AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
January 7, 2025
7:00 PM
Mayor Jason Leslie

Zone 1 - Commissioner Lori Tolland **Zone 3 - Commissioner Kristin Deaton**
Zone 2 - Commissioner Travis Sargent **Zone 4 - Commissioner Harold Briley**

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Steve Brockett

B. Human Trafficking Awareness Month

C. National Law Enforcement Appreciation

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - December 3, 2024

B. Minutes from Special City Commission meeting - December 27, 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. 2025-01**: A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE

DATE.

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

B. **RESOLUTION NO. 2025-02**: A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2025-03**: A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2025-04**: A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE GENERAL EMPLOYEES' PENSION PLAN BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2025-05**: A RESOLUTION APPOINTING MEMBERS TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2025-06**: A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2025-07**: A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2025-08**: A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2025-09**: A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE POLICE OFFICERS' PENSION TRUST FUND BOARD; ESTABLISHING TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2025-10:** A RESOLUTION APPOINTING MEMBERS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **RESOLUTION NO. 2025-11:** A RESOLUTION APPOINTING MEMBERS OF THE PLANNING BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

L. **RESOLUTION NO. 2025-12:** A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

M. **RESOLUTION NO. 2025-13:** A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

N. **RESOLUTION NO. 2025-14:** A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

O. **RESOLUTION NO. 2025-15:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

P. **RESOLUTION NO. 2025-16:** A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO SERVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

Q. **RESOLUTION NO. 2025-17:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF FIRST STEP SHELTER, INC.; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE

DATE.

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

R. **RESOLUTION NO. 2025-18:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

S. **RESOLUTION NO. 2025-19:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

T. **RESOLUTION NO. 2025-20:** A RESOLUTION APPOINTING LINDSEY WOLF AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

U. **RESOLUTION NO. 2025-21:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR FISCAL YEARS 2021-2022, 2022-2023, AND 2024-2025, BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

V. **RESOLUTION NO. 2025-22:** A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORMOND BEACH, THE CITY OF DAYTONA BEACH AND THE CITY OF HOLLY HILL REGARDING THE ADMINISTRATION OF AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PROCUREMENT OF A MOBILE BREATHING AIR TRAILER; AND SETTING FORTH AN EFFECTIVE DATE.

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

W. **RESOLUTION NO. 2025-23:** A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID, CLOSEST UNIT RESPONSE, MUTUAL AID AND COLLABORATIVE TRAINING BETWEEN THE CITY OF ORMOND BEACH, THE COUNTY OF VOLUSIA AND FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

X. **RESOLUTION NO. 2025-24:** A RESOLUTION ACCEPTING A BID FROM

HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE HUDSON WELLFIELD EXPANSION PROJECT, UNDER BID NO. 2024-22; 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*

Y. **RESOLUTION NO. 2025-25**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF SIX FORD INTERCEPTORS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24- VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

Z. **RESOLUTION NO. 2025-26**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO FORD POLICE RESPONDER F150 PICKUP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

AA. **RESOLUTION NO. 2025-27**: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF REPLACEMENT PARTS AND SERVICE FROM OVIVO USA, LLC FOR CLARIFIER #4 AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

BB. **RESOLUTION NO. 2025-28**: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM J.D. WEBER CONSTRUCTION CO. FOR REPAIRS TO A FORCE MAIN ON RIVERSIDE DRIVE; AND SETTING FORTH AN EFFECTIVE DATE.

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

CC. **2025 City of Ormond Beach Legislative Action Agenda**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

DD. **Auto Renewal - FEC Blanket Lease Agreement**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

EE. **Auto Renewal - The Fish Tank Aquarium Maintenance**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

FF. **Florida Firefighter Cancer Decontamination Equipment Grant**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

GG. **Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

HH. **Travel Approval for City Commission**

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

Disposition: Approve as recommended in the City Manager staff report dated January 7, 2025.

8. 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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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

F. **ORDINANCE NO. 2025-01:** AN ORDINANCE CHANGING THE STREET NAME OF "HAMMOND AVENUE" TO "BALTIC AVENUE", SAID STREET BEING LOCATED WITHIN THE PROPOSED BRADFORD LAKES SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **ORDINANCE NO. 2025-02:** AN ORDINANCE CHANGING THE STREET NAMES OF "PENNSYLVANIA AVENUE" TO "BRADFORD RIDGE

AVENUE", AND "INDIANA AVENUE" TO "FORESTHAVEN STREET", SAID STREETS BEING LOCATED WITHIN AND TO THE NORTH OF THE PROPOSED BRADFORD PARK SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **ORDINANCE NO. 2025-03:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-17, HISTORIC LANDMARK PRESERVATION BOARD, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; 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*

I. **ORDINANCE NO. 2025-04:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, RESERVED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO PROVIDE REGULATORY GUIDANCE IN ACCORDANCE WITH THE LIVE LOCAL ACT AS PROVIDED IN FLORIDA STATUTES; 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*

J. **RESOLUTION NO. 2025-30**: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING "ELLIANOS COFFEE" PROPOSED TO BE LOCATED AT 353 WEST GRANADA BOULEVARD; WITHIN THE B-4, CENTRAL BUSINESS, ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2025-05:** AN ORDINANCE AMENDING SECTION 2-223, CITIZENS' LAW ENFORCEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING THE COMPOSITION; BY REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2025-06:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF

CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2025-07:** AN ORDINANCE AMENDING SECTION 2-224, QUALITY OF LIFE ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE COMPOSITION; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2025-31:** A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2025-32:** A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENTS AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

December 3, 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. 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-*

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

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, offered a moment of silence for the lost lives of the Palm Beach Police Officers and provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Hurricane Milton Community Support

Mayor Leslie presented a proclamation to Mr. Tony Tucci, Florida Power & Light, and Mr. Mark Rogers, Ormond Beach WalMart, for their support during Hurricane Milton; recognizing Elder Pastor Josh Brown, Facilities Pastor Brian Giaquinto, and Chef Gabriel Martinez of Riverbend Community Church for their contributions and support during the storm.

Item #5 – Audience Remarks

Ms. Debbie Kruck-Forrester, 15 Brookwood Drive, invited the Commission to upcoming Ormond Strong events and provided flyers for the events. She discussed the Hurricane Helene relief Ormond Strong was organizing and provided information on where donations may be dropped off.

Ms. Dorian Burt, 203 Pine Cone Trail, expressed support of the city's first responders.

Ms. Jennifer Bright, 221 Arlington Way, discussed the 2024 election, status of local government, and voiced concerns regarding the city's Christmas decorations.

Item #6 – Approval of Minutes

Mayor Leslie advised the minutes from the November 6, 2024, and November 19, 2024, meetings were sent to the Commission for review and posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the November 6, 2024, and November 19, 2024 City Commission meetings minutes.

Motion passed by voice vote.

Item #7 – Community Redevelopment Agency

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

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

Item #7A – Bid Award - Cassen Park Redevelopment

City Clerk Susan Dauderis read by title only:

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)**

Ms. Jennifer Bright, 221 Arlington Way, expressed concerns regarding the timeline, costs associated with the project, and requested the project be put on hold.

Commissioner Briley moved, seconded by Commissioner Sargent, for recommendation of Resolution No. 2024-207, as read by title only.

The motion passed by voice vote.

Mayor Leslie closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:18 p.m.

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 Briley, for approval of the Consent Agenda.

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

Comments on the Consent Agenda

Commissioner Tolland expressed support of Item 8A regarding the Bid Award for the Cassen Park Redevelopment, Item 8F regarding the emergency utility expenditure by

the Utilities Division as part of the response to Hurricane Milton, and Item 8L regarding the Auto Renewal for the Yellowstone athletic fields maintenance.

Commissioner Sargent voiced approval of Item 8A requesting the work be completed before July 4, 2025, and Item 8I regarding the Commission Chambers audio/visual replacement equipment.

Commissioner Briley expressed support of Item 8A.

Item #9 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #9A – Corbin Avenue, Partial Right-of-Way Vacation

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, explained the request was for a right-of-way vacation within the Cassen Park area. He noted the Notice of Intent was previously approved and staff was recommending approval.

Commissioner Briley expressed support of vacating the right-of-way.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2024-36, on first reading, 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 – 251 South Atlantic Avenue, First Amended PBD

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the item was for a Planned Business Development (PBD) amendment to the property at 251 South Atlantic Avenue regarding the beach access sidewalk. He reviewed the history of the beach access aspect of the project, noting Volusia County did approve the amendment.

Mr. Robert Merrell, Cobb Cole Law Firm, reviewed the history of the project and the collaboration with Volusia County.

Commissioner Tolland inquired who would maintain the sidewalk; whereby, Mr. Merrell stated Volusia County agreed to full maintenance.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-37, on first reading, as read by title only.

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

Commissioner Briley thanked Mr. Merrell for all his hard work on the project.

Item #9C – Land Development Code Amendment, Alcoholic or Malted Beverage Manufacturer

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the request was for a Land Development Code (LDC) amendment as the applicant had the Malted Beverage Producer use created in 2013 and was now looking to expand to include ciders, seltzers, and vodka based canned beverages. He noted Ormond Brewing Company was the only business utilizing the LDC use and the Planning Board recommended approval with a seven to zero vote.

Mr. Merrell discussed the success and growth of Ormond Brewing Company, noting the background of the LDC use.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-38, on first reading, as read by title only.

Commissioner Deaton voiced support of the small business noting the charitable events hosted at Ormond Brewing Company.

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

Item #9D – Love's Having Fun (Destination Daytona), First Amended PBD

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the PBD amendment was to allow for a Tattoo Studio. He provided the history of the request and the prior uses allowed by Volusia County. He noted the Planning Board recommended approval and Phase Two of Destination Daytona did allow for a Tattoo Studio.

Commissioner Tolland inquired how Phase Two allowed for the use; whereby, Mr. Spraker stated the Development Order for Phase Two was approved by Volusia County. She inquired if Tattoo Studios were allowed under the Beauty Salon umbrella; whereby, Mr. Spraker stated that was Volusia County's interpretation; not the city's. She expressed concerns regarding other future Tattoo Studios; whereby, Mr. Spraker stated the approval was strictly for the Destination Daytona area.

Commissioner Sargent moved, seconded by Commissioner Deaton, to approve Ordinance No. 2024-39, on first reading, as read by title only.

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

Item #9E – Ormond Crossings, First Amended Planned Mixed Use Development

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker explained the amendment to a Planned Mixed Use Development. He reviewed the boundaries of the property, the sections of the proposed development, and the history of the project. He noted the main focus of the application for the amendment was the residential area of the project. He noted there was a conceptual master plan, explaining the 2013 zoning document would not contain the detailed site plans or site information. He discussed the master plan, tract map, setbacks, developer commitments, and architecture and landscape standards. He discussed the process if the item was approved and the history of the project. He explained the two items in the ordinance were regarding Tract 8 to allow only single-family residential uses and update the conceptual master plan based on feedback provided. He reviewed the changes to the master plan. He noted the Planning Board recommended approval with a seven to zero vote. He discussed stormwater studies and projects.

Commissioner Briley inquired for Tract 8 if there would be a decrease in density; whereby, Mr. Spraker stated the density presented was for the whole project and that would not change.

Commissioner Tolland stated there would be 113 affordable housing units and inquired if those would be within Tract 8; whereby, Mr. Spraker stated he was unsure where the units would be, but believed they would be spread out across the project.

Commissioner Deaton clarified the item before the Commission was to approve the amendment from allowing multi-family apartments and townhouses to single-family homes; whereby, Mr. Spraker stated that was correct.

Commissioner Tolland inquired about the stormwater study; whereby, Mr. Spraker stated the planned study was for Durrance Acres, noting there may be additional studies in the future. She stated there was flooding concerns for nearby neighborhoods. She inquired about the school and if it could be mandatory; whereby, Mr. Spraker stated that was part

of the developer commitment and the developer would amend the documents if the school were to not be included in the plan, noting it was the same way for a fire station.

Commissioner Tolland inquired if the wetlands would be changed; whereby, Mr. Spraker stated it was a conceptual plan, noting the developer tried to stay away from all-natural wetlands and upland buffers. He reviewed the concept plans noting the lot sizes and roads. She asked if the mass clearing was just within Tract 8 or if it would be throughout the property; whereby, Mr. Spraker stated it would be within the property. She requested the developer consider no mass clearing.

Mr. Spraker stated the development's goal was to not impact environmentally sensitive areas. He reviewed the development plan, noting the landscaping was above the city's tree and natural preservation standard.

Commissioner Tolland inquired about the proposed trails; whereby, Mr. Spraker stated the trails would be developed by the master developer and the others by the subdivisions, noting there were multiple developers within the project. She inquired if the ordinance regarding landscaping passes would the developer be held to the new standards or the standards that were in place when original plan was approved; whereby, Mr. Spraker indicated the 2013 ordinance was what the developer would be held to.

Mr. Jami Poulos, Poulos & Bennett, stated they would be open to review the proposed landscaping ordinance, noting there was a team working to preserve and incorporate what was already in place on the property. He explained they may already meet the updated ordinance requirements, but his team would review.

Commissioner Tolland commended Mr. Poulos on the green space already in the proposed plan.

Mr. Poulos reviewed the landscape designs, noting the parks, wetlands, natural buffers, and green spaces.

Commissioner Sargent and Commissioner Deaton thanked Mr. Poulos for not requesting an increase in density and encouraged the incorporation of more native plantings.

Commissioner Briley noted his interest in a decrease of density.

Mayor Leslie voiced support for the preservation of the natural areas.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Ordinance No. 2024-40, on first reading, as read by title only.

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

Item #9F – 67 West Granada Blvd, Florida Blooms Mural

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Spraker stated the request was for a mural at 67 West Granada Boulevard and reviewed the design and codes regarding the art.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2024-216, as read by title only.

Commissioner Sargent, Commissioner Deaton, Commissioner Briley, Commissioner Tolland, and Mayor Leslie expressed support of the mural.

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

Mayor Leslie closed the Public Hearings.

Item #10 – Second Reading of Ordinances

Item #10A – 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. **(SECOND READING)**

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

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

Volusia County Council Member Troy Kent congratulated the Commission and wished them the best during the time on the City Commission. He offered assistance if it was ever needed from the Volusia County Council. He expressed support of the statues placed around the city and requested the Commission look into adding flashing lights to all of the speed bumps on Riverside Drive.

Item #11 – Reports, Suggestions, Requests

Events, Updates, Congratulations, Condolences, and Requests
Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings and events and provided updates regarding city projects and Hurricane Milton debris pick up. She discussed city holiday events and decorations.

Commissioner Sargent thanked the Public Works staff for their work on a pipe break incident. He took a moment remembering Ormond Beach Police Officer Michael Bakaysa on the year anniversary of his passing.

Commissioner Deaton discussed upcoming events she planned to attend. She offered condolences regarding a resident's passing and asked the community to keep his family in their thoughts. She thanked staff for their assistance during her onboarding process.

Commissioner Briley noted upcoming events he would be attending.

Mayor Leslie commended staff on the debris cleanup around the city.

Commissioner Tolland discussed upcoming events, events she planned to attend, and events she recently attended.

Mayor Leslie reviewed events he attended and upcoming events. He offered condolences to Volusia County Tax Collector Will Roberts on the loss of his father.

Flooding

Commissioner Briley requested a workshop to discuss flooding within the city.

Mayor Leslie inquired if a workshop was planned; whereby, Mr. Shawn Finley, Assistant City Manager, explained there was a public meeting already held to assist residents apply for federal grants and provided details regarding the meeting, noting the areas of concern.

Commissioner Sargent suggested an action report following each hurricane season to identify areas that need improvement and areas that improved.

Commissioner Tolland inquired about the state of the older infrastructure, if staff should look into replacing before it breaks or if patching would be sufficient, and requested a workshop to further discuss.

Commissioner Sargent discussed emerging technology regarding artificial intelligence for flood predictions.

Mayor Leslie stated he wanted to focus on upgrading and fixing the stormwater systems within the city.

Ms. Shanahan stated staff could include some items in the budget, noting staff was actively looking into the improvement of the stormwater system.

Mr. Finley discussed the city's watermain replacements and pressurized sewer mains.

Medians

Commissioner Briley stated he received many phone calls from residents concerned about the new medians along Granada Boulevard, State Road A1A, and U.S. Highway 1.

Commissioner Tolland and Mayor Leslie expressed concerns regarding the medians.

Mr. Finley stated the Florida Department of Transportation (FDOT) would be altering the median at Granada Boulevard and State Road A1A later in the week and discussed the city's open communication with FDOT.

Leisure Services

Commissioner Tolland stated Mr. Alan Burton requested the city consider changing the name of the Leisure Services department to the Department of Parks and Recreation as well as when the Commission's goals update in 2025 to include a Park, Forestry, and Recreation Element goal. She read his suggestions.

Mr. Randy Hayes, City Attorney, noted there would need to be a Code of Ordinance update and would need to look into what else would be needed to change the title of a department.

Commissioner Briley requested further research be completed to determine why the department changed its name in the past, as it was the Department of Parks and Recreation at one time.

Commissioner Tolland supported further research into the name change; whereby, Ms. Shanahan stated staff would bring information back to the Commission.

Item #12 – Adjournment

The meeting was adjourned at 8:35 p.m.

APPROVED: January 7, 2024

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

MINUTES
ORMOND BEACH CITY COMMISSION – SPECIAL MEETING
HELD AT CITY HALL COMMISSION CONFERENCE ROOM

December 27, 2024	**11:00 a.m.**	**Commission Conference Room**

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, and Harold Briley, City Manager Joyce Shanahan, Assistant City Attorney Scott McKee, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

Absent: Commissioner Kristin Deaton

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

5. PUBLIC HEARINGS

A. **RESOLUTION NO. 2024-217**: A RESOLUTION MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF ORMOND BEACH FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

6. REPORTS, SUGGESTIONS, REQUESTS

7. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Leslie called the special meeting to order at 11:02 a.m.

Item #2 – Invocation

Pastor Al Stewart, Greater Grace Chapel, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Leslie led the Pledge of Allegiance.

Item #4 – Audience Remarks

Mayor Leslie noted there were no audience remark requests.

Item #5 – Public Hearings

Mayor Leslie opened the Public Hearings.

Item #5A – Live Local Act, Opt Out Exemption

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-217

A RESOLUTION MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF ORMOND BEACH FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the Live Local Act was passed in 2023 and reviewed the tax exemptions under certain conditions for property developments. He noted in 2024 there were amendments to the Live Local Act, indicating the "Opt Out" provision was among the amendments. He reviewed the "Opt Out" requirements, deadlines, and studies behind the amendment. He stated the approval of the resolution would help protect the city's tax revenue on potential future developments.

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Resolution No. 2024-217, as read by title only.

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

Mayor Leslie closed the Public Hearings.

Item #6 – Reports, Suggestions, Requests

Updates, Thanks, and Requests

Ms. Joyce Shanahan, City Manager, thanked the Commission for holding the Special City Commission meeting, providing further background on the request.

Commissioner Briley inquired about the Florida Department of Transportation (FDOT) fixing the medians along Granada Boulevard; whereby, Mr. Shawn Finley, Assistant City Manager, explained FDOT was working on the corrections and would check in with them after the holidays if there were any medians still needing to be fixed.

Commissioner Sargent complimented the new sound system in the City Commission Conference Room.

Commissioner Tolland, Commissioner Sargent, and Mayor Leslie thanked staff for their hard work in putting the meeting together.

Item #7 – Adjournment

The meeting was adjourned at 11:13 a.m.

APPROVED: January 7, 2024

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Resolution	**Res./Ord. No:**	2025-1
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Brownfield Advisory Board Appointments		

Summary:

The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024.

Name	Appointed By
Fred Heyne	Mayor
Jake Stehr	Zone 1
Corey Cresenzi	Zone 2
Deborah Carter	Zone 3
Josh Pringle	Zone 4
April Cole	Commission At-Large
Thomas MacDonald	Ormond Beach MainStreet

Waiving of Conflict:
Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made.

The following nominees have conflicts, by virtue of contractual relationships with the City:
- Jake Stehr is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City.
- Josh Pringle is employed by CO2 Meter, Inc., a company with an economic incentive agreement with the City.

Approval of this item indicates these conflicts have been waived.

Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Brownfield Advisory Board.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-01 Brownfield adv bd appointments
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION 2025-01

A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Fred Heyne is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Mayor.

SECTION TWO. Jake Stehr is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Corey Cresenzi is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Deborah Carter is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. April Cole is hereby appointed to serve as a member of the Brownfield Advisory Board, as the at-large appointee of the City Commission.

SECTION SEVEN. Thomas MacDonald is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of Ormond Main Street, Inc.

SECTION EIGHT. The aforenamed appointees shall each serve a two-year term that shall expire the day prior to the first regularly scheduled city commission meeting in January

of each odd-numbered year, and shall serve without compensation in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including Section 2-229 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-2
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Budget Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Josh Pringle — Mayor John Olivari — Zone 1 Troy Railsback — Zone 2 Mary Greenlees — Zone 3 Rick Boehm — Zone 4 Waiving of Conflict: Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made. The following nominee has conflicts, by virtue of contractual relationships with the City: - Josh Pringle is employed by CO2 Meter, Inc., a company with an economic incentive agreement with the City. Approval of this item indicates this conflict has been waived.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Budget Advisory Board.	
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340	
Attachments:	1. 25-02 Budget Adv Bd	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-02

A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Josh Pringle is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Mayor.

SECTION TWO. John Olivari is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Troy Railsback is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Mary Greenlees is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Rick Boehm is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2*, Code of Ordinances***,** including section 2-226 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Resolution	**Res./Ord. No:**	2025-3
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Citizens' Law Enforcement Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By: Leo Caplette — Mayor Andrew Ferris — Zone 1 Erika Barger — Zone 2 Stan Driscoll — Zone 3 Billie Jo Kaler — Zone 4 The City Commission discussed adding 2 Commission At-Large alternate members. An amendment to the Ordinance is necessary to make this change and is presented in a corresponding agenda item. (Jennifer Haines, Barbie Sardina, and Sean Daly were identified as possible alternates. The City Commission indicated they desired to discuss the alternate appointments at the January 7, 2025, City Commission Meeting.) Waiving of Conflict: Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made. The following nominee has conflicts, by virtue of contractual relationships with the City: - Andrew Ferris is employed by Foundation Risk Partners, an insurance brokerage firm under contract with the City.		

	Approval of this item indicates this conflict has been waived.
Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission approve the resolution appointing members to the Citizens' Law Enforcement Advisory Board.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-03 Citizens Law Enf appointments
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-03

A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Leo Caplette is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Mayor.

SECTION TWO. Andrew Farris is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Erika Barger is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Stan Driscoll is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Billie Jo Kaler is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, City of Ormond Beach *Code of Ordinances*, including section 2-223 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-4
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	General Employees' Pension Plan Board of Trustees Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Michael Furman — Commission At-Large John Olivari — Commission At-Large		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the General Employees' Pension Plan Board of Trustees.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-04 General Employees Pension Bd appointment		
Approval:	Kelly McGuire, Finance Director — 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager — 12/12/2024 Joyce Shanahan, City Manager — 12/18/2024		

RESOLUTION NO. 2025-04

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE GENERAL EMPLOYEES' PENSION PLAN BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Michael Furman and John Olivari are hereby appointed to serve as at-large Trustees of the General Employees' Pension Plan Board.

SECTION TWO. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-3 thereof and Article I, of the City of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-5
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Historic Landmark Preservation Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Shannon Ruby Julien — Mayor Erum Kistemaker — Zone 1 Tim Stockman — Zone 2 Lindsey Pate — Zone 3 Rose Roberts — Zone 4 Willis (Bill) Denny — Commission At-Large Suzanne Heddy — Commission At-Large Joyce Kresge — The Casements Guild Dr. Philip Shapiro — Ormond Beach Historical Trust/Society		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Historic Landmark Preservation Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		

Attachments:	1. 25-05 Historic Landmark Preservation Bd appointment	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-05

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

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

SECTION ONE. Shannon Ruby Julien is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Mayor.

SECTION TWO. Erum Kistemaker is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Tim Stockman is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Lindsey Pate is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Rose Roberts is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Suzanne Heddy and Willis (Bill) Denny are hereby appointed to serve as members of the Historic Landmark Preservation Board, as the at-large appointees of the City Commission.

SECTION SEVEN. Joyce Kresge is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Casements Guild for the City of Ormond Beach.

SECTION EIGHT. Dr. Philip Shapiro is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Ormond Beach Historical Society, Inc.

SECTION NINE. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-6
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Human Resources Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Kenneth Smith — Mayor Willis (Bill) Denny — Zone 1 Andrew Ferris — Zone 2 Melanie Nordstrom — Zone 3 Matt Coleman — Zone 4 Waiving of Conflict: Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made. The following nominee has conflicts, by virtue of contractual relationships with the City: - Andrew Ferris is employed by Foundation Risk Partners, an insurance brokerage firm under contract with the City. Approval of this item indicates this conflict has been waived.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Human Resources Board.	
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340	
Attachments:	1. 25-06 Human Resource Bd appointments	
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	12/9/2024 12/12/2024 12/18/2024

RESOLUTION NO. 2025-06

A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Kenneth Smith is hereby appointed to serve as a member of the Human Resources Board, as the appointee of the Mayor.

SECTION TWO. Willis (Bill) Denny is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone One City Commissioner.

SECTION THREE. Andrew Ferris is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Two City Commissioner.

SECTION FOUR. Melanie Nordstrom is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Three City Commissioner.

SECTION FIVE. Matt Coleman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including section 2-214 thereof.

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

APPROVED AND AUTHENTICATED, this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Resolution	**Res./Ord. No:**	2025-7
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Leisure Services Advisory Board Appointments		

Summary:

The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on Dec. 3, 2024.

Name	Appointed By
Shannon Ruby Julien	Mayor
Lucy Jackman	Zone 1
Doug Thomas	Zone 2
Thomas Reardon	Zone 3
Lindsey Wolf	Zone 4
Lindsey Pate	Commission At-Large
Doug Wigley	OB Youth Baseball and Softball Corp.
Jason Thomas	OB Youth Basketball Association, Inc.
Robert Bowling	OB Soccer Club, Inc.
Emily Davila	OB Youth Football and Cheerleaders Assoc., Inc.
Vacant	OB Pride

Waiving of Conflict:
Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made.

The following nominee has conflicts, by virtue of contractual relationships with the City:
- Thomas Reardon is employed by Foundation Risk Partners, an insurance brokerage firm under contract with the City.

Approval of this item indicates this conflict has been waived.

	Board Composition: The City Commission also discussed the composition of the board resulting from the elimination of the Pride program. The Pride position will remain vacant until officially eliminated. This change requires an amendment to the Code of Ordinances and is presented in a corresponding agenda item.
Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Leisure Services Advisory Board.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-07 Leisure Services Advisory Bd appointments
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-07

A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Shannon Ruby Julien is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Mayor.

SECTION TWO. Lucy Jackman is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Doug Thomas is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Thomas Reardon is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Lindsey Wolf is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Doug Wigley is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Baseball & Softball Corp., as the youth baseball representative.

SECTION SEVEN. Jason Thomas is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Basketball Association, Inc., as the youth basketball representative.

SECTION EIGHT. Robert Bowling is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Soccer Club, Inc. as the youth soccer representative.

SECTION NINE. Emily Davila is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Youth Football and Cheerleaders Association, Inc., as the Pop Warner youth football representative.

SECTION TEN. _____ is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Pride, Inc.

SECTION ELEVEN. Lindsey Pate is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the Commission-At-Large appointee.

SECTION TWELVE. The said appointees shall each serve two (2) year that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-221 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-8
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Municipal Firefighters' Pension Trust Fund Board of Trustees Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on Dec. 3, 2024. Name — Appointed By Michael Scudiero — Commission At-Large Mark Eisner — Commission At-Large		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Firefighters' Pension Trust Fund Board of Trustees.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-08 Fire Pension Bd		
Approval:	Kelly McGuire, Finance Director — 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager — 12/12/2024 Joyce Shanahan, City Manager — 12/18/2024		

RESOLUTION NO. 2025-08

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mark Eisner and Mike Scudiero are hereby appointed to serve as At-Large Trustees of the Firefighters' Pension Trust Fund Board.

SECTION TWO. The said appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-42 thereof and Article III, of the City of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-9
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Municipal Police Officers' Pension Trust Fund Board of Trustees Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on Dec. 3, 2024. Name — Appointed By Jason Frederick — Commission At-Large Kenneth Artin — Commission At-Large		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Police Officers' Pension Trust Fund Board of Trustees.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-09 Police Pension Bd		
Approval:	Kelly McGuire, Finance Director — 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager — 12/12/2024 Joyce Shanahan, City Manager — 12/18/2024		

RESOLUTION NO. 2025-09

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE POLICE OFFICERS' PENSION TRUST FUND BOARD; ESTABLISHING TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Ken Artin and Jason Frederick are hereby appointed to serve as Trustees of the Police Officers' Pension Trust Fund Board.

SECTION TWO. The aforenamed appointees shall each serve a two-year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, of Chapter 2, and Article IV, of Chapter 16, including section 16-73 thereof, City of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-10
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Community Development Block Grant Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Margaret Sharifi — Mayor Jennifer Haines — Zone 1 Jessica Adjemian — Zone 2 Frank Ganz — Zone 3 Josh Pringle — Zone 4 Waiving of Conflict: Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made. The following nominee has conflicts, by virtue of contractual relationships with the City: - Josh Pringle is employed by CO2 Meter, Inc., a company with an economic incentive agreement with the City. Approval of this item indicates this conflict has been waived. Note: The name of this board recently changed from the Neighborhood Improvement Advisory Board to the Community Development Block Grant Advisory Board.		

Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Community Development Block Grant Advisory Board.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-10 Community Dev Block Grant Adv bd
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-10

A RESOLUTION APPOINTING MEMBERS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Margaret Sharifi is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Mayor.

SECTION TWO. Jennifer Haines is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Jessica Adjemian is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Frank Ganz is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the Community Development Block Grant Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each

odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-218 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-11
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Planning Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Michael Scudiero — Mayor Alan Jorczak — Zone 1 G.G. Galloway — Zone 2 Doug Thomas — Zone 3 Angeline Shull — Zone 4 Michael Gentry — Commission At-Large Troy Railsback — Commission At-Large		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Planning Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-11 Planning Bd appt		
Approval:	Kelly McGuire, Finance Director 12/9/2024		

	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION 2025-11

A RESOLUTION APPOINTING MEMBERS OF THE PLANNING BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mike Scudiero is hereby appointed to serve as a member of the Planning Board, as the appointee of the Mayor.

SECTION TWO. Alan Jorczak is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. G.G. Galloway is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Doug Thomas is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Angeline Shull is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Michael Gentry and Troy Railsback are hereby appointed to serve as members of the Planning Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The aforenamed appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Art. II, Section 1.15 of the *Land Development Code.*

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Resolution	**Res./Ord. No:**	2025-12
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Quality of Life Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Anna Hannon — Mayor Troy Railsback — Zone 1 Lindsey Pate — Zone 2 Peggie Hart — Zone 3 Dr. Philip Shapiro — Zone 4 Mary Greenlees — Commission At-Large Doug Thomas Jr. — Commission At-Large The City Commission discussed adding 2 Commission At-Large alternate members. An amendment to the Ordinance is necessary to make this change and is presented in a corresponding agenda item. (Deborah Carter, Barbie Sardina, and Todd Phillips were identified as possible alternates. The City Commission indicated they desired to discuss the alternate appointments at the January 7, 2025, City Commission Meeting.)		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing members to the Quality of Life Advisory Board.		

Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340	
Attachments:	1. 25-12 Quality of Life Adv Bd appointments	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-12

A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Anna Hannon is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Mayor.

SECTION TWO. Troy Railsback is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Lindsey Pate is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Peggie Hart is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Dr. Philip Shapiro is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Doug Thomas, Jr. and Mary Greenlees are hereby appointed to serve as members of the Quality of Life Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance

with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-224 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

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JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-13
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Goodwill Ambassador Program Appointments		
Summary:	The Mayor directed staff that he desired to re-appoint the following Goodwill Ambassadors during the workshop held on December 3, 2024. - Barbara Sandberg - Ike Leary - Gerald Brandon - Rick Boehm - Hunter Wendelstedt		
Financial Impact:	None		
Citizen Impact:	The ambassadors provide goodwill or symbolic representation on behalf of the City and Mayor at various meetings, events and functions.		
Recommended Action (Staff, Advisory Board and/or Other):	Approval of the resolution re-appointing the Goodwill Ambassadors is requested by the Mayor.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-13 Goodwill Ambassador Program		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	12/19/2024 12/19/2024 12/19/2024	

RESOLUTION NO. 2025-13

A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Barbara Sandberg is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION TWO. Ike Leary is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION THREE. Gerald Brandon is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FOUR. Rick Boehm is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FIVE. Hunter Wendelstedt is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION SIX. The above named appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve in accordance with Article VI, Chapter 2*, Code of Ordinances***,** including section 2-227 thereof.

SECTION SEVEN. The said appointees shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of their respective duties.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-14
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	River to Sea Transportation Planning Organization Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Zone 4 Commissioner, Harold Briley - Deputy Mayor/Zone 1 Commissioner, Lori Tolland as alternate <u>Background:</u> The River to Sea Transportation Planning Organization (TPO), also known as The Volusia-Flagler TPO, is an outside organization. The TPO carries out the urban transportation planning and programming process for the designated Metropolitan Planning Area. The Board consists of elected officials from its member local governments. The TPO works to improve the safety and efficiency of the transportation system in the area served by the TPO, with focus on the transportation disadvantaged, public transportation, roadways, bridges, and bicycle and pedestrian facilities.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having a City Commission member, and designated alternate, serving on the River to Sea Transportation Planning Organization.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing a member and alternate to the River to Sea Transportation Planning Organization.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		

Attachments:	1. 25-14 River to Sea TPO appt	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-14

A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Harold Briley is hereby appointed as the representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION TWO. Lori Tolland is hereby appointed as the alternate representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION THREE. The above named appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-15
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Ormond Beach MainStreet, Inc., Board of Directors Appointment		
Summary:	The following appointment was discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Zone 2 Commissioner, Travis Sargent Background: Ormond Beach MainStreet is an outside non-profit, volunteer-based organization dedicated to a vibrant downtown community. The MainStreet district includes Granada Boulevard from A1A on the East to Orchard Street on the West and the blocks just north and south of Granada Blvd., which includes City Hall and the Police Department.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having a City Commission member serving on the Ormond Beach MainStreet, Inc. Board of Directors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing a member to the Ormond Beach MainStreet, Inc. Board of Directors.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-15 Ormond Main St appt		
Approval:	Kelly McGuire, Finance Director 12/12/2024		

	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-15

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Commissioner Travis Sargent is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Board of Directors of Ormond Main Street, Inc., in accordance with the Charter and Bylaws of the said corporation.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-16
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Opioid Abatement Funding Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Deputy Mayor/Zone 1 Commissioner, Lori Tolland - Zone 3 Commissioner, Kristin Deaton as alternate <u>Background</u>: The Opioid Abatement Funding Advisory Board is an outside organization, established by interlocal agreement between Volusia County and 13 eligible participating municipalities. The purpose of the board is to ensure settlement funds are used to address opioid-related impacts within the County. It reviews the County's Opioid Abatement Plan and makes funding award recommendations to the Volusia County Council for programs available to all residents of the County.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having a City Commission member, and designated alternate, serving on the Opioid Abatement Funding Advisory Board.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing a member and alternate to the Opioid Abatement Funding Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-16 Opioid Abatement Funding w-alternate		

Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-16

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

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

SECTION ONE. Lori Tolland is hereby appointed to serve as a member of the Opioid Abatement Funding Advisory Board.

SECTION TWO. Kristin Deaton is hereby appointed to serve as an alternate member of the Opioid Abatement Funding Advisory Board.

SECTION TWO. The aforenamed appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-17
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	First Step Shelter Board of Directors Appointment		
Summary:	The following appointment was discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Mayor Jason Leslie Background: First Step Shelter, an outside organization, is a transitional homeless shelter for single adults in Volusia County. Local government communities that have agreed to provide ongoing funding participate on the Board, Ormond Beach being one of those cities. The Board of Directors enables the shelter to achieve its mission by being advocates and champions throughout the community, ensuring the establishment and implementation of appropriate policies and procedures, actively participating in resource development, and exercising stewardship and oversight. The City of Daytona Beach Commission appoints the Board of Directors.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having a City Commission member serving on the First Step Shelter Board of Directors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing the Mayor to the First Step Shelter Board of Directors.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		

Attachments:	1. 25-17 First Step Shelter appointment	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-17

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF FIRST STEP SHELTER, INC.; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, First Shelter, Inc. is a non-profit corporation established by the City of Daytona Beach for the purpose of operating a homeless assistance shelter and service program located in Volusia County, and

WHEREAS, the City Commission finds it in the best interest of the City to appoint Mayor Jason Leslie as a representative to serve on the board, now therefore,

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

SECTION ONE. Mayor Jason Leslie is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Board of Directors of First Step Shelter, Inc.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.R

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-18
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	River to Sea Transportation Planning Organization, Bicycle and Pedestrian Advisory Committee Appointment		
Summary:	The following appointment was discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Gayle Belin Background: The River to Sea Transportation Planning Organization (TPO) is an outside organization. The Bicycle/Pedestrian Advisory Committee of the TPO, is responsible for reviewing plans, policies, and procedures as they relate to bicycle and pedestrian issues within the TPO planning area.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having an appointee to the River to Sea Transportation Planning Organization Bicycle and Pedestrian Advisory Committee (BPAC).		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing a citizen representative to the River to Sea Transportation Planning Organization Bicycle and Pedestrian Advisory Committee.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-18 Bicycle & Ped Adv Cmtee appointment		

Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-18

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Gayle Belin is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Bicycle and Pedestrian Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

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SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.S

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-19
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	River to Sea Transportation Planning Organization, Citizens Advisory Committee		
Summary:	The following appointment was discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. - Fred Heyne <u>Background:</u> The River to Sea Transportation Planning Organization (TPO) is an outside organization. The Citizens' Advisory Committee of the TPO is responsible for providing citizen input and recommendations to the TPO Board concerning transportation planning and programming; reviewing transportation studies, reports, and plans/programs; and for making recommendations to the TPO Board that are pertinent to the subject documents.		
Financial Impact:	None		
Citizen Impact:	Ormond Beach and the citizens are represented by having an appointee to the River to Sea Transportation Planning Organization, Citizens Advisory Committee.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing a citizen representative to the River to Sea Transportation Planning Organization, Citizens Advisory Committee.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-19 River to Sea Citizens Adv Cmtee appt		

Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-19

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Fred Heyne is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Citizens Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.T

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-20
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Ormond Beach Housing Authority Appointment		
Summary:	Per Florida Statute, the Mayor appoints the 5 Hoursing Authority commissioners with the approval of the City Commission. Terms of commissioners are 4 years. Mayor Leslie has nominated Lindsey Wolf for appointment to fill the position previously held by Reverend Willie Branch who resigned. <u>Background:</u> The Housing Authority is governed by Chapter 421, Florida Statutes. It is established to provide public housing for persons of low income at rentals they can afford. The entity leases and operates the housing project at 100 New Britain Avenue and other low-income rentals in the City. They oversee repairs and rental amounts, investigate living conditions, and study problems relative to public housing. The Housing Authority must have at least 1 commissioner who is a resident of one of the housing projects and is current in rent, or is a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Another member of the Housing Authority meets this requirement.		
Financial Impact:	None		
Citizen Impact:	This appointment will serve to allow the Ormond Beach Housing Authority to continue to fulfill its mission of serving the housing needs of low-income citizens in the community.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the resolution appointing Lindsey Wolf as a commissioner to the Ormond Beach Housing Authority.		

Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340	
Attachments:	1. 25-20 Housing Authority Appt 2. Wolf, Lindsey (LSAB, HLPB, NIAB, HA)	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/12/2024

RESOLUTION NO. 2025-20

A RESOLUTION APPOINTING LINDSEY WOLF AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there currently exists a vacancy on the Ormond Beach Housing Authority, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to appoint Lindsey Wolf to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

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

SECTION ONE. Lindsey Wolf is hereby appointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending January 6, 2029.

SECTION TWO. The said appointee shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Advisory Board Interest Application

Lindsey Wolf

Currently Serving On:

- Leisure Services Advisory Board

Interested In Serving On:

- Leisure Services Advisory Board
- Historic Landmark Preservation Board
- Neighborhood Improvement Advisory Board
- Housing Authority

Print

Advisory Board Interest Renewal Application - Submission #4900

Date Submitted: 9/3/2024

This form is intended to be utilized by currently serving Advisory Board members to indicate their willingness to continue to serve. If you are not currently serving on an advisory board and wish to do so, please complete the Advisory Board Interest Application at www.ormondbeach.org/boardapp instead.

Please provide your current contact information below:

First Name:*

Lindsey

Last Name:*

Wolf

Email Address:*

lindseyawolf@outlook.com

Personal Phone:*

4074323849

Home Address:*

156 Lucky Drive

City:*

Ormond Beach

State:*

FL

Zip:*

32176

Current Occupation:

Real Estate Agent

How long have you been a resident of Ormond Beach?

6.5 years

Any Potential Conflicts of Interest:

No

Please list any community involvement:

Leisure Services Advisory Board, Ormond Chamber Leadership Class 2024, DBAAR New Realtor Forum Chair 2023 & 2024, Member of Grievance Committee and prior member of Government Affairs, YPN and Member Services, Treasurer and Sponsorship Chair for the Daytona Beach Quarterback Club, driver for Meals on Wheels.

Please select the advisory board(s) on which you currently serve and wish to continue to serve:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustment and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☑ Leisure Services Advisory Board
- ☐ Municipal Firefighters' Pension Trust Fund*
- ☐ Municipal Police Officers' Pension Trust Fund*
- ☐ Neighborhood Improvement Advisory Board
- ☐ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

Please select any ADDITIONAL advisory board(s) for which you wish to be considered:

- ☐ Aviation Advisory Board
- ☐ Board of Adjustment and Appeals *
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☑ Historic Landmark Preservation Board
- ☐ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Municipal Firefighters' Pension Trust Fund*
- ☐ Municipal Police Officers' Pension Trust Fund*
- ☑ Neighborhood Improvement Advisory Board
- ☐ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file annual financial disclosure forms.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

Please briefly describe why you should be considered for appointment (or reappointment) to any board(s), also include anything else you think we should know about you and your interest in serving on behalf of the City.*

I thoroughly enjoy getting to learn more about our beautiful city and what we are doing to maintain and upkeep it. I make it a point to attend as many of the meetings as I can and I would really like to continue to serve our community.

Any additional comments regarding meeting availability:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

Print

Advisory Board Interest Application - Submission #5263

Date Submitted: 11/17/2024

Please select the advisory board(s) for which you wish to be considered:*

- ☐ Aviation Advisory Board
- ☐ Board of Adjustments and Appeals*
- ☐ Budget Advisory Board
- ☐ Brownfield Advisory Board
- ☐ Citizens' Law Enforcement Advisory Board
- ☐ General Employees' Pension Fund*
- ☐ Historic Landmark Preservation Board
- ☑ Housing Authority
- ☐ Human Resources Board
- ☐ Leisure Services Advisory Board
- ☐ Firefighters' Pension Trust Fund*
- ☐ Police Officers' Pension Trust Fund*
- ☐ Neighborhood Improvement Advisory Board
- ☐ Planning Board*
- ☐ Quality of Life Advisory Board
- ☐ Intergovernmental Appointments**

ALL ADVISORY BOARDS ARE SUBJECT TO THE "SUNSHINE LAW." Advisory board members are required to be residents of the City of Ormond Beach, and are required to meet attendance requirements.

Members of these advisory boards are required to file a financial disclosure form within 30 days of appointment to the board.

****To boards such as River to Sea Citizens' Advisory Committee, Volusia Growth Management Commission, etc.***

PERSONAL:

First Name:* Lindsey

Last Name:* Wolf

Email Address:* lindseyawolf@outlook.com

Home Address:* 156 Lucky Drive

City:* Ormond Beach

State:* FL

Zip:* 32176

Personal Phone:*

4074323849

Work Address:

2110 Ocean Shore Boulevard

City: Ormond Beach

State: Florida

Zip: 32176

Work Phone:

Present Occupation:

Real Estate Agent

How long have you been a resident of Ormond Beach:*

6.5 years

How long have you lived in Volusia County:*

10.5 years

Are you currently serving on a City advisory board?*

- [x] Yes
- [ ] No

Have you ever served on a City advisory board?*

- [x] Yes
- [ ] No

If yes, which board(s)?

Leisure Services Advisory Board

EDUCATION:

High School:	Date Graduated:
Westminster Academy	2001

College:	Date Graduated:
University of Central Florida	2006

Degree:

Business Administration

Other Training:

I have been the Chair of the New Realtor Forum for DBAAR for the last two years and was Vice Chair the year prior. I also serve on our Grievance Committee and was previously on YPN, Member Services and Government Affairs.

EXPERIENCE:

Company/Employer and type of business or area of experience:*

Realty Pro's Assured - in Real Estate Sales and therefore care about housing in our area.

Company/Employer and type of business or area of experience:*

Holt Appraisal Firm - I am currently working on my Appraiser's license and the more connected I am to the housing market, the better I can serve my clients.

Company/Employer and type of business or area of experience:*

Loyal Source Government Services - Previous Employer, but directly delt with government contractors.

COMMUNITY INVOLVEMENT:

Please list civic, religious, fraternal, etc., affiliations (include organization name, activity, and dates):*

I am a member of the Ormond Beach Chamber (since 2021) and a graduate of the Leadership Class this year. I am a member of DBAAR (since 2020), was Chair of New Realtor Forum for the last two years and Vice Chair the year prior, I also did Leadership for DBAAR in 2022. I am a member (2021) and the first Woman to be on a committee or hold a board position for the Daytona Beach Quarterback Club and I am on the Leisure Services Advisory Board (last two years). I also drive for Meals on Wheels and have been since about June of this year. I recently was included to help with Ormond Mainstreet putting on Riverfest and hope to continue with that.

INTEREST:

Please provide a brief statement concerning your interest in advisory boards and your willingness to serve as a member. *

I love Ormond. I am a Florida native and I love this city and passionately care about it thriving. I am willing to serve on any committee to make sure that Ormond is a community that people want to continue to move to and enjoy.

AVAILABILITY:

When would you be available for meetings:*

- [x] Mornings
- [x] Afternoons
- [x] Evenings
- [x] Weekends

Notes regarding availability:

CONFLICTS OF INTEREST:

Can you think of any situation that might constitute a conflict of interest if you are selected to serve on an advisory board on which you may be interested in serving?*

No.

REFERENCES:

Please list three business or personal references:

First Name:

Patty

Last Name:

Lynn

Occupation:

Realtor/Manager

Personal Phone:

386-299-5914

Work Phone:

Address:

First Name: Les

Last Name: Puc

Occupation: Realtor

Personal Phone: 813-449-1111

Work Phone:

Address:

First Name: Paul (Buzzy)

Last Name: Porter

Occupation: Broker/Manager

Personal Phone: 386-547-5545

Work Phone:

Address:

If you have questions concerning the duties and responsibilities of any of the advisory boards, please contact the City Clerk at 386-676-3331.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.U

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-21
Strategic Goal:	Quality of Life - Other		
Department:	Finance - Grants		
Subject:	Community Development Block Grant (CDBG) Amendments		
Summary:	On July 24, 2024, staff received an email from Volusia County Community Assistance that it would be accepting applications for CDBG eligible capital improvement projects utilizing the Fiscal Year (FY) 2024-2025 countywide allocation and previously unallocated funds. At the September 4, 2024, City Commission meeting staff was given permission to submit applications for additional CDBG funding through Volusia County Community Assistance as recommended by the Neighborhood Improvement Advisory Board (NIAB). Staff was given permission to submit an application for the use of excess funding from the City's previous years' completed CDBG projects for a new eligible project also recommended by the NIAB. On December 6, 2024, staff was notified of the approval of the projects below for additional CDBG funding and to use the City's excess CDBG funding: **Central Park (Division Avenue, north side) Wood Boardwalks and Concrete Trail** (Additional Funding) – Installation of 820 lineal feet of ADA compliant 8-foot wide wood boardwalk northeast of the retention pond and through the woods and 270 lineal feet of ADA compliant 8-foot wide concrete trail on the northside of the retention pond near the EDC and connect to the existing sidewalk system at the EDC. This new project will be added to the City's CDBG FY 2024-25 Subrecipient Agreement as an amendment in the amount of $343,259. **Division Avenue ADA Compliant Sidewalk** (Excess Funding) – Removal of the existing 4' wide non-ADA sidewalk and replacement with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the northside of Division Avenue from		

	South Ridgewood Avenue to Bostrom Lane and 45 feet of sidewalk on the east side of South Washington Street. This project will be added to the City's CDBG Subrecipient Agreement for FY 2021-22 in the amount of $9,216.75; and, to the City's CDBG Subrecipient Agreement for FY 2022-23 in the amount of $31,179 as amendments.
Financial Impact:	CDBG funded activities are reimbursable from the Department of Housing and Urban Development (HUD) via Volusia County. No matching funds are required.
Citizen Impact:	The projects recommended will benefit citizens located within the City's CDBG priority areas, those living adjacent to the CDBG priority areas, and visitors to Ormond Beach.
Recommended Action (Staff, Advisory Board and/or Other):	Staff requests authorization of the execution of the amendments adding these projects to the appropriate CDBG funding years.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 25-21 CDBG Amendments (P24-0243G) 2. Ormond Beach FY 21.22 Amendment 3 3. Ormond Beach FY 22.23 Amendment 3 4. Division Ave Sidewalk Map 5. Ormond Beach FY 24.25 Amendment 1 6. Ormond Beach 7. Central Park ADA Trails Map
Approval:	Kelly McGuire, Finance Director 12/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/16/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-21

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR FISCAL YEARS 2021-2022, 2022-2023, AND 2024-2025, BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and the County of Volusia have entered into Community Development Block Grant (CDBG) Subrecipient Agreements for FY2021-2022, FY2022-2023, and FY2024-2025, and said agreements allow for Amendments through writing upon the mutual approval of the City of Ormond Beach and County of Volusia, 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 the Amendments attached hereto and incorporated herein by reference to the Community Development Block Grant Subrecipient Agreements for FY2021-2022, FY2022-2023, and FY2024-2025, to authorize a time extension of said agreements, update the Statement of Work of said agreements, and reflect internal fund transfers and new funding allocations as follows:

a) Transfer $9,216.75 from Fiscal Year 2021-2022 “Tomoka Avenue Sidewalk Improvement” to Fiscal Year 2021-2022 “Division Avenue Sidewalk Improvement”;

b) Transfer $4,933.00 from Fiscal Year 2022-2023 “Tomoka Avenue Sidewalk Improvement” to Fiscal Year 2022-2023 “Division Avenue Sidewalk Improvement”;

c) Transfer $26,246.00 from Fiscal Year 2022-2023 “N. Ridgewood Avenue Sidewalk Improvement” to Fiscal Year 2022-2023 “Division Avenue Sidewalk Improvement”; and

d) Authorize an Amendment to the CDBG Agreement for Fiscal Year 2024-2025 to allocate additional CDBG funding in the amount of $343,259.00 for a new eligible project: “Central Park – Division Avenue ADA Wood Boardwalks and Concrete Trail”.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

December 6, 2024

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

Re: FY 2021/22 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment

Dear Ms. Shanahan,

This letter will approve the following changes to the subject agreement as approved by Volusia County Council on December 3, 2024.

1. Amendment Journal

Amendment 1	3/4/2022
Amendment 2	12/11/2023
Amendment 3	12/6/2024

2. Time Extension

The expiration of the subject agreement is extended to 9/30/2025.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

- Division Avenue Sidewalk Improvement: Be responsible for the removal of the existing 4' wide non-ADA sidewalk and replacement with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the northside of Division Avenue and 45 feet of sidewalk on the east side of South Washington Street.

SECTION B – AREA SERVICES

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Division Avenue Sidewalk Improvement	80600/3	68.30%

SECTION C – WORK SCHEDULE

Description of Activities	Time	Quantity	Milestone
Division Avenue Sidewalk Improvement	October 1, 2024 to September 30, 2025	1,155 LMI Persons	Completion by September 30, 2025

SECTION E - LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Activity	Units per Month	Total Units per Year
Division Avenue Sidewalk Improvement	N/A	1,155 LMI Persons

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
Tomoka Avenue Sidewalk Improvement	$33,542	($9,216.75)	$24,325.25
Division Avenue Sidewalk Improvement	$0	$9,216.75	$9,216.75
S. Washington Street Sidewalk Improvement	$117,623	$0	$117,623
Hope Place Public Service	$22,500	$0	$22,500
Total	**$173,665**		**$173,665**

A revised Request for Monthly Funds Reimbursement and Expense Summary Form will be provided once the amendment has been executed. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. **The county will not sign the amendment until the project has been environmentally cleared by HUD. Please do not move forward with project activities until an Authorization to Proceed is issued.** A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

City Manager

Date

Mayor

Date

Volusia County

Community Assistance Director

Date

December 6, 2024

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

Re: FY 2022/23 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment

Dear Ms. Shanahan,

This letter will approve the following changes to the subject agreement as approved by Volusia County Council on December 3, 2024.

1. Amendment Journal

Amendment 1	2/23/2023
Amendment 2	12/11/2023
Amendment 3	12/6/2024

2. Time Extension

The expiration of the subject agreement is extended to 9/30/2025.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

- Division Avenue Sidewalk Improvement: Be responsible for the removal of the existing 4' wide non-ADA sidewalk and replacement with a new 5' wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the northside of Division Avenue and 45 feet of sidewalk on the east side of South Washington Street.

SECTION B – AREA SERVICES

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Division Avenue Sidewalk Improvement	80600/3	68.30%

SECTION C – WORK SCHEDULE

Description of Activities	Time	Quantity	Milestone
Division Avenue Sidewalk Improvement	October 1, 2024 to September 30, 2025	1,155 LMI Persons	Completion by September 30, 2025

SECTION E - LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Activity	Units per Month	Total Units per Year
Division Avenue Sidewalk Improvement	N/A	1,155 LMI Persons

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
Tomoka Avenue Sidewalk Improvement	$4,933	($4,933)	$0
N. Ridgewood Avenue Sidewalk Improvement	$144,470	($26,246)	$118,224
Division Avenue Sidewalk Improvement	$0	$31,179	$31,179
Hope Place Public Service	$22,500	$0	$22,500
Total	**$171,903**		**$171,903**

A revised Request for Monthly Funds Reimbursement and Expense Summary Form will be provided once the amendment has been executed. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. **The county will not sign the amendment until the project has been environmentally cleared by HUD. Please do not move forward with project activities until an Authorization to Proceed is issued.** A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

_____
City Manager

_____
Date

_____
Mayor

_____
Date

Volusia County

_____
Community Assistance Director

_____
Date



DIVISION AVE
NORTH SIDE SIDEWALK
IMPROVEMENTS

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2024

N
W E
S

December 6, 2024

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

Re: FY 2024/25 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment

Dear Ms. Shanahan,

This letter will approve the following changes to the subject agreement as approved by Volusia County Council on December 3, 2024.

1. Amendment Journal

Amendment 1 12/6/2024

2. Time Extension

The expiration of the subject agreement is extended to 12/31/2025.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

- Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail: Be responsible for the installation of 820 lineal feet of ADA compliant 8-foot-wide wood boardwalk northeast of the retention pond and through the woods and 270 lineal feet of ADA compliant 8-foot-wide concrete trail on the north side of the retention pond at the Environmental Discovery Center (EDC).

SECTION B – AREA SERVICES

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail	80600/1,2,3 / 80803/1,2,3 / 80805/1,2 / 80807/1 / 80808/2 / 80809/2 / 80901/1 / 81001/1,2	54.51%

SECTION C – WORK SCHEDULE

Description of Activities	Time	Quantity	Milestone
Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail	January 1, 2025 to December 31, 2025	10,820 LMI Persons	Completion by December 31, 2025

SECTION E - LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

Activity	Units per Month	Total Units per Year
Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail	N/A	10,820 LMI Persons

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity	Funding Fiscal Year	Budget
Central Park - Division Avenue ADA Wood Boardwalks and Concrete Trail	2021/22	$55,647
	2022/23	$81,265
	2023/24	$68,352
	2024/25	$137,995
Total		**$343,259**

While the project is being funded out of multiple fiscal years, all monthly reporting will be completed in FY 2024/25.

A revised Request for Monthly Funds Reimbursement and Expense Summary Form will be provided once the amendment has been executed. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. **The county will not sign the amendment until the project has been environmentally cleared by HUD. Please do not move forward with project activities until an Authorization to Proceed is issued.** A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

City Manager

Date

Mayor

Date

Volusia County

Community Assistance Director

Date

COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25

TABLE OF CONTENTS

1. RESPONSIBILITY FOR GRANT ADMINISTRATION 2
2. OTHER PROGRAM REQUIREMENTS 2-3
3. SCOPE OF SERVICES 3
4. TIME OF PERFORMANCE 3
5. COMPENSATION 3
6. METHOD OF PAYMENT 3
7. COMPLIANCE WITH REGULATIONS 3
8. MAINTENANCE AND AVAILABILITY OF RECORDS 4
9. REQUEST FOR MONTHLY REIMBURSEMENT 4
10. PROGRAM INCOME 4
11. REVERSION OF ASSETS 5
12. SUBCONTRACTING 5
13. SUSPENSION AND TERMINATION 5-6
14. AUDIT 6
15. CONFLICT OF INTEREST 6
16. INDEMNIFICATION 6-7
17-30. ADDITIONAL PROVISIONS 7-11
31. AMENDMENTS 11
SIGNATURE PAGE 12
ATTACHMENT I – STATEMENT OF WORK 13-15
ATTACHMENT II -- BUDGET 16
ATTACHMENT III – CERTIFICATIONS AND OTHER REGULATIONS 17-23
ATTACHMENT IV – RECORDS TO BE MAINTAINED 24-27
ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT 28-34

COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration**: In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.

2. **Other Program Requirements**: This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:

    a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and

c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.

3. **Scope of Services**: The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.

4. **Time of Performance**: This AGREEMENT shall take effect from October 1, 2024 through and including September 30, 2025. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.

5. **Compensation**: The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.

6. **Method of Payment**: Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations**: The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.

8. **Maintenance and Availability of Records**: In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

   Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

   Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

   This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.

10. **Program Income**: All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.

11. **Reversion of Assets**: Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand

at the time of expiration and shall assign any accounts receivable attributable to the use of CBBG funds to the COUNTY. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or

b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).

12. **Subcontracting**: All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to **all** provisions of this AGREEMENT. **All subcontracts must be submitted to the COUNTY for its prior written approval and are subject to such approval prior to any execution thereof**.

13. **Suspension and Termination**: The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:

a. Violates any provision of this AGREEMENT; or

b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or

c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or

d. Fails to complete performance in a timely manner; or

e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

a. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;
b. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.

14. **Audit**: The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

    Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

    a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).

    b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.

    c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.

    d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

16. **Indemnification**: The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental

agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions**: Notwithstanding anything set forth in this AGREEMENT to the contrary, 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 (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.

18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.

19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.

20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.

21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear

their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS**. Pursuant to section 119.0701(2)(a), Florida Statutes, the COUNTY is required to provide SUBRECIPIENT with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, SUBRECIPIENT acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the COUNTY is required to:

A. Keep and maintain public records required by the COUNTY to perform the services and work provided pursuant to this AGREEMENT.

B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 AGREEMENT term and following completion or termination of the AGREEMENT if the SUBRECIPIENT does not transfer the records to the COUNTY.

D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the COUNTY all public records in the possession of the SUBRECIPIENT or keep and maintain public records required by the COUNTY to perform the service. If the SUBRECIPIENT transfers all public records to the COUNTY upon completion or termination of the AGREEMENT, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion or termination of the AGREEMENT, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Pursuant to current state law, requests to inspect or copy public records relating to the COUNTY'S AGREEMENT for services must be made directly to the COUNTY. If SUBRECIPIENT receives any such request, SUBRECIPIENT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the SUBRECIPIENT of such request, and the SUBRECIPIENT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

SUBRECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. SUBRECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUBRECIPIENT'S failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by SUBRECIPIENT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. SUBRECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against SUBRECIPIENT from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.

24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public

Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of COUNTY:	**with a copy of legal notices to:**
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 121 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT:	**with a copy of legal notices to:**
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.

27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.

29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

31. **Amendments**: Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2024/25

SIGNATURE PAGE

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

Joyce Shanahan — 9/3/24

Joyce Shanahan
City Manager
City of Ormond Beach

Date

Carmen Hall — 12/5/2024

Carmen Hall
Community Assistance Director
County of Volusia

Date

Bill Partington — 9/4/2024

Bill Partington
Mayor
City of Ormond Beach

Date

SEP 9 PM 3:22

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to and providing technical assistance as requested.

2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.

3. The County's Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.

2. Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.

3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.

4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities

5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
Military Boulevard Sidewalk	80805/1	67.92%
Public Services		
Hope Place Family Support Specialist	N/A	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	October 1, 2024 to September 30, 2025	1,260 LMI Persons	Completion by September 30, 2025
Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.		700 Homeless Persons	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The SUBRECIPIENT agrees to provide the following level of program services:

Activity	Units per Month	Total Units per Year
Military Boulevard Sidewalk	N/A	1,260 LMI Persons
Hope Place Family Support Specialist	N/A	700 Homeless Persons

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
   - Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
   - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
   - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
   - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
   - Section IV - Plan of Action (POA) must be submitted for the following activities: Military Boulevard Sidewalk.
     i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **$199,463**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OFACTIVITY	BUDGET
City of Ormond Beach	Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	$169,544
City of Ormond Beach	Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	$29,919
TOTAL		**$199,463**

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

   Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance, including CDBG, as follows:

   a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.

   b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

   c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

   d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.

f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPEINTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards

Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

SECTION Q – COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.

2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.

3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.

5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.

2. For each activity determined to benefit LMI persons based on the area served by the activity:

   a. The boundaries of the service area;

   b. The income characteristics of families and unrelated individuals in the service area; and

c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Military Boulevard Sidewalk: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:

   a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or

   b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or

   c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.

4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.

6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.

7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:

   a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).

   b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or

maintain any particular statistical measure by race, ethnicity or gender in covered programs.

c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.

d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.

g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 75:

    1. Project description, location, total funding limit and the period of performance.

2. A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.

3. If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.

4. Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.

8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Monthly Reimbursement Request and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- Section I – Monthly Reimbursement Request and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Military Boulevard Sidewalk.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Family Support Specialist.
- Section IV - Plan of Action must be submitted for the following activities: Military Boulevard Sidewalk.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstration employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I

FY 2024/25
Community Development Block Grant
Monthly Reimbursement Request and Expense Summary Form

City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

Contact Person: _____ **Telephone:** _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

Reimbursement Funds Requested for this Period: **Final Request:** ☐ Yes ☐ No

What timeframe did the original expenses occur? From _____ To _____

Description of Activity	Total Budget	Expenses This Month	Expenses To-Date	Available Balance
Military Boulevard Sidewalk: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the West and East sides of Military Boulevard.	$169,544			
Hope Place Family Support Specialist: Be responsible for hiring a Family Support Specialist to provide comprehensive support and assistance to families experiencing homelessness at Hope Place Shelter.	$29,919			
Total	**$199,463**			
AMENDMENT JOURNAL				

I certify that the above costs are true and valid costs incurred in accordance with the subject agreement.

Fair Housing Activities Description:
(fair housing activities must be reported at least every quarter) _____

Agency Authorized Signature: _____ **Request Date:** (actual date signed) _____

Print Name of Agency Authorized Signature: _____

SECTION II A – CDBG Capital Project Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Military Boulevard Sidewalk

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____ Actual award: (if known) _____

   Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

   If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

    Is this still applicable: ☐ Yes ☐ No

    If not, describe changes and/or proposed procurement method:

    _____

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

    _____

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

    _____

SECTION II B – CDBG Public Service Status Report FY 2024/25

Subrecipient: City of Ormond Beach

Project Name: Hope Place Family Support Specialist

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation: _____ Project budget: _____

   Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

   If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date:_____

11. Percent of project/activity completed to date:_____

12. Describe specific work tasks and quantified accomplishments completed this month:

    _____

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

    _____

SECTION III -- LMI CDBG Clientele Status Report FY 2024/25

Subrecipient City of Ormond Beach **Activity Name** Hope Place Family Support Specialist

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month	

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report Instructions

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.
Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.
American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.
Asian & White: A person having origins of both of the above-mentioned characteristics.
Black/African American & White: A person having origins of both of the above-mentioned characteristics.
American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2024/25

Subrecipient	**CITY OF ORMOND BEACH**
Project Name	**Military Boulevard Sidewalk**

Is project being implemented by forced labor (employees of the Subrecipient)? ☐ Yes ☐ No

Milestones	Originally Submitted Date	Current Amended Date *(if applicable)*	Requesting Amended Date *(if applicable)*	Actual Date
Authorization to Proceed Received	10/1/2024			
Technical Design & Procurement Documents, Municipality Approved	12/6/2024			
Complete Solicitation Package Submitted to Volusia County	12/9/2024			
Solicitation Package Approved by Volusia County	12/16/2024			
Solicitation Advertised	2/16/2025			
Pre-Bid Meeting	3/4/2025			
Bid Opening	3/18/2025			
Contract Award	4/15/2025			
Pre-Construction Meeting	5/5/2025			
Issue Notice to Proceed	5/12/2025			
Project Start Date	5/12/2025			
Project Completed	8/31/2025			
All Reimbursement Requests Submitted to Volusia County	9/30/2025			



DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

CENTRAL PARK

PROPOSED CONCRETE AND BOARDWALK TRAIL

DATE: 9/4/24	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 1 of 1

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.V

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-22
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	MOU - Daytona Beach and Holly Hill, Utilization of Regional Fireground Support Trailer		
Summary:	In early 2024, the Daytona Beach Fire Department applied for a Federal Assistance to Firefighters grant in order to obtain a fireground support trailer for regional use by the Daytona Beach, Holly Hill, and Ormond Beach Fire Departments. The trailer would be available to be used on emergency incident scenes, as a means to provide the ability to refill breathing air cylinders for fire units actively engaged in firefighting. Currently, fire crews are limited to the small amount of extra cylinders carried on the fire apparatus. On extended and large-scale incidents, empty cylinders must be shuttled back to Fire Station 93 to be refilled, and then brought back to the scene, creating logistical issues and potentially delaying continued fireground operations. In September 2024, Daytona Beach was notified of receiving a grant award. This MOU outlines the roles and responsibilities of each agency in the procurement, use, maintenance, and grant requirements for this piece of equipment.		
Financial Impact:	Daytona Beach is the "host" agency and will bear the costs of procurement, housing, maintenance and response. The MOU requires a 5% share of maintenance and repair costs to be paid by the City of Ormond, and another 5% by the City of Holly Hill, which is required for the regional grant application.		
Citizen Impact:	This equipment will enhance and expand the ability of the Ormond Beach Fire Department to respond to and maintain continuity of operations on extended and large-scale emergency incidents.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the MOU between Daytona Beach, Holly Hill, and Ormond Beach.
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270
Attachments:	1. 25-22 MOU w-DB HH AFG grant admin (P24-0212G) 2. 2024-320 FY2023 AFG Grant MOU 3. CITY OF HOLLY HILL - FY2023 AFG Grant Memorandum of Understanding 4. Ormond signature page 5. STAR70DELUXE_01
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-22

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORMOND BEACH, THE CITY OF DAYTONA BEACH AND THE CITY OF HOLLY HILL REGARDING THE ADMINISTRATION OF AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PROCUREMENT OF A MOBILE BREATHING AIR TRAILER; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into a Memorandum of Understanding with the City of Daytona Beach and the City of Holly Hill, for the purpose of setting forth each party's responsibilities in the administration of an Assistance to Firefighters Grant for the procurement of a mobile breathing air trailer, a copy of said Memorandum of Understanding being attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Memorandum of Understanding between the City of Ormond Beach, the City of Daytona Beach and the City of Holly Hill, regarding the administration of an Assistance to Firefighters Grant for the procurement of a mobile breathing air trailer.

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

APPROVED AND AUTHENTICATED, this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

FY2023 AFG Grant Memorandum of Understanding

WHEREAS The City of Daytona Beach, City of Holly Hill, and City of Ormond Beach came together to collaborate and to submit an application for a Assistance to Firefighters Grant ("Grant") for the procurement of a Mobile Breathing Air Trailer (Known hereafter as "Equipment"); the Cities of Daytona Beach, Holly Hill, and Ormond Beach may be referred to herein collectively as "Cities;" and

WHEREAS the Cities listed above agree to enter into this Memorandum of Understanding for the administration of the Grant by the City of Daytona Beach as the lead or host agency and the Cities of Holly Hill and Ormond Beach as partnering entities as stated in the Grant application; and

WHEREAS the Cities herein desire to enter into this Memorandum of Understanding setting forth the services and responsibilities of the Cities; and

WHEREAS the application prepared and approved by the Cities was submitted to the Federal Emergency Management Agency (FEMA), and the Grant was awarded in the amount of $61,712.

NOW, THEREFORE, it is hereby agreed by and between the Cities as follows:

I) Description of Partner Agencies

A) Daytona Beach Fire Department ("DBFD"), Holly Hill Fire Department ("HHFD"), and Ormond Beach Fire Department ("OBFD") represent the entirety of the official local fire protection agencies for their respective areas. Each entity is in good standing with regards to laws and statutes that govern fire departments in respect to this agreement at the time of the signing of this MOU.

II) Application

A) Throughout the application process it was known by the Cities that DBFD would be the "Host" agency, meaning all matters regarding the grant administration process will be handled by DBFD staff. Staff of HHFD and OBFD provided DBFD at time of application all required information for the application process including but not limited to budgets, personnel rosters, and equipment lists as were required for the Grant application.

III) Roles and Responsibilities

A) Each Partner to this agreement will provide all required information needed for Grant administration and reporting in a timely manner as set by DBFD staff in accordance with all rules and regulations set forth by FEMA. Any delay, and/or neglect in providing this information may subsequently result in this MOU being deemed null and void at the option of signors.

B) Each Partner shall provide true and accurate information, such as response figures based upon real data regarding their respective agencies.

C) DBFD will be responsible for payment of matching funds of ($6442.75) as required by the Grant and the Equipment shall become the property of the City of Daytona Beach.

KG

D) The Equipment shall be purchased by DBFD following the Purchasing Code of the City of Daytona Beach meeting all applicable Grant requirements.

E) The Cities are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.

F) All Equipment will be inventoried and deployed by DBFD as the host agency. Each HHFD and OBFD are responsible for inspection of the equipment upon delivery by DBFD.

G) Maintenance and repair of the Equipment received through the grant will be the shared responsibility of the Cities. Any repair and maintenance services will be procured by DBFD. Financial responsibilities as a percentage for maintenance and repair shall be: DBFD – 90%, HHFD – 5%, OBFD – 5% until this agreement is terminated.

H) Filling of the breathing air system will be performed only at sites with a current and valid air quality certificate.

I) The Equipment is a deployable resource which shall be requested through the Volusia County Dispatch Center. DBFD is responsible for transporting the Equipment to the requested training event or incident.

IV) Timeline

A) The roles and responsibilities under this Memorandum of Understanding shall remain in effect for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

V) Grant close-out Responsibilities

A) Cities shall be required to report NFIRS (NERIS) data to FEMA for a period of not less than 3 years following the award of grant monies as required by FEMA.

B) Cities shall provide all requested information and documentation to DBFD in a timely manner as required by FEMA grant close-out requirements.

VI) Commitment

A) The Cities' service area includes the City of Daytona Beach, City of Holly Hill, and City of Ormond Beach.

B) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

VII) Indemnification

Each City undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees, all risk of dangerous conditions brought about by its acts and omissions with regard to this MOU. Nothing in this MOU inures to the benefit of any third party for the purpose of allowing any claim against the Cities, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law, nor may anything in this MOU be

interpreted or otherwise construed to require any City to indemnify or otherwise insure another City for the other City's own negligence in contravention of § 768.28, Florida Statutes.

WITNESSES:

Witness: Kim L. Gadson

Print Name: Kim L. Gadson

Witness: Jennifer Marquart

Print Name: Jennifer Marquart

THE CITY OF DAYTONA BEACH, a Florida municipal corporation

By: _____

Derick L. Henry, Mayor

Attest: Letitia LaMagna

Letitia LaMagna, City Clerk

Date: 10-03-24

Approved as to legal form:

By: _____

Ben Gross, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of October, 2024, by Derrick L. Henry, as Mayor of the City of Daytona Beach, a municipal corporation, on behalf of the corporation. He is personally known to me.

Jennifer Blynch

Notary Public

JENNIFER B LYNCH
Notary Public - State of Florida
Commission # HH 288894
My Comm. Expires Jul 17, 2026
Bonded through National Notary Assn.

WITNESSES:

THE CITY OF HOLLY HILL, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

Chris Via, Mayor

Witness: _____

Print Name: _____

Attest: _____

Valerie Manning, City Clerk

Date: _____

Approved as to legal form:

By: _____

Scott Simpson, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Chris Via, as Mayor of the City of Holly Hill, a municipal corporation, on behalf of the corporation. He is personally known to me.

_____

Notary Public

WITNESSES:

THE CITY OF ORMOND BEACH, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

Bill Partington, Mayor

Witness: _____

Print Name: _____

Attest: _____

Susan Carroll Dauderis, City Clerk

Date: _____

Approved as to legal form:

By: _____

Randy Hayes, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bill Partington, as Mayor of the City of Ormond Beach, a municipal corporation, on behalf of the corporation. He is personally known to me.

_____

Notary Public

FY2023 AFG Grant Memorandum of Understanding

WHEREAS, The City of Daytona Beach Fire Department (Known hereafter as "DBFD"), City of Holly Hill Fire Department (Known hereafter as "HHFD"), and City of Ormond Beach Fire Department (Known hereafter as "OBFD") come together to collaborate and to make an application for a Assistance to Firefighters Grant for the procurement of a Mobile Breathing Air Trailer (Known hereafter as "Equipment"); and

WHEREAS, the partners listed above (Known hereafter as Partners) agree to enter into a collaborative agreement in which DBFD will be the lead agency as named applicant and the other agencies are partnering entities to the application; and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the Partners; and

WHEREAS, the application prepared and approved by the Partners through its respective authorities has been submitted to the Federal Emergency Management Agency (FEMA) and awarded.

I) Description of Partner Agencies

A) DBFD, HHFD, and OBFD (Partners) represent the entirety of the official local fire protection agencies for their respective areas. Each entity is in good standing with regards to laws and statutes that govern fire departments in respect to this agreement at the time of the signing of this MOU.

II) Application

A) Throughout the application process it was known by the Partners that DBFD will be the "Host" agency meaning all matters regarding the grant administration process will be handled by DBFD staff. Staff of HHFD and OBFD have provided DBFD at time of application with all required information for the application process including but not limited to: budgets, personnel rosters, and equipment lists as were required for the grant application.

III) Roles and Responsibilities

A) NOW, THEREFORE, it is hereby agreed by and between the Partners as follows: Each Partner to this agreement will provide all required information pertaining to the grant in a timely manner as set by DBFD staff. Any delay, and/or neglect in providing this information may subsequently result in this MOU being deemed null and void at the option of signors.

B) Each party shall provide true and accurate information, such as response figures based upon real data regarding their respective agencies.

C) DBFD will be responsible for payment of matching funds as required by the grant authority and the Equipment shall become the property of the City of Daytona Beach.

D) The Equipment shall be purchased by DBFD following the Purchasing Code of the City of Daytona Beach meeting all applicable grant requirements.

E) The Partners will provide the needed documentation and information in order to "close-out" the grant in accordance with all rules and regulations set forth by FEMA

F) All agencies are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.

G) All Equipment will be inventoried and deployed by the host agency. Each agency is responsible for inspection of the equipment upon taking delivery.

H) Maintenance and repair of the Equipment received through the grant will be the shared responsibility of the Partners. Any repair and maintenance services will be procured by DBFD. Financial responsibilities as a percentage for maintenance and repair shall be: DBFD – 90%, HHFD – 5%, OBFD – 5% for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

I) Filling of the breathing air system will be performed only at sites with a current and valid air quality certificate.

J) The Equipment is a deployable resource which shall be requested through the Volusia County Dispatch Center. DBFD is responsible for transporting the Equipment to the requested training event or incident.

IV) Timeline

A) The roles and responsibilities under this Memorandum of Understanding shall remain in effect for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

V) Grant close-out Responsibilities

A) All agencies shall be required to report NFIRS (NERIS) data to FEMA for a period of not less than 3 years following the award of grant monies as required by FEMA.

B) All agencies shall provide all requested information and documentation to DBFD in a timely manner as required by FEMA grant close-out requirements.

VI) Commitment to Partnership

A) The Partners service area includes the City of Daytona Beach, City of Holly Hill, and City of Ormond Beach.

B) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

WITNESSES:

THE CITY OF DAYTONA BEACH, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

Derick L. Henry, Mayor

Witness: _____

Print Name: _____

Attest: _____

Letitia LaMagna, City Clerk

Date: _____

Approved as to legal form:

By: _____

Ben Gross, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by Derrick L. Henry, as Mayor of the City of Daytona Beach, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____ Notary Signature

_____ Printed Name

Commission No.: _____

My Commission Expires: _____

WITNESSES:

Witness: _____

Print Name: Randy Ast

Witness: _____

Print Name: Kyle Mahanes

THE CITY OF HOLLY HILL, a Florida municipal corporation

By: _____

John Penny, Mayor

Attest: _____

Valerie Manning, City Clerk

Date: 11/13/2024

Approved as to legal form:

By: _____

Scott Simpson, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 13 day of November 2024 (year), by John Penny, as Mayor of the City of Holly Hill, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Peggy C. Collier
My Commission HH 505450
Expires 3/18/2028

Peggy C Collier Notary Signature

Peggy C Collier Printed Name

Commission No.: HH 505450

My Commission Expires: 3/18/2028

WITNESSES:

THE CITY OF ORMOND BEACH, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

Bill Partington, Mayor

Witness: _____

Print Name: _____

Attest: _____

Susan Carroll Dauderis, City Clerk

Date: _____

Approved as to legal form:

By: _____

Randy Hayes, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by Bill Partington, as Mayor of the City of Ormond Beach, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____ Notary Signature

_____ Printed Name

Commission No.: _____

My Commission Expires: _____

WITNESSES:

THE CITY OF ORMOND BEACH, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

Bill Partington, Mayor

Witness: _____

Print Name: _____

Attest: _____

Susan Carroll Dauderis, City Clerk

Date: _____

Approved as to legal form:

By: _____

Randy Hayes, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Bill Partington, as Mayor of the City of Ormond Beach, a municipal corporation, on behalf of the corporation. He is personally known to me.

_____

Notary Public


STAR-70
MOBILE S.C.B.A.
REFILL UNIT

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.W

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-23
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Fire/EMS Closest Unit Response agreement - Ormond Beach, Volusia County, and Flagler County		
Summary:	The purpose of this agreement is to formalize the current response obligations between the Ormond Beach Fire Department (OBFD), Volusia County Fire Rescue, and Flagler County Fire Rescue. Currently, response to adjoining areas is done via an informal agreement with OBFD responding to calls in the southernmost area of Flagler County to help alleviate delays in emergency response. Through the proposed agreement, the closest fire unit, regardless of agency, will be dispatched to the areas outlined. The agreement also contains provisions for joint training opportunities between the parties, as well as utilization of Flagler County's air ambulance services in the Ormond Beach area. Additional potential benefits include collaborative training among the fire departments, and better ISO ratings. Importantly, the agreement provides for re-evaluation of any response disparities and stipulations for exiting from the agreement if necessary.		
Financial Impact:	None. This agreement does not involve an exchange of funds/payment, as services are exchanged on an equivalent basis.		
Citizen Impact:	This agreement provides improved levels of service for citizens by/for each entity, allowing for a more seamless response, and use of additional Fire/EMS resources and assets not currently available.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Closest Unit Response Agreement between the Ormond Beach Fire Department, Volusia County Fire Rescue, and Flagler County Fire Rescue.
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270
Attachments:	1. 25-23 Automatic Aid Interlocal (P23-0088G) 2. 2024 10 07 ILA Regarding Automatic Aid (7e) Need COOB & Volusia Signatures
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-23

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT REGARDING AUTOMATIC AID, CLOSEST UNIT RESPONSE, MUTUAL AID AND COLLABORATIVE TRAINING BETWEEN THE CITY OF ORMOND BEACH, THE COUNTY OF VOLUSIA AND FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, *Section 163.01, Florida Statutes*, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately, and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property, and

WHEREAS, the execution of an Interlocal Agreement with the County of Volusia and Flagler County regarding automatic aid, closest unit response, mutual aid and collaborative training will benefit the health, safety, and welfare of the citizens, now therefore,

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

SECTION ONE. The City Commission hereby authorizes and directs the Mayor and the City Manager to execute an Interlocal Agreement with the County of Volusia and Flagler County regarding automatic aid, closest unit response, mutual aid and collaborative training. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

INTERLOCAL AGREEMENT REGARDING
AUTOMATIC AID, CLOSEST UNIT RESPONSE,
MUTUAL AID AND COLLABORATIVE TRAINING

THIS INTERLOCAL AGREEMENT is entered into by and between and FLAGLER COUNTY, a political subdivision of the State of Florida, whose address is 1769 E. Moody Boulevard, Building 2, 3rd Floor, Bunnell, Florida 32110, hereinafter referred to as "FLAGLER"; the CITY OF ORMOND BEACH, Florida, a municipal corporation of the State of Florida, whose address is 22 S. Beach Street, Ormond Beach, FL 32174, hereinafter referred to as "ORMOND"; the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "VOLUSIA", collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES desire to provide a uniform emergency response system, known as an "Automatic Aid/Closest Unit Response"; and

WHEREAS, the PARTIES desire to provide mutual aid with regard to fire service, emergency medical services, advanced life support services, and other public safety services to the maximum extent practicable; and

WHEREAS, the PARTIES are not restricted by local, County, State or Federal statute or laws from assisting neighboring providers in controlling or extinguishing fires, addressing other emergency circumstances and providing other essential public safety services; and

WHEREAS, jurisdictional boundaries are common between the PARTIES; and

WHEREAS, calls for assistance occur in areas where a neighboring jurisdiction's emergency units may be closer or available quicker for an emergency response; and

WHEREAS, delays in responding to certain emergency situations, due to availability of emergency apparatus or personnel because of distance or operational status, may result in more severe conditions involving loss of life, injury or loss of property; and

WHEREAS, it is the intent of the PARTIES participating in this Interlocal Agreement to cooperate with each other in order to effectively provide assistance to each other in the interest of the public's health, safety and welfare; and

WHEREAS, this Interlocal Agreement is intended to provide a remedy for jurisdictional problems that could result from the use of facilities, equipment or personnel shared in common by the PARTIES at such emergencies and to enhance the training of fire, paramedic and other public safety personnel; and

WHEREAS, joint response or closest unit response or automatic aid or mutual aid may result in a reduction of fire insurance rates for the citizens of each jurisdiction; and

WHEREAS, collaborative and cooperative training of the PARTIES' personnel will result in the enhanced capability, qualifications, training, performance, and level of service of the personnel of the PARTIES; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Chapters 125, 163, 166, 252 and Chapter 401, *Florida Statutes*, and other applicable law.

NOW, THEREFORE, for and in consideration of the covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the PARTIES as follows:

SECTION 1. PURPOSE AND INTENT. The purpose and intent of the PARTIES are set forth in the recitals (whereas clauses) of this Interlocal Agreement and are

incorporated herein.

SECTION 2. DEFINITIONS. The following terms shall have the meanings set forth wherever used in this Interlocal Agreement:

A. Local Authority - The authority having the responsibility to provide Primary Emergency response in a certain jurisdiction.

B. Closest Unit Response - The unit which is pre-determined to be the closest to the emergency scene and which is dispatched first, without regard to the jurisdiction where the emergency occurs.

C. Automatic Aid - The process for automatically assisting in controlling an emergency situation. This entails the dispatch of the formal 911 System.

D. 911 System - The systematic response on a predetermined basis of the emergency units.

E. Incident Commander - The person who assumes overall command of personnel, apparatus, equipment and operations at the incident scene.

SECTION 3. EMERGENCY RESPONSE SYSTEM. An emergency response system, hereafter called the "911 System," will be maintained by each county's Enhanced 911 System.

A. The 911 System will be prepared to indicate the closest or most appropriate emergency units to respond to each type of emergency situation as determined by the local authority with jurisdiction where the emergency is occurring.

B. The 911 System will be regularly monitored and changes will be requested only by the local authority directly affected in coordination with other affected departments or agencies.

C. Each party agrees to respond with available units in accordance with established procedures as set forth in the 911 System.

D. The PARTIES agree to assist one another's emergency medical personnel as may be needed in all necessary ways to include, but not be limited to, assisting in the provision of services and transport of patients of medical facilities.

SECTION 4. CONCEPT OF SERVICES AND SERVICE AREAS. Fire suppression and Emergency Medical Services ("Emergent") closest unit response shall be provided to and by each of the parties which are within a 15 minute drive time of each agencies' fire stations.

Any party to this Agreement who determines it need assistance outside of the 15 minute drive radius may make a mutual aid request from the other parties to this Agreement. Any such requests for non-emergent assistance will be considered as a mutual aid response. Mutual aid services will be granted based upon the operational abilities of the requesting party.

Flagler County will provide aerial fire suppression services to areas within Volusia County and Ormond Beach as part of this closest unit response agreement within 15 miles of the Flagler / Volusia County lines when structures are threatened by fire. Aerial fire suppression services will be available up to one operational period and may be available for longer periods when determined critical to life safety and agreed upon by each agency's fire chief, or designee. Air ambulance services will be provided on a mutual aid basis dependent upon the operational status of Flagler County.

Volusia County will provide hazardous materials response services into Flagler County up to SR 100. Specific to cost recovery for the provision of hazardous

materials response, Flagler County authorizes Volusia County to do so using its current fee structures and ordinances methodologies.

SECTION 5. LOCAL AUTHORITY OPTION. To the extent required or permitted by Chapter 252, *Florida Statutes*, prior to or during an impending local or area-wide disaster such as, but not limited to, wildfire, hazardous material incident, tornado, hurricane or major fire, any local authority may withdraw that jurisdiction's response from the 911 System and retain control locally of all responses of that party's emergency units. Normal operations will be resumed by the County Central Dispatch Center upon conclusion of the local or area-wide emergency and notification by the local authority to the other parties.

SECTION 6. INCIDENT COMMAND. Units responding to an emergency in another jurisdiction shall be under the command of the Incident Commander until released.

SECTION 7. CONSULTATION. Representatives of each party shall meet regularly to review communications and operational procedures and agree to engage in an open and continuous flow of beneficial information.

SECTION 8. REIMBURSEMENT OF COSTS. One year from the Effective Date, and annually thereafter, the PARTIES shall conduct an annual review of the expenses associated with equipment and personnel costs relating to incidents in which they have been called to for assistance under this Agreement. Upon annual review, the PARTIES may modify this Agreement in writing to account for any expenses that are inequitable and to plan for reimbursement by the PARTIES for the year(s) going forward.

SECTION 9. COLLABORATIVE TRAINING. Each party agrees to provide

notice to each of the other PARTIES of all training programs being offered or provided to its personnel and, whenever practicable, to offer such training programs to the personnel of the other PARTIES. The provisions of section shall apply to all collaborative training.

SECTION 10. EMERGENCY MEDICAL PROTOCOLS. The PARTIES agree to provide Emergency Medical Services at the Advanced Life Support (ALS) level services pursuant to this Agreement utilizing the EMS protocols authorized by their respective medical director.

SECTION 11. DISCLAIMER OF AGENCY RELATIONSHIP. The PARTIES agree that all acts and omissions of each party's employees are performed as agents of the employing party. The employees of one party shall not be deemed to be agents of another party by performing any function under the terms of this Interlocal Agreement.

SECTION 12. INDEMNIFICATION. The PARTIES agree that each will defend, indemnify and save the other harmless due to the negligent acts of its own employees, officers, or agents, including volunteers, or due to its negligent operation of equipment. The PARTIES shall each be obligated to indemnify and hold harmless the other PARTIES under this Interlocal Agreement to the extent permitted by law and only to the extent that the other may be held liable under Section 768.28, *Florida Statutes*. This Section shall not be construed as waiving any party's right of sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other provision of law, or as waiving any other defense or limitation which any of the PARTIES may have against any claim or cause of action by any person not a party to this Interlocal Agreement.

SECTION 13. NOTICES. (a) Notices provided for herein or related to the subject matter of this Interlocal Agreement shall be provided to the attention of the

responsible agent at the following address.

(b) Whenever either party desires to give notice unto the other, notice may be sent to:

FLAGLER COUNTY
County Administrator
1769 E. Moody Blvd.
Building 2, 3rd Floor
Bunnell FL 32110

CITY OF ORMOND BEACH
City Manager
22 S. Beach Street
Ormond Beach, FL 32174

COUNTY OF VOLUSIA
County Manager
123 W. Indiana Avenue
DeLand, FL 32720

(c) Any of the PARTIES may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

SECTION 14. EFFECTIVE DATE. This Interlocal Agreement shall be effective as soon as all PARTIES approve, execute duplicate originals hereof, and file with the respective clerks of the parties in accordance with Section 163.01(11), Fla. Stat., and shall remain in full force and effect unless terminated in writing.

SECTION 15. WITHDRAWAL. If any party expresses its intent to withdraw from this Interlocal Agreement, that party shall provide written notice to all other PARTIES no less than ninety (90) days in advance of the effective date of withdrawal. Such withdrawal shall not affect that party's responsibility for events which occurred prior to the effective date of withdrawal.

SECTION 16. CONFLICT OF INTEREST. The PARTIES agree that each will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement with the other party or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 17. TERM. This Interlocal Agreement shall become effective upon the effective date, as set forth in Section 14 herein, and operate perpetually until any party withdraws pursuant to Section 15. Provided however, withdrawal of one party, shall not terminate the Agreement of the remaining PARTIES.

SECTION 18. CONSTRUCTION OF AGREEMENT. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that all PARTIES have contributed substantially and materially to the preparation hereof.

SECTION 19. COUNTERPARTS. This Interlocal Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 20. HEADINGS. All sections and descriptive headings in this Interlocal Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 21. TIME. Time is of the essence with respect to this Interlocal Agreement.

SECTION 22. ENTIRE AGREEMENT. This Interlocal Agreement constitutes

the entire agreement of the PARTIES with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the PARTIES to be bound thereby.

[Signatures on Separate Pages]

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

Attest:

By:_____
Joyce Shanahan
City Manager

CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

DATED this _____ day of _____, 2024.

[Signature page to follow.]

Attest:

By: _____ D.C.
Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY

By: _____
Andrew S. Dance
County Chair

SSM

DATED this 7 day of October, 2024.

[Signature page to follow.]

Witnesses:

COUNTY OF VOLUSIA

By:_____
George Recktenwald
County Manager

By: _____
Jeffrey S. Brower
County Chair

DATED this _____ day of _____, 2024.

[End of document.]

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.X

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-24
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Hudson Wellfield Expansion		
Summary:	This item provides public notice of the City's award of bid for the Hudson Wellfield Expansion project, Bid No. 2024-22 to Hazen Construction, LLC in the amount of $4,317,575. The work consists of drilling 3 new raw water wells and constructing 3 new well houses adjacent to Airport Road at SR40, constructing access roads suitable for fire truck access, and extending the existing raw water main from SR40 to the wells. The City's Hudson Wellfield is currently permitted through Saint Johns River Water Management District (SJRWMD) for an average daily water withdrawal of 7.93 million gallons (MG); of this allocation, the City is currently permitted to withdraw 2.45 MG from the Hudson Wellfield. The installation of 3 new wells in the Hudson Wellfield will help meet rising water demands and provide redundancy in the City's raw water supply. This expansion is permitted in the current capacity provided by the City's Consumptive Use Permit issued by the SJRWMD. Additonally staff is currently working with SJRWMD to extend this permit; while this permit extension will include many components that conserve or reuse water, expansion of the raw water supply ensures the community needs will continue to be fully served. The proposed expansion of the Hudson Wellfield with the three additional wells included in this project was originally included as Water Supply project WS-3, a mid-range objective (5 - 10 year) in the 2015 update of he City's Utility master plan. The importance of this project both to meet the demands of new growth, and provide redundancy in meeting the needs of existing customers was further emphasized in updates to the Utility Master Plan related to Western Ormond utility expansion. On January 24, 2023, the City Commission authorized City continuing contract engineer Mead-Hunt to proceed with design and permit approval of the new wells in this expansion of the City's raw water supply. Mead-Hunt completed plans last summer and staff brought an		

	Intent to Bid (ITB) to the Commission on August 20, 2024. The original cost estimate for this work was performed in 2015 and verified in 2020 with the Utility Master Plan Updates, at those times, a construction cost of approximately $2.5 Million was projected. Utilities construction has seen some of the most volatile price increases in recent years, significantly increasing the project's cost. On October 23, 2024, bids for the project were received and opened. Two companies submitted bids for construction; the bids were $5,709,949.15 and $4,267,575. The low bidder for this project was Hazen Construction, LLC, however, it had a calculation error, which upon correction increased their bid total to $4,317,575. Mead-Hunt has reviewed these bids for accuracy and to ensure that these responses are in line with similar bid responses received by other communities. Mead Hunt and City staff have found Hazen Construction, LLC with a corrected Total Base Bid amount of $4,317,575 as the lowest, responsible and responsive bidder, and recommends them for bid award.
Financial Impact:	Expansion of the City's raw water supply is a fundamental use of water impact fees, utilizing the proceeds from development to fund expansion of the system. The bid amount submitted by Hazen Construction, LLC is $4,317,575. As the amount included in the Fiscal Years 2023-24 budget is $2,572,500, a budget amendment to add $1,745,075 to the project and re-appropriate the total budget in the current fiscal year will be needed to fund this project. Sufficient funding is available in Fund 434 - Water Impact Fees.
Citizen Impact:	This project will provide for increased potable water capacity to ensure that the City's water treatment plant can continue to meet the needs of residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid to Hazen Construction, LLC in the amount of $4,317,575 for the construction of the Hudson Wellfield Expansion project.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 25-24 Hudson Wellfield Exp-Hazen (P24-0221G) 2. Hazen Construction LLC 3. Recommendation of Award 102424 4. BID 2024-22 Addendum No 1 5. Bid 2024-22 Addendum No 2 6. Bid 2024-22 Addendum No 3 7. Bid 2024-22 signed BID tab
Approval:	Kelly McGuire, Finance Director 12/12/2024

	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-24

A RESOLUTION ACCEPTING A BID FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE HUDSON WELLFIELD EXPANSION PROJECT, UNDER BID NO. 2024-22; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-22) regarding construction services for the Hudson Wellfield expansion 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 Hazen Construction, LLC with a bid in the amount of $4,317,575.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Water Impact Fee Fund (434) through a budget amendment and that these funds will not be appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by Hazen Construction, LLC to perform the Project at a total cost not to exceed $4,317,575.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Hazen Construction, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Hazen Construction, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Water Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Hazen Construction, LLC LICENSE NO. CGC061991 CUC1223713

PROJECT IDENTIFICATION: ***Hudson Wellfield Expansion***

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-22

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
9/30/24	1
10/7/24	2
10/14/24	3

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

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

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

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

BID SCHEDULE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization / Demobilization	1	LS	121,436.00	121,436.00
2	Pre-Construction Video	1	LS	6,200.00	6,200.00
3	Field Locate and Expose Existing Utilities	1	LS	5,000.00	5,000.00
4	Survey Layout/As-Builts	1	LS	44,310.00	44,310.00
5	Clearing and Grubbing	1	LS	78,944.00	78,944.00
6	Erosion and Turbidity Control / NPDES Permit Requirements	1	LS	27,652.00	27,652.00
7	Compliance with Florida "Trench Safety Act"	1	LS	8,500.00	8,500.00
8	Maintenance of Traffic	1	LS	21,414.00	21,414.00
9	Unsuitable Material Excavation and Replacement	5	CY	50.00	250.00
10	Well Construction and Testing	3	EA	343,742.00	1,031,226.00
11.1	Furnish and Install 6-in PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	1,600	LF	67.00	107,200.00
11.2	Furnish and Install 8-in PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	750	LF	71.00	53,250.00
11.3	Furnish and Install 12-in PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	1,100	LF	102.00	112,200.00
12	Jack and Bore 24" Steel Casing with 12" Carrier	155	LF	1,123.00	174,065.00
13.1	Resilient Seated Gate Valve and Box – 6"	2	EA	2,232.00	4,464.00
13.2	Resilient Seated Gate Valve and Box – 8"	2	EA	2,726.00	5,452.00
13.3	Resilient Seated Gate Valve and Box – 12"	2	EA	4,405.00	8,810.00
14	Tapping Sleeve	1	EA	11,068.00	11,068.00
15	2" Air Release Valve Assembly	2	EA	5,080.00	10,160.00
16	Furnish, Install and Outfit Well Pump	3	EA	106,373.00	319,119.00
17	Furnish and Install Precast Concrete Well House and Concrete Slab	3	EA	184,279.00	552,837.00
18	Fence Enclosures and Gates	1	LS	48,874.00	48,874.00
19	Gravel Access Road	6,000	SY	80.00	480,000.00

20	Earthwork (Excavation, Fill and Grading)	1	LS	136,873.00	136,873.00
21	Well Entrance Driveway Apron	200	SY	70.00	14,000.00
22	Remove and Replace Concrete Sidewalk	400	SY	99.00	39,600.00
23	Electrical and Instrumentation (Complete)	1	LS	664,749.00	664,749.00
24	Backup Diesel Generator	3	EA	59,974.00	179,922.00
25	Allowances	1	LS	$50,000	$50,000
				TOTAL	

TOTAL BID $ 4,367,575.00
(Figures)

Four Million Two Hundred Sixty Seven Thousand Five Hundred Seventy Five
(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 **270** calendar days after the date when the Contract Time commences to run, and completed within **300** 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) 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: 1599 Tionia Road
Street Address: _____
City, State, Zip Code: New Smyrna Beach FL 32168
Email: Chadshazen@hazenconstruction.net
Telephone No.: 386 322 5700 Fax No.: 386 756 0000

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 Hazen Construction, LLC
(Corporation Name)

Florida
(State of Incorporation)

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

Chad S. Hazen
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest _____

Business address: 1599 Tionia Road
New Smyrna Beach FL 32168

Phone No.: 386 322-8700

Fax No.: 386 756 0000

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
HUDSON WELLFIELD EXPANSION
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
RCP	County Materials
Pipe & Fittings	STALine
Generator	Hipower

Subcontractors:

Work Classification: Jack & Bore

Name: Central Florida Underground

Address: 990 Muller Drive, Altamonte Springs FL 32701

Phone Number: 407-260-9000 Fax Number: 407-260-1599

BID (Cont'd.)
HUDSON WELLFIELD EXPANSION
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Wells

Name: Thompson Well & Pump

Address: PO Box 371 Deland FL 32721

Phone Number: 407-619-2523 Fax Number: 386-740-1753

Work Classification: Electrical

Name: Cates Electric

Address: 247 Carswell Ave. Holly Hill FL 32117

Phone Number: 386 255 8588 Fax Number: 386 255 8618

Work Classification: Concrete

Name: Formasters

Address: PO Box 1026 Lake Helen, FL 32744

Phone Number: 386 228 3003 Fax Number: 386 228 6098

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
HUDSON WELLFIELD EXPANSION
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	3,500	L.F.	$1	$3,500
2. Sheeting/Shoring	1	~~S.F.~~ LS	$5,000	$5,000



10/23/24
Name (signature) Date

Chad S. Hazen
Name (typed or printed)

President
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

10/23/24
Name (signature) Date

Chad S. Hazen
Name (typed or printed)

President
Title

BID (Cont'd.)
HUDSON WELLFIELD EXPANSION
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.

Hazen Construction, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Chad S. Hazen
NAME (PRINT OR TYPE)

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-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: _____

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.

Hazen Construction, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Chad S. Hazen
NAME (PRINT OR TYPE)

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 President of Hazen Construction, LLC
   (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: 10/23, 2024 Signed: _____

Title: President Print Name: Chad S. Hazen

Entity: Hazen Construction, LLC

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 Chad S. Hazen 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: 12/13/24

DONNA ANN HADZEWYCZ
Notary Public - State of Florida
Commission # HH 071488
My Comm. Expires Dec 13, 2024
Bonded through National Notary Assn.

This page must be completed & notarized

END OF BID

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hazen Construction, LLC

1599 Tionia Road, New Smyrna Beach, FL 32168

(*hereinafter called Principal*) and Western Surety Company

(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of with its principal offices in the County Chicago, IL of Cook and authorized to do business in the State of Florida, in the full and just sum of FIVE Percent of amount bid Dollars ($ 5%) good and lawful money of the United States of America, to be paid upon demand of the, 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 ***HUDSON WELLFIELD EXPANSION*** **(Bid No. 2024-22)** 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 2 day October, 2024.

Hazen Construction, LLC
(Principal)

By: _____

ATTEST: R. Sharp
(SEAL)

Western Surety Company
(Surety)

By: Paul A. Locascio
Paul A. Locascio, Attorney-in-Fact & Fla. Resident Agent

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L Dale Waldorff, Benjamin H French, Paul A Locascio, K Wayne Walker, Ronald J Hays, Rebekah F Sharp, Trava Ridlon, Joshua T Morgan, Heather Lynn Hudgins, Individually

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity. 2 October 2024

Form F4280-8-2023

October 24, 2024

Rob Hart
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Email: rob.hart@ormondbeach.org
Hard Copy Mailed Only on Request

RE: HUDSON WELLFIELD EXPANSION
BID NO. 2024-22

Dear Mr. Hart,

The City received two (2) bids on the above referenced project on October 23, 2024. Hazen Construction of New Smyrna Beach, Florida was the low bidder with a bid totaling $4,317,575.00 (bid tabulation attached).

Hazen Construction submitted all of the required documentation in their bid submittal and were found responsive. Hazen had a mathematical error in their bid as they neglected to add the amount of $50,000 for Allowances. Their license is in good standing with no active complaints.

We have worked with Hazen Construction on projects of a similar nature in the past. Therefore, we recommend that the City award this project, in its entirety, to Hazen Construction in the total amount of $4,317,575.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

Justin Kise, P.E.
Project Manager

JK:bf

Attachment: Bid Tabulation

cc: George Lavatelli, April Martti – City of Ormond Beach
Matt Guzinski – Mead & Hunt

HUDSON WELLFIELD EXPANSION
CITY OF ORMOND BEACH
BID NO. 2024-22
BID TABULATION

				HAZEN CONSTRUCTION New Smyrna Beach, FL		AMCON DEVELOPMENT GROUP Winter Springs, FL	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	$121,436.00	$ 121,436.00	$386,106.80	$ 386,106.80
2	Pre-Construction Video	1	LS	$ 6,200.00	$ 6,200.00	$ 3,139.49	$ 3,139.49
3	Field Locate and Expose Existing Utilities	1	LS	$ 5,000.00	$ 5,000.00	$ 12,160.11	$ 12,160.11
4	Survey Layout/As-Builts	1	LS	$ 44,310.00	$ 44,310.00	$ 36,879.15	$ 36,879.15
5	Clearing and Grubbing	1	LS	$ 78,944.00	$ 78,944.00	$142,758.00	$ 142,758.00
6	Erosion and Turbidity Control/ NPDES Permit Requirements	1	LS	$27,652	$ 27,652.00	$38,685.04	$ 38,685.04
7	Compliance with Florida "Trench Safety Act"	1	LS	$8,500	$ 8,500.00	$34,179.64	$ 34,179.64
8	Maintenance of Traffic	1	LS	$21,414	$ 21,414.00	$10,266.17	$ 10,266.17
9	Unsuitable Material Excavation and Replacement	5	CY	$50	$ 250.00	$89.22	$ 446.10
10	Well Construction and Testing	3	EA	$343,742.00	$ 1,031,226.00	$483,879.83	$ 1,451,639.49
11.1	Furnish and Install 6" PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	1,600	LF	$ 67.00	$ 107,200.00	$70.16	$ 112,256.00
11.2	Furnish and Install 8" PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	750	LF	$ 71.00	$ 53,250.00	$119.92	$ 89,940.00
11.3	Furnish and Install 12" PVC Raw Water Main (DR18) AWWA C-900 by Open Cut	1,100	LF	$ 102.00	$ 112,200.00	$149.92	$ 164,912.00
12	Jack and Bore 24" Steel Casing with 12" Carrier	155	LF	$ 1,123.00	$ 174,065.00	$1,000.55	$ 155,085.25
13.1	Resilient Seated Gate Valve and Box - 6"	2	EA	$ 2,232.00	$ 4,464.00	$3,636.40	$ 7,272.80
13.2	Resilient Seated Gate Valve and Box - 8"	2	EA	$ 2,726.00	$ 5,452.00	$4,549.45	$ 9,098.90
13.3	Resilient Seated Gate Valve and Box - 12"	2	EA	$ 4,405.00	$ 8,810.00	$6,778.70	$ 13,557.40
14	Tapping Sleeve	1	EA	$ 11,069.00	$ 11,069.00	$14,267.40	$ 14,267.40
15	2" Air Release Valve Assembly	2	EA	$ 5,080.00	$ 10,160.00	$11,688.20	$ 23,376.40
16	Furnish, Install and Outfit Well Pump	3	EA	$106,373.00	$ 319,119.00	$20,842.85	$ 62,528.55
17	Furnish and Install Precast Concrete Well House and Concrete Slab	3	EA	$184,279.00	$ 552,837.00	$146,194.36	$ 438,583.08
18	Fence Enclosures and Gates	1	LS	$ 48,874.00	$ 48,874.00	$50,871.81	$ 50,871.81
19	Gravel Access Road	6,000	SY	$ 80.00	$ 480,000.00	$88.50	$ 531,000.00
20	Earthwork (Excavation, Fill and Grading)	1	LS	$136,872.00	$ 136,872.00	$521,610.82	$ 521,610.82

HUDSON WELLFIELD EXPANSION
CITY OF ORMOND BEACH
BID NO. 2024-22
BID TABULATION

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
21	**Well Entrance Driveway Apron**	200	SY	$ 70.00	$ 14,000.00	$ 157.40	$ 31,480.00
22	**Remove and Replace Concrete Sidewalk**	400	SY	$ 99.00	$ 39,600.00	$ 52.30	$ 20,920.00
23	**Electrical and Instrumentation (complete)**	1	LS	$664,749.00	$ 664,749.00	$914,340.68	$ 914,340.68
24	**Backup Diesel Generator**	3	EA	$ 59,974.00	$ 179,922.00	$127,527.31	$ 382,581.93
25	**Allowances**	1	LS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
	TOTAL BID				**$ 4,317,575.00**		**$ 5,709,943.01**

September 30, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #1 BID 2024-22 The City of Ormond Beach Hudson Wellfield Expansion

Due date for this bid has been extended – bids are now due October 8, 2024 at 2:00 PM

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

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

Question 1: Is there an engineer's estimate?

Answer 1: Yes. $3,688,107

Question 2: Can you provide CAD files for this project?

Answer 2: CAD files can be provided to awarded contractor.

Question 3: We formally request that Generac Industrial by ACF Standby Systems be listed as an acceptable generator manufacturer to bid on the subject field project?

Answer 3: No alternate manufacturers will be considered for the generators.

Question 4: Is this project subject to state bill SB 674 that went into effect on July 1, 2024?

Answer 4: The project is not subject to SB 674.

Question 5: Is there a list of approved suppliers for the precast buildings?

Answer 5: Oldcastle Infrastructure, Concrete Modular Solutions, or approved equal.

Question 6: What is the depth of the proposed subgrade for the cross section "Typical access road and well site section" on sheet C-207?

Answer 6: 8-inches of stable compacted subgrade.

Question 7: Is Cat, Cummins or Tradewinds an approved alternative for the backup diesel generators?

Answer 7: No alternate manufacturers will be considered for the generators.

Question 8: Is the proposed 18" RCP crossing shown on sheet C-204 tying into existing RCP? or will a MES be needed?

Answer 8: The ends of the RCP pipe will require mitered end sections.

Question 9: Bid item 12 calls for 24" steel casing, but measurement & payment 2.21 calls for a 28" steel casing. Please clarify

Answer 9: The steel casing shall be 24-inches

Question 10: Is contractor responsible for providing and installing of fiber conduit and handholes?

Answer 10: Yes

Question 11: Please provide a sample point detail.

Answer 11: A sample point detail is shown on Sheet C-201

Question 12: What bid item should the concrete generator pads and bollards be included in?

Answer 12: The generator pads and bollards shall be included in Bid Item No. 24

Question 13: Is a geotechnical report available for this project?

Answer 13: See attached geotechnical report

Question 14: Please provide CAD files.

Answer 14: CAD files can be provided to awarded contractor.

Question 15: Please provide more information including make, model and size of the access hatch required.

Answer 15: The hatch material and size is shown on Sheet M-001. The contractor shall propose a hatch that meets building code requirements.

Question 16: Per drawing C-207 the true grid sheets are preassembled and delivered as a 4’ x 4’ piece.

Answer 16: Confirmed.

Question 17: Should the access road be constructed at 16’ wide to avoid cutting each piece?

Answer 17: No. The grids shall be trimmed or modified to construct the 15-ft wide access road

Question 18: What is the make, model number and specifications for precast building access hatch, door, and hardware?

Answer 18: The hatch and door material and size is shown on Sheet M-001. The contractor shall propose building systems that meet building code requirements.

Question 19: On sheet E-011 plans call for 2" conduit with 48-count/12-count fiber optic cabling. Is contractor responsible for the fiber optic cabling?

Answer 19: Yes

Question 20: On sheet E-011 plans show 2" fiber conduit crossing SR 40. Plans do not show if conduit is to be directional drilled, open cut, or attached to jack & bore. Please clarify.

Answer 20: The conduit can be attached to the 24-inch steel casing that will be installed via jack and bore across SR 40 or can be jack and bored separately.

Question 21: What pay item is fiber optic conduit and pull boxes to be included in?

Answer 21: The fiber optic conduit and pull boxes shall be included in Pay Item No 23.

Question 22: What pay item is 18" RCP and 12"x18" RCP runs to be included in?

Answer 22: RCP pipe installation shall be included in Pay Item No 20.

Question 23: What is the location of point of service from FPL? (transformers for well #1, #2, #3, pole or pad mount)

Answer 23: The basis of design is for FPL to install a pad-mounted transformer at the two (2) points of services on Airport Road on a concrete slab constructed by the Contractor. The Contractor will need to coordinate with FPL for the location and installation of the transformer.

Question 24: Who is responsible for FPL primary conduit and primary cable if underground?

Answer 24: The primary conduit and primary cable to the transformers (upstream side) will be furnished and installed by FPL. The conduit and cable from the transformers to the well sites will be furnished and installed by the Contractor.

Question 25: Is a Master UL Label required for the lightning protection system?

Answer 25: Yes

Question 26: Please provide a geotechnical report.

Answer 26: See attached geotechnical report

Question 27: Drawing C-112 lists the finished grade @ 26.90 for well site 1

Drawing C-113 lists the finished grade @ 25.90 for well site 2

Drawing C-113 lists the finished grade @ 26.40 for well site 1

Drawing M-002 shows the top of the concrete landing @ 28.00

Please confirm the top of the concrete landing is the finished floor elevation inside the precast concrete building.

Please confirm the finished floor of the precast building is to be raised to elevation 28.00 at all three (3) sites.

Please confirm the building pad only will be raised and the remaining area at each site to be graded to the listed elevations.

Answer 27: Confirmed. The elevations shown on Sheets C-112 and C-113 are for the finished grade of the stone access driveway. All three precast buildings shall have a finished floor elevation of 28.00

Question 28: Please show an acceptable laydown area on the drawings or provide a location where materials and equipment can be stored.

Answer 28: It shall be the contractor's responsibility to identify and coordinate with the County an acceptable area to utilize as a laydown area within the project site.

Question 29: Spec 31 11 00.1.01.A calls for clearing and grubbing within the limits of construction. Drawing C-111 shows a 25' buffer around the work area. Please clarify if the intent is to clear and grub to the 25' buffer line or to the silt fence line.

Answer 29: The 25' buffer is only intended to show impacts to the existing wetlands. Clearing and grubbing is only required to the limits required to construct the proposed infrastructure.

Answer 30: Is the City providing the fuel for the generators, or is it the responsibility of the Contractor?

Answer 30: The Contractor is required to provide a full tank of gas with each generator.

Question 31: Drawing 2/C-207 shows an unspecified depth of soil prepared subgrade. Spec 31 23 13.1.01.A calls for 18" of #57 stone as prepared subgrade. Please clarify specifically how many inches and what material is to be placed under the filter fabric shown in 2/C-207. Please confirm that crushed concrete can be used in the 11" base under the True Grid sheets

Answer 31: 8-inches of stable compacted subgrade.

Question 32: Is it acceptable to install utilities crossing Airport Road by horizontal directional drilling?

Answer 32: The basis of design for the pipeline crossing of Airport Road is installation via open cut. Horizontal directional drilling will be considered should the Contractor determine that it is a cost-effective alternative.

Question 33: Detail M-9 on drawing C-501 shows ¾" bedding rock where excavation require. Spec 33 01 00.3.04.C.1 calls for PVC pipe to be installed using granular pipe bedding material. Please clarify if the intent is to use #57 stone bedding material under all new water piping.

Answer 34: Detail M-9 shall be followed for pipeline installations.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2024-22 The City of Ormond Beach Hudson Wellfield Expansion for the City of Ormond Beach.

City of Ormond Beach, Florida

BECHTOL ENGINEERING AND TESTING, inc.

August 23, 2024
BET Project No. G22031
2nd REVISION

TO: Ms. Tonya Sonier, P.E.
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

RE: Report of Geotechnical Data
City of Ormond Beach - Hudson Wellfield
Ormond Beach, Volusia County, Florida

Dear Ms. Sonier:

As requested, Bechtol Engineering and Testing, Inc. (BET) has conducted auger borings at the above referenced site. The purpose of BET's borings was to gain general insight as to the shallow soil and groundwater characteristics within the probable construction areas of three (3) new groundwater wells.

On March 6, 2023, BET advanced three (3) hand auger borings within the probable well construction areas, each to depth of 8 feet below existing ground surface. Approximate locations of the borings are shown on the Boring Location Plan presented on the attached Figure 1. Encountered subsurface conditions are presented in the form of Soil Profiles, also shown on Figure 1.

BET appreciates the opportunity to be of service, and trusts the attached geotechnical data is sufficient for your needs. However, if you should have any questions, or if BET may be of further service, please do not hesitate to call.

Respectfully,

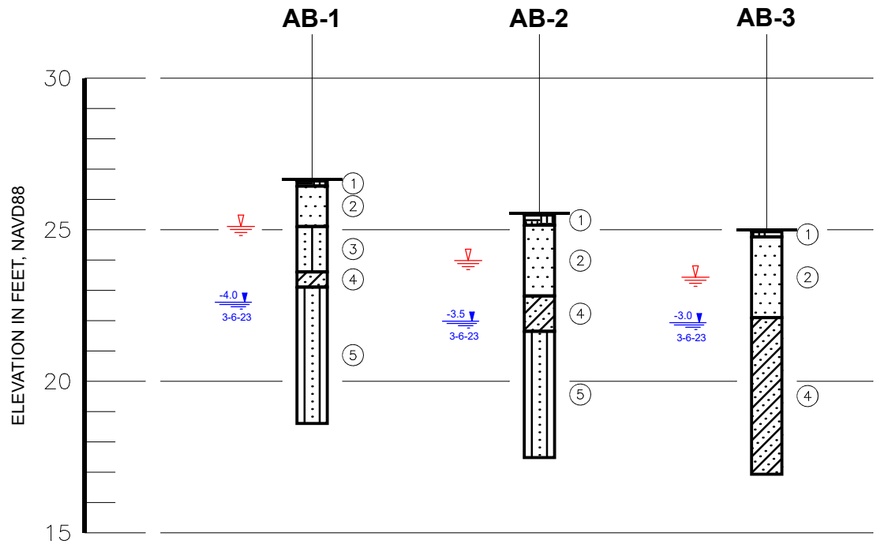
Bechtol Engineering and Testing, Inc.

LOVE B PATEL
LICENSE
No. 90753
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Love B. Patel, P.E.
Senior Geotechnical Engineer
Love B. Patel, P.E., State of Florida
Professional Engineer, License No. 90753
This item has been digitally signed and sealed by Love B. Patel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

SOIL PROFILES

VERTICAL SCALE: 1" = 5'



SOIL & SYMBOL LEGEND

	1	DARK BROWN AND GRAY-BROWN SLIGHTLY SILTY TO SILTY FINE SAND WITH ROOTS AND ORGANIC MATTER [TOPSOIL], (SP-SM)(SM)
	2	BROWN TO LIGHT BROWN AND GRAY-BROWN FINE SAND, (SP)
	3	DARK BROWN TO BROWN SLIGHTLY SILTY FINE SAND, SOME WITH ORGANIC MATTER (SP-SM)
	4	GRAY-BROWN TO ORANGISH-BROWN SLIGHTLY CLAYEY TO CLAYEY FINE SAND, SOME WITH SANDY CLAY, (SP-SC)(SC)(CL)
	5	GRAY SLIGHTLY SILTY TO SILTY FINE SAND, (SP-SM)(SM)
(SP)		UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
-3.0 3-6-23		GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
		ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
		APPROXIMATE LOCATION OF AUGER BORING

BORING LOCATION PLAN

SCALE: 1" = 300'



***NOTE**

ELEVATIONS BASED ON INTERPOLATION OF GROUND SURFACE ELEVATION AT BORING LOCATIONS FROM TOPOGRAPHIC DATA SHOWN ON THE CITY OF ORMOND BEACH HUDSON WELLFIELD EXPANSION PLAN PROVIDED BY MEAD & HUNT ON 8/20/2024. ACTUAL ELEVATIONS MAY VARY.

REPORT OF GEOTECHNICAL DATA
CITY OF ORMOND BEACH HUDSON WELLFIELD
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

FIELD:	CT KT	DATE:	8/22/2024
DRAWN:	KG	SCALE:	NOTED
CHECKED:	LP	PROJ. NO.:	G22031
APPROVED:	LP		FIGURE 1

BECHTOL ENGINEERING AND TESTING, INC.
CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS

October 7, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #2 BID 2024-22 City of Ormond Beach Hudson Wellfield Expansion

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

Due to current weather events we are extending the due date. We are aware this notice is being issued after some bids may already be in transit. Acknowledgement of the addendum alone may be submitted separately.

Revised due date: 10/15/2024 at 3:00 PM.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2024-22 The City of Ormond Beach Hudson Wellfield Expansion for the City of Ormond Beach.

City of Ormond Beach, Florida

October 14, 2024

TO: Perspective Bidders and Others Concerned

SUBJECT: Addendum #3 BID 2024-22 City of Ormond Beach Hudson Wellfield Expansion

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

Due to current weather events we are extending the due date. We are aware this notice is being issued after some bids may already be in transit. Acknowledgement of the addendum alone may be submitted separately.

Revised due date: 10/23/2024 at 3:00 PM.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for the City of Ormond Beach – BID 2024-22 The City of Ormond Beach Hudson Wellfield Expansion for the City of Ormond Beach.

City of Ormond Beach, Florida

BID OPENING TABULATION

Hudson Wellfield Expansion

Bid No. 2024-22

October 23, 2024 at 3:00 PM

Contractor	Addendum 1	Addendum 2	Addendum 3	Bid Bond	Total Bid
AMCON Development Group	y	y	y	y	$5,709,949.15
Hazen Construction	y	y	y	y	$4,267,575.00
OCT23'24 3:00PM					

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: George Lavatelli
Engineering

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.Y

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-25
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - 6 Police Department Patrol Vehicles		
Summary:	The purpose of this item is to request approval for the purchase of six 2025 Ford Police Interceptor AWD-K8A replacement vehicles under the Florida Sheriffs Association Contract, FSA24-VEL32.0. The vehicles will be purchased from Bozard Ford Motor Company, St. Augustine, FL. The individual purchase price per vehicle is $43,981. The lighting/options package (lights, prisoner cage/rear seat, etc.) and installation are not factory items. They are purchased separately through another vendor and will be brought back to the Commission in a separate agenda item. The vehicles being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated an average of $1,500 - $3,000 per unit will be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.		
Financial Impact:	Funding in the amount of $263,886 to purchase these vehicles is included in the Fiscal Year 2024-25 budget within Fund 305 - Public Safety Vehicle & Equipment Replacement.		
Citizen Impact:	It benefits the citizens of Ormond Beach for the Police Department Patrol division to have up-to-date vehicles.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the purchase of six 2025 Ford Police Interceptor vehicles.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Attachments:	1. 25-25 Six Ford Interceptors-Bozard Ford (P24-0230G) 2. CC 421-24 Purchase of six (6) 2025 Ford Police Interceptor AWD-K8A vehicles 1 3. FSA24-VEL32.0 Explorer 4. 2024-25 evals PD 5. FSA24-VEL32.0-Contract-Terms-Conditions	
Approval:	Kelly McGuire, Finance Director	12/16/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/16/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2025-25

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF SIX FORD INTERCEPTORS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace six patrol vehicles: #138, #139, #140, #142, and #145, all 2014 Chevy Caprices; and vehicle #P01 a 2015 Chevrolet Caprice, which have all been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase six (6) 2025 Ford Interceptor Utility AWD 3.3L Gas K8A vehicles from Bozard Ford Co., in the amount of $263,886.00 ($43,981.00 per vehicle), under the Florida Sheriffs Association Bid FSA24-VEL32.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of six (6) 2025 Ford Interceptor Utility AWD 3.3L Gas K8A vehicles from Bozard Ford Co., for a total price of $263,886.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Public Safety Vehicle and Equipment Replacement Fund (305) in the amount of $263,886.00 and that said funds 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 approve and execute a Purchase Authorization for the purchase of six (6) 2025 Ford Interceptor Utility AWD 3.3L Gas K8A vehicles from Bozard Ford Co., in the amount of $263,886.00, and to pay the costs therefore from the Public Safety Vehicle and Equipment Replacement Fund.

SECTION TWO. The City Commission hereby declares vehicles #138, #139, #140, #142, #145, and #P01 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400303
Vendor: Bozard Ford
Resolution No. 2025-25

Requisition By: Gray Reason: Purchase of six (6) 2025 Ford Police Interceptor AWD-K8A vehicles
Date: 1/7/2025
Florida Sheriffs Association Contract – FSA24-VEL32.0 – Item #205
Purchase of: Six (6) 2025 Ford Police Interceptor AWD-K8A vehicles
– Funding through Fund 305 – Public Safety Vehicle & Equipment Replacement Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	**AMOUNT**
1	2025 Ford Interceptor Utility AWD 3.3 L K8A	EA	6	$43,981.00	**$263,886.00**
				Total:	**$263,886.00**

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:
Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:
All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:
Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:
The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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

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

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

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

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4
- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Final Award Report

BOZARD Ford
GOVERNMENT FLEET

November 18, 2024

Christine Jarrell
City of Ormond Beach
Fleet Operations

Hi Chris

Bozard Ford is pleased to submit the following quote Based on Contract FSA24-VEL32.0

ITEM#205	2025 FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A	$43,981.00
YZ/9W	OXFORD WHITE EXTERIOR/ EBONY CLOTH FRNT/VINYL REAR	STD
99B/44U	3.3L V6 ENGINE/ 10 SPD AUTO TRANS	STD
51R	DRIVER SIDE LED SPOT LAMP	INC

Total **$43,981.00**

TOTAL FOR 6 VEHICLES $263,886

Sincerely,

Jeff Young
Government Fleet Account Manager

Bid Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 205, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,069.00	Build	Options
	Alternate	BOZARD FORD	$44,320.00	Build	Options
Northern	Primary	Garber Ford Inc	$43,759.00	Build	Options
	Alternate	Duval Ford LLC	$43,849.00	Build	Options
	Alternate	BOZARD FORD	$43,981.00	Build	Options
Central	Primary	Garber Ford Inc	$43,859.00	Build	Options
	Alternate	Duval Ford LLC	$43,949.00	Build	Options
	Alternate	BOZARD FORD	$44,133.00	Build	Options
Southern	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,049.00	Build	Options
	Alternate	BOZARD FORD	$44,337.00	Build	Options

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CNGP530                    VEHICLE ORDER CONFIRMATION          08/09/24 12:47:42
==> ITEM#205_ INTERCEPTOR UTILITY AWD 3.3L GAS_______             Dealer: F24413
                              2025 EXPLORER 4-DOOR                 Page: 1 of 1
Order No: Q001    Priority: K1  Ord FIN: QE065  Order Type: 5B Price Level: 515
Ord Code: 500A Cust/Flt Name: FLORIDA             PO Number:
                      RETAIL   DLR INV                          RETAIL   DLR INV
K8A  4DR AWD POLICE  $49515 $48029.00   B4A  NET INV FLT OPT     NC     $7.00
     .119" WHEELBASE                         DEST AND DELIV    1595   1595.00
YZ   OXFORD WHITE                       TOTAL BASE AND OPTIONS 49180  45068.08
9    CLTH BKTS/VNL R                    TOTAL                  49180  45068.08
W    ONYX INTERIOR                      *THIS IS NOT AN INVOICE*
500A EQUIP GRP
     .FM STEREO
99B  3.3L V6 TI-VCT   (2330) (2191.00)
44U  10SPD AUTO TRAN     NC        NC
     FLEET SPCL ADJ      NC   (495.00)
425  50 STATE EMISS      NC        NC
51R  DRV LED SPT LMP    400    376.00
     SP DLR ACCT ADJ           (951.00)
     SP FLT ACCT CR           (1309.00)
     FUEL CHARGE                 7.08
F1=Help               F2=Return to Order              F3/F12=Veh Ord Menu
F4=Submit    F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                          QC04921
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Florida Sheriffs Association Cooperative Purchasing Program Options

Bidder: BOZARD FORD CO
Item make & model: Interceptor Utility AWD 3.3L Gas K8A
Item number: 205

***ALL NON-FACTORY OPTIONS PROVIDED AT 28% OVER COST**

Manufacturer Order Code	Description	Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT.) OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	0.5% BELOW MSRP
	FORD WARRANTY COVERAGE FROM MANUFACTURER. REACH OUT TO SALES TEAM FOR MORE INFORMATION AND PRICING. WARRANTY IS CONFIGURABLE FOR TERM AND MILEAGE LIMITS AND COVERAGES (EXTRACARE, PREMIUMCARE, BASECARE, POWERTRAINCARE) SOLD FOR BELOW FLORIDA RETAIL PRICES	
WT	WEATHERTECH MATS OR EQUIVALENT FOR FIRST AND 2ND ROW	$ 299
VV	STICK ON VENT VISORS (ADD $75 FOR 4 DOORS)	$ 199
STROBES	Soundoff Signal Corner LED Kits – Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$ 999
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	$ 199
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	$ 399
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	$ 299
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	$ 999
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	$ 1,500
TINT	DEALER INSTALLED WINDOW TINT, ADD $100 FOR STRIP ON WINDSHIELD/DEDUCT $100 FOR FRONT WINDOWS ONLY	$ 499
UCOATPU	UNDERCOATING FOR PICKUP TRUCKS OR SUV OR REGULAR WHEELBASE VAN	$ 506
NST	NEW TAG (SPECIFIY STATE, CITY, COUNTY, SHERIFF)	$ 189
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	$ 100
TEMP	30 DAY TEMPORARY TAG	$ 19
NSO	NON-SCHEDULED OPTION. CONTACT DEALER FOR QUOTE AND AVAILABLILITY ON ADDITIONAL AFTER-MARKET INSTALLED EQUIPMENT, INCLUDING BUT NOT LIMITED TO SERVICE BODIES, LIGHTING, WINCHES, ETC. OFFERED AT A PERCENTAGE MARK UP OVER COST-TO-DEALER (INCLUDES ANY FREIGHT AND INSTALLATION). NOT TO EXCEED MANUFACTURER'S SUGGESTED RETAIL PRICE.	28% MARKUP
MFMP	OPTION TO COVER POSSIBLE ADDITIONAL PAYMENT PROCESSING FEES (OVER AND ABOVE THE FSA ADMIN FEE OUTLINED IN TERMS AND CONDITIONS) THAT MAY ARISE WHEN A FLORIDA STATE AGENCY DEVIATES FROM DMS CONTRACT AND PURCHASES OFF FSA CONTRACT. CHARGED AS A PERCENTAGE OF THE PURCHASE ORDER.	1% OF TOTAL
ECCOCS	Ecco Electronic Corner Strobes ED3802AW Warning Light; ED Series; 4-3/4 Inch Length x 0.37 Inch Width x 1.4 Inch Height; Directional LED; Surface Mount; LED; Amber/ White Lens; 69 Flash Pattern; 12 To 24 Volt DC (Quantity 4)	$ 1,267

Manufacturer Order Code	Description	Price
WHELENCS	WHELEN Corner Strobes MCRNSF Surface Mount, Split Color, Clear Lens, Red/Amber, Amber/White, Red/Blue or Red/White Only, Black Flange (Quantity 4)	$ 1,344
ECCOLB	Ecco Electronic Lightbar 12-50004-ES Warning Light; 12 Pro Vantage ™ Series; 54 Inch Length x 11 Inch Width x 2-1/2 Inch Height; Full Bar; Permanent Mount/ Roof Mount; LED; Amber/ White Lens; 64 Flash Patterns; 12 To 24 Volt DC; With Adjustable Feet/ Black Base/ Combined Power And Control Cable. Ecco Electronic EZ1202 Controller Warning Light Controller; For Use With ECCO 12 Series Lightbar; 5 Volt DC. Ecco Electronic A1234RMK LIGHT ACCESSORIES; ACCESSORY,ROOF MOUNT KIT,12 SERIES	$ 3,067

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 205 Police Ops #138	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	**Comments**
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	10	2014 Chevy Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	80,808
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Scratched exterior with all graphics needing replaced. Interior shows normal wear. Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Normal maintenance with occasional repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	1	Purchase Price $27,412.00 total $16,104.15. LTD M&R 59% of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**31**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 205 Police Ops #139	**Supervisor: Kevin M Gray, Deputy PW Director**	
	Points Assigned	**Comments**
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	10	2014 Chevy Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	83,738
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor…possibly unsafe condition.	5	Scratched exterior with all graphics needing replaced. Interior shows normal wear. Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Normal maintenance with occasional repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price $27,412.00 total $19,009.87. LTD M&R **69%** of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**33**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 205 Police Ops #140	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	10	2014 Chevy Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	90,714
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Scratched exterior with all graphics needing replaced. Interior shows normal wear. Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles. Currently down due to needing a major repair.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Normal maintenance with several repairs. Currently down needing a major repair.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price $27,412.00 total $22,251.00. LTD M&R 81% of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**38**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 205 Police Ops #142	**Supervisor: Kevin M Gray, Deputy PW Director**	
	Points Assigned	**Comments**
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	10	2014 Chevy Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	101,951
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	**This Patrol car was assigned to Office Bakaysa and he passed away in the car**. This car has been taken out of service. Additionally, Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Normal maintenance with several repairs. Currently down needing a major repair.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price $27,412.00 total $27,959.00. LTD M&R **101%** of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**39**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 205 Police Ops #145	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	10	2014 Chevy Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	88,838
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Scratches on vehicle, graphics are in need of replacement. Interior fair. Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Normal maintenance with several repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price $27,412.00 total $25,537.98. LTD M&R 93% of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**37**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Ops #P01	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	8	2015 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	91,897
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor…possibly unsafe condition.	5	Some cratches on vehicle,some graphics need replacing. Interior still in fair condition. Vehicle needs a major repair ($4,000) and has been taken out of service. Additionally, Caprice parts are becoming obsolete and/ or difficult to acquire, causing significant down time for vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Daily use for patrol.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	Normal maintenance with occasional repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price $24,998 total $20,351.00 LTD M&R 81% of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**35**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS 5

1.01 BID CORRESPONDENCE 5

1.02 PURPOSE 5

1.03 TERM OF CONTRACT 5

1.04 JURISDICTION 5

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER 5

1.06 FUNDING 6

1.07 CURRENCY 6

1.08 GENERAL DEFINITIONS 6

1.09 ELIGIBLE PURCHASERS OF CONTRACT 8

1.10 LEGAL REQUIREMENTS 8

1.11 PATENTS & ROYALTIES 9

1.12 FEDERAL AND STATE STANDARDS 9

1.13 UNDERWRITERS' LABORATORIES 9

1.14 AMERICANS WITH DISABILITIES ACT 9

1.15 REASONABLE ACCOMMODATION 9

1.16 DISADVANTAGED BUSINESSES 9

1.17 ANTI-DISCRIMINATION 10

1.18 BEST COMMERCIAL PRACTICES 10

1.19 PUBLIC ENTITY CRIMES (PEC) 10

1.20 TAX EXEMPTION 10

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT 10

1.22 COMMUNICATIONS 11

1.23 CLARIFICATION AND ADDENDA 11

1.24 SIGNED BID CONSIDERED AN OFFER 11

1.25 ASSIGNMENT OF CONTRACT 12

1.26 TERMINATION OF PRODUCT LINE 12

1.27 DEMONSTRATION OF COMPETENCY 12

1.28 VENDOR ABILITY TO PERFORM 13

1.29 FINANCIAL RESPONSIBILITY 13
1.30 QUALITY AND SAFETY 13
1.31 NONCONFORMANCE 14
1.32 GRATUITIES 14
1.33 TIE BIDS 14
1.34 RIGHT TO AUDIT 14
1.35 LICENSES AND PERMITS 15
1.36 PERFORMANCE BONDS 15
1.37 ELIMINATION FROM CONSIDERATION 15
1.38 INDEPENDENT PREPARATION 15
1.39 DEFAULT 16
1.40 PROTESTS AND ARBITRATION 16
1.41 NONPERFORMANCE 17
1.42 SEVERABILITY 18
1.43 TERMINATION FOR CAUSE 18
1.44 TERMINATION WITHOUT CAUSE 18
1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO 19
2.0 BIDDER INSTRUCTIONS 20
2.01 QUALIFICATION 20
2.02 LICENSING AND FACILITIES 20
2.03 INSURANCE AND INDEMNIFICATION 21
2.04 SPECIFICATIONS 23
2.05 SEALED BIDS 23
2.06 MISTAKES 23
2.07 EXCEPTIONS 23
2.08 EQUIVALENTS 24
2.09 MANDATORY PRE-BID MEETING 24
2.10 PRICES QUOTED 24
2.11 COST-PLUS-PERCENT PRICING 25
2.12 OPTION PRICING 25
2.13 EMERGENCY LIGHTS AND SIRENS 26

2.14 BID SUBMISSION 27
2.15 ZONE BIDDING 28
2.16 EXECUTION OF BID 28
2.17 MODIFICATION OR WITHDRAWALS OF BIDS 28
2.18 LATE BIDS 28
2.19 BID OPENING 28
2.20 DETERMINATION OF RESPONSIVENESS 29
2.21 RESPONSIBLE BIDDER CRITERIA 29
2.22 BASIS FOR AWARD 29
2.23 BID TABULATIONS 30
2.24 MINOR IRREGULARITIES/RIGHT TO REJECT 30
2.25 CONE OF SILENCE 30
3.0 CONTRACT CONDITIONS 31
3.01 GENERAL REQUIREMENTS 31
3.02 STATEMENT OF AUTHORITY 31
3.03 VENDOR CONTACT INFORMATION 31
3.04 ADDITIONS OR DELETIONS 31
3.05 CONTRACT EXTENSION 31
3.06 PRICE ADJUSTMENT 32
3.07 CONDITIONS 32
3.08 PRODUCTION CUTOFF 33
3.09 FACILITIES 33
3.10 PURSUIT RATED VEHICLES & MOTORCYCLES 33
3.11 SPECIAL SERVICE VEHICLES 33
3.12 CAB AND CHASSIS PURCHASES 33
3.13 FACTORY-INSTALLED OPTIONS 33
3.14 VENDOR-INSTALLED OPTIONS 34
3.15 NON-SCHEDULED OPTIONS 34
3.16 FORCE MAJEURE 34
3.17 PURCHASE ORDERS 34
3.18 REGISTRATION, TAG, AND TITLE 35

3.19 DELIVERY 35
3.20 INSPECTION AND ACCEPTANCE 36
3.21 INVOICING AND PAYMENTS 37
3.22 WARRANTY 37
3.23 QUARTERLY REPORTS 37
3.24 ADMINISTRATIVE FEE 37
3.25 LIQUIDATED DAMAGES 38
Appendix A: Zone Map 40
Appendix B. Bid Calendar 41
Appendix C: ACH Payments 42
Appendix D: Federal Clauses 43

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer produced products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the

bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and FSA Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs 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 FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and

- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid

in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of ~~a~~ termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Sunbiz
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;

- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

  - Bid Price for each item bid by zone, as defined in Section 2.10
  - Percent for each item bid by zone, as defined in Section 2.11
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms & Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2024 – September 30, 2025

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

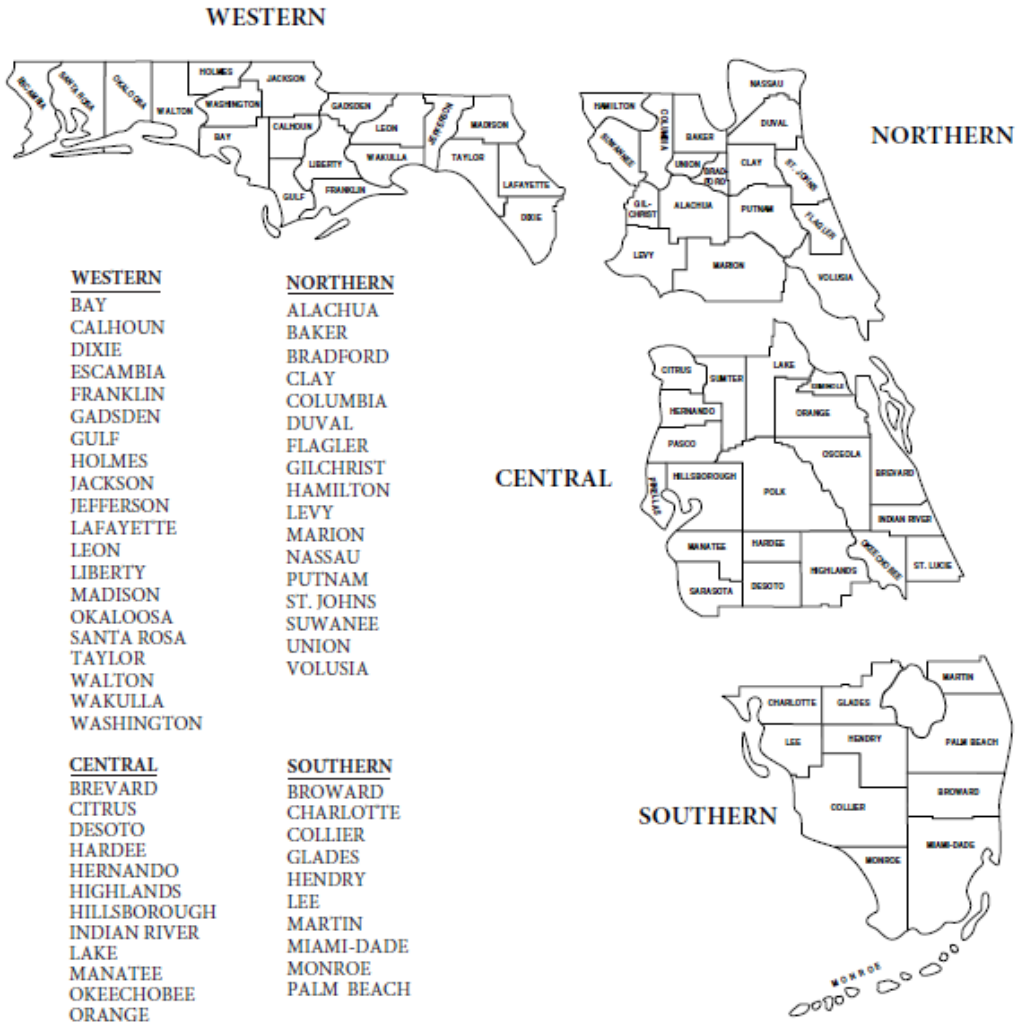
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA24-VEL32.0 Bid Calendar	Date
Bid Announcement	4/1/2024
Voluntary Interested Bidder Workshop FSA24-VEL32.0	6/12/2024
New Items & Specifications Submissions Due	6/20/2024
Mandatory Pre-Bid FSA24-VEL32.0	7/10/2024
Requests for Clarifications Due to FSA	7/17/2024
FSA Response to Requests for Clarifications	7/24/2024
VendorLink Bidder Training Session	7/18/2024
Bid System Opens	7/29/2024
Cone of Silence	7/29/2024 - 9/3/2024
Bid Submissions Due	8/31/2024 (11:59:59 pm)
Bid Tabulations Posted	9/3/2024
Public Bid Opening	9/3/2024
Bid Evaluations	9/9/24 - 9/13/24
Intent To Award	9/16/2024
Final Award	10/1/2024

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.Z

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-26
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Fleet Management		
Subject:	Request to Purchase - 2 Police Department Command Staff Vehicles		
Summary:	The purpose of this item is to request approval for the purchase of two Ford Police Responder F150 crew cab 4x4 pickup trucks, under the Florida Sheriffs Association Contract, FSA24-VEL32.0. These vehicles are used by Command Staff and would replace vehicle #083 a 2012 Ford Taurus and vehicle #086 a 2012 Chevy Impala. The vehicles will be purchased from Bozard Ford Motor Company, St. Augustine, FL. The individual purchase price per vehicle is $48,500. Due to the limited and ongoing availability and longer than normal delivery time, Bozard Ford has two 2024 units on their lot that have been quoted. In the event those units are sold prior to City Commission approval, 2025 model units will be ordered and the out-of-stock dealer fee will be deducted from the original purchase price. The lighting/options package (lights, prisoner cage/rear seat, etc.) and installation are not factory items. They are purchased separately through another vendor and will be brought back to the Commission in a separate agenda item. The vehicles being replaced will be offered for sale through sealed bid procedures or auctioned. It is anticipated an average of $1,500 - $3,000 per unit will be realized. Those funds would be returned to the Vehicle and Equipment Replacement Fund.		
Financial Impact:	Funding in the amount of $97,000 to purchase these vehicles is included in the Fiscal Year 2024-25 budget within Fund 305 - Public Safety Vehicle & Equipment Replacement.		
Citizen Impact:	It benefits the citizens of Ormond Beach for the Police Department Comand Staff to have up-to-date vehicles.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the purchase of two Ford Police Responder F150 crew cab 4x4 pickup trucks.
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	1. 25-26 Purchase 2 F150 Trucks (P24-0241G) 2. CC 422-24 Purchase of two (2) Police Department Command Vehicles 3. FSA24-VEL32.0 F-150 Responder 4. FSA24-VEL32.0-Contract-Terms-Conditions (1)
Approval:	Kelly McGuire, Finance Director 12/18/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/19/2024 Joyce Shanahan, City Manager 12/19/2024

RESOLUTION NO. 2025-26

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO FORD POLICE RESPONDER F150 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #083, a 2012 Ford Taurus; and vehicle #086, a 2012 Chevy Impala, which have been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase two (2) Ford Police Responder F150 Crew Cab 4x4 W1P Pick-up Trucks (said vehicles shall be either 2024 or 2025 models, depending on availability at the time of purchase) from Bozard Ford Co., in the amount of $97,000.00 ($48,500.00 per vehicle), under the Florida Sheriffs Association Bid FSA24-VEL32.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of two (2) Ford Police Responder F150 Crew Cab 4x4 W1P Pick-up Trucks from Bozard Ford Co., for a total price of $97,000.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Public Safety Vehicle and Equipment Replacement Fund (305) in the amount of $97,000.00 and that said funds 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 approve and execute a Purchase Authorization for the purchase of two (2) Ford Police Responder F150 Crew Cab 4x4 W1P Pick-up Trucks from Bozard Ford Co., in the amount of $97,000.00 and to pay the costs therefore from the Public Safety Vehicle and Equipment Replacement Fund.

SECTION TWO. The City Commission hereby declares vehicles #083 and #086 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400304
Vendor: Bozard Ford
Resolution No. 2025-26

Requisition By: Gray Reason: Purchase two (2) Ford Police Responder F150 crew cab 4x4 pickup trucks
Date: 1/7/2025
Florida Sheriffs Association Contract – FSA24-VEL32.0 – Item #207
Purchase of: two (2) Ford Police Responder F150 crew cab 4x4 pickup trucks
– Funding through Fund 305 – Public Safety Vehicle & Equipment Replacement Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	**AMOUNT**
1	Ford Police Responder F-150 Crew Cab 4x4, W1P	EA	2	$46,011.00	**$92,022.00**
2	Carbonized Gray Metallic/Black interior	EA	2	STD	**STD**
3	3.5L V6 Ecoboost	EA	2	STD	**STD**
4	Front License Plate Bracket	EA	2	STD	**STD**
5	Platform Running Boards*	EA	2	$254.00	**$508.00**
6	Interior Upgrade Package*	EA	2	$609.00	**$1,218.00**
7	Remote Keyless Entry	EA	2	$348.00	**$696.00**
8	Integrated Trailer Brake Controller*	EA	2	$279.00	**$558.00**
9	Purchasing from stock fee (waived if ordered)	EA	2	$999.00	**$1,998.00**
	***includes 28% mark-up per FSA contract**			**Total:**	**$97,000.00**

SIGNED BY (CITY):

_____
MAYOR

_____
CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

_____
PRINCIPAL OF COMPANY

_____
WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:
Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:
All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:
Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:
The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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

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

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

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are <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 Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4
- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Final Award Report

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2001 Police Admin #083	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2012 Ford Taurus
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	96,761
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle shows normal wear, some scratches, faded paint, dry / sun rotted exterior pieces, slightly worn interior.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	2	Daily use M-F for police admin.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Normal maintenance with occasional repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price $22,446.00 total $15,636.58.00 LTD M&R **70%** of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**31**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2008 Police CIU #086	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2012 Chevrolet Impala
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	82,779
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle shows normal wear, some scratches, faded paint, peeling chrome. Interior is in fair condition. Anticipate A/C repairs as A/C has intermittent issues.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	2	Daily use M-F for police CIU.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Normal maintenance with occasional repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	1	Purchase Price $20,234.00 total $10,552.44.00 LTD M&R **52%** of Purchase Price
Have warranties expired?	Y	☐ **Check if general overall condition can defer vehicle**
Total Points	**28**	**(Shop Supervisor approval required)**
28 + points	**X**	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Bid Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 207, Ford, Police Responder F-150 Crew Cab 4x4, W1P

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$46,215.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options
	Alternate	Duval Ford LLC	$46,399.00	Build	Options
Northern	Primary	BOZARD FORD	$46,011.00	Build	Options
	Alternate	Duval Ford LLC	$46,179.00	Build	Options
	Alternate	Garber Ford Inc	$46,191.00	Build	Options
Central	Primary	BOZARD FORD	$46,079.00	Build	Options
	Alternate	Duval Ford LLC	$46,279.00	Build	Options
	Alternate	Garber Ford Inc	$46,291.00	Build	Options
Southern	Primary	BOZARD FORD	$46,301.00	Build	Options
	Alternate	Duval Ford LLC	$46,379.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options

BOZARD Ford
GOVERNMENT FLEET

12/11/2024

Christine Jarrell
City of Ormond Beach
Fleet Operations

Hi Chris

Bozard Ford is pleased to submit the following quote based on Contract FSA24-VEL32.0

ITEM#207	FORD POLICE RESPONDER F150 CREW CAB 4X4 W1P	$46,011.00
M7/XB	CARBONIZED GRAY METALLIC/BLACK CLTH INTERIOR 40/CONSOLE/40	STD
998/44G	3.5L V6 ECOBOOST/ 10 SPD AUTO TRANS	STD
153	FRONT LICNESE PLATE BRACKET	INC
18B	PLATFORM RUNNING BOARDS	$254.00
19A	INTERIOR UPGRADE PKG	$609.00
67P	REMOTE KEYLESS ENTRY INC 4KEY FOBS	$348.00
67T	INTEGRATED TRAILER BRAKE CONTROLLER	$279.00
*OSF	OUT STOCK FEE. TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF STOCK	$999.00

Total **$48,500.00**

TOTAL FOR TWO VEHICLES $97,000

***This price applies to 2024 models currently on the lot 2025 models to order**

****This fee will only be charged for vehicles currently in stock**

Sincerely,

Jeff Young
Government Fleet Account Manager

Florida Sheriffs Association Cooperative Purchasing Program Options

Bidder: BOZARD FORD CO

Item make & model: Police Responder F-150 Crew Cab 4x4 W1P

Item number: 207

***STD FACTORY IS 4 KEYS / NO FOBS**

***ALL NON-FACTORY OPTIONS PROVIDED AT 28% OVER COST**

Manufacturer Order Code	Description	Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT.) OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	0.5% BELOW MSRP
67P	4 KEY FOBS REMOTE KEYLESS ENTRY	$ 348
	FORD WARRANTY COVERAGE FROM MANUFACTURER. REACH OUT TO SALES TEAM FOR MORE INFORMATION AND PRICING. WARRANTY IS CONFIGURABLE FOR TERM AND MILEAGE LIMITS AND COVERAGES (EXTRACARE, PREMIUMCARE, BASECARE, POWERTRAINCARE) SOLD FOR BELOW FLORIDA RETAIL PRICES	
WT	WEATHERTECH MATS OR EQUIVALENT FOR FIRST AND 2ND ROW	$ 299
VV	STICK ON VENT VISORS (ADD $75 FOR 4 DOORS)	$ 199
STROBES	Soundoff Signal Corner LED Kits – Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	$ 999
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	$ 199
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$ 499
3KPS	THIRD KEY WITH PUSH BUTTON START REMOTE FOR MODELS WITH PUSH BUTTON START ONLY	$ 599
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	$ 399
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	$ 299
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	$ 999
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	$ 1,500
TINT	DEALER INSTALLED WINDOW TINT, ADD $100 FOR STRIP ON WINDSHIELD/DEDUCT $100 FOR FRONT WINDOWS ONLY	$ 499
LINER	DEALER INSTALLED SPRAY LINER (AVAILABLE ON F150, SUPER-DUTY, MAVERICK)	$ 599
UCOATPU	UNDERCOATING FOR PICKUP TRUCKS OR SUV OR REGULAR WHEELBASE VAN	$ 506
NST	NEW TAG (SPECIFIY STATE, CITY, COUNTY, SHERIFF)	$ 189
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	$ 100
TEMP	30 DAY TEMPORARY TAG	$ 19
NSO	NON-SCHEDULED OPTION. CONTACT DEALER FOR QUOTE AND AVAILABLILITY ON ADDITIONAL AFTER-MARKET INSTALLED EQUIPMENT, INCLUDING BUT NOT LIMITED TO SERVICE BODIES, LIGHTING, WINCHES, ETC. OFFERED AT A PERCENTAGE MARK UP OVER COST-TO-DEALER (INCLUDES ANY FREIGHT AND INSTALLATION). NOT TO EXCEED MANUFACTURER'S SUGGESTED RETAIL PRICE.	28% MARKUP

Manufacturer Order Code	Description	Price
MFMP	OPTION TO COVER POSSIBLE ADDITIONAL PAYMENT PROCESSING FEES (OVER AND ABOVE THE FSA ADMIN FEE OUTLINED IN TERMS AND CONDITIONS) THAT MAY ARISE WHEN A FLORIDA STATE AGENCY DEVIATES FROM DMS CONTRACT AND PURCHASES OFF FSA CONTRACT. CHARGED AS A PERCENTAGE OF THE PURCHASE ORDER.	1% OF TOTAL
SLR6FE	Load Runner Ladder Rack, 6' Bed, Black, Extended Cab SLR-6FE	$ 1,902
SLR6FR	Load Runner Ladder Rack, 6' Bed, Black, Regular Cab SLR-6FR	$ 1,902
SLR8FE	Load Runner Ladder Rack, 8' Bed, Black, Extended Cab SLR-8FE	$ 1,902
SLR8FR	Load Runner Ladder Rack, 8' Bed, Black, Regular Cab SLR-8FR	$ 1,902
AD100	Aluminum Diamond Plate Tool Boxes 12" Single Lid Crossbox AD100	$ 1,141
AD101	Aluminum Diamond Plate Tool Boxes 18" Single Lid Crossbox AD101	$ 1,206
AD200	Aluminum Diamond Plate Tool Boxes 12" Double Lid Crossbox AD200	$ 1,141
AD201	Aluminum Diamond Plate Tool Boxes 18" Double Lid Crossbox AD201	$ 1,206
ECCOCS	Ecco Electronic Corner Strobes ED3802AW Warning Light; ED Series; 4-3/4 Inch Length x 0.37 Inch Width x 1.4 Inch Height; Directional LED; Surface Mount; LED; Amber/ White Lens; 69 Flash Pattern; 12 To 24 Volt DC (Quantity 4)	$ 1,267
WHELENCS	WHELEN Corner Strobes MCRNSF Surface Mount, Split Color, Clear Lens, Red/Amber, Amber/White, Red/Blue or Red/White Only, Black Flange (Quantity 4)	$ 1,344
ECCOLB	Ecco Electronic Lightbar 12-50004-ES Warning Light; 12 Pro Vantage ™ Series; 54 Inch Length x 11 Inch Width x 2-1/2 Inch Height; Full Bar; Permanent Mount/ Roof Mount; LED; Amber/ White Lens; 64 Flash Patterns; 12 To 24 Volt DC; With Adjustable Feet/ Black Base/ Combined Power And Control Cable. Ecco Electronic EZ1202 Controller Warning Light Controller; For Use With ECCO 12 Series Lightbar; 5 Volt DC. Ecco Electronic A1234RMK LIGHT ACCESSORIES; ACCESSORY,ROOF MOUNT KIT,12 SERIES	$ 3,067
K BUY ATR	Aluminum overhead truck rack without side rails, full size trucks only. (INSTALLED) BUYE 1501675	$ 1,605
K BUY ATR-S	Aluminum overhead truck rack WITH side rails, full size trucks only. (INSTALLED) BUYE 15011400	$ 2,266
G2-60-1342 TP27	Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 55" x 27"+ 4" for Pickup Trucks	$ 6,111
G2-60-1342 TP38	Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks	$ 6,899
G2-60-1542 TP27	Tommy Dual Hyd Cylinder Lift 1500 lb Capacity 55" x 27"+ 4" for Pickup Trucks	$ 6,901
G2-60-1542 TP38	Tommy Dual Hyd Cylinder Lift 1500 lb Capacity 55" x 38"+ 4" 2- PC for Pickup Trucks	$ 7,299
HITCH	2" BAR BALL CLIP	$ 100
TG1300	TOMMY GATE G2-60-1342-TP38 LIFTGATE	$ 6,039

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS 5

1.01 BID CORRESPONDENCE 5

1.02 PURPOSE 5

1.03 TERM OF CONTRACT 5

1.04 JURISDICTION 5

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER 5

1.06 FUNDING 6

1.07 CURRENCY 6

1.08 GENERAL DEFINITIONS 6

1.09 ELIGIBLE PURCHASERS OF CONTRACT 8

1.10 LEGAL REQUIREMENTS 8

1.11 PATENTS & ROYALTIES 9

1.12 FEDERAL AND STATE STANDARDS 9

1.13 UNDERWRITERS' LABORATORIES 9

1.14 AMERICANS WITH DISABILITIES ACT 9

1.15 REASONABLE ACCOMMODATION 9

1.16 DISADVANTAGED BUSINESSES 9

1.17 ANTI-DISCRIMINATION 10

1.18 BEST COMMERCIAL PRACTICES 10

1.19 PUBLIC ENTITY CRIMES (PEC) 10

1.20 TAX EXEMPTION 10

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT 10

1.22 COMMUNICATIONS 11

1.23 CLARIFICATION AND ADDENDA 11

1.24 SIGNED BID CONSIDERED AN OFFER 11

1.25 ASSIGNMENT OF CONTRACT 12

1.26 TERMINATION OF PRODUCT LINE 12

1.27 DEMONSTRATION OF COMPETENCY 12

1.28 VENDOR ABILITY TO PERFORM 13

1.29 FINANCIAL RESPONSIBILITY 13
1.30 QUALITY AND SAFETY 13
1.31 NONCONFORMANCE 14
1.32 GRATUITIES 14
1.33 TIE BIDS 14
1.34 RIGHT TO AUDIT 14
1.35 LICENSES AND PERMITS 15
1.36 PERFORMANCE BONDS 15
1.37 ELIMINATION FROM CONSIDERATION 15
1.38 INDEPENDENT PREPARATION 15
1.39 DEFAULT 16
1.40 PROTESTS AND ARBITRATION 16
1.41 NONPERFORMANCE 17
1.42 SEVERABILITY 18
1.43 TERMINATION FOR CAUSE 18
1.44 TERMINATION WITHOUT CAUSE 18
1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO 19
2.0 BIDDER INSTRUCTIONS 20
2.01 QUALIFICATION 20
2.02 LICENSING AND FACILITIES 20
2.03 INSURANCE AND INDEMNIFICATION 21
2.04 SPECIFICATIONS 23
2.05 SEALED BIDS 23
2.06 MISTAKES 23
2.07 EXCEPTIONS 23
2.08 EQUIVALENTS 24
2.09 MANDATORY PRE-BID MEETING 24
2.10 PRICES QUOTED 24
2.11 COST-PLUS-PERCENT PRICING 25
2.12 OPTION PRICING 25
2.13 EMERGENCY LIGHTS AND SIRENS 26

2.14 BID SUBMISSION 27
2.15 ZONE BIDDING 28
2.16 EXECUTION OF BID 28
2.17 MODIFICATION OR WITHDRAWALS OF BIDS 28
2.18 LATE BIDS 28
2.19 BID OPENING 28
2.20 DETERMINATION OF RESPONSIVENESS 29
2.21 RESPONSIBLE BIDDER CRITERIA 29
2.22 BASIS FOR AWARD 29
2.23 BID TABULATIONS 30
2.24 MINOR IRREGULARITIES/RIGHT TO REJECT 30
2.25 CONE OF SILENCE 30
3.0 CONTRACT CONDITIONS 31
3.01 GENERAL REQUIREMENTS 31
3.02 STATEMENT OF AUTHORITY 31
3.03 VENDOR CONTACT INFORMATION 31
3.04 ADDITIONS OR DELETIONS 31
3.05 CONTRACT EXTENSION 31
3.06 PRICE ADJUSTMENT 32
3.07 CONDITIONS 32
3.08 PRODUCTION CUTOFF 33
3.09 FACILITIES 33
3.10 PURSUIT RATED VEHICLES & MOTORCYCLES 33
3.11 SPECIAL SERVICE VEHICLES 33
3.12 CAB AND CHASSIS PURCHASES 33
3.13 FACTORY-INSTALLED OPTIONS 33
3.14 VENDOR-INSTALLED OPTIONS 34
3.15 NON-SCHEDULED OPTIONS 34
3.16 FORCE MAJEURE 34
3.17 PURCHASE ORDERS 34
3.18 REGISTRATION, TAG, AND TITLE 35

3.19 DELIVERY 35
3.20 INSPECTION AND ACCEPTANCE 36
3.21 INVOICING AND PAYMENTS 37
3.22 WARRANTY 37
3.23 QUARTERLY REPORTS 37
3.24 ADMINISTRATIVE FEE 37
3.25 LIQUIDATED DAMAGES 38
Appendix A: Zone Map 40
Appendix B. Bid Calendar 41
Appendix C: ACH Payments 42
Appendix D: Federal Clauses 43

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer produced products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the

bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and FSA Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs 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 FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and

- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid

in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of ~~a~~ termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Sunbiz
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;

- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Bid Price for each item bid by zone, as defined in Section 2.10
- Percent for each item bid by zone, as defined in Section 2.11
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms & Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2024 – September 30, 2025

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

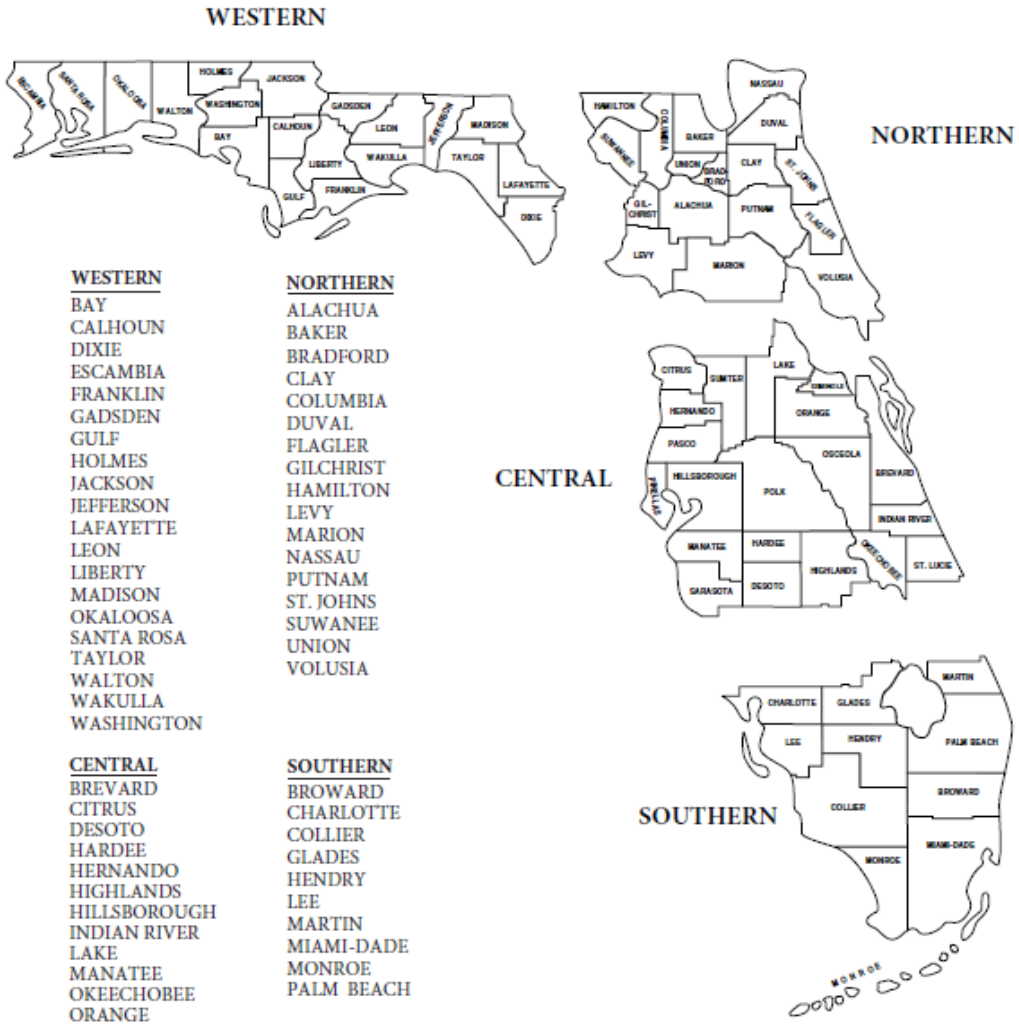
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA24-VEL32.0 Bid Calendar	Date
Bid Announcement	4/1/2024
Voluntary Interested Bidder Workshop FSA24-VEL32.0	6/12/2024
New Items & Specifications Submissions Due	6/20/2024
Mandatory Pre-Bid FSA24-VEL32.0	7/10/2024
Requests for Clarifications Due to FSA	7/17/2024
FSA Response to Requests for Clarifications	7/24/2024
VendorLink Bidder Training Session	7/18/2024
Bid System Opens	7/29/2024
Cone of Silence	7/29/2024 - 9/3/2024
Bid Submissions Due	8/31/2024 (11:59:59 pm)
Bid Tabulations Posted	9/3/2024
Public Bid Opening	9/3/2024
Bid Evaluations	9/9/24 - 9/13/24
Intent To Award	9/16/2024
Final Award	10/1/2024

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.AA

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-27
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Procurement - Utilities, Clarifier #4 Repair, Due to Hurricane Milton		
Summary:	This item is to inform the Commission of an emergency expenditure in response to the aftermath of Hurricane Milton. On October 10, 2024, the mechanical components of Clarifier #4 at the City's Water Reclamation Facility (WRF) were damaged by the hurricane force winds and rains. The days following, staff inspected the damage and determined several critical components of Clarifier #4 had been bent/snapped beyond repair. As a result, staff reached out to the equipment manufacturer, Ovivo, and requested a quote to replace the damaged items. The quote for the replacement components was $54,067.22. Due to this piece of equipment being a critical component of the treatment process, staff approved the quote as an emergency expense. There were additional damages at the WRF from the hurricane, including the Clarifier covers. Those damages were not critical to the operation of the plant's treatment process. Those expenditures are listed under separate agenda items and are scheduled to follow typical City purchasing procedures.		
Financial Impact:	The cost for this repair was $54,067.22 and was not included in the 2024-25 Fiscal Year budget. An amendment will be necessary. Funds are available in the Water/Wastewater Capital Improvement Fund - 409. Staff will submit these items to the City's insurance carrier and FEMA for potential reimbursement.		
Citizen Impact:	Restoring Clarifier #4 to normal operation was necessary for the treatment process at the WRF, and needed to maintain permit		

	compliance. Restoring this equipment was critical to the citizens and utility customers.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this emergency expenditure to Ovivo USA, LLC for repair work associated with Clarifier #4.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 25-27 Clarifier 4 repair-Ovivo (P24-0228G) 2. QSSW109081 REV1 - Ormond Beach Worm Drive Replacement
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/13/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-27

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT OF REPLACEMENT PARTS AND SERVICE FROM OVIVO USA, LLC FOR CLARIFIER #4 AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Clarifier #4, an essential piece of equipment at the Water Reclamation Facility, was damaged by Hurricane Milton and it was necessary to immediately order the replacement of several critical parts, 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 accept a quotation from Ovivo USA, LLC for parts and services to repair Clarifier #4 at the Water Reclamation Facility at a cost of $54,067.22 (a copy of said Quotation is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the parts will be appropriated to the credit of the Water & Wastewater Capital Improvement 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 of parts and services from Ovivo USA, LLC to repair Clarifier #4 at the water reclamation facility and the expenditure of funds from the Water & Wastewater Capital Improvement Fund in the amount of $54,067.22.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Phone: (801)931-3000
Fax: (801)931-3080
www.ovivowater.com

Worldwide Experts in Water Treatment

Quotation

QSSW109081

Contact Name:

	Customer: 23400	**Ship To:**
	ORMOND BEACH,FL,CITY OF P.O. BOX 277 ATTN: ACCOUNTS PAYABLE ORMOND BEACH FL 32175-0277 USA	Ormond Beach WWTP 550 North Orchard Street Ormond Beach FL 32174 USA

Phone:

Fax:

Delivery Terms	Billing Terms	Quote Date	Expiration Date	Customer RFQ No	Customer Currency
	Net 30 days	10/21/2024	11/20/2024		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
1.000			23,428.58	23,428.58	23,428.58
	EA FIELD SERVICE				
	FIELD SERVICE				
1.000		6-7 WEEKS	16,666.67	16,666.67	16,666.67
	EA 699082				
	ASSY,C30HT WORM DRIVE (NEW STYLE)				
1.000		6-7 WEEKS	3,846.16	3,846.16	3,846.16
	EA L115759-5				
	DRIVE CONTROL,4SPDT,RH,w/o POT316SS				
1.000		4-5 WEEKS	6,153.85	6,153.85	6,153.85
	EA CSW586-433				
	ASSY, MOTOR DRIVE, C30LT/HT				
1.000		1-2 WEEKS	104.16	104.16	104.16
	EA F60128				
	BEARING NDL RLR UNMTD 3.25ID,OUTER (cp)				
2.000		1-2 WEEKS	7.27	7.27	14.54
	EA 46767BC				
	RING,RETAINING,STL,2.750 (EXTERNAL)				

EWT

vanessa.vann@ovivowater.com

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	Net 30 days	10/21/2024	11/20/2024		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
1.000		1-2 WEEKS	49.44	49.44	49.44
	EA F60103				
	BRNG,NDL RLR,UNMTD,INNER RACE 2.75ID(cp)				
1.000			18.03	18.03	18.03
	EA 48806A				
	PIN,ACTUATING,2.69",STL/SB				
1.000		5-6 WEEKS	1,474.36	1,474.36	1,474.36
	EA CSW586-476				
	SUPPORT, SKIMMER, STL				
1.000		3-4 WEEKS	158.83	158.83	158.83
	EA 48634A				
	BRACE,SKIMMER SUPPORT,STEEL(700)				
1.000		6-7 WEEKS	1,700.62	1,700.62	1,700.62
	EA 767657-4B				
	ASSY,4' SKIMMING DEVICE (ALUM./SS)				
6.000		1-2 WEEKS	43.11	43.11	258.66
	EA 23951A77A				
	U-BOLT,EXTRA LONG,316 SS				

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vanessa.vann@ovivowater.com

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Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price
12.000		1-2 WEEKS	5.17	5.17	62.04
	EA	86751B			
		CLAMP,CHANNEL,316SS-,5/8",(cp)**			
12.000		1-2 WEEKS	8.21	8.21	98.52
	EA	88263C			
		CLAMP,ANGLE,316 SS			
14.000		1-2 WEEKS	1.56	1.56	21.84
	EA	F10500			
		CAPSCREW,HX HD,316SS, 1/2-13x2			
14.000		1-2 WEEKS	0.52	0.52	7.28
	EA	F10899			
		NUT,HX,1/2-13,316SS			
14.000			0.26	0.26	3.64
	EA	M025311			
		WASHER,PLN,TYPE A-W,304S/S,1/2			

Please submit purchase order to:

Your point of contact is:
Vanessa Vann
Aftermarket Parts Specialist

EWT

vanessa.vann@ovivowater.com

Ovivo USA, LLC

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Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price

Email: vanessa.vann@ovivowater.com

C: 385-449-8764

Fax: 801-931-3080

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1. Shipment: Approximately 6-7 WEEKS after receipt of purchase order and any required data. Lead times can vary depending on time of order placement and current inventory levels.

2. Quantities: The prices are based on the quantities shown and are subject to increase if a lesser quantity is required.

3. FCA: shipping point

4. Freight: ALLOWED, standard ground shipping only.

5. Packing: Made ready for standard transport.

6. Items quoted per customer provided part numbers.

7. This quote is valid for 30 Days. However, stainless steel parts pricing is valid for 10 days.

8. $100.00 Minimum Order

9. All sales are final.

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	Net 30 days	10/21/2024	11/20/2024		USD

Quantity	Item	Lead Time	Unit Price	Net Price	Extended Price

Sale Amount:	54,067.22
Sales Tax:	0.00
Total Amount:	54,067.22

EWT

vanessa.vann@ovivowater.com

Ovivo USA, LLC

OVIVO

Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

28. DATA COLLECTION PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2024

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.BB

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2025-28
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Procurement - Utilities, Riverside Drive Force Main Repair Work, Due to Hurricane Milton		
Summary:	This is an agenda item to inform the City Commission of an emergency expenditure in response to the aftermath of Hurricane Milton. On October 11, 2024, an existing 12-inch sanitary force main in the 100 block of Riverside Dr. ruptured in various locations. Repairs were attempted by staff over the following days. The extreme levels of flows resulted in compromises to the integrity of the section of the existing force main. Crews were unable to correct the encountered deficiencies despite multiple attempts. The extreme flows in the wastewater collection system were too much for the existing infrastructure due to the age and size limitation of the piping system in the region. By October 14, 2024, staff determined the compromised section was beyond the level of repair staff could provide. This force main section conveys wastewater flows from 2 City owned lift stations which serve approximately 620 residences and businesses. The staff deemed the resolution was critical and could not wait for the typical City Commission authorization. Staff reached out to various vendors to utilize the City's on-call emergency contracts. J.D. Weber Construction arrived on October 14 to provide emergency Construction Manager at Risk (CMAR) services. Crews from J.D. Weber Construction worked until the repairs were completed on October 18. The fee from J.D.Weber is $39,723.09. (The resolution for payment to All Daytona Septic Service for draining the force main was approved in a separate Commission Item on December 3, 2024.)		
Financial Impact:	The cost of $39,723.09 was not included in the 2024-2025 Fiscal Year and will need a budget amendment. Funds are available in the Wastewater Impact Fees Fund Project - 435047.		

Citizen Impact:	This project prevented sewage from backing up into homes and businesses, and prevented a potentially hazardous health condition.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this emergency expenditure to J.D.Weber Construction.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 25-28 Riverside Emerg Repair-JD Weber (P24-0236G) 2. JD Weber Invoice - Riverside Dr FM Repair - Milton
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-28

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM J.D. WEBER CONSTRUCTION CO. FOR REPAIRS TO A FORCE MAIN ON RIVERSIDE DRIVE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, a sanitary force main in the 100 block of Riverside Drive ruptured as a result of Hurricane Milton and was in need of emergency repairs, 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 accept a quotation from J.D. Weber Construction Co. to make the necessary repairs at a cost of $39,723.09 (a copy of an Invoice for the services 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 Wastewater Impact Fee Fund (435) 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 J.D. Weber Construction Co. and the expenditure of funds from

the Wastewater Impact Fee Fund in the amount of $39,723.09 to make the necessary repairs to the sanitary force main in the 100 block of Riverside Drive.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

JD Weber Construction

150 Business Center Drive
Ormond Beach, FL 32174

Tel: 386-671-2727 Fax: 386-671-2471

Invoice

DATE 12/2/2024

INVOICE 4621

PO #

PROJECT: Riverside Drive Force Main

Bill To

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

Date	Description	Quantity	Rate	Amount
	Provide labor, equipment, and material to repair and replace damaged section of 12" DIP force main			
11/25/2024	Restrained joint fittings	1	2,900.00	2,900.00
11/25/2024	Replace asphalt pavement & base	1	4,678.09	4,678.09
11/25/2024	Maintenance of traffic	1	1,985.00	1,985.00
11/25/2024	Mobilization	1	6,700.00	6,700.00
11/25/2024	Remove and replace 12" DIP force main with 12" PVC C=900	60	391.00	23,460.00
			Total	**$39,723.09**

MAKE CHECKS PAYABLE TO:
JD Weber Construction
PO Box 730386
Ormond Beach, FL 32173-0386

THANK YOU FOR YOUR BUSINESS!

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.CC

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Economic Development		
Subject:	2025 City of Ormond Beach Legislative Action Agenda		
Summary:	The City's legislative priorities for Fiscal Year 2025 focus on the City's commitment to enhancing recreational activities for special needs populations and improving water quality and resiliency. Following discussions with the Doug Bell, Metz Husband & Daughton, who represents the City in legislative affairs, items related to these topics of special needs populations and water quality are anticipated to be top priorities this legislative session and expected to be good candidates for funding opportunities. The following legislative action items are recommended for consideration: <u>Miracle Field Installation - Special Needs Population Facility Enhancement</u> The City provides extensive programs, activities, and events for individuals with special needs throughout the city and county at the city-owned Nova Community Center. The Nova Community Center Complex serves a broad range of residents from children to older adults and has a number of outdoor recreational sports fields. However, none of the existing fields are conducive to use by individuals with special needs, which eliminates opportunities for these residents to participate in a number of traditional sporting activities. The recently completed Parks & Recreation Master Plan mentions an interest from residents to enhanced special needs programming and in Section 7, Sports Facilities and Programs, a specific recommendation is made to, "Consider adding a Miracle Field and making improvements to the indoor center and park to enhance special populations programming." The installation of a field specifically designed for adaptive versions of sports provides a safe and inclusive environment for children and adults with disabilities to enjoy the benefits of recreational sporting activities and significantly expands the ability of the city to serve this population. Among other features, adaptive fields		

	incorporate smaller, modified areas and utilize custom-designed, rubberized turf fields that accommodate wheelchairs and other assistive devices while helping to prevent injuries. This project will conduct the appropriate design and construction of a new all-inclusive style field, to better service Ormond Beach's special population residents. The estimated cost of this project is $2,500,000; the legislative request is $1,250,000. <u>Storm-water Improvements between Sanchez to SR-40 from Ridgewood to Halifax River</u> This 500-acre area of the City is between Sanchez Avenue and West Granada Boulevard (SR 40), west of the Halifax River and east of Ridgewood Avenue. There are locations throughout this area that experience flooding due to undersized infrastructure (both pipe sizes and inlet capacity). This project will conduct a flood study with hydraulic analysis to confirm the level of service of existing infrastructure. This will identify the undersized infrastructure associated with the drainage systems in this area, provide the city with a conceptual design and give the city a shovel ready project. The estimated cost of this project is $1,000,000; the legislative request is $500,000.
Financial Impact:	No budget impact at this time. The projects identified are part of the City's capital plan and are already being considered for funding in future years. Should funding be made available through the legislative session, an evaluation will be made on the allocation of funds to complete the project which would come back to the City Commission for approval.
Citizen Impact:	The legislative action agenda advocates enhanced parks and recreational facilities to improve accessibility for its residents and seeks to improve water quality and resiliency. Advocacy and any funding made available for projects will have a positive impact on the citizens of Ormond Beach.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the 2025 legislative initiatives.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	
Approval:	Kelly McGuire, Finance Director 12/31/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/31/2024 Joyce Shanahan, City Manager 1/2/2025

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.DD

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Auto Renewal - FEC Blanket Lease Agreement		
Summary:	The purpose of this item is to notify the City Commission of the auto renewal of an agreement between Florida East Coast Railroad (FEC) and the City of Ormond Beach. The FEC owns right-of-way throughout the City on which it operates its tracks and facilities. The FEC provides the City with a Blanket License Agreement which includes each City utility crossing through its right-of-way/under the tracks and facilities. The original Blanket Agreement was executed in 1974. The current Agreement, executed in 2000, has renewed each year since. The 2000 license agreement covered 23 crossings, and the City has since added 15 additional crossings. The right-of-way is owned by the railroad and the City's utility crossings are essential. Therefore, the agreement must be renewed annually.		
Financial Impact:	After applying the agreement's annual CPI increase, the cost of the agreement renewal is $41,687.02, which is included in the Fiscal Year 2021-2022 budget within Fund 401 - Water and Wastewater Operating.		
Citizen Impact:	Maintaining utility crossings through the railroad's right-of-way is in the best interest of the health, safety and welfare of the citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff is planning to proceed with the auto renewal of the Blanket License Agreement with FEC, unless otherwise directed.		

Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. FEC Blanket Agmt Utility Crossings License Fee 2022	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

Florida East Coast
ROW

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

INVOICE NUMBER: 45573859
TENANT NUMBER: 751509
INVOICE DATE: 12/01/2022
DUE DATE: 12/15/2022
LEASE NUMBER 3494
FILE NUMBER: 104-1-0

TOTAL BALANCE DUE: $45,105.27

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		99-1	099+0225	100.00	VLS	SG	$2,885.94
	8" FORCE MAIN IN A 14" STEEL CASING, BOTH INSTALLED BY JACK and BORE METHOD ON SOUTH s/o BROADWAY AVE, ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-1	099+0231	100.00	VLS	SG	$2,885.94
	12" WATER MAIN IN AN 18" STEEL CASING INSTALLED BY JACK and BORE METHOD, SOUTH s/o BROADWAY AVE, ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-2478	099+2478	100.00	VLS	SG	$3,056.84
	18" steel casing w/ 1-12" HDPE water main and 1-2" PVC conduit - empty							
PWAF	Pipe-Wire License Fee		99-33	100+1951	160.00	VLS	SG	$958.26
	12" SG water main in 24" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		99-35	100+1951	165.00	VLS	SG	$1,373.30
	4" SG sewer force main in 12" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1673	100.00	BRV	SG	$2,199.53
	Modif. 18" SG Reclaimed Water Trans. Main in 24" hdpe casing n/o Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-29-1	101+1703	120.00	VLS	SG	$687.36
	10" PVC sanitary sewer in 18" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-29-2	101+1713	120.00	VLS	SG	$687.36
	12" potable water main in 20" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1735	100.00	BRV	SG	$2,199.53
	Modif 18" SG Sanitary Sewer Force Main in 24" hdpe casing at Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-1-17	101+4998	105.00	VLS	SG	$687.36
	8" DIP water main in 18" stl casing at Southern Bell facility.							
PWAF	Pipe-Wire License Fee		104-37	102+2500	100.00	VLS	SG	$687.36
	18" reclaimed water pipe in 30" steel casing on n/s of Nova Rd.							
PWAF	Pipe-Wire License Fee		104-29-3	102+2508	120.00	VLS	SG	$687.36
	10" PVC sanitary sewer in 18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-19	102+2518	100.00	VLS	SG	$687.36
	12" DIP water main in 24" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-15	102+2532	100.00	VLS	SG	$687.36
	8" water main in18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-14	102+2537	100.00	VLS	SG	$687.36
	6" forcemain in16" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-11	103+2550	100.00	VLS	SG	$687.36
	8" forcemain in 20" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	103+2560	100.00	VLS	SG	$687.36
	30" rcp gravity sewer at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-16	103+2570	105.00	VLS	SG	$687.36

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check

Florida East Coast
ROW

INVOICE NUMBER:	**45573859**
TENANT NUMBER:	**751509**
INVOICE DATE:	**12/01/2022**
DUE DATE:	**12/15/2022**
LEASE NUMBER	**3494**
FILE NUMBER:	**104-1-0**

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

TOTAL BALANCE DUE: $45,105.27

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
	20" dip sanitary sewer in32" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-20	103+2587	105.00	VLS	SG	$687.36
	18" dip gravity sewer in 36" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-25	103+2612	105.00	VLS	SG	$1,009.84
	2" SG Telecom conduit for FOCables crossing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-23	103+2644	100.00	VLS	SG	$687.36
	24" wastewater reuse main in 42" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0146	42.00	VLS	SG	$687.36
	manhole 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-5	104+0166	100.00	VLS	SG	$687.36
	1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0172	47.00	VLS	SG	$687.36
	Junction Box 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-27	104+1034	100.00	VLS	SG	$1,374.69
	2" SG Telecom conduit for FOCables crossing at W. Granada Blvd.							
PWAF	Pipe-Wire License Fee		104-1-13	104+1082	100.00	VLS	SG	$687.36
	16" water main in28" stl casing at GRANADA Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	104+1735	100.00	VLS	SG	$687.36
	18" sanitary sewer in 30" stl casing at TOMOKA Ave.							
PWAF	Pipe-Wire License Fee		104-1-24	104+1751	100.00	VLS	SG	$1,626.75
	8" SG Reclaimed Water Main and 2" Telecom Conduit inside 18" steel casing at Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-8	104+1761	100.00	VLS	SG	$687.36
	2" ci pipe in conc culvert n/o Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-9	104+2526	100.00	VLS	SG	$687.36
	12" water main in 24" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-18	104+2596	100.00	VLS	SG	$687.36
	16" DIP water main in 28" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-28	104+4000	100.00	VLS	SG	$2,062.06
	8" SG Water Main in 14" steel casing n/o Division Ave.							
PWAF	Pipe-Wire License Fee		104-1-4	104+4180	100.00	VLS	SG	$687.36
	16" raw water main in 30" stl casing at DIVISION Ave.							
PWAF	Pipe-Wire License Fee		104-1-29	105+0219	100.00	VLS	SG	$1,308.59
	2" SG Telecom conduit for FOCable crossing at Hand Ave. for City internal use only.							
PWAF	Pipe-Wire License Fee		104-1-12	105+0220	100.00	VLS	SG	$687.36
	12" gravity sewer in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	105+0235	100.00	VLS	SG	$687.36
	6" forcemain in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-28	105+0240	100.00	VLS	SG	$2,199.53
	16" SG Water Main in 24" steel casing on s/s of Hand Ave.							

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

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FEC ROW LLC
7150 PHILIPS HIGHWAY
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Florida East Coast
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INVOICE NUMBER:	**45573859**
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FILE NUMBER:	**104-1-0**

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

TOTAL BALANCE DUE: $45,105.27

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		105-1500	105+1500		VLS	SG	$3,467.83
1-60" Steel Casing w/ 1-36" DIP Stormwater Force Main; 1-2" conduit w/ Fiber Optic Cable (between casing and force main)								

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

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City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.EE

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - The Fish Tank Aquarium Maintenance		
Summary:	This is to notify the City Commission of staff's intent to allow the auto-renewal of The Fish Tank aquarium maintenance agreement. On February 21, 2023, the City Commission approved The Fish Tank to maintain the aquarium at the EDC. The contract states the agreement shall be for 2 years beginning February 21, 2023, and may be renewed for 3 additional one-year periods unless the agreement is terminated in writing by either party. The Fish Tank has provided consistent, quality service for the ongoing maintenance of the city's aquariums.		
Financial Impact:	Funding for this service of $33,600 is included in the FY 2024-25 General Fund budget for the EDC.		
Citizen Impact:	Having a clean and properly maintained aquarium ensures necessary care for the tank and the fish, and enhances the experience while visiting the EDC.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew The Fish Tank aquarium maintenance agreement for an additional year, unless otherwise indicated.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. RES 2023-49 (7B) 2. Insurance Cert		

Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

RESOLUTION NO. 2023-49

A RESOLUTION ACCEPTING A BID FROM AQUASCAPES, LLC d/b/a THE FISH TANK TO PROVIDE MAINTENANCE SERVICES FOR THE AQUARIUM AT THE ENVIRONMENTAL DISCOVERY CENTER, UNDER BID NO. 2023-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-02) regarding maintenance services for the aquarium at the Environmental Discovery Center ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by Aquascapes, LLC d/b/a The Fish Tank in the amount of $33,600.00 is the lowest responsible and responsive bid (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the General Fund for the Project and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The bid submitted by Aquascapes, LLC d/b/a The Fish Tank to perform the Project in the amount of $33,600.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Aquascapes, LLC d/b/a The Fish Tank for the performance of the Project at the said price, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st day of February, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\02-21-23\23-49 Aquarium Maint-Aquascapes (P23-0020G).doc

AGREEMENT FOR SERVICES

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 **Aquascapes, LLC d/b/a The Fish Tank** ("Contractor"), 820 N. Nova Road, Daytona Beach, FL 32117, 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 Bid ("EDC-Weekly Aquarium Maintenance", Bid No. 2023-02) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement may be renewed for three (3) additional one-year periods upon mutual agreement of the parties hereto.

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

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

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

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

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

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

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

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

City of Ormond Beach	**Aquascapes, LLC**
Joyce Shanahan, City Manager	**d/b/a The Fish Tank**
(copy to City Attorney)	Brad Lewis, Owner
22 South Beach Street	820 N. Nova Road
Ormond Beach, FL 32174	Daytona Beach, FL 32117

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least

one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

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

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

DATED this 21 day of February, 2023.

Witnesses:

Print Name: Taylor Lochert

Print Name: Nicole A. Harris

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 21 day of February, 2023.

Witnesses:

Nicole A. Harris

Print Name: Nicole A. Harris

Susan Dauderis

Print Name: Susan Dauderis

AQUASCAPES, LLC
d/b/a The Fish Tank

By: Brad Lewis

Print Name: Brad Lewis

Title: Owner

Attest: _____

Print Name: _____

Title: _____

\\ormondbeach\dfs\Dept\Legal\CINDY\Contracts\Aquascapes LLC (aquarium maint P23-0020G).docx

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **EDC – Weekly Aquarium Maintenance**

BID NUMBER: **2023-02**

BID OPENING DATE & TIME: **January 11, 2023 at 2:00 PM**

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

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: The Fish Tank

BIDDER'S MAILING ADDRESS: 820 N. Nova Rd

CITY-STATE-ZIP: Daytona Beach, FL 32117

F.E.I.N. or S.S. NUMBER: 45-5200051

PHONE NUMBER: 386-255-2253

EMAIL: aquascapesdb@gmail.com

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)

Brad Lewis
NAME (TYPED)

Business Owner
TITLE

12/16/2022
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 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 DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

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

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

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <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 32175.
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL 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

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

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 101, 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.

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.

Background:

Environmental Discovery Center

Mission Statement

The Environmental Discovery Center's mission is to foster an awareness and appreciation of the natural environment by providing stimulating environmental education programs that inspire participants to be active stewards of their surrounding natural resources.



Ormond Beach
Environmental
Discovery Center
at Central Park

About the Center

The City of Ormond Beach's Environmental Discovery Center (EDC) provides visitors with a glimpse into the diverse ecosystems of Ormond Beach, specifically Central Park. This 2,000 square foot facility is designed to be self-guided. The building serves as a hub for the programming and special events that will immerse visitors in these ecosystems and provide hands-on education.

Located in Central Park at:
601 Division Avenue
Ormond Beach, FL 32174
(386) 615-7081

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified companies to submit Bid for:

Daily Services

Monday–Friday, 2 (min) hrs. per day, duties must include:

- Feeding and monitoring of animal health
- Identification of parasitic, fungal, and bacterial infections of fish, reptiles and amphibians
- Supplying medications and treating when necessary
- Keep daily written records of weights, growth rates, feedings, medications, water tests, additives, reason for any losses, etc.

Weekly Services

Once per week duties must include:

- Testing of water parameters, parameter corrections, water changes, filter cleaning and/or replacement, media replacement, change of reptile bedding
- Weighing of snake to monitor and determine dietary needs

Monthly Services

Detailed services not otherwise performed on a daily or weekly basis.
Examples include but are not limited to:

- Ultra violet sterilization bulb replacement
- Cleaning of quartz sleeves
- Cleaning and replacement of exhibit decorations
- Par readings of aquaponics system

Special Events/Weekend/Emergency Call outs

- Will be available on an as needed basis, including before/after natural disasters
- Must respond within (1) hour of initial contact from staff
- Expected to work on holidays and weekends when needed
- May be required to attend/speak at special events

Additionally

Must be able to provide food, medications and various supplies including but not limited to additives, plants, bedding, decorations, replacement filters and filtration, misc. accessories, lamps, testing equipment etc. for:

- 1 Aquarium featuring invasive Florida Fish
- 1 Aquarium featuring native Florida Fish
- 2 Native Snake Displays
- 1 Red Bellied Cooter Turtle display
- 1 Box Turtle Display
- 1 Amphibian Display

*Must have valid licensing to purchase, hold, and distribute requested livestock and plants.
* Services must also include up to 30 days offsite quarantine of livestock replacements for exhibits.

AWARD:

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

COST ADJUSTMENTS:

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

TAXES:

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

TERM

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three (3), one-year terms thereafter upon mutual written agreement.

OTHER AGENCIES:

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

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

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

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.

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME

Business Owner
TITLE

12/16/2022
DATE

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

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: The Fish Tank

VENDOR/CONTRACTOR LICENSE NUMBER: BT-34902

ADDRESS: 820 N. Nova Rd, Daytona Beach, FL 32117

PHONE NO.: 386-255-2253 EMAIL: aquascapesdb@gmail.com

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

TITLE: Business Owner

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

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02
BIDDING SPECIFICATIONS

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

BID SCHEDULE

Item No:	Description:	Quantity:	Unit:	Unit Price:	Total Price:
1.	Hourly Rate for Weekly Maintenance	520	EA	$60.00	$31,200
2.	Estimated Monthly Livestock	12	EA	$200.00	$2,400

TOTAL BID FOR CONTRACT $33,600.00 (Figures)

Thirty Three Thousand Six Hundred Dollars and 00/100 (Words)

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

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.

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME (PRINT OR TYPE)

Business Owner
TITLE

12/16/2022
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.

The Fish Tank

COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis

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: The Fish Tank

Address: 820 N. Nova Rd, Daytona Beach, FL 32117

Business or Contractor License Number: BT-34902

Phone Number: 386-255-2253 Fax Number: 386-872-5185

Owner's Name: Brad Lewis Signature: Brad Lewis

AMANDA TERESA C...
Notary Public - State of Florida
Commission # GG 286681
My Comm. Expires Dec 25, 2022
Bonded through National Notary Assn.

Sworn to before me this 16th day of December

Notary Public for the State of Florida My Commission Expires Dec 25, 2022

Notary Public Signature: Amanda Cruz Printed Name: Amanda Cruz

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____ Date: _____

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

Registration Requirements

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

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

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

State Certified/Registered Contractors

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

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

Insurance Requirements

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

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

2. **Payment on Behalf of City**

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

3. **Loss Control/Safety**

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

4. **Service Bond**

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

C. Contractor's Insurance

1. **General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

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

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

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments

or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

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

E. Policies of Insurance

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

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

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

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

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

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.

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME (PRINT OR TYPE)

Business Owner
TITLE

12/16/2022
DATE

Meeting Date: 2/21/2023	**AGENDA ITEM**		**Number:** 7.B
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-49
Strategic Goal:	Quality of Life – Other		
Department :	Leisure Services		
Subject:	Contract Award - EDC Aquarium Maintenance to the Fish Tank		
Budget Impact:	Funding for this services is included in the FY 2022-23 General Fund budget of the EDC.		
Summary:	This item requests approval for awarding the weekly aquarium maintenance at the EDC to The Fish Tank, the sole responsive bidder and successful provider of services to the EDC aquarium since the EDC was opened.		
Recommended Action:	The staff's recommendation is to award the weekly aquarium maintenance at the EDC to The Fish Tank at an annual cost of $33,600.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		

Approval:

Kelly McGuire, Finance Director	1/30/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	2/6/2023	
Joyce Shanahan, City Manager	2/15/2023	Joyce Shanahan

CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: February 21, 2023

Subject: Contract Award - EDC Aquarium Maintenance to the Fish Tank

Commission Goal: Quality of Life – Other

Introduction

This is a recommendation for the City Commission to authorize the awarding of a contract for the weekly aquarium maintenance at the Environmental Discovery Center (EDC).

Background

This agenda item is to award a ***maintenance agreement*** for the cleaning, inspection, and testing of the aquarium equipment and environment, as well as stocking, feeding, and caring for the reptiles and fish. At the December 6, 2022 City Commission meeting, staff notified the City Commission of the intent to solicit these services through BID# 2023-02 for the weekly aquarium maintenance at the Ormond Beach EDC. At a previously City Commission meeting on January 24, 2022, replacement of the EDC fish aquariums and reptile cages was approved by the City Commission due to age-related deterioration and repair needs.

Discussion

The Weekly Aquarium maintenance at the Environmental Discovery Center bid was advertised for proposals in December of 2023. The City received one (1) bid from The Fish Tank in January of 2023. Staff reviewed the bid and determined all requirements had been met. The Fish Tank has been serving Volusia and Flagler County for both fresh and saltwater needs for over 50 years. The current owner of The Fish Tank previously worked at the Volusia County Marine Science Center and has over ten years of aquarium retail experience. His team is supported by a service department manager with over 20 years of fresh and saltwater aquarium maintenance experience, a store manager with over 30 years of experience working with fresh and saltwater aquariums, a freshwater plant specialist, and a coral specialist.

Budget Impact

Funding for this services is included in the FY 2022-23 General Fund budget of the EDC.

Citizen Impact

Having a clean and properly maintained aquarium ensures necessary care for the tank and the fish, and enhances the experience while visiting the EDC.

Recommendation

The staff's recommendation is to award the weekly aquarium maintenance at the EDC to The Fish Tank at an annual cost of $33,600.

Attachments:

1. 23-49 Aquarium Maint-Aquascapes (P23-0020G)
2. Aquascapes agreement
3. City of Ormond Non Conflict Statement
4. BID 2023-02 tabulation

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: January 30, 2023

Claire Whitley, Assistant City Manager — Date: February 06, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: February 15, 2023

BID OPENING TABULATION

Project: EDC - Weekly Aquarium Maintenance

Bid Number: 2023-02

Date & Time: January 11. 2023 at 2:00 PM

Bidder	Bid Bond	Total
The Fish Tank	no	$33,600.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Sarah Garcia
Environmental Discovery Center Coodinator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/24

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:	
MCCLAIN INSURANCE AGENCY INC 1010 Ocean Shore Blvd Ormond Beach, FL 32176-3689	PHONE (A/C, No, Ext): (386)441-1600	FAX (A/C, No): (386)441-1602
	E-MAIL ADDRESS: mcclainagency@bellsouth.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BURLINGTON	
INSURED	INSURER B : LLOYD'S OF LONDON	
AQUA SCAPE dba THE FISH TANK 2455 W INTERNATIONAL SPEEDWAY BLVD UNIT 701 DAYTONA BEACH, FL 32114	INSURER C : TRAVELERS	
	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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			627B012153	12/19/24	12/19/25	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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? 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	COMM PROPERTY W/WIND			BINDER CLP3026613	12/19/24	12/19/25	DED 2500.	250,000

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

C. BOILER & MACHINERY 4248945 2/14/2024 - 2/14/2025

CERTIFICATE HOLDER

CITY OF ORMOND BEACH
LEISURE SERVICES DEPT
399 N US 1
ORMOND BEACH, FL 32174
JEANELLE.JONES@ORMONDBEACH.ORG

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

January 7, 2025 - City Commission

Number: 7.FF

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Florida Firefighter Cancer Decontamination Equipment Grant		
Summary:	This is a request for the City Commission to approve a grant award from the Florida Department of Financial Services, Division of State Fire Marshal, under the FY 2024-2025 Florida Firefighter Cancer Decontamination Equipment Grant Program. The application cycle occurred July 3 - 24, 2024, with the State receiving requests for $2.25 million in equipment with a total of $500,000 available for grant funding. Staff submitted an application on July 24 requesting Personal Protective Equipment (PPE) consisting of 4 storm sticks, 47 sets of structural gloves, and 47 helmet ear flaps. These items were part of the previous year's grant application, but the City was not awarded sufficient funding for these items. On September 25, 2024, staff received notification that the City's application was approved for procurement of the above items, not to exceed a total cost of $15,256.80.		
Financial Impact:	The estimated total cost is $15,798.50 ($15,398.50 + $400.00 shipping). The grant award will provide up to $11,548.88 for the purchase with the City providing the required 25% match of $3,849.63, in addition to shipping and any additional costs. The City's matching funds are available within Fund 305 - Public Safety Vehicle & Equipment.		
Citizen Impact:	The requested items will reduce turnaround time, improve on-scene decontamination of PPE and other equipment, and will get firefighters back in service with safe, decontaminated PPE, while helping to prevent unnecessary carcinogen exposures.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends acceptance of the grant award.
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270
Attachments:	1. Grant Agreement FM952 DFS and City of Ormond Beach 2. Grant Award Letter
Approval:	Kelly McGuire, Finance Director 12/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/16/2024 Joyce Shanahan, City Manager 12/18/2024

Agreement # FM952

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF ORMOND BEACH

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of Ormond Beach (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds in Line 2476 of the General Appropriations Act for the 2024-2025 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds twenty-five percent (25%) of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows**:**

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Scope of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
   The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State's fiscal year in which the grant was awarded. The Department shall not be

obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. Payment and Funding Considerations:

4.1. Funding: This Agreement is a cost-reimbursement agreement, subject to a minimum twenty-five percent (25%) match of funds from a nonstate source of funding, not to exceed the amount of funds stated in Attachment 1, Scope of Work. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: https://myfloridacfo.com/division/aa/vendors.

4.3. Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes: The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. Expenditures:

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: reference-guide-for-state-expenditures.pdf (myfloridacfo.com)

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. Governing Laws of the State:

6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

6.3. Employment Eligibility Verification: N/A

6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A

7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit

Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublictions/NIST.SP.800-88rl.pdf

12.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

13. Public Records: Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to this "Agreement."

14. Assignments, Subgrants, and Contracts:

14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the

Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

16.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

16.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.

16.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17, Disposition of Property, below.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property: N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

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

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless

specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: https://myfloridacfo.com/division/aa/vendors.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. Entire Agreement: This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Statement of Work;
ii. This Agreement;
iii. Appendix 1, Itemized Equipment List;
iv. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
v. Addendum A, Public Records Requirements; and
vi. Attachment 3, Index of Applicable Laws and Regulations.

26. Time is of the Essence: Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department

agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee

shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

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

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

31. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. Survival: Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. Execution in Counterparts: The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. Contact Information for Grantee and Department Contacts:

Grantee's Payee:	**Grantee's Agreement Manager:**
City of Ormond Beach	Travis Taft (Battalion Chief)
364 S. Atlantic Ave	364 S. Atlantic Ave
Ormond Beach, FL 32176	Ormond Beach, FL 32176
(386) 846-5994	(386) 846-5994
Travis.taft@ormondbeach.org	Travis.taft@ormondbeach.org

Department's Agreement Manager:

Ginie Chibuzor
200 E. Gaines Street
Tallahassee, FL 32399
(850) 413-3631
Ginie.Chibuzor@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

[*THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

City of Ormond Beach		**DEPARTMENT OF FINANCIAL SERVICES**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Attachment 1

STATEMENT OF WORK

1. **Project Description:** The Grantee has been awarded funding for the 2024-2025 Fiscal Year in the amount of $11,548.88. The funds will be used for the purchase of equipment, specifically, forty-seven (47) Gloves, forty-seven (47) Ear Flaps, and four (4) Storm Sticks as further described in Appendix 1 and Appendix 2 , Itemized Equipment List.

2. **Program Requirements:** The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

   a. Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.

   b. Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.

   c. Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.

   d. Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.

   e. Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

   f. Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

   g. Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

3. **Grantee's Responsibilities:** The Grantee shall:

a. Purchase the equipment as specified in Appendix 1, and Appendix 2 Itemized Equipment List.
b. Provide the Department with the required supporting documents with the invoice as specified in Section 6, Invoice Submittal and Payment Schedule.
c. Receive the equipment as described in Appendix 1, and Appendix 2 in a timely manner not to exceed the Agreement Duration stated in Section 3., Agreement Duration, of the Agreement.
d. Provide the Department with sufficient documentation that ensures receipt of the equipment.
e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
f. Submit monthly fire incident data to the National Fire Incident Reporting System via https://www.nfirs.fema.gov/NFIRSWeb/login for the entire duration of the Agreement Duration listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.
g. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
h. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
i. Provide the written agreement with the fire service provider under which the Grantee is operating.

4. **Department's Responsibilities:** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed $11,548.88.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. **Deliverables:** The Grantee shall complete the following deliverables:

Deliverable No. 1 – Purchase forty-seven (47) Gloves and forty-seven (47) Ear Flaps		
Task	**Documentation**	**Financial Consequences**
Purchase and receipt of equipment as described in Appendix 1, Itemized Equipment List.	A. Grantee must provide proof of payment of the equipment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). B. Grantee must provide proof of receipt of the equipment.	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Agreement Duration, or if accurate and sufficient documentation is not received from the Grantee.

TOTAL AMOUNT NOT TO EXCEED $5,551.88	

Deliverable No. 2 – Purchase four (4) Storm Sticks		
Task	**Documentation**	**Financial Consequences**
Purchase and receipt of equipment as described in Appendix 2, Itemized Equipment List.	C. Grantee must provide proof of payment of the equipment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). D. Grantee must provide proof of receipt of the equipment.	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Agreement Duration, or if accurate and sufficient documentation is not received from the Grantee.
TOTAL AMOUNT NOT TO EXCEED $5,997.00		

6. **Invoice Submittal and Payment Schedule:** This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 5, Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed $11,548.88 subject to the availability of funds. To request reimbursement, the Grantee shall:

a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
   i. Are specifically for the equipment represented in this Agreement;
   ii. Have been paid;
   iii. Were incurred within the Agreement Duration as specified in the Agreement Duration of the Agreement; and
   iv. Are not a duplicate, and duplicates will not be submitted to another funding source.

b. Provide all documentation necessary to demonstrate completion of the Deliverable listed in Section 5, Deliverables.

c. Provide the itemized invoice from the vendor listed in Appendix 1, that matches the equipment described in Appendix 1 and Appendix 2.

d. Provide proof of payment to the specified vendor.

7. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to complete the required duties outlined in this SOW shall result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 5, Deliverables within the specified Agreement Duration shall result in the expenditure not being reimbursed by the Department.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. **Disposition of Property:** Pursuant to Section 16, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing of the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein, and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

-End of Attachment 1 (Statement of Work)-

Appendix 1

Itemized Equipment List





MUNICIPAL EQUIPMENT - FLORIDA
408 BIF COURT
ORLANDO, FL 32809
PHONE (800) 228-8448

Quote

Entered Date	Taken By	Customer #	Order #
10/21/24	MC01	15310	447804-00
PO #		**Requested Ship Date**	**Page #**
		10/21/24	1

Bill To	Ship To	Correspondence To
CITY OF ORMOND BEACH ORMOND BEACH FIRE DEPT. ACCOUNTS PAYABLE 22 S BEACH ST / P.O. BOX 277 ORMOND BEACH, FL 32174-6386	ORMOND BEACH FIRE DEPT. ATTN: CHIEF TAFT 364 SOUTH ATLANTIC AVENUE ORMOND BEACH, FL 32176	MUNICIPAL EQUIPMENT CO, LLC 408 BIF COURT EMAIL: sales@mecofire.com PHONE (800) 228-8448 ORLANDO, FL 32809

Instructions

Ship Point	Via	Shipped	Terms
MUNICIPAL EQUIPMENT - FLORIDA			NET 30 DAYS

Notes
FREIGHT INCLUDED QUOTE EXPIRES 12/21/24

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	5283 SHELBY BIG JAKE VENDOR IS SHELBY LIST PRICE -15% LIST PRICE IS $152.50 PER LAKE CO CONTRACT #22-730H	00000	47.00	47.00	each	125.15	each	5,882.05
2	LFH956 LION QuickClean Black Nomex, Black Flannel ***VENDOR IS LION ***LIST PRICE IS $55.00 ***LIST -20% ***PER LAKE CO CONTRACT #22-730H	00000	47.00	47.00	each	32.35	each	1,520.45

2	**Lines Total**	**Total Order Quantity**	**94.00**		**Subtotal**	**7,402.50**
					Taxes	**0.00**
					Total	**7,402.50**

Appendix 2

Itemized Equipment List

Thin Red Line Decon

2014 Edgewater Drive
Suite 148
Orlando, FL 32804

Pro Forma / Estimate

Date	Estimate
10/16/2024	2024-040

Name / Address
Ormond Beach Fire Department BC Travis Taft 364 S. Atlantic Avenue Ormond Beach, FL

Project

Item	Description	Qty	U/M	Rate	Total
Storm Stick System	Complete StormStick Decon System including StormStick delivery device with 6' hose, detergent proportioning system, 15x detergent Activators, 2x Burstfiber Brushes, grab-handle bracket and discharge assembly (please specify size)	4		1,999.00	7,996.00
Customer Shipping	Flat Rate Shipping	4	ea	100.00	400.00

Subtotal	$8,396.00
Sales Tax (6.5%)	$0.00
Total	$8,396.00

ATTACHMENT 2

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

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

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

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): Ginie.Chibuzor@MyFloridacfo.com

or

Paper (hard copy):
Ginie Chibuzor
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

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

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

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

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

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

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Fire Decontamination Equipment Grant Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants, 43.013
   Amount: The amount listed in the first paragraph of Attachment 1, Specific Grant Awards, of this Agreement.

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Equipment Grant Status Report

Instructions: This form is to be completed by the grantee at least once during the Performance Period. Complete all sections to the best of your ability and send to the assigned Grant Manager within the Division of State Fire Marshal.

Grantee:	**Reporting Date:**	**Contract Number:**
Equipment Purchase Description:		
1. Phases Complete (Check)		
Quote from Vendor	Equipment Order	Equipment Purchased
Grant Execution	Payment	Equipment Delivery
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		

FOR REFERENCE ONLY
DO NOT USE

Grantee	**Grantee Representative** I certify that the information provided above is true and correct per the terms of the Grant Agreement.		
	Date	**Printed Name/Title**	**Signature**
Department	**Comments/Notes**		
	Review Date	**Site Visit** __Yes __No __N/A	**Contract Manager Signature**

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Grant Agreement

Attachment 5 - Reimbursement Request

I, _____ , on behalf of
(Print name of Grantee's Grant Manager)

_____ , do hereby certify for
(Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

1) The costs being claimed on this request are specifically for the equipment listed in the grant award and agreement;

2) The Grantee has paid such costs;

3) The costs being claimed on this request were incurred within the dates specified in the Performance Period of the Agreement document;

4) The costs being claimed on this request are not a duplicate and will not be requested from any other fund source.

_____
Signature of Grantee's Grant Manager

_____
Print Name

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Reimbursement Detail

Request #	**Grantee:**	
Submit Date:	**Grantee Address:**	
Contract #	**Grantee Contact:**	
Deliverable:		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested

Required Match	$	Request Total	$
		Total Previous Payments	$
		Total Grant Amount	$
		Remaining Funds	*$*

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

Grantee Signature & Date:

SFM Use

Contract Manager Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

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

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

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

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

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

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

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

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

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

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

September 25, 2024

SENT VIA ELECTRONIC MAIL ONLY

Ormond Beach Fire Department
travis.taft@ormondbeach.org

Re: Notice of Grant Award from the Decontamination Equipment Grant Program

Ormond Beach Fire Department:

My name is JoAnne E. Rice, Director of the Division of State Fire Marshal within the Department of Financial Services. On behalf of the Division of State Fire Marshal (Division), it is my privilege to inform you that the Division approved your grant application for the 2024-2025 fiscal year in the amount of $15,256.80 for the purchase of (47) Gloves and (47) Ear Flaps. A match of 25% of the awarded amount is required.

To accept the grant award, you must complete and email the included Confirmation Form to SFMGrant@MyFloridaCFO.com. Once the Division receives the completed form, a contract manager will be assigned and contact you to discuss next steps. The contract manager will be your main point of contact for all matters relating to this Notice of Grant Award, the grant award funds agreement, and the payment of funds.

If you have not already done so, please ensure that you are in "full" safety compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed by you within 90 days from the date of this Notice of Grant Award. If not completed, then this grant award will be revoked.

Please note, the defined performance period for the grant is one year starting July 1, 2024, and ending June 30, 2025. If your equipment purchase will take longer than one year to complete and meet payment requirements, you must notify your assigned contract manager as soon as possible.

Congratulations, the Division looks forward to working with Ormond Beach Fire Department on this important project.

Sincerely,

JoAnne E. Rice, Director
Division of State Fire Marshal

LT/ct

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CONFIRMATION FORM

Contact Information

Grantee:	Ormond Beach Fire Department
Federal ID #:	FD - 08012 City - 596000398
Mailing Address:	364 S. Atlantic Ave.
City, State, Zip:	Ormond Beach, FL 32176
Physical Address:	364 S. Atlantic Ave.
City, State, Zip:	Ormond Beach, FL 32176

Contract Manager

Name:	Travis Taft
Title:	Battalion Chief
Phone:	386-846-5994
Email:	travis.taft@ormondbeach.org

If different than the Contract Manager, please list the designated signatory:

Name:	
Title:	
Phone:	
Email:	

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.GG

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application		
Summary:	This is a request for the City Commission to allow the on-line submittal of a grant request to the U.S. Department of Homeland Security (DHS), under the Staffing for Adequate Emergency Response (SAFER) Grant Program, for the hiring of 5 firefighters. The application period typically opens between February and April each year and remains open for 30 days. This item seeks City Commission approval to apply for the grant once the application period opens. If awarded, acceptance of the grant would be brought back to the Commission for approval. The SAFER Grant was created to provide funding directly to fire departments to aid in increasing or maintaining the number of trained "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association's (NFPA) standards NFPA 1710 - Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Receiving a grant award would allow for the hiring of 5 additional firefighters, bringing each OBFD station to a staffing level of 4 firefighters per shift at each of the 4 fire stations, consistent with the NFPA 1710 standard. Staffing each station with 4 personnel would increase operational efficiency and capability on a variety of emergency scenes, allowing for increased life safety and decreased property loss for the community.		
Financial Impact:	A SAFER award would cover the costs of salary and benefits for the approved firefighter positions for a period of 36 months. There was no		

	cost share/match or position cost limit for the FY 2023 SAFER Program or the FY 2022 SAFER Program, and it is anticipated this will continue when the FY 2024 Notice of Funding Opportunity is released. The cost of additional firefighter positions beyond the 36-month period would be the sole responsibility of the City. Five additional firefighter positions would cost approximately $500,000 and require a tax rate increase of 3%. Acceptance of any potential grant award would be brought back before the City Commission for approval, including any changes to cost sharing.
Citizen Impact:	The SAFER grant significantly benefits citizens by enhancing public safety and emergency response capabilities.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission authorize the submittal of an on-line application for the SAFER grant.
Staff Contact:	Nathan Quartier, Deputy Fire Chief, (386) 676-3270
Attachments:	1. NFPA 1710 2. Report-on-Residential-Firegrounds-Field-Experiments 3. fema_fy23-safer-nofo
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

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NFPA® 1710

Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

2020



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NFPA® 1710

Standard for the

Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

2020 Edition

This edition of NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments,* was prepared by the Technical Committee on Fire and Emergency Service Organization and Deployment-Career. It was issued by the Standards Council on April 28, 2019, with an effective date of May 18, 2019, and supersedes all previous editions.

This edition of NFPA 1710 was approved as an American National Standard on May 18, 2019.

Origin and Development of NFPA 1710

In 2001, the first edition of NFPA 1710 was issued. The development of that benchmark standard was the result of a considerable amount of hard work and tenacity by the technical committee members and the organizations they represented. That standard was the first organized approach to defining levels of service, deployment capabilities, and staffing levels for substantially career fire departments. Research work and empirical studies in North America were used by the committee as a basis for developing response times and resource capabilities for those services, as identified by the fire department.

Following the issuance of the first edition, the NFPA Standards Council asked the technical committee to begin the revision process for a 2004 edition of the standard. The committee formed several task groups to look at various aspects of the document. However, recognizing that the standard had not been fully field tested, the extent of the changes proposed were minimal with a cleanup of definitions, the addition of wording regarding equivalency in the annex, and clarification that the discussion on rate of fire propagation in the annex involved unsprinklered rooms.

The 2010 edition of NFPA 1710 standardized and refined terminology and definitions used in the document. Particular attention was paid to terminology for time frames for the various events that occur from event initiation to the end of the fire department's involvement with the incident. This included recognition that there is a time interval to initiate action or intervene at the end of travel time and before control and mitigation actually begin.

The requirements for time frames for alarm handling were revised to correspond to changes being made to NFPA 1221. The time allowance for turnout for fires and special operations was lengthened to 80 seconds, but the time measurement was defined to start at the beginning of the transmission of response data to the emergency response units or emergency response facilities. All times shown as both minutes and seconds were changed to seconds only because that is the level of precision in which the committee intends time to be measured. An application section was added in Chapter 1. The travel times for units responding on the first alarm were clarified to indicate the first unit must arrive within 4 minutes travel time and all units must arrive within 8 minutes travel time. The quadrennial report required to be provided to the AHJ in the previous edition was changed to an annual report.

The annex material related to the requirement stated for an initial full alarm assignment capability was moved to the body of the standard to clarify that the requirement applies to a structure fire in a typical 2000 ft^2 (186 m^2), two-story single-family dwelling without basement and with no exposures. In addition, wording was added to require additional resources be deployed on fires in occupancies that present hazards greater than the two-story single-family dwelling. The community-wide risk management model that has been in an annex to NFPA 1710.

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The work done by the committee provided the user with a template for developing an implementation plan on the standard. Most important, it provided the body politic and citizens a true picture of the risks in their communities and the fire departments' capabilities to respond to and manage those risks.

In the 2016 edition, the committee added three new occupancies and the appropriate response staffing levels for garden-style apartment, open-air strip mall, and high-rise occupancies. In addition, redundant text was removed, and some language was clarified.

For the 2020 edition, the committee has updated the definition for *career fire department* and clarified how to determine if the department would fall under either NFPA 1710 or NFPA 1720. The committee has also added several new definitions relating to geographic areas based on population density, and included the number of responders needed based on type of incident and tasks to accomplish. New requirements have been added for mobile water supply tankers/tenders. Requirements for deployment and training of incident safety officers have been added as well. And material on wildland fire suppression has been expanded.

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Rep. Metropolitan Fire Chiefs-IAFC/NFPA

Thomas George Arnold, Fairfax County Fire Rescue, PA [E]

Michael S. Digman, Metro West Fire Protection District, MO [U]

Dave Downey, Miami Dade Fire Rescue, FL [E]
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Patrick J. Morrison, International Association of Fire Fighters, DC [L]
(Alt. to Thomas Hanify)

Ken Holland, NFPA Staff Liaison

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NOTE: Membership on a committee shall not in and of itself constitute an endorsement of the Association or any document developed by the committee on which the member serves.

Committee Scope: This Committee shall have primary responsibility for documents on the organization, operation, deployment, and evaluation of substantially all career public fire protection and emergency medical services.

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Contents

Chapter 1 Administration **1710–** 5
1.1 Scope. **1710–** 5
1.2 Purpose. **1710–** 5
1.3 Application. **1710–** 5
1.4 Equivalency. **1710–** 5

Chapter 2 Referenced Publications **1710–** 5
2.1 General. **1710–** 5
2.2 NFPA Publications. **1710–** 5
2.3 Other Publications. **1710–** 6
2.4 References for Extracts in Mandatory Sections. **1710–** 6

Chapter 3 Definitions **1710–** 6
3.1 General. **1710–** 6
3.2 NFPA Official Definitions. **1710–** 6
3.3 General Definitions. **1710–** 6

Chapter 4 Organization **1710–** 9
4.1 Fire Department Organizational Statement. .. **1710–** 9
4.2 Fire Suppression Services. **1710–** 10
4.3 Emergency Medical Services. **1710–** 10
4.4 Special Operations. **1710–** 10
4.5 Airport Rescue and Fire-Fighting Services. **1710–** 10
4.6 Marine Rescue and Fire-Fighting Services. **1710–** 10
4.7 Wildland Fire Suppression Services. **1710–** 10
4.8 Intercommunity Organization. **1710–** 10

Chapter 5 Fire Department Services **1710–** 11
5.1 Purpose. **1710–** 11
5.2 Fire Suppression Services. **1710–** 11
5.3 Emergency Medical Services (EMS). **1710–** 13
5.4 Special Operations Response. **1710–** 14
5.5 Airport Rescue and Fire-Fighting (ARFF) Services. **1710–** 15
5.6 Marine Rescue and Fire-Fighting (MRFF) Services. **1710–** 15
5.7 Wildland Fire Suppression Services. **1710–** 16

Chapter 6 Systems **1710–** 17
6.1 Safety and Health System. **1710–** 17
6.2 Incident Management System. **1710–** 17
6.3 Training Systems. **1710–** 17
6.4 Communications Systems. **1710–** 17
6.5 Pre-Incident Planning. **1710–** 17

Annex A Explanatory Material **1710–** 17

Annex B Community-Wide Risk Assessment Model **1710–** 23

Annex C NFPA 1710 at a Glance **1710–** 26

Annex D Response Objectives **1710–** 27

Annex E Informational References **1710–** 27

Index **1710–** 29

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NFPA 1710

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Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

2020 Edition

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NOTICE: An asterisk (*) following the number or letter designating a paragraph indicates that explanatory material on the paragraph can be found in Annex A.

A reference in brackets [ ] following a section or paragraph indicates material that has been extracted from another NFPA document. Extracted text may be edited for consistency and style and may include the revision of internal paragraph references and other references as appropriate. Requests for interpretations or revisions of extracted text shall be sent to the technical committee responsible for the source document.

Information on referenced and extracted publications can be found in Chapter 2 and Annex E.

Chapter 1 Administration

Δ **1.1* Scope.** This standard contains minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments.

1.1.1 The requirements address functions and performance objectives of fire department emergency service delivery, response capabilities, and resources.

1.1.2 This standard also contains general requirements for managing resources and systems, such as health and safety, incident management, training, communications, and pre-incident planning.

1.1.3 This standard addresses the strategic and system issues involving the organization, operation, and deployment of a fire department and does not address tactical operations at a specific emergency incident.

1.2 Purpose.

1.2.1* The purpose of this standard is to specify the minimum criteria addressing the effectiveness and efficiency of the career public fire suppression operations, emergency medical service, and special operations delivery in protecting the citizens of the jurisdiction and the occupational safety and health of fire department employees.

1.2.2 Nothing herein is intended to restrict any jurisdiction from exceeding these minimum requirements.

1.3 Application.

1.3.1 This standard applies to the deployment of resources by a fire department to emergency situations when operations can be implemented to save lives and property.

1.3.2 The standard is a benchmark for most common responses and a platform for developing the appropriate plan for deployment of resources for fires in higher hazard occupancies or more complex incidents.

1.4* Equivalency. Nothing in this standard is intended to prohibit the use of systems, methods, or approaches of equivalent or superior performance to those prescribed by this standard, provided technical documentation is submitted to the authority having jurisdiction to demonstrate equivalency.

Chapter 2 Referenced Publications

2.1 General. The documents or portions thereof listed in this chapter are referenced within this standard and shall be considered part of the requirements of this document.

2.2 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 72®, National Fire Alarm and Signaling Code®, 2019 edition.

NFPA 403, *Standard for Aircraft Rescue and Fire-Fighting Services at Airports,* 2018 edition.

NFPA 472, *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents,* 2018 edition.

NFPA 1143, *Standard for Wildland Fire Management,* 2018 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems,* 2019 edition.

NFPA 1407, *Standard for Training Fire Service Rapid Intervention Crews,* 2015 edition.

NFPA 1500™, *Standard on Fire Department Occupational Safety, Health, and Wellness Program,* 2018 edition.

NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications,* 2015 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System and Command Safety,* 2014 edition.

NFPA 1620, *Standard for Pre-Incident Planning,* 2015 edition.

NFPA 1670, *Standard on Operations and Training for Technical Search and Rescue Incidents,* 2017 edition.

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2.3 Other Publications.

2.3.1 U.S. Government Publications. U.S. Government Publishing Office, 732 North Capitol Street, NW, Washington, DC 20401-0001.

Title 29, Code of Federal Regulations, Part 1910.120, "Hazardous Waste Operations and Emergency Response."

Title 29, Code of Federal Regulations, Part 1910.146, "Permit-Required Confined Space."

2.3.2 Other Publications.

Merriam-Webster's Collegiate Dictionary, 11th edition, Merriam-Webster, Inc., Springfield, MA, 2003.

2.4 References for Extracts in Mandatory Sections.

NFPA 472, *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents*, 2018 edition.

NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*, 2017 edition.

NFPA 1081, *Standard for Facility Fire Brigade Member Professional Qualifications*, 2018 edition.

NFPA 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting*, 2017 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 edition.

NFPA 1500™, *Standard on Fire Department Occupational Safety and Health Program*, 2018 edition.

NFPA 1521, *Standard for Fire Department Safety Officer Professional Qualifications*, 2015 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System and Command Safety*, 2014 edition.

NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*, 2020 edition.

NFPA 1901, *Standard for Automotive Fire Apparatus*, 2016 edition.

Chapter 3 Definitions

3.1 General. The definitions contained in this chapter shall apply to the terms used in this standard. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. *Merriam-Webster's Collegiate Dictionary*, 11th edition, shall be the source for the ordinarily accepted meaning.

3.2 NFPA Official Definitions.

3.2.1* Approved. Acceptable to the authority having jurisdiction.

3.2.2* Authority Having Jurisdiction (AHJ). An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

3.2.3 Shall. Indicates a mandatory requirement.

3.2.4 Should. Indicates a recommendation or that which is advised but not required.

3.2.5 Standard. An NFPA Standard, the main text of which contains only mandatory provisions using the word "shall" to indicate requirements and that is in a form generally suitable for mandatory reference by another standard or code or for adoption into law. Nonmandatory provisions are not to be considered a part of the requirements of a standard and shall be located in an appendix, annex, footnote, informational note, or other means as permitted in the NFPA Manuals of Style. When used in a generic sense, such as in the phrase "standards development process" or "standards development activities," the term "standards" includes all NFPA Standards, including Codes, Standards, Recommended Practices, and Guides.

3.3 General Definitions.

3.3.1 Advanced Life Support (ALS). See 3.3.44.1.

3.3.2 Aid.

3.3.2.1* *Automatic Aid.* A plan developed between two or more fire departments for immediate joint response on first alarms. [**1142,** 2017]

3.3.2.2 *Mutual Aid.* A written intergovernmental agreement between agencies and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

3.3.3 Aircraft Rescue and Fire Fighting. See 3.3.25.1.

3.3.4* Aircraft Rescue and Fire-Fighting (ARFF) Vehicle. A vehicle intended to carry rescue and fire-fighting equipment for rescuing occupants and combating fires in aircraft at, or in the vicinity of, an airport. [**1002,** 2017]

3.3.5* Alarm. A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency. [**1221,** 2019]

3.3.6 Alarm Answering Time. See 3.3.64.1.

3.3.7 Alarm Handling Time. See 3.3.64.2.

3.3.8 Alarm Processing Time. See 3.3.64.3.

3.3.9 Alarm Transfer Time. See 3.3.64.4.

3.3.10 Apparatus.

3.3.10.1 *Fire Apparatus.* A vehicle designed to be used under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. [**1901,** 2016]

N **3.3.10.2 *Mobile Water Supply Apparatus (Tanker, Tender).*** A vehicle designed primarily for transporting (pickup, transporting, and delivering) water to fire emergency scenes to be applied by other vehicles or pumping equipment. [**1901,** 2016]

3.3.10.3 *Quint Apparatus.* A fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial device with a permanently mounted waterway, and a complement of ground ladders.

3.3.10.4 *Specialized Apparatus.* A fire apparatus or vehicle that is used for support or specialized equipment and services at emergency scenes for functions such as, but not limited to, command, technical rescue, hazardous materials mitigation, urban search and rescue, air supply, electrical

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generation and lighting, or transport of equipment and personnel.

3.3.11 Automatic Aid. See 3.3.2.1.

3.3.12 Basic Life Support (BLS). See 3.3.44.2.

N **3.3.13 Career Fire Department.** A fire department that utilizes full-time or full-time-equivalent (FTE) station-based personnel immediately available to comprise at least 50 percent of an initial full alarm assignment.

N **3.3.14* Community Risk Assessment.** A systematic approach that identifies, assesses, categorizes, and classifies the probabilities and consequences of a community's fire and nonfire hazards and threats, taking into account all pertinent facts that increase or decrease risks in each first-due response zone.

3.3.15* Company. A group of members: (1) under the direct supervision of an officer; (2) trained and equipped to perform assigned tasks; (3) usually organized and identified as engine companies, ladder companies, rescue companies, squad companies, or multi-functional companies; (4) operating with one piece of fire apparatus (pumper, aerial fire apparatus, elevating platform, quint, rescue, squad, ambulance) except where multiple apparatus are assigned that are dispatched and arrive together, continuously operate together, and are managed by a single company officer; (5) arriving at the incident scene on fire apparatus. [**1500,** 2018]

3.3.16 Company Officer. See 3.3.48.1.

3.3.17 Crew. See 3.3.63, Team.

N **3.3.18 Dense Urban.** An incorporated or unincorporated area with a population of over 200,000 people and/or a population density of over 3,000 people per square mile.

3.3.19 Emergency Incident. Any situation to which an emergency services organization responds to deliver emergency services, including rescue, fire suppression, emergency medical care, special operations, law enforcement, and other forms of hazard control and mitigation. [**1561,** 2014]

3.3.20 Emergency Medical Care. The treatment of patients using first aid, cardiopulmonary resuscitation, basic life support, advanced life support, and other medical procedures prior to arrival at a hospital or other health care facility.

3.3.21 Emergency Operations. See 3.3.49.1.

N **3.3.22 Fire Alarm Signal Notification.** Activation of an alarm-initiating device from a supervising station alarm system as identified by *NFPA 72*.

3.3.23 Fire Apparatus. See 3.3.10.1.

3.3.24 Fire Department Member. See 3.3.46, Member.

3.3.25 Fire Fighting.

3.3.25.1* *Aircraft Rescue and Fire Fighting.* The fire-fighting actions taken to rescue persons and to control or extinguish fire involving or adjacent to aircraft on the ground. [**1500,** 2018]

3.3.25.2* *Marine Rescue and Fire Fighting.* The fire-fighting action taken to prevent, control, or extinguish fire involved in or adjacent to a marine vessel and the rescue actions for occupants using normal and emergency routes for egress.

3.3.25.3 *Structural Fire Fighting.* The activities of rescue, fire suppression, and property conservation in buildings or other structures, vehicles, rail cars, marine vessels, aircraft, or like properties.

3.3.26 Fire Protection. Methods of providing fire detection, control, and extinguishment.

3.3.27* Fire Suppression. The activities involved in controlling and extinguishing fires. [**1500,** 2018]

N **3.3.28 First-Due Response Zone.** The geographic area surrounding a fire station in which a company from that station is projected to be the first to arrive on the scene of an incident.

3.3.29* First Responder (EMS). Functional provision of initial assessment (i.e., airway, breathing, and circulatory systems) and basic first-aid intervention, including CPR and automatic external defibrillator (AED) capability.

3.3.30 Forcible Entry. Techniques used by fire personnel to gain entry into buildings, vehicles, aircraft, or other areas of confinement when normal means of entry are locked or blocked.

N **3.3.31* Full-Time Equivalent (FTE).** The hours worked by one employee on a full-time basis or a conversion of the hours worked by several part-time employees into the hours worked by full-time employees.

N **3.3.32 Geographical Isolation.** A first-due response zone or jurisdiction with staffed resources where over 80 percent of the response area is outside of a 10-minute travel time from the next closest staffed suppression apparatus.

N **3.3.33* Geographical Restriction.** A defined condition, measure, or infrastructure design that limits response and/or results in predictable response delays to certain portions of the jurisdiction.

3.3.34* Hazard. A condition that presents the potential for harm or damage to people, property, or the environment.

3.3.35 Hazardous Material. A substance that is capable of creating harm to people, the environment, or property due to its toxicity, chemical reactivity, decomposition, or corrosivity; is capable of explosion or detonation; or presents etiological hazards, whether used for its intended purpose or as a weapon of mass destruction (WMD) or for illicit labs purposes, environmental crimes, or industrial sabotage.

3.3.36* High-Hazard Occupancy. An occupancy that presents a high life hazard or large fire potential due to its construction, configuration, or the presence of specific materials, processes, or contents.

3.3.37 Incident Commander. The member responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. [**472,** 2018]

3.3.38* Incident Management System (IMS). An organized system that defines the roles and responsibilities to be assumed by responders and the standard operating procedures to be used in the management and direction of emergency incidents and other functions.

3.3.39 Incident Safety Officer. See 3.3.48.2.

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3.3.40 Initial Full Alarm Assignment. Those personnel, equipment, and resources ordinarily dispatched upon notification of a structure fire.

3.3.41 Initial Rapid Intervention Crew (IRIC). See 3.3.53.1.

3.3.42 Initiating Action/Intervention Time. See 3.3.64.5.

3.3.43 Intergovernmental Agreement. A written formal authorization for services between two or more jurisdictions.

3.3.44 Life Support.

3.3.44.1 ***Advanced Life Support (ALS).*** Emergency medical treatment beyond basic life support that provides for advanced airway management including intubation, advanced cardiac monitoring, defibrillation, establishment and maintenance of intravenous access, and drug therapy.

3.3.44.2* ***Basic Life Support (BLS).*** A specific level of prehospital medical care provided by trained responders, focused on rapidly evaluating a patient's condition; maintaining a patient's airway, breathing, and circulation; controlling external bleeding; preventing shock; and preventing further injury or disability by immobilizing potential spinal or other bone fractures.

3.3.45 Marine Rescue and Fire Fighting. See 3.3.25.2.

3.3.46* Member. A person involved in performing the duties and responsibilities of a fire department, under the auspices of the organization. [**1500,** 2018]

3.3.47 Mutual Aid. See 3.3.2.2.

3.3.48 Officer.

3.3.48.1* ***Company Officer.*** A supervisor of a crew/company of personnel.

3.3.48.2 ***Incident Safety Officer.*** A member of the command staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

3.3.48.3* ***Supervisory Chief Officer.*** A member whose responsibility is to assume command through a formalized transfer of command process and to allow company officers to directly supervise personnel assigned to them.

3.3.49 Operations.

3.3.49.1 ***Emergency Operations.*** Activities of the fire department relating to rescue, fire suppression, emergency medical care, and special operations, including response to the scene of the incident and all functions performed at the scene. [**1500,** 2018]

3.3.49.2* ***Special Operations.*** Those emergency incidents to which the fire department responds that require specific and advanced training and specialized tools and equipment. [**1500,** 2018]

N **3.3.50 Performance Objective.** The specific requirement or end result of a work activity.

3.3.51 Public Safety Answering Point (PSAP). A facility in which 9-1-1 calls are answered. [**1221,** 2019]

3.3.52 Quint Apparatus. See 3.3.10.3.

3.3.53* Rapid Intervention Crew (RIC). A dedicated crew of at least one officer and three members, positioned outside the IDLH, trained and equipped as specified in NFPA 1407, who are assigned for rapid deployment to rescue lost or trapped members.

3.3.53.1 ***Initial Rapid Intervention Crew (IRIC).*** Two members of the initial attack crew, positioned outside the IDLH, trained and equipped as specified in NFPA 1407, who are assigned for rapid deployment (i.e., two in/two out) to rescue lost or trapped members.

3.3.54 Rescue. Those activities directed at locating endangered persons at an emergency incident, removing those persons from danger, treating the injured, and providing for transport to an appropriate health care facility. [**1500,** 2018]

N **3.3.55 Rural.** An area with fewer than 500 people per square mile.

3.3.56 Special Operations. See 3.3.49.2.

3.3.57 Specialized Apparatus. See 3.3.10.4.

3.3.58* Staff Aide. A fire fighter or fire officer assigned to a supervisory chief officer to assist with the logistical, tactical, and accountability functions of incident, division, or sector command.

3.3.59 Standard Operating Procedure. A written organizational directive that establishes or prescribes specific operational or administrative methods to be followed routinely for the performance of designated operations or actions. [**1521,** 2015]

3.3.60 Structural Fire Fighting. See 3.3.25.3.

N **3.3.61 Suburban.** An incorporated or unincorporated area with a population between 500 and 1,000 people per square mile.

3.3.62 Supervisory Chief Officer. See 3.3.48.3.

3.3.63 Team. Two or more members who have been assigned a common task and are in communication with each other, coordinate their activities as a work group, and support the safety of one another. [**1081,** 2018]

3.3.64 Time.

3.3.64.1 ***Alarm Answering Time.*** The time interval that begins when the alarm is received at the communication center and ends when the alarm is acknowledged at the communication center.

3.3.64.2 ***Alarm Handling Time.*** The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities (ERFs) or the emergency response units (ERUs) in the field.

3.3.64.3 ***Alarm Processing Time.*** The time interval from when the alarm is acknowledged at the communication center until response information begins to be transmitted via voice or electronic means to emergency response facilities (ERFs) and emergency response units (ERUs).

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3.3.64.4 ***Alarm Transfer Time.*** The time interval from the receipt of the emergency alarm at the PSAP until the alarm is first received at the communication center.

3.3.64.5* ***Initiating Action/Intervention Time.*** The time interval from when a unit arrives on the scene to the initiation of emergency mitigation.

3.3.64.6* ***Total Response Time.*** The time interval from the receipt of the alarm at the primary PSAP to when the first emergency response unit is initiating action or intervening to control the incident.

3.3.64.7 ***Travel Time.*** The time interval that begins when a unit is en route to the emergency incident and ends when the unit arrives at the scene.

3.3.64.8 ***Turnout Time.*** The time interval that begins when the emergency response facilities (ERFs) and emergency response units (ERUs) notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time.

3.3.65 Total Response Time. See 3.3.64.6.

3.3.66 Travel Time. See 3.3.64.7.

3.3.67 Turnout Time. See 3.3.64.8.

N **3.3.68 Urban.** An incorporated or unincorporated area with a population of over 30,000 people and/or a population density over 1,000 people per square mile but less than 2,999.

N **3.3.69 Wildland.** An area in which development is essentially nonexistent except for roads, railroads, powerlines, and similar transportation facilities with structures widely scattered.

N **3.3.70 Wildland Urban Interface (WUI).** The line or zone where structures and other development meet or intermingle with undeveloped wildland or vegetative fuels and the area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire.

Chapter 4 Organization

4.1 Fire Department Organizational Statement.

4.1.1* The authority having jurisdiction (AHJ) shall maintain a written statement or policy that establishes the following:

(1) Existence of the fire department
(2) Services that the fire department is required to provide
(3) Basic organizational structure
(4) Expected number of fire department members
(5) Functions that fire department members are expected to perform

4.1.2* The fire department organizational statement shall provide service delivery objectives, including specific time objectives for each major service component [i.e., fire suppression, emergency medical services (EMS), special operations, aircraft rescue and fire fighting, marine rescue and fire fighting, and/or wildland fire fighting] and objectives for the percentage of responses that meet the time objectives.

Δ **4.1.2.1** The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

(1) Alarm handling time completion in accordance with 4.1.2.3
(2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
(3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
(4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
(5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
(7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
(8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

4.1.2.2 The fire department shall document the initiating action/intervention time.

4.1.2.3 Alarm Handling.

4.1.2.3.1 The fire department shall establish a performance objective of having an alarm answering time of not more than 15 seconds for at least 95 percent of the alarms received and not more than 40 seconds for at least 99 percent of the alarms received, as specified by NFPA 1221.

Δ **4.1.2.3.1.1** Any call not answered within 20 seconds shall be routed to a secondary answering (alternate) center if the primary center is full.

N **4.1.2.3.1.2** An alarm shall sound if a call is not answered (not processed, just answered) within 60 seconds.

4.1.2.3.2 When the alarm is received at a public safety answering point (PSAP) and transferred to a secondary answering point or communication center, the agency responsible for the PSAP shall establish a performance objective of having an alarm transfer time of not more than 30 seconds for at least 95 percent of all alarms processed, as specified by NFPA 1221.

4.1.2.3.3 The fire department shall establish a performance objective of having an alarm processing time of not more than 64 seconds for at least 90 percent of the alarms and not more than 106 seconds for at least 95 percent of the alarms, as specified by NFPA 1221.

4.1.2.3.3.1 Emergency alarm processing for the following call types shall be completed within 90 seconds 90 percent of the time and within 120 seconds 99 percent of the time:

(1) Calls requiring emergency medical dispatch questioning and pre-arrival medical instructions
(2) Calls requiring language translation
(3) Calls requiring the use of a TTY/TDD device or audio/video relay services
(4) Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units

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(5) Hazardous material incidents
(6) Technical rescue
(7) Calls that require determining the location of the alarm due to insufficient information
(8) Calls received by text message

4.1.2.4 The fire department shall establish a performance objective of not less than 90 percent for the achievement of each turnout time and travel time performance objective specified in 4.1.2.1.

4.1.2.5 Evaluations.

4.1.2.5.1* The fire department shall evaluate its level of service and deployment delivery and alarm handling time, turnout time, and travel time performance objectives on an annual basis.

4.1.2.5.2* The evaluations shall be based on emergency incident data relating to level of service, deployment, and the achievement of each travel time performance objective in each geographic area within the jurisdiction of the fire department.

4.1.2.6 The fire department shall provide the AHJ with a written report annually.

4.1.2.6.1 The annual report shall define the geographic areas and/or circumstances in which the requirements of this standard are not being met.

4.1.2.6.2 The annual report shall explain the predictable consequences of these deficiencies and address the steps that are necessary to achieve compliance.

N **4.1.2.6.3** The annual report shall identify any deficiencies that are anticipated to develop in the next 3 years and address the steps necessary to continue to achieve compliance to this standard.

N **4.1.2.7 Incident Reports.**

N **4.1.2.7.1** The fire department shall maintain a standardized reporting system that collects specific information on each incident. [**1720:**4.4.1]

N **4.1.2.7.1.1** The incident report shall include the location and nature of the fire or emergency and describe the circumstances of the incident and the operations performed. [**1720:**4.4.1.1]

N **4.1.2.7.1.2** This report shall identify the members responding to the incident. [**1720:**4.4.1.2]

4.2 Fire Suppression Services. The fire department organizational statement shall set forth the criteria for the various types of fire suppression incidents to which the fire department is required to respond.

4.3 Emergency Medical Services.

4.3.1 The fire department organizational statement shall set forth the criteria for the various types of emergency medical incidents to which the fire department is required and/or expected to respond.

4.3.2 The fire department organizational statement shall ensure that the fire department's emergency medical response capability includes personnel, equipment, and resources to deploy at the first responder level with AED or higher treatment level.

4.3.3 Where emergency medical services beyond the first responder with AED level are provided by another agency or private organization, the AHJ, based on recommendations from the fire department, shall include the minimum staffing, deployment, and response criteria as required in Section 5.3 in the following:

(1) The fire department organizational statement
(2) Any contract, service agreement, governmental agreement, or memorandum of understanding between the AHJ and the other agency or private organization

4.4 Special Operations.

4.4.1 The fire department organizational statement shall set forth the criteria for the various types of special operations response and mitigation activities to which the fire department is required or expected to respond.

4.4.2* The fire department organizational statement shall ensure that the fire department's hazardous materials response capability includes personnel, equipment, and resources to deploy at the first responder operational level as required by 29 CFR 1910.120.

4.4.3 The fire department organizational statement shall ensure that the fire department's confined space response capability includes personnel, equipment, and resources to deploy at the confined space operational level as required by 29 CFR 1910.146.

4.4.4 The fire department organizational statement shall set forth the criteria for the various types of fire department response during natural disasters or terrorism incidents, weapons of mass destruction incidents, or large-scale or mass casualty events.

4.5 Airport Rescue and Fire-Fighting Services. The fire department organizational statement shall set forth the criteria for the various types of airport rescue and fire-fighting incidents to which the fire department is required or expected to respond.

4.6 Marine Rescue and Fire-Fighting Services. The fire department organizational statement shall set forth the criteria for the various types of marine rescue and fire-fighting incidents to which the fire department is required or expected to respond.

4.7 Wildland Fire Suppression Services. The fire department organizational statement shall set forth the criteria for the various types of wildland fire suppression incidents to which the fire department is required and/or expected to respond.

4.8 Intercommunity Organization.

4.8.1* Mutual aid, automatic aid, and fire protection agreements shall be through a written intergovernmental agreement and shall address issues such as liability for injuries and deaths, disability retirements, cost of service, authorization to respond, staffing, and equipment, including the resources to be made available, availability of interoperable communications, and the designation of the incident commander.

4.8.2 Procedures and training of personnel for all fire departments in mutual aid, automatic aid, and fire protection agreement plans shall be comprehensive to produce an effective fire force and to ensure uniform operations.

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Chapter 5 Fire Department Services

5.1 Purpose.

5.1.1 The services provided by the fire department shall include those activities identified by the organizational statement developed as required by Chapter 4.

5.1.2 The procedures involved in providing these services, including operations and deployment, shall be established through written administrative regulations, standard operating procedures (SOPs), and departmental orders.

5.2* Fire Suppression Services.

5.2.1 Fire Suppression Capability.

5.2.1.1 Based on a formal community risk assessment, fire suppression operations shall be organized to ensure that the fire department's fire suppression capability encompasses deployment of personnel, equipment, and resources for an initial arriving company, the initial full alarm assignment, and additional alarm assignments.

N **5.2.1.2** Response personnel shall be trained in their assigned positions in accordance with Sections 5.2 and 5.3 of NFPA 1500.

5.2.1.3 The fire department shall be permitted to use established automatic aid and mutual aid agreements to comply with the requirements of Section 5.2.

5.2.2* Staffing. The number of on-duty fire suppression members shall be sufficient to perform the necessary fire-fighting operations given the expected fire-fighting conditions.

5.2.2.1 These numbers shall be determined through task analyses that take the following factors into consideration:

(1) Life hazard to the populace protected
(2) Provisions of safe and effective fire-fighting performance conditions for the fire fighters
(3) Potential property loss
(4) Nature, configuration, hazards, and internal protection of the properties involved
(5) Types of fireground tactics and evolutions employed as standard procedure, type of apparatus used, and results expected to be obtained at the fire scene

5.2.2.2* On-duty members assigned to fire suppression shall be organized into company units and shall have appropriate apparatus and equipment assigned to such companies.

Δ **5.2.2.2.1*** The fire department shall identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to respond with each company.

5.2.2.2.2 Each company shall be led by an officer who shall be considered a part of the company.

5.2.2.2.3* Supervisory chief officers shall be dispatched or notified to respond to all full alarm assignments.

5.2.2.2.4 The supervisory chief officer shall ensure that the incident management system is established as required in Section 6.2.

5.2.2.2.5* Supervisory chief officers shall have staff aides deployed to them for purposes of incident management and accountability at emergency incidents.

N **5.2.2.3** An incident safety officer shall be deployed upon confirmation of a structural fire, at special operation incidents, or when significant risk is present to the member due to the nature of an incident.

N **5.2.2.3.1** The incident safety officer, meeting the requirements as specified for the incident safety officer in NFPA 1521, shall have the expertise to evaluate hazards and provide direction with respect to the overall safety of personnel.

5.2.3 Operating Units. Fire company staffing requirements shall be based on minimum levels necessary for safe, effective, and efficient emergency operations.

5.2.3.1 Engine Companies. Fire companies whose primary functions are to pump and deliver water and perform basic fire fighting at fires, including search and rescue, shall be known as engine companies.

5.2.3.1.1 These companies shall be staffed with a minimum of four on-duty members.

5.2.3.1.2 In first-due response zones with a high number of incidents, geographical restrictions, geographical isolation, or urban areas, as identified by the AHJ, these companies shall be staffed with a minimum of five on-duty members.

5.2.3.1.2.1 In first-due response zones with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of six on-duty members.

5.2.3.2 Ladder/Truck Companies. Fire companies whose primary functions are to perform the variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul, and salvage work, shall be known as ladder or truck companies.

5.2.3.2.1 These fire companies shall be staffed with a minimum of four on-duty members.

5.2.3.2.2 In first-due response zones with a high number of incidents, geographical restrictions, geographical isolation, or urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of five on-duty members.

5.2.3.2.2.1 In first-due response zones with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of six on-duty members.

5.2.3.3 Other Types of Companies.

5.2.3.3.1 Other types of companies equipped with specialized apparatus and equipment shall be provided to assist engine and ladder companies where necessary to support the fire departments' SOPs.

5.2.3.3.2 These companies shall be staffed with the minimum number of on-duty members required to deal with the tactical hazards, high-hazard occupancies, high incident frequencies, geographical restrictions, or other pertinent factors as identified by the AHJ.

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5.2.3.4 Fire Companies with Quint Apparatus.

5.2.3.4.1 A fire company that deploys with quint apparatus, designed to operate as either an engine company or a ladder company, shall be staffed as specified in 5.2.3.

5.2.3.4.2 If the company is expected to perform multiple roles simultaneously, additional staffing, above the levels specified in 5.2.3, shall be provided to ensure that those operations can be performed as required.

N **5.2.3.5 Mobile Water Supply Tanker/Tender.**

N **5.2.3.5.1** A mobile water supply apparatus whose primary function is to pick up, transport, and deliver water to the scene of a fire or other incident that requires a dedicated water supply shall be known as either a tanker or tender.

N **5.2.3.5.2** This tanker/tender shall be staffed with a minimum of two on-duty members.

N **5.2.3.6 Emergency Medical Care.** Where emergency medical care is provided by outside agencies or organizations, those personnel shall be included in the deployment plan and meet the requirements as stated.

5.2.4 Deployment.

5.2.4.1 Single-Family Dwelling Initial Full Alarm Assignment Capability.

5.2.4.1.1* The initial full alarm assignment to a structure fire in a typical 2000 ft^2 (186 m^2), two-story single-family dwelling without basement and with no exposures shall provide for the following:

(1) Establishment of incident command outside of the hazard area for the overall coordination and direction of the initial full alarm assignment with a minimum of one member dedicated to this task (1)
(2) Establishment of an uninterrupted water supply of a minimum of 400 gpm (1520 L/min) for 30 minutes with supply line(s) maintained by an operator (1)
(3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from two handlines, each of which has a minimum flow rate of 100 gpm (380 L/min) with each handline operated by a minimum of two members to effectively and safely maintain the line (4)
(4) Provision of one support member for each attack and backup line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (2)
(5) Provision of at least one victim search and rescue team with each such team consisting of a minimum of two members (2)
(6) Provision of at least one team, consisting of a minimum of two members, to raise ground ladders and perform ventilation (2)
(7) If an aerial device is used in operations, one member to function as an aerial operator to maintain primary control of the aerial device at all times (1)
(8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4)
(9) Total effective response force with a minimum of 16 (17 if an aerial device is used)

5.2.4.1.2 When an incident escalates beyond an initial full alarm assignment, or when significant risk is present to the member due to the magnitude of the incident, the incident commander shall request an EMS crew consisting of a minimum of two members to provide treatment and transport for injured members and civilians.

• **5.2.4.2 Open-Air Strip Shopping Center Initial Full Alarm Assignment Capability.**

5.2.4.2.1* The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft^2 to 196,000 ft^2 (1203 m^2 to 18,209 m^2) in size shall provide for the following:

(1) Establishment of incident command outside the hazard area for the overall coordination, direction, and safety of the initial full alarm assignment with a minimum of two members dedicated to managing this task (2)
(2) Establishment of two uninterrupted water supplies at a minimum of 500 gpm (1892 L/min), with each supply line maintained by an operator (2)
(3) Establishment of an effective water flow application rate of 500 gpm (1892 L/min) from three handlines, each of which has a minimum flow rate of 150 gpm (568 L/min), with each handline operated by a minimum of two members to effectively and safely maintain each handline (6)
(4) Provision of one support member for each attack, backup, and exposure line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (3)
(5) Provision of at least two victim search-and-rescue teams, each team consisting of a minimum of two members (4)
(6) Provision of at least two teams, each team consisting of a minimum of two members, to raise ground ladders and perform ventilation (4)
(7) If an aerial device(s) is used in operations, one member to function as an aerial operator and maintain primary control of the aerial device at all times (1)
(8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4)
(9) The establishment of an initial medical care component consisting of at least two members capable of providing immediate on-scene emergency medical support and transport that provides rapid access to civilians or members potentially needing medical treatment (2)
(10) Total effective response force a minimum of 27 (28 if an aerial device is used)

5.2.4.3 Apartment Initial Full Alarm Assignment Capability.

5.2.4.3.1 The initial full alarm assignment to a structure fire in a typical 1200 ft^2 (111 m^2) apartment within a three-story, garden-style apartment building shall provide for the following:

(1) Establishment of incident command outside the hazard area for the overall coordination, direction, and safety of the initial full alarm assignment with a minimum of two members dedicated to managing this task (2)
(2) Establishment of two uninterrupted water supplies at a minimum of 400 gpm (1520 L/min), with each supply line maintained by an operator (2)

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(3) Establishment of an effective water flow application rate of 300 gpm (1140 L/min) from three handlines, each of which has a minimum flow rate of 100 gpm (380 L/min), with each handline operated by a minimum of two members to effectively and safely maintain each handline (6)
(4) Provision of one support member for each attack, backup, and exposure line deployed to provide hydrant hookup and to assist in laying of hose lines, utility control, and forcible entry (3)
(5) Provision of at least two victim search-and-rescue teams, each team consisting of a minimum of two members (4)
(6) Provision of at least two teams, each team consisting of a minimum of two members, to raise ground ladders and perform ventilation (4)
(7) If an aerial device is used in operations, one member to function as an aerial operator and maintain primary control of the aerial device at all times (1)
(8) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established (4).
(9) The establishment of an initial medical care component consisting of at least two members capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment (2)
(10) Total effective response force a minimum of 27 (28 if an aerial device is used)

5.2.4.4* High-Rise Initial Full Alarm Assignment Capability.

Δ **5.2.4.4.1** Initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access shall provide for the following:

(1) Establishment of a stationary incident command post outside the hazard area for overall coordination and direction of the initial full alarm assignment with a minimum of one officer with an aide dedicated to these tasks and all operations are to be conducted in compliance with the incident command system. (2)
(2) Establishment of an uninterrupted water supply to the building standpipe/sprinkler connection sufficient to support fire attack operations maintained by an operator and if the building is equipped with a fire pump, one additional member with a radio to be sent to the fire pump location to monitor and maintain operation. (1/1)
(3) Establishment of an effective water flow application rate on the fire floor at a minimum of 500 gpm (1892 L/m) from two handlines, each operated by a minimum of two members to safely and effectively handle the line. (4)
(4) Establishment of an effective water flow application rate on the floor above the fire floor at a minimum of 250 gpm (946 L/m) from at least one handline, with each deployed handline operated by a minimum of two members to safely and effectively handle the line. (2)
(5) At a minimum, an initial rapid intervention crew (IRIC) assembled from the initial attack crew and, as the initial alarm response arrives, a full and sustained rapid intervention crew (RIC) established. (4)
(6) Provision of two or more search-and-rescue teams consisting of a minimum of two members each. (4)
(7) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the entry point on the fire floor(s). (2)
(8) Provision of one officer, with an aide, dedicated to establishing an oversight at or near the point of entry on the floor above the fire. (2)
(9) Provision of two or more evacuation management teams to assist and direct building occupants with evacuation or sheltering actions, with each team consisting of a minimum of two members. (4)
(10) Provision of one or more members to account for and manage elevator operations. (1)
(11) Provision of a minimum of one trained incident safety officer. (1)
(12) Provision of a minimum of one officer two floors below the fire floor to manage the interior staging area. (1)
(13) Provision of a minimum of two members to manage member rehabilitation and at least one of the members to be trained to the ALS level. (2)
(14) Provision of an officer and a minimum of three members to conduct vertical ventilation operations. (4)
(15) Provision of a minimum of one officer to manage the building lobby operations. (1)
(16) Provision of a minimum of two members to transport equipment to a location below the fire floor. (2)
(17) Provision of one officer to manage external base operations. (1)
(18) The establishment of an initial medical care component consisting of a minimum of two crews with a minimum of two members each with one member trained to the ALS level capable of providing immediate on-scene emergency medical support, and transport that provides rapid access to civilians or members potentially needing medical treatment. (4)
(19) Total effective response force a minimum of 42 (43 if the building is equipped with a fire pump).

N **5.2.4.5* Fire Alarm Notification Assignment.** Initial alarm assignment to a fire alarm signal notification, without confirmation of a suspected fire condition and without multiple detection signals, shall be a minimum of one four-person company to investigate the cause of the fire alarm signal notification.

5.2.4.6 Additional Alarm Assignments.

5.2.4.6.1* Fire departments that respond to fires in occupancies that present hazards greater than those found in the occupancy described in 5.2.4.1 shall deploy additional resources on the initial alarm.

5.2.4.6.2* The fire department shall have the capability to deploy additional alarm assignments that can provide for additional command staff, members, and additional services, including the application of water to the fire; engagement in search and rescue, forcible entry, ventilation, and preservation of property; safety and accountability for personnel; and provision of support activities for those situations that are beyond the capability of the initial full alarm assignment.

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5.3* Emergency Medical Services (EMS). The purpose of this section shall be to provide standards for the delivery of EMS by fire departments.

Δ **5.3.1** The fire department shall document its role, responsibilities, functions, and performance objectives for the delivery of EMS.

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5.3.1.1 EMS operations shall be organized to ensure that the fire department's emergency medical capability includes members, equipment, and resources to deploy the initial arriving company and additional alarm assignments.

5.3.1.2 The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.3.

5.3.2* System Components.

5.3.2.1 Treatment Levels.

5.3.2.1.1 The basic treatment levels within an EMS system, for the purposes of this standard, shall be categorized as first responder, basic life support (BLS), and advanced life support (ALS).

5.3.2.1.2 The specific patient treatment capabilities associated with each level shall be determined by the AHJ based on the requirements for approval and licensing of EMS providers within each state or province.

5.3.2.2 Training Levels.

5.3.2.2.1 The minimal level of training for all members that respond to emergency incidents shall be to the first responder/AED level.

5.3.2.2.2 The AHJ shall determine if further training is required.

5.3.3 EMS System Functions.

5.3.3.1 The AHJ shall determine which of the following components of an EMS system the fire department shall be responsible for providing:

(1) Initial response to provide medical treatment at the location of the emergency (first responder with AED capability or higher)
(2) BLS response
(3) ALS response
(4) Patient transport in an ambulance or alternative vehicle designed to provide for uninterrupted patient care at the ALS or BLS level while en route to a medical facility
(5) Assurance of response and medical care through a quality management program

5.3.3.2 Staffing.

5.3.3.2.1 On-duty EMS units shall be staffed with the minimum members necessary for emergency medical care relative to the level of EMS provided by the fire department.

5.3.3.2.2 EMS staffing requirements shall be based on the minimum levels needed to provide patient care and member safety.

5.3.3.2.2.1 Units that provide emergency medical care shall be staffed at a minimum with members trained to the first responder/AED level.

5.3.3.2.2.2 Units that provide BLS transport shall be staffed and trained at the level prescribed by the state or provincial agency responsible for providing EMS licensing.

5.3.3.2.2.3 Units that provide ALS transport shall be staffed and trained at the level prescribed by the state or provincial agency responsible for providing EMS licensing.

5.3.3.3 Service Delivery Deployment.

5.3.3.3.1 The fire department shall adopt service delivery objectives based on time standards for the deployment of each service component for which it is responsible.

5.3.3.3.2 Personnel deployed to ALS emergency responses shall include a minimum of two members trained at the emergency medical technician–paramedic level and two members trained at the emergency medical technician–basic level arriving on scene within the established travel time.

5.3.4 Quality Management.

5.3.4.1 The fire department shall institute a quality management program to ensure that the service has met the time performance objectives as required in 4.1.2 for all medical responses.

5.3.4.2 Fire Department Medical Personnel Review.

5.3.4.2.1 All first responder and BLS medical care provided by the fire department shall be reviewed by the fire department medical personnel.

5.3.4.2.2 This review process shall be documented.

5.3.4.3 Medical Director Review.

5.3.4.3.1 All fire departments with ALS services shall have a named medical director with the responsibility to oversee and ensure quality medical care in accordance with state or provincial laws or regulations.

5.3.4.3.2 This review process shall be documented.

5.3.4.4 Fire departments providing ALS services shall provide a mechanism for immediate communications with EMS supervision and medical oversight.

5.4 Special Operations Response. Special operations shall be organized to ensure that the fire department's special operations capability includes members, equipment, and resources to deploy the initial arriving company and additional alarm assignments providing such services.

5.4.1 The fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.4.

5.4.2 The fire department shall adopt a special operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to hazardous materials emergency incidents.

5.4.3 All fire department members expected to respond to emergency incidents beyond the first responder operations level for hazardous materials response shall be trained to the applicable requirements of NFPA 472.

5.4.4 All fire department members expected to respond to emergency incidents beyond the confined space operations level for confined space operations shall be trained to the applicable requirements of NFPA 1670.

5.4.5 The fire department shall have the capacity to implement an RIC, consisting of personnel trained and equipped as specified in NFPA 1407, during all special operations incidents that would subject members to immediate danger or injury in

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the event of equipment failure or other sudden events, as required by NFPA 1500.

5.4.6 If a higher level of emergency response is needed beyond the capability of the fire department for special operations, the fire department shall determine the availability of outside resources that deploy these capabilities and the procedures for initiating their response.

5.4.7 The fire department shall limit its activities to only those specific special operations functions for which its members have been trained and are correctly equipped.

5.5 Airport Rescue and Fire-Fighting (ARFF) Services.

5.5.1 Airport fire departments shall adopt operations response plans and SOPs that specify the roles and responsibilities for nonaircraft incidents as required by 5.1.2.

5.5.2 ARFF operations shall be organized to ensure that the fire department's capability includes members, equipment, and resources to deploy the initial arriving company, the initial full alarm assignment, and additional alarm assignments as required in 5.2.4.

5.5.3 Airport fire departments shall have access to special tools, equipment, supplies, personal protective equipment (PPE), and other airport resources that are required to perform operations in their assigned roles and responsibilities.

5.5.4 Deployment.

5.5.4.1 The airport fire department shall deploy the required number of ARFF vehicles required for the airport's assigned category as established by NFPA 403.

5.5.4.2 Airport fire department companies equipped with specialized apparatus and equipment shall be provided to assist ARFF companies where deemed necessary as identified in 5.5.1.

5.5.4.3 Airport fire department companies that deploy to structure fire incidents on airport property shall meet the time performance objective requirements of 4.1.2.

5.5.4.4 Airport fire department companies that deploy to emergency medical incidents on airport property shall meet the time performance objective requirements of 4.1.2.

5.5.4.5 The airport fire department shall be permitted to use established automatic aid or mutual aid agreements to comply with the requirements of Section 5.5.

5.5.5 Staffing.

5.5.5.1 Airport fire department ARFF companies shall be staffed as required by NFPA 403.

5.5.5.2 Airport fire department companies that deploy to structure fire incidents on airport property shall meet the staffing requirements of 5.2.2.

5.5.5.3 Airport fire department companies that deploy to emergency medical incidents on airport property shall meet the staffing requirements of 5.3.3.2.

5.5.6 Emergency Operations.

5.5.6.1 At all emergency scene operations, an incident management system shall be used that meets the requirements of Section 6.2.

5.5.6.2* Incident command shall be established outside of the hazard area for the overall coordination and direction of the initial full alarm assignment.

5.5.6.3 A member shall be dedicated to the task of incident commander.

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5.6* Marine Rescue and Fire-Fighting (MRFF) Services.

5.6.1 MRFF operations shall be organized to ensure that the fire department's marine capability includes members, equipment, and resources to deploy to the alarm assignments associated with a marine emergency incident.

5.6.2 Response Plan.

5.6.2.1 The fire department shall adopt a marine operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to marine emergencies.

5.6.2.2 Fire department marine operations response plans and SOPs shall be coordinated with the applicable agencies, such as the port or harbor authority and supporting agencies.

5.6.3 Marine fire departments shall have access to special tools, equipment, supplies, PPE, and other marine resources that are required to perform operations in their assigned roles and responsibilities.

5.6.4 Staffing.

5.6.4.1 Numbers of On-Duty Marine Personnel.

5.6.4.1.1 On-duty marine personnel shall consist of the number necessary for fire-fighting performance relative to the expected MRFF conditions.

5.6.4.1.2 On-duty marine members numbers shall be determined through task analyses as required for types of marine vessels and through additional task analyses that take the following factors into consideration:

(1) Life hazard to the populace protected
(2) Provisions of safe and effective fire-fighting performance conditions for the members
(3) Potential property loss
(4) Nature, configuration, hazards, and internal protection of the properties involved
(5) Types of tactics and evolutions employed as standard procedure, type of marine vessel used, and results expected to be obtained at the fire scene
(6) Requirements of the regulatory AHJs over navigable waters, ports, and harbors

5.6.4.2 Organization of On-Duty Members.

5.6.4.2.1 On-duty members assigned to marine fire fighting shall be organized into company units and shall have required vessels and equipment assigned to such companies.

5.6.4.2.2 Each marine company shall be led by an officer who shall be considered a part of the company.

5.6.5 Operating Units.

5.6.5.1* Fire companies whose primary function is to deliver and pump water and extinguishing agents at the scene of a marine incident shall be known as marine companies.

5.6.5.2 These companies shall be staffed with a minimum number of on-duty members as required by the tactical and

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occupancy hazards to which the marine vessel responds and by the regulatory AHJs over navigable waters, ports, and harbors.

5.7 Wildland Fire Suppression Services. Wildland fire suppression operations shall be organized to ensure that the fire department's wildland fire suppression capability includes members, equipment, and resources to deploy wildland direct operations that can address marginal situations before they get out of control and wildland indirect fire-fighting operations that can be assembled and placed into operation against major wildland fires.

5.7.1 Organization.

5.7.1.1 Fire departments performing wildland operations shall adopt a wildland fire-fighting operations response plan and SOPs that specify the roles and responsibilities of the fire department and the authorized functions of members responding to wildland fire emergencies.

5.7.1.2 All wildland fire suppression operations shall be organized to ensure compliance with NFPA 1143.

5.7.1.3 Fire departments performing wildland operations shall have access to special tools, equipment, supplies, PPE, and other wildland resources that are required to perform operations in their assigned roles and responsibilities.

5.7.2 Staffing. The number of on-duty wildland fire-fighting personnel shall be sufficient to perform the necessary fire-fighting operations given the expected wildland fire-fighting conditions.

5.7.2.1 On-duty wildland fire-fighting members' numbers shall be determined through task analyses that take the following factors into consideration:

(1) Life hazard to the populace protected
(2) Provisions of safe and effective fire-fighting performance conditions for the members
(3) The number of trained response members available to the department, including mutual aid resources
(4) Potential property loss
(5) Nature, configuration, hazards, and internal protection of the properties involved
(6) Types of wildland tactics and evolutions employed as standard procedure, type of apparatus used, and results expected to be obtained at the fire scene
(7) Topography, vegetation, and terrain in the response area(s)

5.7.2.2 On-duty personnel assigned to wildland operations shall be organized into crews and shall have required apparatus and equipment assigned to such companies.

5.7.2.2.1 The fire department shall identify minimum crew staffing levels necessary to meet the deployment criteria to ensure that a sufficient number of members are assigned, on duty, and available to respond with each crew.

5.7.2.2.2 Each crew shall be led by an officer who shall be considered a part of the crew.

5.7.2.2.3 Supervisory chief officers shall be dispatched or notified to respond to all full alarm assignments.

5.7.2.2.4 The supervisory chief officer shall ensure that the incident management system is established as required in Section 6.2.

N **5.7.2.3 Additional Staffing.**

N **5.7.2.3.1** At least two wildland fire fighters shall be dispatched to a wildland fire and be referred to as a team.

N **5.7.2.3.2** For the purposes of dispatching wildland fire-fighting resources, a team shall be defined as a minimum of two certified wildland fire-fighting personnel.

N **5.7.2.3.3** One fire fighter shall be capable of performing as an IAIC on scene at the incident.

N **5.7.2.3.4** The second separate fire fighter dispatched shall perform fire-fighting operations under the supervision of the IAIC.

N **5.7.2.3.5** The IAIC shall conduct an initial assessment and size-up of the incident.

N **5.7.2.3.6** The IAIC shall use his or her judgment based on training and experience in deciding whether to safely engage the incident with the crew on scene or request additional resources.

N **5.7.2.3.7** The IAIC shall assume the duties of command and incident safety officer until relieved on the incident.

N **5.7.2.3.8** Members shall not be dispatched or respond to a wildfire alone without additional personnel on scene to perform the duties of IAIC.

5.7.3 Operating Units. Fire crews whose primary function is to deliver and pump water and extinguishing agents at the scene of a wildland fire shall be known as wildland crews.

5.7.3.1 These crews shall be staffed with a minimum of four on-duty members.

5.7.3.2 Engine and ladder (truck) crews that respond to wildland fire fighting and/or urban interface wildland fire-fighting incidents shall be staffed as required by 5.2.3.

Δ 5.7.3.3 Other Types of Crews.

5.7.3.3.1 Other types of crews equipped with specialized apparatus and equipment for wildland fire fighting, including aircraft, heavy equipment, mini-pumpers, and fast attack vehicles, shall be provided to assist wildland engine and ladder companies where deemed necessary as part of established practice.

5.7.3.3.2 These crews shall be staffed with a minimum number of on-duty personnel as required by the tactical, topographical, environmental, fuel (vegetation), and occupancy hazards.

5.7.4 Deployment.

5.7.4.1 Required Number of Vehicles.

5.7.4.1.1 The fire department shall deploy from its wildland resources the number of vehicles required for a direct and/or indirect attack.

5.7.4.1.2* Prior to the initiation of any wildland fire attack, the fire department shall have the capacity to establish a lookout(s), communications with all crew members, escape route(s), and safety zone(s) for vehicles and members.

5.7.4.2 Direct Attack.

Δ 5.7.4.2.1 The fire department shall have the capability to initiate a direct wildland attack within 10 minutes after arrival of the initial crew at the fire scene.

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Δ **5.7.4.2.2** One member in the first-arriving crew shall be assigned as the incident commander for the overall coordination and direction of the direct attack activities.

5.7.4.2.3 The direct wildland attack shall include the establishment of an effective water flow application rate of 30 gpm (114 L/min) from at least two 500 ft (150 m) 1½ in. (38 mm) diameter attack handlines from two engines.

5.7.4.2.4 Each attack handline shall be operated by a minimum of two members to deploy and maintain the line.

5.7.4.2.5 One operator shall remain with each fire apparatus supplying water flow to ensure uninterrupted water flow application.

Δ **5.7.4.2.6** A wildland crew leader shall be provided with each crew, to be responsible for overall supervision of each of the crew members and for maintaining personnel accountability and crew safety.

5.7.4.3 Indirect Attack.

5.7.4.3.1 The fire department providing wildland fire suppression operations shall have the capability to deploy an indirect attack, including application of water to the fire, engagement in search and rescue and preservation of property, accountability for personnel, and provision of support activities for those situations that are beyond the capability of the direct attack.

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5.7.5 Non-Wildland Emergencies.

5.7.5.1 Wildland crews that deploy to structure fire incidents shall meet the time performance objective requirements of 4.1.2.

5.7.5.2 Wildland crews that deploy to emergency medical incidents shall meet the time performance objective requirements of 4.1.2.

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Chapter 6 Systems

6.1 Safety and Health System. A fire-fighter occupational safety and health program shall be provided in accordance with NFPA 1500.

6.2* Incident Management System.

6.2.1 An incident management system shall be provided in accordance with NFPA 1561 to form the basic structure of all emergency operations of the fire department, regardless of the scale of the department or the emergency.

6.2.2* An incident management system shall be designed to manage incidents of different types, including structure fires, wildland fires, hazardous materials incidents, emergency medical operations, and other types of emergencies that could be encountered by the department.

6.3 Training Systems.

6.3.1 The fire department shall have a training program and policy that ensure that members are trained and competency is maintained to execute all responsibilities consistent with the department's organization and deployment as addressed in Chapters 4 and 5.

6.3.2 The agency shall demonstrate in its annual report that it has ensured competency for necessary knowledge, skills, and abilities based on the community's specific hazards and risks, to include at least the hazards specifically addressed in this standard, for each member that is considered part of the effective response force.

6.3.3 The agency shall adopt training standards based on the cited hazards and risks, set performance objectives to achieve those standards, and demonstrate training and competency by meeting the performance objectives.

6.4 Communications Systems.

6.4.1 The fire department shall have a reliable communications system to facilitate prompt delivery of public fire suppression, EMS, and special operations.

6.4.2 All communications facilities, equipment, staffing, operating procedures, performance objectives, and reporting shall comply with NFPA 1221.

6.4.3 Operating procedures for radio communications shall provide for the use of standard protocols and terminology at all types of incidents.

6.4.4 Standard terminology, in compliance with NFPA 1561, shall be established to transmit information, including strategic modes of operation, situation reports, and emergency notifications of imminent hazards.

6.5* Pre-Incident Planning.

6.5.1 The fire department shall set forth operational requirements to conduct pre-incident planning, in accordance with NFPA 1620.

6.5.2 Particular attention shall be provided to all target hazards.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.1 The standard includes minimum requirements that are intended to provide effective, efficient, and safe protective services that operate on a sound basis to prevent fires, reduce risk to lives and property, deal with incidents that occur, and prepare for anticipated incidents. It sets minimum standards considered necessary for the provision of public fire protection by career fire departments. It addresses the structure and operation of organizations providing such services, including fire suppression and other assigned emergency response responsibilities, which include EMS and special operations.

A.1.2.1 A fundamental concept of fire risk is associated with modern society. Public fire service organizations are expected to reduce the risk within their areas of jurisdiction by taking measures to prevent the outbreak of fires, limit the extent and severity of fires, provide for the removal or rescue of endangered persons, control and extinguish fires that occur within the jurisdiction, and perform other emergency response operations and delivery of EMS.

The cumulative effects of preventive efforts, risk reduction and control, and fire suppression capabilities result in variable levels of risk to the jurisdictions and their residents.

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The risk remaining after deducting the cumulative effect of the public fire service organization's efforts is the responsibility of each individual, including owners, operators, occupants, and casual visitors to properties. It should be noted that fire risk cannot be completely avoided or eliminated.

A.1.4 Nothing in this standard is intended to prohibit the use of systems, methods, or approaches of equivalent or superior performance to those prescribed by this standard. The equivalency statement contained in this standard allows jurisdictions to use other "systems, methods, or approaches" to meet requirements of the standard if they can validate and document in writing that such are equal or superior to the requirements contained in the standard. This equivalency statement is not intended to allow any jurisdiction or fire department to reduce the requirements in the standard and still claim compliance. Moreover, it specifically requires any jurisdiction relying on "equivalent" systems, methods, or approaches to validate, demonstrate, and document in writing that the standard is equal or superior to the requirements contained in this standard.

The authority having jurisdiction (AHJ) determines what systems, methods, or approaches are equivalent or superior in performance. The AHJ should approach the assessment by reviewing the overall public fire protection and EMS system performance.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.3.2.1 Automatic Aid. Automatic aid is established through a written intergovernmental agreement that provides for the simultaneous dispatch of a predetermined response of personnel and equipment to a neighboring jurisdiction upon receipt of an alarm and is included as part of a communication center's dispatch protocols.

A.3.3.4 Aircraft Rescue and Fire-Fighting (ARFF) Vehicle. The apparatus is typically equipped with a large water tank [commencing at 1000 gal (3800 L) and extending to over 6000 gal (22,800 L)]; a supply of fire-fighting extinguishing agents; remote-controlled large roof turret(s), extendable turret nozzle(s), and bumper turret(s) (ground sweep nozzles) that are used for the discharge of extinguishing agent; and preconnected handlines.

A.3.3.5 Alarm. In some jurisdictions, an alarm is referred to as an incident or call for service.

N **A.3.3.14 Community Risk Assessment.** Community risk assessment begins with identification of the hazards present in the community. Given that a particular hazard exists in a community, the consequences of an emergency event (e.g., fire) in such a hazard are ultimately determined by the mitigation efforts. In other words, the consequences are the results of the combination of the risk level of the hazard, the duration and nature of the event, property loss (e.g., building damage or collapse), personal injury or loss of life, economic losses, interruption of business and related operations, and damage to the environment. These consequences are often grouped into the following four categories:

(1) Human impacts (e.g., civilian and firefighter injuries and deaths)
(2) Economic impacts (e.g., property loss — both direct and indirect effects)
(3) Psychological impacts (e.g., public confidence)
(4) Functional impacts (e.g., continuity of operations)

A.3.3.15 Company. For fire suppression and other emergency operations, in some jurisdictions, the response capability of the initial arriving company is configured with two apparatus operating together. This can be a result of apparatus not being configured with seated and belted positions for four members, therefore requiring a second vehicle to carry additional personnel. It can also be the result of the fire department's SOPs, which require two apparatus operating together to complete the operational procedures. The objective is to ensure that a minimum of four personnel are assigned to and deployed as a company. The two (or more) pieces of apparatus would always be dispatched and respond together as a single company. Some examples of this include the following:

(1) A pumper and tanker/tender that would be responding together outside a municipal water district
(2) A multiple-piece company, specified as such in a fire department's SOPs, such as an engine or ladder company that responds with a rescue unit, water tender, or other type of apparatus
(3) A company that consists of a pumper with an additional vehicle as a personnel carrier
(4) A pumper and an ambulance or rescue unit that always respond together

A.3.3.25.1 Aircraft Rescue and Fire Fighting. Such rescue and fire-fighting actions are performed both inside and outside of the aircraft.

A.3.3.25.2 Marine Rescue and Fire Fighting. Marine companies can be utilized for special operations, including a platform for dive and scuba operations and for providing a secure water supply for land-based operations.

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A.3.3.27 Fire Suppression. Fire suppression includes all activities performed at the scene of a fire incident or training exercise that expose fire department members to the dangers of heat, flame, smoke, and other products of combustion, explosion, or structural collapse. [**1500,** 2018]

A.3.3.29 First Responder (EMS). A first responder also assists higher level EMS providers.

N **A.3.3.31 Full-Time Equivalent (FTE).** Full-time equivalent calculations for fire departments can vary based on the work week established for the department. Typical fire department work weeks include, but are not limited to, 42-, 48-, and 56-hour weeks. The weeks are calculated based on a seven-day period.

N **A.3.3.33 Geographical Restriction.** In this sense, a geographical restriction should be a condition, measure, or infrastructure design such as a railroad crossing, drawbridge, narrow street that is inaccessible by fire apparatus, traffic demand pattern, long supply line lay, or other similar circumstance that impedes an apparatus' travel to an incident.

A.3.3.34 Hazard. Hazards include the characteristics of facilities, equipment systems, property, hardware, or other objects; and the actions and inactions of people that create such hazards.

A.3.3.36 High-Hazard Occupancy. These occupancies include schools, hospitals, and other special medical facilities, nursing homes, high-risk residential occupancies, neighborhoods with structures in close proximity to one another, high-rise buildings, explosives plants, refineries, and hazardous materials occupancies.

A.3.3.38 Incident Management System (IMS). The system should be consistent with NIMS and the National Response Framework. The system is also referred to as an incident command system (ICS).

A.3.3.44.2 Basic Life Support (BLS). Basic life support could also include expediting the safe and timely transport of the patient to a hospital emergency department for definitive medical care.

A.3.3.46 Member. A fire department member can be a full-time or part-time employee or a paid or unpaid volunteer, can occupy any position or rank within the fire department, and can engage in emergency operations. [**1500,** 2018]

A.3.3.48.1 Company Officer. This person can be someone appointed in an acting capacity. The rank structure could be either sergeant, lieutenant, or captain.

A.3.3.48.3 Supervisory Chief Officer. The position of supervisory chief officer is above that of a company officer, who responds automatically and/or is dispatched to an alarm beyond the initial alarm capabilities, or other special calls. In some jurisdictions, this is the rank of battalion chief, district chief, deputy chief, assistant chief, or senior divisional officer (U.K. fire service).

A.3.3.49.2 Special Operations. Special operations include water rescue, extrication, hazardous materials, confined space entry, high-angle rescue, aircraft rescue and fire fighting, and other operations requiring specialized training. [**1500,** 2018]

A.3.3.53 Rapid Intervention Crew (RIC). The RIC reports directly to the incident commander or operations chief. This dedicated crew is not to be confused with the IRIC.

A.3.3.58 Staff Aide. This member is assigned to a supervisory chief officer who assists at incident scene operations, which can include personnel accountability, communications, and other logistical and administrative support. In addition, this member can assist in coordinating training activities, respond to citizen inquiries, coordinate staffing issues and sick leave follow-up, and assign resource allocations for facilities and apparatus under the supervisory chief officer's jurisdiction. Staff aides can be known as field incident technician, staff assistant, battalion fire fighter, or battalion adjutant.

A.3.3.64.5 Initiating Action/Intervention Time. A benchmark time frame isn't set to initiate a mitigating action or take other steps to intervene in resolving the issue that created the incident. Fire departments should track these times based on their SOPs and evaluate the data based on the nature of the incident.

A.3.3.64.6 Total Response Time. A "cascade of events" chart, shown as Figure A.3.3.64.6, is provided to assist understanding the relationship between NFPA 1221, NFPA 1710, and Initiating Time/Intervention Time (currently not addressed by a single NFPA standard). Three phases are included in total response time. They are as follows:

(1) Phase One — Alarm Handling Time, which includes alarm transfer time, alarm answering time, and alarm processing time (addressed by NFPA 1221)
(2) Phase Two — Turnout Time and Travel Time (addressed by NFPA 1710)
(3) Phase Three — Initiating Action/Intervention Time

A.4.1.1 The AHJ generally has the responsibility to determine the following:

(1) Scope and level of service provided by the fire department
(2) Necessary level of funding
(3) Necessary level of personnel and resources, including facilities

To provide service, the AHJ should have the power to levy taxes or solicit funding, to own property and equipment, and to cover personnel costs. The authority necessary is conveyed by law to a local jurisdiction.

In addition, the governing body also should monitor the achievement of the management goals of the department, such as fire prevention, community life safety education, fire suppression, employee training, communications, maintenance, and department administration.

The organizational statement is a very important basis for many of the provisions of this standard. The statement sets forth the legal basis for operating a fire department, the organizational structure of the fire department, number of members, training requirements, expected functions, and authorities and responsibilities of various members or defined positions.

A key point is to clearly set out the specific services the fire department is authorized and expected to perform. Most fire departments are responsible to a governing body. The governing body has the right and should assert its authority to set the specific services and the limits of the services the fire department will provide. It also has the responsibility to furnish the

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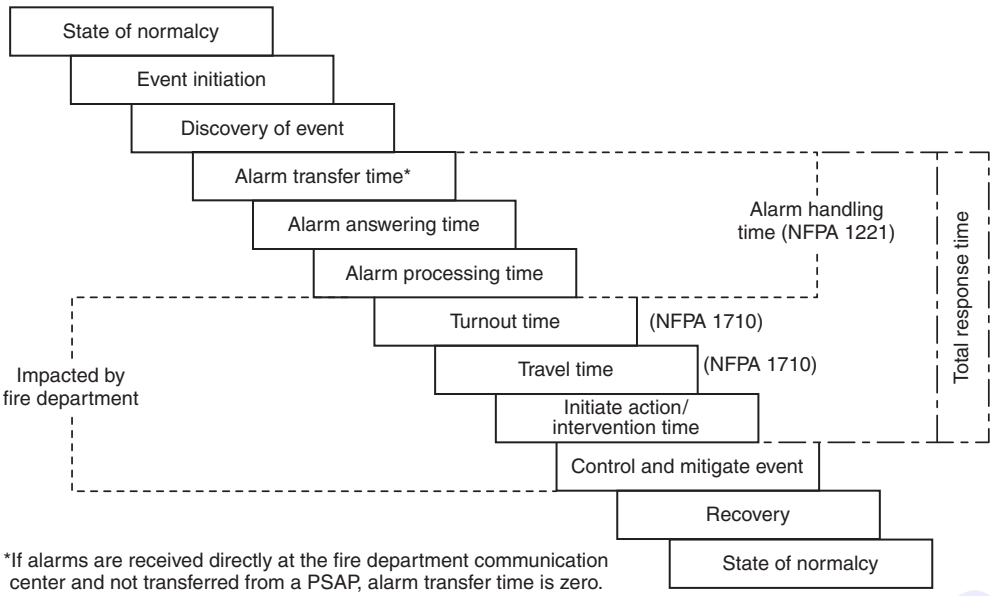


FIGURE A.3.3.64.6 Cascade of Events Chart.

necessary resources for delivery of the designated services. The fire department should provide its governing body with a specific description of each service, with options or alternatives and an accurate analysis of the costs and resources needed for each service.

Such services could include structural fire fighting, wildland fire fighting, airport/aircraft fire fighting, emergency medical services, hazardous materials response, high-angle rescue, heavy rescue, and others.

Spelling out the specific parameters of services to be provided allows the fire department to plan, staff, equip, train, and deploy members to perform these duties. It also gives the governing body an accounting of the costs of services and allows it to select those services it can afford to provide. Likewise, the governing body should identify services it cannot afford to provide and cannot authorize the fire department to deliver, or it should assign those services to another agency.

The factors that should be included in the AHJ's risk assessment process include adopted building codes, required fire/life safety related engineering controls, accepted service delivery performance objectives, complexity of facilities, and occupancy hazards (low, medium, and high) within the jurisdiction.

The fire department should be no different than any other government agency that has the parameters of its authority and services clearly defined by the governing body.

Legal counsel should be used to ensure that any statutory services and responsibilities are being met.

The majority of public fire departments are established under the charter provisions of their governing body or through the adoption of statutes. These acts define the legal basis for operating a fire department, the mission of the organization, the duties that are authorized and expected to be performed, and the authority and responsibilities that are assigned to certain members to direct the operations of the fire department.

The documents that officially establish the fire department as an identifiable organization are necessary to determine specific responsibilities and to determine the parties responsible for compliance with the provisions of this standard.

In many cases, these documents can be part of state laws, a municipal charter, or an annual budget. In such cases, it would be appropriate to make these existing documents part of the organizational statement, if applicable.

A.4.1.2 There can be incidents or areas where the response criteria are affected by circumstances such as response personnel who are not on duty, unstaffed fire station facilities, natural barriers, traffic congestion, insufficient water supply, and density of population or property. The reduced level of service should be documented in the written organizational statement by the percentage of incidents and geographical areas for which the total response time criteria are achieved.

Additional service delivery performance objectives should be established by the AHJ for occupancies other than those identified within the standard for benchmark single-family dwellings. Factors to be considered include specific response areas (i.e., suburban, rural, and wilderness) and occupancy hazards.

A.4.1.2.1(3) This service delivery requirement is intended to have a fire department plan and situate its resources to consistently meet a 240-second travel time for the initial company fire suppression response; for other than high-rise, a 480-second travel time for the full alarm fire response assignment; and for high-rise, a 610-second travel time for the full alarm fire response assignment.

A.4.1.2.5.1 The evaluation of the fire department's provided level of service needs to be performed against the AHJ's established service delivery performance objectives. These objectives should be based on a jurisdictional risk assessment. The objectives established within this standard are based on a 2000 ft^2 (186 m^2), two-story, single-family home without a basement and having no exposures. The AHJ's response objectives should be established based on numerous factors such as the circumstan-

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ces affecting response personnel, adopted building codes, required fire/life safety-related engineering controls, accepted turnout/travel times, complexity of facilities, and occupancy hazards within the jurisdiction.

A.4.1.2.5.2 The collection of data is required to determine the organization's ability to meet its locally determined objectives and the performance objectives contained in the standard with regard to emergency incidences (warning lights and sirens). Organizations respond to numerous types of emergency and nonemergency incidents. While the collection and analysis of all of the response data is important, attainment of the 90 percent objective is only to be evaluated against emergency incident responses.

A.4.4.2 Occupational Safety and Health Administration (OSHA) regulations require that all fire departments be trained to respond to hazardous materials incidents at the first responder operations level.

Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA), known as the Emergency Planning and Community Right-to-Know Act, established requirements for federal, state, and local governments and industrial facilities regarding emergency planning for spills or other releases, community right-to-know, and reporting of hazardous and toxic chemicals.

The Emergency Planning and Community Right-to-Know Act covers the following four major areas that provide the fire service and communities with a broad perspective on the chemical hazards within the local area and those at individual facilities:

(1) Sections 301 through 303 — emergency planning
(2) Section 304 — emergency release notification
(3) Sections 311 and 312 — community right-to-know reporting requirements
(4) Section 313 — toxic chemical release inventory

A.4.8.1 Where appropriate, the mutual aid agreement should include automatic responses on first alarms (automatic aid). This concept contemplates joint response of designated apparatus and personnel on a predetermined running assignment basis.

Mutual aid concepts should be considered on a regional basis. In an effective mutual aid arrangement, each fire department should retain reserves of personnel and apparatus. Traditionally and legally, overall command of the incident is vested with the senior officer of the jurisdiction experiencing the emergency.

Some areas use consolidated dispatching to coordinate the response of fire companies to assist an outside fire department. The management of responses can be made easier by utilizing computerization, "running cards," and other advance planning.

A.5.2 Suppression capability is an expression of how much fire-fighting power can be put into action when there is a fire. It includes the amount of apparatus, equipment, and personnel available; the time needed to respond and place equipment in action; the water supply; the application of strategy and tactics; the level of training; and all of the components that add up to effective fireground operations.

A.5.2.2 For more information, see NFPA 1250; FEMA, National Fire Academy, "Fire Risk Analysis: A Systems Approach"; and Phoenix, AZ, Fire Department, "Fire Department Evaluation System (FIREDAP)."

A.5.2.2.2 For further information on companies, see 3.3.15 and A.3.3.15.

Δ **A.5.2.2.2.1** Important elements in limiting fire spread are the quick arrival of sufficient personnel and equipment to attack and extinguish the fire as close to the point of its origin as possible. For more information, see the National Fire Academy's "Fire Risk Analysis: A Systems Approach," and, from the Office of the Ontario Fire Marshal, *Shaping the Future of Fire Ground Staffing and Delivery Systems Within a Comprehensive Fire Safety Effectiveness Model*. For additional information see the Underwriters Laboratory Firefighter Safety Research Institute's website at www.ulfirefightersafety.org; as well as NIST Technical Note 1797, April 2013; and NIST Technical Note 1661, April 2010.

The ability of adequate fire suppression forces to significantly influence the outcome of a structure fire is undeniable and predictable. Data generated by NFPA and used by the committee in developing this standard provide empirical data that rapid and aggressive interior attack can substantially reduce the human and property losses associated with structure fires *[see Table A.5.2.2.2.1]*.

A.5.2.2.2.3 The assignment of specific response districts to command officers should be based on the number of companies, workload, and response distances. Department administrative procedures should indicate clearly the jurisdiction of command officers.

A.5.2.2.2.5 For further information on staff aides, see 3.3.58 and A.3.3.58.

A.5.2.4.1.1 The hazards presented by this scenario are not unusual, as all communities respond to fire incidents in this type of structure on a regular basis.

A.5.2.4.2.1 The open-air strip shopping center represents more than 67 percent of types of shopping centers, as described by the International Council of Shopping Centers (ICSC). The ICSC describes these centers as "usually configured in a straight line as a strip, or may be laid out in an L or U shape, depending on the site and design. They consist of an attached row of stores or service outlets managed as a coherent retail entity, with on-site parking usually located in front of the stores. Open canopies may connect the store fronts, but a strip center does not have enclosed walkways linking the stores. The open air strip shopping center may contain between five and 40 stores of varying occupancy types and hazards with three or more being larger, anchor stores such as a discount store, supermarket, drug, or large specialty discount store."

Δ **A.5.2.4.4** See NIST Technical Note 1797, *Report on High-Rise Fireground Field Experiments*, for more information.

N **A.5.2.4.5** Some examples of a suspected fire condition could be, but are not limited to, additional calls reporting smoke and odor of something burning. Also, examples of multiple detection signals could be, but are not limited to, heat detection, smoke detection, and water flow detection.

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Δ Table A.5.2.2.2.1 Loss Rates by Fire Spread in 2012–2016 Home Structure Fires

Flame Spread	Rate per 1000 Fires: Civilian Deaths	Rate per 1000 Fires: Civilian Injuries	Average Dollar Loss per Fire
Confined fires or contained fire identified by incident type*	0.0	8.7	$200
Confined fire or fire spread confined to object of origin	0.4	11.1	$1,200
Confined to room of origin, including confined fires and fires confined to object	1.8	23.8	$4,000
Spread beyond the room of origin but confined to floor of origin	16.2	76.3	$35,000
Spread beyond the floor of origin	24.6	55.0	$65,900

Note: Homes include one- and two-family homes (including manufactured housing) and apartments or other multifamily housing. These statistics are national estimates based on fires reported to local U.S. fire departments and so exclude fires reported only to federal or state agencies. National estimates are projections. Casualty and loss projections can be heavily influenced by the inclusion or exclusion of one unusually serious fire. Property damage has not been adjusted for inflation.

* The National Fire Incident Reporting System (NFIRS) has six categories of confined structure fires: cooking fires confined to the cooking vessel; confined chimney or flue fires; confined incinerator fires; confined fuel burner or boiler fires,including delayed ignitions; confined commercial compactor fires; and trash or rubbish fires in a structure with no flame damage to the structure or its contents.

Source: NFIRS and NFPA annual fire experience survey.

Δ A.5.2.4.6.1 Other occupancies and structures in the community that present greater hazards should be addressed by additional fire fighter functions and additional responding personnel on the initial full alarm assignment. The NFPA *Fire Protection Handbook* categorizes occupancies in three broad groups:

(1) High-hazard occupancies: schools, hospitals, nursing homes, explosives plants, refineries, high-rise buildings, and other high life hazard or large fire potential occupancies
(2) Medium-hazard occupancies: apartments, offices, mercantile, and industrial occupancies not normally requiring extensive rescue or fire-fighting forces
(3) Low-hazard occupancies: one-, two- or three-family dwellings and scattered small businesses and industrial occupancies

In determining the initial responding force to these occupancies, AHJs must consider the additional potential of fire spread, types of combustibles, increased life hazard, and various tasks that must be accomplished to achieve their mission.

A.5.2.4.6.2 Once units arrive, or a determination is made that other resources are required, additional alarms should be called for and dispatched. Departments should have predetermined procedures for additional alarms. Many departments send the same number and type of units on the second alarm as on the first alarm. Incident commanders can always request unique resources when required. Many departments will only be able to handle additional alarms through automatic or mutual aid agreements that have been previously established.

A.5.3 An EMS system is defined as a comprehensive, coordinated arrangement of resources and functions that are organized to respond in a timely, staged manner to medical emergencies, regardless of their cause. The term *system* can be applied locally or at the state, provincial, or national level. The fundamental functions of an EMS system are the following:

(1) System organization and management
(2) Medical direction
(3) Human resources and training
(4) Communications
(5) Emergency response
(6) Transportation
(7) Care facilities
(8) Quality assurance
(9) Public information and education
(10) Disaster medical services
(11) Research
(12) Special populations

A.5.3.2 The following four functions do not necessarily exist as separate elements in a particular system:

(1) The first responding unit can be an advanced life support (ALS) ambulance that can provide ALS treatment and ambulance transportation.
(2) The first responding unit can be a fire suppression unit that can provide both initial and advanced-level medical care.
(3) ALS can be provided by the ambulance or by an additional fire suppression unit or a unit that is dedicated to ALS response only.
(4) The system might not have ALS treatment capability — only a fire apparatus with fire fighters trained as first responder AED can respond.

A.5.5.6.2 The U.S. Air Force has defined the areas involved in the emergency within 75 ft (23 m) of the aircraft as immediately dangerous to life and health (IDLH).

A.5.6 For additional information on marine fire fighting, see NFPA 1405.

A.5.6.5.1 For additional information on marine rescue and fire-fighting vessels, see NFPA 1925.

A.5.7.4.1.2 A system developed by Chief Paul Gleason of the United States Forest Service addresses specific mandatory fire orders in a system termed *LCES*, which stands for lookout(s), communication(s), escape route(s), and safety zone(s). These four items are to be implemented as an integrated system by a single resource unit, a strike team, or a full assignment. The implementation of LCES is a minimum safety requirement prior to the initiation of any wildland fire-fighting operations.

A.6.2 Emergency incidents can involve operations that vary considerably in their complexity and scale. The control of these incidents depends on the planned, systematic implementation of an effective fireground organization to accomplish

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identified objectives. Every fire department, regardless of size, needs a proper system to regulate and direct emergency forces and equipment at both routine and major incidents. The incident management system forms the basic structure of operations, regardless of scale. An effective system is designed to manage incidents of different types, including structure fires, wildland fires, hazardous materials incidents, and medical and other emergencies.

A.6.2.2 Unlike fire incidents where command is normally predicated by rank structure, EMS patient care is based on statutory recognition of the member with the highest level of medical certification. The recommendation is that departments adopt protocols that define the degree of both member and nonmember involvement in direct patient care based on local standards, medical control, and statutory requirements.

A.6.5 For additional information, see NFPA 1620.

Δ Annex B Community-Wide Risk Assessment Model

This annex is not a part of the requirements of this NFPA document but is included for information purposes only.

Δ **B.1** This model is an example of how a community-wide risk assessment plan can be used to protect both citizens and property. While NFPA 1710 is scoped to focus strictly on deployment, staffing, and service levels, it is one component of a total community fire protection planning process. An AHJ can determine other components that could reduce the risks of fire and adopt stronger building and fire prevention codes, enforce those more vigorously, and enhance public life safety education components. This model is included for that purpose. Figure B.1 illustrates a fire department process map.

Chapter 5 of NFPA 1730 establishes a process to identify and analyze community risks to assist in the development and implementation of a community risk reduction (CRR) plan. Detailed guidance on conducting a CRR plan is provided in Annex B of NFPA 1730.

For other documents on community risk assessment and community risk reduction, see: *Fire Service Deployment: Assessing Community Vulnerability*, Urban Fire Forum; *ISO Fire Suppression Rating Schedule*; *Community Risk Assessment: Standards of Cover*; *IFE V2020 CRR 2009 Project Report*; *IFE V2020 CRR Symposium Report*; and *Washington Association of State Fire Marshals CRR Project Report*.

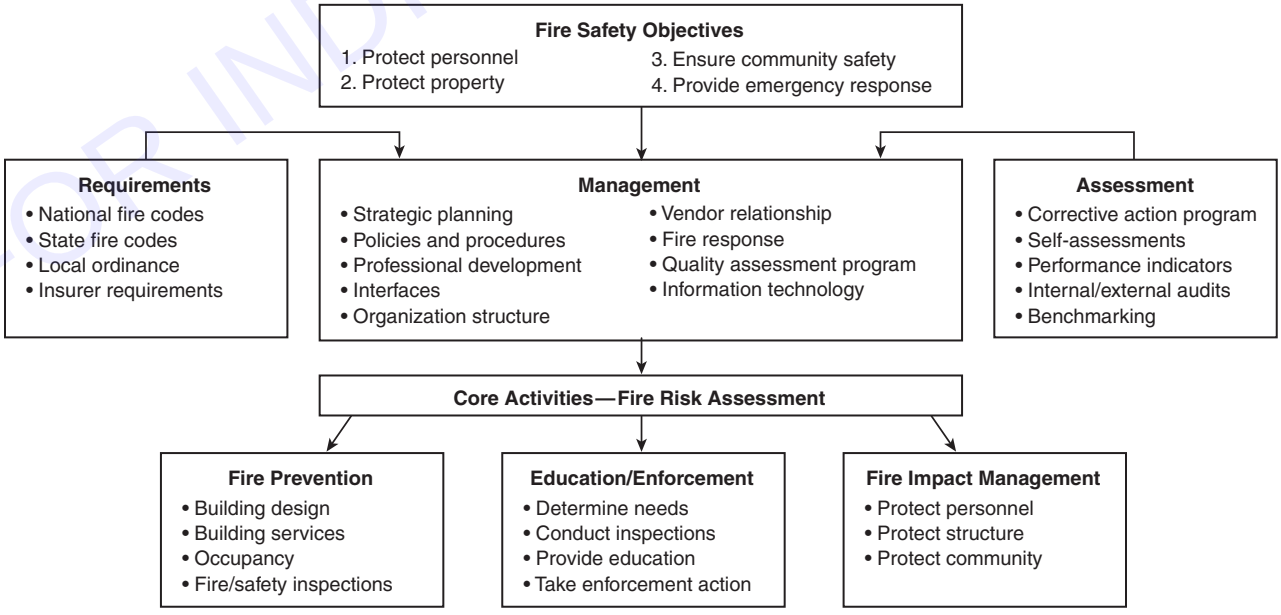
B.1.1 This annex addresses the need for fire departments to develop an overall "defense-in-depth" strategy for the delivery of fire services. The development of such a strategy should include an assessment of the tools available to the fire service for accomplishing the goals of fire safety.

B.1.2 Fire safety objectives can be defined as those ideas that a department aspires to deliver. For example, fire department objectives could include such statements as "Maintain injuries and life/property losses as low as reasonably achievable (community and department)." The accomplishment of this objective should not be left to fire-fighting operations alone. See Figure B.1.2 for fire safety concepts.

B.1.3 Fire prevention is not simply preventing fire. It is the systematic application of codes, standard, engineering principles, and an understanding of human behavior to achieve the objective of limiting the loss of life and property.

B.1.3.1 As outlined in NFPA 1, fire prevention includes egress, construction design, building services, fire protection, and occupancy. All of these elements work together to provide the occupants and fire department personnel with a level of fire safety not otherwise available.

B.1.3.2 By ensuring that each of these elements is balanced, the fire department can maintain a reasonable level of risk for the community and the department.



Δ **FIGURE B.1 Fire Department Process Map.**

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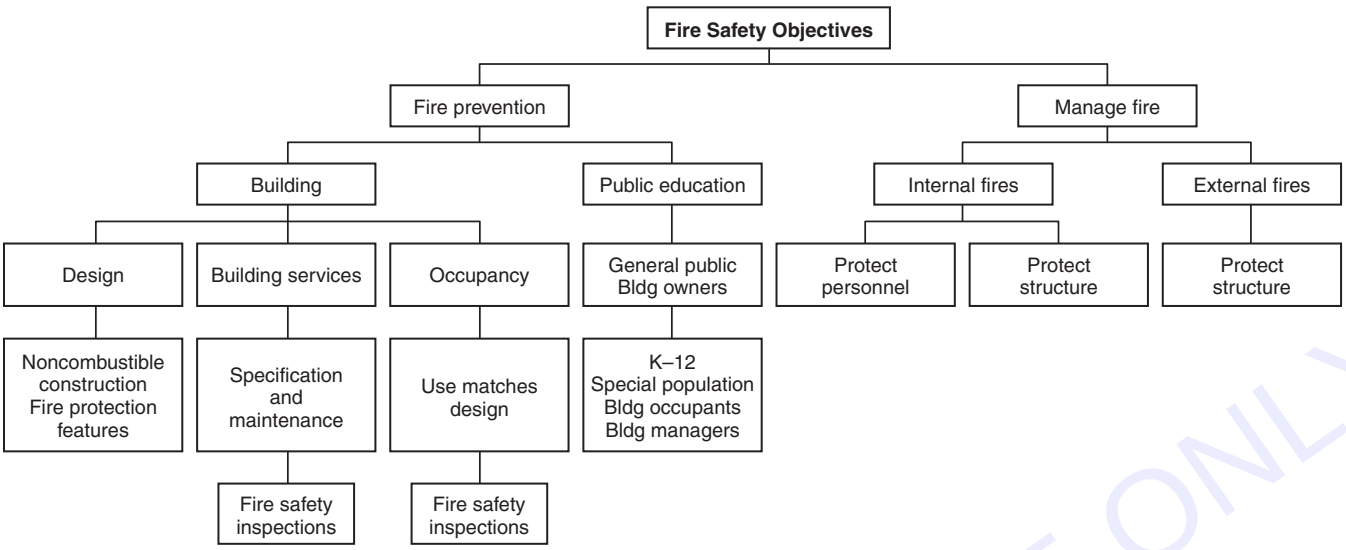


FIGURE B.1.2 Fire Safety Concepts for Fire Department Operations.

B.1.3.3 To provide risk management, the fire department must utilize all of the tools available. In order of preference, those tools are as follows:

(1) Fire-safe design and construction
(2) Suppression systems
(3) Detection systems
(4) Occupant fire prevention practices
(5) Fire department-conducted fire-safety inspections
(6) Fire rescue response

B.1.3.4 A structure designed and constructed to withstand the effects of fire is the most important asset in achieving fire risk management. A structure relying solely on fire rescue response offers the greatest challenge to the occupants and fire department personnel.

B.1.4 Fire impact management is the ability to manage the impact of a fire on occupants and structures. The participation of the fire department in the design, construction, maintenance, and use of a structure provides defense-in-depth against fire losses.

B.1.4.1 Structures that are designed with noncombustible construction, are protected with fire protection systems, and are routinely inspected to ensure appropriate occupant use are most likely to provide the lowest risk levels and therefore are the least difficult to manage.

B.1.4.2 Fire-fighting operations on fully compliant structures for which the fire fighters know the occupancy conditions can be conducted with a plan that commits resources only as necessary to accomplish the pre-established goals.

B.1.4.3 Pre-established goals for each structure define the commitment of resources in order to limit risk to occupants, the structure, and fire department personnel.

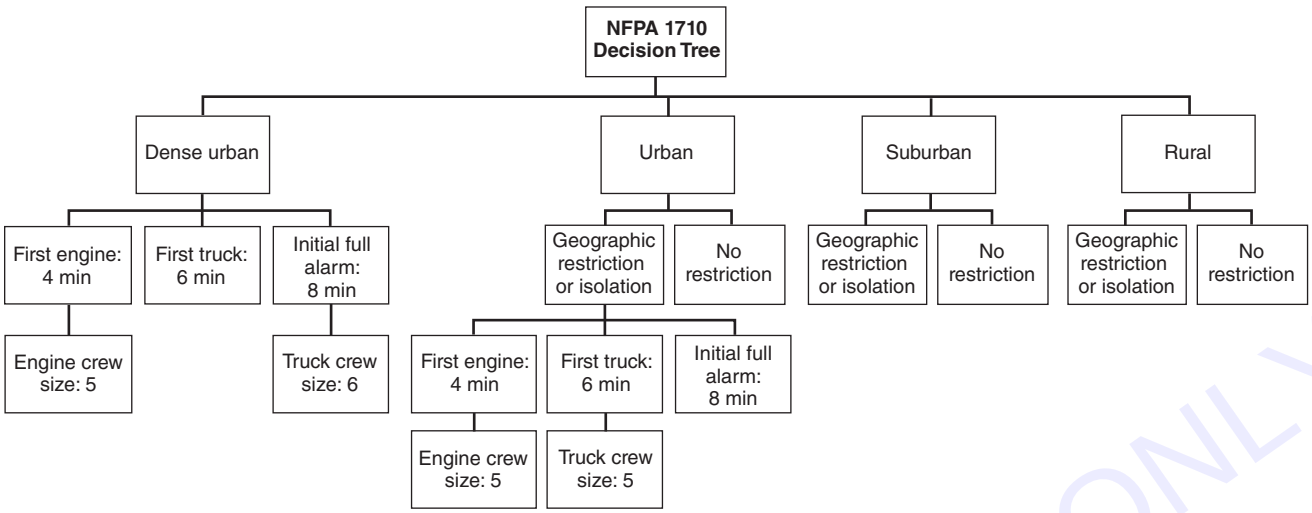
N **B.1.5 Decision Algorithms.**

N **B.1.5.1** Based on the geographic composition of the response district, the AHJ should take into account any geographic restrictions or areas of geographic isolation when determining response times and responding apparatus. *(See Figure B.1.5.1.)*

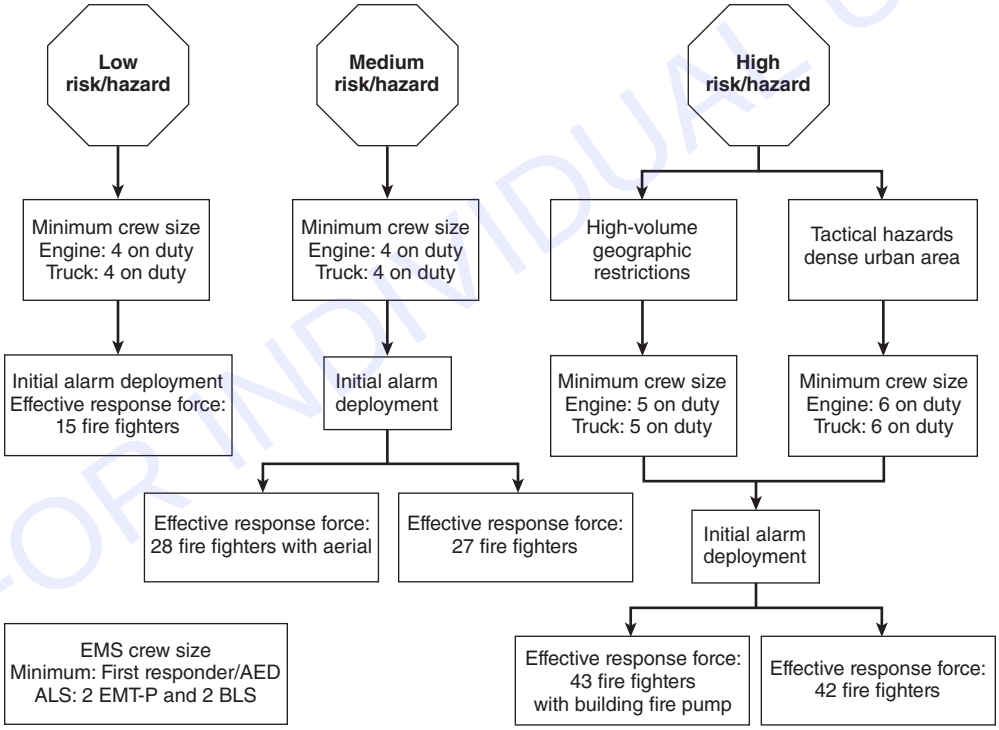
N **B.1.5.2** Along with taking into account any geographical restrictions, the AHJ also has to develop an algorithm to address the deployment of staff based on the initial alarm size as well as the known hazards/risks that will be encountered. *(See Figure B.1.5.2.)*

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N **FIGURE B.1.5.1 Decision Algorithm.**



N **FIGURE B.1.5.2 Deployment Algorithm.**

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N Annex C NFPA 1710 at a Glance

This annex is not a part of the requirements of this NFPA document but is included for information purposes only.

N C.1 Fire Suppression and Special Operations Provisions. The term *company* is defined as a group of members who are:

(1) Under direct supervision
(2) Trained and equipped to perform assigned tasks
(3) Organized and identified as engine, ladder, rescue, squad, or multifunctional companies
(4) Operating at the scene with one apparatus

N C.2 Exception. An exception to a company arriving on one apparatus is as follows:

(1) Multiple apparatuses are assigned, dispatched, and arrive together.
(2) The apparatuses continuously operate together.
(3) The apparatuses are managed by a single officer.

An initial alarm is personnel, equipment, and resources ordinarily dispatched upon notification of a structure fire.

N C.3 Performance Objectives.

N C.3.1 Alarm answering time:

15 sec (95 percent)

40 sec (99 percent)

N C.3.2 Alarm processing time:

64 sec (90 percent)

106 sec (95 percent)

N C.3.3 Turnout time:

60 sec EMS

80 sec Fire

N C.3.4 First-arriving engine on scene time:

240 sec (4 min)

N C.3.5 Second-arriving company on scene time:

300 sec (5 min)

N C.3.6 Initial full alarm (low and medium hazard) time:

480 sec (8 min)

N C.3.7 Initial full alarm — high hazard/high-rise time:

610 sec (10 min 10 sec)

N C.4 Fire Department Response to Certain Incidents.

N C.4.1 Fire departments should set forth criteria for various types of incidents to which they are required/expected to respond. These types of incidents should include, but not be limited to, the following:

(1) Natural disasters
(2) Acts of terrorism
(3) Weapons of mass destruction (WMD)
(4) Large-scale mass casualties

N C.4.2 Given expected fire-fighting conditions, the number of on-duty members should be determined through task analysis considering the following criteria:

(1) Life hazard protected population
(2) Safe and effective performance
(3) Potential property loss
(4) Hazard levels of properties
(5) Fireground tactics employed

N C.5 Company Staffing (Crew Size) On Duty.

Engine: 4 minimum

High-volume/geographic restrictions: 5 minimum

Tactical hazards dense urban area: 6 minimum

Truck: 4 minimum

High-volume/geographic restrictions: 5 minimum

Tactical hazards dense urban area: 6 minimum

N C.5.1 Initial alarm deployment (number of firefighters including officers):

Low hazard: 15

Medium hazard: 28

High hazard: 43

N C.6 Emergency Medical Services (EMS) Provisions. The fire department should clearly document its role, responsibilities, functions, and objectives for the delivery of EMS. EMS operations should be organized to ensure the fire department's capability and includes members, equipment, and resources to deploy the initial-arriving company and additional alarm assignments.

N C.6.1 EMS treatment levels include the following:

(1) First responder
(2) Basic life support (BLS)
(3) Advanced life support (ALS)

N C.6.2 Minimum EMS provision is same as first responder/AED.

The authority having jurisdiction (AHJ) should determine if the fire department provides BLS, ALS, and/or transport. Patient treatment associated with each level of EMS should be determined by the AHJ based on requirements and licensing within each state/province.

On-duty EMS units should be staffed with the minimum number of members necessary for emergency medical care relative to the level of EMS provided by the fire department.

N C.6.3 Personnel deployed to ALS emergency responses must include the following:

(1) A minimum of two members trained at the emergency medical technician–paramedic level
(2) Two members trained at the BLS level arriving on scene within the established travel time

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All fire departments with ALS services should have a named medical director with the responsibility to oversee and ensure quality medical care in accordance with state or provincial laws or regulations, and must have a mechanism for immediate communication with EMS supervision and medical oversight.

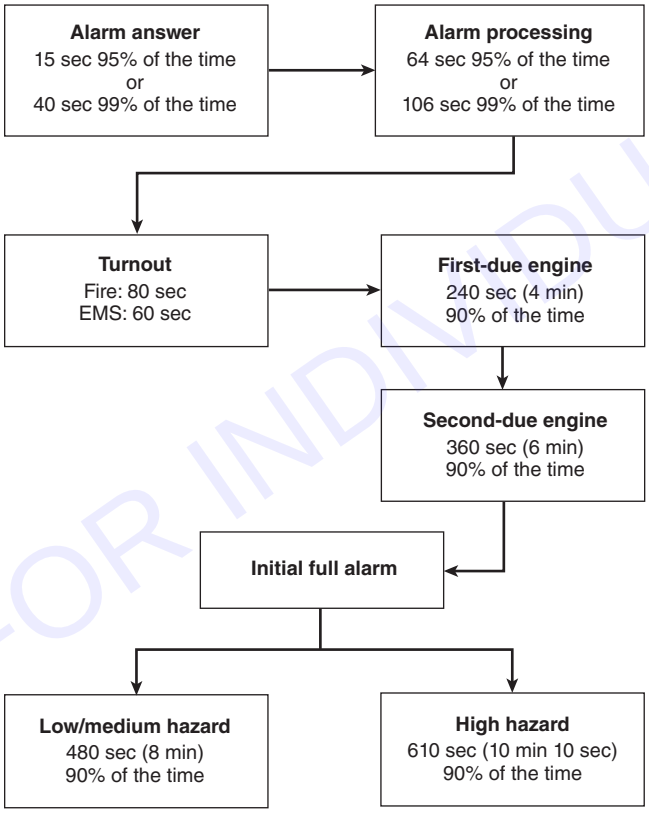
N C.7 Other Factors. The following factors should also be taken into consideration:

(1) RIC and IRIC
(2) Geographic isolation

N Annex D Response Objectives

This annex is not a part of the requirements of this NFPA document but is included for information purposes only.

N D.1 General. Documenting the benchmarks and response objectives that make up NFPA 1710 is crucial to capturing and tracking data that would be helpful in ensuring the necessary allocation of resources. *(See Figure D.1.)*



N FIGURE D.1 Response Objectives.

Annex E Informational References

E.1 Referenced Publications. The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the requirements of this document unless also listed in Chapter 2 for other reasons.

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NFPA 1, *Fire Code*, 2018 edition.

NFPA 1221, *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems*, 2019 edition.

NFPA 1250, *Recommended Practice in Fire and Emergency Service Organization Risk Management*, 2015 edition.

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NFPA 1925, *Standard on Marine Fire-Fighting Vessels*, 2018 edition.

Fire Protection Handbook, 20th edition, 2008.

E.1.2 Other Publications.

Δ E.1.2.1 CPSE Publications. Center for Public Safety Excellence, Inc., 4501 Singer Court, Suite 180, Chantilly, VA 20151.

Community Risk Assessment: Standards of Cover, 6th edition, 2016.

E.1.2.2 FEMA Publications. Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472.

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Gerard, John C., and Jacobsen, A. Terry, "Reduced Staffing: At What Cost?," *Fire Service Today*, pp. 15–21, September 1981.

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Shaping the Future of Fire Ground Staffing and Delivery Systems within a Comprehensive Fire Safety Effectiveness Model, Office of the Ontario Fire Marshal, 1993.

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"Guidelines 2000 for Cardiopulmonary Resuscitation and Emergency Cardiac Care." 1992. *Journal of the American Medical Association,* 268(16) (October 28).

N **E.2.2 CPSE Publications.** Center for Public Safety Excellence, Inc., 4501 Singer Court, Suite 180, Chantilly, VA 20151.

Fire and Emergency Service Self-Assessment Manuals (FESSAM), 9th edition, Commission on Fire Accreditation International, (CFAI), 2015.

E.2.3 Government Accounting Standards Board. Government Accounting Standards Board, 401 Merritt 7, P.O. Box 5116, Norwalk, CT 06856-5116.

Δ **E.2.4 IAFC/IAFF Publications.** International Association of Fire Chiefs/International Association of Fire Fighters. International Association of Fire Chiefs, 4025 Fair Ridge Drive, Suite 300, Fairfax, VA 22033-2868. International Association of Fire Fighters, 1750 New York Avenue, Suite 300, NW, Washington, DC 20006-5395.

NFPA 1710 Implementation Guide, August 2002.

Δ **E.2.5 IAFF Publications.** International Association of Fire Fighters, 1750 New York Avenue, NW, Suite 300, Washington, DC 20006.

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Fire Department Based EMS Whitepaper, http://www.iaff.org/tech/PDF/FB%20EMS%20Whitepaper%20FINAL%20July%205%202007%20.pdf.

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NFPA 1710 Explainer Video, https://www.youtube.com/watch?v=f42S9TRc634.

Δ **E.2.6 ICMA Publications.** International City/County Management Association, 777 North Capitol Street, NE, Suite 500, Washington, DC 20002-4201.

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"Interim Report of the Tricom Consortium."

E.2.7 IFSTA/FPP Publications. IFSTA/FPP, 930 N. Willis, Stillwater, OK 74078.

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N **E.2.9 UL Publications.** Underwriters Laboratories Inc., 333 Pfingsten Road, Northbrook, IL 60062-2096, www.ul.com.

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"Fire Department Evaluation System (FIREDAP)," Phoenix, AZ Fire Department, December 1991.

"Performance Measurement and Benchmarking Project," Office of the Ontario Fire Marshal, 2003.

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Index

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-A-

Administration, Chap. 1
Application, 1.3
Equivalency, 1.4, A.1.4
Purpose, 1.2
Scope, 1.1, A.1.1
Advanced Life Support (ALS)
Definition, 3.3.1
Aid
Automatic Aid
Definition, 3.3.2.1, A.3.3.2.1
Definition, 3.3.2
Mutual Aid
Definition, 3.3.2.2
Aircraft Rescue and Fire Fighting
Definition, 3.3.3
Aircraft Rescue and Fire-Fighting (ARFF) Vehicle
Definition, 3.3.4, A.3.3.4
Alarm
Definition, 3.3.5, A.3.3.5
Alarm Answering Time
Definition, 3.3.6
Alarm Handling Time
Definition, 3.3.7
Alarm Processing Time
Definition, 3.3.8
Alarm Transfer Time
Definition, 3.3.9
Apparatus
Definition, 3.3.10
Fire Apparatus
Definition, 3.3.10.1
Mobile Water Supply Apparatus (Tanker, Tender)
Definition, 3.3.10.2
Quint Apparatus
Definition, 3.3.10.3
Specialized Apparatus
Definition, 3.3.10.4
Approved
Definition, 3.2.1, A.3.2.1
Authority Having Jurisdiction (AHJ)
Definition, 3.2.2, A.3.2.2
Automatic Aid
Definition, 3.3.11

-B-

Basic Life Support (BLS)
Definition, 3.3.12

-C-

Career Fire Department
Definition, 3.3.13
Community Risk Assessment
Definition, 3.3.14, A.3.3.14
Community-Wide Risk Assessment Model, Annex B
Company
Definition, 3.3.15, A.3.3.15
Company Officer
Definition, 3.3.16
Crew
Definition, 3.3.17

-D-

Definitions, Chap. 3
Dense Urban
Definition, 3.3.18

-E-

Emergency Incident
Definition, 3.3.19
Emergency Medical Care
Definition, 3.3.20
Emergency Operations
Definition, 3.3.21
Explanatory Material, Annex A

-F-

Fire Alarm Signal Notification
Definition, 3.3.22
Fire Apparatus
Definition, 3.3.23
Fire Department Member
Definition, 3.3.24
Fire Department Services, Chap. 5
Airport Rescue and Fire-Fighting (ARFF) Services, 5.5
Deployment, 5.5.4
Emergency Operations, 5.5.6
Staffing, 5.5.5
Emergency Medical Services (EMS), 5.3, A.5.3
EMS System Functions, 5.3.3
Service Delivery Deployment, 5.3.3.3
Staffing, 5.3.3.2
Quality Management, 5.3.4
Fire Department Medical Personnel Review, 5.3.4.2
Medical Director Review, 5.3.4.3
System Components, 5.3.2, A.5.3.2
Training Levels, 5.3.2.2
Treatment Levels, 5.3.2.1
Fire Suppression Services, 5.2, A.5.2

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Deployment, 5.2.4
Additional Alarm Assignments, 5.2.4.6
Apartment Initial Full Alarm Assignment Capability, 5.2.4.3
Fire Alarm Notification Assignment, 5.2.4.5, A.5.2.4.5
High-Rise Initial Full Alarm Assignment Capability, 5.2.4.4, A.5.2.4.4
Open-Air Strip Shopping Center Initial Full Alarm Assignment Capability, 5.2.4.2
Single-Family Dwelling Initial Full Alarm Assignment Capability, 5.2.4.1
Fire Suppression Capability, 5.2.1
Operating Units, 5.2.3
Emergency Medical Care, 5.2.3.6
Engine Companies, 5.2.3.1
Fire Companies with Quint Apparatus, 5.2.3.4
Ladder/Truck Companies, 5.2.3.2
Mobile Water Supply Tanker/Tender, 5.2.3.5
Other Types of Companies, 5.2.3.3
Staffing, 5.2.2, A.5.2.2
Marine Rescue and Fire-Fighting (MRFF) Services, 5.6, A.5.6
Operating Units, 5.6.5
Response Plan, 5.6.2
Staffing, 5.6.4
Numbers of On-Duty Marine Personnel, 5.6.4.1
Organization of On-Duty Members, 5.6.4.2
Purpose, 5.1
Special Operations Response, 5.4
Wildland Fire Suppression Services, 5.7
Deployment, 5.7.4
Direct Attack, 5.7.4.2
Indirect Attack, 5.7.4.3
Required Number of Vehicles, 5.7.4.1
Non-Wildland Emergencies, 5.7.5
Operating Units, 5.7.3
Other Types of Crews, 5.7.3.3
Organization, 5.7.1
Staffing, 5.7.2
Additional Staffing, 5.7.2.3
Fire Fighting
Aircraft Rescue and Fire Fighting
Definition, 3.3.25.1, A.3.3.25.1
Definition, 3.3.25
Marine Rescue and Fire Fighting
Definition, 3.3.25.2, A.3.3.25.2
Structural Fire Fighting
Definition, 3.3.25.3
Fire Protection
Definition, 3.3.26
Fire Suppression
Definition, 3.3.27, A.3.3.27
First Responder (EMS)
Definition, 3.3.29, A.3.3.29
First-Due Response Zone
Definition, 3.3.28
Forcible Entry
Definition, 3.3.30
Full-Time Equivalent (FTE)
Definition, 3.3.31, A.3.3.31

-G-

Geographical Isolation
Definition, 3.3.32
Geographical Restriction
Definition, 3.3.33, A.3.3.33

-H-

Hazard
Definition, 3.3.34, A.3.3.34
Hazardous Material
Definition, 3.3.35
High-Hazard Occupancy
Definition, 3.3.36, A.3.3.36

-I-

Incident Commander
Definition, 3.3.37
Incident Management System (IMS)
Definition, 3.3.38, A.3.3.38
Incident Safety Officer
Definition, 3.3.39
Informational References, Annex E
Initial Full Alarm Assignment
Definition, 3.3.40
Initial Rapid Intervention Crew (IRIC)
Definition, 3.3.41
Initiating Action/Intervention Time
Definition, 3.3.42
Intergovernmental Agreement
Definition, 3.3.43

-L-

Life Support
Advanced Life Support (ALS)
Definition, 3.3.44.1
Basic Life Support (BLS)
Definition, 3.3.44.2, A.3.3.44.2
Definition, 3.3.44

-M-

Marine Rescue and Fire Fighting
Definition, 3.3.45
Member
Definition, 3.3.46, A.3.3.46
Mutual Aid
Definition, 3.3.47

-N-

NFPA 1710 at a Glance, Annex C
Company Staffing (Crew Size) On Duty, C.5
Emergency Medical Services (EMS) Provisions, C.6
Exception, C.2
Fire Department Response to Certain Incidents, C.4
Fire Suppression and Special Operations Provisions, C.1

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Other Factors, C.7
Performance Objectives, C.3

-O-

Officer
Company Officer
Definition, 3.3.48.1, A.3.3.48.1
Definition, 3.3.48
Incident Safety Officer
Definition, 3.3.48.2
Supervisory Chief Officer
Definition, 3.3.48.3, A.3.3.48.3
Operations
Definition, 3.3.49
Emergency Operations
Definition, 3.3.49.1
Special Operations
Definition, 3.3.49.2, A.3.3.49.2
Organization, Chap. 4
Airport Rescue and Fire-Fighting Services, 4.5
Emergency Medical Services, 4.3
Fire Department Organizational Statement, 4.1
Fire Suppression Services, 4.2
Intercommunity Organization, 4.8
Marine Rescue and Fire-Fighting Services, 4.6
Special Operations, 4.4
Wildland Fire Suppression Services, 4.7

-P-

Performance Objective
Definition, 3.3.50
Public Safety Answering Point (PSAP)
Definition, 3.3.51

-Q-

Quint Apparatus
Definition, 3.3.52

-R-

Rapid Intervention Crew (RIC)
Definition, 3.3.53, A.3.3.53
Initial Rapid Intervention Crew (IRIC)
Definition, 3.3.53.1
Referenced Publications, Chap. 2
Rescue
Definition, 3.3.54
Response Objectives, Annex D
General, D.1
Rural
Definition, 3.3.55

-S-

Shall
Definition, 3.2.3
Should
Definition, 3.2.4
Special Operations
Definition, 3.3.56
Specialized Apparatus
Definition, 3.3.57
Staff Aide
Definition, 3.3.58, A.3.3.58
Standard
Definition, 3.2.5
Standard Operating Procedure
Definition, 3.3.59
Structural Fire Fighting
Definition, 3.3.60
Suburban
Definition, 3.3.61
Supervisory Chief Officer
Definition, 3.3.62
Systems, Chap. 6
Communications Systems, 6.4
Incident Management System, 6.2, A.6.2
Pre-Incident Planning, 6.5, A.6.5
Safety and Health System, 6.1
Training Systems, 6.3

-T-

Team
Definition, 3.3.63
Time
Alarm Answering Time
Definition, 3.3.64.1
Alarm Handling Time
Definition, 3.3.64.2
Alarm Processing Time
Definition, 3.3.64.3
Alarm Transfer Time
Definition, 3.3.64.4
Definition, 3.3.64
Initiating Action/Intervention Time
Definition, 3.3.64.5, A.3.3.64.5
Total Response Time
Definition, 3.3.64.6, A.3.3.64.6
Travel Time
Definition, 3.3.64.7
Turnout Time
Definition, 3.3.64.8
Total Response Time
Definition, 3.3.65
Travel Time
Definition, 3.3.66
Turnout Time
Definition, 3.3.67

-U-

Urban
Definition, 3.3.68

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-W-

Wildland
Definition, 3.3.69

Wildland Urban Interface (WUI)
Definition, 3.3.70

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Sequence of Events for the Standards Development Process

Once the current edition is published, a Standard is opened for Public Input.

Step 1 – Input Stage

- Input accepted from the public or other committees for consideration to develop the First Draft
- Technical Committee holds First Draft Meeting to revise Standard (23 weeks); Technical Committee(s) with Correlating Committee (10 weeks)
- Technical Committee ballots on First Draft (12 weeks); Technical Committee(s) with Correlating Committee (11 weeks)
- Correlating Committee First Draft Meeting (9 weeks)
- Correlating Committee ballots on First Draft (5 weeks)
- First Draft Report posted on the document information page

Step 2 – Comment Stage

- Public Comments accepted on First Draft (10 weeks) following posting of First Draft Report
- If Standard does not receive Public Comments and the Technical Committee chooses not to hold a Second Draft meeting, the Standard becomes a Consent Standard and is sent directly to the Standards Council for issuance (see Step 4) or
- Technical Committee holds Second Draft Meeting (21 weeks); Technical Committee(s) with Correlating Committee (7 weeks)
- Technical Committee ballots on Second Draft (11 weeks); Technical Committee(s) with Correlating Committee (10 weeks)
- Correlating Committee Second Draft Meeting (9 weeks)
- Correlating Committee ballots on Second Draft (8 weeks)
- Second Draft Report posted on the document information page

Step 3 – NFPA Technical Meeting

- Notice of Intent to Make a Motion (NITMAM) accepted (5 weeks) following the posting of Second Draft Report
- NITMAMs are reviewed and valid motions are certified by the Motions Committee for presentation at the NFPA Technical Meeting
- NFPA membership meets each June at the NFPA Technical Meeting to act on Standards with "Certified Amending Motions" (certified NITMAMs)
- Committee(s) vote on any successful amendments to the Technical Committee Reports made by the NFPA membership at the NFPA Technical Meeting

Step 4 – Council Appeals and Issuance of Standard

- Notification of intent to file an appeal to the Standards Council on Technical Meeting action must be filed within 20 days of the NFPA Technical Meeting
- Standards Council decides, based on all evidence, whether to issue the standard or to take other action

Notes:

1. Time periods are approximate; refer to published schedules for actual dates.
2. Annual revision cycle documents with certified amending motions take approximately 101 weeks to complete.
3. Fall revision cycle documents receiving certified amending motions take approximately 141 weeks to complete.

Committee Membership Classifications[1,2,3,4]

The following classifications apply to Committee members and represent their principal interest in the activity of the Committee.

1. M *Manufacturer:* A representative of a maker or marketer of a product, assembly, or system, or portion thereof, that is affected by the standard.
2. U *User:* A representative of an entity that is subject to the provisions of the standard or that voluntarily uses the standard.
3. IM *Installer/Maintainer:* A representative of an entity that is in the business of installing or maintaining a product, assembly, or system affected by the standard.
4. L *Labor:* A labor representative or employee concerned with safety in the workplace.
5. RT *Applied Research/Testing Laboratory:* A representative of an independent testing laboratory or independent applied research organization that promulgates and/or enforces standards.
6. E *Enforcing Authority:* A representative of an agency or an organization that promulgates and/or enforces standards.
7. I *Insurance:* A representative of an insurance company, broker, agent, bureau, or inspection agency.
8. C *Consumer:* A person who is or represents the ultimate purchaser of a product, system, or service affected by the standard, but who is not included in (2).
9. SE *Special Expert:* A person not representing (1) through (8) and who has special expertise in the scope of the standard or portion thereof.

NOTE 1: "Standard" connotes code, standard, recommended practice, or guide.

NOTE 2: A representative includes an employee.

NOTE 3: While these classifications will be used by the Standards Council to achieve a balance for Technical Committees, the Standards Council may determine that new classifications of member or unique interests need representation in order to foster the best possible Committee deliberations on any project. In this connection, the Standards Council may make such appointments as it deems appropriate in the public interest, such as the classification of "Utilities" in the National Electrical Code Committee.

NOTE 4: Representatives of subsidiaries of any group are generally considered to have the same classification as the parent organization.

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- Choose the link "The next edition of this standard is now open for Public Input." You will be asked to sign in or create a free online account with NFPA before using this system.
- Follow the online instructions to submit your Public Input (see www.nfpa.org/publicinput for detailed instructions).
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Submit a Public Comment

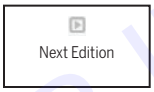
Once the First Draft Report becomes available there is a Public Comment period. Any objections or further related changes to the content of the First Draft must be submitted at the Comment Stage. To submit a Public Comment follow the same steps as previously explained for the submission of Public Input.

Other Resources Available on the Document Information Pages

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Research current and previous edition information.



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Information on the NFPA Standards Development Process

I. Applicable Regulations. The primary rules governing the processing of NFPA standards (codes, standards, recommended practices, and guides) are the NFPA *Regulations Governing the Development of NFPA Standards (Regs)*. Other applicable rules include NFPA *Bylaws*, NFPA *Technical Meeting Convention Rules*, NFPA *Guide for the Conduct of Participants in the NFPA Standards Development Process*, and the NFPA *Regulations Governing Petitions to the Board of Directors from Decisions of the Standards Council*. Most of these rules and regulations are contained in the *NFPA Standards Directory*. For copies of the *Directory*, contact Codes and Standards Administration at NFPA headquarters; all these documents are also available on the NFPA website at "www.nfpa.org/regs."

The following is general information on the NFPA process. All participants, however, should refer to the actual rules and regulations for a full understanding of this process and for the criteria that govern participation.

II. Technical Committee Report. The Technical Committee Report is defined as "the Report of the responsible Committee(s), in accordance with the Regulations, in preparation of a new or revised NFPA Standard." The Technical Committee Report is in two parts and consists of the First Draft Report and the Second Draft Report. (See *Regs* at Section 1.4.)

III. Step 1: First Draft Report. The First Draft Report is defined as "Part one of the Technical Committee Report, which documents the Input Stage." The First Draft Report consists of the First Draft, Public Input, Committee Input, Committee and Correlating Committee Statements, Correlating Notes, and Ballot Statements. (See *Regs* at 4.2.5.2 and Section 4.3.) Any objection to an action in the First Draft Report must be raised through the filing of an appropriate Comment for consideration in the Second Draft Report or the objection will be considered resolved. [See *Regs* at 4.3.1(b).]

IV. Step 2: Second Draft Report. The Second Draft Report is defined as "Part two of the Technical Committee Report, which documents the Comment Stage." The Second Draft Report consists of the Second Draft, Public Comments with corresponding Committee Actions and Committee Statements, Correlating Notes and their respective Committee Statements, Committee Comments, Correlating Revisions, and Ballot Statements. (See *Regs* at 4.2.5.2 and Section 4.4.) The First Draft Report and the Second Draft Report together constitute the Technical Committee Report. Any outstanding objection following the Second Draft Report must be raised through an appropriate Amending Motion at the NFPA Technical Meeting or the objection will be considered resolved. [See *Regs* at 4.4.1(b).]

V. Step 3a: Action at NFPA Technical Meeting. Following the publication of the Second Draft Report, there is a period during which those wishing to make proper Amending Motions on the Technical Committee Reports must signal their intention by submitting a Notice of Intent to Make a Motion (NITMAM). (See *Regs* at 4.5.2.) Standards that receive notice of proper Amending Motions (Certified Amending Motions) will be presented for action at the annual June NFPA Technical Meeting. At the meeting, the NFPA membership can consider and act on these Certified Amending Motions as well as Follow-up Amending Motions, that is, motions that become necessary as a result of a previous successful Amending Motion. (See 4.5.3.2 through 4.5.3.6 and Table 1, Columns 1-3 of *Regs* for a summary of the available Amending Motions and who may make them.) Any outstanding objection following action at an NFPA Technical Meeting (and any further Technical Committee consideration following successful Amending Motions, see *Regs* at 4.5.3.7 through 4.6.5) must be raised through an appeal to the Standards Council or it will be considered to be resolved.

VI. Step 3b: Documents Forwarded Directly to the Council. Where no NITMAM is received and certified in accordance with the *Technical Meeting Convention Rules*, the standard is forwarded directly to the Standards Council for action on issuance. Objections are deemed to be resolved for these documents. (See *Regs* at 4.5.2.5.)

VII. Step 4a: Council Appeals. Anyone can appeal to the Standards Council concerning procedural or substantive matters related to the development, content, or issuance of any document of the NFPA or on matters within the purview of the authority of the Council, as established by the *Bylaws* and as determined by the Board of Directors. Such appeals must be in written form and filed with the Secretary of the Standards Council (see *Regs* at Section 1.6). Time constraints for filing an appeal must be in accordance with 1.6.2 of the *Regs*. Objections are deemed to be resolved if not pursued at this level.

VIII. Step 4b: Document Issuance. The Standards Council is the issuer of all documents (see Article 8 of *Bylaws*). The Council acts on the issuance of a document presented for action at an NFPA Technical Meeting within 75 days from the date of the recommendation from the NFPA Technical Meeting, unless this period is extended by the Council (see *Regs* at 4.7.2). For documents forwarded directly to the Standards Council, the Council acts on the issuance of the document at its next scheduled meeting, or at such other meeting as the Council may determine (see *Regs* at 4.5.2.5 and 4.7.4).

IX. Petitions to the Board of Directors. The Standards Council has been delegated the responsibility for the administration of the codes and standards development process and the issuance of documents. However, where extraordinary circumstances requiring the intervention of the Board of Directors exist, the Board of Directors may take any action necessary to fulfill its obligations to preserve the integrity of the codes and standards development process and to protect the interests of the NFPA. The rules for petitioning the Board of Directors can be found in the *Regulations Governing Petitions to the Board of Directors from Decisions of the Standards Council* and in Section 1.7 of the *Regs*.

X. For More Information. The program for the NFPA Technical Meeting (as well as the NFPA website as information becomes available) should be consulted for the date on which each report scheduled for consideration at the meeting will be presented. To view the First Draft Report and Second Draft Report as well as information on NFPA rules and for up-to-date information on schedules and deadlines for processing NFPA documents, check the NFPA website (www.nfpa.org/docinfo) or contact NFPA Codes & Standards Administration at (617) 984-7246.

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NIST

Report on Residential Fireground Field Experiments



NIST Technical Note 1661

Jason D. Averill
Lori Moore-Merrell
Adam Barowy
Robert Santos
Richard Peacock
Kathy A. Notarianni
Doug Wissoker

Edited by Bill Robinson

U.S. Department of Commerce
Gary Locke, Secretary

National Institute of Standards and Technology
Patrick D. Gallagher, Director

April 2010

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Table of Contents

Abstract 9

Executive Summary 10

Background 12

Problem 13

Review of Literature 14

Purpose and Scope of the Study 16

A Brief Overview of Fire Department Fireground Operations 17

The Relation of Time-to-Task Completion and Risk 18

Standards of Response Cover 18

Part 1: Planning for the Field Experiments 20

Part 2: Time-to-Task Experiments 24

Field Experiment Methods 21

Field Site 21

Overview of Field Experiments 22

Instrumentation 22

Safety Protocols 23

Crew Size 24

Department Participation 24

Crew Orientation 24

Tasks 25

Data Collection: Standardized Control Measures 27

Task Flow Charts and Crew Cue Cards 27

Radio communications 27

Task Timers 27

Video records 27

Crew Assignment 28

Response Time Assumptions 28

Part 3: Room and Contents Fires 29

Fuel Packages for the Room and Contents Fires 29

Experimental Matrix for Room and Contents Fires 30

Procedure for Minimizing the Effect of Variance in Fire Growth Rate 31

Analysis of Experimental Results 33

Time-to-task Analysis 33

Data Queries 33

Statistical Methods - Time to Task 33

Regression Analysis 33

Measurement Uncertainty 34

How to Interpret Time-to-Task Graphs 34

Time-to-Task Graphs 35

Part 4: Fire Modeling 43

Time to Untenable Conditions: Research Questions 45

Fire Modeling Methods 45

Fire Growth Rates 46

Fractional Effective Dose (FED) 47

Results from Modeling Methods 48

Interior Firefighting Conditions and Deployment Configuration 49

Physiological Effects on Firefighters: Comparison by Crew Size 50

Study Limitations 51

Conclusions 52

Future Research 53

Acknowledgments 55

References 56

Abstract

Service expectations placed on the fire service, including Emergency Medical Services (EMS), response to natural disasters, hazardous materials incidents, and acts of terrorism, have steadily increased. However, local decision-makers are challenged to balance these community service expectations with finite resources without a solid technical foundation for evaluating the impact of staffing and deployment decisions on the safety of the public and firefighters.

For the first time, this study investigates the effect of varying crew size, first apparatus arrival time, and response time on firefighter safety, overall task completion, and interior residential tenability using realistic residential fires. This study is also unique because of the array of stakeholders and the caliber of technical experts involved. Additionally, the structure used in the field experiments included customized instrumentation; all related industry standards were followed; and robust research methods were used. The results and conclusions will directly inform the NPFA 1710 Technical Committee, who is responsible for developing consensus industry deployment standards.

This report presents the results of more than 60 laboratory and residential fireground experiments designed to quantify the effects of various fire department deployment configurations on the most common type of fire — a low hazard residential structure fire. For the fireground experiments, a 2,000 sq ft (186 m^2), two-story residential structure was designed and built at the Montgomery County Public Safety Training Academy in Rockville, MD. Fire crews from Montgomery County, MD and Fairfax County, VA were deployed in response to live fires within this facility. In addition to systematically controlling for the arrival times of the first and subsequent fire apparatus, crew size was varied to consider two-, three-, four-, and five-person staffing. Each deployment performed a series of 22 tasks that were timed, while the thermal and toxic environment inside the structure was measured. Additional experiments with larger fuel loads as well as fire modeling produced additional insight. Report results quantify the effectiveness of crew size, first-due engine arrival time, and apparatus arrival stagger on the duration and time to completion of the key 22 fireground tasks and the effect on occupant and firefighter safety.

Executive Summary

Both the increasing demands on the fire service - such as the growing number of Emergency Medical Services (EMS) responses, challenges from natural disasters, hazardous materials incidents, and acts of terrorism — and previous research point to the need for scientifically based studies of the effect of different crew sizes and firefighter arrival times on the effectiveness of the fire service to protect lives and property. To meet this need, a research partnership of the Commission on Fire Accreditation International (CFAI), International Association of Fire Chiefs (IAFC), International Association of Firefighters (IAFF), National Institute of Standards and Technology (NIST), and Worcester Polytechnic Institute (WPI) was formed to conduct a multiphase study of the deployment of resources as it affects firefighter and occupant safety. Starting in FY 2005, funding was provided through the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) Grant Program Directorate for Assistance to Firefighters Grant Program — Fire Prevention and Safety Grants. In addition to the low-hazard residential fireground experiments described in this report, the multiple phases of the overall research effort include development of a conceptual model for community risk assessment and deployment of resources, implementation of a generalizable department incident survey, and delivery of a software tool to quantify the effects of deployment decisions on resultant firefighter and civilian injuries and on property losses.

The first phase of the project was an extensive survey of more than 400 career and combination (both career and volunteer) fire departments in the United States with the objective of optimizing a fire service leader's capability to deploy resources to prevent or mitigate adverse events that occur in risk- and hazard-filled environments. The results of this survey are not documented in this report, which is limited to the experimental phase of the project. The survey results will constitute significant input into the development of a future software tool to quantify the effects of community risks and associated deployment decisions on resultant firefighter and civilian injuries and property losses.

The following research questions guided the experimental design of the low-hazard residential fireground experiments documented in this report:

1. How do crew size and stagger affect overall start-to-completion response timing?

2. How do crew size and stagger affect the timings of task initiation, task duration, and task completion for each of the 22 critical fireground tasks?

3. How does crew size affect elapsed times to achieve three critical events that are known to change fire behavior or tenability within the structure:
   a. Entry into structure?
   b. Water on fire?
   c. Ventilation through windows (three upstairs and one back downstairs window and the burn room window).

4. How does the elapsed time to achieve the national standard of assembling 15 firefighters at the scene vary between crew sizes of four and five?

In order to address the primary research questions, the research was divided into four distinct, yet interconnected parts:

- Part 1 — Laboratory experiments to design appropriate fuel load
- Part 2 — Experiments to measure the time for various crew sizes and apparatus stagger (interval between arrival of various apparatus) to accomplish key tasks in rescuing occupants, extinguishing a fire, and protecting property
- Part 3 — Additional experiments with enhanced fuel load that prohibited firefighter entry into the burn prop – a building constructed for the fire experiments
- Part 4 — Fire modeling to correlate time-to-task completion by crew size and stagger to the increase in toxicity of the atmosphere in the burn prop for a range of fire growth rates.

The experiments were conducted in a burn prop designed to simulate a low-hazard[1] fire in a residential structure described as typical in NFPA 1710® *Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. NFPA 1710 is the consensus standard for career firefighter deployment, including requirements for fire department arrival time, staffing levels, and fireground responsibilities.

Limitations of the study include firefighters' advance knowledge of the burn prop, invariable number of apparatus, and lack of experiments in elevated outdoor temperatures or at night. Further, the applicability of the conclusions from this report to commercial structure fires, high-rise fires, outside fires, terrorism/natural disaster response, HAZMAT or other technical responses has not been assessed and should not be extrapolated from this report.

Primary Findings

Of the 22 fireground tasks measured during the experiments, results indicated that the following factors had the most significant impact on the success of fire fighting operations. All differential outcomes described below are statistically significant at the 95 % confidence level or better.

Overall Scene Time:

The four-person crews operating on a low-hazard structure fire completed all the tasks on the fireground (on average) seven minutes faster — nearly 30 % — than the two-person crews. The four-person crews completed the same number of fireground tasks (on average) 5.1 minutes faster — nearly 25 % — than the three-person crews. On the low-hazard residential structure fire, adding a fifth person to the crews did not decrease overall fireground task times. However, it should be noted that the

1 A low-hazard occupancy is defined in the NFPA Handbook as a one-, two-, or three-family dwelling and some small businesses. Medium hazards occupancies include apartments, offices, mercantile and industrial occupancies not normally requiring extensive rescue or firefighting forces. High-hazard occupancies include schools, hospitals, nursing homes, explosive plants, refineries, high-rise buildings, and other highlife hazard or large fire potential occupancies.

benefit of five-person crews has been documented in other evaluations to be significant for medium- and high-hazard structures, particularly in urban settings, and is recognized in industry standards.[2]

Time to Water on Fire:

There was a 10% difference in the "water on fire" time between the two- and three-person crews. There was an additional 6% difference in the "water on fire" time between the three- and four-person crews. (i.e., four-person crews put water on the fire 16% faster than two person crews). There was an additional 6% difference in the "water on fire" time between the four- and five-person crews (i.e. five-person crews put water on the fire 22% faster than two-person crews).

Ground Ladders and Ventilation:

The four-person crews operating on a low-hazard structure fire completed laddering and ventilation (for life safety and rescue) 30 % faster than the two-person crews and 25 % faster than the three-person crews.

Primary Search:

The three-person crews started and completed a primary search and rescue 25 % faster than the two-person crews. The four- and five-person crews started and completed a primary search 6 % faster than the three-person crews and 30 % faster than the two-person crew. A 10 % difference was equivalent to just over one minute.

Hose Stretch Time:

In comparing four-and five-person crews to two-and three-person crews collectively, the time difference to stretch a line was 76 seconds. In conducting more specific analysis comparing all crew sizes to the two-person crews the differences are more distinct. Two-person crews took 57 seconds longer than three-person crews to stretch a line. Two-person crews took 87 seconds longer than four-person crews to complete the same tasks. Finally, the most notable comparison was between two-person crews and five-person crews — more than 2 minutes (122 seconds) difference in task completion time.

Industry Standard Achieved:

As defined by NFPA 1710, the "industry standard achieved" time started from the first engine arrival at the hydrant and ended when 15 firefighters were assembled on scene.[3] An effective response force was assembled by the five-person crews three minutes faster than the four-person crews. Based on the study protocols, modeled after a typical fire department apparatus deployment strategy, the total number of firefighters on scene in the two- and three-person crew scenarios never equaled 15 and therefore the two- and three-person crews were unable to assemble enough personnel to meet this standard.

Occupant Rescue:

Three different "standard" fires were simulated using the Fire Dynamics Simulator (FDS) model. Characterized in the *Handbook of the Society of Fire Protection Engineers* as slow-, medium-, and fast-growth rate[4], the fires grew exponentially with time. The rescue scenario was based on a non-ambulatory occupant in an upstairs bedroom with the bedroom door open.

Independent of fire size, there was a significant difference between the toxicity, expressed as fractional effective dose (FED), for occupants at the time of rescue depending on arrival times for all crew sizes. Occupants rescued by early-arriving crews had less exposure to combustion products than occupants rescued by late-arriving crews. The fire modeling showed clearly that two-person crews cannot complete essential fireground tasks in time to rescue occupants without subjecting them to an increasingly toxic atmosphere. For a slow-growth rate fire with two-person crews, the FED was approaching the level at which sensitive populations, such as children and the elderly are threatened. For a medium-growth rate fire with two-person crews, the FED was far above that threshold and approached the level affecting the general population. For a fast-growth rate fire with two-person crews, the FED was well above the median level at which 50 % of the general population would be incapacitated. Larger crews responding to slow-growth rate fires can rescue most occupants prior to incapacitation along with early-arriving larger crews responding to medium-growth rate fires. The result for late-arriving (two minutes later than early-arriving) larger crews may result in a threat to sensitive populations for medium-growth rate fires. Statistical averages should not, however, mask the fact that there is no FED level so low that every occupant in every situation is safe.

Conclusion:

More than 60 full-scale fire experiments were conducted to determine the impact of crew size, first-due engine arrival time, and subsequent apparatus arrival times on firefighter safety and effectiveness at a low-hazard residential structure fire. This report quantifies the effects of changes to staffing and arrival times for residential firefighting operations. While resource deployment is addressed in the context of a single structure type and risk level, it is recognized that public policy decisions regarding the cost-benefit of specific deployment decisions are a function of many other factors including geography, local risks and hazards, available resources, as well as community expectations. This report does not specifically address these other factors.

The results of these field experiments contribute significant knowledge to the fire service industry. First, the results provide a quantitative basis for the effectiveness of four-person crews for low-hazard response in *NFPA 1710*. The results also provide valid measures of total effective response force assembly on scene for fireground operations, as well as the expected performance time-to-critical-task measures for low-hazard structure fires. Additionally, the results provide tenability measures associated with a range of modeled fires.

Future research should extend the findings of this report in order to quantify the effects of crew size and apparatus arrival times for moderate- and high-hazard events, such as fires in high-rise buildings, commercial properties, certain factories, or warehouse facilities, responses to large-scale non-fire incidents, or technical rescue operations.

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2 NFPA Standard 1710 - A.5.2.4.2.1 …Other occupancies and structures in the community that present greater hazards should be addressed by additional fire fighter functions and additional responding personnel on the initial full alarm assignment.

3 NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Section 5.2.1 – Fire Suppression Capability and Section 5.2.2 Staffing.

4 As defined in the handbook, a fast fire grows exponentially to 1.0 MW in 150 seconds. A medium fire grows exponentially to 1 MW in 300 seconds. A slow fire grows exponentially to 1 MW in 600 seconds. A 1 MW fire can be thought-of as a typical upholstered chair burning at its peak. A large sofa might be 2 to 3 MWs.

Background

The fire service in the United States has a deservedly proud tradition of service to community and country dating back hundreds of years. As technology advances and the scope of service grows (e.g., more EMS obligations and growing response to natural disasters, hazardous materials incidents, and acts of terrorism), the fire service remains committed to a core mission of protecting lives and property from the effects of fire.

Firefighting is a dangerous business with substantial financial implications. In 2007, U.S. municipal fire departments responded to an estimated 1,557,500 fires. These fires killed 3,430 civilians (non-firefighters) and contributed to 17,675 reported civilian fire injuries. Direct property damage was estimated at $14.6 billion dollars (Karter, 2008). In spite of the vigorous nationwide efforts to promote firefighter safety, the number of firefighter deaths has consistently remained tragically high. In both 2007 and 2008, the U.S. Fire Administration reported 118 firefighter fatalities (USFA 2008).

Although not all firefighter deaths occur on the fireground — accidents in vehicles and training fatalities add to the numbers — every statistical analysis of the fire problem in the United States identifies residential structure fires as a key component in firefighter and civilian deaths, as well as direct property loss. Consequently, community planners and decision-makers need tools for optimally aligning resources with the service commitments needed for adequate protection of citizens.

Problem

Despite the magnitude of the fire problem in the United States, there are no scientifically based tools available to community and fire service leaders to assess the effects of prevention, fixed sprinkler systems, fire fighting equipment, or deployment and staffing decisions. Presently, community and fire service leaders have a qualitative understanding of the effect of certain resource allocation decisions. For example, a decision to double the number of firehouses, apparatus, and firefighters would likely result in a decrease in community fire losses, while cutting the number of firehouses, apparatus, and firefighters would likely yield an increase in the community fire losses, both human and property. However, decision-makers lack a sound basis for quantifying the total impact of enhanced fire resources on the number of firefighter and civilian lives saved and injuries prevented.

Studies on adequate deployment of resources are needed to enable fire departments, cities, counties, and fire districts to design an acceptable level of resource deployment based upon community risks and service provision commitment. These studies will assist with strategic planning and municipal and state budget processes. Additionally, as resource studies refine data collection methods and measures, both subsequent research and improvements to resource deployment models will have a sound scientific basis.

Review of Literature

Research to date has documented a consistent relationship between resources deployed and firefighter and civilian safety. Studies documenting engine and ladder crew performance in diverse simulated environments as well as actual responses show a basic relationship between apparatus staffing levels and a range of important performance variables and outcome measurements such as mean on-scene time, time-to-task completion, incidence of injury among fire service personnel, and costs incurred as a result of on-scene injuries (Cushman 1981, McManis 1984, Morrison 1990, Ontario 1991, Phoenix 1991, Roberts 1993).

Reports by fire service officials and consulting associates reviewing fire suppression and emergency response by fire crews in U.S. cities were the first publications to describe the relationship between adequate staffing levels and response time, time to completion of various fireground tasks, overall effectiveness of fire suppression, and estimated value of property loss for a wide range of real and simulated environments. In 1980, the Columbus Fire Division's report on firefighter effectiveness showed that for a predetermined number of personnel initially deployed to the scene of a fire, the proportion of incidents in which property loss exceeded $5,000 and horizontal fire spread of more than 25 sq ft (2.3 $m^{2)}$ was significantly greater for crews whose numbers fell below the set thresholds of 15 total fireground personnel at residential fires and 23 at large-risk fires (Backoff 1980). The following year, repeated live experiments at a one-family residential site using modern apparatus and equipment demonstrated that larger units performed tasks and accomplished knockdown more quickly, ultimately resulting in a lower percentage of loss attributable to factors controlled by the fire department. The authors of this article highlighted that the fire company is the fire department's basic working unit and further emphasized the importance of establishing accurate and up-to-date performance measurements to help collect data and develop conclusive strategies to improve staffing and equipment utilization (Gerard 1981).

Subsequent reports from the United States Fire Administration (USFA) and several consulting firms continued to provide evidence for the effects of staffing on fire crews' ability to complete tasks involved in fire suppression efficiently and effectively. Citing a series of tests conducted in 1977 by the Dallas Fire Department that measured the time it took three-, four-, and five-person teams to advance a line and put water on a simulated fire at the rear of the third floor of an old school, officials from the USFA underscored that time-to-task completion and final level of physical exhaustion for crews markedly improved not after any one threshold, but with the addition of each new team member. This report went on to outline the manner in which simulated tests exemplify a clear-cut means to record and analyze the resources initially deployed and finally utilized at fire scenes (NFA 1981). A later publication detailing more Dallas Fire Department simulations — ninety-one runs each for a private residential fire, high-rise office fire, and apartment house fire — showed again that increased staffing levels greatly enhanced the coordination and effectiveness of crews' fire suppression efforts during a finite time span (McManis Associates 1984). Numerous studies of local departments have supported this conclusion using a diverse collection of data, including a report by the National Fire Academy (NFA) on fire department staffing in smaller communities, which showed that a company crew staffed with four firefighters could perform rescue of potential victims approximately 80 % faster than a crew staffed with three firefighters (Morrison 1990).

During the same time period that the impact of staffing levels on fire operations was gaining attention, investigators began to question whether staffing levels could also be associated with the risk of firefighter injuries and the cost incurred as a result of such injuries at the fire scene. Initial results from the Columbus Fire Division showed that "firefighter injuries occurred more often when the total number of personnel on the fireground was less than 15 at residential fires and 23 at large-risk fires" (Backoff 1980), and mounting evidence has indicated that staffing levels are a fundamental health and safety issue for firefighters in addition to being a key determinant of immediate response capacity. One early analysis by the Seattle Fire Department for that city's Executive Board reviewed the average severity of injuries suffered by three-, four-, and five-person engine companies, with the finding that "the rate of firefighter injuries expressed as total hours of disability per hours of fireground exposure were 54 % greater for engine companies staffed with 3 personnel when compared to those staffed with 4 firefighters, while companies staffed with 5 personnel had an injury rate that was only one-third that associated with four-person companies" (Cushman 1981). A joint report from the International Association of Fire Fighters (IAFF) and Johns Hopkins University concluded, after a comprehensive analysis of the minimum staffing levels and firefighter injury rates in U.S. cities with populations of 150,000 or more, that jurisdictions operating with crews of less than four firefighters had injury rates nearly twice the percentage of jurisdictions operating with crews of four-person crews or more (IAFF, JHU 1991).

More recent studies have continued to support the finding that staffing per piece of apparatus integrally affects the efficacy and safety of fire department personnel during emergency response and fire suppression. Two studies in particular demonstrate the consistency of these conclusions and the increasing level of detail and accuracy present in the most recent literature, by looking closely at the discrete tasks that could be safely and effectively performed by three- and four-person fire companies. After testing drills comprised of a series of common fireground tasks at several fire simulation sites, investigators from the Austin Fire Department assessed the physiological impact and injury rates among the variably staffed fire crews. In these simulations, an increase from a three- to four-person crew resulted in marked improvements in time-to-task completion or efficiency for the two-story residential fire drill, aerial ladder evolution, and high-rise fire drill, leading the researchers to conclude that loss of life and property increases when a sufficient number of personnel are not available to conduct the required tasks efficiently, independent of firefighter experience, preparation, or training. Reviews of injury reports by the Austin Fire Department furthermore revealed that the injury rate for three-person companies in the four years preceding the study was nearly one-and-a-half that of crews staffed with four or more personnel (Roberts 1993). In a sequence of similar tests, the Office of the Fire Marshal of Ontario, Canada likewise found that three-person

fire companies were unable to safely perform deployment of backup protection lines, interior suppression or rescue operations, ventilation operations that required access to the roof of the involved structure, use of large hand-held hose lines, or establish a water supply from a static source without additional assistance and within the time limits of the study. Following these data, Fire Marshal officials noted that three-person crews were also at increased risk for exhaustion due to insufficient relief at fire scenes and made recommendations for the minimum staffing levels per apparatus necessary for suppression and rescue related tasks (Office of the Fire Marshal of Ontario 1993).

The most comprehensive contemporary studies on the implications of fire crew staffing now include much more accurate performance measures for tasks at the fireground, in addition to the basic metric of response time. They include environmental measures of performance, such as total water supply, which expand the potential for assessing the cost-effectiveness of staffing not only in terms of fireground personnel injury rates but also comparative resource expenditure required for fire suppression. Several examples from the early 1990s show investigators and independent fire departments beginning to gather the kind of specific, comprehensive data on staffing and fireground tasks such as those suggested and outlined in concurrent local government publications that dealt with management of fire services (Coleman 1988). A report by the Phoenix Fire Department laid out clear protocols for responding to structure fires and response evaluation in terms of staffing, objectives, task breakdowns, and times in addition to outlining the responsibilities of responding fire department members and the order in which they should be accomplished for a full-scale simulation activity (Phoenix 1991). One attempt to devise a prediction model for the effectiveness of manual fire suppression similarly reached beyond response time benchmarks to describe fire operations and the step-by-step actions of firefighters at incident scenes by delineating the time-to-task breakdowns for size-up, water supply, equipment selection, entry, locating the fire, and advancing hose lines, while also comparing the predicted time-to-task values with the actual times and total resources (Menker 1994). Two separate studies of local fire department performance, one from Taoyuan County in Taiwan and another from the London Fire Brigade, have drawn ties between fire crews' staffing levels and total water demand as the consequence of both response time and fire severity. Field data from Taoyuan County for cases of fire in commercial, business, hospital, and educational properties showed that the type of land use as well as response time had a significant impact on the water volume necessary for fire suppression, with the notable quantitative finding that the water supply required on-scene doubled when the fire department response increased by ten minutes (Chang 2005).

Response time as a predictor of residential fire outcomes has received less study than the effect of crew size. A Rand Institute study demonstrated a relationship between the distance the responding companies traveled and the physical property damage. This study showed that the fire severity increased with response distance, and therefore the magnitude of loss increased proportionally (Rand 1978). Using records from 307 fires in nonresidential buildings over a three-year period, investigators in the United Kingdom correspondingly found response time to have a significant impact on final fire area, which in turn was proportional to total water demand (Sardqvist 2000).

Recent government and professional literature continues to demonstrate the need for more data that would quantify in depth and illustrate the required tasks, event sequences, and necessary response times for effective fire suppression in order to determine with accuracy the full effects of either a reduction or increase in fire company staffing (Karter 2008). A report prepared for National Institute of Standards and Technology (NIST) stressed the ongoing need to elucidate the relationship between staffing and personnel injury rates, stating that "a scientific study on the relationship between the number of firefighters per engine and the incidence of injuries would resolve a long-standing question concerning staffing and safety" (TriData 2005). While not addressing staffing levels as a central focus, an annual review of fire department calls and false alarms by the National Fire Protection Association (NFPA) exemplified the need to capture not only the number of personnel per apparatus for effective fire suppression but also to clarify the demands on individual fire departments with resolution at the station level (NFPA 2008).

In light of the existing literature, there remain unanswered questions about the relationships between fire service resource deployment levels and associated risks. For the first time this study investigates the effect of varying crew size, first apparatus arrival time, and response time on firefighter safety, overall task completion and interior residential tenability using realistic residential fires. This study is also unique because of the array of stakeholders and the caliber of technical advisors involved. Additionally, the structure used in the field experiments included customized instrumentation for the experiments; all related industry standards were followed; robust research methods were used; and the results and conclusions will directly inform the *NFPA 1710* Technical Committee, as well as public officials and fire chiefs. [5]

5 NFPA is a registered trademark of the National Fire Protection Association, Quincy, Massachusetts. NFPA 1710 defines minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by substantially all career fire departments. The requirements address functions and objectives of fire department emergency service delivery, response capabilities, and resources. The purpose of this standard is to specify the minimum criteria addressing the effectiveness and efficiency of the career public fire suppression operations, emergency medical service, and special operations delivery in protecting the citizens of the jurisdiction and the occupational safety and health of fire department employees. At the time of the experiments, the 2004 edition of NFPA 1710 was the current edition.

Purpose and Scope of the Study

This project systematically studies deployment of fire fighting resources and the subsequent effect on both firefighter safety and the ability to protect civilians and their property. It is intended to enable fire departments and city/county managers to make sound decisions regarding optimal resource allocation to meet service commitments using the results of scientifically based research. Specifically, the residential fireground experiments provide quantitative data on the effect of crew size, first-due engine arrival time, and subsequent apparatus stagger on time-to-task for critical steps in response and fire fighting.

The first phase of the multiphase project was an extensive survey of more than 400 career and combination fire departments in the United States with the objective of optimizing a fire service leader's capability to deploy resources to prevent or mitigate adverse events that occur in risk- and hazard-filled environments. The results of this survey are not documented in this report, which is limited to the experimental phase of the project, but they will constitute significant input into future applications of the data presented in this document.

This report describes the second phase of the project, divided into four parts:

- Part 1 — Laboratory experiments to design the appropriate fuel packages to be used in the burn facility specially constructed for the research project
- Part 2 — Field tests for critical time-to-task completion of key tasks in fire suppression
- Part 3 — Field tests with real furniture (room and contents experiments)
- Part 4 — Fire modeling to apply data gathered to slow-, medium-, and fast-growth rate fires

The scope of this study is limited to understanding the relative influence of deployment variables on low-hazard, residential structure fires, similar in magnitude to the hazards described in NFPA® 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.* The standard uses as a typical residential structure a 2,000 sq ft (186 m^2) two-story, single-family dwelling with no basement and no exposures (nearby buildings or hazards such as stacked flammable material).

The limitations of the study, such as firefighters' advance knowledge of the facility constructed for this experiment, invariable number of apparatus, and lack of experiments in extreme temperatures or at night, will be discussed in the Limitations section of this report. It should be noted that the applicability of the conclusions from this report to commercial structure fires, high-rise fires, outside fires, and response to hazardous material incidents, acts of terrorism, and natural disasters or other technical responses has not been assessed and should not be extrapolated from this report.

A Brief Overview of the Fireground Operations

Regardless of the size of a structure on fire, firefighting crews identify four priorities: life safety of occupants and firefighters, confinement of the fire, property conservation, and reduction of adverse environmental impact. Interdependent and coordinated activities of all fire fighting personnel are required to meet the priority objectives.

NFPA 1710 specifies that the number of on-duty fire suppression personnel must be sufficient to carry out the necessary fire fighting operations given the expected fire fighting conditions. During each fireground experiment, the following were dispatched to the test fire building:

- three engine companies
- one truck company
- a command vehicle with a battalion chief and a command aide

Staffing numbers for the engine and truck crews and response times were varied for the purposes of the tests. Additional personnel available to ensure safety will be described later in this report.

The following narrative account describes the general sequence of activities in part 2 of the experiments (time-to-task), when the fuel load permitted firefighter entry:

> The first arriving engine company conducts a size-up or initial life safety assessment of the building to include signs of occupants in the home, construction features, and location of the original fire and any extension to other parts of the structure. This crew lays a supply line from a hydrant close to the building for a continuous water supply.
>
> The truck company usually arrives in close proximity to the first engine company. The truck company is responsible for gaining access or forcing entry into the building so that the engine company can advance the first hose line into the building to locate and extinguish the fire. Usually, they assist the engine company in finding the fire. The NFPA and OSHA 2 In/2 Out[6] crew is also assembled prior to anyone entering an atmosphere that is immediately dangerous to life or health (IDLH). This important safety requirement will have a large impact on availability of firefighters to enter the building when small crews are deployed.
>
> Once a door is opened, the engine crew advances a hose line (attack line) toward the location of the fire. At the same time, members from the truck crew accompany the engine crew and assist in ventilating the building to provide a more tenable atmosphere for occupants and firefighters. Ventilation also helps by improving visibility in an otherwise "pitch black" environment, but it must be coordinated with the attack line crew to ensure it helps control the fire and does not contribute to fire growth. The truck crew performs a systematic rapid search of the entire structure starting in the area where occupants would be in the most danger. The most dangerous area is proximate to the fire and the areas directly above the fire.
>
> Depending upon the travel distance, the battalion chief and command aide will have arrived on the scene and have taken command of the incident and established a command post. The role of the incident commander is to develop the action plan to mitigate the incident and see that those actions are carried out in a safe, efficient, and effective manner. The command aide is responsible for situational assessment and communications, including communications with crew officers to ensure personnel accountability.
>
> Depending on response time or station location, the second (engine 2) and possibly the third engine company (engine 3) arrive. The second arriving engine (engine 2) connects to the fire hydrant where the first engine (engine 1) laid their supply line. Engine 2 pumps water from the hydrant through the supply line to the first engine for fire fighting operations. According to *NFPA 1710*, water should be flowing from the supply line to the attack engine prior to the attack crew's entry into the structure.
>
> The crew from the second engine advances a second hand line as a backup line to protect firefighters operating on the inside and to prevent fire from spreading to other parts of the structure.
>
> The third engine crew is responsible for establishing a Rapid Intervention Team (RIT), a rescue team staged at or near the command post or as designated by the Incident Commander (in the front of the building) with all necessary equipment needed to locate and/or rescue firefighters that become trapped or incapacitated. The RIT plans entry/exit portals and removes hazards, if found, to assist interior crews.
>
> As the fire fighting, search and rescue, and ventilation operations are continuing, two members of the truck company are tasked with placing ground ladders to windows and the roof to provide a means of egress for occupants or firefighters. The truck crew is responsible for controlling interior utilities such as gas and electric after their ventilation, search, and rescue duties are completed.
>
> Once the fire is located and extinguished and occupants are

6 The "2 In/2 Out" policy is part of paragraph (g)(4) of OSHAs revised respiratory protection standard, 29 CFR 1910.134. This paragraph applies to private sector workers engaged in interior structural fire fighting and to Federal employees covered under Section 19 of the Occupational Safety and Health Act. States that have chosen to operate OSHA-approved occupational safety and health state plans are required to extend their jurisdiction to include employees of their state and local governments. These states are required to adopt a standard at least as effective as the Federal standard within six months.

OSHAs interpretation on requirements for the number of workers required to be present when conducting operations in atmospheres that are immediately dangerous to life and health (IDLH) covers the number of persons who must be on the scene before fire fighting personnel may initiate an attack on a structural fire. An interior structural fire (an advanced fire that has spread inside of the building where high temperatures, "heat" and dense smoke are normally occurring) would present an IDLH atmosphere and therefore, require the use of respirators. In those cases, at least two standby persons, in addition to the minimum of two persons inside needed to fight the fire, must be present before fire fighters may enter the building.
Letter to Thomas N. Cooper, Purdue University, from Paula O. White, Director of Federal-State Operations, U.S. Department of Labor, Occupational Safety & Health Administration, November 1, 1995.

removed, the incident commander reassesses the situation and provides direction to conduct a very thorough secondary search of the building to verify that the fire has not extended into void spaces and that it is fully extinguished. (In a nonexperimental fire situation, salvageable property would be covered or removed to minimize damage.)

Throughout the entire incident, each crew officer is responsible for the safety and accountability of his or her personnel along with air management. The location and wellness of crews is tracked by the command aide through a system of personal accountability checks conducted at 20-minute intervals.

Following extinguishment of the fire, an onsite review is conducted to identify actions for improvement. Crews are monitored, hydrated and rested before returning to work in the fire building.

The Relation of Time-to-Task Completion and Risk

Delayed response, particularly in conjunction with the deployment of inadequate resources, reduces the likelihood of controlling the fire in time to prevent major damage and possible loss of life and increases the danger to firefighters.

Figure 1 illustrates a hypothetical sequence of events for response to a structure fire. During fire growth, the temperature of a typical compartment fire can rise to over 1,000° F (538° C). When a fire in part of a compartment reaches flashover, the rapid transition between the growth and the fully developed fire stage, flame breaks out almost at once over the surface of all objects in the compartment, with results for occupants, even firefighters in full gear, that are frequently deadly.

Successful containment and control of a fire require the coordination of many separate tasks. Fire suppression must be coordinated with rescue operations, forcible entry, and utilities control. Ventilation typically occurs only after an attack line is in place and crews are ready to move in and attack the fire. The incident commander needs up-to- the-minute knowledge of crew activities and the status of task assignments which could result in a decision to change from an offensive to a defensive strategy.

Standards of Response Cover

Developing a standard of response cover — the policies and procedures that determine the distribution, concentration, and reliability of fixed and mobile resources for response to fire (as well as other kinds of technical response) — related to service commitments to the community is a complex task. Fire and rescue departments must evaluate existing (or proposed) resources against identified risk levels in the community and against the tasks necessary to conduct safe, efficient and effective fire suppression at structures identified in these various risk levels. Leaders must also evaluate geographic distribution and depth or concentration of resources deployed based on time parameters.

Recognition and reporting of a fire sets off a chain of events before firefighters arrive at the scene: call receipt and processing, dispatch of resources, donning protective gear, and travel to the scene. *NFPA 1710* defines the overall time from dispatch to scene arrival as the *total response time*. The standard divides total

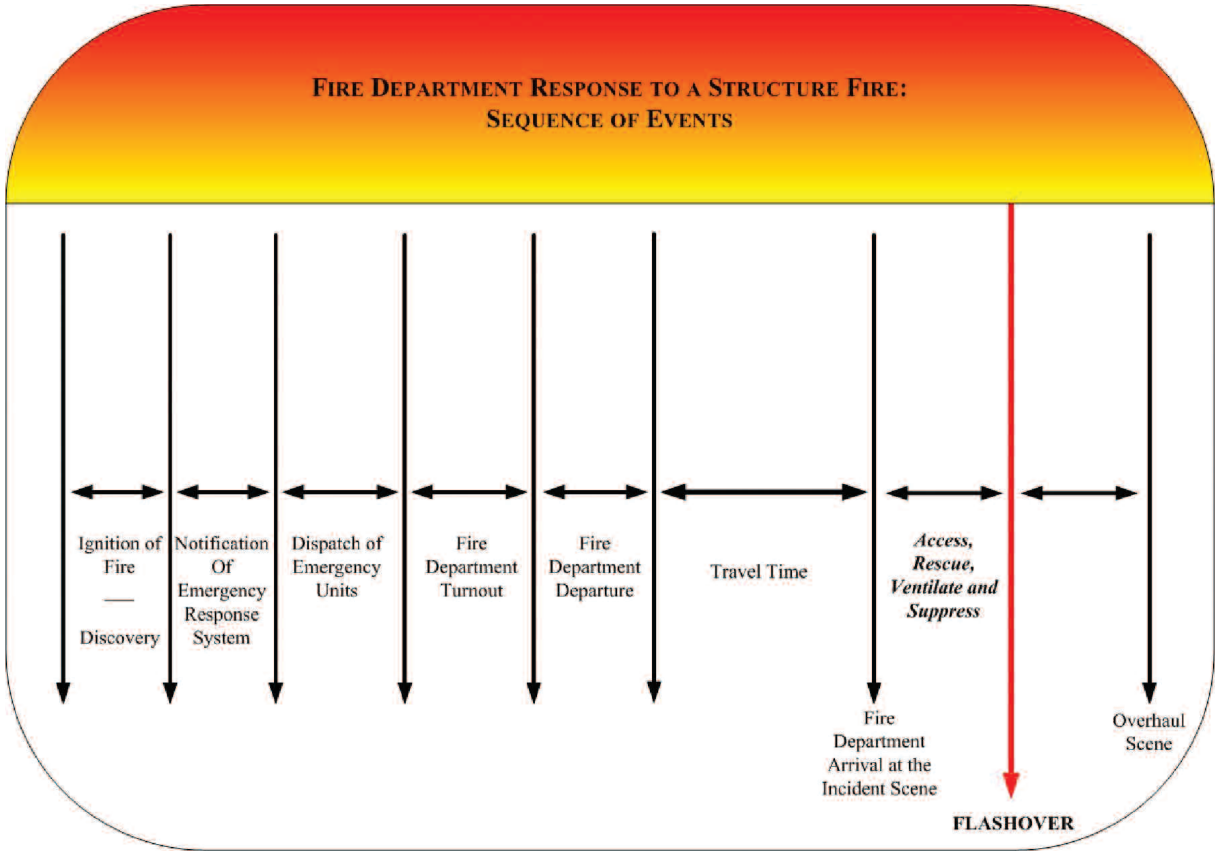


Figure 1: Hypothetical Timeline of Fire Department Response to Structure Fire

response time into a number of discrete segments, of which travel time — the time interval from the beginning of travel to the scene to the arrival at the scene — is particularly important for this study.

Arrival of a firefighting response force must be immediately followed by organization of the resources into a logical, properly phased sequence of tasks, some of which need to be performed simultaneously. Knowing the time it takes to accomplish each task with the allotted number of personnel and equipment is critical. Ideally crews should arrive and intervene in sufficient time to prevent flashover or spread beyond the room of origin.

Decision-making about staffing levels and geographic distribution of resources must consider those times when there will be simultaneous events requiring resource deployment. There should be sufficient redundancy or overlap in the system to allow for simultaneous calls and high volume of near simultaneous responses without compromising the safety of the public or firefighters.

Policy makers have long lacked studies that quantify changes in fireground performance based on apparatus staffing levels and on-scene arrival time intervals. These experiments were designed to observe the impact of apparatus staffing levels and apparatus arrival times on the time it takes to execute essential fireground tasks and on the tenability inside the burn prop for a full initial alarm assignment response. It is expected that the results of this study will be used to evaluate the related performance objectives in *NFPA 1710*.

Part 1: Planning for the Field Experiments

Laboratory Experiments

The purpose of the first segment, the laboratory experiments, was to characterize the burning behavior of the wood pallets as a function of:

- number of pallets and the subsequent peak heat release rate (HRR)
- compartment effects on burning of wood pallets
- effect of window ventilation on the fire
- effect on fire growth rate of the loading configuration of excelsior (slender wood shavings typically used as packing material)

Characterization of the fuel package was critical in order to ensure that the field experiments would not result in a flashover condition, one of the primary safety considerations in complying with the protocols in *NFPA 1403: Standard on Live fire Training Evolutions*.[7] Appendix A of this report contains the methods and full results for the laboratory experiments, which are summarized below. Figure 2 shows a test burn of pallets in the laboratory.



Figure 2: Test Burn of Pallets in Laboratory

Results of Laboratory Experiments

The objective of the laboratory experiments was to quantify the spread of heat and smoke throughout the planned burn prop in order to ensure that the fuel package would result in a fire large enough to generate heat and smoke consistent with a residential structure fire, yet not so large as to transition to flashover. The full results of the laboratory experiments and modeling are shown in Appendix A and Appendix B. To summarize briefly, a four-pallet configuration, which produced a peak of approximately 2 MW, was determined to be the largest fuel load the room could support without the threat of transitioning to flashover. The compartment produced a negligible effect on the heat release rate of the fire compared to open burning conditions. The presence of an open window in the burn room reduced the production of carbon monoxide and carbon dioxide gases, primarily through enhanced oxygen availability and dilution, respectively. The location and quantity of excelsior had a significant impact on the growth rate of fire. More excelsior located nearer the bottom of the pallets resulted in a more rapid achievement of peak burning.

The results of the fuel load experiments to inform the building and experimental design indicated development of untenable conditions in the field experiments between 5 min and 15 min, depending upon several factors: fire growth rate, ventilation conditions, the total leakage of heat into the building and through leakage paths, and manual fire suppression. This time frame allowed for differentiation of the effectiveness of various fire

7 NFPA 1403 contains the minimum requirements for training all fire suppression peronnel engaged in firefighting operations under live fire conditions.

Part 2: Field Experiment Methods

department response characteristics.

In part 2, fire experiments were conducted in a residential-scale burn prop at the Montgomery County Public Safety Training Academy in Rockville, MD.

Field Site

Montgomery County (MD) Fire and Rescue Department provided an open space to construct a temporary burn prop, with ready access to water and electrical utilities, at the Montgomery County Fire and Rescue Training Facility in Rockville, MD.

The burn prop was constructed as a two-story duplex with a common stairwell and movable walls between the sections to allow for multiple experiments daily. Symmetrically dividing the structure about the short axis allowed one side of the test structure to cool and dry out after a fire test with suppression. The burn prop contained two mirror-image, two-story units each totaling 2,000 ft^2 (186 m^2), without basement or nearby exposures — each therefore a typical model of a low-hazard single-family residence identified in *NFPA 1710*. An exterior view of the burn prop is shown in Figure 3. For each experiment there was a confirmed fire in the living room in the first floor rear of one unit of the structure.



Figure 3: Exterior View of Burn Prop

Details and dimension are shown in the floor plan in Figure 4.

The black lines in Figure 4 indicate load-bearing reinforced concrete walls and red lines indicate the gypsum over steel stud partition walls. The ceiling height was 94 in (2.4 m) throughout the entire structure except in the burn compartments, where additional hardening was installed to protect against repeated exposure to fire during the experiments. This additional fire proofing slightly reduced the ceiling height. Complete details about the building construction are included in Appendix C.

Noncombustible furniture (angle iron and gypsum board construction) was fashioned to represent obstacles of realistic size and location for firefighters navigating the interior of the structure. The dimensions were typical of residential furnishings. Figure 5 shows an example of the noncombustible furniture used in the time-to-task experiments.

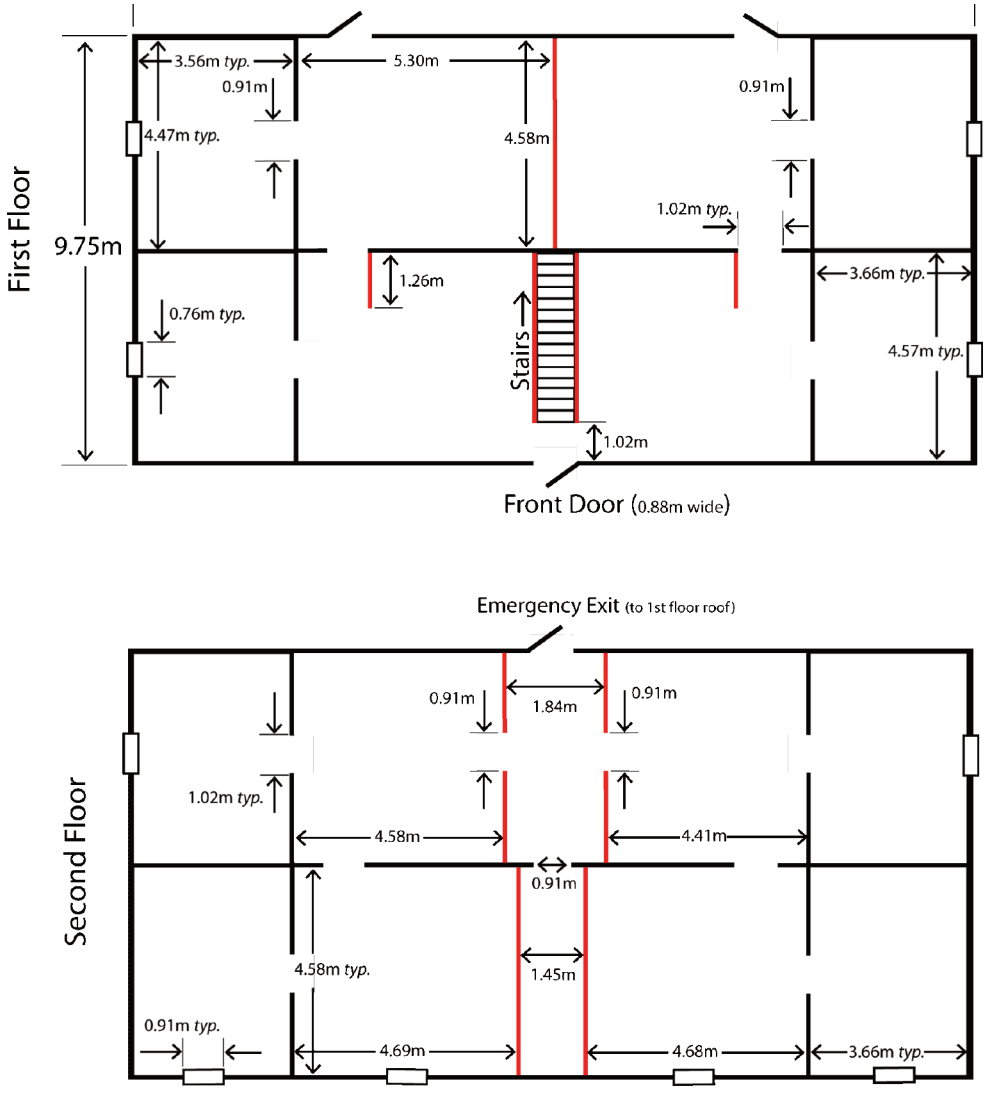


Figure 4: Dimensions of the Burn Prop Floor Plan

Overview of Field Experiments

In order to evaluate the performance representative of a *NFPA 1710*-compliant fire department, the field experiments consisted of two parts (the second and third parts of the four described in this report). In the first of the two parts of the field experiments, firefighter participants from Montgomery County (MD) and Fairfax County (VA) Fire Departments simulated an initial alarm assignment response to a structure described in *NFPA 1710* as a low-hazard residential structure to which firefighters respond on a regular basis. The staffing level of fire apparatus was varied incrementally from two to five personnel per piece. The interval between apparatus on-scene arrival times was varied at either 60 s or 120 s. Trained timing staff were used to record the start and completion times of 22 tasks deemed essential for mitigation of a residential fire incident by the study's technical experts. The pallet and excelsior configuration chosen from the laboratory experiments repeatably produced a consistent and realistic quantity of heat and smoke, similar to what firefighters encounter at a residential structure fire.

Although the fire source used in part 2 of the field experiments created a realistic amount of heat and smoke, the requirements of *NFPA 1403* prevented use of a fire source which could potentially reach flashover within the structure. Therefore, part 3 of the fire experiments was conducted in order to change the fuel package to be representative of realistic fuel loading that could be found in a living room in a residential structure (sleeper-sofa, upholstered chairs, end tables, etc). The intent of this part of the study was to determine how the times of firefighter interactions, averaged with respect to the staffing and arrival intervals, impacted the interior tenability conditions. Fire fighting tactics were performed in a manner which complied with *NFPA 1403*; ventilation was performed with proper personal protective equipment (PPE) and hand tools from the exterior of the burn prop. Suppression was performed with an interior remote suppression device operated from the exterior of the burn prop.

Instrumentation

Instrumentation to measure gas temperature, gas concentrations, heat flux, visual obscuration, video, and time during the experiments was installed throughout the burn prop. The data were recorded at 1-second intervals on a computer-based data acquisition system. Figure 6 presents a schematic plan view of the instrumentation. All instruments were wired to a centralized data collection room attached as a separate space on the west side of the building, which is described later in this report ensuring physical separation for the data collection personnel from the effects of the fire, while minimizing the wire and tube lengths to the data logging equipment. See Appendix C for additional details about the instrumentation.



Figure 5: Noncombustible Furniture Used in the Time-to-Task Experiments

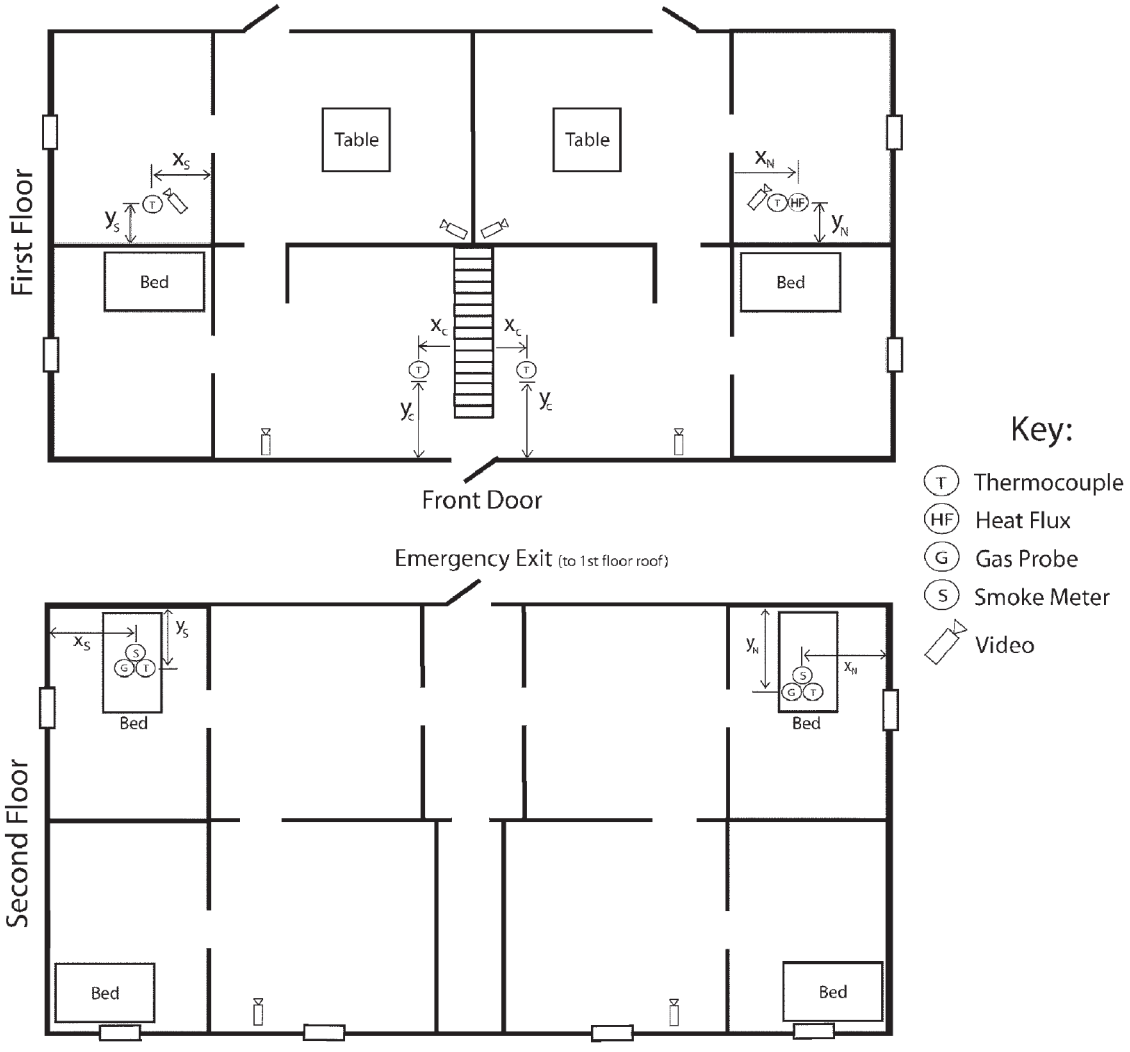


Figure 6: Instrumentation and Furniture Prop Layout



Figure 7: Fireground Safety Officer

Safety Protocols

Firefighter safety was always a primary concern in conducting the research. Participants were drawn from two departments — Fairfax County, VA and Montgomery County, MD — that regularly conduct NFPA 1403 compliant live fire training for their staff and recruits.

A safety officer was assigned to the experiments by the Montgomery County Fire and Rescue Department to assure compliance with *NFPA 1403*. The safety officer (Figure 7) participated in all orientation activities, daily briefings, and firefighter gear checks and was always actively involved in overseeing all experiments. The safety officer had full authority to terminate any operation if any safety violation was observed. In addition to the safety officer, a rapid intervention team (RIT), assigned from dedicated crews not in the actual experiment, was in place for each experiment, and a staffed ambulance was on standby at the site. Radio communication was always available during the experiments should a "mayday" emergency arise.

Experiments were stopped for any action considered to be a protocol breach or safety concern. For example, all ladders — 24 ft (7.3 m) or 28 ft (8.5 m) — were to be raised by two firefighters. As crew sizes were reduced, some firefighters attempted to place ladders single-handedly in an effort to complete the task more quickly. This procedure, while vividly illustrating how firefighters try to do more with less in the field, is unsafe and could potentially result in strain or impact injuries.

Additional safety features were built in to the field structure. A deluge sprinkler system oriented to the known location of the fuel package could be remotely activated for rapid fire suppression. All first floor rooms had direct access to the exterior of the building through either doors or windows. The second story had an emergency exit to the roof of the attached instrumentation room.

A closely related concern to ensure firefighter safety and readiness to repeat experiments with equivalent performance was adequate rehabilitation (see Figure 8). At the beginning and end of each day, crews completed a health and safety check. The importance of staying well-hydrated before and during experiments was especially emphasized.



Figure 8: Crew Rehabilitation

Time-to-Task Experiments

On-Scene Fire Department Tasks

The on-scene fire department task part of the study focused on the tasks firefighters perform after they arrive on the scene of a low-hazard residential structure fire. A number of nationally recognized fire service experts were consulted during the development of the on-scene fire department tasks in order to ensure a broad applicability and appropriateness of the task distribution.[8] The experiments compared crew performance and workload for a typical fire fighting scenario using two-, three-, four-, and five-person crews. 24 total experiments were conducted to assess the time it took various crew sizes to complete the same tasks on technically similar fires in the same structure. In addition to crew sizes, the experiments assessed the effects of stagger between the arriving companies. Close stagger was defined as a 1-minute time difference in the arrival of each responding company. Far stagger was defined as a 2-minute time difference in the arrival of each responding company. One-minute and two-minute arrival stagger times were determined from analysis of deployment data from more than 300 U.S. fire departments responding to a survey of fire department operations conducted by the International Association of Fire Chiefs (IAFC) and the International Association of Fire Fighters (IAFF). Considering both crew size and company stagger there were eight experiments conducted in triplicate totaling twenty-four tests, as shown in the full replicate block in Table 1. A full replicate was completed in a randomized order (determined by randomization software) before a test configuration was repeated.

Crew Size

For each experiment, three engines, a ladder-truck and a battalion chief and an aide were dispatched to the scene of the residential structure fire. The crew sizes studied included two-, three-, four-, and five-person crews assigned to each engine and truck dispatched. Resultant on-scene staffing totals for each experiment follow: (FF = firefighter)

- Two Person crews = 8 FFs + Chief and Aide = 10 total on-scene
- Three Person crews = 12 FFs + Chief and Aide= 14 total on-scene
- Four Person crews = 16 FFs + Chief and Aide = 18 total on-scene
- Five Person crews = 20 FFs + Chief and Aide = 22 total on-scene[9]

Department Participation

The experiments were conducted in Montgomery County, MD at the Montgomery County Fire Rescue Training Academy during the months of January and February 2009. All experiments took place in daylight between 0800 hours and 1500 hours. Experiments were postponed for heavy rain, ice, or snow and rescheduled for a later date following other scheduled experiments.

Montgomery County (MD) and Fairfax County (VA) firefighters participated in the field experiments. Each day both departments committed three engines, a ladder truck and associated crews, as well as a battalion chief to the experiments. The two battalion chiefs, alternated between the roles of battalion chief and aide. Firefighters and officers were identified by participating departments and oriented to the experiments. Each experiment included engine crews, truck crews and command officers from each participating department. Participants varied with regard to age and experience. Crews that normally operated together as a company were kept intact for the experiments to assure typical operation for the crew during the scenarios. However, in all experiments crews were used from both departments, including engine crews, truck crews, and officers.

This allocation of resources made it possible to conduct back-to-back experiments by rotating firefighters between field work and rehabilitation areas.

Crew Size	Apparatus Stagger
2 Person	Close Stagger (One minute)
3 Person	Close Stagger (One minute)
4 Person	Close Stagger (One minute)
5 Person	Close Stagger (One minute)
2 Person	Far Stagger (Two minutes)
3 Person	Far Stagger (Two minutes)
4 Person	Far Stagger (Two minutes)
5 Person	Far Stagger (Two minutes)

Table 1: Primary Variables for Time-to-Task Experiments

Crew Orientation

All study participants were required to attend an orientation prior to the beginning of the experiments (see Figure 9, page 25). The orientations were used to explain experiment procedures, task flows, division of labor between crews, and milestone events in the scenario.

Daily orientations were conducted for all shifts to assure every participant attended. Orientations included a description of the overall study objectives as well as the actual experiments in which they would be involved. Per the requirements of *NFPA 1403*, full disclosure regarding the structure, the fire, and the tasks to be completed were provided. Crews were also oriented to the fireground props, instrumentation used for data collection, and the specific scenarios to be conducted. Every crew member was provided a walkthrough of the structure during the orientation and each day prior to the start of the experiments.

8 Technical experts included Dennis Compton, Russell Sanders, William "Shorty" Bryson, Vincent Dunn, David Rohr, Richard Bowers, Michael Clemens, James Walsh, Larry Jenkins and Doug Hinkle. More information about the experts is presented in the Acknowledgments later in this report.

9 Note that the on-scene totals account for only the personnel assigned to "work" the fire. Additional personnel were provided for an RIT team, a staffed ambulance on site, and a safety officer specific to the experiments. The additional personnel are not included in thee staffing described above.

Tasks

Twenty-two fireground tasks were completed in each experiment. Meticulous procedures gathered data to measure key areas of focus, such as individual task start times, task completion times, and overall scenario performance times. Each task was assigned a standardized start and end marker, such as crossing the threshold to enter the building with a hose line or touching a ladder to raise it to a second story window. The 22 tasks, with the events for measuring start and stop times, are shown in Table 2 (page26). Figures 10 — 19 illustrate firefighter activity in a number of the tasks to complete experiments or prepare for the next experiment.

For reasons of both safety and cost efficiency, two tasks — forcible entry of the front door and ventilation of the windows on the first and second stories — required special procedures.

The study could not accommodate replacing the doors and windows daily for the fire suppression experiments. Before the start of experiments with the full sequence of tasks, these two tasks were measured in a realistic manner using training props constructed at the site of the fireground experiments. As with the overall experiments, these two tasks were repeated in triplicate and the times averaged. The average time to complete the tasks was then used in the larger scale experiment. As firefighters came to the point of breaching the door or windows, the timers would hold them for the time designated by the earlier experiments and then give them the approval to open the door or windows. The start and end times were then recorded just as other tasks were.

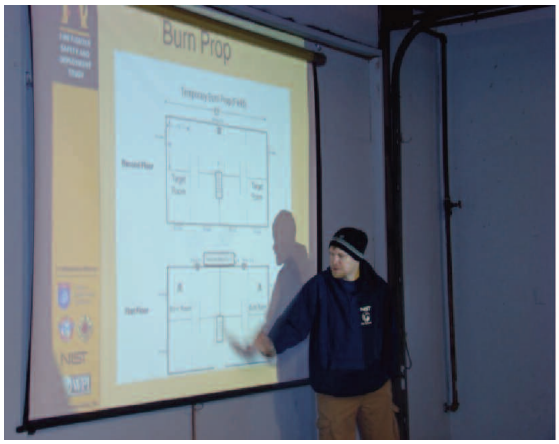




Figure 9: Crew Orientation and Walkthrough



Figure 10: Ground Ladders



Figure 11: Ventilation



Figure 12: Ground Level Window Breakage Prop



Figure 13: Second Story Window Breakage Prop



Figure 14: Door Forcible Entry Prop



Figure 15: Crew Preparation and Cue Cards

Table 2: Tasks and Measurement Parameters

Tasks	Measurement Parameters
1. Stop at Hydrant, Wrap Hose	START - Engine stopped at hydrant STOP - Firefighter back on engine and wheels rolling
2. Position Engine 1	START - Wheels rolling from hydrant STOP - Wheels stopped at structure
3. Conduct Size-up (360-degree lap), transmit report, establish command	START - Officer off engine STOP - Completes radio transmission of report
4. Engage Pump	START - Driver off engine STOP - Driver throttles up pump
5. Position Attack Line (Forward Lay)	START - Firefighter touches hose to pull it from engine STOP - Flake, charge and bleed complete (hose at front door prepared to advance)
6. Establish 2 In/2 Out	Company officer announces – "2 In/2 Out established" (4 persons assembled on scene OR at the call of the Battalion Chief/Company Officer)
7. Supply Attack Engine	START - Firefighter touches hydrant to attach line STOP - Water supply to attack engine
8. Establish RIT **9. Gain/Force Entry**	Time that Company Officer announces RIT is established START - Action started (HOLD time= 10 seconds)
10. Advance Attack Line	STOP - Door opened for entry START – Firefighter touches hose STOP – Water on fire
11. Advance Backup Line (stop time at front door)	START - Firefighter touches hose to pull from engine bed STOP - Backup line charged to nozzle
12. Advance Backup Line/Protect Stairwell	START - Firefighter crosses threshold STOP - Position line for attack at stairwell

Tasks	Measurement Parameters
13. Conduct Primary Search	START - Firefighters enter front door STOP - Firefighters transmit "search complete"
14. Ground Ladders in Place	START - Firefighter touches ladder to pull it from truck STOP - 4 Ladders thrown: 3 ladders on the 2nd-story windows and 1 to the roof
15. Horizontal Ventilation (Ground)	START- Firefighter at 1st window to begin ventilation (HOLD for 8 seconds) STOP - Hold time complete - window open
16. Horizontal Ventilation (2nd Story)	START - Firefighter grabs ladder for climb. (Firefighter must leg lock for ventilation. HOLD time at each window is 10 seconds) STOP - All 2nd-story windows open - descend ladder - feet on ground.
17. Control Utilities (Interior)	START - Radio transmission to control utilities STOP - When firefighter completes the task at the prop
18. Control Utilities (Exterior)	START - Radio transmission to control utilities STOP - When firefighter completes the task at the prop
19. Conduct Secondary Search	START - Firefighters enter front door STOP - Firefighters transmit "secondary search complete"
20. Check for Fire Extension (walls)	START- Firefighters pick up check-for-extension prop STOP- Completion of 4 sets total (1 set = 4 in and 4 out) This task may be done by more than one person.
21. Check for Fire Extension (ceilings)	START - Firefighters pick up check-for-extension prop STOP - Completion of 4 sets total (1 set = 3 up and 5 down) This task may be done by more than one person.
22. Mechanical Ventilation	START - Firefighters touch fans to remove from truck STOP - Fans in place at front door and started

Data Collection: Standardized Control Measures

Several control measures were used to collect data, including crew cue cards, radio communications, task timers, and video recording. Performance was timed for each task in each scenario including selected milestone tasks such as door breach, water-on-fire, and individual window ventilation. Data were collected for crew performance on each task, and individual firefighter performance was not considered.

Task Flow Charts and Crew Cue Cards

Task procedures were standardized for each experiment/scenario. Technical experts worked with study investigators to break down crew tasks into individual tasks based on crew size. Task flow charts were created and then customized for the various crew sizes. The carefully designed task flow ensured that the same overall workload was maintained in each experiment, but was redistributed based on the number of personnel available for the work. See Appendix D for additional details.

All tasks were included in each scenario and cue cards were developed for each individual participant in each scenario. For example, a four-person crew would have a cue card for each person on the crew including the officer, the driver, and the two firefighters. Cards were color coded by crew size to assure proper use in each scenario.



Figure 16: Connecting to the Hydrant



Figure 17: Crews Responding



Figure 18: Ceiling Breach/Molitor Machine



Figure 19: Incident Command



Figure 20: Task Timers



Figure 21: Video Recording for Quality Control

Radio communications

Interoperability of radio equipment used by both participating departments made it possible to use regular duty radios for communication during the experiments. Company officers were instructed to use radios as they would in an actual incident. Montgomery County Fire and Rescue Communications recorded all radio interaction as a means of data backup. Once all data quality control measure were complete, the records were then overwritten as a routine procedure.

Task Timers

Ten observers/timers, trained in the use of a standard stop watch with split-time feature, recorded time-to-task data for each field experiment. To assure understanding of the observed tasks, firefighters were used as timers, each assigned specific tasks to observe and to record the start and end times.

To enhance accuracy and consistency in recording times, the data recording sheets used several different colors for the tasks (see Appendix D). Each timer was assigned tasks that were coded in the same color as on the recording sheet. All timers wore high-visibility safety gear on the fireground (see Figure 20).

Video records

In addition to the timers, video documentation provided a backup for timed tasks and for quality control (see Figure 21). No less than six cameras were used to record fireground activity from varied vantage points. Observer/timer data were compared to video records as part of the quality control process.

Crew Assignment

Crews from each department that regularly operated together were assigned to work as either engine or truck companies in each scenario. Both Fairfax County and Montgomery County crews participated in each experiment.

Crews assigned to each responding company position in one scenario were assigned to another responding company position in subsequent scenarios, with the objective of minimizing learning from one experiment to another. For example, crews in the role of engine 1 in a morning scenario might be assigned to the engine 3 position in the afternoon, thus eliminating learning from exact repetition of a task as a factor in time to completion. Additionally, participating crews from both Montgomery County and Fairfax County were from three different shifts, further reducing opportunities for participant repetition in any one position.

Response Time Assumptions

Response time assumptions were made based on time objectives set forth in the *NFPA 1710*. Time stagger allocations were set by the project technical advisors in order to assess the impact of arriving unit time separation on task start and completion times, as well as the overall scene time.

Below are the values assigned to the various time segments in the overall response time. The total of the response time segments may also be referred to as the total reflex time.

1. Fire ignition = time zero
2. 60 s for recognition (detection of fire) and call to 9-1-1
3. 60 s for call processing/dispatch
4. 60 s for turnout[10]
5. Close Stagger = 240 s travel time FIRST engine with 60 s ladder-truck lag and 90 s lag for each subsequent engine
   a. Truck arrives at 300 s from notification
   b. Second engine at 330 s from notification
   c. Third engine at 420 seconds from notification
6. Far Stagger = 240 s travel time FIRST engine with 120 s ladder-truck lag and 150 s lag for each subsequent engine
   a. Truck arrives at 360 s from notification
   b. Second engine arrives at 390 s from notification
   c. Third engine arrives at 540 s from notification.

The design of this part of the experiments allowed firefighter entry into the burn building. The next part of the experiments required a modified methodology.

10 After the experiments were complete, the NFPA 1710 technical committee released a new edition of the standard that prescribes 80 seconds for turnout time.

Part 3: Room and Contents Fires

As previously discussed, *NFPA 1403* prohibits firefighters in a training exercise from entering a structure with sufficient fuel load to result in room flashover. But the value of the data from the time-to-task experiments lies not just in the duration and time-of-completion statistics for tasks, but also in measuring the tenability of the atmosphere for occupants urgently needing firefighter assistance. Therefore Part 3 of the experiments (room and contents fires) used a larger fuel load to focus on the seven of the 22 tasks that cause a change in the fire behavior through ventilation or active suppression:



The Tornado Remote Controlled Monitor is Produced by Task Force Tips, Valparaiso, Indiana, USA. Permission to publish courtesy of Task Force Tips



Figure 22: Remotely Controlled Fire Suppression Nozzle for Room and Contents Fires

1. Forced entry of the front door
2. Water on fire
3. Second floor window #1 ventilated (burn room window)
4. Second floor window #2 ventilated (front window, near corner)
5. Second floor window #3 ventilated (front window, near front door)
6. First floor window #1 ventilated (window beside the fire room)
7. First floor window #2 ventilated (self-ventilated at flashover)

Because the fuel load was sufficient for flashover, all firefighter activity was conducted outside the building. Tasks that in Part 3 required entry into the building, such as search or interior utility control, were factored into this part by delaying the next task for the average duration of the task from Part 2. Firefighters in full gear opened the door with a gloved hand or opened windows from the ground with a tool such as a pike pole or angle iron, again at the time specified by the averages from Part 2. Averages were derived from the three iterations of each scenario. The different number of iterations in Part 3 will be explained later in this report.

Because firefighters could not enter the building, a nozzle controlled from the instrumentation room was installed. The nozzle was placed in the room directly outside the burn room and oriented toward the burn room near the doorway in order to best emulate the nozzle location of live firefighter suppression (see Figure 22). The nozzle was encased with mineral wool and heavy-duty aluminum foil (bottom picture in Figure 22) to protect the electronics and wiring from the intense radiation energy emitted by the fire. Blocks were used to anchor the nozzle against the lateral forces exerted by the momentum of the water supply. The activation time for suppression was determined by the data from the time-to-task test results.

A 15° spray pattern was directed toward the seat of the fire and swept horizontally from side to side. While the remotely controlled hose line knocked down the majority of the fire, it was not as effective as a live firefighter with a better view into the room of origin. Therefore, after the fire was diminished, a supplemental stream was applied through the burn room window in order to control the fire (see Figure 23). All personnel on the hose line were in full turnout gear and self-contained breathing apparatus during the exterior application of water.

Fuel Packages for the Room and Contents Fires

In order to maximize the repeatability of the fire development, nominally identical rooms of furniture of identical manufacturer, style, and age were used for each test. A plan-view schematic of the furniture is shown in Figure 24 and pictures of the burn room prior to testing are shown in Figure 25. Key dimensions, mass, and materials for combustible furnishings are detailed in Appendix C.



Figure 23: Supplemental Suppression Applied for Room and Contents Tests

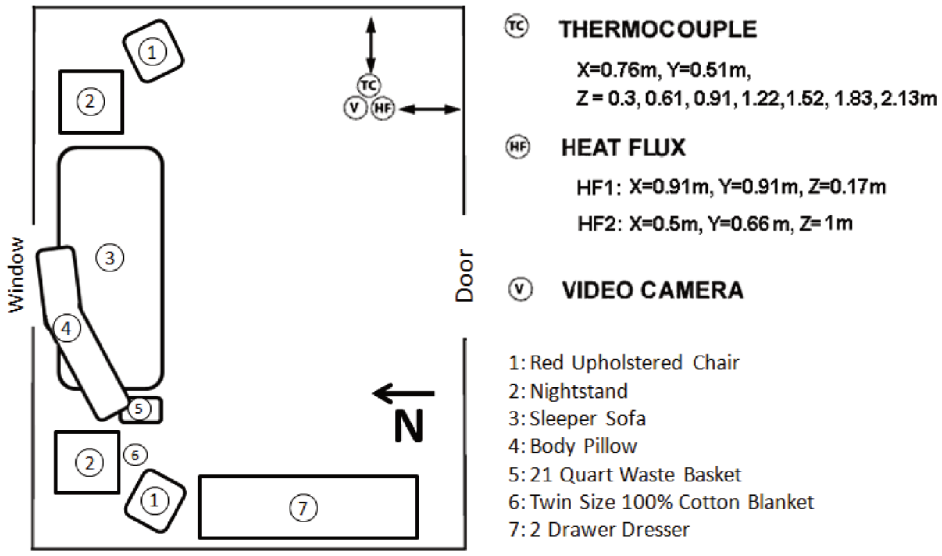


Figure 24: Configuration of Furnishings in Burn Room (Room and Contents Fires)



Figure 25: Pictures of the Room and Contents Furnishings

The ignition source consisted of a cardboard book of 20 matches that was ignited by an electrically heated wire, often referred to as an electric match. The electric match was placed near the bottom of a 21 qt (19.9 L) polypropylene waste container. The height of the waste container was 15.5 in (394 mm) with interior dimensions at the top opening of 14.5 in (368 mm) by 11.3 in (287 mm). Approximately 0.7 lbs (0.3 kg) of dry newspaper was added to the waste container. The majority of the newspaper was folded flat, and placed on edge along the sides of the waste container. Four sheets of newspaper, 22 in (559 mm) by 25 in (635 mm) were crumpled into "balls" approximately 3.9 in (100 mm) diameter and placed on top of the electric match in the center of the waste container.

Experimental Matrix for Room and Contents Fires

Sufficient amounts of furniture for 16 rooms were available for the room and contents fires, so eight experiment scenerios were conducted — each with a replicate. Because the time to untenable conditions was a primary variable of interest in the room and contents fires, the arrival time of the first due engine was a paramount consideration. Because the effects of the subsequent apparatus stagger were explored in the time-to-task tests, the stagger was fixed at the "close arrival" time. Additionally, a baseline measurement was required to compare the effectiveness of response to the absence of a fire department response. Therefore, a five-person, later arrival combination was eliminated in favor of a no-response scenario (with replicate). Table 3 summarizes the 16 tests conducted.

The first due engine arrival times were determined using the following assumptions: ignition of the fire occurs at

Crew Size	First Due Arrival Time
2-Person	Early Arrival of First Engine (6.5 min) – close stagger
3-Person	Early Arrival of First Engine (6.5 min) – close stagger
4-Person	Early Arrival of First Engine (6.5 min) – close stagger
5-Person	Early Arrival of First Engine (6.5 min) – close stagger
2-Person	Later Arrival of First Engine (8.5 min) – close stagger
3-Person	Later Arrival of First Engine (8.5 min) – close stagger
4-Person	Later Arrival of First Engine (8.5 min) – close stagger
No Response (Baseline)	N/A

Table 3: Experimental Matrix for Room and Contents Tests (Each Conducted in Replicate)

time zero. Smoke detector activation and a call to 9-1-1 occurs at 60 seconds after the fire starts. Call intake and processing requires an additional 90 seconds. The firefighters take 60 seconds to complete their turnout at the station and begin travel to the scene. Thus travel time begins 3.5 minutes into experiment. The two levels of arrival time are then determined by two different travel times: early arrival assumes a three-minute travel time, while later arrival assumes a five-minute travel time. For all scenarios in the room and contents experiments, the close stagger (60 seconds) between subsequent apparatus times was used.

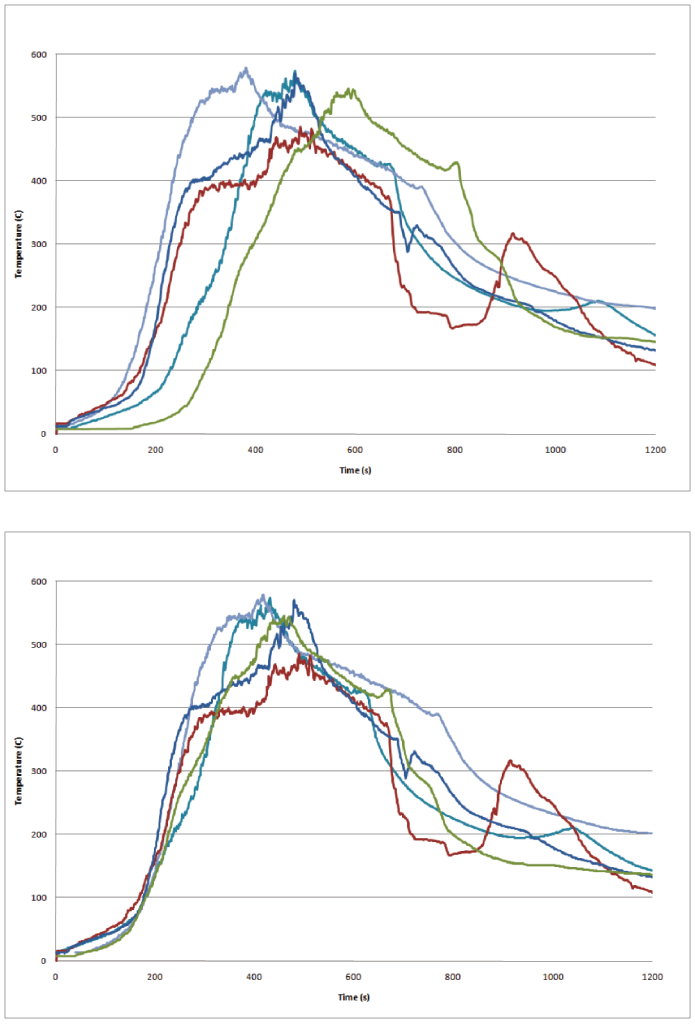


Figure 26: Direct Comparison of Temperatures, Before (Top) and After Adjustment (Bottom)

Procedure for Minimizing the Effect of Variance in Fire Growth Rate

Fires involving furnishings have inherent variance in burning behaviors. Factors such as humidity and minor variations in materials (particularly worn furnishings that may have different foam compression or fabric wear patterns), can result in uncertainty of 20 % or more, despite significant efforts to enhance repeatability. The early growth period of fire development is often associated with the greatest variance, since minor factors (as discussed above) can influence the thermal environment more easily when the fire is small. Therefore, the room and contents fires were normalized to the 212 °F (100 °C) temperature near the ceiling in the burn room in order to minimize the variance of the room and contents fires. The time at which the burn room reached this temperature (usually in approximately 180 seconds) rather than the actual ignition time, was designated as the "zero time."

Figure 26 shows the time-temperature curves before and after normalizing at 100°C. This approach was implemented during the experiments by watching the time temperature data in real-time from the instrumentation room and announcing the "zero-time" over the fireground radio system. The normalization procedure did not negatively affect tenability measurements in the target room because when the fire is small, products of combustion do not reach the room because of lack of momentum. Therefore, adjusting all room and contents tests to the same upper layer temperature was an appropriate way to minimize variance.

Milestone Times for Critical Tasks

As stated earlier, firefighters could not enter the burn building during the room and contents experiments because of the danger for potential flashover in an experimental scenario. Therefore, prescribed tasks were performed at specified times based on data from part 2. In this section we report on significant data gathered from instrumentation and describe an additional part of the experiments designed to extend our understanding of the effect of crew size and stagger on the tenability of the atmosphere in a burning structure.

Table 4 (page 32) identifies significant tasks selected as key milestones because of the way they affect fire behavior and atmospheric tenability inside the structure.

Milestone Tasks	2-Person Close Stagger
	Time from ignition (min : s)
Breached Door	8:44
Water On Fire	9:56
Upper Fire Window	13:01
Ground Non-fire Window	14:51
Upper Corner Window	17:55
Upper Front Door Window	19:55
Ground Fire Window	4:30
Milestone Tasks	**3-Person Close Stagger**
	Time from ignition (min : s)
Breached Door	7:48
Water On Fire	8:54
Upper Fire Window	11:26
Ground Non-fire Window	13:31
Upper Corner Window	15:54
Upper Front Door Window	17:58
Ground Fire Window	4:30
Milestone Tasks	**4-Person Close Stagger**
	Time from ignition (min : s)
Breached Door	7:46
Water On Fire	8:41
Upper Fire Window	9:23
Ground Non-fire Window	10:32
Upper Corner Window	11:46
Upper Front Door Window	13:45
Ground Fire Window	4:30
Milestone Tasks	**5-Person Close Stagger**
	Time from ignition (min : s)
Breached Door	7:35
Water On Fire	8:03
Upper Fire Window	10:11
Ground Non-fire Window	10:54
Upper Corner Window	12:31
Upper Front Door Window	12:47
Ground Fire Window	04:30

Table 4: Tasks That Affect Fire Behavior and Atmospheric Tenability

Analysis of Experimental Results

This section describes the analytic approaches used to address the research objectives of the study. First the statistical methods used to analyze the fireground time-to-task observations are presented. Then the time-to-task data and the room and contents data were combined to assess crew performance in relation to tenability within the structure.

Time-to-Task Analysis

Time-to-task data were compiled into a database and assessed for outliers and missing entries. Because all time-to-task experiments were conducted in triplicate, missing data were apparent and were reviewed via video and radio tapes. Missing data attributable to timer error were replaced by a time observed in the video. Where video and/or radio documentation was not adequate, missing data were recoded to the mean of the task times from the other two experiments.

Data Queries

The statistical methods used to analyze the time-to-task data were driven by a principal goal of this research project — to assess the effect of crew size, first-due engine arrival time, and subsequent apparatus stagger on time-to-task for critical steps in response and fire fighting. This research goal motivated the development of four specific research questions (see Figure 27) that in turn pointed to specific statistical analyses for generating inference and insight.

Statistical Methods – Time-to-Task

The analysis of the time-to-task data involved a sequence of multiple linear regressions using Ordinary Least Squares to generate and test the effects of staffing and stagger on timings. The regressions were of the form:

$$y_i = \beta_0 + \beta_1 x_{i1} + \beta_2 x_{i2} + \ldots + \beta_k x_{ik} + \varepsilon_i$$

where the x_{ik} reflect factors such as stagger and crew size, and the y represents our dependent/outcome variable.

Time-related outcomes (i.e., the dependent variables in the regression equations) could include task duration, elapsed time to start the task, and elapsed time until task completion, all measured in seconds. Table 5 (page 34) lists the time-related outcomes used to test the effect of crew size and stagger for the tasks in the field experiments.

The effects of crew size and stagger were explored using indicator variables in the regression analyses. The coefficient for a given indicator (for example, crew size of four relative to a crew size of two) indicated the number of seconds the larger crew size added or reduce the timing outcome of a task. Crew sizes were collapsed in some regressions to test whether the timings of "larger" crew sizes of four and five were significantly different than "smaller" crew sizes of two and three. Interaction terms were not assessed in these regression analyses because of the small number of experiments available for analysis.

Standard t-tests examined statistical significance (i.e., to see if the hypothesis of "no impact" could be rejected) to estimate the impact of several specific configurations:

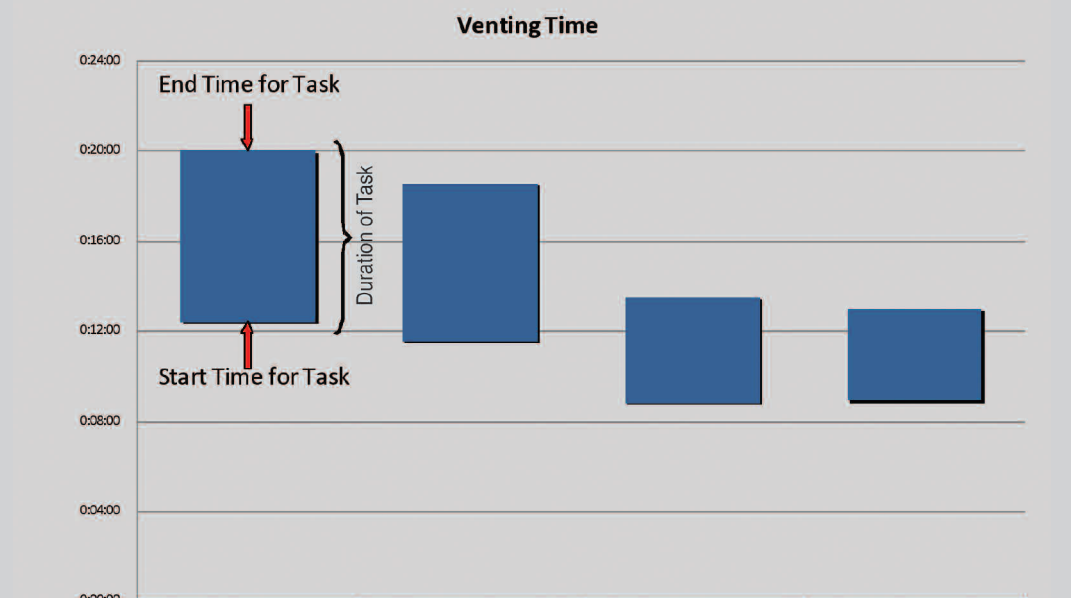
- crew sizes of three versus two
- crew sizes of four versus three
- crew sizes of five versus four
- (occasionally) five versus two, and four versus two
- larger (four & five combined) versus smaller (two & three combined) and
- stagger

The specific tests for each task (regression analysis) are shown in the Appendix E. The actual coefficients of each regression and their corresponding standard errors are presented in Appendix F. To infer impact, significant tests were conducted at the 0.05 significance level. Only statistically significant contrasts of crew size and/or stagger are included in this section of the report. Graphic expositions of relevant time/task related findings are then presented as well. Where stagger was statistically significant, the effects are graphed separately. Where stagger was not statistically significant, the data for crew size were combined.

Time-to-Task Research Questions

1) How do crew size and stagger (i.e., timing of between first engine and subsequent apparatuses) affect overall (i.e., start to completion) response timing?
   a. To what extent do variations in crew size affect overall response timing?
   b. To what extent do variations in both crew size and stagger affect overall response timing?
2) How do crew size and stagger affect the timings of task initiation, task duration, and task completion for each of the tasks comprising the suite of 22 tasks?
   a. To what extent do variations in crew size affect timings across the suite of tasks?
   b. To what extent do variations in both crew size and stagger affect response timings across the suite of tasks?
3) How does crew size affect elapsed times to achieve three critical events known to change fire behavior or atmospheric tenability for occupants?
   a. Entry into structure
   b. Water on fire
   c. Ventilation of each window (three upstairs and one downstairs window and the burn room window)
4) How does the elapsed time to achieve the national standard of assembling 15 firefighters at the scene (measured using "at hydrant" as the start time) vary by crew sizes of 4 and 5?

Figure 27: Research Questions for Time-to-Task Experiments



	2-Person	3-Person	4-Person	5-Person
End Time	0:20:02	0:18:33	0:13:30	0:12:59
Duration	0:07:36	0:07:01	0:04:42	0:04:04
Start Time	0:12:26	0:11:32	0:08:48	0:08:55

Figure 28: Example Time-to-Task Graph

	Time-to-Task Outcome Measures		
Task:	*Elapsed Time Until Start**	*Elapsed Time for Task Completion**	*Duration**
Conduct size-up	X	X	X
Position attack line	X		X
Establish 2 in - 2 out		X	
Establish RIT		X	
Gain forced entry	X		
Advance line	X		
Advance line		X	
Advance backup line to door	X	X	
Advance backup line to stairwell	X		
Advance backup line 2		X	
Conduct primary search 1	X		
Ground ladders in place		X	X
Horizontal ventilation, second story, window 3	X	X	
Horizontal ventilation, second story, window 2	X	X	
Horizontal ventilation, second story, window 1	X	X	
Horizontal ventilation, first story, window 2	X	X	
Control utilities interior	X		
Control utilities exterior	X		
Conduct secondary search	X		
Check for fire extension walls	X		
Check for fire extension ceiling	X		

* The columns of this table show the dependent variables, and the rows indicate the Tasks; an 'X' in a cell indicates that a separate regression analysis was conducted for a given dependent variable.

Table 5: Dependent Variables Used in a Regression Analysis of the Effect of Crew Size and Stagger on Time-to-Task Outcomes

Regression analyses

Appendix F presents the regression results for each task and relevant outcome, along with their corresponding standard errors. The results of conducting significance tests at the 0.05 level of significance are shown in Appendix E. Rather than detailing each of the lengthy lists of coefficients found to be significant, only the answers to the primary research questions are presented for each task.

Measurement Uncertainty

The measurements of length, temperature, mass, moisture content, smoke obscuration, and stopwatch timing taken in these experiments have unique components of uncertainty that must be evaluated in order to determine the fidelity of the data. Appendix G summarizes the uncertainty of key measurements taken during the experiments. Importantly, the magnitudes of uncertainties associated with these measurements have no impact on the statistical inferences presented in this report.

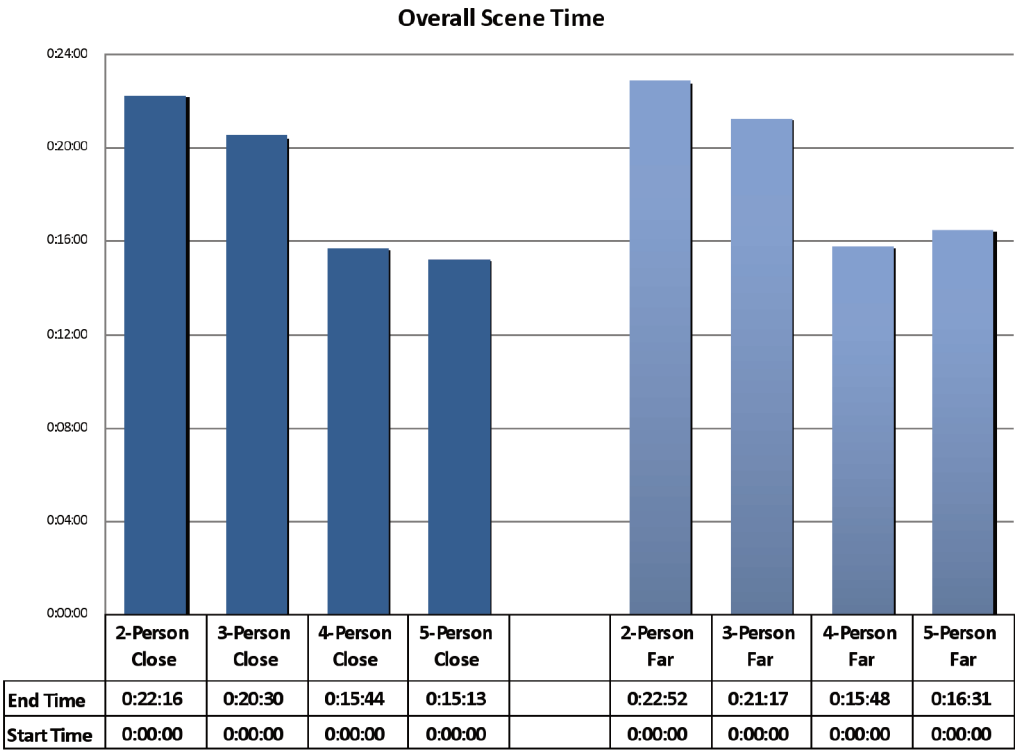
How to Interpret Time-to-Task Graphs

Figure 28 presents a sample time-to-task analysis, in this case results for venting time. Each crew size has a column graphic showing the start time and completion time for the task. Visually, columns starting lower on the graph depict deployment configurations that resulted in earlier start times. The height of the column graphic is a visualization of the duration of the task, taller columns indicating longer times to task completion. Time data are also shown in a table below the graph. Where stagger was statistically significant, the effects are graphed separately. Where stagger was *not* statistically significant, as in the illustration, the data for crew size were combined.

Time-to-Task Graphs

Overall Scene Time (Time to Complete All 22 Tasks)

The four-person crews operating on a low-hazard structure fire completed the same number of tasks on the fireground (on average) 7 minutes faster than the two-person crews (see Figure 29). The four-person crews completed the same number of fireground tasks (on average) 5.1 minutes faster than the three-person crew. The four-person crews were able to complete necessary fireground tasks on a low-hazard residential structure fire nearly 30 % faster than the two-person crews and nearly 25 % faster than the three-person crews. Although on the low-hazard residential structure fire, adding a fifth person to the crews did not show any additional decrease in fireground task times, the benefits of a five-person vs. a four-person crew are significant in other measurements, particularly the "water-on-fire" time. Additionally, the greater need for five-person crews for medium- and high-hazard structures, particularly in urban settings, has been documented in other studies (Backoff et al., 1980; Cushman, 1982; McManis Associates et al., 1984) and five-person crews are required for areas that contain medium and high-hazard structures in fire protection consensus standards.[11]



	2-Person Close	3-Person Close	4-Person Close	5-Person Close		2-Person Far	3-Person Far	4-Person Far	5-Person Far
End Time	0:22:16	0:20:30	0:15:44	0:15:13		0:22:52	0:21:17	0:15:48	0:16:31
Start Time	0:00:00	0:00:00	0:00:00	0:00:00		0:00:00	0:00:00	0:00:00	0:00:00

Figure 29: Overall Scene Time

11 NFPA 1710, Section 5.2.3.1.2 and Section 5.2.3.2.2: In jurisdictions with tactical hazards, high-hazard occupancies, high incident frequencies, geographical restrictions, or other pertinent factors as identified by the AHJ, these companies shall be staffed with a minimum of five or six on duty members.

Overall Scene Time and Crew Sizes

The graphs in Figure 30 show average times for each task by crew size.

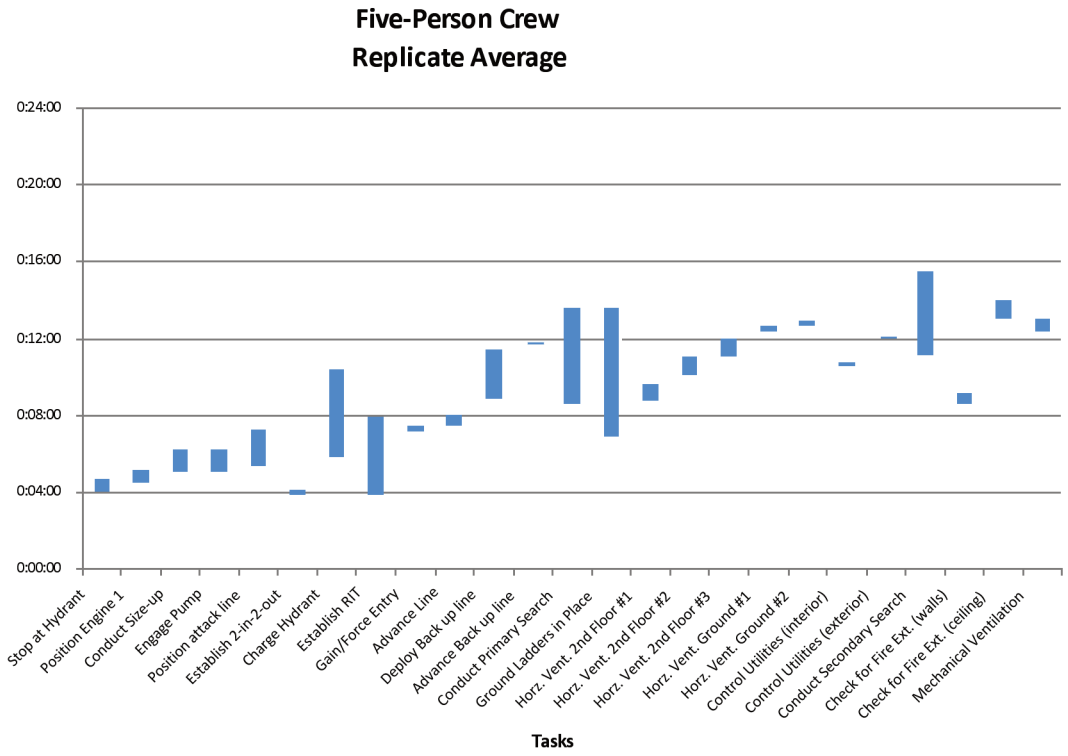


Figure 30 a: Overall Scene Time-FIve Person Crew

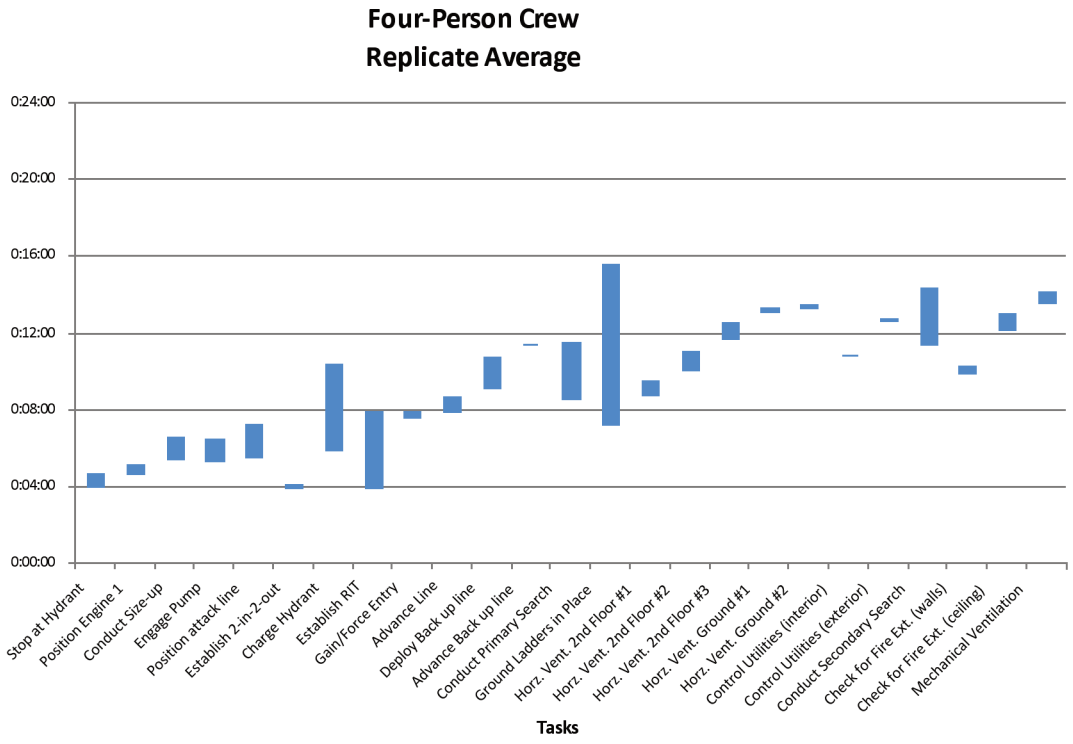


Figure 30 b: Overall Scene Time-Four Person Crew

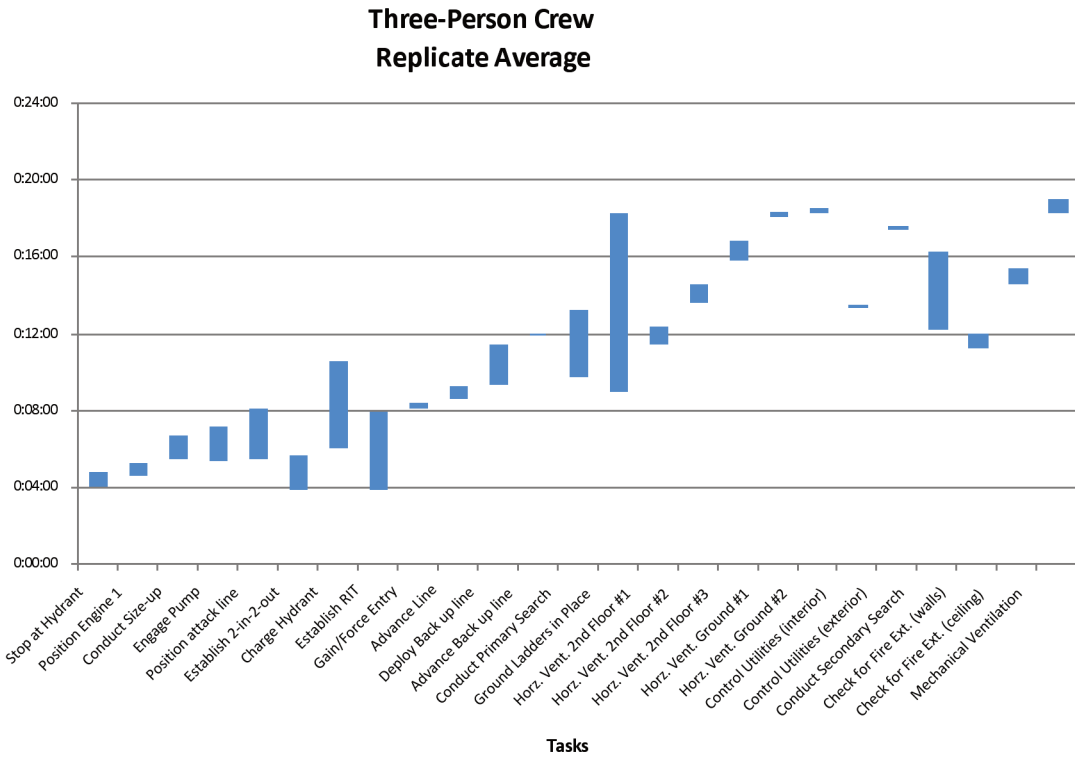


Figure 30 c: Overall Scene Time-Three Person Crew

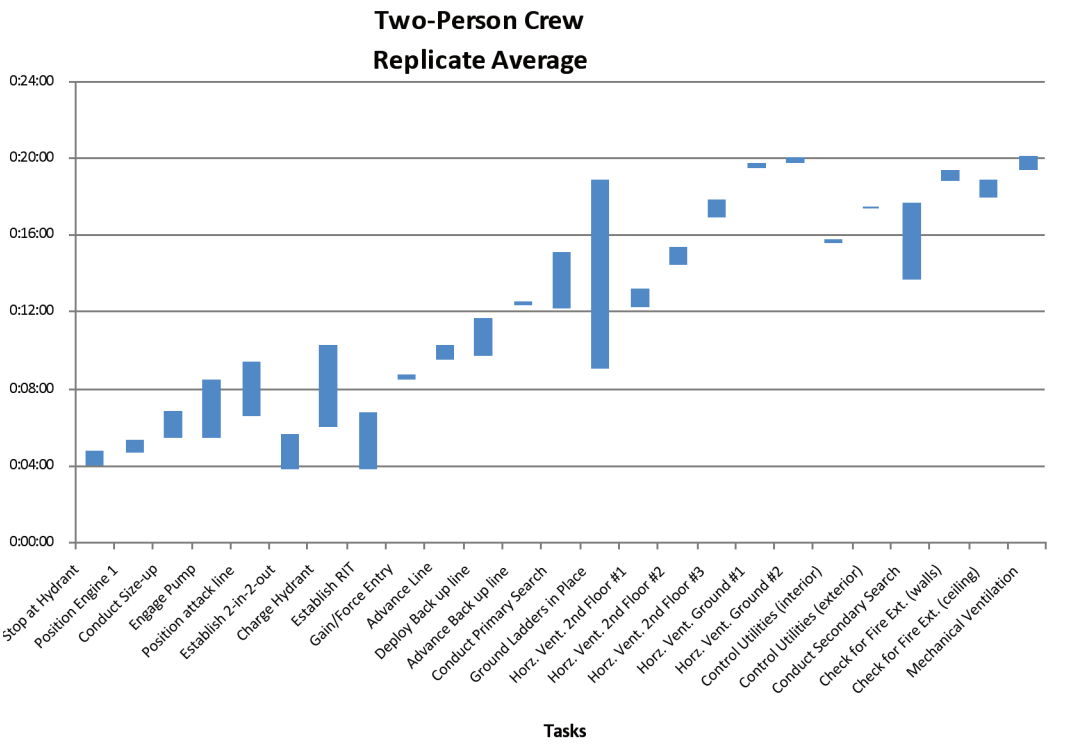
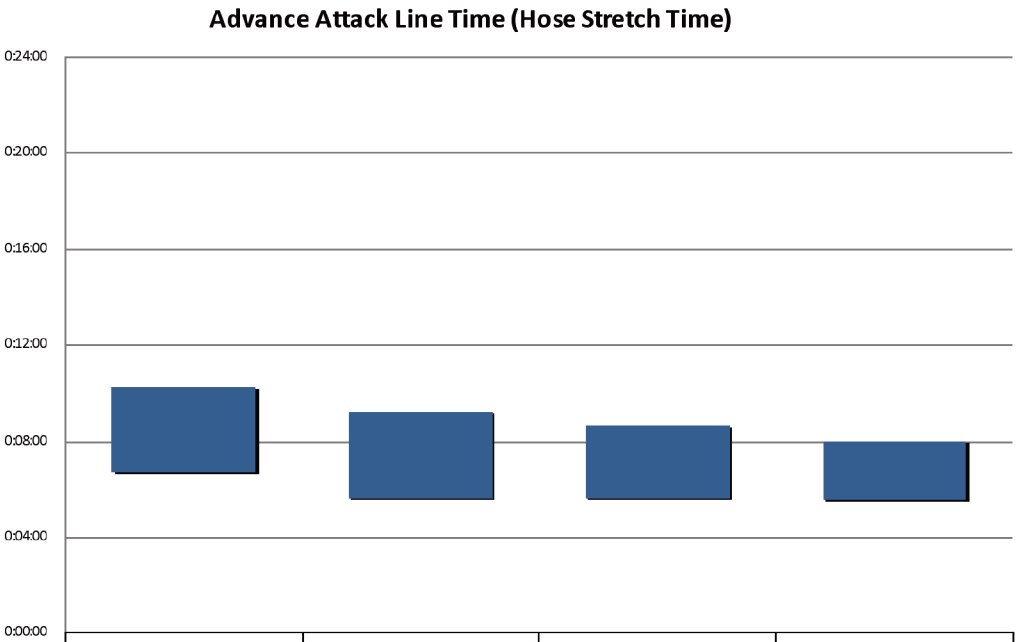


Figure 30 d: Overall Scene Time-Two Person Crew

Advance Attack Line Time (Hose Stretch Time)

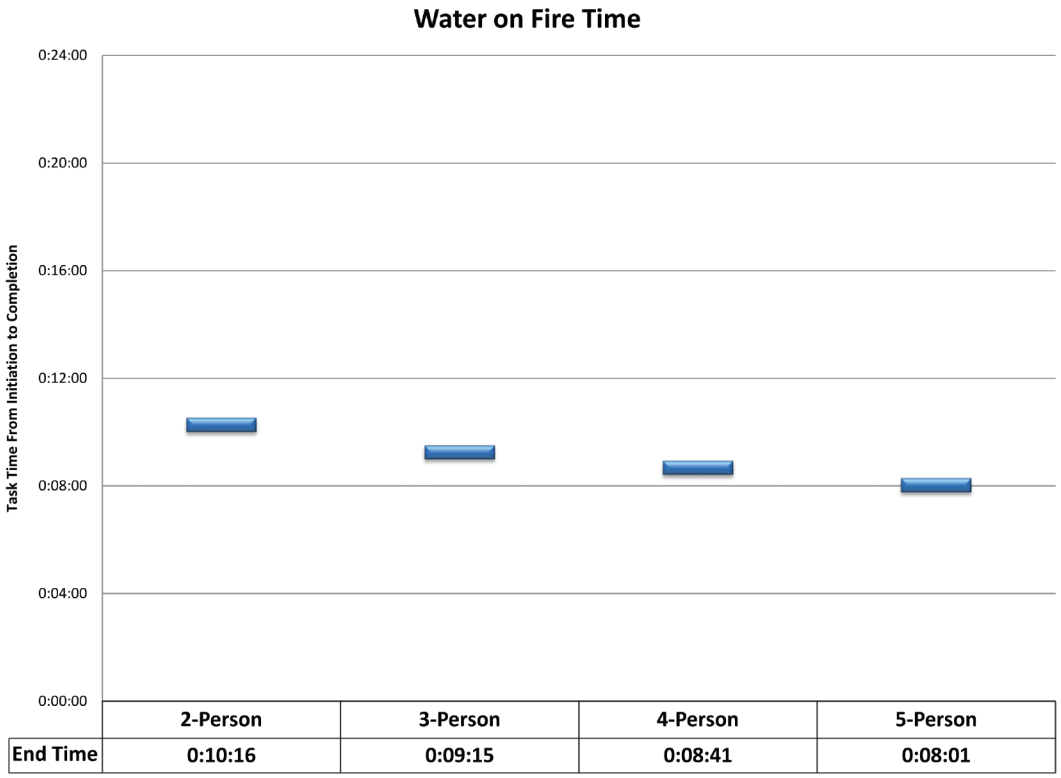
Figure 31 measures the interval from the start of the task "Position Attack Line" to the end of the task "Advance Attack Line." In comparing four- and five-person crews to two and three-person crews collectively, the time difference for this measure was statistically significant at 76 seconds (1 minute 16 seconds). In conducting more specific analysis comparing all crew sizes to a two-person crew the differences are more distinct. A two-person crew took 57 seconds longer than a three-person crew to stretch a line. A two-person crew took 87 seconds longer than a four-person crew to complete the same task. Finally, the most notable comparison was between a two-person crew and a five-person crew, with a 122-second difference in task completion time.[12, 13]



	2-Person	3-Person	4-Person	5-Person
End Time	0:10:16	0:09:15	0:08:41	0:08:01
Duration	0:03:34	0:03:36	0:03:02	0:02:29
Start Time	0:06:43	0:05:39	0:05:39	0:05:33

Figure 31: Advance Line Time (Hose Stretch Time) by Crew Size

12 Apparatus stagger was not statistically significant, so the data for crew size were combined.
13 Where subtracting the start time from the end time yields a result that differs from the duration noted in the chart by one second, it is the result of rounding fractional seconds to the nearest whole second.

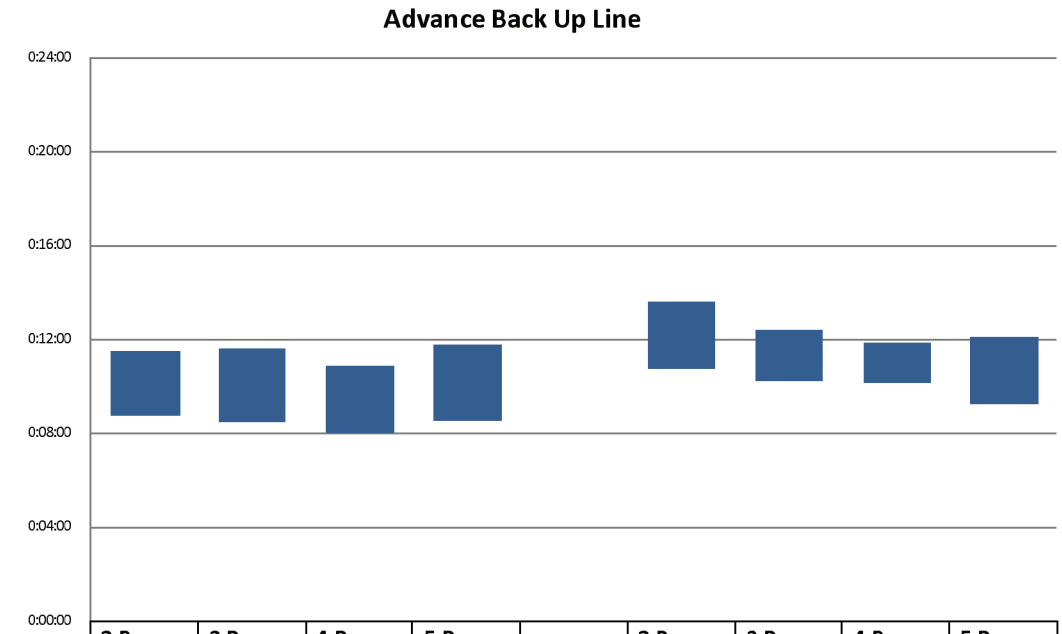


	2-Person	3-Person	4-Person	5-Person
End Time	0:10:16	0:09:15	0:08:41	0:08:01

Figure 32: Water on Fire Time by Crew Size and Stagger

Time to Water on Fire

There was a 10% difference in the "water on fire" time between the two- and three-person crews. There was an additional 6% difference in the "water on fire" time between the three- and four-person crews. (i.e., four-person crews put water on the fire 16% faster than two person crews). There was an additional 6% difference in the "water on fire" time between the four- and five-person crews (i.e. five-person crews put water on the fire 22% faster than two-person crews).



	2-Person Close	3-Person Close	4-Person Close	5-Person Close		2-Person Far	3-Person Far	4-Person Far	5-Person Far
End Time	0:11:28	0:11:33	0:10:55	0:11:48		0:13:37	0:12:23	0:11:54	0:12:04
Duration	0:02:34	0:02:58	0:02:46	0:03:09		0:02:45	0:02:04	0:01:41	0:02:44
Start Time	0:08:54	0:08:35	0:08:08	0:08:39		0:10:52	0:10:19	0:10:13	0:09:20

Figure 33: Times to Advance Backup Line by Crew Size and Stagger

Advancing a Backup Line

Advancing a backup line to the door and stairwell was started 16 % faster and completed 9 % for replicates with shorter staggers between company arrivals. Advancing a backup line is typically a task completed by the third arriving engine on a full alarm assignment and is critical to the safety of firefighters already in the building on the initial attack line. For this task, stagger of arrival was statistically significant and is an important consideration for overall station location and full alarm response capability. The differences can be seen in Figure 33, which shows the time from the start for the task "Deploy Backup Line" to the end of the task "Advance Backup Line."

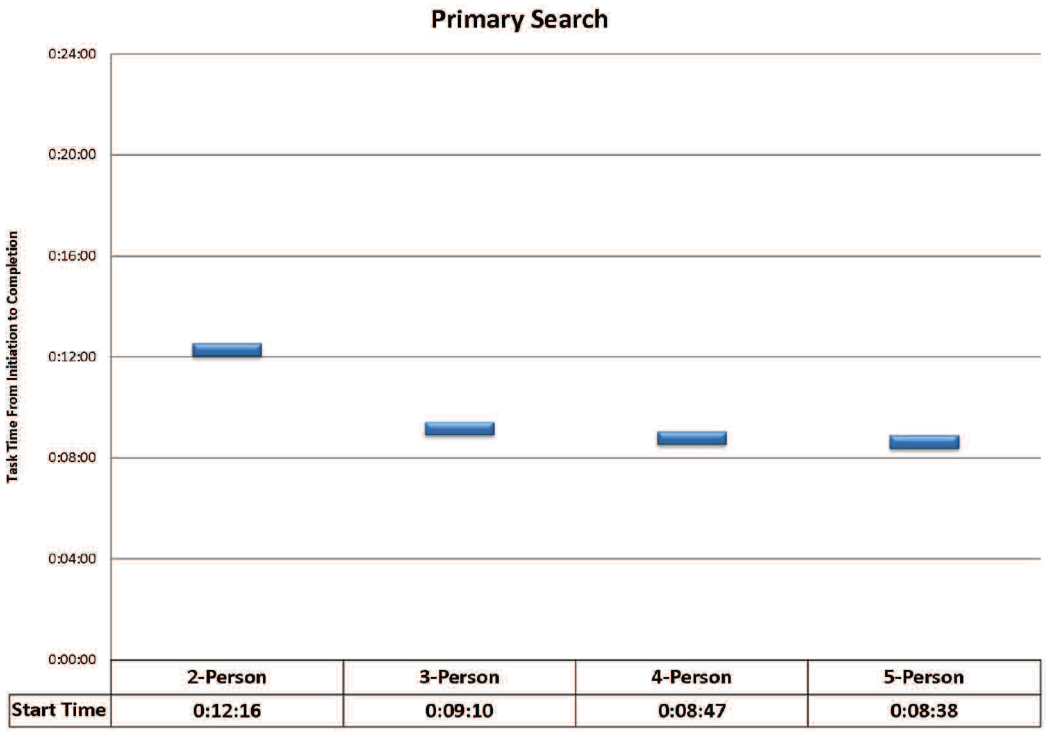
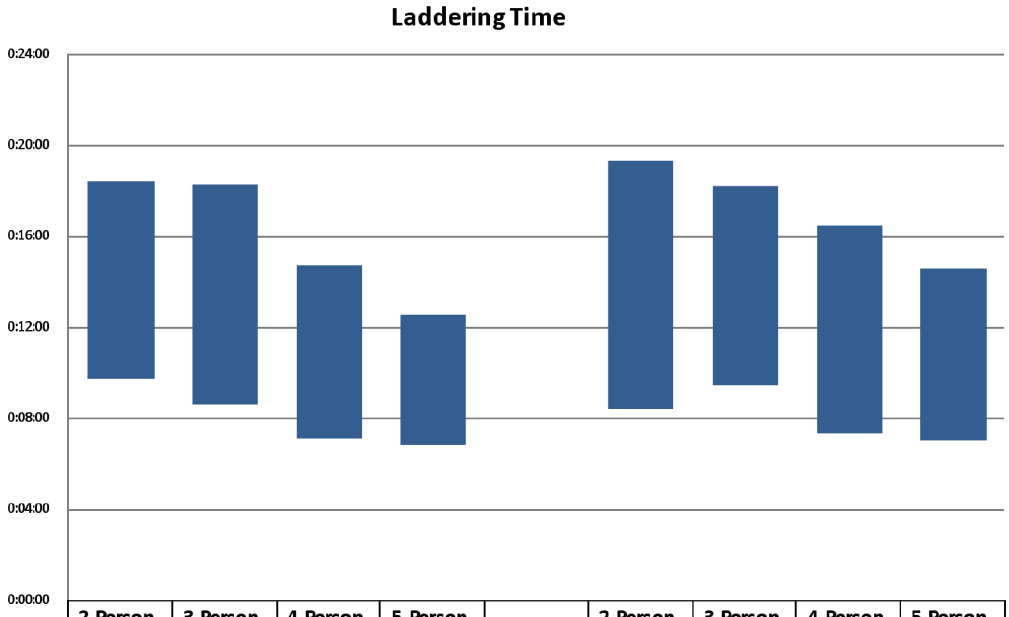


Figure 34: Times to Conduct Primary Search by Crew Size

14 Stagger was not significant, so data from close and far were combined to increase statistical power.

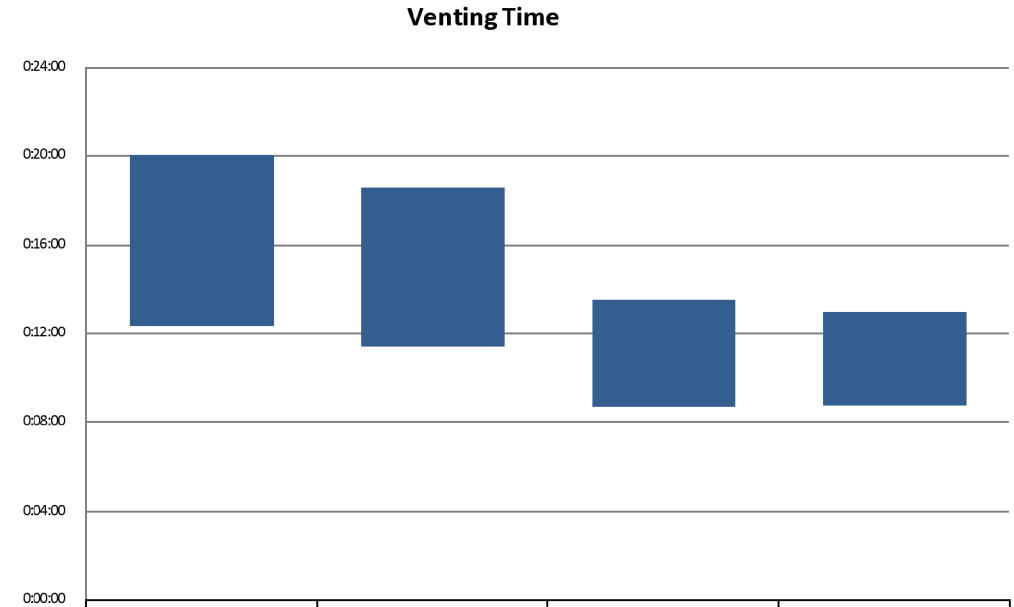


	2-Person Close	3-Person Close	4-Person Close	5-Person Close		2-Person Far	3-Person Far	4-Person Far	5-Person Far
End Time	0:18:24	0:18:19	0:14:45	0:12:34		0:19:23	0:18:12	0:16:29	0:14:38
Duration	0:08:31	0:09:35	0:07:31	0:05:40		0:10:51	0:08:40	0:09:03	0:07:31
Start Time	0:09:54	0:08:44	0:07:14	0:06:54		0:08:31	0:09:32	0:07:26	0:07:07

Figure 35: Laddering Time by Crew Size

Primary Search

Figure 34 summarizes the times that crews took to start the primary search. On the low-hazard, two-story single-family dwelling 2,000 sq ft (186 m^2) , the three-person crew started a primary search/rescue more than 25 % faster than the two-person crew. In the same structure, the four- and five-person crews started a primary search 6 % faster than the three-person crews and 30 % faster than the two-person crew. Note that there is no end time included in this figure. Primary search end times were reliant upon radio communication by firefighters inside the structure. On occasion this communication did not occur or was delayed. Therefore data reliability was insufficient for analysis of task duration and end time.[14]



	2-Person	3-Person	4-Person	5-Person
End Time	0:20:02	0:18:33	0:13:30	0:12:59
Duration	0:07:36	0:07:01	0:04:42	0:04:04
Start Time	0:12:26	0:11:32	0:08:48	0:08:55

Figure 36: Ventilation Times by Crew Size[15]

Laddering and Venting Time

A four-person crew operating on a low-hazard structure fire completed laddering and ventilation (for life safety and rescue) 30 % faster than a two-person crew and 25 % faster than a three-person crew.

Ground laddering time started with the removal of the first ladder from the truck and stopped at end time of the last ladder put in place. A total of four ladders were raised on each experiment.

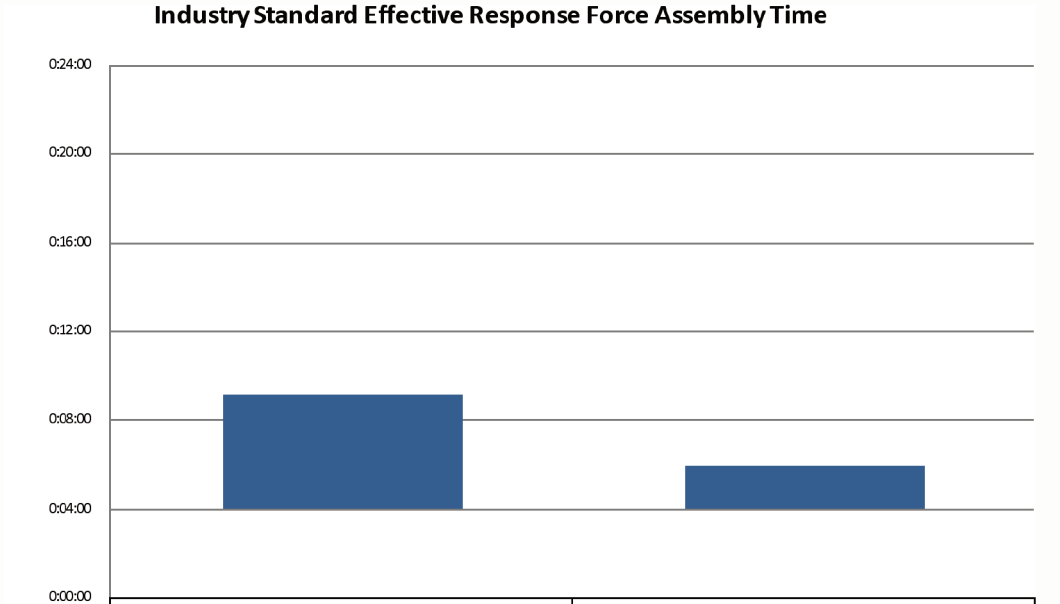
Truck operations ventilation time is the time from the start time of ventilation of the first window until the last window ventilation was complete.

The differences in start times and duration of the tasks can be seen in Figure 35 and Figure 36.

15 Stagger was not statistically significant, so the data for crew size were combined.

Industry Standard Effective Response Force Assembly Time

NFPA 1710 requires that a fire department have the capability to deploy an initial full-alarm assignment to a scene within eight-minutes (480 seconds). The number of people required falls between 15 and 17, depending on whether an aerial apparatus is used, and/or if two engines are being used to provide a continuous water supply. In these experiments, the measurement for an effective response force assembly time started from the first engine arrival at the hydrant and ended when 15 firefighters were assembled on scene. Figure 37 reveals the differences in assembly times between the four and five-person crews. An effective response force was assembled by the five-person crews a full three minutes faster than the four-person crews. It is important to note that (by definition), the two-and three-person crews were unable to meet this standard at any time during the experiments.[16]



	4-Person	5-Person
End Time	0:09:10	0:05:57
Duration	0:05:02	0:01:48
Start Time	0:04:09	0:04:09

Figure 37: Industry Standard Effective Response Force Assembly Time

16 Stagger was not statistically significant, so the data for far and near stagger were combined.

Part 4: Fire Modeling

In the room and contents experiments conducted in Part 3 of the study, instrumentation measured oxygen, carbon dioxide, and carbon monoxide concentrations. Data were grouped by the type of experiment conducted with respect to crew size and first due engine arrival time. As previously shown in the experimental matrix, each group contained two replicate tests. In each group of data the results of the replicates were averaged to simplify the data for further comparison. Figure 38 and Figure 39 show the typical concentration curves for the experiments.

These two graphs show the ranges representative of those found in the experiments. Charts of gas curves for the remainder of the experiments — for both the burn room and the target room — can be found in Appendix H.

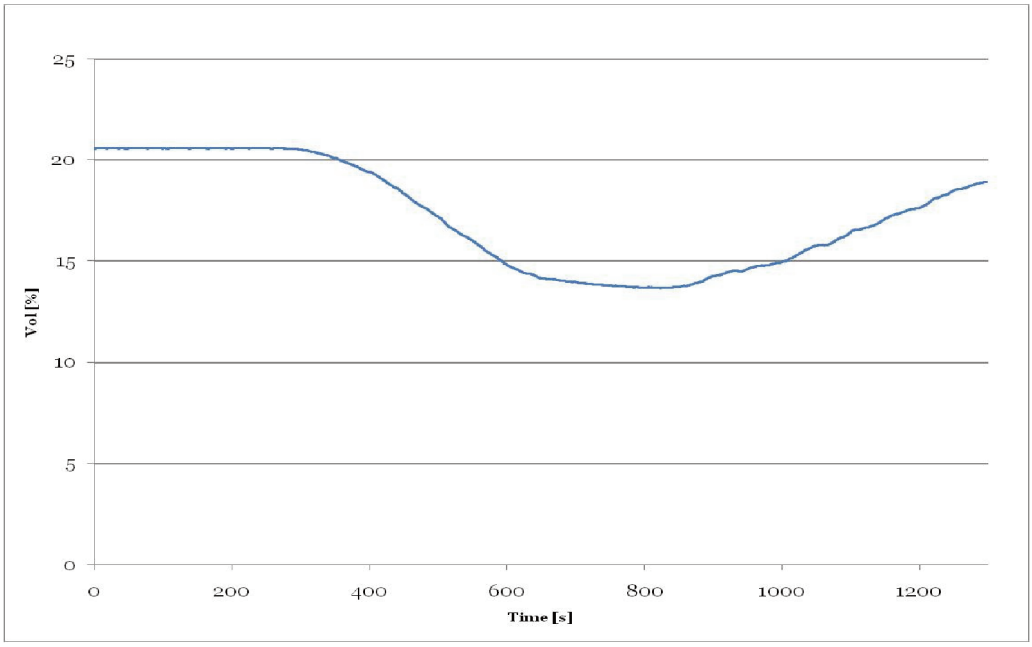


Figure 38: Representative Oxygen Concentration

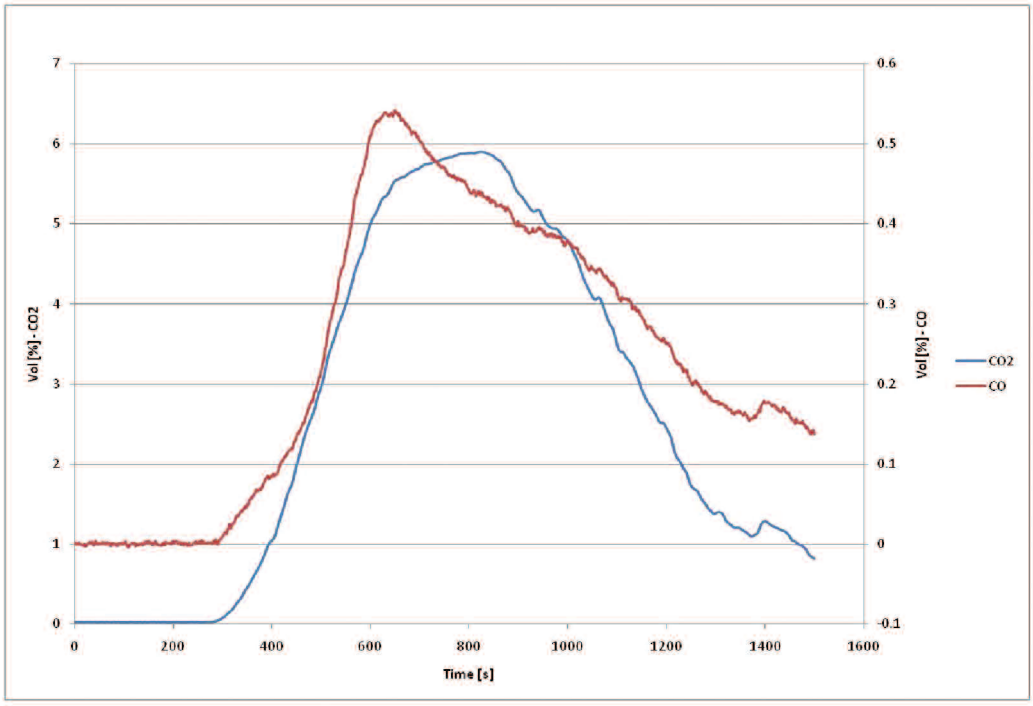


Figure 39: Representative Carbon Monoxide and Carbon Dioxide Concentrations

Fire Modeling Methods

A primary goal of fire department response is to prevent civilian injuries and deaths. Because the significant majority of fire deaths in the United States occur in residences, a rapid fire service response provides the last line-of-defense against civilian fire deaths. Further, because the fire service is less likely to rescue occupants intimate with the fire (i.e., inside the room of origin where conditions deteriorate rapidly), tenability measurements were taken in a remote bedroom on the second floor of the residential burn structure. The gas and temperature measurements were taken at the 5 ft (1.5 m) height above the floor, 3 ft (0.9 m) from the west wall in order to simulate a nonambulatory occupant (e.g, someone asleep, under the influence of alcohol or drugs, or otherwise mobility impaired).

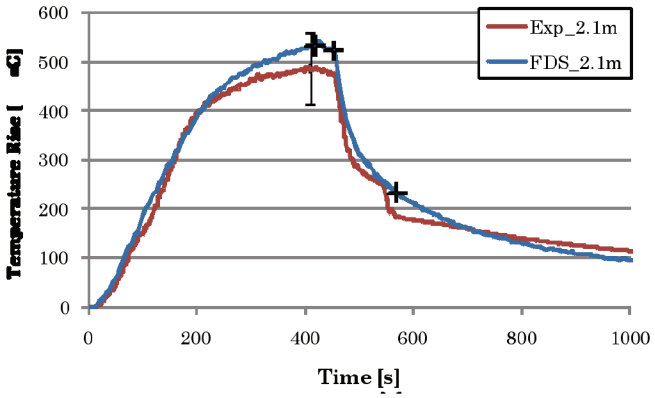


Figure 40: Measured vs. Predicted Temperature at the 2.1 m (6.9 ft) Thermocouple Location in the Burn Compartment

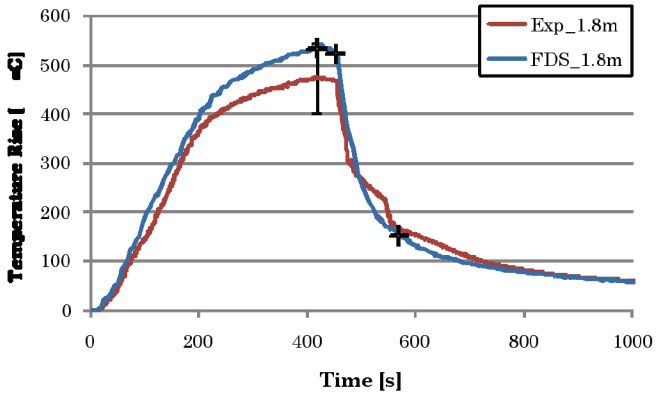


Figure 41: Measured vs. Predicted Temperature at the 1.8 m (5.9 ft) Thermocouple Location in the Burn Compartment

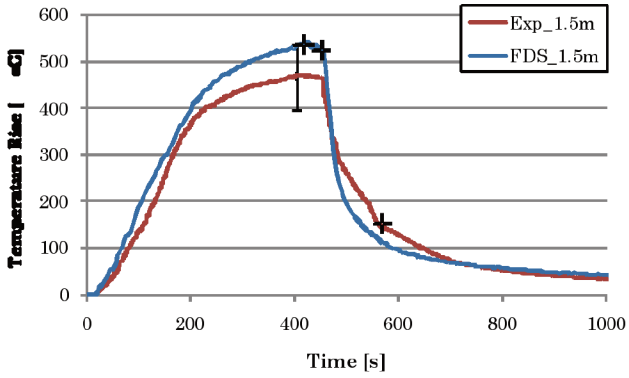


Figure 42: Measured vs. Predicted Temperature at the 1.5 m (4.9 ft) Thermocouple Location in the Burn Compartment

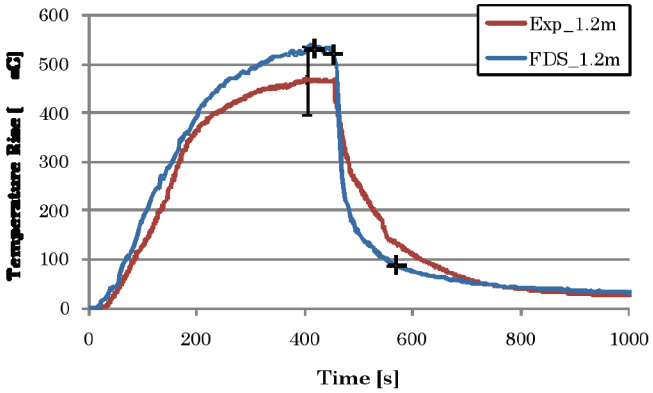


Figure 43: Measured vs. Predicted Temperature at the 1.2 m (3.9 ft) Thermocouple Location in the Burn Compartment

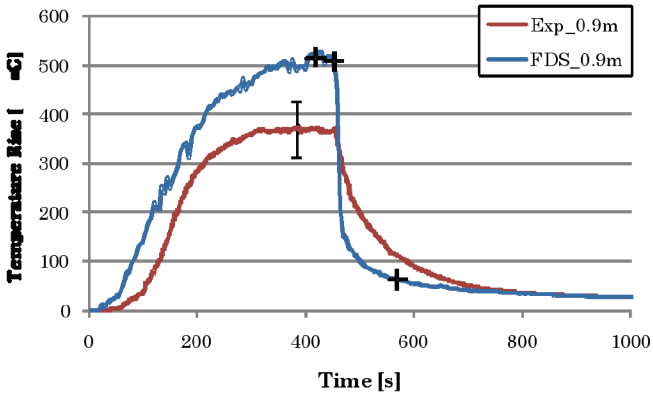


Figure 44: Measured vs. Predicted Temperature at the 0.9 m (2.9 ft) Thermocouple Location in the Burn Compartment

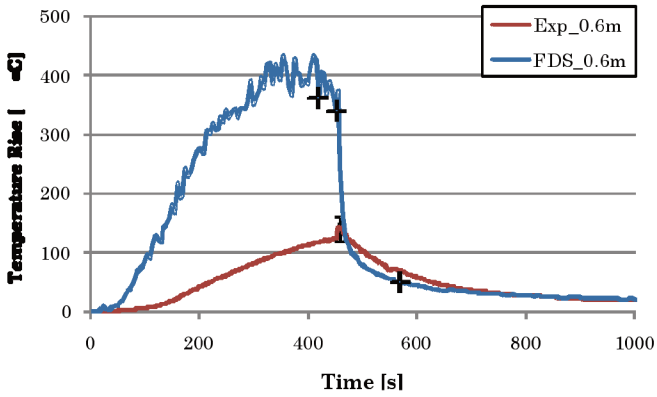


Figure 45: Measured vs. Predicted Temperature at the 0.6 m (1.9 ft) Thermocouple Location in the Burn Compartment

Computational fire models used the average suppression timings obtained from the time-to-task experiments under specific deployment configurations as inputs to the model. This quantitative approach eliminated the experimental variance of the fire. The resulting "computational" fire is repeatable, and therefore, any differences in occupant exposure to toxic gases will be due to the intervention times associated with a specific deployment configuration rather than the random variation that naturally occurs from fire to fire.

Fire simulations were completed using the NIST Fire Dynamics Simulator (FDS). FDS is a computational fluid dynamics model of fire-driven fluid flow. The first version of the FDS was released in 2000. FDS has been extensively verified and validated (USNRC 2007). Since the initial release, numerous improvements have been made and new features added. This study used FDS version 5.4.2 (Sub-version #4957), which was released on October 19, 2009. In order to calibrate the model, simulations were performed to replicate the experimental results observed in the

room-and-contents fires. Once the ability of the model to replicate experimental results was established, the different fire growth rates and deployment configurations were simulated to characterize the effectiveness of different responses relative to different fire growth rates.

The occupant exposure to toxic gases was assumed to occur until the occupant is rescued by the truck crew (start time of primary search plus one minute). Table 6 shows the "rescue time" for the various crew sizes that correspond to the test matrix for the room and contents experiments.

Part 4 of the experiments used fire modeling to correlate response times to atmospheric tenability in a burning structure. In order to calibrate the computer fire model, simulations were performed to replicate the experimental results observed in the room-and-contents fires. Model inputs include building geometry and material properties, ventilation paths (doors, windows, leakage paths), and heat release rate of the fuel package. While the building geometry is easily measured and material properties (such as the thermal properties of drywall and concrete) are readily estimated, the heat release rate was not directly measured during the experiments. The heat release rate of the fuel package is the primary determinant of the production rate of heat, smoke, and gas species (e.g., carbon dioxide, carbon monoxide).

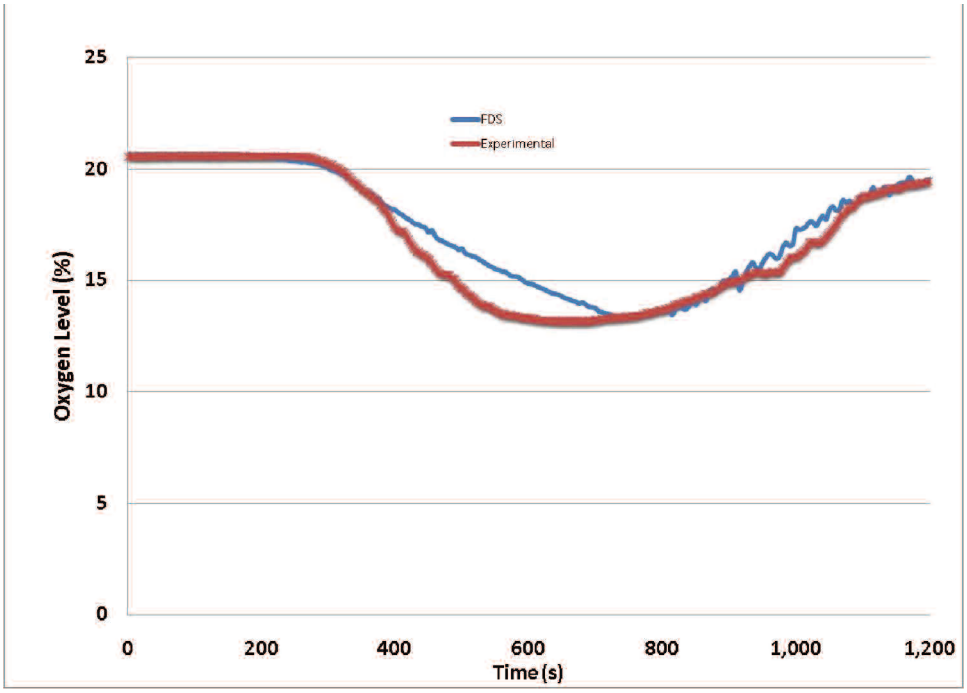


Figure 46: Measured Versus Predicted Oxygen Levels in the Upstairs Bedroom at 5 ft (1.5 m)

Figures 40 through 45 compare the experimental and simulated burn room temperatures using the burn room thermocouple tree. The tree contained thermocouples located at 0.6 m (1.9 ft), 0.9 m (2.9 ft), 1.2 m (3.9 ft), 1.5 m (4.9 ft), 1.8 m (5.9 ft), and 2.1 m (6.9 ft) above the floor. For additional information about the instrumentation type location, see Appendix C. The results for thermocouples located in the hot gas layer show excellent agreement. The temperature at the lower two thermocouples show an overprediction of the hot gas layer depth in the computer simulation. A small difference in the location of the interface height (the steep temperature gradient between the relatively cool lower gas layer and the hot upper gas layer), can result in significant predicted temperature differences with relatively little effect on the bulk heat and mass transport accuracy. This explanation is supported by the agreement of the temperatures in the remote bedroom.

Figure 46 compares the experimental and predicted oxygen concentration levels in the upstairs bedroom (measured at 5 ft (1.5 m) above the floor, centered above the bed). Figures 47 through 52 compare the experimental and simulated temperatures in the upstairs (target room) bedroom. As expected, the temperatures are moderated by mixing (cool ambient air mixes with hot combustion gases during transport between the burn room and the target room) and by thermal losses to the (cooler) surfaces between the two rooms.

Once the model inputs were determined to agree with the experimental results, the input heat release rate was changed to represent three fire growth rates representative of a range of fire hazard development – slow, medium, and fast, which are described in greater detail in the following sections.

Time to Untenable Conditions: Research Questions

In the real world, fires grow at many different rates – from very slow, smoldering fires all the way to ultra-fast, liquid fuel or spray fires. In order to extend the applicability of the findings of this report beyond the one fire growth rate observed in part 3 of this report (residential room and contents fires), computer fire modeling was used to quantify the effectiveness of fire department operations in response to an idealized range of fire growth rates (characterized as slow, medium, and fast). Based on the research questions shown in Figure 53, fire modeling methods were then selected to maximize the applicability of the times to task results.

1) How do performance times relate to fire growth as projected by standard fire time/temperature curves?

2) How do these performance times vary by crew size, first due arrival time, and stagger?

3) How do crew size, stagger, and arrival time affect occupant tenability within the structure?

Figure 53: Research Questions for Time to Untenable Conditions

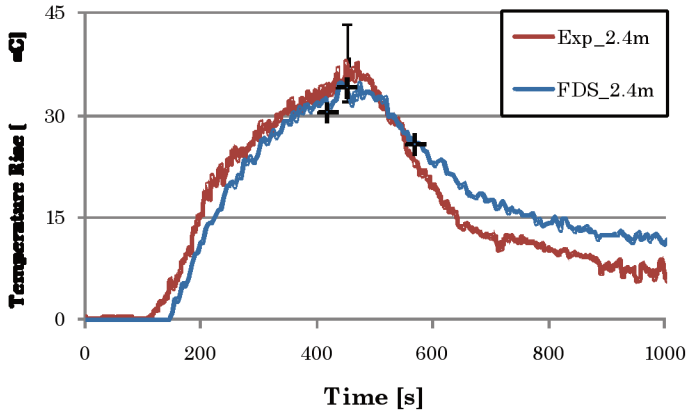


Figure 47: Measured vs. Predicted Temperature at the 2.4 m (7.8 ft) Thermocouple Location in the Bedroom

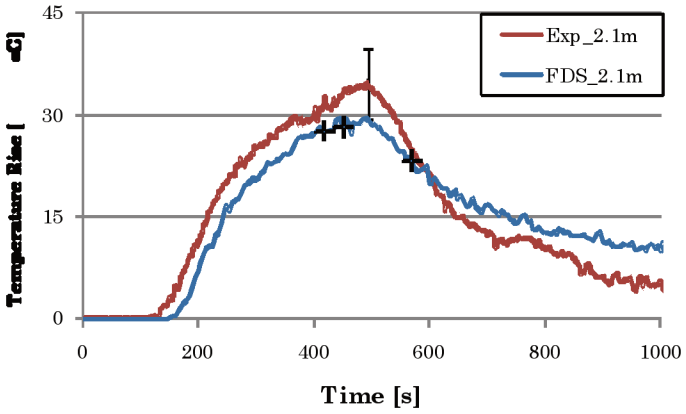


Figure 48: Measured vs. Predicted Temperature at the 2.1 m (6.8 ft) Thermocouple Location in the Bedroom

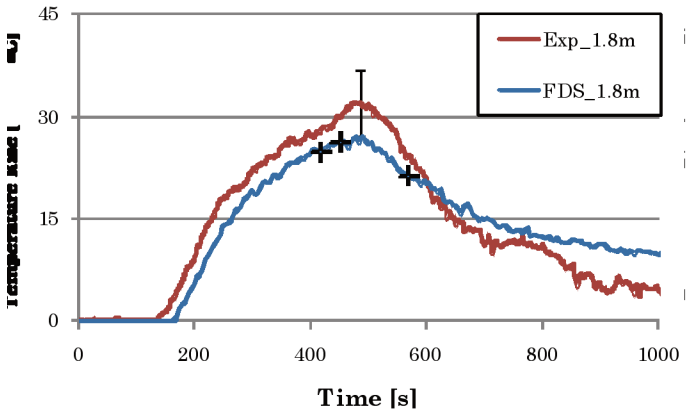


Figure 49: Measured vs. Predicted Temperature at the 1.8 m (5.9 ft) Thermocouple Location in the Bedroom

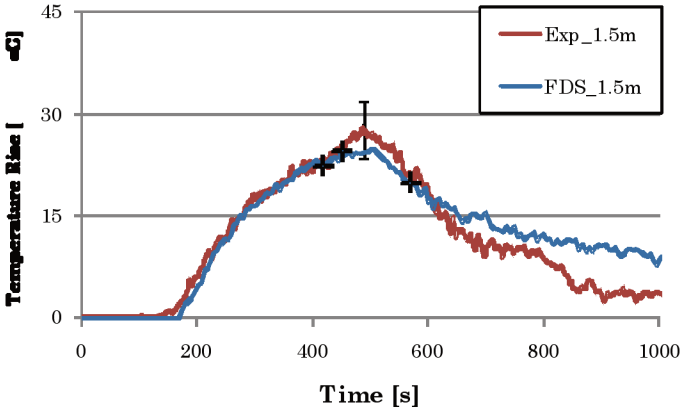


Figure 50: Measured vs. Predicted Temperature at the 1.5 m (4.9 ft) Thermocouple Location in the Bedroom

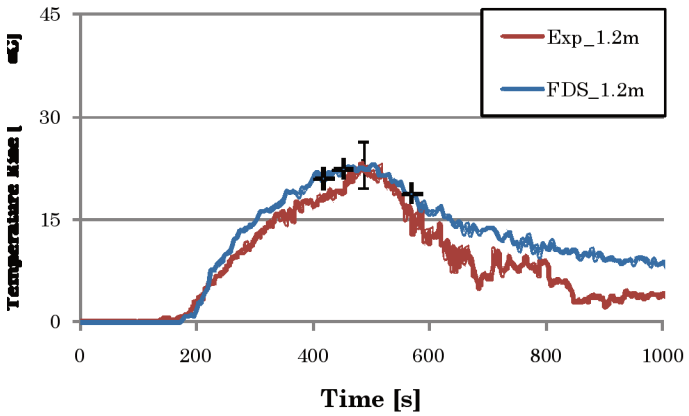


Figure 51: Measured vs. Predicted Temperature at the 1.2 m (3.9 ft) Thermocouple Location in the Bedroom

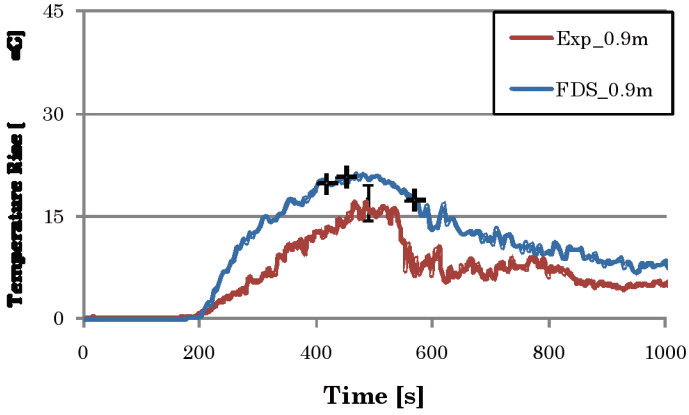


Figure 52: Measured vs. Predicted Temperature at the 0.9 m (2.9 ft) Thermocouple Location in the Bedroom

Fire Growth Rates

Three fire growth rates were used in the computer fire modeling to assess the effectiveness of different fire department deployment configurations in response to fires that were similar to, faster growing, and slower growing than the fires observed in the room-and-contents fires. The slow, medium, and fast fire growth rates are defined by the Society of Fire Protection Engineers according to the time at which they reach 1 megawatt (MW). A typical upholstered chair burning at its peak would produce a 1-MW fire, while a large sofa at its burning peak would produce roughly a 2-MW fire.

The growth rate of fires is often approximated by simple correlation of heat release rate to the square of time. If a fire is not suppressed before full-room involvement, the probability of spread beyond the room of origin increases dramatically if there is nearby fuel load to support fire spread. If a nearby fuel load is available, the 12 ft (3.7 m) by 16 ft (4.9 m) compartment used in the fire experiments would become fully involved at approximately 2 MW. Table 7 shows the time in seconds at which 1-MW and 2-MW (fully involved) fires in this compartment would be reached in the absence of suppression.

A fire department rescue operation is a race between the deteriorating interior conditions inside the structure and the rescue and suppression activities of the fire department. Each fire growth rate was used as a baseline heat release rate for the simulation. Intervention times (window and door opening times and suppression time) from the time-to-task tests were systematically input into the model to evaluate the effects on interior tenability conditions. The interior tenability conditions were calculated in a remote upstairs bedroom (above the room of fire origin on the first floor) in order to maximize the opportunity for differentiation among different crew configurations.

Fire Growth Rate	Time in Seconds Reach 1 MW	Time in Seconds to Reach to 2 MW
Slow	600	848
Medium	300	424
Fast	150	212

Table 7: Time to Reach 1 MW and 2 MW by Fire Growth Rate In the Absence of Suppression

Fractional Effective Dose (FED)

In order to convert instantaneous measurements of local gas conditions, the fractional effective dose (FED) formulation published by the International Standards Organization (ISO) in document 13571 *Life-threatening Components of Fire – Guidelines for the Estimation of Time Available for Escape Using Fire Data* (ISO 2007) were used. FED is a probabilistic estimate of the effects of toxic gases on humans exposed to fire effluent. The formulation used in the simulations accounts for carbon monoxide (CO), carbon dioxide (CO_2), and oxygen (O_2) depletion. Other gases, including hydrogen cyanide (HCN) and hydrogen chloride (HCl), were not accounted for in this analysis and may alter FED for an actual occupant.

$$FED = \sum_{i=1}^{n} \frac{C_i}{(C_t)_i} \Delta t \qquad \text{Eq.1}$$

Where C_i is the concentration of the ith gas and $(C_t)_i$ is the toxic concentration of ith gas and Δt is the time increment.

There are three FED thresholds generally representative of different exposure sensitivities of the general population. An FED value of 0.3 indicates the potential for certain sensitive populations to become incapacitated as a result of exposure to toxic combustion products. Sensitive populations may include elderly, young, or individuals with compromised immune systems. Incapacitation is the point at which occupants can no longer effect their own escape. An FED value of 1.0 represents the median incapacitating exposure. In other words, 50 % of the general population will be incapacitated at that exposure level. Finally, an FED value of 3.0 represents the value where occupants who are particularly tolerant of combustion gas exposure (extremely fit persons, for example) are likely to become incapacitated.

These thresholds are statistical probabilities, not exact measurements. There is variability in the way individuals respond to toxic atmospheric conditions. FED values above 2.0 are often fatal doses for so-called typical occupants. There is no threshold so low that it can be said to be safe for every exposed occupant.[17]

Deployment Configuration (All times with close stagger adjusted for early and late arrival of first due engine)	Rescue Time for Deployment Configuration (Min : Sec)
2-Person Early	12:47
3-Person Early	9:03
4-Person Early	9:10
5-Person Early	8:57
2-Person Late	14:47
3-Person Late	11:03
4-Person Late	11:10

Table 6: Rescue Time for Different Deployment Configurations

17 See the following sections of ISO Document 13571:
5.2 Given the scope of this Technical Specification, FED and/or FEC values of 1,0 are associated, by definition, with sublethal effects that would render occupants of average susceptibility incapable of effecting their own escape. The variability of human responses to toxicological insults is best represented by a distribution that takes into account varying susceptibility to the insult. Some people are more sensitive than the average, while others may be more resistant (see Annex A.1.5). The traditional approach in toxicology is to employ a safety factor to take into consideration the variability among humans, serving to protect the more susceptible subpopulations.
5.2.1 As an example, within the context of reasonable fire scenarios FED and/or FEC threshold criteria of 0,3 could be used for most general occupancies in order to provide for escape by the more sensitive subpopulations. However, the user of this Technical Specification has the flexibility to choose other FED and/or FEC threshold criteria as may be appropriate for chosen fire safety objectives. More conservative FED and/or FEC threshold criteria may be employed for those occupancies that are intended for use by especially susceptible subpopulations. By whatever rationale FED and FEC threshold criteria are chosen, a single value for both FED and FEC must be used in a given calculation of the time available for escape.

Results from Modeling Methods

Table 8 shows the FED for slow-, medium-, and fast-growth rate fires correlated to rescue times based on crew size and arrival time in the study. As with the room-and-contents fire in part 3, results in Table 8 included only the close-stagger rescue time data. The effect of far-stagger rescue times on occupant tenability should be investigated in future studies. Values above 0.3 are shown in yellow, and those above the median incapacitating exposure of 1.0 are shown in red.

Figure 54 shows that with slow-growth fires in the experimental residential structure, all crew configurations could achieve rescue time before FED reached incapacitating levels. Figure 55 illustrates the greater danger of medium-growth fires, where the FED at rescue time for two-person crews is well above the 0.3 level, and almost to that level for the other crews.

Figure 56 (page 49) vividly illustrates the extreme danger of fast-growth fires. By the time a two-person crew is able to facilitate a rescue, the FED has far exceeded the median 1.0 level. For other crew sizes, the FED has exceeded 0.3, which is a threshold level for vulnerable populations.

Crew Configuration	Rescue Time	Fire Growth Rates		
		Slow	Medium	Fast
2 Early	12:47	.12	.72	1.49
2 Late	14:47	.35	1.37	2.56
3 Early	9:03	.01	.11	.40
3 Late	11:03	.04	.36	.84
4 Early	9:10	.01	.11	.42
4 Late	11:10	.05	.38	.91
5 Early	8:57	.01	.10	.38

KEY	
White	89% or more of population may be capable of effecting their own escape if they are able.
Yellow	Potential for certain sensitive populations (such as children and the elderly) to become incapacitated.
Red	More than 50% of the population would be incapable of effecting their own escape.

Table 8: FED as a Function of Deployment Configuration and Fire Growth Rate

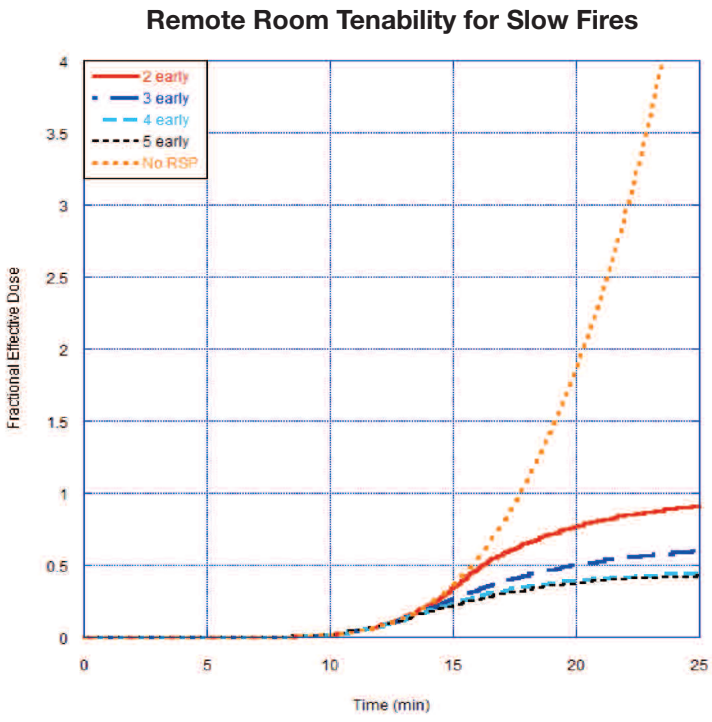


Figure 54: FED Curves for Early Arrival for All Crew Sizes at Slow-Growth Fires

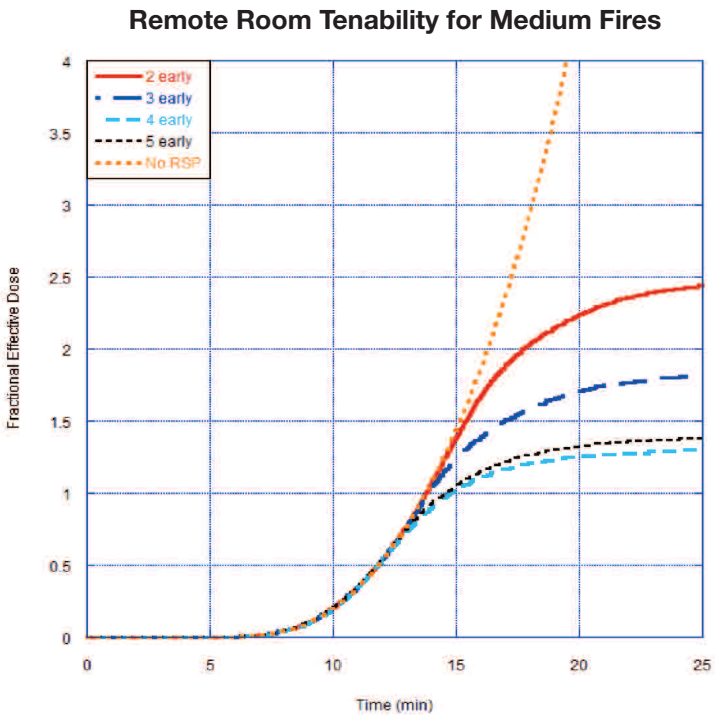


Figure 55: Average FED Curves for Early Arrival for All Crew Sizes at Medium-Growth Fires

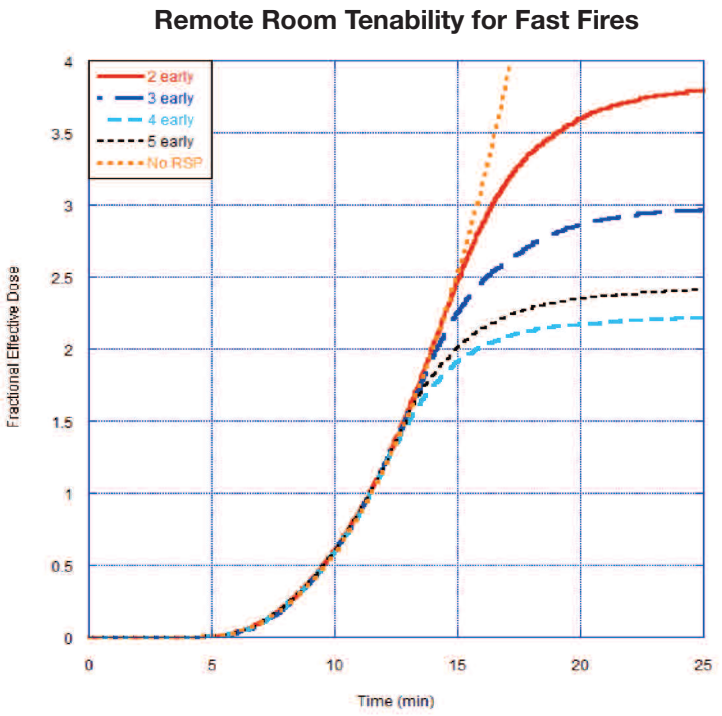


Figure 56: Average FED Curves for Early Arrival for All Crew Sizes at Fast-Growth Fires

Interior Firefighting Conditions and Deployment Configuration

The available time to control a fire can be quite small. Risks to firefighters are lower for smaller fires than larger fires because smaller fires are easier to suppress and produce less heat and fewer toxic gases. Therefore, firefighter deployment configurations that can attack fires earlier in the fire development process present lower risk to firefighters. The longer the duration of the fire development process without intervention, the greater the increase in risk for occupants and responding firefighters. Therefore, time is critical.

Stopping the escalation of the event involves firefighter intervention via critical tasks performed on the fireground. Critical tasks, as described previously, include those tasks that directly affect the spread of fire as well as the associated structural tenability.

There are windows of opportunity to complete critical tasks. A fire in a structure with a typical residential fuel load at six minutes post-ignition is very different from the same fire at eight minutes or at ten minutes post-ignition. Some tasks that are deemed "important" (e.g., scene size-up) for a fire in early stages of growth become critical if intervention tasks are delayed. Time can take away opportunities. If too much time passes, then the window of opportunity to affect successful outcomes (e.g., rescue victim or stop fire spread) closes.

For a typical structure fire event involving a fire department response, there is an incident commander on the scene who determines both the strategy and tactics that will be employed to stop the spread of the fire, rescue occupants, ventilate the structure, and ultimately extinguish the fire. Incident commanders must deal with the fire in the present and make intelligent command decisions based on the circumstances at hand upon arrival. Additionally, arrival time and crew size are factors that contribute to the incident commander's decisions and affect the capability of the firefighters to accomplish necessary tasks on scene in a safe, efficient, and effective manner.

Table 9 illustrates vividly the more dangerous conditions small crews face because of the extra time it takes to begin and complete critical tasks (particularly fire suppression). In the two minutes more it took for the two-person crew (early arrival) than the five-person crew (early arrival) to get water on the fire, a slow growth rate fire would have increased from 1.1 MW to 1.5 MW. This growth would have been even more extreme for a medium-or fast-growth rate fire. The difference is even more substantial for the two-person crew with late arrival as the fire almost doubled in size in the time difference between this crew and the five-person crew.

Based on fire modeling for the low hazard structure studied with a typical residential fuel load, it is likely that medium- and fast-growth rate fires will move beyond the room of origin prior to the arrival of firefighters for all crew sizes. Note that results in Table 8 included only the close-stagger rescue time data. The effect of far-stagger rescue times on occupant tenability should be investigated in future studies. Therefore, the risk level of the event upon arrival will be higher for all crews which must be considered by the incident commander when assigning firefighters to on-scene tasks.

Deployment Configuration	Time to Water on Fire (Min : Sec)	Fire Size at Time of Suppression for Slow-Growth Fires
2-Person, Late Arrival	14:26	2.1 MW
2-Person, Early Arrival	12:26	1.5 MW
3-Person, Late Arrival	13:24	1.8 MW
3-Person, Early Arrival	11:24	1.3 MW
4-Person, Late Arrival	13:11	1.7 MW
4-Person, Early Arrival	11:11	1.3 MW
5-Person, Late Arrival	12:33	1.6 MW
5-Person, Early Arrival	10:33	1.1 MW

Table 9: Fire Size at Time of Fire Suppression

Physiological Effects of Crew Size on Firefighters

Reports on firefighter fatalities consistently document overexertion/overstrain as the leading cause of line-of-duty fatalities. There is strong epidemiological evidence that heavy physical exertion can trigger sudden cardiac events (Mittleman et al. 1993; Albert et al. 2000). Therefore, information about the effect of crew size on physiological strain is very valuable.

During the planning of the fireground experiments, investigators at Skidmore College recognized the opportunity to conduct an independent study on the relationship between firefighter deployment configurations and firefighter heart rates. With the approval of the Institutional Review Board of Skidmore College, they were able to leverage the resources of the field experiments to conduct a separate analysis of the cardiac strain on fire fighters on the fireground.

For details, consult the complete report (Smith 2009). Two important conclusions from the report reinforce the importance of crew size:

- Average heart rates were higher for members of small crews, particularly two-person crews.
- Danger is increased for small crews because the stress of fire fighting keeps heart rates elevated beyond the maximum heart rate for the duration of a fire response, and so the higher heart rates were maintained for sustained time intervals.

Study Limitations

The scope of this study is limited to understanding the relative influence of deployment variables to low-hazard, residential structure fires, similar in magnitude to the hazards described in *NFPA 1710*. The applicability of the conclusions from this report to commercial structure fires, high-rise fires, outside fires, terrorism/natural disaster response, HAZMAT or other technical responses has not been assessed and should not be extrapolated from this report.

Every attempt was made to ensure the highest possible degree of realism in the experiments while complying with the requirements of *NFPA 1403*, but the dynamic environment on the fireground cannot be fully reproduced in a controlled experiment. For example, *NFPA 1403* required a daily walkthrough of the burn prop (including identifying the location of the fire) before ignition of a fire that would produce an Immediately Dangerous to Life and Health (IDLH) atmosphere, a precaution not available to responders dispatched to a live fire.

The number of responding apparatus for each fireground response was held constant (three engines and one truck, plus the battalion chief and aide) for all crew size configurations. The effect of deploying either more or fewer apparatus to the scene was not evaluated.

The fire crews who participated in the experiments typically operate using three-person and four-person staffing. Therefore, the effectiveness of the two-person and five-person operations may have been influenced by a lack of experience in operating at those staffing levels. Standardizing assigned tasks on the fireground was intended to minimize the impact of this factor, which has an unknown influence on the results.

The design of the experiments controlled for variance in performance of the incident commander. In other words, a more-or less-effective incident commander may have a significant influence on the outcome of a residential structure fire.

Although efforts were made to minimize the effect of learning across experiments, some participants took part in more than one experiment, and others did not.

The weather conditions for the experiments were moderate to cold. Frozen equipment such as hydrants and pumps was not a factor. However, the effect of very hot weather conditions on firefighter performance was not measured.

All experiments were conducted during the daylight hours. Nighttime operations could pose additional challenges.

Fire spread beyond the room of origin was not considered in the room and contents tests or in the fire modeling. Therefore, the size of the fire and the risk to the firefighter may be somewhat underestimated for fast-growing fires or slower-response configurations.

There is more than one effective way to perform many of the required tasks on the fireground. Attempts to generalize the results from these experiments to individual departments must take into account tactics and equipment that vary from those used in the experiments.

Conclusions

More than 60 laboratory and full-scale fire experiments were conducted to determine the impact of crew size, first-due engine arrival time, and subsequent apparatus arrival times on firefighter safety and effectiveness at a low-hazard residential structure fire. This report quantifies the effects of changes to staffing and arrival times for low-hazard residential firefighting operations. While resource deployment is addressed in the context of a single structure type and risk level, it is recognized that public policy decisions regarding the cost-benefit of specific deployment decisions are a function of many factors including geography, available resources, community expectations, as well as all local hazards and risks. Though this report contributes significant knowledge to community and fire service leaders in regard to effective resource deployment for fire suppression, other factors contributing to policy decisions are not addressed.

The objective of the experiments was to determine the relative effects of crew size, first-due engine arrival time, and stagger time for subsequent apparatus on the effectiveness of the firefighting crews relative to intervention times and the likelihood of occupant rescue using a parametric design. Therefore, the experimental results for each of these factors are discussed below.

Of the 22 fireground tasks measured during the experiments, the following were determined to have especially significant impact on the success of fire fighting operations. Their differential outcomes based on variation of crew size and/or apparatus arrival times are statistically significant at the 95 % confidence level or better.

Overall Scene Time:

The four-person crews operating on a low-hazard structure fire completed all the tasks on the fireground (on average) seven minutes faster — nearly 30 % — than the two-person crews. The four-person crews completed the same number of fireground tasks (on average) 5.1 minutes faster — nearly 25 % — than the three-person crew. For the low-hazard residential structure fire, adding a fifth person to the crews did not decrease overall fireground task times. However, it should be noted that the benefit of five-person crews has been documented in other evaluations to be significant for medium- and high-hazard structures, particularly in urban settings, and should be addressed according to industry standards.[18]

Time to Water on Fire:

There was a nearly 10 % difference in the "water on fire time" between the two and three-person crews and an additional 6 % difference in the "water on fire time" between the three- and four-person crews (i.e., 16 % difference between the four and two-person crews). There was an additional 6 % difference in the "water on fire'" time between the four- and five-person crews (i.e., 22 % difference between the five and two-person crews).

Ground Ladders and Ventilation:

The four-person crew operating on a low-hazard structure fire can complete laddering and ventilation (for life safety and rescue) 30 % faster than the two-person crew and 25 % faster than the three-person crew.

Primary Search:

The three-person crew started and completed a primary search and rescue 25 % faster than the two-person crew. In the same structure, the four- and five-person crews started and completed a primary search 6 % faster than the three-person crews and 30 % faster than the two-person crew. A 10 % difference was equivalent to just over one minute.

Hose Stretch Time:

In comparing four-and five-person crews to two-and three-person crews collectively, the time difference to stretch a line was 76 seconds. In conducting more specific analysis comparing all crew sizes to a two-person crew the differences are more distinct. A two-person crew took 57 seconds longer than a three-person crew to stretch a line. A two-person crew took 87 seconds longer than a four-person crew to complete the same tasks. Finally, the most notable comparison was between a two-person crew and a five-person crew — more than 2 minutes (122 seconds) difference in task completion time.

Industry Standard Achieved:

The "industry standard achieved" time started from the first engine arrival at the hydrant and ended when 15 firefighters were assembled on scene.[19] An effective response force was assembled by the five-person crews three minutes faster than the four-person crews. According to study deployment protocal, the two- and three-person crews were unable to assemble enough personnel to meet this standard.

Occupant Rescue:

Three different "standard" fires (slow-, medium-, and fast-growth rate) were simulated using the Fire Dynamics Simulator (FDS) model. The fires grew exponentially with time. The fire modeling simulations demonstrated that two-person, late arriving crews can face a fire that is twice the intensity of the fire faced by five-person, early arriving crews. The rescue scenario was based on a nonambulatory occupant in an upstairs bedroom with the bedroom door open.

Independent of fire size, there was a significant difference between the toxicity, expressed as fractional effective dose (FED), for occupants at the time of rescue depending on arrival times for all crew sizes. Occupants rescued by crews starting tasks two minutes earlier had lesser exposure to combustion products.

The fire modeling showed clearly that two-person crews cannot complete essential fireground tasks in time to rescue occupants without subjecting either firefighters or occupants to an increasingly hazardous atmosphere. Even for a slow-growth rate fire, the FED was approaching the level at which sensitive populations, such as children and the elderly are threatened. For a medium-growth rate fire with two-person crews, the FED was far above that threshold and approached the level affecting the median sensitivity in general population. For a fast-growth rate fire, the FED was well above the median level at which 50 % of the general population would be incapacitated. Larger crews responding to slow-growth rate fires can rescue most occupants prior to incapacitation along with early-arriving larger crews responding to medium-growth rate fires. The result for late-arriving (two minutes later than early-arriving) larger crews may result in a threat to sensitive populations for medium-growth rate fires." The new sentence is consistent with our previous description for two-person crews where we identify a threat to sensitive populations.. Statistical averages should not, however, mask the fact that there is no FED level so low that every occupant in every situation is safe.

18 NFPA Standard 1710 - A.5.2.4.2.1 …Other occupancies and structures in the community that present greater hazards should be addressed by additional fire fighter functions and additional responding personnel on the initial full alarm assignment.

19 NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Section 5.2.1 – Fire Suppression Capability and Section 5.2.2 Staffing.

Summary:

The results of these field experiments contribute significant knowledge to the fire service industry. First, the results establish a technical basis for the effectiveness of company crew size and arrival time in *NFPA 1710*. The results also provide valid measures of total effective response force assembly on scene for fireground operations, as well as the expected performance of time-to-critical-task measures for a low-hazard structure fires. Additionally, the results provide tenability measures associated with the occupant exposure rates to the range of fires considered by the fire model.

Future Research

In order to realize a significant reduction in firefighter line-of-duty death (LODD) and injury, fire service leaders must focus directly on resource allocation and the deployment of resources, both contributing factors to LODD and injury. Future research should use similar methods to evaluate firefighter resource deployment to fires in medium- and high-hazard structures, including multiple-family residences and commercial properties. Additionally, resource deployment to multiple-casualty disasters or terrorism events should be studied to provide insight into levels of risks specific to individual communities and to recommend resource deployment proportionate to such risk. Future studies should continue to investigate the effects of resource deployment on the safety of both firefighters and the civilian population to better inform public policy.

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APPENDIX A: Laboratory Experiments

The fire suppression and resource deployment experiments consisted of four distinct parts: laboratory experiments, time-to-task experiments, room and contents experiments and fire modeling. The purpose of the laboratory experiments was to assure a fire in the field experiments that would consistently meet *NFPA 1403* requirements for live fire training exercises. The laboratory experiments enabled investigators to characterize the burning behavior of the wood pallets as a function of:

- number of pallets and the subsequent peak heat release rate
- compartment effects on burning of wood pallets
- effect of window ventilation on the fire
- effect on fire growth rate of the loading configuration of excelsior (slender wood shavings typically used as packing material)

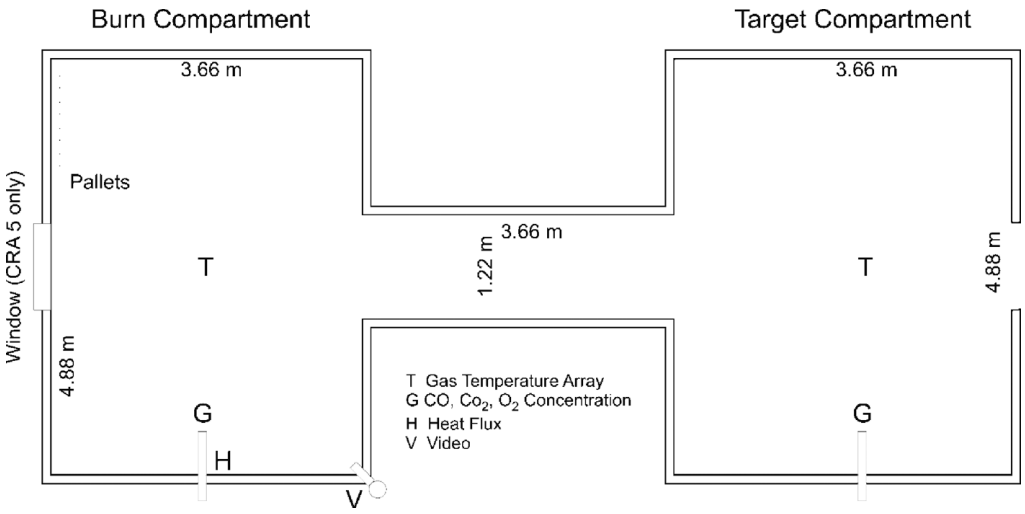


Figure A-1. Compartment Configuration and Instrumentation for Pallet Tests

Design and Construction

Figure A-1 shows the experimental configuration for the compartment pallet burns. Two identically sized compartments (3.66 m x 4.88 m x 2.44 m) were connected by a hallway (4 m x 1 m x 2.4 m). At each end of the hallway, a single door connected the hallway to each of the compartments. In the burn compartment, a single window (3 m x 2 m) was covered with noncombustible board that was opened for some experiments and closed for others. At the end of test, it was opened to extinguish the remaining burning material and to remove any debris prior to the next test. In the second compartment, a single doorway connected the compartment to the rest of the test laboratory. It was kept open throughout the tests allowing the exhaust to flow into the main collection hood for measurement of heat release rate.

The structure was constructed of two layer of gypsum wallboard over steel studs. The floor of the structure was lined with two layers of gypsum wallboard directly over the concrete floor of the test facility. In the burn compartment, an additional lining of cement board was placed over the gypsum walls and ceiling surfaces near the fire source to minimize fire damage to the structure after multiple fire experiments. A doorway 0.91 m wide by 1.92 m tall connected the burn compartment to the hallway and an opening 1 m by 2 m connected the hallway to the target compartment. Ceiling height was 2.41 m throughout the structure, except for the slight variation in the burn room.

Fuel Source

The fuel source for all of the tests was recycled hardwood pallets constructed of several lengths of hardwood boards nominally 83 mm wide by 12.7 mm thick. Lengths of the individual boards ranged from nominally 1 m to 1.3 m. The finished size of a single pallet was approximately 1 m by 1.3 m by 0.11 m. **Figure A-2** shows the fuel source for one of the tests including six stacked pallets and excelsior ignition source. For an ignition source, excelsior was placed within the pallets, with the amount and location depending on the ignition scenario. Figure A-3 shows the pallets prior to a slow and a fast ignition scenario fire. Table A-1 details the total mass of pallets and excelsior for each of the free burn and compartment tests.

Experimental Conditions

The experiments were conducted in two series. In the first series, heat release measurements were made under free burn conditions beneath a 6 m by 6 m hood used to collect combustion gases and provide the heat release rate (HRR) measurement. A second series of tests was conducted with the fire in a compartmented structure to assess environmental conditions within the structure during the fires and determine the effect of the compartment enclosure on the fire growth. Table A-1 presents a summary of the tests conducted.



Figure A-2. Pallets and Excelsior Ignition Source Used as a Fuel Source

Table A-1. Tests Conducted and Ambient Conditions at Beginning of Each Test

Test	Test Type	Number of Pallets	Ignition Scenario	Total Pallet Mass (kg)	Excelsior Mass (kg)
PAL 1	Free burn	4	Fast	79.3	8.1
PAL 2	Free burn	6	Fast	118.8	15.1
PAL 3	Free burn	8	Fast	146.7	16.2
PAL 4	Free burn	4	Slow	51.0	1.65
PAL 5	Free burn	6	Slow	160.3	0.85
CRA 1	Compartment	6	Slow	114.0	0.83
CRA 2	Compartment	4	Slow	69.7	
CRA 3	Compartment	4	Fast	71.1	0.8
CRA 4	Compartment	4	Slow	73.9	0.83
CRA 5	Compartment	4	Slow	73.8	0.85

Notes: PAL stands for "pallet" and CRA ("Community Risk Assessment") is the designator for the configuration of pallets burned in the compartment. Efforts were made to use the same amount of excelsior mass for CRA 2 (~0.8 kg), but the value was not measured.



Figure A-3. Fuel and Excelsior Source for Slow (top) and Fast (bottom) Ignition Scenarios

Measurements Conducted

Heat release rate (HRR) was measured in all tests. HRR measurements were conducted under the 3 m by 3 m calorimeter at the NIST Large Fire Research Laboratory. The HRR measurement was based on the oxygen consumption calorimetry principle first proposed by Thornton (Thornton 1917) and developed further by Huggett (Huggett 1980) and Parker (Parker 1984). This method assumes that a known amount of heat is released for each gram of oxygen consumed by a fire. The measurement of exhaust flow velocity and gas volume fractions (O_2, CO_2 and CO) were used to determine the HRR based on the formulation derived by Parker (Parker 1984) and Janssens (Janssens 1981). The combined expanded relative uncertainty of the HRR measurements was estimated at ± 14 %, based on a propagation of uncertainty analysis (Bryant 2004).

For the compartment fire tests, gas temperature measurements were made in the burn compartment and in the target compartment connected by a hallway to the burn compartment using 24 gauge bare-bead chromel-alumel (type K) thermocouples positioned in vertical array. Thermocouples were located at the center of each compartment at locations 0.03 m, 0.30 m, 0.61 m, 0.91 m, 1.22 m, 1.52 m, 1.83 m, and 2.13 m from the ceiling. The expanded uncertainty associated with a type K thermocouple is approximately ± 4.4° C. (Omega 2004)

Gas species were continuously monitored in the burn compartment at a level 0.91 m from the ceiling at a location centered on the side wall of the compartment, 0.91 m from the wall. Oxygen was measured using paramagnetic analyzers. Carbon monoxide and carbon dioxide were measured using non-dispersive infrared (NDIR) analyzers. All analyzers were calibrated with nitrogen and a known concentration of gas prior to each test for a zero and span concentration calibration. The expanded relative uncertainty of each of the span gas molar fractions is estimated to be ± 1 %.

Total heat flux was measured on the side wall of the enclosure at a location centered on the side wall, 0.61 m from the ceiling level. The heat flux gauges were 6.4 mm diameter Schmidt-Boelter type, water cooled gauges with embedded type-K thermocouples (see Figure A-4). The manufacturer reports a ± 3 % expanded uncertainty in the response calibration (the slope in kW/m²/mV). Calibrations at the NIST facility have varied within an additional ± 3 % of manufacturer's calibration. For this study, an uncertainty of ± 6 % is estimated.



Figure A-4: Heat Flux Gauge with Radiation Shielding

Test	Test Type	Number of Pallets	Ignition Scenario	Peak HRR (kW)	Time to Peak HRR (s)
PAL 1	Free burn	4	Fast	2144	205
PAL 2	Free burn	6	Fast	2961	320
PAL 3	Free burn	8	Fast	3551	301
PAL 4	Free burn	4	Slow	1889	385
PAL 5	Free burn	6	Slow	2410	986
CRA 1	Compartment	6	Slow	1705	1102
CRA 2	Compartment	4	Slow	1583	649
CRA 3	Compartment	4	Fast	1959	159
CRA 4	Compartment	4	Slow	1620	775
CRA 5	Compartment	4	Slow	1390	927

Table A-2. Peak Heat Release Rate During Several Pallet Tests in Free-burn and in a Compartment

Results

Table A-2 shows the peak HRR and time to peak HRR for the free burn tests and for the compartment tests. Figure A-5 includes images from the free burn experiments near the time of peak HRR for each of the experiments. Figure A-6 illustrates the progression of the fire from the exit doorway looking down the hallway to the burn compartment for one of the tests. Figure A-7 to Figure A-10 present graphs of the heat release rate for all of the tests. Figure A-11 through Figure A-15 shows the gas temperature, major gas species concentrations, and heat flux in the burn compartment and target compartment in the five compartment tests.

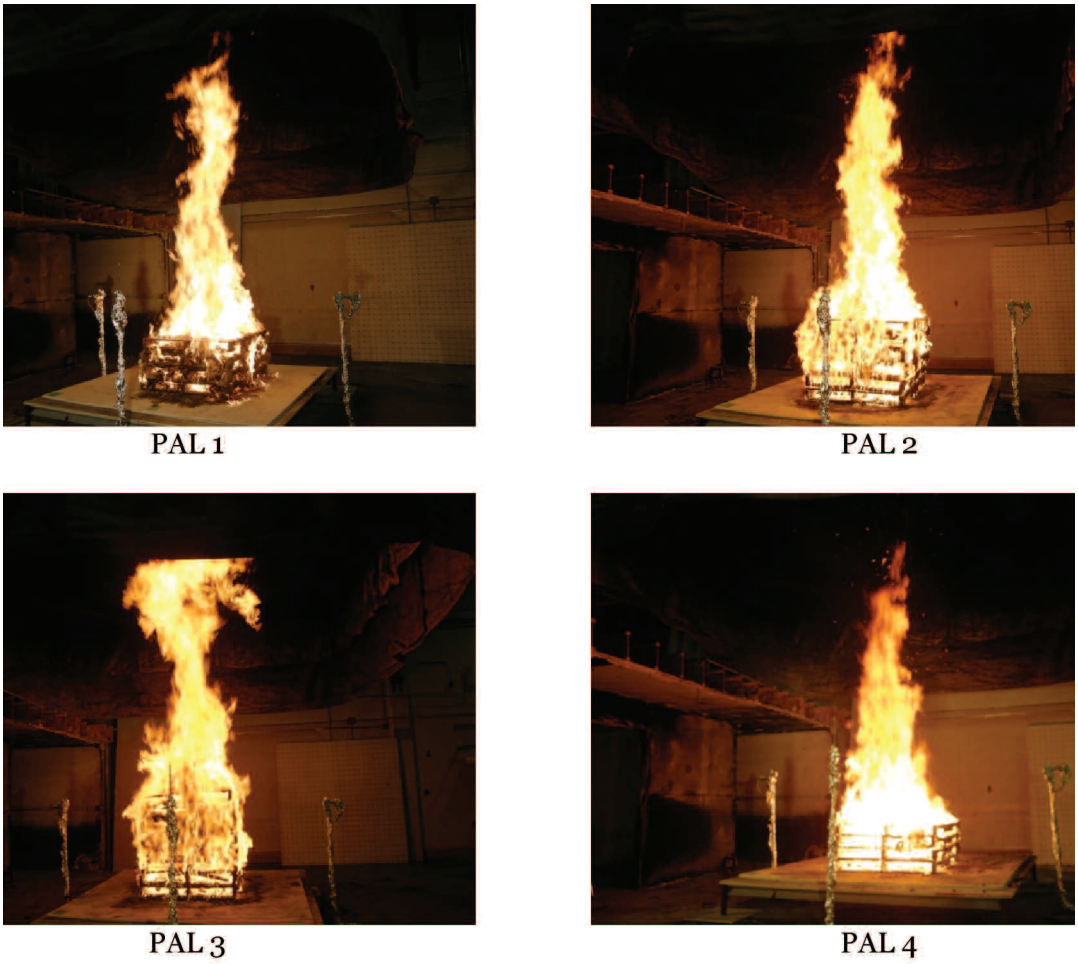


Figure A-5. Free-Burn Experiments Near Time of Peak Burning



Figure A-6. Example Fire Progression from Test CRA 1

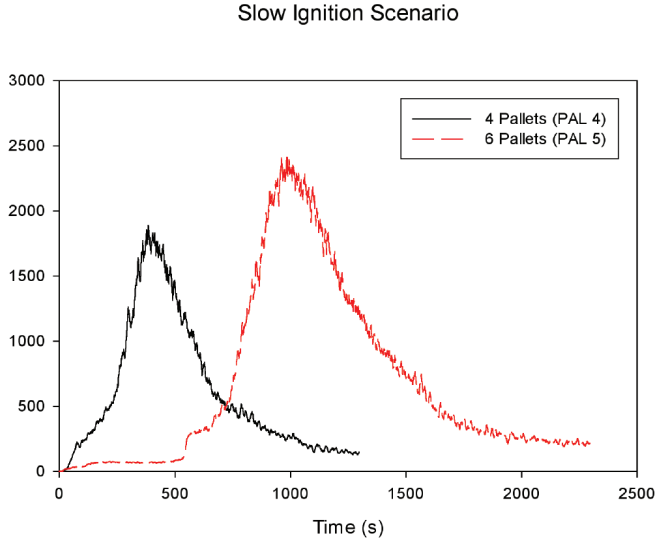


Figure A-7. HRR, Slow Ignition, Free Burn Scenario

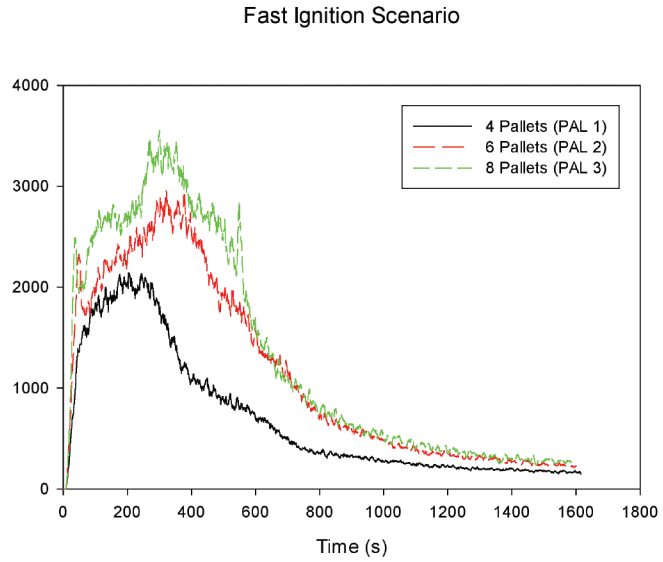


Figure A-8. HRR, Fast Igntion, Free Burn Scenario

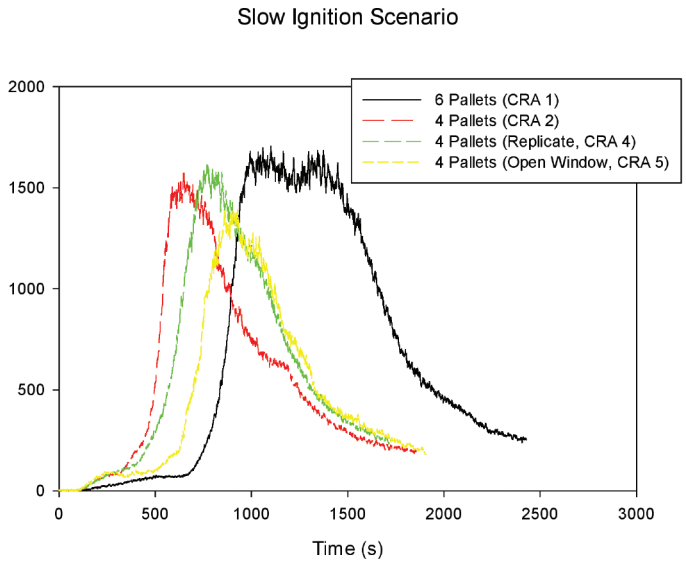


Figure A-9. HRR, Slow Ignition, Compartment Test

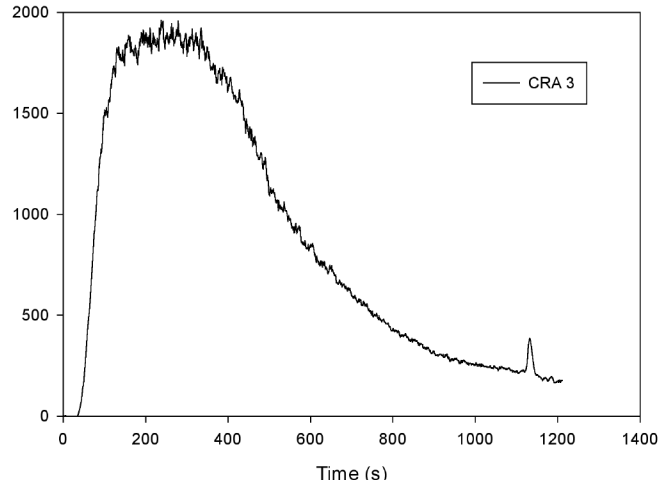


Figure A-10. HRR, Fast Ignition, Compartment Test

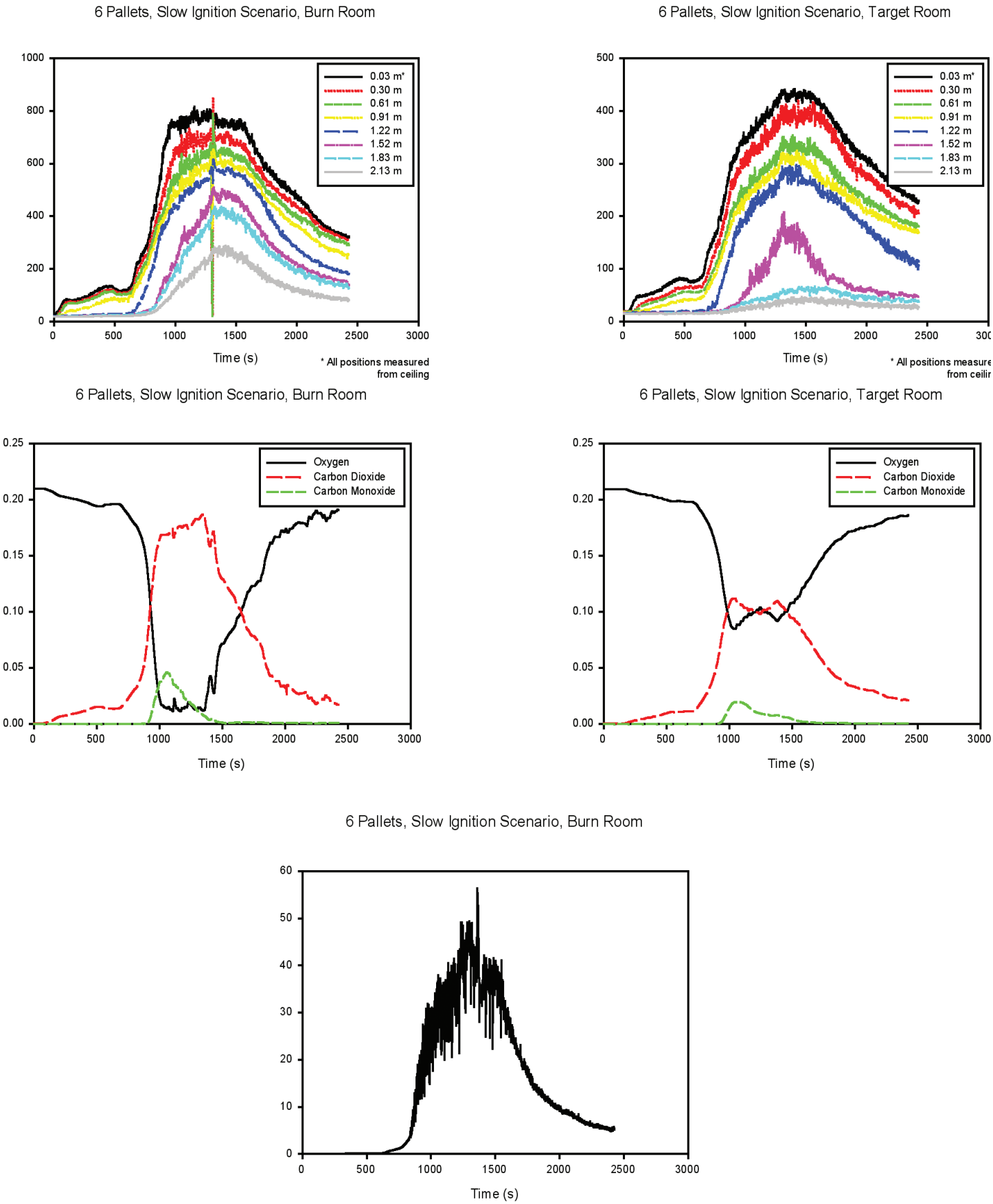
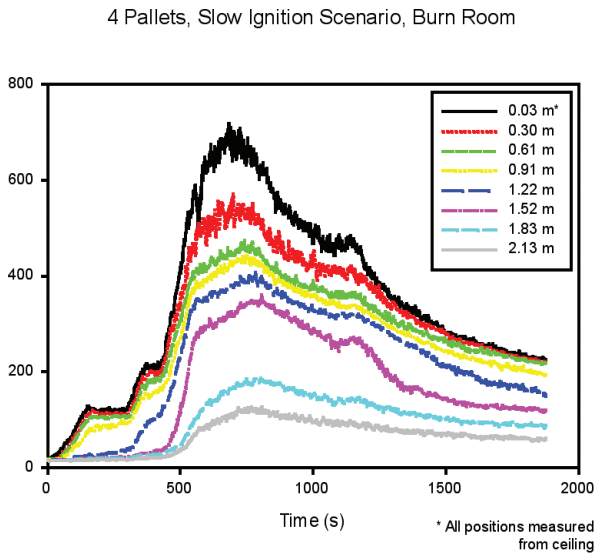
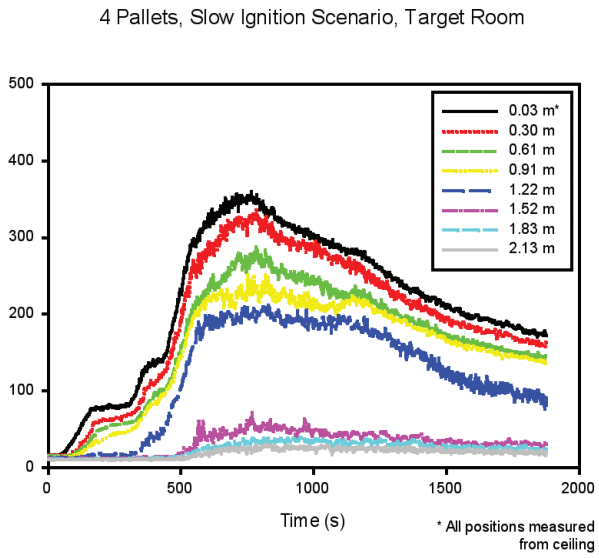
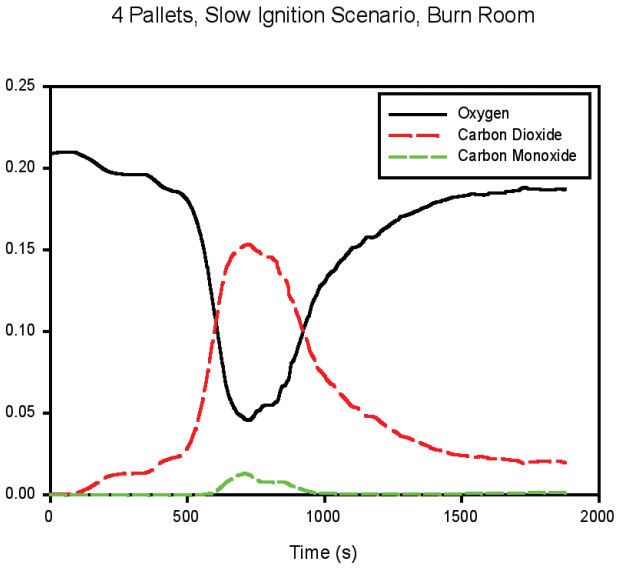
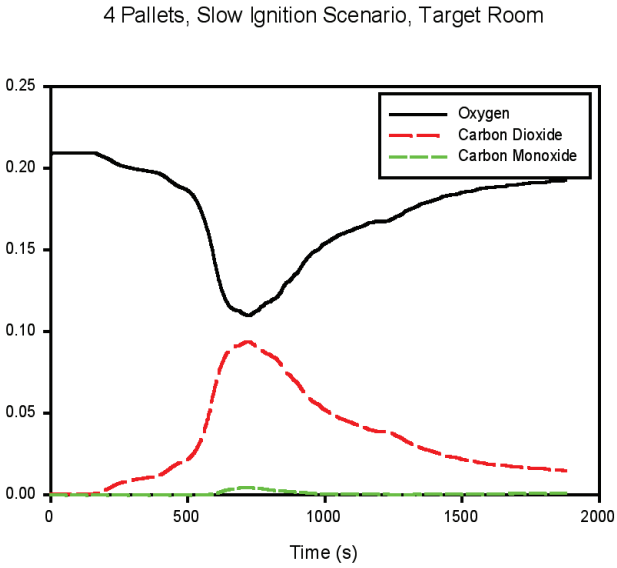


Figure A-11. Temperature, Gas Concentration, and Heat Flux During Test CRA 1, 6 Pallets, Slow Ignition Scenario









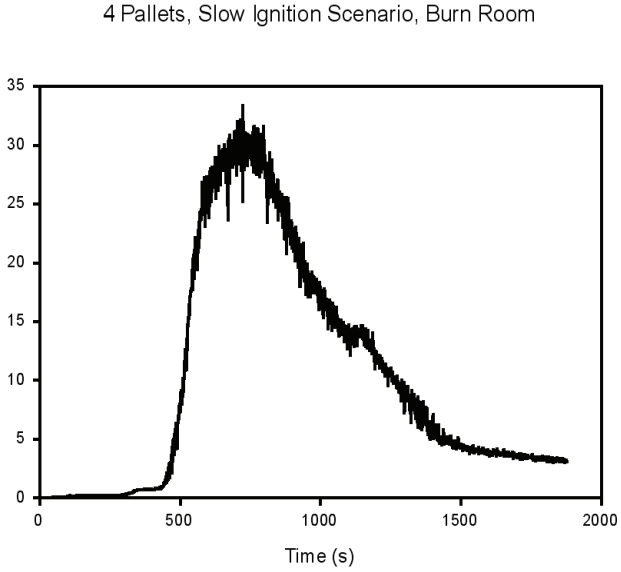
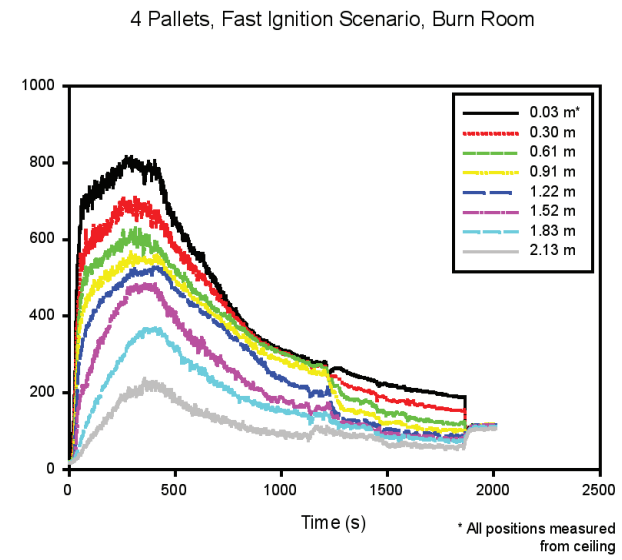
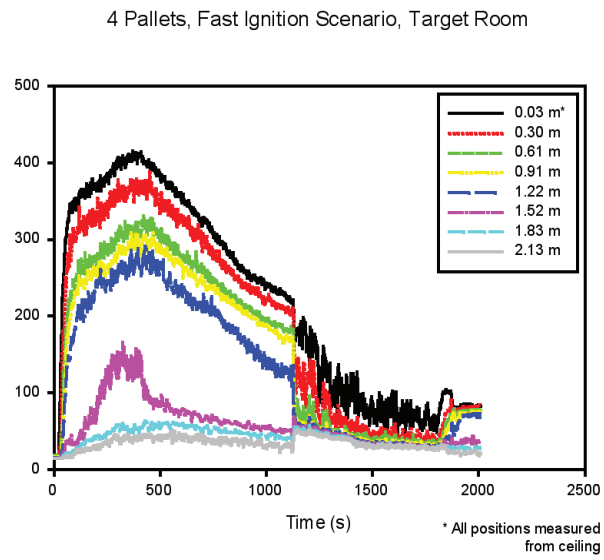
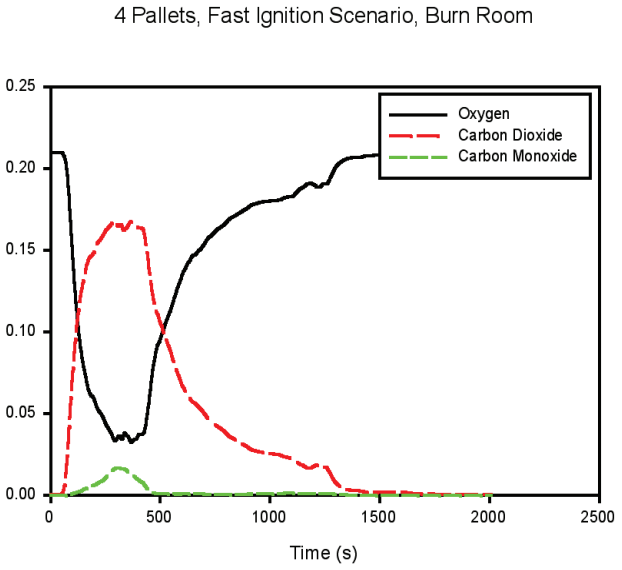
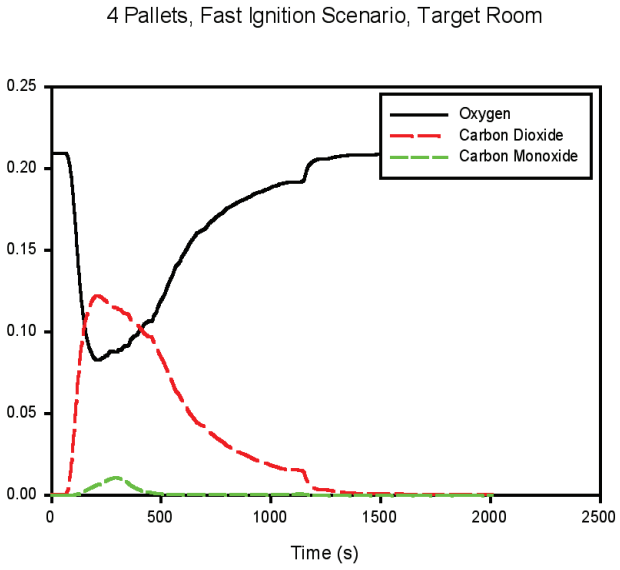


Figure A-12. Temperature, Gas Concentration, and Heat Flux During Test CRA 2, 4 Pallets, Slow Ignition Scenario









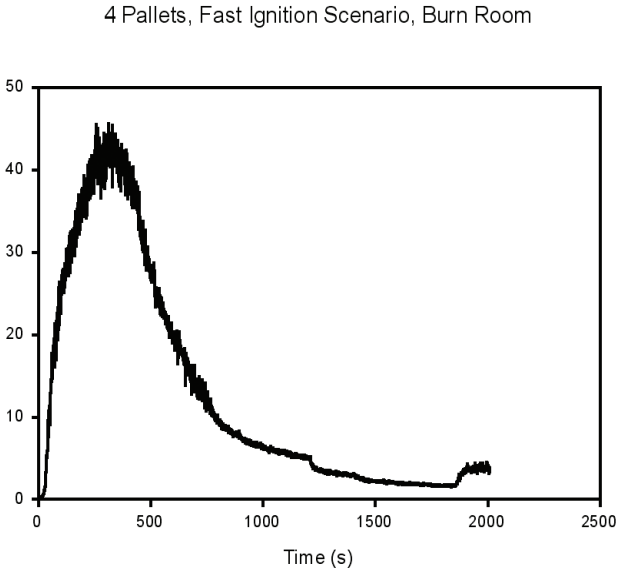
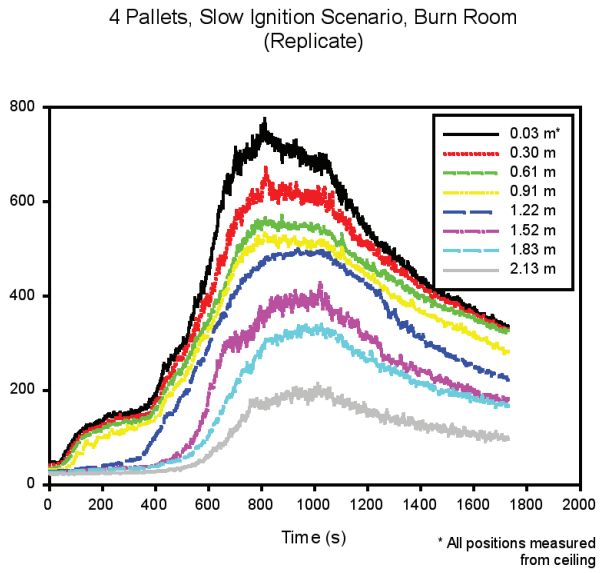
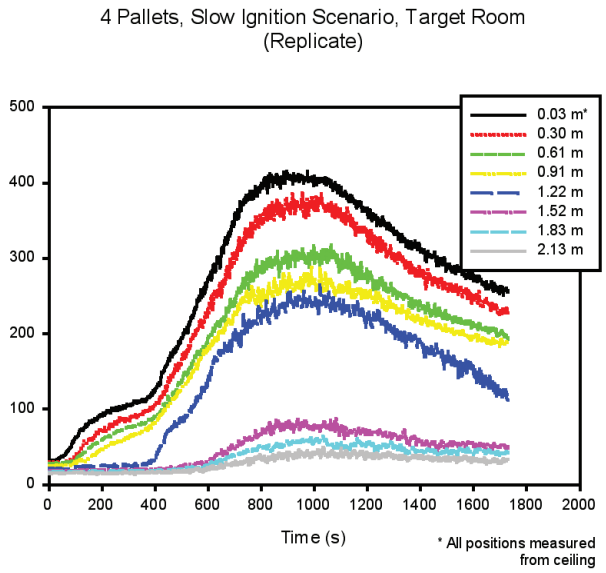
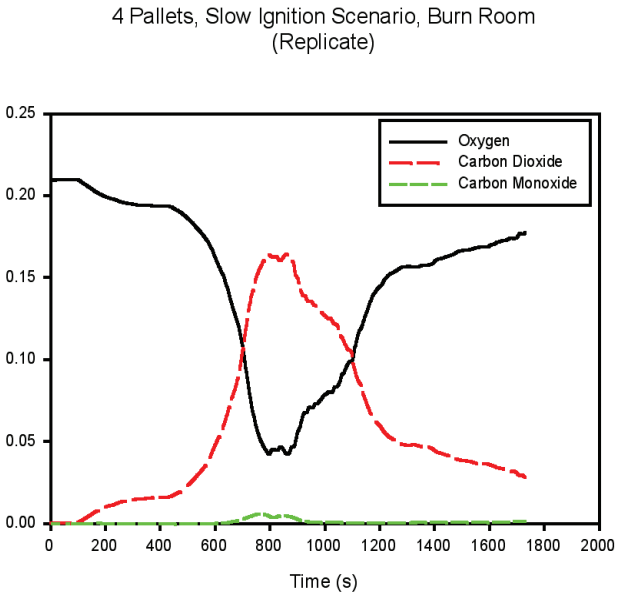
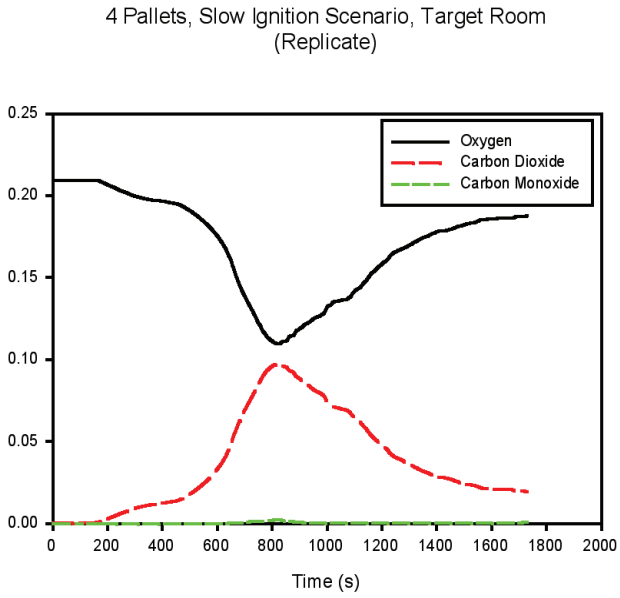


Figure A-13. Temperature, Gas Concentration, and Heat Flux During Test CRA 3, 4 Pallets, Fast Ignition Scenario









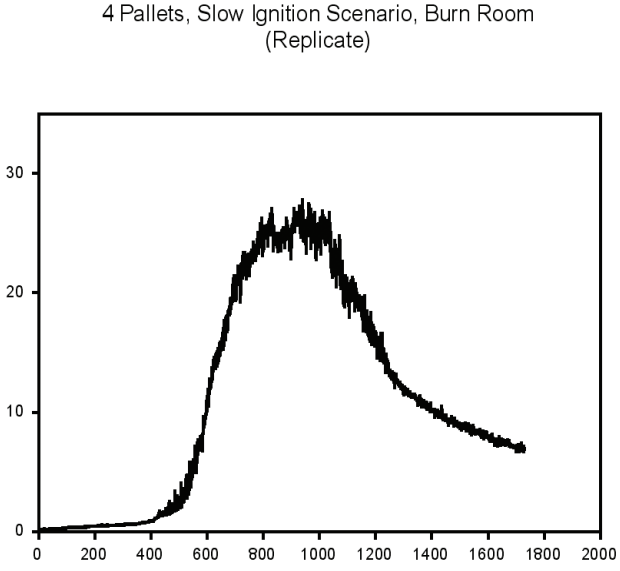
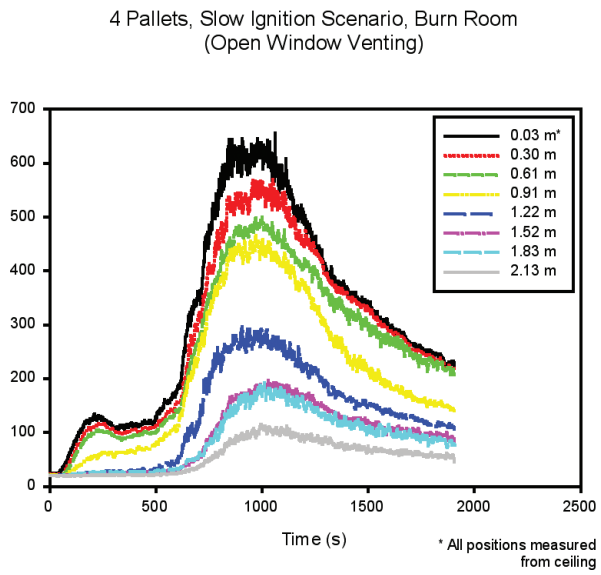
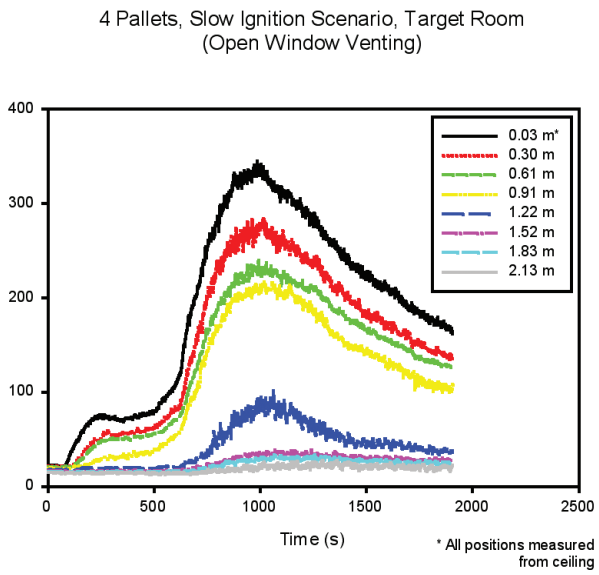
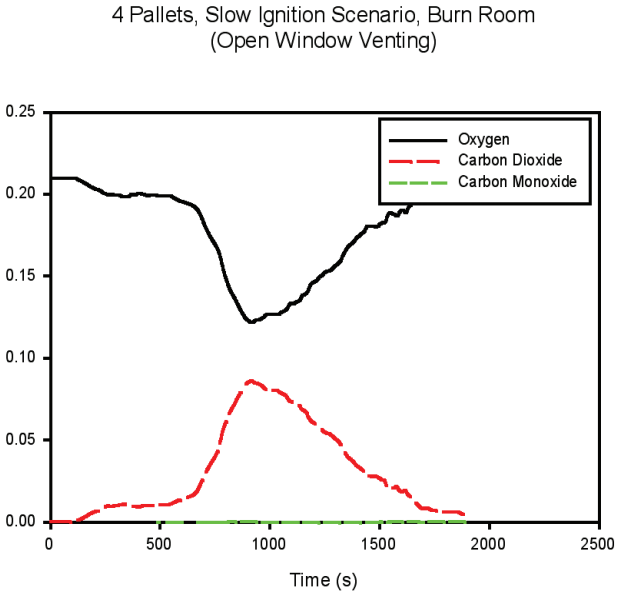
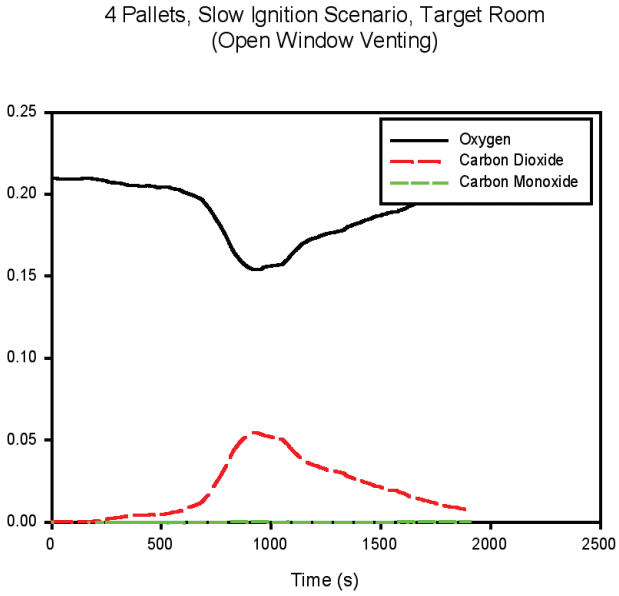


Figure A-14. Temperature, Gas Concentration, and Heat Flux During Test CRA 4, 4 Pallets, Slow Ignition Scenario (Replicate)









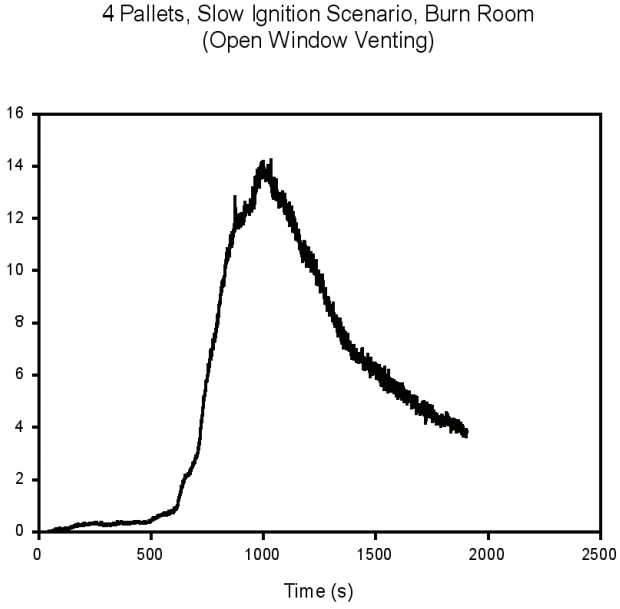


Figure A-15. Temperature, Gas Concentration, and Heat Flux During Test CRA 5, 4 Pallets, Slow Ignition Scenario (Open Window Venting)

APPENDIX B: Designing Fuel Packages for Field Experiments

Based upon the results of the laboratory experiments, the project team determined that four pallets would provide both a realistic fire scenario, as well as a repeatable and well-characterized fuel source. Varying the placement and quantity of excelsior provided significant variance in the rate of fire growth. Prior to finalization of the fuel package and construction specifications, modeling was used to ensure that the combination of fuel and residential geometry would result in untenable conditions throughout the structure without subjecting the firefighters to unsafe testing conditions. Therefore, CFAST (the consolidated fire and smoke transport model (Jones 2000)) and FDS (fire dynamics simulator model (McGrattan 2006)) were used to predict the temperatures and toxic species within the structure as a function of the experimentally determined heat release rates. The results summarized below confirmed that the building geometry and fuel package produced adequate variation in tenability conditions in the residential structure and ensured that the room of origin would not reach flashover conditions (a key provision of *NFPA 1403*). Meeting these conditions provided the foundation for experiments to meet the two primary objectives of fire department response: preservation of life and property.

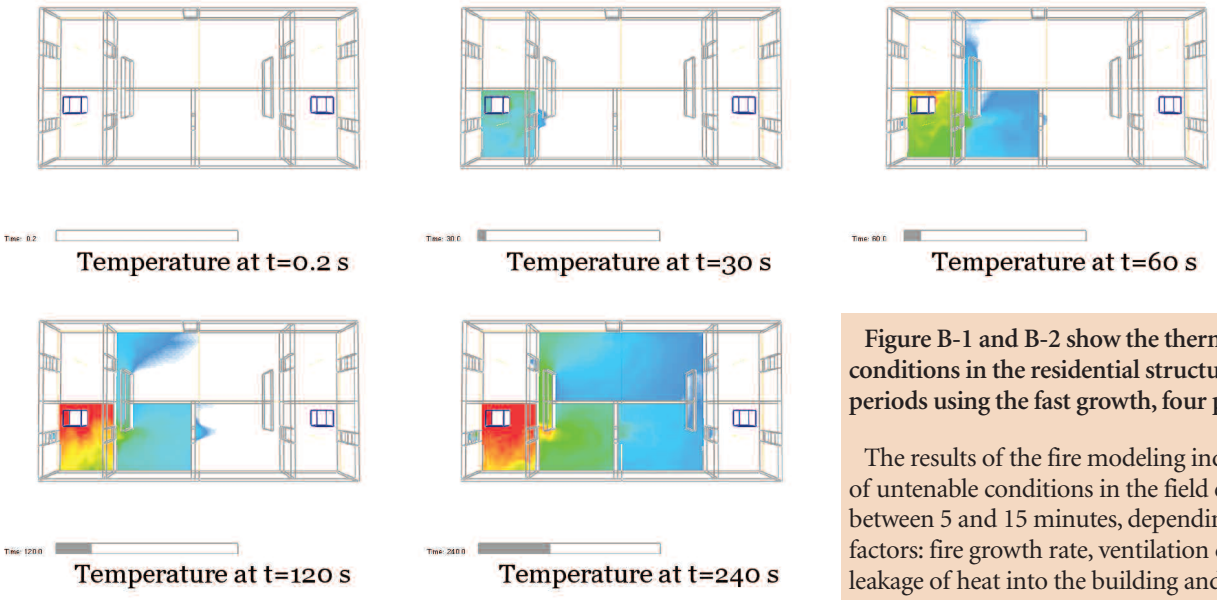


Figure B-1 and B-2 show the thermal and smoke conditions in the residential structure at different time periods using the fast growth, four pallet fuel package.

The results of the fire modeling indicated development of untenable conditions in the field experiments between 5 and 15 minutes, depending upon several factors: fire growth rate, ventilation conditions, the total leakage of heat into the building and through leakage paths, and firefighter intervention. This time frame allowed for differentiation of the effectiveness of various fire department deployment models.

Figure B-1: Time-dependent temperature contours in field structure with fast growth fire

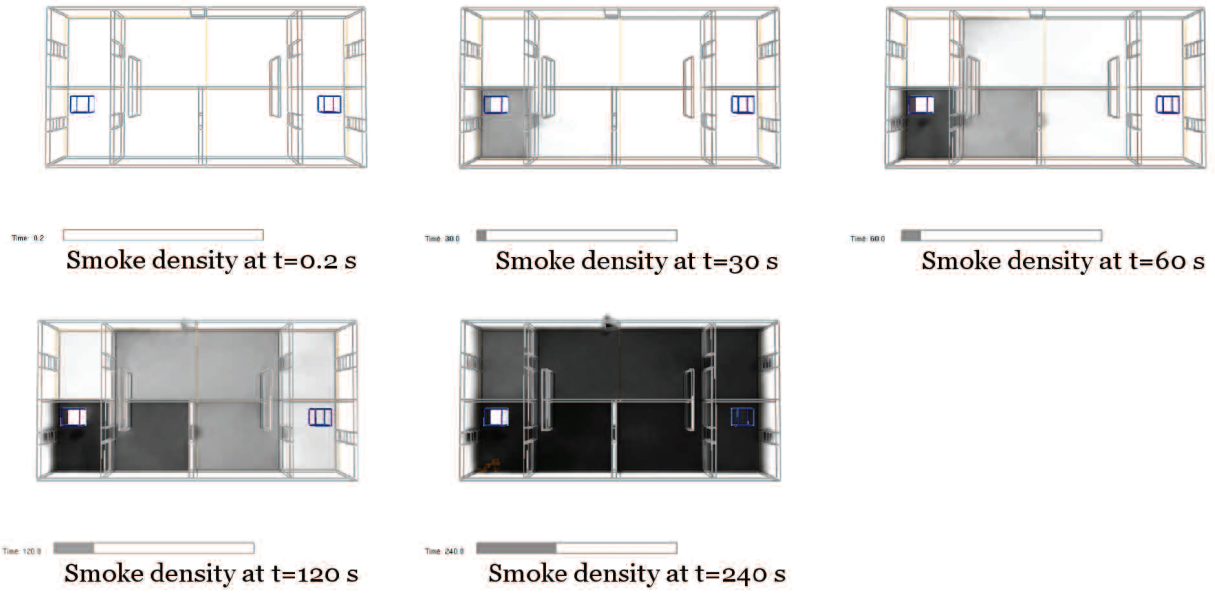


Figure B-2: Time-dependent smoke density contours in field structure with fast growth fire

APPENDIX C: Temporary Burn Prop Construction and Instrumentation

Through the generosity of the Montgomery County (MD), an open space was provided to construct a temporary burn prop at the Montgomery County Fire and Rescue Training Facility in Rockville, MD. The area had ready access to water and electrical utilities. A licensed general contractor was retained, including a structural engineer for the design of critical ceiling members, and the burn prop was constructed over a several month period in late 2008.

The burn prop consisted of two 2,000 ft.^{2} (186 m^2) floors totaling 4,000 ft.^{2} (372 m^2). An exterior view of two sides of the burn prop is shown in Figure C-1.

Additional partitions were installed by NIST staff to create a floor plan representative of a two-story, 186 m^2 (2,000 ft.^{2}) single family residence. Note that the structure does not have a basement and includes no exposures. The overall dimensions are consistent with the general specifications of a typical low hazard residential structure that many fire departments respond to on a regular basis, as described in *NFPA 1710*.

Further details about typical single family home designs are not provided in the standard. Therefore, a floor plan representative of a typical single family home was created by the project team. Details and floor plan dimensions are shown in Figure C-2.



Figure C-1: View of two sides of the burn prop

The black lines indicate load-bearing reinforced concrete walls and red lines indicate the gypsum over steel stud partition walls. The ceiling height, not shown in Figure C-2, is 94 in. (2.4 m) throughout the entire structure except in the burn compartments, where the ceiling height is 93 in. (2.4 m). The purpose of the partition walls was to symmetrically divide the structure about the short axis in order to allow one side of the test structure to cool down and dry-out after a fire test with suppression while conducting experiments on the other side.

The concrete walls original to the burn prop were 8 in. (204 mm) thick steel reinforced poured concrete and the floors on the first level and second levels were 4 in. (102 mm) thick poured concrete. The support structure for the second floor and the roof consisted of corrugated metal pan welded to open web steel joists. The dimensions of the joists are shown in Figure C-3. The ceiling was constructed from ½ in. (13 mm) thick cement board fastened to the bottom chord of the steel joists. Partition walls were constructed from 5/8 in. (17 mm) thick gypsum panels attached to 20 gauge steel studs fastened to steel track, spaced 16 in. (407 mm) on center.

Additional construction was implemented in the burn compartments to address thermal loading and hose stream impingement concerns. Spray-on fireproofing was applied to the steel joists prior to fastening the ceiling, as shown in Figure C-4. The ceilings were constructed with three layers of ½ in. (13 mm) cement board, as opposed to one layer construction in the rest of the building. Each layer was fastened in a different direction so that seams of adjacent layers ran orthogonally. The difference in ceiling heights previously

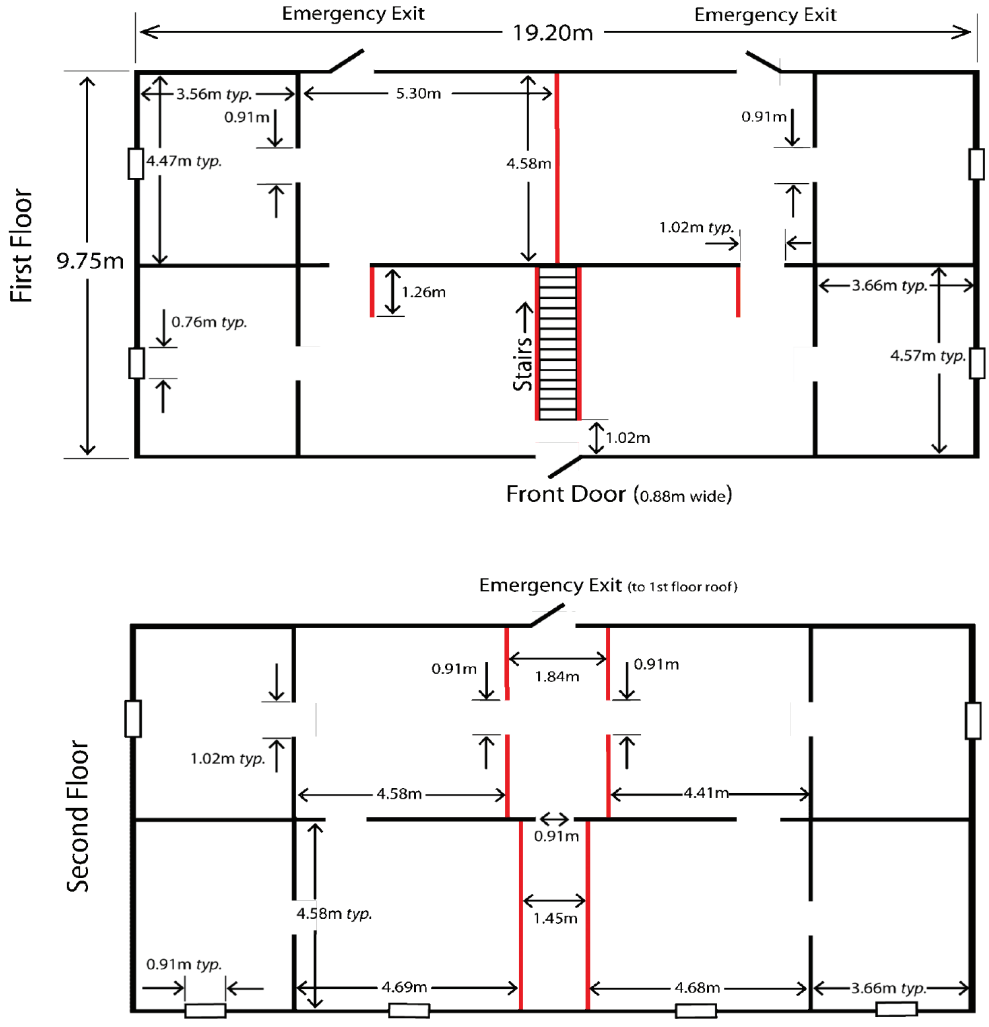


Figure C-2: Dimensions of the Burn Prop Floor Plan

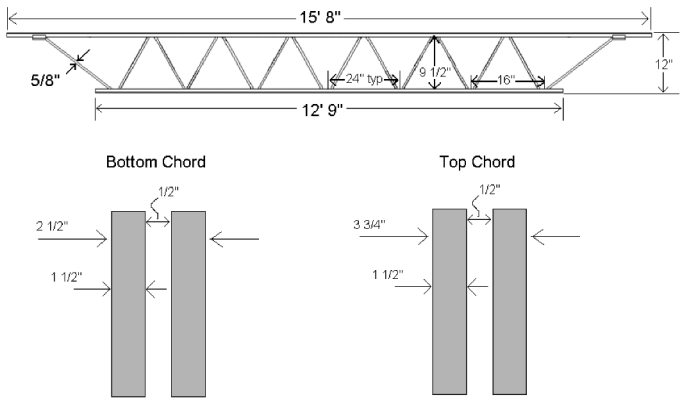


Figure C-3: Structural Steel Dimensions

mentioned is the result of the two additional sheets of cement board. The burn compartment walls were constructed from a single layer of ½ in. (13 mm) cement board over a single layer of 5/8 in. (16 mm) gypsum board, attached to 7/8 in. (22 mm) offset metal furring strips. Particular care was taken so that all ceiling and partition wall seams were filled with chemically-setting type joint compound to prevent leakage into the interstitial space between the ceiling and the floor above. After construction of the ceiling was complete, a dry-standpipe deluge system was installed with one head in each burn room to provide emergency suppression. During an experiment, a 2.5 in. (104 mm) ball valve fitting was attached and charged from a nearby hydrant. Figure C-5 was taken during the process of replacing "worn out" ceiling panels and shows the additional construction implemented in the burn room as well as the deluge sprinkler head.

Windows and exterior doors were constructed to be non-combustible. Windows were fabricated from 0.25 in. (10 mm) thick steel plate and the exterior doors were of prefabricated hollow-core steel design. The windows on the first floor were 30 in. (0.76 m) width x 36 in. (0.91 m) height and 36 in. (0.91 m) width x 40 in. (1.02 m) height on the second floor. Exterior doors were 35.8 in. (0.88 m) width x 80.5 in. (2.03 m) height. There were no doors attached to the doorways inside the structure. Figure C-6 shows the construction of the burn prop windows as well as the NFPA 1403-compliant latch mechanism. Figure C-7 is a picture of the interior of the burn prop taken just outside the burn compartment, showing the construction of the ceiling, interior doorway construction, gypsum wing wall and the joint compound used to seal seams in the ceiling and walls.

Instrumentation

After construction, the instrumentation to measure the propagation of products of combustion was installed throughout the burn prop. The instrumentation plan was designed to measure gas temperature, gas concentrations, heat flux, visual obscuration, video, and time during the experiments. The data were recorded at intervals of 1 s on a computer based data acquisition system. A schematic plan view of the instrumentation arrangement is shown in Figure C-8.

Table C-1 gives the locations of all of the instruments. Measurements taken prior to the compartment fire experiments were length, wood moisture content, fuel mass and weather conditions (relative humidity, temperature, wind speed and direction). Gas temperatures were measured with two different constructs of type K (Chromel-Alumel) thermocouples. All thermocouples outside the burn compartments were fabricated from 30 gauge glass-wrapped thermocouple wire. Vertical arrays of three thermocouples were placed near the front door on the north side and south sides of the stairwell on the first floor. On the second floor, vertical arrays of eight thermocouples were placed near the center of each target room. Inside the burn compartments, seven 3.2 mm (0.125 in.) exposed junction thermocouples and 0.76 m (30 in.) SUPER OMEGACLAD XL® sheathed thermocouple probes were arranged in a floor-to-ceiling array. Figure C-9 shows the vertical array in the burn



Figure C-4: Fireproofing added to structural steel



Figure C-5: Additional construction of burn room walls and ceiling and deluge sprinkler head.



Figure C-6: Window & Latch Construction



Figure C-7: Interior View of Burn Prop

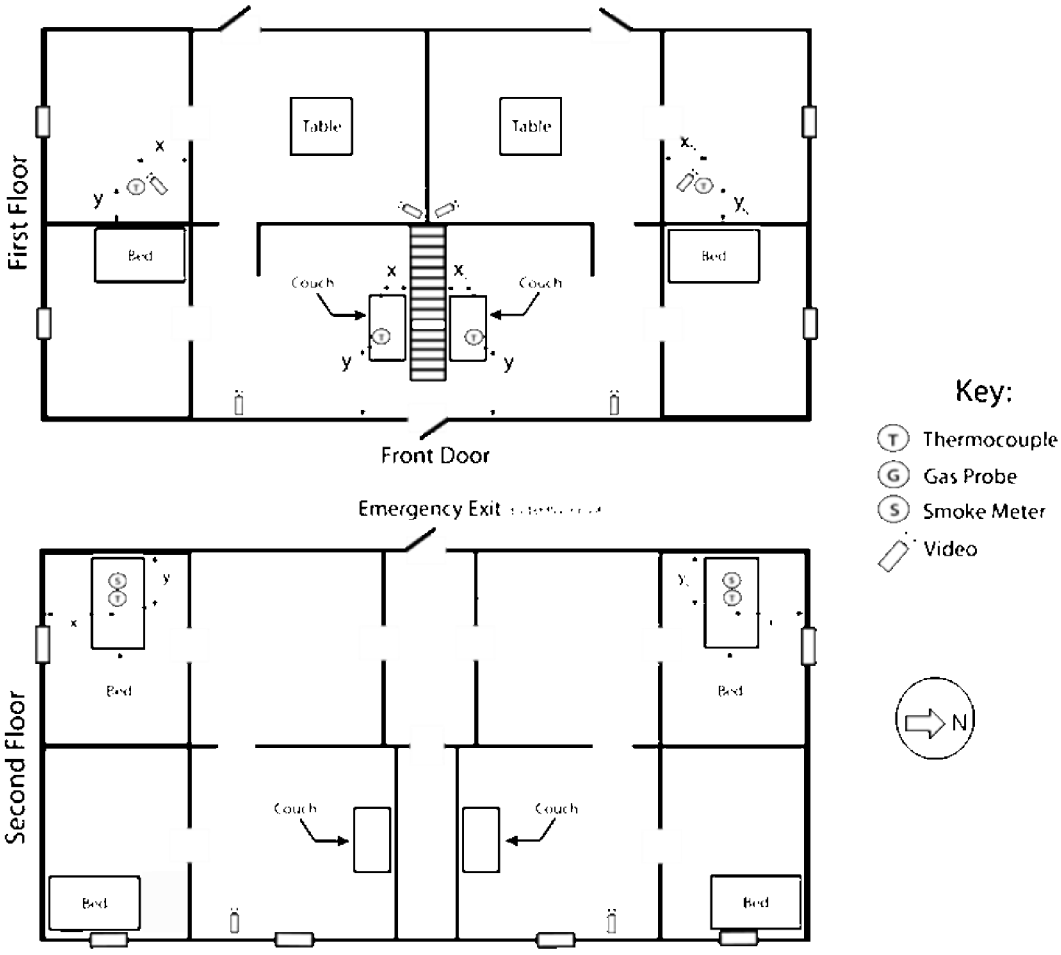


Figure C-8: Instrumentation & Furniture Prop Layout

compartment. Type K thermocouple probes were chosen because of their ability to withstand high temperature, moisture and physical abuse resulting from physical contact with hose streams and firefighters. To protect the extension wire and connectors from the effects of heat and water, through-holes were drilled in the burn compartment walls and the sheaths were passed through from the adjacent compartment. To prevent leakage through the holes, all void spaces were tightly packed with mineral wool. Inside the burn compartment the end of each probe was passed through an angle iron stand, and fastened to the floor and ceiling to provide additional protection from physical contact with firefighters and to ensure that the measurement location remained fixed throughout the experiments. In consideration of the risk associated with heating the open web steel joists, additional thermocouples were placed above each burn compartment to monitor the temperature of the interstitial space.

Table C-1: Detailed locations of instruments within respective rooms

Floor	Instrument	X_S [m]	Y_S [m]	Z_S [m]	X_N [m]	Y_N [m]	Z_N [m]	X_C [m]	Y_C [m]	Z_C [m]
1	**Thermocouple**	0.76	0.51	0.3, 0.61, 0.91, 1.22, 1.52, 1.83, 2.13	0.76	0.51	0.3, 0.61, 0.91, 1.22, 1.52, 1.83, 2.13	Find	Find	0.91, 1.52, 2.41
	HF Gauge 1		N/A		0.91	0.91	0.17			
	HF Gauge 2				0.5	0.66	1			
2	**Thermocouple**	1.83	0.91	0.3, 0.61, 0.91, 1.22, 1.52, 1.83, 2.13, 2.41	1.83	0.91	0.3, 0.61, 0.91, 1.22, 1.52, 1.83, 2.13, 2.41		N/A	
	Smoke Meter	1.7	0.49	1.52	1.64	0.43	1.5			
	Gas Probe	1.83	0.91	1.7	1.83	0.91	1.52			

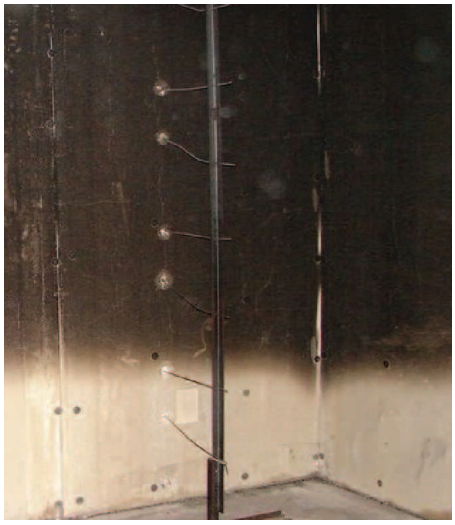


Figure C-9: Burn Room Thermocouple Array

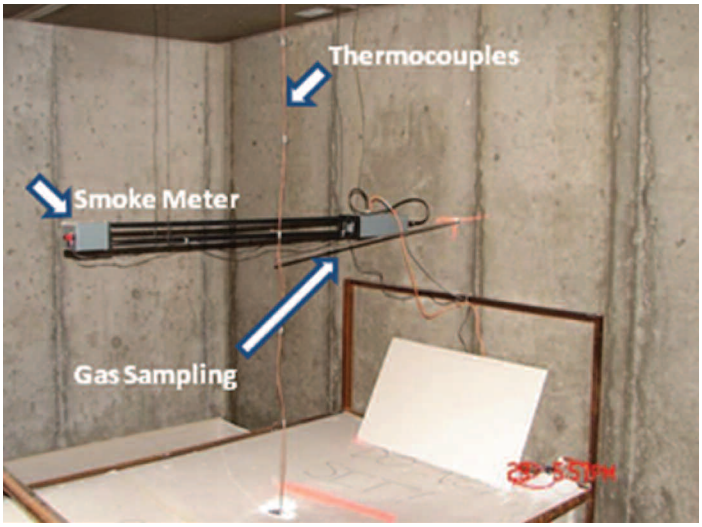


Figure C-10: Target Room Instrument Cluster

Gas concentrations were sampled at the same location in each target room. Both gas probes were plumbed to the same analyzer and isolated using a switch valve; gas was only sampled at one location during any given test. The gas sampling points were located in the center of the West wall (C Side) of both rooms, 1.5 m (5 ft.) above the floor. The sampling tubes were connected to a diaphragm pump which pulled the gas samples through stainless steel probes into a sample conditioning system designed to eliminate moisture in the gas sample. The dry gas sample was then piped to the gas analyzer setup. In all of the experiments, oxygen was measured using a paramagnetic analyzer and carbon monoxide and carbon dioxide were measured using a non-dispersive infrared (NDIR) analyzer. One floor-to-ceiling thermocouple array was also co-located with each sample port inlet.

Schmidt-Boelter heat flux gauges were placed in the North burn room. One gauge was located 1.0 m (3.3 ft.) above the floor and was oriented towards the fire origin (waste basket). This heat flux gauge was placed to characterize the radiative heat flux at the face piece level that would be experienced by a firefighter inside the room. A second flux gauge was placed on the floor in order to characterize the radiative heat flux from the upper layer and to make an estimate of how close the room was to flashing over with respect to time from ignition (using the common criteria of flashover occurring at ~20kW/m^2 at the floor level). The heat flux gauges were co-located with the thermocouple probe array.

All length measurements were made using a steel measuring tape. Wood moisture content measurements were taken using a non-insulated-pin type wood moisture meter. Fuel mass was measured prior to each experiment using a platform-style heavy duty industrial scale. Mass was not measured after each experiment because of the absorption of fire suppression water. Publicly accessible Davis Vantage Pro2 weather instrumentation (available via http://www.wunderground.com) located approximately two miles from the experimentation site was used to collect weather data in five minute intervals for the each day that the experiments were conducted. Figure C-10 is a photograph of the West wall of the North target room, showing the thermocouple array, the smoke obscuration meter, and a gas sampling probe used during the phase two experiments. The layout is identical to that in the South target room.

Non-combustible "prop" furniture was fabricated from angle iron stock and gypsum wallboard. The purpose of the furniture was twofold. The furniture was placed inside the burn prop to simulate realistic obstacles which obscure the search paths and hose stream advancement. The second use for the furniture was so that measurement instrumentation could be strategically placed within the frame of the furniture. This served to protect instrumentation from physical damage as a result of contact with firefighters and their tools. Figure C-11 shows an example of a table placed outside the burn room.

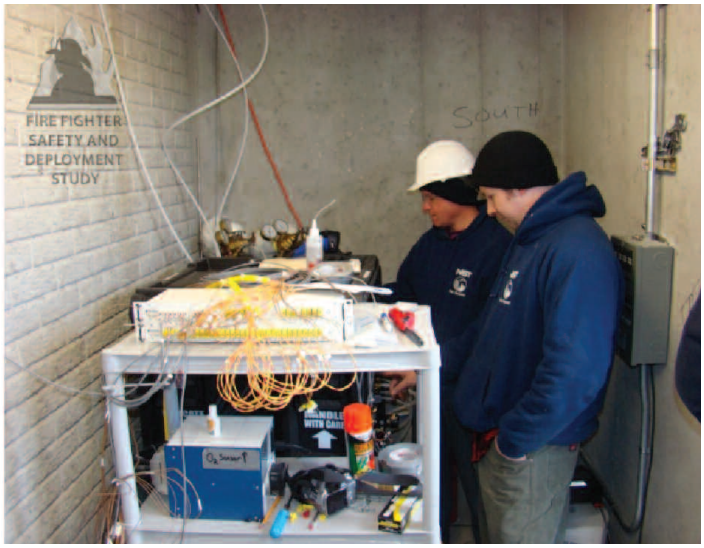
All instruments were wired to a centralized data collection room, shown in Figure C-12, which was attached as a separate space on one side of the building. This ensured physical separation for the data collection personnel from the effects of the fire, while minimizing the wire and tube lengths to the data logging equipment. Note that the roof of the instrument room was designed to serve as an additional means of escape for personnel from the second floor of the burn prop through a metal door. A railing was installed in order to minimize the fall risk in the event that the emergency exit was required.



Figure C-11: Non-combustible "Prop" Table



Outside



Inside

Figure C-12: Instrumentation Room

Table C-2: Dimensions and Mass of Furniture for Room and Contents Tests

Furniture	Width [m]	Depth [m]	Height [m]	Mass [kg]	Material
Couch	1.8	0.8	0.9	58.1	See D-3
Dresser	1.8	0.5	0.6	72.3	Laminated Particle Board
Nightstand	0.5	0.6	0.61	22.7	Laminated Particle Board
Chair	0.5	0.7	0.6	9.2	Wood, Fabric, and Polyurethane Foam
	Back cushion = 0.1m, Bottom cushion = 0.07m				
Blanket	1.8	-	2.4	1.3	100 % Cotton
Body Pillow	0.5	-	1.4	1.3	100 % cotton cover, polyester fill
Trash Can	0.4	0.3	0.4	1.3	Polypropylene
Towel	0.8	-	1.4	0.4	100 % Cotton
Wallboard	1.2	0.003	2.4	9.0	MDF

Table C-3: Materials in Couch

Body:	Resinated dyed fiber (unknown material) 3 %
	PU foam pad 46%
	Waste fiber batting (unknown material) 26 %
	Polyester fiber batting 25 %
Cushions:	PU foam pad 86 %
	Polyester fiber batting 14 %

Time-to-Task Data Collection Chart

Date _____Start Time _____ End Time (all task complete) _____

Timer Name _____

Task	Start Time	Completion Time	Duration
Stop at Hydrant-- Wrap Hose			
Position Engine 1			
Conduct Size-up - 360° lap - Transmit report - establish command			
Engage Pump			
Position attack line (stop time – at front door)			
Establish 2-in-2-out			
Charge Hydrant – supply attack Engine			
Establish RIT			
Gain/Force Entry			
Advance Line (stop time –water on fire)			
Deploy Back up line (stop time at front door)			
Advance Back up line/protect stairwell (start time at front door – Stop at stairwell)			
Conduct Primary Search			
Ground Ladders in Place			
Horizontal Ventilation (ground)			
Horizontal Ventilation (2nd story)			
Control Utilities (interior)			
Control Utilities (exterior)			
Conduct Secondary Search			
Check for Fire Extension (walls)			
Check for Fire Extension (ceiling)			
Mechanical Ventilation			

Company Protocols: Crew Size of 2

(10 total personnel on scene)

PLUS 4 RIC – 1403 = total 14 needed

Tasks/Company	Engine 1/2	Truck 1/2	Engine 2/2	Battalion Chief/ Aide	Engine 3/2
Arrive on Scene - Arrive/ stop at hydrant - Position engine ———————— - Layout report - On-scene report - Conduct size-up – 360º lap – incident action plan – offensive – detail incident (situation report) - Transmit size-up to responding units - Transfer command to chief	Driver Officer -	-Arrive - 360º lap		- Arrives - Assumes Command - Evaluates Resources - Establishes Command post - Evaluates exposure problems - Directs hose positioning - Coordinates Units - Transmits Progress reports - Changes strategy - Orders, records, and transmits results of primary and secondary searches - Declares fire under control	
Establish Supply line - Hydrant-Drop line (wrap) - Position engine - Pump engaged - 4” straight lay - ---------- - Supply attack engine	Driver/O Driver/O Driver/O	Position Truck	-Dry Lay – 2nd engine takes hydrant - Charged hydrant – Supply attack engine Driver		
Position attack line - Flake - Charge - Bleed - ---------- - Advance	Officer – (Not interior—just front door) Officer	Officer			
Establish - 2 in – 2 out (Initial RIT)		O/D			
Establish RIT (Dedicated)		O/D (performs all RIT duties)			

Tasks/Company	Engine 1/2	Truck 1/2	Engine 2/2	Battalion Chief/ Aide	Engine 3/2
Gain/ Force Entry		O/D			
Advance Line - scan search fire room - suppression	Officer (if officer commits then he must pass command)		Officer		
Deploy Back-up Line and protect stairwell					O/D
Complete Primary Search (in combo with Fire Attack) Search Fire Floor Search other Floors					O/D
Ventilation (vent for fire or vent for life) - Horizontal - Ventilation		Driver/Officer			
Ground Laddering – 2nd story windows, front and side, for firefighter means of egress and for vertical ventilation – 24'/28' and roof ladder in case of vertical vent.		Driver /Officer			
Control Utilities (Interior and exterior)					Driver/Officer
Conduct Secondary Search - Search Fire Floors - Search other Floors Check for Fire Extension Open ceiling walls near fire on fire floor Check floor above for fire extension - wall breech - ceiling breech	Officer Officer		Officer Officer		O/D
Mechanical Ventilation		Driver/Officer			

Company Protocols: Crew Size of 3

(14 total personnel on scene)

PLUS 4 RIC – 1403 = total 18 needed

Tasks/Company	Engine 1/3	Truck 1/3	Engine 2/3	Battalion Chief/ Aide	Engine 3/2
Arrive on Scene - Arrive/ stop at hydrant - Position engine _____ - Layout report - On-scene report - Conduct size-up – 360º lap – incident action plan – offensive – detail incident (situation report) - Transmit size-up to responding units - Transfer command to chief	 Driver Officer -	-Arrive - 360 degree lap		- Arrives - Assumes Command - Evaluates Resources - Establishes Command post - Evaluates exposure problems - Directs hose positioning - Coordinates Units - Transmits Progress reports - Changes strategy - Orders, records, and transmits results of primary and secondary searches - Declares fire under control	
Establish Supply line - Hydrant-Drop line (wrap) - Position engine - Pump engaged - 4” straight lay - ---------- - Supply attack engine	Driver Driver Driver	Position Truck	Dry Lay – 2nd engine takes hydrant Charged hydrant – Supply attack engine Driver		
Position attack line - Flake - Charge - Bleed - Advance	D/RB				
Establish - 2 in – 2 out (Initial RIT)		O/RB			
Establish RIT (Dedicated)			O/RB— advance by foot to get to point of entry – performs all RIT duties		

Tasks/Company	Engine 1/3	Truck 1/3	Engine 2/3	Battalion Chief/ Aide	Engine 3/3
Gain/ Force Entry		O/RB			
Advance Line - scan search fire room - suppression	O/RB (if officer commits then he must pass command)				
Deploy Back-up Line and protect stairwell					O/RB
Complete Primary Search (in combo with Fire Attack) Search Fire Floor Search other Floors		O/ RB -			
Ventilation (vent for fire or vent for life) - Horizontal - Ventilation		Driver			Driver
Ground Laddering – 2nd story windows, front and side, for firefighter means of egress and for vertical ventilation – 24'/28' and roof ladder in case of vertical vent.		Driver			Driver
Control Utilities (Interior and exterior)		Driver (exterior) O/RB (Interior)			Driver (exterior)
Conduct Secondary Search - Search Fire Floors - Search other Floors					O/RB
Check for Fire Extension Open ceiling walls near fire on fire floor Check floor above for fire extension - wall breech - ceiling breech	O/RB	O/RB			
Mechanical Ventilation		Driver			Driver

Company Protocols: Crew Size of 4

Total on scene = 18

PLUS 4 RIC – 1403 = total 22 needed

Tasks/Company	Engine 1/4	Truck 1/4	Engine 2/4	Battalion Chief/ Aide	Engine 3/4
Arrive on Scene - Arrive/ stop at hydrant - Position engine _____ - Layout report - On-scene report - Conduct size-up – 360º lap – incident action plan – offensive – detail incident (situation report) - Transmit size-up to responding units - Transfer command to chief	Driver Officer -	-Arrive - 360 degree lap		- Arrives - Assumes Command - Evaluates Resources - Establishes Command post - Evaluates exposure problems - Directs hose positioning - Coordinates Units - Transmits Progress reports - Changes strategy - Orders, records, and transmits results of primary and secondary searches - Declares fire under control	
Establish Supply line - Hydrant-Drop line (wrap) - Position engine - Pump engaged - 4" straight lay - ---------- - Supply attack engine (1 3/4")	Driver Driver Driver	Position Truck	-Dry Lay – 2nd engine takes hydrant Charged hydrant – Supply attack engine Driver		
Position attack line - Flake - Charge - Bleed - Advance	RB/Nozzle LB/Flake Both advance line for fire attack				
Establish - 2 in – 2 out (Initial RIT)		D/LB			
Establish RIT (Dedicated)			O/LB/RB— advance by foot to get to point of entry – performs all RIT duties		

Tasks/Company	Engine 1/4	Truck 1/4		Battalion Chief/ Aide	Engine 3/4
Gain/ Force Entry		O/RB			
Advance Line - scan search fire room - suppression	RB/LB Officer – not on line (if officer commits then he must pass command)				
Deploy Back-up Line and protect stairwell					O/RB
Complete Primary Search (in combo with Fire Attack) Search Fire Floor Search other Floors		Officer and RB -			
Ventilation - Horizontal - Ventilation		Driver and LB			
Ground Laddering – 2nd story windows, front and side, for firefighter means of egress and for vertical ventilation – 24'/28' and roof ladder in case of vertical vent.		Driver /LB			
Control Utilities (Interior and exterior) Conduct Secondary Search - Search Fire Floors - Search other Floors		Driver/LB (control exterior) O/RB (control interior)			D/LB
Check for Fire Extension Open ceiling walls near fire on fire floor Check floor above for fire extension - wall breech - ceiling breech	O/RB	O/RB			
Mechanical Ventilation		D/LB			

Company Protocols: Crew Size of 5

D/O/LB/RB/CB Total on scene = 22

PLUS 4 RIC – 1403 = total 26 needed

Tasks/Company	Engine 1/5	Truck 1/5	Engine 2/5	Battalion Chief/ Aide	Engine 3/4
Arrive on Scene - Arrive/ stop at hydrant - Position engine _____ - Layout report - On-scene report - Locate Fire - Conduct size-up – 360º lap – incident action plan – offensive – detail incident (situation report) - Transmit size-up to responding units - Transfer command to chief	Driver Officer -	-Arrive - 360 degree Size up.		- Arrives - Assumes Command - Evaluates Resources - Establishes Command post - Evaluates exposure problems - Directs hose positioning - Coordinates Units - Transmits Progress reports - Changes strategy - Orders, records, and transmits results of primary and secondary searches - Declares fire under control	
Establish Supply line - Hydrant-Drop line (wrap) - Position engine - Pump engaged - 4” straight lay - ---------- - Supply attack engine (1 3/4”)	Driver Driver Driver	Position Truck	-Dry Lay – 2nd engine takes hydrant Charged hydrant – Supply attack engine Driver		
Position attack line - Flake - Charge - Bleed - Advance	RB/Nozzle LB/Flake CB/ Control ---------- Advance line for fire attack ---------- The Officer responsibility is to supervise hose stretch /monitor safety and continually survey the scene				
Establish - 2 in – 2 out (Initial RIT)		D/LB			

Tasks/Company	Engine 1/5	Truck 1/5	Engine 2/5	Battalion Chief/ Aide	Engine 3/5
Establish RIT (Dedicated)			O/LB/RB—advance by foot to get to point of entry – performs all RIT duties		
Gain/ Force Entry		O/RB/CB			
Advance Line - scan search fire room - suppression	RB/LB/CB Officer – not on line (if officer commits then he must pass command)				
Insures first line flowing water— Deploy Back-up Line and protect stairwell (1 ¾")					O/RB/CB
Complete Primary Search (in combo with Fire Attack) Search Fire Floor – Search other floors-		Officer and RB/CB			
Ventilation (vent for fire or vent for life) - Horizontal - Vertical		Driver and LB			
Ground Laddering – 2nd story windows, front and side, for firefighter means of egress and for vertical ventilation – 24'/28' and roof ladder in case of vertical vent.		Driver /LB			
Control Utilities after search, force entry, venting and fire extinguished (Interior and exterior)		Driver/LB (control exterior) O/RB/CB (control interior)			
Conduct Secondary Search -Fire Floor -Primary and secondary search of entire floor above		 D/LB			 D/LB O/RB/CB
Check for Fire Extension Open ceiling walls near fire on fire floor Check floor above for fire extension wall breech ceiling breech-	O/RB				O/RB/CB
Mechanical Ventilation					

Appendix E: Statistical Analysis of Time to Task Test Data

Identifying Statistically Significant Differences in Crew Size and Stagger on a Number of Task Timings Using Regression Analyses of Times (Start, End and Duration) on Crew Size and Stagger

	Crew Size			Stagger	Crew Size	Stagger
Task-Based Measure of Time	**3 vs. 2**	**4 vs. 3**	**5 vs. 4**		**5/4 vs. 3/2**	
Total time	X *	X			X	
Conduct size up (start)			X		X	
Conduct size up (end)					X	
Conduct size up (duration)						
Position attack line (start)	X				X	
Position attack line (duration)		X			X	
Establish 2 in 2 out (end)		X		X	X	X
Establish RIT (end)	na	na	na	na	na	na
Gain forced entry (start)		X			X	
Advance line (start)	X	X			X	
Advance line (end)	X		X		X	
Deploy backup line (start)					X	X
Deploy backup line (end)				X		X
Advance backup line (start)				X		X
Advance backup line (end)				X		X
Conduct primary search (start)	X	X			X	
Ground ladders in place (end)		X	x	X	X	o
Ground ladders in place (duration)			X	X	X	X
Horizontal ventilation Story 2 window 3 (Start)		X			X	
Horizontal ventilation Story 2 window 3 (End)		X			X	
Horizontal ventilation Story 2 window 2 (Start)		X			X	
Horizontal ventilation Story 2 window 2 (End)		X			X	
Horizontal ventilation Story 2 window 1 (Start)		X			X	
Horizontal ventilation Story 2 window 1 (End)		X			X	
Horizontal ventilation Story 1 window 2 (Start)	o	X			X	
Horizontal ventilation Story 1 window 2 (End)		X			X	
Control utilities (interior) (Start)	X	X			X	
Conduct Secondary Search (Start)	X				X	
Check for Fire Ext (walls) (Start)	X	X			X	
Check for Fire Ext (ceiling) (Start)		X				
Stretch time**	X		o		X	

* An '**X**' denotes statistical significance at the 0.05 level; a '**o**' denotes significance at the 0.10 level.

Appendix F: All Regression Coefficients

Regression Models of Time to Task (in Seconds) as a Function of Crew Size and Stagger (Standard Errors are in Parentheses underneath coefficients)

		Coefficients				
Measure of Task Time	**Time measured**	**Crew size of 3**	**Crew size of 4**	**Crew size of 5**	**Close Stagger**	**Constant**
Total time		-100.5	**-408.33**	**-402.17**	**-40.83**	**1374.42**
		(50.29)	(50.29)	(50.29)	(35.56)	(39.77)
Conduct size up	Start	**2.5**	**-5.167**	**-18.17**	**-1.25**	**335**
		(5.97)	(5.97)	(5.97)	(4.22)	(4.72)
Conduct size up	Complete	**-5.167**	**-13.17**	**-38.33**	**-12**	**416**
		(13.60)	(13.60)	(13.60)	(9.62)	(10.75)
Conduct size up	Duration	**-7.667**	**-8**	**-20.17**	**-10.75**	**81.04**
		(12.10)	(12.10)	(12.10)	(8.56)	(9.57)
Position attack line	Start	**-63.5**	**-63.5**	**-69.67**	**-11.17**	**408.1**
		(14.09)	(14.09)	(14.09)	(9.96)	(11.14)
Position attack line	Duration	**-16**	**-63.67**	**-61.67**	**5.167**	**160.6**
		(13.79)	(13.79)	(13.79)	(9.75)	(10.90)
Establish 2in - 2 out	Complete	**-6.7E-15**	**-90**	**-90**	**-30**	**355**
		(9.73)	(9.73)	(9.73)	(6.88)	(7.69)
Establish RIT	Complete	**70**	**70**	**70**	**-60**	**435**
		0.00	0.00	0.00	0.00	0.00
Gain forced entry	Start	**-23.5**	**-54**	**-80.83**	**-20.83**	**528.6**
		(19.66)	(19.66)	(19.66)	(13.90)	(15.54)
Advance line	Start	**-54**	**-97.83**	**-123.5**	**-17.5**	**586.3**
		(18.83)	(18.83)	(18.83)	(13.31)	(14.88)
Advance line	Complete	**-61**	**-95.5**	**-134.7**	**-19.08**	**625.5**
		(20.35)	(20.35)	(20.35)	(14.39)	(16.08)
Deploy backup line	Start	**-26**	**-42.67**	**-53.5**	**-96.75**	**641.5**
		(17.11)	(17.11)	(17.11)	(12.10)	(13.53)
Deploy backup line	Complete	**-15.83**	**-56.17**	**-17.5**	**-53.75**	**728.9**
		(33.49)	(33.49)	(33.49)	(23.68)	(26.48)
Advance backup line	Start	**-33**	**-66.83**	**-34.83**	**-63**	**779.7**
		(29.65)	(29.65)	(29.65)	(20.97)	(23.44)
advancebackupline2	Complete	**-34.5**	**-68.17**	**-36.17**	**-63.75**	**784.4**
		(29.73)	(29.73)	(29.73)	(21.02)	(23.50)
conductprimarysearch1	Start	**-147**	**-215.8**	**-211.5**	**0.1667**	**736.1**
		(25.08)	(25.08)	(25.08)	(17.74)	(19.83)
Ground ladders in place	Complete	**-38**	**-196.5**	**-317.8**	**-69.83**	**1168**
		(48.38)	(48.38)	(48.38)	(34.21)	(38.24)
Ground ladders in place	Duration	**-33.83**	**-83.67**	**-185.7**	**-72.08**	**617**
		(48.12)	(48.12)	(48.12)	(34.03)	(38.04)
Horizontal ventilation, second story, window 3	Start	**-53.67**	**-217.8**	**-211**	**-26.59**	**759.1**
		(30.75)	(30.75)	(30.75)	(21.75)	(24.31)
Horizontal ventilation, second story, window 3	Complete	**-64.83**	**-316**	**-353**	**-33.58**	**1088**
		(49.74)	(49.74)	(49.74)	(35.17)	(39.32)
Horizontal ventilation, second story, window 2	Start	**-51.67**	**-265.8**	**-261.2**	**-18.83**	**885.1**
		(37.20)	(37.20)	(37.20)	(26.30)	(29.41)

All Regression Coefficients (CONTINUED)

Regression Models of Time to Task (in Seconds) as a Function of Crew Size and Stagger (Standard Errors are in Parentheses underneath coefficients)

Horizontal ventilation, second story, window 2	Complete	**-53.5**	**-259.8**	**-262.3**	**-13.33**	**931.3**
		(39.97)	(39.97)	(39.97)	(28.26)	(31.60)
Horizontal ventilation, second story, window 1	Start	**-70**	**-316.3**	**-348.8**	**-31.08**	**1038**
		(48.37)	(48.37)	(48.37)	(34.20)	(38.24)
Horizontal ventilation, second story, window 1	Complete	**-51.83**	**-219**	**-214.8**	**-24**	**805.7**
		(33.71)	(33.71)	(33.71)	(23.83)	(26.65)
Horizontal ventilation, first story, window 2	Start	**-87.17**	**-386.3**	**-428.5**	**-44.67**	**1200**
		(45.13)	(45.13)	(45.13)	(31.91)	(35.68)
Horizontal ventilation, first story, window 2	Complete	**-88.5**	**-391.5**	**-423.3**	**-44.17**	**1224**
		(47.02)	(47.02)	(47.02)	(33.25)	(37.17)
Control utilities interior	Start	**-136.5**	**-287.8**	**-300**	**-6.333**	**946.3**
		(45.57)	(45.57)	(45.57)	(32.22)	(36.02)
Control utilities exterior	Start	**6.667**	**-281.8**	**-312.8**	**-38.17**	**1063**
		(70.21)	(70.21)	(70.21)	(49.65)	(55.51)
Conduct secondary search	Start	**-92.5**	**-143**	**-152.7**	**-28.25**	**846**
		(38.97)	(38.97)	(38.97)	(27.56)	(30.81)
Check for fire extension walls	Start	**-453.8**	**-535.3**	**-608.7**	**-38.25**	**1155**
		(38.28)	(38.28)	(38.28)	(27.07)	(30.26)
Check for fire extension ceiling	Start	**-206.3**	**-349.7**	**-292.7**	**-2.833**	**1086**
		(48.29)	(48.29)	(48.29)	(34.14)	(38.17)

Regression Models of Time to Task (in Seconds) as a Function of Combined Crew Size and Stagger (Standard Errors appear in Parentheses)

		Coefficients		
Measure of Task Time*	Time measured	Crew size of 4/5 vs. 3/2	Close Stagger	Constant
Total time		**-355** (37.23)	**-40.83** (37.23)	**1324.00** (32.24)
Conduct size up	Start	**-12.92** (4.50)	**-1.25** (4.50)	**336.2** (3.90)
Conduct size up	Complete	**-23.17** (9.97)	**-12** (9.97)	**413.4** (8.64)
Conduct size up	Duration	**-10.25** (8.44)	**-10.75** (8.44)	**77.21** (7.31)
Position attack line	Start	**-34.83** (13.66)	**-11.17** (13.66)	**376.3** (11.83)
Position attack line	Duration	**-54.67** (9.60)	**5.167** (9.60)	**152.6** (8.31)
Establish 2in - 2 out	Complete	**-90** (6.55)	**-30** (6.55)	**355** (5.67)
Establish RIT	Complete	**35** (10.80)	**-60** (10.80)	**470** (9.35)
Gain forced entry	Start	**-55.67** (14.32)	**-20.83** (14.32)	**516.8** (12.40)
Advance line	Start	**-83.67** (15.67)	**-17.5** (15.67)	**559.3** (13.57)
Advance line	Complete	**-84.58** (17.67)	**-19.08** (17.67)	**595** (15.31)
Deploy backup line	Start	**-35.08** (12.30)	**-96.75** (12.30)	**628.5** (10.65)
Deploy backup line	Complete	**-28.92** (23.43)	**-53.75** (23.43)	**721** (20.29)
Advance backup line	Start	**-34.33** (21.17)	**-63** (21.17)	**763.2** (18.33)
advancebackupline2	Complete	**-34.92** (21.27)	**-63.75** (21.27)	**767.1** (18.42)
conductprimarysearch1	Start	**-140.2** (28.28)	**0.1667** (28.28)	**662.6** (24.49)
Ground ladders in place	Complete	**-238.2** (37.99)	**-69.83** (37.99)	**1149** (32.90)
Ground ladders in place	Duration	**-117.7** (36.37)	**-72.08** (36.37)	**600.1** (31.49)
Horizontal ventilation, second story, window 3	Start	**-187.6** (22.31)	**-26.59** (22.31)	**732.3** (19.32)
Horizontal ventilation, second story, window 3	Complete	**-302.1** (35.38)	**-33.58** (35.38)	**1056** (30.64)

Regression Models of Time to Task (in Seconds) as a Function of Combined Crew Size and Stagger (CONTINUED) (Standard Errors appear in Parentheses)

Horizontal ventilation, second story, window 2	Start	**-237.7** (26.27)	**-18.83** (26.27)	**859.3** (22.75)
Horizontal ventilation, second story, window 2	Complete	**-234.3** (28.12)	**-13.33** (28.12)	**904.6** (24.36)
Horizontal ventilation, second story, window 1	Start	**-297.6** (34.64)	**-31.08** (34.64)	**1003** (30.00)
Horizontal ventilation, second story, window 1	Complete	**-191** (24.05)	**-24** (24.05)	**779.8** (20.83)
Horizontal ventilation, first story, window 2	Start	**-363.8** (33.83)	**-44.67** (33.83)	**1156** (29.30)
Horizontal ventilation, first story, window 2	Complete	**-363.2** (34.80)	**-44.17** (34.80)	**1180** (30.14)
Control utilities interior	Start	**-225.7** (37.23)	**-6.333** (37.23)	**878.1** (32.25)
Control utilities exterior	Start	**-300.7** (47.48)	**-38.17** (47.48)	**1066** (41.12)
Conduct secondary search	Start	**-101.6** (29.88)	**-28.25** (29.88)	**799.7** (25.88)
Check for fire extension walls	Start	**-345.1** (75.46)	**-38.25** (75.46)	**927.9** (65.35)
Check for fire extension ceiling	Start	**-218** (46.32)	**-2.833** (46.32)	**983.1** (40.12)
Stretch time = advance line minus position engine	Duration	**-75.7** (16.68)	**-17.2** (16.68)	**273.3** (14.44)

*** Standard errors are in parentheses below coefficient value**

		Crew size of 3	Crew size of 4	Crew size of 5	Close Stagger	Constant
Stretch time = advance line minus position engine	Duration	**-57.3** (19.39)	**-86.7** (19.39)	**-122.0** (19.39)	**-17.2** (13.71)	**301.9** (15.33)

APPENDIX G: Measurement Uncertainty

The measurements of length, temperature, mass, moisture content, smoke obscuration, and time taken in these experiments have unique components of uncertainty that must be evaluated in order to determine the fidelity of the data. These components of uncertainty can be grouped into two categories: Type A and Type B. Type A uncertainties are those evaluated by statistical methods, such as calculating the standard deviation of the mean of a set of measurements. Type B uncertainties are based on scientific judgment using all available and relevant information. Using relevant information, the upper and lower limits of the expected value are estimated so that the probability that the measurement falls within these limits is essentially 100 %. After all the component uncertainties of a measurement have been identified and evaluated it is necessary to use them to compute the combined standard uncertainty using the law of propagation of uncertainty (the "root sum of squares"). Although this expresses the uncertainty of a given measurement, it is more useful in a fire model validation exercise to define an interval for which the measurement will fall within a certain level of statistical confidence. This is known as the expanded uncertainty. The current international practice is to multiply the combined standard uncertainty by a factor of two (k=2), giving a confidence of 95 %.

Length measurements of room dimensions, openings and instrument locations were taken using a steel measuring tape with a resolution of 0.02 in (0.5 mm). However, measurement error due to uneven and unlevel surfaces results in an estimated uncertainty of ± 0.5 % for length measurements taken on the scale of room dimensions. The estimated total expanded uncertainty for length measurements is ± 1.0 %.

The standard uncertainty of the thermocouple wire itself is 1.1°C or 0.4 % of the measured value, whichever is greater (Omega 2004). The estimated total expanded uncertainty associated with type K thermocouples is approximately ± 15 %. Previous work done at NIST has shown that the uncertainty of the environment surrounding thermocouples in a full-scale fire experiment has a significantly greater uncertainty (Blevins 1999) than the uncertainty inherent with thermocouple design. Furthermore, while a vertical thermocouple array gives a good approximation of the temperature gradient with respect to height, temperatures cannot be expected to be uniform across a plane at any height because of the dynamic environment in a compartment fire. Inaccuracies of thermocouple measurements in a fire environment can be caused by:

- Radiative heating or cooling of the thermocouple bead
- Soot deposition on the thermocouple bead which change its mass, emissivity, and thermal conductivity
- Heat conduction along thermocouple wires
- Flow velocity over the thermocouple bead

To reduce these effects, particularly radiative heating and cooling, thermocouples with smaller diameter beads were chosen. This is particularly important for thermocouples below the interface because the radiative transfer between the surrounding room surfaces will be significantly less uniform than if the thermocouple were in the hot gas layer. It is suggested in [Pitts] that it may be possible to correct for radiative transfer given enough sufficient knowledge about thermocouple properties and the environment. However, measurements of local velocity and the radiative environment were not taken. Additionally, the probes were located away from the burn compartment walls in order to avoid the effects of walls and corners.

The gas measurement instruments and sampling system used in this series of experiments have been demonstrated to have an expanded (k = 2) relative uncertainty of ± 1 % when compared with span gas volume fractions (Matheson). Given the limited set of sampling points in these experiments, an estimated uncertainty of ± 10 % is being applied to the results.

The potential for soot deposition on the face of the water-cooled total heat flux gauges contributes significant uncertainty to the heat flux measurements. Calibration of heat flux gauges was completed at lower fluxes and then extrapolated to higher values and this resulted in a higher uncertainty in the flux measurement. Combining all of component uncertainties for total heat flux resulted in a total expanded uncertainty of -24 % to +13 % for the flux measurements.

Prior to experimentation, ten of the wooden pallets used in the fuel packages were randomly selected for measurement. Two measurements were taken, moisture content and mass. Moisture content was measured using a pin-type moisture meter with a moisture measurement range of 6 % to 40% and an accuracy of <0.5 % of the measured value between 6 % and 12 % moisture content. Mass measurements were made with an industrial bench scale having a range of 0kg to 100 kg, a resolution of 0.1 kg and an uncertainty of ± 0.1 kg.

All timing staff were equipped with the same model of digital stopwatch with a resolution of 0.01 seconds and an uncertainty of ± 3 seconds per 24 hours; the uncertainty of the timing mechanism in the stopwatches is small enough over the duration of an experiment that it can be neglected. There are three components of uncertainty when using people to time fire fighting tasks. First, timers may have a bias depending on whether they record the time in anticipation of, or reaction to an event. A second component exists because multiple timers were used to record all tasks. The third component is the mode of the stimulus to which the staff is reacting: audible (firefighters announcing task updates over the radio) or visual (timing staff sees a task start or stop).

Milestone events in these experiments were recorded both audibly and visually. A test series described in the *NIST Recommended Practice Guide for Stopwatch and Timer Calibrations* found the reaction times for the two modes of stimulus to be approximately the same, so this component can be neglected. Because of the lack of knowledge regarding the mean bias of the timers, a rectangular distribution was assumed and the worst case reaction time bias of 120 ms was used, giving a standard deviation of 69 ms. The standard deviation of the reaction time was assumed to be the worst case of 230 ms. The estimated total expanded uncertainty of task times measured in these experiments is 240 ms.

An additional component of uncertainty exists for the time measurement of the application of water on the fire. In order to measure this time, timing staff were required to listen for radio confirmation that suppressing water had been applied by the interior attack crew. This process required a member of the interior crew to find and manipulate their microphone, wait for the radio to access a repeater, and transmit the message. Because of the lack of

knowledge about the distributions of time it takes for each part of this process, all parts are lumped into a single estimate of uncertainty and a rectangular distribution is assumed. This is most reasonably estimated to be 2.5 seconds with a standard deviation of ±2.89 seconds and an expanded uncertainty of ± 5.78 seconds.

Weather measurement uncertainty was referenced to the published user's manual for the instrumentation used. The weather instrumentation has calibration certificates that are traceable to NIST standards. A summary of experimental measurement uncertainty is given in Table G-1.

Table G-1: Summary of Measurement Uncertainty

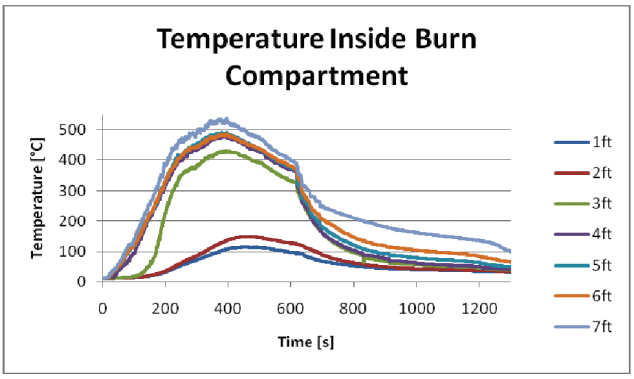
Measurement	Component Standard Uncertainty	Combined Standard Uncertainty	Total Expanded Uncertainty
Length Measurements			
Instrumentation Locations	± 1 %	± 3 %	± 6 %
Building Dimensions	± 1 %		
Repeatability[1]	± 2 %		
Random[1]	± 2 %		
Gas Temperature – Lower Layer			
Calibration	± 1 %	± 8 %	± 15 %
Radiative Cooling	- 5 % to + 0 %		
Radiative Heating	0 % to + 5 %		
Repeatability[1]	± 5 %		
Random[1]	± 3 %		
Wood Moisture Content			
	± 0.5 %	± 0.5 %	± 1%
Wood Pallet Mass			
	± 0.2%	± 0.1%	± 0.1%
Weather			
Relative Humidity	± 3%		
Barometric Pressure	± 0.03" Hg		
Wind Speed	± 5%		
Wind Direction	± 5%		
Outside Temperature	±0.5°C		
Time			
Timer Bias	± 0.069s	± 2.90s	
Reaction Time	± 0.230s		± 5.80 s
Radio Operation	± 2.890s		

Notes: 1. Random and repeatability evaluated as Type A, other components as Type B.

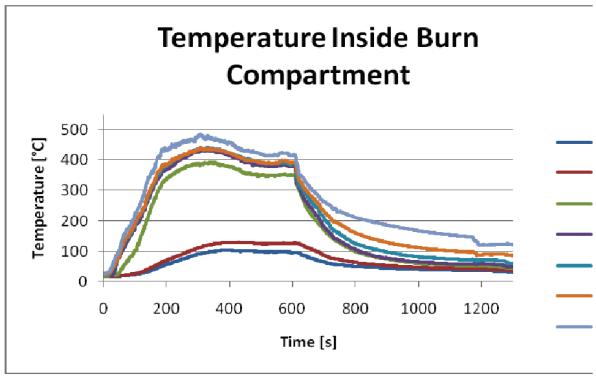
APPENDIX H: Charts of Gas and Temperature Data

Examples of Gas and Temperature Data for Time-to-Task Tests

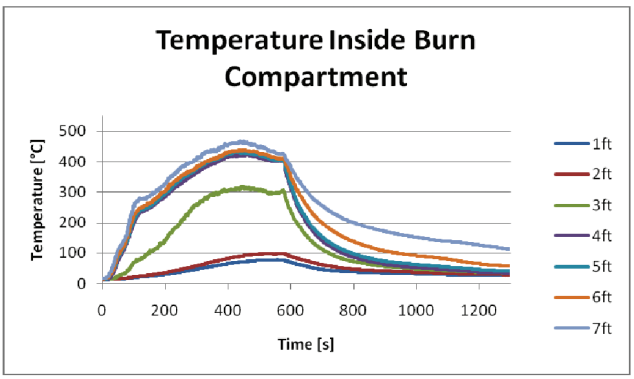
Burn Room Data



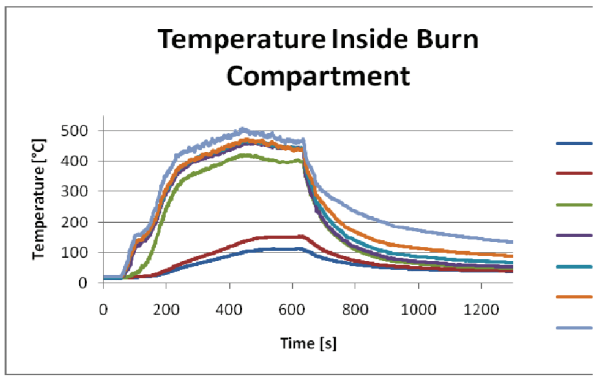
2 Person, Close Stagger



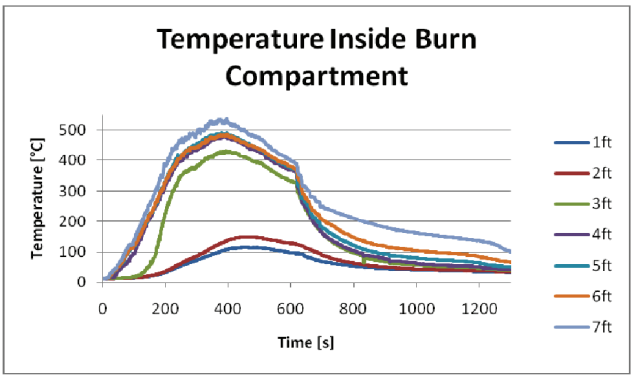
2 Person, Far Stagger



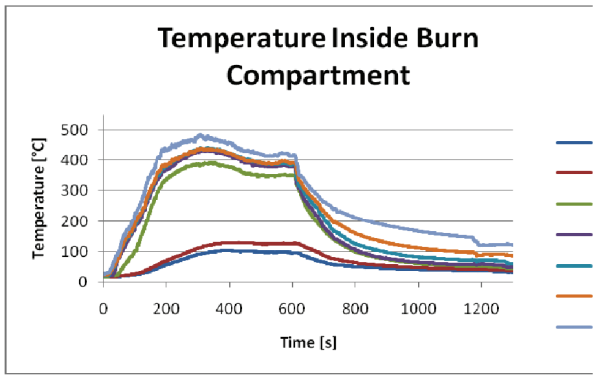
3 Person, Close Stagger



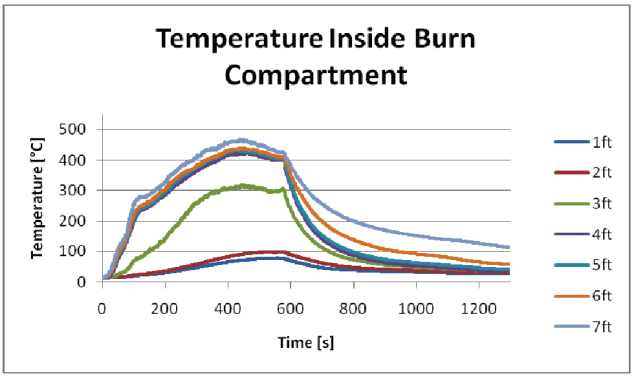
3 Person, Far Stagger



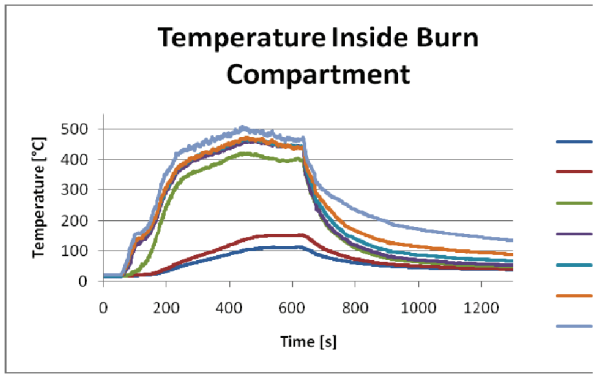
2 Person, Close Stagger



2 Person, Far Stagger

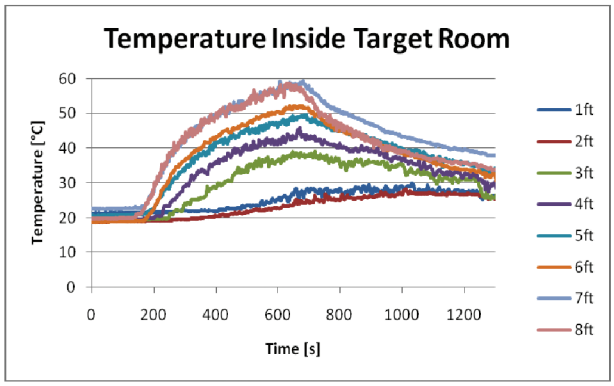


3 Person, Close Stagger

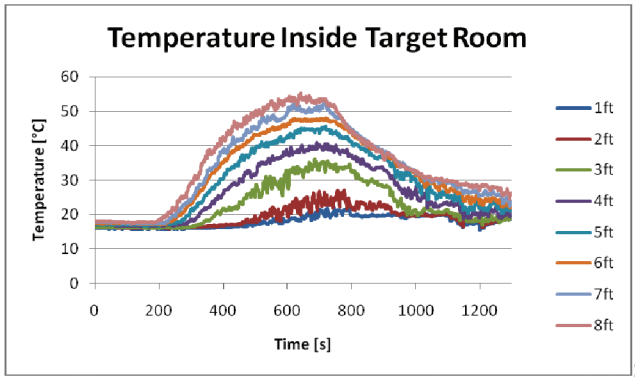


3 Person, Far Stagger

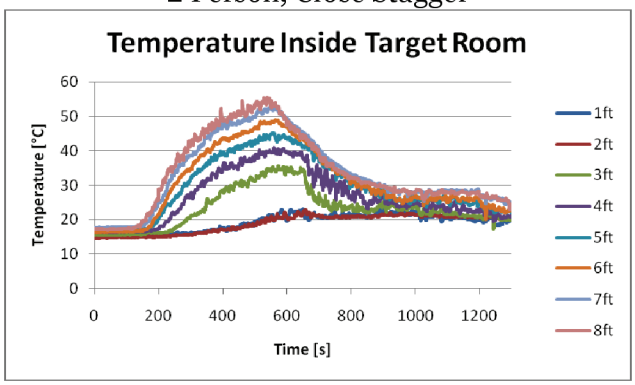
Target Room Data



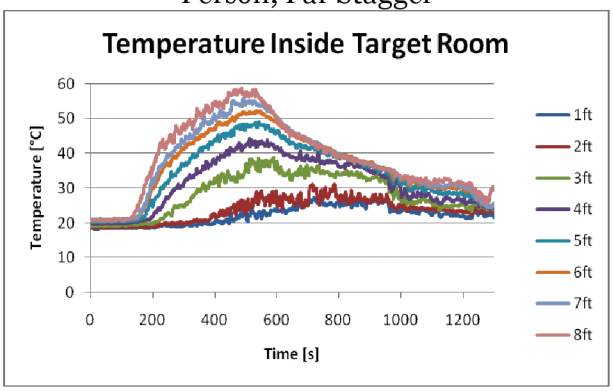
2 Person, Close Stagger



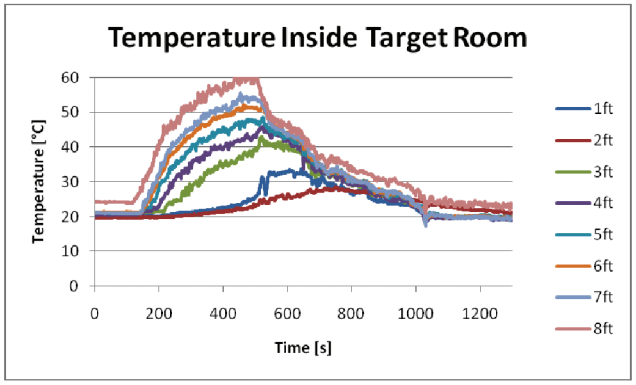
2 Person, Far Stagger

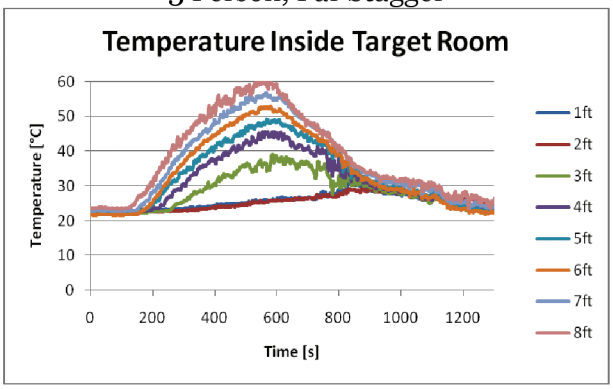


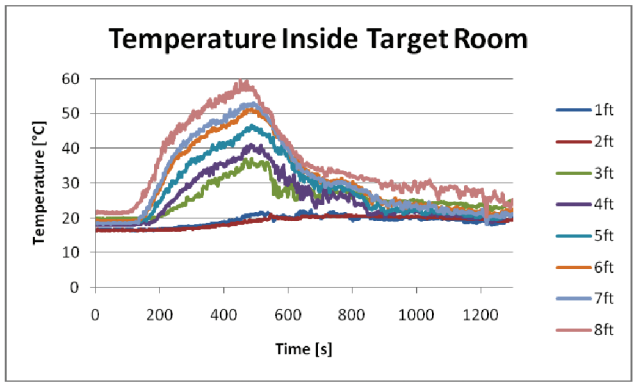
3 Person, Close Stagger



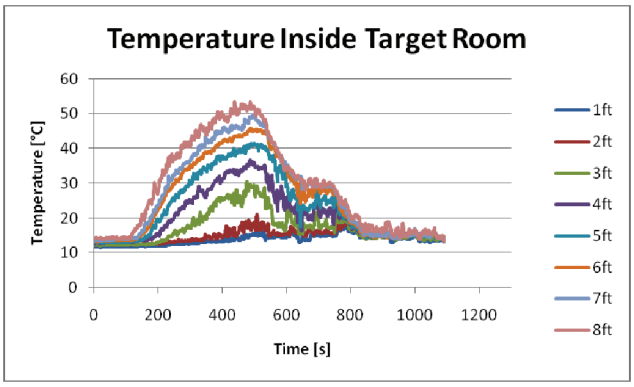
3 Person, Far Stagger





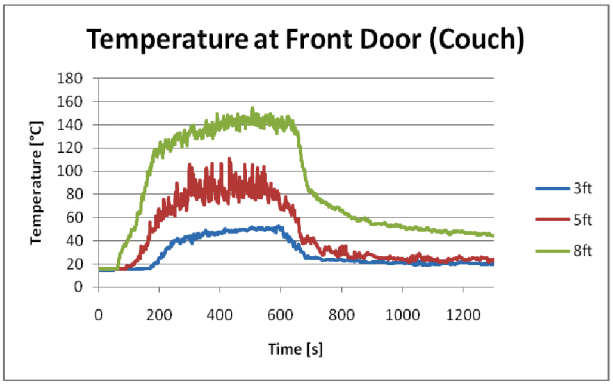


5 Person, Close Stagger

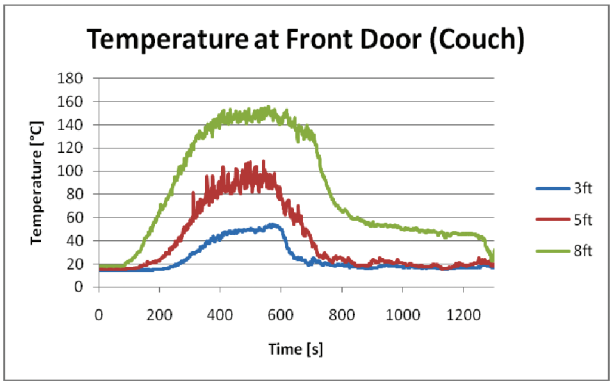


5 Person, Far Stagger

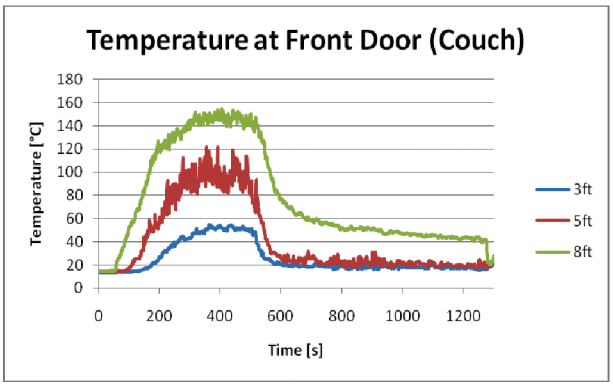
Temperature Near Front Door (Couch)



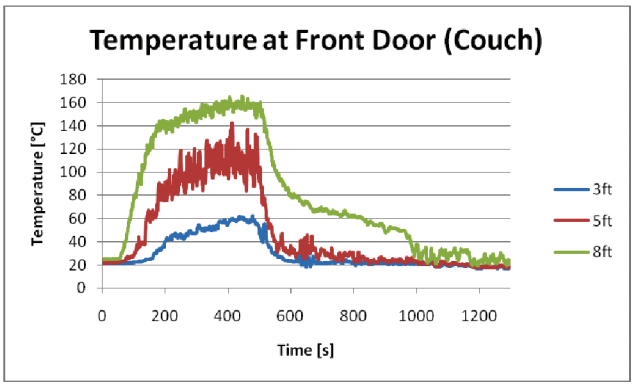
2 Person, Close Stagger



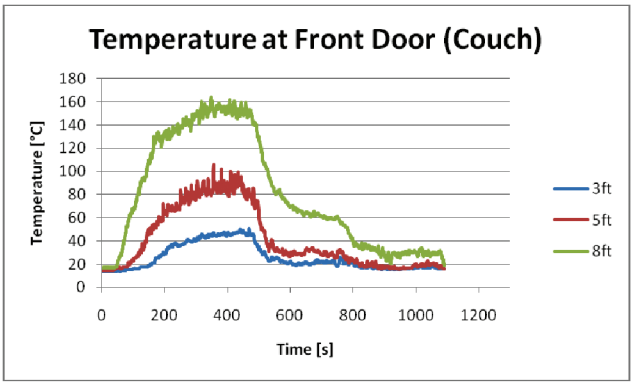
2 Person, Far Stagger



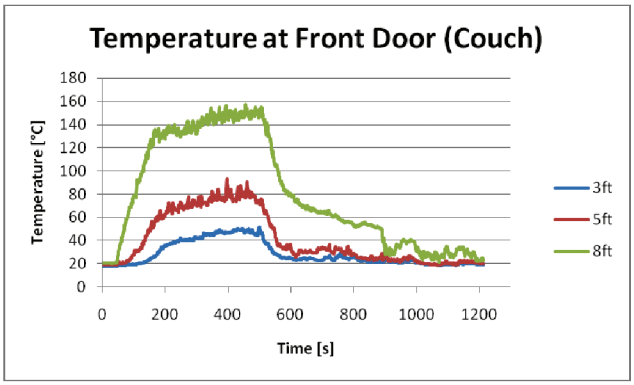
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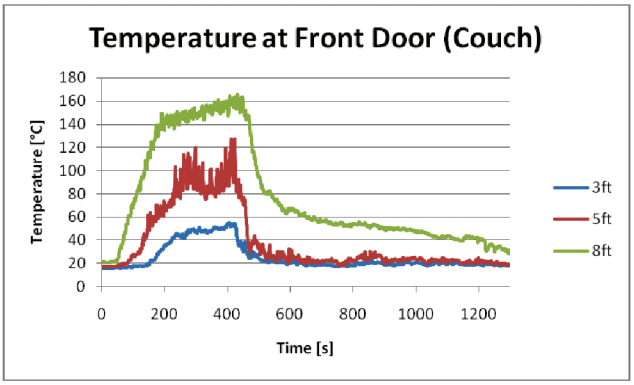
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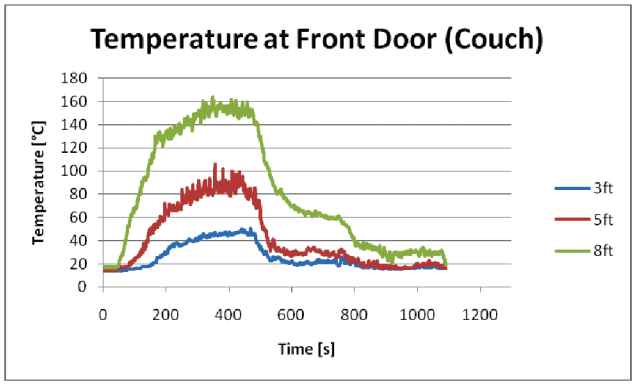
4 Person, Close Stagger



4 Person, Far Stagger



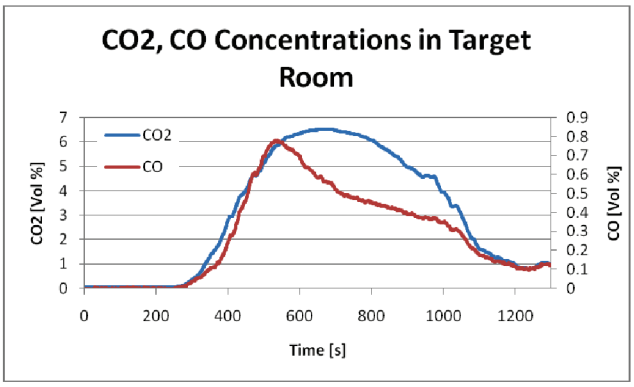
5 Person, Close Stagger



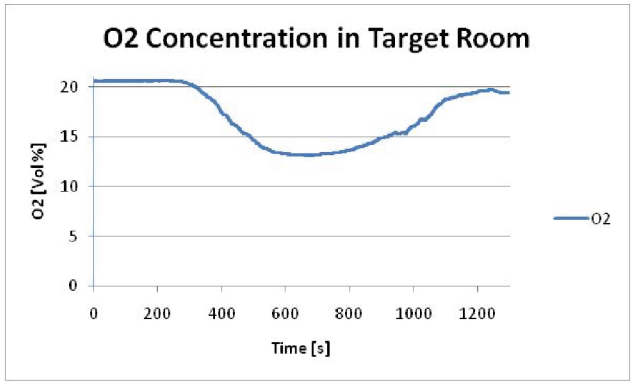
5 Person, Far Stagger

Gas and Temperature Data for Room and Contents Tests

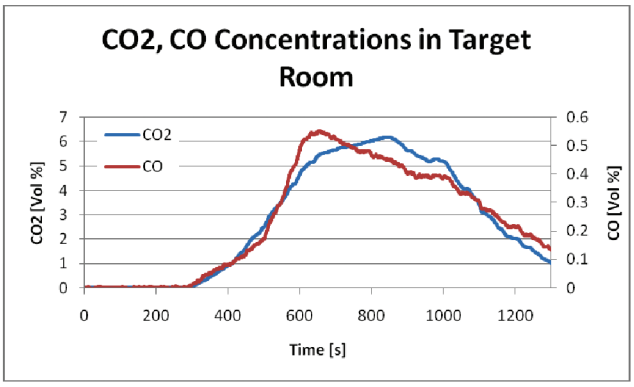
Examples of Gas Data in Target Room



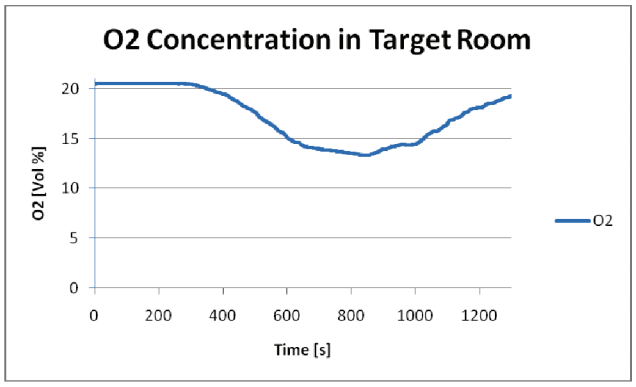
2-Person, Early Arrival



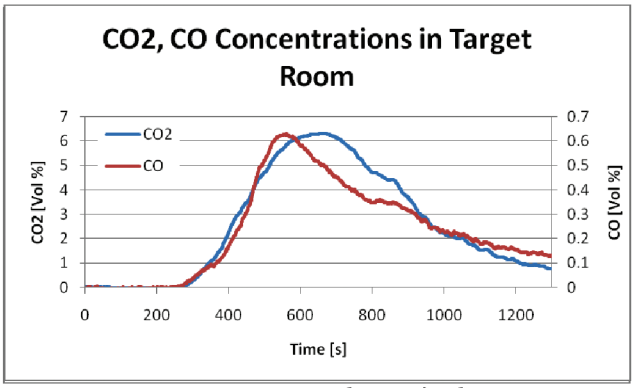
2-Person, Early Arrival



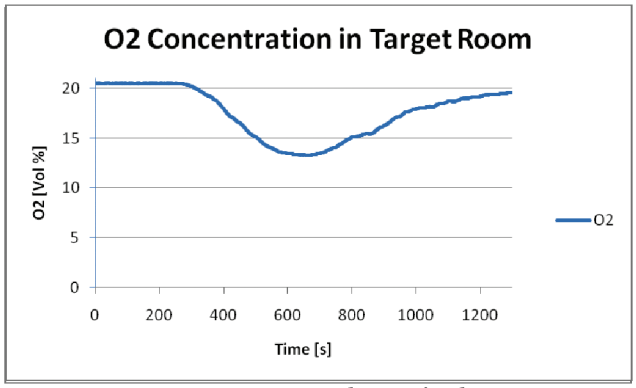
2-Person, Late Arrival



2-Person, Late Arrival



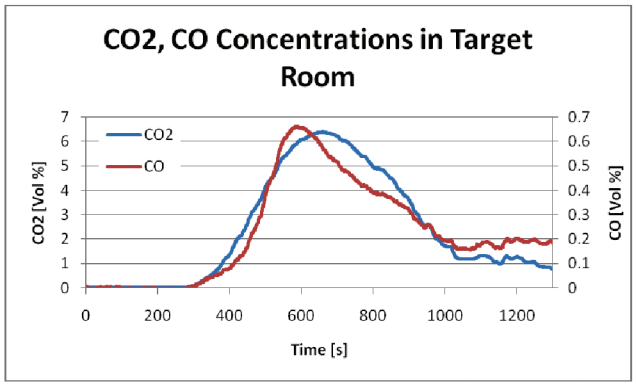
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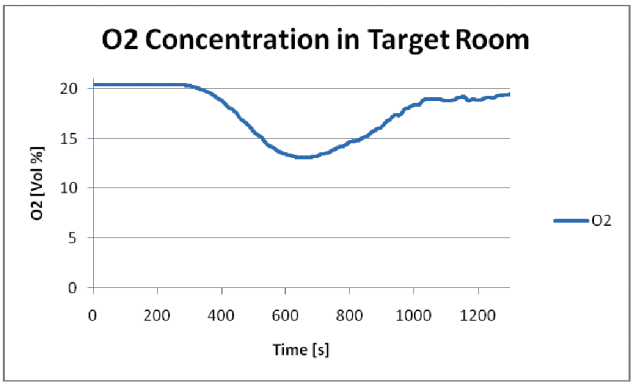
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Gas and Temperature Data for Room and Contents Tests

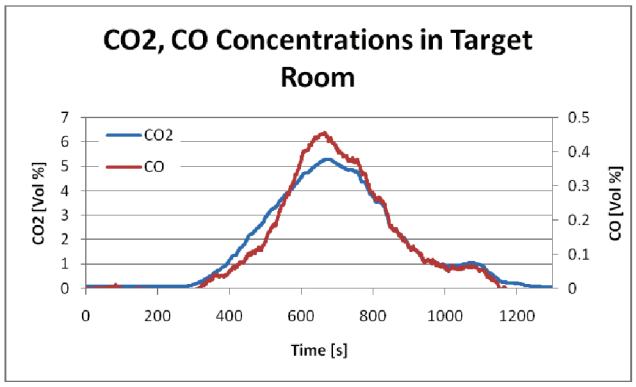
Examples of Gas Data in Target Room



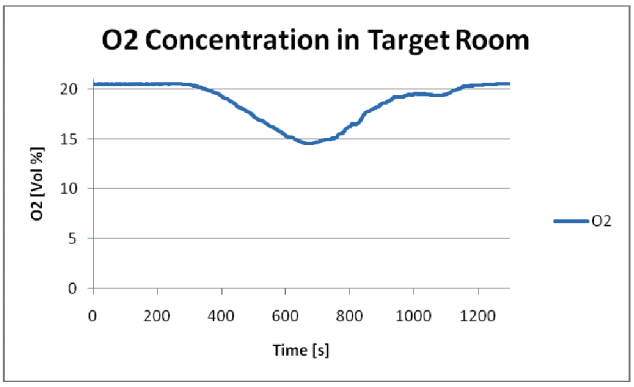
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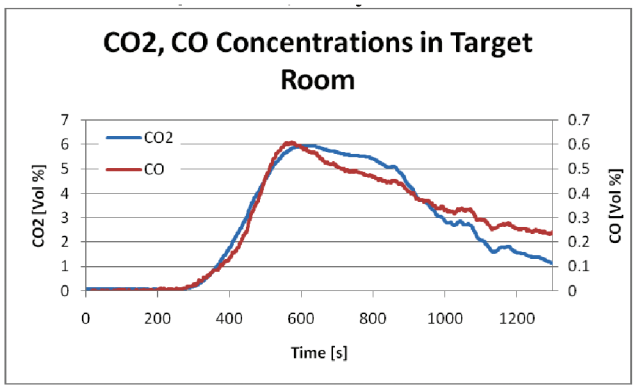
3-Person, Late Arrival



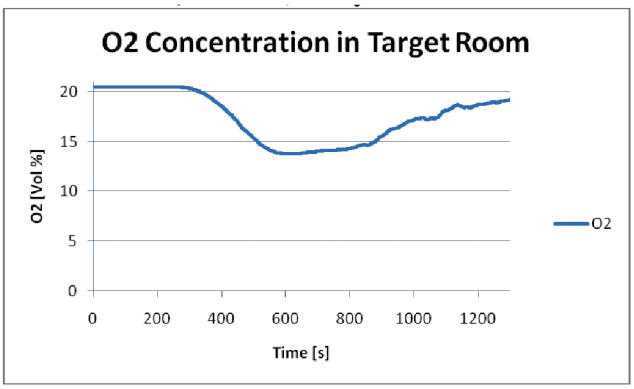
4-Person, Early Arrival



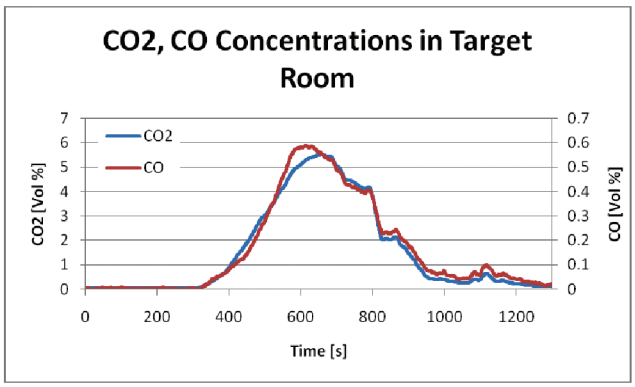
4-Person, Early Arrival



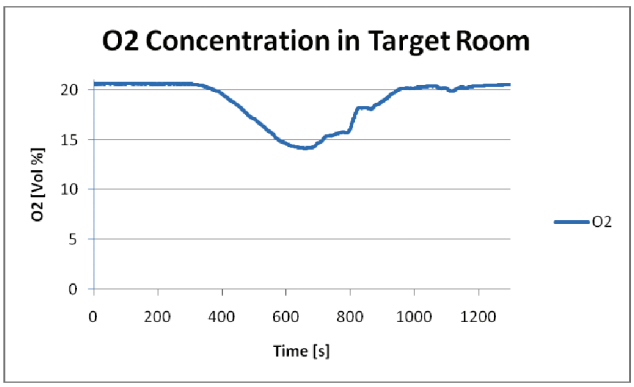
4-Person, Late Arrival



4-Person, Late Arrival

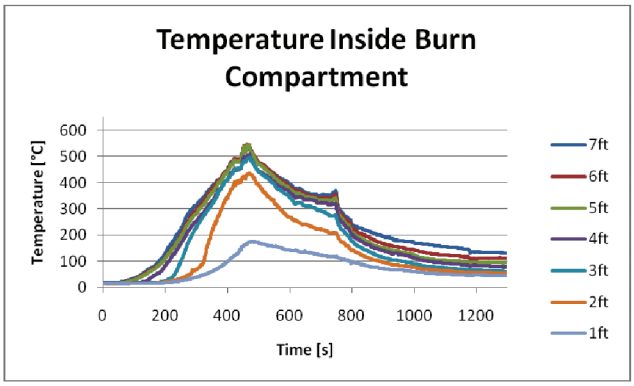


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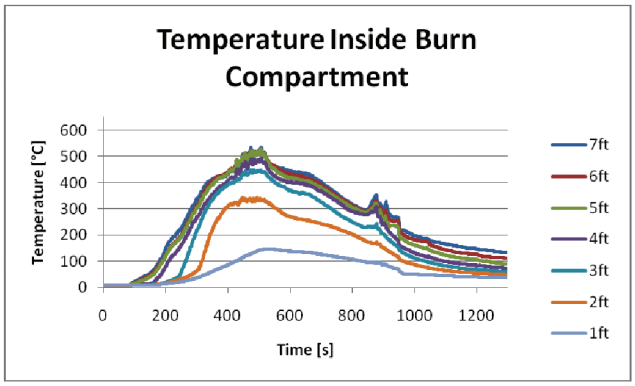


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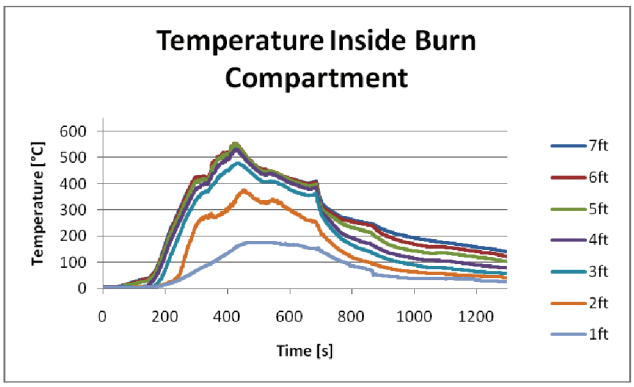
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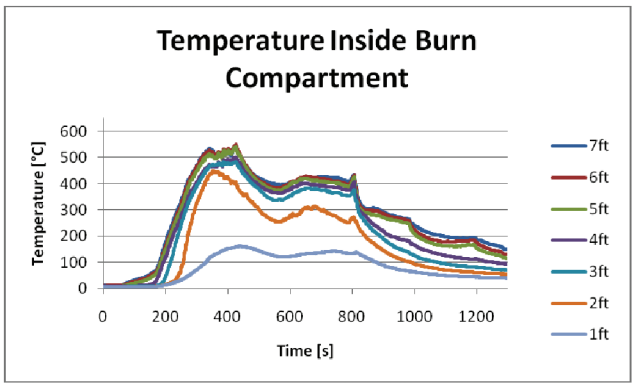
2-Person, Early Arrival



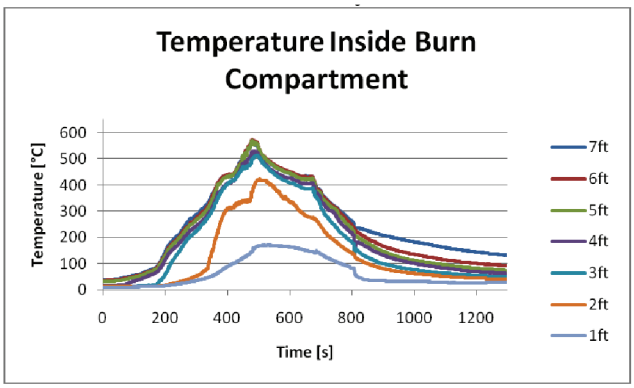
2-Person, Late Arrival



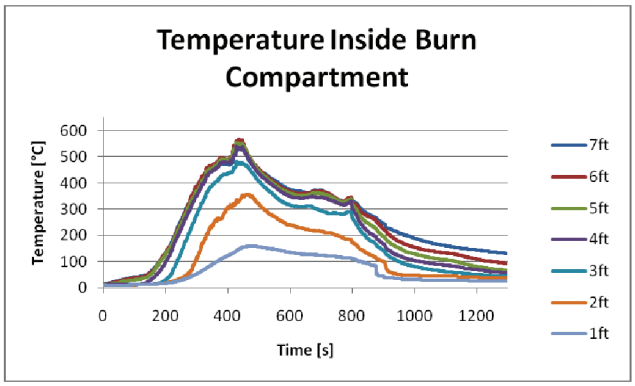
3-Person, Early Arrival



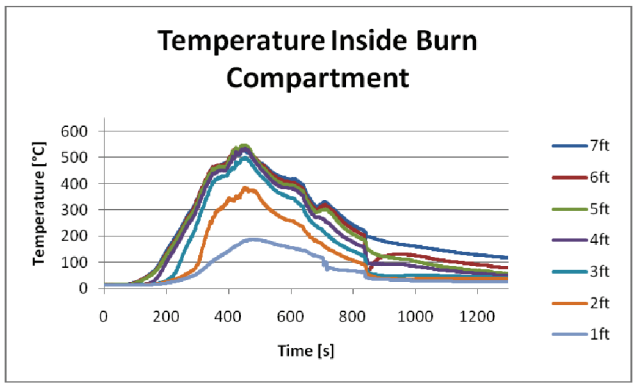
3-Person, Late Arrival



4-Person, Early Arrival

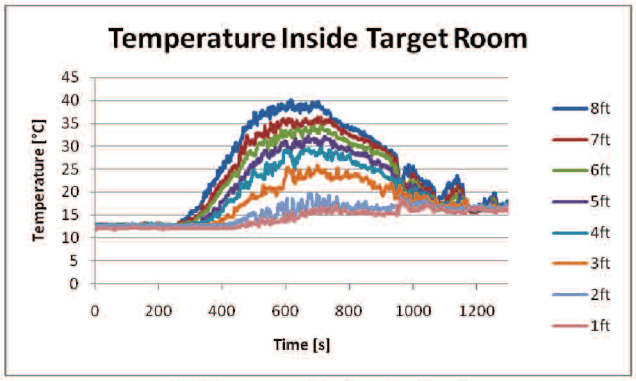


4-Person, Late Arrival

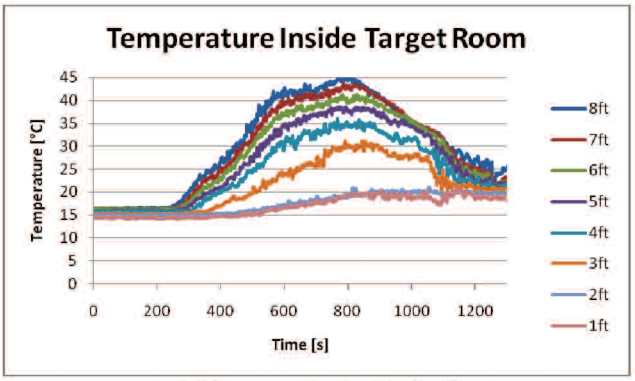


5-Person, Early Arrival

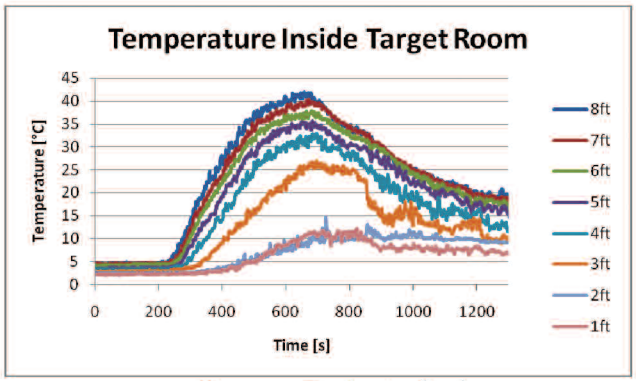
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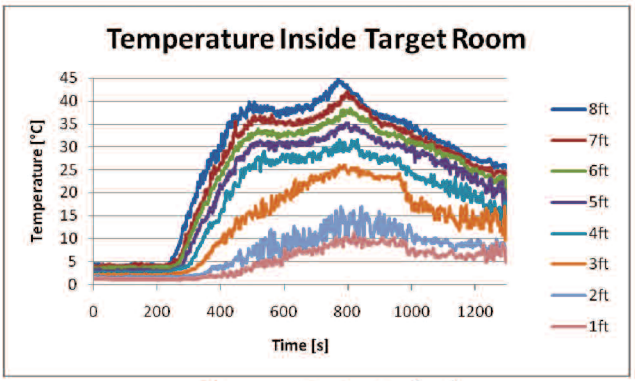
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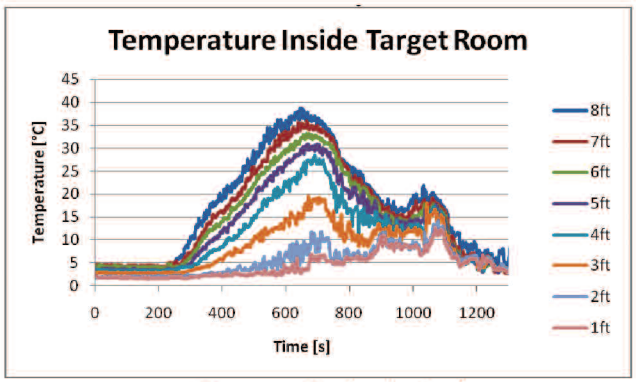
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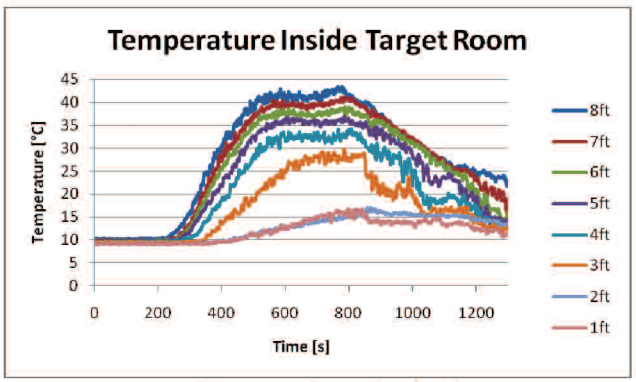
3-Person, Early Arrival



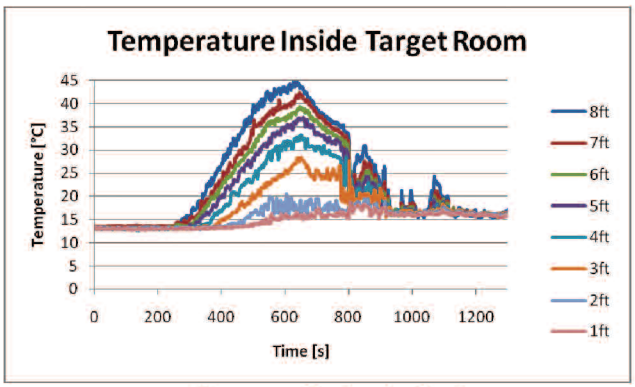
3-Person, Late Arrival



4-Person, Early Arrival

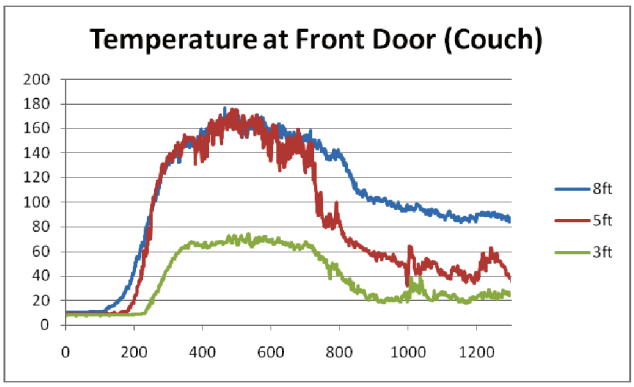


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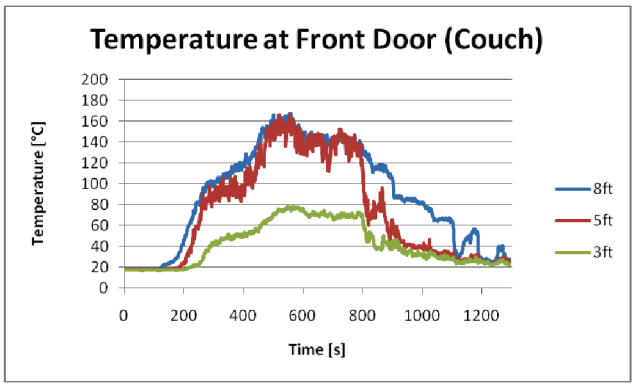


5-Person, Early Arrival

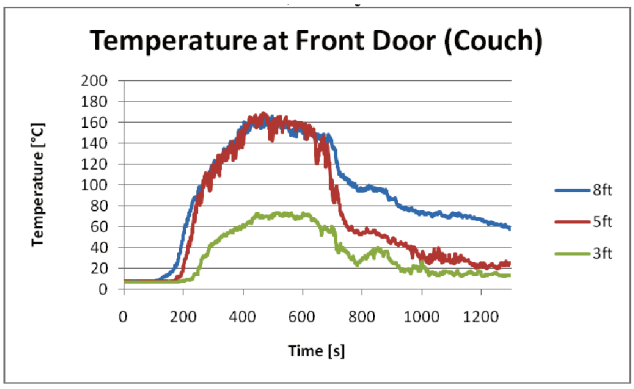
Temperatures Near Front Door (Couch)



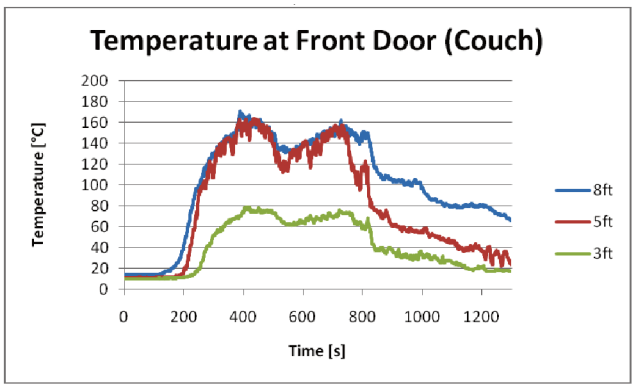
2-Person, Early Arrival



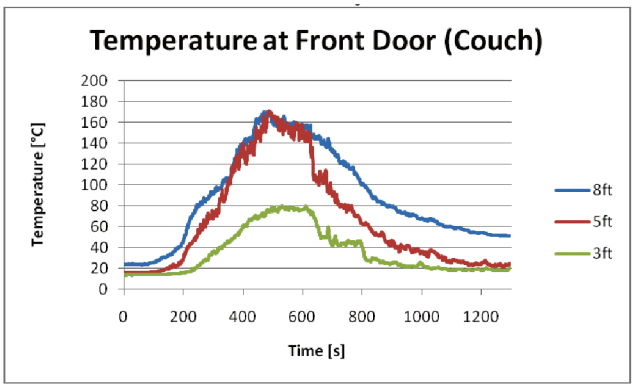
2-Person, Late Arrival



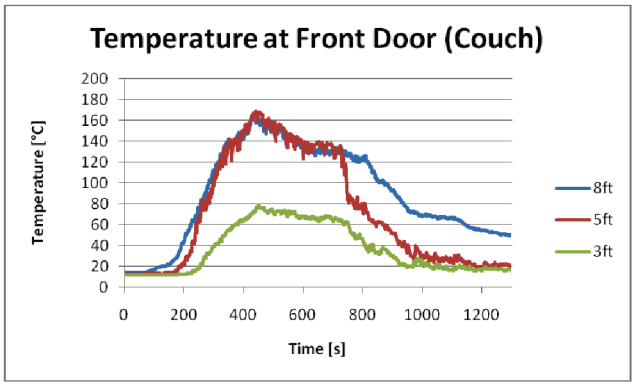
3-Person, Early Arrival



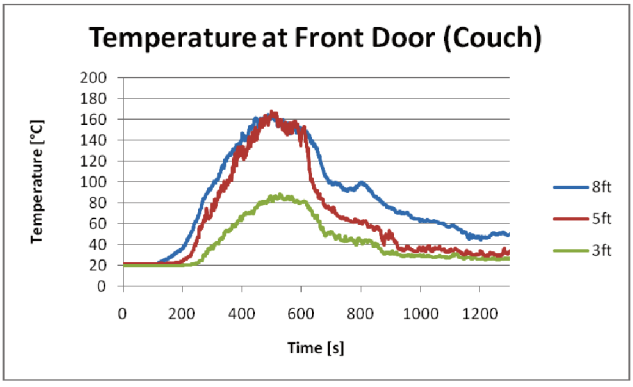
3-Person, Late Arrival



4-Person, Early Arrival



4-Person, Late Arrival



5-Person, Early Arrival

NOTES:

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at
https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html.

Table of Contents

Planned UEI Updates in Grant Application Forms: 1
A. Program Description 5
1. Issued By 5
2. Assistance Listings Number 5
3. Assistance Listings Title 5
4. Funding Opportunity Title 5
5. Funding Opportunity Number 5
6. Authorizing Authority for Program 5
7. Appropriation Authority for Program 5
8. Announcement Type 5
9. Program Category 5
10. Program Overview, Objectives, and Priorities 5
a. Overview 5
b. Objectives 6
c. Priorities 6
11. Performance Measures 6
B. Federal Award Information 7
1. Available Funding for the NOFO: $360 million 7
2. Projected Number of Awards: 300 7
3. Period of Performance: 12-48 months 7
4. Projected Period of Performance Start Date(s): N/A 7
5. Projected Period of Performance End Date(s): N/A 7

6. Funding Instrument Type: Grant 7
C. Eligibility Information 8
1. Eligible Applicants 8
a. Hiring Activity 8
b. R&R Activity 8
2. Applicant Eligibility Criteria 8
a. Hiring Activity 8
b. R&R Activity 8
3. Other Eligibility Criteria/Restrictions 9
4. Maintenance of Effort (MOE) 9
5. Cost Share or Match 9
6. Economic Hardship Waivers 9
D. Application and Submission Information 9
1. Key Dates and Times 9
a. Application Start Date: Mar. 11, 2024 at 8 a.m. ET 9
b. Application Submission Deadline: Apr. 12, 2024 at 5 p.m. ET 9
c. Anticipated Funding Selection Date: 10
No later than Jul. 31, 2024 10
d. Anticipated Award Date: 10
Beginning on approximately Jul. 31, 2024 and continuing thereafter until all FY 2023 SAFER Program grant awards are issued (but no later than September 30, 2024). 10
e. Other Key Dates 10
2. Agreeing to Terms and Conditions of the Award 11
3. Address to Request Application Package 11
4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM) 11
5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application 11
6. Electronic Delivery 12
7. How to Register to Apply 12
a. General Instructions 12
b. Obtain an UEI Number: 13
c. Obtain Employer Identification Number 13
d. Create a login.gov account 13
e. Register with SAM 13
f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR 14
8. Submitting the Final Application 14
9. Timely Receipt Requirements and Proof of Timely Submission 15
10. Content and Form of Application Submission 15
a. Standard Required Application Forms and Information 15
b. Program-Specific Required Forms and Information 15
11. Funding Restrictions and Allowable Costs 15
a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 16
b. Pre-Award Costs 18

c. Management and Administration (M&A) Costs 18
d. Indirect Facilities & Administrative (F&A) Costs 18
e. Other Direct Costs 19
E. Application Review Information 19
1. Application Evaluation Criteria 19
a. Programmatic Criteria 19
b. Financial Integrity Criteria 20
c. Supplemental Financial Integrity Criteria and Review 20
2. Review and Selection Process 20
3. Narrative Evaluation Criteria 21
a. Hiring Activity 22
b. R&R Activity (Fire Departments) 23
c. R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations) 24
F. Federal Award Administration Information 25
1. Notice of Award 25
2. Administrative and National Policy Requirements 26
a. DHS Standard Terms and Conditions 26
b. Ensuring the Protection of Civil Rights 26
c. Environmental Planning and Historic Preservation (EHP) Compliance 27
d. National Incident Management System (NIMS) Implementation 28
e. Period of Performance Guidance 28
f. Difference between Application Request and Award 29
g. Turndown Notifications 29
3. Reporting 29
a. Financial Reporting Requirements 30
b. Programmatic Performance Reporting Requirements 30
c. Closeout Reporting Requirements 30
d. Additional Reporting Requirements 32
4. Monitoring and Oversight 33
G. DHS Awarding Agency Contact Information 34
1. Contact and Resource Information 34
a. SAFER Program Office Contact 34
b. SAFER Program Application Guidance Documents 34
c. FEMA Grants News 34
d. Grant Programs Directorate (GPD) Award Administration Division 35
e. Equal Rights 35
f. Environmental Planning and Historic Preservation 35
2. Systems Information 35
a. FEMA GO 35
H. Additional Information 35
1. Termination Provisions 35
a. Noncompliance 35
b. With the Consent of the Recipient 36
c. Notification by the Recipient 36
2. Program Evaluation 36

3. Period of Performance Extensions 37
4. Disability Integration 37
5. Conflicts of Interest in the Administration of Federal Awards or Subawards 38
6. Procurement Integrity 39
   a. Important Changes to Procurement Standards in 2 C.F.R. Part 200 40
   b. Competition and Conflicts of Interest 40
   c. Supply Schedules and Purchasing Programs 42
   d. Procurement Documentation 43
7. FEMA Financial Assistance Programs for Infrastructure 44
   a. Build America, Buy America Act 44
8. Record Retention 46
   a. Record Retention Period 46
   b. Types of Records to Retain 46
9. Actions to Address Noncompliance 47
10. Audits 48
11. Payment Information 49
12. Whole Community Preparedness 49
13. Appendix A – FY 2023 SAFER Program Updates 51
14. Appendix B – Programmatic Information and Priorities 51
   a. Ineligible Applications and/or Organizations 51
   b. Supporting Definitions for this NOFO 52
   c. Application Tips 56
   d. Funding Limitations 56
   e. Restrictions on Uses of Award Funds 57
   f. Funding Priorities 57
   g. Hiring Activity Overview 58
   h. R&R Activity – Fire Departments Overview 59
   i. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview 62
   j. Eligible and Ineligible Costs and Requirements 63
15. Appendix C – Award Administration Information 73
   a. Help FEMA Prevent Fraud, Waste, and Abuse 73
   c. Maintenance and Sustainment 74
   d. Taxes, Fees, Levies, and Assessments 75
   e. Excess Funds 76
   f. Payments and Amendments 76
   g. Disposition of Grant Funded Equipment 78
   h. Post-Award Recipient Responsibilities 78

A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.083

3. Assistance Listings Title
Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title
Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number
DHS-23-GPD-083-00-99

6. Authorizing Authority for Program
Section 34 of the Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a)

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328)

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. *Overview*
The Fiscal Year (FY) 2023 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2022–2026 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

b. ***Objectives***

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. ***Priorities***

Information on program priorities and objectives for the FY 2023 SAFER Program can be found in Appendix B - Programmatic Information and Priorities of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of "majority career" SAFER Program recipients' who reported and provided evidence that the grant funding increased compliance with structural fire

responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards;
- Percentage of "majority volunteer" SAFER Program recipients' who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1720 structural response standards; and
- Percentage of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

Note: NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available. While the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

B. Federal Award Information

1. Available Funding for the NOFO: **$360 million**

2. Projected Number of Awards: **300**

3. Period of Performance: **12-48 months**
- **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
- **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H.3 of this NOFO.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **N/A**[1]

5. Projected Period of Performance End Date(s): **N/A**

6. Funding Instrument Type: **Grant**

[1] FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

C. Eligibility Information

1. Eligible Applicants

a. *Hiring Activity*

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico[2], or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. *R&R Activity*

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico[2,] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in Appendix B – Programmatic Information and Priorities of this NOFO.

2. Applicant Eligibility Criteria

a. *Hiring Activity*

The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.

b. *R&R Activity*

The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

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[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10)

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria/Restrictions

National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2023 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2023 SAFER Program.

5. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2023 SAFER Program. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

6. Economic Hardship Waivers

Because there is no minimum budget requirement, cost share requirement, or position cost limit, an economic hardship waiver process is not necessary for the FY2023 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** ***Mar. 11, 2024 at 8 a.m. ET***

b. ***Application Submission Deadline:*** ***Apr. 12, 2024 at 5 p.m. ET***

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes (FEMA GO) system automatically records proof of timely submission, and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization

Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D.7 of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO. For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by email at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET

c. ***Anticipated Funding Selection Date:***
No later than Jul. 31, 2024

d. ***Anticipated Award Date:***
Beginning on approximately Jul. 31, 2024 and continuing thereafter until all FY 2023 SAFER Program grant awards are issued (but no later than September 30, 2024).

e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

   Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this notice is (800) 462-7585.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
   Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
   1) Be registered in Sam.Gov before application submission.
   2) Provide a valid Unique Entity Identifier (UEI) in its application.
   3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

   To apply for an award under this program, all applicants must:

   a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the application, provide an UEI number;
   c. Have an account with login.gov;
   d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
   e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of

contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide

f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

7. How to Register to Apply

a. ***General Instructions***

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. ***Obtain an UEI Number:***
All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov.

c. ***Obtain Employer Identification Number***
All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: Apply for an Employee Identification Number (EIN) Online.

d. ***Create a login.gov account***
Applicants must have a login.gov account in order to register with SAM or update their SAM registration.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements visit SAM registration.

e. ***Register with SAM***
All organizations applying must register with SAM. Failure to register with SAM will prevent your organization from applying. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to Register with SAM.

Note: As a **new requirement** per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS
Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to**

obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at Federal Support Desk or call toll free (866) 606-8220, Monday through Friday, 8 a.m. – 8 p.m. ET.

f. ***Register in FEMA GO, Add the Organization to the System, and Establish the AOR***

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Internet Explorer;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Final Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.8 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D.8 of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Grants.gov SF-424 Family.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.9 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. ***Program-Specific Required Forms and Information***

For program-specific updates and information, please see the Appendices to this NOFO.

11. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from working in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B – Programmatic Information and Priorities, Section e. Restrictions on Uses of Award Funds for additional information on funding restrictions and allowable costs.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), 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. Beginning August 13, 2020, the statute – as it applies to FEMA 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.

Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by

the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see Appendix C for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See Appendix C – Award Administration Information for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

c. ***Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A costs are not eligible under the Hiring Activity.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not

required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable. Indirect costs are not allowable under the Hiring Activity.

e. ***Other Direct Costs***

CONSTRUCTION

Construction costs are not eligible under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities activities described in Appendix B – Programmatic Information and Priorities, Section f. Funding Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability;
ii. Quality of management systems and ability to meet management standards;
iii. History of performance in managing federal awards;
iv. Reports and findings from audits; and
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

I. Pre-scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

II. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

III. Technical Evaluation Process (TEP)

The highest ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

During the TEP information in Appendix B - Programmatic Information and Priorities is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on findings made during this assessment.

3. Narrative Evaluation Criteria

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used

by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. **FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate**. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. ***Hiring Activity*** - The panel score is 50% of the total application score.
    i. **Project Description (30%):**
        - Why does the department need the positions requested in this application?
        - How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
        - What unique and specific services will the requested positions provide to the fire department and community?

- How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

ii. **Impact on Daily Operations (30%):**
- How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
- How will that risk be unequivocally reduced if awarded?

iii. **Financial Need (30%):**
- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. **Cost Benefit (10%):**
- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

b. ***R&R Activity (Fire Departments)*** **-** The panel score is 70% of the total application score.

i. **Project Description (30%):**
- Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.
- Describe the particular problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
- If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

ii. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance.

iii. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

iv. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. ***R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*** **-** The panel score is 70% of the total application score.

i. **Project Description (30%):**

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.

- Describe the specific services the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

ii. **Impact on Daily Operations (30%):**

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application.

iii. **Financial Need (30%):**

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

iv. **Cost Benefit (10%):**

- Describe the specific benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C - Award Administration Information in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program**.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The terms and conditions that apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works toward achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at External Civil Rights Division | FEMA.gov.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov)

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to

DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

d. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. However, any applicant who receives an FY 2023 SAFER Program award must achieve the level of NIMS compliance required by the AHJ over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

e. Period of Performance Guidance

i. Hiring Activity

- The period of performance is 36 months for all grants awarded under this activity.
- A default 180-day recruitment period begins when FEMA approves an application for an award under this activity.
- The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date.

- If a recipient is able to hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

ii. R&R Activity

- The period of performance is 12, 24, 36, or 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance.
- The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date.
- If a recipient is able to begin its recruitment or retention activities during the 90- day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early.

f. Difference between Application Request and Award

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

g. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2023 SAFER Program award with a turndown notification.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. ***Financial Reporting Requirements***

I. **FEDERAL FINANCIAL REPORT (FFR)**

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Recipients must file the FFR electronically using FEMA GO.

II. **FFR REPORTING PERIODS AND DUE DATES**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. ***Programmatic Performance Reporting Requirements***

I. **PERFORMANCE PROGRESS REPORT (PPR)**

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. **PPR PERIODS AND DUE DATES**

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period January 1–June 30)
- **No later than January 30** (for the period July 1–December 31)

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

c. ***Closeout Reporting Requirements***

I. **CLOSEOUT REPORTING**

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the

original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable;
ii. The final FFR (SF-425);
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance; and
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award

with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time, during the period of performance of an award, under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***SAFER Program Office Contact***

The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m.–4:30 p.m. ET.

b. ***SAFER Program Application Guidance Documents***

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2023. For more details, please visit the SAFER Program website at https://www.fema.gov/grants/preparedness/firefighters/safer.

c. ***FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA Grants News provides general information on all FEMA grant programs and maintains a comprehensive database

containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by phone at (800) 368-6498 or by e-mail at fema-grants-news@fema.dhs.gov, Monday through Friday, 9a.m. – 5 p.m. ET.

d. ***Grant Programs Directorate (GPD) Award Administration Division***
GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

e. ***Equal Rights***
The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. ***Environmental Planning and Historic Preservation***
GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***
For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions
FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***
If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material

failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance.

b. ***With the Consent of the Recipient***
FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***
The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation
Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.
OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).
As such, recipients and subrecipients are required to participate in a DHS Component, or PO-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the PO. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413. Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay – including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to Section H.6 on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, sub-applicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for

procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. ***Important Changes to Procurement Standards in 2 C.F.R. Part 200***

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.9.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. ***Supply Schedules and Purchasing Programs***

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. **GENERAL SERVICES ADMINISTRATION SCHEDULES**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. **OTHER SUPPLY SCHEDULES AND PROGRAMS**

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. FEMA Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced 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.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- 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.
- 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%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States: means the following for:

- **Iron and steel**: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products**: The 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.
- **Construction Materials**: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. ***Record Retention Period***

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;

- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see Section H.1 on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F.3.d.iii of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);

- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial, and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means:

1. Involving people in the development of national preparedness documents, and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2023 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the SAFER Program. The FY 2023 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Additions to the Application
  - State and national organizations must enter their personnel expenditures purpose in the narrative.
  - Local departments and small projects must define all requested positions in their narrative.
- Under R&R Activity – Eligible Costs
  - Only one set of structural and wildland PPE for new recruits.
  - Tuition assistance must be specific to an accredited university or trade school program.
  - The student must receive a license, certification, or degree at the end of the program.
  - Wellness programs (e.g., group fitness led by health instructors that come to the department).
  - Traditional therapies and preventative care facilitated by a licensed mental health and/or physical healthcare provider.
- Under R&R Activity – Ineligible Costs
  - Tuition assistance for family members is an ineligible cost.
  - Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer-Aided Dispatch systems.
  - Gym memberships.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. *Ineligible Applications and/or Organizations*

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2023 SAFER Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

However, if two or more organizations share facilities and each submits an application for the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and

compare all of those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
    - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

b. ***Supporting Definitions for this NOFO***

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the

jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and/or federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may

also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter’s regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. ***Application Tips***

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS": as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.
- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

d. ***Funding Limitations***

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2023 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
    - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).

- A total of 10% of funding appropriated for FY 2023 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
    - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), in order to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
    - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

e. ***Restrictions on Uses of Award Funds***

- Under the R&R Activity, applications that request a Staffing Needs Assessment and/or Risk Assessment project are precluded from applying for additional R&R-related activities.
- Applicants may not use award funds for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings.
- Applicants may not use federal funds to sue the Federal Government or any other government entity.

f. ***Funding Priorities***

Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

g. ***Hiring Activity Overview***

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance in three categories:

i. **Rehire:** Rehiring firefighters who were laid off within the two years prior to the start of the application period;
ii. **Retention:** Retaining firefighters facing imminent layoff (within 120 days of the close of the application period); or,
iii. **New Hire:** Hire new, additional firefighters.

All of the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

I. COMPLIANCE WITH NFPA STANDARDS

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in Appendix B Section f: Funding Priorities –Meeting the National Standards of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

II. CALL VOLUME AND POPULATION SERVED

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and

departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

III. FIREFIGHTER HEALTH MEASURES

The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

IV. TRAINING REQUIREMENTS

Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

h. *R&R Activity – Fire Departments Overview*

Grants awarded under this R&R Activity are to fire departments to assist with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

I. COMPLIANCE WITH NFPA STANDARDS

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in Appendix B Section f: Funding Priorities –Meeting the National Standards of this NOFO.

II. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

III. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

IV. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members. Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and/or when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

I. Firefighter Training and Certification Requirements

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

II. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

III. Regional Requests

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the R&R Activity may also apply for funding under the SAFER Program as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share,

accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application**.

i. ***R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Volunteer Firefighter Interest Organizations (Interest Organizations) Overview***

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All of the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: High (H), Medium (M), or Low (L).

I. COMPLIANCE WITH NFPA STANDARDS

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in Appendix B Section f: Funding

Priorities –Meeting the National Standards of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefitting from the grant funds receive higher consideration for funding.

II. R&R Coordinator/Program Manager/Grant Administrator

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

III. Needs Assessment

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

IV. Fire Service Partnerships

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

j. ***Eligible and Ineligible Costs and Requirements***

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section E – Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: • Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B Section b for this NOFO. • Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary

Hiring Activity – Eligible Costs and Requirements

or a firefighter's regularly scheduled and contracted shift hours, in order to comply with FLSA, are eligible. For more information on FLSA, please visit the U.S. Department of Labor.

- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) or rehired (**Rehire category)** after the SAFER Program grant offer of award (except if awarded under the Retention category) are eligible for grant funding.
- Only full-time positions are eligible for funding in all three categories. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, in all three categories, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Eligible positions for funding under the **Rehire category** must have been laid off in the two years prior to the start of the application period on **March 11, 2024.** Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Firefighters who have been issued a formal layoff notice, which includes a specific date for the layoff action, prior to the start of the application period, and those who face imminent layoff – within 120 days of the close of the application period – are eligible for SAFER Program funding under the **Retention category**. As the application period closes on **April 12, 2024**, the layoffs must become effective on or before **August 10, 2024**. Copies of the official, signed, and issued layoff notices will be required at the time of application.
- Eligible positions under the **Retention category** must be employees of the department at the time the application is submitted. **Note:** if a retention position becomes vacant after the application is submitted, departments must fill the vacancy with a new hire in order to maintain the operational staffing level.
- A layoff notice that is not executed within the specified terms will be considered void (unless an additional notice is provided within 14 days of the original action date) and will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.
- Any layoff action not executed in accordance with the terms of the official layoff notice, or which does not meet the above requirements will not qualify for funding in the Rehire or Retention categories. Applicants who do not meet these parameters must apply under the **New Hire category**.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award (except under the Retention category) are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/ medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.
- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in "eligible costs" above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department's legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on

R&R Activity – Eligibility Requirements

all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.

- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after being awarded.

R&R Activity – Eligible Costs: High Priority

- Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.).
    - **Note**: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). **Note**: computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
    - Media advertising (e.g., television, radio, social media);
    - Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and,
    - LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see Section F.2.c - Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO).
    - **Note**: If requesting funds to recruit new members, a marketing plan must be in place or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources.
- New Member Costs. Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1, and Chapter 9, Essential Job Tasks – Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at Roadmap | FSTAR (fstaresearch.org).

R&R Activity – Eligible Costs: High Priority

- **Note**: annual physicals are only eligible if the applicant is also requesting grant funds to provide NFPA 1582 entry-level physicals for new recruits; annual physicals are only eligible for the same new recruits. Physicals or annual exams for any other members are not eligible.
- Only actual costs for physicals are allowed and will be paid on a reimbursable basis. To receive reimbursement, recipients must provide invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the cost for physicals.

- New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation [CPR], First Responder, EMT, FF1, FF2).
  - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training is also eligible.
  - **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Leadership/career development training when used as a retention incentive that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage/transportation, lodging and/or meals while attending leadership/career development training or conferences are also eligible.
  - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
  - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible. To receive reimbursement, recipients must provide documentation of the CEUs or the certificates of completion.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible.
  - **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
  - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
  - Courses are not limited to firefighter training or education.
  - Only tuition payments for classes offered and taken during the period of performance are allowable.
  - Computers for individual students are not eligible for funding.
  - Payments for student loans are not eligible for funding.

R&R Activity – Eligible Costs: High Priority

- Recipients must provide internal policies that explain how funding is administered.
- Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Actual costs will be paid on a reimbursable basis. To receive reimbursement, students must successfully complete all classes and be working towards receiving a license, certification, or degree at the end of the program.

- PPE/Turnout Gear.
  - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
  - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess.
  - Only actual costs for PPE are allowed and will be paid on a reimbursable basis.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
  - To receive reimbursement, recipients must provide the following documentation to support the purchase of PPE:
    - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
    - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty."
  - Eligible PPE Expenditures:
    - Only one set of PPE for structural and wildland firefighting per each new recruit.
    - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
    - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
- Traditional therapies and preventative care facilitated by a licensed mental health and/or physical healthcare provider.

R&R Activity – Eligible Costs: High Priority

• LOSAP or Retirement Program:
  ○ New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
  ○ Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).
  Note: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

• Nominal stipends, as defined under Appendix B Section b in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
  ○ Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
  ○ Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  ○ Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
  ○ Only actual costs for stipends are allowed and will be paid on a reimbursable basis.
  ○ Allowable costs may be limited to reasonable amounts as determined by FEMA.
  ○ To receive reimbursement, recipients must provide the following documentation to support the stipends:
  ▪ Documentation to show what the department would pay to hire a full- time firefighter to perform the services for which the stipend is provided (e.g., current salary/benefit package from human resources department, data from the U.S. Department of Labor's Bureau of Labor Statistics).
  ▪ Copies of run reports, staffing reports, etc.
• Costs to support explorer/cadet, and mentoring programs, such as:
  ○ Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
  ○ Training (Non-Immediate Danger to Life and Health [IDLH]).
  ○ One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because

R&R Activity – Eligible Costs: Medium Priority

PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
    - One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than $10,000 total per grant award.
- Wellness programs (e.g., group fitness led by health instructors that come to the department).

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
    - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and/or retention goals.
    - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible.
    - **Note**: costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).
    - Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
        - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
    - Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.
- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector and/or screen to support classroom training.

R&R Activity – Eligible Costs: Low Priority

- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications/remodeling/renovation of existing facilities.
    - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
    - Remodeling/renovations may not change the footprint or profile of the building.
    - Any request for modifications to facilities may require EHP review (for details see Section F.2.c Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
    - Written approval must be provided by FEMA prior to the use of any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to three percent of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or federally recognized tribal volunteer firefighter interest organizations that are expended pursuant to Section D: Application and Submission Information.
- Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fee
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs
This list is not exhaustive: • Salary and benefits for firefighters. • Retroactive payments or recognition for operational services rendered prior to the grant award. • Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, subsection b. Grant Writer/Preparation Fees. • Fire suppression equipment. • Vehicles. • Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators). • Supplies, expendables, or "onetime" use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock). • Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices. • Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer- Aided Dispatch systems. • Video cameras/recording equipment. • Photographs/photographer unless part of a marketing contract for recruitment of new members. • Intruder alerting systems and deployment notification systems. • Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters). • Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events). • Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible. • Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs). • Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training). • Tuition assistance for family members of the volunteer. • Services at a member's personal residence (e.g., internet access, plowing of driveways). • Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment. • "Giveaways" for recruitment events, such as pencils, pens, t-shirts, cups, mugs or balloons. • Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800). • Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.

R&R Activity – Ineligible Costs

• Medical exams for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.
• Gym Memberships.
• Payments for student loans.
• Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
• Station internet access/user fees and equipment to install internet (such as routers).
• Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
• Computers in common areas or individual computers for training/education.
• Copiers/printers.
• Incentives for career firefighters within the recipient's fire department.
• Ineligible explorer/cadet/mentoring program expenditures:
  ○ SCBAs, including masks/face pieces.
  ○ Anything involving the IDLH atmosphere.
  ○ Any activities precluded by the AHJ.
• Ineligible PPE expenditures:
  ○ Three-quarter length rubber boots.
  ○ SCBAs (not including SCBA masks/face pieces).
  ○ PASS Devices.
  ○ Spare cylinders.
  ○ Bomb disposal suits.
  ○ PPE for hazardous materials and other specialized incidents.
  ○ More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
• PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must

satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. In order for the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

c. ***Maintenance and Sustainment***

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

d. ***Taxes, Fees, Levies, and Assessments***

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC*

requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.

e. ***Excess Funds***

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance in order to be allowable.

f. ***Payments and Amendments***

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; and,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

g. ***Disposition of Grant Funded Equipment***

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk prior to the disposition of SAFER Program-funded equipment.

h. ***Post-Award Recipient Responsibilities***

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees (except under the retention category).

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to

maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements. Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 7.HH

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance – Other		
Department:	City Manager		
Subject:	Travel Approval for City Commission		
Summary:	Members of the City Commission, the City Manager and the City Attorney attend various conferences and events during the year. It is proposed the City Commission consider approving the addition of the United States Conference of Mayors 93rd Winter Meeting, to the list of approved travel. Details are located on the United States Conference of Mayors website, https://www.usmayors.org.		
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):	Staff recommends approval of this additional conference/travel should it be attended.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. United States Conference of Mayors 2. 93rd Winter Meeting Registration Now Open - January 17-19, 2025		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager	12/9/2024 12/12/2024 12/18/2024	

THE UNITED STATES CONFERENCE OF MAYORS

About The Conference

The United States Conference of Mayors is the official non-partisan organization of cities with populations of 30,000 or more. There are over 1,400 such cities in the country today. Each city is represented in the Conference by its chief elected official, the mayor.

The Conference was born out of the Great Depression when in 1932, Detroit Mayor Frank Murphy invited the nation's mayors to his city to confront common problems caused by this dark time in our history.

Twenty-nine mayors gathered and, together, they called for Congress to provide relief, which Congress and the White House passed.

That first meeting galvanized the mayors to formalize their conference, and in February 1933 they did so in Washington. As it is today, the Conference continues to be the leading voice of cities in our nation's capital.

The Conference to this day is a nonpartisan forum where mayors engage directly with the President and Congress on the most pressing issues of the day.

Primary Roles of The Conference

Advocacy

As the leading voice for cities in our nation's capital, the Conference brings together mayors from across the country to engage with the White House, Administration, and Congress to ensure that federal policy addresses the priorities of cities. Mayors have an opportunity to participate in this important work by attending our Winter and Annual Meetings, joining our Hill visits, and serving on our Standing Committees where the Conference's policy priorities are shaped.



Networking

Serving as mayor is like no other job in the world. Through the Conference you can you connect, network, and share with other mayors. You can also partner with the nation's leading businesses through our Mayors Business Council to create opportunities for your city. The Conference's vast array of virtual meetings, webinars and in-person events offer formal and informal opportunities for you to grow your network — providing support, insight, and camaraderie for years to come.

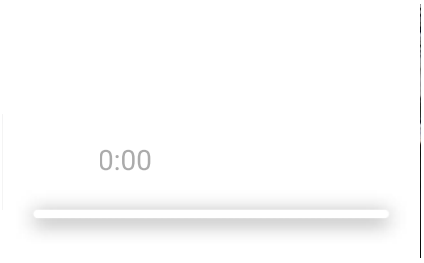


Promote Your City

As a member, you have access to the Conference's communications resources to help tell your city's story. The Conference regularly inserts mayors into the national conversation both through earned media campaigns and comprehensive digital initiatives. Additionally, the Conference offers tactical support and strategic counsel to your communications team to help promote the great things you are doing in your city and elevate your voice.

In 1932, 14 million people were unemployed, lines stretched for blocks in front of soup kitchens, homeowners were unable to pay taxes, veterans were selling apples on street corners, and the nation's cities were close to bankruptcy. Responding to the appeals of mayors, Congress created a $300 million federal assistance program for cities, marking the first time in the nation's history that federal relief was provided directly to cities. In a dramatic White House meeting, a committee of three prominent mayors convinced President Herbert Hoover to sign this desperately needed municipal assistance bill.

A few months later, on the eve of the inauguration of President Franklin D. Roosevelt, in the Mayflower Hotel just a few blocks from the White House, the charter of the U.S. Conference of Mayors was written. Since its founding, the U.S. Conference of Mayors has been at the forefront of the biggest issues facing America's cities.





Andrew J. Ginther

Mayor of Columbus
President



David Holt

Mayor of Oklahoma City
Vice President



Todd Gloria

Mayor of San Diego
Second Vice President



Tom Cochran

CEO and Executive Director

City Membership

The Conference is a dues-based organization. Cities with a population of 30,000 and larger are eligible for full membership. Cities under 30,000 may join as a service city.

LEARN MORE

Business Council

Affiliate Organizations

ABOUT US

The United States Conference of Mayors is the official non-partisan organization of cities with a population of 30,000 or larger. Each city is represented by its chief elected official, the mayor.

CONTACT US

1620 I St. NW
Washington, D.C. 20006
(202) 293-7330

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- 415 Mayors & City Councilmembers Urge Congress to Swiftly Pass a Comprehensive, Clean Emergency Disaster Relief Bill
- Nation’s Mayors Celebrate Third Anniversary of the Bipartisan Infrastructure Law
- U.S. Conference of Mayors Statement on

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Presidential Election

› Statement by U.S. Conference of Mayors on Orlando Shooting

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TO: The Mayor

FROM: Tom Cochran, CEO and Executive Director

On behalf of U.S. Conference of Mayors President Columbus Mayor Andrew J. Ginther, I am pleased to invite you to register for our 93rd Winter Meeting! The meeting will take place **Friday, January 17, to Sunday, January 19,** in Washington, DC at our **new headquarters hotel** for the USCM Winter Meeting, the **Marriott Marquis Washington**.

Register Now

On the eve of the inauguration, our Winter Meeting will bring together hundreds of mayors from across the country at a critical time in our nation's history. During the meeting, we will tackle some of the most pressing challenges facing cities, with a particular focus on the housing crisis as President Ginther continues to lead our efforts in demanding a Marshall Plan for housing in the first 100 days of the new Administration and Congress.



The Meeting will also provide mayors with a unique opportunity to connect with one another, exchange ideas, and reaffirm our shared commitment to serving the great cities of this nation.

A draft agenda for the meeting will be available soon. Be sure to check for updates at usmayors.org and the USCM app.









We need you with us in January as we highlight the leadership and innovation of America's mayors and fight to strengthen the federal-local partnership.

Mayor Ginther and I look forward to welcoming you to Washington, DC in January.

your United States Conference of Mayors account. You already have a log-in if you have previously signed on to letters, submitted resolutions, or used the mobile app. If you don't have an account yet, you'll be able to create one. If you run into any issues, please contact support@usmayors.org.

Once you have completed your registration, you will be able to book your hotel room. Our room block at the Marriott Marquis closes on **December 30**, but may sell out before then. When the block sells out, a waitlist will be created. This does not guarantee that a room in your first preference hotel or requested room type will become available, but all possible efforts will be made.

There are a limited number of rooms available for those who wish to stay through the Inauguration. Please note that once booked, these rooms are **non-refundable**.

- For technical issues with your USCM account or questions about the registration process, please contact support@usmayors.org.
- For questions about meeting registration, please contact our meetings department at meetings@usmayors.org or call 202-861-679.
- For questions on hotel room reservations, please contact Globetrotter Travel at 888-29-MAYOR.

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City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 8.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 (SECOND READING)		
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	12/4/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/4/2024
	Joyce Shanahan, City Manager	12/6/2024

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.

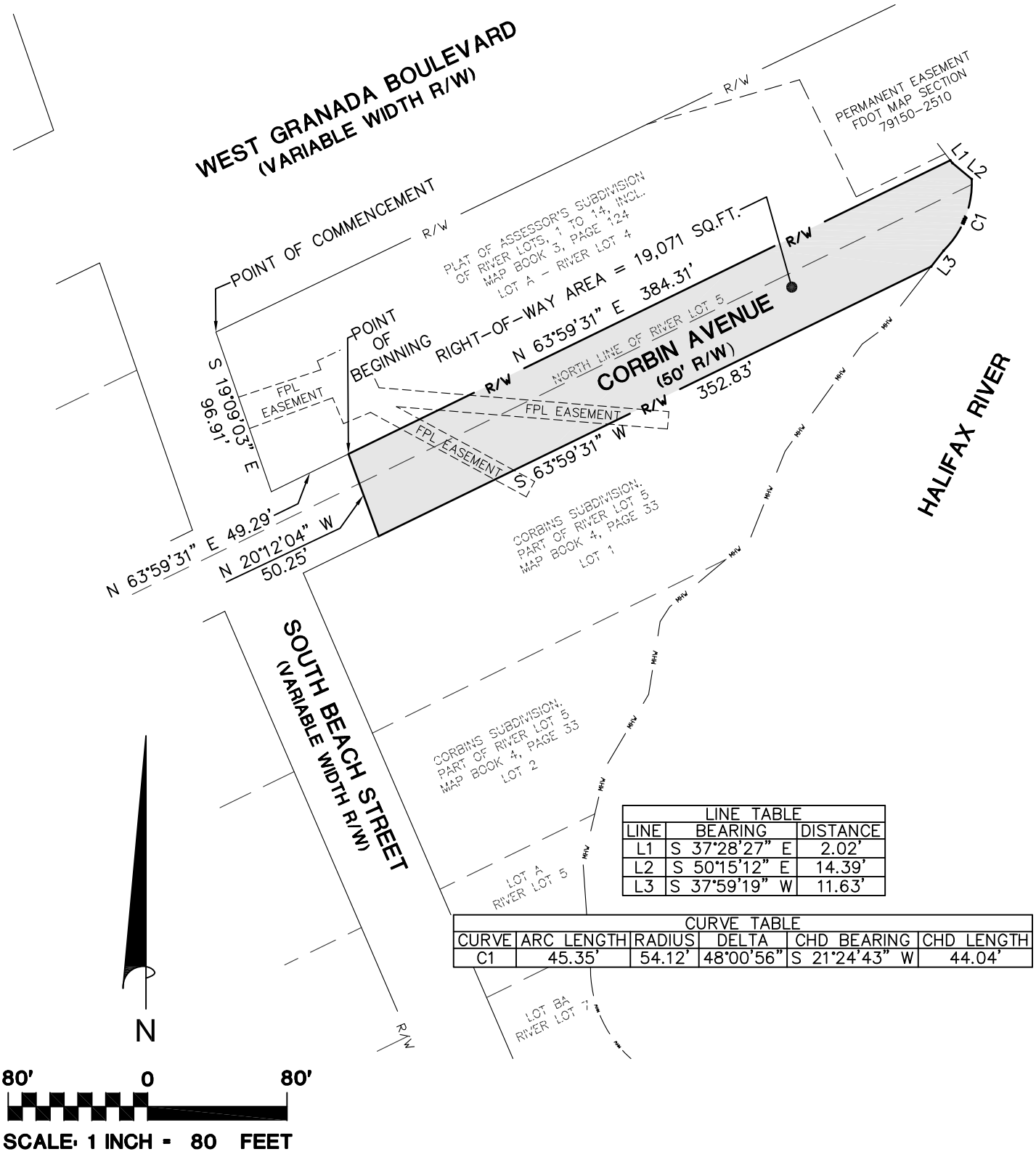
_____
JASON LESLIE
Mayor

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.

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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

COPYRIGHT 2024

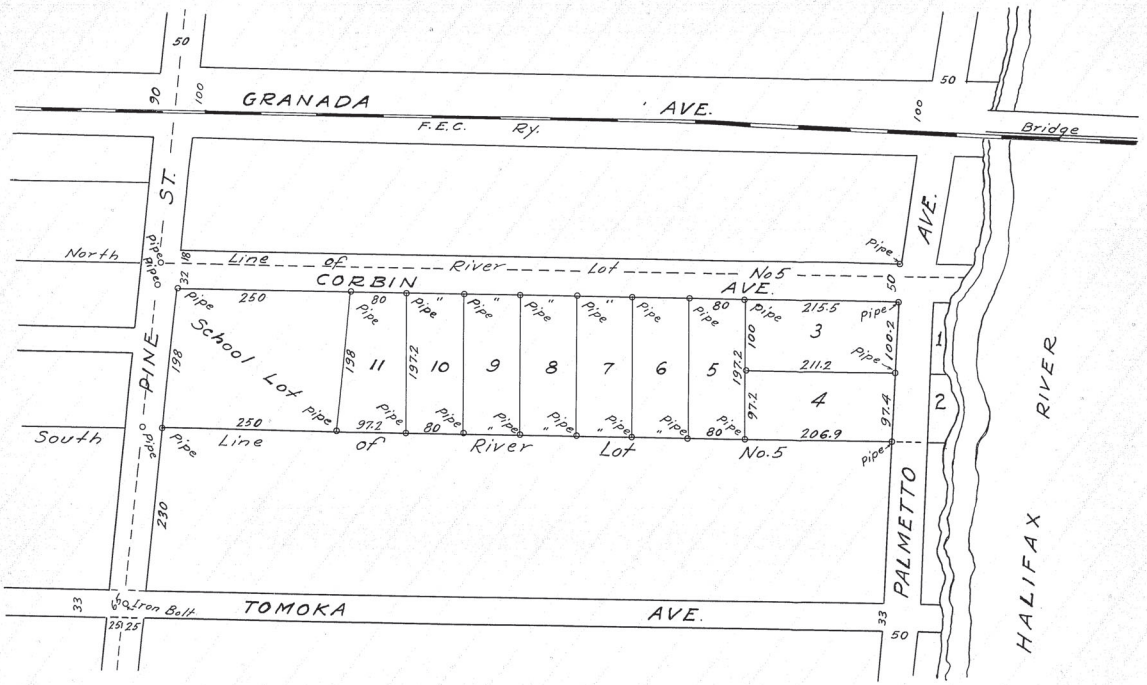
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

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

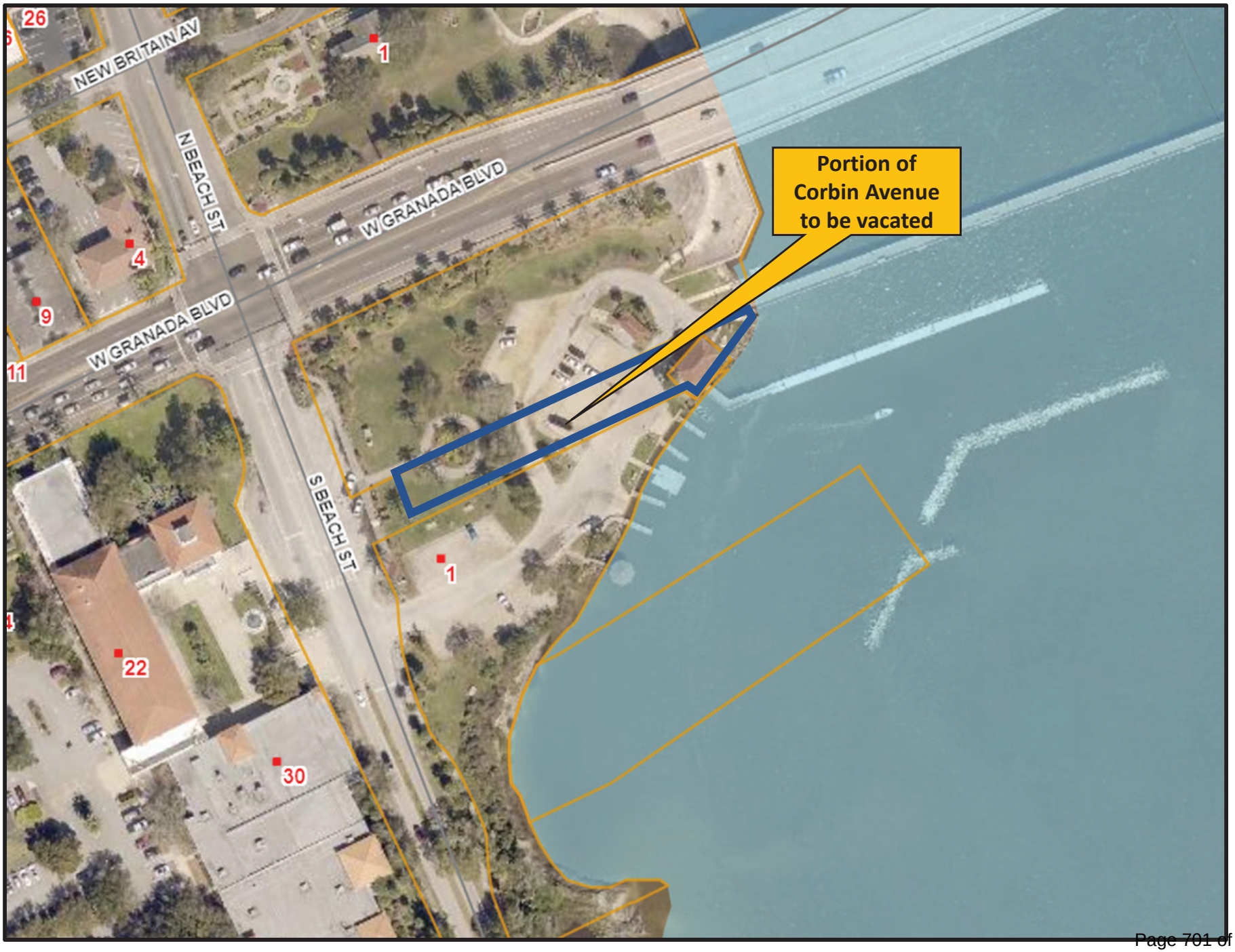
CLERK CIRCUIT COURT

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.

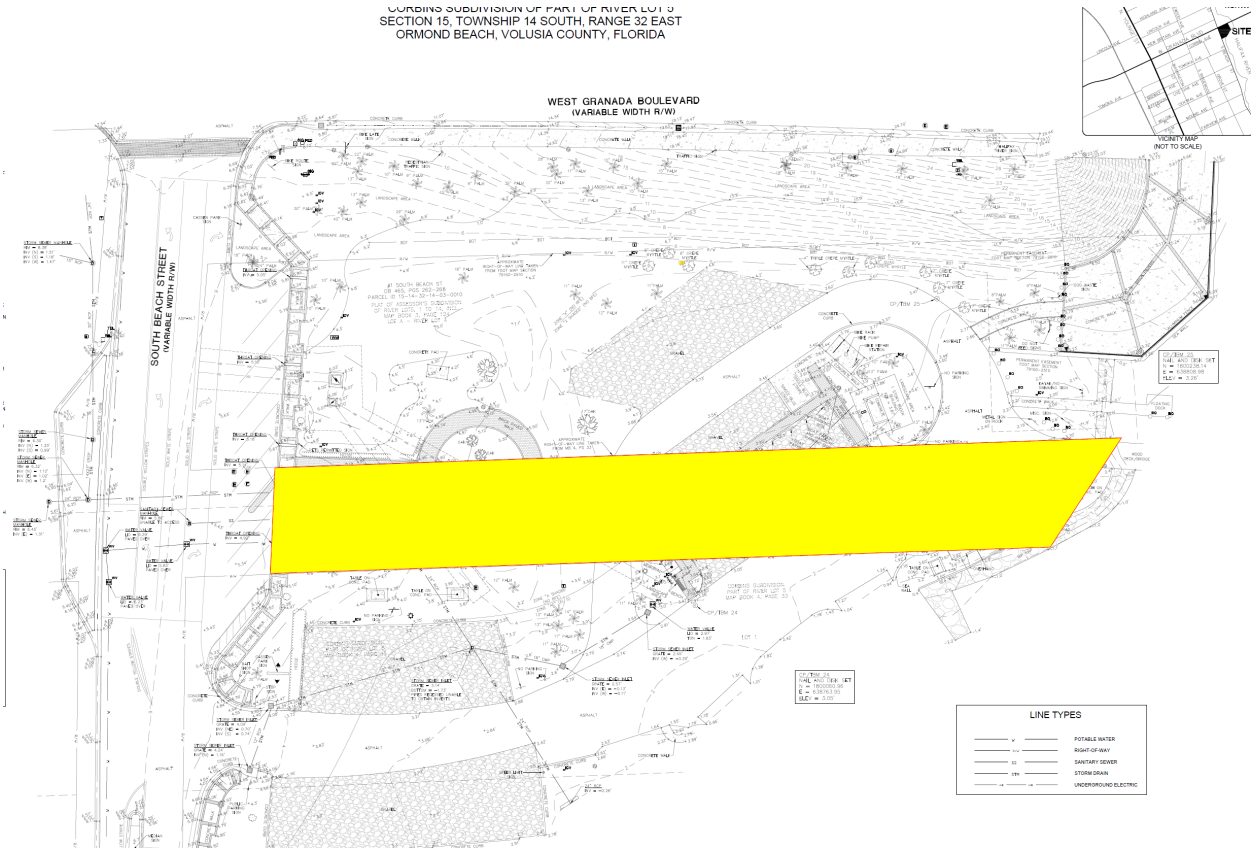
Sincerely,

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,

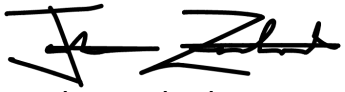
This letter is in response to your request for the release of a platted road right-of-way.

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

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

January 7, 2025 - City Commission

Number: 8.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 (SECOND READING)		
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 12/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/4/2024 Joyce Shanahan, City Manager 12/6/2024

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) WATER 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).

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CONTAINING 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

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.

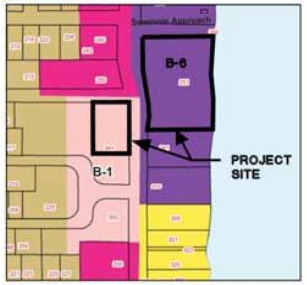


VICINITY MAP



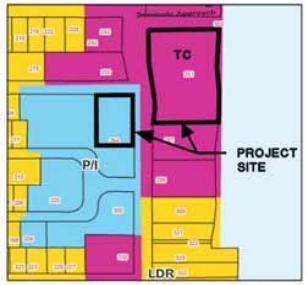
FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLANS "X" AND "VE" (EL 11)



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC – TOURIST COMMERCIAL
P/I – PUBLIC / INSTITUTIONAL

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-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

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. #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
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117
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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



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.

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

NO.	DATE	DESCRIPTION	BY
01	11-04-24	DRAWING UPDATES	JRB
00	05-23-24	CONFORMED CONSTRUCTION SET	JRB
G	05-03-24	CITY OF ORMOND COMMENTS	JRB
F	04-25-24	REVISED FENCING	JRB
D	12-18-23	DELETED PUBLIC BEACH ACCESS	JRB
C	10-18-23	REVISED	JRB
B	05-02-23	REVISED	JRB
A	01-17-23	RESUBMITTAL	JRB

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. #53900 R.L.A. #6667011
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

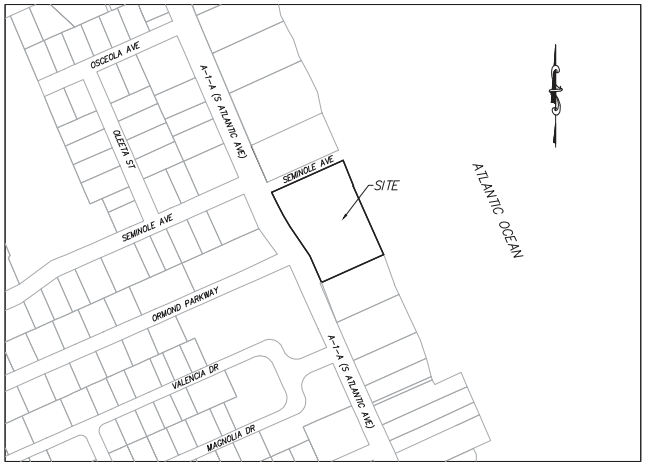
Digitally signed by Kevin Lee
Date: 2024.11.05 08:18:14 -05'00'

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. 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

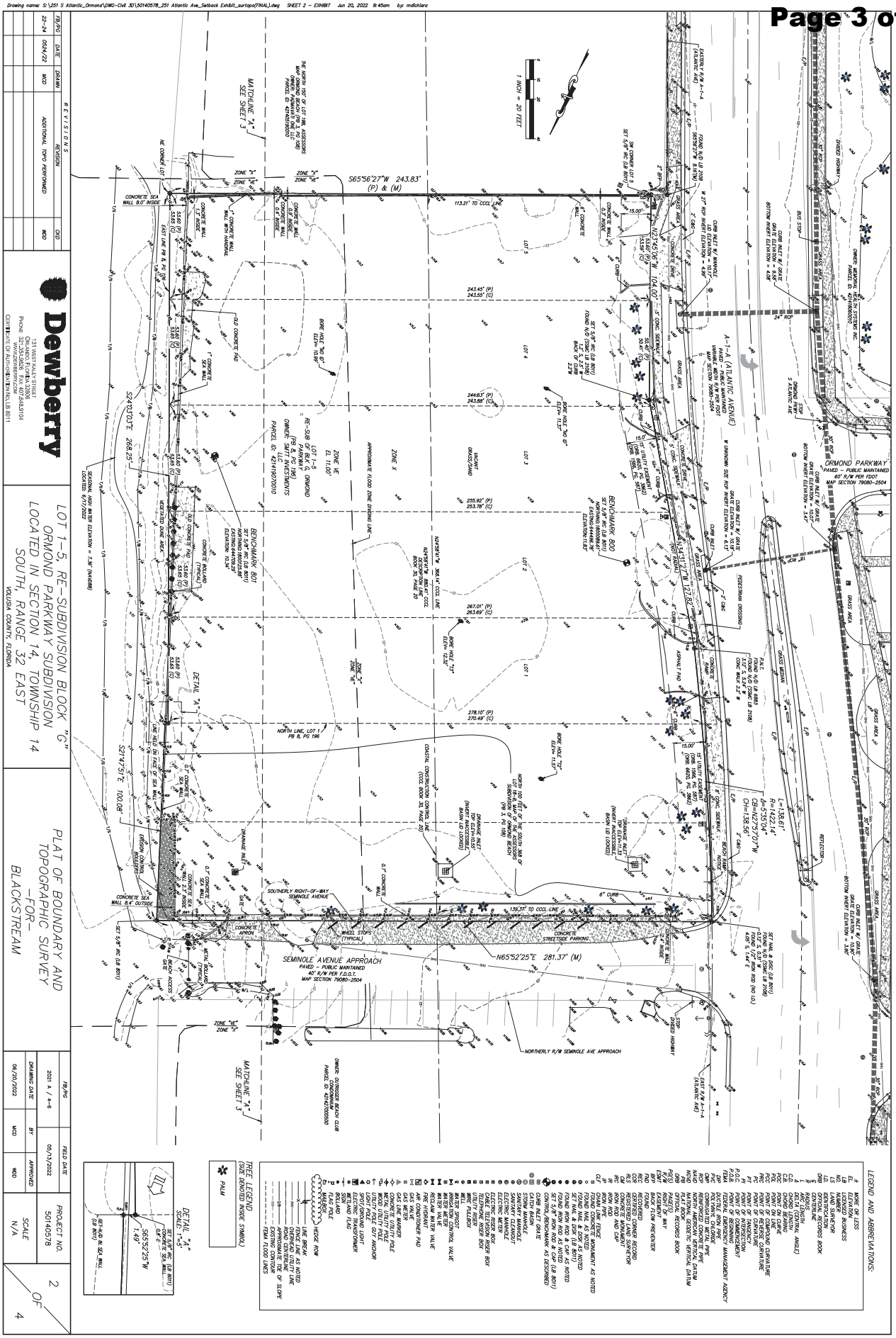
LOT 1–5, RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY SUBDIVISION LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

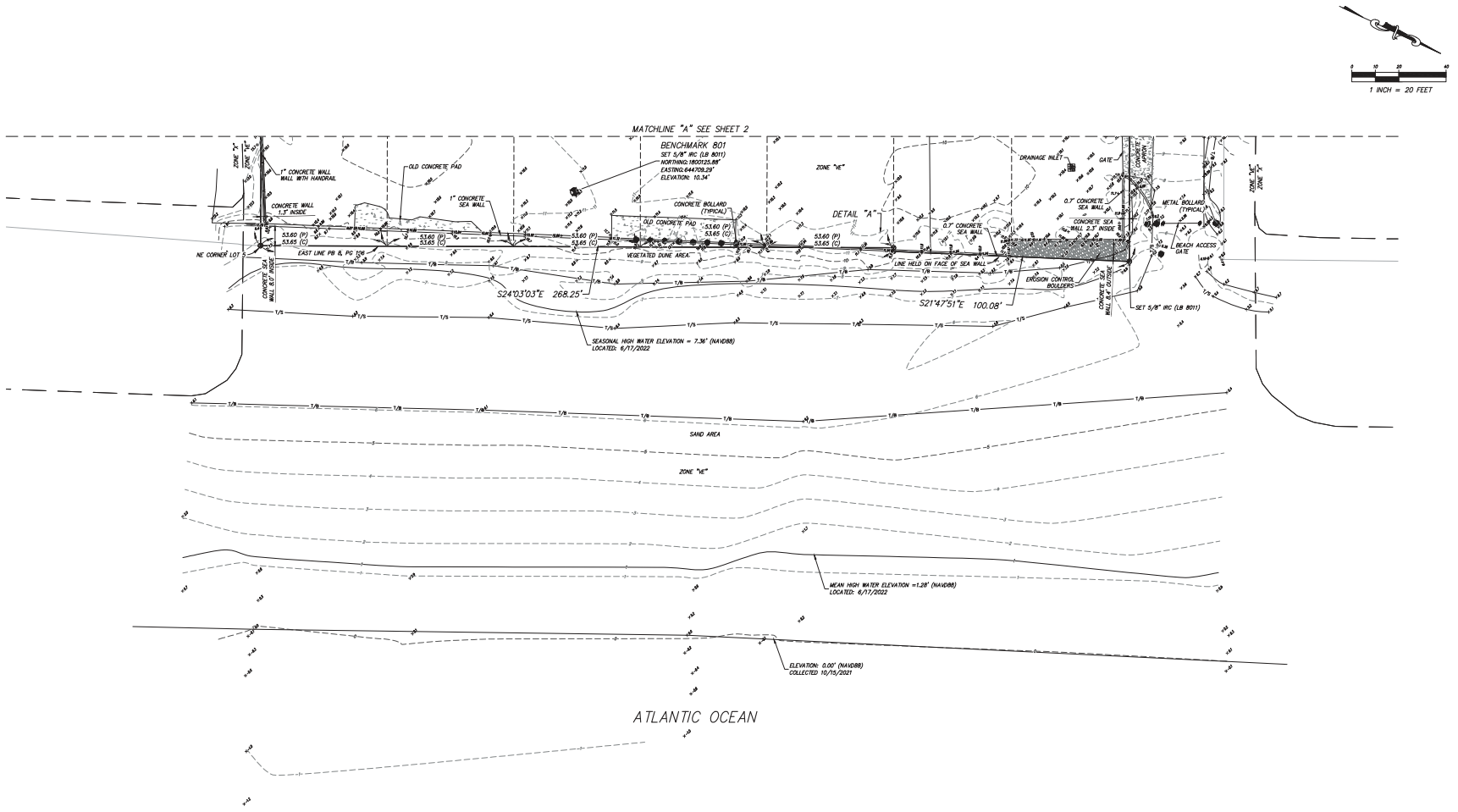
PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY –FOR– BLACKSTREAM

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


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
DRAWN
CHKD
ADDITIONAL TOPO PERFORMED
Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 352.589.9104
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
DATE
FIELD DATE
PROJECT NO.
50140578
SCALE
N/A
DRAWING DATE
06/20/2022
BY
MCD
APPROVED
MCD
2 OF 4
1 INCH = 20 FEET
MATCHLINE "A" SEE SHEET 3
S65°56'27"W 243.83' (P) & (M)
N23°57'08"W 104.00' (P) & (M)
S24°03'03"E 268.25' (P) & (M)
S21°47'31"E 100.09' (P) & (M)
N65°52'25"E 281.37' (M)
A-1-A (ATLANTIC AVENUE)
PAVED – PUBLIC MAINTAINED
40' R/W PER FDOT
MAP SECTION 79080-2504
ORMOND PARKWAY
PAVED – PUBLIC MAINTAINED
60' R/W PER FDOT
MAP SECTION 79080-2504
SEMINOLE AVENUE APPROACH
PAVED – PUBLIC MAINTAINED
40' R/W PER F.D.O.T.
MAP SECTION 79080-2504
BENCHMARK 800
BENCHMARK 801
DETAIL "A"
DETAIL "B"
TREE LEGEND
(SEE DENOTED INSIDE SYMBOL)
PALM
LEGEND AND ABBREVIATIONS:



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

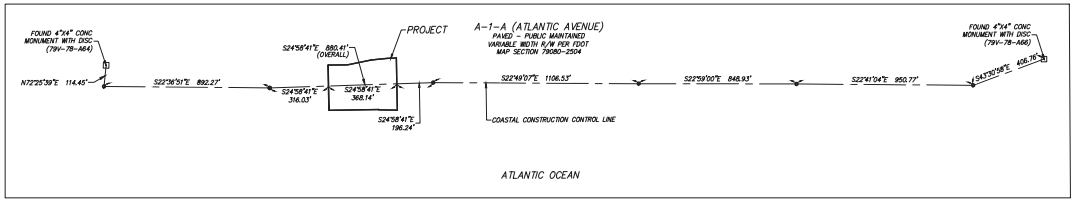
PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
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DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

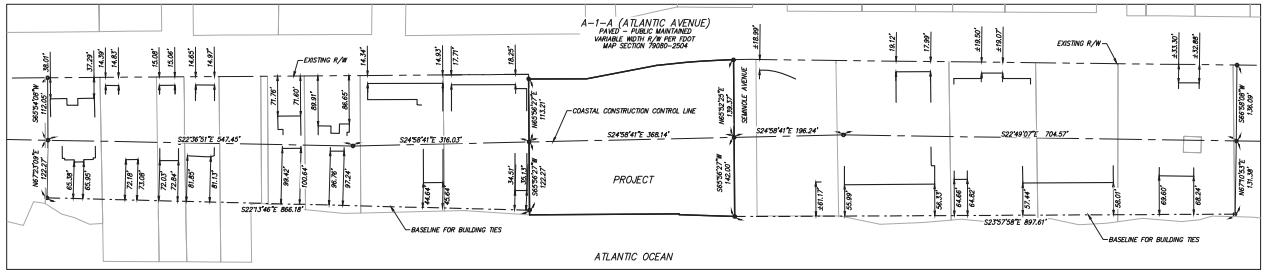
3 OF 4

Drawing name: S:\251 S Atlantic_Ormond\JWK-Civil 3D\50140578_251 Atlantic Ave_Sailboat Exhibit_surface(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdiblasi

COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT



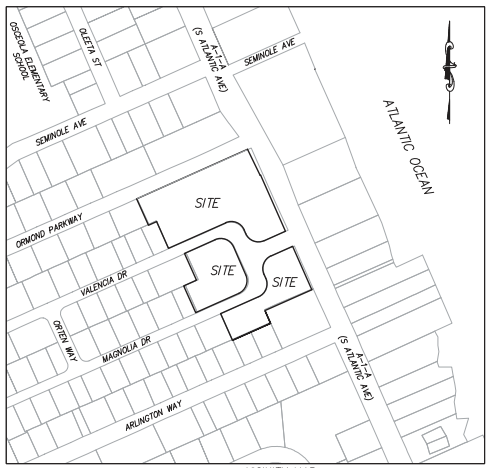
BUILDING SETBACK EXHIBIT



AVERAGE SETBACK CALCULATION

Address	Description	New Setback (ft)
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

ALTA/NSPS LAND TITLE SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC
-OF-
264 SOUTH ATLANTIC AVENUE



VICINITY MAP
SCALE: 1"=200'

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 20.00 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 90 DEGREES 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 69 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", 51.41 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", 50.62 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 40.91 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 NORTHERLY 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.

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

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: 321.354.9826 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	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_sunstu_MAIN FILE WEST SIDE.dwg SHEET 1 - COVER Apr 29, 2022 2:34pm by mdolvara

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 #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	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, RIGHT OF WAY MAPS, PLATS AND DESCRIPTIONS	IRC	IRON ROD AND CAP	LINE BREAK	
		IR	IRON ROD	FENCE LINE AS NOTED	
(P)	MEASUREMENT PER PLAT	IP	IRON PIPE	OVERHEAD UTILITY LINE	
±	MORE OR LESS	⊡	FOUND CONCRETE MONUMENT AS NOTED	APPROXIMATE TOP OF BANK	
EL.	ELEVATION	○	FOUND NAIL AS NOTED	APPROXIMATE TOE OF SLOPE	
LB	LICENSED BUSINESS	⊛	FOUND NAIL & DISK (LB 1221) UNLESS OTHERWISE NOTED	EXISTING CONTOUR	
NO.	NUMBER			SANITARY SEWER LINE	
LS	LAND SURVEYOR	⊛	SET NAIL & DISK (LB 8011)	STORM DRAINAGE LINE	
ID	IDENTIFICATION	●	FOUND IRON ROD & CAP AS NOTED UNLESS OTHERWISE NOTED	WATER LINE	
ORB	OFFICIAL RECORDS BOOK			ROAD CENTER LINE	
℄	CENTERLINE	●	FOUND IRON ROD AS NOTED	CURB AND GUTTER	C&G
R	RADIUS	⊛	SET 5/8" IRON ROD & CAP (LB 8011)	CONCRETE	CONC
L	ARC LENGTH	⊕	CONTROL/BENCHMARK AS DESCRIBED	PROPERTY	PROP
Δ	DELTA (CENTRAL ANGLE)	▤	CURB INLET GRATE	IRON ROD & CAP FOUND	IRCF
C.D.	CHORD LENGTH	▥	CATCH BASIN	NAIL/DISC SET	NDS
C.B.	CHORD BEARING	Ⓢ	STORM MANHOLE		
CLF	CHAIN LINK FENCE	Ⓢ	SANITARY MANHOLE	CONCRETE AREA	
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	BRICK PAVED AREA	
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	ASPHALT AREA	
PB	PLAT BOOK	⋈	WATER VALVE		
OR	OFFICIAL RECORDS BOOK	⋈	FIRE HYDRANT		
PG(S)	PAGE(S)	◇	CONCRETE UTILITY POLE	PARKING SPACE COUNT	(#)
R/W	RIGHT OF WAY	◆	METAL UTILITY POLE		
ESMT	EASEMENT				

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

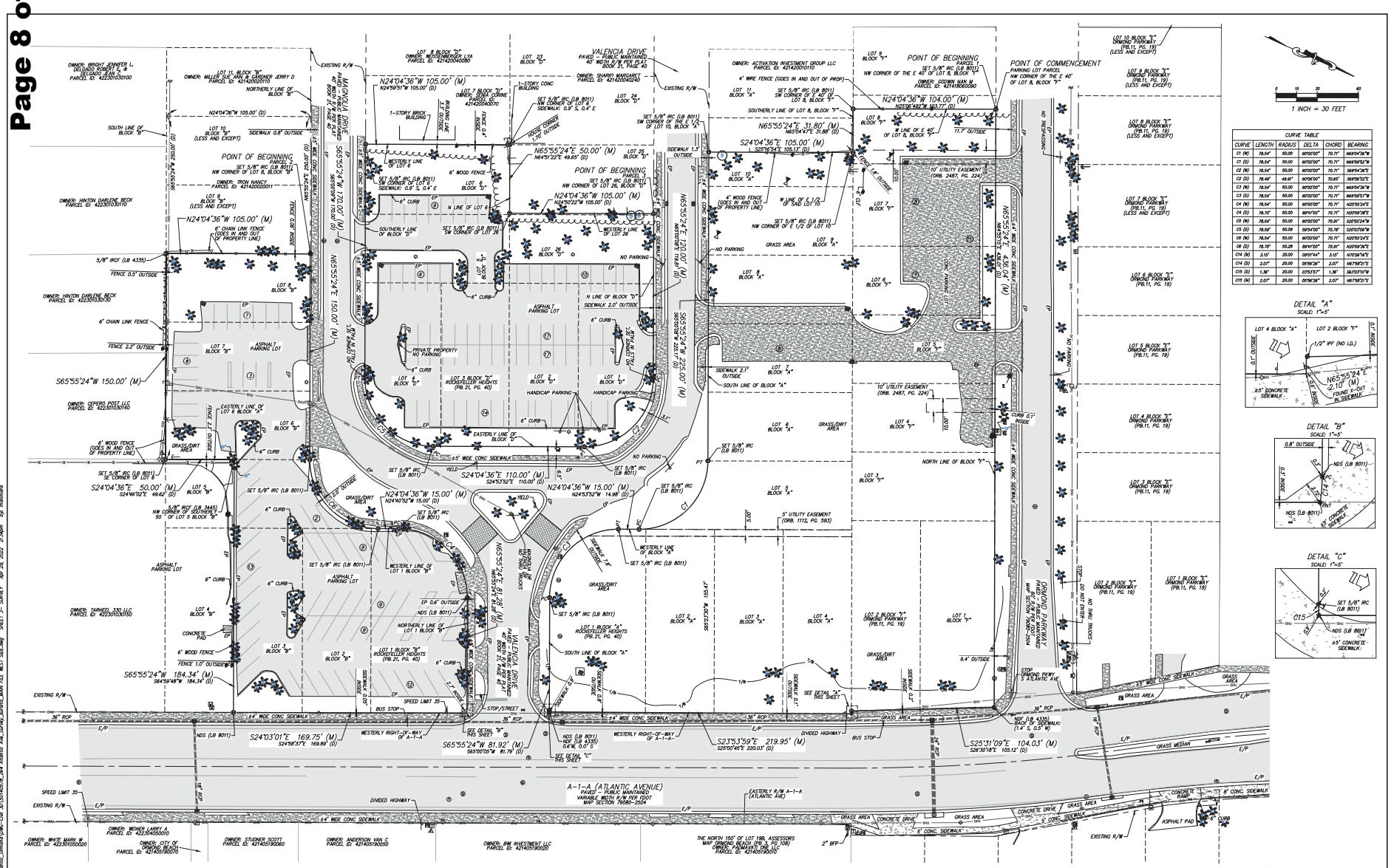
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 3

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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

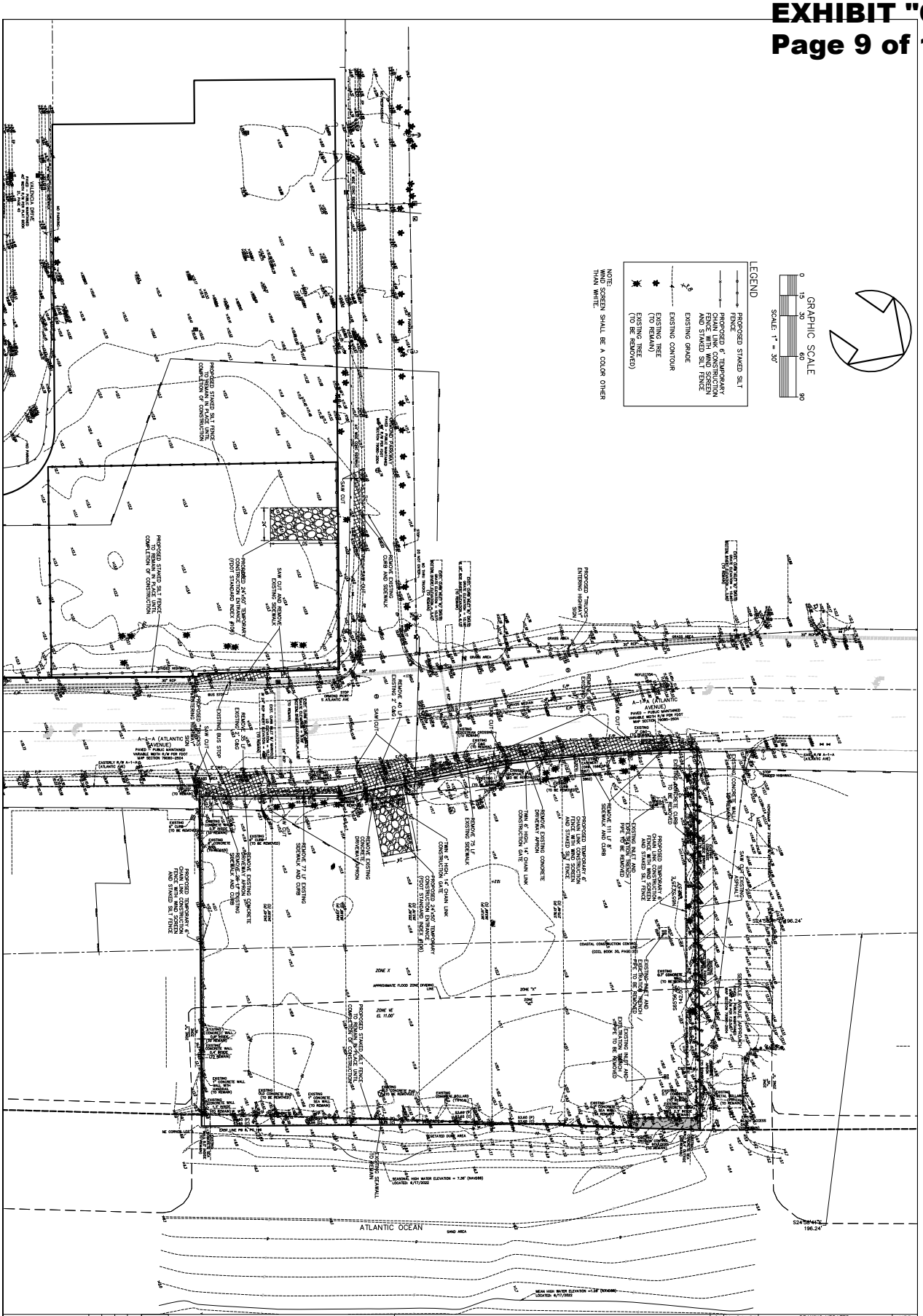
FB/PG	FIELD DATE
2021 A / 4-6	05/24/2021
DRAWING DATE	BY / APPROVED
04/29/2022	MCD / WDD

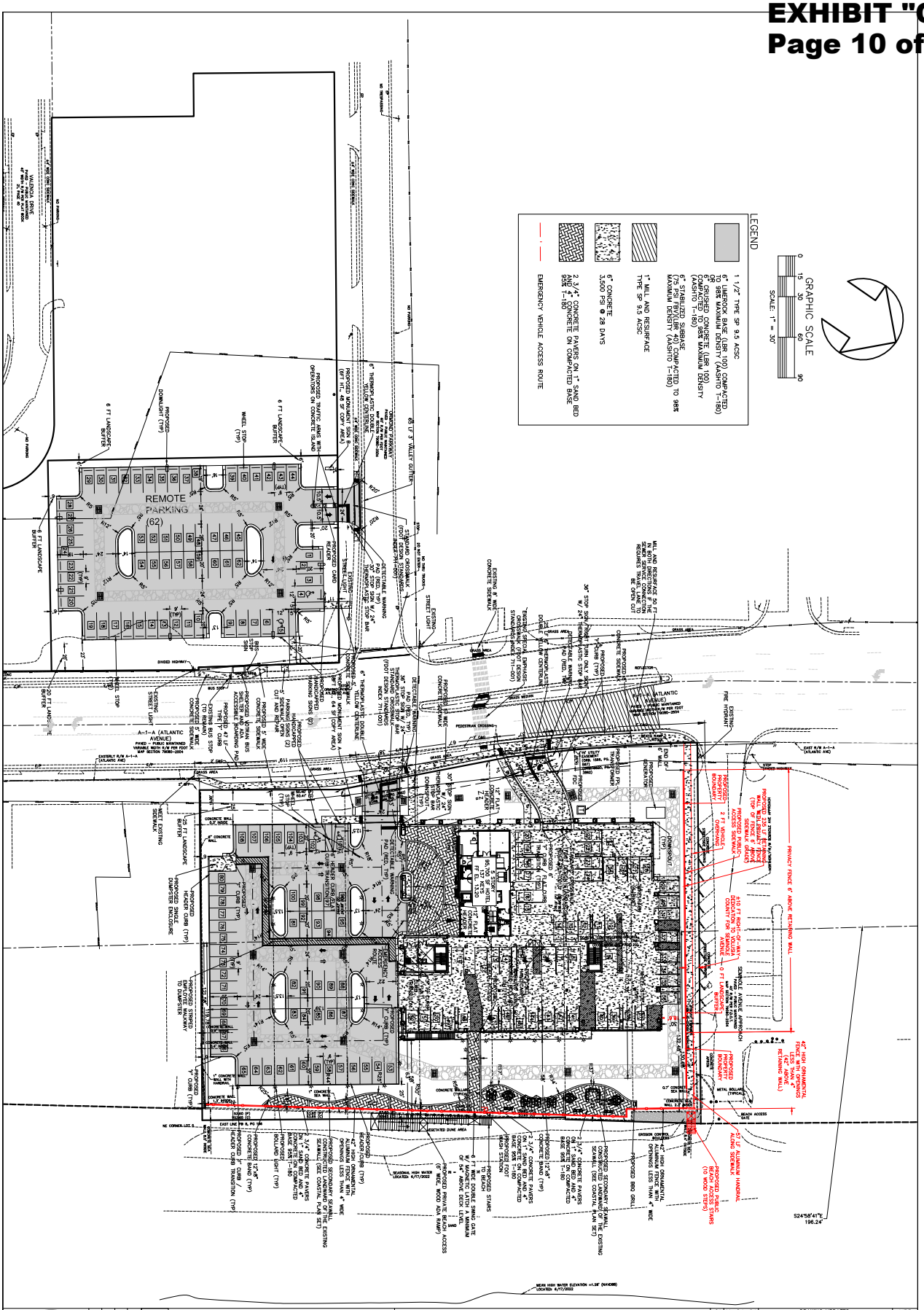
PROJECT NO. 50140578

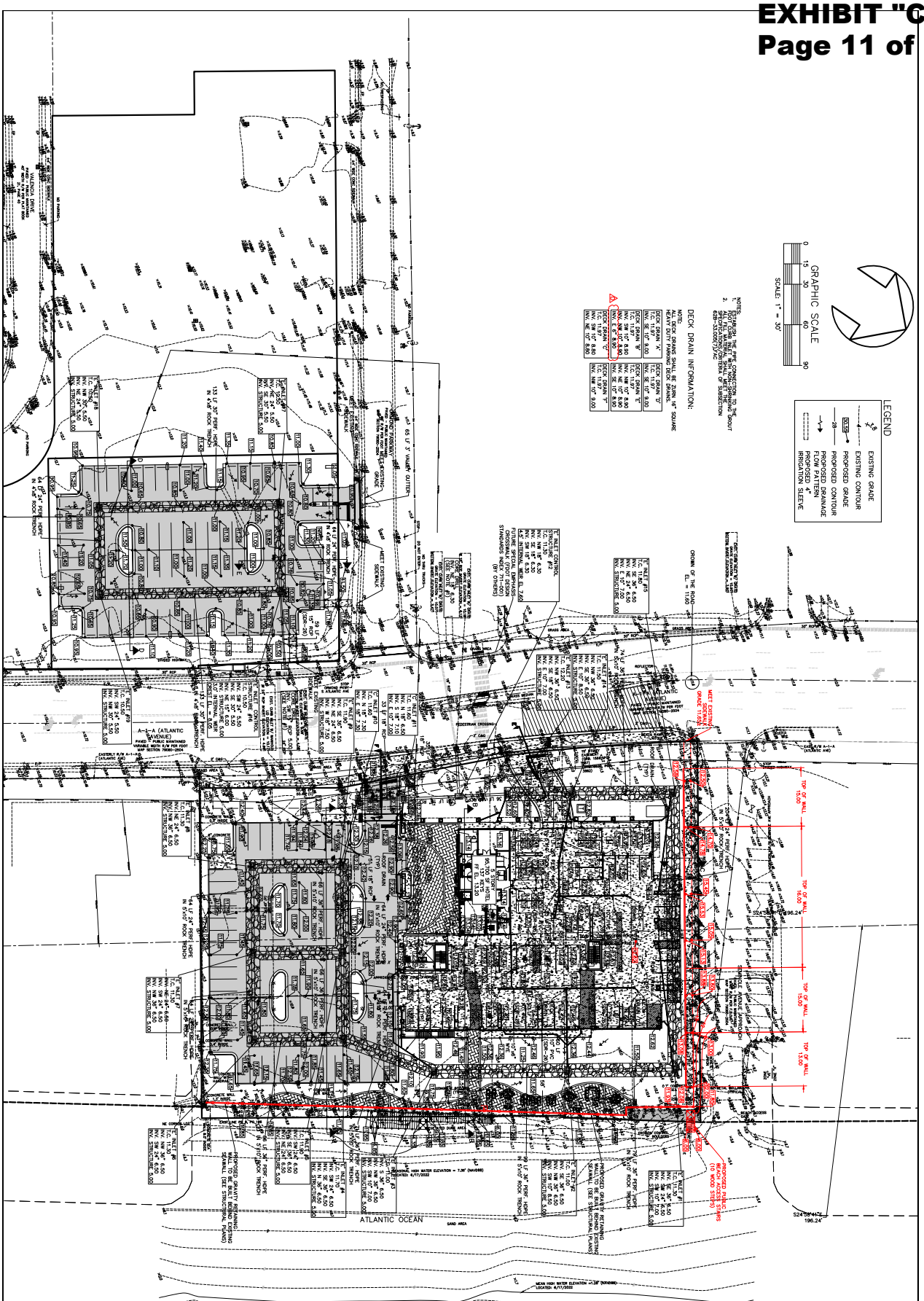
SCALE 1" = 30'

3 OF 3

Drawing name: S:\251 S Atlantic, Ormond\DWG-Civil 3D\50140578_364 Atlantic Ave_Survey_auntie_MAIN FILE WEST SIDE.dwg SHEET 3- SURVEY Apr 29, 2022 2:34pm bs mbellora


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
EXISTING SEAWALL TO REMAIN
EXISTING CONCRETE SEAWALL
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE CURB
EXISTING ASPHALT
EXISTING INLET AND PIPE TO BE REMOVED
EXISTING INLET AND PIPE TO BE REMOVED
EXISTING BUS STOP
PROPOSED TRUCKS ENTERING HIGHWAY SIGN
PROPOSED 24'-0" TEMPORARY CONSTRUCTION ENTRANCE (FDOT STANDARD INDEX #546)
PROPOSED 24'-0" TEMPORARY CHAIN LINK CONSTRUCTION GATE (FDOT STANDARDS INDEX #546)
PROPOSED STAKED SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
PROPOSED TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
REMOVE EXISTING CONCRETE DRIVEWAY APRON
REMOVE EXISTING CONCRETE SIDEWALK AND CURB
REMOVE 75 LF EXISTING SIDEWALK AND CURB
REMOVE 40 LF EXISTING 2' CBG
REMOVE 75 LF EXISTING CONCRETE SIDEWALK
SAW CUT
SAW CUT AND REMOVE EXISTING ASPHALT
REMOVE EXISTING CURB AND SIDEWALK
A-1-A (ATLANTIC AVENUE)
PAVED - PUBLIC MAINTAINED VARIABLE WIDTH R/W PER FOOT
SECTION 7500-2501
EASTERLY R/W A-1-A (ATLANTIC AVE)
ZONE X
APPROXIMATE FLOOD ZONE DIVIDING LINE
ZONE "V"
ZONE VE EL 11.00'
COASTAL CONSTRUCTION CONTROL LINE (CCCL BOOK 30, PAGE 1)
S24°58'44"E 196.24'
S24°58'44"E 196.24'
NE CORNER LOT
SET 5/8" IRON ROD & CAP #4734
DUNE HIGH WATER ELEVATION = 7.38' (NAVD88)
LOCATED: 6/17/2022
EXISTING CONCRETE WALL (TO REMAIN)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING BOLLARD (TO REMAIN)
EXISTING CONCRETE SLAB (TO REMAIN)
EXISTING CONCRETE SLAB (TO BE REMOVED)
EXISTING CONCRETE WALL (TO BE REMOVED)
EXISTING CONCRETE SLAB (TO BE REMOVED)
EXISTING CONCRETE WALL (TO REMAIN)
EXISTING CONCRETE SLAB (TO REMAIN


LEGEND
1 1/2" TYPE SP 9.5 ASSC
6" LIMEROCK BASE (LBR 100) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
6" STABILIZED SUBBASE (75 PSI FBV)(LBR 40) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
1" MILL AND RESURFACE TYPE SP 9.5 ASSC
6" CONCRETE 3,500 PSI @ 28 DAYS
2 3/4" CONCRETE PAVERS ON 1" SAND BED 9965 T-180 CONCRETE ON COMPACTED BASE
EMERGENCY VEHICLE ACCESS ROUTE
GRAPHIC SCALE
SCALE: 1" = 30'
REMOTE PARKING (62)
A-1-A (ATLANTIC AVENUE)
PROPOSED PUBLIC BEACH ACCESS
PROPOSED PUBLIC BEACH ACCESS STAIRS (10 WOOD STEPS)
PROPOSED PRIVATE BEACH ACCESS
PROPOSED BBQ GRILL
PROPOSED 6' HIGH ORNAMENTAL ALUMINUM FENCE WITH OPENINGS LESS THAN 4" WIDE
PROPOSED 42" HIGH ORNAMENTAL FENCE WITH OPENINGS LESS THAN 4" WIDE (42" ABOVE RETAINING WALL)
PROPOSED 6' HIGH ORNAMENTAL ALUMINUM FENCE WITH OPENINGS LESS THAN 4" WIDE ALONG SIDEWALK
PROPOSED 6' HIGH ORNAMENTAL ALUMINUM HANDRAIL ALONG SIDEWALK
PRIVACY FENCE 6' ABOVE RETAINING WALL
PROPOSED PUBLIC BEACH ACCESS
PROPOSED PRIVATE PROPERTY BOUNDARY
PROPOSED PUBLIC PROPERTY BOUNDARY
PROPOSED 5 STORY HOTEL 150 KEYS
PROPOSED 1 STORY AMENITY BUILDING
PROPOSED 1 STORY POOL BUILDING
PROPOSED 1 STORY RESTAURANT
PROPOSED 1 STORY RETAIL
PROPOSED 1 STORY SPA
PROPOSED 1 STORY CONCIERGE
PROPOSED 1 STORY LOBBY
PROPOSED 1 STORY MEETING ROOM
PROPOSED 1 STORY BACK OF HOUSE
PROPOSED 1 STORY LAUNDRY
PROPOSED 1 STORY MAINTENANCE
PROPOSED 1 STORY ELECTRICAL
PROPOSED 1 STORY TRASH
PROPOSED 1 STORY GENERATOR
PROPOSED 1 STORY EMPLOYEE BREAK AREA
PROPOSED 1 STORY EMPLOYEE ENTRANCE
PROPOSED 1 STORY EMPLOYEE LOCKER ROOM
PROPOSED 1 STORY EMPLOYEE LAUNDRY
PROPOSED 1 STORY EMPLOYEE TRASH
PROPOSED 1 STORY EMPLOYEE GENERATOR
PROPOSED 1 STORY EMPLOYEE ELECTRICAL
PROPOSED 1 STORY EMPLOYEE MAINTENANCE



ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

CIVIL PLAN

SHEET NO. 4

File No. 21-51

Drawn By: MRB

Date: 11-29-21

SCALE: 1"=30'

SEAL

Digitally signed by Shawn Lee Dunn
Date: 2024.11.05 08:20:52 -05'00'

PARKER MYNCHENBERG & ASSOCIATES, INC.

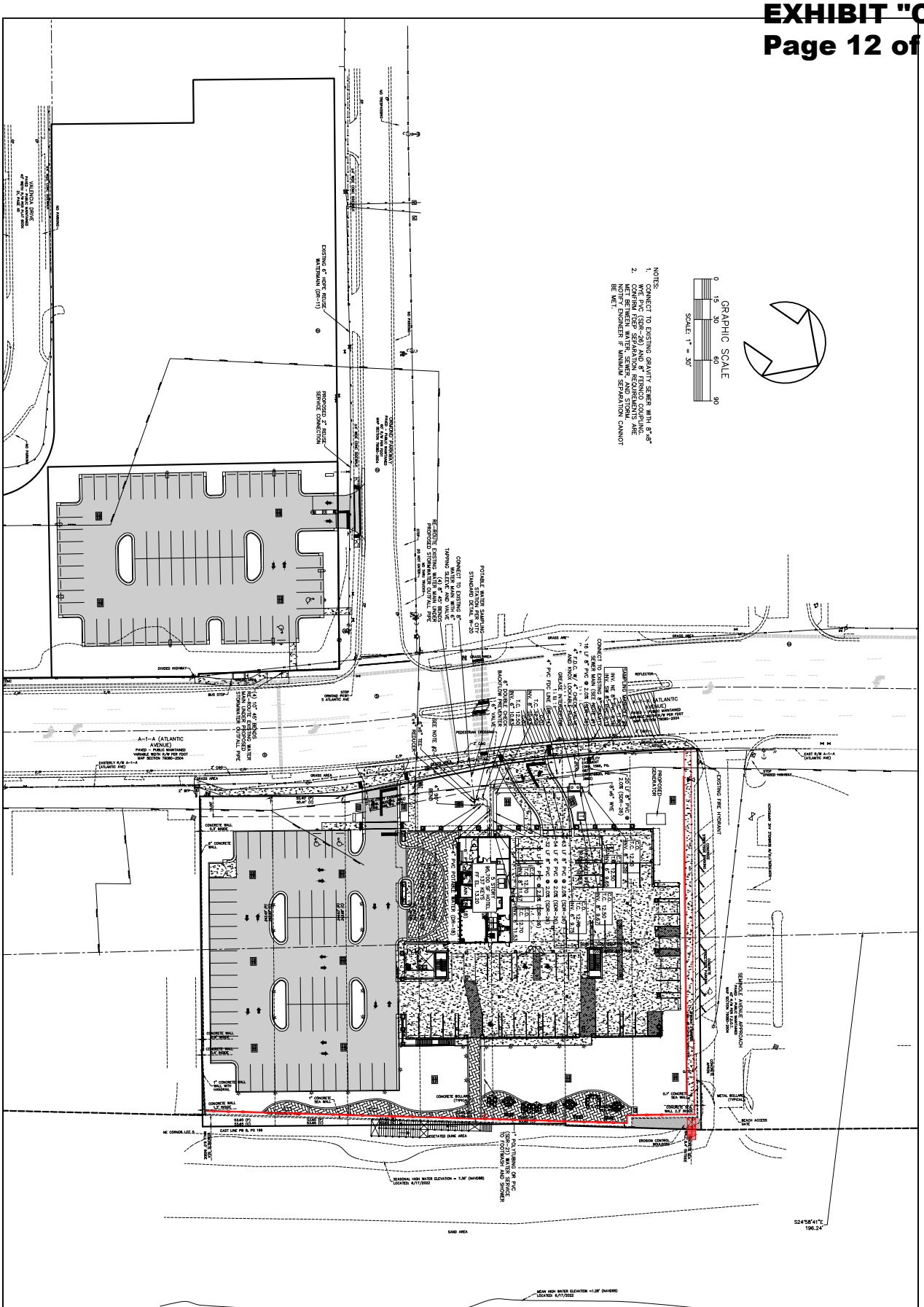
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
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



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.

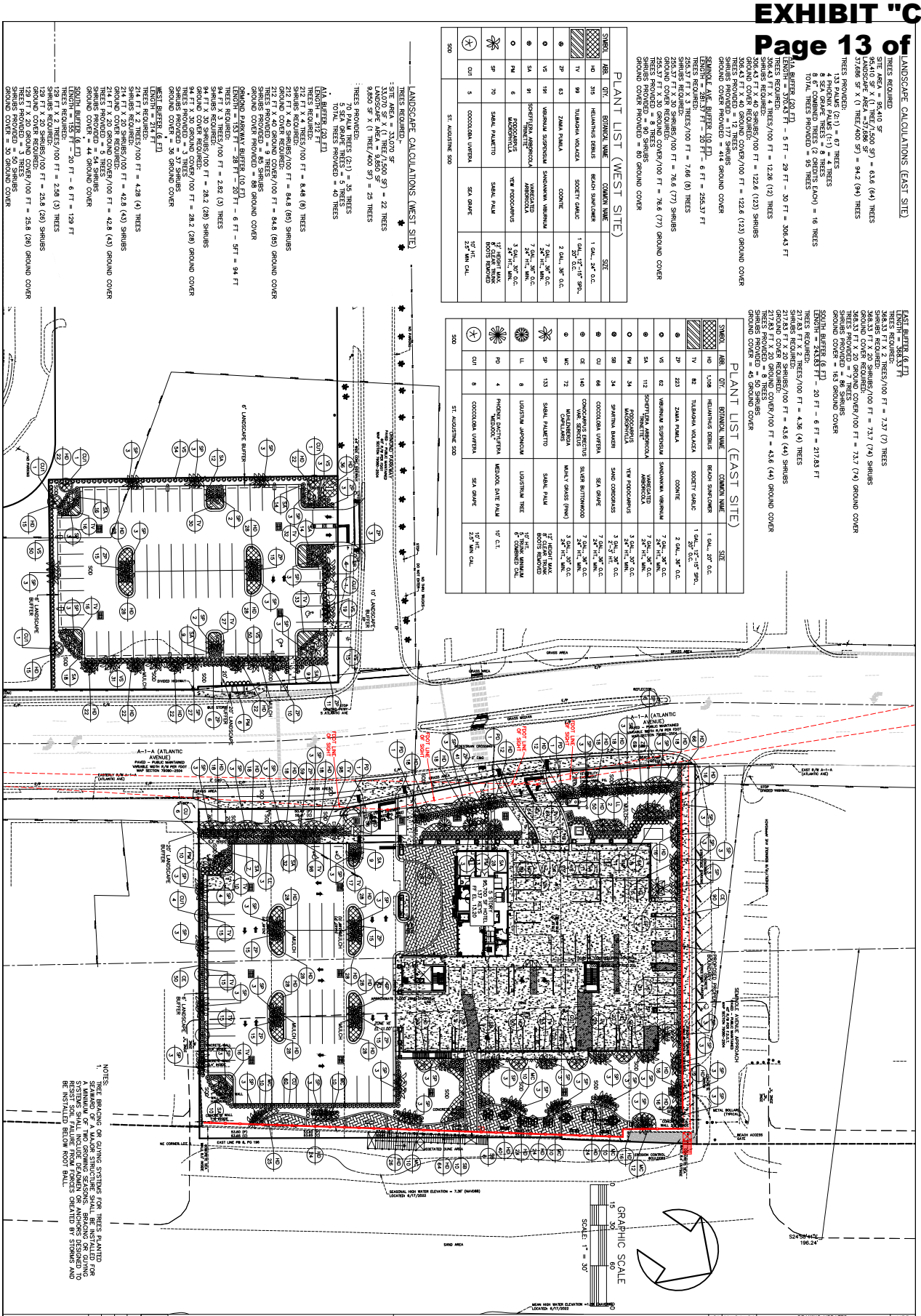
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C	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
B	05-02-23	REVISED	MRB
A	01-17-23	REVISED	MRB


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
A-1-A BUFFER (200 FT)
LENGTH = 376.43 FT - 5 FT - 29 FT - 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 40 TREES/100 FT = 122.6 (12) TREES
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
SHRUBS PROVIDED/100 FT = 122.6 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 414 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 376.43 FT - 20 FT - 6 FT = 350.43 FT
TREES REQUIRED:
350.43 FT X 20 TREES/100 FT = 70.1 (70) TREES
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 90 GROUND COVER
EAST BUFFER (6 FT)
LENGTH = 368.33 FT
TREES REQUIRED:
368.33 FT X 20 TREES/100 FT = 73.7 (74) 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 | HEDJAPHIS DEBUS | 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., 30" O.C. 24" HT., MIN.
CU | 66 | COCCOLOBA UVIFERA | SEA GRAPE | 7 GAL., 36" O.C. 24" HT., MIN.
CE | 140 | CONOCARPUS ERECTUS 'SERICEUS' | SILVER BUTTONWOOD | 7 GAL., 36" O.C. 24" HT., MIN.
MC | 72 | MUHLY GRASS (PINK) | MUHLY GRASS (PINK) | 3 GAL., 24" O.C. 24" HT., MIN.
SP | 133 | SABAL PALMETTO | SABAL PALM | 15' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
LL | 8 | LIGUSTRUM JAPONICUM | LIGUSTRUM TREE | 10' HT. 5" TRUNK MINIMUM 8' CROWN COMBINED CAL.
PD | 4 | PHOENIX DACTYLIFERA 'MEDJOOL' | MEDJOOL DATE PALM | 10' C.T.
CU | 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., 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
CU | 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 @ 15% (10,960 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
A-1-A BUFFER (200 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 20 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 - 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 = 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
0 15 30 60
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
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
NO. DATE DESCRIPTION BY
REVISIONS
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
Parker Mynchenberg, P.A.
LA0001553
53
SEAL

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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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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Ira Halfond

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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.

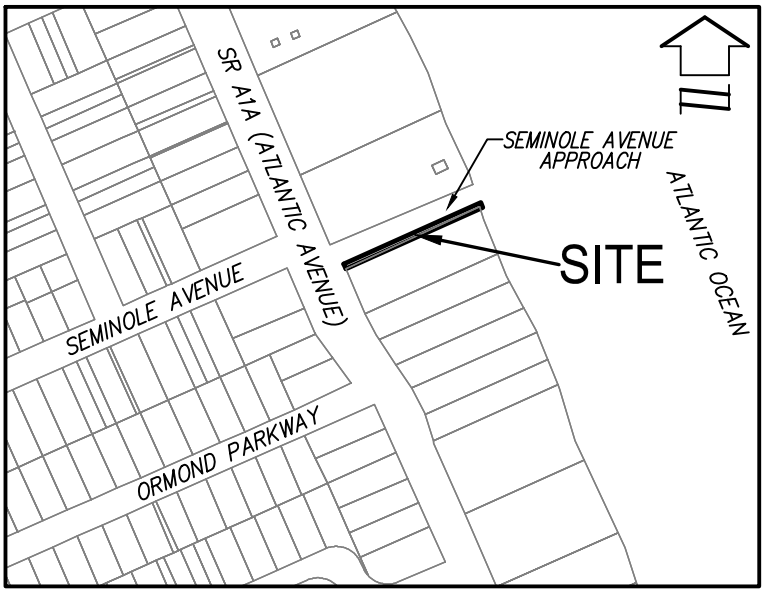
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

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

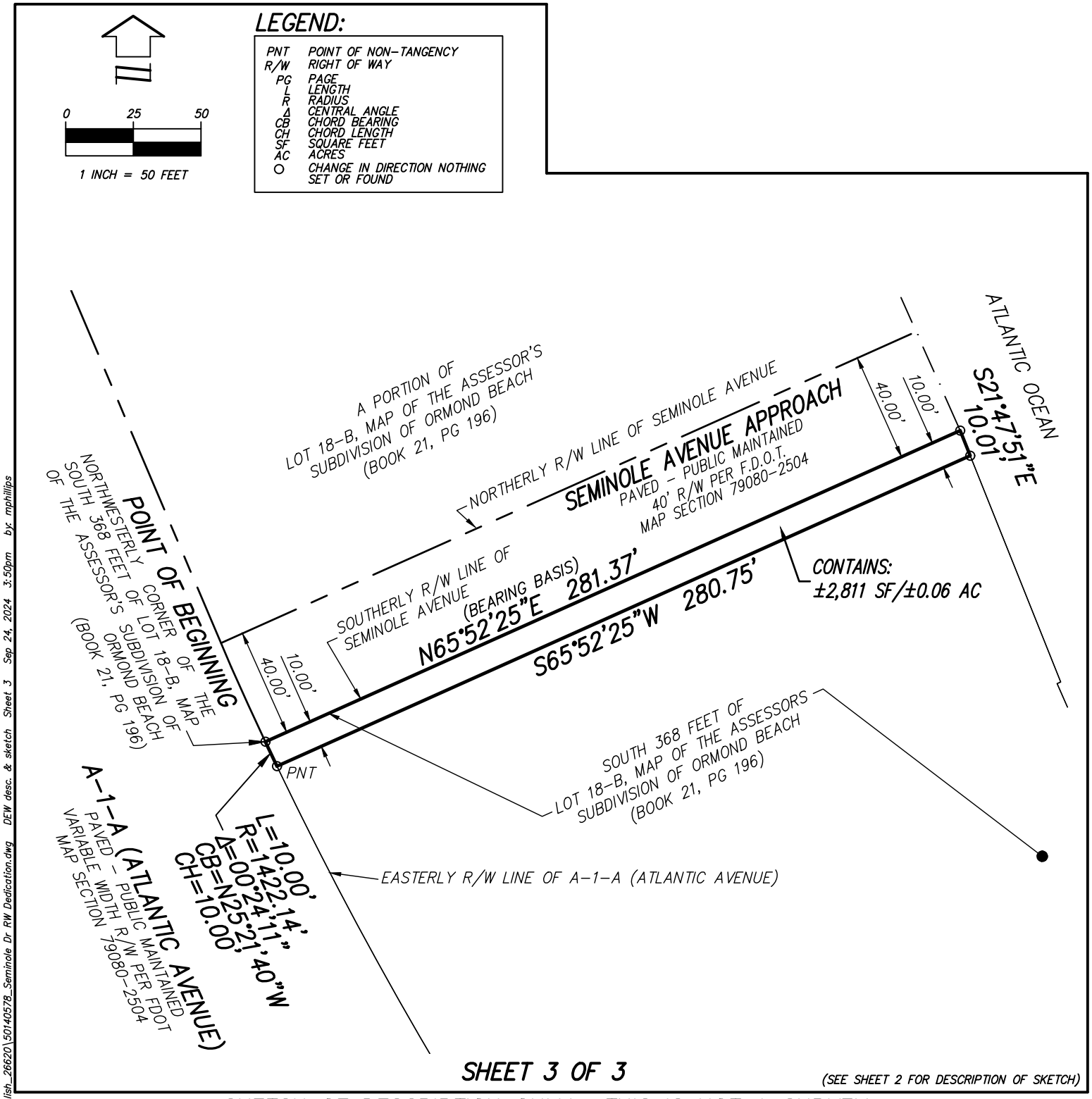
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ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

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

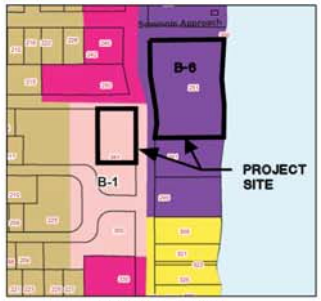
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA 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.

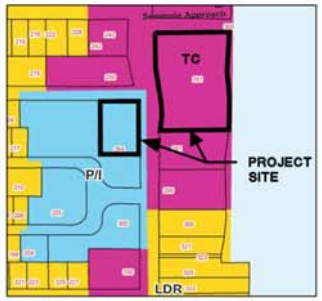


VICINITY MAP



ZONING MAP

B-0 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 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0044
www.studio-z-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE - 251 SOUTH ATLANTIC AVENUE
WEST SITE - 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE - FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY:
PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
SI-04	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
SI-07	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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. #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

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,
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: 11-29-21
SCALE: NONE

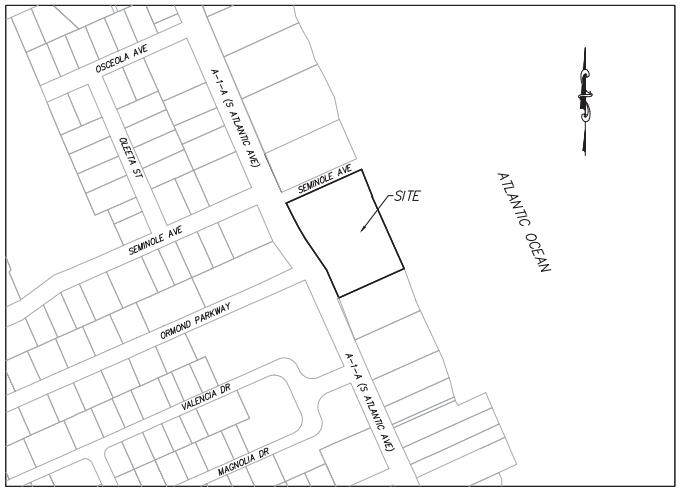
Digitally signed by Kevin Lee
Date: 2024.11.05 08:18:14 -05'00'

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

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131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

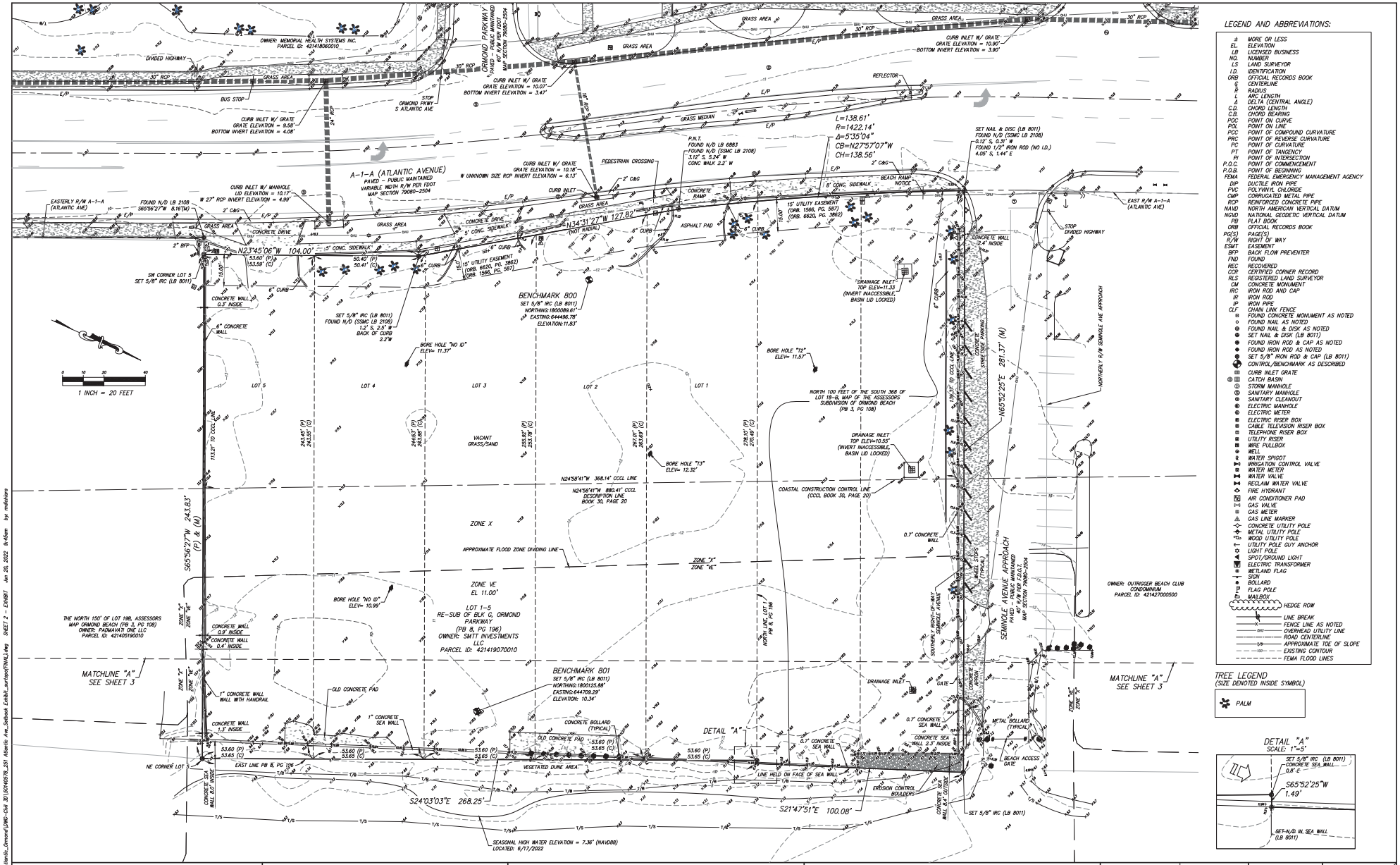
LOT 1–5, RE–SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

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'

SET 5/8" IRC (LB 8011)
CONCRETE SEA WALL
0.8'-E
S65°52'25"W
1.49'
SET-N/D IN SEA WALL
(LB 8011)

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

Dewberry
131 WEST KALEY STREET
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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

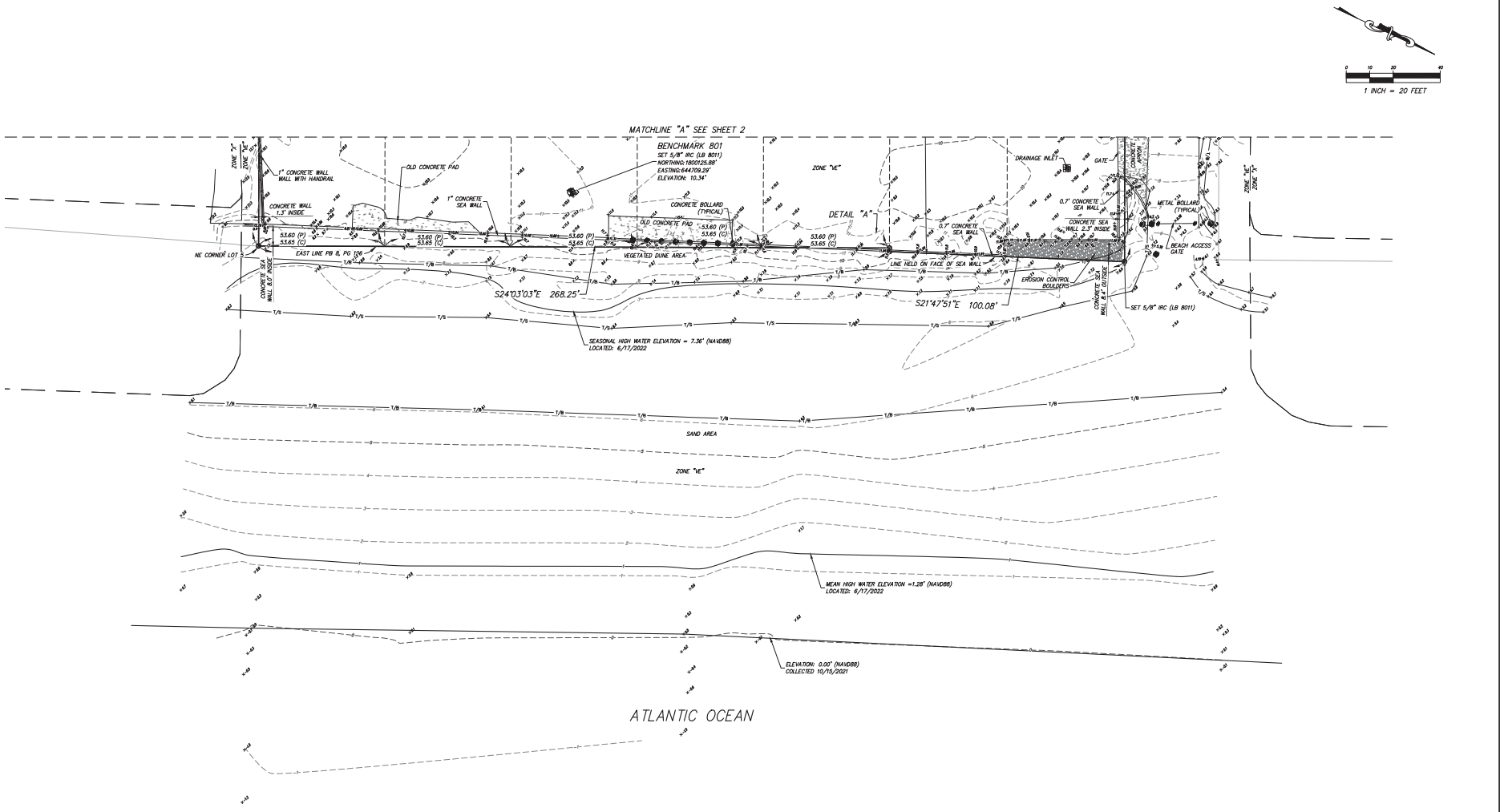
DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

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

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ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

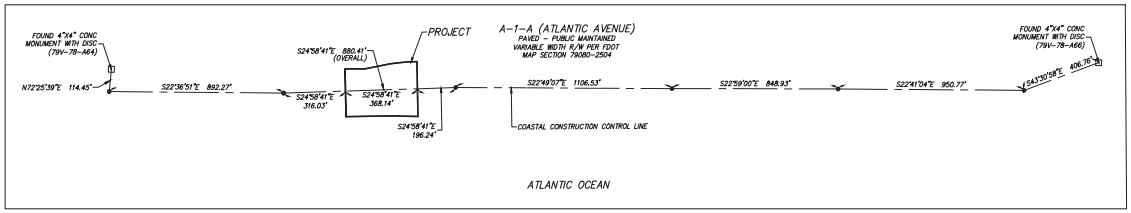
FB/PG	FIELD DATE
2021 A / 4-6	05/13/2022

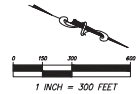
DRAWING DATE	BY	APPROVED
06/20/2022	MCD	WDD

PROJECT NO. 50140578
SCALE N/A
3 OF 4

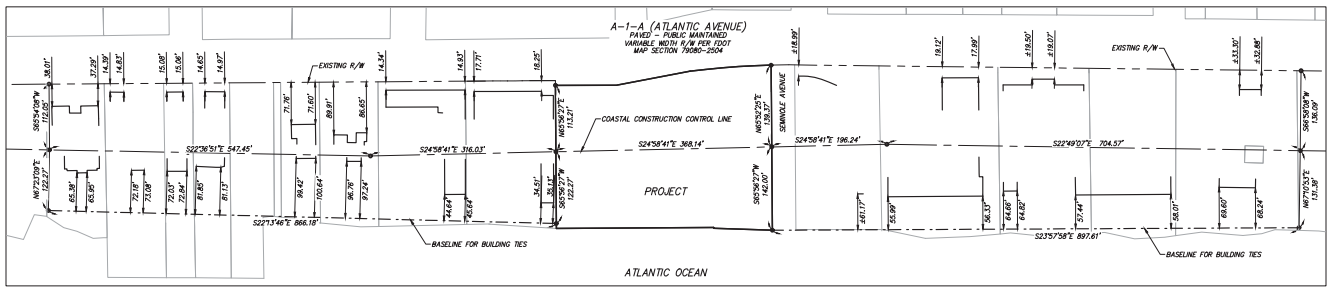
Drawing name: S:\251 S Atlantic_Ormond\DWG-Civ\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdishara

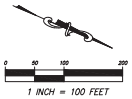
COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT



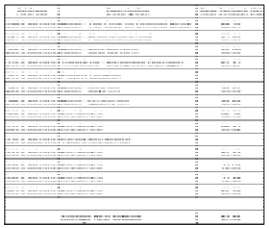


BUILDING SETBACK EXHIBIT





AVERAGE SETBACK CALCULATION



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

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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\DWG-Civ\ 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 ¾ 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", 14.99 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 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 25 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 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, 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 08 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.

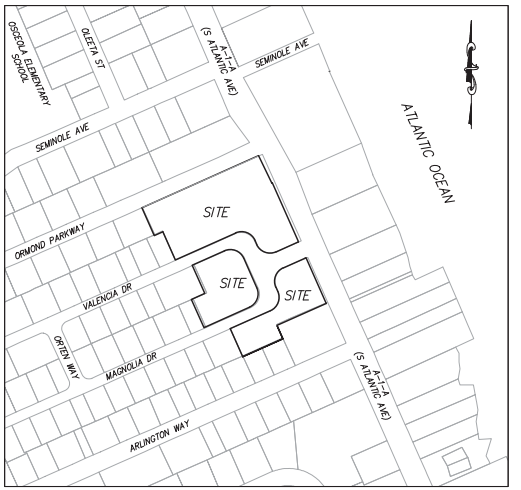
LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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_sunbiz_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 (SECTION 2–15. – R3, SINGLE FAMILY MEDIUM DENSITY)	PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE (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
-OHU-	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

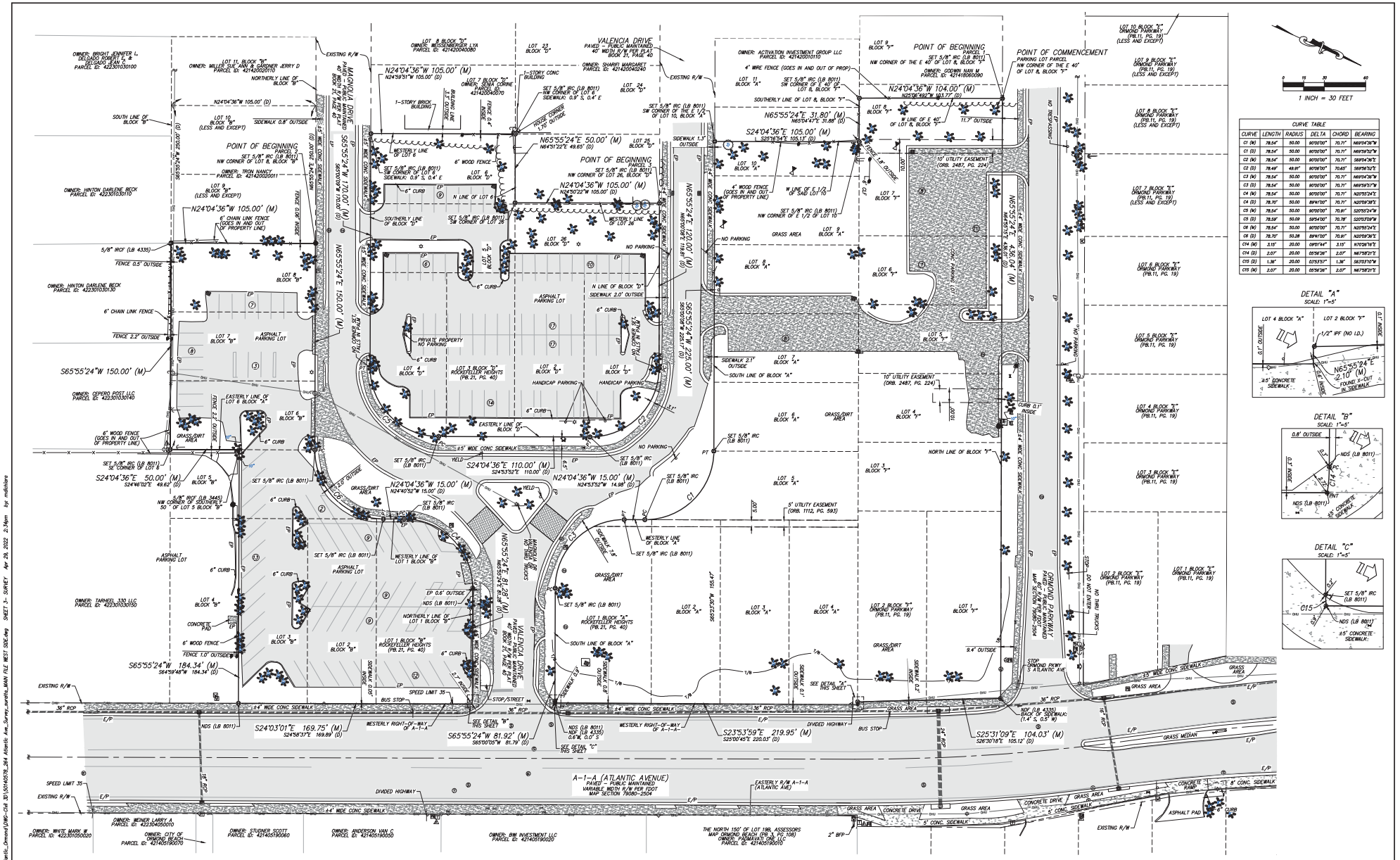
PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/24/2021	50140578

DRAWING DATE	BY	APPROVED	SCALE
04/29/2022	MCD	WDD	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: mdeloura



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

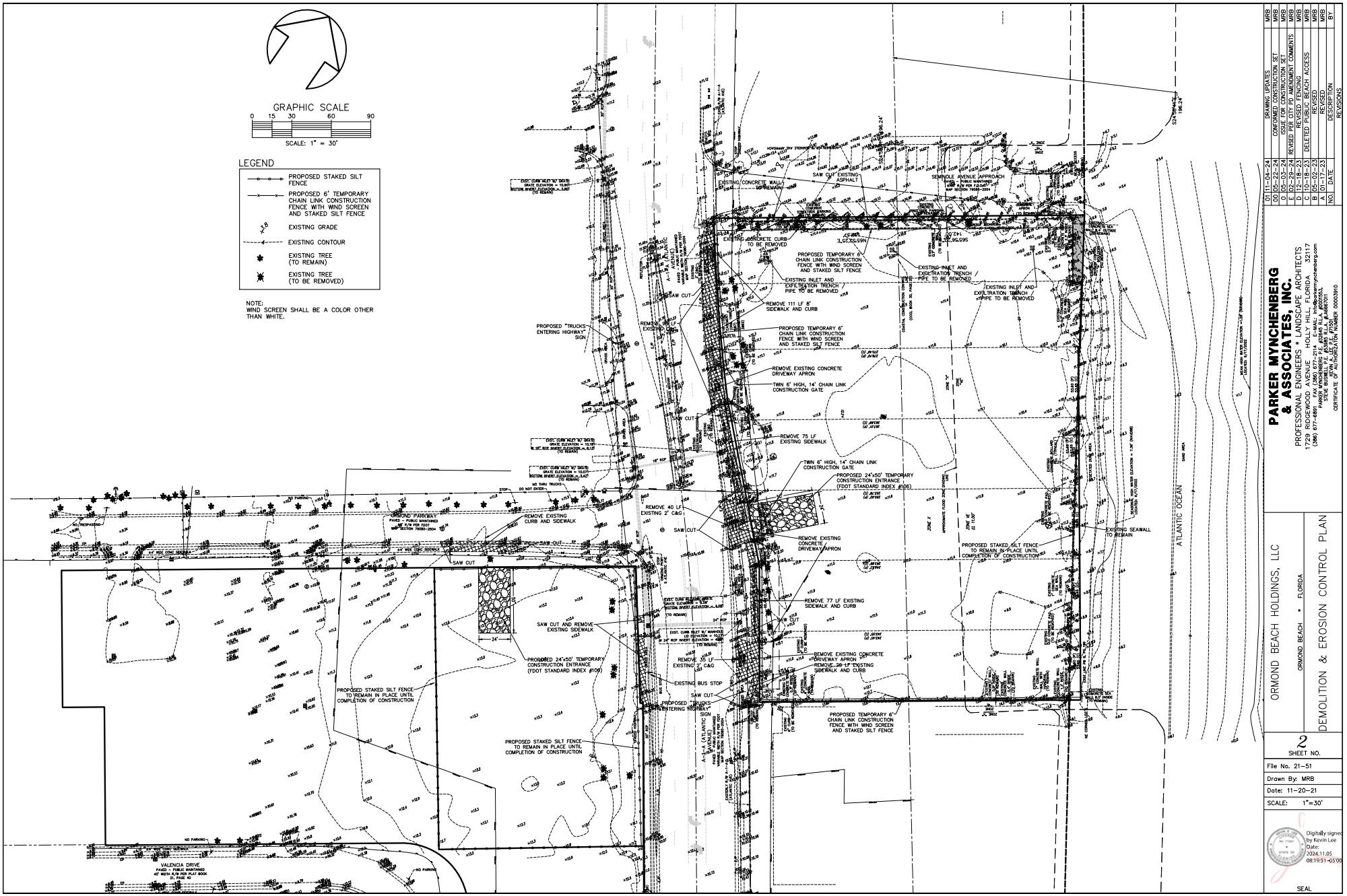
VOLUSIA COUNTY, FLORIDA

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" = 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	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. #58601 C.A. #8670011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

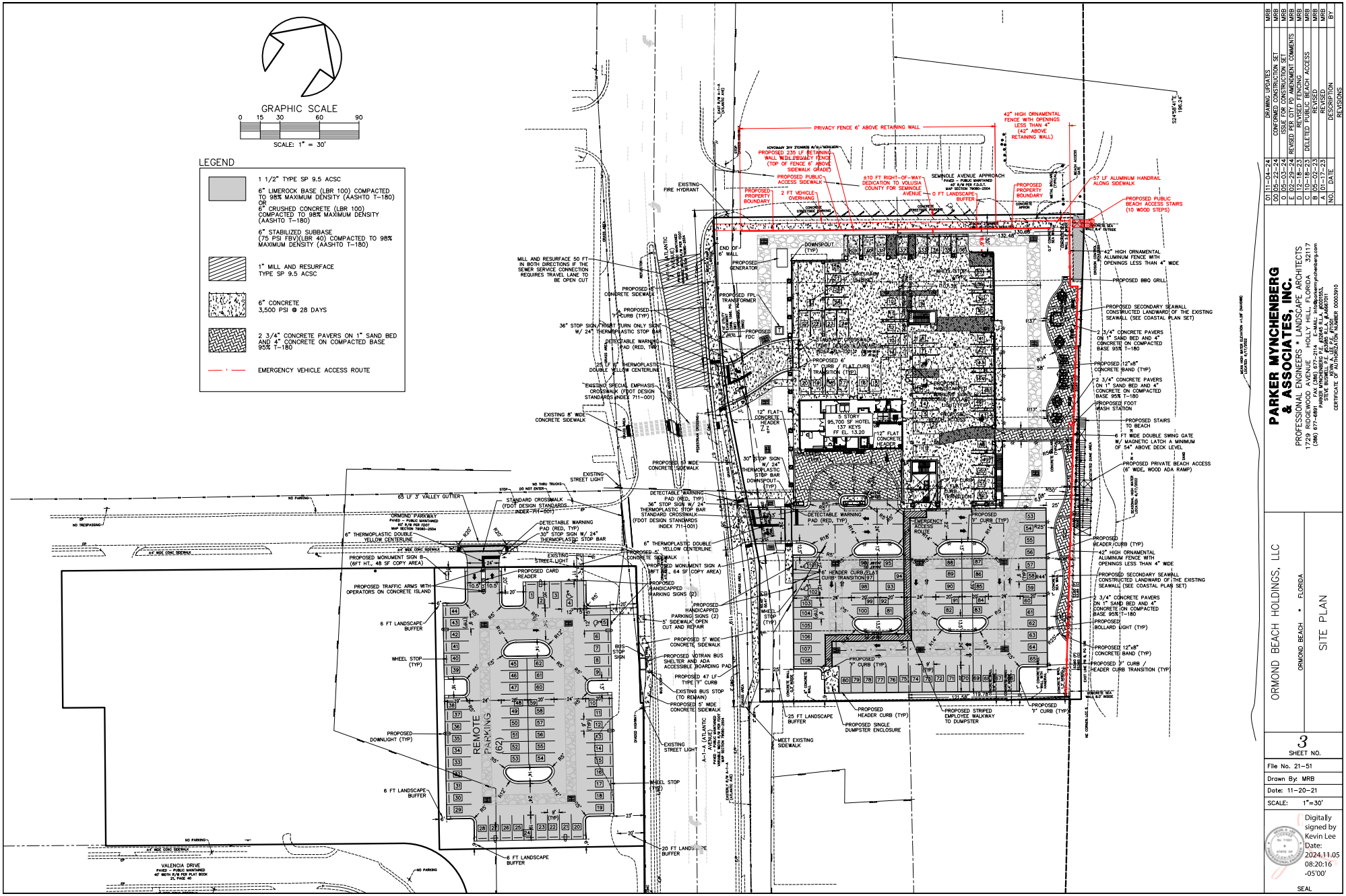
DEMOLITION & EROSION CONTROL PLAN

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



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	03-01-24	REVISED PER PLANNING BOARD 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.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

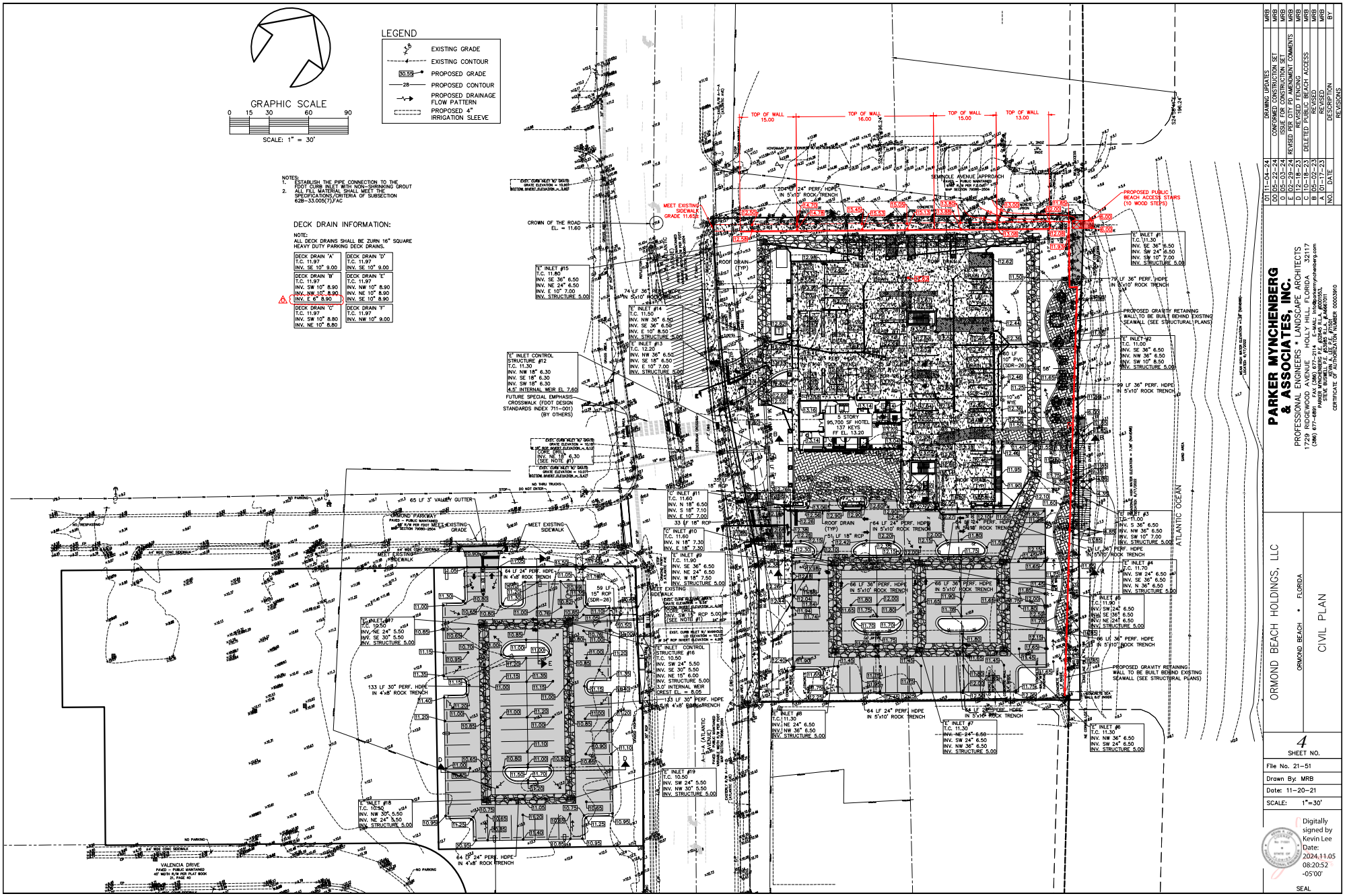
SITE PLAN

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



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	02-16-24	SSUE FOR CONSTRUCTION COMMENTS	MRB
0	05-03-24	SSUE 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
PRINCIPALS: ROBERT M. PARKER, P.E. #34653
STEVE BYCHELSKI, P.E. #53610, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA

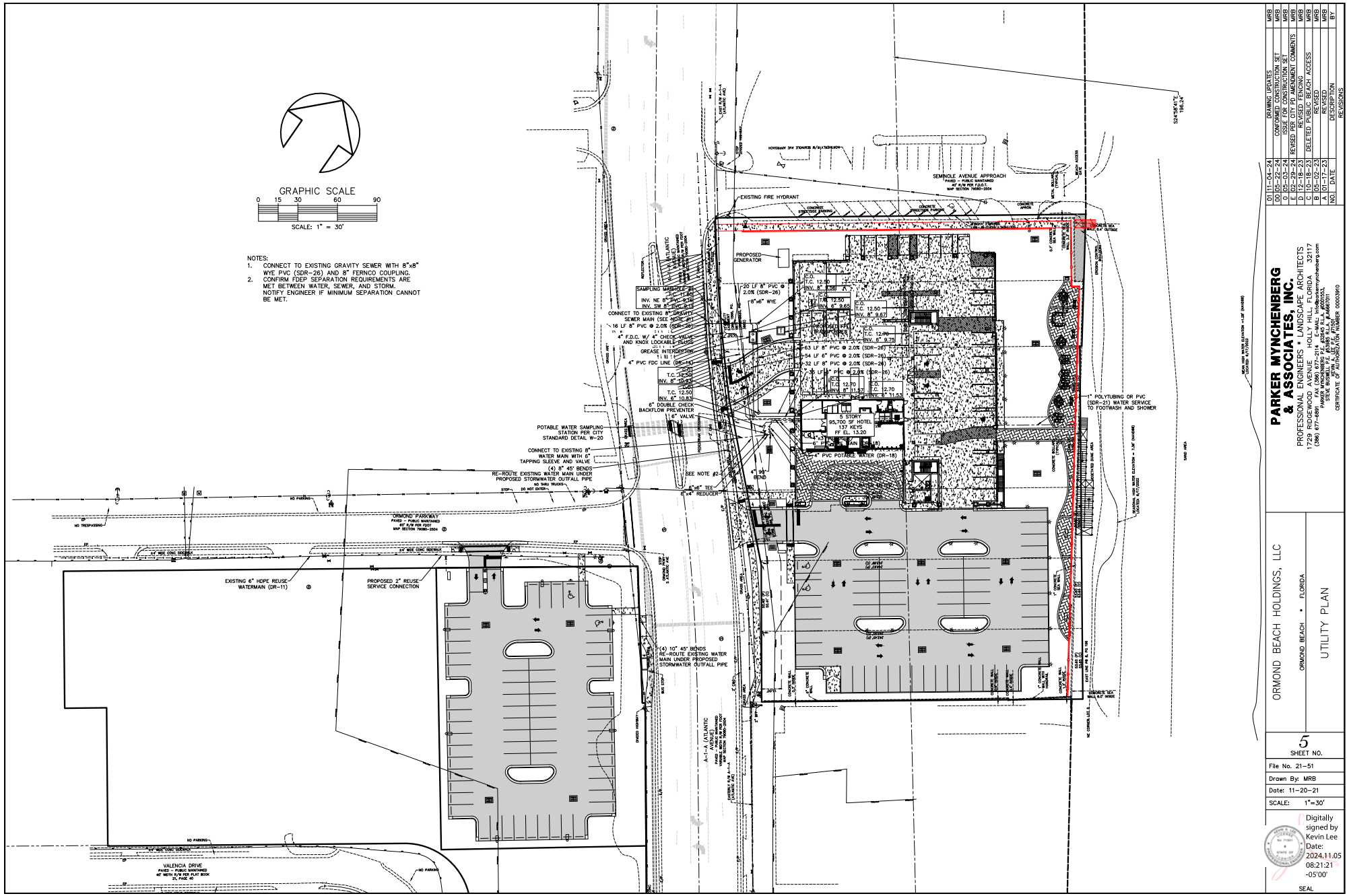
CIVIL PLAN

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



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	03-05-24	REVISED PER PLANNING 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.
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PARKER MYNCHENBERG, P.E. #36533
STEVE BIONELLI, P.E. #56851, R.L.A. #6667311
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

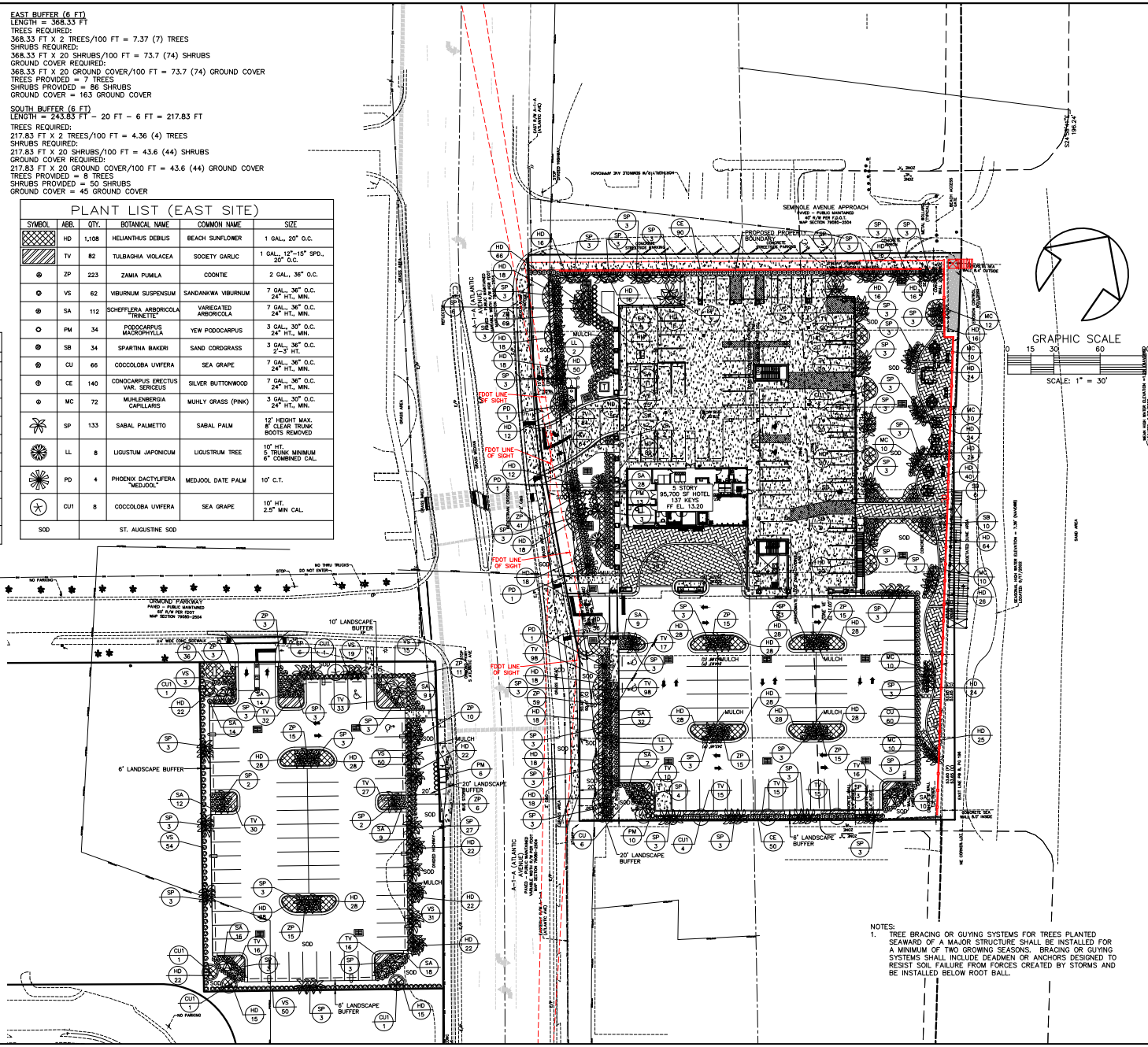
SOUTH BUFFER (6 FT)
LENGTH = 155 FT - 20 FT - 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 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		



GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'

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	02-14-24	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.
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36802, R.L.A. #LA0001553
STEVE BISHER, P.E. #53610, 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:

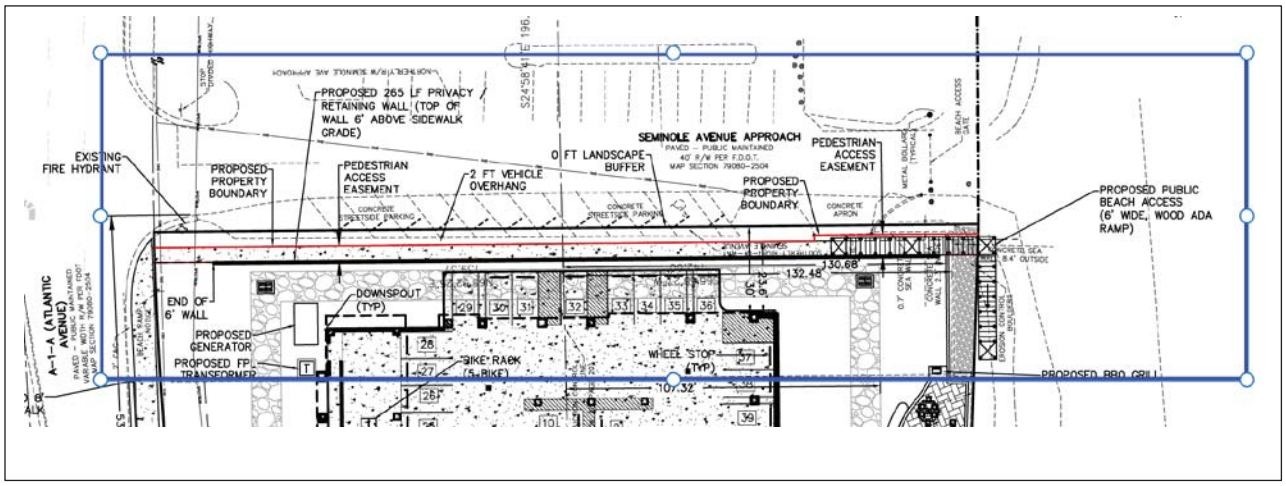
EXHIBIT 1: Adjacent land uses and zoning:

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

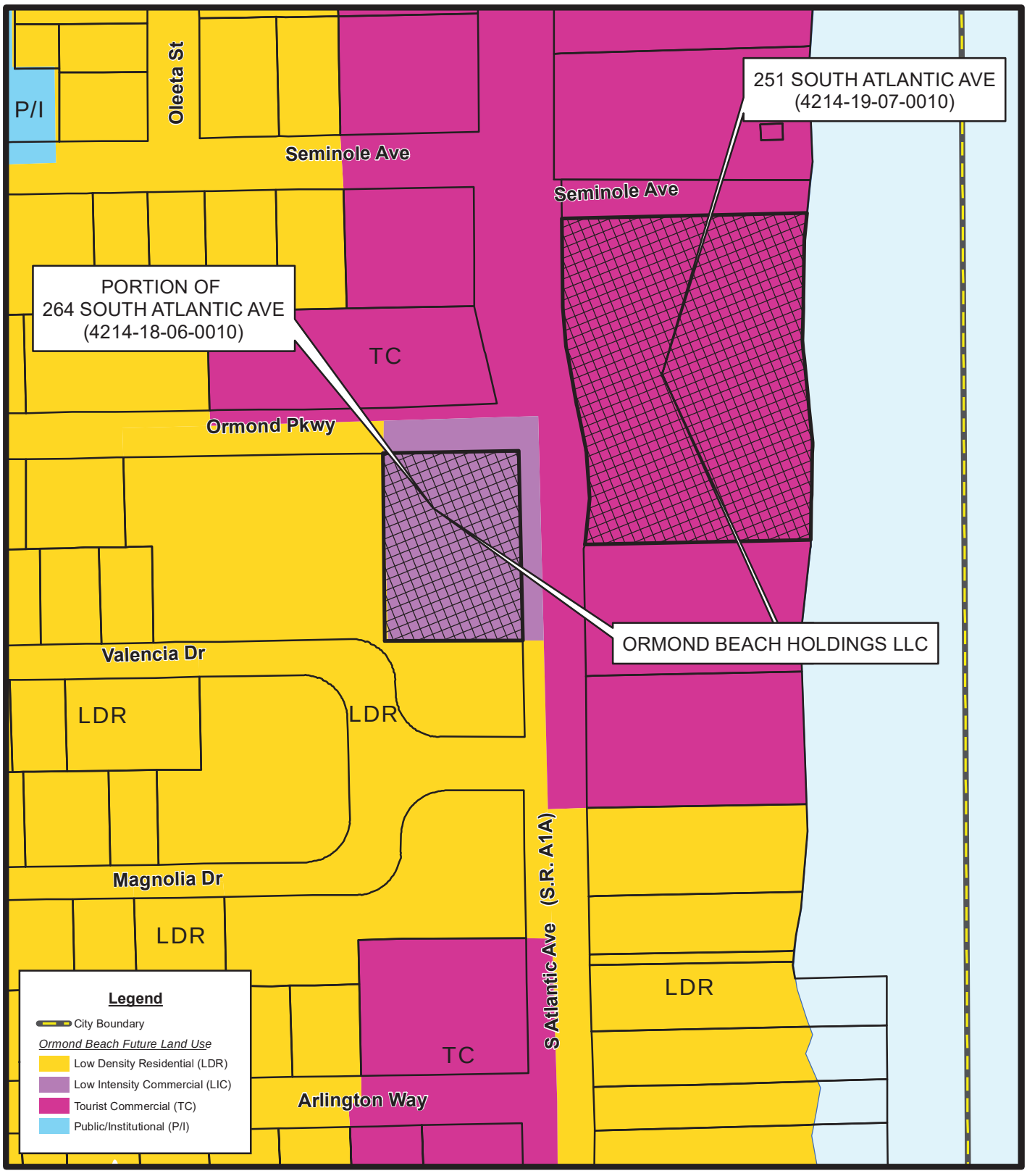
Project maps



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

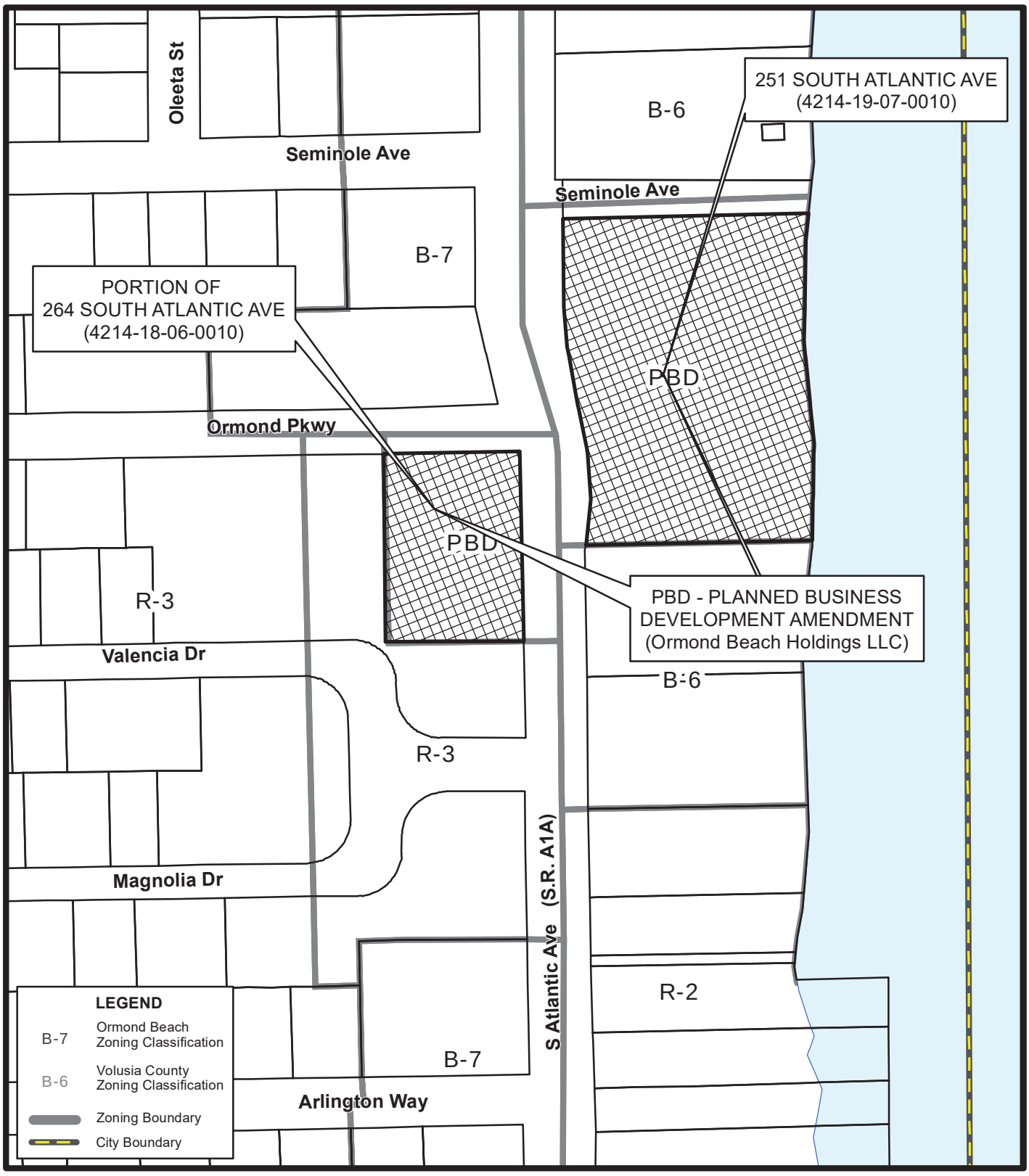
N.T.S.



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
(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

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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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PROFESSIONAL ENGINEERS

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ATTACHMENT 3

Original Development Order, Ordinance 2023-05

ORDINANCE NO. 2023-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), TO BE KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY AS A HOTEL AND REMOTE PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property ("Applicant/Property Owner") located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development ("PBD") to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres, to be known as "Ormond Beach Holdings, LLC" as described and

depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the proposed development of the subject property is contingent upon a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and change in zoning (Ordinance No. 2023-04) pertaining to the subject property being approved, and becoming effective in accordance with Section 163.3184(12) and Section 163.3187, *Florida Statutes*, and

WHEREAS, the proposed development order is contingent upon the *Comprehensive Plan* amendment and rezoning becoming effective, and

WHEREAS, the Property is to be rezoned from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development, and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-6 (Oceanfront Tourist Commercial) zoning district except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health; safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage,

fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the "Ormond Beach Holdings, LLC" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the Ormond Beach Holdings, LLC Planned Business Development to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres.

SECTION THREE. Section 2-27(B)(9)(d) of the *Land Development Code* requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building, and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FOUR. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access, which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan, and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FIVE. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved, with the condition that the pedestrian crossing is required to be in place and operational prior to the Certificate of Occupancy for the proposed hotel.

SECTION SEVEN. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION EIGHT. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

PASSED UPON at the first reading of the City Commission this 10th day of January, 2023.

PASSED UPON at the second and final reading of the City Commission this 24th day of January, 2023.

BILL PARRINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2023\01-10-23\23-05 DEVELOPMENT ORDER OBH LLC, (P22-0200G).DOCX\

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Robert A. Merrell III, Esquire, on behalf of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company
	Application No.	2022-018
	Project Name:	Ormond Beach Holdings, LLC
	Property Address:	251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
	Parcel ID No.:	4214-19-07-0010 and 4214-18-06-0010

PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 10, 2023 and January 24, 2023, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company ("Applicant/Property Owner") for a Development Order for a Planned Business Development to be known as "Ormond Beach Holdings, LLC", to be located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010) as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to allow the construction of a hotel, including a remote lot on the west side of South Atlantic Avenue, under certain conditions on 2.95 acres and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

I. In the event a building permit has not been issued within thirty-six (36) months, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.*

J. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 24th day of January, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT A
Page 1 of 2

LEGAL DESCRIPTION

From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

Portion of 264 South Atlantic Avenue

WEST SITE = 33,003 SF = 0.76 AC

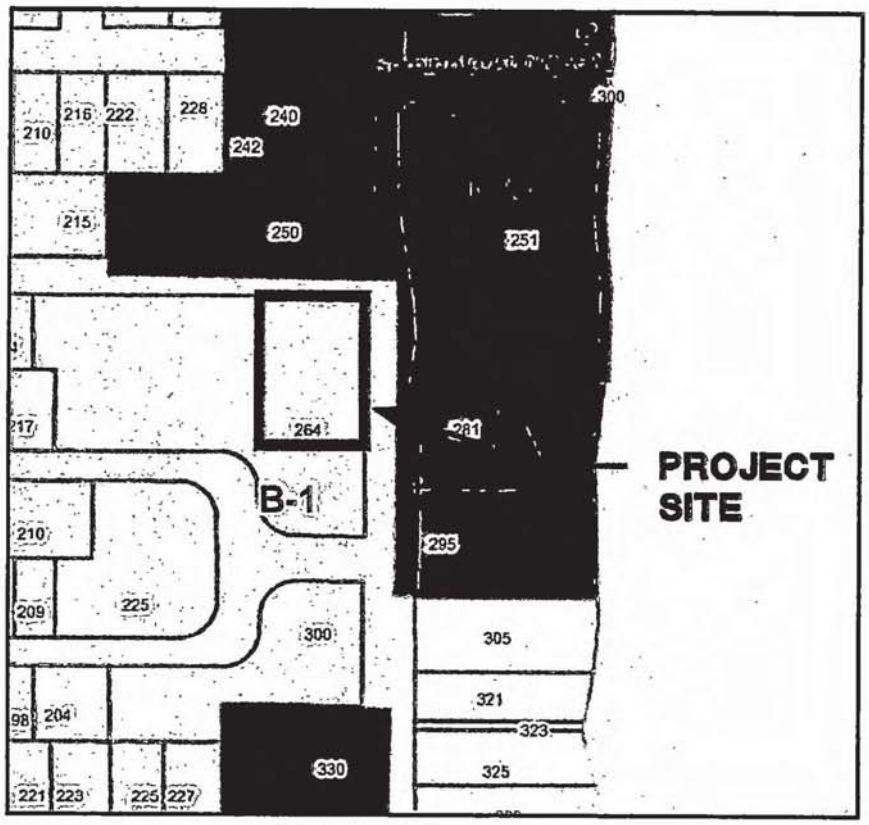
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: [redacted], A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN [redacted], A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN [redacted]W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

EXHIBIT A
Page 2 of 2

Map of Area



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL

EXHIBIT "B"
Page 1 of 4

Project Name: PZ-22-018(B) (Site plan & PBD)
Project Description: 251 South Atlantic Avenue, Ormond Beach Holdings, LLC
Review Comments List Date: 10/29/2022

Ref. # 20, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please identify emergency vehicle access route for the building.

Ref. # 21, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C001-COVER.pdf
Please provide building elevation views to allow us to better comprehend the building elements and overall access.

Ref. # 50, Fire Plans Examiner, MLG Municipal Services, Cycle 2, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please provide a clear fire apparatus access plan of the building site. Plan should include as a minimum: roadway widths and clear height, turn-around points, finished grades at street and property, location of all fire department connections and fire hydrants, elevation view and floor plan of the building showing entrances and means of egress from exits and stair towers,

Ref. # 59, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Seminole Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 281.37' total lineal footage subtract 20' west & 6' east buffer = 255.37' = 8 Required trees and not 7 (.5 or greater you round up). Only provided 5 trees, please add plant materials to meet requirement.

Ref. # 60, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Buffer, C006-LANDSCP.pdf
Buffer length = 368.33' (see survey)
Required shrubs & ground covers = 74

Ref. # 61, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 243.83' total lineal footage subtract 20' west & 6' east buffer = 218' (Correct). This buffer needs 4 trees and only providing 3 (palms 3:1). Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard.

Ref. # 62, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: A1A Buffer, C006-LANDSCP.pdf
For the buffer length, please show the math, 370.43' total lineal footage subtract 5' sidewalk, 28' & 22' driveways = 315.43' = 13 Required trees and not 12. Required shrubs & ground covers = 126
Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard or Glossy Privet.

Ref. # 63, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Plant List, C006-LANDSCP.pdf
Specify the Cabbage palms with slick trunks, boots removed. The spec should be clear trunk and not clear height.

Ref. # 64, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer Hedge, C006-LANDSCP.pdf
Please move the hedge to the property line and place the ground covers in front of the hedge.

Ref. # 65, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Utilities, C006-LANDSCP.pdf
Please show and gray back all utilities and coordinate plant materials. Please screen the double check backflow preventer.

Ref. # 66, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Firebush, C006-LANDSCP.pdf
The required screening height for the HP is 24", please specify on the plant list.

Ref. # 67, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Side Tree Requirement, C006-LANDSCP.pdf
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(114) Proposed Palms (3:1) = 38 Trees
Proposed Phoenix Palms (1:1) = 4 Trees
(8) Proposed 6" Combined Trees (2 Tree Credits) = 16 Trees
TOTAL PROVIDED TREES = 58 (Deficient 36 Trees)

Ref. # 68, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer Calculations, C006-LANDSCP.pdf
1 tree/400 SF = 25 Trees (round up .5 and greater).
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(67) Proposed Palms (3:1) = 22 Trees
Proposed Trees = 5 Trees
TOTAL PROVIDED TREES = 27

Ref. # 69, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Ormond Parkway Buffer - West, C006-LANDSCP.pdf
For the buffer length, please show the math, 153' total lineal footage subtract 28' driveway, 20' west & 6' east buffer & 5' sidewalk = 94' = 3 Required trees. Required shrubs & ground covers = 28
Provided trees = 3 and not 4.

Ref. # 70, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Landscape Islands, C006-LANDSCP.pdf
Interior and terminal landscape islands require the palms to be planted in 3's, because three palms equals (1) tree.

Ref. # 71, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer - Parking Lot, C006-LANDSCP.pdf
The lineal footage of this buffer = 214'
Required shrubs & ground covers = 43
Please move the hedge to the property line. Required ground covers = 43

EXHIBIT "B"
Page 3 of 4

Ref. # 72, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer - West Parking Lot, C006-LANDSCP.pdf
For the buffer length, please show the math, 155' total lineal footage subtract 20' west & 6' east buffer = 129' = 3 Required trees
Required shrubs & ground covers = 26

Ref. # 73, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Irrigation Plan, C008-IRRIG.pdf
- Please demonstrate how your meeting the Volusia County Waterwise Ordinance. 25% of the landscape area shall be low volume. Please provide requirement and how it's being met for both sites. I am assuming there will be 2 irrigation systems, one for the hotel and one for the parking lot? Please identify this on the irrigation legend and provide specifications.
Please show the water source for the west parking lot, the location of the controller, rain sensor & identify the mainline/size.
Please show the water source for the hotel and the location of the controller & rain sensor.
The irrigation legend shows a well for water source?

Ref. # 74, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Parking - Firebush, C006-LANDSCP.pdf
Please specify a ground cover in place of the HP, it's going to compete with the SA. Other options are Purple Society Garlic, Portulaca or Orange Bulbine.

Ref. # 1, Planner 3, Becky Weedo, Cycle 1, Unresolved
Markup: Crown of Road Elevation, C004-CIVIL.pdf
It looks like the building will be located in a Flood Zone X which is not considered a Special Flood Hazard Area. Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas, the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions. Per Section 1-22 of the LDC, "Crown of road means the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer." The elevation numbers on the plan are very hard to read. Please call out the crown of road elevation on the plan.

Ref. # 49, Planner 3, Becky Weedo, Cycle 2, Unresolved
Comment: Please call out crown of road on C004-CIVIL.pdf plan. Very difficult to read those numbers.

EXHIBIT "B"
Page 4 of 4

Ref. # 46, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, PB criteria, Ormond Marriott PD Project Narrative.pdf
Please include in the letter, Describe how the project meets the Planned Business Development criteria - specifically 2-36(h)(4) of the LDC.

Ref. # 48, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, photometric lighting plan, C003-SITE.pdf
Has a photometric lighting plan been completed? If so, please provide.

Ref. # 57, Utility 1, Mike Stephenson, Cycle 2, Unresolved
Markup: Sampling Station, C005-UTILITY.pdf
Add potable water sampling station near the edge of right of way. Add City detail W-20 to the planset.

Ref. # 75, Utility 1, Mike Stephenson, Cycle 4, Unresolved
Markup: Std Detail Update, C014-DETAILS.pdf
Please update City standard details throughout plan set to be the latest versions.

EXHIBIT "C"
Page 1 of 2

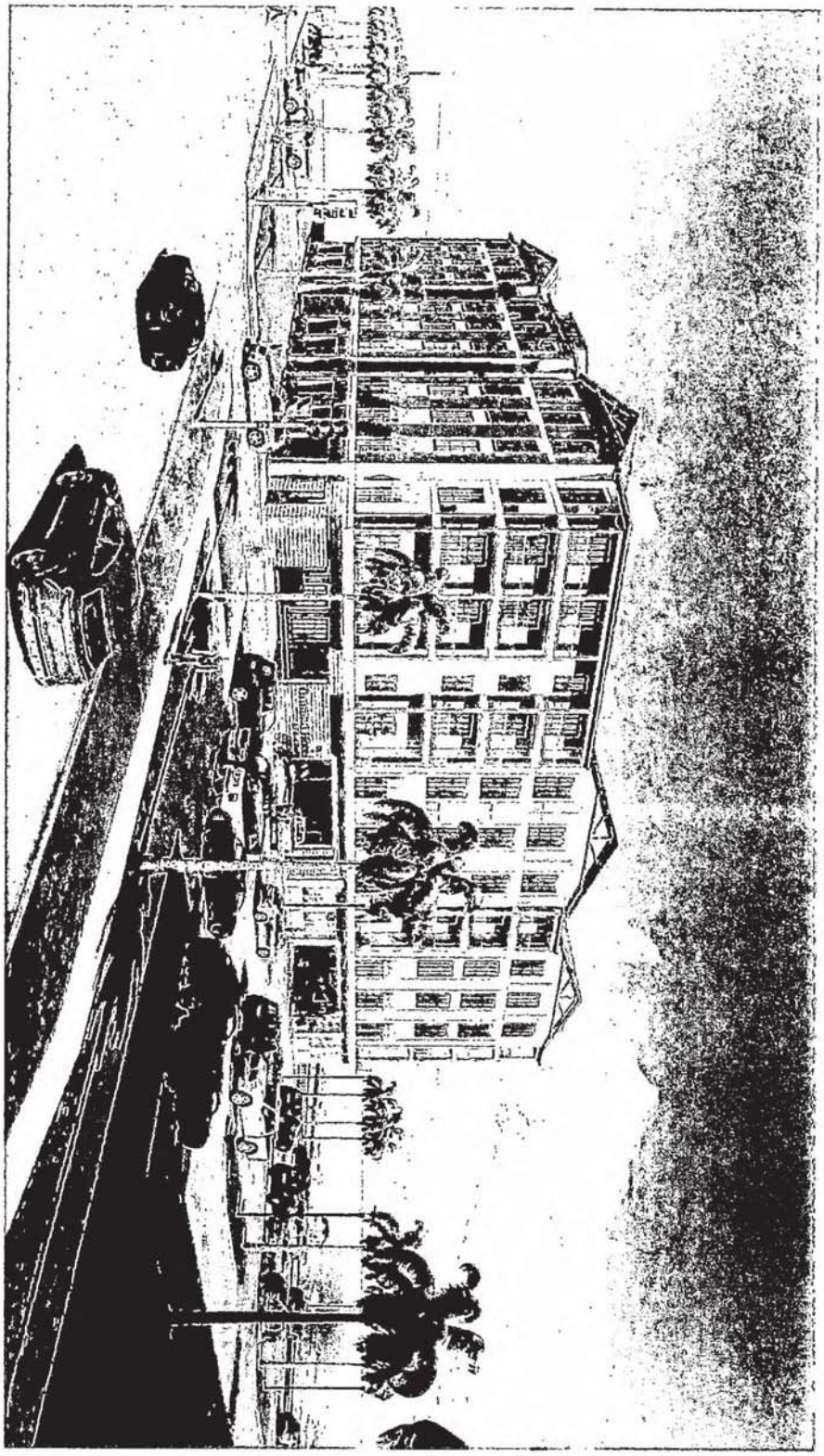
ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
6. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
7. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

EXHIBIT "C"
Page 2 of 2

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

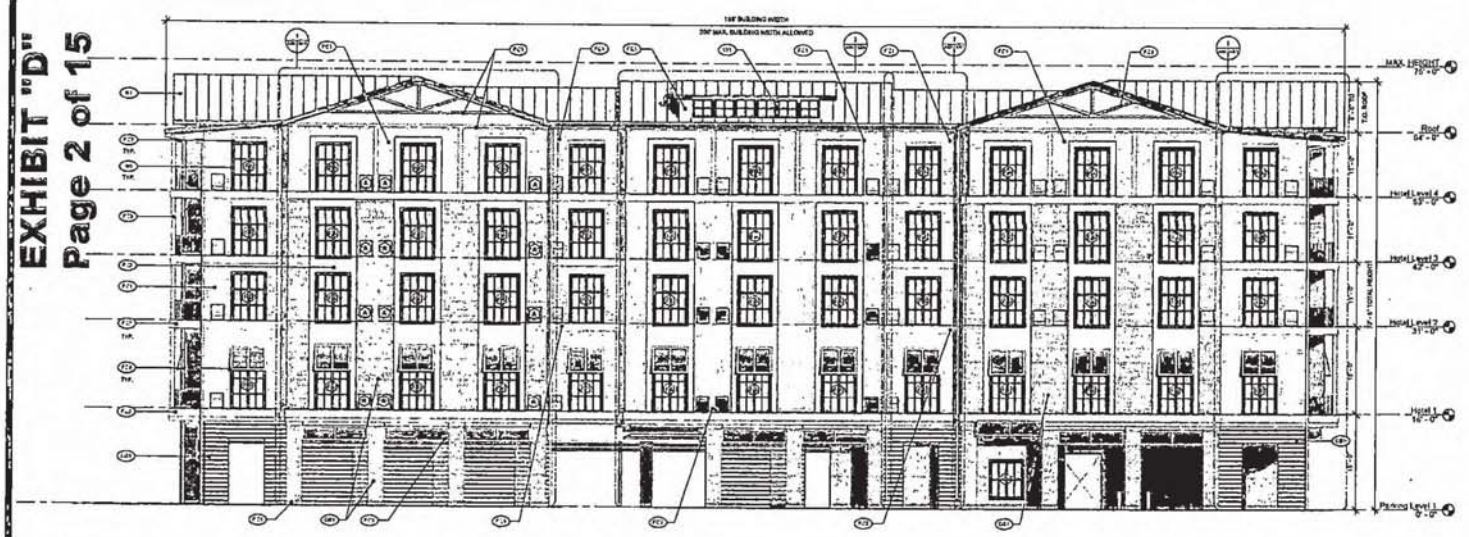
ORMOND BEACH HOLDINGS, LLC

STUDIO Z ARCHITECTURE

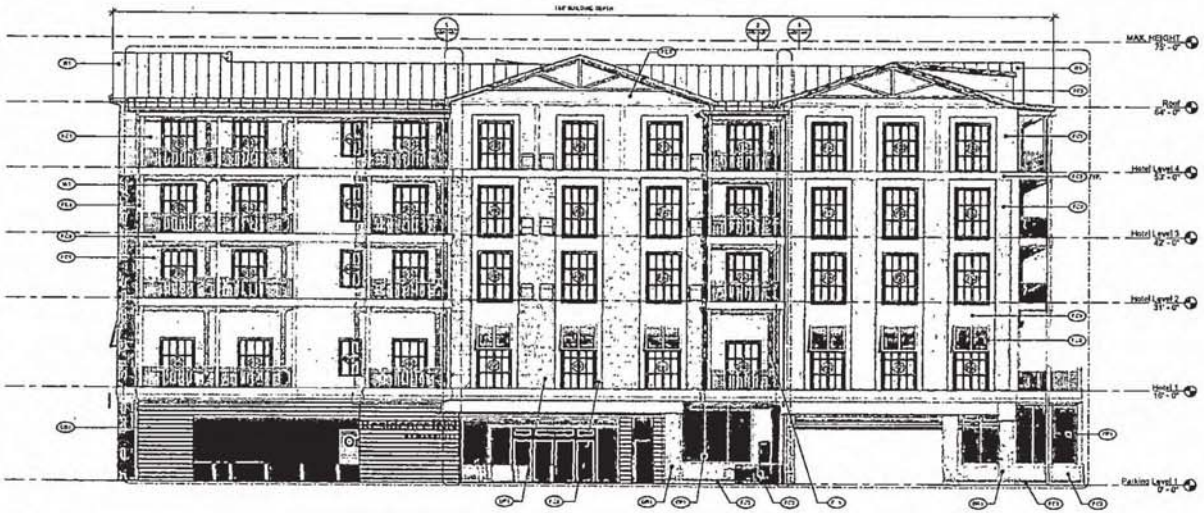
EXTERIOR PERSPECTIVE

A901

EXHIBIT "D"
Page 2 of 15



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANEL CONSIDERED SHALL BE INTEGRAL W/ THE FINISH AND NOT A PANEL SET INTO
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 ADJACENT STREETS
5. SEE SHEET A601 FOR ADDITIONAL WINDOW STC/ACOUSTIC INFORMATION
6. PAINT STEEL CANOPIES TO MATCH ADJACENT FACADE COLOR/FINISH
7. REFER TO FLORIDA ENERGY PROJECT WORKSHEET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISH TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL ACCESSORY ELEMENTS AT ANY DAMAGE LOCATIONS

ELEVATION FINISH LEGEND

- FCP1: FIBER CEMENT PANEL - FIELD, PLANK LAYOUT
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: ARCTIC WHITE
- FCP2: FIBER CEMENT PANEL - FIELD, PLANK VERTICAL LAYOUT
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: BENJAMIN MOORE HC-166 GEORGETOWN GRAY
- FCT1: FIBER CEMENT TRIM - VARIOUS TRIM BOARDS
  LOCATION: HORIZONTAL AND VERTICAL BANDING, CLEARY TRIM, AT SELECT WINDOW & DOOR OPENINGS, AT BALCONY RAILINGS & COLUMNS
  FINISH: ARCTIC WHITE
- MT1: 24GA - 12" STANDING SEAM METAL ROOF
  LOCATION: ALL ROOFS
- MT2: 24GA - 12" STANDING SEAM METAL ROOF
  LOCATION: ALL ROOFS
  FINISH: BENJAMIN MOORE HC-166 GEORGETOWN GRAY
- W1: WOOD TRIM
  LOCATION: WALL TRIMS AND WINDOW TRIM - ALL WINDOWS
  FINISH: TBD
- MT1: STANDING SEAM METAL ROOF
  LOCATION: ALL ROOFS
- CB1: COMPOSITE BOARD
  LOCATION: GROUND LEVEL SOFFIT AND ITEMS
  FINISH: SMOOTH WHITE
- G1: GUARDRAIL SYSTEM - 3/4IN TEMPERED GLASS WITH ALUMINUM CAP RAIL
  LOCATION: ALL BALCONIES
  FINISH: CLEAR GLASS WITH BLACK ALUMINUM CAP RAIL

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 SIGN IS ALLOWABLE AND MUST BE ATTACHED TO THE BUILDING. SIGN STYLES MUST BE SELECTED AND ADHERED TO WITHIN ORMOND, SPANISH, FLORIDA VILLAGE, FLORIDA, NEO-EUROPEAN, TIMO PROJECT MUST BE DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A MAX. ALLOWABLE BUILDING HEIGHT IS 75' AND IS A MAXIMUM OF 5 STORIES ABOVE GRADE PLANE OF SITE. PROPOSED BUILDING HEIGHT IS APPROX. 72'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF ACCEPTED ARCHITECTURE DESIGN ELEMENTS COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. ACCEPTED ELEMENTS ARE LISTED BELOW:
   a. BUILDING: BUILDING MASSING IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1.5 FT TO 1 FT OR 2 FT TO 1 FT. ALL WINDOWS ARE DOUBLE HUNG. STANDARD WINDOW DIMENSIONS: 3' W X 5' H. WINDOWS ARE FRAMED WITH WOOD AS IS REQUIRED
   c. DOORWAYS: ENTRANCES ARE DESIGNED IN THE STYLE OF EIGHTEEN PANELED WITH DECORATIVE CEILING AS IS SHOWN
   d. ROOFS: ALL ROOFS ARE MEDIUM TO LOW PITCH STANDING SEAM METAL GABLE STYLE ROOF & LOW SLOPED STANDING SEAM METAL PARTS. PARTS 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 WITH 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. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. WOOD RAIL METAL RODS AND RAILS ARE INCLUDED
   b. ALL WOOD TRIM ELEMENTS ARE INCLUDED
   c. ALL DOUBLE HUNG WINDOWS ARE INCLUDED
   d. ALL SHUTTERS ARE INCLUDED
   e. ALL DOORS ARE INCLUDED
   f. ALL PORCHES ARE INCLUDED
   g. ALL BALCONIES ARE INCLUDED
   h. ALL ROOFS ARE INCLUDED
   i. OPTIONAL DORMER WINDOWS ARE INCLUDED
   j. OPTIONAL 12/6 PITCHED ROOFS ARE INCLUDED
   k. OPTIONAL SAMPLE WOOD RAILINGS ARE INCLUDED

STUDIO Z ARCHITECTURE
419 S. OCEAN STREET
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CHARLESTTE, NC 28202
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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

REVISIONS

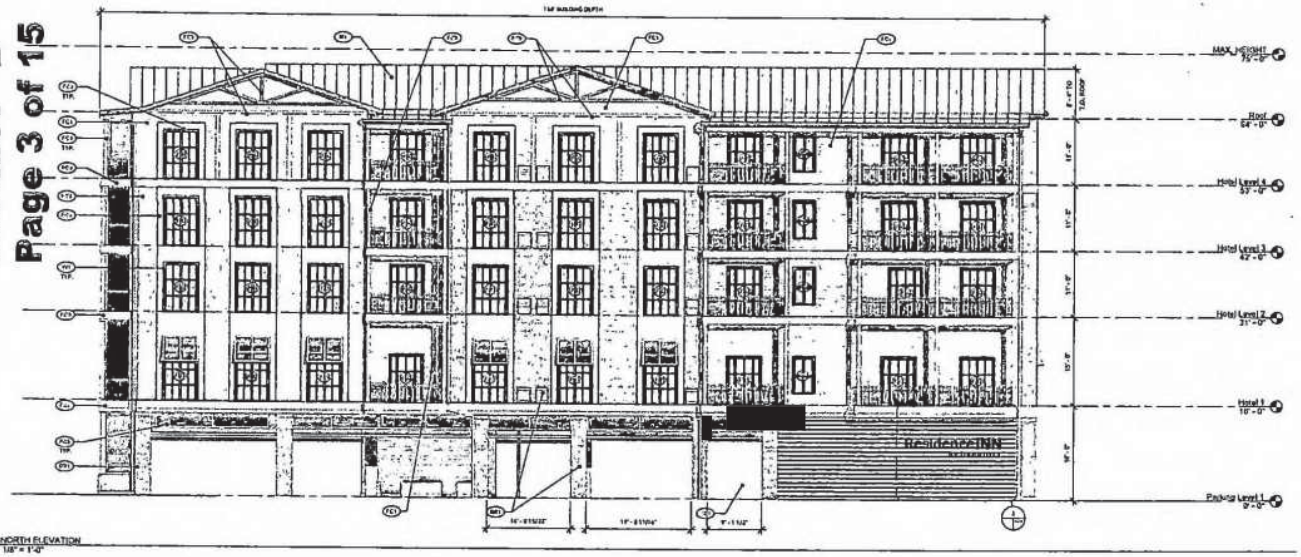
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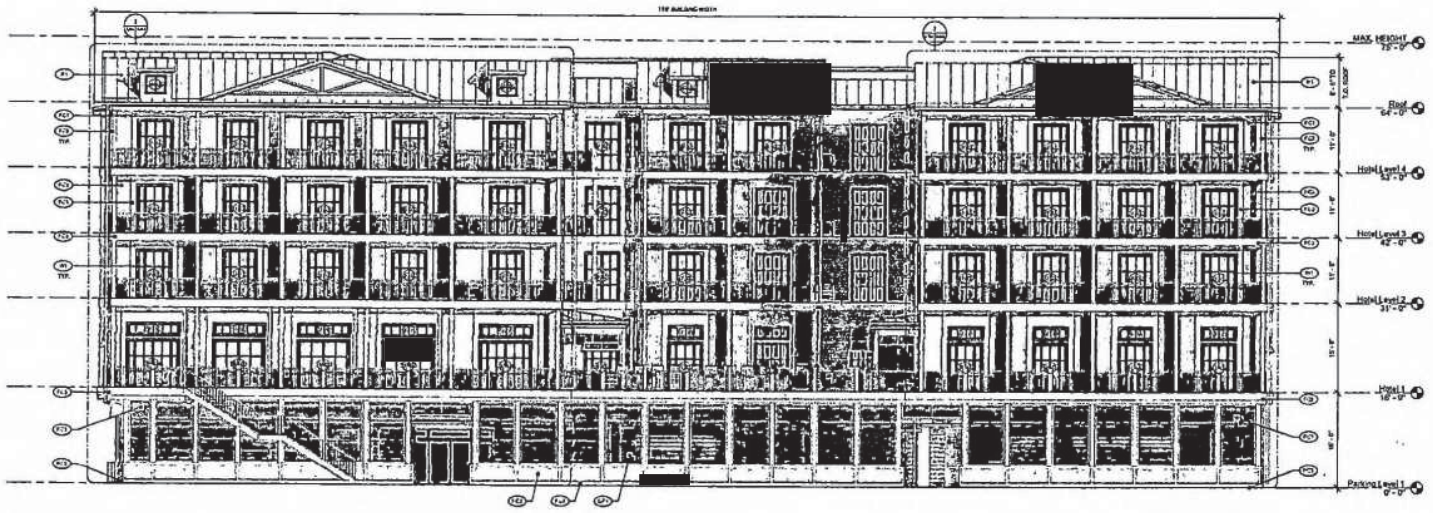
SHEET TITLE
OVERALL ELEVATIONS

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 AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM VIEW AT GRADE LEVEL
5. SEE SHEET A401 FOR ADDITIONAL WINDOW/STOREFRONT INFORMATION
6. PAINT STEEL LINTELS TO MATCH ADJACENT FASCIA COLOR/FINISH
7. REFER TO FLORIDA BUILDING PRODUCT APPROVED FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISH & TIE WATER INTO ADJACENT RAIN GRADE
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: RESTFUL 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: ORANGE BLEND SMOOTH

WT1: WOOD TRIM
LOCATION: RAILINGS AND WINDOW TRIM - ALL WINDOWS
FINISH: TBD

R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS

CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SOFFITS AND CEILINGS
FINISH: SHERWIN WILLIAMS SW 7012 CREAMY

GC1: GUARDRAIL SYSTEM
LOCATION: GUESTROOM BALCONIES
FINISH: SHERWIN WILLIAMS SW 7012 CREAMY

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 3 OF 9 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND INCORPORATED. SPANISH, FLORIDA CRACKER, MINIMALISM, NEW COLLECTIVE. THIS PROJECT IS A TRUE DESIGN AS 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. 72
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS (COMMON FEATURES OF THE FLORIDA CRACKER STYLE) MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. ROOFS: SHINGLE MASSING IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE HORIZONTALLY SEPARATED AND PROPORTIONED WITH A RATIO OF 1.5 TO 1 TO 1.75 TO 1 (LONG SHARED STANDARD WINDOW DIMENSIONS: 3' TO 3.5' X 5' TO 6' WINDOWS ARE FRAMED WITH WOOD AS REQUIRED
   c. PORTICO/ENTRANCES ARE DESIGNED IN THE STYLE OF FLORIDA SPINDLE WORK WITH DECORATIVE DETAILING 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. EXTERIOR MATERIALS ARE TO ALL ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED TABLEAUX CEMENT PANELS. AN ALL FACADES INCLUDING BRICK SPACE COMPRISES LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
4. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN FEATURES (COMMON FEATURES OF 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 PAINTED AND CEMENT SPECIFICALLY ARE INCLUDED
   c. REQUIRED PITCHED GABLE ROOFS ARE INCLUDED. NOTE: GABLE ROOF SLOPES ARE 5:12 CONFORM WITH ALLOWABLE IN-LONG HEIGHT REQUIREMENTS STATED/SHOWN BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. REQUIRED EXPOSED TAILS IN RAFTER IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. REQUIRED SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL GRID-LITE WINDOWS ARE INCLUDED
   g. OPTIONAL SCREEN PORCH ROOFS ARE INCLUDED
   h. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

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ORMOND BEACH HOLDINGS, LLC

SEALS

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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

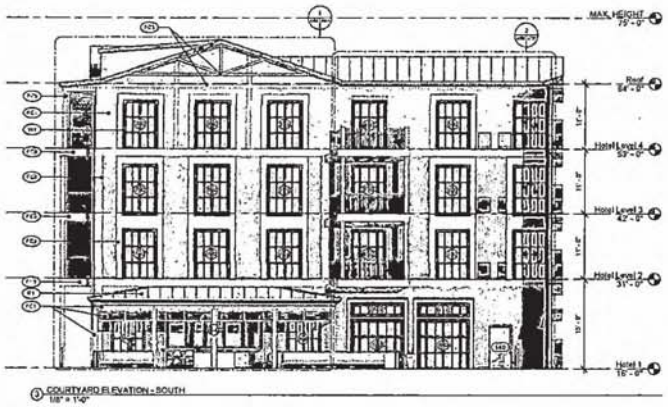
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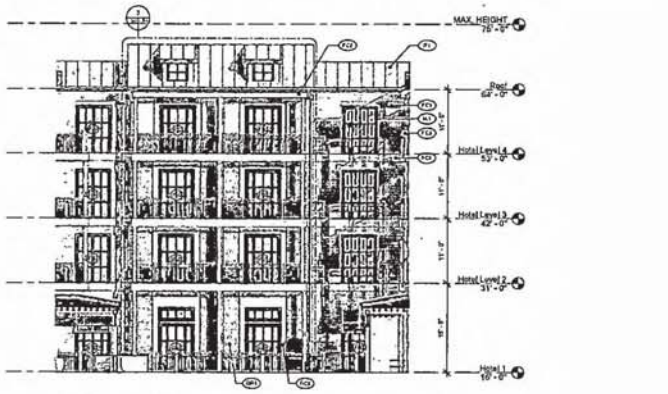
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OVERALL ELEVATIONS

DRAWING NUMBER
A302

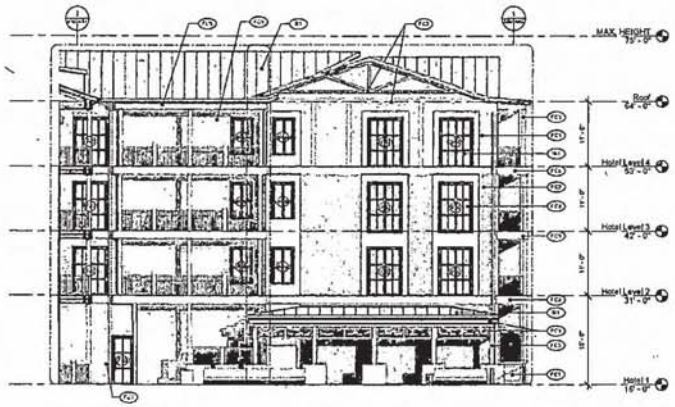
EXHIBIT "D"
Page 4 of 15



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 SIDING SHALL BE INTEGRAL TO THE FINISH AND NOT APPLIED AFTER
3. PAINT ALL STRUCTURE MOUNTED DEVICES AND FINE FLASHING TO MATCH ADJACENT GROUP MATERIAL
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GRADE AT OTHER LEVEL
5. SEE SHEET A601 FOR ADDITIONAL WINDOW / STOREFRONT INFORMATION
6. PAINT VINYL GUTTERS 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 STROBAN BALCONY COLUMNS
FINISH: ARCTIC WHITE

BR1: BRICK - GENERAL SMALL MODULAR THIN BRICK
LOCATION: DESIGNATED EXTERIOR FACADES, GROUND LEVEL COLUMNS
FINISH: THROWING OR EQUAL

WC: WOOD TRIM
LOCATION: RAILINGS AND WINDOW TRIM - SEE WINDOWS
FINISH: TBD

R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS

CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SOFFIT AT TYPES
FINISH: SMOOTH WHITE

G1: GUARDIAN SUNGUARD SNX 51 CRYSTAL CLEAR COATING

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO. NOTE: SPANISH, MEDITERRANEAN, SPANISH, FLORIDA CRACKER, BUNGALOW, NEO 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 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 TO 2.5 (1.5" TO 2.5" AS REQUIRED). STANDARD WINDOW DIMENSIONS: 3' X 5' 6" W. WINDOWS ARE FRAMED WITH 6-INCH AS REQUIRED
   c. ENTRANCES: ENTRANCES ARE DESIGNED IN THE STYLE OF COVERED PORCHES WITH DECORATIVE COLUMNS AS REQUIRED
   d. ROOFS: ALL ROOFS ARE AUGMENTED HIPPED STANDING SEAM METAL GABLE STYLE ROOFS 12/6+ 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 WOOD, BRICK COMPOSITE LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF FLORIDER ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. STANDING METAL ROOFING MATERIALS ARE INCLUDED
   b. BOARD & PATTEL OR GREY WHITE AND GRAY SPECIFICALLY ARE INCLUDED
   c. SLOPED ROOFS WITH 6 GABLE ROOFS ARE INCLUDED. NOTE GABLE ROOF SLOPES ARE 10 COMPLIANT WITH ALLOWABLE BUILDING HEIGHT AS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. EXPOSED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. SIDING SAMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL DORMER WINDOWS ARE INCLUDED
   g. OPTIONAL LOW PITCH 2 PORCH ROOFS ARE INCLUDED
   h. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

STUDIO Z ARCHITECTURE
619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	ISSUE DATE
Site SKT	[illegible]

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

Site Project #	21045
Drawn By	CS
Checked By	JW

SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A303

EXHIBIT "D"
Page 4 of 15

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH. SANITARY SEWER SERVICE TO BE 6" PVC (SDR 26), WATER MAINS TO BE PVC, DR-18, C-900. CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY:
3) TELEPHONE, ELECTRIC AND ALL UTILITIES TO BE UNDERGROUND.
4) MINIMUM COVER REQUIRED ON ALL WATER MAINS, MAIN, COVER 42".
5) STOP SIGNS, STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
6) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
7) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO THE ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "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 (SIGNIFYING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON 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 106, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

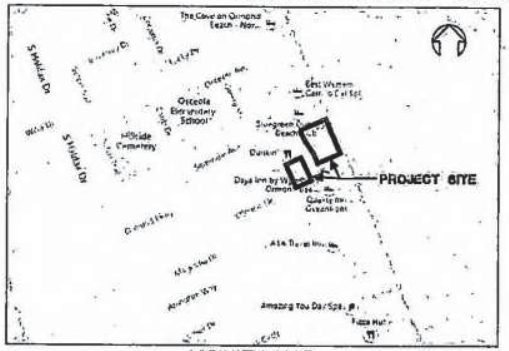
THE NORTH 100 FEET OF THE SOUTH 366 FEET OF LOT 16-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 5, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 10 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 6, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N85°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 222.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N85°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 183.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79030-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S23°57'04"E, A DISTANCE OF 184.03 FEET; THENCE RUN S65°57'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S85°27'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N34°36'39"W, A DISTANCE OF 314.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33006.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

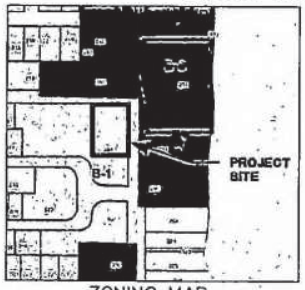


VICINITY MAP



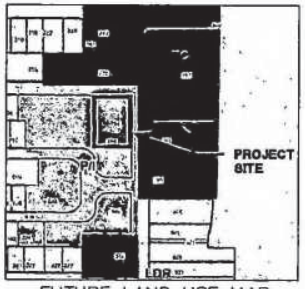
FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0215K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)



ZONING MAP

B-2 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
51-66	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.

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PARKER MYNCHENBERG P.E. #32845 R.L.A. #0001553
STEVE BUSSELL P.E. #53405 R.L.A. #6666701
KEVIN A. LEE P.E. #73301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
3 CENTURY DRIVE, SUITE 340
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0776
EMAIL: JoshHoward@wk.com

SURVEYOR:
DEMERSKY
BILL DONLEY, PSM
132 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9828 FAX:(407) [redacted]
EMAIL: bdonley@demersky.com

LAND USE ATTORNEY:
DOBB COLE
ROBERT MERRILL
148 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrill@dobbcole.com
JESSICA DOW
EMAIL: jessica.dow@dobbcole.com

SITE DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32845, L.A. #1553
KEVIN LEE P.E. #73301
CERTIFICATE OF AUTHORIZATION #3910
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E-MAIL: bfm@parkermynchenberg.com
E-MAIL: kleefpe@parkermynchenberg.com

ARCHITECT:
STUDIO 2 ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28202
(850) 320-0544
www.studio2architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, MCP
1400 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAIL: bfm@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (105 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 = 29.70%

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

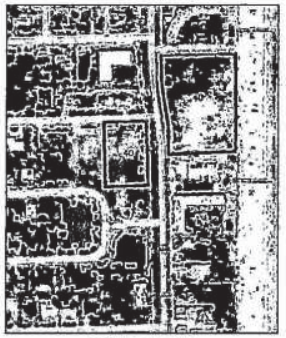
PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....108 SPACES

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



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	REVISIONS	BY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

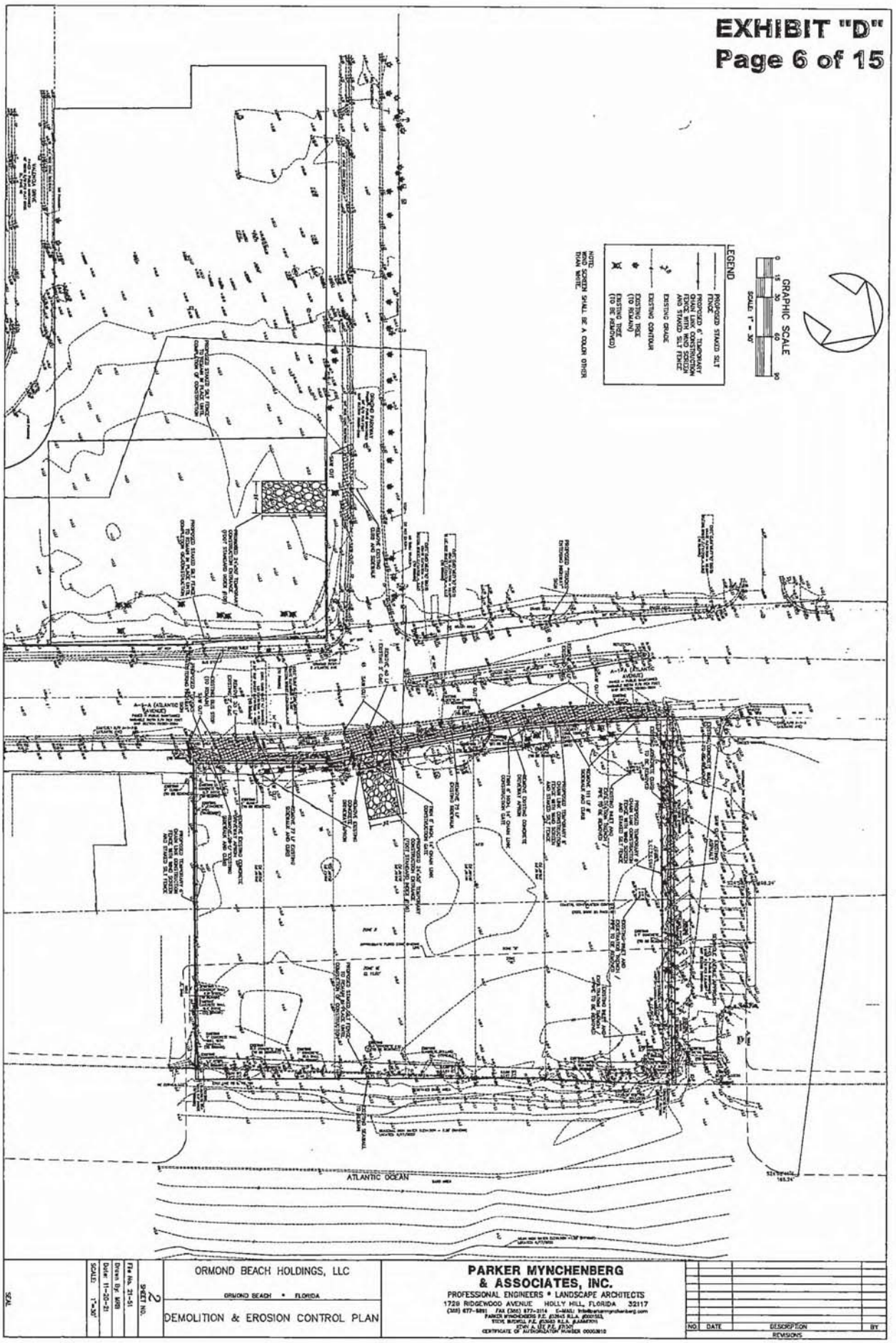
COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL

EXHIBIT "D"
Page 6 of 15



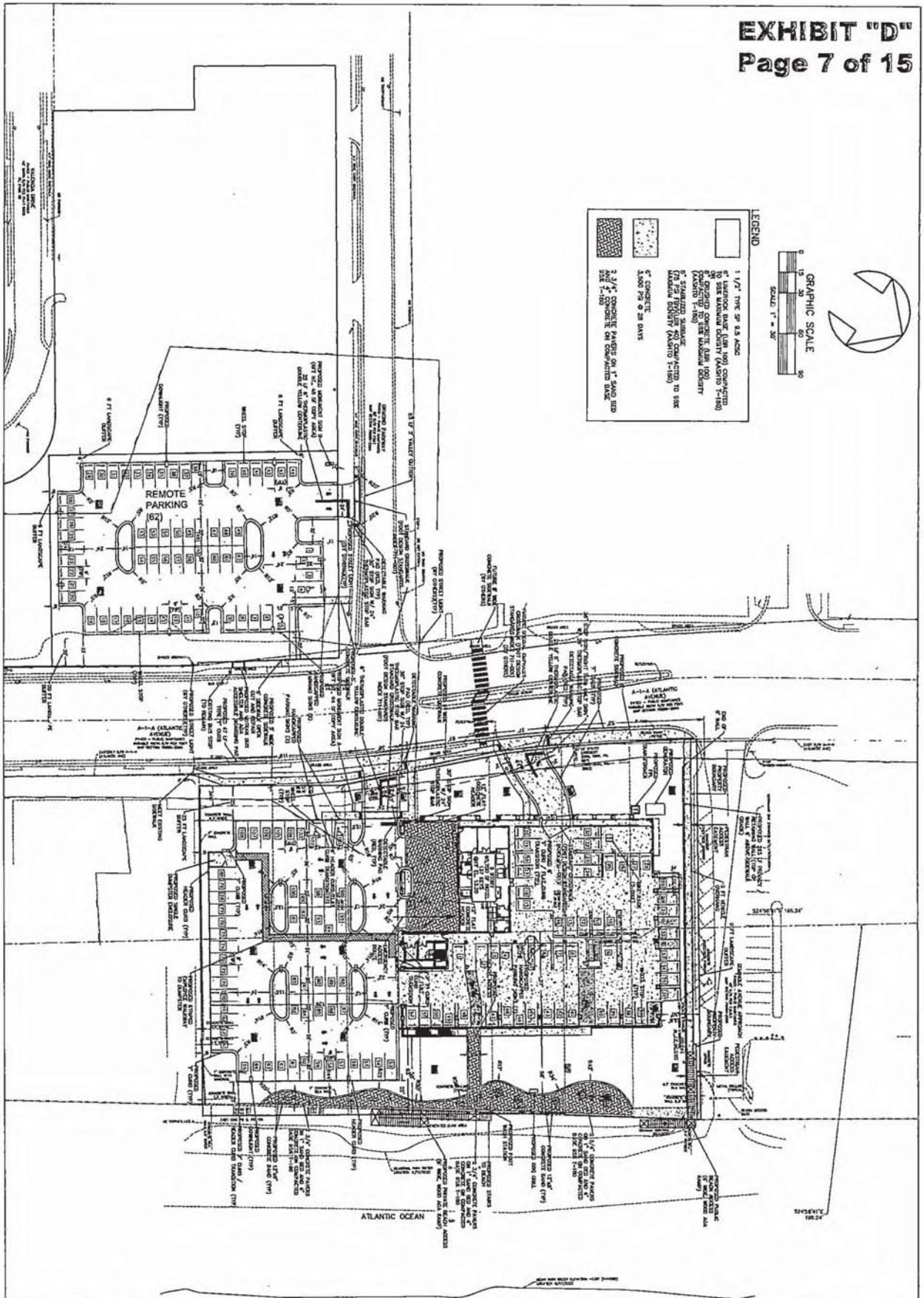
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
DEMOLITION & EROSION CONTROL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG P.E. #39845 R.L.A. #0001555
STEVE BIDWELL P.E. #73640 R.L.A. #AA26001701
JOHN A. LEE P.E. #75341
CERTIFICATE OF AUTHORIZATION NUMBER 00003810

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

SCALE: 1"=30'
Date: 11-30-21
Drawn By: MRB
File No. 21-51
SHEET NO. 2

EXHIBIT "D"
Page 7 of 15

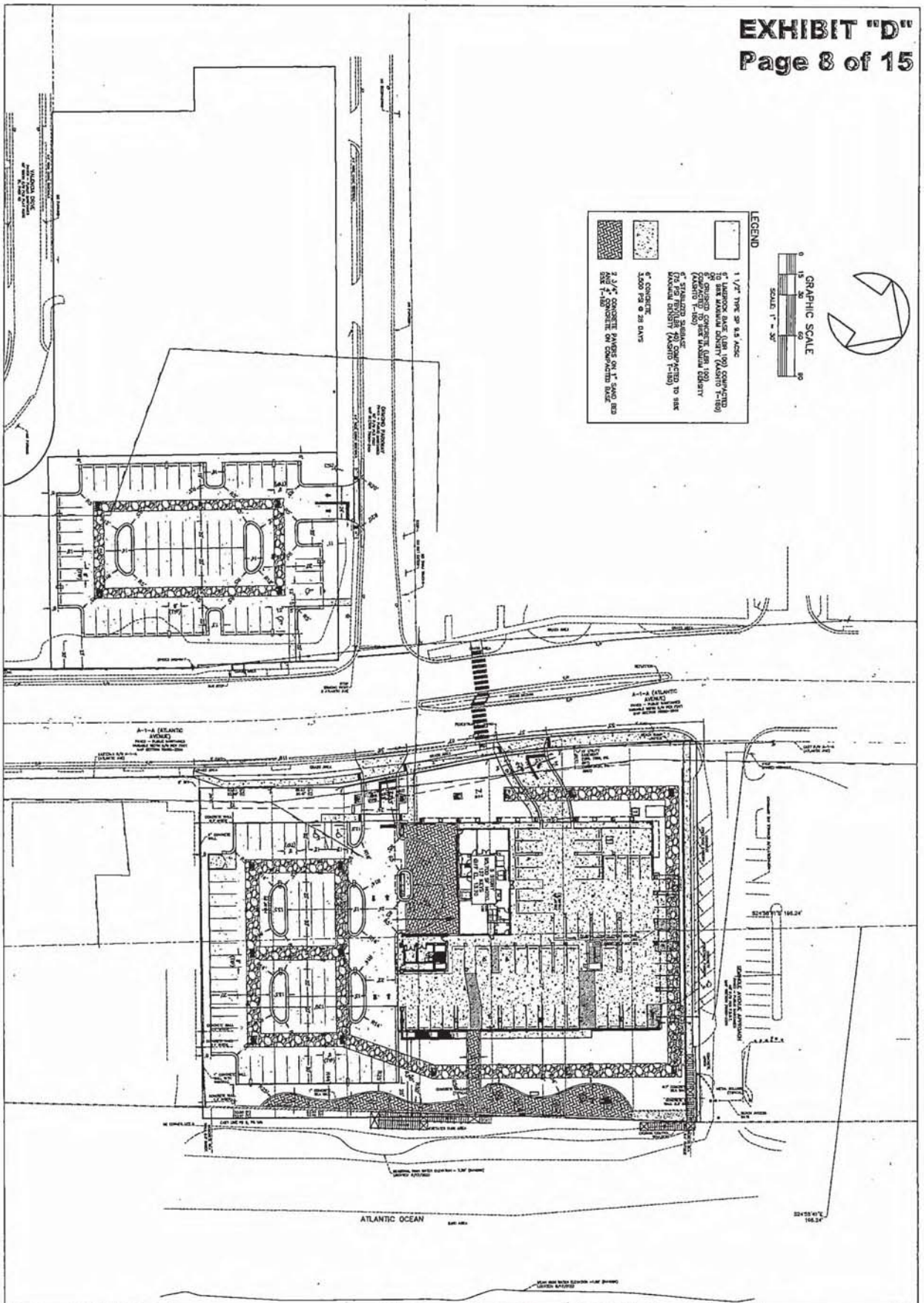


ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.
ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
SITE PLAN	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
SHEET NO. 3	File No. 21-51
Drawn By: MRB	Date: 11-20-21
SCALE: 1"=30'	

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

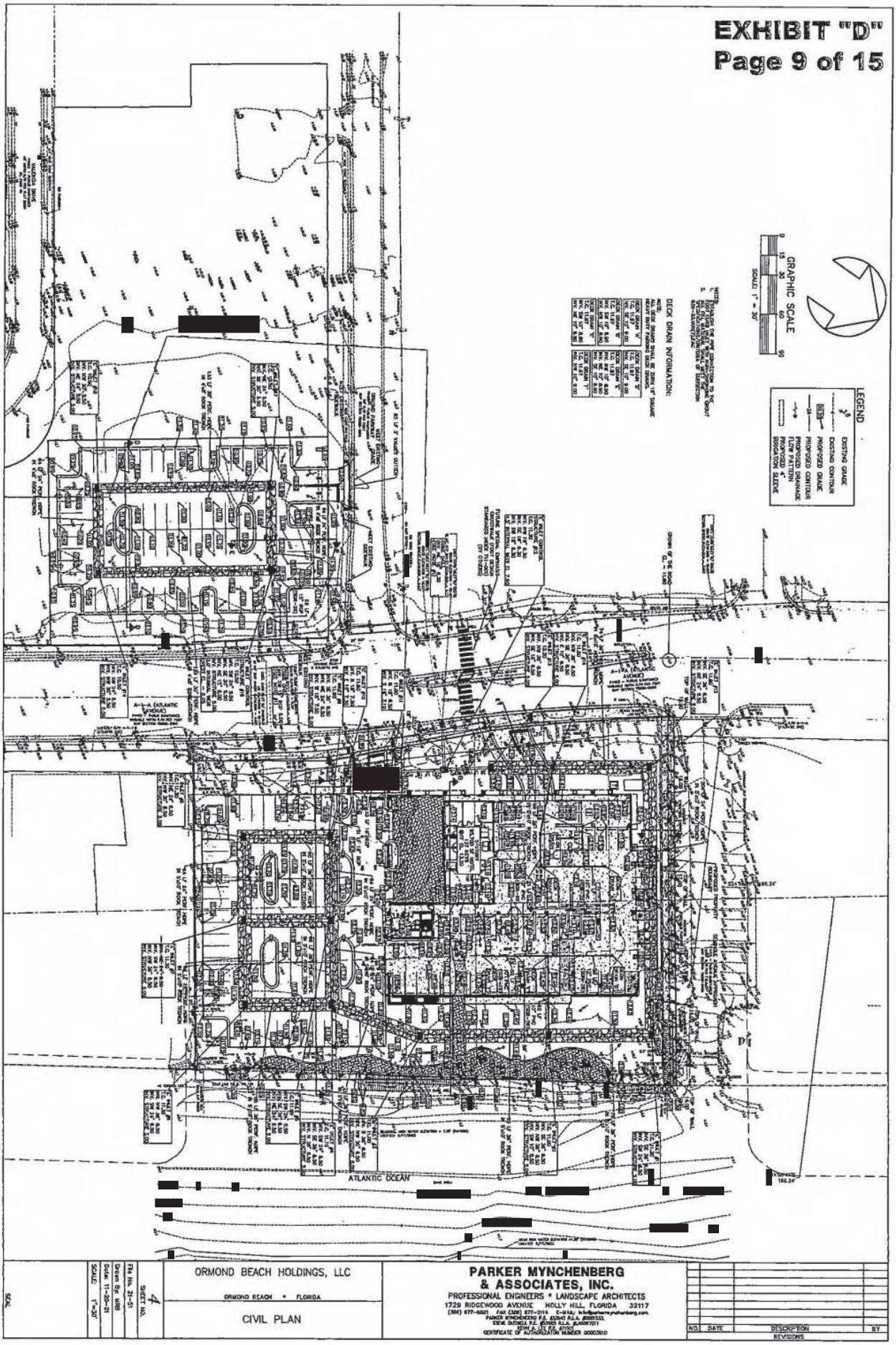
SEAL

EXHIBIT "D"
Page 8 of 15



ORMOND BEACH HOLDINGS, LLC 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. #58810 R.L.A. #AA26001701 STEVE A. LOY P.E. #70526 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SHEET NO. 1 File No. 21-51 Drawn By: MRB Date: 11-03-21 SCALE: 1"=30'	NO. DATE DESCRIPTION BY REVISIONS

EXHIBIT "D"
Page 9 of 15



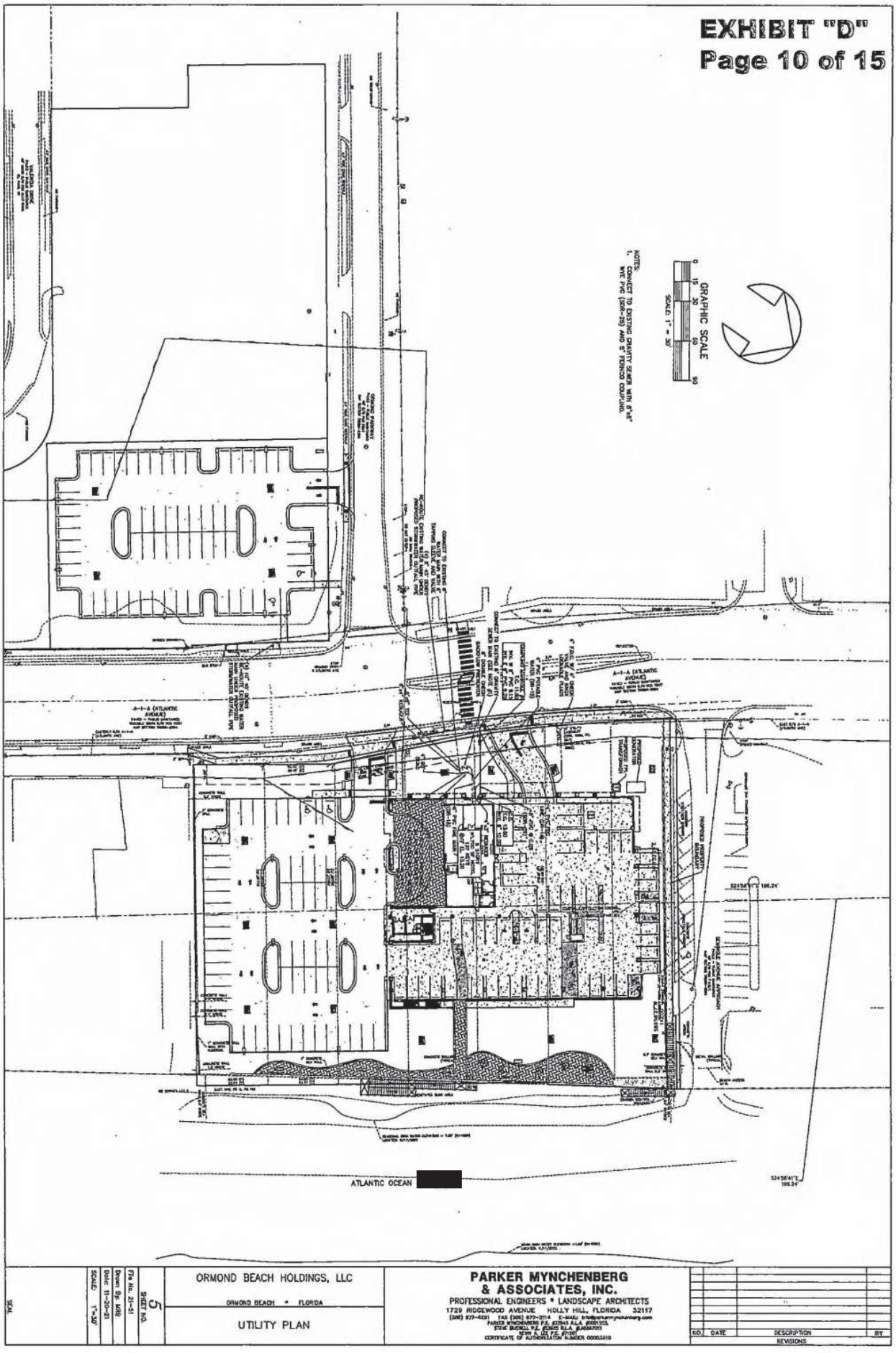
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(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"
Page 10 of 15



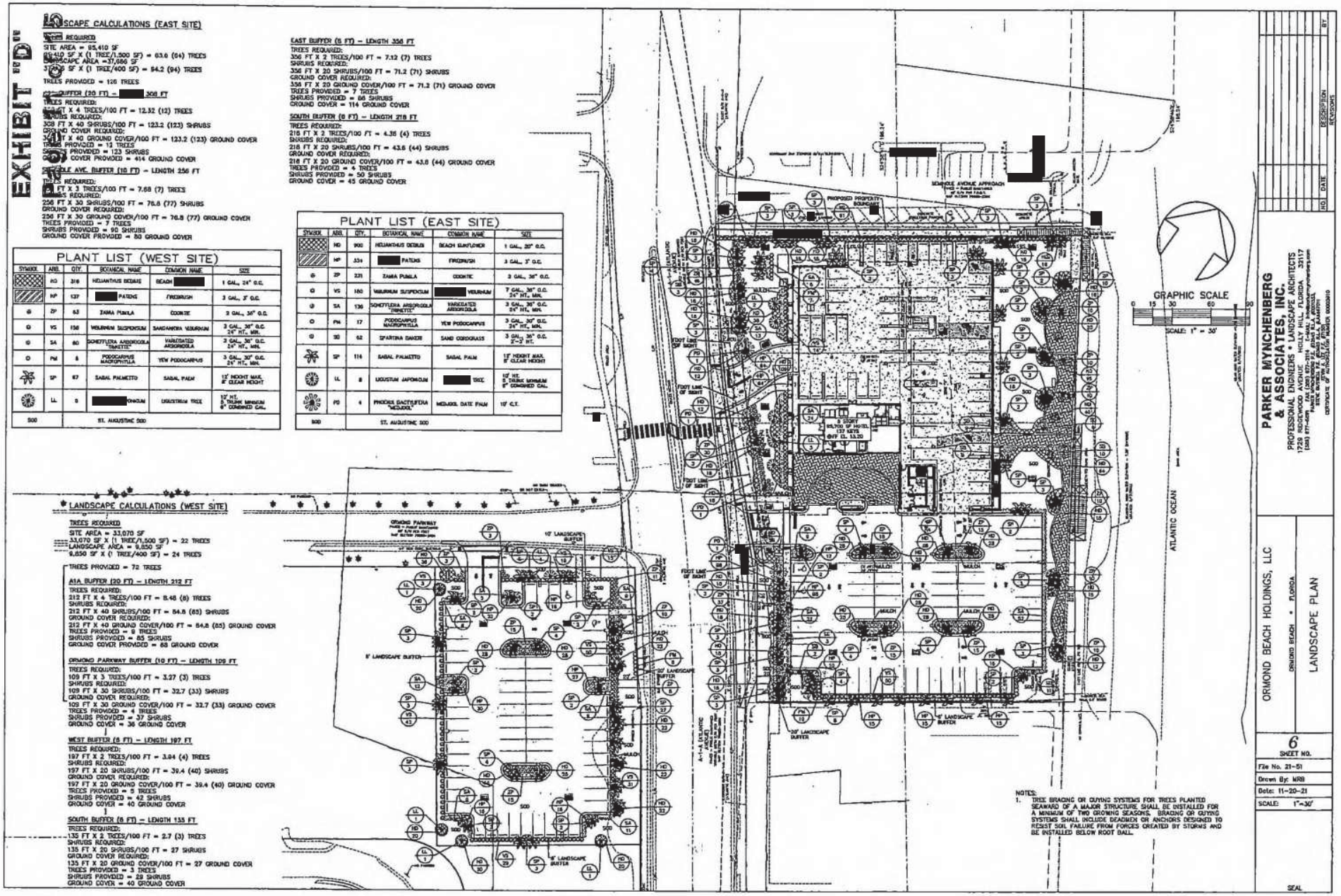
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
UTILITY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

SCALE: 1"=30'
Date: 11-20-21
Drawn By: MRB
File No. 21-31
SHEET NO. 5

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

EXHIBIT "D"



SCAPE CALCULATIONS (EAST SITE)

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]DALE 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.
	HP	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	87	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.
	HP	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 BAKER	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

GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'

ATLANTIC OCEAN

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

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1728 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
[redacted]

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

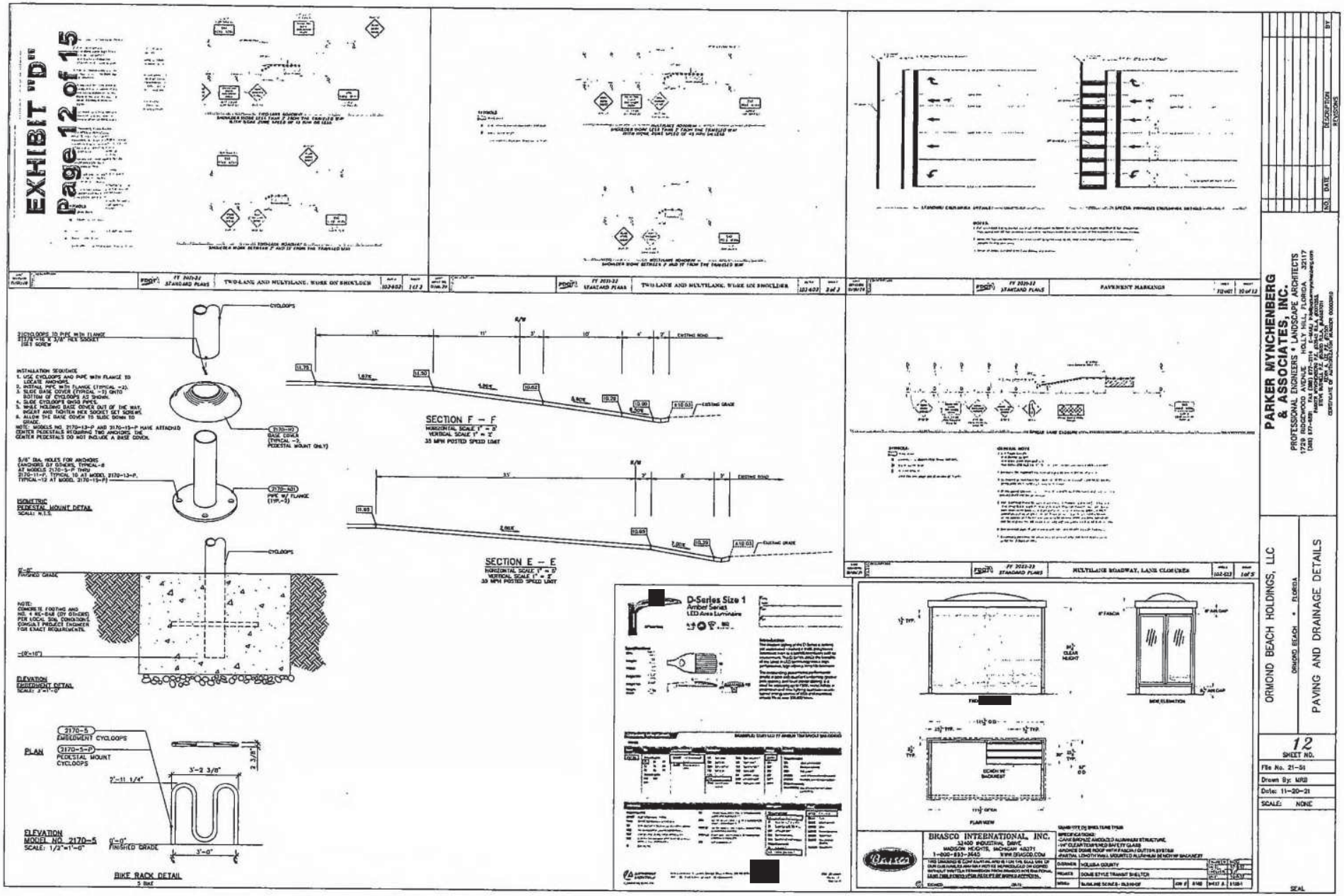
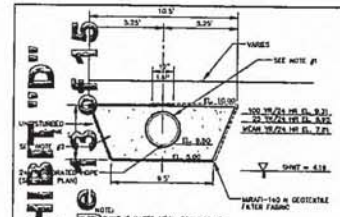
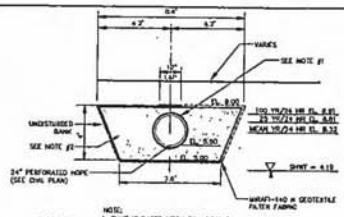


EXHIBIT "D"
Page 13 of 15



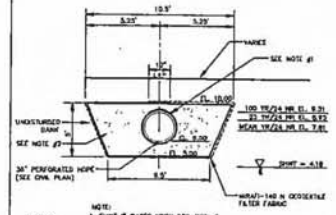
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 24"



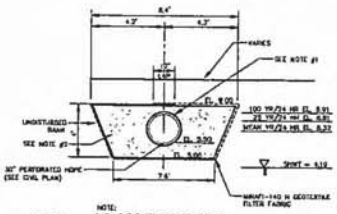
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 24"



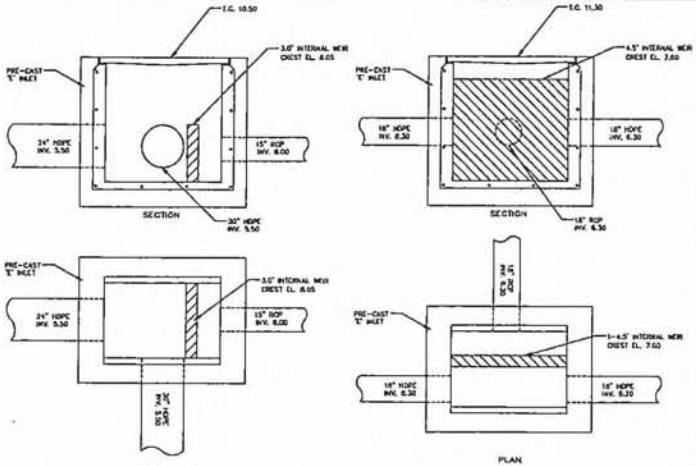
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 36"



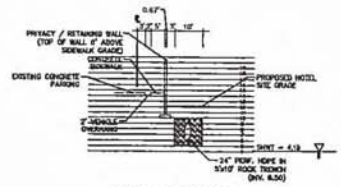
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 30"

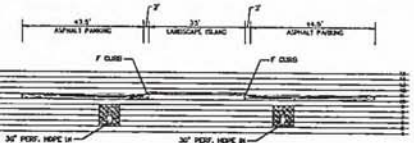


'E' INLET CONTROL STRUCTURE #16

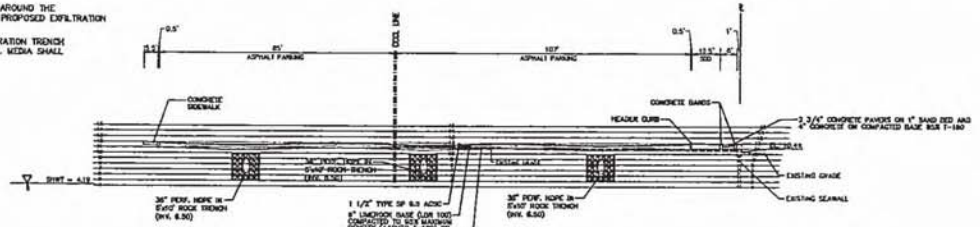
'E' INLET CONTROL STRUCTURE #12



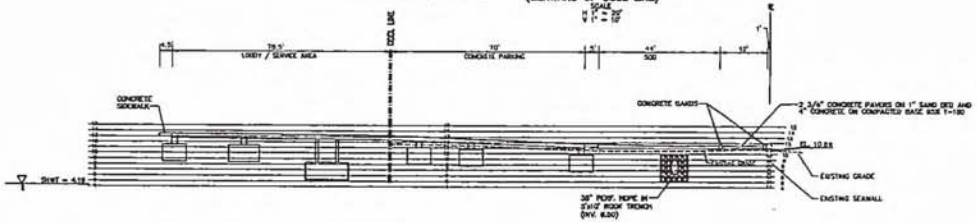
SECTION 'C'-'C'
SCALE
H: 1" = 20'
V: 1" = 10'



SECTION 'D'-'D'
SCALE
H: 1" = 20'
V: 1" = 10'



SECTION 'A'-'A'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)
SCALE
H: 1" = 20'
V: 1" = 10'



SECTION 'B'-'B'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)
SCALE
H: 1" = 20'
V: 1" = 10'

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

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1720 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-2314 FAX (386) 677-2314 E-MAIL: info@parkermynchenberg.com
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 00000670
STEVE BUTKOVICH, P.E. #58181 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION FLORIDA 00000670

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

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

ADA BEACH ACCESS RAMP DETAILS

SHEET NO. 18
File No. 21-51
Drawn By: MBB
Date: 11-30-21
SCALE: NONE

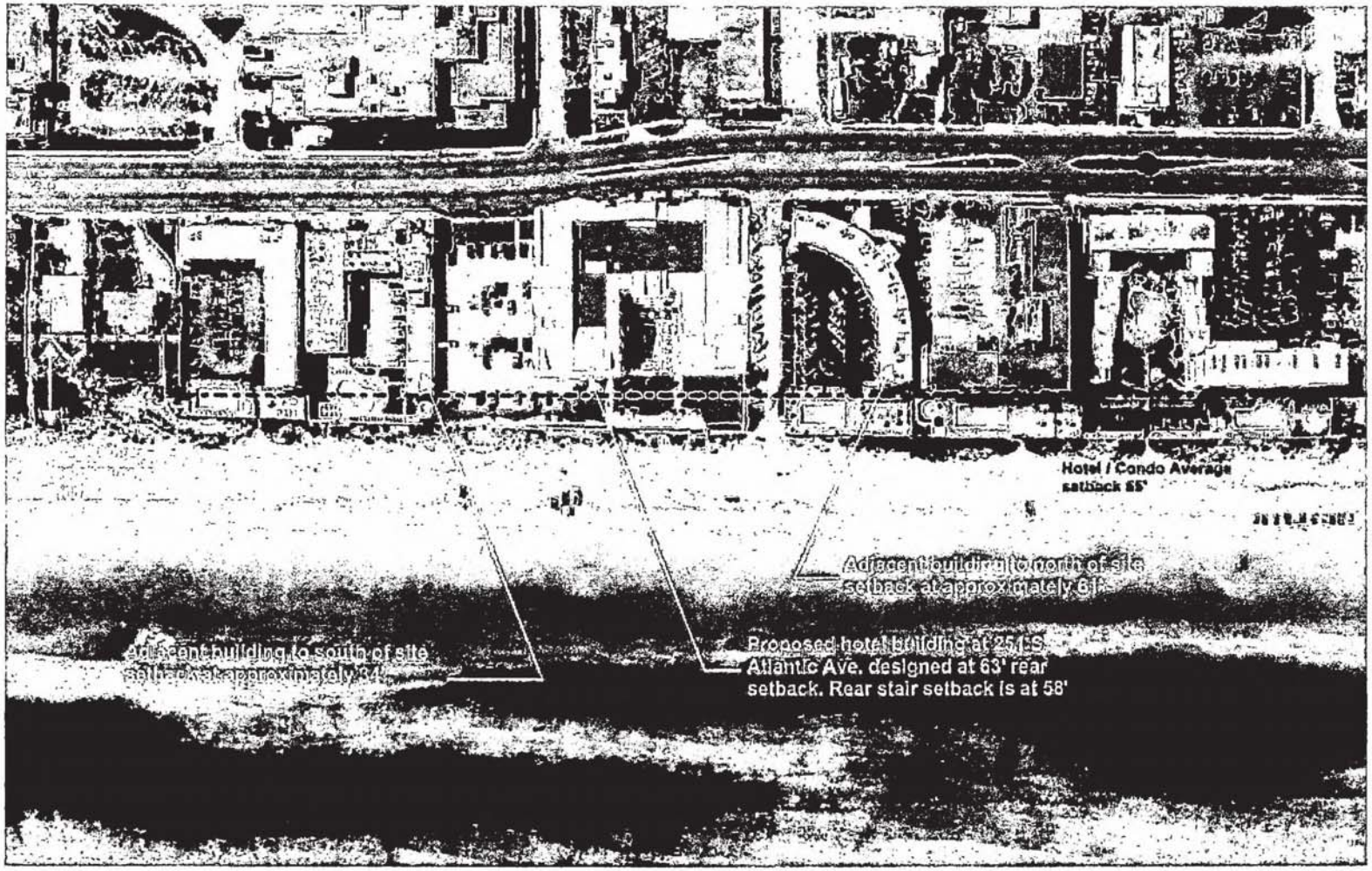
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6559 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32945 R.L.A. #0001003
STEVE BUSHEK P.E. #0060 R.L.A. #AA#0001
SCOW & LEE P.E. #70525
CERTIFICATE OF AUTHORIZATION HOLDER #00002910

NO.	DATE	REVISIONS	BY

Instrument #202301816 9 #33 Book:8361 Page:4285

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.

SEAL

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

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Attorneys at Law
Since 1925

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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

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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

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,

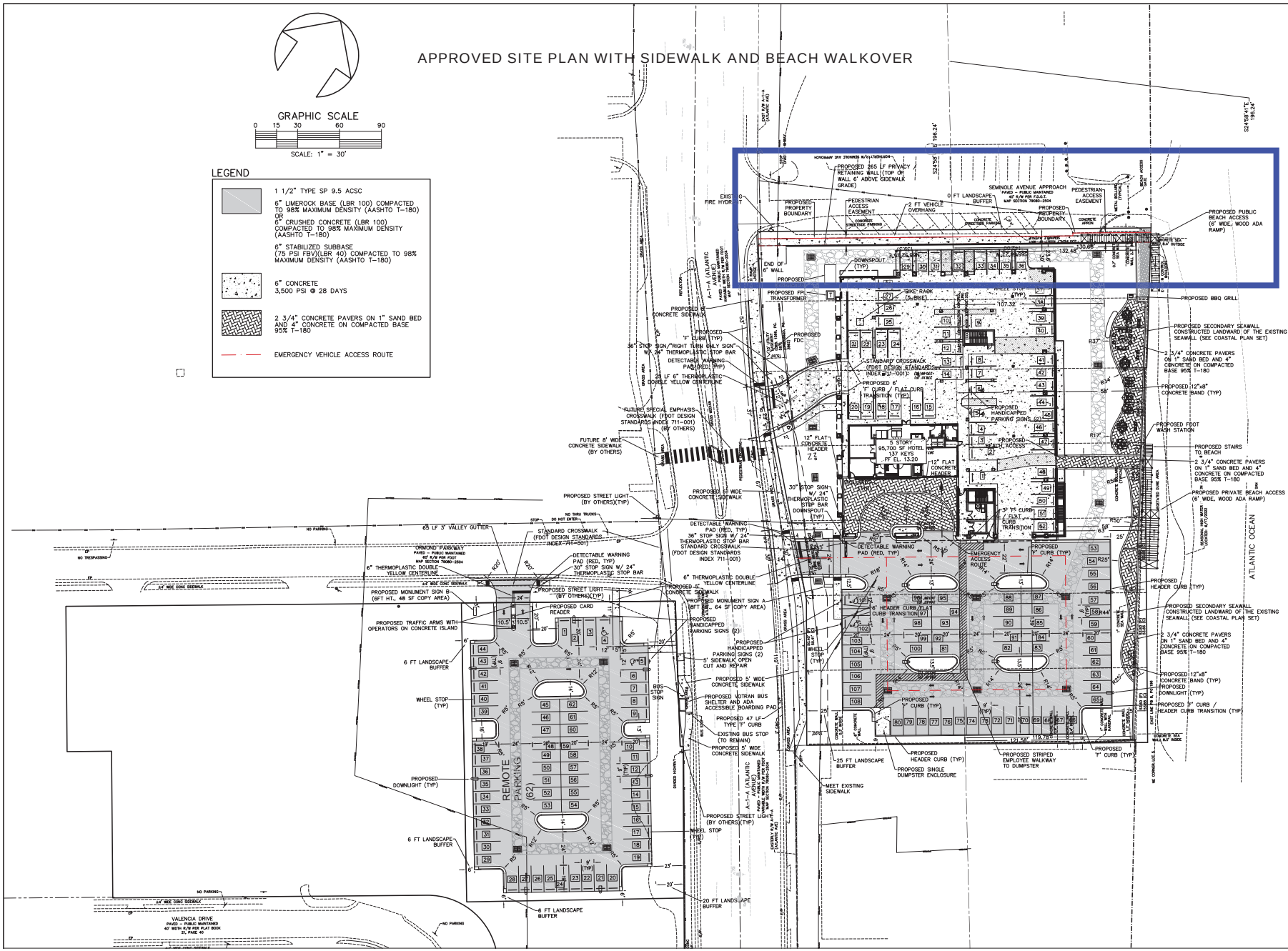
Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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PROFESSIONAL ENGINEERS

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APPROVED
Site Plan Review Committee
PZ-22-015(B) (Site plan & PBD)
Stamp Date: 05/24/23 08:25:36

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) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36503
STEVE BIGNELL, P.E. #56501
JEAN ANGELATOS, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

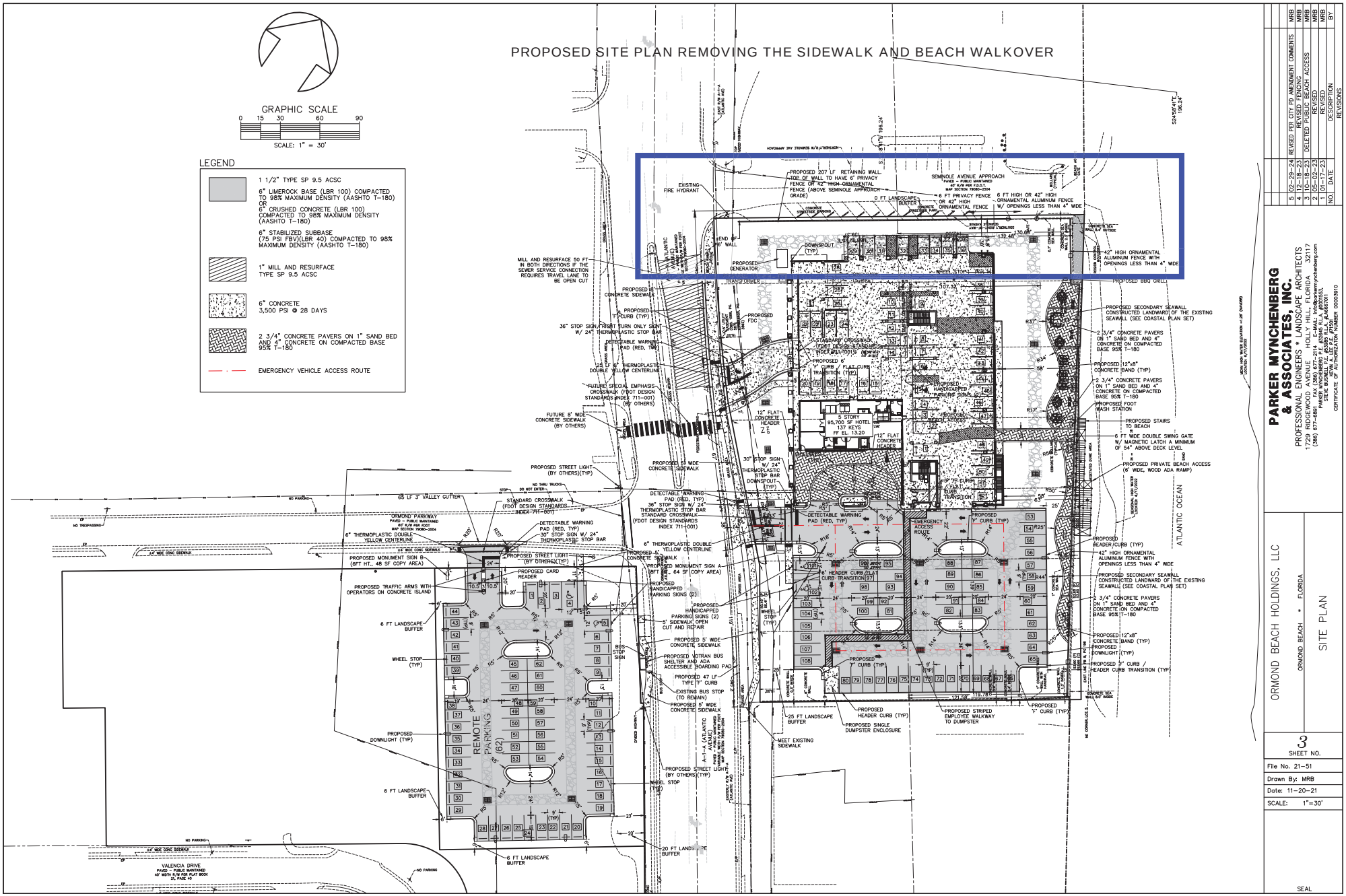
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by 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. FLETCHER, P.E. #70926 CA 00003910
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

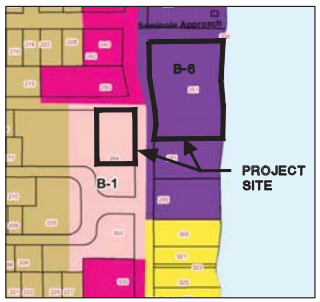
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA 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.

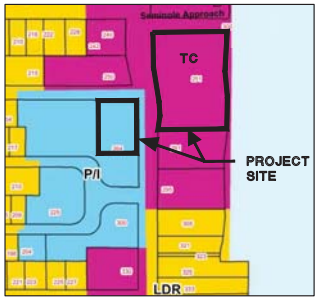


VICINITY MAP



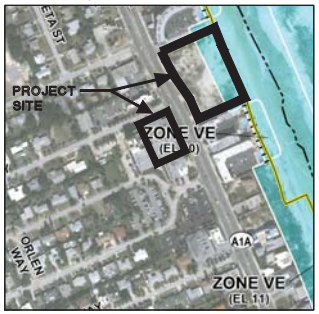
ZONING MAP

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
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com
E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO Z ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0544
www.studioz-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE – 251 SOUTH ATLANTIC AVENUE
WEST SITE – 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE – FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY

PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:

EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-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

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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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'

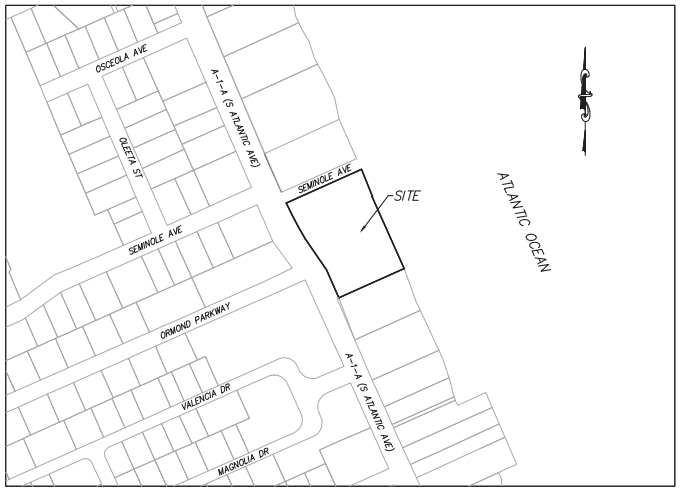
SEAL

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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 HIGH-WATER 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: 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

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131 WEST KALEY STREET
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PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

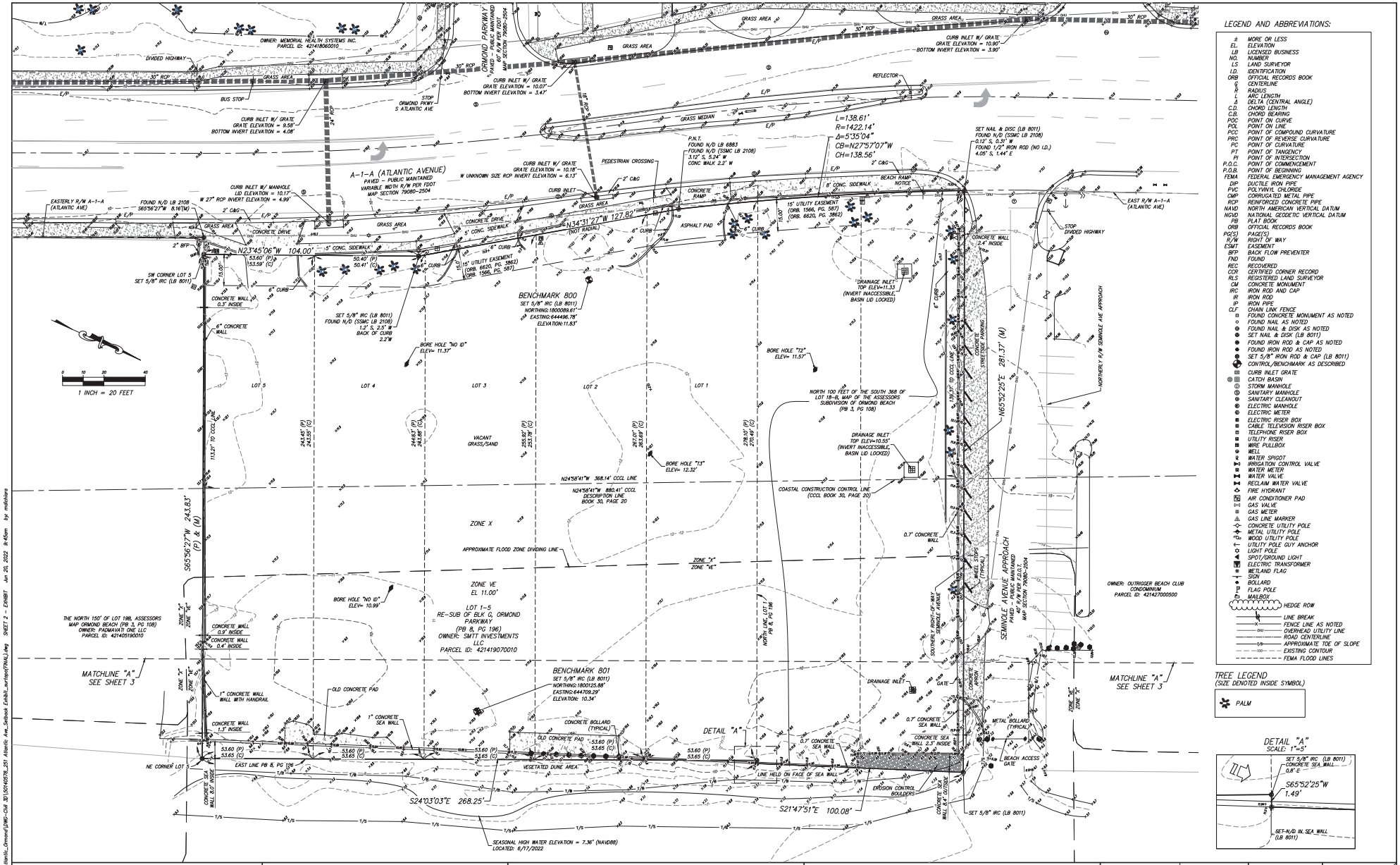
LOT 1–5, RE–SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
–FOR–
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

1 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 1 – EXHIBIT Jun 20, 2022 8:45am by mdolshaw



LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
POC	POINT ON CURVE
POL	POINT ON LINE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PI	POINT OF INTERSECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
R/W	RIGHT OF WAY
ESMT	EASEMENT
BFP	BACK FLOW PREVENTER
FND	FOUND
REC	RECOVERED
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT
IRC	IRON ROD AND CAP
IR	IRON ROD
IP	IRON PIPE
CLF	CHAIN LINK FENCE
⊡	FOUND CONCRETE MONUMENT AS NOTED
○	FOUND NAIL AS NOTED
⊙	FOUND NAIL & DISK AS NOTED
●	SET NAIL & DISK (LB 8011)
●	FOUND IRON ROD & CAP AS NOTED
●	FOUND IRON ROD AS NOTED
●	SET 5/8" IRON ROD & CAP (LB 8011)
✠	CONTROL/BENCHMARK AS DESCRIBED
▤	CURB INLET GRATE
⊞	CATCH BASIN
Ⓢ	STORM MANHOLE
Ⓢ	SANITARY MANHOLE
Ⓒ	SANITARY CLEANOUT
Ⓔ	ELECTRIC MANHOLE
Ⓔ	ELECTRIC METER
■	ELECTRIC RISER BOX
■	CABLE TELEVISION RISER BOX
■	TELEPHONE RISER BOX
■	UTILITY RISER
■	WIRE PULLBOX
●	WELL
●	WATER SPIGOT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER METER
⋈	WATER VALVE
⋈	RECLAIM WATER VALVE
◇	FIRE HYDRANT
⊠	AIR CONDITIONER PAD
⋈	GAS VALVE
■	GAS METER
⚠	GAS LINE MARKER
◇	CONCRETE UTILITY POLE
◆	METAL UTILITY POLE
◆	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
✕	LIGHT POLE
◀	SPOT/GROUND LIGHT
▣	ELECTRIC TRANSFORMER
✱	WETLAND FLAG
●	SIGN
●	BOLLARD
⚑	FLAG POLE
▭	MAILBOX
	HEDGE ROW
	LINE BREAK
	FENCE LINE AS NOTED
	OVERHEAD UTILITY LINE
	ROAD CENTERLINE
T/S	APPROXIMATE TOE OF SLOPE
	EXISTING CONTOUR
	FEMA FLOOD LINES

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

PALM

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

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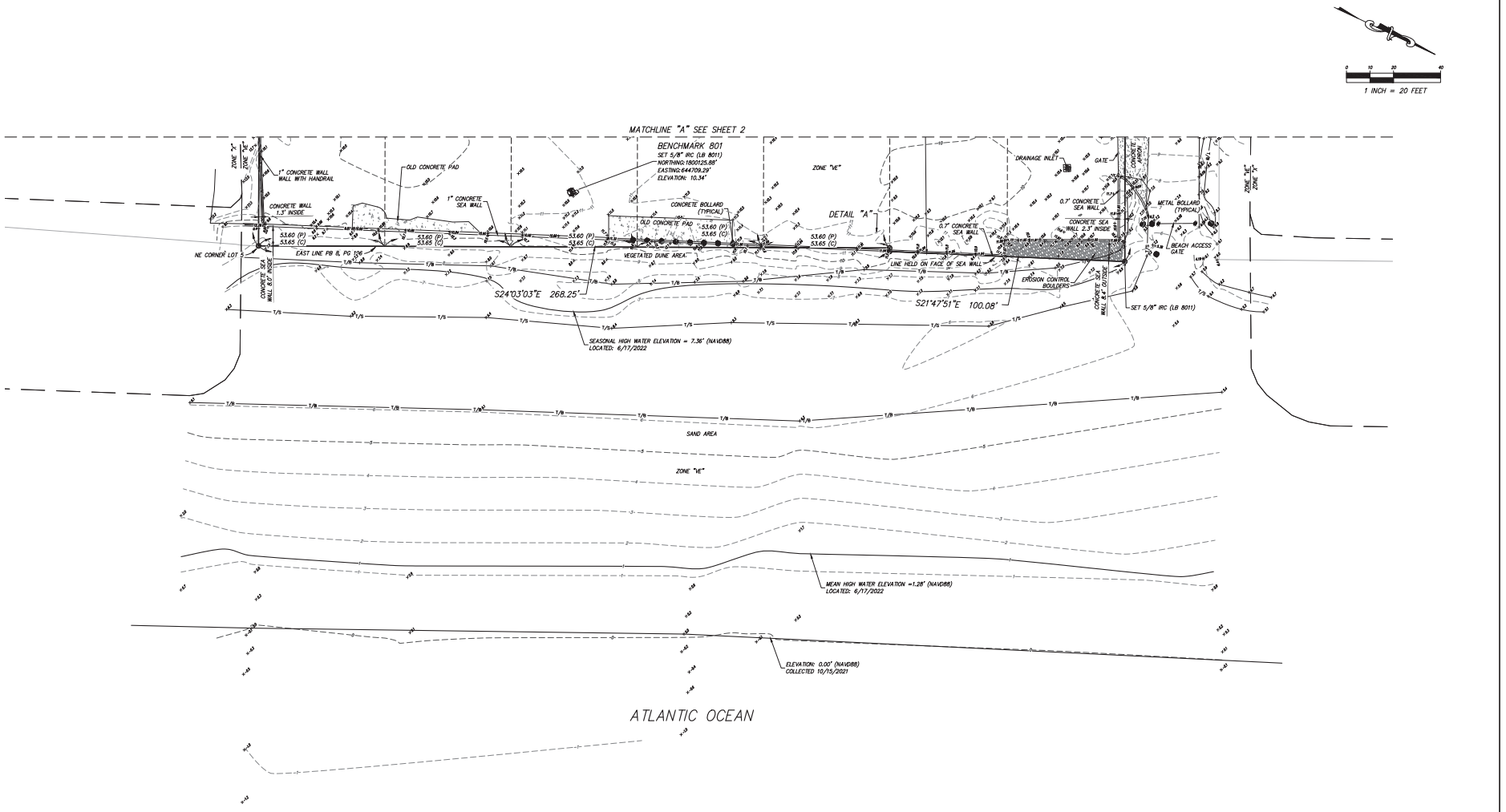
LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

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(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

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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

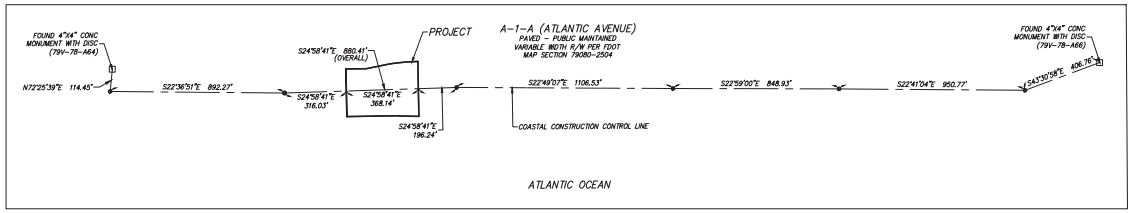
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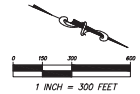
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3 OF 4

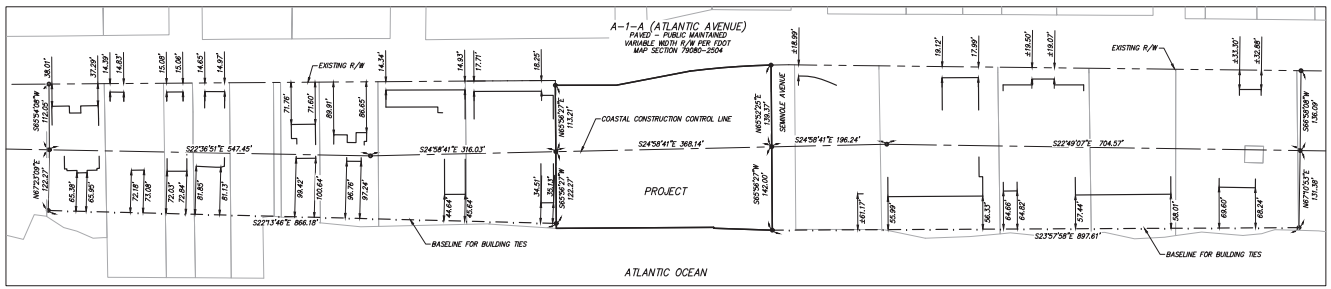
Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdishara

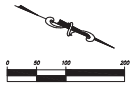
COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT





BUILDING SETBACK EXHIBIT





AVERAGE SETBACK CALCULATION

Address	Description	Rear Setback (ft)
149 S Atlantic	Hotel - The Cove on Ormond Beach	68.24
187 S Atlantic	Hotel - Plantation Island	57.44
205 S Atlantic	Hotel - Best Western	55.99
215 S Atlantic	Timeshare - Bluegreen Outrigger	61.17
251 S Atlantic	Project Location	
281 S Atlantic	Hotel - Days Inn	34.51
295 S Atlantic	Hotel - Quality Inn	44.64
305 S Atlantic	Residential	96.76
321 S Atlantic	Residential	99.42
325 S Atlantic	Vacant Residential	
333 S Atlantic	Residential	81.13
335 S Atlantic	Residential	72.03
345 S Atlantic	Residential	72.18
353 S Atlantic	Residential	65.38
Average Rear Setback		67.41

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

4 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surlopo(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 SOUTH 65 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 SOUTH LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES 06 MINUTES 49 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.28 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 78.70 FEET, SAID ARC SUBTENED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 40 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.48 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, 55 MINUTES, 24 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 10 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. – 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
–OH–	OVERHEAD UTILITY LINE
T/B	APPROXIMATE TOP OF BANK
T/S	APPROXIMATE TOE OF SLOPE
––––––	EXISTING CONTOUR
–S–	SANITARY SEWER LINE
–D–	STORM DRAINAGE LINE
–W–	WATER LINE
	ROAD CENTER LINE
C&G	CURB AND GUTTER
CONC	CONCRETE
PROP	PROPERTY
IRCF	IRON ROD & CAP FOUND
NDS	NAIL/DISC SET
	CONCRETE AREA
	BRICK PAVED AREA
	ASPHALT AREA
(#)	PARKING SPACE COUNT

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE
2021 A / 4–6	05/24/2021

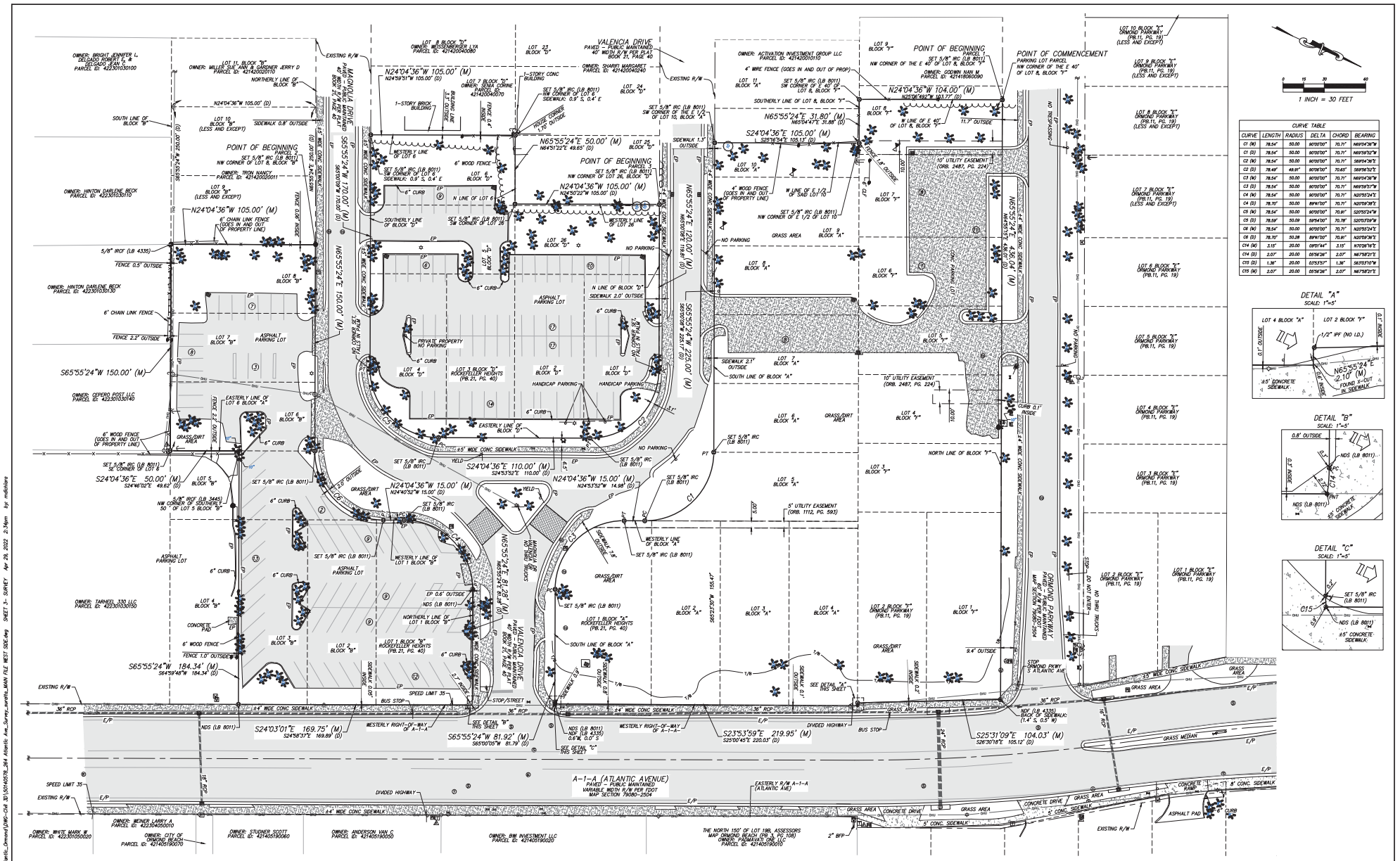
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 3

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REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
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LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

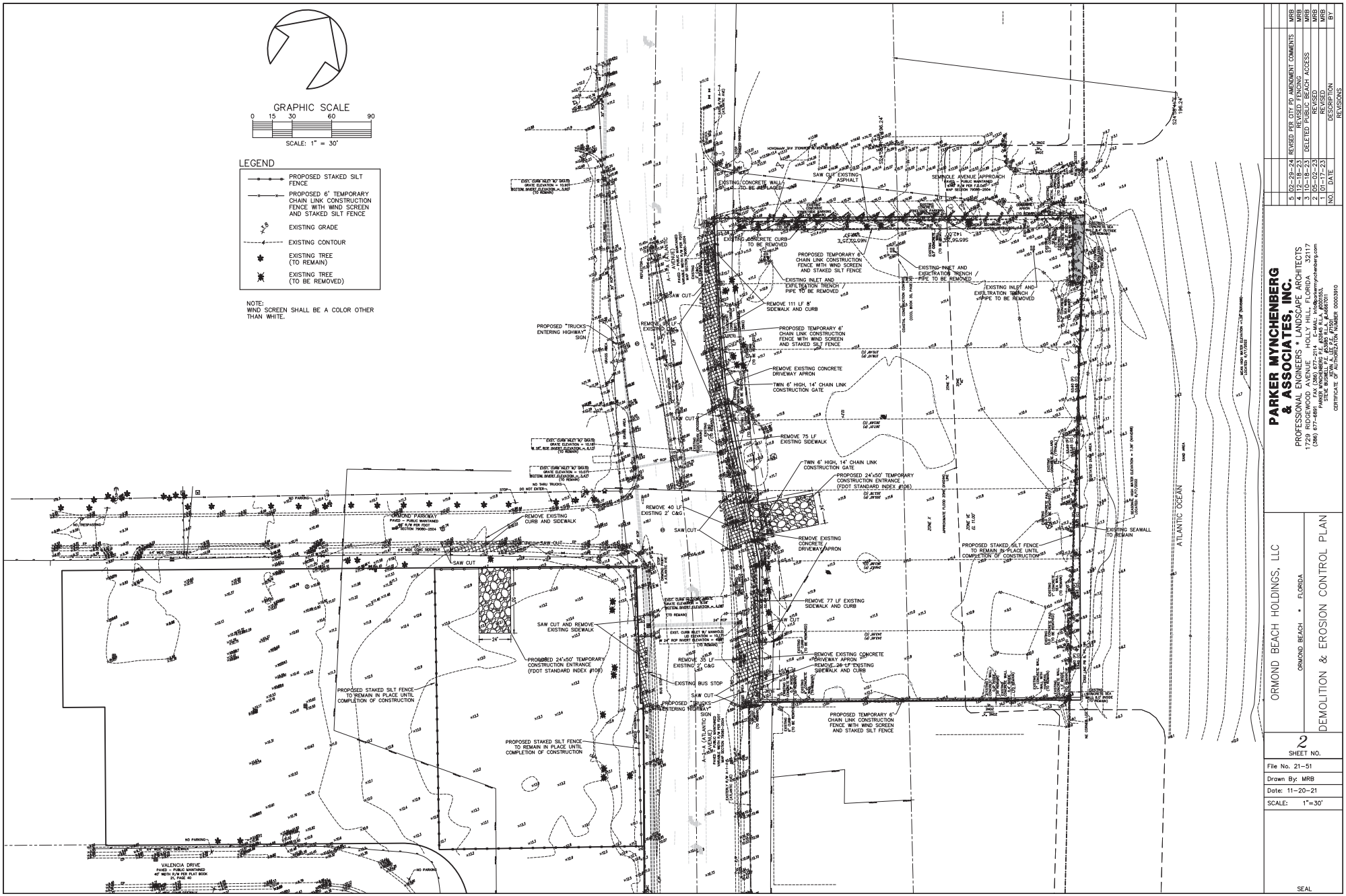
PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/24/2021	50140578
DRAWING DATE	**BY**	**APPROVED**
04/29/2022	MCD	WDD

SCALE 1" = 30'

3 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_survdfs_MAIN FILE WEST SIDE.dwg SHEET 3 - SURVEY Apr 29, 2022 2:34pm by: mdbitara



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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1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. P.E. #46607011
STEVE BIGNELL, P.E. FLORIDA REG. P.E. #46607011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

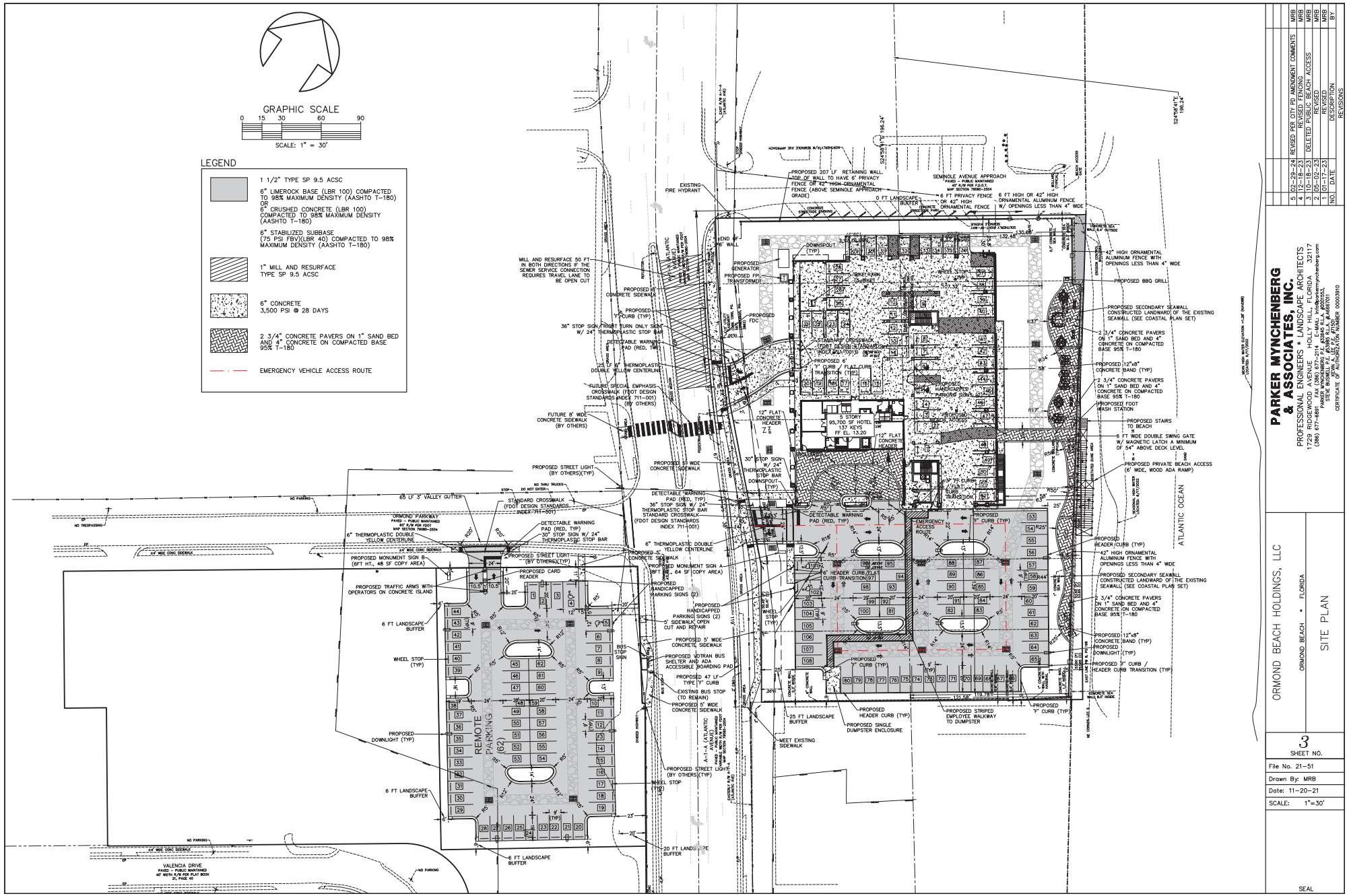
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

DEMOLITION & EROSION CONTROL PLAN

2
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
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REVISIONS

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PARKER MYNCHENBERG, P.E. #36853
STEVE BIGNELL P.E. #56901 R.L.A. #6667011
JEFFREY A. FLETCHER, P.E. #70826
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

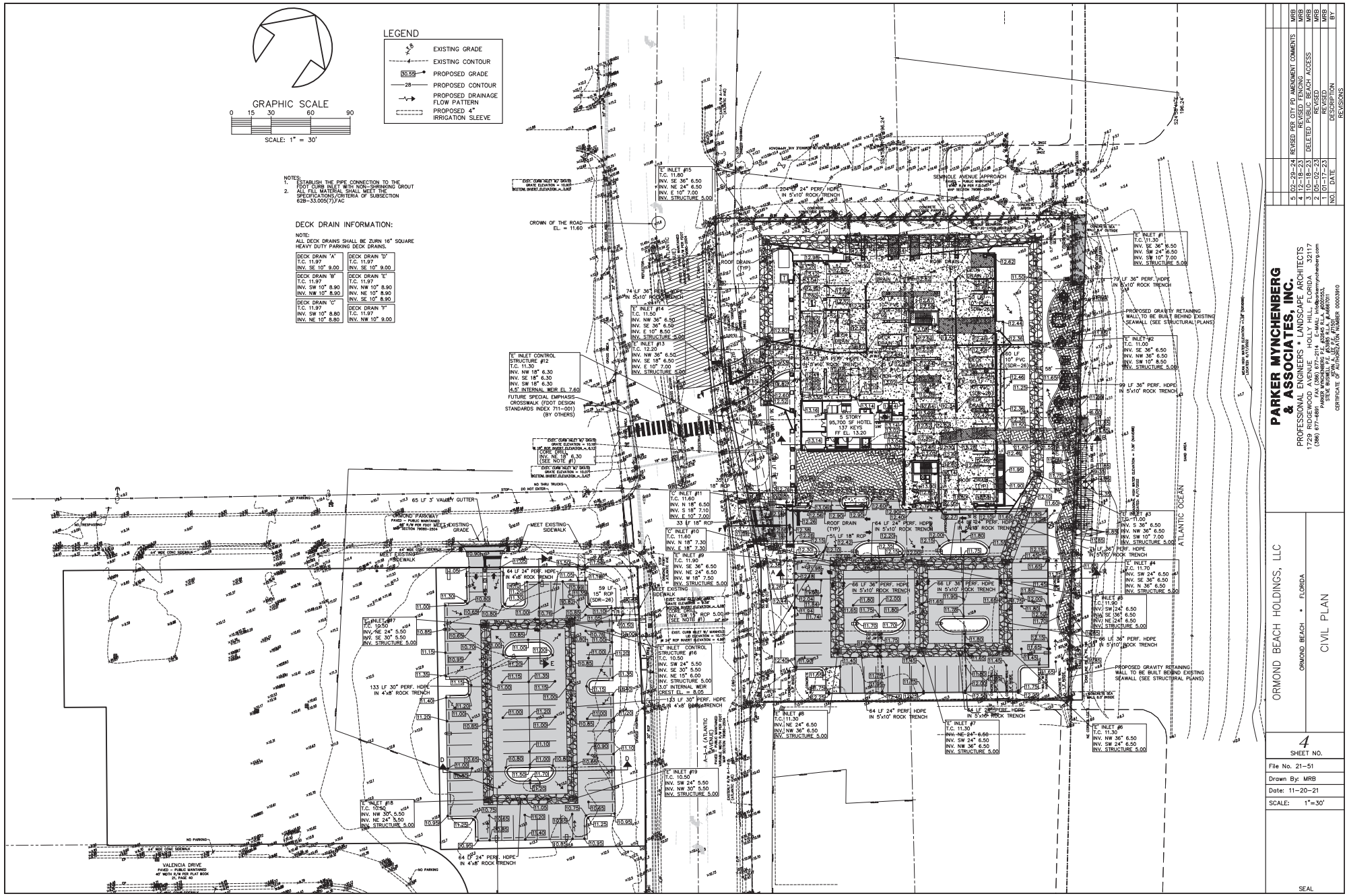
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	01-17-23	REVISED	MRB
2	05-02-23	REVISED	MRB
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4	12-18-23	REVISED FENCING	MRB
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
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STEVE BIGNELL, P.E. FLORIDA REG. NO. 66607011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

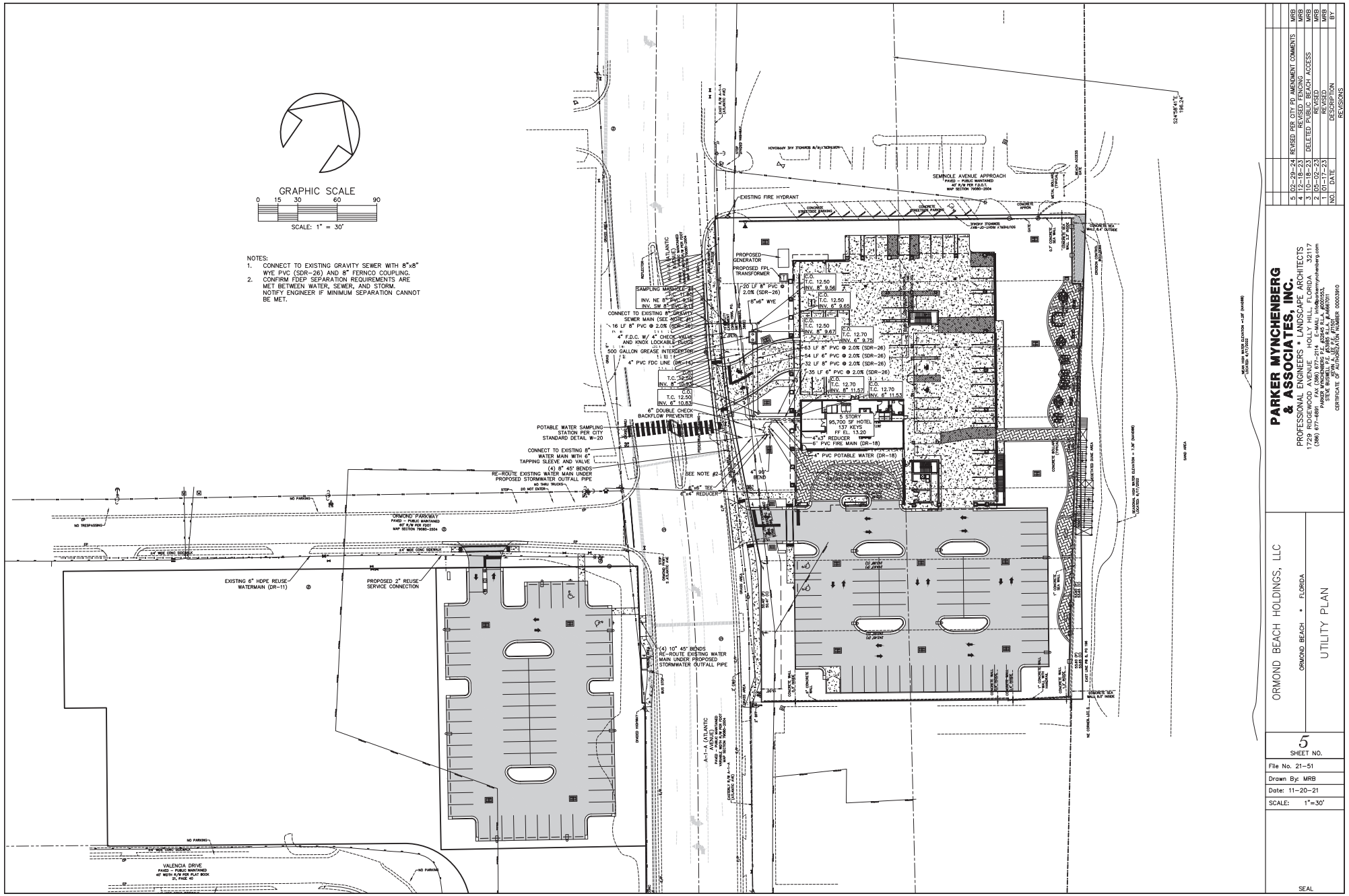
CIVIL PLAN

4
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

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NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
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1	01-17-23	REVISED	MRB

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STEVE BIGNELL, P.E. #56671
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		

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

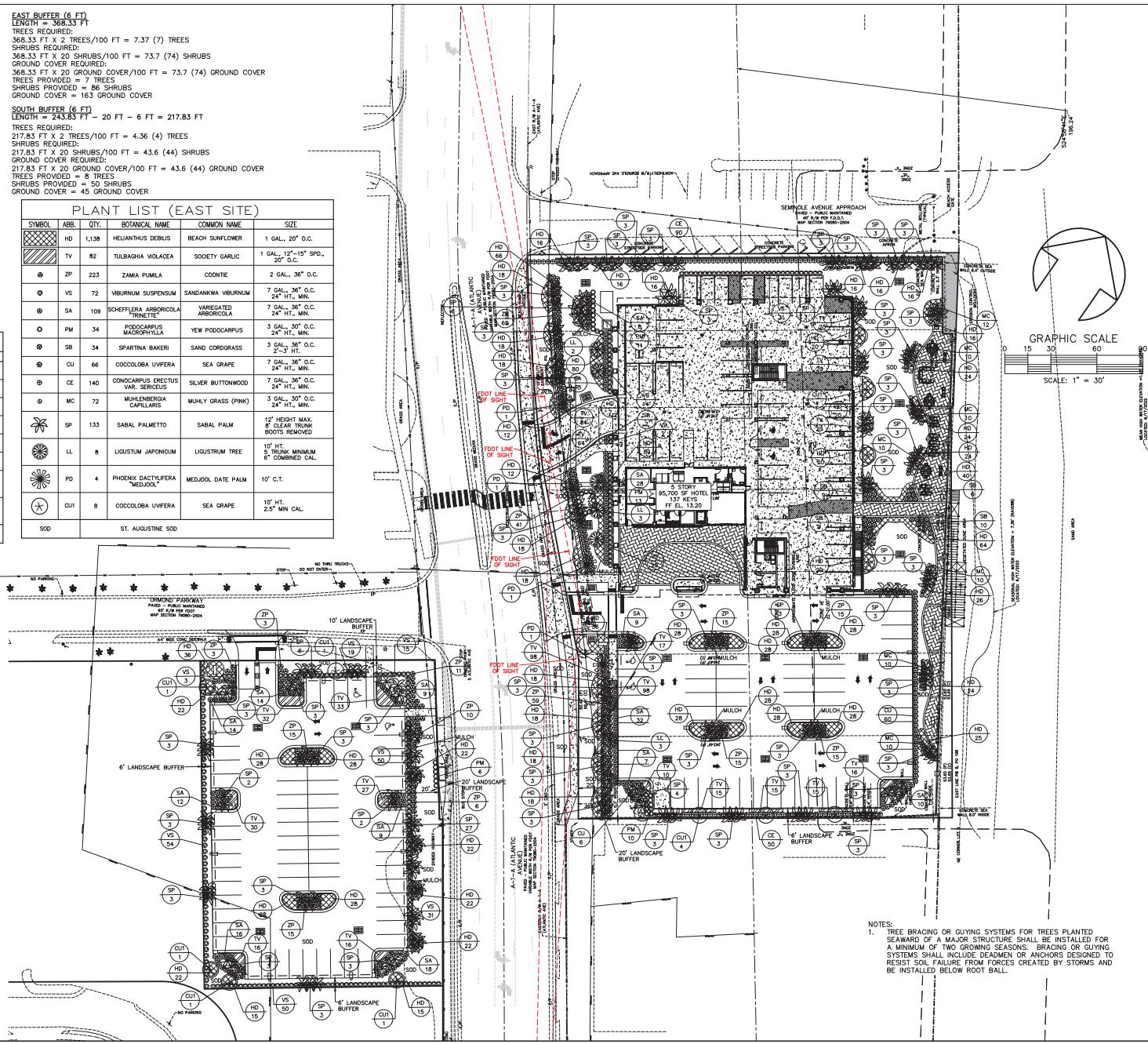
SOUTH BUFFER (6 FT)
LENGTH = 155 FT – 20 FT – 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 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	1,138	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		



NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	01–17–23	REVISED	MRB
2	05–02–23	REVISED	MRB
3	10–18–23	DELETED PUBLIC BEACH ACCESS	MRB
4	12–18–23	REVISED FENCING	MRB
5	02–29–24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE – HOLLY HILL, FLORIDA 32117
(386) 677–6891 FAX (386) 677–2114 E-MAIL: info@pmaengineering.com
PARKER MYNCHENBERG, P.E. #56803
STEVE BIGNELL P.E. #56501 R.L.A. #6667011
JEFFREY ANGELETTA, P.E. #75981
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

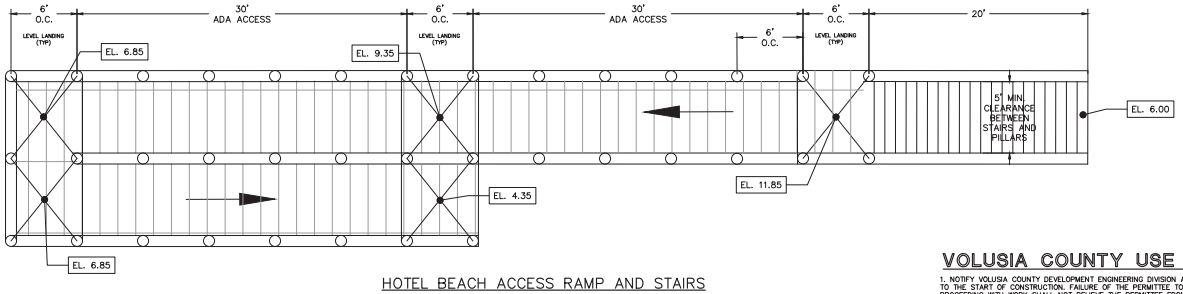
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 21–51
Drawn By: MRB
Date: 11–20–21
SCALE: 1"=30'

SEAL



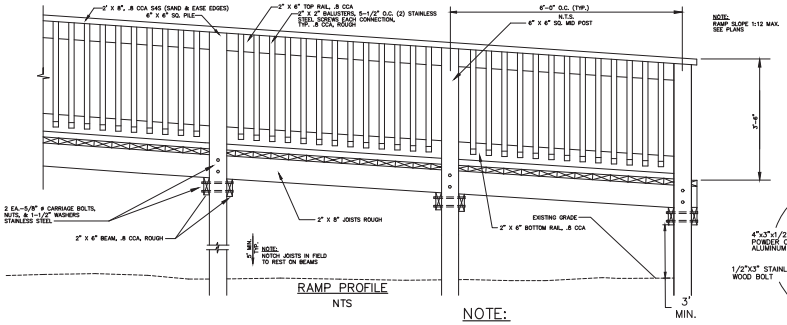
HOTEL BEACH ACCESS RAMP AND STAIRS

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

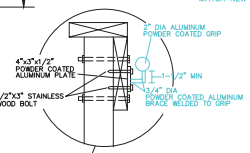
NTS

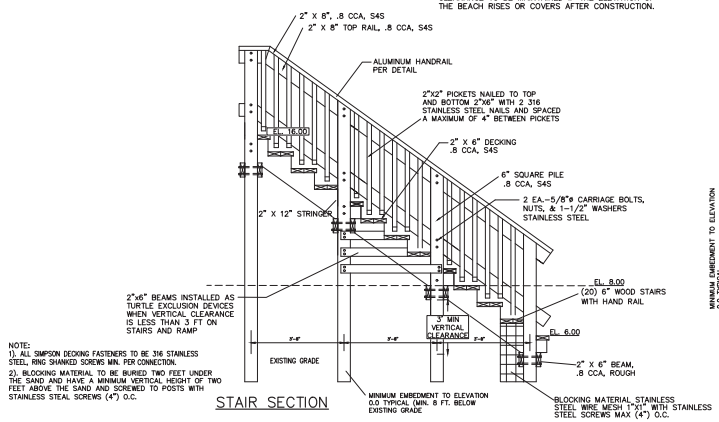
NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

NOTE:

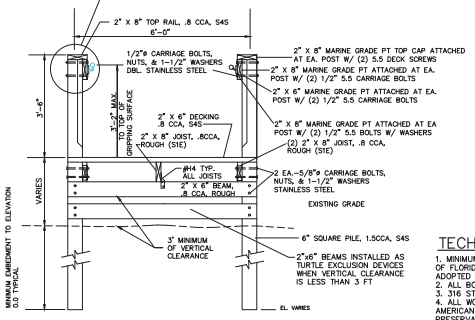
HANDRAIL SHALL BE POWDER COATED ALUMINUM TO MATCH NEW GUARDRAIL ON THE SEAWALL.





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	
1	01-17-23	REVISED	MRB
2	05-02-23	REVISED	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
4	12-18-23	REVISED FENCING	MRB
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB

REVISIONS

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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. #53601, R.L.A. #6667011
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

Z:\Ormond Beach\Marmont\DWG\0000-SP27.dwg 2/20/2024 12:43:5 PM, DWG To PDF.pc3

ORMOND BEACH HOTEL



REDESIGN IMAGERY

ORMOND BEACH HOTEL



REDESIGN

ORMOND BEACH HOTEL



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REDESIGN



BUILDING ELEVATION - WEST



BUILDING ELEVATION - NORTH



BUILDING ELEVATION - SOUTH



BUILDING ELEVATION - EAST

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Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-006

Ormond Beach Holdings, LLC

PBD Amendment

Applicant's Response

Mr. Joey Posey, Esquire, Storch Law Firm, 420 S. Nova Road, representative for the developer, explained the safety component to the Special Exception request, although such a minor issue with the size of the sign in proximity to the Interstate and the speeds from the traffic. He added that it is a reduction in total sign entitlements in the totality of the request. Mr. Posey stated in reference of setting precedence, it is good direction for others who want to come forward and it shows how the requests are handled.

Board Discussion and Questions

Ms. Shull asked specifically about the location of the two proposed signs. Ms. Cushing responded that one monument sign is requested on the U.S. Highway 1 corridor and the other on the entryway of a new road being built as part of the subdivision, part of a future FDOT project at the interchange. She added that it is proposed lot 2 of the proposed Ormond Gateway subdivision, an 8 lot subdivision, which has gone through the preliminary plat approval. The final plat application for it will come through the Planning Board.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-005, WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception. Mr. Galloway seconded it.

Mr. Scudiero reiterated the overall frustration mentioned in previous electronic changeable copy sign applications, and stated that he sees as an inconsistency in how the ordinance was originally written and how it is being carried out. He commented that he does not mean any offence to WaWa, and expressed that he feels that it sends the wrong message to other business operators in the city that might also have a very finite number of characters on their sign that could be electronic but cannot. Mr. Scudiero explained that for that reason is why he is voting no, to keep the awareness of the issue out there.

Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

D. PZ 2024-006, Ormond Beach Holdings, LLC, Planned Business Development Amendment

Mr. Spraker stated that this is a Planned Business Development amendment with the original development order approved with Ordinance 2023-05. The only amendment request is to allow the removal of a sidewalk and beach walkover that was a condition of the original development order. He displayed the approved site plan with the sidewalk and beach walkover. Mr. Spraker read the condition of the development order, "The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County." He stated that there

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are two parts to the condition: (1) construction of the improvement by the project team and (2) deeding the improvement to Volusia County for maintenance.

Mr. Spraker stated during the final site plan review, Volusia County staff stated, "The County has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it." Mr. Spraker reviewed the development order process that includes (1) SPRC, (2) a neighborhood meeting, (3) Planning Board review and recommendation, and (4) City Commission action.

Mr. Spraker reviewed the application as follows:

1. Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
2. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed.
3. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities.
4. The City could elect to accept maintenance and liability of the beach walkover improvement.

Mr. Spraker stated that the following options exist:

1. Approve the request to amend the development order, at the request of the developer, to remove the condition that it construct and convey to the county the public sidewalk and beach ramp.
2. Deny the request for the amendment. This action causes a private entity to maintain a public improvement on private property.
3. The city agrees to accept the conveyance and/or dedication of the public improvement from the developer, contingent upon all applicable improvements. This would allow the city have exclusive control over the sidewalk and beach ramp. This is more a policy option for the City Commission versus a development related condition.

Another option is to seek to further to discuss the issue with Volusia County to determine if they would accept the improvement for maintenance and liability.

Mr. Spraker stated that the SPRC recommends approval of the PBD amendment application.

Board Discussion and Questions

Chairman Thomas stated that County Councilmen Kent has been a strong advocate for beach issues and access and asked if he has been made aware of this issue. Mr. Spraker stated that his understanding is that County Councilmen Kent has been made aware of this issue.

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Mr. Jorczak inquired if there was any estimate of the annual maintenance and liability costs associated with the sidewalk and beach walkover. He asked if there was a financial information of the costs if the City assumed the maintenance and liability of the improvement. Mr. Jorczak stated that the sidewalk and beach walkover would be a nice amenity to the beach.

Mr. Spraker stated that the maintenance and liability aspect would be a policy decision by the City Commission and is not within the scope of the development order review. Mr. Spraker stated Planning staff does not have a cost, but as seen with past hurricanes, beach walkovers can be destroyed with storm events. Mr. Spraker stated that there is also a potential unintended consequence of the City providing the maintenance and liability of beach access that may lead to the City being asked to maintain additional beach access points. He stated beach access and ramps are under the jurisdiction of Volusia County. Mr. Spraker stated that the development order options are approval or denial, but that the Planning Board can provide other policy recommendations to the City Commission if they desire.

Chairman Thomas asked that the Board could make a recommendation and in the recommendation state that the City should assume the maintenance of the sidewalk and beach walkover.

Attorney Hayes stated that the issue seems simple, but there are multi-layered issues. He stated that the issues include maintenance, liability, and jurisdiction. Attorney Hayes stated that there is also the interest of the developer whom likely does not care one way or another who maintains the improvement, but would put them in a precarious legal position if required to construct and maintain a public sidewalk/beach walkover on private property. Attorney Hayes recalled that Volusia County has been very sensitive to liability issues. He stated that Planning staff when they met with Volusia County, believed that the improvement was acceptable. Attorney Hayes stated that today, Volusia County staff has stated that they are not willing to accept the maintenance and liability for the sidewalk and beach walkover. He stated that if the City is interested in assuming the maintenance, there are issues such as jurisdiction, that would require written agreements. Attorney Hayes stated, as indicated by the Planning Director, the City assuming maintenance for the improvement is a policy issue for the City Commission and the Planning Board could provide a recommendation as an advisory Board. He stated as it relates the developer, they are seeking clarity for the direction they need to go for the purpose of constructing their project. Attorney Hayes stated it creates some significant legal issues on a private property owner with respect to the jurisdictional issues. He concluded that his understanding is that the developer is willing to construct the improvement, the issue is who would maintain the improvement.

Mr. Galloway stated one thing to consider is that the north side of the property has an existing beach access ramp. He stated that beach access is not being taken away because the Seminole Avenue beach approach exists. He stated that area of the beach has a lot of soft sand. Mr. Galloway stated that when we are discussing taking away a sidewalk, if there was not already an existing beach ramp access, then he would have a problem. He stated that there is a road/beach access abutting the property. Mr. Galloway stated that he understood Volusia County's position and there are a number of walkovers/beach access points that are still being repaired from past storms. He stated that he did not know why we would want a sidewalk when there is a roadway

ramp existing that is at least 20 feet wide. Mr. Galloway emphasized that he would rather walk down the roadway than a sidewalk with a beach walkover. He highlighted the maintenance issue with Andy Romano beachfront park and the stair walkover access. Mr. Galloway concluded that he is supportive of removing the sidewalk and beach walkover and utilizing the existing Seminole Avenue beach ramp.

Ms. Shull sought to verify if there is existing beach access in this area. Mr. Spraker confirmed that the Seminole Avenue beach approach is existing. Ms. Shull stated that the project is not taking away public beach access and that they were to add additional access. Mr. Spraker stated that this is correct and consistent with the Volusia County e-mail regarding beach access. He continued that the original concept was to expand the access with a dedicated pedestrian walkway. Ms. Shull stated her concern was to maintain the existing beach access.

Mr. Galloway stated that he did not believe that the City should be accepting liability for the sidewalk if Volusia County does not.

Applicant's Presentation

Mr. Robert Merrell, III, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated that he uses the Seminole Avenue beach approach and it is easy to walk down the approach. He stated, like Mr. Galloway stated, that he would walk down the beach approach versus a sidewalk and beach walkover. Mr. Merrell stated that other areas, such as Neptune, Standish, Amsden, and Rockefeller only have the beach ramp access. He stated that the project wanted to construct the improvement and thought it would be a good gesture if Volusia County or the City wanted it. Mr. Merrell stated that the project team is still willing to perform the construction.

Chairman Thomas stated that the applicant does not want to maintain the improvement. Mr. Merrell stated that he did not believe that it would be appropriate as a public improvement.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Ms. Shull motioned to approve PZ 2024-006, Ormond Beach Holdings, LLC., Planned Business Development Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

E. PZ 2024-009, RidgeHaven Subdivision, Final Plat

Mr. Spraker stated that this is a request for a final plat of a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. He stated the Planned Residential Development was approved with Ordinance 2023-26 and the preliminary plat with

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-37

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

January 7, 2025 - City Commission

Number: 8.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 (SECOND READING)		
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 12/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/4/2024 Joyce Shanahan, City Manager 12/6/2024

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

January 7, 2025 - City Commission

Number: 8.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 (SECOND READING)		
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 12/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/4/2024 Joyce Shanahan, City Manager 12/6/2024

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

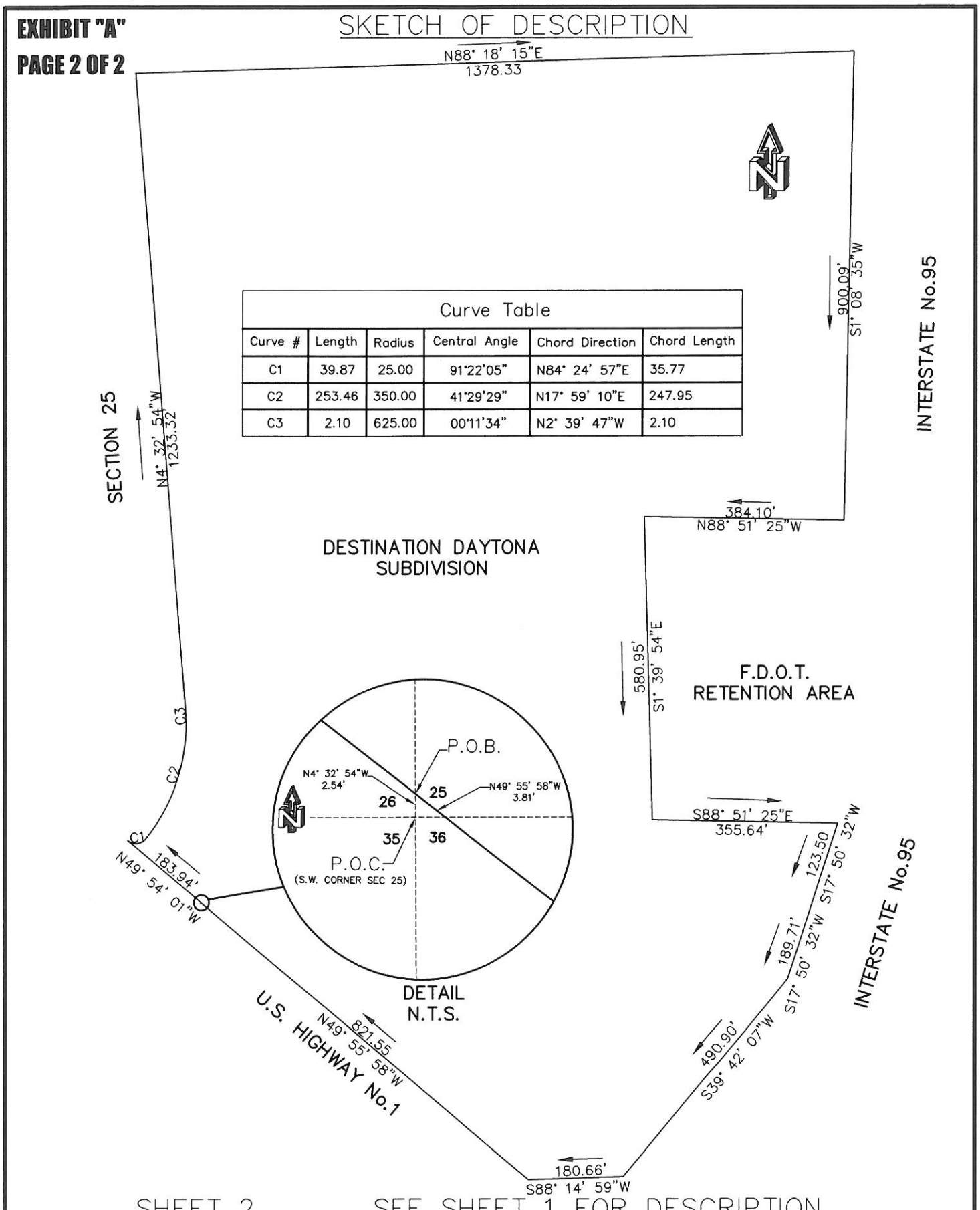
SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

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



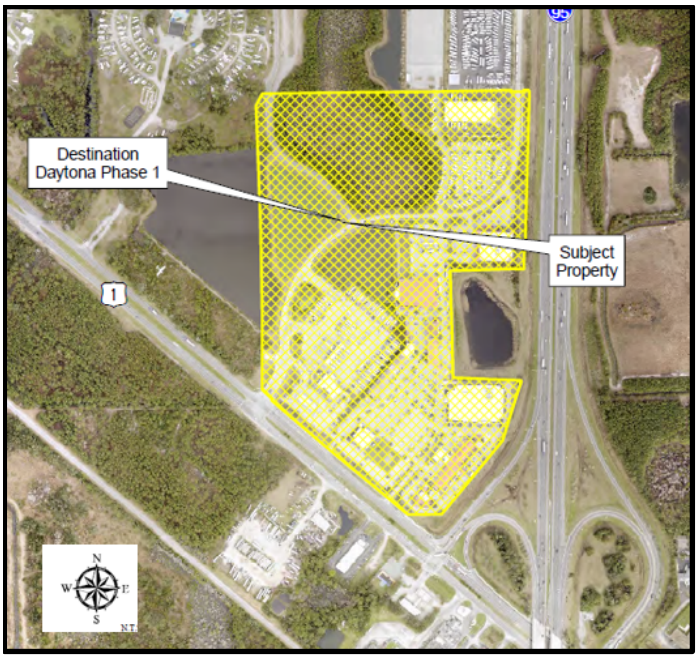
Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	39.87	25.00	91°22'05"	N84° 24' 57"E	35.77
C2	253.46	350.00	41°29'29"	N17° 59' 10"E	247.95
C3	2.10	625.00	00°11'34"	N2° 39' 47"W	2.10

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:	

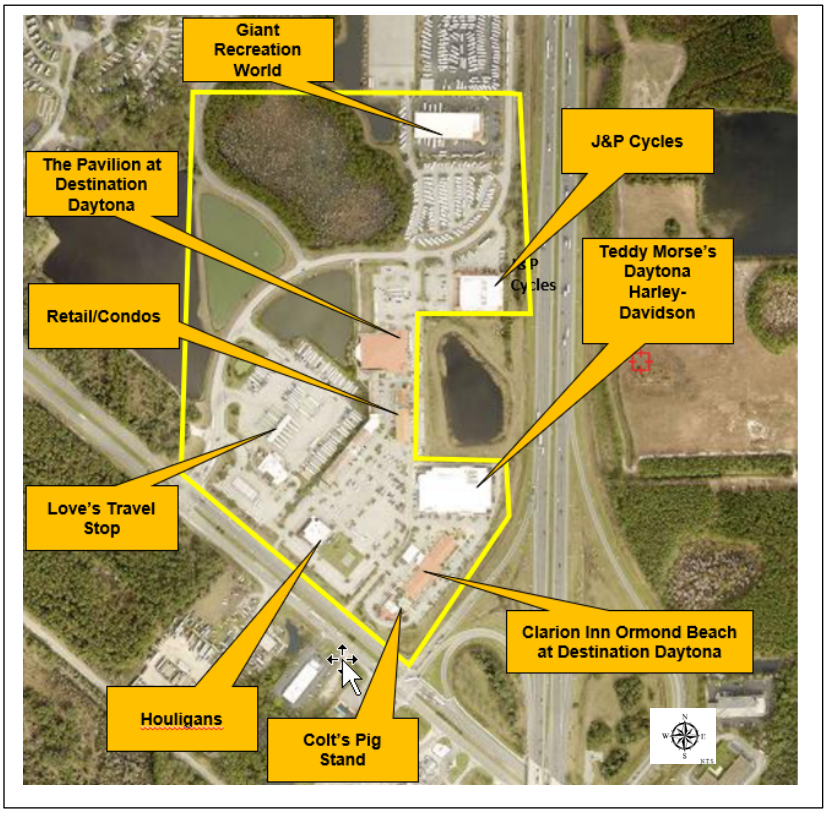
SECTION 1, INTRODUCTION:

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

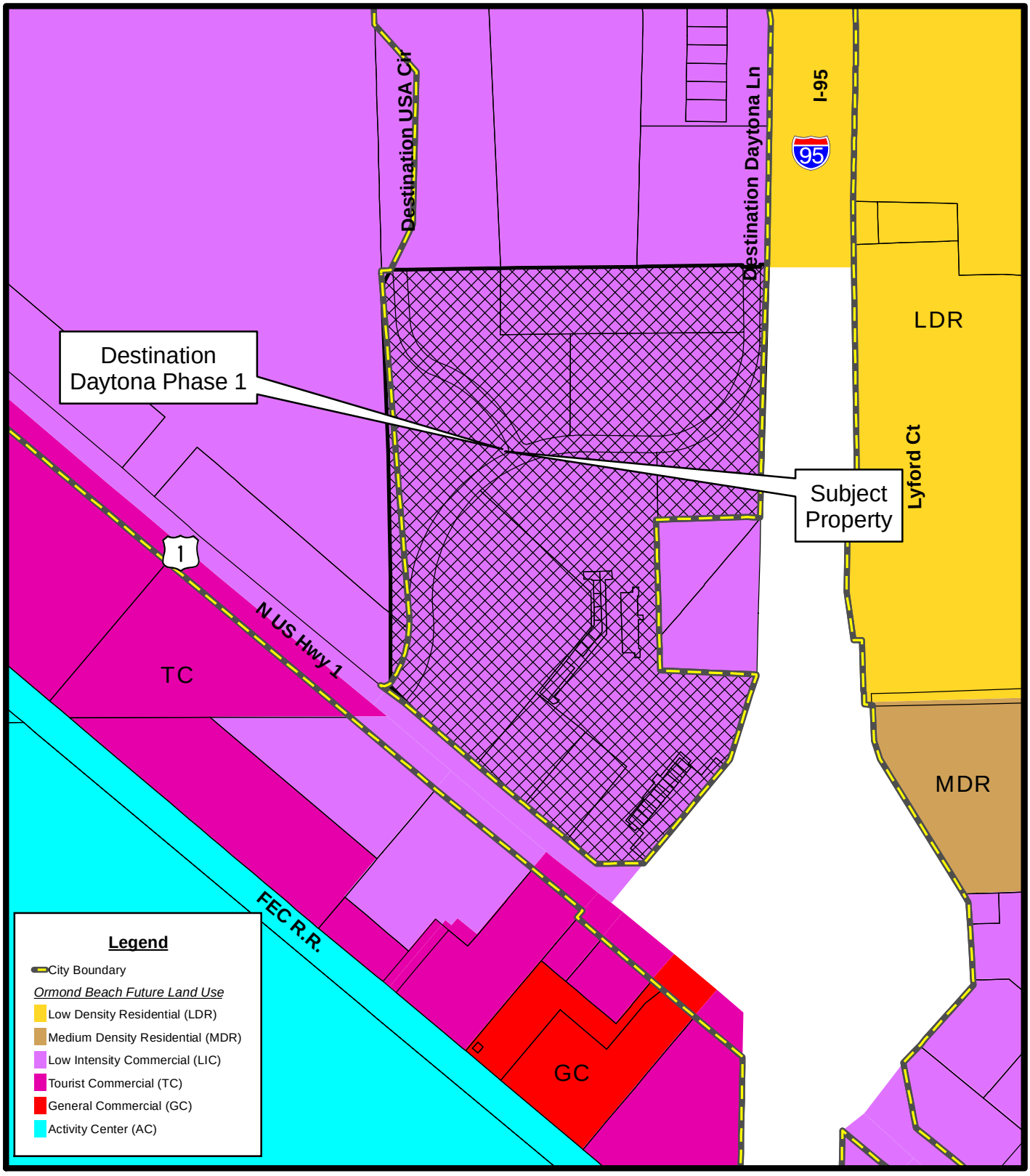
Project Maps



AERIAL MAP
DESTINATION DAYTONA PHASE 1
(+/- 51.9 ACRES)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 16, 2024

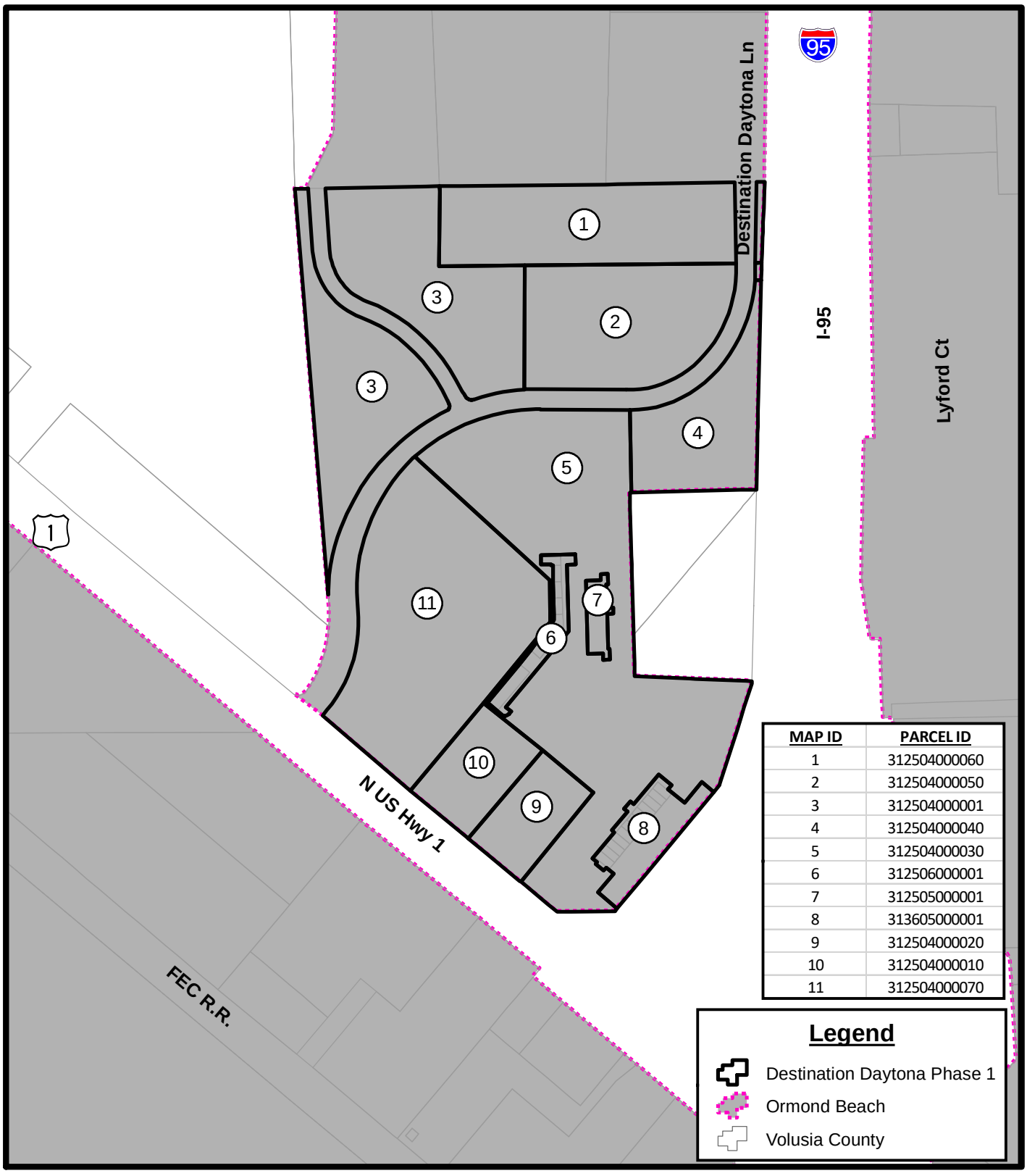
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FUTURE LAND USE MAP
DESTINATION DAYTONA PHASE 1
(+/- 51.9 ACRES)

Prepared By: The City of Ormond Beach
G.I.S. Department - September 16, 2024

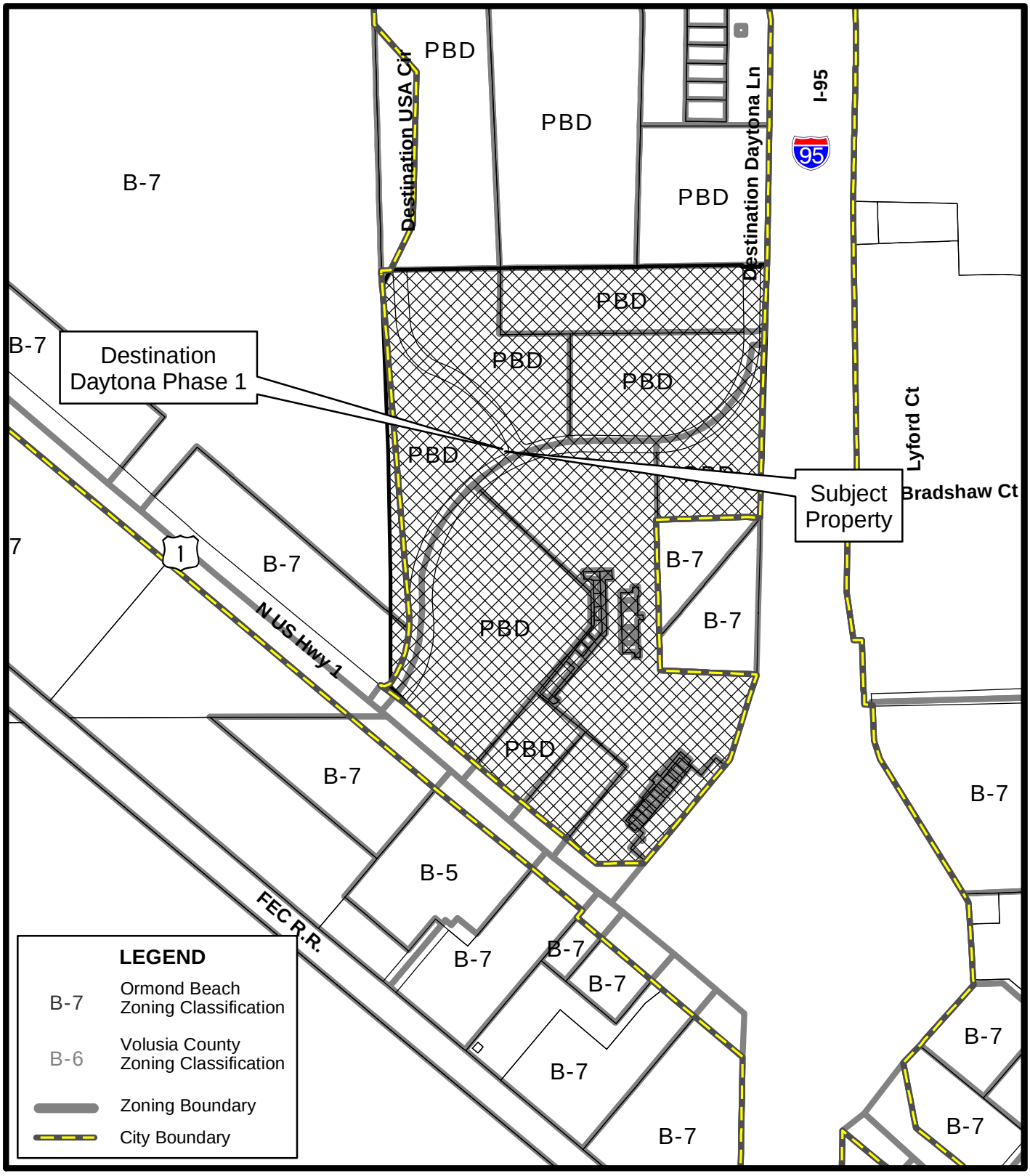
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PARCEL MAP
DESTINATION DAYTONA PHASE 1

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

Page 3 of 3

Instrument# 2015-191587 # 35
Book: 7174
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

Instrument# 2015-191587 # 36
Book: 7174
Page: 175

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.

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Instrument# 2015-191587 # 1
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,

Instrument# 2015-191587 # 3
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.

Instrument# 2015-191587 # 6
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:

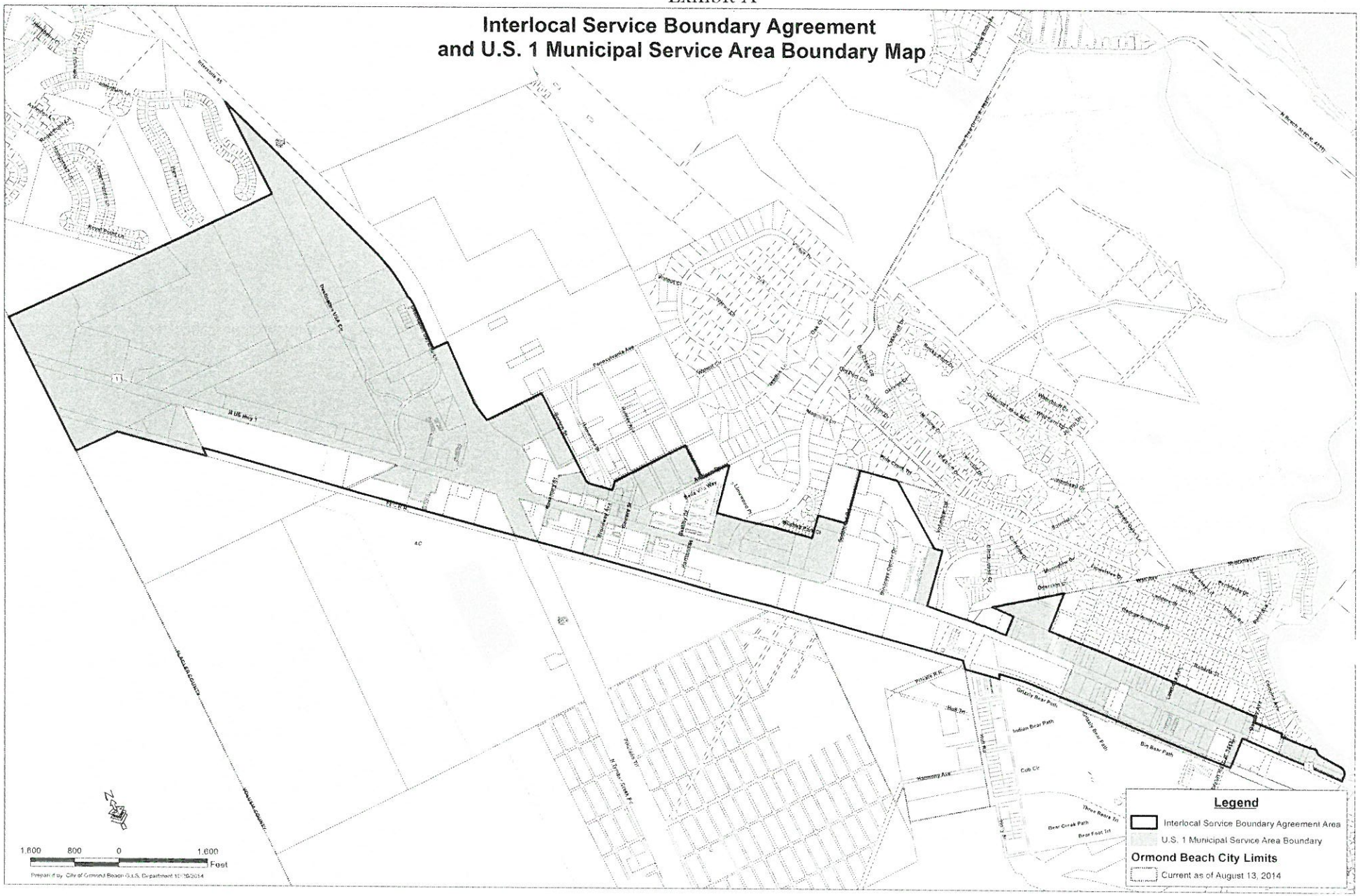
J. Scott McKee

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

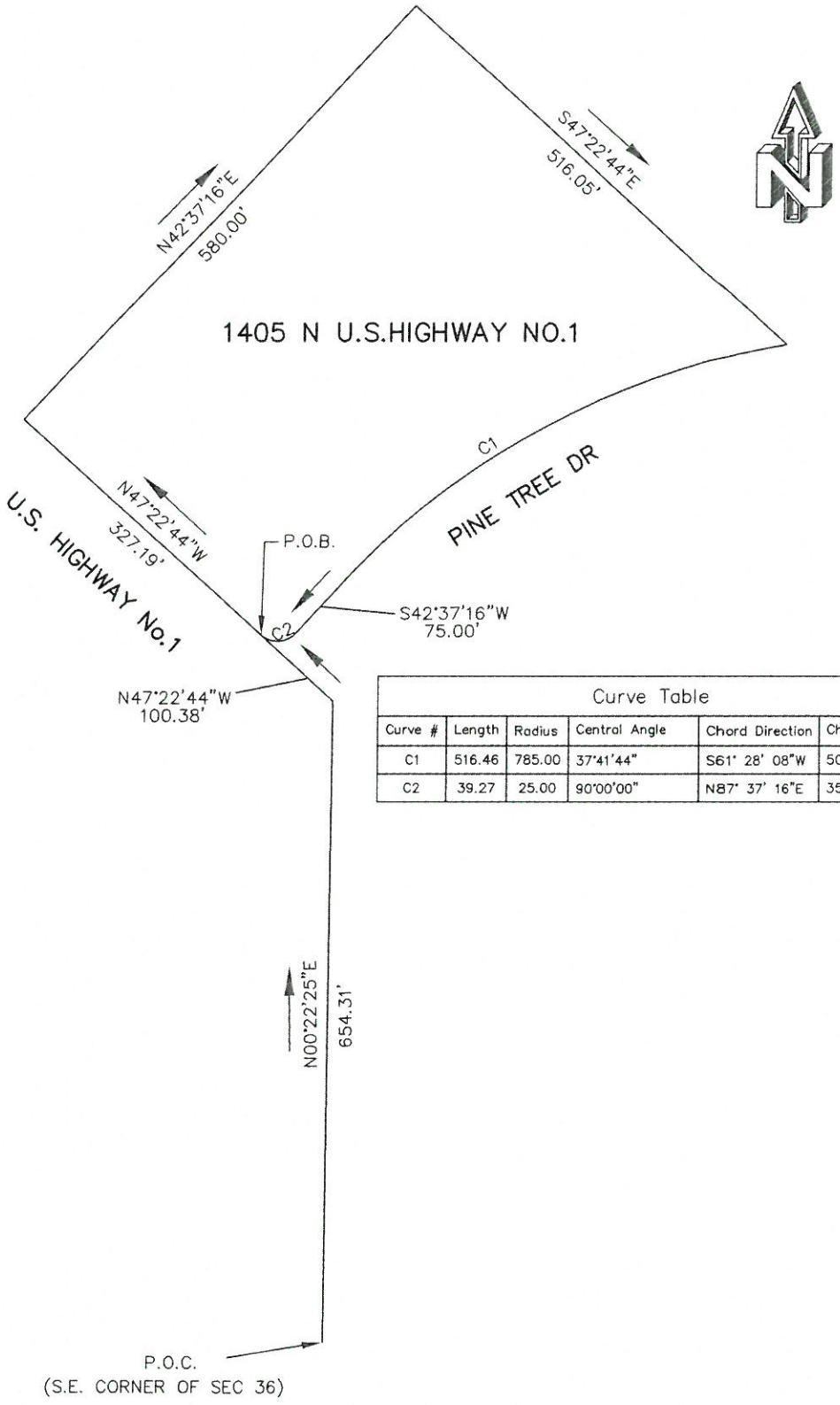
City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US1
	SHEET: 1 OF 2	DRAWN BY: CO

Instrument# 2015-191587 # 9
Book: 7174
Page: 148

Exhibit B

SKETCH OF DESCRIPTION

1405 N US HIGHWAY NO.1



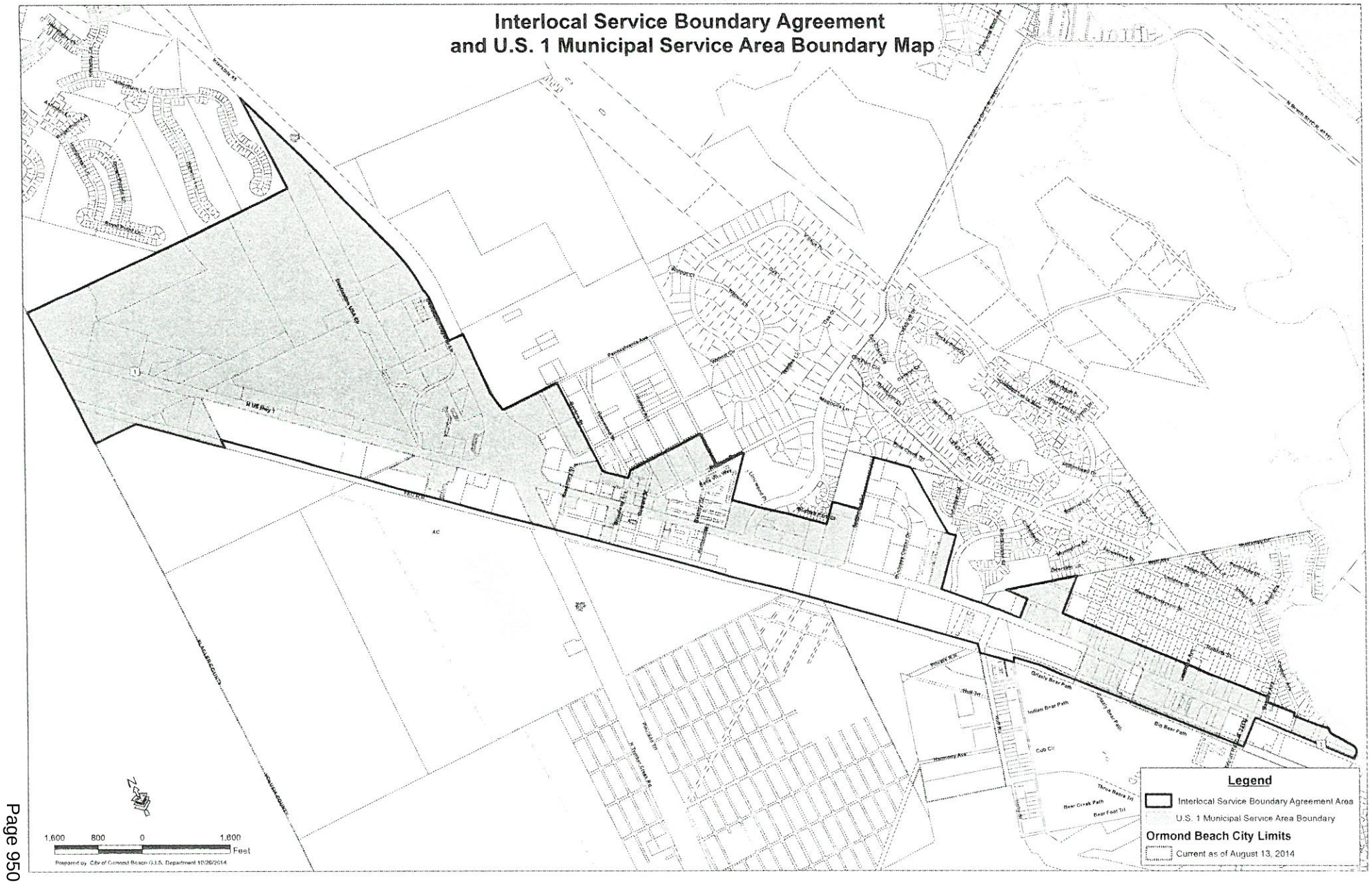
Curve Table					
Curve #	Length	Radius	Central Angle	Chord Direction	Chord Length
C1	516.46	785.00	37°41'44"	S61° 28' 08"W	507.20
C2	39.27	25.00	90°00'00"	N87° 37' 16"E	35.36

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

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SHEET 1 SEE SHEET 2 FOR SKETCH OF DESCRIPTION

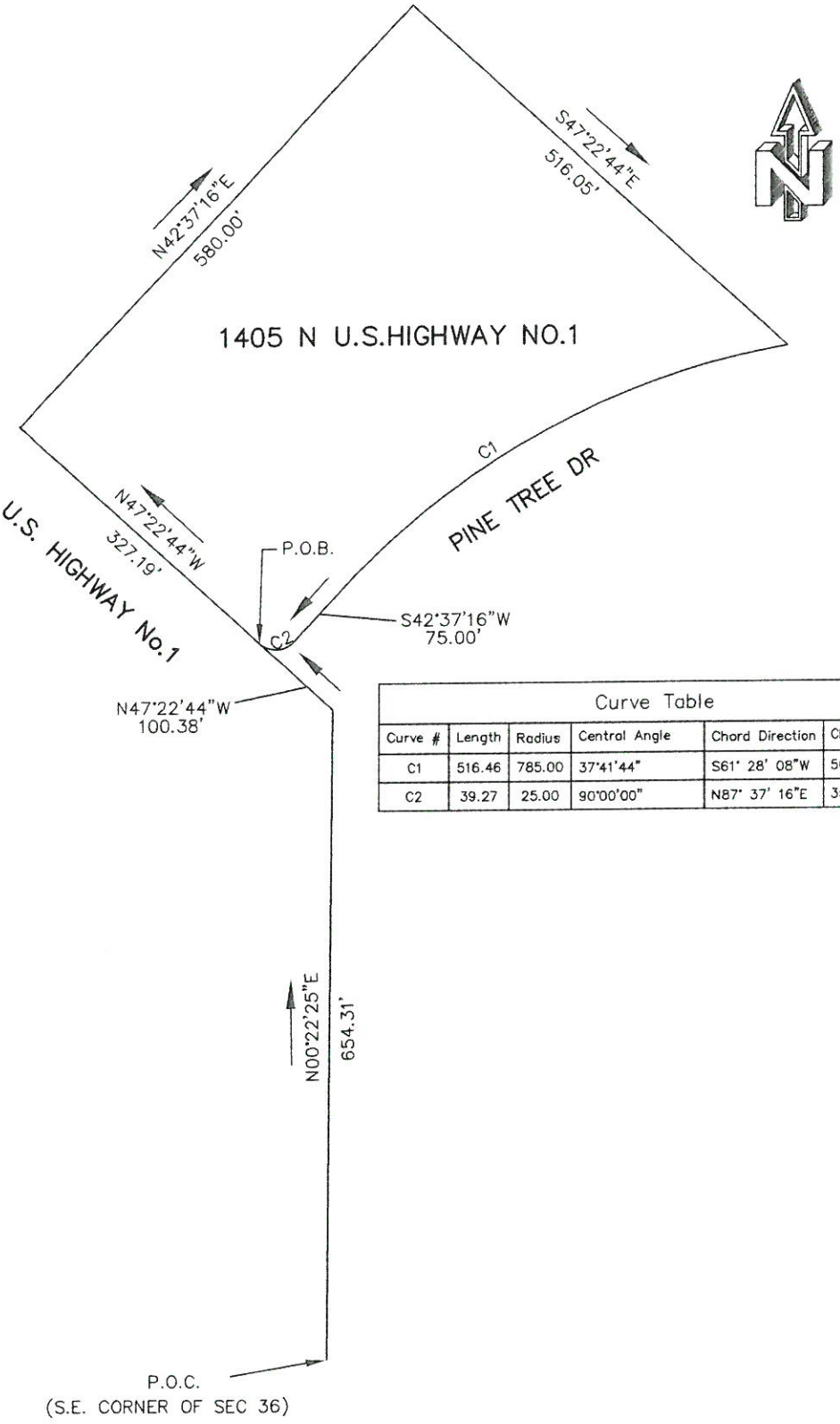
City of Ormond Beach Engineering Division	DATE: 1/30/15	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME: 1405 N US1
	SHEET: 1 OF 2	DRAWN BY: CO

Instrument# 2015-191587 # 12
Book: 7174
Page: 151

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

Instrument# 2015-191587 # 13
Book: 7174
Page: 152

Instrument# 2011-018378 # 1
Book: 6560
Page: 3275

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:

Instrument# 2015-191587 # 14
Book: 7174
Page: 153

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,

Instrument# 2015-191587 # 15
Book: 7174
Page: 154

Book: 6560
Page: 3277

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").

Instrument# 2015-191587 # 16
Book: 7174
Page: 155

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.

Instrument# 2015-191587 # 17
Book: 7174
Page: 156

Book: 6560
Page: 3279

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

Instrument# 2015-191587 # 18
Book: 7174
Page: 157

Book:: 6560
Page:: 3280

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

Instrument# 2015-191587 # 19
Book: 7174
Page: 158

Book: 6560
Page: 3281

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).

Instrument# 2015-191587 # 20
Book: 7174
Page: 159

Book: 6560
Page: 3282

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.

Instrument# 2015-191587 # 21
Book: 7174
Page: 160

Book: 6560
Page: 3283

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.

Instrument# 2015-191587 # 22
Book: 7174
Page: 161

Book: 6560
Page: 3284

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.

Instrument# 2015-191587 # 23
Book: 7174
Page: 162

Book: 6560
Page: 3285

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
Book: 7174
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.

Instrument# 2015-191587 # 25
Book: 7174
Page: 164

Exhibit "A"

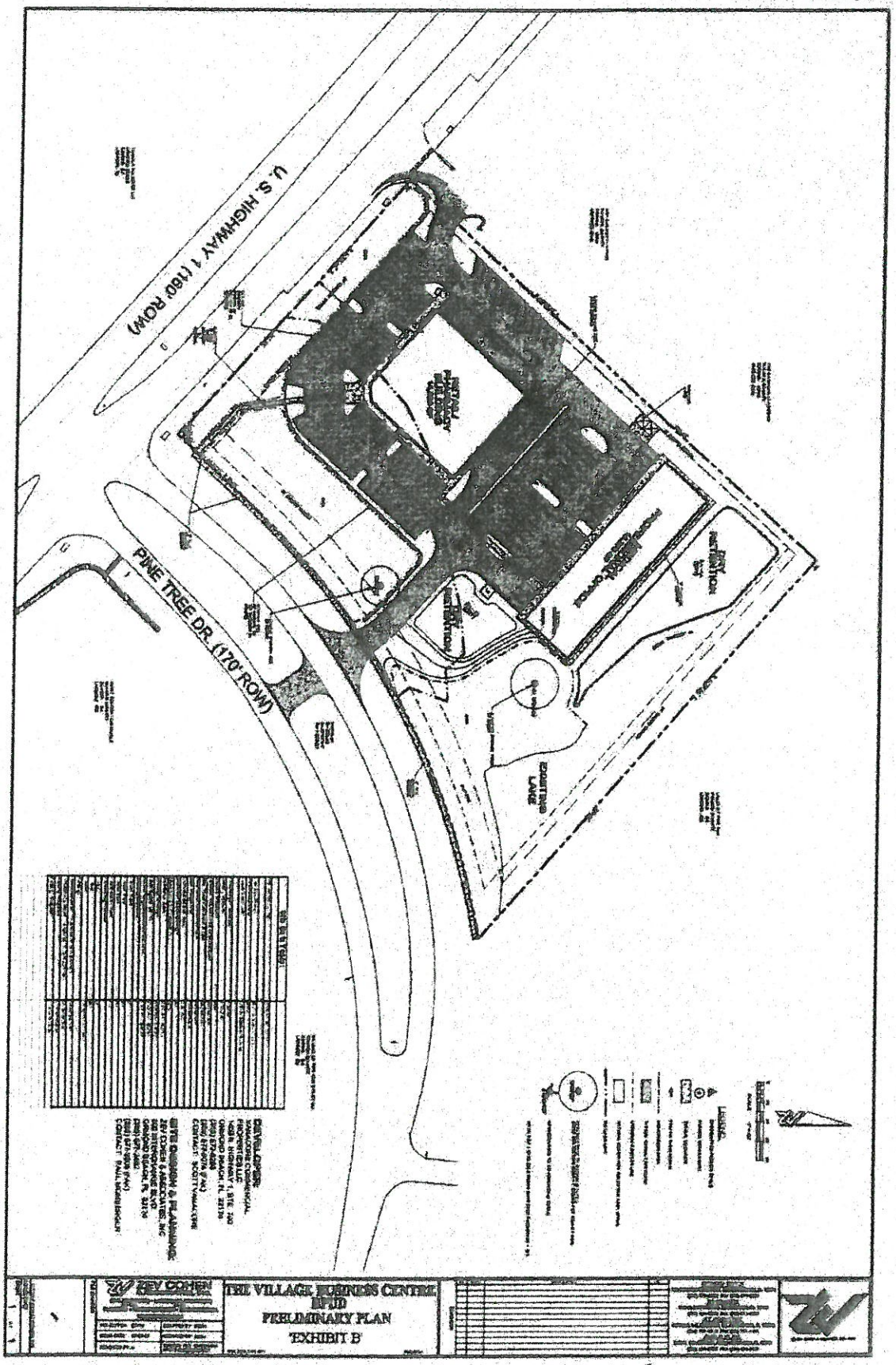
LEGAL DESCRIPTION:

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.

Instrument# 2015-191587 # 26
Book: 7174
Page: 165

Book: 6560
Page: 3288
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit "B"



Instrument# 2015-191587 # 27
Book: 7174
Page: 166

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

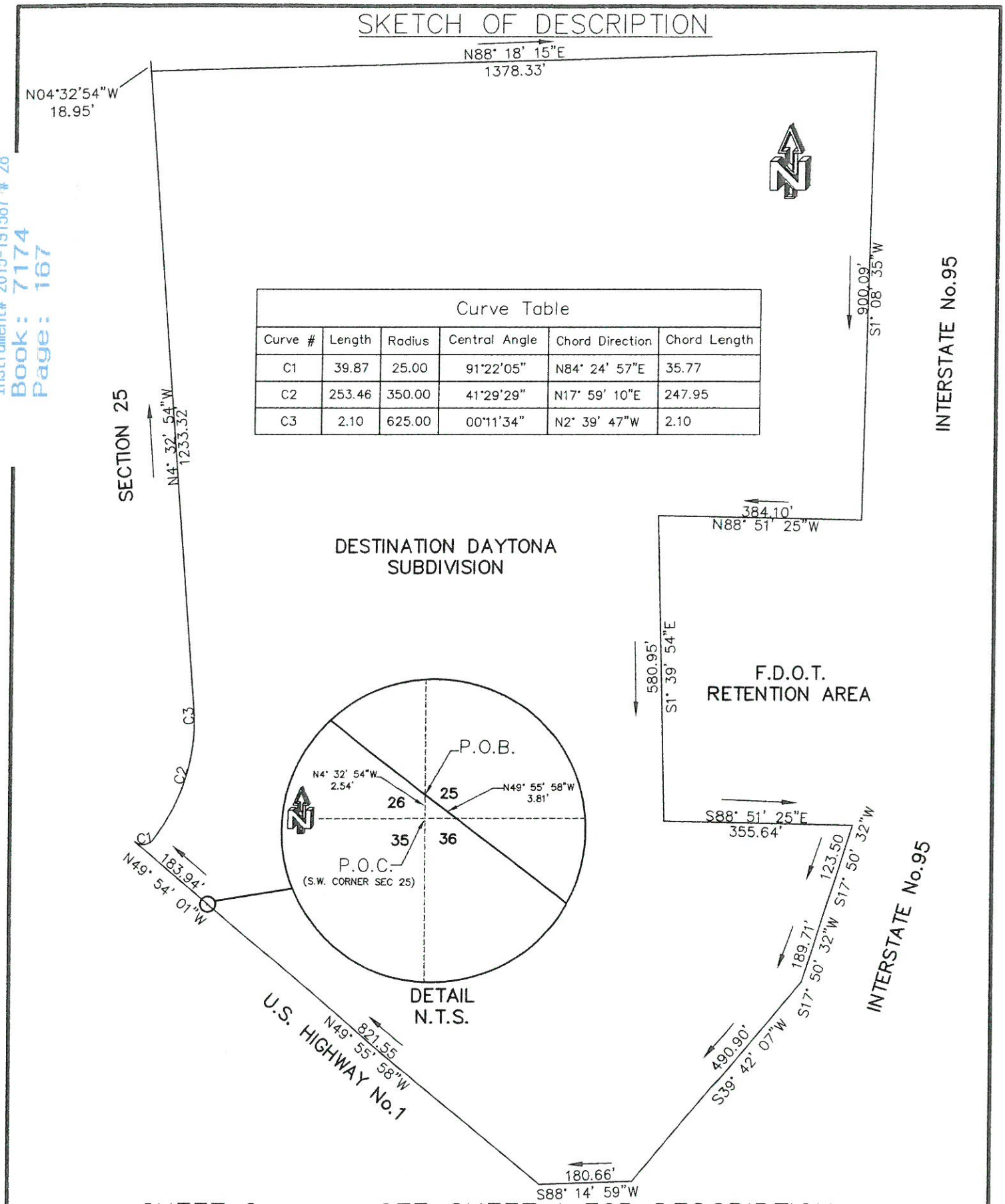
SAID PARCEL CONTAINING 2,260,746 SQ. FT. OR 51.90 ACRES MORE OR LESS

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

Instrument# 2015-191587 # 28
Book: 7174
Page: 167

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

Instrument# 2015-191587 # 29
Book: 7174
Page: 168

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:

Instrument# 2015-191587 # 30
Book: 7174
Page: 169

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.

Instrument# 2015-191587 # 31
Book: 7174
Page: 170

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:

Instrument# 2015-191587 # 32
Book: 7174
Page: 171

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.

Instrument# 2015-191587 # 33
Book: 7174
Page: 172

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.

Instrument# 2015-191587 # 34
Book: 7174
Page: 173

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.

Instrument# 2015-191587 # 35
Book: 7174
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

Instrument# 2015-191587 # 36
Book: 7174
Page: 175

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.

Instrument# 2015-191587 # 37
Book: 7174
Page: 176

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

Instrument# 2015-191587 # 38
Book: 7174
Page: 177

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.

Instrument# 2015-191587 # 39
Book: 7174
Page: 178

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

Instrument# 2015-191587 # 40
Book: 7174
Page: 179

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.

Instrument# 2015-191587 # 41
Book: 7174
Page: 180

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

Instrument# 2015-191587 # 42
Book: 7174
Page: 181

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.

Instrument# 2015-191587 # 43
Book: 7174
Page: 182

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.

Instrument# 2015-191587 # 44
Book: 7174
Page: 183

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.:

Instrument# 2015-191587 # 45
Book: 7174
Page: 184

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

Instrument# 2015-191587 # 46
Book: 7174
Page: 185

WITNESSES:

HAVING FUN, LLC

Jacqueline S. Berry
Signature

By: Manager

Julie A. Hensell
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

Instrument# 2015-191587 # 47
Book: 7174
Page: 186

WITNESSES:

HAVING FUN II, LLC

Jacqueline S. Berry
Signature

By: _____

Sue A. Hinshaw
Signature

Charles D. Hood Jr, Managing
(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

Instrument# 2015-191587 # 48
Book: 7174
Page: 187

EXHIBIT "A"

Instrument# 2015-191587 # 49
Book: 7174
Page: 188

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

Instrument# 2015-191587 # 50
Book: 7174
Page: 189

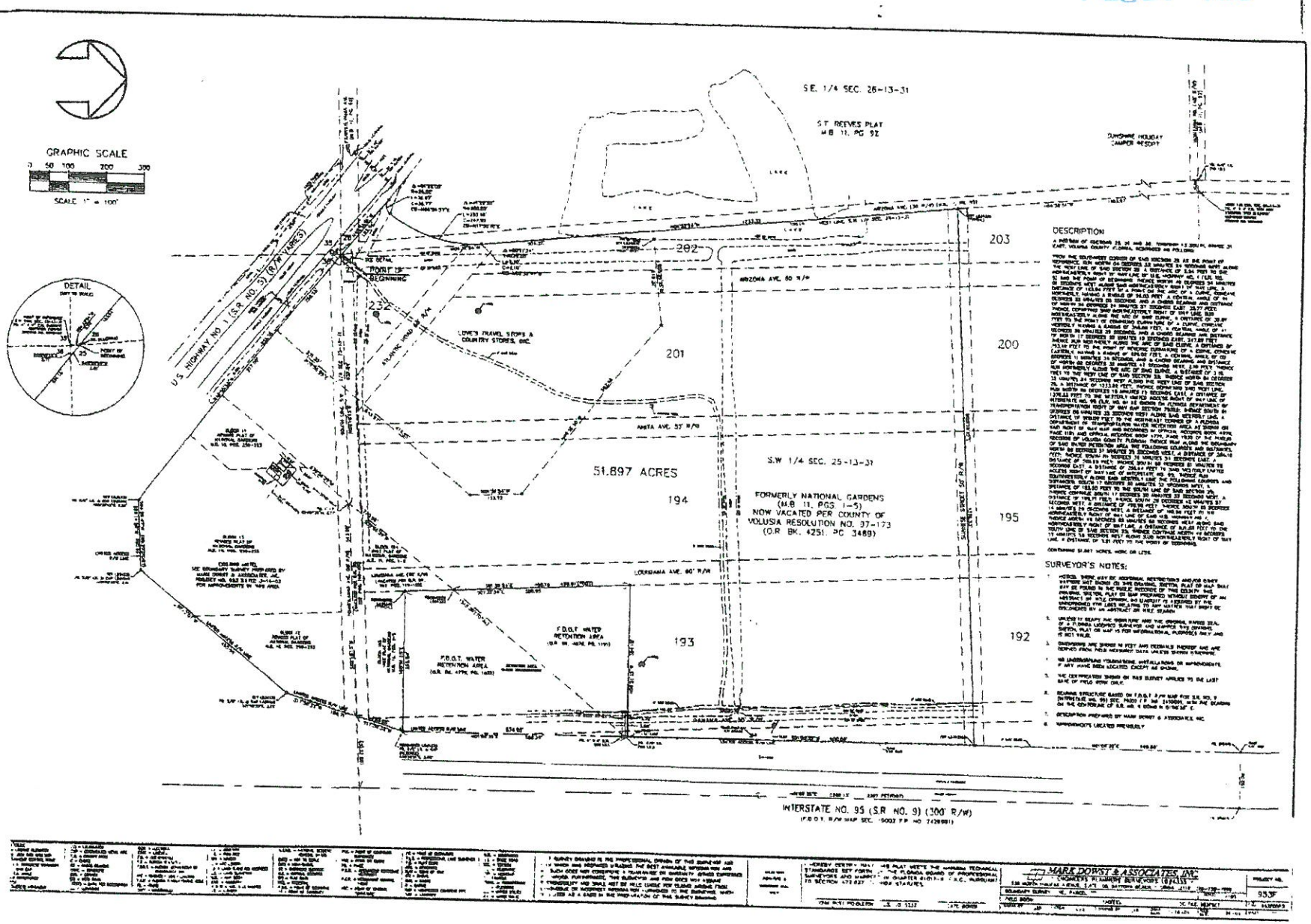
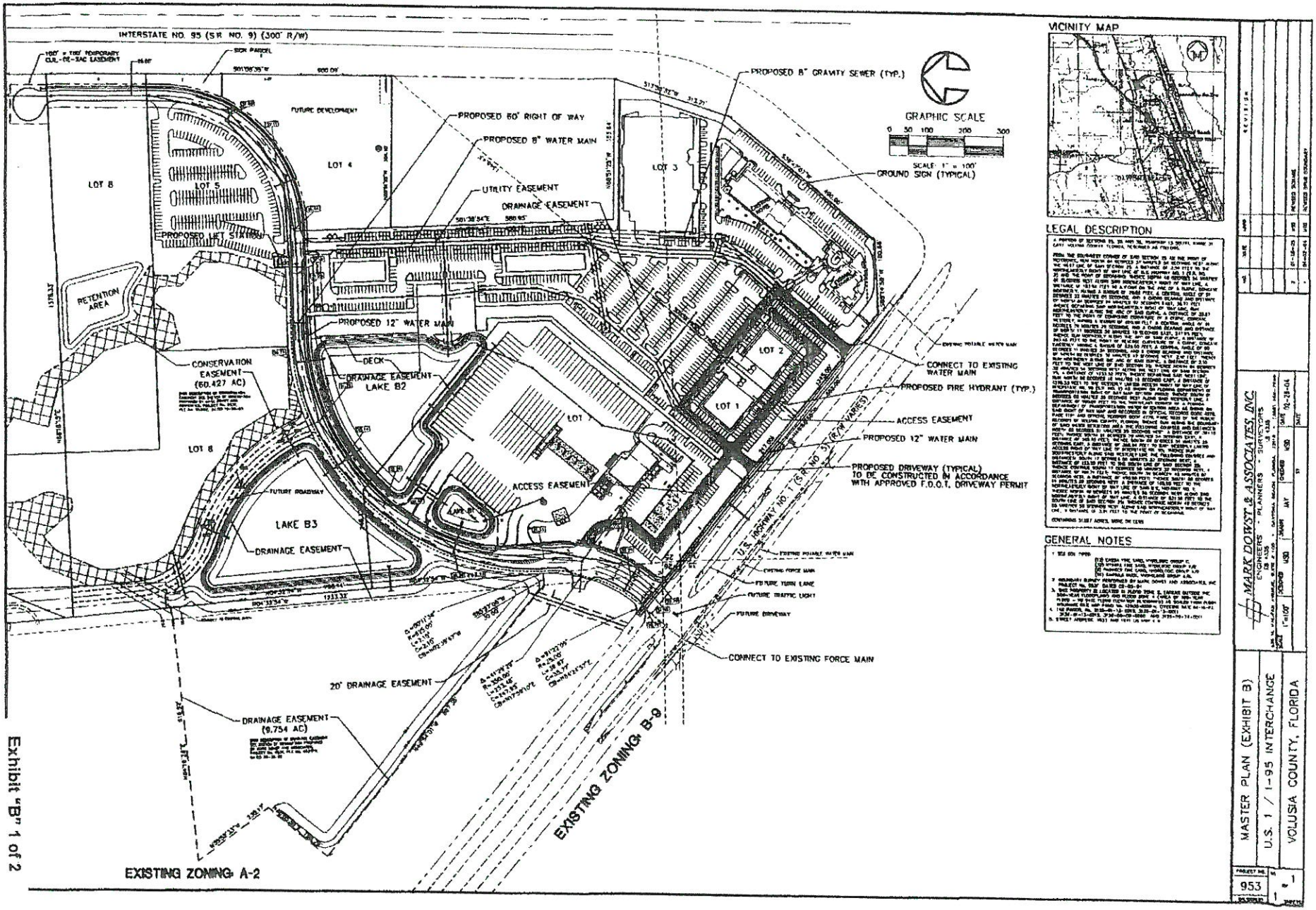


Exhibit "A" 2 of 2

Instrument# 2015-191587 # 51
Book: 7174
Page: 190

EXHIBIT "B"

Instrument# 2015-191587 # 52
Book: 7174
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

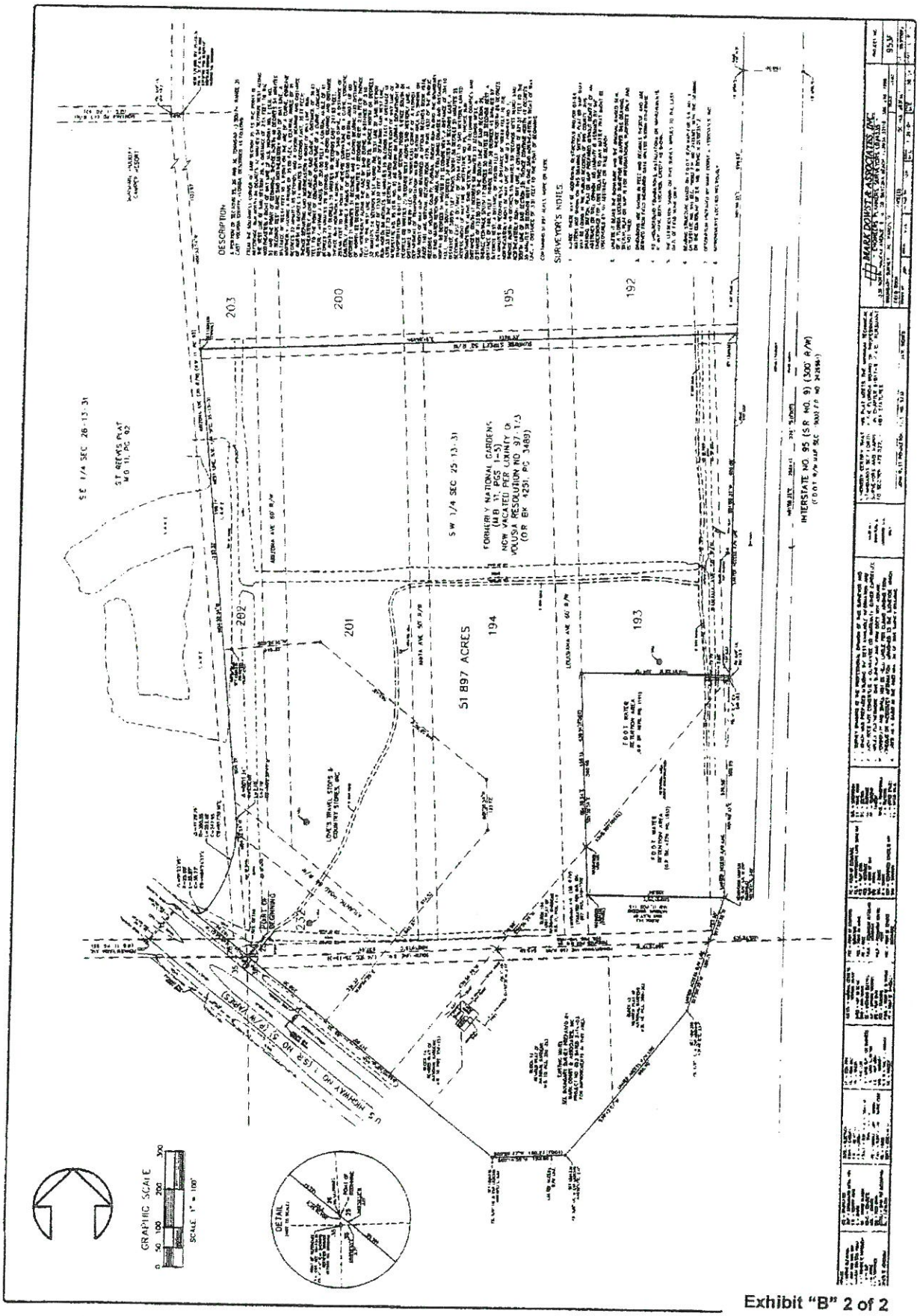


Exhibit "B" 2 of 2

Instrument# 2015-191587 # 54
Book: 7174
Page: 193

EXHIBIT "B-1"

Instrument# 2015-191587 # 55
Book: 7174
Page: 194

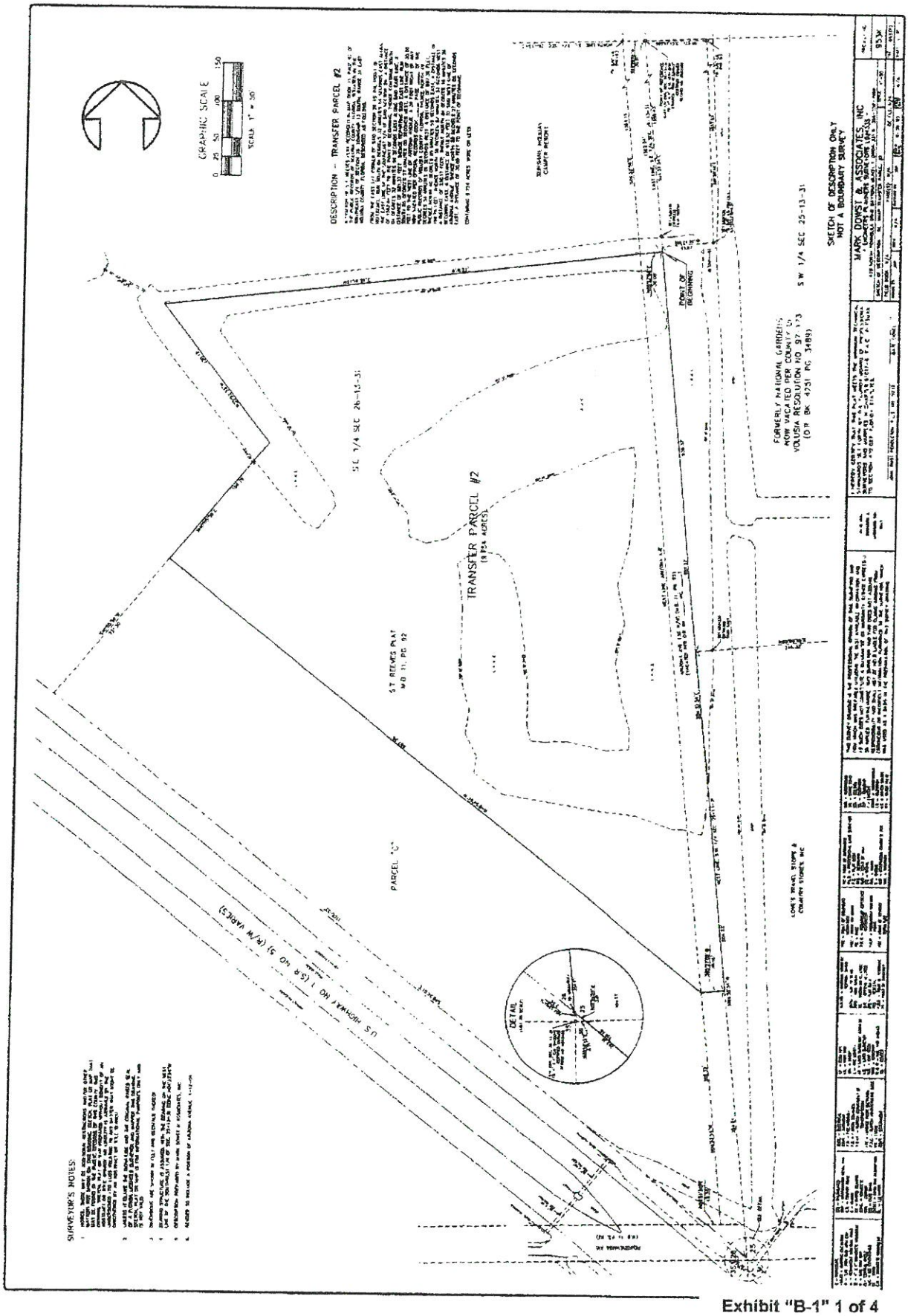


Exhibit "B-1" 1 of 4

Instrument# 2015-191587 # 56
Book: 7174
Page: 195

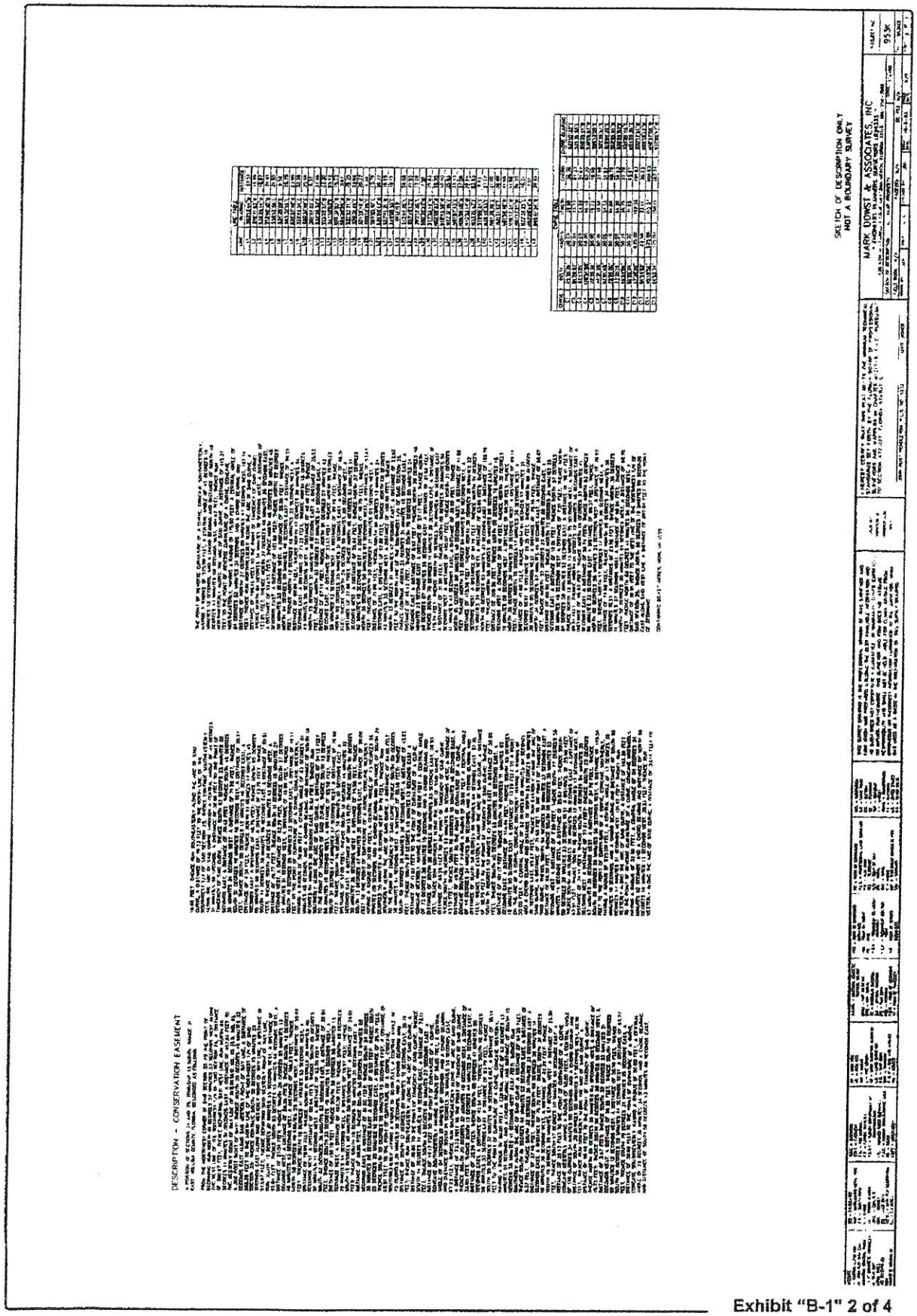


Exhibit "B-1" 2 of 4

Instrument# 2015-191587 # 57
Book: 7174
Page: 196

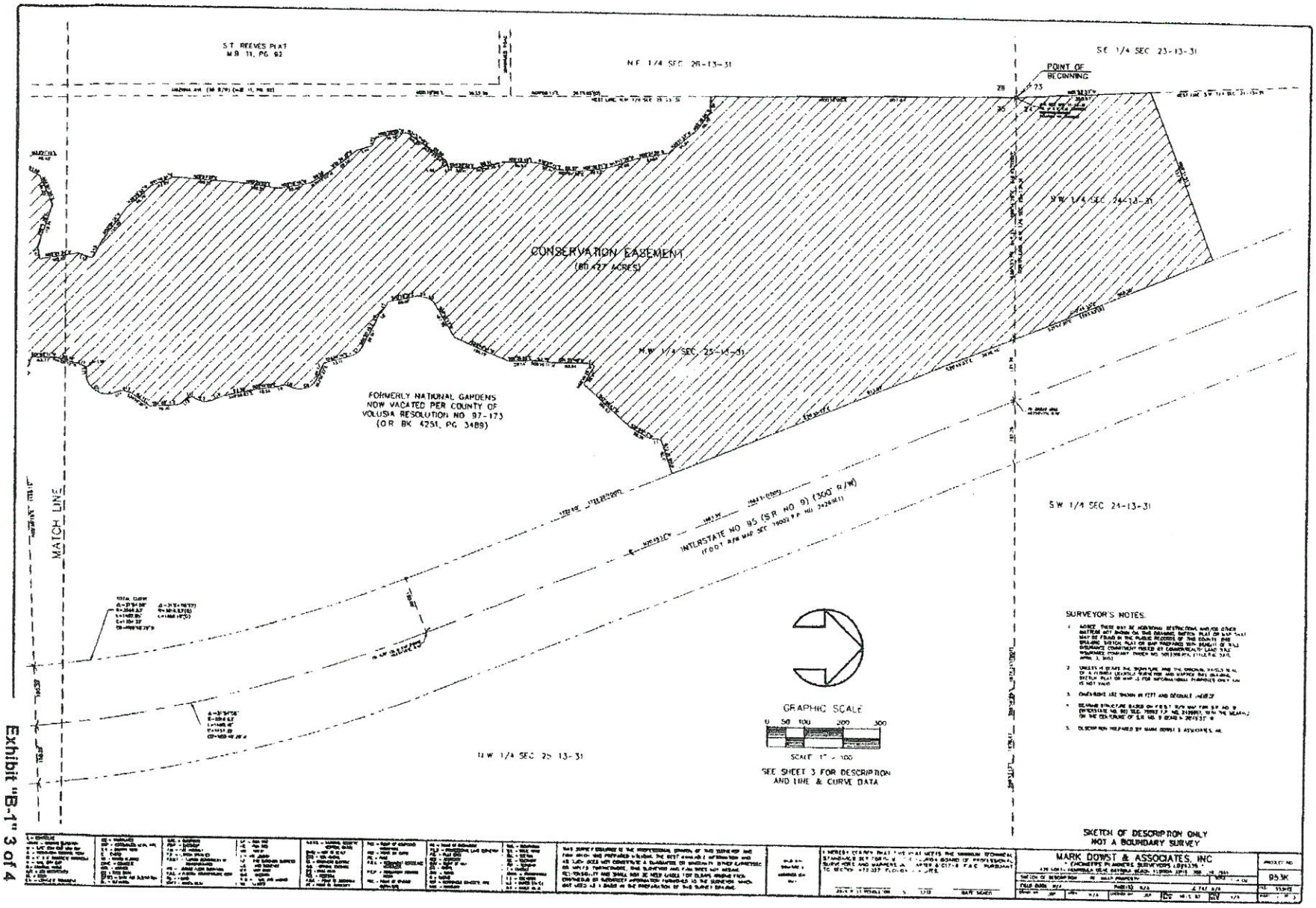


Exhibit "B-1" 3 of 4

Book: 5494
Page: 2042

Instrument# 2015-191587 # 58
Book: 7174
Page: 197

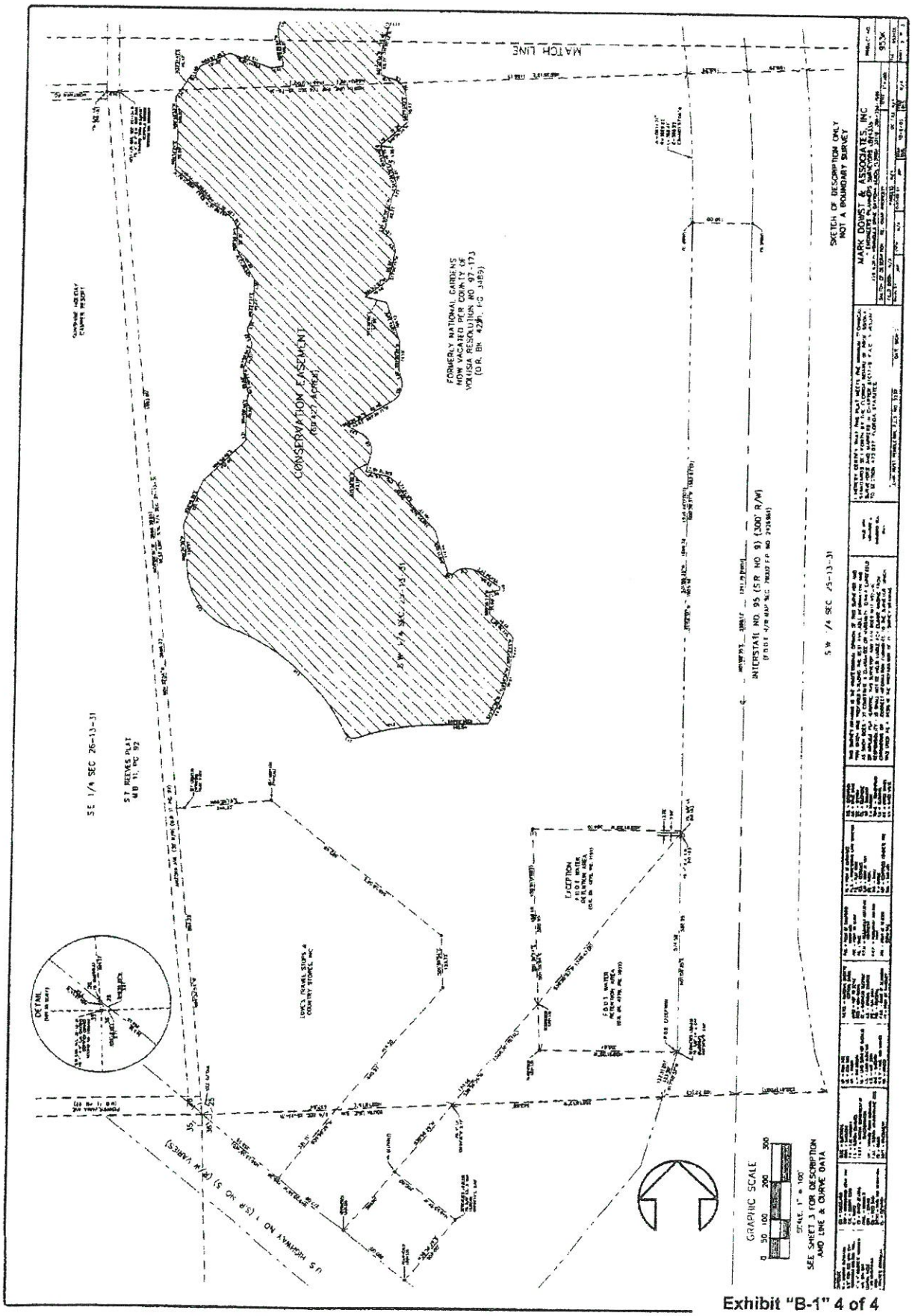


Exhibit "B-1" 4 of 4

Instrument# 2015-191587 # 59
Book: 7174
Page: 198

EXHIBIT "C"

Instrument# 2015-191587 # 60
Book: 7174
Page: 199

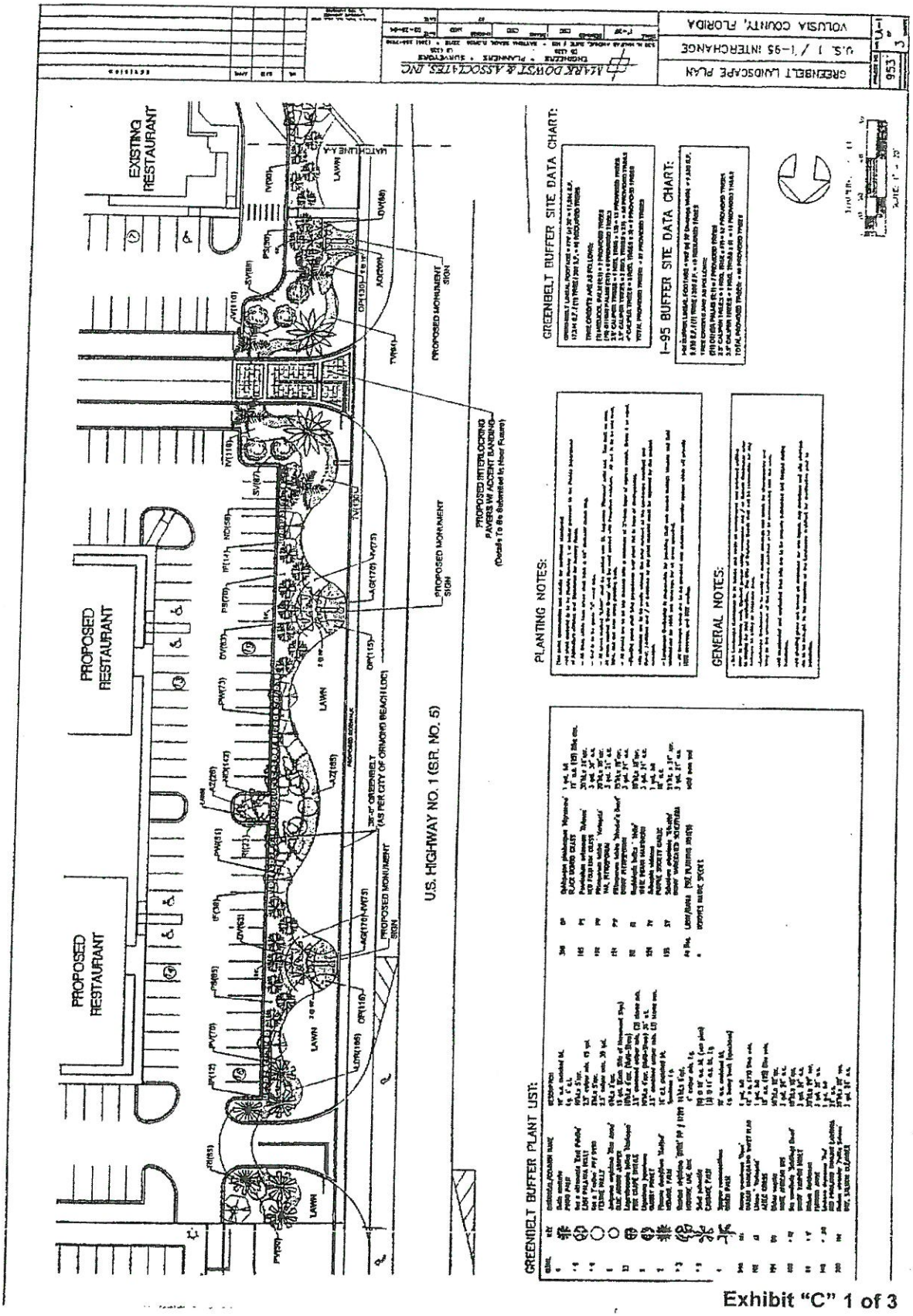


Exhibit "C" 1 of 3

Instrument# 2015-191587 # 61
Book: 7174
Page: 200

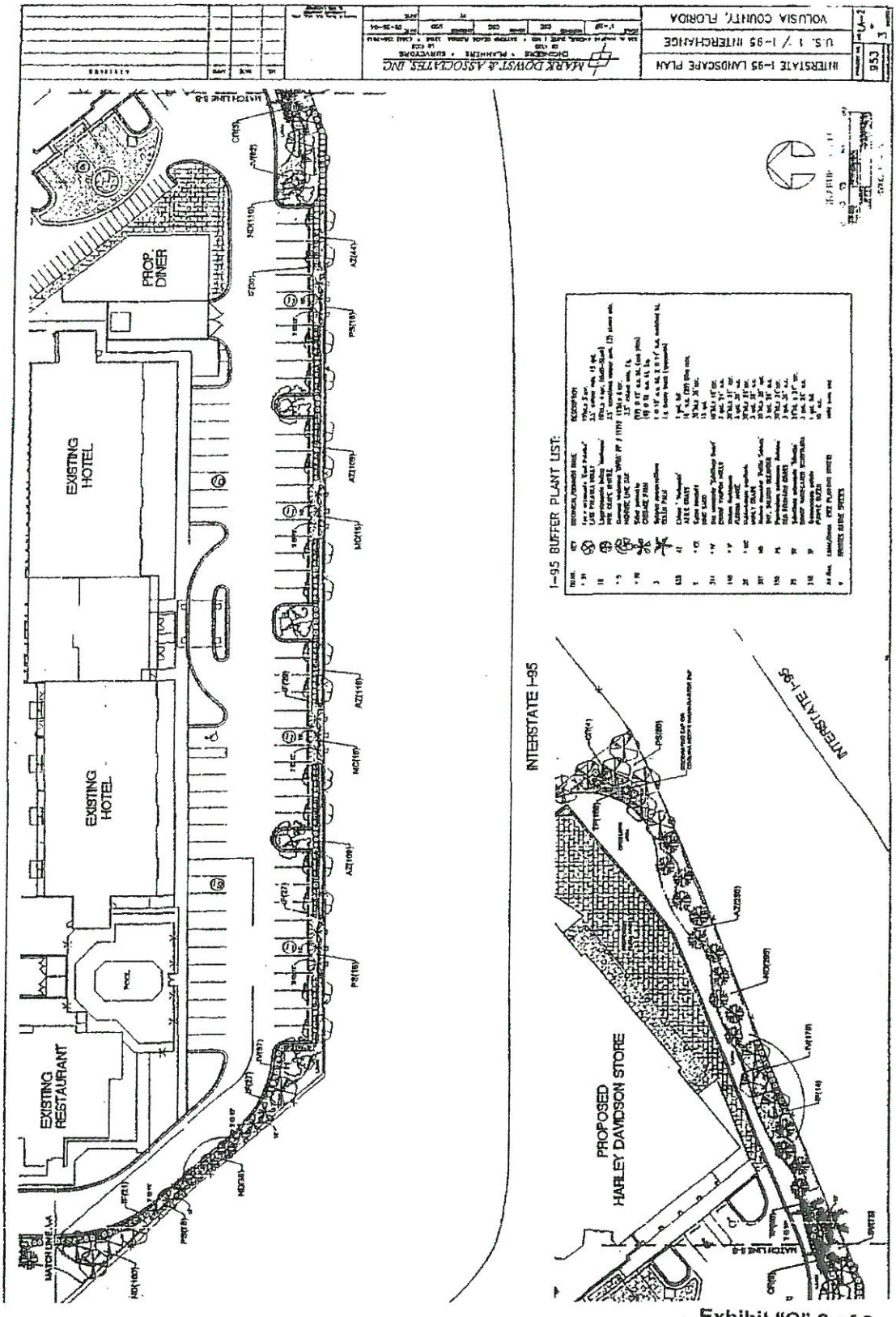


Exhibit "C" 2 of 3

Instrument# 2015-191587 # 62
Book: 7174
Page: 201

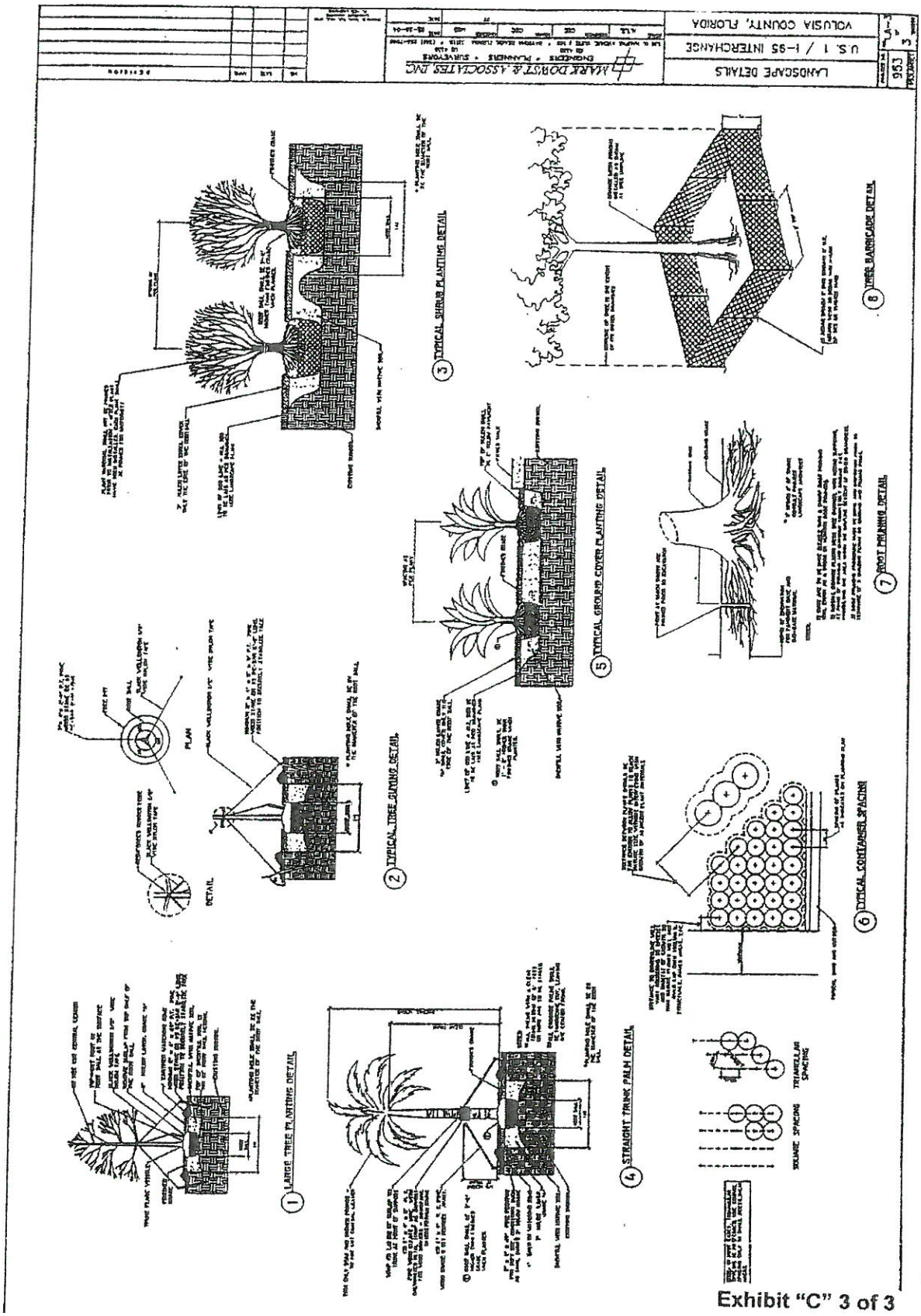


Exhibit "C" 3 of 3

Instrument# 2015-191587 # 63
Book: 7174
Page: 202

EXHIBIT "D"

Instrument# 2015-191587 # 64
Book: 7174
Page: 203

Book: 5494
Page: 2049

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.

EXHIBIT "D" 1 OF 3

Instrument# 2015-191587 # 65
Book: 7174
Page: 204

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.

EXHIBIT "D" 2 0F 3

Instrument# 2015-191587 # 66
Book: 7174
Page: 205

Book: 5494
Page: 2051

(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 statute 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 its proceeds to the borrowers in the event of a default. However, F.S. § 538.17 permits political subdivisions of the State of Florida to

EXHIBIT "D" 3 0F 3

Instrument# 2015-191587 # 67
Book: 7174
Page: 206

EXHIBIT "E"

Instrument# 2015-191587 # 68
Book: 7174
Page: 207

Book: 5494
Page: 2053

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.

EXHIBIT "E" 1 OF 5

Instrument# 2015-191587 # 69
Book: 7174
Page: 208

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.

EXHIBIT "E" 2 0F 5

Instrument# 2015-191587 # 70
Book: 7174
Page: 209

(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-

EXHIBIT "E" 3 OF 5

Instrument# 2015-191587 # 71
Book: 7174
Page: 210

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-

EXHIBIT "E" 4 0F 5

Instrument# 2015-191587 # 72
Book: 7174
Page: 211

Book: 5494
Page: 2057

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

NOT USED

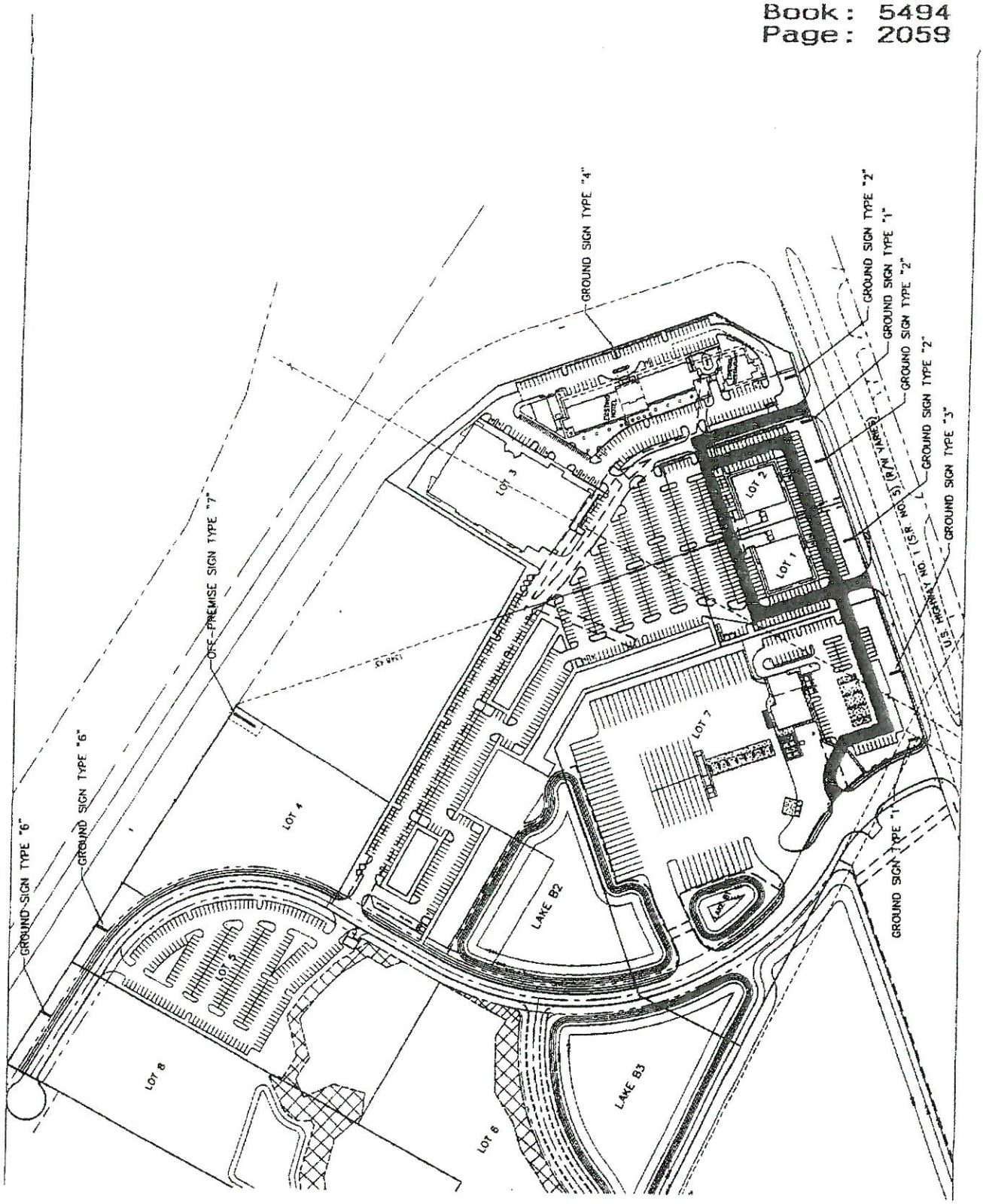
*Cross reference—Alcoholic beverages, ch. 6.
Special acts reference—Alcoholic beverages, ch. 206.

EXHIBIT "E" 5 OF 5

Instrument# 2015-191587 # 73
Book: 7174
Page: 212

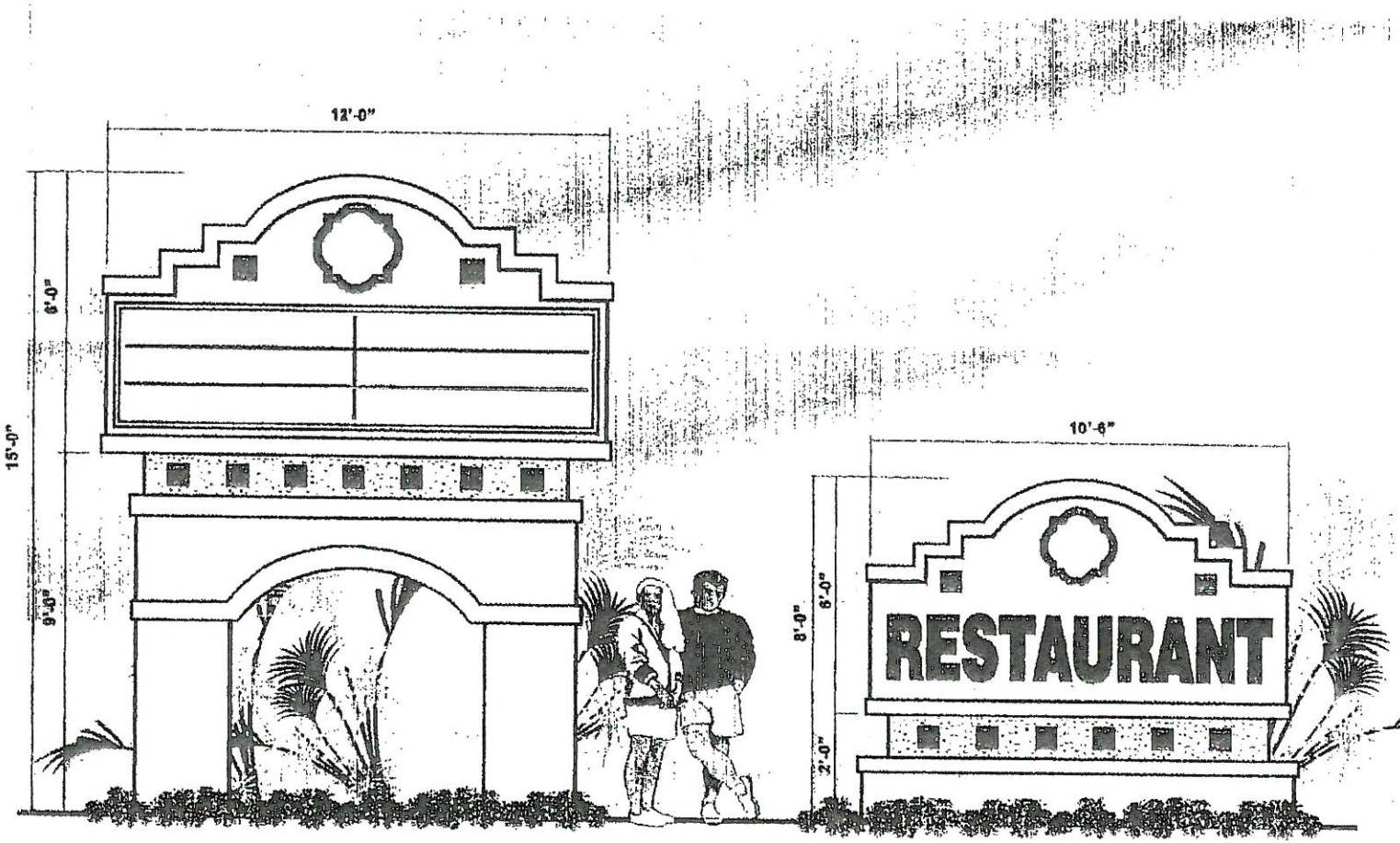
COMPOSITE EXHIBIT "F"

Instrument# 2015-191587 # 74
Book: 7174
Page: 213



GROUND SIGN LOCATIONS Composite Exhibit "F" 1 of 12

Instrument# 2015-191587 # 75
Book: 7174
Page: 214



DES.#4250 F-6

DAYTONA HARLEY-DAVIDSON

DOUBLE FACE ILLUMINATED MONUMENT SIGNS SCALE: 1/2" = 1'-0"

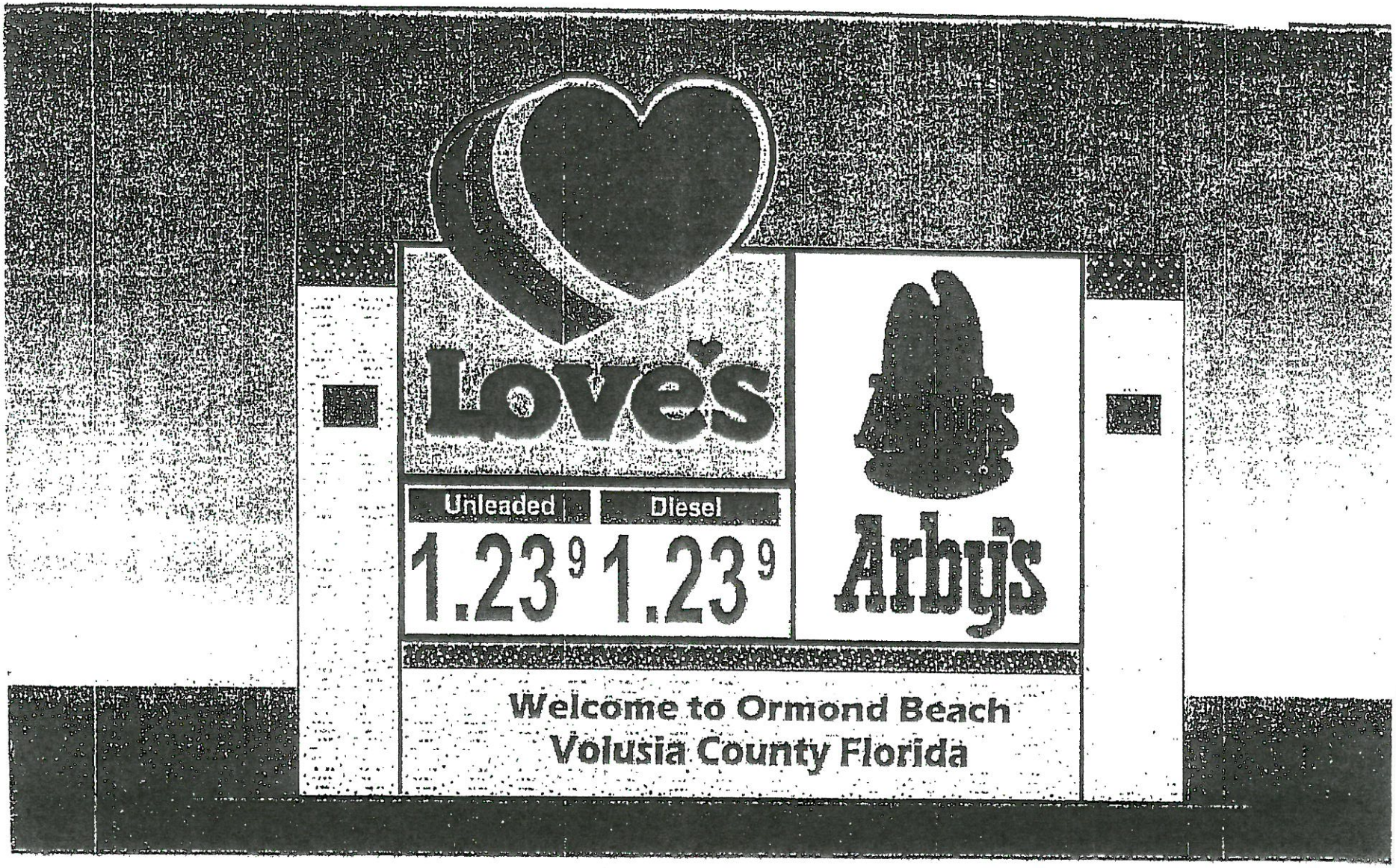
SIGN TYPE "1"

SIGN TYPE "2"

KENCO 2000, INC. SIGN & AWNING

Composite Exhibit "F" 2 of 12

Book: 5494
Page: 2060



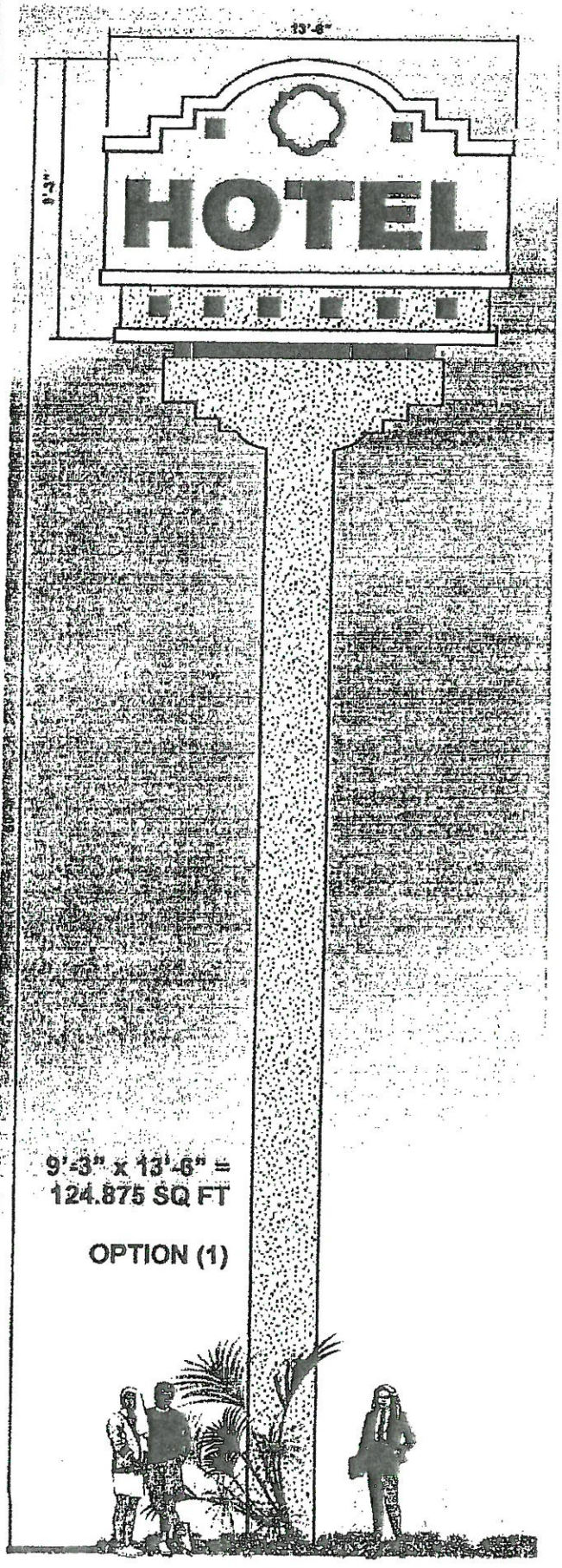
SIGN TYPE "3"

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"

Instrument# 2015-191587 # 76
Book: 7174
Page: 215

Instrument# 2015-191587 # 77
Book: 7174
Page: 216



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
CORELL

KENCO 2000, INC.
SIGN & AWNING

SIGN TYPE "4"

Composite Exhibit "F"

Instrument# 2015-191587 # 78
Book: 7174
Page: 217

ILLUSTRATION OMITTED

INTENTIONALLY. THERE

IS NOT TYPE "5" SIGN

Composite Exhibit "F" 5 of 12

Instrument# 2015-191587 # 79
Book: 7174
Page: 218

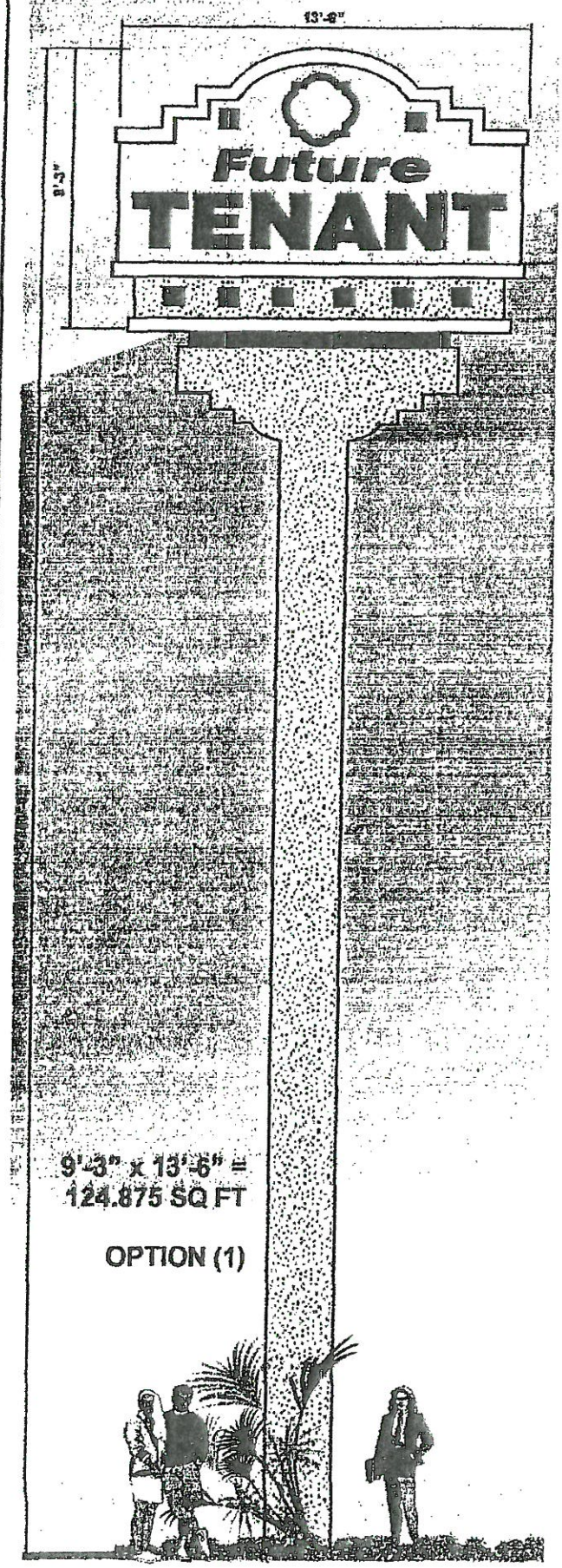
ILLUSTRATION OMITTED

INTENTIONALLY. THERE

IS NOT TYPE "5" SIGN

Composite Exhibit "F" 5 of 12

Instrument# 2015-191587 # 80
Book: 7174
Page: 219



SIGN TYPE "6"

DES.#4250 F-1

DATE: 02/17/04
DESIGNER: RICK Z
CHECKED BY:
1)
2)
3)
4)

SHEET 1 OF 1

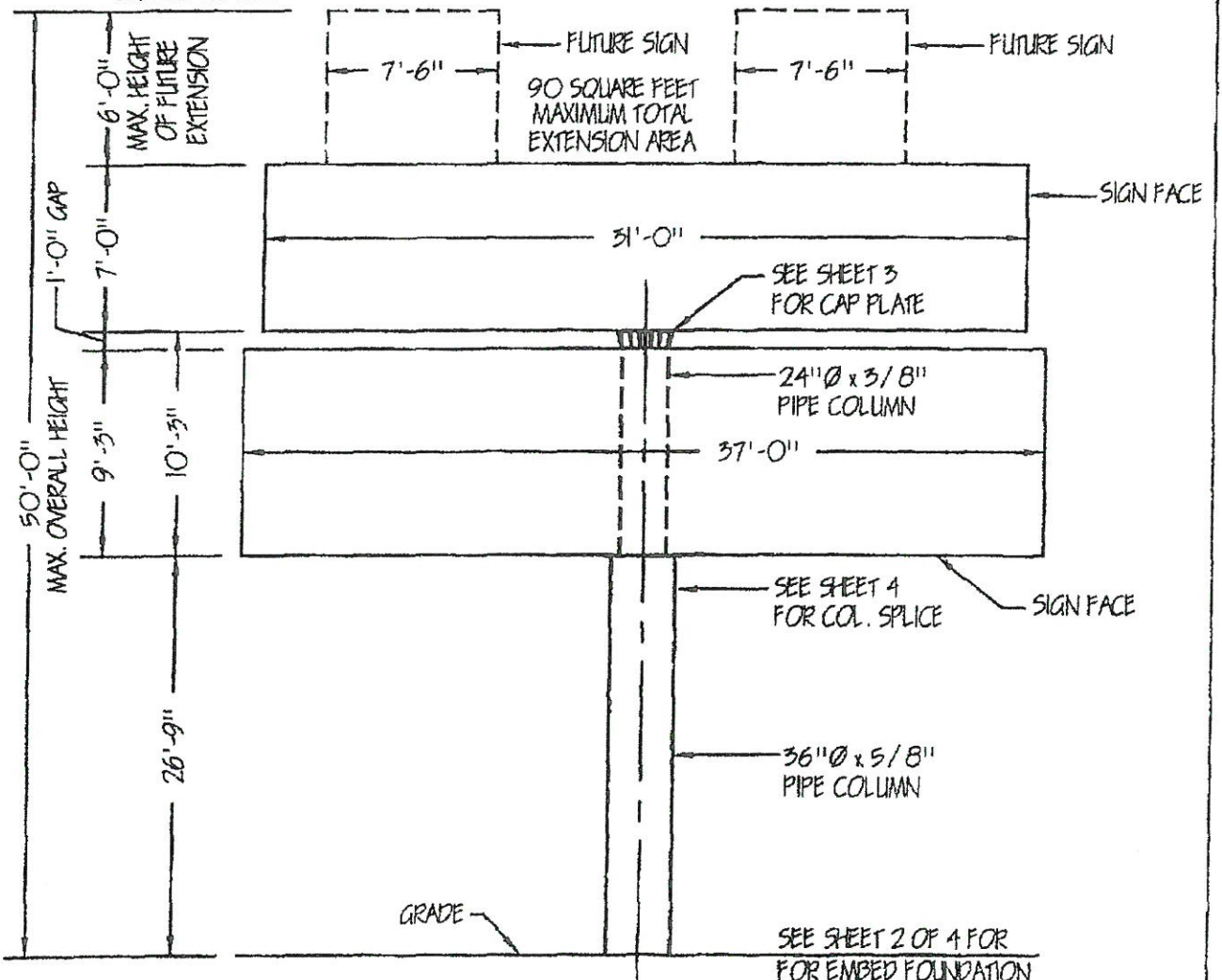
DAYTONA HARLEY DAVIDSON
I-95 / U.S. 1 LOCATION
ORMOND BEACH FL
4250 NOTED
RAYMOND WEBB
COREL9

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

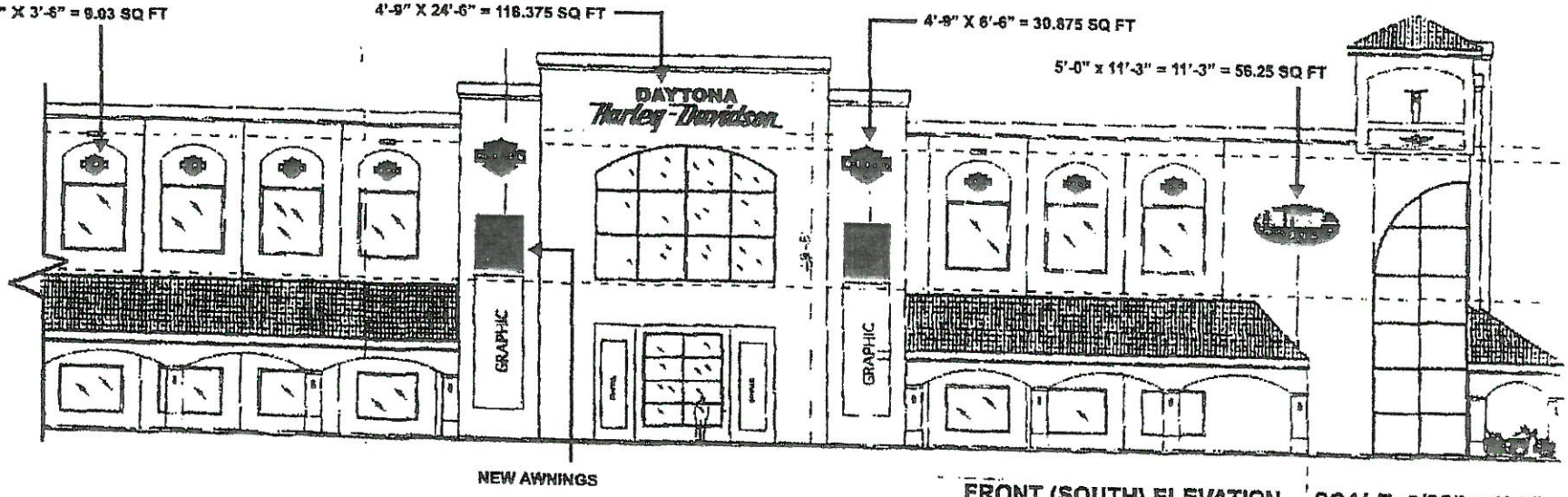
Copyright 2004 Bennett & Pless, Inc.
All Rights Reserved

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	

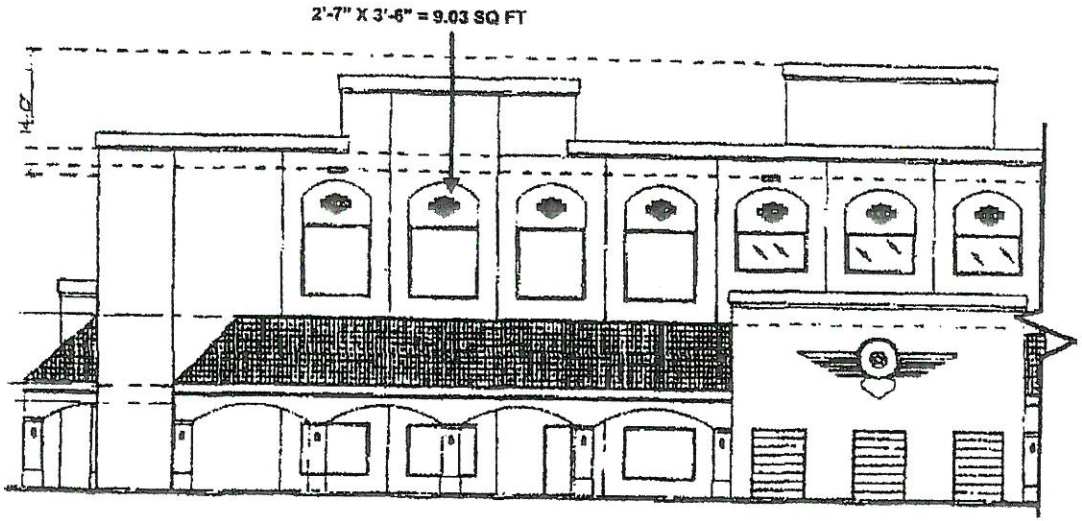
OFF-PREMISE SIGN TYPE "7"

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.

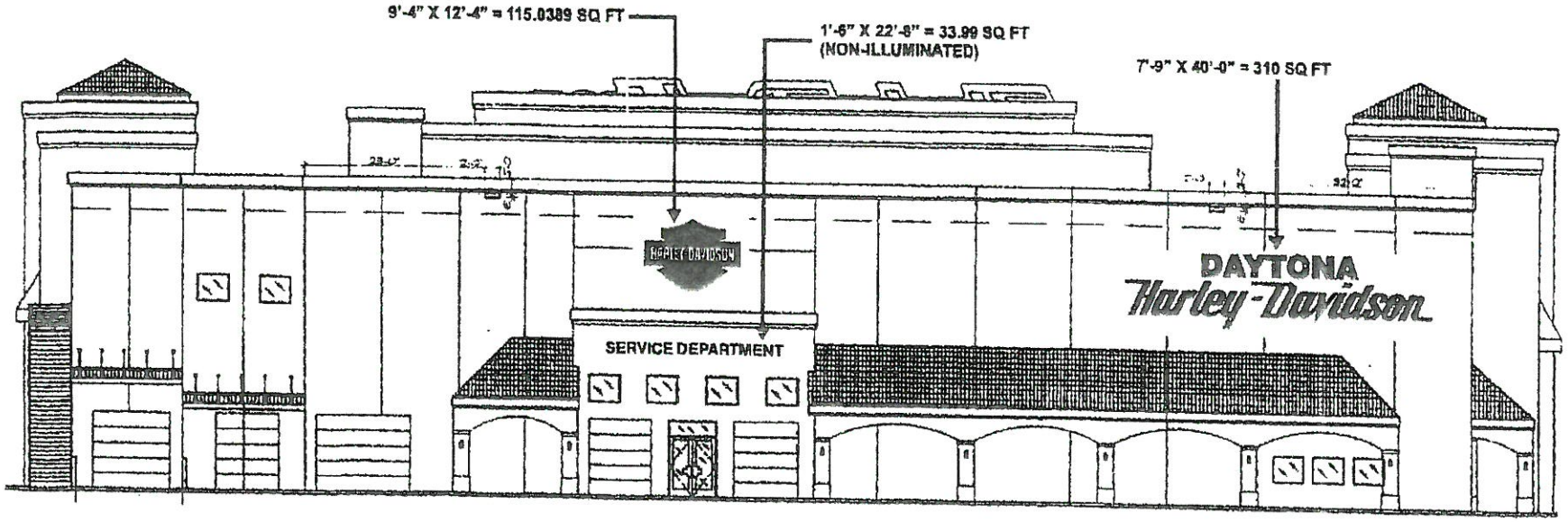
DES.#4250 F-8

DAYTONA
HARLEY-DAVIDSON

KENCO 2000, INC. SIGN & AWNING

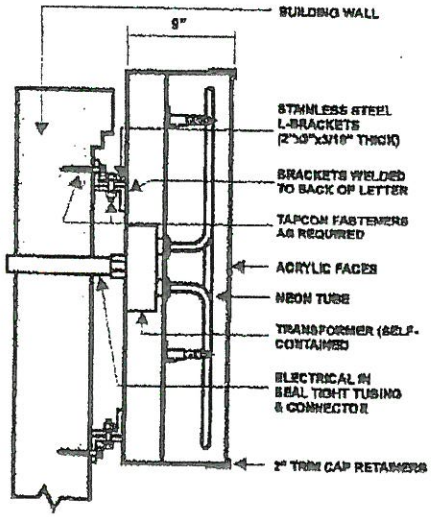
Book: 5494
Page: 2066

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

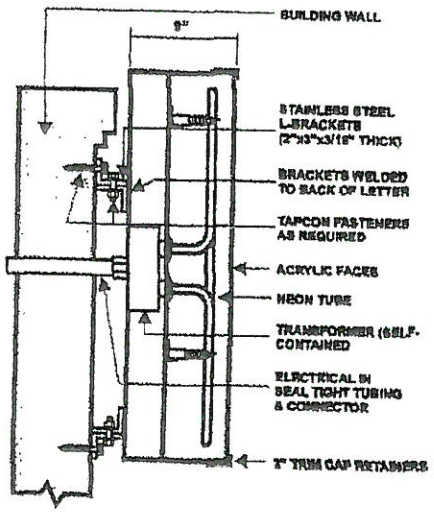
Book: 5494
Page: 2067

Instrument# 2015-191587 # 84
Book: 7174
Page: 223



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.

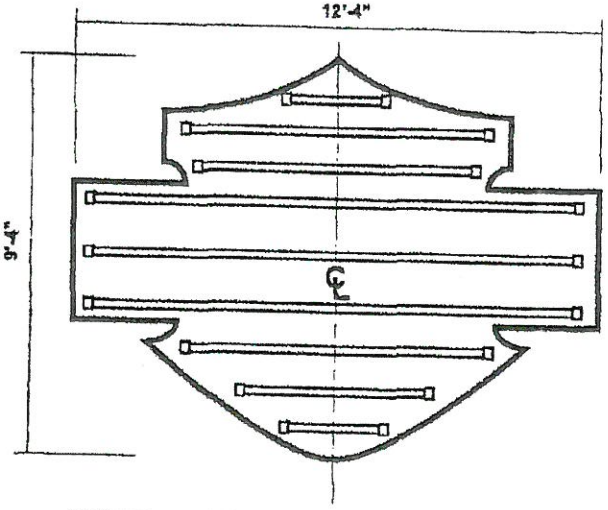
INTERNAL ILLUMINATION BY CW/HO FLUORESCENT LAMPS.

INSTALL ON BUILDING WALL AS SHOWN.

(2) TWO NEW NON-ILLUMINATED AWNINGS.

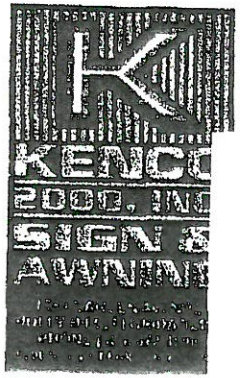
AWNINGS TO HAVE SQUARE TUBE ALUMINUM FRAMES W/ AWNING FABRIC STRETCHED & FASTENED TO FRAMEWORK.

(1) ONE NEW DOUBLE FACE ILLUMINATED PYLON SIGN. (SEE ATTACHED DRAWING FOR SPECIFICATIONS)



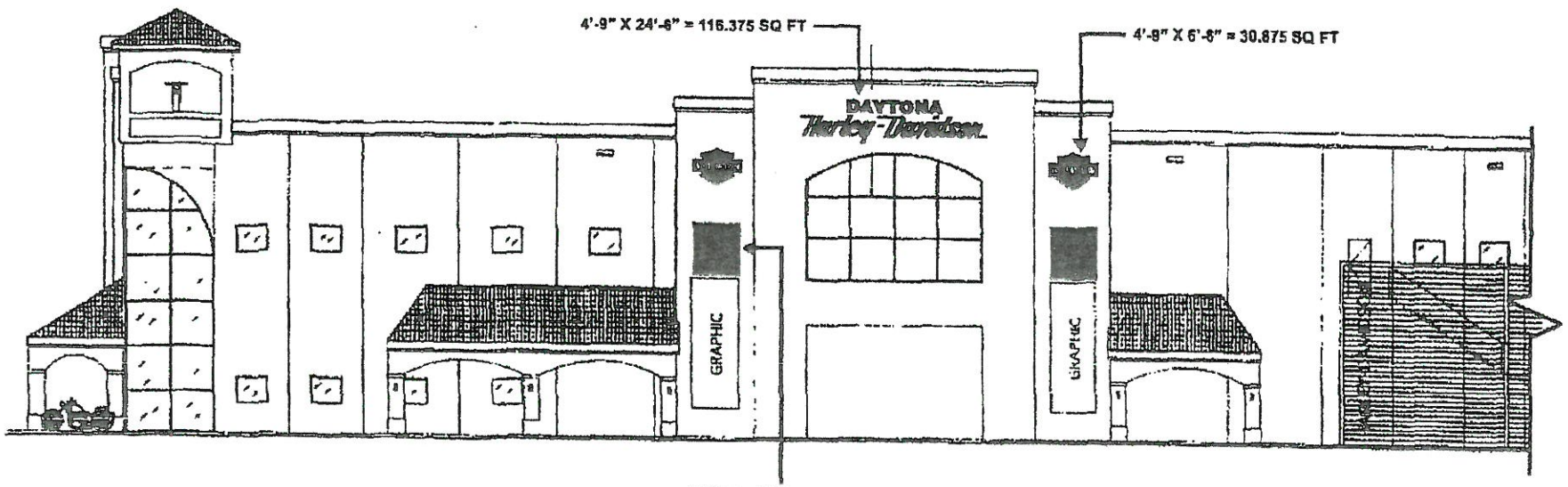
FLUORESCENT LAMP PLACEMENT - WALL LOGO SIGNS

DES.#4250 F-4
DAYTONA
HARLEY-DAVIDSON

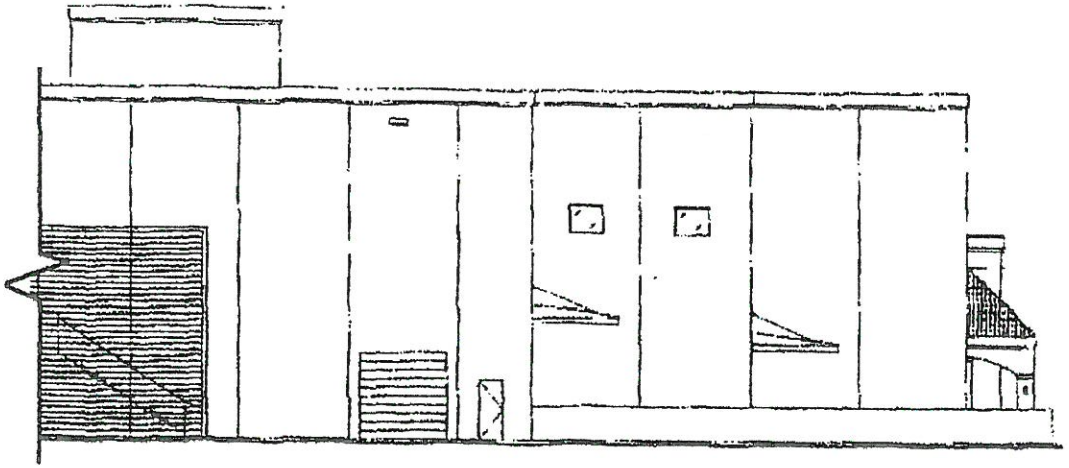


Book: 5494
Page: 2068

Instrument# 2015-191587 # 85
Book: 7174
Page: 224



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



Book: 5494
Page: 2069

Instrument# 2015-191587 # 86
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.

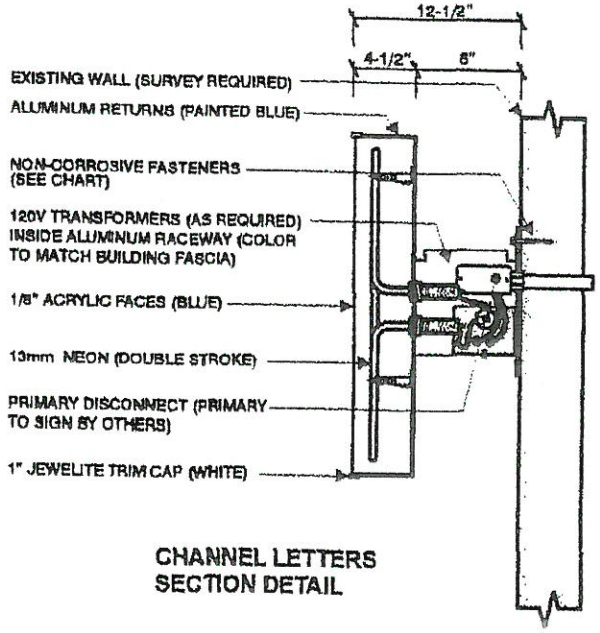
LETTERS TO BE MOUNTED ON ALUMINUM RACEWAY FINISH TO MATCH BUILDING.

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 1026 of 1656

Book: 5494
Page: 2070

Instrument# 2015-191587 # 87
Book: 7174
Page: 226

EXHIBIT "G"

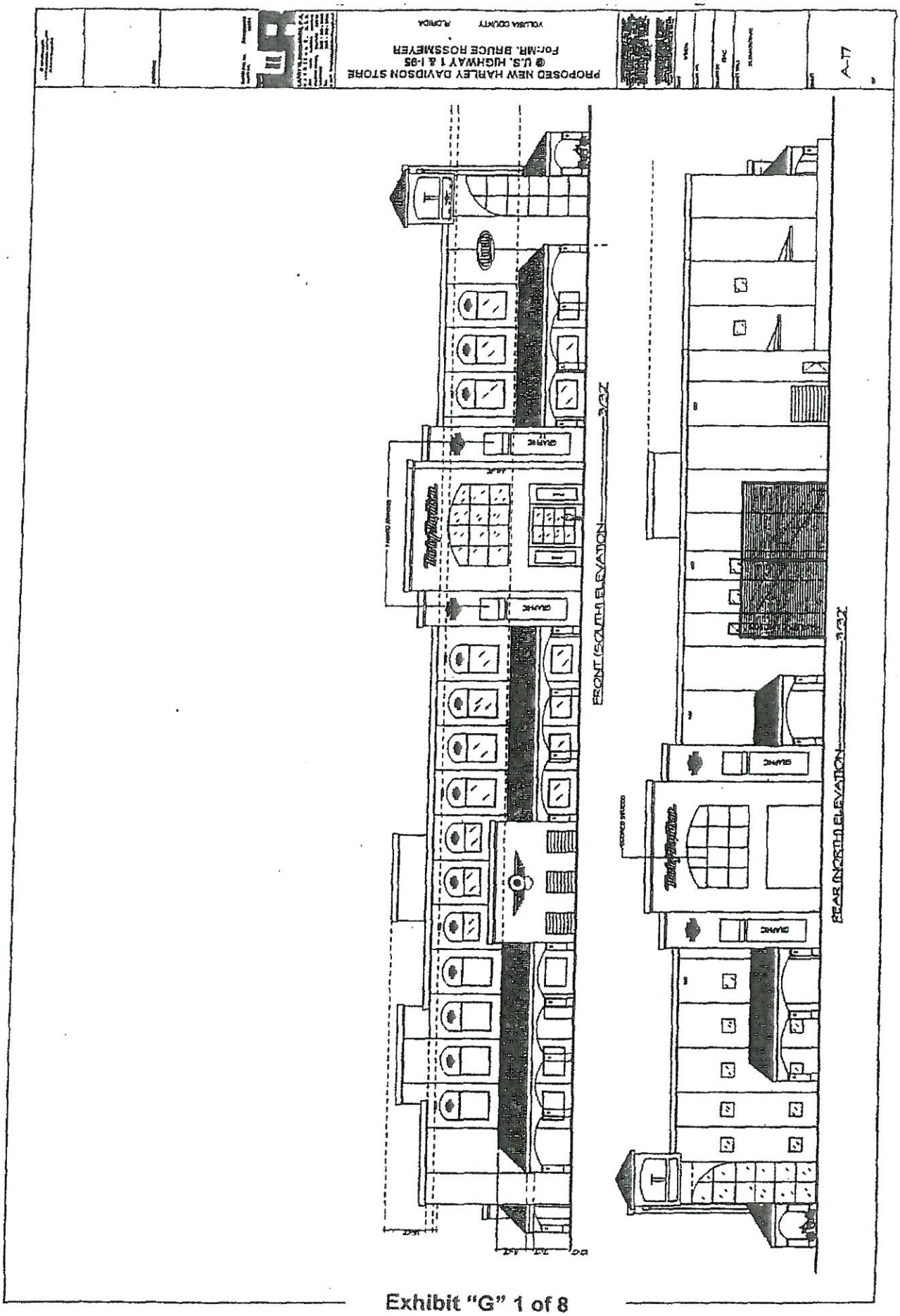
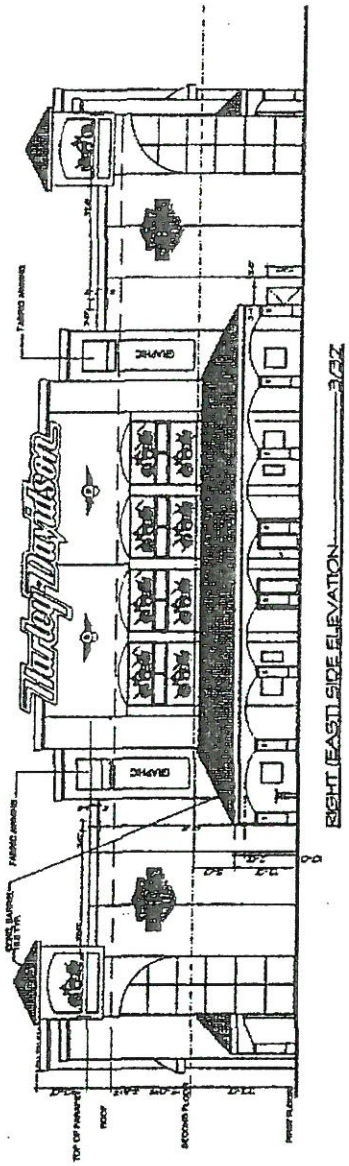


Exhibit "G" 1 of 8

PROPOSED NEW HARLEY DAVIDSON STORE
@ U.S. HIGHWAY 1 & I-95
For:MR. BRUCE ROSSMEYER
VOLUSIA COUNTY FLORIDA

A-16



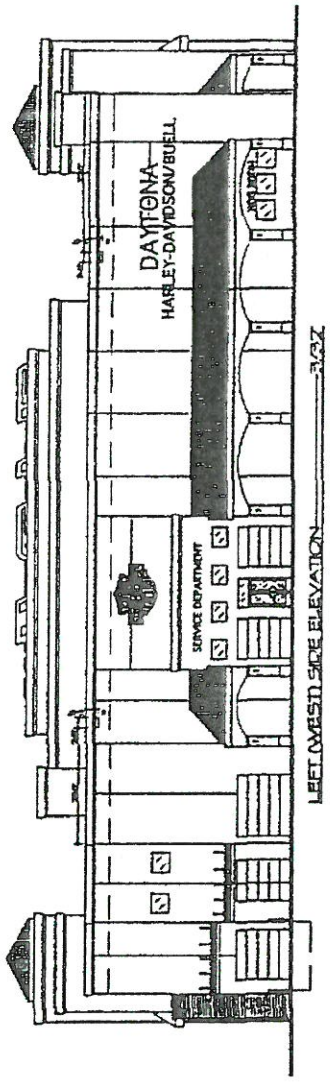
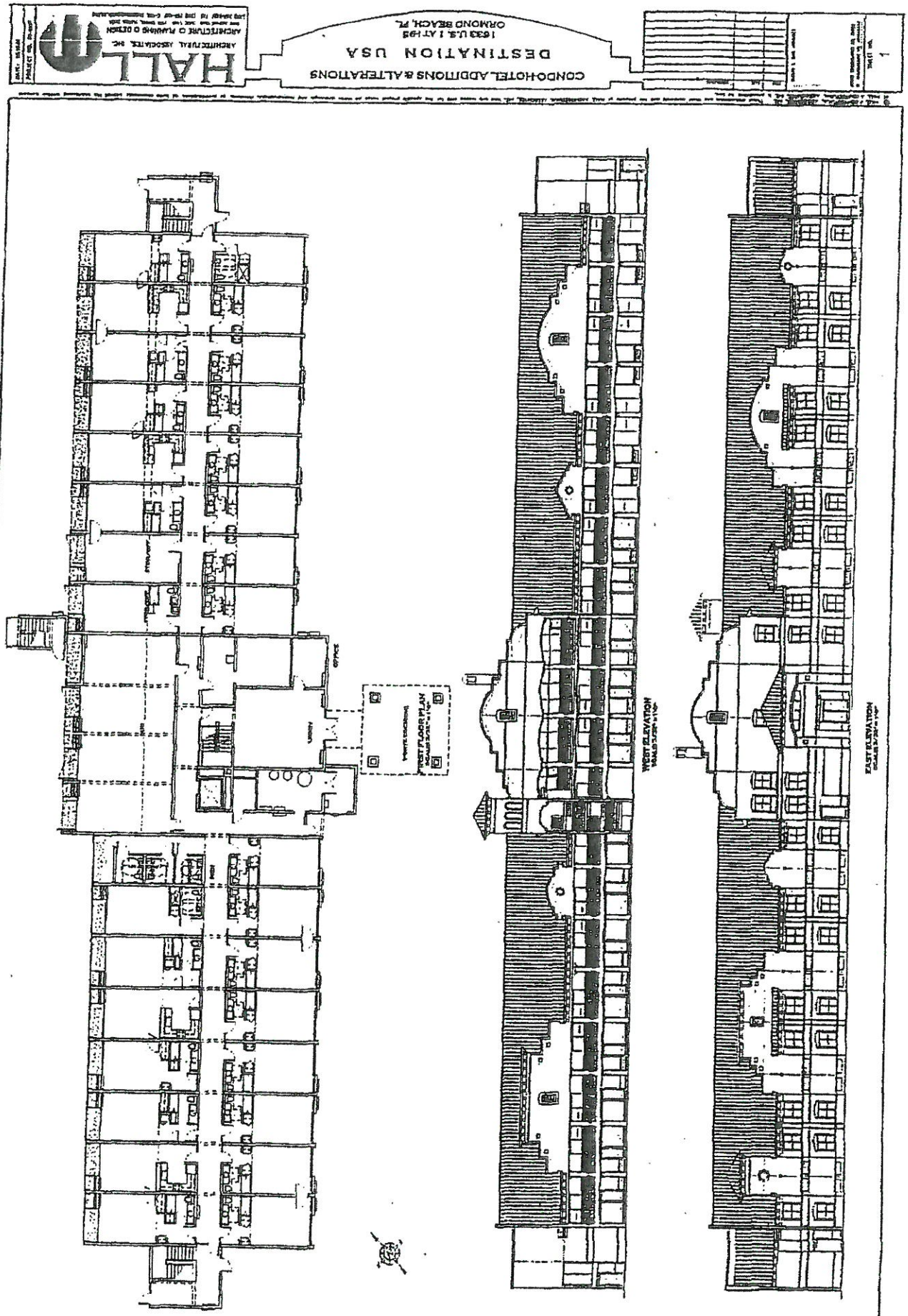


Exhibit "G" 2 of 8


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

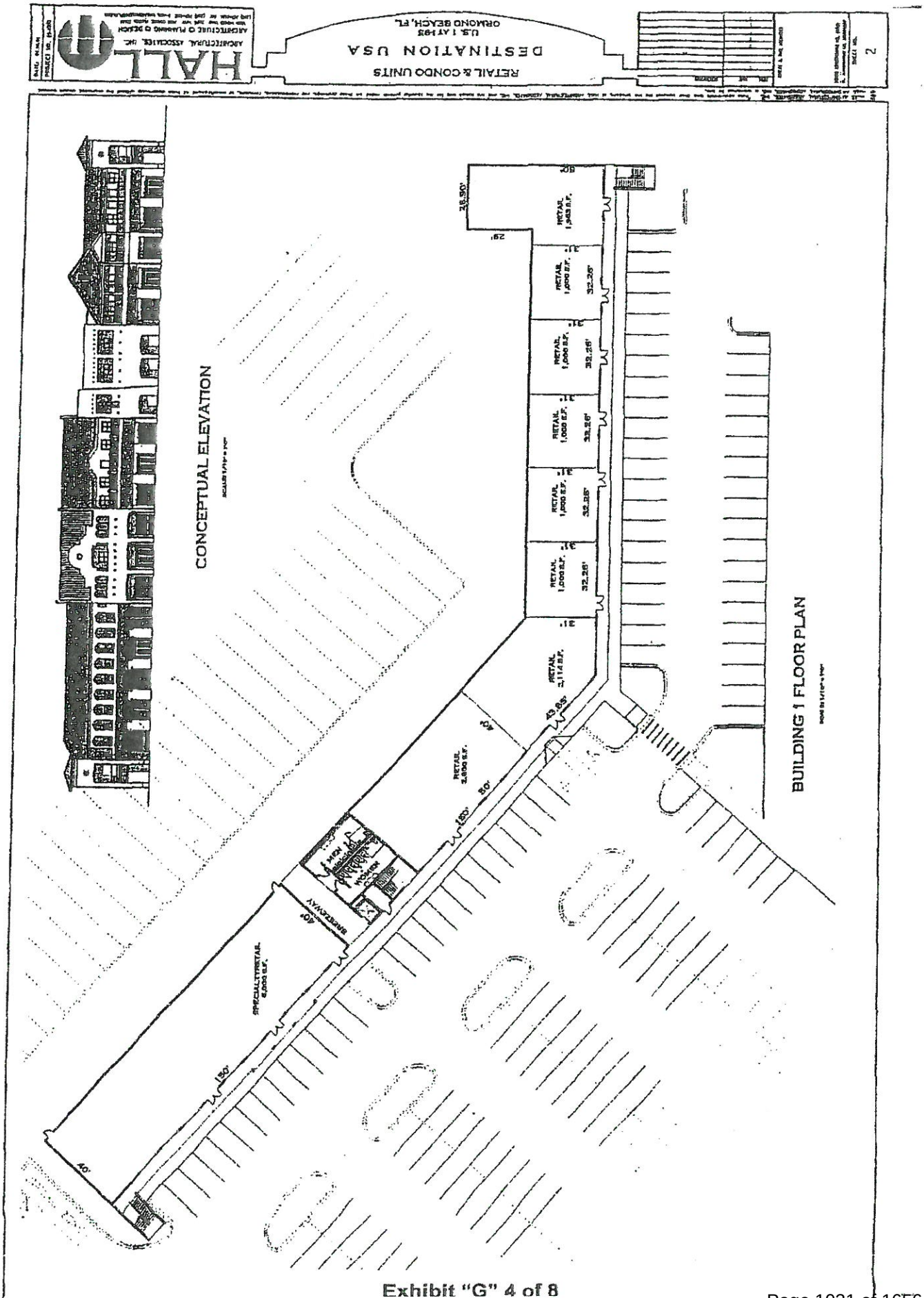
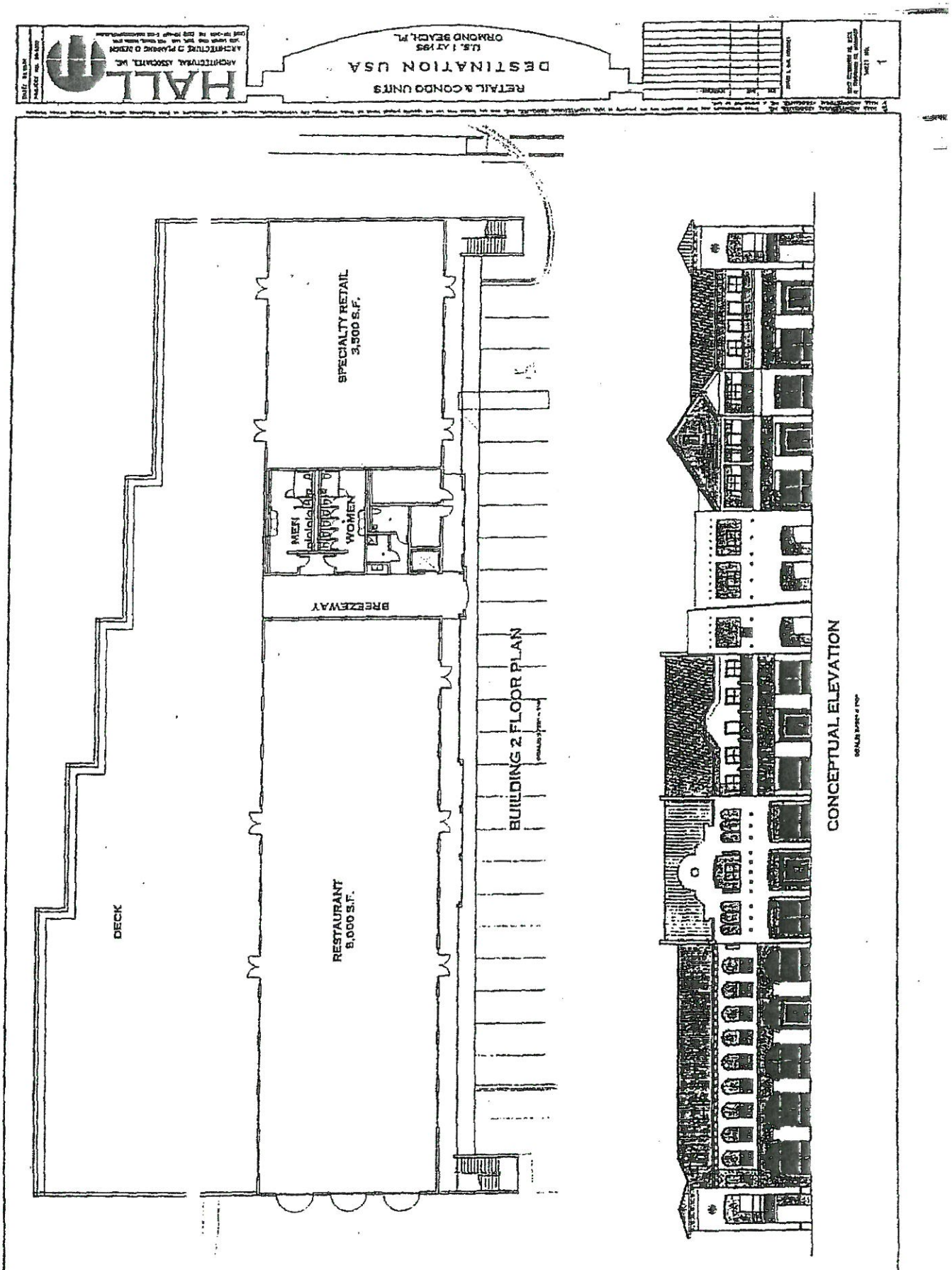
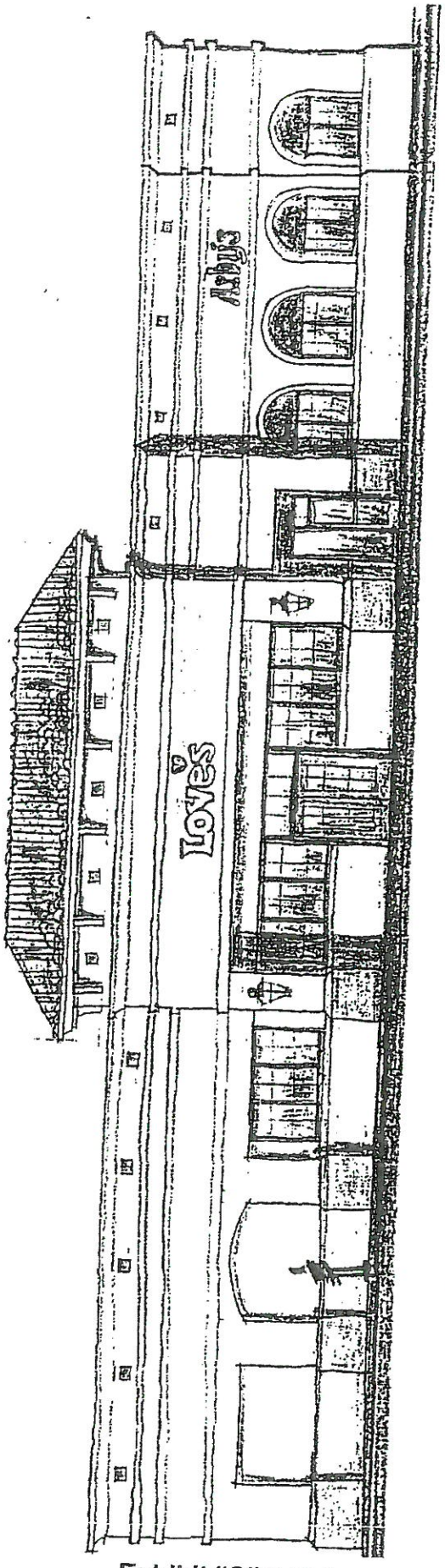


Exhibit "G" 4 of 8

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

Instrument# 2015-191587 # 94
Book: 7174
Page: 233

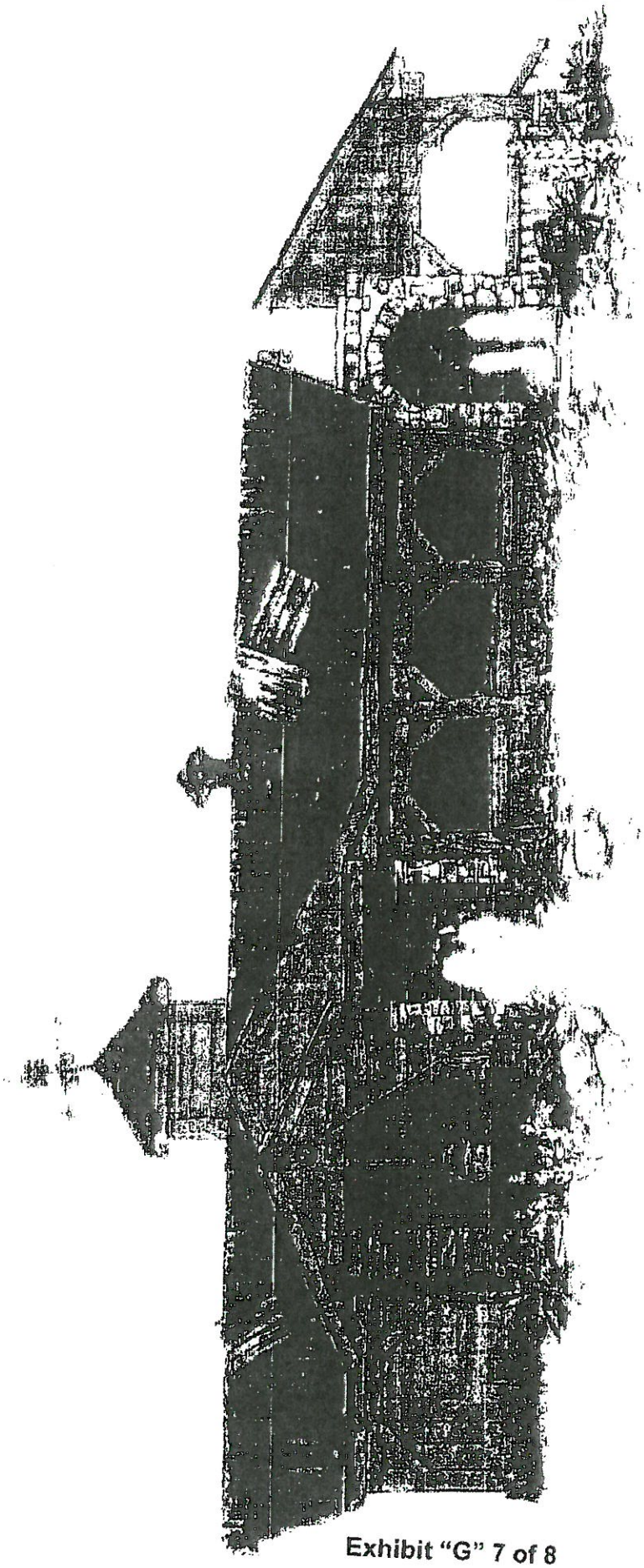


Exhibit "G" 7 of 8

Instrument# 2015-191587 # 95
Book: 7174
Page: 234

Page: 2079
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit "G" 8 of 8

Instrument# 2015-191587 # 96
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:

Signature Tammie J. Radikopf

Signature Cara S. Colliver

HAVING FUN II, LLC a Florida limited liability company

By: _____

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 Greg Love 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 CANADIAN COUNTY STATE OF OKLAHOMA

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.: _____

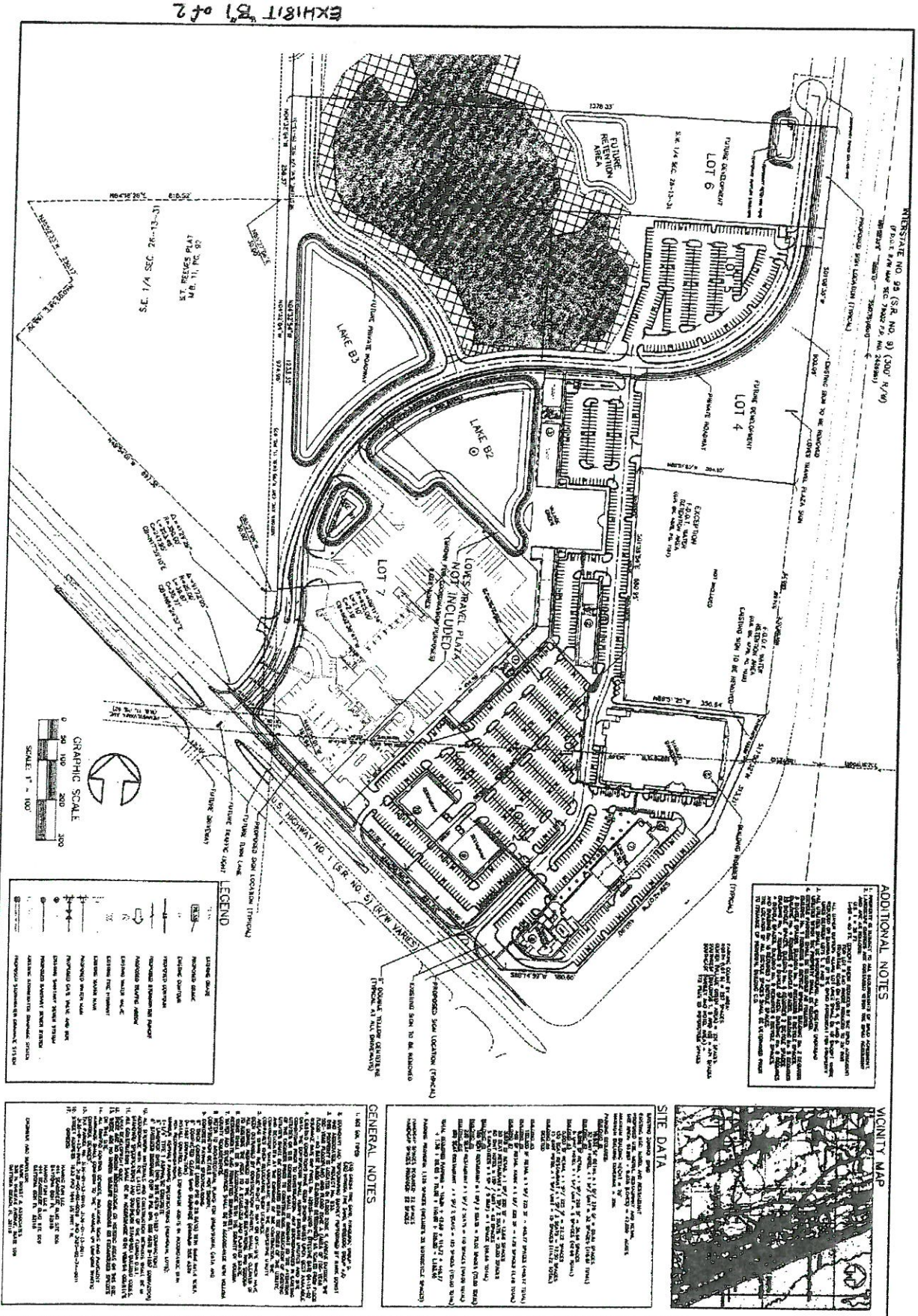
Carla S Bell
My Commission DD176777
Expires January 09, 2007

Best Available Image

Instrument# 2015-191587 # 106
Book: 7174
Page: 245

EXHIBIT "B" of 2

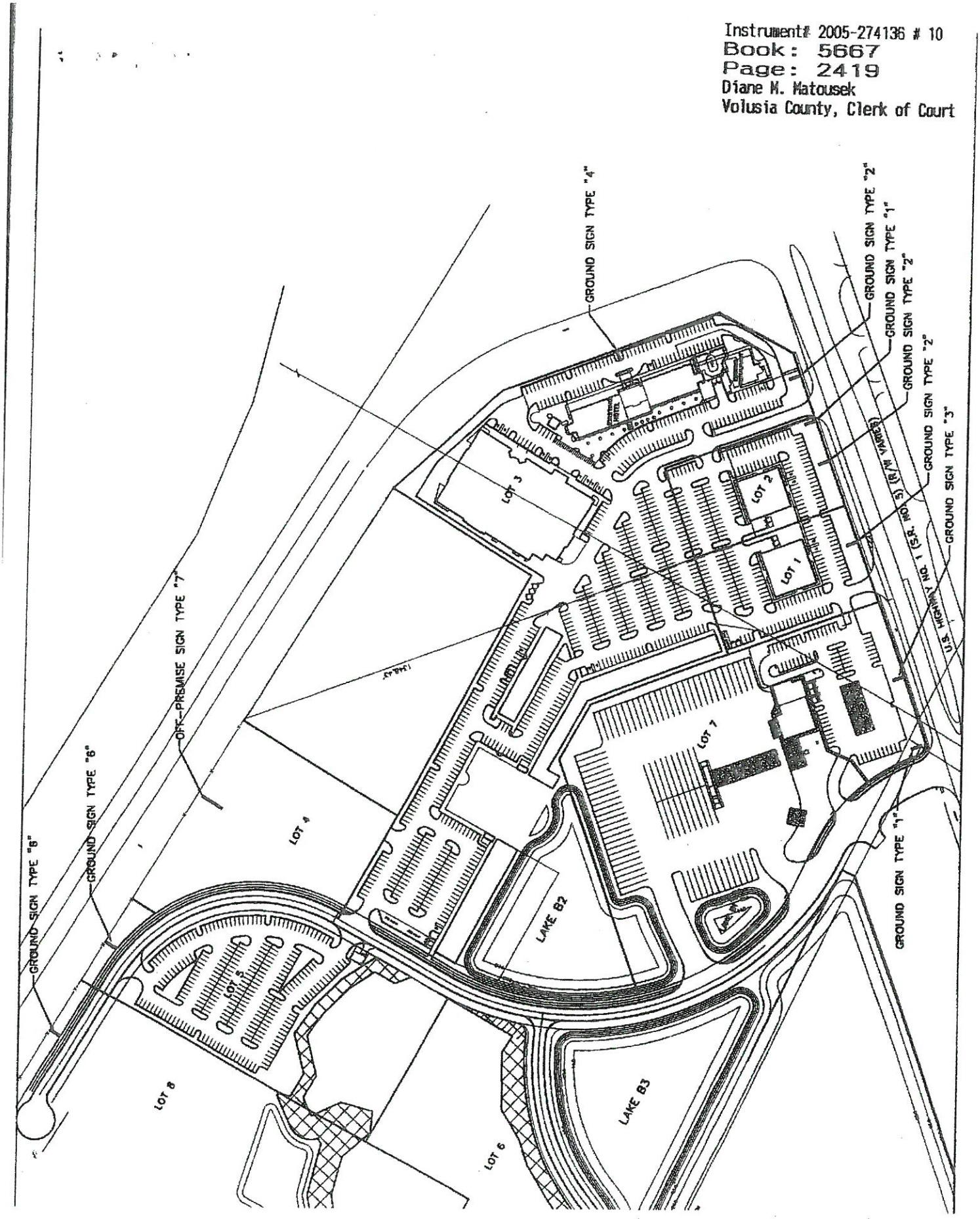
Instrument# 2005-274136 # 9
Book: 5667
Page: 2418



Instrument# 2015-191587 # 107
Book: 7174
Page: 246

Best Available Image

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 20ND 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
Book: 7174
Page: 248

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

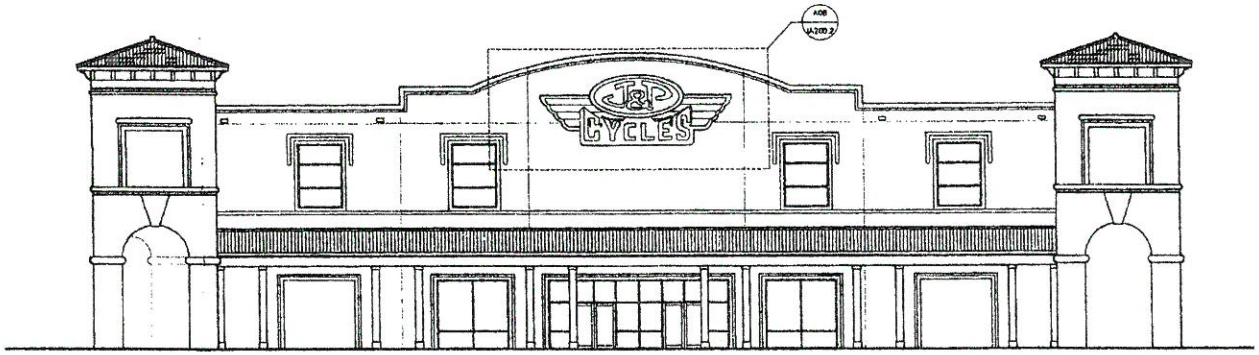
ALSO KNOWN AS

A portion of Section 25, Township 13 South, Range 31, Volusia County, Florida, described as follows:

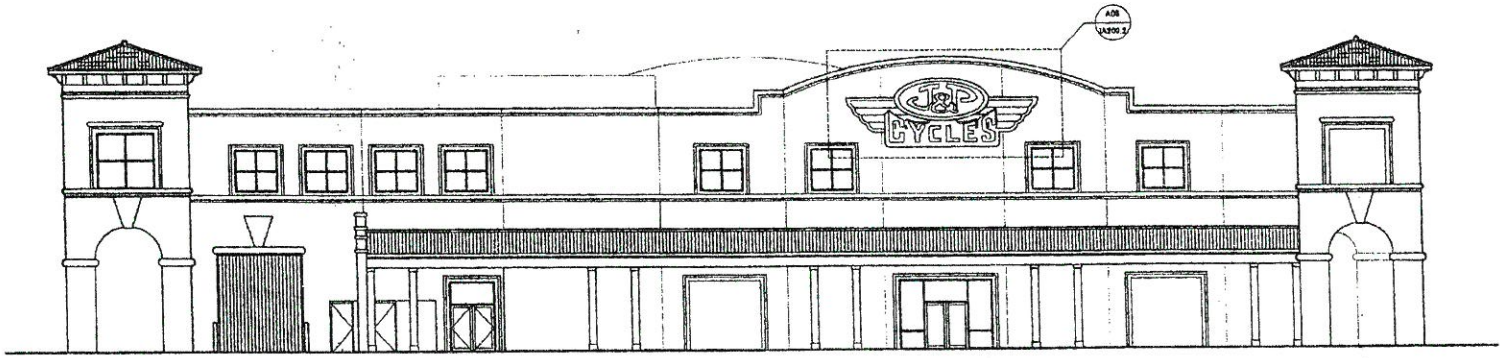
From the Southeast corner of said Section 25 as the Point of Reference, run North 04 degrees 32 minutes 54 seconds West along the East line of said Section 25, a distance of 2.54 feet to the Northeasterly right of way line of U.S. Highway No. 1 (S.R. No. 5); thence continue North 04 degrees 32 minutes 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 1383.84 feet to the West right of way line of Interstate 95 (S.R. No. 9); thence South 01 degrees 08 minutes 15 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 15 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 29 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 533.36 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	01.10.07
8	Issue for Construction	06.20.06
3	Issue for Contractor Review	09.01.05

Project
J&P Cycles
Destination Daytona
Ormond Beach, FL

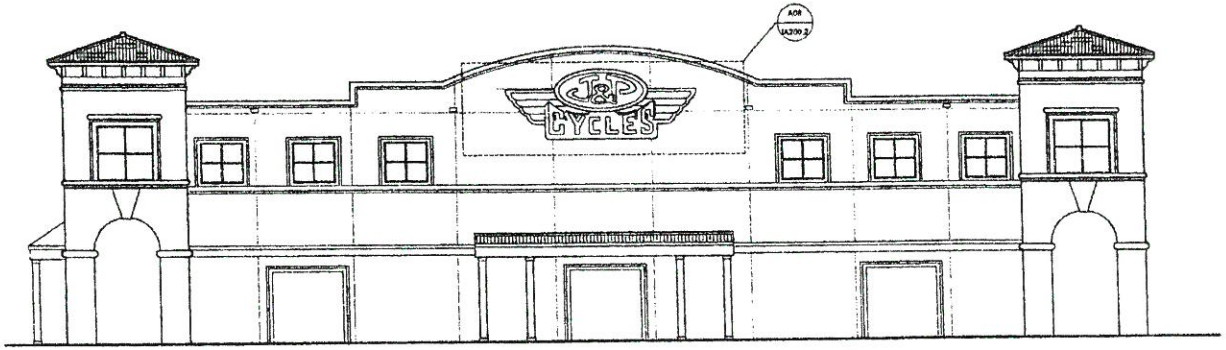
Drawing Title
Exterior Elevations - Signage

DRAWN	JGK	PROJECT# 05033.00	SHEET #
PAPM	AM	REVIEWED	IA200.1
PRINCIPAL	WW	DATE 07.19.06	

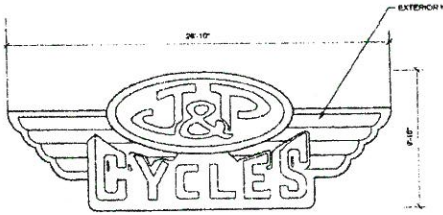
Instrument# 2007-011045 # 6
Book: 5990
Page: 2477



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
6	Issue for Permit	01.16.0
5	Issue for Construction	08.20.0
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# 0606.00	SHEET #
PM/PM	PM	REVIEWED	IA200.2
PRINCIPAL	SW	DATE 10.15.06	

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

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 # 115
Book: 7174
Page: 254

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

Instrument# 2015-191587 # 121
Book: 7174
Page: 260

Instrument# 2007-157573 # 5
Book: 6092
Page: 427

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

Instrument# 2015-191587 # 122
Book: 7174
Page: 261

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.

Instrument# 2015-191587 # 123
Book: 7174
Page: 262

Instrument# 2007-157573 # 7
Book: 6092
Page: 429

EXHIBIT "B", 1 of 2
LOVE'S/HAVING FUN BPUD MASTER DEVELOPMENT PLAN

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Instrument# 2015-191587 # 124
Book: 7174
Page: 263

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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Instrument# 2015-191587 # 125
Book: 7174
Page: 264

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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Instrument# 2015-191587 # 126
Book: 7174
Page: 265

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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Instrument# 2015-191587 # 127
Book: 7174
Page: 266

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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Instrument# 2015-191587 # 128
Book: 7174
Page: 267

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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Instrument# 2015-191587 # 129
Book: 7174
Page: 268

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

Best Available Imag

Instrument# 2015-191587 # 130
Book: 7174
Page: 269

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.

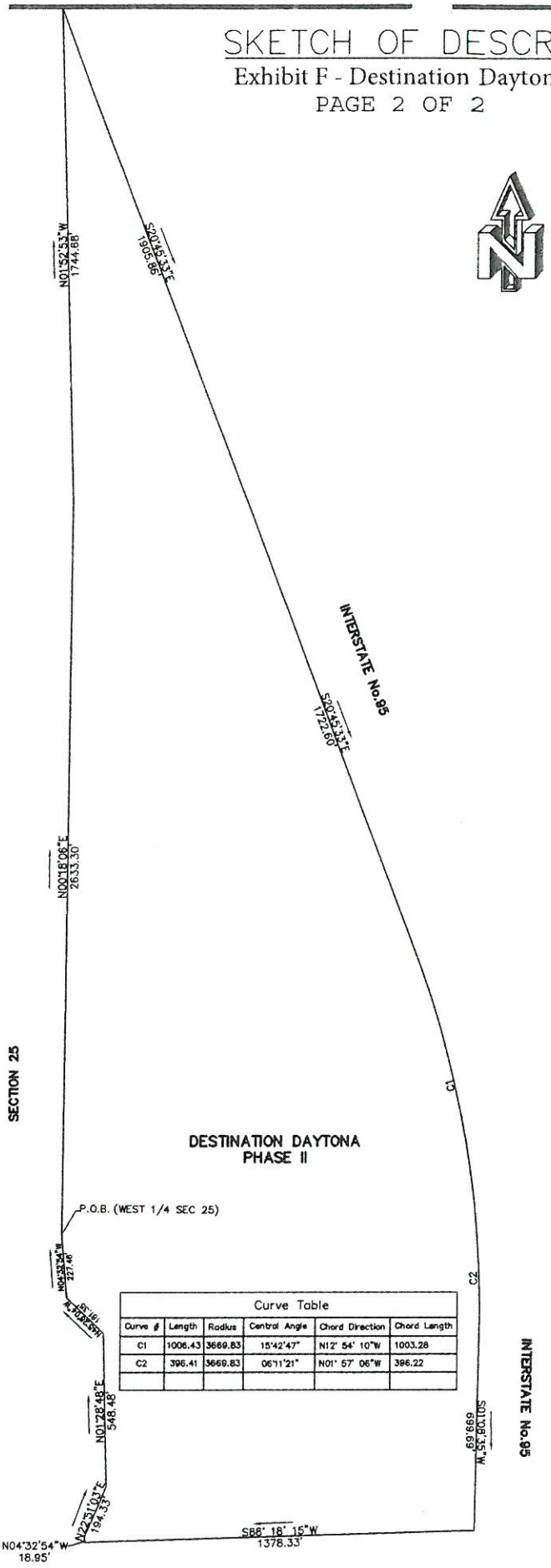
B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant, Florida Motorcycle School, LLC, and The Daytona RV Center,

Instrument# 2015-191587 # 131
Book: 7174
Page: 270

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

Instrument# 2015-191587 # 132
Book: 7174
Page: 271

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

Instrument# 2015-191587 # 133
Book: 7174
Page: 272

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

Instrument# 2015-191587 # 134
Book: 7174
Page: 273

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]

Instrument# 2015-191587 # 135
Book: 7174
Page: 274

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:
_____
Commission No.:_____
My Commission Expires:_____

TAMMY J. LUCAS
Notary Public, State of Florida
My Comm. Expires July 24, 2017
Commission No. FF 17622

[Remainder of this page intentionally left blank]

Instrument# 2015-191587 # 136
Book: 7174
Page: 275

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]

Instrument# 2015-191587 # 137
Book: 7174
Page: 276

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.

Instrument# 2015-191587 # 139
Book: 7174
Page: 278

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.

Instrument# 2015-191587 # 140
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

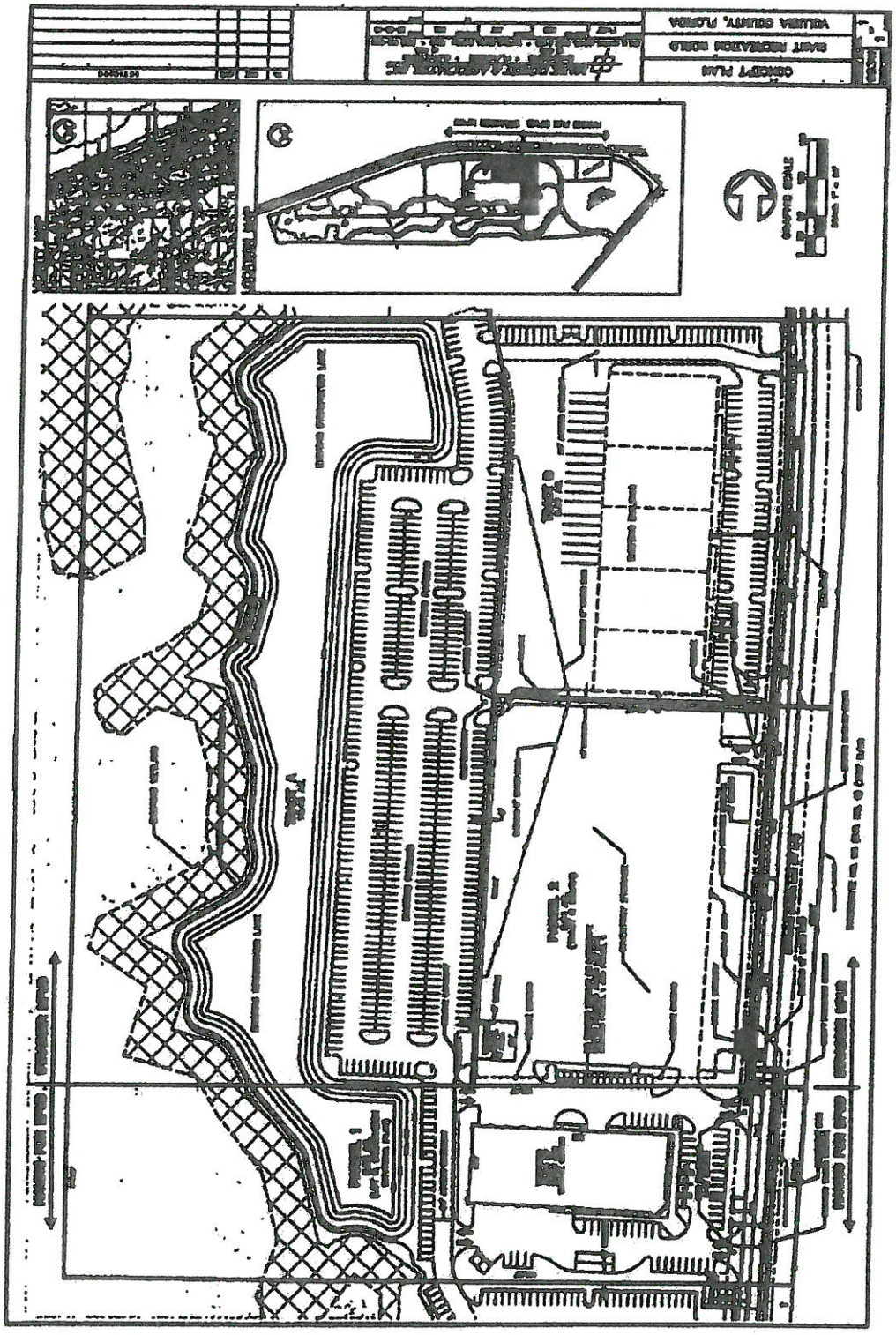
WHEREAS, this amendment affects only Lots 2, 3 and 5, hereinafter referred to as the "Property"; and

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

Instrument# 2015-191587 # 141
Book: 7174
Page: 280

Instrument# 2014-075499 # 13
Book: 6983
Page: 2589
Diane M. Matousek
Volusia County, Clerk of Court

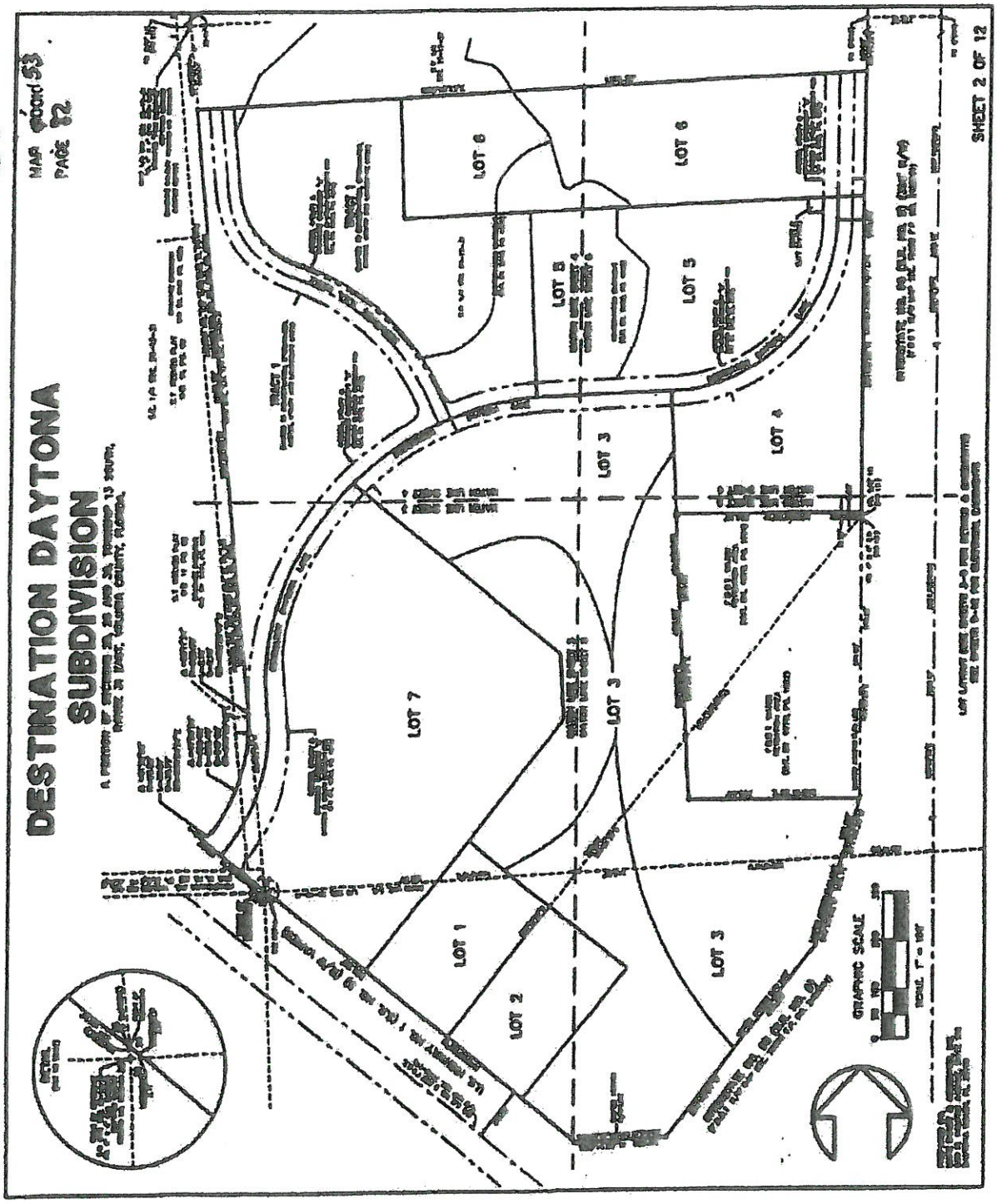
Exhibit "C"



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 Apr. 20 14 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

Instrument# 2015-191587 # 145
Book: 7174
Page: 284

Instrument# 2014-075499 # 9
Book: 6983
Page: 2585

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
Page: 285

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.

Instrument# 2015-191587 # 147
Book: 7174
Page: 286

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.

Instrument# 2015-191587 # 148
Book: 7174
Page: 287

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,

Instrument# 2015-191587 # 149
Book: 7174
Page: 288

Instrument# 2014-075499 # 5
Book: 6983
Page: 2581

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.

Instrument# 2015-191587 # 150
Book: 7174
Page: 289

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

Instrument# 2015-191587 # 151
Book: 7174
Page: 290

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

Instrument# 2015-191587 # 152
Book: 7174
Page: 291

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

Instrument# 2015-191587 # 153
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
Page: 296

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.~~

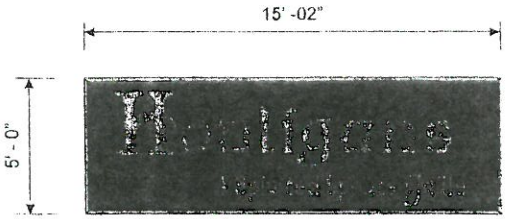
~~1. Minimum lot size One Acre~~

~~2. Minimum yard size (building) [1]:~~

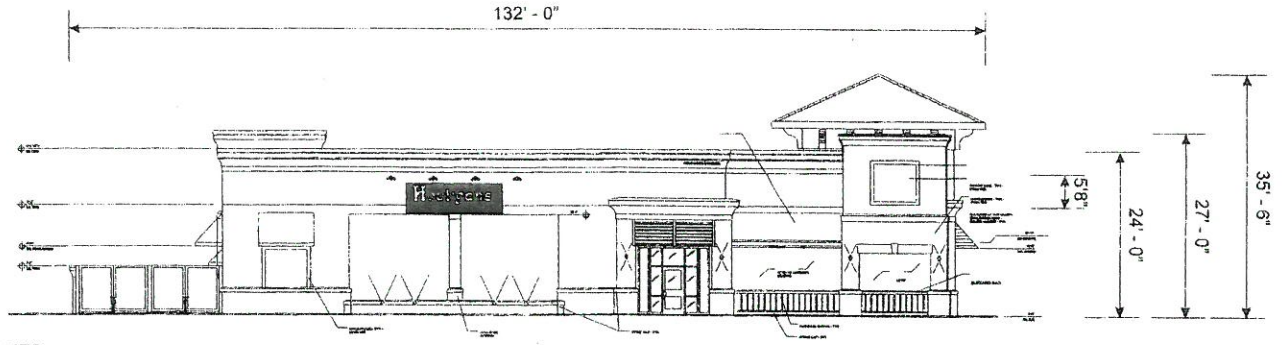
~~[1] The setbacks listed are for general purposes. In the event of a conflict between a setback listed above or a lesser setback or buffer shown by the Master Plan, the Master Plan shall control. The listed setbacks may be diminished by the Master Plan and the setbacks illustrated by the Master Plan.~~

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 & CLEATON
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

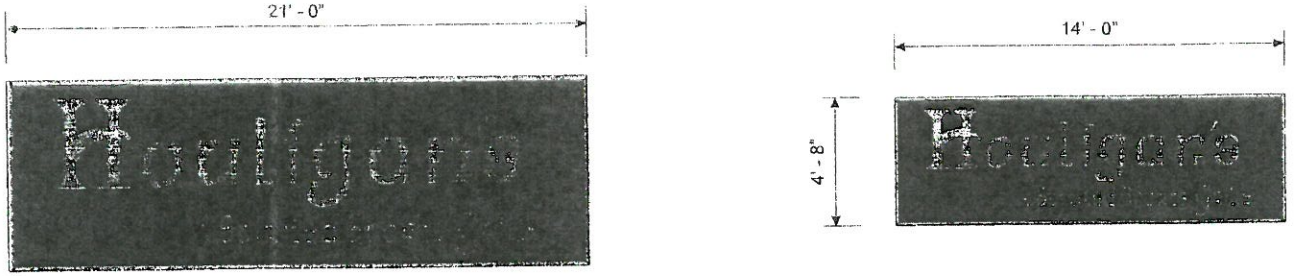
This original design (except registered or existing trademarks) is the property of Universal Sign Manufacturing, and may not be reproduced or copied in part or in whole without the written permission of Universal Sign Manufacturing.

Adequate primary electrical disconnect, conduits and physical hook up to signs and message centers to be the responsibility of the customer.

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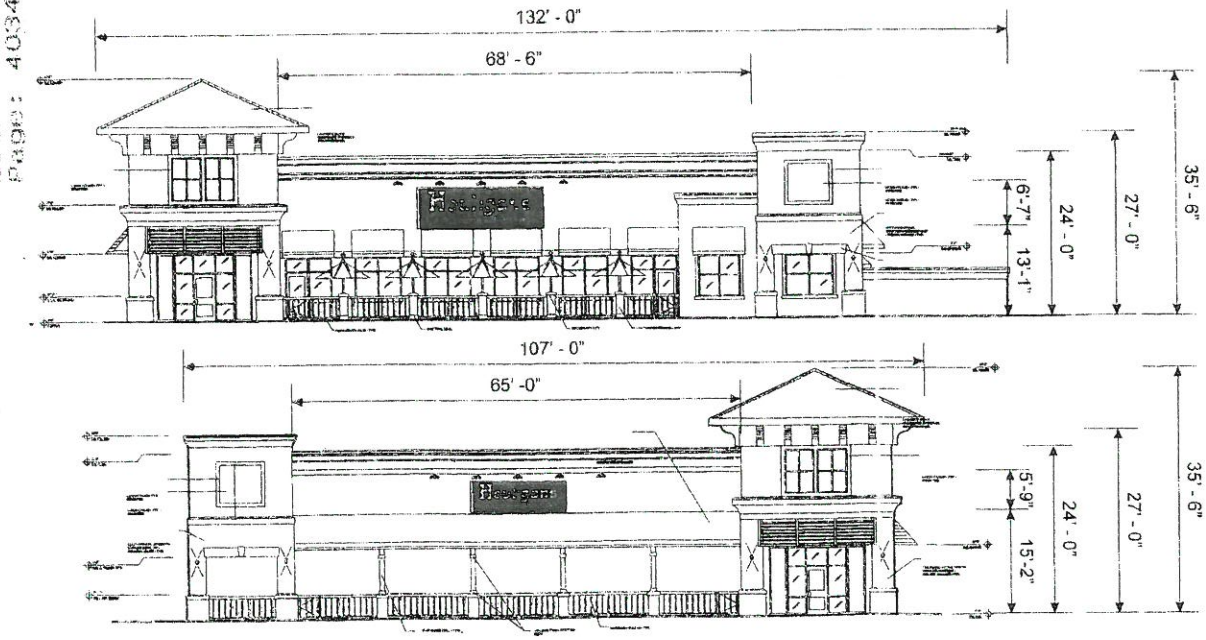
Instrument# 2015-191587 # 160
Book: 7174
Page: 299

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

USM
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:\HHouligans\HG_FACES_APR27.CDR

REVISIONS:	DATE:	BY:

DESIGN CODE

ENGINEER INFORMATION

ENGINEER INFORMATION
NAME: DAVIS & CLEATON
ADDRESS
PHONE: 386-738-7475
STATE
REG No. 35815
STRUCTURAL ONLY

I certify that to the best of my knowledge, the sign structure and foundation design meets or exceeds code requirements for 120 MPH windload

This original design (except revisions or existing information) is the property of Universal Sign Manufacturing, and may not be reproduced or used in part or in whole without the written permission of Universal Sign Manufacturing

Adequate primary electrical grounding, conduits and physical hook up to signs and message centers to be the responsibility of the customer

Instrument# 2008-093016 # 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

Instrument# 2008-073316 # 2
Book: 6216
Page: 4032

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

By: Charles L Strasser

Charles L. Strasser , Manager

Date: 11-15-07

Nancy Hammond

Marcia Polinz

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
Page: 303

04/10/2008 11:50 AM
Instrument# 2008-073316 # 1
Book: 6216
Page: 4031

MINOR AMENDMENT TO RESOLUTION NO 2004-100

Original

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.

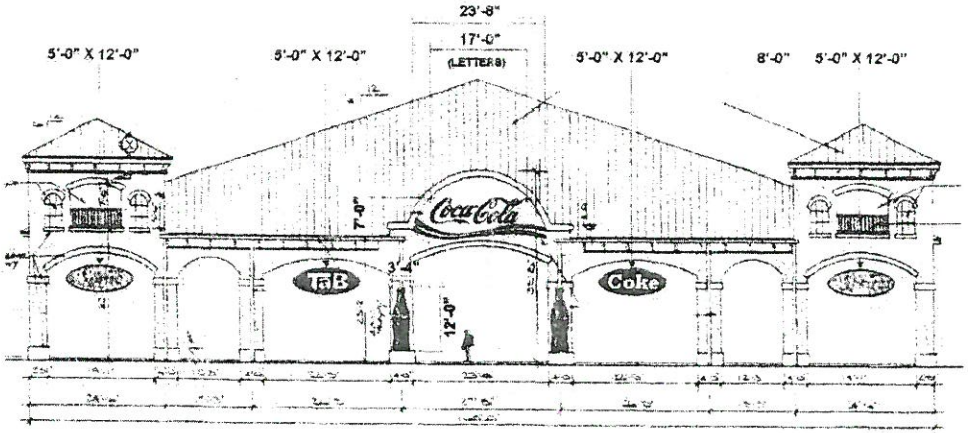
3. Remaining Terms. Except as provided in this Amendment all other terms of the Love's/Having Fun BPUD shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Minor Amendment as of the year and day first written above.

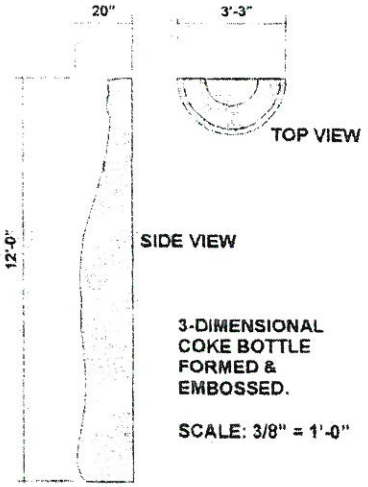
Prepared By: Strasser Development
Return To: Charles Wayne Construction Services
444 Seabreeze Blvd
Suite 100
Daytona Beach FL 32118

Instrument# 2015-191587 # 165
Book: 7174
Page: 304

Instrument# 2007-157573 # 14
Book: 6092
Page: 436
Diane H. Matousek
Volusia County, Clerk of Court

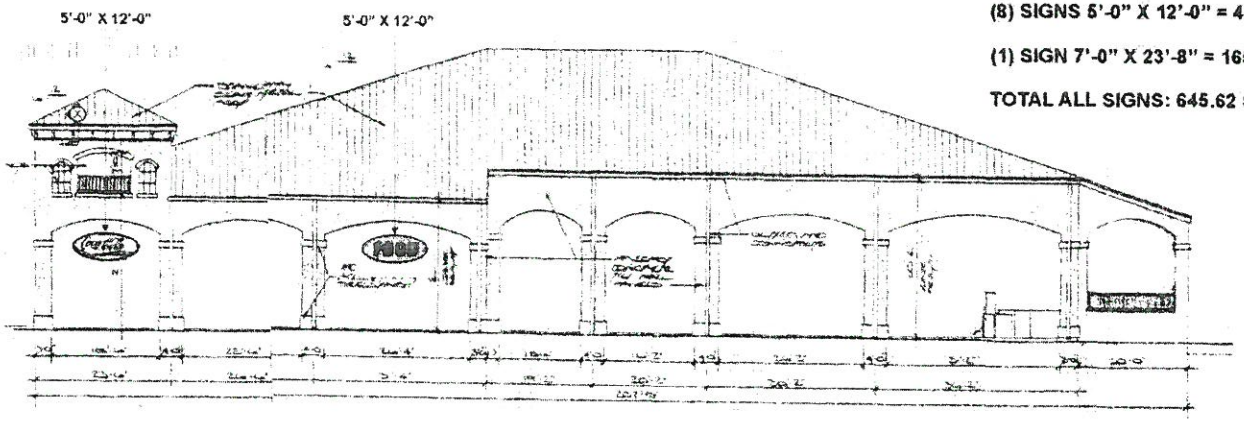


FRONT ELEVATION SCALE: 1/16" = 1'-0"



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

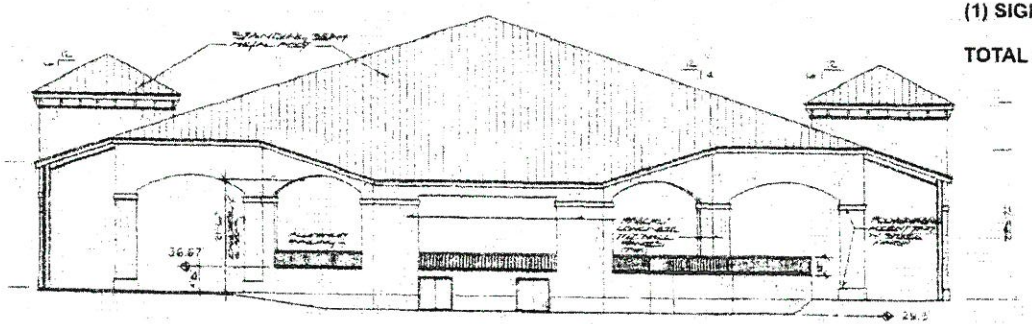
Instrument# 2015-191587 # 166
Book: 7174
Page: 305

Instrument# 2007-157573 # 13
Book: 6092
Page: 435

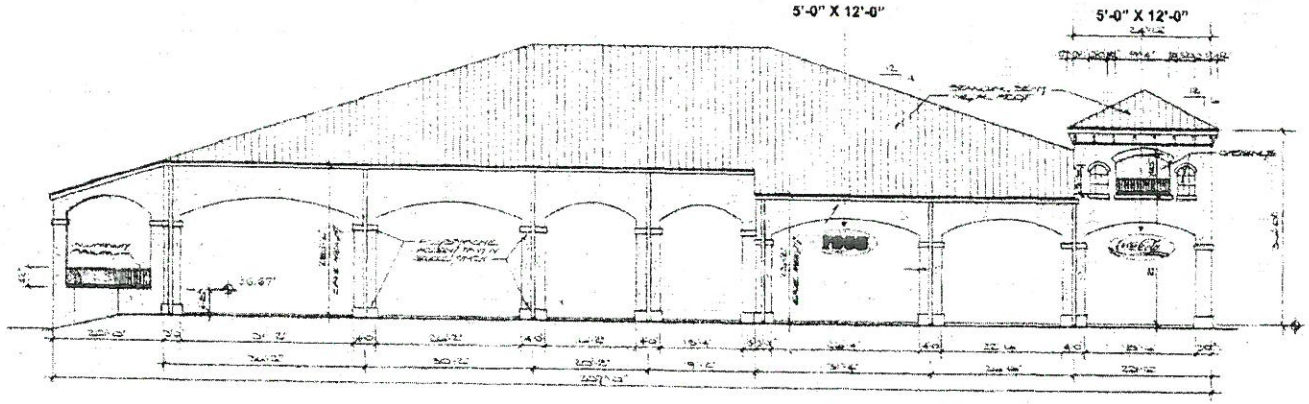
(8) SIGNS 5'-0" X 12'-0" = 480 SQ FT

(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

This design is a registered or existing trademark is the property of KENCO SIGN, INC. And shall not be reproduced or copied in whole or in part without the permission of the above named owner.

KENCO 2000, INC.
SIGN & AWNING
1529 GARDEN AVENUE
HOLLY HILL, FLORIDA 32117
PHONE (386) 672-1530

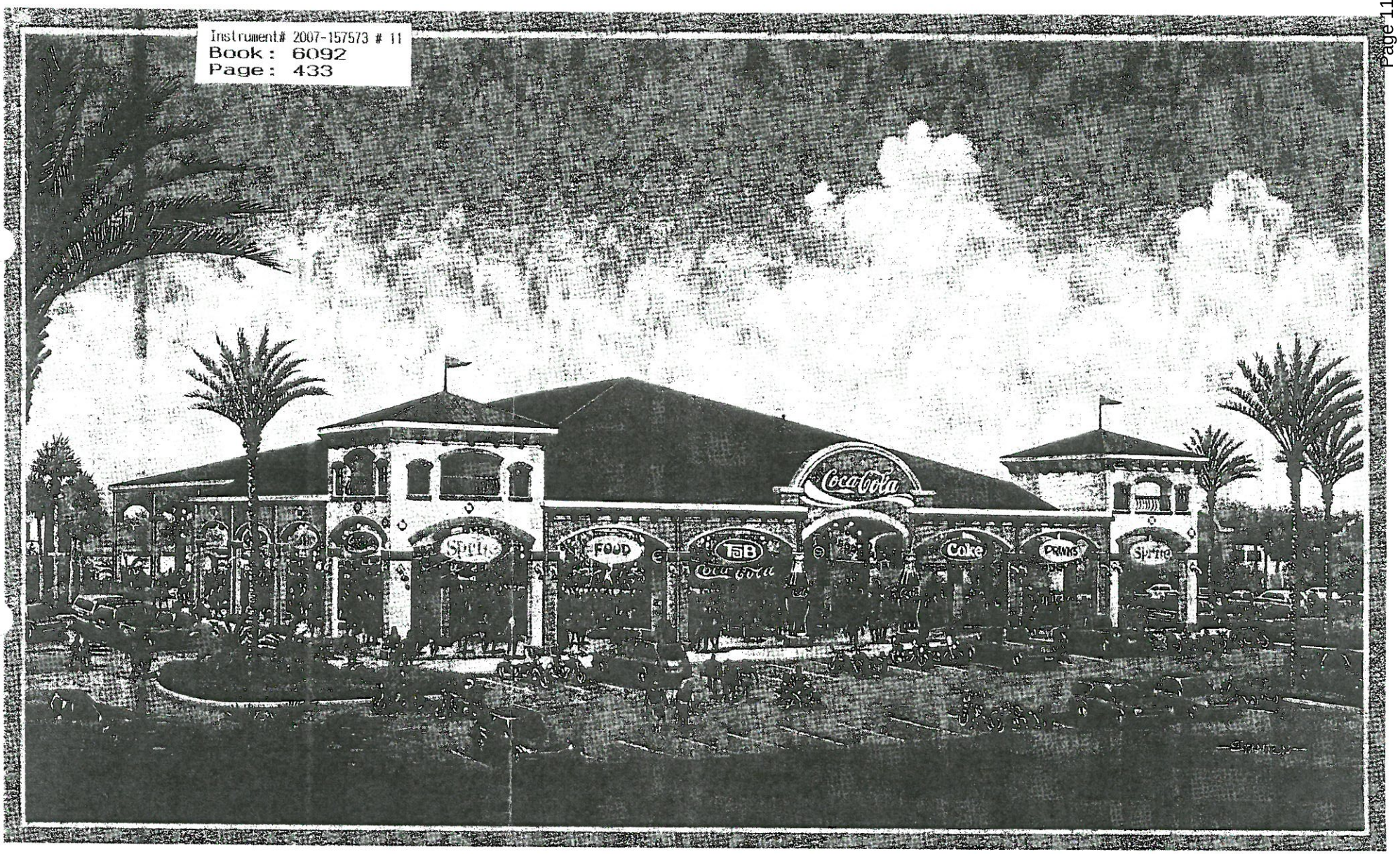
Instrument# 2007-157573 # 12
Book: 6092
Page: 434

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



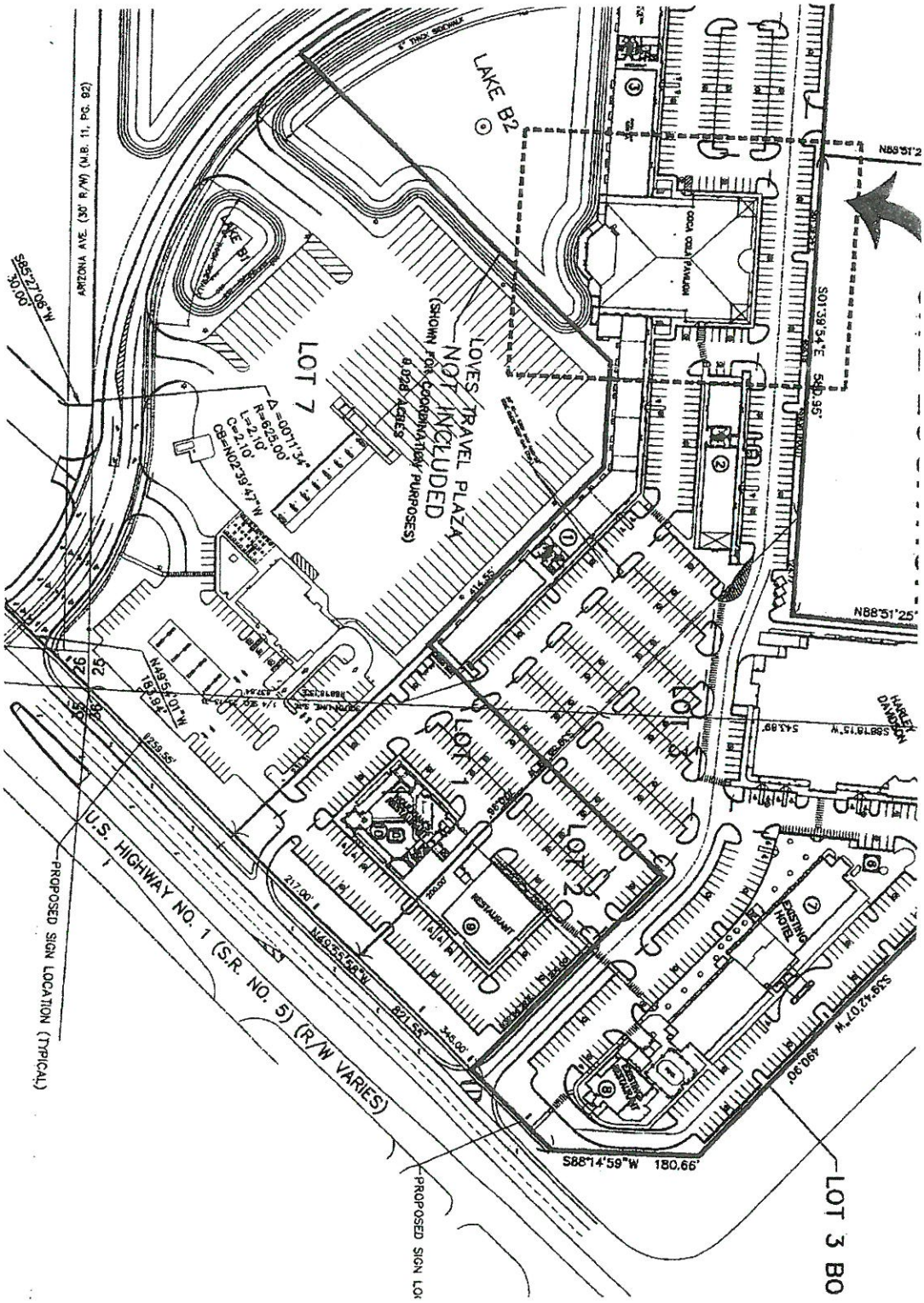
Instrument# 2007-157573 # 10
Book: 6092
Page: 432

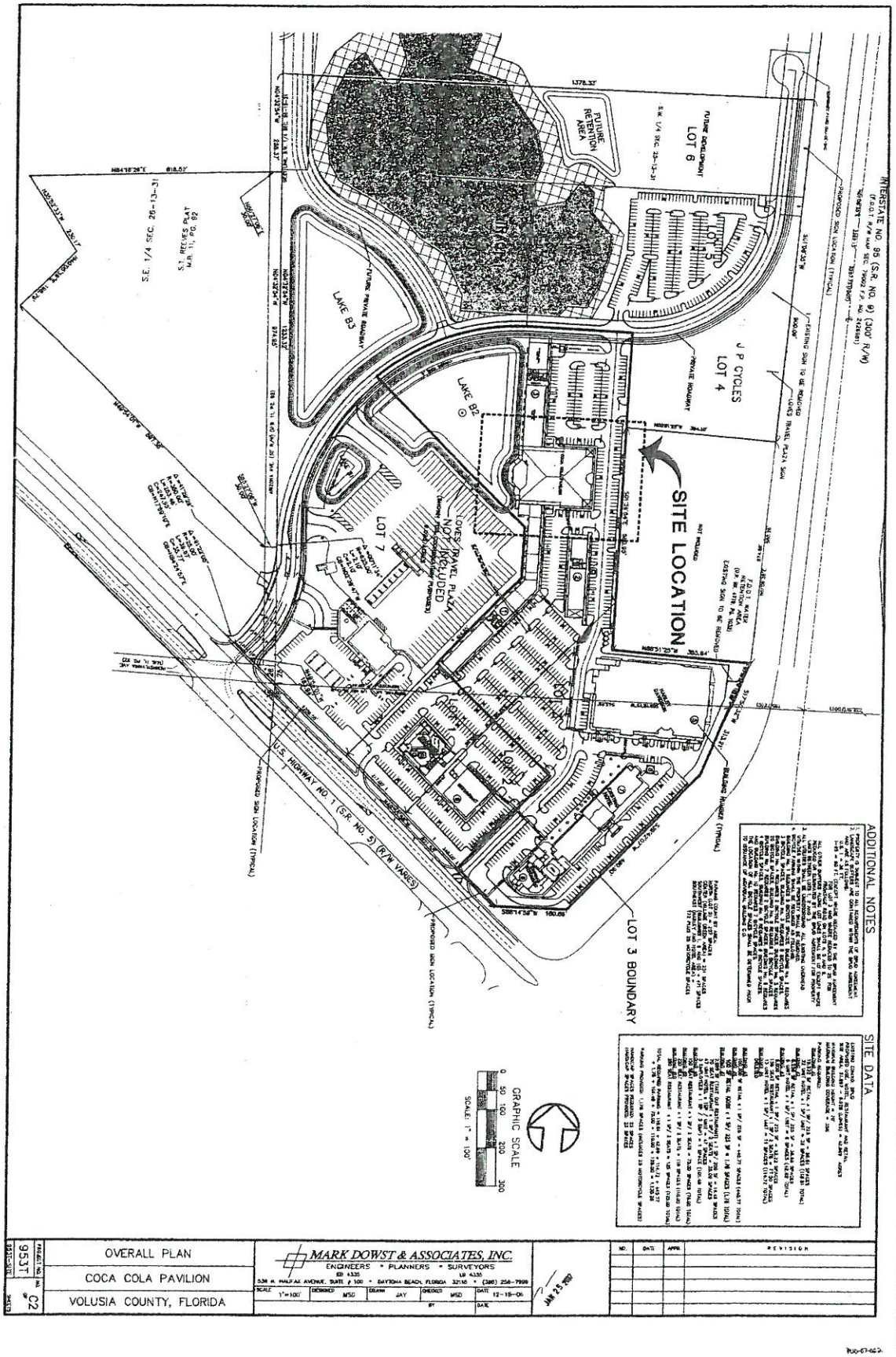
EXHIBIT 2
ARCHITECTURAL ELEVATION
COKE PAVILION

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
J P CYCLES
LOT 4
PRIVATE ROADWAY
FUTURE PRIVATE ROADWAY
LAKE B3
LAKE B2
SITE LOCATION
LOT 7
LOVES TRAVEL PLAZA
NOT INCLUDED
S.E. 1/4 SEC. 26-13-31
S.T. REYES PLAT
M.B. 11, PG. 82
U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W VARIES)
PROPOSED SIGN LOCATION (TYPICAL)
BUILDING NUMBER (TYPICAL)
LOT 3 BOUNDARY
ADDITIONAL NOTES
SITE DATA
GRAPHIC SCALE
SCALE: 1" = 100'
OVERALL PLAN
COCA COLA PAVILION
VOLUSIA COUNTY, FLORIDA
MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
PROJECT NO. 953T
SHEET NO. C2

Best Available Image

Instrument# 2015-191587 # 172
Book: 7174
Page: 311

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# 2015-191587 # 173
Book: 7174
Page: 312

Instrument# 2006-260219 # 9
Book: 5934
Page: 3467

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

Best Available Image

Instrument# 2015-191587 # 174
Book: 7174
Page: 313

Instrument# 2006-260219 # 10
Book: 5934
Page: 3468

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:

Best Available Image

Instrument# 2015-191587 # 175
Book: 7174
Page: 314

Instrument# 2006-260219 # 11
Book: 5934
Page: 3469

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,

Best Available Image

Instrument# 2015-191587 # 176
Book: 7174
Page: 315

Instrument# 2006-260219 # 12
Book: 5934
Page: 3470

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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Instrument# 2015-191587 # 177
Book: 7174
Page: 316

Instrument# 2006-260219 # 13
Book: 5934
Page: 3471

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
Page: 317

Instrument# 2006-260219 # 14
Book: 5934
Page: 3472

Strasser Development Parcel D, LLC,
a Florida Limited Liability Company

By: Charles J. 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

Best Available Imagr

Instrument# 2015-191587 # 179
Book: 7174
Page: 318

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 Bueger

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 Bueger 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

Best Available Image

Instrument# 2015-191587 # 180
Book: 7174
Page: 319

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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Instrument# 2015-191587 # 181
Book: 7174
Page: 320

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:

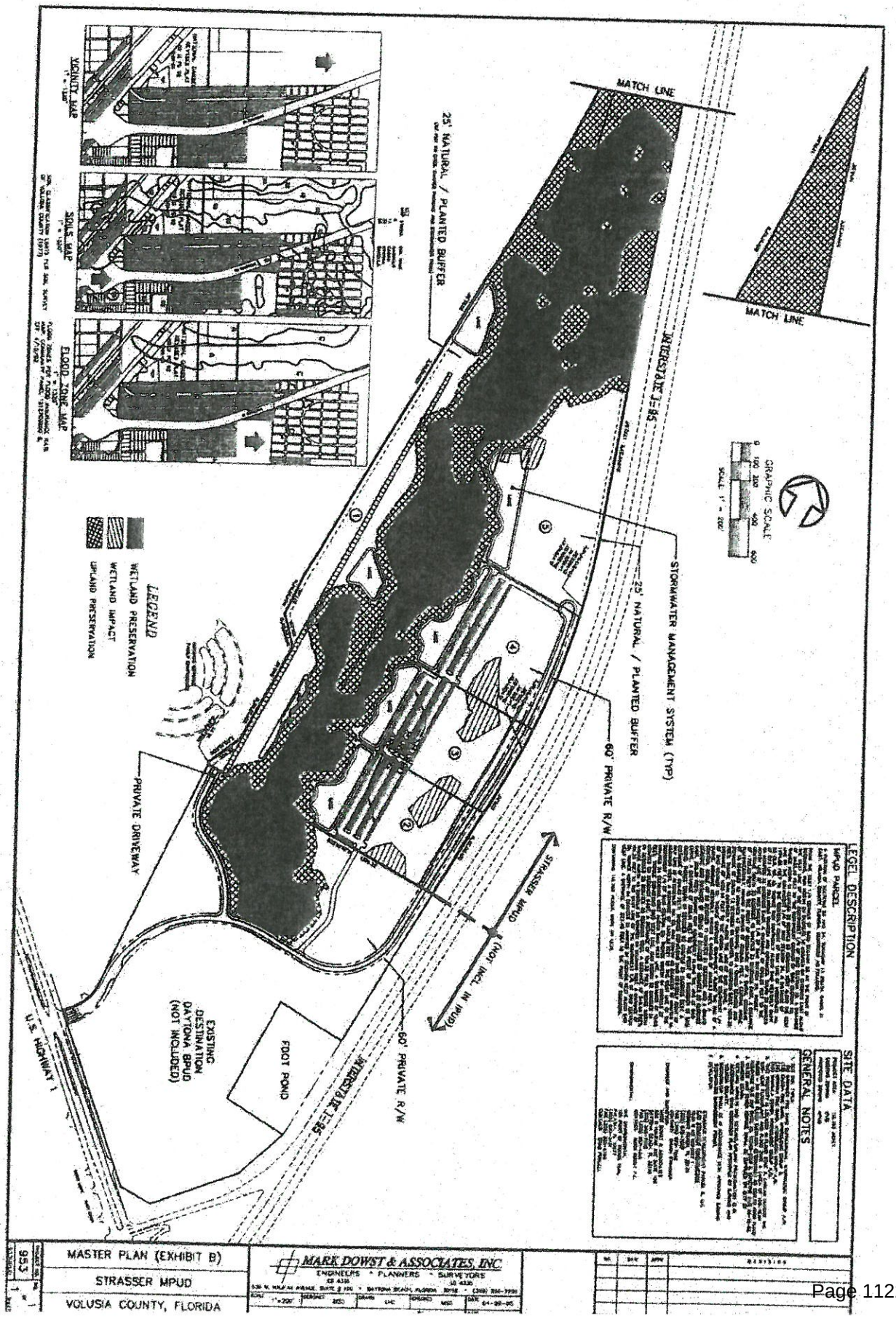
FROM THE WEST 1/4 CORNER OF SAID SECTION 25 AS THE POINT OF BEGINNING, RUN NORTH 00 DEGREES 18 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 2633.30 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 01 DEGREES 52 MINUTES 53 SECONDS WEST 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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Book: 7174
Page: 321

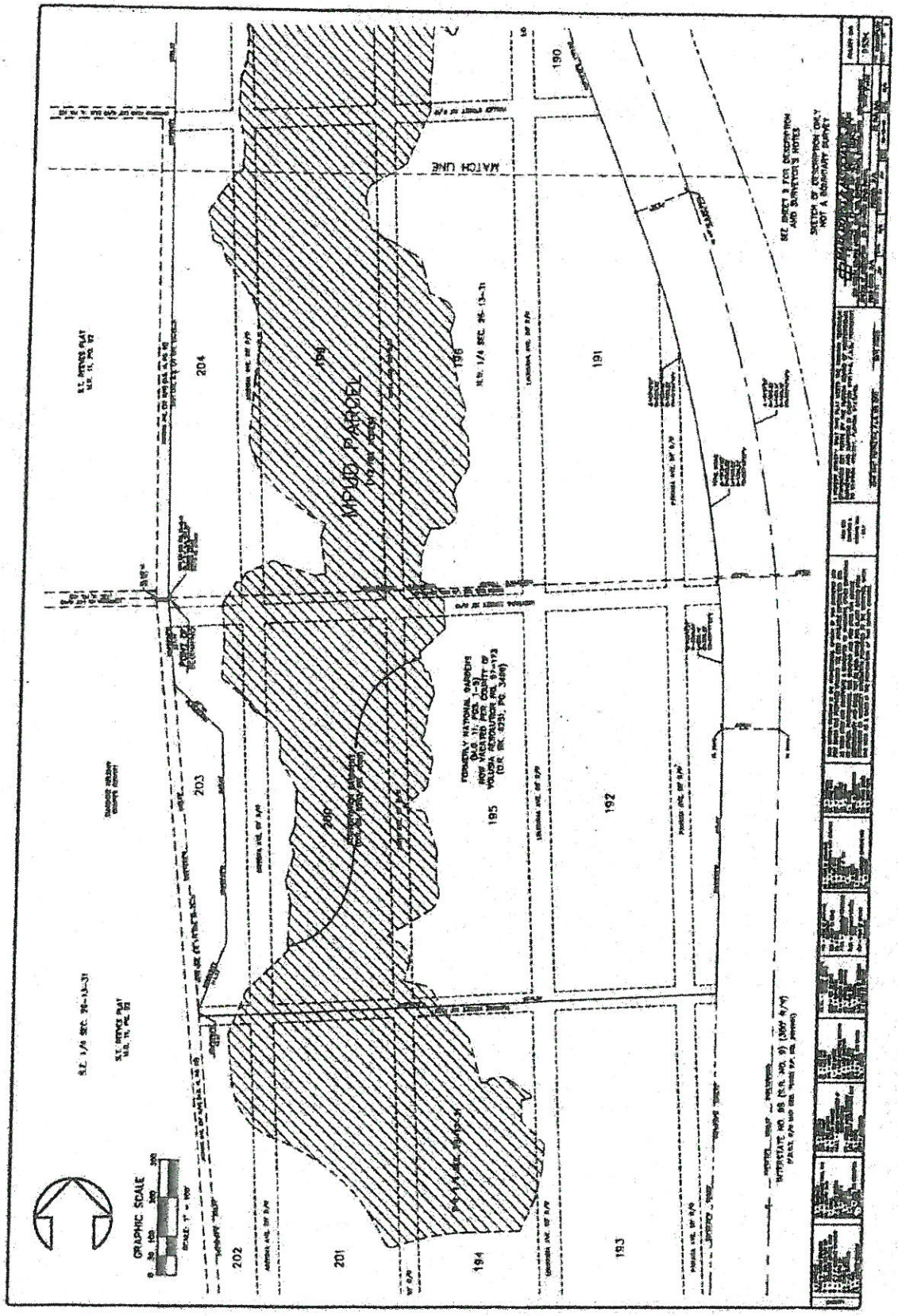
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Book: 5934
Page: 3476



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Page: 322

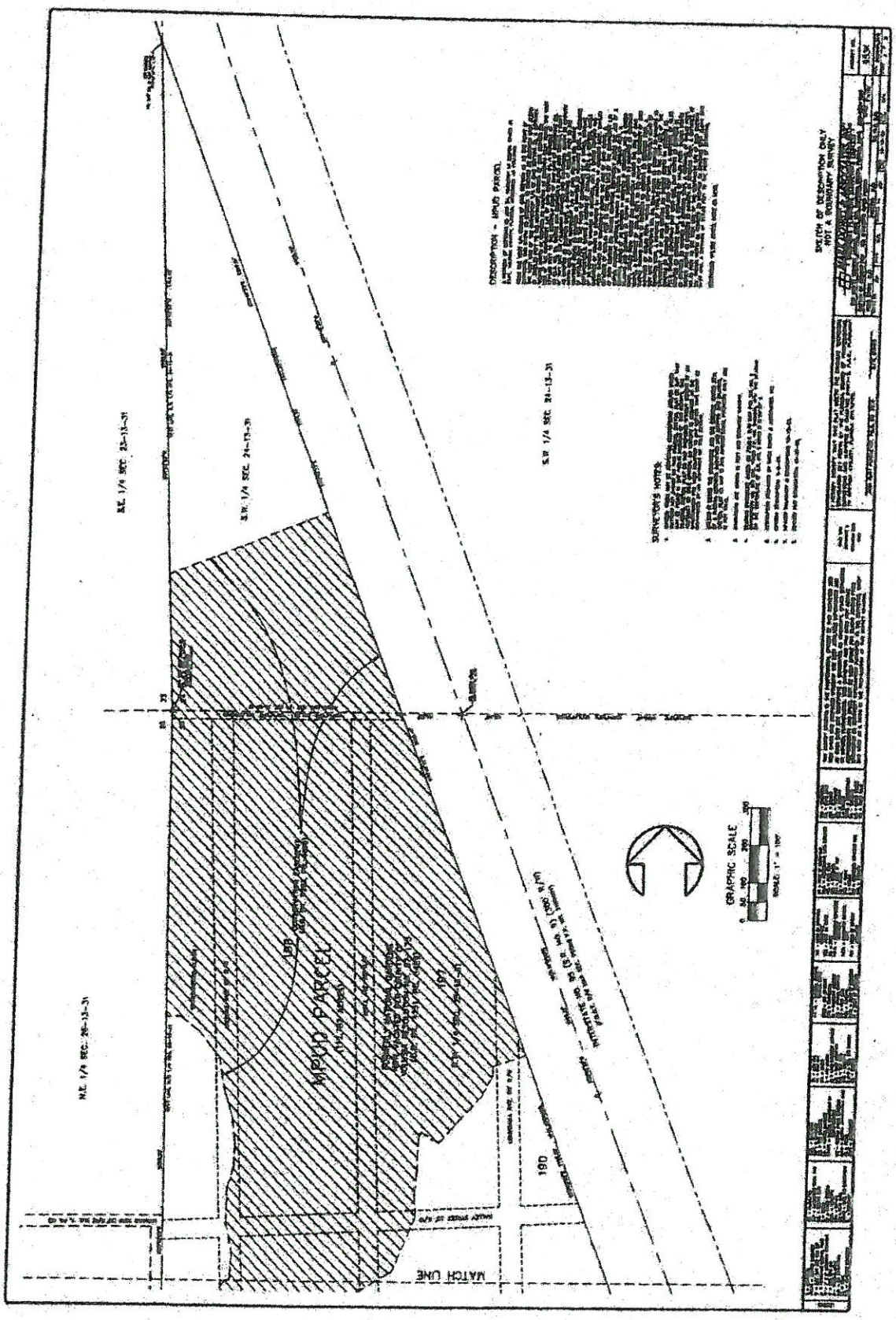
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Page: 3477



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Book : 7174
Page : 323

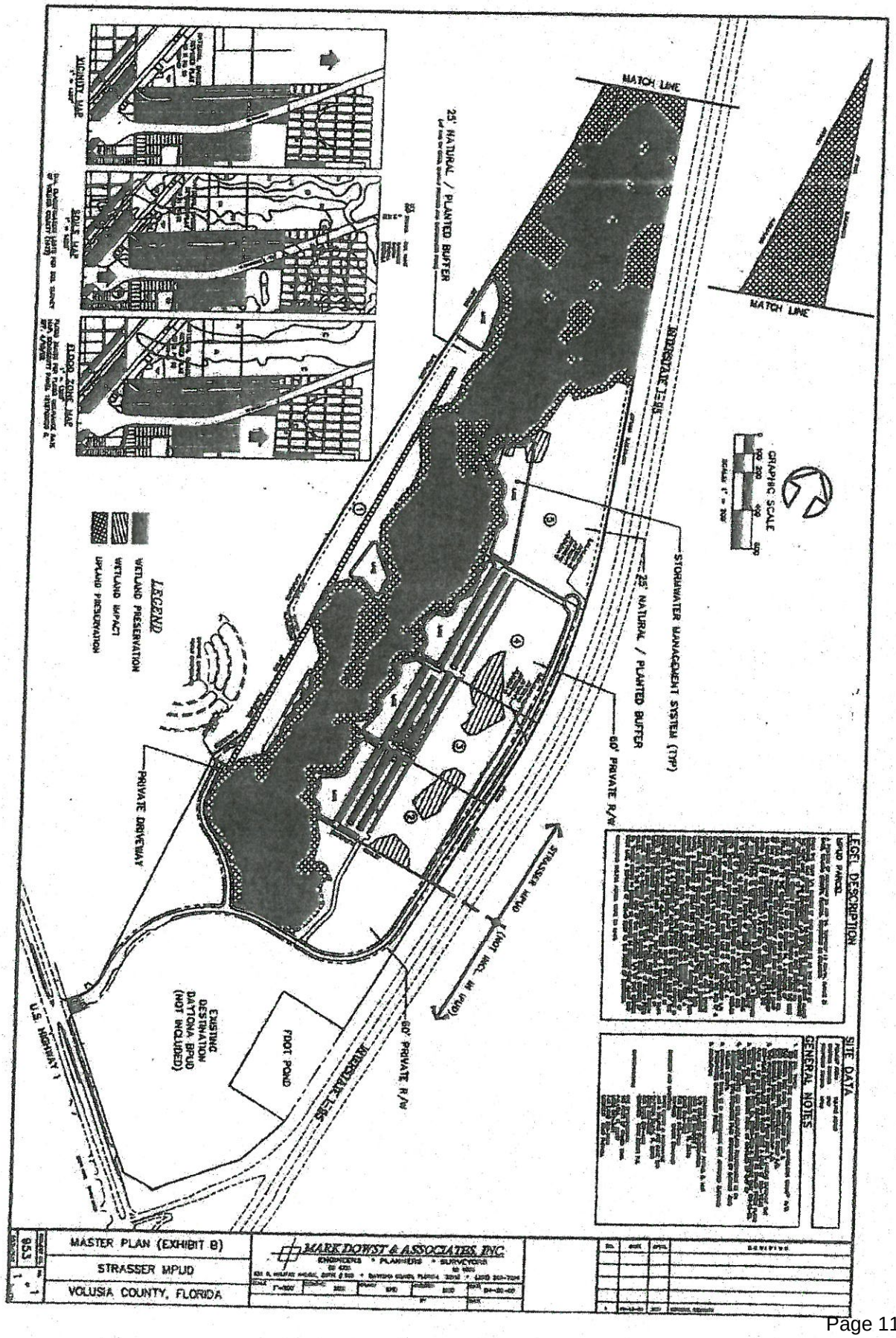
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Book: 7174
Page: 324

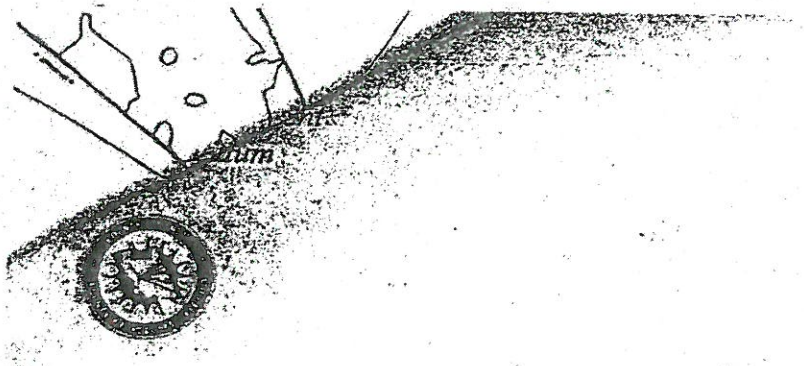
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Book: 5934
Page: 3479



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Instrument# 2015-191587 # 186
Book: 7174
Page: 325

Instrument# 2006-260219 # 22
Book: 5934
Page: 3480



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"

Best Available Image

Instrument# 2015-191587 # 187
Book: 7174
Page: 326

Instrument# 2006-260219 # 23
Book: 5934
Page: 3481

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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Instrument# 2015-191587 # 188
Book: 7174
Page: 327

Instrument# 2006-260219 # 24
Book: 5934
Page: 3482

Elevation - Option A

CORINTHIAN COLLEGES-AMI TRAINING/EDUCATION FACILITY

Daytona Beach, Florida

June 1, 2006

Hunton Brady

EXHIBIT D

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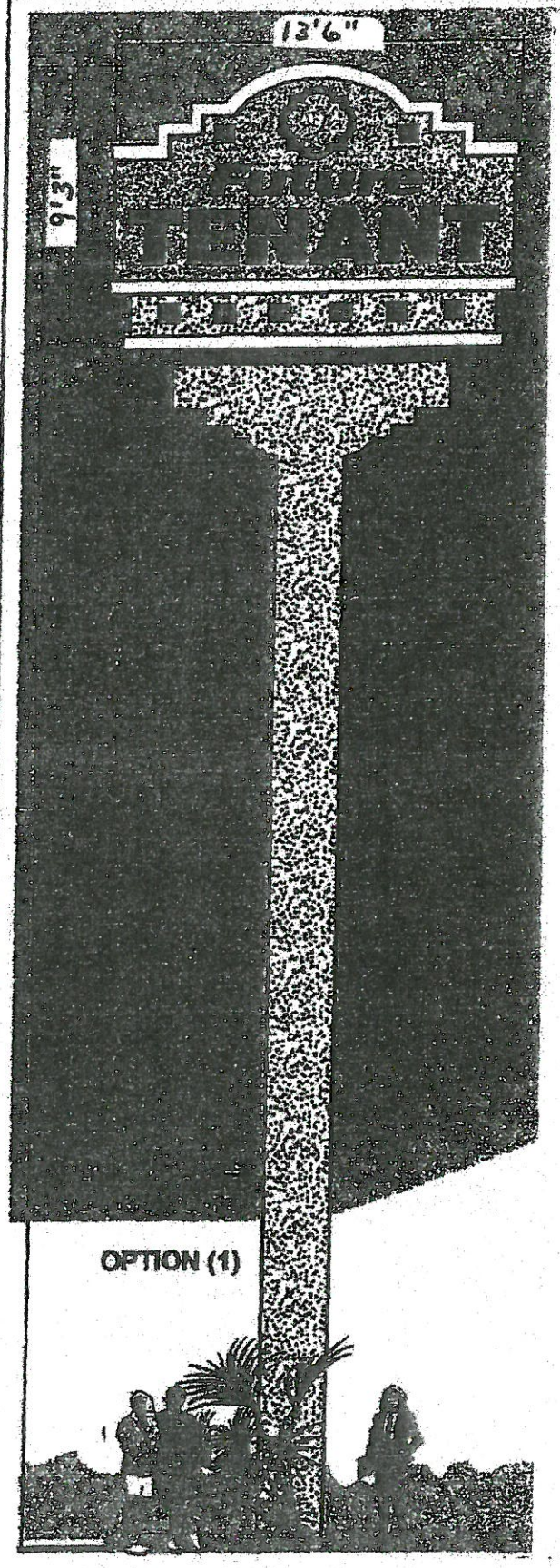
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Page: 328

Instrument# 2006-260219 # 25
Book: 5934
Page: 3483

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Instrument# 2015-191587 # 190
Book: 7174
Page: 329

EXHIBIT "E"
INTERSTATE INTERCHANGE SIGN



DES.#4250 F-1

DATE: 8/27/04
DESIGNED: REKZ
CHECKED BY:
1
2
3
4
SHEET 1 OF 1
DAYTONA HARLEY DAVIDSON
I-95 (SR 9) & I LOCATION
DAYTONA BEACH FL
ROUTE NORTH
BAY POND ROAD
CONTRACT #

K

Instrument# 2006-260219 # 26
Book: 5934
Page: 3484
Diane M. Matousek
Volusia County, Clerk of Court

Instrument# 2015-191587 # 191
Book: 7174
Page: 330

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

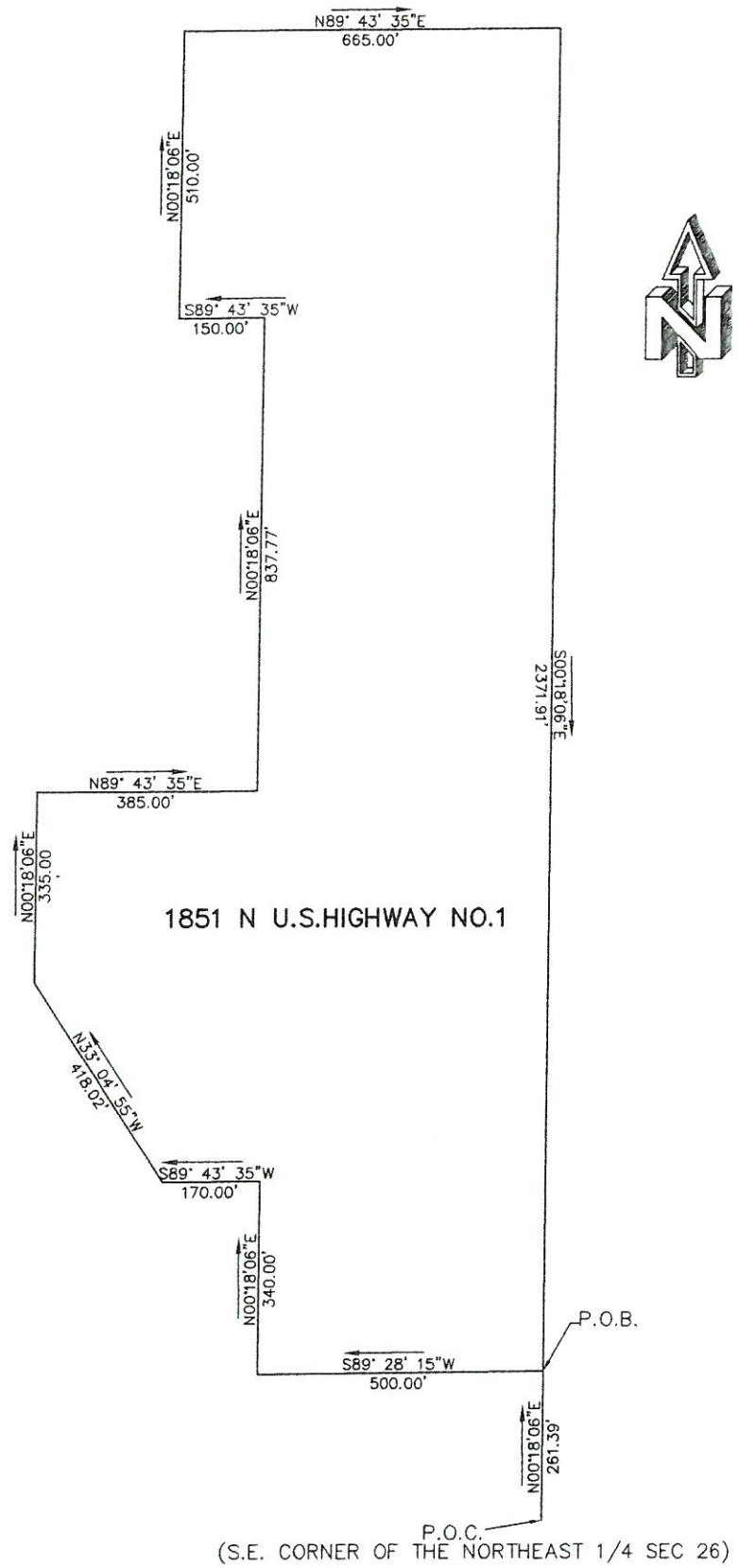
SAID PARCEL CONTAINING 1,517,274 SQ. FT. OR 35 ACRES MORE OR LESS

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

Instrument# 2015-191587 # 192
Book: 7174
Page: 331

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

Instrument# 2015-191587 # 193
Book: 7174
Page: 332

07/10/2007 10:39 AM
Instrument# 2007-156763 # 1
Book: 6091
Page: 3293

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:

Instrument# 2015-191587 # 194
Book: 7174
Page: 333

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).

Instrument# 2015-191587 # 195
Book: 7174
Page: 334

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.

Instrument# 2015-191587 # 196
Book: 7174
Page: 335

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.

Instrument# 2015-191587 # 197
Book: 7174
Page: 336

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

Instrument# 2015-191587 # 198
Book: 7174
Page: 337

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.

Instrument# 2015-191587 # 199
Book: 7174
Page: 338

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.

Instrument# 2015-191587 # 200
Book: 7174
Page: 339

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

Instrument# 2015-191587 # 201
Book: 7174
Page: 340

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

Instrument# 2015-191587 # 202
Book: 7174
Page: 341

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

Instrument# 2015-191587 # 203
Book: 7174
Page: 342

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
Book: 7174
Page: 343

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

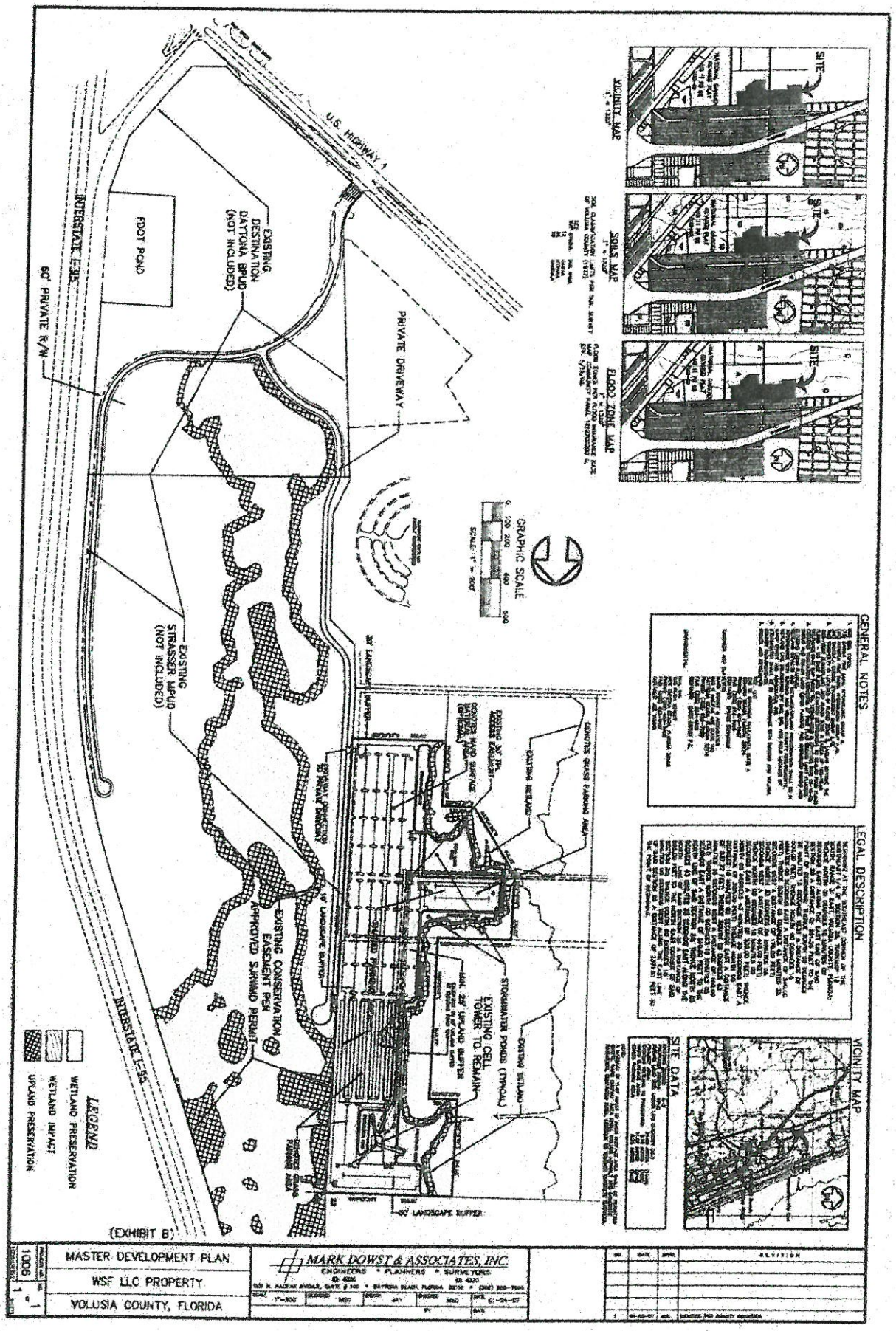
EXHIBIT A
LEGAL DESCRIPTION

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.

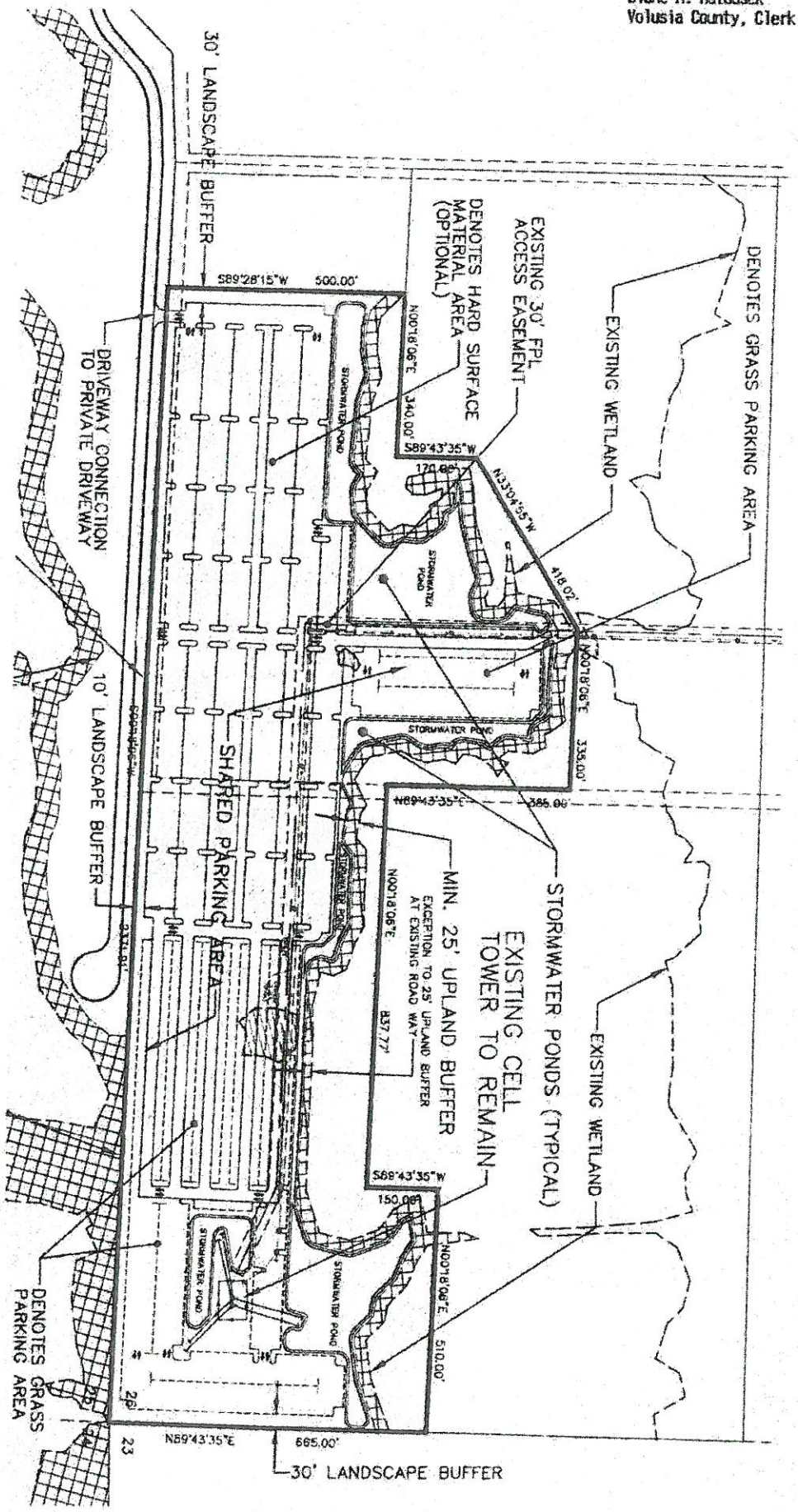
Instrument# 2015-191587 # 206
Book: 7174
Page: 345

Instrument# 2007-155763 # 14
Book: 6091
Page: 3306



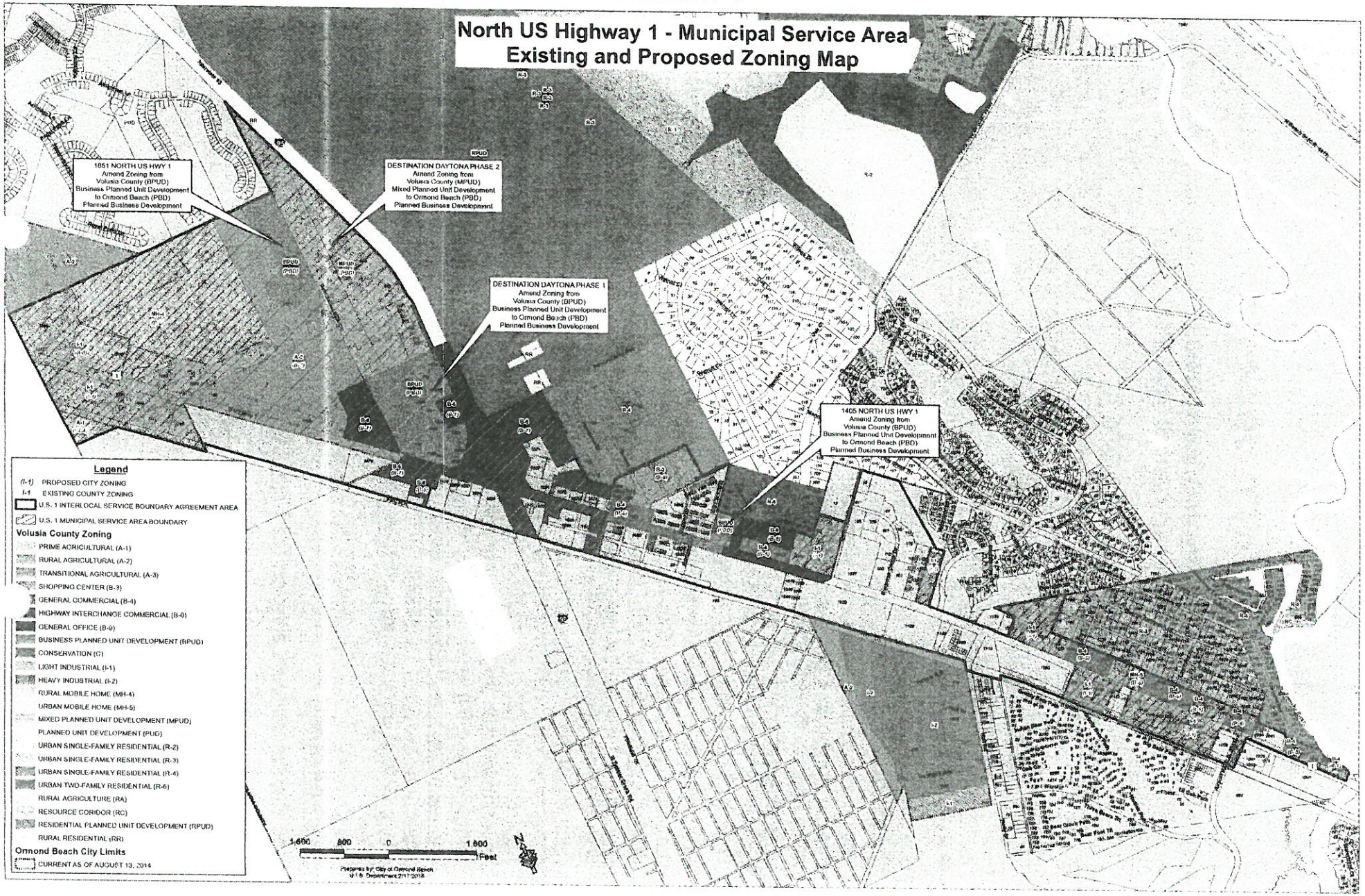
Instrument# 2007-156763 # 15
Book: 6091
Page: 3307
Diane M. Matousek
Volusia County, Clerk of Court

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

January 7, 2025 - City Commission

Number: 8.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 (SECOND READING)		
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 12/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/4/2024 Joyce Shanahan, City Manager 12/6/2024

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

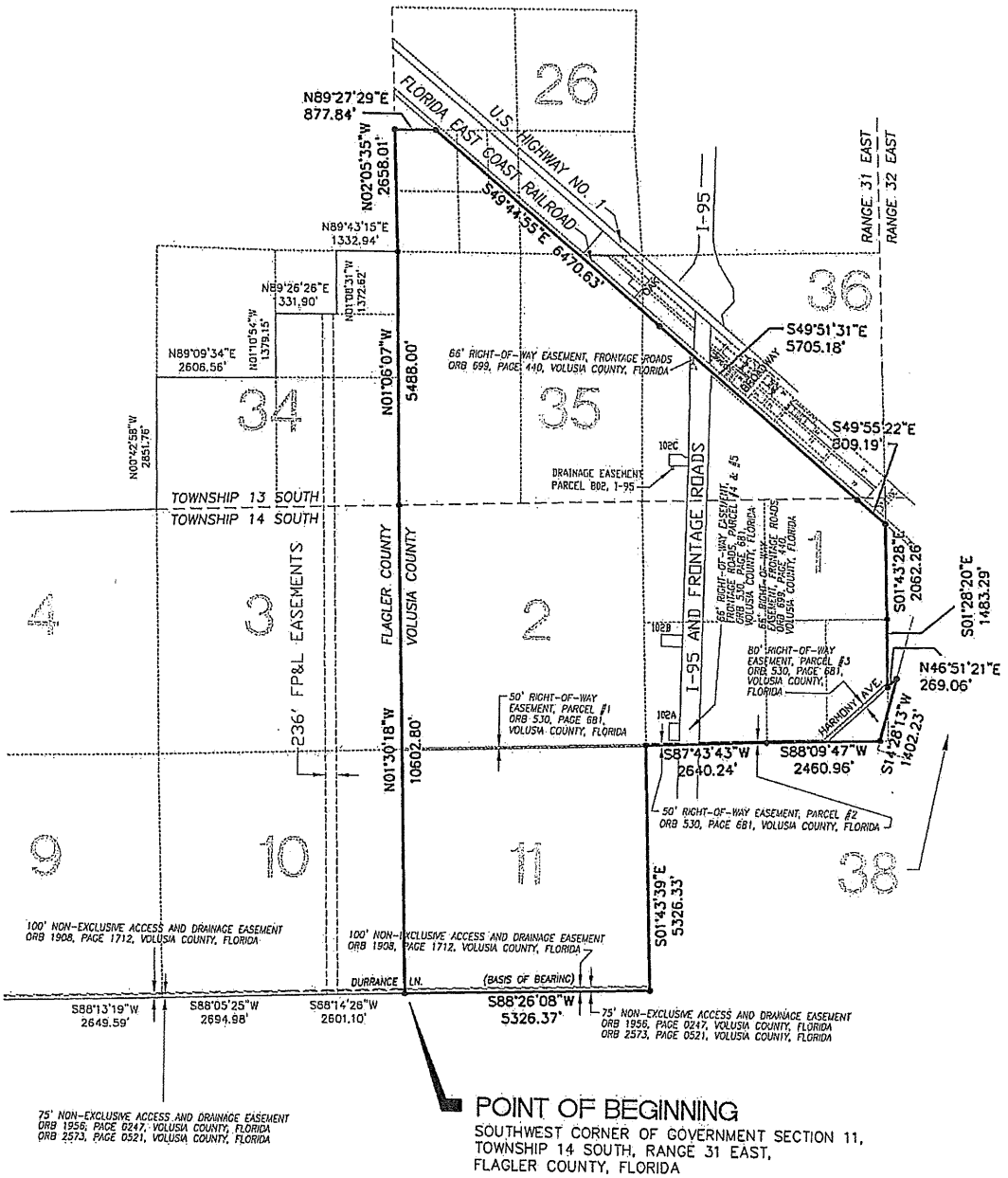
NORTH ARROW

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

R:\land projects T2002\T2132FLCI\dwg\2132-SL6B.dwg 12/12/2006 7:21:04 AM EST

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

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
LB #2232

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.

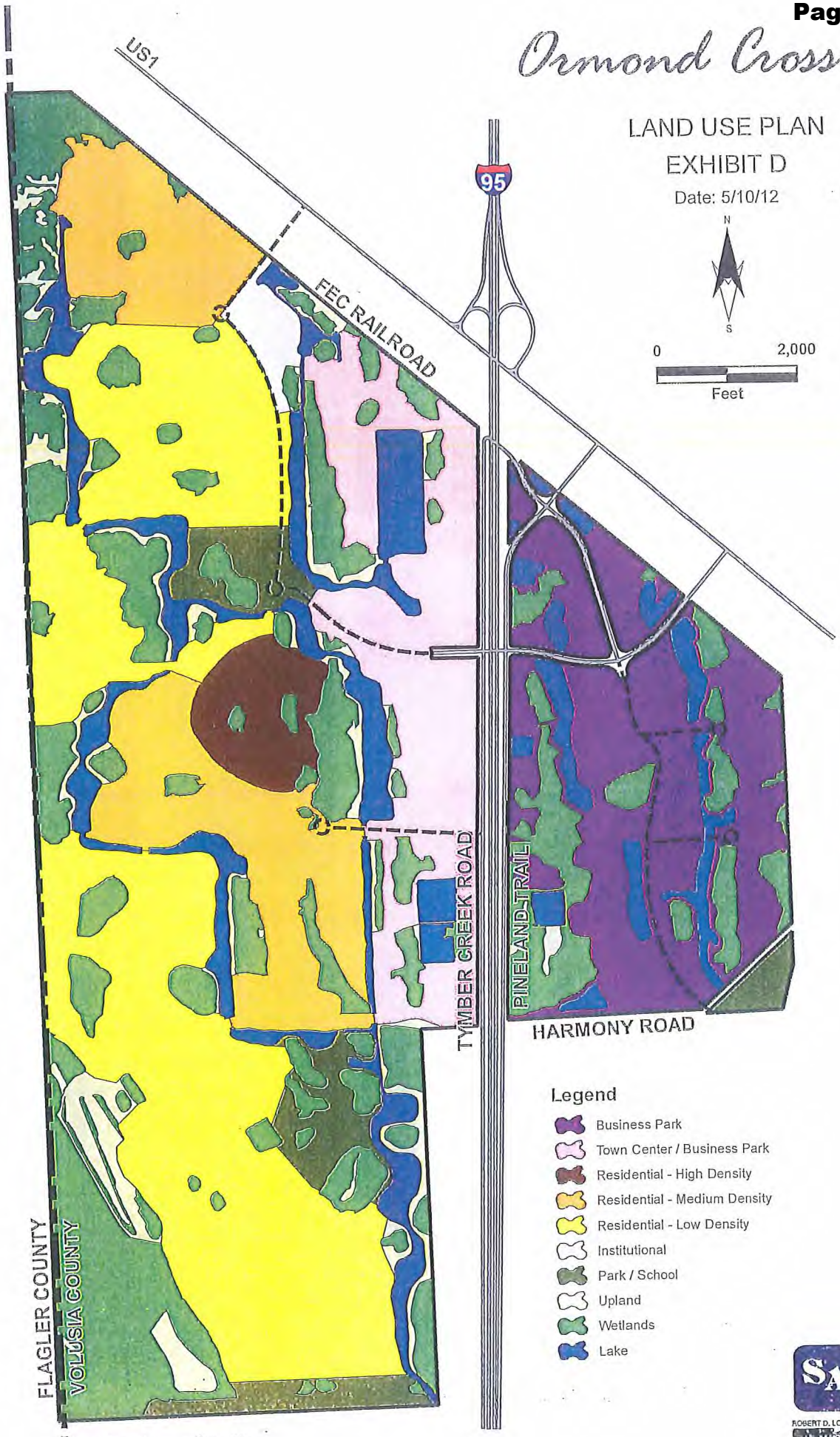
Section 9.0, Use restrictions, Table 7 is amended as follows:

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

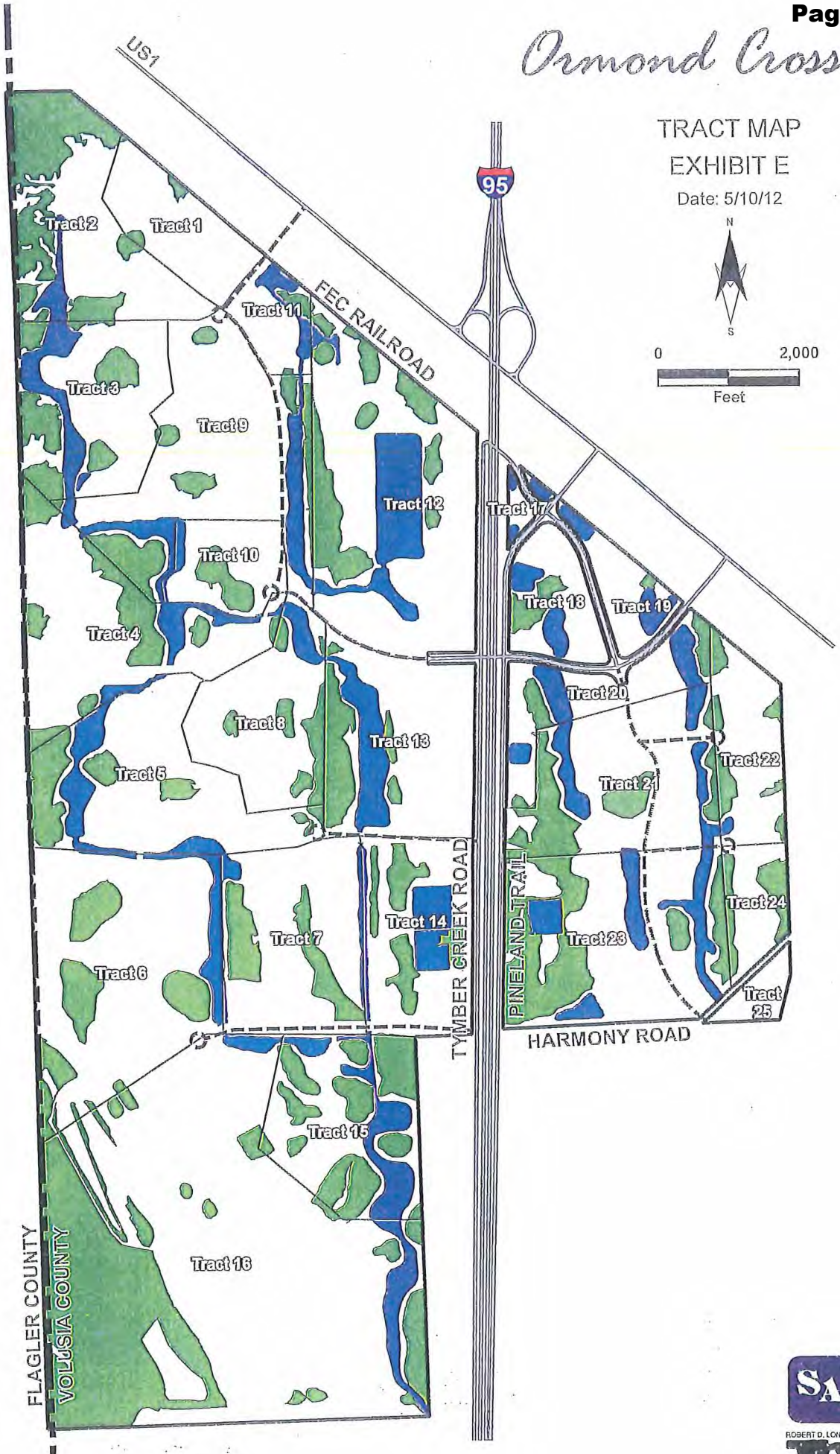
Ormond Crossings



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LOHOEFER LAND PLANNER
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Landuse-Plan 2010 0521.mxd)

Ormond Crossings

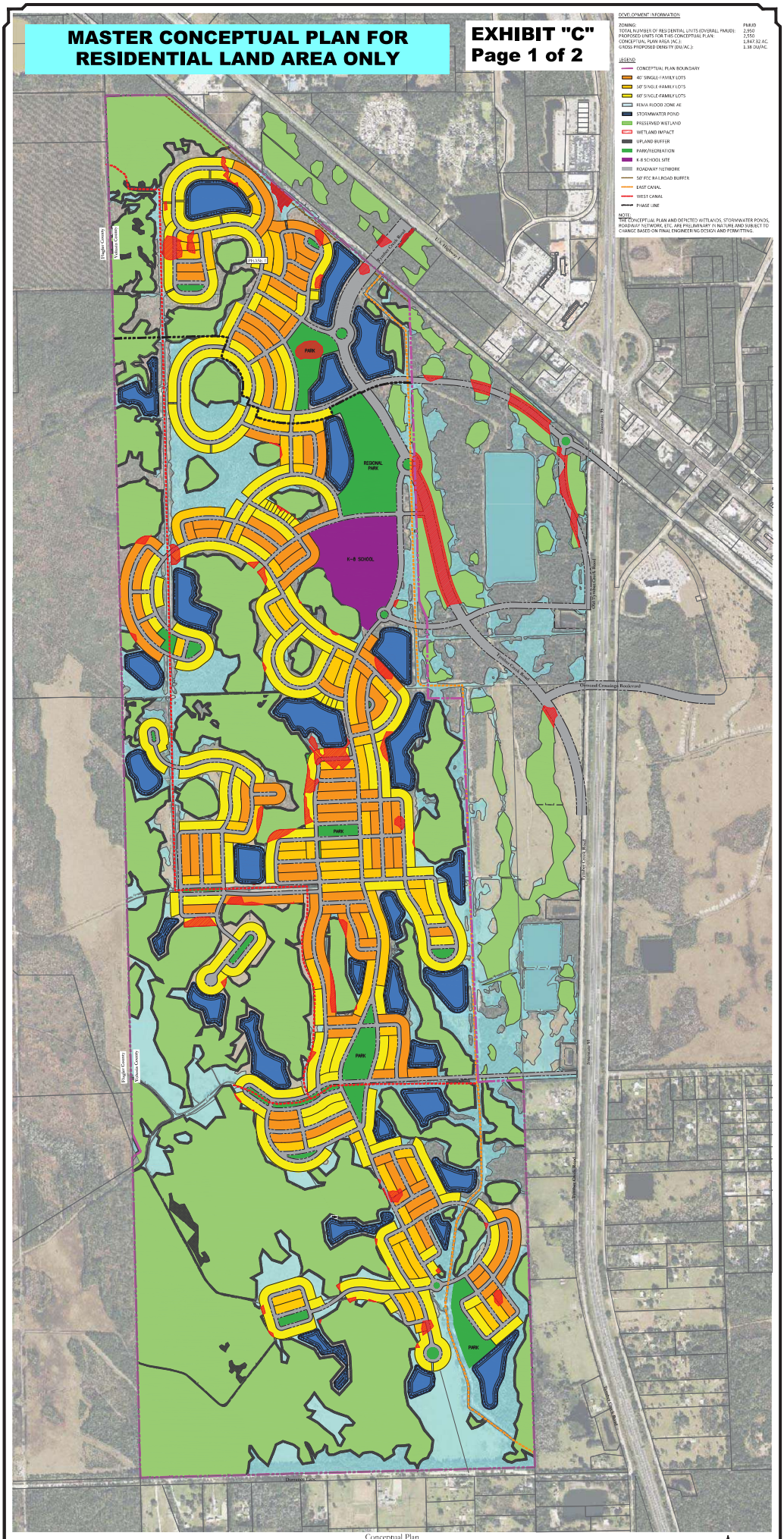


Map Document: (M:\OrmondCrossings\ArcView\OC-Tract Map 2010 0810.mxd)
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SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

MASTER CONCEPTUAL PLAN FOR RESIDENTIAL LAND AREA ONLY

EXHIBIT "C"
Page 1 of 2



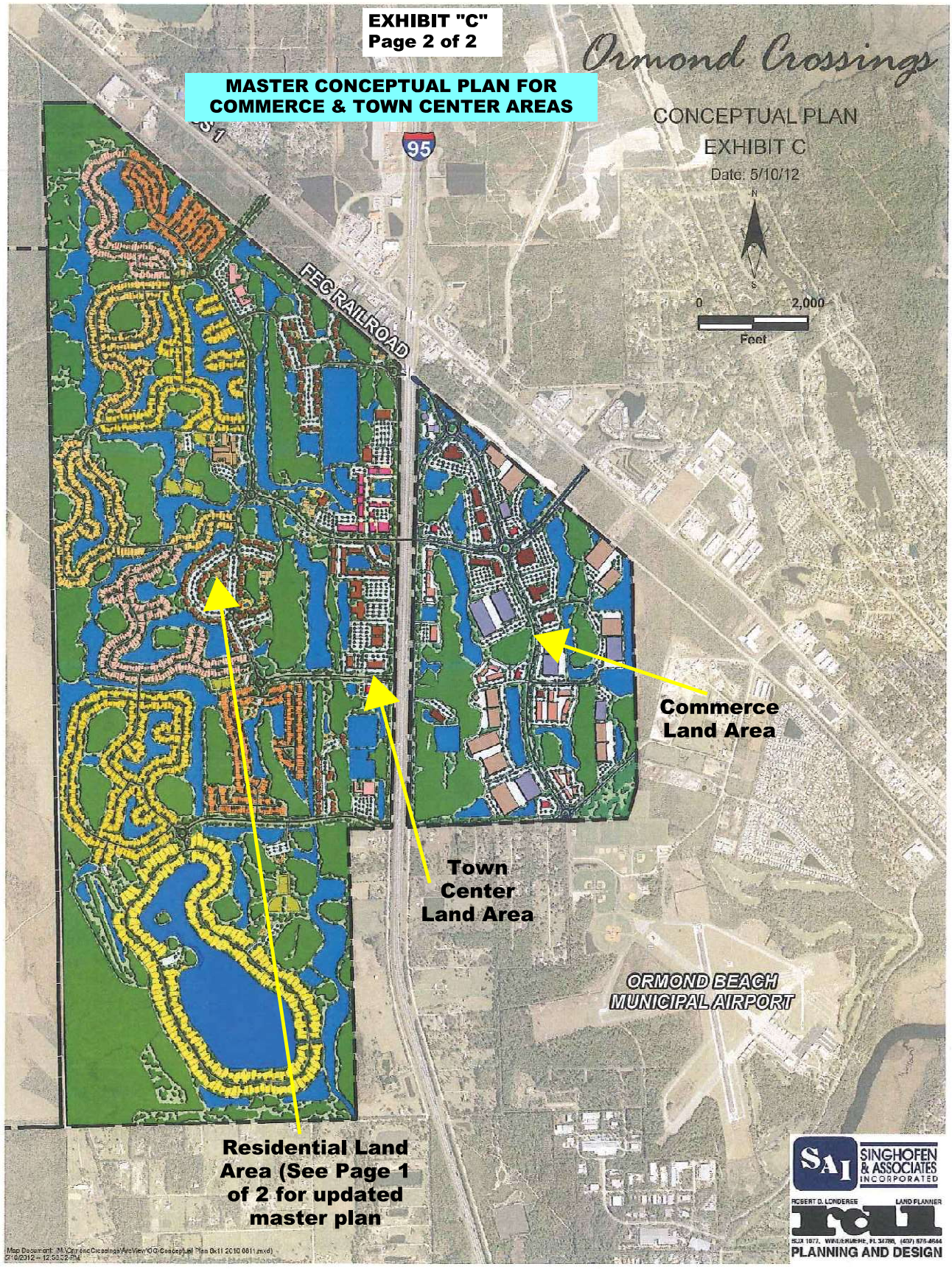
Conceptual Plan
Ormond Crossings West

August 7, 2024
P.B.B.&B. No. 10.089

POULOS & BENNETT
3029 N. Collegiate Dr.
Orlando, Florida 32803 407.387.1815
www.poulosandbennett.com
Certificate of Authorization No. 28967

SCALE IN FEET
300 0 300 600

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
N
S
0
2,000
Feet
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:	

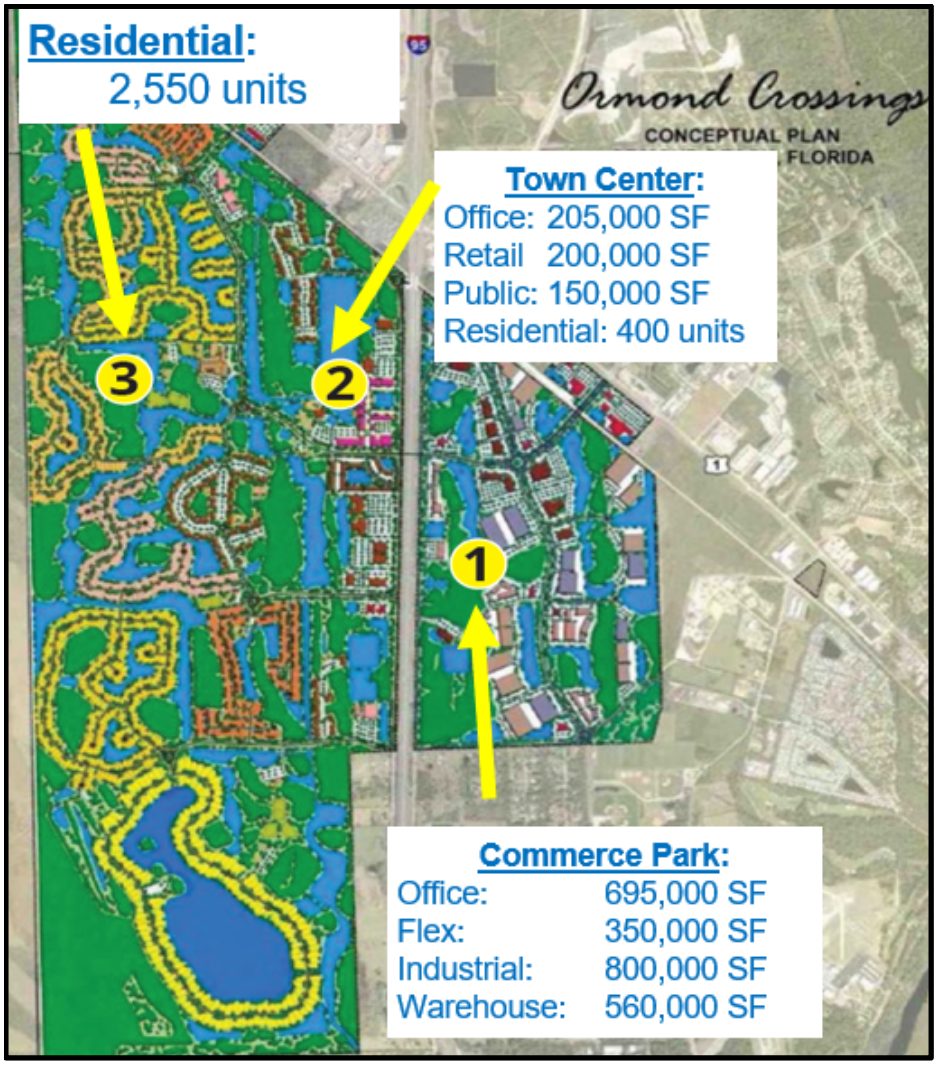
SECTION 1, INTRODUCTION:

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

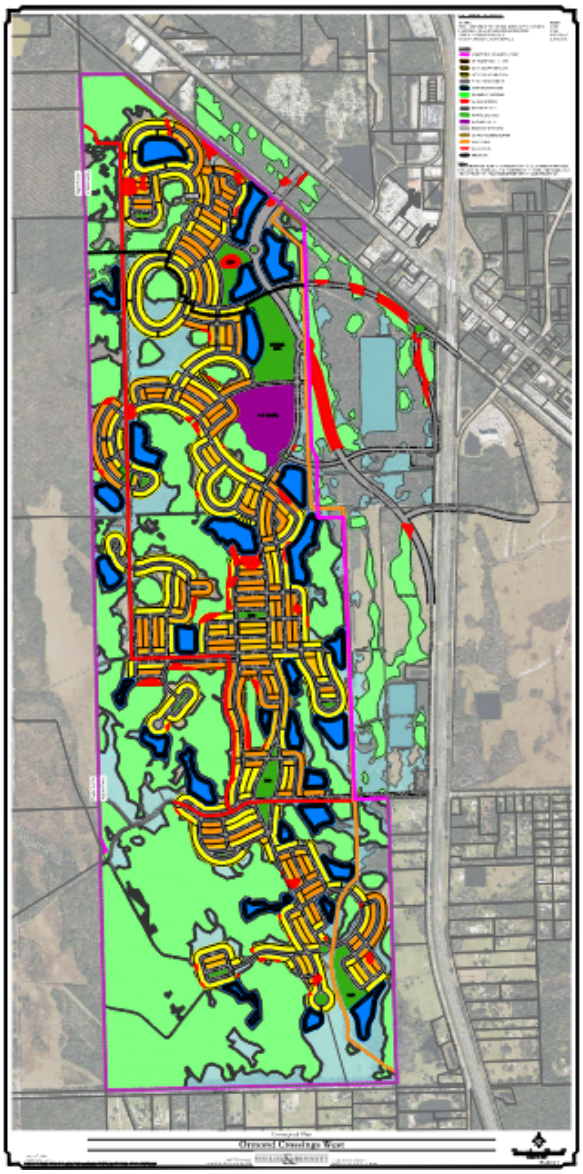
Tract 8 does not allow Dwelling, Single-Family Detached. All other residential land uses in other tracts allowed Dwelling, Single-Family Detached. The applicant is seeking to make the entire residential area Single-Family Residential and requests that Dwelling, Single-Family Detached be added as a permitted use in the Residential High-Density land use.

Item 2: Update of 2012 Conceptual Master Plan for the residential area only:

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.

EXHIBIT 4: Conceptual Plan, Residential.



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

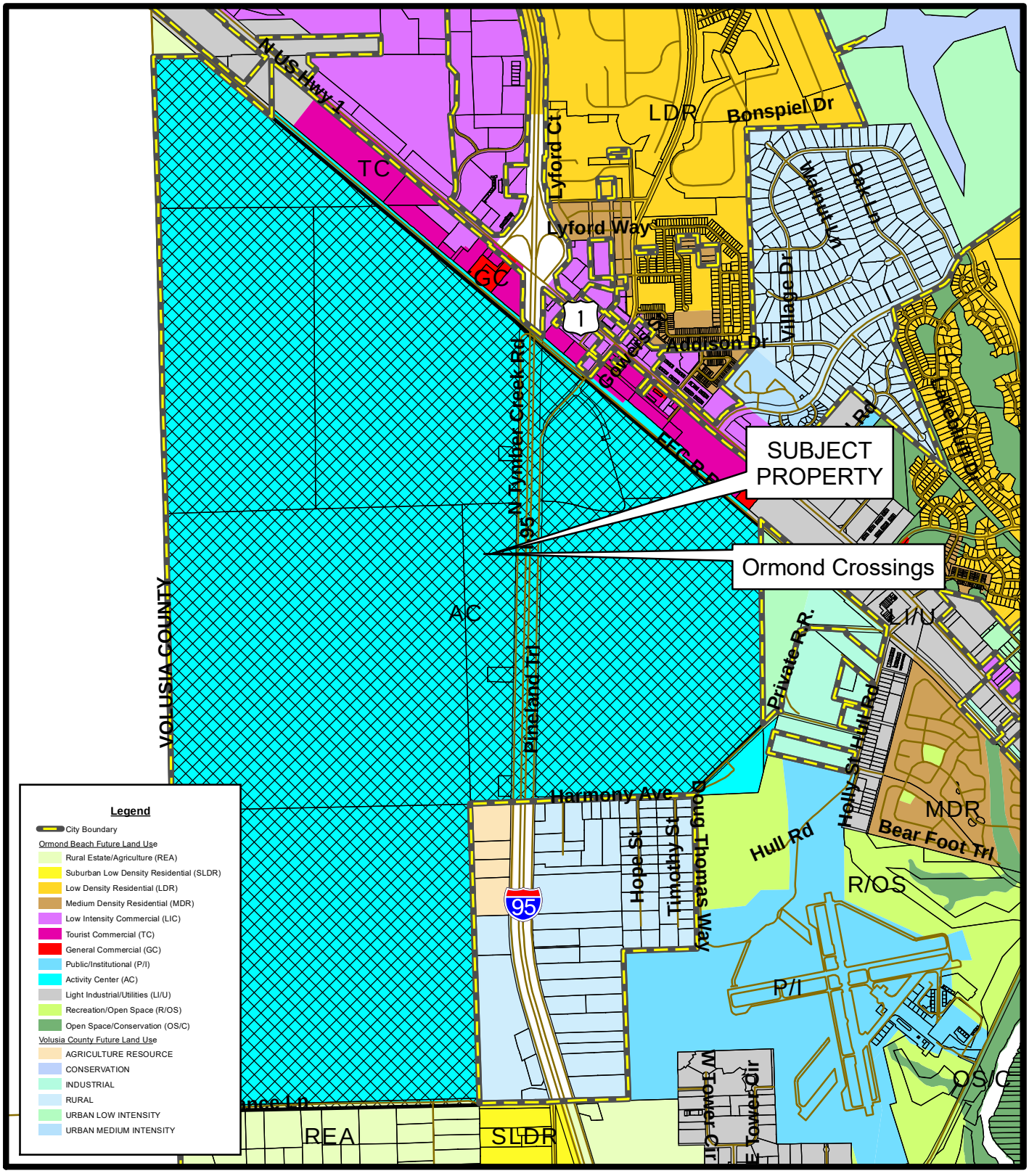
Project Maps



AERIAL MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - September 17, 2024

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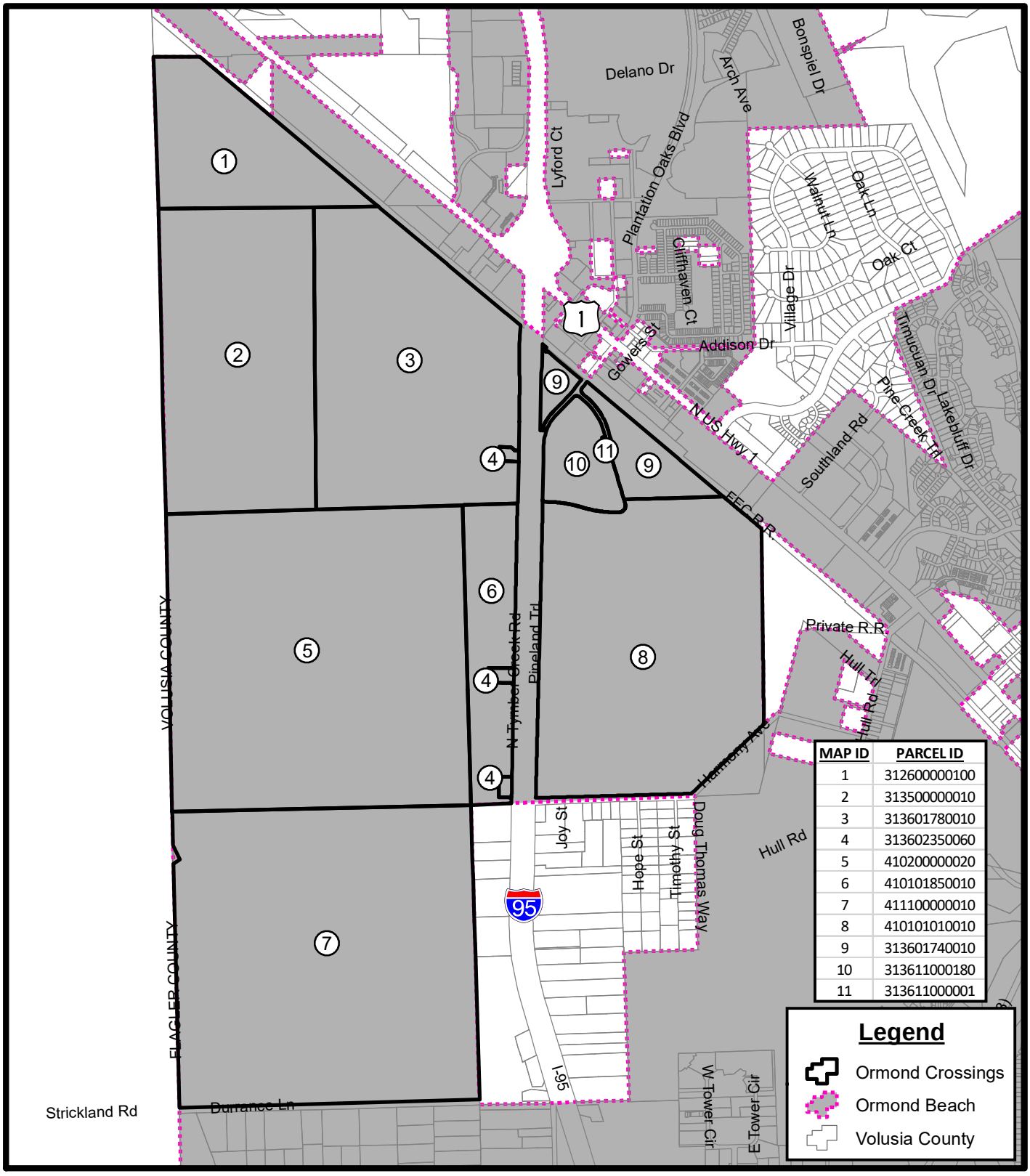


FUTURE LAND USE MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach
G.I.S. Department - September 17, 2024

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MAP ID	PARCEL ID
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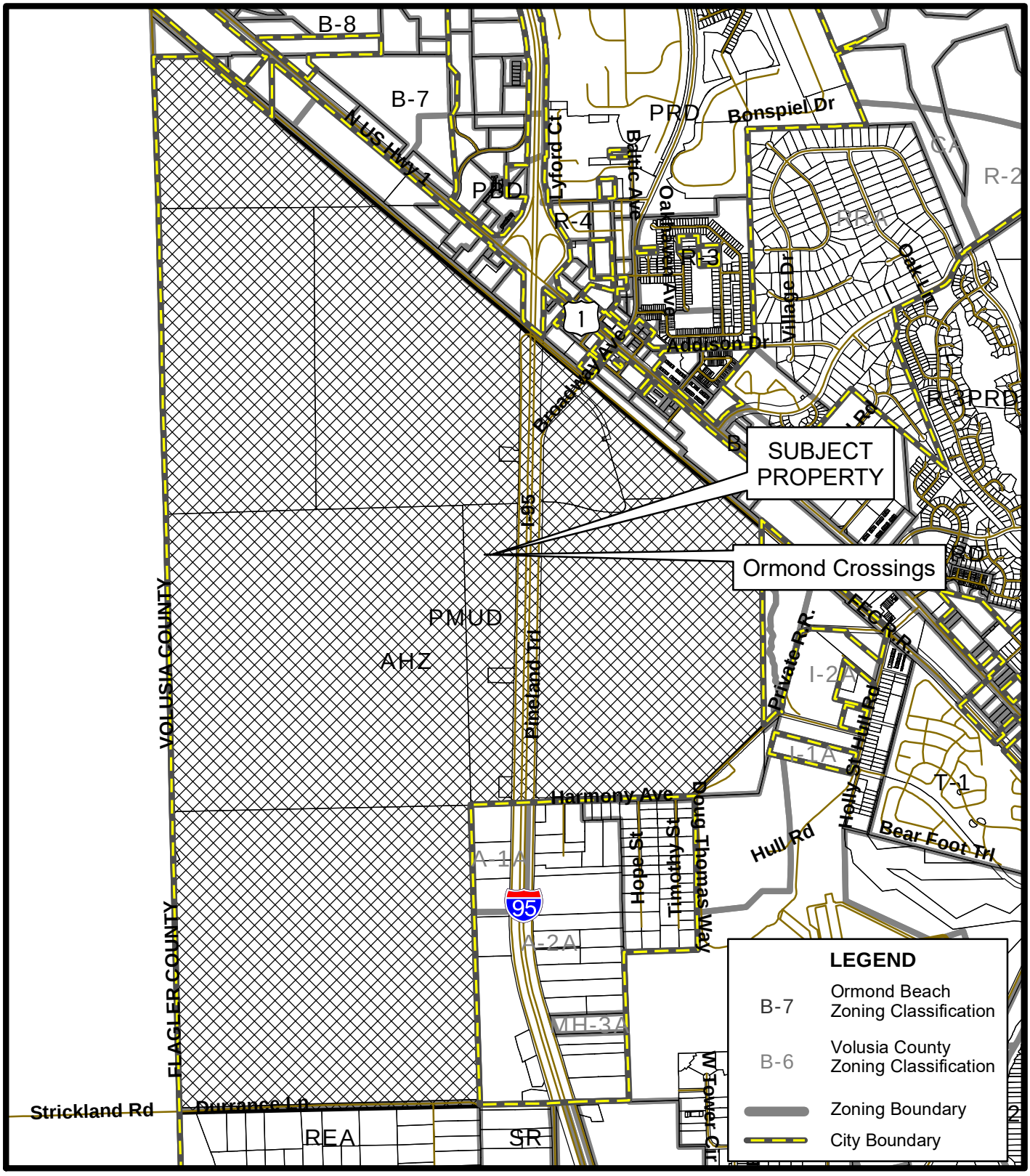
- Ormond Crossings
- Ormond Beach
- Volusia County

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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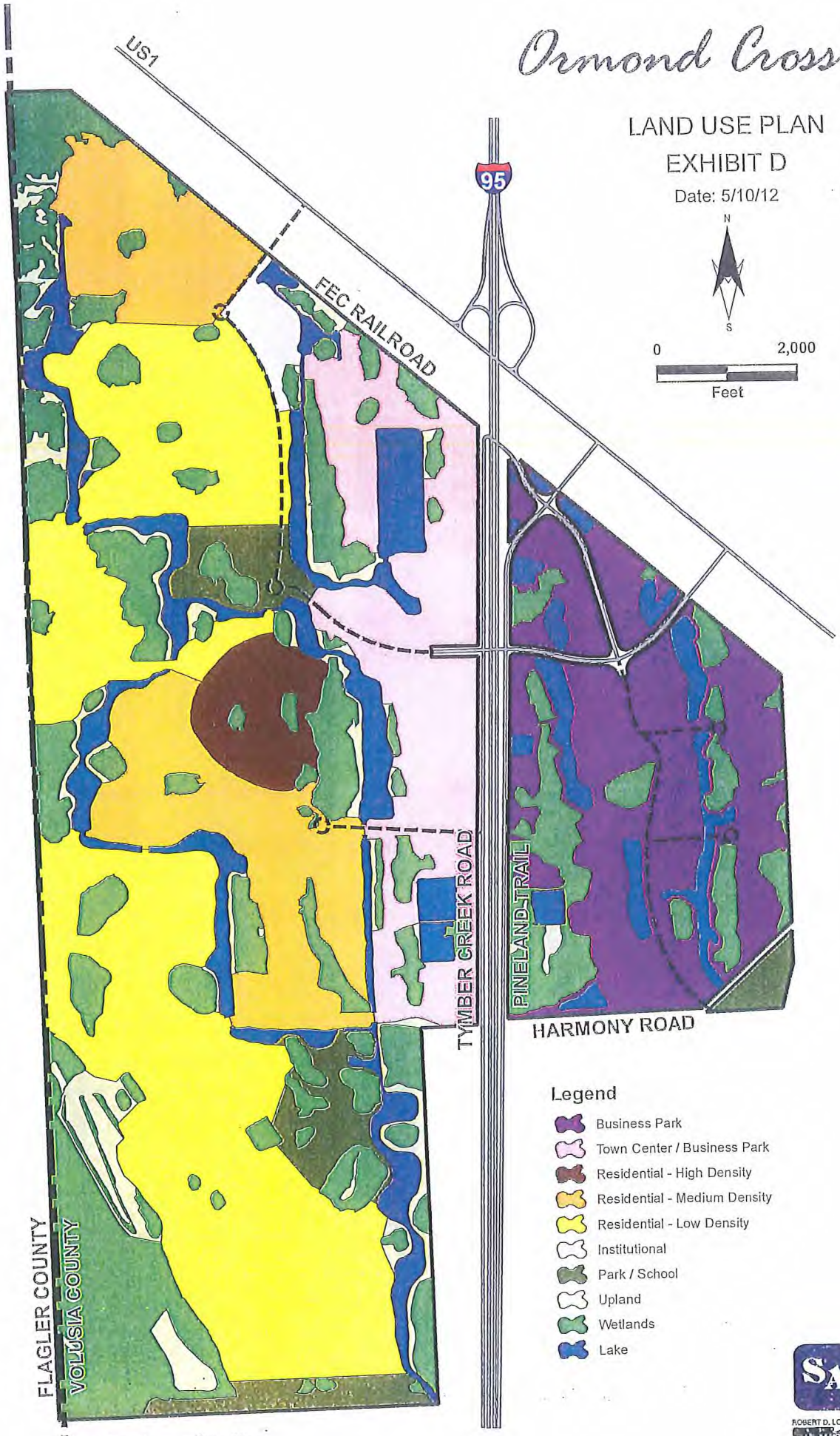
SAI SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
LAND PLANNING & DESIGN

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Ormond Crossings

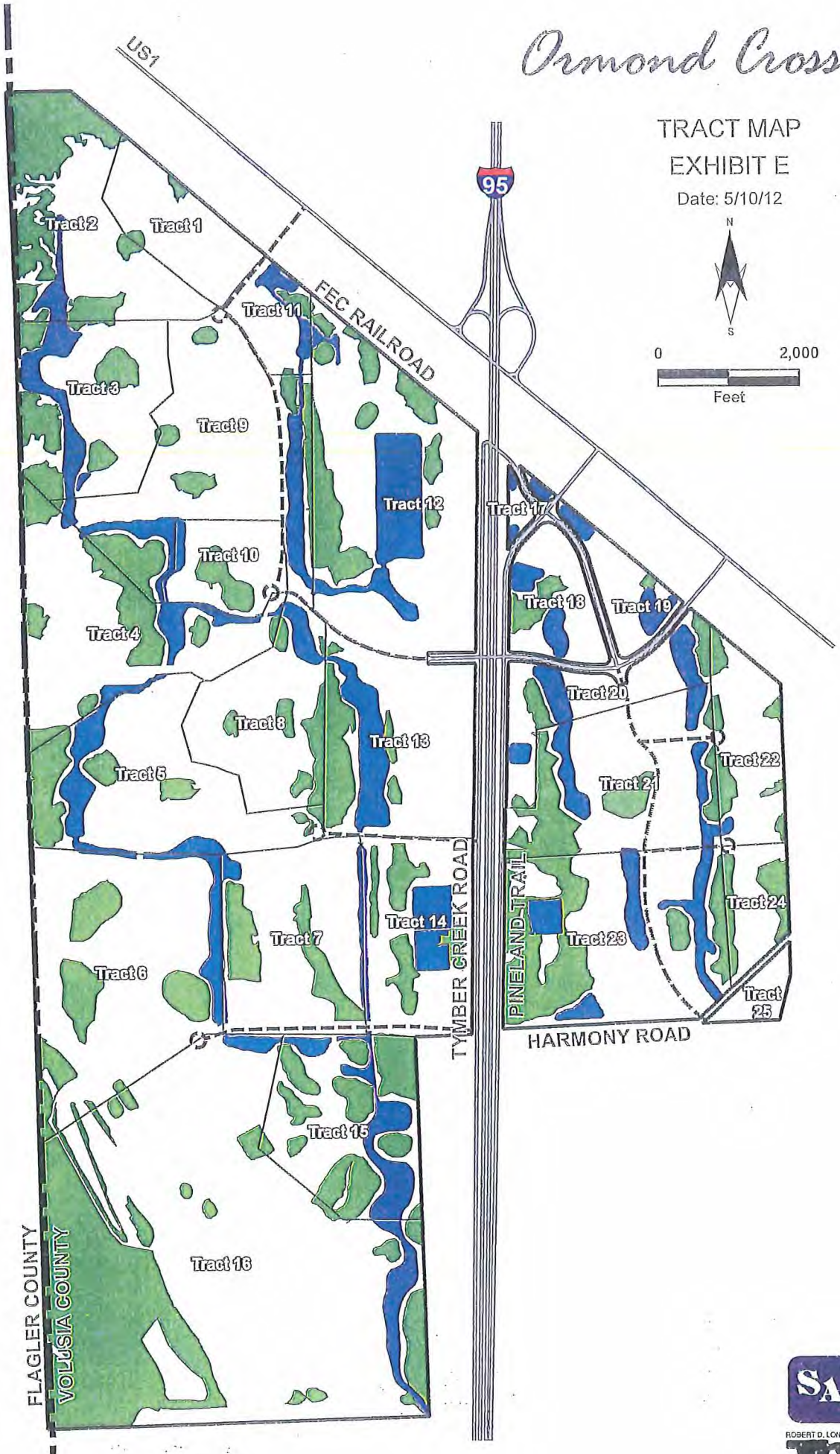
LAND USE PLAN
EXHIBIT D

Date: 5/10/12



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LOHOEFER LAND PLANNER
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Landuse-Plan 2010 0521.mxd)



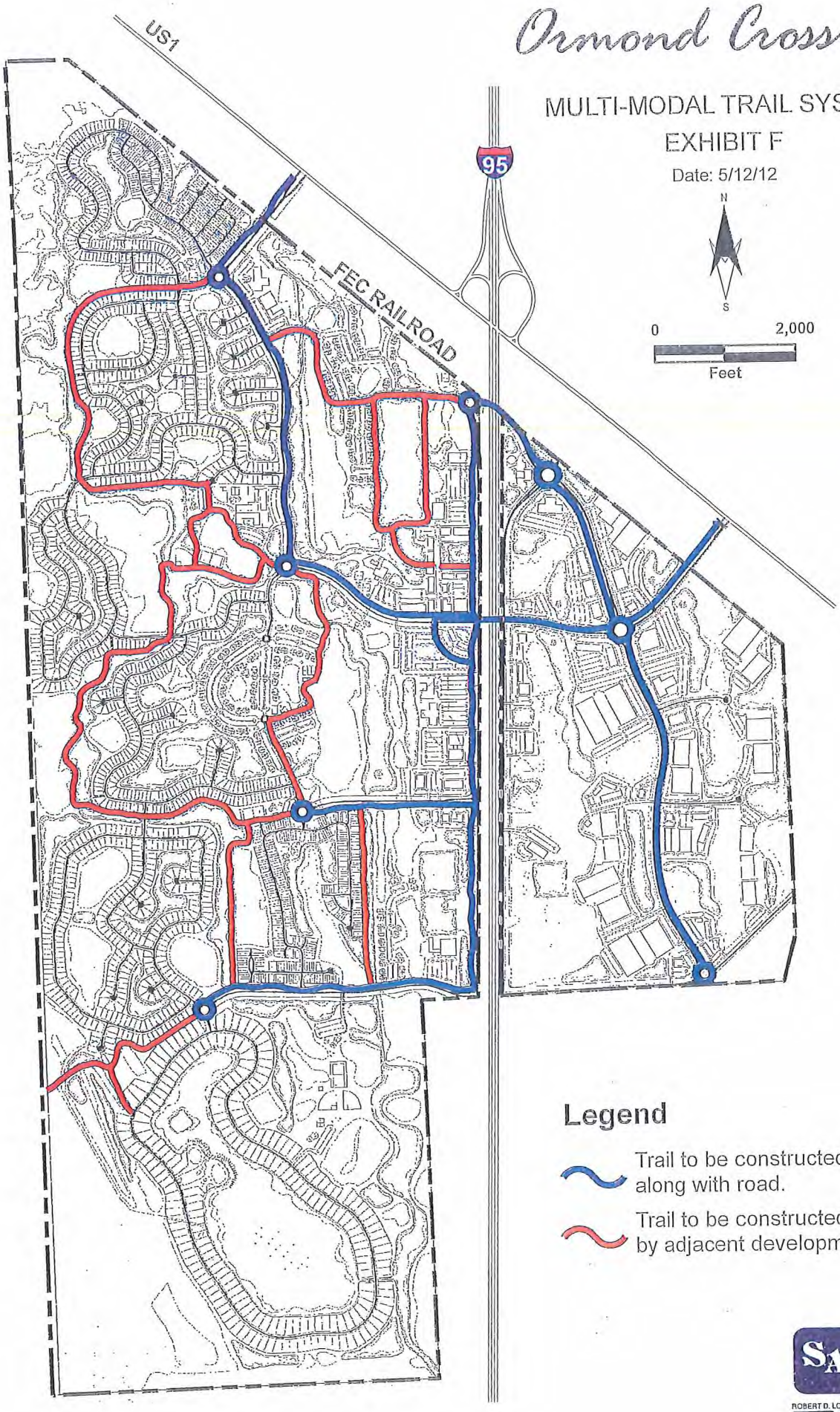
SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786 (407) 876-4644
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Tract Map 2010 0810.mxd)
5/10/2012 -- 12:53:18 P.M

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)
5/10/2012 12:58:41 PM

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.

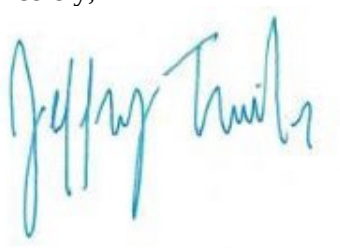
Meritage is the purchaser of a large portion of the residential lands within Ormond Crossings and there is a desire to develop the project as single-family residential lots at this time.

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: _____

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

_____
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

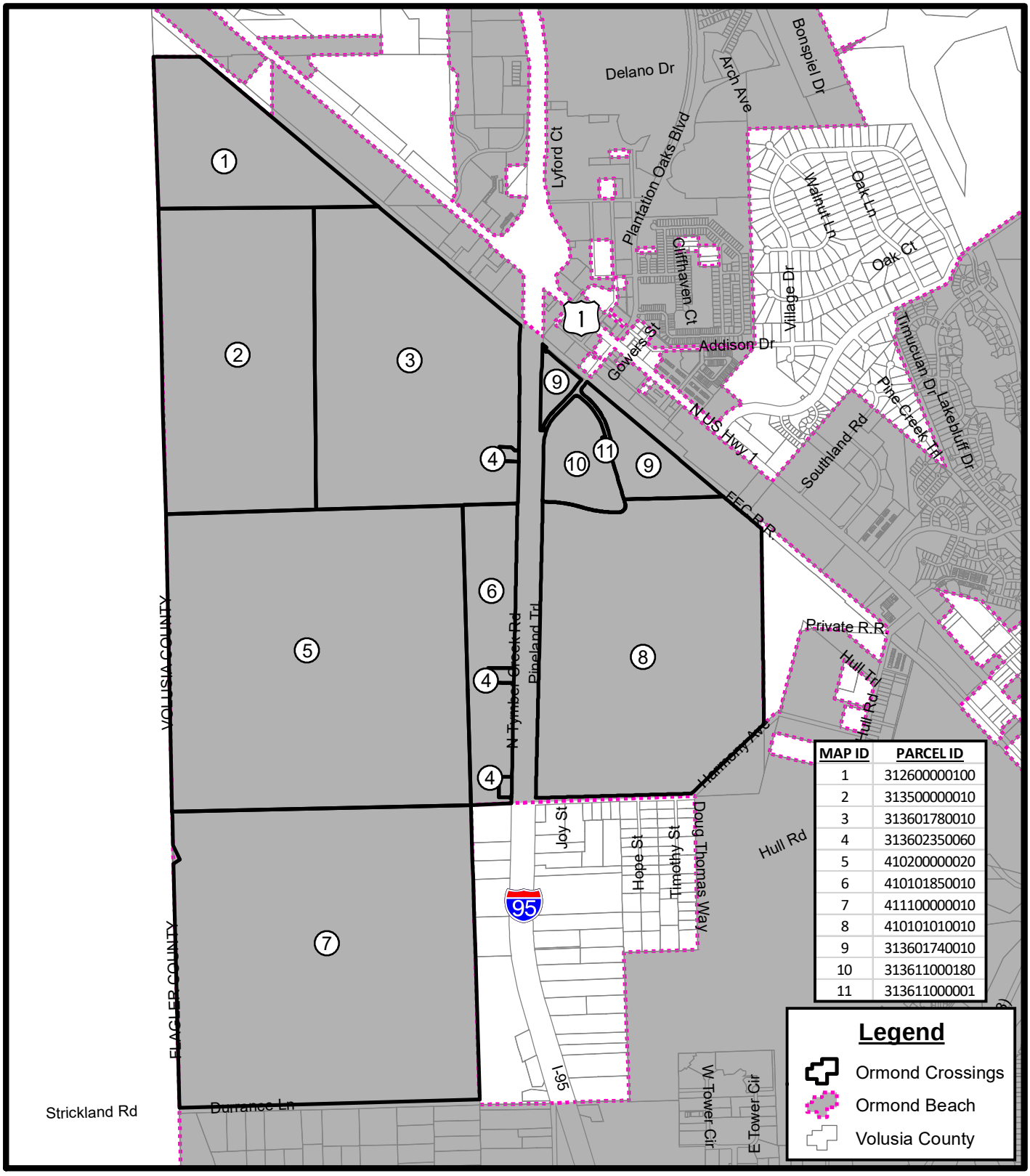
Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

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



MAP ID	PARCEL ID
1	312600000100
2	313500000010
3	313601780010
4	313602350060
5	410200000020
6	410101850010
7	411100000010
8	410101010010
9	313601740010
10	313611000180
11	313611000001

PARCEL MAP
ORMOND CROSSINGS

Prepared By: The City of Ormond Beach

N
W E
S

N.T.S.

12/27/2023 9:38:01 AM
Doc stamps $434,000.00
(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**

[Space Above This Line For Recording Data]

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: 9/12/24 — 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.

(Notary Seal)
MARYLAND
Notary Public - State of Maryland
Montgomery County
My Commission Expires Feb 7, 2025

Signature of Notary Public
Notary Public for the State of Florida

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.

- 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

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.

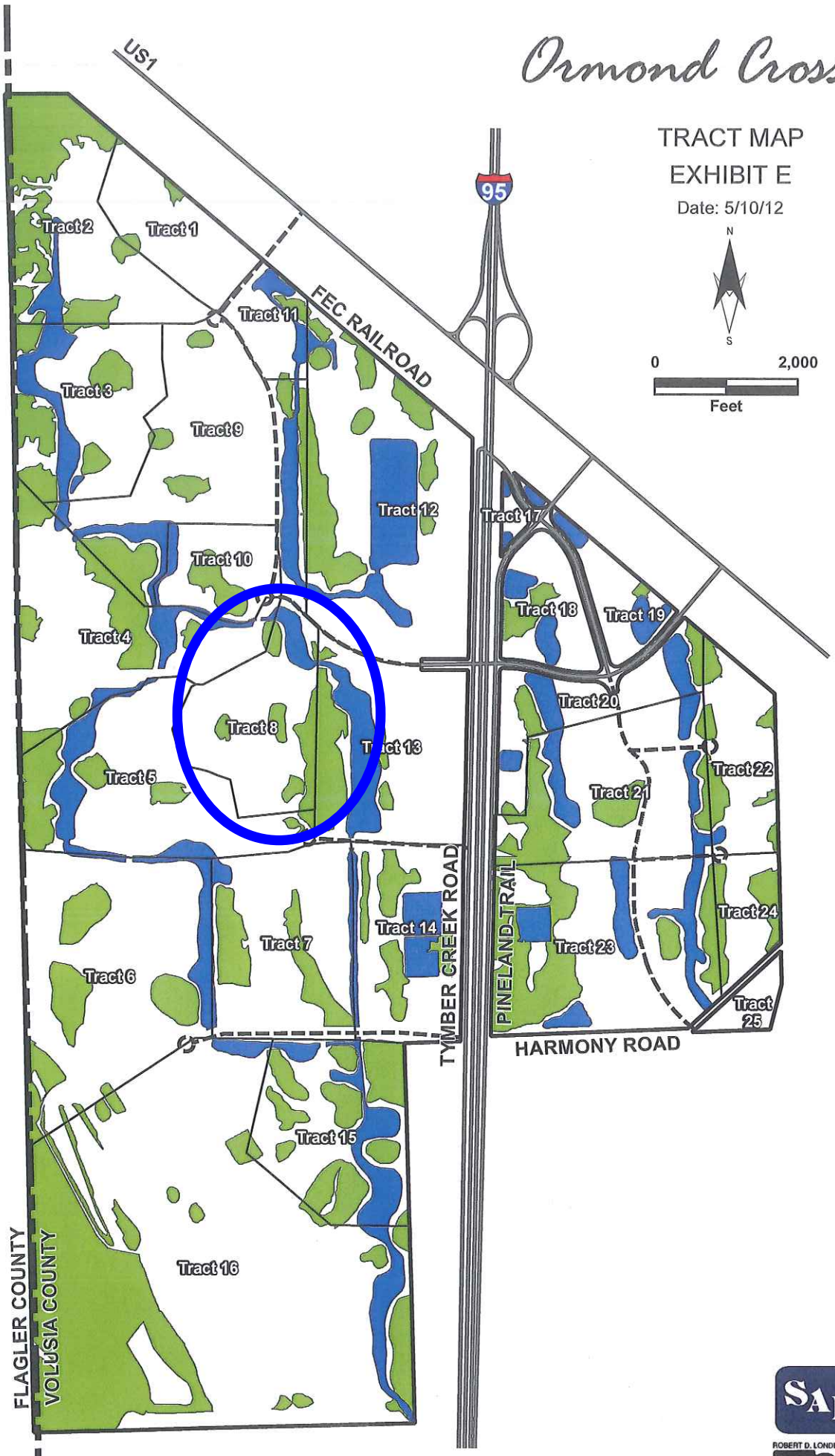
For purposes of phasing development and transferring title of portions of Ormond Crossings to project developers and other third parties, Ormond Crossings is divided into 25 tracts as shown on the Tract Map that is attached as **Exhibit "E"** hereto (the "Tract Map"). Table 5 identifies the Zoning Area 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

Ormond Crossings

TRACT MAP
EXHIBIT E
Date: 5/10/12



SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
PLANNING AND DESIGN

Map Document: (M:\OrmondCrossings\ArcView\OC-Tract Map 2010 0810.mxd)
5/10/2012 -- 12:53:18 PM

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.

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"). The following table identifies the Zoning Area for each tract.

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

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.

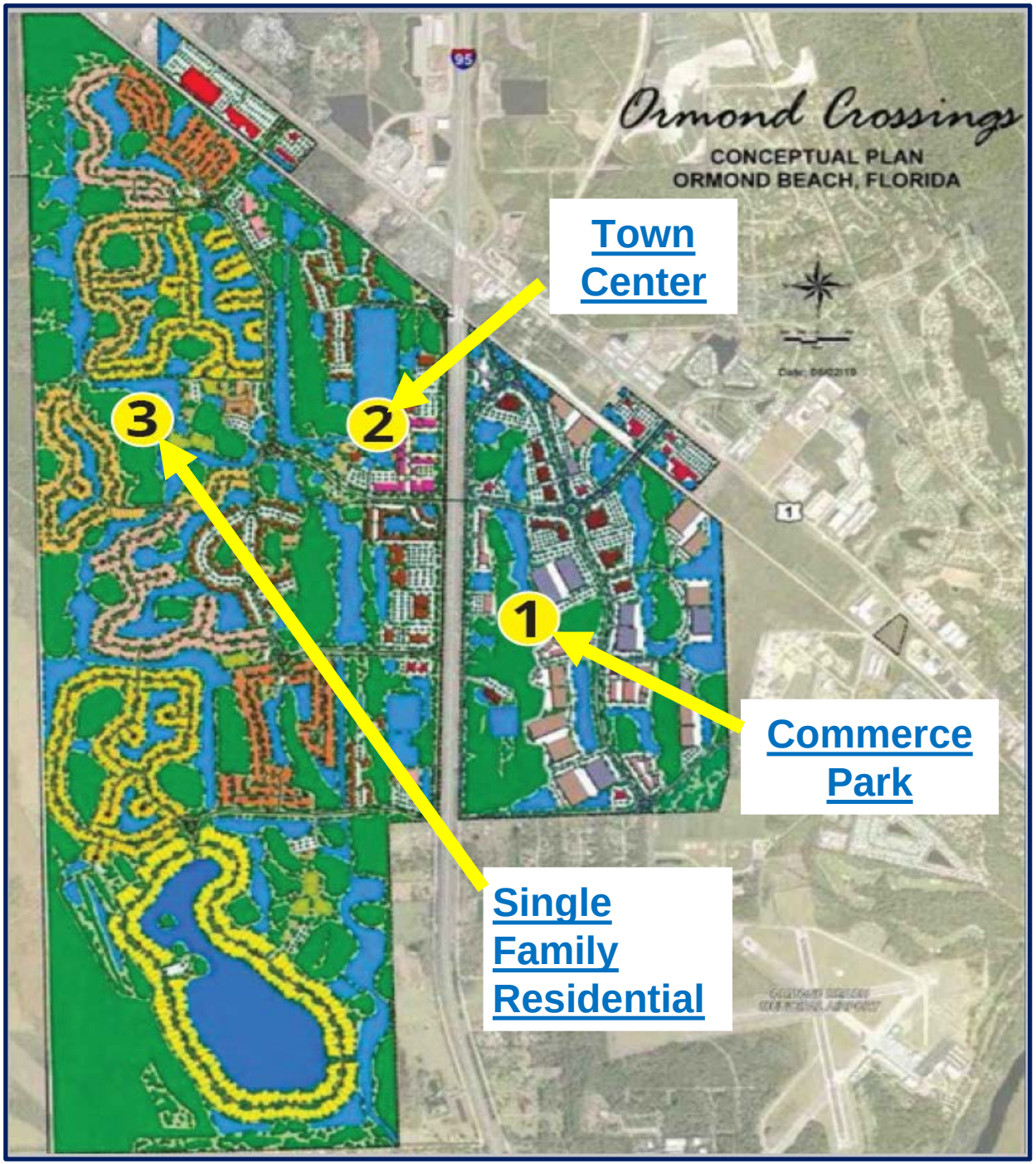
8.0 Land Use Compatibility.

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:

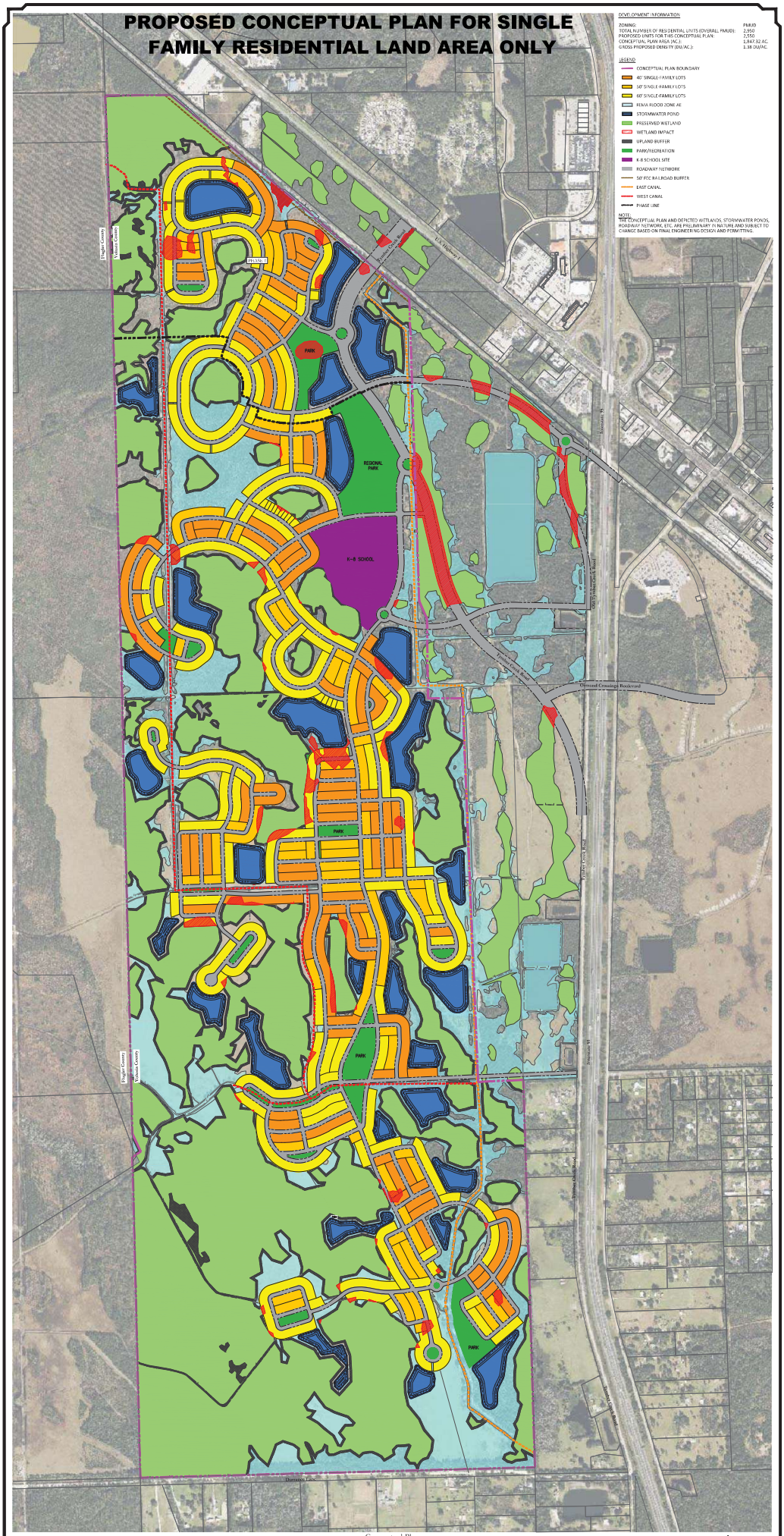
Proposed amendment

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



Conceptual Plan

Ormond Crossings West

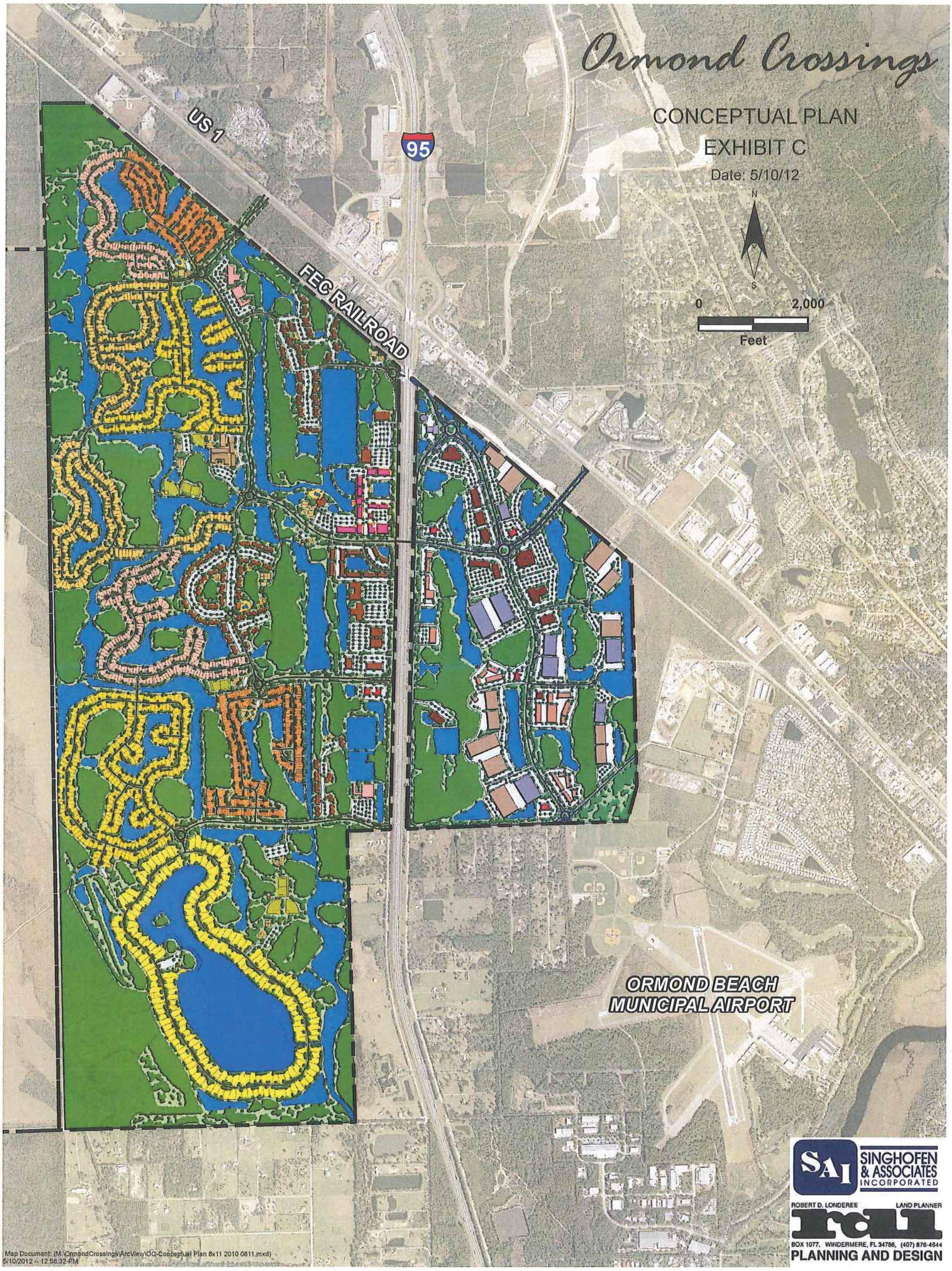
August 7, 2024

POULOS & BENNETT

SCALE IN FEET

Exhibit 1

APPROVED CONCEPTUAL PLAN, ORDINANCE 2013-50



Note: Concept Plan for Ormond Crossings land area for Commerce Park and Town Center would remain unchanged.

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.

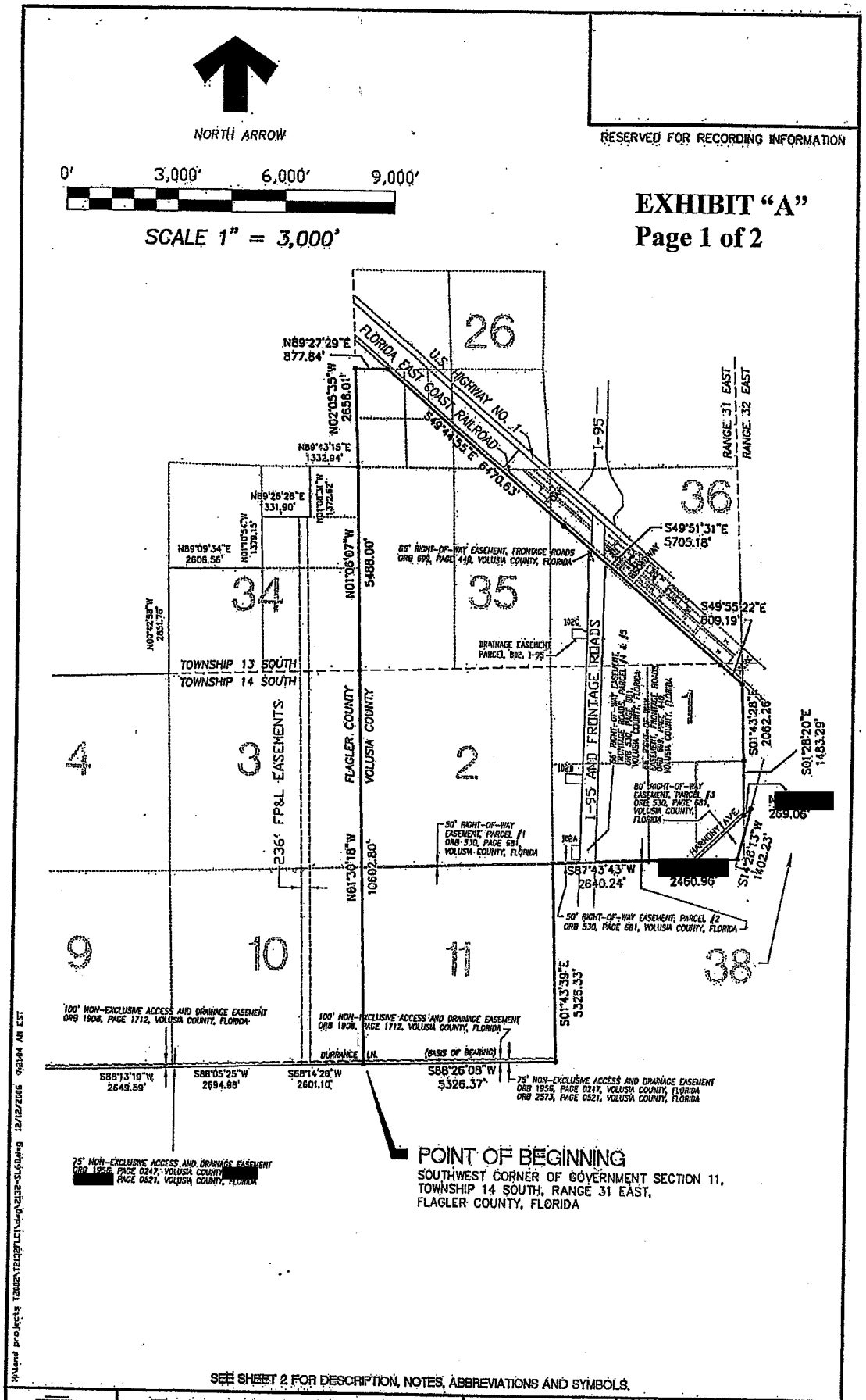
ED KELLEY
Mayor

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



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 T2002\T2132FLCI\dwg\2132-SL6.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
Δ=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
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ORB=OFFICIAL RECORD BOOK
FFE=FINISH FLOOR ELEVATION
(NR)=NON-RADIAL
(RAD)=RADIAL
A/C=AIR CONDITIONER UNIT

LB #2232

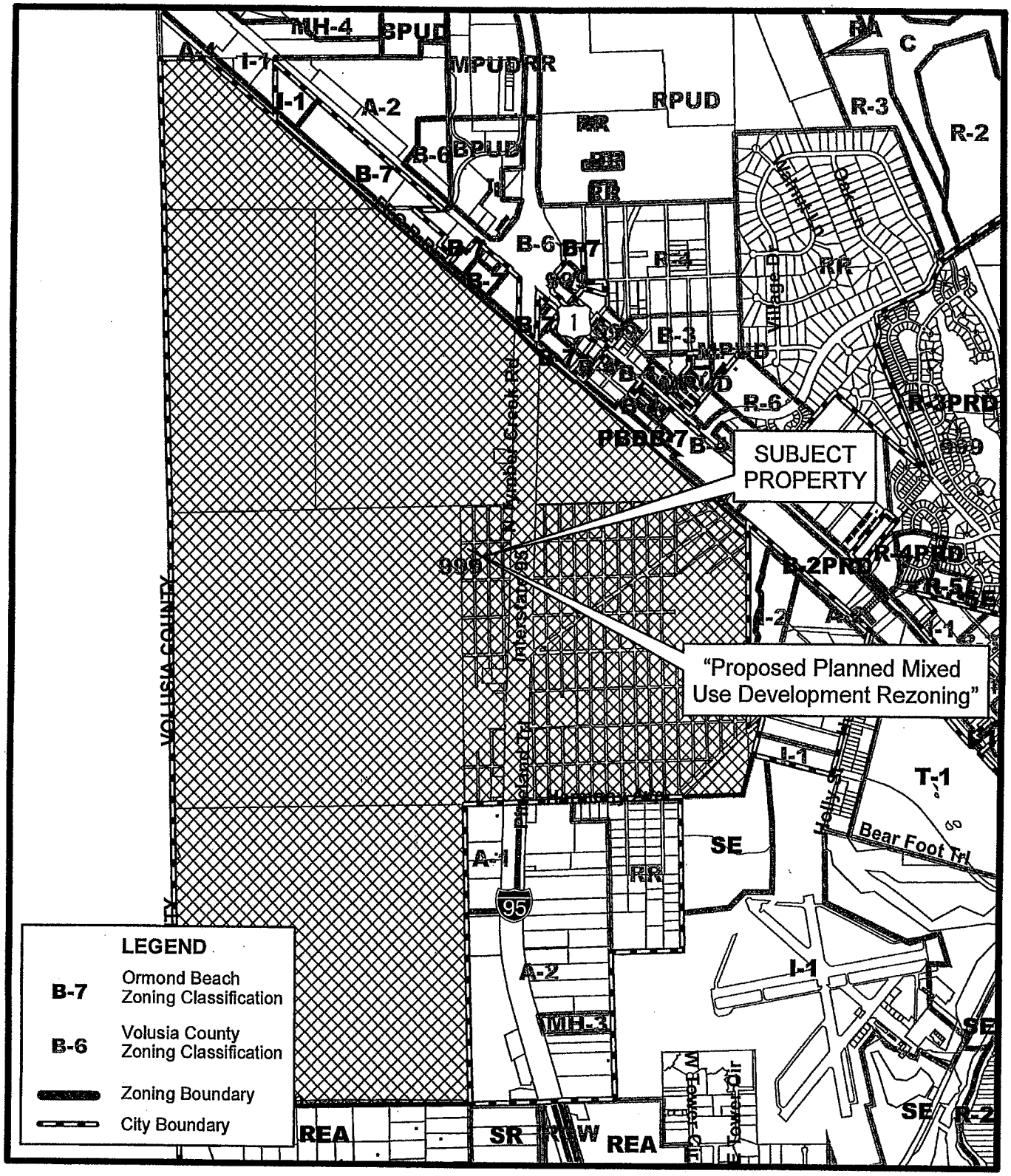
TOMOKA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 900 So. Ridgewood Ave, Daytona Beach, FL 32114
Phone: [redacted] Fax: 386-257-1601
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

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.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.

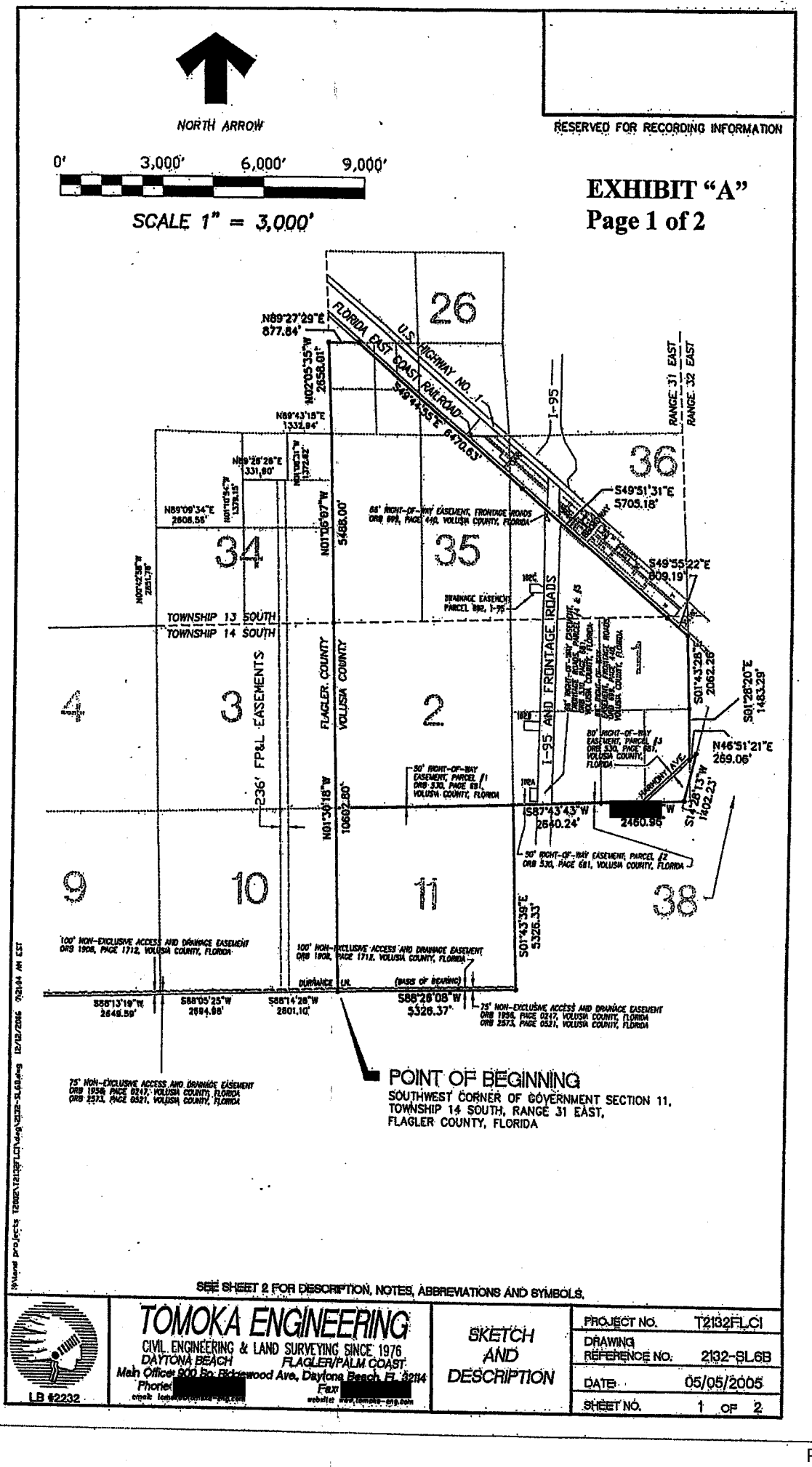
CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(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.

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: [redacted]
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 # 5
Book: 6910
Page: 823

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 36, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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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;
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CONTAINING 2,937.53 ACRES, MORE OR LESS.

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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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12/12/05

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.
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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
Δ=DELTA
R=RADIUS
[redacted]
CH=CHORD
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CB=CHORD BEARING
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Phone: [redacted] Fax: 386-257-1601
email: [redacted] 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)

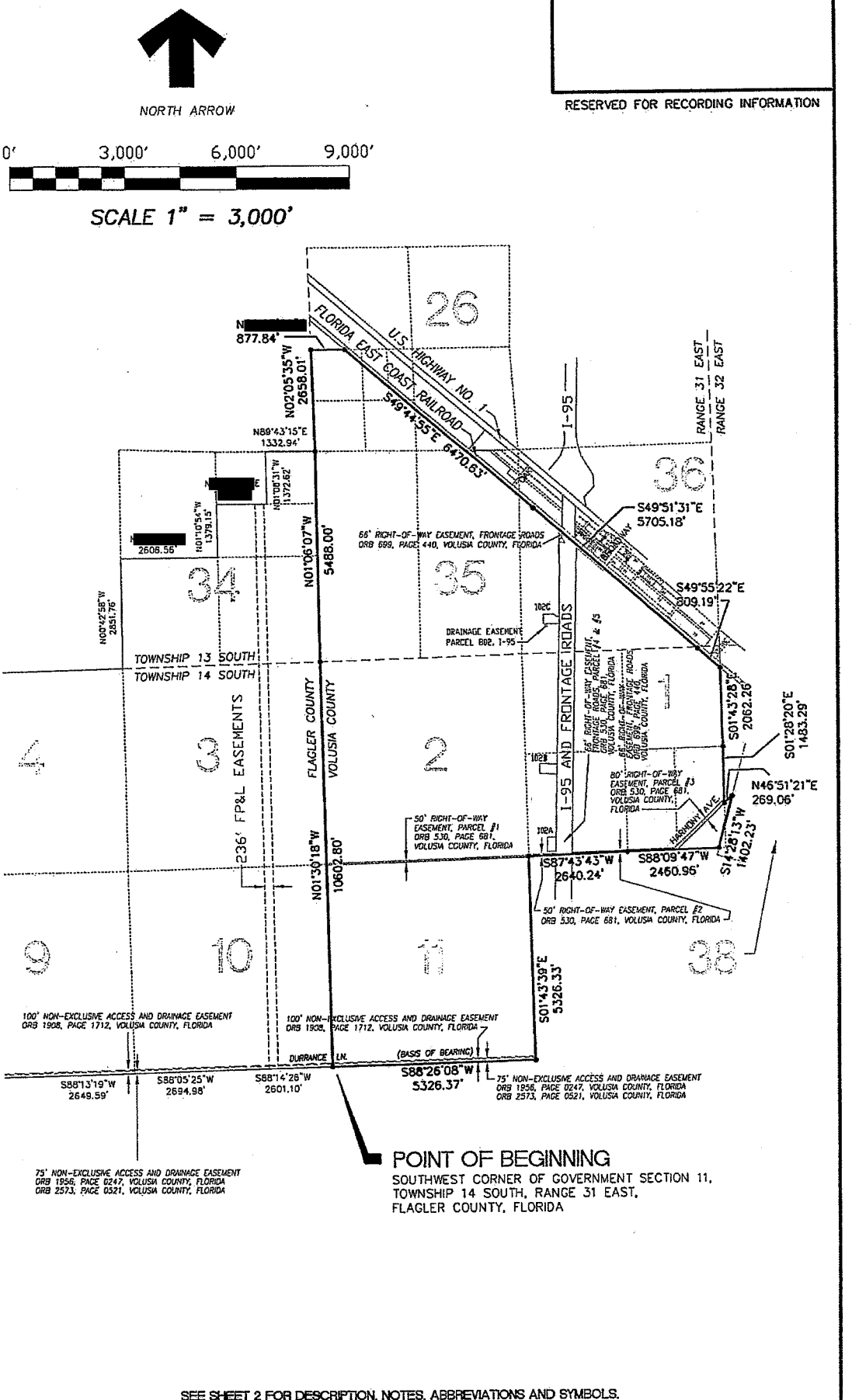
Danielle M Ferguson
Signature

Danielle M. Ferguson
Printed Name

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5/2/13

Instrument# 2013-183892 # 53
Book: 6910
Page: 871

RESERVED FOR RECORDING INFORMATION



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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: 386-257-1600 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.	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 deportment 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.

M:\land projects 1200\T2132FLCI\dwg\2132-SL6.dwg 12/12/2006 7:21:04 AM EST

12/12/05

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.

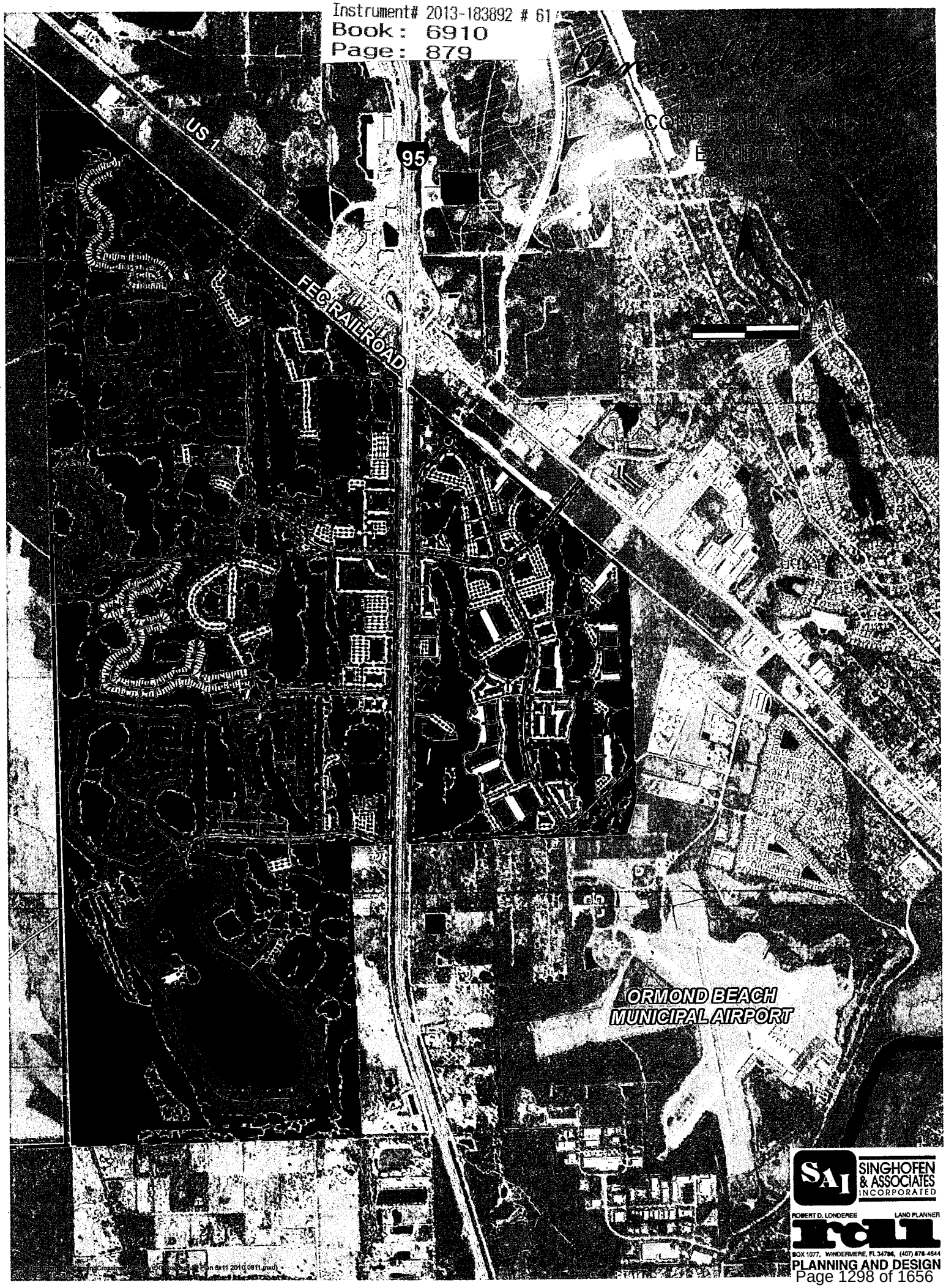
*** Eligible for City recreation impact fee credits.
**** Eligible for City fire and rescue impact fee credits if the City enacts impact fees to pay for public facilities.

Instrument# 2013-183892 # 61
Book: 6910
Page: 879

Laurel Preserve

CONCEPTUAL PLAN

EXHIBIT C



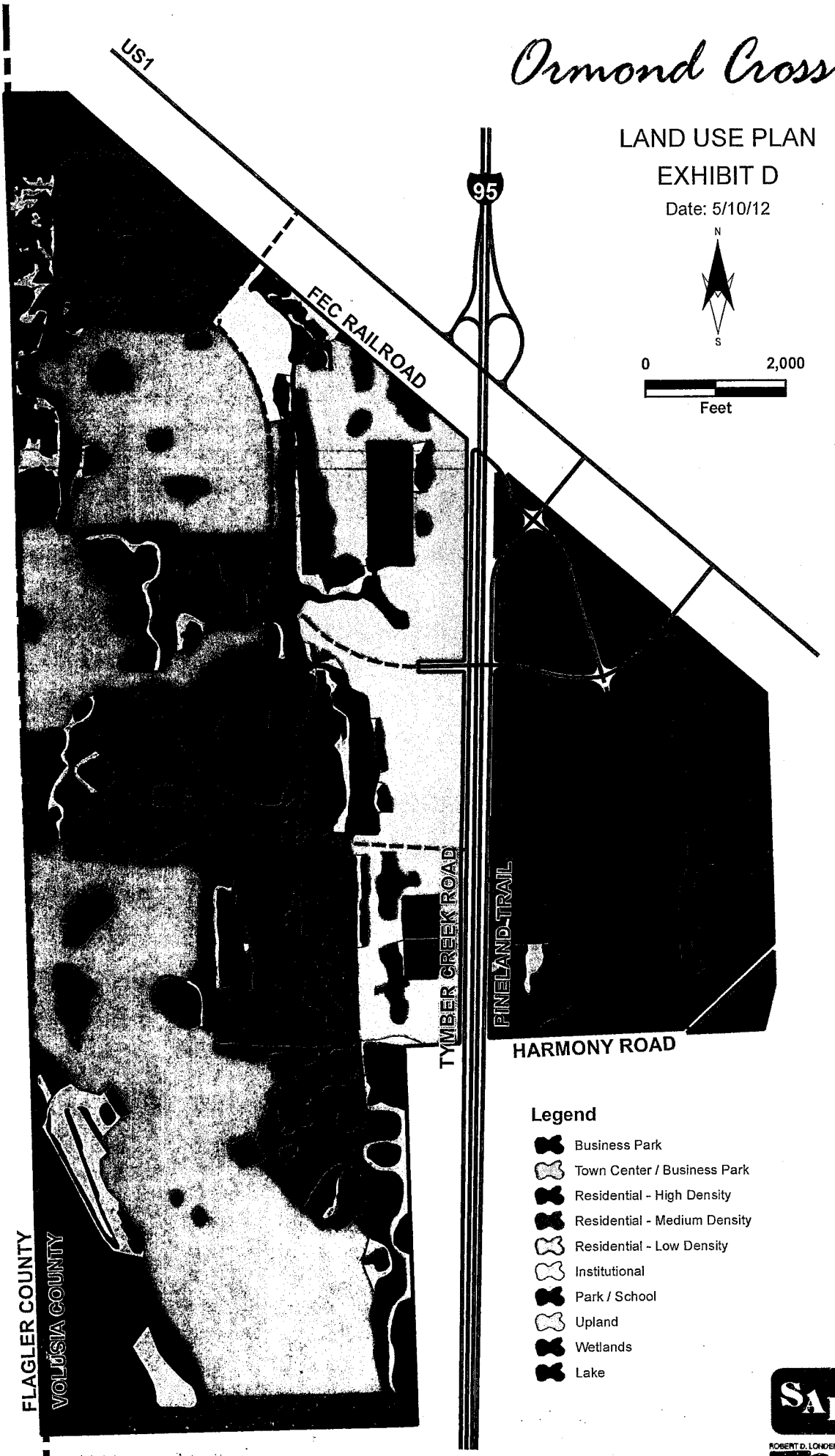
SAI SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
rall
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN

Instrument# 2013-183892 # 62
Book: 6910
Page: 880

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

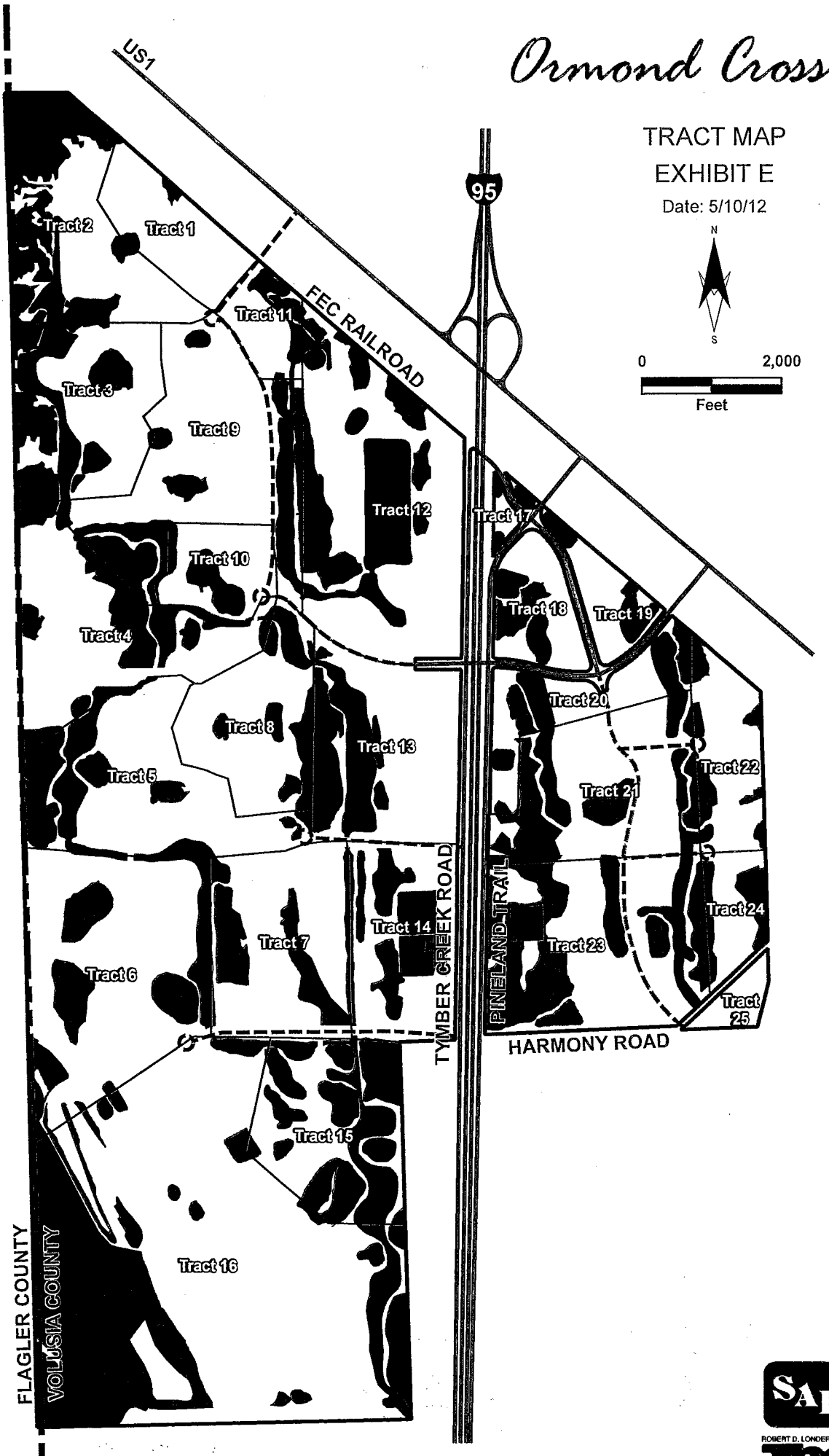
SINGHOFEN & ASSOCIATES INCORPORATED
ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN

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Book: 6910
Page: 881

Ormond Crossings

TRACT MAP
EXHIBIT E
Date: 5/10/12



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PLANNING AND DESIGN

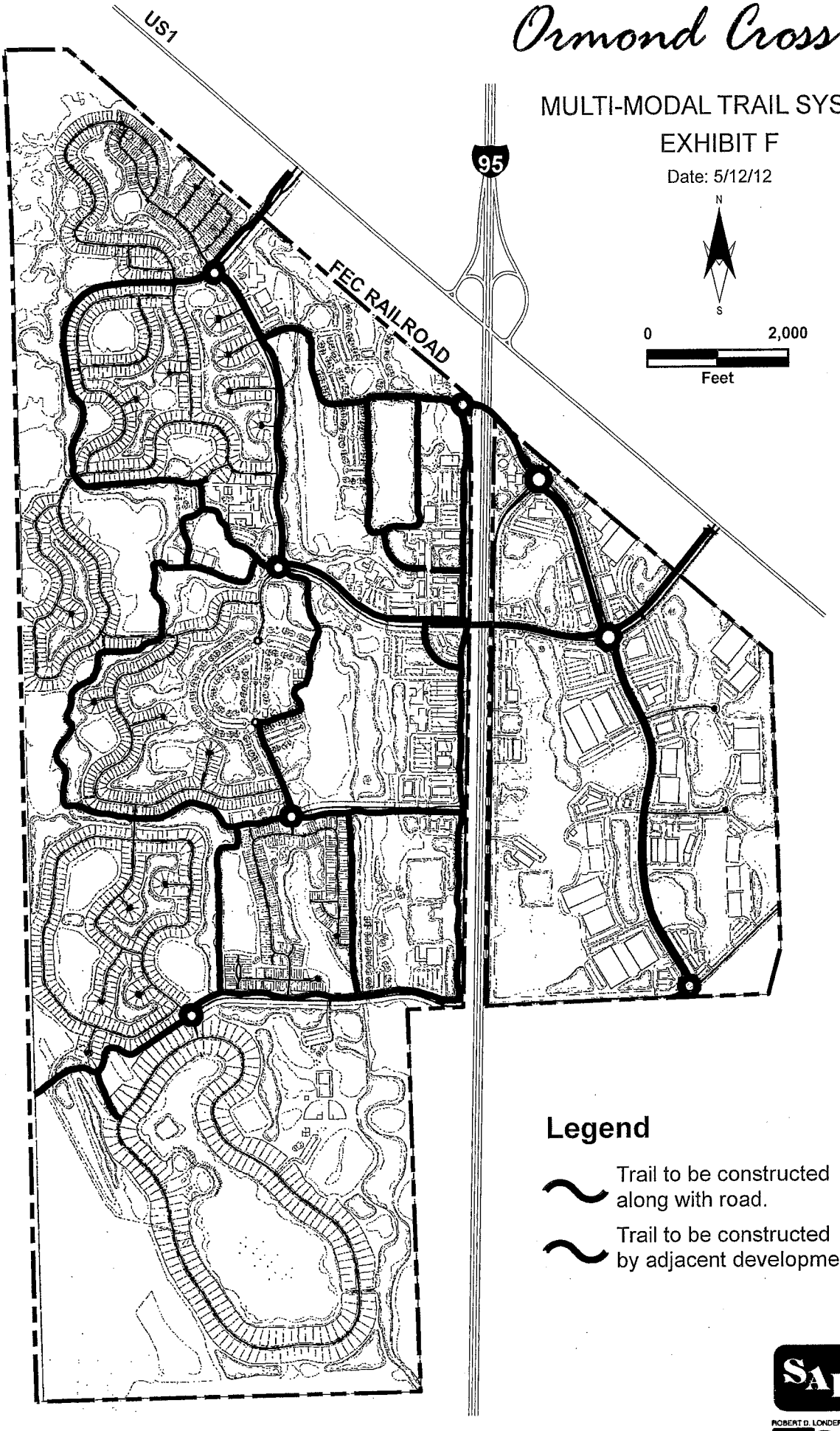
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Book: 6910
Page: 882

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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ROBERT D. LONDEREE LAND PLANNER
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN

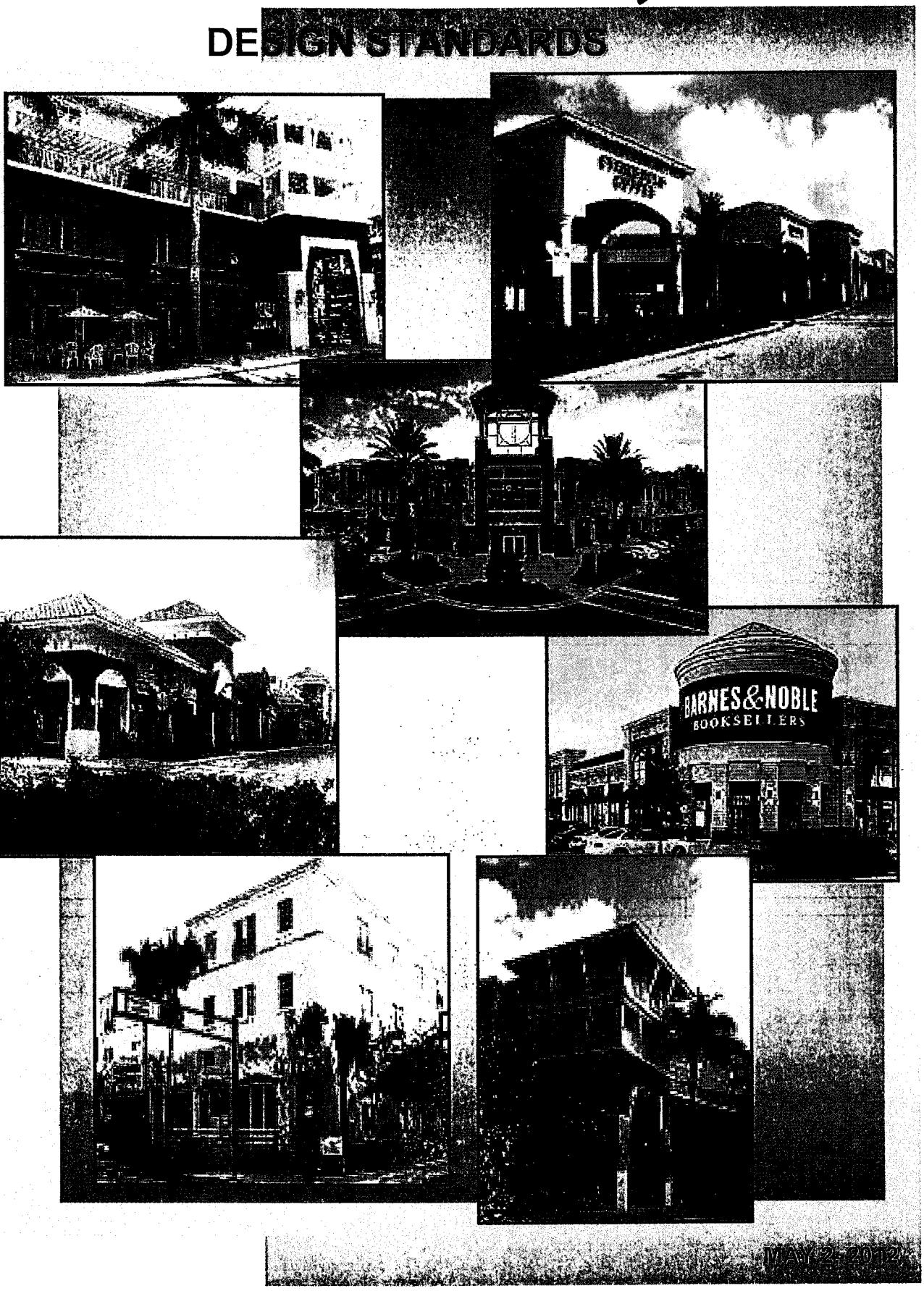
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Book: 6910
Page: 883

Ormond Crossings

DESIGN STANDARDS



MAY 2 2012

Instrument# 2013-183892 # 66
Book: 6910
Page: 884

TABLE OF CONTENTS

Page #

PART A. GENERAL

1.0 Project Introduction
1.1 Ormond Crossings Overview 1
1.2 Ormond Crossings Master Development Plan 1
1.3 Land Use Areas 1

2.0 Design Review
2.1 Description 2
2.2 Review Process and Required Submittals 2

3.0 Construction Regulations
3.1 Conduct 2
3.2 Environmental Protection 3

4.0 Violations and Enforcement
4.1 Remedies and Enforcement 4
4.2 No Waiver 4
4.3 Attorneys' Fees 4

PART B. ARCHITECTURAL DESIGN

1.0 Architectural Design Standards
1.1 Purpose
(a) Purpose 5
(b) Intent 5
(c) Applicability 5

1.2 General Requirements
(a) Architectural Styles 5
(b) Green Building 5
(c) Garages 6
(d) Accessory Structures 6
(e) Individual and Clustered Mail Boxes 6
(f) Exterior Colors 6
(g) Exterior Material/Finishes 8

1.3 Single-Family and Duplex Residential Architectural Design Standards
(a) Architectural Styles 8
(b) Roofs 8
(c) Facade Design 9
(d) Mechanical Equipment 11

1.4 Multi-Family and Non-residential Architectural Design Standards
(a) Corporate Trademark Design 11
(b) Building Architecture 11
(c) Roofs 14
(d) Building Entrances 15
(e) Awnings 15
(f) Outdoor Lighting 15
(g) Mechanical Equipment, Utilities and Storage Areas 16

2.0 Architectural Design Guidelines

2.1 Introduction
(a) Purpose 17
(b) Intent 17

2.2 General Architecture Guidelines
(a) Architecture Styles 18
(b) Garages and Accessory Structures 22
(c) Exterior Colors 23
(d) Exterior Material and Finishes 26

2.3 Single-Family and Duplex Standards
(a) Architectural Styles 27
(b) Roofs 28
(c) Massing 29
(d) Articulation 30
(e) Fenestration 31
(f) Shutters 32
(g) Awnings 33

2.4 Non-Residential and Multi-Family Standards
(a) Corporate Trademark Designs 34
(b) Massing 35
(c) Exterior Articulation Techniques 37
(d) Fenestration 39
(e) Roofs 41
(f) Building Entrances 43
(g) Awnings 44
(h) Outdoor Lighting 45
(i) Utility Areas 48

PART C. LANDSCAPE DESIGN

1.0 Landscape Design Standards

1.1 General Provisions
- (a) Purpose 50
- (b) Intent 50
- (c) Applicability 50
- (d) Measurement of Trees 50
- (e) Classification of Developments 50

1.2 Tree Preservation, Protection, and Replacement
- (a) New Development 51
- (b) Applicability of the City's Land Development Code 51

1.3 Landscaping and Irrigation Requirements
- (a) General Landscaping Requirements 51
- (b) Specific Landscaping Requirements for Class 1 & 2 Devs. 54
- (c) Tree and Plant Types, Sizes, and Quality 55
- (d) Street Mixed-Use Easement Buffer (MUE) 56
- (e) Parking Lot Landscaping Requirements 57
- (f) Lot Perimeter Landscape Requirements 59
- (g) Perimeter Planting Area Requirements 60
- (h) Miscellaneous Planting Requirements 61
- (i) Irrigation Requirements 61
- (j) Predeveloping Meeting 64
- (k) Site Cleaning and Grading 64

1.4 Prohibited Plant Materials 64

2.0 Landscape Design Guidelines

2.1 Introduction
- (a) Purpose 64
- (b) Intent 65

2.2 Landscape Examples 65

2.3 Streetscape Corridor Typical Sections 80

Instrument# 2013-183892 # 69
Book: 6910
Page: 887

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.

Instrument# 2013-183892 # 74
Book: 6910
Page: 892

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
Portals
Windows
Transoms
Show cases
Bay windows and oriels
Lintels
String courses and moldings
Fascia
Cornice
Piers
Arches
Bays
Balconies
Brackets
Wings
Porches
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

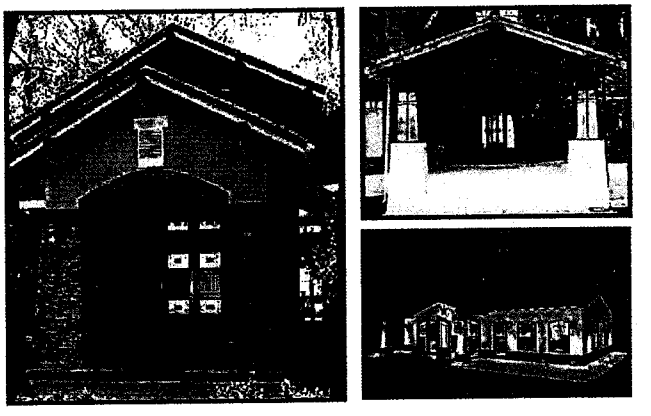
COLONIAL

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.



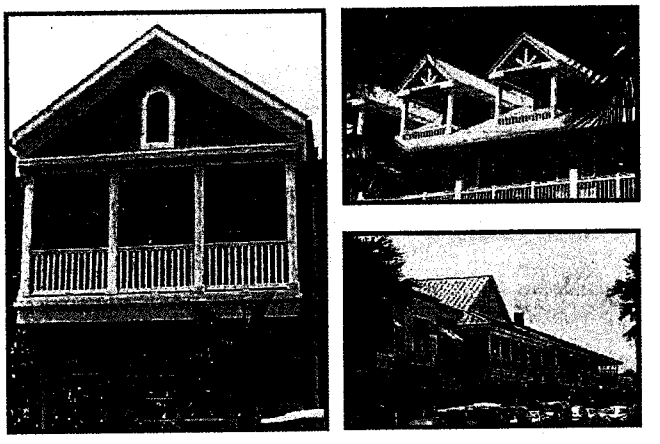
CRAFTSMAN

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.



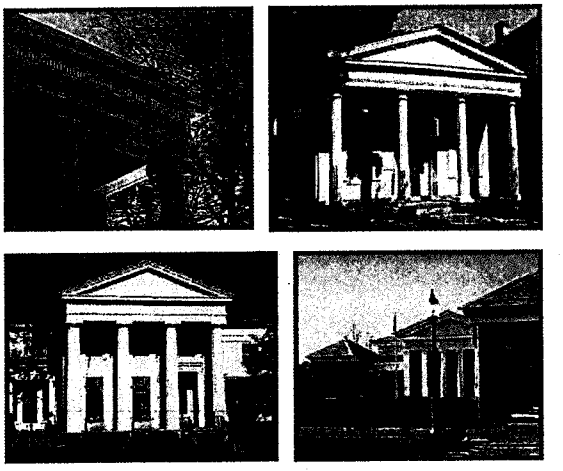
FLORIDA VERNACULAR

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

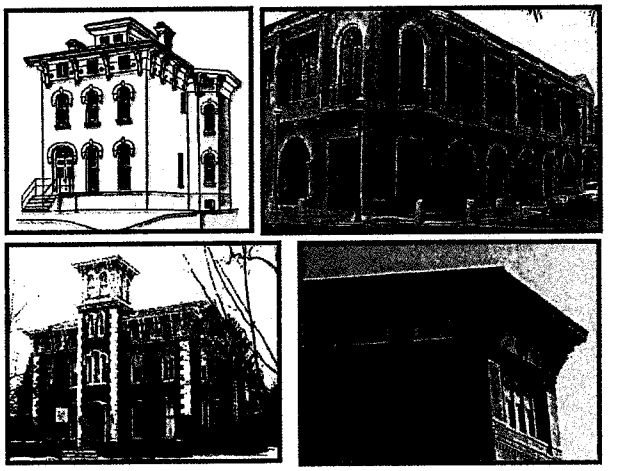
The Greek Revival style is derived from ancient Greek temples. Signature features include an even number of columns, typically four or six, which support an entablature and a triangular pediment. The columns typically flank the front of the building but sometimes encircled it.



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.

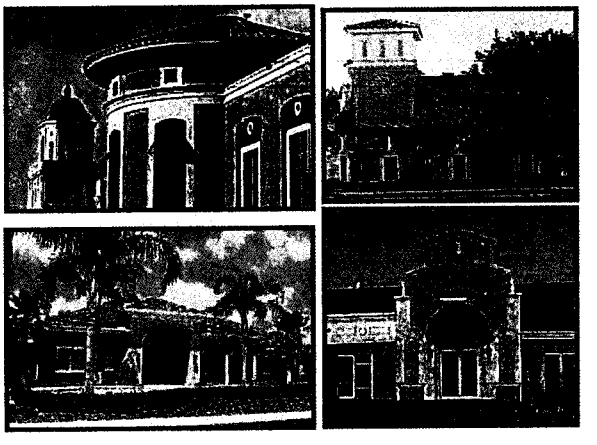
Typical features include square or rectangular floor plans, low pitch or flat roof, towers or cupolas, formal window crowns, paired or group sashed windows, double doors, and cornice moldings. Italianate typically have horizontal belt courses and corner quoins.



MEDITERRANEAN

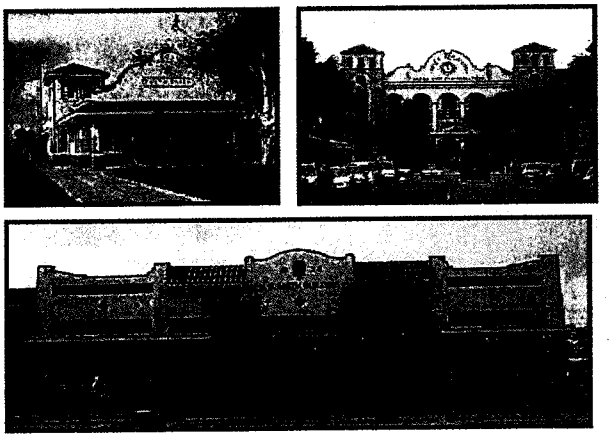
This style was common in California, Florida, and Texas during the 1920s. The style has also been referred to as Spanish Colonial Revival and Spanish Eclectic.

Characteristics include low-pitched roofs, usually with little or no overhang, parapets, red tile roofs, arches, stucco, and asymmetrical façades.



MISSION

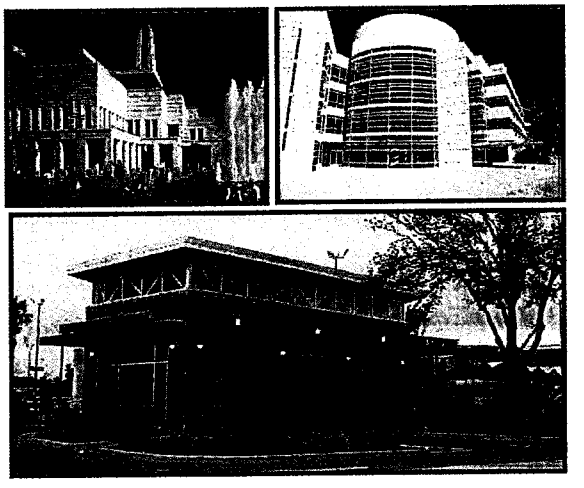
Although not as common as the classical styles, scattered examples were built in the early 20th century throughout the country. The Mission style was usually associated with a wide variety of buildings including churches, train stations, government buildings, and some private residences. Typical features of the style include red barrel clay tile, arches, earth tones; stucco; and asymmetrical façades.



MODERN

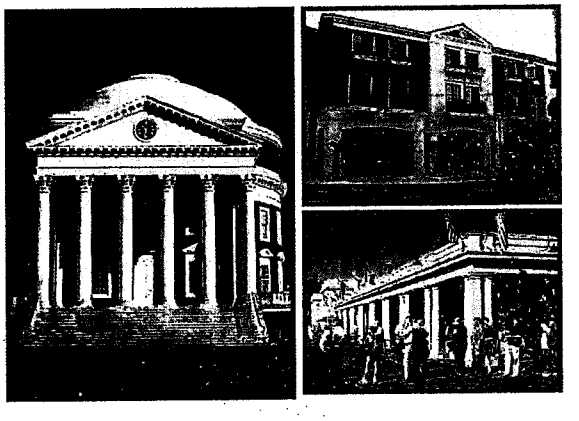
Modern architecture can be generally defined as being a design that abandons the ornamentation of the past and omits traditional detailing. Form follows function, while using local materials to reference the vernacular.

Proportion, massing, scale, fenestration, color, etc., should be included in the design as well as human relativity and compatibility with surrounding architecture.

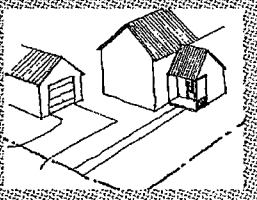


NEOCLASSICAL

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.

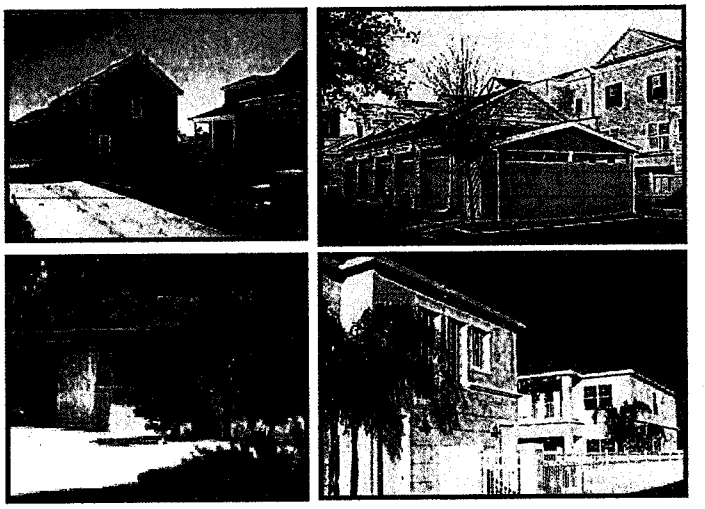


(b) Garages and Accessory Structures



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



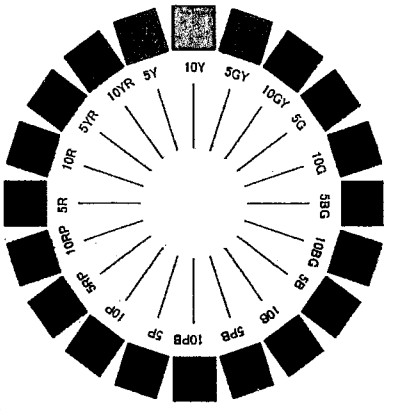
☒ *Not Allowed: Incompatible Styles*



☑ *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



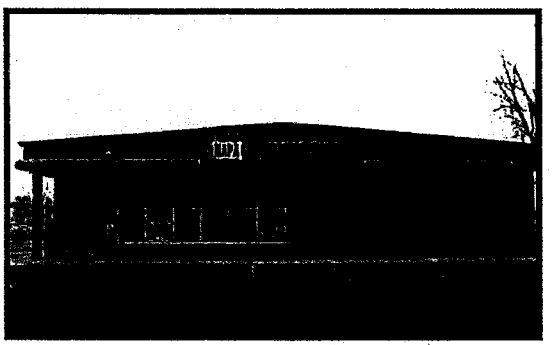
☑ Allowed: Architectural Elements & Detail Properly Painted



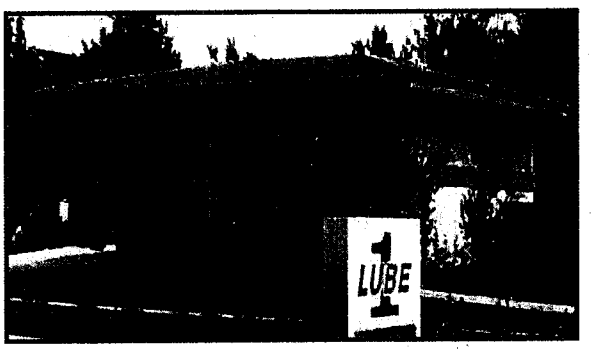
☒ *Not Allowed: Five Colors Used*



☑ *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

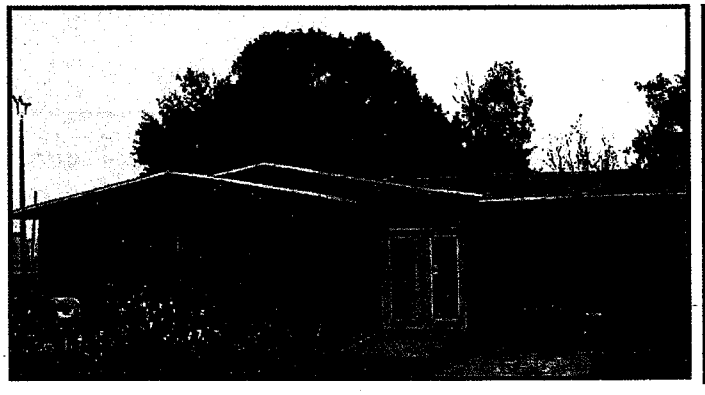


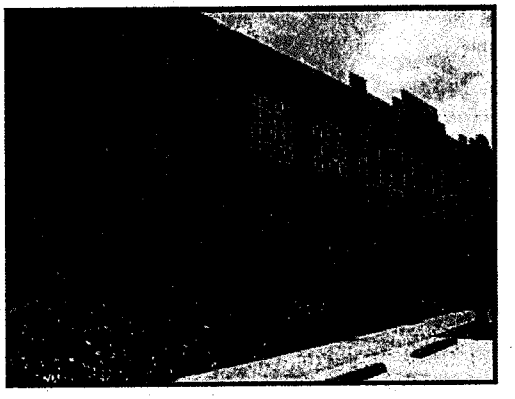
Examples of Prohibited Painted Faux Features

Faux Building Features

Painted faux features or elements such as, but not limited to, windows, doors, shutters, or flower boxes are prohibited.







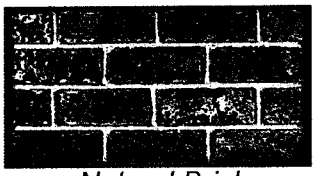
☒ *Not Allowed: Painted Windows, Doors, Shutters & Flower Boxes*

(d) Exterior Materials and Finishes

Building Materials

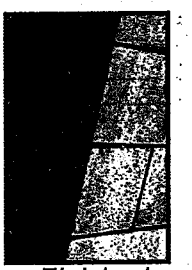
Building materials have one of the strongest visual effects of all elements of building design. Therefore, they should be selected based on compatibility with the building style and neighborhood character. The scale of the building materials used should respond to the scale of the proposed building. Synthetic materials similar in appearance and durability are also allowed. Exposed concrete block and corrugated metal are prohibited.

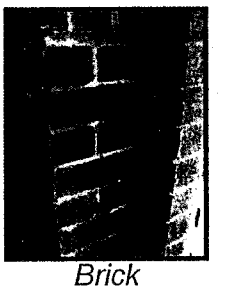
Permitted Materials for Exterior Walls


Natural Brick

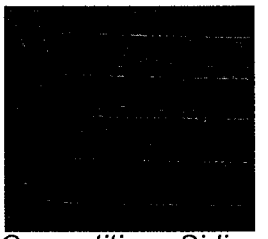

Wood Siding

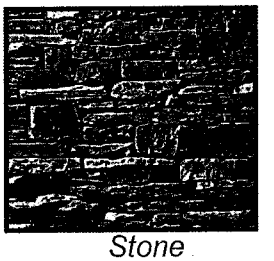

Stucco

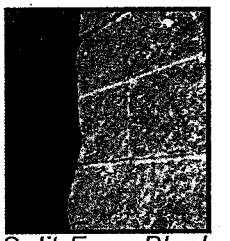

Finished Concrete


Brick

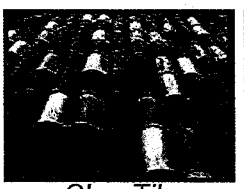

Finished Metal

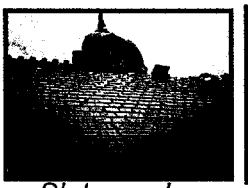

Cementitious Siding


Stone


Split-Face Block

Permitted Materials for Roofs

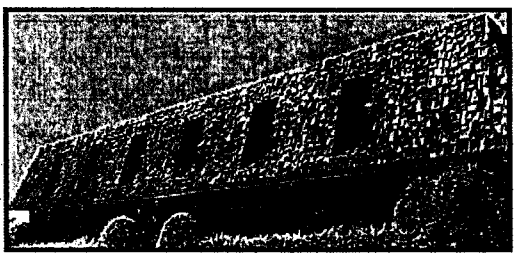

Clay Tile

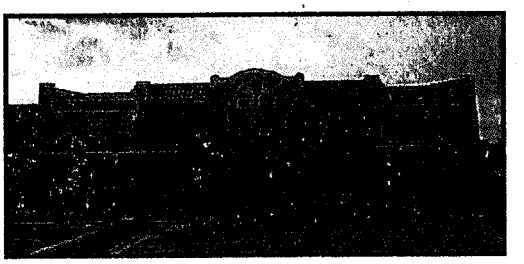

Slate or clay


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.

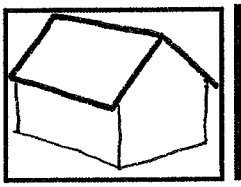
(b) Roofs

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.

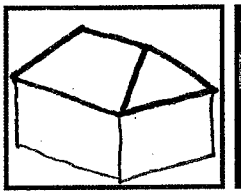
Examples of Acceptable Roofs

Gable



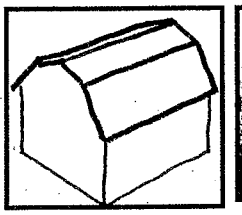


Hip

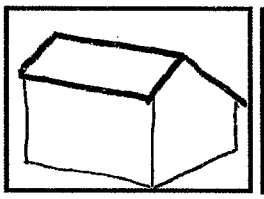




Gambrel

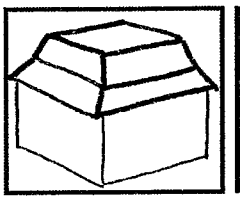








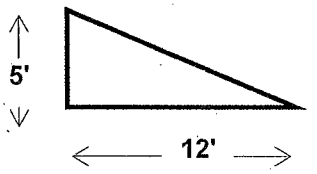
Shed



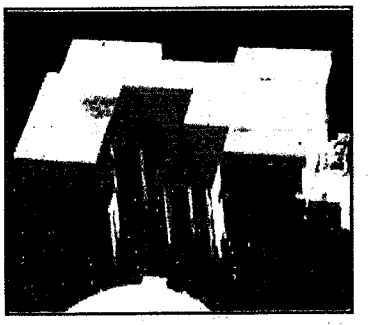


Mansard

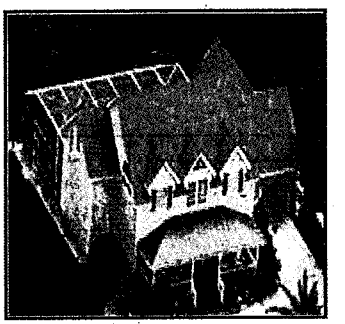
Pitched roofs shall have a minimum slope of 5:12 and shall have a minimum overhang of two feet beyond the building wall. Pitched roofs shall be enhanced by the addition of dormers, belvederes, chimneys, cupolas, clock towers, and similar elements.



Comparative Examples



☒ *Not Allowed: Sloped Roof Less than 65%.*



☑ *Allowed: Sloped Roof More than 65%.*

(c) Massing

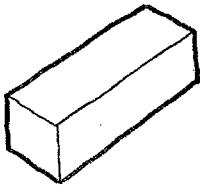
Buildings shall have architectural features and patterns that provide visual interest from the perspective of the pedestrians and motorists. Buildings shall include substantial variation in massing such as changes in height and horizontal plane. Massing shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

Examples of Massing

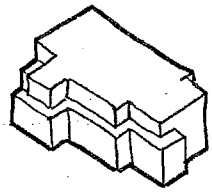




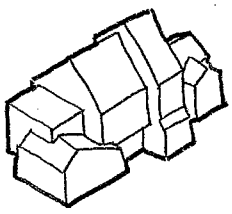
Progression of Massing



Undesirable Architectural Treatment



Vertical and Horizontal Massing Added



Multi-Planed Roofs and Awnings Add Desirable Massing

Comparative Examples



☒ *Not Allowed: Minimal Massing*

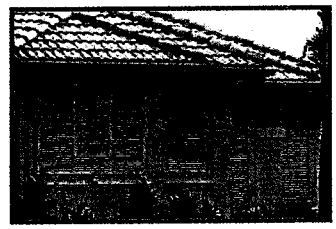


☑ *Allowed: The Use of Massing*

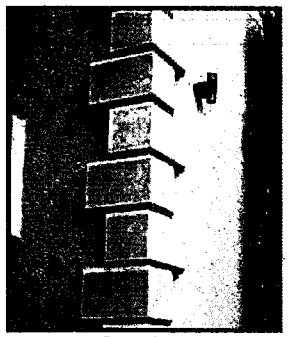
(d) Articulation


Molding


Dormer


Louvers


Banding

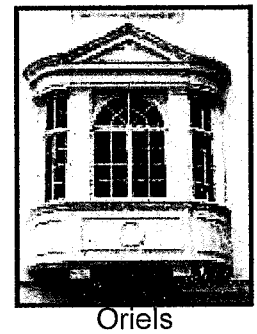

Quoins

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:

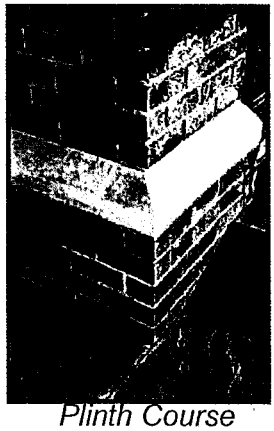
- Plinth Course
- Cornices
- Arches
- Balconies
- Bracket
- Shutters
- Keystones
- Louvers
- Banding
- Moldings
- Stringcourse
- Quoins
- Oriels
- Dormers

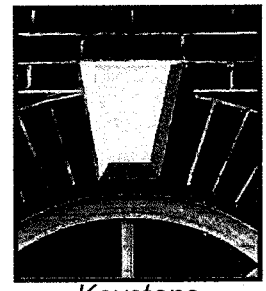
Banding can be placed around the windows and doors. Window shutters may substitute for banding. Horizontal banding that continues the length of the facade, facing the street, golf course, recreational water bodies, or other similar highly visible areas creates a picturesque view.

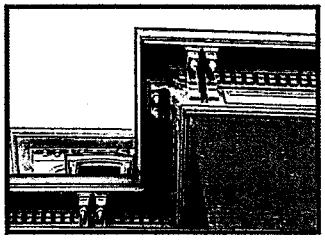
Articulation shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

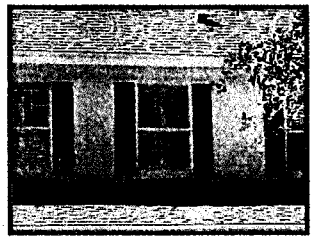

Oriels

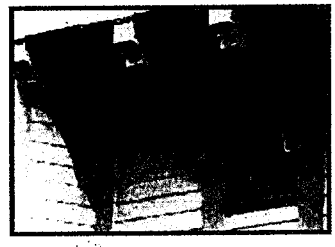

Balcony


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.

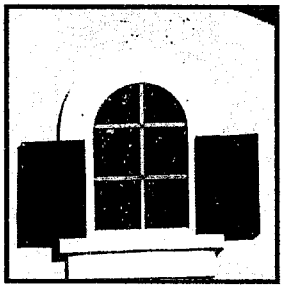
- Accent shutters shall have a contrasting color to the wall color.
- Shall match the height of the window.
- Should look operable/ authentic.
- Types of shutters allowed:
  - Panels
  - Slats

Types of Shutters Allowed



French Shutters

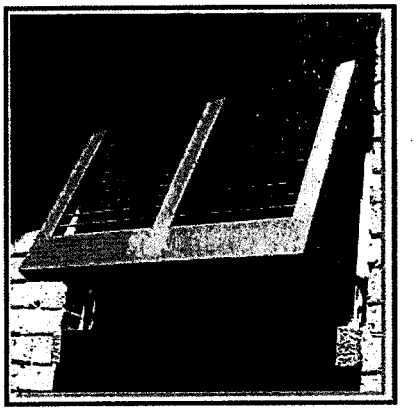
Comparative Examples of Shutters



☒ Not Allowed: Out of proportion.

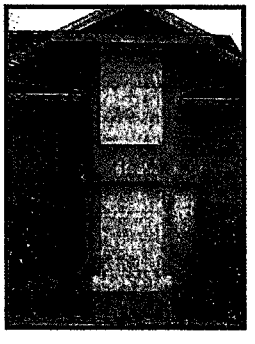


☑ Allowed: Correct positioning, shape & proportion

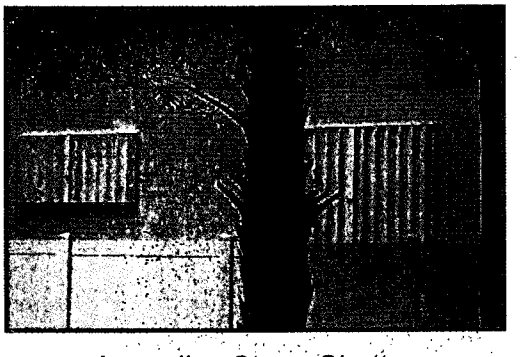


Bahamian Shutters

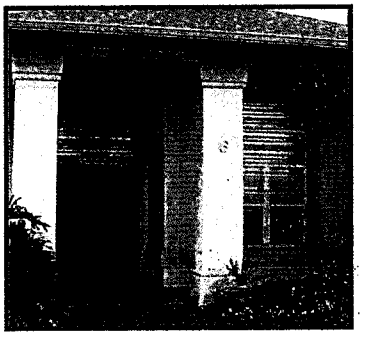
Permissible Storm Shutters



Roll-Up Storm Shutters



Accordion Storm Shutters



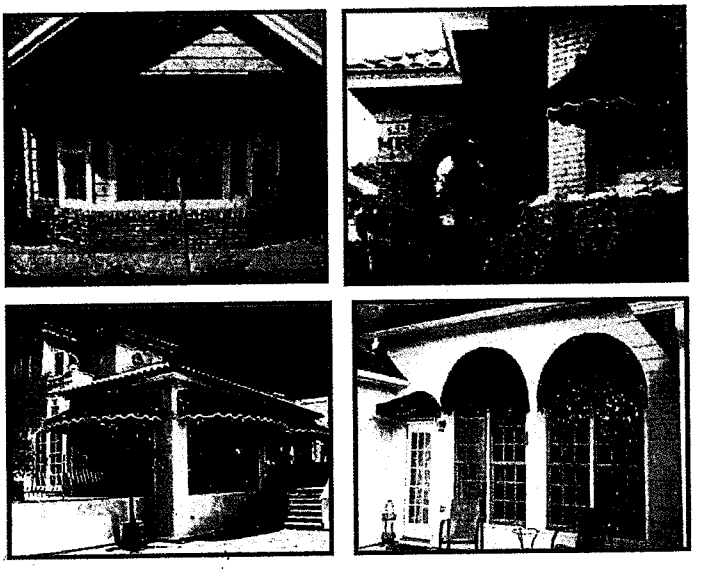
Clear Guard Shutters

(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.

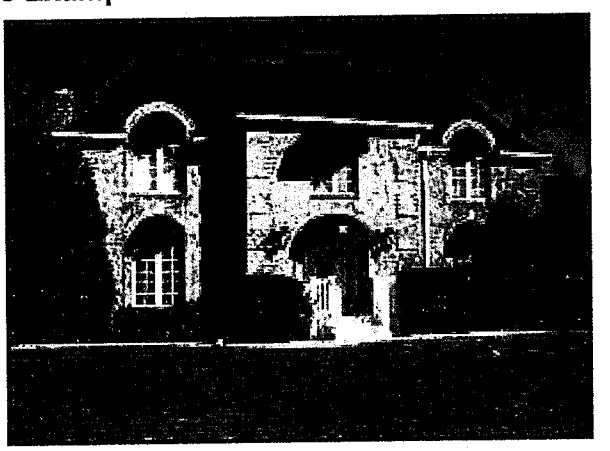
Examples of Acceptable Awnings



Comparative Examples



☒ *Not Allowed: Inappropriate colors and materials*



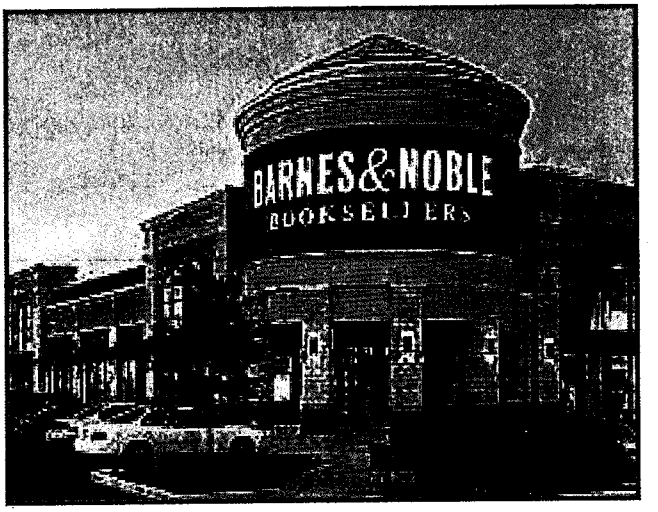
☑ *Allowed: Complementary colors and materials*

2.4 Non-Residential and Multi-Family Standards

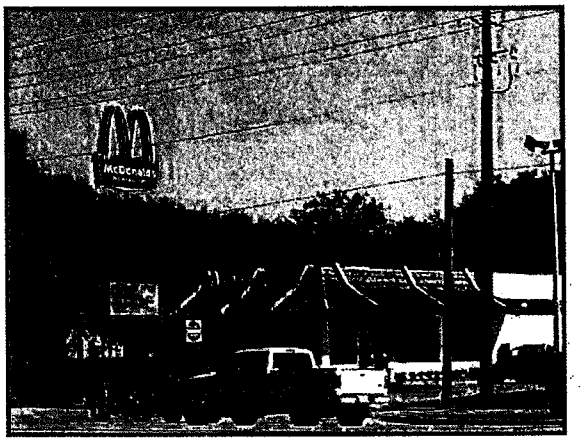
(a) Corporate Trademark Designs

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.

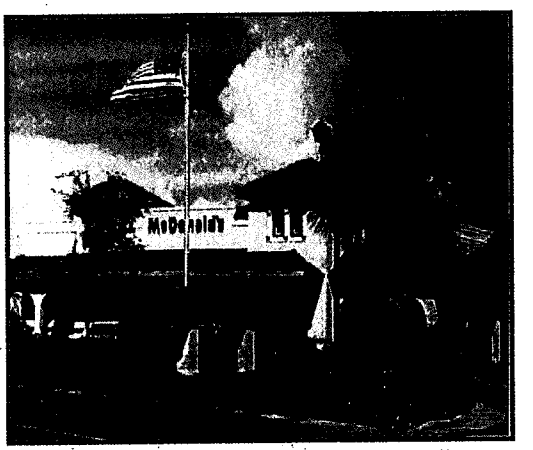
Examples of Acceptable Corporate Architectural Designs



Comparative Examples



☒ *Not Allowed: Corporate Brand Design, Architecture as Signage*



☑ *Allowed: Adherence to Quality Architectural Standards*

(b) Massing

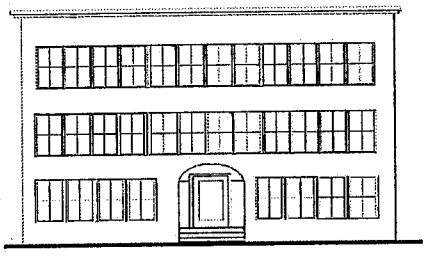
Buildings shall include substantial variation in massing such as changes in height and horizontal plane to minimize the bulk of the volume and achieve pedestrian scale. Massing shall be included for each fifty linear feet of wall that exceeds fifty feet in length.

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

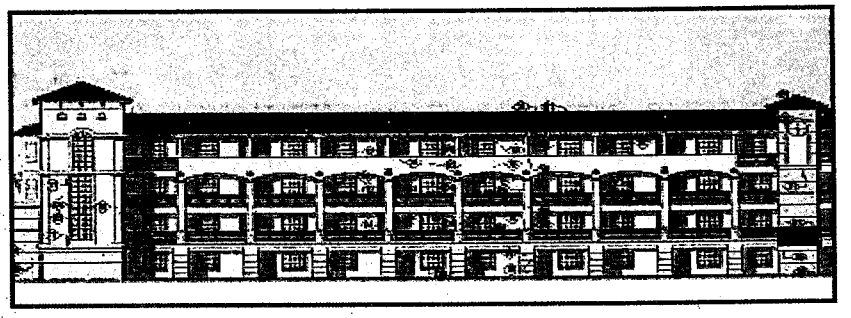


☒ *Not Allowed: Not enough massing*



☑ *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*



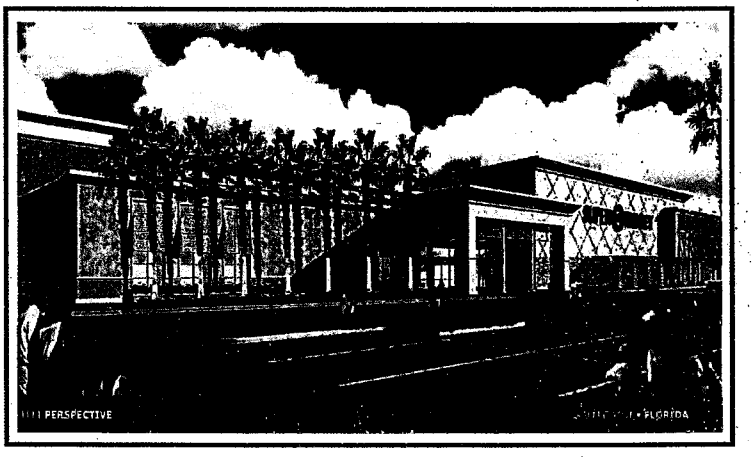
☑ *Arcades, Balconies*

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*

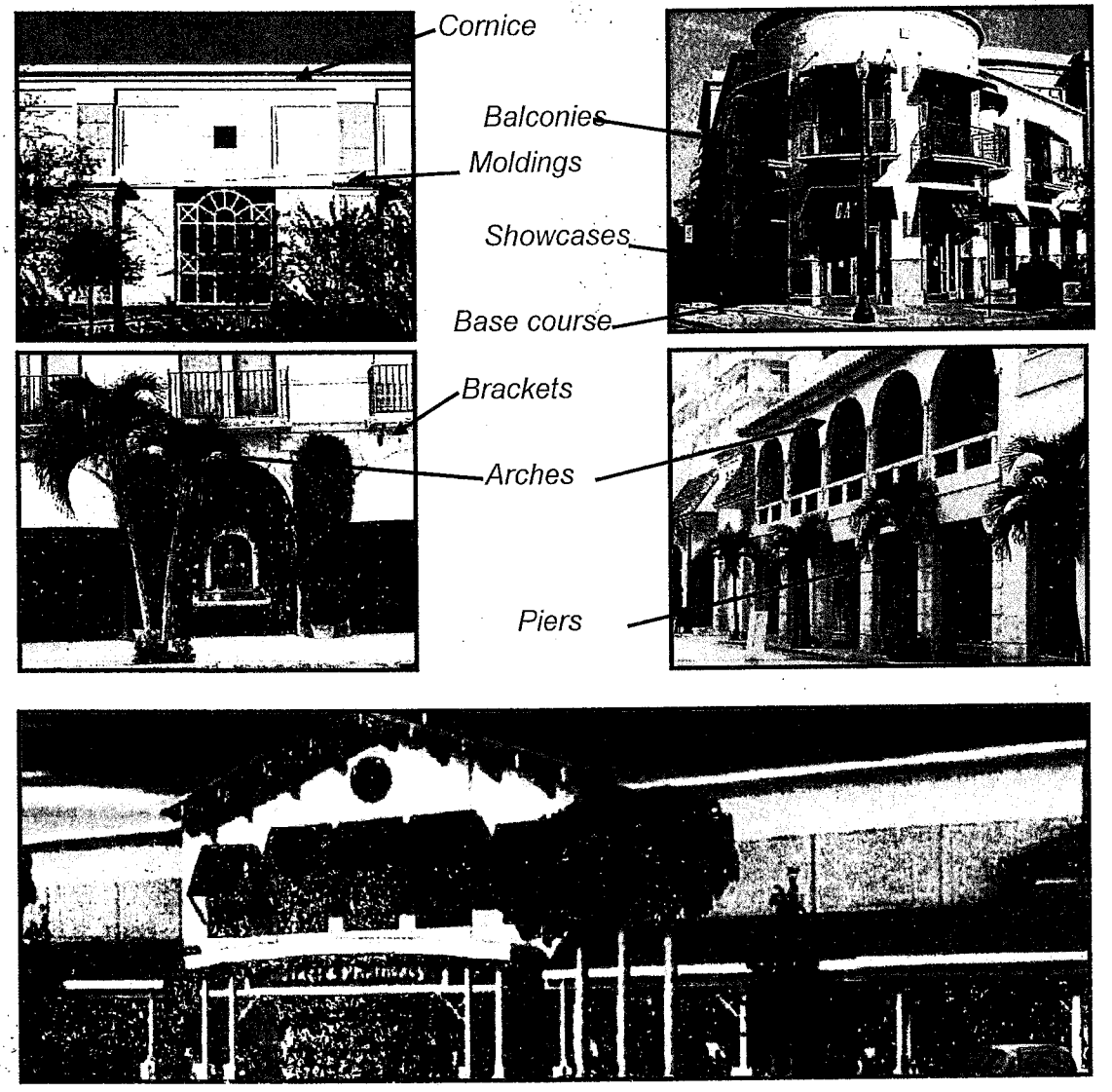
(c) Exterior Articulation Techniques

All building facades shall be enhanced by the use of vertical and horizontal elements. The following elements qualify as articulation techniques:

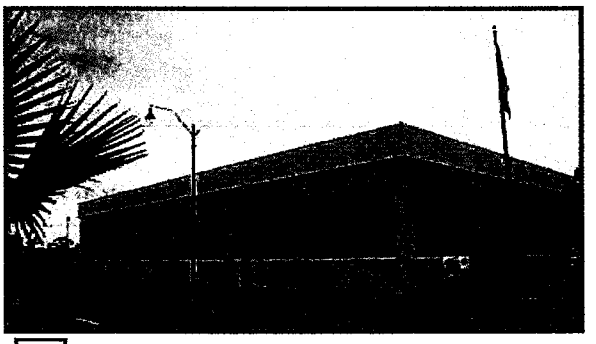
- Base course or plinth course
- Portals
- Windows
- Transoms
- Show cases
- Bay windows and oriels
- Lintels
- String courses and moldings
- Fascia
- Cornice
- Piers
- Arches
- Bays
- Balconies
- Brackets
- Wings
- Porches
- Stoops

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

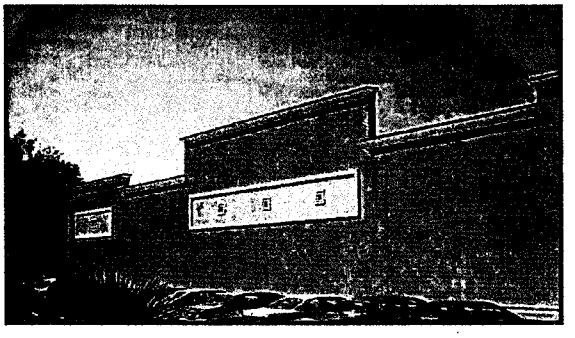


☒ *Not Allowed: Not enough articulation*



☑ *Allowed: Adequate articulation*

Examples of Secondary Facade Articulation



☒ *Not Allowed: Not enough articulation*

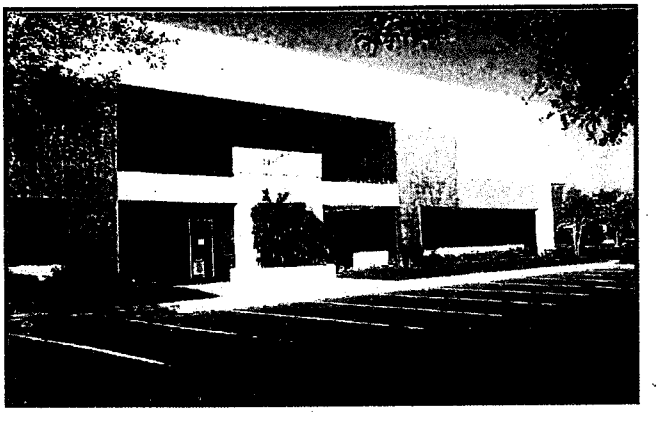


☑ *Allowed: Adequate articulation*

Examples of Adequate Secondary Facade Articulation





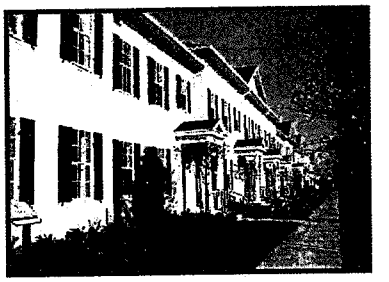


(d) Fenestration

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.

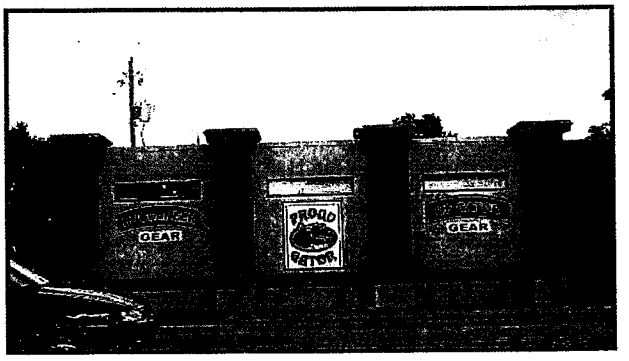
Examples of Appropriate Fenestration



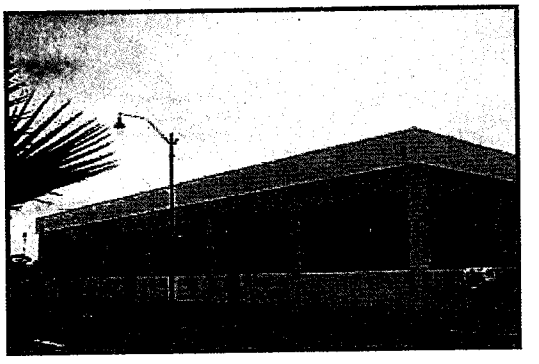


- Multi-story commercial uses shall have at least fifty percent transparency on the first floor. Windows shall be placed between 3 and 7 feet from the ground.
- Office and multi-family uses shall provide a minimum of fifteen percent transparency per story.

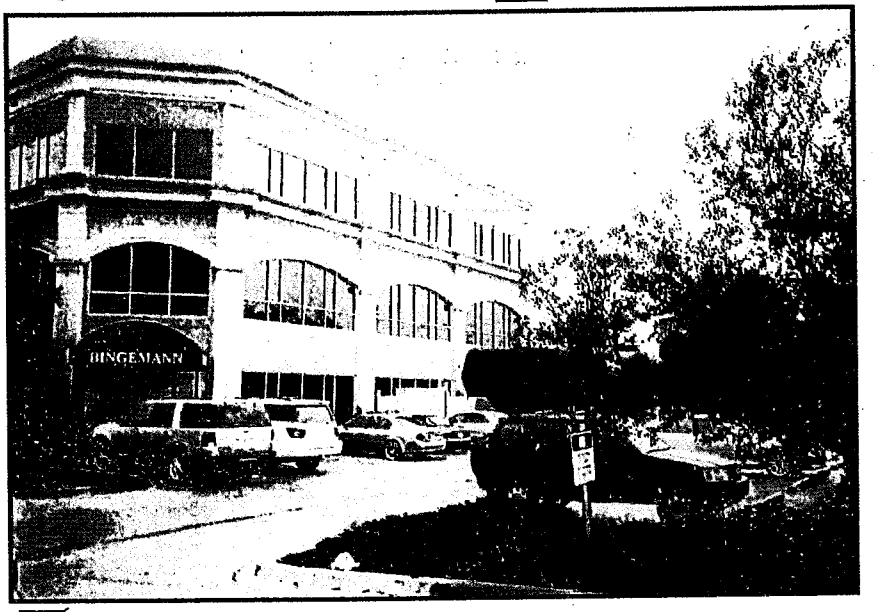
Comparable Examples of Fenestration



☒ *Not enough fenestration*



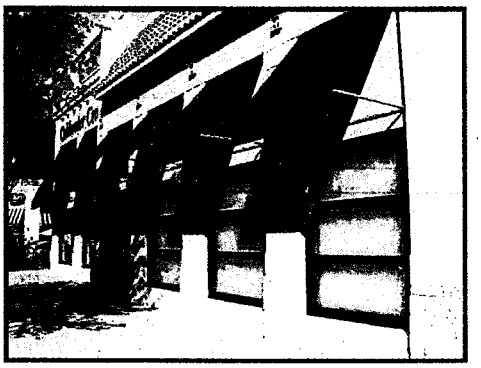
☒ *No fenestration*



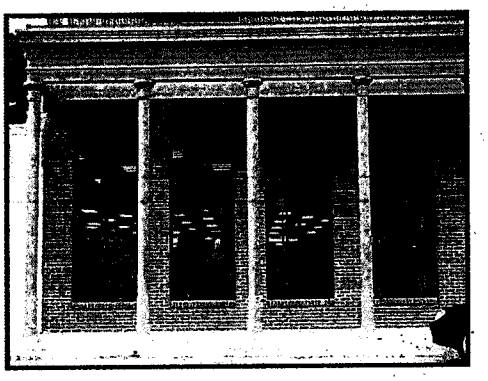
☑ *Adequate fenestration*

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



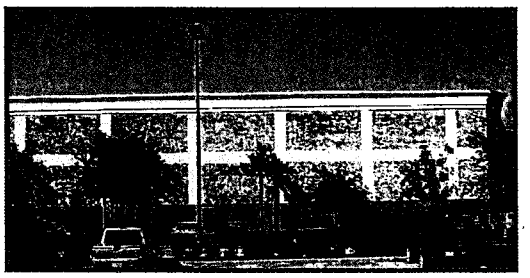
☒ *Not Allowed: Minimal transmittance*

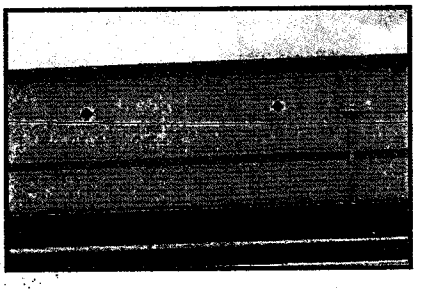


☑ *Allowed: Adequate transmittance and reflectance factors*

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.

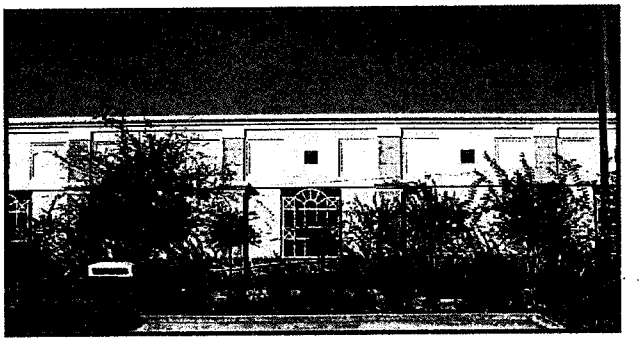
Ornamental Elements In Lieu of Windows





☒ *Not enough elements in lieu of fenestration*





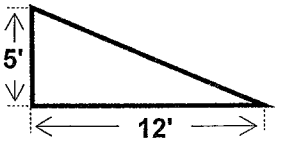
☑ *Allowed: Facade comprised of ornamental elements in lieu of windows.*

(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.

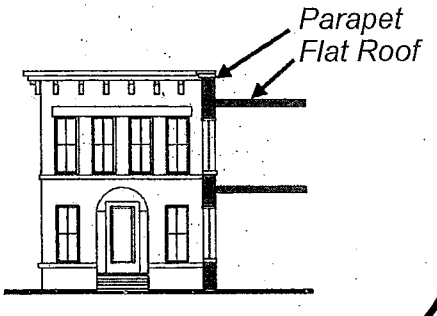


Example of Pitched Roofs

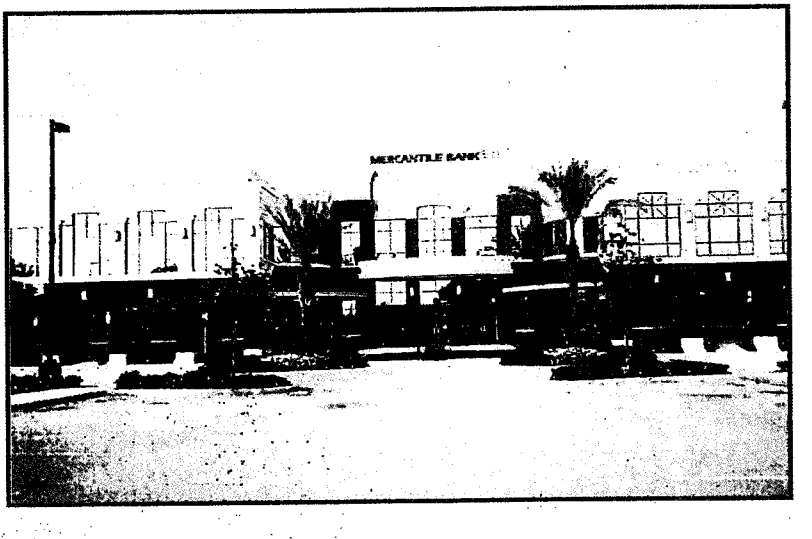


(2) Flat Roofs

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

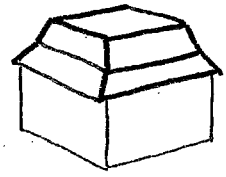


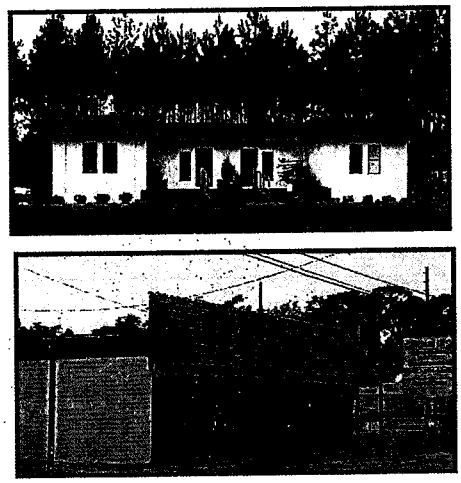
☑ *All these examples show canopies that are consistent with the architecture and roof of the principal building*

(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.





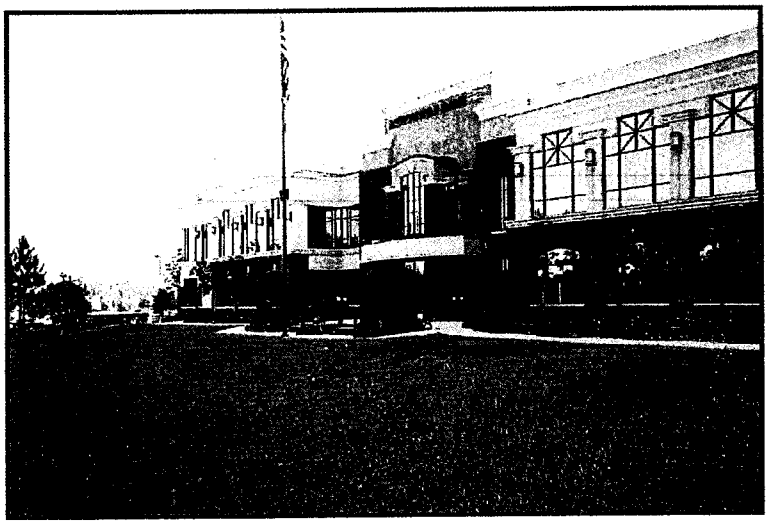
(f) Building Entrances

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*



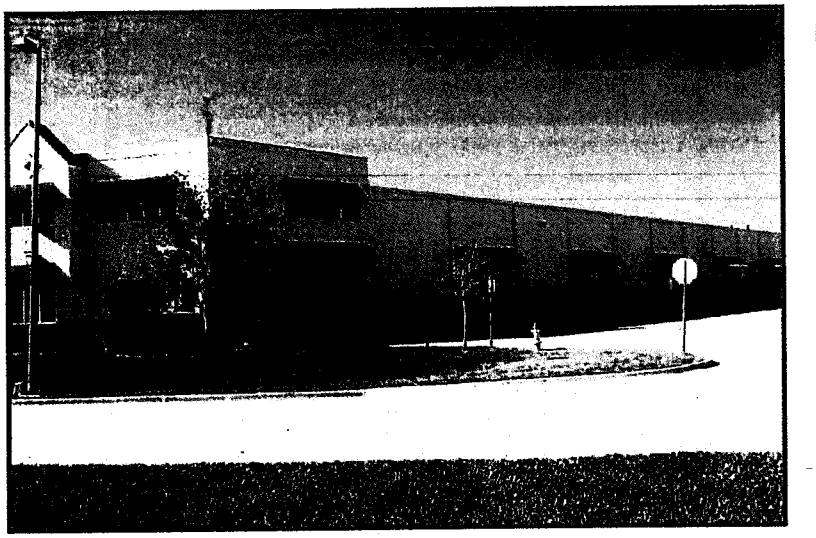
☑ *Allowed: Massing accentuates entry*

(g) Awnings

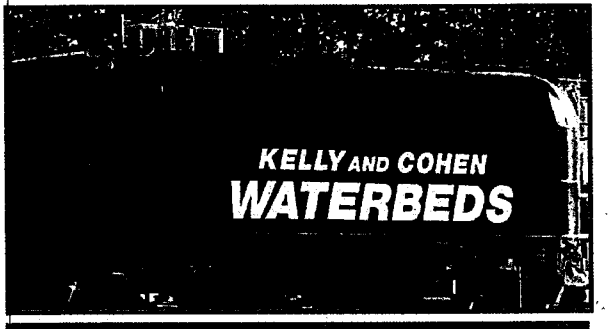
Awnings shall complement the architectural style and colors of the building. Awnings may be placed above windows and doors. Awnings should be made of fabric. High-gloss or fabrics that resemble plastic are not permitted. Backlit awnings used as mansard or canopy roofs are prohibited.

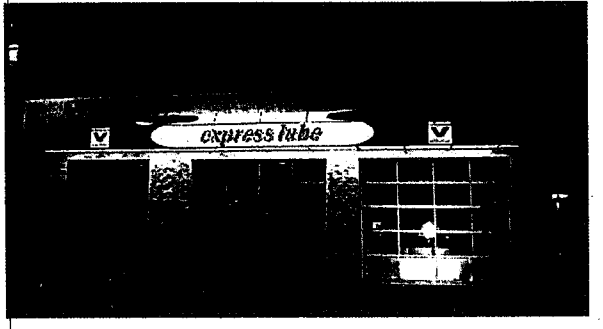
Awnings should be sized to match the corresponding window openings. Their shapes, materials, proportions, design, color, lettering, and hardware also need to be in character with the architecture.

Example of Awnings

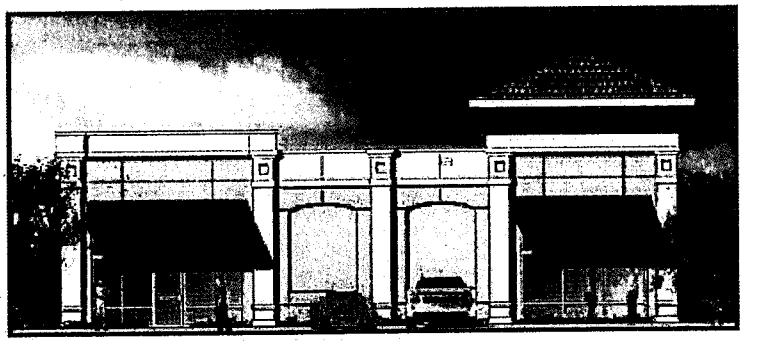


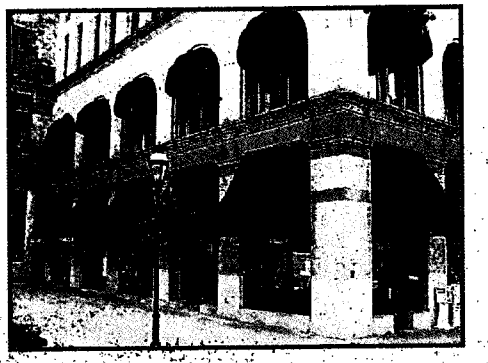
Comparative Examples





☒ *Not Allowed due to materials and illumination*



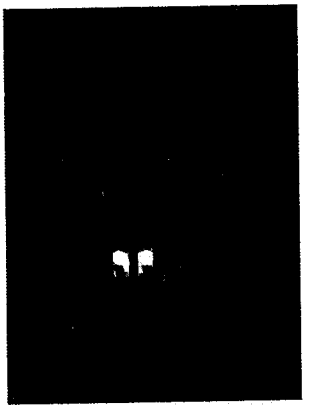
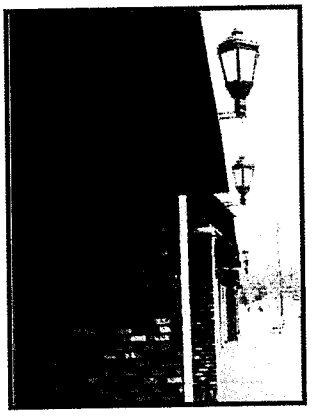
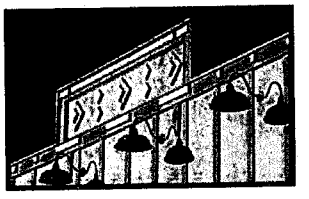


☑ *Allowed: Proper material. Complements architecture*

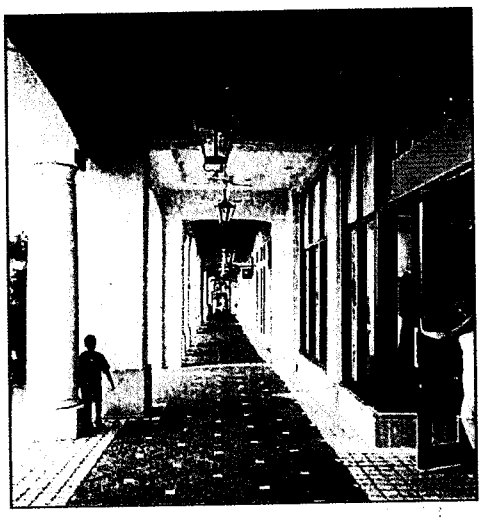
(h) Outdoor Lighting

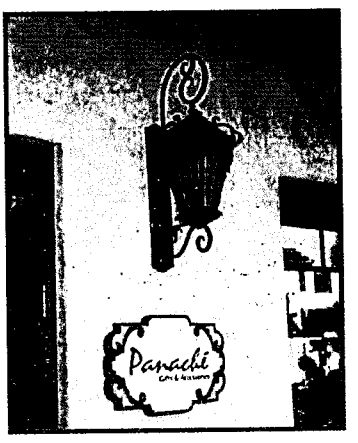
Light fixtures attached to the exterior of a building shall be architecturally compatible with the style, materials, colors, and details of the building.

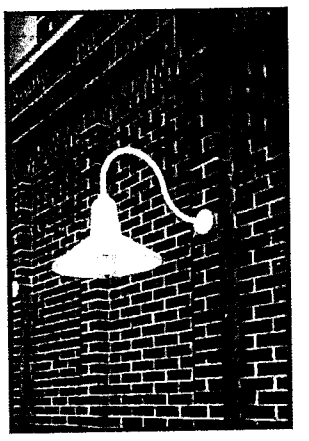
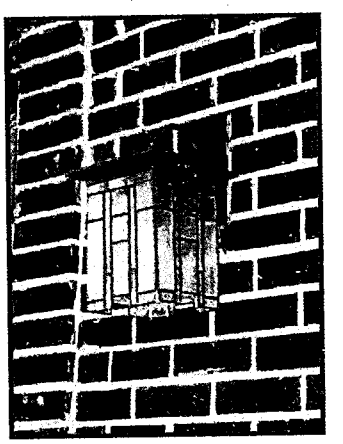
Example of Allowed Light Fixtures

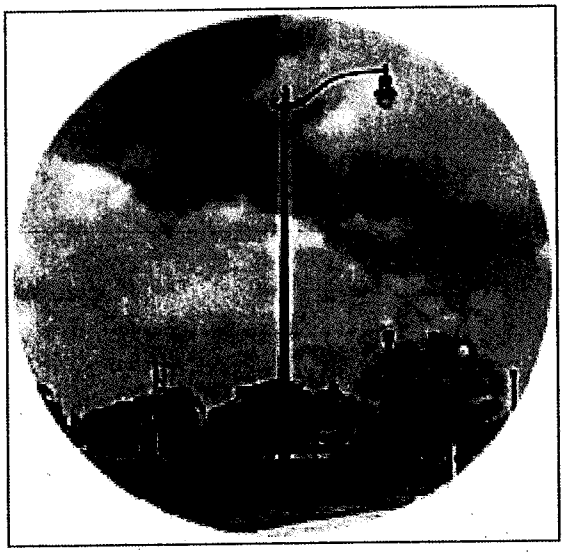


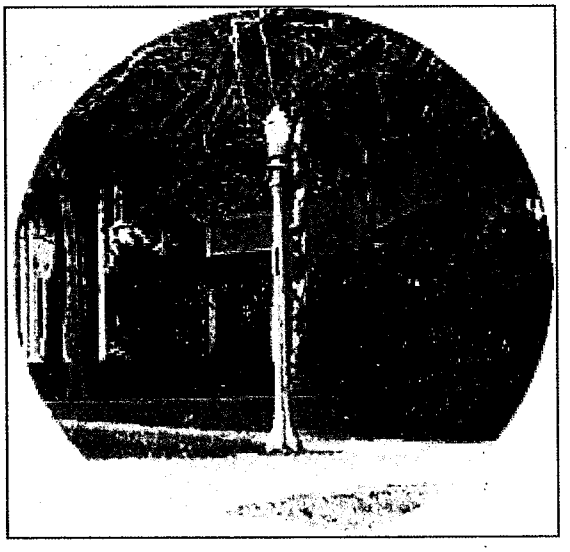




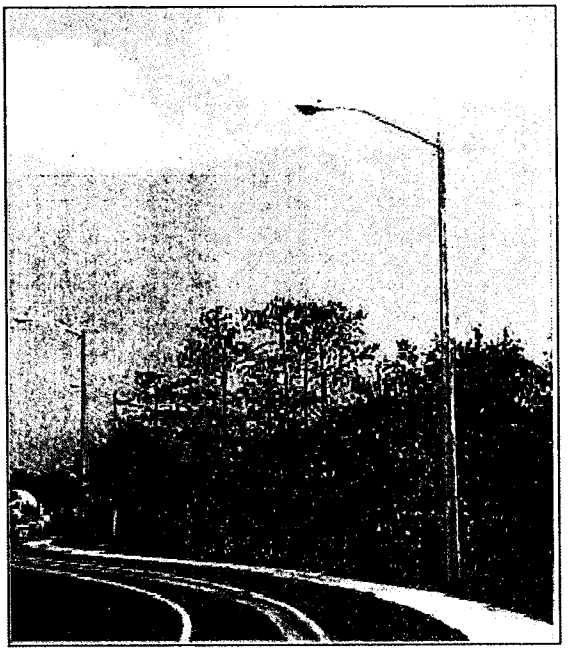



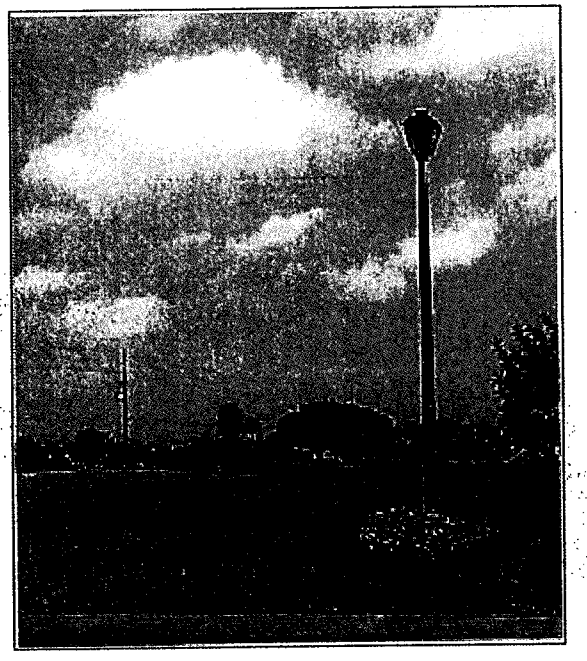
Outdoor lighting poles and fixtures shall be those available from Florida Power & Light or other suppliers.







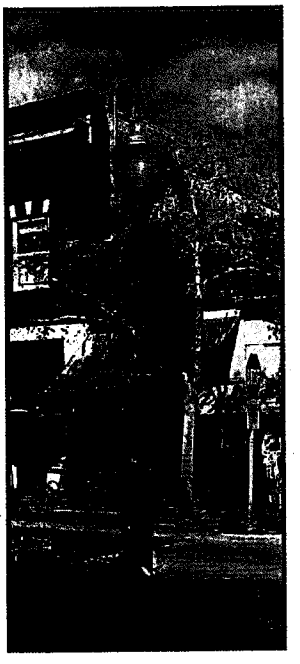




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Examples of allowed light fixtures.



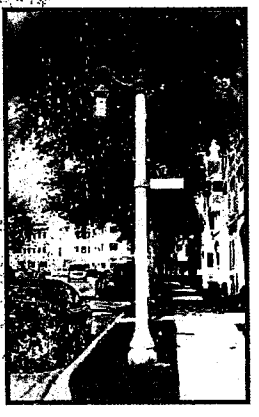








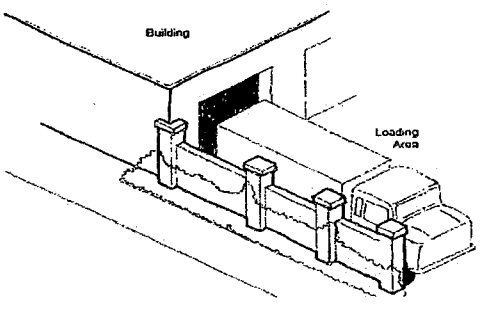


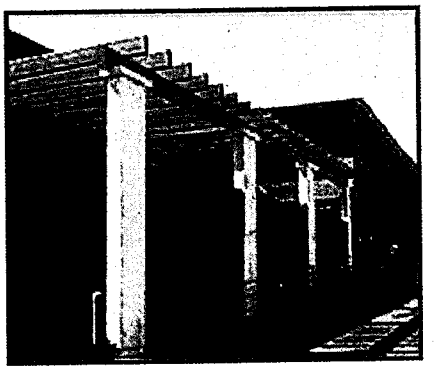


(i) Utility Areas

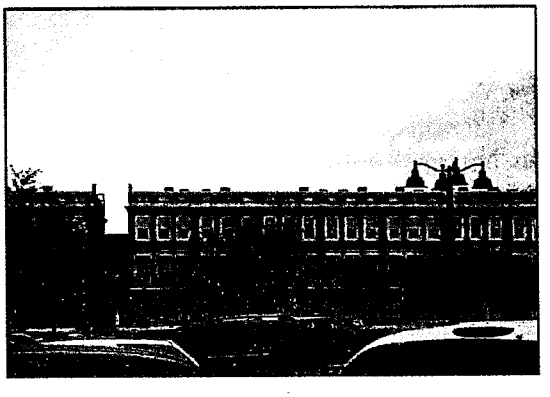
Loading areas or docks, outdoor storage, and waste disposal shall be incorporated into the primary building design. Screening materials used shall be of comparable quality and appearance as that of the primary building. Mechanical equipment, satellite dishes, truck parking, and other service support 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

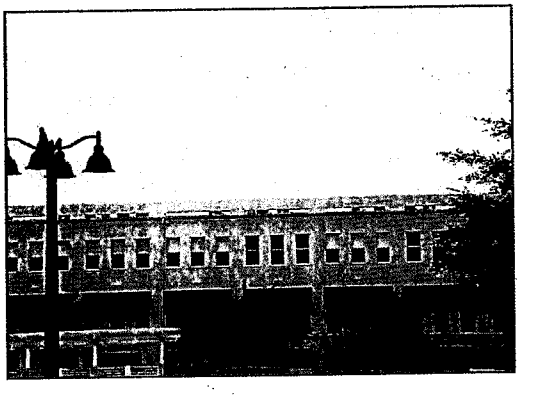




(2) Rooftop Mechanical Equipment

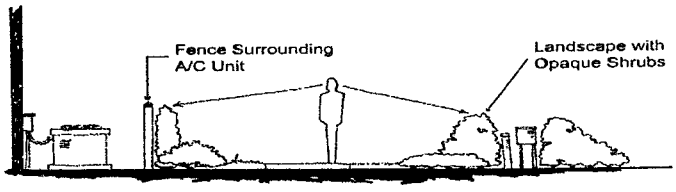


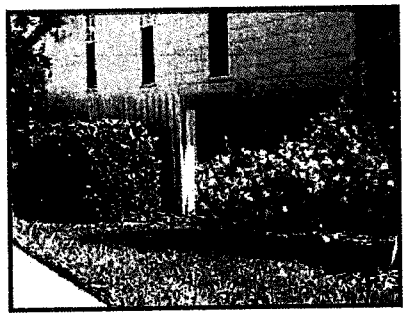
☒ *Not Allowed: Rooftop units visible*



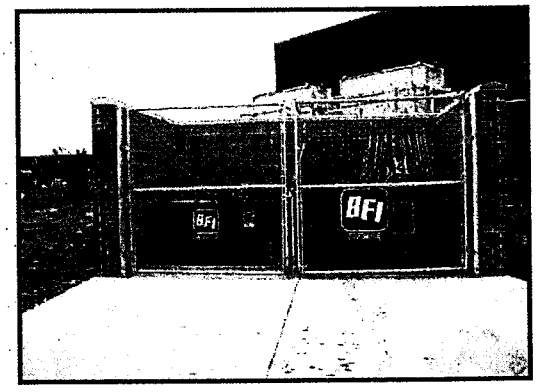
☑ *Allowed: Rooftop units are screened*

(3) Ground Level Mechanical Equipment

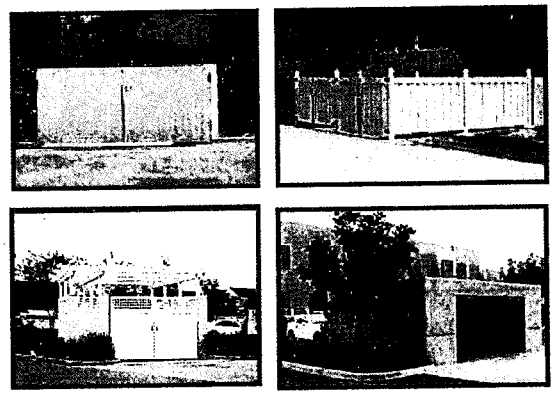




(4) Waste Disposal



☒ *Not Allowed: Visual Eyesore*

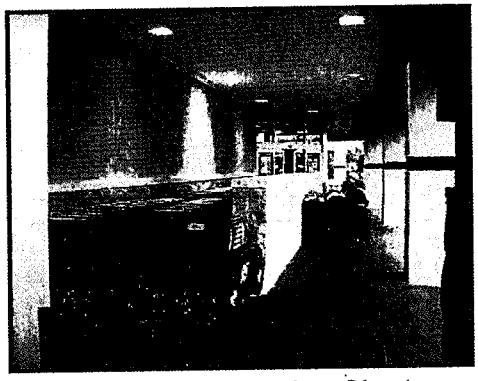


☑ *Allowed: Dumpsters Completely Screened*

(5) Shopping Carts



☒ *Not Allowed: Shopping Charts Stored in Full View*



☑ *Allowed: Shopping Charts Stored Behind Visual Screen*

Instrument# 2013-183892 # 120
Book: 6910
Page: 938

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.

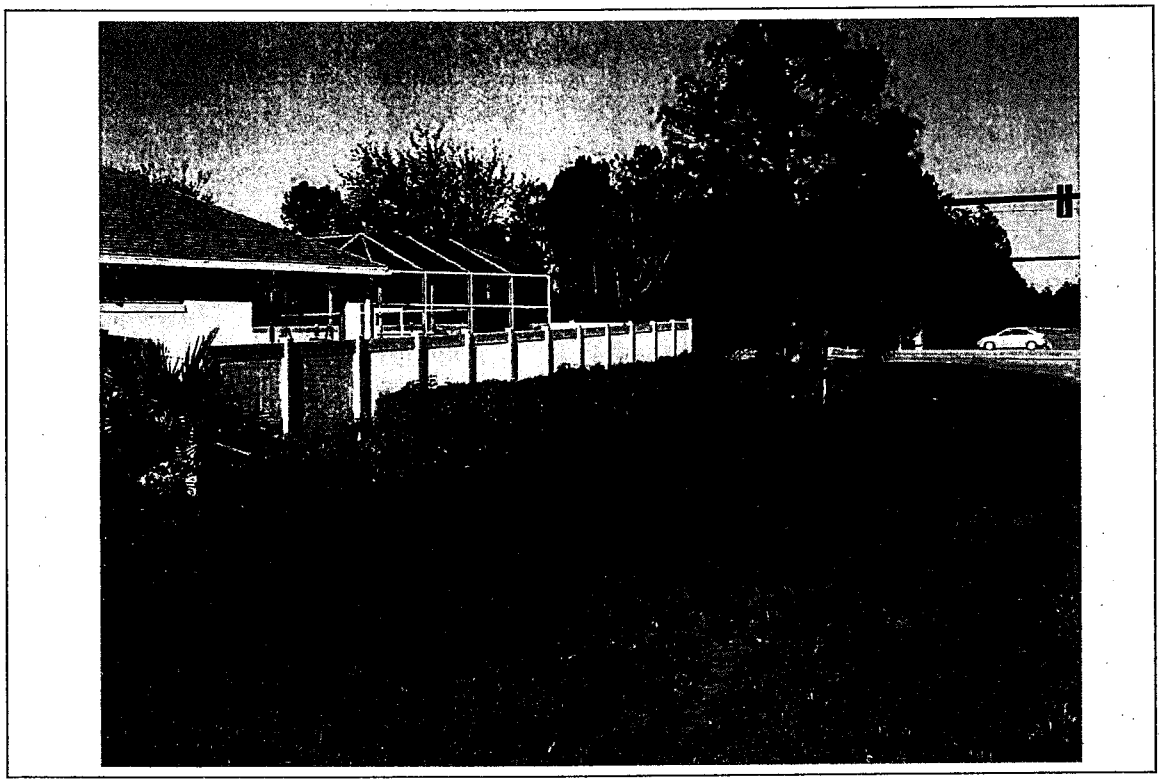
(b) Intent

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.

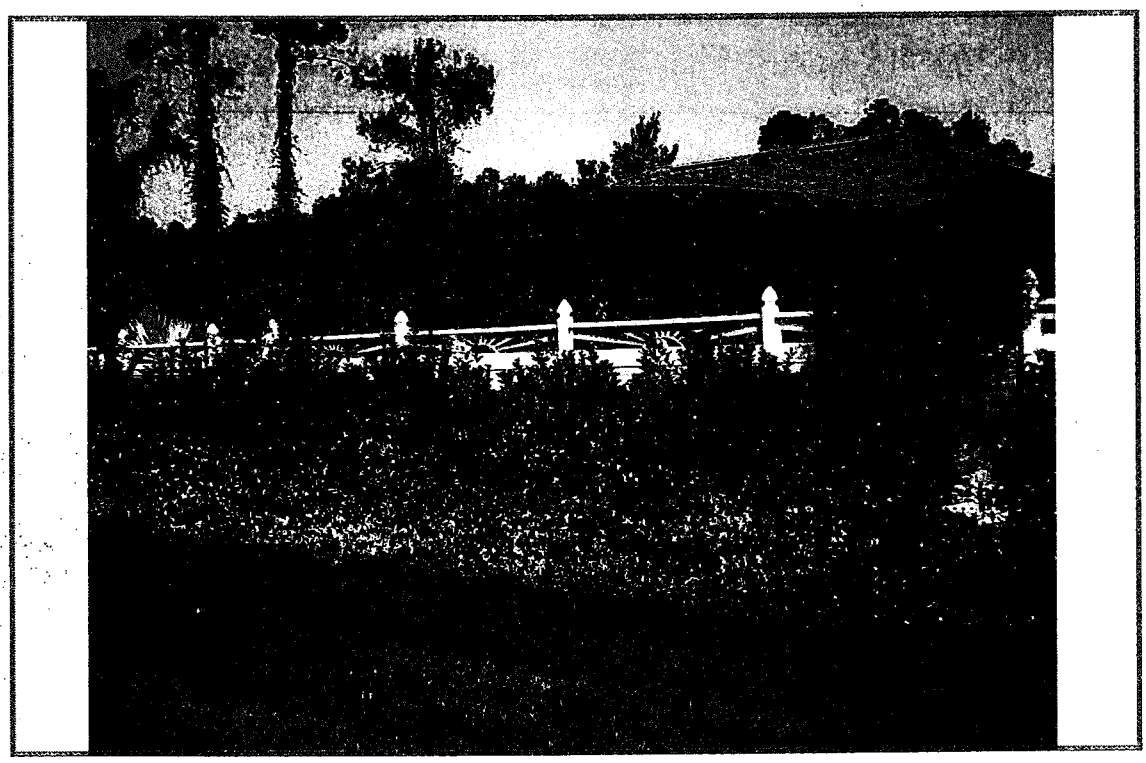
2.2 Landscape Examples

Following are photographic examples of good and bad landscaping.

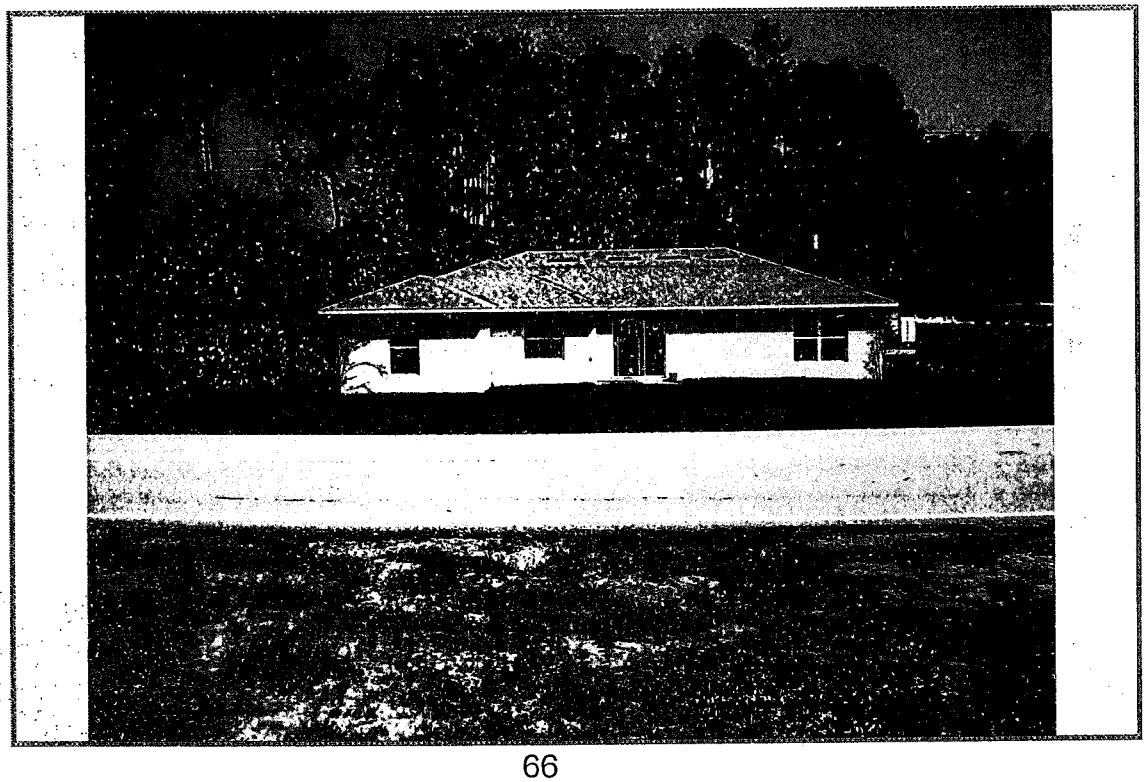
Good example of fence planting requirement where rear yard is adjacent to arterial or collector roadway.



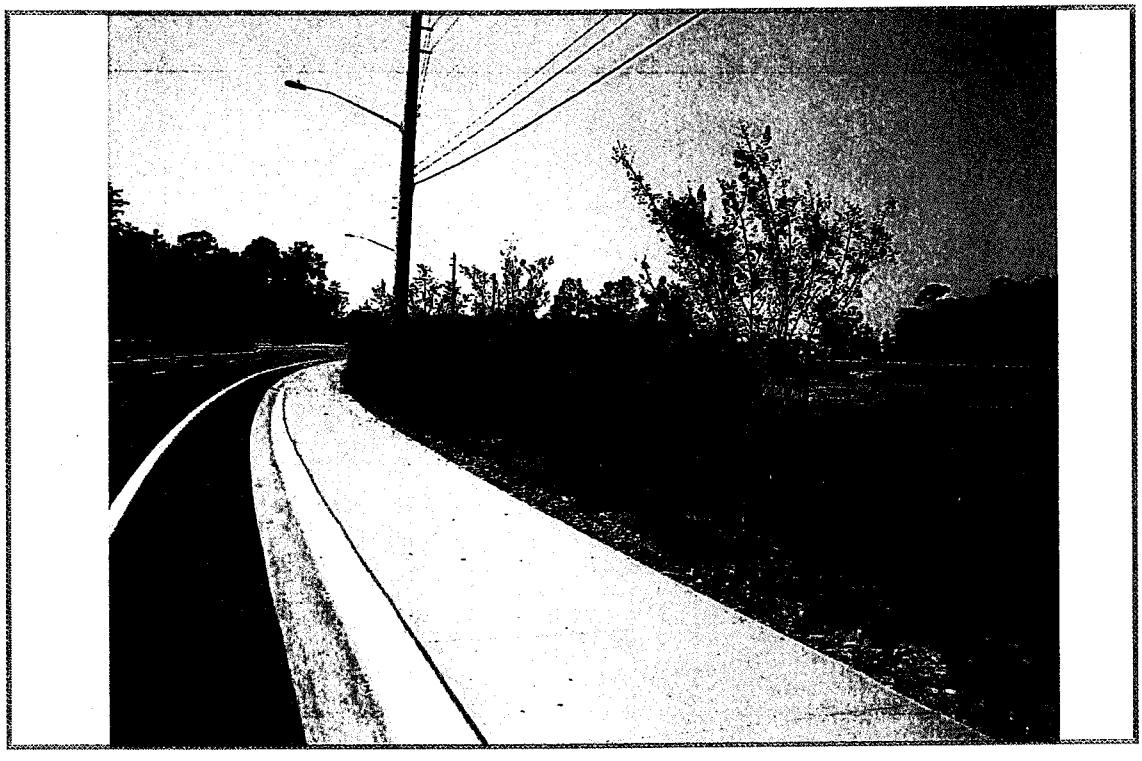
Good example of fence and landscape screen for rear yard adjacent to arterial and collector roadway



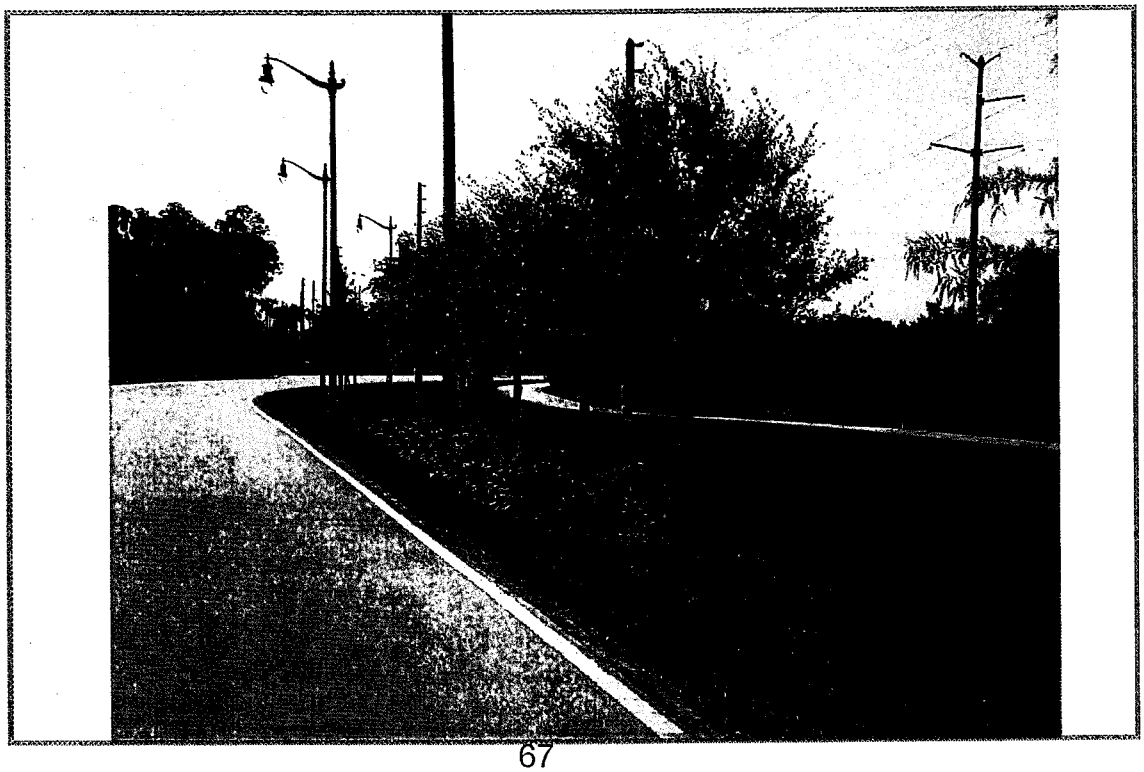
Example of unacceptable rear yard screening adjacent to arterial or collector roadway



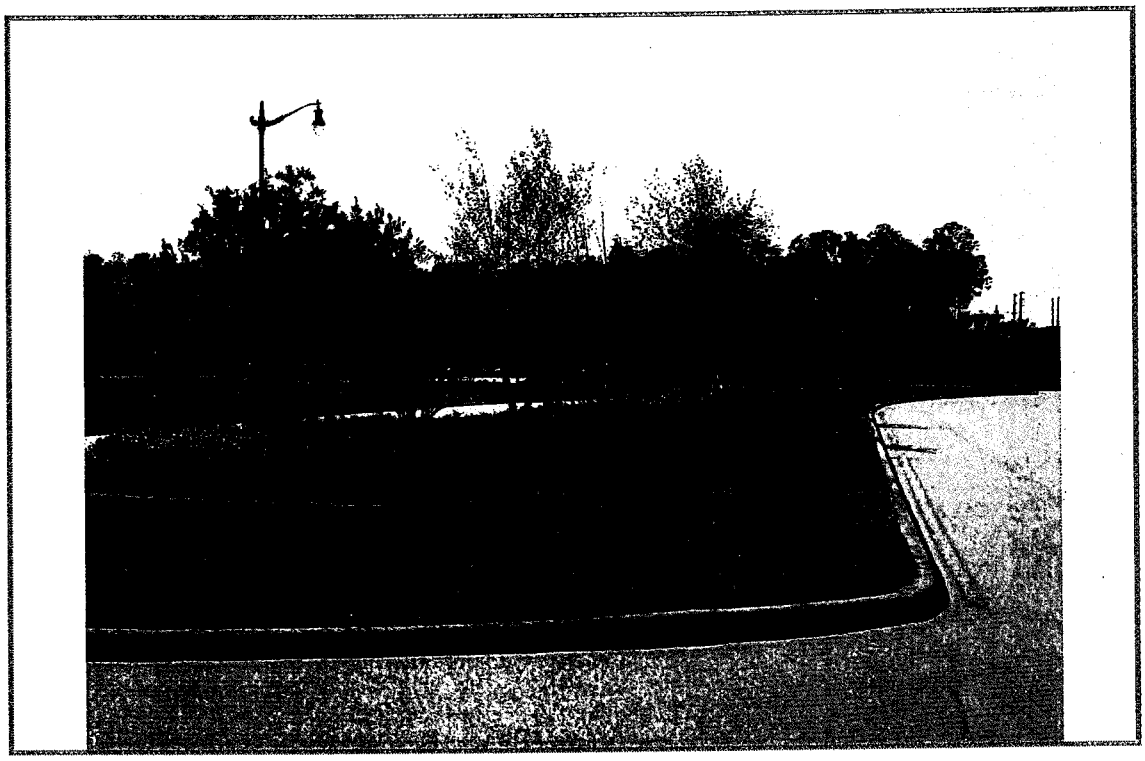
Good example of roadway landscape screening of adjacent fenced parcel.



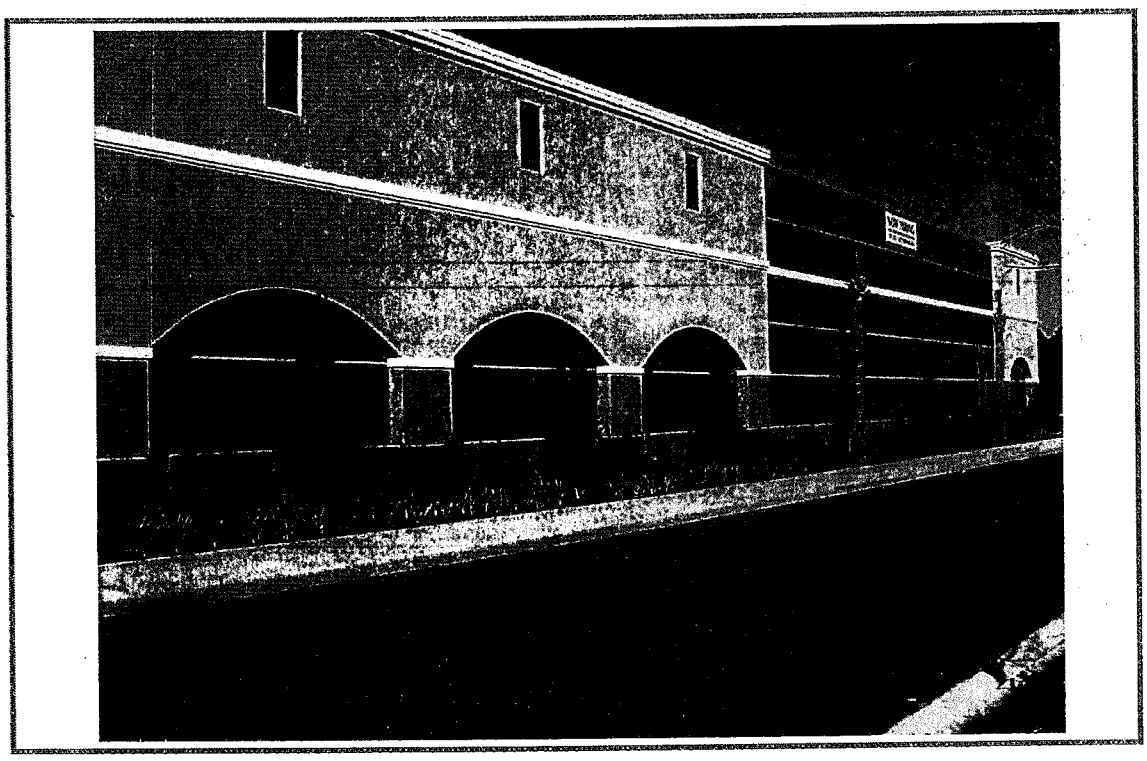
Good example of street trees planted along collector roadway.



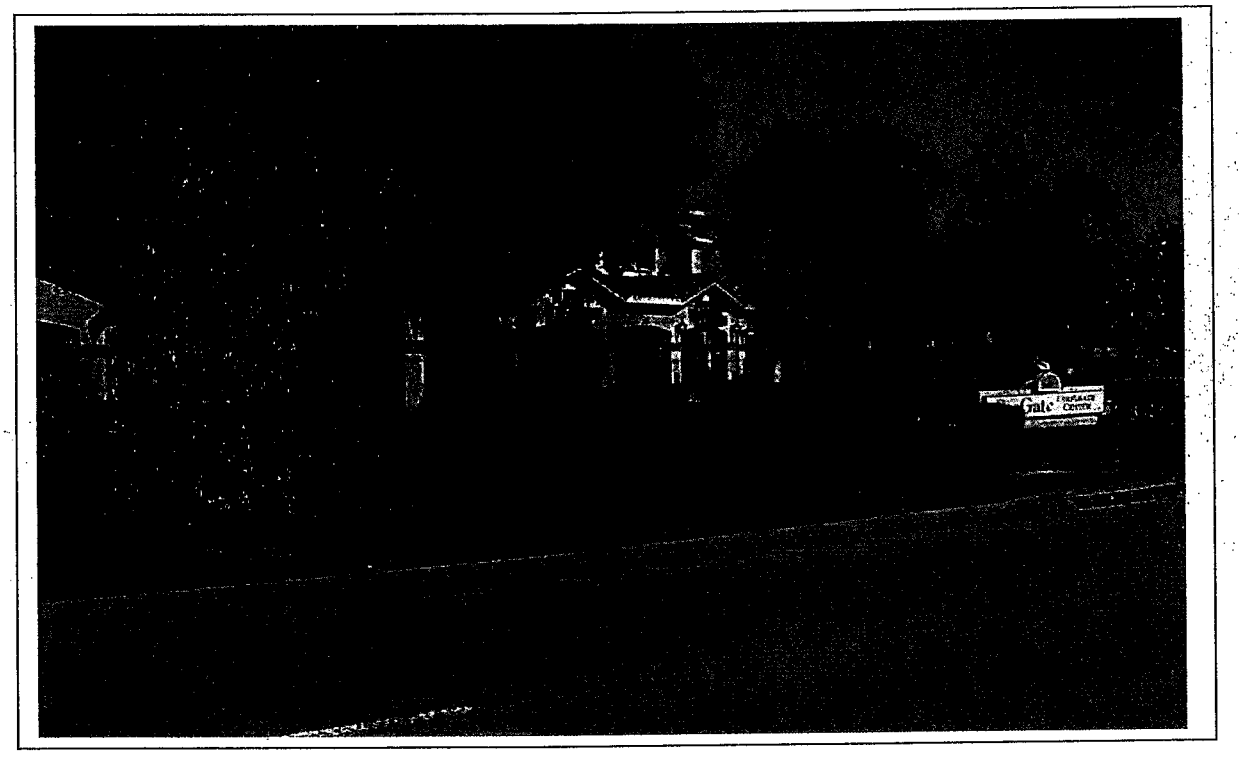
Good example of median planting along major collector road.



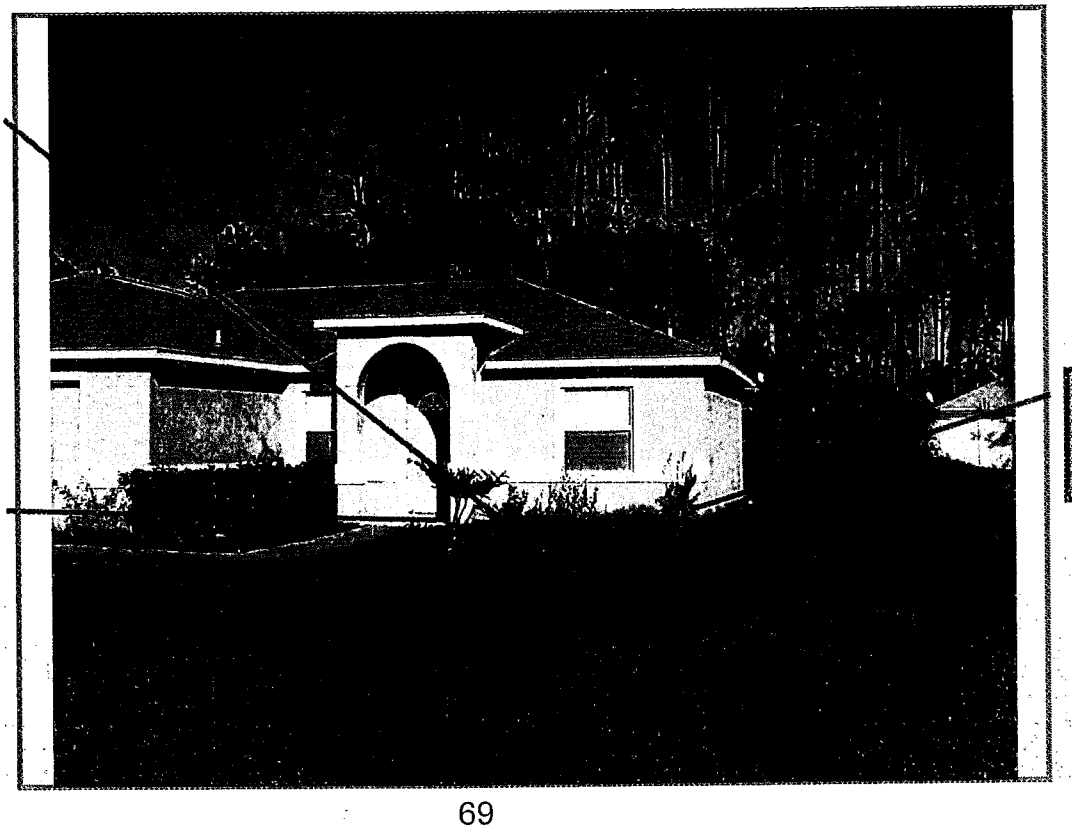
Good example of foundation plantings showing plants and trees of varying heights to accent and soften building architecture.



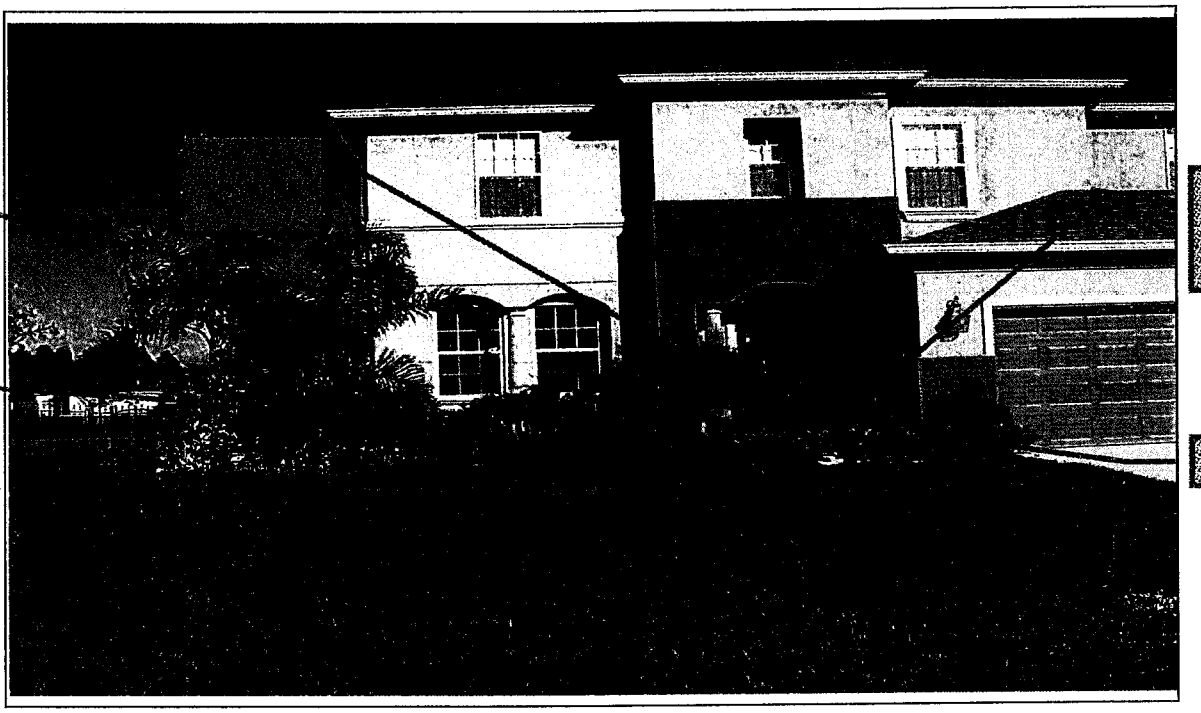
Good example of front plantings showing good use of accent palms, taller foundation planting on columns and monument sign landscaping.



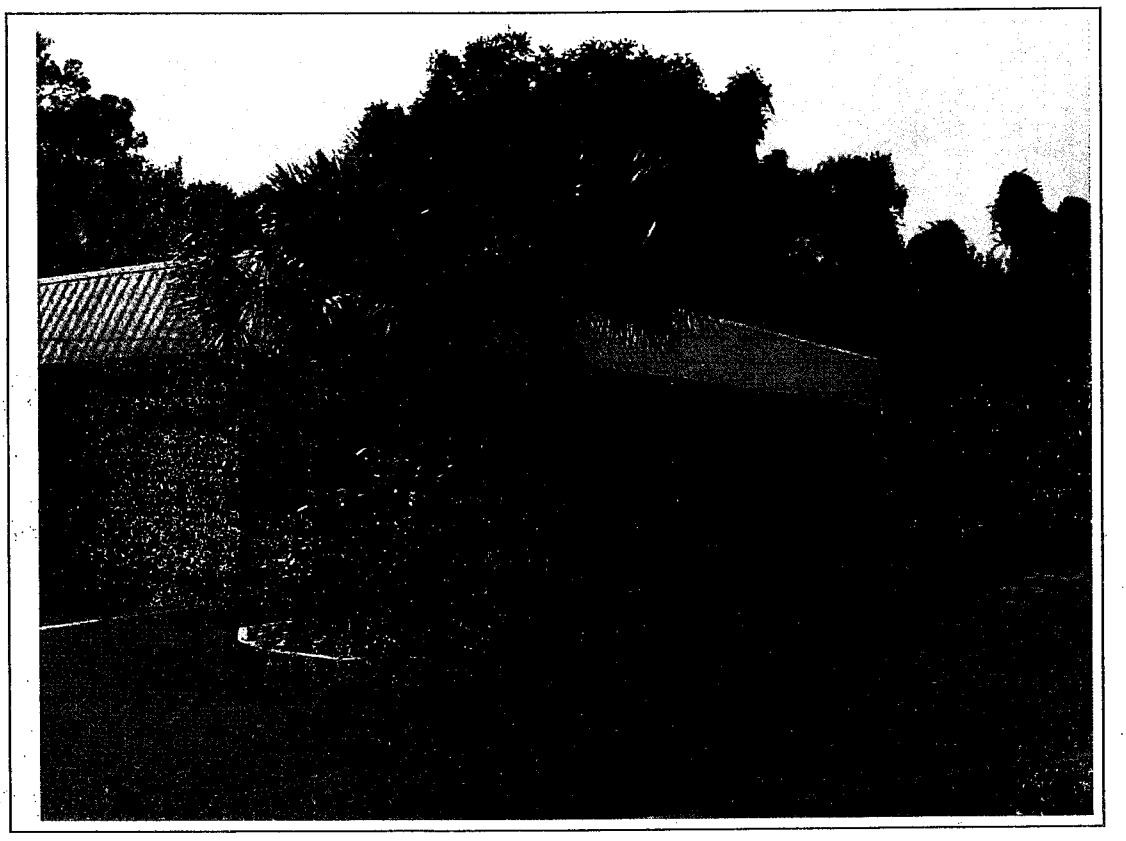
Bad example of landscape foundation planting.



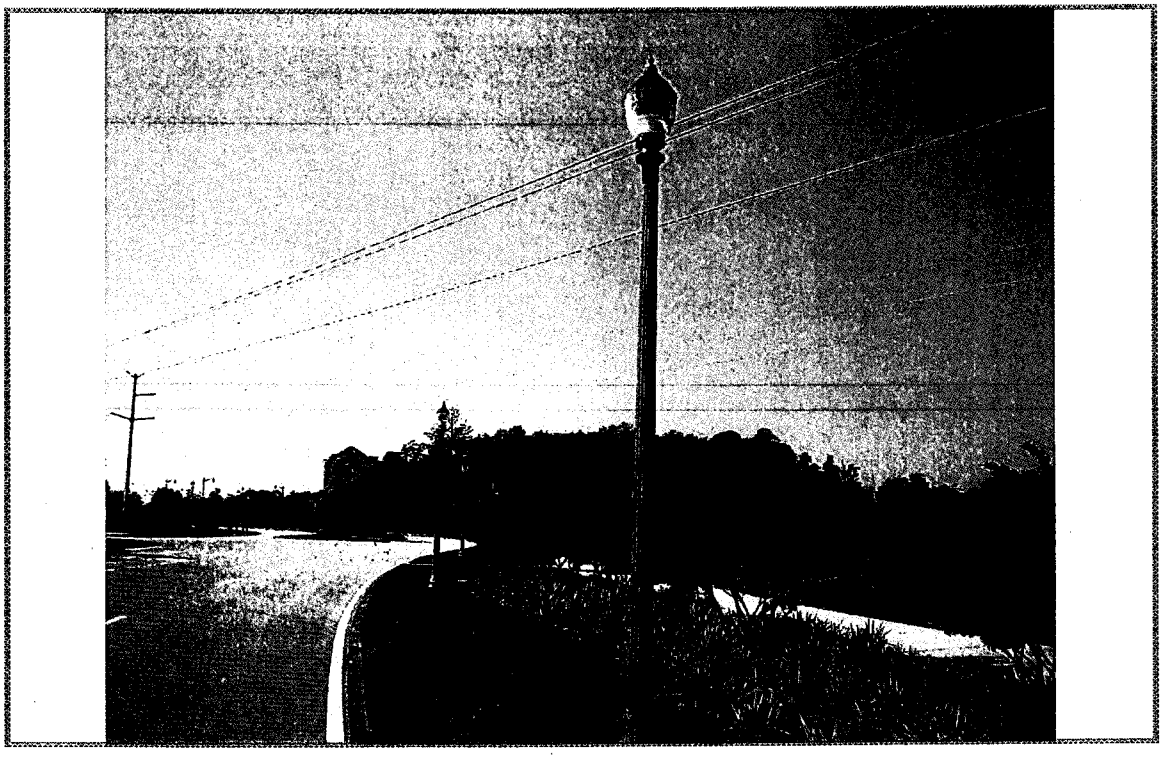
Bad example of foundation plantings for – Most all shrubs and palms are not cold hardy and are unacceptable.



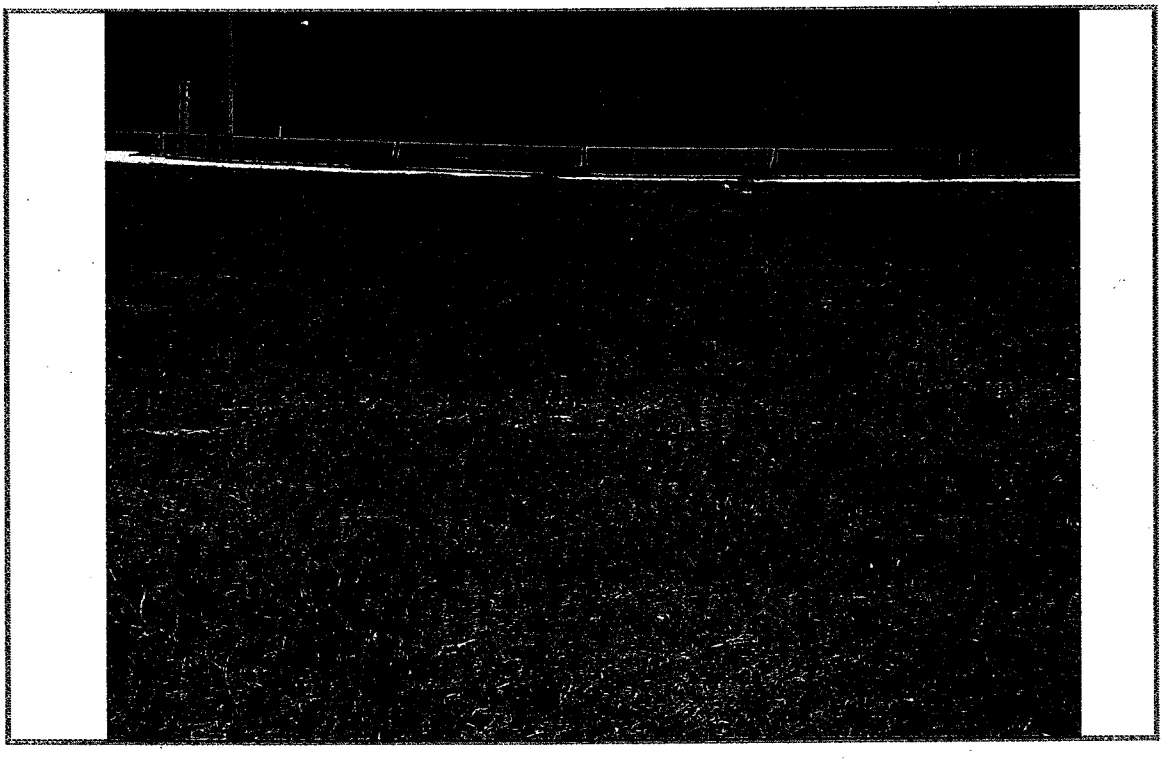
Good example of 3 palms in a vehicle use area (VUA) island to allow visibility to building signage.



Good example of landscaping under electrical power lines. Note reduced height of landscape material.



Good example of filled lot with proper seed & mulch stabilization.



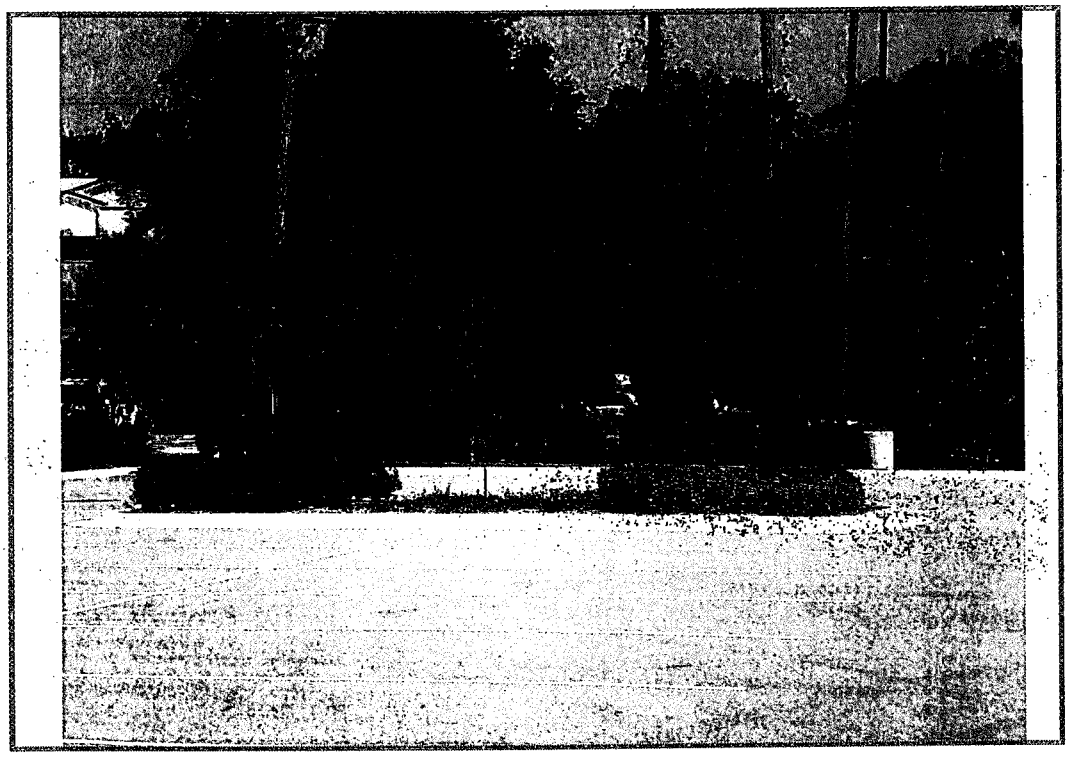
Good example of proper stabilization of recently filled lot. [redacted]



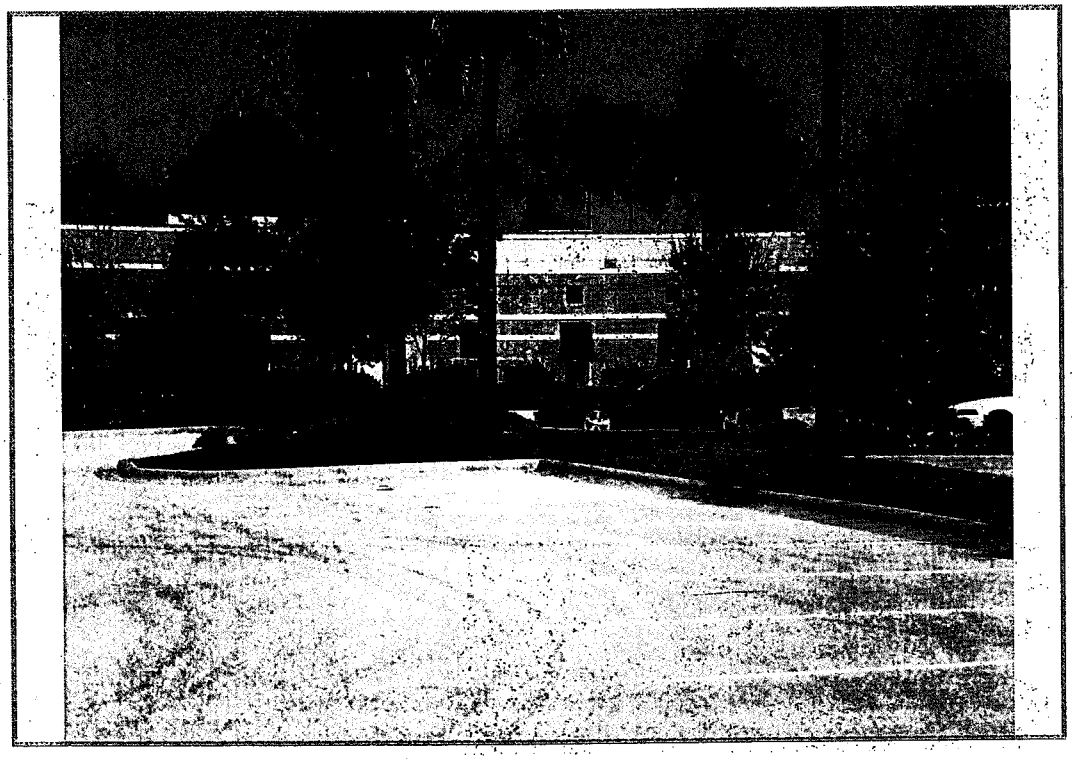
Good example of silt fence installation during construction. [redacted]



Good example of properly landscaped parking lot island.



Good example of parking lot landscape island with landscaped divider strip.



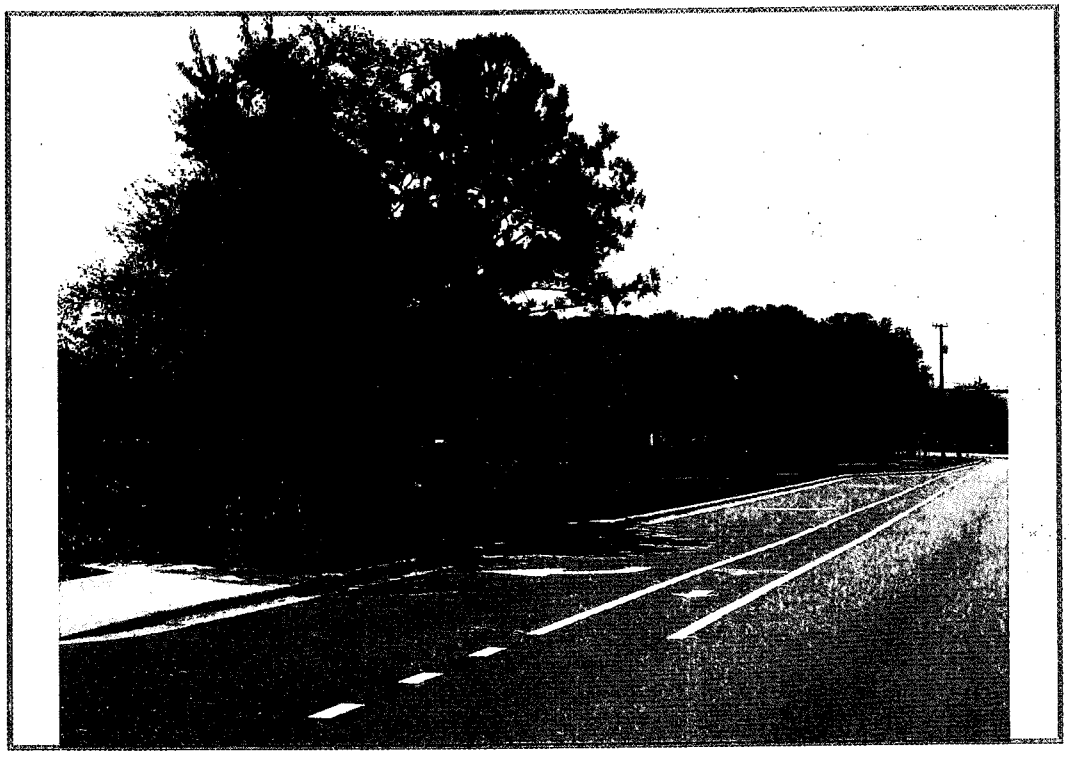
Good example of landscaped parking lot island with effective screening.



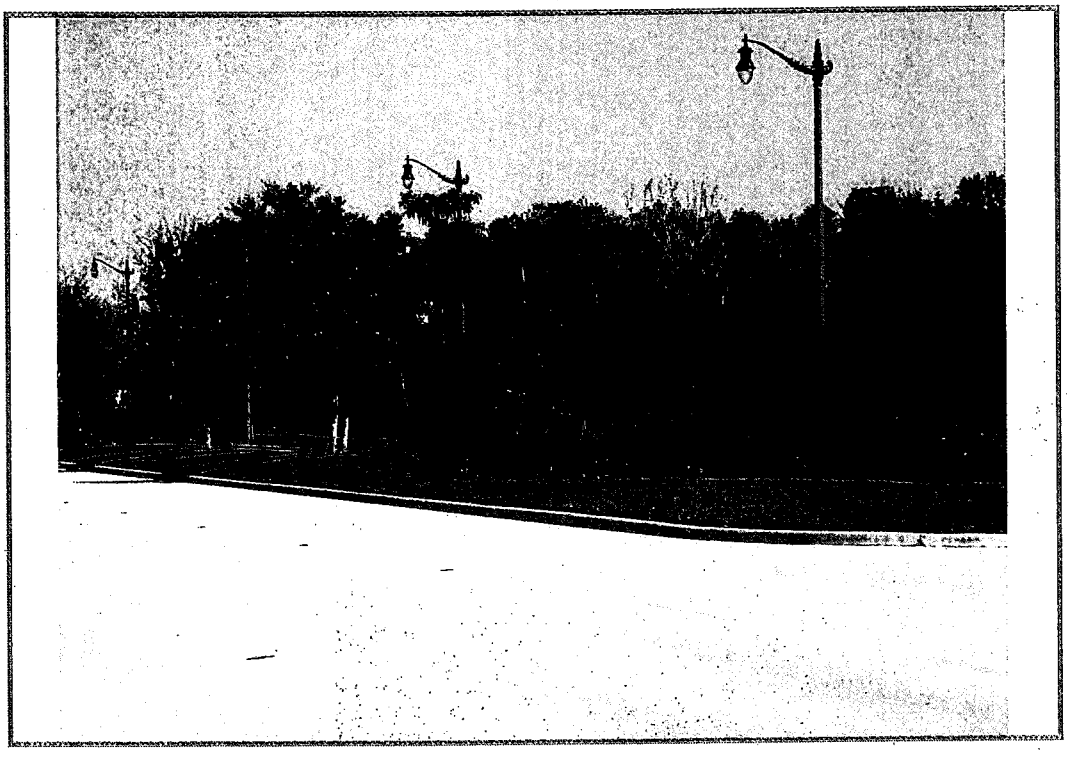
Bad example of landscaped island in parking lot.



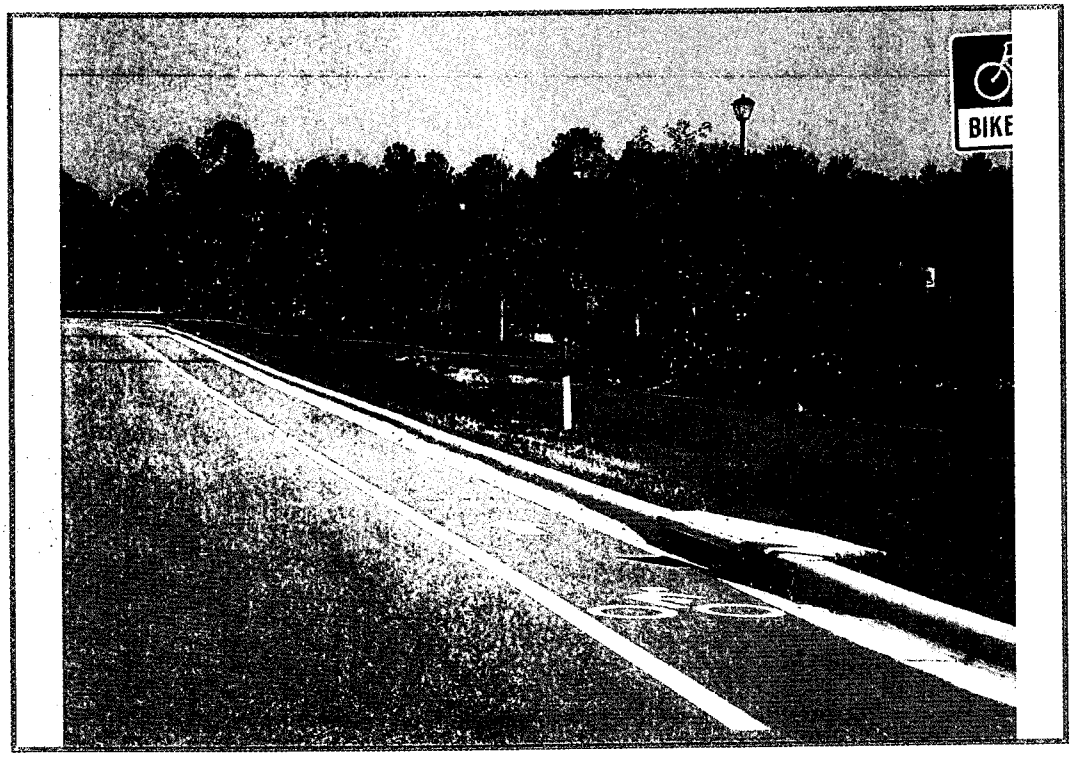
Good example of perimeter landscape area.



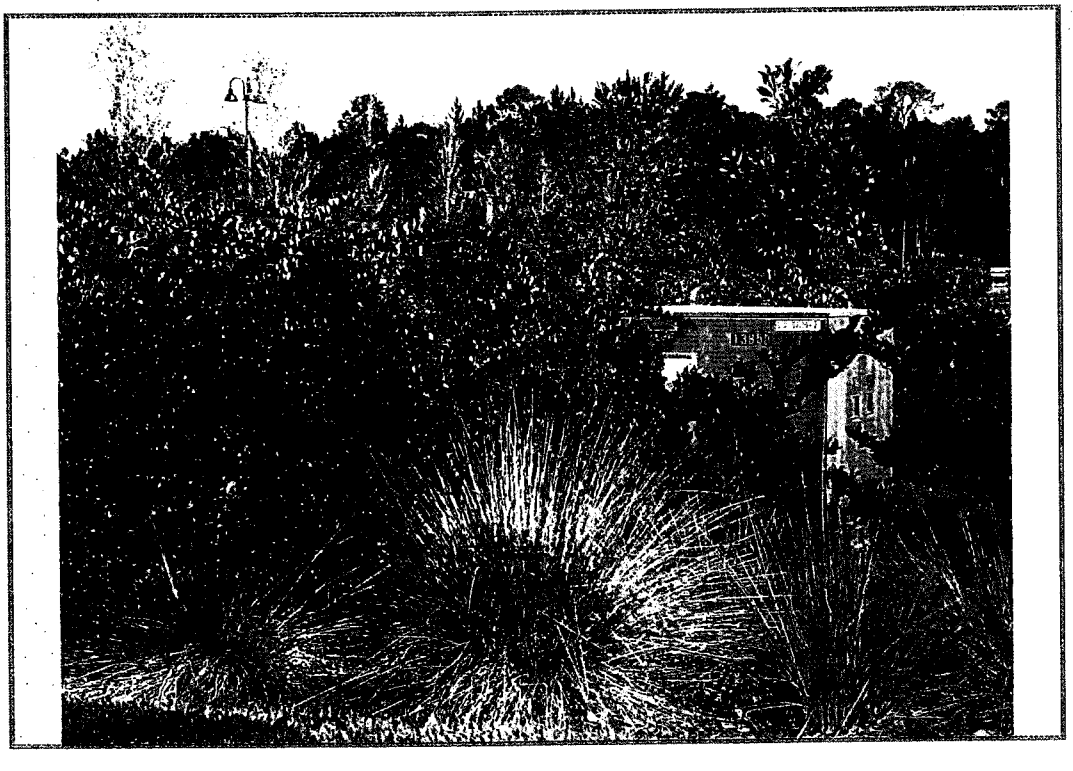
Good example of perimeter plantings in Mixed-Use Easement adjacent to collector road.



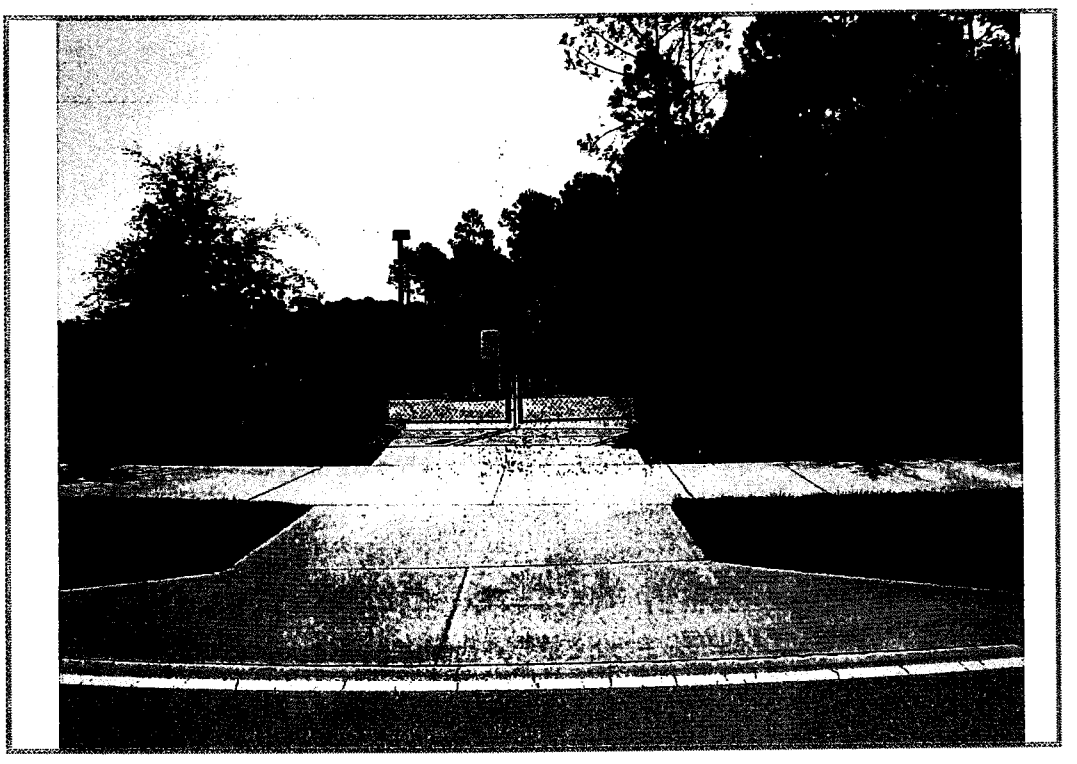
Good example of perimeter landscaped area.



Good example of utility box screening.



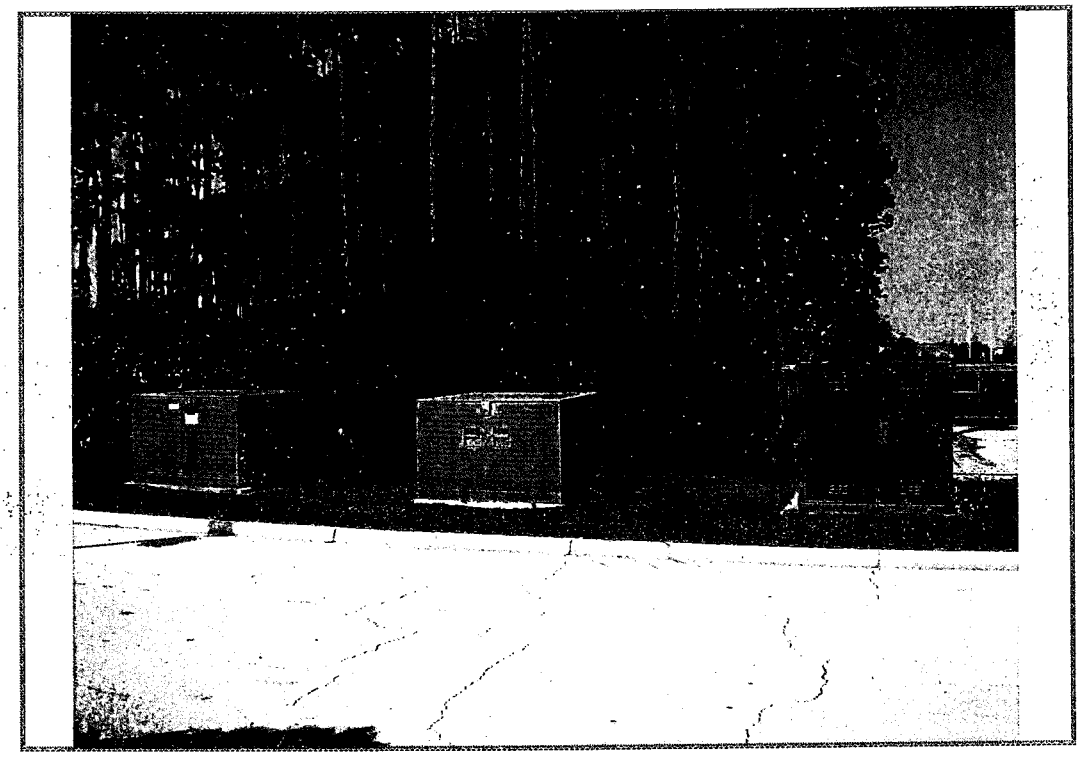
Good example of sewer lift station landscape screening.



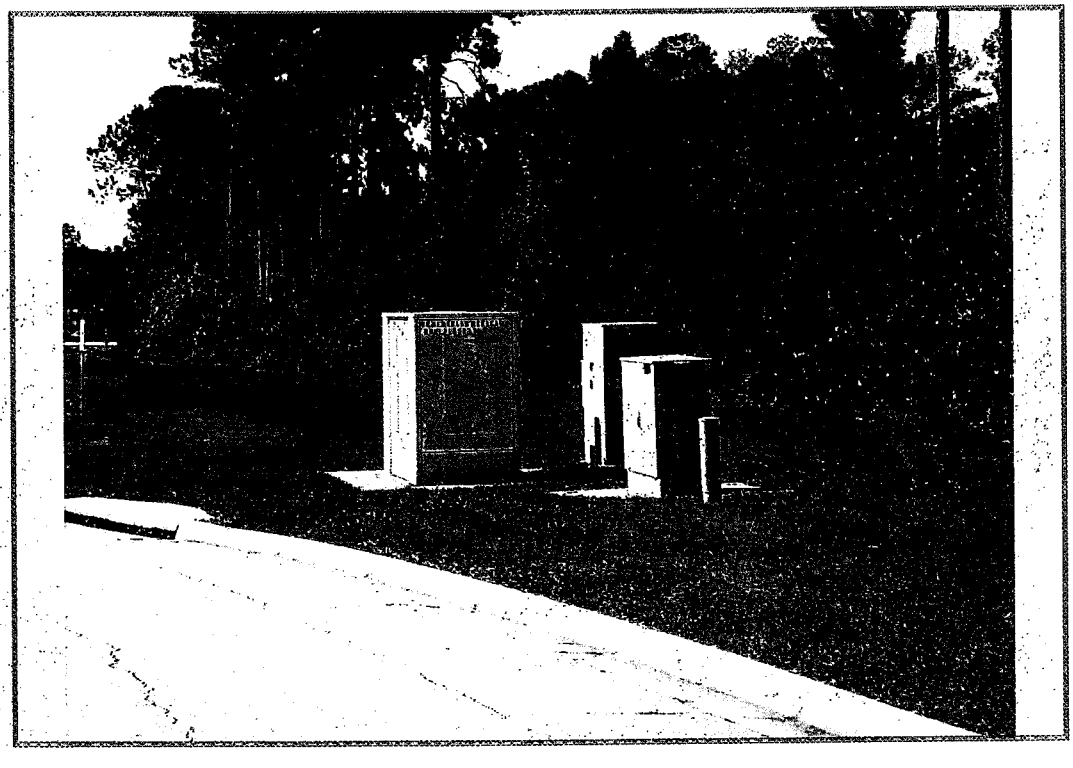
Bad example of landscape screening around sewer lift station site.



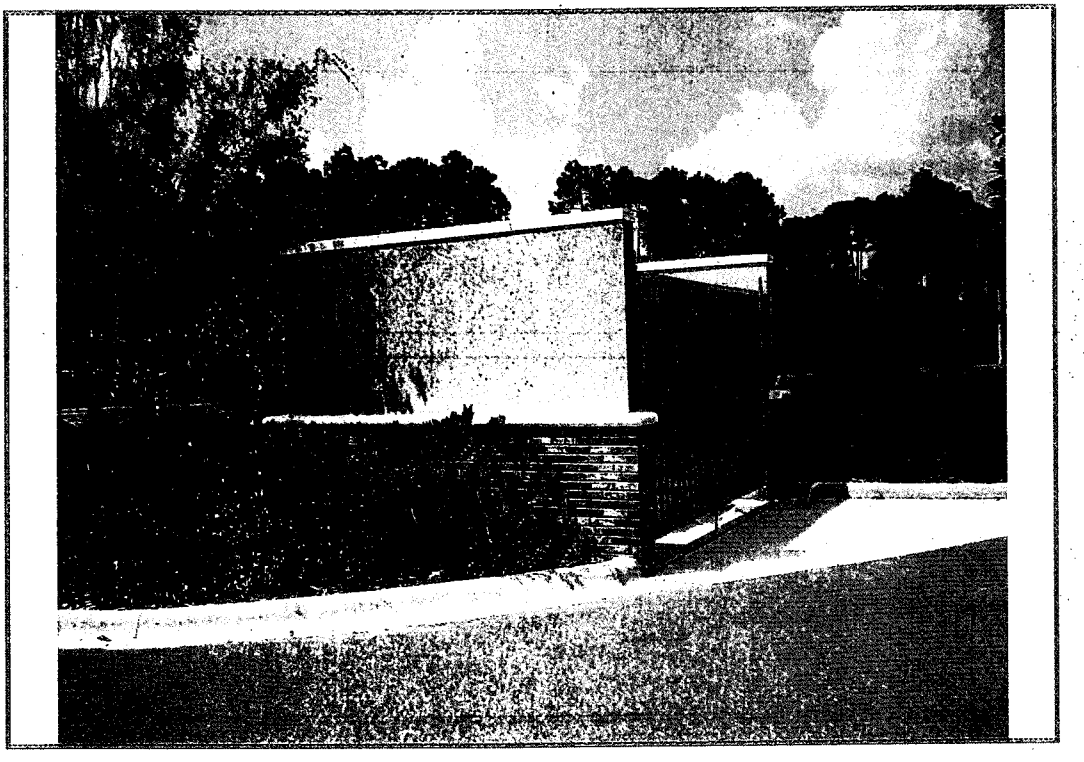
Bad example of landscape screening around utility box installation.



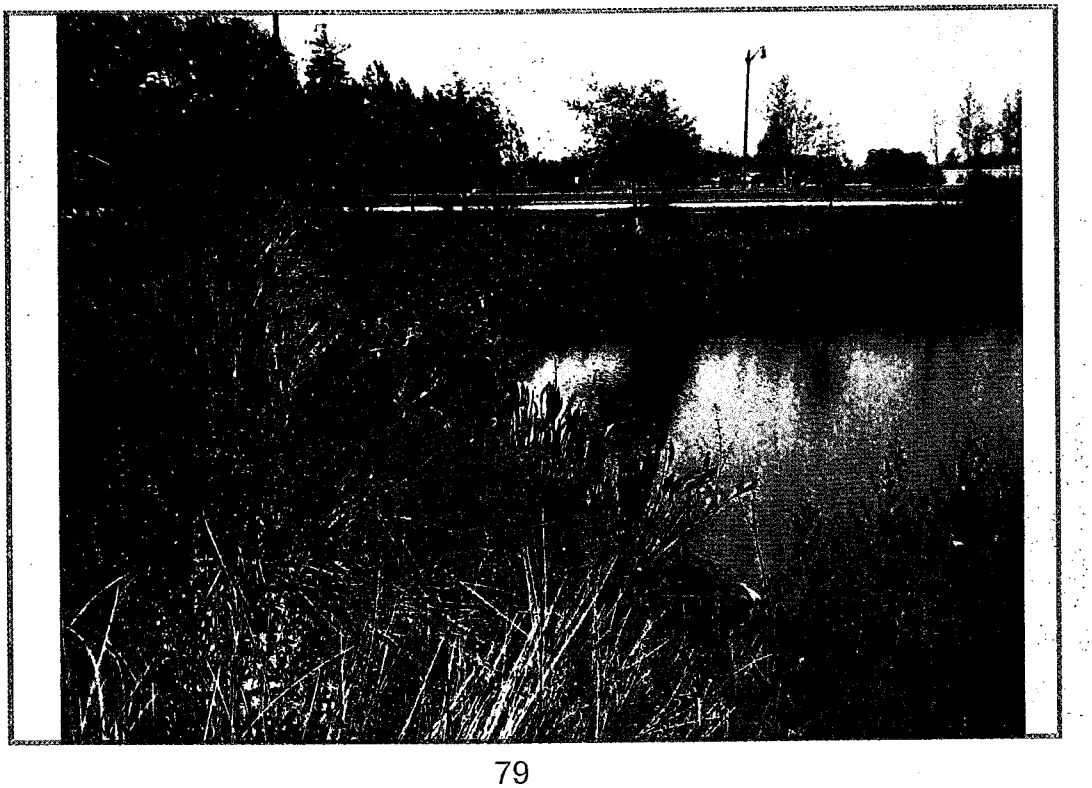
Bad example of landscape screenmg around utility box installation.



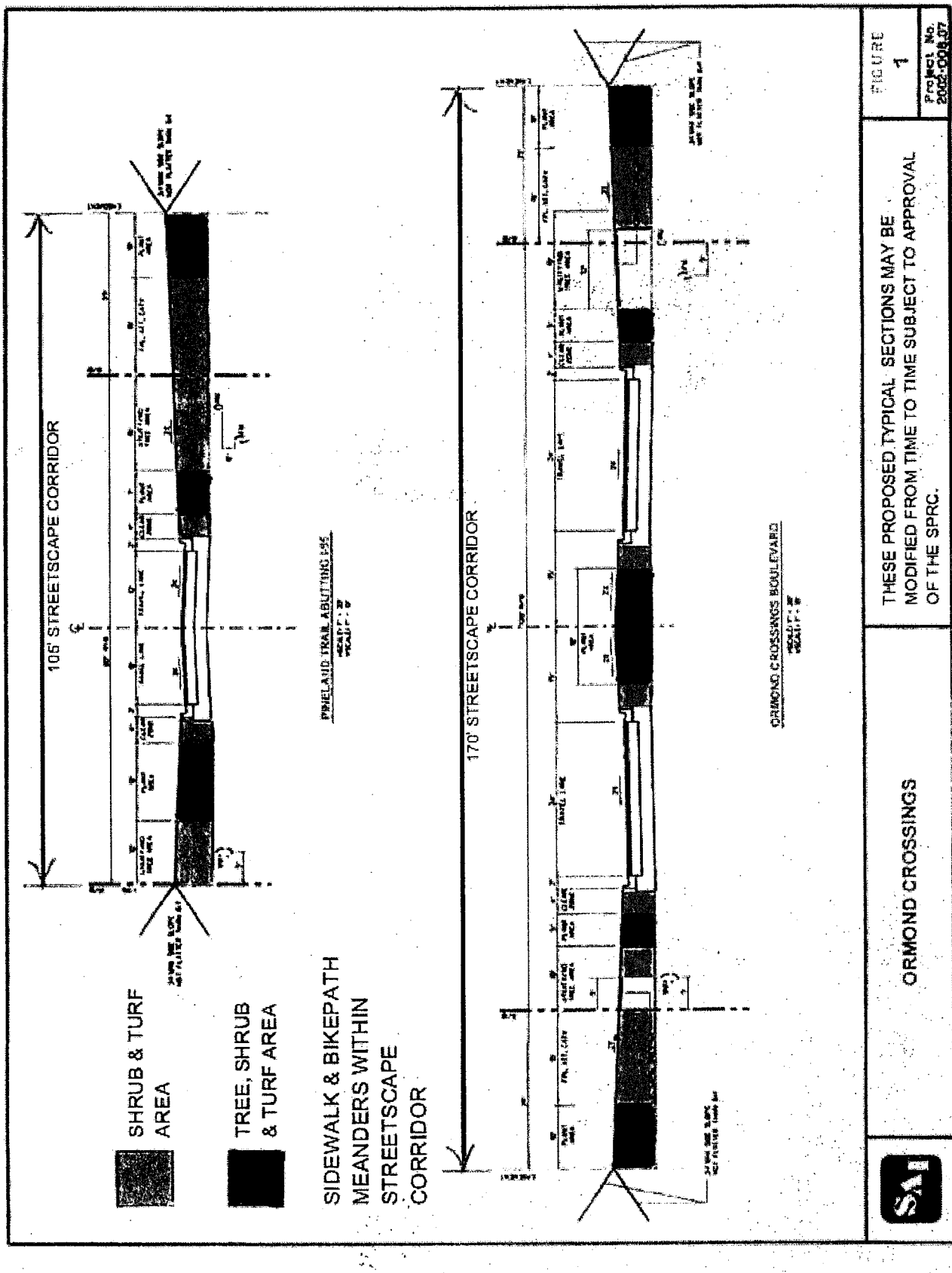
Good example of dumpster enclosure with proper screening.



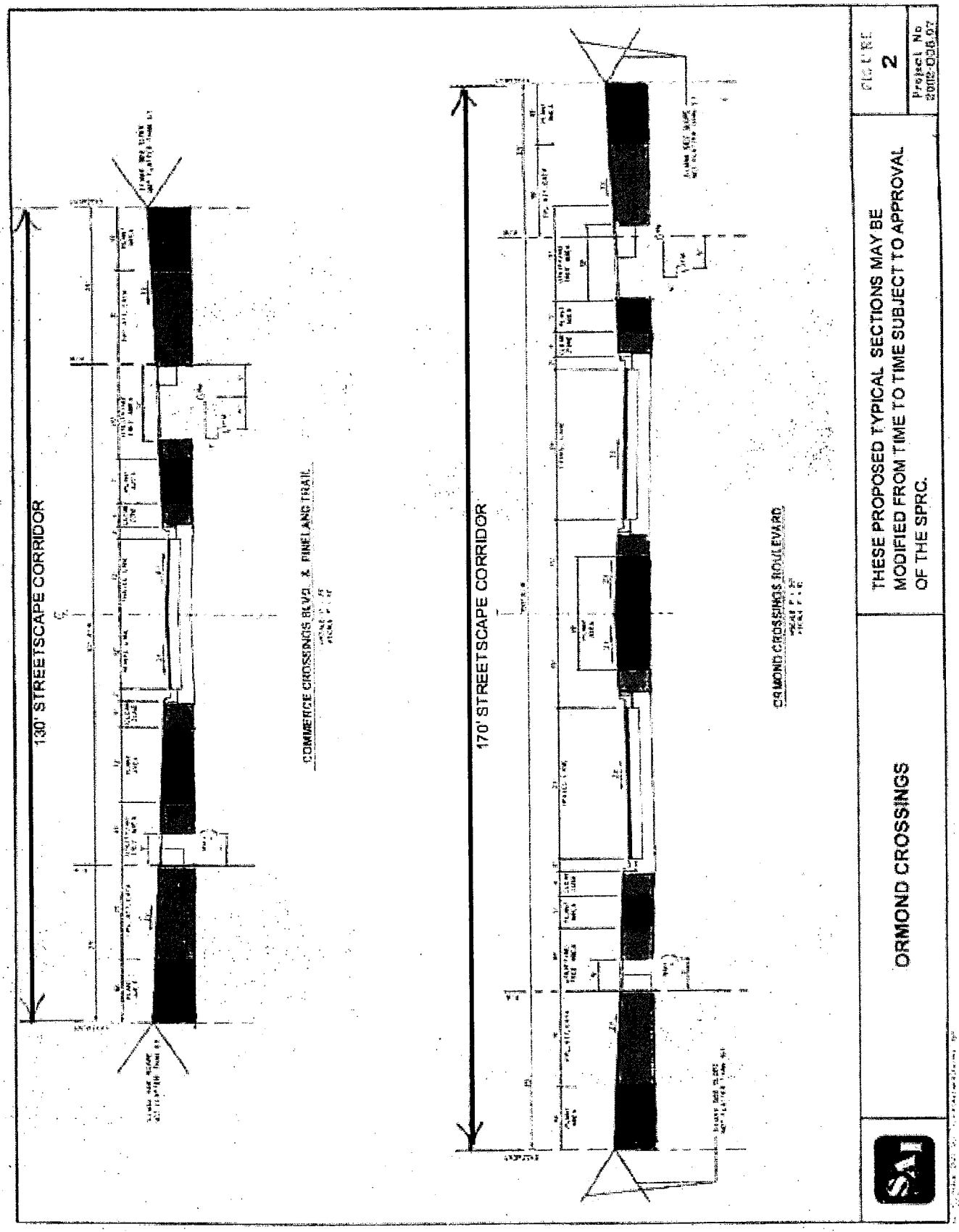
Good example of littoral zone plantings in detention pond.



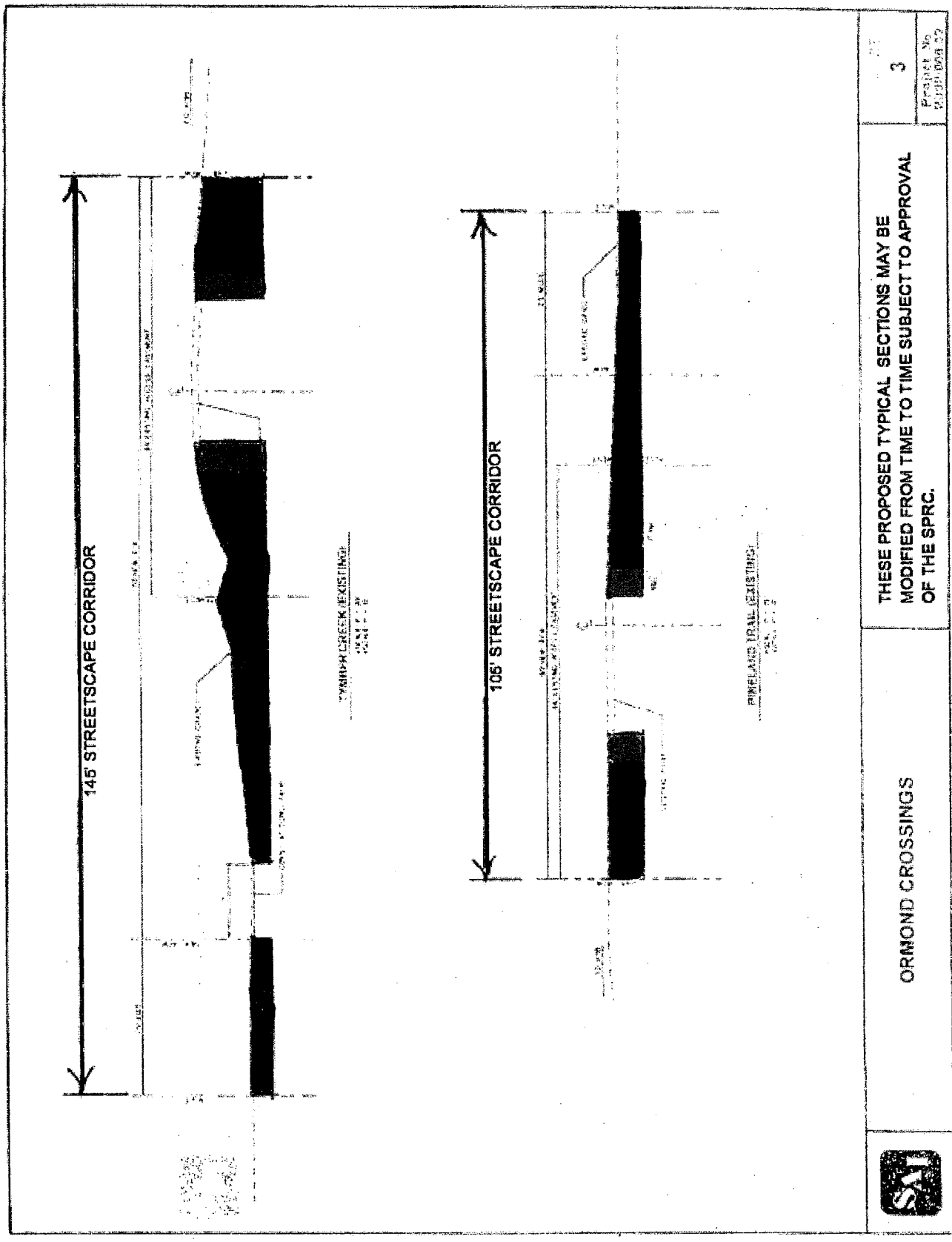
2.3 Streetscape Corridor Typical Sections.



Instrument# 2013-183892 # 152
Book: 6910
Page: 970



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.

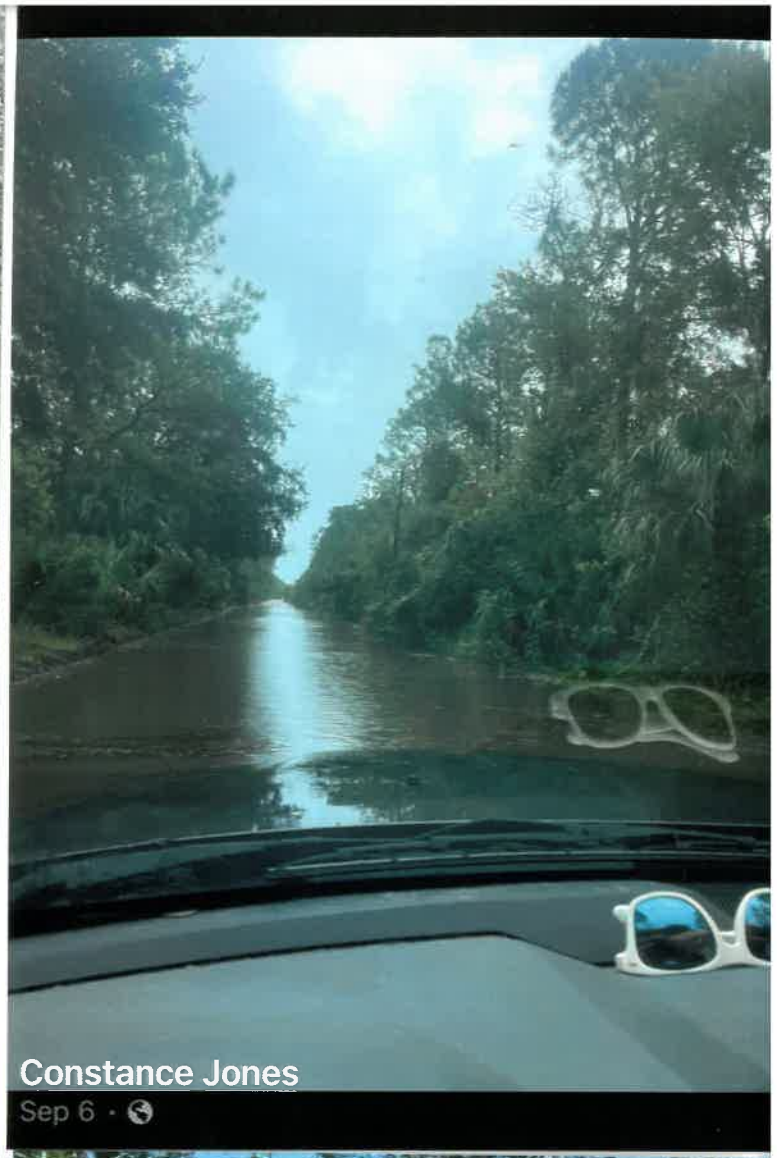
Thank you

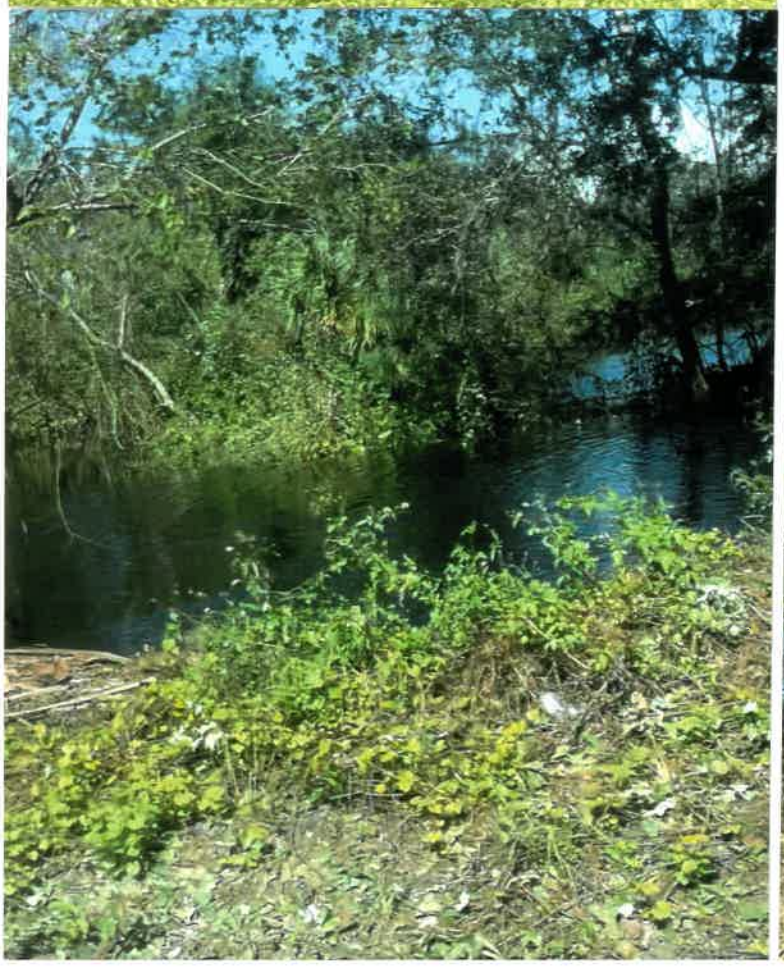
C.

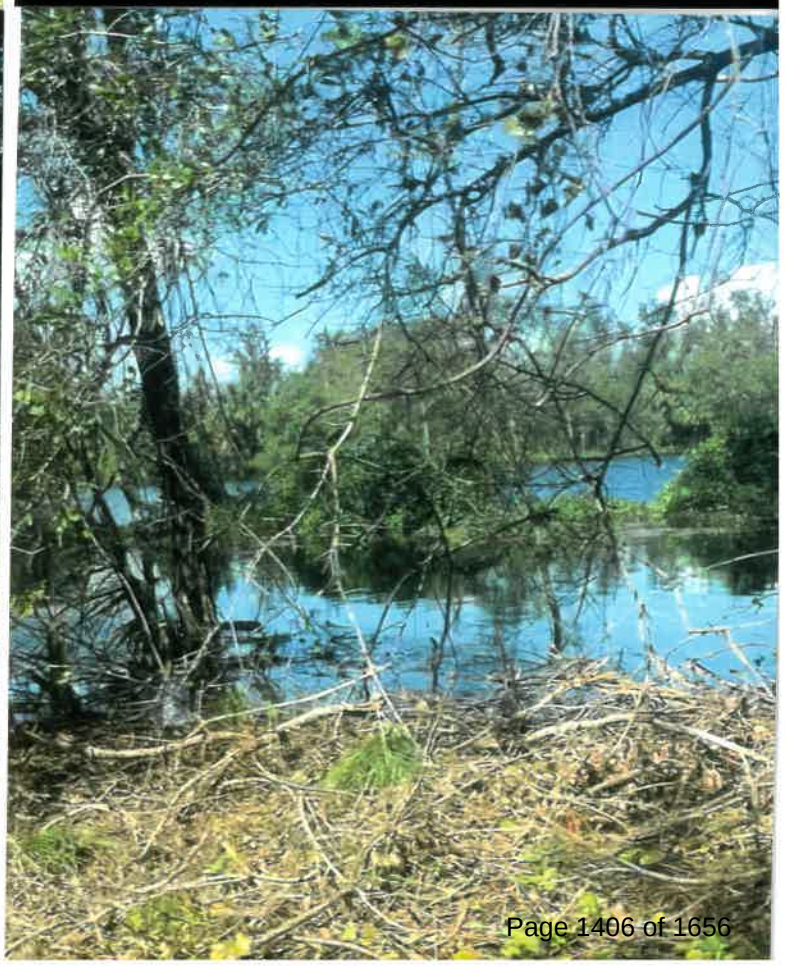
Yahoo Mail: Search, Organize, Conquer

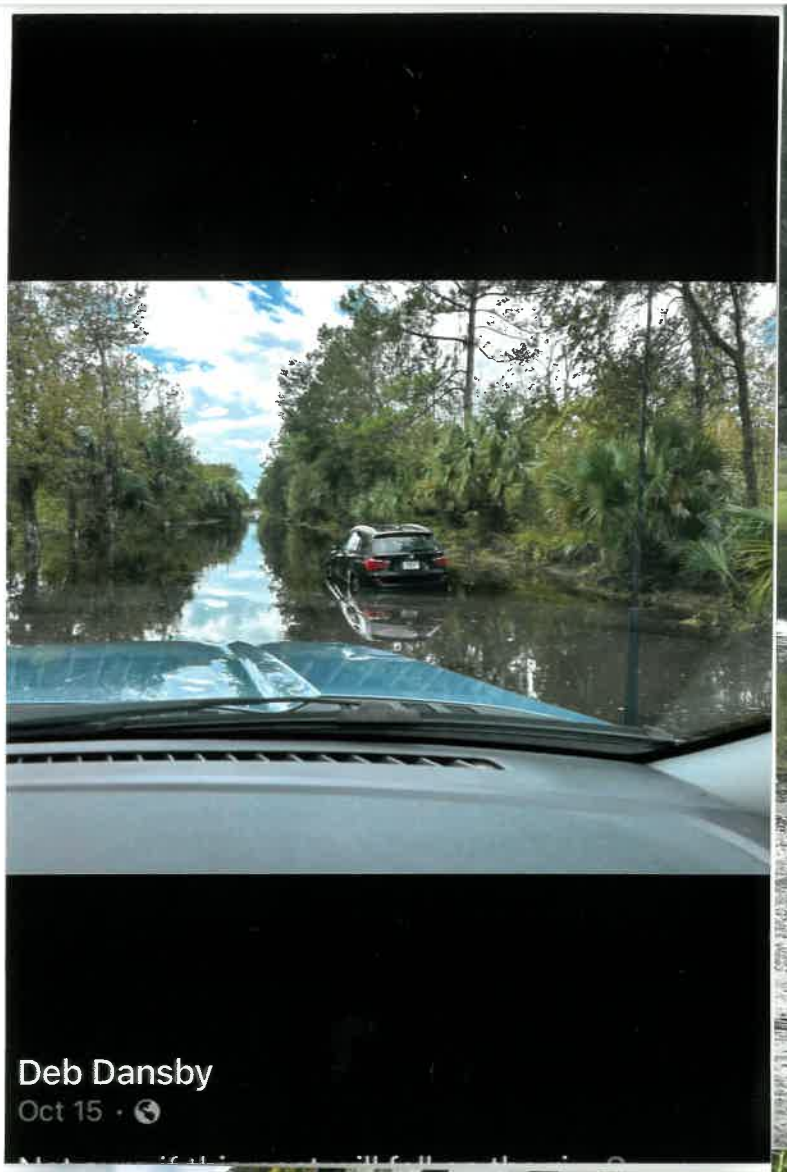
Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.




Constance Jones
Sep 6 ·






Deb Dansby
Oct 15 ·







POULOS & BENNETT

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www.poulosandbennett.com

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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

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Orlando, Florida 32803

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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

January 7, 2025 - City Commission

Number: 8.F

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-1
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Road Name Change, Hammond Avenue to Baltic Avenue		
Summary:	This is an administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision. The Bradford Lakes subdivision (80 single-family lots) is under construction and is in the process of the final plat review. The County of Volusia, Mapping & Addressing staff identified concern about the street name of Hammond Avenue and requested a change to Baltic Avenue. Volusia County staff stated the street name of Hammond exists elsewhere in Ormond Beach. Hammond Avenue is referred to as Hammond Street on the Volusia County Property Appraiser maps. Street name changes are regulated by Section 17-8 of the Code of Ordinances and require notification of property owners of the street name change. Notice of the proposed street name change has been sent to abutting property owners and noticed in the Daytona Beach News-Journal. There are no existing improvements to parcels abutting the existing Hammond Street.		
Financial Impact:	None		
Citizen Impact:	The purpose of the street name change is to ensure the provision of public services. There are no existing structures along the areas of the street name change. No citizen impacts are anticipated as the result of the street name change.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of an Ordinance amending the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-01 Hammond Ave Street Name change (P24-0238G) 2. Exhibit A, Hammond Avenue to Baltic Avenue 3. Bradford Lakes Plat- Hammond Avenue to Baltic Avenue 4. National Gardens MB 7 PG 108 5. Ordinance BIE, Hammond Avenue Road Name Change
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

ORDINANCE NO. 2025-01

AN ORDINANCE CHANGING THE STREET NAME OF "HAMMOND AVENUE" TO "BALTIC AVENUE", SAID STREET BEING LOCATED WITHIN THE PROPOSED BRADFORD LAKES SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, "Hammond Avenue" was platted as part of the National Gardens plat recorded in Volusia County records Map Book 7, Page 108, copied to Map Book 22, Page 171, and

WHEREAS, the platted street of "Hammond Avenue" on the National Gardens plat recorded in Volusia County records Map Book 7, Page 108, copied to Map Book 22, Page 171, is also referred to as "Hammond Street" on the Volusia County Property Appraiser maps, and

WHEREAS, the Bradford Lakes subdivision is under construction and in the process of recording the final subdivision plat, and

WHEREAS, during the final subdivision plat review, the County of Volusia expressed concern that the street name of "Hammond Avenue" may cause confusion with similar street names in Volusia County, and requested the proposed street name be changed, and

WHEREAS, there are no existing residential single-family home structures located on the parcels where the street name change is sought; and the property owners along "Hammond Avenue" have been notified of the proposed street name change, and

WHEREAS, the street name change will not have an adverse impact on the "911" emergency communications system in Volusia County, or upon abutting property owners, and

WHEREAS, the street name change has been reviewed and processed at the request of Volusia County, and in accordance with Section 3-54 of the *Land Development Code* and Section 17-8 of the *Code of Ordinances*, and

WHEREAS, the City Commission finds the street name change to be consistent with the provisions of the *Land Development Code* and *Code of Ordinances* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The name of "Hammond Avenue" (also referred to as "Hammond Street" on the Volusia County Property Appraiser maps), said public street being located within the Bradford Lakes Subdivision, is hereby changed to "Baltic Avenue", as more particularly depicted in Exhibit "A" attached hereto.

SECTION TWO. The City Commission directs the City Clerk to record a copy of this Ordinance in the public records of Volusia County, Florida.

SECTION THREE. The City Commission hereby directs City staff to transmit a certified copy of this Ordinance to the appropriate agencies.

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____

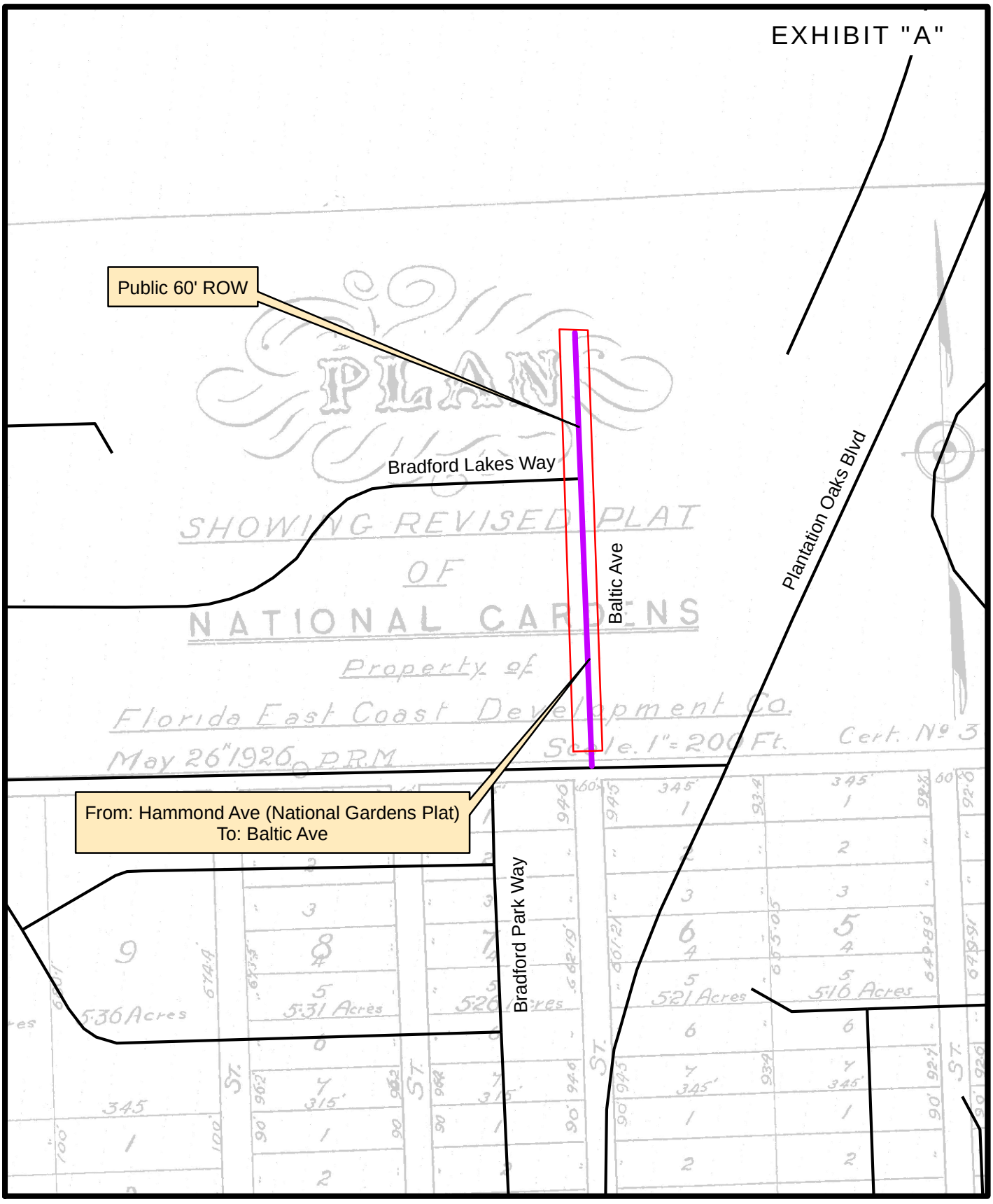
JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

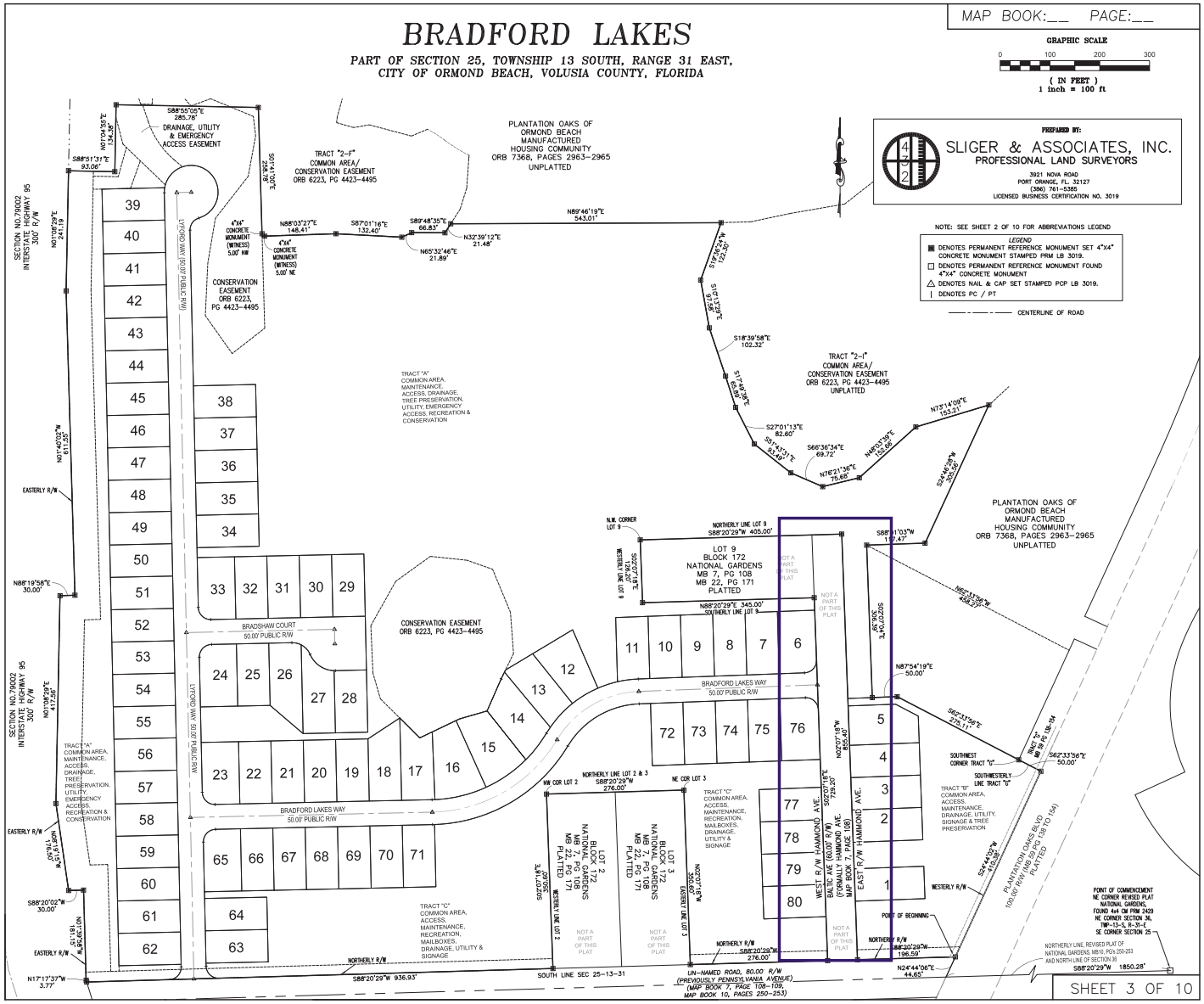
EXHIBIT "A"



STREET NAME CHANGE MAP
From: HAMMOND AVE (Platted MB7 PG108)
To: BALTIC AVE

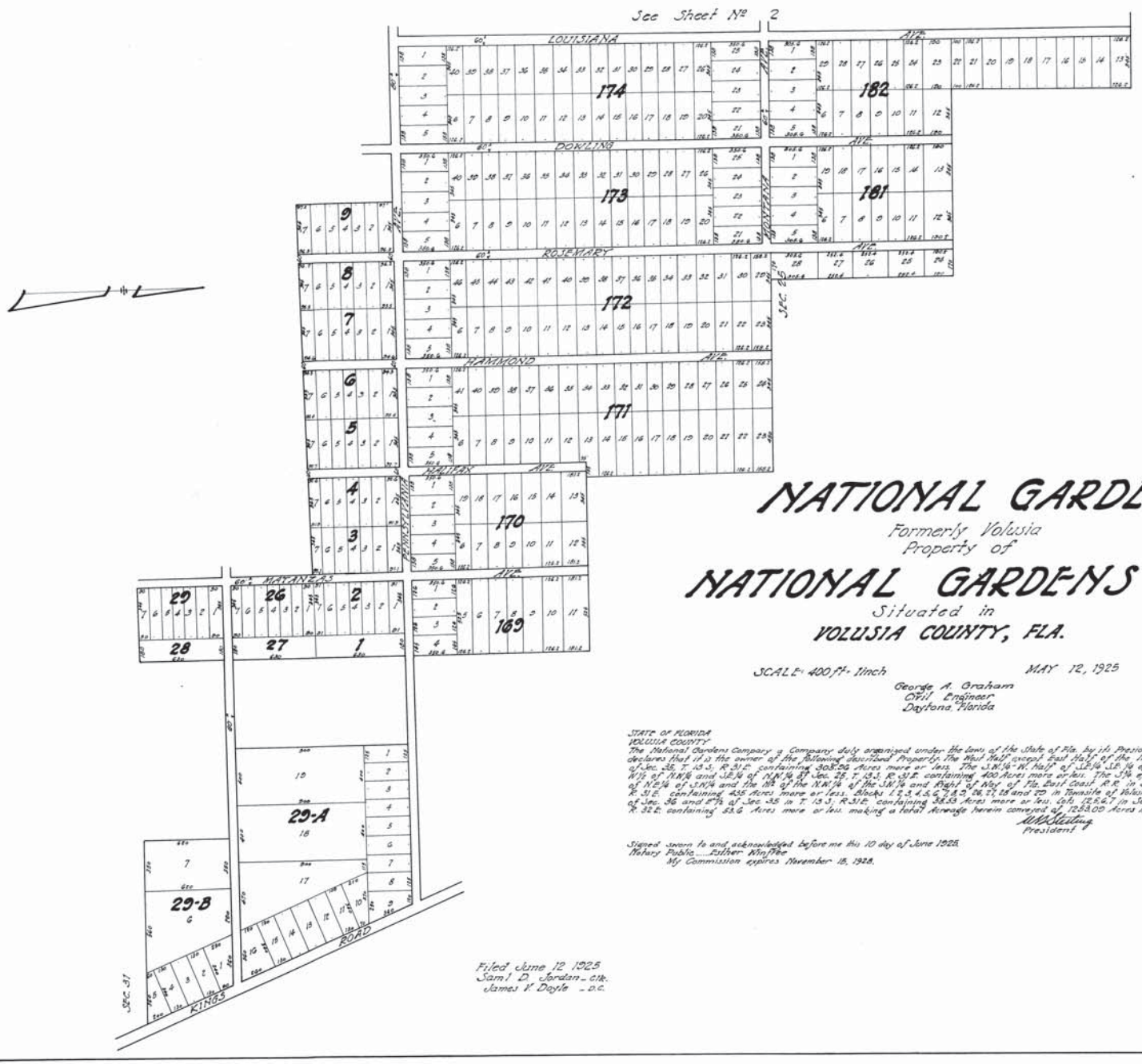
Prepared By: The City of Ormond Beach
G.I.S. Department - December 10, 2024

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BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
TRACT "2-F" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "2-I" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "A" COMMON AREA, MAINTENANCE, ACCESS, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
TRACT "B" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
SECTION NO.79002 INTERSTATE HIGHWAY 95 300' R/W
LYDECKER WAY (NOT A PUBLIC WAY)
MARCHANT WAY 50.00' PUBLIC R/W
BRADSHAW COURT 50.00' PUBLIC R/W
BRADFORD LAKES WAY 50.00' PUBLIC R/W
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 22, PG 171 PLATTED
WEST R/W HAMMOND AVE. BALTIC AVE (60.00' R/W) (FORMALLY HAMMOND AVE. AS SHOWN ON PLAT OF NATIONAL GARDENS)
EAST R/W HAMMOND AVE.
PLANTATION OAKS BLVD 100.00' R/W (SEE PB 13&P 70 TO 134) PLATTED
UN-NAMED ROAD, 80.00' R/W (PREVIOUSLY PENNSYLVANIA AVENUE) (MAP BOOK 7, PAGE 108-109, MAP BOOK 10, PAGES 250-253)
POINT OF BEGINNING
POINT OF COMMENCEMENT NE CORNER REVISED PLAT NATIONAL GARDENS, FOUND 4x4 CM PRM 2429 NE CORNER SECTION 36, TWP-13-S, R-31-E SE CORNER SECTION 25
SOUTH LINE SEC 25-13-31
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PGS 250-253 AND NORTH LINE OF SECTION 30
SHEET 3 OF 10

SHEET Nº 1 of 2 SHEETS

BOOK 22 PAGE 171



NATIONAL GARDENS

Formerly Volusia
Property of

NATIONAL GARDENS CO.

Situated in

VOLUSIA COUNTY, FLA.

SCALE: 400 Ft. - 1 Inch

MAY 12, 1925

George A. Graham
Civil Engineer
Daytona, Florida

STATE OF FLORIDA
VOLUSIA COUNTY

The National Gardens Company a Company duly organized under the laws of the State of Fla. by its President W.M.Sterling declares that it is the owner of the following described Property. The West Half except East Half of the NE¼ of NW¼ of Sec. 35, T. 13 S., R. 31 E. containing 308.06 Acres more or less. The S.W.¼ W. Half of S.E.¼ S.E. ¼ of the S.E.¼ W½ of N.W.¼ and S.E.¼ of N.W.¼ of Sec. 28, T. 13 S. R. 31 E. containing 400 Acres more or less. The S½ except the W½ of N.E.¼ of S.W.¼ and the W½ of the N.W.¼ of the S.W.¼ and Right S.P.R.R. of Fla. East Coast A.E. in Sec. 29, T. 13 S. R. 31 E. containing 435 Acres more or less. Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 26, 27, 28 and 29 in Tomoka of Volusia being a Sub. of Sec. 36 and E½ of Sec. 35 in T. 13 S., R. 31 E. containing 36.53 Acres more or less. Lots 12, 5, 6, 7 in Sec. 31 T. 13 S., R. 32 E. containing 53.6 Acres more or less. making a total Acreage herein conveyed of 1253.00 Acres more or less.

W.M.Sterling
President

Signed sworn to and acknowledged before me this 10 day of June 1925.
Notary Public ..... Esther Ninnee
My Commission expires November 18, 1928.

Filed June 12 1925
Sam'l. D. Jordan - Clk.
James V. Doyle - D.C.

A TRUE COPY OF MAP IN
Map Book 7, Page 108
Clerk Circuit Court
by Deputy Clerk

Sec. 177.101 F.S.
For recorded subdivision vacation, annulment or replat information see:
Plat Book 7 Page 108
O.R. Book 1409 Page 2156 - 2168
DIANE M. MATOUSEK
Clerk of Circuit Court
E. Whitaker D.C.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-01

AN ORDINANCE CHANGING THE STREET NAME OF "HAMMOND AVENUE" TO "BALTIC AVENUE", SAID STREET BEING LOCATED WITHIN THE PROPOSED BRADFORD LAKES SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.

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 administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is an administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.

    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 administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an administrative request to consider changing the street name of Hammond Avenue to Baltic Avenue within the proposed Bradford Lakes subdivision.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 8.G

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-2
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Road Name Changes, Pennsylvania Avenue and Indiana Avenue		
Summary:	This is an administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision. The Bradford Park subdivision (180 townhouse lots) is under construction and is in the process of the final plat review. The development of the Bradford Park subdivision will include the construction of the roadway within the existing Pennsylvania Avenue right-of-way to provide subdivision access to Bradford Park and Bradford Lakes. The County of Volusia, Mapping & Addressing staff identified concern as the street names of Pennsylvania Avenue and Indiana Avenue are common throughout Volusia County and requested a street name change. Street name changes are regulated by Section 17-8 of the Code of Ordinances and require notification of property owners of the street name change. Notice of the proposed street name change has been sent to abutting property owners and noticed in the Daytona Beach News-Journal. There are no existing improvements to parcels abutting the existing Pennsylvania Avenue or Indiana Avenue.		
Financial Impact:	None		
Citizen Impact:	The purpose of the street name changes is to ensure the provision of public services. There are no existing structures along the areas of the		

	street name changes. No citizen impacts are anticipated as a result of the street name changes.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of an Ordinance amending the street name of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-02 Street Name Change (Pennsylvania & Indiana) (P24-0239G) 2. Exhibit A - Pennsylvania to Bradford Ridge Avenue 3. Exhibit B, Indiana Avenue to Foresthaven Street 4. National Gardens MB 10 PG 252 5. BP - Pennsylvania_BradfordRidgeAve 6. BP - Indiana_Foresthaven 7. Ordinance BIE, Street Road Name Change (Pennsylvania&Indiana)
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

ORDINANCE NO. 2025-02

AN ORDINANCE CHANGING THE STREET NAMES OF "PENNSYLVANIA AVENUE" TO "BRADFORD RIDGE AVENUE", AND "INDIANA AVENUE" TO "FORESTHAVEN STREET", SAID STREETS BEING LOCATED WITHIN AND TO THE NORTH OF THE PROPOSED BRADFORD PARK SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, "Pennsylvania Avenue" was platted as part of the National Gardens plat recorded in Volusia County records Map Book 7, Page 108, copied to Map Book 22, Page 171, and Map Book 10, Page 252, and

WHEREAS, "Indiana Avenue" was platted as part of the National Gardens plat recorded in Volusia County records Map Book 10, Page 252, and

WHEREAS, the Bradford Park subdivision is under construction and in the process of recording the final subdivision plat, and

WHEREAS, during the final subdivision plat review, the County of Volusia expressed concern that the street names of "Pennsylvania Avenue" and "Indiana Avenue" may cause confusion with similar street names in Volusia County, and requested the proposed street names be changed, and

WHEREAS, there are no existing residential single-family home structures located on the parcels where the street name changes are sought; and the property owners along

"Pennsylvania Avenue" and "Indiana Avenue" have been notified of the proposed street name changes, and

WHEREAS, the street name changes will not have an adverse impact on the "911" emergency communications system in Volusia County, or upon abutting property owners, and

WHEREAS, the street name changes have been reviewed and processed at the request of Volusia County, and in accordance with Section 3-54 of the *Land Development Code* and Section 17-8 of the *Code of Ordinances*, and

WHEREAS, the City Commission finds the street name changes to be consistent with the provisions of the *Land Development Code* and *Code of Ordinances* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The name of "Pennsylvania Avenue", said public street being located north of the Bradford Park Subdivision, is hereby changed to "Bradford Ridge Avenue", as more particularly depicted in Exhibit "A" attached hereto.

SECTION TWO. The name of "Indiana Avenue", said public street being located within the Bradford Park Subdivision, is hereby changed to "Foresthaven Street", as more particularly depicted in Exhibit "B" attached hereto.

SECTION THREE. The City Commission directs the City Clerk to record a copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Commission hereby directs City staff to transmit a certified copy of this Ordinance to the appropriate agencies.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

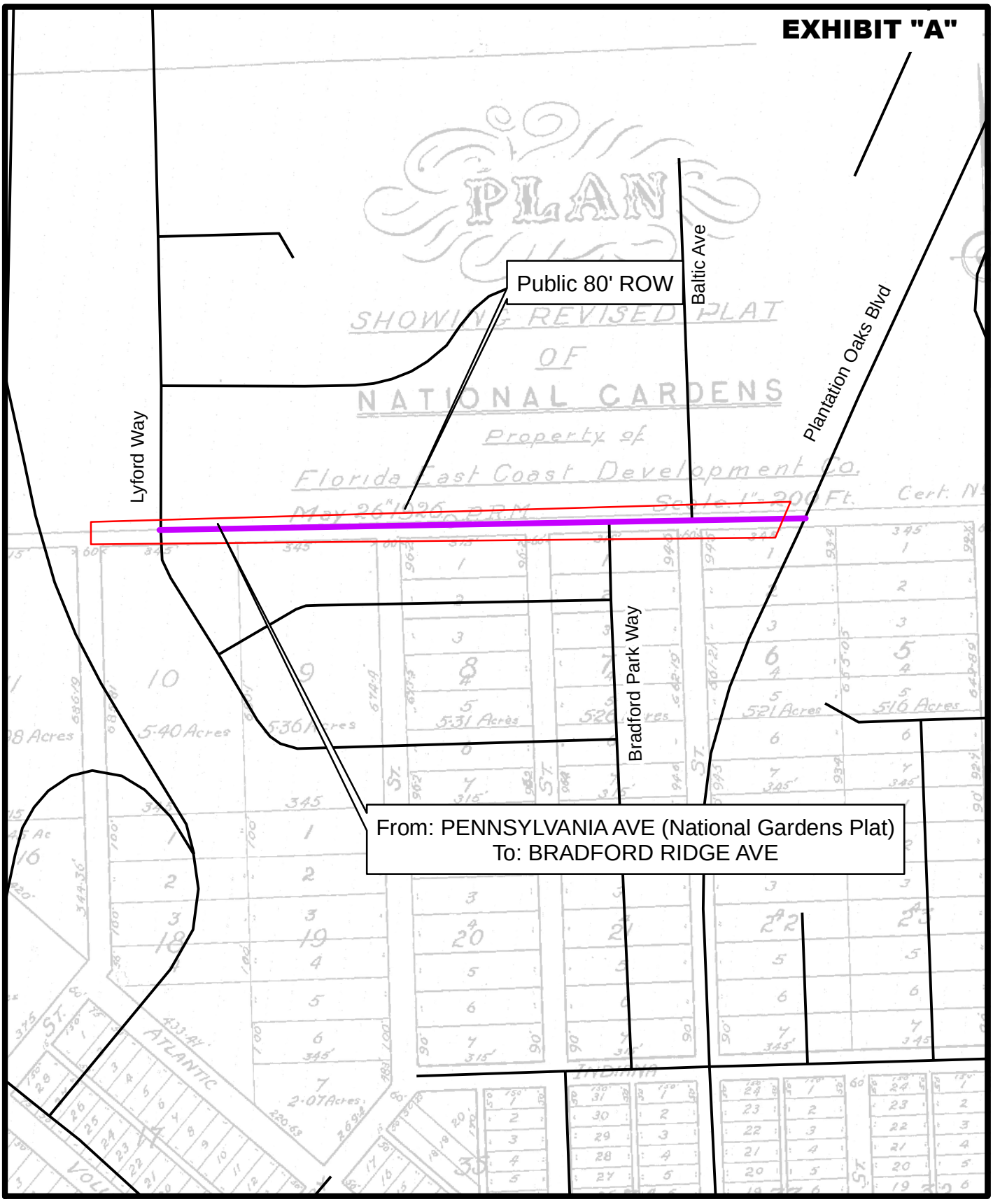
PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

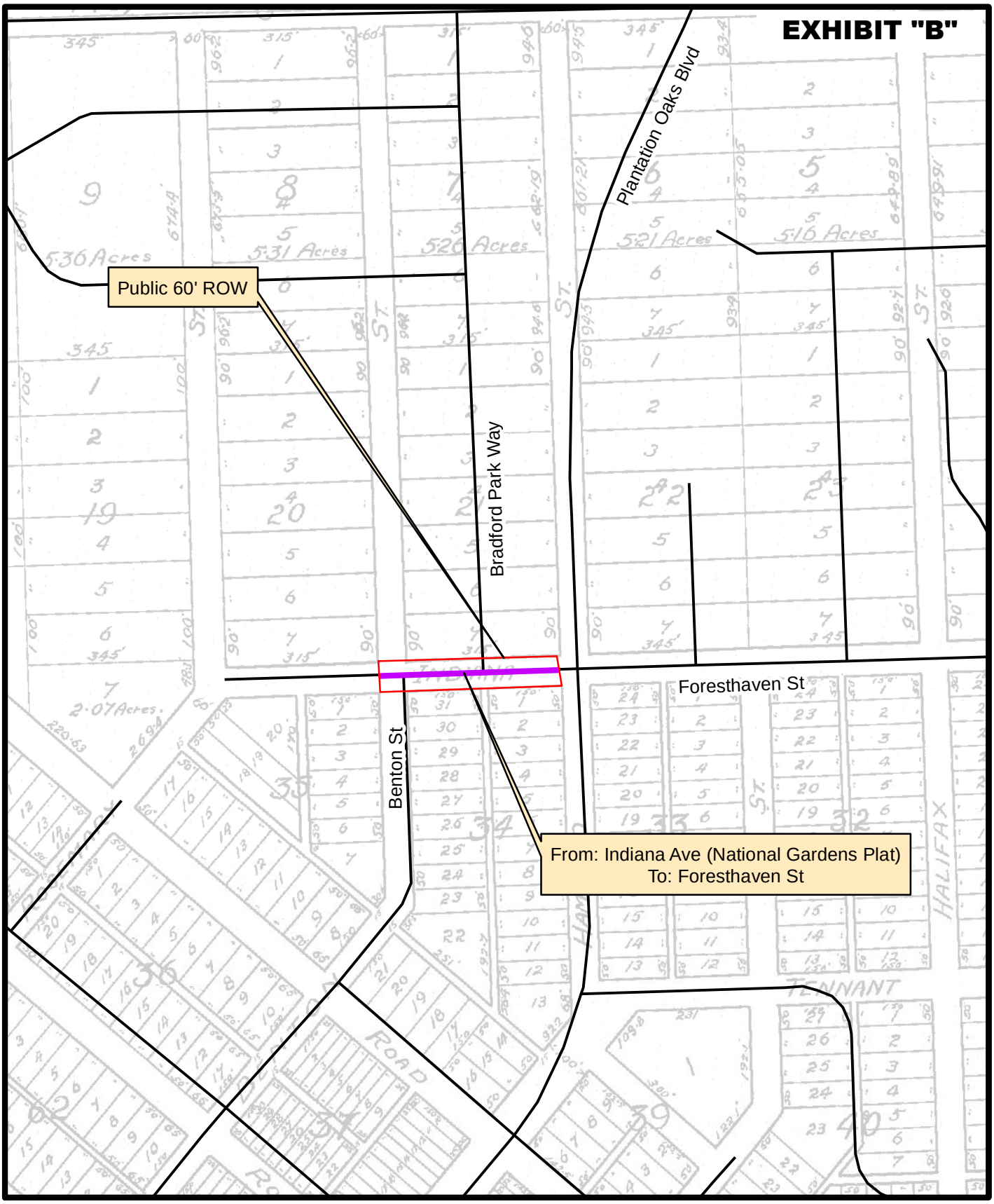
EXHIBIT "A"



STREET NAME CHANGE MAP
From: PENNSYLVANIA AVE (Platted MB10 PG252)
To: BRADFORD RIDGE AVE

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2024

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STREET NAME CHANGE MAP
From: INDIANA AVE (Platted MB10 PG252)
To: FORESTHAVEN ST

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2024

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PLAN

SHOWING REVISED PLAT

OF

NATIONAL GARDENS

Property of

Florida East Coast Development Co.

May 26 1926 P.R.M. Scale. 1"=200 Ft. Cert. No 367.

SHEET No 3.

Approved for Record

JUN 16 1926

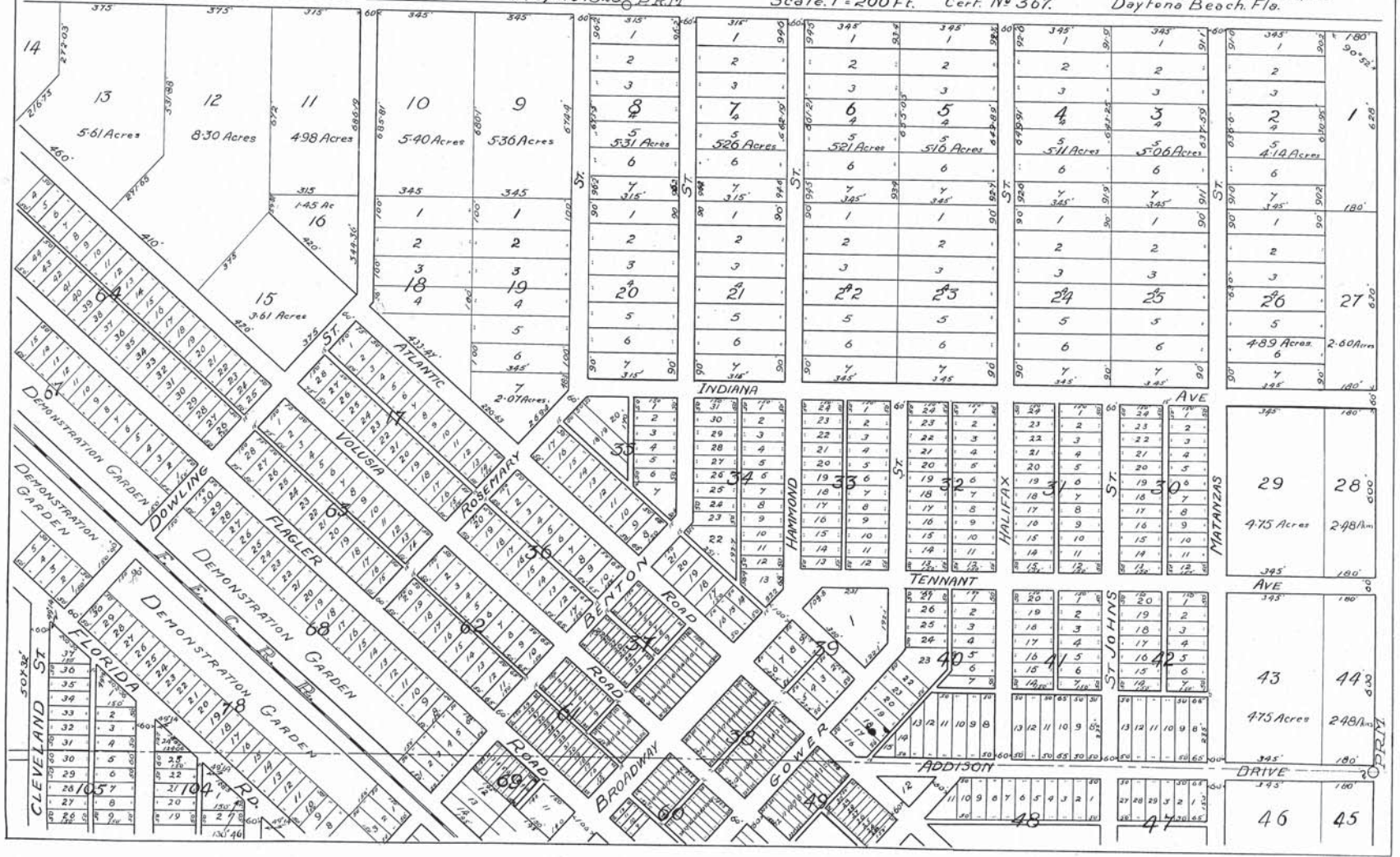
ASSISTED REPRESENTATIVE BOARD OF COUNTY COMMISSIONERS VOLUSIA COUNTY, FLA.

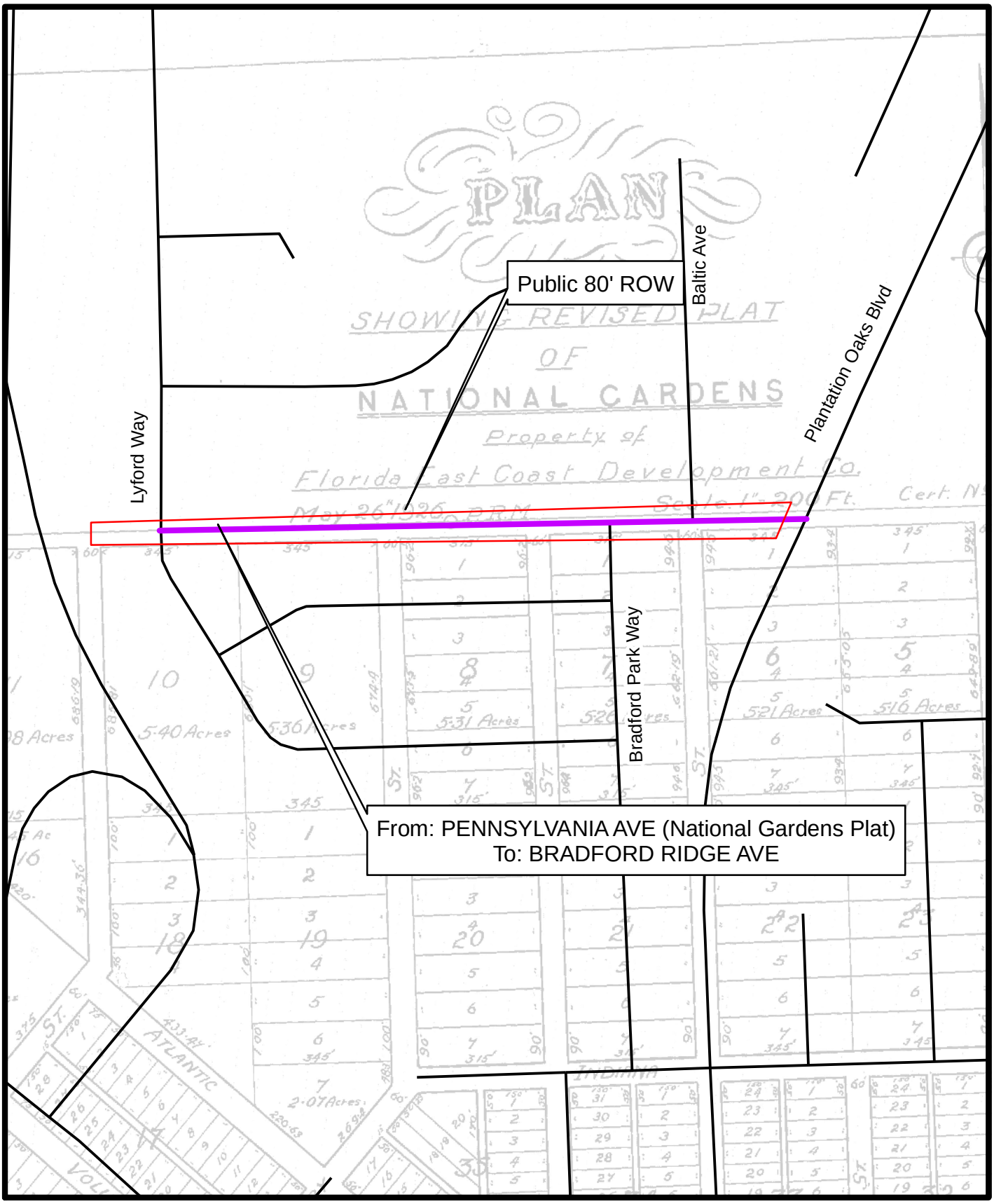
Certified in compliance with Survey Laws of 1925 and filed for record this

Clerk Circuit Court.

D.C.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.

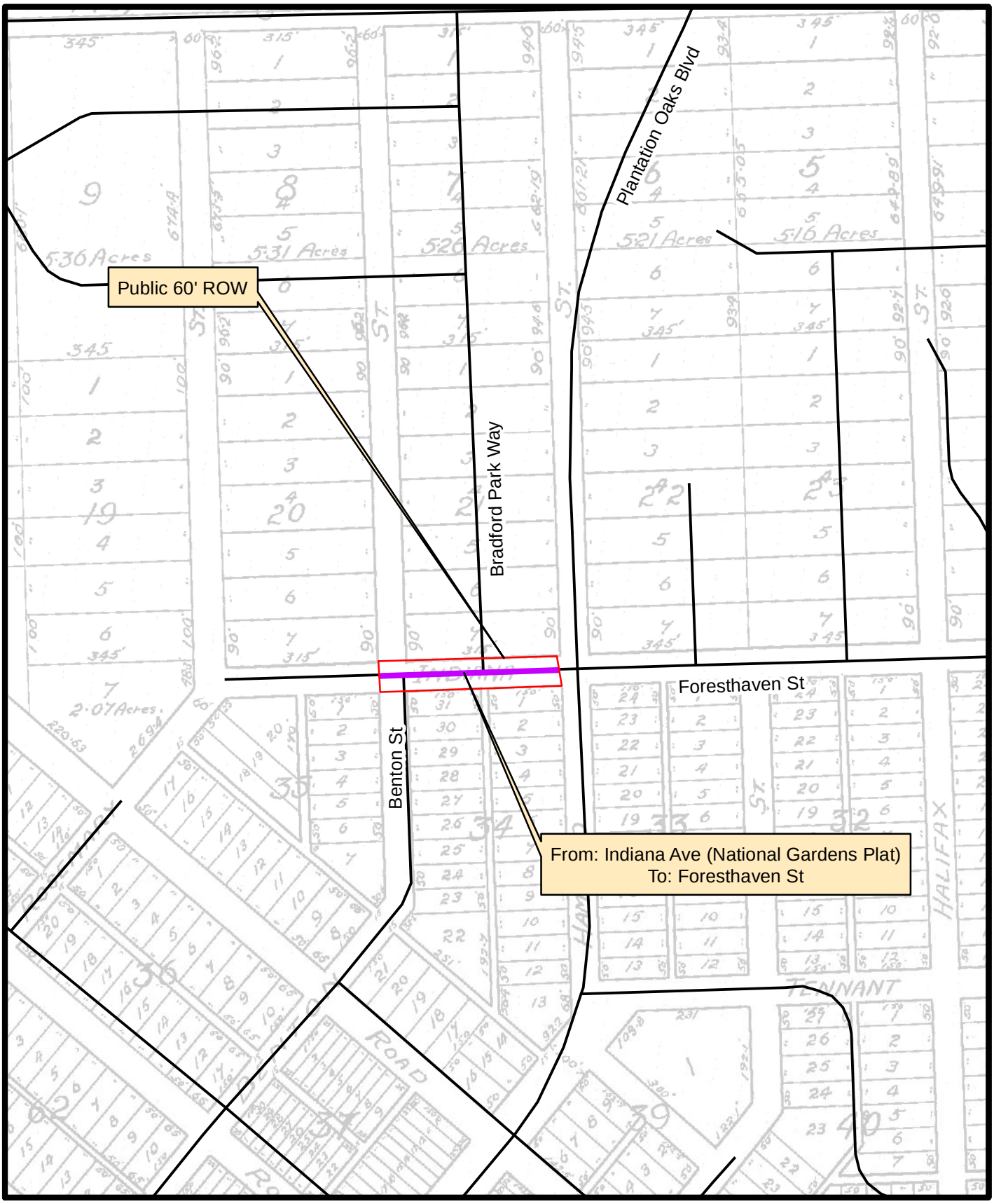




STREET NAME CHANGE MAP
From: PENNSYLVANIA AVE (Platted MB10 PG252)
To: BRADFORD RIDGE AVE

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2024

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STREET NAME CHANGE MAP
From: INDIANA AVE (Platted MB10 PG252)
To: FORESTHAVEN ST

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2024

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Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-02

AN ORDINANCE CHANGING THE STREET NAMES OF "PENNSYLVANIA AVENUE" TO "BRADFORD RIDGE AVENUE", AND "INDIANA AVENUE" TO "FORESTHAVEN STREET", SAID STREETS BEING LOCATED WITHIN AND TO THE NORTH OF THE PROPOSED BRADFORD PARK SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.

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 administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is an administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.

    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 administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an administrative request to consider changing the street names of Pennsylvania Avenue to Bradford Ridge Avenue and Indiana Avenue to Foresthaven Street within and to the north of the proposed Bradford Park subdivision.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 8.H

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-3
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Ormond Beach Historical Society		
Summary:	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. The Ormond Beach Historical Trust is now the Ormond Beach Historical Society. City staff noticed this error while appointing a new board member to the Historic Landmark Preservation Board. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code. The Planning Board reviewed the Land Development Code amendment at the November 14, 2024, meeting and unanimously (4-0) recommended approval. There were no individuals who spoke for or against the proposed Land Development Code amendment.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** of an amendment to the Land Development Code to 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.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 25-03 HLPB name change of Historical Society (P24-0237G) 2. 11.14.2024 PB Staff Report, Ormond Beach Historical Society 3. Draft Planning Board minutes, OBHS, LDC Amendment 4. Ordinance BIE, LDC Amendment, OBHS	
Approval:	Kelly McGuire, Finance Director	12/12/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

ORDINANCE NO. 2025-03

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-17, HISTORIC LANDMARK PRESERVATION BOARD, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Section 1-17, Historic Landmark Preservation Board, of Article II, Administration and Enforcement, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on November 14, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(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 1-17, Historic Landmark Preservation Board, of Article II, Administration and Enforcement, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

(a) (*no change to existing text)*

(b) *Membership.* The board shall consist of nine (9) members who must reside in the city. Each of the following organizations shall nominate one (1) of its members to serve on the board: The Casements Guild <u>for the City of Ormond Beach, Inc.</u> and the ~~Ormond Beach Historical Trust~~ <u>Ormond Beach Historical Society, Inc</u>. All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates from the general population to serve as members of the board as provided in section 2-206 of the Code of Ordinances, 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 (1) 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 nominations, then one (1) or more of the other city commission members may nominate candidates to fill the position in like manner. In addition, the city commission shall nominate candidates from the general population for the other two (2) board positions, and said appointments shall be approved by majority vote of the city commission. The board should, whenever possible, consist of one (1) general contractor, one (1) architect and five (5) members of the general public. All board members shall have an interest or expertise in historic preservation. No person nominated or appointed to the board shall be required to be currently active in the person's designated field, be currently licensed in the given field, or work in the given field within the city.

(c) (*no change to existing text)*

(d) *(no change to existing text)*

(e) *(no change to existing text)*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____

JASON LESLIE
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Ormond Beach Historical Society

PLANNING BOARD DATE:	November 14, 2024
TENTATIVE CITY COMMISSION DATES:	January 7, 2025 (1st Reading) January 21, (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	LDC 2024-107
SUBJECT:	LDC amendment: Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership.
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton, Senior Planner

INTRODUCTION: 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.

BACKGROUND: The Ormond Beach Historical Trust is now the Ormond Beach Historical Society. City staff noticed this error while appointing a new board member to the Historic Landmark Preservation Board. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code.

ANALYSIS: The purpose of this Land Development Code amendment is to change the name of the historic landmark in the Land Development Code. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Chapter 1 – General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board,

(a) ****No change to existing text****

(b) *Membership.* The board shall consist of nine (9) members who must reside in the city. Each of the following organizations shall nominate one (1) of its members to serve on the board: The Casements Guild and the Ormond Beach Historical ~~Trust~~ Society. All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates from the general population to serve as members of the board as provided in section 2-206 of the Code of Ordinances, 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 (1) 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 nominations, then one (1) or more of the other city commission members may nominate candidates to fill the position in like manner. In addition, the city commission shall nominate candidates from the general population for the other two (2) board positions, and said appointments shall be approved by majority vote of the city commission. The board should, whenever possible, consist of one (1) general contractor, one (1) architect and five (5) members of the general public. All board members shall have an interest or expertise in historic preservation. No person nominated or appointed to the board shall be required to be currently active in the person's designated field, be currently licensed in the given field, or work in the given field within the city.

(c) ****No change to existing text****

CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code. The amendment would not have a negative impact to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. The application pertains to changing the name of the Ormond Beach Historical Society in the Land Development Code.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed as part of the proposed amendment. This is an administrative amendment to correct the name of the Ormond Beach Historical Society in the Land Development Code.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the amendment to the Land Development Code Chapter 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, as follows:

Chapter 1 – General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b) Membership

(a) ****No change to existing text****

(b) *Membership.* The board shall consist of nine (9) members who must reside in the city. Each of the following organizations shall nominate one (1) of its members to serve on the board: The Casements Guild and the Ormond Beach Historical ~~Trust~~ Society. All such nominations must be approved by the city commission. Additionally, the mayor and each city commissioner shall nominate candidates from the general population to serve as members of the board as provided in section 2-206 of the Code of Ordinances, 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 (1) 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 nominations, then one (1) or more of the other city commission members may nominate candidates to fill the position in like manner. In addition, the city commission shall nominate candidates from the general population for the other two (2) board positions, and said appointments shall be approved by majority vote of the city commission. The board should, whenever possible, consist of one (1) general contractor, one (1) architect and five (5) members of the general public. All board members shall have an interest or expertise in historic preservation. No person nominated or appointed to the board shall be required to be currently active in the person's designated field, be currently licensed in the given field, or work in the given field within the city.

(c) ****No change to existing text****

Planning Board minutes from November 14, 2024

ITEM:

PZ-2024-107

Land Development Code (LDC) Amendment

Historic Landmark Preservation Board membership

Recommended for Approval (4-0)

other side of the bridge and another on W. Granada Boulevard and does not think that this will add any beauty to Ormond Beach. He concluded suggesting that the Board vote against it, and added that if there were to be a show of hands for those against it that it would be an overwhelming response.

Board Discussion and Recommendation

Mr. Scudiero pointed out that prior to the Winn Dixie, it was a Walmart and the parking lot is twice what is needed today. He continued that for the traffic to back up to W. Granada Blvd., heading westbound, the stacking would have to be most of the anticipated 300 cars at one time. Mr. Scudiero explained that where you turn in and go down the lane from the entrance, you have to turn around due to the configuration of the aisles in front of the store and then come back to get into the U-turn into the drive-through lane, approximately 50 to 100 cars. Mr. Scudiero concluded that the Board is tasked with looking at the landscaping buffer change and the stacking change, taking into consideration that they can do it by-right if it were not for the two aforementioned issues. He concluded that for that reason, he supports it.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-000109-Ellianos, Special Exception Redevelopment Plan, 353 West Granada Boulevard. Mr. du Moulin seconded the motion. Vote was called, and the motion was denied (3-1), with Mr. du Moulin, Mr. Jorczak, and Chairman Thomas in opposition.

Chairman Thomas explained that he does not disagree about the stacking, but added without a deceleration lane that he could see a problem. He continued that there may be a different solution as stacking lanes are becoming a serious problem. He suggested that there may be other ingress options.

Mr. Jorczak added that it would be better for it to be off of N. Orchard Street as the primary way and not the secondary way.

Applicant's Response

Mr. Gmuer asked the City Attorney for advice on what can be done.

Attorney Hayes replied that the decision was made by the Board to deny the request. He explained that the applicant can review the minutes and make an argument to the City Commission before they make their final determination.

B. PZ-2024- 000107 – Land Development Code (LDC) Amendment, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership

Ms. Noel Eaton, Senior Planner, explained the administrative amendment to the 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. Ms. Eaton stated that staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Board Recommendation

Chairman Thomas entertained a motion and called the vote.

Mr. Scudiero motioned to approve PZ-2024-000107 – Land Development Code (LDC) Amendment, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership. Mr. Jorczak seconded it. Vote was called, and the motion was approved (4-0).

VII. PUBLIC COMMENTS

Chairman Thomas asked if there were any public comments.

VIII. OTHER BUSINESS

A. PZ-24-000085, Zoning District Review, Discussion Item

Ms. Eaton delivered the end of the zoning district review for the remaining residential districts.

1. T-2, Manufactured Home

Ms. Eaton stated that the T-2, Manufactured Home (T-2) Zoning District is to provide the opportunity to introduce low-cost quality housing units into areas of the city having low household incomes and deteriorated housing conditions. The district is further intended to aid in community-initiated redevelopment, but is not intended to be applied to undeveloped areas of the city. Ms. Eaton added that it does allow single-family homes as well as manufactured and mobile homes. The minimum lot size is 7,500 square-feet. She explained the general dimensional standards, setbacks and lot-width requirements.

2. R-1, Residential Estate

Ms. Eaton explained the purposes of the Rural Estate (R-1) Zoning District is to provide for both existing and proposed single-family residential development characteristic of the spacious lots currently existing in various areas of the city, particularly along the Halifax River and the Atlantic Ocean, which are considered representative of the original and historic character of the city. Ms. Eaton further explained the 20,000-square-foot lot size is the largest in the residential zoning. She reviewed the general dimensional standards, setbacks and lot-width requirements.

3. R-2, Single-Family Low Density

Ms. Eaton explained the purpose of the Single-Family Low Density (R-2) Zoning District is to protect and encourage the continued development of the residential zoning district. She added that the minimum lot size is 10,000-square-feet, and explained the setbacks and lot-width requirements. Ms. Eaton pointed out that there is a front yard average calculated setback required along the area on the west side of N. and S. Beach Street, between Sanchez and Lorillard Place, and calculated average setbacks along the properties on the Tomoka and Halifax Rivers and Atlantic Ocean.

4. R-2.5, Single-Family Low-Medium Density

Ms. Eaton explained the purpose of the Single-Family Low-Medium Density Zoning District is to protect and encourage the continued development of the residential single-family development that has

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-03

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-17, HISTORIC LANDMARK PRESERVATION BOARD, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, of the Land Development Code to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.

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 administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, of the Land Development Code to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.

    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 administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, of the Land Development Code to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.

    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 administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, of the Land Development Code to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership, of the Land Development Code to amend the name of the Ormond Beach Historical Trust to the Ormond Beach Historical Society.

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

January 7, 2025 - City Commission

Number: 8.I

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2025-4
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Live Local Act		
Summary:	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes. The Live Local Act, created through Senate Bill 102 , effective on July 1, 2023, mandates that local governments must permit multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use, provided that at least 40% of the residential units in a proposed multifamily rental development are affordable for a minimum of 30 years. There were updates to the Live Local Act with SB 328, that Governor DeSantis signed on May 16, 2024. City staff contracted with Zev Cohen and Associates to provide an analysis of the Live Local Act and the development of an Ordinance and Land Development Code Amendment. On September 12, 2024, the Planning Board continued this item to provide additional information on the opt-out provisions of the tax exemptions. A Planning Board member provided information from an Orlando Sentinel article about Osceola County opting out of the tax exemptions based upon the determination of adequate affordable housing. Additional information was provided on the opt-out tax exemptions of the Live Local Act within the October Planning Board packet. The Planning Board reviewed the Land Development Code amendment at the October 29, 2024 meeting and unanimously (7-0) recommended		

	approval. There were no individuals who spoke for or against the proposed Land Development Code amendment.
Financial Impact:	None
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** of an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-04 Live Local Act LDC Amendment (P24-0217G) 2. 10.10.2024 Live Local Act LDC Amendment 3. Draft Planning Board minutes, LLA, LDC Amendment 4. Ordinance BIE, LDC Amendment, Live Local Act
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

ORDINANCE NO. 2025-04

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, RESERVED, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO PROVIDE REGULATORY GUIDANCE IN ACCORDANCE WITH THE LIVE LOCAL ACT AS PROVIDED IN FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the *Land Development Code* to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes, and

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7) and Section 166.04151(7), *Florida Statutes* (2023), known as the Live Local Act, taking effect on July 1, 2023, and

WHEREAS, on May 16, 2024, Governor Ron DeSantis signed SB 328, amending the Live Local Act, taking effect on May 16, 2024, and

WHEREAS, the Live Local Act affects those properties zoned commercial, industrial, and mixed-use; however, the City does not have a mixed-use zoning district without a planned development, 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 amendments to be consistent with the provisions of the Comprehensive Plan of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-39, Reserved, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by establishing a new section to be titled "Section 2-39, Affordable Housing" as follows:

Sec. 2-39. ~~Reserved.~~ Affordable Housing.

(a) Purpose and Intent. The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) Implementation. With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to City administrative approval and the imposition of restrictions on the application of City density, floor area ratio, and height limitations, apply

only to properties zoned for commercial or industrial. No other properties are eligible. Among those properties excluded from eligibility are properties subject to any Planned Developments (PD) including Planned Residential Development (PRD), Planned Business Development (PBD), Planned Industrial Development (PID), and Planned Mixed-Use Development (PMUD), unless the planned development agreement for the property specifically provides for such applicability; and properties zoned for or used primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the City's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the City as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the City and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the City which will include a

reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the City.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Live Local Act

PLANNING BOARD DATE:	~~September 12, 2024~~ October 10, 2024
TENTATIVE CITY COMMISSION DATES:	~~October 15, 2024~~ December 3, 2024 (1st Reading) and ~~November 6, 2024~~ January 7, 2025 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2024-082
SUBJECT:	LDC amendment: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes
NOTE:	The September staff report has been updated with new text in underline and deleted text in strikethrough format
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

SECTION 2, BACKGROUND: The Live Local Act, created through Senate Bill 102 and effective on July 1, 2023, mandates that local governments must permit multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use, provided that at least 40 percent of the residential units in a proposed multifamily rental development are affordable for a minimum of 30 years. There were updates to the Live Local Act with SB 328, that Governor DeSantis signed on May 16, 2024. City staff contracted with Zev Cohen and Associates to provide an analysis of the Live Local Act (ATTACHMENT 2) and the development of an Ordinance and Land Development Code Amendment (ATTACHMENT 1).

The Zev Cohen analysis includes the following sections:

1. Scope of the Analysis;
2. Executive Summary;

3. 2023 Live Local Act Summary, SB 102;
4. 2024 Live Local Act Summary, SB 328 & SB 7074;
5. Impacts to Ormond Beach; and
6. Recommendations.

At the September 12, 2024 Planning Board meeting this item was continued to provide additional information on the opt-out provisions of the tax exemptions of the Live Local Act. Board member Jorczak provided information from an Orlando Sentential article about Osceola County opting out of the tax exemptions based upon the determination of adequate affordable housing.

Included in attachment 3, Zev Cohen and Associates has provided an additional analysis on the opt-out tax exemption provisions of the Live Local Act. The analysis includes the following:

1. Ormond Beach is not currently eligible to opt out of the tax exemption provisions of the Live Local Act.
2. Volusia County is not currently eligible to opt out of the tax exemption provisions of the Live Local Act.
3. In order to opt out, Florida Statute 196.1978(3)(o)(2) requires an ordinance or resolution (separate of the Land Development Code amendment) that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled “0-120 percent AMI.” Based upon this criterion to be eligible for an “opt-out”, Volusia County and its municipalities are not eligible at this time.
4. This assessment was also included in the original Live Local Act Analysis report provided by Zev Cohen & Associates in Section IV, B. Discretionary Provisions, on page seven (7).
5. The Zev Cohen analysis, 2023 Shimberg Center for Housing Studies Annual Report, and a Florida Housing Coalition summary.
6. The 2024 Shimberg Center for Housing Studies Annual Report is set for release in December and Ormond Beach (and Volusia County) can re-evaluate the opt-out tax exemption provision at the time.
7. The Land Development Code amendment and the opt-out tax exemption provision are two separate items and each needs to progress in their own approval method. The Land Development Code amendment is an Ordinance that would be included in the Land Development Code. The opt-out tax exemption provision would be an ordinance or resolution approved by the City Commission if the city is eligible for the opt-out provision.

SECTION 3, ANALYSIS: The Zev Cohen analysis provides an in-depth analysis of the Live Local Act. Critical aspects of the analysis include:

1. The city must authorize Live Local Act developments of multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. City staff approval is required for Live Local Act developments (no public hearings).
3. The highest density allowed in the City, 32 units per acre, is the density permitted for Live Local Act developments.
4. The city may not restrict a development's floor area ratio (FAR) below 150 percent of the highest currently allowed FAR on any developable land (2.25).
5. The city may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher.
6. The Live Local Act states developers can qualify for a 75 percent property tax exemption if they rent 40 percent of units to people whose annual household income "is greater than 80 percent but not more than 120 percent of the median yearly adjusted gross income for households within the metropolitan statistical area.
7. The Live Local Act airport exception, which includes airport noise zones, runway extension areas, and airport overlay districts, impacts preventing the use of Live Local Act provisions around these areas in the City.

One of the recommendations of the Zev Cohen analysis was to create an Ordinance to provide policy guidance on the Live Local Act. Zev Cohen was tasked with creating an Ordinance after completing the analysis. Critical aspects of the Ordinance include:

1. Creation of a purpose and intent.
2. Excludes existing planned developments and any golf course lands.
3. Projects seeking to use the Live Local Act must record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project’s affordability. The LURA shall have a 40-year term.
4. Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, the use specific standards, lot and dimensional standards, and all other regulations about site design, stormwater retention, Base Flood Elevation (BFE), and compensating storage.

SECTION 4, CONCLUSION: Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   There is no development proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act to provide affordable housing. The Zev Cohen analysis recommends "Adding specific provisions of the Live Local Act into the land development code to address the conflict between local and state regulations, as well ensuring developments associated with the Live Local Act are considered conforming uses."

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. The Housing Element includes multiple policies to support the provision of affordable housing.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. The Live Local Act does not exempt future developments from the city's environmental standards.

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**.

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. The Site Plan Review Committee would review any Live Local Act projects.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing.

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.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. Traffic impacts and access will be reviewed when a project is submitted.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. This criterion is not applicable.

8. **The proposed development provides for the safety of occupants and visitors.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. This criterion is not applicable.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act for the provision of affordable housing. This criterion is not applicable.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

Attachments:

Attachment 1: Proposed Live Local Act Land Development Code Amendment
Attachment 2: Live Local Act Analysis, prepared by Zev Cohen & Associates
Attachment 3: Analysis of the opt out tax exemption provisions of the Live Local Act

ATTACHMENT 1

Live Local Act, Land Development Code Amendment

ORDINANCE NO. 2024-XX

AN ORDINANCE AMENDING SECTION 2-39, RESERVED, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7) and Section 166.04151(7), Florida Statutes (2023), known as the Live Local Act, taking effect on July 1, 2023, and

WHEREAS, on May 16, 2024, Governor Ron DeSantis signed SB 328, amending the Live Local Act, taking effect on May 16, 2024, and

WHEREAS, the Live Local Act affects those properties zoned commercial, industrial, and mixed-use, however, the City does not have a mixed-use zoning district without a planned development, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on _____, 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 2-39, Reserved, of Article II, District Regulations, of Chapter 2, District and General Regulations, is hereby amended to the following:

Sec. 2-39. Affordable Housing.

(a) Purpose and Intent. The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) Implementation. With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of City density, floor area ratio, and height limitations, apply only to properties zoned for commercial or industrial. No other properties are eligible. Among those properties excluded from eligibility are properties subject to any Planned Developments (PD) including Planned Residential Development (PRD), Planned Business Development (PBD), Planned Industrial Development (PID), Planned Mixed-Use Development (PMUD), unless the planned development agreement for the property specifically provides for such applicability; and properties zoned for or use primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and

Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the City's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the City as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the City and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project's eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the City which will include a reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the City.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this ___ day of _____ 2024.

PASSED UPON at the second and final reading of the City Commission, this ____day of _____ 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ATTACHMENT 2

Live Local Act Analysis prepared by Zev Cohen and Associates

ZEVCOHEN & ASSOCIATES INC
Civil Engineering · Landscape Architecture · Planning · Environmental Services
300 Interchange Blvd, Suite C, Ormond Beach, FL 32174
Phone: (386) 677-2482



LIVE LOCAL ACT ANALYSIS

ZC# 23332

Prepared for:

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

Prepared by:

Larry Wheatcraft, Planner II
Emilio A. O'Brien, Planner II
Mark Karet, AICP, Planning Director

City of Ormond Beach

Volusia County, FL

MAY 2024

TABLE OF CONTENTS

I. SCOPE OF ANALYSIS (pg. 3)

II. EXECUTIVE SUMMARY (pg. 4)

III. 2023 LIVE LOCAL ACT SUMMARY; SB 102 (pg. 6)

IV. 2024 LIVE LOCAL ACT SUMMARY; SB 328 & SB 7074 (pg. 7)

V. IMPACTS TO ORMOND BEACH (pg. 10)

VI. RECOMMENDATIONS (pg. 16)

APPENDIX (pg.18)

- Developed Commercial, Industrial, Mixed-Use Map
- Vacant Commercial, Industrial, Mixed-Use Map
- Airport Overlay District Map
- City of Daytona Beach Ordinance Example
- Orange County Resolution Example
- City of Winter Park Ordinance Example
- City of Tampa Application Example

I. SCOPE OF ANALYSIS

The accuracy of this analysis is subject to available information known, discovered, or presented at the time of research.

A. ***OUR RESPONSIBILITY:***

1. Review the key provisions and regulations of the Live Local Act.
2. Develop a summary of the Live Local Act highlighting critical provisions of the law that preempt or modify local land use decision-making.
3. Review land use & zoning maps provided by city staff identifying vacant and developed commercial, industrial, and mixed-use properties.
4. Review acreage provided by the city staff of available vacant and developed land designated for commercial, industrial, and mixed-use purposes.
5. Evaluate the distribution of commercial, industrial, and mixed uses properties.
6. Identify the potential density impacts of development and redevelopment under the Live Local Act.
7. Identify potential impacts on the surrounding area for those properties potentially impacted by Live Local Act developments.
8. Consider if other development standards (not exempted in The Live Local Act) should be amended/modified to mitigate any substantial impacts identified in Task 7.
9. Prepare a brief report summarizing the findings of the review.

II. EXECUTIVE SUMMARY

The Live Local Act, initially passed during the 2023 legislative session, restricts the City of Ormond Beach's authority to control the location of residential housing within the City. Prior to the adoption of the Live Local Act, the City had complete discretion to direct new housing to areas planned for residential growth with compatible land uses and in accordance with long-held planning principles. The following is a list of the most impactful provisions of the law to the City of Ormond Beach:

1. A city must authorize Live Local Act developments of multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. Administrative (i.e. City staff) approval for Live Local Act development projects is required. These requests do not go before the City Commission or the City's Planning Board for consideration.
3. The highest density allowed in the City, 32-units per acre, is the density permitted for Live Local Act developments.
    a. The gross number of dwelling units possible across the City using the Live Local Act is 83,488 dwelling units for 2,609 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 4,160 dwellings units are possible on 130 acres.
    b. At an average of 2.25 people per household, this could increase the City's population by 187,848 residents (100%) or 9,360 residents (5%).
4. A city may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land. Ormond Beach's highest currently allowed FAR is 1.5, and at 150%, the allowable FAR for Live Local Act developments is 2.25.
5. A city may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher. The maximum height allowed in Ormond Beach is 75 feet.
6. A city may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:
    a. 150% of the tallest building on any adjacent property; or,
    b. the highest currently allowed height of the property; or,
    c. three stories.
7. The Live Local Act states developers can qualify for a 75% property tax exemption if they rent 40% of units to people whose annual household

income "is greater than 80% but not more than 120% of the median annual adjusted gross income for households within the metropolitan statistical area."

a. To qualify for a 100% tax exemption, the units would need to be rented to people whose median income doesn't exceed the 80% median annual adjusted gross income.
b. The median income for the Deltona-Daytona Beach-Ormond Beach metropolitan area is $82,800, according to the Florida Housing Finance Corporation as of April 1, 2024.
c. The 80% to 120% income range for a one-person household is $46,400 to $69,600. Based on rent limits as outlined by the U.S. Department of Housing and Urban Development, a one-bedroom apartment could be rented for between $1,243 and $1,864 to qualify as an eligible affordable housing unit for a Live Local development.
d. According to Rent.com as of May 5, 2024, the average rent in Ormond Beach for a one-bedroom apartment is $1,200.
e. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.

HUD release: 4/2/2024
Effective: 4/1/2024
Implement on/before: 5/16/2024

2024 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Volusia County	**20%**	**11,600**	**13,260**	**14,920**	**16,560**	**17,900**	**19,220**	**20,540**	**21,860**	**23,184**	**24,509**	**290**	**310**	**373**	**430**	**480**	**530**
(Deltona-Daytona Beach-	25%	14,500	16,575	18,650	20,700	22,375	24,025	25,675	27,325	28,980	30,636	362	388	466	538	600	662
Ormond Beach HMFA)	**28%**	**16,240**	**18,564**	**20,888**	**23,184**	**25,060**	**26,908**	**28,756**	**30,604**	**32,458**	**34,312**	**406**	**435**	**522**	**603**	**672**	**742**
	30%	17,400	19,890	22,380	24,840	26,850	28,830	30,810	32,790	34,776	36,763	435	466	559	646	720	795
	33%	**19,140**	**21,879**	**24,618**	**27,324**	**29,535**	**31,713**	**33,891**	**36,069**	**38,254**	**40,440**	**478**	**512**	**615**	**710**	**792**	**874**
	35%	20,300	23,205	26,110	28,980	31,325	33,635	35,945	38,255	40,572	42,890	507	543	652	753	840	927
	40%	**23,200**	**26,520**	**29,840**	**33,120**	**35,800**	**38,440**	**41,080**	**43,720**	**46,368**	**49,018**	**580**	**621**	**746**	**861**	**961**	**1,060**
	45%	26,100	29,835	33,570	37,260	40,275	43,245	46,215	49,185	52,164	55,145	652	699	839	969	1,081	1,192
	50%	**29,000**	**33,150**	**37,300**	**41,400**	**44,750**	**48,050**	**51,350**	**54,650**	**57,960**	**61,272**	**725**	**776**	**932**	**1,076**	**1,201**	**1,325**
	60%	34,800	39,780	44,760	49,680	53,700	57,660	61,620	65,580	69,552	73,526	870	932	1,119	1,292	1,441	1,590
	70%	**40,600**	**46,410**	**52,220**	**57,960**	**62,650**	**67,270**	**71,890**	**76,510**	**81,144**	**85,781**	**1,015**	**1,087**	**1,305**	**1,507**	**1,681**	**1,855**
Median: 82,800	80%	46,400	53,040	59,680	66,240	71,600	76,880	82,160	87,440	92,736	98,035	1,160	1,243	1,492	1,723	1,922	2,120
	120%	**69,600**	**79,560**	**89,520**	**99,360**	**107,400**	**115,320**	**123,240**	**131,160**	**139,104**	**147,053**	**1,740**	**1,864**	**2,238**	**2,584**	**2,883**	**3,180**
	140%	81,200	92,820	104,440	115,920	125,300	134,540	143,780	153,020	162,288	171,562	2,030	2,175	2,611	3,015	3,363	3,710

8. The airport exception, which includes airport noise zones, runway extension areas, and airport overlay districts, has an impact on preventing the use of Live Local Act provisions around these areas in the City (see appendix for maps depicting these areas.
9. The parking exceptions created by the 2024 addition to the Live Local Act do not apply to Ormond Beach. The City has its own parking reductions built into their code in designated areas the City deemed appropriate.

III. 2023 LIVE LOCAL ACT SUMMARY; SB 102

A. ***DISCRETIONARY PROVISIONS (SECTION 166.04151(6), F.S.):***

The Live Local Act allows local governments to approve the development of housing on any parcel zoned for commercial and industrial use. To qualify the development must have at least 10 percent of the units must be affordable to households with incomes up to 120% of the area median income. Affordable means monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of the household median adjusted gross annual income.

B. ***MANDATORY PROVISIONS:***

The Live Local Act (LLA) preempts local governments from regulating the use, density, or height of a proposed affordable housing multifamily or mixed-use residential project on a property that is zoned for commercial, industrial, or mixed use. To qualify the development must have at least 40% of its units reserved as affordable for households with incomes up to 120% of the area median income for at least 30 years. If the proposed development is mixed use, 65% of its gross floor area must be residential.

More specifically the provisions of Section 166.0415(7) require the following:

1. A city must authorize multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. A city may not require zoning or land use changes, special exceptions or conditional use approvals, variances, or comprehensive plan amendments for height, zoning, or density.
3. A city may not limit the density of a development below the highest density allowed in the jurisdiction where residential density is allowed.
4. A city may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher.
5. A city must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and is "otherwise consistent with the comprehensive plan," except for density, height, and land use.
6. The Live Local Act requires local governments to consider reduced parking for developments meeting the 40% Requirement, if the proposed development is within a ½ mile of a major transit stop that is accessible from the proposed development.

IV. 2024 LIVE LOCAL ACT SUMMARY; SB 328 & SB 7074 (Pending Governor Signature)

A. *DISCRETIONARY PROVISIONS (SECTION 166.04151(7)&(8)F.S.):*

1. A City must "consider" reducing parking for developments within ¼ mile of a transit stop, as defined in the City's land development code, and the transit stop is accessible from the development.
2. A City may still grant a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio above what is required by the Live Local Act.

B. *DISCRETIONARY PROVISIONS (SECTION 196.1978(3)(o)F.S.):*

1. Beginning with the 2025 tax roll, a tax authority may elect upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property located in a county specified pursuant to the latest Shimberg Center for Housing Studies Annual Report for a county that is part of the jurisdiction of the taxing authority, that the number of affordable and available units in the county is greater than the number of renter households in the county for natural persons or families who meet the specified income limitations. This ordinance or resolution is only good for one year and must be readdressed by ordinance or resolution annually.
2. Volusia County and the municipalities located within are not currently eligible to use this exemption according to the latest Shimberg Center for Housing Studies Annual Report.

C. *MANDATORY PROVISIONS:*

1. A city may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land.
2. A city may not limit the density of a development below the highest currently allowed density allowed in the jurisdiction where residential density is allowed.
   a. The term "highest current allowed" for FAR, Density, and height does not include any developments having received any bonus, variance, or special exception as an incentive for development.
3. A city may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:

a. 150% of the tallest building on any adjacent property; or,
b. the highest currently allowed height of the property; or,
c. three stories.

4. A city must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and is "otherwise consistent with the comprehensive plan," except for density, FAR, height, and land use.
5. A city must reduce parking requirements by at least 20% if the development:
   a. Is located within ½ mile of a major transportation hub (i.e. transit station served by public transit with a mix of other transportation options) accessible from the development.
   b. Has available parking (on-street parking and parking lots/garages available for use by residents) within 600 ft of the development.
      i. However, a city may not require available parking to compensate for the reduced parking requirement.
6. A City is required to eliminate parking requirements for a mixed-use residential development if the development is located in an area identified as a transit-oriented development/area by the city.
   a. A development located in a transit-oriented development/area must be developed as a mixed-use development.
7. These special, Live Local Act development regulations do not apply to airport-impacted areas as provided in F.S. 333.03 and recreation and commercial working waterfronts in F.S. 342.201(2)(b) in any area industrial zoned. More specifically, these do not apply to:
   a. A development near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.
   b. A development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.
   c. A development exceeding maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.
   d. Recreational and commercial working waterfront parcels industrially zoned. "Recreational and commercial working waterfront" means a parcel or parcels of real property that provide access for water-dependent commercial activities or provide access for the public to the navigable waters of the state.
8. Any development authorized under the Live Local Act must be treated as a conforming use into the future even after the Act expires in 2033. If at any

point the development violates the affordability period of 30 years, the development must be allowed a reasonable time to rectify, and if not resolved the development must be treated as a nonconforming use.

V. IMPACTS TO ORMOND BEACH

A. ***DEVELOPED LANDS***

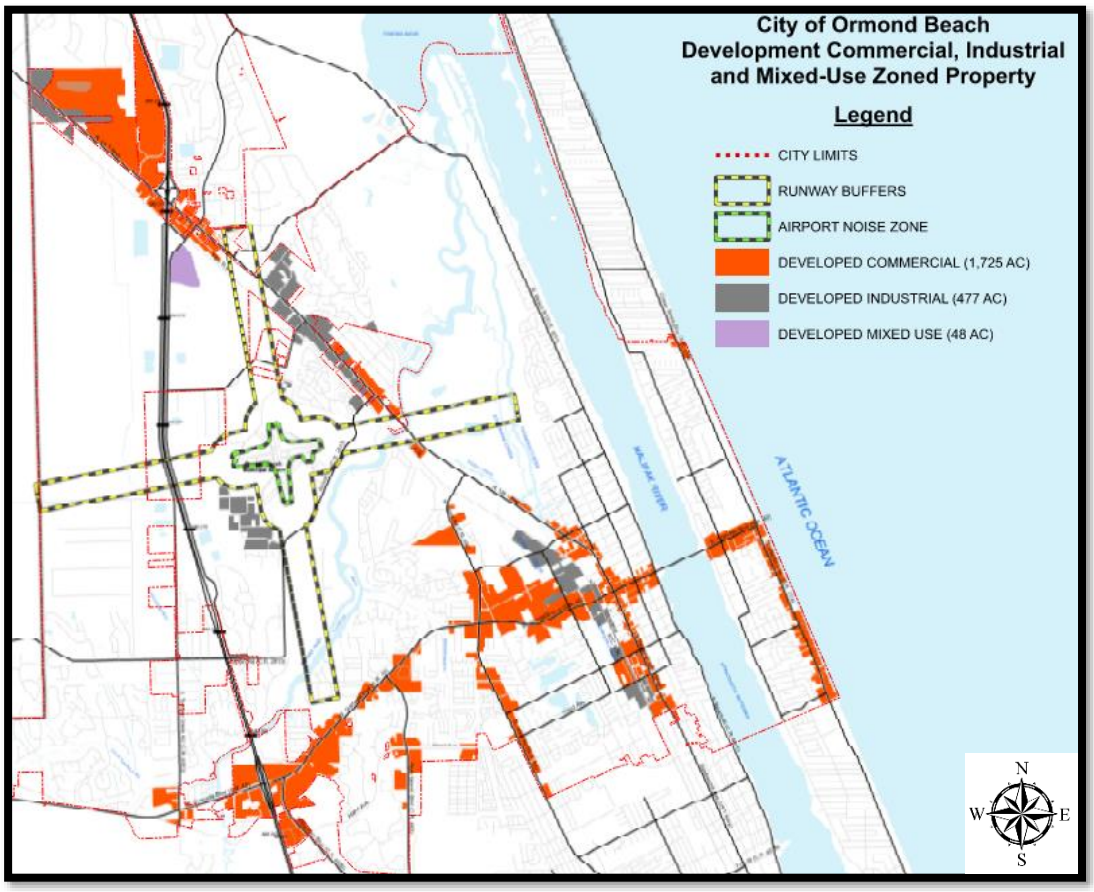
1. COMMERCIAL: 1,725 Acres
   a. If built out to the maximum density of 32-units per gross acre, 55,200 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 124,200 residents.
   b. If only 5% of the possible acreage was used (86 acres) for Live Local Act development, 2,752 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 6,192 residents.

2. INDUSTRIAL: 477 Acres
   a. If built out to the maximum density of 32-units per gross acre, 15,264 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 34,344 residents.
   b. If only 5% of the possible acreage was used (23 acres) for Live Local Act development, 736 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 1,656 residents.

3. MIXED-USE (Planned Development Zoning only): 48 Acres
   a. Mixed-use zoning is permitted via planned development zoning only and may not qualify for Live Local Act developments depending on interpretation. Please see the recommendation section for further information.

4. TOTAL DWELLING UNIT AND POPULATION INCREASES:
   a. The gross number of dwelling units possible for developed lands is 70,464 dwelling units. If 5% of this land were developed (109 acres) using the Live Local Act, 3,488 dwellings units are possible.
   b. At an average of 2.25 people per household, this could increase the City's population by 158,544 residents (100%) or 7,848 residents (5%).

- Notes:
  - These numbers do not include City owned parcels.
  - 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
  - Calculations rounded down to the nearest whole number.



B. ***VACANT LANDS***

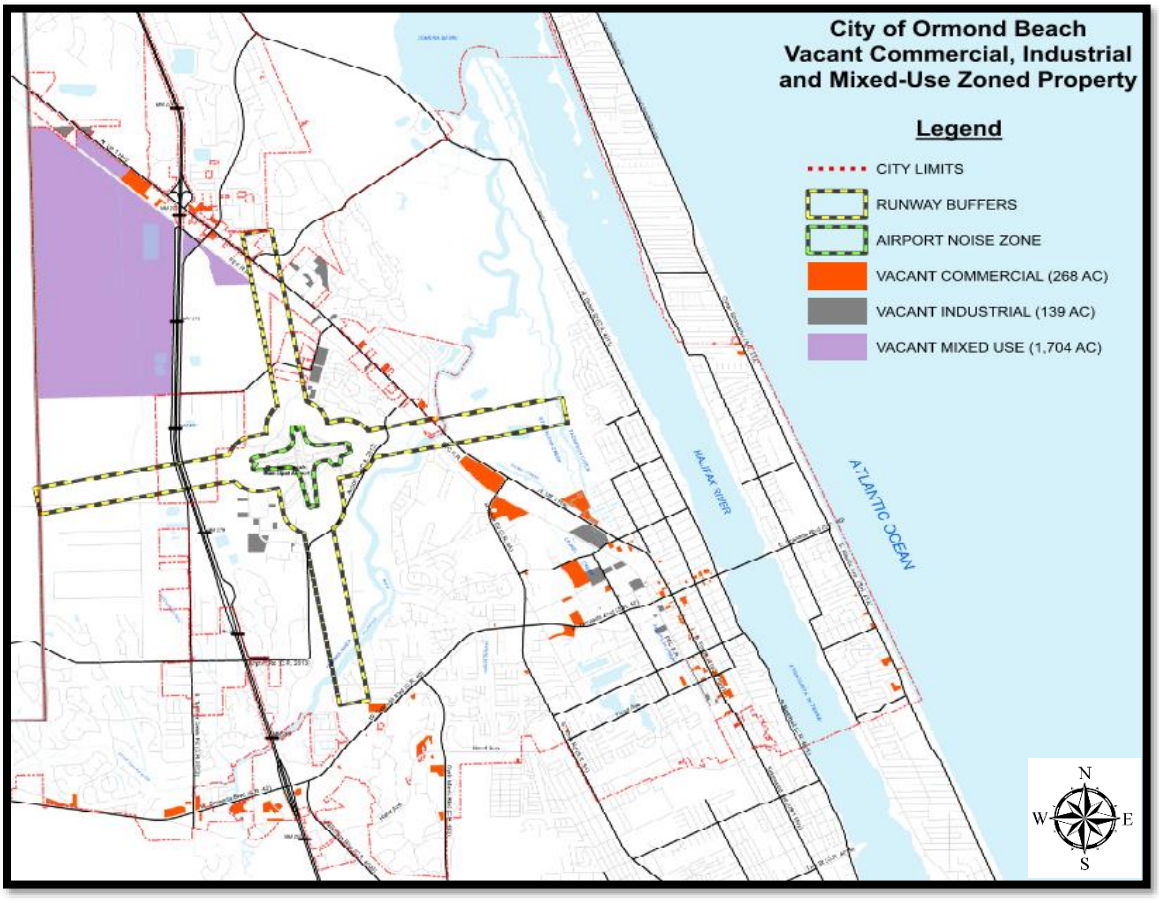
1. COMMERCIAL: 268 Acres.
   a. If built out to the maximum density of 32-units per gross acre, 8,576 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 19,296 residents.
   b. If only 5% of the possible acreage was used (13 acres) for Live Local Act development, 416 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 936 residents.

2. INDUSTRIAL: 139 Acres
   a. If built out to the maximum density of 32-units per gross acre, 4,448 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 10,008 residents.
   b. If only 5% of the possible acreage was used (6 acres) for Live Local Act development, 192 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 432 residents.

3. MIXED-USE (Planned Development Zoning only): 1,704 Acres
   a. Mixed-use zoning is permitted via planned development zoning only and may not qualify for Live Local Act developments depending on interpretation. Please see the recommendation section for further information.

4. TOTAL DWELLING UNIT AND POPULATION INCREASES:
   a. The gross number of dwelling units possible for vacant lands (407 acres) is 13,024 dwelling units. If 5% of this land were developed (20 acres) using the Live Local Act, 640 dwellings units are possible.
   b. At an average of 2.25 people per household, this could increase the City's population by 29,304 residents (100%) or 1,440 residents (5%).

- Notes:
  - These numbers do not include City owned parcels.
  - 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
  - Calculations rounded down to the nearest whole number.



C. COMBINED DEVELOPED AND VACANT LAND IMPACTS

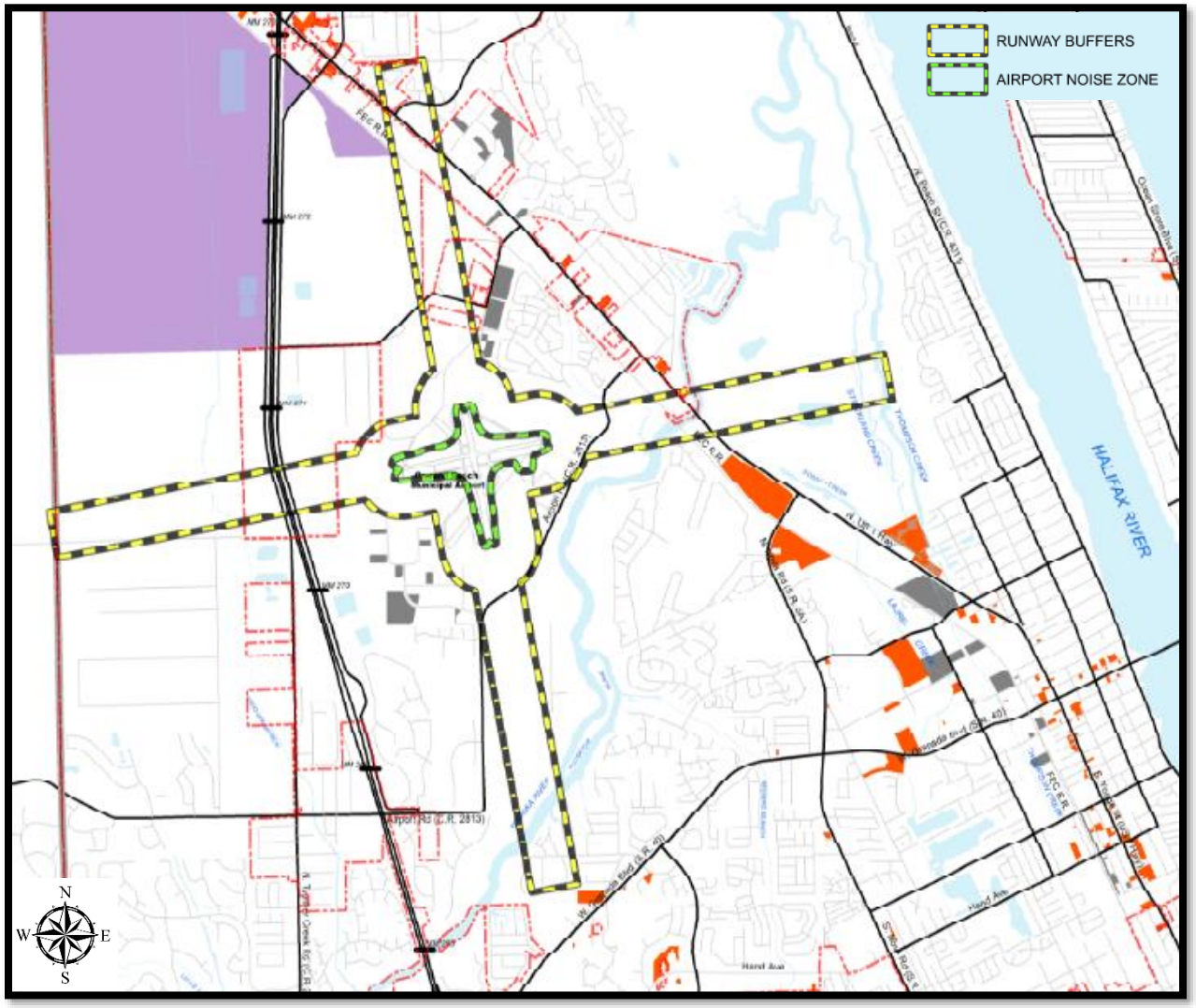
1. The gross number of dwelling units possible across the City using the Live Local Act is 83,488 dwelling units for 2,609 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 4,160 dwellings units are possible on 130 acres.
2. At an average of 2.25 people per household, this could increase the City's population by 187,848 residents (100%) or 9,360 residents (5%).

D. PARKING

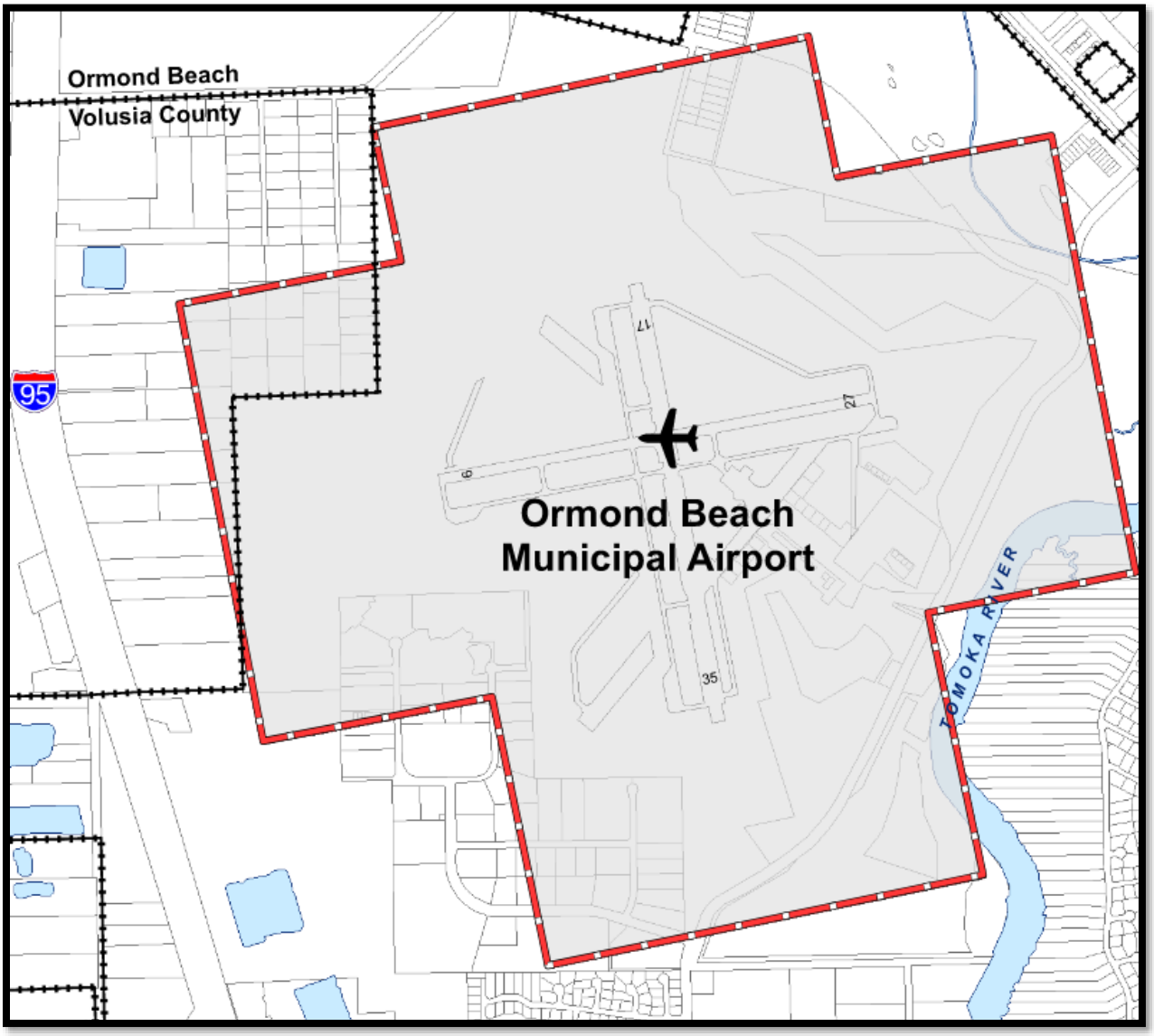
1. 600 FEET AVAILABLE PARKING: The City must reduce parking by 20% (on-street parking and parking lots/garages available for use by residents) within 600 feet of the development.
    a. After coordination with City staff, no public parking is available for use by residents for residential purposes. As such, the City will not currently be required to abide by this Live Local Act provision.
    b. The City's Land Development Code currently has section 3-27(a)(7) stating: "To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by twenty percent (20%) for all development and redevelopment along a recognized Multi-Modal Corridor. City staff identifies Votran routes as Multi-Modal Corridor.
    c. The City's Land Development Code currently has section 3-27(a)(8) stating: Downtown Overlay District parking reductions:
        i. Downtown District. Due to transit availability, and the existence of on-street parking and public parking lots in the Downtown District, the first two thousand (2,000) square feet of floor area for any building within the River District shall be exempt from the minimum parking requirements as calculated in section 3-26.
        ii. Uptown and Beachside Districts: Due to transit availability, the minimum parking requirements as calculated in section 3-26 may be reduced by twenty-five percent (25%).

E. ***AIRPORT EXCEPTIONS***

1. 10,000 FEET RUNWAY: Parcels near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan (depicted below and in the Appendix).



2. AIRPORT OVERLAY DISTRICT: Developments located within the City's Airport Overlay District are not subject to Live Local Act regulations (depicted below and in the Appendix).



VI. RECOMMENDATIONS

A. ***ORDINANCE CREATION***

1. Add specific provisions of the Live Local Act into the land development code to address the conflict between local and state regulations, as well ensuring developments associated with the Live Local Act are considered conforming uses. The following are a few examples of other local governments actions to address the Live Local Act within their own jurisdictions:
   a. The City of Daytona Beach addressed the Live Local Act by incorporating the law directly into their Land Development Code and stating planned developments, planned development-redevelopments, and golf courses are exempt from provisions of the Live Local Act. The City addressed the Live Local Act affordability requirement by requiring a 40-year term Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA). Daytona Beach will also require a Live Local Act project to post the property using a poster provided by the City including a reference to the Live Local Act and affordable housing.
   b. Orange County passed a resolution to adopt standard operating procedures (SOP) for addressing the Live Local Act to include listing planned developments as not eligible for Live Local Act developments. This SOP also requires a LURA documenting the project's affordability.
   c. The City of Winter Park addressed the Live Local Act by incorporating the law directly into their Land Development Code by clearly defining the law and how it applies to the City of Winter Park. The City imposed their own fines of $5,000 per day against a developer who fails to meet affordability requirements as agreed upon via a required affidavit. The City also imposed architectural requirements associated by the Orange Avenue Overlay District requiring approval from the Orange Avenue Overlay Appearance Review Advisory Board.
   d. The City of Tampa created a Live Local Act development application with an associate application fee of $2,642.00 plus $111 per acre or portion thereof.
2. Examples of these ordinances, a resolution, and an application are included in the Appendix.

B. ***PUBLISHING***

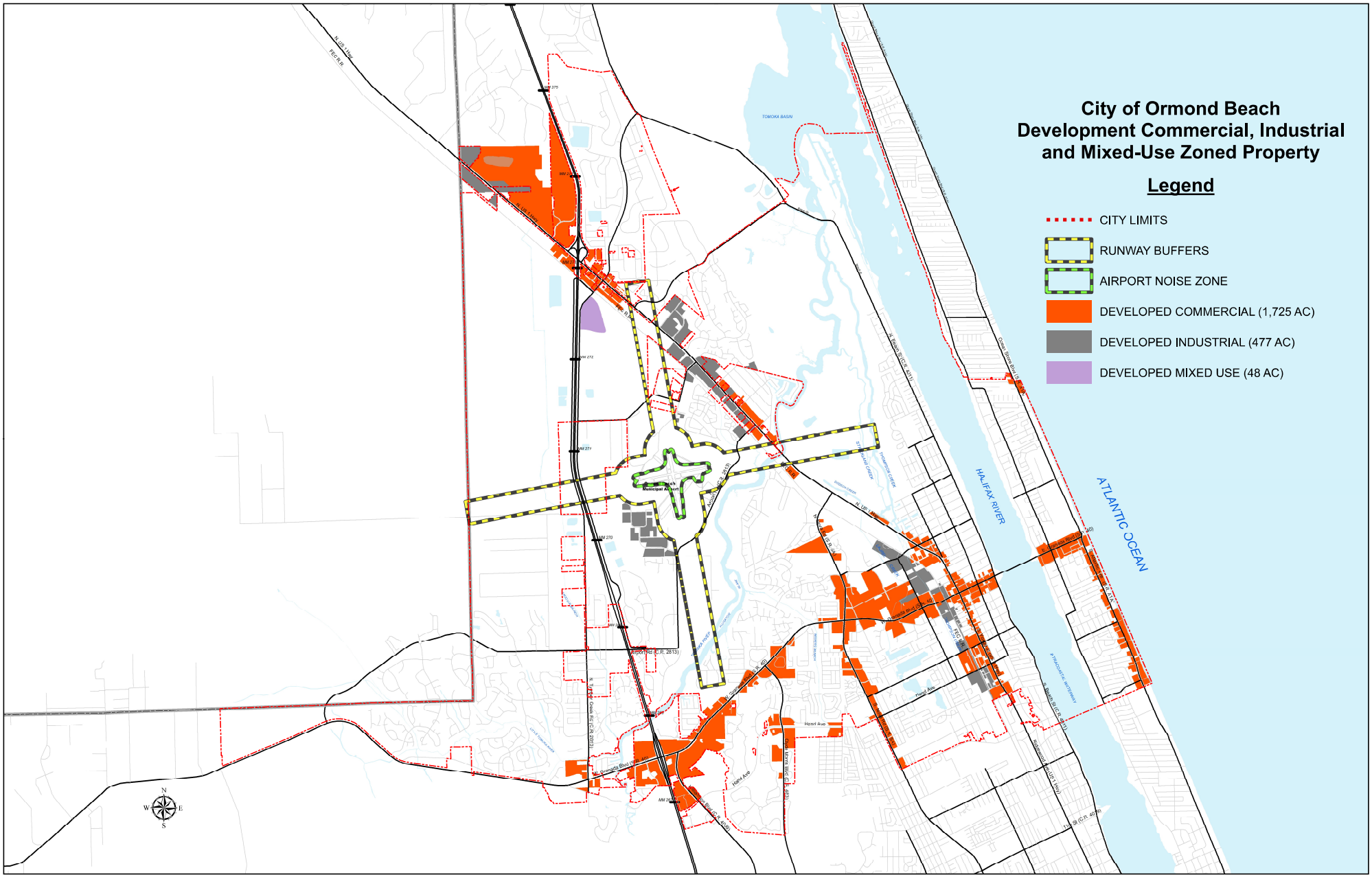
1. The Live Local Act requires the city to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.

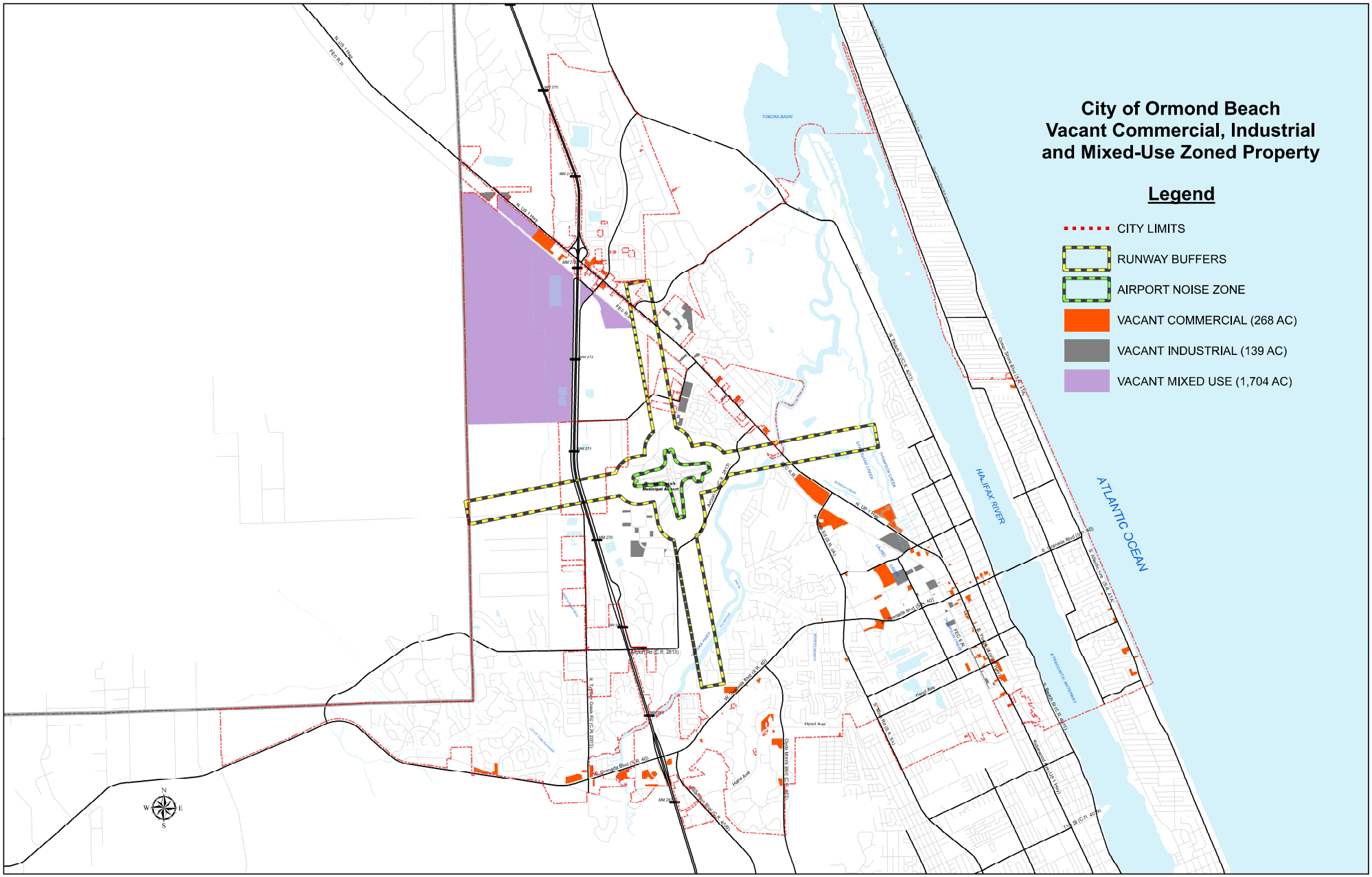
2. The Live Local Act requires local governments to maintain a publicly written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

C. ***INCENTIVISE MULTI-FAMILY ZONED AREAS***

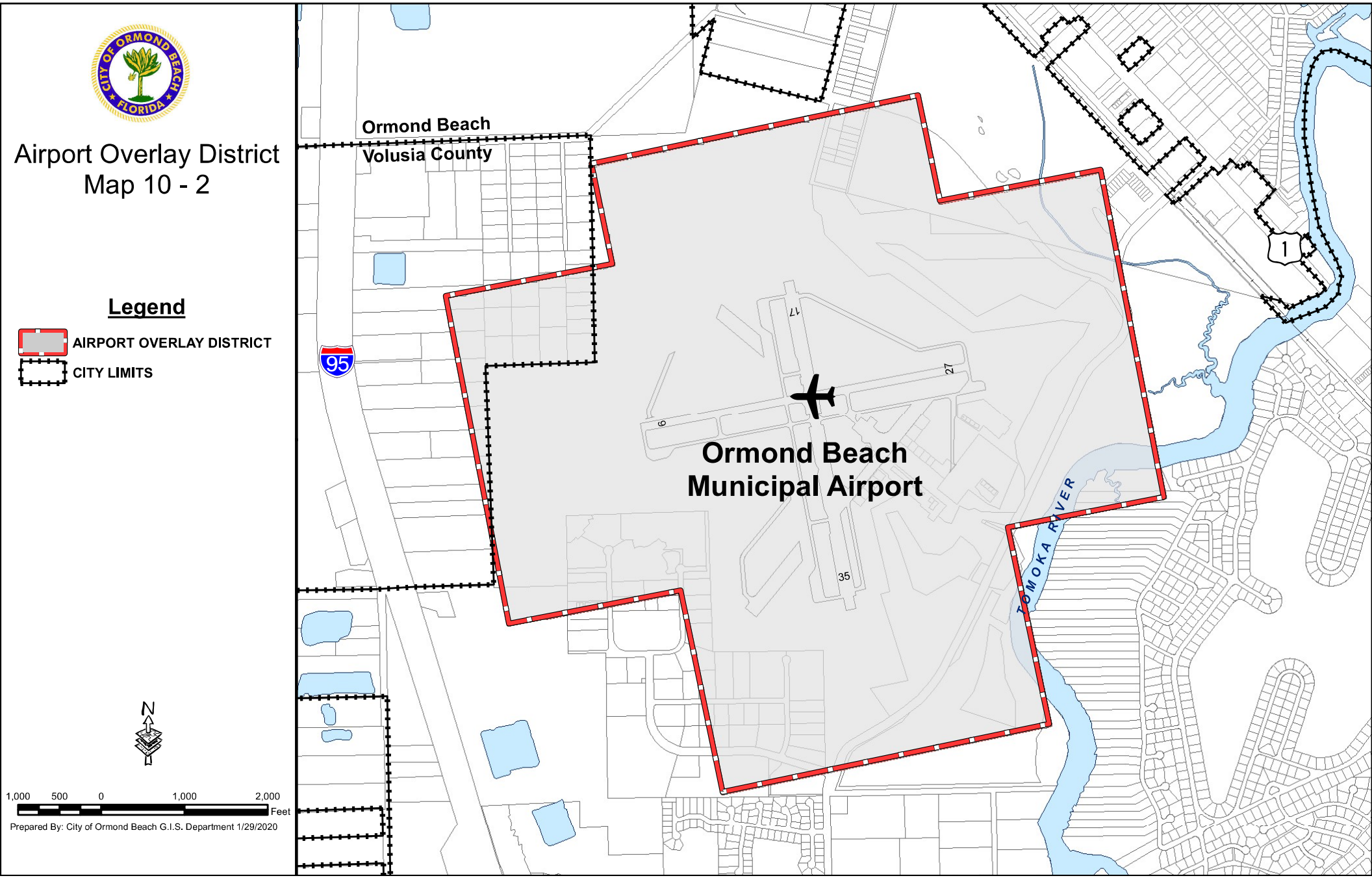
1. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.
2. Consider creating additional incentives to encourage affordable housing developments in multi-family areas in accordance with the City's Future Land Use and Zoning Maps. Density bonuses and/or reduced site development standards for affordable housing could encourage these developments to build in traditionally compatible areas and preserve the expected and needed property tax revenue for both Volusia County and the City of Ormond Beach.

APPENDIX


City of Ormond Beach
Development Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
DEVELOPED COMMERCIAL (1,725 AC)
DEVELOPED INDUSTRIAL (477 AC)
DEVELOPED MIXED USE (48 AC)
HALIFAX RIVER
ATLANTIC OCEAN
TOMOKA BASIN
N
S
E
W


City of Ormond Beach
Vacant Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
VACANT COMMERCIAL (268 AC)
VACANT INDUSTRIAL (139 AC)
VACANT MIXED USE (1,704 AC)
HALIFAX RIVER
ATLANTIC OCEAN

Airport Overlay District
Map 10 - 2



Legend

AIRPORT OVERLAY DISTRICT

CITY LIMITS

N

1,000 500 0 1,000 2,000 Feet

Prepared By: City of Ormond Beach G.I.S. Department 1/29/2020

Agenda Item 7 (Legislative Hearing)

Land Development Code Text Amendments
DEV2023-577
LDC Text Amendment
Live Local Act

STAFF REPORT

DATE: January 5, 2024 **UPDATED**

TO: Planning Board Members

FROM: Doug Gutierrez AICP, Planning Manager

AMENDMENT REQUEST

A request by the Growth Management and Planning Department, to amend Article 6, Section 6.22.G – Affordable Housing, of the Land Development Code, to add the Implementation of Live Local Act, SB 102 (2023), eligibility criteria, procedures, and standards.

BACKGROUND

This item, which is a follow-up to a recent City Commission discussion, is intended to provide clarity and "fill in the gaps" to address issues not expressly addressed by the Live Local Act.

PROPOSED LDC TEXT AMENDMENT

Staff has received a request to implement certain zoning related provisions of the Live Local Act.

Sec. 6.22. Affordable housing.

*** [omitted text not affected by this ordinance]

G. *Implementation of Live Local Act, SB 102 (2023).* The following provisions are in implementation of the Act:

1. For purposes of implementing certain zoning-related provisions of Fla. Stat. s. 166.04151(7), with respect to multifamily and mixed-use residential affordable housing as further described therein, the following eligibility criteria, procedures, and standards shall apply:

    a. The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density and height limitations, apply only to properties zoned for commercial, industrial, or mixed use. No other properties are eligible. Among those properties excluded from eligibility are properties subject to a PD (planned development) or PD-RD (planned development-redevelopment), unless the PD or PD-RD agreement for the property specifically provides for such applicability; and properties zoned for or use primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as stand-alone facilities.

b. An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (the "LURA") documenting the project's affordability (and where applicable in the City's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the City as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the City and shall be a prerequisite to issuance of building permits.

c. Except for height and density, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE) and compensating storage. Any project that would conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

d. For a proposed project that is eligible for the development rights under the Live Local Act or any successor legislation, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the City that will include reference to the Live Local Act and affordable housing.

TEXT AMENDMENT REVIEW STANDARDS

The purpose of Section 3.4.B.1 is to provide a uniform means for amending the text of the Land Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so.

The advisability of amending the text of this Code is a matter committed to the legislative discretion of the City Commission and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the City Commission shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

Is consistent with the comprehensive plan;

a. **Is consistent with the comprehensive plan;**
   The proposed text amendments are consistent with the comprehensive plan.
b. **Is not in conflict with any provision of this Code or the Code of Ordinances;**
   Staff has reviewed the proposed text amendment and determined that if approved, the amendment will not conflict with any provisions of this Code or the Code of Ordinances.
c. **Is required by changed conditions;**
   Staff has reviewed the proposed text amendment and determined the amendment addresses the Live Local Act.
d. **Addresses a demonstrated community need;**

Staff has reviewed the proposed text amendment and determined the amendment addresses community need.

e. **Is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the city;**
N/A

f. **Would result in a logical and orderly development pattern; and**
N/A.

g. **Would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.**
Staff does not anticipate any environmental impacts with the proposed text amendment.

RECOMMENDATION

Based on staff analysis and review of the above standards, approval of the requested text amendments concerning the Live Local Act Article 6.22 is recommended. A majority vote of the Planning Board members present and voting is required to recommend approval to the City Commission.

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: August 8, 2023

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

ADOPTION OF STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS OF THE LIVE LOCAL ACT.

Resolution No. 2023-M-32

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7), Florida Statutes (2023), known as the Live Local Act (the "Act"), which took effect on July 1, 2023;

WHEREAS, the Act requires local governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent (40%) of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, a proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act and, if the project satisfies the County's land development regulations for multifamily development and is otherwise consistent with the Comprehensive Plan, the project must be administratively approved without further action by the Board of County Commissioners (the "Board"); and

WHEREAS, the Board wishes to adopt standard operating procedures to guide staff on how to process any projects under the Act.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

Section 2. Live Local Act Standard Operating Procedures. The Board hereby adopts the Live Local Act Standard Operating Procedures (the "SOPs") as set forth on Appendix "A," attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The Board hereby directs that any project applications submitted pursuant to the Act shall be handled in substantial compliance with the SOPs attached hereto.

Section 3. Termination. By its terms, the Act expires on October 1, 2033. This Resolution, and the SOPs, shall likewise expire on October 1, 2033. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

Section 4. Effective Date. This Resolution shall take effect on August 9, 2023.

ADOPTED this 8th day of August 2023.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

APPENDIX "A"
FORM OF LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

Description

On March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, which created Section 125.01055(7), Florida Statutes, otherwise known as the Live Local Act (the "Act"). The Act took effect on July 1, 2023. The Act requires local Governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in § 420.0004, Florida Statutes. A proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act, and, assuming such projects meet the criteria in the Act, they must be administratively approved. This document outlines the process such projects need to follow to obtain administrative approval pursuant to the Act.

Eligibility Criteria

- Uses
    - Multi-family and mixed-use residential
        - For mixed use projects, at least 65 percent of the total square footage must be used for residential purposes.
- Affordability
    - At least 40 percent of the residential units must be affordable, as defined in § 420.0004, F.S.
    - The affordable units must remain affordable for a period of 30 years.
    - A Declaration of Covenants and Restrictions / Land Use Restriction Agreement (the "LURA") documenting the project's affordability, in a form acceptable to the County, must be executed and recorded prior to submitting for vertical permits
- Development Standards
    - Please refer to the Zoning Guidelines section of this document for the applicable multi-family development regulations / Performance Standards.
    - Except for height and density, the project must comply with all other applicable development standards. With the exception of allowable densities, height, and land use, the project must comply with all other applicable Comprehensive Plan provisions. Any project requiring a variance, or otherwise not able to comply with the applicable development standards and Comprehensive Plan provisions, will not qualify under this process and must comply with the applicable conventional development approval processes.
    - Projects zoned PD (Planned Development District) will not qualify under this process and must comply with the applicable planned development approval processes.

Process and Submittal Requirements

1. TRG Pre-application Meeting.
    - A TRG pre-application meeting is required prior to submitting a Live Local Development Plan.
2. Submit Live Local Plan Set to DRC Office
    - DRC application must be emailed to DRC_help@ocfl.net . The submittal process will be completed via Orange County FastTrack
    - TRG/DRC applications and submittal procedures are located on the DRC Webpage
    - Required plan elements can be found in the Development Plan (DP) Sufficiency Checklist
3. Application is reviewed for sufficiency by DRC office.
    - Once marked sufficient, the applicable Commissioner shall be notified and the plan is added to current Technical Review Group (TRG) review cycle.
    - An automated email will be sent to applicant indicating plan is sufficient for review and directing coordination with the Housing and Community Development Division to begin the LURA process.
4. TRG Review
    - The standard TRG Review cycle is 10 business days. After which an automated email including the staff review comments will be sent to the applicant.
    - The applicant may opt to attend the next available TRG meeting to discuss the comments or revise the plan according to the comments and resubmit via FastTrack.
    - Once all TRG staff sign off on a plan with no revisions needed, the applicant will be required to post notice on the property with a poster provided by the County which shall include reference to the Live Local Act and shall otherwise substantially comply with the County's standard property posting procedures.
    - Following confirmation from the applicant that the property was posted, the case will be placed on the consent agenda for the next available DRC meeting.
5. DRC Consent
    - Case is added to next available DRC meeting as Live Local Act consent item. An accompanying staff report will include findings to support the staff's recommendation. If staff finds that the application meets the requirements in the Act to receive administrative approval, staff will recommend approval. If staff determines that the project does not comply with the applicable development standards and/or Comprehensive Plan provisions, staff will recommend denial of the administrative approval and, if the applicant wants to continue, the applicant must then follow the conventional development process.
    - The DRC will approve or deny the Live Local Development Plan via the Live Local Act Consent Agenda.
6. Approval moves plan to "pending agreement" stage in LDMS.
    - Once agreement is approved, executed, and recorded, the Housing and Community Development Division will mark the case as "Approved".
    - Once cast status is "Approved", an automated approval email will be sent to the applicant citing the conditions of approval listed in the DRC staff report and directing a copy to be submitted along with the subsequent building permits.

7. Permit submittal and review
    - When submitting for building permits, the applicant will select "permit a result of Live Local Act DRC process" in FastTrack.

Zoning Guidelines

Eligible Zoning Districts
Commercial: **C-1, C-2, C-3** *Industrial:* **I-1A, I-1/I-5, I-2/I-3, I-4** *Mixed Use:* **NC, NAC**

Applicable Multi-Family Development Regulations/Performance Standards				
Zoning district of subject property	**C-1, C-2, C-3 I-1A, I-1/I-5, I-2/I-3, I-4**		**NC**	**NAC**
Applicability	If subject property is located within 100 ft* of a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex . A maximum of four (4) units shall be contained in any combination of attached dwellings.	If subject property is located greater than 100 ft* from a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex.	MFR projects that meet LLA criteria in the NC zone district.	MFR projects that meet LLA criteria in the NAC zone district.

	R-2 MFR Standards	R-3 MFR Standards	NC MFR Standards	NAC MFR Standards
	(for 4 or more DU's per Sec. 38-1501)			
Maximum Density	**Per SB 102:** Up to 50 du/acre (highest density allowed in OC Comp Plan)			
Min. lot area	15,000 SF	15,000 SF	1,000 SF plus 2,000 SF per DU	1,000 SF plus 2,000 SF per DU
Min. living area	500 SF per DU	500 SF per DU	500 SF per DU	500 SF per DU
Min. lot width	85 ft.	85 ft.	85 ft.	85 ft.
Min. front yard	20 ft.	20 ft.	20 ft.	20 ft.
Min. rear yard	30 ft.	30 ft.	20 ft.	20 ft.
Min. side yard	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft.	10 ft.
ROW setbacks	Per Sec. 38-1603 (Functional classification and setback distances)			
Building separation for MFR	Structures containing three (3) or more dwelling units shall maintain a 20 ft separation between any other structure on the same lot or parcel (per Sec. 38-1501(a))			
Max. building height	35 ft.	35 ft.	65 ft., 80 ft. with ground floor retail	50 ft./4 stories, 65 ft. with ground floor retail
	Per SB 102: Max. height permitted per code within 1 mile* in the jurisdiction of the project site.			
	R-2 MFR Standards	**R-3** MFR Standards	**NC** MFR Standards	**NAC** MFR Standards
Airport height limit	Chapter 7 of OC Code			
NHWE setback	50 ft. from NHWE			
Open space	45% (per Sec. 24-29)	45% (per Sec. 24-29)	25% of total lot coverage (per Sec. 38-1734(5)a.1.)	25% of total lot coverage (per Sec. 38-1741(5)a.1.)
Lot coverage/FAR	45% min open space per Sec. 24-29	45% min open space per Sec. 24-29	Max FAR 2.0	Max FAR 1.0
Buffering and landscaping	Sec. 24-5 (Buffer yards) • **Type C** – (C-1 – and utilized for R-2 and R-3 MF – from SFRs) 15 ft. wide, may utilize masonry wall, berm or planted and/or existing vegetation or combo for opaque buffer • All buffers shall include one (1) shade tree for each 40 lineal feet or fraction thereof		Per Sec. 38-1734(6): **Type B** buffer per Sec. 24-5, but minimum 7 ft. wide	Per Sec. 38-1741(6): **Type C** buffer per Sec. 24-5, but minimum 5 ft. wide

	Ch. 24 (Landscaping)
Parking	Per Sec. 38-1476: Apartments of three (3) DU or more • 1.5 spaces/unit for efficiencies or 1 bd • 2 spaces/unit for 2 and 3 bds
	Per SB 102: County to consider parking reductions if project is within ½ mile of a "major transit stop"

*measured "as the crow flies"

ORDINANCE 3290-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENTS AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance in order to provide certification standards and implementation criteria for development proposed in conformance with the Live Local Act of Florida Statutes;

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida;

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-84 "General provisions for non-residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-84. General provisions for non-residential zoning districts.

(hh) General provisions for development proposed in conformance with the Live Local Act of Florida Statutes.

(a) **Definitions.** For the purposes of this subsection, the following definitions are provided for terminology not defined in Florida Statutes with respect to implementation consistent with the Winter Park Land Development Code:

Allowed as used in Fla Stat. 166.0415 shall mean as allowed under the provisions of the city land development code at the time of a proposal is submitted for development subject to Fla Stat. 166.0415 and shall not mean as allowed historically back in time previous to the present. It shall also mean allowed by right pursuant to the applicable zoning district and shall not include as may potentially be allowed via a conditional use approval, or access to any bonus

pool, or via special permit for non-conforming structures or settlement agreement or vesting agreement for such non-conforming allowances.

Commercial as used in Fla. Stat. 166.0415 shall mean only the commercial zoning districts of the city which are only the properties zoned C-1, C-3, C-3A and PD-OC as used in the Ravaudage PD, and no other zoning district.

Height within one mile as used in Fla Stat. 166.0415 shall mean one mile as can be traveled by human beings along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed development site and shall not mean a straight-line distance as a bird might be able to travel.

Highest allowed density as used in Fla Stat. 166.0415 shall mean in the context of Winter Park, 17 units per acre as this is the highest residential density currently allowed and is expressed in units per acre and shall only mean residential units per acre and shall not mean density as in the context of floor area ratio as used elsewhere in Chapter 166 Fla Stat. which in reference to intensity terminology as applied to floor area ratio. Density is units per acre and intensity is floor area ratio.

Highest currently allowed height as used in Fla Stat. 166.0415 shall only mean such height allowed by right within the municipality and not heights allowed if such height would require conditional use approval under the city land development code based upon the size in square footage of the project proposed project under the Live Local Act.

Industrial as used in Fla Stat 166.0415 shall mean only the industrial I-1 zoning district of the city and no other industrial zoning district.

Mixed Use as used in Fla Sta. 166,0415 shall not apply in the City, as no mixed use zoning district exists within the city.

(b) **Process for Approval.** The approval process for a qualifying development located within an eligible zoning district, shall include payment of a fee, and if application is not made by the owner of record, then a contract or agreement to purchase (that permits black-out of the financial purchase details) but is clear as to dates of effectiveness and due diligence periods, an application on a form provided by the city, site development plans, and affidavit of commitment to City of Winter Park's Affordable Housing standards for income qualification, monitoring, and inspection during the full minimum 30 years of operation including acknowledgement of the auditing requirements for eligibility of all tenants living within the designated affordable housing units in order to establish compliance with the provisions of the Live Local Act and penalties for non-compliance as further outlined below. Upon application, the city shall complete a sufficiency review of the materials submitted and provide a response that the application is complete or specifically what items are still required at a date sixty (60) days after submittal. The applicant shall then provide the items that are required for the sufficiency review which shall then begin another sufficiency review period that shall be completed at a date

sixty (60) days following re-submittal and so on until a complete application is provided. A contract to purchase must be in full force and effect during the sufficiency and review periods established within this Section. If any due diligence period or other contract matter expires within such time periods, then the city shall not begin or complete the sufficiency review or application review.

(c) **Minimum Requirements.** The minimum requirements for certification of compliance with the Live Local Act are as follows:

Site Development Plan which includes the following:

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table including gross square footage of the site and project, total impervious coverage and principal setbacks.
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street parking and loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.

19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.

20. An affidavit confirming a 30-year commitment to provide affordable housing and monetary cap on all rent charges including any and all other fees as may be assessed to the occupants of units deemed to be affordable, such that all rents and fees shall not exceed 30% of the gross revenue of all occupants of affordable units; affidavit attesting to agreement and acceptance as to the annual audit requirements by a certified public accounting firm attesting to satisfaction of the such income and total rental fees and affidavit attesting to agreement and understanding that violations of such commitments shall be subject to a fine of no less than $5,000.00 per day for each violation determined by the annual audit and for each day the annual audit is not received by the city after March 1st of every year and affidavit agreement that any such fines shall constitute a lien on said property if not paid to the city within 60 days of receipt of the audit by the city by March 1st of every year and agreement to reimburse the city for any legal expenses in the enforcement of these provisions.

21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

22. Compliance with all land development regulations applicable to the zoning district in which the project is proposed, except only as otherwise preempted by the Live Local Act with respect to height.

(d) **Project Narrative.** Application shall contain a narrative which demonstrates compliance with section 166.04151(7)(a)- (g), Florida Statutes.

(e) **Orange Avenue Overlay District (OAO)**. Projects within the Orange Avenue Overlay District must meet the applicable architectural requirements of the OAO and will be subject to review by Orange Avenue Overlay Appearance Review Advisory Board. The City may deny a project that receives a recommendation of denial or fails to meet the conditions of a recommendation for approval from the Orange Avenue Overlay Appearance Review Advisory Board.

(f) **Affidavit of Commitment and Restrictive Covenants.** As a condition of approval and prior to any site or building permits for the project being requested or obtained, the applicant (and the property owner, if different from the applicant) must execute and have recorded in the public records of Orange County, Florida, an Affidavit of Commitment and Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants shall: (i) have terms acceptable to the city, (ii) run with and be binding upon the land for no less than thirty (30) years from the issuance of a certificate of occupancy for the last principal structure of the project (iii) be enforceable by the city; (iv) detail the affordable housing and project conditions and

restrictions required by this section, the Live Local Act and on the approval of the project; (v) provide for monitoring, and compliance requirements; and (vi) provide for the city's enforcement remedies. Mortgage holders will be required to execute and record a subordination of their lien interest to such Affidavit of Commitment and Restrictive Covenants prior to or simultaneously with the recording of the Affidavit of Commitment and Restrictive Covenants. The city will provide the monitoring and compliance forms upon submittal of the application, deemed complete and sufficient.

(g) **Equivalent Treatment of all Dwelling Unit Requirements**. As a condition of approval prior to any site or building permits for the project being requested or obtained, such project must demonstrate and commit that all affordable dwelling units and market rate dwelling units shall be located within the same structure. all common areas and amenities shall be accessible and available to all residents (both affordable and market rate dwelling units). access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development. in addition, the sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., for number of bedrooms, if 25 percent of the market rate dwelling units consist of two bedrooms, then 25 percent of the affordable dwelling units shall also have two bedrooms.

(h) **Agent Authorization.** An affidavit with the property owner's notarized authorization.

(i) **Timeframe for Review and Issuance of Approval:** Upon receipt of a complete application, the city will complete its review and provide a response sixty (60) days from receipt of such materials as required by this subsection.

(j) **Fee:** The fee for a qualifying development will be $2642.00 plus $111/acre or portion thereof or as otherwise amended within the adopted Fee Schedule from time to time by the City Commission at public hearing.

(k) **Duration of Approval:** An approval received through this process shall be effective for three (3) months from the date of approval. The application process and certification of compliance with the live local act shall begin again if a building permit has not been issued by the city within six (6) months of an approval under this section.

SECTION 2. CODIFICATION/SUNSETTING. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances. The provisions of Section 1 of this Ordinance shall sunset and be automatically repealed upon the occurrence of any one of the following: (1) Section 5 of The Live Local Act as set forth in Chapter 2023-17 expires on October 1, 2033; (2) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is held unconstitutional or invalid by a court of competent jurisdiction; or (3) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is repealed. The sunsetting of Section 1 of this Ordinance will not terminate any conditions of approval

for projects utilizing Section 1 prior to its sunsetting or the City's ability to enforce the same, including without limitations, any terms and conditions of Affidavit of Commitments and Restrictive Covenants pertaining to the project.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 10th day of January 2024.

By: _____
Mayor Phillip M. Anderson

ATTEST:

_____
Rene Cranis, City Clerk

DEVELOPMENT & GROWTH MANAGEMENT
DEVELOPMENT COORDINATION

INSTRUCTIONS FOR APPLICATION – LIVE LOCAL ACT (LLA)

Please be aware that this application is provided for the submittal of an application for a qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida).

PLEASE READ INSTRUCTIONS THOROUGHLY

Please contact a representative of Development and Growth Management (DGM) at (813) 274-3100, option 2, or TampaZoning@tampagov.net prior to submitting your application:

A PRE-APPLICATION COUNSELING is required prior to submittal of a LLA application. The applicant must schedule counseling session with a DGM staff member. The session is to advise an applicant for a qualifying affordable housing development in accordance with the LLA requirements as stipulated in the memo from the City dated July 3, 2023.

Fee:

The fee for an LLA Project will be $2642.00 plus $111/acre or portion thereof.

Minimum Requirements for Application:

- The complete application, including site plan and tree/topographical/boundary survey.
- Project Narrative which demonstrates compliance with Section 166.04151(7)(a)-(g), Florida Statutes.
- Owner/Agent Authorization

LLA Applications are available for the following districts:

Residential Office (RO)
Residential Office – 1 (RO-1)
Office Professional (OP)
Office Professional – 1 (OP-1)
Commercial Neighborhood (CN)
Commercial General (CG)
Commercial Intensive (CI)
Industrial General (IG)
Industrial Heavy (IH)
Seminole Heights – Commercial General (SH-CG)
Seminole Heights – Commercial Intensive (SH-CI)
Neighborhood Mixed Use – 16 (NMU-16)
Neighborhood Mixed Use – 24 (NMU-24)
Neighborhood Mixed Use – 35 (NMU-35)
Ybor City – 1 (Central Commercial Core) (YC-1)
Ybor City – 4 (Mixed Use Redevelopment) (YC-4)
Ybor City – 5 (General Commercial) (YC-5)
Ybor City – 6 (Community Commercial) (YC-6)
Ybor City – 7 (Mixed Use) (YC-7)

Application for a Qualifying Development (LLA)

Property Owner's Information

Name(s): _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Applicant's Information

Name(s): _____

Address: _____

City:_____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Contact for all related Correspondence (if different than applicant):

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Application Certification

Application/site plan is sufficient: _____ Name/Date: _____

Affordable Housing Requirement of the LLA met? Yes ___ No ____ Percentage of Affordable Housing _____

If a mixed use development, percentage of square feet dedicated to affordable housing _____ and

Percentage of square feet dedicated to non-residential development _____.

Legal Description is correct and complete: _____ Name/Date: _____

Application for a Qualifying Development (LLA)

AFFIDAVIT TO APPLY FOR A ZONING CODE RELATED APPLICATION and AUTHORIZED AGENT FOR AN APPLICATION TO THE CITY OF TAMPA

Multiple authorizations may be necessary if there is more than one property owner.

APPLICATION/RECORD NUMBER: _____

PROPERTY (LOCATION) ADDRESS(ES): _____

FOLIO NUMBER(S): _____

"That I am (we are) the owner(s) and record title holder(s) of the property noted herein"

Property Owner's Name(s): _____*

"That this property constitutes the subject of an application for LIVE LOCAL ACT (LLA) (qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida)".

I, THE UNDERSIGNED OWNER, HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE AND HEREBY AUTHORIZE AND ALLOW REPRESENTATIVES OF THE CITY TO ACCESS THE PROPERTY UNDERGOING REVIEW FOR THE ABOVE REFERENCED REQUEST. IF MY PROPERTY IS GATED, I WILL PROVIDE ACCESS TO THE PROPERTY UPON REQUEST FROM THE CITY. I ALSO CONSENT TO THE POSTING OF A SIGN ON MY PROPERTY IF THERE IS A THIRD-PARTY SUBMITTALOF A PETITION FOR REVIEW.

"That this affidavit has been executed to induce the City of Tampa, Florida, to consider and act on the above described application and that the undersigned has(have) appointed and does(do) appoint the agent(s) stated herein as his/her(their) agent(s) solely to execute any application(s) or other documentation necessary to affect such application(s)" (if applicable).

AGENT'S/FIRM NAME: _____

The undersigned authorizes the above agent/ firm (s) to represent me (us) and act as my (our) agent(s) at any public hearing on this matter (if applicable).

The undersigned authorizes the above agent(s) to agree to any conditions necessary to effectuate this application. Both owner and agent must sign and have their names notarized.

STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification	STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____ day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification

Application for a Qualifying Development (LLA)

SITE PLAN REQUIREMENTS

An application for a Qualifying Development (LLA) on any parcel of land requires submittal of a Site Plan. The Site Plan must be drawn to an engineer's scale with a ratio such as 1" = 10'.

The Live Local request will be evaluated based on compliance with the memo dated July 3, 2023, in addition to the appropriateness of the site plan based on the requirements of Chapter 27, and other applicable land development regulations.

All development will be reviewed for compliance with all applicable City Codes at time of building permitting.

REQUIRED GENERAL INFORMATION

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table*
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.
19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.
20. Affidavit confirming a 30-year commitment to provide affordable housing (see below).
21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

Folio #:

Property Address:

Property Area SF:

Future Land Use:

Existing Zoning District:

Proposed Use:

Building Setbacks: north, south, west, and east.

Max. Building Height:

Total Building Area:

Maximum number of proposed dwelling units:

VUA:

VUA greenspace required:

VUA greenspace provided:

Multi-family greenspace required:

Multi-family greenspace provided:

Parking Required:

Parking Provided:

Application for a Qualifying Development (LLA)

Development & Growth Management
2555 E Hanna Avenue
Tampa, FL 33610
(813) 274-3100

LEGAL DESCRIPTION (use separate sheet if needed) MUST BE TYPED -- DO NOT ABBREVIATE:

EXAMPLE

24"

Application for a Qualifying Development (LLA)

LOCATION MAP:

PROPOSED IMPROVEMENTS (DRAWING):

-Name, location, and width of existing street and alley rights-of-way, adjacent to the site.

-Width of existing pavement on all streets and alleys adjacent to the site.

-Location, width and type of all easements adjacent to the site.

-Clearly show the property boundaries of the parcel(s) involved in the special use.

-Location, size, height and use of all proposed additions and/or new buildings.

-Existing and proposed building setbacks

-Location and dimension of existing and proposed driveways, and parking areas include typical parking space.

-Existing and proposed parking lot landscaping.

-Approximate location and size of significant natural features such as trees, lakes, etc.

-Existing and proposed buffering from adjacent uses.

Show conceptual layout of proposed retention system.

TITLE BLOCK;
-Firm's name and address
-The site plan must be to scale. State scale on drawing - Revision block.
Show North arrow. - Drawing data.
-Project name and location.

GENERAL NOTES:

LEGAL DESCRIPTION:
- Address
- Folio Number
- Square Footage

Case No.: _____ Date: _____

_____ _____
Certified Date Zoning Administrator

N

Revised 5/2021 1/2021 E.C.

THIS EXAMPLE FOR GENERAL INFORMATION ONLY



ZEVCOHEN & ASSOCIATES INC
Civil Engineering · Landscape Architecture · Planning · Environmental Services

300 Interchange Blvd, Suite C, Ormond Beach, FL 32174
Phone: (386) 677-2482

END OF REPORT

ATTACHMENT 3

Tax Exemption Information

- Orlando Sentinel Article
- Zev Cohen Analysis
- 2023 Shimberg Center for Housing Studies
- Florida Housing Coalition Summary

Osceola opts out of incentive program
County says it has sufficient housing for middle-income renters under state guidelines
By Natalia Jaramillo Orlando Sentinel

Joining a growing list of municipalities across the state, Osceola County has decided to opt out of a program that uses tax incentives to boost affordable housing.

The board of county commissioners voted swiftly and unanimously Monday that Osceola will no longer provide property tax exemptions under Florida's Live Local Act, a law enacted in 2023 that aims — among other things — to encourage developers to build more affordable apartments and keep their rents low.

Osceola's decision, allowed under the legislature's 2024 modifications to the act, comes after Lake County, Seminole County, Winter Park and Maitland did the same, as have other municipalities around the state. The cities and counties complained they were losing too much tax revenue to the tradeoff.

In Osceola, five developments offering affordable housing were approved to receive Live Local tax exemptions in 2024, Property Appraiser Katrina Scarborough told Growthspotter. Those five developments are set to reduce their taxable value by nearly $80 million.

While some affordable housing advocates say the government opt-outs could push rents higher, one national housing policy analyst says the moves actually could help matters — if local officials direct the money they're saving by forgoing future tax exemptions to the most desperately needed housing programs.

Sarah Saadian, the senior director of policy at the National Low Income Housing Coalition, said Florida's housing crisis is most severe for its lowest income earners — who do not receive the benefits of some of the Live Local tax exemptions, which are targeted toward developments for moderate income renters.

"Overall there are two major causes of the housing crisis," Saadian said. "One is this gap between what people earn and what their housing costs are. The second is a lack of housing supply that's affordable to people with the lowest incomes, and that's really where Florida is hit the hardest as you have a lot of low wage jobs and lots of jobs tied to tourism."The legislature's decision to allow opt-outs from the Live Local Act came after counties threatened to sue the state, claiming the law was unconstitutional. Lawmakers amended the act earlier this year to allow cities and counties to stop offering tax exemptions, but only if they can show they provide enough housing for middle-income tenants, those earning between 80% and 120% of the area median income.

The county's median household income is about $63,000, according to the most recent data from the U.S. Census.

The latest report from the University of Florida's Shimberg Center for Housing Studies found that Central Florida did have enough such units.

Anne Ray, manager of the Shimberg Center, said she is unsure of the impact of the wave of municipalities opting out of the Live Local Act. But she expressed concern about officials leaping to conclusions based on her center's research that there is sufficient housing for middle-income tenants.

"This is something that can change from year to year and as you know we've seen a lot of communities are pretty close to the line one way or the other," Ray said.

Building housing for the lowest income earners is the hardest and requires state, local and federal subsidies in order for private developers to keep construction affordable, Saadian said. So using the resources the county saves from opting out of providing tax exemptions may allow municipalities to use the money to help the lowest income earners, she said.

"The property tax exemptions I just don't know how much of an effect it would have…I think the intention is to encourage new development because the tax would be abated but is that really what will help drive more housing construction or is it more housing and zoning rules or access to capital?" Saadian asked. "Developers can't build or operate housing at a price point that's affordable to extremely low income renters because that amount of money that they're willing to take for rent wouldn't be enough to build the property."

In their Monday decision to opt out of the Live Local tax plan, Osceola commissioners did not discuss whether they need to take additional steps for those renters.

"It's interesting to look at how they're determining there's enough affordable housing because from our research it seems clear that there's practically no community in Florida that has enough housing for extremely low income renters or even very low income renters," Saadian said. "Because Florida is one of the hardest hit state for the housing crisis it's hard to imagine that there were that many communities with enough affordable housing supply."

Under the Live Local law, municipalities across the state will have to vote annually whether to continue to opt out of the Live Local Act tax exemption and must maintain their status each year of having enough affordable housing supply, according to the data from Shimberg.

GrowthSpotter editor Laura Kinsler contributed to this story.

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TO:
Planning Director, Steven Spraker, AICP
Planning Department
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

FROM:
Director of Planning, Mark Karet, AICP
Zev Cohen & Associates, Inc.
300 Interchange Boulevard, Suite C
Ormond Beach, FL 32174

SUBJECT: Live Local Act Analysis Follow-up Report for the "Opt-Out" Tax Exemption

At the City of Ormond Beach Planning Board meeting held on September 12, 2024, additional questions were asked by Board members concerning the "opt-out" tax exemption provided by the 2024 Florida Live Local Act amendment in Florida Statue 196.1978 (3)(o)2. This section states: "A taxing authority must make a finding in the ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled "0-120 percent AMI." Based upon this criterion to be eligible for an "opt-out", Volusia County and its municipalities are not eligible at this time. This assessment was also included in the original Live Local Act Analysis report provided by Zev Cohen & Associates in Section IV, B. Discretionary Provisions, on page seven (7).

Although the City of Ormond Beach is currently not eligible for this "opt-out", the City could preemptively "opt-out" by either ordinance or resolution with a two-thirds majority vote of the City Commission. The most recent 2023 report indicated a shortage of only 357 affordable units for both Volusia and Flagler Counties combined. The Volusia League of Cities and other organizations throughout Volusia and Flagler Counties have reached out to the publishers of the Shimberg Report to request separating Volusia from Flagler County for the next report to be released in December 2024. There is a possibility Volusia County, and its municipalities could meet the threshold to be eligible to "opt-out" of the tax exemptions if the report supports it.

Based upon the timeline of the report's release in December 2024, if eligible, most organizations will find it difficult to pass an ordinance or resolution prior to January 1st, 2025. If eligible and Ormond Beach elects to pass an ordinance or resolution after January 1st, 2025, it will not be effective until January 1st, 2026. This ordinance or resolution, if passed, is only valid

for one year and must be renewed prior to January 1st of each subsequent year provided the Shimberg Center for Housing Studies Annual Report supports the "opt-out" of tax exemption. If Ormond Beach chooses to pass an ordinance or resolution to "opt-out" preemptively in 2024 prior to the Shimberg Center for Housing Studies Annual Report's release and the report does not support Ormond Beach's "opt-out" ordinance or resolution, then the ordinance or resolution is not effective and is preempted to the state.

Please contact me with any questions at mkaret@zevcohen.com.

Best Regards,



Mark P. Karet, Director of Planning



Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

CONTENTS

Introduction 2
Housing Supply 2
Housing Production 3
Assisted Housing Inventory 6
Home Sales 8
Rental Markets 12
Affordable Housing Needs: Renters and Special Populations 13
Elderly Households 16
Persons with Disabilities 17
Persons with Special Needs 17
Affordable and Available Rental Housing Supply 18
Shimberg Center Activities 20
Florida Housing Data Clearinghouse 20
Community Resilience and Disaster Response 20
Promoting Housing Stability and Affordability 21
General Technical Assistance and Presentations 22
Teaching 22
Appendix 1. County Housing Supply, 2023 24
Appendix 2. Housing Production by County and Housing Type, 2022 27
Appendix 3. Sales Volume and Prices (2023 $) by County, 2022 29
Appendix 4. Surplus/Deficit of Affordable and Available Rental Housing Units by Income (% AMI), Florida Regions, 2022 32

INTRODUCTION

Florida's population grew by over 450,000 people through migration alone in 2021 and 2022. The state's increasing population has led to continuing strong demand for housing. Production has continued apace in recent years, with especially active single family construction in fast-growing mid-sized counties and multifamily construction in the state's urban centers. Home prices have returned to their boom era peaks, while rents reached a more stable growth rate in 2023 after sharp increases in the preceding two years.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. Florida's growth has placed additional pressure on the state's affordable housing supply, and the report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households.

The report also summarizes the Shimberg Center's 2023 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY

Florida's 5.7 million single family homes make up the largest share of the housing supply. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner's primary residence rather than second homes, vacation homes, or rental properties.

Most of the rest of Florida's housing inventory is made up of different types of multi-unit housing. Condominiums make up 1.6 million units. These are much more likely to serve as second homes or vacation units; 37 percent are homesteaded. Units in multifamily rental developments make up a similar share of the housing stock, with 1.68 million units. These are divided between approximately 1.27 million units in developments with 10 or more units and 407,000 units in 2-9 unit properties, mostly duplexes. A small share of the 2-9 unit properties are homesteaded (21 percent), indicating that the owner occupies one unit in the building.

Mobile homes on their own parcels make up approximately 437,000 units, of which half are homesteaded. These are individually owned parcels that are distinct from the state's 2,292 licensed mobile home parks with 291,021 lots for rent.

Table 1. Florida Housing Supply, 2023

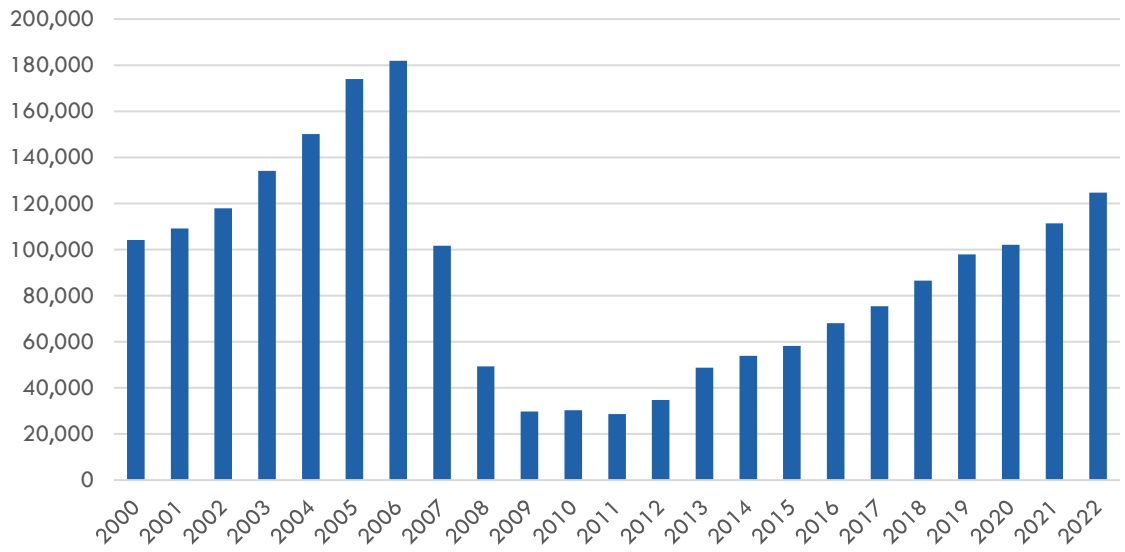
Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,745,641 parcels • 4,063,726 homesteaded (71%)	• 1,605,160 parcels • 591,076 homesteaded (37%)	• 437,337 parcels • 225,935 homesteaded (52%)	• 155,994 parcels with 406,864 units • 32,919 homesteaded (21%)	• 15,251 parcels with 1,274,074 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

HOUSING PRODUCTION

Florida produced approximately 125,000 single family homes in 2022, the last full year for which data is available. This production level is similar to the early 2000s—lower than the number of homes built during the 2004-2006 peak years, but well above the production level following the 2008 housing crash.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Mid-sized counties led Florida's single family home growth in 2022. Polk County was the state's construction hotspot, with 9,235 single family homes built. Of the top ten counties for single family construction, only Hillsborough and Duval were large urban counties.

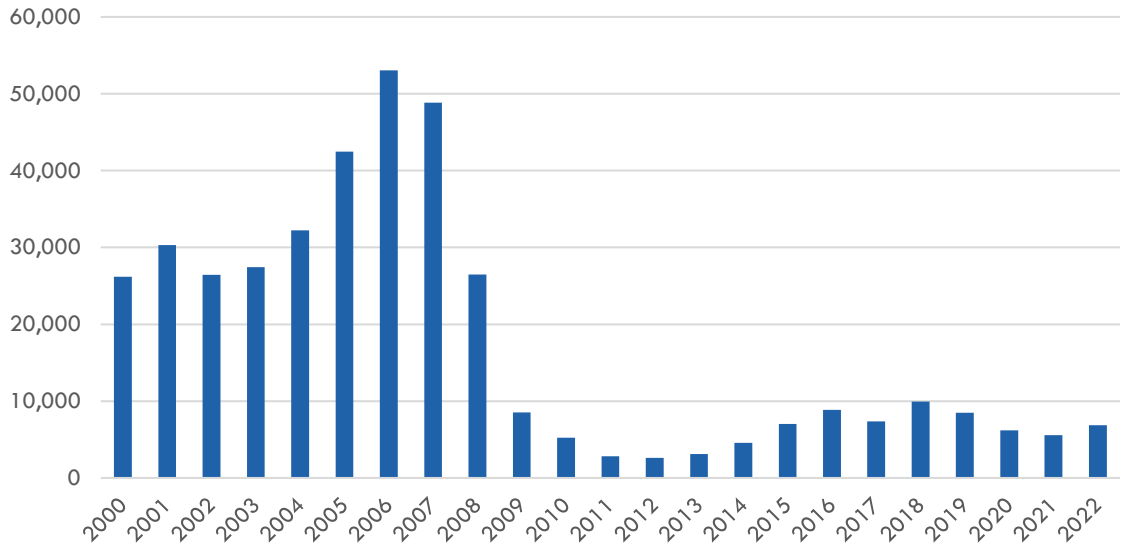
Table 2. New Single Family Homes Built, Top Ten Counties, 2022

County	Single Family Homes Built
Polk	9,235
Lee	7,432
Pasco	7,019
Hillsborough	6,638
Osceola	5,778
St. Johns	5,638
St. Lucie	5,461
Duval	5,338
Manatee	4,930
Marion	4,799

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

New condominium construction was much more modest and heavily geographically concentrated. The state built 6,855 condominium units in 2022, similar to annual production over the past 15 years but well below 2000-2008 production levels.

Figure 2. Condominiums by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Sixty percent of units built in 2022 (4,091) were located in Miami-Dade County. No other county added more than a few hundred new units.

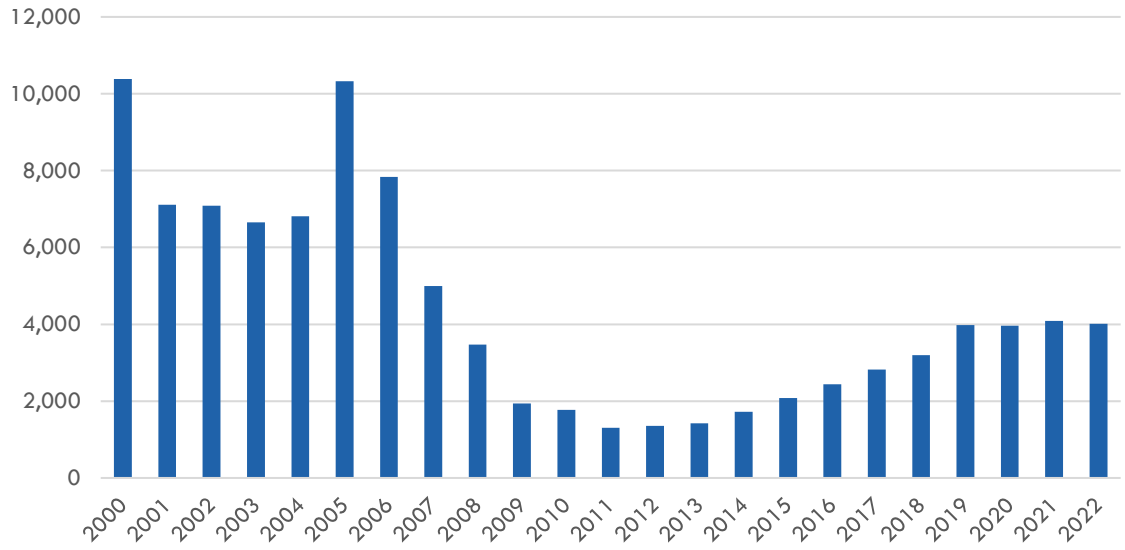
Table 3. New Condominium Units Built, Top Ten Counties, 2022

County	Condominium Units Built
Miami-Dade	4,091
Collier	654
Sarasota	293
Charlotte	292
Lee	176
Broward	156
Brevard	151
Pinellas	143
Monroe	124
Manatee	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile homes continued to provide an affordable alternative to stick-built single family homes. The state added 4,013 mobile homes on individual parcels in 2022; this does not include homes in mobile home parks. This level of production was well above levels in the 2010s decade but below 2000s-era production.

Figure 3. Mobile Homes by Year Added, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

Mobile home production was scattered throughout the state. Most units were added in mid-sized or rural counties.

Table 4. New Mobile Homes Added, Top Ten Counties, 2022

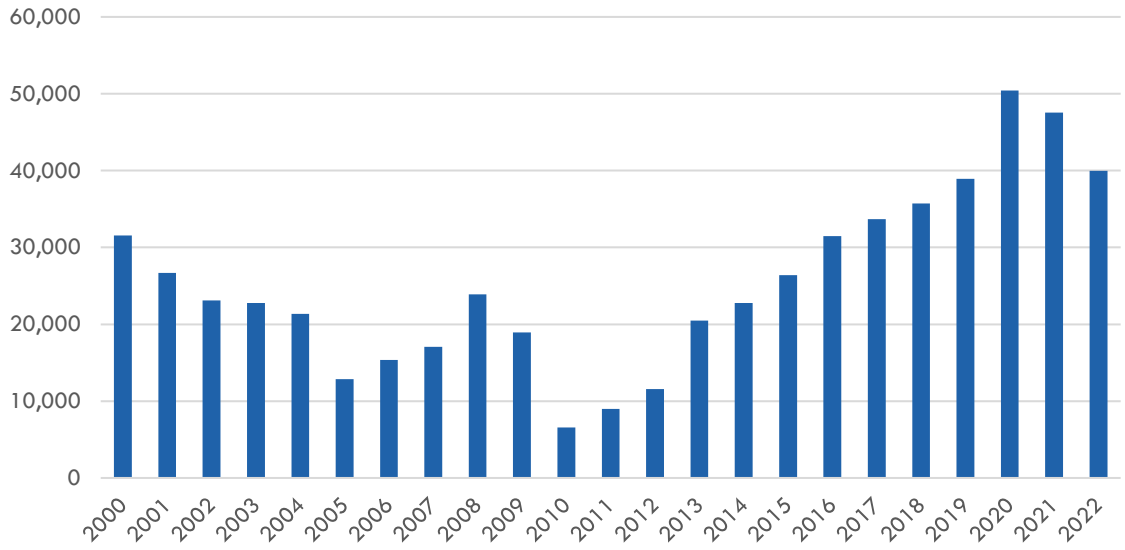
County	Mobile Homes Built
Bay County	236
Polk County	200
Marion County	178
Pasco County	177
Walton County	148
Citrus County	145
Santa Rosa County	133
Levy County	122
Clay County	118
Suwannee County	116

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

Florida added 274 multifamily rental developments with 39,966 housing units in 2022.[1] The state has been adding multifamily units at a rapid pace over the last five years compared to earlier in the 2000s and 2010s.

[1] This accounts for developments with 10 or more housing units. The state also added 843 smaller developments, mostly duplexes, for an additional 1,698 units. See Appendix 2 for production by county.

Figure 4. Multifamily Units by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units.

Multifamily development was concentrated in Florida's large urban counties and in fast-growing mid-sized counties including Bay, Polk, and Lee.

Table 5. New Multifamily Units Built, Top Ten Counties, 2022

County	Multifamily Units Built
Orange County	6,567
Hillsborough County	6,349
Miami-Dade County	4,884
Broward County	3,099
Duval County	2,590
Bay County	2,117
Palm Beach County	1,774
Pinellas County	1,623
Polk County	1,366
Lee County	1,255

Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units. See Appendix 2 for multifamily developments and units added in all counties.

ASSISTED HOUSING INVENTORY

The Shimberg Center's Assisted Housing Inventory tracks affordable rental housing developments with funding from Florida Housing Finance Corporation, U.S. Department of Housing and Urban Development (HUD), USDA Rural Development, and local housing finance authorities. Florida's assisted housing stock currently consists of 3,047 developments with 306,400 affordable units—10 percent of Florida's rental housing supply.

In 2022 and 2023, Florida added 107 assisted rental developments with 12,715 total units to the development pipeline. All of these developments were funded by Florida Housing Finance Corporation.

Table 6 shows the characteristics of the new and forthcoming affordable housing developments. It shows that one-third of new assisted housing units are in developments targeting special populations, including elders, homeless individuals and families, persons with disabilities, and farmworkers. Most units (71 percent) are one or two bedroom apartments, and most (59 percent) target households up to 60 percent of area median income (AMI).

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2022-2023

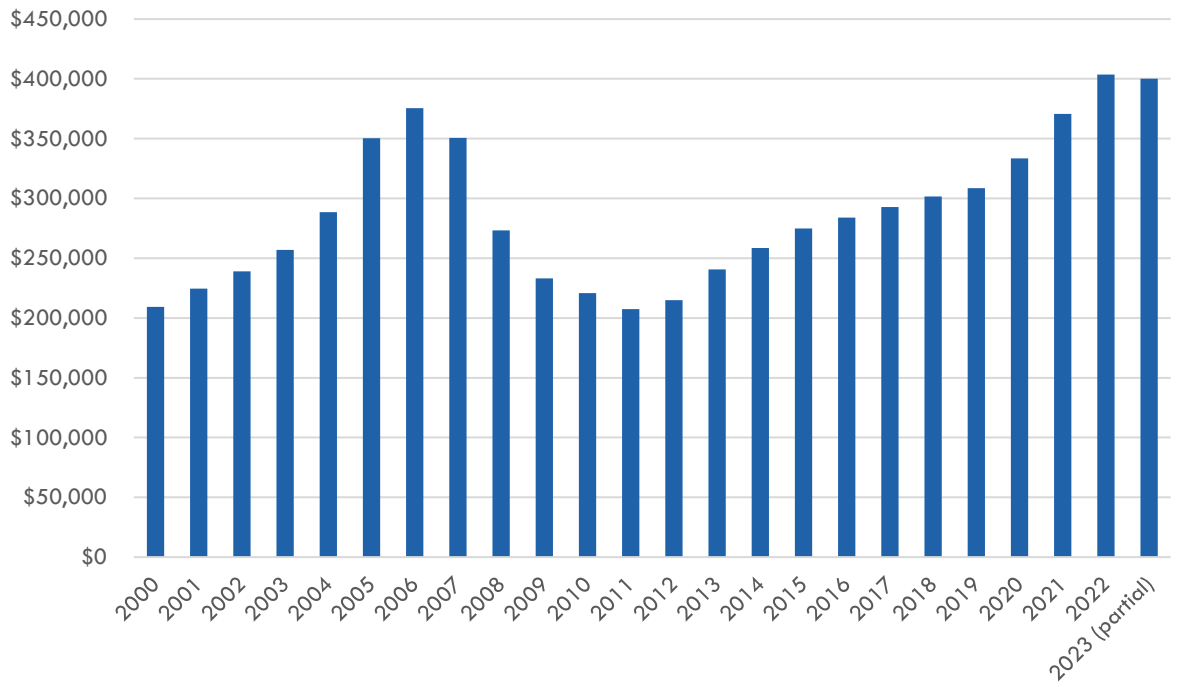
		Developments	Units	% of Units
Total Developments 2022-2023		107	12,715	-
County Size	Large	56	7,812	61%
	Medium	40	4,490	35%
	Small	11	413	3%
Target Population	Family; Link	32	4,074	32%
	Family	32	4,297	34%
	Elderly; Family; Link	19	1,861	15%
	Elderly	11	1,478	12%
	Homeless; Persons with Disabilities	7	410	3%
	Homeless	2	145	1%
	Homeless; Link	1	60	0%
	Elderly; Family	1	298	2%
	Farmworker	1	20	0%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
Unit Size	0 BR	-	344	3%
	1 BR	-	4,407	35%
	2 BR	-	4,520	36%
	3 BR	-	1,392	11%
	4 or more BR	-	76	0.6%
	Not Avail.	-	1,976	16%
Income & Rent Limits	<=35% AMI	-	1,172	9%
	40-50% AMI	-	1,131	9%
	55-60% AMI	-	7,546	59%
	65-80% AMI	-	1,772	14%
	Not Avail.	-	1,094	9%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Florida's housing markets have returned to their mid-2000s strength. The statewide median single family home price reached $400,000 in the first half of 2023. This exceeded the previous inflation-adjusted peak of $376,000 from 2006 (all prices in 2023 dollars).

Figure 5. Median Single Family Home Sale Price (2023 $), Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

The sale price growth extended throughout the state. All but six counties surpassed their mid-2000s peak price in 2022 or 2023. Median home prices in the first half of 2023 ranged from the upper $100,000s in rural North Florida counties to over $750,000 in coastal counties with strong luxury and second home markets.

Figure 7. Florida Counties by Median Single Family Home Price, Q1-2 2023

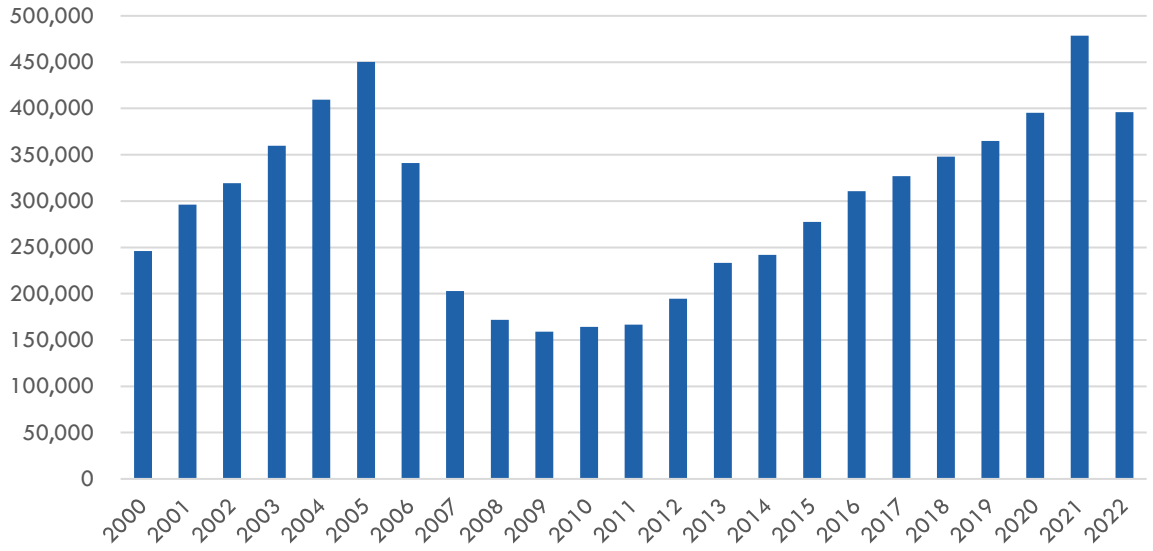
$150,000-199,999	$200,000-249,999	$250,000-299,999	$300,000-349,999
Calhoun	Bradford	Baker	Alachua
Dixie	Columbia	Citrus	Bay
Hamilton	Gadsden	DeSoto	Clay
Holmes	Hardee	Duval	Hernando
Jackson	Highlands	Escambia	Pasco
Lafayette	Putnam	Gilchrist	Polk
Liberty	Suwannee	Glades	Volusia
Madison	Taylor	Hendry	Wakulla
	Washington	Jefferson	
		Leon	
		Levy	
		Marion	
		Okeechobee	
		Union	

$350,000-399,999	$400,000-499,999	$500,000-749,999	$750,000-1,000,000+
Brevard	Franklin	Broward	Collier
Charlotte	Gulf	Manatee	Monroe
Flagler	Lee	Martin	Walton
Hillsborough	Nassau	Miami-Dade	
Indian River	Orange	Palm Beach	
Lake	Osceola	St. Johns	
Okaloosa	Pinellas		
Santa Rosa	Sarasota		
St. Lucie	Seminole		
Sumter			

Source: Florida Department of Revenue, Sales Data File

The volume of single family sales has also been strong. There were 396,011 single family home sales in 2022, down from a peak of 478,574 sales in 2021 but similar to average annual sales volume in the early boom years of 2003-2004.

Figure 8. Number of Single Family Home Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Hillsborough County had the most active single family market in the state, with over 25,000 sales in 2022. As Table 7 shows, sales were highest in Florida's populous urban counties, but growing mid-sized counties (Lee, Polk, Pasco, and Brevard) also saw strong home sales.

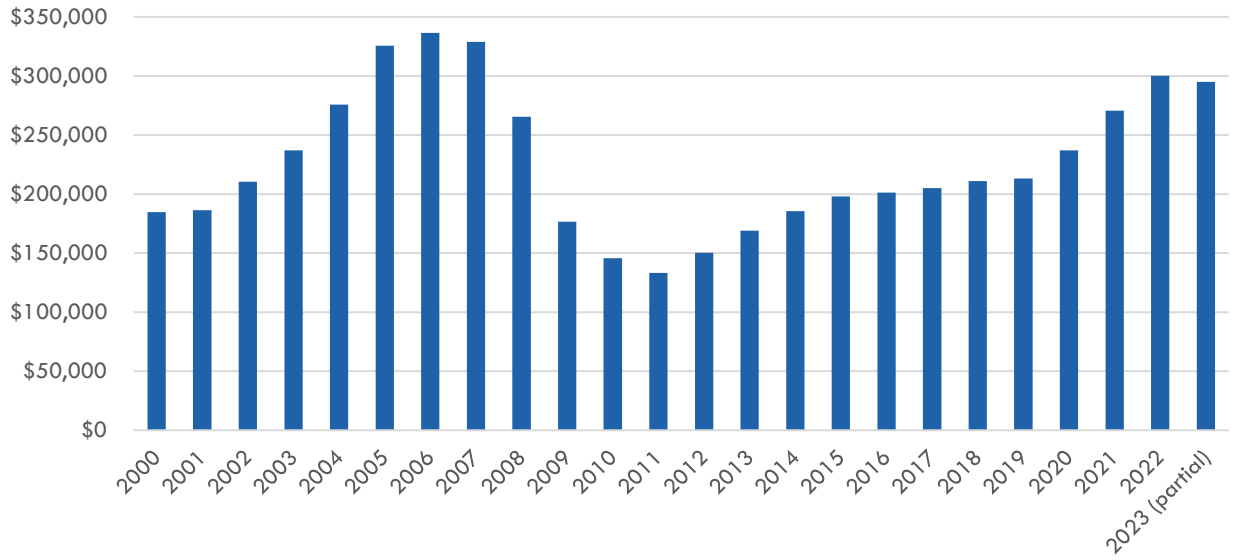
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2022

County	Single Family Sales
Hillsborough	25,403
Broward	21,258
Lee	21,010
Polk	20,853
Duval	20,507
Orange	19,293
Pasco	17,762
Palm Beach	17,440
Miami-Dade	15,438
Brevard	14,008

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

The condominium market was also strong. The state's median condominium sales price was $295,000 in the first half of 2023, below 2005-2007 levels but well above 2002-2004 and 2009-2020 prices.

Figure 9. Median Condominium Sale Price (2023 $), Florida, 2000-2023

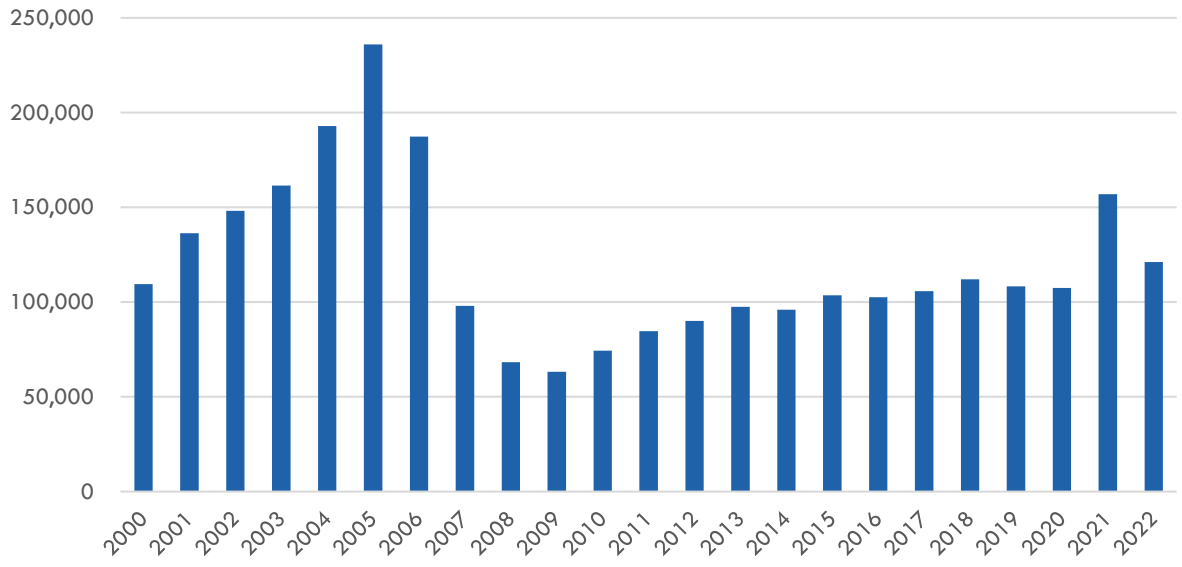


Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

Q1-2 2023 median condominium prices were far higher in coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price $855,000), Gulf ($682,500), Walton ($630,000), Nassau ($623,000), and Okaloosa ($525,000).

Condominium sales volume still lags behind the heights of the 2004-2006 housing boom. Nevertheless, the market is becoming more active. More condominiums sold in 2021 (156,862 sales) and 2022 (121,068) than any year since 2006.

Figure 10. Number of Condominium Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Half of the 2022 condominium sales took place in the three South Florida counties: Miami-Dade (28,436), Broward (18,132), and Palm Beach.

Table 8. Number of Condominium Sales, Top Ten Counties, 2022

County	Condominium Sales
Miami-Dade	28,436
Broward	18,132
Palm Beach	13,978
Pinellas	7,497
Lee	6,367
Collier	6,141
Orange	4,008
Sarasota	3,752
Hillsborough	3,145
Manatee	2,879

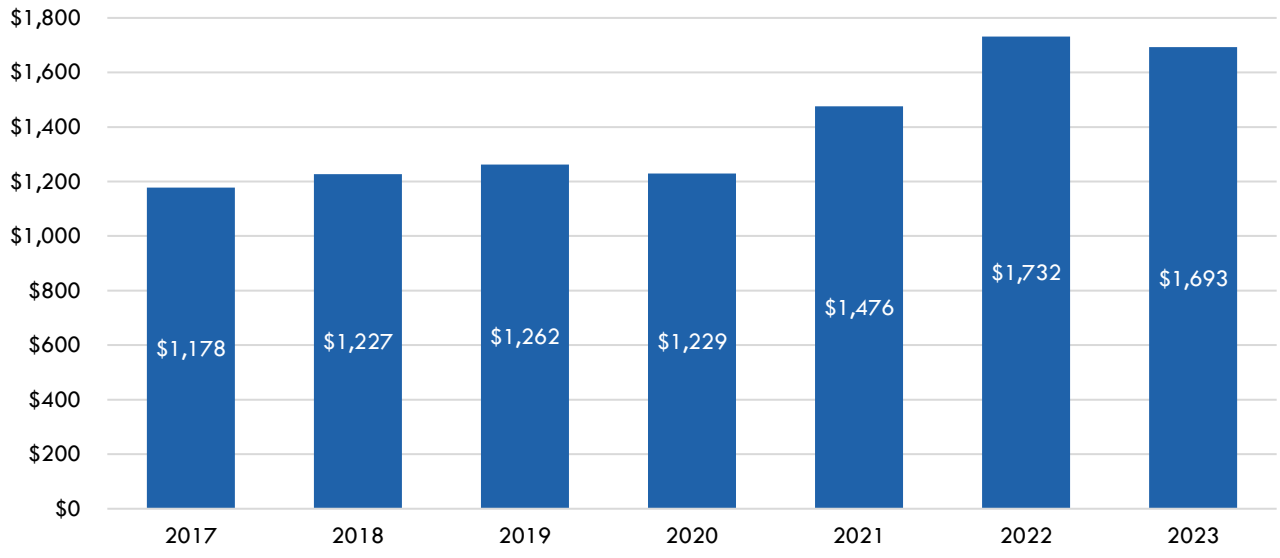
Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

After several years of stability, Florida rents increased steeply between 2020 and 2022, then held steady at these higher levels in 2023.

Apartment List estimates that median gross rents for housing seekers in Florida increased 41percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was $1,693 in July 2023, a two percent drop from the 2022 median of $1,732 but still well above 2017-2021 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2023



Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities. All rent estimates refer to July estimates for a given year.

Apartment List also provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2023.

Table 9. Median Rent, Top Five Counties, July 2023

County	Median Rent	Increase since July 2020
Palm Beach	$2,144	42%
Collier	$2,103	56%
Miami-Dade	$2,014	42%
Broward	$2,008	40%
Sarasota	$1,893	42%

Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

With these strong markets and rising prices and rents, Florida continues to have an affordable housing gap. The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 862,465 low-income, cost burdened renters in Florida. Sixty percent of these households live in Florida's seven large counties (population 825,000 or more); 37 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by County in Florida, 2023

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,815	94,812	32%	10.99%
Duval	177,925	51,030	29%	5.92%
Hillsborough	230,005	61,448	27%	7.12%
Miami-Dade	480,962	137,427	29%	15.93%
Orange	236,126	69,821	30%	8.10%
Palm Beach	200,656	60,858	30%	7.06%
Pinellas	150,217	43,928	29%	5.09%
Large Total	**1,772,706**	**519,324**	**29%**	**60.21%**
Medium				
Alachua	28,738	8,971	31%	1.04%
Bay	23,950	6,086	25%	0.71%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Brevard	71,958	23,415	33%	2.71%
Charlotte	17,659	3,785	21%	0.44%
Citrus	13,233	4,138	31%	0.48%
Clay	22,151	4,919	22%	0.57%
Collier	42,571	14,638	34%	1.70%
Escambia	46,045	14,569	32%	1.69%
Flagler	12,138	3,549	29%	0.41%
Hernando	17,194	3,363	20%	0.39%
Highlands	11,141	3,084	28%	0.36%
Indian River	17,464	5,180	30%	0.60%
Lake	43,477	10,784	25%	1.25%
Lee	94,488	23,677	25%	2.75%
Leon	34,772	10,046	29%	1.16%
Manatee	51,579	15,595	30%	1.81%
Marion	40,592	10,749	26%	1.25%
Martin	16,262	4,475	28%	0.52%
Okaloosa	29,835	5,424	18%	0.63%
Osceola	53,809	17,944	33%	2.08%
Pasco	65,359	19,302	30%	2.24%
Polk	90,484	24,905	28%	2.89%
Santa Rosa	16,103	4,170	26%	0.48%
Sarasota	49,874	14,122	28%	1.64%
Seminole	66,627	18,505	28%	2.15%
St. Johns	23,292	5,748	25%	0.67%
St. Lucie	36,182	14,015	39%	1.62%
Sumter	9,918	2,382	24%	0.28%
Volusia	67,180	17,989	27%	2.09%
Medium Total	**1,114,075**	**315,529**	**28%**	**36.58%**
Small				
Baker	2,149	503	23%	0.06%
Bradford	2,449	653	27%	0.08%
Calhoun	1,047	323	31%	0.04%
Columbia	7,617	2,032	27%	0.24%
DeSoto	3,378	935	28%	0.11%
Dixie	1,302	347	27%	0.04%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Franklin	1,226	378	31%	0.04%
Gadsden	4,649	1,434	31%	0.17%
Gilchrist	1,057	282	27%	0.03%
Glades	859	268	31%	0.03%
Gulf	1,304	402	31%	0.05%
Hamilton	1,267	318	25%	0.04%
Hardee	2,507	694	28%	0.08%
Hendry	4,036	1,261	31%	0.15%
Holmes	1,674	368	22%	0.04%
Jackson	4,727	1,458	31%	0.17%
Jefferson	1,378	425	31%	0.05%
Lafayette	598	150	25%	0.02%
Levy	3,809	1,016	27%	0.12%
Liberty	603	186	31%	0.02%
Madison	1,846	463	25%	0.05%
Monroe	14,405	4,116	29%	0.48%
Nassau	7,660	1,794	23%	0.21%
Okeechobee	3,910	1,222	31%	0.14%
Putnam	7,376	1,820	25%	0.21%
Suwannee	4,296	1,078	25%	0.12%
Taylor	1,981	497	25%	0.06%
Union	1,315	351	27%	0.04%
Wakulla	2,480	765	31%	0.09%
Walton	7,437	1,634	22%	0.19%
Washington	1,998	439	22%	0.05%
Small Total	**102,340**	**27,612**	**27%**	**3.20%**
State Total	**2,989,121**	**862,465**	**29%**	**100.00%**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections

Elderly Households

Older households make up an increasing share of Florida's renters in need. Forty percent of low-income, cost burdened renter households are headed by someone age 55 or older—nearly 347,000 households in all. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by Age of Householder and Region, Florida, 2023

	Age of Householder								
Planning and Service Area	15-54	% 15-54	55-74	% 55-74	75-84	% 75-84	85 or Older	% 85 or Older	Total
1) Escambia, Okaloosa, Santa Rosa	15,641	64%	6,661	27%	1,301	5%	981	4%	24,584
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	16,672	71%	5,431	23%	1,083	5%	(X)	(X)	23,612
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	26,468	56%	14,218	30%	4,737	10%	1,654	4%	47,077
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	53,715	61%	25,309	29%	6,224	7%	2,338	3%	87,586
5) Pasco, Pinellas	31,950	50%	20,959	33%	6,498	10%	3,865	6%	63,272
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,240	64%	27,370	26%	6,627	6%	3,371	3%	103,608
7) Brevard, Orange, Osceola, Seminole	88,792	68%	28,399	22%	9,735	8%	2,719	2%	129,645
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	31,125	50%	17,740	29%	8,167	13%	5,176	8%	62,208
9) Indian River, Martin, Palm Beach, St. Lucie	44,267	53%	24,618	29%	9,411	11%	5,910	7%	84,206
10) Broward	60,458	64%	24,530	26%	6,733	7%	3,090	3%	94,811
11) Miami, Monroe	79,513	56%	44,936	32%	12,262	9%	4,833	3%	141,544
State Total	**514,841**	**60%**	**240,171**	**28%**	**72,778**	**8%**	**33,937**	**4%**	**862,153**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low income renter households include at least one person with a disability—an estimated 272,862 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,437 of the cost burdened renter households include children with disabilities.

Table 13. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2023

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	80,581
Householder Age 55 or Older, Adult(s) with a Disability in the Household	159,844
Child(ren) with a Disability in the Household	22,223
Child(ren) and Adult(s) with Disabilities in the Household	10,214
Total	**272,862**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

> *An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)*

Combining several data sources, we estimate that 100,225 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2023

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income (<=60% AMI), cost burdened (>40%) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	91,181	U.S. Census Bureau, 2019 American Community Survey Public Use Microdata Sample; 2021 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	6,576	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2021-6/30/2022. Assumes each adult entrant equals one household.
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021.[2]
Total		**100,225**	

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them. An affordable and available unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

An "affordable" unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.[3] Many "affordable" units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

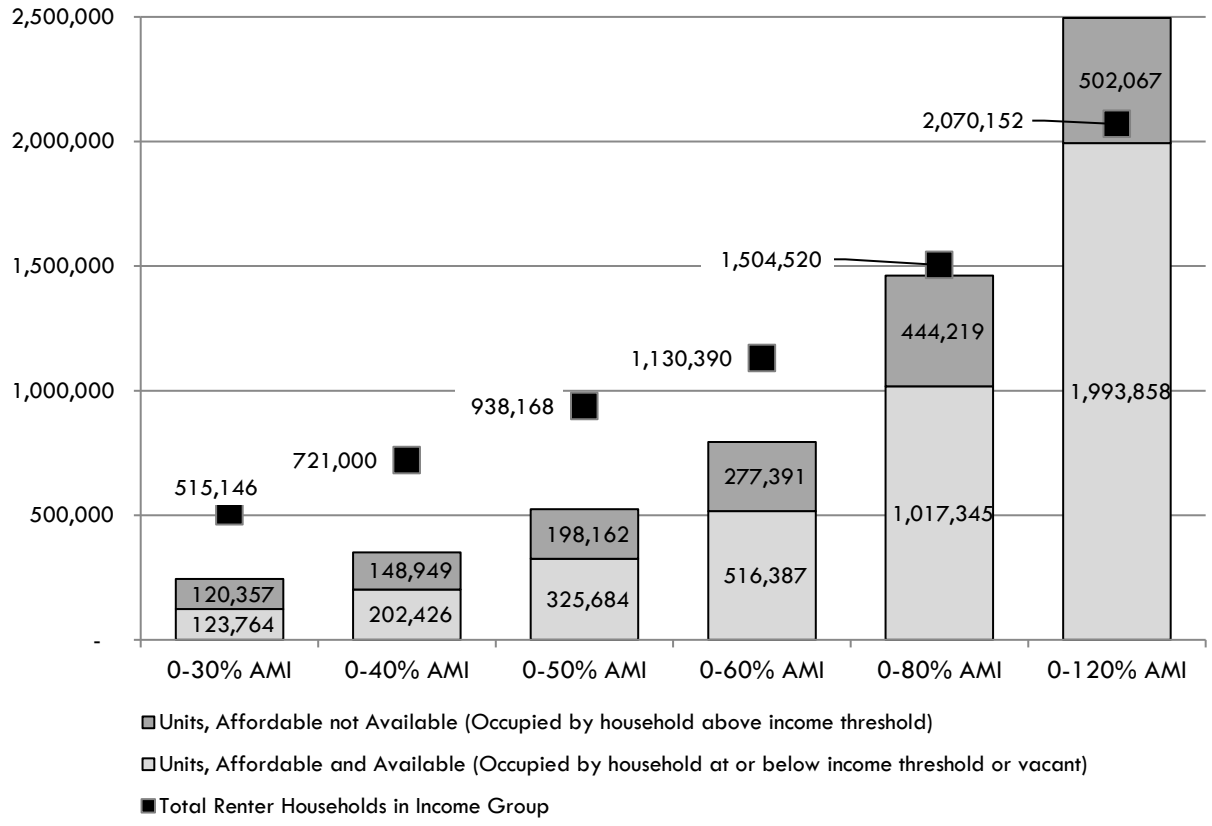
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

[2] Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

[3] For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2022



Source: Shimberg Center tabulation of U.S. Census Bureau, 2022 American Community Survey

Figure 12 shows that for the 0-30 through 0-60 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-80 percent of AMI level, affordable units and renters are roughly in balance. However, there is still a shortage of affordable and available units, since nearly one-third of affordable units are rented by households with higher incomes. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level. Most of the deficit at 0-120 percent AMI is concentrated in Miami-Dade, Broward, and Palm Beach Counties; other regions show a surplus or slight deficit at this AMI level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the Florida Housing Data Clearinghouse under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center created a series of county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the Shimberg Center's website.

The Center provided extensive technical assistance in the use of the Clearinghouse site and custom data requests and reports. Examples included creating a data report on housing needs of ALICE (Asset Limited, Income Constrained, Employed) households in Broward County for a United Way conference and guidebook; providing maps and data on farmworker housing needs in Southwest Florida to USDA staff planning for Hurricane Ian recovery; providing data and materials on the workforce and housing supply to the Florica Council of 100; and providing data and technical support to the Tampa planning staff for the city's ongoing housing needs assessment.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, UF's Florida Institute for Built Environment Resiliency (FIBER), and our peers at other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

In the aftermath of Hurricane Ian, the Shimberg Center provided housing data to HUD and USDA staff assigned to the interagency Federal Disaster Recovery Center in Southwest Florida. Shimberg Research Professor Maria Watson served on the Working Group of the Florida Disaster Housing Task Force convened by the Florida Department of Emergency Management and Florida Housing Coalition. Dr. Watson is continuing to collaborate with Oregon State University to track housing and business recovery from Hurricane Ian.

The Center works with Regional Planning Councils to improve disaster recovery and housing resilience. The Center updated data and mapping tools developed as part of the Tampa Bay Regional Planning Council's

REACH (Resilience and Energy Assessment of Housing and Communities) initiative. We also expanded an affordable housing analysis developed for the East Central Florida Regional Planning Council's HARP (Housing Asset and Resilient Policy) initiative, funded by a resilience grant from the Florida Department of Environmental Protection (FDEP). Both projects involved multi-county assessments of flood hazard exposure for the affordable housing stock, including assisted housing, naturally occurring affordable housing, and mobile homes. The Center is currently working with the Apalachee Regional Planning Council and the Data Center (Southeast Louisiana) to develop new data-sharing tools for long-term disaster recovery and resilience, under a grant from the National Academies of Sciences, Engineering and Medicine (NASEM) Gulf Research Program (GRP). Calhoun and Liberty Counties are serving as pilot areas for the data platform.

At the local level, the Shimberg Center is collaborating with FIBER to analyze flood hazards in Cedar Key and Port St. Joe, with funding from FDEP. The Center and FIBER are developing vulnerability assessments and flood hazard adaptation strategies for community assets, including affordable housing and other residential properties. The assessments rely on building footprint data and multiple flood hazard datasets over three time periods (2022, 2040, and 2070). The projects have also included stakeholder and public outreach.

On the research side, the Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition were selected by HUD to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Our research objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. The Shimberg Center is taking primary responsibility for interviewing renters affected by disasters and documenting their experiences with CDBG-DR and other recovery programs.

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is also collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts.

In 2023 the Center produced a Miami-Dade County Housing Needs Assessment on behalf of Miami Homes for All. The report shows that most Miami-Dade households with incomes below $75,000 per year spend more than 30 percent of income for housing costs, including 90 percent of renters with incomes below $50,000. The report found a gap of approximately 90,000 affordable and available units for renters with incomes below 80 percent of AMI. The assessment includes data on tenure, income, and housing cost burden for municipalities, the unincorporated area, and County Commission districts in Miami-Dade County.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible and inclusive for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

General Technical Assistance and Presentations

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2023 include:

- Assisting local government staff in Alachua, Brevard, and Orange Counties and the Cities of Winter Springs, Jupiter, Tampa, Gainesville, Apopka and Key West in preparing affordable housing assessments and plans.
- Providing data to support affordable development and philanthropic contributions by non-profits operating in Jacksonville, Deltona, Collier County, Port St. Joe, and Broward County.
- Providing data on condominium developments and affordable/available rental housing to Florida legislative staff and research offices.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2023:

- University of Florida Eyeopener Breakfast, Gainesville, February 2023
- Bright Communities Trust Homeownership Equity Initiative Kickoff, Orlando, February 2023
- Stakeholder Workshops for East Central Florida Regional Planning Council Housing Assets and Resilient Policy Phase II, Virtual, February - May 2023
- School of Landscape Architecture and Planning (SLA+P) Research Seminar Series, Gainesville, FL, February 2023
- Development of a resilience evaluation method of localities through operational continuity of hospitals as indicators, Virtual, March 2023
- Brevard County Affordable Housing Summit, Cocoa, May 2023
- Pinellas Historic Preservation Summit + Expo, St. Petersburg, May 2023
- Florida Bar Foundation Housing Umbrella Group, Gainesville, June 2023
- Hurricane Ian Data Workshop, Washington, DC, June 2023
- Gainesville Alachua County Association of Realtors, Gainesville, August 2023
- Big Bend Area ALICE Conference, Tallahassee, October 2023
- Association of Collegiate Schools of Planning, Chicago, October 2023
- National Association of Counties Rural Housing Project, Chicago and virtual, November 2023
- Tampa Bay Partnership, Tampa and virtual, December 2023

Teaching

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- DCP GulfSouth Studio (Architecture/Landscape Architecture/Urban Planning): undergraduate and graduate studio course addressing urban design, environment, and recovery in Cape Coral following Hurricane Ian. Sponsored by the National Academies of Science Gulf Research Program.

The Center is also working with Florida Sea Grant to develop students' leadership in resiliency science, planning, and design. "Capacity Building for Florida Sea Grant: Promoting Coastal Resilience, Adaptation, and Equity in Florida" is a grant to advance education, information, and professional development over the

2022-2023 and 2023-2024 academic years. The grant ultimately will fund a two-year graduate assistantship, 4-6 undergraduate terminal projects, and two design studio courses on these issues. In the first year, the grant funded undergraduate capstone research projects for two students.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2023

	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
County	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	62,936	73%	7,186	23%	5,595	63%	1,608	5%	5,238	357	26,510
Baker	4,963	75%	0	0%	2,448	67%	55	2%	128	4	115
Bay	60,398	59%	19,326	9%	8,530	47%	1,965	17%	5,449	130	12,239
Bradford	5,924	73%	21	67%	2,640	63%	26	23%	61	14	-
Brevard	202,176	72%	35,915	37%	11,254	54%	2,982	23%	7,951	281	27,347
Broward	389,023	77%	253,262	42%	4,136	45%	16,461	16%	48,813	1,621	122,592
Calhoun	2,609	69%	0	0%	1,184	66%	13	23%	40	2	-
Charlotte	80,472	66%	14,441	36%	5,526	41%	1,483	15%	3,461	82	2,613
Citrus	58,137	73%	1,612	37%	15,688	54%	553	10%	1,588	43	1,385
Clay	65,360	75%	2,397	37%	9,487	61%	287	8%	1,003	55	6,043
Collier	104,693	66%	100,635	32%	3,517	37%	1,949	16%	6,118	119	13,849
Columbia	13,625	71%	48	42%	7,729	65%	228	5%	-	39	-
DeSoto	6,006	67%	605	45%	2,698	47%	258	12%	767	31	-
Dixie	2,940	58%	159	8%	3,844	59%	3	33%	6	1	-
Duval	283,283	67%	27,528	39%	9,331	47%	5,140	14%	15,542	695	-
Escambia	103,191	66%	10,415	16%	4,895	44%	4,568	31%	10,795	205	-
Flagler	47,722	75%	4,414	38%	1,665	62%	1,379	14%	-	18	206
Franklin	6,673	39%	432	9%	1,298	52%	7	0%	-	1	-
Gadsden	11,310	66%	0	0%	3,698	57%	149	23%	342	19	313
Gilchrist	2,851	75%	0	0%	2,924	68%	28	39%	69	2	61
Glades	1,820	59%	258	30%	2,210	49%	153	42%	318	1	-
Gulf	6,839	44%	239	2%	1,656	47%	22	5%	71	5	239
Hamilton	2,024	64%	0	0%	1,512	70%	146	60%	-	9	-
Hardee	4,313	67%	0	0%	1,671	47%	201	31%	-	17	-
Hendry	7,400	67%	281	19%	4,515	53%	369	29%	904	18	416
Hernando	68,099	70%	631	48%	11,981	56%	486	8%	1,246	64	3,942
Highlands	34,188	65%	1,345	38%	5,317	42%	799	10%	1,992	59	1,634
Hillsborough	377,627	73%	40,129	40%	13,665	54%	4,616	8%	12,826	878	132,927
Holmes	3,471	68%	0	0%	1,393	62%	15	20%	53	7	175
Indian River	57,444	73%	15,017	39%	1,086	44%	740	10%	2,029	51	3,613

	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
County	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Jackson	10,324	66%	0	0%	3,107	65%	56	13%	217	60	-
Jefferson	2,867	71%	0	0%	1,307	63%	53	26%	178	15	222
Lafayette	1,019	67%	0	0%	826	57%	8	13%	14	1	-
Lake	119,692	74%	3,619	48%	16,301	59%	1,336	8%	3,553	176	15,215
Lee	248,337	66%	84,880	35%	15,789	37%	10,515	20%	23,845	289	33,004
Leon	73,488	71%	5,061	17%	6,747	55%	2,312	7%	6,556	362	32,159
Levy	8,058	72%	238	10%	9,562	62%	68	9%	209	12	423
Liberty	1,397	65%	0	0%	812	47%	61	69%	127	5	-
Madison	3,225	61%	0	0%	1,762	66%	173	57%	414	10	395
Manatee	116,866	70%	35,438	40%	4,679	38%	4,443	18%	10,076	170	21,717
Marion	124,806	70%	2,502	37%	24,737	52%	3,622	38%	8,997	109	8,669
Martin	49,949	77%	14,966	44%	2,933	52%	1,078	13%	2,827	64	4,905
Miami-Dade	383,127	76%	382,264	36%	300	17%	31,605	26%	85,188	3,599	192,751
Monroe	29,353	43%	6,962	18%	4,687	25%	1,759	26%	4,546	46	2,996
Nassau	29,836	74%	4,084	23%	6,274	64%	372	27%	891	27	-
Okaloosa	69,671	65%	13,590	12%	3,351	45%	758	6%	2,664	177	8,584
Okeechobee	7,478	70%	234	26%	5,853	47%	349	30%	896	10	367
Orange	335,605	69%	52,226	25%	6,159	52%	3,983	11%	9,853	1,110	158,879
Osceola	123,632	59%	13,695	15%	5,444	53%	1,044	9%	2,696	925	24,986
Palm Beach	377,170	73%	185,688	41%	3,671	32%	10,197	17%	28,510	855	75,777
Pasco	185,414	71%	11,844	44%	29,478	50%	3,158	38%	5,817	218	17,905
Pinellas	252,465	76%	103,994	47%	17,008	46%	12,435	29%	32,295	873	70,668
Polk	210,605	65%	8,497	32%	31,587	50%	6,706	18%	17,366	285	25,694
Putnam	17,160	66%	198	30%	15,393	53%	150	12%	380	30	1,287
Santa Rosa	63,909	74%	1,751	18%	6,492	49%	666	8%	1,687	57	2,805
Sarasota	155,601	68%	52,813	39%	11,888	40%	4,668	36%	10,857	190	16,936
Seminole	132,134	74%	15,139	35%	1,717	54%	1,148	11%	2,636	208	41,761
St. Johns	99,201	77%	14,562	37%	5,436	60%	1,618	43%	2,860	52	5,319
St. Lucie	117,429	74%	14,571	39%	4,536	51%	1,490	9%	3,385	78	6,351
Sumter	69,490	72%	512	59%	6,458	52%	104	7%	308	23	2,200
Suwannee	6,326	68%	0	0%	6,826	63%	57	2%	125	8	104
Taylor	5,488	58%	90	4%	3,231	52%	22	9%	69	11	344

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Union	1,406	81%	18	11%	1,201	70%	1	0%	-	15	-
Volusia	184,265	71%	28,414	30%	7,371	57%	2,594	15%	7,161	309	25,515
Wakulla	9,250	74%	278	44%	3,397	61%	31	3%	74	5	160
Walton	37,006	43%	10,736	6%	5,285	43%	638	42%	1,089	38	-
Washington	5,075	66%	0	0%	2,639	55%	27	4%	-	1	-
Florida Total	**5,745,641**	**71%**	**1,605,160**	**37%**	**437,337**	**52%**	**155,994**	**21%**	**406,864**	**15,251**	**1,274,074**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Dwelling unit data may be missing for some multifamily developments. Dwelling unit counts are suppressed in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category.

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2022

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	905	0	56	16	15
Baker	86	0	35	0	0
Bay	2,012	0	236	14	8
Bradford	70	0	38	0	2
Brevard	4,045	151	75	5	3
Broward	1,809	156	21	31	14
Calhoun	19	0	37	0	0
Charlotte	2,429	292	38	69	1
Citrus	1,286	0	145	12	0
Clay	1,630	0	118	0	2
Collier	3,312	654	27	4	4
Columbia	184	0	107	0	0
DeSoto	74	0	17	0	0
Dixie	19	0	39	0	0
Duval	5,338	0	59	7	16
Escambia	1,994	28	48	13	6
Flagler	2,014	0	37	122	0
Franklin	129	0	24	1	0
Gadsden	149	0	57	2	0
Gilchrist	101	0	70	0	0
Glades	64	1	16	0	0
Gulf	320	0	53	0	0
Hamilton	28	0	20	0	0
Hardee	42	0	20	2	0
Hendry	434	25	77	22	0
Hernando	1,367	0	114	2	0
Highlands	488	0	22	3	1
Hillsborough	6,638	110	59	7	23
Holmes	33	0	31	0	0
Indian River	1,224	8	7	5	1
Jackson	76	0	62	0	0
Jefferson	69	0	12	0	0
Lafayette	4	0	15	1	0
Lake	4,089	42	114	13	7
Lee	7,432	176	82	183	8
Leon	479	92	32	2	4
Levy	112	0	122	2	0
Liberty	8	0	18	0	0
Madison	35	0	36	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	4,930	122	21	14	5
Marion	4,799	18	178	32	3
Martin	546	2	14	2	2
Miami-Dade	1,614	4,091	0	79	42
Monroe	291	124	2	3	2
Nassau	1,499	4	79	3	1
Okaloosa	1,146	32	72	4	3
Okeechobee	93	0	101	2	0
Orange	3,895	49	42	1	26
Osceola	5,778	118	21	17	11
Palm Beach	3,810	82	13	20	10
Pasco	7,019	8	177	0	6
Pinellas	957	143	43	70	11
Polk	9,235	5	200	21	10
Putnam	161	0	113	0	0
Santa Rosa	2,171	0	133	8	2
Sarasota	3,901	293	31	10	5
Seminole	1,026	0	9	1	5
St. Johns	5,638	27	72	3	5
St. Lucie	5,461	0	10	5	1
Sumter	4,003	0	27	0	2
Suwannee	84	0	116	0	0
Taylor	58	0	53	0	0
Union	31	0	16	0	0
Volusia	3,795	1	45	6	5
Wakulla	391	1	17	0	0
Walton	1,804	0	148	3	2
Washington	66	0	64	0	0
Florida Total	**124,749**	**6,855**	**4,013**	**843**	**274**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2022. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2023 $) BY COUNTY, 2022

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	4,020	$232,841	$328,047	$434,636	776	$129,356	$167,387	$201,795	216	$117,455	$165,576	$206,970
Baker	248	$263,886	$313,042	$402,556	0	$0	$0	$0	63	$121,077	$165,058	$214,214
Bay	5,235	$269,060	$351,848	$475,927	2,100	$320,803	$424,288	$579,463	371	$93,136	$155,227	$201,795
Bradford	230	$155,227	$229,995	$310,454	2	$222,492	$231,806	$241,120	82	$77,614	$157,814	$201,795
Brevard	14,008	$284,583	$359,092	$465,682	2,456	$181,098	$269,060	$444,985	719	$113,833	$165,576	$201,795
Broward	21,258	$398,416	$532,947	$770,134	18,132	$155,227	$226,632	$340,465	291	$131,426	$173,854	$217,318
Calhoun	73	$144,879	$195,586	$264,921	0	$0	$0	$0	10	$72,439	$113,833	$181,098
Charlotte	6,133	$310,351	$397,382	$519,494	1,529	$191,447	$284,583	$388,068	338	$134,427	$170,750	$222,492
Citrus	4,195	$217,318	$279,409	$374,615	154	$160,401	$185,703	$289,757	819	$83,823	$134,530	$190,412
Clay	5,242	$294,932	$358,161	$429,462	177	$148,501	$212,144	$260,782	497	$98,207	$164,541	$238,015
Collier	7,366	$517,424	$716,063	$1,086,590	6,141	$331,151	$454,816	$705,766	106	$181,616	$235,169	$309,420
Columbia	709	$181,616	$263,886	$336,222	11	$139,704	$150,053	$159,367	294	$92,101	$155,227	$222,492
DeSoto	319	$205,935	$264,921	$388,068	47	$186,273	$222,492	$248,364	69	$124,182	$165,576	$217,318
Dixie	159	$117,973	$201,795	$331,151	14	$243,189	$265,439	$388,068	197	$67,369	$124,182	$181,098
Duval	20,507	$227,667	$315,629	$411,663	2,097	$164,437	$217,318	$279,512	361	$78,648	$134,530	$206,970
Escambia	6,771	$211,626	$294,828	$372,545	508	$170,750	$325,977	$627,635	92	$46,827	$87,962	$138,411
Flagler	4,304	$320,337	$377,720	$470,804	374	$279,409	$413,939	$641,606	88	$159,884	$206,400	$263,886
Franklin	382	$274,235	$517,424	$909,631	44	$283,031	$341,500	$574,858	44	$62,091	$116,420	$179,805
Gadsden	424	$137,117	$222,492	$315,629	0	$0	$0	$0	76	$62,091	$95,723	$159,108
Gilchrist	179	$199,726	$306,212	$413,836	0	$0	$0	$0	128	$87,962	$155,175	$218,353
Glades	95	$170,750	$253,538	$322,873	24	$38,807	$64,678	$107,624	118	$117,973	$165,834	$227,667
Gulf	569	$351,848	$491,553	$765,684	8	$427,392	$517,424	$777,792	64	$62,091	$113,833	$188,860
Hamilton	68	$113,833	$181,098	$254,573	0	$0	$0	$0	37	$113,833	$144,879	$181,098
Hardee	166	$144,879	$212,144	$266,991	0	$0	$0	$0	72	$72,957	$105,037	$165,058
Hendry	624	$201,795	$258,660	$310,454	33	$170,750	$205,417	$231,082	144	$119,008	$170,750	$238,015

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hernando	5,426	$258,712	$317,336	$382,894	56	$116,420	$155,227	$181,098	767	$123,147	$162,989	$205,935
Highlands	2,097	$182,133	$243,189	$315,629	152	$109,435	$150,053	$187,307	313	$66,230	$92,101	$133,495
Hillsborough	25,403	$331,151	$405,867	$519,494	3,145	$170,750	$232,841	$341,500	413	$165,576	$227,667	$301,141
Holmes	123	$103,485	$160,401	$222,492	0	$0	$0	$0	31	$36,220	$77,614	$111,246
Indian River	4,126	$305,280	$387,033	$531,912	1,237	$171,267	$253,538	$465,682	44	$91,067	$131,943	$190,671
Jackson	409	$119,008	$181,098	$258,609	0	$0	$0	$0	73	$72,439	$129,356	$170,750
Jefferson	149	$191,447	$289,757	$410,628	0	$0	$0	$0	47	$71,922	$165,576	$227,667
Lafayette	51	$103,485	$180,064	$300,106	0	$0	$0	$0	28	$49,673	$129,356	$199,208
Lake	7,753	$312,524	$388,068	$481,204	403	$98,311	$164,541	$258,712	889	$124,182	$175,924	$227,667
Lee	21,010	$330,106	$418,079	$616,252	6,367	$239,050	$328,254	$454,298	988	$103,485	$150,053	$211,626
Leon	3,991	$191,447	$284,169	$406,695	524	$103,537	$154,192	$235,428	175	$55,882	$87,962	$131,426
Levy	465	$188,342	$259,747	$384,225	35	$150,053	$240,602	$331,151	445	$84,858	$134,427	$191,447
Liberty	39	$93,447	$164,541	$279,305	0	$0	$0	$0	14	$30,011	$49,155	$98,311
Madison	112	$98,828	$168,422	$284,583	0	$0	$0	$0	56	$74,509	$109,953	$180,012
Manatee	10,751	$398,416	$500,866	$683,000	2,879	$219,905	$320,803	$455,333	300	$95,723	$139,704	$196,518
Marion	11,371	$228,805	$286,653	$362,197	303	$103,485	$124,182	$150,053	1,070	$77,614	$130,391	$186,273
Martin	2,870	$388,068	$517,424	$816,288	997	$191,447	$251,365	$362,197	185	$155,227	$195,586	$243,189
Miami-Dade	15,438	$450,159	$569,166	$827,775	28,436	$276,304	$403,591	$615,735	1	$150,053	$150,053	$150,053
Monroe	1,628	$731,120	$1,034,848	$1,733,370	501	$465,682	$698,522	$1,010,012	225	$310,454	$408,558	$620,909
Nassau	2,735	$369,441	$444,467	$605,386	284	$417,561	$606,680	$833,053	238	$141,774	$212,661	$258,712
Okaloosa	5,031	$287,688	$357,023	$465,682	1,109	$332,186	$496,727	$714,045	101	$93,136	$169,612	$209,039
Okeechobee	418	$195,586	$263,886	$362,093	18	$96,241	$129,356	$139,704	454	$67,265	$126,510	$181,098
Orange	19,293	$346,674	$444,985	$594,210	4,008	$155,227	$204,589	$266,991	338	$114,868	$155,227	$206,970
Osceola	13,266	$354,435	$418,079	$516,389	1,478	$191,447	$258,712	$331,151	329	$144,879	$206,970	$274,235
Palm Beach	17,440	$465,682	$646,780	$957,234	13,978	$165,576	$253,538	$398,416	178	$129,356	$155,227	$216,283
Pasco	17,762	$284,583	$379,220	$488,448	1,113	$119,008	$155,227	$204,900	1,858	$77,614	$122,112	$181,098

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	12,786	$331,151	$426,513	$594,934	7,497	$186,273	$259,643	$429,462	977	$93,136	$134,530	$175,924
Polk	20,853	$288,723	$341,603	$403,591	786	$124,182	$158,177	$217,318	1,828	$93,136	$142,033	$196,518
Putnam	834	$150,053	$227,097	$315,629	19	$232,841	$284,583	$315,629	581	$76,475	$124,182	$181,098
St. Johns	9,893	$413,939	$520,011	$688,174	1,047	$258,712	$341,500	$525,703	270	$175,924	$243,189	$289,757
St. Lucie	10,797	$334,152	$396,761	$468,890	1,148	$186,273	$284,583	$491,553	211	$150,053	$201,795	$248,364
Santa Rosa	5,205	$294,932	$363,697	$467,648	143	$341,396	$486,379	$746,125	205	$81,753	$124,078	$175,924
Sarasota	10,491	$388,068	$497,762	$683,000	3,752	$284,583	$380,824	$620,909	592	$133,495	$167,697	$212,144
Seminole	7,627	$332,807	$413,939	$527,772	1,255	$153,157	$187,825	$235,428	89	$119,008	$169,715	$227,667
Sumter	7,817	$330,634	$405,453	$512,250	32	$129,615	$230,202	$243,189	305	$79,994	$139,704	$196,621
Suwannee	312	$159,884	$230,254	$300,623	0	$0	$0	$0	276	$89,514	$155,175	$221,975
Taylor	252	$117,559	$181,098	$305,280	6	$250,433	$277,857	$361,162	102	$93,136	$128,839	$193,517
Union	44	$202,830	$243,189	$324,942	0	$0	$0	$0	32	$71,922	$152,640	$187,463
Volusia	12,162	$284,583	$351,848	$434,636	2,455	$165,576	$289,757	$486,379	335	$132,461	$170,750	$227,667
Wakulla	791	$206,970	$317,698	$397,382	26	$172,820	$242,672	$315,629	140	$76,941	$134,013	$181,098
Walton	3,495	$455,230	$723,359	$1,497,528	1,252	$434,636	$619,874	$874,447	141	$98,311	$162,989	$222,492
Washington	211	$139,704	$201,174	$279,409	0	$0	$0	$0	73	$77,614	$124,182	$150,053
Florida Total	**396,011**	**$310,454**	**$403,591**	**$560,577**	**121,068**	**$195,586**	**$300,106**	**$460,000**	**21,013**	**$95,206**	**$150,053**	**$206,970**

Source: Florida Department of Revenue, Sales Data File. Includes home sales that took place in 2022, the most recent full year with data available. Arms-length sales only. Home prices adjusted to 2023 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Martin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastion-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		**-391,382**	**-518,574**	**-612,484**	**-614,003**	**-487,175**	**-76,294**

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.

Summary: New "opt-out" for the 80-120% AMI missing middle property tax exemption

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Ryan McKinless, Policy Analyst, mckinless@flhousing.org

The Live Local Act created a new affordable housing property tax exemption (called the "missing middle" property tax exemption or "Multifamily Middle Market" exemption) that provides two different tiers of exemptions for developments that have 71 or more affordable units to households that earn up to 120% of the Area Median Income (AMI). Units within an eligible development that serve households between 80-120% AMI can receive a 75% property tax exemption and units that serve households below 80% AMI can receive a 100% property tax exemption.

The 2024 Legislative Session's tax package (HB 7073) newly grants taxing authorities the ability to opt out from providing the 80-120% AMI "missing middle" property tax exemption to developments within their jurisdiction that would otherwise qualify. To be eligible for this opt out, taxing authorities would be required to meet certain statistical and administrative requirements. Conditions that must be met for a taxing authority to opt out from providing the 80-120% AMI missing middle property tax exemption include the following:

- The taxing authority must be in a county in which the number of affordable and available units for households at or below 120% AMI is greater than the number of households at that income level, as determined by the most recent Shimberg Center for Housing Studies Annual Report.
- An ordinance or resolution to opt out from providing the property tax exemption must be approved by a two-thirds vote of the local governing body.
- The ordinance or resolution must be renewed annually by January 1.
- Any properties within an opting out jurisdiction that were previously approved for the property tax exemption would be allowed to continue to benefit from the exemption.

To help forecast the possible use of this new opt-out policy throughout the state, the following charts provide a breakdown of counties in which taxing authorities would or would not be eligible to pursue the opt out. This was determined by referencing the most recently published Shimberg Center for Housing Studies Annual Report. The counties are grouped according to size designations that are determined by the Shimberg Center to gauge need and are also used by the Florida Housing Finance Corporation to determine how to statewide affordable housing funding resources are allocated. Large counties have

populations of 850,000 or more, medium-sized counties have a population between 100,001-824,999, and small counties populations of 100,000 or less.

Small Counties	
CAN opt out	**CANNOT opt out**
Baker	**DeSoto**
Bradford	**Glades**
Calhoun	**Hardee**
Columbia	**Hendry**
Dixie	**Monroe**
Franklin	
Gadsden	
Gilchrist	
Gulf	
Hamilton	
Holmes	
Jackson	
Jefferson	
Lafayette	
Levy	
Liberty	
Madison	
Nassau	
Okeechobee	
Putnam	
Suwannee	
Taylor	
Union	
Wakulla	
Washington	

Medium Counties	
CAN opt out	CANNOT opt out
Alachua	Charlotte
Bay	Citrus
Brevard	Collier
Clay	Escambia
Hernando	Flagler
Indian River	Highlands
Lake	Santa Rosa
Leon	Volusia
Manatee	
Marion	
Martin	
Okaloosa	
Osceola	
Pasco	
Polk	
St. Johns	
St. Lucie	
Sarasota	
Seminole	
Sumter	

Large Counties	
CAN opt out	**CANNOT opt out**
Duval	**Broward**
Hillsborough	**Miami-Dade**
Orange	**Palm Beach**
Pinellas	

Planning Board minutes from

September 12, 2024
October 29, 2024

ITEM:

PZ-2024-095

Land Development Code (LDC) Amendment

Live Local Act

Recommended for Approval (7-0)

Vote was called, and the item was approved (7-0). Mr. Railsback inquired if there was a motion and a second. There was a statement that the motion had been made.

After agenda item PZ-2024-000082 – Land Development Code Amendment, Live Local Act, it was determined that a motion had not been made on this item.

Chairman Thomas asked for a motion.

Mr. Scudiero motioned to approve PZ-2024-000081-Land Development Code Amendment, Electronic Changeable Copy Signage. Mr. du Moulin seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2024-000082 – Land Development Code Amendment, Live Local Act

Mr. Steven Spraker, Planning Director, stated that this is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code, to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes. Mr. Spraker stated that the city contracted with Zev Cohen and Associates to review the Live Local Act which was provided within the board packet. He highlighted the key aspects of the Live Local Act ordinance as follows:

1. Creation of a purpose and intent.
2. Excludes existing planned developments and any golf course lands.
3. Projects seeking to use the Live Local Act must record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability. The LURA shall have a 40-year term.
4. Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, the use specific standards, lot and dimensional standards, and all other regulations about site design, stormwater retention, Base Flood Elevation (BFE), and compensating storage.

Mr. Spraker stated that staff is recommending approval and with or without the Ordinance, the Live Local Act would apply.

Board Discussion and Questions

Ms. Shull asked for a brief summary of the 2024 updates of the Live Local Act.

Mr. Galloway noted that there is some push back from communities on the Live Local Act. He stated that he expected some changes to the legislation on the state requirements.

Mr. Spraker referred to page 7 of the Zev Cohen report for the 2024 updates. He stated that jurisdictions must consider parking reductions within a ¼ mile of a transit stop. Mr. Spraker added that the update also provided tax credit benefits for eligible projects.

Mr. Jorczak asked if Volusia County has taken a position on the Live Local Act. Mr. Spraker stated that he is not aware of a specific Volusia County position on this

legislation. He continued that he believes that Debary has been active in opposing the Live Local Act and seeking changes.

Mr. Jorczak reviewed an article from the Orlando Sentinel and read portions of it aloud:

> *"Osceola opts out of incentive program. County says it has sufficient housing for middle-income renters under state guidelines.*
>
> *Joining a growing list of municipalities across the state, Osceola County has decided to opt out of a program that uses tax incentives to boost affordable housing.*
>
> *The Board of County Commissioners voted swiftly and unanimously Monday that Osceola will no longer provide property tax exemptions under Florida's Live Local Act, a law enacted in 2023 that aims – among other things – to encourage developers to build more affordable apartments and keep their rents low.*
>
> *Osceola's decision, allowed under the legislature's 2024 modification to the act, comes after Lake County, Seminole County, Winter Park, and Maitland did the same, as have other municipalities around the state. The cities and counties complained that they were losing too much tax revenue to the tradeoff."*

Mr. Jorczak questioned if this has been reviewed as part of this item and the provision of affordable housing within the city or is this is something the city would do at a later date.

Mr. Spraker stated that tax incentive program was not part of the analysis. He said that staff can go back to Zev Cohen and request this analysis. Mr. Jorczak suggested that this portion of the Live Local Act should be reviewed before this item is acted upon. Mr. Spraker concurred.

Ms. Shull inquired about planned developments and golf courses. Mr. Spraker responded that the proposed Ordinance would exclude planned developments and golf courses from being eligible for the Live Local Act. He added that the golf course lands within the city have residential land uses. Mr. Spraker continued that there was concern that a golf course could state that they were mixed-use and explained that this Ordinance seeks to clarify that they would not be eligible for the Live Local Act.

Ms. Shull asked if any of the 2024 changes impacted the Live Local Act. Mr. Spraker confirmed that there were changes to the Live Local Act in 2024. He stated that staff can go back and get additional information for the Board and bring that information back.

Mr. Galloway stated that he believes that this will be a subject matter in the legislative session.

Public Comments

Ms. Jennifer Bright, 221 Arlington Way, asked how Agenda 21, also known as sustainable development, gets into Ormond Beach. She answered and explained through grants, monies that contain stipulations or implementation practices that are primarily the doorway for sustainable development. Ms. Bright stated that these stipulations often require more growth boundaries, income integration through low

income housing demands, reduce vehicle usage, livability principals, and other forms of social engineering. She noted that NGOs, including IGLYO, the American Farmland Trust, and the American Planning Association, have close ties to DOT, EPA and HUD sustainability initiatives and promote Agenda 21 through their regional and community work, conservation easements and funding. Ms. Bright stated that federal agency acts have so expanded that individual rights are losing way to baseless and often exaggerated findings. She continued that the solutions to their findings often require fines, taxes, property right infringement or the outright transfer of private lands to government.

Ms. Bright stated that the survey given contains unfair questions that do not communicate all of the resident's options and the consensus meetings that have been conducted illicit responses that support city goals other than the community's desires. She added that zoning regulations originating with the American Planning Association and others often contain language that establishes legal framework for Agenda 21. Ms. Bright commented that this is because HUD and various federal agencies and firms finance the costs of the APA growth smart guidebook, second edition.

Ms. Bright continued that conservation easements often contain ill vague clauses that severely restrict property owners' rights and reduce property values and favor the land trust for future contract changes. She stated governments and agencies consume more and more land by claiming for the greater good. She stated in fact Agenda 21, sustainable development, implements a misguided program that is harmful to all. Ms. Bright stated as Albert Allen Bartlett said smart growth destroys the environment, dumb growth destroys the environment. She continued the only difference is that smart growth does it in good taste. Ms. Bright concluded that it is like booking passage on the Titanic, whether you go first class or steerage, the result is the same. She thanked the Board.

Ms. Connie Colby, 108 Roble Lane, stated that she was at the County when this issue was discussed and lost taxes. She was not aware that the County has followed through on this topic yet. Ms. Colby stated that it sounds like the only people that would be exempt would be residential homes because most of this is about multi-family. She stated the other thing she has noted is the development of housing only for rent and not for sale. Ms. Colby also noted that people are buying houses to take control of areas and renting the properties. She was supportive of the concept presented by Mr. Jorczak to opt out of the program if possible. Ms. Colby expressed concern that the Live Local Act could be an issue with lost tax revenue. She stated that she did receive zoning maps from staff and some allow multi-family.

Board Discussion

Mr. Jorczak recommended that this item be continued to allow staff additional time to research the questions presented. Chairman Thomas sought direction form staff. Mr. Spraker stated that they would withdraw the item for tonight and once the item is brought back to the board, staff would re-advertise the agenda item.

The Planning Board agreed to the withdraw of the agenda item.

Mr. Galloway stated that he is a huge property rights individual and thanked Ms. Bright for her comments.

Mr. Railsback clarified that this agenda item was based on state law and the city did not initiate the Live Local Act.

Chairman Thomas expressed concern about federal and state mandates that impact local jurisdictions.

D. PZ-2024-000083 – Land Development Code Amendment, Accessory Uses, Outdoor Activities

Mr. Steven Spraker, Planning Director, stated that 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. Mr. Spraker stated reviewed the amendment including the type of temporary outdoor activities:

1. Retail special events (sidewalk and tent sales);
2. Seasonal or holiday items (Christmas trees or pumpkin sales);
3. Non-Profit (car wash, running events, outdoor church activities, community events); and
4. Corporate outdoor events (for businesses and corporations – no sales or public).

Mr. Spraker stated the section had be re-organized and had common submittal requirements for all outdoor activities.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.
Ms. Shull asked if two properties side by side desired to have a special event. Mr. Spraker responded that each property would need to obtain a special event permit.

Public Comments

Ms. Connie Colby, 108 Roble Lane asked if Central Park would be allowed. Mr. Spraker responded that special events can occur in city parks and provided examples of the Celtic festival or movie nights. He stated that there could be a movie night at Central Park with a special event permit.
Mr. Railsback added that this ability has existed and that section is not being changed. Mr. Spraker confirmed that Mr. Railsback was correct.

Chairman Thomas questioned that Ms. Colby could come to the public hearing and present any concerns. Mr. Spraker clarified that these outdoor activities do not go through a public hearing review and Ms. Colby would need to address any concerns to the city Leisure Services Department. Mr. Spraker stated there are permanent outdoor activities that would require a Special Exception, but this portion of the Land Development Code is for temporary special events that are approved by staff.

Board Discussion and Questions

Mr. Galloway inquired about car and bike washes during special events and recalled past discussions on the topic. Mr. Spraker confirmed that portions of the section remains unchanged and car and motorcycle washes during recognized special events are not allowed.

V. APPROVAL OF MINUTES

September 12, 2024

Chairman Thomas entertained a motion to approve the September 12, 2024 Minutes.

Mr. Jorczak moved to approve the September 12, 2024 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

Mr. Steven Spraker, Planning Director, stated that there is a neighborhood meeting tomorrow evening, October 30, 2024, for Little Tomoka Village site plan at Coquina Presbyterian Church, 2085 West Granada Boulevard. The project will come before the Planning Board in December 2024.

Mr. Spraker continued that the two Land Development Code amendments were approved on first reading for the electronic changeable copy signs and outdoor activity. The second reading of the items will be on November 06, 2024.

VII. PUBLIC HEARINGS

A. PZ-2024-000082 – Land Development Code Amendment, Live Local Act

Mr. Steven Spraker, Planning Director, stated this is a Land Development Code (LDC) administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the state-required legislation -Live Local Act, as provided in Florida Statutes. Mr. Spraker continued that at the last Planning Board meeting, there was discussion of the tax-opt out provision of the Live Local Act. Zev Cohen assisted the city in additional analyses. There are two separate parts of the Live Local Act, first being the LDC amendment, second, the opt-out provision, a resolution or ordinance to be adopted separately. To opt-out, it must be demonstrated that there is enough affordable housing in the City and County. Mr. Spraker stated that both Ormond Beach and Volusia County are not eligible to opt-out at this time. He explained that there is an additional study, the Shimberg Center for Housing Studies, that will come out in December 2024, which could change the eligibility for opt-out.

Mr. Spraker stated that the LDC implements the state-required Live Local Act and creates a purpose and intent, excludes existing planned developments and any golf courses. He continued that it requires a declaration of covenants and restrictions sand reinforces the other provisions of the LDC still apply, including the wetlands, floodplains, and dimensional standards.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Railsback commented that he is satisfied and trusts that Zev Cohen, at the direction of the city and Board, did a thorough review.

Mr. Jorczak stated that once at the stage where it is an option, he is interested in comparison numbers to the option in terms of the need and can address it at that time.

Mr. du Moulin concurred with Mr. Jorczak.

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

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-04

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, RESERVED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO PROVIDE REGULATORY GUIDANCE IN ACCORDANCE WITH THE LIVE LOCAL ACT AS PROVIDED IN FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This is an ordinance regarding the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is an ordinance regarding the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

        None. This is an ordinance regarding the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is an ordinance regarding the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.

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

January 7, 2025 - City Commission

Number: 8.J

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2025-30
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ellianos Coffee, 353 West Granada Boulevard, Special Exception		
Summary:	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 Shopping Center parking lot to construct an approximately 800-square-foot freestanding 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 2 waivers as part of this Special Exception application: **1)** a waiver/modification to landscaping buffers on the west side property line, and **2)** required vehicle stacking requirements. The Planning Board recommended denial of the application at the November 14, 2024, meeting by a vote of 1-3. Planning Board members expressed concerns that the project would worsen traffic conditions on West Granada Blvd. Background: The proposed project is within a Transportation Concurrency Exception Area that does not require traffic impact studies. The 800 square foot building would not generate enough trips outside a Transportation Concurrency Exception Area to require a traffic study. The peak hour trip generation of the proposed coffee use is different from the peak hour trip generation of the retail shopping center and restaurants within the shopping center. The project would be required to perform a major		

	re-design of the Winn-Dixie parking lot geometry to eliminate the requested Special Exception modifications and re-submit it for approval to the Site Plan Review Committee if the Special Exception is denied.
Financial Impact:	None
Citizen Impact:	No negative citizen impacts are anticipated. Drive-through restaurants generate a number of drive-by trips. Drive-by trips are those that occur while drivers are on their way to the primary destination, such as school or work.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **DENIAL** of the Special Exception Redevelopment Plan to allow the re-purposing of a portion of the Winn-Dixie Shopping Center parking lot to construct an approximately 800-square-foot freestanding dual drive-through only coffee shop and associated site improvements at 353 West Granada Boulevard.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 25-30 Ellianos Coffee, 353 WGB, SE (P24-0231G) 2. Ellianos Coffee, 353 WGB, SE Redevelopment 3. Exhibit A, Legal Description, 353 WGB, Ellianos 4. Exhibit B, Conditions, 353 WGB, Ellianos 5. Exhibit C, Site Plans, 353 WGB, Ellianos 6. 11.14.24 PB Staff Report, 353 WGB Ellianos (8.5X11) 7. Draft Planning Board minutes, Ellianos Coffee, SERP
Approval:	Kelly McGuire, Finance Director 12/16/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/16/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-30

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REDEVELOPMENT PLAN REGARDING "ELLIANOS COFFEE" PROPOSED TO BE LOCATED AT 353 WEST GRANADA BOULEVARD; WITHIN THE B-4, CENTRAL BUSINESS, ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Gmuer Engineering, LLC, a Florida limited liability company, ("Applicant"), with authorization of the property owner, KJUMP Incorporated, a Florida profit corporation, has applied for the issuance of a Development Order for a Special Exception Redevelopment Plan to allow the redevelopment of a portion of the Winn Dixie Shopping Center parking lot located at 353 West Granada Boulevard, Ormond Beach, within the Downtown Overlay District, within the B-4 (Central Business) zoning district (the "Property"), and

WHEREAS, the redevelopment plan seeks to re-purpose of a portion of the Property to construct an approximately 800-square-foot, free standing, dual drive-through only coffee shop and associated site improvements, within the B-4, Central Business, zoning district, and

WHEREAS, the redevelopment plan, as proposed, would require landscaping buffer modification and a vehicle stacking requirement waiver, and

WHEREAS, Section 2-70(m) of the City of Ormond Beach *Land Development Code* ("*Land Development Code"*) allows for deviations to be granted on properties located within the Downtown Overlay District as a Special Exception Redevelopment Plan, and

WHEREAS, the said application is in compliance with all other applicable provisions of *Land Development Code* and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on November 14, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee; and

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The proposed 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 B-4, Central Business, 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 development 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; and

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Development Order for a Special Exception Redevelopment Plan to allow the re-purposing of a portion of the Winn-Dixie Shopping Center parking lot to construct an approximately 800-square-foot, free standing, dual drive-through only coffee shop and associated site improvements, located at 353 West Granada Boulevard, Ormond Beach, within the Downtown Overlay District, within the B-4 (Central Business) zoning district, on the real property described in the Special Exception Redevelopment Plan Development Order, a copy of which is attached hereto and incorporated by reference.

SECTION THREE. The requested landscape modification and vehicle stacking requirement waiver, as described and depicted in the Special Exception Redevelopment Plan Development Order attached hereto, are hereby approved.

SECTION FOUR. A certified copy of this Resolution and the executed original Special Exception Redevelopment Plan Development Order shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED 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:**	Gmuer Engineering, LLC, a Florida limited liability company, with authorization of the property owner, KJUMP Incorporated, a Florida profit corporation
	Application No.	PZ-2024-109
	Project Name:	"Ellianos Coffee" Special Exception Redevelopment Plan
	Property Address:	353 West Granada Boulevard
	Parcel ID No.:	4241-01-12-0060

SPECIAL EXCEPTION
REDEVELOPMENT PLAN
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on 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 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 B-4, Central Business 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 development 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; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Gmuer Engineering, LLC, a Florida limited liability company ("Applicant"), with authorization of the property owner, KJUMP Incorporated, a Florida profit corporation (the “Property Owner”), for a Special Exception Redevelopment Plan to allow for redevelopment of a portion of the Winn Dixie Shopping Center parking lot, located at 353 West Granada Boulevard, Ormond Beach, within the Downtown Overlay District, within the B-4 (Central Business) zoning district, on that real property described in Exhibit “A” attached hereto and incorporated by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception Redevelopment Plan Development Order;

2. Full and complete compliance with the Special Conditions as described in Exhibit “B”; and

3. Full and complete compliance with the Applicant’s Site Plan as described in Exhibit “C”.

B. The final plans for the redevelopment of the Winn Dixie Shopping Center parking lot are attached as Exhibit "C" attached hereto and incorporated herein by reference shall be consistent with and all the conditions listed in Paragraph A hereof.

C. No material change shall be made to the final plans for this Special Exception Redevelopment Plan without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Redevelopment Plan Development Order.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Special Exception Redevelopment Plan Development Order approved for this development project, and of the *Land Development Code*.

E. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception Redevelopment Plan Development Order, such Officer shall promptly present such determination to Special Magistrate for hearing.

F. If this Special Exception Redevelopment Plan is abandoned for a period of six (6) months, a zoning approval for a new use, subject to Special Exception requirements, shall not be issued until the Site Plan Review Committee determines that all of the conditions of Chapter I, Article II, Section 1-14(3)(c) of the *Land Development Code* have been met.

G. In the event a building permit has not been issued within twenty-four (24) months, which date shall be January 7, 2027, then this Special Exception Redevelopment Plan 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. If a building permit is issued on or before January 7, 2027 the project shall be vested.

H. This Special Exception 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. and incorporated herein by reference. (Parcel ID No.: 4241-01-12-0060)

ORDERED this 7th day of January, 2025.

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION (from Ellianos site plan)

LEGAL DESCRIPTION (OFFICAIL RECORDS BOOK 5385 PAGE 284)

TRACT 1:
A PORTION OF THE MAP OF THE HENRY YOUNG GRANT IN ORMOND, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, ACCORDING TO THE ASSESSOR'S MAP THEREOF AS RECORDED IN MAP BOOK 2, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD (100-FOOT RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET (40-FOOT RIGHT-OF-WAY); THENCE NORTH 25°33'41" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET A DISTANCE OF 155.00 FEET TO-A POINT AND THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE NORTH 25°33'41" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET A DISTANCE OF 473.72 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET WITH THE SOUTHERLY RIGHT-OF WAY LINE OF LINCOLN AVENUE (50-FOOT RIGHT-OF-WAY); THENCE NORTH 64°36'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE A DISTANCE OF 480.00 FEET TO A POINT; THENCE SOUTH 25°33'41" EAST, AND LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE, A DISTANCE OF 234.84 FEET TO A POINT; THENCE NORTH 64°35'03" EAST A DISTANCE OF 196.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL (100-FOOT RIGHT-OF-WAY); THENCE SOUTH 26°27'21" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID THOMPSON CREEK CANAL A DISTANCE OF 259.96 FEET TO A POINT; THENCE SOUTH 25°07'30" EAST AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL, A DISTANCE OF 38.57 FEET TO A POINT; THENCE SOUTH 64°26'19" WEST, AND LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL, A DISTANCE OF 195.48 FEET TO A POINT; THENCE SOUTH 25°33'41" EAST A DISTANCE OF 146,16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRANADA BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD AND ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1960.08 FEET AND A CENTRAL ANGLE OF 08°07'17", AN ARC DISTANCE OF 277.83 FEET TO A POINT; THENCE NORTH 25°33'41" WEST, AND LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD, A DISTANCE OF 163.06 FEET TO A POINT; THENCE SOUTH 61°26'19" WEST A DISTANCE OF 211.00 FEET TO POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

EASEMENTS FOR THE BENEFIT OF TRACT 1 AS SET FORTH IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED RIG OFFICIAL RECORDS BOOK 2473, PAGE 935; AND FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 222, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOCATION MAP



PARCEL ID:	4241-01-12-0060
OWNER:	KJUMP INCORPORATED, A FLORIDA PROFIT CORPORATION
APPLICANT:	GMUER ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WITH AUTHORIZATION OF THE PROPERTY OWNER, KJUMP INCORPORATED, A FLORIDA PROFIT CORPORATION
SPECIAL EXCEPTION REDDEVELOPMENT PLAN ADDRESS:	353 WEST GRANADA BOULEVARD, ORMOND BEACH, FL 32174

EXHIBIT “B”

Ellianos Coffee Special Exception Redevelopment Plan Conditions

1. **Landscape modification.** Section 3-06 of the City’s Land Development Code (LDC) requires landscaping buffers on all sides of the property. The west side property line requires a 6-foot landscaping buffer. There is currently no landscaping in this area and due to existing drive aisles, the applicant has requested to install these required plantings in other portions of the site. The landscape modification, as shown in Exhibit “C”, is hereby granted.

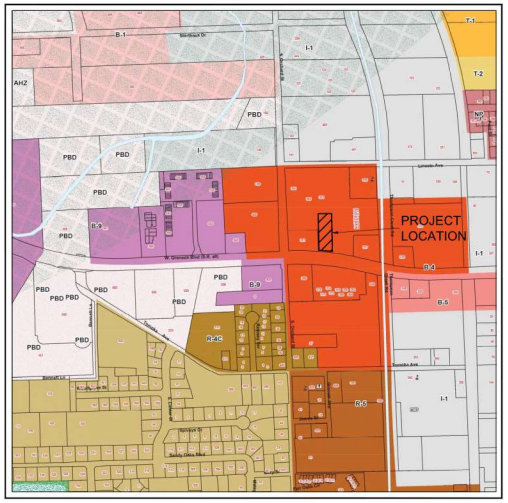
2. **Vehicle stacking.** Section 3-35 of the Land Development Code regulates vehicle stacking requirements. Based on the proposed use of “Restaurants, drive-through”, the applicant is required to have 6 vehicles per service lane that do not impact other drive aisle areas. The applicants request to allow 5 vehicles stacking on each drive through lane, as shown in Exhibit “C”, is hereby granted.

3. **Access from West Granada Boulevard.** No vehicle drive through access shall be permitted directly from West Granada Boulevard.

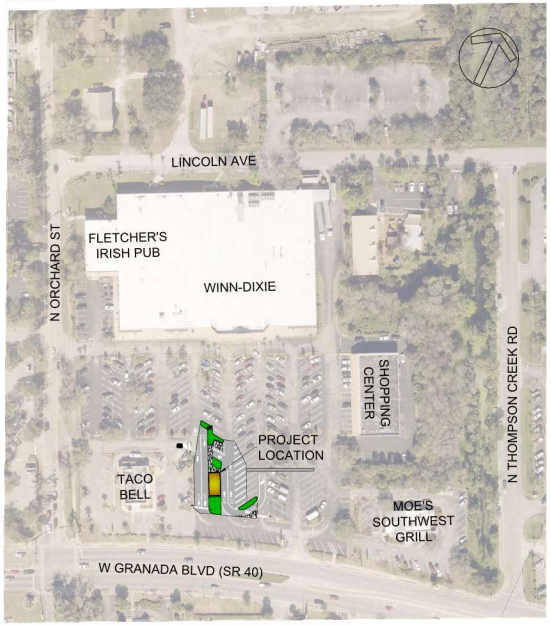
ELLIANOS

ORMOND BEACH

GRANADA BLVD



LOCATION MAP
NOT TO SCALE



SITE PLAN MAP
NOT TO SCALE

PROJECT INFORMATION

PROJECT NAME ELLIANOS ORMOND BEACH

LOCATION PID# 4241011120060
541 W GRANADA BLVD
ORMOND BEACH, FL 32174

PROPERTY OWNER KJUMP, INC.
133 NEPTUNE AVE
ORMOND BEACH, FL 32176

CLIENT CONTACT TREVOR HICKMAN
(386) 365-5829 - Trevor.Ellianos@outlook.com
164 SW KEVIN GLN
LAKE CITY, FL 32024

CIVIL ENGINEER CHRISTOPHER A. GMUER, PE
GMUER ENGINEERING, LLC
(352) 281-4928 - chrisg@gmueneng.com
2603 NW 13TH ST BOX 314
GAINESVILLE, FL 32609

LANDSCAPE ARCH BRIAN D. BORTON
BORTON DESIGN, INC.
(904) 234-6510 - bdb@bortondesign.com
1364 N KYLE WAY
SAINT JOHNS, FLORIDA 32259

SITE AREA 7.81 AC
ZONING B-4
FLU GENERAL COMMERCIAL (GC)

SOILS MAP FROM WEBSOILS

LEGAL DESCRIPTION (OFFICIAL RECORDS BOOK 5385 PAGE 284)

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PROPOSED USE SHOPPING CENTER
SETBACKS FRONT 15 FT
REAR 20 FT
SIDE 10 FT
STREET SIDE 20 FT
WATERBODY 30 FT

REQ. PARKING 1 PARKING SPACE PER 225 SF OF INTENSIVE RETAIL SALES (LEASABLE SHOPPING CENTER)
20% MULTIMODAL REDUCTION
CALCULATION 86,300 SF GROCERY STORE
10,100 SF RETAIL STRIP
640 SF PROPOSED COFFEE SHOP
97,264 SF TOTAL
433 SPACES X 20% REDUCTION
347 REQUIRED PARKING SPACES

PROP. PARKING 331 EXISTING ON-SITE SPACES
104 EXISTING OFF-SITE SPACES
24 SPACES REMOVED BY PROJECT
411 SPACES NET REMAINING

BUILDING DATA TABLE

TYPE OF CONSTRUCTION V
STORIES 1
SF 820
FFE 108.00
HEIGHT 17'-0"



ellianos

Christophe
r A Gmuer
2024.10.29
16:43:29
'00'04-

ELLIANOS ORMOND BEACH STATEMENT OF INTENT

THE PROJECT WILL BE LOCATED ON THE EXISTING WINN-DIXIE PROPERTY AT 353 W GRANADA BLVD, ORMOND BEACH, FL 32174. THIS WOULD INVOLVE REDEVELOPING A PORTION OF THE EXISTING PARKING LOT IN ORDER TO CONSTRUCT AN ±800 SF FREE STANDING DUAL DRIVE THROUGH BUILDING. MODIFICATIONS WOULD INCLUDE: DEMOLISHING A PORTION OF THE EXISTING PARKING LOT, CONSTRUCTING THE BUILDING, CONSTRUCTING THE DRIVE THROUGH LANES, MODIFYING ASSOCIATED PARKING SPACES, LOCATION OF THE DUMPSTER, AND TRENCHES FOR UTILITY SERVICE CONNECTIONS. THE DUAL SIDED DRIVE THRU IS TO SERVE BEVERAGES AND THE LEFT SIDE MAY HAVE SECOND FOOD PICKUP WINDOW TOWARDS REAR. ELLIANOS COFFEE IS A DUAL SIDED DRIVE THRU ONLY BUILDING.

SHEET INDEX

C-000	COVER & SHEET INDEX
C-010	NOTES & LEGEND
C-050	DEMOLITION PLAN
C-090	MASTER PLAN
C-091	DRIVE THROUGH STACKING PLAN
C-100	SITE, PAVING, GRADING, & DRAINAGE PLAN
C-250	SITE DETAILS
C-300	UTILITY PLAN
C-350	CITY WATER DETAILS
C-351	CITY WASTEWATER DETAILS
LS-01	LANDSCAPE PLAN
LS-02	IRRIGATION PLAN
LS-03	LANDSCAPE SPECIFICATIONS / DETAILS
1 OF 1	SPECIFIC PURPOSE SURVEY
1 OF 1	OVERALL ALTA SURVEY
A1	ARCHITECTURAL FLOOR PLAN
A6	ARCHITECTURAL EXTERIOR ELEVATIONS
A6.1	ARCHITECTURAL EXTERIOR ELEVATIONS
A8	ARCHITECTURAL MECHANICAL ROOF SCREENING

PRELIMINARY

PRICING: BUDGETING

CONSTRUCTION:

PERMITTING / DESIGN REVISIONS:
2023-09-20 30% PLAN
2023-12-05 30% PLANS FOR DESIGN TEAM COORDINATION
2024-03-26 60% PLANS FOR DESIGN TEAM COORDINATION
2024-04-08 90% PLANS FOR CITY RESUBMITTAL
2024-04-26 90% PLANS FOR CITY RESUBMITTAL
2024-05-16 100% PLANS FOR CITY RESUBMITTAL
2024-10-29 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

CHRISTOPHER A. GMUER LICENSE No. 71599 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Christopher A. Gmuer, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Gmuer ENGINEERING
gmueneng.com (352) 281-4928
2603 NW 13th ST, Box 314 - Gainesville, FL 32609
FL CA # 31635

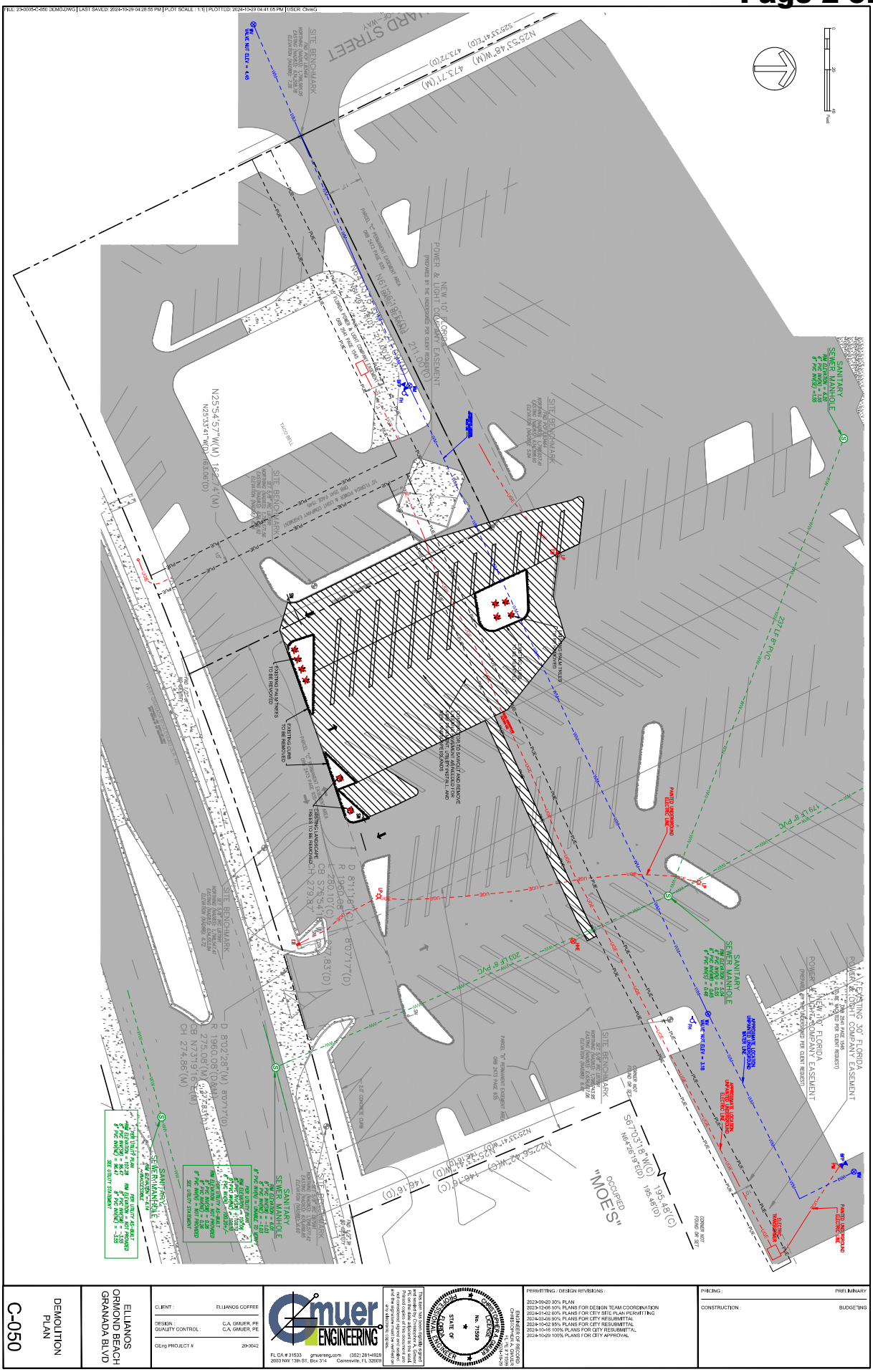
CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
Gtmg PROJECT #: 20-042

ELLIANOS
ORMOND BEACH
GRANADA BLVD

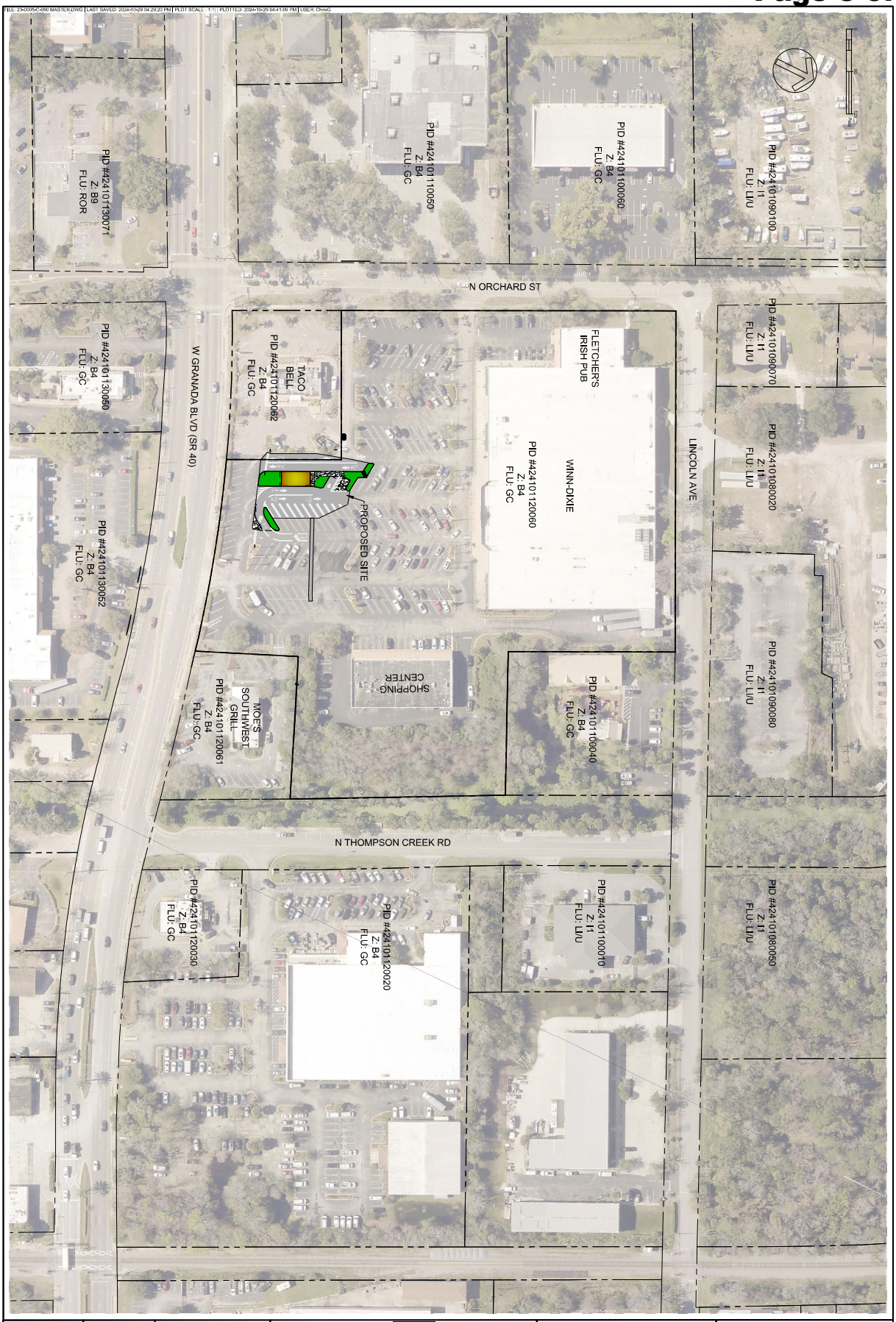
COVER &
SHEET INDEX

C-000

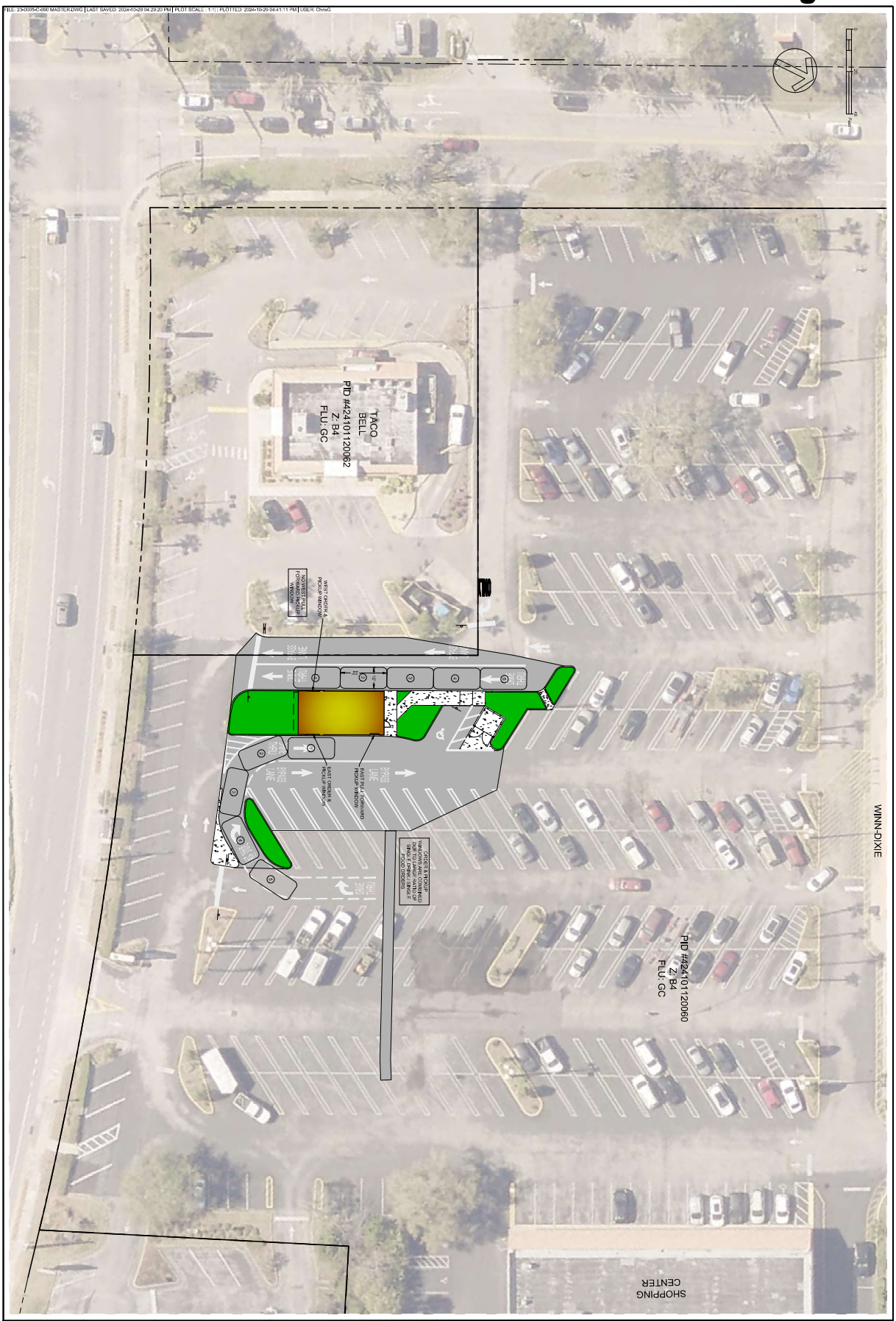
FILE: 20-042C-000 COVER SHEET LAST SAVED: 2024-10-29 04:25:16 PM | PLOTTED: 2024-10-29 04:41:01 PM | USER: Chris



DEMOLITION PLAN C-050	ELLIANOS ORMOND BEACH GRANADA BLVD	CLIENT: ELLIANOS COFFEE DESIGN: C.A. GMUER, PE QUALITY CONTROL: C.A. GMUER, PE GEng PROJECT #: 25-0042	Gmuer ENGINEERING FL CA # 31533 gmuereng.com (352) 281-4828 3603 NW 13th ST, Box 314 Gainesville, FL 32609	STATE OF FLORIDA No. 71599 REGISTERED PROFESSIONAL ENGINEER	PERMITTING / DESIGN REVISIONS: 2023-09-20 30% PLAN 2023-12-06 50% PLANS FOR DESIGN TEAM COORDINATION 2024-01-02 60% PLANS FOR CITY SITE PLAN PERMITTING 2024-03-08 90% PLANS FOR CITY RESUBMITTAL 2024-10-02 95% PLANS FOR CITY RESUBMITTAL 2024-10-16 100% PLANS FOR CITY RESUBMITTAL 2024-10-29 100% PLANS FOR CITY APPROVAL	PRICING: PRELIMINARY CONSTRUCTION: BUDGETING



MASTER SITE PLAN C-090	ELLIANOS ORMOND BEACH GRANADA BLVD	CLIENT: ELLIANOS COFFEE DESIGN: C.A. GMUER, PE QUALITY CONTROL: C.A. GMUER, PE GEng PROJECT #: 25-0042	Gmuer ENGINEERING FL CA # 31533 gmuereng.com (352) 281-4828 2603 NW 13th ST, Box 314 Gainesville, FL 32609	This item has been digitally signed and sealed by Christopher A. Gmuer, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	STATE OF FLORIDA No. 71599 REGISTERED PROFESSIONAL ENGINEER	PERMITTING / DESIGN REVISIONS: 2023-09-20 30% PLAN 2023-12-06 60% PLANS FOR DESIGN TEAM COORDINATION 2024-01-02 60% PLANS FOR CITY SITE PLAN PERMITTING 2024-03-08 90% PLANS FOR CITY RESUBMITTAL 2024-10-02 95% PLANS FOR CITY RESUBMITTAL 2024-10-16 100% PLANS FOR CITY RESUBMITTAL 2024-10-29 100% PLANS FOR CITY APPROVAL ENGINEER OF RECORD CHRISTOPHER A. GMUER, P.E. 71599	PRICING: PRELIMINARY CONSTRUCTION: BUDGETING



DRIVE THROUGH STACKING PLAN
C-091

ELLIANOS
ORMOND BEACH
GRANADA BLVD

CLIENT : ELLIANOS COFFEE
DESIGN : C.A. GMUER, PE
QUALITY CONTROL : C.A. GMUER, PE
GEng PROJECT # 25-0042

GMUER ENGINEERING
FL CA # 31533 gmuereng.com (352) 281-4828
2633 NW 13th ST, Box 314 Gainesville, FL 32609

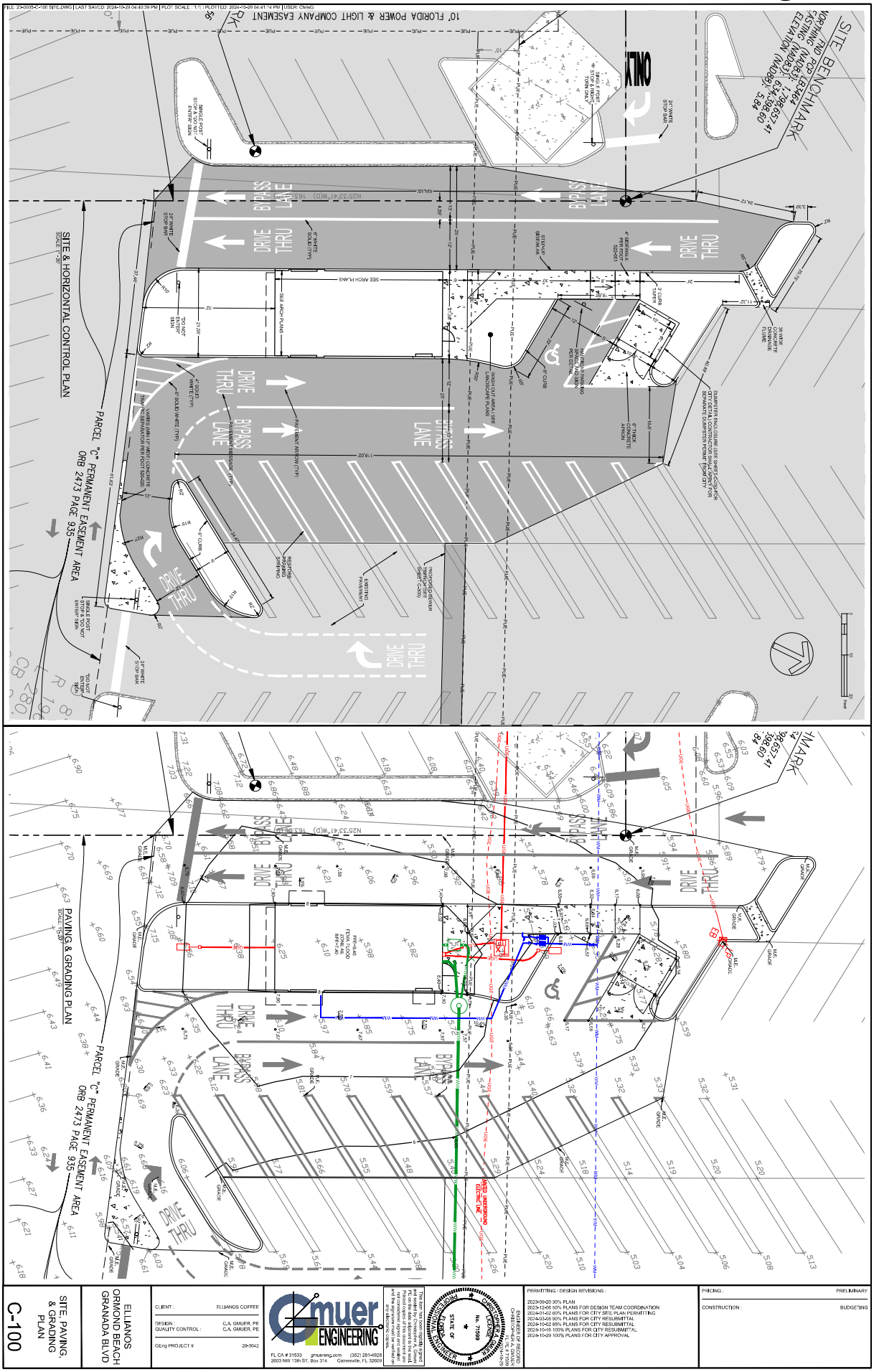
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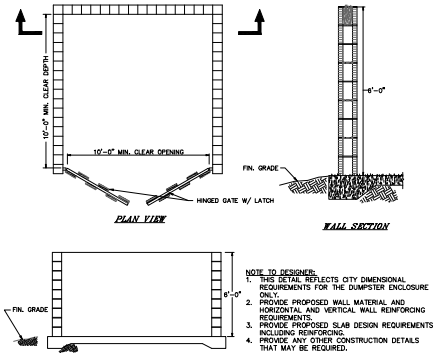
STATE OF FLORIDA
No. 71599
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. GMUER

ENGINEER OF RECORD
CHRISTOPHER A. GMUER, P.E. 71599

PERMITTING / DESIGN REVISIONS :
2023-09-20 30% PLAN
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2024-10-02 95% PLANS FOR CITY RESUBMITTAL
2024-10-16 100% PLANS FOR CITY RESUBMITTAL
2024-10-29 100% PLANS FOR CITY APPROVAL

PRICING : PRELIMINARY
CONSTRUCTION : BUDGETING


SITE & HORIZONTAL CONTROL PLAN
SCALE: 1" = 20'
PAVING & GRADING PLAN
SCALE: 1" = 20'
PARCEL "C" PERMANENT EASEMENT AREA
ORB 2473 PAGE 935
BYPASS LANE
DRIVE THRU
SITE BENCHMARK
NORTHING POP #1834644 = 1,398,657.41
EASTING (NAD83): 621,398,960.84
ELEVATION (NAVD88): 5.84
10' FLORIDA POWER & LIGHT COMPANY EASEMENT
ONLY
PERMITTING / DESIGN REVISIONS :
2023-09-20 30% PLAN
2023-12-06 60% PLANS FOR DESIGN TEAM COORDINATION
2024-01-02 60% PLANS FOR CITY SITE PLAN PERMITTING
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2024-10-29 100% PLANS FOR CITY APPROVAL
PRICING : PRELIMINARY
CONSTRUCTION : BUDGETING
C-100
SITE, PAVING, & GRADING PLAN
ELLIANOS ORMOND BEACH GRANADA BLVD
CLIENT : ELLIANOS COFFEE
DESIGN : C.A. GMUER, PE
QUALITY CONTROL : C.A. GMUER, PE
GEng PROJECT # 20-1042
gmuereng.com
FL CA # 31533
3603 NW 13th ST, Box 314
(352) 281-4828
Gainesville, FL 32609
STATE OF FLORIDA
No. 71599
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. GMUER, P.E.
ENGINEER OF RECORD
CHRISTOPHER A. GMUER, P.E. FL LIC. # 71599

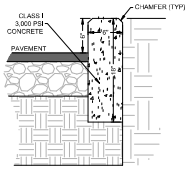


NOTE TO DESIGNER:
1. THIS DETAIL REFLECTS CITY DIMENSIONAL REQUIREMENTS FOR THE DUMPSTER ENCLOSURE ONLY.
2. PROVIDE PROPOSED WALL MATERIAL AND HORIZONTAL AND VERTICAL WALL REINFORCING REQUIREMENTS.
3. PROVIDE PROPOSED SLAB DESIGN REQUIREMENTS INCLUDING REINFORCING.
4. PROVIDE ANY OTHER CONSTRUCTION DETAILS THAT MAY BE REQUIRED.

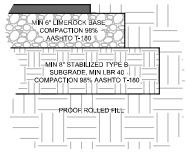
NOTES:
1. BLOCK MUST BE FINISHED WITH STUCCO OR BRICK VENEER PAINTED TO MATCH BUILDING.
2. DUMPSTER STRUCTURE SHALL MEET THE REQUIREMENTS OF CHAPTER 2, ARTICLE 3, 2-50, J OF THE LAND DEVELOPMENT CODE (LDC).
3. SHRUB PLANTINGS REQUIRED (MIN. 3-FOOT WIDE PLANTING AREA) AROUND PERIMETER WALLS (EXCEPT OPENING).
4. GATES TO BE CONSTRUCTED OF PRESSURE-TREATED WOOD, OR APPROVED EQUAL.
5. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
6. DUMPSTER ENCLOSURE HEIGHT MAY BE INCREASED TO A MAXIMUM HEIGHT OF EIGHT (8) FEET.
7. IF BOLLARDS ARE INSTALLED CLEAR DEPTH MUST BE MEASURED FROM BOLLARDS TO GATES.

STANDARD CONSTRUCTION DETAIL
SINGLE USE DUMPSTER ENCLOSURE
NTS

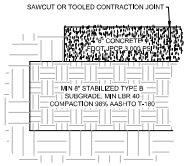
INDEX
M-5
MAY 2020



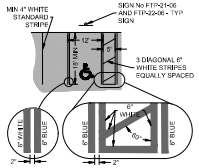
6" CURB DETAIL
NOT TO SCALE



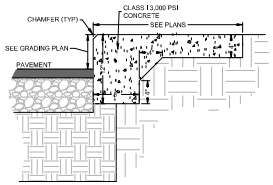
PAVEMENT DESIGN DETAIL
NOT TO SCALE



PROPOSED CONCRETE PAVEMENT DETAIL
NOT TO SCALE



ACCESSIBLE PARKING STRIPING DETAIL
NOT TO SCALE



STEP-UP SIDEWALK WITH THICKENED EDGE DETAIL
NOT TO SCALE

PHASING: CONSTRUCTION / PERMITTING
PM/BUDGETING

PERMITTING / DESIGN REVISIONS:
2023-NOV-20 30% PLAN
2023-DEC-05 30% PLANS FOR DESIGN TEAM COORDINATION
2024-JAN-05 60% PLANS FOR CITY RESUBMITTAL
2024-JAN-08 90% PLANS FOR CITY RESUBMITTAL
2024-FEB-16 90% PLANS FOR CITY RESUBMITTAL
2024-FEB-16 100% PLANS FOR CITY RESUBMITTAL
2024-MAR-01 100% PLANS FOR CITY APPROVAL
2024-MAY-01 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-05-29

CHRISTOPHER A. GMUER LICENSE No. 71599 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Christopher A. Gmuer, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

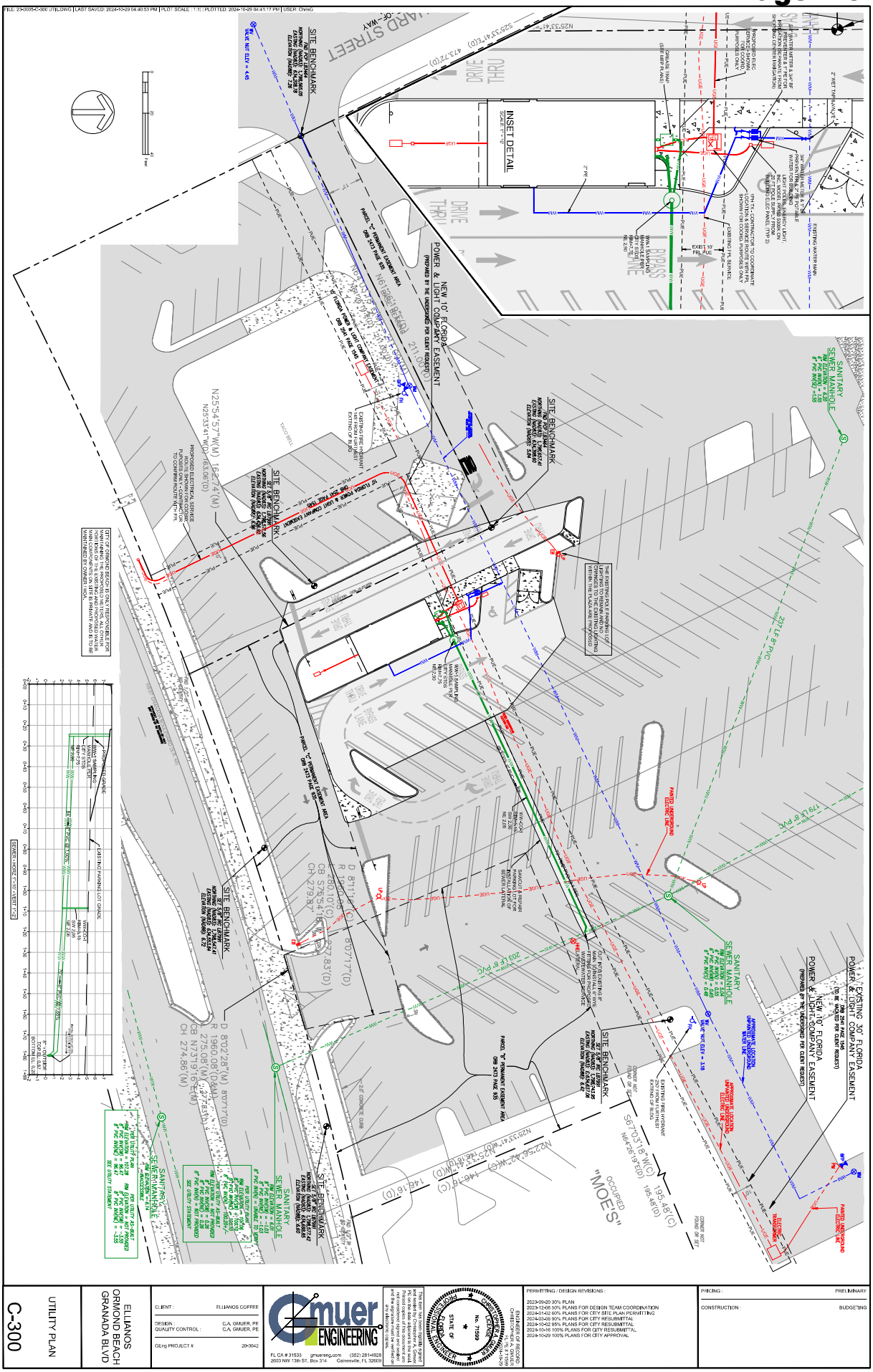
Gmuer ENGINEERING
FL CA # 31525 gmuer.com (352) 281-4020
2810 NW 13th ST, Bldg 5 Ste A Gainesville, FL 32609

CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
Gmuer PROJECT #: 20-GN42

ELLIANOS
ORMOND BEACH
GRANADA BLVD

SITE DETAILS

C-250


INSET DETAIL
SCALE 1" = 10'
SITE BENCHMARK
NORTHING (NAD83): 1,258,627.74'
EASTING (NAD83): 624,554.28'
ELEVATION (NAVD88): 6.12
POWER & LIGHT COMPANY EASEMENT
(PREPARED BY THE UNDERSIGNED FOR CLIENT REQUEST)
NEW 10' FLORIDA
EXISTING 30' FLORIDA
SANITARY SEWER MANIFOLD
SANITARY SEWER MANHOLE
CITY OF ORMOND BEACH IS ONLY RESPONSIBLE FOR MAINTENANCE OF THE EXISTING AND PROPOSED WATER MAINS LOCATED WITHIN PUBLIC RIGHT-OF-WAY. ALL OTHER WATER MAINS SHALL BE PRIVATE AND TO BE MAINTAINED BY OWNER / HOA.
PROPOSED ELECTRICAL SERVICE ROUTE FROM EXISTING TRANSFORMER TO COMPANY ROUTE AT P.O.C. P.R.
EXISTING PARKING LOT GRADE
PROPOSED GRADE
SEWER MANHOLE STRUCTURE DETAIL
SEE SHEET C-302
DRIVE THRU
BYPASS LANE
OCCUPIED "MOES"
TACO BELL
PARCEL "C" ORMOND ESPLANADE
ORB 3473 PAGE 535
PARCEL "B" ORMOND ESPLANADE
ORB 3473 PAGE 535
PARCEL "A" ORMOND ESPLANADE
ORB 3473 PAGE 535
N25°54'57"W(M) 162.74'(M)
N25°33'41"W(D) 163.06'(D)
N25°33'41"W 211.00'(D)
N25°56'42"W(C) 146.16'(C)
N25°33'41"W(D) 146.16'(D)
S67°03'18"W(C) 195.48'(C)
N64°26'19"E(D) 196.48'(D)
D 8°11'17"(C) 8°07'17"(D)
R 1960.08'(D&M)
CB S78°54'57"E(C) 277.83'(D)
CH 279.87'(C)
D 8°02'28"(M) 8°07'17"(D)
R 1960.08'(D&M)
CB N73°19'16"E(M) 275.08'(M) 277.83'(D)
CH 274.86'(M)
EXISTING 30' FLORIDA POWER & LIGHT COMPANY EASEMENT
ORB 241 PAGE 443
TO FLORIDA POWER & LIGHT COMPANY EASEMENT
ORB 241 PAGE 443
ORB 2211 PAGE 1705
EXISTING 10' FRL PUE
EXISTING PRIVATE FIRE SERVICE
EXISTING PRIVATE DOMESTIC SERVICE
EXISTING 6" WATER MAIN
EXISTING 8" WATER MAIN
EXISTING 12" WATER MAIN
EXISTING 8" SEWER FORCE MAIN
EXISTING 6" SEWER FORCE MAIN
EXISTING 8" SEWER GRAVITY MAIN
EXISTING 6" SEWER GRAVITY MAIN
EXISTING 8" SEWER LATERAL
EXISTING 6" SEWER LATERAL
EXISTING 8" SEWER MANHOLE
EXISTING 6" SEWER MANHOLE
EXISTING 8" SEWER CLEANOUT
EXISTING 6" SEWER CLEANOUT
EXISTING 8" SEWER MANIFOLD
EXISTING 6" SEWER MANIFOLD
EXISTING 8" SEWER FITTING
EXISTING 6" SEWER FITTING
EXISTING 8" SEWER VALVE
EXISTING 6" SEWER VALVE
EXISTING 8" SEWER PLUG
EXISTING 6" SEWER PLUG
EXISTING 8" SEWER CAP
EXISTING 6" SEWER CAP
EXISTING 8" SEWER REDUCER
EXISTING 6" SEWER REDUCER
EXISTING 8" SEWER TEE
EXISTING 6" SEWER TEE
EXISTING 8" SEWER ELBOW
EXISTING 6" SEWER ELBOW
EXISTING 8" SEWER COUPLING
EXISTING 6" SEWER COUPLING
EXISTING 8" SEWER CROSS
EXISTING 6" SEWER CROSS

Trees

Quantity	Abbr.	*Botanical Name /*	Size / Caliper	Spacing	Comments
6	see tree id key	*Sabal palmetto* cabbage palm	15'CT, SLK	per plan	
8		*Ilex x attenuata 'Eagleston'* eagleston holly	14'HT× 36"SPR 3.5"CAL	per plan	
1		*Lagerstroemia indica 'Natchez'* crape myrtle	15'HT, 3.5"CAL	per plan	

Shrubs

19	CM	*Codiaeum variegatum 'Mammey'* croton	18"HT×12"SPR 3G	30"OC	
95	FL	*Dianella tasmanica 'Variegata'* flax lily	18"HT×12"SPR 3G	30"OC	
49	JP	*Ligustrum japonicum 'Howardi'* japanese privet	24"HT×15"SPR 7G	36"OC	
70	SV	*Viburnum odoratissimum* sweet viburnum	24"HT X 18"SPR 3G	36"OC	

Groundcovers

2,962SF x 3" thick		*Pine Bark Nuggets* 3" layer		
83	PP	*Arachis glabrata 'Ecoturf'* perennial peanut	1G full pot	2'OC
144	AJ	*Trachelospermum asiaticum* asiatic jamine	1G, 6"HT×12"SPR 4 vines MIN	2'OC

Tree/shrub Identification Key

existing
existing
cabbage palm
eagleston h.
crape myrtle

(SV) sweet viburnum
(JP) japanese privet
(CM) croton
(DV) flax lily
(PP) perennial peanut
(AJ) asiatic jasmine

CITY OF ORMOND BEACH
TREE MITIGATION FORM

Ellianos Coffee — 1-13-24 — City LA

A. **Protected Trees:**

1. Number of **protected** trees to be **removed** due to **impervious** construction. ___0___ trees
2. Remainder of **protected** trees to be **removed** due to other construction. (3) Palms 4.5" DBH ___5___ trees
3. Calculate preserved tree density. Divide preserved **protected** trees by total area. ____ trees/acre

Tree density less than **50 trees/acre**, proceed to **#4.**
or
Tree density more than **50 trees/acre**, proceed to **#5.**

4. Enter number of trees from line #1: ___0___ + 2 = ___0___ trees
   Enter number of trees provided in #2. ___5___ trees
   Protected tree mitigation total (2 ½" caliper tree minimum) **Total** = ___5___ trees

satisfied with three holly western buffer + 1 holly in Ellianos parking area

5. Protected tree mitigation total
   Enter number of trees from line #2 (2 ½" caliper tree minimum) **Total** = N/A trees

B. **Specimen Trees:**

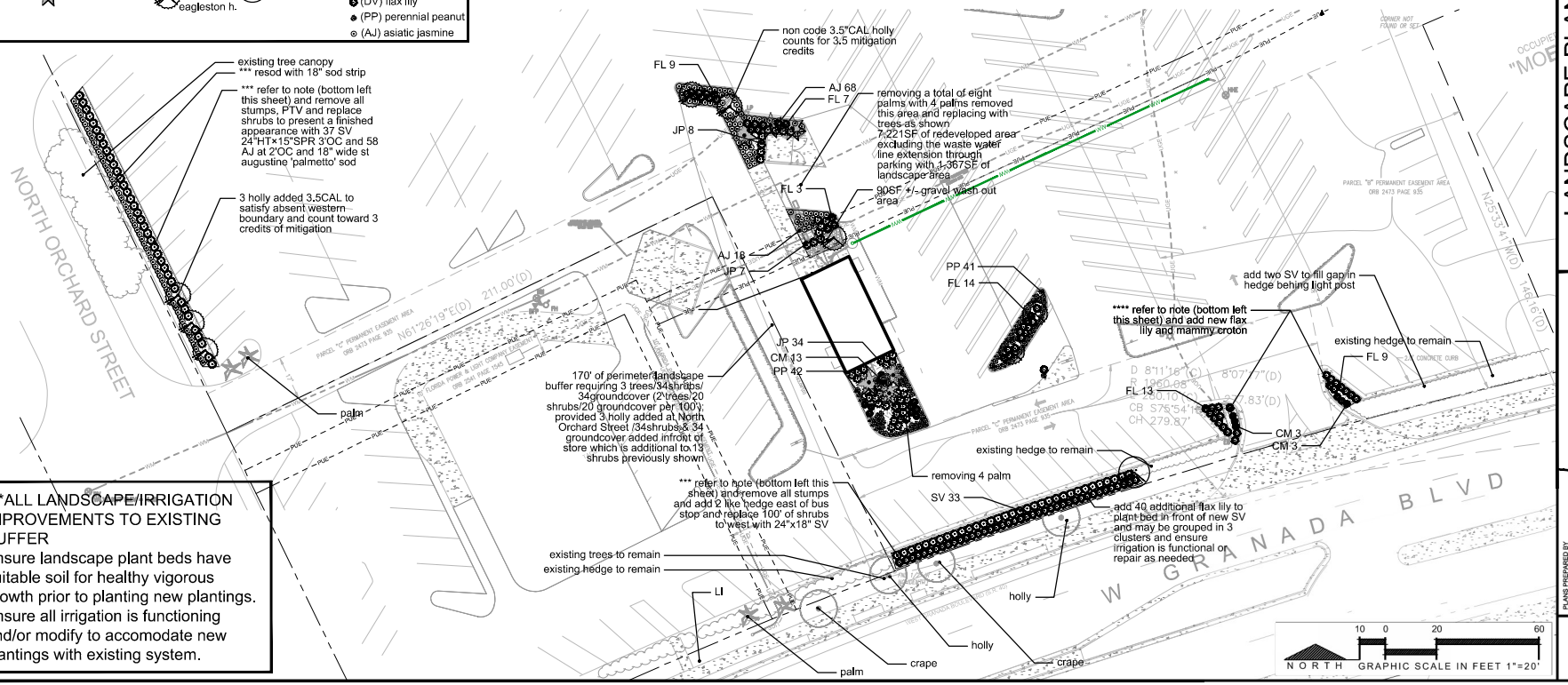
The proposed site design must preserve and protect existing specimen trees as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than (3) per acre or a portion thereof	80%
3.0 to 5.0 per acre	75%
5.1 to 8.0 per acre	65%
More than 8.0 per acre	(4) per acre

Specimen Total _____ + Total Acre _____ = _____Trees Per Acre
_____% (percent required to save) (x) _____ Total Specimen Trees = _____**Min. Preservation**
_____ Specimen Trees Preserved

General Notes Landscape

1. Contractor shall provide proposed soil amendment quantities on bid form to ensure healthy vigorous growth of plant material, lateral movement of irrigation water within soil, & soil nutrient holding capacity.
2. Any vegetation planted adjacent to a parking stall where it may interfere with a vehicles door opening shall be offset 2' from back of curb. Trim plant material as needed to keep a 6" clearance from back of curb in these areas.
3. ALL mulched areas adjacent to edge of curb, pavement, shall be composed of a compressed 3" thick layer of mulch. Top of mulch shall be 1/2" below edge of adjacent surface so mulch has a containment edge.
4. ALL proposed sod areas adjacent to edge of curb/pavement shall be excavated so the sod does not impede water runoff into the pervious areas.
5. All revisions shall be submitted to the City of Ormond Beach for review and approval prior to installation.



***ALL LANDSCAPE/IRRIGATION IMPROVEMENTS TO EXISTING BUFFER
Ensure landscape plant beds have suitable soil for healthy vigorous growth prior to planting new plantings. Ensure all irrigation is functioning and/or modify to accomodate new plantings with existing system.

BORTON DESIGN INC.
1304 S. ROLLING WAY SAINT JOHNS, FLORIDA
CERT. OF AUTH. # LC26003400
(904) 315-4411 BRIAN@BORTONDESIGN.COM

REVISIONS. 10-22-2024 Staff comment changes

LANDSCAPE PLAN

ELLIANOS ORMOND BEACH @ W GRENADA BLVD
PREPARED FOR
Trevor Hickman

BDI NO. 24100
DRAWN BY: BDB
DESIGNED BY: BDB
CHECKED BY: BDB
DATE: 10/22/2024

PLANS PREPARED BY:
BRIAN DAVID BORTON FL. NO. LA6667028

LS-01

Legend

- sleeve[1,2]
- lateral[2]
- blank poly tubing
- C controller
- S rain sensor
- control valves
- 1/2" drip shut-off valve
- zone # and flow rate in gallons per minute
- irrigation drip break
- POC lateral/drip point of connection

[1] sleeves - Unless specified on plans all sleeves shall be 2". When plans show lateral in pipe, install pipe in sleeve and cap both ends 12" beyond end of sleeve.
[2] irrigation lateral lines and sleeving may be diagrammatic in nature and are intended to be installed in suitable locations within property boundaries.

Watering Schedule Zone 1 for Ellianos building only

Water all plants listed once per day for (75) seventy-five minutes during the first (30) thirty days and every other day for the next (30) thirty days; thereafter, follow water restrictions per jurisdiction until established. Shrub drip valves may be shut-off after (3) three months. After (1) one year trees should be sufficiently rooted into existing soil for shutdown; however, it is recommended that a review be performed by a certified arborist before shutting off the system. After establishment irrigation should be turned on IF a drought occurs. Bahia grass shall be temporarily watered via hand moved sprinklers for two weeks if rainfall is not occurring as needed.

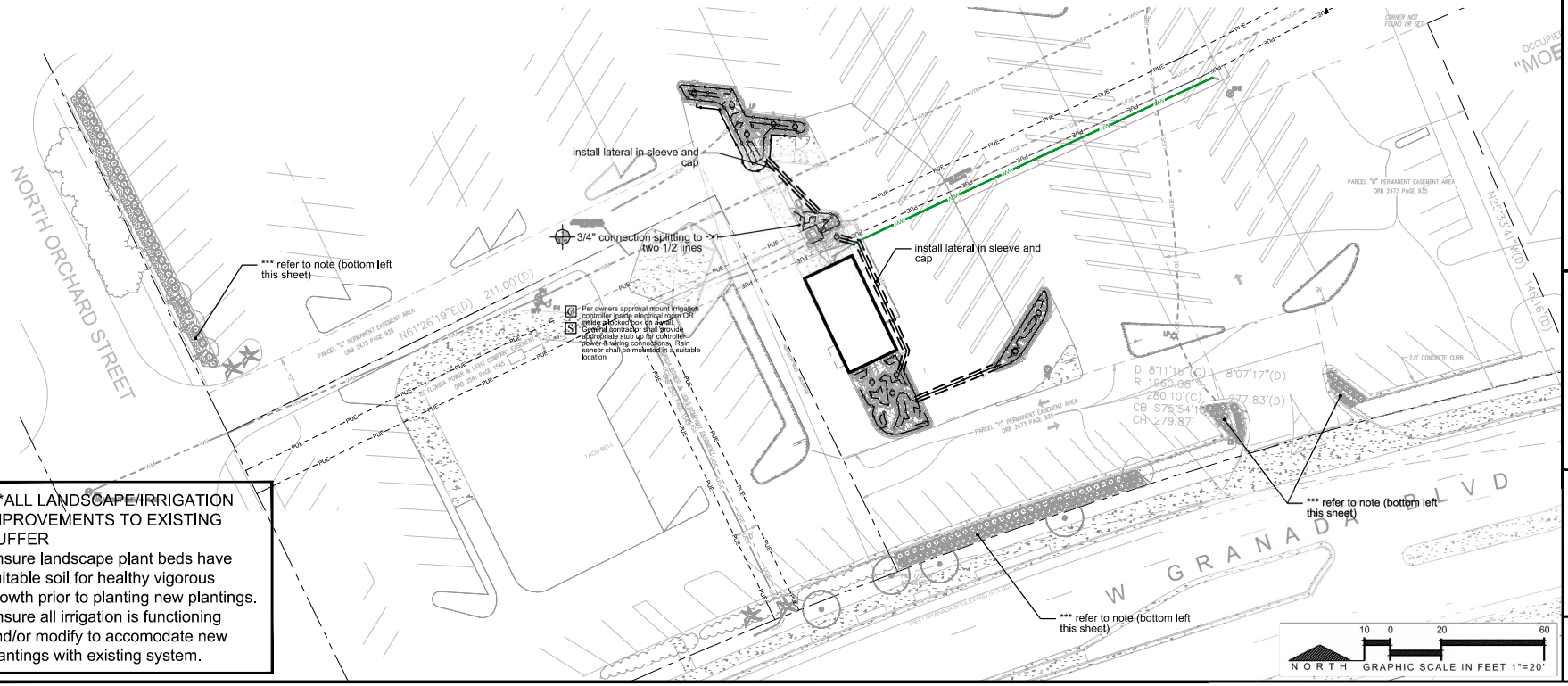
Number of emitters per tree/shrub		Number of emitters per tree/shrub	
eagleston holly	4-2gph emitters	croton	1-1gph emitter
cabbage palm	3-2gph emitters	flax lily	1-.5gph emitter
sweet viburnum	1-1gph emitter	peanut or asiatic	1-.5gph emitter
japanese privet	1-1gph emitter		

Irrigation Notes

1. Dripline. Drip shall be installed on top of soil and covered with mulch.
2. Control Valves & Regulators. Control valves shall be installed and set 5% over proposed flow.
3. Pipe. 1/2" pipe shall be Class 315 PVC. Piping larger than 1/2" shall use Class 200 PVC.
4. Irrigation materials not identified on irrigation schedule or in specifications as to brand and model # shall be either Rainbird, Nelson, or Hunter and sized appropriately by contractor to meet requirements by the manufacturer. Contractor shall include all materials including quantity, model, size, and installed price for each item on bid form.
5. All irrigation revisions shall be submitted to the City of Ormond Beach for review and approval prior to installation.
6. irrigation requires a Volusia County permit, see irrigation details 14A & 14B

Irrigation Schedule

Quantity	Description
290'	Rainbird XFD blank tubing
1	Rainbird ESP-RZX Series Controller
1	Rainbird WR2 - RC sensor
1	Rainbird 075-DV
1	Rainbird PSI-M50X-100
0	Rainbird QKCHK100 drip filters
0	Netafim 01WPCJL1.2 drip emitter .32GPH
TBD	Rainbird XB-05PC drip emitter .5GPH
TBD	Rainbird XB-10PC drip emitter 1GPH
TBD	Rainbird XB-20PC drip emitter 2GPH
TBD	Rainbird BVAL50-1S139 drip valve
TBD	1/2" Perma-Loc EndCap w/ Flush Valve
TBD	Rain Bird PVB6RND 6 in. round valve box
TBD	9" 9-gauge galvanized ground staples



***ALL LANDSCAPE/IRRIGATION IMPROVEMENTS TO EXISTING BUFFER
Ensure landscape plant beds have suitable soil for healthy vigorous growth prior to planting new plantings. Ensure all irrigation is functioning and/or modify to accomodate new plantings with existing system.

BORTON DESIGN INC.
1304 N DOLD WAY SAINT JOHNS, FLORIDA
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REVISIONS. 10-22-2024 Staff comment changes

IRRIGATION PLAN

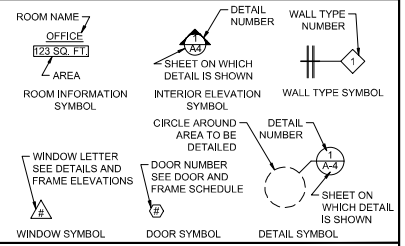
ELLIANOS ORMOND BEACH @ W GRENADA BLVD
PREPARED FOR
Trevor Hickman

BDI NO.	24100
DRAWN BY:	BDB
DESIGNED BY:	BDB
CHECKED BY:	BDB
DATE:	10/22/2024

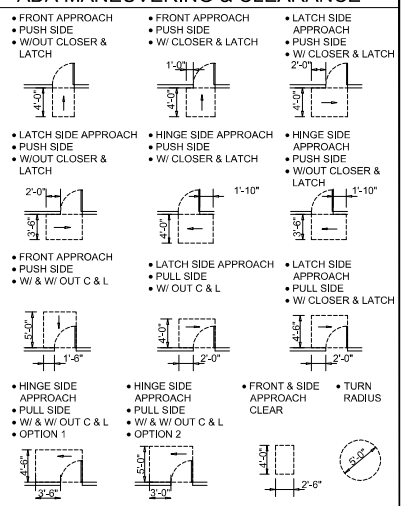
PLANS PREPARED BY:
BRIAN DAVID BORTON FL. NO. LA6667028

LS-02

SYMBOL LEGEND



ADA MANEUVERING & CLEARANCE



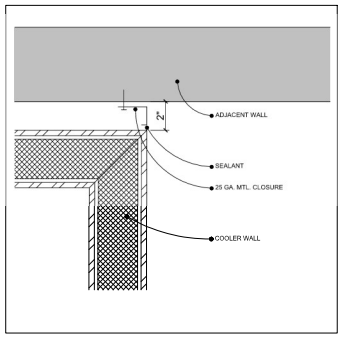
GENERAL NOTES & SPECS

1. DIMENSIONS ARE FROM STUD TO STUD UNLESS NOTED OTHERWISE
2. VINYL BASE TO BE FLAT STOCK OF TYPICAL 1/8" THICKNESS. MIN. SPLICE JOINT SPACING SHALL BE 4'-0"
3. ALL INTERIOR FINISHES SHALL COMPLY WITH LOCAL BUILDING CODES
4. PAINT WALLS AND APPLY FLOOR SEALANT PRIOR TO INSTALLING VINYL BASE. FULLY ADHERE VINYL BASE
5. FOR PLUMBING FIXTURE SPECIFICATIONS AND NOTES, SEE PLUMBING DRAWINGS. PROVIDE BLOCKING @ PLUMBING WALLS
6. LAVATORIES AND SINKS SHALL BE INSTALLED A MIN. OF 4" FROM FINISHED SIDE WALLS. FAUCETS SHALL BE INSTALLED WITH A MINIMUM OF 5" FROM THE OUTLET TO THE FLOOD RIM OF SINKS
7. WATER CLOSETS SHALL BE INSTALLED A MINIMUM OF 16" - 18" FROM FINISHED SIDE WALL TO CENTERLINE OF FIXTURE. (REF: 2010 ADA, SECTION 604.2)
8. VERIFY PAINTS AND FINISHES WITH OWNER PRIOR TO INSTALLATION
9. FLOOR TO BE PREPPED FOR NEW FLOORING. CLEAN AND FLOAT FLOOR & LEVEL
10. CONTRACTOR IS RESPONSIBLE FOR INSTALLING TOILETS SO AS TO COMPLY WITH ALL APPLICABLE CODES, ORDINANCES AND ACCESSIBILITY STANDARDS
11. VERIFY BACK-FLOW PREVENTION IN MAIN SERVICE WATER LINE AS REQUIRED BY LOCAL CODE
12. CONTRACTOR IS RESPONSIBLE FOR PROVIDING FIRE EXTINGUISHERS MODEL #2A10BC ABC RATING. QUANTITY AND LOCATION AS REQUIRED BY FIRE MARSHAL

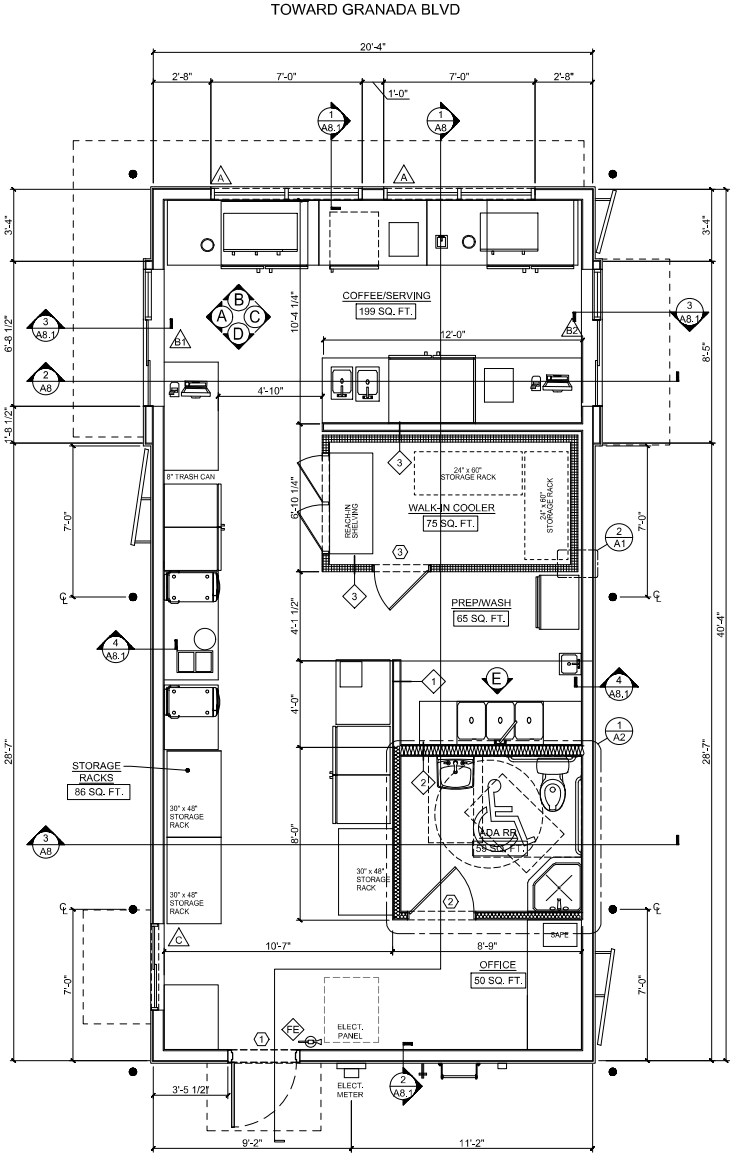
PARTITION LEGEND

NEW PARTITIONS | NEW KNEE WALLS | NEW ACOUSTIC PARTITIONS

TAG	PARTITION TYPES	HEAD DETAIL	BASE DETAIL
1	2x4 WD. STUDS @ 16" O.C. SIDE A: FRP ON 5/8" CDX PLWD SIDE B: FRP ON 5/8" CDX PLWD *REFER TO PLAN FOR SOUND BATT INSULATION.	4/A1.1	6/A1.1
2	2x6 WD. STUDS @ 16" O.C. SIDE A: FRP ON 5/8" CDX PLWD SIDE B: FRP ON 5/8" CDX PLWD *REFER TO PLAN FOR SOUND BATT INSULATION.	3/A1.1	5/A1.1
3	WALK-IN COOLER WALLS BY OTHERS	N/A	N/A



2 / A1 COOLER CLOSURE DETAIL
SCALE: 3" = 1'-0"



1 / A1 FLOOR PLAN
SCALE: 3/8" = 1'-0"

N
PLAN NORTH

DATE: 1/12/2024

LDG
LORING DESIGN GROUP

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LORING DESIGN GROUP
TYRONE TOWER
1700 66TH ST. N, SUITE 205
ST. PETERSBURG, FL 33710 PH.: 727-231-4410
EMAIL: INFO@LORINGDG.COM

DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
353 W. GRANADA BLVD.
ORMOND BEACH, FL. 32174

DRAWN BY: CCF
CHECKED BY: JWT
PROJECT: EL2324
REVISION:
REVISION:
REVISION:

FLOOR PLAN

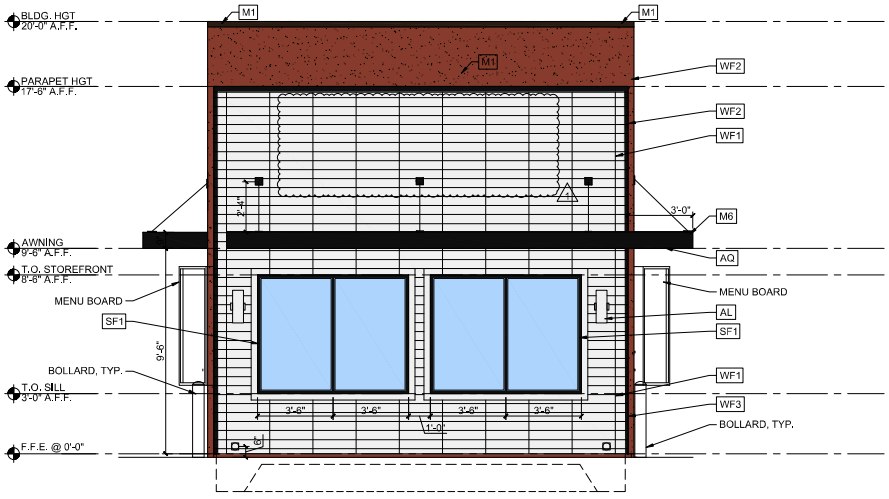
DRAWING NUMBER
A1

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	212 SF (53%)
EIFS (RED)	56 SF (14%)
GLAZING	76 SF (19%)
METAL/TRIM	56 SF (14%)

WALL SIGNAGE PER 3-48(E)
MAXIMUM SIGNAGE ALLOWED: 20.40 SF
SIGNAGE PROPOSED: 20.24 SF

1



1 FRONT ELEVATION
A6 SCALE: 3/8" = 1'-0"

ELEVATION FINISH SCHEDULE

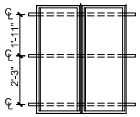
ITEM		MANUFACTURER	MODEL	COLOR	COMMENTS
WF1	FIBER CEMENT SIDING	NICHIHA	NOVENARY	OPAL	1
WF2	EIFS, TYP.	STO*	STOTHERM CI	#SW6335	6
WF3	FIBER CEMENT PANEL CORNER	NICHIHA	PANEL CORNER	OPAL	
M1	CONT. ALUM COPING, TYP.	PACTITE	TAPERED COPING*	BLACK	4
M2	METAL J-MOLD	NICHIHA	J-MOLD	OPAL/BLACK	4
M3	METAL TRIM	BY G.C.	FLAT METAL TRIM	BLACK	4
M4	MTL. LADDER FOR ROOF ACCESS	BY G.C.	-	BLACK	4
M5	MTL COLLECTOR HEAD AND DOWNSPOUT	BY G.C.	-	BLACK	4
M6	CANOPY	BY OTHERS	BY OTHERS	BLACK	4
BO	BOLLARD	BY G.C.	36" ROUNDTOP	BLACK OR BLACK COVER	
W1	DRIVE THRU WINDOW - LEFT TO RIGHT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	2, 5, 7
W2	DRIVE THRU WINDOW - RIGHT TO LEFT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	3, 5, 7
SF1	ALUM. STOREFRONT	BY G.C.	BY G.C.	DARK BRONZE ANODIZED	4
AK	EXTERIOR SIGNAGE	BY OTHERS	BY OTHERS	BY OTHERS	
AL	EXTERIOR LIGHTING	PROGRESS LIGHTING	P5644-31-30K 18"	BLACK	8
AQ	CANOPY LIGHTS	BY OTHERS	BY OTHERS	BY OTHERS	

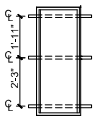
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*OR APPROVED EQUIVALENT
COMMENTS: (1) STAGGER PANEL INSTALL (2) SINGLE SIDE AND TOP LITE (3) SINGLE TOP LITE (4) FLAT FINISH (5) 47-1/2"W X 43-1/2"H (19"W X 39"H SERVICE OPENING) (6) PRIME WITH NEUTRAL BASE PRIOR TO PAINT (7) A HVHZ (OR IMPACT RESISTANT) WINDOW SHALL BE INSTALLED IN HVHZ ZONES OR AS REQUIRED BY THE PERMITTING AUTHORITY (8) LENS COVER IS REQUIRED WITH INSTALLATION OF FIXTURE. INSTALL PROGRESS LIGHTING P860047-031

ALT WINDOW SPECS

WINDOW	MODEL	WIDTH	HEIGHT
READY ACCESS	275 LOW PROFILE	47-1/2"	43-1/2"
READY ACCESS	600 HURRICANE	47-1/2"	43-1/2"
QUIKSERV	SC-4844	47-1/2"	43-1/2"
QUIKSERV	SC-4030-IP HURRICANE	48"	36"



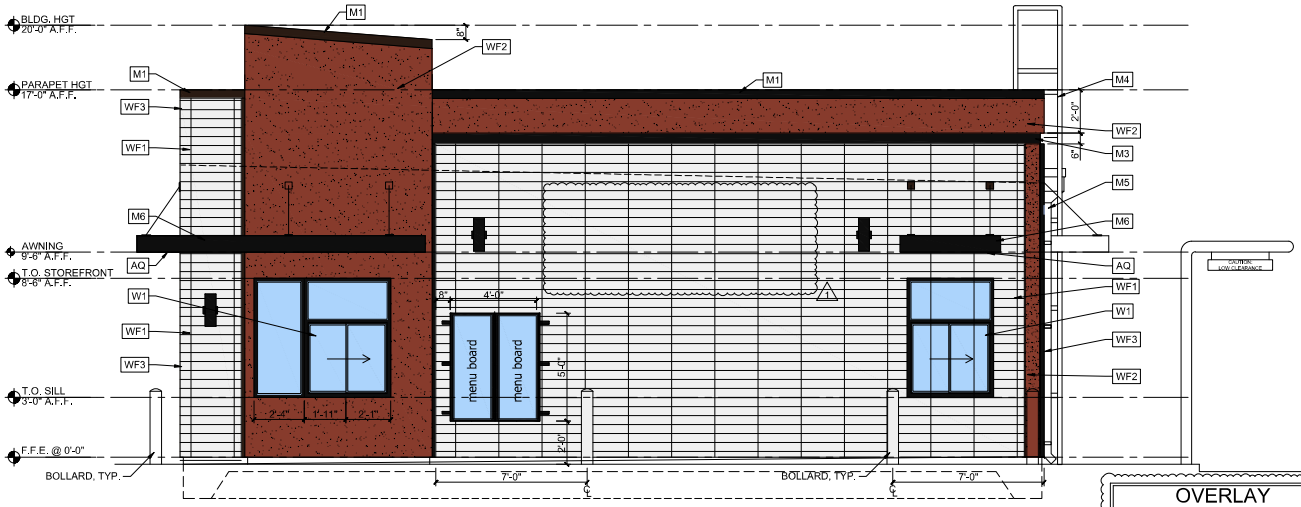


MENUBOARD INSTALLATION HARDWARE

QTY	DESC
1	ELL-MENU-0001 24X60 MENU BOARD SYSTEM & INSERTS (SINGLE)
2	ELL-MENU-0002 24X60 MENU BOARD SYSTEM & INSERTS (DOUBLE)
LOT	HARDWARE KIT

ORDER AT https://form.jotform.com/230053772704148

3 MENU SIGN DETAIL
A6 SCALE: 3/8" = 1'-0"



CIVIL NOTE: FINISHED ASPHALT TO B.O. SERVING WINDOWS SHALL BE 41"-43"

2 SIDE ELEVATION
A6 SCALE: 3/8" = 1'-0"

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	414 SF (59%)
EIFS (RED)	154 SF (20%)
GLAZING	61 SF (8%)
METAL/TRIM	91 SF (13%)

1

NOTE: DIMENSIONS SHOWN ON ELEVATIONS SHALL BE VERIFIED WITH DIMENSIONS ELSEWHERE IN THIS SET OF DRAWINGS. ANY DISCREPANCY SHALL PRIORITIZE DIMENSIONS SHOWN ON FLOOR PLANS AND DETAILS OVER DIMENSIONS NOTED ON ELEVATIONS.

DATE: 1/12/2024

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DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
353 W. GRANADA BLVD.
ORMOND BEACH, FL. 32174

DRAWN BY: CCF
CHECKED BY: JWT
PROJECT: EL2324
REVISION: 4/1/2024
REVISION:
REVISION:

EXTERIOR ELEVATIONS

DRAWING NUMBER
A6

ARCHITECTURAL STYLE

THE BUILDING IS DESIGNED PER LDC SEC. 3-69(g) NEO-ECLECTIC ARCHITECTURAL STYLE AND MEETS THE CRITERIA AS FOLLOWS:

1A) MASSING IS COMPLIANT BY HAVING FACADE ELEMENTS WITHIN EVERY 25 LINEAR FEET OF BUILDING LENGTH AND UTILIZES METHODS IDENTIFIED IN #1-12 OF THE SUBSECTION.
1B) EXTERIOR BUILDING MATERIALS ARE COMPLIANT AS ACCEPTED IN THE SUBSECTION - (i) STUCCO, (iv) WOOD SIDING - AND DOES NOT USE ANY UNACCEPTABLE MATERIALS AS OUTLINED
1C) THE BUILDING IS A DRIVE-THRU ONLY ESTABLISHMENT AND THE ONLY ENTRANCE IS AN EMPLOYEE DOOR
1D) THE ROOF DESIGN IS COMPLIANT BY USING A FLAT ROOF SYSTEM SCREENED BY PARAPETS WITH A VERTICAL CHANGE AT 2 LOCATIONS FROM THE DOMINANT ROOFLINE AND 1 PLANE CHANGE AT THE FRONT FACADE.
1E) FENESTRATION ALONG THE FRONT FACADE OF THE BUILDING UTILIZES 14 FEET OUT OF THE 20 FEET FACADE LENGTH, WITH A COMPLIMENTING FRAME AROUND THE WALL OPENING.
1F) COLORS ARE PRIMARLY EARTH TONES AND PASTELS, WITH AN ACCENT OF RED NOT EXCEEDING 20% PER FACADE.

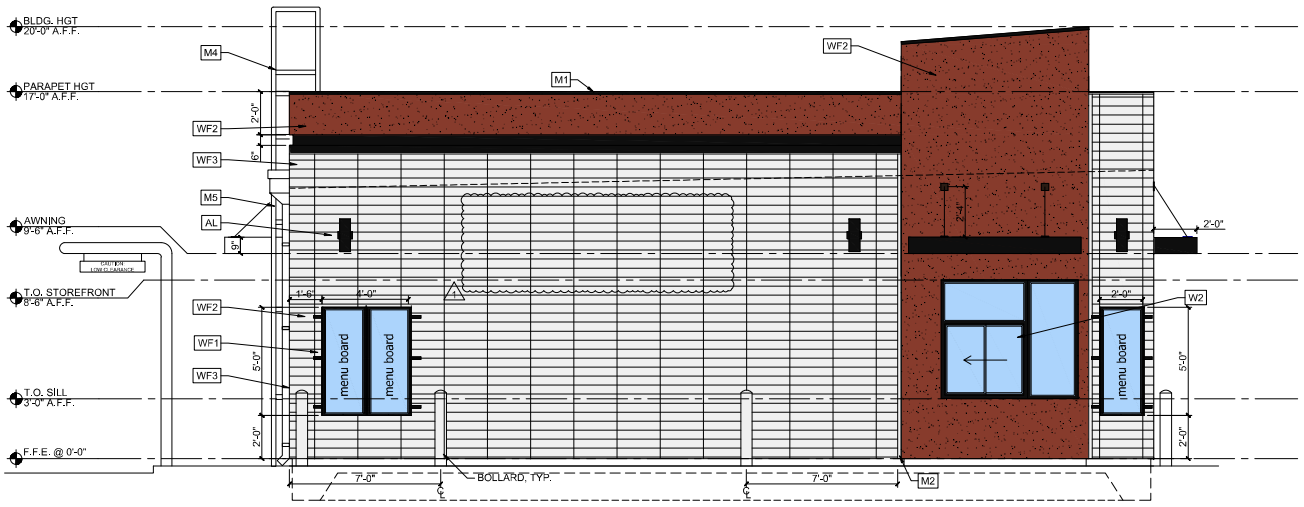
2) BUILDING FACADES UTILIZE (A) COLOR CHANGE (E) TEXTURE CHANGE (F) MATERIAL CHANGE

3) BUILDING FACADES ARE COMPLIANT WITH THE BLANK WALL AREA LIMITS SET IN THE CHAPTER

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	423 SF (59%)
EIFS (RED)	144 SF (20%)
GLAZING	35 SF (5%)
METAL/TRIM	126 SF (16%)

1



1 LEFT ELEVATION
A6.1 SCALE: 3/8" = 1'-0"

CIVIL NOTE: FINISHED ASPHALT TO B.O. SERVING WINDOWS SHALL BE 41"-43"

ELEVATION FINISH SCHEDULE

ITEM		MANUFACTURER	MODEL	COLOR	COMMENTS
WF1	FIBER CEMENT SIDING	NICHIHA	NOVENARY	OPAL	1
WF2	EIFS, TYP.	STO*	STOTHERM CI	#SW6335	6
WF3	FIBER CEMENT PANEL CORNER	NICHIHA	PANEL CORNER	OPAL	
M1	CONT. ALUM COPING, TYP.	PACTITE	TAPERED COPING*	BLACK	4
M2	METAL J-MOLD	NICHIHA	J-MOLD	OPAL/BLACK	4
M3	METAL TRIM	BY G.C.	FLAT METAL TRIM	BLACK	4
M4	MTL. LADDER FOR ROOF ACCESS	BY G.C.	-	BLACK	4
M5	MTL COLLECTOR HEAD AND DOWNSPOUT	BY G.C.	-	BLACK	4
M6	CANOPY	BY OTHERS	BY OTHERS	BLACK	4
BO	BOLLARD	BY G.C.	36" ROUNDTOP	BLACK OR BLACK COVER	
W1	DRIVE THRU WINDOW - LEFT TO RIGHT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	2, 5, 7
W2	DRIVE THRU WINDOW - RIGHT TO LEFT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	3, 5, 7
SF1	ALUM. STOREFRONT	BY G.C.	BY G.C.	DARK BRONZE ANODIZED	4
AK	EXTERIOR SIGNAGE	BY OTHERS	BY OTHERS	BY OTHERS	
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AQ	CANOPY LIGHTS	BY OTHERS	BY OTHERS	BY OTHERS	

2

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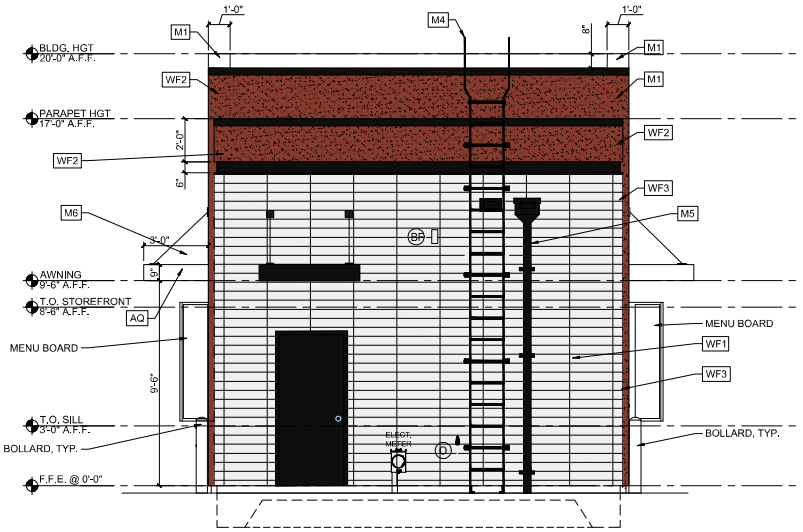
ALT WINDOW SPECS

WINDOW	MODEL	WIDTH	HEIGHT
READY ACCESS	275 LOW PROFILE	47-1/2"	43-1/2"
READY ACCESS	600 HURRICANE	47-1/2"	43-1/2"
QUIKSERV	SC-4844	47-1/2"	43-1/2"
QUIKSERV	SC-4030-IP HURRICANE	48"	36"

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	224 SF (67%)
EIFS (RED)	60 SF (18%)
METAL/TRIM	52 SF (15%)

1



2 REAR ELEVATION
A6.1 SCALE: 3/8" = 1'-0"

NOTE: DIMENSIONS SHOWN ON ELEVATIONS SHALL BE VERIFIED WITH DIMENSIONS ELSEWHERE IN THIS SET OF DRAWINGS. ANY DISCREPANCY SHALL PRIORITIZE DIMENSIONS SHOWN ON FLOOR PLANS AND DETAILS OVER DIMENSIONS NOTED ON ELEVATIONS.

DATE: 1/12/2024

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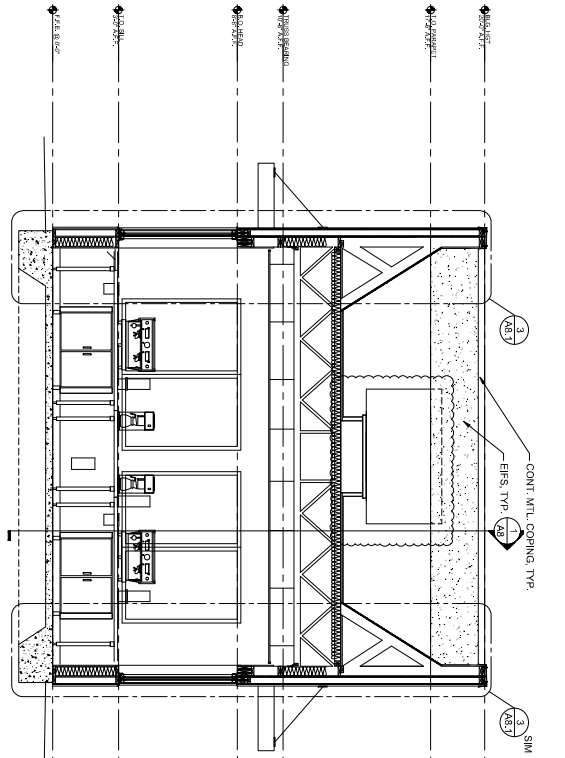
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DRIVE-UP RETAIL SALES FACILITY FOR:
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ORMOND BEACH, FL. 32174

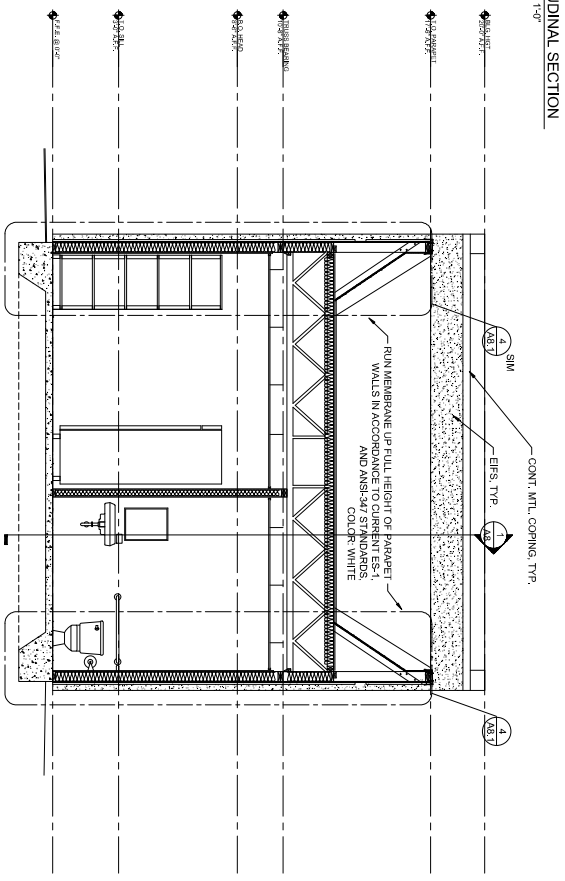
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CHECKED BY: JWT
PROJECT: EL2324
REVISION:
REVISION:
REVISION:

EXTERIOR ELEVATIONS

DRAWING NUMBER
A6.1



3 / A8 SCALE: 3/8" = 1'-0" TRANSVERSE SECTION



1 / A8 SCALE: 3/8" = 1'-0" LONGITUDINAL SECTION

2 / A8 SCALE: 3/8" = 1'-0" TRANSVERSE SECTION

ALL DOCUMENTS ARE TO BE BUILT AND BID BASED ON THE MOST STRINGENT CODES. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL WORK AND MATERIALS PROVIDED INCLUDE THE MOST RECENT CODE PER THE MUNICIPALITY FAILURE TO DO SO WILL RESULT IN THE RELIEF OF LIABILITY OF THE OWNER, ARCHITECT, ENGINEER, AND DESIGNER. DRAWINGS ARE PROVIDED AS REFERENCE AND NOT ALL CONDITIONS ARE DETAILED. IF THERE ARE ANY DISCREPANCIES IN THE PLANS AND THE FIELD CONDITIONS THE CONTRACTOR MUST NOTIFY THE ARCHITECT OR ENGINEER OF RECORD. FAILURE TO DO SO WILL RESULT IN A DENIAL OF CHANGE ORDER REQUEST.

DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
353 W. GRANADA BLVD.
ORMOND BEACH, FL. 32174

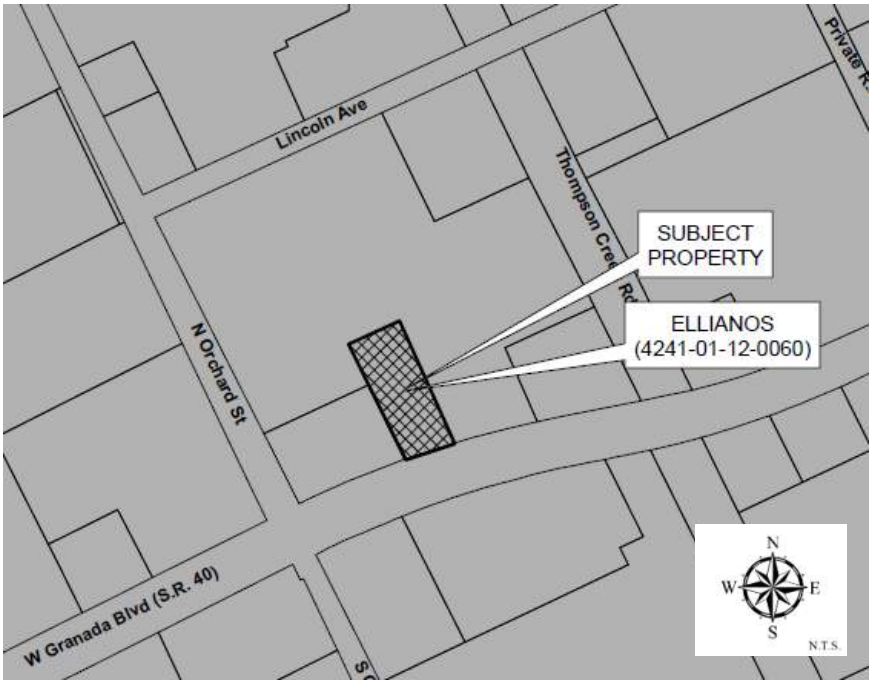
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PROJECT: ELI2324	
REVISION:	
REVISION:	
REVISION:	
BUILDING SECTIONS	
DRAWING NUMBER	A8

PLANNING BOARD
STAFF REPORT
353 W. Granada Boulevard, Special Exception
Project Number: PZ-2024-109

PLANNING BOARD DATE:	November 14, 2024
TENTATIVE CITY COMMISSION DATE:	January 7, 2025 (only one hearing)
APPLICANT:	Christopher Gmuer, President, Gmuer Engineering, LLC with authorization of the property owner, KJUMP Incorporated
LOCATION:	353 W. Granada Boulevard
REQUEST:	Special Exception Redevelopment Plan, Ellianos Coffee Drive-through
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Sarah Motes, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION: 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 Shopping Center 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.

SECTION 2, BACKGROUND: The subject property is the Winn-Dixie Shopping Center located in the Downtown Overlay District at the northeast corner of West Granada Boulevard and North Orchard Street. The applicant is proposing a redevelopment plan for the southwest corner of the parcel to develop a free-standing dual drive-through coffee shop directly adjacent to the existing Taco Bell. The project is currently under review for redevelopment by the City's Site Plan Review Committee (SPRC). The redevelopment plan includes building an approximately 800-square-foot building, re-striping a portion of the parking lot to accommodate the drive aisles and dumpster enclosure, and landscape island and planting improvements. The applicant has requested two waivers to the Land Development Code for this redevelopment project which includes **1)** landscaping requirements along the west side property line as required in Section 3-06, and **2)** vehicle stacking requirements as required in Section 3-35.

Section 2-70(m) of the Land Development Code states:

> Section 2-70(m) *Redevelopment Plan:* Where a project within a non-residential zoning district in the Downtown Overlay District cannot meet the standards of this section or the Land Development Code based on prevalence of nonconforming lots or at an applicant's option, these requirements may be waived through a city commission monitored process as a Special Exception or Planned Development aimed at producing development having design compatibility, meeting required parking to the maximum extent feasible, and achieving a high level of aesthetic appeal through a combination of innovative architecture, landscaping and hardscape materials. The Redevelopment Plan shall demonstrate compliance with the 2019 Downtown Master Plan update.

One of the 2019 Downtown Master Plan themes is Economic Development and to encourage redevelopment of key underutilized sites. The Winn-Dixie Shopping Center has sufficient space and opportunities for redevelopment. The applicant, with authorization of the property owner, is proposing to re-purpose a portion of the existing parking lot area to revitalize this area of the property.

The subject property is located in the Uptown District of the Downtown Overlay District. The Uptown District acts as the main entry to Ormond Beach. This area is heavily vehicle dominated and houses most of the districts major regional retailors. The Ormond Beach Downtown Design Guidelines calls for properties in this area to build in a more suburban design. The citywide architectural design styles mandated in the Land Development Code

apply to this district. The proposed project provides retail options for vehicles traveling through the City and part of the project re-development will be a landscape betterment plan. Attachment 2 includes excerpts from the Downtown Master Plan update.

SECTION 3, ANALYSIS: The subject property is designated as "General Commercial" on the City's Future Land Use Map (FLUM), and is classified as B-4 (Central Business) on the City's Official Zoning Map. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Business Warehouse	"Light Industrial/Utilities"	I-1 (Light Industrial)
South	Taco Bell, Arby's, Granada Place Shopping Plaza	"General Commercial"	B-4 (Central Business)
East	Thompson Creek, Moe's, Preschool, Wendy's, Ace Hardware	"Open Space/Conservation" and "General Commercial"	I-1 (Light Industrial) and B-4 (Central Business)
West	Office Depot	"General Commercial"	B-4 (Central Business)

The use is the existing Winn-Dixie Shopping Center. The Special Exception proposes 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. Due to existing site conditions and the Land Development Code standards, the applicant has requested waivers to landscaping buffer standards and vehicle stacking standards.

Waiver 1: Landscaping Buffer Waiver

The applicant has provided a letter of explanation for the requested waivers which is included in Attachment 3 at the end of the staff report. Section 3-06 of the City's Land Development Code (LDC) requires landscaping buffers on all sides of the property. The west side property line requires a 6-foot landscaping buffer. There is currently no landscaping in this area and due to existing drive aisles, the applicant has requested a waiver to this code standard. The applicant has committed to install these required plantings in other portions of the site and has coordinated with the City's Landscape Architect on a landscape betterment plan.

Waiver 2: Vehicle Stacking Requirements Waiver

Section 3-35 of the Land Development Code regulates vehicle stacking requirements. Based on the proposed use of "Restaurants, drive-through", the applicant is required to have 6 vehicles per service lane that do not impact other drive aisle areas. The applicant is proposing a dual drive-through, but can only accommodate 5 vehicles stacking on each drive-through lane. The applicant is requesting a waiver to this standard to allow for a

5-vehicle stacking for both the south-bound and north-bound drive-through lanes. The applicant has committed to installation of a curb on the north-bound drive-through lane to ensure that no vehicles stack onto the W. Granada Boulevard right-of-way.

There are two key aspects of the site plan review. The first key aspect is to ensure that there is no stacking of vehicle traffic onto West Granada Boulevard. The applicant has agreed to physically block vehicular stacking that could impact West Granada Boulevard. A second key aspect is to add landscaping wherever possible. The landscape material that would be required in the buffer interface sought to be waived will be utilized elsewhere on the property. The front landscape buffer is also being refreshed to meet Land Development Code requirements.

SECTION 4, SPECIAL EXCEPTION CRITERIA: Section 2-56 of the Land Development Code outlines the general criteria for all Conditional and Special Exception approvals:

A. ***Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.***

The proposed Special Exception would not have an impact to the overall parking requirements. The cover sheet of the site plan provides a parking calculation that requires 347 spaces and the project will provide 411 parking spaces after site development. During the Site Plan Review, staff has expressed concern about overflow stacking onto West Granada Boulevard. The applicant has committed to installation of a curb on the north-bound drive-through lane to ensure that no vehicles stack onto the West Granada Boulevard right-of-way, and there are no adverse impacts on adjoining properties.

B. ***Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Land Development Code.***

The subject property is located in the Downtown Overlay District and qualifies for site redevelopment through a Special Exception process. This process allows for nonconforming or constrained sites to be redeveloped with the ability to ask for waivers to reduce required yards, buffering, and landscaping. The applicant has asked for a waiver to the west side yard landscape buffer requirement. There is currently no landscaping in this area and due to existing drive aisles, the applicant has requested a waiver to this code standard. The applicant has committed to install these required plantings in other portions of the site and has coordinated with the City's Landscape Architect on a landscape betterment plan.

C. ***Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or special exceptions are located.***

This is a Special Exception to allow redevelopment of a portion of the Winn-Dixie Shopping Center parking lot. There have been no other Special Exceptions applied to the property or adjacent properties and the site improvements are anticipated to

help maintain the overall characteristic of the district and ensure consistency with the 2019 Downtown Master Plan.

D. ***Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.***

The requested Special Exception to allow redevelopment of a portion of the parking lot for a dual-lane drive-through coffee shop would be to assure compatibility with the existing and proposed uses in the surrounding area. The subject property is located in the Uptown District of the Downtown Overlay District which has a high volume of vehicle travel and the proposed business would cater to these commuters.

E. ***The conditional or special exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques.***

This Special Exception will not generate hazardous waste.

F. ***All development proposed as a conditional special exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed use development and shall also comply with appearance and design guidelines for historic structures.***

The project is not located within, or adjacent to, a historic district and this criterion does not apply to the project development.

G. ***Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) footcandles at the property line.***

There are no changes to the existing site lighting of the parking lot as part of the proposed project. The applicant is proposing lighting fixtures affixed to the building that will be directed towards the ground and not have adverse impacts to an adjacent property or rights-of-way. The applicant's proposed building elevations are included with Attachment 3. All proposed lighting shall comply with the City's Land Development Code lighting requirements.

SECTION 5, DEVELOPMENT ORDER CRITERIA: Section 1-15(e) (Planning Board) and Section 1-18(e)(2) (City Commission) of the Land Development Code provides development order criteria for Special Exception applications.

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 development conforms to the standards and requirements of the Land Development Code with the exception of the waivers requested to certain Land Development Code requirements as part of the redevelopment plan. The proposed redevelopment plan will not create undue crowding or adversely affect the public health, safety, welfare, or quality of life.

2. **The proposed development is consistent with the comprehensive plan.**

   The site has a Future Land Use designation of “General Commercial”, which the purpose is to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. The proposed Special Exception Redevelopment Plan is proposing a dual-lane drive-through coffee shop that will provide retail and restaurant services to the surrounding community. This proposal is consistent with the Comprehensive Plan and land use.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including, but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Special Exception Redevelopment Plan will will re-purpose existing infrastructure and will not adversely impact environmentally sensitive lands or natural resources.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed redevelopment of a portion of the Winn-Dixie parking lot is not expected to impact the functionality of the existing parking lot, and would not create a nuisance or negatively impact the adjoining properties or surrounding neighborhood.

5. **There are adequate public facilities to serve the development, including, but not limited to roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   Public facilities currently serve the site and there would be no impact to the existing infrastructure.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The Special Exception Redevelopment Plan does not require a traffic study based on the proposed use. During the Site Plan Review, staff has expressed concern about

overflow onto West Granada Boulevard. The applicant has committed to installation of a curb on the north-bound drive-through lane to ensure that no vehicles stack onto the West Granada Boulevard right-of-way or negatively impact pedestrian/bicycle safety and mobility. The proposed development will provide adequate access in case of fire or catastrophe.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed project seeks to re-purpose a portion of the Winn-Dixie parking lot to revitalize a portion of the property currently underutilized. The proposed building elevations will match the colors and style of the existing shopping center and blend with the existing businesses.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed development is a dual-lane drive-through only coffee shop with no outdoor or indoor seating proposed. The site design provides for safe access for the employees/occupants of the building and sufficient signage and striping for customers and visitors to the business.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed building elevations will match the colors and style of the existing shopping center and blend with the existing businesses. The building design will meet the City's architectural design standards outlined in Section 3-67 of the Land Development Code and will not negatively impact the aesthetics of the surrounding area.

10. **The testimony provided at public hearings.**

    This application has not been reviewed in a public forum and no testimony has been provided. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

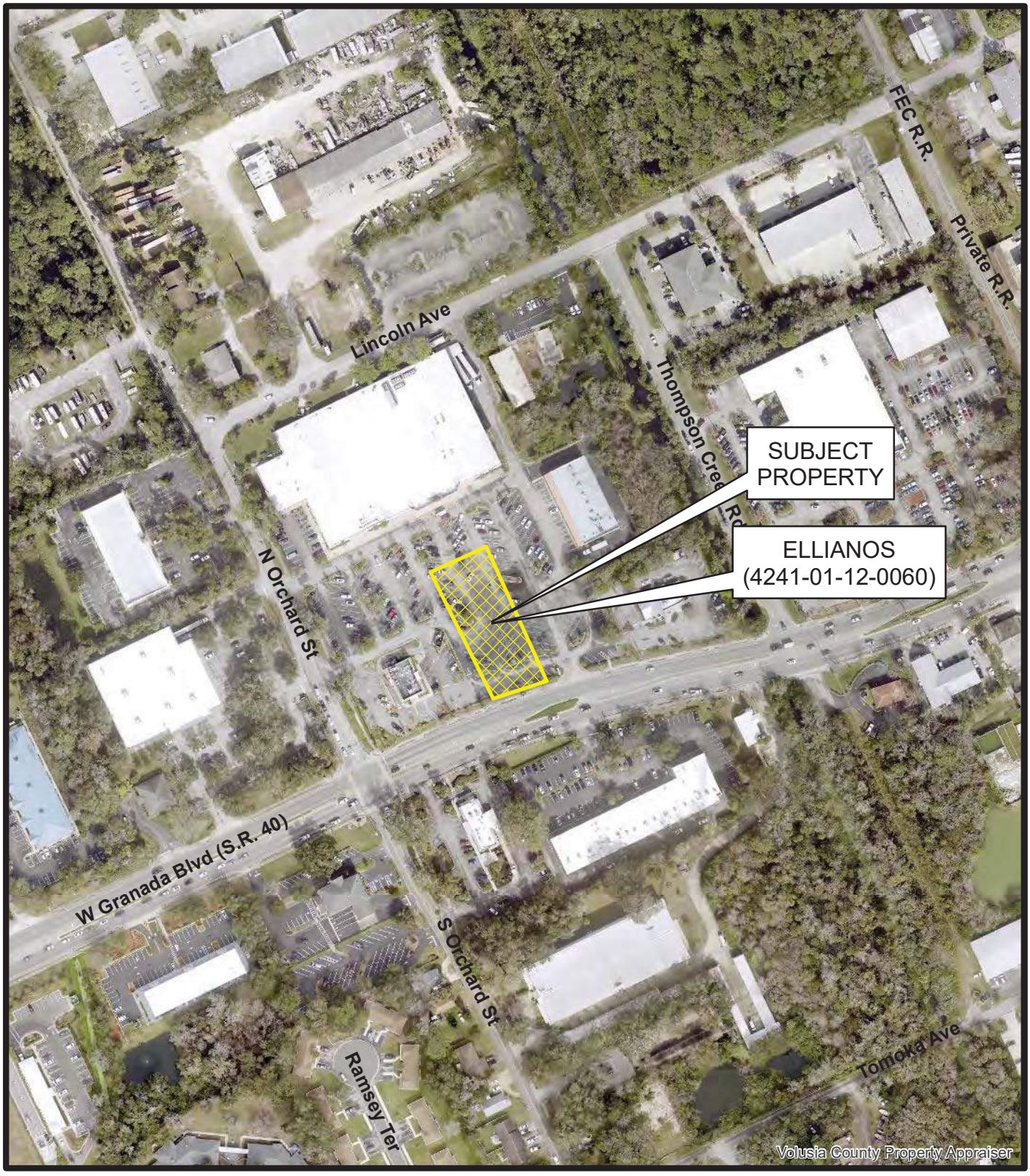
SECTION 6, RECOMMENDATION: It is expected that the application will be reviewed by the City Commission on January 7, 2025. It is recommended that the Planning Board **APPROVE** the application to allow the re-purposing of a portion of the Winn-Dixie Shopping Center parking lot to construct an approximately 800-square-foot free standing dual-lane drive-through only coffee shop and associated site improvements at 353 West Granada Boulevard. The Redevelopment Plan is consistent with the 2019 Downtown Master Plan.

Attachments:

Attachment 1: Site maps and photos
Attachment 2: Excerpts from 2019 Downtown Master Plan
Attachment 3: Applicant submitted information

Attachment 1:

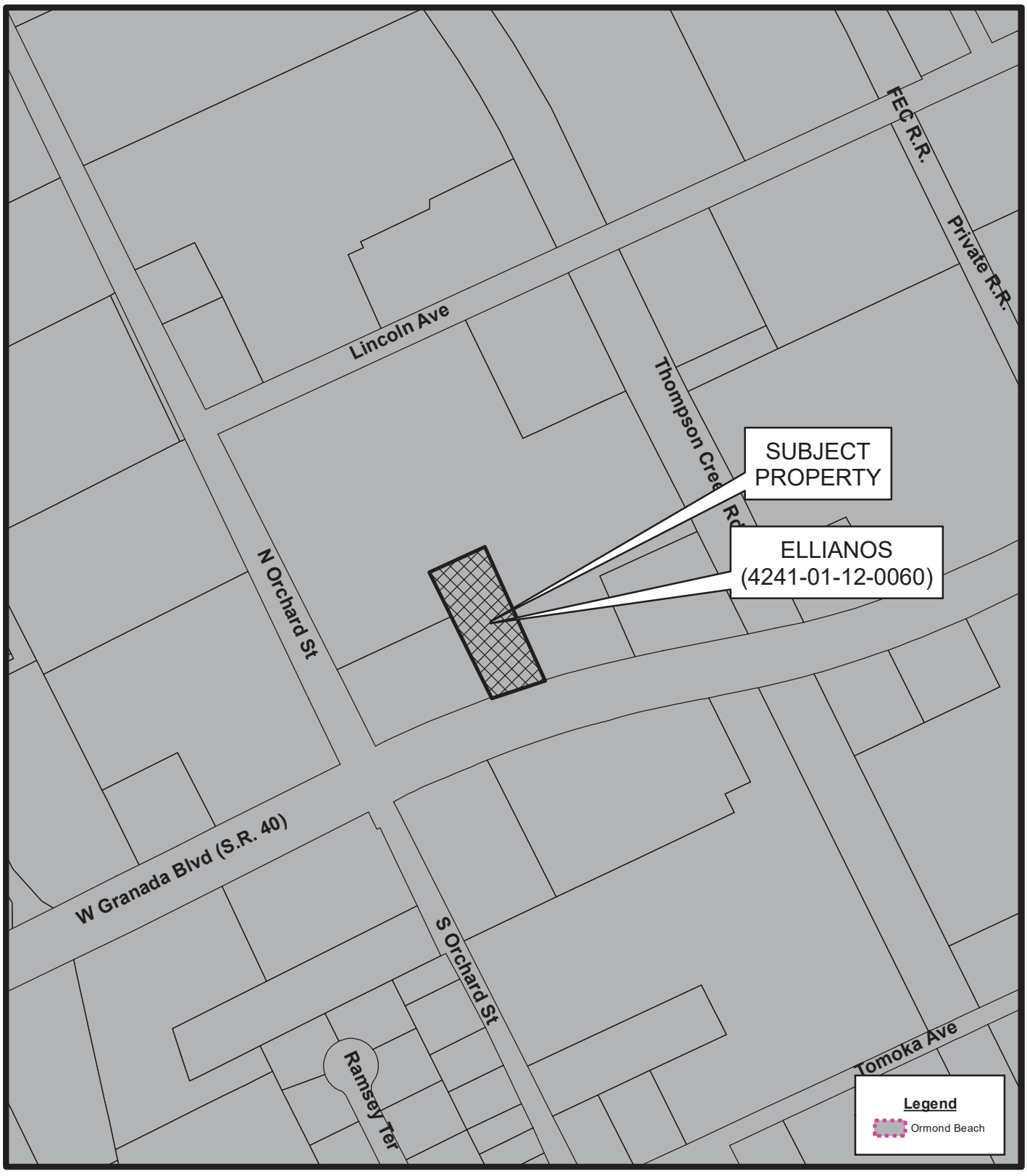
Site Maps and photos



AERIAL MAP
ELLIANOS
(4241-01-12-0060)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 7, 2024

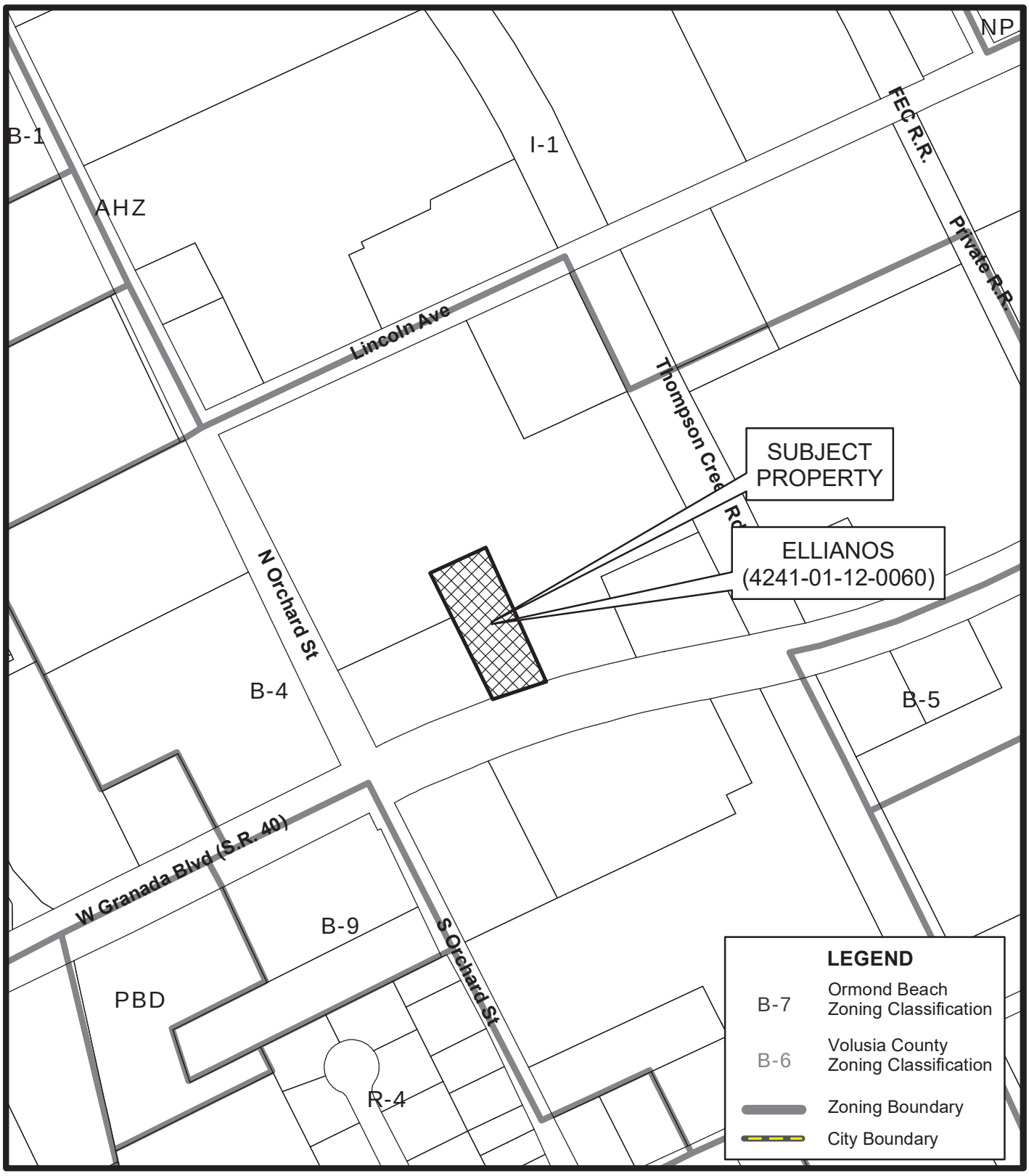
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LOCATION MAP
ELLIANOS
(4241-01-12-0060)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 7, 2024

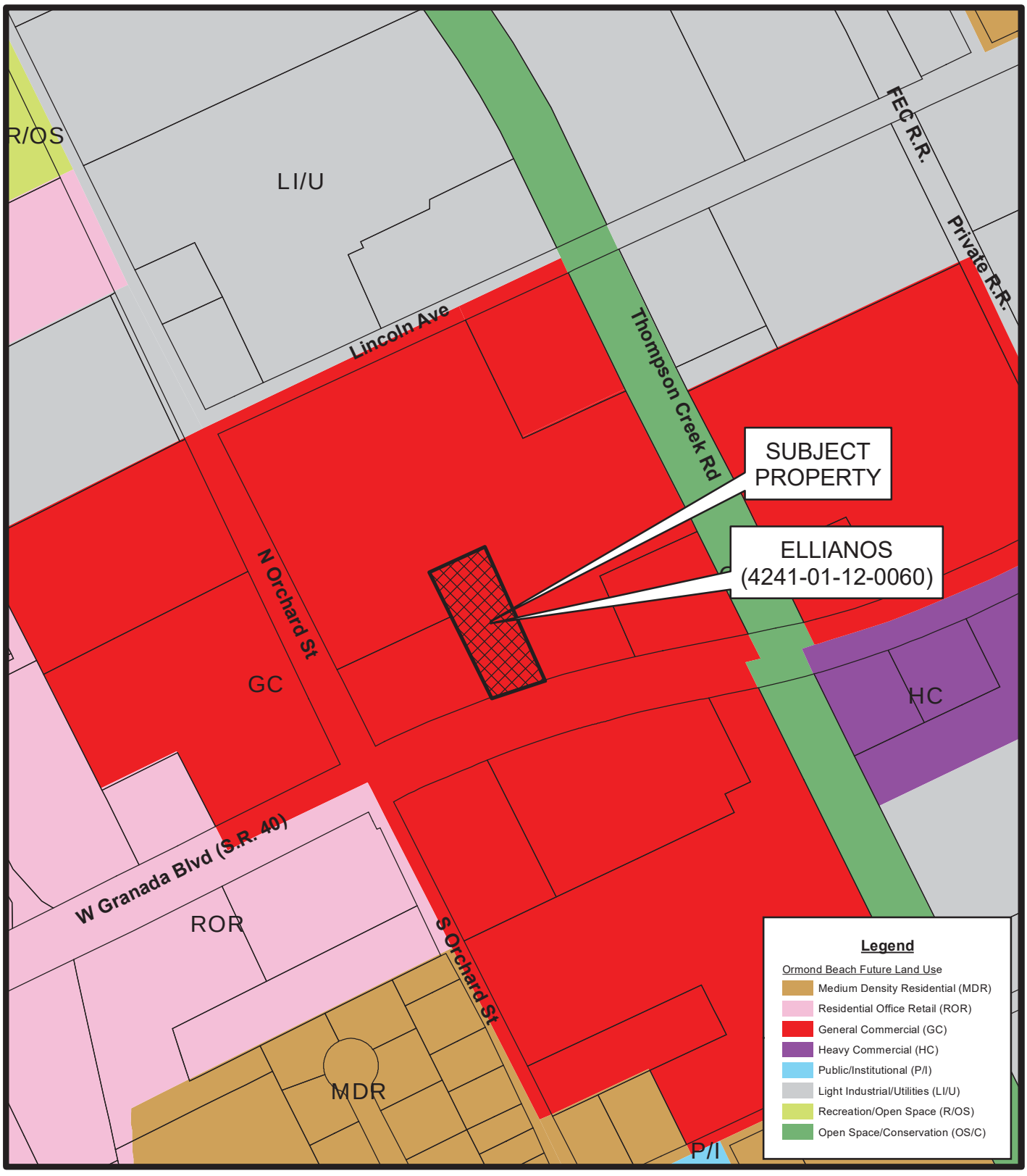
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ZONING MAP
ELLIANOS
(4241-01-12-0060)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 7, 2024

N
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N.T.S.



FUTURE LAND USE MAP
ELLIANOS
(4241-01-12-0060)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 7, 2024

N
W E
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N.T.S.



Shopping center, looking north towards Winn-Dixie



Shopping center, looking northwest



Shopping center, looking north towards Winn-Dixie



Shopping center, looking east towards West Granada Boulevard access point

Attachment 2:

Excerpts from 2019 Downtown Master Plan

Economic Development

MISSION STATEMENT

Foster a successful, attractive, pedestrian oriented downtown retailing place with interesting places to shop and work, quality civic assets, proximate parking and nearby supportive residential (including mixed-use) development.

VIEWPOINT

The Master Plan participants are fundamentally interested in continued economic development, however, not without sensitivity to potential community impacts such as appearance, traffic, or environmental impact. There is a recognition that Ormond Beach must have 'things to do' and 'reasons to come'. This led to discussion about better understanding possible unmet visitor needs while also providing services and uses that could strengthen the local economy and quality of life.

TOP PRIORITIES

Significant new ideas included a general interest in exploring possibilities for a new hotel product in the CRA, as well as encouraging new forms of residential or mixed-use development to support local retail.

- Develop a quality based, 'named' Hotel operated by a major national "flag"
- More mid-scale residential in the Downtown
- More Events + Pop-Up Activities – find a place(s) to hold events
- Marketing / Branding of the Districts
- Celebrate Gateway, Downtown, Beachside (and Bridge District)

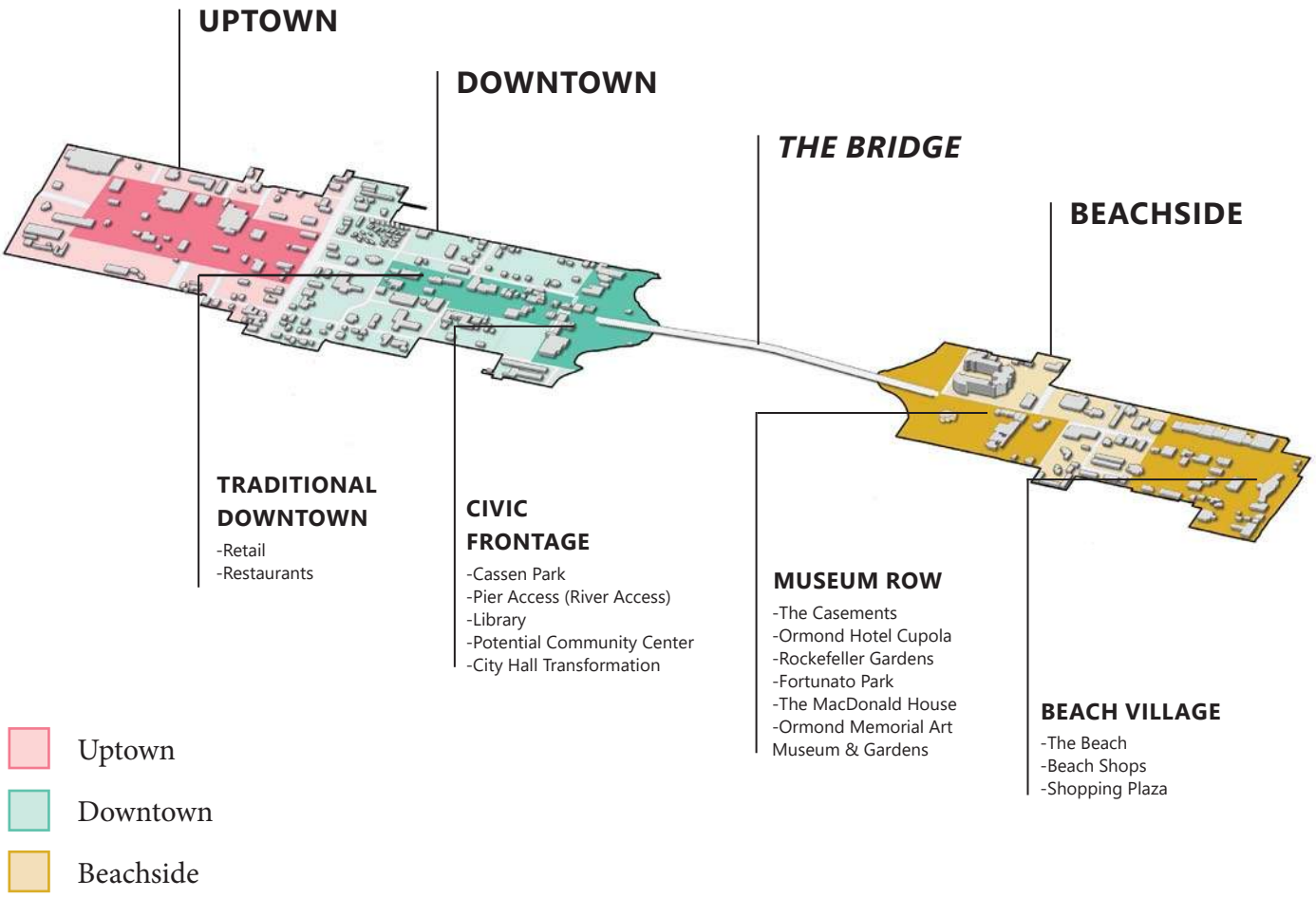
SECONDARY PRIORITIES

A general understanding that despite significant growth and commercial enhancement, there are still significant underutilized 'opportunity sites' as well as emergent new businesses that the CRA can continue working to promote and partner reinvestment.

- Redevelop key underutilized sites – business recruiting
- Expand / diversify grants for small business
- Consider project financing options

Identity

The Districts & Subdistricts



Uptown:

Uptown acts as the main entry to Ormond Beach. This area is heavily vehicle dominated and houses most of the districts major regional retailors. Through enhanced street scaping, which includes native plants and shade trees, and enhanced painted bike lanes the space can begin to serve pedestrians and multimodal transportation.

Downtown:

The majority of survey respondents (92%) consider this area to be the heart of downtown. Housing locally owned retail including small restaurants, boutiques, art galleries, and other shops, in a walkable proximity, this area functions as Downtown. Providing a more pedestrian friendly environment and creating enhanced connectivity could enhance this area.

Development Recruiting

There are several uses including Hotel, Retail and Residential that are desired in the CRA. The new Lucky's Grocery is an example of positive change and a sign that new commercial development is interested in the Ormond CRA / Granada Blvd Corridor. A number of candidate sites are available in the Gateway, Downtown and Beach districts that could bring significant reinvestment throughout the corridor. This will both repurpose underutilized or antiquated sites while completing a more well-rounded set of commercial offerings and services.

In addition to commercial, meeting participants expressed strong desire for more people living in or near the CRA to create a more consistent basis of activity and business support. This may come in the form of residential or hotel – two development types that are not significantly expressed in the Granada Corridor. Residential most likely means mid-rise development (4-6 stories) along the corridor and townhome / garden (2-4) stories at the corridor edges near single family residential. This may be ownership or rental; however, it is notable that high quality rental tends to bring more consistent local occupancy than ownership, which may become seasonal condominium. Diversity is key.

Hotel is another use that is not significantly present in the corridor. It is notable that hotel guests typically exhibit 3-4 times as much local spending as permanent resident or long-term condominium rental. This is due to a few factors: most meals are eaten 'out' (limited kitchens), faster turnover of stays (new people every few days) and a more active habit of 'vacation spending'. Development alternatives may include a luxury hotel, or more likely a family-oriented product for short stays. A business class hotel of approximately 110 rooms is a common benchmark for major 'flag' hoteliers who will insure a quality product, consistent operations and maintenance as well as the critical national marketing / travel database presence. Hyatt, Marriott, Hilton and others all have quality products in a family-oriented price point that are typically delivered with specialized finishes and design packages appropriate to the local setting.

Within the Ormond Beach CRA, there are opportunities to identify and provide initial prospectus level documentation of key sites or areas and market those to brokers or developers who are associated with name brand products. With other investments in the corridor, it would appropriate to market specific properties or the CRA in general to encourage other quality providers to follow in the footsteps of Lucky's, investing in the Granada Corridor.

Attachment 3:

Applicant submitted information

2603 NW 13th St, Box 314
Gainesville, FL 32609
Ph. (352) 281-4928
gmuereng.com

October 2, 2024 (Revised Oct 29, 2024)

City of Ormond Beach

Re: Variance Request Letter of Explanation
Ellianos Ormond Beach Granada Blvd

This letter is submitted as a request for a variance from the literal enforcement of the following standards from the Land Development Code. Sensible solutions were posed by staff during a meeting on June 19th that was conducted to discuss staff comments dated May 22, 2024 for the above referenced project. Below are the applicable code sections followed by the requested variance and justification.

Standard #1

Sec. 3-06. - Buffer area requirements.
(a)In general. Landscaped buffers shall be developed between differing land uses based on this section……. In no instance shall any side or rear yard buffer be less than six feet (6') or any front yard or side corner yard buffer be less than ten feet (10')….

Requested Variance

Calculate the plantings required for a 6ft Type 1 Side Landscape Buffer and install those plantings along the western street frontage of the shopping center along N Orchard St.

Justification

The proposed coffee shop is integrating into an existing shopping center that also has existing, occupied outparcels, such as the Taco Bell located in the southwest corner of the shopping center. The Taco Bell gains access to W Granada Blvd and N orchard St via the shopping center's driveways along with integration with parking drive aisles, utility mains, etc. This integration is further illustrated by how the Taco Bell outparcel boundary line was not drawn with buffers in mind, but instead through the existing parking lot pavement with ingress/egress easements, etc. In discussions with staff at the 6/19 meeting, the goal of the buffer would be better suited if the plantings were to be installed along the western (N Orchard St) street frontage of the shopping center parking lot. This would upgrade a portion of the shopping center toward modern standards; increasing the effectiveness / value of the plantings.

elegant solutions | technology driven | civil engineering

Standard #2

Sec. 3-35. - Stacking areas for drive-through or pickup/drop-off facilities.
Restaurants, drive-through: 6 vehicles per service lane, a minimum 3 space behind the order window or outdoor communication device, if used

Requested Variance

Reduce the stacking requires to 5 spaces.

Justification

1. The proposed coffee shop is a drive through only facility; No parking or walkups are allowed.
2. The facility provides a dual driveway configuration and as such 10 stacking spaces are provided in total.
3. Mainly serves coffee and associated baked goods due to the fast preparation of these products. An order window would reduce efficiency. Instead, drinks are prepared in direct communication with the customer.
4. Peak sales are from 6am through 10am.
5. Shopping centers are great locations for these drive through only facilities. The parking lots are sized for holiday shopping such as Thanksgiving with peak parking lot occupancy being in the afternoon. Additionally, many of the trips to the coffee shop would be pass-by preparing for holiday shopping.
6. Any out of the ordinary stacking would be directed into open / non-utilized areas of the shopping center parking. More specifically, the eastern drive through utilizes a concrete traffic separator with a curved entrance to keep stacking from impacting the driveway to Granada. And the tail of the western drive through stacking is more than 200ft from the Orchard St driveway.
7. The path of the stacking has been designed to preserve ingress / egress of the existing driveways to W Granada Blvd and N orchard St. They would not be blocked. (This is a common issue for other coffee establishments that have a single use sites that might spill onto the main roads.) Additionally, the proposed concrete traffic separator has been designed to maintain the normal traffic patterns of the parking lot.
8. See sheet C-091 of the site plans which have callouts for the stacking, combined order / pickup window serving 5 stacking spaces for each of the two drive throughs for a total of 10 stacking spaces, and the proposed concrete traffic separator.

Please let us know if you need any additional information for your review.

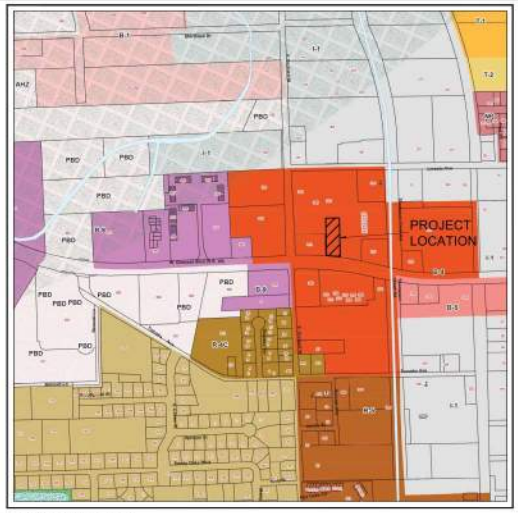
Sincerely,
Gmuer Engineering, LLC

Christopher A Gmuer, PE, President

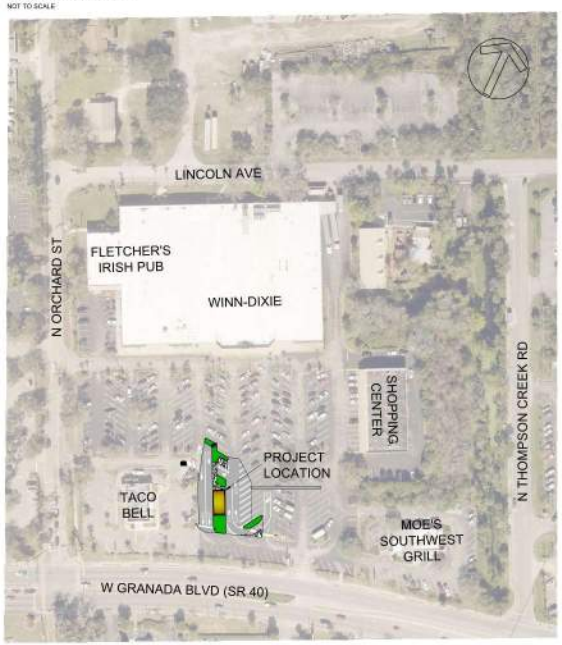
ELLIANOS

ORMOND BEACH

GRANADA BLVD



LOCATION MAP
NOT TO SCALE



SITE PLAN MAP
NOT TO SCALE

PROJECT INFORMATION

PROJECT NAME ELLIANOS ORMOND BEACH

LOCATION P/I#:4241011200B0
341 W GRANADA BLVD
ORMOND BEACH, FL 32174

PROPERTY OWNER KJUMP, INC.
133 NEPTUNE AVE
ORMOND BEACH, FL 32176

CLIENT CONTACT TREVOR HICKMAN
(386) 365-5629 - Trevor@Ellianos@outlook.com
164 SW KEVIN GLN
LAKE CITY, FL 32024

CIVIL ENGINEER CHRISTOPHER A. GMUER, PE
GMUER ENGINEERING, LLC
(352) 281-1928 - chrisg@gmuereng.com
2603 NW 13TH ST BOX 314
GAINESVILLE, FL 32609

LANDSCAPE ARCH BRIAN D. BORTON
BORTON DESIGN, INC.
(904) 234-6510 - bdb@bortondesign.com
1394 N KYLE WAY
SAINT JOHNS, FLORIDA 32259

SITE AREA 7.81 AC
ZONING B-4
FLU GENERAL COMMERCIAL (GC)

SOILS MAP FROM WEBSOILS

LEGAL DESCRIPTION (OFFICIAL RECORDS BOOK 5385 PAGE 284)

TRACT 1:
A PORTION OF THE MAP OF THE HENRY YOUNG GRANT IN ORMOND, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, ACCORDING TO THE ASSESSORS MAP THEREOF AS RECORDED IN MAP BOOK 2, PAGE 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD (100-FOOT RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET (40-FOOT RIGHT-OF-WAY); THENCE NORTH 25°33'41" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET A DISTANCE OF 155.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE NORTH 25°33'41" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET A DISTANCE OF 473.72 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET WITH THE SOUTHERLY RIGHT-OF WAY LINE OF LINCOLN AVENUE (50-FOOT RIGHT-OF-WAY); THENCE NORTH 64°26'19" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE A DISTANCE OF 480.00 FEET TO A POINT; THENCE SOUTH 25°33'41" EAST, AND LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE, A DISTANCE OF 234.34 FEET TO A POINT; THENCE NORTH 64°33'03" EAST A DISTANCE OF 196.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL (100-FOOT RIGHT-OF-WAY); THENCE SOUTH 26°27'27" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID THOMPSON CREEK CANAL A DISTANCE OF 259.95 FEET TO A POINT; THENCE SOUTH 25°37'30" EAST AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL, A DISTANCE OF 36.57 FEET TO A POINT; THENCE SOUTH 64°26'19" WEST, AND LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF THOMPSON CREEK CANAL, A DISTANCE OF 195.48 FEET TO A POINT; THENCE SOUTH 25°33'41" EAST A DISTANCE OF 146.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRANADA BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD AND ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1950.08 FEET AND A CENTRAL ANGLE OF 06°07'17", AN ARC DISTANCE OF 277.83 FEET TO A POINT; THENCE NORTH 25°33'41" WEST, AND LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF GRANADA BOULEVARD, A DISTANCE OF 163.06 FEET TO A POINT; THENCE SOUTH 61°26'19" WEST A DISTANCE OF 211.00 FEET TO POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ORCHARD STREET AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

EASEMENTS FOR THE BENEFIT OF TRACT 1 AS SET FORTH IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED RIG OFFICIAL RECORDS BOOK 2473, PAGE 935; AND FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 222, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROPOSED USE SHOPPING CENTER
SETBACKS FRONT 15 FT
REAR 20 FT
SIDE 10 FT
STREET SIDE 20 FT
WATERBODY 30 FT

REQ. PARKING 1 PARKING SPACE PER 225 SF OF INTENSIVE RETAIL SALES (LEASABLE SHOPPING CENTER)
20% MULTI-MODAL REDUCTION
CALCULATION 86,380 SF GROCERY STORE
10,160 SF RETAIL STRIP
840 SF PROPOSED COFFEE SHOP
97,264 SF TOTAL
433 SPACES X 20% REDUCTION
347 REQUIRED PARKING SPACES

PROP. PARKING 331 EXISTING ON-SITE SPACES
104 EXISTING OFF-SITE SPACES
24 SPACES REMOVED BY PROJECT
411 SPACES NET REMAINING

BUILDING DATA TABLE

TYPE OF CONSTRUCTION V
STORIES 1
SF 820
FFE 108.00
HEIGHT 17'-0"

ellianos

Christophe r A Gmuer 2024.10.29 16:43:29 '00'04-

ELLIANOS ORMOND BEACH STATEMENT OF INTENT

THE PROJECT WILL BE LOCATED ON THE EXISTING WINN-DIXIE PROPERTY AT 253 W GRANADA BLVD, ORMOND BEACH, FL 32174. THIS WOULD INVOLVE REDEVELOPING A PORTION OF THE EXISTING PARKING LOT IN ORDER TO CONSTRUCT AN ±800 SF FREE STANDING DUAL DRIVE THROUGH BUILDING. MODIFICATIONS WOULD INCLUDE: DEMOLISHING A PORTION OF THE EXISTING PARKING LOT, CONSTRUCTING THE BUILDING, CONSTRUCTING THE DRIVE THROUGH LANES, MODIFYING ASSOCIATED PARKING SPACES, LOCATION OF THE DUMPSTER, AND TRENCHES FOR UTILITY SERVICE CONNECTIONS. THE DUAL SIDED DRIVE THRU IS TO SERVE BEVERAGES AND THE LEFT SIDE MAY HAVE SECOND FOOD PICKUP WINDOW TOWARDS REAR. ELLIANOS COFFEE IS A DUAL SIDED DRIVE THRU ONLY BUILDING.

SHEET INDEX

C-000	COVER & SHEET INDEX
C-010	NOTES & LEGEND
C-050	DEMOLITION PLAN
C-090	MASTER PLAN
C-091	DRIVE THROUGH STACKING PLAN
C-100	SITE, PAVING, GRADING, & DRAINAGE PLAN
C-250	SITE DETAILS
C-300	UTILITY PLAN
C-350	CITY WATER DETAILS
C-351	CITY WASTEWATER DETAILS
LS-01	LANDSCAPE PLAN
LS-02	IRRIGATION PLAN
LS-03	LANDSCAPE SPECIFICATIONS / DETAILS
1 OF 1	SPECIFIC PURPOSE SURVEY
1 OF 1	OVERALL ALTA SURVEY
A1	ARCHITECTURAL FLOOR PLAN
A6	ARCHITECTURAL EXTERIOR ELEVATIONS
A6.1	ARCHITECTURAL EXTERIOR ELEVATIONS
A8	ARCHITECTURAL MECHANICAL ROOF SCREENING

PRELIMINARY
PRICING: BUDGETING
CONSTRUCTION:

PERMITTING / DESIGN REVISIONS:
2023-09-20 30% PLAN
2023-12-04 90% PLANS FOR DESIGN TEAM COORDINATION
2024-04-08 90% PLANS FOR CITY RESUBMITTAL
2024-04-08 90% PLANS FOR CITY RESUBMITTAL
2024-05-24 90% PLANS FOR CITY RESUBMITTAL
2024-10-14 100% PLANS FOR CITY RESUBMITTAL
2024-10-29 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

CHRISTOPHER A. GMUER LICENSE No. 71599 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Christopher A. Gmuer, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

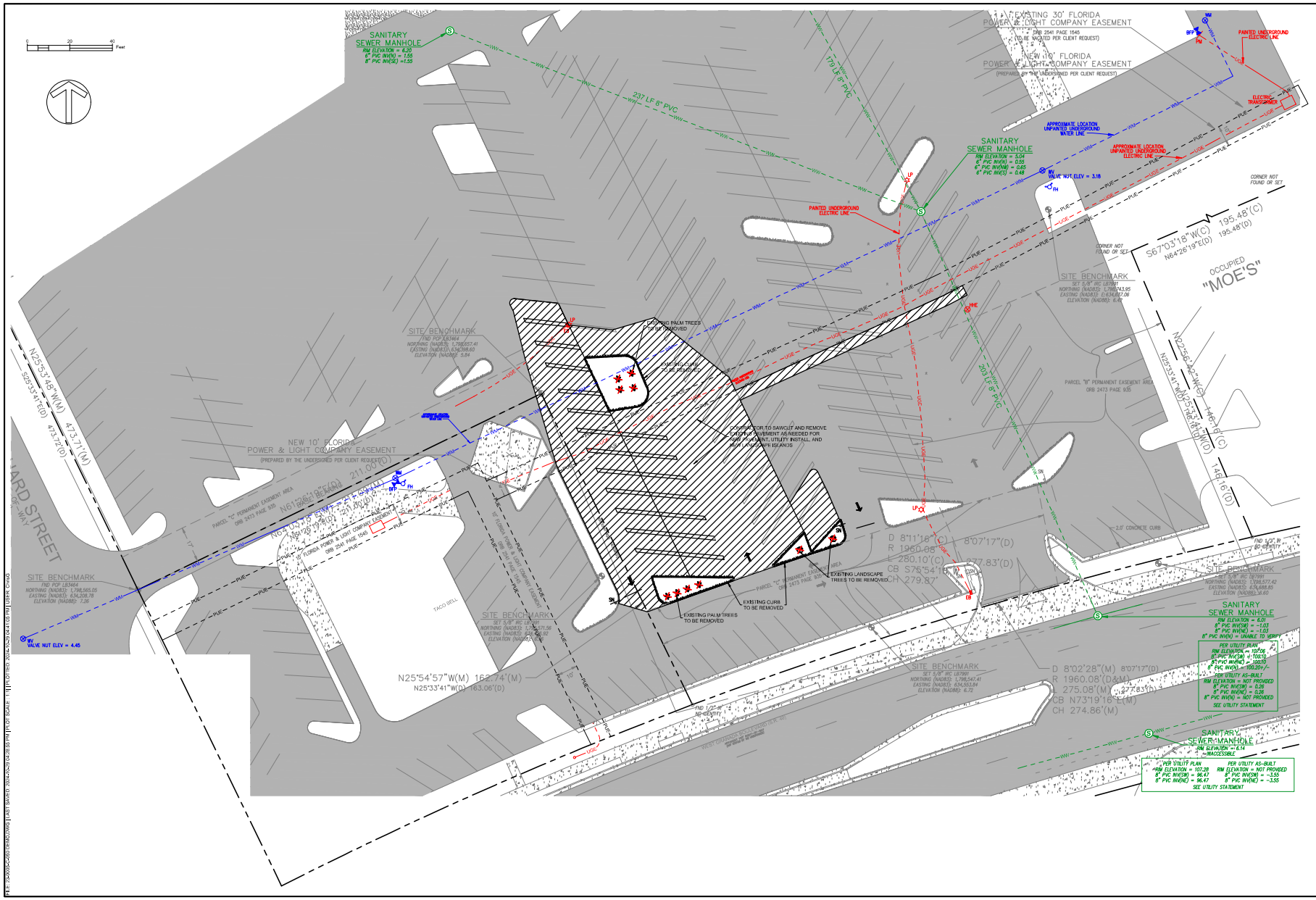
Gmuer ENGINEERING
FL CoA # 31333 gmuereng.com (352) 281-1928
2603 NW 13TH ST BOX 314 Gainesville, FL 32609

CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
20-0242
gEng PROJECT #

ELLIANOS
ORMOND BEACH
GRANADA BLVD

COVER & SHEET INDEX

C-000



PRELIMINARY
PRICING: BUDGETING
CONSTRUCTION:

PERMITTING / DESIGN REVISIONS:
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2024-04-18 100% PLANS FOR CITY RESUBMITTAL
2024-04-29 100% PLANS FOR CITY APPROVAL

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FL PE # 71599
2024-10-29

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No. 71599
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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Gmuer ENGINEERING
gmuereng.com (352) 281-4089
Concord Ln, Ocala, FL 34476
FL CA # 31833
REG NO 1001 ST No 54

CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
20-0042
dl-rg PROJECT #

ELLIANOS
ORMOND BEACH
GRANADA BLVD

DEMOLITION PLAN

C-050



PRELIMINARY

PRICING: BUDGETING

CONSTRUCTION:

PERMITTING / DESIGN REVISIONS:

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2024-MAR-04 90% PLANS FOR CITY RESUBMITTAL
2024-APR-04 100% PLANS FOR CITY RESUBMITTAL
2024-MAY-08 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

CHRISTOPHER A. GMUER
LICENSE
No. 71599
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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Gmuer ENGINEERING
FL CA # 31833
2600 WOOD ST STE 4 Concord, CA 94520
gmuereng.com (925) 281-4059

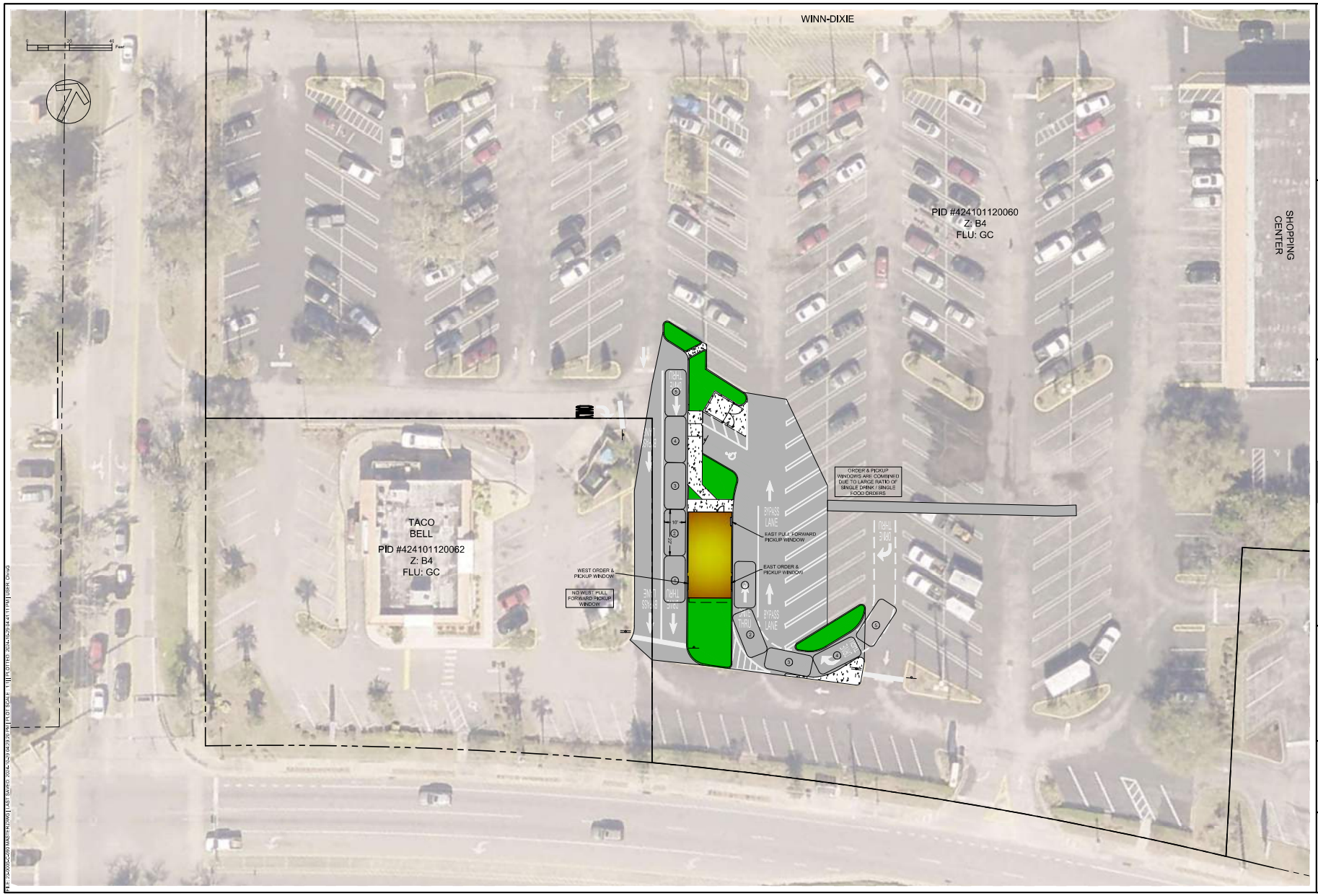
CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
Gmuer PROJECT #: 20-042

ELLIANOS
ORMOND BEACH
GRANADA BLVD

MASTER
SITE PLAN

C-090

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PRELIMINARY

PRICING:

CONSTRUCTION:

BUDDETING

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ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

CHRISTOPHER A. GMUER LICENSE No. 71599 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Gmuer ENGINEERING

FL CA # 31333
1600 NW 163RD ST STE 104 OPA LOCKA, FL 33054

gmuereng.com (305) 281-4559

CLIENT: ELLIANOS COFFEE

DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE

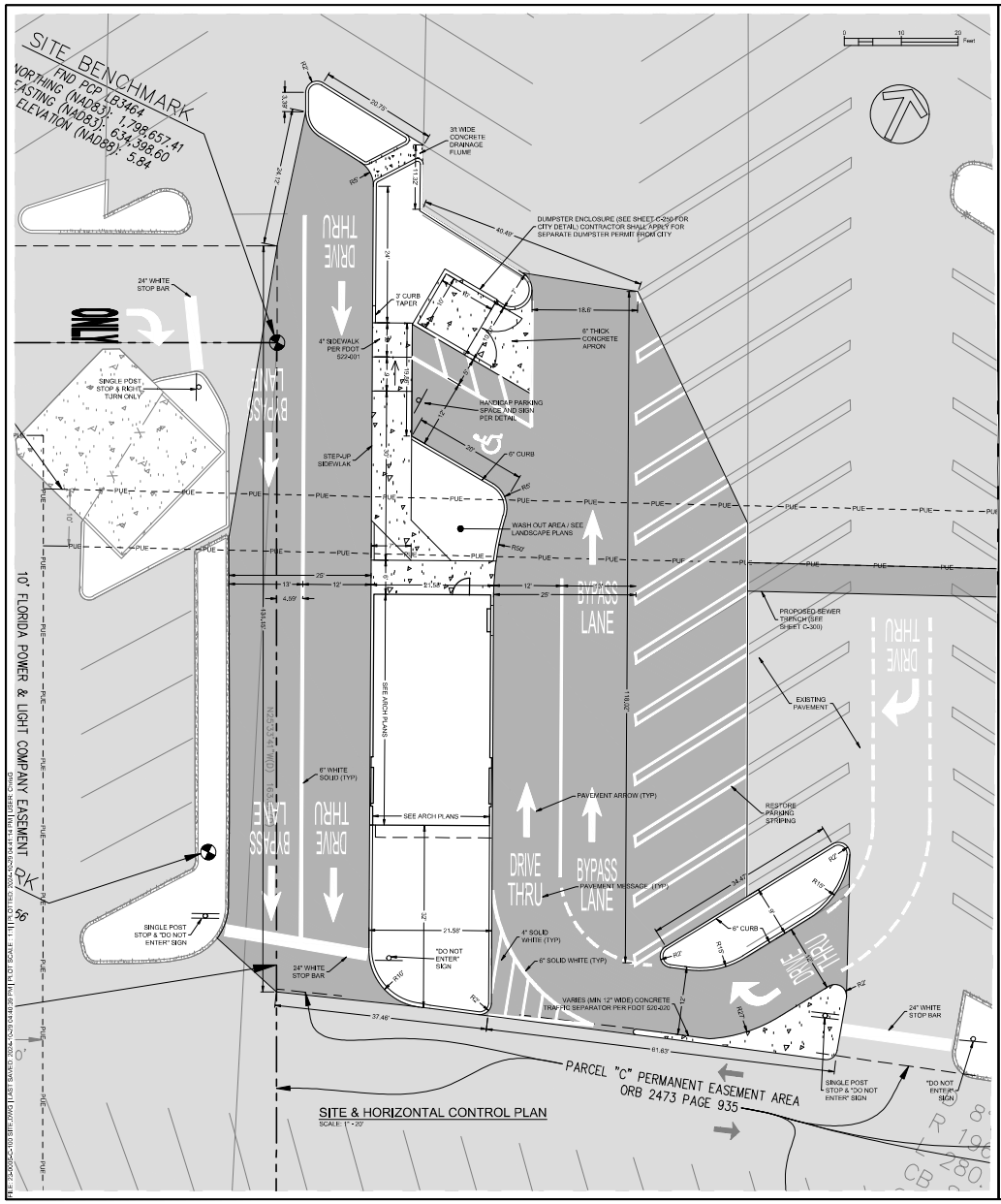
dr-ng PROJECT #: 20-0042

ELLIANOS
ORMOND BEACH
GRANADA BLVD

DRIVE THROUGH STACKING PLAN

C-091

FILE: 24-0042-C-001 MASTER.DWG | LAST SAVED: 2024-10-29 16:29:29 PM | PLOTTED: 2024-10-29 04:41:11 PM | USER: Chris



PRELIMINARY
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2024-JAN-14 100% PLANS FOR CITY RESUBMITTAL
2024-JAN-29 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

LICENSE
No. 71599
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CHRISTOPHER A. GMUER

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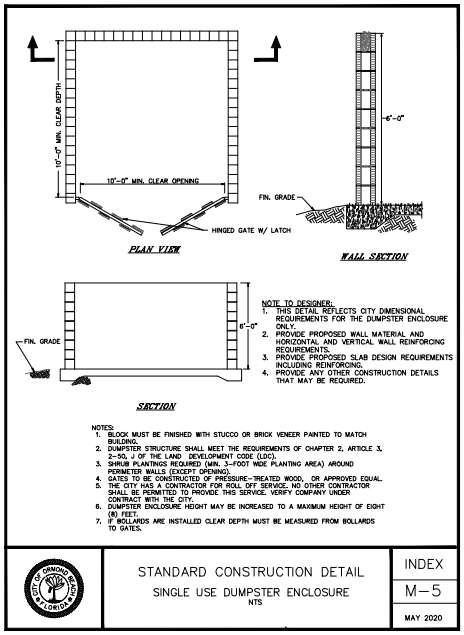
Gmuer ENGINEERING
FL CoA # 31833
1900 WYATT ST SUITE 4 ORMOND BEACH, FL 32174
gmuereng.com (352) 281-4509

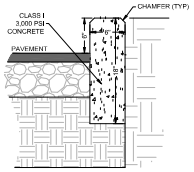
CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
20-0042
dl-reg PROJECT #

ELLIANOS
ORMOND BEACH
GRANADA BLVD

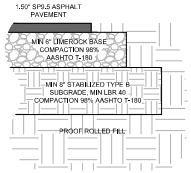
SITE, PAVING, & GRADING PLAN

C-100

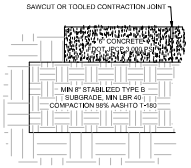




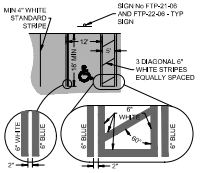
6" CURB DETAIL
NOT TO SCALE



PAVEMENT DESIGN DETAIL
NOT TO SCALE

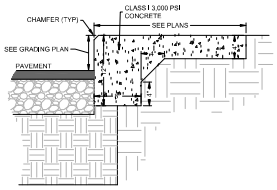


PROPOSED CONCRETE PAVEMENT DETAIL
NOT TO SCALE



NOTES:
1. SEE PLANS FOR LAYOUT AND QUANTITY
2. DIMENSIONS ARE TO THE CENTERLINE OF MARKINGS.
3. BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595A.
4. THE FTP-22-06 PANAL SHALL BE MOUNTED BELOW THE FTP-21-06 SIGN.

ACCESSIBLE PARKING STRIPING DETAIL
NOT TO SCALE



STEP-UP SIDEWALK WITH THICKENED EDGE DETAIL
NOT TO SCALE

PRELIMINARY
PRICING: BUDGETING
CONSTRUCTION:

PERMITTING / DESIGN REVISIONS:
2023-04-20 30% PLAN
2023-04-26 90% PLANS FOR DESIGN TEAM COORDINATION
2023-05-26 90% PLANS FOR CITY RESUBMITTAL
2023-06-26 90% PLANS FOR CITY RESUBMITTAL
2023-08-04 90% PLANS FOR CITY RESUBMITTAL
2024-04-26 90% PLANS FOR CITY RESUBMITTAL
2024-10-04 100% PLANS FOR CITY RESUBMITTAL
2024-10-29 100% PLANS FOR CITY APPROVAL

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29



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Gmuer ENGINEERING
FL CA # 31533 | gmuereng.com | (352) 281-4828
7650 W COURT ST STE 104 | Ocala FL 34476

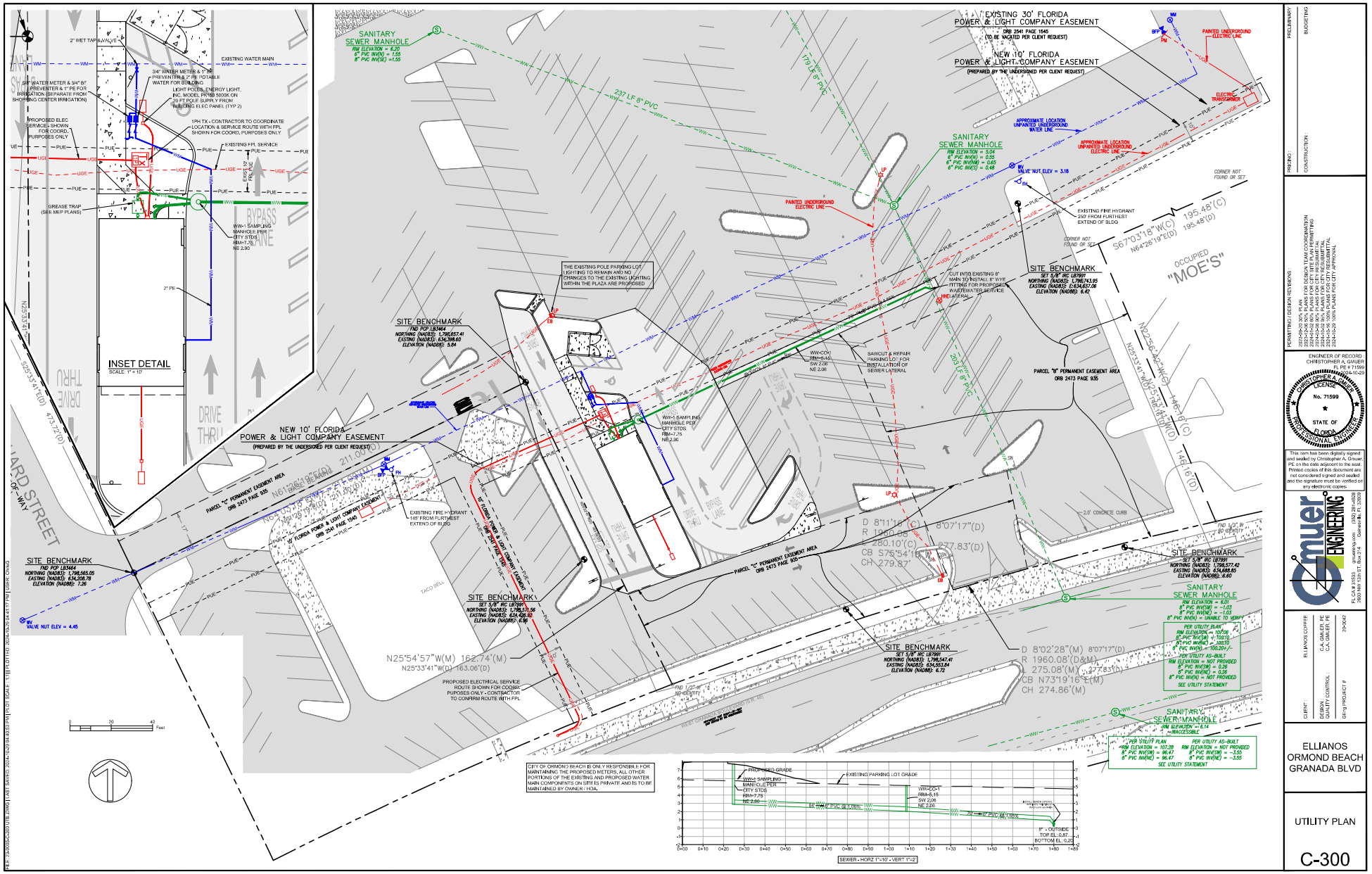
CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
20-0047
@ing PROJECT #

ELLIANOS
ORMOND BEACH
GRANADA BLVD

SITE DETAILS

C-250

FILE: 2400SC-100 SITE.DWG | LAST SAVED: 2024-10-29 04:42:39 PM | PLOT SCALE: 1 | PLOT DEG: 2024-10-29 04:44:15 PM | USER: CHrisG



PRELIMINARY

PERMITTING / DESIGN REVISIONS:
2023-09-20 30% PLAN
2023-12-08 90% PLANS FOR DESIGN TEAM COORDINATION
2024-03-04 90% PLANS FOR CITY RESUBMITTAL
2024-04-04 90% PLANS FOR CITY RESUBMITTAL
2024-04-24 90% PLANS FOR CITY RESUBMITTAL
2024-05-01 100% PLANS FOR CITY APPROVAL
2024-10-29

ENGINEER OF RECORD:
CHRISTOPHER A. GMUER
FL PE # 71599
2024-10-29

LICENSE No. 71599 STATE OF FLORIDA PROFESSIONAL ENGINEER CHRISTOPHER A. GMUER

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Gmuer ENGINEERING
FL CA # 31833
1600 NW 163 ST STE C-14 OPA-LOCKA, FL 33054
gmuerengr.com (305) 281-4589

PRICING: BUDGETING
CONSTRUCTION:

CLIENT: ELLIANOS COFFEE
DESIGN: C.A. GMUER, PE
QUALITY CONTROL: C.A. GMUER, PE
GE-ng PROJECT #: 20-0242

ELLIANOS
ORMOND BEACH
GRANADA BLVD

UTILITY PLAN

C-300

Trees

Quantity	Abbr.	Botanical Name /	Size / Caliper	Spacing	Comments
6	see tree id key	*Sabal palmetto* cabbage palm	15'CT, SLK	per plan	
8		*Ilex x attenuata 'Eagleston'* eagleston holly	14'HT× 36"SPR 3.5"CAL	per plan	
1		*Lagerstroemia indica 'Natchez'* crape myrtle	15'HT, 3.5"CAL	per plan	

Shrubs

19	CM	*Codiaeum variegatum 'Mammey'* croton	18"HT×12"SPR 3G	30"OC	
95	FL	*Dianella tasmanica 'Variegata'* flax lily	18"HT×12"SPR 3G	30"OC	
49	JP	*Ligustrum japonicum 'Howardi'* japanese privet	24"HT×15"SPR 7G	36"OC	
70	SV	*Viburnum odoratissimum* sweet viburnum	24"HT X 18"SPR 3G	36"OC	

Groundcovers

2,962SF x 3" thick		*Pine Bark Nuggets* 3" layer		
83	PP	*Arachis glabrata 'Ecoturf'* perennial peanut	1G full pot	2'OC
144	AJ	*Trachelospermum asiaticum* asiatic jamine	1G, 6"HT×12"SPR 4 vines MIN	2'OC

Tree/shrub Identification Key

existing

existing

cabbage palm

crape myrtle

eagleston h.

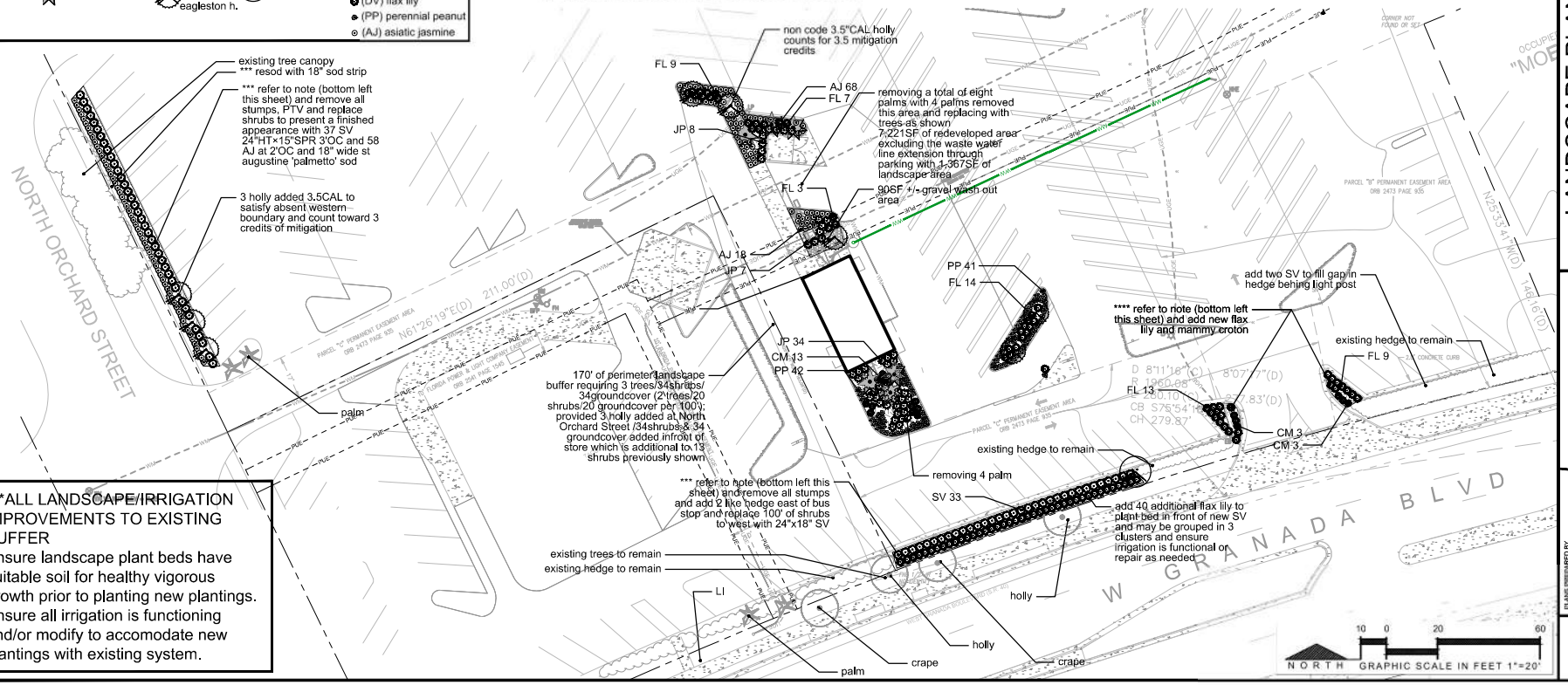
(SV) sweet viburnum
(JP) japanese privet
(CM) croton
(DV) flax lilly
(PP) perennial peanut
(AJ) asiatic jasmine

CITY OF ORMOND BEACH
TREE MITIGATION FORM

satisfied with three holly western buffer + 1 holly in Ellianos parking area

General Notes Landscape

1. Contractor shall provide proposed soil amendment quantities on bid form to ensure healthy vigorous growth of plant material, lateral movement of irrigation water within soil, & soil nutrient holding capacity.
2. Any vegetation planted adjacent to a parking stall where it may interfere with a vehicles door opening shall be offset 2' from back of curb. Trim plant material as needed to keep a 6" clearance from back of curb in these areas.
3. ALL mulched areas adjacent to edge of curb, pavement, shall be composed of a compressed 3" thick layer of mulch. Top of mulch shall be 1/2" below edge of adjacent surface so mulch has a containment edge.
4. ALL proposed sod areas adjacent to edge of curb/pavement shall be excavated so the sod does not impede water runoff into the pervious areas.
5. All revisions shall be submitted to the City of Ormond Beach for review and approval prior to installation.



***ALL LANDSCAPE/IRRIGATION IMPROVEMENTS TO EXISTING BUFFER
Ensure landscape plant beds have suitable soil for healthy vigorous growth prior to planting new plantings. Ensure all irrigation is functioning and/or modify to accomodate new plantings with existing system.

BORTON DESIGN INC.

REVISIONS: 10-22-2024 Staff comment changes

LANDSCAPE PLAN

ELLIANOS ORMOND BEACH @ W GRENADA BLVD
PREPARED FOR
Trevor Hickman

BDI NO: 24100
DRAWN BY: BDB
DESIGNED BY: BDB
CHECKED BY: BDB
DATE: 10/22/2024

PLANS PREPARED BY:
BRIAN DAVID BORTON FL. NO. LA0001939

LS-01

Legend

- sleeve[1,2]
- lateral[2]
- blank poly tubing
- C controller
- S rain sensor
- control valves
- 1/2" drip shut-off valve
- zone # and flow rate in gallons per minute
- irrigation drip break
- POC lateral/drip point of connection

[1] sleeves - Unless specified on plans all sleeves shall be 2". When plans show lateral in pipe, install pipe in sleeve and cap both ends 12" beyond end of sleeve.
[2] irrigation lateral lines and sleeving may be diagrammatic in nature and are intended to be installed in suitable locations within property boundaries.

Watering Schedule Zone 1 for Ellianos building only

Water all plants listed once per day for (75) seventy-five minutes during the first (30) thirty days and every other day for the next (30) thirty days; thereafter, follow water restrictions per jurisdiction until established. Shrub drip valves may be shut-off after (3) three months. After (1) one year trees should be sufficiently rooted into existing soil for shutdown; however, it is recommended that a review be performed by a certified arborist before shutting off the system. After establishment irrigation should be turned on IF a drought occurs. Bahia grass shall be temporarily watered via hand moved sprinklers for two weeks if rainfall is not occurring as needed.

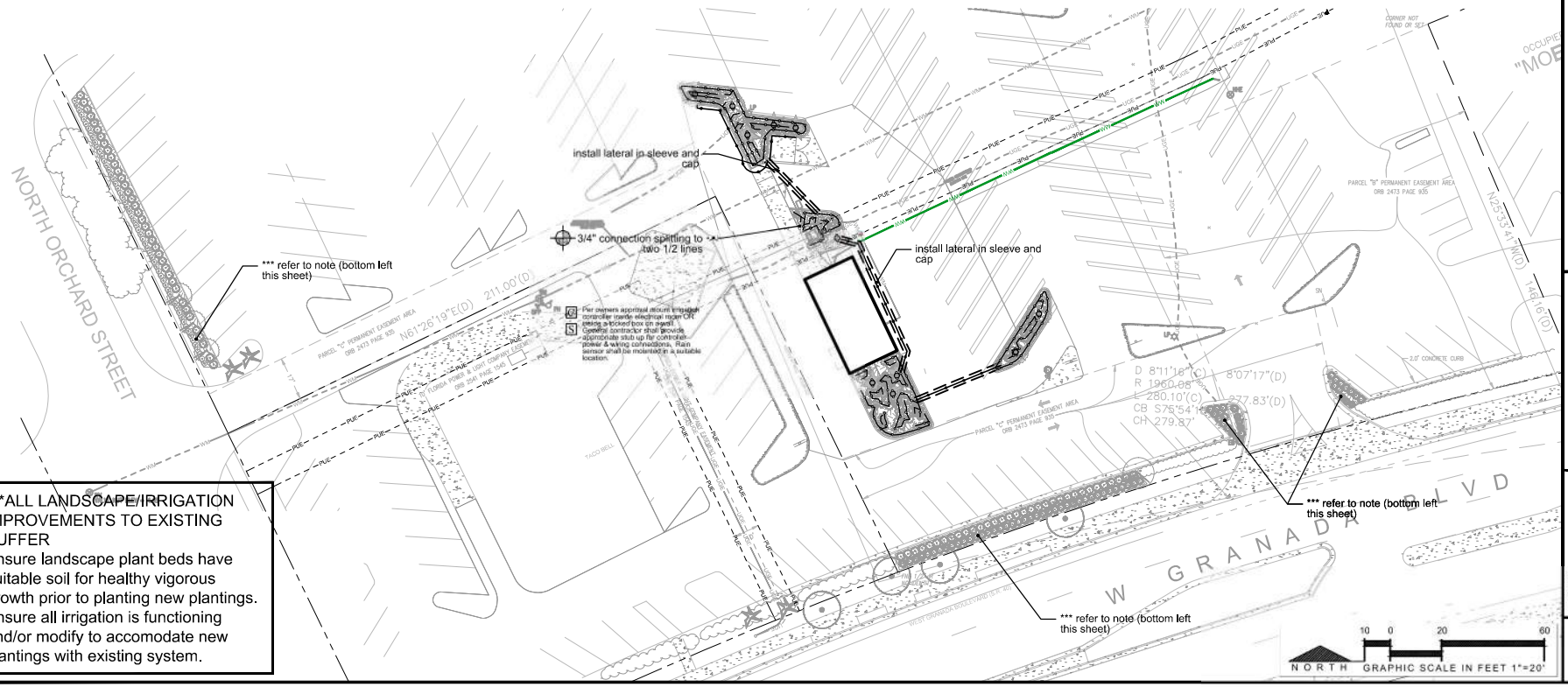
Number of emitters per tree/shrub		Number of emitters per tree/shrub	
eagleston holly	4-2gph emitters	croton	1-1gph emitter
cabbage palm	3-2gph emitters	flax lily	1-.5gph emitter
sweet viburnum	1-1gph emitter	peanut or asiatic	1-.5gph emitter
japanese privet	1-1gph emitter		

Irrigation Notes

1. Dripline. Drip shall be installed on top of soil and covered with mulch.
2. Control Valves & Regulators. Control valves shall be installed and set 5% over proposed flow.
3. Pipe. 1/2" pipe shall be Class 315 PVC. Piping larger than 1/2" shall use Class 200 PVC.
4. Irrigation materials not identified on irrigation schedule or in specifications as to brand and model # shall be either Rainbird, Nelson, or Hunter and sized appropriately by contractor to meet requirements by the manufacturer. Contractor shall include all materials including quantity, model, size, and installed price for each item on bid form.
5. All irrigation revisions shall be submitted to the City of Ormond Beach for review and approval prior to installation.
6. irrigation requires a Volusia County permit, see irrigation details 14A & 14B

Irrigation Schedule

Quantity	Description
290'	Rainbird XFD blank tubing
1	Rainbird ESP-RZX Series Controller
1	Rainbird WR2 - RC sensor
1	Rainbird 075-DV
1	Rainbird PSI-M50X-100
0	Rainbird QKCHK100 drip filters
0	Netafim 01WPCJL1.2 drip emitter .32GPH
TBD	Rainbird XB-05PC drip emitter .5GPH
TBD	Rainbird XB-10PC drip emitter 1GPH
TBD	Rainbird XB-20PC drip emitter 2GPH
TBD	Rainbird BVAL50-1S139 drip valve
TBD	1/2" Perma-Loc EndCap w/ Flush Valve
TBD	Rain Bird PVB6RND 6 in. round valve box
TBD	9" 9-gauge galvanized ground staples



***ALL LANDSCAPE/IRRIGATION IMPROVEMENTS TO EXISTING BUFFER
Ensure landscape plant beds have suitable soil for healthy vigorous growth prior to planting new plantings. Ensure all irrigation is functioning and/or modify to accomodate new plantings with existing system.

BORTON DESIGN INC.
1944 NORTH NEWY SMYRNA BEACH, FLORIDA 32169
OFFICE, OR AUTH. # LC26000660
PHONE: 386-441-0170 BORTONDESIGN@GMAIL.COM

REVISIONS: 10-22-2024 Staff comment changes

IRRIGATION PLAN

ELLIANOS ORMOND BEACH @ W GRENADA BLVD

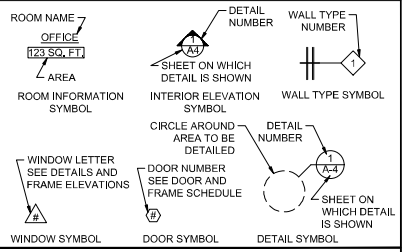
PREPARED FOR
Trevor Hickman

BDI NO: 24100
DRAWN BY: BDB
DESIGNED BY: BDB
CHECKED BY: BDB
DATE: 10/22/2024

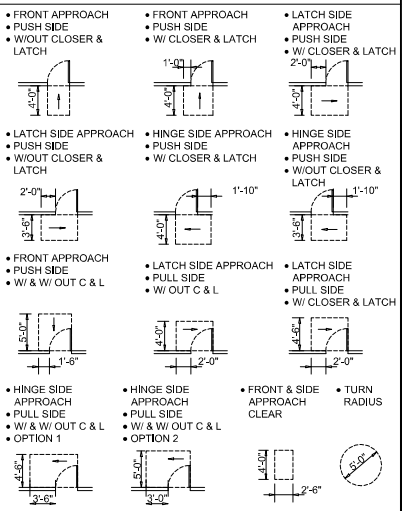
PLANS PREPARED BY:
BRIAN DAVID BORTON FL. REG. NO. LA0001939

LS-02

SYMBOL LEGEND



ADA MANEUVERING & CLEARANCE



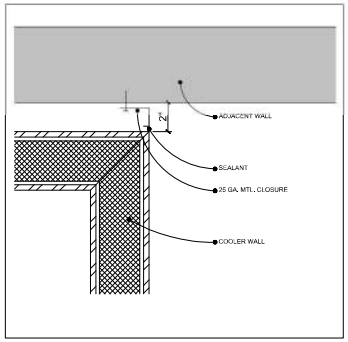
GENERAL NOTES & SPECS

1. DIMENSIONS ARE FROM STUD TO STUD UNLESS NOTED OTHERWISE
2. VINYL BASE TO BE FLAT STOCK OF TYPICAL 1/8" THICKNESS. MIN. SPLICE JOINT SPACING SHALL BE 4'-0"
3. ALL INTERIOR FINISHES SHALL COMPLY WITH LOCAL BUILDING CODES
4. PAINT WALLS AND APPLY FLOOR SEALANT PRIOR TO INSTALLING VINYL BASE. FULLY ADHERE VINYL BASE
5. FOR PLUMBING FIXTURE SPECIFICATIONS AND NOTES, SEE PLUMBING DRAWINGS. PROVIDE BLOCKING @ PLUMBING WALLS
6. LAVATORIES AND SINKS SHALL BE INSTALLED A MIN. OF 4" FROM FINISHED SIDE WALLS. FAUCETS SHALL BE INSTALLED WITH A MINIMUM OF 5" FROM THE OUTLET TO THE FLOOD RIM OF SINKS
7. WATER CLOSETS SHALL BE INSTALLED A MINIMUM OF 16" - 18" FROM FINISHED SIDE WALL TO CENTERLINE OF FIXTURE. (REF: 2010 ADA, SECTION 604.2)
8. VERIFY PAINTS AND FINISHES WITH OWNER PRIOR TO INSTALLATION
9. FLOOR TO BE PREPPED FOR NEW FLOORING. CLEAN AND FLOAT FLOOR & LEVEL
10. CONTRACTOR IS RESPONSIBLE FOR INSTALLING TOILETS SO AS TO COMPLY WITH ALL APPLICABLE CODES, ORDINANCES AND ACCESSIBILITY STANDARDS
11. VERIFY BACK-FLOW PREVENTION IN MAIN SERVICE WATER LINE AS REQUIRED BY LOCAL CODE
12. CONTRACTOR IS RESPONSIBLE FOR PROVIDING FIRE EXTINGUISHERS MODEL #2A10BC ABC RATING. QUANTITY AND LOCATION AS REQUIRED BY FIRE MARSHAL

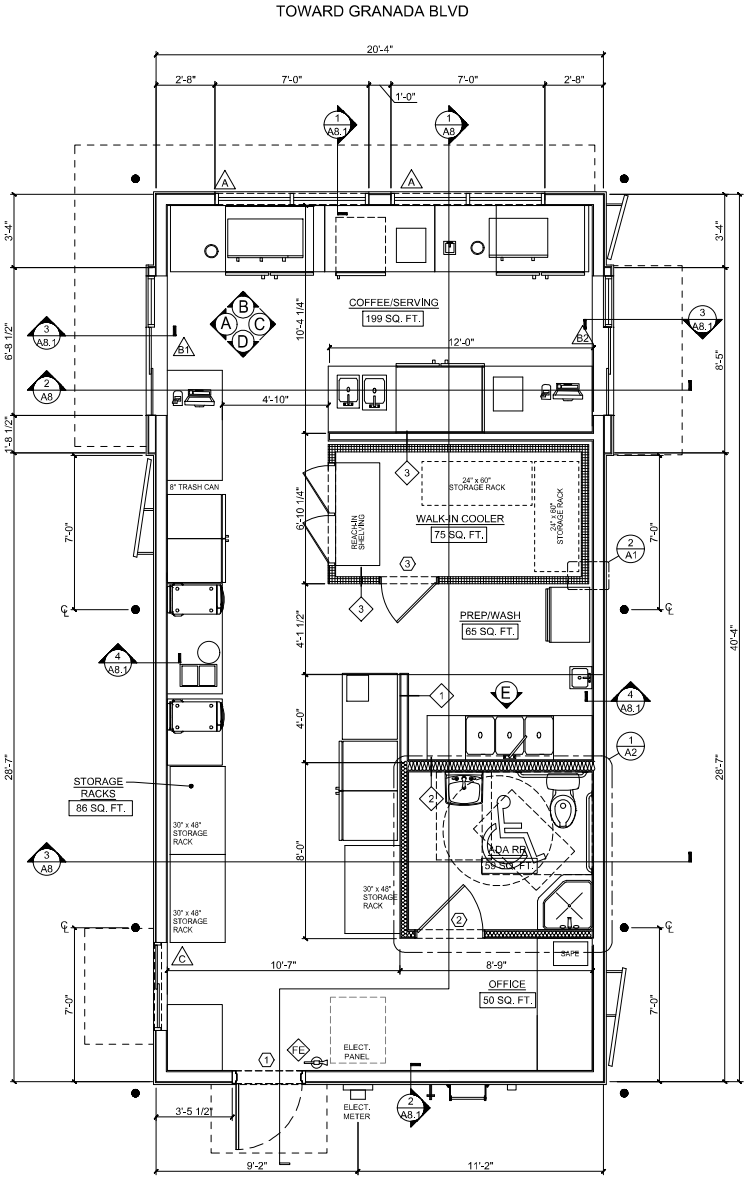
PARTITION LEGEND



TAG	PARTITION TYPES	HEAD DETAIL	BASE DETAIL
1	16" TYPICAL 4 1/2" 16" TYPICAL ① 2x4 WD. STUDS @ 16" O.C. - SIDE A: FRP ON 5/8" CDX PLWD - SIDE B: FRP ON 5/8" CDX PLWD *REFER TO PLAN FOR SOUND BATT INSULATION.	4/A1.1	6/A1.1
2	6 1/2" TYPICAL ② 2x6 WD. STUDS @ 16" O.C. - SIDE A: FRP ON 5/8" CDX PLWD - SIDE B: FRP ON 5/8" CDX PLWD *REFER TO PLAN FOR SOUND BATT INSULATION.	3/A1.1	5/A1.1
3	③ WALK-IN COOLER WALLS BY OTHERS	N/A	N/A



2 / A1 COOLER CLOSURE DETAIL
SCALE: 3" = 1'-0"



1 / A1 FLOOR PLAN
SCALE: 3/8" = 1'-0"

PLAN NORTH

DATE: 1/12/2024

LDG
LORING DESIGN GROUP

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LORING DESIGN GROUP
TYRONE TOWER
1700 66TH ST. N, SUITE 205
ST. PETERSBURG, FL 33710 PH.: 727-231-4410
EMAIL: INFO@LORINGDG.COM

DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
353 W. GRANADA BLVD.
ORMOND BEACH, FL. 32174

DRAWN BY: CCF
CHECKED BY: JWT
PROJECT: EL2324
REVISION:
REVISION:
REVISION:

FLOOR PLAN

DRAWING NUMBER
A1

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	212 SF (53%)
EIFS (RED)	56 SF (14%)
GLAZING	76 SF (19%)
METAL/TRIM	56 SF (14%)

WALL SIGNAGE PER 3-48(E)
MAXIMUM SIGNAGE ALLOWED: 20.40 SF
SIGNAGE PROPOSED: 20.24 SF

1

ELEVATION FINISH SCHEDULE

ITEM		MANUFACTURER	MODEL	COLOR	COMMENTS
WF1	FIBER CEMENT SIDING	NICHIHA	NOVENARY	OPAL	1
WF2	EIFS, TYP.	STO*	STOTHERM CI	#SW6335	6
WF3	FIBER CEMENT PANEL CORNER	NICHIHA	PANEL CORNER	OPAL	
M1	CONT. ALUM COPING, TYP.	PACTITE	TAPERED COPING*	BLACK	4
M2	METAL J-MOLD	NICHIHA	J-MOLD	OPAL/BLACK	4
M3	METAL TRIM	BY G.C.	FLAT METAL TRIM	BLACK	4
M4	MTL. LADDER FOR ROOF ACCESS	BY G.C.	-	BLACK	4
M5	MTL COLLECTOR HEAD AND DOWNSPOUT	BY G.C.	-	BLACK	4
M6	CANOPY	BY OTHERS	BY OTHERS	BLACK	4
BO	BOLLARD	BY G.C.	36" ROUNDTOP	BLACK OR BLACK COVER	
W1	DRIVE THRU WINDOW - LEFT TO RIGHT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	2, 5, 7
W2	DRIVE THRU WINDOW - RIGHT TO LEFT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	3, 5, 7
SF1	ALUM. STOREFRONT	BY G.C.	BY G.C.	DARK BRONZE ANODIZED	4
AK	EXTERIOR SIGNAGE	BY OTHERS	BY OTHERS	BY OTHERS	
AL	EXTERIOR LIGHTING	PROGRESS LIGHTING	P5644-31-30K 18"	BLACK	8
AQ	CANOPY LIGHTS	BY OTHERS	BY OTHERS	BY OTHERS	

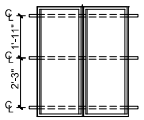
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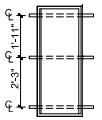
*OR APPROVED EQUIVALENT

COMMENTS: (1) STAGGER PANEL INSTALL (2) SINGLE SIDE AND TOP LITE (3) SINGLE TOP LITE (4) FLAT FINISH (5) 47-1/2"W X 43-1/2"H (19"W X 39"H SERVICE OPENING) (6) PRIME WITH NEUTRAL BASE PRIOR TO PAINT (7) A HVHZ (OR IMPACT RESISTANT) WINDOW SHALL BE INSTALLED IN HVHZ ZONES OR AS REQUIRED BY THE PERMITTING AUTHORITY (8) LENS COVER IS REQUIRED WITH INSTALLATION OF FIXTURE. INSTALL PROGRESS LIGHTING P860047-031

ALT WINDOW SPECS

WINDOW	MODEL	WIDTH	HEIGHT
READY ACCESS	275 LOW PROFILE	47-1/2"	43-1/2"
READY ACCESS	600 HURRICANE	47-1/2"	43-1/2"
QUIKSERV	SC-4844	47-1/2"	43-1/2"
QUIKSERV	SC-4030-IP HURRICANE	48"	36"



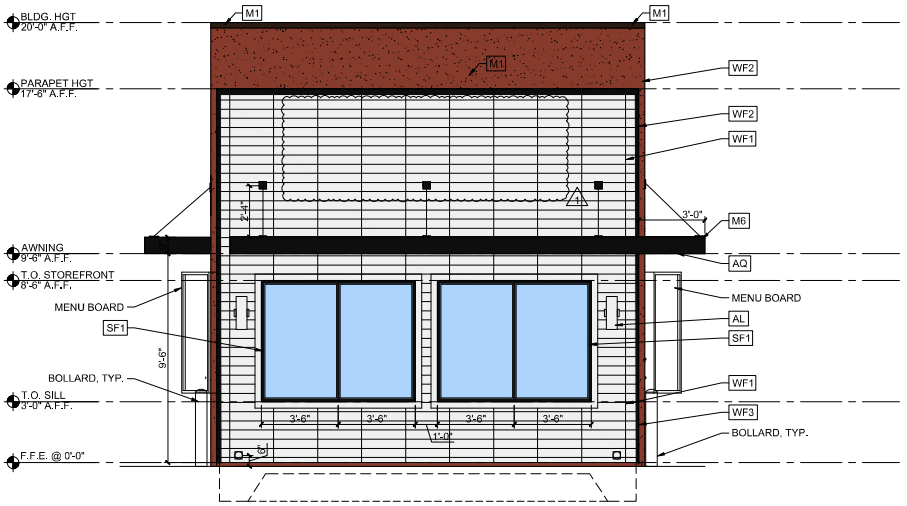


MENUBOARD INSTALLATION HARDWARE

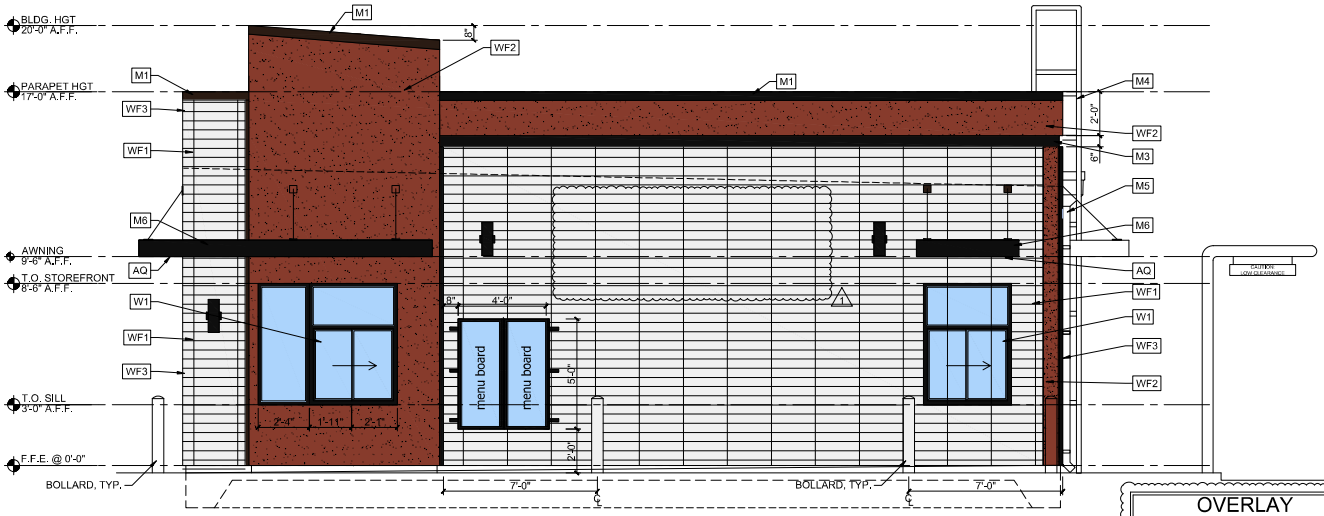
QTY	DESC	
1	ELL-MENU-0001	24X60 MENU BOARD SYSTEM & INSERTS (SINGLE)
2	ELL-MENU-0002	24X60 MENU BOARD SYSTEM & INSERTS (DOUBLE)
LOT	HARDWARE KIT	

ORDER AT https://form.jotform.com/230053772704148

3 A6 MENU SIGN DETAIL
SCALE: 3/8" = 1'-0"



1 A6 FRONT ELEVATION
SCALE: 3/8" = 1'-0"



CIVIL NOTE: FINISHED ASPHALT TO B.O. SERVING WINDOWS SHALL BE 41"-43"

2 A6 SIDE ELEVATION
SCALE: 3/8" = 1'-0"

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	414 SF (59%)
EIFS (RED)	154 SF (20%)
GLAZING	61 SF (8%)
METAL/TRIM	91 SF (13%)

1

NOTE: DIMENSIONS SHOWN ON ELEVATIONS SHALL BE VERIFIED WITH DIMENSIONS ELSEWHERE IN THIS SET OF DRAWINGS. ANY DISCREPANCY SHALL PRIORITIZE DIMENSIONS SHOWN ON FLOOR PLANS AND DETAILS OVER DIMENSIONS NOTED ON ELEVATIONS.

DATE: 1/12/2024

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1700 66TH ST. N, SUITE 205
ST. PETERSBURG, FL 33710 PH: 727-231-4410
EMAIL: INFO@LORINGDG.COM

DRIVE-UP RETAIL SALES FACILITY FOR:
ellianos coffee
353 W. GRANADA BLVD.
ORMOND BEACH, FL. 32174

DRAWN BY: CCF
CHECKED BY: JWT
PROJECT: EL2324
REVISION: 4/1/2024
REVISION:
REVISION:

EXTERIOR ELEVATIONS

DRAWING NUMBER
A6

ARCHITECTURAL STYLE

THE BUILDING IS DESIGNED PER LDC SEC. 3-69(g) NEO-ECLECTIC ARCHITECTURAL STYLE AND MEETS THE CRITERIA AS FOLLOWS:

1A) MASSING IS COMPLIANT BY HAVING FACADE ELEMENTS WITHIN EVERY 25 LINEAR FEET OF BUILDING LENGTH AND UTILIZES METHODS IDENTIFIED IN #1-12 OF THE SUBSECTION.
1B) EXTERIOR BUILDING MATERIALS ARE COMPLIANT AS ACCEPTED IN THE SUBSECTION - (i) STUCCO, (iv) WOOD SIDING - AND DOES NOT USE ANY UNACCEPTABLE MATERIALS AS OUTLINED
1C) THE BUILDING IS A DRIVE-THRU ONLY ESTABLISHMENT AND THE ONLY ENTRANCE IS AN EMPLOYEE DOOR
1D) THE ROOF DESIGN IS COMPLIANT BY USING A FLAT ROOF SYSTEM SCREENED BY PARAPETS WITH A VERTICAL CHANGE AT 2 LOCATIONS FROM THE DOMINANT ROOFLINE AND 1 PLANE CHANGE AT THE FRONT FACADE.
1E) FENESTRATION ALONG THE FRONT FACADE OF THE BUILDING UTILIZES 14 FEET OUT OF THE 20 FEET FACADE LENGTH, WITH A COMPLIMENTING FRAME AROUND THE WALL OPENING.
1F) COLORS ARE PRIMARLY EARTH TONES AND PASTELS, WITH AN ACCENT OF RED NOT EXCEEDING 20% PER FACADE.

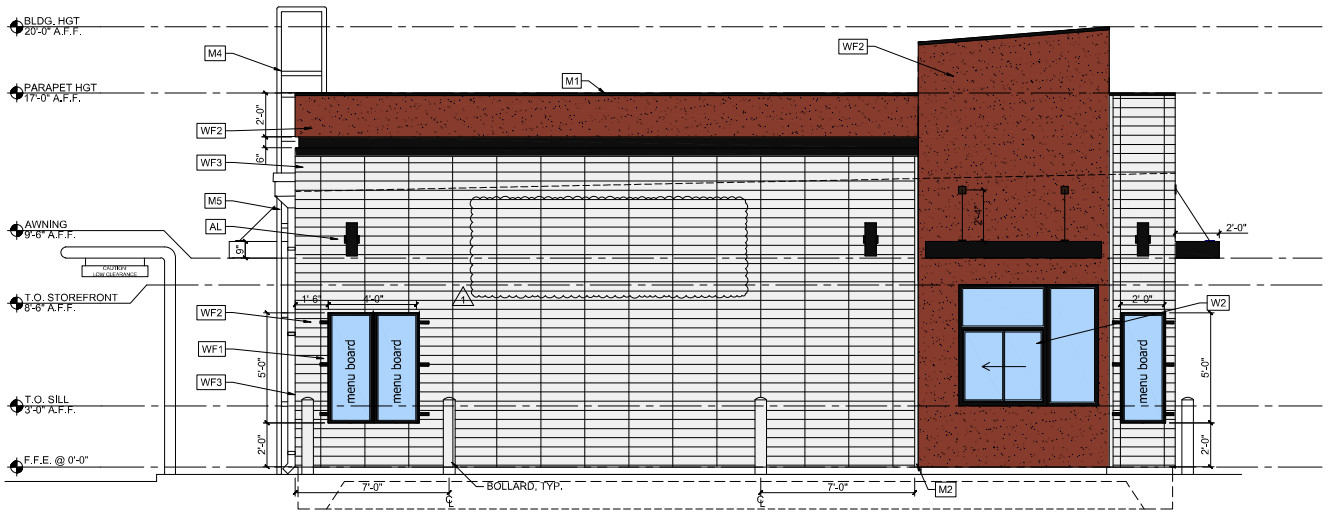
2) BUILDING FACADES UTILIZE (A) COLOR CHANGE (E) TEXTURE CHANGE (F) MATERIAL CHANGE

3) BUILDING FACADES ARE COMPLIANT WITH THE BLANK WALL AREA LIMITS SET IN THE CHAPTER

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	423 SF (59%)
EIFS (RED)	144 SF (20%)
GLAZING	35 SF (5%)
METAL/TRIM	126 SF (16%)

1



1 LEFT ELEVATION
A6.1 SCALE: 3/8" = 1'-0"

CIVIL NOTE: FINISHED ASPHALT TO B.O. SERVING WINDOWS SHALL BE 41"-43"

ELEVATION FINISH SCHEDULE

ITEM		MANUFACTURER	MODEL	COLOR	COMMENTS
WF1	FIBER CEMENT SIDING	NICHIHA	NOVENARY	OPAL	1
WF2	EIFS, TYP.	STO*	STOTHERM CI	#SW6335	6
WF3	FIBER CEMENT PANEL CORNER	NICHIHA	PANEL CORNER	OPAL	
M1	CONT. ALUM COPING, TYP.	PACTITE	TAPERED COPING*	BLACK	4
M2	METAL J-MOLD	NICHIHA	J-MOLD	OPAL/BLACK	4
M3	METAL TRIM	BY G.C.	FLAT METAL TRIM	BLACK	4
M4	MTL. LADDER FOR ROOF ACCESS	BY G.C.	-	BLACK	4
M5	MTL COLLECTOR HEAD AND DOWNSPOUT	BY G.C.	-	BLACK	4
M6	CANOPY	BY OTHERS	BY OTHERS	BLACK	4
BO	BOLLARD	BY G.C.	36" ROUNDTOP	BLACK OR BLACK COVER	
W1	DRIVE THRU WINDOW - LEFT TO RIGHT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	2, 5, 7
W2	DRIVE THRU WINDOW - RIGHT TO LEFT	QUIKSERV	SC-4030-IP HURRICANE	DARK BRONZE ANODIZED	3, 5, 7
SF1	ALUM. STOREFRONT	BY G.C.	BY G.C.	DARK BRONZE ANODIZED	4
AK	EXTERIOR SIGNAGE	BY OTHERS	BY OTHERS	BY OTHERS	
AL	EXTERIOR LIGHTING	PROGRESS LIGHTING	P5644-31-30K 18"	BLACK	8
AQ	CANOPY LIGHTS	BY OTHERS	BY OTHERS	BY OTHERS	

2

*OR APPROVED EQUIVALENT
COMMENTS: (1) STAGGER PANEL INSTALL (2) SINGLE SIDE AND TOP LITE (3) SINGLE TOP LITE (4) FLAT FINISH
(5) 47-1/2"W X 43-1/2"H (19"W X 39"H SERVICE OPENING) (6) PRIME WITH NEUTRAL BASE PRIOR TO PAINT
(7) A HVHZ (OR IMPACT RESISTANT) WINDOW SHALL BE INSTALLED IN HVHZ ZONES OR AS REQUIRED BY THE PERMITTING AUTHORITY (8) LENS COVER IS REQUIRED WITH INSTALLATION OF FIXTURE. INSTALL PROGRESS LIGHTING P860047-031

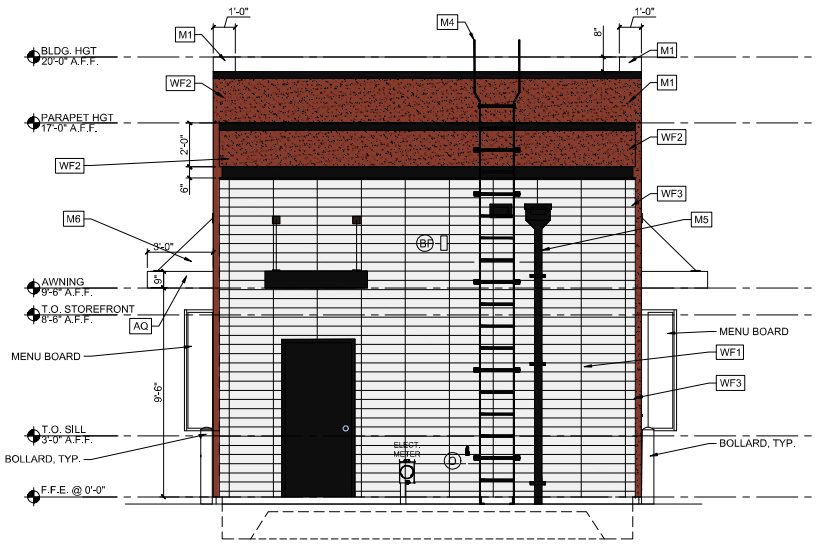
ALT WINDOW SPECS

WINDOW	MODEL	WIDTH	HEIGHT
READY ACCESS	275 LOW PROFILE	47-1/2"	43-1/2"
READY ACCESS	600 HURRICANE	47-1/2"	43-1/2"
QUIKSERV	SC-4844	47-1/2"	43-1/2"
QUIKSERV	SC-4030-IP HURRICANE	48"	36"

OVERLAY REQUIREMENTS

MATERIAL	COVERAGE
NICHIHA FIBER CEMENT PANELS	224 SF (67%)
EIFS (RED)	60 SF (18%)
METAL/TRIM	52 SF (15%)

1



2 REAR ELEVATION
A6.1 SCALE: 3/8" = 1'-0"

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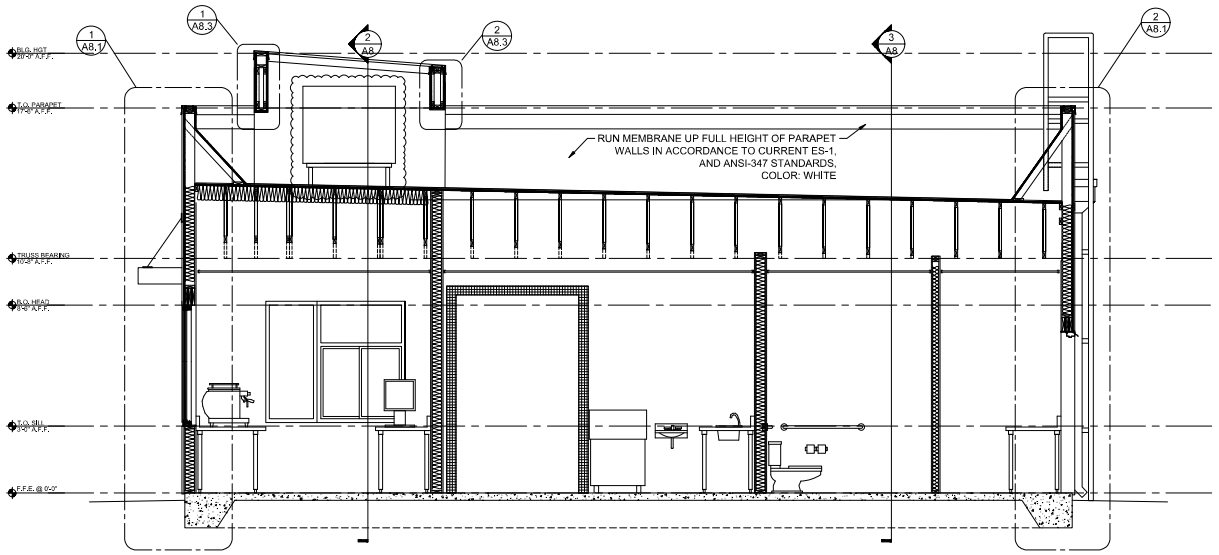
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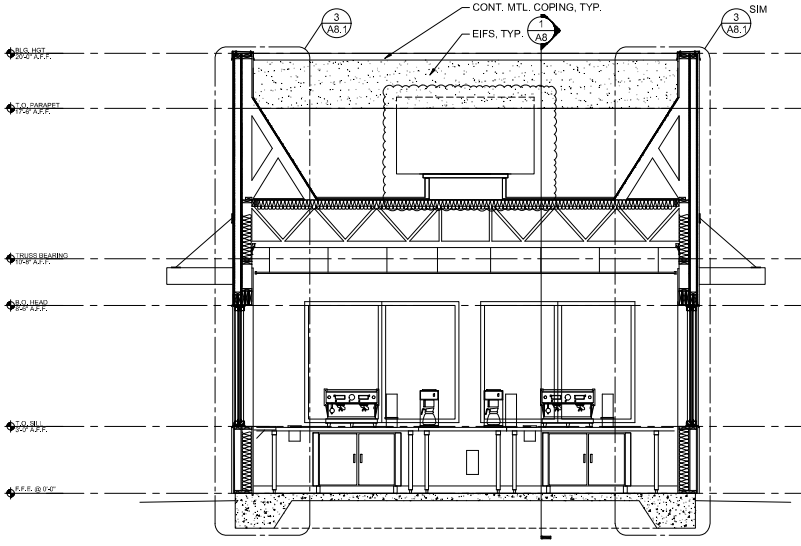
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CHECKED BY:	JWT
PROJECT:	EL2324
REVISION:	
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REVISION:	

EXTERIOR ELEVATIONS

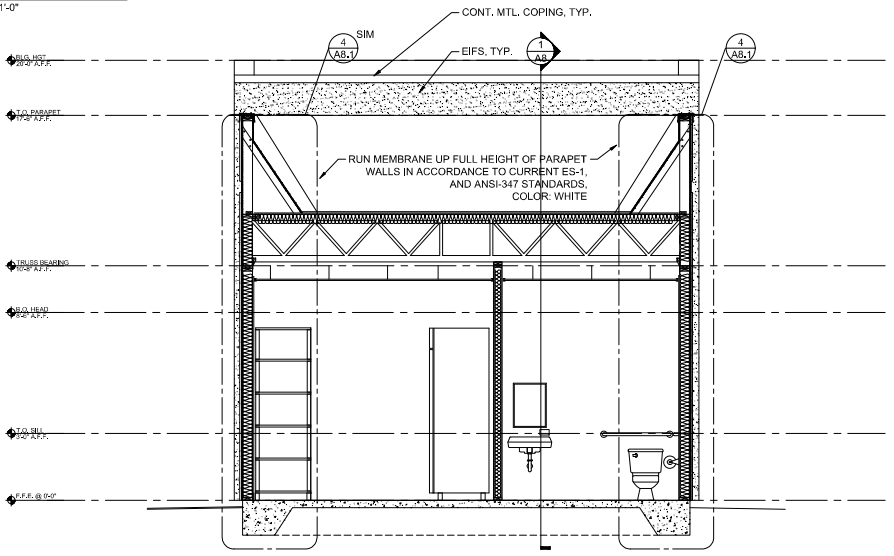
DRAWING NUMBER
A6.1



1 A8 LONGITUDINAL SECTION
SCALE: 3/8" = 1'-0"



2 A8 TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"



3 A8 TRANSVERSE SECTION
SCALE: 3/8" = 1'-0"

ALL DOCUMENTS ARE TO BE BUILT AND BID BASED ON THE MOST STRINGENT CODES. G.C. TO VERIFY THAT ALL CONSTRUCTION IS BUILT TO CODE AND THAT BIDS PROVIDED INCLUDE THE MOST RECENT CODE PER THE MUNICIPALITY. FAILURE TO DO SO WILL RESULT IN THE RELIEF OF LIABILITY OF THE OWNER, ARCHITECT, ENGINEER, AND DESIGNER. DRAWINGS ARE PROVIDED AS REFERENCE AND NOT ALL CONDITIONS ARE DETAILED. IF THERE ARE ANY DISCREPANCIES IN THE PLANS AND THE FIELD CONDITIONS THE CONTRACTOR MUST NOTIFY THE ARCHITECT OR ENGINEER OF RECORD. FAILURE TO DO SO WILL RESULT IN A DENIAL OF CHANGE ORDER REQUEST.

DATE: 1/12/2024

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BUILDING SECTIONS

DRAWING NUMBER
A8

Planning Board minutes from November 14, 2024

ITEM:

PZ-2024-109

Ellianos Coffee, 353 West Granada Boulevard, Special Exception Redevelopment Plan

Recommended for Denial (1-3)

V. PLANNING DIRECTOR'S REPORT

No Report.

VI. PUBLIC HEARINGS

A. PZ-2024-000109 – Ellianos, Special Exception Redevelopment Plan, 353 West Granada Boulevard

Mr. Steven Spraker, Planning Director, reviewed the request by Mr. Christopher Gmuer, President, Gmuer Engineering, LLC., with authorization of the property owner, KJUMP Incorporated, for a Special Exception Redevelopment Plan to allow the repurposing 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 (LDC) 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 for landscaping buffers on the west side property line, and 2) the City's vehicle stacking requirements.

Mr. Spraker further explained to the Board that in order to make the drive aisles work with the required landscape buffer, it would alter the shopping centers access. The applicant seeks to take the landscape material and put it elsewhere onsite, therefore making an alteration of where it goes and not a net reduction of landscaping. The landscaping is being increased in a landscape betterment plan along the roadway. He continued with explanation of the alteration of the stacking plan for vehicles on the east side of the drive-through. The drive-through configuration and access would require drivers to loop around the building to ensure that there is not stacking out on the right-of-way (ROW), State Road 40, with a physical barrier. Mr. Spraker concluded that staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Mr. Jorczak commented on Granada's traffic and remarked that there are unsuspected and continual problems with the Starbucks on West Granada Boulevard by Aldi's. He added that a coffee shop in that spot would probably be a nice amenity to have, but stated that without a traffic study to provide the Board with information on the trip generation, that it could be an issue. Mr. Spraker responded that because the project is located in the downtown area, transportation concurrency requirements do not apply. He added that at 800-square-feet, the proposed project would not generate enough trips to require a traffic study.

Mr. Spraker stated that the Site Plan Review Committee (SPRC) had concerns about vehicles stacking on Granada Boulevard, leading to the addition of a physical barrier on the plans to ensure cars cannot access Elliano's directly from Granada Boulevard. The barrier would force movement into the shopping center parking lot. He continued that the use and traffic volume have been reviewed and determined acceptable by the SPRC. Mr. Spraker concluded that there is nothing in the LDC that says that the shopping center is not allowed to increase their square footage and trip generation.

Mr. du Moulin commented that Winn-Dixie is going to be converted into an Aldi's and that Dollar General is going to possibly be a portion of the Aldi store.

Mr. du Moulin inquired about the canopy of trees in the parking lot. Mr. Spraker replied that four palm trees will be removed and additional trees will be planted.

Mr. du Moulin inquired about what would happen if the proposed business fails with the smaller size of the building. He asked if there is any stipulation or mitigation plan for it. Mr. Spraker answered that he is not certain, and suggested possibly another coffee shop or juice-type business. He stated that if the Board believes that not meeting the two standards is reason for denial, it would send the project back to the SPRC and they would have to create a 6'-buffer and alter the existing driveways to create that. Mr. Spraker continued that Aldi and Dollar General are not increasing the square footage and explained that it is the same amount of retail, with different users.

Applicant's Presentation

Mr. Chris Gmuer, P.E., representative for the applicant, stated that Elliano's has had success with their facilities and started their local franchise business in Lake City, with 60 locations in the North Florida, Georgia, and Alabama areas. He explained that with the project they do not have to build a lot of infrastructure, and how they utilize shopping centers with a lot of empty parking spaces during the morning hours for the business that starts getting busy around 10:00 a.m. or 11:00 a.m., as well as the after-dinner rush. Mr. Gmuer stated that Florida Department of Transportation (FDOT) altered the median on W. Granada Blvd., so that someone cannot make a left turn in the driveway from W. Granada Blvd. It is right turn in and right turn out, so that there is not a lot of stacking on Granada Boulevard. He continued that if going east on W. Granada Boulevard, drivers have to get into the N. Orchard Street left-turn lane to turn on N. Orchard Street, which he remarked, leaves a lot of controlled intersection uses for entering the site at much lower speeds. He added that the drive-through lane paths are designed in a more organized manor to assist even in busier times. Mr. Gmuer reiterated the landscaping buffer waiver details. He stated that there are no order and pick-up windows, like with typical drive-through restaurants, and customers would drive up to one window and give their order in-person, a more personal experience.

Mr. Trevor Hickman, Elliano's, reviewed the peak times at 7:00 a.m. through 8:30 a.m., and added that business tapers off throughout the day. The anticipated number of cars can be up to 300 cars per day.

Board discussion ensued.

Mr. Jorczak, Mr. du Moulin and Chairman Thomas, all expressed concerns with the addition of a drive-through coffee shop in the Winn-Dixie parking lot, afraid that it could worsen traffic conditions, including stacking, on W. Granada Boulevard at peak travel times.

Audience Comments

Mr. Tom Cartledge, 417 N. Beach Street, stated that he has lived in Ormond for 50 years and concurred that the issues the Board referenced are important. He remarked that it will create a traffic issue and added that this week he tried to turn left onto N. Orchard Street and had to go through three stoplights before being able to turn left onto N. Orchard Street. Mr. Cartledge continued that there is a coffee shop on the

other side of the bridge and another on W. Granada Boulevard and does not think that this will add any beauty to Ormond Beach. He concluded suggesting that the Board vote against it, and added that if there were to be a show of hands for those against it that it would be an overwhelming response.

Board Discussion and Recommendation

Mr. Scudiero pointed out that prior to the Winn Dixie, it was a Walmart and the parking lot is twice what is needed today. He continued that for the traffic to back up to W. Granada Blvd., heading westbound, the stacking would have to be most of the anticipated 300 cars at one time. Mr. Scudiero explained that where you turn in and go down the lane from the entrance, you have to turn around due to the configuration of the aisles in front of the store and then come back to get into the U-turn into the drive-through lane, approximately 50 to 100 cars. Mr. Scudiero concluded that the Board is tasked with looking at the landscaping buffer change and the stacking change, taking into consideration that they can do it by-right if it were not for the two aforementioned issues. He concluded that for that reason, he supports it.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-000109-Ellianos, Special Exception Redevelopment Plan, 353 West Granada Boulevard. Mr. du Moulin seconded the motion. Vote was called, and the motion was denied (3-1), with Mr. du Moulin, Mr. Jorczak, and Chairman Thomas in opposition.

Chairman Thomas explained that he does not disagree about the stacking, but added without a deceleration lane that he could see a problem. He continued that there may be a different solution as stacking lanes are becoming a serious problem. He suggested that there may be other ingress options.

Mr. Jorczak added that it would be better for it to be off of N. Orchard Street as the primary way and not the secondary way.

Applicant's Response

Mr. Gmuer asked the City Attorney for advice on what can be done.

Attorney Hayes replied that the decision was made by the Board to deny the request. He explained that the applicant can review the minutes and make an argument to the City Commission before they make their final determination.

B. PZ-2024- 000107 – Land Development Code (LDC) Amendment, Section 1-17, Historic Landmark Preservation Board, subsection (b), Membership

Ms. Noel Eaton, Senior Planner, explained the administrative amendment to the 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. Ms. Eaton stated that staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Board Recommendation

Chairman Thomas entertained a motion and called the vote.

City of Ormond Beach

AGENDA ITEM

January 7, 2025 - City Commission

Number: 9.A

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2025-5
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Citizens' Law Enforcement Advisory Board, Addition of Alternate Members		
Summary:	During the Appointment to Advisory Boards Workshop held on December 3, 2024, the City Commission discussed adding 2 alternate members to the Citizens' Law Enforcement Advisory Board. The Ordinance will need to be amended to implement the change to the composition of the board. This item amends the ordinance only. Once the Ordinance approving the provision for alternates is approved on second reading, the 2 individuals identified will be brought back by Resolution for approval. Background: Jennifer Haines, Barbie Sardina, and Sean Daly were identified as possible alternates. The City Commission indicated they desired to discuss the alternate appointments again at the January 7, 2025, City Commission Meeting. This would be an opportunity to do so.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission discuss and approve the ordinance adding the provision of 2 alternate members to the Citizens' Law Enforcement Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-05 Citizens Law Enf Adv Bd amend (P24-0233B)		

	2. Ordinance Business Impact Estimate CLEAB adding alternate members 01-07-25	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

ORDINANCE NO. 2025-05

AN ORDINANCE AMENDING SECTION 2-223, CITIZENS' LAW ENFORCEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE *CODE OF ORDINANCES*, BY AMENDING THE COMPOSITION; BY 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. Section 2-223, Citizens' Law Enforcement Advisory Board, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the *Code of Ordinances,* of the City of Ormond Beach, Florida, is hereby amended to read as follows:

Sec. 2-223. Citizens' law enforcement advisory board.

(a) *Established; composition; terms; qualifications.* There is hereby established a citizens' law enforcement advisory board which shall consist of five regular members and two (2) alternate members at-large. The mayor and each city commissioner shall nominate candidates to serve as regular members of the board, and shall by consensus nominate two candidates to serve as alternate members at-large, 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. Alternate members shall be designated as such, and may act only in the temporary absence or disability of regular members, or when a regular member is otherwise disqualified in a particular case before the board. Alternate members shall serve on a rotational basis. ~~The terms of office for those citizens' law enforcement advisory board members that were appointed by Resolution 2008-07 shall expire the day prior to the first regularly scheduled~~

~~city commission meeting in January 2011. Thereafter~~, M~~m~~embers 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. A member of the citizens' law enforcement 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, the membership of the board shall, to the extent possible, reflect the racial, ethnic and cultural diversity of the city. Upon the appointment of the initial and any subsequent board members, the police chief shall promptly schedule and conduct an orientation program, which shall include a tour of the police department facilities, an overview of the operations of the police department, a ride-along, and such other matters as the police chief may deem appropriate.

(b) *Compensation. ...[no change to existing text]...*

(c) *Meetings and procedures. ...[no change to existing text]...*

(d) *Officers; records. ...[no change to existing text]...*

(e) *Powers and duties. ...[no change to existing text]...*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

<u>Ordinance Adoption</u> Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance 2025-05

AN ORDINANCE AMENDING SECTION 2-223, CITIZENS' LAW ENFORCEMENT ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING THE COMPOSITION; BY 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 2-223 Citizens' law enforcement advisory board, of the Code of Ordinances, to amend the composition of the board to include 2 alternate board members.

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.

   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.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 9.B

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2025-6
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Leisure Services Advisory Board, Amendment to Composition		
Summary:	The Ormond Beach Pride, Inc. program has ended. Ormond Beach Pride, per Section 2-221 (a) of the Code of Ordinances, has a position on the Leisure Services Advisory Board. On December 3, 2024, at the Appointments to Advisory Boards Workshop, the City Commission discussed the composition of the board and provided staff with direction to amend the code to eliminate the Ormond Beach Pride position, which would result in the board changing from 11 members to 10 members. The Code of Ordinances will need to be amended to implement this change. The ordinance amending the code will require 2 readings.		
Financial Impact:	None		
Citizen Impact:	Updating the membership of the LSAB to reflect the actual membership is beneficial to the board, staff and citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the ordinance to amend the code language pertaining to membership of the Leisure Services Advisory Board, by eliminating the Ormond Beach Pride position.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-06 LSAB amend membership (P24-0243B) 2. Ordinance Business Impact Estimate LSAB removing PRIDE position 01-07-25		

Approval:	Kelly McGuire, Finance Director	12/12/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

ORDINANCE NO. 2025-06

AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-221, Leisure services advisory board, Division 2, Enumerated, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-221. Leisure services advisory board.

(a) *Composition.* The leisure services advisory board shall consist of ~~11~~ 10 members who shall be appointed by the city commission. All members shall be residents of the city and shall serve in accordance with section 2-206 of this Code and other applicable requirements.

The mayor and each city commissioner shall nominate a person to serve as members of the board, and shall by consensus nominate one person to serve at-large. In addition, the city commission shall consider nominations provided by each of the following youth sports organizations: Ormond Beach Youth Baseball and Softball Corp.; Ormond Beach Youth Basketball Association, Inc.; Ormond Beach Soccer Club, Inc.; and Ormond Beach Youth Football and Cheerleaders Association, Inc~~.; and Ormond Beach Pride, Inc~~.

All members of the leisure services board shall be approved by majority vote of the city commission. In the event the city commission does not approve a nominee, the city commission member or youth sports organization that made such nomination may make such additional nominations as may be necessary to obtain approval. If the said city commission member or youth sports organization chooses not to make an additional nomination, then one or more of the other city commission members may offer a nomination.

(b) *Purpose.* (no change in text)

(c) *Meetings.* (no change in text)

(d) *Officers.* (no change in text)

(e) *Terms.* (no change in text)

(f) *Quorum; vote requirements.* (no change in text)

(g) *Procedures.* (no change in text)

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

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption

Business Impact Estimate

Proposed ordinance's number and legal title: **2025-06**

AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; 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 2-221 Leisure services advisory board, of the Code of Ordinances, to eliminate the Ormond Beach PRIDE position.

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.

   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.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 9.C

Section:	FIRST READING OF ORDINANCES		
Item Category:	First Reading of Ordinances	**Res./Ord. No:**	2025-7
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Quality of Life Advisory Board, Addition of Alternate Members		
Summary:	During the Appointment to Advisory Boards Workshop help on December 3, 2024, the City Commission discussed adding 2 alternate members to the Quality of Life Advisory Board. The Code of Ordinances will need to be amended to implement this change. The ordinance amending the code will require 2 readings. This item amends the ordinance only. Once the Ordinance approving the provision for alternates is approved on second reading, the 2 individuals identified will be brought back by Resolution for approval. Background: Deborah Carter, Barbie Sardina, and Todd Phillips were identified as possible alternates. The City Commission indicated they desired to discuss the alternate appointments again at the January 7, 2025, City Commission Meeting. This would be an opportunity to do so.		
Financial Impact:	None		
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission discuss and approve the ordinance adding the provision of 2 alternate members to the Quality of Life Advisory Board.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 25-07 Quality of Life Bd amend (P24-0234B)		

	2. Ordinance Business Impact Estimate QLAB adding alternate members 01-07-25	
Approval:	Kelly McGuire, Finance Director	12/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	12/12/2024
	Joyce Shanahan, City Manager	12/18/2024

ORDINANCE NO. 2025-07

AN ORDINANCE AMENDING SECTION 2-224, QUALITY OF LIFE ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE *CODE OF ORDINANCES* BY AMENDING THE COMPOSITION; 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. Section 2-224, Quality of Life Advisory Board, of Article VI, Boards, Commissions, Committees and Other Agencies, of Chapter 2, Administration, of the *Code of Ordinances,* of the City of Ormond Beach, Florida, is hereby amended to read as follows:

Sec. 2-224. Quality of life advisory board.

(a) Creation. There is hereby created the quality of life advisory board. The board shall consist of seven (7) regular members and two (2) alternate members at-large, all of whom shall reside within the corporate limits of the city.

(b) Membership, appointment and terms. The mayor shall nominate one candidate, and each city commissioner shall nominate one candidate to serve as regular members of the board, and shall by consensus nominate two candidates to serve as alternate members at-large, 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. 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. In addition, the city commission shall nominate candidates from the general population for the other two positions, and said appointments shall be approved by a majority of the city commission. Alternate members shall be designated as such, and may act only in the temporary absence or disability of regular members, or when a regular member is otherwise disqualified in a particular case before the board. Alternate members shall serve on a rotational basis. 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. A member of the quality of life 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.

(c) *Duties of the board. ...[no change to existing text]...*

(d) *Meetings. ...[no change to existing text]...*

(e) *Officers. ...[no change to existing text]...*

(f) *Quorum; vote requirements. ...[no change to existing text]...*

(g) *Procedures. ...[no change to existing text]...*

(h) *Sunshine and public records laws. ...[no change to existing text]...*

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 7th day of January, 2025.

PASSED UPON at the second and final reading of the City Commission, this 21st day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ordinance Adoption

Business Impact Estimate

Proposed ordinance's number and legal title: **2025-07**

AN ORDINANCE AMENDING SECTION 2-224, QUALITY OF LIFE ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES, AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES BY AMENDING THE COMPOSITION; 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 2-224 Quality of life advisory board, of the Code of Ordinances, to amend the composition of the board to include 2 alternate board members.

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.

   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.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 10.A

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2025-31
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Aviation Advisory Board Appointments		
Summary:	The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on December 3, 2024. Name — Appointed By Douglas Widnall — Mayor Dr. Bruce Manne — Zone 1 Simon Heaster — Zone 2 Michelle Widick — Zone 3 Todd Phillips — Zone 4 The City Commission indicated they desired to discuss the Mayor's and Zone 1 appointments again at the January 7, 2025, City Commission Meeting. Waiving of Conflict: Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing. The following nominees have conflicts, by virtue of contractual relationships with the City: - Bruce Manne, holds a hangar lease agreement with the City. - Michelle Widick is employed by Zev Cohen and Associates, which is a civil engineering firm that performs engineering services under contract with the City.		

	-Todd Phillips is employed by Waste Pro, the solidwaste collections vendor under contact with the City. Approval of this item indicates these conflicts have been waived.
Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission discuss, finalize appointments, and approve the resolution appointing members to the Aviation Advisory Board.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-31 Aviation Adv Bd
Approval:	Kelly McGuire, Finance Director 12/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-31

A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Douglas Widnall is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Mayor.

SECTION TWO. Dr. Bruce Manne is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Simon Heaster is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Michelle Widick is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Todd Phillips is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with Article VI, Chapter 2*, Code of Ordinances***,** including section 2-220 thereof.

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

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

January 7, 2025 - City Commission

Number: 10.B

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2025-32
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Board of Adjustments and Appeals Appointments		

Summary:

The following appointments were discussed by the City Commission at the Appointments to Advisory Boards Workshop held on Dec. 3, 2024.

Name	Appointed By
Deborah Carter	Mayor
Jake Stehr	Zone 1
Jessica Adjemian	Zone 2
Dennis McNamara	Zone 3
Jean Jenner	Zone 4

Alternate Appointments:

Name	Appointed By
Jennifer Bright	Mayor
Fred Heyne	Zone 1
Tim Stockman	Zone 2
Michelle Widick	Zone 3
Anthony "Tony" Perricelli	Zone 4

The City Commission indicated they desired to discuss the Mayor's and Zone 1 appointments again at the January 7, 2025, City Commission Meeting.

Waiving of Conflict:
Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

	The following nominees have conflicts, by virtue of contractual relationships with the City: - Jake Stehr is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. - Michelle Widick is employed by Zev Cohen and Associates, which is a civil engineering firm that performs engineering services under contract with the City. Approval of this item indicates these conflicts have been waived.
Financial Impact:	None
Citizen Impact:	Various boards and committees have been established to assist and advise the City Commission.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission discuss, finalize appointments, and approve the resolution appointing members to the Board of Adjustments and Appeals.
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340
Attachments:	1. 25-32 Bd of Adjustments & Appeals
Approval:	Kelly McGuire, Finance Director 12/12/2024 Claire Whitley/Shawn Finley, Assistant City Manager 12/12/2024 Joyce Shanahan, City Manager 12/18/2024

RESOLUTION NO. 2025-32

A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENTS AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Debora Carter is hereby appointed as a member of the Board of Adjustments and Appeals as the appointee of the Mayor.

SECTION TWO. Jake Stehr is hereby appointed as a member of the Board of Adjustments and Appeals as the appointee of the Zone One City Commissioner.

SECTION THREE. Jessica Adjemian is hereby appointed as a member of the Board of Adjustments and Appeals as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Dennis McNamara is hereby appointed as a member of the Board of Adjustments and Appeals as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Jean Jenner is hereby appointed as a member of the Board of Adjustments and Appeals as the appointee of the Zone Four City Commissioner.

SECTION SIX. Jennifer Bright is hereby appointed as an alternate member of the Board of Adjustments and Appeals as the appointee of the Mayor.

SECTION SEVEN. Fred Heyne is hereby appointed as an alternate member of the Board of Adjustments and Appeals as the appointee of the Zone One City Commissioner.

SECTION EIGHT. Tim Stockman is hereby appointed as an alternate member of the Board of Adjustments and Appeals as the appointee of the Zone Two City Commissioner.

SECTION NINE. Michelle Widick is hereby appointed as an alternate member of the Board of Adjustments and Appeals as the appointee of the Zone Three City Commissioner.

SECTION TEN. Tony Perricelli is hereby appointed as an alternate member of the Board of Adjustments and Appeals as the appointee of the Zone Four City Commissioner.

SECTION ELEVEN. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Article II, Section 1.16 of the *Land Development Code.*

SECTION TWELVE. This Resolution shall take effect immediately upon adoption.

APPROVED AND AUTHENTICATED this 7th day of January, 2025.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk