Residential-High Density
9	Residential-Low Density
10	School/Park
11	Institutional
12	Town Center/Business Park
13	Town Center/Business Park
14	Town Center/Business Park
15	School/Park
16	Residential-Low Density
17	Business Park
18	Business Park
19	Business Park
20	Business Park
21	Business Park
22	Business Park
23	Business Park
24	Business Park
25	School/Park

References herein to tracts or a specifically numbered Tract or Tracts shall be to the tracts as shown on the Tract Map.

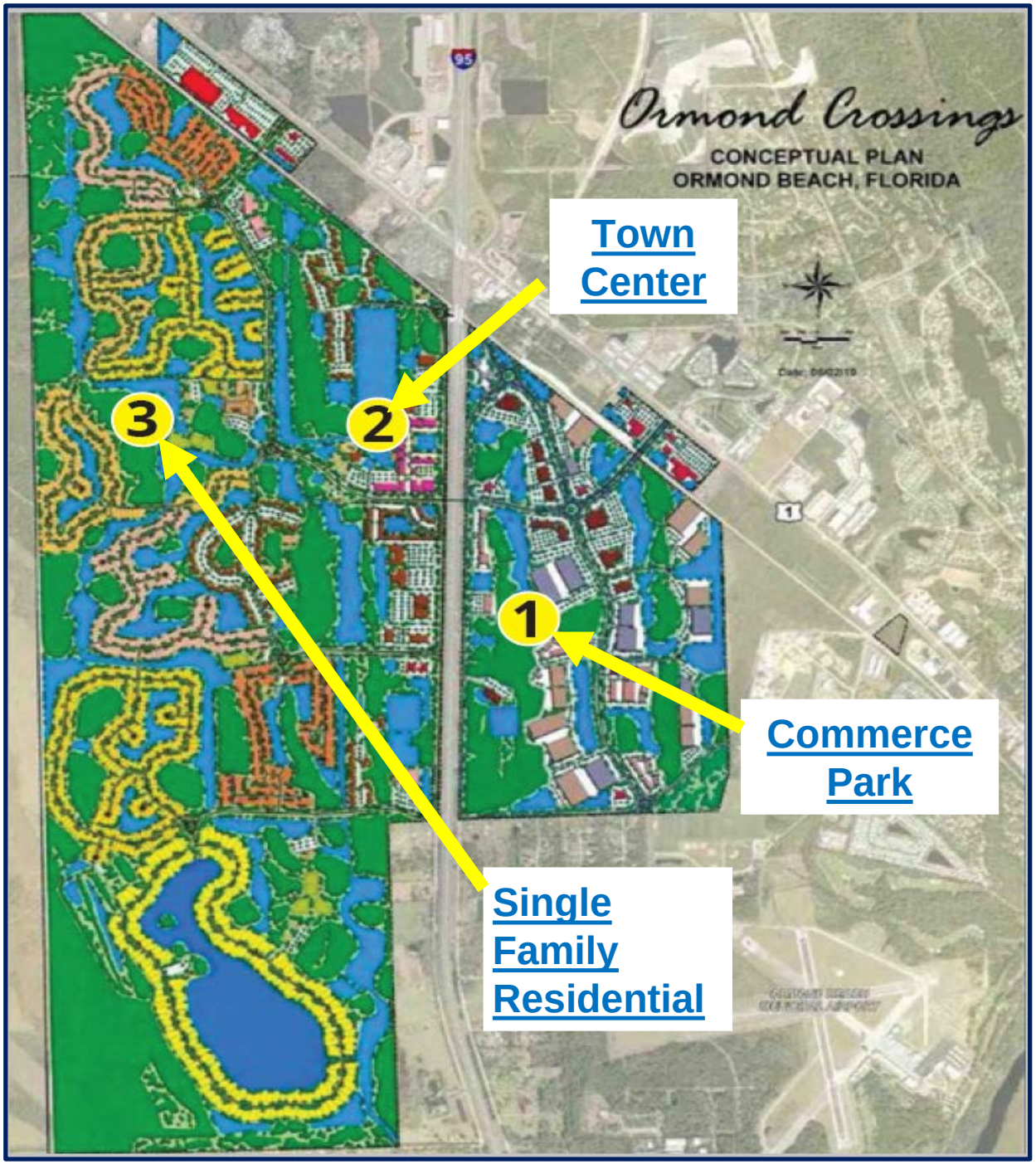
8.0 Land Use Compatibility.

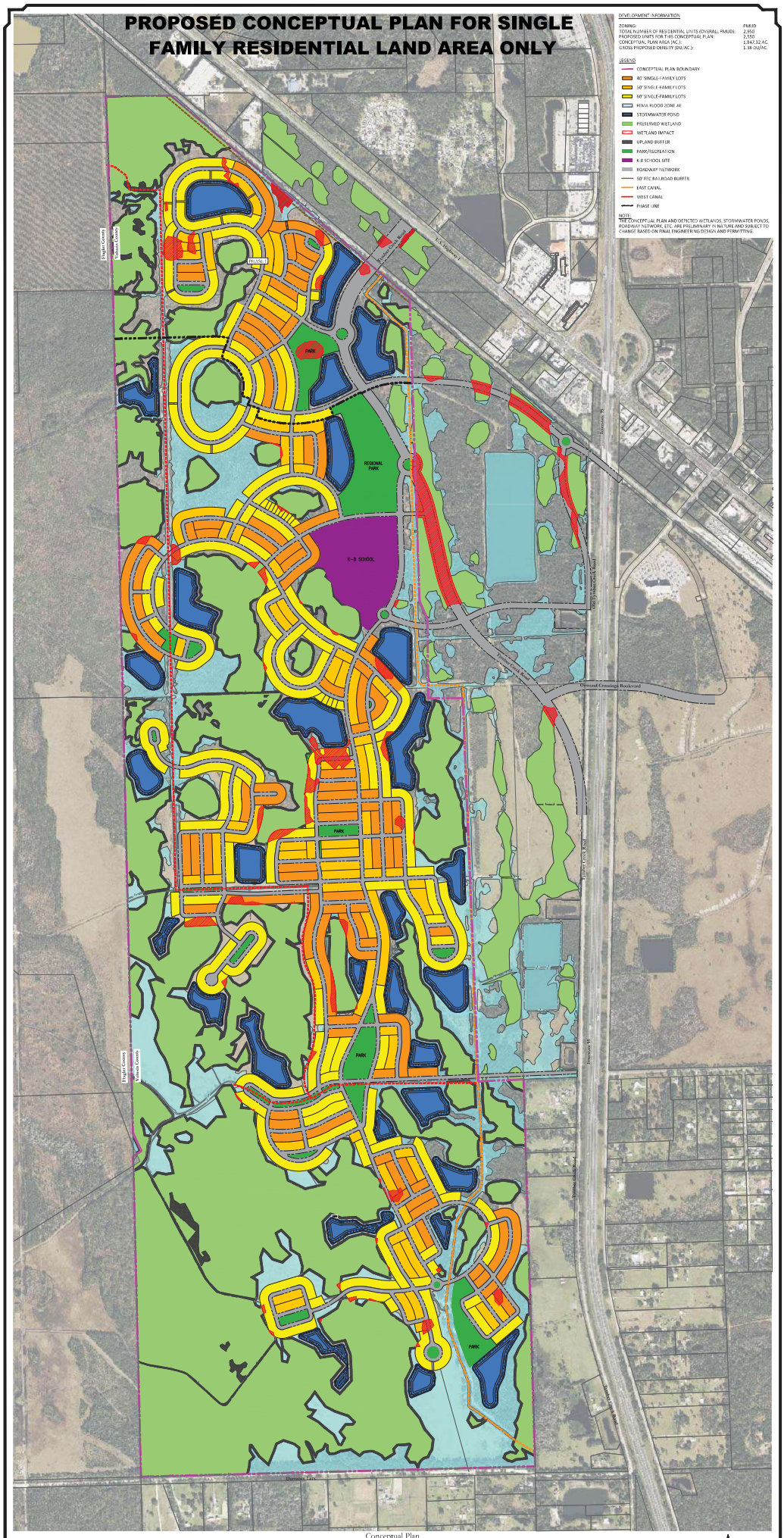
Ormond Crossings was planned to provide compatible land uses and avoid land use and traffic impact conflicts, as evidenced by the Land Use Plan and the Conceptual Plan. Nevertheless, in the event of a potential conflict involving land uses or traffic impacts, the appropriate of the following mitigation options, as determined by the City's Planning Director, shall be provided as a condition of preliminary site plan approval:

Proposed amendment

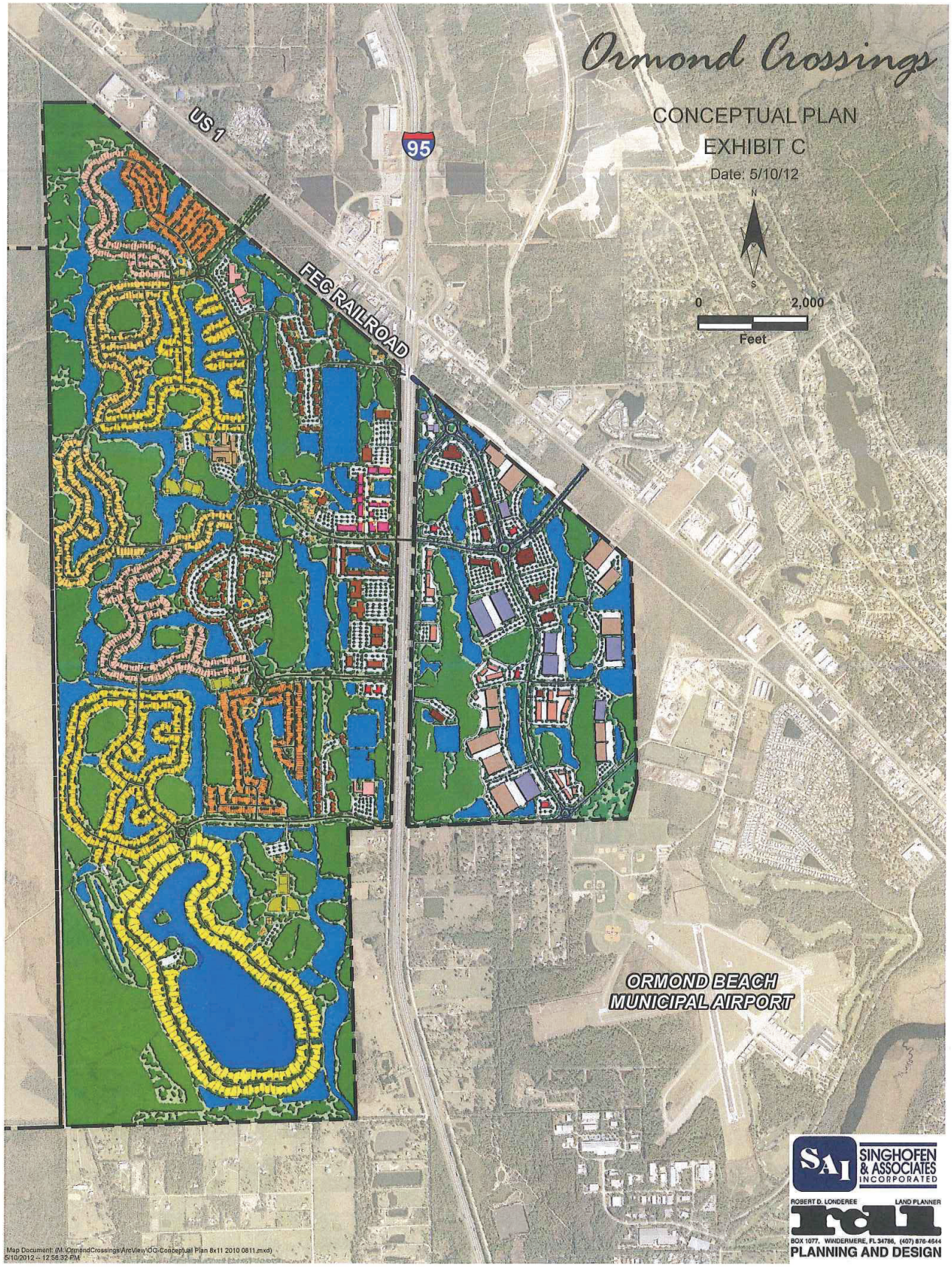
LAND USE	BP	TC/BP		RLD	RMD	RIID	I	PIS
		Tow n Core	Town Business					
Golf Course/Country Club	X	X	X	p	p	p	X	X
Hospital	p	X	p	X	X	X	p	X
Non-emergency medical transport services	p	X	p	X	X	X	p	p
Adult Dav Care Center	p	p	p	X	X	p	p	p
Adult Family Care Home	X	X	p	X	X	X	p	p
House of Worship	p	X	p	X	X	X	p	X
Parking Lot	p	p	p	p	p	p	p	p
Parking Garage	p	p	p	X	X	p	X	p
Parks and Recreation Facilities, Private	p	p	p	p	p	p	p	p
Parks and Recreation Facilities, Public	p	p	p	p	p	p	p	p
Public Facilities	p	p	p	p	p	p	p	p
Public Utilities	p	p	p	p	p	p	p	p
Recreation Facilities, Indoor	p	p	p	p	p	p	p	p
Recreation Facilities, Outdoor	p	p	p	p	p	p	p	p
Skating Center	p	X	p	X	X	X	X	p
Taxi Barn	p	X	p	X	X	X	X	X
Telecommunication Tower *	p	X	p	X	X	X	p	p
Telecommunication Tower/Antenna, Camouflaged *	p	p	p	p	p	p	p	p
School								
School of Art	p	p	p	X	X	X	p	p
School, Private	p	p	p	p	p	p	p	p
School, Public	p	p	p	p	p	p	p	p
Residential								
Accessory Residential Living Unit	X	X	X	p	p	X	X	X
Assisted Living Facility	X	X	p	X	p	p	p	X
Cluster Subdivision, Single-family	X	X	X	p	p	X	X	X
Community Residential Home	X	X	X	X	p	p	p	X
Dwelling, Duplex	X	X	X	p	p	p	X	X
Dwelling, Multi-family	X	p	p	X	p	p	X	X
Dwelling, Quadraplex	X	X	X	X	p	p	X	X
Dwelling, Single Family - Detached	X	X	X	p	p	p	X	X
Dwelling, Townhouse	X	p	X	X	p	p	X	X
Dwelling, Triplex	X	X	X	X	p	p	X	X
Family Day Care Home	X	X	p	p	p	p	p	X
Foster Home	X	X	p	p	p	p	p	X
Group Home	X	X	p	p	p	p	p	X
Nursing Home	X	X	p	X	p	p	p	X
Residential Over Retail Commercial or Office	X	p	p	X	X	X	X	X
Patio Home Subdivision	X	X	X	p	p	X	X	X

Switch "X" (not allowed) to "P" (permitted) for RHD


Ormond Crossings
CONCEPTUAL PLAN
ORMOND BEACH, FLORIDA
Town Center
Commerce Park
Single Family Residential
1
2
3


PROPOSED CONCEPTUAL PLAN FOR SINGLE FAMILY RESIDENTIAL LAND AREA ONLY
DEVELOPMENT INFORMATION
ZONING: PMUD
TOTAL NUMBER OF RESIDENTIAL UNITS (OVERALL PMUD): 2,950
PROPOSED UNITS FOR THIS CONCEPTUAL PLAN: 2,550
CONCEPTUAL PLAN AREA (AC.): 1,847.52 AC.
GROSS PROPOSED DENSITY (DU/AC.): 1.38 DU/AC.
LEGEND
CONCEPTUAL PLAN BOUNDARY
40' SINGLE-FAMILY LOTS
50' SINGLE-FAMILY LOTS
60' SINGLE-FAMILY LOTS
FEMA FLOOD ZONE AE
STORMWATER POND
PRESERVED WETLAND
WETLAND IMPACT
UPLAND BUFFER
PARK/RECREATION
K-8 SCHOOL SITE
ROADWAY NETWORK
50' FEC RAILROAD BUFFER
EAST CANAL
WEST CANAL
PHASE LINE
NOTE:
THE CONCEPTUAL PLAN AND DEPICTED WETLANDS, STORMWATER PONDS, ROADWAY NETWORK, ETC. ARE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL ENGINEERING DESIGN AND PERMITTING.
PHASE 1
PARK
REGIONAL PARK
K-8 SCHOOL
Ormond Crossings Boulevard
Flagler County
Volusia County
Conceptual Plan
Ormond Crossings West
POULOS & BENNETT
SCALE IN FEET
Exhibit 1

APPROVED CONCEPTUAL PLAN, ORDINANCE 2013-50



ATTACHMENT 3

Approved Planned Mixed Use Development, Ordinance 2013-50

09/23/2013 01:46 PM
Instrument# 2013-183891 # 1
Book: 6910
Page: 808

ORDINANCE NO. 2013-50

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE 2,924 ACRES± OF REAL PROPERTY LOCATED WEST AND SOUTH OF THE F.E.C. RAILROAD, EAST OF THE FLAGLER COUNTY BOUNDARY LINE, AND NORTH OF DURRANCE LANE AND HARMONY AVENUE, FROM VOLUSIA COUNTY A-1 (PRIME AGRICULTURE) AND A-2 (RURAL AGRICULTURE) TO ORMOND BEACH PMUD (PLANNED MIXED USE DEVELOPMENT), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; APPROVING A MASTER DEVELOPMENT PLAN TO BE KNOWN AS "ORMOND CROSSINGS"; ESTABLISHING CONDITIONS THEREFORE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Tomoka Holdings, LLC, a Florida limited liability company has initiated this Ordinance to rezone 2,924 acres± of privately-owned real property located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and, and

WHEREAS, the property consists of approximately 2,924 acres± of real property and is zoned Volusia County A-1 (Prime Agriculture) and A-2 (Rural Agriculture), and

WHEREAS, the said parcel or real property involves more than ten (10) contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15D, of the *Land Development Code*, following which it recommended the approval of the application for rezoning to PMUD (Planned Mixed Use Development), and

WHEREAS, the City Commission held a public hearing regarding this mater as required by Section 166.041(3)(c)(2) and 166.041(3)(2)(1), *Florida Statues*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds, based on substantial competence evidence, that the application to rezone the Property from Volusia County A-1 (Prime Agriculture) and A-2 (Rural Agriculture) to Ormond Beach (Planned Mixed Use Development) to be consistent with the Future Land Use Element, the Future Land Use Map of the City's adopted *Comprehensive Plan*, the City's *Land Development Code,* and that it is consistent with the general laws of Florida, and

WHEREAS, the Applicant has also submitted an application for a Master Plan Development for the Planned Mixed Use Development zoning designation (the "Project") pertaining to the Property, and

WHEREAS, the Master Development Plan provides a land use plan and a tract map to establish the uses and the dimensional standards within the proposed Project, and

WHEREAS, the City Commission has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee; and

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of a Development Order for a Planned Business Development, that there is competent substantial evidence to support the following:

(1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the PMUD (Planned Mixed Use Development) zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to, roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

(10) The testimony provided at public hearings,

WHEREAS, the City Commission in accordance with Chapter 2, District and General Regulation, of Article II, District Regulations, of Section 2-38 Planned Mixed Use Development (PMUD), of the *Land Development Code*, may base its conditions of approval or denial of the issuance of a master development plan on specific design guidelines that are established to ensure that requests to rezone to PMUD include a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:

a. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy

area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;

b. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;

c. Establish shared parking, access and loading facilities, as practical, in an effort to reduce impervious surfaces;

d. Promote vehicular, pedestrian, and nonvehicular movement throughout the activity center;

e. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and

f. Use common frontage/service roads where appropriate; and

g. Use shared or joint facilities, such as stormwater, bus stops and utility easements.

now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The request of Tomoka Holdings, LLC, a Florida limited liability company, the property owner, to rezone the Property is hereby granted, and the Official Zoning Map of the City of Ormond Beach, is hereby amended in accordance with Article 1, Establishment of Zoning Districts and Official Zoning Map, Section 2-01, Establishment of Zoning Districts and Official Zoning Map, of the *Land Development Code,* by changing the zoning classification of the Property, which is more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, from Volusia County A-1

(Prime Agriculture) and A-2 (Rural Agriculture) to Ormond Beach PMUD (Planned Mixed Use Development).

SECTION TWO. The property hereby rezoned consists of approximately 2,924 acres± of real property located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue.

SECTION THREE. The City Commission does hereby approve, authorize and direct the revision of the City's Official Zoning Map to show the classification for the area as hereby zoned as depicted in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION FOUR. The City Commission further approves a Master Development Plan Development Order for a Planned Mixed Use Development to be known as "Ormond Crossings", in accordance with that development order attached hereto and incorporated herein by reference.

SECTION FIVE. The Mayor and the City Manager are authorized and directed to execute and issue the attached Master Development Plan Development Order for the Planned Mixed Use Development.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 20th day of August, 2013.

Instrument# 2013-183891 # 7
Book: 6910
Page: 814

PASSED UPON at the second and final reading of the City Commission, this 3rd day of September, 2013.

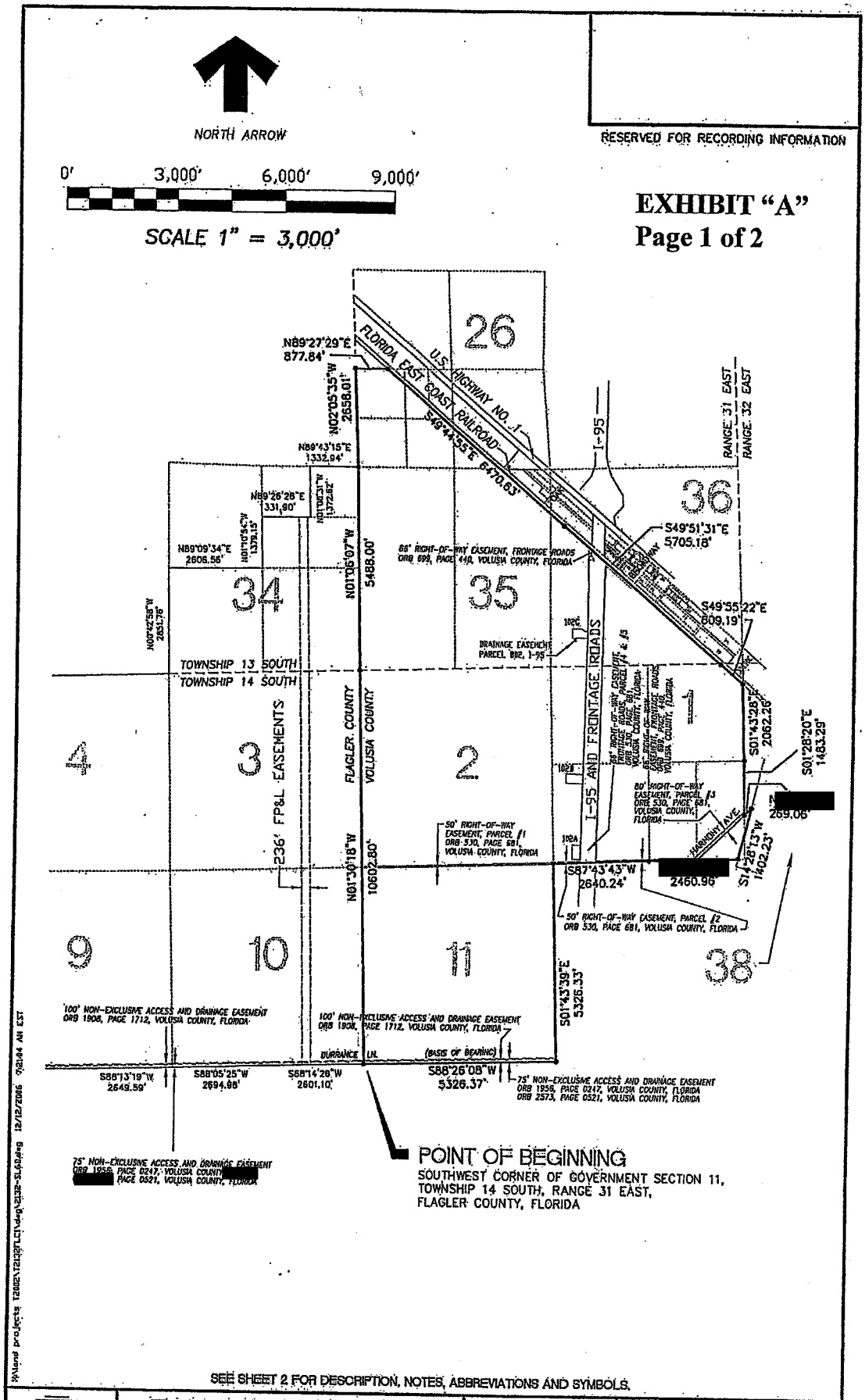
ED KELLEY
Mayor

ATTEST:

J. SCOTT McKEE
City Clerk

S:\Legal\CITY COMMISSION ITEMS\ORDINANCE\2013\08-20-13\13-050A - ORMOND CROSSINGS REZONING VC A-1 & A-2 TO COB PMUD AND MASTER PLAN ADOPTION - ORD P13-0159G.docx/8/13/2013 3:17:48 PM

Instrument# 2013-183891 # 8
Book: 6910
Page: 815



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

LB #2232

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 38[redacted] Fax: [redacted]
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6B
DATE:	05/05/2005
SHEET NO.	1 OF 2

Instrument# 2013-183891 # 9
Book: 6910
Page: 816

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

EXHIBIT "A"
PAGE 2 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND located IN GOVERNMENT SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N01°30'18"W, A DISTANCE OF 10,602.80 FEET; THENCE N01°06'07"E, A DISTANCE OF 5,488.00 FEET; THENCE N02°05'35"W, A DISTANCE OF 2,658.01 FEET;
THENCE N89°27'29"E, A DISTANCE OF 877.84 FEET; THENCE S49°44'55"E, A DISTANCE OF 6,470.63 FEET; THENCE S49°51'31"E, A DISTANCE OF 5,705.18 FEET; THENCE S49°55'22"E, A DISTANCE OF 809.19 FEET; THENCE S01°43'28"E, A DISTANCE OF 2,062.26 FEET; THENCE S01°28'20"E, A DISTANCE OF 1,483.29 FEET; THENCE N46°51'21"E, A DISTANCE OF 269.06 FEET; THENCE S14°28'13"W, A DISTANCE OF 1,402.23 FEET; THENCE S88°09'47"W, A DISTANCE OF 2,460.96 FEET; THENCE S87°43'43"W, A DISTANCE OF 2,640.24 FEET; THENCE S01°43'39"E, A DISTANCE OF 5,326.33 FEET; THENCE S88°26'08"W, A DISTANCE OF 5,326.37 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 2,937.53 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF of harmony road (50' and 80') lying east of interstate highway I-95, further described in or book 530, pages 681 through 683 inclusive, of the public records of volisia county, florida, containing 283,918 sq. ft. or 6.52 acres more or less;

less and except florida department of transportation drainage areas 102a, 102b, 102c, further described in or book 4989, pages 2218 through 2220 inclusive, of the public records of volusia county, florida, containing 301,957 sq. ft. or 6.93 acres more or less;

THE AGGREGATE contains 2,924.08 acres more or less.

K:\land projects T2132\T2132FLCI.dwg 12/12/2006 7:22:04 AM EST

12/12/06

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING S88°26'08"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

SIGNED: _____
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER # 6105

ABBREVIATIONS

C=CURVE	S/SECT=SECTION	PCP=PERMANENT CONTROL POINT	PRM=PERMANENT REFERENCE MONUMENT
Δ=DELTA	R/RNG=RANGE	PC=POINT OF CURVE	PLS=PROFESSIONAL LAND SURVEYOR
R=RADIUS	T/TWP=TOWNSHIP	PT=POINT OF TANGENCY	PE=PROFESSIONAL ENGINEER
L=LENGTH	I.D=IDENTIFICATION	PI=POINT OF INTERSECTION	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CONC=CONCRETE	PB=PLAT BOOK	FFE=FINISH FLOOR ELEVATION
TB=TANGENT BEARING	(R)=RECORD	PG=PAGE	(NR)=NON-RADIAL
CB=CHORD BEARING	(F)=FIELD MEASURED	POB=POINT OF BEGINNING	(RAD)=RADIAL
R/W=RIGHT OF WAY	U.E.=UTILITY EASEMENT	POC=POINT OF COMMENCEMENT	A/C=AIR CONDITIONER UNIT
℄=CENTER LINE		MB=MAP BOOK	

LB #2232

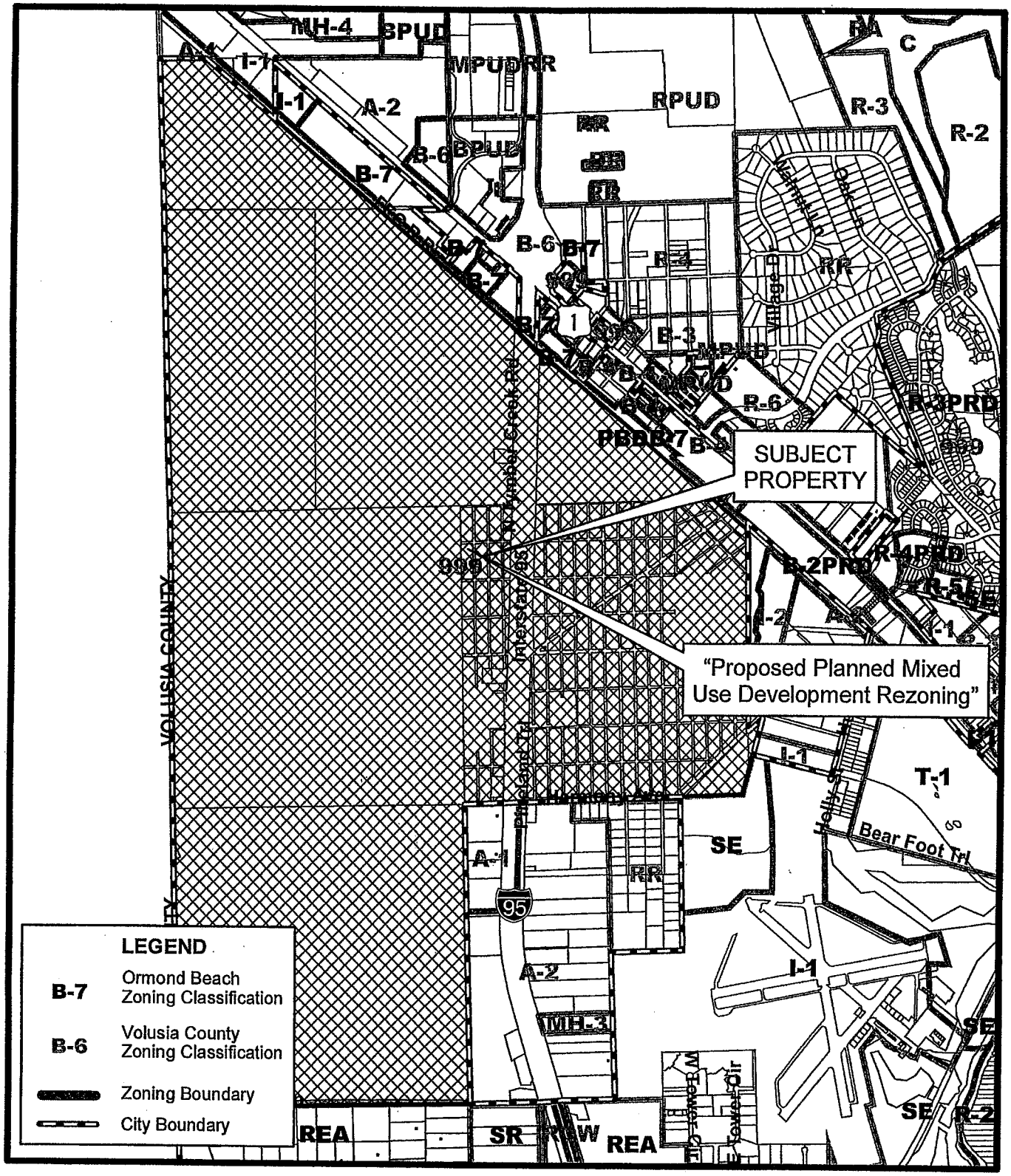
TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone: [redacted] Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6
DATE	05/05/2006
SHEET NO.	2 OF 2

Instrument# 2013-183891 # 10
Book: 6910
Page: 817

EXHIBIT "B"



PROPOSED REZONING MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - July 19, 2013

N
W E
S
N.T.S.

Instrument# 2013-183891 # 11
Book: 6910
Page: 818
Diane M. Matousek
Volusia County, Clerk of Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, J. Scott McKee, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2013-50 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 5th day of September 2013.

CITY OF ORMOND BEACH FLORIDA SEAL

J. Scott McKee
City Clerk
CITY OF ORMOND BEACH, FLORIDA

09/23/2013 01:46 PM
Instrument# 2013-183892 # 1
Book: 6910
Page: 819

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE: Application of: Tomoka Holdings, LLC., a Florida limited liability company
PMUD: 10-134
"Ormond Crossings" Planned Mixed Use Development
Location: West and south of the F.E.C. railroad, east of the Flagler County boundary line and north of Durrance Lane and Harmony Avenue

MASTER DEVELOPMENT PLAN DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on August 20, 2013 and September 3, 2013, and the City Commission having considered those items as required by Section 1-18(D)(2) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the PMUD (Planned Mixed Use Development) zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to, roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

10. The testimony provided at public hearings.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Tomoka Holdings, LLC., a Florida limited liability company, the property owner, for a Master Development Plan Development Order for a Planned Mixed Use Development (PMUD) to be known as "Ormond Crossings", to allow the development of the project pursuant to the Ormond Crossings Development Agreement which approved 2,950 residential units, 3,050,000 square feet of commercial/office/industrial space, 165,000 square feet of institutional square feet, and one elementary school, on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-38, PMUD, Planned Mixed Use Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. Incorporates the uses and dimensional standards established within the Master Development Plan attached hereto as Exhibit "B" and incorporated herein by reference;

B. The final plans for the development project shall be consistent with the Master Development Plan attached hereto as Exhibit "B".

C. All site construction activity shall be performed in strict compliance with the terms and conditions of the Master Development Plan attached hereto as Exhibit "B" approved for this development project, and of the *Land Development Code*.

D. This Master Development Plan Development Order for the Planned Mixed Use Development shall be recorded in the public records of Volusia County, Florida, at the expense of the Applicant; shall be binding upon the Applicant, including its successors and assigns, and shall run with the real property legally described in Exhibit "A" attached hereto incorporated herein by reference.

ORDERED this 3rd day of September, 2013.

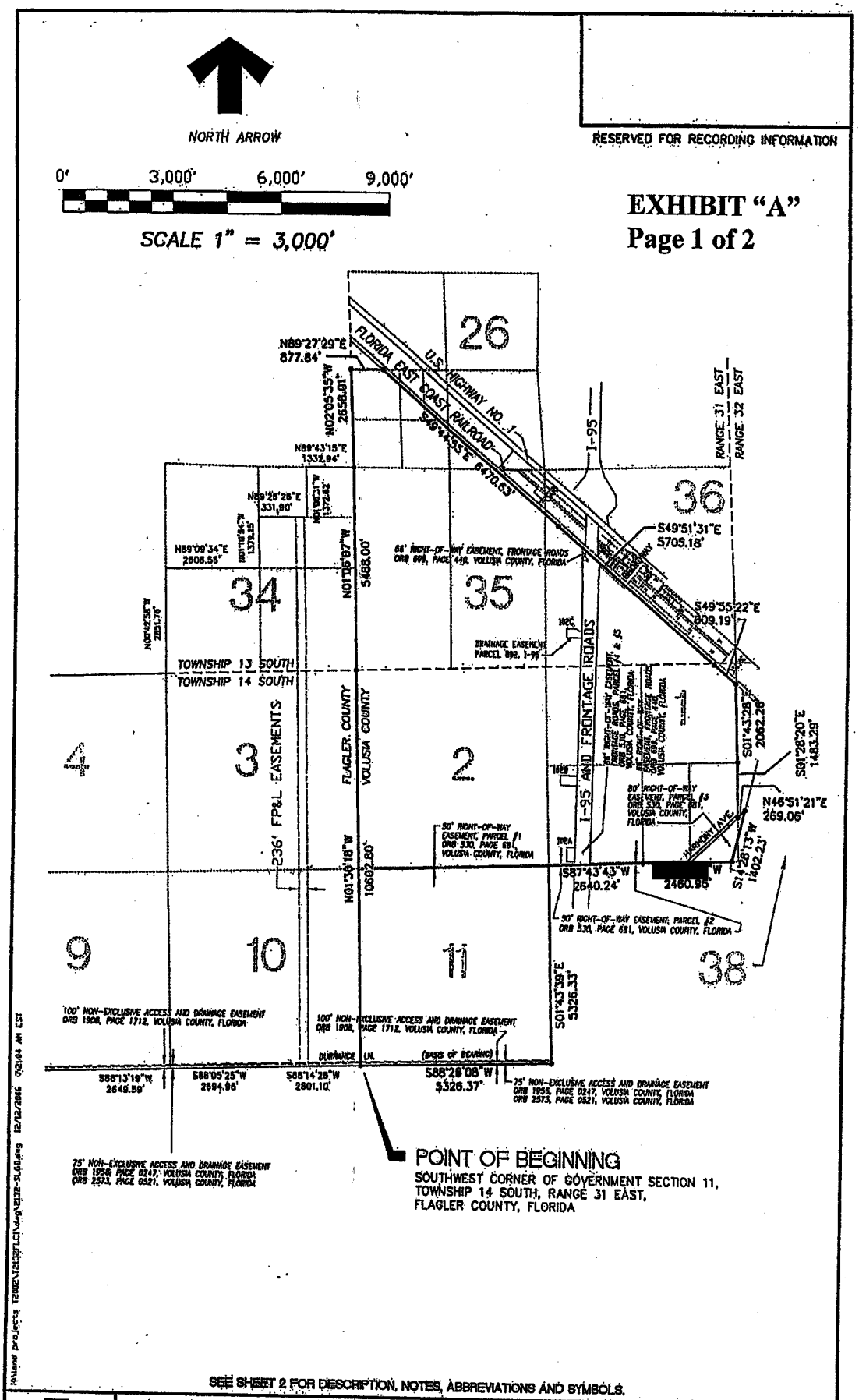
CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: _____
ED KELLEY
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

Instrument# 2013-183892 # 4
Book: 6910
Page: 822



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: [redacted] Fax: [redacted]
email: [redacted] website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6B
DATE	05/05/2005
SHEET NO.	1 OF 2

Instrument# 2013-183892 # 5
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SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

EXHIBIT "A"
PAGE 2 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND located IN GOVERNMENT SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N01°30'18"W, A DISTANCE OF 10,602.80 FEET; THENCE N01°06'07"E, A DISTANCE OF 5,488.00 FEET; THENCE N02°05'35"W, A DISTANCE OF 2,658.01 FEET; THENCE N89°27'29"E, A DISTANCE OF 877.84 FEET; THENCE S49°44'55"E, A DISTANCE OF 6,470.63 FEET; THENCE S49°51'31"E, A DISTANCE OF 5,705.18 FEET; THENCE S49°55'22"E, A DISTANCE OF 809.19 FEET; THENCE S01°43'28"E, A DISTANCE OF 2,062.26 FEET; THENCE S01°28'20"E, A DISTANCE OF 1,483.29 FEET; THENCE N[redacted], A DISTANCE OF 269.06 FEET; THENCE S14°28'13"W, A DISTANCE OF 1,402.23 FEET; THENCE S88°09'47"W, A DISTANCE OF 2,460.96 FEET; THENCE S87°43'43"W, A DISTANCE OF 2,640.24 FEET; THENCE S01°43'39"E, A DISTANCE OF 5,326.33 FEET; THENCE S88°26'08"W, A DISTANCE OF 5,326.37 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 2,937.53 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF of harmony road (50' and 80') lying east of interstate highway I-95, further described in or book 530, pages 681 through 683 inclusive, of the public records of volisia county, florida, containing 283,918 sq. ft. or 6.52 acres more or less;

less and except florida department of transportation drainage areas 102a, 102b, 102c, further described in or book 4989, pages 2218 through 2220 inclusive, of the public records of volusia county, florida, containing 301,957 sq. ft. or 6.93 acres more or less;

THE AGGREGATE containS 2,924.08 acres more or less.

H:\land projects T2002\T2132FLCI\dwg\2132-SLG.dwg 12/12/2006 7:21:04 AM EST

12/12/06

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING S88°26'08"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

SIGNED: Kenneth J. Kuhar
KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER # 6105

ABBREVIATIONS

C=CURVE
D=DELTA
R=RADIUS
[redacted]
CH=CHORD
TB=TANGENT BEARING
CB=CHORD BEARING
R/W=RIGHT OF WAY
℄=CENTER LINE
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
I.D=IDENTIFICATION
CONC=CONCRETE
(R)=RECORD
(F)=FIELD MEASURED
U.E.=UTILITY EASEMENT
PCP=PERMANENT CONTROL POINT
PC=POINT OF CURVE
PT=POINT OF TANGENCY
PI=POINT OF INTERSECTION
PB=PLAT BOOK
PG=PAGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
MB=MAP BOOK
PRM=PERMANENT REFERENCE MONUMENT
PLS=PROFESSIONAL LAND SURVEYOR
PE=PROFESSIONAL ENGINEER
ORB=OFFICIAL RECORD BOOK
FFE=FINISH FLOOR ELEVATION
(NR)=NON-RADIAL
(RAD)=RADIAL
A/C=AIR CONDITIONER UNIT

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Off[redacted]Ridgewood Ave., Daytona Beach, FL 32114
Phone: [redacted] Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com
LB #2232

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	[redacted]
DATE:	05/05/2005
SHEET NO.	2 OF 2

Instrument# 2013-183892 # 6
Book: 6910
Page: 824

EXHIBIT "B"
MASTER DEVELOPMENT PLAN

Instrument# 2013-183892 # 7
Book: 6910
Page: 825

Ormond Crossings

MASTER DEVELOPMENT PLAN

May 2, 2013

Instrument# 2013-183892 # 8
Book: 6910
Page: 826

ORMOND CROSSINGS
MASTER DEVELOPMENT PLAN

This Ormond Crossings MASTER DEVELOPMENT PLAN (this "MDP ") is made and entered into as of the 17th day of September 2013, by and between **Tomoka Holdings, LLC**, a Florida limited liability company, having an address at 145 City Place, Suite 300, Palm Coast, Florida 32164 (the "Developer") and the **City of Ormond Beach**, a Florida municipal corporation, having an address at P.O. Box 277, Ormond Beach, Florida 32175-0277 (the "City").

RECITALS

A. In December 2002, the Developer acquired a tract of land that includes 2,924 acres that are located in the City on which the Developer plans to develop a mixed-use project known as Ormond Crossings ("Ormond Crossings"). Ormond Crossings is bisected by I-95 and the Florida East Coast rail line and is bordered to the east by US-1. The legal description of Ormond Crossings is attached as **Exhibit "A"** hereto.

B. Ormond Crossings is designated Activity Center on the Future Land Use Map in the City's Comprehensive Land Use Plan and is subject to the Ormond Crossings Development Agreement that was entered into between the Developer and the City on February 19, 2010, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, *Florida Statutes* ("Development Agreement").

C. Section 3 of Part II of the Development Agreement provides that within six (6) months following the effective date of the Development Agreement, the Developer shall submit

an application to the City to rezone Ormond Crossings to Planned Mixed-Use Development ("PMUD") which shall supersede the City's Land Development Code with respect to Ormond Crossings.

D. In compliance with the Development Agreement, on or before August 16, 2010, Developer applied to the City to rezone Ormond Crossings to PMUD.

E. The City Commission finds that this MDP is consistent with the Development Agreement, the City's Comprehensive Plan and Land Development Code, subject to exceptions provided for in this MDP, and also finds that the conditions, terms, restrictions and requirements set forth herein are necessary for the protection of the public's health, safety and welfare of the citizens of the City.

F. The City Commission further finds that this MDP is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, *Florida Statutes*; the City Charter, or other controlling law; and the City's police powers.

G. This MDP is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes.*

H. Whenever an action or approval of the City is referred to herein, except for actions specifically required by the City Commission or the City's Planning Director, the action or approval shall be taken by the City Manager, or designee.

I. All covenants and conditions set forth herein are agreed to by the Developer and represent covenants which touch and concern Ormond Crossings and run with the land and are thereby binding upon the transferees, successors and assigns of the Developer.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and Developer that Developer's application to rezone Ormond Crossings to PMUD is approved subject to the following terms and conditions:

1.0 Incorporation of Recitals and Development Agreement.

The above Recitals are true and correct and the above Recitals and the Development Agreement are both incorporated herein by this reference and form a material part of this MDP upon which the City and the Developer have relied. The table that is attached as **Exhibit "B"** hereto lists Developer's commitments as provided for in the Development Agreement. In the event of any conflict between this MDP and the provisions of the Development Agreement, the Development Agreement shall prevail. In the event of any conflict between the MDP and the provisions of the 2010-25 Comprehensive Plan in effect at the time the MDP is approved, the 2010-25 Comprehensive Plan shall prevail.

2.0 Representations of Developer.

2.1 The Developer hereby represents and warrants to the City that it is the owner of Ormond Crossings and that the title to Ormond Crossings is free of all liens, mortgages and other encumbrances.

2.2 The Developer represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this MDP; that all acts, approvals, procedures and similar matters required in order to authorize this MDP have been taken, obtained or followed, as the case may be; that this MDP and the proposed performance of this MDP by the Developer is not an *ultra vires* act; and that, upon the execution of this MDP by the parties, this MDP shall be valid and binding upon the parties hereto and their successors in interest.

3.0 Ormond Crossings Conceptual Plan.

Subject to the provisions of Section 4.0 below, Ormond Crossings shall be developed substantially in accordance with the Ormond Crossings Conceptual Plan which is attached as **Exhibit "C"** hereto (the "Conceptual Plan"). For purposes of the MDP, the term "substantially" shall mean that there is no material deviation from the original plan or document. A deviation will be determined to be material if it creates additional adverse environmental impacts or increases impacts to public facilities or services.

4.0 Site Plan Review Procedures.

The Conceptual Plan is intended to be a general depiction of proposed land uses and development types throughout Ormond Crossings. The specific details and requirements for development on each tract or phase shall be established by application for preliminary site plan approval pursuant to the requirements of this section.

4.1. Preliminary Site Plan Review. Applications for preliminary site plan approval shall contain the following:

(1) A preliminary site plan consisting of a generalized sketch, which is drawn to scale (the proportions and locations of land uses may be generalized), and which shows or addresses (with supporting information) the following items and matters:

a. Generalized location map and legal description, including acreage of the property within the project covered by the preliminary site plan.

b. Major natural features such as lakes, streams and conservation areas.

c. Existing or proposed streets abutting the preliminary site plan area.

d. Proposed land use types and their locations (land use and building bubbles are acceptable).

e. Gross proposed densities.

f. Minimum lot size.

g. Maximum number of units.

h. Maximum floor area for commercial or industrial uses.

i. Adjacent zoning.

j. Internal major road network.

k. Maximum building height.

l. Anticipated phasing plan, if any.

m. Proposed method of providing:

(i) Water service, including the proposed location of fire hydrants or other fire protection measures that may be required.

(ii) Sewage disposal.

(iii) Stormwater management.

(iv) Parks and recreational facilities

(2) Preliminary site plans that substantially conform to the Conceptual Plan, as determined by the Planning Director, qualify as minor modifications to the Conceptual Plan and shall be reviewed and considered by the Site Plan Review Committee (SPRC) after the submittal requirements of Section 4.1(1) are met by the applicant. The SPRC shall approve a minor modification that is determined to be consistent with the Development Agreement, this MDP and applicable provisions of the City's Land Development Code. For purposes of this MDP, a "minor modification" is one that does not have an adverse environmental impact or

increase impacts to public facilities or services. Proposed preliminary site plans that do not qualify as minor modifications to the Conceptual Plan shall be submitted to the SPRC for review and recommendation to the City Commission. The proposed preliminary site plan shall then be considered by the City Commission for adoption by ordinance pursuant to the requirements of Section 166.041(3)(a), *Florida Statutes*.

(3) All preliminary site plans approved as minor modifications to the Conceptual Plan by the SPRC or by the City Commission shall be incorporated as appendices to this MDP and the approved preliminary site plans shall control over any inconsistencies with the Conceptual Plan.

(4) If a preliminary site plan does not contain the park and recreation facilities or open space acreage that would be proportionate to the acreage or density and intensity of development proposed in the preliminary site plan, the Developer must provide adequate documentation to the City that other properties within Ormond Crossings are or will be legally obligated to provide the facilities or acreage, or demonstrate in another manner that the recreation and open space requirements for Ormond Crossings will be met.

4.2 Final Site Plan Approval.

(a) After approval of a preliminary site plan, the property owner shall be entitled to file for final site plan approval for the entire project or for phases of the project as depicted and identified in the preliminary site plan. A proposed final site plan shall substantially conform to the approved preliminary site plan. The final site plan for the entire tract or any phase shall comply with Section 4-06 of the City's Land Development Code ("City's LDC"), subject to the provisions of Section 18.0 below.

(b) Applications for final site plan approval shall be approved by the SPRC after the applicant has met the requirements of this subsection. Upon approval of the final site plan or any phase thereof, the use of land and the construction or modification of any buildings or structures within the project area shall be in accordance with the approved final site plan, this MDP and the City's LDC, subject to the provisions of Section 18.0 below.

(c) The City's Planning Director shall be responsible for certifying that all aspects of the final site plan, including conditions of approval, are in compliance with this MDP.

5.0 Land Use Plan.

Ormond Crossings is divided into the following PMUD zoning areas (a "Zoning Area" or "Zoning Areas"), as generally shown on the Ormond Crossings Land Use Plan that is attached as **Exhibit "D"** hereto ("Land Use Plan"): Business Park Area; Town Center/Business Park Area; Residential-Low Density Areas; Residential-Medium Density Areas; Residential-High Density Area; Institutional Area; Park/School Areas. Following is a brief overview of the land uses that are authorized within each Zoning Area:

- Business Park Area

The Business Park Area, which is located east of I-95 and west of US-1 and includes frontage on the Florida East Coast rail line, will provide an area for economic development within the City. The following land uses are authorized within the Business Park Area: office, business/flex-space; industrial; storage; warehouse/distribution; and public/institutional.

- Town Center/Business Park Area

The Town Center/Business Park Area will also provide an area for economic development within the City. A mixture of non-residential and residential land uses

will be encouraged to provide an opportunity for a live-work-shop-play environment thereby reducing vehicle miles traveled from and to Ormond Crossings. The following land uses are authorized within the Town Center/Business Park Area: retail commercial; office; business/flex-space; storage; public/institutional; multi-family residential; and a community center.

- Residential-High Density Area

The Residential-High Density Area will accommodate a concentration of centrally located residential units adjacent to both the Town Center/Business Park Area and a Park/School Area where a future elementary school will be located. The following housing types are authorized within the Residential-High Density Area: condominiums; apartments; townhomes; and other types of attached residential units.

- Residential-Medium Density Areas

One of the Residential-Medium Density Areas will also accommodate a concentration of residential units near the Town Center/Business Park Area and the Park/School Area where a future elementary school will be located. The other Residential-Medium Density Area will accommodate a concentration of residential units at the northern entrance to Ormond Crossings near retail commercial and other business uses that are existing or planned along US-1. The following housing types are authorized within the Residential-Medium Density Areas: patio homes; zero lot line homes; townhomes; row homes; duplexes; triplexes; four-plexes; and condominiums.

- Residential-Low Density Areas

One of the Residential-Low Density Areas is adjacent to a Park/School Area providing for a diversity of residential housing types near a future elementary school. The other Residential-Low Density Area is located in the southwestern portion of Ormond Crossings

where low density residential is compatible with adjacent land uses. Detached single-family homes on varying sized lots, in conventional or neo-traditional neighborhoods, are authorized in the Residential-Low Density Areas.

- Institutional Area

The Institutional Area is located at the northern entrance to Ormond Crossings providing convenient access from within Ormond Crossings and US-1 to various semi-public uses. The following land uses are authorized within the Institutional Area: churches; daycare; clubs for fraternal organizations; and public facilities.

- Park/School Areas

One of the Park/School Areas is centrally located near the Town Center/Business Park Area and Residential-High Density, Residential-Medium Density and Residential-Low Density Areas. That Park/School Area will have direct access from Crossings Boulevard and will accommodate a 20-acre elementary school site co-located with a park site. The other three (3) Park/School Areas are likely to be used only as park sites.

6.0 Permitted Development Uses.

Ormond Crossings shall consist of a mixture of land uses. The following table identifies the quantity of various land uses that are authorized at Ormond Crossings:

Land Use	**Gross Bldg./Units/Students/Acreage**
Retail Commercial	200,000/SF
Office	900,000/SF
Business/Flex-space (light industrial)	350,000/SF
Industrial (does not include business/flex space)	800,000/SF
Storage	240,000/SF
Warehouse/Distribution	560,000/SF
Public/Institutional	165,000/SF
Elementary School	720 students, Minimum 20 acres

Residential	2,950 units
Stormwater and Lakes	Estimated 400 acres
Open Space	450 acres

The list of uses identified in the above table reflects a reasonable mixture of land uses for Ormond Crossings. However, the amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided (i) aggregate potable water, wastewater and reclaimed water demands of Ormond Crossings shall not exceed the totals that are set forth in the utility analysis that is attached as Exhibit "C" to the Development Agreement; (ii) non-residential intensity shall not exceed 1.0 FAR on any individual building site within the Business Park Area or an average of 0.35 FAR throughout the entire Business Park Area; and (iii) building heights shall not exceed 75 feet. Increasing the number of residential units and retail commercial uses is strictly prohibited.

Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available. Also, notwithstanding the provisions of the Development Agreement to the contrary, a non-residential land use may not be increased or decreased if the change increases total off-site traffic impacts from Ormond Crossings over 4,551 External Peak Hour Trips.

6.1 Conversion Factors

Conversion factors to permit Ormond Crossings market demand flexibility and provide the City with the ability to track the changes in converted floor area are provided in Tables 1 through 4 below:

Table 1 - Ormond Crossings Generalized Trip Matrix (Based on P.M. Peak-Hour Traffic)

	To					
From	*Shopping Center*	*Office*	*Business Park*	*Light Industrial*	*Warehouse*	*Mini-Warehouse*
Shopping Center	-	2.517	2.907	3.827	5.068	6.356
Office	0.397	-	1.155	1.520	2.014	2.525
Business Park	0.344	0.866	-	1.316	1.743	2.186
Light Industrial	0.261	0.658	0.760	-	1.324	1.661
Warehouse	0.197	0.497	0.574	0.755	-	1.254
Mini-Warehouse	0.157	0.396	0.457	0.602	0.797	-

** Multiply previous land use square footage by factor to determine desired land use square footage*

Keeps total p.m. peak-hour traffic constant

Example:To go from 250 KSF Retail to Business Park, multiply 250 by 2.907 = 726.75 KSF Business Park

Table 2 - ITE Average Trip Rates

Lane Use	P.M. Peak-Hour Rate	Percent Enter	Percent Exit
Shopping Center	3.75	48%	52%
Office	1.49	17%	83%
Business Park	1.29	23%	77%
Light Industrial	0.98	12%	88%
Warehouse	0.74	36%	64%
Mini-Warehouse	0.59	35%	65%

Table 3 - Ormond Crossings Generalized Trip Matrix (Based on P.M. Peak-Hour Traffic)

	To							
From	*Single-Family*	*Single-Family Age Restricted*	*Multi-Family*	*Retail/Commercial*	*Office*	*Business/Flex-space*	*Industrial*	*Warehouse/Distribution*
Single-Family	-	3.885	1.772	****	****	****	****	****
Single-Family Age Restricted	0.257	-	0.456	****	****	****	****	****
Multi-Family	0.564	2.192	-	****	****	****	****	****
Retail/Commercial	****	****	****	-	2.517	2.907	3.827	7.979
Office	****	****	****	0.397	-	1.155	1.520	3.170
Business/Flex-space	****	****	****	0.344	0.866	-	1.316	2.745
Industrial	****	****	****	0.261	0.658	0.760	-	2.085
Warehouse/Distribution	****	****	****	0.125	0.315	0.364	0.480	-

Multiply previous land use square footage by factor to determine desired land use square footage. Total p.m. peak-hour traffic is kept constant
***** In order to achieve internal capture estimates, conversion to residential from non-residential is not permitted*

Example: To go from 250 KSF Retail/Commercial to Business/Flex-space, multiply 250 by 2.907 = 726.75 KSF Business Park

Table 4 - ITE Average Trip Rates

Land Use	P.M. Peak-Hour Rate	Percent Enter	Percent Exit
Single-Family	1.01	63%	37%
Single-Family Age Restricted	0.26	61%	39%
Multi-Family [1]	0.57	66%	34%
Retail/Commercial	3.75	48%	52%
Office	1.49	17%	83%
Business/Flex-space	1.29	23%	77%
Industrial	0.98	12%	88%
Warehouse/Distribution	0.47	25%	75%

[1] Multi-family trip rate and directional distribution is average of Condominium/Townhouse and Apartment rates.

Tables 1-4 are provided to calculate the conversion of residential or commercial to any other non-residential development use depicted in Section 6.0. In converting from one use to another use, excess trips may result and shall accrue to the benefit of the Developer. The excess trips may be used to increased the non-residential development use square footages provided in Section 6.0. For example, the conversion of 2,950 single-family units to all 55+ age qualified housing will result in excess trips which may then be used to support an increase in non-residential development use square footage. Non-residential development use square footages in Section 6.0 may be increased or decreased subject to the following restrictions:

1. Commercial uses shall not exceed 200,000 square feet;

2. Residential units of any single type or combination of types shall not exceed 2,950 dwelling units;

3. Development buildout shall not exceed 4,551 external trips

7.0 Tract Map.

For purposes of phasing development and transferring title of portions of Ormond Crossings to project developers and other third parties, Ormond Crossings is divided into 25 tracts as shown on the Tract Map that is attached as **Exhibit "E"** hereto (the "Tract Map"). Table 5 identifies the Zoning Area for each tract.

Table 5

Tract	Zoning Area
1	Residential-Medium Density
2	Residential-Medium Density
3	Residential-Low Density
4	Residential-Low Density
5	Residential-Medium Density
6	Residential-Low Density
7	Residential-Medium Density
8	Residential-High Density
9	Residential-Low Density

Tract	Zoning Area
10	School/Park
11	Institutional
12	Town Center/Business Park
13	Town Center/Business Park
14	Town Center/Business Park
15	School/Park
16	Residential-Low Density
17	Business Park
18	Business Park
19	Business Park
20	Business Park
21	Business Park
22	Business Park
23	Business Park
24	Business Park
25	School/Park

References herein to tracts or a specifically numbered Tract or Tracts shall be to the tracts as shown on the Tract Map.

8.0 Land Use Compatibility.

Ormond Crossings was planned to provide compatible land uses and avoid land use and traffic impact conflicts, as evidenced by the Land Use Plan and the Conceptual Plan. Nevertheless, in the event of a potential conflict involving land uses or traffic impacts, the appropriate of the following mitigation options in Table 6, as determined by the City's Planning Director, shall be provided as a condition of preliminary site plan approval:

Table 6

Created Conflict	Mitigation
Traffic Access or Safety Problems	* Improve road * Control access to road * Upgrade intersection * Propose new road link
Unsightly Views	* Screen view using vegetation * Increase distance * Relocate or redesign offending design element.
Noise	* Attenuate sound through barriers * Increase distance through buffer
Glare	* Screen * Use specialized light fixtures
Odors	* Enclose * Increase distance through buffer
Loss of Privacy	* Screen * Relocate or re-orient building * Raise windows and permit light only
Building Design is Nondescript	* Implement design standards
Natural Light Block	* Reorient building * Reduce building bulk
Pedestrian Access	* Separate pedestrian access from road, parking lots, etc. * Parking perpendicular to buildings

9.0 Use Restrictions.

(a) Use restrictions, as shown in Table 7, shall apply within the various Zoning Areas at Ormond Crossings. Following is the meaning of the initials that are used in the table and elsewhere in this MDP:

"BP" means Business Park Area

"TC/BP" means Town Center/Business Park Area, including Town Core (Tract 12) and Town Business (Tracts 13 and 14)

"RLD" means Residential-Low Density Area

"RMD" means Residential-Medium Density Area

"RHD" means Residential-High Density Area

"I" means Institutional Area

"P/S" means Park/School Area

"P" means a permitted use

"X" means a use that is not permitted

Table 7

LAND USE	BP	TC/BP		RLD	RMD	RHD	I	P/S
		Town Core	Town Business					
Retail Commercial								
Auction Business	P	X	P	X	X	X	X	X
Automatic Amusement Center *	X	P	P	X	X	X	X	X
Automobile Service Stations	P	X	P	X	X	X	X	X
Bakeries	P	P	P	X	X	X	X	X
Bank	P	P	P	X	X	X	X	X
Bar	X	P	P	X	X	X	X	X
Bar, ancillary to Lodging or Restaurant	P	P	P	X	X	X	X	X
Bed and Breakfast	X	P	P	X	P	P	X	X
Bowling Center	P	X	P	X	X	X	X	X
Construction and Home Improvement	P	P	P	X	X	X	X	X
Convenience Store with Gas	P	X	P	X	X	X	X	X
Convenience Store without Gas	P	P	P	X	X	X	X	X
Farmer's Market	X	P	P	X	X	X	X	P
Flea Market	P	X	P	X	X	X	X	X
Garden Center/Nursery	P	X	P	X	X	X	X	X
Medical Supply/Rental	P	X	P	X	X	X	X	X
Mobile Vendors *	P	P	P	X	X	X	X	X
Nightclub	X	P	P	X	X	X	X	X
Pawn Shop *	X	X	P	X	X	X	X	X
Personal Services	P	P	P	X	X	X	X	X
Pharmacy	P	P	P	X	X	X	X	X
Pool Hall/Billiards *	P	P	P	X	X	X	X	X
Restaurant	P	P	P	X	X	X	X	X
Retail Sales and Service	P	P	P	X	X	X	X	X
Shopping Center	X	P	P	X	X	X	X	X
Theater	P	P	P	X	X	X	X	X
Transient Lodging	P	P	P	X	X	X	X	X
Vehicle Rental	P	P	P	X	X	X	X	X
Vehicle Sales, except new & used cars & trucks	P	X	P	X	X	X	X	X
Wine, Beer or Liquor Store	P	P	P	X	X	X	X	X
Office								
Business/Professional Office	P	P	P	X	X	X	X	X

LAND USE	BP	TC/BP		RLD	RMD	RHD	I	P/S
		Town Core	Town Business					
Business Services	P	P	P	X	X	X	X	X
Financial Institution	P	P	P	X	X	X	X	X
Medical Research Laboratory	P	X	P	X	X	X	X	X
Office	P	P	P	X	X	X	X	X
Research Activities	P	X	P	X	X	X	X	X
Veterinarian	P	X	P	X	X	X	X	X
Business/Flex-space								
Flex Space	P	X	P	X	X	X	X	X
Pest Exterminators	P	X	P	X	X	X	X	X
Studios	P	P	P	X	X	X	X	X
Welding & Repair Shops	P	X	P	X	X	X	X	X
Industrial (does not include business/flex space)								
Dry Cleaning Plant and Systems	P	X	X	X	X	X	X	X
Greenhouse	P	X	P	X	X	X	X	X
Hobby Breeder	X	X	X	P	X	X	X	X
Industrial Use, Light	P	X	P	X	X	X	X	X
Kennel	P	X	P	X	X	X	X	X
Machine Shops	P	X	X	X	X	X	X	X
Manufacturing	P	X	X	X	X	X	X	X
Mining and Excavation **	P	P	P	P	P	P	P	P
Outdoor Storage	P	X	P	X	X	P	X	P
Petroleum Product Storage	P	X	X	X	X	X	X	X
Terminal, Bus	P	X	P	X	X	X	P	P
Terminal, Truck	P	X	X	X	X	X	X	X
Vehicle Repair	P	X	P	X	X	X	X	X
Vehicle Washing/Detailing	P	X	P	X	X	X	X	X
Storage								
RV and Boat Storage for residents only as part of multi-family residential apartment or condominium projects	X	P	P	X	X	P	X	X
Warehouse, Mini-Rental	P	X	P	X	X	X	X	X
Warehouse, Storage	P	X	P	X	X	X	X	X
Warehouse/Distribution								
Warehouse, Business	P	X	P	X	X	X	X	X
Public/Institutional								
Campground	X	X	X	X	X	X	X	P
Child Care Facility	P	P	P	X	P	P	P	P
Club and Fraternal Organization	X	P	P	X	X	X	P	X
Funeral Home	P	X	P	X	X	X	X	X

LAND USE	BP	TC/BP		RLD	RMD	RHD	I	P/S
		Town Core	Town Business					
Golf Course/Country Club	X	X	X	P	P	P	X	X
Hospital	P	X	P	X	X	X	P	X
Non-emergency medical transport services	P	X	P	X	X	X	P	P
Adult Day Care Center	P	P	P	X	X	P	P	P
Adult Family Care Home	X	X	P	X	X	X	P	P
House of Worship	P	X	P	X	X	X	P	X
Parking Lot	P	P	P	P	P	P	P	P
Parking Garage	P	P	P	X	X	P	X	P
Parks and Recreation Facilities, Private	P	P	P	P	P	P	P	P
Parks and Recreation Facilities, Public	P	P	P	P	P	P	P	P
Public Facilities	P	P	P	P	P	P	P	P
Public Utilities	P	P	P	P	P	P	P	P
Recreation Facilities, Indoor	P	P	P	P	P	P	P	P
Recreation Facilities, Outdoor	P	P	P	P	P	P	P	P
Skating Center	P	X	P	X	X	X	X	P
Taxi Barn	P	X	P	X	X	X	X	X
Telecommunication Tower *	P	X	P	X	X	X	P	P
Telecommunication Tower/Antenna, Camouflaged *	P	P	P	P	P	P	P	P
School								
School of Art	P	P	P	X	X	X	P	P
School, Private	P	P	P	P	P	P	P	P
School, Public	P	P	P	P	P	P	P	P
Residential								
Accessory Residential Living Unit	X	X	X	P	P	X	X	X
Assisted Living Facility	X	X	P	X	P	P	P	X
Cluster Subdivision, Single-family	X	X	X	P	P	X	X	X
Community Residential Home	X	X	X	X	P	P	P	X
Dwelling, Duplex	X	X	X	P	P	P	X	X
Dwelling, Multi-family	X	P	P	X	P	P	X	X
Dwelling, Quadraplex	X	X	X	X	P	P	X	X
Dwelling, Single Family - Detached	X	X	X	P	P	X	X	X
Dwelling, Townhouse	X	P	X	X	P	P	X	X
Dwelling, Triplex	X	X	X	X	P	P	X	X
Family Day Care Home	X	X	P	P	P	P	P	X
Foster Home	X	X	P	P	P	P	P	X
Group Home	X	X	P	P	P	P	P	X
Nursing Home	X	X	P	X	P	P	P	X
Residential Over Retail Commercial or Office	X	P	P	X	X	X	X	X
Patio Home Subdivision	X	X	X	P	P	X	X	X

LAND USE	BP	TC/BP		RLD	RMD	RHD	I	P/S
		Town Core	Town Business					
Zero-lot Line Subdivision	X	X	X	P	P	X	X	X
Stormwater and Lakes								
Stormwater and Lakes	P	P	P	P	P	P	P	P
Open Space								
Golf Course, Contoured	X	X	X	P	P	P	X	X
Wetland Preservation Area	P	P	P	P	P	P	P	P
Wildlife Mgmt. Area	P	P	P	P	P	P	P	P
Wind Energy Systems	P	X	P	P	P	P	P	P
Outdoor Activity	P	P	P	P	P	P	P	P
Agriculture/Forestry **								
Agricultural Use	P	P	P	P	P	P	P	P
Hunting Lodge/Hunting	P	P	P	P	P	P	P	P
Riding Stables, Horse	P	P	P	P	P	P	P	P
Silviculture	P	P	P	P	P	P	P	P

* Uses are subject to the conditions of the City's LDC.

** Mining and excavation; agriculture uses, including grazing of animals, raising of crops, sod farming and nursery activities; hunting lodge/hunting; riding stables; and silviculture shall be permitted in all Zoning Areas and on all tracts prior to commencement of vertical development on the tract. After vertical development is commenced on a tract, those uses shall no longer be permitted, provided that any unharvested crops may be harvested but not replanted.

(b) Each Land Use listed in the above schedule shall have the meaning ascribed to it in the City's LDC or the following meaning in the case of Land Uses that are not defined in the City's LDC:

"Flex Space" means building space that includes a combination of office space, usually in front, and storage or light industrial space, often with a garage door type rear entry. Flex Space is used by mechanics, plumbers, electrical contractors, pest control services, retailers that provide installation like carpeting, flooring, cabinets and spas, and other small businesses.

"Mobile Vendor" means a vendor of products out of a mobile unit that is designed to drive or be towed on public roads, often selling food, beverages, frozen desserts and dairy products or convenience and novelty items.

"Research Activity" means systematic investigation into existing or new knowledge to establish or confirm facts, reaffirm results of previous work, solve new or existing problems, support theorems, develop new theories, or test the validity of instruments, procedures or experiments.

"Pest Exterminator" means anyone who provides services to regulate, manage, or eliminate a species defined as a pest, usually because it is perceived to be detrimental to a person's health, the ecology or the economy.

"Studio" means an artist's or worker's workroom, including, but not limited to, architecture, painting, pottery (ceramics), sculpture, scrapbooking, photography, graphic design, film making, animation, radio or television production broadcasting, making of music or dancing.

"Welding and Repair Shop" means a room, area or small establishment where welding (joining metallic parts) or other light industrial work is done.

"Machine Shop" means a workshop where power driven tools are used for making, finishing or repairing machines or machine parts.

"Manufacturing" means the fabrication or assembly of components into finished products, usually on a fairly large scale.

10.0 Jobs/Housing Balance

Housing Objective 6.1.1 of the Jobs and Housing Balance goal contained in the 2010-25 Comprehensive Plan provides that the jobs-to-housing ratio to be obtained in 2015 is 1.25 (for every 4 houses, five jobs created) The fiscal impact analysis prepared for Ormond Crossing indicates 11,184 jobs will be created. The jobs housing balance ratio is 3.8 (11,184 jobs/2950 housing units). The Developer shall include information relating to job creation in the

Annual Report to be filed with the City, and shall use the following guidelines for reporting job creation within the Ormond Crossings:

Table 8

Use	Employees/1000 sq. ft.
Retail	2.5
Warehousing & Industrial	1.0
Office	4.0

Developer shall make every effort to meet or exceed the City's jobs-to-housing ratio of 1.25, and shall work with the City on economic development initiatives that will assist in reaching this goal.

10.1 Development Phasing

The Conceptual Plan depicts the general layout of Ormond Crossings, including the approximate location of existing and future roads and streets. The location of lot lines, structures, internal landscape buffers, drainage facilities and the internal street system shall be shown on plats or site development plans as portions of Ormond Crossings are designed for development. Ormond Crossings shall be developed in phases and each phase shall be developed so all necessary infrastructure, utilities and other services are available prior to any construction. Title to a tract may be transferred without platting, provided the tract has access to a public roadway or a road right-of-way easement is granted that provides legal access to a public roadway. Development of the Business Park Area, Town Center/Business Park Area and the Residential Areas will be separately phased. Although the phasing may vary in response to marketing opportunities, permitting or development cost considerations, it is anticipated that development will be phased substantially as follows:

10.2 Business Park Area Phasing

- The first phase, which is currently being platted as Ormond Crossings Phase A, includes Tracts 17, 18, 19 and 20.
- The second phase will include the northern one-third of Tract 21 and could also include Tract 22.
- The third phase will include the southern two-thirds of Tract 21 and could include Tract 22, if not included in the second phase, and also could include Tract 24.
- The fourth phase will include Tract 23 and could include one or both of Tract 22 and Tract 24, if not included in the third phase.
- Development of Tract 22 and Tract 24 could be separately phased.
- Tract 25 was already developed by the City and incorporated into an existing City park site.

10.3 Town Center/Business Park Area Phasing.

Development of the Town Center/Business Park Area, which is composed of Tract 12, Tract 13 and Tract 14, will be phased depending on market demand for the various mixed land uses that are allowed in the Town Center/Business Park Area. . A community center will be located at the southern end of Tract 12 with access from Crossings Boulevard. The community center will be constructed prior to buildout of one thousand (1,000) residential units at Ormond Crossings, as provided for in the Development Agreement. For purposes of this MDP, buildout shall be deemed to occur at the time a Certificate of Occupancy is issued.

10.4 Residential Areas Phasing.

- The first phase, which is currently being platted as Ormond Crossings Phase B, will provide access for lot development within Tract 1, Tract 2 and Tract 9, as well as construction of public/institutional uses on Tract 11.

- Lots can be developed within Tract 3 when an access road is available through Tract 2 or Tract 9.

- The second phase of development will provide access to Tract 4 and Tract 8 and also Tract 10 which is a Park/School Area. Tract 10 will be developed when an elementary school is needed at Ormond Crossings; however, the park site on Tract 10 could be developed prior to construction of the school.

- The third phase will provide access to Tracts 5 and 7.

- The fourth phase will provide access to Tract 6, Tract 16 and Tract 15. Low density single-family lots will be developed within Tract 16 after a borrow pit is excavated to provide a lake amenity for an estate lot project. Tract 15 will be developed as a park prior to build out of two thousand (2,000) residential units at Ormond Crossings, as provided for in the Development Agreement. The City could elect to develop Tract 15 any time after access is available.

Prior to the buildout of 1,000 residential units, the following recreational facilities shall be provided on park sites donated by Developer to the CDD or a property owners association:

(i) 1 community center consisting of 6,000 square feet of space which shall be owned and operated by the City.

(ii) a trail system, including a minimum of .75 miles of hard surface walkways;

(iii) a picnic shelter with restrooms;

(iv) 1 soccer/football field;

(v) 1 baseball/softball field;

(vi) 2 outside basketball courts with lights;

(vii) 2 shuffle board courts;

(viii) 1 bocce ball court;

(ix) 1 tennis court; and

(x) 1 racquetball court.

Prior to buildout of 2,000 residential units, the Developer shall deed to the City 45 acres of uplands to serve as park sites. The 45 acres shall be contained in not more than 5 sites. In addition, prior to buildout of 2,000 residential units, the Developer shall provide the following recreational facilities at one or more of the park sites, as determined by the City:

(i) 1 or more community centers consisting of an aggregate of 4,000 SF of space to be owned and operated by the City, the CDD or one or more property owners association;

(ii) a trail system, including a minimum of .525 miles of hard surface walkways;

(iii) passive park area of 36.5 acres (in addition to the 45 acres of park sites referenced above)'

(iv) an off-leash dog park;

(v) a covered playground area;

(vi) 1 baseball/softball field;

(vii) 2 outside basketball courts with lights;

(viii) 2 shuffle board courts;

(ix) 1 bocce ball court;

(x) 2 tennis courts; and

(xi) 1 racquetball court.

11.0 Development Standards.

Table 9 sets forth the development standards in the Residential-High Density (RHD), Residential-Medium Density (RMD) and Residential-Low Density (RLD) Areas and Table 10 sets forth the development standards in the Business Park (BP), Town Center/Business Park (TC/BP), Institutional (I), and Park/School (PS) Areas.

Table 9

Type	Density Units/ Acre [1]	Max Bld. Height	Max Bld. Coverage	Max Impervious Lot Coverage	Min. Lot Size	Min. Lot Width	Min. Lot Depth	Building Setbacks				
								A. Front	B. Rear	C. Side	D. Street Side/ Corne	E. Ponds & Lakes
RLD	Up to 6	35'	40%	75%	4,000 sq. ft.	40'	100'	10' [2]	10' [2]	0' [3]	10' [2]	25'
RMD	Up to 10	45'	50%	75%	2,200 sq.ft.	22'	100'	10' [2]	10' [2]	0' [3]	10' [2]	25'
RHD	Up to 20	75'	50%	75%	2,200 sq. ft.	22'	100'	10' [2]	10' [2]	0' [3]	10' [2]	25'

[1] Density shall be calculated based on upland acreage on the project site prior to site development.
[2] Minimum 20' to garage.
[3] Minimum 10' between buildings as shown on the final site plan.

Permitted Uses	Other Standards
See Land Use Table in Section 9.0	• Minimum 50' buffer along FEC railroad. • Minimum 100' wide buffer along the eastern boundaries of Tracts 10 and 15. • Minimum 200' wide buffer along south property line adjacent to Durrance Lane. • Easements shall be of sufficient dimensions for the intended use as approved by the City's Engineer.

Table 10

Type	Density	Max Bld. Height	Max Bld. Coverage	Max Impervious Lot Coverage	Min. Lot Size	Min. Lot Width	Min. Lot Depth	Building Setbacks				
								A. Front (1)	B. Rear (1)	C. Side (1)	D. Street Side/ Corner (1)	E. Ponds & Lakes (1)
BP	N/A	75'	N/A	85%	20,000 sq. ft.	100'	100'	25'	25'	0 (2)	15'	25'
TC/BP	N/A	75'	N/A	85%	20,000 sq. ft.	100'	N/A	10'	20	0 (2)	15'	25'
I and P/S	N/A	75'	40%	85%	20,000 sq. ft.	100'	100'	25'	25'	10'	15'	25'

(1) Residential uses to comply with RHD standards.
(2) Minimum 10' between buildings as shown on the final site plan.

Permitted Uses	Other Standards
See Land Use Table in Section 9.0 above.	• Minimum 25' wide mixed-use easement paralleling the right-of-way of frontage roads along I-95. • Minimum 50' wide setback along FEC railroad in TC/BP. • Residential uses are permitted above non-residential uses in TC/BP. • Minimum 50' wide setback along Harmony Rd. in BP.

11.3 On certain tracts, a mixture of land uses are permitted, including both residential and non-residential uses in the Town Center/Business Park Area. In the case of those tracts, the design standards pertaining to the land use on the first floor shall apply. Also, for those tracts, at the time of platting, a site plan shall be submitted showing the location of each land use category within the plat. For each designated land use category, the applicable of the above permitted specific land uses will be allowed. For example, if a plat includes Retail Commercial and Residential-High Density uses, the specific uses permitted by Retail Commercial will be allowed where Retail Commercial is shown on the site plan and the specific uses permitted by Residential-High Density will be allowed where Residential-High Density is shown on the site plan, or both uses will be allowed on the same building pad in the case of residential units over Retail Commercial or Office uses.

12.0 Roads and Street Design.

12.1 Ormond Crossings will have 2 major entrances and a secondary entrance from US-1, a minimum of 4 entrances from Tymber Creek Road and an entrance from Pineland Trail and Harmony Road. All roads that are shown on the Land Use Plan, except Tymber Creek Road, will be dedicated to the City. All local streets whether planned for public dedication or private maintenance shall be constructed to City standards. Local roads shall be accepted by the City for maintenance at time of plat dedication. Alleys shall be owned and maintained by a property owners association or a community development district, subject to easements for stormwater drainage, utilities and access, as appropriate.

12.2 All roads, streets and alleys within Ormond Crossings will be built consistent with the road, street and alley design standards that are set forth in Table 11.

TABLE 11

ORMOND CROSSINGS STREET STANDARDS						
	Minor Arterial	**Collector**	**Subdivision Feeder**	**Local Access & Cul-de-sac** (3)	**Alley**	**Town Center/Business Park Street with Commercial Frontage**
Minimum R/W or easement width	120' (1)	80'	50'	40'	20'	65'
Lane width	12'	12'	11' (2)	10' (2)	8'	62' (4)
Curbs	Standard or Miami	Standard or Miami	Miami	Miami	None	Standard
ADT served	over 12,000	3,000 - 12,000	1,500 - 3,000	500 - 1,500	N/A	1,500 - 3,000
Parking	None	None	Parallel	Parallel	None	Diagonal both sides
Curb radius	30'	30'	25'	25'	15'	15'
Sidewalk	5' wide One side	5' wide One side	5' wide Both sides	5' wide Both sides	N/A	13' wide
Multi-Modal Trail	12' wide One side	12' wide One side	N/A	N/A	N/A	N/A
Maximum design speed	35 mph	30 mph	25 mph	25 mph	N/A	25 mph

(1) Regardless of the street designation, the north/south street through the Business Park and the segment of Pineland Trail adjacent to Ormond Crossings shall have a right-of-way width of 80'.

(2) Traditional neighborhood design with on-street parallel parking requires additional 8' of pavement width for parking lanes.

(3) Maximum cul-de-sac length = 1,320'.

(4) Includes two 12' travel lanes and parking on both sides of the street.

12.3 The following additional road and street design standards shall also apply within Ormond Crossings:

(a) Four lane road sections shall have a median width of at least thirty (30) feet to allow for turning movements.

(b) The minimum centerline spacing for median openings shall be three hundred (300) feet.

(c) The minimum driveway spacing at intersections shall be thirty (30) feet from the edge of the side street pavement, except minimum driveway spacing at intersections of minor arterial and collector streets shall comply with the City's LDC.

(d) Within the Town Center/Business Park Area, on-street parking shall be allowed.

(e) Within Residential Areas, double-frontage lots shall be subject to restricted access easements that prohibit access onto the higher classification street, as defined in the Transportation Element of the comprehensive plan.

13.0 Multi-Modal Trail System -

The Ormond Crossings multi-modal trail system is shown on attached **Exhibit "F"** hereto (the "Trail System"). The Trail System shall consist of over thirteen (13) miles of on street and off street multi-use trails when completed. The Trail System shall interconnect all residential, non-residential, institutional, school and amenity areas throughout Ormond Crossings thereby reducing vehicular trips traveled and encouraging outdoor recreational activities by residents of and visitors to Ormond Crossings. The Trail System will be designed and constructed so it can accommodate use by pedestrians, cyclists and possibly golf carts or other motorized vehicles.

14.0 Open Space.

At a minimum, the open space area within Ormond Crossings shall constitute 20% of the land area. For purpose of calculating open space areas, open space shall include the following: landscape areas; landscape buffers; landscaped areas above the normal water level in water bodies; conservation areas; tree preservation areas; yard areas; and permeable surfaces of outdoor recreational areas. As development in Ormond Crossings is approved, the City shall

maintain records to reflect the percentage of open space accrued in the development to ensure that the minimum percentage requirement is met.

15. Underground Utilities.

All utility lines, mains, pipes, wires and conduits shall be installed underground within a public right-of-way, mixed-use easement or other dedicated easement area, provided that temporary telephone and electric services may be located on above ground poles until such time as the area where they are located is developed and underground services are available.

16.0 GREEN Development Objectives.

16.1 Best practices to achieve GREEN development objectives will be followed in connection with site development activities, including, but not necessary limited to the following:

(a) Large areas of land will be preserved in their natural state to allow ecosystems to sustain their existence.

(b) A management plan will be developed for preserved wetland areas.

(c) To the extent not already prepared and submitted to the City in connection with prior land use reviews, vegetation, topographical, soil and habitat studies will be prepared prior to development.

(d) Onsite conservation areas will be provided for wildlife species.

(e) Wildlife corridors will be created using the wetland strands and existing waterways that will be improved.

(f) Upland buffers will enhance preserved wetlands.

(g) Treatment will be provided for stormwater from neighboring sites.

(h) Stormwater areas will be designed for multiple uses including stormwater treatment, flood attenuation, buffers between wetlands and development, buffers between land uses, rehydration of wetlands, wildlife corridors, multi-modal trails, and active and passive recreation.

(i) Development will be clustered on upland areas using conservation areas and water bodies as buffers.

(j) An extensive multi-trail and sidewalk system will be provided to connect all development areas.

(k) Low speed neighborhood streets with minimum road widths will decrease impervious areas.

(l) Street trees for shade canopy will help reduce temperature of surrounding area.

(m) Energy efficient streetlights will be installed, if available from the electric utility company in the future.

(n) Bicycle parking facilities will be provided in commercial, office and park areas.

(o) Multiple street connections will reduce travel miles.

(p) Irrigation systems will use reuse water to the extent available, with stormwater used to make up any deficiency.

(q) Irrigation systems will be zoned to minimize water waste.

(r) Native plants will be used for at least 50% of landscape plantings.

(s) Neighborhood and community parks will be located near residential areas.

16.2 For energy conservation, all residential construction within Ormond Crossings shall utilize energy saving techniques consistent with the Energy Star standard for new homes. Non-public and public common facilities, such as community clubhouse buildings, shall follow the elements of sustainable development standards established by appropriate organizations, such as Leadership in Energy and Environmental Design or Florida Green Building Coalition. Commercial and Industrial buildings are encouraged to follow these standards to the maximum extent feasible. Additionally, the development shall utilize "dark skies" measures to reduce light pollution, subject to the City's review and approval as based on the latest standards for safety and security.

16.3 Best practices to achieve GREEN development objectives will be encouraged in connection with building construction.

17.0 Design Standards.

17.1 The Design Standards for Ormond Crossings are attached as **Exhibit "G"** hereto (the "Design Standards"). The Design Standards includes Architectural Design Standards and Guidelines and Landscape Design Standards and Guidelines which supersede and entirely replace the City's architectural and landscape requirements.

17.2 Modifications to the Design Standards, other than those which are considered to be a minor modifications by the City's Planning Director, shall require the approval of the City Commission based upon a recommendation of the City's Planning Director. Public notification procedures for rezoning shall not be required for modifications of the Design Standards, provided that any modification requiring approval of the City Commission shall be considered at a public hearing that has been advertised in a newspaper of general distribution in

the City. Minor modifications to the Design Standards may be approved by the City's Planning Director.

18.0 Land Development Code Applicability.

18.1 The City's LDC applies to Ormond Crossings and development within it, unless expressly otherwise provided in this section or elsewhere in this MDP.

18.2 Ormond Crossings was previously reviewed as a Development of Regional Impact ("DRI Review") pursuant to an Application for Development Approval that was submitted to the City in August 2005 and Sufficiency Responses providing additional information that were submitted to the City in December 2005 and June 2006. Ormond Crossings is also subject to the provisions of the adopted comprehensive plan and the terms and conditions of the Development Agreement. In addition, an extensive drainage study was completed for Ormond Crossings in June 2009 ("Drainage Study"), followed by a FEMA floodplain study that was completed in June 2009 ("FEMA Study"). As a result of the DRI Review, further reviews in connection with the Development Agreement, the Drainage Study and the FEMA Study, various studies, reports, surveys and assessments that are required by the City's LDC have been completed and are not necessary in connection with the future planning, platting, site plan review, permitting and development at Ormond Crossings. Also, certain provisions of the City's LDC are incompatible with the Conceptual Plan and not necessary for the protection of the public health, safety and welfare of the citizens of the City. Therefore, for purposes of Ormond Crossings and development within it, the following provisions apply and supersede any conflicting provisions contained in the City's LDC or other ordinances of the City:

(a) In connection with platting, site plan approvals or building permits at Ormond Crossings, the City may ask for copies of any of the following that Developer

previously submitted to the City: traffic study; environmental assessment report; historical, archaeological and paleontological resources survey, fiscal and economic impact assessment and utility impact assessment. However, the City shall not require a new or updated traffic study, environmental assessment report, historical, archeological and paleontological resources survey, fiscal and economic impact assessment or utility impact assessment unless there is a material change of the Land Use Plan.

(b) Stormwater system design shall be based upon St. Johns River Water Management District standards. Wet detention ponds smaller than two (2) acres shall be aerated. Stormwater retention/detention ponds and lakes shall maintain a fifty (50) foot upland buffer adjacent to wetlands provided that the design engineer of record demonstrates to the satisfaction of the City that the ponds/lakes will not degrade the quality of adjacent wetlands. Existing drainageways and ponds, including drainageways and ponds that are adjacent to or within wetlands, may remain "as is" regardless of whether control elevations are higher or lower than the surrounding wetlands and any other wetlands located within three hundred (300) feet.

(c) For purposes of compliance with any provision of the City's LDC, Groover Branch shall terminate at Durrance Lane. The existing drainage system, future stormwater management system and other ponds and waterways north of Durrance Lane shall not be deemed part of Groover Branch for any purpose.

(d) To the extent available, mitigation for permitted wetland impacts shall consist of onsite mitigation or credits from Lake Swamp Mitigation Bank which is located near Ormond Crossings in Flagler County.

(e) Clearing of vegetation within wetland buffer areas shall be permitted for construction of stormwater outfalls.

(f) Existing drainageways may be regraded to provide 4:1 side slopes without providing additional upland buffers.

(g) The minimum building floor elevation shall be one (1) foot above the 100-year storm elevation or eighteen (18) inches above the street grade, whichever is greater, unless otherwise approved by the City Engineer.

(h) Compensating storage for filling within the flood plain shall be provided at a ratio of 1:1.

(i) Because all development areas will require a minimum of 2 to 3 feet of fill, tree surveys shall not be required. However, prior to removal of any historic or specimen hardwood trees, the Developer shall notify the City and the City may require replacement trees.

(j) As shown on the Conceptual Plan and the Land Use Plan, Ormond Crossings will utilize wetland areas and lakes as buffers between most differing land uses. Where those buffers are not available, an alternative buffer shall be provided in accordance with the Landscape Design Standards.

(k) Landscaping, signage, sidewalks and bikepaths, lighting, berms, utilities, fencing and walls and street furniture may be installed or constructed within the mixed use easements.

(l) Bars, lounges, nightclubs and stores that sell alcoholic beverages may be located anywhere in the Town Center/Business Park Area regardless of proximity to parks, recreational areas and the community center.

(m) Projects shall have at least two (2) separate and remote entrances unless easements are provided for emergency ingress/egress that will not adversely affect the overall street system. This provision shall not apply to Tracts 22 and 24 in the Business Park Area,

residential development on the western portion of Tract 14 in the Town Center Business Park Area or residential development on the eastern portion of Tract 7 in the Residential-Medium Density Area because, in those areas, a second entrance or emergency ingress/egress is constrained by wetlands or existing water bodies.

(n) Title to any tract may be transferred in its entirety without platting. However, no infrastructure improvements, with the exception of stormwater and utility improvements and site fill, may be made on any tract until preliminary plat approval is received for the area to be improved. The final plat must be recorded prior to issuance of a certificate of occupancy or conveyance of any portion of the property that is included in the plat.

As tracts are fully developed and built out, the method of conveying stormwater to stormwater retention areas may be altered from time to time. In the meantime, stormwater may be conveyed to stormwater retention areas on a temporary basis through a variety of methods, including open swales. Temporary easements will be granted to the City and any property owners' association or community development district that is responsible for maintenance over all areas that contain temporary drainage facilities, and when the stormwater facilities are permanently located, those temporary easements will be released in exchange for a grant of permanent easements over the location of the permanent drainage facilities.

(o) Subject to the administrative approval of the City's Planning Director, any previously platted lot, tract or parcel may be further divided without replatting ("Split Lot") for the purpose, whether immediate or future, of any kind of transfer of ownership or right of possession or for any building development, provided each portion thereof, as divided, will have frontage on a public street or approved private street, or an easement having a width of no less than twenty-five (25) feet is dedicated to provide access to the Split Lot. Each Split Lot will

conform to the development standards as set forth in Section 11.0 above, and as previously stated, will be subject to an administrative subdivision exemption by the City's Planning Director.

(p) All parking for non-residential uses in the Town Core (Tract 12) shall be shared parking and available to the public generally. Shared parking, including parking along public roads and streets, shall be taken into consideration for purposes of meeting the parking requirements. When Developer conveys title to a portion of the Town Core for a non-residential building site, Developer shall record a restrictive covenant describing and quantifying the shared parking that is allocated to that site for purposes of meeting the parking requirements. The same shared parking spaces shall not be credited for purposes of meeting the parking requirements of more than one site, except the same shared parking may meet the parking requirements of both institutional uses with off-peak event oriented parking requirements and retail commercial, non-retail commercial and office uses that have no, or limited, off-peak parking requirements, subject to approval, on a case by case basis, by the City's Planning Director.

(q) Road rights-of-way may be dedicated to the City on plats or by right-of-way deed. Dedications by right-of-way deed will be accepted by the City when the construction plans or preliminary plat of the road is approved by the City. If not previously recorded, plats of all roads will be recorded following completion of road construction. The City will join in plats if the road being platted is located in a right-of-way that was dedicated to the City by right-of-way deed before the plat is recorded.

(r) To avoid damage to roads, disruption of activities at Ormond Crossings and because of the location of fill sources, it will be necessary to fill most or all of the development areas at Ormond Crossings before specific site development plans are available for

the areas. All areas that are shown on the Land Use Plan, except Uplands (outside Zoning Areas), Wetlands and Lake will require clearing and filling. Therefore, clearing of trees, filling, excavation and dredging may be performed at Ormond Crossings consistent with permits issued from time-to-time by St. Johns River Water Management District and clearing and grading permits issued by the City that may require seeding and mulching of all cleared and filled areas.

(s) Multiple private or public boat docks shall be permitted within parks and other common areas.

(t) No wall, hedge or other landscape planting shall be required along the Trail System.

(u) No architectural or landscape regulations shall apply, other than compliance with the Design Standards.

(v) The sign regulations contained in the City's LDC shall apply to signage within Ormond Crossings, subject to the following exceptions:

(i) With the exception of the icon signs provided for in (v) below, which may be pole signs, pole signs shall be prohibited within Ormond Crossings.

(ii) Monument signs shall not exceed a maximum height of eight (8) feet with a maximum signage area of ninety-six (96) square feet.

(iii) Wayfinding signs shall be allowed within the public rights-of-way or any mixed-use easement.

(iv) Interstate visibility signs shall be allowed only on Tracts 12, 13, 14, 18, 20 and 21.

(v) Three (3) main project icon type signs, not to exceed fifty (50) feet in height, identifying Ormond Crossings Business Park, Ormond Crossings Town Center and

Ormond Crossings Residential shall be allowed, but only on one or up to any three of Tracts 12, 13, 14, 17, 18, 20, 21 and 23.

(vi) Main project entrance features may be located onsite or offsite at the US-1 entrances and I-95 overpass, subject to design approval by the SPRC.

(w) The permitted uses and structures within Ormond Crossings will be as set forth in the table at Section 9.0 above.

(x) The development standards within Ormond Crossings will be as set forth in the tables at Section 11.0 above.

(y) Roads, streets and alleys within Ormond Crossings will be designed and built as set forth in the table at Section 12.0 above.

(z) The time limits for commencing and completing development activities within Ormond Crossings will be as set forth in the Development Agreement.

19.0 Maintenance.

19.1 The maintenance and upkeep of privately owned property shall be the responsibility of the property owner and shall be enforced by a property owners' association for the Business Park Area and Town Center/Business Park Area and one or more homeowners' associations for the Residential Areas, or by one or more community development districts for all areas.

19.2 The maintenance and upkeep of common areas that are not owned by the public and improvements within public rights-of-way, including but not necessarily limited to landscaping, irrigation, lighting, way-finding signage and trails, shall be the responsibility of one or more property owners' associations for the Business Park Area and Town Center/Business

Park Area and one or more homeowners' associations for the Residential Areas, or by one or more community development districts for all areas.

20.0 Affordable Housing.

Based on data that was produced during the DRI Review, it has been determined that 113 units of affordable housing will be needed at Ormond Crossings for persons who are considered to be within the low and moderate income levels. To provide for affordable housing, a minimum of 113 residential units shall be allocated to be built on the western portion of Tract 14 and covenants and restrictions shall be recorded to assure the continued affordability of the units that are built on that site.

21.0 General Provisions.

21.1 Venue and Enforcement.

This MDP shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for purposes of litigation shall be Volusia County, Florida.

21.2 Notice.

Any and all notices required or allowed to be given in accordance with this MDP shall be mailed or delivered as follows:

To the Developer:

Tomoka Holdings, LLC
145 City Place, Suite 300
Palm Coast, Florida 32164

Attention: President/Manager
Telephone: (386) 446-6226

To the City:

City of Ormond Beach
P.O. Box 277
Ormond Beach, Florida 32175-0277

Attention: City Manager
Telephone: (386) 677-0311

21.3 Severability.

In the event any provision of this MDP shall be declared invalid, illegal or unconstitutional by a court of competent jurisdiction, such adjudication shall in no manner affect the other provisions of this MDP which shall remain in full force and effect as if the provision declared invalid, illegal or unconstitutional was not originally a part hereof, provided, however, that if the result of the severance of the provision results in harm to the public health, safety or welfare, results in a public harm, or substantially negates a public benefit or imposes a public burden, then the provisions of this MDP shall be deemed not severable and this MDP shall be reformulated and reconstituted to avoid that consequence.

21.4 Cooperation in the Event of Legal Challenge.

In the event of any legal action instituted by a third party or a governmental entity other than the City challenging the validity of any provisions of this MDP, the parties hereby agree to cooperate in defending such action.

21.5 Joint Preparation.

Preparation of this MDP has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

21.6 Exhibits.

All Exhibits attached hereto contain additional binding terms of this MDP and are incorporated herein by reference.

21.7 Caption or Section Headings.

Captions and section headings contained in this MDP are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this MDP, nor the intent of any provision hereof.

21.8 Further Assurances.

Each of the parties hereto shall execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this MDP and give effect hereto to the extent allowed and in a manner permitted by law. Without any manner limiting the specific rights and obligations set forth in this MDP or legally limiting or infringing upon the governmental authority of the City, the parties hereby declare their intention to cooperate with each other in effecting the terms of this MDP and to coordinate the performance of their respective obligations under the terms of this MDP.

21.9 Disclaimer of Third Party Beneficiary.

This MDP is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this MDP, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this MDP or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

21.10 Successors and Assigns.

This MDP and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and Developer and their respective successors-in-interest. The

terms and conditions of this MDP similarly shall be binding upon the property and shall run with the land and the title to the same.

21.11 Terms; Effective Date.

This MDP shall be effective upon approval by the City Commission and execution of this MDP by all parties and shall expire upon rezoning of Ormond Crossings to other than PMUD.

21.12 Recordation.

Upon approval by the City Commission and execution of this MDP by all parties, this MDP and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Volusia County within fourteen (14) days after its execution by the City and this MDP shall run with the land. The Developer shall pay the costs to record this MDP.

21.13 Amending this MDP.

Specific amendments to this MDP are provided for in Sections 4.1(2) and 17.2 above. Other amendments to this MDP shall be adopted in accordance with the provisions of Chapter 1, Article II of the City's LDC. Public notification procedures required for rezonings will not be required for modifications of this MDP, except as required by Section 166.041(3)(a), *Florida Statutes*.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST:

Joyce A. Shanahan
City Manager

CITY OF ORMOND BEACH

Ed Kelley
Mayor

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 17th day of September, 2013, by ED KELLEY and JOYCE A. [redacted]AN the Mayor and City Manager respectively, for and on behalf of the City of Ormond Beach, Florida, who are personally known to me and who did not take an oath.

WITNESS my hand and official seal this 17th day of Sept., 2013.

LOIS M. TOWEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE831570
Expires 10/26/2016

(Seal)

Lois M Towey
Notary signature

LOIS M. TOWEY
Printed name

WITNESSES:

Eileen Linehan
EILEEN LINEHAN
Printed Name

Carol Benedict
CAROL BENEDICT
Printed Name

TOMOKA HOLDINGS, LLC, a Florida Limited liability company

William I. Livingston
President/Manager

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 5th day of September 2013, by **William I. Livingston**, the President/Manager, for and on behalf of the Tomoka Holdings, LLC, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this 5th day of September 2013.

Notary Public State of Florida
Danielle M Ferguson
My Commission EE089456
Expires 01/13/2014

(Seal)

Danielle M Ferguson
Signature

Danielle M. Ferguson
Printed Name

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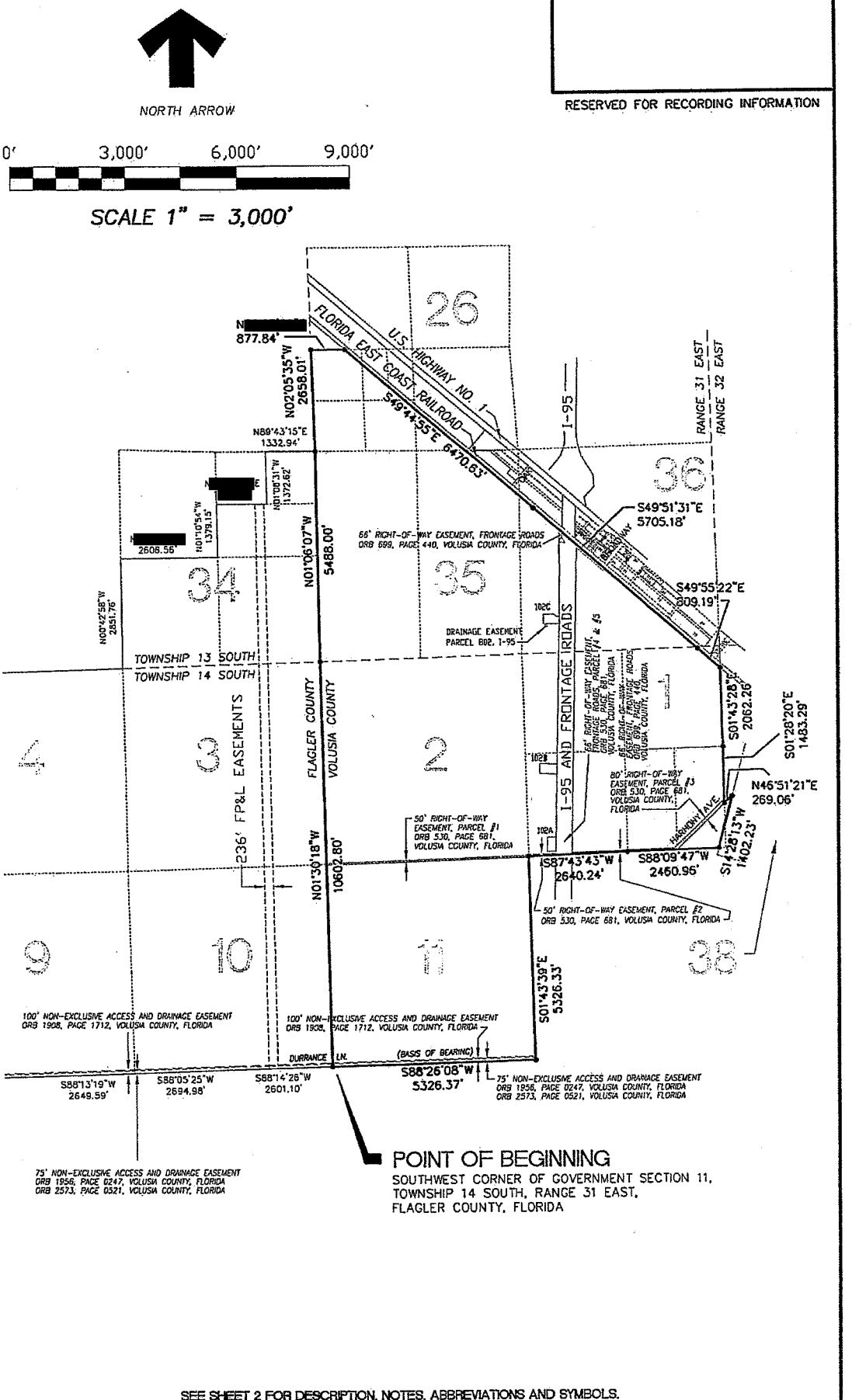
5/2/13

Instrument# 2013-183892 # 53
Book: 6910
Page: 871

RESERVED FOR RECORDING INFORMATION



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

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LB #2232

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6B
DATE:	05/05/2005
SHEET NO.	1 OF 2

Instrument# 2013-183892 # 54
Book: 6910
Page: 872

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND located IN GOVERNMENT SECTIONS 26, 35 AND 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, GOVERNMENT SECTIONS 1, 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND GOVERNMENT SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N01°30'18"W, A DISTANCE OF 10,602.80 FEET; THENCE N01°06'07"E, A DISTANCE OF 5,488.00 FEET; THENCE N02°05'35"W, A DISTANCE OF 2,658.01 FEET;
THENCE N89°27'29"E, A DISTANCE OF 877.84 FEET; THENCE S49°44'55"E, A DISTANCE OF 6,470.63 FEET; THENCE S49°51'31"E, A DISTANCE OF 5,705.18 FEET; THENCE S49°55'22"E, A DISTANCE OF 809.19 FEET; THENCE S01°43'28"E, A DISTANCE OF 2,062.26 FEET; THENCE S01°28'20"E, A DISTANCE OF 1,483.29 FEET; THENCE N46°51'21"E, A DISTANCE OF 269.06 FEET; THENCE S14°28'13"W, A DISTANCE OF 1,402.23 FEET; THENCE S88°09'47"W, A DISTANCE OF 2,460.96 FEET; THENCE S87°43'43"W, A DISTANCE OF 2,640.24 FEET; THENCE S01°43'39"E, A DISTANCE OF 5,326.33 FEET; THENCE S88°26'08"W, A DISTANCE OF 5,326.37 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 2,937.53 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF of harmony road (50' and 80') lying east of interstate highway i-95, further described in or book 530, pages 681 through 683 inclusive, of the public records of volisia county, florida, containing 283,918 sq. ft. or 6.52 acres more or less;

less and except florida department of transportation drainage areas 102a, 102b, 102c, further described in or book 4989, pages 2218 through 2220 inclusive, of the public records of volusia county, florida, containing 301,957 sq. ft. or 6.93 acres more or less;

THE AGGREGATE contains 2,924.08 acres more or less.

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12/12/06

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY LINE OF GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING S88°26'08"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

SIGNED: Kenneth J. Kuhar

KENNETH J. KUHAR
FLA. PROFESSIONAL SURVEYOR/MAPPER # 6105

ABBREVIATIONS

C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
CB=CHORD BEARING
R/W=RIGHT OF WAY
℄=CENTER LINE
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
I.D=IDENTIFICATION
CONC=CONCRETE
(R)=RECORD
(F)=FIELD MEASURED
U.E.=UTILITY EASEMENT
PCP=PERMANENT CONTROL POINT
PC=POINT OF CURVE
PT=POINT OF TANGENCY
PI=POINT OF INTERSECTION
PB=PLAT BOOK
PG=PAGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
MB=MAP BOOK
PRM=PERMANENT REFERENCE MONUMENT
PLS=PROFESSIONAL LAND SURVEYOR
PE=PROFESSIONAL ENGINEER
ORB=OFFICIAL RECORD BOOK
FFE=FINISH FLOOR ELEVATION
(NR)=NON-RADIAL
(RAD)=RADIAL
A/C=AIR CONDITIONER UNIT

LB #2232

TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave., Daytona Beach, FL 32114
Phone: 386-257-1600 Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T2132FLCI
DRAWING REFERENCE NO.	2132-SL6
DATE:	05/05/2005
SHEET NO.	2 OF 2

DEVELOPER COMMITMENTS

Development Agreement Section	Commitment	Start / Complete
Part II, Section 3	Submit Application to rezone Ormond Crossings to Planned Mixed-Use Development.	August 16, 2010. (Submitted on August 16, 2010).
Part II, Section 6	Provide the City with a written accurate status report, which shall include all information necessary for the City to conduct its 12 month review.	August 16, 2011 and annually thereafter.
Part III, Section 1	Necessary extensions, upgrades and improvements to the City's utilities, to wit:	
	• Build 1,000,000 gallon water storage tank and pump station.	Concurrently with the first phase of construction.
	• Construct 16" potable water main extension along Tymber Creek Road from Southern Pines PUD to Durrance Lane.	As required when west side is developed. Currently estimated in 2017.
	• Construct 16" potable water main along Tymber Creek Road from Durrance Lane to Ormond Crossings.	As required when west side is developed. Currently estimated in 2017.
	• Construct 12" sewage force main along US-1 from Airport Road to Ormond Crossings.	Concurrent with the first phase of construction.
	• Construct appropriately sized reclaimed water transmission line along US-1 to Ormond Crossings.	To be constructed when appreciable amount of effluent is available. Estimated in 2019.
	• Install the internal water, sewer and reclaimed water utility systems.	As needed to serve utility customers.
Part III, Section 2	Mitigate offsite transportation impacts for Ormond Crossings equal to 4,551 external peak hour trips, to wit:	
	• Pay the FDOT $500,000 as funding for a PD&E study for general consideration of SR-40 improvements from Tymber Creek Road to I-95.	July 31, 2013

EXHIBIT "B"

Development Agreement Section	Commitment	Start / Complete
	• Upgrade the approximately 4.15 miles segement of Tymber Creek Road from Airport Road to the I-95 underpass. *	Unless sooner constructed by Volusia County, start within 1 year of the 1st subdivision or site plan approval for the portion of Ormond Crossings that is located west of I-95 and complete in 1 year.
	• Design, permit and construct the segment of Crossings Boulevard from US-1, including a railroad fly-over to a round-about as shown on the Phase A plat of Ormond Crossings (Segment 1) and loan the CRA authority sufficient funds to construct Segment 1.	Start within 5 years after the plat of Ormond Crossings Phase A is recorded and complete prior to Ormond Crossings exceeding 2,017 net external peak hour trips.
	• Design, permit and construct the segment of Crossings Boulevard from Segement 1, including an I-95 fly-over, to connect to an internal roadway within Ormond Crossings, west of I-95 (Segment 2).	Start at such time as the CRA Authority provides written notice that it can reasonably foresee having the ability, within 2 years, to repay the loan for construction of Segment 1 and complete prior to Ormond Crossings exceeding 4,000 net external peak hour trips.
	• Construct an internal roadway system that provides a connection from the point of terminus of Segment 2 to US-1, northwest of its interchange with I-95.	Prior to buildout of 1,000 residential units at Ormond Crossings, regardless of whether or not Segment 2 has been constructed by that time.
	• Construct a road segment from the point of terminus of Segment 1 northward to connect to Tymber Creek Road via an I-95 underpass.	Start within 6 months following commencement of construction of Segment 1 by the CRA Authority and complete within 1 year following commencement or when Segment 1 is completed, whichever is later.
	• Install a traffic signal at US-1 and Broadway Avenue and turn lane improvements.	Construct turn lanes prior to the east bound (Broadway Avenue) approach traffic exceeding 53 vehicles during the 8 highest hours of an average weekday and install the traffic signal 1 year after the east bound (Broadway Avenue) approach meets traffic signal warrants based on FDOT's study procedures.
	• Install a traffic signal and additional turn lanes at US-1 and Hull Road.	Complete by December 31, 2012, provided that if the traffic signal is not warranted or if there has been no certificates of occupancy issued within Ormond Crossings, then within 1 year following the date the traffic signal is warranted or the 1st certificate of occupancy has been issued, whichever is later.

* Eligible for County transportation impact fee credits if constructed by the Developer.

Development Agreement Section	Commitment	Start / Complete
	• Install traffic signals at the entrances to Ormond Crossings from US-1 north and south of the I-95 interchange and install communication cable or wireless devices connecting those traffic signals and the traffic signal on US-1 at Broadway Avenue.	When traffic meets traffic signal warrants based on FDOT's study procedures.
	• Provide the City and Volusia County with a timing study for the traffic signals on US-1 from the northern entrance of Ormond Crossings on US-1 to the southern entrance on US-1 at Crossings Boulevard/Pine Tree Road.	Complete within 6 months following a request from the City or County but not later than December 31, 2020.
	• To the I-95 south bound ramps, add a second south bound I-95 to south bound US-1 left turn lane, convert the existing inside left turn lane to a shared through/left turn lane and extend the south bound I-95 to north bound US-1 right turn lane to 550 feet.	Complete prior to Ormond Crossings exceeding 2,275 net external peak hour trips.
	• To the I-95 north bound ramps, add a second I-95 north bound to US-1 south bound left turn lane and extend the north bound I-95 to north bound US-1 right turn lane to 550 feet.	Prior to Ormond Crossings exceeding 2,275 net external peak hour trips.
	• Make adjustments to existing traffic signals if necessary in connection with the improvements to the I-95 south bound and north bound interchange ramps.	Following completion of the interchange improvements.
	• Construct new roadways and improvements to portions of Pineland Trail and Harmony Avenue that are within or bordering Ormond Crossings. **	In conjunction with the construction of subdivision improvements required for the adjacent land in Ormond Crossings.
	• Adhere to transient oriented development design, principles and concepts within an area appropriate for future transit.	Ongoing.
	• Enter into an agreement with the City and Votran which addresses roadway and transit capital, operations and maintenance funding.	Prior to the issuance of the 1st certificate of occupancy at Ormond Crossings and then meet annually with the City and Votran to decide on appropriate multi-modal transportation strategies and operations for the following year.

** May qualify for City transportation impact fee credits.

Development Agreement Section	Commitment	Start / Complete
	• Install left and right turn deceleration lanes at all entrances to Ormond Crossings on collector and arterial roadways as determined by the appropriate maintaining agency.	In conjunction with the construction or improvements to entrance roads.
	• Provide the following bicycle and pedestrian systems: connect onsite bicycle systems to any adjacent external bicycle systems existing at the time of construction; design covered walkways into non-residential structures to the extent practicable; install appropriate signage identifying bike routes; provide connections for bicyclists and pedestrians between residential neighborhoods, employment centers and commercial areas to the maximum extent practical; provide bicycle support facilities (e.g., parking and lockers) at commercial areas and all work areas.	Ongoing.
	• Take the following transit related actions: construct bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays where necessary to augment and facilitate the operations of transit services to Ormond Crossings as determined by the City in consultation with Votran; construct transit pull out bays and transit shelters as required by the City in consultation with Votran; provide a site for multiple future transit stops to accommodate buses at a location determined by the City in consultation with Votran; at the City's request, enter into an agreement with the City in consultation with Votran in order to determine the appropriate number and location of pull out bays, transit shelters, covered walkways and their location on the site, the size of a future transit super stop if determined by the City to be appropriate for the estimated ridership, and the viability of a community development district operated internal tram system to provide transportation to destinations and transit stops within Ormond Crossings; and when studies are conducted to implement bus service,	Ongoing.

Development Agreement Section	Commitment	Start / Complete
	cooperate fully with the City and donate necessary right-of-way that may be necessary for the route, transit stations, park-and-ride facilities and other accoutrements deemed warranted by Votran, in consultation with the City.	
	• Promote and encourage variable work hours and flexible participation by onsite employers, including making known to tenants and residents that Ormond Crossings has access to an existing ride sharing program operated by Votran and permanently displaying transit and current ride sharing information in all public gathering areas, employment centers and other areas as suggested by Votran and the City.	Ongoing.
	• Coordinate with the City, Votran, the community development district and any property owners' association to assure the provision of park-and-ride space is onsite and construct an area for use as a rider-share lot to lessen the overall impacts on regional roadways.	At the time of site development.
Part III, Section 3	Deed to the City title to the 17 acre park site.	Within 90 days following the effective date of the comp plan amendment. (deeded on July 29, 2010).
	Deed to the City up to 5 sites containing a total of 45 acres of uplands to serve as park sites.	Prior to buildout of 2,000 residential units.
	Provide the following recreational facilities: 1 community center, consisting of 6,000 sq. ft. of space which shall be owned and operated by the City; a trail system, including a minimum of .75 miles of hard surface walkways; a picnic shelter with restrooms; 1 soccer/football field; 1 baseball/softball field; 2 outside basketball courts with lights; 2 shuffleboard courts; 1 bocce ball court; 1 tennis court; and 1 racquetball court. ***	Prior to buildout of 1,000 residential units at Ormond Crossings.

*** Eligible for City recreation impact fee credits.

Development Agreement Section	Commitment	Start / Complete
	Provide the following additional recreational facilities: 1 or more community centers consisting of an aggregate of 4,000 sq. ft. of space which shall be owned and operated by the City, the community development district or one or more property owners' associations; a trail system, including a minimum of .525 miles of hard surface walkways; passive park area of 36.5 acres; an off-lease dog park; a covered playground area; 1 baseball/softball field; 2 outside basketball courts with lights; 2 shuffleboard courts; 1 bocce ball court; 2 tennis court; and 1 racquetball court. ***	Prior to buildout of 2,000 residential units at Ormond Crossings.
	Deed to the Volusia County School Board title to an elementary school site at a location acceptable to the City and the School Board containing a minimum of 20 contiguous reasonably compact useable acres.	Prior to the issuance of residential building permits at Ormond Crossings.
Part III, Section 5	Provide a fire station site containing a minimum of 3 upland acres. Design and construct a fire station at Ormond Crossings and purchase a Class "A" pumper vehicle and a ladder truck. ****	Within 90 days following a request from the City at anytime after platting Phase A. Based on information from the Fire Department, there is a need for a new fire station to be operational before call volume reaches 700. Based on the previously discussed development program, the projected resident population within the CRA will reach 4,530 persons or a call volume of 680 in 2021.

*** Eligible for City recreation impact fee credits.
**** Eligible for City fire and rescue impact fee credits if the City enacts impact fees to pay for public facilities.

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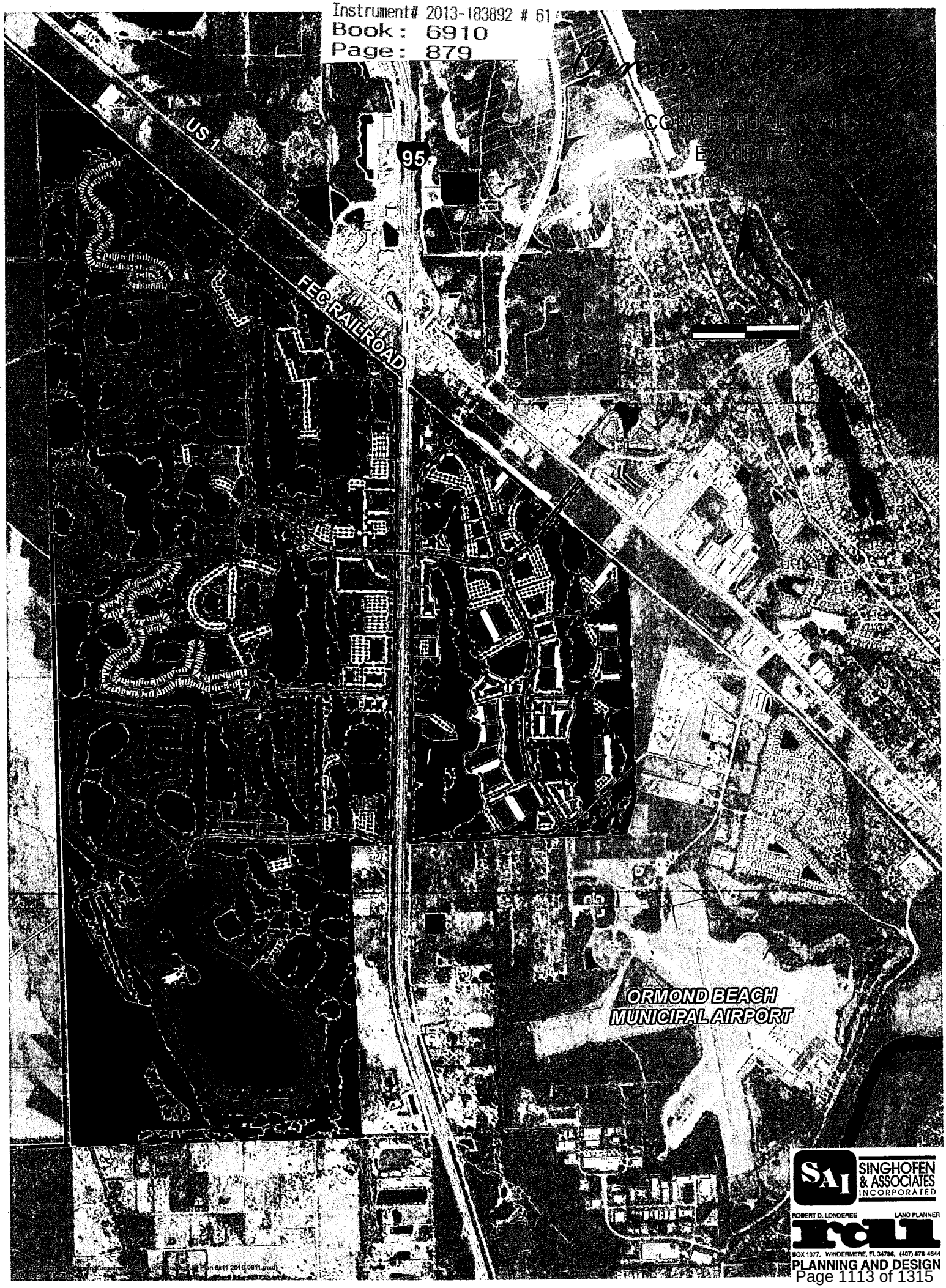

SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN

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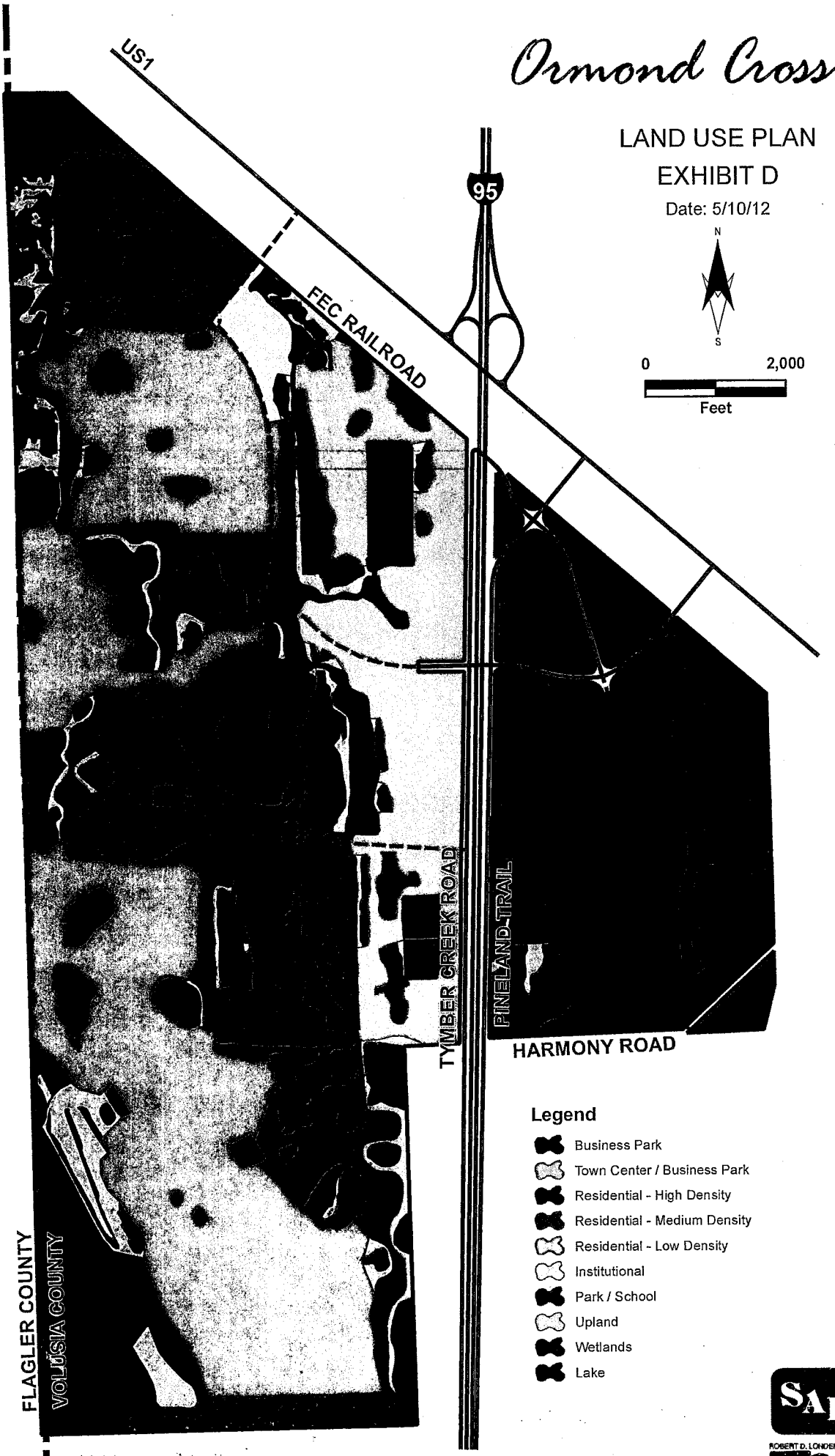
Ormond Crossings

LAND USE PLAN
EXHIBIT D

Date: 5/10/12



Legend

- Business Park
- Town Center / Business Park
- Residential - High Density
- Residential - Medium Density
- Residential - Low Density
- Institutional
- Park / School
- Upland
- Wetlands
- Lake

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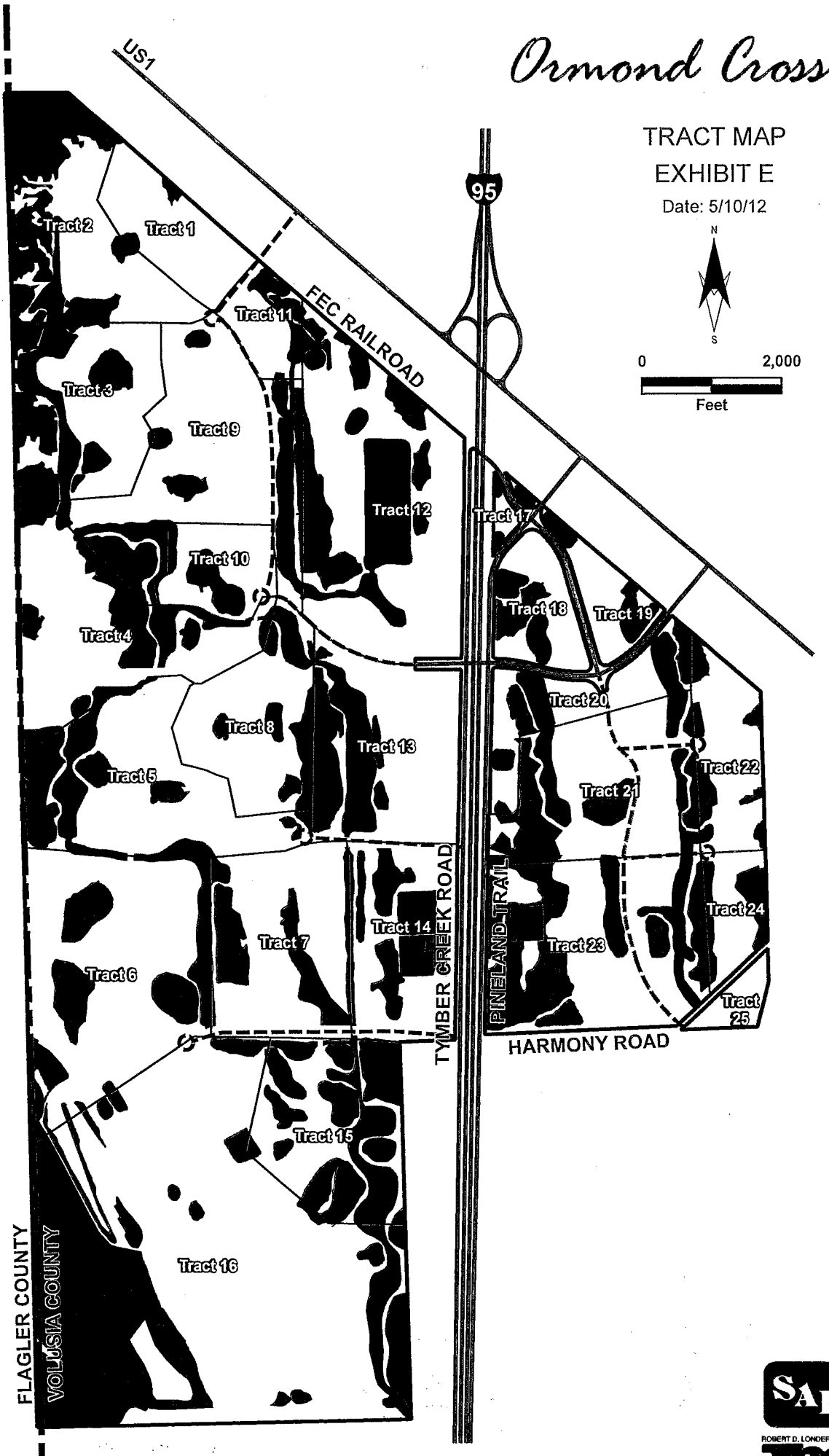
Ormond Crossings

TRACT MAP
EXHIBIT E
Date: 5/10/12



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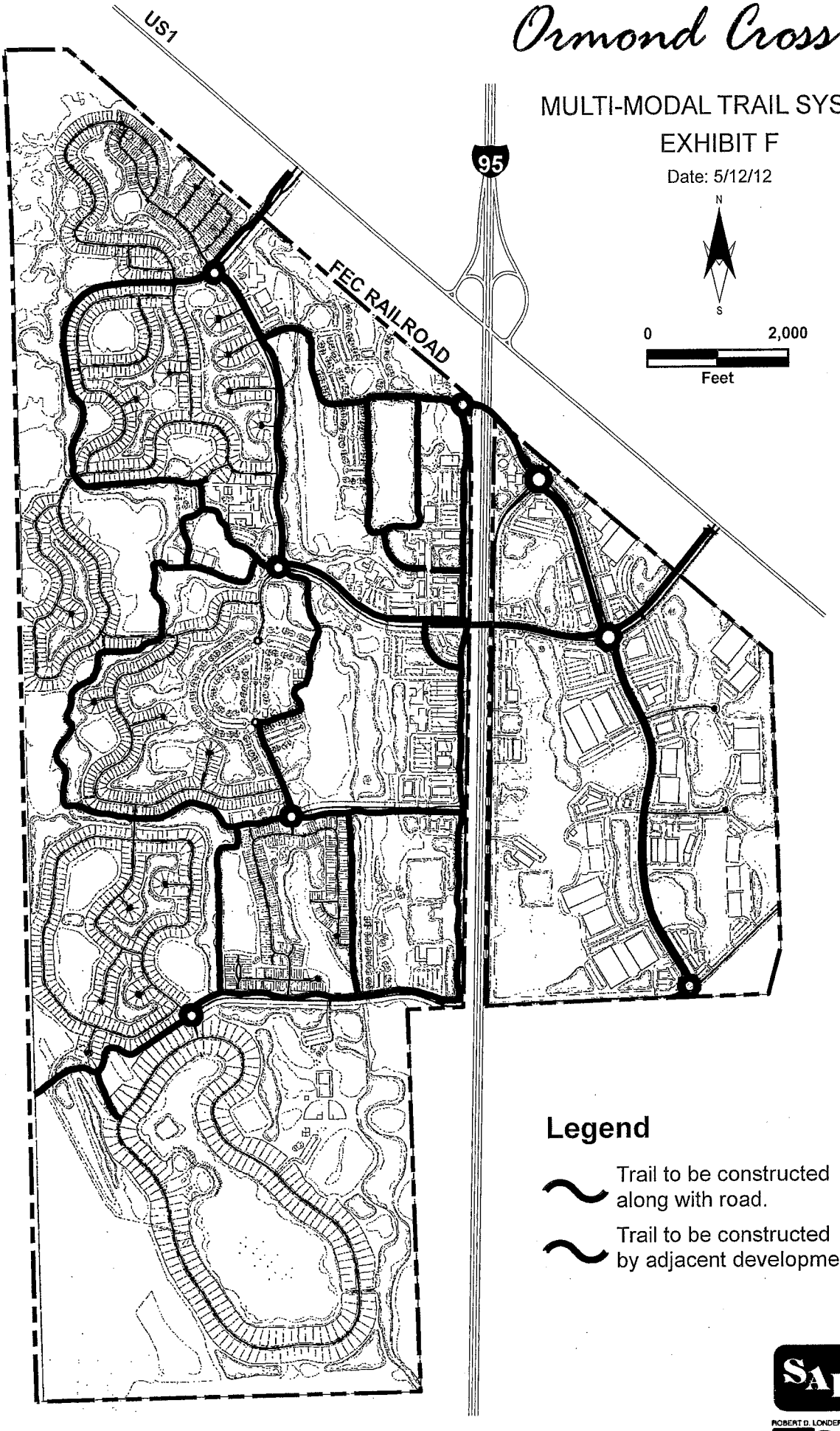
Ormond Crossings

MULTI-MODAL TRAIL SYSTEM
EXHIBIT F

Date: 5/12/12



Legend

- Trail to be constructed along with road.
- Trail to be constructed by adjacent development.

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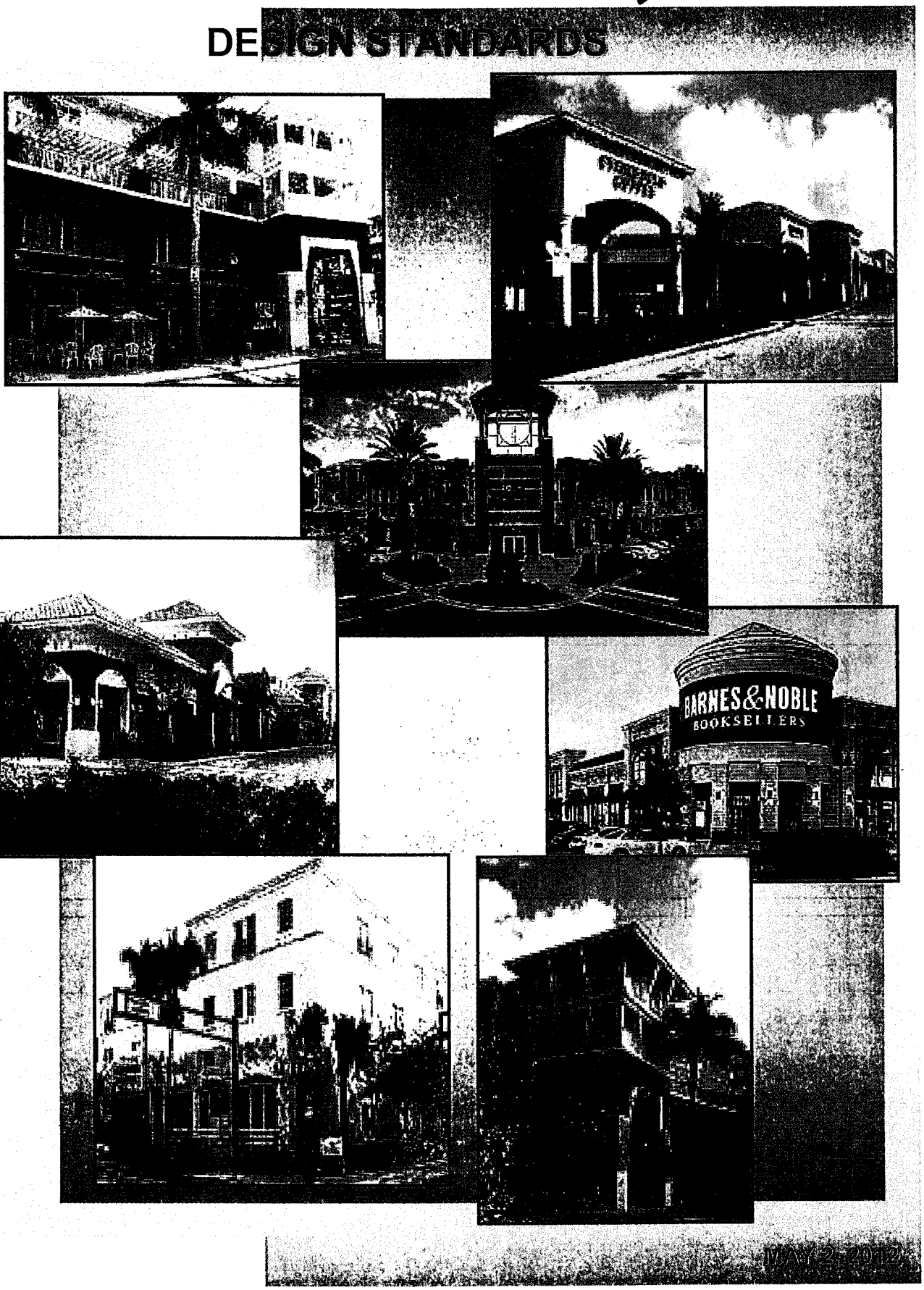
DESIGN STANDARDS



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GENERAL

A. GENERAL

1.0 Project Introduction

1.1 Ormond Crossings Overview

Ormond Crossings is a 2,924 acre planned development located at the southeast quadrant and southwest quadrant of the intersection of I-95 and US-1 in the City of Ormond Beach, Florida (the "City"). The Ormond Crossings site is adjacent to the City airport and is bordered on the east by the Florida East Coast Railroad which has existing sidings adjacent to the site. Because of its proximity to these major transportation links (I-95, US-1, airport and rail), Ormond Crossings is an ideal location for all types of business and industrial development, supported by a broad mixture of residential opportunities. Ormond Crossings will be developed as a mixed-use project that incorporates areas for extensive business and light industrial development, commercial uses and a variety of appropriate residential types.

1.2 Ormond Crossings Master Development Plan

The Ormond Crossings Master Development Plan (to which these Design Standards are attached as Exhibit G) ("Master Development Plan") sets the framework for development of the project. Exhibit C to the Master Development Plan shows the three primary development areas (Business Park, Business Park/Town Center and Residential) and also identifies the other areas within the project site (Agriculture/Recreation/Upland, Park, Lake and Wetlands) and the major roadways within the project (Crossings Boulevard Segment 1, Crossings Boulevard Segment 2 and the general location of internal connector roads).

1.3 Land Use Areas

Ormond Crossings will be made up of the following land use areas as shown on the Master Development Plan:

(a) Business Park - The "Business Park" will include sites for a combination of mixed-uses, including the following: office; business/flex-space (light industrial); industrial; storage; warehouse/distribution; public/institutional uses; and support retail/commercial.

(b) Business Park/Town Center - The "Business Park/Town Center" will consist of an urban downtown type area with convenient automobile access but a strong pedestrian orientation. The Business Park/Town Center will include sites for a combination of mixed-uses, including the following: retail/commercial; office; multi-family residential; and elderly housing, such as independent living, assisted living and congregate care; and possibly also public/institutional uses.

(c) Residential Areas - The "Residential Areas" will include sites for various housing types including the following: apartment units; condominium units; townhomes; patio homes; single-family detached homes.

2.0 Design Review

2.1 Description -

The Design Standards consist of the requirements that will be used to regulate land development at Ormond Crossings to promote design treatments that enhance the visual appearance of development, ensure compatibility of buildings and build a strong community image and protect the community aesthetics. All developers, contractors, architects, engineers and property owners shall adhere to the Design Standards that are set forth in Sections B and C below.

The Design Guidelines that are set forth in Sections B. 2.0 and C. 2.0 below further explain the Design Standards, including providing specifications, photographs and illustrations.

2.2 Review Process and Required Submittals -

All developers and contractors shall submit drawings and specifications and other information to the SPRC in accordance with Chapter 3, Article VI, Section 3-67C of the City's LDC. No construction or structural improvement, clearing, filling, landscaping, or other site improvements, or installation of signs and no alteration or addition to any existing structure, site improvement, landscaping or signage shall be made on any property until the plans and specifications showing the proposed design, nature, kind, shape, size, color, materials and location of proposed buildings and other improvements shall have received final approval by the SPRC ("Final Approval").

3.0 Construction Regulations

3.1 Conduct -

All applicants shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons and parties involved in construction of their projects. All applicants shall be responsible for the following:

(a) Ensuring that the construction site is kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion onsite. One or more dumpsters shall be required onsite and construction debris shall be placed in a dumpster on a daily basis. The applicant shall ensure that all dumpsters are emptied as needed throughout the construction process.

(b) Forbidding the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well being of other personnel on the site or affect the quality of workmanship.

(c) Assuring that all those for whom the applicant is responsible are properly insured.

(d) Prohibiting construction personnel from having children or pets on the construction site.

(e) Maintaining portable toilets at the construction site.

(f) Prohibiting the playing of loud music or other loud noises not relating to construction activities.

(g) Prohibiting use of adjacent property for access or staging of materials or equipment without written consent of the owner of the adjacent property.

(h) Prohibiting employees, subcontractors and suppliers from non-construction related activities at or surrounding the construction site, including hunting and fishing.

(i) Prohibiting the use of any firearm within the project.

(j) Requiring employees, subcontractors and suppliers to use only designated construction access roads.

The City shall have the right to limit working hours for construction personnel from time to time for public safety or to prevent a public or private nuisance from occurring.

3.2 Environmental Protection -

All applicants shall be responsible for adherence to the following requirements:

(a) No site clearings shall occur prior to SPRC approval of the site plan.

(b) All structures and pavements shall be located in a manner which will preserve the majority of existing specimen vegetation on the site.

(c) Temporary barrier fencing shall occur around the areas to be preserved.

(d) Construction machinery shall not be driven and materials shall not be stockpiled within designated preservation or conservation areas. Grading, trenching and other methods of soil compaction are prohibited in preserved areas and within the drip line of preserved specimen or historic trees.

4.0 Violations and Enforcement

4.1 Remedies and Enforcement

If a violation of the Design Standards is not cured within thirty days after written notice of the violation, or if the violation cannot be cured within thirty days and the violator is not diligently attempting to cure the violation, then the City shall have the right and obligation to take all actions as are necessary and appropriate to remedy the violation, including, but not necessarily limited to, the following: entering upon the premises upon which the violation exists and taking remedial action, and any such entry shall not be deemed a trespass; suspending or revoking the Final Approval; or commencing proceedings at law or equity to enforce the Design Standards by court order. For purposes hereof, Design Standards shall include the Construction Regulations, that are set forth in Section 3.0 above.

4.2 No Waiver

Failure of the City to enforce any provision of the Design Standards or to remedy any violation thereof, at anytime, from time to time, shall not constitute a waiver of those or other provisions of the Design Standards.

4.3 Attorneys' Fees

In the event of any dispute regarding the Design Standards or any action for interpretation or enforcement thereof, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, legal assistant fees, costs and expenses and any other professional fees, costs and expenses.

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ARCHITECTURAL DESIGN STANDARDS AND GUIDELINES

B. ARCHITECTURAL DESIGN

1.0 Architectural Design Standards -

1.1 Purpose -

(a) Purpose

The purpose of this section is to provide architectural standards that encourage flexible and innovative design resulting in quality architecture throughout Ormond Crossings.

(b) Intent

The intent of this section is to entirely replace the City's architectural design requirements.

(c) Applicability

The provisions of this section apply to new development and construction, redevelopment, renovations and alterations. Development, construction and installation shall be prohibited prior to Final Approval by the ARB.

1.2 General Requirements -

The following architectural design standards shall apply to all new development and construction, redevelopment, renovations and alterations to existing structures within Ormond Crossings. Alterations shall include any change, addition, or modification including, but not limited to, repainting, that affects any of the elements governed by these architectural design standards.

(a) Architectural Styles

There are several recognized architectural styles for the design of buildings within Ormond Crossings. One of the following styles shall be used in the design of buildings: Spanish Mission; Mediterranean; Italianate; Colonial; Neoclassical; Greek Revival; Modern; Craftsman; Florida Vernacular.

(b) Green Building

Green building principles related to energy efficiency, resource protection, and environmental protection (e.g. reusable building materials, light colored roof materials, living roofs to treat stormwater, Florida Water Star, Energy Star, etc.) set forth by agencies such as, but not limited to, the United States Green Building Council and similar agencies are encouraged where practicable.

(c) Garages

Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

(d) Accessory Structures

The roof, exterior walls, and exterior colors of accessory structures, excluding prefabricated sheds, shall be compatible with the design of the principal structure.

(e) Individual and Clustered Mail Boxes

Mail boxes shall be uniform or compatible with the design of the principal structure or neighborhood architectural theme.

(f) Exterior Colors

Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually and aesthetically positive effect consistent with sound and generally accepted land development principles and practices. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and non-residential uses shall be as described in this section.

(1) Measurement of Color

The appropriateness of proposed building colors shall be determined using the Munsell color system or an equivalent methodology. The Munsell color system allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensity).

(i) Light Pastel Colors and White

Acceptable light pastel colors and white shall have a Munsell lightness value of eighty or greater.

(ii) Earth Tones

Earth tones include shades of brown, taupe, beige, and gray. Acceptable earth tone shades shall have a Munsell lightness value of thirty, or greater.

(iii) Fluorescent Colors Prohibited

Fluorescent colors shall be prohibited on all exterior surfaces. Neon lighting is not included within the term "fluorescent." Colors that are deemed loud or garish shall be prohibited.

(iv) Colors Without a Munsell Value

If the Munsell lightness value of a color sample is not available, the ARB shall compare the color sample to a color chip with a known Munsell lightness value and determine whether the sample is lighter, darker, or equivalent.

(2) Building Color Combination

Each building is allowed to have a maximum of three colors, excluding unpainted natural stone, brick, and roof materials or natural appearing substitutes:

(i) Wall Colors

One color shall be selected for the main surface of the building.

(ii) Accent Colors

Accent colors shall offer some contrast and can therefore be darker, lighter, brighter, or richer than wall colors. However, the main consideration in choosing accent colors shall be compatibility with the wall color. Two accent colors shall be allowed per building. One color for architectural elements such as doors, shutters, keystones, quoins, and awnings, and another color for details, such as window trims, windows, door frames, window sills, cornices, and banding. Accent colors shall complement the building's wall color.

(iii) Roof Color

Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or galvanized raised seam metal, are strongly recommended for energy efficiency purposes.

(iv) Faux Building Features

It is prohibited to paint faux features or elements of a structure such as, but not limited to, windows, doors, shutters, or flower boxes.

(v) Repainting

When repairs are being made to the building's exterior wall surface, the wall may be repainted in the same color or another approved

color. When repainting any portion of the building's exterior, the structure shall be painted in the same color or a color approved by the ARB.

(g) Exterior Material/Finishes

(1) Exterior Walls

Exterior wall finish materials shall include stucco, stone, natural brick, finished concrete, split-faced block, wood, other material including, but not limited to, synthetic materials similar in appearance and durability to those previously named. Finishes of exposed concrete block or corrugated metal are prohibited. Finished metal may also be used but only on manufacturing, storage, industrial or warehouse buildings built on Tracts 22 and 24 and only on building faces that do not front a public street.

(2) Roofs

Roof material visible from the ground shall consist of concrete, slate, or clay tiles, asphalt fiberglass shingles, or metal standing seam. To allow for the introduction of new roofing materials of similar quality and appearance, the ARB may maintain a supplementary list of acceptable roofing materials.

1.3 Single-Family and Duplex Residential Architectural Design Standards

This section shall apply to all single-family and duplex residential dwelling units.

(a) Architectural Styles

Duplex residential dwelling units shall have the same architectural design, materials, and colors for both sides.

Within residential developments, an identical house can only repeat every four lots when fronting the same right-of-way including both sides of the street. However, non-identical houses of the same style may be built adjacent to each other.

(b) Roofs

Roofs that are visible from the public right-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural. The following requirements shall apply:

(1) Pitched Roofs

(i) All single-family and duplex buildings shall have a pitched roof covering a minimum of sixty-five percent of the overall floor area under the roof.

(ii) Pitched roofs shall have a minimum slope of 5:12 (five inches vertical rise for every twelve inches horizontal run) and shall have an overhang beyond the building wall; however, the overhang shall not encroach into an easement.

(iii) Flat roofed areas including, but not limited to, porches are permissible in the remaining thirty-five percent of floor area under roof.

(2) Flat Roofs

(i) Porches or screened rooms may have flat roofs.

(ii) Flat roofs shall be reviewed by the ARB for architectural and aesthetic design and impact on the surrounding area.

(iii) Flat roofs shall be located at the rear of the building out of view from the public right-of-way.

(c) Facade Design

(1) Massing Requirement

Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

(2) Articulation

Facade articulation is required to add interest to a building. The following features shall be acceptable techniques of exterior articulation:

(i) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; balconies; brackets; shutters; keystones; dormers; louvers as part of the exterior wall construction.

(ii) Quoins and banding shall wrap around the corners of the structure for at least two feet.

(iii) Banding placed around the windows and doors visible from the right-of-way, golf course, lakes, or other similar highly visible areas. Window shutters may substitute for banding.

(iv) Horizontal banding continuing the length of the wall that faces a street, golf course, or other similar highly visible areas.

(3) Fenestration.

(i) Windowless exterior walls, excluding garage doors that face a public right-of-way, golf course, lake, or other similar highly visible areas are prohibited.

(ii) Windows shall be in harmony with and proportionate to the rest of the structure.

(iii) The use of reflective glass on residential structures is prohibited. Reflective glass is defined as glass having a visible light reflectance rating of fifteen percent or greater.

(4) Shutters.

Shutters function as an accent to windows as well as weather protection.

(i) Accent Shutters

Accent shutters are designed as a visual detail for windows.

Accent shutters shall be a contrasting color to the wall color.

Shutters shall match the height of the window.

Acceptable types of accent shutters include traditional horizontal slat or panel type shutters. Professional scoring or etching of a stucco wall to give the appearance of shutters is also acceptable.

ii) Weather Protection Shutters

Professionally installed Bahaman, Accordion, and Roll Down shutters, as well as clear-guard panels, used as weather protection shall maintain the architectural character when residences are boarded up. Plywood shall not be considered a weather shutter. Duct tape shall not be an acceptable method of

shutter fastening. Storm shutters can be used one month prior to the hurricane season through one month after the hurricane season.

(5) Awnings

If used, awnings shall complement the architectural style and colors of the residence. Awnings may be placed above windows and doors. Placing any awning on residential garage doors is prohibited. Permitted awnings shall be constructed from canvas, matte finish vinyl, copper, or a material that the ARB deems appropriate with regard to the architectural style.

(i) Prohibited materials

Plastic, shiny vinyl, Plexiglas, or materials resembling plastic are prohibited.

(ii) Illumination

Backlit awnings are prohibited.

(d) Mechanical Equipment

Mechanical equipment such as, but not limited to, air conditioning units, pool pumps, generators, and gas tanks shall be screened from view of the public right-of-way and access easements with landscaping and/or fencing in compliance these design standards.

1.4 Multi-Family and Non-residential Architectural Design Standards

The requirements contained in this section apply to all multi-family and non-residential development.

(a) Corporate Trademark Design

Exceptions to the requirements contained within this section shall not be made for corporate franchises.

(b) Building Architecture

Building enhancements are required and shall be achieved through the use of the following:

(1) Building Massing

Massing refers to the two-dimensional shape or three-dimensional volume of a building. Attention to massing is especially important for

large buildings whose bulk can be out of scale with their surroundings; or whose walls or roof lines may be uninterrupted, excessively long or high, or monotonous. Multi-family residential and non-residential developments shall provide building massing and articulation as follows:

(i) Massing Requirements

Building massing shall be implemented by use of techniques that reduce the appearance of high building density or bulk. At least one massing treatment, in addition to the articulation requirement, shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

(ii) Massing Techniques

The use of the following building features, when more than three feet in depth or height, shall qualify as techniques that improve building massing. Other massing techniques may be used, as approved by the ARB:

Balconies	Arcades
Building wall	Porticos
offsets	Projections and recessed sections
Colonnades	Clock or bell towers
Cupolas	Variations in the height of the roof line
Towers	Verandas
Pavilions	Overhangs

(iii) Multi-family Buildings

Large multi-family and townhome building volumes shall be broken into smaller parts to avoid a massive appearance and allow for ventilation and vistas. In addition to the massing requirement noted above, facades of multi-family developments shall not extend for more than one hundred horizontal feet without a major volume shift or a substantial break in volume.

(2) Exterior Articulation

Articulation of exterior walls facing public streets is required to add interest and a distinctive sense of place to a building. The following features qualify as techniques of building articulation:

(i) Articulation Requirements

All facades facing public streets shall include, in addition to the massing requirement, at least one articulation from the list below on each facade. Facades extending for more than fifty horizontal or vertical feet shall provide at least two exterior treatments.

(ii) Prohibited Articulation Techniques

Professional scoring or etching of a stucco wall to give the appearance of shutters, doors, or windows shall be prohibited.

(iii) Articulation Techniques

The use of the following elements shall qualify as articulation techniques:

Base course or plinth course	Cornice
Portals	Piers
Windows	Arches
Transoms	Bays
Show cases	Balconies
Bay windows and oriels	Brackets
Lintels	Wings
String courses and moldings	Porches
Fascia	Stoops

(3) Fenestration

(i) Windowless exterior walls that face a public right-of-way are prohibited.

(ii) For multistory commercial uses, fifty percent of the wall façade on the first floor story shall have windows. The windows shall be placed between three feet and seven feet from the ground.

(iii) For office and multi-family uses, fifteen percent of the wall façade per story shall have windows.

(iv) Windows shall be in harmony with and proportionate to the rest of the structure.

(v) The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Reflective glass is defined as glass having a visible light reflectance rating of fifteen percent or greater and darkly tinted glass windows include glass with a visible light transmittance rating of thirty-five or less. The use of low-emissivity (Low-E) glass is encouraged, but must demonstrate that the reflectance and transmittance requirements are met. All plans submitted to the ARB shall include the glass manufacturer's visible light reflectance, visible light transmittance ratings and Low-E glass specifications for evaluation. Privacy can be achieved through the use of blinds and curtains.

(vi) Movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from the fenestration requirements. The building facades facing public streets shall provide additional architectural elements in lieu of windows.

(c) Roofs

The following types of roofs are permitted:

(1) Pitched Roofs

(i) A pitched roof shall have a minimum slope of 5:12 (5" vertical rise for every 12" horizontal run) and shall have a minimum overhang of two feet beyond the building wall.

(ii) Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers and similar elements. Enhancements shall be consistent with the main elements of the building.

(2) Mansard Style Roof

False mansards are prohibited.

(3) Flat Roofs

Flat roofs shall be hidden from public view by a parapet and decorated by a cornice.

(i) Parapet

The highest point of a parapet shall not at any point exceed fifteen percent of the height of the supporting wall.

(ii) Cornice

Cornices may be simple or mixed (straight and curved moldings), but should not exceed twenty-four inches in depth. Cornices shall have a minimum of twelve inches in height, and a minimum of three vertical (not diagonal) changes in plane, and a variety of thicknesses in relief ranging from the greatest at the top to the least at the bottom.

(4) Canopy Roofs

Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements.

(d) Building Entrances

All buildings are subject to the following regulations:

(1) Entrance Placement

The main building entrance shall face the public right-of-way unless it is determined by the ARB that such configuration is not practicable. When parking is located on the side or rear of the building, the placement of a suitably large building entrance that faces the parking area shall complement, but not displace, the main building entrance.

(2) Entrance Articulation

Main building entrances shall be articulated in a manner consistent with the architectural style of the building. All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels; pediments; pilasters; columns; porticos; porches; overhangs; railings; balustrades; features consistent with the building style.

(e) Awnings

Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors and are subject to the following requirements:

(1) Height

A minimum clearance of eight feet shall be maintained between the sidewalk and the lowest part of the awning.

(2) Prohibited Materials

Plastic (or materials resembling plastic), shiny vinyl, and Plexiglas are prohibited.

(3) Illumination

Backlit awnings are prohibited.

(f) Outdoor Lighting

Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

LED or other energy efficient lighting shall be encouraged. Outdoor lighting is subject to the following requirements:

(1) Site lighting shall be provided along all streets, sidewalks, parking lots, steps/ramps, plazas and other areas of high pedestrian use.

(2) Light fixtures shall be spaced in a manner to provide soft and uniform illumination for a given area or corridor.

(3) Light fixtures shall be consistent with the style, materials, scale, proportion, color and location and be consistent with adjacent architecture and surrounding site elements.

(4) Building lighting shall consist of light fixtures mounted on or near the building.

(5) Areas to be lit shall have a system of hierarchy or priority to establish which elements or areas will have the most emphasis in regard to lighting intensity and color. High design areas such as building facades, entries and walkways shall receive the highest priority.

(6) Landscape lighting shall be of low-level illumination with tones and colors that enhance the look of the plant material. Fixtures and light source shall be concealed.

(7) Light pole maximum heights: parking lots and access drives – thirty feet; pedestrian walkways, terraces, plazas – twenty feet.

(8) Illumination shall be limited to the site and shall not cause glare or visual disturbance to adjacent properties.

(9) Flood lighting is not permitted without written authorization from the ARB.

(g) Mechanical Equipment, Utilities, and Storage Areas

(1) Mechanical Equipment

When visible or audible from adjacent property or from the public right-of-way, mechanical equipment shall be screened by walls, fencing, roof elements, or landscaping. Screening shall be extended at least one foot above the equipment being screened. Ground-mounted mechanical equipment shall be located within twenty feet of the principal structure, except transformers.

(2) Service, Utility, Display, and Storage Areas

(i) Outdoor storage, waste disposal, mechanical equipment, and other service support equipment shall be located behind the building line or shall be screened from the view of adjacent properties both at ground and rooftop levels by walls made of masonry, brick, or durable man-made materials.

(ii) Utility boxes shall be totally screened from view of streets, as well as pedestrian areas and walkways. Backflow preventers shall be landscaped.

(iii) Areas for outdoor storage, trash collection, and loading shall be of comparable quality and appearance as that of the primary building.

(iv) Shopping cart storage shall be located inside the building. Cart corrals used by patrons shall be screened by a solid landscaping hedge or wall consistent with the building architecture and materials.

2.0 Architectural Design Guidelines

2.1 Introduction

(a) Purpose

The purpose of these guidelines is to further explain the Architectural Design Standards.

(b) Intent

Architectural Design Standards are intended to create and maintain a positive community image and identity by requiring architectural treatments that enhance the visual appearance and character of Ormond Crossings. The information presented in this section will help to ensure implementation of specific design standards that result in quality architecture, which emphasizes pedestrian scale and recognizes local character.

2.2 General Architecture Guidelines

The following Architectural Design Guidelines shall apply to all new development and construction, redevelopment, and alterations to existing structures within Ormond Crossings.

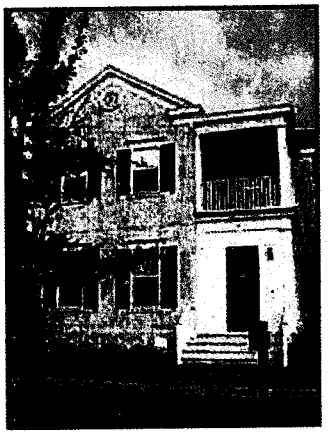
(a) Architecture Styles

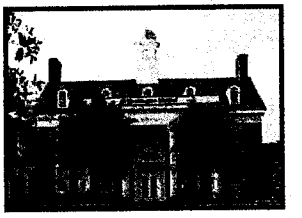
As provided for above in the Architectural Design Standards, buildings are required to adopt one of the following architectural styles. Most of the examples are intended to be only representations and should be used as models of the particular styles.

LIST OF ACCEPTABLE STYLES
Colonial • Craftsman • Florida Vernacular
Greek Revival • Italianate • Mediterranean
Mission • Modern • Neoclassical

COLONIAL

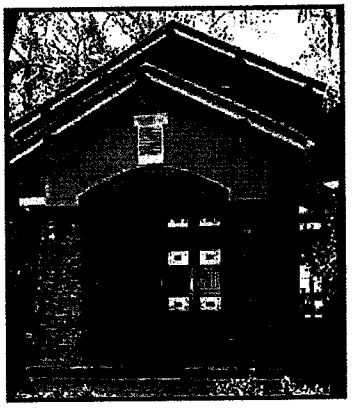
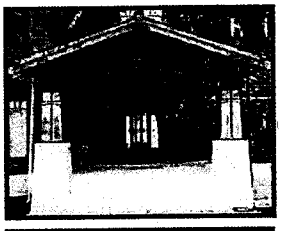
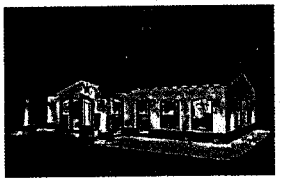
American Colonial ([redacted]) architecture was influenced by the English Georgian Style, which in turn drew its inspiration from Italian Renaissances and Roman and Greek antiquity.
Architectural elements include, symmetrical pediment shaped facades, porches, classical cornices, entablatures, parapets, large porticos, walls made of white clapboard or red Flemish brick and Palladian windows.





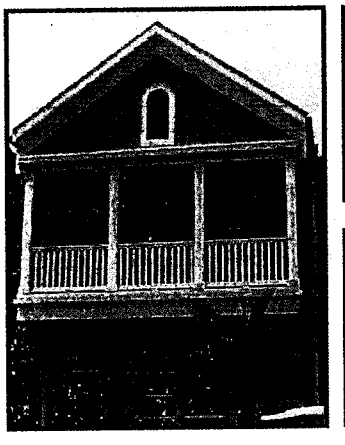
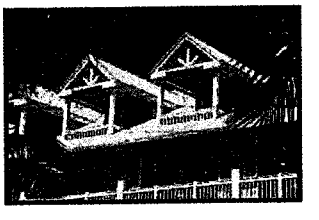
CRAFTSMAN

The Craftsman Style was popular between 1905 and the 1920s. The style originated in California but was quickly spread throughout the country by pattern books and popular magazines.
Characteristics of this style include front gable roofs, tapered front porch columns, and exposed wood beams.

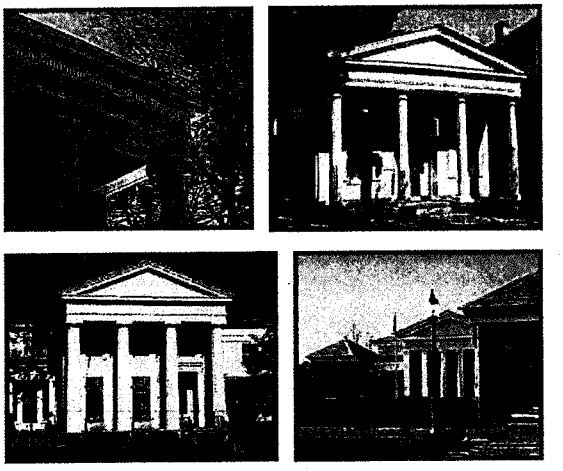
FLORIDA VERNACULAR

Vernacular architecture refers to a regional or "folk" architecture. While some Vernacular buildings in Florida exhibit a Caribbean influence, others are more utilitarian or rural in nature. The Florida Vernacular includes the Cracker Style and the Key West Style.
Typical features of this style are metal roofs, pastel colors and wood frame construction.


GREEK REVIVAL

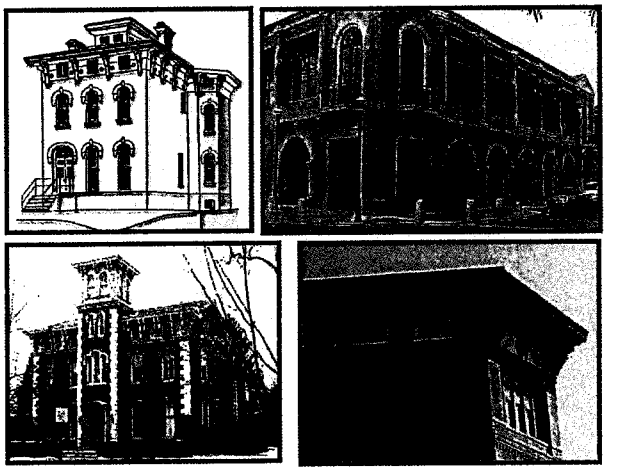
The Greek Revival style is derived from ancient Greek temples. Signature features include an even number of columns, typically four or six, which support an entablature and a triangular pediment. The columns typically flank the front of the building but sometimes encircled it.



ITALIANATE

Italianate became popular in the mid-1800 as an alternative style of architecture. It drew heavily from the Italian Renaissance but also combined elements of the Greek and Roman styles.

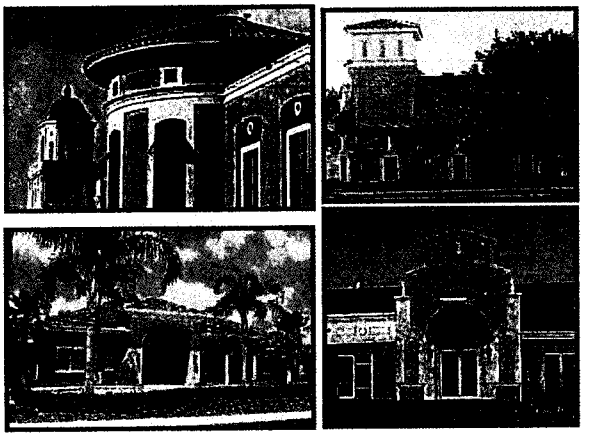
Typical features include square or rectangular floor plans, low pitch or flat roof, towers or cupolas, formal window crowns, paired or group sashed windows, double doors, and cornice moldings. Italianate typically have horizontal belt courses and corner quoins.



MEDITERRANEAN

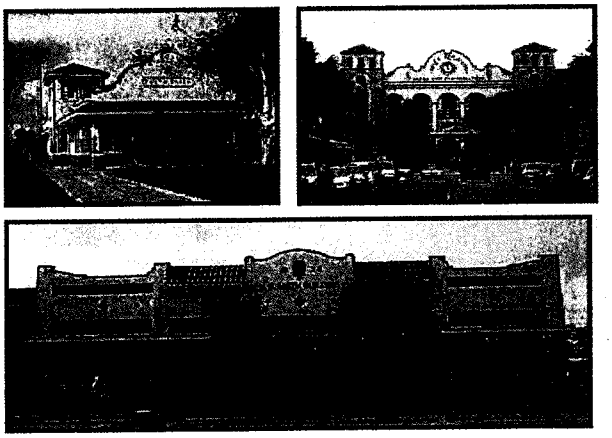
This style was common in California, Florida, and Texas during the 1920s. The style has also been referred to as Spanish Colonial Revival and Spanish Eclectic.

Characteristics include low-pitched roofs, usually with little or no overhang, parapets, red tile roofs, arches, stucco, and asymmetrical façades.



MISSION

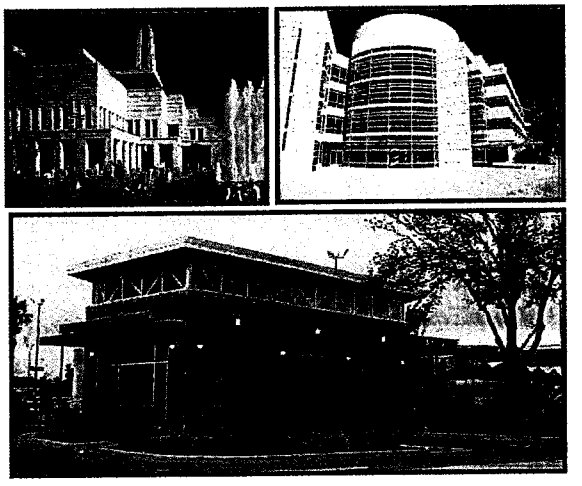
Although not as common as the classical styles, scattered examples were built in the early 20th century throughout the country. The Mission style was usually associated with a wide variety of buildings including churches, train stations, government buildings, and some private residences. Typical features of the style include red barrel clay tile, arches, earth tones; stucco; and asymmetrical façades.



MODERN

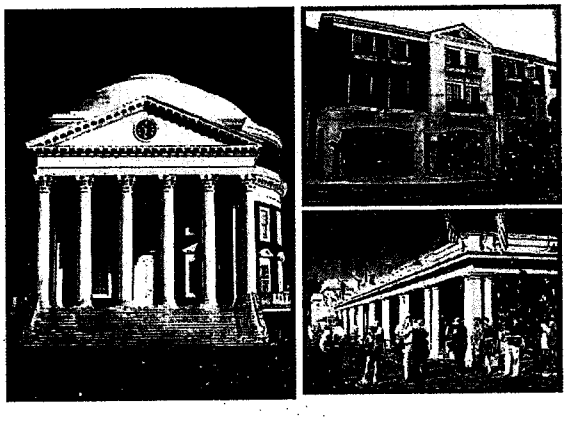
Modern architecture can be generally defined as being a design that abandons the ornamentation of the past and omits traditional detailing. Form follows function, while using local materials to reference the vernacular.

Proportion, massing, scale, fenestration, color, etc., should be included in the design as well as human relativity and compatibility with surrounding architecture.

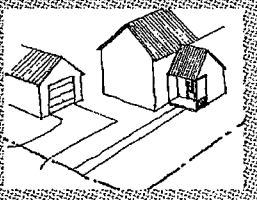


NEOCLASSICAL

This style, popular again in the XXI century for commercial development, is based on the Greek and Roman architectural orders. It is distinguished by symmetrically arranged buildings finished with a smooth or polished stone surface. Pedimented porticos may highlight the façade, sometimes flanked by columns. Parapets are common.

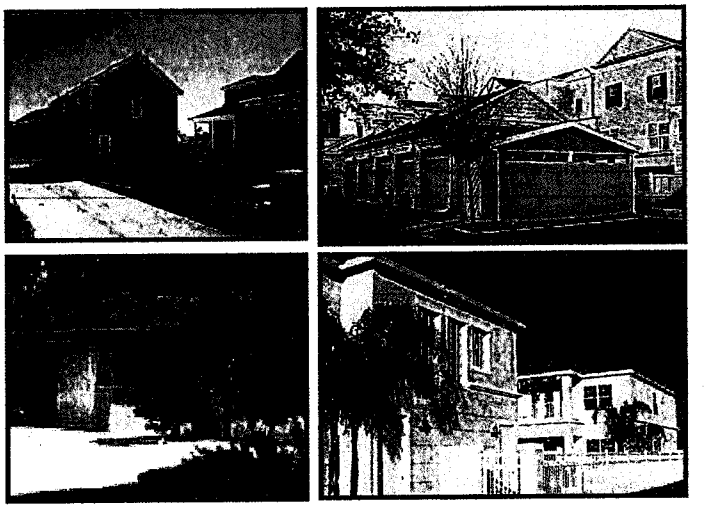


(b) Garages and Accessory Structures



Detached garages and other accessory structures should be designed to relate to the principal building. Accessory structures, including detached garages, shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure.

Examples of Accessory Structures



Examples of Accessory Structures



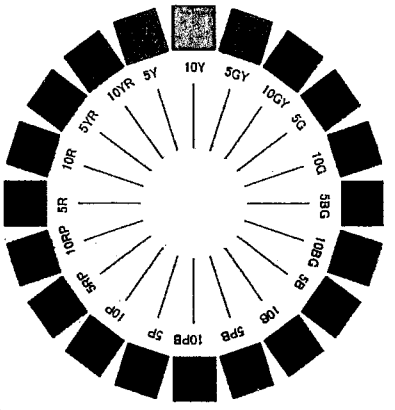
☒ *Not Allowed: Incompatible Styles*



☑ *Allowed: Styles Compatible*

(c) Exterior Colors

Highlighting architectural elements with the use of color creates a pleasing aesthetic. Colors of walls, roofing, and accents such as trim and doors, shall be coordinated to achieve a visually positive effect. While varieties of natural and painted colors are permitted, certain color principles shall be followed. The range of roofing materials and colors allowed for residential and non-residential uses are derived from the Munsell Color Chart.



Munsell Color System

The Munsell color system allows precise documentation of colors using an alphanumeric code to describe the color attributes of hue (pigmentation), value (lightness/darkness), and chroma (color intensit) selected for the main surface of the building.

Permitted values:

COLOR	LIGHTNESS VALUE
Light Pastel Colors and White	≥80
Earth Tones	30
Fluorescent Colors	PROHIBITED

Building Color Combination

Each building is allowed to have a maximum of three colors, excluding unpainted natural stone, brick, roof materials, or natural appearing substitutes, selected from allowable Munsell color codes described above. One color shall be selected for the main surface of the building. Two accent colors shall be allowed per building. One for architectural elements such as doors, shutters, keystones, quoins, and awnings, and another color shall be used for details, such as window trims, windows, doorframes, windowsills, cornices, and banding.



Comparative Examples of Exterior Color



☒ Not Allowed: Architectural Elements & Details Improperly Painted



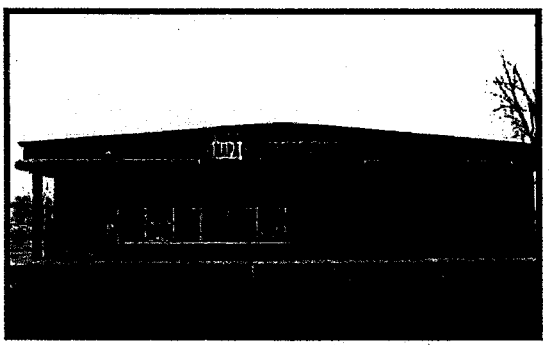
☑ Allowed: Architectural Elements & Detail Properly Painted



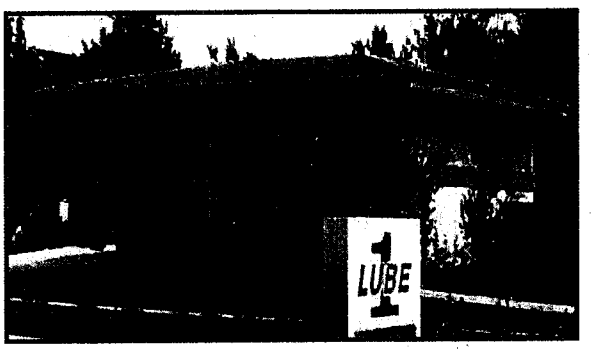
☒ *Not Allowed: Five Colors Used*



☑ *Allowed: Complementary Colors*



☒ *Not Allowed: Fluorescent Colors*



☑ *Allowed: Complementary Colors*

Roof Color

Roof color shall be compatible with the selected wall color. Roofs may be in the color of natural roofing materials (such as slate or clay) or may be finished in shades of gray, galvanized silver, copper, brown, green, red, black, blue, or white, except that a roof made of copper may be left in its natural color. Lighter colored roof materials, such as white or galvanized raised seam metal, are strongly recommended for energy efficiency purposes.

Example of Compatible Roof Color

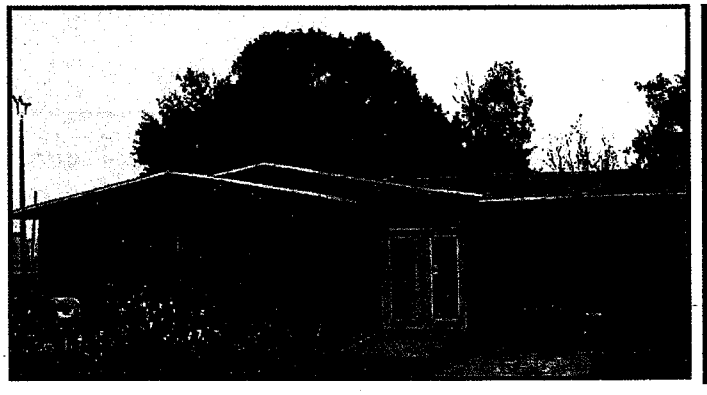


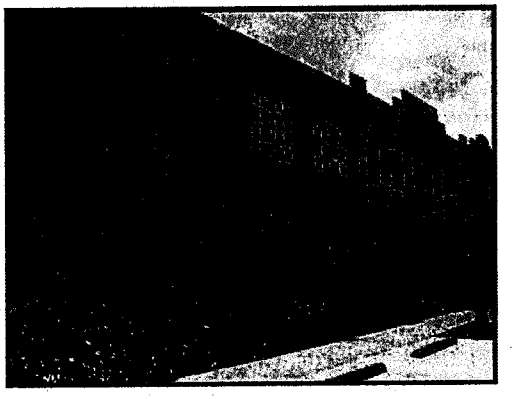
Examples of Prohibited Painted Faux Features

Faux Building Features

Painted faux features or elements such as, but not limited to, windows, doors, shutters, or flower boxes are prohibited.







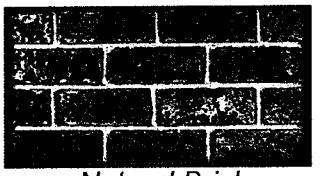
☒ *Not Allowed: Painted Windows, Doors, Shutters & Flower Boxes*

(d) Exterior Materials and Finishes

Building Materials

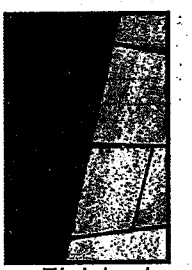
Building materials have one of the strongest visual effects of all elements of building design. Therefore, they should be selected based on compatibility with the building style and neighborhood character. The scale of the building materials used should respond to the scale of the proposed building. Synthetic materials similar in appearance and durability are also allowed. Exposed concrete block and corrugated metal are prohibited.

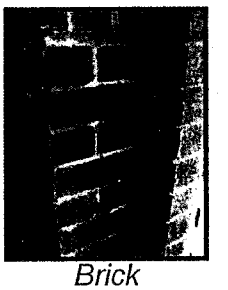
Permitted Materials for Exterior Walls


Natural Brick

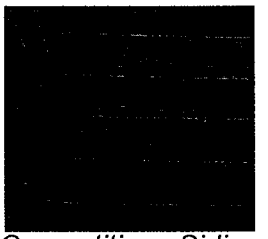

Wood Siding

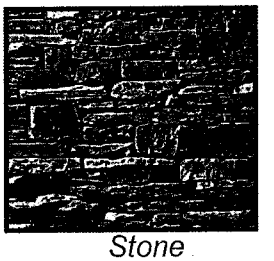

Stucco

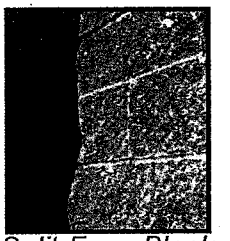

Finished Concrete


Brick

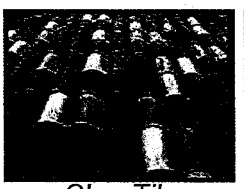

Finished Metal

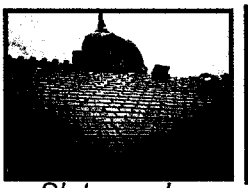

Cementitious Siding


Stone


Split-Face Block

Permitted Materials for Roofs

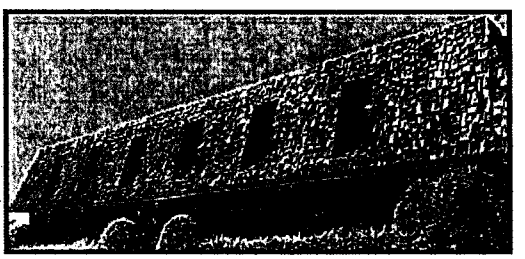

Clay Tile

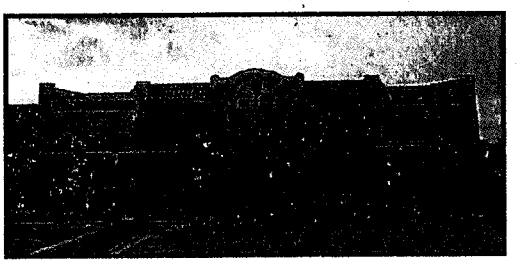

Slate or clay


Metal Seam

Roof Materials

Other materials allowed include concrete tiles, asphalt fiberglass shingles, and metal standing seam.


☒ *Not Allowed: Inappropriate Materials*


☑ *Allowed: Appropriate Materials*

2.3 Single Family and Duplex Standards

(a) Architectural Styles

Residential structures are not subject to the style regulations that non-residential and multi-family structures are. However, the following standards apply to residential and duplex buildings.

- Duplex residential units shall have the same architectural design, materials, and colors on both sides.
- Within residential developments, an identical house can only repeat every four lots fronting the same rights-of-way, including both sides of street. Non-identical houses of the same style may be built adjacent to each other.

Duplex units with same style, materials, and colors on both sides





Single Family Development

Single Family Developments



☒ *Not Allowed: Identical houses less than 4 lots of each other*



☑ *Allowed: Variety of styles (non-identical houses)*



☒ *Not Allowed: Identical houses less than 4 lots of each other*



☑ *Allowed: Variety of styles – Non-identical houses of same style adjacent to each other*

Acceptable methods to determine homes not identical include: 1) flipped house plan; 2) tile roof vs. shingle roof; 3) articulation change on the façade (use banding on one and shutters on the other, etc.); 4) Façade design change, i.e. different massing.

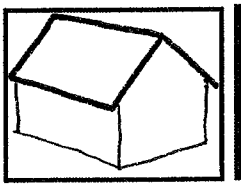
(b) Roofs

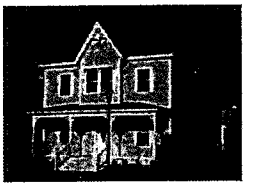
Roofs that are visible from the public rights-of-way shall be of shed, hip, gambrel, mansard, or gable styles. Roof height, bulk, and mass must appear structural even when the design is nonstructural.

- All single family and two family buildings shall have a pitched roof covering a minimum of sixty-five percent of the overall floor area under the roof.
- Flat roofed areas, including porches, are permissible in the remaining thirty-five percent of floor area under roof, where allowed.

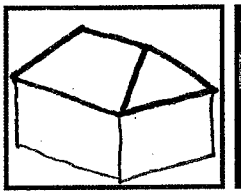
Examples of Acceptable Roofs

Gable



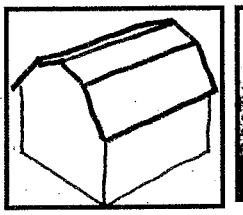


Hip

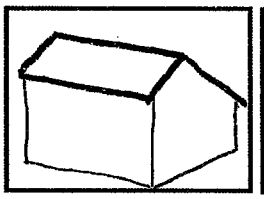




Gambrel

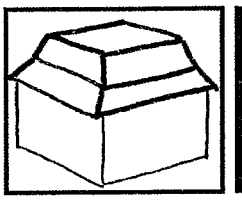








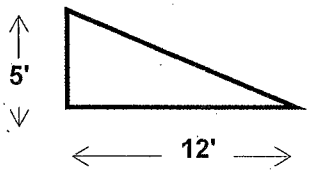
Shed



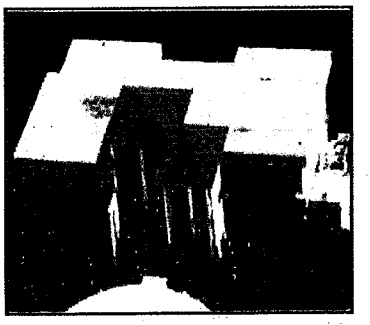


Mansard

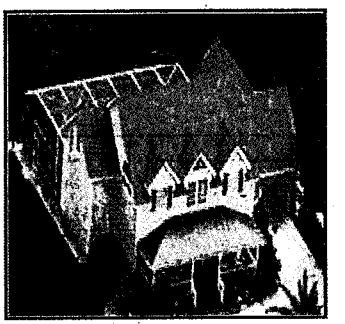
Pitched roofs shall have a minimum slope of 5:12 and shall have a minimum overhang of two feet beyond the building wall. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers, and similar elements.



Comparative Examples



☒ *Not Allowed: Sloped Roof Less than 65%.*



☑ *Allowed: Sloped Roof More than 65%.*

(c) Massing

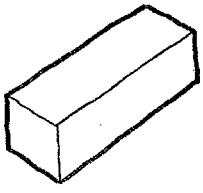
Buildings shall have architectural features and patterns that provide visual interest from the perspective of the pedestrians and motorists. Buildings shall include substantial variation in massing such as changes in height and horizontal plane. Massing shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

Examples of Massing

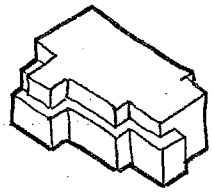




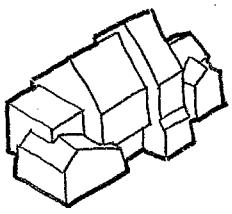
Progression of Massing



Undesirable Architectural Treatment



Vertical and Horizontal Massing Added



Multi-Planed Roofs and Awnings Add Desirable Massing

Comparative Examples



☒ *Not Allowed: Minimal Massing*

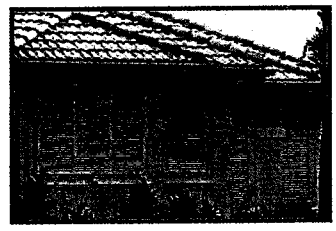


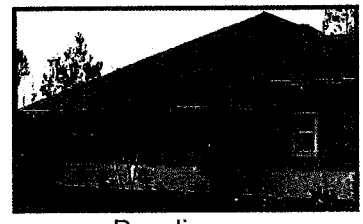
☑ *Allowed: The Use of Massing*

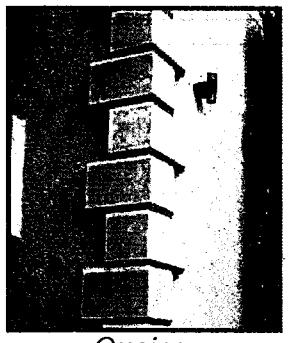
(d) Articulation


Molding


Dormer


Louvers


Banding

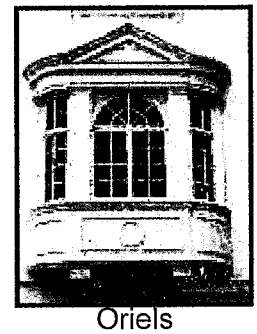

Quoins

Articulation creates interest by adding decorative elements and delineating parts of the house into human scale to which people can relate. As a result, buildings appear more inviting and friendly.
Examples of articulation are:

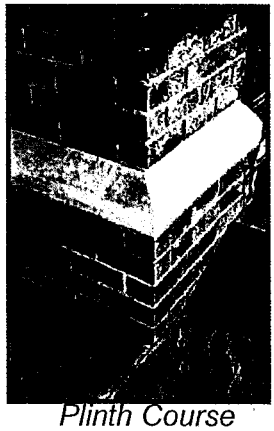
- Plinth Course
- Cornices
- Arches
- Balconies
- Bracket
- Shutters
- Keystones
- Louvers
- Banding
- Moldings
- Stringcourse
- Quoins
- Oriels
- Dormers

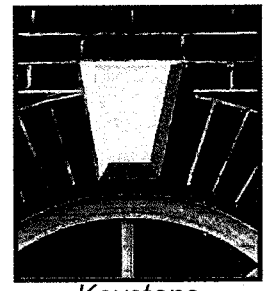
Banding can be placed around the windows and doors. Window shutters may substitute for banding. Horizontal banding that continues the length of the facade, facing the street, golf course, recreational water bodies, or other similar highly visible areas creates a picturesque view.

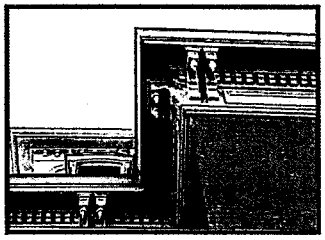
Articulation shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

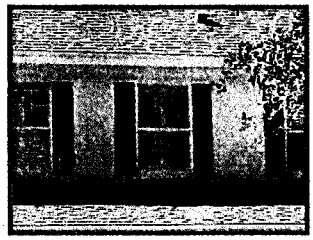

Oriels

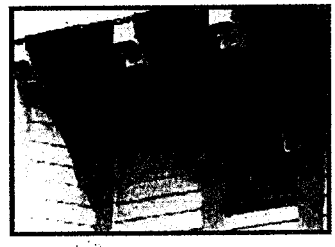

Balcony


Plinth Course


Keystone


Cornice


Shutters


Brackets


Arches & Moldings

(e) Fenestration

Windows shall be in harmony with and proportionate to the rest of the structure.

Windowless exterior walls that face a public right-of-way are prohibited.

Fifteen percent of each wall shall have windows.

Maximum reflectance permitted: 15

Minimum transmittance required: 35

Privacy may be achieved through the use of curtains and blinds

Examples of Fenestration







Comparative Examples



☒ *Not Allowed: Minimal Fenestration*



☑ *Allowed: Fenestration is proportionate, consistent, & representative of interior*

(f) Shutters

Shutters function as an accent to windows as well as weather protection.

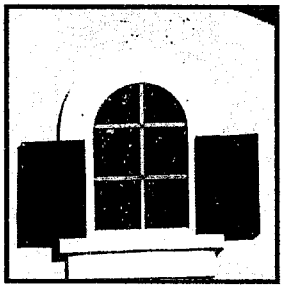
- Accent shutters shall have a contrasting color to the wall color.
- Shall match the height of the window.
- Should look operable/ authentic.
- Types of shutters allowed:
  - Panels
  - Slats

Types of Shutters Allowed



French Shutters

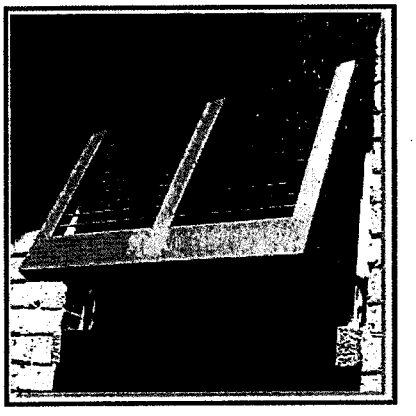
Comparative Examples of Shutters



☒ Not Allowed: Out of proportion.

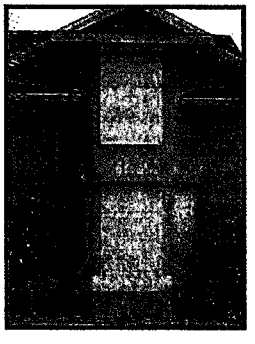


☑ Allowed: Correct positioning, shape & proportion

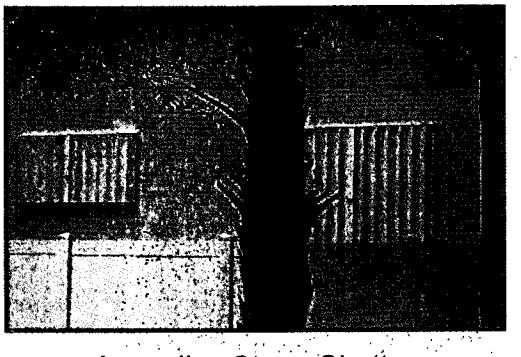


Bahamian Shutters

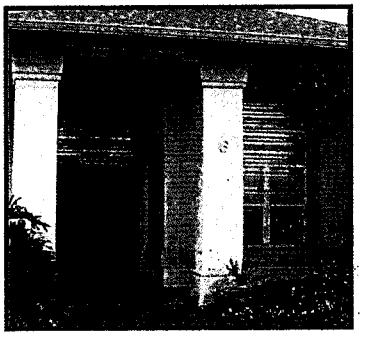
Permissible Storm Shutters



Roll-Up Storm Shutters



Accordion Storm Shutters



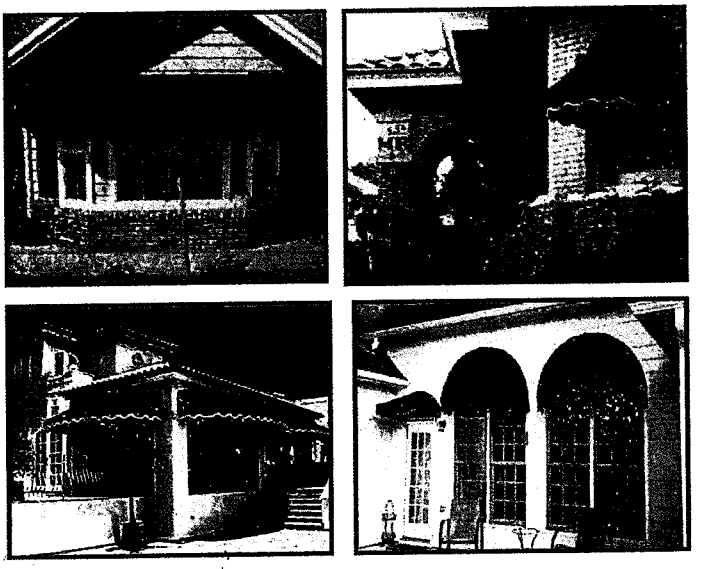
Clear Guard Shutters

(g) Awnings

Awnings should complement the architectural style and colors of the house.

- Awnings may be placed above windows and doors.
- Awnings above garage doors are prohibited.
- Permitted materials: canvas, matte vinyl, and copper.
- Prohibited materials: Plastic, shiny vinyl, Plexiglas, and similar looking materials.
- Backlit awnings are prohibited in residential areas.

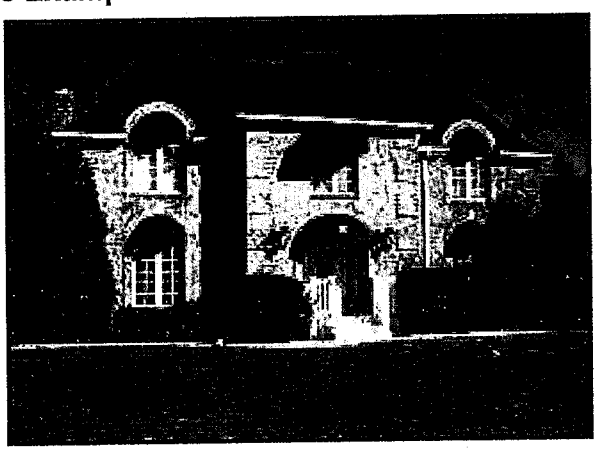
Examples of Acceptable Awnings



Comparative Examples



☒ *Not Allowed: Inappropriate colors and materials*



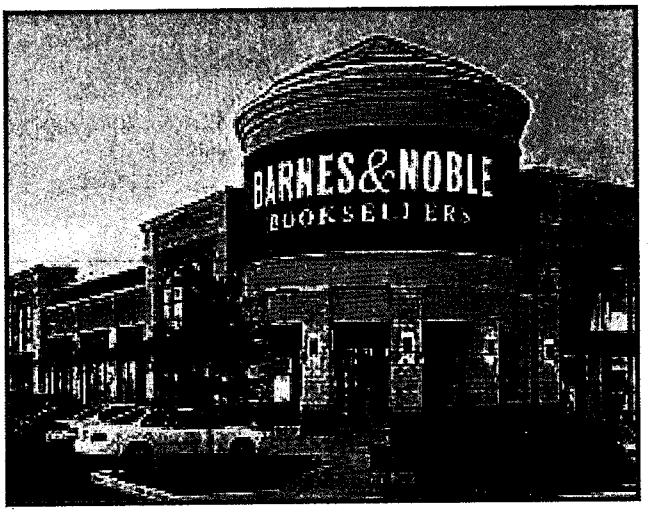
☑ *Allowed: Complementary colors and materials*

2.4 Non-Residential and Multi-Family Standards

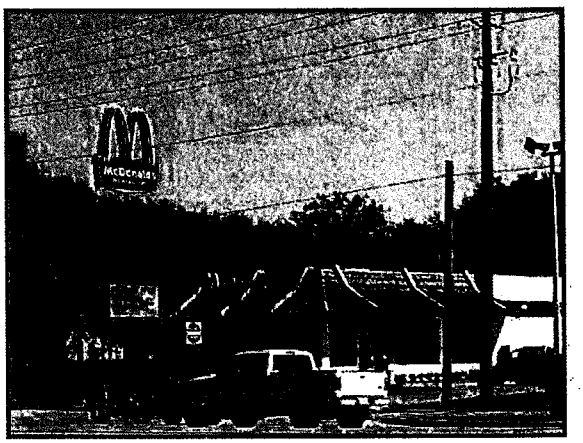
(a) Corporate Trademark Designs

Since it is not in the best interest of the Ormond Crossings property owners to allow corporate franchises to create visual clutter and allow the architecture and colors of their buildings to act as signage, franchises and chains will be required to meet basic quality architectural standards.

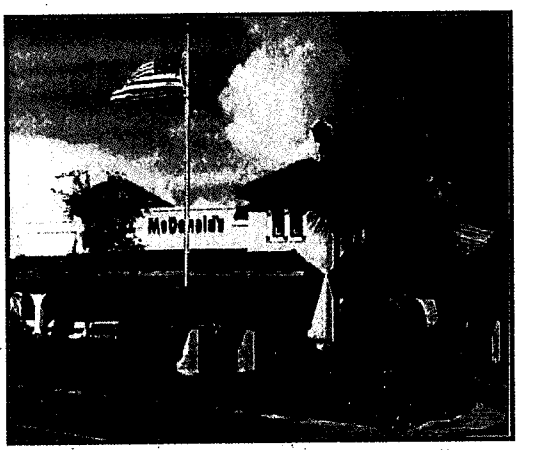
Examples of Acceptable Corporate Architectural Designs



Comparative Examples



☒ *Not Allowed: Corporate Brand Design, Architecture as Signage*



☑ *Allowed: Adherence to Quality Architectural Standards*

(b) Massing

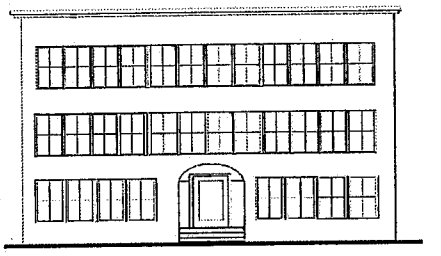
Buildings shall include substantial variation in massing such as changes in height and horizontal plane to minimize the bulk of the volume and achieve pedestrian scale. Massing shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

Horizontal masses should not exceed a height to width ratio of 1:3 without providing a substantial architectural element that projects up, such as a tower or bay or other architectural feature, and/or recesses into the building.

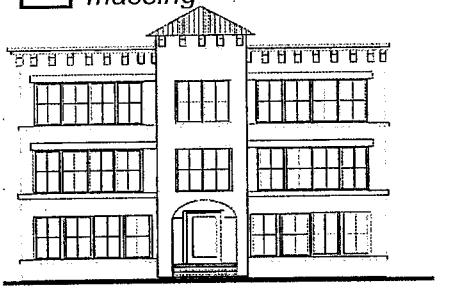
Recommended massing techniques:

- Balconies
- Building wall offsets
- Colonnades
- Cupolas
- Towers
- Pavilions
- Arcades
- Porticos
- Projections and recessed sections
- Clock or bell towers
- Variations in the height of the roof line
- Verandas
- Overhangs

Comparative Examples of Massing

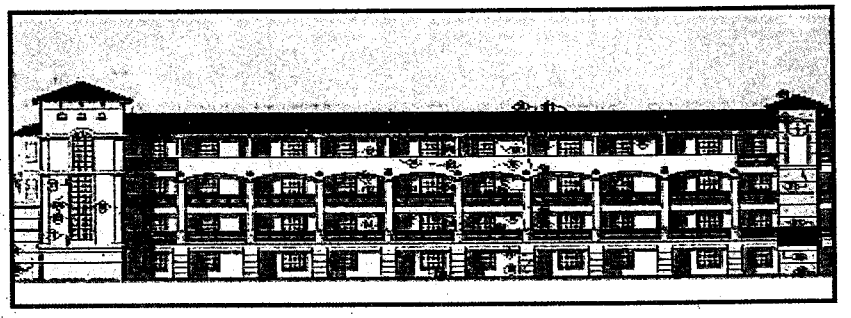


☒ *Not Allowed: Not enough massing*



☑ *Allowed: Appropriate massing (tower, variation in roof height)*

Comparative Examples of Massing



☒ *Not enough massing to avoid horizontality*



☑ *Appropriate massing*

Example of How Architectural Elements Can Achieve Massing



☑ *Balconies, Colonnades, Clock Tower, Cupola*



☑ *Volume Projections*



☑ *Arcades, Balconies*

Building volumes shall be broken into smaller parts to avoid a massive appearance and to allow for ventilation and vistas. In addition to the massing requirement, facades shall not extend for more than one hundred horizontal feet without a major volume shift or a substantial break in volume.

Examples of Massing







☑ *Appropriate massing achieved with variety of volumes*

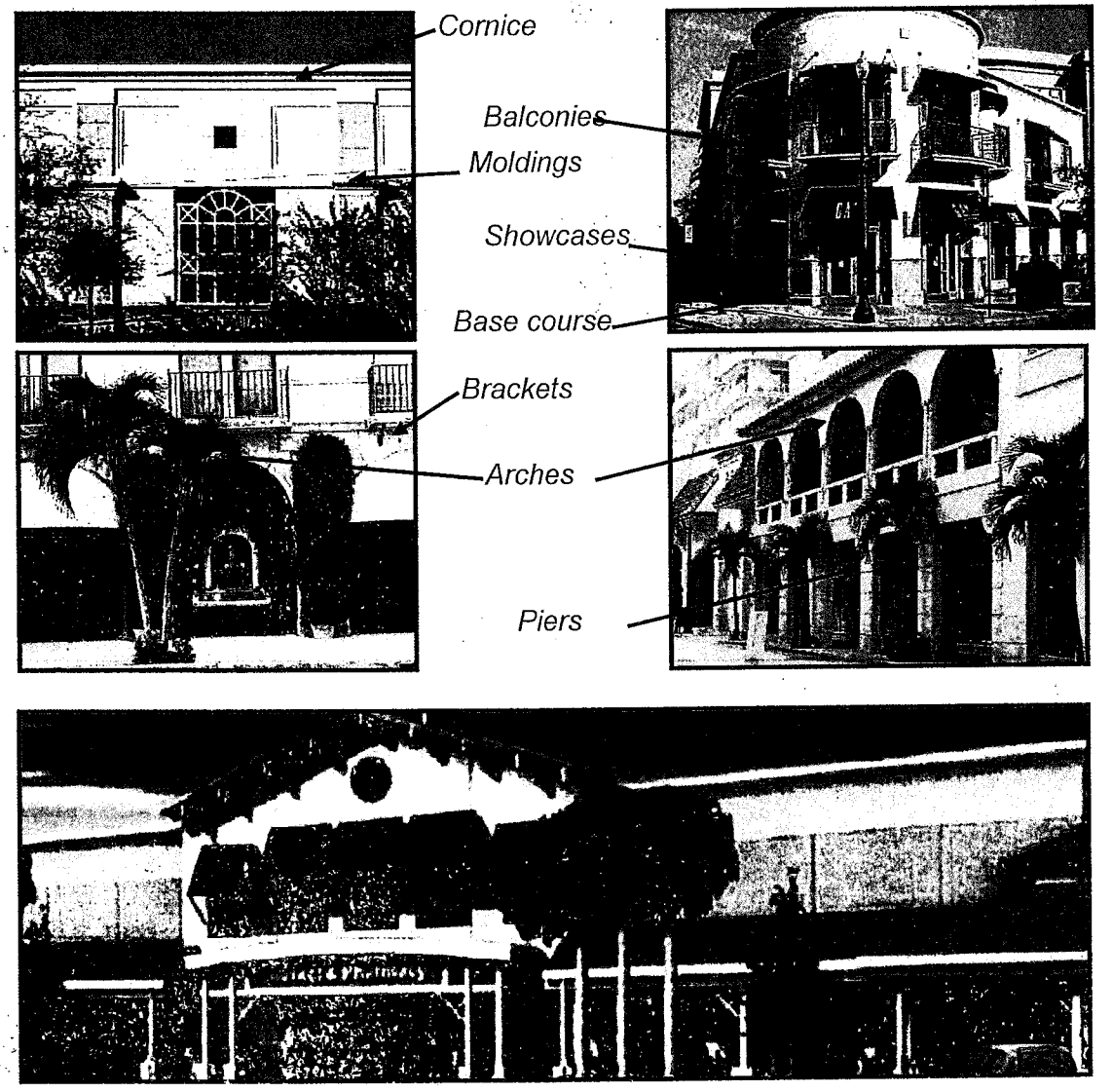
(c) Exterior Articulation Techniques

All building facades shall be enhanced by the use of vertical and horizontal elements. The following elements qualify as articulation techniques:

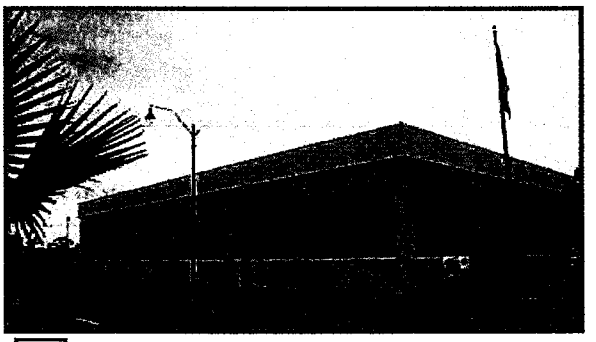
- Base course or plinth course
- Portals
- Windows
- Transoms
- Show cases
- Bay windows and oriels
- Lintels
- String courses and moldings
- Fascia
- Cornice
- Piers
- Arches
- Bays
- Balconies
- Brackets
- Wings
- Porches
- Stoops

Articulation shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

Examples of Articulation Techniques



Examples of Principal Facade Articulation

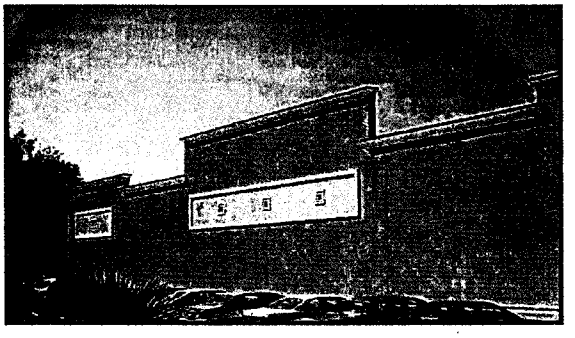


☒ *Not Allowed: Not enough articulation*



☑ *Allowed: Adequate articulation*

Examples of Secondary Facade Articulation



☒ *Not Allowed: Not enough articulation*

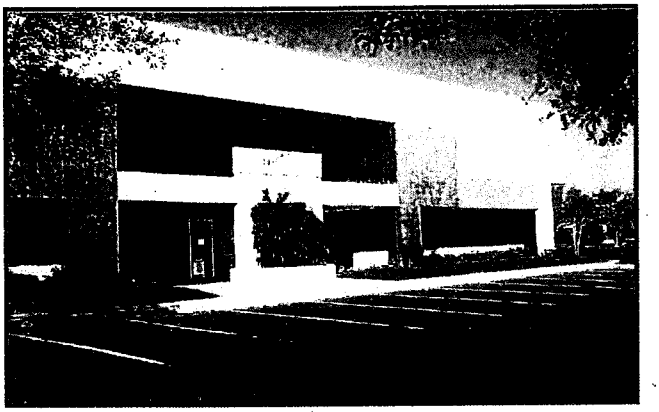


☑ *Allowed: Adequate articulation*

Examples of Adequate Secondary Facade Articulation





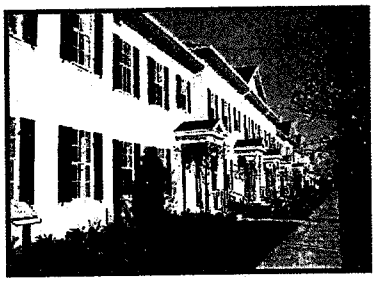


(d) Fenestration

The arrangement of windows and doors should be consistent with the architectural style of the building. Windowless facades facing the public right-of-way are prohibited.

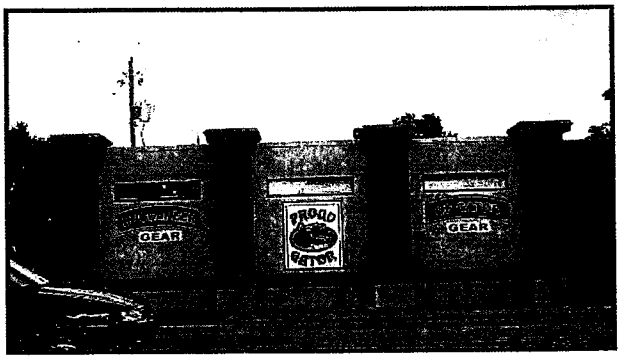
Examples of Appropriate Fenestration



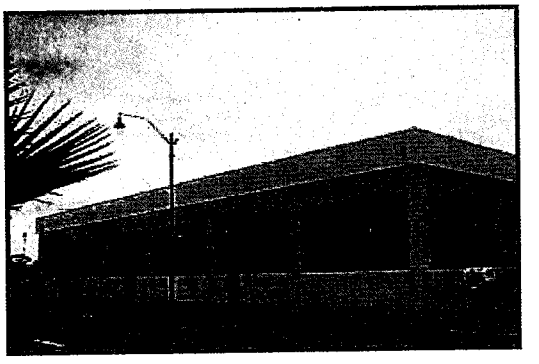


- Multi-story commercial uses shall have at least fifty percent transparency on the first floor. Windows shall be placed between 3 and 7 feet from the ground.
- Office and multi-family uses shall provide a minimum of fifteen percent transparency per story.

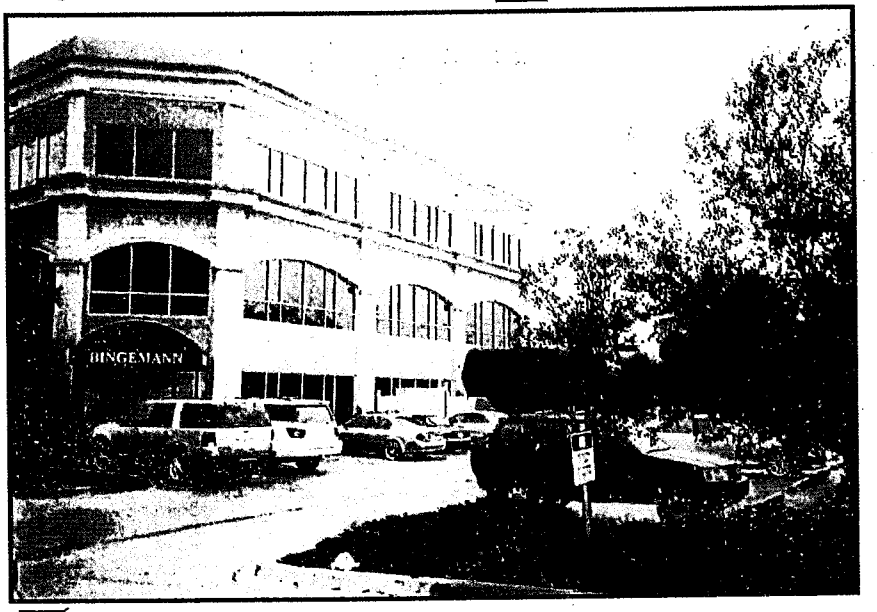
Comparable Examples of Fenestration



☒ *Not enough fenestration*



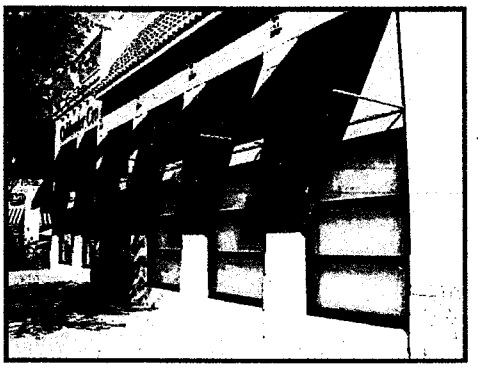
☒ *No fenestration*



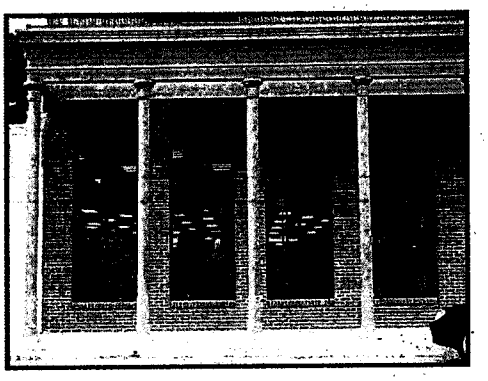
☑ *Adequate fenestration*

The use of darkly tinted or reflective glass on the first floor of commercial structures is prohibited. Light transmittance rating shall be at least thirty-five percent; reflectance shall not exceed fifteen percent. Views into the interior of retail storefronts and restaurants are encouraged for pedestrian activity, safety, and to create a community window-shopping environment.

Comparative Examples of Glass Transmittance and Reflectance



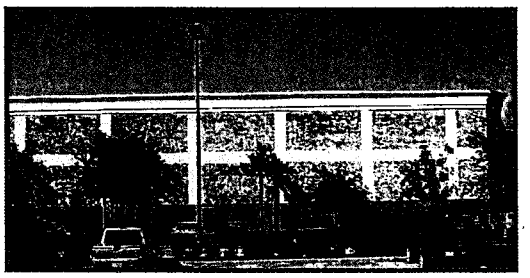
☒ *Not Allowed: Minimal transmittance*

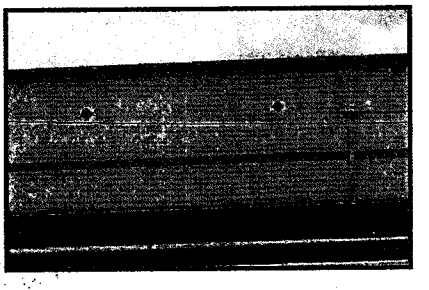


☑ *Allowed: Adequate transmittance and reflectance factors*

Movie theaters, bowling alleys, skating rinks, industrial facilities, warehouses, and similar uses are exempt from fenestration requirements. However, the façade facing public streets shall provide additional architectural elements in lieu of windows.

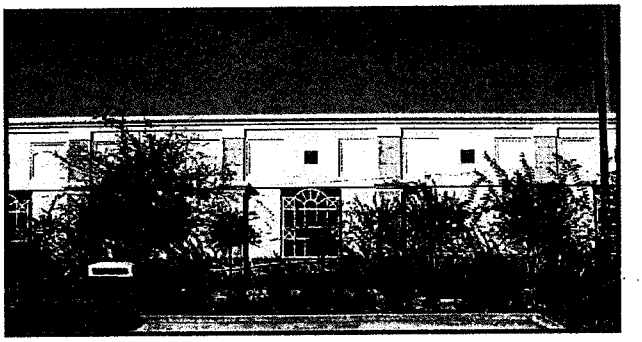
Ornamental Elements In Lieu of Windows





☒ *Not enough elements in lieu of fenestration*





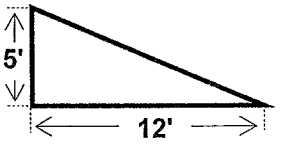
☑ *Allowed: Facade comprised of ornamental elements in lieu of windows.*

(e) Roofs

Buildings shall have a recognizable top consisting of, but not limited to, cornice treatments, roof overhangs with brackets, steeped parapets, richly textured materials and/or differently colored materials.

(1) Pitched Roofs

Pitched roofs shall have a minimum slope of 5:12 and shall have a minimum overhang of two (2) feet beyond the building wall. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers, and similar elements.

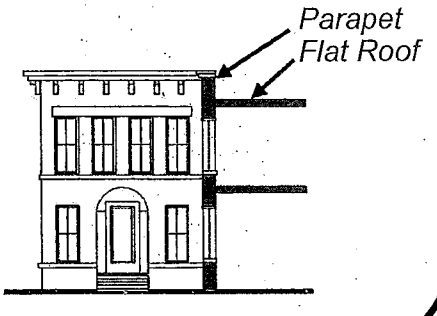


Example of Pitched Roofs

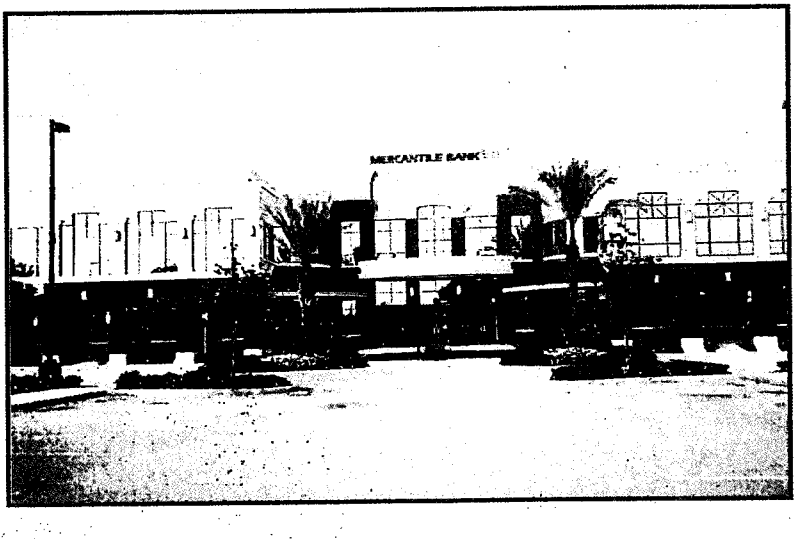


(2) Flat Roofs

Flat roofs shall be hidden from public view by a parapet. The parapet silhouettes may be straight, in circular segments, or in a combination of straight and circular segments.



Examples of Flat Roofs



(3) Canopy Roofs

Canopy roofs for gas stations, drive-through restaurants, and banks are exempt from the pitched roof requirements. However, they are encouraged, especially if consistent with the style of the principal building.

Examples of Pitched Canopy Roofs

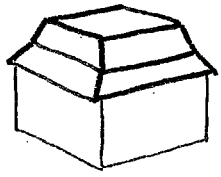


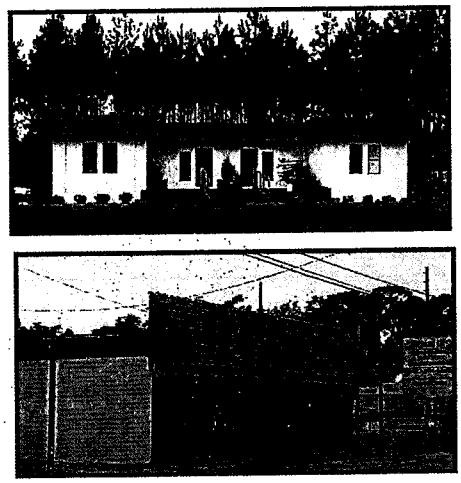
☑ *All these examples show canopies that are consistent with the architecture and roof of the principal building*

(4) Mansard Roofs

Examples of Prohibited False Mansard Roofs

False mansard roofs are prohibited. A mansard roof is defined as a roof having two slopes on all sides with the lower slope steeper than the upper one.





(f) Building Entrances

The main pedestrian entrance to all buildings shall face the primary street and shall be clearly defined and highly visible.

Additional entrances are encouraged facing local streets, parking lots, plazas, waterfronts, and adjacent buildings. However, these additional entrances shall complement, but not displace the main building entrance.

All buildings shall have a minimum of one of the following architectural treatments, separate from the massing and articulation requirements, for each main building entrance: lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and features consistent with the building style.

Example of Well-Defined Entrances



Comparative Examples



☒ *Not Allowed: No distinguishable entry*



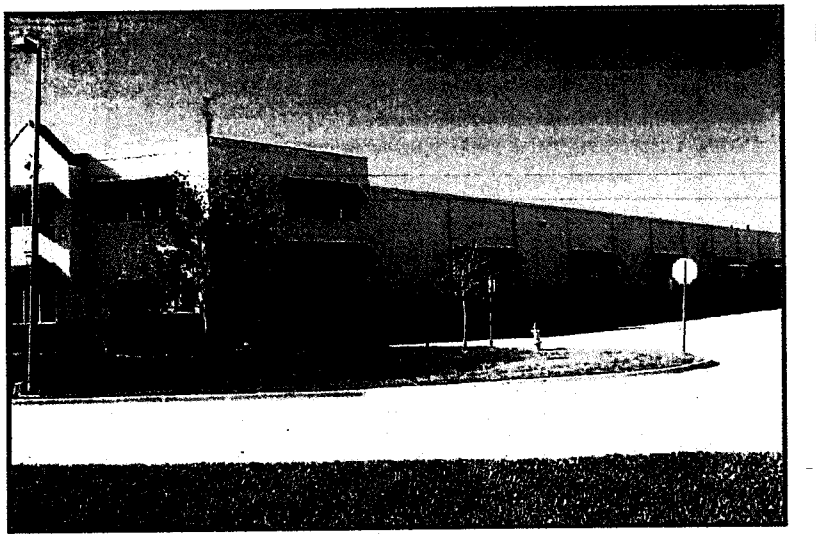
☑ *Allowed: Massing accentuates entry*

(g) Awnings

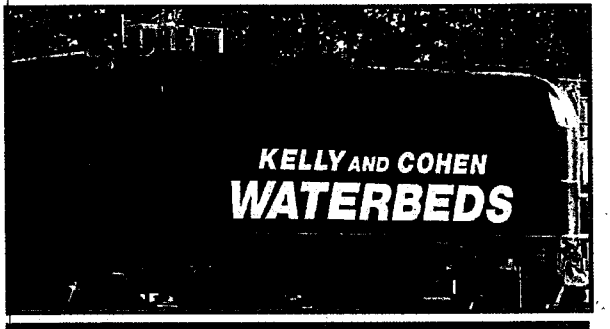
Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors. Awnings should be made of fabric. High-gloss or fabrics that resemble plastic are not permitted. Backlit awnings used as mansard or canopy roofs are prohibited.

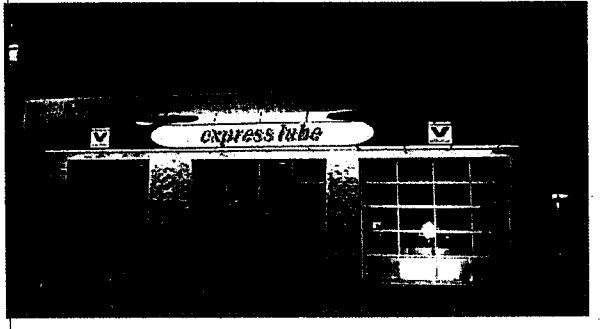
Awnings should be sized to match the corresponding window openings. Their shapes, materials, proportions, design, color, lettering, and hardware also need to be in character with the architecture.

Example of Awnings

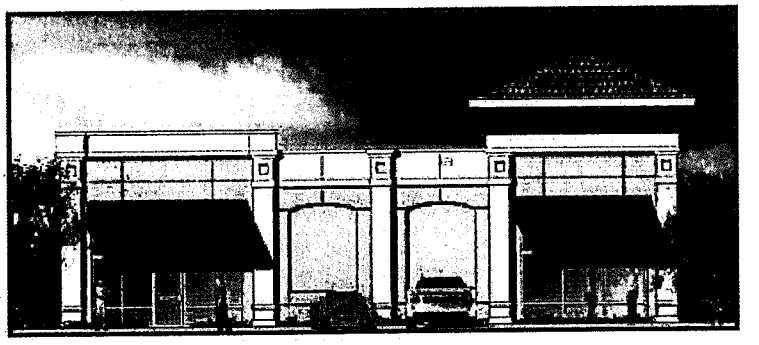


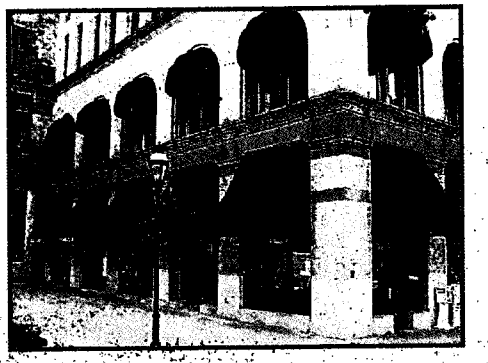
Comparative Examples





☒ *Not Allowed due to materials and illumination*



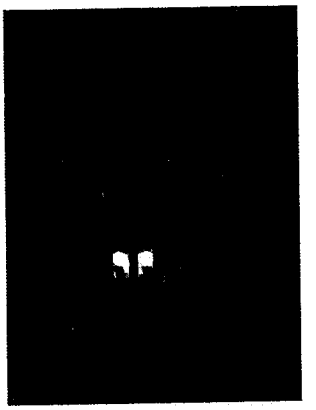
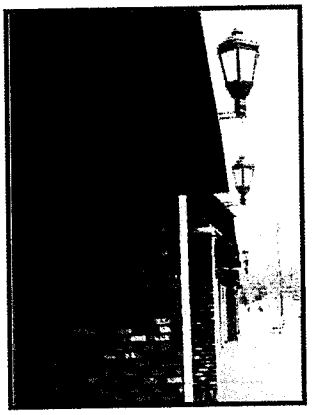
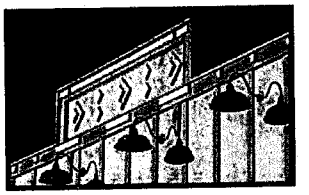


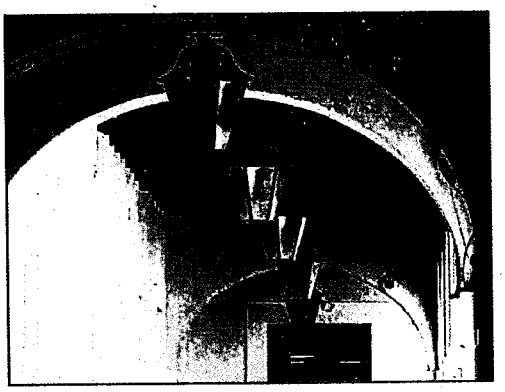
☑ *Allowed: Proper material. Complements architecture*

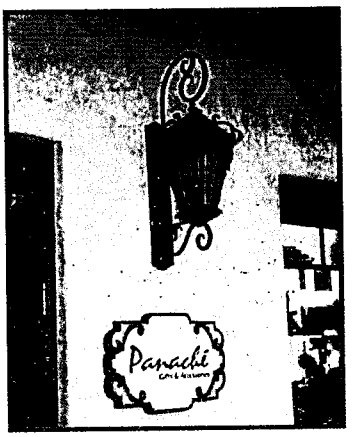
(h) Outdoor Lighting

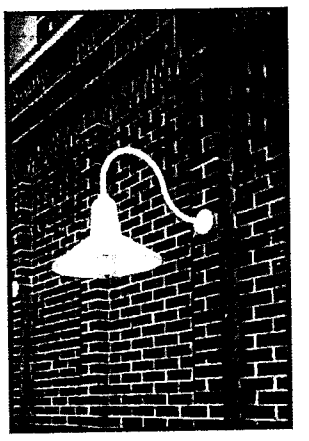
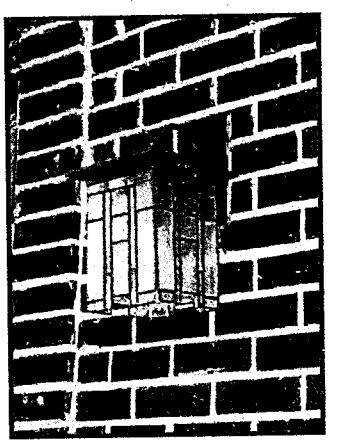
Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

Example of Allowed Light Fixtures

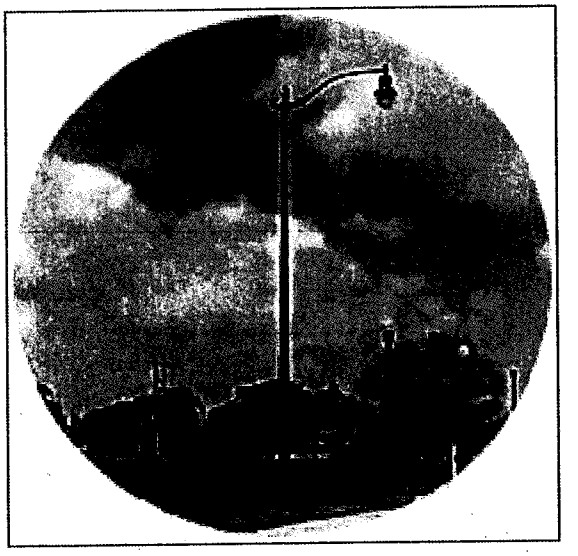




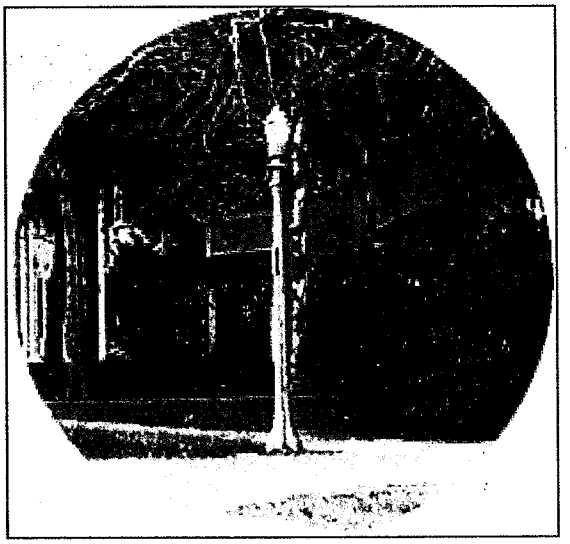



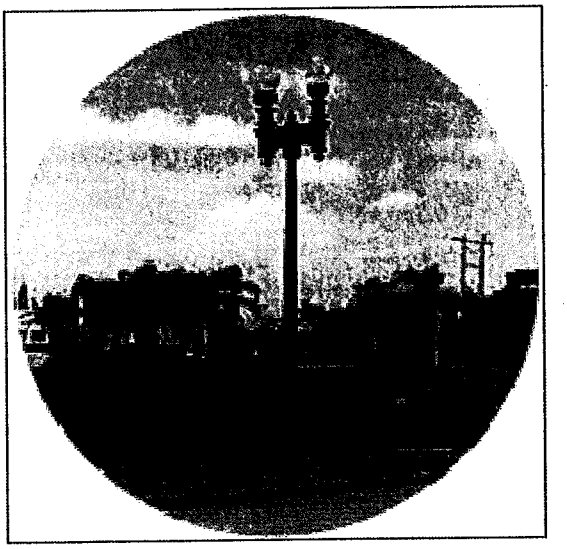



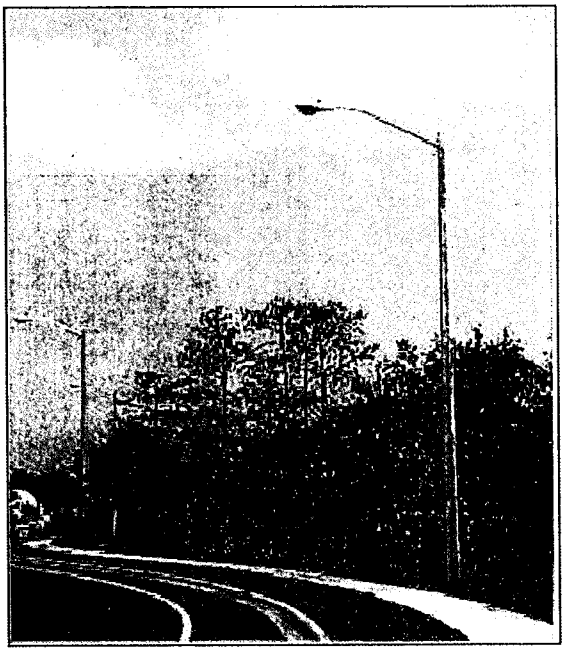



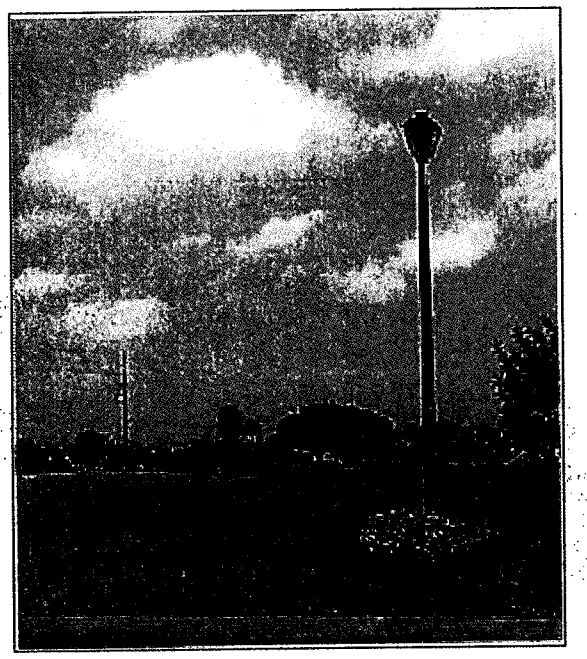
Outdoor lighting poles and fixtures shall be those available from Florida Power & Light or other suppliers.











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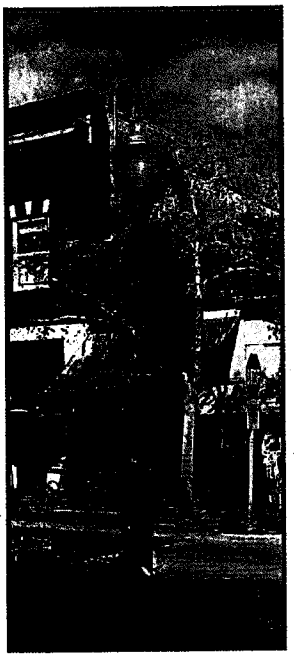
Examples of allowed light fixtures.



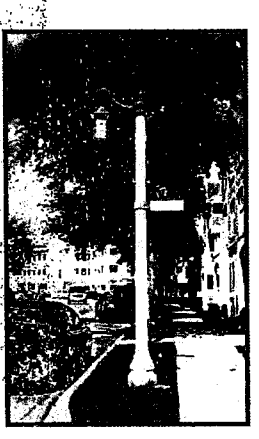








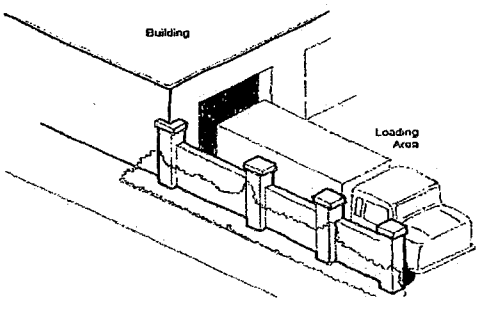


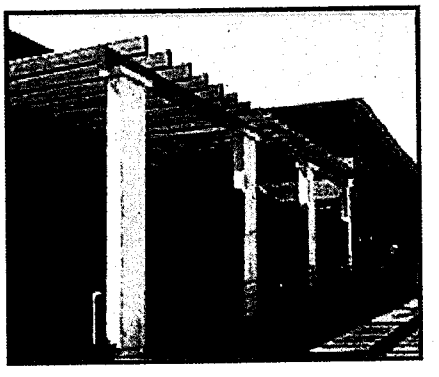


(i) Utility Areas

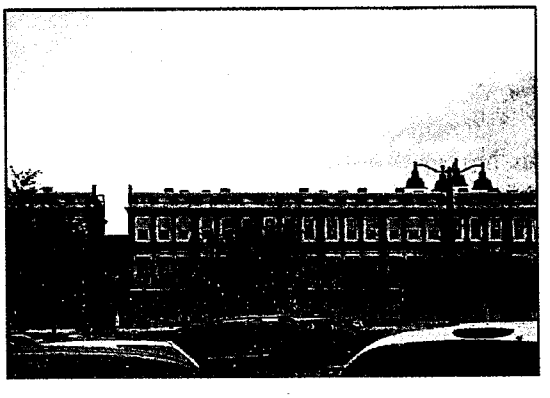
Loading areas or docks, outdoor storage, and waste disposal shall be incorporated into the primary building design. Screening materials used shall be of comparable quality and appearance as that of the primary building. Mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties both at ground and roof top levels.

(1) Loading Areas/Docks

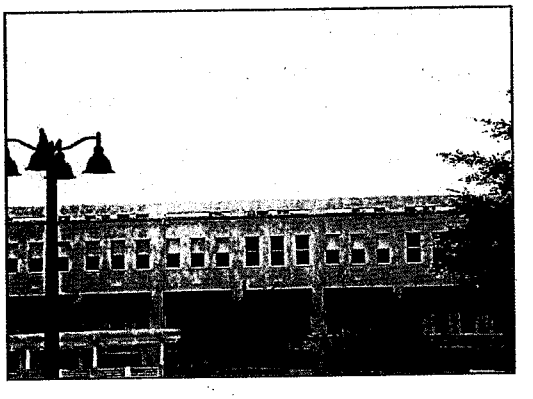




(2) Rooftop Mechanical Equipment

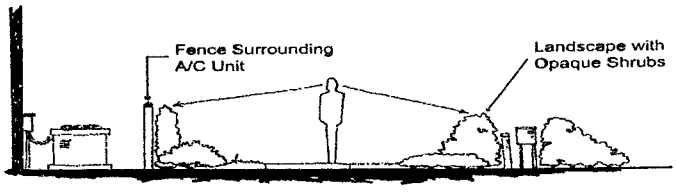


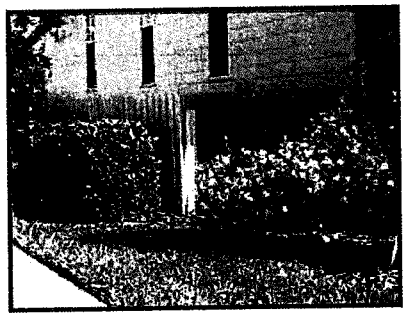
☒ *Not Allowed: Rooftop units visible*



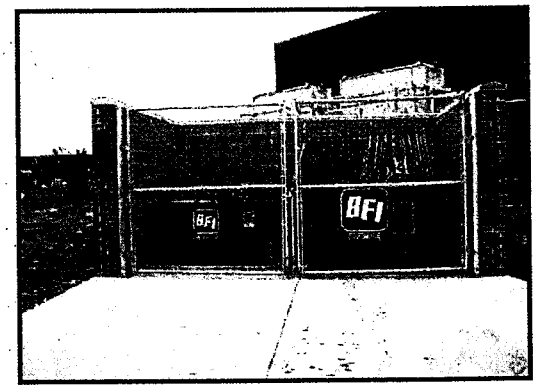
☑ *Allowed: Rooftop units are screened*

(3) Ground Level Mechanical Equipment

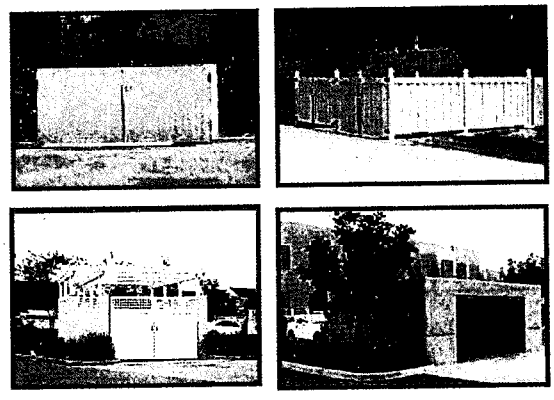




(4) Waste Disposal



☒ *Not Allowed: Visual Eyesore*

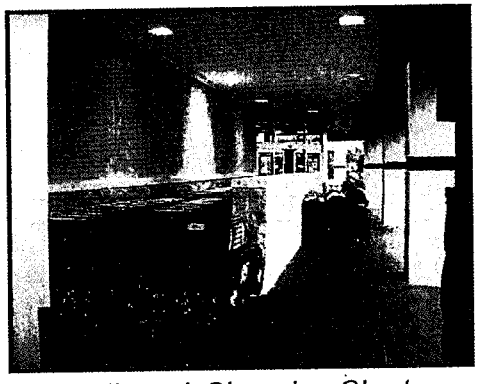


☑ *Allowed: Dumpsters Completely Screened*

(5) Shopping Carts



☒ *Not Allowed: Shopping Charts Stored in Full View*



☑ *Allowed: Shopping Charts Stored Behind Visual Screen*

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LANDSCAPE DESIGN STANDARDS AND GUIDELINES

C. LANDSCAPE DESIGN

1.0 Landscape Design Standards

1.1 General Provisions

(a) Purpose

The purpose of this section is to provide landscape and irrigation design standards that will result in creative solutions and provide alternative means to achieve an environmentally friendly community and ensure a quality landscape appearance for Ormond Crossings.

(b) Intent

The intent of this section is to entirely replace the City's landscape and irrigation regulations.

(c) Applicability

The installation of trees, vegetation, and other landscaping elements within Ormond Crossings shall be prohibited prior to Final Approval by the ARB. These design standards apply to both new development and any alteration or modification to existing landscaping.

(d) Measurement of Trees

For the purposes of this section, the size of existing trees shall be calculated by the measurement of the diameter of the trunk in caliper inches, taken at breast height. The size of new landscape trees shall be calculated by measurement of the diameter of the trunk at 6 inches above the top of the roof ball, up to and including trees 4 1/2 inches in diameter. The size of trees over 4 1/2 inches in diameter shall be calculated by measurement of the diameter of the trunk at 12 inches above the top of the roof ball.

(e) Classification of Developments

(1) Class 1: Business Park Area, Town Center/Business Park Area, Institutional Area, Residential Medium Density Area, Residential High Density Area and Park/School Area;

(2) Class 2: Residential Low Density Area; and

1.2 Tree Preservation, Protection, and Replacement

(a) New Development

(1) As provided for in subsection 18.2(i) of the Master Development Plan, because all development areas will be mass cleared and filled, tree surveys shall not be required.

(2) As provided for in subsection 18.2(r) of the Master Development Plan, to avoid damage to roads, disruption of activities and because of the location of fill sources, it will be necessary to fill most or all of the development areas at Ormond Crossings before specific site development plans are available for the areas. Therefore, clearing of trees, filling, excavation and dredging may be performed at Ormond Crossings consistent with permits issued from time to time by St. Johns River Water Management District and clearing and grading permits issued by the City that will require seeding and mulching of all cleared and filled areas. Tree preservation shall not be required, nor shall tree replacement be required, except as provided by subsection (a) (1) above and in connection with any alteration of existing development.

(b) Applicability of the City's Land Development Code

In the case of any activity involving tree removal or damage to a tree or trees that does not require ARB approval, the provisions of the City's Land Development Code shall apply.

1.3 Landscaping and Irrigation Requirements

(a) General Landscaping Requirements

(1) Tree Density Requirements

All developments shall be required to provide one tree for every 1,500 sq. ft. of impervious area, including trees within the mixed-use easement, street trees not in a public right-of-way, trees within parking areas and trees that are part of perimeter plantings. The use of shade trees, understory trees, accent plants, shrubs, and groundcovers is required to partially or totally satisfy the planting requirements of these Design Standards. Class 1 and 2 developments may use existing pine trees, 6 inches diameter at breast height and over to meet the minimum tree requirements; however, no more than 50% of the pine trees may be credited. The SPRC may approve alternate plantings if the purpose and intent of this section are met and a nuisance or environmental hazard is not created.

(2) Native Vegetation

Class 1 and Class 2 developments are required to plant at least fifty percent of the pervious area of the site with native plants or plants and sod that conserve water, adapt to local conditions, and are drought tolerant.

(3) Tree Replacement

In the event any hardwood tree having a caliper of 24" or more is removed, it shall be replaced with hardwood trees having a minimum caliper of 4½", which together have an aggregate caliper equal to the caliper of the tree that was removed.

(4) Planting Bed Requirements

Bed lines, where practicable, shall be curvilinear and wrap the corners of the structure with shrubbery plantings no closer than 2 feet from the building. On sites located along collector or arterial roads, an average minimum foundation planting bed width of 8 feet shall be planted. In this area, a minimum of 2 different heights of plant material shall be used along with understory trees at the rate of 1 tree per 50 lineal feet of building wall length.

(5) Freestanding Sign Landscaping

All monument signs shall have shrubbery or flowers planted around the perimeter of the sign that complement the design with shrubs, groundcover and appropriate ornamental trees. Signs shall be located to provide adequate visibility from public rights-of-way and preserve trees. In the event trees must be removed for sign construction, or site distance visibility, replacement trees shall be planted in accordance with **Table 1.3-1** on page 64.

(6) Retention and Detention Ponds

Stormwater retention/detention ponds shall be naturally shaped (without geometric straight sides) and shall meet the following requirements:

(i) All wet detention ponds shall incorporate a combination of aquatic and non-aquatic native plants around portions of the perimeter to filter runoff of fertilizers, herbicides, and pesticides.

(ii) Wet detention ponds shall incorporate, at a minimum, a littoral zone or a littoral zone alternative per **Chapter 40C-42, Florida Administrative Code**.

(7) Screening plantings

Structures such as dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, buffer walls, HVAC units, transformers, lift stations, utility cabinets, electrical panels, or cable television equipment shall be fully screened with planting beds in areas that are visible from the public rights-of-way. Height of screening plants shall be a minimum of 30 inches at the time of installation.

(8) Plan Submittal Requirements

Landscape and irrigation plans shall be submitted to the SPRC for all Class 1 site plans and shall be prepared by a Florida registered landscape architect or other licensed professional authorized by state law to prepare such plans. Class 3 development landscape and irrigation plans shall also be required, but do not need to be prepared by a landscape architect.

(9) Street Trees and Median Planting

(i) In all subdivisions and any other developments involving the creation of new streets, street trees shall be planted in the rights-of-way, mixed-use easement or a median, unless the SPRC that a conflict exists between trees and utilities located in the rights-of-way or that site distances or recovery zones are not in compliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

(ii) If street trees are to be located outside of the rights-of-way, trees shall be planted no farther than 5 feet outside of the right-of-way line or within the mixed use easement, and shall be perpetually maintained. All property owners' association covenants and restrictions shall include this requirement, and all property owners shall comply with this subsection.

(iii) Street trees and median plantings must be shade trees, and shall be planted at a rate of 1 tree for every 50 feet of site/lot frontage along the right-of-way or every fifty feet on center in medians. If planted medians and/or cul-de-sac islands are provided with trees, street trees along the outside of the roadway are not required. If the SPRC determines that the use of understory trees would be more practical because of overhead utility lines or other infrastructure conflicts, understory trees may be planted in lieu of shade trees at a rate of 1 tree for every 25 feet of site/lot frontage along the right-of-way.

(iv) Street trees may be included to satisfy the minimum requirements for tree density if located within the property and not within the right-of-way.

(10) Utility Lines

All trees will be installed per FP&L "Right Tree Right Place" if overhead power lines are present, except for lines that are temporary during construction. Underground power lines, cable TV, and phone line clearance to trees shall be as specified by the utility providers. Water mains shall be separated a minimum distance of 10 feet from shade trees. Distances less than 10 feet may be allowed but shall be reviewed and approved by the utility provider. Understory trees that do not attain, or can be maintained by pruning to a height of no more than 14 feet, may be planted under utility lines provided they comply with the requirements of the utility provider.

(11) Retaining Walls

Any retaining wall 3 feet tall or higher shall have shrubbery installed along its length. Shrub species shall be selected such that the mature height shall be proportionate to the height of the wall with 50% of the wall height being covered as determined by the SPRC.

(12) Double-Frontage Lots

A uniform landscape berm, wall or fence, as approved by the SPRC, shall be required to buffer double-frontage residential lots from collector and arterial streets.

(b) Specific Landscaping Requirements for Class 1 & 2 Developments

(1) Class 1 Developments

(i) Planting beds with a minimum width of 4 feet shall surround a minimum of 80 percent of the building facade or elevation. This percentage may be reduced or eliminated for Industrial or Warehouse/Storage uses upon a finding of adequate landscaping by the SPRC. Planting beds shall be placed in the most visible areas to the public. The following may be used in order to provide some alternatives:

(ii) Foundation planting requirements for multi-family and non-residential buildings may be reduced by the SPRC when it is determined that building façade massing techniques provide the same benefit as foundation plantings.

(iii) Alternative foundation planting may be permitted (e.g., architectural planter, pots, etc.) by the ARB and applied as a credit towards meeting the foundation planting requirement if demonstrated and determined that the methodology is of equal benefit and appropriate automatic irrigation facilities are provided.

(2) Class 2 Developments

(i) 1 tree for every 1,500 sq. ft. of imprevious area shall be required in common areas within subdivisions including, but not limited to, entrance ways, recreation areas, gateways, and street islands. The sizes of trees are shown in **Table 1.3-1** below. Provisions for maintenance of common areas and conservation/wetland areas shall be made through covenants and restrictions or other means.

(ii) A landscaped mixed-use buffer easement shall be required on lots or tracts that front an arterial or collector road.

(iii) Temporary sales trailers shall be adequately landscaped around all sides to screen the undersides of the trailers and temporary irrigation shall be provided.

(iv) A minimum of 1 required tree shall be located in the front yard and 1 in the rear yard of which one shall be a shade tree. Street trees may be included to satisfy the minimum requirement if located within the property and not in the right-of-way. Shade trees shall comprise at least 50%of the tree requirements on a lot.

(v) The following provisions shall apply with respect to foundation plantings:

- Residential lots shall provide foundation plantings along the front of the house to achieve 60% opacity within 2 years.

- Foundation shrubbery plantings are also required for side street house exposures and for the rear of houses and accessory structures facing freshwater canals, lakes, ponds, golf courses and public rights-of-way.

- Foundation plantings are not required if fences are installed providing adequate screening of the house foundation area.

- The corners of the house shall be wrapped with shrubbery. Shrubbery shall be selected using varying heights to accent and soften walls. Exclusive use of groundcovers shall not be permitted. Size of shrubs and groundcovers shall comply with **Table 1.3-1** below.

(vi) Screening for fences along rear or side lot lines abutting a right-of-way, golf course, lake or pond shall be facilitated by setting the fence back a minimum of 3 feet from the property line and installing shrubs or vines on the outside of the fence for softening and enhancement. This requirement also applies to any fence facing the front or side corner of the property. This requirement applies to all types of fencing.

(vii) For alternate types of landscaping where sod is not used as the primary groundcover (i.e. Florida-friendly landscaping) there shall be a minimum planted area (or preserved existing native vegetation) of 60% of the pervious area. The remainder of the pervious area may be gravel, stone, or other mulches. All swales in rights-of-way shall be sodded.

(c) Tree and Plant Types, Sizes, and Quality

(1) Trees, Shrubs, and Groundcovers

(i) All trees, shrubs, and groundcovers shall meet or exceed the standards of a Florida No. 1 or better quality as set forth in the latest

edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture. The planting requirements at time of installation are listed in the following table:

Table 1.3-1: Tree and Plant Size and Spacing Requirements at Installation

Type of Development	Shade Trees	Understory Trees	Shrubs and Groundcovers	Accent Plants
Class-1 and Class-2	Caliper: 2 ½" Height: 10' 3 palm trees at 8' clear trunk or 16' overall are required for 1 shade tree credit	Caliper: 2½" Height: 8'	Shrubs: 3 gallon Groundcover: 1 gallon Screen planting: 5' ht. and 60% opacity Visual buffer: 2' ht. (and maximum 3' on center spacing.	3-gallon

Note: All proposed trees must fall within Florida #1 tree matrix for caliper, height, spread and minimum root ball sizes.

(ii) For Class 1 and Class 2 developments, where palm trees are used in lieu of shade trees for credit, no more than 25% of the requirements may be met with palm trees.

(2) Turf

Grass areas shall be planted with sod in a species normally grown as permanent lawns in East Central Florida. Newly installed Bahia sod shall be healthy and may have no more than 20% weeds or unlike grass species. Newly installed St. Augustine, Seashore Paspallum, Bermuda, and Zoysia sod may have no more than 5% weeds or unlike grass species. For newly installed turf where irrigation is not provided, grass species shall be Bahia grass (or Bermuda grass upon approval of the SPRC). All areas of a disturbed site not otherwise landscaped or not left in natural native vegetation shall be grassed or mulched at a minimum.

(d) Street Mixed-Use Easement (MUE)

(1) All minor arterial and major collector streets shall have a 25' wide MUE over the adjacent lots, tracts and common areas parallel to the right-of-way.

(2) Within the right-of-way and MUE, landscaping shall include a minimum of 4 trees, 40 shrubs and 40 ground cover plants per 100 linear feet. Plant material may be installed in groupings. On divided streets, some of the required plant material may be installed in the median.

(3) Trees shall be installed when streets are constructed but shrubs and ground cover may be installed when the adjacent site is developed.

(4) Landscaping, signage, sidewalks, bike paths, lighting, berms, utilities, fencing, walls and street furniture may be installed or constructed within the MUE.

(e) Parking Lot Landscaping Requirements

(1) Visual Screening

Visual screening from the right-of-way in the form of shrubbery or a wall is required for off-street parking areas in accordance with the following:

(i) A minimum plant height of 24 inches measured from the adjacent parking surface level, at time of planting. If the screen is planted on a berm, the height of the plants can be less as long as the cumulative height is at least 24 inches.

(ii) The maximum plant spacing shall be 3 feet on center. If the proposed plants are larger than the minimum specified, wider spacing may be allowed at the discretion of the SPRC.

(iii) Plant material must be evergreen to provide nondeciduous for full year around visual screening.

(iv) Walls must be a minimum 4' in height and compatible in color and material to the adjacent building.

(2) Internal Parking Lot Landscaping

Internal parking lot landscaping shall comprise a minimum of 10% of the impervious vehicular use area. The vehicular use area is the total area of all parking stalls, drive aisles, and access ways within the limits of the property being developed. The following provisions shall apply to internal parking lot landscaping:

(i) A qualifying island or planting area shall contain 1 shade tree for every 250 square feet of island area. A single island which is 5 hundred square feet or greater is equal to 2 island credits. Shade trees shall not be planted in islands less than 12 ½' in width.

(ii) A minimum of 75% of all required landscape islands shall be a minimum of 250 square feet in area, with the remainder a minimum size of 150 square feet with 1 understory treeor a grouping of 3 palms.

(iii) All parking rows shall be terminated by a landscape island. No more than 5 consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than 10 consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:

- Where shade trees are planted at a minimum of 50 feet on center, the length of a center island with a minimum planting width of 8 feet as measured from inside of curbs.

- Where sufficient width is provided, along the outside edge of the parking lot adjacent to the parking spaces with shade trees planted at a minimum of every 50 feet on center.

- If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required landscape islands with trees and shrubs installed to break up rows of 10 consecutive parking spaces.

(iv) Light poles and flagpoles shall not be placed in landscape islands that contain shade trees unless approved by the SPRC.

(v) Curbing shall be installed around the perimeter of all landscape islands that abut paved parking or drive aisles.

(vi) The placement of utility transformers, fire hydrants, and utility lines in parking lot islands is prohibited, unless approved by the SPRC. In this case, the requirements for clearances elsewhere in these Landscape Design Standards shall apply, as well as the requirement that utility transformers shall be separated a minimum distance of 8 feet between the front of the unit and any trees or shrubs, and a minimum distance of 3 feet between the side of the unit and any trees or shrubs.

(vii) Understory and palm trees may be used in landscape islands less than 250 square feet in area.

(viii) In lieu of providing minimum area in landscape islands, the SPRC may approve one or more of the following practices:

- Structural soils;
- Structural bridging under sub base and pavement areas; or
- Soil trenches/root paths that allow roots to access larger soil areas.

(ix) The SPRC may permit the use of architectural planters to provide partial credit for landscape island/area requirements if found to be of equivalent public benefit.

(x) The SPRC may permit more than 10 contiguous parking spaces without an island on an as needed basis only.

(xi) The SPRC may reduce the minimum area for parking lot islands if it is determined that adequate tree rooting area is provided below the pavement area and if special pavement provisions are provided.

(f) Lot Perimeter Landscape Requirements

(1) Land Use Compactibility

As shown on its Conceptual Plan and its Land Use Plan, Ormond Crossings was designed to utilize wetland areas and water bodies as buffers between differing land uses. In limited circumstances where those designed buffer areas do not exist, the lot perimeter planting areas as shown in **Table 1.3-2** below shall apply.

(2) Planting Area Determination

Determining perimeter planting area requirements for a site consists of a 2-step process:

(i) Determine the intensity of the proposed development based on the scale shown in **Table 1.3-2** below.

(ii) Use **Table 1.3-3** below to determine the type of buffer required.

Table 1.3-2: Land Use Density/Intensity Scale

Ormond Crossings Land Uses	Density/Intensity Scale
Residential Low Density, Residential Medium Density, Park	Low
Residential High Density, Institutional, School	Medium
Commercial, Office, Industrial, Warehouse Distribution, Business Flex Space, Storage	High

(3) Planting Area Requirements

(i) The following table shows the lot perimeter planting requirements based on the intensity of the proposed and adjacent uses. For example, perimeter planting Type B, as shown in **Table 1.3-4** above, is required for a High scale proposed development abutting a Medium scale area based on zoning or existing development.

Table 1.3-3: Lot Perimeter Planting Requirements (Type)

Adjacent Scale or Abutting Use	Scale of Proposed Development		
	Low	Medium	High
Low	None	A	C
Medium	None	None	B
High	None	B	A

(ii) For non-residential uses, a perimeter planting area will not be required between 2 or more newly created adjoining lot lines when subdividing a parcel of land that has an existing development or an approved site plan, provided the existing or approved project and planned future development have approval for a unified or master site plan that incorporates shared facilities including but not limited to access, parking, stormwater facilities and connectivity.

(iii) The required lot perimeter planting shall meet the following landscape standards.

Table 1.3-4: Lot Perimeter Planting Standards

Type	Width	Shade Trees per Linear ft.	Understory Trees per linear ft.	Shrubs (B) Screen (S)	Ground Cover per lineal ft.	Dec. Wall
A	10'	1/50'	1/100'	(B) 3'-4' o.c.	N/A	N/A
B	15'	1/50'	2/100'	(B) 3'-4' o.c.	50/100'	N/A
C	20'	1/40'	3/100'	(B) 3'-4' o.c. (S) 6' o.c.	50/100'	Optional

Lot perimeter planting is not required along wetlands, lakes or ponds.

(g) Perimeter Planting Area Requirements

(1) Plantings shall not be located in any portion of a public or private right-of-way or drainage easement, unless permitted by a landscape easement.

(2) When calculating the required number of trees and shrubs within a lot perimeter planting area, the width of access ways or easements shall be subtracted from the property length.

(3) Understory trees may be used in lieu of shade trees where noted in **Table 1.3-4** above as "Optional"; however, no more than 50% of the required trees may be understory trees.

(4) Uses within lot perimeter planting areas may include the following:

(i) Mechanical equipment or structures, signs, backflow preventers, and lights subject to approval by the SPRC.

(ii) Stormwater retention/detention provided that regardless of the planting width, no more than 20% of a required landscape area may be used for stormwater retention/detention, unless approved by the SPRC.

(5) Decorative walls, when required, shall be 6 feet in height and comply with the material and design requirements (see Architectural Design Standards for material and design requirements for walls).

(h) Miscellaneous Planting Requirements

(1) Vehicle Display Areas

For automotive, recreational vehicles, motorcycles, motorized watercrafts, and other similar displays, as determined by the SPRC, a maximum of 20% of the frontage landscape plantings may be allowed to be reduced to a height of 12 inches at time of planting.

(2) Fleet Rental Parking Planting

Fleet rental parking spaces shall be located to the side or rear of the building and screened with a planting that is a minimum of 5 feet in height and opacity of 60% at time of planting.

(3) Utility Structures

Individual structures such as dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, buffer walls, HVAC units, transformers, storage sheds, lift stations, utility cabinets, electrical panels, or cable television equipment shall be screened by the utility company or property owner with planting, when visible from rights-of-way, parking areas, or adjacent properties. In lieu of planting, solid decorative fencing or walls may be installed to screen from public view. Plants used shall be native or shall be vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.

(i) Irrigation Requirements

(1) Requirements by Type of Development

Irrigation systems are required for all landscaped areas and must be designed in accordance with Volusia County Waterwise Standards.

(2) Design Standards

All irrigation systems shall meet the following design standards:

(i) Irrigation systems shall be designed in such a way as to minimize runoff or spraying of irrigation water onto roadways, driveways, and adjacent properties that are not under the control of the owner. The irrigation systems shall be designed to correlate plants into water use zones.

(ii) Non-potable water use demands shall be met using water of the lowest quality supply that is both available and acceptable for the intended application. Water reuse or water reclamation programs, if available, shall be used to reduce groundwater or surface water withdrawals for water use applications which do not require potable water. The following are the water source priorities of Ormond Crossings from highest preference to lowest preference:

- Reclaimed water.
- Stormwater, lake, or canal.
- Groundwater (well).
- Potable water.

(iii) All landscape installations shall make necessary provisions for watering to establish and guarantee plant survival. For an example, see the University of Florida Extension publication ENH856 – Tree Specifications for Planting and Shrubs in the Southeastern United States. Specifications shall be included to provide one of the following:

- Automatic irrigation;
- Hand watering via hose bib or other water source;
- Water truck hand watering; or
- Automated water bags.

(iv) The irrigation system, unless temporary, shall have mainlines and lateral lines buried underground and designed to provide adequate irrigation to all landscaped areas except for areas of existing native vegetation or planting areas comprised of vegetation that conserves water, is adaptable to local conditions, and is drought tolerant.

(v) Irrigation systems connected to a potable water source shall have a backflow prevention assembly installed as required and approved by the SPRC. Permitted wells shall have a serviceable double-check valve as required and approved by the SPRC.

(vi) All irrigation systems shall have an operational moisture-sensing device with buried soil probes located in each water use zone or a smart irrigation controller.

(vii) All irrigation equipment (sprinklers, rotors and micro-irrigation devices) within a given zone shall have the same precipitation rate (i.e. - rotors cannot be on the same zone as spray heads).

(viii) All irrigation heads shall be no closer to building structures than 12 inches per the Florida Building Code.

(ix) Minimum pipe cover over mainlines shall be 18 inches and 12 inches for lateral lines. Drip irrigation lines, at a minimum, shall be covered with mulch and secured to the soil as to not work to the top of the mulch.

(x) Wells, pumps, electrical control devices, and other items relating to irrigation systems, unless specifically authorized by the SPRC, shall not be permitted in the public rights-of-way.

(xi) Irrigation system shall be designed to avoid spraying onto sidewalks that are constructed for or used by the public. Watering onto impervious surfaces shall be minimized.

(xii) All valves and wire splices shall be in valve boxes at the proper grade and the wire connections water proofed.

(xiii) All spray heads shall be equipped with in-stem pressure regulation in order to conserve water and improve distribution uniformity. Heads shall have identification from the top.

(xiv) Irrigation controller shall be programmable by the minute and be equipped with battery back-up or non-volatile memory (ability to maintain program without power). A card shall be placed in the controller noting whether each zone is a rotor zone or spray zone, the area of the site that zone covers and the recommended run time.

(xv) Except for backflow preventers, all exposed piping or risers shall be painted black or dark green to blend in with plantings.

All above ground piping shall be galvanized, brass, or Schedule 40 PVC. If PVC pipe is used, it shall be painted black or dark green or enclosed so as to protect it from sunlight. All pumps shall be required to be bolted to a concrete slab and enclosed.

(xvi) In required public parking areas, drip irrigation is encouraged. Irrigation heads, if used, in parking lot islands shall be of the underground pop-up type with height determined by the height of the specific plant material around it. Any shrub risers along the end of a parking lot stall shall be set back a minimum of 24 inches from the face of the curb or parking stop. Risers shall be staked if they are not able to be vertical with the ground when operating.

If drip irrigation is used, a filter and pressure regulation device shall be installed in a valve box on the system and flush plugs at the end of each line installed and placed in a valve box for location and servicing.

(xvii) Head-to-head coverage shall be delineated on the plans. Irrigation plans shall include gallon per minute discharge rates per zone. A nozzle chart shall be included in the plans indicating the gallons per minute discharge for each type of nozzle.

(xviii) Reclaimed or Reuse water is the preferred irrigation source, if available. Where re-use water is available, it shall be utilized in lieu of any other water source. If re-use water is used or planned to be used at some future date, all irrigation mainline piping, control valve box covers, risers and irrigation heads shall be colored purple. Additionally, signs shall be posted in conspicuous locations on the site stating "Re-use water – Do not drink".

(xix) Any proposed tree planting in which the tree is 3½" caliper or larger shall have an irrigation bubbler installed within the watering ring at time of planting or a mist head at the top of the tree.

(xx) Irrigation shall only occur during those times permitted by the City, Volusia County and the St. Johns River Water Management District. The most restrictive regulations shall apply.

(j) Predevelopment Meeting

Prior to any site development, the general contractor shall schedule a predevelopment meeting with the SPRC to review specific criteria for construction. Any subcontractors that will be involved in site development shall also attend the meeting.

(k) Site Clearing and Grading

For erosion control purposes the disturbed on-site and off-site areas shall, at a minimum, be seeded with grass and mulching material, planted with shrubs, or mulched within 30 days of disturbance, except that if runoff causing significant erosion occurs the owner shall be required to sod the area immediately. All areas with the potential to cause significant erosion shall be sodded.

1.4 Prohibited Plant Materials. Certain plant materials are prohibited because of excessive or otherwise serious insect or disease problems, extremely poisonous qualities, allergenic effects, ecological considerations, or other reasons for the good of the public. All Category 1 species, as published by the Florida Exotic Pest Plant Council are prohibited.

Synthetic plants or artificial material in the form of trees, shrubs, ground covers or vines shall not be used in lieu of plant requirements in the Design Standards.

2.0 Landscape Design Guidelines

2.1 Introduction

(a) Purpose

The purpose of the Landscape Design Guidelines is to supplement the Landscape Design Standards with photographic examples of good and bad landscaping.

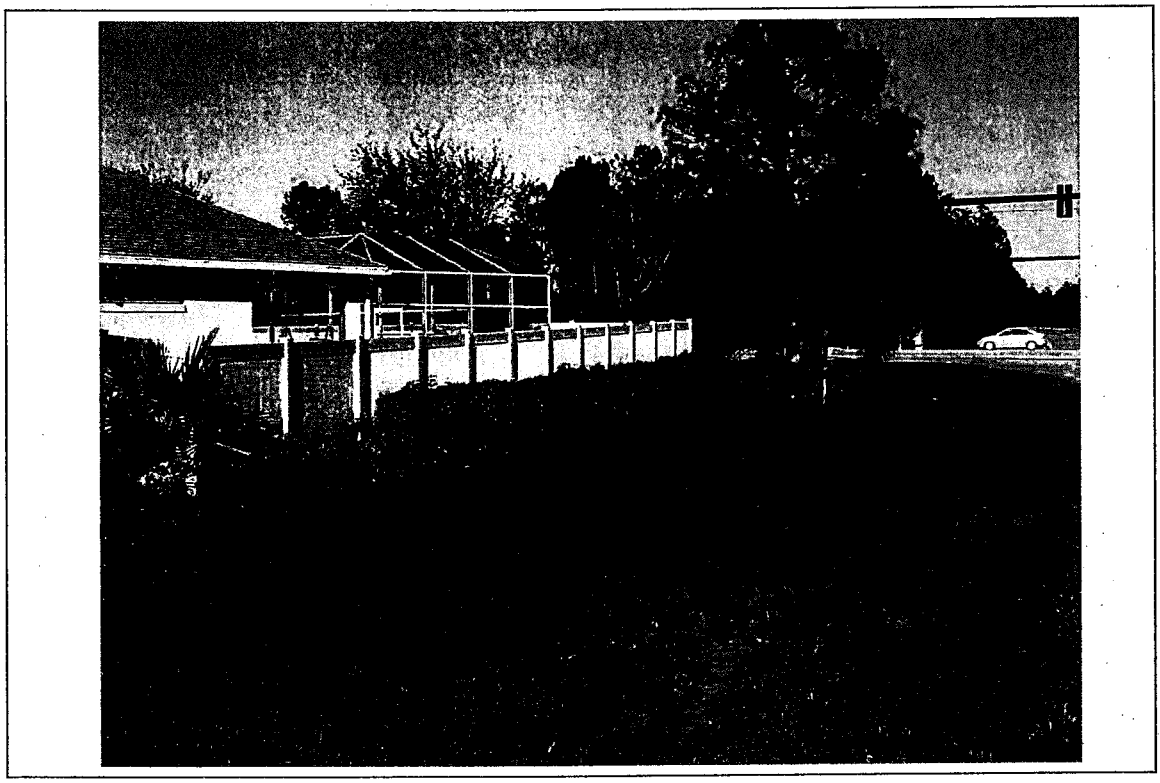
(b) Intent

It is the intent of the SPRC that the information presented in these Landscape Design Guidelines help to ensure implementation of specific standards established to protect, install and maintain trees, vegetation, and other landscaping elements in order to achieve an environmentally friendly community.

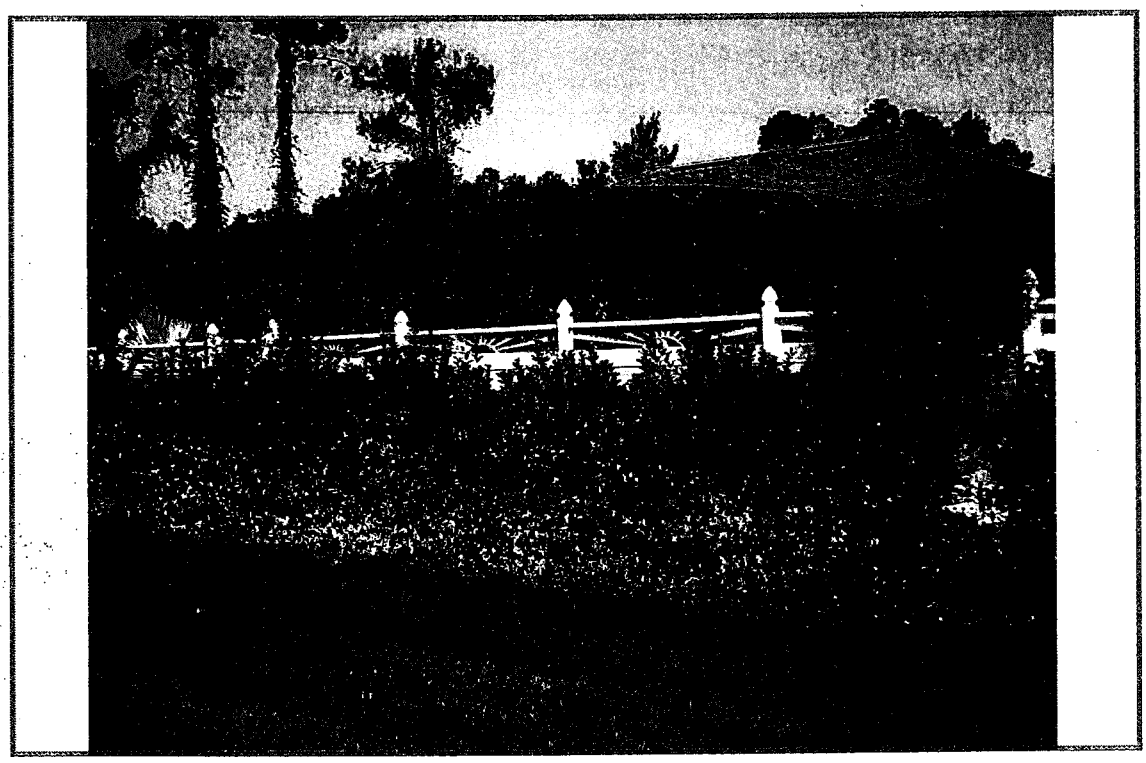
2.2 Landscape Examples

Following are photographic examples of good and bad landscaping.

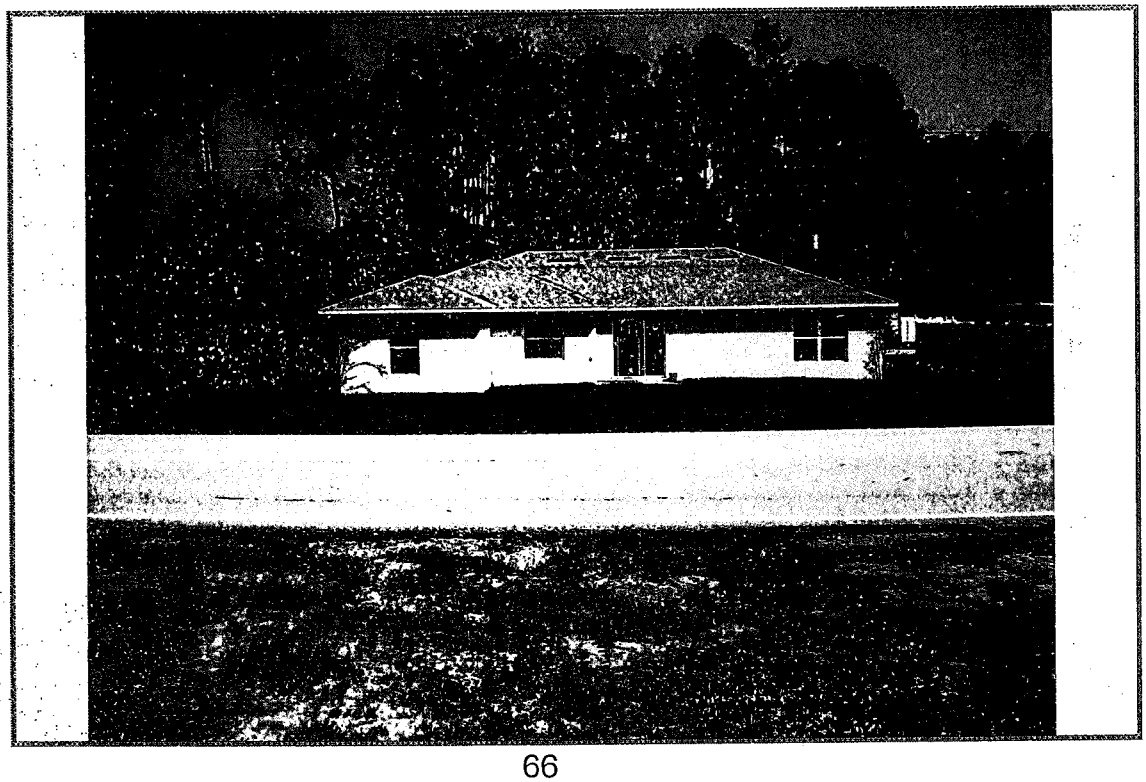
Good example of fence planting requirement where rear yard is adjacent to arterial or collector roadway.



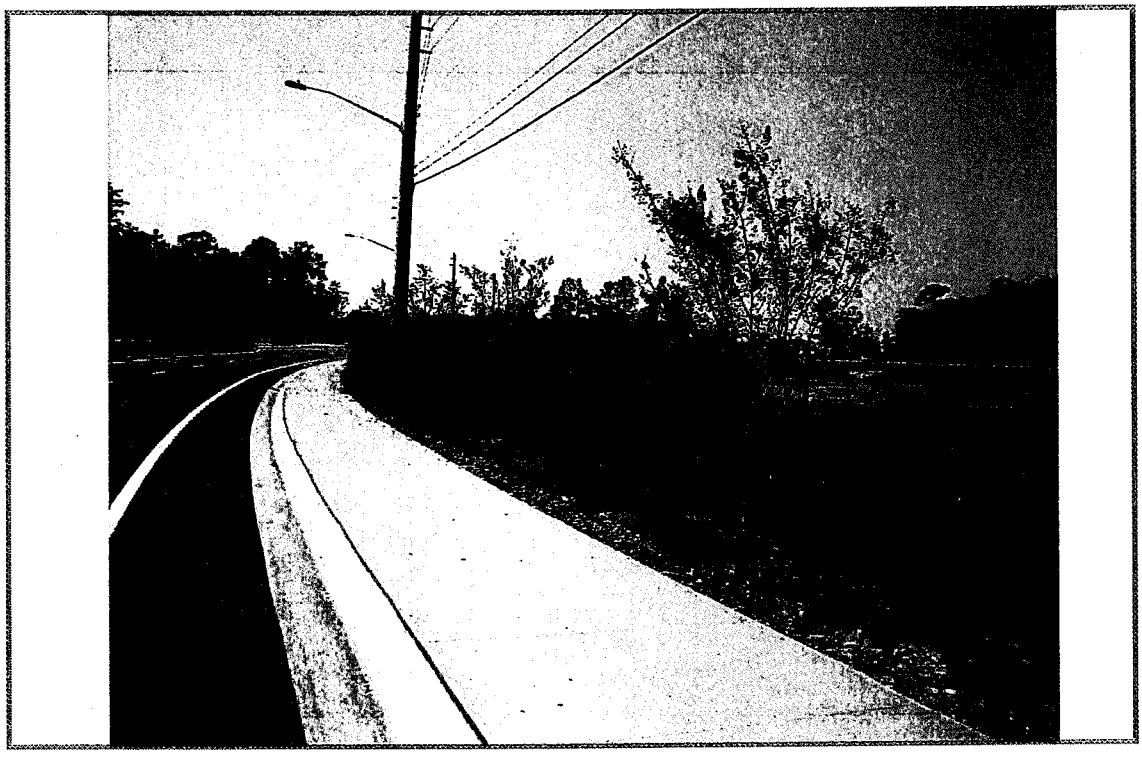
Good example of fence and landscape screen for rear yard adjacent to arterial and collector roadway



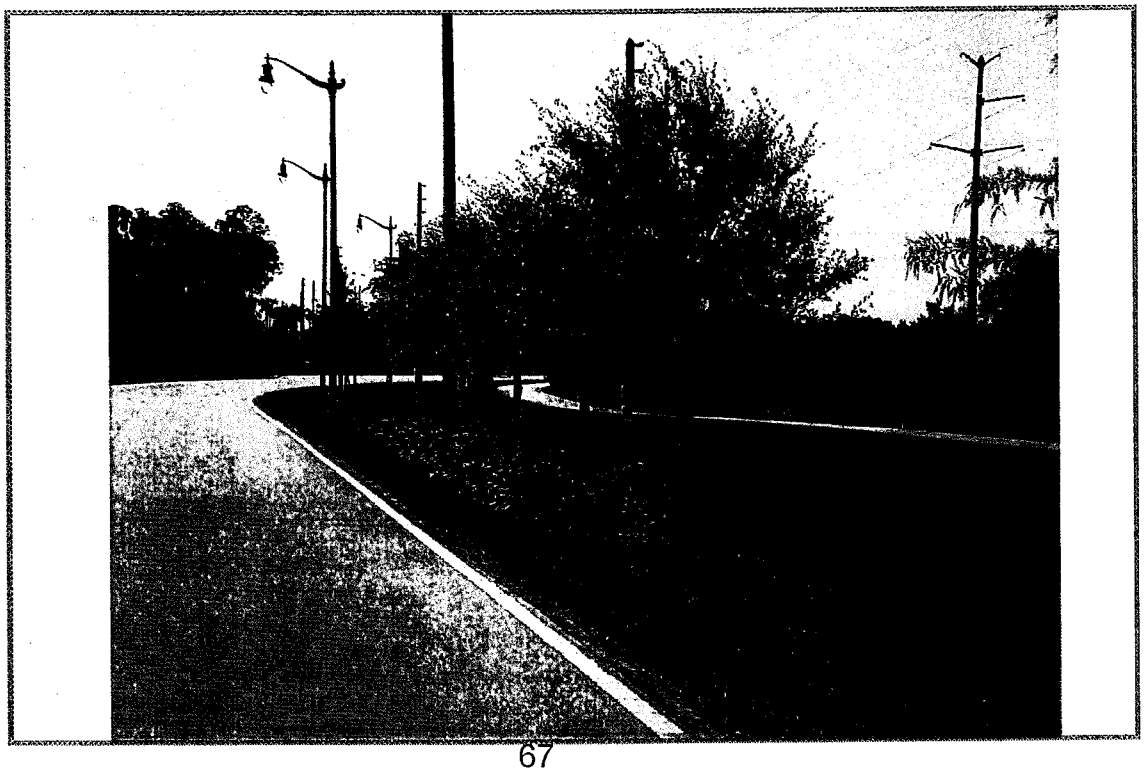
Example of unacceptable rear yard screening adjacent to arterial or collector roadway



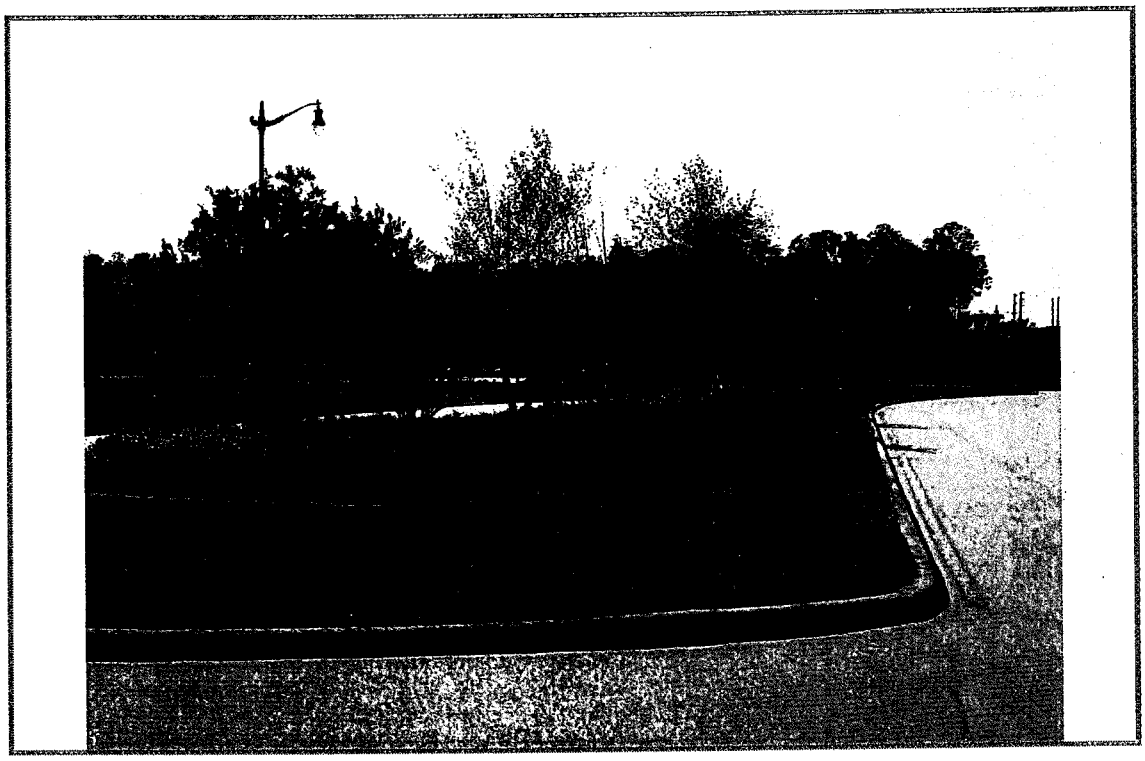
Good example of roadway landscape screening of adjacent fenced parcel.



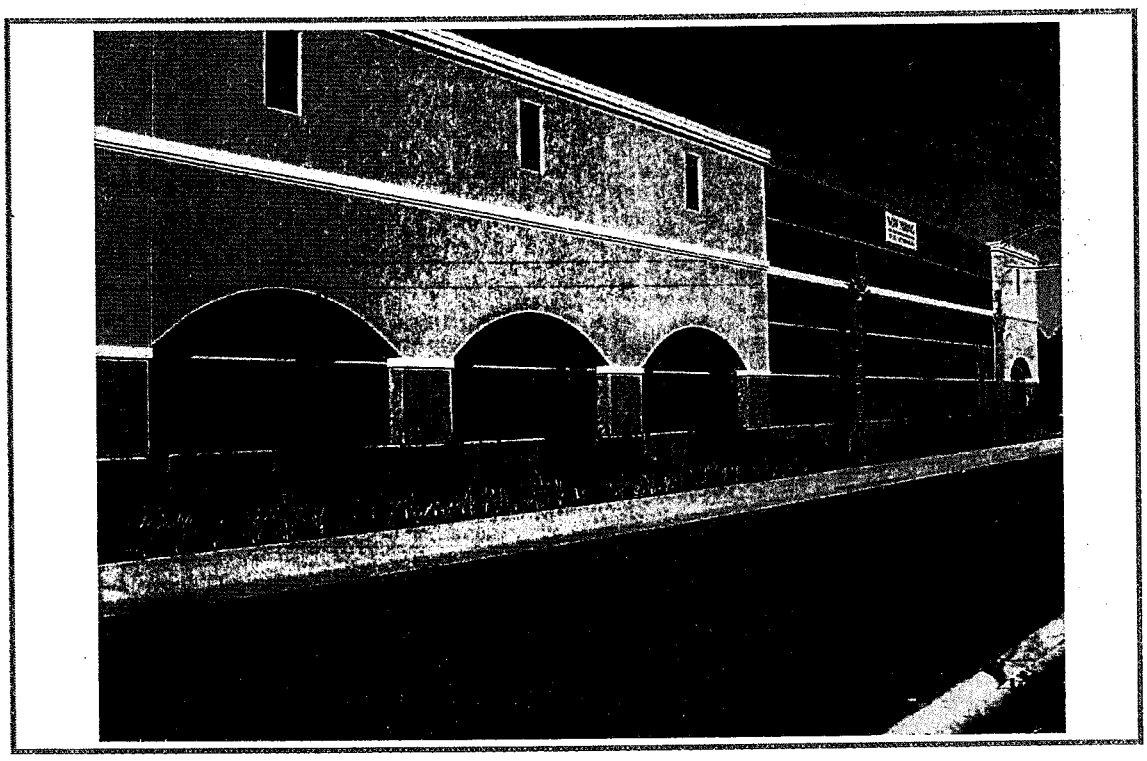
Good example of street trees planted along collector roadway.



Good example of median planting along major collector road.



Good example of foundation plantings showing plants and trees of varying heights to accent and soften building architecture.



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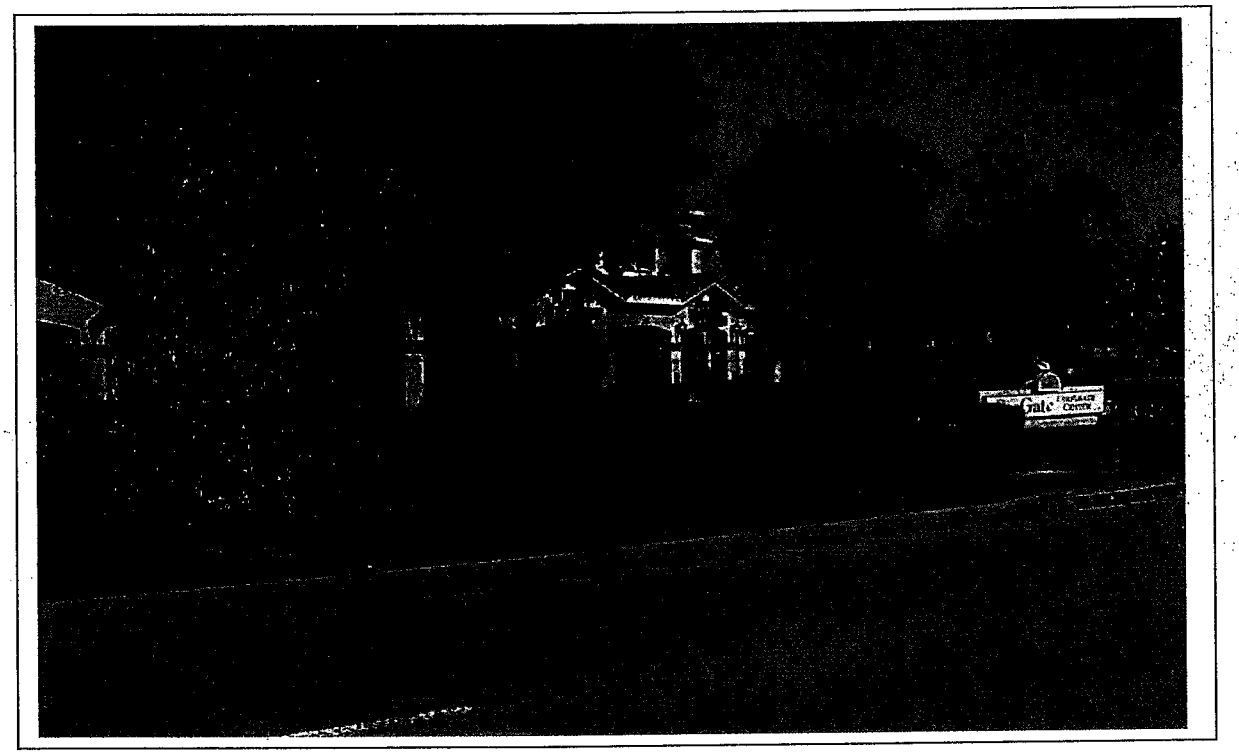
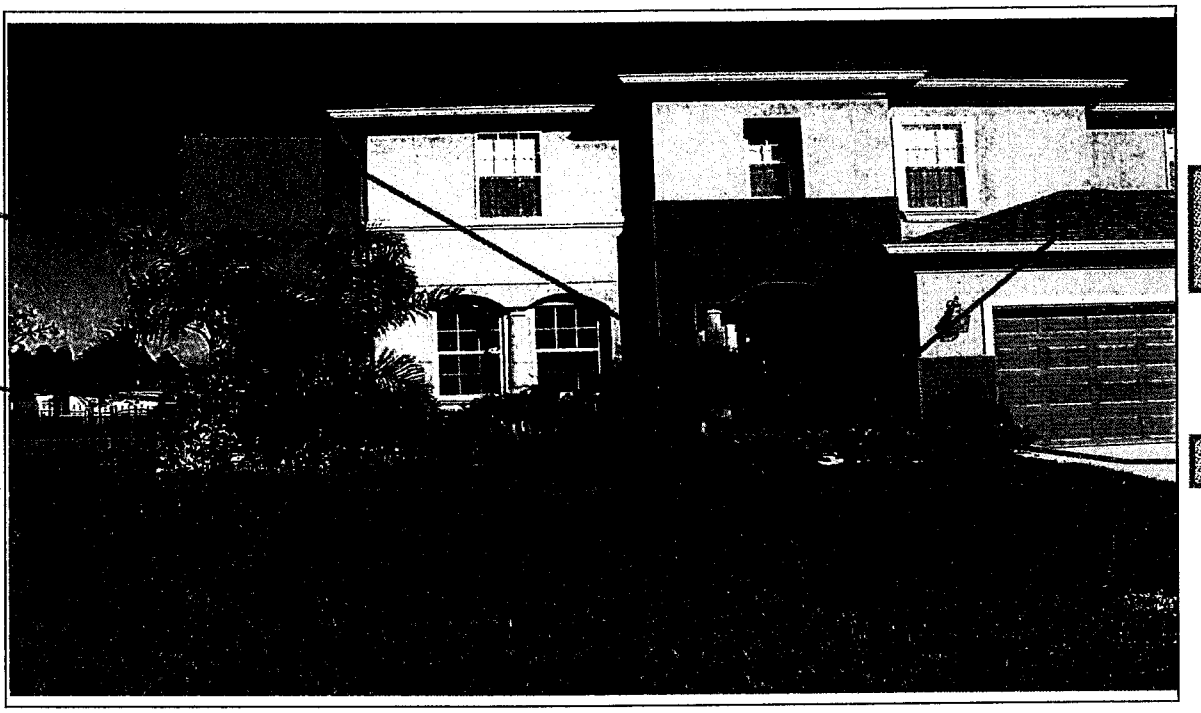
Good example of front plantings showing good use of accent palms, taller foundation planting on columns and monument sign landscaping.



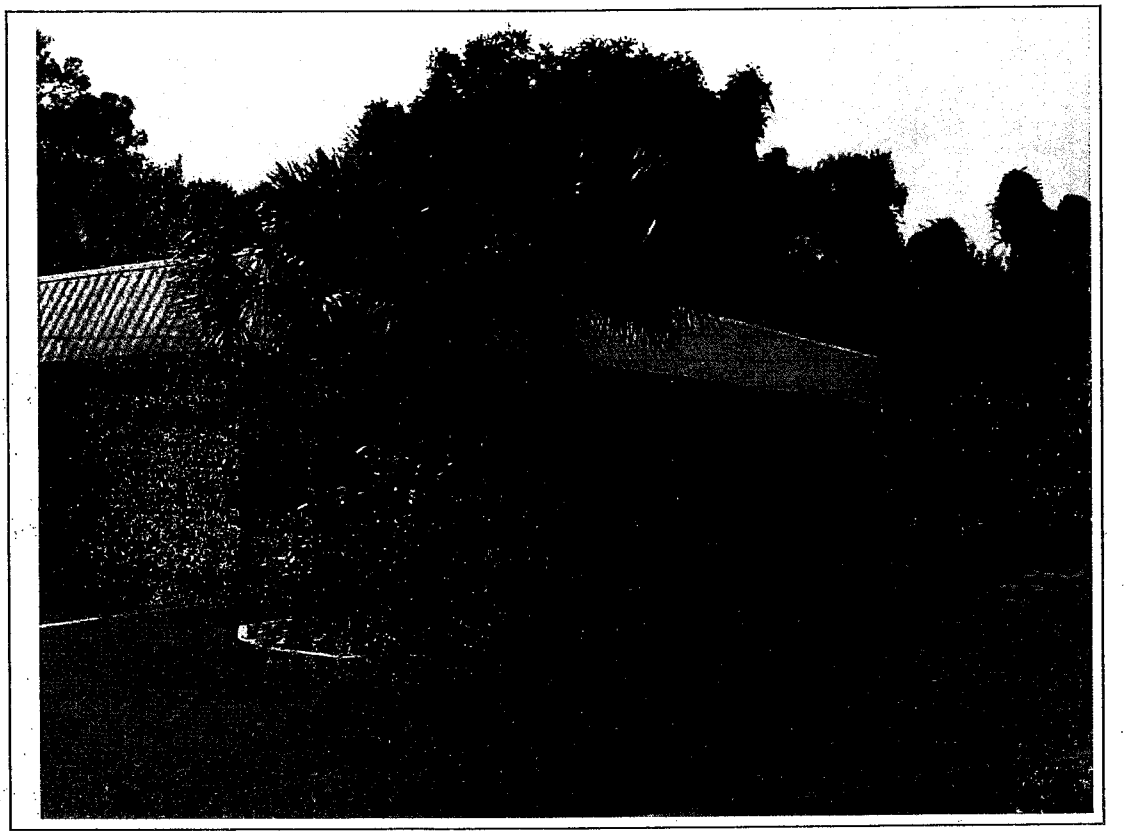
Bad example of landscape foundation planting.



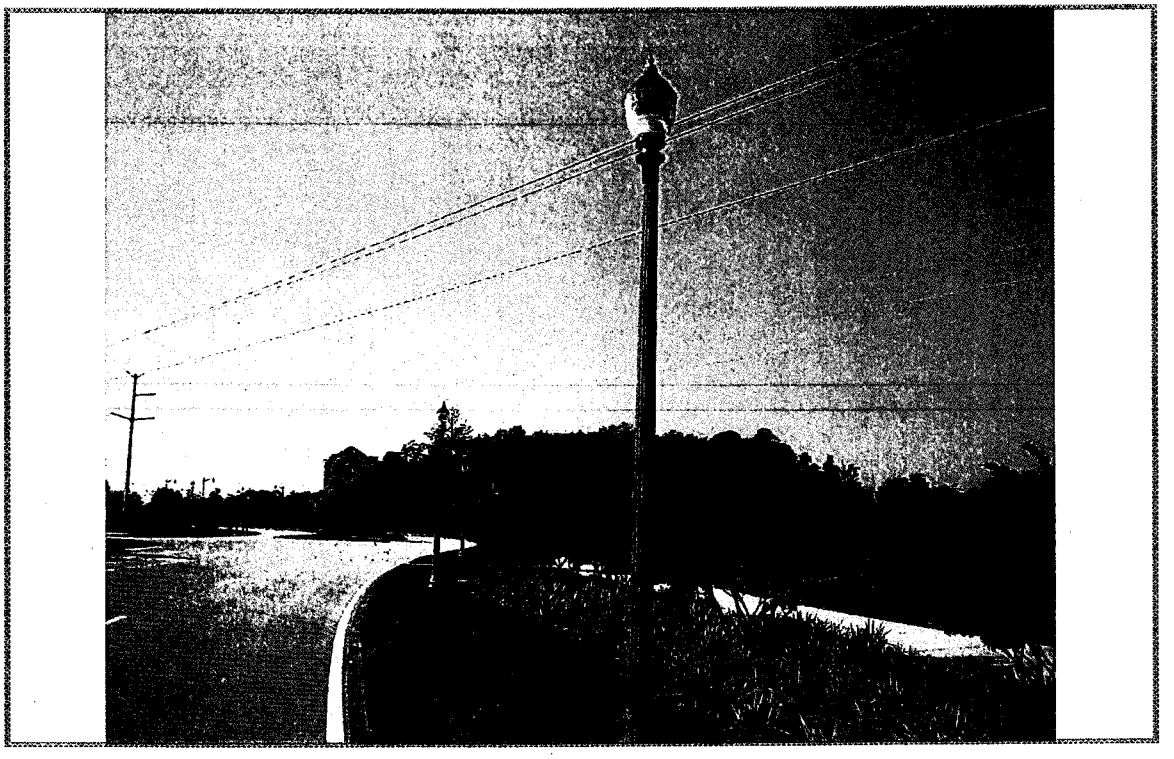
Bad example of foundation plantings for – Most all shrubs and palms are not cold hardy and are unacceptable.



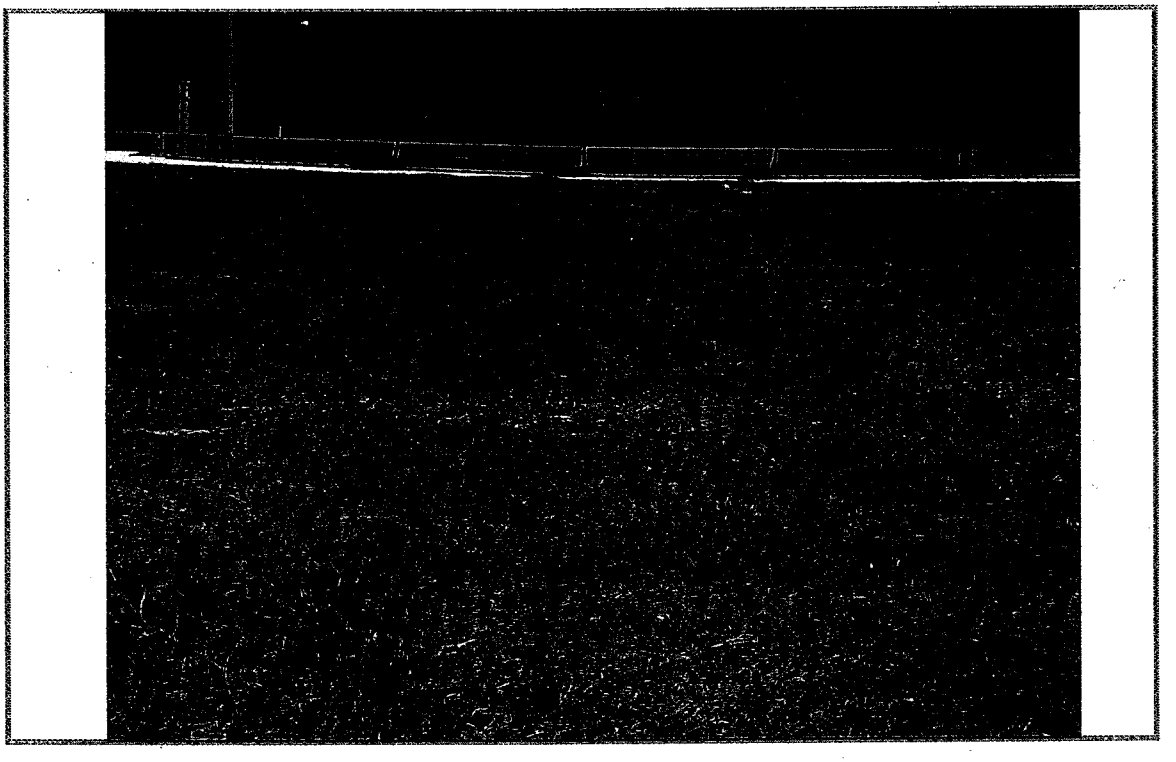
Good example of 3 palms in a vehicle use area (VUA) island to allow visibility to building signage.



Good example of landscaping under electrical power lines. Note reduced height of landscape material.



Good example of filled lot with proper seed & mulch stabilization.



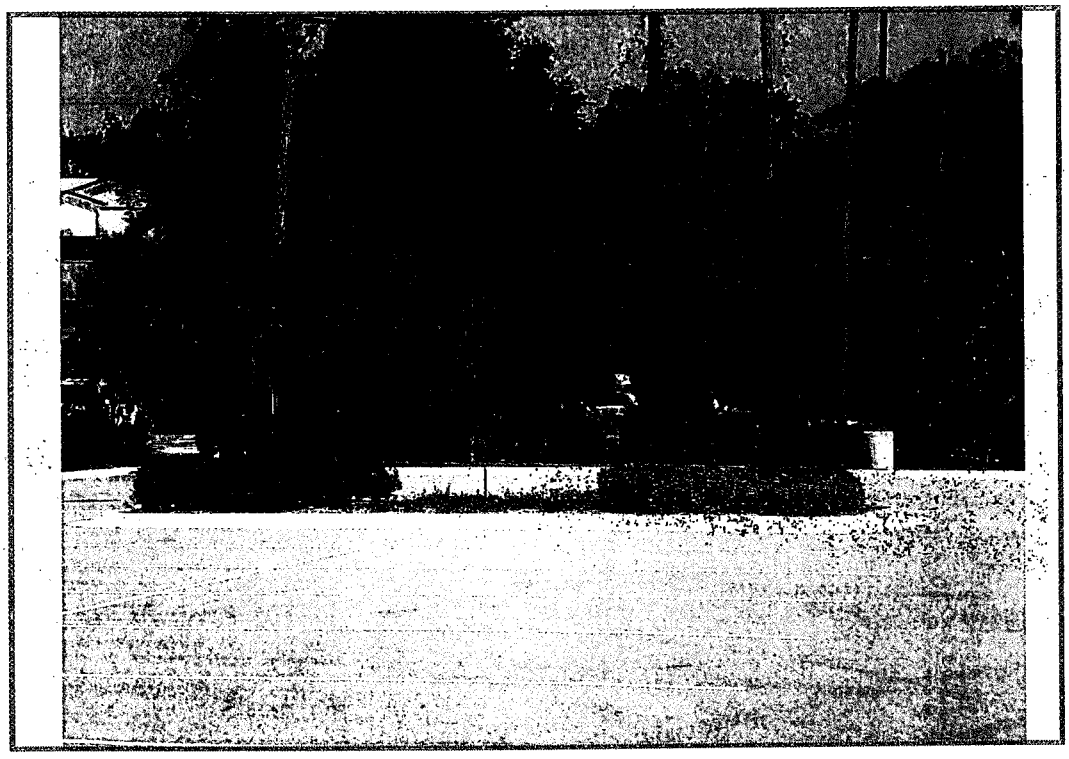
Good example of proper stabilization of recently filled lot. [redacted]



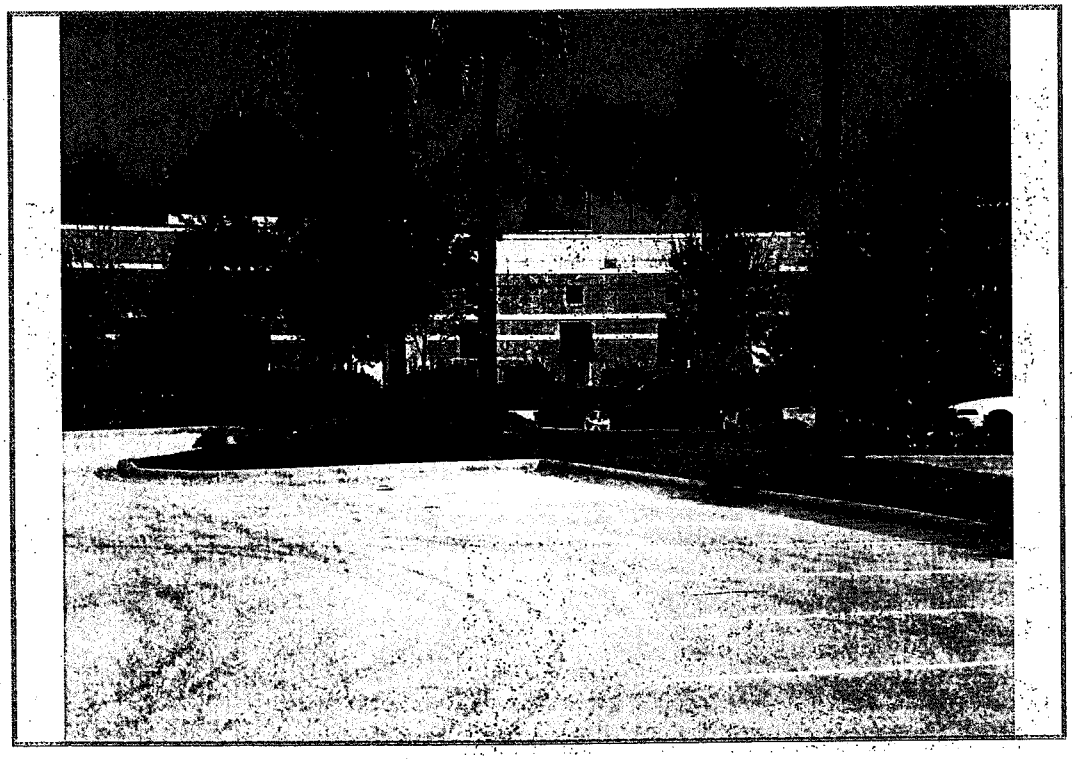
Good example of silt fence installation during construction. [redacted]



Good example of properly landscaped parking lot island.



Good example of parking lot landscape island with landscaped divider strip.



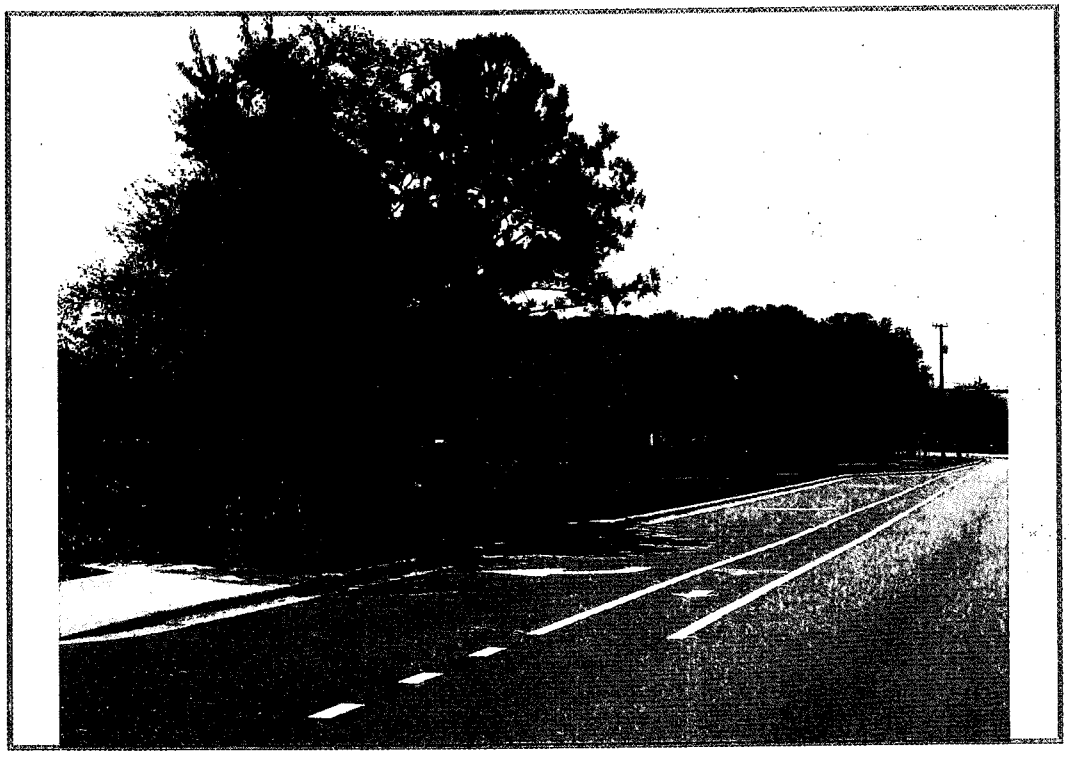
Good example of landscaped parking lot island with effective screening.



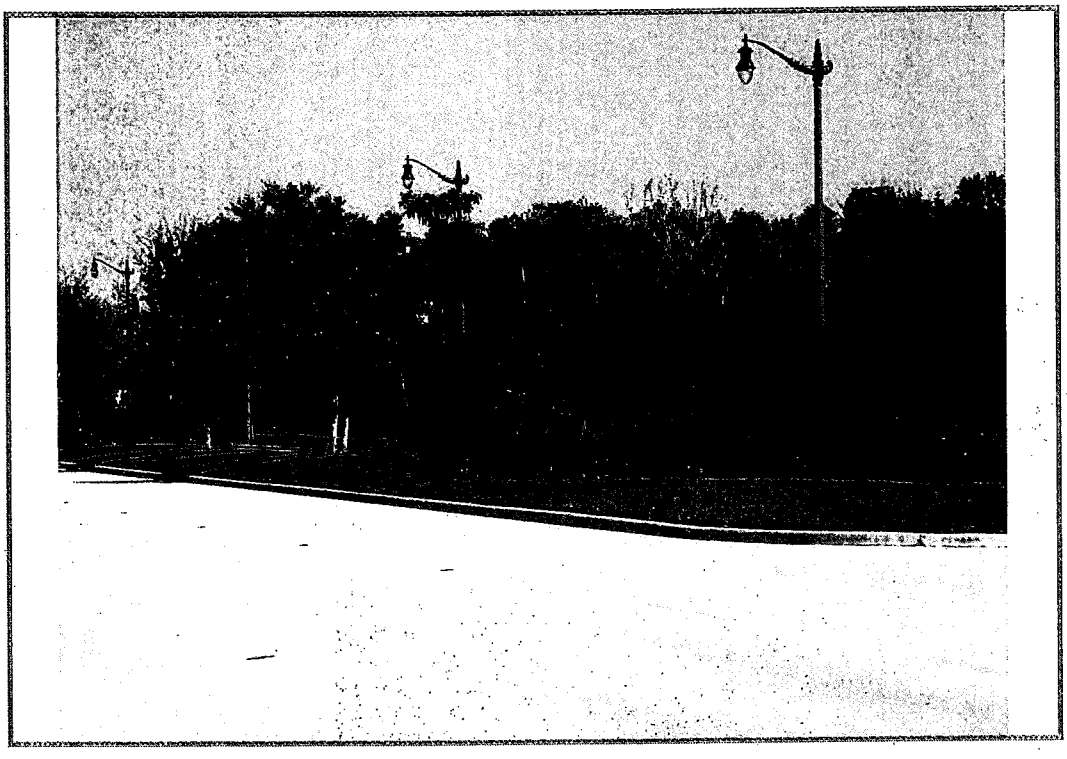
Bad example of landscaped island in parking lot.



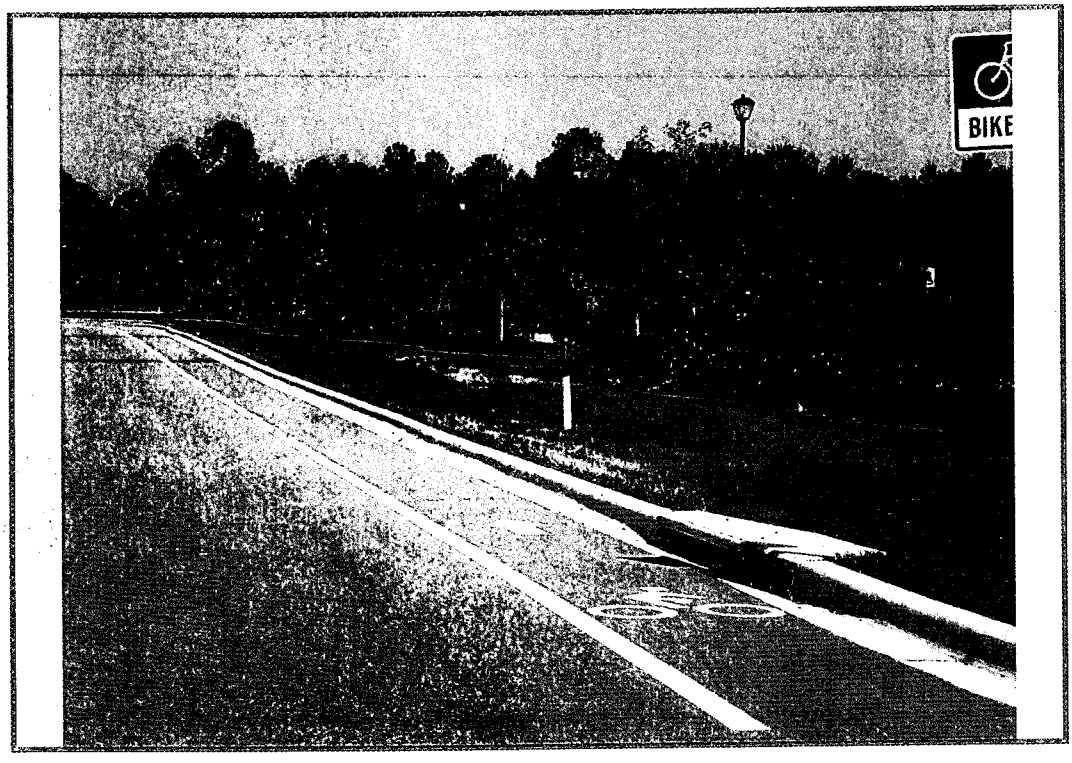
Good example of perimeter landscape area.



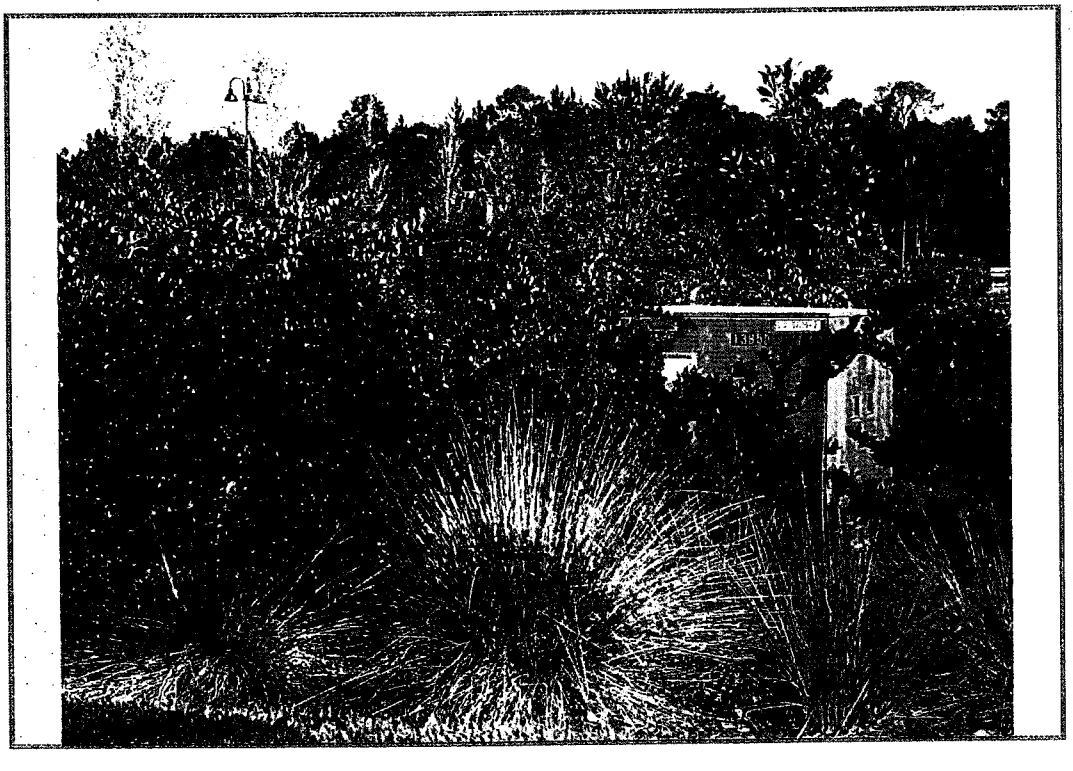
Good example of perimeter plantings in Mixed-Use Easement adjacent to collector road.



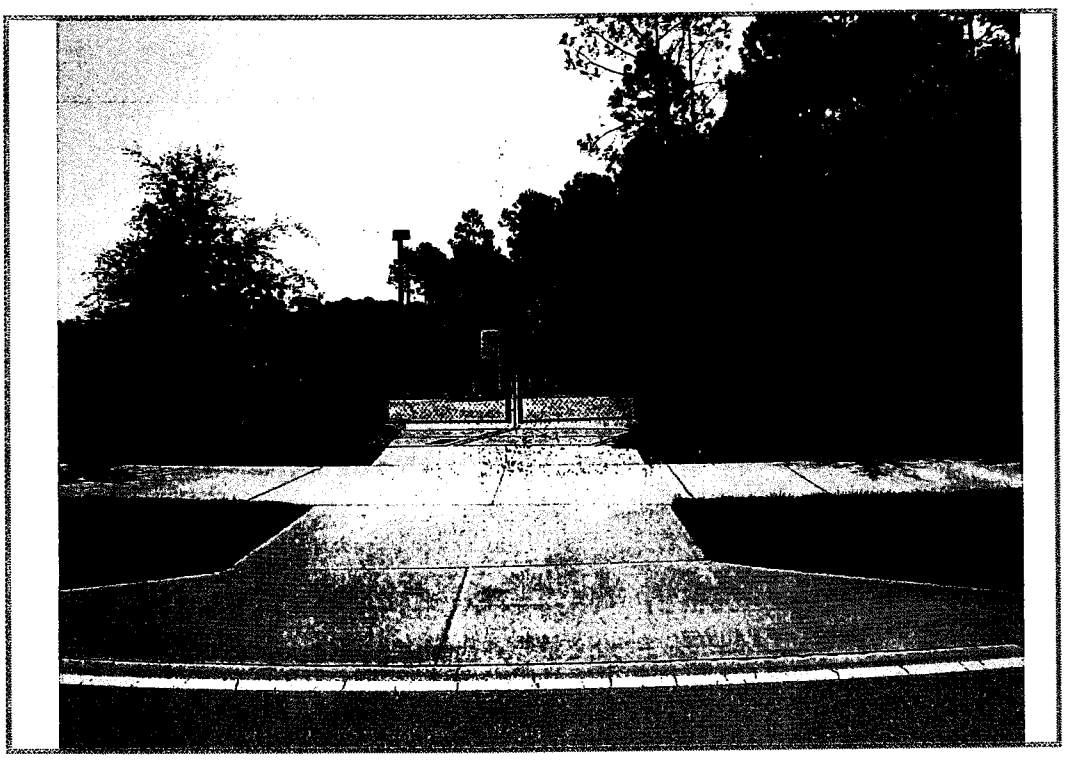
Good example of perimeter landscaped area.



Good example of utility box screening.



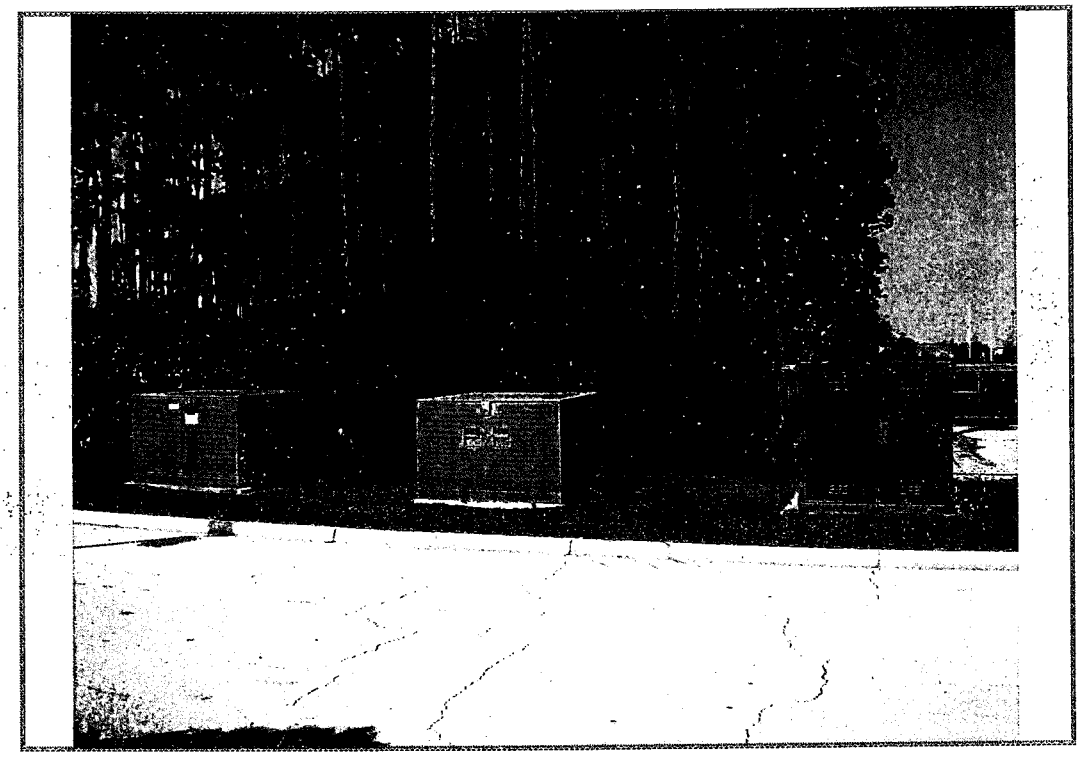
Good example of sewer lift station landscape screening.



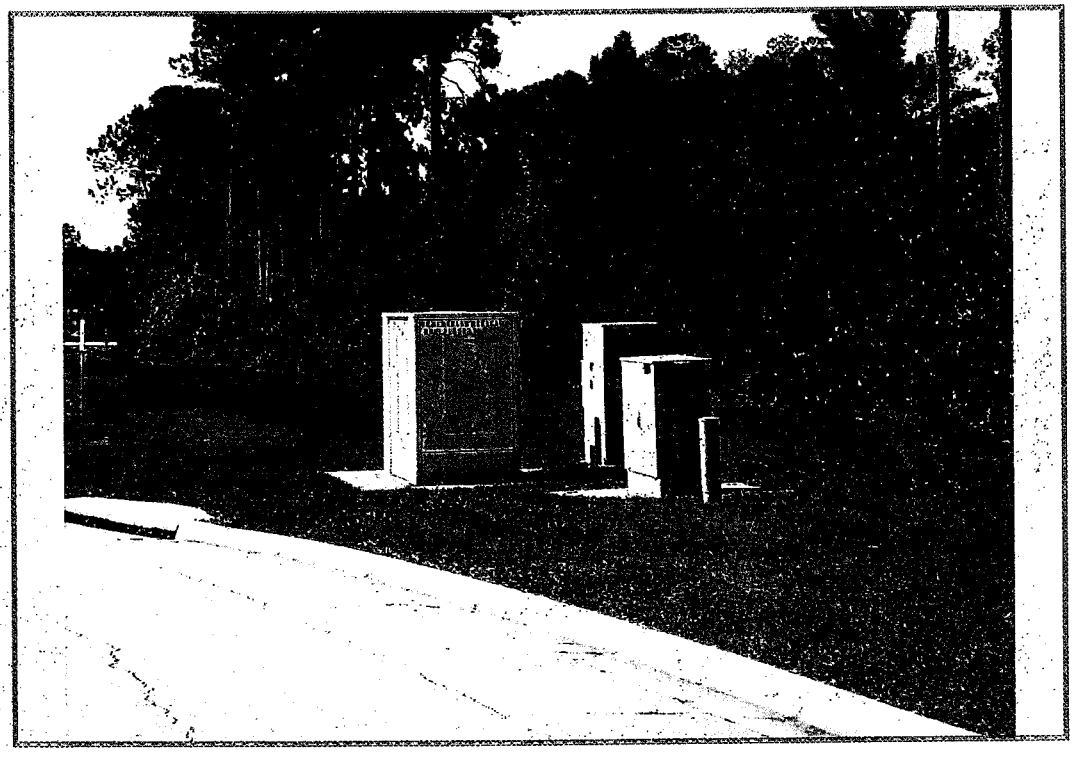
Bad example of landscape screening around sewer lift station site.



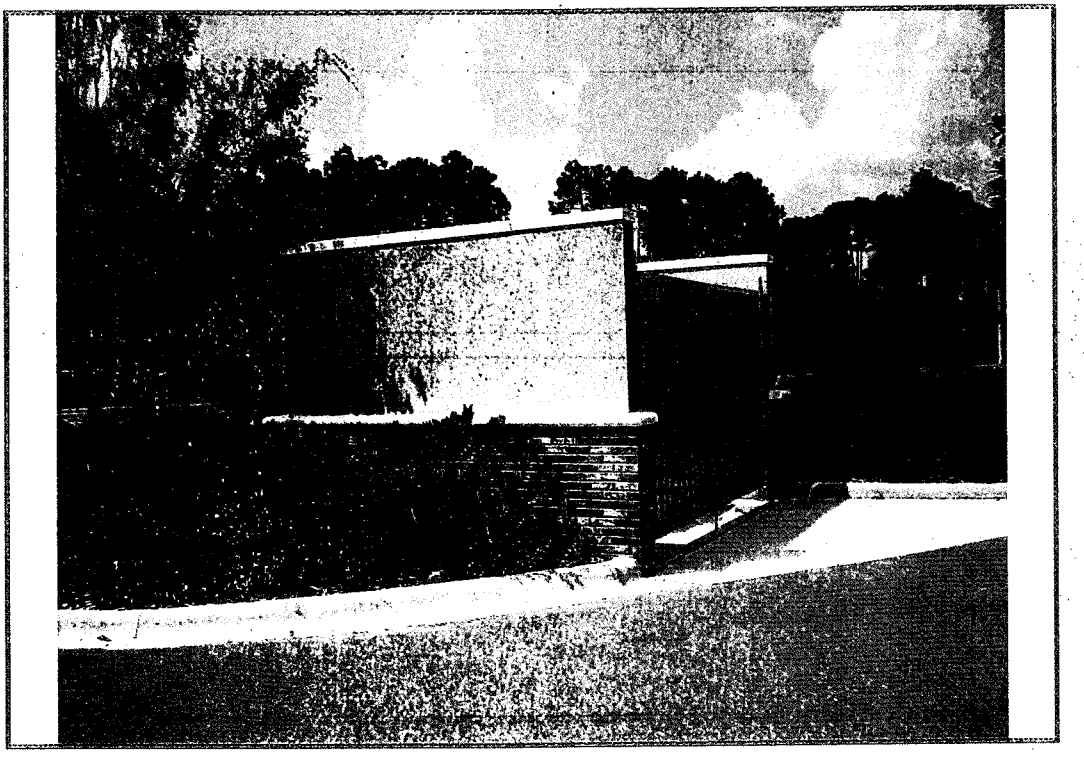
Bad example of landscape screening around utility box installation.



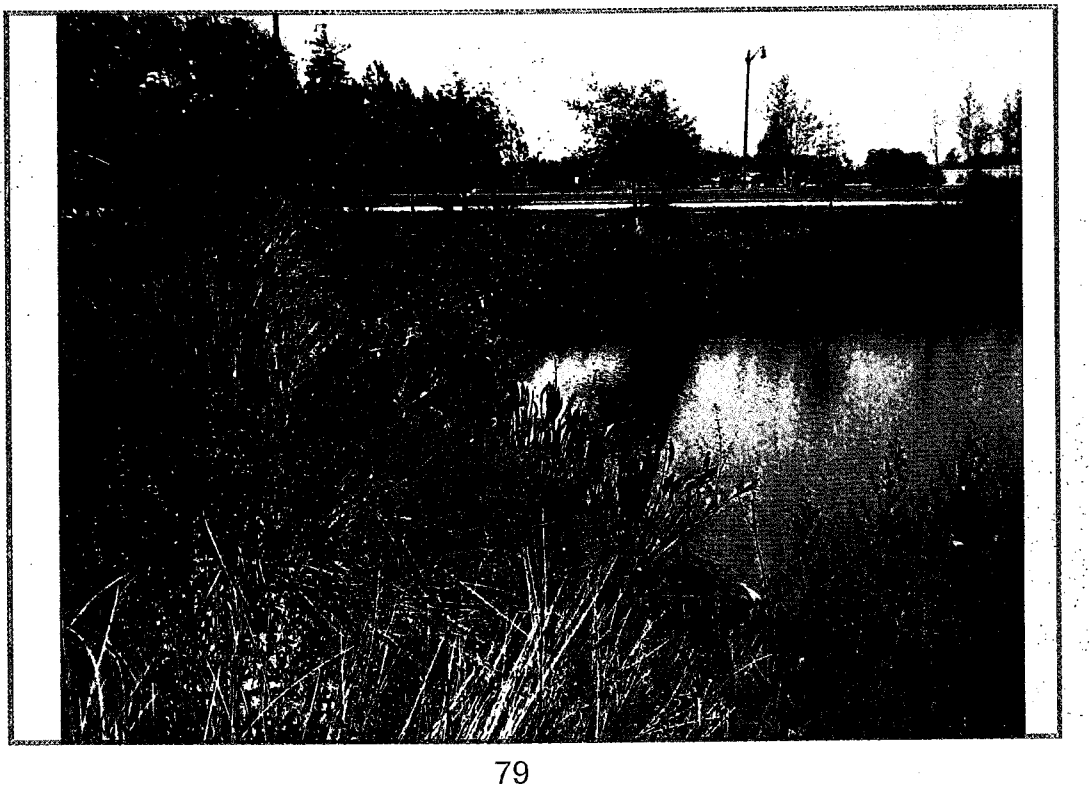
Bad example of landscape screenmg around utility box installation.



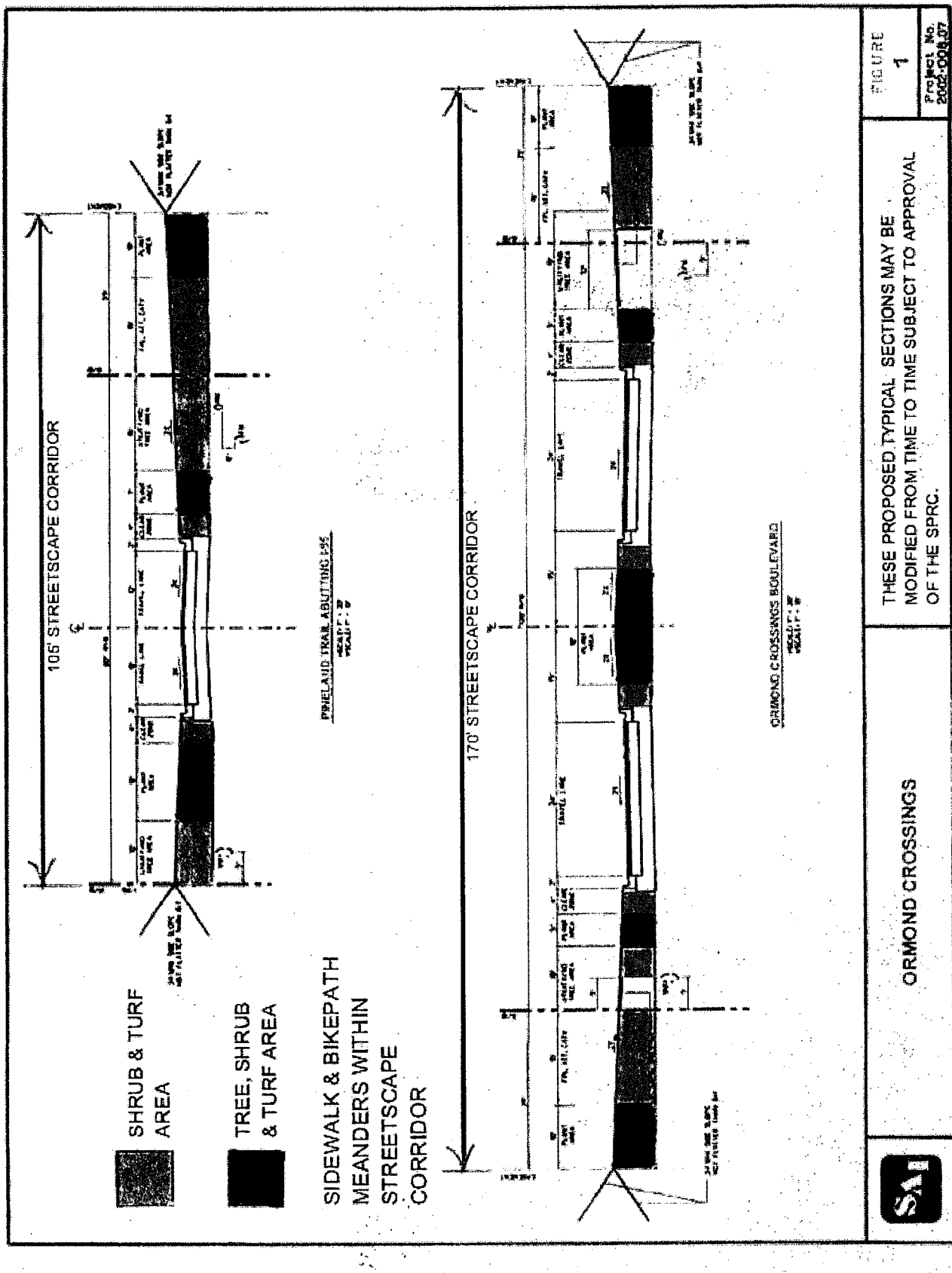
Good example of dumpster enclosure with proper screening.

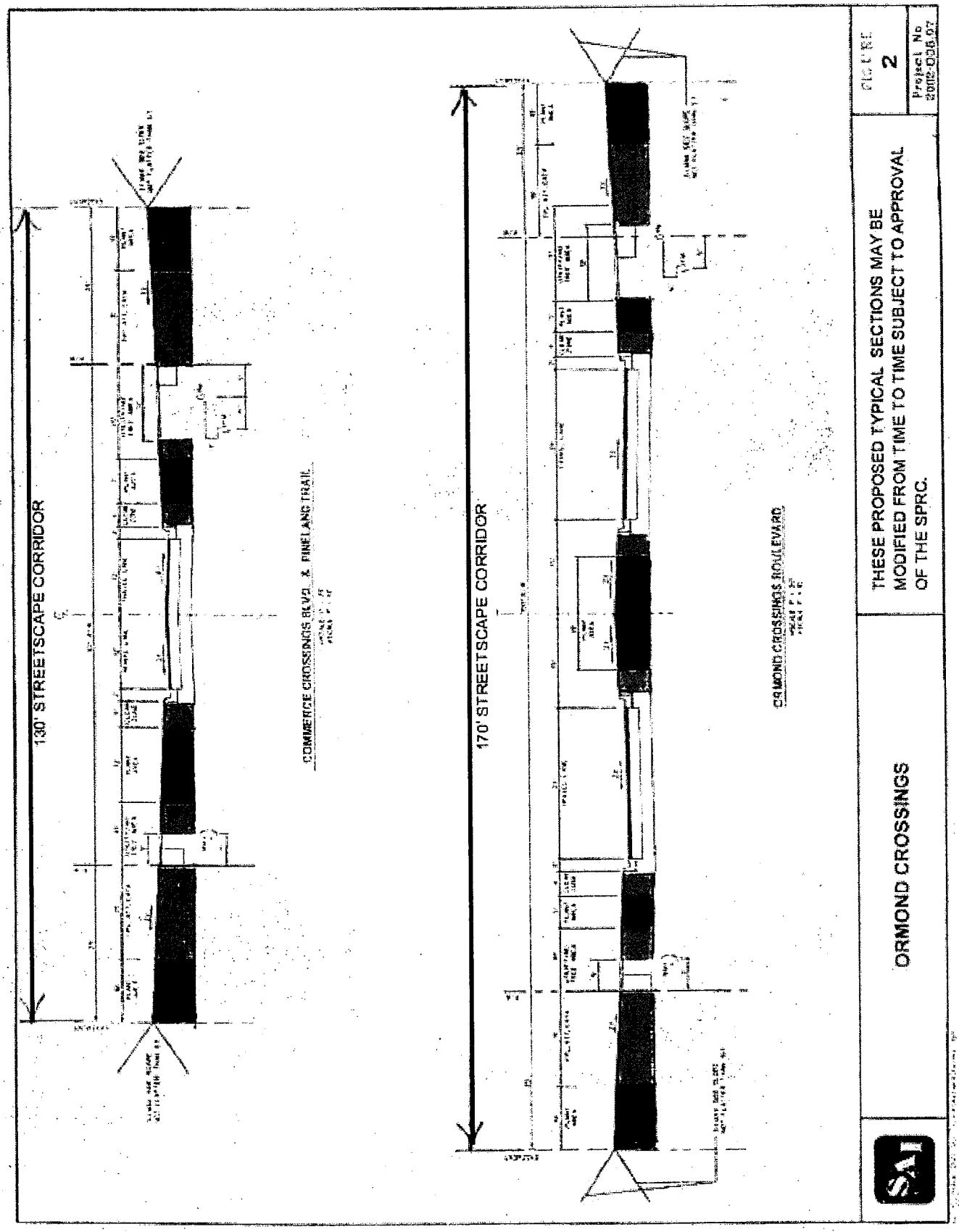


Good example of littoral zone plantings in detention pond.

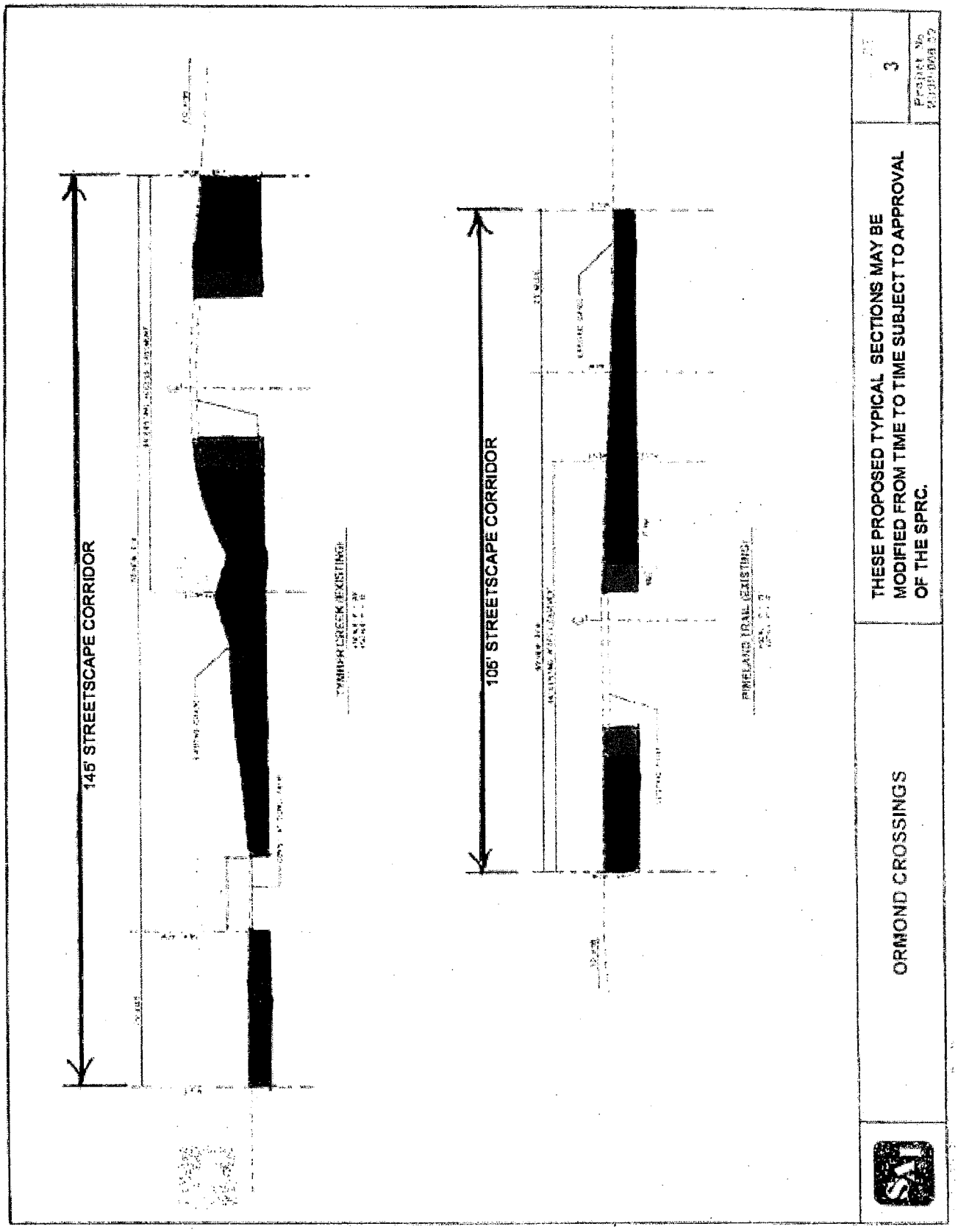


2.3 Streetscape Corridor Typical Sections.




130' STREETSCAPE CORRIDOR
COMMERCE CROSSINGS BLVD. & PINELAND TRAIL
170' STREETSCAPE CORRIDOR
ORMOND CROSSINGS BOULEVARD
ORMOND CROSSINGS
THESE PROPOSED TYPICAL SECTIONS MAY BE MODIFIED FROM TIME TO TIME SUBJECT TO APPROVAL OF THE SPRC.
2
Project No 2006-036.07

Instrument# 2013-183892 # 153
Book: 6910
Page: 971
Diane M. Matousek
Volusia County, Clerk of Court



Planning Board minutes from

October 29, 2024

ITEM:

PZ-2024-089

Ormond Crossings, Planned Mixed Use Development Amendment

Recommended for Approval (7-0)

Chairman Thomas commented that he is not sure why it is being looked at being that it is mandated by the state and do not have anything to say about it. He added that it is another example of Tallahassee taking away Home-Rule and imposing their will on everyone.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-000082 – Land Development Code Amendment, Live Local Act. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

B. PZ-2024-000089 – Ormond Crossings, Planned Mixed Use Development (PMUD) Amendment

Mr. Steven Spraker, Planning Director, stated that this is a request from Mr. Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West, LLC, for the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) development order. The Planned Mixed Use Development was approved with Ordinance 2013-50 and established zoning standards for the Ormond Crossing project. The amendment seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. The Ormond Crossings PMUD is approximately 2,924 acres, located west and south of the F.E.C. Railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue. Mr. Spraker continued that the project is bisected by Interstate 95, on the east, and bisected by Pineland Trail and Tymber Creek Road.

Mr. Spraker stated that the project is divided into three sections. East of Interstate 95 is the commerce park for employment, industrial uses, office and manufacturing. There is no residential allowed in the commerce park. He continued that the area west of Interstate 95 is the town center, a mixed use development. The third part of it abuts the Flagler County line, north of Durrance Lane, southwest of the railroad is the residential section. Mr. Spraker delivered history on the project, explaining that in 2004 the city annexed the area known as Ormond Crossings, 3095 acres and annexed land in between U.S. Highway 1 and Interstate 95 that are not part of Ormond Crossings. He continued that in 2005-2006 there was a Community Redevelopment Area (CRA) established for Ormond Crossings, that takes taxes in that area for a specific project. The CRA is to fund the access from U.S. Highway 1 into the commerce center. The CRA is responsible for constructing the flyover bridges that are required there over the railroad tracks.

Mr. Spraker explained the other access points to U.S. Highway 1, Broadway Avenue, and northwest where another flyover bridge is planned over the East Coast Railroad. He reviewed the 2005 series of Comprehensive Plan amendments to take the land that was annexed and incorporate it into the city's Comprehensive Plan, where they were transmitted to the Department of Community Affairs at the time. Mr. Spraker explained the Development of Regional Impact (DRI) approval Resolution that took place in 2006. Other DRIs include Breakaway Trails, Hunters Ridge and Plantation Oaks. In 2010, Mr. Spraker noted that there was a stipulated settlement agreement

between the developer, the city and state agencies that put specific conditions of the project into the Comprehensive Plan, with transportation and recreation improvements, and listed the entitlements within the commerce park and residential area and town center. Mr. Spraker explained that in 2010 there was a development agreement that was approved for the commerce park to allow office, flex-space, industrial, and warehouse. The residential area, area 3, allows 2,550 units. The town center allows a mixture of office, retail and residential. He continued that in 2010, based on state law at the time, the DRI was rescinded. In 2013, the zoning map amendment to Planned Mixed Use was approved, based on the Comprehensive Plan and development agreement. In it was the conceptual use master plan and map showing the commerce park, town center and residential areas. He added that it includes a land use plan and a tract map. Mr. Spraker explained that the planned mixed use development is a zoning document that establishes uses and dimensional standards, design, architectural, and landscape standards. but does not include site plans, stormwater or utility plans.

Mr. Spraker shared that in the residential area, each project has to go through a preliminary site plan or concept plan submitted through the Site Plan Review Committee (SPRC). It is required to be consistent with the overall conceptual plan. He referenced an example in that commercial could not be put in the residential area. He continued with information on next steps, with the preliminary plat, the detailed construction plan, including stormwater plans, wetland plans and floodplain plans. The final plat was explained as the final step, the subdivision of land. Mr. Spraker stated that the Planning Board will see both the preliminary final plat for each lot that is developed in Ormond Crossings.

Mr. Spraker continued with the past approval in 2015, starting with the extension to the resolution in the CRA and an amendment in 2017 for the Security First property. In 2017, the SPRC approved that development project of 136,085-square-feet of office space. He continued that there was another extension to the CRA in 2020, where there was a preliminary site plan approval that was approved by the SPRC, which allowed submittal of the preliminary plat, which goes through the Planning Board and City Commission. Mr. Spraker stated that there was approval of a Community Development District (CDD), a financing tool that helps pay for infrastructure and maintenance costs for common areas, landscaping and public improvements within the development.

Mr. Spraker reiterated that the amendment today is for Tract 8, within the residential area, it only allows Multi-Family development and the applicant and contract purchaser are seeking to allow Single-Family Residential. He added that it is the sole decision for the item and does not include entitlements; none of the 2,950 units or commercial are being changed. Mr. Spraker displayed Tract 8 overhead, in the center, near the town center. All of the other residential tracts in the development allow Single-Family development.

Mr. Spraker explained the second part of the amendment regarding the updated conceptual master plan that was done in 2013. Additional information including wetland information, lot size, parks, and schools were provided. Part of the discussion with Volusia County was a realignment of Tymber Creek Road to align with the flyover and bridge. The existing Tymber Creek Road is proposed to stay. The area under the interstate is not being proposed to be removed. The primary Tymber Creek Road is owned and maintained by Volusia County, who will have the maintenance

responsibility of it and the bridge. Mr. Spraker explained that detailed drawings for each of the subdivisions are part of the preliminary and final plat phases. Mr. Spraker stated that on the far south portion of the project, there are wetlands abutting Durrance Lane, forcing the lots more to the north.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Jorczak asked what the potential net reduction in living units is for the single-family homes, based on the original capability. Mr. Spraker reiterated that they are not amending any of the unit counts. The number of residential stays the same at 2,950. The site plan would include Single-Family for Tract only.

Chairman Thomas emphasized that there will be no increase in the amount of residents.

Applicant's Presentation

Mr. Jamie Poulos, Poulos & Bennett, representative for the applicant, 2602 E. Livingston Street, DeLand, introduced himself and commented that Mr. Spraker did a great job detailing the history of the project and what the current quest is. He added that they agree with staff's recommendation for approval and are available for questions.

Mr. du Moulin inquired about the number of single-family homes that would be developed before breaking ground on the fire station and providing a class A ladder truck and pumper. Mr. Poulos responded that they are in preliminary discussions and have been coordinating with the fire chief and fire marshal and detailing out a site plan for them.

Mr. du Moulin commented that the matter is critical with the number of residents.

Mr. Poulos added that there are also offsite utility improvements with a water tank and various things for the fire station.

Mr. Jorczak asked if will impact the Volusia County fire station. Mr. Poulos replied that he is not sure about that facility.

Mr. Spraker confirmed that the county fire station is up to Volusia County and that Planning staff is not aware of any plans for them to move at this time.

Chairman Thomas asked about the timeline of the plans with the school being built with the time of the homes being built. Mr. Poulos replied that in the first plan, it was an elementary school and since then, the Volusia County School Board has decided to make it a K-8 school (28 acres being donated for). It was decided that the school will be needed after the first phase of residential is built-out (444 lots). There is capacity at other schools currently through the first phase.

Chairman Thomas asked Mr. Spraker for an update on where the agreement stands between Flagler County and Volusia County with the school system, being that a lot of Flagler county residents are attending Volusia County schools. Mr. Spraker relayed information from the Volusia County staff, that they cannot deny access to

students from another county. Volusia County students are also attending school in other counties.

It was discussed and determined that with the preliminary site plan approval and the final engineering plans on the horizon in the next two weeks, that it could be up to nine months for the homes to get built. It is unknown when the next phase would take place as the preliminary site plan for Phase two has not begun.

Mr. Galloway stated that the Volusia County School Board will advise timeline information on when a new school will take place. It is beyond the capacity of the developer's knowledge. He added that not all 444 homes will be built in the first year, and that it will be a two-three year process.

Mr. Railsback asked for confirmation on if the residential single-family portion from the original site plan to what is being considered now has shifted further north from Durrance Lane and shifted closer to Tymber Creek because of wetland mitigation. Mr. Poulos replied yes.

Mr. Jorczak asked when the bridges will be built. Mr. Poulos replied that they are in progress and they recently submitted 30 percent progress stats to the County and the City.

Ms. Shull asked if there have been new studies on water, potable water and such for the neighborhood with the development in the area and asked if there is enough. Mr. Poulos responded that they prepared a new master utility plan for water, sewer and reclaimed and is into the City for review.

Mr. Spraker refocused the meeting and reiterated that this is a zoning document and will see those details in the preliminary plat process.

Public Comments

Mr. George Carter, 99 Carter Trail, commented on the two maps displayed and said that when the original developers first developed it, their land went all the way to Hunter's Ridge. There was nothing divided between Hunter's Ridge and this development, except for Durrance Lane. It was the right-of-way (ROW) through it. Since then, the developer that came back in 2009, took the whole Durrance Lane section, from Shed Lane in Flagler County down to Tymber Creek, and made a new section out of it. Mr. Carter added that when they did that, they did not pay the taxes on it and let it go. It was referenced as no-mans-land, and a purchaser got it for pennies on the dollar. Mr. Carter asked the developer if they would clean the ditch out on Durrance Lane. The County of Flagler cleaned it out from the County line all the way to Shed Lane. There are trees growing out of it and sops of water. Permission had to be granted from the power company to go through the power line right-of-way (ROW) at the County line so residents could get out of there because of the water. The property was flooding the road with 4' of water where emergency vehicles could not get into it. Cars were stuck. Now they are developing again and are in the planning stage and this development impacts residents there. Mr. Carter stated that he has lived there for a while and knows which way the water goes. Everything goes down Groover Creek from U.S. Highway 1, across underneath Tymber Creek and Airport Road, and heads out to the Tomoka River. He added that there are two big culverts at Durrance Lane that the DOT put in a while back when they three-laned Interstate 95. He continued that all of the water from the east side of Interstate 95 comes through fast and pushes water up on his property. Mr. Carter commented that no one is sure

where the water is going to with the development and the ditch has not been cleaned out and no one will because it is not their land. Most residents are worried that when the project gets going, all of the water will be on top of their properties again. Durrance Lane is not in the City and someone in Palm Coast owns it and is waiting on making money off of it. Mr. Carter commented that they are not getting any answers and explained that they fix the road that the City and County drive down on the Volusia County side. He added that residents pitched in money and bought a motor grader just to help the people out. He stated that he lives in Flagler County but helps the people on the Volusia County side just so that they can get out.

Chairman Thomas commented that he assumed that it is not in the City and is located in the County. Mr. Carter responded that it is in the County but that the land in the development was in the City originally and the developer did not section off Durrance Lane. He continued that he went in, not wanting to do anything with Durrance Lane, and sectioned off a little piece of land, where Durrance Lane is.

Chairman Thomas suggested that Mr. Carter speak with Mr. Spraker on the matter.

Mr. Carter asked if Tymber Creek Road is going to be widened to four-lane. Chairman Thomas replied that the Board does not have that information.

Mr. Carter stated that driving to the airport to where it goes underneath Interstate 95, there are four "in memory of" markers on the side of the road, stating it is one of the most dangerous roads to be a two-lane 40mph road in Ormond Beach and will now have construction equipment going by. He added that kids catch the bus at Tymber Creek Road and Durrance Lane, where there is a blind curve. Chairman Thomas responded that they will see how they can help out and follow up with the problem exposed.

Ms. Jordan Huntley, 2415 Durrance Lane, concurred with Mr. Carter and stated that they have the same problem. She shared pictures of flooded property in their area following hurricanes and said that it floods even if there are no hurricanes. She references pictures of the lake, canal and Durrance Lane. She stated that Mr. Fred Fox and Mr. Darrel Bugno are her neighbors. Ms. Huntley commented that she has kids and that the Planning Board is familiar with her as they approved her request to accommodate her horses. She stated that she had to take a second note on it because of how bad it floods and how it is not fair to affect the horses. She expressed her concern with being flooded out from the berm as the berm was washing out with Hurricane Milton. She heard 10 years ago it did wash out and no one could get out. Ms. Huntley expressed concern with how the development is going to affect the area, if it will help them or hurt them and if anyone has been on the road. She said that they have horses and kids and have concerns. Ms. Huntley stated that she understands that it is a big money-maker and was blessed with the amount of money she was able to make with her business but had to take another step back and cannot have horses and a child on a property that is flooding. She added that other properties are flooding there as well. Ms. Huntley concluded that the Mayor has been out there and suggested paving it and she feels that it will not help.

Mr. Robert Cortez, 610 Boice Lane, commented that he too is going to talk about the water again and notices the difference between the two master plans presented and the first master plan had a gigantic retention pond in the center of the residential homes and now there is a definite change where they are replacing the retention ponds on the south end of it, abutting Durrance Lane. Mr. Cortez asks how the developers

are going to dig it in and how can it be ensured that once the water starts filling up, it is not going to come over the berms in the canals and wash the whole thing out. He commented that he either goes out where the powerlines are or going out of Tymber Creek if there is a medical emergency. EMS and the fire department do not go down the roads under certain conditions. He expressed that he wants the ability to get out of there if need be. He said that he wants to live out there and live a quiet life. Mr. Cortez expressed additional concern with all of the residential and commercial property going up on their side of the freeway if there has been any discussions about what is going to be done about the traffic flow, lights, and roundabouts, as he has three teenagers and they come out of Tymber Creek daily where there is a blind curve. Adding additional people creates danger with people living their everyday lives. He expressed that he hopes traffic has been a discussion had by the city as it is already been an issue before even breaking ground on this project.

Chairman Thomas asked for confirmation from the City Attorney on if there is a state law in effect that when property is developed, it is not allowed to impact neighboring properties with water. Attorney Hayes explained that there are general legal principles for it and stated that this is an amendment to the PMUD that would allow no change in density. As the plans come together, he added, they get reviewed by Planning Department staff as far as the technical requirements, including traffic, roundabouts, streets, roads, stormwater, fire, and safety features.

Ms. Connie Colby, 108 Roble Lane, stated that she does not have a dog in the race but has enough problems with Avalon in her backyard. She asked how much of the property is wetlands and how much fill will be put in for mitigation purposes. She continued that Belvedere is up the road, where they are planning on 1,000 cubic yards of fill, taking from all of the dirt off of the trees from that property, causing more flooding there. Ms. Colby commented that if she bought a house knowing that this development would be in her backyard, she would not be interested in purchasing it. She asked if the decision to change it to stick-built houses instead of multifamily houses has anything to do with Live Local. She remarked that she hopes that another traffic study is being done. The Interstate 95 intersection is being redeveloped in two to three years. Ms. Colby commented that the development reminds her of Plantation Oaks, where they started out with a school and fire station and was taken out of the plans before developing the area. She asked if Tymber Creek Road goes all the way down LPGA if they finish through Avalon.

Mr. Darrel Bugno, 2379 Durrance Lane, stated that he has lived there for 25 years and owned there for 30 years. He expressed his concern with the water. He said that when an upgrade was done and a giant culvert was put in at the corner of Tymber Creek and Durrance Lane, the water comes off of Interstate 95 and pushes back on Groover Creek. The water comes down Durrance Lane and on the north side it backs up and overflows the berm and the berm breaks. He added that it broke recently and they had to put big rocks in it. He said that emergency vehicles could not get in and they had to have a army truck for rescue. Mr. Bugno expressed concerns with the building up all of the land where the houses have been put up higher and higher, mentioning a subdivision that is on the south end of Leeway Trail on Airport Road that is 5’ higher than the road where all the water that was traveling south and cannot go - and backs-ups where everybody’s property is flooding. He added that if this property raises all of the property up, all of the water will push over to Durrance Lane and flood it out again. Mr. Bugno stated that the water came within 10’ of his house

(26' above sea level) and water in front of his driveway was over 3 1/2'-deep, where nobody else can get through. He said that he has pictures and asks what will happen next year, stating that the houses are going to flood out. He added that no one is taking countenance of all of the houses that were built 20 years ago and all of the new properties are higher and higher. Mr. Bugno said that it will cause flooding as it did in Port Orange and South Daytona neighborhoods. He suggested building a wall to stop all of the wetlands or to block down Interstate 95 and not let all of the water come off I-95. Mr. Bugno restated that the water from I-95 is backing up the water along Durrance Lane and Groover Creek. He stated that has been a major problem since FDOT did not do a study of it and put the culvert as part of the I-95 widening. He stated that water was pouring over and washing out the road and people could not get through about two or three weeks ago.

Chairman Thomas offered to review the pictures Mr. Bugno referred to. Mr. Bugno stated that the pictures were on his phone.

David Smith, 7 Grackle Lane, stated he has been in Ormond Beach since 1972. He thanked the Planning Board for their time and consideration on this matter. He stated that this is a serious matter as Ormond Crossings, nearly 3,000 acres is low land with wetlands mixed in. Mr. Smith stated storms in the past seven years have flooded some Ormond residents' homes. He stated they have flooded three times which is a devastation that is nearly impossible to get over. He added that the Tomoka River floods and its tributary, Groover Branch, runs through this area. Adding fill and a largely paved commerce park in the future, high-density residential area will without doubt exacerbate this flooding in all the nearby communities and add to the Tomoka River flooding causalities. Mr. Smith stated Ormond's ground is saturated right now. He stated stormwater flows east from this area across US1 and overwhelms Ormond Lakes 26-year infrastructure. Mr. Smith questioned, would you please consider a mortarium on any additional development until a careful study of the present flooding crisis is completed. He stated Ormond property owners and voters are looking to this Planning Board's vote regarding this development. Mr. Smith continued nearby residents are struggling to clean up and recover from the impact of Hurricane Milton and its flooding and wind damage. Allowing high-density residential construction, amending Tract 8 and updating the conceptual master plan to include any more paving or building will negatively effect miles of already effected residents who predated this development. Mr. Smith concluded to please pump the breaks and vote no if the developer's request contains any increased building, concrete or asphalt coverage.

Applicant's Response

Mr. Jamie Poulos, Poulos & Bennett, stated that he wrote down the comments and most were focused on stormwater and wetlands. He stated that this development as it moves forward from a conceptual development to construction drawings will include a master stormwater plan. He continued that the master stormwater plan would be reviewed by the city, St. Johns River Water Management District, some parts by Volusia County, and the Federal Emergency Management Agency. The stormwater plan will need to meet the water quality, stormwater peak attenuation, as well as floodplain storage requirements. Mr. Poulos confirmed that the model will be required to show no adverse impacts to offsite development. He stated that the project team appreciates the input and specific comments regarding areas of concern that are existing. These areas can be studied as the master stormwater plan is developed.

Mr. Poulos referenced Tymber Creek Road and added that the blind curve and that part of this plan, as part of Volusia County's request, is to realign Tymber Creek Road. As the roadway heads north, it will be brought into the site and connect to US 1 with the flyover at the railroad tracks. Mr. Poulos stated that the existing Tymber Creek Road will remain with improvements to improve access under I-95 to eliminate the blind curve at this location. He continued that the existing Tymber Creek route under I-95 will remain and be improved. Mr. Poulos stated that the development will hopefully result in a safer Tymber creek Road with the new roadway alignment and changes to the existing Tymber Creek Road alignment.

Mr. duMoulin asked about the trees and the creek and stated that this is a continuous issue with storms and slowing water flow. He stated that he has the exact same problem with Misner's Creek and he does not know how to address it. Mr. du Molin asked if Mr. Poulos can collaborate with Mr. Carter at some point to clear the particular ditches. Mr. du Molin stated he would like to have someone show him around in this area and site survey. Mr. Carter offered to meet with Mr. du Moulin.

Mr. Carter stated that the blind curve he was talking about is located at Tymber Creek Road and Durrance Lane. Mr. Railsback stated that the curve is at the south end of the development, along with the creek and culvert. Mr. Carter stated that the angle of the road of Tymber Creek Road does not allow vehicles coming out of Durrance Lane to view vehicles on Tymber Creek Road. He stated that view angles are limited to around 150 feet because of trees. Mr. Carter stated that no one is obeying the speed limit of 40 miles an hour which also creates turning movement issues. He stated that there are in-memory-of markers because of accidents in this area. Mr. Carter stated that the canals are not being cleaned out, including Misner's Creek, and that is a problem within the whole city.

Board Comments

Mr. Railsback stated that he wanted to reiterate that the south end of the project and the creek and the culvert is an issue, which hopefully can be reviewed and incorporated into the project design. He encouraged the project team to review these comments as the detailed stormwater plan is being developed. Mr. Railsback stated that a lot of people in the room have stormwater issues as a key focal point.

Chairman Thomas stated that he understands that the project will be required to be reviewed again before the Planning Board and City Commission. Mr. Railsback stated that the project will bring back a technical plan with the platting that would be reviewed by the Site Plan Review Committee first. Chairman Thomas stated this is not the final time that the project would be within a public hearing review for development and that there will be opportunities to address water concerns. Chairman Thomas stated the application tonight is to change Tract 8 to allow the Single-Family use within the zoning document and there are no development increases.

Ms. Shull asked that the number of units on Tract 8 not be changed. Mr. Poulos confirmed that there are no additional number of units. Ms. Shull stated that instead of Multi-Family, that the units will be Single-Family. Mr. Poulos confirmed that was correct and everything on this plan is Single-Family residential.

Ms. Shull asked if Single-Family residential puts more concrete on the ground compared to Multi-Family development. Mr. Poulos replied that the overall development area would not change depending on the housing type. He added the

wetlands are driving the developable areas which they are seeking to minimize wetland impacts. Ms. Shull inquired to the proposed lot sizes. Mr. Poulos stated that lot sizes includes 40, 50, and 60 foot wide lots.

Mr. Scudiero stated that the first request was easy, if anyone wants more apartments, go to Williamson Boulevard and head south. He continued that there is no increase in density with a better quality product. Mr. Scudiero reiterated what Mr. Railsback stated on the conceptual master plan and that the project team has made ample notes. There is a genuine concern of stormwater issues in the room from people that live just to the south of the project. Mr. Scudiero commented that if anything can be done to improve the situation, he would encourage the project to do so in the construction plans that are developed. He concluded that he sees no reason to oppose the request, but that there is work to be done on the project.

Mr. Railsback echoed Mr. Scudiero's comments. He remarked that comments heard need to be addressed with the technical plans in the future. He explained that he hopes that the next public hearing in the future would provide information on the stormwater, working with all parties in the area to reduce the overall impact. Mr. Railsback stated that other developments have improved stormwater issues in the past.

Mr. Galloway thanked the individuals who spoke. He stated that he has walked the two creeks and reviewed aerials and Mr. Carter's statements are accurate. He stated that this is bigger than what is being talked about with this project. Mr. Galloway encouraged residents to go to the St. Johns River Water Management District, the Florida Department of Transportation, and Volusia County regarding the stormwater issues. He stated that the canals and creeks that were dug out in 1940 have not been maintained. He commented that there is nothing worse than flooding within homes, as your home is your castle. Mr. Galloway expressed concern that everyone is putting the blame on a developer that is getting ready to do the next project. He added that these issues have been going on since the canals and ditches have not been maintained. He recalled that he is a property manager of a house that has flooded twice because the canal behind the building has not been cleaned out since 1952, and said yet we pay taxes to a water authority in this county and everyone is pointing at someone else.

Mr. Galloway stated that the Florida Department of Transportation has widened roads and appears to be impacting ditches. He continued that this is the first he has heard of the widening of Interstate-95 and that it is a crying shame that someone did not catch that. He stated that he is not worried about apartments or homes, he is worried about six lanes of interstate throwing water in this direction towards this community. He continued that the problem started before this development and how it needs to be demanded that our tax dollars are being paid, when we get over 8 inches of rain, with no hurricane, that these areas are flooding. Mr. Galloway remarked that it is not flooding because of development, that it is flooding because the systems have not been maintained over the last 60 or 70 years. He commented that it is time that we speak up and say something about it.. Mr. Galloway stated that he did not care if it is not a city problem, the Florida Department of Transportation is throwing a lot of water around and they need to be held accountable. Mr. Galloway stated that the project will require additional approvals, and how he supports the residents' concerns, and how the stormwater issues are more than this project. He concluded

that it time that we demand that Volusia County, the City, and Florida Department of Transportation perform maintenance that has not been done.

Mr. Jorczak stated that we all feel the same way regarding stormwater and expressed concern along U.S. Highway 1, related to Ormond Lakes. He stated that he heard of stormwater issues in Hunter's Ridge with local flooding. He expressed concern regarding stormwater designs and review, and commented that then 3, 5, 10 years down the road, problems develop. Mr. Jorczak stated that the quality of the information in comparison to the facts are not consistent and that it is a real problem for the Board when they review applications. He stated that as a Board and a city, we lean on our advisors to provide a better guarantee in working with state officials to alleviate these issues. Mr. Jorczak stated that it is a mess west of Interstate 95 and Flagler's developments will impact us. He continued that we ask the developers to go back and review these issues and oftentimes we get a concession from a developer to make the stormwater system better than meeting a standard. Mr. Jorczak concurred with Mr. Galloway's statements.

Ms. Shull concurred with Mr. Galloway's statements. Ms. Shull stated that she has clients in the older part of Hunter's Ridge, the front portion, built in the 1970s, 1980s, and 1990s had roadway flooding. She continued that the Huntington portion of Hunter's Ridge, which is newer, had no street flooding issues and they have huge retention ponds. Ms. Shull stated that she noted the difference of how new subdivisions are being built compared with older subdivisions. She stated that the cleanout of canals and ditches are an issue and referenced a client in Tymber Creek and Groover Branch. Ms. Shull stated that her subdivision streets were flooded by overflow from the Trails subdivision. Maintenance is a key issue with stormwater.

Ms. Shull stated that she liked the amendment for Single-Family homes compared to apartments. She believes that this development will require greater stormwater retention as the standards have increased. She stated that these residents were before the city with the development at Tymber Creek and Airport Road with drainage concerns. She added that the stormwater issues are still happening and no one wants to address them, commenting that the Board's words will be heard by the City Commission. She encouraged residents to go to St. Johns River Water Management District, the Florida Department of Transportation, and Volusia County, regarding the stormwater issues.

Chairman Thomas stated that he understood the resident's concerns. He recalled meeting with Ms. Huntley on her Special Exception application, where he observed the pastures full of water after rainstorms. He echoed the comments from Mr. Galloway and Ms. Shull and said that the squeaky wheel will get the attention. He stated that bureaucrats will continue to point fingers on the issue and either they do not have time or they do not care. Chairman Thomas encouraged the residents to organize and make their voices heard. He expressed his appreciation for the residents attending and stated that there will be additional public hearings on the platting of the residential lands.

Mr. Galloway stated that there should be additional federal dollars available to work on these issues. He added with 15 to 24 inches or rain, that yes, there was flooding, suggesting to use this time to get the funding available, to correct the issues that have been occurring.

Board Recommendation

Chairman Thomas entertained a motion and called the vote.

Ms. Shull motioned to approve PZ-2024-000089 – Ormond Crossings, Planned Mixed Use Development (PMUD) Amendment. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2024-000093 – Love's Having Fun BPUD (Destination Daytona), Planned Business Development (PBD) Amendment

Mr. Steven Spraker, Planning Director, stated that this is a request from Mr. Dean G. Pepe, General Counsel of MOI Daytona Hotel Property, LLC, for the first amendment of Love's Having Fun BPUD (Destination Daytona) Planned Business Development (PBD). The Love's Having Fun BPUD was approved with Volusia County Resolution 2004-100 and assigned the city Planned Business Development zoning with Ordinance 2015-14. The amendment seeks to allow a tattoo establishment as a permitted use within the Planned Business Development. The development area is in the general area, west of Interstate 95, north of U.S. Highway 1, and bisected by Destination Daytona Lane.

Mr. Spraker delivered background on the project and stated that it was originally approved in 2004 in Volusia County and approved with a Planned Unit Development (PUD) under specific entitlements, including the uses. In 2005, the City Commission agreed to provide utilities outside of the city to serve Destination Daytona and it stayed in the County until 2015, when the Interlocal Service Boundary Agreement (ISBA) was performed and annexation occurred in 2015. Mr. Spraker continued that the city took the development order that was approved by Volusia County and incorporated it into the city zoning.

Mr. Spraker continued that staff received the inquiry for a tattoo establishment at 1637 N. U.S. Highway 1, where there was a previous tattoo use at the property. There was not a use that allowed a tattoo establishment at Destination Daytona, Phase 1 in the development order. Staff contacted Volusia County to inquire how the previous use was allowed. They indicated that it was approved through a beauty salon at the time. The applicant filed an amendment to allow the tattoo shop. Mr. Spraker explained that the second phase of Destination Daytona has the use in the development order. Mr. Spraker commented that staff believes that tattoo establishments would be appropriate within the area of the entertainment district, and recommend approval. One objection e-mail was received and provided on the matter. Mr. Spraker concluded that there are no residential units within the area.

Applicant's Presentation

Mr. Dean Pepe, General Counsel, Destination Daytona, 1635 N. U.S. Highway 1, reiterated that the tattoo salon was there for 13 years and then the tenants lease was up. The tenant wants to put someone back in the built-out space. Mr. Pepe spoke on the rejection e-mail and stated that there is no reason why they objected. Mr. Pepe said that he has worked there since 2005 and has managed the property since 2009 to 2022, where he has been President of the six condo and property owners association and has never had an issue with the tattooing being done there. Mr. Pepe elaborated on the pleasure it has been working with the City or Ormond Beach and staff.

From: Cheray Cooney
To: Ken and Julie Sipes; Spraker, Steven
Subject: Re: PMUD Amendment
Date: Thursday, October 17, 2024 8:11:27 PM

[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 All
Well this is quite a surprise to see this kind of over development happening. I thought that the subdevelopment was on the opposite side of 95 and not right up the street. Do we truly need all of this development.

I know I am preaching to the choir, but seriously people how is it allowed?? Who let's this happen. Our beautiful community is turning into an overdeveloped nightmare and what for, another dollar?

It is a disgrace that this type of over development is allowed. Truly atrocious.

Sincerely
Outraged Citizen

On Thursday, October 17, 2024 at 05:58:25 PM EDT, Ken and Julie Sipes <cando2ormond@gmail.com> wrote:

Hi Cheray --- See if you can find the property on the link below. Was the sign from the City or the County?

---------- Forwarded message ---------
From: **Spraker, Steven** <Steven.Spraker@ormondbeach.org>
Date: Mon, Oct 7, 2024 at 7:16 AM
Subject: RE: PMUD Amendment
To: Ken and Julie Sipes <cando2ormond@gmail.com>

Good morning,

Please see information attached. The Planning Board report is at: https://www.ormondbeach.org/Archive.aspx?AMID=75. If there are any questions, please have the individual contact me. Thank you

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Ken and Julie Sipes <cando2ormond@gmail.com>
Sent: Sunday, October 6, 2024 9:20 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Fwd: PMUD Amendment

[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 Steven, do you know which project this person is inquiring about?

---------- Forwarded message ----------
Date: Saturday, September 28, 2024
Subject: PMUD Amendment
To: cando2ormond@gmail.com

I wanted to see if you had any information on what they are planning on doing with the land on Tymber Creek north. They have signs up for PMUD meeting in October.

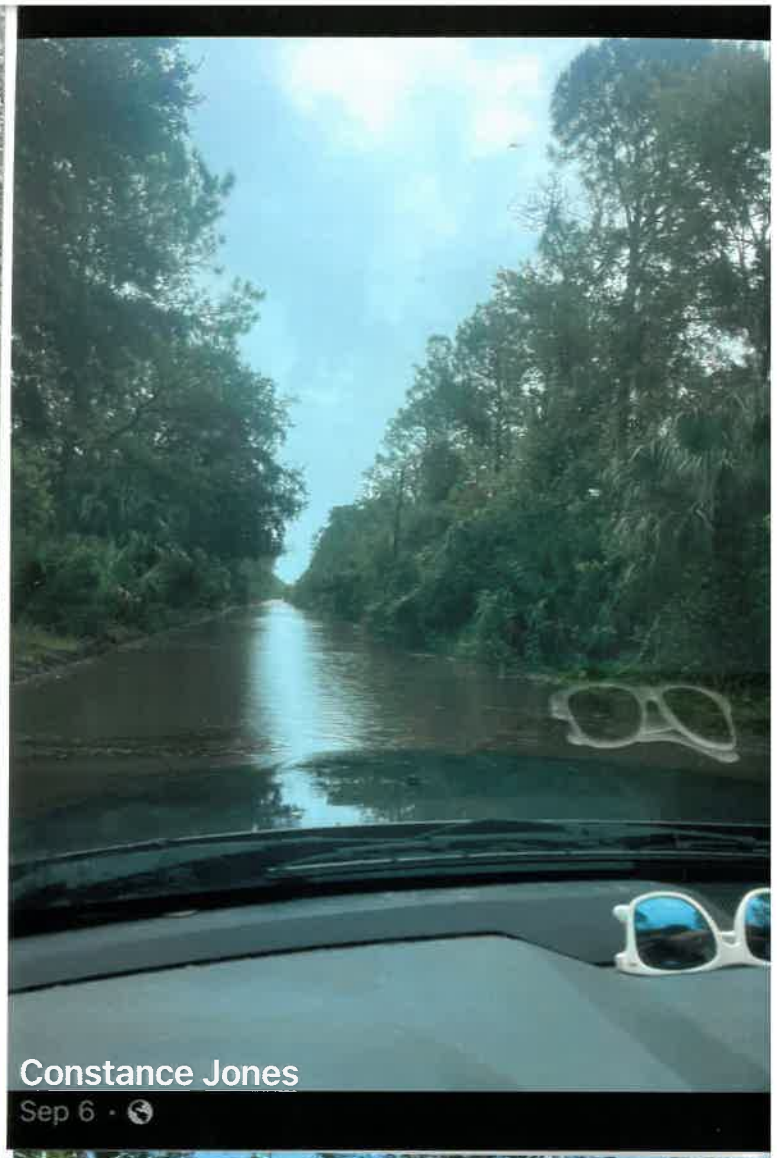
Thank you

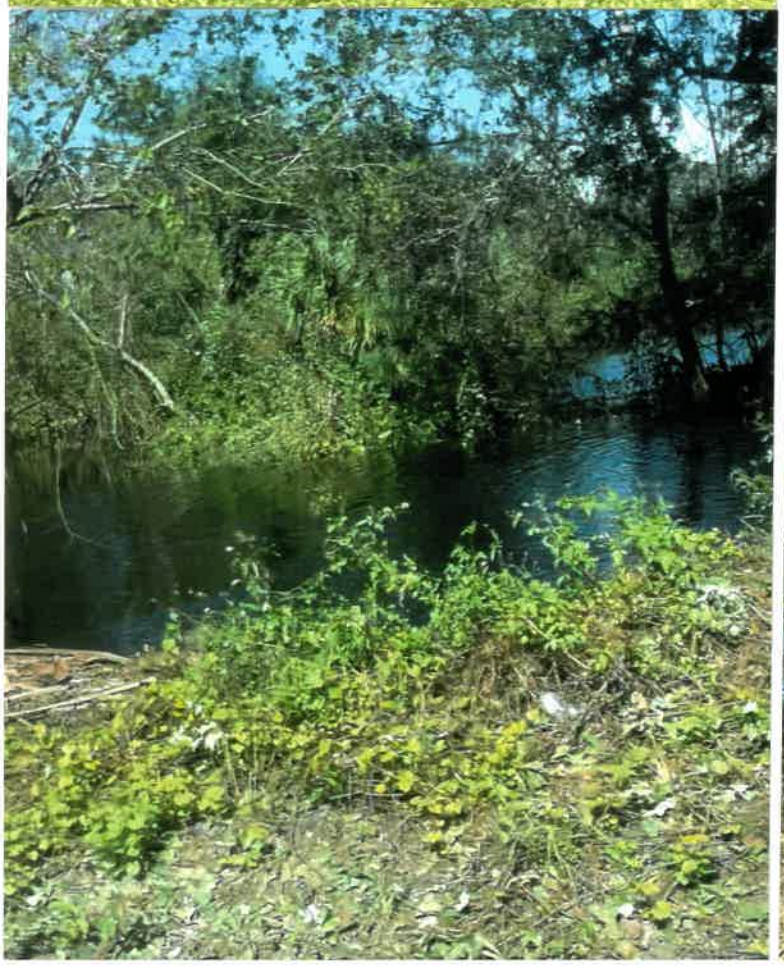
C.

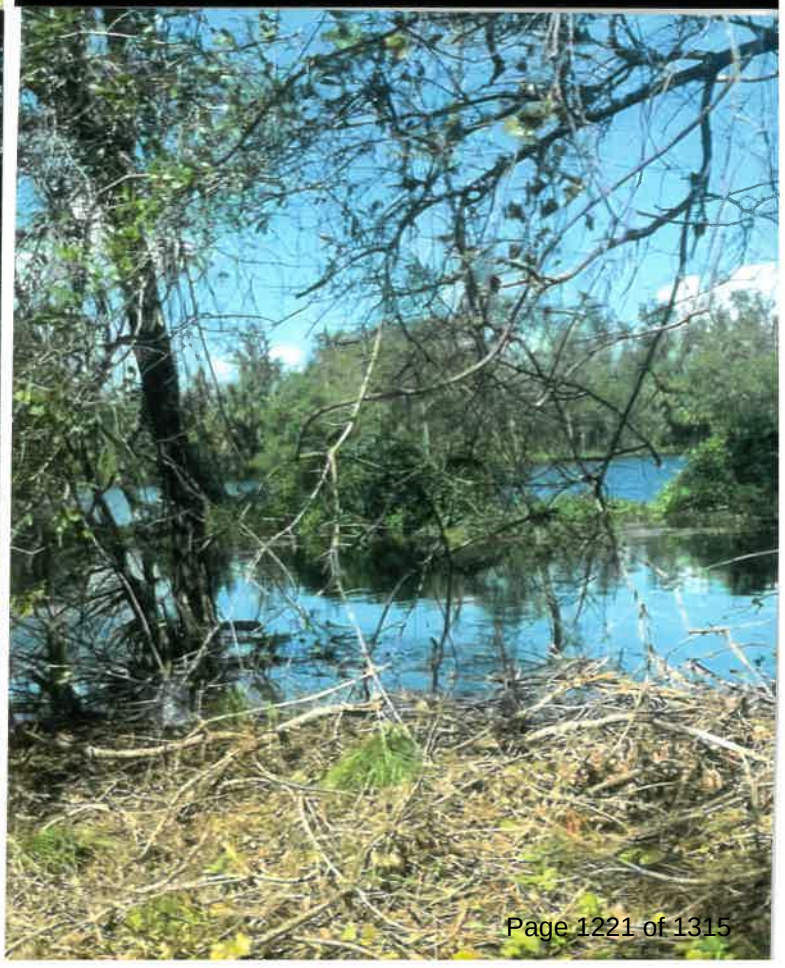
Yahoo Mail: Search, Organize, Conquer

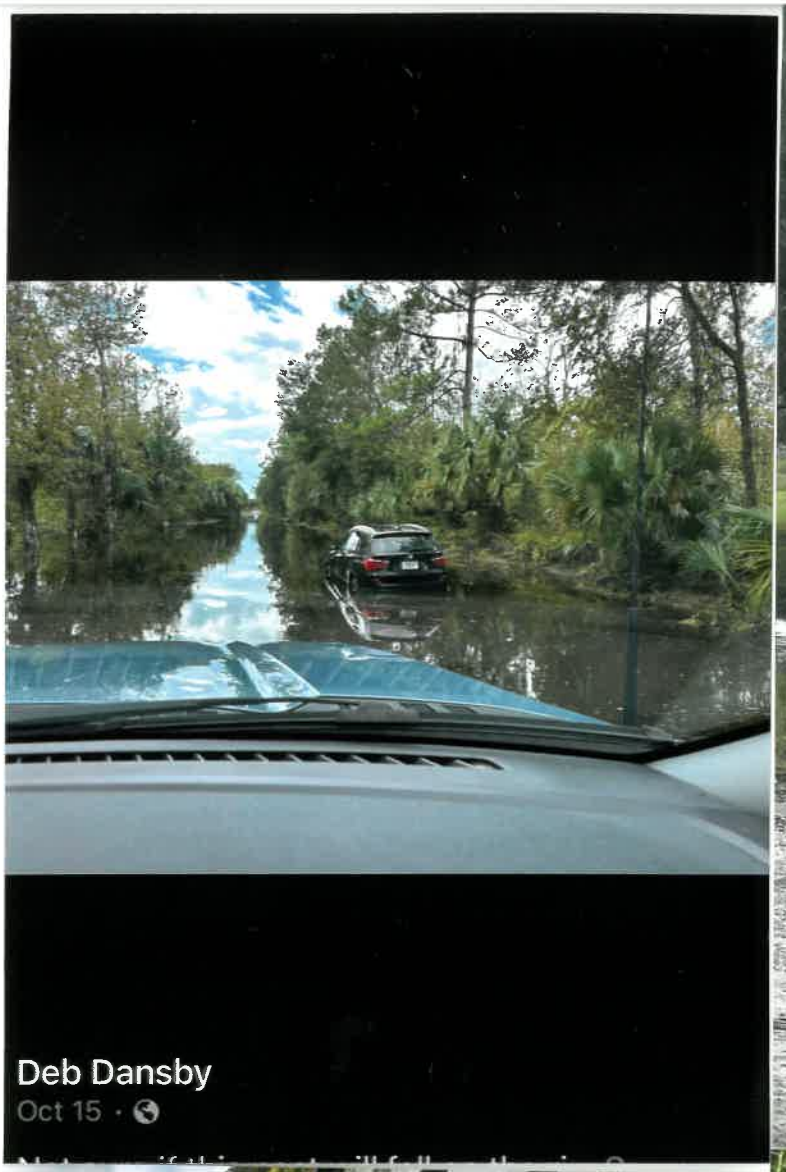
Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.




Constance Jones
Sep 6 ·






Deb Dansby
Oct 15 ·







POULOS & BENNETT

Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

November 26, 2024

Mr. Steven Spraker
Planning Director
City of Ormond Beach 22 South Beach Street Room 104
Ormond Beach, Florida 32174

Re: Ormond Crossings PMUD Planning Hearing Drainage Concerns

Dear Mr. Spraker,

On October 29, 2024 the Ormond Beach Planning Board held a Public Hearing to consider the application for a revision to the Ormond Crossings Planned Mixed Use Development (PMUD) including a text change to facilitate Single Family – Detached Dwelling Units as an allowed use within the Residential-High Density Land Use area as shown on the approved Land Use Plan and approve a revised residential conceptual site plan. During the hearing several of the residents living in the surrounding areas within the City of Ormond Beach and Flagler County voiced concerns over historic flooding in the immediate and surrounding area. The following information is provided in response to those concerns.

In 2006 the Ormond Crossings project went through the DRI review process with both the City of Ormond Beach and Flagler County. A Public Hearing was held in December 2006 with the Ormond Beach City Commission to consider the adoption of a Development Order for that portion of the project within the City limits. During that hearing concerns were raised by Marcus "Junior" Strickland (landowner to the Northwest) and his consultant regarding the Ormond Crossings drainage basin limits and the ultimate drainage design. Due to those concerns the City Commission required Tomoka Holdings to undertake a comprehensive drainage study for the entire drainage basin serving the project. The study was to identify the basin limits and provide a stormwater model for both the predevelopment and post development conditions.

Tomoka Holdings retained Singhofen & Associates (SAI) to provide the drainage study and stormwater modeling. The City and Flagler County retained Camp Dresser & McKee (CDM) to provide a peer review of the study. CDM's Drainage Study Review Memorandum is included as Attachment 1.

SAI's drainage study encompassed an area totaling 24 square miles and took over a year to complete. SAI obtained Light Detection and Ranging (LiDAR) topographic information for the entire study area. This topographic information was far more detailed than the information that was used in previous drainage studies for the area.

SAI's study was submitted for review in June 2008. CDM reviewed the study and provided final approval in Oct. 2008. The information in the study was incorporated into FEMA's most recent Flood Map revisions in 2011. The study was also used by the St. Johns River Water Management District (SJRWMD) during their review of the initial stormwater design for the first phase of the Ormond Crossings Business Park.

The SAI study provided stormwater modeling for a variety of storm events including the Mean Annual Storm, 25-Year/24-Hour Storm and 100-Year/24-Hour Storm. The model detailed the flood elevations and discharge rates for each storm event at all project drainage outfall locations. This information was provided for both the predevelopment condition and the post-development condition (after full development).

POULOS & BENNETT

Orlando Office
2602 E. Livingston Street
Orlando, Florida 32803

(407) 487-2594
www.poulosandbennett.com

Jacksonville Office
7563 Philips Hwy., Suite 303
Jacksonville, Florida 32256

An update to the SAI stormwater model for post-development conditions has been prepared by Poulos & Bennett (P&B) to reflect the updated residential conceptual site plan.

Review of this current stormwater model shows that the peak stage and stormwater peak flow rates for each project discharge locations (ID GB525 and GB675) are equal to or lower under the post development condition than for the existing predevelopment condition. This is due to the significant amount of storage volume (ponds) that is to be constructed during development.

Since Groover Branch discharges into the Tomoka River, the project will also be required to provide an additional 50% water quality treatment volume. This is due to the designation of Outstanding Florida Water for the Tomoka River. The additional treatment volume is one of the reasons for the amount of stormwater storage anticipated within the project.

The residents primary area of concern was the major outfall into Groover Branch located at its intersection with Durrance Lane (ID GB675).

The Stormwater Flow Rate at this point is 2,864 Cubic Feet per Second (CFS) in the existing pre-development condition versus 2,688 CFS under the post-development condition for the 100-Year/24-Hour storm event. This reduction is due to the aforementioned storage to be constructed within the Ormond Crossings project.

It is important to point out that the entire Ormond Crossings project will have to meet the rules and regulations of both the SJRWMD and the City's Land Development Code. The current regulations require that the project must demonstrate that the post development discharge rate does not exceed the pre-development discharge rate for both the Mean Annual and 25-Year/24-Hour storm event. The P&B study shows that the project meets those requirements but also meets it for the 100-Year/24-Hour storm. This is well beyond what is required and provides additional assurance that the project will not adversely affect the drainage pattern for the surrounding area.

In short, between the requirements of the agencies overseeing the design of the drainage system and the results of the latest P&B study, adequate protection is in place to assure the City that the Ormond Crossings drainage system will not contribute to increased flooding, but should provide for a reduction in flood stages.

If you should have any questions or need any additional information, please contact me at (407) 487-2594.

Sincerely,

Jeffrey M. Trimble, P.E.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-40

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED MASTER DEVELOPMENT PLAN FOR A PLANNED MIXED USE DEVELOPMENT LOCATED WEST AND SOUTH OF THE F.E.C. RAILROAD, EAST OF THE FLAGLER COUNTY BOUNDARY LINE, AND NORTH OF DURRANCE LANE AND HARMONY AVENUE KNOWN AS THE "ORMOND CROSSINGS"; AUTHORIZING AN AMENDMENT WITHIN TRACT 8 TO ALLOW SINGLE-FAMILY RESIDENTIAL USES WITH THE RESIDENTIAL HIGH DENSITY LAND USE AREA, AND TO UPDATE THE CONCEPTUAL MASTER PLAN FOR THE RESIDENTIAL LAND AREA; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. **A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.**

   This is a request from Jamie Poulos, Poulos & Bennett, LLC, with authorization of the property owner, Ormond Crossings West LLC, for the first amendment of the Ormond Crossings, Planned Mixed Use Development (PMUD) Development Order. The PMUD was approved with Ordinance 2013-50 and established zoning standards for the Ormond Crossings project. The amendment seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. The Ormond Crossings PMUD is approximately 2,924 acres, located west and south of the F.E.C. railroad, east of the Flagler County boundary line, and north of Durrance Lane and Harmony Avenue.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:**

   a. **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;**

      None. This is an amendment that seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development.

   b. **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and**

      None. This is an amendment that seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. There are no charges or fees proposed.

   c. **An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

      None. This is an amendment that seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

None. This is an amendment that seeks to (1) allow single-family homes within Tract 8, identified as Residential High Density, and (2) update the overall conceptual master plan for the residential portion of the Ormond Crossings development.

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

December 3, 2024 - City Commission

Number: 9.F

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-216
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	67 West Granada Blvd, Florida Blooms Mural		
Summary:	This is a request by Thays Franca and Teri Althouse, Art Spotlight Gallery (tenant) on behalf of the property owner, Wivigeco, LLC, for a Mural Application to allow for a mural to be painted on the north, south, east, and west building facades located at 67 West Granada Boulevard. The request would allow the execution of a mural ownership agreement between the City, Thays Franca and Teri Althouse (tenant), Wivigeco, LLC (building owner), and Thays Franca and Teri Althouse (artist). There are no other site or building improvements proposed. Section 3-72 of the Land Development Code provides regulations on original artwork murals and establishes a permitting process. One key criteria, specifically, 3-72(f)(2)(h) of the Land Development Code states, “The mural must be located on only one facade of a building. The mural may not be placed on the primary facade of the structure." Exceptions from subsection (f)(2)h of the Land Development Code can be applied for, reviewed by the Ormond Beach Arts District Board, and approved by City Commission, when the nature of the business is creative, artistic, or some other special circumstance is presented. The Ormond Beach Arts District Board reviewed the mural application at the October 16, 2024 meeting and unanimously (9-0) recommended approval. The recommendation specifically included a recommendation to allow the mural to be on all sides of the building.		
Financial Impact:	None		

Citizen Impact:	The proposed mural will enhance the overall attractiveness of the Downtown Overlay District and no negative citizen impact is expected.
Recommended Action (Staff, Advisory Board and/or Other):	The Ormond Beach Arts District Board recommended approval to the City Commission with an 9-0 vote for the original artwork mural on each building façade at 67 West Granada Boulevard.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-216 67 West Granada Blvd - Mural (P24-0214G) 2. 11.19.2024, Mural Agreement, V2 3. 10.16.2024 67 WGB Art Spotlight Mural OBADB Staff Report 4. 10.16.2024, DRAFT OBADB minutes, 67 WGB - Mural
Approval:	Kelly McGuire, Finance Director 11/21/2024 Claire Whitley/Shawn Finley, Assistant City Manager 11/22/2024 Joyce Shanahan, City Manager 11/22/2024

RESOLUTION NO. 2024-216

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MURAL OWNERSHIP AGREEMENT TO ALLOW A MURAL TO BE INSTALLED ON THE NORTH, SOUTH, EAST, AND WEST FACING WALLS OF THE BUILDING LOCATED AT 67 WEST GRANADA BOULEVARD BETWEEN THE CITY OF ORMOND BEACH; ANTHONY GUIDICE, WIVIGECO, LLC, (BUILDING OWNER); AND TERI ALTHOUSE AND THAYS FRANCA, (ARTISTS); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Ordinance 2019-09 establishing requirements for original murals to promote the general welfare of the community and to protect the aesthetic character of the City without regulating content; and

WHEREAS, the purpose of the mural program is to create cultural identity, preserve history, promote economic development, focus revitalization efforts, address blight, promote diversity, encourage and foster community engagement, develop an appreciation of art, and contribute to long-term community planning; 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, in accordance with Chapter 3, Article VI, Section 3-72(b) of the *Land Development Code*, the real property located at 67 West Granada Boulevard where the mural is to be

installed is located within the Downtown Overlay District and is eligible to apply for a mural permit; and

WHEREAS, the said application is in compliance, with the provisions of the City of Ormond Beach *Land Development Code* ("the *Land Development Code*") and the general laws of Florida, and

WHEREAS, the Ormond Beach Arts District Board held a public hearing on October 16, 2024, regarding this matter as required by Chapter 3, Article VI, Section 3-72 of the *Land Development Code*, and

WHEREAS, the applicant has requested an exception to Chapter 3, Article VI, Section 3-72(f)(2)(h) of the *Land Development Code* to allow for the mural to be on more than one building facade and the Ormond Beach Arts District Board has recommended approval to this exception, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the recommendations of the Ormond Beach Arts District Board;

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The mural permit application was submitted to the Planning Department for review and was deemed complete which includes the following;

(a) Site Plan;

(b) Completed Sketch of the Proposed Mural;

(c) Description of Proposed Materials and Colors;

(d) Detailed Maintenance/Conservation Plan;

(e) Artist's Resume, Portfolio and References;

(f) Owner's Application;

(g) Lessee's Application;

(h) Mural Ownership Agreement; and

(i) Waiver of Rights Pursuant to Visual Artists Rights Act.

(2) The Ormond Beach Arts District Board has recommended approval of the proposed mural based upon the review criteria per Chapter 3, Article VI, Section 3-72(f)(2) of the *Land Development Code* as follows:

(a) The mural is durable, permanent and easily protected from vandalism and weathering.

(b) The mural does not have any unsafe features or conditions that may affect public safety.

(c) The mural does not disrupt traffic nor create any unsafe conditions or distractions to motorists or pedestrians.

(d) The mural surface is prepared with an outdoor primer to ensure good adhesion for the artwork.

(e) Clear, anti-graffiti coating is to be applied over the completed artwork.

(f) The mural does not extend more than six inches from the plane of the wall to which it is attached.

(g) The mural will enhance the aesthetic beauty of the area of its proposed location.

(h) The mural is located on all facades of the building. The mural has sought an exception, as allowed in the Land Development Code, to allow the mural to be located on all facades of the structure. The exception been reviewed

by the Ormond Beach Arts District Board, and approved by the City Commission.

(i) The mural is compatible with the character of the surrounding area (particularly when near residential areas) in terms of its size, style, colors, materials, general appearance, and location.

(j) Any licensed, copyrighted, or trademarked characters or likenesses used on the mural has permission from the holder or owner of the license, Copyright or trademark.

(k) There are no outstanding code enforcement violations charged by the City on the property where the mural is to be located.

(3) The mural is located on four (4) facades of the building and has sought an exception which has been reviewed and recommended for approval by the Ormond Beach Arts District Board, when the nature of the business is creative, artistic or some other special circumstance has been presented based upon Chapter 3, Article VI, Section 3-72(f)(2)(h) of the *Land Development Code*. The City Commission grants the allowance for the mural to be on four (4) building facades and on the primary facade.

(4) The mural does not violate federal, state or local law;

now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Mural Ownership Agreement with Anthony Guidice, Wivigeco, LLC

(Building Owner), and Teri Althouse and Thays Franca, (Artists), for the installation of a mural located on the north, south, east, and west facing walls at 67 West Granada Boulevard, within the Downtown Overlay District.

SECTION THREE. A commercial paint permit is required to paint the murals on each facade at 67 West Granada Boulevard.

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

APPROVED AND AUTHENTICATED this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Exhibit A
Consisting of 11 pages

SECTION 5
Mural Ownership Agreement

This Agreement is made this ___ day of _____, 20___, between **Thays Franca and Teri Althouse** **("Artist"),** the City of Ormond Beach, Florida **("City")** and **WIVIGECO, LLC** **("Building Owner")** for the purpose of stipulating ownership and responsibility for all details pertaining to the installation of a mural in the Ormond Beach Downtown Mural Program. (Section 3-72, *Land Development Code*).

Artist is the creator of a mural painting currently titled: **Florida Blooms**

Building Owner is the owner of the building on which the mural will be exhibited. The Building Owner will be responsible for surface preparation on the building for painting prior to the creation of the mural as well as preserving and maintaining the mural for the period set out below. Failure to maintain the art piece may require the owner of the wall on which the mural is located to remove it, either upon notice by the city or upon order by the Special Magistrate.

Location of Mural: **67 West Granada Boulevard**

LICENSING: Artist warrants and represents that the mural painting and rendering(s) assigned by this Agreement have never been published or copied and that Artist is the sole owner of all rights herein, including and not limited to, the right to prevent the making and dissemination of copies, and the right to obtain statutory copyright extending to the Artist the exclusive right to manufacture and sell copies for a fully statutory term and renewal thereof.

TERM: Building Owner hereby agrees to the mural painting being maintained in place for a minimum of two (2) years from the date of the mural completion. The owner retains the right to remove the mural or repaint the wall after this period of time.

EACH PARTY HEREBY CONSENTS TO VENUE OF VOLUSIA COUNTY AND THE IDDLE DISTRICT OF FLORIDA.

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Understanding in Ormond Beach, Florida, the day and year first written above.

ARTIST (initial each line and sign below):

TF TA I verify that the mural submitted is an original work of art and has not been previously used or seen.

TA I verify that the mural will be painted/installed by me, or under my supervision if done as a community mural.

TF TA I understand that the finished mural must match the submitted mural rendering/proposal. If the completed mural does not match the approved mural attached to the mural permit, I understand and agree that the CITY may require the removal of the completed mural.

TF TA I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code ("Mural Code").

F TA I have read this Agreement and Memorandum of Understanding and understand the process and my responsibilities.

F TA I have signed the attached waiver of VARA rights.

TA I may be compensated for the completion of the mural; however, I understand and agree that I may not receive compensation for the right to display the mural on the property.

TF TA I understand and agree that I will have the right to use an image of the mural as part of my artist portfolio, but I will not have the right to recreate the mural anywhere else.

TF TA I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

TF TA I understand that the property owner shall own the completed mural, and as such is responsible for maintaining the condition of the mural in accordance with the Mural Code.

TF
TA I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City and/or building owner to remove the mural, with ninety (90) days' notice being provided to me, if the mural is not maintained in accordance with the requirements of the Mural Code or if it becomes a safety hazard.

ARTISTS:

Artist signature | **Witness signature**

Thays Franca | Dorian Burt
Artist print name | **Witness print name**

Artist signature | **Witness signature**

Teri Althouse | Nancy R. Lohman
Artist print name | **Witness print name**

Date: 11/19/2024

BUILDING OWNER (initial each line and sign below):

AG I am the property owner of the subject property.

AG All statements in this Agreement are true and correct.

AG I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code ("Mural Code").

AG A copy of the proposed mural is attached.

AG The property owner and business owner agree to allow the approved mural on the subject building.

AG Prior to painting of the mural, the property owner must obtain a mural permit from the City.

AG The completed mural must match the approved rendering attached to the permit or the mural will fail final inspection. Painting a mural different than the approved mural design is a violation of the City Code which may result in the assessment of fines and the imposition of a lien against the subject property and all property in Volusia County owned by the property owner.

AG I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

AG I understand that I will be responsible for maintaining the condition of the mural in accordance with the Mural Code.

AG I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City to cause the removal of the mural if it is not maintained in accordance with the requirements of the Mural Code.

BUILDING OWNER:

AG
Building Owner signature

Witness signature

ANTHONY GUIDICE
Building Owner print name

DORIAN BURT
Witness print name

Date: 11-18-24

CITY OF ORMOND BEACH, FLORIDA

By: _____
JASON LESLIE
Mayor

Date: _____

Attest: _____
JOYCE SHANAHAN
City Manager

Date: _____

SECTION 6
Waiver of Rights Pursuant to the Visual Artists Rights Act

I, Thays Franca & Teri Althouse, have prepared designs for the following art work:

(Specifically identify the work)

Painting of black eyed Susans, Magnolias, and Plumerias.

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

Thays Franca Teri Althouse Sep. 25. 24

Artist Print Name Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of September 2024 by Thays Franca & Teri Althouse, as artist, who (_) provided _____ as identification, or (✓) who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida
Tana Burd
My Commission HH 353480
Expires 2/8/2027


12'
6'
67
ART GALLERY
SPOTLIGHT
OPEN
CREATE
COLLABORATE
ELEVATE
PAINT AREA

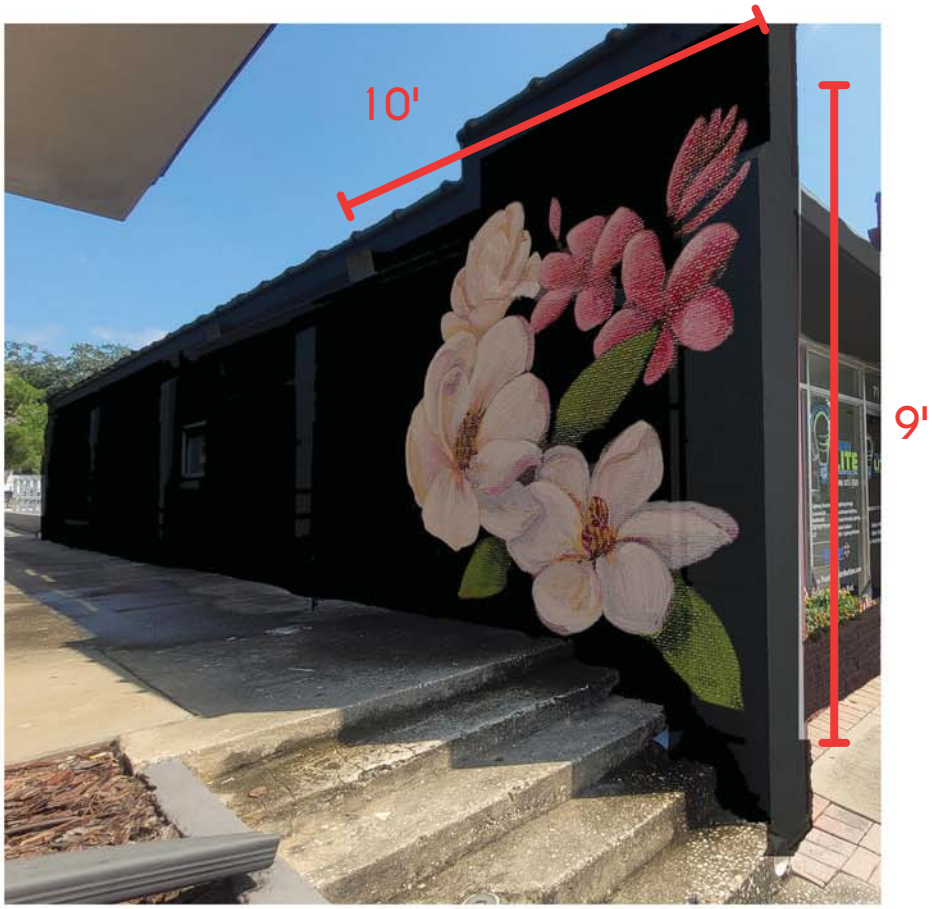
Front


67
ART GALLERY
SPOTLIGHT
OPEN
CREATE
COLLABORATE
ELEVATE



East Side





West Side



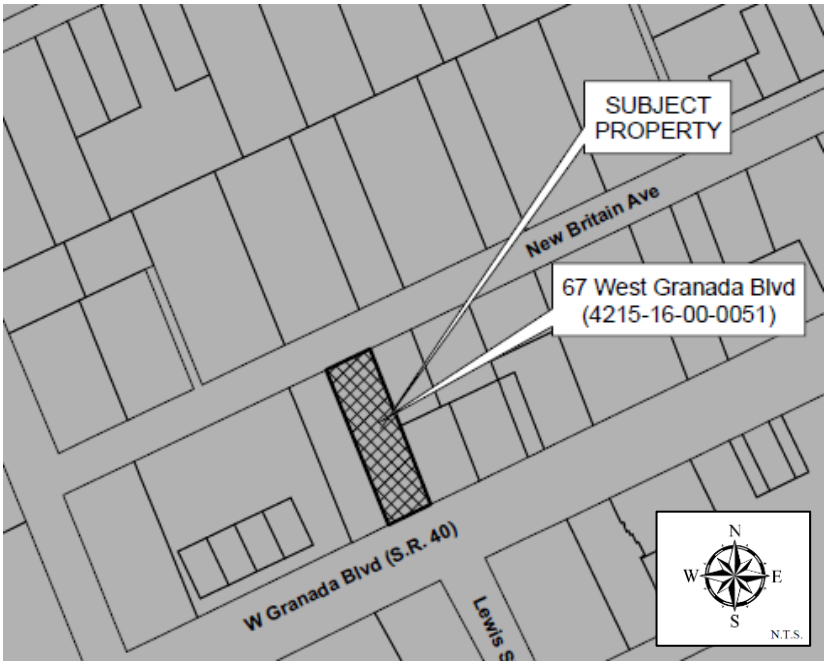


Back



ORMOND BEACH ARTS DISTRICT BOARD STAFF REPORT

67 West Granada Blvd., Mural Application
Project Number: PZ-2024-103

ORMOND BEACH ART DISTRICT BOARD DATE:	October 16, 2024
TENTATIVE CITY COMMISSION DATE:	December 3, 2024 (only one hearing)
APPLICANT:	Thays Franca and Teri Althouse, Art Spotlight Gallery, on behalf of the property owner, Wivigeco, LLC.
LOCATION:	67 West Granada Boulevard
REQUEST:	Mural application for four building facades located at 67 West Granada Boulevard.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request by Thays Franca and Teri Althouse, Art Spotlight Gallery (tenant) on behalf of the property owner, Wivigeco, LLC, for a Mural Application to allow for a mural to be painted on the north, south, east, and west building facades located at 67 West Granada Boulevard. The request would allow the execution of a mural ownership agreement between the City, Thays Franca and Teri Althouse (tenant), Wivigeco, LLC (building owner), and Thays Franca and Teri Althouse (artist). There are no other site or building improvements proposed.

SECTION 2, BACKGROUND:

The Downtown Mural Program, established per Ordinance 2019-09, was approved on April 2, 2019, by the City Commission in coordination with the Ormond Beach Arts District Board to bring murals to the downtown area. The purpose of the mural program is to create cultural identity, preserve history, promote economic development, focus revitalization efforts, address blight, promote diversity, encourage and foster community engagement, develop an appreciation of art, and contribute to long-term community planning.

Section 3-72 of the Land Development Code was amended to provide regulations on original artwork murals and establish a permit process. Application submittal requirements are:

1. Site Plan;
2. Completed Sketch of the Proposed Mural;
3. Description of Proposed Materials and Colors;
4. Detailed Maintenance/Conservation Plan;
5. Artist’s Resume, Portfolio and References;
6. Owner’s Application;
7. Lessee’s Application;
8. Mural Ownership Agreement; and
9. Waiver of Rights Pursuant to Visual Artists Rights Act.

EXHIBITS 1, 2, 3 and 4 below are the proposed sketches of the murals. The applicant has submitted a full application and is listed as Attachment 2 at the end of the staff report for review.

EXHIBIT 1: Proposed Mural Sketch – North Facade



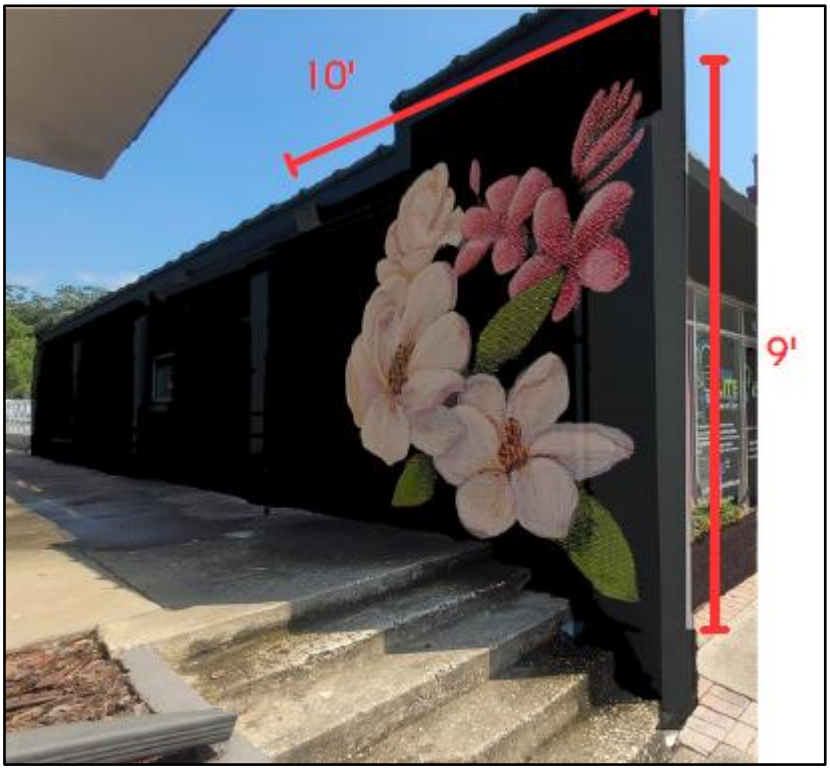
EXHIBIT 2: Proposed Mural Sketch – South Facade



EXHIBIT 3: Proposed Mural Sketch – East Facade



EXHIBIT 4: Proposed Mural Sketch – West Facade



SECTION 3, ANALYSIS:

Section 3-72(f)(2) of the Land Development Code established the following review criteria for the Ormond Beach Arts District Board and the City Commission as follows:

a. The mural must be durable, permanent, and easily protected from vandalism and weathering; consideration shall be given to the structural and surface integrity and stability of the building facade, the permanence and durability of the mural, and the mural's resistance to weathering, theft, and vandalism.

The applicant has stated in the application that the mural will be painted with high quality exterior grade paint and will be coated with a Master Clear Supreme UV coat. The applicant stated this painting combination will keep the mural vibrant for 5-10 years and the artists will touch up or re-apply the UV protection coat as needed in order to keep the mural looking bright and intact.

b. The mural must not have any unsafe features or conditions that may affect public safety.

The proposed mural will not have any unsafe features or conditions that would affect public safety.

c. The mural must not disrupt traffic nor create any unsafe conditions or distractions to motorists or pedestrians.

The proposed mural is comprised of earth tone colors and will blend naturally to the surrounding vegetation. The mural will not disrupt traffic nor create any unsafe conditions or distractions to motorists or pedestrians.

d. The mural surface must be prepared with an outdoor primer to ensure good adhesion for the artwork.

The applicant has provided documentation that this criterion will be met. The application contains a detailed description of the proposed materials and colors including a detailed maintenance and conservation plan.

e. Clear, anti-graffiti coating must be applied over the completed artwork.

The applicant has stated in the application that the mural will be painted with high quality exterior grade paint and will be coated with Master Clear Supreme UV coat. The artist is available for any touchups or maintenance that may be needed.

f. The mural must not extend more than six inches from the plane of the wall to which it is attached.

The proposed mural will be directly on the wall and not extend more than six inches from the plane of the wall.

g. The mural should enhance the aesthetic beauty of the area of its proposed location.

The proposed mural is comprised of earth tone colors and will blend naturally to the surrounding vegetation. The mural is expected to enhance the aesthetic beauty of the area. The applicant has provided a completed sketch of the four proposed murals in the application at the end of the staff report.

h. The mural must be located on only one facade of a building. The mural may not be placed on the primary facade of the structure. Exceptions from this subsection (f)(2)h can be applied for, reviewed by the Ormond Beach Arts District Board, and approved by City Commission, when the nature of the business is creative, artistic, or some other special circumstance is presented.

The applicants have proposed the mural on four building facades, including the primary facade, and are formally requesting an exception to Section 3-72(f)(2)(h) as outlined in their application. Staff agrees that the proposed mural is creative and artistic and would be eligible for receiving an exception to this Land Development Code standard.

i. The mural must be compatible with the character of the surrounding area (particularly when near residential areas) in terms of its size, style, colors, materials, general appearance, and location.

The proposed mural will be compatible with the character of the surrounding area in terms of its size, style, colors, materials, general appearance, and location. The property is located in the Downtown Overlay District and the purpose of the Downtown Mural Program is to encourage and promote mural projects within the downtown area.

j. Any licensed, copyrighted, or trademarked characters or likenesses used on murals must have permission from the holder or owner of the license, copyright, or trademark.

The proposed mural is not a licensed, copyrighted, or trademarked character, and this criterion is not applicable.

k. No approval shall be issued for mural installation if there are outstanding code enforcement violations charged by the City on the property where the mural is to be located. Outstanding debts to the City must be paid in full prior to issuance of the mural permit.

Planning staff confirmed with Neighborhood Improvement Division that there are no outstanding code enforcement violations on the subject property. This criterion is satisfied.

SECTION 4, RECOMMENDATION:

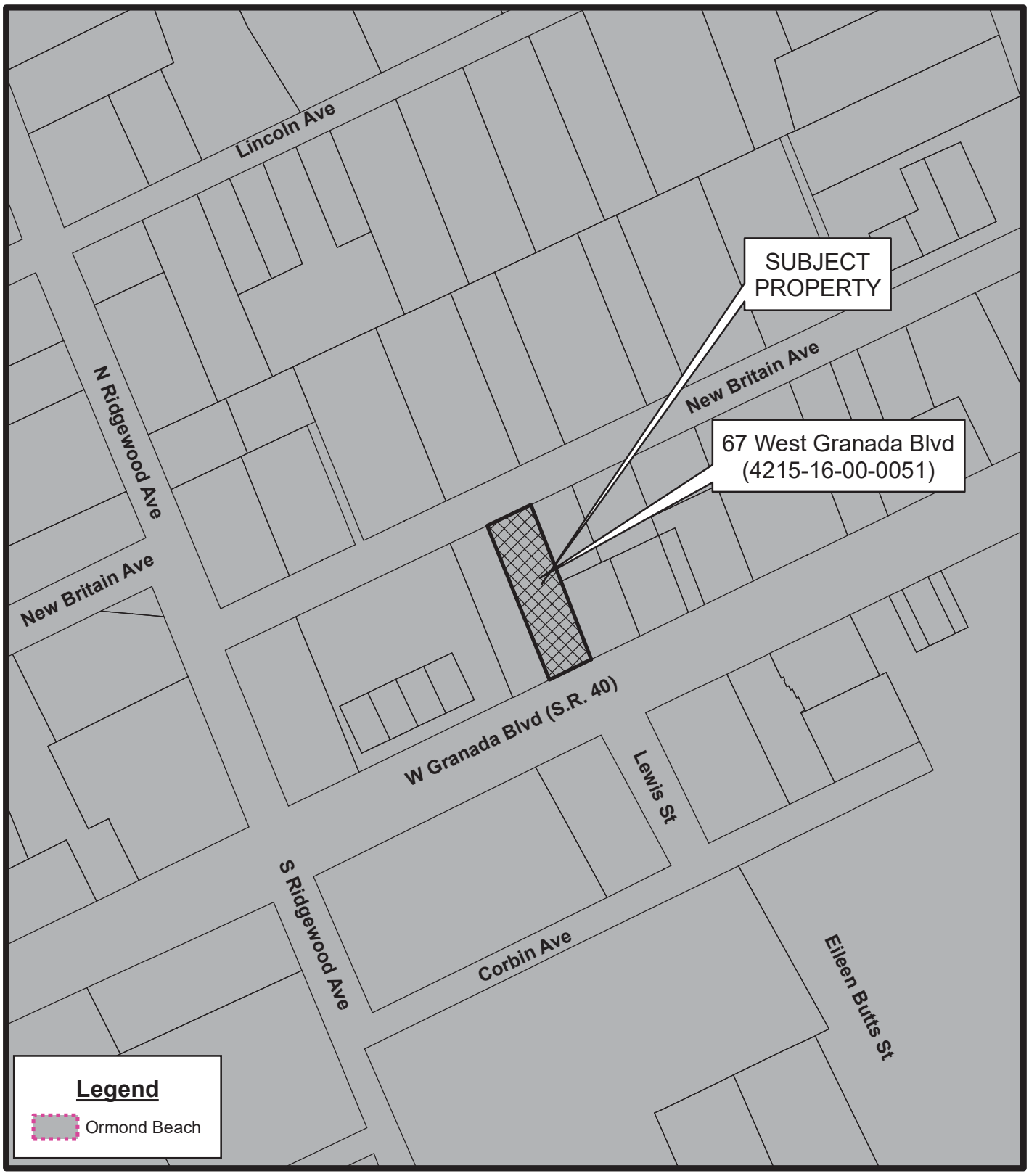
It is expected that the application will be reviewed by the City Commission on December 3, 2024. It is recommended that the Ormond Beach Arts District Board **APPROVE** the mural application for the property at 67 West Granada Boulevard, and allow for the execution of a mural ownership agreement between the City, Thays Franca and Teri Althouse (tenants), Wivigeco, LLC (building owner), and Thays Franca and Teri Althouse (artists).

Attachments:

Attachment 1: Site maps
Attachment 2: Applicant submitted information

Attachment 1:

Site maps



LOCATION MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 30, 2024

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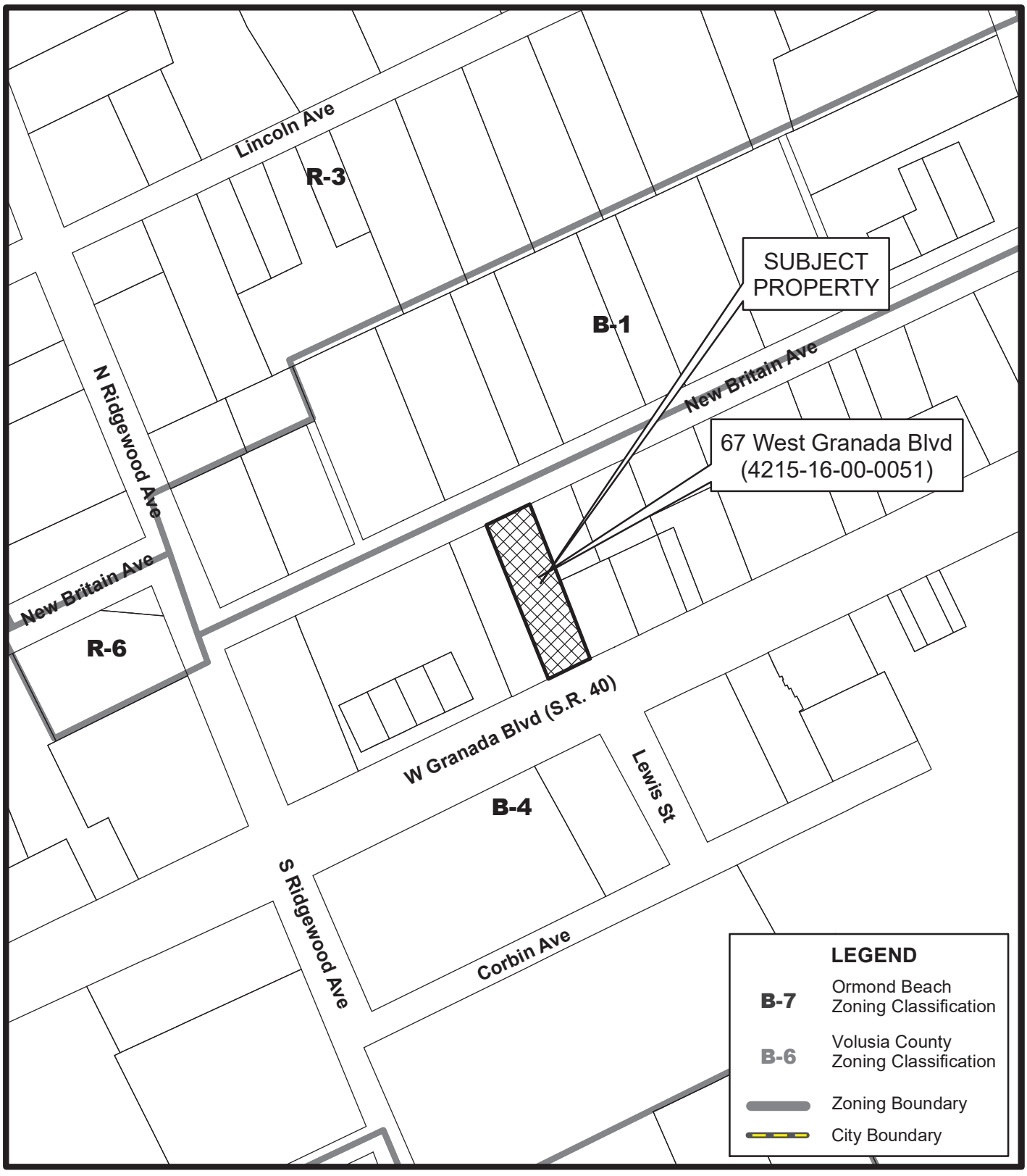
S

N.T.S.



ZONING MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 30, 2024

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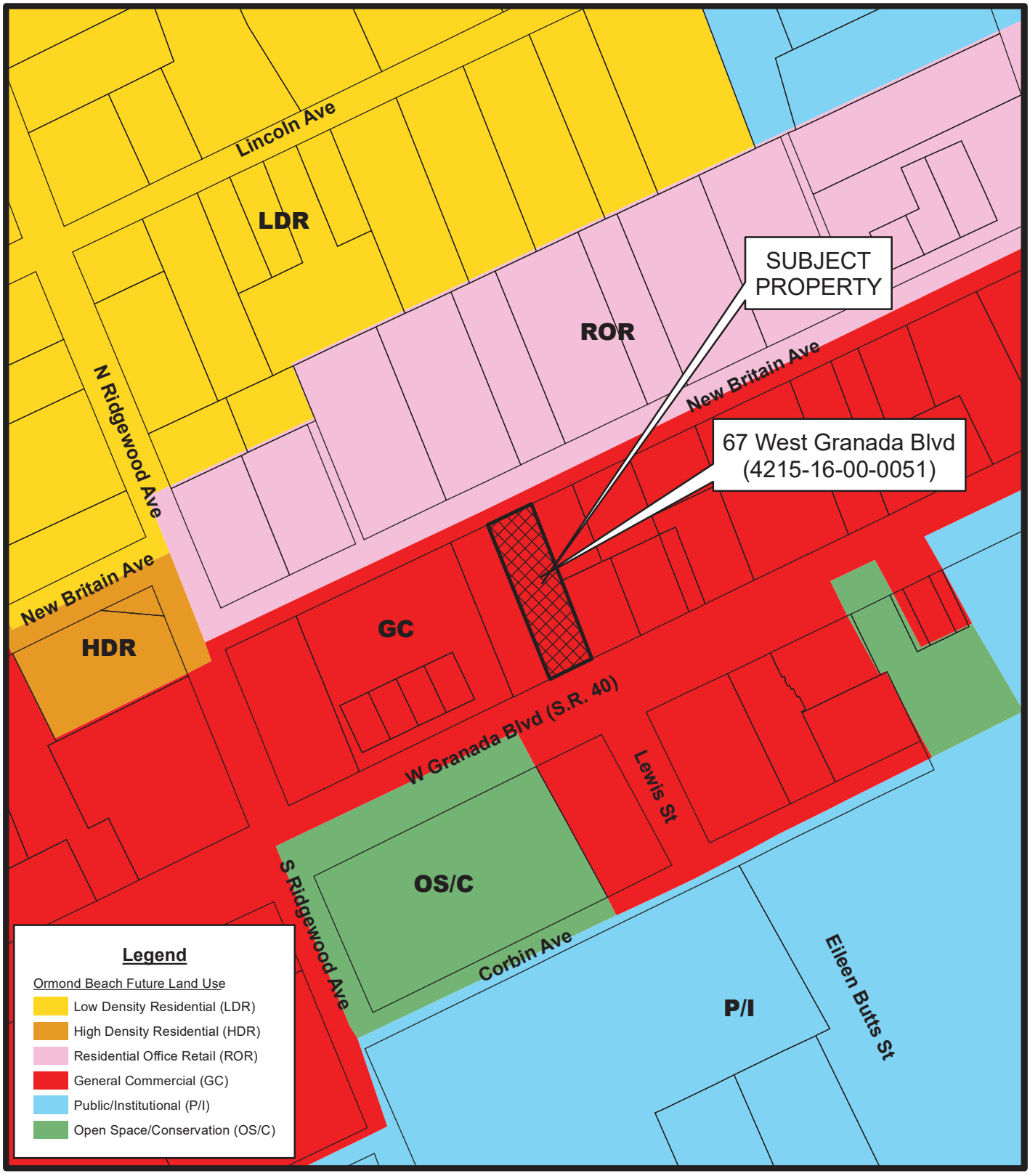

FUTURE LAND USE MAP
67 WEST GRANADA BLVD
(4215-16-00-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 30, 2024

N
W E
S

N.T.S.

Attachment 2:

Applicant submitted information

City of Ormond Beach

Mural Permit Application Package

SECTION 1: Mural Program Overview

SECTION 2: Application for Mural Project

SECTION 3: Mural Project Building Owner Application

SECTION 4: Mural Project Lessee Application

SECTION 5: Mural Ownership Agreement (MOU)

SECTION 6: Waiver of Rights Pursuant to Visual Artists Rights Act

City of Ormond Beach Planning Department
22 S. Beach Street, Room 104
Ormond Beach FL, 32174
386-676-3238
www.ormondbeach.org

SECTION 1
City of Ormond Beach
Mural Program Overview

The Mural Program was approved on April 2, 2019 by the City Commission in coordination with the Ormond Beach Arts District, Inc to bring murals to the downtown area. Below is an overview of the Mural program:

WHO MAY PARTICIPATE?

Anyone who owns a building in the Ormond Beach Downtown Overlay District, or any merchant within that area with permission from the building owner to paint the building may commission a mural. The Ormond Beach Downtown Overlay District includes the length of Granada Blvd from A1A to Orchard Street. The District extends east/west from Tomoka Avenue to Lincoln Avenue.

A MURAL IS NOT A SIGN.

Mural designs may not include the following elements:

- Words, numbers or lettering; and
- Symbols.

Murals must be appropriate to the neighborhood setting.

WHO SUPERVISES THE MURAL PROGRAM?

The City Planning Department accepts applications from building owners/merchants and the Ormond Beach Arts District Mural Committee supervises the entire process from start to finish. The Mural Committee will:

- Put out a call for artists, if requested by applicant.
- Screen each mural artist.
- Work with the building owner or retail merchant to obtain all required approvals and permits from the City of Ormond Beach.
- Work with and assist the artist in planning and finalizing the mural design, including securing any volunteers needed to assist with the mural execution.
- Promote the mural during and after completion and provide signage for all murals.

WHAT IS REQUIRED OF THE BUILDING OWNER/RETAIL MERCHANT?

- Contract with the artist and pay his/her fee.
- Complete any required City permitting.
- Appear before the Ormond Beach Arts District Mural Committee and the City Commission in support of the mural application.
- Finalize a contract between owner/merchant, City of Ormond Beach and Artist.

- Post permits prior to starting mural work.
- Notify Ormond Beach Arts District and City of Ormond Beach Planning staff when work is completed.
- Maintain the artwork for a minimum of two years while it remains on site.
- Failure to maintain the art piece will require the owner to remove it either upon notice by the City or upon order by the Special Magistrate.

ARTIST SELECTION

Artists in the Muralists Registry are selected with four criteria in mind:

- **Appropriateness:** Artists are selected based on the appropriateness of their proposal to the project.
- **Professionalism:** Does the artist have a history of professional mural work?
- **Communication:** The artist must have the ability to clearly communicate concepts both visually and through clearly written materials.
- **Performance:** Does the artist have a good professional history of being able to work cooperatively and finish projects on time?

Owners may supply their own artists for projects, but all artists must meet these criteria. The Ormond Beach Arts District will do its best to connect owners who wish to have a mural on their property with appropriate professional artists. To access the artists in the Muralists Registry, please contact Julia Truilo, julia@ormondmainstreet.com, 386-492-2938.

All artists must submit a portfolio of past work for Mural Committee review, as well as their sketches for proposed murals.

PROCESS STEPS:

1. Application packet submitted to City of Ormond Beach Planning Department.
2. Ormond Beach Arts District Mural Committee reviews application.
3. Final proposal for mural presented to Ormond Beach Arts District Mural Committee.
4. Based on Mural Committee approval, the project will be finalized and forwarded to the City Commission for review.
5. Payment of advertising fees associated with the public meetings required by the mural ordinance.
6. Mural work begins.

For further Contact:

Sarah Cushing, Senior Planner
(386) 676-3345
Sarah.Cushing@ormondbeach.org
CITY OF ORMOND BEACH
22 South Beach Street
Ormond Beach, FL 32174

Julia Truilo
386/492-2938
julia@ormondmainstreet.com
ORMOND BEACH ARTS DISTRICT
44 W. Granada Blvd.
Ormond Beach, FL 32174

SECTION 2
City of Ormond Beach
Application for Mural Project

PROJECT LOCATION:

Address:
67 W Granada Blvd

Parcel ID:
42151600051

APPLICANT/OWNER INFORMATION:

Thays Franca & Teri Althouse	
Applicant Name/Title	Owner Name/Title
Art Spotlight LLC	Wivigeco, LLC
Company	Company
67 W Granada	460 Walker St.
Street Address	Street Address
Ormond Beach, FL 32174	Holly Hill, Fl 32117
City / State / Zip	City / State / Zip
(386) 255-6656	(386) 295-4610
Telephone	Telephone
info@art-spotlight.com	gemdori@aol.com
Email	Email

PROJECT TITLE: Art Spotlight Gallery Mural

PROJECT DESCRIPTION: 67 W Granada Blvd all around flower mural

Estimated Start Date: December 2024

Estimated Completion Date: February 2024

ARTIST INFORMATION:

Name: Thays Franca & Teri Althouse

Business Name (if different) Art Spotlight LLC

Address: 67 W Granada Blvd

Telephone: (386)255-6656

Email: info@art-spotlight.com

PLEASE SUBMIT THE FOLLOWING MATERIALS AS PART OF YOUR APPLICATION:

☑ **1. Site Plan** – Indicating the placement of the proposed mural at the site, including measurements and a photo of the existing structure.

☑ **2. Completed Sketch of Proposed Mural** – Must include dimensions, all thematic proposals, and colors and as much detail as possible. A finished version of the design must be presented during the design review process.

☑ **3. Description of Proposed Materials and Colors** – Including any manufacturer's specifications. Actual colors and materials must be presented during the design review process.

☑ **4. Detailed Maintenance/Conservation Plan** – Describe required maintenance, including frequency of maintenance and projected costs. Indicate material to be used for final protective coating.

☑ **5. Artist's Resume, Portfolio and References** – or a link to available online materials.

☑ **6. Owner's Application.**

☑ **7. Lessee's Application** – if applicable.

☑ **8. Mural Ownership Agreement**.

☑ **9. Waiver of Rights Pursuant to Visual Artists Rights Act**.

All materials should be submitted to: City of Ormond Beach, Planning Department, 22 South Beach Street, Room 104, Ormond Beach, FL 32174.

When the City has received all the above materials, the review committee may request additional materials prior to scheduling a final committee review.



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2175-10 2018-10 2018-40 2018-50

2000-10 2076-10 2076-30 2076-40 2076-50

Brilliant White 2152-50 2158-30 2074-40 2069-40

2035-10 2028.20


12'
6'
67
ART GALLERY
SPOTLIGHT
OPEN
CREATE
COLLABORATE
ELEVATE
PAINT AREA

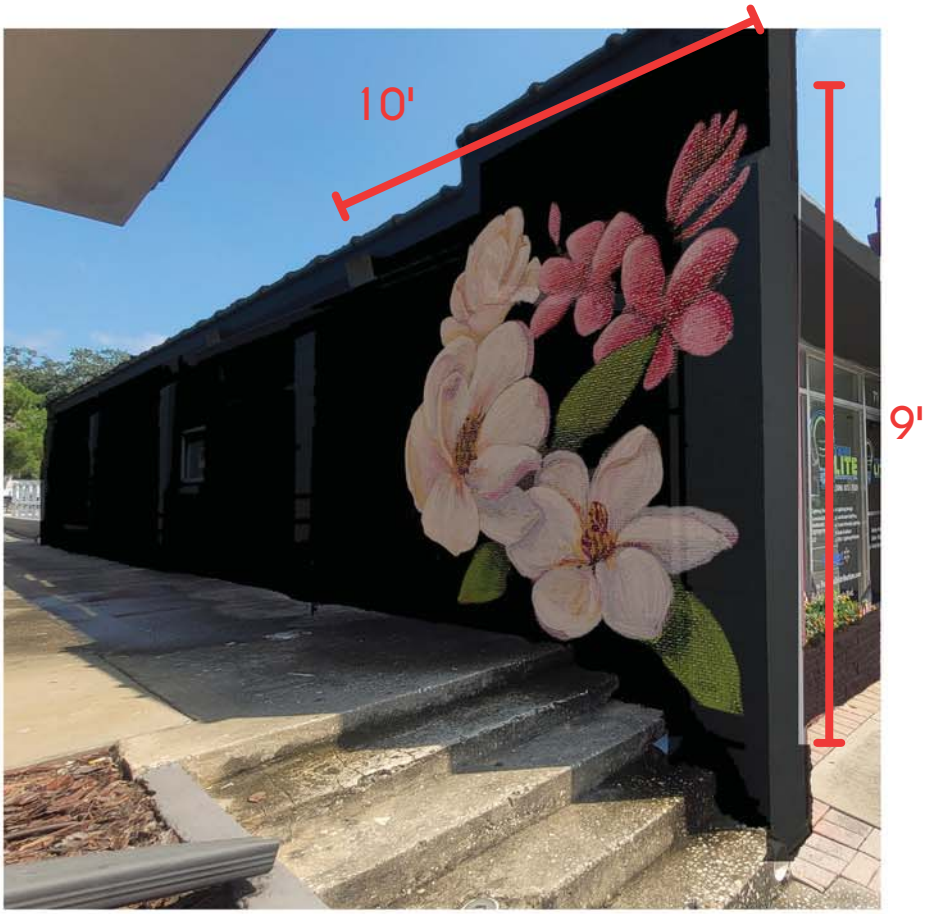
Front


67
ART GALLERY
SPOTLIGHT
OPEN
CREATE
COLLABORATE
ELEVATE



East Side





West Side





Back



Maintenance/ Conservation Plan

The mural will be painted with high quality exterior grade paint and will be coated with Master Clear Supreme UV Coat.
The combination of durable exterior paint and extra UV coating will keep the mural vibrant for 5-10 years. Should the mural need touching up, or a new coat of UV protection, we will maintain the mural looking bright and intact.

Per Section 3-71(f)(2)(h), We hope to be able to paint multiple sides of our building since the nature of our business is creative and artistic, we are a Co-op / Art Gallery and we host the works of 25+ local artists.

Section 3-71(f)(2)(h) states: The mural must be located on only one facade of a building. The mural may not be placed on the primary facade of the structure. Exceptions from this subsection (f)(2)h can be applied for, reviewed by the Ormond Beach Arts District Board, and approved by the city commission, when the nature of the business is creative, artistic or some other special circumstance is presented.

Benjamin Moore

COROTECH HIGH PERFORMANCE

COMMAND®

WATERBORNE ACRYLIC URETHANE GLOSS V390

Features

- For light-to-moderate industrial, commercial and select residential use
- Interior/Exterior use
- Low temperature application
- Block resistant
- Multi-surface application
- Fast return-to-service

General Description

Corotech® COMMAND® is an extremely durable, single-component, multi-substrate solution to help you save time and tackle multiple jobs with confidence. This interior/exterior, UV-resistant acrylic urethane enamel provides superior adhesion and abrasion resistance on a variety of substrates, and is ideal for facility maintenance and property management applications where minimal maintenance disruptions and quick returns to service are required.

Recommended For

Galvanized and other non-ferrous metals, concrete, masonry, wood, fiberglass, in addition to properly prepared ferrous metals, drywall and plaster. Corotech® COMMAND® is designed for use on handrails, shelving, doors, floors, stairs, ramps, safety markers, curbs, cabinets, awnings, shutters, molding, piping, and more.

Limitations

- Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%
- Not intended as a whole house exterior paint over wood
- Not for immersion service
- Not recommended for coating over Kynar® or similar finishes
- When applying over caulk, test a small area for compatibility

Product Information

Colors — Standard:

White (01), Safety Yellow (10), Safety Red (20), Black (80)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X & 4X

— Special Colors:

Contact your retailer

Certification & Qualifications:

The products supported by this data sheet contain a maximum of 150 grams per liter VOC / VOS (1.25 lbs. /gal.) excluding water & exempt solvents.

Masters Painters Institute MPI # 164

VOC REGION	COMPLIANT
FEDERAL	YES
OTC	YES
OTCII	NO
CARB	YES
CARB07	NO
UTAH	NO
AZMC	YES
SCAQMD	NO

Technical Assistance:

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◊		Base 1
Vehicle Type		Acrylic Urethane
Pigment Type		Titanium Dioxide
Volume Solids		36.5 ± 2%
Coverage per Gallon at Recommended Film Thickness		350 – 450 Sq. Ft.
Recommended Film Thickness	– Wet	3.7 – 4.7 mils
	– Dry	1.3 – 1.7 mils
Depending on surface texture and porosity		
Dry Time @ 77 °F (25 °C) @ 50% RH	– Tack Free	15 Minutes
	– Block-Resistant	1 Hour
	– To Recoat	1 Hour
	– Return to Service	24 Hours
High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By		Evaporation
Viscosity		87 ± 3 KU
Flash Point	200 °F or Greater (TT-P-141, Method 4293)	
Gloss / Sheen		Gloss (80+ @ 60°)
Surface Temperature at Application	– Min.	35 °F
	– Max.	100 °F
Thin With		Water
Clean Up Thinner		Warm, Soapy Water
Weight Per Gallon		10.2 lbs.
Storage Temperature	– Min.	40 °F
	– Max.	95 °F

Volatile Organic Compounds (VOC)

146 Grams/Liter 1.21 Lbs./Gallon

Surface Preparation

Prior to painting any surface, remove all grease, dirt and other surface contamination by applying a solution of Corotech® Oil & Grease Emulsifier V600. Remove all remaining loose paint, rust and mill scale via Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Fill holes and cracks and sand smooth. Glossy surfaces must be fully deglossed. Moderate to heavily rusted areas must be thoroughly prepared and active rust should be properly removed. When using COMMAND® over caulk, test a small area and check after approximately 30 minutes for compatibility before painting the entire surface.

Ferrous Metal: Remove any active rusted areas according to the surface preparation instructions. Apply one coat of Corotech® Acrylic Metal Primer V110 prior to top coating.

Non-Ferrous Metal (Galvanized & Aluminum): Galvanized steel normally comes from the mill chemically treated or passivated, to prevent white rusting or oxidation of the galvanized surface during the time it is being stored or shipped to the job site. Due to this, the surface must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier V600 or solvent wiping in accordance with SSPC-SP1 prior to coating. Prime properly prepared surfaces with Acrylic Metal Primer V110, Waterborne Bonding Primer V175 or apply 1-2 coats of COMMAND® direct.

Wood Surfaces: For best results, prime bare spots and new wood with a quality acrylic primer. Apply one or two finish coats of COMMAND® as needed. COMMAND® can also be used as a self-sealing topcoat, however, may dry to an uneven finish on some species of wood.

Dry Wall and Plaster: Prime new drywall and **fully cured** plaster with a quality acrylic primer. Apply one or two finish coats as needed.

Concrete Surfaces: Allow new concrete to age for a minimum of 30 days. New or old unpainted concrete should be etched with a concrete etch solution and then rinsed thoroughly with water. Be sure to follow the manufacturer's instructions when mixing and using solution. (Protect skin and eyes by wearing rubber gloves and goggles.) Rinse surface thoroughly with clean water. Allow surface to dry completely before coating. Old painted concrete should be fully cleaned and sanded if necessary.

Glossy Surfaces/Alkyd Finishes: Glossy surfaces and/or existing alkyd finishes, must be deglossed to obtain a surface profile prior to coating. The preferred method is thoroughly sanding the surface area. Areas that cannot be properly deglossed should be primed with Corotech® Waterborne Bonding Primer V175 prior to finish coating.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Application

Mixing of Paint: Stir thoroughly before and occasionally during use. For best application results, apply generously going from unpainted into painted areas.

Thin with sparingly with water if needed.

Airless Spray:
Tip range between .015 and .019.
Total fluid output pressure at tip should not be less than 2400 psi.

Air Spray (Pressure Pot):
DeVilbis MBC or JGA gun, with 704 or 765 air cap and Fluid Tip E.

Brush: Synthetic Bristle only.

Roller: ½" nap or finer for smooth surfaces.

NOTE: Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with recommended thinner. Do not apply if material, substrate or ambient temperature is below 35 °F (1.7 °C). Relative humidity should be below 90%. Do not apply if within 5 degrees of dew point or if rain is expected within 4 hours of application.

Clean Up

Clean with warm, soapy water.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental Health & Safety Information

WARNING!

CAUTION: All floor coatings may become slippery when wet. Where non-skid characteristics are desired, use an appropriate anti-slip aggregate.

Possible birth defect hazard. Contains, **Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester and Trimethylolpropane,** which may cause birth defects based on animal data.

Use only with adequate ventilation. Do not breathe vapors, spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. May cause allergic skin reaction. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.

⚠ **WARNING:** Cancer and Reproductive Harm– www.P65warnings.ca.gov

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING

Refer to Safety Data Sheet for additional health and safety information.

Benjamin Moore & Co., 101 Paragon Drive, Montvale, NJ 07645 Tel: 866-708-9180 www.benjaminmoore.com M72 V390 EN 072423
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MODERN MASTERS

Technical Data Sheet

Modern Masters Inc. (800) 942-3166
9380 San Fernando Rd., Sun Valley CA 91352 an RPM Company

MasterClear® Supreme Clear Coat

A Multi-Surface, Interior and Exterior, Acrylic/Aliphatic Poly

- **Self-Crosslinking Technology**
- **Ultimate UV Protection**
- **LEED Specified – EQ Credit 4.2**
- **Exceeds All National and Regional VOC Regulations**



Sheens Available

• **Matte** (MCS901) • **Satin** (MCS902) • **Semi-Gloss** (MCS903) • **Gloss** (MCS904)

MasterClear® Supreme is a water base self-crosslinking acrylic/aliphatic polyurethane protective topcoat that dries quickly to a durable clear finish. ***Advanced Resin Technologies*** protect ***Interior Surfaces*** against abrasion, scuffing, chipping, water, alcohol, household chemicals, plus it protects ***Exterior Surfaces*** from oxidation, salt air, chlorine, acid rain, bird droppings, mildew, etc. ***MasterClear Supreme*** has outstanding gloss retention and clarity with added ***UV Blockers and Absorbers*** that greatly reduce the sun's graying and fading effects on stained wood and painted surfaces, keeping them looking fresh for years. The ***Innovative Low-VOC Formula*** has very little odor and exceeds all National and Regional VOC category requirements!

Sheen Levels:

Matte - measured 10-20 @ 60°

Satin - measured 25-35 @ 60°

Semi-Gloss - measured 50-60@ 60°

Gloss - measured >80 @ 60°

Where To Use:

Interiors: Protects painted surfaces, wallpaper, bare wood, oil and water based stained wood, doors, columns, cabinetry, window sills, mantels, wainscot, wood paneling, crown molding, baseboards, chair rails, furniture and picture frames. It is a perfect clear coat for faux marble and wood grained surfaces.

Exteriors: UV and weather resistant, it extends the life of previously painted surfaces, stained or unstained wood and aluminum surfaces such as doors, porch surrounds and supports, decorative moldings, painted facades, murals, garage doors, anodized aluminum window casings, aluminum paneling, outdoor furniture and garden ornaments.

MasterClear Supreme **is <u>not</u> recommended for surfaces painted with Metallic Paint Collection™, white or light colored surfaces or for use on floors.**

Surface Preparation – Painted Surfaces should be fully cured prior to application, clean, dry and free from dust, rust, stains, grease, oil, mildew, wax, efflorescence and other contaminants.

Bare Wood should be prepared by first sanding the surface smooth, removing dust with a vacuum and then wiping the surface clean with an oil-free tack cloth. Moisten the wood surface with a wet towel or sponge and allow it to dry. When dry, sand the raised grain with fine sandpaper until smooth, then vacuum and wipe clean with the oil-free tack cloth.

Oil Base or Water Base Stained Wood: Follow stain manufacturer's instructions for application and dry times for clear coating with a water based poly. Make sure the stain has been wiped off the surface completely and has dried a minimum of 24 hours before applying *MasterClear Supreme.*

Aluminum: Clean the aluminum. The amount of cleaning will depend on the condition of the anodized aluminum. If window frames or extruded anodized aluminum is just dull or faded, it can be washed with mild soap and water. Use microfiber cloths which are inexpensive and will clean the metal very effectively. If the anodized aluminum is pitted or stained, use a no-scratch cleanser or synthetic steel wool made by 3M (do not use regular steel wool , small pieces can remain on window frames and will rust). Rinse well. Let dry. If any oxidation remains, wipe with the microfiber cloth. Finally, wipe down the anodized aluminum with

denatured alcohol and wear neoprene gloves to protect your hands.

Application – Stir thoroughly before use, do not shake. *MasterClear Supreme can be brushed, rolled or spray applied. Sand between coats to achieve the smoothest finish. Optimal conditions are 60°F/16°C to 80°F/27°C and 30% to 60% relative humidity.* **Do not apply in temperatures below 55°F/13°C or above 95°F/35°C.**

Brushing: Use a high-quality synthetic bristle brush.

Rolling: Use a high-quality short nap varnish roller

Spraying: To spray, thin with up to 10%, 12 fluid ounces/360 ml of water to one gallon/3.78 liters of *MasterClear Supreme*. Use an HVLP gun, conventional cup gun or airless spray system with a fine tip.

Taping – Use high quality, low-tack tape when taping over surfaces that have been previously painted and fully cured.

Dry Times – Dry-to-touch time is approximately 1/2 hour. Tack free in one hour. Recoat time is approximately 1-2 hours (drying times were recorded at 70°F and 50%RH): **Note:** Lower temperature and/or higher humidity will lengthen the dry and cure times.

Coverage – One gallon/3.78 liters will cover approximately 300 to 400 square feet/27 to 37 square meters, approximately 1 mil dry film thickness per coat. For best results and maximum protection apply a minimum of two coats and on surfaces in extreme weather conditions apply three coats.

Clean Up – Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Do not reuse containers and properly dispose of empty containers.

Material VOC – Contains less than 50 g/L.

Handling & Storage – To avoid skinning, close container after each use. Keep lid tightly closed during storage. Keep away from excessive heat. Protect from freezing. If contents freeze, allow to thaw and come to room temperature before use. **Stir thoroughly before use.**

Disposal – Dispose of unused or unwanted product in accordance with local laws regulating water-based coatings.

Health & Safety – Use in a well-ventilated area. Avoid contact with eyes. Wash hands thoroughly with soap and warm water after use. Do not take internally. When spraying or sanding, use a properly-fitting, NIOSH approved respirator per the manufacturer's instructions.

Skin contact: Thoroughly wash with soap and warm water before the coating dries. Individuals with sensitive skin may require gloves.

Eye contact: Rinse with clean water for 15 minutes. Seek medical attention.

Inhalation: To help prevent irritation, use only in well-ventilated areas. If irritation occurs, move to fresh air. If irritation persists, seek medical attention.

Ingestion: Do not induce vomiting. Seek medical attention.

Read the Material Safety Data Sheet for Additional Health and Safety Information.

Warranty – This product will perform as claimed if directions are followed. Directions are as complete as possible, but cannot encompass all conditions, applications, techniques, and/or surfaces, which are beyond our control. Warranty is limited to replacement or refund value of product actually used, if such product proves defective within two years of manufacture. No other warranty is expressed or implied.

Technical Assistance – For additional technical assistance contact our Technical Department at 818-683-0201 or e-mail technical@modernmasters.com.

Disclaimer: Modern Masters, Inc. believes, to the best of its knowledge, information, and belief, the information contained herein to be accurate and reliable as of the date of this material safety data sheet. However, because the conditions of handling, use, and storage of these materials are beyond our control we assume no responsibility or liability for personal injury or property damage incurred by the use of these materials, and makes no warranty, expressed or implied, regarding the accuracy or reliability of the data or results obtained

Container Size	Container Weight Under
1 Quart	3 lbs.
1 Gallon	10 lbs.
5 Gallon	50 lbs.

TERI ALTHOUSE

MURALIST

CONTACT

TERI@ART-SPOTLIGHT.COM
CELL (386)316-3162
ART SPOTLIGHT GALLERY
67 W GRANADA BLVD,
ORMOND BEACH FL 32174
GALLERY (386)255-6656
ART-SPOTLIGHT.COM



Teri Althouse has been drawn to the arts all her life and likes to say some of her earliest works may still be found on the underside of a living room coffee table in some old antique shop! She started her official career in the arts as a teenager when she became a "studio hand" for a Minnesota artist. She worked her way through sign painting, caricature drawing, body painting, crafting and finally fell into Faux Finishing and Murals. Teri was fortunate to have traveled the country installing professional finishes and murals, working with clients, designers and contractors to bring their visions to life. Her large-scale projects include the exterior of Bruce Rossmeyer's Harley Davidson building and the exterior of the Bill France Fans Park Building at the Alabama Talladega Speed Way. After a very successful 32+year career she slowed down, staying closer to home and being more selective in the projects she takes on.

Teri's life experiences and art focused career have all lead to her to her dream retirement as a co-founder at the Art Spotlight gallery and studio/gallery artist. Her art is eclectic and varied, using a wide range of mediums, subjects and styles. Teri develops her bright colors in an impressionistic style often featuring animals, flowers and people. She is particularly drawn to the medium of alcohol inks after falling in love with the vibrant colors and organic flowing movement of the inks. She cannot leave out the smooth buttery feel of oils and cold wax which leave a satisfying texture retaining the bright colors she loves. With any medium at hand, Teri's studio time is where she will lose track of all time and space. The escape into the moment her mind quiets and the creative process begins is a spiritual journey, and her goal is to connect with the viewer and share the journey.

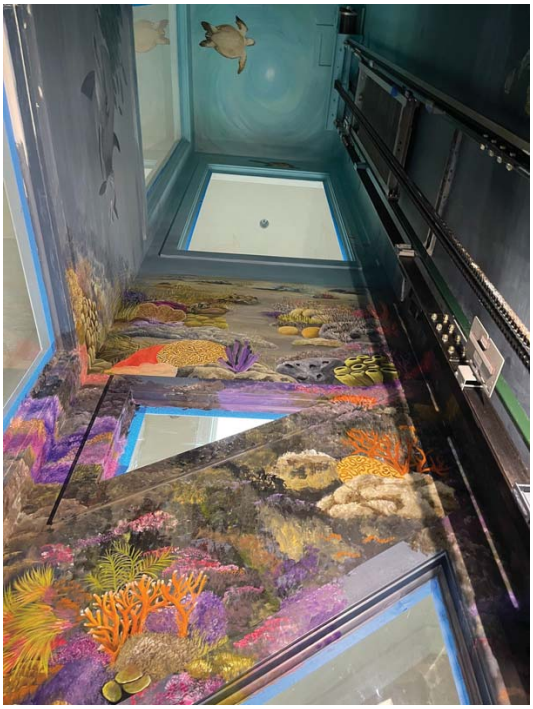
Attached are photos of some of her previous works.

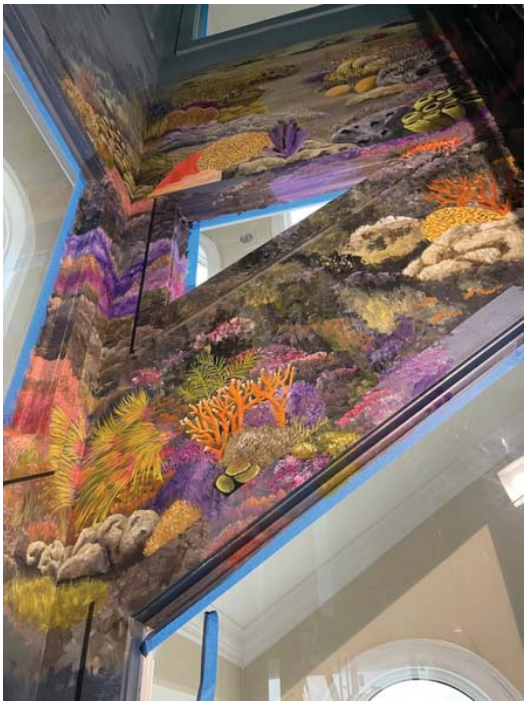
AVANi STUDIOS

TERI ALTHOUSE

HARLEY DAVIDSON EXTERIOR BUILDING & ELEVATOR SHAFT







AVANi STUDIOS

TERI ALTHOUSE

DAYTONA DINER & METAL HORSE STABLES







AVANi STUDIOS

TERI ALTHOUSE

ORLANDO MINI MALL & FLAGLER STORAGE





THAYS FRANÇA

MURALIST

Thays França is a native Brazilian who chose Ormond Beach as her forever home. Since 2015, Thays has impacted Ormond Beach and the surrounding cities with her art in numerous ways. She currently serves on the Ormond Beach Arts District Board of Directors, and is an Ormond Mainstreet Member, Florida Women Art Association's youngest member, as well as a former organizer of the 1 Million Cups Daytona Beach Chapter, and Ormond Beach Chamber of Commerce member.

Thays had the honor of painting the first mural to ever be approved by the city of Ormond Beach under the city's new mural ordinance. The artwork is located in the heart of the downtown district. The mural stands at 50ft wide and 11ft tall, and it celebrates Ormond Beach's roots as the "Birthplace of Speed".

As a co-founder of the Art Spotlight Gallery, Thays represents 26 local artists. As an artist and a business owner, she also helped found and manage the Ormond Art Walk, a monthly art event in downtown Ormond, in conjunction with 10 other businesses and hundreds of artists since 2018.

Thays recently received an extremely high honor in Tallahassee and was named the "Business Owner of the Year" for the entire state of Florida in July 2024, an award bestowed upon her by the Secretary of State.

Thays has painted over 20 murals in public places, private homes, and business in Georgia, Florida, Hawaii, and Brazil.

Although her personality and most of her work is very colorful and tropical, she can adapt her style and brush stroke to her clients' needs as well as city guidelines and regulations. Thays has her own insurance and all the certifications necessary to create a large exterior mural with the use of lifts.

Attached are photos of some of her previous works.

CONTACT

THAYS@ART-SPOTLIGHT.COM
CELL (386)871-4991
ART SPOTLIGHT GALLERY
67 W GRANADA BLVD,
ORMOND BEACH FL 32174
GALLERY (386)255-6656
ART-SPOTLIGHT.COM
ARTBYTHAYS.COM



THAYS FRANÇA

ORMOND GARAGE & JENTZEN GIRL





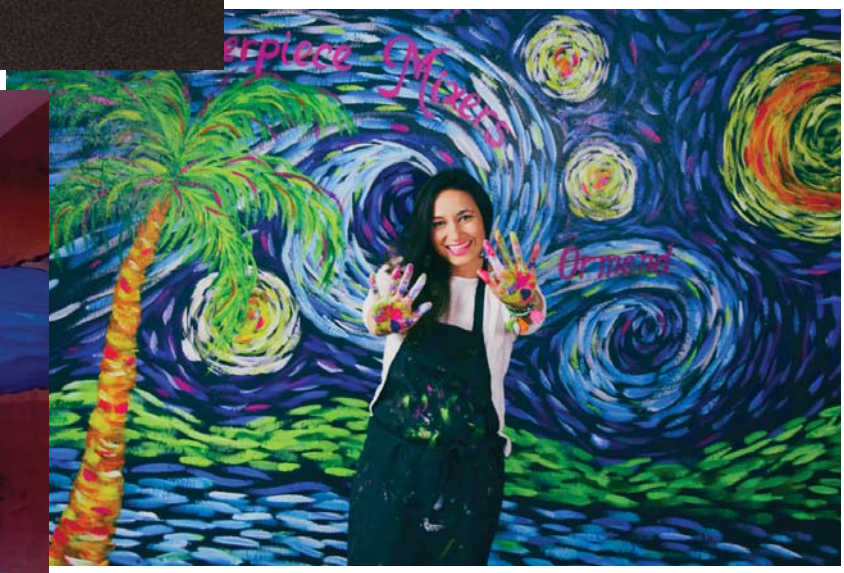


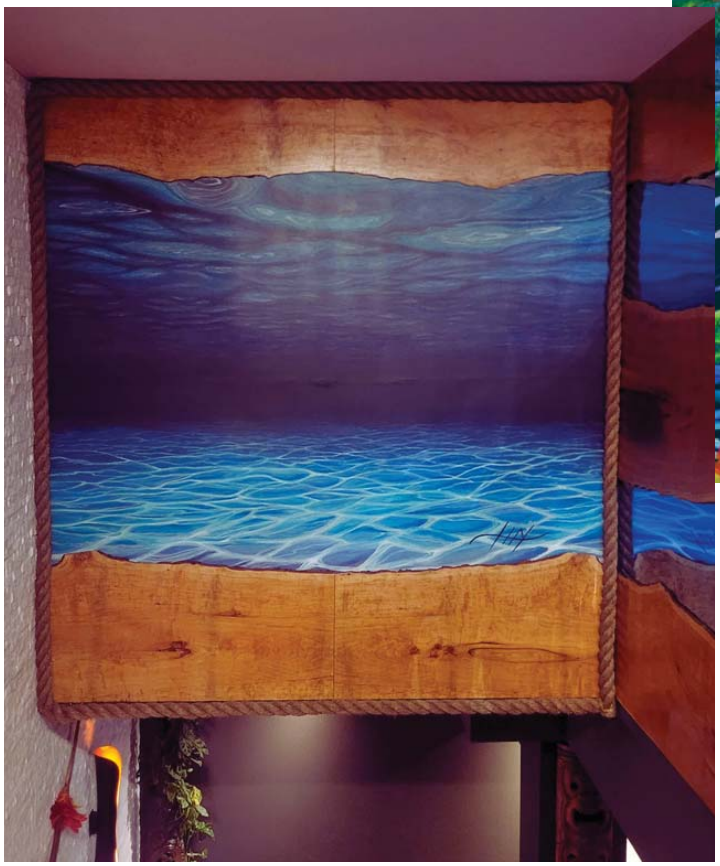


THAYS FRANÇA

DAYTONA PUBLIC WORKS, STARRY NIGHT & AVANU ON FLAGLER, NEW SMYRNA BEACH







THAYS FRANÇA

HARD ROCK HOTEL HOLIDAY MURALS & MORE











SECTION 3
Mural Project Building Owner Application

I, WIVIGECO, LLC, own the building located at 67 W Granada Blvd and would like a mural on my property. Attached to this application is proof of ownership.

(Signature) 9-20-24 (Date)

ANTHONY GUIDICE-MANAGER (Print name) 386 295-4610 (Preferred phone number)

Email address: agomdori@aol.com

OWNER HEREBY AGREES TO:

1) Finalize an application between owner/lessee, City and /artist;
2) Complete any permitting required by the City of Ormond Beach;
3) Pay any applicable fees to the City or provide proof of payment by lessee/other; and
4) Remove mural from building, if the work fails to meet City upkeep requirements.

PLEASE COMPLETE FORM AND RETURN TO:

City of Ormond Beach
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Email: weedo@ormondbeach.org
Telephone: 386-676-3342

SECTION 4
Mural Project Building Lessee Application

I, Thays Franca & Teri Althouse, am the lessee in the building located at 67 W Granada Blvd and would like a mural on my property. Attached to this application is proof of ownership.

Thays Franca Teri Althouse (Signature) 09/18/24 (Date)

Thays Franca TERI ALTHOUSE (Print name) 386-255-6656 (Preferred phone number)

Email address: info@art-spotlight.com

BUILDING LESSEE HEREBY AGREES TO:

1) Finalize a contract between owner/lessee, City, and artist;
2) Complete any required permit from City of Ormond Beach;
3) Pay any applicable permit fee to the City or provide proof of payment by owner/other; and
4) Maintain mural to artist's and City's specifications.

PLEASE COMPLETE FORM AND RETURN TO:
City of Ormond Beach
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Email: Email: weedo@ormondbeach.org
Telephone: 386-676-3342

SECTION 5
Mural Ownership Agreement

This Agreement is made this 20 day of September, 2024, between Thays Franca & Teri Althouse **("Artist"),** the City of Ormond Beach, Florida **("City")** and [redacted] WIVIGECO, LLC **("Building Owner")** for the purpose of stipulating ownership and responsibility for all details pertaining to the installation of a mural in the Ormond Beach Downtown Mural Program. (Section 3-72, *Land Development Code*).

Artist is the creator of a mural painting currently titled: Florida Blooms
Florida Blooms

Building Owner is the owner of the building on which the mural will be exhibited. The Building Owner will be responsible for surface preparation on the building for painting prior to the creation of the mural as well as preserving and maintaining the mural for the period set out below. Failure to maintain the art piece may require the owner of the wall on which the mural is located to remove it, either upon notice by the city or upon order by the Special Magistrate.

Location of Mural: 67 W Granada Blvd

LICENSING: Artist warrants and represents that the mural painting and rendering(s) assigned by this Agreement have never been published or copied and that Artist is the sole owner of all rights herein, including and not limited to, the right to prevent the making and dissemination of copies, and the right to obtain statutory copyright extending to the Artist the exclusive right to manufacture and sell copies for a fully statutory term and renewal thereof.

TERM: Building Owner hereby agrees to the mural painting being maintained in place for a minimum of two (2) years from the date of the mural completion. The owner retains the right to remove the mural or repaint the wall after this period of time.

EACH PARTY HEREBY CONSENTS TO VENUE OF VOLUSIA COUNTY AND THE MIDDLE DISTRICT OF FLORIDA.

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Understanding in Ormond Beach, Florida, the day and year first written above.

ARTIST (initial each line and sign below):

TF TA I verify that the mural submitted is an original work of art and has not been previously used or seen.

TF TA I verify that the mural will be painted/installed by me, or under my supervision if done as a community mural.

TF TA I understand that the finished mural must match the submitted mural rendering/proposal. If the completed mural does not match the approved mural attached to the mural permit, I understand and agree that the CITY may require the removal of the completed mural.

TF TA I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code ("Mural Code").

TF TA I have read this Agreement and Memorandum of Understanding and understand the process and my responsibilities.

TF TA I have signed the attached waiver of VARA rights.

TF TA I may be compensated for the completion of the mural; however, I understand and agree that I may not receive compensation for the right to display the mural on the property.

TF TA I understand and agree that I will have the right to use an image of the mural as part of my artist portfolio, but I will not have the right to recreate the mural anywhere else.

TF TA I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

TF TA I understand that the property owner shall own the completed mural, and as such is responsible for maintaining the condition of the mural in accordance with the Mural Code.

TF TA I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City and/or building owner to remove the mural, with ninety (90) days' notice being provided to me, if the mural is not maintained in accordance with the requirements of the Mural Code or if it becomes a safety hazard.

ARTIST:

Artist signature

Thays Franca TERI ALTHOUSE

Artist print name

Date: Sep. 25. 24

Witness signature

Witness print name

BUILDING OWNER (initial each line and sign below):

~~TF TA~~ I am the property owner of the subject property.

~~TF TA~~ All statements in this Agreement are true and correct.

~~TF TA~~ I have read and agree to fully abide by the City of Ormond Beach Mural Code, Sec. 3-72, Land Development Code ("Mural Code").

~~TF TA~~ A copy of the proposed mural is attached.

~~TF TA~~ The property owner and business owner agree to allow the approved mural on the subject building.

TF TA Prior to painting of the mural, the property owner must obtain a mural permit from the City.

TF TA The completed mural must match the approved rendering attached to the permit or the mural will fail final inspection. Painting a mural different than the approved mural design is a violation of the City Code which may result in the assessment of fines and the imposition of a lien against the subject property and all property in Volusia County owned by the property owner.

TF TA I hereby give my consent to the City of Ormond Beach and the Arts District to use an image of the mural for promotional purposes, such including but not limited to promoting the City, the Downtown Overlay District, or the Mural Program.

~~TF TA~~ I understand that I will be responsible for maintaining the condition of the mural in accordance with the Mural Code.

~~TF~~ TA I understand that the mural must be maintained in accordance with the requirements provided in the Mural Code; and I hereby give my consent to the City to cause the removal of the mural if it is not maintained in accordance with the requirements of the Mural Code.

BUILDING OWNER:

Building Owner signature | **Witness signature**

ANTHONY GUIDICE
Building Owner print name | **Witness print name**

WIVICO, LLC

Date: 9-20-24

CITY OF ORMOND BEACH, FLORIDA

By: _____
BILL PARTINGTON
Mayor

Date: _____

Attest: _____
JOYCE SHANAHAN
City Manager

Date: _____

SECTION 6
Waiver of Rights Pursuant to the Visual Artists Rights Act

I, Thays Franca & Teri Althouse, have prepared designs for the following art work:

(Specifically identify the work)

Painting of black eyed Susans, Magnolias, and Plumerias.

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

Thays Franca Teri Althouse Sep. 25. 24

Artist Print Name Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of September 2024 by Thays Franca & Teri Althouse, as artist, who (_) provided _____ as identification, or (✓) who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida
Tana Burd
My Commission HH 353480
Expires 2/8/2027

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	4863541
Parcel ID:	421516000051
Township-Range-Section:	14 - 32 - 15
Subdivision-Block-Lot:	16 - 00 - 0051
Owner(s):	WIVIGECO LLC - FS - Fee Simple - 100%
Mailing Address On File:	460 WALKER ST HOLLY HILL FL 32117
Physical Address:	67 W GRANADA BLVD, ORMOND BEACH 32174
Building Count:	1
Neighborhood:	7060 - EAST PRIMARY OFFICES
Subdivision Name:	PENFIELD BLOCK ORMOND
Property Use:	1700 - OFFICE 1 STORY
Tax District:	201-ORMOND BEACH
2024 Proposed Millage Rate:	16.2936
Homestead Property:	No
Agriculture Classification:	No
Short Description:	15 14 32 E 1/2 OF LOT 5 & E 5.4 FT OF W 1/2 OF LOT 5 PENFIE LD BLOCK ORMOND MB 1 PG 78 OR MB 12 PG 69 PER OR 2854 PG 33 4 PER OR 7192 PG 0727

Property Values

Tax Year:	2024 Working	2023 Final	2022 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$252,064	$234,203	$206,751
Land Value:	$70,581	$70,581	$70,581
Just/Market Value:	$322,645	$304,784	$277,332

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2024 PROPOSED MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

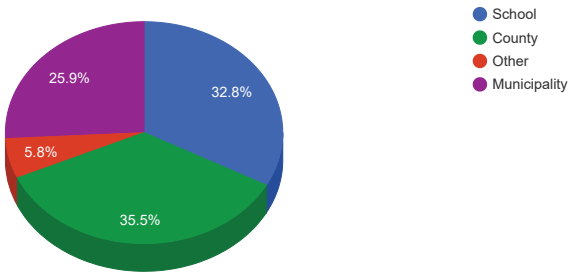
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$322,645	$322,645	$0	$322,645	1.5000	$483.97
0012	DISCRETIONARY	$322,645	$322,645	$0	$322,645	0.7480	$241.34
0011	REQ LOCAL EFFORT	$322,645	$322,645	$0	$322,645	3.0370	$979.87
0050	GENERAL FUND	$322,645	$322,645	$0	$322,645	3.2862	$1,060.28
0053	LAW ENFORCEMENT FUND	$322,645	$322,645	$0	$322,645	1.5994	$516.04
0055	LIBRARY	$322,645	$322,645	$0	$322,645	0.3891	$125.54
0520	MOSQUITO CONTROL	$322,645	$322,645	$0	$322,645	0.1647	$53.14
0530	PONCE INLET PORT AUTHORITY	$322,645	$322,645	$0	$322,645	0.0692	$22.33
0058	VOLUSIA ECHO	$322,645	$322,645	$0	$322,645	0.2000	$64.53
0057	VOLUSIA FOREVER	$322,645	$322,645	$0	$322,645	0.2000	$64.53
0065	FLORIDA INLAND NAVIGATION DISTRICT	$322,645	$322,645	$0	$322,645	0.0288	$9.29
0100	HALIFAX HOSPITAL AUTHORITY	$322,645	$322,645	$0	$322,645	0.7309	$235.82
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$322,645	$322,645	$0	$322,645	0.1793	$57.85
0180	ORMOND BEACH	$322,645	$322,645	$0	$322,645	4.0960	$1,321.55
0184	ORMOND BEACH I&S 2010	$322,645	$322,645	$0	$322,645	0.0650	$20.97
						16.2936	$5,257.05

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$5,257.05
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$5,257.05**
Estimated Tax Amount without SOH/10CAP ⓘ	$5,257.05

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2023	$70,581	$234,203	$304,784	$304,784	$0	$304,784	$0
2022	$70,581	$206,751	$277,332	$277,332	$0	$277,332	$0
2021	$70,581	$187,196	$257,777	$257,777	$0	$257,777	$0
2020	$69,197	$188,397	$257,594	$257,594	$0	$257,594	$0
2019	$66,429	$177,573	$244,002	$244,002	$0	$244,002	$0
2018	$66,429	$164,483	$230,912	$230,912	$0	$230,912	$0
2017	$66,429	$156,795	$223,224	$223,224	$0	$223,224	$0
2016	$63,661	$184,461	$248,122	$248,122	$0	$248,122	$0
2015	$63,661	$119,142	$182,803	$182,803	$0	$182,803	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1700-1STORY OFF	N	S-SQUARE FEET			10,065			5.00	$70,581
									Total Land Value:	$70,581

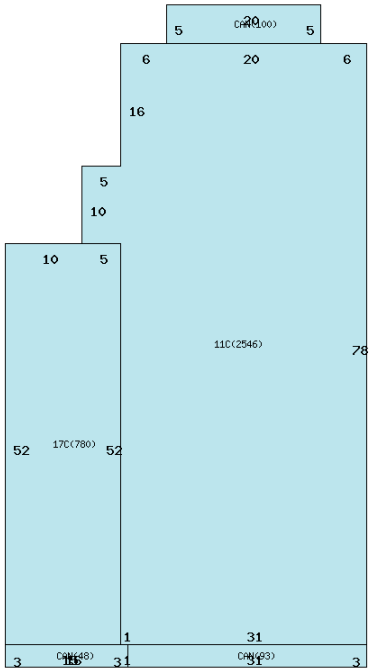
Building(s) - Commercial

Card (Bldg) #1

Structure Code:	C - CONCRETE/MASONRY	**Base RCN**	$338,801
		Percent Good	72.01 %
Class:	-	**Total RCNLD**	$243,971
Grade:	325	**Market (NBHD)**	1.02
Built / Effective Year:	1958 / 2004	**Factor**	
Total / Business Area	3567 / 3326	**Cost Value**	$248,850

Summary of Commercial Sections Data

Line #	From-To Floor	Section Finish	Stories	Area	Total Area	Business Area	Year Blt
1	01 -01	CAN - CANOPY	1	48	48	N/A	
2	01 -01	CAN - CANOPY	1	93	93	N/A	
3	01 -01	17C - OFFICE, ONE STORY	1	780	780	780	
4	01 -01	11C - RETAIL STORE	1	2,546	2,546	2,546	
5	01 -01	CAN - CANOPY	1	100	100	N/A	2005
					3,567	3,326	



Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
1	PVA-PAVING ASPHALT	1958	2,760	1		$2,093
2	RTN-FENCE, WALL RETAINING	1958	96	1		$297
3	FEN-FENCE CHAIN LINK	1999	32	1		$155
4	RAL-RAILING ALUMINUM	2016	42	1		$669
				Total Miscellaneous Value:		$3,214

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
7192 / 0727	2015224342	11/24/2015	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$350,000
2854 / 0334		07/15/1986	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$160,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
15 14 32 E 1/2 OF LOT 5 & E 5.4 FT OF W 1/2 OF LOT 5 PENFIELD BLOCK ORMOND MB 1 PG 78 OR MB 12 PG 69 PER OR 2854 PG 334 PER OR 7192 PG 0727	201	14 - 32 - 15	16 - 00 - 0051	30-SEP-86

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
06/29/2022	22-5350	BUSINESS/FIRE INSPECTION	$0
07/27/2021	21-5750	BUSINESS/FIRE INSPECTION 71 W GRANADA BLVD	$0
08/04/2016	16-5062	MISC PERMIT	$40,000
01/13/2016	16-1836	COMMERCIAL REROOF	$28,500

Detail by Entity Name

Florida Limited Liability Company
WIVIGECO,LLC

Filing Information

Document Number	L14000004963
FEI/EIN Number	46-4484762
Date Filed	01/03/2014
State	FL
Status	ACTIVE

Principal Address

460 WALKER STREET
HOLLY HILL, FL 32117

Mailing Address

460 WALKER STREET
HOLLY HILL, FL 32117

Registered Agent Name & Address

GUIDICE, ANTHONY
460 WALKER STREET
HOLLY HILL, FL 32117

Authorized Person(s) Detail

Name & Address

Title President

Guidice, Anthony
460 WALKER STREET
HOLLY HILL, FL 32117

Title Authorized Member

George Jones Irrevocable Trust dated May 28, 2008; Anthony Guidice, William Fornino & Edward Robertson, Co-Trustees
460 WALKER STREET
HOLLY HILL, FL 32117

Title Authorized Member

Victoria Jones Irrevocable Trust dated May 28, 2008; Anthony Guidice, William Fornino & Edward Robertson, Co-

Trustees
460 WALKER STREET
HOLLY HILL, FL 32117

Title Authorized Member

William H. Jones, III Irrevocable Trust dated May 28, 2008; Anthony Guidice, William Fornino & Edward Robertson, Co-Trustees
460 WALKER STREET
HOLLY HILL, FL 32117

Annual Reports

Report Year	Filed Date
2022	04/16/2022
2023	03/15/2023
2024	03/15/2024

Document Images

03/15/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/16/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
04/07/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Commercial Lease Agreement

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This Commercial Lease Agreement ("this Lease") is executed by and between **WIVIGECO, LLC,,** A Florida Corporation hereinafter referred to as **LESSOR** and **ART SPOTLIGHT, LLC**, and **THAYS FRANCA, AND ~~TERRY~~ ALTHOUSE**,a Florida individual/company/corporation, located at 67 West Granada Blvd., in the City of Ormond Beach, County of Volusia, State of Florida, ,hereinafter referred to as **LESSEE**. Rental payments shall be mailed to Wivigeco, 460 Walker Street, Holly Hill, Fl 32117.

1. **Premises.** Lessor leases to Lessee, and Lessee leases and rents from Lessor, the following: 67 West Granada Blvd., Ormond Beach, Fl 32174.

2. **TERM.** The term of the Lease shall be for a period of five years. The commencement shall be on the 1st day of December, 2021, and shall terminate at 11:59 p.m. Eastern Time on the 30th day of November, 2026, the said Expiration date. Lessee shall occupy the premises as of the 1st day of December 1, 2021.

3. **OPTION TO RENEW.** Lessee shall have the option to renew said lease for an additional five year period by serving written notice on Lessor no later than January 1, 2026. The lease amount shall be renegotiated prior to renewal.

4. **RENT/UTILITIES/COMMON AREA MAINTENANCE.** As rent for the Premises (the "Rent") Lessee shall pay to Lessor as follows: December 1, 2021 – May 30, 2022, there shall be no rental monies due. The monthly amount of $3500.00 plus sales tax of $210.00 for a total monthly payment of $3710.00 shall commence June 1, 2022. On December 1, 2023, the monthly rental amount shall increase by 3 percent and shall increase by 3 percent on December 1, 2024 and 2025. A monthly CAM charge of $125 shall commence Dec. 1, 2021, with a like monthly payment throughout the term of this lease. Utilities shall be placed in Lessee's name on December 1, 2021.

5. **SECURITY DEPOSIT/LAST MONTH'S RENT.** A security deposit in the amount of $3500.00 is due upon signing of this lease, no later than October 6, 2021.

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6. **Interest.** Lessee shall pay to Lessor, on demand, interest on any payment due under this Lease that is not made within 10 days after it is due, from the date when due until paid, at an annual rate of 18%, calculated on the basis of a 365 day year, or the maximum rate of interest allowed by law, whichever is lower. Any advances properly made, or cost or expense properly paid by Lessor after any default by Lessor under this lease, will also bear interest in accordance with this section from the respective date of advance or payment until the amount is repaid to Lessor.

7. **Maintenance:** Lessee shall maintain all portions of the Premises during the term of the Lease and shall peaceably and quietly surrender to Lessor the Premises in good order and condition upon the expiration date of this Lease. Without limiting the generality of the foregoing, Lessee shall make all necessary or appropriate structural or non-structural, ordinary or extraordinary, foreseen or unforeseen installation, maintenance, or restoration, or will take such other action as may be necessary or appropriate to keep and maintain the Premises in good order and condition and to keep any seller's or manufacturer's warranties or undertakings in effect. Lessor is not obligated to alter repair, rebuild, replace, maintain, or otherwise restore the Premises, and Lessee expressly waives any right or remedy to perform any such action at Lessor's expense. Without limiting the generality of the foregoing, Lessee shall at all times during the term of the Lease keep the Premises in a safe, clean, and sanitary condition, shall not permit any unreasonable accumulation of debris or trash, and shall keep all structures existing on the Premises on the Commencement Date and any new permanent structures built on the Premises by Lessee during the term of the Lease in a structurally sound, watertight, and clean condition. However, nothing in this section shall authorize Lessee to build any structures on the Premises or otherwise alter the Premises without the express written consent of Lessor and in accordance with section 18 of this Lease. If Lessee builds additional structures on the Premises with Lessor's approval, those structures or improvements shall become part of the Premises and subject to this Lease.

8. **Utilities:** Lessee shall directly contract for and pay, as they become due, all utility service charges , including installation and hook-up charges, for water, fuel, sewer, electricity, telephone, and every other utility service used by Lessee in connection with the Premises during the term of this Lease. Lessor shall not be responsible for providing any utility services to the Premises. Moreover, Lessor shall

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not be liable under any circumstance to any person for damages caused, directly or indirectly, by a failure or interruption in the supply or any utility service to the Premises, and Lessee releases and indemnifies Lessor **from all such liability, including all liability for wrongful death and personal injury. If** Lessee does not pay in a timely manner any of the foregoing utility service charges, then Lessor may, but is not required to, pay those charges and add the amount paid to the next month's Rent for the Premises.

9. **Indemnification of Lessor.** Lessee shall release, indemnify, and hold Lessor harmless with respect to the following:

(a) all damage or injury to, or the death or destruction of, any person or property arising from or in connection with the use, deign, condition, occupancy, possession, maintenance, installation, or restoration of the Premises, or any activity conducted or condition created upon the Premises during the term of this Lease;

(b) any violation or alleged violation of this Lease by Lessee or any legal requirement or insurance requirement of Lessee during the term of this Lease;

(c) the performance of any labor or service or the furnishing of any materials or other property with respect to the Premises during the term of this Lease; and

(d) any contest permitted by this Lease and any claim, proceeding, or contest in connection with any insurance proceeds or settlement of any condemnation.

Lessee shall defend any suit, action, or proceeding brought against Lessor or the Premises because of any such occurrence, utilizing legal counsel acceptable to Lessor. Lessee's obligations under this section survive any termination of this Lease with respect to claims arising on any occurrence or condition created by Lessee before the expiration date of the Lease term. However, nothing contained in this section requires Lessee to indemnify Lessor with respect to any willful or intentional acts of Lessor, or of Lessor's agents or employees who are not subject to Lessee's right of control or actual control.

10. **Required Insurance.** Lessee shall obtain and shall maintain throughout the term of this Lease public liability insurance in the amount of $1,000,000.00. Lessee also shall obtain and maintain insurance coverage over any improvements installed on the Premises by Lessee as well as any of Lessee's wares, merchandise, inventory, or fixtures within the leased Premises. Lessor shall maintain fire and extended coverage casualty insurance with respect to the building and other customarily insurable structural improvements constituting part of the leased Premises in an amount at least equal to the replacement value of the Premises and any other property insured. Lessee

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shall provide a copy of said insurance or the declarations to the Lessor. Lessee shall have Lessor named as an additional insured on said insurance policy.

11. **Casualty or Condemnation Proceeds.** Except for any proceeds attributable exclusively to Lessee's property, the interruption of Lessee's business, or other consequential damages of Lessee, any proceeds (including rental loss proceeds) payable with respect to any casualty on or condemnation of all or part of the Premises are payable to Lessor and shall be paid to Lessor. Except as expressly provided to the contrary in this section, this Lease will continue in force and effect notwithstanding any casualty or condemnation.

NOTE: If the Premises are so damaged by casualty that resulting repairs cannot be completed within 120 days from the date Lessor learns of the casualty, then Lessor may elect, at its sole option, to terminate this Lease. If the Premises can be repaired within 120 days from the date or written notification by Lessee to Lessor, then the Lease shall continue in full force and effect and Lessor and Lessee shall apply all insurance proceeds towards cost of repairs. To the extent insurance proceeds are insufficient to complete the repairs, Lessor shall not be responsible to complete them from its own funds, but Lessor may, at its sole option, terminate the Lease at which time its obligation to Lessee shall cease. Lease payments shall not abate during any damage or repairs as to reasonably or effectively useable portions of the Premises, if any, but Lessee shall continue to be responsible for all such payments, prorated if any portion of the Premises is unusable, as and when due.

12. **Alterations and Signage.** Lessee shall not alter or improve the leased Premises without the prior written consent of Lessor to do so, and any and all alterations, addition., improvements and fixtures made or placed in or on the Premises shall on expiration, or sooner termination, of this Lease become the property of Lessor without compensation to Lessee; provided, however, that Lessor shall have the option, to exercise on expiration or sooner termination of this Lease, to require Lessee to remove any or all of such additions, improvements, alterations, or fixtures. Before installing any additions, improvements, alterations, or fixtures in or on the Premises, Lessee shall submit plans and designs to Lessor for its approval, and in the event that the plans and designs are disapproved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made. If Lessor fails to give its approval within thirty (30) days of the delivery of the plans or designs, then said approval shall be deemed to have been given and Lessee may proceed with the installation.

Any improvements, alterations, or additions made on the property by Lessee shall be performed at the sole and obligation of Lessee and Lessee shall insure that all

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contractors, subcontractors, materialmen, laborers, and other persons who have contributed to the design or erection of any alterations or additions are paid immediately such that no liens are placed against the Lessor's property. If liens are placed against the property, then notwithstanding any other provisions of this Lease, Lessor shall have the right to pay same immediately and same shall become a part of the rent immediately due and payable within ten (10) days of written demand therefor or Lessee shall be in default of this Lease at Lessor's option.

Further, any improvements, alterations, or additions made upon the Premises by Lessee shall be made in conformity with all governmental regulations, rule, laws and restrictions. Lessee shall be responsible for obtaining any and all permits and insuring that the work is performed by the appropriate licensed contractors certified to perform the work required by Lessee.

Lessee shall not cause to be placed or maintain any sign or advertising matter of any kind anywhere or about the premises, except in the interior, without the prior written approval of the Lessor. No change, alteration, or modification of any sign shall be undertaken without the Lessor's prior written approval.

13. **Waste or Nuisance:** lessee shall not do or permit anything to be done in or about the premises, or bring or keep anything within the premises, which will in any way increase the existing rate or effect of any fire or other insurance maintained by Lessor upon the premises or any overall development of which premises is a part, cause the cancellation of any insurance policy.

14. **Access by Lessor; Inspection of Premises.** During the term of this Lease, Lessee shall provide Lessor and its representatives unrestricted ingress and egress of the Premises and unrestricted access during normal business hours to inspect the conditions of the Premises and Lessee's compliance with the terms of this Lease.

15. **Default and Remedies:**

(a) **Events of Default.** The occurrence of one or more of the following events will constitute a default under this Lease:

(i) Lessee fails to pay to Lessor any Rent within ten days from the date due, and that failure continues more than three days (excluding Saturday, Sunday, and legal holidays) after written notice of delinquency and demand for payment.

(ii) Lessee fails to perform or comply with any term, covenant or provision of this Lease other than payment of Rent, or any other agreement to which Lessee is a party or is otherwise bound that affects the Premises, if the failure continued for a

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period of 10 days after written notice or demand from Lessor.

(iii) Lessee becomes insolvent, as defined in a bankruptcy, insolvency, or other debtor-relief law, or files a petition in bankruptcy or a petition seeking a reorganization or an arrangement or creditors under any bankruptcy, insolvency, or other debtor-relief law, or seeks to take advantage of any bankruptcy, insolvency, or debtor-relief law, or files an answer admitting or not contesting the material allegations of a petition filed against it in such a proceeding, or the entry of an order for relief in any such proceeding, or Lessee takes any action (formal or informal) leading to a winding up, dissolution, or liquidation of the Lessee.

(iv) Lessee makes a general assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as they mature, seeks, consents, or acquiesces to the appointment of a trustee, receiver, liquidator, or fiscal agent for all of a substantial part of its property, or suffers the appointment without its consent or acquiescence of a trustee, receiver, liquidator, or fiscal agent for all or a substantial part of its property, if the appointment is not vacated within 30 days after it is effective.

(v) The assumption of custody or a sequestration by a court of competent jurisdiction of all or a substantial part of the property of Lessee if the custody or sequestration is not terminated within 30 days after it is commenced.

(vi) Attachment after judgment being made on all or a substantial part of the property of Lessee, if the resulting lien is not discharged or the execution on the lien is not stayed within 15 days after the perfection of issuance of it.

(vii) Lessee's abandonment of the Premises without Lessor's prior consent.

(b) **Remedies.** Upon the occurrence of a default as provided in the preceding section, and in addition to all other rights and remedies available at law or in equity, Lessor, without notice or demand, immediately and for so long as the default continues, may elect to exercise, concurrently or consecutively, any or all of the following remedies:

(i) Lessor may terminate Lessee's right to possession under this Lease, re-enter and take possession of the Premises, and relet or attempt to relet the Premises on behalf and for the account of Lessee, at such rent and under such terms and conditions as Lessor considers best under the circumstances to reduce Lessee's liability. Lessor may undertake any alterations, maintenance, and restoration to the Premises that Lessor considers appropriate for such purposes. Lessor shall not be deemed to have accepted a surrender of the Premises by initiating any of the foregoing actions, and Lessee shall remain liable for any rents and damages suffered by Lessor, including any costs of renovating, maintaining, preserving, and restoring the Premises until relet. Lessee thereafter shall remain liable for any deficiency between the proceeds of any such reletting and the amounts Lessor would have received if this Lease had been fully performed by Lessee for the full term. However, this obligation shall not extend

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beyond a ten-year period. At any time during such repossession or reletting, Lessor, by written notice to Lessee, may elect to terminate this Lease, as provided in the following subsection.

(ii) To declare this Lease terminated and re-enter and repossess the Premises, whereupon the term and estate granted by this Lease, and any other right, title, or interest of Lessee in or to the Premises, whether arising under this Lease or otherwise, will terminate and be without further force and effect. Termination pursuant to this subsection will be without prejudice to Lessor's right to accelerate the Rent due for the remaining term of this Lease and/or collect from Lessee the sum of

(A) any Rent, interest, and other amounts payable by Lessee that are due or accrued and unpaid as of the termination date; and

(B) any other damages and expenses, including reasonable attorneys' fees, that Lessor may have sustained because of any default by Lessee under this Lease; and

(C) after acceleration, the total amount of unpaid Rent for the remaining term of this Lease.

(iii) To advance such funds, and take such other action, for the account of Lessee as reasonably may be required to cure Lessee's default. Each such advance, or any cost or expense so incurred by Lessor, including without limitation, reasonable attorneys' fees and court costs, all of which will bear interest as provided in accordance with section 7 of this Lease.

Note: Lessor shall have no obligation to mitigate its damages.

16. **Estoppel Letters.** As and when from time to time requested by the other party, each party shall execute and deliver, or cause to be executed and delivered, to or at the direction of the other party, estoppel certificates with respect to such matters relating to this Lease or the Premises, or both, as reasonably may be required.

17. **Hold Over.** In the event that Lessee should hold over possession of the leased Premises beyond the term of this Lease then, and if such holding over is without the written permission of the Lessor, the base rent shall be double the amount specified in the Agreement for the duration of the hold-over period. Immediately upon demand of Lessor or upon such time as may be specified by law, Lessee shall vacate the Premises, but such vacating shall not relieve Lessee of liability for hold over rent pursuant to this section that has accrued through the date of departure from the

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premises. In the event that Lessee should hold over beyond the term of this Lease with or without the permission of Lessor, the terms of this Lease shall otherwise apply as and for such hold-over period, unless modified in writing.

18. **Binding Effect Counterparts:** This Lease is binding on, and inures to the benefit of, the respective successors, permitted assignees, and personal representatives of the parties. The parties may execute this Lease in counterparts. Each executed counterpart will be considered an original, and both of them together will constitute the same agreement. This Lease will become effective as of its stated effective date when each party has executed a counterpart and delivered it to the other party.

19. **Governing Law:** The validity, construction, interpretation, and enforceability of this Lease are governed by the laws of the State of Florida, excluding the laws of that state relating to the resolution of conflicts with laws of other jurisdictions.

20. **Legal Proceedings:** The proper, exclusive, and convenient forum for any litigation arising out of either this Lease or any agreement executed by a party pursuant to this Lease is Volusia County, Florida, and each party waives any claim or defense, whether asserted by motion or pleading, that Volusia County, Florida, is an improper or inconvenient forum. In any legal proceeding between the parties that arises out of either this Lease or any agreement executed by a party pursuant to this Lease, the losing party shall reimburse the prevailing party, on demand, for all costs and expense incurred by the prevailing party in connection with the legal proceedings (including premiums for bonds, fees of experts and investigators, and legal fees, costs, and expense incurred before a lawsuit is filed and in trial, pretrial, appellate, bankruptcy, and judgment-execution proceedings).

21. **Non-Assignment by Lessee:** The undersigned lessee, either individually or as a business entity may NOT assign this lease to any other individual or business entity without the prior written consent of the Lessor. Any such assignment done without the permission of the Lessor, shall be construed as a material breach of this agreement. However, it is understood that the Lessor may assign this lease to any other individual or entity as it may decide to do in its sole discretion.

22. **Attorney Fees/Costs:** In the event of a default by the lessee as to any

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of the terms of the lease or where the lessor is required to seek judicial intervention in order to enforce the terms of the lease, the lessee agree to be responsible for all attorney fees and costs incurred by the lessor.

23. ABANDONMENT. ABANDONMENT OR SURRENDER. BY SIGNING THIS LEASE, LESSEE AGREES THAT, ON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, OR THROUGH AN ACTION FOR POSSESSION AS PROVIDED BY FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE' PERSONAL PROPERTY AND LESSOR SHALL BE ENTITLED TO KEEP SUCH PROPERTY OR DISPOSE OF SAME AS LESSOR SEES FIT.

24. COMPLETE AGREEMENT. This lease records the final, complete and exclusive understanding among the parties with respect to the Lease by Lessor to Lessee of the Premises and supersedes any prior or contemporaneous agreement, understanding or representation, oral or written, by either of them.

25. AMENDMENT OR MODIFICATION. A waiver, amendment, modification, or termination of this Lease or any provision to it will be valid and effective only if it is evidenced by writing signed by both parties to it.

26. SUBLEASE. The premises may not be sublet by Lessee unless prior written consent is given by Lessor.

27. NOTICES. Every notice, consent, or demand required or permitted by this Lease will be valid only if it is in writing and given by U.S. Mail, return receipt requested and addressed by the sender to the other party at its address set forth below:

(a) If to Lessor:
Wivigeco, LLC
Anthony Guidice, Manager
460 Walker Street
Holly Hill, Fl 32117

(b) if to Lessee:
Art Spotlight, LLC
Thays Franca
67 W. Granada Blvd.
Ormond Beach, Fl 32174

or to such other address as the party designates by notice to the other party. A valid notice or demand will be effective on its receipt, if delivered personally or by fax, telegram, commercial carrier, or on the third day after it is postmarked by the United States Postal service for dispatch by first class, postage-prepaid mail.

27. Time of Essence. Time is of the essence with respect to the exercise and

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performance of the parties' respective rights, duties, liabilities and obligations under this Lease, including Lessee's obligation to pay any amounts due and payable under this Lease.

28. **Recording.** Lessee shall not record this Lease without the express written consent of the Lessor.

28. A. Lessor reserves the right to change the façade of the premises at it's expense and to compensate Lessee for any disruption in business. Lessor also requires that some lighting be left on inside at night for the beauty of the street.

29. ABANDONMENT OR SURRENDER. **BY SIGNING THIS LEASE, LESSEE AGREES THAT, ON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE COMMERCIAL SPACE DUE TO THE DEATH OF THE LAST REMAINING TENANT, OR THROUGH AN ACTION FOR POSSESSION AS PROVIDED BY FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE' PERSONAL PROPERTY AND LESSOR SHALL BE ENTITLED TO KEEP SUCH PROPERTY OR DISPOSE OF SAME AS LESSOR SEES FIT.**

30. **CONFIDENTIALITY OF TERMS:** It is understood that a material part of this Lease is the Lessee's agreement and promise to keep all terms and provisions of the lease, including but not limited to the amount of the rental of the lease, strictly confidential and that the rental Amount or other terms will not be discussed with any person other than management of Lessee, or its attorneys and accountants. Said terms were provided to Lessee with an understanding as to the need for confidentiality. In the event that Lessor determines that Lessee violated these terms of confidentiality, the Lessee understands that this is grounds for immediate termination of the Lease.

WITNESSES

LESSOR: WIVIGECO, LLC

Anthony Guidice
Title: Manager
Date: 10-1-21

WITNESSES:

LESSEE: Art Spotlight, LLC

Thays Franca, Manager

TERI ALTHOUSE

Date: Oct. 01. 21

10/1/21

DRAFT

Ormond Beach Arts District Board minutes from October 16, 2024

ITEM:

PZ-2024-103

Mural

67 West Granada Boulevard

M I N U T E S

ORMOND BEACH ARTS DISTRICT BOARD

Regular Meeting

October 16, 2024 5:30 PM

Ormond Beach City Hall
Conference Room 103
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

President Truilo called the meeting to order at 5:33 p.m. and advised that there are two new Board members that will be added following the public meeting.

II. ROLL CALL

Members Present	Staff Present
Angel Lowden	Sarah Motes, Senior Planner
Meg Evans	Marcella Miller, Secretary
Thays Franca	
Barbara Crispino Saunders	
Theresa Lieberman	
Libby Vescovi	
Mark Goodson	
Suzanne McCarthy	
Stephanie Mason-Teague, Ex-Officio	
Marc Schwartz, Ex-Officio	
Becky Parker, Staff	
Judith Stein, Vice President	
Julia Truilo, President	

Guests

Teri Althouse
Peg Mathieson

III. APPROVAL OF THE MINUTES

President Truilo entertained a motion for approval of the August 28, 2024 minutes.

Mr. Goodson made a motion to recommend approval of the August 28, 2024 minutes. Ms. Vescovi seconded the motion. Vote was called and the motion was unanimously approved (10-0).

IV. NEW BUSINESS

PZ 2024-103: 67 West Granada Boulevard Mural Application

DRAFT

President Truilo explained the mural application for 67 West Granada Boulevard. Ms. Teri Althouse and Ms. Thays Franca, Art Spotlight Gallery (tenant), on behalf of the property owner, Wivigeco, LLC., to allow for a mural to be painted on the north, south, east and west side walls. Section 3-72(f)(2)(h) requires the mural to be on only one façade of the building and may not be placed on the primary façade of the structure. Exceptions to this requirement can be applied for and reviewed by the Ormond Beach Arts District Board and approved by the City Commission. The applicants have proposed the mural on four building facades, including the primary façade, and are formally requesting an exception to Section 3-72(f)(2)(h) as outlined in their application. The request would allow the execution of a mural ownership agreement between the City, Teri Althouse and Thays Franca (tenants), Wivigeco, LLC (building owner), and Teri Althouse and Thays Franca (artists). There are no other site or building improvements proposed.

Ms. Franca commented that the project is for a mural for the Art Spotlight Gallery. She added that the gallery features the two of them, herself and Ms. Althouse, as well as 26 other artists that they represent. Three "Florida blooms" were decided on, the magnolia, plumeria and blacked eyed susans. She remarked that they hope it slows down traffic to "stop and smell the roses", and bring attention to the building and artists, and beautify the street. Ms. Franca stated that it entails more than other mural projects in that the mural artwork wraps around the building. The east side is the largest and most visible side, facing the 63 Sovereign Restaurant.

Ms. Franca stated that the building is also getting painted. It is currently maroon and will be painted dark charcoal black (midnight Magic) with the flowers painted on it.

Ms. Truilo asked if it will be sealed with the paint sealant that was used for the Ormond Garage mural that Ms. Franca created. Ms. Franca replied yes, and stated that a second coat will be put on the Ormond Garage in an area that gets reflected on by the light fixture and sun. It was discussed and determined that there have been no graffiti issues.

Ms. Truilo opened the floor for questions and comments.

Board discussion ensued with positive comments on the addition.

Ms. Truilo explained that part of the required presentation is for the artist to present a miniature rendering of the project. This was displayed and then passed around the room.

Ms. Franca and Ms. Althouse remarked that Mr. Bill Jones picked the black eyed susan bloom. If approved, the news will be shared with the 63 Sovereign Restaurant owners.

Ms. Sarah Motes, Senior Planner, reviewed the mural application, 67 West Granada Boulevard, and explained the formality of the application in that a presentation and demonstration of the full application presented to the Ormond Beach Arts District Board, where the Board makes a recommendation for approval or denial to the City Commission. Based on that is the criteria within the criteria for the Land Development Code (LDC) for murals, specifically in the Downtown Overlay District.

Ms. Motes explained that the Downtown Mural Art Program was implemented in 2019 with the criteria detailed in Section 3-72. According to the review criteria, the property must be within the Downtown Overlay District, and the mural can only be on one façade of the building and cannot be on the principal façade of the building. The exception to the code states that exceptions for the requirement can be applied for, reviewed and requested before the Board and approved by the City Commission. Ms. Motes suggested including details in the motion so that it can be incorporated into the development agreement.

DRAFT

Ms. Motes stated that staff is supportive of the mural and the requested exception to Section 3-72(f)(2)(h).. She added that it is artistic and creative in nature and is eye-catching with the change in color of the building. Staff is supportive in it being on more than just the one façade of the building, and recommends approval. Ms. Motes concluded that the next step of the process is that it will be reviewed at the City Commission meeting on December 03, 2024. It will also allow the execution of the mural ownership agreement between the City, the tenants, the property owner and the artists.

President Truilo asked if there were any questions for staff. She explained that all of the other mural criteria will be met as detailed in the Board packet..

Ms. Motes explained that this mural is eligible for an exception to Section 3-72(f)(2)(h), but requires a recommendation of approval by the Board to the City Commission for final action.

Ms. Evans made a motion to recommend approval of PZ 2024-103: 67 West Granada Boulevard Mural Application, with an exception to Section 3-72(f)(2)(h) to allow the artwork on the north, south, east, and west building facades. Ms. Vescovi seconded the motion. Vote was called and the motion was unanimously approved (9-0), with Ms. Franca abstaining, as one of the artists.

Ms. Motes reminded the Board that Tuesday, October 22, 2024, 3:00 p.m. to 5:00 p.m., at the Ormond Memorial Art Museum & Gardens, there will be a focus group meeting with Designing Local, consultants for the Downtown Master Arts Plan, with the design committee from Ormond MainStreet and the Ormond Beach Arts District Board. This will be held for an opportunity for an open forum discussion on ideas and goals for public art in the Ormond Beach downtown area.

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.

VI. MEMBER COMMENTS

Ms. Mason-Teague added that the exhibit opening has been rescheduled for 5:30 p.m. the evening of October 22, 2024, where the Board is invited to attend.

VII. ADJOURNMENT

The meeting was adjourned at 5:53 p.m.

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Respectfully submitted,

Marcella Miller, Recording Secretary

ATTEST:

Julia Truilo, President

Minutes transcribed by Marcella Miller.

DRAFT

City of Ormond Beach
AGENDA ITEM

December 3, 2024 - City Commission

Number: 10.A

Section:	SECOND READING OF ORDINANCES		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2024-35
Strategic Goal:	Quality of Life - Other		
Department:	Support Services		
Subject:	Request to Rename Neighborhood Improvement Advisory Board to Community Development Block Grant Advisory Board (SECOND READING)		
Summary:	This is a request to rename the Neighborhood Improvement Advisory Board (NIAB) the Community Development Block Grant (CDBG) Advisory Board. At its meeting of October 19, 2023, the NIAB moved to recommend its name be changed to more accurately reflect its duties and to eliminate confusion with the City's Neighborhood Improvement Division. The motion passed unanimously. At numerous meetings over the years, citizens have attended believing the NIAB could address neighborhood code violations and the Chair would explain the purpose of the NIAB, conveyed their concerns would be passed along to the appropriate staff member, and would provide contact information for the Neighborhood Improvement Division.		
Financial Impact:	None		
Citizen Impact:	There is no adverse impact to citizens, this is purely a name change only to better identify the purpose and function of the advisory board.		
Recommended Action (Staff, Advisory Board and/or Other):	The members of the NIAB and Staff recommend approval of renaming the Neighborhood Improvement Advisory Board to the Community Development Block Grant Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		

Attachments:	1. 24-35 NIAB name change to CDBG Adv Bd (P24-0188B) 2. NIAB Minutes 10-19-2023 SIGNED 3. Ordinance Business Impact Estimate NIAB	
Approval:	Kelly McGuire, Finance Director	11/7/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	11/7/2024
	Joyce Shanahan, City Manager	11/8/2024

ORDINANCE NO. 2024-35

AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE *CODE OF ORDINANCES* BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Chapter 2, Article VI, Section 2-218, Neighborhood improvement advisory board, is hereby amended as follows:

Sec. 2-218. ~~Neighborhood improvement~~ Community development block grant advisory board.

(a) *Established.* The ~~neighborhood improvement~~ community development block grant advisory board is hereby established by the city as an advisory board to the city commission in matters that pertain to the conservation and improvement of housing conditions and neighborhood quality within lower and moderate income areas of the city.

(b) *Purpose.* The board shall advise and recommend to the city commission and city staff on matters pertaining to the general program direction of neighborhood improvement efforts in areas of the city designated by the city commission and as funded from the Federal Housing and Community Development Act of 1974, as amended, or other similar federal, state or local programs. Matters to be considered by the advisory board may include general program goals and objectives; the direction of future grant applications; review of general administrative policies in program implementation; and program evaluation. The board shall actively solicit direct citizen participation from residents throughout the city, and especially those within areas that are anticipated to be affected by any such programs and other appropriate methods. The board is advisory in nature and it is not intended that the board will be involved in detailed and specific staff functions in carrying out such programs or in the review of applications that may be submitted by individuals for assistance under the programs.

(c) *Membership.* The ~~neighborhood improvement~~ community development block grant advisory board shall consist of five members and shall be appointed by the city commission. The mayor and each city commissioner shall nominate candidates to serve as members of the board from the general population as provided in section 2-206, and all appointments to the board shall be approved by majority vote of the city commission. Each member of the city commission shall, initially, nominate one candidate to be considered for appointment by the city commission. If any candidate is rejected by the city commission, the city commission member who nominated the candidate may nominate additional candidates in like manner; and if said city commission member chooses not to make such additional nomination(s), then one or more of the other city commission members may nominate candidates to fill the position in like manner. ~~The terms of office for those neighborhood improvement advisory board members that were appointed by Resolution 2008-14 shall expire the day prior to the first regularly scheduled city commission meeting in January 2011. Thereafter, m~~Members shall be appointed or re-appointed to serve two-year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment for the remainder of the term.

(d) *Officers; records; quorum; meetings.* The chairman and vice-chairman shall be elected by the board at its first meeting of each year. Such meeting shall be called to order by the secretary, who shall then call for nominations for chairman. The terms of all officers shall be for one year, each having eligibility for re-election or reappointment. A quorum shall consist of the majority of the board, and the vote of the majority of those present shall constitute a decision on the matter so voted upon. Meetings shall be scheduled at a minimum of once a year; however, during periods of active programs, meetings shall be held at least quarterly. The board may establish meetings more frequently if desired. Special meetings may be called by the chairman with 72 hours' notification. All meetings shall be open to the public.

(e) *Removal of members.* Any member of the ~~neighborhood improvement~~ community development block grant advisory board may be removed by the city commission only for cause and after being given a written statement of the charges against him and a public hearing thereon, if he so requests.

SECTION TWO. As of the effective date of this Ordinance, all of those members appointed to serve on the Neighborhood Improvement Advisory Board are serving on the Community Development Block Grant advisory board.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 6th day of November, 2024.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of December, 2024.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEACH
NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD
REGULAR MEETING

October 19, 2023 **6:00 P.M.**
Training Room
22 South Beach Street
Ormond Beach, FL

CALL TO ORDER – ROLL CALL

Members present were: Josh Pringle, David Glasser, Matthew Shapiro, Frank Ganz and Margaret Sharifi.

Staff present were: Grants Coordinator Loretta Moisio and Recording Secretary Ida Hop.

APPROVAL OF MINUTES – July 20, 2023

Ms. Sharifi moved, seconded by Mr. Ganz, to approve the minutes of the July 20, 2023, meeting. The motion passed unanimously.

AUDIENCE REMARKS

None

DISCUSSION – CREATE RECOMMENDATION TO CITY COMMISSION FOR BOARD NAME CHANGE

Mr. Pringle suggested a name change of the Board to let the community know more accurately the actual intent and goals of this Board.

Mr. Shapiro mentioned at past meetings there appeared to be a vast misunderstanding from the general community that this Board may deal with the beautification of the neighborhood or a nuisance abatement board.

Mr. Shapiro moved, seconded by Mr. Ganz, to present to the City Commission a name change from Neighborhood Improvement Advisory Board to Community Development Block Grant Advisory Board. The motion passed unanimously.

UPDATES

Ms. Moisio stated the application for the Tomoka Avenue Sidewalk has been submitted to Volusia County Community Assistance and is expected to be presented to the County Council for consideration in November with funds from CDBG FY 2019-20, 2020-21 and

2021-22. Once the amendment is approved and executed, the project can begin. She noted that CDBG FY 2022-23 funding is complete with HUM/Hope Place and that the North Ridgewood Sidewalk will soon be completed and is currently under budget.

NEXT MEETING DATE

January 18, 2024, at 6:00 p.m.

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Respectfully Submitted:

Ida Hop, Recording Secretary

Attest:

Frank Ganz, Vice-Chairman

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-35

AN ORDINANCE AMENDING SECTION 2-218, NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORIDNANCES BY AMENDING THE NAME OF THE BOARD; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; 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 amendment to Chapter 2 – Administration, Article VI – Boards, Commissions, Committees and other Agencies, Section 2-218 Neighborhood Improvement Advisory Board, of the Code of Ordinances, to amend the name of the Neighborhood Improvement Advisory Board, to the Community Development Block Grant Advisory Board.

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 would be renaming an advisory board.

   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.

   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.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This ordinance would be renaming an advisory board.

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.)